

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
June 30, 2022

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

Consent Agenda

1. FY22 City Manager Approved Budget Amendments (Finance)
2. Community Investment Program Funds Transfer (Finance)
3. Retail Liquor Certificate of Compliance Beer & Liquor Depot Ownership Change (Finance)
4. Fox Collection Agency Amendment (Judicial)
5. Purchase of Westlaw Subscription from Thomson Reuters (Legal)
6. Approval of State Maintenance Contract for FY23 (Street)
7. Asphalt and Concrete Purchase Report (Street)
8. Task Order for Cityworks Asset Management System (AMS) Implementation (Water Resources)

Old Business

Ordinance

9. Ordinance 22-O-12 FY23 Tax Rate (Administration)
 - a. Second and Final Reading: Ordinance 22-O-12

Land Use Matters

10. Ordinance 22-O-13 Amending the Zoning Ordinance (Planning)
 - a. Second and Final Reading: Ordinance 22-O-13
11. Ordinance 22-OZ-17 Rezoning Property along Medical Center Parkway (Planning)
 - a. First Reading: Ordinance 22-OZ-17

New Business

Ordinance

12. Ordinance 22-O-24 Removal of Accessible Sewer Charges (Water)
 - a. First Reading: Ordinance 22-O-24

Resolution

13. Adopt Revision of the Rutherford County Hazard Mitigation Plan (Fire)
 - a. Resolution 20-R-02
14. Ratifying Charter Amendment to Create Community Investment Trust (Legal)
 - a. Resolution 22-R-19

Land Use Matters

15. Sewer Allocation Variance 285 N. Rutherford Blvd Albion Residential (Planning)

On Motion

16. Contract Approval–City Hall Parking Garage Sprinkler Renovation Phase 2 (Administration)
17. Amendment to Restated Agreement for Conveyance of Real Estate with Kasai North America (Administration)
18. Lease Termination and Release – 2140 North Thompson Lane (Administration)
19. Development Agreement with Notes Live, Inc. (Administration)
20. Community Development 2022-2023 Annual Action Plan (Community Development)
21. ClearSpan Fabric Structures Change Order No 2 for Soccer Park (Parks)
22. Purchase of Roll-Off Truck (Solid Waste)

Licensing

Board & Commission Appointments

23. Parks and Recreation Commission
24. Water and Sewer Board

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: FY22 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Parks & Recreation

Due to project timing, funds originally allocated to a Parks & Rec building will be reallocated to be used to remodel the Fire/Recreation offices build-out. Move \$1,337,244 from Parks & Recreation Building Expense to Unforeseen Grant Expenses.

Unforeseen Contingencies

For the purchase of Public Safety IT network switches. Move \$165,000 from Unforeseen Contingencies to Public Safety IT Computer Equipment.

To cover the Civic Plaza dome repairs on the Civic Plaza. Move \$15,000 from Unforeseen Contingencies to Civic Plaza Other Improvements.

Council Priorities Served

Responsible budgeting

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

The transfers within the General Funds will have no effect on fund balance.

Attachments

Detailed Inter-Fund Budget Requests



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Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2022

Move funds from:

Org 10413009
Object 592000
Acct Name Building Expense
Amount \$ 1,337,243.92

Move funds to:

Org 10130008
Object 599931-DA21
Acct Name Unforeseen Grant Expenses

Explanation: Due to project timing, funds originally allocated for a Park & Rec building will be reallocated
to be used to remodel the Fire/Recreation build-out.

Jennifer Dean
Department Head Signature

6/17/22
Date

Amanda DeRosia
Reviewed by Finance

6/17/2022
Date

Approved



Declined



C. Tindall
City Manager

6.17.22
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



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Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2022

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 165,000.00

Move funds to:

Org 10116039
Object 594702
Acct Name Computer Equipment

Explanation: For Public Safety IT network switches.

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 15,000.00

Move funds to:

Org 10315119
Object 593900
Acct Name Other Improvements

Explanation: To cover the Civic Plaza dome repair.

Jennifer Bean
Department Head Signature

6/21/2022
Date

Amanda DeRosia
Reviewed by Finance

06/21/2022
Date

Approved



Declined



CAV
City Manager

6.22.22
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 06/30/22

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfers.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfers have been approved for the Street Department:

Solid Waste Sideloaders (2018 Bond / 2019 Loan / 2021 Bond / 2022 Bond)

Transfer \$80,530 from Solid Waste Software, \$7,267 from Recycling Center Improvements, and \$275,000 from Vacuum Truck to Sideloaders.

Greenway Reconstruction (2018 Bond)

Transfer \$50,000 from Recreation Maintenance Shop and \$8,550 from the Mountain Bike Trail to Greenway Reconstruction.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

CIP Funds Transfer Request – 2018 Bond / 2019 Loan / 2021 Bond / 2022 Bond

CIP Funds Transfer Request – 2018 Bond



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CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2018 Bond/2019 Loan/2021 Bond/2022 Bond

Transfer CIP funds from:

Solid Waste Software (2018 Bond)	\$	(74,161.03)
Solid Waste Software (2019 Loan)	\$	(6,368.61)
Recycling Center Imprv (2021 Bond)	\$	(7,267.10)
Vacuum Truck (2022 Bond)	\$	(275,000.00)

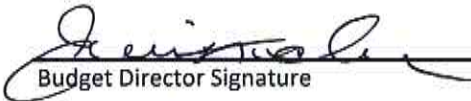
TOTAL TRANSFER \$ (362,796.74)

Transfer CIP funds to:

Solid Waste Sideloaders (2018 Bond)	74,161.03
Solid Waste Sideloaders (2019 Loan)	6,368.61
Solid Waste Sideloaders (2021 Bond)	7,267.10
Solid Waste Sideloaders (2022 Bond)	275,000.00

TOTAL TRANSFER \$ 362,796.74

Explanation: There are CIP funds in the amount of \$750,252.47 available for the purchase of 2 automated
side loaders in the 2018 and 2022 Bonds. There is a need for 3 additional side loaders. There are savings
in several completed CIP projects that can provide \$362,796.74 for this purchase. With these transfers,
funding will total \$1,113,049.21. The total purchase will be \$1,222,278.19 and the \$109,228.98 shortage
will come from the Solid Waste Department budget.


Budget Director Signature


6-17-22
Date


Reviewed by Finance

6-17-22
Date

Approved




City Manager

Declined



6-17-22
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



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CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2018 Bond

Transfer CIP funds from:

Recreation Maintenance Shop \$ (50,000.00)

Mountain Bike Trail \$ (8,550.00)


Transfer CIP funds to:

Greenway Reconstruction 58,550.00

TOTAL TRANSFER \$ (58,550.00)

TOTAL TRANSFER \$ 58,550.00


Explanation: Additional funds are needed for the Greenway Boardwalk Repairs. The contract amount
is \$198,550. There is \$140,000 available in the 2021 bond. To make up the \$58,550 difference, it is requested
that \$50,000 be transferred from the completed Maintenance Shop cost savings and that \$8,550 be transferred
from the Mountain Bike Trail. After this transfer, the balance remaining in the Mountain Bike Trail will be
\$311,041.75 and the balance in the Greenway Reconstruction will be \$198,550.


Budget Director Signature

6-22-22
Date


Reviewed by Finance

6-22-22
Date

Approved	<input checked="" type="checkbox"/>	 City Manager
Declined	<input type="checkbox"/>	<u>6-22-22</u> Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Retail Liquor Certificate of Compliance – Beer & Liquor Depot – Ownership Change

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

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 Hala Pasta for the Beer & Liquor Depot at 2002 E Main St., which is a change of ownership for a 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	Hala F. Pasta
Age	41
Home Address	2924 Hardwick St
Residency City/State	Murfreesboro, TN 37130
Race/Sex	White/F
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Beer & Liquor Depot
Business Location	2002 E Main St

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input type="checkbox"/>

Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

Application Completed Properly?	Yes
Application Completion Date:	6/22/2022

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Fox Collection Agency Amendment

Department: Judicial

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

First amendment to the contract with Fox Collection Agency.

Staff Recommendation

Approve the extension of the above referenced contract for an additional one-year term ending June 3, 2023.

Background Information

On June 3, 2021, the City contracted with Professional Recovery Management, Inc., d/b/a Fox Collection Center (Fox) to provide collection services for delinquent fees, fines, and costs. That contract allowed four one-year extensions with total terms not to exceed five years. This will be the first extension of the contract with Fox. Fox has satisfactorily performed under the contract to date.

The proposed First Amendment contracts with Fox for the period from June 3, 2022, until June 2, 2023.

Council Priorities Served

Responsible budgeting

Collecting outstanding penalties and fees is important effectiveness of court decisions and supports the financial and economic health.

Fiscal Impacts

The contract is based upon a percentage of collected funds. The last contract period the amount paid under the contract was \$9,216.34. It is anticipated that the amount to be paid under the extension will be comparable.

Attachments:

First Amendment to Contract with Professional Recovery Management, Inc.

Original Contract with Professional Recovery Management, Inc.

**FIRST AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER
FOR
COLLECTION AGENCY SERVICES**

This First Amendment ("First Amendment") to the Contract, entered into June 3, 2021 ("Contract"), is effective as of June 2, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Professional Recovery Management, Inc. d/b/a Fox Collection Center, a corporation of the State of Tennessee ("Contractor").

RECITALS

WHEREAS, on June 3, 2021, the City entered into a contract with Fox Collection Center, for Collection Agency Services for the City Court Department; and,

WHEREAS, clause 2 of the contract allows the contract to be extended for four additional terms; and,

WHEREAS, Contractor has continued to provide uninterrupted services to City since June 2, 2022; and,

WHEREAS, the City and Contractor wish to formalize the extension of the Contract for an additional term pursuant to clause 2 of the current Contract from June 3, 2022 to June 2, 2023:

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the Contract from June 3, 2022 to June 2, 2023.

CITY OF MURFREESBORO

Shane McFarland, Mayor

**PROFESSIONAL RECOVERY MANAGEMENT ,
INC. d/b/a FOX COLLECTION CENTER COLLECTION
AGENCY SERVICES**

DocuSigned by:

Todd Knowlton

Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

**CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER
FOR
COLLECTION AGENCY SERVICES
FOR
CITY DEPARTMENTS' DELINQUENT FEES, FINES AND COSTS**

This Contract is entered into on this 3rd day of June, 2021, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PROFESSIONAL RECOVERY MANAGEMENT, INC. d/b/a FOX COLLECTION CENTER** ("Contractor"). This Contract consists of the following documents:

- ***This Contract,***
- ***RFCSP-23-2021 (Request for Competitive Sealed Proposals), issued April 6, 2021,***
- ***Contractor's Proposal, dated April 27, 2021, and,***
- ***Any properly executed amendments to this Contract.***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***any properly executed amendment or change order to this Contract (most recent with first priority),***
- ***this Contract,***
- ***RFCSP-23-2021 (Request for Competitive Sealed Proposals), issued, April 6, 2021, and,***
- ***Contractor's Proposal, dated April 27, 2021.***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase collection services for delinquent accounts for which the Finance Director, City Court Clerk, Water Resources Director or other city departments are charged with collecting.
2. **Term.**
 - A. The term of this Contract will begin on the date this Contract is signed by all required parties. The initial contract term will end one (1) year from the date approved by City Council and executed by all required parties.
 - B. This Contract may be extended for four (4) additional terms of one (1) year each. The option to extend shall be exercised by and in the discretion of the City. To be effective, any extension must be approved by the City Attorney and City Council. In no event shall the term of this Contract, including extensions, exceed five (5) years.
3. **Compensation.** Contractor shall be paid the percentages listed below from amounts collected on behalf of City as compensation for providing services pursuant to Contract:
 - A. Murfreesboro Water Resources Department (MWRD) accounts – Contractor shall work all first placement and legal collection accounts for the MWRD at a twenty-three and one-half

percent (23.5%) contingency fee. These fees are contingent upon collection of said accounts.

- B. Murfreesboro City Court Delinquent Citations – Contractor shall work all first placement and legal collection accounts for Murfreesboro City Court Delinquent Citations at a twenty-three and one-half percent (23.5%) contingency fee. These fees are contingent upon collection of said accounts.
- C. Murfreesboro City Court Parking Violations – Contractor shall work parking violations on a non-contingent fee basis. Parking violation accounts placed in which a letter is sent shall be charged ninety-eight cents (\$0.98) per account. This charge includes one letter per parking violation account, all in-coming calls processed by Contractor, as well as, the posting of all monies received. Contractor shall remit 100% of all monies collected on a monthly basis.
- D. The Contractor shall be entitled to the following contingency fees:
 - 23.5% Primary Bad Debt Accounts
 - 28.0% Pre-Legal Accounts
 - 33.0% Legal/Litigation Accounts

There will be no other charges or fees for the performance of this Contract.

4. Compensation; Method of Payment.

- A. Contractor shall be compensated based on monies actually collected on all accounts referred based on the schedule submitted for collection services in this proposal.
- B. After a delinquent account has been referred to the Contractor and it is subsequently determined by the City that the account was not delinquent at the time it was referred or if no contact has been made or that it is in the best interest of the City to not refer the account over to the contractor, the Contractor shall return the account immediately and at no cost to City.
- C. Other than court-awarded attorney's fees and costs, the Contractor shall neither add any charges or interest to the amount of the delinquent account nor collect more than the amount due to City from any delinquent account.
- D. After the Contractor has made contact with a debtor, City may not recall that account from the Contractor (other than as allowed under the termination sections) unless City receives a direct payment from the debtor as a result of new charge or debt or a payment on an account where the Contractor has not collected any money in ninety (90) days, City may recall that account and Contractor shall not be entitled to any compensation on that account.
- E. Contractor shall remit to City all monies collected on accounts during the preceding month, by the tenth (10th) day of the succeeding month.
- F. The Contractor is not entitled to any compensation other than is expressly provided for in this Contract.

- 5. Taxes.** 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. Copyright, Trademark, Service Mark, or Patent Infringement.

- A. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against 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 shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such suit. City shall 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 to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. City reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon City unless approved by the City Attorney and, where required, the City Council.
- B. If the products or services furnished under this Contract 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:
 - i) Procure for City the right to continue using the products or services.
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to City, so that they become non-infringing.
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 - iv) Provided, however, that Contractor will not exercise option B.iii. until Contractor and City have determined that options B.i. and B.ii. are impractical.
- C. Contractor shall have no liability to City, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
 - iii) The claimed infringement in which City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. Termination of the Contractor's Services.

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of City, provided that City notifies the Contractor in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
- C. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination and surrenders all documentation relating to collection actions initiated. No fee will be due on collections received after the termination date regardless of when collection

process is initiated and all collections received by the Contractor after the termination date will be turned over to the City by the tenth (10th) of the month following the month in which they are collected or were received.

- D. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. 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 fifteen (15) days after receiving the notice.
- E. For failure to remit monies due to the City by the dates specified within this Contract.
- G. Failure to provide an adequate accounting for monies collected.
- H. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
- I. Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

8. Duties Upon Termination or Expiration of Contract

- A. If City terminates the Contractor's services in whole or in part for convenience, City may, at its option, recall any or all delinquent accounts which are covered by such termination except those accounts currently involved in litigation, or that have been reduced to judgment, or those accounts where payment arrangements have been made and the Contractor shall deliver to City all such recalled delinquent accounts within ten (10) days of receipt of the recall notice. After the delinquent accounts are (or should have been) returned to City, the Contractor shall have no further right to any monies collected from, or on those accounts.
- B. The provisions of this Contract will remain in full force and effect with respect to those accounts retained by the Contractor until those retained accounts are paid in full or satisfied.
- C. If the Contractor's services are terminated in whole or in part for cause, the Contractor shall, within ten (10) days of the receipt of the termination notice, return any terminated delinquent accounts to the Administrator, immediately cease all collection activities on the affected delinquent accounts and shall have no further right to any monies collected from, or on those accounts after the accounts have (or should have) been returned to City.
- D. If Contractor receives payment exceeding the amount to which it is entitled under subsection A or C of this section, Contractor shall remit the excess to the City within thirty (30) days.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this Contract, other than that explicitly allowed under this section.
- F. If after termination, a final certified audit has not been performed, City may, at its option, have one conducted at Contractor's sole expense.

9. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations

10. Notices and Designation of Agent for Service of Process.

A. Notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, City of Murfreesboro, P.O. Box 1139, Murfreesboro, TN 37133-1139.

B. Notices to Contractor shall be mailed or hand delivered to:

Contractor: Fox Collection Center, Inc.
Attn: Todd Knowlton, EVP of Sales and Marketing
Fox Collection Center
Address: 454 Moss Trail
Goodlettsville, TN 37072
tknowlton@foxcollection.com

C. Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Todd Knowlton
Address: 454 Moss Trail
Goodlettsville, TN 37072

10. Ownership; Publication, Reproduction and Use of Material.

Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Upon termination, the Contractor shall, within thirty (30) days, deliver to the City all delinquent accounts, documents, records, work product, and other materials relating to this Contract.

11. City's Rights and Obligations.

- A. City does not guarantee the Contractor either a certain number or a certain total dollar value of collection referrals during the term of this Contract. Also, City retains sole discretion in determining what delinquent accounts shall be "collection agency matters". City does agree that once it determines a delinquent account to be a "collection agency matter" that such delinquent account shall, for the life of this Contract, be referred only to the Contractor. **Specifically excluded from this Contract are delinquent property taxes, business taxes, and other taxes that may be administered and collected by the City.** Part of the Water and Sewer Department water bills being submitted to the Contractor for collections will include sales tax for the water service and will be subject to collection by the Contractor as part of the debt owed to the MWRD.
- B. Other than as is explicitly set forth in this Contract, City shall not be obligated to provide the Contractor with any other monies, goods, or services.
- C. Prior to any contact being made with the debtor by the Contractor, the City may give notice to the Contractor recalling a delinquent account and such delinquent account shall be returned to City within seven (7) days of such notice being received. After receipt of a notice of recall, the Contractor shall have no right to any monies collected from, or on the delinquent account (s),

nor shall Contractor receive any other compensation from City for the delinquent account recalled.

- D. In the event Contractor is involved in litigation in an attempt make a collection hereunder and a counterclaim or affirmative defense is raised concerning any municipal ordinance or regulation or any other reason, the Contractor shall within twenty-four (24) hours of said counterclaim or affirmative defense notify the City Attorney in writing. City reserves the right to choose an attorney or to have the City Attorney substitute or intervene in said litigation.
- E. Prior to any actions that would adversely affect the credit of the debtor, all claims for damages will be adjudicated in the appropriate courts and a legal right to be paid or the establishing of a legal right of the City to be repaid shall be established in the appropriate court.

12. Compliance with Permits and Laws.

Contractor agrees to comply with any applicable federal, state and local laws and regulations. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable federal and state statutes (to include the Fair Debt Collection Practices Act, 15 U.S.C. 1692), ordinances, rules and regulations.

- 13. Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

- 14. Confidentiality of NCIC Driver License & Registration Information.** Contractor shall maintain the confidentiality of all driver license and registration information obtained from the City through NCIC and shall not disclose such information to any third party.

- 15. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by City, or their duly appointed representatives.

- 16. City Property.** Any City property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City property.

- 17. Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 18. Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

19. **Waiver.** No waiver of any provision of this Contract shall affect 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.
20. **Employment.** Contractor shall 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.
21. **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 Contract, Contractor certifies and warrants it will comply with this policy. No person shall 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 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 shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with City or in the employment practices of City's Contractors. Accordingly, all proposers entering into contracts with City shall, 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.
22. **Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance with limits of not less than one million dollars, as well as automotive and workers' compensation insurance policies. A certificate of insurance, in a form satisfactory to City, evidencing said coverage shall be provided to City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.
23. **Gratuities and Kickbacks.** It shall be 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 therefore. It shall be 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 Contract, 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 City contracts.
24. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

- A. 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,
 - B. 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.
 - C. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
- 25. Attorney General Opinion 93-01.** Pursuant to Tennessee Attorney General Opinion 93-01, City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- 26. Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 27. Assignment--Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be 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 shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139, MURFREESBORO, TN 37133-1139.
- 28. Entire Contract.** This Contract, the Request for Competitive Sealed Proposals (RFCSP) issued April 6, 2021, Contractor's Competitive Sealed Proposal dated April 27, 2021, and any properly executed amendments to this Contract set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 29. Force Majeure.** No party shall have 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.
- 30. Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- 31. Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

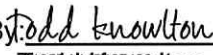
32. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

33. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City. When it has been so signed, this Contract shall be effective as of the date first written above.


CITY OF MURFREESBORO

By: 
Shane McFarland, Mayor

**PROFESSIONAL RECOVERY
MANAGEMENT, INC. d/b/a FOX
COLLECTION CENTER, INC.**

DocuSigned by:
By: 
Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06-30-2022

Item Title: Purchase of Westlaw Subscription from Thomson Reuters

Department: Legal Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Three-year West Proflex subscription ("Westlaw") for online legal research from Thomson Reuters/West Publishing Corporation.

Staff Recommendation

Approve attached contract with Thomson Reuters/West Publishing Corporation.

Background Information

Westlaw is an online legal research service and proprietary database for lawyers and legal professionals. Information resources on Westlaw include more than 40,000 databases of case law, state and federal statutes, administrative codes, newspaper and magazine articles, public records, law journals, law reviews, treatises, legal forms, and other information resources. The City's Legal Department has maintained a Westlaw subscription for nearly two decades. The Department's attorneys use Westlaw services as their primary legal research tool.

Because of the unique nature of the databases offerings, this purchases qualifies as a sole-source. The cost of this service the first year is \$28,661. After the first year, the fee increases 5% per year for the next two years. Sufficient funds were included in the Legal Department's FY23 budget to cover the first year of the contract.

Council Priorities Served

Responsible budgeting

Database subscription are essential to efficient delivery of high-quality legal guidance by the City's legal staff and, therefore, offer substantial savings relative to the cost of service provision without these resources.

Fiscal Impacts

The expense, for FY23, \$28,661, is funded by the Department's operating fund and future funding will be incorporated into the Department operating budget as well.

Attachments

Order Form with Thompson Reuters



Order Form

Order ID: Q-03511671

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000527511
MURFREESBORO LEGAL DEPT
111 W VINE ST
MURFREESBORO TN 37130-3573 US

"Customer"

Shipping Address

Account #: 1000527511
MURFREESBORO LEGAL DEPT
111 W VINE ST
MURFREESBORO TN 37130-3573 US

Billing Address

Account #: 1000527511
MURFREESBORO LEGAL DEPT
111 W VINE ST
MURFREESBORO, TN 37130-3573
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,388.40	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice.

We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-03511671

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 8/23/2022.



Attachment

Order ID: Q-03511671

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000527511

Order Confirmation Contact (#28)

Contact Name: Tucker, Adam
Email: jzmooreatuck@gmail.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Adam Tucker
Email jzmooreatuck@gmail.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000527511	MURFREESBORO LEGAL DEPT	111 W VINE ST MURFREESBORO TN 37130-3573 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
7	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
7	Attorneys	41933492	Practical Law, Enterprise access, Government
7	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
7	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
7	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Adam	Tucker	atucker@murfreeshborotn.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$2,388.40	5.00	\$2507.82	5.00	\$2633.21	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Approval of State Maintenance Contract for FY22-23

Department: Street Department

Presented by: Raymond Hillis, Executive Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

TDOT Maintenance Contract for FY22-23.

Staff Recommendation

Approve the TDOT Maintenance Contract.

Background Information

The proposed agreement allows the City to perform routine maintenance and improvements of state routes located within the city limits. TDOT will reimburse the City for all costs associated with improvements and maintenance of state routes located within the city limits to not exceed \$395,608.

Council Priorities Served

Safe and Livable Neighborhoods

This contract allows the City to have more control over the selection and performance of all contracted related maintenance work.

Fiscal Impact

None.

Attachments

State of Tennessee Department of Transportation Contract

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT – CITY OF MURFREESBORO

PROJECT NO. TBD
CONTRACT NO. - CMA2364
FISCAL YEAR – 2022-2023



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

BUTCH ELEY
DEPUTY GOVERNOR&
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

To: City of Murfreesboro
Attn: Raymond Hillis, Superintendent
Engineering Dept. – Street Division
620 West Main Street
Murfreesboro, TN 37130

Date: May 16th, 2022

Re: City of Murfreesboro Maintenance Contract for 2022-2023

Enclosed, you will find the new contract for Fiscal Year 2022-2023.

Please read the contract, add labor rates on the *Exhibit B* page, sign in the appropriate places and return to our office. After you have signed the new contract and returned it to us, we will forward the contract to our office in Nashville for signatures. Once the Commissioner and our attorney have signed the contract, we will return a signed copy to you for your records.

If you have any questions, please feel free to contact me at 931.270.5030.

Thank you,

Jarrold Bonar, PE, TDOT Operations District Supervisor

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000004110
Contract #: CMA 2364

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2022 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred and Ninety-Five Thousand, Six Hundred and Eight Dollars and Fifty-Three Cents (\$395,608.53). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Exhibit A titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
Exhibit B containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The 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 the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, 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 Contract shall be construed to create a employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor 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.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jarrold Bonar, P.E., TDOT Operations District Supervisor
State of Tennessee, Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019
jarrod.bonar@tn.gov
Telephone # (931)-270-5030
FAX # (931)-276-2333

The Contractor:

Raymond Hillis, Director, Street Division
City of Murfreesboro
620 West Main Street
Murfreesboro, TN 37130
rhillis@murfreesborotn.gov
Telephone # (615)-893-4380

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract 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 State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BUTCH ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD^2):	1,978,869.00
Calculated Maximum Reimbursement (Roadway Surface):	\$ 336,407.73

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd. ^2)	Reimbursible Area (yd.^2)
SR 1	Broad St./M'Boro Rd.	BEGIN	Murfreesboro City Limits to N. of Medical Center Pkwy	1G	No	9.717	15.77	31959.84	100	28	99430.61	255678.72
SR 1	Median cross-overs		Between LM9.7&LM15.77		No			6666	30		0.00	22220.00
SR 1	Broad St.	CHANGE	N. of Medical Center Pkwy to Broadmor Blvd.	1D	No	15.77	16.335	2983.2	84		0.00	27843.20
SR 1	Broad St.	CHANGE	Broadmor Blvd. To W. Lytle St.	1D	No	16.335	16.59	1346.4	96		0.00	14361.60
SR 1	Broad St.	CHANGE	W. Lytle St. to S. of Maney Ave.	1D	No	16.59	17.466	4625.28	84		0.00	43169.28
SR 1	Broad St./Mercury Blvd. Intersection	CHANGE	S. Maney Ave. to Mercury Blvd.	1D	No	17.466	17.64	918.72	42		0.00	4287.36
SR 1	Mercury Blvd	CHANGE	E. of SR 2 (US 41) Broad St.	1D	No	17.64	17.775	712.8	71		0.00	5623.20
SR 1	Mercury Blvd - Eastbound	CHANGE		1G	No	17.775	19.135	7180.8	82	26	20744.53	44680.53
SR 1	Mercury Blvd - Eastbound	CHANGE		2A	Yes	19.135	19.6	2455.2	102	26	7092.80	20732.80
SR 1	Mercury Blvd - Eastbound	CHANGE		2A	Yes	19.6	19.72	633.6	102	16	1126.40	6054.40
SR 1	John Bragg Hwy-Eastbound	END	East City Limits	2A	Yes	19.72	20.071	1853.28	100	22	4530.24	16061.76
SR 1	Median cross-overs			1C	No			2375	20		0.00	5277.78
SR 1	Median cross-overs			1C	No			575	45		0.00	2875.00

**ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 2	Broad St.	BEGIN	S. of SR 1 (US 70S) Mercury Blvd	1C	No	0	2.24	11827.2	46		0.00	60450.13
SR 2	Manchester Pike	CHANGE	S. of Rutherford Blvd	1C	No	2.24	3.23	5227.2	42		0.00	24393.60
SR 2	Manchester Pike	CHANGE	Ramsey Road	1C	No	3.23	5	9345.6	42		0.00	43612.80
SR 2	Manchester Pike	END	N of Mount Tabor Rd/City Limits	1C	No	5	6	5280	42		0.00	24640.00

**ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 10	Shelbyville Hwy	BEGIN	City Limits - Murfreesboro	1G	No	8	8.689	3637.92	124	36	14551.68	35570.77
SR 10	Shelbyville Hwy	CHANGE	City Limits - Murfreesboro	1C	No	8.689	9.065	1985.28	80		0.00	17646.93
SR 10	Shelbyville Hwy	CHANGE	Joe B. Jackson Pkwy	1C	No	9.065	9.336	1430.88	84		0.00	13354.88
SR 10	S Church St.	CHANGE	Barfield Crescent Rd/Veterans Pkwy	1D	No	9.336	11.034	8965.44	84		0.00	83677.44
SR 10	S Church St.	CHANGE	Westgate Blvd(I-24 Int.)	1D	No	11.034	11.366	1752.96	100		0.00	19477.33
SR 10	S Church St.	CHANGE	I-24 W Ramp Intersection	1D	No	11.366	12.197	4387.68	84		0.00	40951.68
SR 10	S Church St.	CHANGE	Rutherford Blvd.	1D	No	12.197	13.47	6721.44	60		0.00	44809.60
SR 10	Broad St.	SHIFT	Turn Left onto Broad St. 0.669 Mi.	1D	No	13.47						
SR 10	Memorial Blvd	SHIFT	Turn Right onto Memorial Blvd	1D	No	13.47	14.05	3062.4	80		0.00	27221.33
SR 10	Memorial Blvd	CHANGE		1D	No	14.05	14.375	1716	80		0.00	15253.33
SR 10	Memorial Blvd	CHANGE	Clark Blvd.	1D	No	14.375	14.506	691.68	80		0.00	6148.27
SR 10	Memorial Blvd	CHANGE		1D	No	14.506	14.91	2133.12	86		0.00	20383.15
SR 10	Memorial Blvd	CHANGE	Northfield Blvd.	1D	No	14.91	15.975	5623.2	60		0.00	37488.00
SR 10	Memorial Blvd	CHANGE		1D	No	15.975	16.57	3141.6	84		0.00	29321.60
SR 10	Memorial Blvd	CHANGE		1D	No	16.57	17.987	7481.76	60		0.00	49878.40
SR 10	Memorial Blvd	CHANGE		1C	No	17.987	18.6	3236.64	60		0.00	21577.60
SR 10	Memorial Blvd	END	City Limits - Murfreesboro	1C	No	18.6	18.894	1552.32	48		0.00	8279.04

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet													
	Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
	SR 96	Franklin Hwy	BEGIN	Veterans Pkwy	1D	No	6.023	8.98	15612.96	84		0.00	145720.96
	SR 96	Old Fort Pkwy	CHANGE	W of I-24	1D	No	8.98	9.182	1066.56	91		0.00	10784.11
	SR 96	Old Fort Pkwy	CHANGE	At I-24	1C	No	9.182	9.445	1388.64	88		0.00	13577.81
	SR 96	Old Fort Pkwy	CHANGE	E of I-24	1C	No	9.445	9.66	1135.2	96		0.00	12108.80
	SR 96	Old Fort Pkwy	CHANGE	W of Market Pl	1G	No	9.66	9.858	1045.44	130	32	3717.12	11383.68
	SR 96	Old Fort Pkwy	CHANGE	E of Market Pl	1C	No	9.858	10.089	1219.68	108		0.00	14636.16
	SR 96	Old Fort Pkwy	CHANGE	E of Bridge Ave	1G	No	10.089	10.17	427.68	126	32	1520.64	4466.88
	SR 96	Old Fort Pkwy	CHANGE	E of Bridge Ave	1G	No	10.17	10.35	950.4	142	32	3379.20	11616.00
	SR 96	Old Fort Pkwy	CHANGE	W of Stones River Mall Blvd	1G	No	10.35	10.478	675.84	124	32	2402.99	6908.59
	SR 96	Old Fort Pkwy	CHANGE	E of Stones River Mall Blvd	1G	No	10.478	10.96	2544.96	120	32	9048.75	24884.05
	SR 96	Old Fort Pkwy	CHANGE	E of New Salem Road	1F	No	10.96	11.121	850.08	132	32	3022.51	9445.33
	SR 96	Old Fort Pkwy	SHIFT	Bridge Over Broad St.	1E	No	11.121	11.515	2080.32	92		0.00	21265.49
	SR 96	E Clark Blvd	SHIFT	SR 10 (US 231, Memorial Blvd.)	1D	No	11.505	12.85	7101.6	60		0.00	47344.00
	SR 96	Lascassas Pike	CHANGE	E of E Clark Blvd	1C	No	12.85	13.918	5639.04	40		0.00	25062.40
	SR 96	Lascassas Pike	CHANGE	Twin Oaks Drive	1C	No	13.918	14.657	3901.92	58		0.00	25145.71
	SR 96	Lascassas Pike	END	North of DeJarnette Lane	1C	No	14.657	15.45	4187.04	48		0.00	22330.88

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 99	Salem Pike	BEGIN	W of Clearidge Drive	1C	No	12.69	14.575	9952.8	42		0.00	46446.40
SR 99	Salem Pike	CHANGE	E of Armstrong Valley	1C	No	14.575	15.011	2302.08	52		0.00	13300.91
SR 99	New Salem Road	CHANGE	E of St. Andrews Dr	1C	No	15.011	15.503	2597.76	64		0.00	18472.96
SR 99	New Salem Road	CHANGE	Cason Ln	1C	No	15.503	15.97	2465.76	42		0.00	11506.88
SR 99	New Salem Road	CHANGE	Cason Ln to Middle Tn Blvd	1C	No	15.97	18.58	13780.8	84		0.00	128620.80
SR 99	New Salem Road	CHANGE	Middle Tennessee Blvd	1C	No	18.58	19.19	3220.8	44		0.00	15746.13
SR 99	New Salem Road	SHIFT	Bridge Ave	1C	No	19.19	19.47	1478.4	45		0.00	7392.00
SR 99	Bradyville Pike	SHIFT	N of New Salem rd.	1B	No	19.47	19.98	2692.8	22		0.00	6582.40
SR 99	Bradyville Pike	CHANGE	S of Middle TN Blvd	1B	No	19.98	20.148	887.04	30		0.00	2956.80
SR 99	Bradyville Pike	CHANGE	E of Toddington Drive	1C	No	20.148	20.228	422.4	32		0.00	1501.87
SR 99	Bradyville Pike	CHANGE	W of Lakeshore Dr	1C	No	20.228	20.664	2302.08	34		0.00	8696.75
SR 99	Bradyville Pike	CHANGE	E of Lakeshore Dr	1C	No	20.664	20.759	501.6	32		0.00	1783.47
SR 99	Bradyville Pike	CHANGE	Crossing Minerva Dr	1C	No	20.759	21.03	1430.88	40		0.00	6359.47
SR 99	Bradyville Pike	CHANGE	E of Rogers St	1C	No	21.03	21.163	702.24	32		0.00	2496.85
SR 99	Bradyville Pike	CHANGE	NW of and crossing Rutherford Blvd	1B	No	21.163	21.73	2993.76	40		0.00	13305.60
SR 99	Bradyville Pike	CHANGE	S of Medford Campbell Blvd	1B	No	21.73	21.855	660	32		0.00	2346.67
SR 99	Bradyville Pike	END	N of Millwood Dr	1B	No	21.855	22.184	1737.12	24		0.00	4632.32

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 268	N Thompson Ln	BEGIN	NE of SR 2 (Broad St)	1C	No	0	0.105	554.4	106		0.00	6529.60
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.105	0.278	913.44	70		0.00	7104.53
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.278	0.403	660	45		0.00	3300.00
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.403	0.513	580.8	57		0.00	3678.40
SR 268	N Thompson Ln	CHANGE	N of Royal Dr	1B	No	0.513	1.12	3204.96	45		0.00	16024.80
SR 268	N Thompson Ln	CHANGE	S of Haynes Dr	1C	No	1.12	1.206	454.08	67		0.00	3380.37
SR 268	N Thompson Ln	CHANGE	N of Haynes Dr	1C	No	1.206	1.311	554.4	57		0.00	3511.20
SR 268	N Thompson Ln	CHANGE	N of Riverbend Dr	1C	No	1.311	2.235	4878.72	41		0.00	22225.28
SR 268	N Thompson Ln	CHANGE	NE of E Primm Lane	1C	No	2.235	2.523	1520.64	43		0.00	7265.28
SR 268	N Thompson Ln	CHANGE	W of Northboro Ct	1C	No	2.523	3.097	3030.72	45		0.00	15153.60
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.097	3.549	2386.56	56		0.00	14849.71
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.549	3.73	955.68	60		0.00	6371.20
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.73	3.787	300.96	71		0.00	2374.24
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.787	4.095	1626.24	60		0.00	10841.60
SR 268	N Thompson Ln	CHANGE	W of Lebanon Pike	1D	No	4.095	4.347	1330.56	50		0.00	7392.00
SR 268	Compton Rd	CHANGE	E of Lebanon Pike	1C	No	4.347	5.079	3864.96	38		0.00	16318.72
SR 268	Compton Rd	CHANGE	E of Compton Grove	1C	No	5.079	5.228	786.72	52		0.00	4545.49
SR 268	Compton Rd	END	E of Westbrook Drive	1C	No	5.228	6.59	7191.36	44		0.00	35157.76

Total Length (mi.): 54.614

Total Roadway Surface:

1,978,869.00

**INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

City Of Murfreesboro- Mowing

Approved Mowing Reimbursement Per Acre:

\$ 50.00

Calculated Maximum Reimbursement (Mowing):

\$ 37,050.00

Mowing Inventory Worksheet

Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR 1	1G	9.65	15.33	19.5		19.5	6	117.00
SR 1	1G	15.395	15.748	1.28		1.28	6	7.68
SR 1	1G	17.77	19.69	6.22	9.7	15.92	6	95.52
SR 1	1G	19.71	20	0.79	5.27	6.06	6	36.36
SR 2	1C	3.23	6	10.68		10.68	6	64.08
SR 10	1G	8	9.23	4.741	4.171	8.912	6	53.472
SR 10	1E	11.28	11.55	1.1		1.1	6	6.60
SR 96	1G	9.17	11.15	7.71	19.23	26.94	6	161.64
SR 96	1C	12.85	15.45	5.64		5.64	6	33.84
SR 99	1C	12.69	14.575	13.25		13.25	6	79.50
SR 268	1C	0	6.59	14.078		14.078	6	84.468
Total Contract Area (acres):								741.00

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

City Of Murfreesboro- Litter

Approved Litter Reimbursement Per Mile:	\$ 60.00
Calculated Maximum Reimbursement (Litter)	\$22,150.80

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR 1	1G	9.65	15.77	6.12	1	6.12	\$ 60.00	12	73.44	4406.40
SR 1	1D	15.77	17.77	2	1	2	\$ 60.00	12	24	1440.00
SR 1	1G	17.77	19.14	1.37	1	1.37	\$ 60.00	12	16.44	986.40
SR 1	2A	19.14	20.01	0.87	1	0.87	\$ 60.00	12	10.44	626.40
SR 2	1C	0	6	6	1	6	\$ 60.00	12	72	4320.00
SR 10	1G	8	9.23	1.23	1	1.23	\$ 60.00	12	14.76	885.60
SR 10	1E	11.28	11.55	0.27	1	0.27	\$ 60.00	12	3.24	194.40
SR 96	1G	9.17	9.33	0.16	1	0.16	\$ 60.00	12	1.92	115.20
SR 96	1G	9.41	10.55	1.14	1	1.14	\$ 60.00	12	13.68	820.80
SR 96	1G	10.62	11.15	0.53	1	0.53	\$ 60.00	12	6.36	381.60
SR 96	1C	12.85	15.45	2.6	1	2.6	\$ 60.00	12	31.2	1872.00
SR 99	1C	12.69	14.575	1.885	1	1.885	\$ 60.00	12	22.62	1357.20
SR268	1C	0	6.59	6.59	1	6.59	\$ 60.00	12	79.08	4744.80
Total Contract Litter (mi.):									369.18	\$ 22,150.80

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

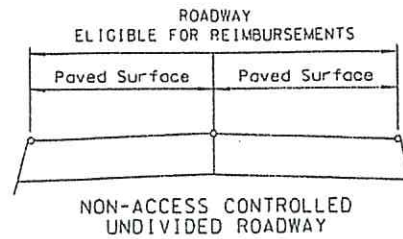


FIGURE 1A

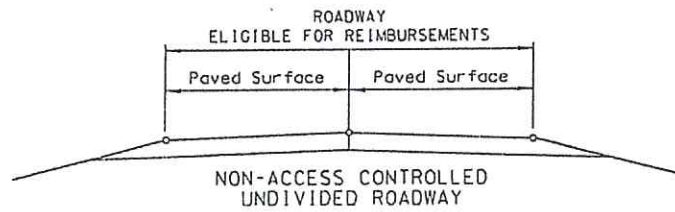


FIGURE 1B

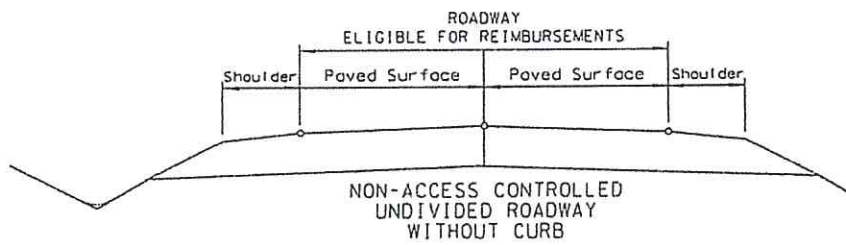


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

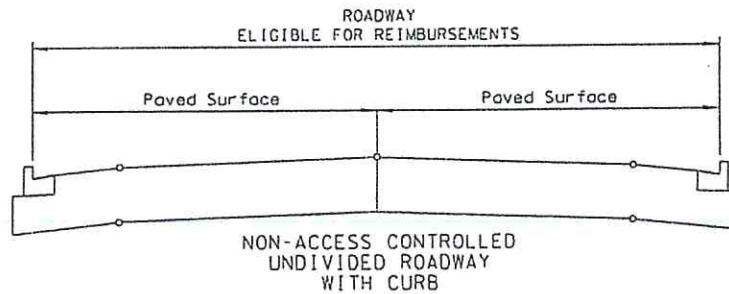


FIGURE 1D

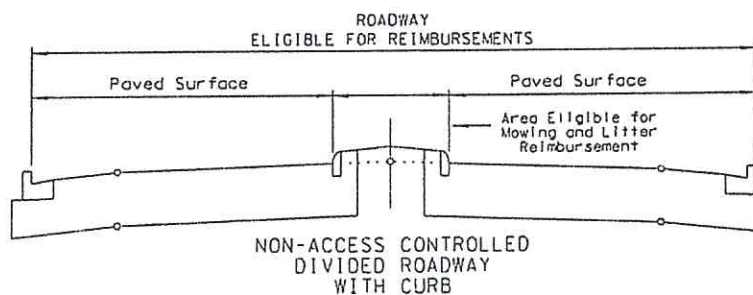


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

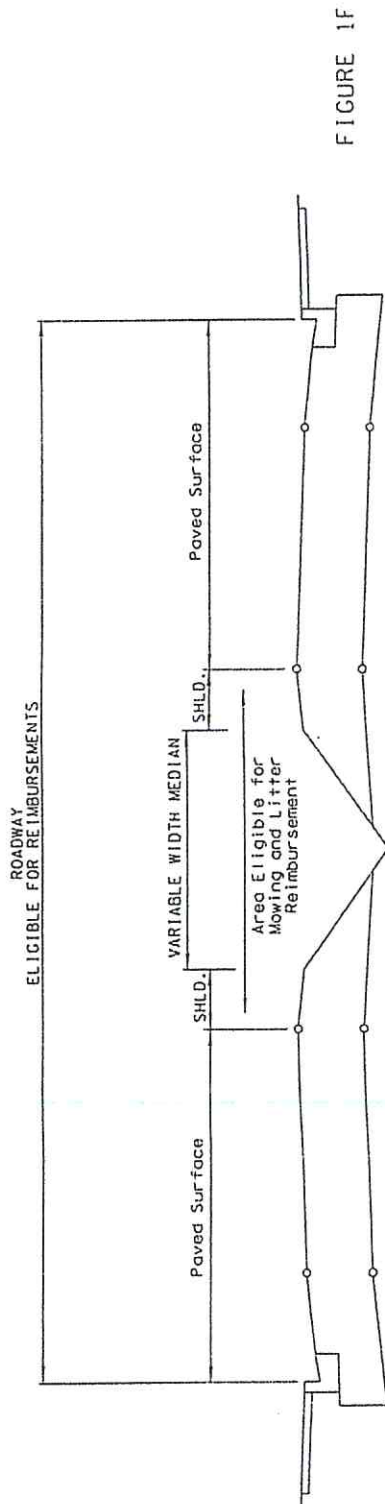


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

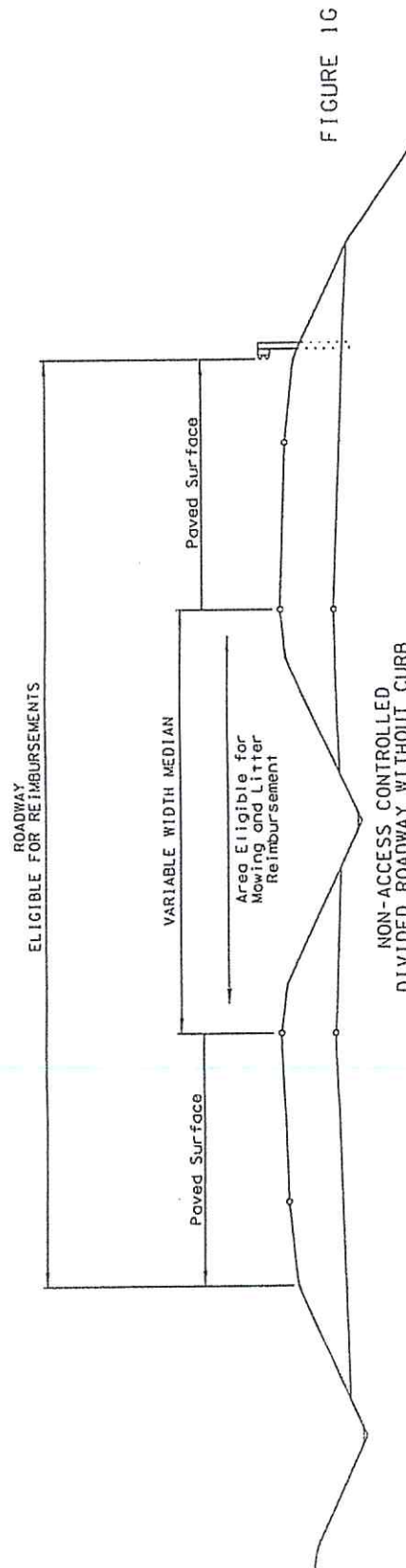


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

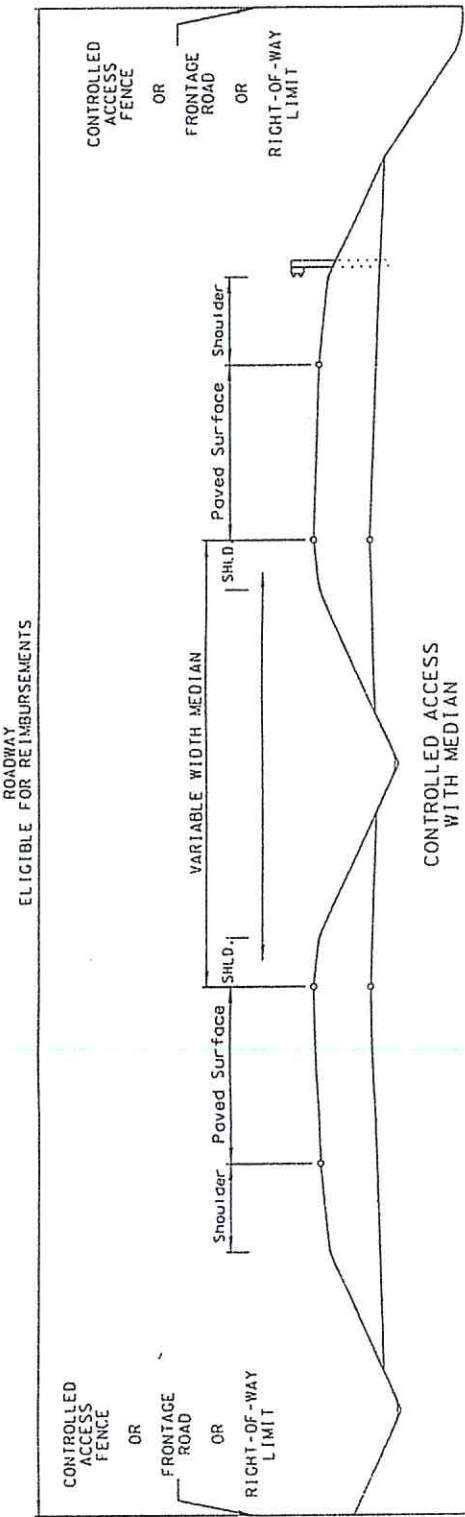


FIGURE 2A

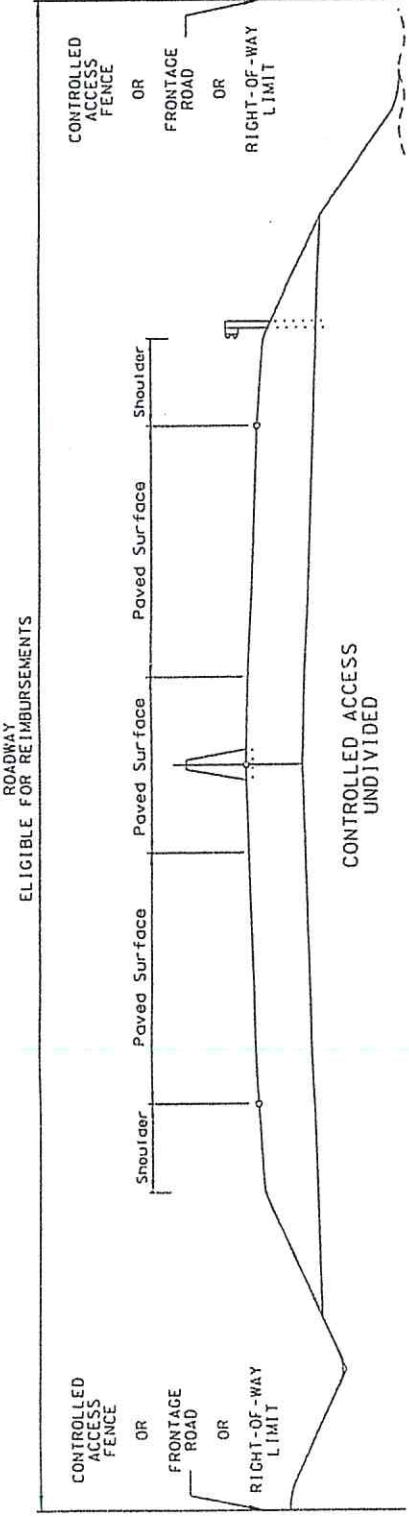


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2022-2023 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2022-2023 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

**CITY OF MURFREESBORO
MAXIMUM ALLOWABLE LABOR RATES**

(To be supplied by the City at this time)

Beginning July 1, 2022 and ending June 30, 2023

Job Title Classification	Low Rate	High Rate

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

Report of asphalt and concrete purchases.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Asphalt purchases, \$65,000, and concrete purchases, \$35,000, are funded by the Department's FY22 Budget.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/9/2021	Hawkins	411-E/64-22 Asphalt Mix	\$ 66.50	7.80	\$ 518.70	\$ 518.70
12/20/2021	Hawkins	307-BM 64-22	\$ 60.50	2.07	\$ 125.24	\$ 643.94
12/28/2021	Hawkins	307-BM 64-22	\$ 60.50	2.01	\$ 121.61	\$ 765.55
12/28/2021	Hawkins	307-BM 64-22	\$ 60.50	1.95	\$ 117.98	\$ 883.53
12/31/2021	Hawkins	307-BM 64-22	\$ 60.50	2.01	\$ 121.61	\$ 1,005.14
1/12/2022	Hawkins	411-E/64-22 Asphalt Mix	\$ 68.25	21.88	\$ 1,493.31	\$ 2,498.45
2/7/2022	Hawkins	307-BM 64-22	\$ 60.75	1.50	\$ 91.13	\$ 2,589.58
2/28/2022	Hawkins	411-D 70-22 Asphalt Mix	\$ 76.72	19.15	\$ 1,469.19	\$ 4,058.76
3/14/2022	Hawkins	411-D 64-22	\$ 76.72	2.02	\$ 154.97	\$ 4,213.73
3/14/2022	Hawkins	411-D 64-22	\$ 76.72	2.01	\$ 154.21	\$ 4,367.94
3/14/2022	Hawkins	411-D 64-22	\$ 76.72	2.12	\$ 162.65	\$ 4,530.59
3/17/2022	Hawkins	411-E 64-22	\$ 70.50	3.12	\$ 219.96	\$ 4,750.55
3/25/2022	Hawkins	411E	\$ 70.50	1.97	\$ 138.89	\$ 4,889.44
3/25/2022	Hawkins	411E	\$ 70.50	1.98	\$ 139.59	\$ 5,029.03
6/3/2022	Hawkins	411E R30 64-22	\$ 77.00	2.94	\$ 226.38	\$ 5,255.41

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.64	\$ 180.84	\$ 180.84
7/28/2021	Blue Water	E Mix 64-22	\$ 68.50	8.11	\$ 555.54	\$ 736.38
7/29/2021	Blue Water	E Mix 64-22	\$ 68.50	9.14	\$ 626.09	\$ 1,362.47
7/30/2021	Blue Water	E Mix 64-22	\$ 68.50	2.40	\$ 164.40	\$ 1,526.87
7/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.48	\$ 169.88	\$ 1,696.75
8/9/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	18.66	\$ 1,072.95	\$ 2,769.70
8/26/2021	Blue Water	E Mix 64-22	\$ 68.50	5.11	\$ 350.04	\$ 3,119.74
8/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.06	\$ 141.11	\$ 3,260.85
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.28	\$ 156.18	\$ 3,417.03
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.49	\$ 170.57	\$ 3,587.60
9/7/2021	Blue Water	E Mix 64-22	\$ 57.50	16.81	\$ 966.58	\$ 4,554.18
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	18.29	\$ 1,252.87	\$ 5,807.05
9/7/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	12.56	\$ 722.20	\$ 6,529.25
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	18.47	\$ 1,265.20	\$ 7,794.45
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	4.09	\$ 280.17	\$ 8,074.61
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	18.24	\$ 1,249.44	\$ 9,324.05
9/14/2021	Blue Water	E Mix 64-22	\$ 68.50	15.31	\$ 1,048.74	\$ 10,372.79
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	10.25	\$ 702.13	\$ 11,074.92
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	2.59	\$ 177.42	\$ 11,252.34
9/17/2021	Blue Water	E Mix 64-22	\$ 68.50	15.20	\$ 1,041.20	\$ 12,293.54
9/20/2021	Blue Water	E Mix 64-22	\$ 68.50	9.24	\$ 632.94	\$ 12,926.48
9/22/2021	Blue Water	E Mix 64-22	\$ 68.50	2.04	\$ 139.74	\$ 13,066.22
9/22/2021	Blue Water	E Mix 64-22	\$ 68.50	2.34	\$ 160.29	\$ 13,226.51
9/27/2021	Blue Water	E Mix 64-22	\$ 68.50	2.59	\$ 177.42	\$ 13,403.93
9/30/2021	Blue Water	E Mix 64-22	\$ 68.50	2.38	\$ 163.03	\$ 13,566.96
10/11/2021	Blue Water	E Mix 64-22	\$ 68.50	3.18	\$ 217.83	\$ 13,784.79
10/13/2021	Blue Water	E Mix 64-22	\$ 68.50	2.36	\$ 161.66	\$ 13,946.45
10/18/2021	Blue Water	E Mix 64-22	\$ 68.50	2.06	\$ 141.11	\$ 14,087.56
10/18/2021	Blue Water	E Mix 64-22	\$ 68.50	2.42	\$ 165.77	\$ 14,253.33
10/28/2021	Blue Water	E Mix 64-22	\$ 68.50	2.15	\$ 147.28	\$ 14,400.61
10/19/2021	Blue Water	E Mix 64-22	\$ 68.50	2.12	\$ 145.22	\$ 14,545.83
10/27/2021	Blue Water	E Mix 64-22	\$ 68.50	14.75	\$ 1,010.38	\$ 15,556.21
10/28/2021	Blue Water	E Mix 64-22	\$ 68.50	2.22	\$ 152.07	\$ 15,708.28
10/28/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	3.62	\$ 208.15	\$ 15,916.43
11/2/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	2.16	\$ 124.20	\$ 16,040.63
11/2/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	3.22	\$ 185.15	\$ 16,225.78
11/2/2021	Blue Water	E Mix 64-22	\$ 68.50	3.45	\$ 236.33	\$ 16,462.11
11/3/2021	Blue Water	E Mix 64-22	\$ 68.50	2.39	\$ 163.72	\$ 16,625.83

11/4/2021	Blue Water	E Mix 64-22	\$	68.50	2.26	\$	154.81	\$	16,780.64
11/5/2021	Blue Water	E Mix 64-22	\$	68.50	2.19	\$	150.02	\$	16,930.66
11/8/2021	Blue Water	E Mix 64-22	\$	68.50	2.04	\$	139.74	\$	17,070.40
11/8/2021	Blue Water	E Mix 64-22	\$	68.50	17.93	\$	1,228.21	\$	18,298.61
11/9/2021	Blue Water	E Mix 64-22	\$	68.50	2.42	\$	165.77	\$	18,464.38
11/9/2021	Blue Water	E Mix 64-22	\$	68.50	8.11	\$	555.54	\$	19,019.92
11/10/2021	Blue Water	E Mix 64-22	\$	68.50	2.23	\$	152.76	\$	19,172.68
11/11/2021	Blue Water	E Mix 64-22	\$	68.50	2.13	\$	145.91	\$	19,318.59
11/11/2021	Blue Water	E Mix 64-22	\$	68.50	11.05	\$	756.93	\$	20,075.52
11/16/2021	Blue Water	E Mix 64-22	\$	68.50	18.50	\$	1,267.25	\$	21,342.77
12/15/2021	Blue Water	E Mix 64-22	\$	68.50	2.52	\$	172.62	\$	21,515.39
1/28/2022	Blue Water	BM2 64-22 RP	\$	58.05	22.34	\$	1,296.84	\$	22,812.23
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	18.79	\$	1,220.41	\$	24,032.64
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	17.46	\$	1,134.03	\$	25,166.67
1/28/2022	Blue Water	E Mix 64-22 RP	\$	64.95	15.05	\$	977.50	\$	26,144.17
2/2/2022	Blue Water	BM2 64-22 RP	\$	58.05	22.37	\$	1,298.58	\$	27,442.75
2/2/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.37	\$	137.58	\$	27,580.33
2/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.06	\$	133.80	\$	27,714.13
2/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.01	\$	130.55	\$	27,844.68
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.00	\$	129.90	\$	27,974.58
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	1.98	\$	128.60	\$	28,103.18
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	28,237.63
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	28,372.08
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.10	\$	136.40	\$	28,508.48
2/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.00	\$	129.90	\$	28,638.38
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	1.98	\$	114.94	\$	28,753.32
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.06	\$	119.58	\$	28,872.90
2/11/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.06	\$	119.58	\$	28,992.48
3/1/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.27	\$	147.44	\$	29,139.92
3/1/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.04	\$	132.50	\$	29,272.42
3/1/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.29	\$	148.74	\$	29,421.16
3/1/2022	Blue Water	E Mix 64-22 RP	\$	64.95	16.12	\$	1,046.99	\$	30,468.15
3/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.14	\$	138.99	\$	30,607.14
3/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.14	\$	138.99	\$	30,746.13
3/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.45	\$	159.13	\$	30,905.26
3/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	19.43	\$	1,261.98	\$	32,167.24
3/2/2022	Blue Water	E Mix 64-22 RP	\$	64.95	18.53	\$	1,203.52	\$	33,370.76
3/3/2022	Blue Water	BM2 64-22 RP	\$	58.05	18.09	\$	1,050.12	\$	34,420.88
3/3/2022	Blue Water	E Mix 64-22 RP	\$	64.95	17.98	\$	1,167.80	\$	35,588.68
3/3/2022	Blue Water	E Mix 64-22 RP	\$	64.95	22.72	\$	1,475.67	\$	37,064.35
3/3/2022	Blue Water	E Mix 64-22 RP	\$	64.95	44.69	\$	2,902.61	\$	39,966.96
3/4/2022	Blue Water	BM2 64-22 RP	\$	58.05	18.09	\$	1,050.12	\$	41,017.08
3/4/2022	Blue Water	E Mix 64-22 RP	\$	64.95	17.98	\$	1,167.80	\$	42,184.88
3/10/2022	Blue Water	E Mix 64-22 RP	\$	64.95	10.06	\$	653.40	\$	42,838.28
3/15/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.01	\$	130.55	\$	42,968.83
3/15/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	43,103.28
3/15/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.03	\$	131.85	\$	43,235.13
3/29/2022	Blue Water	E Mix 64-22 RP	\$	64.95	9.94	\$	645.60	\$	43,880.73
3/29/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.40	\$	155.88	\$	44,036.61
3/31/2022	Blue Water	E Mix 64-22 RP	\$	64.95	12.10	\$	785.90	\$	44,822.51
3/31/2022	Blue Water	E Mix 64-22 RP	\$	64.95	12.88	\$	836.56	\$	45,659.07
4/5/2022	Blue Water	E Mix 64-22 RP	\$	64.95	5.08	\$	329.95	\$	45,989.02
4/29/2022	Blue Water	BM2 64-22 RP	\$	58.05	7.61	\$	441.76	\$	46,430.78
5/17/2022	Blue Water	BM2 64-22 RP	\$	58.05	2.13	\$	123.65	\$	46,554.43
5/17/2022	Blue Water	E Mix 64-22 RP	\$	64.95	6.28	\$	407.89	\$	46,962.32
5/20/2022	Blue Water	BM2 64-22 RP	\$	58.05	3.21	\$	186.34	\$	47,148.66
5/20/2022	Blue Water	E Mix 64-22 RP	\$	64.95	4.07	\$	264.35	\$	47,413.01
5/25/2022	Blue Water	E Mix 64-22 RP	\$	64.95	4.24	\$	275.39	\$	47,688.40
5/25/2022	Blue Water	E Mix 64-22 RP	\$	64.95	5.10	\$	331.25	\$	48,019.65

5/26/2022	Blue Water	E Mix 64-22 RP	\$	64.95	10.65	\$	691.72	\$	48,711.37
6/6/2022	Blue Water	E Mix 64-22 RP	\$	64.95	10.07	\$	654.05	\$	49,365.42
6/6/2022	Blue Water	E Mix 64-22 RP	\$	64.95	4.19	\$	272.14	\$	49,637.56
6/9/2022	Blue Water	E Mix 64-22 RP	\$	64.95	1.04	\$	67.55	\$	49,705.11
6/16/2022	Blue Water	E Mix 64-22 RP	\$	64.95	10.37	\$	673.53	\$	50,378.64
6/17/2022	Blue Water	E Mix 64-22 RP	\$	64.95	6.35	\$	412.43	\$	50,791.07
6/20/2022	Blue Water	E Mix 64-22 RP	\$	64.95	6.07	\$	394.25	\$	51,185.32
6/20/2022	Blue Water	E Mix 64-22 RP	\$	64.95	7.50	\$	487.13	\$	51,672.45
6/21/2022	Blue Water	E Mix 64-22 RP	\$	64.95	13.90	\$	902.81	\$	52,575.26
6/22/2022	Blue Water	BM2 64-22 RP	\$	58.05	5.71	\$	331.47	\$	52,906.73
6/22/2022	Blue Water	E Mix 64-22 RP	\$	64.95	2.07	\$	134.45	\$	53,041.18

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Vulcan	411E PG 64-22	\$ 80.85	2.20	\$ 177.87	\$ 177.87
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	20.40	\$ 1,425.76	\$ 1,603.63
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	18.20	\$ 1,272.00	\$ 2,875.63
8/6/2021	Vulcan	411E PG 64-22	\$ 81.02	8.82	\$ 714.60	\$ 3,590.23
8/24/2021	Vulcan	307BM PG 64-22	\$ 70.01	13.04	\$ 912.93	\$ 4,503.16
9/8/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.39	\$ 1,286.94	\$ 5,790.10
9/9/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.24	\$ 1,276.44	\$ 7,066.54
9/28/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.23	\$ 1,275.74	\$ 8,342.28
9/28/2021	Vulcan	307BM PG 64-22	\$ 69.98	9.36	\$ 655.01	\$ 8,997.29
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	10.44	\$ 845.33	\$ 9,842.62
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	10.25	\$ 829.94	\$ 10,672.56
9/29/2021	Vulcan	411E PG 64-22	\$ 80.97	12.45	\$ 1,008.08	\$ 11,680.63
10/4/2021	Vulcan	307BM PG 64-22	\$ 69.89	10.77	\$ 752.72	\$ 12,433.35
10/4/2021	Vulcan	411E PG 64-22	\$ 80.85	18.70	\$ 1,511.89	\$ 13,945.24
10/19/2021	Vulcan	307BM PG 64-22	\$ 69.98	2.80	\$ 195.94	\$ 14,141.18
10/26/2021	Vulcan	411E PG 64-22	\$ 80.97	2.22	\$ 179.75	\$ 14,320.93
12/21/2021	Vulcan	411E PG 64-22	\$ 82.99	2.19	\$ 181.75	\$ 14,502.68
3/29/2022	Vulcan	411E PG 64-22	\$ 85.00	18.07	\$ 1,535.95	\$ 16,038.63
		BITM-AC 5.6	\$ 2.26	18.07	\$ 40.84	\$ 16,079.47
3/29/2022	Vulcan	411E PG 64-22	\$ 85.00	2.04	\$ 173.40	\$ 16,252.87
		BITM-AC 5.6	\$ 2.26	2.04	\$ 4.61	\$ 16,257.48
3/30/2022	Vulcan	411E PG 64-22	\$ 85.00	16.35	\$ 1,389.75	\$ 17,647.23
		BITM-AC 5.6	\$ 2.26	16.35	\$ 36.95	\$ 17,684.18
3/30/2022	Vulcan	411E PG 64-22	\$ 85.00	4.07	\$ 345.95	\$ 18,030.13
		BITM-AC 5.6	\$ 2.26	4.07	\$ 9.20	\$ 18,039.33
4/1/2022	Vulcan	411E PG 64-22	\$ 85.00	3.10	\$ 263.50	\$ 18,302.83
		BITM-AC 5.6	\$ 6.35	3.10	\$ 19.69	\$ 18,322.52
4/1/2022	Vulcan	411E PG 64-22	\$ 85.00	3.02	\$ 256.70	\$ 18,579.22
		BITM-AC 5.6	\$ 6.35	3.02	\$ 19.18	\$ 18,598.40
4/7/2022	Vulcan	411E PG 64-22	\$ 85.00	7.56	\$ 642.60	\$ 19,241.00
		BITM-AC 5.6	\$ 6.35	7.56	\$ 48.01	\$ 19,289.01
4/7/2022	Vulcan	411E PG 64-22	\$ 85.00	3.69	\$ 313.65	\$ 19,602.66
		BITM-AC 5.6	\$ 6.35	3.69	\$ 23.43	\$ 19,626.09
4/8/2022	Vulcan	411E PG 64-22	\$ 85.00	5.11	\$ 434.35	\$ 20,060.44
		BITM-AC 5.6	\$ 6.35	5.11	\$ 32.45	\$ 20,092.89
4/15/2022	Vulcan	411E PG 64-22	\$ 85.00	2.56	\$ 217.60	\$ 20,310.49
		BITM-AC 5.6	\$ 6.35	2.56	\$ 16.26	\$ 20,326.75
4/19/2022	Vulcan	411E PG 64-22	\$ 85.00	4.15	\$ 352.75	\$ 20,679.50
		BITM-AC 5.6	\$ 6.35	4.15	\$ 26.35	\$ 20,705.85
4/20/2022	Vulcan	411E PG 64-22	\$ 85.00	8.34	\$ 708.90	\$ 21,414.75
		BITM-AC 5.6	\$ 6.35	8.34	\$ 52.96	\$ 21,467.71
4/22/2022	Vulcan	411E PG 64-22	\$ 85.00	2.04	\$ 173.40	\$ 21,641.11
		BITM-AC 5.6	\$ 6.35	2.04	\$ 12.95	\$ 21,654.06
4/25/2022	Vulcan	411E PG 64-22	\$ 85.00	3.06	\$ 260.10	\$ 21,914.16
		BITM-AC 5.6	\$ 6.35	3.06	\$ 19.43	\$ 21,933.59
4/29/2022	Vulcan	411E PG 64-22	\$ 85.00	5.10	\$ 433.50	\$ 22,367.09
		BITM-AC 5.6	\$ 6.35	5.10	\$ 32.39	\$ 22,399.48

STREET DEPARTMENT CONCRETE PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2		\$ 214.00	\$ 214.00
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2.5		\$ 267.50	\$ 481.50
7/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 695.50
7/14/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 1,016.50
7/15/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 1,230.50
7/16/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 1,498.00
7/29/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,658.50
7/30/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,819.00
8/3/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,979.50
8/4/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 2,247.00
8/10/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 2,407.50
8/11/2021	Nashville Ready Mix	3413 CF5	\$ 105.00	2.5		\$ 262.50	\$ 2,670.00
8/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 2,937.50
8/17/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 3,258.50
8/18/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 3,472.50
8/20/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 3,793.50
8/23/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 3,954.00
8/27/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1		\$ 107.00	\$ 4,061.00
9/3/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 4,221.50
9/3/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00			\$ 20.00	\$ 4,241.50
9/23/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 4,509.00
10/7/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1		\$ 107.00	\$ 4,616.00
10/11/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	6		\$ 642.00	\$ 5,258.00
10/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 5,418.50
10/19/2021	Nashville Ready Mix	3413 CF5	\$ 102.00	2.5		\$ 255.00	\$ 5,673.50
10/21/2021	Nashville Ready Mix	3413 CF5	\$ 105.00	2		\$ 210.00	\$ 5,883.50
11/16/2021	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 107.00	2		\$ 214.00	\$ 6,097.50
11/30/2021	Nashville Ready Mix	4000 PSI AE/Accel/Full Fibers	\$ 113.50	26		\$ 2,951.00	\$ 9,048.50
12/2/2021	Nashville Ready Mix	4000 PSI/Full fibers	\$ 108.00	17		\$ 1,836.00	\$ 10,884.50
12/2/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00	2		\$ 40.00	\$ 10,924.50
12/2/2021	Nashville Ready Mix	4451 LFS/Full Fibers	\$ 108.00	17		\$ 1,836.00	\$ 12,760.50
12/2/2021	Nashville Ready Mix	fuel surcharge	\$ 20.00	2		\$ 40.00	\$ 12,800.50
12/13/2021	Nashville Ready Mix	4000 PSI AE/Calcium/Full Fibers	\$ 110.00	17		\$ 1,870.00	\$ 14,670.50
12/15/2021	Nashville Ready Mix	4000 PSI AE/Accel/Full Fibers	\$ 113.50	4		\$ 454.00	\$ 15,124.50
12/20/2021	Nashville Ready Mix	4451 LFS/Full Fibers	\$ 108.00	15		\$ 1,620.00	\$ 16,744.50
12/20/2021	Nashville Ready Mix	Liquid Calcium Chloride	\$ 2.00	15		\$ 30.00	\$ 16,774.50
12/27/2021	Nashville Ready Mix	4000 PSI AE/Full Fibers	\$ 108.00	14		\$ 1,512.00	\$ 18,286.50
12/27/2021	Nashville Ready Mix	3500 CF5/Full Fibers	\$ 107.00	2		\$ 214.00	\$ 18,500.50
1/24/2022	Nashville Ready Mix	4451 LFS/Fibers	\$ 108.00	8		\$ 864.00	\$ 19,364.50
2/14/2022	Nashville Ready Mix	4451 LFS/Full Fibers	\$ 108.00	4		\$ 432.00	\$ 19,796.50
2/14/2022	Nashville Ready Mix	fuel surcharge	\$ 20.00	1		\$ 20.00	\$ 19,816.50
2/15/2022	Nashville Ready Mix	3413 CF5/Full fibers	\$ 107.00	1		\$ 107.00	\$ 19,923.50
2/16/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 107.00	1		\$ 107.00	\$ 20,030.50
2/25/2022	Nashville Ready Mix	Flowable Fill	\$ 94.00	10		\$ 940.00	\$ 20,970.50
2/25/2022	Nashville Ready Mix	fuel surcharge	\$ 20.00	1		\$ 20.00	\$ 20,990.50
2/28/2022	Nashville Ready Mix	4451 LFS/Full Fibers	\$ 114.00	4		\$ 456.00	\$ 21,446.50
2/28/2022	Nashville Ready Mix	fuel surcharge	\$ 20.00	1		\$ 20.00	\$ 21,466.50
3/17/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	1.5		\$ 169.50	\$ 21,636.00
3/17/2022	Nashville Ready Mix	fuel surcharge	\$ 30.00	1		\$ 30.00	\$ 21,666.00
3/21/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	2		\$ 226.00	\$ 21,892.00
3/23/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	1		\$ 113.00	\$ 22,005.00
3/24/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	1		\$ 113.00	\$ 22,118.00
3/25/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	2		\$ 226.00	\$ 22,344.00
4/22/2022	Nashville Ready Mix	3500 CF5/Half Fibers	\$ 111.00	2.5		\$ 277.50	\$ 22,621.50
4/22/2022	Nashville Ready Mix	Min Load charge/surcharge	\$ 105.00	1		\$ 105.00	\$ 22,726.50
4/26/2022	Nashville Ready Mix	3500 LFS/half fibers	\$ 110.00	2		\$ 220.00	\$ 22,946.50
4/26/2022	Nashville Ready Mix	Min Load charge/surcharge	\$ 105.00	1		\$ 105.00	\$ 23,051.50
4/28/2022	Nashville Ready Mix	3500 CF5/Half Fibers	\$ 111.00	2		\$ 222.00	\$ 23,273.50
4/28/2022	Nashville Ready Mix	Min Load charge/surcharge	\$ 105.00	1		\$ 105.00	\$ 23,378.50
5/4/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	2		\$ 226.00	\$ 23,604.50
5/9/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	2		\$ 226.00	\$ 23,830.50
5/17/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	1		\$ 113.00	\$ 23,943.50
5/18/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	3		\$ 339.00	\$ 24,282.50
5/20/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 113.00	2		\$ 226.00	\$ 24,508.50
6/3/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 129.00	1.5		\$ 193.50	\$ 24,702.00
6/14/2022	Nashville Ready Mix	3413 CF5/Full Fibers	\$ 129.00	2		\$ 258.00	\$ 24,960.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/6/2021	Orgain Ready Mix	Flowable fill	\$ 102.00	2		\$ 204.00	\$ 204.00
8/2/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	4		\$ 448.00	\$ 652.00
8/9/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	5		\$ 560.00	\$ 1,212.00
8/26/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	2.5		\$ 280.00	\$ 1,492.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	10		\$ 1,240.00	\$ 2,732.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	10		\$ 1,240.00	\$ 3,972.00
11/24/2021	Orgain Ready Mix	4000 PSI Conc., Fibermesh, 2% polarset	\$ 124.00	5		\$ 620.00	\$ 4,592.00
10/5/2021	Orgain Ready Mix	3500 PSI/Fibermesh	\$ 112.00	2		\$ 224.00	\$ 4,816.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/27/2021	Smyrna Ready Mix	3500 PSI Strt Chips Air	\$ 113.00	1.5		\$ 169.50	\$ 169.50
		Microfiber	\$ 6.00	0.75		\$ 4.50	\$ 174.00
3/22/2022	Smyrna Ready Mix	3500 PSI - 1/2" chips air	\$ 121.00	2		\$ 242.00	\$ 416.00
		Microfiber	\$ 6.00	2		\$ 12.00	\$ 428.00

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Task Order for Cityworks Asset Management System (AMS) Implementation

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Professional services task order under True North's Master Services Agreement to implement Cityworks Asset Management System (AMS) with the City's Geographic Information System (GIS).

Staff Recommendation

Approve task order with True North, LLC.

Background Information

Cityworks' Asset Management System (AMS) allows MWRD to migrate from a paper process to track service and work orders to a digital workflow using GIS as the hub. MWRD's Operations & Maintenance and Customer Service divisions will consolidate service and work orders in one system, which will increase preventive maintenance efficiencies and assist in the proactive determination of potential failure of critical assets. AMS will also allow MWRD to review and access inventory of assets quicker and timelier.

Implementation of an asset management system is consistent with the Department's Information Technology Master Plan (January 2013). That plan visualizes a computerized maintenance management system for work order and system monitoring of MWRD's collection and distribution systems.

Council Priorities Served

Responsible budgeting

Highly efficient electronic work orders tied to GIS is designed to benefit MWRD ratepayers.

Fiscal Impact

The task order is a not to exceed amount of \$75,775. MWRD has \$750,000 budgeted for FY22 and FY23 in our working capital reserve account for AMS implementation.

Attachments

True North Task Order and Scope of Services Overview

True North Client Work: **City of Murfreesboro MBORO005-05182022**

This Client Work Order, effective as of May 18, 2022, is made pursuant to the Master Services Agreement dated July 1, 2019, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro ("Client").

1. Scope and Description of Services/Work: **Cityworks AMS and Storeroom implementation services for the Water Resources Department (MWRD). This includes configuring Service Requests, Work Orders, and Inspections in AMS for the divisions of MWRD managing the water, wastewater, and stormwater assets and operations of the City.**

The scope for this phase does not include any integrations with 3rd party applications.

2. Work Products/Deliverables: **Deliverables include 240 hours of Cityworks AMS configuration services, Storeroom configuration and 80 hours of end user training/coaching.**
3. Term: **May 1, 2022 through August 31, 2022** unless earlier terminated.
4. Total Costs: **Not to Exceed \$75,775.00**
5. Supplemental Invoicing and Payment Information: **An initial invoice will be submitted after July 1, 2022 for work completed through the end of June 30, 2022. Subsequent invoices will be submitted at the beginning of each month for time worked in the previous month.**
6. The Designated Project Management Representatives responsible for this Client Work Order:

True North:

David Speight
119 MTCS Rd
Murfreesboro, TN 37129
Phone: (615) 890-7728
Fax: (615) 890-7729
E-mail: dspeight@tngeo.com

City of Murfreesboro:

Darren Gore
111 West Vine Street
Murfreesboro, TN 37130
Phone:
Fax:
E-mail:

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or True North resource hours, shall require a Client Work Order Amendment.

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the performance of this Client Work Order.

Concurrence By:
Client Management Representative

Accepted By:
True North Geographic Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: David Speight

Title: President

Date: 6/23/2022

APPROVED AS TO FORM

DocuSigned by:

Adam Tucker

Adam E. Tucker, City Attorney

June 27, 2022

Prepared for Darren Gore, Director
Murfreesboro Water & Sewer Department
300 NW Broad Street
Murfreesboro TN 37130

CITYWORKS AMS IMPLEMENTATION FOR MWRD – PHASE 1

MASTER SERVICE AGREEMENT - WORK ORDER 5

PROJECT SUMMARY

The project scope includes configuring Service Requests, Work Orders and Inspections in Cityworks AMS for the Murfreesboro Water and Sewer Department (MWRD). This includes workflows for maintenance of water, wastewater and stormwater assets including mains, valves, pumps, hydrants, manholes and treatment plants.

The scope of work includes implementing Cityworks Storeroom. Cityworks Storeroom tracks incoming and outgoing materials from multiple storage areas, including work vehicles. It also manages stock, material cost, suppliers, and requisitions. Storeroom supports cycle counts, barcode technology, ABC valuation, and LIFO/FIFO and weighted average cost types. Storeroom integrations with MUNIS is not included in this phase.

The MWRD is responsible for all software costs and licensing agreements with the software vendor independent of any professional services provided by True North.

PROJECT APPROACH

The True North project team would conduct a project kickoff meeting with MWRD Water Department to gather information, review workflows and refine functional requirements. True North will collaborate with MWRD to review GIS layers, provide any recommend enhancements to required GIS layers and publish services on MWRD's existing ArcGIS Enterprise site. True North will work in partnership with MWRD to gather information for Cityworks AMS, including employee information, equipment lists, materials, contractors, and work activities. True North will conduct weekly project calls with MWRD throughout the implementation.

The proposed Cityworks AMS implementation includes 240 hours for configuring work orders, service requests, and inspections on the City of Murfreesboro existing Cityworks environment hosted by True North. True North will configure Cityworks templates and Crystal Reports. The estimated project implementation timeline for Cityworks AMS is approximately 8 to 12 weeks depending on MWRD staff availability.

The Cityworks Storeroom implementation includes configurations and data entry for materials (MaterialUid, Description, Manufacturer, Supplier, Unit Cost and Unit of Measure) and a generic stock-on-hand quantity for each material. The implementation may include multiple storerooms, barcodes and barcode scanners, material updates and audit/inventory parameters.

Training and Support

During the implementation, True North will be working closely with MWRD Water Department staff to provide Cityworks training and support during each step of the implementation process. Staff will receive training prior to the testing phase with an additional series of training provided in advance of any “go-live” events. Up to 80 hours of training/coaching are included in this project phase.

Key Requirements:

- Department staff and consultants will be available for project meetings.
- MWRD will designate an executive within the organization to be the project sponsor.
- Department staff and consultants will review deliverables in agreed upon timeframes.
- MWRD or its consultants will provide True North with data, forms, and relevant details for workflows that will be configured in Cityworks AMS and Crystal Reports.
- MWRD will maintain internet and network connections capable of supporting GIS and Cityworks applications and remote server connections.
- MWRD will maintain all required software licenses.
- MWRD staff will seek additional Esri and Cityworks training to supplement knowledge, if needed.
- MWRD will perform an audit to determine an accurate count for material quantities for Storeroom.

Professional Services Cost Summary

Phase 1

Task	Cost	Timeline
Cityworks AMS Implementation includes Storeroom Configuration	\$75,775	8 to 12 weeks

These estimates are based on past projects of similar scope and scale.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: FY23 Tax Rate Ordinance
[Second Reading]
Department: Budget
Presented by: Erin Tucker, Budget Director
Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Approve the new certified property tax rate.

Staff Recommendation

Approve and adopt the Tax Rate Ordinance 22-O-12 on 2nd and final reading.

Background Information

The Rutherford County property assessor finalized the City's reappraisal of real and personal property and submitted that information to the State of Tennessee's Board of Equalization. The reassessment resulted in an increase to real and personal property values of approximately 36% which consequently lowered the effective tax rate from \$1.2894 to \$0.9526. Council approved the ordinance on first reading at the June 23, 2022 meeting.

Council Priorities Served

Responsible budgeting

The 2022 tax rate relates to the FY23 budgeted revenues. This rate accepts the State's certified tax rate at 0.9526, which is down from the previous tax rate of \$1.2894.

Fiscal Impact

The FY23 Budget did not project a tax rate increase. The rate certified is in-line with next year's budgeted property tax revenues.

Attachments

FY23 Tax Rate Ordinance 22-O-12

ORDINANCE 22-O-12 providing for the levy and collection of a tax for the year 2022 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2022, and the estimates of revenues to be received by the City of Murfreesboro for the year 2022, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2022, the sum of 95.26/100 Dollars (\$0.9526) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2023, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2023. Such interest shall be added to the amount of the said taxes, and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on January 1, 2023, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of January 1, 2023; and the costs fixed by the law of the State for collection of delinquent State or County taxes, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after January 1, 2023, or on and after such period or

periods of time to which said certification of such taxes to the City’s attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinances take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Amending the Zoning Ordinance
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Ordinance amending the Zoning Ordinance regarding alcohol manufacturing.

Staff Recommendation

Enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2022-802] to amend the Zoning Ordinance as it pertains to alcohol manufacturing, including breweries, distilleries, and wineries. During its regular meeting on May 4, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On June 23, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The proposed language will remove regulatory obstacles for a number of alcohol-related uses, such as microbreweries, brewpubs, etc., allowing this industry to grow and flourish within our community and contribute to the local economy.

Establish Strong City Brand

The proposed amendment reinforces the City's commitment to customer service, as it seeks to modernize and clarify the City's zoning regulations pertaining to alcohol-related uses.

Attachments:

Ordinance 22-O-13

ORDINANCE 22-O-13 amending Murfreesboro City Code Appendix A—Zoning, Sections 2, 7, 24, Chart 4, Chart 1 and Chart 1 Endnotes, dealing with alcohol manufacturing, City of Murfreesboro Planning Department, applicant [2022-802].

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

SECTION 1. Appendix A, Section 2, Interpretations and Definitions, of the Murfreesboro City Code is hereby amended in the Definitions subsection by inserting the following definitions in proper alphabetical order:

Artisan (use): A small commercial use for individual craft making or manufacturing that may be suitable outside of industrial zones. Artisan uses will typically involve work by hand or with limited smaller machinery. Representative artisan uses may include (without limitation) the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, metalwork, hand-woven articles, and related items, as well as uses specifically defined as “artisan” herein. The total floor area for artisan uses shall not exceed 3,000 square feet.

Artisan Brewery: A small commercial use Brewery that manufactures no more than 600 barrels of finished product containing beer per month. The total floor area used for brewing, including bottling, canning, kegging, and storage, shall not exceed 3,000 square feet. Accessory activities may include those activities and uses listed in Chart 1, Endnote 29.

Artisan Distillery: A small commercial use Distillery that manufactures no more than 5,500 gallons of finished product containing spirituous liquors or alcohol per month. The total floor area used for distilling, including bottling and barreling, shall not exceed 3,000 square feet. Accessory activities may include those activities and uses listed in Chart 1, Endnote 29.

Artisan Winery: A small commercial use Winery that manufactures no more than 5,500 gallons of finished product containing wine or mead per month. The total floor area used for vinting, including bottling and barreling, shall not exceed 3,000 square feet. Accessory activities may include those activities and uses listed in Chart 1, Endnote 29.

Barrel (beer): A standard unit of measurement for the brewing of beer and/or similar beverages which equals 31 gallons.

Brewery: An industrial use facility that brews ales, beers, and/or similar beverages on site. The brewing operation processes water, malt (or approved substitutes for malt), hops, yeast, and other ingredients into beer or ale by mashing, cooking, and fermenting. For the purposes of this Zoning Ordinance, this definition includes the manufacturing, blending, and bottling of malt beverages. “Beer” and “malt beverage” shall further have those definitions as provided by the federal Internal Revenue Code, the Federal Alcohol Administration Act, and the U.S. Alcohol and Tobacco Tax and Trade Bureau regulations, as may be amended from time to time. Breweries are classified as a use that manufactures more than 1,250 barrels per month. Accessory activities may include those activities and uses listed in Chart 1, Endnote 20.

Brewery, Micro: (See Microbrewery.)

Brewery, Artisan: (See Artisan Brewery.)

Distillery: An industrial use facility where any process of distillation of spirituous liquor or alcohol other than beer or wine is carried on, or where any process of rectification of such spirituous liquor or alcohol is carried on, or where any such spirituous liquors or alcohol are manufactured, produced, rectified, blended, or bottled from any substance whatever by any process other than, or in addition to, fermentation. Accessory activities may include those activities and uses listed in Chart 1, Endnote 20.

Distillery, Artisan: (See Artisan Distillery.)

Microbrewery: A commercial use Brewery that manufactures no more than 1,250 barrels of beer per month. Accessory activities may include those activities and uses listed in Chart 1, Endnote 29.

Restaurant, Brewpub: A restaurant that manufactures up to 425 barrels of beer per month on-premises for either consumption on premises or off premises and primarily sold directly to the consumer. The area used for brewing, including inventory storage, shall not exceed 35 percent of the total gross floor area of the commercial space. Accessory activities may include those activities and uses listed in Chart 1, Endnote 30.

Tasting Room: An area within a distillery (including an artisan distillery), a winery (including an artisan winery) or a brewery (including a microbrewery and/or artisan brewery) which serves and sells products produced by the distillery, winery, or brewery in association with tours of the facility. The sale of prepared food is prohibited; however, the sale of small prepackaged food items and/or the incidental provision of food without compensation is allowed.

Winery: An industrial use facility in which wine and/or mead is manufactured from any fruit, honey, or other products (whether grown/produced on-premises or off-premises), or brandies are distilled as a by-product of wine or other fruit, or cordials are compounded. Accessory activities may include those activities and uses listed in Chart 1, Endnote 20.

SECTION 2. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (D)(2) by adding a new subsection (d) as follows:

- (d) all Breweries (including Microbreweries and Artisan Breweries), Brewpubs, Distilleries (including Artisan Distilleries), and Wineries (including Artisan Wineries).

SECTION 3. Appendix A, Section 24, Overlay District Regulations, of the Murfreesboro City Code is hereby amended at Article VI, CCO, City Core Overlay District, subsection (B)(5)(c) by inserting under the listing titled INDUSTRIAL (Manufacture, Storage, Distribution of:), the following uses in proper alphabetical order:

- Brewery
- Distillery
- Winery

SECTION 4. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and

substituting in lieu thereof the attached Chart 1 amending alcohol manufacturing uses permitted by zoning district.

SECTION 5. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by deleting Endnote 20 in its entirety and substituting in lieu thereof the following and by adding new Endnotes 29 and 30 as set forth below:

20. Activities and uses by Breweries, Distilleries, and Wineries, where permitted by right, shall be subject to the following additional standards:

- (a) The following specific activities and uses are permitted on the premises of a Brewery, Distillery, or Winery:
 - (1) The growing, harvesting, grinding and/or milling of products suitable for processing on the premises;
 - (2) The packaging (whether by, without limitation, bottling, canning, and/or kegging) and storage of products produced either on or off the premises;
 - (3) Wholesale shipping/distribution of alcohol manufactured and/or packaged on the premises;
 - (4) Office functions related to the primary use;
 - (5) The sale of alcohol manufactured and/or packaged on the premises for off-premises consumption in accordance with T.C.A. Section 57-3-202;
 - (6) The sale of alcohol manufactured and/or packaged on the premises for on-premises consumption in accordance with T.C.A. Section 57-3-202;
 - (7) The operation of a Tasting Room;
 - (8) The serving of samples, with or without cost, of alcohol manufactured or packaged on or off the premises;
 - (9) Giving tours of the facilities to the general public;
 - (10) The sale of merchandise related to alcohol or the Brewery, Distillery, or Winery;
 - (11) A restaurant, bar, tavern, or other food service;
 - (12) Live entertainment; and
 - (13) Special events such as meetings, receptions, and other special occasions.
- (b) Each of the accessory activities/uses identified in subsections (a)(6-10) shall be subject to the provisions of this Zoning Ordinance as though such activities/uses were principal activities/uses of the premises. If a Brewery, Distillery, or Winery engages in one or more of the activities/uses identified in subsections (a)(6-10), and to the extent the regulations of such activities/uses conflict, the most restrictive regulation (or the regulation requiring the highest degree of compliance) shall control, as determined by the Planning Director.
- (c) All alcoholic beverage production shall be within completely enclosed structures.
- (d) In addition to any other setbacks and/or yard requirements imposed herein, structures relating to alcoholic beverage production, including packaging, barreling, and storage, shall be no less than 250 feet from any residential structure on a residentially zoned property, including a residential structure on land in a PUD, existing at the date of Site Plan approval. Distance shall be measured in a straight line from the nearest point of the alcoholic beverage manufacture structure to the nearest point of the residential structure.

(e) Security fencing may be constructed, provided such fencing meets the following standards:

- (1) Fencing along the public right-of-way, enclosing spaces for use by patrons, and/or use for screening and buffering requirements pursuant to this Zoning Ordinance shall be decorative and shall be constructed of iron, aluminum, or PVC;
- (2) Chain link fencing, where otherwise permitted, shall be plastic coated with black or green coating.

(f) By-products or waste from the alcoholic beverage production shall not be disposed of on-site but must be disposed of off-site in accordance with applicable state and federal law.

29. Activities and uses by Microbreweries, Artisan Breweries, Artisan Distilleries, and Artisan Wineries, where permitted by right, shall be subject to the following additional standards:

(a) The following specific activities and uses are permitted on the premises of a Microbrewery, Artisan Brewery, Artisan Distillery, or Artisan Winery:

- (1) The grinding and/or milling of products suitable for processing on the premises;
- (2) The packaging (whether by, without limitation, bottling, canning, and/or kegging) and storage of products produced either on or off the premises;
- (3) Wholesale shipping/distribution of alcohol manufactured and/or packaged on the premises;
- (4) Office functions related to the primary use;
- (5) The sale of alcohol manufactured and/or packaged on the premises for off-premises consumption in accordance with T.C.A. Section 57-3-202;
- (6) The sale of alcohol manufactured and/or packaged on the premises for on-premises consumption in accordance with T.C.A. Section 57-3-202;
- (7) The operation of a Tasting Room;
- (8) The serving of samples, with or without cost, of alcohol manufactured or packaged on or off the premises;
- (9) Giving tours of the facilities to the general public;
- (10) The sale of merchandise related to alcohol or the Artisan Brewery, Artisan Distillery, or Artisan Winery;
- (11) A restaurant, bar, tavern, or other food service;
- (12) Live entertainment; and
- (13) Special events such as meetings, receptions, and other special occasions.

(b) Each of the accessory activities/uses identified in subsections (a)(6-10) shall be subject to the provisions of this Zoning Ordinance as though such activities/uses were principal activities/uses of the premises. If an Artisan Brewery, Artisan Distillery, or Artisan Winery engages in one or more of the activities/uses identified in subsections (a)(6-10), and to the extent the regulations of such activities/uses conflict, the most restrictive regulation (or the regulation requiring the highest degree of compliance) shall control, as determined by the Planning Director.

(c) In addition to any other setbacks and/or yard requirements imposed herein, structures relating to alcoholic beverage production, including packaging, barreling, and storage, shall be no less than 75 feet from any residential

structure on a residentially zoned property, including a residential structure on land in a PUD, existing at the date of Site Plan approval. Distance shall be measured in a straight line from the nearest point of the alcoholic beverage manufacture structure to the nearest point of the residential structure. This requirement shall not apply to structures located within the CCO district.

- (d) All alcoholic beverage production shall be within completely enclosed structures.
- (e) Security fencing may be constructed, provided such fencing meets the following standards:
 - (1) Fencing along the public right-of-way, enclosing spaces for use by patrons, and/or use for screening and buffering requirements pursuant to this Zoning Ordinance shall be decorative and shall be constructed of iron, aluminum, or PVC;
 - (2) Chain link fencing, where otherwise permitted, shall be plastic coated with black or green coating.
- (f) By-products or waste from the alcoholic beverage production shall not be disposed of on-site but must be disposed of off-site in accordance with applicable state and federal law.

30. Activities and uses by Brewpubs, where permitted by right, shall be subject to the following additional standards:

- (a) The following specific activities and uses are permitted on the premises of a Brewpub:
 - (1) The grinding and/or milling of products suitable for processing on the premises;
 - (2) The packaging of beer in hand-capped or sealed containers in quantities up to one-half barrel or 15.5 gallons for immediate distribution or sale directly to the consumer on the premises;
 - (3) The sale of beer manufactured and/or packaged on the premises directly to the consumer for off-premises consumption in accordance with T.C.A. Section 57-3-202, the provisions of the Murfreesboro City Code, and the provisions of this Zoning Ordinance;
 - (4) The sale of beer manufactured and/or packaged either on or off the premises for on-premises consumption in accordance with T.C.A. Section 57-3-202;
 - (5) The serving of samples, with or without cost, of beer manufactured on the premises;
 - (6) Giving tours of the facilities to the general public;
 - (7) The sale of merchandise related to the Brewpub;
 - (8) Live entertainment; and
 - (9) Restaurant use, as defined in this Zoning Ordinance.
- (b) A Brewpub may self-distribute up to ten percent (10%) of its monthly barrelage at wholesale to other bars and restaurants in the state in compliance with state law, provided such distribution is within unmarked non-commercial delivery vehicles. Loading bays/docks, commercial delivery vehicles, box trucks, semi-trucks, etc. shall not be utilized in self-distribution from the Brewpub site.
- (c) All alcoholic beverage production shall be within completely enclosed structures.

(d) By-products or waste from the alcoholic beverage production shall not be disposed of on-site but must be disposed of off-site in accordance with applicable state and federal law.

SECTION 6. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended as follows:

DELETE:

Industrial Alcoholic Beverage Manufacture (and associated calculation)	1.5 for each 2 employees on the largest shift plus 1 space for each business vehicle. Additional parking for each accessory use (e.g., retail, tasting room, etc.) shall be calculated based on Chart 4 use parking standards and for uses not expressly listed on Chart 4 shall be provided on the same basis as required for the most similar listed use, as determined by the Planning Director.
---	---

ADD in alphabetical order:

Commercial Microbrewery, Artisan Brewery, Artisan Distillery, Artisan Winery	5 spaces, plus 1 for every 2 seats provided for indoor seating on the premises, plus 1 for every 3 seats provided for outdoor seating on the premises. Calculations shall apply to all indoor and/or outdoor seating areas, regardless of the specific use(s) for which the seating is provided. For purposes of this calculation only, seating shall not include bench or sofa style communal seating areas that are not used with a table or bar top.
--	---

ADD in alphabetical order:

Commercial Tasting room as a permitted, accessory use	1 for every 2 seats provided within the tasting room
--	---

AMEND:

Commercial Change from: Restaurant, night club, tavern or cocktail lounge	1 for each 100 square feet of f.a. or 1 for every 2 seats provided on the premises, whichever is greater not including any spaces reserved exclusively for carry-out orders
Change to: Restaurant, night club, tavern, cocktail lounge or Brewpub	1 for each 100 square feet of f.a. or 1 for every 2 seats provided on the premises, whichever is greater not including any spaces reserved exclusively for carry-out orders

SECTION 7. 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:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

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.

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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.

[illegible]

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.

USES PERMITTED ³	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI
Motor Vehicle Sales (Automobiles)																S	S		X ³	X ³
Motor Vehicle Sales (Other Than Automobiles)																S	S		X	X
Motor Vehicle Service ¹²																X	X		X	X
Movie Theater															X	X	X	X	X	X
Music or Dancing Academy															X	X	X	X	X	X
Offices												X	X	X	X	X	X	X	X	X ⁵
Optical Dispensaries												X	X		X	X	X	X	X	X ⁵
Pawn Shop																X		X	X	X
Personal Service Establishment														X	X	X	X	X	X	X
Pet Crematory																			S	S
Pet Funeral Home															X	X			X	X
Pet Shops															X	X	X	X	X	X
Pharmacies												X	X	X	X	X	X	X	X	X
Photo Finishing														X	X	X	X	X	X	X
Photo Finishing Pick-Up Station														X	X	X	X	X	X	X
Radio, TV, or Recording Studio																X	X	X	X	X
Radio and Television Transmission Towers															S	S		S	S	S
Rap Parlor																		X ⁹		
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X
Restaurant, Brewpub ³⁰														X	X	X	X	X	X	X
Restaurant, Drive-In																X		X	X	X
Restaurant, Specialty														X	X	X	X	X	X	X
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	S
Retail Shop, other than enumerated elsewhere															X	X	X	X	X	X
Salvage and Surplus Merchandise																X		X	X	X
Sauna																		X ⁹		
Sheet Metal Shop																X		X	X	X
Shopping Center, Community																X	X	X	X	X
Shopping Center, Neighborhood															X	X	X	X	X	X
Shopping Center, Regional																X	X	X	X	X
Specialty Shop												X	X	X	X	X	X	X	X	X
Tavern																X		X	X	X
Taxidermy Studio																S		S	S	S
Towing ¹²																X		X	X	X

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.

USES PERMITTED ³	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI
Veterinary Office												X	X	X	X	X	X		X	X
Veterinary Clinic															X	X	X		X	X
Veterinary Hospital																X	X		X	X
Vehicle Sales (Non-Motorized)																X	X		X	X
Vehicle Wash														X		X	X		X	X
Video Rental														X	X	X	X	X	X	X
Wholesaling																X		X	X	X
Winery, Artisan ²⁹														X	X	X		X	X	X
Wireless Telecommunications Towers, Antennas ¹⁷	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Wrecker Service, Wrecker Storage Yard ¹²																X			X	X
INDUSTRIAL																				
Manufacture, Storage, Distribution of:																				
Abrasive Products																			X	X
Asbestos Products																			S	
Automobile Dismantlers and Recyclers ⁷																			S ⁷	
Automobile Manufacture																			X	X
Automobile Parts and Components Manufacture																			X	X
Automobile Seats Manufacture																			X	X
Bakery Goods, Candy																			X	X
Boat Manufacture																			X	X
Bottling Works																			X	X
Brewery ²⁰																			X	X
Canned Goods																			X	X
Chemicals																			X	
Composting Facility																			S	
Contractor's Storage, Indoor																X	X	X	X	X
Contractor's Yard or Storage, Outdoor																X	X	X	X	X
Cosmetics																			X	X
Custom Wood Products																	X	X	X	X
Distillery ²⁰																			X	X
Electrical or Electronic Equipment, Appliances, and Instruments																			X	X
Fabricated Metal Products and Machinery																			X	X
Fertilizer																			X	

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.

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COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Rezoning property along Medical Center Parkway
[First Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 13.8 acres located at the southwest corner of Medical Center Parkway and Robert Rose Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

TDK Construction presented a zoning application [2022-403] for approximately 11.3 acres located south of Medical Center Parkway to be rezoned from MU (Mixed Use District) and GDO-1 (Gateway Design Overlay District 1) to PUD (Planned Unit District) and GDO-1 and for approximately 2.5 acres to be rezoned from MU and GDO-1 to CH (Highway Commercial District) and GDO-1. During its regular meeting on May 4, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action. After the public hearing, the applicant revised the PUD zoning plan to decrease the number of apartment units and increase the amount of office space. The Planning Commission then considered this item under Old Business at its May 18, 2022 regular meeting and voted to recommend its approval.

On June 23, 2022, Council held a public hearing and then voted defer action.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of commercial uses, which will generate sales tax revenue for the City and employment for opportunities for the community. In addition, it will enable an existing Murfreesboro company to build a new office headquarters and to also add more office space for future companies who wish to locate here.

Attachments:

1. Ordinance 22-OZ-17

2. Maps of the area
3. Planning Commission staff comments from 05/18/2022 meeting
4. Planning Commission minutes from 05/04/2022 and 05/18/2022 meetings
5. 2013 Robert Rose Village West master plan booklet
6. TDK Corporate Headquarters/Vintage "Mixed Use" PUD pattern book
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 18, 2022**

PRINCIPAL PLANNER: MARGARET ANN GREEN

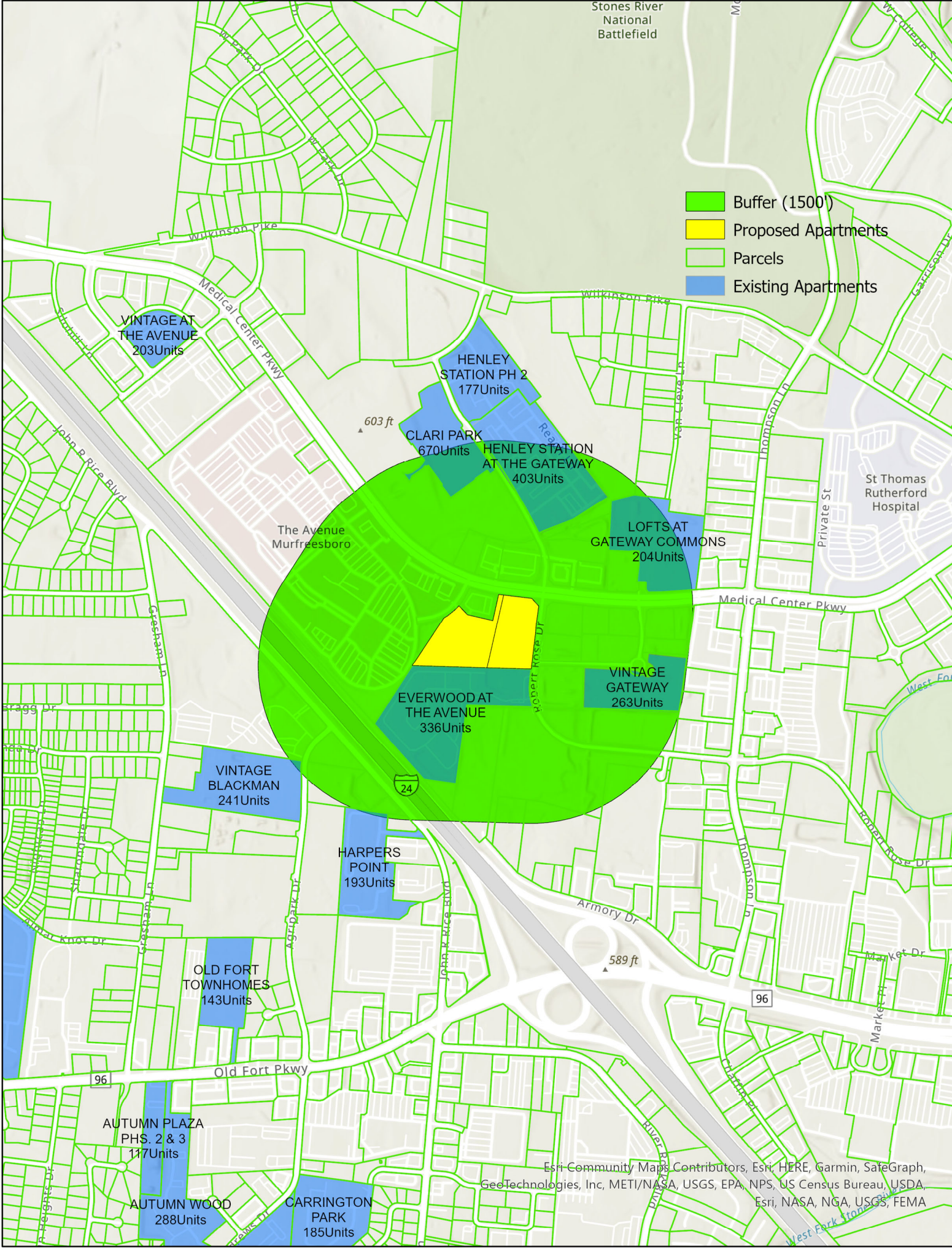
- 5.c. Zoning application [2022-403] for approximately 13.7 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive to be rezoned from MU and GDO-1 to PUD, CH, and GDO-1 (Vintage Apartments and TDK office), TDK Construction applicant.**

Introduction

The subject property is located along the south side of Medical Center Parkway, west of Robert Rose Drive and east of Maplegrove Drive (Tax Map 092 Parcels 006.06 & 006.06). The properties consist of 13.7 acres and are zoned MU (Mixed Use District) and GDO-1. The subject properties, the parcels to the north and south are a part of the Robert Rose Village West master planned development. The property to the west is the Avenues Lifestyle center, which is zoned CH, PSO and GDO-1. The properties to the east, across Robert Rose Drive, are a part of the Robert Rose Village East master planned development and consist of a future assisted living facility, apartments, self-storage, commercial strip centers, financial institutions, hotel, and restaurant.

The Gateway Design Overlay District currently has 3,114 apartments units available or under construction (see chart below). Of those rental units, 1,886 are located on the east side of I-24, with 1,683 apartments located within a walkable distance of 1,500 feet or less to the subject property. These numbers are for apartment and do not include dwelling units associated with Clari Park townhomes, Villas at Indian Creek townhome, Stonecrest townhomes, Gateway Village Condos, the Villages of Murfreesboro Senior Living or the Blake at Gateway Assisted Living.

Apartments	# d.u.
Clari Park	300
Everwood at the Avenue	336
Henley Station Ph 1	403
Henley Station Ph 2	177
Lofts at Gateway Commons	204
Vintage at the Avenue	203
Vintage Gateway	263
Stonecrest	321
Integra Creek	348
Springfield Apartments	271
Vantage Murfreesboro	288
Total Apartment Units	3114



Background & Timeline

In February of 2013, then property owner, C.M. Gatton Trustee, submitted a Master Plan for 37.5 acres. The master plan envisioned a mixture of a large commercial tract surrounded by multiple smaller outparcels and rounded out by a multifamily tract large enough to support over 300 units (see excerpt).

- On May 15, 2013, the Planning Commission approved plans for Peter D's restaurant (now McAllister's).
- June 5, 2013, the Planning Department initiated a study to rezone properties to the newly created MU district. The Robert Rose Village West master planned property was included in the rezoning as the MU district was consistent with the Rose Village West Master Plan. October 2, 2013, the Planning Commission conducted a public hearing on the matter.
- On February 12, 2014 the Planning Commission considered plans for a Movie Theater on Lot 2.*
- On March 19, 2014, the Planning Commission approved plans for 336 dwelling units at Everwood at the Avenue apartments. *

** The plans for Lots 2 & 3 require that these lots depend on each other to meet development standards. Lot 3 provides offsite operation and maintenance of stormwater management facilities for Lot 2 and Lot 2 extends public sewer to Lot 3.*

- Sterling Properties purchased Lot 2 (theater site) to relocate it to the Stones River mall property.
- May 20, 2015, the Planning Commission approved a Robert Rose Village West Master Plan amendment to break up Lot 2 (previously the theater site) into 3 smaller lots (newly created lots 2, 3 & 4).
- The Planning Commission approved a site plan for the Carmike movie theater at Stones River Mall on June 22, 2016.

Zoning Ordinance limitations on apartments in MU District

The Mixed-Use district permits various types of commercial, office and institutional uses and incorporates some multi-family. A few years after the creation of the MU district, the Murfreesboro City Council became aware that MU zoned properties were becoming consumed by multi-family uses. City Council asked staff to draft a Zoning Ordinance amendment that protected the mixed-use vision for this area and required properties to develop with primarily commercial, office and institutional uses. The following endnote 22 found in *Chart 1 Endnotes. Uses Permitted by Zoning District* quoted was adopted:

In the MU district, each development shall include uses from no fewer than two (2) of the following use categories listed in Chart 1 of this article: dwellings, other housing,

institutions, and commercial. For purposes of this endnote, the following uses shall also satisfy the requirement for a minimum of two use categories in the MU district: office, regional shopping center, and community shopping center. In developments consisting of ten (10) or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than twenty-five (25) percent of developable land area. In developments consisting of fewer than ten (10) acres in the MU zoning district, the use “dwellings, multiple-family shall constitute no more than fifty (50) percent of developable land area. For purposes of this endnote, “development” shall refer to a clearly delineated area for which a master plan has been submitted in accordance with Article III, GDO, Gateway Design Overlay District. For purposes of this endnote, “developable land area” shall not include land constrained by: natural resources, features, or barriers; historically-significant areas or structures; or overhead or underground transmission lines or easements.

During public inquiries for the development of these properties, Planning Staff shared with the current and potential landowners that the properties identified as Lots 2, 3 & 5 on the Robert Rose Village West Master Plan have no entitlement for multi-family, residential as a permitted use. The entitlement for apartments belongs to Lot 3 (Everwood at the Avenue) within the Robert Rose Village West Master Plan area. The Everwood at the Avenue apartments are located on 21.9 acres and have 336 dwelling units. The land devoted to this apartment complex is approximately 58%, a number that far exceeds the maximum 25 percent allowed by the current Zoning Ordinance. However, the approval and development of Everwood at the Avenue occurred prior to the adoption of endnote 22 (referenced above) and is considered a lawfully established, non-conforming use.

TDK Apartments and Office PUD/CH

TDK Apartments & Office Planned Unit District- 11.3 acres

TDK Construction has a contractual interest in the subject property and is pursuing a planned development zoning in order to allow multi-family as a permitted use, as it is not allowed under the current zoning. The applicant also proposes to utilize the PUD to allow several exceptions to density, area, bulk, and parking regulations as described further in this report.

Changes to the program book since May 4, 2022, Public Hearing:

The developer provided a list of changes made to the PUD since the Planning Commissions’ public hearing on May 4, 2022.

- Reduced multi-family dwelling unit count from 274 to 232 units.
- Added additional parking where we reduced building size for removal of units.
- Increased office space 10,000 ft² (from 50,000 ft² to 60,000 ft²)
- Removed shared parking exception request and added exception request to parking calculation from 1.5 to 1.1 for one-bedroom dwelling units.

The proposed PUD includes a mixture of uses including 232 multi-family dwelling units, offices, restaurants, and retail spaces. The first phase of development includes the shared access drives to the existing street network and the office building fronting Robert Rose Drive. This office building is a 60,000 square foot, 5-story (80-foot tall) multi-tenant office. The applicant, TDK, intends to relocate their business office from 1610 South Church Street to this site. The apartments will consist of a maximum of 138 one-bedroom units and 94 two-bedroom units. A minimum of 13,000 square feet of the first floor is to be dedicated to commercial uses such as offices, restaurants, and retail spaces.

Traditional Mixed-Use Design and Architecture

Traditional mixed-use centers are characterized with multi-story buildings that occupy the majority of the site and are set at the street edge, creating “architectural enclosure” with enhanced streetscape design. Mixed-use buildings should be designed to fit well into the surrounding context and traditionally incorporate extensive expanses of glass, windows or transparency on the first floor. As rendered in the PUD book, the mixed-use structures (apartment buildings) have an over-reliance on cementitious siding and do not fit the character and quality of commercial building in the GDO. The cementitious siding should be replaced with a brick, stone or rock. Service areas are important to the operation of commercial spaces, therefore they should be identified on the plans and located in a way that they are minimized.

In these centers, parking is traditionally located on-street or within parking structures, with reduced common surface parking lots. If utilized, on-site parking is best oriented toward the rear or sides of the property. The PUD relies on surface parking lot to provide the required parking with on-street parking spaces along the east-west drive.

It is imperative to the mixed -use concept that areas are designed for pedestrians and that they connect to surrounding neighborhoods and places of commerce. Wide sidewalks are needed to emphasize the pedestrian use. Design of public accessways within a mixed-use center should be scaled to address pedestrians while accommodating bicycles and motor vehicles.

Mixed-use centers integrate amenities into the site design, including common areas, streets and open space. The PUD proposes a robust amenity package in the center of the multi-family building that creates pocket parks providing open space amid an urban environment and a place to gather and host community events. However, because access to these spaces is heavily restricted with fences, gates and locks, the design team can take the opportunity to incorporate pedestrian activity and interaction with wide sidewalks and plazas.

The fountain and reflecting pool to be provided along Robert Rose Drive creates an opportunity for connections to this space and to enhance that public realm. Additional treatments along the east-west drive can be incorporated to connect the spaces, as well the addition of treatments along the access drive to Medical Center Parkway.

The Zoning Ordinance requires multiple-family developments and single-family attached townhouse developments with more than 75 dwelling units to provide a drive-up external commercial grade garbage compactor. The solid waste management plan for the PUD is for phase 1 to handle waste via a temporary waste receptacle until the compactor in phase 2 is operational.

The PUD book was updated to include a list of the uses permitted within the PUD (page 09). Particular attention should be paid to those uses that are incompatible with mixed-use or residential uses. Uses such as gas stations, automotive repair, motor vehicle sales, and car washes in the CH outparcels will be prohibited in the restrictive covenants.

<ul style="list-style-type: none"> ▪ Multi-family ▪ Retail Bakery ▪ Bank Branch office ▪ Barber or Beauty Shop ▪ Book or Card Shop ▪ Business School ▪ Business & Communication Service ▪ Catering Establishment ▪ Clothing Store ▪ Coffee, Food or Beverage Kiosk ▪ Commercial Center ▪ Delicatessen ▪ Dry Cleaning Pick-up station ▪ Financial Service- Excluding Cash Advance Business 	<ul style="list-style-type: none"> ▪ Flower or Plant Store ▪ Interior Decorator ▪ Locksmith, Keys ▪ Offices ▪ Optical Dispensaries ▪ Personal Service Establishment ▪ Pharmacies ▪ Photo Finishing ▪ Photo Finishing Pick-Up Station ▪ Radio, TV, or Recording Studio ▪ Reducing & Weight Control Services ▪ Restaurant and Carry-Out Restaurant ▪ Specialty Restaurant ▪ Specialty-Limited Restaurant 	<ul style="list-style-type: none"> ▪ Retail Shop, other than enumerated elsewhere ▪ Specialty Shop ▪ Brewery ▪ Food & Beverage Products except animal slaughter, stockyards, rendering, and brewery ▪ Potter, Figurines, & Ceramic Products ▪ Post Office or Postal Facility ▪ Telephone or Communication Services ▪ Advertising Sign ▪ Home Occupations
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CH- 2.5 acres

The proposed uses within the CH portion of this plan are unknown at this time, therefore the application request to rezone the 2.5 acres, while remaining within the GDO-1 overlay. Although they could develop under the existing MU district, the applicants want to demonstrate they do not wish to allow any additional residential uses on these properties- MU district allows multi-family by right while CH prohibits residential uses altogether. Approximately 2.5 acres is proposed to zoned CH, which potentially may create 2 commercial outparcels.

The properties proposed to be zoned CH are not restricted by the PUD and allow uses that are incompatible with the adjacent mixed-use. Some uses that are permitted in the

CH & GDO-1 that are incompatible with the adjacent PUD are gas stations, automotive repair, motor vehicle sales, and car washes. The applicant may wish to add this area within the PUD so that the zoning will regulate the uses so that they are compatible with the proposed MU or they may wish to add private use restrictions that are regulated by the owners association and not by zoning or the City of Murfreesboro.

Transportation, Parking and Access:

The applicant submitted a Draft Traffic Impact Study at the request of Planning and Transportation Staff. The traffic study is needed for staff to provide comments and feedback regarding the project.. Cross-access is shown to the Avenues Lifestyle center on the plans. Documentation of this agreements of this connection are requested.

The Gateway Streetscape Master Plan applies to the subject properties. The Gateway Streetscape elements required along Medical Center Parkway and Robert Rose Drive are committed to being constructed with the construction of the apartments and office building and not delayed until the CH outparcels develop.

The applicants are requesting relief from the minimum required off-street parking spaces for the one-bedroom units. The request is to require 1.1 space per one-bedroom instead of 1.5 spaces per bedroom. The plan proposes to have a maximum of 138 one-bedroom units and 188 two-bedroom units, which results in a parking requirement of 414 parking spaces. The PUD book proposes to provide a minimum of 359 spaces, which is a reduction of 55 parking spaces.

The commercial component is identified as a “commercial center” and requires 58 parking spaces, and the office requires 217 spaces for a total of 275 regular, off-street parking spaces. With this parking scenario, restaurant space will be limited to no more than 35% of the gross floor area.

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

- 1) to promote flexibility in development design and to permit planned diversification in the location of structures;
- 2) to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
- 3) to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
- 4) to encourage the total planning of land tracts consistent with adopted long-range plans;
- 5) to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
- 6) to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;

- 7) to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
- 8) to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
- 9) to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
- 10) to encourage the revitalization of established commercial centers;
- 11) to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
- 12) to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
- 13) to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Exceptions

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

Exceptions must be specifically identified and requested in the application for a planned development. The PUD book provides specifically requests the following 6 exceptions:

1. Requesting an exception to endnote 22 of Chart 1 Endnotes. Uses Permitted by Zoning District to allow multi-family as a permitted use (Not currently permitted in underlying MU zoning) [In developments consisting of ten (10) or more acres in the MU zoning district, the use "dwellings, multiple-family" shall constitute no more than twenty-five (25) percent of developable land area.] To allow multi-family residential land-use as a part of this PUD.
2. Requesting an exception to the allowable number of multi-family units beyond the 25% limitation in endnote 22 of Chart 1 Endnotes. Specifically this PUD is requesting up to 232 multi-family units.

3. Requesting an exception to Minimum Building Setbacks along Robert Rose Drive from 50-feet to 40-feet.
4. Requesting exceptions to Zoning Ordinance and Design Guidelines regarding commercial architecture and permitted materials for the mixed-use buildings, to allow the use of faux wood in building elevations.
5. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.
6. Requesting exception to single bedroom parking calculations to utilize 1.1 instead of 1.5 spaces per bedroom.

Future Land Use Map

The proposed *Murfreesboro 2035 Future Land Use Map* indicates that General Commercial Character (GC) is most appropriate for the subject property. The apartments are inconsistent with the GC character; however, the office building and CH zoning is consistent with the GC character.

This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses like regional shopping center, grocery, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.

Proposed Future Land Use Map



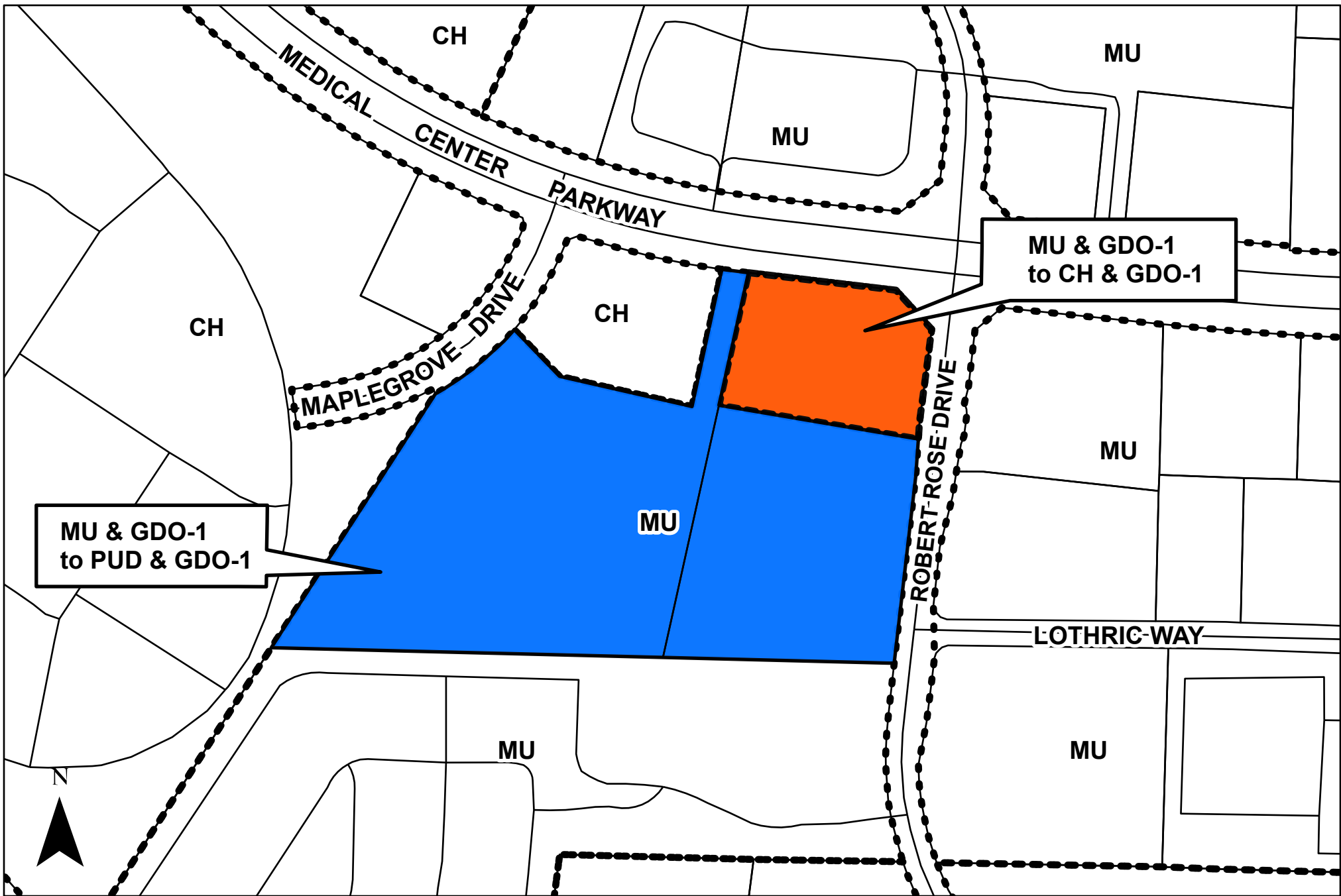
Future Land Use 2021	
	Future Study Area
	Suburban Estate
	Suburban Residential
	Auto-Urban Residential
	Multi-Family Residential
	Mixed Form Housing
	Suburban (Neighborhood) Commercial
	Business (Office) Park
	(General) Commercial
	Mixed Use
	General Industrial
	Heavy Industrial
	Public / Private / Institutional
	Employment-Generating
	Business / Innovation
	Park / Open Space

Recommendation:

Staff would like the Planning Commission to consider the following items in its review of this request:

1. The apartment portion of the rezoning request is inconsistent with the proposed *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
2. The Zoning Ordinance limits on multi-family residential uses for master planned developments in the MU zone.
3. The proposed reduction of 55 parking spaces for the project.
4. Other exceptions as noted on sheet 26.

The applicant will be available at the Planning Commission workshop meeting to discuss the proposed rezoning request. The Planning Commission will need to consider the item and then formulate a recommendation to the City Council.

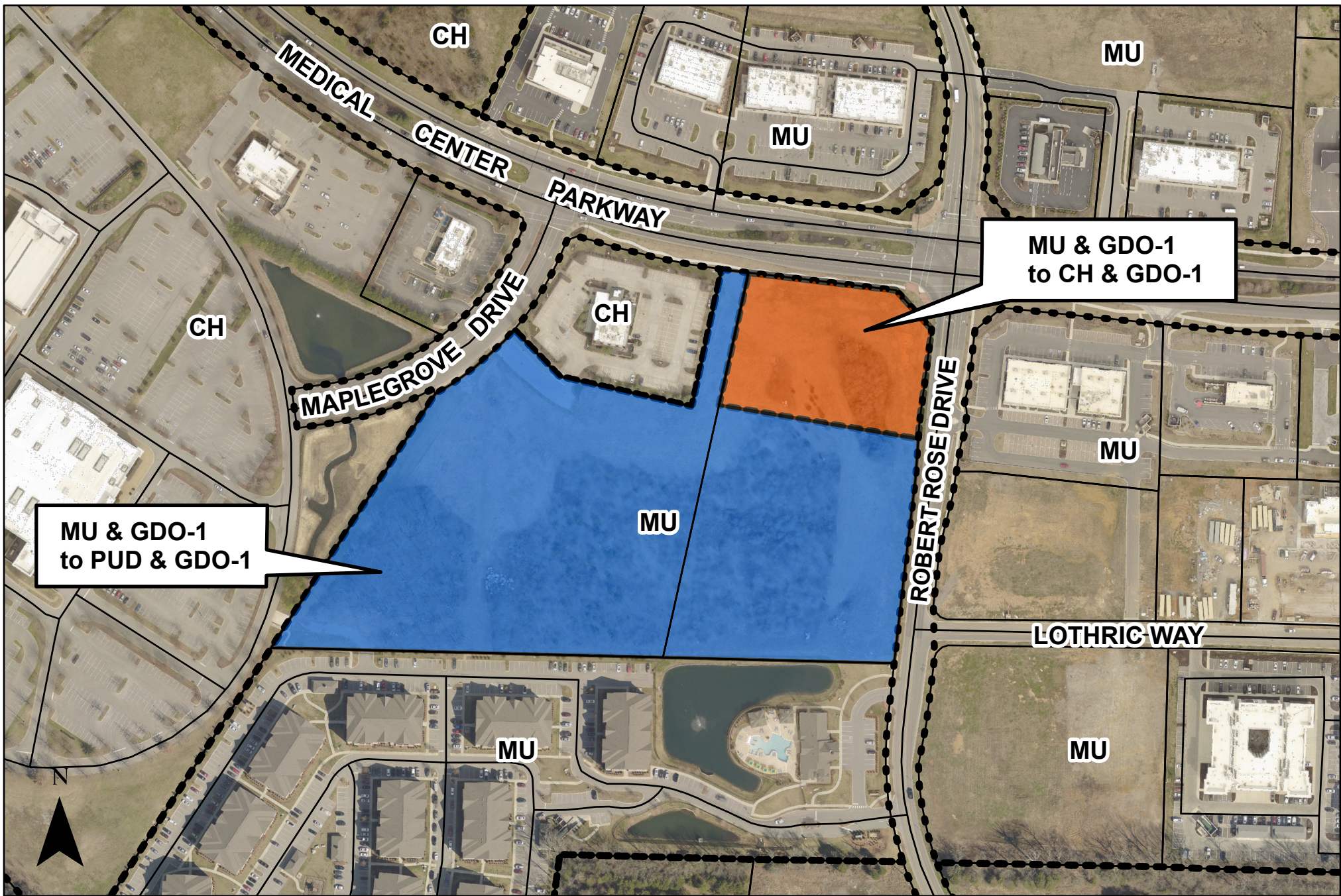


Rezoning request for property along Medical Center Parkway and Robert Rose Drive
 MU & GDO-1 to CH & GDO-1 and
 PUD (TDK Corporate Headquarters/Vintage Mixed-Use PUD) & GDO-1

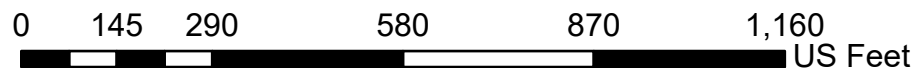


0 145 290 580 870 1,160
 US Feet

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



Rezoning request for property along Medical Center Parkway and Robert Rose Drive
 MU & GDO-1 to CH & GDO-1 and
 PUD (TDK Corporate Headquarters/Vintage Mixed-Use PUD) & GDO-1



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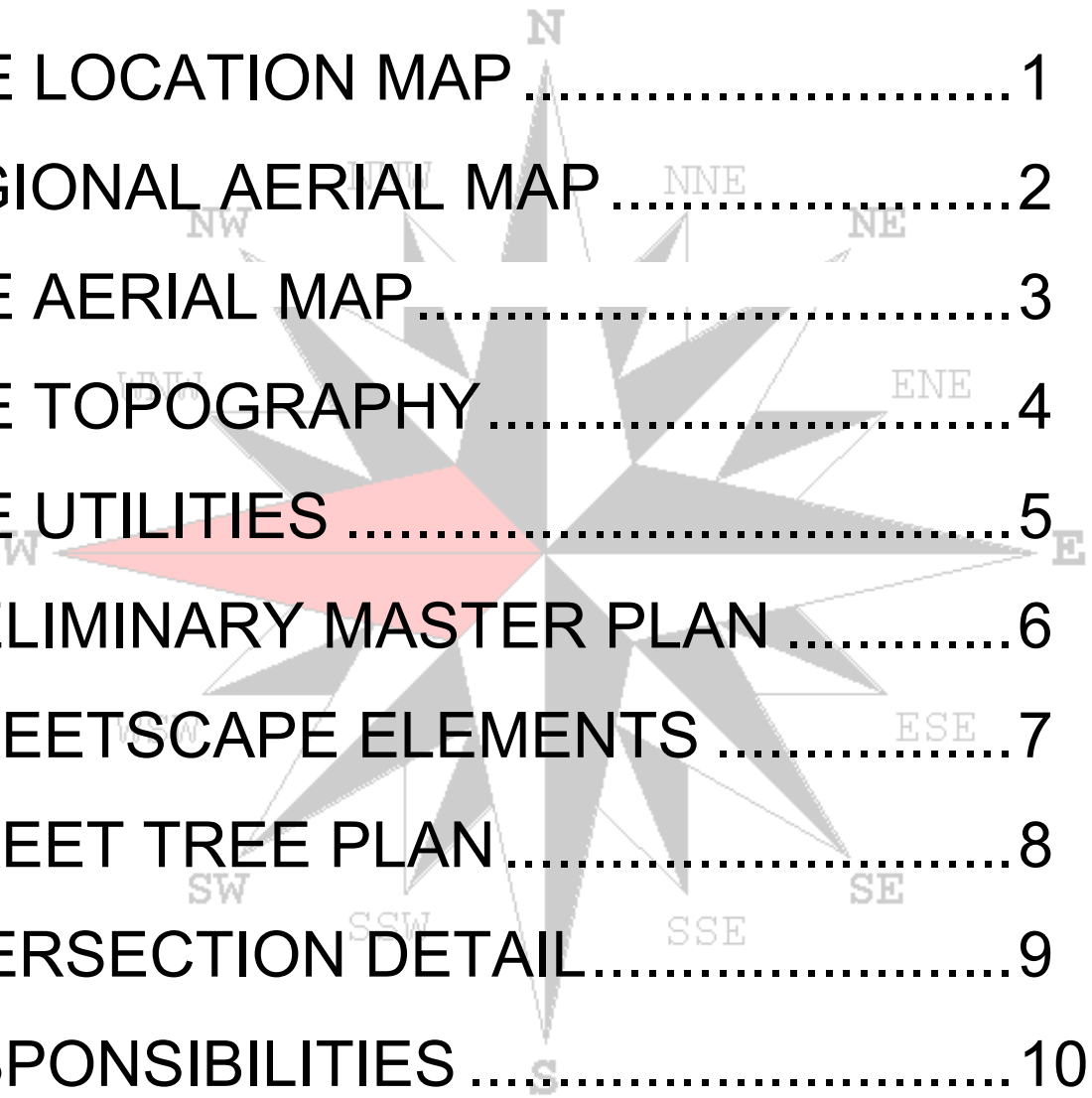
DEVELOPMENT STANDARDS FOR

Robert Rose Village West



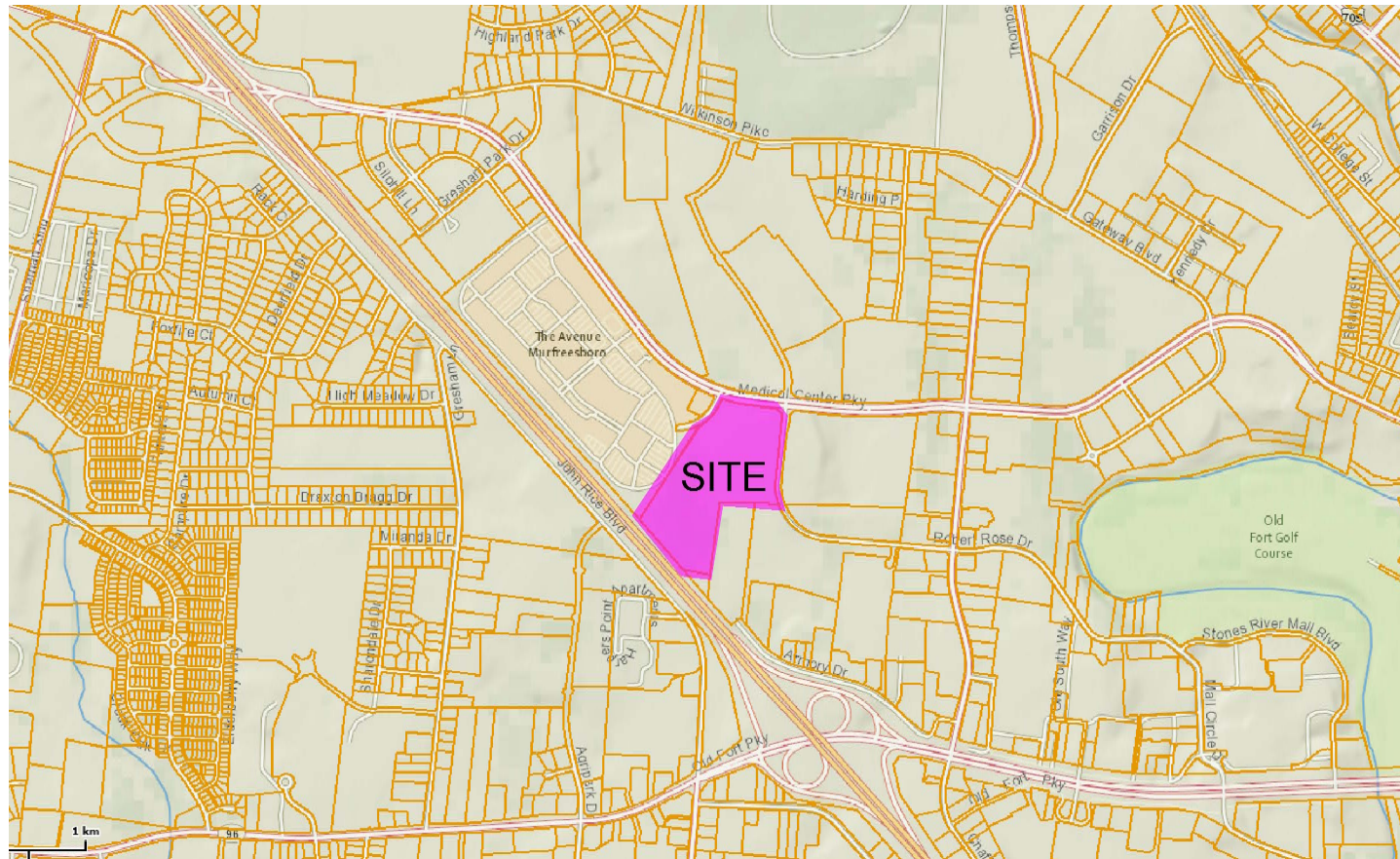
Submitted on February 4, 2013
Resubmitted on February 19, 2013

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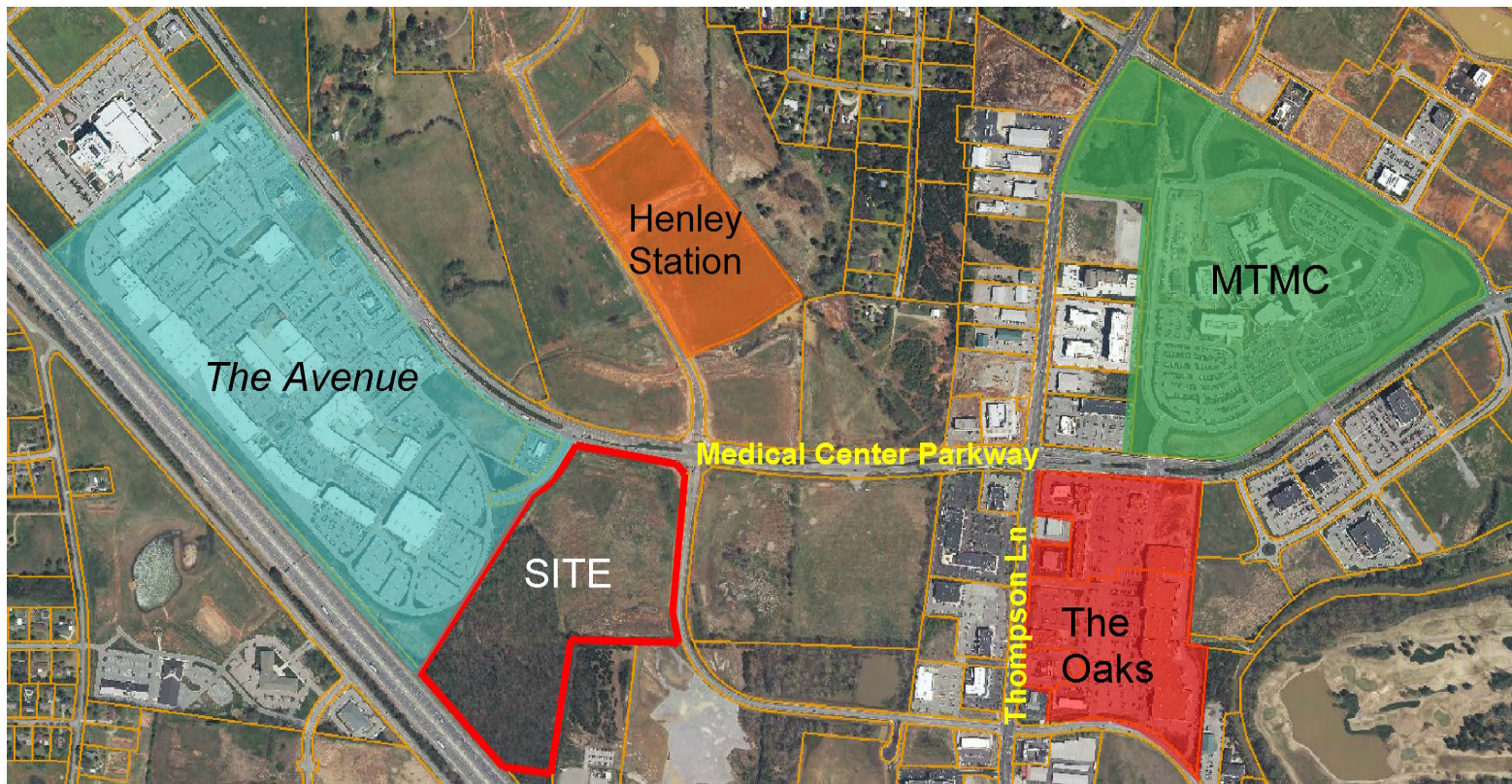
SITE LOCATION MAP



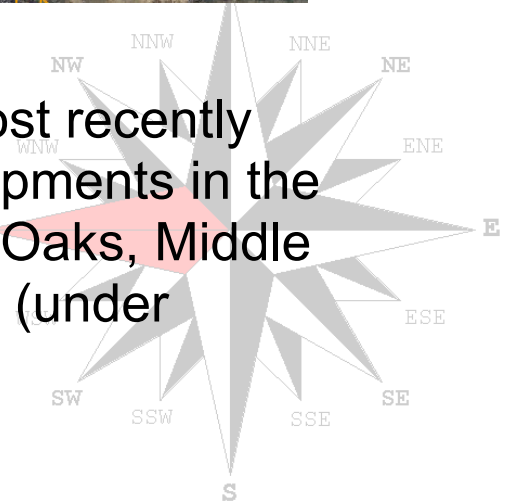
Robert Rose Village West is located at the heart of Murfreesboro's Gateway District, along the south side of Medical Center Parkway between Robert Rose Drive and Maplegrove Drive.



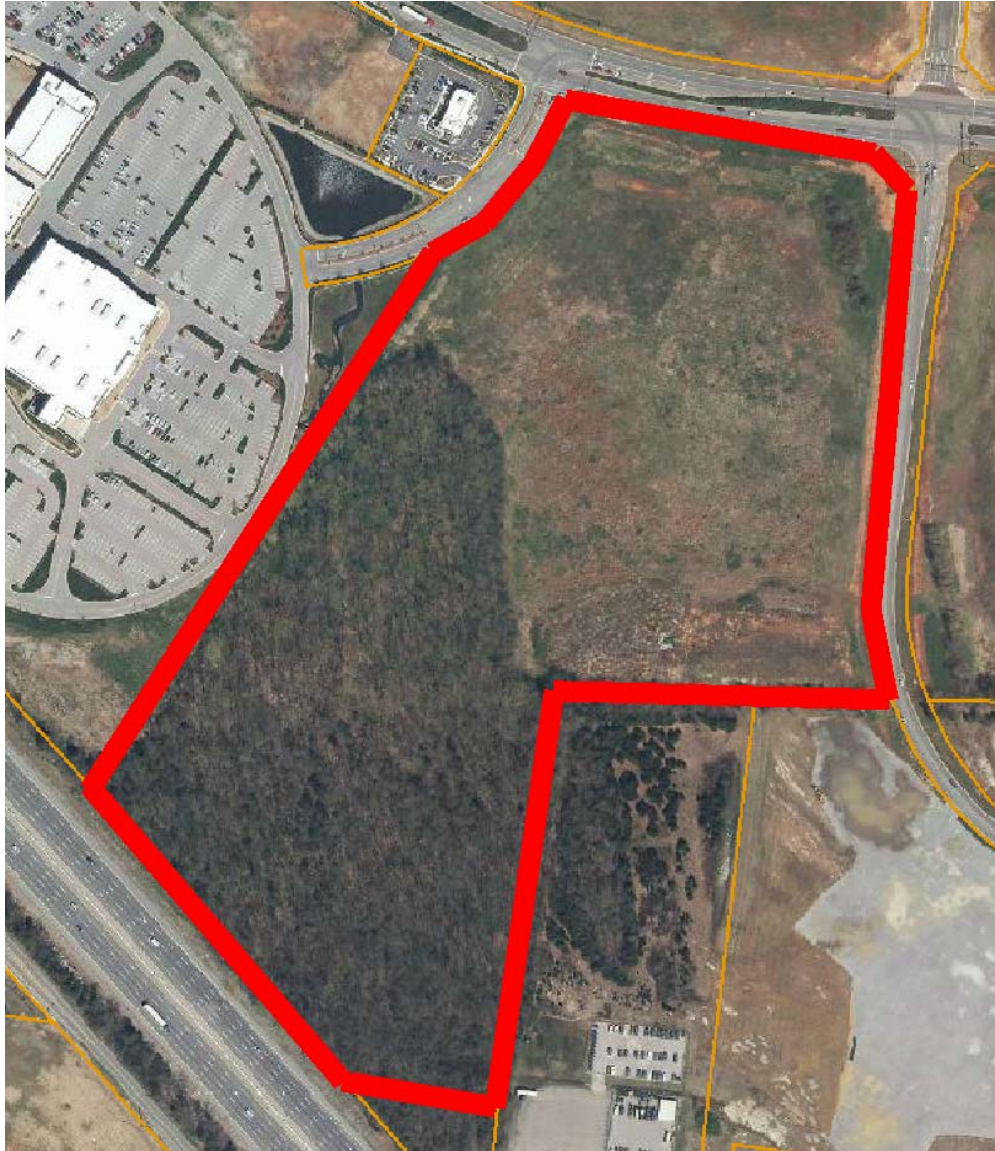
REGIONAL AERIAL MAP



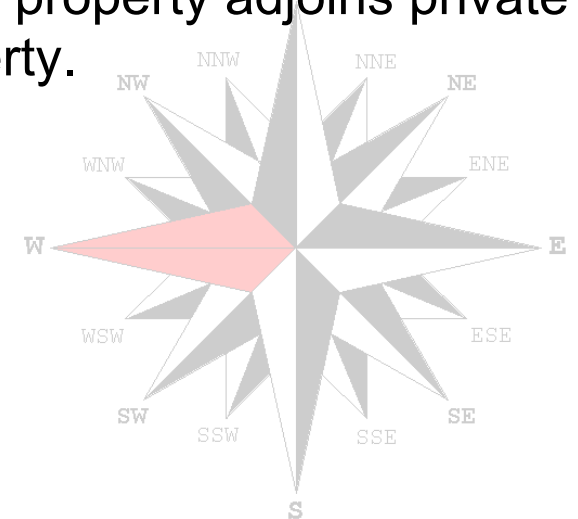
Robert Rose Village West is located along one of the most recently developed corridors within the City. Other recent developments in the general area include, The Avenue of Murfreesboro, The Oaks, Middle Tennessee Medical Center (MTMC), and Henley Station (under construction).



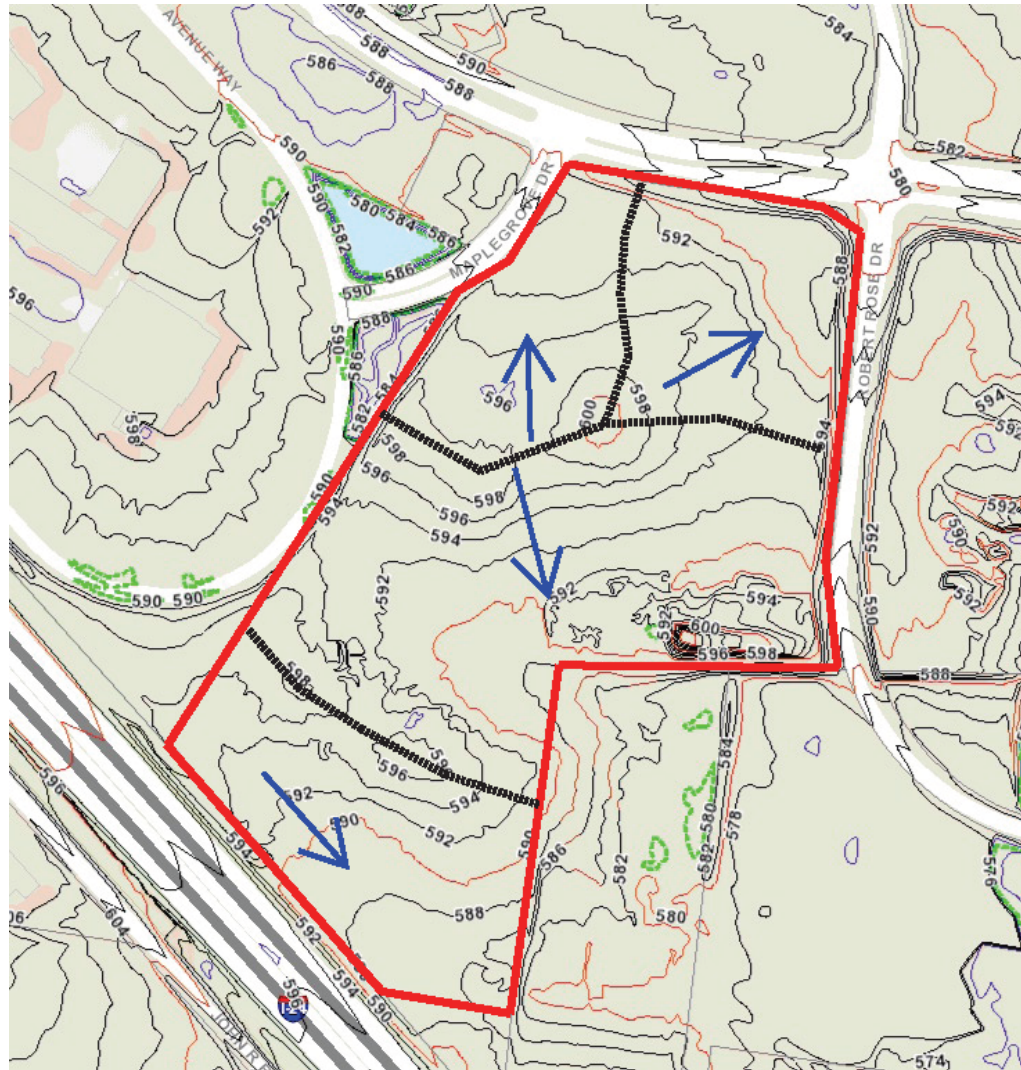
SITE AERIAL MAP



Robert Rose Village West currently exhibits approximately 50% tree cover and 50% open pasture. The site is bordered along the north and approximately half of its eastern boundary by public roadway. The northwest corner of the property also adjoins public roadway while the remainder of the property adjoins private property.



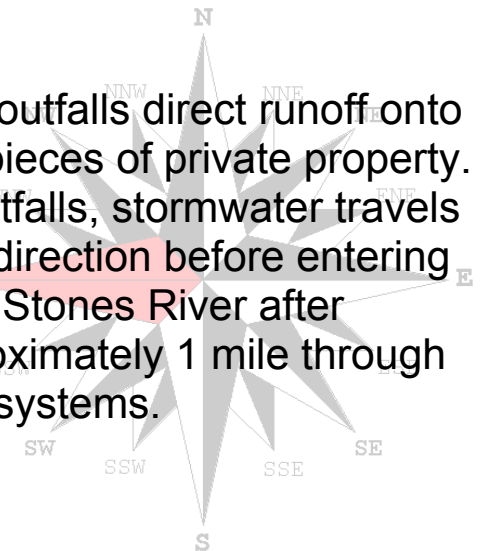
SITE TOPOGRAPHY



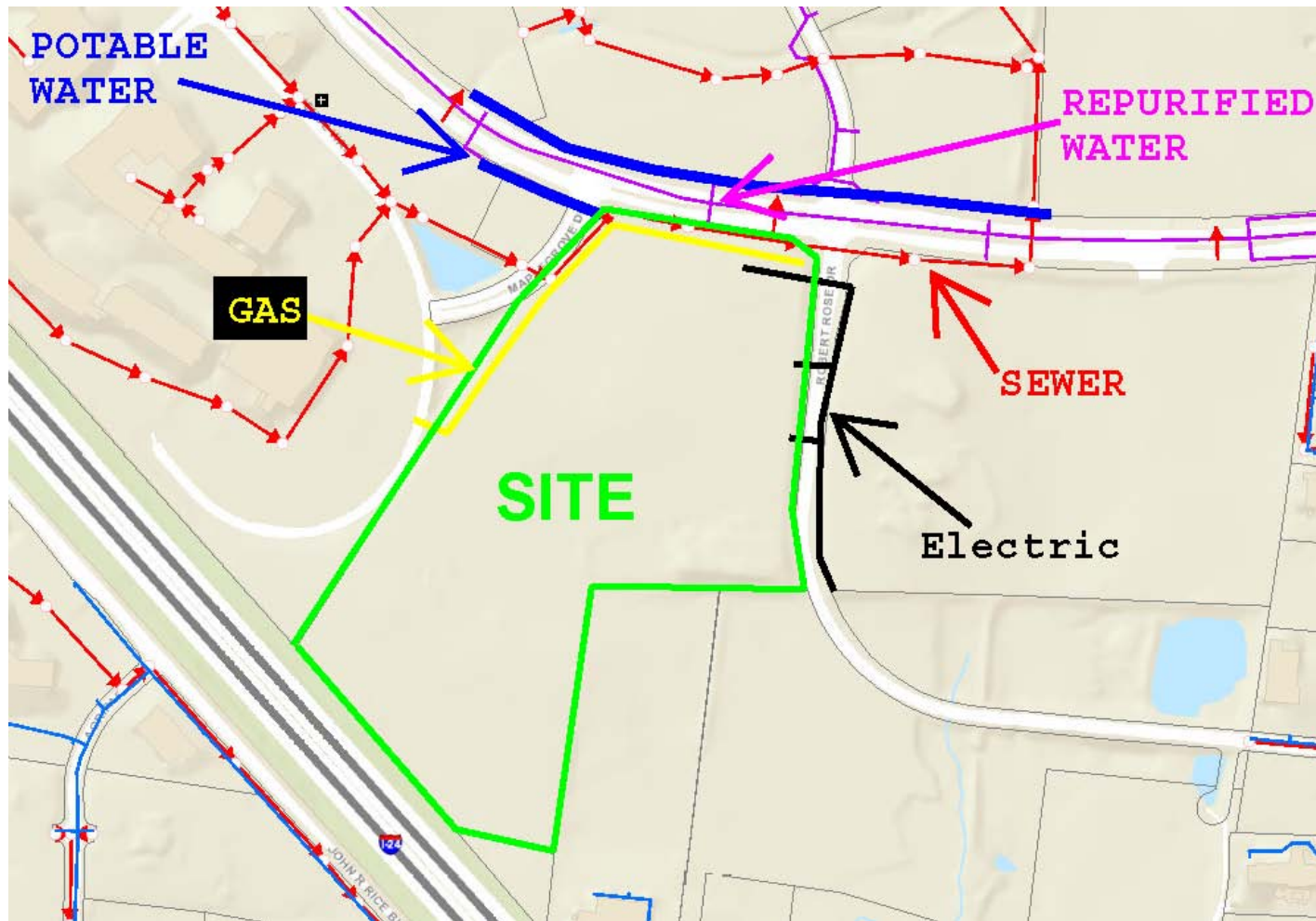
Currently, Robert Rose Village West drains in two general directions, north and south toward 4 main outfalls.

The first northerly outfall is a curb inlet along Maplegrove Drive which then passes through part of the Avenue before crossing under Medical Center Parkway. The second northerly outfall are two curb inlets along Robert Rose Drive which then enters the Medical Center Parkway System. Both of the northerly outfalls eventually enter the large closed depression system located within North Church Section 2 Subdivision.

The southerly outfalls direct runoff onto two separate pieces of private property. From these outfalls, stormwater travels in an easterly direction before entering the West Fork Stones River after traveling approximately 1 mile through various storm systems.



SITE UTILITIES

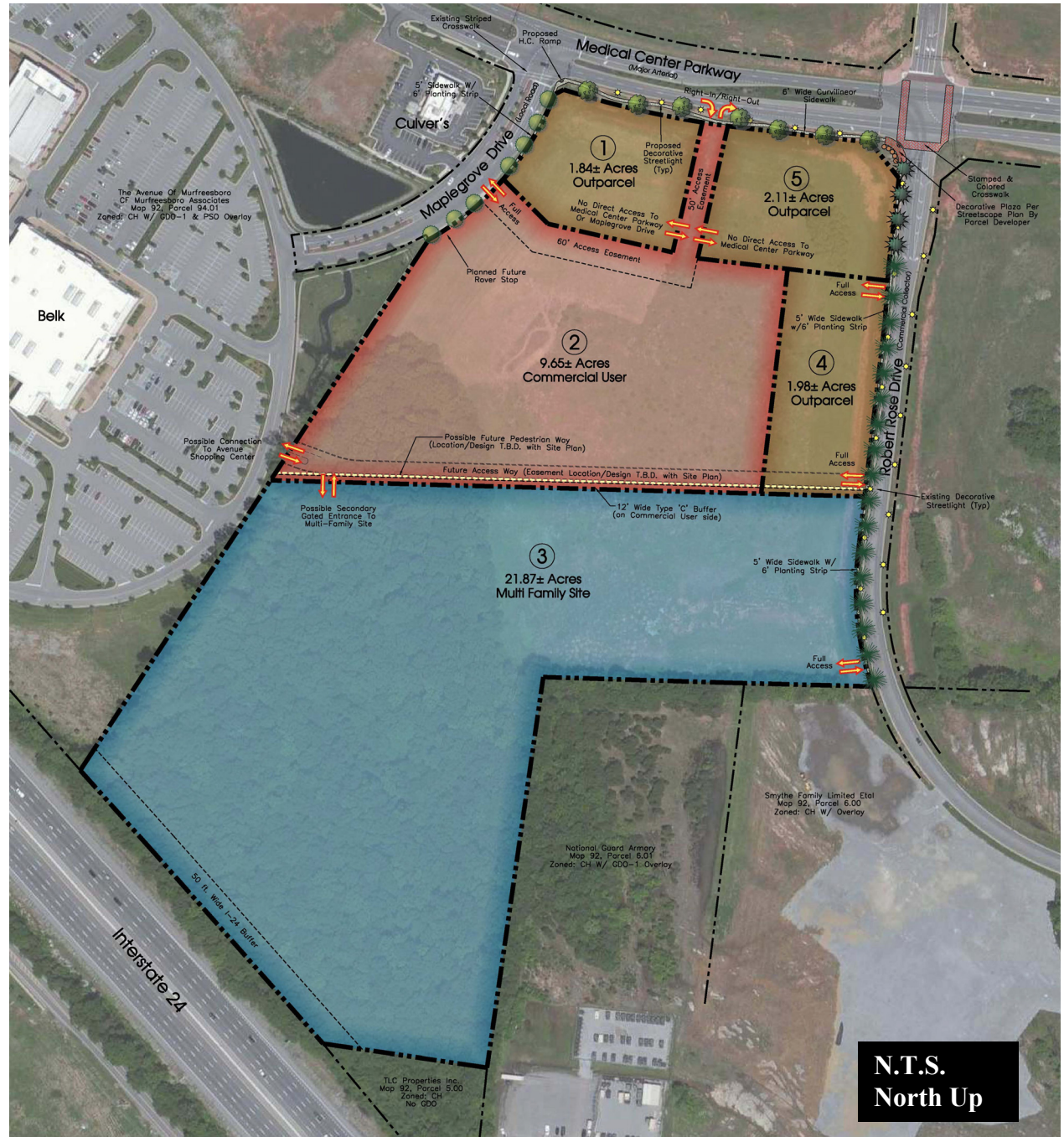


Being located along one of the most recently developed corridors within the City, the site has excellent access to roadway and utility infrastructure. All major utilities are located on-site and will only require extension to serve individual lots unless individual uses require more capacity which will be determined with each site plan.

PRELIMINARY MASTER PLAN

Robert Rose Village West is ideally located for any number of uses to help round out the mixed-use vision for Murfreesboro's Gateway.

This preliminary master plan envisions a mixture of a large commercial tract surrounded by multiple smaller outparcels and rounded out by a multi-family tract large enough to support over 300 units.



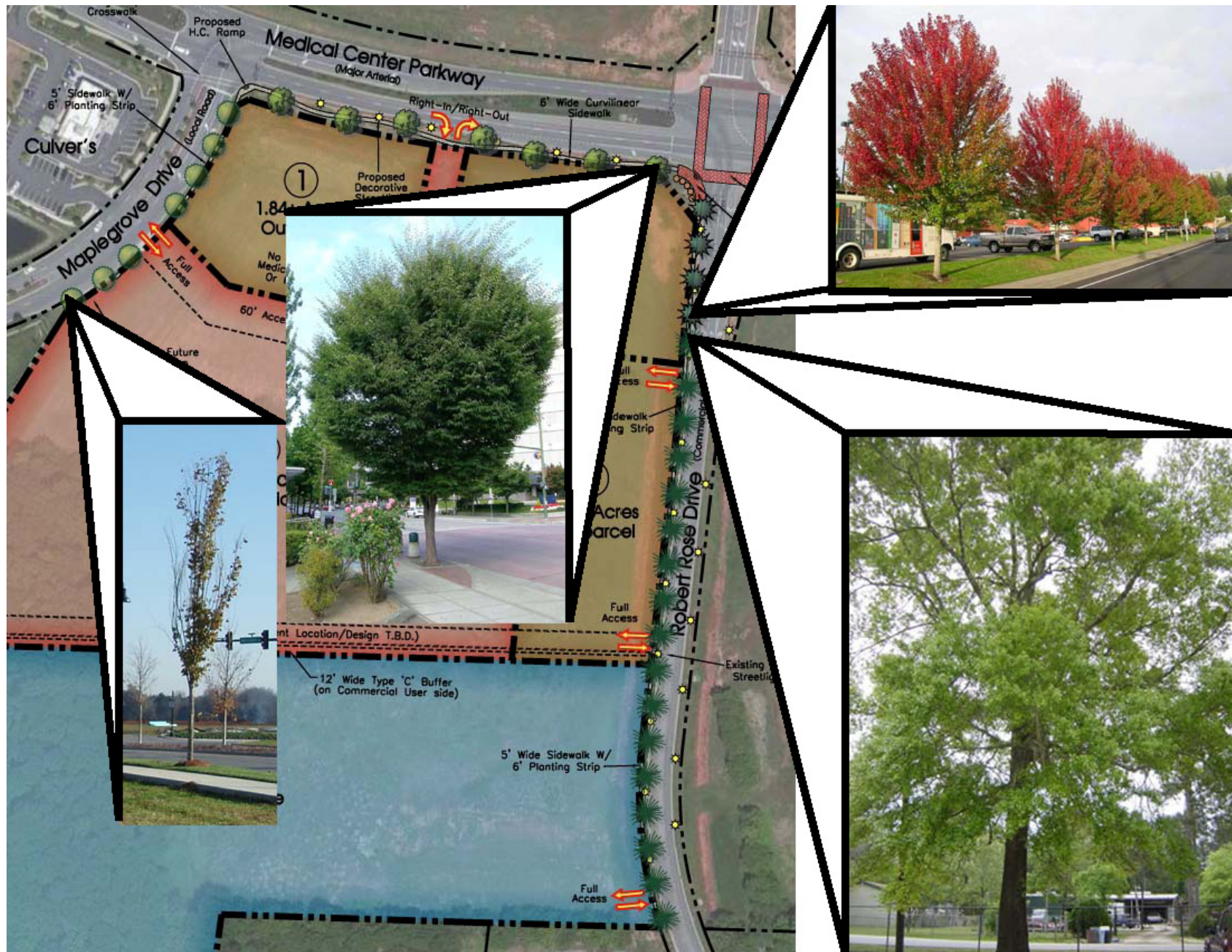
STREETSCAPE ELEMENTS

Since Robert Rose Village West is located within the Gateway, it is subject to the City of Murfreesboro's Streetscape Master Plan. The picture to the right shows an existing example of the streetscape after it is completed.

Streetscape elements for Robert Rose Village West are outlined on the Master Plan and include decorative street lights, street trees, sidewalks, and stamped and colored crosswalks. In addition, each site is required to provide a minimum of 25-feet of landscaping area along Medical Center Parkway which includes an abundance of landscaping to aid in screening parking lots, anchoring buildings, and enhancing the pedestrian experience.

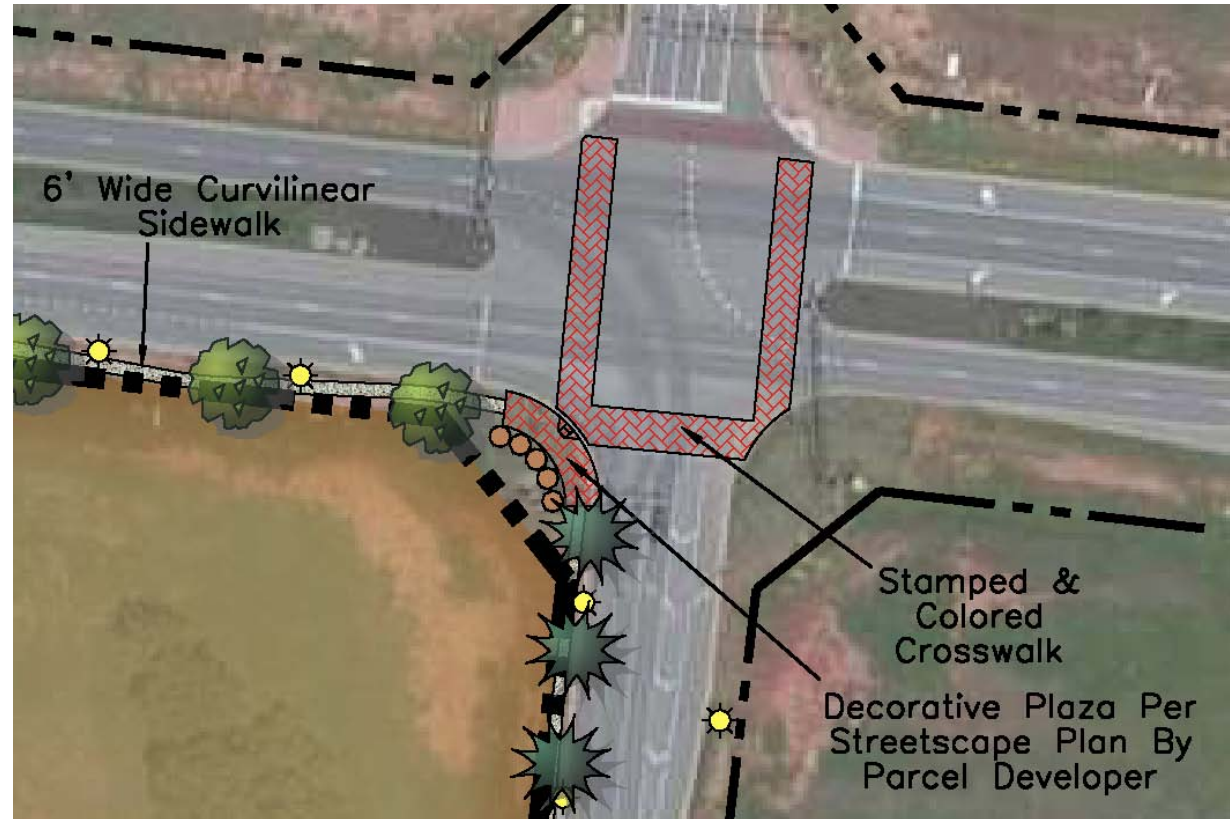


STREET TREE PLAN



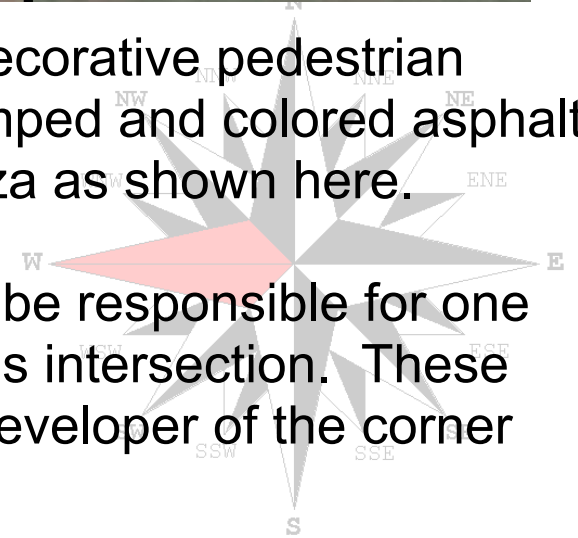
INTERSECTION DETAIL

The intersection of Robert Rose Drive and Medical Center Parkway is required to have several streetscape elements as shown here.

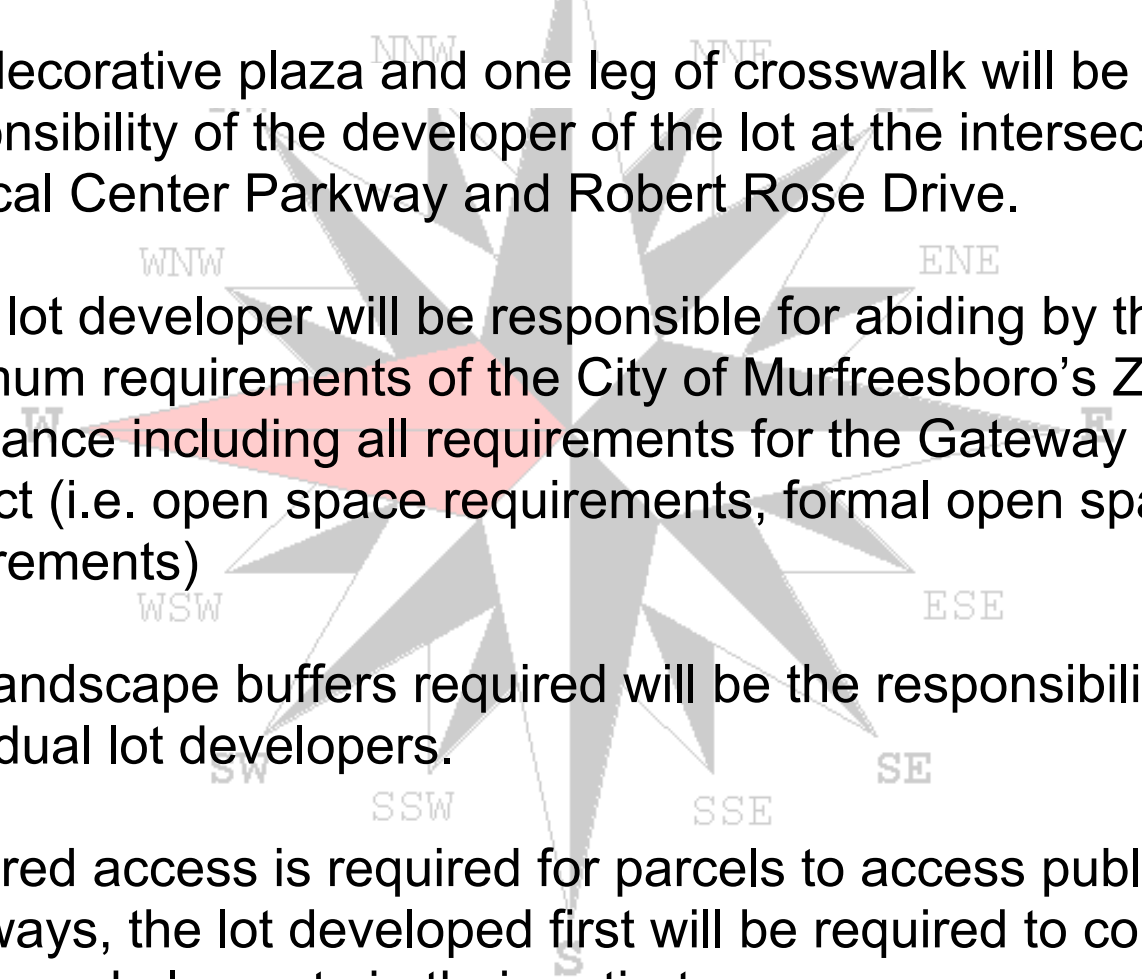


This intersection will have a decorative pedestrian plaza at all 4 corners and stamped and colored asphalt crosswalks between each plaza as shown here.

Robert Rose Village West will be responsible for one plaza and one crosswalk at this intersection. These items will be installed by the developer of the corner outparcel.



RESPONSIBILITIES

- 
- All streetscape improvements along street frontages (i.e. sidewalks, decorative lights, street trees, irrigation, sod) will be installed by the individual lot developers.
 - The decorative plaza and one leg of crosswalk will be the responsibility of the developer of the lot at the intersection of Medical Center Parkway and Robert Rose Drive.
 - Each lot developer will be responsible for abiding by the minimum requirements of the City of Murfreesboro's Zoning Ordinance including all requirements for the Gateway Overlay District (i.e. open space requirements, formal open space requirements)
 - Any landscape buffers required will be the responsibility of individual lot developers.
 - If shared access is required for parcels to access public roadways, the lot developed first will be required to construct the shared elements in their entirety.

ACKNOWLEDGEMENTS

North Church, LLC represented by Mr. Tommy Smith is the applicant for the Robert Rose Village West project. North Church, LLC has been intimately involved with many of the marquee developments within Murfreesboro's Gateway area, including the Embassy Suites Hotel and Conference Center, The Avenue of Murfreesboro, and Henley Station.

North Church, LLC's intentions for Robert Rose Village West are to maintain the same high quality visible within each of those developments while striving to continue in the development of the Gateway Vision.

NORTH CHURCH, LLC

Applicant

123 N. Church St
Murfreesboro, TN 37130
Contact: Tommy Smith

SEC, Inc.

**Engineering, Surveying, &
Landplanning**

850 Middle TN Blvd
Murfreesboro, TN 37129
Contact: Matt Taylor, P.E.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, JIMMY HENRY, CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY CONSENT FIRST CONSENT TO THE MURFREESBORO CITY ENGINEER'S RECORD AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 1-19-2016 C.M. GATTON, JR.
RECORD BOOK 346, PAGE 2035 TRUSTEE OF THE C.M. GATTON TRUST
UNDER AGREEMENT DATED JANUARY 7, 1995

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

SEC. NO. 1-18-16 David A. Park
DATE: 1-18-16 REGISTERED SURVEYOR
TENN. R.L.S. NO. 2381

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORMWATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR TO THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Sam C. Ludlow
CITY ENGINEER

CERTIFICATE OF APPROVAL OF IMPROVED WATER SYSTEMS

CITY OF MURFREESBORO WATER SERVICE JURISDICTION
I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Valerie H. Smith
MURFREESBORO WATER AND SEWER OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Valerie H. Smith
MURFREESBORO WATER AND SEWER OFFICIAL

CERTIFICATE OF APPROVAL OF FIRE AND DOMESTIC WATER SYSTEMS

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY WATER SERVICE JURISDICTION
I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS, OR THE SPECIFICATIONS OF THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO ASSURE COMPLETION OF SAME.

DATE: 1-22-16 B. B. B.
CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY OFFICIAL

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE MURFREESBORO ELECTRIC DEPARTMENT FOR ELECTRIC POWER SERVICE. THE SUBDIVISION IS WITHIN THE SERVICE AREA OF MED, AND THAT MED IS ABLE TO PROVIDE ELECTRIC POWER SERVICE TO THE SUBDIVISION SUBJECT TO THE OWNER COMPLYING WITH THE APPLICABLE RULES AND REGULATIONS OF MED. ELECTRIC POWER SERVICE WILL BE PROVIDED UNTIL MED'S REQUIREMENTS FOR ELECTRIC POWER SERVICE HAVE BEEN MET.

DATE: 1-22-16 Thomas R. R.
MURFREESBORO ELECTRIC DEPARTMENT OFFICIAL

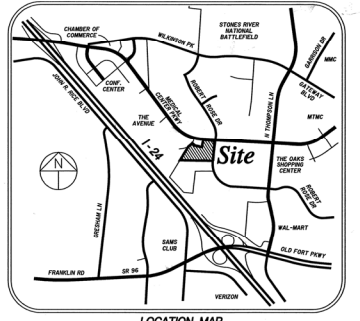
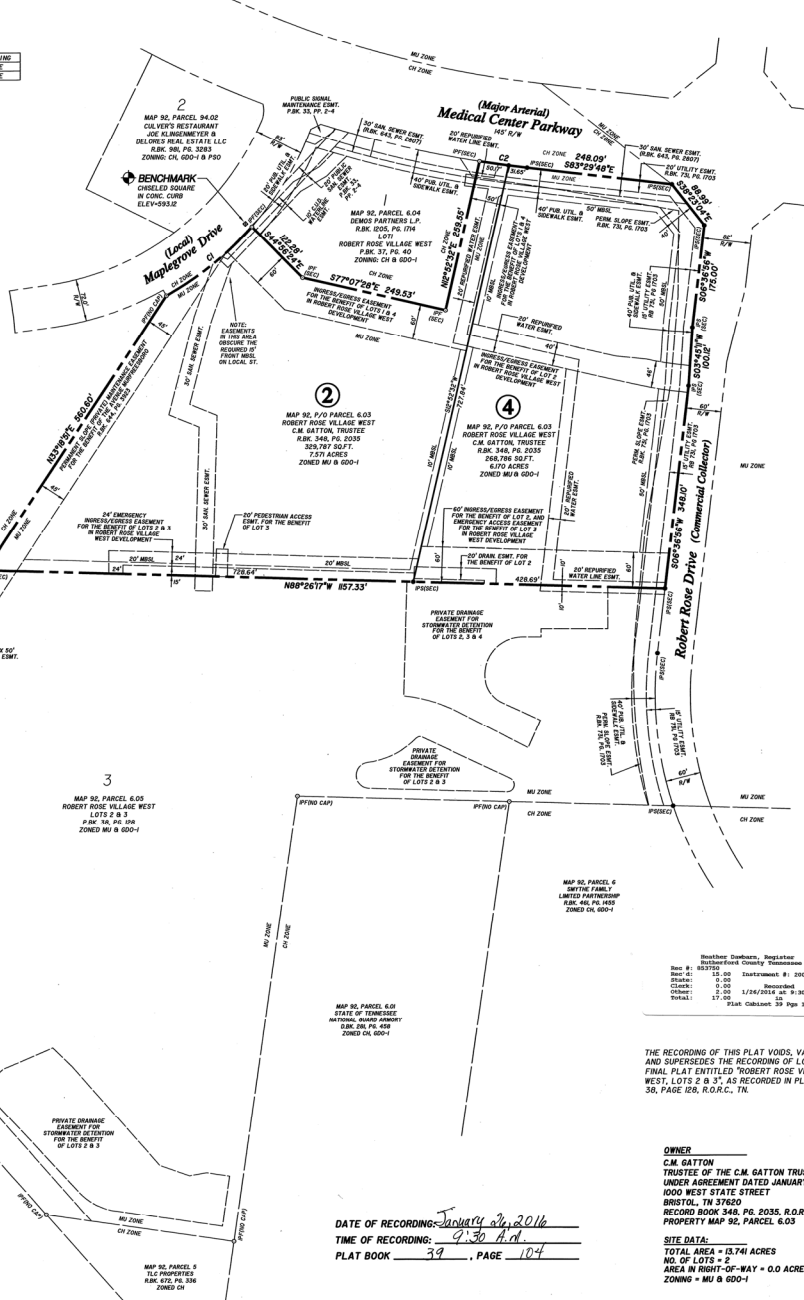
CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS RECORDED WITHIN ONE YEAR OF THIS DATE.

DATE: 1/26/2016 Robert C. R.
RUTHERFORD COUNTY REGISTER

CURVE DATA

CURVE DATA	BEARING	CHORD	CHORD BEARING
C1 1°19'29" 34.50'	187°30' 54.50'	187°02' 81.81'	85°04' 44"E
C2 2°50'18" 187.50'	81°01' 40.91'	81°01' 386°14' 42"E	



GENERAL NOTES

- THE PURPOSE OF THIS FINAL PLAT IS TO RESUBDIVIDE LOT 2 INTO 2 LOTS.
- BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENTS UG00-29 & UG00-064 (DAD 93-98).
- 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. 17000C02, EFFECTIVE DATE JANUARY 8, 2007.
- ANY MINIMUM TRUSSED FLOOR ELEVATION (MIN. FFL) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM AVAILABLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PROVIDED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE CORRECT. ALL SUCH UTILITIES IN THE AREA OR INDICATED, AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
- NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDER OF A CURRENT AND ACCURATE TITLE RECORD.
- LOT 2 AND LOT 4 ARE ZONED MU 600-1 MINIMUM BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE AS FOLLOWS:
FRONT = 15' (ADJACENT TO MAJOR ARTERIAL & COMMERCIAL COLLECTION STREET)
SIDE = 10' (ADJACENT TO LOCAL STREET)
REAR = 20' (ADJACENT TO MAJOR ARTERIAL)
ADDITIONAL: THIS PROPERTY IS LOCATED IN A GATEWAY DESIGN OVERLAY DISTRICT. 600-1 PROPERTY IS SUBJECT TO ANY RESTRICTIONS THAT MAY APPLY.

- THE SOIL MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED HEREON BY THE SUBDIVISION DEVELOPER. THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS OF THE SOILS. A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
- IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE BRIDGE AND DRINKING WATER WHEN WILL CONVEY SURFACE WATER, WITHOUT FLOODING IN THE LOT OR ON THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
- NON-SPECIFIC PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITY PROVIDERS, INCLUDING BUT NOT LIMITED TO: WATER, SEWER, GAS, CABLE, TELEVISION, AND OTHERS.
- UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (MIN. FFL) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION SHALL BE THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
- EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEIR LOTS. SOME FUTURE TIME AND PLACE MAY BE NO NOTICE OF CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
- ANY STREET IN THE SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.
- THE STREETS SHOWN ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
- PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A SURETY BOND IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO: DRAINAGE, DRAINAGE IMPROVEMENTS OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- THIS PROPERTY LIES WITHIN THE OVERALL CREEK AND MEDICAL CENTER PARKWAY ASSESSMENT DISTRICT.
- THIS SITE CONTAINS POST-CONSTRUCTION BEST MANAGEMENT PRACTICES UTILIZED IN TREATING STORMWATER RUNOFF IN ORDER TO COMPLY WITH MURFREESBORO CITY CODE. A STORMWATER MAINTENANCE AGREEMENT IS REQUIRED WITH THIS PROPERTY AND MUST BE ALL SUBSEQUENT OWNERS TO ADOPT WITH THE STORMWATER MAINTENANCE PLAN ON FILE WITH THE CITY OF MURFREESBORO.
- WATER SERVICE, DOMESTIC & FIRE PROTECTION, IS PROVIDED BY CUD.
- THE DEVELOPER IS FINANCIALLY RESPONSIBLE FOR PROVIDING WATER, REPURVED WATER, AND SEWER SERVICE TO EACH LOT.

I hereby certify that this plat has been reviewed for the Subdivision County Development Tax. No Development Tax Required. 1-22-16
RUTHERFORD COUNTY REGISTER, PLANNING COMMISSION

THE RECORDING OF THIS PLAT VACATES AND SUPERSEDES THE RECORDING OF LOT 2 ON A FINAL PLAT ENTITLED "ROBERT ROSE VILLAGE WEST, LOTS 2 & 3" AS RECORDED IN PLAT BOOK 38, PAGE 128, R.O.R.C., TN.

DATE OF RECORDING: 1-26-16
TIME OF RECORDING: 9:30 A.M.
PLAT BOOK: 39, PAGE 104

OWNER: C.M. GATTON TRUSTEE OF THE C.M. GATTON TRUST UNDER AGREEMENT DATED JANUARY 7, 1995 2000 WEST STATE STREET BRISTOL, TN 37620
RECORD BOOK 346, PAGE 2035, R.O.R.C. PROPERTY MAP 92, PARCEL 6.03
SITE DATA: TOTAL AREA = 13.741 ACRES NO. OF LOTS = 2 AREA IN RIGHT-OF-WAY = 0.00 ACRES ZONING = MU 600-1

FINAL PLAT

Resubdivision of Lot 2

Robert Rose Village West

SUBDIVISION

CITY OF MURFREESBORO, TENNESSEE
13th CIVIL DISTRICT OF RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
800 MOBILE: TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37029
PHONE (615) 890-7900 • FAX (615) 895-2587

PROJ. # 080
DATE: 7-05-05
REV: 1-15-06
FILE: RTR\msh\107271
DRAWN BY: ACAD/ING
SCALE: 1" = 100'
SHEET 1 OF 1

15-2048



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.

To be completed by applicant:

APPLICANT: TDK Construction c/o Ross Bradley

Address: 1610 South Church St Ste C **City/State/Zip:** Murfreesboro, TN 37130

Phone: 615-895-8743 **E-mail address:** RBradley@tdkconstruction.com

PROPERTY OWNER: SVAP II Murfreesboro Land, LLC

Street Address or property description: SW corner of Medical Center Pkwy & Robert Rose Drive

and/or Tax map #: 92 **Group:** **Parcel (s):** 6.03 & 6.06

Existing zoning classification: MU

Proposed zoning classification: PUD & CH **Acreage:** 13.74

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): 

DATE: 3/17/2012

*****For Office Use Only*****

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018

TDK CORPORATE HEADQUARTERS / VINTAGE “MIXED USE”

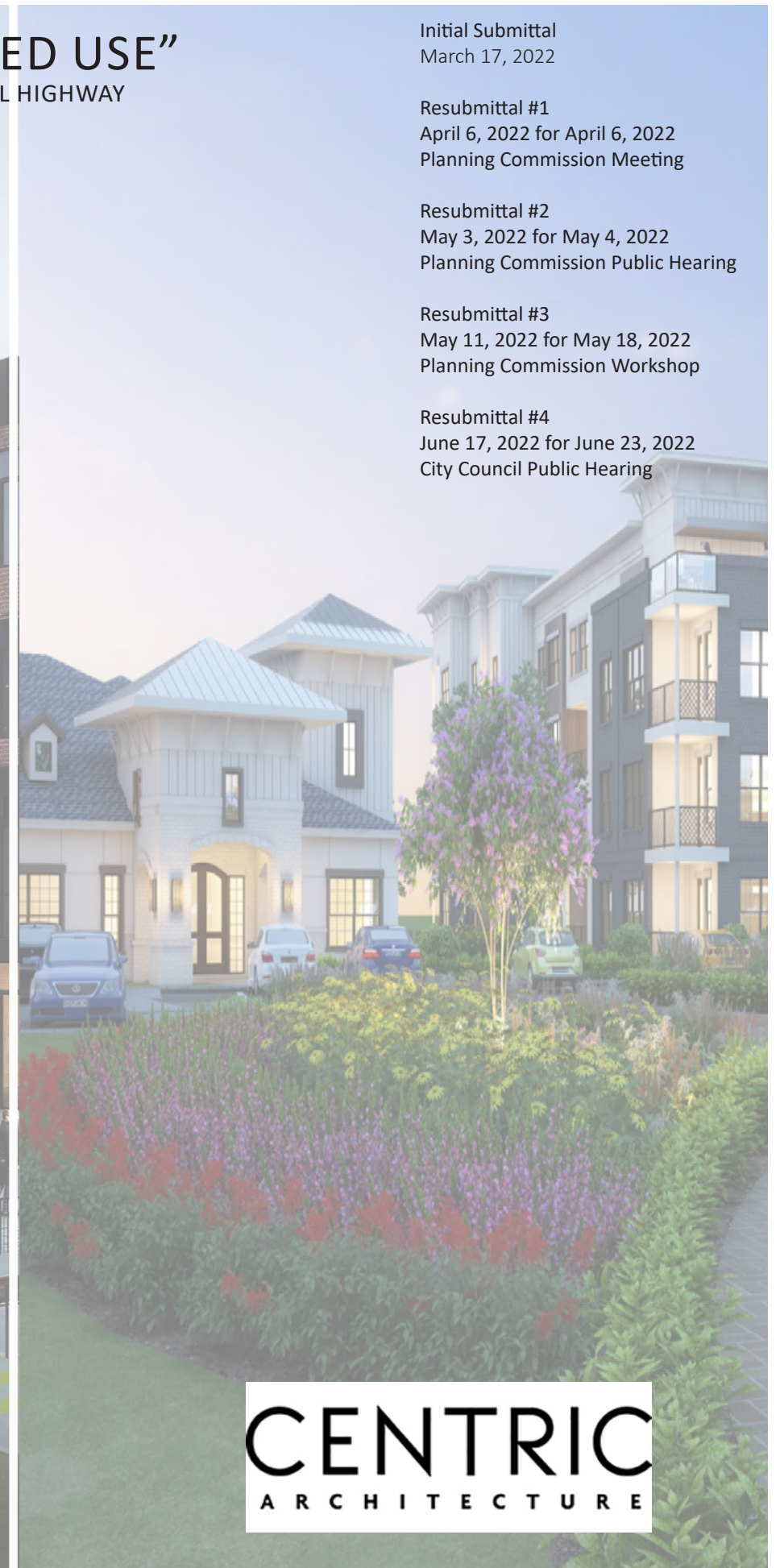
A REQUEST FOR REZONING FROM MIX USE TO A PLANNED UNIT DEVELOPMENT & COMMERCIAL HIGHWAY
Murfreesboro, Tennessee



SEC, Inc.

SEC Project #09110

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CENTRIC
ARCHITECTURE

Initial Submittal
March 17, 2022

Resubmittal #1
April 6, 2022 for April 6, 2022
Planning Commission Meeting

Resubmittal #2
May 3, 2022 for May 4, 2022
Planning Commission Public Hearing

Resubmittal #3
May 11, 2022 for May 18, 2022
Planning Commission Workshop

Resubmittal #4
June 17, 2022 for June 23, 2022
City Council Public Hearing



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: TDK Construction
Profession: Builder
Attn: Ross Bradley
Phone: (615) 895-8743
Email: RBradley@tdkconstruction.com
Web: www.tdkconstruction.com

1610 South Church Street Suite C
Murfreesboro, Tennessee 37130



Company Name: Gamble Design Collaborative
Profession: Landscape Architect/Development Planner
Attn: Jeff Rosiak
Phone: (615) 545-4121
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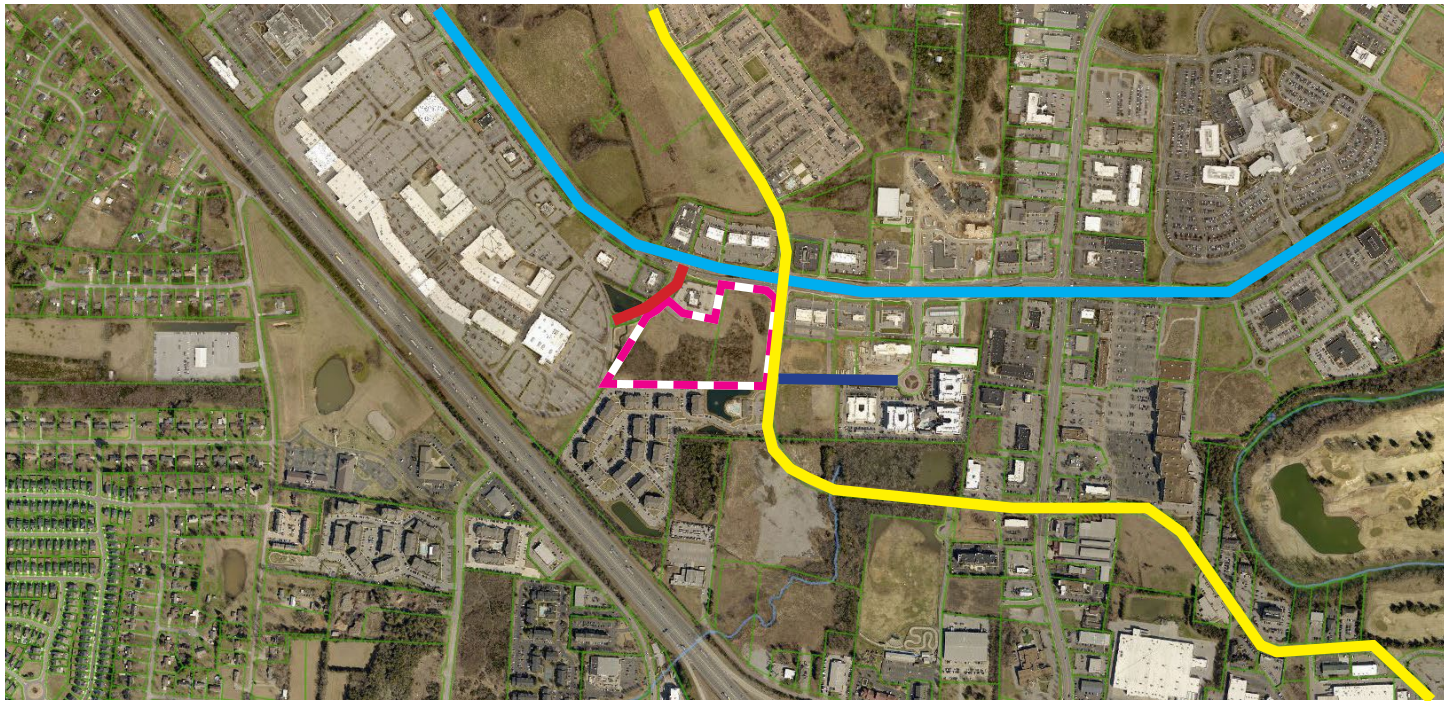
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AERIAL PHOTOGRAPH

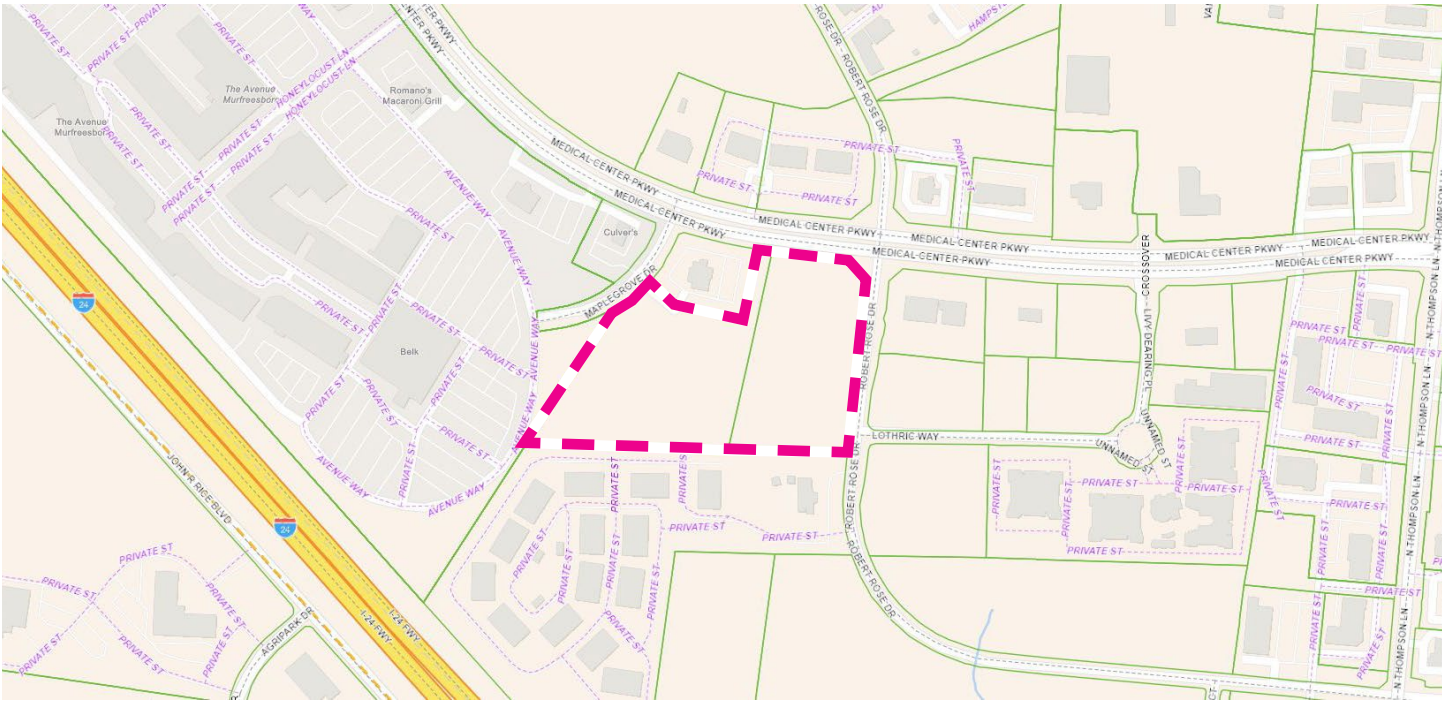
Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



TDK Construction, LLC respectfully requests the rezoning of the SVAP II Murfreesboro Land LLC Property at Medical Center Parkway from Mixed Use (MU) to Planned Unit Development (PUD) and Commercial Highway (CH) to create TDK Corporate Headquarters / Vintage “Mixed Use”. The property is located south of Medical Center Parkway and west of Robert Rose Drive. The site is identified as Parcel 6.06 of Tax Map 92 and Parcel 6.03 of Tax Map 92 and is approximately 13.74 acres. Of this 13.74 acres, 2.49 acres at the intersection of Medical Center Parkway and Robert Rose Drive will be rezoned to Commercial Highway (CH). The remaining 11.25 acres will be rezoned to Planned Unit Development (PUD).

The proposed development shall include a mixture of uses including residential, office, and retail. A total of 232 residential luxury apartments ranging from one bedroom to two bedrooms shall be provided within buildings A-D. These apartments shall offer amenities such as valet trash services, a fitness center, private conference spaces, elevators, and centralized courtyard providing a myriad amount of additional amenities. At street level (1st floor) these buildings shall provide approximately 13,000 square feet of office/retail space and shall provide intermittent outdoor seating areas for restaurants/shops. Thus expanding upon the urban store front found commonly within Medical Center Parkway area and along with The Avenue outdoor shopping area. An additional 5-story office building shall provide approximately 60,000-65,000 square feet of office space as well. Heights of the surrounding structures have been considered to avoid overshadowing existing adjacent properties. The proposed apartment buildings shall have a maximum height of 65’ and the office building shall have a maximum height of 80’. The articulating facade of the buildings will add variety and character to the area. The building facades shall be constructed of primarily masonry materials to echo the surrounding Gateway character. Sidewalks have been provided throughout the development to promote pedestrian connectivity.

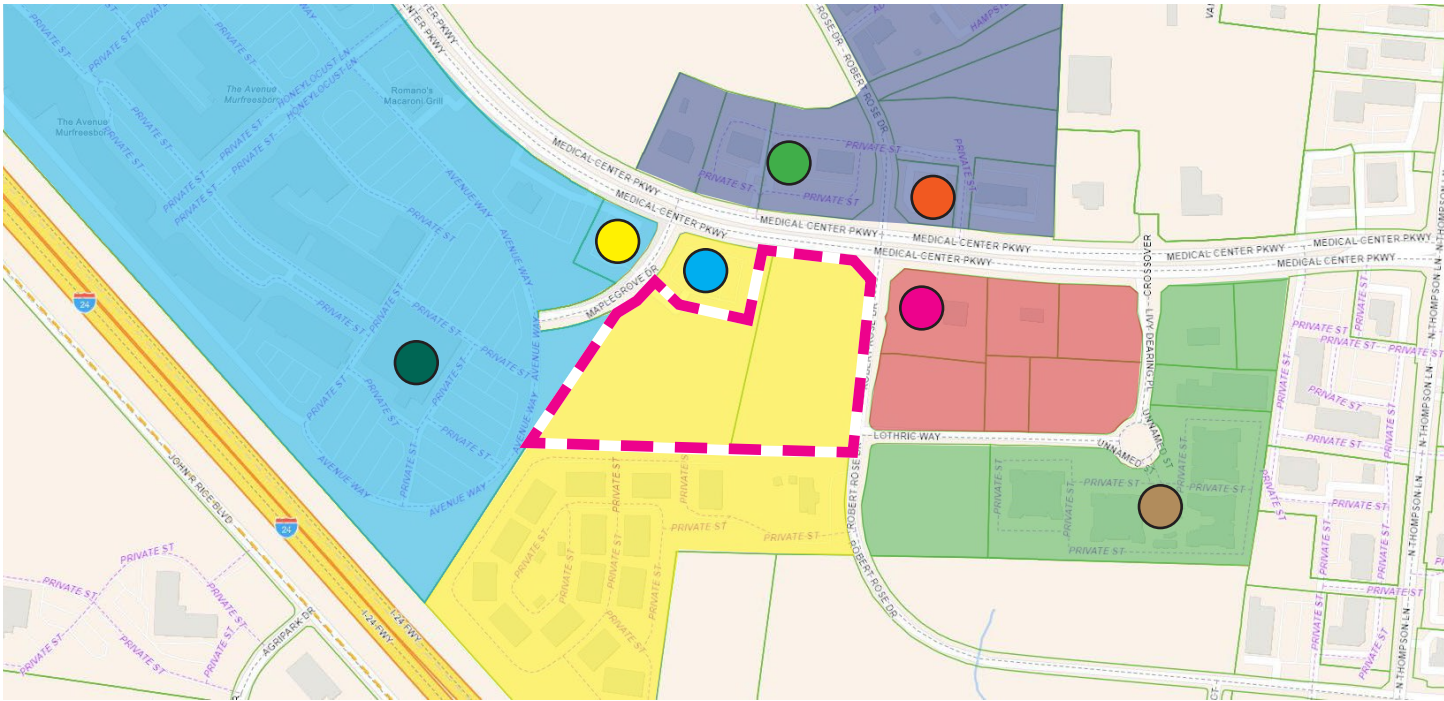


MAJOR THOROUGHFARE PLAN

Not To Scale



The property has/will have access to the existing public rights-of-way of Robert Rose Drive through two entrances, Medical Center Parkway through one entrance, and Maple Grove Drive through one entrance. There is an additional entrance connecting to Avenue Way, which is a private roadway to the west which serves as a major circulation roadway for The Avenue. No roadways impacted by this development are on the City of Murfreesboro Major Thoroughfare Plan. The primary Roadway that will be affected by this development is Robert Rose Drive, which is currently built as a two-lane roadway with a central turnlane.



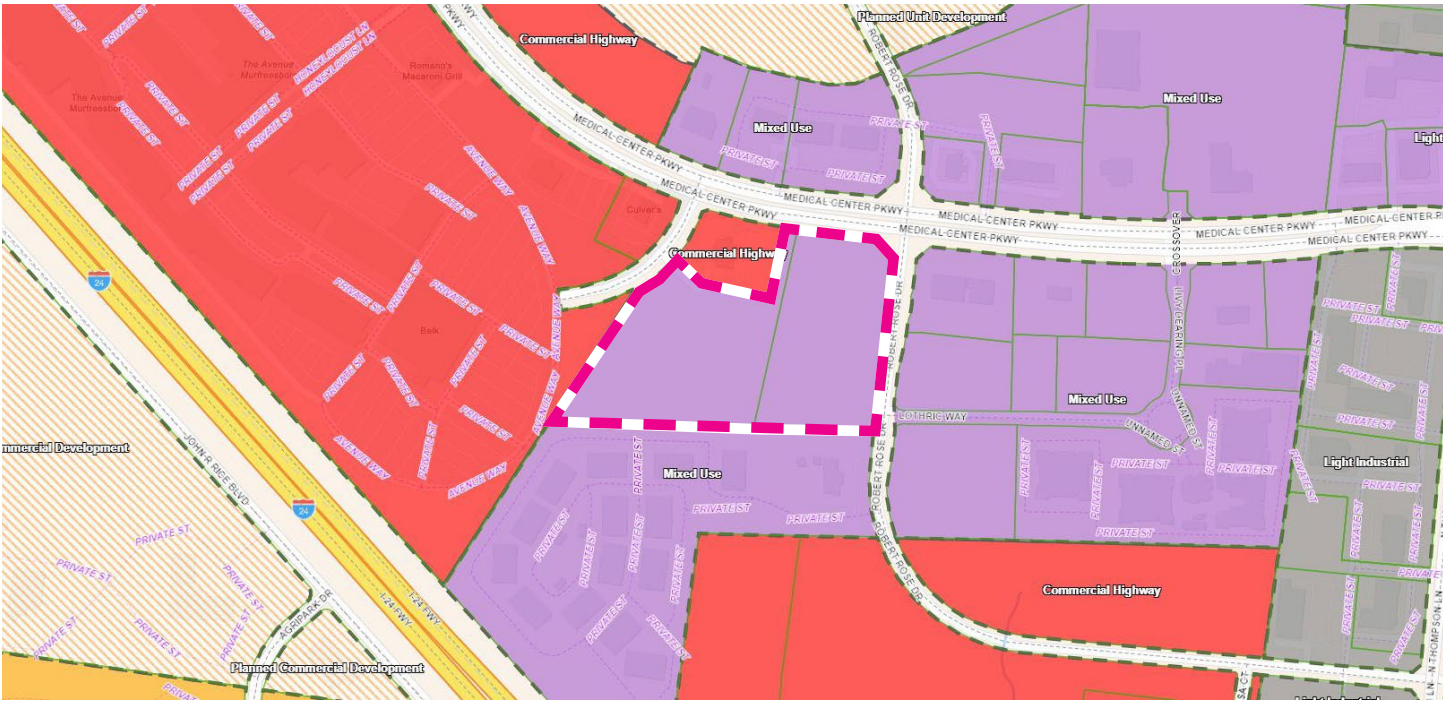
SUBDIVISION MAP

Not To Scale

- | | | | |
|--------------------------|--------------------|------------------|----------------------|
| The Avenue | Vintage Gateway | McAlister's Deli | Mission BBQ |
| Robert Rose Village West | North Church LLC I | Culver's | Volunteer State Bank |
| Robert Rose Village East | The Vintage | PM Pediatrics | Belk |
- Site Boundary

TDK Corporate Headquarters / Vintage “Mixed Use” is surrounded by a mixture of residential, retail, restaurants, and office uses. Directly to the south of the property is the remainder of the Robert Rose Village West subdivision. This property serves as an apartment complex called Everwood at the Avenue. This apartment complex consists of three-story apartment buildings. The elevations of these buildings are primary brick with alternating colors and patterns to add a sense of architectural diversity. The Avenue, a major center for retail and restaurants, is located to the west of this development. All buildings within The Avenue are constructed of primarily masonry materials and share various outdoor spaces designed for pedestrian seating and walkability. North Church LLC I is a subdivision north of this development with a mixture of retail, office, restaurant, and residential land uses. The commercial land uses are fronting onto Medical Center Parkway, and the residential use is to the north along Robert Rose Drive. This residential use makes up the LC Murfreesboro apartment complex. This complex consists of single-family attached apartments for rent. The elevations of these building consist of primarily masonry material with brick along all facades and vinyl on internal elevations. Robert Rose Village East is to the east of this development and consists of primarily restaurant and retail uses with a hotel at the rear. All commercial buildings within this development are made of primarily masonry materials. The Vintage is an apartment complex to the east within the Robert Rose Village East subdivision. This apartment complex consists of 4-story buildings with primarily masonry materials along all facades. The development has one point of ingress/egress onto Lothric Way’s roundabout. The apartment complex hosts a series of amenities, including a rooftop terrace & lounge, a pet park, a pool with a sundeck, grilling stations, and a fitness center. The amenities within this apartment complex closely match those being proposed within this rezoning.

The majority of uses surrounding TDK Corporate Headquarters / Vintage “Mixed Use” are apartment style living and restaurant/retail services with spaces designed for pedestrian connectivity and walkability. The proposed development matches the surrounding land uses as well as the character of the Gateway District.



ZONING MAP

Not To Scale

- | | |
|-----|--------------------------------------|
| CH | Commercial Highway (CH) |
| MU | Mixed Use (MU) |
| LI | Light Industrial (LI) |
| PCD | Planned Commercial Development (PCD) |
| PUD | Planned Unit Development (PUD) |
- Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The lands to the south, north, and east are zoned Mixed Use (MU). The land to the west is zoned for Commercial Highway (CH). The site is also within the City Gateway Design District (GDO-1). The proposed PUD’s mix of uses will be a addition to the existing character of the area and will help to bridge the gap of pedestrian facilities between the Mixed Use and the Commercial Highway sectors of the area.



UTILITY MAP

Not To Scale



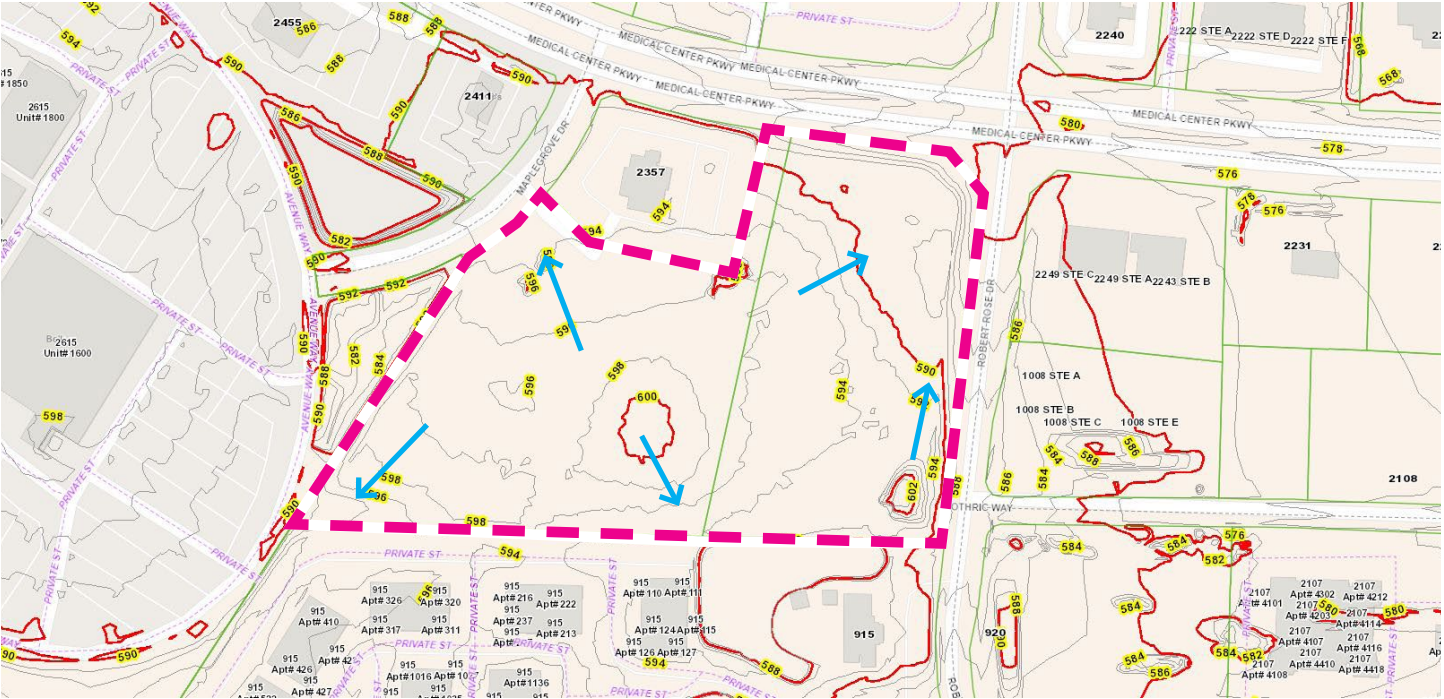
Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 12” PVC line within the R.O.W. of Medical Center Parkway as well as an existing 8” PVC line within the western portion of the site. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Water service will be provided by the Consolidated Utility District. There is an existing 12 inch water line along Medical Center Parkway and Robert Rose Village Drive as well as an existing repurified waterline exists along Medical Center Parkway and Robert Rose Drive as well. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Medical Center Parkway and Robert Rose Drive. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site’s topographic high point generally at the south perimeter of the property. From this high point, the property drains towards the northwest, northeast, and southwest. All stormwater on site flows towards existing roadway drainage systems which surrounding the property.

No portions of this site are within a floodway or floodplain per FEMA flood panel 47149C0255H eff. 01/04/2007 and FEMA flood panel 47149C0260H eff. 01/04/2007.

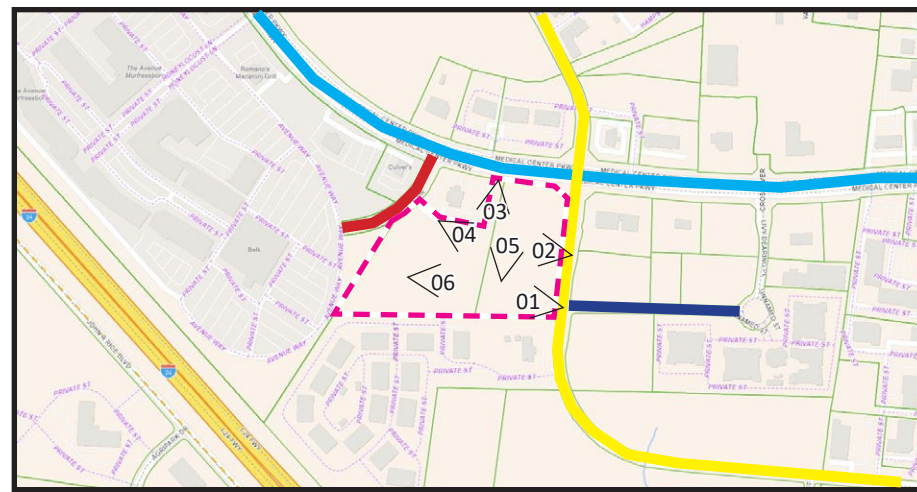


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



Site Boundary

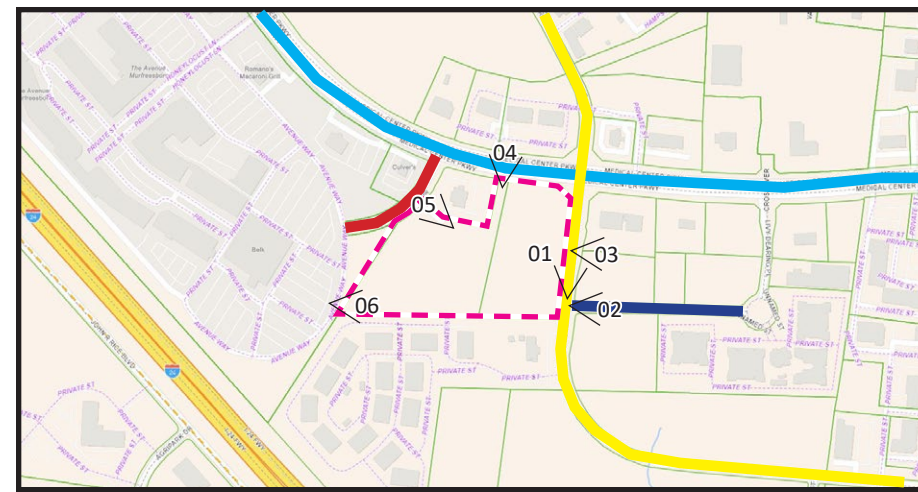


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



Site Boundary





Total Land Area:	±13.74 Acres
Commercial Land Area:	±2.49 Acres
Residential Land Area:	±11.25 Acres
Total Number of 1-BDR Units:	138 Units
Total Number of 2-BDR Units:	94 Units
Total Number of Units:	232 Units
Density: 232 Units/11.25 Acres =	±20.62 Units/Acre
Total Open Space:	±2.225 Acres (20%)
Total Formal Open Space:	±0.56 Acres (5%)

*Stormwater will be handled via underground detention and utilization of the existing stormwater pond to the south within the Everwood Apartment Complex.

- Proposed Buildings
- Open Space

The central courtyard area shall be fenced in and access shall be restricted to residence of the facility. Locking mechanisms for this area will be similar to those provided with typical subdivision pools. Additionally, life safety access will be provided for emergencies.

SEC, Inc.

SEC Project #09110

Murfreesboro, Tennessee

PROPOSED PLANNED UNIT DEVELOPMENT
CONCEPTUAL SITE AND LANDSCAPE PLAN



PHASES	Building	PARKING SPACES	ACRES
PHASE 1	Office	217 Spaces	3.61 AC
PHASE 2	Building C	88 Spaces	3.84 AC
PHASE 3	Building D	88 Spaces	0.51 AC
PHASE 4	Building B	176 Spaces	1.32 AC
PHASE 5	Building A	72 Spaces	1.97 AC
TOTAL	232 Units	641 Spaces	11.25 AC

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5

- The project is anticipated to be built in 5 phases.
- Construction of Phase 1 is anticipated to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 will include all roadway improvements proposed for this site as well the office building along Robert Rose Drive.
- The remaining phases will be market driven and dependent upon the absorption of the units in the previous phase.
- All amenities and open spaces shall be constructed within the phase they are shown and must be operational prior to the recording of the final section’s plat.
- Centralize mail kiosk(s) for the development must be constructed and operational prior to any home or business receiving their certificate of occupancy.
- Solid waste for phase 1 shall be handled via a temporary waste receptacle until the compactor in phase 2 is operational. The temporary receptacle shall be adequately screened.

* Distribution of parking spaces per phase in phasing chart are estimated per phase. Exact number of parking spaces per phase shall be determined at site plan level. Overall parking count shall be 641 spaces.



PARKING REQUIREMENT:

1 B.R. (138 X 1 B.R.)= 138 B.R.'S	
138 TOTAL B.R.'S X 1.1 SPACES REQ'D/B.R.	= 152 SPACES REQUIRED
2 B.R. (94 X 2 B.R.)= 188 B.R.'S	
188 TOTAL B.R.'S X 1.1 SPACES REQ'D/B.R.	= 207 SPACES REQUIRED
OFFICE SPACE = 60,000-65,000 SQ.FT X 1/300 SQ.FT.	= 217 SPACES REQUIRED
COMMERCIAL CENTER = 13,000 SQ.FT. X 1/225 SQ.FT.	= 58 SPACES REQUIRED
TOTAL REQUIRED SPACES	= 634 SPACES
PROVIDED SPACES	= 641 SPACES (517 REGULAR SPACES AND 124 COMPACT SPACES) + AN ADDITIONAL 16 H.C. SPACES

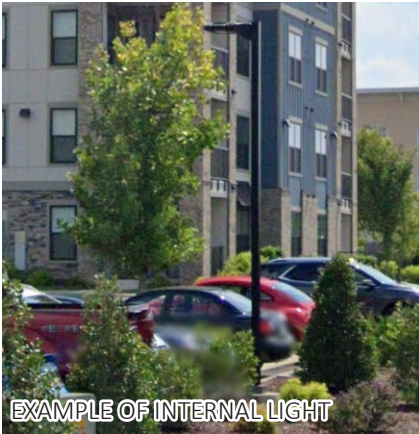


PUD Standards:

- 5 Proposed Buildings
 - Office Building (5-Stories)
 - Proposed Building A (4-Stories) - Mixed Use (Residential, Office, Retail)
 - Proposed Building B (4-Stories) - Mixed Use (Residential, Office, Retail)
 - Proposed Building C (4-Stories) - Mixed Use (Residential, Office, Retail)
 - Proposed Building D (4-Stories) - (Residential)
- All residential units shall have a minimum one bedroom
- Each unit will be for rent
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- HVAC units will be located on the roof of each building and shall be screen with parapet walls.
- All on-site utilities will be underground
- Solid waste will be handled via a trash compactor and serviced by a valet 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
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All building owners will be required to be a member of the Property Owners Association (P.O.A.).
- As a member of the P.O.A., the owners will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- P.O.A will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an P.O.A.
- The fitness center building will have fire protection via a sprinkler or dry standpipe.
- All driveways and parking areas will be private and maintained by the P.O.A.
- 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 CBUs
- Decorative street lights will be coordinated with MTE and will meet MTE’s standards for management by MTE. These same lights will be used along pedestrian routes in the development while more standard LED lights will be utilized in parking areas.
- Street lights shall match existing light structure along roadways within the Gateway District.
- Lighting internal to the site shall match existing light structures used within the Vintage Avenue & Gateway.



EXAMPLE OF STREET LIGHT



EXAMPLE OF INTERNAL LIGHT

Commercial Highway Outparcel Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- The building foundations shall be accented with a 5’ wide landscaping bed except where drive-through windows are provided.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Building exteriors shall consist of a mixture of materials and shall be varied to accentuate different elements along the building exteriors.
- All building and development signage shall be designed to the City of Murfreesboro signage guidelines.
- All architecture shall comply with the City Design Guidelines

Building Materials:

- Front Elevations: All Masonry Products
Side Elevations: All Masonry Products
Rear Elevations: All Masonry Products
All Elevations: Vinyl shall not be permitted



EXAMPLE OF COMMERCIAL ARCHITECTURE



EXAMPLE OF COMMERCIAL ARCHITECTURE

Allowable Uses
DWELLINGS
Multi-Family
COMMERCIAL
Bakery, Retail
Bank, Branch Office
Bank, Main Office
Barber or Beauty Shop
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Coffee, Food, or Beverage Kiosk
Commercial Center
Delicatessen
Dry Cleaning Pick-Up Station
Financial Service - Excluding Cash Advance Business
Flower or Plant Store
Interior Decorator
Keys, Locksmith
Offices
Optical Dispensaries
Personal Service Establishment
Pharmacies

Photo Finishing
Photo Finishing Pick-Up Station
Radio, TV, or Recording Studio
Reducing and Weight Control Service
Restaurant and Carry-Out Restaurant
Restaurant, Specialty
Restaurant, Specialty-Limited
Retail Shop, other than enumerated elsewhere
Specialty Shop
INDUSTRIAL
Brewery
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery
Pottery, Figurines, and Ceramic Products
TRANSPORTATION AND PUBLIC UTILITIES
Post Office or Postal Facility
Telephone or Communication Services
OTHER
Advertising Sign
Home Occupations

Commercial Highway Out-parcel Prohibited Uses

- Gas Stations
- Automotive Repair
- Motor Vehicle Sales
- Car Washes
- Beer & Tobacco Store
- Liquor Store
- Convenience Store

*Restricted uses shall be regulated through restrictive covenants



EXAMPLE OF TRASH ENCLOSURE

PUD Architectural Characteristics:

- Building heights shall not exceed 80 feet
- All buildings will be 4 and 5-stories except pavilion and recreation buildings
- Buildings shall have articulation of planes to create varied facades along exteriors of all buildings.
- Building exteriors shall consist of a mixture of materials and shall be varied to accentuate different elements along the building exteriors.
- All building and development signage shall be designed to the City of Murfreesboro signage guidelines.

PUD Building Materials:

- Front Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass
- Side Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass
- Rear Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass
- All Elevations: Vinyl shall not be permitted

GRAY BRICK AND FAUX
WOOD LOOK SIDING



CAST STONE



GLASS WALL SYSTEM



PAINTED CEMENTITIOUS
FIBERBOARD



FAUX WOOD ACCENT



FAUX WOOD ACCENT AT
DOOR RECESSES



Setbacks External to the Site

*All buildings shall be setback a minimum of 40-feet from all property lines except those which abut Maple Grove Drive. All buildings which abut Maple Grove Drive shall be setback a minimum of 15-feet



Setbacks Internal to the Site

- Front/Side to Back of Sidewalk: 5-feet
- Side to Side: 20-feet
- Side to Rear: 20-feet



04 NORTH ELEVATION (TOWARDS OUT PARCEL)



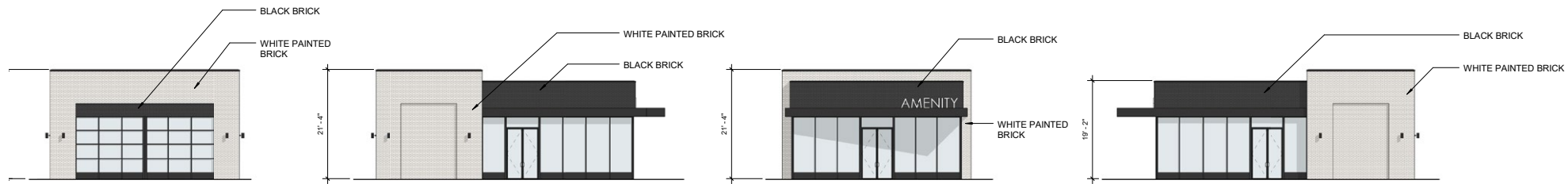
03 EAST ELEVATION (TOWARDS ROBERT ROSE DRIVE)



02 SOUTH ELEVATION (TOWARDS PARKING LOT)



01 WEST ELEVATION (TOWARDS MIXED-USE)



9 AMENITY BLDG - WEST

8 AMENITY BLDG - SOUTH

7 AMENITY BLDG - EAST

6 AMENITY BLDG - NORTH



4 BUILDING A SOUTH 2 (TOWARDS PARKING)



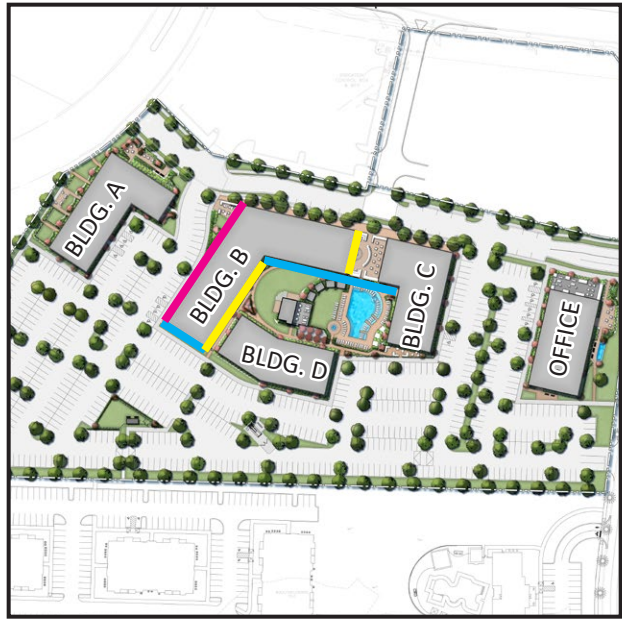
3 BUILDING A EAST (TOWARDS BUILDING B)



2 BUILDING A NORTH (TOWARDS McALISTER'S DELI)



1 BUILDING A WEST (TOWARDS THE AVENUE)



5 BUILDING B, C (CTYD) SOUTH (TOWARDS PARKING AND COURTYARD)



3 BUILDING B EAST (CTYD)



4 BUILDING B EAST (TOWARDS BUILDING C)



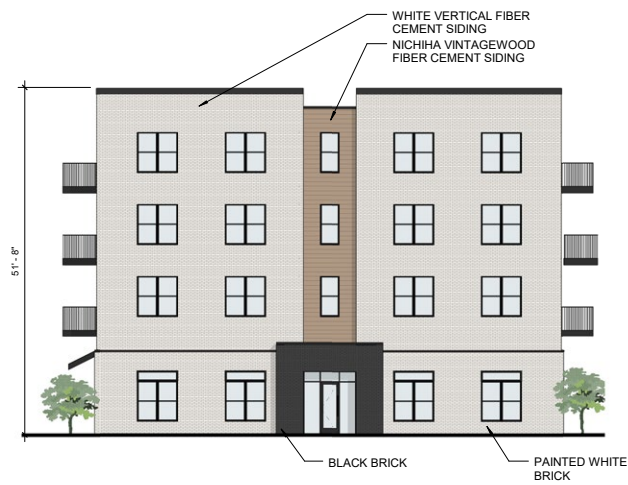
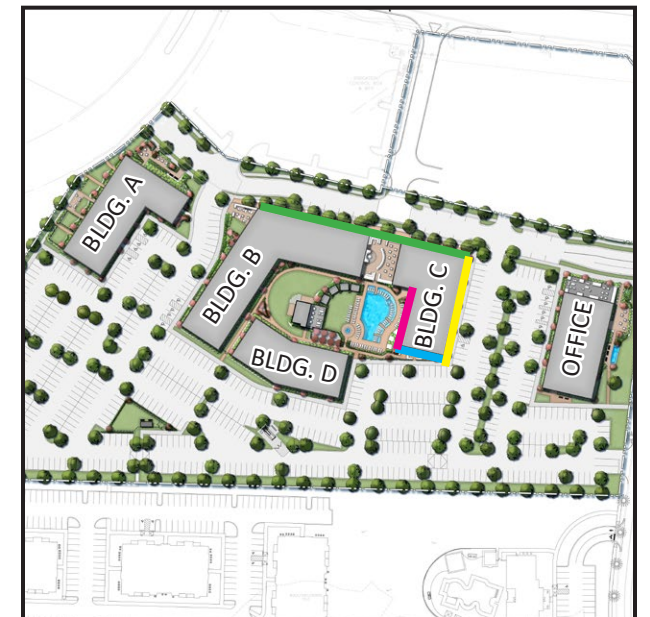
1 BUILDING B WEST (TOWARDS PARKING AND BUILDING A)



2 BUILDING B SOUTH ELEVATION (TOWARDS PARKING)



4 BUILDING C EAST ELEVATION (TOWARDS OFFICE BUILDING)



3 BUILDING C SOUTH (TOWARDS BUILDING D)



2 BUILDING C WEST (CTYD)



1 BUILDING B, C NORTH ELEVATION (TOWARDS MEDICAL CENTER PARKWAY)



6 BUILDING D WEST (TOWARDS BUILDING B)



5 BUILDING D NORTH (CTYD) 2 (TOWARDS COURTYARD)



4 BUILDING D NORTH (CTYD) (TOWARDS COURTYARD)



3 BUILDING D EAST ELEVATION (TOWARDS OFFICE BUILDING)



2 BUILDING D SOUTH 1 (TOWARDS PARKING)



1 BUILDING D SOUTH 2 (TOWARDS PARKING)





Evening Perspective looking Southwest across the TDK Development.





LOCATION MAP - AMENITIES

Not To Scale

- A** Public Seating
- B** Enhanced Landscaping
- C** Plaza Area/Flexible Seating

DOG PARK & BUILDING A
 The dog park is located in the southwest portion of the property. The park will provide the development with a gathering place for pets and provide amenities such as pet agility equipment and a pet spa. Sidewalks have been provided to the dog park to promote walkability. Building A hosts two separate amenities areas, both supporting similar amenities. These amenities include public seating, enhanced landscaping, and a small outdoor dining space for those patronizing the commercial businesses on the first floor.



With this request TDK Corporate Headquarters / Vintage “Mixed Use” will be dedicating over 2 acres (20% of the site) to open space. Usable open space nodes have been provided throughout the site which support a variety of amenities for both residential and public use. Sidewalks will be provided throughout the development to promote pedestrian circulation both through the site and to surrounding properties. Each amenity will be constructed with the phase it is designated in and must be operational prior to the beginning of the following phase.



Example of Dog Park



Example of Public Seating



Example of Enhanced Landscaping



Example of Outdoor Dining



OFFICE BUILDING

The office building located along Robert Rose Drive will support a variety of both public and private amenities aimed to support those who work in or near the building. Outdoor seating and patio spaces have been provided along two sides of the building as well as two private rooftop patio for those working in the building. Landscaping within the public spaces shall be enhanced to provide a soft screen from the adjacent roadway and enhance the overall appeal of the space. A fountain/reflecting pool shall be provided along Robert Rose Drive to provide curb appeal to the space.



LOCATION MAP - AMENITIES

Not To Scale

- A Private Rooftop Patio
- B Public Seating
- C Plaza Area/Flexible Seating
- D Enhanced Landscaping
- E Outdoor Fountain



Example of Private Rooftop Patio



Example of Public Seating



Example of Outdoor Dining



Example of Enhanced Landscape



CENTRAL COURTYARD

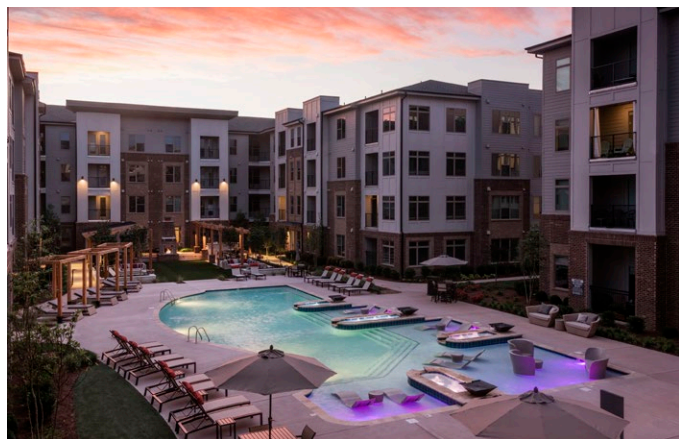
The central courtyard will host the majority of the site amenities for both residential and commercial uses. This courtyard is located in the middle of the site, surrounded on all sides by proposed buildings. This courtyard will include: a resort lap pool, sun decks, cabanas, fire pits, grilling stations, a beergarten, an event lawn, corn hole, shuffleboard, a fitness center, outdoor dining areas, an urban garden, and public seating. This collection of amenities will support the local businesses by providing a large variety of outdoor events and spaces geared towards both casual and formal dining as well as spaces to hold public events. While the majority of the interior of the courtyard shall be private and only service the residence, the remainder of the amenities are located on the outside of the courtyard and between the buildings. This helps to provide a better separation between the public and private uses of the site.



LOCATION MAP - AMENITIES

Not To Scale

- | | | |
|------------------------------|--------------------------------------|-----------------------------------|
| A Private Pool & Deck | D Event Lawn | G Public Performance Space |
| B Cabanas | E Fitness Center | H Street Scape |
| C Beer Garden | F Plaza Area/Flexible Seating | I Private Rooftop Patio |



Example of Pool Area



Example of Cabana



Example of Beer Garden



Example of Event Lawn



Example of Outdoor Recreation



Example of Outdoor Recreation



Example of Courtyard Character



Example of Outdoor Bar Seating



Example of Fitness Center



Example of Flexible Seating



Example of Alternate Hardscape



Example of Hammocks



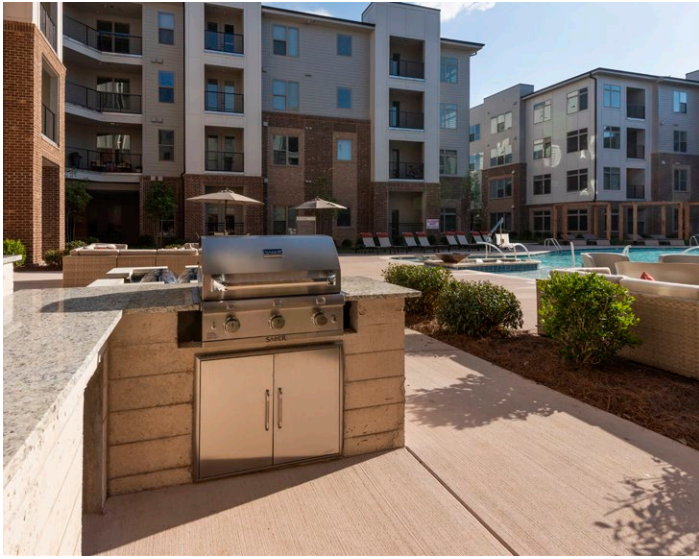
Example of Public Performance Space



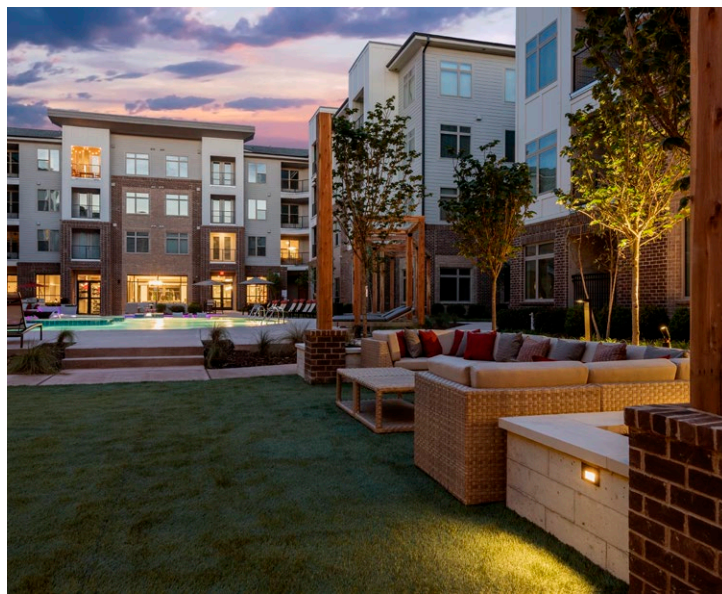
Example of Outdoor Dining Table w/ Fire Pit



Example of Entrance to Courtyard



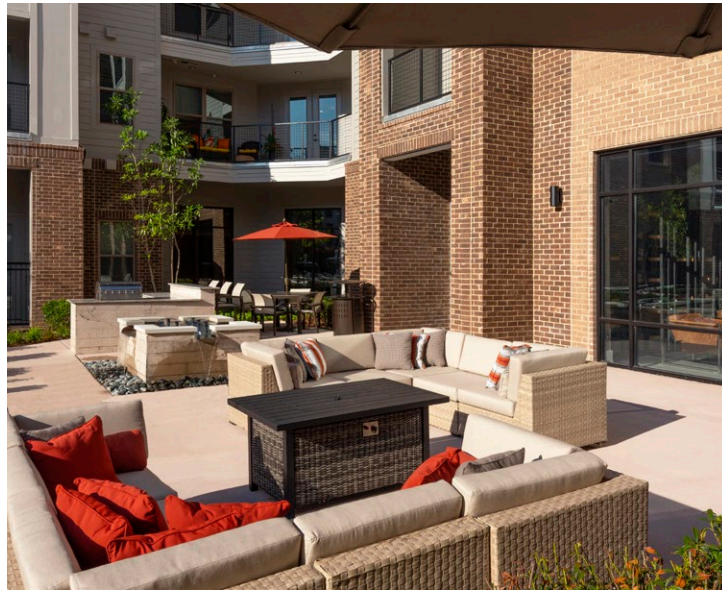
Example of Outdoor Grilling Area



Example of Central Courtyard Character



Example of Central Courtyard Character



Example of Central Courtyard Character



Example of Central Courtyard Character



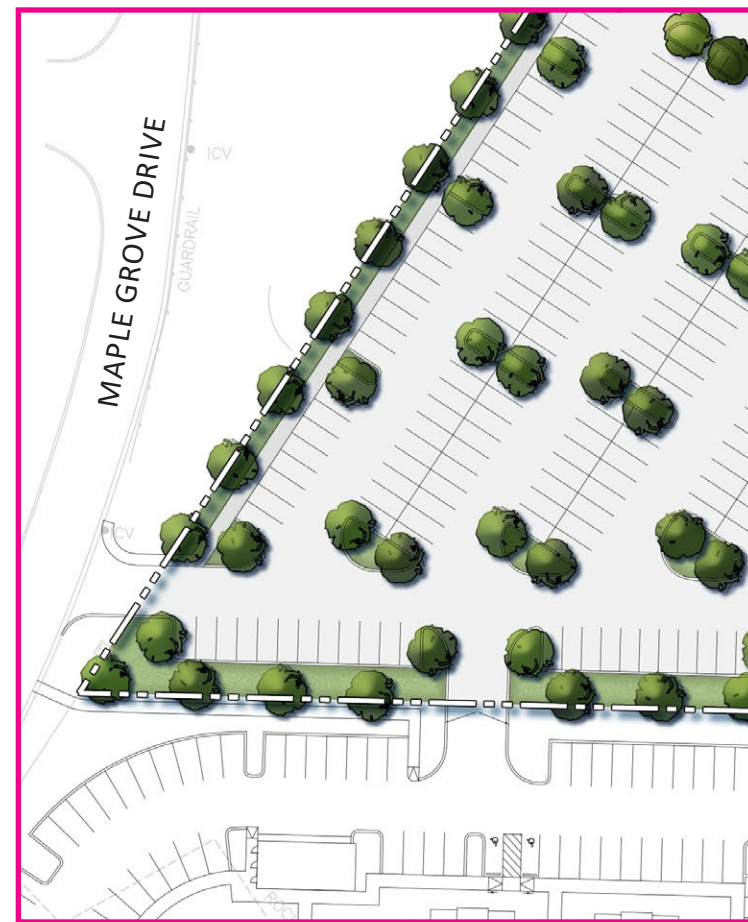
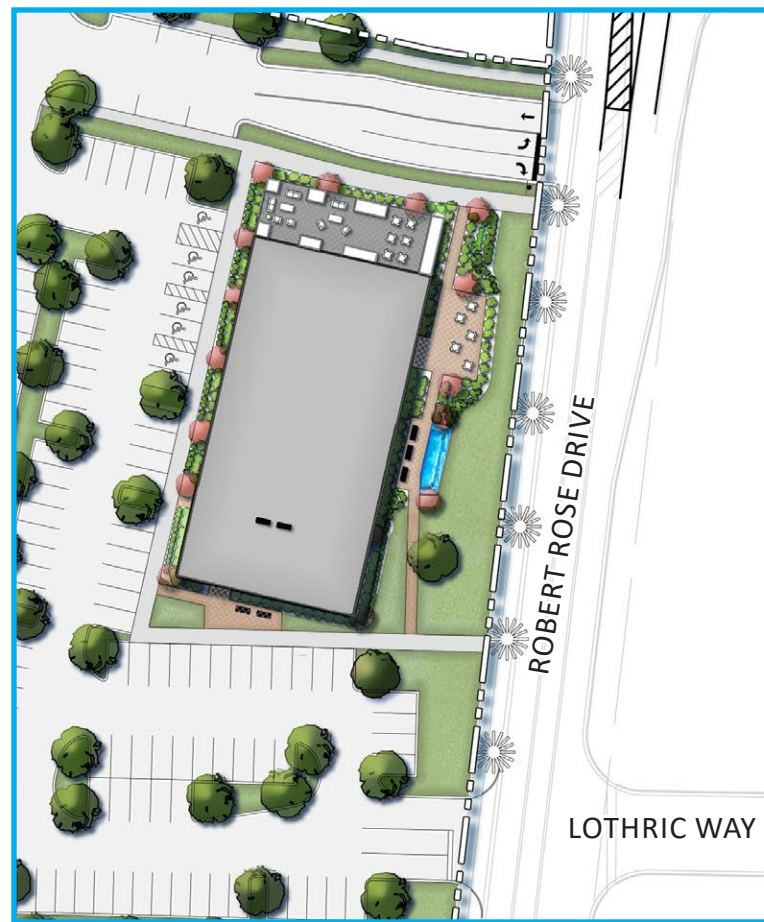
Example of Central Courtyard Character



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:

- Public rights-of-way shall be screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or walls.
- Solid waste enclosure shall be 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.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.



Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Robert Rose Drive is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 3 lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

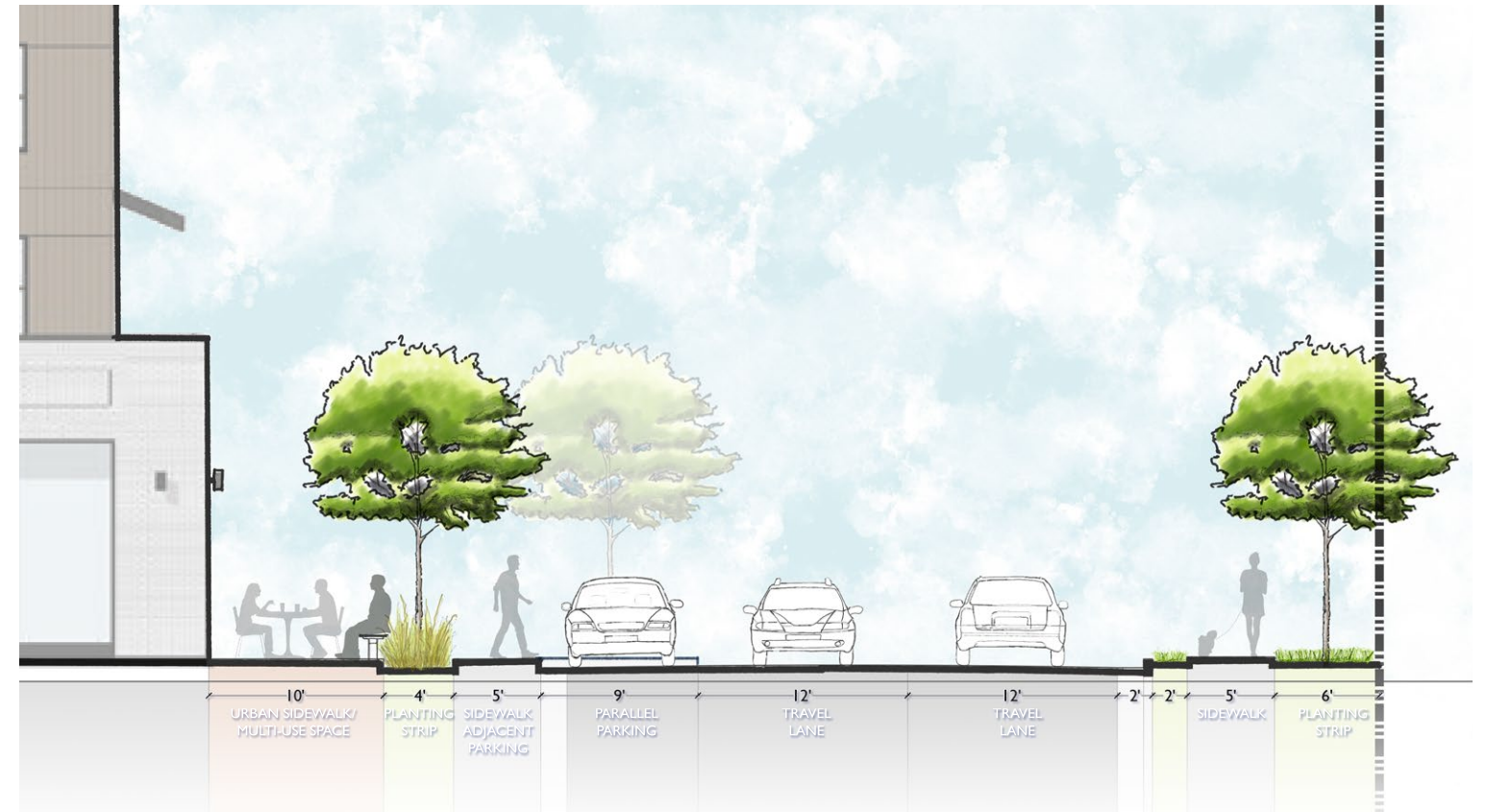
As stated above, the primary means of ingress/egress from this site will be onto Robert Rose Drive. The entrances are proposed to incorporate three travel lanes for proper circulation into and out of the development onto Robert Rose Drive. There will be a dedicated left and right out of the Development, as well as single lane for traffic entering the development. The master plan has included potential secondary means of ingress/egress from the development. The illustrations above show all proposed points of ingress/egress to the site.

This development will be completing the turn lane along Medical Center Parkway from its current ending to the intersection with Maple Grove Drive. Additionally, this development will be completing the GDO streetscape improvements along Robert Rose Drive and Medical Center Parkway with the 1st phase.



Street-Scapes

The northern access road connecting Maple Grove Drive and Robert Rose Drive shall be designed to incorporate a number of Urban Street-Scape Elements. Such elements shall include a large sidewalk along store fronts to accommodate intermittent outdoor seating, street trees, pedestrian scale lighting, and planting strips. Parallel parking shall be provided along the south side of the access road to create an additional buffer between pedestrians and vehicular circulation. Pedestrian access across the site can be seen in the diagram to the right. The northern access road shall provide pedestrian access to a majority of the site, including resident access to the central amenity center.



Example of Northern Access Road Street Scope



Pedestrian Circulation Diagram

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 3-6 provide the required materials.

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 5 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains or floodways, and the site ultimately drains to the Stones River.

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 3-6 provide the required materials.

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 exhibits shown on pages 7-9 provide the required materials

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: The exhibits shown on pages 7-9 provide the required materials

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	490,050 s.f.
TOTAL MAXIMUM FLOOR AREA	330,000 s.f.
TOTAL LOT AREA	490,050 s.f.
TOTAL BUILDING COVERAGE	79,800 s.f.
TOTAL DRIVE/ PARKING AREA	250,738 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	239,312 s.f.
TOTAL OPEN SPACE	98,010, s.f.
FLOOR AREA RATIO (F.A.R.)	0.67
LIVABILITY SPACE RATIO (L.S.R.)	0.33
OPEN SPACE RATIO (O.S.R.)	0.84

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 MU. The surrounding area has a mixture of residential and commercial 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 five phases. Phasing information is described on Page 8.

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 9 & 18-21.

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: In addition to the chart below, the applicant is requesting exceptions on Page 9.

SETBACKS	MU	PUD	DIFFERENCE
Front Setback	15.0’	40.0’	+25.0’
Side Setback	10’	40.0’*	+30.0’
Rear Setback	20’	40.0’	+20.0’
Minimum Lot Size	N/A	N/A	N/A
Minimum Lot Width	100’	N/A	N/A

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 in the Gateway Design Overlay District. No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H eff. 01/04/2007 and FEMA flood panel 47149C0260H eff. 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 3 & 23 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. and the developer/ applicant is TDK Construction. 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: Pages 10-15 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 9. All signage shall be on buildings.

Land Use Parameters and Building Setbacks					
Zoning (Existing vs Proposed)	MU (Existing)	Proposed PUD	Difference	Proposed CH	Difference
Residential Density					
Maximum Dwelling Units Multi-Family	70	232	+162	None	
Minimum Lot Area	5 AC	NA		None	
Minimum Lot Width	100'	NA		None	
Minimum Setback Requirements					
Minimum Front Setback	15'	40'	+25'	42'	+17'
Minimum Side Setback	10'	40'	+30'	10'	+0'
Minimum Rear Setback	20'	40'	+20'	20'	+0'
Minimum Robert Rose Drive Setback	50'	40'	-10'	42'	-8'
Minimum Maple Grove Drive Setback	15'	15'	+0'	NA	NA
Minimum Medical Center Parkway Setback	50	NA	NA	42'	-8'
Land Use Intensity Ratios					
MAX FAR	None	None	NA	None	NA
Minimum Livable Space Ratio	None	None	NA	None	NA
Minimum Open Space Requirement	None	20%	+20%	20%	+20%
Minimum Formal Open Space Requirement	None	5%	+5%	3%	+3%
Max Height	150	80	-70'	75	-75'
Parking Ratios (See Page 8 for Parking Calculations)	<p><u>Multi-Family Units:</u> 1.1 space per single bedroom unit 1.1 space per bedroom in multi-bedroom units</p> <p><u>All Other Uses:</u> Per Chart 4 of the 2022 Zoning Ordinance</p>	Parking shall abide by Chart 4 of the 2022 Zoning Ordinance		Parking shall abide by Chart 4 of the 2022 Zoning Ordinance	

- PUD Exceptions Request Summary:
- Requesting an exception to endnote 22 of Chart 1 Endnotes. Uses Permitted by Zoning District to allow multi-family as a permitted use (Not currently permitted in underlying MU zoning) [In developments consisting of ten (10) or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than twenty-five (25) percent of developable land area.] To allow multi-family residential land-use as a part of this PUD.
 - Requesting an exception to the allowable number of multi-family units beyond the 25% limitation in endnote 22 of Chart 1 Endnotes. Specifically this PUD is requesting up to 232 multi-family units where as per current zoning this development is allowed 86 multi-family units.
 - Requesting an exception to Minimum Building Setbacks along Robert Rose Drive from 50-feet to 40-feet.
 - Requesting exceptions to Zoning Ordinance and Design Guidelines regarding commercial architecture and permitted materials for the mixed-use buildings, to allow the use of faux wood in building elevations.
 - An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.
 - Requesting exception to single bedroom parking calculations to utilize 1.1 instead of 1.5 spaces per bedroom.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 4, 2022

6:00 PM

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Matthew Blomeley, Asst. Planning Director

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Hearings and Recommendations to City Council

Zoning Ordinance amendment [2022-802] regarding amendments to Sections 2, 7, 24, Chart 1, and Chart 4 pertaining to alcohol manufacturing, City of Murfreesboro Planning Department applicant. Mr. Roman Hankins gave a PowerPoint presentation on the Zoning Ordinance Amendments for Alcohol Beverage Manufacturing. His presentation included topics such as Current Zoning, Stakeholder Involvement, Separate Uses for Breweries, Distilleries, Brewpubs, Wineries, and Parking.

Ms. Margaret Ann Green made known Staff is supportive of this rezoning request for the following reasons:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 4, 2022

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

Nay: None.

Zoning application [2022-403] for approximately 13.7 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive to be rezoned from MU and GDO-1 to PUD, CH, and GDO-1 (Vintage Apartments and TDK office PUD). TDK Construction applicant. Ms. Margaret Ann Green 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. Green made known Staff would like the Planning Commission to consider the following items in its review of this request:

1. The zoning request is inconsistent with the proposed Murfreesboro 2035 Comprehensive Plan Future Land Use Map.
2. The Zoning Ordinance limits on multi-family residential uses for master planned developments in the MU zone.
3. The proposed reduction of 150 parking spaces for the project.
4. Other exceptions as noted on sheet 26.

Mr. Matt Taylor (design engineer), Mr. Ross Bradley (developer), Mr. Ken Ayers (TDK), Mr. John David Blankenship (TDK), Ms. Gina Emmanuel (architect), and Jeff Rosiak (landscape architect) were all in attendance for the meeting. Mr. Taylor gave a PowerPoint

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 4, 2022

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.

Vice-Chairman Ken Halliburton requested for the commercial lot restrictive covenants to exclude gas station, convenience store, liquor store, and beer & tobacco store. Mr. Taylor agreed.

Chair Kathy Jones opened the public hearing.

1. **Mr. Darren Douglas, 1728 Lannister Avenue** – provides door to door trash and recycle services for luxury apartment complexes. He is in favor of the application.
2. **Mr. Maurice Martin, 5033 Asbury Lane** – is in favor of the zoning application.

Chair Kathy Jones closed the public hearing.

The Planning Commission began discussing the proposal with questions regarding the number of apartments and shared parking for the apartments with the commercial use.

The Planning Commissioners expressed their concerns regarding the requested exceptions. Mr. Rick LaLance expressed concerns regarding the number of multi-family units proposed. Mr. Warren Russell stated there needed to be a good balance with the number of apartments and the amount of office space.

Vice-Chairman Ken Halliburton stated he was for the development due to the applicant providing a business building for professional jobs. Mr. Chase Salas made known he was for the development due to TDK's long history of being good stewards in the community.

Mr. Matt Taylor asked to defer action to continue working on this application.

There being no further discussion, Mr. Warren Russell moved to defer the zoning application; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 4, 2022

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

Nay: None.

Zoning application [2022-409] for approximately 238 acres located along Northwest Broad Street to be removed from the GDO-1 zoning overlay district (with approximately 20.8 acres remaining in the GDO-1 overlay), City of Murfreesboro 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) was in attendance to represent the application. He explained the proposed Type D buffer would be discussed further during site plan review. Mr. Matthew Blomeley explained any additional landscaping could be addressed during site plan review.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the request; therefore, Chair Kathy 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. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 18, 2022

1:00 PM

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Rick LaLance
Warren Russell
Chase Salas
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
Amelie Kerr, Planner
Brad Barbee, Planner
Joel Aguilera, Planner
Katie Noel, Project Engineer
Gabriel Moore, Project Engineer
Serena Harris, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order.

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Approve minutes of the April 20, 2022, Planning Commission meeting.

Mr. Chase Salas moved to approve the Minutes of the April 20, 2022 Planning Commission meeting; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Rick LaLance
Warren Russell

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 18, 2022

drainage and detention calculations would be provided to City Staff and TDOT for their review and approval.

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. 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.

Zoning application [2022-403] for approximately 13.7 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive to be rezoned from MU and GDO-1 to PUD, CH, and GDO-1 (Vintage Apartments and TDK office PUD), TDK Construction applicant.

Ms. Margaret Ann Green 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. Continuing, Ms. Margaret Ann Green stated, notable changes the zoning application includes:

- Reduction in the number of apartments from 274 dwelling units to 232 dwelling units;
- Increase the square footage of TDK's office building from 50,000 s.f. up to 60, 000 square feet minimum;
- Increase the parking area for the proposed apartments only; and
- Clarified the parking exceptions for the proposed apartments.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 18, 2022

Mr. Matt Taylor (design engineer) and Mr. Ross Bradley (developer) were in attendance representing the application. Mr. Taylor stated that they have added language prohibiting the following uses: liquor store, beer and tobacco store, and convenience store.

Vice-Chairman Ken Halliburton requested for shared parking to be considered with the future CH lot to the north. Ms. Green stated she would research this request further. Mr. Shawn Wright asked if the office space would be built first, to which Mr. Ross Bradley answered yes.

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. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Warren Russell

Chase Salas

Shawn Wright

Nay: Jami Averwater

Rick LaLance

6. GDO:

On Motion

Clari Park Section 1 [2022-2030] final plat for 12 lots on 36.2 acres zoned CH, PUD, GDO-1, & GDO-2 located along Medical Center Parkway, Roby Corlew Lane, Willowoak Trail, and Wilkinson Pike, Hines Clari Park Land Holdings, LLC developer. Ms. Margaret Ann Green 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.

ORDINANCE 22-OZ-17 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 13.7 acres along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive from Mixed Use (MU) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District (Vintage Apartments and TDK Office PUD); TDK Construction, applicant [2022-403].

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 Unit Development (PUD) District, Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) 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:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

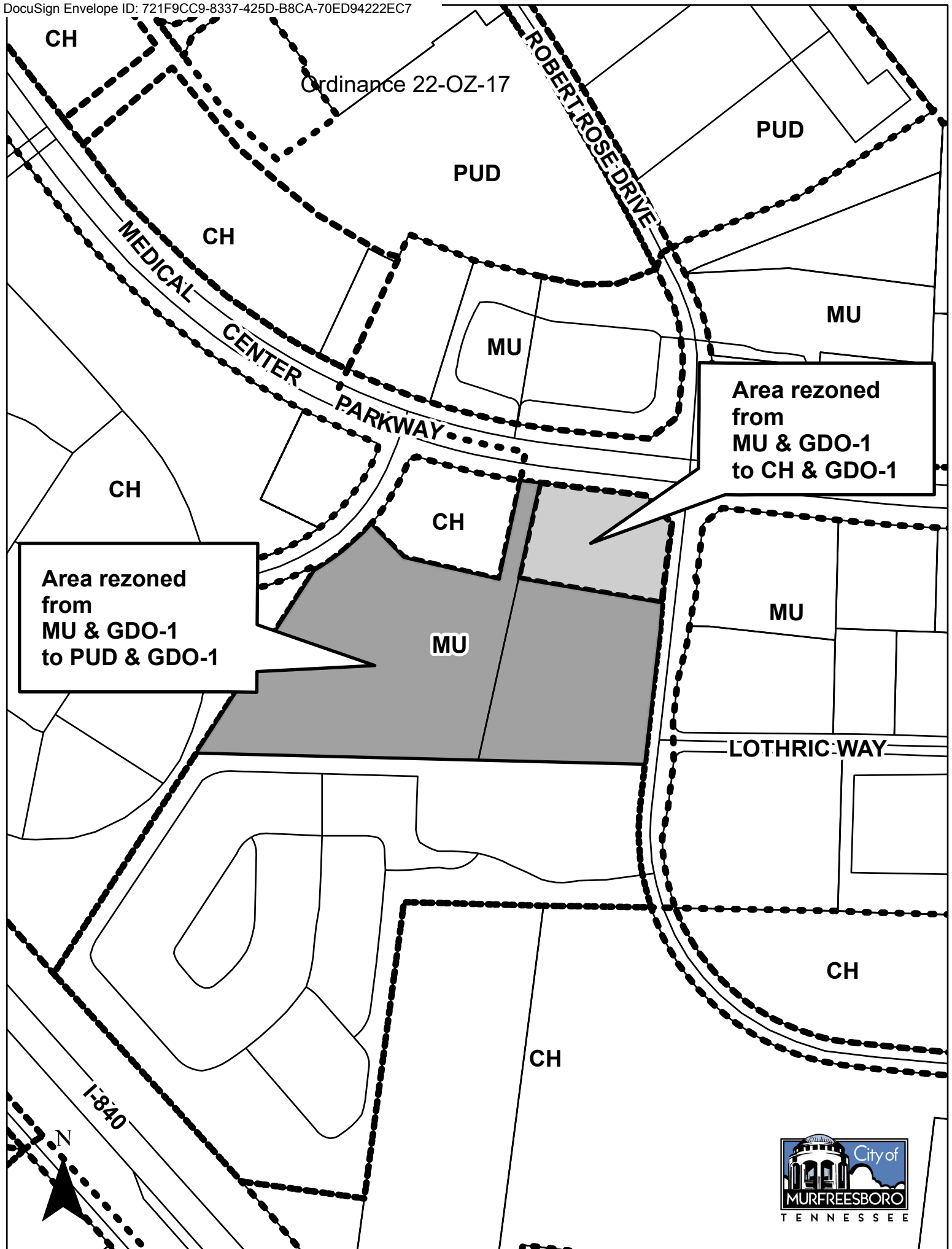
Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Ordinance 22-O-24 Removal of Accessible Sewer Charges –
[First Reading]

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Revision of City Code § 33-1 removing the minimum monthly fee for properties having access to sanitary sewer.

Staff Recommendation

Approve Ordinance 22-O-24.

Background Information

MWRD has been charging properties that have “access” to sanitary a minimum monthly sewer charges of \$10.22 per month whether a residence or business has been connected to the sewer since July 1, 2016; however, no commodity charges have been assessed since July 1, 2016.

The Code defines the term “accessible sewer” as a public sanitary sewer located in a street, alley, right-of-way, easement, or other public property abutting on the property in question. The definition of accessible sewer was changed by ordinance in September of 2005.

A brief history of the revision to the definition of accessible sewer and the charges MWRD has billed is as follows:

- Prior to September 2005, “access” to sewer was defined as being within 200 feet of public sewer.
- Ordinance 05-O-48 changed that by defining “accessible” sewer as abutting the property in question.
- Prior to July 1, 2016 customers that were “accessible” to sanitary sewer paid minimum monthly fees (a fixed fee) and commodity fees (variable fees based on per 1,000 gallons consumed).
- Ordinance 16-O-22 changed the fees charged for “accessible” sewer to just the monthly minimum (fixed) and cancelled any commodity charges (variable).

Based on recent customer input, and the relatively few numbers of accounts affected, staff is recommending dropping the fixed monthly fee for properties not connected to sewer but are defined as having access to it.

Only 165 accounts are currently charged a minimum monthly sewer fee that are not connected to the sanitary sewer system. Eliminating these charges equates to a revenue loss of \$20,235 annually, which MWRD's budget can absorb.

Council Priorities Served

Responsible budgeting

Eliminating de minimis fees for a small number of customers that are not using Murfreesboro's utility infrastructure is fair and does not affect other rate paying customers or the Department's budget.

Fiscal Impact

The Ordinance results in a loss of \$20,235 in revenue annually, which MWRD's operating budget will absorb without the need for amendment.

Attachments

Ordinance 22-O-24 amending Chapter 33-1, Water Resources rates and charges, regarding accessible sewer charges

ORDINANCE 22-O-24 amending the Murfreesboro City Code, Chapter 33, Water Resources, Section 33-1, Water Resources rates & charges, regarding accessible sewer charges.

WHEREAS, Murfreesboro City Code, Section 33-400, defines “accessible sewer” as a public sanitary sewer located in a street, alley, right-of-way, easement or other public property abutting on the property in question; and

WHEREAS, prior to July 1, 2016, property owners with accessible sewer who did not connect paid minimum monthly fees (a fixed fee) and commodity fees (variable fees based on per 1,000 gallons consumed); and

WHEREAS, Ordinance 16-O-22 amended the fees charged for accessible sewer to only the monthly minimum and cancelled any commodity charges; and

WHEREAS, the City now desires to remove the provision that charges minimum fees to those who have accessible sanitary sewer, but are not connected to it to coincide with consumption; and

WHEREAS, the overall revenue and budget for the Murfreesboro Water Resources Department will not be materially affected by the removal of said minimum fees.

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

SECTION 1. Murfreesboro City Code, Chapter 33, Water Resources, Section 33-1, Water Resources rates & charges, is amended at subsection (G)(3) by deleting it in its entirety.

SECTION 2. 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:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Revision of the Rutherford County Hazard Mitigation Plan

Department: Fire Rescue

Presented by: Mark A. Foulks, Fire Chief

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Resolution adopting the revision of the Rutherford County Hazard Mitigation Plan

Staff Recommendation

Adopt the Revision of the Rutherford County Hazard Mitigation Plan

Background Information

The Rutherford County Hazard Mitigation Plan must be revised every five years. The Federal Emergency Management Agency has reviewed the revised plan and determined that it is compliant with federal standards in 44 CFR 20 1.6.

Council Priorities Served

Maintain public safety

Undertaking hazard mitigation actions before disasters occur reduces the potential for harm to people and property.

Fiscal Impacts

None

Attachments

1. Resolution 20-R-02
2. Rutherford County Hazard Mitigation Plan

RESOLUTION 22-R-20 adopting the 2022 Revision of the Rutherford County Hazard Mitigation Plan.

WHEREAS, the City of Murfreesboro recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the Rutherford County Hazard Mitigation Plan must be revised and approved on a scheduled period of every five years; and

WHEREAS, the City of Murfreesboro participated jointly in the planning process with the other local units of government within Rutherford County to prepare the Hazard Mitigation Plan; and

WHEREAS, in a letter dated April 14, 2022, that the Federal Emergency Management Agency has reviewed the revision of the Rutherford County Hazard Mitigation Plan and determined that this revision is compliant with federal standards in 44 CFR 20 1.6(b)-(d) subject to formal community adoption.

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

SECTION 1. The City of Murfreesboro hereby adopts the 2022 Rutherford County Hazard Mitigation Plan as an official plan, a copy of said Hazardous Mitigation Plan being attached hereto as Exhibit A and incorporated herein at length verbatim as if set forth herein.

SECTION 2. 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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

April 14, 2022

Mr. Doug Worden
State Hazard Mitigation Officer
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204

Reference: Rutherford County Hazard Mitigation Plan

Dear Mr. Worden:

The Federal review of the draft Rutherford County Hazard Mitigation Plan for compliance with the planning requirements contained in 44 CFR §201.6 is complete. The plan is compliant with Federal requirements, subject to formal community adoption.

For our office to issue formal approval of the plan, the jurisdiction(s) must submit adoption documentation. Upon receipt of the adoption resolution(s) to our office, we will issue formal approval of the Rutherford County Hazard Mitigation Plan. Once approved, please submit a final copy of the Plan, without draft notations and track changes.

If you or any plan participant need assistance, please do not hesitate to contact Robin Berzins, of my staff, at (678) 822-8516.

Sincerely,

A handwritten signature in blue ink that reads "Kristen M. Martinenza".

Kristen Martinenza, P.E., CFM
Branch Chief, Risk Analysis Branch
FEMA Region 4

RUTHERFORD COUNTY HAZARD MITIGATION PLAN



INCLUDING:

**COUNTY OF RUTHERFORD
CITY OF MURFREESBORO
TOWN OF SMYRNA
CITY OF LAVERGNE
CITY OF EAGLEVILLE**

January 2022

Prepared by:
Rutherford County Emergency Management Agency
Rutherford County LEPC- Hazard Mitigation Committee
Rutherford County Engineer

Natural Hazards are inevitable. Floods, tornadoes, earthquakes, wildfires, and other hazardous events are normal occurrences in the natural environment. Disasters, however, occur when human activity (e.g., farming) and the built environment (e.g., structures) intersect with a natural hazard. Although natural hazards cannot themselves be managed, many disasters can be avoided or mitigated. That is to say, the course or magnitude of an earthquake cannot be managed but the characteristics of the built environment that will be subject to that earthquake can be managed. An important task of local officials, and the purpose of a hazard mitigation plan, is to identify and to minimize or eliminate the impact of natural hazards on human activity and the built environment within their communities. Technological hazards are those caused by commonplace tools, machines, and substances while human-caused are those resulting from inadvertent use or deliberate abuse or misuse of biological and/or technical catalysts. This plan addresses all hazard concerns based on a performed Hazard Risk Assessment used to define prime areas of concern to Rutherford County.

Hazard mitigation is defined as sustained action taken to significantly reduce or permanently eliminate long-term risk to human life and property from hazards and their effects. This definition distinguishes actions that have a long-term impact from those that are more closely associated with preparedness for, immediate response to, and short-term recovery from, a specific event. This intent is to focus on actions that produce repetitive benefits over time, not on those actions that might be considered emergency planning or emergency services.

The primary purpose of hazard mitigation is to ensure that fewer Americans and their communities are victims of disasters from all potential hazards. After disasters, repairs and reconstruction are often completed in such a way as to simply restore damaged property to pre-disaster conditions. Such efforts expedite a return to normalcy. However, replication of pre-disaster conditions results in a cycle of damage, reconstruction, and repeated damage. Hazard mitigation is needed to ensure that such cycles are broken, that post-disaster repairs and reconstruction take place after damages are analyzed, and that sounder, less vulnerable conditions are produced. An important benefit of hazard mitigation is that current dollars spent on mitigation will significantly reduce the demand for large amounts of future dollars when natural disasters strike, as well as reduce the economic disaster which often accompanies the natural hazard event through destruction of property, loss, or interruption of jobs, and closing or disabling of businesses.

The rationale for mitigation is simple: It has been continuously proven that impacts of natural hazards can be lessened and even eliminated by appropriate action taken well before the hazardous event. The most effective way to ensure that this action takes place is the preparation and implementation of a comprehensive hazard mitigation plan.

The overall consensus is hazard mitigation actions can save lives and property!

Introduction to Mitigation

The Disaster Mitigation Act of 2000 (DMA 2000) In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. The Disaster Mitigation Act of 2000 became law on October 30, 2000 and amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the “Stafford Act”) (Public Law 93-288, as amended). Regulations for these activities can be found in Title 44 of the Code of Federal Regulations Part 206, Subpart M. This legislation reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. This act establishes a pre-disaster hazard mitigation program and new requirements for the national, post-disaster, Hazard Mitigation Grant Program. Section 322 of the act specifically addresses mitigation planning at the state and local levels. It identifies new requirements that allow Hazard Mitigation Grant Program (HMGP) funds to be used for mitigation planning activities and increases the amount of HMGP funds available to states that have developed a comprehensive, enhanced mitigation plan prior to a disaster. States and communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds. Local and tribal mitigation plans must demonstrate that their proposed mitigation measures are based on a sound planning process that accounts for the risk to and the capabilities of the individual communities. DMA 2000 is intended to facilitate cooperation between state and local authorities, prompting them to work together. It encourages and rewards local and state pre-disaster planning and promotes sustainability as a strategy for disaster resistance. This enhanced planning network will better enable local and state governments to articulate accurate needs for mitigation, resulting in faster allocation of funding and more effective risk reduction projects. To implement the new DMA 2000 requirements, FEMA prepared an interim final rule, published in the Federal Register on February 26, 2002, at 44 CFR Parts 201 and 206, which establishes planning and funding criteria for states and local communities. On October 31, 2007, FEMA subsequently published an Interim Rule in the Federal Register, which ensures the Flood Mitigation Assistance (FMA) program planning requirements are consistent with the mitigation planning regulations as cited in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201 (44 CFR Part 201). This interim rule established that local communities must comply with mitigation planning requirements to be eligible to apply for FEMA mitigation project grant funding, including FMA and FEMA's Severe Repetitive Loss Program (SRL). Meeting the requirements of the regulations cited above ensures participating jurisdictions in the planning area will be eligible to receive disaster assistance, including hazard mitigation grants available through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended.

State Hazard Mitigation Grant Funding Priorities are the specific hazard mitigation funding streams administered by the state through FEMA. These funding streams include the post-disaster Hazard Mitigation Grant Program (HMGP) and the pre-disaster Flood Mitigation Assistance (FMA) and Pre-Disaster Mitigation (PDM) programs. The Tennessee Emergency Management Agency administers these programs, providing funding to local governments and eligible public entities. These funds are awarded based on the State of Tennessee’s hazard mitigation grant funding priorities. The Tennessee Mitigation Council reviews and ranks project applications for funding based on the State of Tennessee’s hazard mitigation grant funding priorities. These priorities are reflected in the Mitigation Application Ranking System (MARS) form. The MARS form is a hazard mitigation grant application with an accompanying ranking system based upon a point response ranging from zero to 111 across 17 different categories with accompanying sub-categories. A number of these award the applicant based upon a scaled answer and have scales ranging from zero to 5, 6, and 10. Other categories are binary in nature and will award the applicant points based upon yes or no answers resulting in a scale of 0 to 5, 10, and 25 points.

The list below summarizes priorities based on the scoring criteria in the MARS form.

- Effective Mitigation Project (up to 26 points)
- Community Impacted by a Disaster in Past Year (25 points)
- Demonstrated Hazard Mitigation Planning and Capability (up to 20 points)
- Repetitive Loss, Severe Repetitive Loss, Floodplain or Floodway (up to 15 points)
- Critical Facility or Economic Benefit (up to 15 points)
- Disadvantaged Area (up to 10 points)

In the first three scored categories, the State of Tennessee prioritizes rural and low-income counties that have demonstrated capability to successfully plan or implement hazard mitigation projects. The next three scored categories focus on an applicant's risk, vulnerability, and commitment to implementing hazard mitigation. If a community was part of a Presidentially declared disaster within the last year, the community is given an additional 25 points. This is intended to prioritize communities currently recovering from a major disaster.

The next three scored categories give priority to high-risk hazards and high-priority hazards, as listed in the applicant's own mitigation plan, as well as the number of people benefited by the project. The next four categories focus on high-flood risk properties, giving a very significant number of points for repetitive loss, severe repetitive loss, floodplain, and floodway properties. It is possible to get as many as 15 points from this section for a single project.

The next two scored categories focus on critical facilities and economic benefit. The last two scored categories provide points for permanently solving the issue, saving the lives, or addressing more than one issue. The following excerpt below demonstrates the prioritization portion of mitigation applications. Jurisdictional applications must be submitted through the [State of Tennessee Hazard Mitigation Office](#).

Excerpt from Mitigation Application Rating System (MARS) Form

Category	Scoring		
	Points	Range	
Capability of the applicant to achieve the desired activity, based on previous grants performance, regional recommendation, and/or local mitigation plan capability assessment.	0	1 to 5	Lowest to highest capability
Population of the applicant area.	0	1) 50,001 and Up 2) 25,001 – 50,000 3) 15,001 – 25,000	4) 3,001 – 15,000 5) Up to 3,000
Median income	0	1) \$40,001 and Up 2) \$30,001 – \$40,000 3) \$20,001 – \$30,000	4) \$10,001 – \$20,000 5) Up to \$10,000
Does the community have any of the following: <ul style="list-style-type: none"> Member of the Community Rating System Adoption of IBC/Nationally recognized building code History of mitigation/prevention measures Intense Developmental Stress¹ Involved in a declared disaster within the past year? ¹ Intense Developmental Stress (IDS), as defined by the State of Tennessee, is the lack of or inadequate infrastructure to support the rapidly changing socio-economic conditions in the jurisdiction submitting the application. If the community was involved in a declared disaster within the past year, does the proposed project mitigate the hazard generating the disaster?	0 0 0 0 0	0 to 5	1 point for each "yes" answer
Number of Presidentially-declared disasters in their area in the last 10 years.	0	1) 1 – 2 2) 3 – 4 3) 5 – 6	4) 7 – 8 5) 9 and Above
Does the proposed activity mitigate a high-risk hazard for the project's geographic area?	0	5 points for "yes"	0 points for "no"
What priority is the project/strategy being mitigated in the applicants plan?	0	0 points for "Low" 5 points for "Medium" 10 points for "High"	
Number of people benefiting from the proposed activity.	0	1) Up to 50 2) 50 – 500 3) 501 – 1,000	4) 1,001 – 1,999 5) 2,000 and Up
Does this proposal include a Repetitive Flood Claims structure(s) in proposed activity ² ? ² Repetitive Flood Claims (RFC) is defined as a structure insured under the National Flood Insurance Program (NFIP) and has had one or more claim payment(s) for flood damage.	0	5 points for "yes"	0 points for "no"
Does this proposal include a Severe Repetitive Loss structure(s) in the activity ³ ? ³ Severe Repetitive Loss (SRL) is defined as a residential property insured under the National Flood Insurance Program (NFIP). The property must have incurred flood losses that resulted in either (1) four or more flood insurance claims payments that each exceeded \$5000.00 with at least two of the payments occurring within a ten-year period, or (2) two or more flood insurance claims payments that cumulatively exceeded the value of the property.	0	5 points for "yes"	0 points for "no"
Does this proposal include a property(ies) located in the floodplain?	0	5 points for "yes"	0 points for "no"
Does this proposal include a property(ies) located in the floodway?	0	5 points for "yes"	0 points for "no"
Does this proposal consist of a critical facility or function? Provides economic benefit to the local community? <ul style="list-style-type: none"> Private sector (residents) Public sector (business) Government (local) Minority (NEPA) Partnering (between public and government) 	0 0 0 0 0	10 points for "yes" 0 to 5	0 points for "no" 1 point for each "yes" answer
Will the proposed activity permanently eliminate the problem?	0	5 points for "yes"	0 points for "no"
Will the proposed activity: <ul style="list-style-type: none"> Save lives? Mitigate more than one hazard? Accomplish multiple objectives? 	0 0 0	0 to 6	2 points for each "yes" answer

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INTRODUCTION

Purpose

The purpose of this plan is to fulfill local Hazard Mitigation Plan requirements and also to substantially increase public awareness of natural hazard risk so that the public demands safer communities in which to live and work; and to significantly reduce the risk of loss of life, injuries, economic costs, and destruction of natural and cultural resources that result from natural hazards. The plan will identify hazards; establish community goals and objectives and select mitigation activities that are appropriate for Rutherford County.

The five jurisdictions represented within the 2022 updated plan are Rutherford County unincorporated, the City of Murfreesboro, the Town of Smyrna, the City of LaVergne, and the City of Eagleville. These are the same jurisdictions represented in the original plan with no jurisdictional changes occurring. All five jurisdictions have remained active throughout the entire planning process.

The Disaster Mitigation Act of 2000 (DMA 2000), Section 322 (a-d) requires that local governments, as a condition of receiving federal disaster mitigation funds, have a mitigation plan that describes the process for identifying hazards, risks, and vulnerabilities, identifying and prioritizing mitigation actions, encouraging the development of local mitigation and providing technical support for those efforts.

In addition, this plan will fulfill the requirements of the National Flood Insurance Reform Act of 1994 (NFIRA). With this act, Congress authorized the establishment of a Federal grant program to provide financial assistance to States and communities for flood mitigation planning and projects. The Federal Emergency Management Agency (FEMA) has designated this program as Flood Mitigation Assistance (FMA). FMA's basic goal is to fund cost-effective measures that reduce or eliminate the number of repetitively damaged structures and associated claims against the National Flood Insurance Fund.

This plan will assist in continuing program activities that will improve Rutherford County's hazard and flood problems and meet other community needs. Consistent with FEMA's planning process guidelines; the plan will accomplish the following objectives:

- Ensure that all possible activities are reviewed and implemented so that disaster related hazards are addressed by the most appropriate and efficient solution.
- Link hazard management policies to specific activities.
- Educate residents about potential hazards that threaten the community.
- Build public and political support for projects that prevent new problems from known hazards and reduce future losses.
- Fulfill planning requirements for future hazard mitigation project grants; and,
- Facilitate implementation of hazard mitigation management activities through an action plan.

Methodology

The methodology used for the development and updating of the Rutherford County Hazard Mitigation Plan, consisted of the following tasks:

1. Public involvement
2. Coordination with other agencies and organizations
3. Hazard area inventory
4. Problem identification
5. Review and analysis of possible mitigation activities
6. Local adoption following a public hearing
7. Periodic review and update

This hazard mitigation plan contains a list of potential projects and a brief rationale or explanation of how each project or group of projects contributes to the overall mitigation strategy outlined in the plan.

This plan summarizes the activities outlined above to assess the effects of tornadoes, flood & flash flooding, and severe winter storm hazards in Rutherford County and recommends mitigation activities.

The Hazard Mitigation Plan will be evaluated and updated every five years. In addition, the plan will be updated as appropriate when a disaster occurs that significantly affects Rutherford County or one of its municipalities, whether or not it receives a Presidential Declaration. The update will be completed as soon as possible, but no later than the 12 months following the date the disaster occurs. All mitigative planning activity will be monitored, coordinated, and conducted by the Rutherford County LEPC- Hazard Mitigation Planning Sub-committee.

Routine maintenance of the plan will include adding projects, as new funding sources become available or taking projects off the list when they are completed in addition to compiling and adding updated criteria and information.

PLANNING PROCESS

In September of 2009 the Rutherford County Emergency Management Agency officially formulated the Rutherford County Local Emergency Planning Committee (LEPC). Committee members are represented by all jurisdictions and disciplines as well as infrastructure partnerships, and private industry. A Hazard Mitigation Subcommittee under the LEPC has been formed to address mitigative activities for the protection of life and property throughout all jurisdictions within Rutherford County. This Hazard Mitigation Subcommittee now performs the role that the hazard mitigation committee in the original Rutherford Mitigation Plan was tasked.

The establishment of the LEPC and Hazard Mitigation Subcommittee has been deemed as a more favorable way to implement planning initiatives throughout Rutherford County.

At the direction of the Rutherford County EMA, The Rutherford County Local Emergency Planning Committee (LEPC) Hazard Mitigation Planning Subcommittee reviewed the 2022 plan update and worked through current and issues, for updating required information. The county, as well as all of its jurisdictions, are represented in the Hazard Mitigation Subcommittee. (See list of members below). The Rutherford County EMA staff consolidated the subcommittee's efforts by preparing the written updates within the plan.

On February 2nd, 2022 the Hazard Mitigation Planning Subcommittee and other interested persons met to discuss updates and changes to the plan. These revisions were officially approved by the subcommittee and other attendees.

HAZARD MITIGATION COMMITTEE PLANNING MEETING

February 2, 2022

09:00 A.M.

Emergency Operations Center, Murfreesboro, TN

MINUTES

PRESENT:

Tim Hooker, Rutherford County EMA
 Bernard Pike- Rutherford County EMA
 Carey Clark- Rutherford County EMA
 Mike Curtis- Rutherford County GIS
 Brittany Jackson- Rutherford County GIS
 Dave Breniser- City of Eagleville
 Kevin Rigsby- Town of Smyrna- Engineering

Mr. Hooker presided and called the meeting to order at 90:00 A.M.

Mr. Hooker explained the purpose of the Hazard Mitigation Plan. The committee examined the entire plan and discussed required changes and updates to the plan. Mr. Hooker stated that some 2008 FIRM maps are still being utilized but newer maps have been updated. Mr. Rigsby stated they and the county work with all maps as they are updated by FEMA. Other maps have been updated as required.

Mr. Hooker stated we also have updated storm and HAZUS data and have also just added updated repetitive loss data distributed by FEMA. Mr. Hooker also stated the only thing we have left is a public meeting. After that the plat will be forwarded to the State and FEMA for approval. Once we receive official approval this documentation will be forwarded to jurisdictional leadership to be officially adopted. Once this is accomplished these documents will be recorded into the plan.

Mr. Hooker mentioned the County Emergency Operations plan was updated and approved last year and is not due for an update until 2026.

There being no further business at this time, the meeting was adjourned at 09:45 A.M.



MEETING ROSTER		ICS 00	
Meeting Name:	Hazard Mitigation Meeting		
Agency/Department Holding Meeting	Emergency Management		
Date:	2/2/2022	Time:	9:00
Misc:			
NAME:	Department:	Phone:	Email:
Mike Curtis	GIS	615-456-6734	mcurtis@rutherfordcountytg.gov
Brittany Jackson	GIS		bjackson@rutherfordcountytg.gov
Dave Breniser	Eagleville P.D.	615-203-2781	dbreniser@eaglevilletn.com
Carey Clark	EMA	615-308-9612	Carey.Clark@rutherfordcountytg.gov
Tim Hooker	EMA	615-785-7582	timhooker@rutherfordcountytg.gov
Kevin Rigby	Town of Smyrna	615-355-5706	Kevin.Rigby@townofsmyrna.org
BEANARD PIKE	EMA	615-785-5779	bpike@rutherfordcountytg.gov

The City of Murfreesboro and City of LaVergne Engineering Department's flood plain managers were not able to attend this meeting but were able to review the updated plan remotely. Both municipalities have approved the revision. Approval letters are attached.



... creating a better quality of life.

February 24, 2022

Mr. Tim Hooker
Rutherford County Emergency Management Agency
1220 W College Street
Murfreesboro, TN 37129

RE: Rutherford County Hazard Mitigation Plan

Mr. Hooker,

I have reviewed and approve the updated 2022 Rutherford County Hazard Mitigation Plan.

Sincerely,

Michele Emerson
City Engineer, City of Murfreesboro



Development Services
5175 Murfreesboro Road
La Vergne, TN 37086
(615) 213-2624
laveragnetn.gov

28 February 2022

Tim Hooker- AD-CEMP

Rutherford County Emergency Management Agency

1220 W College St, Murfreesboro TN, 37129

Mr. Hooker,

After careful review and study of the revised and updated 2022 Rutherford County Hazard Mitigation Plan I am comfortable with the content I have looked at.

This plan was prepared by: Rutherford County Emergency Management Agency

Rutherford County LEPC- Hazard Mitigation Committee

Rutherford County Engineer

In my capacity as floodplain administrator and serving the City of La Vergne I accept this hazard mitigation plan.

Randolph Salyers

City of La Vergne Building Official / Director of Codes / flood plain Administrator

5175 Murfreesboro Rd.

La Vergne, Tennessee 37086

The County Engineer has spoken with community leaders and citizens around the County who have suffered flooding problems in their homes, businesses and/or land. Also, some of the people interviewed ask about the National Flood Insurance Program. Some homeowners have been told by their insurance company that they cannot buy flood insurance in Rutherford County. We assured them that they could buy flood insurance in Rutherford County and if their insurance company would not sell it, they should go to another insurance company or visit FEMA's website, www.fema.gov.

Notice of a Public Hearing was posted on the Rutherford County Government Website Post and the Emergency Management Facebook site on February 10th, 2022 announcing a public meeting would be held on February 16th to describe the planning process and receive input from the citizens of Rutherford County. All comments received from the public were to be reviewed and will be incorporated into the final version of the plan as appropriate. This meeting also allowed the opportunity for neighboring communities, businesses, agencies, nonprofits, and other interested parties to be a part of the planning process. No members of the public attended the meeting.

The following existing plans, studies, reports, and technical information were used in developing this updated plan.

State of Tennessee Hazard Mitigation Plan (October 2018)
 NOAA National Climatic Data Center
 Rutherford County Emergency Operations Plan
 Tennessee Emergency Management Agency Emergency Operations Plan
 Local Hazard Mitigation Planning Guidance
 Local Hazard Mitigation Plan Workshop – Participants Manual
 State and Local Mitigation Planning “How-to” Guides
 FEMA 386-1 *Getting Started*
 FEMA 386-2 *Understanding Your Communities Risks*
 FEMA 386-3 *Developing a Mitigation Plan*
 FEMA 386-4 *Bring the Plan to Life*

FEMA 386 – 5 – *Using Benefit Cost Review in Mitigation Planning*
 FEMA 386 – 6 – *Integrating Historic Property and Cultural Resource Considerations into Hazard Mitigation Planning*
 FEMA 386 – 7 – *Integrating Manmade Hazards into Mitigation Planning*
 FEMA 386 – 8 – *Multi-Jurisdictional Mitigation Planning*
 FEMA 386 – 9 – *Using the Hazard Mitigation Plan to Prepare Successful Mitigation Projects*
 FEMA- HAZUS Flood Global Risk Report
 National Flood Risk Index
 Taking Shelter from the Storm: Building a Safe Room Inside Your Home
 FEMA Benefit-Cost Analysis Workshop Manual
 Urban Growth Plan – Rutherford County, Tennessee
 Rutherford County Hazard Mitigation Plan

HAZARD VULNERABILITY RISK ASSESSMENT

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural or man-made hazards. The results of this risk assessment assisted Rutherford County and its incorporated municipalities in identifying and understanding their risks from natural and man-made hazards. This information also serves as the foundation for the development of the mitigation plan and strategies to help reduce risks from future hazard events.

This risk assessment followed the methodology described in the FEMA publication 386-2 “Understanding Your Risks – Identifying Hazards and Estimating Losses” and was based on a four-step process: 1) Identify Hazards, 2) Profile Hazard Events 3) Inventory Assets, and 4) Estimate Losses. Using FEMA guidance, as well as the Section 322 regulations for developing local hazard mitigation plans, a risk assessment that identifies the following was developed.

The hazards to which the county and its communities are susceptible
 The impact of these hazards on physical, social, and economic assets
 The areas within the county most vulnerable to these hazards
 The potential costs of damages or costs avoided through future mitigation projects

A. Identifying Hazards

Rutherford County is subject to a myriad of natural, technological, or man-made events. Those hazards possessing the greatest potential severity have become identified as hazards of prime concern.

The first step in the risk assessment process was to identify each of the hazards that could occur within Rutherford County. The natural hazard identification process began with researching previous hazard events based on historical data compiled by the Rutherford County Emergency Management Agency. The data collected came from newspaper reports, internet research, personal experiences, public records, and records kept in the Emergency Management Agency and the National Centers for Environmental information at NOAA.

After reevaluating the three hazards listed in the original version of the Rutherford County Mitigation Plan (floods/flash floods, tornado, and hail), Rutherford County has decided to revise the hazard list for the 2022 update.

Now instead of just listing tornado and hail as separate hazards, the all-encompassing hazard classification “tornado/severe storms” has been created. “Tornado/Severe Storms” includes information on tornadoes, severe storm wind, and hail. Also, Rutherford County has decided to add the hazard “severe winter storms” to the hazard list. Even though severe winter storms aren’t considered a high-risk hazard for Rutherford County, it has caused vast impacts and thus needs to be listed. (See table 1)

Rutherford County has also identified Technological/Human Caused type hazards as well. With the onset of the 2021 COVID pandemic criteria has been updated.

According to a **FEMA National Risk Index Report**

<https://hazards.fema.gov/nri/report/viewer?dataLOD=Counties&dataIDs=C47149> Rutherford County falls under the following criteria.

National Risk Index



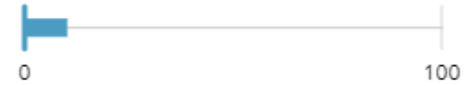
August 20, 2021

Rutherford County, Tennessee

Summary

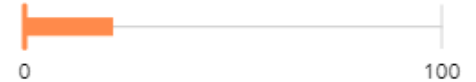
Risk Index is **Relatively Low**

Score **10.37**



Expected Annual Loss is **Relatively Moderate**

Score **21.22**



Social Vulnerability is **Very Low**

Score **23.49**



Community Resilience is **Relatively High**

Score **55.52**

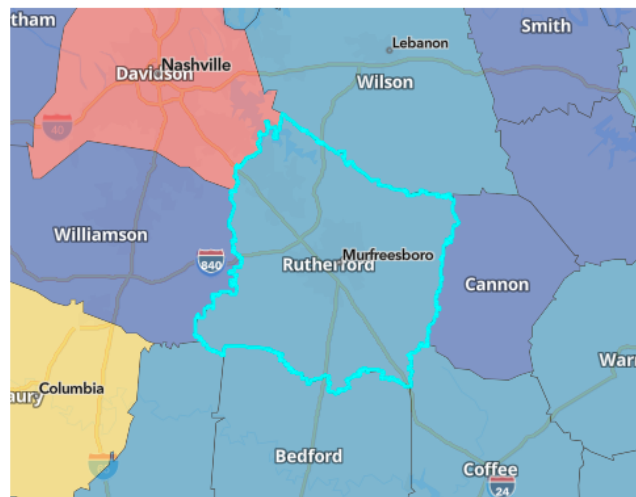


While reviewing this report, keep in mind that low risk is driven by lower loss due to natural hazards, lower social vulnerability, and higher community resilience.

For more information about the National Risk Index, its data, and how to interpret the information it provides, please review the **About the National Risk Index** and **How to Take Action** sections at the end of this report. Or, visit the National Risk Index website at hazards.fema.gov/nri/learn-more to access supporting documentation and links.

Risk Index

The Risk Index rating is **Relatively Low** for **Rutherford County, TN** when compared to the rest of the U.S.



Score **10.37**

Rutherford County, TN

10.37

Tennessee Average

10.10

National Average

10.70

0 100

60.2% of U.S. counties have a lower Risk Index

63.1% of counties in Tennessee have a lower Risk Index

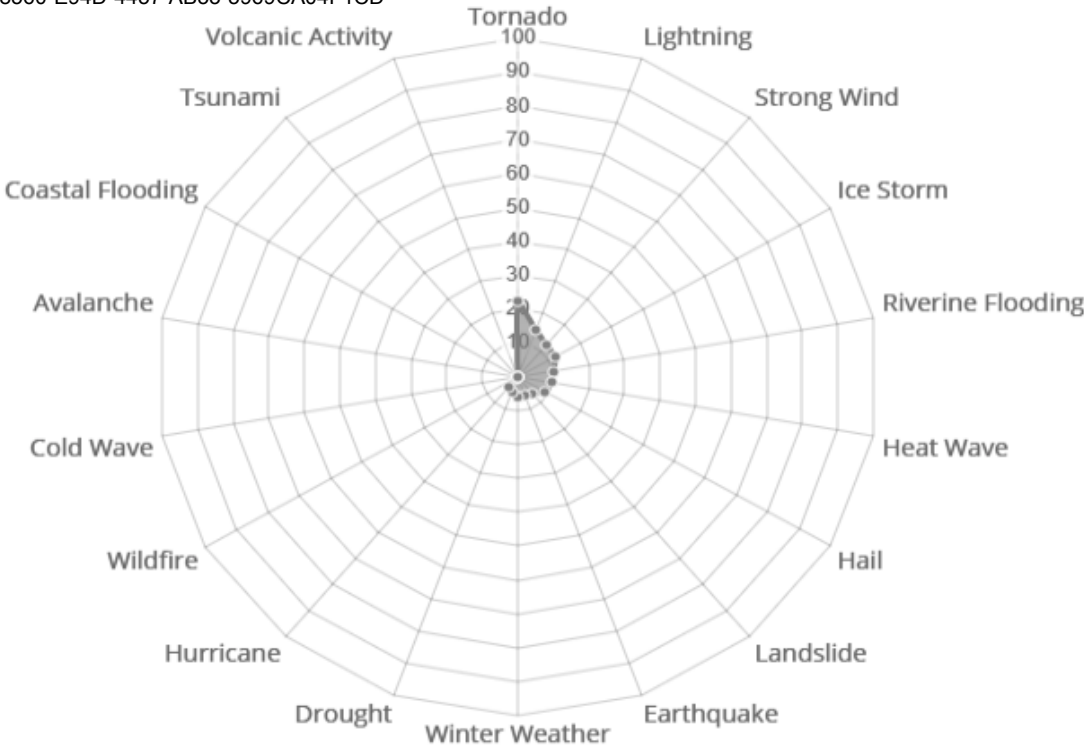
Risk Index Legend

■ Very High
 ■ Relatively High
 ■ Relatively Moderate
 ■ Relatively Low
 ■ Very Low
■ No Rating
 ■ Not Applicable
 ■ Insufficient Data

Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's relative risk for only that hazard type.

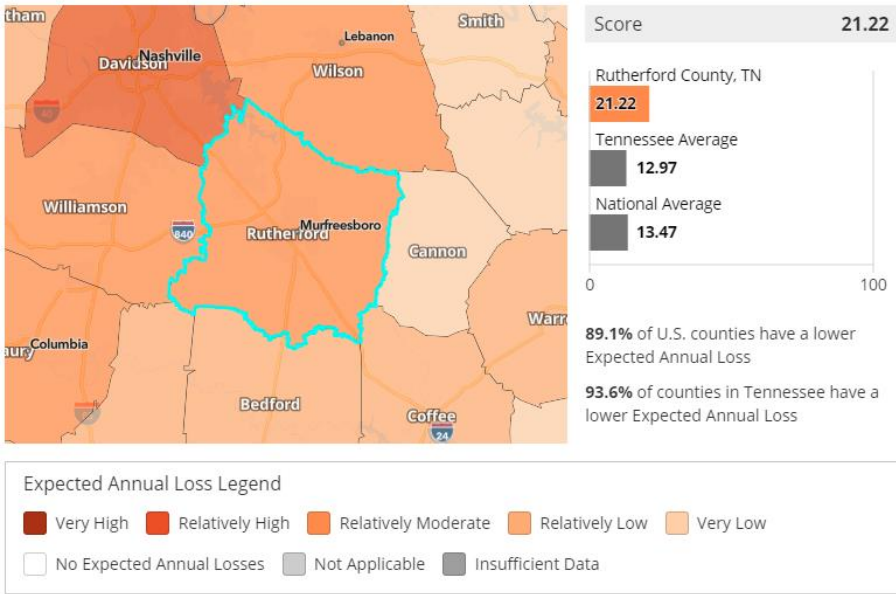
Hazard Type	Risk Index Rating	Risk Index Score	
Avalanche	Not Applicable	--	
Coastal Flooding	Not Applicable	--	
Cold Wave	No Rating	0.00	0 100
Drought	Relatively Low	4.87	0 100
Earthquake	Relatively Low	6.03	0 100
Hail	Relatively Low	8.89	0 100
Heat Wave	Relatively Low	9.57	0 100
Hurricane	Very Low	4.14	0 100
Ice Storm	Relatively Low	11.96	0 100
Landslide	Very Low	6.41	0 100
Lightning	Relatively Low	14.82	0 100
Riverine Flooding	Relatively Low	9.89	0 100
Strong Wind	Relatively Low	12.55	0 100
Tornado	Relatively Moderate	22.28	0 100
Tsunami	Not Applicable	--	
Volcanic Activity	Not Applicable	--	
Wildfire	Very Low	0.76	0 100
Winter Weather	Very Low	6.02	0 100



The chart above demonstrates the relative distribution of hazard type Risk Index scores for **Rutherford County, TN**. Risk Index scores are plotted for each hazard type included in the National Risk Index. Higher relative risk corresponds to larger colored areas inside a given hazard type chart slice.

Expected Annual Loss

In **Rutherford County, TN**, expected loss each year due to natural hazards is **Relatively Moderate** when compared to the rest of the U.S.



Composite Expected Annual Loss		\$16,681,832.01	
Building Value	\$5,306,372.12	Population	1.48 fatalities
Agriculture Value	\$158,392.61	Population Equivalence	\$11,217,067.28

Expected Annual Loss for Hazard Types

Expected Annual Loss scores for hazard types are calculated using data for only a single hazard type and reflect a community's relative expected annual loss for only that hazard type.

14 of 18 hazard types contribute to the expected annual loss for **Rutherford County, TN**.

Hazard Type	Expected Annual Loss Rating	Expected Annual Loss Score	
Avalanche	Not Applicable	--	
Coastal Flooding	Not Applicable	--	
Cold Wave	No Expected Annual Losses	0.00	0 100
Drought	Relatively Low	8.20	0 100
Earthquake	Relatively Moderate	12.34	0 100
Hail	Relatively Moderate	17.03	0 100
Heat Wave	Relatively Moderate	18.70	0 100
Hurricane	Very Low	7.30	0 100
Ice Storm	Relatively Moderate	27.26	0 100
Landslide	Relatively Low	14.37	0 100
Lightning	Relatively High	39.04	0 100
Riverine Flooding	Relatively Moderate	17.42	0 100
Strong Wind	Relatively High	38.11	0 100
Tornado	Relatively High	39.23	0 100
Tsunami	Not Applicable	--	
Volcanic Activity	Not Applicable	--	
Wildfire	Very Low	1.34	0 100
Winter Weather	Relatively Low	13.20	0 100

Hazard Type	Total	Building Value	Population Equivalence	Population	Agriculture Value
Avalanche	--	--	--	--	--
Coastal Flooding	--	--	--	--	--
Cold Wave	\$0	\$0	\$0	0.00	\$0
Drought	\$134,410	n/a	n/a	n/a	\$134,410
Earthquake	\$2,692,693	\$2,174,536	\$518,157	0.07	n/a
Hail	\$331,082	\$281,616	\$49,065	0.01	\$402
Heat Wave	\$458,772	\$2	\$458,742	0.06	\$27
Hurricane	\$199,831	\$17,441	\$161,108	0.02	\$21,282
Ice Storm	\$222,446	\$190,380	\$32,066	0.00	n/a
Landslide	\$25,801	\$13,692	\$12,110	0.00	n/a
Lightning	\$494,399	\$59,024	\$435,375	0.06	n/a
Riverine Flooding	\$2,648,137	\$191,799	\$2,456,194	0.32	\$144
Strong Wind	\$993,103	\$201,580	\$791,217	0.10	\$306
Tornado	\$8,465,968	\$2,168,724	\$6,295,427	0.83	\$1,817
Tsunami	--	--	--	--	--
Volcanic Activity	--	--	--	--	--
Wildfire	\$385	\$342	\$43	0.00	\$0
Winter Weather	\$14,806	\$7,237	\$7,564	0.00	\$5

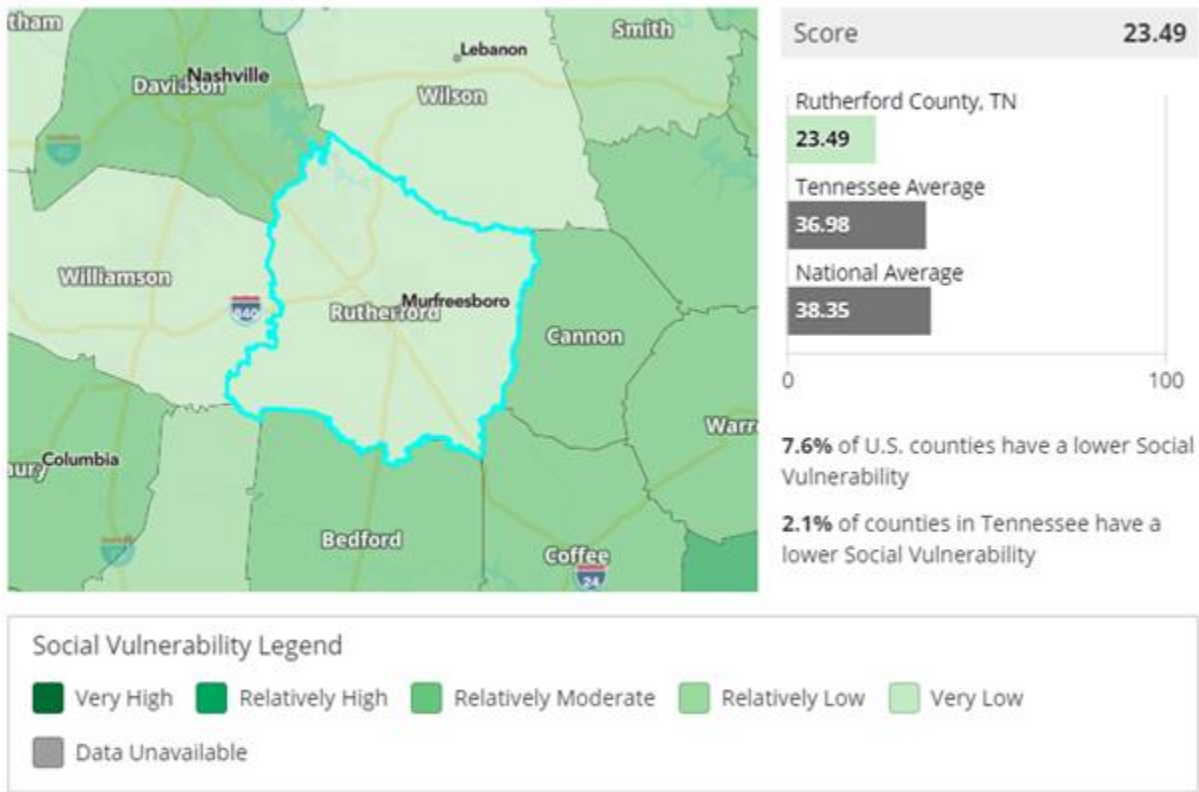
Annualized Frequency Values

Hazard Type	Annualized Frequency	Events on Record	Period of Record
Avalanche	--	--	--
Coastal Flooding	--	--	--
Cold Wave	0 events per year	0	2005-2017 (12 years)
Drought	17.3 events per year	357	2000-2017 (18 years)
Earthquake	0.121% chance per year	n/a	2017 dataset
Hail	3.6 events per year	117	1986-2017 (32 years)
Heat Wave	0.2 events per year	2	2005-2017 (12 years)
Hurricane	0 events per year	4	East 1851-2017 (167 years) / West 1949-2017 (69 years)
Ice Storm	0.5 events per year	35	1946-2014 (67 years)
Landslide	0 events per year	0	2010-2019 (10 years)
Lightning	84.8 events per year	1,865	1991-2012 (22 years)
Riverine Flooding	2.1 events per year	51	1996-2019 (24 years)
Strong Wind	6.2 events per year	199	1986-2017 (32 years)
Tornado	0.5 events per year	31	1986-2019 (34 years)
Tsunami	--	--	--
Volcanic Activity	--	--	--
Wildfire	0.010% chance per year	n/a	2016 dataset
Winter Weather	1.2 events per year	15	2005-2017 (12 years)

Hazard Type	Overall Rating	Building Value	Population	Agriculture Value
Avalanche	--	--	--	--
Coastal Flooding	--	--	--	--
Cold Wave	No Rating	\$5.25 per \$10M	2.28 per 1M	\$1.58 per \$100K
Drought	Very Low	n/a	n/a	\$3.18 per \$10K
Earthquake	Relatively Low	\$1.68 per \$100	1.40 per 10K	n/a
Hail	Very Low	\$2.91 per \$1M	6.83 per 1B	\$4.06 per \$1M
Heat Wave	Very Low	\$5.45 per \$10B	1.40 per 1M	\$6.01 per \$1M
Hurricane	Very Low	\$2.76 per \$100K	3.45 per 1M	\$3.54 per \$100
Ice Storm	Very Low	\$1.50 per \$100K	3.38 per 100M	n/a
Landslide	Very Low	\$3.34 per \$10K	3.81 per 1M	n/a
Lightning	Very Low	\$2.59 per \$100M	2.58 per 1B	n/a
Riverine Flooding	Very Low	\$6.33 per \$100K	1.17 per 100K	\$2.14 per \$100K
Strong Wind	Very Low	\$1.22 per \$1M	6.42 per 100M	\$1.82 per \$1M
Tornado	Very Low	\$1.66 per \$10K	6.47 per 1M	\$1.37 per \$10K
Tsunami	--	--	--	--
Volcanic Activity	--	--	--	--
Wildfire	Very Low	\$4.00 per \$10	6.04 per 10K	\$1.36 per \$100
Winter Weather	Very Low	\$2.18 per \$10M	3.07 per 1B	\$1.49 per \$10M

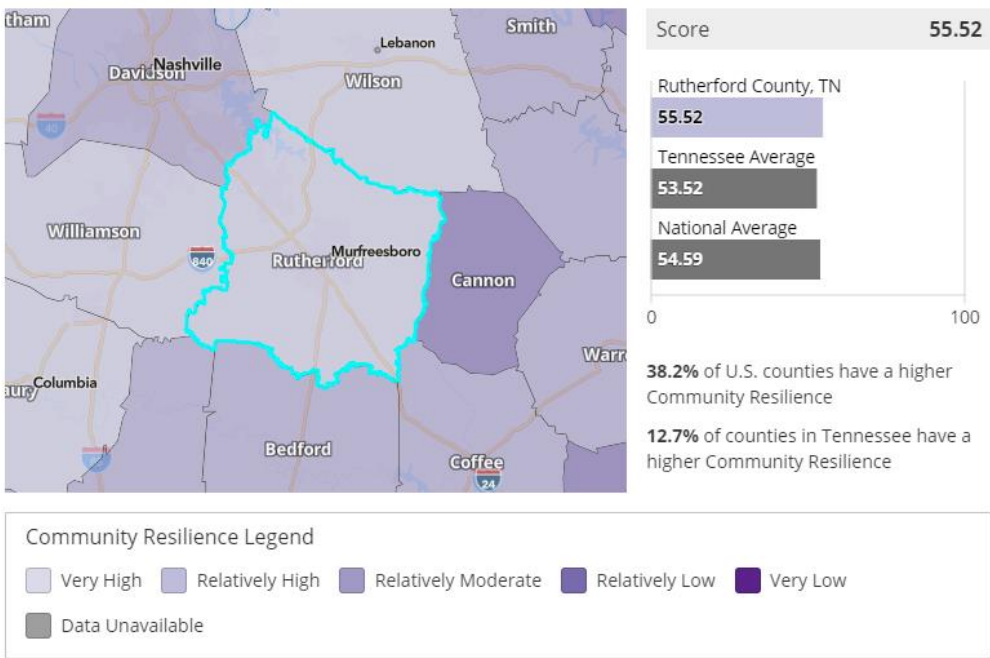
Social Vulnerability

Social groups in **Rutherford County, TN** have a **Very Low** susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.



Community Resilience

Communities in **Rutherford County, TN** have a **Relatively High** ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions when compared to the rest of the U.S.



Hazards and mitigations strategies are prioritized by the frequency of the hazard and cost/benefit review. From this point on within the plan, Rutherford County has deemed that all jurisdictions have the same vulnerability and risk to each hazard unless otherwise stated.

HAZARD AND VULNERABILITY ASSESSMENT

County: Rutherford, TN
Completed by: Tim Hooker

Date Update: 5/10/2021

MAN-MADE / TECHNOLOGICAL EVENTS

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	<i>Likelihood this will occur</i>	<i>Possibility of death or injury</i>	<i>Physical losses and damages</i>	<i>Interruption of services</i>	<i>Relative Threat</i>
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 - 12
Civil Disturbance	1	1	1	1	4
Communication Failure	1	1	1	1	4
Dam Failure	1	1	1	1	4
Evacuation of Gulf States	2	1	1	1	5
Fuel Shortage	1	1	1	1	4
Hazmat / Oil Spill / Explosion (fixed site)	2	2	1	1	6
Hazmat / Oil Spill / Explosion (transport)	2	2	1	2	7
Human Resource Shortages	1	1	1	1	4
Lack of Medical Care	1	1	1	1	4
Loss of Vendor Support	1	1	1	1	4
Major Structure Fire	1	1	1	1	4
Nuclear Facility Incident (transport)	1	1	1	1	4
Nuclear Facility Incident (fixed site)	0	0	0	0	0
Power Outage	2	1	1	2	6
Sewer System Failure	1	1	1	1	4
Terrorism	1	1	1	1	4
Transportation Failure	1	1	1	1	4
Water System Failure	1	1	1	1	4
AVERAGE SCORE	1.31	1.19	1.06	1.19	

NATURALLY OCCURRING EVENTS

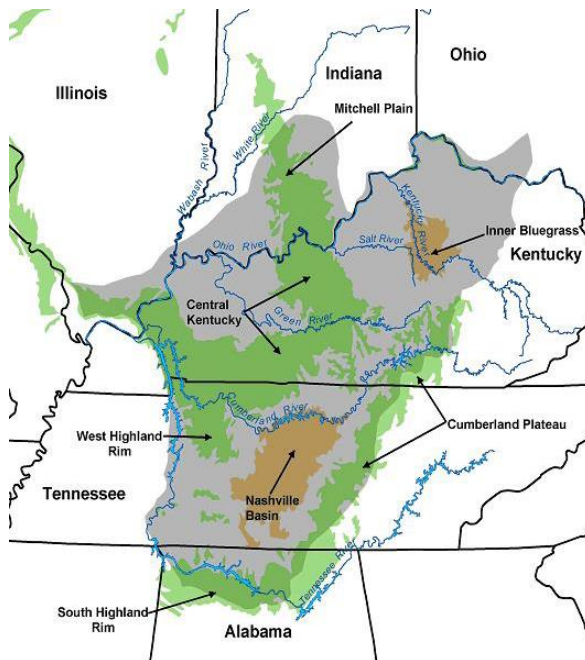
EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	<i>Likelihood this will occur</i>	<i>Possibility of death or injury</i>	<i>Physical losses and damages</i>	<i>Interruption of services</i>	<i>Relative Threat</i>
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 - 12
Blizzard	0	0	0	0	0
Disease Outbreak	1	1	1	1	4
Drought	2	1	1	1	5
Earthquake	1	1	3	3	8
Extreme Heat	1	1	1	1	4
Flash Flooding	3	1	1	1	6
Flooding	2	1	1	1	5
Ice Storm	1	1	1	1	4
Landslide	0	0	0	0	0
Mass Casualty Incident	2	2	1	1	6
Pandemic	2	2	2	2	0
Severe Thunderstorm	3	1	1	1	6
Snow Fall	1	1	1	1	4
Tornado	3	2	2	3	10
Wild Fire	1	1	1	1	4
AVERAGE SCORE	1.44	1.00	1.06	1.13	

Floods/Flash Floods

Flooding is defined as a general and temporary condition of partial or complete inundation of normally dry land areas from excess water from snowmelt, rainfall, or storm surge accumulates and overflows onto the banks and adjacent floodplains.

Floods can be slow or fast rising but generally develop over a period of days. Several factors determine the severity of floods, including rainfall intensity (or other water source) and duration. A large amount of rainfall over a short time span can result in flash flood conditions.

Flooding/Flash Flooding is arguably the highest priority natural hazard in Rutherford County. This is largely due to the physical geography of the county, which is situated over a vast Karst system, and is located within the Nashville Basin which includes several rivers and creeks.



For more information see:

http://water.usgs.gov/ogw/gwrp/activities/karst_hydro.html

Identification of floodplain areas within the county and incorporated municipalities was based on the most recent Flood Insurance Rate Maps (FIRM) produced by FEMA. FIRM maps dated January 5, 2007 are still in use. However, on 2/13/2021 preliminary FIRM map products were delivered to Rutherford County and have been added. The list of appropriate FIRM flood panels for the County, annotated in Appendix 3 of this plan and titled “Flood Zone Maps”, display the locations of all of the major water bodies in the county and delineates the 100-year floodplain boundaries (Zones A and AE). These are areas that have a one percent chance of equaling or exceeding the recorded base flood elevation during any year. Based on these maps all incorporated municipalities have 100-year floodplains within their jurisdictions.

General flooding and flash flooding annually occurs in Rutherford County, and it is the most common event in the county. The National Climate Data Center lists 64 flooding events for Rutherford County since 1950, but there has been numerous smaller events. All of the jurisdictions participating in the plan have a high risk of flooding.

Based on historical events, such as the 9/17/2009, 5/1/2010, and 03/26/2021 floods, Rutherford County and its jurisdictions can experience over 8 feet of flood waters in some places. A list of impacts is provided in Appendix 4.



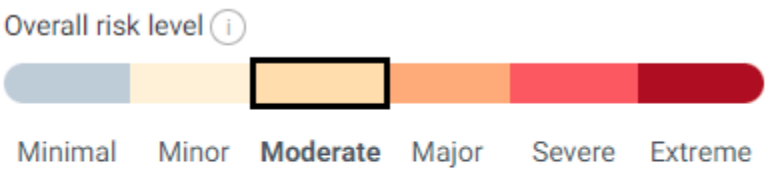
Nuisance flooding impacts many roads and properties in the county and municipalities due to outdated, poorly designed or maintained drainage systems, sections of slab roads that cross through creeks that routinely flood, and deluges of rain over low lying areas. Engineering and Public Works is addressing these types of flooding episodes. One example of this is in November 2005, two grants were executed between the Tennessee Emergency Management Agency and Rutherford County for the Twin Oaks (PDM-PJ-04-TN2005-005) and Greenwood (PDM-PJ-04-TN2005-004) subdivision acquisition projects under the Pre-Disaster Mitigation Program. These FEMA grants were utilized to mitigate repetitive flooding problems of homes that were previously not designated to be in special flood hazard areas. These projects acquired seven properties in the Twin Oaks subdivision, and eleven properties in the Greenwood subdivision which were demolished, and the area returned to their natural state. These areas are now dedicated and maintained in perpetuity for use compatible with open space and wetlands management practices. Since the completion of these projects several rain events have continued to flood these areas. However, due to the success of these projects, no properties were impacted.

Areas known for flooding are mapped into the county GIS database and FEMA 100-year floodplain data is used to overlay and determine vulnerabilities.

Flood Risk Overview

According to Flood Factor, https://floodfactor.com/county/rutherford-county-tennessee/47149_fsid There are 8,334 properties in Rutherford County that have a greater risk than a 26% chance of being severely affected by flooding over the next 30 years. This represents 8% of all properties in the County.

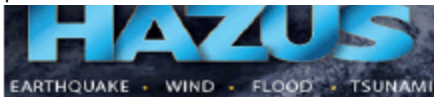
In addition to damage on properties, flooding can also cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of the area. Overall, Rutherford County has a moderate risk of flooding over the next 30 years which means flooding is likely to impact day to day life within the community.



Rutherford County has a moderate risk of flooding over the next 30 years.



* Please note the below attached document is most current HAZUS report generated by FEMA, and is using FY 2010 census data. Therefore, this document is not an accurate description of the jurisdictions current standings in population or facility growth.



Hazus: Flood Global Risk Report

Region Name: Rutherford_County

Flood Scenario: Rutherford_County_100yr_Flood

Print Date: Friday, September 03, 2021

Disclaimer:

This version of Hazus utilizes 2010 Census Data.

Totals only reflect data for those census tracts/blocks included in the user's study region.

The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.



FEMA

RiskMAP
Increasing Resilience Together



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General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Tennessee

Note:

Appendix A contains a complete listing of the counties contained in the region.

The geographical size of the region is approximately 624 square miles and contains 4,926 census blocks. The region contains over 96 thousand households and has a total population of 262,604 people (2010 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B.

There are an estimated 92,003 buildings in the region with a total building replacement value (excluding contents) of 25,642 million dollars. Approximately 93.66% of the buildings (and 80.88% of the building value) are associated with residential housing.

Building Inventory

General Building Stock

Hazus estimates that there are 92,003 buildings in the region which have an aggregate total replacement value of 25,642 million dollars. Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

Table 1
Building Exposure by Occupancy Type for the Study Region

Occupancy	Exposure (\$1000)	Percent of Total
Residential	20,739,238	80.9%
Commercial	3,311,524	12.9%
Industrial	835,177	3.3%
Agricultural	55,901	0.2%
Religion	371,170	1.4%
Government	89,782	0.4%
Education	239,028	0.9%
Total	25,641,820	100%

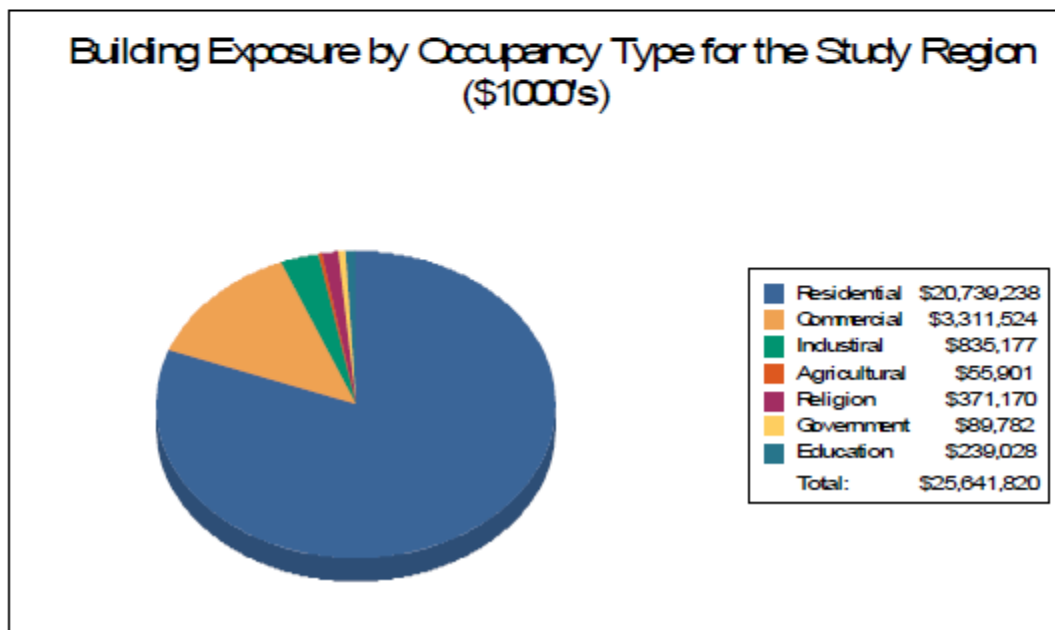
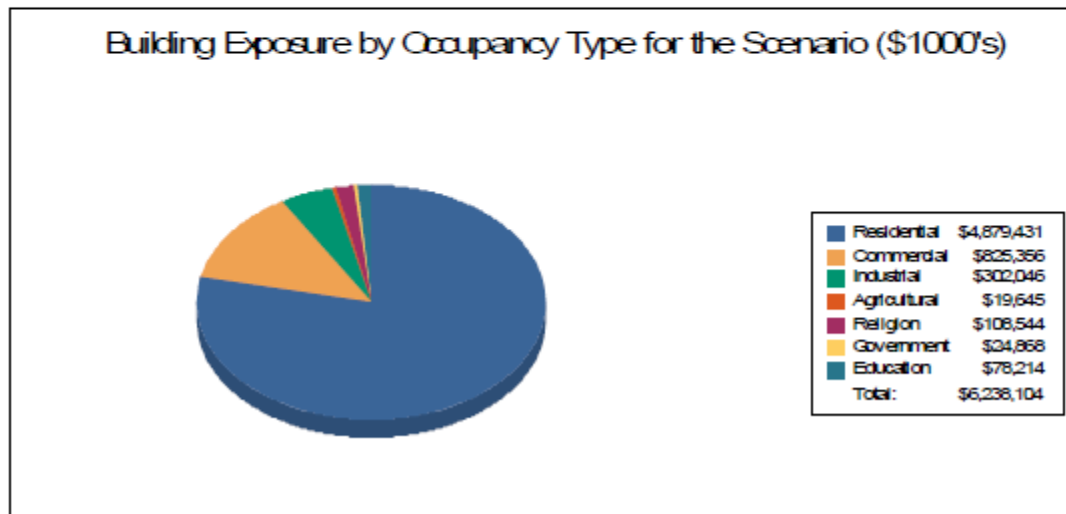


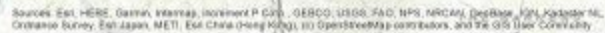
Table 2
Building Exposure by Occupancy Type for the Scenario

Occupancy	Exposure (\$1000)	Percent of Total
Residential	4,879,431	78.2%
Commercial	825,356	13.2%
Industrial	302,046	4.8%
Agricultural	19,645	0.3%
Religion	108,544	1.7%
Government	24,868	0.4%
Education	78,214	1.3%
Total	6,238,104	100%



Study Region Name:	Rutherford_County
Scenario Name:	Rutherford_County_100yr_Flood
Return Period Analyzed:	100
Analysis Options Analyzed:	No What-Ifs

Illustrating scenario flood extent, as well as exposed essential facilities and total exposure



Hazus estimates that about 819 buildings will be at least moderately damaged. This is over 49% of the total number of buildings in the scenario. There are an estimated 195 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

[illegible]

Building Damage by Occupancy

Occupancy	1-10		11-20		21-30		31-40		41-50		>50	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	5	24	16	76	0	0	0	0	0	0	0	0
Education	0	0	0	0	0	0	0	0	0	0	0	0
Government	0	0	1	100	0	0	0	0	0	0	0	0
Industrial	1	20	0	0	2	40	1	20	1	20	0	0
Religion	0	0	1	100	0	0	0	0	0	0	0	0
Residential	220	22	309	30	136	13	96	9	61	6	195	19
Total	226		327		138		97		62		195	

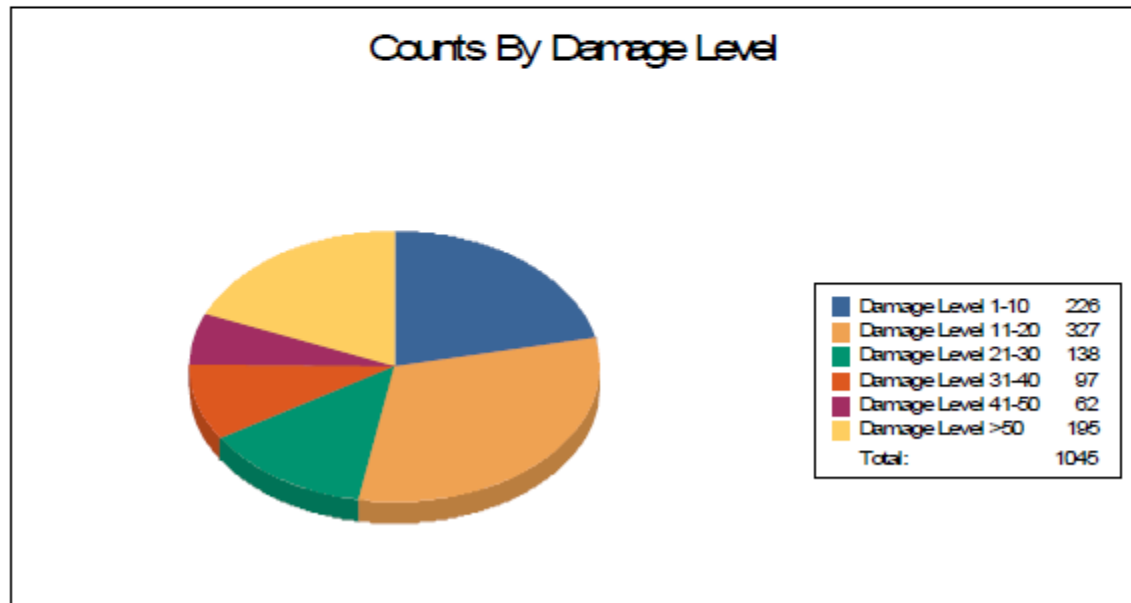


Table 4: Expected Building Damage by Building Type

Building Type	1-10		11-20		21-30		31-40		41-50		>50	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0	2	67	1	33	0	0	0	0	0	0
Manuf/Housing	0	0	0	0	0	0	0	0	0	0	5	100
Masonry	13	27	20	41	4	8	3	6	2	4	7	14
Steel	2	25	5	63	1	13	0	0	0	0	0	0
Wood	212	22	301	31	134	14	93	9	60	6	183	19

Essential Facility Damage

Before the flood analyzed in this scenario, the region had 189 hospital beds available for use. On the day of the scenario flood event, the model estimates that 189 hospital beds are available in the region.

Table 5: Expected Damage to Essential Facilities

Classification	Total	# Facilities		
		At Least Moderate	At Least Substantial	Loss of Use
Emergency Operation Centers	0	0	0	0
Fire Stations	15	2	0	2
Hospitals	1	0	0	0
Police Stations	4	1	0	1
Schools	65	6	0	4

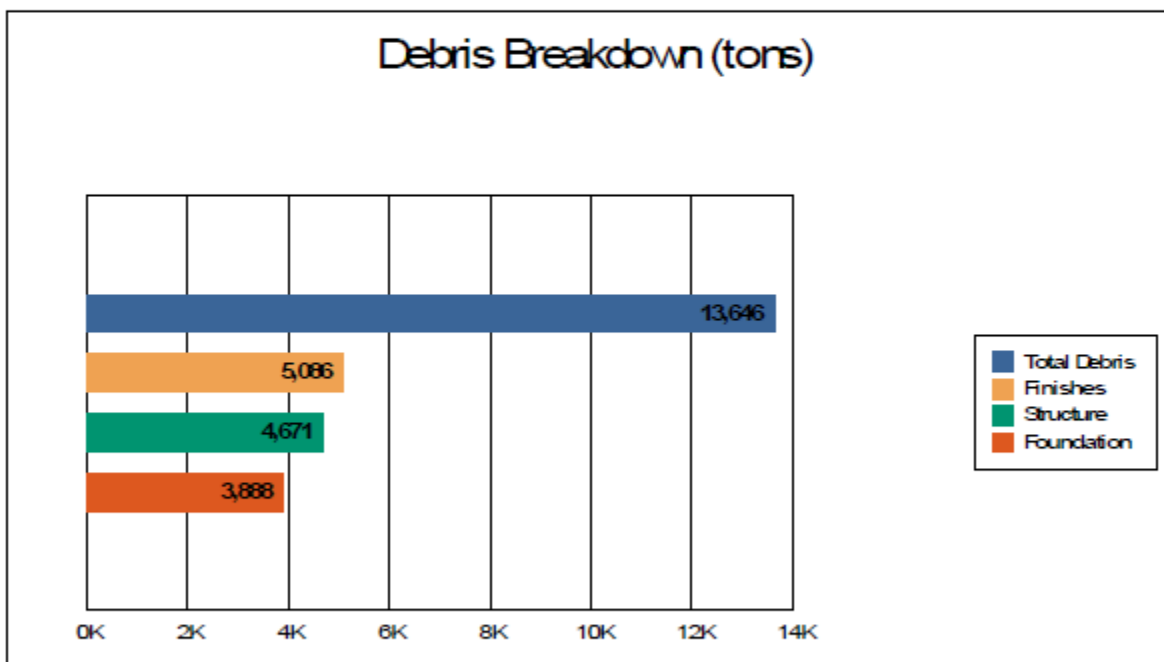
If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.

Induced Flood Damage

Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.

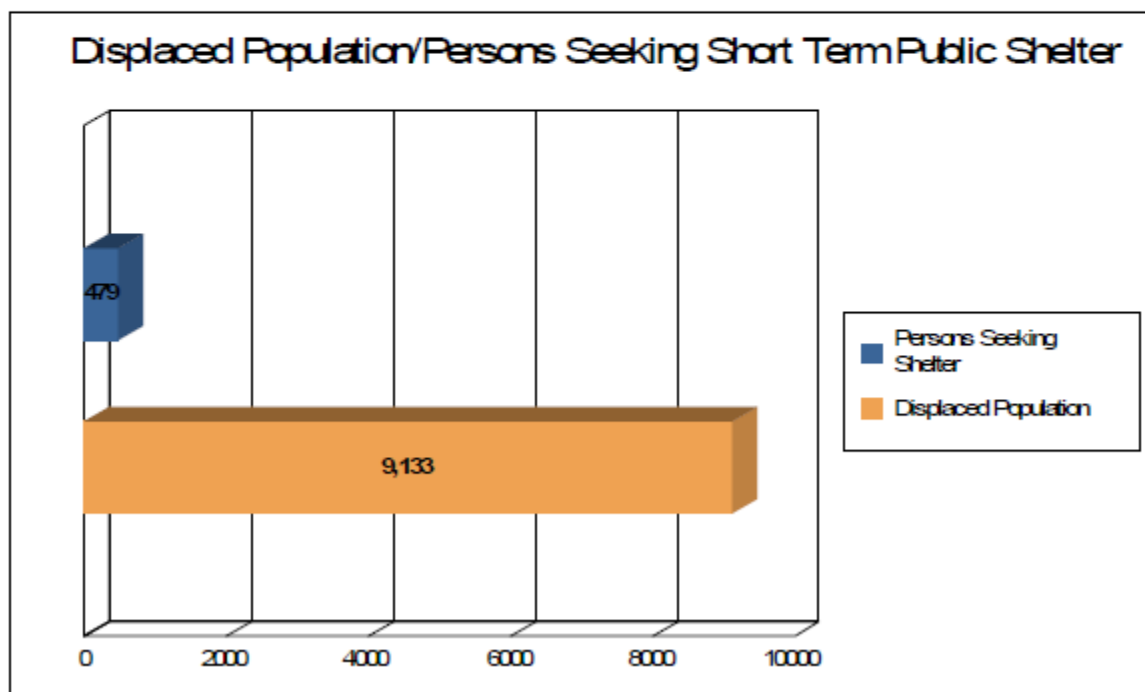


The model estimates that a total of 13,646 tons of debris will be generated. Of the total amount, Finishes comprises 37% of the total, Structure comprises 34% of the total, and Foundation comprises 28%. If the debris tonnage is converted into an estimated number of truckloads, it will require 546 truckloads (@25 tons/truck) to remove the debris generated by the flood.

Social Impact

Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 3,044 households (or 9,133 of people) will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 479 people (out of a total population of 262,604) will seek temporary shelter in public shelters.



Economic Loss

The total economic loss estimated for the flood is 876.49 million dollars, which represents 14.05 % of the total replacement value of the scenario buildings.

Building-Related Losses

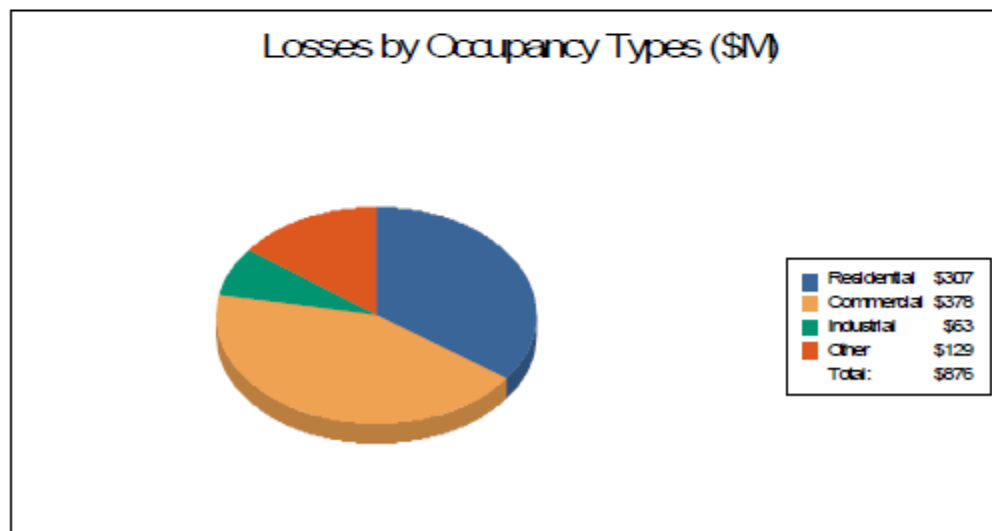
The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 490.65 million dollars. 44% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 35.03% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.

Table 3: Building-Related Economic Loss Estimates

(Millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss						
	Building	150.87	43.43	16.10	5.87	216.27
	Content	84.72	112.96	38.33	29.22	265.23
	Inventory	0.00	3.47	5.50	0.18	9.15
	Subtotal	235.59	159.86	59.93	35.28	490.65
Business Interruption						
	Income	1.39	87.10	0.76	10.40	99.65
	Relocation	47.31	26.64	1.06	5.09	80.10
	Rental Income	19.43	20.07	0.22	0.89	40.61
	Wage	3.30	83.84	1.33	77.01	165.48
	Subtotal	71.43	217.65	3.38	93.39	385.84
ALL	Total	307.01	377.51	63.30	128.67	876.49

**Appendix A: County Listing for the Region**

Tennessee
 - Rutherford

**Appendix B: Regional Population and Building Value Data**

	Building Value (thousands of dollars)			
	Population	Residential	Non-Residential	Total
Tennessee				
Rutherford	262,604	20,739,238	4,902,582	25,641,820
Total	262,604	20,739,238	4,902,582	25,641,820
Total Study Region	262,604	20,739,238	4,902,582	25,641,820

Tornadoes/Severe Storms

According to the National Weather Service, to consider a storm severe it must encompass one of three traits: produce winds greater than 58 miles per hour (50.4 knots), produce hail $\frac{3}{4}$ of an inch or greater in diameter, or produce tornadoes.

A tornado is a violently rotating column of air extending from a thunderstorm to the ground. They vary greatly in behavior, size, shape, intensity, and destructive potential. The most violent tornadoes are capable of tremendous destruction with wind velocity of 250 mph or more. They may move forward at speeds up to 70 mph but generally average between 25-40 mph as they move across land or water. Damage paths can be in excess of 1 mile wide and 50 miles long. However, in Tennessee, the average length is from a few hundred yards to three miles. Because of prevailing wind patterns, 59 percent of all tornadoes in the United States move from SW to NE direction.

Tornadoes are among the most unpredictable of weather phenomena. Tornadoes can occur in any state but are more frequent in the West and Middle regions. In the southern states, peak tornado occurrence is in March through May; however, tornadoes can strike at any time of the year. Rutherford County has had a tornado occurrence in every month of the year except July, August, and October.

Predicting exactly what parts of Rutherford County have a greater chance of being struck by a tornado is difficult. The best predictor of future tornadoes is the occurrence of previous tornadoes. In May 2007 in Middle Tennessee specifically, National Weather Service data indicated a total of 421 people died in a total of 486 tornadoes since 1830.

These tornadoes are characterized using the Enhanced Fujita (EF) Scale, which categorizes tornadoes based on wind speed and associated expected damages. The following table shows the tornado category (both in the older F-Scale and newer EF-Scale), typical impacts, and corresponding wind speeds.

Fujita Scale/Enhanced Fujita Scale for Tornadoes				
F-Scale	Fastest Quarter Mile Wind Speed	Typical Impacts	Enhanced Scale: 3 Sec Wind Gust Speed	Enhanced F-Scale
F0	40-72 mph	Some damage to chimney; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.	65-85 mph	EF0
F1	73-112 mph	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.	86-110 mph	EF1
F2	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.	111-135 mph	EF2
F3	158-206 mph	Roof and some walls torn off well constructed houses; trains overturned; most trees in forest uprooted.	136-165 mph	EF3
F4	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.	166-200 mph	EF4
F5	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.	Over 200 mph	EF5

Rutherford County has had 49 recorded tornadoes with 39 deaths, 340 injured. Rutherford County has had several Presidential Declarations from damage caused by tornadoes.

April 18, 1877 – 10 dead, 50 injured – LaVergne area

November 20, 1900 – 9 dead, 40 injured – LaVergne area

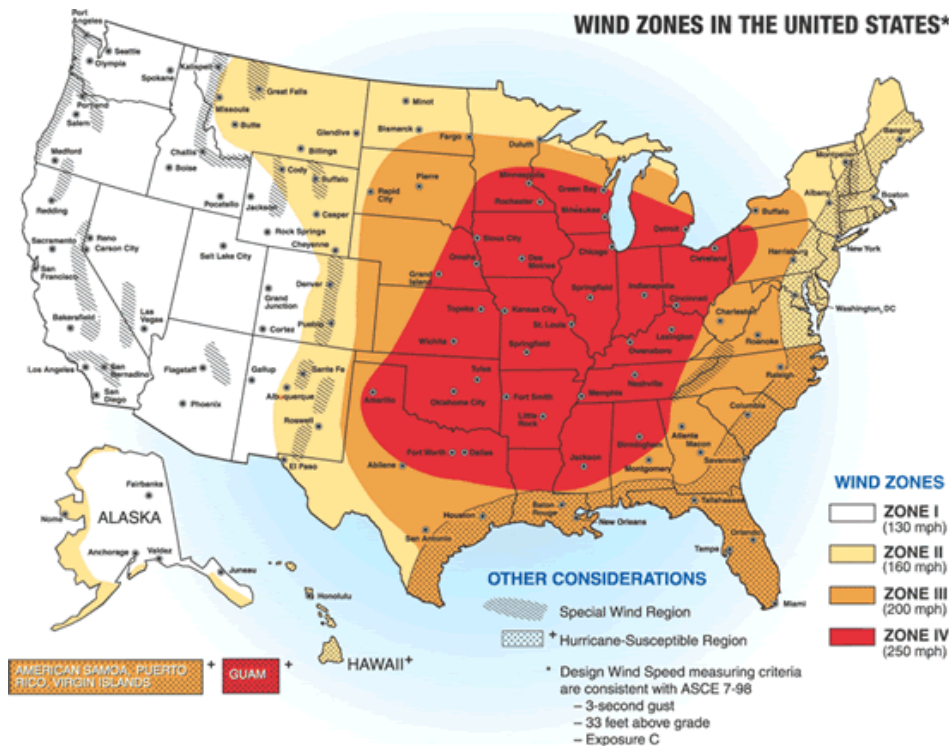
March 13, 1913 – 7 dead, 15 injured – Eagleville area

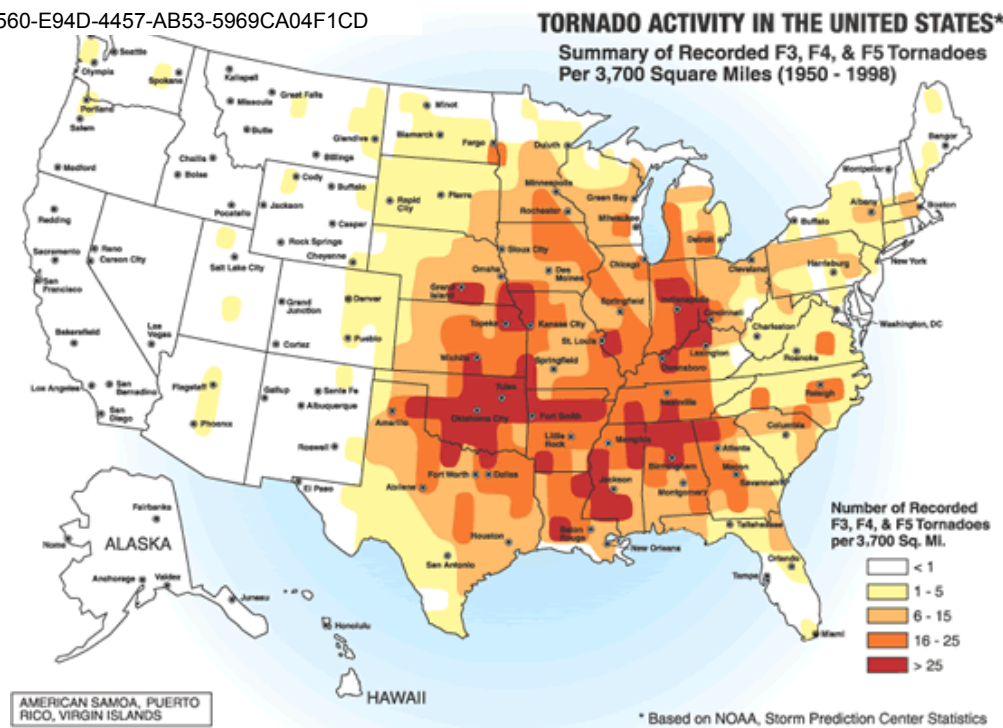
March 18, 1925 – 3 dead, 15 injured – Fosterville area

January 24, 1997 – 18 injured, \$5.3M property damage – Barfield area
 June 2, 1998 - \$1.76M property damage – Smyrna area
 April 28, 2002 – 31 injured – Christiana area
 April 10, 2009 – 2 dead, 58 injured - \$100M in damage – Murfreesboro

Based on historical events, Rutherford County and its jurisdictions have experienced an EF4 tornado, and severe storm winds of over 75 knots. Previous occurrences also show that Rutherford County and its jurisdictions have the probability of a severe tornado occurring every few years and the chance of high winds from severe storms occurring numerous times each year. A list of impacts is provided in Appendix 4.

For planning purposes, it is less important to map the tornado risk than it is to identify it. This is because it is so difficult to predict the path of future tornadoes, because they have occurred in just about every part of Rutherford County in the past. However, they do tend to travel south west to north east. The Fujita scale provides us with an idea of the strength and extent of damages of tornadoes that can occur in Rutherford County. Additional resources to help understand the extent of tornado risks for our area are the “Design Wind Speed Map” developed by the American Society of Civil Engineers (ASCE) and the “Tornado Activity in the United States” map based on NOAA Prediction Center statistics. According to the WIND ZONES IN THE UNITED STATES map, most of the state of Tennessee is located in Zone IV, which is an area associated with up to 250 mph wind speeds.





Using the TORNADO ACTIVITY IN THE UNITED STATES map, which shows the number of recorded F3 to F5 tornados per 3,700 square miles, Rutherford County Tennessee is in an area of high risk. (Information obtained from FEMA.gov.)

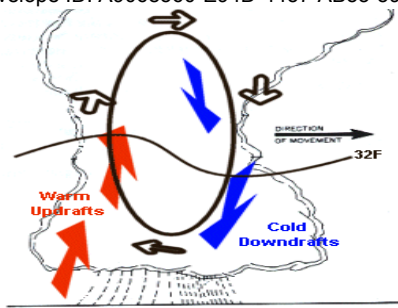
As indicated in the attached map most of Oklahoma, half of Indiana, and isolated areas in the following states: Nebraska, Kansas, Texas, Missouri, Arkansas, Louisiana, Ohio, Kentucky, Tennessee, Mississippi, Alabama, and Georgia

Because tornadoes tend to strike at random it is virtually impossible to predict exactly what parts of Rutherford County have a greater chance of being struck by a tornado; therefore, we must consider all 350,000 residents as being potentially vulnerable to tornadoes.

Hail is associated with large thunderstorms and high winds. Hail falls from thunderstorms in all different shapes, sizes, and intensities. When hail falls to the earth it can wreak havoc on anything it comes in contact with. Hail can be extremely destructive to roof tops and automobiles. In past years Rutherford County has significant damage due to hail.

Hail is formed in huge cumulonimbus clouds, commonly known as thunderheads. When these thunderheads contain strong updrafts of warm air and downdrafts of cold air a water droplet can be picked up by the updrafts and carried up into the air until the temperature drops below the freezing level. With temperatures below 32 degrees Fahrenheit the water droplet freezes into a small piece of ice.

As the droplet reaches cold downdrafts, it will begin to fall back down toward the bottom of the cloud, it may thaw as it moves into warmer air toward the bottom of the thunderstorm. If the updrafts are strong enough, they may pick the droplet back up and take it again into air below 32 degrees, freezing the droplet again, this process will continue as long as the updrafts are strong enough to pick the piece of hail. When the hail reaches a weight that is too heavy for the updraft to pick it up it will fall from the cloud to the ground. Therefore, the stronger the updrafts and the colder the atmospheric air, the bigger the hail can get. The following diagram shows the process of how hail is formed:



The size of hail is related to sizes that most people can relate to. For example, the smallest measurable hail is referred to as “pea size” hail which has a diameter of 1/4-inch diameter. The next larger size hail is referred to as “marble/mothball” hail which is ½ inch diameter. These two sizes of hail are not considered to be severe in terms of damage. Anything with a diameter of 1 inch or larger is considered severe. The following table show the terms related to different sizes of hail:

Pea = 1/4-inch diameter

Marble/mothball = 1/2-inch diameter

Dime/Penny = 3/4-inch diameter - hail penny size or larger is considered severe

Nickel = 7/8 inch

Quarter = 1 inch (Quantifies a “Severe” Category)

Ping-Pong Ball = 1 1/2 inch

Golf Ball = 1 3/4 inches

Tennis Ball = 2 1/2 inches

Baseball = 2 3/4 inches

Teacup = 3 inches

Grapefruit = 4 inches

Softball = 4 1/2 inches

Based on historical events, Rutherford County and its jurisdictions could experience hail measurements over 2.75 inches. A list of impacts is provided in Appendix 4.

Other Hail impact information may be found at this link:

<http://www.stormersite.com/hailstorms.cfm?geonameid=4644312>

The severity and number of times that hail will fall in the county in given year is extremely difficult, if not impossible to predict, due to the randomness with which these storms occur. It can be predicted that Rutherford County will experience these events on an annual basis, with the damages ranging from minor to significant.

Severe Winter Storms includes snowstorms, ice storms and blizzards, but in Tennessee the term mostly refers to extreme cold and ice. Because of the State's generally mild winters, major winter storms occur on average about once every five years, affecting Rutherford County and its jurisdictions.

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Rutherford County and all its jurisdictions are most likely to receive one to three inches of snow based on historical events but, could receive as much as 12 inches of snow or more. A list of impacts is provided in Appendix 4.

Identifying Assets

The Hazard Mitigation Plan for Rutherford County identifies critical facilities located in the County and the hazards to which these facilities are susceptible. A critical facility is defined as a facility in either the public or private sector that provides essential products and services to the general public, is otherwise necessary to preserve the welfare and quality of life in the County, or fulfills important public safety, emergency response, and/or disaster recovery functions.

The critical facilities identified in the County are shelters; hospital and other health care facilities; gas, electric, and communication utilities; water and wastewater treatment plants; facilities with flammable or toxic materials; schools; fire and police stations and government services. (See Appendix 5 for listings)

The Hazard Mitigation Committee used GIS and other modeling tools to map the county's critical facilities and determine which are most likely to be affected by hazards. The three hazards most likely to impact the County are tornadoes/severe storms, flooding/flash flooding, and severe winter storms. The analysis revealed the following:

Tornado Hazard: Any critical facility could be affected. In addition to critical facilities, the County contains at risk populations that should be factored into a vulnerability assessment. These include a relatively large population of elderly residents with limited mobility.

An analysis of the projected population figures for Rutherford County indicates that the population will double in the next 20 years. Much of the residential development is expected to continue to occur within areas that contain portions of the 100-year floodplain.

Estimating Potential Losses

Because it is difficult to determine when or where a potential event may occur it is impossible to pre-estimate potential losses. However, through the counties Office of Information Technology, estimated losses can be obtained in a timely manner immediately following an event by utilizing data entry into our GIS database, and working with the tax assessors tax maps, to formulate and determine overall impact within Rutherford County.

Analysis of Land Uses and Development Trends

Rutherford County is located at the geographic center of the state of Tennessee. It has a total area of 640 square miles (409,600 acres). The county is bounded on the north by Wilson County, on the east by Cannon and Coffee Counties, on the south by Bedford and Marshall Counties, and on the west by Williamson and Davidson Counties. Murfreesboro, the county seat, is 32 miles southeast of Nashville. The Regional Map included with this plan illustrates the location of Rutherford County to surrounding counties (See Appendix 6 – Map of Rutherford County and surrounding counties).

The following land use activities, taken from the Rutherford County Zoning Maps and maintained by the Rutherford County Planning Department, can be found within Rutherford County. The draft county zoning map included within this plan illustrates the location and intensity of the land uses described below. (See Appendix 6– Rutherford County Zoning).

Commercial

Rutherford County is somewhat typical in that much of the County's major commercial use is located inside the larger municipalities, primarily Murfreesboro, Smyrna, LaVergne. Scattered small commercial sites are located within the county at arterial and collector roads or within cross-roads communities which serve the residents' convenience needs.

Industrial

Within Rutherford County, major industry is typically located inside the larger communities and is likely to remain in this condition due to infrastructure and services.

Residential

Within Rutherford County the residential development trend has primarily occurred along the frontages of major transportation route, arterial, and collector roads and the fringes of the incorporated communities. The great majority of this growth consists of residential development on a minimum of one-half acre lots where no public sewer exists, and some subdivisions on one-fourth acres lots where STEP systems are installed. In the past few years, the pace of this activity has significantly risen with the outward migration of residents. The current growth rate in 2020 was 2.25% and an overall increase of 31.80% since 2010. Many of the purchases of residential lots are focused on the local market for employment however, there is an increasing proportion that commutes to work in contiguous counties.

The area wide economy has mostly benefited from the associated growth; however, many of the municipalities and the unincorporated areas of the county have become bedroom communities placing strains on the infrastructure and available community services.

Annexation has been one response to the rapid growth of Rutherford County. As most of the municipalities in the county are at or very near build-out, there are not many undeveloped lots available for new development. This coupled with the desire for subdivisions has increased the amount of development on the fringes of the municipalities and in the unincorporated county. The response by some municipalities, particularly Murfreesboro and Smyrna, to this issue has been to annex the fringe developments and expand their municipal boundaries. This increases the city tax bases, but also increases the burdens on the municipalities to provide services and infrastructure. Current trends indicated new challenges and will continue to be before the local government.

Rutherford County has grown exponentially in the last few decades. This formerly rural, agricultural county is rapidly becoming a populated residential region. The 1990 census showed the county had 42,118 households and a population of 118,570. Between the 1990 and 2000 census Rutherford County's population grew by 53.5% to 182,023 with 66,443 households. The 2008 the census estimated near 102,000 households and a population of approximately 249,000. With the conclusion of the 2010 census the area population stood at 263,708. The 2021 census indicates the population is 347,561 which makes the area one of the fastest growing counties in the state.

The Rutherford County Urban Growth Map (appendix 6), included as part of this plan, illustrates the proposed Urban Growth Boundary (UGB) for each municipality with the remainder of the county being rural.

TECHNOLOGICAL/MAN-MADE HAZARDS Prime Concern

1. Biological

A biological hazard is medical, health, or sanitation threat (such as contamination, epidemics, plagues, insect infestation or foreign animal disease) which pose a threat to the general public, wildlife, or domestic animals. An epidemic or pandemic caused by either natural or man-made circumstances may result in an emergent event which has potential to impact a wide spectrum of the population. These risks may appear at any time or location with little or no warning.

2. Communications Failure

A communications failure is the widespread breakdown or disruption of normal communication capabilities. Major telephone outages, loss of local government radio tower and communications facilities as well as loss of back-up generator capabilities causing long term interruption of electronic broadcast services, emergency 911, and other public safety communications PSAPS as well as other infrastructures vital to the continued safety and welfare of the general public. Natural, man-made, or technological hazards have the capability to disrupt these capabilities.

3. Energy Failure

Energy failure is the extended interruption in the supply of electric, petroleum, or natural gas. Disruption in these critical services can be caused by a number of factors, severe weather is typical in interruption of electric services; and failure of these systems would create a myriad of physical/fiscal problems throughout Rutherford County.

4. Hazardous Materials (HAZMAT)

A hazmat event is the uncontrolled release of chemical or biological substances into the environment, capable of posing risk to the health and safety of the public as well as impacting property and the environment. Hazardous materials incidents occur on a regular basis in Rutherford County and vary by scope and magnitude. There are 120 Tier II reporting facilities in the county who handle, store, work with or manufacture hazmat products.

The county also has thirty plus miles in railroad and interstate with numerous and continuous hazmat transports occurring daily. Release of these materials may be caused by numerous means and they incidents may occur at anytime and anywhere in the county.

5. Terrorism

The Federal Bureau of Investigation defines terrorism as "The unlawful use of force against persons or property to intimidate or coerce a government, the civilian populations, of any segment thereof, in furtherance of political or social objectives." The act of terrorism may occur anywhere and may include chemical, biological, explosive, radiological, or cyber related sources. Terrorism activity can be influenced and driven by international and/or domestic considerations.

6. Transportation

Transportation hazards may involve air or ground modes of transportation. A variety of circumstances can result in this type of incident, i.e., mechanical failure, operator error, terrorism, weather, etc.

MITIGATION STRATEGY

A. Capability Assessment

The capability assessment identifies and evaluates existing systems including laws, standards, programs, and policies that either reduces or increase a jurisdiction's vulnerability to hazards. This capability assessment focused on the evaluation of Rutherford County's existing programs and policies to determine what vehicles are already in place to support mitigation activities. These policies and programs were identified based on a review of existing plans and ordinances for the county and each of the municipalities.

National Flood Insurance Program (NFIP): Rutherford County and all its jurisdictions are participants in the National Flood Insurance Program. This program provides flood insurance to homes and businesses, which are located in floodplains at a reasonable cost; and encourages the location of new development away from the floodplain. The program is based upon mapping areas of flood risk, and requiring local implementation to reduce that risk, primarily through guidance of new development in floodplains.

Congress created the NFIP in 1968 to minimize response and recovery costs and to reduce the loss of life and damage to property caused by flooding. The Federal Emergency Management agency (FEMA) administers the NFIP. The two fundamental objectives of NFIP are to:

1. Ensure that new buildings will be free from flood damage; and
2. Prevent new developments from increasing flood damage to existing properties

The primary benefits of the NFIP are to:

1. Provide flood insurance coverage not generally available in the private market.
2. Stimulate local floodplain management to guide future development.
3. Emphasize less costly nonstructural flood control regulatory measures over structural measures; and
4. Reduce cost to the federal and state governments by shifting the burden from the general taxpayer to floodplain occupants.

Community participation in the NFIP is voluntary. However, those communities that do not participate are restricted by Federal sanctions for funding and support of floodplain development. The most significant of these sanctions is the unavailability of disaster relief funds for personal property repair and replacement under the Individual and Family Grant, Temporary Housing and Small Business Administration low interest loan programs.

The initial Flood Insurance Rate Maps (FIRM) identified by all jurisdictions within Rutherford County occurred between 1983 and 1986. All these jurisdictions have a current effective map dated as October 16, 2008. Below are two charts containing NFIP Policy and Loss Data for Rutherford County

NFIP Policy Data Rutherford County September 2021			
Community Name (Number)	Policies in Place	Total Coverage	Total Written Premium
Rutherford County (470165)	644	\$ 164,734,800	\$ 446,075
Eagleville (470166)	5	\$ 745,500	\$ 4,429
Lavergne (470167)	143	\$ 34,435,500	\$ 134,254
Murfreesboro (470168)	493	\$ 159,274,000	\$ 446,914
Smyrna (470169)	187	\$ 49,348,800	\$ 154,473

NFIP Loss Data for Rutherford County

Rutherford County and its jurisdictions have identified, analyzed, and prioritized four mitigation strategies to continue compliance with the NFIP.

1. Develop a regional GIS project to allow the County to address flood issues effectively.
2. Continue to evaluate improved standards that are proven to reduce flood damage.
3. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
4. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately following heavy rains or flooding event.

See Objective 2.4 in the plan's "Goals, Objectives, Actions" section for other NFIP actions.

Repetitive Loss Properties (NFIP): According to the National Flood Insurance Program, repetitive flood loss is defined as a facility or structure that has experienced two or more insurance claims of at least \$1,000 in any given ten-year period since 1978. The chart below provides a summary of repetitive losses for the county as of January 2022.

Repetitive Loss Properties for Rutherford County 2022						
Jurisdiction	Structure Type	Flood Zone	Number of Losses	Total Building Payment	Total Contents Payment	Total Paid
ROCKVALE	SINGLE FMLY	X	2	26480.36	815.91	27296.27
LASCASSAS	SINGLE FMLY	A05	2	47397.45	7736.35	55133.8
SMYRNA	SINGLE FMLY	B	4	24049.15	8650.59	38632.08
MURFREESBORO	SINGLE FMLY	X	3	63283.79	990.8	86738.94
CHRISTIANA	SINGLE FMLY	X	2	7421.7	1656.38	9078.08
EAGLEVILLE	SINGLE FMLY	X	6	101325.09	27139.55	144242.07
MURFREESBORO	SINGLE FMLY	X	2	12341.37	0	12961.37
MURFREESBORO	SINGLE FMLY	X	2	8061.38	0	8061.38
MURFREESBORO	SINGLE FMLY	X	3	35788.06	0	36472.93
MURFREESBORO	SINGLE FMLY	X	3	26545.05	0	27554.46
MURFREESBORO	SINGLE FMLY	X	2	13471.49	0	13471.49
SMYRNA	SINGLE FMLY	AE	2	10617.79	0	10617.79
SMYRNA	SINGLE FMLY	B	2	12400.6	0	12400.6
MURFREESBORO	SINGLE FMLY	X	2	5672.32	374.29	9453.89
MURFREESBORO	SINGLE FMLY	X	2	34338.66	5246.2	39584.86
SMYRNA	SINGLE FMLY	B	2	22492.91	0	24821.51
MURFREESBORO	SINGLE FMLY	X	2	57377.73	0	57377.73
ROCKVALE	SINGLE FMLY	X	3	100531.58	27114.78	190242.73
ROCKVALE	SINGLE FMLY	X	2	132479.46	3912.37	159123.46
MURFREESBORO	SINGLE FMLY	X	2	4279.59	0	4279.59

Emergency Management Agency: The Rutherford County Emergency Management Agency was created in 1990 for the purpose of developing plans and procedures that would provide the most effective and efficient coordination of resources available in the mitigation of, planning and preparedness for, response to and recovery from emergencies and disasters. The agency is also responsible for helping prepare the citizens of Rutherford County to deal with emergencies and their consequences.

Rutherford County Emergency Operations Plan: This plan establishes the framework for the development of a comprehensive emergency management program within and for Rutherford County and its various political subdivisions. The emergency management program's purpose is to mitigate the potential effects of the various hazards that might impact the county, to prepare for the implementation of measures which will preserve life and minimize damage, to respond effectively to the needs of the citizens and local jurisdictions during emergencies, and to provide a recovery system to return the county and its communities to a normal status as soon as possible after such emergencies. This plan defines the roles and responsibilities associated with the mitigation, preparedness, response, and recovery efforts directed at natural, technological, or man-made events which may impact Rutherford County.

Rutherford County Hazardous Materials Response: The County Fire department as well as municipalities of Murfreesboro, Smyrna, and LaVergne have trained hazardous materials response groups through their jurisdictional fire departments.

These fire departments also respond to incidents such as: Vehicle extrication, confined space, high angle, urban and wilderness SAR, swift water rescue, underwater recovery, and medical first response calls. The hazardous materials response teams work cohesively with other hazmat groups throughout the entire county as well as other county and state resources if required.

Warning Systems: Currently there are only six warning siren systems in service in Rutherford County. This system is primarily designated for warning of the 30,000 students and faculty located on the Middle Tennessee State University (MTSU) campus. The placement of these sirens also provides limited warning capabilities for the central area of the City of Murfreesboro's residents. This system is activated when a Tornado Warning is issued for the area and is tested on a regular basis. MTSU Campus authorities also have a text warning system in place to provide the campus population with emergency information.

Rutherford County has in place has an emergency telephone notification system called Alert Rutherford that is driven by Everbridge. This may be activated by emergency officials at any time. This system is utilized to distribute instructions or information to warn the public of a specific hazards or pending threats which may affect the general population. It has been used successfully on several occasions. Businesses and hardline telephones listed in the phone book will automatically receive public warnings, as well as account holders who have signed up to receive emergency notifications through the system. Rutherford County Emergency Management also maintains a FEMA MOU for the and usage of the Integrated Public Alert Warning System (IPAWS) to inform the public of hazardous situations or emergency information. Citizens may also sign up to receive alert notifications by various other means and applications. The Rutherford County Emergency Management Agency has also implemented the use of several Social Media sites <http://www.rcecd911.org/alertrutherford/> <https://www.facebook.com/search/top?q=rutherford%20county%20ema> to assist emergency managers in timely dissemination of information to the public as well as push notifications from our sites with other governmental partners. It should be noted that the Everbridge system is not activated manually for weather alerts to the public as this is the responsibility of the National Weather Service. However, Everbridge account holders can elect to receive weather related products automatically pushed by NWS over the Everbridge system.

The National Weather Service: The National Weather Service (NWS) provides weather, hydrologic, and climate forecasts and warnings for the protection of life and property and the enhancement of the national economy. NWS data and products form a national information database and infrastructure which can be used by other governmental agencies, the private sector, the public, and the global community.

Geographic Information Systems (GIS): Rutherford County began GIS in 1998, when the county learned it would be one of the first in the state to participate in the Tennessee Base Mapping Program. As a result of the project, Rutherford County has high-quality GIS data and is well ahead of most counties in Tennessee. GIS is computer-based mapping and geographic analysis. The Rutherford County GIS department is responsible for coordinating GIS data sharing among government agencies and creating base map layers for use by these agencies and the public.

American Red Cross: Rutherford County is served by the Heart of Tennessee American Red Cross (ARC), which provides emergency preparedness and disaster awareness programs relating to floods, severe storms, tornadoes, and other disasters that might affect Rutherford County. The ARC supports appropriate legislation; however, it does not take the lead in these matters. (January 5, 1905 Congressional mandate; Public Law 93-288, Disaster Relief Act of 1974; statement of understanding between FEMA and ARC)

NOAA Alert System: NOAA, the voice of the National Weather Service, provides up to date weather information, 24 hours a day, every day of the year. Watches, Warnings, and weather statements from the NWS are given out over the NOAA Alert System. It is also a major component of the Emergency Alert System that speeds critical information through commercial broadcast outlets. This system can also be activated by emergency managers through the NWS to distribute warnings, emergency information and instructions to the public for any type of emergency event.

The Central United States Earthquake Consortium (CUSEC): CUSEC is an organization of 7 states (Tennessee, Arkansas, Illinois, Indiana, Kentucky, Missouri, and Mississippi) dedicated to earthquake awareness, hazard reduction and research. CUSEC's goal is to ensure that planners, developers, building officials, lenders, insurance representatives and other key players understand the potential consequences of earthquakes, and begin to incorporate mitigation into the daily decisions that are made on siting, design, and construction of buildings and lifelines.

Department of Agriculture (USDA):

Forest Service – Their primary responsibility lies in prevention and suppression of wild land fires on all land outside of municipalities.

All activities are aimed at reducing the number of fires and the acres burned through fire prevention, fire suppression, training, and working with rural fire department.

The TDF requires a burning permit be obtained before any open burning is conducted done between October 15 and May 15 every year.

Natural Resources Conservation Service (NRCS) – The NRCS can provide technical assistance in the conservation, development and productive use of soil and water resources. Their activities include:

(1) Watershed Protection and Flood Prevention

The NRCS provides technical and financial assistance to local organizations to plan and install works of improvement for watershed protection, flood prevention, agricultural water management, and other approved purposes. (Watershed Protection and Flood Protection Act, Public Law 83-566)

(2) Floodplain Management Studies

Assistance for cooperative floodplain management studies is provided to local communities or units of government to provide information and large-scale mapping needed in alleviating potential flood dangers. Funding is 80/20. (Public Law 83-566, Section 6)

(3) Emergency Watershed Protection

Emergency watershed protection assistance is provided to reduce hazards to life and property in watersheds damaged by severe natural events. (Section 403-405, Agricultural Credit Act of 1978; Section 216, Flood Control Act of 1950, Public Law 81-576)

(4) Conservation Technical Assistance

In addition to the specific program activities, the NRCS can provide technical assistance to land users in the planning and application of conservation treatments to control erosion and reduce upstream flooding along with other purposes such as sediment reduction. (Public Law 74-46)

Rutherford County Planning Commission: The Rutherford County Planning Commission was established 1962 and consists of a fifteen-member board that is recommended by the County Mayor and appointed by the Rutherford County Commission. The commission promotes orderly growth and development in Rutherford County by maintaining a comprehensive planning program which minimizes land use conflicts, coordinates the provision of public service, and optimizes the quality of life for all county residents.

Rutherford County Zoning Codes: A resolution to regulate in the portions of Rutherford County which lie outside of municipal corporations, the location, height, bulk, number of stories and size of buildings and other structures, the percentage of the lot which may be occupied, the sizes of yards, courts and other open spaces, the density of population, and the use of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, soil and water conservation, public activities and other purposes including areas subject to flooding. The first Zoning Resolution was adopted in 1962.

U.S. Army Corps of Engineers (USACE): The Civil Works Program of the Corps encompasses a broad range of resource development activities for navigation, flood control, major drainage, shore and beach restoration and protection, flood protection, related hydroelectric power development, water supply, water quality control, fish and wildlife conservation and enhancement, outdoor recreation, and development, including consideration of environmental impacts of proposals and alternatives.

Tennessee Department of Economic and Community Development: The Tennessee Floodplain Management Coordinator for the National Flood Insurance Program is housed in the TDECD. The Coordinator assists communities with preparation, adoption and administration of floodplain management ordinances or resolutions and integrates floodplain management into comprehensive community planning documents and processes. (Executive Orders, TCA Title 13)

Tennessee Department of Commerce and Insurance (TDCI), State Fire Marshal's Office: The State Fire Marshal's Office investigates and prosecutes arson; enforces fire and building codes (including seismic codes); regulates users of explosives; regulates LP gas facilities; inspects electrical installations; coordinates Public Fire Education campaigns through the dissemination of educational videos and literature and produces and designs "Duck and Cover" and Fire Safety videos for schools and civic groups.

Tennessee Department of Transportation: Primary mitigation responsibility involves strengthening and hardening of roads and bridges as a result of repair or replacement. TDOT maintains an inventory of barricades and high-water signs for use in the event of roadway flooding; personnel monitor streams as flood warnings dictate. TDOT maintains personnel and equipment to clear roadways in the event of blockage from storms, tornadoes, winter storms, and landslides.

All municipalities have a Board of Mayor and Commissioners who can enact and enforce zoning, zoning restrictions, and amendments and also budget monies for these purposes.

All unincorporated areas are included in a Regional Planning Commission which researches documents and makes recommendations to the County Commission concerning the passage of regulations that would affect hazard mitigation. Each incorporated jurisdiction within the County has its own Mayor and City Commission to do the same.

All municipalities, except Eagleville, which utilizes the County Building Codes Department, have a **Building and Code Enforcement** representative to inspect and enforce regulations. For the protection of the public health, safety, and welfare in the building environment, Rutherford County has adopted minimum requirements of the 2003 International Building Code (IBC). Murfreesboro, Smyrna, LaVergne, and Eagleville all have adopted the same or similar minimum standards.

B. Goals, Objectives, and Strategies

This section provides information on the process used to develop goals and objectives that pertain to the three natural hazards addressed in the mitigation plan. It also describes the framework that focuses the plan on developing successful mitigation strategies. The framework is made up three parts: Mission, Goals, and Objectives.

The mission of the Rutherford County Natural Hazard Mitigation Plan is to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from natural hazards. This can be achieved by increasing public awareness, identifying activities to guide the county and the municipalities towards building safer, more sustainable communities.

The plan goals describe the overall direction that Rutherford County agencies, organizations, and citizens can take to minimize the impacts of natural hazards. The goals are stepping-stones between the broad direction of the mission statement and the specific objectives that are outlined in the action items.

Objectives are developed as a means of realizing the county's hazard mitigation goals. Objectives are more specific and tangible than goals. Rather than being long-term and general, objectives should be achievable in a definite period of time. Under each objective are actions that are specific activities or services that will be performed in order to accomplish or support the objective.

Mitigation Plan Goals, Objectives, and Actions

Public input during development of the mitigation plan assisted in creating the goals. Meetings with the Hazard Mitigation Planning Committee and stakeholder interviews served as methods to obtain input and identify priorities in developing goals for reducing risk and preventing loss from natural hazards in Rutherford County. The goals listed were determined to be those that would have the greatest benefit in hazard reduction to the County. These goals were prioritized based on greatest societal benefit, followed by prioritization of objectives under these goals, followed by prioritization of actions under these objectives. The actions we have identified are prioritized with respect to the frequency of the hazard, societal support for the action, technical feasibility, and with respect to the cost/benefit review process.

All of the actions listed in the plan are on-going (continuous) projects in nature, thus none have been deleted or entirely completed since the original development of the Rutherford County Hazard Mitigation Plan. All actions in the past 5 years have had progress therefore, no actions have been stagnated (deferred).

Goal #1 – Protect public health, safety, and welfare by increasing the public awareness of existing hazards and by fostering both individual and public responsibility in mitigating risks due to those hazards. Existing hazards identified in this plan (flood, tornado, severe storms, severe winter storms) prioritized by benefit, but also by frequency of occurrence in jurisdictions listed herein.

Objective 1.1 – Increase public awareness of natural hazards that can and do affect Rutherford County, especially in the high hazard areas

Action 1.1.1 – Continue to publish articles in the local newspaper to increase public awareness of the risks associated with natural hazards that are prevalent to our County.

Action 1.1.2 – Continue to participate in awareness campaigns such as, Severe Weather Awareness Week

Action 1.1.3 – Encourage businesses and private property owners to adopt appropriate mitigation actions to existing and new construction

Action 1.1.4 – Educate property owners on the affordable, individual mitigation and preparedness measures that can be done to existing and new construction before the next hazard event

Action 1.1.5 – Provide information on tools, partnership opportunities, and funding resources to assist in implementing mitigation activities

Timeframe: On-going

Funding: Emergency Management Agency Budget

Implement and Administer: Hazard Mitigation Committee

New or Existing Buildings/Infra Addressed: Both

Hazard Mitigated: Flooding, Tornado/Severe Storms, Severe Winter Storms

Jurisdictions Benefitted & Represented: All

Goal #2 – Reduce loss of life and property from future flooding events in Rutherford County.

Objective 2.1 – Protect, raise, relocate and/or acquisition structures in the flood hazard areas of the County

Objective 2.2 – Reduce flooding along natural creeks and storm-water drainage systems.

reduce the repeated flooding of the transportation infrastructures in the County, Murfreesboro, Smyrna, LaVergne, and Eagleville caused by old construction practices by utilizing existing public works entities that exist.

Timeframe: continuous based on annual funding

Funding: Various government agencies, Rutherford County Commission, Murfreesboro City commission, Smyrna Town Commission, LaVergne City Commission , and the City of Eagleville budgets.

Implement and Administer: Rutherford County Public Works, Murfreesboro Public Works, Smyrna Public Works, LaVergne Public Works, and the Eagleville Maintenance department.

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: Flooding

Jurisdictions Benefitted & Represented: All

Objective 2.4 – Encourage and increase participation with the National Flood Insurance Program.

Action 2.4.1 – Ensure County and Municipalities understand they must remain in good standing with the NFIP to be eligible for any mitigation funding and for citizens to be able to obtain flood insurance

Timeframe: On-going

Funding: n/a

Implement and Administer: Emergency Management Agency

New or Existing Buildings/Infra Addressed: Both

Hazard Mitigated: All, with focus on Flooding

Jurisdictions Benefitted & Represented: All

Action 2.4.2 – Ensure that citizens are aware that Flood Insurance is available to all residents in Rutherford County through their local insurance company

Timeframe: On-going

Funding: n/a

Implement and Administer: EMA/Local Insurance Companies/ City of Murfreesboro/Town of Smyrna/City of LaVergne/City of Eagleville

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: Flooding

Jurisdictions Benefitted & Represented: All

Goal #3 – Reduce the repeated flooding of the transportation infrastructures in the County.

Objective 3.1 – To address the concerns of our transportation infrastructure there will need to be an assessment of the major/most traveled routes in the County.

Action 3.1.2 – Identify the roads and bridges that need to be initially addressed for improvements or replacements.

Action 3.1.2 – Conduct traffic counts on the major roads and bridges prioritize those routes and bridges according to the Average Daily Traffic (ADT).

Action 3.1.3 – Analyze the watershed and see what types of flows we are getting in the area of the flooding.

Action 3.1.4 – Develop alternative designs for the site, which could simply be raising the existing roadbed elevations or cleaning out the downstream creek.

Action 3.1.5 – Develop alternative designs for bridge sites, which could be cleaning out the downstream creek, improving or replacing a structure

Action 3.1.6 – On structures in flood prone areas, determine horizontal location of the structure and the vertical elevation.

Action 3.1.7 – Once the potential structures are identified, a hydrological study will be conducted on the tributary that the structure crosses.

Timeframe: On-going

Funding: HMGP/TDOT/Rutherford County Commission

Implement and Administer: Rutherford County Public Works

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: Flooding

Jurisdictions Benefitted & Represented: All

Goal #4 - Continue to improve the County's capability to identify areas needing future mitigation

Timeframe: On-going

Funding: General Fund

Implement and Administer: County GIS and Engineering

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: All

Jurisdictions Benefitted & Represented: All

Goal #5 – Minimize losses to existing and future structures within hazard areas.

Objective 5.1 – Continue to enforce the International Building Codes.

Action 5.1.1 – Require that new structures or structures undergoing significant renovation meet code requirements.

Action 5.1.2 – Require ground anchors to be installed at each mobile home space in mobile home parks to permit tie-downs of mobile homes.

Timeframe: On-going

Funding: General Fund of County/Municipalities

Implement and Administer: County/Municipalities Codes Enforcement and Building Inspecting Departments

New or Existing Buildings/Infra Addressed: New

Hazard Mitigated: All

Jurisdictions Benefitted & Represented: All

Objective 5.2 – Reduce the impact on built structures from trees during a natural hazard event.

Action 5.2.1 – Monitor trees and branches in public areas that are at risk of breaking or falling in wind, ice, and snowstorms. Prune or thin trees or branches when they pose an immediate threat to property, utility lines or other significant structures or critical facilities in the County and Municipalities

Timeframe: On-going

Funding: General Fund of County/Municipalities

Implement and Administer: Rutherford County Public Works/ Public Works Departments of each Municipality

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: All

Jurisdictions Benefitted & Represented: All

Goal #6 – To reduce loss of life and property from future tornado events in Rutherford County.

Objective 6.1 – Protect the citizens from tornados by disseminating appropriate warnings to the public in a timely manner.

Action 6.1.1 – Encourage each municipality to provide funding for the purchase of or upgrade of a warning system for their citizens.

Timeframe: On-going

Funding: General Fund of Municipalities/Community Development Block Grant

Implement and Administer: EMA/Municipalities

New or Existing Buildings/Infra Addressed: Existing

Hazard Mitigated: Tornado/Severe Storms

Jurisdictions Benefitted & Represented: All

Timeframe: On-going

Funding: Individuals/General Fund of the County and Municipalities/Community Development Block Grant

Implement and Administer: EMA/Municipalities

New or Existing Buildings/Infra Addressed: n/a

Hazard Mitigated: All

Jurisdictions Benefitted & Represented: All

Action 6.1.3 – Support the Emergency Alert System as necessary.

Timeframe: On-going

Funding: EMA

Implement and Administer: EMA

New or Existing Buildings/Infra Addressed: n/a

Hazard Mitigated: All

Jurisdictions Benefitted & Represented: All

Objective 6.2 – Encourage citizens to protect themselves, their families, and neighbors from the damaging winds of a tornado.

Action 6.2.1 – Encourage the development of local Safe Room construction programs

Action 6.2.2 – Identify guidelines and plans as necessary to assist citizens in creating safe areas in residents

Action 6.2.3 – In accordance with the International Building Codes, continue to enforce the resolution that ground anchors shall be installed at each mobile home space to permit tie-downs of mobile homes.

Action 6.2.4 – Recommend to the Planning Commission an amendment to the Rutherford County Zoning Resolution that would require new mobile home parks to provide in ground storm shelters at thirty-six (36) square feet per mobile home space and encourage the construction of in ground storm shelters at existing mobile home parks

Timeframe: On-going

Funding: EMA/General Fund of the County and Municipalities

Implement and Administer: Hazard Mitigation Committee/County and Municipalities Code and Building Enforcement Offices.

New or Existing Buildings/Infra Addressed: Both

Hazard Mitigated: Tornado/Severe Storms

Jurisdictions Benefitted & Represented: All

Timeframe: On-going

Funding: Rutherford County School Board Budget/City Schools Budget

Implement and Administer: County and Municipalities Code and Building Enforcement Offices.

New or Existing Buildings/Infra Addressed: New

Hazard Mitigated: Tornado/Severe Storms

Jurisdictions Benefitted & Represented: All

C. Implementation of Mitigation Measures

1. Process

The Rutherford County Hazard Mitigation Plan will be implemented through the delegation of assignments by the County Mayor and the Mayor of each Municipality, and as specified within this plan. In this section our goals, objectives and actions are listed and assigned specific implementation measures which include the assignment of responsibilities to County/City departments and/or specific County/City staff, along with the establishment of a target completion date for each proposed mitigation action. When applicable, potential funding sources are also listed.

Mitigation activities are prioritized due to severity and/or frequency of occurrence of the hazard.

Determining which projects should be submitted for funding will be based on a FEMA approved cost/benefit method. In addition to a positive cost/benefit ratio projects will be prioritized and selected for implementation based on community goals, planning objectives, funding availability, environmental concerns, and public support.

2. Funding Sources

Although all mitigation techniques will likely save money by avoiding losses, many projects are costly to implement. Rutherford County will continue to seek outside funding assistance for mitigation projects in both the pre- and post-disaster environment. This portion of the Plan identifies some grant programs for Rutherford County to consider, and also briefly discusses local and non-governmental funding sources.

Title:	Pre-Disaster Mitigation Program
Agency:	Federal Emergency Management Agency

Through the Disaster Mitigation Act of 2000, Congress approved the creation of a national program to provide a funding mechanism that is not dependent on a Presidential disaster declaration. The Pre-Disaster Mitigation (PMD) Program provides funding to states and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property.

The funding is based upon a 75 percent Federal share, 25 percent non-Federal share. The non-Federal match can be fully in-kind or cash, or a combination. Special accommodations will be made for “small and impoverished communities”, who will be eligible for 90 percent Federal share, 10 percent non-Federal.

FEMA provides PDM grants to states that, in turn, can provide sub-grants to local governments for accomplishing the following eligible mitigation activities:

State and local hazard mitigation planning
 Technical assistance [e.g., risk assessments, project development]
 Mitigation Projects
 Acquisition or relocation of vulnerable properties
 Hazard retrofits
 Minor structural hazard control or protection projects
 Community outreach and education [up to 10% of State allocation]

Title: Flood Mitigation Assistance Program Agency: Federal Emergency Management Agency

FEMA’s Flood Mitigation Assistance (FMA) program provides funding to assist states and communities in implementing measures to reduce or eliminate the long- term risk of flood damage to buildings, manufactured home, and other structures insurable under the National Flood Insurance Program (NFIP). FMA was created as part of the National Flood Insurance

Reform Act of 1994 (42 U.S.C. 4101) with the goal of reducing or eliminating claims under the NFIP.

FMA is a pre-disaster grant program and is made available to states on an annual basis. This funding is available for mitigation planning and implementation of mitigation measures only, and is based upon 75 percent Federal share, 25 percent non-Federal share.

States administer the FMA program and are responsible for selecting projects for funding from the applications to FEMA for an eligibility determination. Although individuals cannot apply directly for FMA funds, their local government may submit an application on their behalf.

Title: Hazard Mitigation Grant Program Agency: Federal Emergency Management Agency

The Hazard Mitigation Grant Program (HMGP) was created in November 1988 through Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The HMPG assists states and local communities in implementing long-term mitigation measures following a Presidential disaster declaration.

To meet these objectives, FEMA can fund up to 75 percent of the eligible costs of each project. The state or local cost-share match does not need to be cash; in kind services or materials may also be used.

With the passage the Hazard Mitigation and Relocation Assistance Act of 1993, federal funding under HMGP is now based on 15 percent of the federal funds spent on the Public and Individual Assistance programs (minus administrative expenses) for each disaster.

The HMPG can be used to fund projects to protect either public or private property, so long as the projects in question fit within the state and local government’s overall mitigation strategy for the disaster area and comply with program guidelines. Examples of projects that may be funded include the acquisition or relocation of structures from hazard-prone areas, the retrofitting of existing structures to protect them from future damages; and the development of state or local standards designed to protect buildings from future damages.

Eligibility for funding under the HMGP is limited to state and local governments, certain private nonprofit organizations or institutions that serve a public function, Indian tribes, and authorized tribal organizations. These organizations must apply for HMGP project funding on behalf of their citizens. In turn, applicants must work through their state since the state is responsible for setting priorities for funding and administering the program.

Title:	Public Assistance (Infrastructure) Program, Section 40
Agency:	Federal Emergency Management Agency

FEMA’s Public Assistance Program, through Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance act, provides funding to local governments following a Presidential disaster declaration for mitigation measures in conjunction with the repair of damaged public facilities and infrastructure.

The mitigation measures must be related to eligible disaster-related damages and must directly reduce the potential of future, similar disaster damages to the eligible facility. These opportunities usually present themselves during the repair/replacement efforts.

Proposed projects must be approved by FEMA prior to funding. They will be evaluated for cost effectiveness, technical feasibility, and compliance with statutory, regulatory, and executive order requirements. In addition, the evaluation must ensure that the mitigation measures do not negatively impact a facility’s operations or risk from another hazard.

Public facilities are operated by state and local governments, Indian tribes or authorized tribal organizations and include:

- Roads, bridges, and culverts
- Draining and irrigation channels
- Schools, city halls, and other buildings
- Water, power, and sanitary systems
- Airports and parks

Private nonprofit organizations are groups that own or operate facilities that provide services otherwise performed by a government agency and include, but are not limited to the following:

- Universities and other schools
- Hospitals and clinics
- Volunteer fire and ambulance
- Power cooperatives and other utilities
- Custodial care and retirement facilities
- Museums and community centers

Title:	Unmet Needs Program
Agency:	Federal Emergency Management Agency

Unmet Needs is a Federal grant program provided by the Emergency Supplemental Appropriations Act. Funded periodically by an allocation from Congress, Unmet Needs is provided through the Federal Emergency Management Agency (FEMA), yet is managed at the State level. The program provides flexible grants to help cities, counties, and States recover from specific Presidential disasters declared under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

Un-met Needs funds are intended to fund cost-effective measures under the categories of mitigation, buyout assistance, disaster relief, and long-term recovery directly related to specific disasters where the needs are unable to be met through other federal grants programs. The number of needs remaining after a specific year's disasters determine Unmet Needs funding.

Title:	Small Business Administration Disaster Assistance Program
Agency:	U.S. Small Business Administration

This program provides loans to businesses affected by Presidentially declared disasters. The program provides direct loans to businesses to repair or replace uninsured disaster damages to property owned by the business, including real estate, machinery and equipment, inventory, and supplies.

Businesses of any size are eligible. Nonprofit organizations are also eligible. SBA loans can be utilized by their recipients to incorporate mitigation techniques into the repair and restoration of their business.

The Small Business Administration administers the Disaster Assistance Program.

Title:	Community Development Block Grants
Agency:	U.S. Department of Housing and Urban Development

The Community Development Block Grant (CDBG) program provides grants to local governments for community and economic development projects that primarily benefit low- and moderate-income people. The CDBG program also provides grants to entitlement communities (metropolitan cities and urban counties) for post-disaster hazard mitigation and recovery following a Presidential disaster declaration. Funds can be used for activities such as acquisition, rehabilitation or reconstruction of damaged properties and facilities and redevelopment of disaster-affected areas. Funds may also be used for emergency response activities, such as debris clearance and demolition and extraordinary increases in the level of necessary public services.

The U.S. Department of Housing and Urban Development (HUD) provides funds for the CDBG program and the Division of Community Assistance administers the program in each state.

LOCAL GOVERNMENT

Local governments depend upon local property taxes as their primary source of revenue. These taxes are typically used to finance services that must be available and delivered on a routine and regular basis to the general public. If local budgets allow, these funds are used to match Federal or State grant programs when required for large-scale projects.

NON-GOVERNMENTAL

Another potential source of revenue for implementing local mitigation projects are monetary contributions from non-governmental organizations, such as private sector companies, churches, charities, community relief funds, the Red Cross, hospitals, and other non-profit organizations.

MAINTENANCE PROCESS

A. Monitor, Evaluate, and Update

The Hazard Mitigation Committee will meet annually to monitor, evaluate and/or amend the plan. At this meeting the Committee will consider the following points.

- Review and evaluate the goals and objectives
- Determine if the nature or magnitude of risk has changed
- Evaluate whether the current resources are adequate for implementing the plan
- Review completed mitigation work
- Look for available funding sources for future projects
- Request and document public participation in the plan review

In addition, the plan will be updated as appropriate when a disaster occurs that significantly affects Rutherford County or one of its municipalities whether or not it receives a Presidential Declaration. A special meeting should be held within a month following each disaster event to determine if any changes are needed in the plan.

The plan should be updated every five years after the adoption date. In the event of any substantial changes in land use planning or regulations that would impact the recommended mitigation projects, more frequent updates should be considered. The Hazard Mitigation Committee in partnership with the local planning departments and emergency management will be responsible for overseeing the update of the hazard mitigation plan. The update process will be similar to the one used to develop the original plan and will incorporate opportunities for public involvement. The update process will begin approximately a year before the plan's expiration date.

B. Public Participation

Meetings will be advertised to encourage public attendance and input. Any actions taken at this meeting will be submitted in writing to all interested parties, including, but not limited to, the County Mayor, Municipality Mayors/Managers, the TEMA regional office and active members of the committee.

Subsequent evaluations and updating of the plan within the five-year cycle will involve public ads in the local newspaper. Copies of the plan will be made available at the Rutherford County Courthouse, Murfreesboro City Hall, Smyrna Town Hall, LaVergne City Hall, and Eagleville City Hall.

C. Incorporation

Rutherford County, Murfreesboro, Smyrna, and LaVergne currently utilize comprehensive land use planning and building codes to provide guidance for development in the County and Municipalities. After the official adoption of the Hazard Mitigation Plan, these existing mechanisms will have hazard mitigation strategies integrated into them.

Specifically, three of the goals in the Hazard Mitigation Plan direct the County and its Municipalities to reduce loss of life and property from natural hazard events. The County Planning Department, Murfreesboro City commission, Town of Smyrna Planning Commission, Eagleville City Commission, and the LaVergne City Commission will conduct periodic reviews of the respective comprehensive plans and land use policies, analyze any plan amendments, and provide technical assistance to the municipalities in implementing these requirements.

The Building and Codes Enforcement office for Rutherford County, Murfreesboro, Smyrna, LaVergne, and Eagleville have adopted the 2018 version of the International Building Code series and are responsible for administering those building codes in their respective jurisdictions. Eagleville utilizes the County Codes office for their regulations and enforcement. After the County and each municipality adopts the Hazard Mitigation Plan, they will work with the State Building Code Enforcement office to make sure they have adopted, and are enforcing, the minimum standards established by the State. This is to ensure that life/safety criteria for these and other hazards are met for new construction within the County.

The capital improvement planning that occurs in the future will also contribute to the goals in the Hazard Mitigation Plan. The Planning Commission for all the jurisdictions involved will work with capital improvement planners to secure high-hazard areas for low risk uses.

As of the 2021 update, the local governments have incorporated mitigation aspects into the Rutherford County, Murfreesboro, Smyrna, and La Verge comprehensive land use plans and building codes. This has largely been done through placing floodplain management and flood mitigation approaches into these plans and codes.

PLAN ADOPTIONS PENDING STATE AND FEDERAL APPROVAL

All municipalities and Rutherford County proper are participating in this plan. Once the Rutherford County Hazard Mitigation committee has met and approved the current version of the plan it will be submitted to

The Tennessee Emergency Management Agency (TEMA) in accordance with Section 322 of the Stafford Act and 44 Code of Federal Regulations Section 206. The plan will then be submitted to FEMA for final approval. Once the County Emergency Management Agency has received written confirmation of official approval the revised plan will be submitted for local adoption by Rutherford County, City of Murfreesboro, Town of Smyrna, City of LaVergne, and the City of Eagleville. The adoptions of the revised plan will be signed by each Mayor and inserted into the contents of the Plan in **Appendix 7**. Until that time the adoptions of the previous plan will remain in this document pending replacement of the current adoptions.

VII Pending/Current Mitigation Projects

See Below



Fire Station #25 Generator Project



Tennessee Emergency Management Agency
Hazard Mitigation Application

GENERATOR GRANT

THIS SECTION FOR STATE USE ONLY
DISASTER OR PROGRAM FISCAL YEAR

Tennessee Identification Number: _____	Tennessee Point of Contact: _____
Date SHMO Received Application: _____	State Hazard Mitigation Officer
Date Council Reviewed/Approved: _____	Tennessee Emergency Management Agency
	3041 Sideo Drive
	Nashville, Tennessee 37204
5% Initiative: _____	Office: (615) 741-1345
	Fax: (615) 242-4770
FEMA Application Submittal Date: _____	

NOTE: Application must be submitted in duplicate and all maps and photos must be in color.

I. Project Overview

01. Applicant/Sub-Recipient Legal Name: Rutherford County Government
Sub-Category/Public Entity Organizational Unit: Rutherford County Fire Rescue
02. Applicant Type: Local Government
03. Project Name/Title: Generators for Fire Station 52
04. Is this a new or revised application? New Application
If revised, select appropriate item: ...
05. Program to which you are applying: Hazard Mitigation Grant Program (HMGP)
#4427
06. Will this be new construction or part of an ongoing project? N/A
07. Is this a Phased project? No
08. Proposed Project Total Cost: \$ 28,300.00
Federal Share (75%): \$ 21,225.00
Non-Federal Match (25%): \$ 7,075.00
09. Enter the Total Benefits, Total Cost, and Benefit Cost Ratio (BCR) determined prior to application. Export the Benefit Cost file and provide in electronic format, along with all supporting documentation used to develop the ratio. If Benefit Cost Analysis was waived, place an "N/A" in the blanks, and provide explanation below for the exemption.

Total Benefits: \$ 0.00 Total Cost: \$ 0.00 BCR: _____

10. Certifications:

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant has duly authorized the document, commits to the non-Federal share identified in the Scope of Work/Budget, and hereby applies for the assistance documented in this application. Also, the applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

<u>Bill Ketron</u> <small>Typed Name of Authorized Representative/Applicant Agent</small>	<u>County Mayor</u> <small>Title</small>	<u>(615) 898-7745</u> <small>Telephone Number</small>
 <small>Signature of Authorized Representative/Applicant Agent</small>		<u>3/16/2020</u> <small>Date Signed</small>



Patrick C. Sheehan
Director

MG Jeffery H. Holmes
The Adjutant General
Military Department

March 03, 2020

Mayor Bill Ketron
County Mayor
Rutherford County
County Courthouse, One Public Square
Murfreesboro, Tennessee 37130

Mayor Ketron,

On behalf of the Governor of Tennessee, it gives me great pleasure to confirm the announcement that the Federal Emergency Management Agency (FEMA) has approved the backup generator project for Rutherford County under the Hazard Mitigation Grant Program (HMGP). The project has been approved for a total net eligible project cost of \$28,300.00 of which 75 percent will be federal funds (\$21,225.00) and the State share will be (\$3,538.00) and the local share will be (\$3,537.00).

We will provide shortly the Tennessee Emergency Management Agency's HMGP approval package, which contains the Project Handbook, customized pay request and quarterly report, along with documents showing the approved scope of work. This package should address commonly asked questions and procedures for managing and closing the project.

If you have any questions, please do not hesitate to contact Mr. Doug Worden, State Hazard Mitigation Manager, at (615) 741-1345.

Sincerely,

Chris W. Johnson
Assistant Director of Mitigation and Recovery

CWJ/dew



U.S. Department of Homeland Security
Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

January 6, 2021

Mr. Patrick C. Sheehan, Director
Tennessee Emergency Management Agency
Military Department
3041 Sidco Drive
Nashville, Tennessee 37204-1502

Attention: Mr. Douglas Worden, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project 4427-0002

Rutherford County - Backup Generator Project

Dear Mr. Sheehan:

We are pleased to inform you that the subject project has been approved for \$28,300 with a Federal share of \$21,225.00 (75%) and a Non-Federal share of \$7,075.00 (25%). The following is the approved Scope of Work (SOW) for the above-referenced project:

The purpose is to install a fixed 30KW generator with a Surge protector. The surge protector will protect the automatic transfer switch and generator from power surges and lightning. There will be a generator pad (5.5ft x 3ft x 4in) placed (not poured onsite) beside the station (see attached map). The generator will be located inside a fenced-in area and attached via bollards. The generator recommended is natural gas and covers 1000 square feet. to be located:

*Rutherford County Fire Station#52
Latitude: 35.94130; Longitude: -86.361161.*

FEMA will not establish activity completion timeframes for individual sub-grants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP. The HMGP application period for DR-4427 closed on April 17, 2020. The period of performance (POP) of the grant award will be 36 months from the close of the application period for DR-4427, April 11, 2023. Any extensions of the grant POP must be submitted to FEMA 60 days before the expiration date. Unless FEMA authorizes an extension, the recipient must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award by July 10, 2023.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Please refer the sub-grantee to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount initially funded and additional federal funds are needed, the sub-grantee must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns

12/9/2020

5:50 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY

HMGP-OB-01

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4427	2 -F	0	2	1	0	TN	Statewide

Subrecipient: Rutherford (County)

Project Title : Rutherford Co Fire Station #52 Back Up Generator

Subrecipient FIPS Code: 149-99149

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$21,225.00	\$21,225.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$21,225.00	\$0.00	\$21,225.00	12/09/2020	Accept	2021

Comments

Date: 12/09/2020 User Id: HCLARKJR

Comment: 4427-0002Rutherford Co Fire Station #52 Backup Generator, federal share \$21,225.00. FY 19 funds, these projects are on the Dec SP. POP 4/17/2023.

Date: 12/09/2020 User Id: DBURKETT

Comment: 4427-0002-F-DR-TN-HM Rutherford (County) Grant POP 4/17/2023 Application 2 Rutherford Co Fire Station #52 Back Up Generator Allocation 1 included in the December Spend Plan Federal share \$21,225.00 Supplement 0 approved HMO

Authorization

Preparer Name: HARLIE CLARK JR

Preparation Date: 12/09/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 12/09/2020

Riverine Project



Tennessee Emergency Management Agency Hazard Mitigation Application

Acquisition Demolition

THIS SECTION FOR STATE USE ONLY

DISASTER: _____

Tennessee Identification Number: _____

Date SHMO Received Application: _____

Date Council Reviewed/Approved: _____

FEMA Application Submittal Date: _____

Tennessee Point of Contact:

State Hazard Mitigation Officer

Tennessee Emergency Management Agency

3041 Sidco Drive

Nashville, Tennessee 37204

Office: 615.741.1345

Fax: 615.242.4770

NOTE: Application must be submitted in duplicate and all maps and photos must be in color.

I. PROJECT OVERVIEW

1. Applicant/Sub-Recipient Legal Name: Rutherford County Government
Sub-Category/Public Entity Organizational Unit: Rutherford County Planning & Engineering
2. Applicant Type: Local Government
3. Project Name/Title: HMGP #4427 Riverine Property Acquisitions
4. Is this a new or revised application? New Application
If revised, check appropriate box: ...
5. Program to which you are applying: Hazard Mitigation Grant Program (HMGP)
#4427
6. Will this be new construction or part of an ongoing project? N/A
7. Is this a Phased project? No
8. Proposed Project Total Cost: \$ 1,186,118.49
Federal Share (75%): \$ 889,588.87
Non-Federal Match (25%): \$ 296,529.62
9. Enter the Total Benefits, Total Cost, and Benefit Cost Ratio (BCR) determined prior to application. Export the Benefit Cost file and provide in electronic format, along with all supporting documentation used to develop the ratio. If Benefit Cost Analysis was waived, place an "N/A" in the blanks, and provide explanation below for the exemption.
Total Benefits: \$ 1,743,786.00 Total Cost: \$ 1,200,388.00 BCR: 1.45

10. Certifications:

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant has duly authorized the document, commits to the non-Federal share identified in the Scope of Work/Budget, and hereby applies for the assistance documented in this application. Also, the applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Bill Ketron

Typed Name of Authorized Representative/Applicant Agent

County Mayor

Title

615-898-7745

Telephone Number

Signature of Authorized Representative/Applicant Agent

Date Signed

The properties at (Property ID #5) 11098 Rockvale Road and (Property ID #6) 11046 Rockvale Road in Rockvale, TN 37153, are next door to each other. Both homes are subject to recurring riverine flooding in a FEMA unshaded "Area of Minimal Flood Hazard - Zone X," as shown on Panel Number 47149C0360H, dated 01/05/2007. Both properties are adjacent to the confluence of Concord Creek and a large unnamed tributary stream. Where the two streams merge, there is a very substantial drainage basin of 4.8-square miles.

FEMA terminated their flood study at Cross-Section "N" approximately 0.8-miles downstream. At that point, Concord Creek has an even larger drainage basin of more than 6.2-square miles.

If FEMA continued their flood study along Concord Creek and identified this property as a "special flood hazard area subject to inundation by the 1% annual chance flood," the homes and their accessory structures would not have been constructed.

The house at 11098 Rockvale Road had damage records and insurance claims from July 2019 and February 2020 with \$182,453.93 in needed repairs). This number does not include the loss of income due to the time missed from work. The homeowners purchased the property in June 2019 and have already had two major flooding incidents; this alone proves the flooding going to be a recurring and ongoing problem.

The owners of the property located at 11046 Rockvale Road purchased their home in July of 2019. The property flooded a week after they closed on the property and moved their belongings to Tennessee. Like their neighbor's home, their home flooded in July 2019 and February 2020. They have damages estimated to be over \$128,080.04 for needed repairs.

Rutherford County Engineering and Public Works Departments have studied these properties extensively and determined the only successful solution is to demolish both structures.

Sinkhole Project


**Tennessee Emergency Management Agency
Hazard Mitigation Application**
Acquisition Demolition
THIS SECTION FOR STATE USE ONLY

DISASTER: _____

Tennessee Identification Number: _____

Tennessee Point of Contact: _____

Date SHMO Received Application: _____

State Hazard Mitigation Officer

Tennessee Emergency Management Agency

3041 Sidco Drive

Date Council Reviewed/Approved: _____

Nashville, Tennessee 37204

Office: 615.741.1345

FEMA Application Submittal Date: _____

Fax: 615.242.4770

NOTE: Application must be submitted in duplicate and all maps and photos must be in color.
I. PROJECT OVERVIEW

1. Applicant/Sub-Recipient Legal Name: Rutherford County Government
 Sub-Category/Public Entity Organizational Unit: Rutherford County Planning & Engineering
2. Applicant Type: Local Government
3. Project Name/Title: HMGP #4427 Property Acquisitions
4. Is this a new or revised application? New Application
 If revised, check appropriate box ...
5. Program to which you are applying: Hazard Mitigation Grant Program (HMGP)
#4427
6. Will this be new construction or part of an ongoing project? N/A
7. Is this a Phased project? No
8. Proposed Project Total Cost: \$ 1,138,910.01
 Federal Share (75%): \$ 854,182.51
 Non-Federal Match (25%): \$ 284,727.50
9. Enter the Total Benefits, Total Cost, and Benefit Cost Ratio (BCR) determined prior to application. Export the Benefit Cost file and provide in electronic format, along with all supporting documentation used to develop the ratio. If Benefit Cost Analysis was waived, place an "N/A" in the blanks, and provide explanation below for the exemption.
 Total Benefits: \$ 0.00 Total Cost: \$ 0.00 BCR: _____
 See each BCA attached

10. Certifications:

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant has duly authorized the document, commits to the non-Federal share identified in the Scope of Work/Budget, and hereby applies for the assistance documented in this application. Also, the applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Bill Ketron

Typed Name of Authorized Representative/Applicant Agent

County Mayor

Title

615-898-7745

Telephone Number

Signature of Authorized Representative/Applicant Agent

Date Signed



U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

June 22, 2021

Mr. Patrick C. Sheehan, Director
Tennessee Emergency Management Agency
Military Department
3041 Sidco Drive
Nashville, Tennessee 37204-1502

Attention: Mr. Douglas Worden, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project 4427-0012-R
Rutherford County Acquisition and Demolition.

Dear Mr. Sheehan:

I am pleased to inform you that the project referenced above is approved for \$1,138,910.00 with a Federal share of \$854,184.50 (75%). Tennessee Emergency Management Agency and Rutherford County will pay the non-federal share of \$ 284,727.50 (25%).

The following is the updated Statement of Work (SOW) for the above-referenced project:

Rutherford County will acquire and demolish four (4) residential structures from the SFHA, creating open space. The structures will be demolished, including the complete removal of the existing foundations.

Property Site Locations:

Address	City	State	Zip	Latitude	Longitude
321 Shadow brook drive	Smyrna	TN	37167	35.91877	-86.52327
5840 Washington Blvd	Murfreesboro	TN	37129	35.92304	-86.47689
5943 Adams Drive	Murfreesboro	TN	37129	35.92547	-86.47749
650 Baker Road	Smyrna	TN	37167	35.93553	-86.50373

FEMA will not establish activity completion timeframes for individual sub-grants. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant period of performance (POP). The HMGP application period for DR-4427 closed on April 17, 2020. The POP of the grant award will be 36 months from the close of the application period for DR-4427, on April 17, 2023. All closeout documentation shall be submitted no later than 90 days after the end of the POP on July 16, 2023. Extensions of the grant POP must be submitted to FEMA 60 days before the expiration date.

The following project conditions must be met:

- The National Environmental Policy Act (NEPA) stipulates that additions or amendments to an HMGP sub-recipient SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

Volunteer Fire Generator Project



**Tennessee Emergency Management Agency
Hazard Mitigation Application**

GENERATOR GRANT

THIS SECTION FOR STATE USE ONLY
DISASTER OR PROGRAM FISCAL YEAR _____

Tennessee Identification Number: _____	Tennessee Point of Contact: _____
Date SHMO Received Application: _____	State Hazard Mitigation Officer
Date Council Reviewed/Approved: _____	Tennessee Emergency Management Agency
5% Initiative: _____	3041 Sidco Drive
	Nashville, Tennessee 37204
	Office: (615) 741-1345
FEMA Application Submittal Date: _____	Fax: (615) 242-4770

NOTE: Application must be submitted in duplicate and all maps and photos must be in color.

I. Project Overview

01. Applicant/Sub-Recipient Legal Name: Rutherford County Government

Sub-Category/Public Entity Organizational Unit: Rutherford County Fire Rescue

02. Applicant Type: Local Government

03. Project Name/Title: Generators for Christiana Volunteer Fire and Kittrell Volunteer Fire

04. Is this a new or revised application? New Application

If revised, select appropriate item: ---

05. Program to which you are applying: Hazard Mitigation Grant Program (HMGP)

#4471

06. Will this be new construction or part of an ongoing project? N/A

07. Is this a Phased project? No

08. Proposed Project Total Cost: \$ 39,800.00

Federal Share (75%): \$ 29,850.00

Non-Federal Match (25%): \$ 9,950.00

09. Enter the Total Benefits, Total Cost, and Benefit Cost Ratio (BCR) determined prior to application. Export the Benefit Cost file and provide in electronic format, along with all supporting documentation used to develop the ratio. If Benefit Cost Analysis was waived, place an "N/A" in the blanks, and provide explanation below for the exemption

Total Benefits: \$ 0.00 Total Cost: \$ 0.00 BCR: ---

10. Certifications:

The undersigned assumes fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant has duly authorized the document, commits to the non-Federal share identified in the Scope of Work/Budget, and hereby applies for the assistance documented in this application. Also, the applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Bill Ketron

Print Name of Authorized Representative/Contact Person

County Mayor

Title

(615) 893-7745

Telephone Number

VIII. APPENDICES

1. [Plan Participation](#)
2. [Public Involvement](#)
3. [Flood Zone Maps](#)
4. [Storm Events](#)
5. [Critical Infrastructure](#)
6. [Other Maps](#)
7. [Resolutions](#)

APPENDIX 1

Plan Participation

Original Adoptions of the Plan

RESOLUTION TO ADOPT THE

RUTHERFORD COUNTY HAZARD MITIGATION PLAN

WHEREAS, Rutherford County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, Rutherford County prepared the Hazard Mitigation Plan and incorporated comments of the other local units of government within the County to prepare the Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Rutherford County Board of Commissioners that Rutherford County hereby adopts the Rutherford County Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED that the Rutherford County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Hazard Mitigation Plan to the Federal Emergency Management Agency officials for final review and approval.

RESOLVED this 14th day of April, 2005.

RUTHERFORD COUNTY, TENNESSEE

ATTEST:


GEORGIA LYNCH, County Clerk

BY: 
NANCY R. ALLEN, Chairman



State of Tennessee, County of Rutherford
The undersigned County Clerk of said County and State, hereby certifies that the foregoing is a true and correct copy of the original document filed in the Office of the County Clerk.

This 15 day of April 2005

Georgia Lynch, Rutherford County Clerk

BY: 
Deputy Clerk

NANCY R. ALLEN
COUNTY MAYOR



RUTHERFORD COUNTY
TENNESSEE

Complete the following information and return to the County Engineer by March 11, 2005.

CITY OF MURFREESBORO

☒ Yes, include the City of Murfreesboro in the Rutherford County Hazard Mitigation Plan.

☐ No, do not include the City of Murfreesboro in the Rutherford County Hazard Mitigation Plan.

Tommy Bragg, Mayor
Tommy Bragg
Mayor, City of Murfreesboro

If the City of Murfreesboro is going to participate in the Rutherford County Hazard Mitigation Plan, please give the names(s) of your representative.

David Hudgens, Captain
Name

Murfreesboro Police Dept.

302 S. Church St.
Address

615-849-2670
Phone

dhudgens@ci.murfreesboro.tn.us

Alan Swader, Asst. Chief
Name

Murfreesboro Fire Dept.

220 NW Broad St.
Address

615-893-1722
Phone

aswader@ci.murfreesboro.tn.us

Mail to: Rutherford County Engineer
1 South Public Square, Suite 200
Murfreesboro, TN Murfreesboro, TN 37130



NANCY R. ALLEN
COUNTY MAYOR



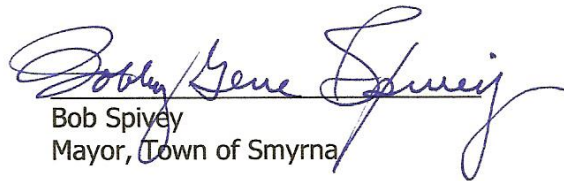
RUTHERFORD COUNTY
TENNESSEE

Complete the following information and return to the County Engineer by March 11, 2005.

TOWN OF SMYRNA

☒ Yes, include the Town of Smyrna in the Rutherford County Hazard Mitigation Plan.


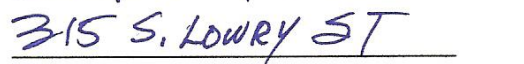
☐ No, do not include the Town of Smyrna in the Rutherford County Hazard Mitigation Plan.


Bob Spivey
Mayor, Town of Smyrna

If the Town of Smyrna is going to participate in the Rutherford County Hazard Mitigation Plan, please give the names(s) of your representative.


Name

Name



Address

Address

Phone

Phone

Mail to: Rutherford County Engineer
1 South Public Square, Suite 200
Murfreesboro, TN 37130



NANCY R. ALLEN
COUNTY MAYOR



RUTHERFORD COUNTY
TENNESSEE

Complete the following information and return to the County Engineer by March 11, 2005.

CITY OF LAVERGNE



Yes, include the City of LaVergne in the Rutherford County Hazard Mitigation Plan.

____ No, do not include the City of LaVergne in the Rutherford County Hazard Mitigation Plan.

Sherry Green
Sherry Green
Mayor, City of LaVergne

If the City of LaVergne is going to participate in the Rutherford County Hazard Mitigation Plan, please give the names(s) of your representative.

Senna Masley
Name

149 Greenwood DRIVE
LAVERGNE, TENN 37086
Address

793-2469
Phone

RICHARD McCORMICK / Robert Kibbrough
Name

396 FOREST RIDGE DR. / 503 DAVID SWAN
LaVergne, 37086 / LAVERGNE, TENN
Address 37086

615-416-4594 / 615-793-6223
Phone

Mail to: Rutherford County Engineer
1 South Public Square, Suite 200
Murfreesboro, TN 37130



NANCY R. ALLEN
COUNTY MAYOR




RUTHERFORD COUNTY
TENNESSEE

Complete the following information and return to the County Engineer by March 11, 2005.

CITY OF EAGLEVILLE

☒ Yes, include the City of Eagleville in the Rutherford County Hazard Mitigation Plan.

☐ No, do not include the City of Eagleville in the Rutherford County Hazard Mitigation Plan.


Nolan Barham
Mayor, City of Eagleville

If the City of Eagleville is going to participate in the Rutherford County Hazard Mitigation Plan, please give the names(s) of your representative.

Chief Everett Stone
Name

Mayor Nolan Barham
Name

P.O. Box 68 →

Eagleville, TN 37000 →
Address

Address

(615) 274-6992 →
Phone

Phone

Mail to: Rutherford County Engineer
1 South Public Square, Suite 200
Murfreesboro, TN 37130

APPENDIX 2


Public Involvement

Section 201.5(b)(2) of TEMA requires that the public have opportunities to comment on disaster mitigation plans. Participation and input from citizens of all jurisdictions, businesses, and all interested parties both public and private is encouraged. On February 10th 2022, concerning the 2022 review and update of the current plan per TEMA approval to utilize this type of public notification, the Rutherford County Government website as well as Emergency Managements Facebook site was utilized to announce public hearings and promote involvement of this nature.

The image shows two screenshots. The top screenshot is the Rutherford County Tennessee website. It features a header with the county seal and name, a navigation bar with links like Home, Public Services, Health & Safety, Court Services, Administration, Government, Community, and Search. Below the navigation bar is a banner for "Notice Of Public Hearing Hazard Mitigation Plan Up For Public Review". A search bar is visible. Below the search bar are two columns of links. The left column includes "COVID-19 Vaccine & Testing Information", "COVID-19 Rental Relief Program", "ARPA Local Recovery Funds Report", "County Building & Department Map", "What can be Recycled", "Parking around the Square", and "Public Records Request". The right column includes "News" and a paragraph about the public meeting: "In accordance with the Disaster Mitigation Act of 2000, the Rutherford County Hazard Mitigation Committee will hold a public meeting at the Rutherford County Emergency Management Agency, 1220 West College Street in Murfreesboro on Wednesday February 16th at 5:00pm. to accept public comment to be used in updating the Rutherford County Hazard Mitigation Plan. In accordance with ADA (Americans with Disabilities Act) any disabled individuals requiring accommodations for attending the meeting should contact Emergency Management at (615) 898-7764 at least two days prior to the meeting in order for appropriate accommodations to be made."

The bottom screenshot is a Facebook post from "Rutherford County EMA". The post is titled "Notice Of Public Hearing Hazard Mitigation Plan Up For Public Review" and contains the same text as the paragraph in the top screenshot. It is published by Benjamin Thomas and is dated "Just now".

On February 16th, 2022, The Rutherford County Emergency Management Agency opened its doors for the public to provide input into the draft form of County Mitigation Plan. The meeting was open at 5:00 pm. No members of the general public were in attendance by 6:30pm and the meeting was closed. The attendance roster attached below consists of mitigation committee members.

			
MEETING ROSTER			ICS 00
Meeting Name:	Hazard Mitigation Public Hearing		
Agency/Department Holding Meeting	Emergency Management		
Date:	2/16/2022	Time:	17:00
Misc:			
NAME:	Department:	Phone:	Email:
Tim Hooker	EMA	615 898 7764	timhooker@rutherfordcountynj.gov
Carey Clark	EMA	615-308-9612	Carey.clark@rutherfordcountynj.gov
Chris Clark	EMA	615-496-7570	chrisclark@rutherfordcountynj.gov

Upon receiving an "Approval Pending Adoption" designation from FEMA's review, the public will be given a chance to comment on the final draft of the update plan prior to its adoption by each local jurisdiction. This opportunity will take place at a local board meeting for each jurisdiction before the updated plan adoption decision takes place. The opportunity for final public comment will therefore be documented through the receipt of a signed adoption resolution.

APPENDIX 3

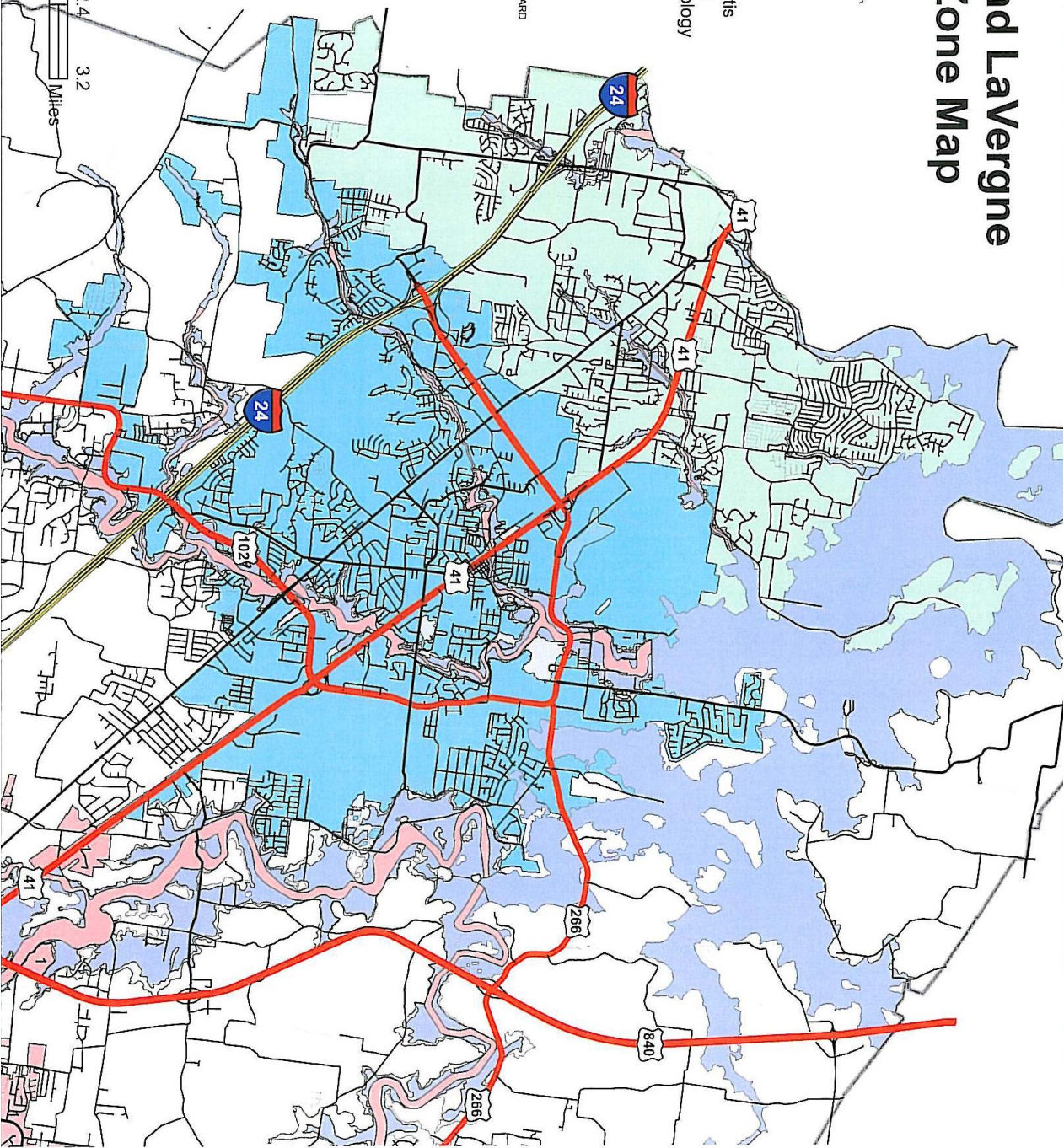
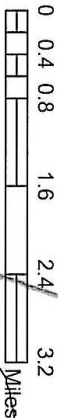
Flood Zone Maps

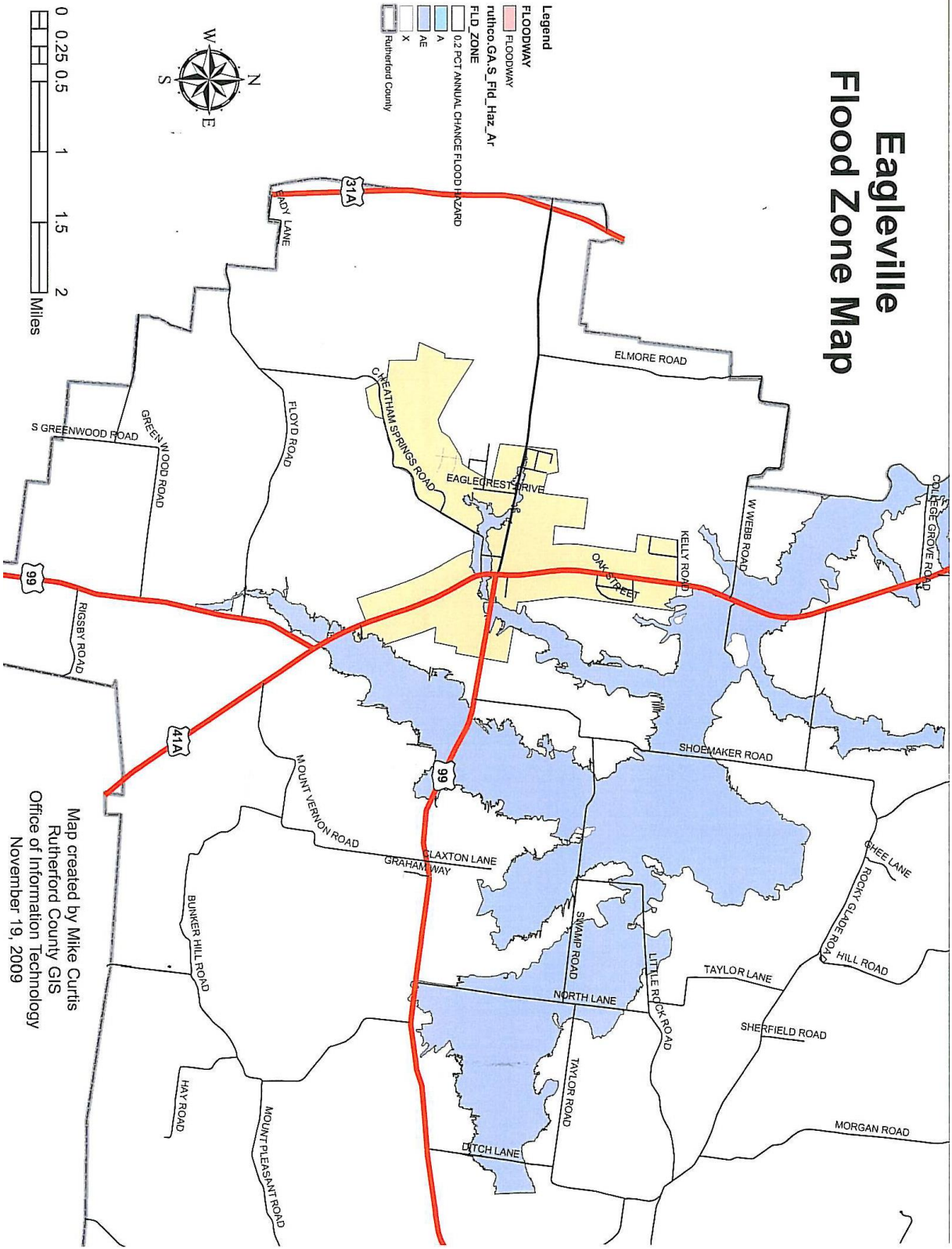
PENDING

Smyrna and LaVergne Flood Zone Map

Map created by Mike Curtis
Rutherford County GIS
Office of Information Technology
November 19, 2009

- Legend
- FLOODWAY
 - FLOODWAY
 - rutherford, GA, S. Fld. Haz. Ar
 - F.L.D. ZONE
 - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
 - A
 - AE
 - X
 - Rutherford County





FIRM MAPS

Each FIRM map has a unique identifier and a designated effective date. The effective date is the date on which the FIRM enters into force as the official regulatory flood map for the area it covers.

In the previous version of the Mitigation Plan 2007/2008 FIRM maps were being utilized in Rutherford County for Flood plain management. As of January 2021, these maps are still used by the county. On 02/13/2021 preliminary products were issued to Rutherford County and are attached below:

FEMA 2007/2008 FIRM MAPS MAY BE LOCATED AT:

<https://msc.fema.gov/portal/advanceSearch#searchresultsanchor>


Product ID	Effective Date		
		47149C0128H	01/05/2007
47149CIND0C	10/16/2008	47149C0129H	01/05/2007
47149C0010H	01/05/2007	47149C0131H	01/05/2007
47149C0015H	01/05/2007	47149C0132H	01/05/2007
47149C0020J	10/16/2008	47149C0133H	01/05/2007
47149C0028H	01/05/2007	47149C0134H	01/05/2007
47149C0040J	10/16/2008	47149C0140H	01/05/2007
47149C0045H	01/05/2007	47149C0145H	01/05/2007
47149C0063H	01/05/2007	47149C0152H	01/05/2007
47149C0105H	01/05/2007	47149C0153H	01/05/2007
47149C0106H	01/05/2007	47149C0154H	01/05/2007
47149C0107J	10/16/2008	47149C0161H	01/05/2007
47149C0108H	01/05/2007	47149C0162H	01/05/2007
47149C0109J	10/16/2008	47149C0163H	01/05/2007
47149C0115J	10/16/2008	47149C0164H	01/05/2007
47149C0116J	10/16/2008	47149C0166H	01/05/2007
47149C0117J	10/16/2008	47149C0167H	01/05/2007
47149C0118J	10/16/2008	47149C0168H	01/05/2007
47149C0126J	10/16/2008	47149C0169H	01/05/2007
47149C0127H	01/05/2007		

47149C0178H	01/05/2007	47149C0305H	01/05/2007
47149C0179H	01/05/2007	47149C0306H	01/05/2007
47149C0183H	01/05/2007	47149C0308H	01/05/2007
47149C0190H	01/05/2007	47149C0315H	01/05/2007
47149C0193H	01/05/2007	47149C0335H	01/05/2007
47149C0220H	01/05/2007	47149C0355H	01/05/2007
47149C0230J	10/16/2008	47149C0376H	01/05/2007
47149C0235H	01/05/2007	47149C0377H	01/05/2007
47149C0240H	01/05/2007	47149C0378H	01/05/2007
47149C0245H	01/05/2007	47149C0379H	01/05/2007
47149C0255H	01/05/2007	47149C0381H	01/05/2007
47149C0260H	01/05/2007	47149C0382H	01/05/2007
47149C0265H	01/05/2007	47149C0383H	01/05/2007
47149C0270H	01/05/2007	47149C0384H	01/05/2007
47149C0280H	01/05/2007	47149C0390H	01/05/2007
47149C0285H	01/05/2007	47149C0395H	01/05/2007
47149C0290H	01/05/2007	47149C0401H	01/05/2007
47149C0295H	01/05/2007	47149C0402H	01/05/2007
47149C0305H	01/05/2007	47149C0403H	01/05/2007

47149C0404H	01/05/2007
47149C0410H	01/05/2007
47149C0415H	01/05/2007
47149C0420H	01/05/2007
47149C0426H	01/05/2007
47149C0427H	01/05/2007
47149C_NTU_LETTER	10/16/2008

FEMA Preliminary Products 2020 are located at:

<https://hazards.fema.gov/femaportal/prelimdownload/>



FEMA

Map Service Center

Preliminary FEMA Map Products

Preliminary flood hazard data (preliminary data) provide the public an early look at their home or community's projected risk to flood hazards. Preliminary data may include: new or revised Flood Insurance Rate Maps (FIRM), Flood Insurance Study (FIS) reports, and FIRM Databases. This tool makes nation-wide preliminary data available in a centralized and easily accessible location, along with FEMA's other flood hazard mapping products. For more information about preliminary data, go to FEMA's [Preliminary Flood Hazard Data](#) webpage.

Please note, if you do not see your community's preliminary data, contact the [FEMA Mapping and Insurance eXchange](#) for further support.

Disclaimer: Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final and are presented on the MSC as the best information available at this time. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available.

Search

Use the following selection boxes to find your area of interest.

1

Select a State, District, or Territory

Tennessee

2

Select a County, Parish, etc.

Rutherford County

3

Get Preliminary FEMA Map Products

FEMA ID

47

47149



▼ Preliminary Products issued on 02/13/2020 for Rutherford County, Tennessee

FIRM ?



Item ID ▲	Item Name ◇	Prelim Issue Date
47149C0010J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0015J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0020K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0028J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0040K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0045J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0063J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0105J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0106J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0107K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0109K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0115K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0116K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0117K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0118K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0126K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0127J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0128J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0129J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0140J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0145J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020

47149C0183J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0193J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0220J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0230K	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0255J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0260J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0270J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0280J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0290J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0306J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0308J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0316J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0377J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149C0381J	FLOOD INSURANCE RATE MAP (FIRM)	02/13/2020
47149CIND0D	FLOOD INSURANCE RATE MAP INDEX	02/13/2020

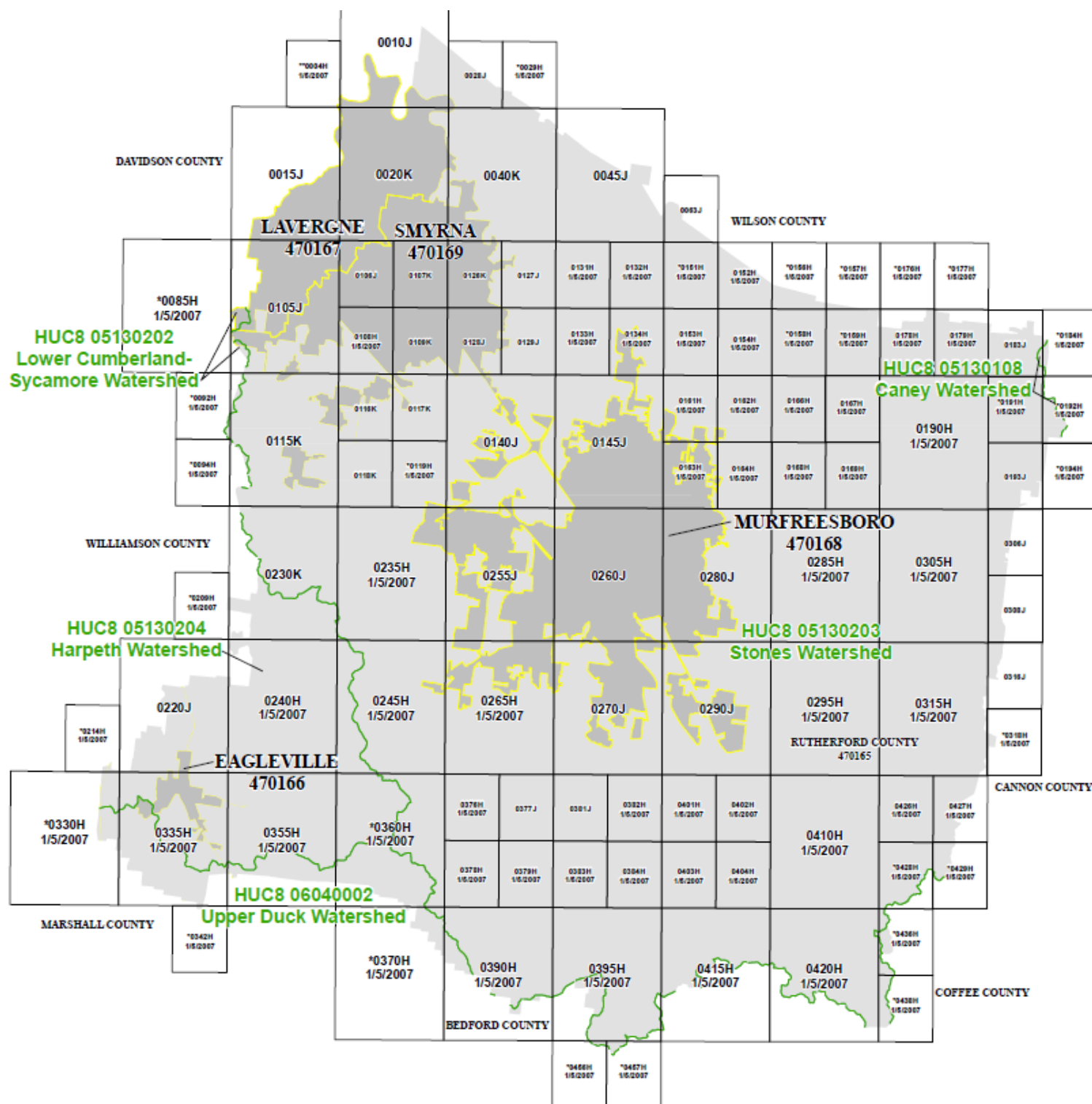
FIS Reports

Item ID 	Item Name 	Prelim Issue Date
47149CV001D	FLOOD INSURANCE STUDY (FIS)	02/13/2020
47149CV002D	FLOOD INSURANCE STUDY (FIS)	02/13/2020
47149CV003D	FLOOD INSURANCE STUDY (FIS)	02/13/2020
47149CV004D	FLOOD INSURANCE STUDY (FIS)	02/13/2020
47149CV005D	FLOOD INSURANCE STUDY (FIS)	02/13/2020

FIRM Database

Item ID 	Item Name 	Prelim Issue Date
47149C	FIRM Database	02/13/2020

The below map contains dates of approval. Those ID numbers without dates are preliminary products effective 02/13/2020.



APPENDIX 4

STORM EVENTS SOURCE



49 Tornado event(s) were reported in
Rutherford County, Tennessee between **5/12/1955** and **02/06/2019**

Location	County/Zone	St.	Date	Time	I.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								3	118	120.898M	142.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/12/1955	17:58	CST	Tornado	F1	0	0	25.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	01/22/1957	18:30	CST	Tornado	F1	0	0	25.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/11/1963	16:20	CST	Tornado	F2	0	0	25.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/12/1966	12:00	CST	Tornado	F1	0	0	2.50K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/03/1974	17:10	CST	Tornado	F3	0	0	2.50K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	02/17/1976	23:15	CST	Tornado	F1	0	2	250.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	02/17/1976	23:15	CST	Tornado	F1	0	0	250.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/24/1980	12:30	CST	Tornado	F2	0	2	250.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/08/1980	10:46	CST	Tornado	F1	0	0	25.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/07/1984	01:30	CST	Tornado	F1	0	0	25.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/07/1984	07:00	CST	Tornado	F1	0	0	0.00K	0.00K
Rockvale	RUTHERFORD CO.	TN	01/28/1995	15:55	CST	Tornado	F1	0	0	50.00K	0.00K
Eagleville to	RUTHERFORD CO.	TN	05/18/1995	15:55	CST	Tornado	F0	0	4	50.00K	5.00K
SMYRNA	RUTHERFORD CO.	TN	01/24/1997	16:37	CST	Tornado	F2	0	0	500.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/24/1997	17:00	CST	Tornado	F4	0	18	4.700M	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/02/1998	02:15	CST	Tornado	F1	0	0	1.600M	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/12/1999	16:00	CST	Tornado	F0	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	03/25/2000	17:20	CST	Tornado	F0	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/24/2000	23:50	CST	Tornado	F0	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	02/25/2001	01:20	CST	Tornado	F0	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	10/24/2001	19:20	CST	Tornado	F0	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/28/2002	06:34	CST	Tornado	F3	0	31	2.300M	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/05/2003	01:30	CST	Tornado	F0	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/11/2003	02:50	CST	Tornado	F3	0	0	1.800M	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/28/2009	18:00	CST-6	Tornado	EF1	0	0	4.410M	0.00K
ALLISONA	RUTHERFORD CO.	TN	04/10/2009	11:19	CST-6	Tornado	EF4	2	58	100.000M	0.00K
RUCKER	RUTHERFORD CO.	TN	04/10/2009	11:58	CST-6	Tornado	EF0	0	0	5.00K	0.00K
PLEASANT VIEW	RUTHERFORD CO.	TN	04/10/2009	12:01	CST-6	Tornado	EF1	0	0	60.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	03/23/2011	18:03	CST-6	Tornado	EF0	0	0	25.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/04/2011	13:22	CST-6	Tornado	EF1	0	0	250.00K	4.00K
VERSAILLES	RUTHERFORD CO.	TN	04/27/2011	04:47	CST-6	Tornado	EF0	0	0	8.00K	11.00K
OVERALL	RUTHERFORD CO.	TN	04/27/2011	04:52	CST-6	Tornado	EF0	0	0	50.00K	12.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	01/17/2012	13:27	CST-6	Tornado	EF0	0	0	250.00K	0.00K
GREENWOOD	RUTHERFORD CO.	TN	01/13/2013	15:36	CST-6	Tornado	EF0	0	0	25.00K	10.00K
ALLISONA	RUTHERFORD CO.	TN	01/30/2013	03:42	CST-6	Tornado	EF1	0	0	450.00K	100.00K
PLAINVIEW	RUTHERFORD CO.	TN	03/18/2013	11:12	CST-6	Tornado	EF0	0	0	50.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	03/01/2017	07:19	CST-6	Tornado	EF0	0	0	5.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	11/18/2017	16:56	CST-6	Tornado	EF0	0	0	15.00K	0.00K
NEWTOWN	RUTHERFORD CO.	TN	11/06/2018	00:19	CST-6	Tornado	EF2	1	3	3.390M	0.00K
MILTON	RUTHERFORD CO.	TN	02/06/2019	14:35	CST-6	Tornado	EF0	0	0	25.00K	0.00K
Totals:								3	118	120.898M	142.00K

Description of Worst Tornado in Rutherford County, April 10, 2009:

The third day EF-3 tornadoes traversed the path through the county for 23.25 miles. The hardest hit were the Highland Park Drive Neighborhood and Tomahawk Trace area in the city of Murfreesboro at. The tornado injured 58 and caused almost 42 million dollars in damages. At least seven (7) people out of the fifty-eight (58) injuries were considered serious. In addition, there were 2 fatalities. Its maximum width was 750 yards. 845 homes were impacted with 117 completely destroyed. The tornado first touched down north of the Eagleville Community in far Southwestern Rutherford County near the intersection of Kelly Road and Highway 41A. At this location, intermittent tree and roof damages occurred. Intermittent tree damage continued northeast, with the path becoming continuous along Rocky Glade Road between the Cedar Grove and Pleasant Hill Communities. The tornado moved NE and increased to F2 intensity with a width of 300 yards. As it struck the community of Barfield, several homes were partially destroyed. The tornado intensified after crossing I-24 destroying homes and causing major damage in the Stones River National Battlefield. It then crossed the West Fork of the Stones River and struck the Southridge Subdivision. At this time, the tornado increased to its maximum intensity of EF4, with the path width remaining at 300 yards. Then the tornado struck a large apartment complex just W of U.S. Hwy 231, on the south side of Murfreesboro. Newspaper accounts told stories of people going to basements or an interior room of a house for safety. Low casualties from this tornado was indicative of preparedness activities by the National Weather Service and television broadcast warnings.



351 THUNDERSTORM & HIGH WIND event(s) were reported in
Rutherford County, Tennessee between **04/15/1961** and
01/31/2021

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								1	12	4.062M	5.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/15/1961	16:05	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/15/1961	18:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	08/28/1963	22:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/07/1966	15:00	CST	Thunderstorm Wind	80 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/12/1968	09:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	06/06/1972	18:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	06/13/1973	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/29/1974	20:55	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/31/1976	19:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	09/01/1977	12:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/27/1978	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	08/17/1980	16:24	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/30/1981	13:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/22/1982	09:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/21/1984	23:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/05/1985	15:55	CST	Thunderstorm Wind	80 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/15/1985	13:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	08/10/1986	16:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	12/09/1986	09:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/22/1987	17:30	CST	Thunderstorm Wind	0 kts.	0	1	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	08/04/1987	11:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	09/29/1987	14:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	06/25/1988	13:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/04/1989	00:55	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/20/1989	03:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	11/07/1989	17:37	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	11/15/1989	16:22	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/10/1990	13:00	CST	Thunderstorm Wind	0 kts.	0	1	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/22/1991	19:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/27/1991	16:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/09/1991	12:18	CST	Thunderstorm Wind	0 kts.	0	2	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/02/1991	16:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	01/13/1992	20:40	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
Smyrna	RUTHERFORD CO.	TN	02/21/1993	12:00	CST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K

Murfreesboro	RUTHERFORD CO.	TN	07/10/1993	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	08/20/1993	13:30	CST	Thunderstorm Wind	0 kts.	0	0	5.00K	0.00K
Walter Hill	RUTHERFORD CO.	TN	06/09/1994	17:10	CST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Smyrna	RUTHERFORD CO.	TN	06/25/1994	16:15	CST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	06/26/1994	16:30	CST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	05/10/1995	19:05	CST	Thunderstorm Wind	0 kts.	0	0	1.00K	0.00K
Lascassas	RUTHERFORD CO.	TN	05/14/1995	03:30	CST	Thunderstorm Wind	0 kts.	0	0	2.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	06/06/1995	17:15	CST	Thunderstorm Wind	0 kts.	0	0	10.00K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	07/22/1995	15:45	CST	Thunderstorm Wind	0 kts.	0	0	10.00K	0.00K
Fosterville	RUTHERFORD CO.	TN	07/23/1995	20:00	CST	Thunderstorm Wind	0 kts.	0	0	10.00K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	07/24/1995	14:05	CST	Thunderstorm Wind	0 kts.	0	0	5.00K	0.00K
Smyrna	RUTHERFORD CO.	TN	07/26/1995	16:49	CST	Thunderstorm Wind	55 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/18/1996	14:05	CST	Thunderstorm Wind		0	0	0.10K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/29/1996	14:40	CST	Thunderstorm Wind		0	0	100.00K	0.00K
MILTON	RUTHERFORD CO.	TN	05/26/1996	13:07	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/27/1996	14:30	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/27/1996	14:50	CST	Thunderstorm Wind		0	0	15.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/27/1996	14:50	CST	Thunderstorm Wind	65 kts.	0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	06/09/1996	02:00	CST	Thunderstorm Wind	50 kts.	0	0	13.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/21/1996	20:00	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	02/21/1997	07:45	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/19/1997	17:15	CST	Thunderstorm Wind		0	0	10.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	05/26/1997	11:30	CST	Thunderstorm Wind		0	0	1.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	05/26/1997	14:00	CST	Thunderstorm Wind		0	0	20.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	05/26/1997	21:50	CST	Thunderstorm Wind		0	0	1.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/13/1997	14:10	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	06/13/1997	20:10	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	06/28/1997	11:15	CST	Thunderstorm Wind		0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/21/1997	16:10	CST	Thunderstorm Wind		0	0	0.50K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	07/21/1997	16:10	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/28/1997	16:55	CST	Thunderstorm Wind		0	0	1.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	04/08/1998	18:45	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/21/1998	18:15	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/21/1998	18:45	CST	Thunderstorm Wind		0	0	50.00K	0.00K
SMYRNAARPT	RUTHERFORD CO.	TN	05/25/1998	20:20	CST	Thunderstorm Wind		0	1	0.50K	0.00K
SOUTH PORTION	RUTHERFORD CO.	TN	07/04/1998	13:40	CST	Thunderstorm Wind	50 kts.	0	0	10.00K	0.00K

SOUTH CENTRAL	RUTHERFORD CO.	TN	06/04/1999	21:11	CST	Thunderstorm Wind		0	3	5.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/04/1999	23:37	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/04/1999	23:50	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/04/1999	23:58	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/24/1999	15:00	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
SMYRNAARPT	RUTHERFORD CO.	TN	08/01/1999	14:50	CST	Thunderstorm Wind	52 kts.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/01/1999	15:00	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
WEST PORTION	RUTHERFORD CO.	TN	08/12/1999	15:30	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	08/12/1999	16:05	CST	Thunderstorm Wind		0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/03/2000	22:25	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/20/2000	17:10	CST	Thunderstorm Wind	60 kts. E	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	04/20/2000	17:43	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
WEST PORTION	RUTHERFORD CO.	TN	05/26/2000	19:40	CST	Thunderstorm Wind	55 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/09/2000	16:55	CST	Thunderstorm Wind	52 kts. E	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	02/25/2001	01:10	CST	Thunderstorm Wind	52 kts. M	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	02/25/2001	01:15	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/15/2001	06:15	CST	Thunderstorm Wind	65 kts. E	0	0	0.00K	0.00K
SMYRNAARPT	RUTHERFORD CO.	TN	04/15/2001	06:17	CST	Thunderstorm Wind	65 kts. M	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/15/2001	06:20	CST	Thunderstorm Wind	56 kts. M	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/15/2001	06:31	CST	Thunderstorm Wind		0	0	500.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/15/2001	06:35	CST	Thunderstorm Wind	56 kts. M	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/26/2001	14:50	CST	Thunderstorm Wind	65 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/26/2001	15:05	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	06/27/2001	15:40	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/05/2001	10:34	CST	Thunderstorm Wind	60 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/09/2001	14:15	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	10/24/2001	19:15	CST	Thunderstorm Wind	60 kts. M	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/24/2001	19:26	CST	Thunderstorm Wind	57 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/24/2001	20:00	CST	Thunderstorm Wind	61 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/28/2002	06:35	CST	Thunderstorm Wind	55 kts. E	0	0	0.00K	0.00K
MIDLAND	RUTHERFORD CO.	TN	05/02/2002	15:20	CST	Thunderstorm Wind	55 kts. E	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	07/22/2002	15:45	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
ALMAVILLE	RUTHERFORD CO.	TN	08/30/2002	16:15	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	11/10/2002	15:30	CST	Thunderstorm Wind	50 kts. E	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	02/22/2003	11:20	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/01/2003	15:00	CST	Thunderstorm Wind	60 kts. MG	0	0	0.00K	0.00K

MURFREESBORO	RUTHERFORD CO.	TN	03/01/2003	15:15	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	01:19	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	05/05/2003	15:23	CST	Thunderstorm Wind	85 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/11/2003	10:50	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/11/2003	11:12	CST	Thunderstorm Wind	60 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/21/2003	13:42	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/04/2003	21:34	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/04/2003	21:45	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	08/04/2003	21:45	CST	Thunderstorm Wind	65 kts. EG	0	0	75.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/04/2003	21:45	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/22/2003	19:04	CST	Thunderstorm Wind	50 kts. MG	0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	08/22/2003	19:05	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	08/22/2003	19:08	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/22/2003	19:22	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	11/18/2003	14:05	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	03/20/2004	15:10	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	03/20/2004	15:40	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/23/2004	12:35	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	05/31/2004	00:05	CST	Thunderstorm Wind	70 kts. EG	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	05/31/2004	00:15	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/09/2004	18:15	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/13/2004	16:22	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MONA	RUTHERFORD CO.	TN	07/04/2004	16:20	CST	Thunderstorm Wind	60 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/04/2004	16:20	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/06/2004	16:19	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	07/06/2004	16:24	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/12/2004	15:40	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/13/2004	20:22	CST	Thunderstorm Wind	70 kts. EG	0	1	50.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/13/2004	20:32	CST	Thunderstorm Wind	60 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/13/2004	20:35	CST	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	07/13/2004	21:20	CST	Thunderstorm Wind	65 kts. EG	0	0	10.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/25/2004	12:45	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	12/07/2004	05:00	CST	Thunderstorm Wind	55 kts. EG	0	0	2.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	12/07/2004	05:03	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	01/13/2005	09:33	CST	Thunderstorm Wind	60 kts. EG	0	0	1.00K	0.00K

WALTERHILL	RUTHERFORD CO.	TN	07/13/2005	09:45	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/14/2005	10:29	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/19/2005	15:50	CST	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	08/05/2005	19:30	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/13/2005	15:25	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/13/2005	15:30	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	08/15/2005	13:50	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/15/2005	14:00	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/16/2005	15:10	CST	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/15/2005	19:15	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	03/09/2006	17:00	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	03/09/2006	17:10	CST	Thunderstorm Wind	55 kts. EG	0	0	1.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	03/09/2006	17:15	CST	Thunderstorm Wind	60 kts. EG	0	0	5.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/02/2006	15:05	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/02/2006	15:15	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2006	09:25	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	05/25/2006	09:40	CST	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	05/28/2006	12:30	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/23/2006	12:40	CST	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/30/2006	14:58	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/30/2006	15:50	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	09/23/2006	16:00	CST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/18/2007	13:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/01/2007	12:40	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.50K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/18/2007	23:05	CST-6	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/18/2007	23:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/05/2007	17:40	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/29/2008	19:40	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.10K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/29/2008	19:40	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.50K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/29/2008	19:48	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.50K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/29/2008	19:50	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/09/2008	16:51	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	06/28/2008	14:05	CST-6	Thunderstorm Wind	61 kts. EG	0	0	20.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	02/11/2009	12:05	CST-6	Thunderstorm Wind	75 kts. EG	0	0	150.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/28/2009	17:50	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/28/2009	17:53	CST-6	Thunderstorm Wind	50 kts. EG	0	0	6.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/28/2009	17:55	CST-6	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/10/2009	05:00	CST-6	Thunderstorm Wind	60 kts. EG	0	0	20.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/16/2009	13:42	CST-6	Thunderstorm Wind	45 kts. EG	0	1	10.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	06/11/2009	08:40	CST-6	Thunderstorm Wind	60 kts. EG	0	0	120.00K	0.00K
SHILOH	RUTHERFORD CO.	TN	06/11/2009	08:45	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	06/11/2009	10:00	CST-6	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
COMPTON	RUTHERFORD CO.	TN	06/16/2009	14:15	CST-6	Thunderstorm Wind	60 kts. EG	0	0	25.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/19/2009	20:10	CST-6	Thunderstorm Wind	52 kts. MG	0	0	0.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	07/12/2009	19:25	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/17/2010	18:50	CST-6	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/26/2010	17:00	CST-6	Thunderstorm Wind	45 kts. EG	0	0	25.00K	0.00K

SMYRNA	RUTHERFORD CO.	TN	06/09/2010	17:30	CST-6	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
ALMAVILLE	RUTHERFORD CO.	TN	06/09/2010	15:24	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/16/2010	16:40	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	06/24/2010	17:26	CST-6	Thunderstorm Wind	55 kts. EG	0	0	11.00K	0.00K
JEFFERSON	RUTHERFORD CO.	TN	06/25/2010	18:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/26/2010	12:05	CST-6	Thunderstorm Wind	55 kts. EG	0	0	25.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/08/2010	14:15	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LOFTON	RUTHERFORD CO.	TN	07/16/2010	17:30	CST-6	Thunderstorm Wind	55 kts. EG	0	0	1.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	07/29/2010	16:45	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	07/29/2010	16:45	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
DILLTON	RUTHERFORD CO.	TN	08/05/2010	13:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
DOUBLE SPGS	RUTHERFORD CO.	TN	08/11/2010	18:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
HALES CAMP	RUTHERFORD CO.	TN	09/11/2010	14:06	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LOFTON	RUTHERFORD CO.	TN	10/26/2010	12:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	10/26/2010	12:20	CST-6	Thunderstorm Wind	51 kts. MG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	02/24/2011	22:08	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	03/23/2011	18:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
ROCK SPGS	RUTHERFORD CO.	TN	04/04/2011	13:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	04/04/2011	13:39	CST-6	Thunderstorm Wind	55 kts. EG	0	0	12.00K	5.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/15/2011	10:25	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/15/2011	19:20	CST-6	Thunderstorm Wind	55 kts. EG	0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/20/2011	00:57	CST-6	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	04/27/2011	04:43	CST-6	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	04/27/2011	04:45	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	04/27/2011	04:50	CST-6	Thunderstorm Wind	55 kts. EG	0	0	50.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	04/27/2011	04:54	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/27/2011	04:55	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/27/2011	04:55	CST-6	Thunderstorm Wind	55 kts. EG	0	0	25.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	04/27/2011	04:56	CST-6	Thunderstorm Wind	60 kts. EG	0	0	10.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	04/27/2011	04:57	CST-6	Thunderstorm Wind	55 kts. EG	0	0	40.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/27/2011	04:57	CST-6	Thunderstorm Wind	55 kts. EG	0	0	25.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	04/27/2011	04:57	CST-6	Thunderstorm Wind	64 kts. EG	0	0	10.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/27/2011	04:58	CST-6	Thunderstorm Wind	55 kts. EG	0	0	75.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	05/25/2011	23:25	CST-6	Thunderstorm Wind	55 kts. EG	0	0	25.00K	0.00K
ROYER ESTATES	RUTHERFORD CO.	TN	05/25/2011	23:25	CST-6	Thunderstorm Wind	60 kts. EG	0	0	25.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/25/2011	23:30	CST-6	Thunderstorm Wind	52 kts. MG	0	0	0.00K	0.00K

MURFREESBORO	RUTHERFORD CO.	TN	05/25/2011	23:30	CST-6	Thunderstorm Wind	52 kts. MG	0	0	0.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	05/25/2011	23:31	CST-6	Thunderstorm Wind	55 kts. EG	0	0	2.50K	0.00K
SANDHILL	RUTHERFORD CO.	TN	05/26/2011	00:00	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/15/2011	14:50	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/28/2011	04:00	CST-6	Thunderstorm Wind	52 kts. EG	0	0	20.00K	0.00K
COMPTON	RUTHERFORD CO.	TN	10/18/2011	14:20	CST-6	Thunderstorm Wind	56 kts. EG	0	0	5.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	05/29/2012	17:20	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	05/29/2012	17:25	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	05/29/2012	17:25	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	06/15/2012	17:40	CST-6	Thunderstorm Wind	56 kts. EG	0	0	15.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/05/2012	17:30	CST-6	Thunderstorm Wind	55 kts. EG	0	0	5.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	07/05/2012	17:40	CST-6	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/05/2012	18:05	CST-6	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
HALES CAMP	RUTHERFORD CO.	TN	07/05/2012	18:18	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SEWART AFB	RUTHERFORD CO.	TN	07/05/2012	18:18	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/08/2012	16:13	CST-6	Thunderstorm Wind	55 kts. EG	0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/08/2012	17:05	CST-6	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	07/16/2012	17:45	CST-6	Thunderstorm Wind	55 kts. EG	0	0	25.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	08/16/2012	21:55	CST-6	Thunderstorm Wind	56 kts. EG	0	0	5.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	08/16/2012	22:14	CST-6	Thunderstorm Wind	66 kts. MG	0	0	20.00K	0.00K
HALES CAMP	RUTHERFORD CO.	TN	01/30/2013	03:50	CST-6	Thunderstorm Wind	61 kts. EG	0	0	35.00K	0.00K
JEFFERSON SPGS	RUTHERFORD CO.	TN	01/30/2013	03:51	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
MILTON	RUTHERFORD CO.	TN	01/30/2013	04:11	CST-6	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
SMYRNA ARPT	RUTHERFORD CO.	TN	05/21/2013	12:09	CST-6	Thunderstorm Wind	66 kts. MG	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	06/10/2013	13:57	CST-6	Thunderstorm Wind	52 kts. EG	0	0	10.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	06/10/2013	14:11	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	06/10/2013	14:12	CST-6	Thunderstorm Wind	56 kts. EG	0	0	20.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/10/2013	14:20	CST-6	Thunderstorm Wind	52 kts. EG	0	0	15.00K	0.00K
DOUBLE SPGS	RUTHERFORD CO.	TN	06/10/2013	14:22	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	06/10/2013	14:24	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	07/10/2013	17:20	CST-6	Thunderstorm Wind	50 kts. EG	0	0	4.00K	0.00K
SILVER HILL	RUTHERFORD CO.	TN	07/10/2013	17:20	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	12/21/2013	21:55	CST-6	Thunderstorm Wind	61 kts. EG	0	0	10.00K	0.00K
SEWART AFB	RUTHERFORD CO.	TN	12/21/2013	21:56	CST-6	Thunderstorm Wind	61 kts. EG	0	0	200.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	12/21/2013	21:58	CST-6	Thunderstorm Wind	52 kts. EG	0	0	10.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	12/21/2013	22:11	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K

MURFREESBORO	RUTHERFORD CO.	TN	02/20/2013	22:13	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	02/20/2014	20:20	CST-6	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
LITTLE HOPE	RUTHERFORD CO.	TN	02/20/2014	20:22	CST-6	Thunderstorm Wind	56 kts. EG	0	0	10.00K	0.00K
DOUBLE SPGS	RUTHERFORD CO.	TN	02/20/2014	20:51	CST-6	Thunderstorm Wind	52 kts. EG	0	0	2.00K	0.00K
BIG SPGS	RUTHERFORD CO.	TN	02/20/2014	21:20	CST-6	Thunderstorm Wind	52 kts. EG	0	0	2.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	04/04/2014	05:06	CST-6	Thunderstorm Wind	70 kts. EG	0	0	25.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	04/04/2014	05:20	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
BIG SPGS	RUTHERFORD CO.	TN	04/27/2014	12:58	CST-6	Thunderstorm Wind	43 kts. EG	0	0	5.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	06/07/2014	17:55	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	06/07/2014	19:05	CST-6	Thunderstorm Wind	48 kts. EG	0	0	1.00K	0.00K
ROCKY FORK	RUTHERFORD CO.	TN	07/14/2014	16:20	CST-6	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	08/07/2014	19:05	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	08/20/2014	14:40	CST-6	Thunderstorm Wind	65 kts. EG	0	0	25.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	08/20/2014	14:45	CST-6	Thunderstorm Wind	56 kts. EG	0	0	10.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	08/20/2014	15:00	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	10/13/2014	17:25	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
ALMAVILLE	RUTHERFORD CO.	TN	04/03/2015	16:53	CST-6	Thunderstorm Wind	52 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/03/2015	17:04	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
COMPTON	RUTHERFORD CO.	TN	05/31/2015	15:45	CST-6	Thunderstorm Wind	48 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/23/2015	19:35	CST-6	Thunderstorm Wind	52 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/23/2015	19:45	CST-6	Thunderstorm Wind	52 kts. EG	0	0	4.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	07/14/2015	14:20	CST-6	Thunderstorm Wind	52 kts. EG	0	0	10.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/14/2015	14:25	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	07/28/2015	15:25	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
SHARP VILLE	RUTHERFORD CO.	TN	08/05/2015	14:15	CST-6	Thunderstorm Wind	48 kts. EG	0	0	2.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/31/2016	17:30	CST-6	Thunderstorm Wind	48 kts. EG	0	0	5.00K	0.00K
MILTON	RUTHERFORD CO.	TN	05/04/2016	16:40	CST-6	Thunderstorm Wind	39 kts. EG	1	0	4.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/15/2016	15:30	CST-6	Thunderstorm Wind	52 kts. EG	0	0	1.00K	0.00K
J PERCY PRIEST RES S	RUTHERFORD CO.	TN	06/15/2016	15:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	06/15/2016	15:45	CST-6	Thunderstorm Wind	52 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/15/2016	15:48	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/15/2016	15:50	CST-6	Thunderstorm Wind	52 kts. EG	0	0	10.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	06/15/2016	16:02	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	07/06/2016	15:55	CST-6	Thunderstorm Wind	48 kts. EG	0	0	1.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	07/07/2016	06:05	CST-6	Thunderstorm Wind	48 kts. EG	0	0	1.00K	0.00K
ROCK SPGS	RUTHERFORD CO.	TN	07/08/2016	20:16	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K

MURFREESBORO	RUTHERFORD CO.	TN	07/03/2016	20:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	08/01/2016	18:00	CST-6	Thunderstorm Wind	52 kts. EG	0	1	10.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	08/04/2016	18:15	CST-6	Thunderstorm Wind	48 kts. EG	0	0	1.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	09/10/2016	16:05	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	03/01/2017	07:16	CST-6	Thunderstorm Wind	70 kts. EG	0	1	30.00K	0.00K
HALES CAMP	RUTHERFORD CO.	TN	03/01/2017	07:18	CST-6	Thunderstorm Wind	71 kts. MG	0	0	10.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	03/01/2017	07:31	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
ROCKVALE	RUTHERFORD CO.	TN	03/21/2017	15:39	CST-6	Thunderstorm Wind	52 kts. EG	0	0	3.00K	0.00K
CRESCENT	RUTHERFORD CO.	TN	03/21/2017	15:45	CST-6	Thunderstorm Wind	70 kts. EG	0	0	75.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	03/21/2017	15:48	CST-6	Thunderstorm Wind	61 kts. EG	0	0	20.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/21/2017	15:49	CST-6	Thunderstorm Wind	61 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/21/2017	15:50	CST-6	Thunderstorm Wind	61 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/21/2017	15:53	CST-6	Thunderstorm Wind	61 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/21/2017	15:53	CST-6	Thunderstorm Wind	61 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/21/2017	15:55	CST-6	Thunderstorm Wind	56 kts. EG	0	0	3.00K	0.00K
PLEASANT VIEW	RUTHERFORD CO.	TN	03/21/2017	15:57	CST-6	Thunderstorm Wind	61 kts. EG	0	0	10.00K	0.00K
SEWART AFB	RUTHERFORD CO.	TN	03/27/2017	15:21	CST-6	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	03/30/2017	18:19	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
COMPTON	RUTHERFORD CO.	TN	03/30/2017	18:30	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MONA	RUTHERFORD CO.	TN	03/30/2017	18:35	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	04/30/2017	14:42	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	04/30/2017	14:44	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
DOUBLE SPGS	RUTHERFORD CO.	TN	04/30/2017	14:46	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
DILLTON	RUTHERFORD CO.	TN	10/23/2017	03:07	CST-6	Thunderstorm Wind	52 kts. EG	0	0	10.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	11/18/2017	16:55	CST-6	Thunderstorm Wind	56 kts. EG	0	0	3.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	11/18/2017	16:57	CST-6	Thunderstorm Wind	61 kts. EG	0	0	5.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/03/2018	20:06	CST-6	Thunderstorm Wind	50 kts. EG	0	0	8.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/25/2018	15:12	CST-6	Thunderstorm Wind	45 kts. EG	0	0	10.00K	0.00K
LITTLE HOPE	RUTHERFORD CO.	TN	07/05/2018	18:53	CST-6	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
PLAINVIEW	RUTHERFORD CO.	TN	11/06/2018	00:29	CST-6	Thunderstorm Wind	56 kts. EG	0	0	15.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/09/2019	18:04	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
SHILOH	RUTHERFORD CO.	TN	03/09/2019	18:05	CST-6	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
LOFTON	RUTHERFORD CO.	TN	03/09/2019	18:13	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
LITTLE HOPE	RUTHERFORD CO.	TN	06/19/2019	19:11	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	06/19/2019	19:16	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	06/19/2019	19:17	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	06/19/2019	19:20	CST-6	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
SHILOH	RUTHERFORD CO.	TN	06/19/2019	19:24	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	06/19/2019	19:47	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
JEFFERSON SPGS	RUTHERFORD CO.	TN	06/21/2019	19:22	CST-6	Thunderstorm Wind	74 kts. EG	0	0	15.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	06/21/2019	19:25	CST-6	Thunderstorm Wind	61 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/21/2019	19:26	CST-6	Thunderstorm Wind	52 kts. EG	0	0	3.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/21/2019	19:44	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/26/2019	22:34	CST-6	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
BARFIELD	RUTHERFORD CO.	TN	08/06/2019	20:13	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	08/13/2019	14:41	CST-6	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/13/2019	14:44	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	08/13/2019	14:44	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	08/13/2019	14:53	CST-6	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	08/13/2019	14:53	CST-6	Thunderstorm Wind	55 kts. EG	0	0	10.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	08/13/2019	14:55	CST-6	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
ROCK SPGS	RUTHERFORD CO.	TN	08/13/2019	15:02	CST-6	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
ROCKY FORK	RUTHERFORD CO.	TN	08/13/2019	15:11	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
KITTRELL	RUTHERFORD CO.	TN	08/13/2019	15:27	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	02/12/2020	18:03	CST-6	Thunderstorm Wind	48 kts. EG	0	0	2.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/03/2020	15:45	CST-6	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
SEWART AFB	RUTHERFORD CO.	TN	05/03/2020	15:51	CST-6	Thunderstorm Wind	53 kts. MG	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/03/2020	15:58	CST-6	Thunderstorm Wind	61 kts. EG	0	0	1.010M	0.00K
BLACKMAN	RUTHERFORD CO.	TN	08/12/2020	13:40	CST-6	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K

46 FLASH FLOOD EVENTS were reported in **Rutherford County, Tennessee** between **07/21/1996** and **09/13/2020**.

Location	County/Zone	St.	Date	Time	I.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	149.00K	1.00K
COUNTYWIDE	RUTHERFORD CO.	TN	07/21/1996	20:00	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/21/1996	20:00	CST	Flash Flood		0	0	1.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	12/16/1996	23:00	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	03/02/1997	17:00	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	03/02/1997	19:00	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	03/05/1997	10:00	CST	Flash Flood		0	0	0.00K	0.00K
NORTHWEST PORTION	RUTHERFORD CO.	TN	06/04/1998	09:45	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	02/13/2000	21:12	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	12/16/2000	12:50	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	02/16/2001	11:00	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/26/2001	16:05	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	01/24/2002	08:00	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	03/17/2002	20:30	CST	Flash Flood		0	0	0.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	05/13/2002	06:00	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	02:25	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	02:30	CST	Flash Flood		0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/07/2003	00:15	CST	Flash Flood		0	0	0.00K	0.00K
NORTHEAST PORTION	RUTHERFORD CO.	TN	08/06/2003	14:16	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	09/22/2003	06:30	CST	Flash Flood		0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	09/22/2003	06:30	CST	Flash Flood		0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	03/05/2004	17:16	CST	Flash Flood		0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/19/2004	01:29	CST	Flash Flood		0	0	1.00K	0.00K
COUNTYWIDE	RUTHERFORD CO.	TN	11/30/2004	13:10	CST	Flash Flood		0	0	1.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	12/07/2004	05:15	CST	Flash Flood		0	0	1.00K	0.00K
SOUTH PORTION	RUTHERFORD CO.	TN	01/23/2006	01:30	CST	Flash Flood		0	0	1.00K	0.00K
NORTH PORTION	RUTHERFORD CO.	TN	08/04/2006	15:00	CST	Flash Flood		0	0	1.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/27/2011	04:43	CST-6	Flash Flood		0	0	1.00K	0.00K
PUCKETT	RUTHERFORD CO.	TN	04/27/2011	16:00	CST-6	Flash Flood		0	0	1.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	09/17/2012	14:51	CST-6	Flash Flood		0	0	1.00K	1.00K
LA VERGNE	RUTHERFORD CO.	TN	04/27/2013	11:30	CST-6	Flash Flood		0	0	10.00K	0.00K
ROCKY FORK	RUTHERFORD CO.	TN	04/27/2013	23:00	CST-6	Flash Flood		0	0	100.00K	0.00K
ROCK SPGS	RUTHERFORD CO.	TN	06/23/2015	19:00	CST-6	Flash Flood		0	0	0.00K	0.00K
LEANNA	RUTHERFORD CO.	TN	08/04/2016	18:25	CST-6	Flash Flood		0	0	0.00K	0.00K
ROCKY FORK	RUTHERFORD CO.	TN	02/20/2019	09:00	CST-6	Flash Flood		0	0	0.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	02/23/2019	07:43	CST-6	Flash Flood		0	0	10.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	02/23/2019	10:36	CST-6	Flash Flood		0	0	10.00K	0.00K
CONCORD	RUTHERFORD CO.	TN	02/05/2020	20:09	CST-6	Flash Flood		0	0	5.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	09/01/2020	16:56	CST-6	Flash Flood		0	0	0.00K	0.00K
SANDHILL	RUTHERFORD CO.	TN	09/13/2020	08:29	CST-6	Flash Flood		0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	09/13/2020	08:30	CST-6	Flash Flood		0	0	5.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	09/13/2020	09:48	CST-6	Flash Flood		0	0	0.00K	0.00K

23 FLOOD EVENTS were reported in **Rutherford County, Tennessee** between **01/23/1999** and **12/29/2019**.

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	3.766M	2.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/23/1999	00:00	CST	Flood		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/17/2002	01:45	CST	Flood		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/15/2003	15:50	CST	Flood		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/05/2004	12:55	CST	Flood		0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	09/17/2009	06:00	CST-6	Flood		0	0	250.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/01/2010	16:28	CST-6	Flood		0	0	3.500M	1.00K
EAGLEVILLE	RUTHERFORD CO.	TN	11/27/2011	03:47	CST-6	Flood		0	0	1.00K	1.00K
SANDHILL	RUTHERFORD CO.	TN	04/11/2013	16:30	CST-6	Flood		0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	05/04/2013	09:00	CST-6	Flood		0	0	0.00K	0.00K
ROYER ESTATES	RUTHERFORD CO.	TN	05/06/2013	09:00	CST-6	Flood		0	0	0.00K	0.00K
GREENWOOD	RUTHERFORD CO.	TN	10/14/2014	04:00	CST-6	Flood		0	0	10.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/31/2015	21:00	CST-6	Flood		0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	03/21/2017	15:30	CST-6	Flood		0	0	5.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/21/2017	16:25	CST-6	Flood		0	0	0.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	04/22/2017	13:00	CST-6	Flood		0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/06/2017	23:00	CST-6	Flood		0	0	0.00K	0.00K
JEFFERSON	RUTHERFORD CO.	TN	06/10/2018	09:00	CST-6	Flood		0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	09/24/2018	13:00	CST-6	Flood		0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	02/22/2019	20:54	CST-6	Flood		0	0	0.00K	0.00K
ALMAVILLE	RUTHERFORD CO.	TN	12/29/2019	18:45	CST-6	Flood		0	0	0.00K	0.00K

22 DROUGHT EVENTS were reported in **Rutherford County, Tennessee** between **05/01/2007** and **10/01/2019**

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	05/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	06/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	07/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	08/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	09/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	10/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	11/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/01/2007	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	04/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	09/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	10/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	11/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/01/2008	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	06/26/2012	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	07/01/2012	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	11/01/2016	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/01/2016	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	09/25/2019	00:00	CST-6	Drought		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	10/01/2019	00:00	CST-6	Drought		0	0	0.00K	0.00K
Totals:								0	0	0.00K	0.00K

168 HAIL EVENTS were reported in **Rutherford County, Tennessee** between **03/26/1959** and **01/25/2021**.

Location	County/Zone	St.	Date	Time	I.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	1	5.004M	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	03/26/1959	17:00	CST	Hail	3.00 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/15/1961	12:20	CST	Hail	0.75 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	09/13/1962	15:00	CST	Hail	2.00 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/15/1965	14:24	CST	Hail	1.25 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	07/06/1976	13:40	CST	Hail	1.75 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/26/1982	17:05	CST	Hail	1.00 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	05/06/1984	13:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/23/1988	18:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/23/1988	18:15	CST	Hail	1.75 in.	0	0	0.00K	0.00K
RUTHERFORD CO.	RUTHERFORD CO.	TN	04/23/1988	20:15	CST	Hail	1.75 in.	0	0	0.00K	0.00K
Rockvale	RUTHERFORD CO.	TN	06/29/1994	15:44	CST	Hail	0.88 in.	0	0	0.00K	0.00K
Rockvale	RUTHERFORD CO.	TN	06/29/1994	16:00	CST	Hail	0.75 in.	0	0	0.00K	0.00K
Rockvale	RUTHERFORD CO.	TN	01/28/1995	15:55	CST	Hail	1.75 in.	0	0	0.50K	0.00K
Murfreesboro	RUTHERFORD CO.	TN	01/28/1995	16:00	CST	Hail	0.88 in.	0	0	0.05K	0.00K
Smyrna	RUTHERFORD CO.	TN	03/20/1995	18:45	CST	Hail	1.75 in.	0	0	3.00K	0.00K
SMYRNAARPT	RUTHERFORD CO.	TN	04/29/1996	14:25	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/29/1996	14:25	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/26/1996	17:40	CST	Hail	1.25 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	05/26/1996	17:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	01/24/1997	16:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/19/1997	15:20	CST	Hail	0.88 in.	0	0	0.00K	0.00K
FOSTERVILLE	RUTHERFORD CO.	TN	04/21/1997	12:40	CST	Hail	0.75 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	07/04/1997	14:10	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/16/1998	11:51	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/16/1998	11:51	CST	Hail	1.00 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/16/1998	11:51	CST	Hail	1.00 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	04/16/1998	12:05	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/02/1998	23:55	CST	Hail	1.00 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	01/17/1999	20:40	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	01/17/1999	20:50	CST	Hail	0.75 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	08/12/1999	16:05	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	02/13/2000	18:16	CST	Hail	0.75 in.	0	0	0.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	02/13/2000	18:40	CST	Hail	0.75 in.	0	0	0.00K	0.00K

NORTHWEST PORTION	RUTHERFORD CO.	TN	02/18/2000	19:00	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/25/2000	13:30	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/17/2000	03:00	CST	Hail	0.75 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/20/2000	13:05	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/20/2000	13:07	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/20/2000	17:09	CST	Hail	1.00 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	06/25/2000	15:00	CST	Hail	0.75 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	02/25/2001	01:10	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	09/12/2001	22:35	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	10/24/2001	19:15	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	10/24/2001	19:20	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	10/24/2001	19:45	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/28/2002	06:15	CST	Hail	1.00 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/28/2002	13:35	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/30/2002	23:36	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/22/2002	16:25	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	09/20/2002	17:30	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	09/20/2002	17:43	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/10/2002	15:19	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/10/2002	15:26	CST	Hail	1.25 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/10/2002	15:28	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/10/2002	15:29	CST	Hail	0.88 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	11/10/2002	15:31	CST	Hail	2.00 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	11/10/2002	15:33	CST	Hail	0.75 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/25/2003	15:50	CST	Hail	1.00 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	04/25/2003	15:55	CST	Hail	1.00 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	04/25/2003	16:00	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/25/2003	16:20	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/05/2003	01:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/05/2003	01:08	CST	Hail	1.25 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/05/2003	01:10	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	01:30	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	01:35	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/05/2003	01:38	CST	Hail	0.88 in.	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	06/10/2003	15:05	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/11/2003	10:48	CST	Hail	1.00 in.	0	0	0.00K	0.00K

SMYRNA	RUTHERFORD CO.	TN	07/13/2003	13:34	CST	Hail	0.88 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	07/13/2003	13:48	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	08/04/2003	21:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	08/04/2003	21:45	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/13/2004	16:48	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/13/2004	16:50	CST	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/04/2004	16:05	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	12/10/2004	12:42	CST	Hail	1.00 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	03/23/2005	12:35	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/30/2005	23:55	CST	Hail	0.88 in.	0	0	0.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	05/14/2005	10:29	CST	Hail	0.75 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	04/02/2006	22:50	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/02/2006	23:00	CST	Hail	1.50 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/02/2006	23:14	CST	Hail	1.25 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	15:00	CST	Hail	2.00 in.	0	1	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	15:01	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	15:06	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	15:08	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	15:10	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/07/2006	16:54	CST	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/07/2006	18:17	CST	Hail	0.88 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	04/20/2006	08:25	CST	Hail	0.88 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2006	09:22	CST	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2006	09:23	CST	Hail	2.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2006	09:28	CST	Hail	0.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2006	09:36	CST	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/25/2006	09:40	CST	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/20/2006	17:22	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/30/2006	14:58	CST	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/03/2007	20:37	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/03/2007	20:45	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/23/2007	15:45	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/01/2008	13:35	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/09/2008	16:35	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/21/2008	14:25	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/21/2008	14:58	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	06/21/2008	15:00	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	03/28/2009	17:54	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
HOOVERS GAP	RUTHERFORD CO.	TN	04/10/2009	11:25	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	04/10/2009	11:26	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/10/2009	11:44	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/10/2009	12:02	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/10/2009	12:03	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	05/15/2009	13:17	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/15/2009	13:27	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/16/2009	14:00	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K

<u>Location</u>	<u>County/Zone</u>	<u>St.</u>	<u>Date</u>	<u>Time</u>	<u>I.Z.</u>	<u>Type</u>	<u>Mag</u>	<u>Dth</u>	<u>Inj</u>	<u>PrD</u>	<u>CrD</u>
Totals:								0	0	5.000M	0.00K
SMYRNA	RUTHERFORD CO.	TN	05/25/2011	23:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	08/03/2011	17:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	08/03/2011	19:10	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
ROCKVALE	RUTHERFORD CO.	TN	08/03/2011	19:40	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
HOOVERS GAP	RUTHERFORD CO.	TN	08/08/2011	16:40	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	10/18/2011	14:10	CST-6	Hail	2.75 in.	0	0	5.000M	0.00K
ROCK SPGS	RUTHERFORD CO.	TN	03/15/2012	16:30	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	03/31/2012	12:09	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
PLEASANT VIEW	RUTHERFORD CO.	TN	03/31/2012	12:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	03/31/2012	12:35	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/05/2012	13:15	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	04/05/2012	14:03	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	04/05/2012	14:47	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
BLACKMAN	RUTHERFORD CO.	TN	05/18/2012	17:05	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/19/2012	15:58	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/19/2012	16:01	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
DILLTON	RUTHERFORD CO.	TN	05/19/2012	16:23	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	05/19/2012	16:23	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
LA VERGNE	RUTHERFORD CO.	TN	05/19/2012	17:30	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/05/2012	17:30	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/05/2012	18:03	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	07/05/2012	18:05	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
LOFTON	RUTHERFORD CO.	TN	07/08/2012	17:00	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	08/16/2012	18:10	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
MILTON	RUTHERFORD CO.	TN	05/19/2013	15:12	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA ARPT	RUTHERFORD CO.	TN	05/21/2013	12:05	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	06/10/2013	14:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	06/20/2013	15:27	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
MURFREESBORO	RUTHERFORD CO.	TN	07/01/2013	13:25	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
FOSTERVILLE	RUTHERFORD CO.	TN	07/10/2013	18:16	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
CHRISTIANA	RUTHERFORD CO.	TN	07/10/2013	18:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	02/20/2014	20:24	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
EAGLEVILLE	RUTHERFORD CO.	TN	07/08/2014	17:15	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K

		TN	10/06/2014	17:25	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
WALTERHILL	RUTHERFORD CO.	TN	10/06/2014	17:25	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	10/06/2014	17:32	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	10/06/2014	17:35	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
OVERALL	RUTHERFORD CO.	TN	10/06/2014	18:35	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K
KITTRELL	RUTHERFORD CO.	TN	10/06/2014	18:49	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
MURFREESBORO ARPT	RUTHERFORD CO.	TN	06/23/2015	19:30	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	06/23/2015	21:20	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
WINDROW	RUTHERFORD CO.	TN	08/15/2015	13:03	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
DOUBLE SPGS	RUTHERFORD CO.	TN	12/23/2015	22:20	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
SMYRNA	RUTHERFORD CO.	TN	06/03/2016	20:45	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
RUCKER	RUTHERFORD CO.	TN	03/09/2017	22:00	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
DILLTON	RUTHERFORD CO.	TN	03/09/2017	22:02	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K
ROYER ESTATES	RUTHERFORD CO.	TN	03/09/2017	22:04	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
ROCKVALE	RUTHERFORD CO.	TN	03/21/2017	15:42	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
DILLTON	RUTHERFORD CO.	TN	03/21/2017	16:00	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
PLEASANT VIEW	RUTHERFORD CO.	TN	04/05/2017	15:16	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
LASCASSAS	RUTHERFORD CO.	TN	06/11/2018	16:45	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	06/17/2018	14:19	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
MT OLIVE	RUTHERFORD CO.	TN	01/25/2021	18:35	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K

17 LIGHTNING EVENTS were reported in **Rutherford County, Tennessee** between **05/27/1996** and **08/06/2019**

Location	County/Zone	St.	Date	Time	I.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								1	3	1.063M	0.00K
BLACKMAN	RUTHERFORD CO.	TN	05/27/1996	14:50	CST	Lightning	0	0	170.00K	0.00K	
MURFREESBORO	RUTHERFORD CO.	TN	02/03/1997	09:37	CST	Lightning	0	2	100.00K	0.00K	
LASCASSAS	RUTHERFORD CO.	TN	07/28/1997	16:55	CST	Lightning	0	0	0.50K	0.00K	
MURFREESBORO	RUTHERFORD CO.	TN	08/09/2000	16:55	CST	Lightning	0	0	5.00K	0.00K	
MURFREESBORO	RUTHERFORD CO.	TN	09/12/2000	16:45	CST	Lightning	0	0	25.00K	0.00K	
SMYRNA	RUTHERFORD CO.	TN	04/15/2001	06:30	CST	Lightning	1	0	0.00K	0.00K	
SMYRNA	RUTHERFORD CO.	TN	04/24/2002	12:00	CST	Lightning	0	0	175.00K	0.00K	
BLACKMAN	RUTHERFORD CO.	TN	05/31/2004	00:33	CST	Lightning	0	1	20.00K	0.00K	
MURFREESBORO	RUTHERFORD CO.	TN	05/26/2006	01:33	CST	Lightning	0	0	30.00K	0.00K	
LASCASSAS	RUTHERFORD CO.	TN	06/09/2011	14:03	CST-6	Lightning	0	0	50.00K	0.00K	
MURFREESBORO ARPT	RUTHERFORD CO.	TN	01/21/2012	02:19	CST-6	Lightning	0	0	52.00K	0.00K	
MURFREESBORO ARPT	RUTHERFORD CO.	TN	07/16/2012	17:45	CST-6	Lightning	0	0	25.00K	0.00K	
BARFIELD	RUTHERFORD CO.	TN	07/10/2013	18:00	CST-6	Lightning	0	0	1.00K	0.00K	
LEANNA	RUTHERFORD CO.	TN	06/28/2018	10:00	CST-6	Lightning	0	0	5.00K	0.00K	
CHRISTIANA	RUTHERFORD CO.	TN	11/06/2018	00:29	CST-6	Lightning	0	0	200.00K	0.00K	
ROCK SPGS	RUTHERFORD CO.	TN	06/27/2019	19:05	CST-6	Lightning	0	0	200.00K	0.00K	
BLACKMAN	RUTHERFORD CO.	TN	08/06/2019	21:15	CST-6	Lightning	0	0	5.00K	0.00K	

40 WINTER WEATHER EVENTS were reported in **Rutherford County, Tennessee** between **12/05/2009** and **2/28/20**

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/05/2009	00:45	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/08/2010	19:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/14/2010	10:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/12/2010	07:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/15/2010	15:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/25/2010	00:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/20/2011	16:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/26/2011	02:30	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/09/2011	15:30	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/12/2012	16:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/19/2012	08:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/29/2012	12:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/31/2013	22:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/02/2013	04:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/25/2013	09:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/09/2013	21:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/05/2014	20:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/12/2014	06:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/02/2014	20:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/23/2015	18:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/18/2015	01:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/20/2015	12:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/25/2015	12:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/04/2015	17:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/08/2016	12:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/10/2016	19:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/06/2017	06:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	03/11/2017	00:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/12/2018	00:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/15/2018	23:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	12/10/2019	14:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/06/2020	21:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/20/2020	04:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/28/2020	04:00	CST-6	Winter Weather		0	0	0.00K	0.00K

RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	11/30/2020	15:00	CST-6	Winter Weather		0	0	0.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/11/2021	01:00	CST-6	Winter Weather		0	0	0.00K	0.00K

RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	02/16/2015	00:00	CST-6	Winter Storm		0	0	100.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/21/2016	21:00	CST-6	Winter Storm		0	0	0.00K	0.00K

RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/29/2010	09:00	CST-6	Heavy Snow		0	0	250.00K	0.00K
RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/09/2011	23:00	CST-6	Heavy Snow		0	0	0.00K	0.00K

RUTHERFORD (ZONE)	RUTHERFORD (ZONE)	TN	01/29/2010	16:00	CST-6	Ice Storm		0	0	25.00K	0.00K
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Rutherford

352 events were reported between 12/01/2009 and 01/31/2021 (4080 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	188
Number of Days with Event and Death:	4
Number of Days with Event and Death or Injury:	6
Number of Days with Event and Property Damage:	102
Number of Days with Event and Crop Damage:	7
Number of Event Types reported:	17

Critical Infrastructure

Critical infrastructure is the "infrastructure and assets vital to jurisdictional security, governance, public health and safety, economy and public confidence of Rutherford County government and the governments of its various jurisdictions. These resources and structures are listed below. In some cases, addresses may be listed multiple times. This is because multiple buildings/structures/resources may be located at the same physical address.

Rutherford County Critical Infrastructure

PUBLIC SAFETY

Ambulance Service-Administration	611 E. Lytle Street	Murfreesboro
Ambulance Service-Blackman Station	579 Fortress Boulevard	Murfreesboro
Ambulance Service-Burton Street Station	606 East Burton Street	Murfreesboro
Ambulance Service-Christiana Station	124 Stones River Road	Murfreesboro
Ambulance Service-Eagleville Station	504 Highway 99	Eagleville
Ambulance Service-LaVergne Station	119 Floyd Mayfield Drive	LaVergne
Ambulance Service-Manchester Hwy. Station	10808 Manchester Pike	Christiana
Ambulance Service-MTSU Station	676 N. Rutherford Boulevard	Murfreesboro
Ambulance Service-Salem Road Station	910 Old Salem Road	Murfreesboro
Ambulance Service-Siegel Station	435 West Thompson Lane	Murfreesboro
Ambulance Service-Smyrna Central Station	400 Enon Springs Road	Smyrna
Ambulance Service-Smyrna West Station	934 One Mile Lane	Smyrna
Ambulance Service-Stonecrest Station	400 Stonecrest Drive	Smyrna
Communications Tower & Generator Bradyville	9746 Bradyville Pike	Rutherford County
Communications Tower & Generator Eagleville	806 South Main Street	Eagleville
Communications Tower & Generator Hutson	7138 Hutson Road	Rutherford County
Communications Tower & Generator Lynch Hill	10275 Lynch Hill Road	Rutherford County
Communications Tower & Generator Milton	7400 Milton Road	Rutherford County

Communications Tower & Generator Tiger Hill	2409 Rock Springs Road	Smyrna
Communications Tower & Generator Sheriff Dept	940 Detention Drive	Murfreesboro
Communications Tower & Generator Tiger Hill	3833 Annelle Drive	Murfreesboro
EMA/FIRE/EMS-Communications Center	2300 South Park Drive	Murfreesboro
Emergency Management Agency	1220 West College Street	Murfreesboro
Fire Department-County – Station #58	8933 Rockvale Road	Rockvale
Fire Department-County-Station #252	4303 Sulphur Springs Road	Murfreesboro
Fire Department-County-Station #257	10812 Manchester Hwy	Christiana
Fire Department-County-Station #258	3999 Rock Springs Midland Rd	Christiana
Fire Department-County-Station #352	7972 Mona Road	Murfreesboro
Fire Department-County-Station #51	2785 Barfield Road	Murfreesboro
Fire Department-County-Station #52	854 East Jefferson Pike	Murfreesboro
Fire Department-County-Station #56	5632 Old Salem Road	Rockvale
Fire Department-County-Station #57	5500 Elam Road	Murfreesboro
Fire Department-County-Station#65	2517 Fosterville Midland Road	Bell Buckle
Fire Department-County-Training Center	1504 West College Street	Murfreesboro
Fire Department-Volunteer-Almaville-Station #261	7691 Almaville Road	Arrington
Fire Department-Volunteer-Almaville-Station #361	5212 Weakley Lane	Mount Juliet
Fire Department-Volunteer-Almaville-Station #61	911 One Mile Lane	Smyrna
Fire Department-Volunteer-Christiana-Station #64	4031 Sledge Road	Christiana
Fire Department-Volunteer-Eagleville #66	126 South Main Street	Eagleville
Fire Department-Volunteer-Kittrell-Station #62	8067 Woodbury Pike	Readyville
Fire Department-Volunteer-Lascassas-Station #263	11381 Lascassas Pike	Milton
Fire Department-Volunteer-Lascassas-Station #63	6531 Lascassas Pike	Lascassas
Fire-Department-County-Station #60	585 Fortress Boulevard	Murfreesboro
Juvenile Detention and Service Center	1710 South Church Street	Murfreesboro
RCECD 9-1-1	591 Fortress Blvd	Murfreesboro
Sheriff's Office and Detention Center	940 New Salem Highway	Murfreesboro
Public Safety Building	6550 Highway 99	Rockvale
Public Safety Building	7691 Almaville Road	Arrington
Public Safety Building	4701 Shelbyville Pike	Murfreesboro
Public Safety Building	8067 Woodbury Pike	Readyville
Public Safety Building	6309 Lebanon Pike	Murfreesboro

UTILITIES

Heritage Propane	825 Spur Street	Murfreesboro
Horton Highway Utility District	P. O. Box 85	Chapel Hill
Colonial Pipeline	1000 Moreland Lane	Murfreesboro
Consolidated Utility District	709 New Salem Highway	Murfreesboro
Middle Tennessee Electric-Corporate Office	555 New Salem Road	Murfreesboro
Middle Tennessee Electric-District Office	326 St. Andrews Drive	Murfreesboro
Middle Tennessee Electric	205 N Walnut St	Murfreesboro
Middle Tennessee Electric-Smyrna Branch Office	317 South Lowry Street	Smyrna
Middle Tennessee Electric-Substations (25)	On File with County EMA	County Wide
Middle Tennessee Natural Gas Utility District	106 West High Street	Woodbury
Nashville Electric	1214 Church Street	Nashville
Nashville Gas	665 Mainstream Drive	Nashville
Amerigas	4505 Singer Road	Murfreesboro

COUNTY SCHOOLS

Barfield Elementary School	350 Veterans Pkwy	Murfreesboro
Blackman Elementary School	586 Fortress Blvd,	Murfreesboro
Blackman High School	3956 Blaze Dr.	Murfreesboro
Blackman Middle School	3945 Blaze Dr.	Murfreesboro
Brown's Chapel Elementary School	6128 Baker Road	Murfreesboro
Buchanan Elementary School	6050 Manchester Hwy.	Murfreesboro
Cedar Grove Elementary School	354 Chaney Road	Smyrna
Central Magnet School	701 E. Main St.	Murfreesboro
Christiana Elementary School	4701 Shelbyville Pike	Christiana
Christiana Middle School	4675 Shelbyville Pike	Christiana
Daniel-McKee Alternative School	2623 Halls Hill Pike	Murfreesboro
David Youree Elementary School	250 Todd Lane,	Smyrna
Eagleville School	500 Hwy. 99,	Eagleville
Holloway High School	619 South Highland Ave.,	Murfreesboro
HP Campus School	923 E. Lytle St.,	Murfreesboro
John Coleman Elementary School	1098 Espy Dr.	Smyrna
Kittrell Elementary School	7801 Old Woodbury Pike,	Readyville
Lascassas Elementary School	6300 Lascassas Pike,	Lascassas
LaVergne High School	250 Wolverine Trail,	LaVergne
LaVergne Lake Elementary School	201 David's Way,	LaVergne
LaVergne Middle School	382 Stones River Road,	LaVergne
LaVergne Primary School	220 Stones River Road	LaVergne
McFadden School of Excellence	221 Bridge Ave.,	Murfreesboro
Oakland High School	2225 Patriot Dr.,	Murfreesboro
Oakland Middle School	853 Dejarnette Lane,	Murfreesboro
Plainview Elementary School	7182 Otter Pond Way,	Christiana
Riverdale High School	802 Warrior Dr.,	Murfreesboro
Rock Springs Elementary School	1000 Waldron Road,	LaVergne
Rock Springs Middle School	3301 Rock Springs Road,	Smyrna
Rockvale Elementary School	6550 Hwy. 99,	Rockvale
Rockvale High School	6545 Hwy. 99,	Rockvale
Rockvale Middle School	6543 Hwy. 99,	Rockvale
Rocky Fork Elementary School	200 Thunderstorm Lane,	Smyrna
Rocky Fork Middle School	100 Thunderstorm Lane,	Smyrna
Roy Waldron School	125 Floyd Mayfield Drive,	LaVergne
Rutherford County Virtual School	100 Wise Drive,	Smyrna
Siegel High School	3300 Siegel Road,	Murfreesboro
Siegel Middle School	355 W. Thompson Lane,	Murfreesboro
Smyrna Elementary School	1001 Sam Davis Road,	Smyrna
Smyrna High School	100 Bulldog Dr.,	Smyrna
Smyrna Middle School	712 Hazelwood Dr.	Smyrna
Smyrna Primary School	200 Walnut St.,	Smyrna
Smyrna West Alternative School	12619 Old Nashville Hwy	Smyrna
Stewarts Creek Elementary School	200 Red Hawk Pkwy.,	Smyrna
Stewarts Creek High School	301 Red Hawk Pkwy.	Smyrna
Stewarts Creek Middle School	400 Red Hawk Pkwy.,	Smyrna

Stewart Elementary School
 Thurman Francis Elementary School
 Walter Hill Elementary School
 Whitworth-Buchanan Middle School
 Wilson Elementary School

10479 Old Nashville Hwy., Smyrna
 221 Todd Lane, Smyrna 37167 Smyrna
 6309 Lebanon Pike, Murfreesboro
 5555 Manchester Pike, Murfreesboro
 1545 Cutoff Road, Murfreesboro

Other County Facilities

Adult Activity Center	1130 Haley Road	Murfreesboro
Alvin C. York VA Medical Center	3400 Lebanon Pike	Murfreesboro
Animal Control (PAWS)	285 John Rice Boulevard	Murfreesboro
Archive Building	435 Rice Street	Murfreesboro
Army National Guard	2350 Armory Drive	Murfreesboro
Coin Building	124 North Maple	Murfreesboro
Community Care of Rutherford County	901 County Farm Road	Murfreesboro
Correction Department	1711-C Old Fort Parkway	Murfreesboro
County Attorney Office (Contents Only)	16 Northside Public Square	Murfreesboro
County Clerk's Smyrna Office	205 I Street	Smyrna
County Highway Department	1510 Rutledge Way	Murfreesboro
County Maintenance Building	502 Memorial Blvd.	Murfreesboro
County Operations Warehouse	6055 Miller Rd	Christiana
County Workhouse	1720 South Church Street	Murfreesboro
CSX Depot	West Main Street	Murfreesboro
Drug Court Bldg.	525 N University St	Murfreesboro
Election Commission(Voting Machine Warehouse)	426 East Vine Street	Murfreesboro
Florence Rd Bldg.	4640 Florence Rd	Murfreesboro
Goldstein/Holloway Building	1 South Public Square	Murfreesboro
Health Department-County	100 West Burton Street	Murfreesboro
Health Department-County	108 David Collins Drive	Smyrna
Historic Courthouse	Courthouse, Room 101	Murfreesboro
Historical Health Department	303 N Church Street	Murfreesboro
Human Services	1711-B Old Fort Parkway	Murfreesboro
Interior Department of National Park Service	3501 Old Nashville Highway	Murfreesboro
Judicial Building	20 Public Square North	Murfreesboro
Judicial Building Annex	26 N. Public Square	Murfreesboro
Juvenile Detention Center	1710 South Church St.	Murfreesboro
Landfill	6000 Landfill Road	Murfreesboro
Landfill Facilities	6000 Landfill Road	Murfreesboro
Lane Agriculture Park Exhibit Building	315 John R Rice Blvd.	Murfreesboro
Lane Agriculture Park Facility	315 John R Rice Blvd.	Murfreesboro
Lane Agriculture Park Show Barn	315 John R Rice Blvd.	Murfreesboro
Lascassas Community Building	Hwy. 96	Lascassas
Material Storage Building	1140 Haley Road	Murfreesboro
RC Judicial Center	116 W Lytle St	Murfreesboro
RC Justice Ctr Parking Garage	223 N. Maple St	Murfreesboro
Recycle Center Bldg.	1140 Haley Road	Murfreesboro
Rock Quarry Facilities	Hwy. 231 North	Murfreesboro
Rutherford County Office Building	319 North Maple	Murfreesboro
Saint Thomas Rutherford Hospital	1700 Medical Center Pkw	Murfreesboro

Sheriff's Firing Range	964 New Salem Highway	Murfreesboro
Sheriff's Administrative & Detention Center	940 New Salem Highway	Murfreesboro
Solid Waste Facilities	940 New Salem Highway	Murfreesboro
Solid Waste-County	4573 Singer Rd	Murfreesboro
StoneCrest Medical Center	1220 West College Street	Murfreesboro
Storage Building	200 Stonecrest Blvd	Smyrna
TDOT Rutherford County Division	911 One Mile Lane	Smyrna
Tennessee State Veterans Home	320 Battle Avenue	Murfreesboro
TN State Veterans Home	345 Compton Road	Murfreesboro
US Post Office-Christiana	345 Compton Road	Murfreesboro
US Post Office-Lascassas	1091 Church Street	Christiana
US Post Office-Murfreesboro	4682 East Jefferson Pike	Lascassas
US Post Office-S. Church Street	2255 Memorial Boulevard	Murfreesboro
US Post Office-Smyrna	825 South Church Street	Murfreesboro
Vocational Center	250 Mayfield Drive	Smyrna
	1132 Haley Road	Murfreesboro

Town of Smyrna

Airport-Smyrna	278 Doug Warpoole Road	Smyrna
Army Aviation Support Facility	607 Fitzhugh Blvd.	Smyrna
Azalea Court Assisted Living	207 Commerce Drive	Smyrna
Christian Care Center	202 East Enon Springs Road	Smyrna
Communications Tower & Generator Moore Hill	2409 Rock Springs Road	Smyrna
Community Christian Day School	185 Enon Springs Road East	Smyrna
Diversicare	200 Mayfield Circle	Smyrna
Fire Department-Smyrna-Station #1	401 West Enon Springs Road	Smyrna
Fire Department-Smyrna-Station #2	644 Fitzhugh Boulevard	Smyrna
Fire Department-Smyrna-Station #3	630 East Enon Springs Road	Smyrna
Fire Department-Smyrna-Station #4	145 South Lowry Street	Smyrna
Fire Department-Smyrna-Station #5	2200 Rock Springs Road	Smyrna
Fire Department-Smyrna-Station #6	3240 Morton Lane	Smyrna
Gas Rectifier Stations	Monroe Street	Smyrna
Health Department-Smyrna	108 David Collins Drive	Smyrna
Lancaster Christian Academy	150 Soccer Way	Smyrna
Smyrna Lift Station #1 Westfork	6015 Westfork Drive	Smyrna
Smyrna Lift Station #1R	300 Jefferson Pike	Smyrna
Smyrna Lift Station #3R	Behind Building 638 Fitzhugh Blvd.	Smyrna
Smyrna Lift Station #4R	8TH Ave & D Street	Smyrna
Smyrna Lift Station at 7949 Florence Road	Beside 7949 Florence Road	Smyrna
Smyrna Lift Station at Blue Angel/Thunderbird	Blue Angel/Thunderbird	Smyrna
Smyrna Lift Station at Carnation and Clematis Drive	Carnation Drive and Clematis Drive	Smyrna
Smyrna Lift Station at Chaney	250 Wolverine/By LHS	Smyrna
Smyrna Lift Station at Grapevine Loop	4211 Grapevine Loop	Smyrna
Smyrna Lift Station at Greentree	5600 Endurance Lane	Smyrna
Smyrna Lift Station at Gregory Mills Park	404 Enon Springs Road East	Smyrna
Smyrna Lift Station at Hidden Hills	2001 Enon Spring Road West	Smyrna
Smyrna Lift Station at High Echelon Circle	509 High Echelon Circle	Smyrna
Smyrna Lift Station at Lancaster Road	Beside 4612 Lancaster Road	Smyrna

Smyrna Lift Station at Montgomery Way & Lee Rd	3919 Montgomery Way	Smyrna
Smyrna Lift Station at Red Hawk and Morton	Red Hawk Dr and Morton	Smyrna
Smyrna Lift Station at Seven Oaks	By 1500 Clayton Ct.	Smyrna
Smyrna Lift Station at Stone Ridge	402 Chaney Road	Smyrna
Smyrna Lift Station by Glen Echo	Glen Echo by 117 Glen Echo Drive	Smyrna
Smyrna Lift Station Hills Lake	McKean Drive	Smyrna
Smyrna Lift Station on Steen Blvd	7028 Steen Blvd	Smyrna
Mayfield Manor	400 Mayfield Circle	Smyrna
Meadowlawn Manor	701 Stan Circle	Smyrna
Middle Tennessee Electric-Smyrna Branch Office	505 Nolan Drive	Smyrna
Motlow Booster Station	5000 Motlow College Blvd.	Smyrna
Motlow State Community College	5002 Motlow College Blvd.	Smyrna
Natural Gas Regulator Station	Front Street	Smyrna
Nissan Sampler Building	Enon Springs Road East	Smyrna
Nourish Food Bank	130 Richardson Street	Smyrna
Post Office-Smyrna	250 Mayfield Drive	Smyrna
Riverview Lift Station	134-136 Brandon Trail	Smyrna
Second Harvest Distribution Center	1958 Alnaville Rd	Smyrna
Sherwood Forest	200 Friar Tuck Circle	Smyrna
Smyrna Christian School	112 Division Street	Smyrna
Smyrna Public Library	400 Enon Springs Road	Smyrna
Stewarts Creek Manor	210 Sunshine Circle	Smyrna
Stonecrest Medical Center	200 Stonecrest Boulevard	Smyrna
Tennessee Rehab Center	460 9th Avenue	Smyrna
The Arbors at Azalea	205 Commerce Drive	Smyrna
The Waterford Assisted Living	10540 Cedar Grove Road	Smyrna
Smyrna Town Hall	315 S Lowry Street	Smyrna
Smyrna Building and Grounds Shop	145 B South Lowry Street	Smyrna
Smyrna Gas Department	108 G Street	Smyrna
Smyrna Golf Maintenance Shop	101 East Sam Ridley Parkway	Smyrna
Smyrna Parks Building	104 G Street	Smyrna
Smyrna Police Department	400 E. Enon Springs Road	Smyrna
Smyrna Town Hall	315 S Lowry Street	Smyrna
Smyrna Vehicle / Street Dept	102 G Street	Smyrna
Smyrna Waste -Water Treatment Plant	106 G Street	Smyrna
Smyrna Water Department	156 Sharp Springs Road	Smyrna
Smyrna Water Treatment Plant	800 Great Circle	Smyrna
Traditions of Smyrna	100 Jack Hunter	Smyrna
Waters of Smyrna	202 Enon Springs East	Smyrna
Mayfield Rehab	200 Mayfield Drive	Smyrna
Thurman Francis Arts Academy	221 Todd Lane	Smyrna

City of Lavergne

Lavergne City Hall-	5093 Murfreesboro Road	Lavergne
Fire Department-LaVergne-Station #1	169 Stones River Road	LaVergne
Fire Department-LaVergne-Station #2	609 Waldron Road	LaVergne
Fire Department-LaVergne-Station #3	Bill Stewart Boulevard	LaVergne
LaVergne Water Department	5093 Murfreesboro Road	LaVergne

LaVergne Police Department	933 Murfreesboro Road	LaVergne
LaVergne Public Works	147 International Boulevard	LaVergne
LaVergne Parks & Recreation	294 Sandhill Road	LaVergne
LaVergne Engineering & Codes Dept	5175 Murfreesboro Road	LaVergne
LaVergne Senior Center	337 Stones River Road	LaVergne
LaVergne Street Department	148 International Blvd	LaVergne
LaVergne Water Treatment Plant	700 Bon Aqua Drive	LaVergne

City of Eagleville

Eagleville City Hall	126 South Main Street	Eagleville
Medical Clinic- Eagleville	341 South Main Street	Eagleville
Post Office	100 North Maple St	Eagleville
Eagleville Fire/ Police	126 S. Main Street	Eagleville
Police	159 N. Main Street	Eagleville
Community Center	317 Old Hwy 99	Eagleville
Fire Dept	307 N. Main Street	Eagleville
Eagleville STEP System	300 Allisona Road	Eagleville
CUD Water Tank	478 S. Main Street	Eagleville
CUD STEP System	105 Nutcracker Court	Eagleville

City of Murfreesboro

ADMINISTRATION	111 W VINE ST	Murfreesboro, TN
ADMINISTRATION	205 NORTH WALNUT	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
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AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
AIRPORT	1930 MEMORIAL BLVD	Murfreesboro, TN
CHILD ADVOCACY	1040 SAMSONITE BLVD	Murfreesboro, TN

CIVIC CENTER	115 W VINE ST	Murfreesboro, TN
ENGINEERING	1037 CHERRY LANE	Murfreesboro, TN
FIRE	1311 JONES BLVD	Murfreesboro, TN
FIRE	1511 MERCURY BLVD	Murfreesboro, TN
FIRE	1730 E NORTHFIELD BLVD	Murfreesboro, TN
FIRE	220 NW BROAD ST	Murfreesboro, TN
FIRE	2302 MEMORIAL BLVD	Murfreesboro, TN
FIRE	2715 N THOMPSON LN	Murfreesboro, TN
FIRE	2880 RUNNYMEADE DR	Murfreesboro, TN
FIRE	3006 FLORENCE RD	Murfreesboro, TN
FIRE	701 BRIDGE AVENUE	Murfreesboro, TN
FIRE	802 CASON LN	Murfreesboro, TN
FIRE	2565 VETERANS PKWY	Murfreesboro, TN
FIRE	E VINE ST & S SPRING ST	Murfreesboro, TN
	1321 MEDICAL CENTER	
FIRE	PARKWAY	Murfreesboro, TN
FIRE	3924 BLAZE DRIVE	Murfreesboro, TN
FLEET	4753 FLORENCE RD	Murfreesboro, TN
FLEET	4753 FLORENCE RD	Murfreesboro, TN
FLEET	1930 MEMORIAL BLVD	Murfreesboro, TN
GOLF	1024 GOLF LN	Murfreesboro, TN
GOLF	1024 GOLF LN	Murfreesboro, TN
GOLF	1024 GOLF LN	Murfreesboro, TN
GOLF	1028 GOLF LN	Murfreesboro, TN
GOLF	1028 GOLF LN	Murfreesboro, TN
GOLF	1028 GOLF LN	Murfreesboro, TN
GOLF	1028 GOLF LN	Murfreesboro, TN
GOLF	1028 GOLF LN	Murfreesboro, TN
GOLF	3400 MEMORIAL BLVD	Murfreesboro, TN
GOLF	1207 WALTER HALE CT	Murfreesboro, TN
HERITAGE CENTER	225 W COLLEGE ST	Murfreesboro, TN
Human Resources	630 W MAIN ST	Murfreesboro, TN
LIBRARY	105 W VINE ST	Murfreesboro, TN
LIBRARY	105 W VINE ST	Murfreesboro, TN
LIBRARY	307 MINERVA DR	Murfreesboro, TN
PARKS	111 W VINE ST	Murfreesboro, TN
PARKS	111 W VINE ST	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	120 DEJARNETTE LN	Murfreesboro, TN
PARKS	2002 MEMORIAL BLVD	Murfreesboro, TN
PARKS	225 BRIDGE AVE	Murfreesboro, TN
PARKS	2310 MEMORIAL BLVD	Murfreesboro, TN

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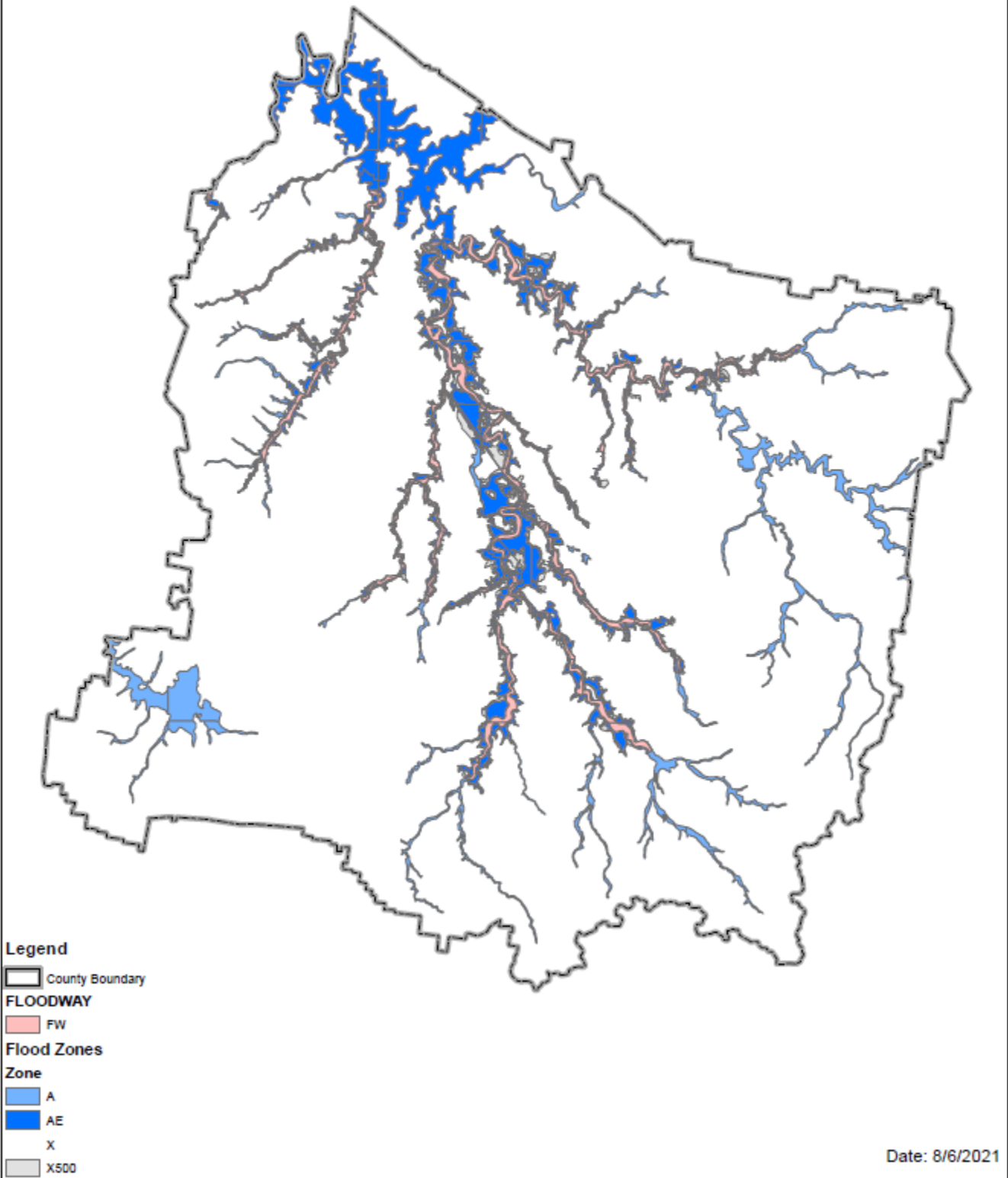
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	HWY 231 N AT CHERRY LANE	Murfreesboro, TN
PARKS	1526 W COLLEGE ST	Murfreesboro, TN
PARKS	GREENWAY	Murfreesboro, TN
PARKS	1025 OLD FORT PARKWAY	Murfreesboro, TN
PARKS	GREENWAY	Murfreesboro, TN
PARKS	GREENWAY	Murfreesboro, TN
PARKS	CASON LANE TRAILHEAD	Murfreesboro, TN
PARKS	GENERAL BRAGG TRAIL	Murfreesboro, TN
PARKS	OAKLANDS PARK	Murfreesboro, TN
PARKS	ROGERS PARK	Murfreesboro, TN
POLICE	1004 N HIGHLAND AVE	Murfreesboro, TN
POLICE	302 S CHURCH ST	Murfreesboro, TN
POLICE	308 N CHURCH ST	Murfreesboro, TN
POLICE	316 S CHURCH ST	Murfreesboro, TN
POLICE	906 INDUSTRIAL DR	Murfreesboro, TN
SCHOOLS	1031 JONES BLVD	Murfreesboro, TN
SCHOOLS	1330 CASON LN	Murfreesboro, TN
SCHOOLS	135 W THOMPSON LN	Murfreesboro, TN
SCHOOLS	1715 GREENLAND DR	Murfreesboro, TN
SCHOOLS	1715 GREENLAND DR	Murfreesboro, TN
SCHOOLS	1753 S RUTHERFORD BLVD	Murfreesboro, TN
SCHOOLS	2340 SAINT ANDREWS DR	Murfreesboro, TN
SCHOOLS	2552 S CHURCH ST	Murfreesboro, TN
SCHOOLS	307 S BAIRD LN	Murfreesboro, TN
SCHOOLS	1165 MIDDLE TENNESSEE BLVD	Murfreesboro, TN
SCHOOLS	429 OTTER TRL	Murfreesboro, TN
SCHOOLS	511 MERCURY BLVD	Murfreesboro, TN
SCHOOLS	550 W NORTHFIELD BLVD	Murfreesboro, TN
SCHOOLS	710 NEW SALEM HWY	Murfreesboro, TN
SCHOOLS	745 DEJARNETTE LN	Murfreesboro, TN
SCHOOLS	1302 JONES BLVD	Murfreesboro, TN
SCHOOLS	1302 JONES BLVD	Murfreesboro, TN
SCHOOLS	34000 ST BERNARD WAY	Murfreesboro, TN
SENIOR CENTER	325 ST CLAIR ST	Murfreesboro, TN
SENIOR CENTER	325 ST CLAIR ST	Murfreesboro, TN
SENIOR CENTER	325 ST CLAIR ST	Murfreesboro, TN
SOLID WASTE	4765 FLORENCE RD	Murfreesboro, TN
SOLID WASTE	4765 FLORENCE RD	Murfreesboro, TN
SOLID WASTE	4765 FLORENCE RD	Murfreesboro, TN
SOLID WASTE	4765 FLORENCE RD	Murfreesboro, TN
STREETS	311 OVERALL ST	Murfreesboro, TN

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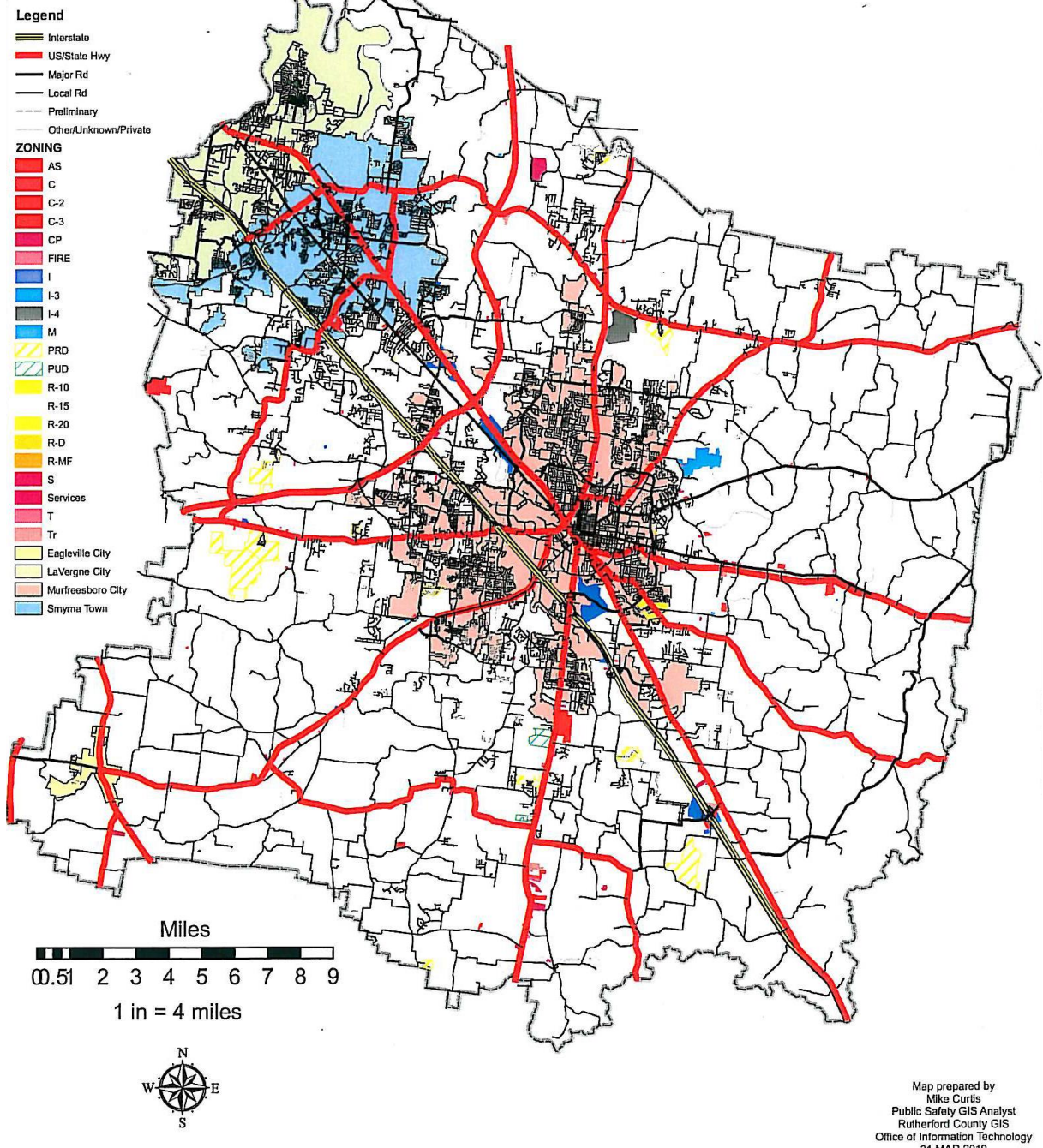
APPENDIX 6

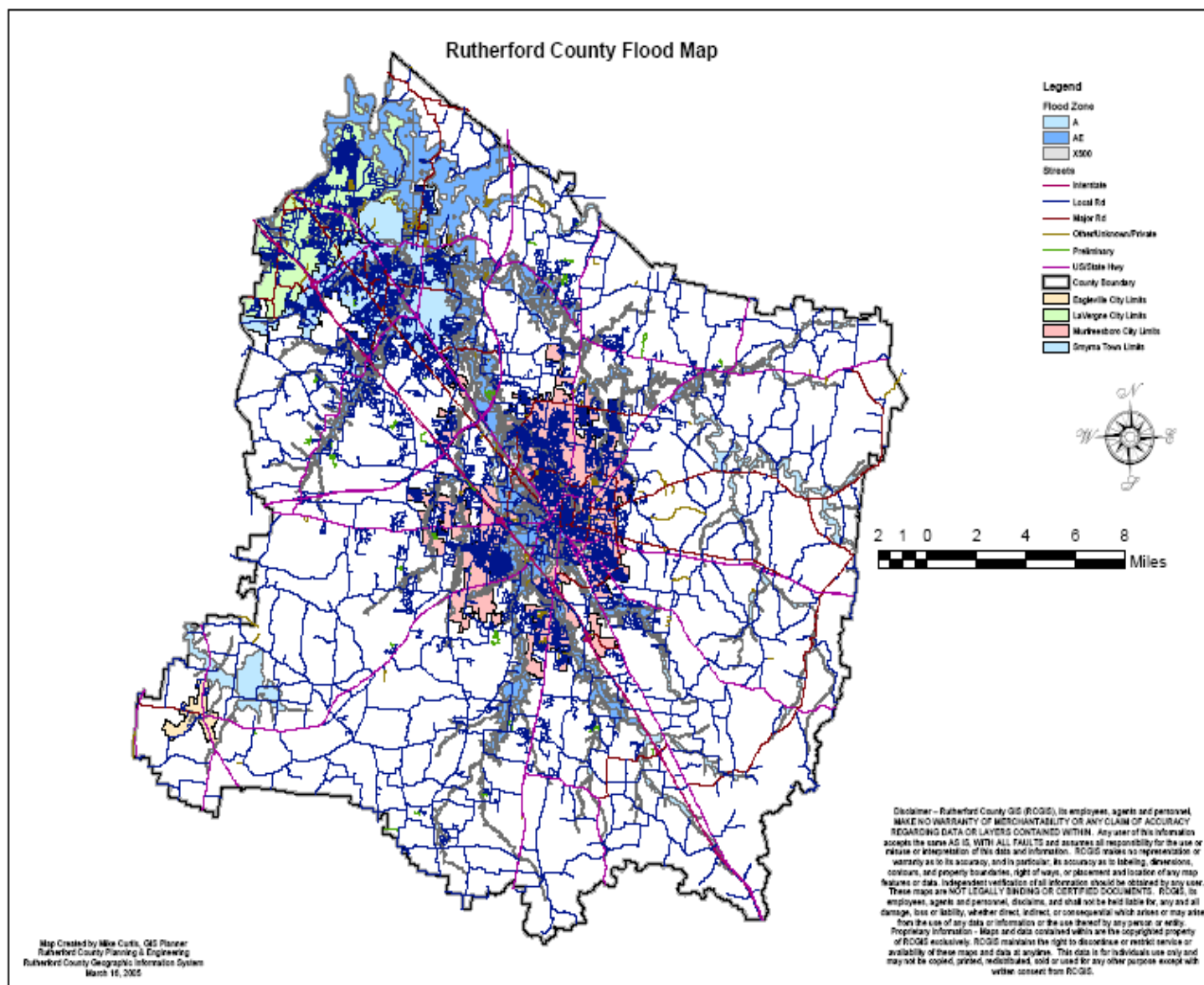
Other Maps

Rutherford County Flood Zones



Rutherford County Land Zoning





Rutherford County Commission



Legend

County Commission

District, COM_NAME

01, David Gammon	07, Mike Kusch	14, Virgil M. Gammon
02, Steve Percy	08, Pettus Read	15, Craig Harris
03, Michael Wrather	09, Joe Gourley	16, Phil Dodd
04, Robert Peay Jr.	10, Wayne Blair	17, Jeff Phillips
05, Carol Cook	11, Rhonda Allen	18, Allen McAdoo
06, Veronica Buchanan	12, Robert Stevens	19, Rod Key
	13, Paul Johnson	20, William T. Gooch
		21, Chantho Sourinho

Date: 8/6/2021

Rutherford County Drainage Basins

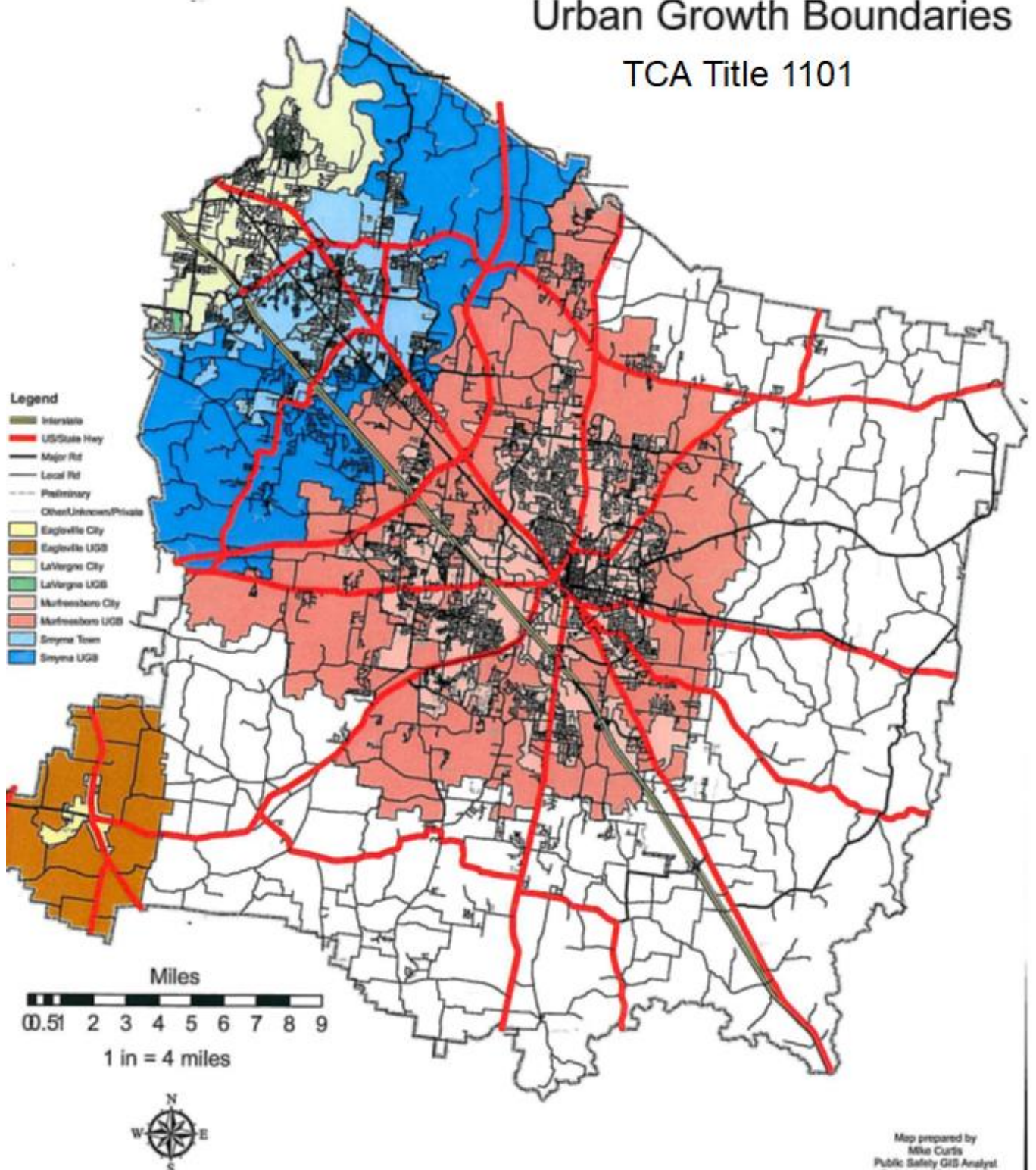


Rutherford County and Adjacent Counties



Date: 8/6/2021

Rutherford County Urban Growth Boundaries TCA Title 1101



APPENDIX 7

Resolutions

2022 Plan Adoptions

PENDING STATE AND FEDERAL APPROVAL
Old adoptions are still attached.

RESOLUTION ADOPTING THE 2016 REVISION OF THE

RUTHERFORD COUNTY HAZARDOUS MITIGATION PLAN

WHEREAS, Rutherford County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazardous mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazardous mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the Rutherford County Hazardous Mitigation Plan must be revised and approved on a scheduled period of every five years; and

WHEREAS, Rutherford County participated jointly in the planning process with the other local units of government within the County to prepare the Hazardous Mitigation Plan; and

WHEREAS, the Federal Emergency Management Agency has reviewed the revision of the Rutherford County Hazardous Mitigation Plan and determined that this revision is compliant with federal standards in 44 CFR 201.6(b)-(d) subject to formal community adoption.

NOW, THEREFORE, BE IT RESOLVED that the Rutherford County Board of Commissioners hereby adopts the 2016 Rutherford County Hazardous Mitigation Plan as an official plan, a copy of said Hazardous Mitigation Plan being attached hereto as Exhibit "1" and incorporated herein at length verbatim as if set forth herein.

BE IT FURTHER RESOLVED that the Rutherford County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Hazardous Mitigation Plan to the Federal Emergency Management Agency officials through TEMA for final review and approval.

RESOLVED this 17th day of November, 2016.

RUTHERFORD COUNTY, TENNESSEE

ATTEST:


LISA DUKE CROWELL, County Clerk

BY: 
ERNEST G. BURGESS, Chairman

Resolution No. 2020-002

A Resolution of the City of Eagleville, Tennessee
Adopting the 2016 Rutherford County Hazard Mitigation Plan

WHEREAS, the City of Eagleville recognizes the threat that natural hazards pose to people and property; and,

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and,

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and,

WHEREAS, the Rutherford County Hazard Mitigation plan must be revised and approved on a scheduled period of every five years; and,

WHEREAS, the City of Eagleville participated jointly in the planning process with the other local units of government within Rutherford County to prepare the Hazard Mitigation Plan; and,

WHEREAS, in a letter dated April 28, 2017, confirming that the Federal Emergency Management Agency has reviewed the revisions of the Rutherford County Hazard Mitigation Plan and determined that this revision is compliant with federal standards in 44 CFR 201.6 for a period of five (5) years, to April 27, 2022, subject to formal community adoption.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF EAGLEVILLE, TENNESSEE hereby adopts the 2016 Rutherford County Hazard Mitigation Plan as an official plan, a copy of said Hazard Mitigation Plan being attached hereto as Exhibit I and incorporated herein at length verbatim as if set forth herein. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this 27th day of February 2020.

WHEREUPON, Mayor Leeman declared the Resolution adopted, affixed his signature and the date thereto, and directed that the same be recorded.



Chad Leeman, Mayor

2/27/20

Date



Attested by: Phillip Dye, City Recorder

Approved as to Form and Legality:



James A. Turner, City Attorney

RESOLUTION #2018-15

A RESOLUTION TO ADOPT THE RUTHERFORD COUNTY HAZARD MITIGATION PLAN.

WHEREAS, the City of La Vergne recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking Hazard Mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of La Vergne participated jointly in the planning process with the other local units of government within the County to prepare the Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN:

SECTION 1. That the City of La Vergne hereby adopts the Rutherford County Hazard Mitigation Plan as an official plan; and

SECTION 2. That the Rutherford County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Rutherford County Multi-jurisdiction Hazard Mitigation Plan to Federal Emergency Management Agency officials for final review and approval.

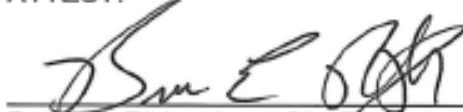
SECTION 3. That this resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 3rd day of July, 2018.



Dennis Waldron, Mayor

ATTEST:



Bruce E. Richardson, City Recorder

RESOLUTION 20-R-02 adopting the 2016 Revision of the Rutherford County Hazard Mitigation Plan.

WHEREAS, the City of Murfreesboro recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the Rutherford County Hazard Mitigation Plan must be revised and approved on a scheduled period of every five years; and

WHEREAS, the City of Murfreesboro participated jointly in the planning process with the other local units of government within Rutherford County to prepare the Hazard Mitigation Plan; and

WHEREAS, in a letter dated April 27, 2017, that the Federal Emergency Management Agency has reviewed the revision of the Rutherford County Hazard Mitigation Plan and determined that this revision is compliant with federal standards in 44 CFR 20 1.6(b)-(d) subject to formal community adoption.

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

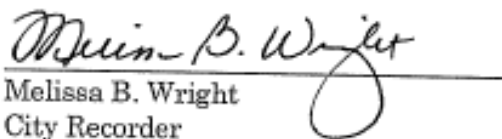
SECTION 1. The City of Murfreesboro hereby adopts the 2016 Rutherford County Hazard Mitigation Plan as an official plan, a copy of said Hazardous Mitigation Plan being attached hereto as Exhibit "1" and incorporated herein at length verbatim as if set forth herein.

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

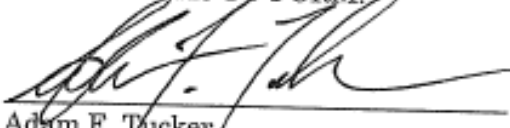
Passed: February 27, 2020


Shane McFarland, Mayor

ATTEST:


Melissa B. Wright
City Recorder

APPROVED AS TO FORM:


Adam F. Tucker
City Attorney

TOWN OF SMYRNA, TENNESSEE
RESOLUTION #18- 31

A RESOLUTION adopting the 2016 Revision of the Rutherford County Hazard Mitigation Plan.

WHEREAS, the Town of Smyrna recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the Rutherford County Hazard Mitigation Plan must be revised and approved on a scheduled period of every five years; and

WHEREAS, the Town of Smyrna participated jointly in the planning process with the other local units of government within Rutherford County to prepare the Hazard Mitigation Plan; and

WHEREAS, in a letter dated April 27, 2017, that the Federal Emergency Management Agency has reviewed the revision of the Rutherford County Hazard Mitigation Plan and determined that this revision is compliant with federal standards in 44 CFR 201.6(b)-(d) subject to formal community adoption.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Smyrna hereby adopts the 2016 Rutherford County Hazard Mitigation Plan as an official plan, a copy of said Hazardous Mitigation Plan being attached hereto as Exhibit "1" and incorporated herein at length verbatim as if set forth herein.

ADOPTED by the Town Council the 13th day of November, 2018.

TOWN OF SMYRNA, TENNESSEE



MARY ESTHER REED, Mayor

ATTEST: Dianne Waldron
DIANNE WALDRON, Town Clerk

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Resolution Ratifying Charter Amendment to Create Community Investment Trust

Department: Legal Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amendment the City's Charter adding Section 4C authorizing Council to create the Community Investment Trust

Staff Recommendation

Adopt Resolution 22-R-19 adopting the Charter amendment.

Background Information

On February 16, 2022, Council passed Resolution 22-R-05, requesting the Tennessee General Assembly enact a Private Act amending the Murfreesboro City Charter to authorize the creation of a Community Investment Trust by City Council.

On April 25, 2022, the 112th Session of the Tennessee General Assembly passed House Bill No. 2903. This legislation amended the Charter consistent with Resolution 22-R-05. Governor Bill Lee signed this legislation as Chapter 62 of the Private Acts of 2022.

Section 4 of Private Chapter 62 provides the act shall have no effect—and, thus, will not amend the Murfreesboro City Charter—unless the act is approved by a 2/3 vote of the Council.

If passed, Resolution 22-R-19 ratifies Chapter 62 of the Private Acts of 2022 enacted by the 112th Session of the Tennessee General Assembly and signed into law by Governor Bill Lee and amend the City's Charter by adding a new Section 4C, which will authorize City Council to create the Community Investment Trust.

Fiscal Impact

Amending the City Charter as authorized in Private Chapter 62 will create a trust fund to support the City and its residents.

Attachments

Resolution 22-R-19 ratifying Chapter 62 of the Private Acts of 2022 enacted by the 112th Session of the Tennessee General Assembly.

RESOLUTION 22-R-19 ratifying Chapter 62 of the Private Acts of 2022 enacted by the 112th Session of the Tennessee General Assembly.

WHEREAS, on February 16, 2022, the Murfreesboro City Council passed Resolution 22-R-05, requesting the Tennessee General Assembly to pass a Private Act amending the Murfreesboro City Charter to authorize the creation of a Community Investment Trust by City Council; and

WHEREAS, on April 25, 2022, the 112th Session of the Tennessee General Assembly passed House Bill No. 2903, the intent of which is to amend the Murfreesboro City Charter as requested by the Murfreesboro City Council in Resolution 22-R-05; and

WHEREAS, on May 25, 2022, Governor Bill Lee signed House Bill No. 2903 into law as Chapter 62 of the Private Acts of 2022 (“Private Chapter No. 62”), a true copy of which is attached hereto as Exhibit A; and

WHEREAS, Section 4 of Private Chapter 62 provides the act shall have no effect—and, thus, will not amend the Murfreesboro City Charter—unless the act is approved by a two-thirds (2/3) vote of the Murfreesboro City Council; and

WHEREAS, the Murfreesboro City Council desires to amend the Murfreesboro City Charter as set forth in Private Chapter No. 62.

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

SECTION 1. The Murfreesboro City Council ratifies and approves Public Chapter No. 62 as required by Section 4 of Private Chapter 62.

SECTION 2. Upon passage, the Mayor is authorized and directed to certify City Council’s ratification and approval of Public Chapter No 62 to the Secretary of State in accordance with Tenn. Code Ann. §8-3-202.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption by a two-thirds (2/3) vote of the legislative body of the City of Murfreesboro, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker,
City Attorney

EXHIBIT A

Chapter 62 of the Tennessee Private Acts of 2022



To all to whom these Presents shall come, Greeting:

*I, Tre Hargett, Secretary of State of the State of Tennessee,
do hereby certify that the annexed is a true copy of*

Private Chapter No. 62

House Bill No. 2903

Senate Bill No. 2923

112th General Assembly



*the original of which is now on file and a matter
of record in this office. In Testimony Whereof,
I have hereunto subscribed my official signature
and by order of the Governor affixed the Great
Seal of Tennessee at the Department
in the City of Nashville,
this 3rd day of June, A.D. 2022.*


Tre Hargett, Secretary of State



State of Tennessee

PRIVATE CHAPTER NO. 62

HOUSE BILL NO. 2903

By Representatives Baum, Rudd

Substituted for: Senate Bill No. 2923

By Senator Reeves

AN ACT to amend Chapter 429 of the Private Acts of 1931; and any other acts amendatory thereto, relative to creating and funding certain trusts and accounts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 429 of the Private Acts of 1931; and any other acts amendatory thereto, is amended by adding the following new Article III, Section 4C:

Section 4C - Community Investment Trust; restricted assets; annual distributions; unrestricted investment income; investment power.

(1) **Community Investment Trust.** Full power and authority is hereby given to the city to create a perpetual and irrevocable trust, which shall be funded from proceeds from the sale of the city's electric distribution system, including, as more specifically provided in subsection (2), portions of the initial payment and installment payments, and to appoint a board of trustees to invest and expend the assets of said trust in accordance with this Section 4C. The general purpose of such trust fund (hereinafter, the "Community Investment Trust") shall be:

(a) To support projects and programs of the city or other nonprofit institutions that benefit the city's inhabitants and improve or enhance the quality of life of the city's inhabitants or aid civic or other public improvements;

(b) To promote and advance the social welfare of the inhabitants of the city;

(c) To promote and support educational and recreational programs, facilities, and opportunities;

(d) To promote and support economic development and employment opportunities within the city;

(e) To fund public works; and

(f) To advance the general welfare of the city and its residents.

Subject to the limitations set forth in this Section 4C and Tennessee Code Annotated, § 6-54-111, the city council shall have the authority to adopt ordinances and resolutions and approve such declarations of trust, reasonable and necessary to create and maintain the trust in accordance with its stated purpose.

For budgeting, audit, and financial reporting purposes, the Community Investment Trust shall be deemed a component unit of the city.

(2) **Schedule for funding Community Investment Trust from sale proceeds.** The city council shall make funding payments to the Community Investment Trust ("Funding Payments") from the proceeds from the sale of the city's electric distribution system in accordance with the following Funding Payment schedule:

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Funding Payment Schedule

Payment from MTEMC	Due Date	Amount of Payment
Initial Payment	July 1, 2020	\$24,864,742.00
Installment Payment # 1	July 1, 2021	\$7,040,133.78
Installment Payment # 2	July 1, 2022	\$9,290,133.78
Installment Payment # 3	July 1, 2023	\$10,040,133.78
Installment Payment # 4	July 1, 2024	\$10,290,133.78
Installment Payment # 5	July 1, 2025	\$10,540,133.78
Installment Payment # 6	July 1, 2026	\$13,315,133.78
Installment Payment # 7	July 1, 2027	\$16,040,133.78
Installment Payment # 8	July 1, 2028	\$16,540,133.78
Installment Payment # 9	July 1, 2029	\$17,040,133.78
Installment Payment # 10	July 1, 2030	\$17,290,133.78
Installment Payment # 11	July 1, 2031	\$17,290,133.78
Installment Payment # 12	-July 1, 2032	\$17,290,133.78
Installment Payment # 13	July 1, 2033	\$17,290,133.78
Installment Payment # 14	July 1, 2034	\$17,290,133.78
Installment Payment # 15	July 1, 2035	\$17,290,133.78

Funding Payments made from proceeds received by the city before the effective date of this Section 4C shall be made to the Trust within ninety (90) days of such effective date or of the city council's approval of the declaration of trust establishing the Community Investment Trust (hereinafter referred to as "Community Investment Trust Agreement"), whichever is later. All other funding payments shall be made to the Trust within thirty (30) days of the corresponding installment payment.

(3) **No tax revenue, special assessments, fee income, fines, or monetary penalties to be allocated to trust.** The city is prohibited from appropriating, transferring, or otherwise allocating any tax revenue, special assessment, fee income, fine, or monetary penalty collected to the Community Investment Trust. In addition, the city is prohibited from appropriating, transferring, or otherwise allocating the proceeds from the sale of city property, where such property was purchased, in whole or in part, with tax revenue or revenue derived from special assessments, fees, fines, or monetary penalties.

(4) **Allocation of other funds to the trust.** Except as prohibited by subsection (3) or as may otherwise be prohibited by applicable state law, federal law, or contract, the city council may, by ordinance, appropriate and contribute additional funds to the Community Investment Trust.

(5) **Board of trustees.** The Community Investment Trust shall be managed and governed by a board, whose members shall be trustees of the Trust. The board of trustees shall consist of seven (7) members appointed by the city council in accordance with this subsection (5) and the Community Investment Trust Agreement.

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No person shall be eligible for appointment to the board of trustees unless such person resides within the city; any member who subsequently comes to reside outside the city shall vacate the office.

No more than one (1) current member of the city council may serve on the board of trustees at any time. In addition, no person appointed to serve on any other board or commission of the city, nor any person hired as an officer or employee of the city, shall be eligible to serve on the board of trustees.

Members of the board may be removed by the board in accordance with the terms of the Community Investment Trust Agreement, and all vacancies occurring as a result of death, resignation, or removal in the membership of said board shall be filled in accordance with the Community Investment Trust Agreement.

The members of the board of trustees shall serve in such capacity without compensation.

Subject to the limitations set forth in this Section 4C and the Community Investment Trust Agreement, the board of trustees shall have the authority to adopt policies and take all other lawful actions reasonable and necessary to exercise the powers granted herein. In addition, upon the request of the board of trustees, the city may loan city employees to the board of trustees, without charge to the trust, to carry out administrative, clerical, and other functions related to the fund as directed by the board. In addition, the board of trustees is specifically empowered to employ legal, accounting, auditing, and financial professionals reasonably necessary to carry out the functions and purposes of the plan and to negotiate the fees for such professional services, which, notwithstanding any provision to the contrary in this Section 4C, may be paid from the trust's assets.

No part of the net earnings of the Community Investment Trust shall inure to the benefit of or be distributable to the members of the board of trustees, its officers, or any city official or employee.

(6) Restricted assets. The Funding Payments, along with any additional funds transferred to the trust pursuant to subsection (4), shall constitute the principal and restricted assets of the Community Investment Trust. The board of trustees shall not access, distribute, or otherwise expend such principal except as otherwise provided in this Section 4C.

(7) Investment power. Consistent with advancing the purpose of the Community Investment Trust in perpetuity, the board of trustees shall invest the trust's assets at the highest and best practical return of income and in accordance with requirements of the Tennessee Uniform Prudent Investor Act of 2002 and any other applicable law imposing duties and responsibilities upon fiduciaries. Notwithstanding the foregoing, the board of trustees shall invest the trust investments in accordance with an investment policy, approved by the board of trustees, that is in all respects consistent with the requirements and limitations imposed on the board of trustees of the Tennessee Consolidated Retirement System in Tennessee Code Annotated, § 8-37-104(a) and (c). Subject to the limitations in this subsection, the board of trustees, or its nominee, shall have full power to hold, purchase, sell, assign, transfer, or dispose of any of the securities or investments in which the trust's assets have been invested, including the purchasing and selling of stock options, as well as of the proceeds of such investments and any money belonging to such trusts.

(8) Financial reports; budget. The board of trustees shall, on an annual basis, provide the city council and city finance director with complete audited financial statements for the Community Investment Trust, accurately reflecting the condition of the fund and the investments then made. The board must also provide quarterly investment statements to the city council and the city finance director and provide any other financial information as may be reasonably requested by the city council or city finance director. In addition, the board must

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present to the city council for informational purposes only an annual budget setting forth the amount of income from the trust anticipated for the next fiscal year and the proposed distributions and operational expenditures. Such budget shall be presented at the same time that all other city departments and boards present their budgets to the city council. The city council shall have no authority to approve or disapprove the budget of the board of trustees; provided, however, the city council may bring suit in the chancery court for Rutherford County should the city council believe, as demonstrated by an affirmative vote of a majority of the whole membership of city council, that the annual budget adopted by the board of trustees or any other action of the board of trustees fails to comply with applicable state or federal law, this Section 4C, or the Community Investment Trust Agreement.

(9) **Annual distributions.** Notwithstanding anything in this Section 4C to the contrary, no later than April 30, 2023, and each April 30th thereafter, the board of trustees shall distribute from the Community Investment Trust an amount equal to five percent (5%) of the trust fund's total fair market value, as of the preceding December 31st, less any administrative and investment expenses authorized under subsection (5) and incurred in the prior calendar year. Such distributions shall be made in the following proportions:

- Eighty-five percent (85%) to the city's general fund; and
- Fifteen percent (15%) to one (1) or more nonprofit, charitable organizations that serve city residents, as directed by and in such amounts identified by a community board established by ordinance of the city council.

The board of trustees shall have the authority to refuse to make a distribution to any entity or person where there is substantial and material evidence indicating that the distribution proposed by the community board would violate:

- (i) Tennessee Code Annotated, § 6-54-111, or other applicable state or federal law;
- (ii) This Section 4C; or
- (iii) The Community Investment Trust Agreement.

All amounts distributed to the city's general fund must be appropriated by the city council for the city's next fiscal year to further the purposes of the Community Investment Trust. Such distributions and appropriations shall continue annually until such time the total fair market value of the Community Investment Trust as of December 31st falls below ten million dollars (\$10,000,000.00), in which case the trust shall be terminated as provided in subsection (10).

(10) **Termination of trust; final distribution.** The trust shall be maintained in perpetuity except as otherwise provided in this subsection.

(a) In the event the total fair market value of the Community Investment Trust as of December 31st in any year following the trust's creation falls below ten million dollars (\$10,000,000.00), the board of trustees shall distribute the trust fund's remaining assets to the city. Such distribution shall be made no later than the following June 30th. Thereafter, the board of trustees and city council are further empowered to take all reasonable and necessary actions to terminate the trust within one (1) year of the final distribution.

(b) In the event a majority of the qualified voters of the city voting in an election approve the termination of the Community Investment Trust pursuant to an initiative under Section 26 of this Act or a referendum on a duly enacted ordinance in accordance with Section 27 of this Act, the

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board of trustees and city council are further empowered to take all reasonable and necessary actions necessary to:

- (i) Convert the fund's assets to cash deposits;
- (ii) Transfer title to such deposits to the city; and
- (iii) Terminate the trust within one (1) year of the election.

SECTION 2. Chapter 429 of the Private Acts of 1931; and any other acts amendatory thereto, is amended by adding the following new Article III, Section 4D:

Section 4D - Park and recreation restricted account.

(1) **Park and Recreation Restricted Account.** The city council shall restrict certain funds in an account within the city's general fund as specified in this Section 4D, subject to the exception set forth in subsection (4). Such account shall be funded from proceeds from the sale of the city's electric distribution system, including, as more specifically provided in subsection (2), portions of the Initial Payment and first three (3) Installment Payments, and to invest and expend the assets of said trust fund in accordance with this Section 4D. The general purpose of the funds in this restricted account (hereinafter, the "Park and Recreation Restricted Account") shall be to pay for the acquisition of land for, and the design and construction of, parks and recreational facilities within the city. Except as otherwise provided in this Section 4D, the Park and Recreation Restricted Account shall be administered in accordance with Article XII of this Charter and as otherwise provided by law or city policy governing funds.

(2) **Schedule for funding Park and Recreation Restricted Account.** The city council shall make funding payments to the Park and Recreation Restricted Account ("Funding Payments") from the proceeds from the sale of the city's electric distribution system in accordance with the following schedule:

<u>Funding Payment Schedule for Park and Recreation Restricted Account</u>		
Payment from MTEMC	Due Date	Amount of Payment
Initial Payment	July 1, 2020	\$2,000,000.00
Installment Payment # 1	July 1, 2021	\$1,750,000.00
Installment Payment # 2	July 1, 2022	\$1,000,000.00
Installment Payment # 3	July 1, 2023	\$250,000.00

(3) **Additional funding.** The city council may appropriate, transfer, or otherwise allocate any tax revenue, special assessment, fee income, fine, monetary penalty, or other revenue, including proceeds from the sale of city property, to the Park and Recreation Restricted Account.

(4) **Restricted use.** The Funding Payments, along with any additional funds appropriated for the Park and Recreation Restricted Account pursuant to subsection (3), shall be used for the sole purpose of financing the acquisition of land for and the design and construction of parks and recreational facilities within the city. Notwithstanding the foregoing, the city council may appropriate money from the Park and Recreation Restricted Account for any lawful purpose in the event of a financial emergency declared pursuant to a resolution approved by a two-thirds (2/3) vote of the whole membership of the city council. For purposes of this subsection (4), a "financial emergency" means circumstances in which the ad valorem real property tax revenue due and paid during the preceding calendar year was at least five percent (5%) below budget projections for that year.

SECTION 3. Chapter 429 of the Private Acts of 1931; and any other acts amendatory thereto, is amended by adding the following new Article III, Section 4E:

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Section 4E - Transportation Restricted Account.

(1) **Transportation Restricted Account.** The city council shall restrict certain funds in an account within the city's general fund as specified in this Section 4E, subject to the exception set forth in subsection (4). Such account shall be funded from proceeds from the sale of the city's electric distribution system, including, as more specifically provided in subsection (2), portions of the Initial Payment and first six (6) Installment Payments, and to invest and expend the assets of said trust fund in accordance with this Section 4E. The general purpose of such fund (hereinafter, the "Transportation Restricted Account") shall be to fund transportation projects that directly benefit the city and its residents, including the construction of roads and bridges within the city's urban growth boundary. Except as otherwise provided in this Section 4E, the Transportation Restricted Account shall be administered in accordance with Article XII of the Charter and as otherwise provided by law or city policy governing funds.

(2) **Schedule for funding Transportation Restricted Account.** The city council shall make funding payments to the Transportation Restricted Account ("Funding Payments") from the proceeds from the sale of the city's electric distribution system in accordance with the following schedule:

Funding Payment Schedule for Transportation Restricted Account

Payment from MTEMC	Due Date	Amount of Payment
Initial Payment	July 1, 2020	\$10,000,000.00
Installment Payment # 1	July 1, 2021	\$5,000,000.00
Installment Payment # 2	July 1, 2022	\$5,000,000.00
Installment Payment # 3	July 1, 2023	\$5,000,000.00
Installment Payment # 4	July 1, 2024	\$5,000,000.00
Installment Payment # 5	July 1, 2025	\$5,000,000.00
Installment Payment # 6	July 1, 2026	\$2,475,000.00

(3) **Additional funding.** The city council may appropriate, transfer, or otherwise allocate any tax revenue, special assessment, fee income, fine, monetary penalty, or other revenue, including proceeds from the sale of city property, to the Transportation Restricted Account.

(4) **Restricted use.** The Funding Payments, along with any additional funds appropriated for the Transportation Restricted Account pursuant to subsection (3), shall be used for the sole purpose of financing the acquisition of land for and the design and construction of transportation projects to directly benefit the city and its residents, including the construction of roads and bridges within the city's urban growth boundary. Notwithstanding the foregoing, the city council may appropriate money from the Transportation Restricted Account for any lawful purpose in the event of a financial emergency declared pursuant to a resolution approved by a two-thirds (2/3) vote of the whole membership of the city council. For purposes of this subsection, a "financial emergency" means circumstances in which the ad valorem real property tax revenue due and paid during the preceding calendar year was at least five percent (5%) below budget projections for that year.

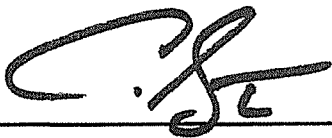
SECTION 4. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Murfreesboro. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

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SECTION 5. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 4.

HOUSE BILL NO. 2903

PASSED: April 25, 2022



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 25th day of May 2022



BILL LEE, GOVERNOR

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Sewer Allocation Variance- 285 N. Rutherford Blvd. – Albion Residential

Department: Planning

Presented by: Greg McKnight, Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu). The proposed increase is equivalent to an additional 13.5 sfu's/acre greater than the 9.0 sfu's/acre permitted by the ordinance and an increase of 6.75 sfu's/acre greater than the existing density of 15.75 dwelling units/acre, for a total of 22.5 sfu's/acre.

Background Information

The Planning Department has received an inquiry regarding a rezoning request for the existing apartment complex located at 285 North Rutherford Boulevard. The property is currently zoned a combination of Planned Residential District (PRD) and RM-16 (Residential Multi-Family District 16). The applicants wish to "bifurcate" the existing 108 4-bedroom/4-bath units within this complex. These units would be converted into studio, 1-bed/1-bath, and 2-bed/2-bath units. Because the proposed "bifurcation" will result in additional units above what the current zoning allows, the applicant proposes to zone the entire property to PRD.

The ordinance only allows 9.0 sfu's/acre for multi-family developments. (The property's current density was approved prior to the adoption of the Sewer Allocation Ordinance.) The property is 16 acres in size and thus is allowed 144 sfu's. The current density of the facility is equivalent to 252 sfu's (or 15.75 dwelling units/acre) which is already in excess of what is allowed by the ordinance by 108 sfu's ($252 - 144 = 108$). The bifurcation will result in 360 total dwelling units, which equates to 22.5 sfu's/acre. Overall, this is equivalent to an additional 13.5 sfu's/acre greater than the 9.0 sfu's/acre permitted by the ordinance and an increase of 6.75 sfu's/acre greater than the existing density of 15.75 dwelling units/acre, for a total of 22.5 sfu's/acre. Despite the increased density, the number of bedrooms and bathrooms are each decreasing by 162, and it is anticipated that the proposed bifurcation will actually reduce sewer consumption as a result. Staff views the advantages of reduced sanitary sewer usage

and the investment into an aging multi-family property of greater benefit than the requested additional number of units above what is allowed by the ordinance.

Council Priorities Served

Improve economic development

The approval of the sewer variance will help to facilitate the proposed investment into this aging multi-family development.

Concurrence

MWRD concurs with the request based on sewer system capacity and also on the estimated reduction in sewer usage, provided that all existing fixtures are replaced with low-flow fixtures. In addition, the Water Resources Board voted to recommend approval of this variance request at its March 22, 2022 meeting.

Fiscal Impact

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

Attachments

1. Request letter from applicant
2. Memo from MWR Board agenda
3. Map of property



Site

RAGLAND AVE

WALKER CT

GREEK ROW

CITY VIEW DR

N RUTHERFORD BLVD

CENTRAL BLVD

YEARWOOD AVE

ANCHOR ST

LOUISE ST

ARNETTE ST

DILL LN





April 7, 2022

Mr. Greg McKnight
Planning Director
111 West Vine Street
Murfreesboro, TN 37130
gregmcknight@murfreesborotn.com

Re: Sewer Allocation Variance Request
Albion Residential
Campus Crossing
285 N. Rutherford Blvd. Apts (NRB)
Murfreesboro, TN

Dear Mr. McKnight,

Albion Residential requests a sewer variance for the Campus Crossing Apartments located at 285 N Rutherford Boulevard.

This existing multi-family housing property contains 252 units split on two parcels:

1. 60 units on 4.25 acres zoned RM-16 with a density of 14.11 units/acre
2. 192 units on 11.75 acres zoned P.R.D. with a density of 16.34 units/acre

We propose incorporating the RM-16 parcel into the P.R.D. so that we may bifurcate the 4-bedroom units into a mix of studio, 1-bedroom, and 2-bedroom units. The rezone would bring the total property to 360 units on 16 acres with a density of 22.5 units/acre.

Existing Unit Mix		
Type	Unit SF	Count
2BR/2BA	890	48
3BR/3BA	1198	96
4BR/4BA	1440	108
Total Units		252
Total Bedrooms		816

New Unit Mix		
Type	Unit SF	Count
2BR/2BA	890	48
3BR/3BA	1198	96
Studio	430	54
1BR/1BA	770	108
2BR/2BA	990	54
Total Units		360
Total Bedrooms		654

Due to the increased density on the property, we are requesting a sewer allocation variance. While the number of units on the property will increase, we are decreasing the number of bedrooms and bathrooms by 162 each. This equates to 324 persons being reduced from the maximum occupancy of the property, and therefore less sewer usage.

1900 Spring Rd #216
Oak Brook, IL 60523
albion-residential.com

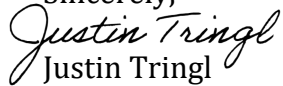




I have attached to this request a letter from Salas O'Brien engineering stating that the decrease in fixtures on this property will result in a lower water supply fixture unit (WSFU) being necessary, and therefore reduce the output sewer capacity. In conjunction with lowering the residential capacity of the property, the renovation will also include replacing all water fixtures with low flow fixtures.

Our proposal reduces both the number of occupants using water on the property as well as the number of water fixtures, both reducing overall sewage flow.

Thank you for the opportunity to submit this variance request. Do not hesitate to reach out with questions or to request further information.

Sincerely,

Justin Tringl
Director of Development
Albion Residential

1900 Spring Rd #216
Oak Brook, IL 60523
albion-residential.com



March 25, 2022

Albion Residential

1900 Spring Rd
Suite 216
Oak Brook, IL 60523

Attention: Justin Tringl
Director of Development

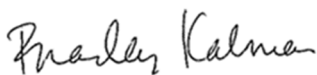
Subject: Murfreesboro, TN Multi-Family Development

In reviewing the above reference project and renovation plans and using the 2018 IPC Plumbing Code we have looked into the existing and new water demands for this project.

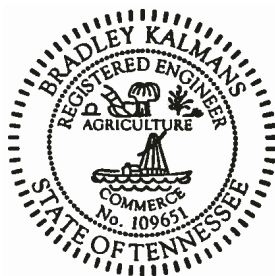
The following is the total water supply fixture units for the Existing Units is 4,567.2 WSFU's = 600 GPM flow. For the proposed changes to the property that total water supply fixture units would be 4,324.2 WSFU's = 559 GPM flow. Therefore, the proposed renovations would provide a water supply less than the existing load. Therefore this means that the new design is not requiring additional sewer capacity. .

Please let me know if you need any other information.

Energetically Yours,
Salas O'Brien



Bradley Kalmans, P.E., LEED AP BD+C
Managing Principal





... creating a better quality of life

MEMORANDUM

DATE: March 17, 2022
TO: Water Resources Board
FROM: Darren Gore
SUBJECT: 285 N. Rutherford Apartments
Renovation & Bedroom Reduction; Request for Sewer Variance

Background

Since 2020, the City and Staff has received requests to renovate two different apartment complexes that currently allow renting out individual bedrooms instead of full apartment units as a whole. One is located at 2829 S. Rutherford Blvd (SRB) and the other is along 2315 N. Tennessee Blvd. The Capstone Real Estate Investment Group is in the middle of renovations to take these 3 and 4 bedroom units and split or bi-furcate the units into a certain number of 1 and 2 bedroom units. This bifurcation will increase the number of units in an apartment complex, but at the same time reduce the number of beds and occupants.

Water usage data used at the SRB apartments, which has 3 and 4 rent by the bedroom units, was compared with the Richland Falls apartments along Dill Lane, which only has 1 and 2 bedroom units and just a few 3 bedroom units that rent as a unit and do not rent by the bedroom. The comparison of the two complexes is tabulated below.

<i>Item</i>	<i>SRB (Rent by the Room complex)</i>	<i>Richland Falls (1, 2-bedroom Unit complex)</i>	<i>% Increase or Decrease</i>
Number of Units	180	276	53.3%
Number of Bedrooms	648	488	-24.7%
Bedroom to Unit Ratio	3.60	1.77	-50.9%
Number of Kitchens	180	276	53.3%
Number of Bathrooms	384	466	21.4%
July 2019 - June 2020 Sewage discharge (gal)	16,529,586	7,624,000	-53.9%
July 2019 - June 2020 Sewage discharge per unit (gal)	91,831	27,623	-69.9%

The most noteworthy comparison is the decrease in sewer discharged in total and on a per room basis when the bedroom count decreases and units are no longer rented by the room. Please note that actual water usage data from a renovated apartment complex has not been made available to validate the comparisons; however, the reduction is so substantial on the two complexes evaluated, staff is confident there will be a reduction in discharge to the sewer in future bifurcation proposals.

The current proposal that staff is requesting Board approval is located at 285 N. Rutherford Blvd (NRB) apartment. This complex is owned by a different developer, but also has the 3 and 4 rent by the bedroom units. The developer is requesting to bifurcate to 1-2 bedroom units for individual rentals.

The NRB, like the SRB location, is located within restricted Sewer Flow Basins 10-3 & 10-4. These Basins have been designated as only being able to develop at 2.5 single family units per acre (sfu/acre).

Per City Code an apartment unit is treated as one single family unit regardless of bedroom count. Staff approved the bifurcation of the SRB complex in 2020 without bringing it to the Board due to it being a Planned Residential Development (PRD) with a zoning approval and land-use right to a maximum number of apartment units. The SRB complex bifurcation was not going to exceed they're previously approved units in the PRD approved by the Planning Commission.

The NRB location does have a previously approved split of PRD and RM-16 for the property by Planning Commission; however since the number of unit will now exceed the previously approved maximum, staff believed it appropriate to request Board and Council approval to allow this complex to bifurcate to more units but less beds in their remodeling of rent-by-the-room units to 1-2 bedroom apartment rental units.

Given the anticipated reduction of sewer discharge in an already stressed portion of MWRD's sewer collection system, staff supports this bifurcation within this restricted sewer flow basin. Please note that staff will stipulate as a requirement that all existing water fixtures within these units be disposed of, and that all new low flow fixtures be installed with the renovations.

Recommendation

Recommend approval of a variance for this NRB location within Sewer Flow Basin 10-4.

Fiscal Impact

With the increase in the number of proposed units, the development will be required to pay additional sewer connection fees in the amount of \$2550/unit over and above the number of existing units.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Contract Approval–City Hall Parking Garage Sprinkler Renovation Phase 2

Department: Administration

Presented by: Scott Elliott, Project Development Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Contract approval for City Hall Parking Garage Sprinkler Renovation Project Phase 2.

Staff Recommendation

Approval of contract with Rice Construction for Phase 2 of the City Hall Parking Garage Sprinkler Renovation.

Background Information

In October of 2021, staff requested funding and permission to contract for Phase 1 of the City Hall Parking garage sprinkler renovation which was for replacement of main service line piping. That phase is complete, and City staff issued a bid on May 16, 2022 for Phase 2 of the project. Phase 2 addresses replacing existing branch line piping, sprinkler heads and sprinkler valves that need replaced. Rice Construction was awarded the bid at a price of \$533,470.

Council Priorities Served

Maintain public safety

This approval allows the parking garage sprinkler system improvements to reach final completion, ensuring a safe parking garage.

Operational Issues

This project will extend the life of the sprinkler system and keep it fully functional.

Fiscal Impact

Funding for this \$533,470 expenditure is from reallocated CIP funds from 2016 and 2022 bonds. The County will reimburse the City for 31.5% of the project cost.

Attachments

Contract with Rice Construction

**CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF MURFREESBORO
AND
RICE CONSTRUCTION CO. LLC
FOR
CITY HALL PARKING GARAGE SPRINKLER SYSTEM RENOVATION PHASE 2**

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"):

CITY HALL PARKING GARAGE SPRINKLER SYSTEM RENOVATION PHASE 2

- 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 "**TTB-61-2022 – City Hall Sprinkler System Renovation Phase 2**"

Agreement

1. **Duties and Responsibilities of Contractor.** In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor will adhere to the following:
 - a. Specifications and requirements:
 - Piping to be Galvanized sch 40
 - System to match existing
 - Work to be done at night or with extreme coordination with facility to avoid traffic
 - Facility will be open and operational during work
 - Anticipated timeline is 11 weeks; schedule should be strictly followed
 - Provide traffic control around work areas as needed
 - Multiple phasing mobilizations
 - Electrical and Fire Alarm replacements as necessary for sprinkler piping and valve replacement
 - As-built drawings required, stamped by a licensed state sprinkler designer
 - Coordination with Fire Marshal during activation and deactivation of sprinkler system during work
 - Contractor to coordinate with ADS Security to re-connect wiring for new valves for alarm system
 - b. Garage Branch Line and Sprinkler Heads Replacement:
 - Remove all existing branch lines and sprinkler heads from the parking garage levels P1 and P2

- Direct replacement of the existing system to be installed so the original calcs will not be affected
 - Schedule 40 Galvanized pipe will be used for this install, ductile iron fittings will be used instead of cast iron
 - New QR upright sprinklers installed
 - New hangers installed
- c. Dry Valve replacement:
- Remove existing dry valves and replace with Reliable brand Model D Dry Pipe Valve or equivalent (to be approved by City)
 - Reinstall drains; replace trim
 - Existing compressor(s) will remain
- d. Clean Up: All trash and excess materials (piping and other debris) will be removed from site.
- e. 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 warranted 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
- f. 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.
- g. 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.
- h. Keep the premises of the Work and the surrounding area free from any accumulation of trash and excess materials (piping and other debris) 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 of the Work Assignments.
 - 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, when applicable; 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 180 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.
 - d. 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 **Five Hundred Thirty-Three Thousand Four Hundred Seventy Dollars and No Cents (\$533,470.00)** (the "Contract Price"). No increases in the price of this Contract are 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.
 - 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. Depending upon the nature and amount of the amendment, the approval of the City may be required. Minor modifications to the Contract may be executed by signature of the City Manager.
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.
 - a. **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.

- b. **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.**
 - c. **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.**
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.

Rice Construction Co. LLC.

CITY OF MURFREESBORO

Tim Rice, Owner

By: Shane McFarland
Its: Mayor

Approved as to form:

Adam F. Tucker, City Attorney

Address for notice to Contractor:

Rice Construction Co. LLC.
Attn: Tim Rice
2327 Gravett Street
Murfreesboro, TN 37130

Address for notice to the City:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Exhibit A
Supplementary Conditions

Each party acknowledges that no Supplementary Conditions are necessary for this project by initialing 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
- 6.6 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.

**PURCHASING DEPARTMENT
BID FORM**

Date:

**Title: ITB-61-2022-City Hall Sprinkler System
Renovation, Phase 2**

Name of Company/Bidder:

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include materials, delivery, labor, any other standard equipment necessary provide this service. Pricing for each component shall be effective for ninety (90) days from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1		Renovation of existing sprinkler system at City Hall, Phase 2 **must provide brand and model number of the proposed dry pipe valve**	\$ <u>533,470.00</u>	\$ <u>533,470.00</u>

GRAND TOTAL: \$533,470.00

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Amendment to the Restated Agreement for Conveyance of Real Estate with M-Tek, Inc. (Kasai North America)

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Approve First Amendment to Restated Agreement for Conveyance of Real Estate and authorize execution of Release of Option.

Staff Recommendation

Approve amendment to agreement with Kasai North America, Inc.

Background Information

In 2014, the City entered into an agreement with M-Tek, Inc., now Kasai North America, Inc., for the acquisition of approximately 10 acres on Garrison Drive. This agreement provided an option to acquire two adjoining acres. These two acres was to be used to satisfy the surface parking requirements should a second building be developed on-site.

Kasai constructed a 60,000 square foot building, which the company now occupies. During the intervening years, Kasai has adjusted its space needs and desires to occupy only a portion of the building. Kasai is not in the real estate business and desires to sell the building and lease the space, thus continuing its operations in the City consistent with the original development agreement. The proposed amendment allows Kasai to sell and lease-back a portion of the building without a monetary penalty. Given this arrangement is consistent with the requirements of the original agreement, the amendment is supportable and commercially reasonable. The arrangement will also provide Class-A office space, which is in short supply in the Gateway.

In exchange for this modification, Kasai through the amendment will forgo the operation on the two adjoining acres. Development of a second building is not planned nor foreseeable in the near future, although the land would be available if a building is developed prior to other use of the land. The two acres, however, after release of the option, can be joined with the adjoining seven-acres of City-owned land for economic development opportunities.

Council Priorities Served

Improve economic development

Some economic development project requires available, improved land or fully developed and available suitable office space. Assuring an inventory of these resources is a critical part of economic development.

Fiscal Impact

None

Attachments

1. First Amendment to Restated Agreement for Conveyance of Real Estate with M-Tek, Inc.
2. Release of Option with Kasai North America, Inc.

RELEASE OF OPTION

This Release of Option ("Release") is by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation ("City"), and KASAI NORTH AMERICA, INC. (formerly known as "M-TEK, INC."), a Tennessee corporation ("Kasai NA"), each sometimes a "Party" and together sometimes "Parties."

WHEREAS the following facts exist:

A. Pursuant to a Restated Agreement for Conveyance of Real Estate approved by the Murfreesboro City Council on December 4, 2014, Kasai NA purchased certain real property and received a contractual Option to Purchase certain additional real property.

B. A Memorandum of Option was recorded at Record Book1368 page 3246, RORC.

C. The Parties have agreed that, due to changed conditions, the Option should be released.

NOW THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Option heretofore granted to Kasai NA is hereby released.
2. The Memorandum of Option of record at Record Book1368 page 3246, RORC shall be deemed and hereby is released.

IN WITNESS WHEREOF, this Release has been executed by City and Kasai NA on the dates set forth below their respective signatures hereto.

CITY OF MURFREESBORO

KASAI NORTH AMERICA, INC.
(formerly known as M-TEK, INC.)

By _____
Shane McFarland
Mayor
Date: _____

By _____
Mike Layne
Chief Operating Officer
Date: _____

ATTEST:

By _____
Jennifer Brown, City Recorder

APPROVED AS TO FORM:

Adam Tucker, City Attorney

Notary Blocks on Following Page

STATE OF TENNESSEE)
 : SS
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **JENNIFER BROWN**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a municipal corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within instrument (**Release of Option**) for the purposes therein contained, by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND, at office, this ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____ (seal)

STATE OF TENNESSEE)
 : SS
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared **MIKE LAYNE**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person to be the Chief Operating Officer of **KASAI NORTH AMERICA, INC. (formerly known as "M-TEK, INC.")**, a **Tennessee corporation**, and that such person, as such Chief Operating Officer, executed the within instrument (**Release of Option**) for the purposes therein contained, by signing the name of the corporation by such person as Chief Operating Officer.

WITNESS MY HAND, at office, this ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____ (seal)

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Lease Termination and Release – 2140 North Thompson Lane

Department: Administration

Presented by: Gary Whitaker, Assistant City Attorney

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Buyout of lease on 2140 N. Thompson Lane (Thompson Lane Building).

Staff Recommendation

Approve buyout of lease agreement with Kenneth Fuston, Sr.

Background Information

The Thompson Land Building was purchase with an existing tenant, Kenneth Fuston, Sr. and staff on a three-year. Staff negotiated a \$127,500 buyout of this agreement. This amount is within the projected budget for the project. Removing the tenant will allow the City to begin renovations for occupancy by Fire Rescue Administration and Parks and Recreation Administration.

Council Priorities Served

Responsible budgeting

Purchase and use of existing buildings for much needed City offices in current economic climate as inordinately high construction costs is prudent for budgeting purposes.

Fiscal Impact

The expenses, \$127,500 will be funded from General Fund's Unforeseen and Contingency budget.

Attachments

Release from Kenneth Fuston, Sr.

RELEASE

In consideration of the payment of \$127,500, delivered to the undersigned at the time of execution of this Release, and for other good and valuable considerations heretofore received, the undersigned, as LESSEE under that certain Lease Agreement between the undersigned and TENNESSEE BUILDERS MANAGEMENT SERVICES, LLC, dated January 26, 2022, with respect to premises at 2140 North Thompson Lane, Suite 100, Murfreesboro TN 37129 (the "Premises"), for himself, his heirs, successors and assigns, does hereby agree to vacate the Premises by July 15, 2022, leaving them "broom clean," and further does hereby release and forever discharge the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation, present owner of the Premises and successor to TENNESSEE BUILDERS MANAGEMENT SERVICES, LLC, from all claims, demands, damages, and causes of action of any kind or character whatsoever that the undersigned now has or hereafter may have on account of or in any way growing out of the early termination of the referenced Lease Agreement, whether known or unknown to him at the present time.

This Release expresses a full and complete settlement of a liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this Release shall not operate as an admission of liability on the part of anyone.

LESSEE:

Kenneth Fuston Sr.

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned notary public, KENNETH FUSTON SR., the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Development Agreement with Notes Live, Inc.

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Development Agreement with Notes Live for development of a major restaurant and entertainment complex.

Staff Recommendation

Approve development agreement with Notes Live, Inc.

Gateway Commission recommended approval unanimously on June 22, 2022.

Background Information

Notes Live owns and operates the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Colorado Springs. These highly successful venues bring patrons and visitors from Colorado Springs and large surrounding areas to enjoy excellent food and top-tier entertainment. Notes Live is also developing an 8,000-seat outdoor venue, the Sunset Colosseum in Colorado Springs in close proximity to the other venues. The Sunset Colosseum is set to open in the Fall of 2023.

Given their degree of success in Colorado Springs, Notes Live currently has under construction another Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Gainesville, Georgia. The Gainesville location have an opening date of first question 2023.

Notes Live has selected the City as its next location for the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall. Additionally, Notes Live proposes to develop a 4,500-seat Sunset Colosseum, replicating the larger Colorado venue. The Colorado venue has an associated high-end restaurant concept, Roth Seafood and Chophouse and Notes Live is exploring also developing this concept with the Colosseum in Murfreesboro.

This development will be located on 18-acres of City land located at the southeast corner of Medical Center Parkway and Gateway Blvd. The venues will be constructed on 8-9 acres, which will be transferred to Notes Live for a purchase price approximating fair market value. The price will be satisfied by the economic activity created from the development over a 10-year period with performance standards

established in the Agreement. If the performance standards are not met, Notes Live will pay the purchase price in case. Notes live will develop the remaining area, 9-10 acres, as parking for the entertainment venues. The City will retain development rights to the parking land provided replacement parking is provided. The parking development will also be available to the City for event staging and will accommodate a trailhead for the Greenway System.

Gross sales from the project are anticipated to total \$32.5m to \$40m, with an annual tax impact of approximately \$ 1.45m before the addition of the Roth Seafood and Chophouse. From a wage standpoint, during construction, the development will support approximately 132 jobs in the engineering, architectural, and construction trades. The average wage for these positions in Rutherford County is approximately \$54,000. Once the venues are open, approximately two executive management positions will be retained in the \$100-120k per year range, 10 full-time hospitality, food and beverage, security, marketing, and event management positions averaging above the average wage for the County. Additionally, there will be 190-200 operational support positions, 40% of which will be full-time.

Notes Live is not requesting any of the typical economic development incentives. The project entails no direct, immediate impact to the City's operating or CIP budgets. The City will transfer land for development and performance commitments with a claw back of the property value. Additionally, the City will allow development of City-owned land for parking while retaining development rights to the land and providing for City uses of the parking area, including a trailhead for the Greenway system. Indirectly, the City will implement its plan to improve Medical Center Parkway and extend Gateway Blvd to Robert Rose. The planning for these road projects have been on-going for some time.

Council Priorities Served

Improve economic development

Some economic development projects bring an overall benefit to the community by themselves. Other economic development projects draw significant attention from entities that are directing additional developments. These latter projects have a highly beneficial synergistic effect that enhances a community development profile.

Establish strong City brand

Development of entertainment and restaurant venues is an amenity for the community and adds to the City's brand.

Fiscal Impact

No direct operating or CIP budget impact. Indirectly, the City will advance roadway improvements previously anticipated.

Attachments

Development Agreement with Notes Live, Inc.

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”), by and between the City of Murfreesboro (“City”) and Notes Live, Inc., a Colorado corporation (“Notes Live”), is effective as of _____, 2022 (the “Effective Date”) for the purpose of directing the development of land owned by the City on Medical Center Parkway and Gateway Blvd with a specific economic development project detailed herein.

Recitals

- A. The City owns an 18.2-acre parcel of land located South of Medical Center Parkway and East of Gateway Boulevard, Rutherford County Assessor’s Parcel Number 091H-B-00500, (the “Property”).
- B. Notes Live has evaluated many potential sites for an entry into the Middle Tennessee market with its Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, and Sunset Music Colosseum concepts and associated parking facilities (the “Notes Live Venues”) and believes that the Property offers the best site for development of the Notes Live Venues.
- C. Notes Live Venues are proven concepts that will provide economic benefit to the community through an approximate \$30 million private investment creating employment and entertainment opportunities, enhancing private and governmental revenues, and serving as a catalyst for further economic development activities.
- D. Notes Live Venues will be part of the entertainment, hospitality, and tourism industries that are important components of the Nashville area and Middle Tennessee, and which will benefit Murfreesboro and Rutherford County by providing enhanced lifestyle amenities along with significant economic benefits that are consistent with the City efforts to increase these types of developments by considering and planning an amphitheater facility within the City. The Notes Live Venues allows the City to secure this type of facility, along with other beneficial aspects of the proposed development and the associated broadcast media, and will have a significant increase in the local economy thus enhancing the general welfare of the public.

Agreement

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Project

- 1.1 The development project subject to this Agreement will consist of the Notes Live Venues, which are generally described as follows (“Project”):
 - a. Bourbon Brothers Smokehouse and Tavern (“BBST”) will be a full-service restaurant with seating for approximately 300 patrons and which will include a high-quality tasting room, rooftop patio, and a large integrated outdoor patio hosting area with outdoor fireplaces.
 - b. Bourbon Brothers Presents/Boot Barn Hall (“BBP”) will be an indoor music and event venue booking national touring artists as well as upcoming artists and local performers. It will be designed to handle approximately 500 patrons for fully seated events with 8-top tables and 1,400 patrons in concert-style seating.

- c. The Sunset Music Colosseum on the River (“SMC”) will be an open-air amphitheater facing the Stones River and Old Fort Golf Course, with 4,500 stadium-style seats, casual lawn seating, and 45 VIP boxes with private fireplaces and seating for up to eight guests. SMC will be designed to be among the top open-air venues in the country, capable of hosting larger national touring acts from April through October.
 - d. A parking lot adequate to park SMC and serve the parking requirements of BBP, and which may incorporate offsite parking necessary to provide sufficient parking for these venues (“Parking Facility”).
 - e. Infrastructure improvements required for development and use of the Project as set forth below.
 - f. In addition to constructing BBST, BBP and SMC as provided herein, Notes Live may, in its sole discretion, also construct a Roth Seafood and Chophouse as a component of the SMC, which will be subject to the City review and approval otherwise provided herein and to adequate parking therefor being constructed.
- 1.2 The Project will be designed and constructed contemporaneously as an integrated, comprehensive, and coordinated development consistent with the Gateway Development Overlay Standards, Gateway Property Owners’ Design Standard, and substantially consistent with the Project Concept Plans, the latter of which is attached as Exhibit A.

2. The Property

- 2.1 The City will cause the Property to be subdivided into two parcels substantially as shown on Exhibit B.
- a. Lot 1, which will be approximately 8 acres, upon which Notes Live will construct all components of the Project other than the Parking Facility
 - b. Lot 2, approximately 10 acres, upon which Notes Live will construct the Parking Facility.
- 2.2 Notes Live will survey and define Lots 1 and 2 in accordance with the final design of the Project, and the City will create a Plat Map reflecting a preliminary delineation of the Property as set forth on Exhibit B attached hereto (the “Plat”).
- a. The final acreage of Lots 1 and 2 may vary from the estimates set forth in Section 2.1 and will be established upon agreement of the parties.
 - b. After Notes Live submits and receives approval of a site plan from the City and the re-subdivided plat is approved, the City will convey Lot 1 to Notes Live in exchange for the Purchase Obligation, as defined below.
 - c. The City will retain ownership of Lot 2 subject to the provisions of this Agreement and an agreement signed contemporaneously with this Agreement that defines the development and use of Lot 2 for the Parking Facility attached hereto as Exhibit C (“Use Agreement”).

- 2.3 Transfer of the Property will occur at the Office of Rick Mansfield, Attorney, 110 S. Maple Street, Murfreesboro TN 37130, or at such other place to which the Parties may agree, on or before the date 90 days after completion of the final Plat, at which time:
- a. the City will execute and record an appropriate re-subdivision plat of the Property;
 - b. the City will deliver an acceptable Special Warranty Deed to Lot 1 without liens, encumbrances or, except as approved by Notes Live, other title exceptions;
 - c. the parties will execute and deliver the Use Agreement with respect to Lot 2.
 - d. each Party will execute other reasonably required documents or assurances normally required for a commercial real estate closing in Rutherford County, Tennessee
- 2.4 Notes Live will be solely responsible for any Title Commitment or Title Insurance Policy it may elect to obtain.
- 2.5 Notes Live will pay all costs associated with the transfer of the Property in accord with the normal practices for a commercial real estate closing in Rutherford County, Tennessee.

3. Purchase Obligation

- 3.1 For purposes of this Agreement, the parties stipulate that the reasonable market value of Lot 1 equals \$15.75 per square foot, with the final value of Lot 1 to be determined by the actual area transferred in accordance with Section 2.2(a) (“Purchase Price”).
- 3.2 In addition to other events, Notes Live will present at the SMC at least 10 events with an average paid ticketed attendance of not less than 2,500 for each 12-month period (“Event Threshold”) beginning on the SMC Construction Completion Date, as set forth in Section 6.4(d), and continuing thereafter for the next 10-years (“Threshold Period”).
- a. For purposes of determining whether Notes Live has fulfilled the Event Threshold for the first Threshold Period, the number of events and paid attendance will be averaged over the first two Threshold Periods for purposes of determining the Event Threshold for the first Threshold Period.
 - b. Notes Live will provide or permit to be reviewed any records reasonably determined by the City to be necessary to determine the Event Threshold has been fulfilled.
- 3.3 Should Notes Live not fulfill an Event Threshold during the Threshold Period, Notes Live will pay to the City the amount of one-tenth of the Purchase Price (“Threshold Payment”). The Threshold Payment will be made within 60 days following reasonable verification of such failure to fulfill the Event Threshold and written notice thereof from the City to Notes Live.
- 3.5 In the event a second consecutive Threshold Payment is required, the full amount of the Purchase Price less one-tenth of the Purchase Price for each year during the Threshold Period in which the Event Threshold is met and less any previously paid Threshold Payment, will be immediately due and payable. Said payment will be made within 90 days following reasonable verification of such second failure to fulfill the Event Threshold and written notice thereof from the City to Notes Live.

4. Parking Facility Use Agreement.

- 4.1 Upon conveyance of Lot 1, the parties will execute the Use Agreement, permitting Notes Live to improve and use Lot 2 for the Parking Facility.
- 4.2 The Use Agreement will, among other provisions, grant Notes Live priority use for events at BBP and SMC while permitting the City to use the Parking Facility as a trailhead for its Greenway Trail System and to schedule other events utilizing the Parking Facility.
- 4.3 The City will retain in the Use Agreement the right to develop or to sell and permit development of Lot 2 provided the Parking Facility is replaced at the City's expense, which obligation may be transferred to a third party, without interruption of parking service to the SMC or the BBP, to assure adequate parking for events at the SMC and BBP is provided within 3,000 feet of Lot 2. Notwithstanding the foregoing, in no event will the City allow Lot 2 to be used for any purpose that directly competes with any use contemplated by the Project without the consent of Notes Live.
- 4.4 The Use Agreement will incorporate terms and conditions related to parking lot on Lot 2 that are necessary to assure adequate and convenient parking is provided for the Project.
- 4.5 The Use Agreement will provide that Notes Live is responsible for management of the Parking Facility and entitled to all parking fees and other revenue generated therefrom.

5. Zoning

- 5.1 Notes Live understands that the Property is currently zoned MU (Mixed Use) with a GDO-3 Overlay, and that the GDO-3 Overlay requires certain enhanced design, development, and construction standards, including that architecture and Site Plans be submitted to and approved by the Gateway Design Review Committee concurrent with submission to the Planning Commission.
- 5.2 The parties contemplate that Notes Live will apply to have a Planned Sign Overlay or a Planned Entertainment Overlay (which the City is in the process of creating) that will supplement the zoning of the Property and will require approval by the Planning Commission and City Council.

6. Construction Requirements

- 6.1 Prior to construction of the Project, including site preparation, Notes Live will secure approval of appropriate master plans, grading plans, site plans, and construction plans as required by the City Zoning Ordinance and Building Codes Department and the issuance of appropriate permits, all of which will be in full accord with City Subdivision Regulations and Street Design Specifications and subject to all applicable City Ordinances, Codes, and requirements.
- 6.2 Infrastructure Improvements
 - a. Notes Live will construct the necessary on-site water, sewer, reuse water, and stormwater improvements necessary to serve the Project consistent with City standards and funding for such construction may include contributions from the City and/or third-party property owners.

- b. Notes Live will construct the following roadway improvements necessary or incident to the development and operation of the Project as definitely set forth in Exhibit D:
 - 1. Dedicated turn lanes from eastbound and westbound Medical Center Parkway into the Property at the Fountains Crossover.
 - 2. An additional dedicated left-turn lane on northbound Gateway Boulevard onto Medical Center Parkway.
 - 3. A private street (“Access Street A,” as further defined on Exhibit D) into the Property from Medical Center Parkway along the eastside of the Property aligning with the private drive into the Fountains at the eastside of the Fountains property, with dedicated right and left turn lanes from Medical Center Parkway into the Property and developed in coordination with the Swanson Developments, LP, property to the east of the Property constructed in accordance with public street standards except for required setbacks.
 - 4. A complete compliment of traffic signal elements at the intersection of Medical Center Parkway and Access Street A.
 - 5. A street stub from Access Street A into the Swanson Developments, LP, property located to the east of the Property.
 - c. Notes Live will construct the section of the Greenway Trail adjoining the Stones River on the southern boundary of the Property, for which the City will provide the necessary design and construction documents.
- 6.3 SMC will be designed and constructed to ensure SMC events comply with the City’s Noise Ordinance in effect of the completion of the Final Plat (as defined in Section 2.2.)
- 6.4 Construction of the Project, which will be indicated by the initiation of site preparation, will begin within 60 days of the issuance by the City of a Land Disturbance Permit (“Initiation Date”), which must be submitted no later than June 1, 2023.
- a. Should Notes Live fail to begin construction by the Initiation Date, unless extended by the City for good cause, Notes Live will transfer Lot 1 back to the City.
 - b. Construction of BBST and BBP will be completed within 18 months of the City’s issuance by of a Land Disturbance Permit (“BB Completion Date”) and construction of SMC must be completed within 24 months of the City’s issuance of a Land Disturbance Permit (“SMC Completion Date”). Completion of construction will be indicated by the City’s issuance of a certificate of occupancy, which may not be unreasonable withheld or delayed.
 - d. In the event construction of the BBST and BBP are not completed by the BB Completion Date or construction of SMC is not completed by the SMC Completion Date:
 - 1. the City will provide Notes Live written notice of the requirements for issuance of a certificate of occupancy within 90 days following the notice; and

2. thereafter, if the BB Completion Date or the SMC Completion Date remains unmet, Notes Live will pay to the City for each six-month period the certificate of occupancy remains unissued consistent with notice above an amount equal to the Threshold Payment, which payment or payments will reduce the Purchase Price for purposes of Section 3.5.

7. Representations and Warranties.

7.1 Notes Live represents and warrants to the City the following:

- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
- c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
- d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement by has been duly authorized by all necessary corporate actions on the part of Notes Live;
- e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live's organizational documents (including its certificate of incorporation and by-laws, certificate of formation, and limited liability company agreement or similar documents,) or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound ("Notes Live Contracts");
- f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
- g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
- h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
- i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
- j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other

intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.

- 7.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City: and
 - d. The City is vested with good and marketable title to the Property.
- 7.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

8. Notices

- 8.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 8.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager	City Attorney
City of Murfreesboro	City of Murfreesboro
111 West Vice Street	111 West Vice Street
Murfreesboro, TN 37130	Murfreesboro, TN 37130
Email: ctindall@murfreesborotn.gov	Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live	W. Wade Beavers
1744 Telstar Drive	Capital Law & Advisory Partners, LLC
Suite 500	319 Boulevard
Colorado Springs CO, 80920	Gainesville, GA 30501
Attn: JW Roth	Email: wbeavers@caplawpartners.com

9. Assignment.

- 9.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder. Notwithstanding anything herein or elsewhere to the contrary, the City acknowledges and agrees that the development obligations of Notes Live will be financed by a third-party lender, that nothing herein may limit or restrict the right of Notes Live to pledge Lot 1 as collateral for such financing, and that the City (upon request) will execute and deliver such subordination documents as may be reasonably requested by such lender in connection therewith.
- 9.2 The City acknowledges that Notes Live may assign a portion of its rights under this Agreement with respect to SMC to another entity for purposes of financing, the consent for which the City will not unreasonably withhold, condition, or delay; provided, however, that Notes Live will remain joint and severally obligated with any assignee on the obligations with respect to the Event Threshold and the Threshold Payment.
- 9.3 Any purported assignment or delegation in violation of this section is null and void.

10. Miscellaneous

- 10.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- 10.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 10.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 10.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial

exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 10.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 10.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 10.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 10.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 10.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of

the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

- 10.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.
- 10.14 Time is of the essence with respect to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the date of the last Party to sign, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____
Its: _____
Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland
Its: Mayor

ATTEST:

By: Jennifer Brown
Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker
Its: City Attorney

EXHIBIT A
PROJECT CONCEPT PLAN

Preliminary plan is attached hereto. Final plan to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT B

PLAT

Preliminary delineation of the Property is attached hereto. Final Plat to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT C

FORM OF USE AGREEMENT

Final form of Use Agreement to be negotiated by the parties prior to Closing and deemed incorporated herein upon approval by the parties.

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

The Infrastructure Improvements summarized in Section 6.2 are to be definitively set forth in a detailed description of such improvements prior to Closing, which description is to be deemed incorporated in the Agreement.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Community Development FY23 Annual Action Plan
Department: Community Development
Presented by: Sam Huddleston, Executive Director of Development Services
Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

The Annual Action Plan represents local priorities and funding allocation and is presented to HUD to receive CDBG program funds.

Staff Recommendation

Approve the FY23 Annual Action Plan.

Background Information

The City is required to develop an Annual Action Plan to serve as documentation of goals and objectives for its community planning and development projects and activities, including housing and economic programs. This plan supports utilize of CDBG funding for a period from July 1, 2022, to June 30, 2023.

The City will submit its FY23 Annual Action Plan with list of projects funded with 2022 CDBG program to HUD on or before July 15. Staff has prepared the draft Annual Action Plan, with the assistance of our consultant, BluLynx Solutions, LLC. The draft plan is available on the Community Development Website. Future funding authorizations will be presented to Council based on the Third Year Action Plan. FY23 CDBG allocation is \$971,332 and HOME allocation is \$505,298. HOME funding is new affordable housing funding to Murfreesboro.

Council Priorities Served

Responsible budgeting

Utilization of federal CDBG grants assists with community development and assistance in a cost-effective manner.

Fiscal Impact

The grants, totaling \$1,476,630, which will fund the City's Community Development's FY23 budget.

Attachments

FY23 Draft Annual Action Plan



2022-2023

ANNUAL ACTION PLAN

City of Murfreesboro
Community Development Department
McFadden Community Center
211 Bridge Ave., Room 136
Murfreesboro, TN 37129



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal grant funds, HUD's City of Murfreesboro is required to submit a Consolidated Plan and Annual Action Plan. It also serves as the application for funding for the Community Development Block Grant (CDBG) federal entitlement program that serves low-income individuals and families. As of Fiscal Year 2022, the City of Murfreesboro was awarded funding under the HOME Investment Partnerships Program (HOME) as a participating jurisdiction.

The City of Murfreesboro's Five-Year Consolidated Plan (Con Plan) is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. The Annual Action Plan must be prepared and submitted to HUD 45 days before the beginning of the fiscal year or by May 15 of each fiscal year. The City's 2022 fiscal year begins July 1, 2022 and ends June 30, 2023. *In 2022, the Allocations were released on May 17, 2022, such the City will submit its Annual Action Plan by no later than July 15, 2022.

2. Summarize the objectives and outcomes identified in the Plan

Housing needs among residents in Murfreesboro were determined by analyzing housing problems by income level, tenure, and households with special needs for the Consolidated Plan. The Consolidated Plan identified households with one or more housing problems (overcrowding, lacking adequate kitchen or plumbing facilities), and households are experiencing cost burden (paying more than 30% of household income for housing costs) and severe cost burden (paying more than 50% of household income for housing costs). Primary needs highlighted during the Consolidated Plan Public Needs Hearing, Neighborhood Meetings, and stakeholder interviews included the following:

- **Public Service Needs:**
 - Additional need for permanent supportive housing programs
 - Lack of facilities and services for unsheltered homeless persons
- **Affordable Housing Needs:**
 - There is a need for additional emergency shelter & transitional housing beds
 - Limited finance resources of local agencies with rapid re-housing programs
 - Lack of low-income rental housing in Murfreesboro
 - Acquisition, Senior housing and Owner-Occupied Housing Rehabilitation among top housing needs
- **Other Needs:**

- Fair Housing Education

These comments were incorporated into the City's most recent Consolidated Plan and will be addressed through projects undertaken in this Action Plan for activities funded with CDBG dollars.

3. Evaluation of past performance - Evaluation of past performance that helped lead the grantee to choose its goals or projects.

The CAPER presents the City's progress in carrying out projects and activities according to the Program Year (PY) 2020 Annual Action Plan for the Community Development Block Grant (CDBG) funds received from the United States Department of Housing and Urban Development (HUD). The City of Murfreesboro successfully utilized CDBG funds by increasing affordable housing for low- and moderate-income persons. The City also allocated CDBG to local nonprofit organizations to provide essential social services for the homeless, LMI persons, and non-homeless special needs population.

The City of Murfreesboro received \$886,368.00 in CDBG funding for 2020. A total of \$197,229.40 in CDBG funds was expended in 2020. Below is a summary of the City's 2020 expenditures and accomplishments:

GOALS	EXPENDITURES	ACCOMPLISHMENTS
Affordable Housing		
<i>Housing Rehabilitation</i>	\$87.71	1
<i>Homeownership Assistance</i>	\$42,680.57	2
Public Service Grants	\$107,645.47	2,661
Fair Housing	\$750.00	1
Public Facilities	\$16,380.00	99
Administration & Planning	\$29,685.65	1
TOTAL	\$197,229.40	2,765

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the PY2022 Annual Action Plan preparation, a Public Review Meeting was held on Tuesday, March 29, 2022, to obtain comments on the PY2022 Annual Action Plan draft and funding recommendations for the FY2022 CDBG Program. A 30-day comment period was held from Monday, March 28, 2022 through Friday, April 29, 2022 for the public to review and provide comments on the Annual Action Plan. The plan was available for review in hard copy at the City's Community Development Department and on the City's Community Development website: <http://www.murfreesborotn.gov>

The City held a second Public Review Meeting to solicit comments on the draft 2022 Action Plan at **5:30 P.M. on Wednesday, May 25, 2022** at **Patterson Park Community Center** located at **521 Dr. Martin Luther King Jr Blvd, Murfreesboro, TN 37130**. Additionally, the City made draft copies of the 2022 Action Plan available for examination and comment by the public at the public hearing scheduled for an additional 30-day period commencing on **Monday, May 23, 2022** and ending on **Wednesday, June 25, 2022**.

5. Summary of public comments

Comments from the meeting have been included in the Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted

7. Summary

In summary, the Annual Action Plan has been developed with community input and reflects the City's needs.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Murfreesboro	Community Development Division
HOME Program	Murfreesboro	Community Development Division

Table 1 – Responsible Agencies

Narrative

The City of Murfreesboro's Community Development Department is the lead agency for the development, administration, and review of the 2020 – 2024 Consolidated Plan and 2022 Annual Action Plan. The Division administers Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD), and coordinates execution of projects related to the priorities and goals identified in the Consolidated Plan.

Consolidated Plan Public Contact Information

Helen Glynn
Assistant Community Development Director
Community Development Department

McFadden Community Center
211 Bridge Ave.
Room 136
Murfreesboro, TN 37129
Phone: 615-890-4660
Fax: 615-217-2260
Email: hglynn@murfreesborotn.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City developed an outreach effort to maximize input from a large cross-section of stakeholders during the preparation of its 2020-2024 Consolidated Plan. This outreach effort included public meetings, neighborhood meetings, published meeting notices, and a web survey conducted in both English and Spanish. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Murfreesboro conducted significant consultation with citizens, municipal officials, nonprofit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this Plan.

The stakeholder outreach component involved surveying local broadband and hazard mitigation agencies. Additionally, 312 stakeholders completed Needs Assessment surveys inquiring about the community and housing needs throughout the City. During the preparation of this Annual Action Plan, the City held two public meetings to review the draft priorities through its public participation process for the Plan. These meetings are summarized in the Citizen Participation section of this plan. Drafts of the plans have been posted on the City webpage. Notices of public meetings and hearings were published in the local newspaper.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

During the development of this Action Plan, the City sought to encourage a high level of public communication and agency consultation to demonstrate its commitment to identifying priority needs and engaging citizens, public agencies, and nonprofit organizations positively and collaboratively. A list of stakeholders and affordable housing providers was developed and included public agencies and private nonprofit organizations whose missions included providing affordable housing and human services to LMI households and persons. These stakeholders were invited to participate in needs assessment meetings held to develop the Action Plan. The list of stakeholders is included in the Citizen Participation Comments section.

Based on the public meetings and previous Consolidated Plan goals a set of priorities was established by the City for the next year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

City of Murfreesboro staff participates with the Housing, Health & Human Services Alliance of Rutherford County (H3ARC) and area service providers to enhance the community's comprehensive Continuum of Care system to end homelessness. This dynamic partnership includes collaborative efforts of a variety of community groups, government agencies. The H3ARC serves as the Lead Agency and has been designated

of the CoC as the Collaborative Applicant to apply for the HUD CoC grant. The City enhances coordination of public, private, and nonprofit housing providers, human service agencies, and social service providers through the following actions:

- Continues to work with other jurisdictions and the Murfreesboro Housing Authority to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services.
- Continues to participate in coordinated efforts for shelter and services assisting homeless individuals and families.
- City staff participates in many of the committees that provide direction for 10-year plan to end homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City participated in the leadership and guidance of the H3ARC, the lead entity for the Continuum of Care (CoC). The Community Development Director or designee represents the Mayor on the H3ARC Executive Committee and chairs the Rating and Ranking Working Group. The working group is responsible for ranking CoC housing competition applications. The CoC participates in the City's outreach to eligible nonprofit agencies to offer funding through a competitive application process for ESG funding. With the City's representation within the CoC structure on the Executive Committee, at general meetings and in workgroups, the task of allocating funds is based on need in the jurisdiction, and the process is a result of joint efforts. H3ARC is the lead agency for HMIS and training and best practice for the use of HMIS is promoted within the membership. The H3ARC Service Providers Working Group is responsible for developing performance standards. The Rating and Ranking Working Group evaluates outcomes.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	The Family Center
	Agency/Group/Organization Type	Children Services
	What section of the Plan was addressed by Consultation?	Other – Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a Needs Assessment Meeting

2	Agency/Group/Organization	Boys & Girls Club of Rutherford County
	Agency/Group/Organization Type	Youth services
	What section of the Plan was addressed by Consultation?	Other – Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a Needs Assessment Meeting
3	Agency/Group/Organization	Doors of Hope
	Agency/Group/Organization Type	Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a Needs Assessment Meeting
4	Agency/Group/Organization	The Journey Home
	Agency/Group/Organization Type	Housing/Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a Needs Assessment Meeting

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Housing, Health & Human Services Alliance of Rutherford County	Affordable housing, services, and economic development
10-Year Plan to Prevent Hunger and End Homelessness	Housing, Health & Human Services Alliance of Rutherford County	The Strategic Plan's goals to address homelessness align with Continuum of Care's goals and strategies.
Analysis of Impediments to Fair Housing Choice, 2020	City of Murfreesboro	Barriers to affordable housing opportunities from the Analysis of Impediments were included in this Action Plan.
Public Housing Plan	Murfreesboro Housing Authority	MHA's Five-Year Plan to ensure consistency with City's HUD Consolidated Plan

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

In accordance with 24 CFR 91.100(4), the City will notify adjacent units of local government of the non-housing community development needs included in its Consolidated Plan. The City will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Consolidated Plan and thereby maximizing the benefits of the City's housing and community development activities for the residents being served.

Narrative (optional):

Combined, these agencies provide housing and supportive services to the community's special needs populations, including persons with disabilities, homeless families and individuals, chronic homeless persons, persons with HIV/AIDS, and the elderly. In addition to many of the agencies listed above many of the groups and agencies that were consulted provided information during the development of the plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

City of Murfreesboro Community Development staff worked with the community in developing goals and objectives. The developed goals are a result of feedback from the community regarding issues to be resolved and projects in need of funding. The City has an adopted Citizen Participation Plan to ensure consistent outreach efforts. A community needs survey in English and Spanish was available to residents, housing service providers. A 30-day comment period was held from Monday, March 28, 2022 through Friday, April 29, 2022 for the public to review and provide comments on the Annual Action Plan.

The City held a second Public Review Meeting to solicit comments on the draft 2022 Action Plan at **5:30 P.M. on Wednesday, May 25, 2022** at **Patterson Park Community Center** located at **521 Dr. Martin Luther King Jr Blvd, Murfreesboro, TN 37130**. Additionally, the City made draft copies of the 2022 Action Plan available for examination and comment by the public at the public hearing scheduled for an additional 30-day period commencing on **Monday, May 23, 2022** and ending on **Wednesday, June 25, 2022**.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/ broad community			None	n/a
2	Newspaper Ad	Non-targeted/ broad community	The public was notified of the public meetings via a newspaper ad	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	n/a

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Murfreesboro is a CDBG entitlement city. The City is not a HOME participating jurisdiction, is not a direct Emergency Solutions Grant recipient, nor does it receive HOPWA funding. For the 2022 Annual Action Plan the City was allocated \$971,332 in CDBG funding and \$505,298 in HOME Program funding. Additionally, the City estimates receiving \$100,000 in program income from its CDBG program for use in 2022-2023.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$971,332	\$100,000	\$0	\$1,071,332	\$1,071,332	Community Development Block Grant 2022-2023 program year allocation; Estimated Program Income and Prior Year Resources.
HOME	public - federal	Affordable Housing; Administration	\$505,298	\$0	\$0	\$505,298	\$505,298	HOME funds will leverage other federal, local, and private funds. Subrecipient or developers supply 25% match of HOME funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The in-kind value of office space, utilities and administrative support from the City's general fund help leverage CDBG funds. The Murfreesboro Parks & Recreation provides meeting spaces in its facilities for public hearings and other meetings sponsored by the Community Development Department as an in-kind contribution. Both federal mandates and local policy requires some level of leveraging in most of the entitlement programs offered by the City. As an example, the City's Affordable Housing Assistance Program for first-time home buyers requires a 1% contribution from the purchaser. Public Services grant subrecipients are required to provide a dollar-for-dollar match for CDBG funds. Matching funds can come from agency funds, in-kind contributions of goods and services, volunteer hours and/or value of donated buildings or fair value of rental/lease.

The HOME program requires a 25% match of the total HOME funds expended for project costs. This match requirement will be met by requiring subrecipients to provide 25% match on projects, through sponsorships from local businesses, waived City fees, donated land or improvements, volunteer hours, donated materials, or other eligible methods outlined in the HOME regulations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City does not anticipate using any publicly owned land or property located in Murfreesboro to address the needs identified in this plan.

Discussion

The City of Murfreesboro receives CDBG funding directly from U.S. Department of Housing and Urban Development (HUD). The City receives a share of the state's Emergency Solutions Grant (ESG) allocation through the City Set-Aside program from Tennessee Housing Development Agency (THDA).

The City does not receive HUD funding from the HOME Partnerships Investment Program (HOME). The Housing Opportunity for Persons with AIDS (HOPWA) grantee for the Nashville-Davidson-Murfreesboro-Franklin MSA is Metropolitan Housing and Development Agency (MDHA). The City consults with MDHA regarding HOPWA allocations. The City is not a direct recipient of any funds covered in §91.2(b).

The City is the Collaborative Applicant for Continuum of Care TN-510 (Murfreesboro and Rutherford County). HUD announced the 2021 awards to TN-510 agencies totaling \$753,322 in its Continuum of Care (CoC) housing competition.

Public housing is the responsibility of Murfreesboro Housing Authority. A copy of MHA's most recent 5-Year and Annual Plan is available for review at its main office: 415 North Maple Street, Murfreesboro.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Administration & Planning	2022	2023	Community Development	Citywide	Provide Administration & Planning	CDBG: \$194,266.40	Other: Planning & Administration
2	Fair Housing	2022	2023	Community Development	Citywide	Affirmatively Furthering Fair Housing Choice	CDBG: \$2,000.00	Affirmatively Furthering Fair Housing Activities
3	Provide Public Services	2022	2023	Community Development	Citywide	Public Services	CDBG: \$127,000.00	Number of low-income persons served
4	Public Facilities/Infrastructure	2022	2023	Community Development	Citywide	Public Facilities	CDBG: \$370,065.60	Number of low-income persons served in area
5	Rehabilitation	2022	2023	Community Development	Citywide	Housing Affordability	CDBG: \$150,000.00	Housing units rehabbed
6	Planning/Survey	2022	2023	Community Development	Citywide	Economic Development	CDBG: \$50,000.00	Economic Development
7	Affordable Housing Assistance (AHA)	2022	2023	Community Development	Citywide	Housing Affordability	CDBG: \$80,000.00	Financial Assistance
8	HOME Administration & Planning	2022	2023	Community Development	Citywide	Provide Administration & Planning	HOME: \$50,529.80	Other: Planning & Administration
9	CHDO 15% Set-Aside	2022	2023	Community Development	Citywide	Affordable Housing	HOME: \$75,794.70	Affordable Housing Activities
10	CHDO Operating 5% Set-Aside	2022	2023	Community Development	Citywide	Affordable Housing	HOME: \$25,264.90	CHDO Operating
11	Affordable Housing Activities: New Construction and DPA	2022	2023	Community Development	Citywide	Affordable Housing	HOME: \$353,708.60	New Construction (\$223,178.80; DPA \$80,000)
TOTAL							\$1,476,630.00	

Table 6 – Goals Summary

Goal Descriptions

Goal Name: Planning and administration
Goal Description: Administrative and planning costs to operate the CDBG & HOME program successfully
Goal Name: Affirmatively Furthering Fair Housing Choice
Goal Description: Support targeted fair housing activities such as fair housing education, complaint handling services, and enforcement.
Goal Name: Provide public services
Goal Description: Provision of public services for projects that provide supportive services to low and moderate-income households and persons
Goal Name: Public Facility/Improvements
Goal Description: Facility renovations in low- and moderate-income areas
Goal Name: Housing Affordability [Rehabilitation, New Construction and Down Payment Assistance]
Goal Description: Support housing rehabilitation, homeownership opportunities for households through down payment or closing cost assistance
Goal Name: Planning/Survey Economic Development
Goal Description: Planning to support economic development activities in low income areas

Projects

AP-35 Projects – 91.220(d)

Introduction

The City has planned the following projects for the upcoming year and identified in the table below with additional details provided in Section AP-38.

Projects

Sort Order	Goal Name
1	CDBG Administration & Planning
2	Fair Housing
3	Provide Public Services
4	Public Facilities/Infrastructure
5	Rehabilitation
6	Planning/Survey Economic Development
7	Affordable Housing Assistance (AHA)
8	HOME Administration & Planning
9	CHDO 15% Set Aside
10	CHDO Operating 5% Set Aside
11	Affordable Housing: New Construction & DPA

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has pursued a variety of strategies to impact the identified needs of the community, the primary obstacle to meeting the underserved needs is the lack of sufficient financial resources. Annually several project proposals may be unfunded or receive only partial funding due to lack of available resources.

AP-38 Project Summary

Project Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Administration & Planning	2022	2023	Community Development	Citywide	Provide Administration & Planning	CDBG: \$194,226.40	Other: Planning & Administration
2	Fair Housing	2022	2023	Community Development	Citywide	Affirmatively Furthering Fair Housing Choice	CDBG: \$2,000	Affirmatively Furthering Fair Housing Activities
3	Provide Public Services	2022	2023	Community Development	Citywide	Public Services	CDBG: \$127,000.00	Number of low-income persons served
4	Public Facilities/Infrastructure	2022	2023	Community Development	Citywide	Public Facilities/Infrastructure	CDBG: \$370,065.60	Number of low-income persons served in area
5	Rehab	2022	2023	Community Development	Citywide	Housing Affordability	CDBG: \$150,000	Housing units rehabbed
6	Planning Study-Economic Development	2022	2023	Community Development	Citywide	Economic Development	CDBG: \$50,000	Microenterprise Development
7	Affordable Housing Assistance (AHA)	2022	2023	Community Development	Citywide	Housing Affordability	CDBG: \$80,000	Down payment Assistance
8	HOME Administration & Planning	2022	2023	Affordable Housing	Citywide	Provide Administration & Planning	HOME: \$50,529.80	Other: Planning & Administration
9	CHDO 15% Set-Aside	2022	2023	Affordable Housing	Citywide	Affordable Housing	HOME: \$75,794.70	Affordable Housing Activities
10	CHDO Operating 5% Set-Aside	2022	2023	Affordable Housing	Citywide	Affordable Housing	HOME: \$25,264.90	CHDO Operating
11	Affordable Housing Activities: New Construction and DPA	2022	2023	Affordable Housing	Citywide	Affordable Housing	HOME: \$353,708.60	New Construction (\$253,708.60; DPA \$100,000)

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Murfreesboro is an urban area that relies on widely accepted data such as American Community Survey (ACS), HUD low and moderate-income summary data, and Federal Financial Institutions Examinations Council (FFIEC) data to determine areas throughout the community with concentrations of low and moderate-income communities. Program resources are allocated city-wide based on low-mod areas, which often coincide with areas of minority concentration. Over the next five years, the City intends to utilize CDBG funds in areas where 51% or more of residents have low or moderate household incomes).

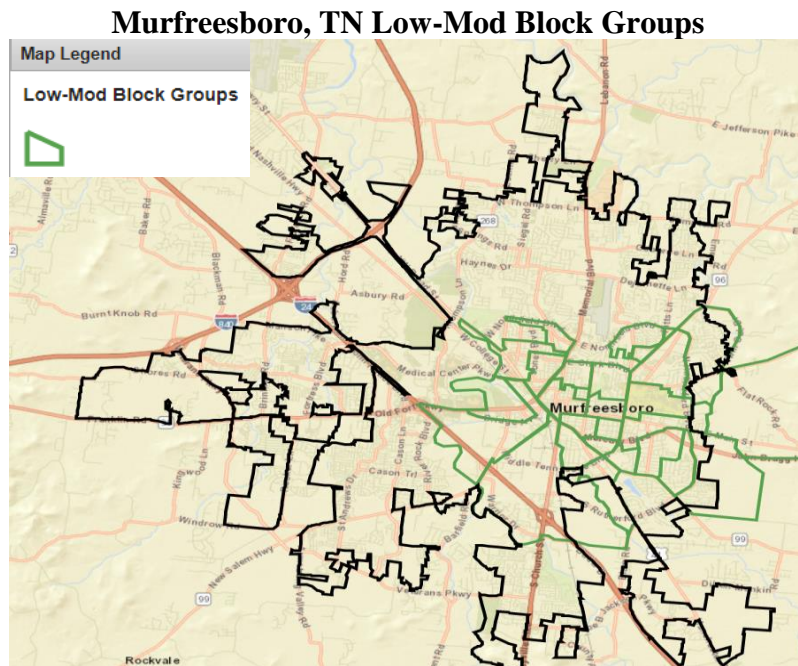
Geographic Distribution

Target Area	Percentage of Funds
Citywide	80%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will allocate resources to the low- and moderate-income block groups within the City. The areas outlined in green on the map will generally be prioritized for allocation of resources, however, individual low- and moderate-income persons residing anywhere in the City may be eligible beneficiaries of CDBG funds.



Source: HUD Con Plan Mapping Tool. <https://egis.hud.gov/cpdmaps/>

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Murfreesboro with its nonprofit partners will provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families. The special needs population will be served through grants to local service providers. The homeless population will be served through assistance grants to local service providers. To address these needs, the City will use CDBG and THDA ESG funds to support the rehabilitation of existing units and providing homeless services.

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	1,500
Special-Needs	
Total	2,000

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	2
Rehab of Existing Units	5
Acquisition of Existing Units	5
Total	12

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The MHA is an independent authority established under state law, is separate from the general control of the City and is not required by a Section 504 Voluntary Compliance Agreement to increase the number of accessible units.

Actions planned during the next year to address the needs to public housing

The MHA has been approved for the RAD conversion of Parkside and Mercury Court properties. The is taking the first step in a multi-phase, multi-year process. That step is to create a master plan for the redevelopment of Oakland Court, a 76-home public housing neighborhood on approximately 20 acres between North Academy and Maney Avenues. The multi-year plan will replace 76 homes at Oakland Court with new homes and increase the total number of homes to 150 almost doubling the number of homes available there to qualified families. Upon completion of Oakland Court, the MHA will relocate the residents of Mercury Court residents to Oakland Court.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The MHA undertakes a variety of initiatives to increase resident involvement which include established programs that represent all residents living in Housing Authority developments. The MHA coordinates programs, activities, and services offered to residents, including:

- Family Self Sufficiency Program - designed to assist residents with achieving self-sufficiency. This effort is accomplished through goal setting, intervention, advocacy and community collaboration. When entering the program, the residents meet with a Family Self Sufficiency (FSS) Program Coordinator to discuss their needs and to set goals. Residents can receive assistance with seeking employment, job training, and educational opportunities.
- Resident Advisory Board (RAB) which meets regularly to obtain input from residents regarding capital needs and the overall PHA Annual Action Plan for the Housing Authority.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The MHA is not designated as troubled and is considered a high performer with a score of 93. PHAs scoring 59 (on a scale of 100) or lower are designated as "troubled." PHAs scoring 90 or higher are designated as "high performing," and those with scores of 60-89 are "standard" or "substandard."

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Murfreesboro's 2020-2024 Consolidated Plan identifies increasing housing options for the homeless and at risk of homelessness as a strategic priority. Long-term objectives include supporting emergency housing and supportive services and the implementation of a coordinated entry system.

The 2022 ESG allocation from the state agency will fund emergency shelter, rapid re-housing, and homeless prevention services that are projected to assist homeless and at-risk of homeless beneficiaries. The identified projects target homeless individuals and families who lack the resources to regain stable housing independently. Programs are designed to connect clients with the services necessary to ensure they move from emergency shelter to transitional or permanent housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City of Murfreesboro will utilize Emergency Solutions Grant funding provided through the State of Tennessee for Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, HMIS administration, and ESG program administration. Funding for these programs are projected to benefit homeless persons and those at risk of homelessness. Projects selected for funding are designed to help shorten the client's homelessness, improve their ability to secure stable housing, and prevent recurrent homeless episodes.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates in and supports local efforts of the Housing, Health, and Human Services Alliance of Rutherford County (H³ARC) and other local agencies in its initiatives and projects. Murfreesboro will also continue to support organizations that assess the needs of the homeless to create a more robust social service system to address unmet needs.

Over the following Action Plan period, the City will collaborate with various local nonprofits organizations to expand services for the homeless and at-risk of homelessness population. Additionally, H³ARC collaborates with nonprofit organizations to analyze current needs to identify funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the H³ARC, annually assesses the characteristics of the homeless population in the City. This data allows the Continuum and the City to track the changing needs of the homeless. The City will continue to support the efforts of the Continuum of Care in the preparation of the Point in Time Count to address the specific needs of homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City supports efforts to decrease or end homelessness in Murfreesboro and supports the local Continuum of Care initiatives. The City of Murfreesboro does not receive a direct ESG allocation. It, therefore, relies on the allocation received by the agencies applying to the Continuum of Care to address these needs. These agencies are awarded funding for essential services and operations to emergency

shelters and transitional housing facilities. These facilities provide shelter and services to citizens of Murfreesboro to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near-homeless by providing support for emergency housing and supportive services for homeless families and individuals, developing transitional housing, and preventing persons released from institutions from entering homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to oversee activities for homeless individuals and families. The City has identified rapid re-housing as a priority during this Action Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters.

The City of Murfreesboro encourages collaboration with organizations to transition as many people as possible into permanent housing as quickly as possible. Some families or individuals may require only limited assistance for a short time, such as emergency food and shelter -- until a first paycheck is received or a medical emergency has passed. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, agencies need to eliminate duplication of effort by local agencies, both in intake and assessment procedures and subsequent housing and supportive services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Murfreesboro will continue to support homelessness programs in 2020-2025 to assist families and individuals in avoiding becoming homeless. These programs seek to prevent homelessness by providing up to a year of short-term rental assistance, rental security deposits and last month's rent, and costs such as rental application fees and utilities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Rutherford County imposed a development fee on all new residential construction, the proceeds of which are used primarily for school construction. The Rutherford County Commission has expressed no interest in rescinding this fee since the cause for it has not gone away. The City also imposes a storm water fee on all new development to help pay for its federally mandated storm water program. Both hurt the cost of new construction that affects the supply of affordable housing.

Community Development Department staff was used as a resource for housing issues, particularly those affecting the supply of affordable housing. Much of their input was incorporated into the Housing chapter of the report.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Murfreesboro does have some infill and redevelopment within the City's core. New housing units at a higher density are replacing many substandard housing units. Additionally, the residential units are being rehabilitated by private owners upgrading housing stock in the City core. The City also has two redevelopment projects that will provide additional residential units in midrise buildings which are replacing single story commercial and institutional building that are no longer being used.

While there is no single approach that meets all needs, a combination of planning, regulatory, and financing mechanisms can influence what is constructed. However, given the provisions that Tennessee state law places on cities and especially counties, few, if any, mechanisms currently available to entirely prevent haphazard growth patterns, particularly within the City's UGB.

Ultimately, growth management and utility extension policies should be based on the community's stated goals and objectives about the kind of community within which residents want to live. The long-term pattern of growth should be managed to balance market demands with economic development objectives. Indeed, future growth should be coordinated with infrastructure and public service investments such that the pattern and timing of development occur in a fiscally responsible manner.

During this Action Plan period, Murfreesboro will consider infill development opportunities closer to the city center. The new development has typically occurred at the City's outskirts on more significant swaths of undeveloped land (e.g., south of State Highway 99). These areas are less costly to serve and hence, more efficient as they are already serviced by roads, water, and sewer lines, public safety, solid waste collection, and existing parks and schools. The City should also consider opportunities that focus on redeveloping underutilized properties or obsolete building sites. This may involve the construction of individual lots or small undeveloped parcels in established neighborhoods and commercial districts.

AP-85 Other Actions – 91.220(k)

Introduction:

The Strategic Plan addresses the issue of meeting underserved needs through a variety of initiatives. Several of these initiatives are proposed for funding in this Annual Plan. The Community Development Department staff will host various workshops for subrecipients to provide an overview of program guidelines and expectations. We will utilize these workshops as an opportunity to network, share successes and lessons learned, and discuss best practices for utilizing HUD funding. Technical assistance will also be provided to subrecipients as needed.

Actions planned to address obstacles to meeting underserved needs

Murfreesboro will collaborate with community leaders, stakeholders, and local nonprofit agencies to help remove obstacles to meet the needs of the underserved population and improve service delivery. The City will coordinate the work of nonprofit agencies to provide social services, disseminate news and information, and spearhead community-wide solutions to local needs. The City will also review and analyze the work of its various departments and divisions to find opportunities for collaboration between similar programs. Program staff will also ensure that all fair housing education materials are current and compliant with the Affirmatively Furthering Fair Housing Final Rule.

Actions planned to foster and maintain affordable housing

Murfreesboro will actively work to address the need for more decent and affordable housing by prioritizing the investment of funds into all its housing programs. In the interest of preserving affordable housing, the City will continue to support the use of CDBG program funds for activities such as down-payment assistance and rehabilitation. To promote fair housing choice, the City will encourage and support fair housing rights for all and provide program funds to conduct outreach and education regarding the Fair Housing Law act of 1968.

Actions planned to reduce lead-based paint hazards

All applicants for both the Housing Rehabilitation Program and the Affordable Housing Program receive a copy of the booklet *The Lead-Safe Certified Guide to Renovate Right*. A pdf. version of this booklet is available on the City's website through a link from the Community Development page.

Before approving any Affordable Housing Program loans on pre-1978 homes, a lead-based paint visual inspection is conducted. If paint disturbance is noted, a full lead assessment and risk analysis are conducted. When the owner-occupant of a pre-1978 house applies for the Housing Rehabilitation Program, the Community Development Department orders a lead assessment and risk analysis at no cost to the applicant.

Actions planned to reduce the number of poverty-level families

Education and employment are critical factors in breaking the cycle of poverty. To that end, the City is committed to funding programs over the five years that will promote literacy, financial literacy, and self-sufficiency and help prepare residents for employment opportunities.

The City works with the Murfreesboro Housing Authority and the Tennessee Housing Development Agency to encourage Section 8 to homeownership participants. A provision in the policies of the City's Affordable Housing Assistance Program makes half of the financing provided to very-low-income first-time homebuyers a grant and half a no-interest loan due on sale.

The City includes Section 3 language in its notifications to housing rehabilitation contractors and the housing rehabilitation contracts. Successful bidders are supplied with contact information for the Murfreesboro Housing Authority Section 3 coordinator and other agencies able to supply low-income workers.

Actions planned to develop institutional structure

Murfreesboro is a direct recipient of Emergency Solutions Grant (ESG) Program funds from the Tennessee Housing Development Agency. Through this funding source, Murfreesboro allocates funding for Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, and data entry into the Homelessness Management Information System. Coldest Nights, a collaborative program of The Journey Home, The Salvation Army, and First Baptist Church of Murfreesboro, offers shelter to men who would otherwise be sleeping in unsheltered conditions on nights with temperatures forecast to be below 30°. Because most of the persons making use of the program fit the definition of chronically homeless, the program provides a point of contact for service providers to reach out to this population. Murfreesboro City Schools and Rutherford County Schools have programs to connect homeless families with children and unaccompanied youth to service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will work to foster collaboration through the dissemination of services, news, and information across social service organizations, subcontractors, and public and private entities. The City will accomplish this through subrecipient meetings that bring together affordable housing developers and social service agencies. The City will encourage community-based solutions and regional partnerships and continue to support and participate in the CoC, whose membership includes affordable housing and social service agencies.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$100,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	\$100,000

Other CDBG Requirements

1. The amount of urgent need activities	0
---	---

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

City of Murfreesboro will utilize investment of HOME program funds as designated in CFR part 92.205(b). The City will provide HOME Program funds new construction and down-payment assistance loans to low and moderate-income homebuyers. The loans will be provided as “soft-second” mortgages, secured with a lien on the approved property.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements HOME grantees must use for all homebuyer activities. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer, and enforced via lien, deed restrictions, or covenants running with the land. The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability.

When undertaking HOME-assisted homebuyer activities, including projects funded with HOME program income, the City will establish resale or recapture provisions that comply with HOME statutory and regulatory requirements and set forth the provisions in its Consolidated Plan. HUD must determine that the provisions are appropriate. The written resale/recapture provisions that the City submits in its Annual Action Plan must clearly describe the terms of the resale/recapture provisions, the specific circumstances under which these provisions will be used, and how the City will enforce the provisions.

Note: City of Murfreesboro’s complete Resale and Recapture provisions are included as an appendix. Below is a summary of applicable portions of the provisions.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City’s resale and recapture provisions ensure the affordability of units acquired with home funds in several ways.

The HOME rule at §92.254(a)(4) establishes the period of affordability for all homebuyer housing. The City’s calculation for the period of affordability is based upon the amount of HOME assistance in each unit and the applicable period of affordability under resale or recapture provisions.

a. Period of Affordability Under Resale Provisions

Under resale, §92.254(a) (5) (i) the HOME rule states that the period of affordability is based on the total amount of HOME funds invested in the housing. In other words, the total HOME funds expended for the unit determines the applicable affordability period. Any HOME program income used to assist the project is included when determining the period of affordability under a resale provision.

b. Period of Affordability Under Recapture Provisions

For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the HOME-funded direct subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not anticipate refinancing any existing debt with its HOME funds during this Consolidated Plan period.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: ClearSpan Fabric Structures Change Order No. 2 for Soccer Park

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

ClearSpan Fabric Structures Change Order No. 2 for Electrical Revisions at Soccer Park.

Staff Recommendation

Approve Change Order No. 2 with ClearSpan Fabric Structures.

Background Information

Contract documents for the indoor practice facility show the exhaust fans and wall louvers to provide ventilation air for the facility. The electrical drawings show electrical power service to these items. The contract documents do not include interconnections for the wall louvers to operate in coordination with the exhaust fans. This change order adds an electrical panel with fan switches and contactors to open the wall louvers in coordination with the exhaust fans.

Council Priorities Served

Improve economic development

Improvements to the Richard Siegel Soccer Complex will allow for increased regional and national tournaments that will have a significant impact in direct revenue, sales tax revenue, and the local economy.

Fiscal Impact

The change order expense, \$28,357, is funded through the FY21 CIP and is within the funds for the project budget.

Attachments

1. Change Order No. 2 with ClearSpan
2. Letter of Explanation from Architect

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



CHANGE ORDER NO. 2

PROJECT: Richard Siegel Soccer Park
Indoor Training Facility
Cherry Lane

CHANGE ORDER NO: 2

DATE: June 20, 2022

CONTRACTOR: ClearSpan Fabric Structures
International, Inc.
1395 John Fitch Blvd.
South Windsor, CT 06074

ARCHITECT'S PROJECT NO: 1818

CONTRACT FOR: Construction

CONTRACT DATED: April 22, 2021

You are hereby directed to make the following changes in this Contract

ITEM 1: Add fan control panel, as shown on Proposal Request No. 2 dated May 24, 2022.

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original current Contract Sum was	\$2,637,292.00
Net change by previously authorized Change Orders	\$7,345.86
The Contract Sum prior to this Change Order was	\$2,644,637.86
The Contract Sum will be increase by this Change Order	\$28,356.55
The new Contract Sum including this Change Order will be	\$2,672,994.41
The Contract Time will be	UNCHANGED
The Contract Time extensions by previous Change Orders is	ZERO (0) DAYS

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

CLEARSPAN FABRIC
STRUCTURES INT., INC.
CONTRACTOR

CITY OF MUFREESBORO
OWNER

BY

John T. Trail, Vice President

BY

Matt Niaura, Vice President

BY

Shane McFarland, Mayor

DATE 6-20-22

DATE

DATE

ATTACHMENTS:

- A. Proposal Request No. 2 dated May 24, 2022 (5 pages)
- B. ClearSpan E-Mail dated June 13, 2022 (1 page)

Approved to form:

Adam Tucker, City Attorney

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



PROPOSAL REQUEST

PROJECT: Richard Siegel Soccer Park
Indoor Training Facility
Hwy. 231N at Cherry Lane
Murfreesboro, TN

CONTRACTOR: ClearSpan Fabric Structures
International, Inc.
1395 John Fitch Blvd.
South Windsor, CT. 06074

PROPOSAL REQUEST NO: 02

DATE: May 24, 2022

ARCHITECT'S PROJECT NO: 1818

CONTRACT DATED: April 22, 2021

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Drawing E0.1

Reference: PANELBOARD SCHEDULE HP1

Change: Panelboard Schedule HP1, as shown on the attached Drawing E0.1 with Revision 2 date of 5-24-22.

Reference: PANELBOARD SCHEDULE LP1

Change: Panelboard Schedule LP1 as shown on the attached Drawing E0.1 with Revision 2 date of 5-24-22.

Drawing E0.3

Add: Drawing E0.3, Electrical Exhaust Fan/Louver Wiring Diagram, with Revision 2 date of 5-24-22.

Drawing E1.2

Reference: ELECTRICAL POWER FLOOR PLAN

Change: Wall louver circuit numbers as shown on the attached Drawing E1.2 with Revision 2 date of 5-24-22.

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

BY: _____
R. Lyle Lynch, AIA

PROPOSAL REQUEST NO. 2
Richard Siegel Soccer Park
Indoor Training Facility
J+B No. 1818
May 24, 2022
Page 2

ATTACHMENTS: Drawing E0.1 with Revision 2 date of 5-24-22
Drawing E0.3 with Revision 2 date of 5-24-22
Drawing E1.2 with Revision 2 date of 5-24-22

DISTRIBUTION: *Robert Blush - ClearSpan Fabric Structures
(*via e-mail) *Nate Williams - Murfreesboro Parks & Recreation
*Scott Elliott - City of Murfreesboro
*Derwin Caffey - Win Engineering

City Center
100 East Vine St.
Murfreesboro Tennessee
37130

615 · 890 · 4560
Fax: 615 · 890 · 4564

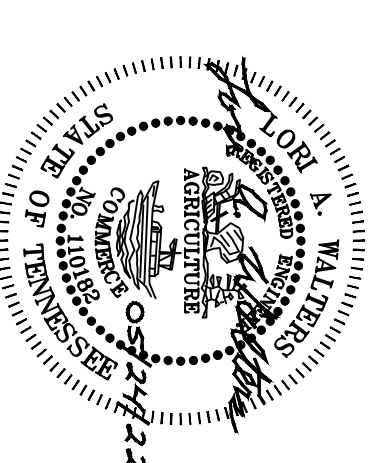
ELECTRICAL DESIGN FOR Soccer Practice Facility

Siegel
Soccer Park
Murfreesboro Tennessee

REVISION	DATE
1.	05-02-2022
SHUNT TRIP CB FOR FACP	
2.	05-24-2022
EXHAUST FAN & LOUVER	
CONTROL WIRING DIAGRAM	

NOTES:

THIS DRAWING SHALL NOT BE
REPRODUCED, PUBLISHED, OR USE
IN ANY WAY WITHOUT THE WRITTEN
PERMISSION OF THE ARCHITECT.



PROJECT NO.	1813
DATE	12-20-19
DRAWN BY	D.C.C
CHECKED BY	L.A.W

FO.

ABBREVIATIONS	
ABBREVIATION	MEANING
A	AMPS
AFT	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
C	CEILING
CB	CIRCUIT BREAKER
EL	EXISTING TO BE RELOCATED
ER	EXISTING TO BE REMOVED
EX	EXISTING TO REMAIN
FACP	FIRE ALARM CONTROL PANEL
FPMR	FUSE PER MANUFACTURER'S RECOMMENDATIONS
G, GFCI	GROUND FAULT CIRCUIT INTERRUPTER
HP	HORSEPOWER
MTD	MOUNTED
NA	NOT APPLICABLE
NF	NON-FUSED
NIC	NOT IN CONTRACT
NL	NIGHTLIGHT - PROVIDE UNSWITCHED HOT TO LIGHTING FIXTURE
RL	RELOCATE/RELOCATED
S	SAFETY TYPE RECEPTACLE
TV	TELEVISION CONNECTION - MOUNTING HT @ 84" AFF. U.N.O.
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VA	VOLT-AMPS
W	WATTS
WP	WEATHER PROOF
WR	WEATHER RESISTANT
YEAR	TRANSFORMER

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) TO NATIONAL ELECTRICAL CODE.
2. ALL SINGLE PHASE BRANCH CIRCUITS (RECEPTS, LIGHTING, ETC.) ARE 3/4" CONDUIT OR EMT WITH (3) 12 GA. BLACK/WHITE/GREEN THHN, 90 DEGREE C WIRING. ALL OTHER CONDUIT AND WIRING SHALL BE AS INDICATED ON THE PLANS. ACTUAL ROUTING AND HORIZONTAL GROUPINGS ARE TO BE DETERMINED IN THE FIELD. ALL WIRING SHALL BE COPPER.
3. ELECTRICAL DRAWINGS ARE DIAGNOSTIC, EXCEPT FOR DETAILS AND ELEVATIONS. DO NOT SCALE. DETERMINED AND ROUGHED-IN DURING CONSTRUCTION TO AVOID INTERFERENCE. TO MEET USER REQUIREMENTS, TO PROVIDE MODULAR WORKING, AND TO MEET NEET LINEAR ACCESS AND CLEARANCE REQUIREMENTS.
4. VERIFY EXACT LOCATIONS OF MOTORS AND EQUIPMENT BEFORE ROUGHING IN. VERIFY ALL NEW RECEPTACLE LOCATIONS AND RECEPTACLE WITS OWNED PRIOR TO CONSTRUCTION.
5. FINAL CONNECTIONS TO ALL AIR-HANDLERS, CONDENSING UNITS, EXHAUST FANS, AND OTHER EQUIPMENT DEVICES WHICH VIBRATE, SHALL BE MADE WITH FLEXIBLE SEALTITE AND APPROPRIATE WIRING.

7. VERT. ALL DOOR SINKS WITH ARCHITECTURAL BEFORE FINISHING IN LIGHT SWITCHES.
8. MOTOR STARTERS, CONTACTOR, TRANSFORMERS, ETC. LETTERS SHALL BE 0.75 INCH MINIMUM.
9. TRADE NAMES ARE GIVEN TO CLARIFY TYPE OF PRODUCT AND QUALITY DESIRED.
10. CONTRACTOR SHALL USE AS REQUIRED TO INSTALL ELECTRICAL EQUIPMENT. REPAIR OF FLOOR OR WALLS SHALL BE COORDINATED WITH GENERAL CONTRACTOR. CONTRACTOR SHALL ALSO REPAIR ALL DAMAGES LEFT DUE TO EQUIPMENT REMOVAL.
11. ALL CONDUCERS ARE #12-2 COPPER UNLESS OTHERWISE SHOWN. ALL CONDUITS LARGER THAN #10 SHALL BE STRENGTHED. BRANCH CIRCUIT RUNS IN EXCESS OF 100 FEET (ONE WAY) SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE MINIMUM 3/4 INCH DIA. SEE SCHEDULE THIS SCHED. FEEDER CIRCUIT RUNS IN EXCESS OF 100 FEET (ONE WAY) SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE MINIMUM 2 INCH DIA.
12. PANELBOARDS SHALL CONTAIN A THERMISTAT DIRECTORY WITH A PLASTIC COVER AFFIXED TO THE INSIDE OF THE DOOR. UPDATE EXISTING PANELBOARD DIRECTORIES WHERE MODIFICATIONS ARE BEING MADE.
13. ALL FUSES, DEVICES, CONDUIT, AND EQUIPMENT SHALL BE SECURED WITH APPROVED HANGERS AND ANCHORS AND IN ACCORDANCE WITH APPROVED STANDARDS OF INSTALLATION.
14. CHUIT OR CAPACIT. AND FAULT CURRENT INTERRUPTING CAPACITY.
15. ALL BREAKERS SHOWN IN THE PANELBOARD SPECIFIC SHALL BE RATED AS SHOWN FOR BOTH CHUIT OR CAPACIT. AND FAULT CURRENT INTERRUPTING CAPACITY.
16. CONDUIT FOR TELEPHONE OUTLETS SHALL BE 3/4" EMT. PROVIDE PULL STRING TO TELEPHONE BACKBOARD VIA CONDUITS AND CABLE TRAY WHERE FEASIBLE.
17. BARRICADE VARIOUS, DISCONNECT SWITCHES, MOTOR STARTERS, AND CONTACTORS SHALL BE IDENTIFIED UNLESS OTHERWISE NOTED.
18. THESE DRAWINGS HAVE BEEN DERIVED FROM THE BEST AVAILABLE INFORMATION. CONTRACTOR DEMONSTRATION TO AVOID DAMAGE TO ADJACENT AREA.
19. WHERE DISCREPANCIES EXIST BETWEEN DRAWINGS AND SPECIFICATIONS, DRAWINGS SHALL OVERRULE SPECIFICATIONS.
20. THE ALARM SYSTEM COMPETING WITH THE NATIONAL FIRE ALARM CODE AND THE STATE FIRE MARSHAL SHALL BE DESIGNED AND CONSTRUCTED BY OTHERS UNDER SEPARATE CONTRACT WITH OWNER.

**MAXIMUM BRANCH CIRCUIT LENGTH
FOR SINGLE-PHASE LOADS (IN FEET)**

MAXIMUM ALLOWABLE VOLTAGE DROP	3%		
	120V	208V	277V
BRANCH CIRCUIT VOLTAGE DROP	20%/1P	30%/1P	30%/1P
CONDUCTOR VOLTAGE DROP (VMS)	30%/1P	30%/1P	30%/1P
#12	60	N/A	105
#10	95	65	170
#8	150	95	260
#6	235	140	410
#4	365	246	635
#3	465	310	810
#2	560	375	975
#1			650
			1,095
			865

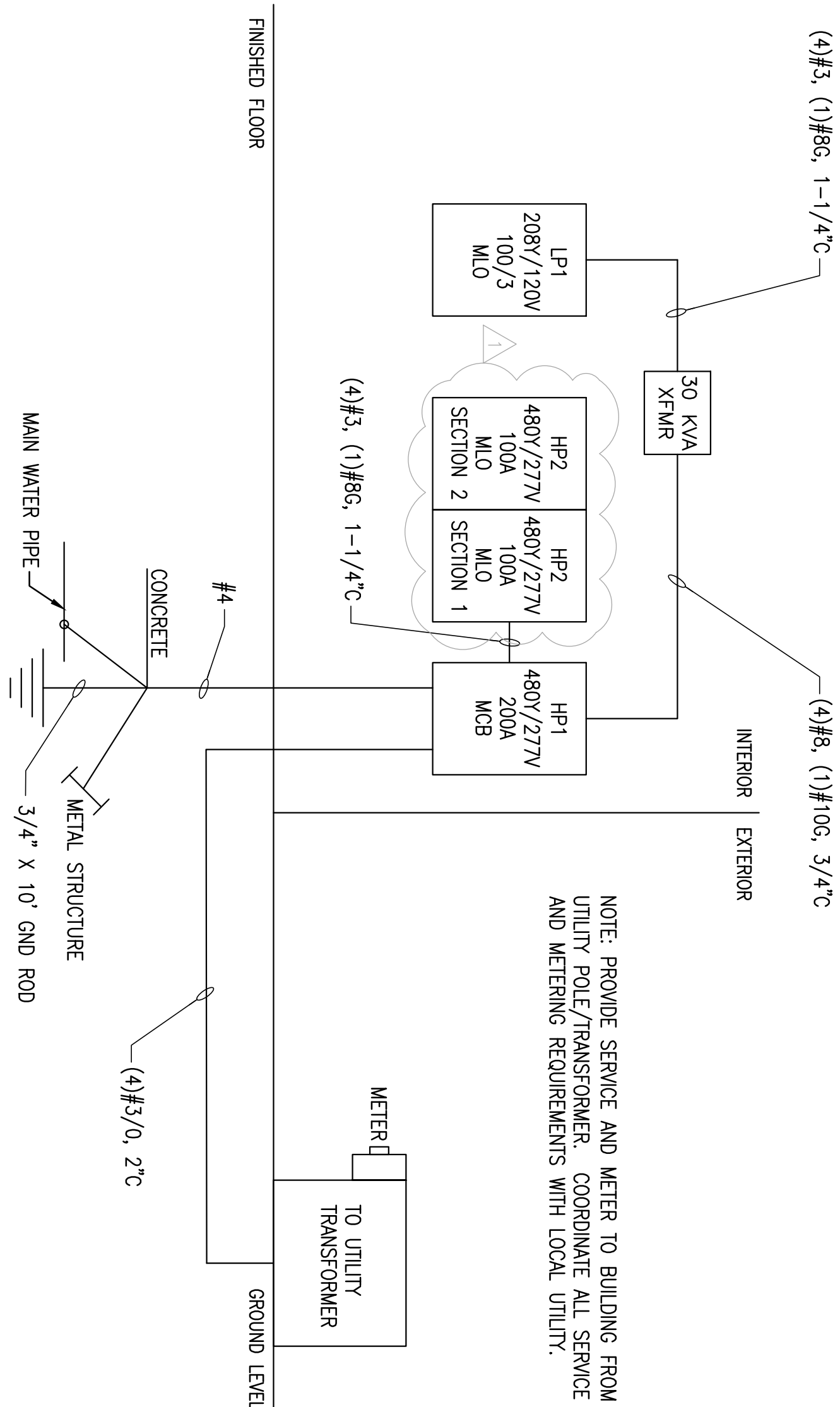
- | NOTES |
|---|
| 1. CALCULATIONS BASED ON LOAD 80% OF BRANCH BREAKER SIZE. |
| 2. VOLTAGE DROP BASED ON 0.85 POWER FACTOR. |
| 3. BRANCH CIRCUIT LENGTH VALUES INDICATED ARE WIRE DISTANCE FROM PANELBOARD TO LOAD |

LIGHTING FIXTURE SCHEDULE

LIGHTING FIXTURE SCHEDULE						
TYPE	DESCRIPTION	MANUFACTURER MODEL	VOLTAGE	LAMPS	MOUNTING	NOTES
A	1X1 L.E.D. HIGH BAY LIGHT FIXTURE	ISI INDUSTRIES ALA-LDHE-60L-D4-W-40 @ 2 SUSPENSION	120	419W L.E.D.	PENDANT	
A1	2X2 L.E.D. TROFFER LIGHT FIXTURE	ISI INDUSTRIES ALA-LDHE-48L-D4-W-40 @ 2 SUSPENSION	120	335W L.E.D.	PENDANT	
A2	2X4 L.E.D. T4-T5 PANEL TROFFER LIGHT FIXTURE	ISI INDUSTRIES ALA-LDHE-36L-D4-W-40 @ 2 SUSPENSION	120	265W L.E.D.	PENDANT	
B	LARGE EXTENSION WALL PACK L.E.D. LIGHT FIXTURE	BAUDON LIGHTING - LUMARK XTOR12LW-8Z	120	100W L.E.D.	WALL, 15'-0" A.F.F. ABOVE DOOR, U.O.M.	
F	24" LARGE CEILING FAN	TRI LITE HVLS-5423X460-1HP	120	750W	PENDANT, VERRY MOUNTING HEIGHT PRIOR TO CONSTRUCTION	
X1	L.E.D. DAY/EMERGENCY COMBO LIGHT FIXTURE	COOPER LIGHTING - SURE LITES EPK550D-WG3	120	2.2 W L.E.D.	UNIVERSAL	
X2	L.E.D. EMERGENCY LIGHT FIXTURE	COOPER LIGHTING - SURE LITES SLS050D-WG3	120	0.59W L.E.D.	UNIVERSAL	
X3	EXTENSION L.E.D. EMERGENCY LIGHT FIXTURE	COOPER LIGHTING - SURE LITES SLEWZ5	120	0.59W L.E.D.	UNIVERSAL, WALL, 10'-0" A.F.F.	
NOTES: 1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL ACCESSORIES NECESSARY TO PROVIDE A COMPLETE INSTALLATION OF FIXTURE. VERRY FINISHES WITH ARCHITECT AND OWNER PRIOR TO ORDERING.						

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION	WTC, HFC
	CONCEALED CONDUIT & CIRCULAR (R20 UNO)	NA
	CONCEALED CONDUIT & RECTANGULAR (R20 UNO)	NA
	CONDUIT BELOW GRADE ON SITE	NA
	EXPOSED CONDUIT ON WALL OR CEILING	NA
	SURFACE OR RECESSED FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	SURFACE OR RECESSED FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	SURFACE OR RECESSED FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	SURFACE OR RECESSED FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	WALL MOUNTED FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	WALL MOUNTED FIXTURE W/ BATTERY PACK (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	SURFACE OR PENDANT MOUNTED LIGHT FIXTURE (LETTER DENOTES TYPE, REFER TO LIGHT FIXTURE SCHEDULE)	AS INDICATED
	EXIT LIGHT, UNIVERSAL MOUNTING, W/ INTEGRAL BATTERY PACK SHADING INDICATES FACE	AS INDICATED
	BATTERY PACK FIXTURE	AS INDICATED
	ALL FIXTURES IN THIS SPACE SHALL BE SAME TYPE INDICATED	NA
	NOTE REFERENCE – REFER TO NOTE INDICATED	NA
	SINGLE POLE SWITCH – TOGGLE	3-10" AFF
	THREE-WAY SWITCH – TOGGLE	3-10" AFF
	FOUR-WAY SWITCH – TOGGLE	3-10" AFF
	LOW VOLTAGE SWITCH – MULTI LOCATION	3-10" AFF
	ASTRONOMICAL TIME CLOCK	5'-6" AFF UON
	RECEPTACLES	
	120V DUPLEX RECEPTACLE (G-GRND, W-WEATHERPROOF, W-WEATHER RESISTANT, T-TAMPER RESISTANT, U-UNITS USE OUTLET)	1'-6" AFF
	120V DUPLEX RECEPTACLE – SPECIAL MOUNTING HEIGHT	3'-10" AFF
	120V DUPLEX RECEPTACLE UNDER SINGLE CONCRETE	1'-6" AFF
	SPECIAL RECEPTACLE – VOLTAGE, AMP, & NEMA CONFIGURATION AS NOTED	1'-6" AFF UON
	120V DUPLEX RECEPTACLE – SPECIAL MOUNTING HEIGHT	3'-10" AFF
	JUNCTION BOX	SEE SPECS
	MANUAL MOTOR RATED SWITCH, 120V FRACTIONAL HP RATING AS INDICATED	
	NON-FUSED DISCONNECT – VOL./POLE/AMP/WEMA/ NEMA 1 UON	
	FUSED DISCONNECT – VOL./POLE/AMP/WEMA/ NEMA 1 UON	
	FUSED PER MANUFACTURER REQUIREMENTS (NEMA 1 UON)	
	CONNECTION ACROSS THE LINE MOTOR STARTER (NEMA 1 UON)	
	TELEPHONE TERMINAL, RACKBOARD – PROVIDE 3/4" EXTERIOR GRADE PLYWOOD WITH TWO COATS OF INSULATING VARNISH, SIZE AS INDICATED ON DRAWING, INSTALL A SEPARATE GROUNDING ELECTRODE AND BOND TO GROUND UTILITY SERVICE AS BACKGROUND.	
	SURFACE MOUNTED PANELBOARD WITH DESIGNATION – SEE SCHEDULE	
	FLUSH MOUNTED PANELBOARD WITH DESIGNATION – SEE SCHEDULE	
	ELECTRIC MOTOR	
	EXHAUST FAN	



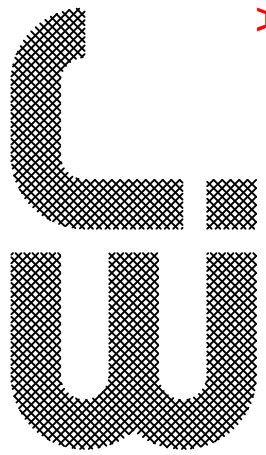
ELECTRICAL RISER DIAGRAM

NOT TO SCALE



Win
ENGINEERING

2 International Plaza, Suite 410, Nashville, TN 37217
Phone: 615-591-4565 | Fax: 615-250-0580
Project #09417



**Johnson +
Bailey**
Architects
P.C.

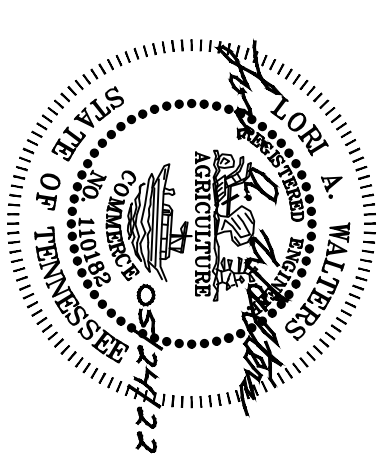
City Center
100 East Vine St.
Murfreesboro Tennessee
37130
615-890-4560
Fax: 615-890-4564

ELECTRICAL
DESIGN FOR
Soccer
Practice
Facility
at
Siegel
Soccer Park
Murfreesboro Tennessee

REVISION	DATE
A	05-02-2022
SHUNT TRIP CB FOR FACP	
A	05-24-2022
EXHAUST FAN & LOUVER CONTROL WIRING DIAGRAM	

NOTES:

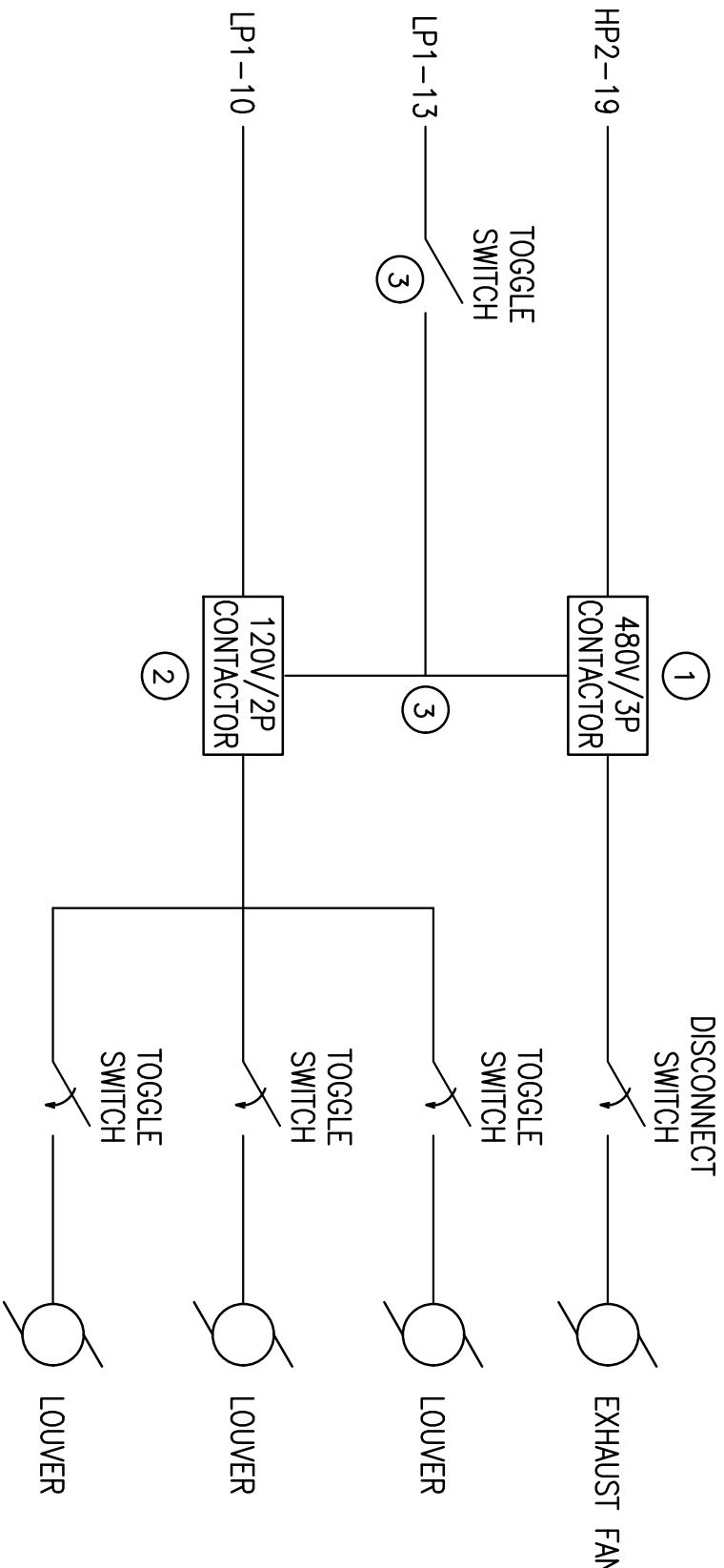
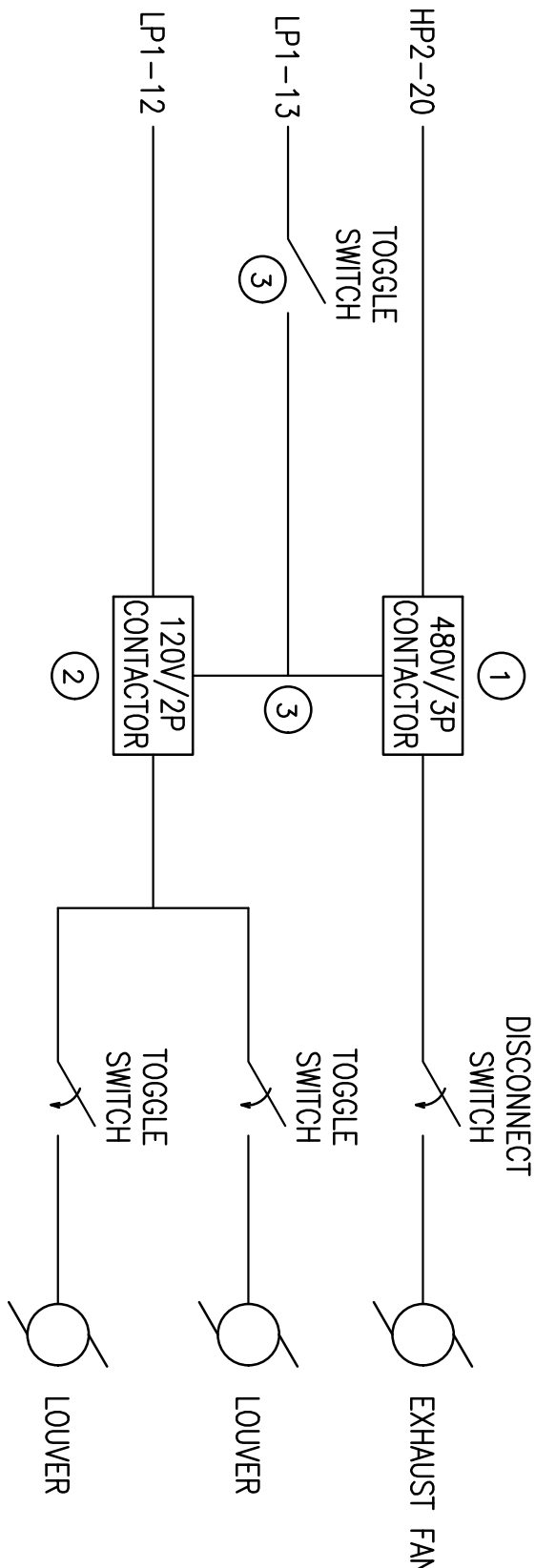
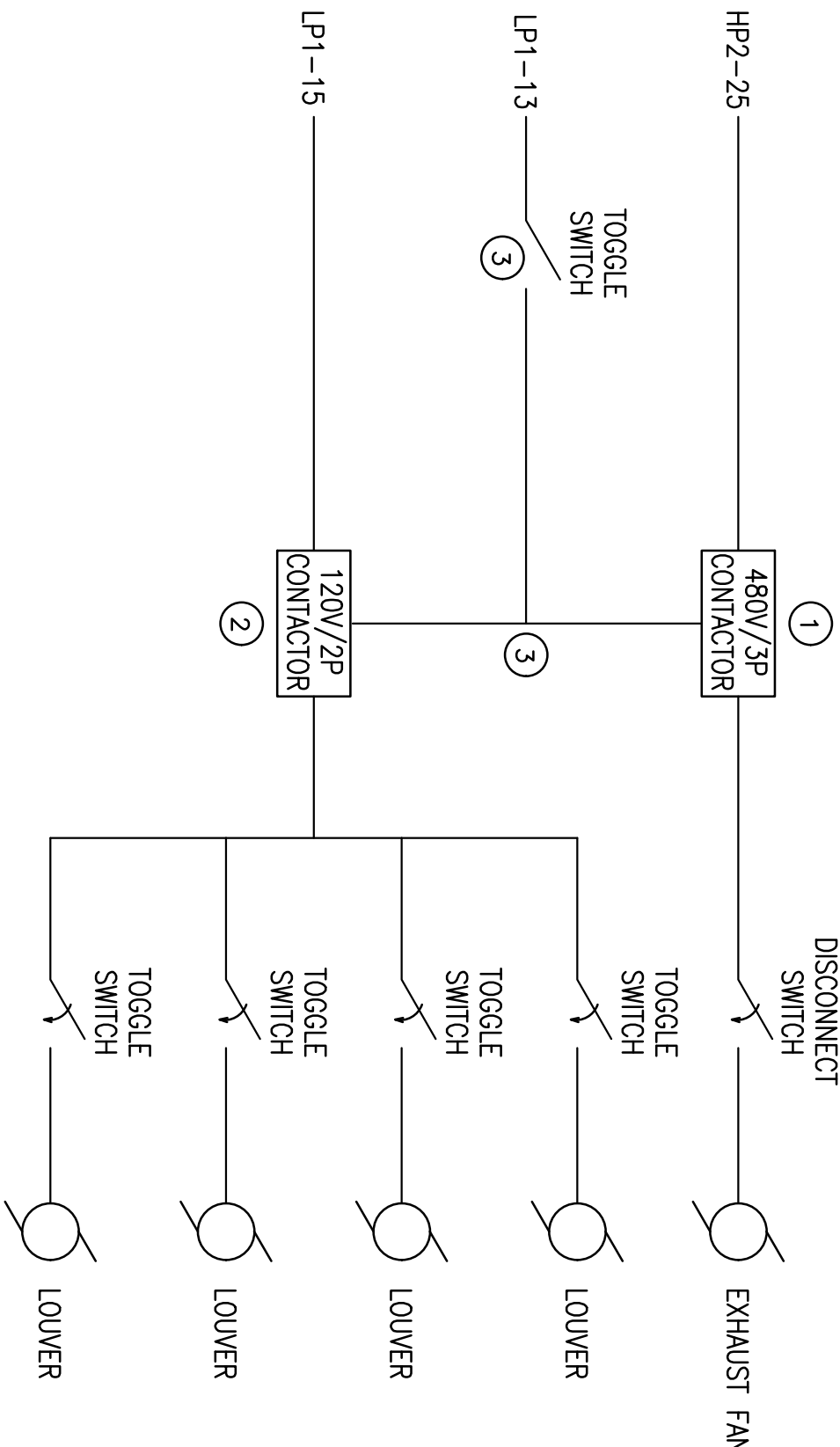
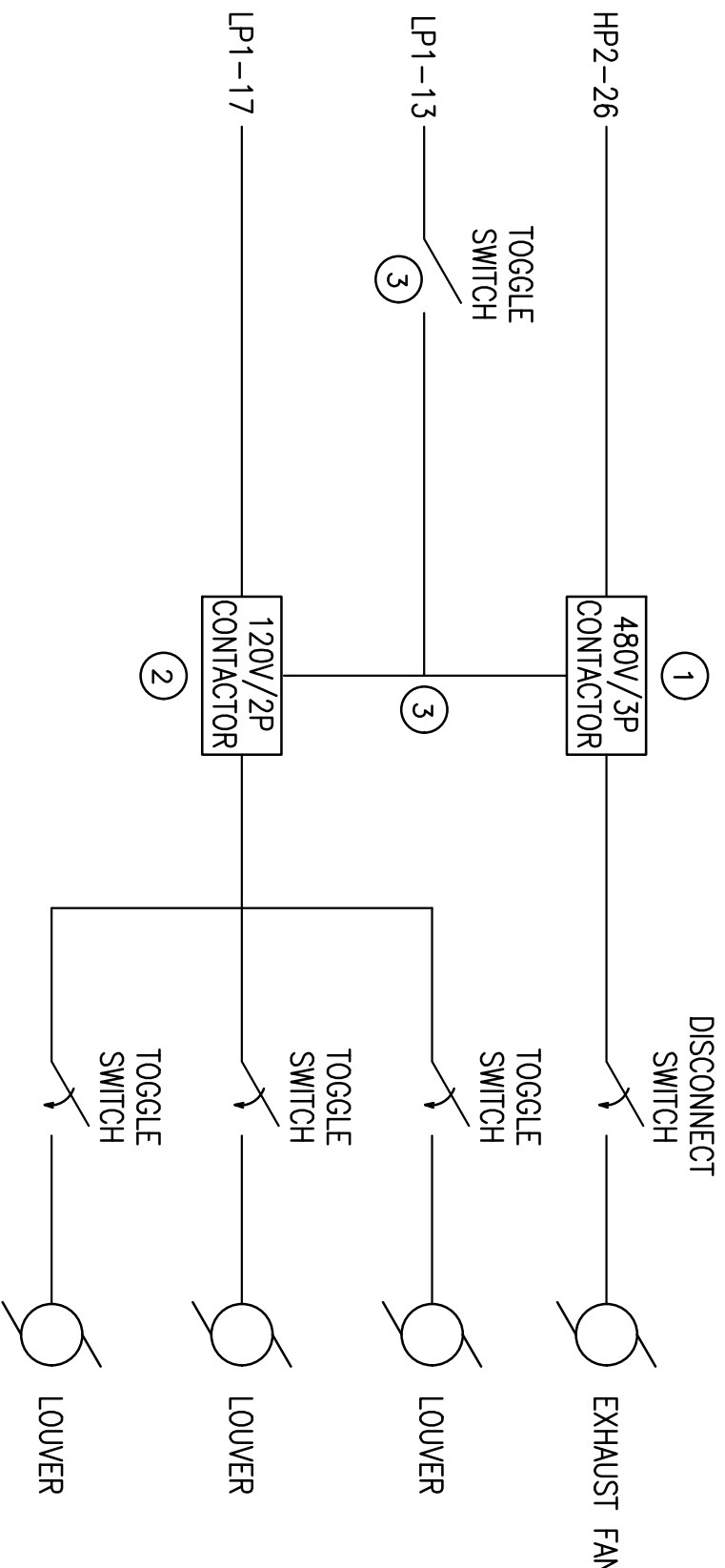
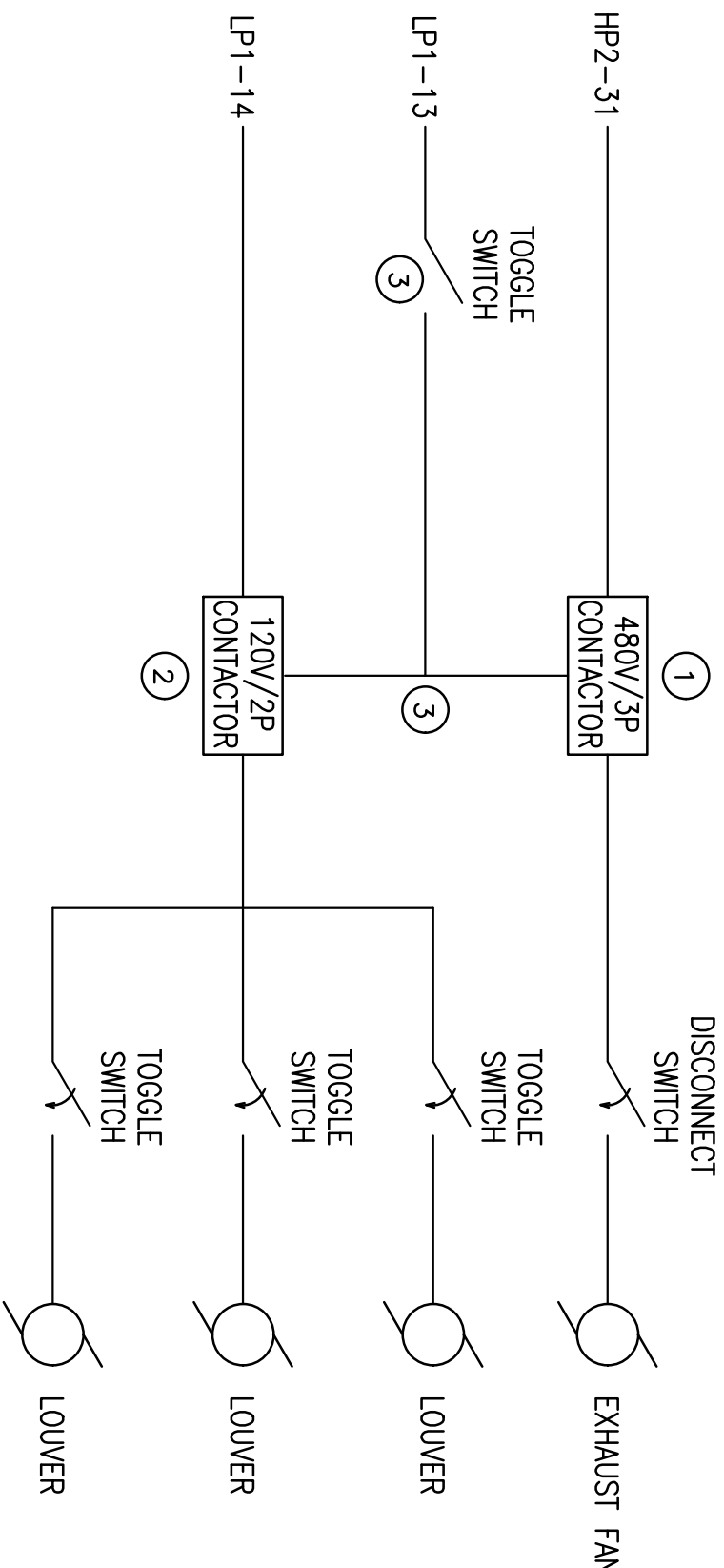
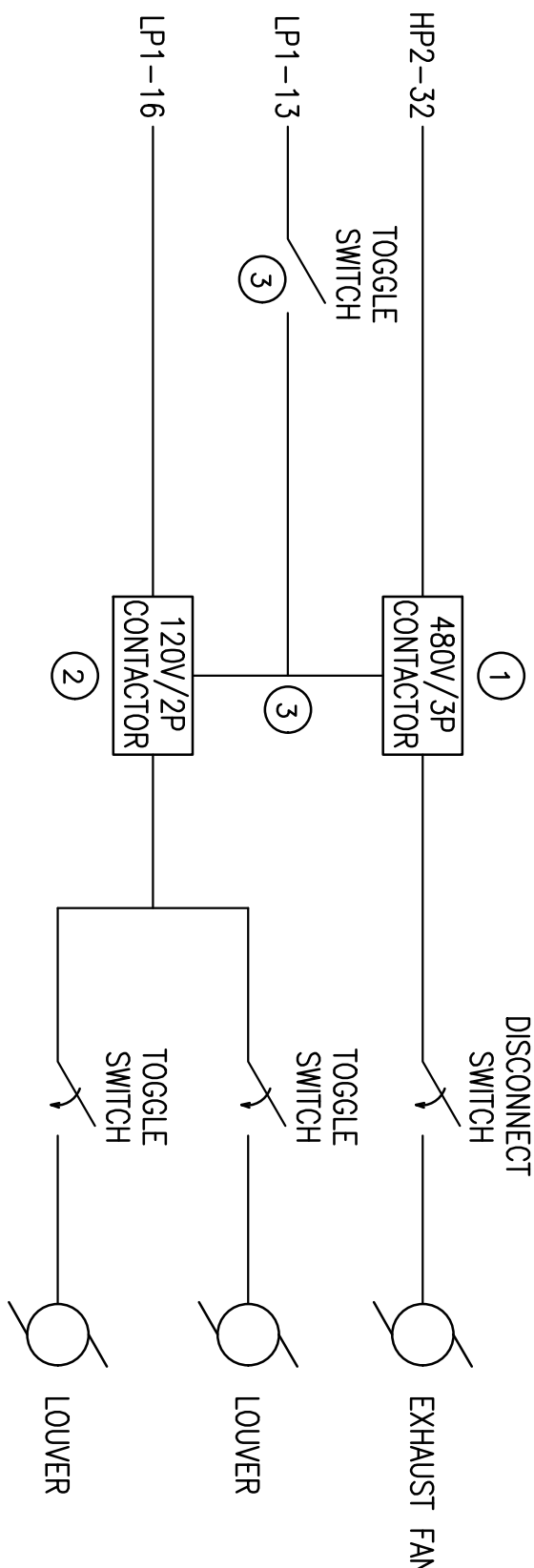
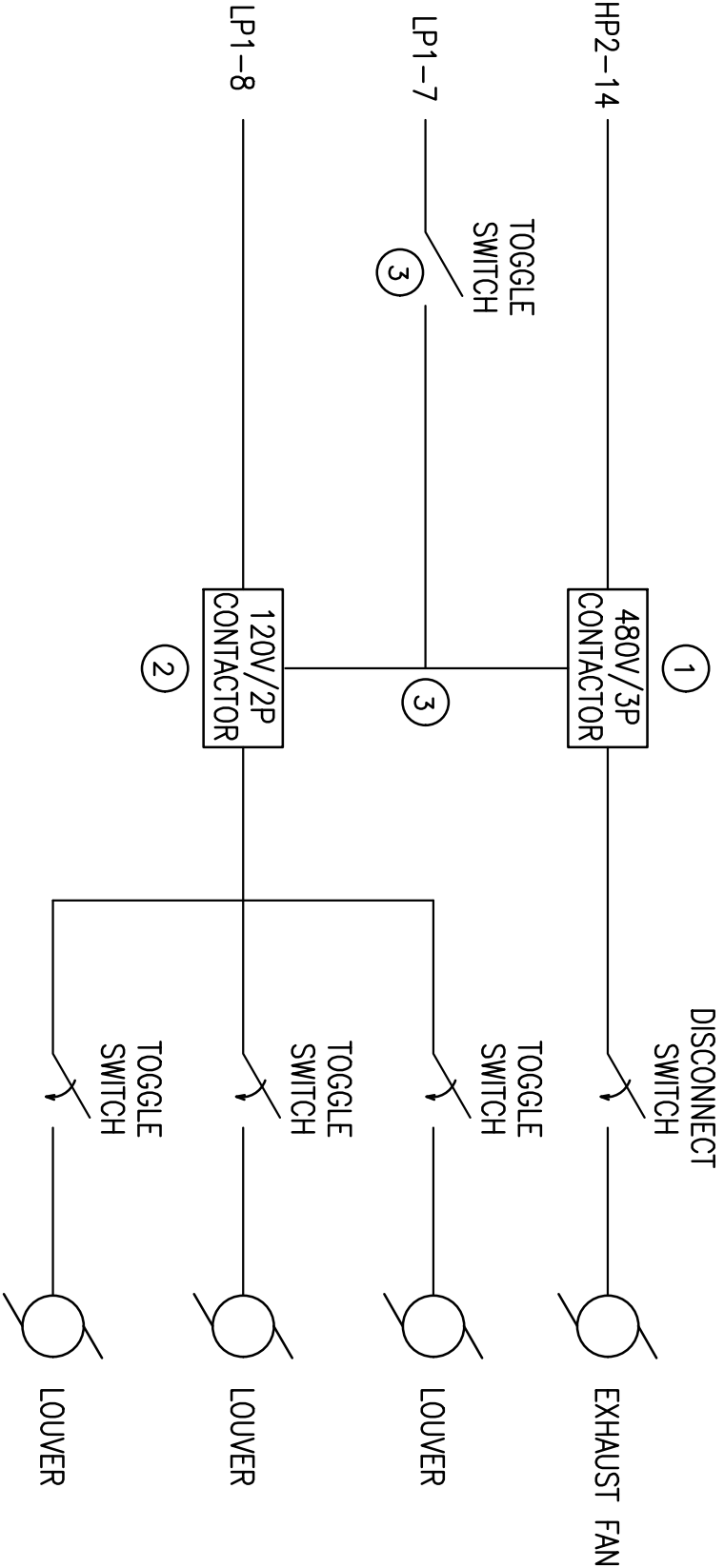
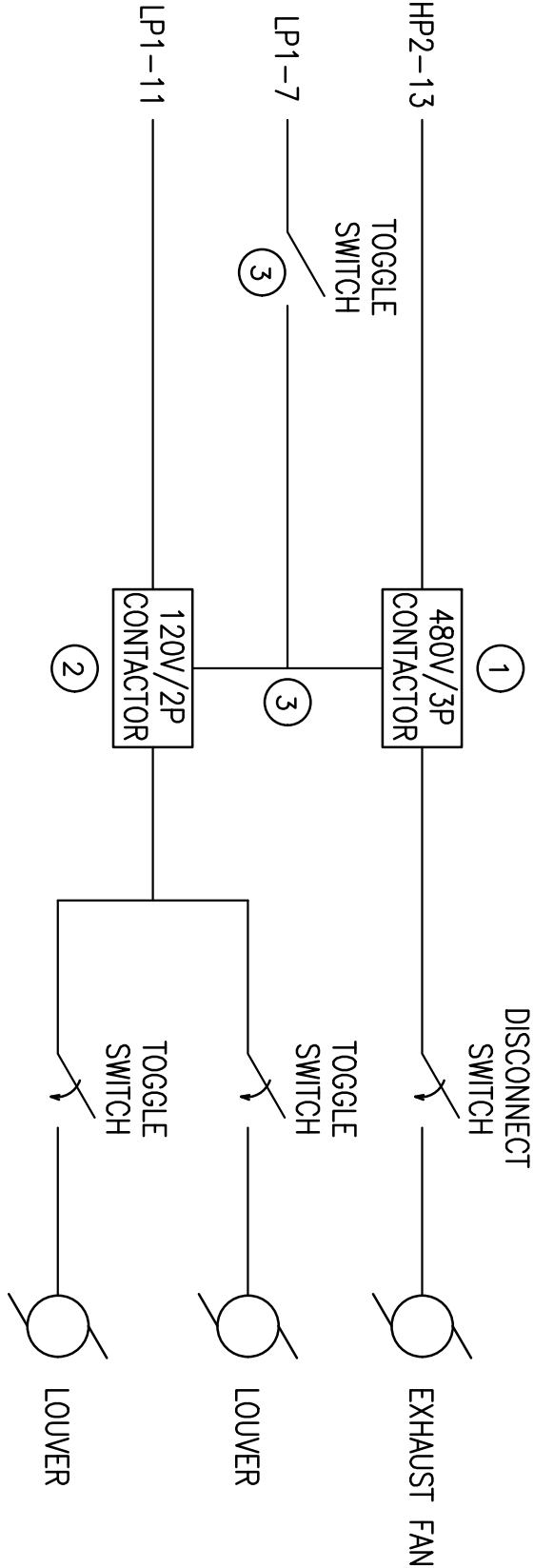
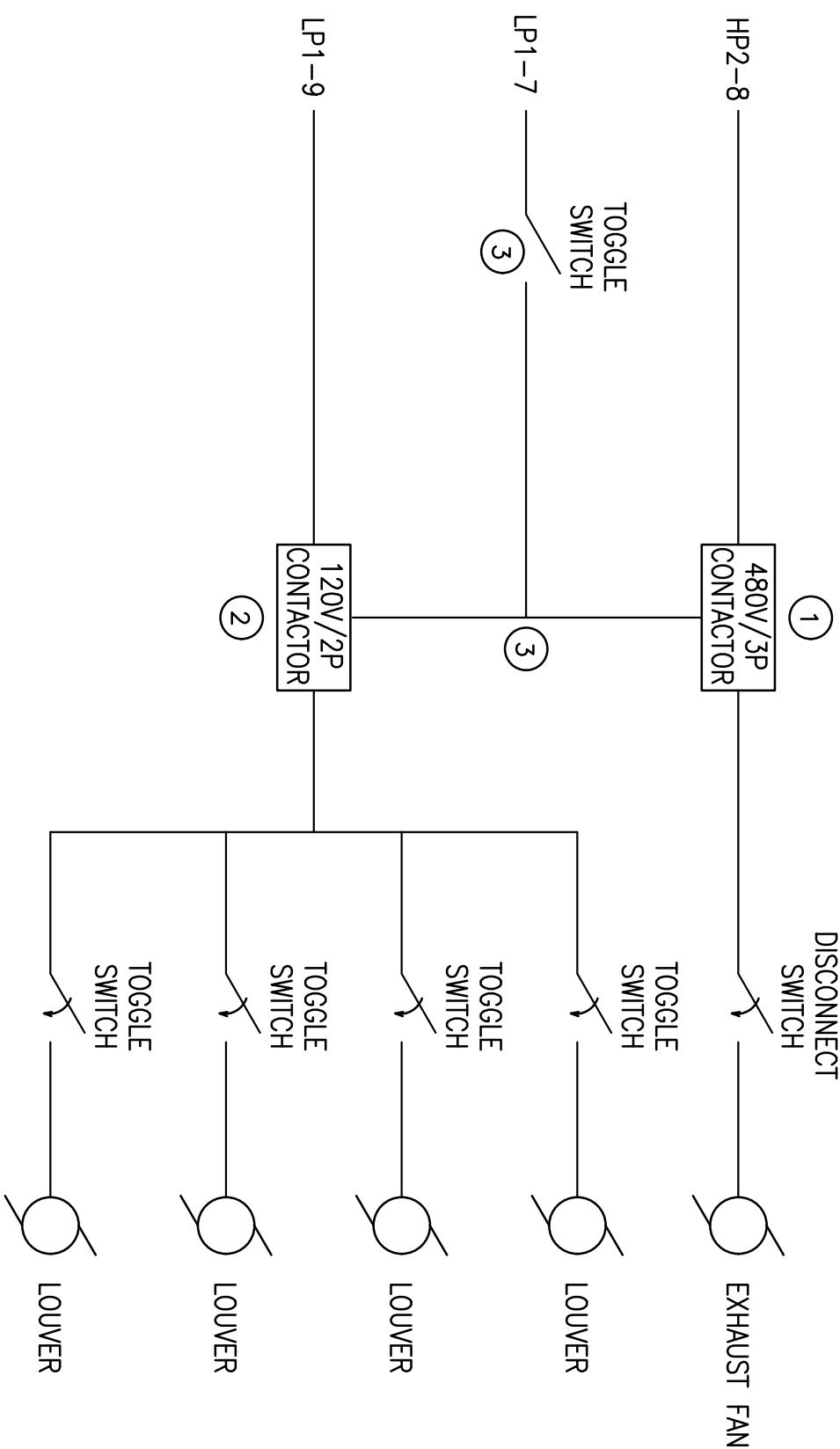
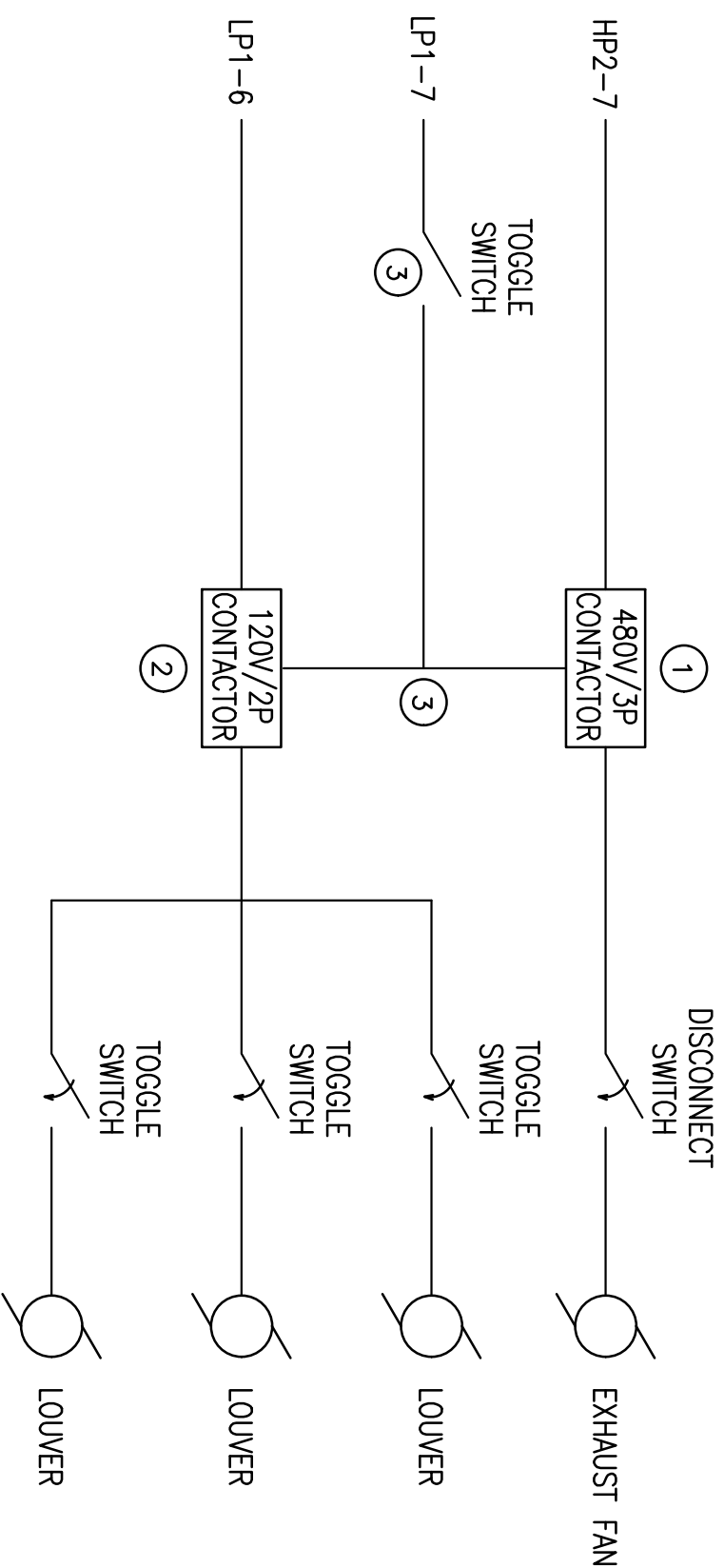
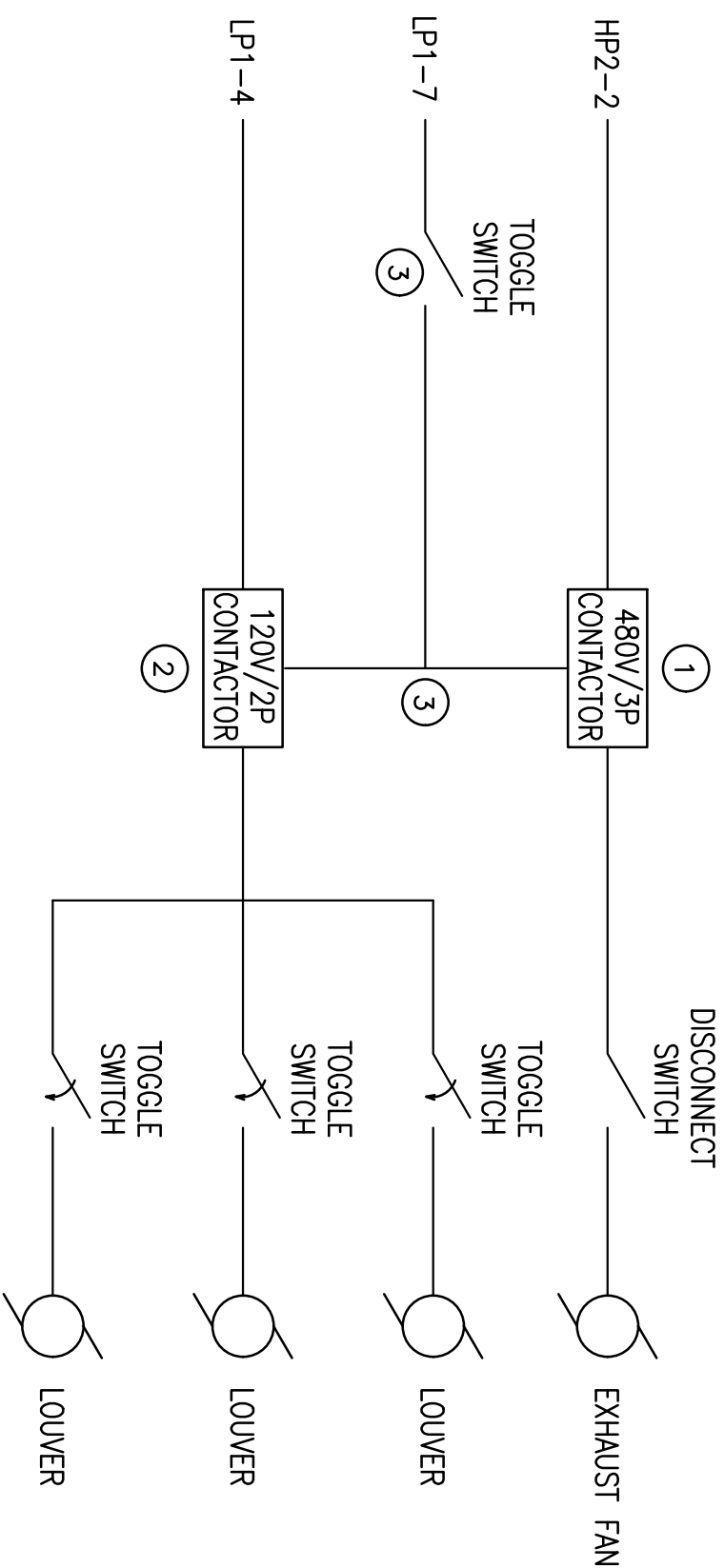
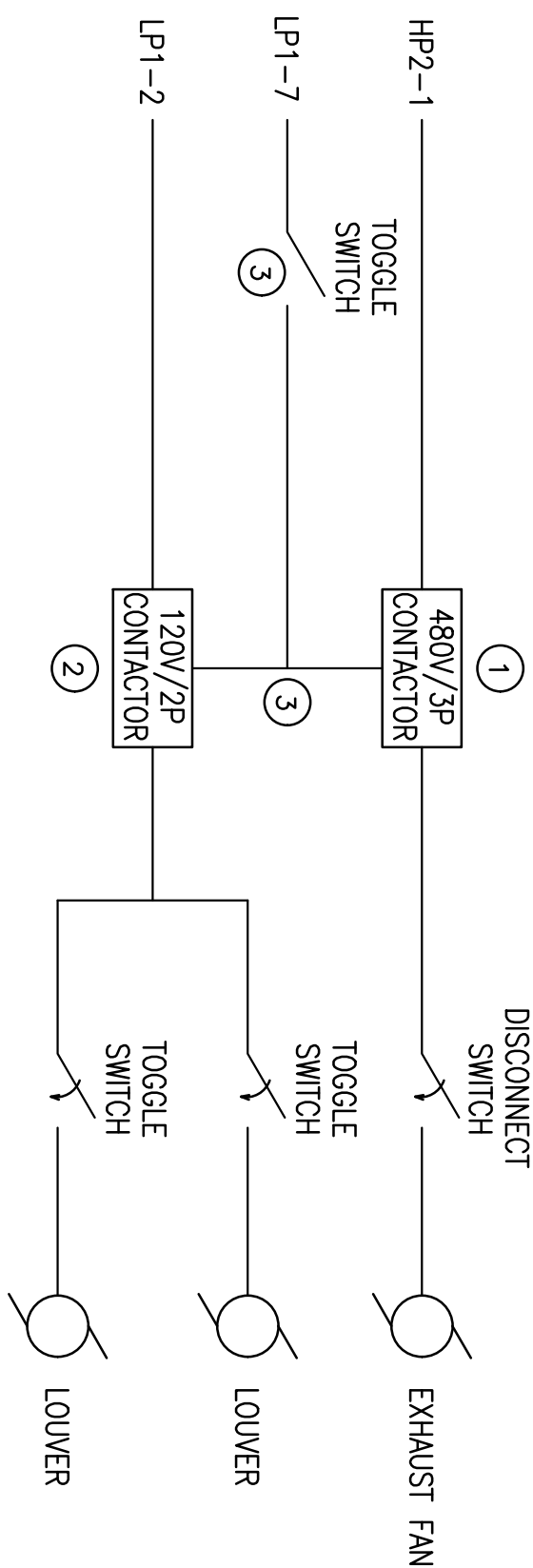
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IN ANY MANNER WITHOUT THE WRITTEN
PERMISSION OF THE ARCHITECT.



PROJECT NO. 1818
DATE 12-20-19
DRAWN BY D.C.C.
CHECKED BY L.A.W.

E0.3

- KEYNOTES**
- 1 PROVIDE 480V RATED, 3-POLE CONTACTOR WITH 120V COILS. PROVIDE TERMINATION CABINET NEAR ELECTRICAL PANELS.
 - 2 PROVIDE 120V RATED, 2-POLE CONTACTOR WITH 120V COILS. PROVIDE TERMINATION CABINET NEAR ELECTRICAL PANELS.
 - 3 PROVIDE TOGGLE SWITCH TO ENERGIZE THE 3-POLE, 480V AND 2-POLE, 120V CONTACTORS SIMULTANEOUSLY.



ELECTRICAL EXHAUST FAN/LOUVER WIRING DIAGRAM

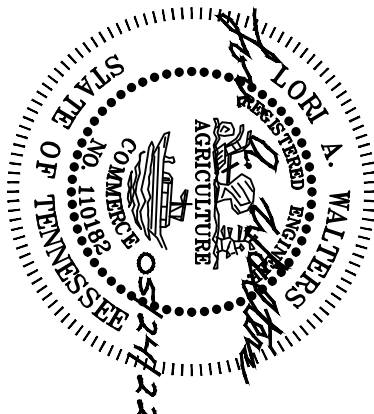
NOT TO SCALE

ELECTRICAL
DESIGN FOR
Soccer
Practice
Facility
at
Siegel
Soccer Park
Memphis Tennessee

REVISION	DATE
Δ 05-02-2022	
SHUNT TRIP CB FOR FACP	
Δ 05-24-2022	
EXHAUST FAN & LOUVER CONTROL WIRING DIAGRAM	

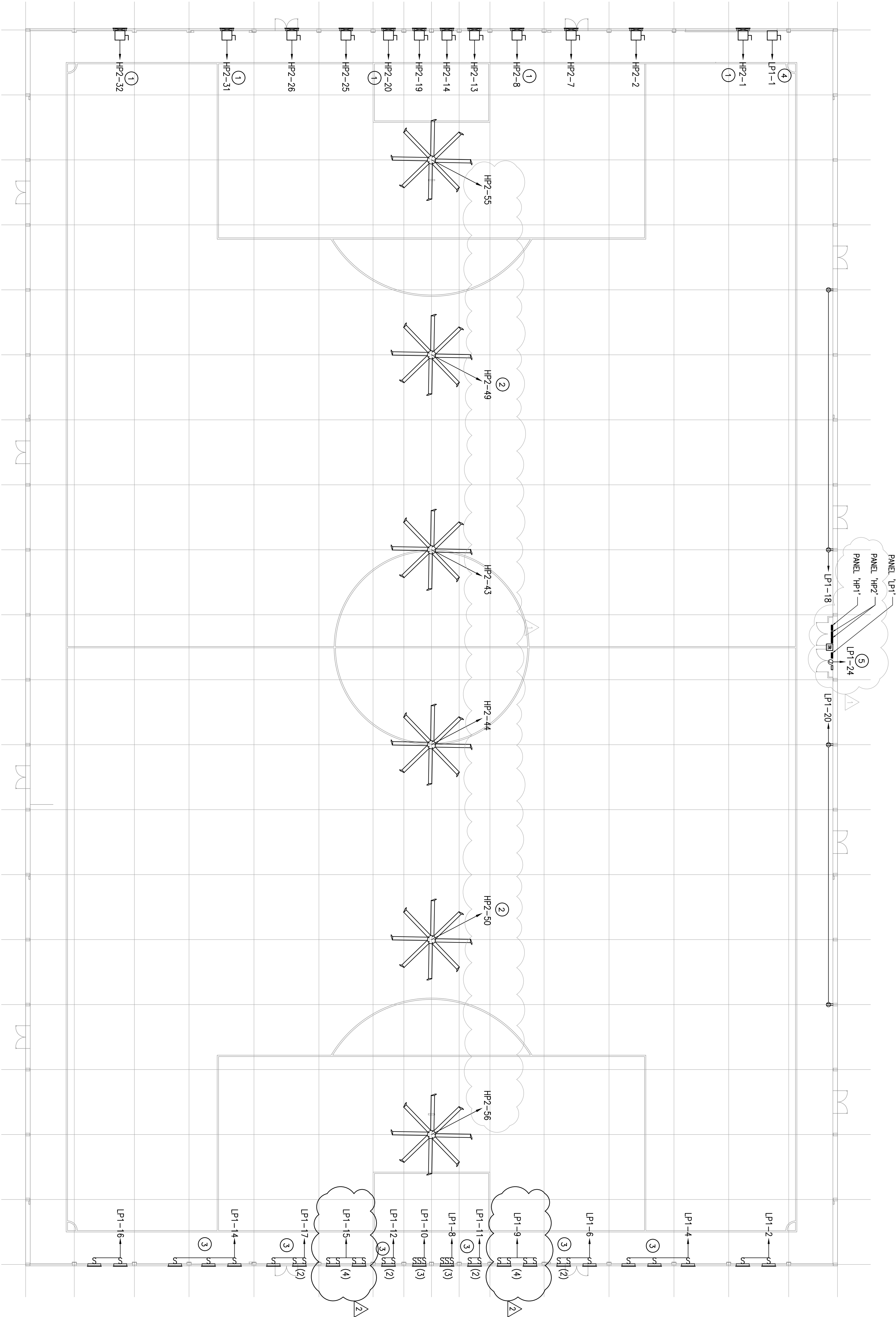
NOTES:

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IN ANY MANNER WITHOUT THE WRITTEN
PERMISSION OF THE ARCHITECT.



PROJECT NO. 1818
DATE 12-20-19
DRAWN BY D.C.C.
CHECKED BY L.A.W.

E1.2



KEYNOTES

- 1 PROVIDE 600V/3P/3ØA DISCONNECT SWITCH FOR WALL EXHAUST FANS, TYPICAL OF 12. DUE TO VOLTAGE DROP, WIRE AND CONDUIT SIZE(S) SHALL VARY DEPENDING ON DISTANCES AT THE SITE. ADJUST AS REQUIRED PER N.E.C., SEE VOLTAGE DROP TABLE SHEET E0.1. COORDINATE WITH OWNER AND MANUFACTURER DIFFERENT CONTROL OPTIONS, LOCATIONS AND PROVIDE ACCORDINGLY.
- 2 PROVIDE TRI-LITE (E0.1/3-30A) DISCONNECT SWITCH WITH TRI-LITE (HMS-ES/75/100A/XTB) VFD FAN CONTROL FOR CIRCULATION CEILING FANS, TYPICAL OF 6. DUE TO VOLTAGE DROP, WIRE AND CONDUIT SIZE(S) SHALL VARY DEPENDING ON DISTANCES AT THE SITE. ADJUST AS REQUIRED PER N.E.C., SEE VOLTAGE DROP TABLE SHEET E0.1. COORDINATE WITH OWNER AND MANUFACTURER DIFFERENT CONTROL OPTIONS, LOCATIONS AND PROVIDE ACCORDINGLY.
- 3 PROVIDE 120V, 20A TOGGLE SWITCH FOR LOUVER MOTORS, TYPICAL OF 34. DUE TO VOLTAGE DROP, WIRE AND CONDUIT SIZE(S) SHALL VARY DEPENDING ON DISTANCES AT THE SITE. ADJUST AS REQUIRED PER N.E.C., SEE VOLTAGE DROP TABLE SHEET E0.1. COORDINATE WITH OWNER AND MANUFACTURER DIFFERENT CONTROL OPTIONS, LOCATIONS AND PROVIDE ACCORDINGLY.
- 4 PROVIDE 240V/3P/3ØA DISCONNECT SWITCH FOR OVERHEAD DOOR MOTOR. DUE TO VOLTAGE DROP, WIRE AND CONDUIT SIZE SHALL INCREASE DEPENDING ON DISTANCE AT THE SITE. ADJUST AS REQUIRED PER N.E.C., SEE VOLTAGE DROP TABLE SHEET E0.1. COORDINATE WITH OWNER AND OVERHEAD DOOR MANUFACTURER DIFFERENT CONTROL OPTIONS, LOCATIONS AND PROVIDE ACCORDINGLY.
- 5 PROVIDE 1-BOX WITH CIRCUIT SHOWN FOR FUTURE FIRE ALARM CONTROL PANEL (BY OTHERS).

Lyle Lynch

From: Robert Blush <rblush@clearspan.com>
Sent: Monday, June 13, 2022 3:30 PM
To: Lyle Lynch; Nate Williams (nwilliams@murfreesborotn.gov);
sellcott@murfreesborotn.gov; Derwin Caffey
Subject: RE: Soccer Practice Facility at Siegel Soccer Park, ClearSpan Bid Package, J+B No. 1818

Here is the change order breakdown

Labor	\$8,481.27
Materials	\$16,069.85
Subcontractor 10%	\$2,455.11
 Total	 \$27,006.23
GC 5% Overhead & Profit	\$1,350.32
 Total	 <u>\$28,356.55</u>

From: Lyle Lynch <rlynch@jbarchitects.com>
Sent: Tuesday, May 24, 2022 7:04 PM
To: Robert Blush <rblush@clearspan.com>; Nate Williams (nwilliams@murfreesborotn.gov)
<nwilliams@murfreesborotn.gov>; sellcott@murfreesborotn.gov; Derwin Caffey <dcaffey@winengineer.com>
Subject: Soccer Practice Facility at Siegel Soccer Park, ClearSpan Bid Package, J+B No. 1818

CAUTION: This email originated outside our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

Please find attached Proposal request No. 2 for the referenced project, for Contractor pricing.

The intent of this change is to provide single point controls that will start the exhaust fans and open the wall louvers simultaneously, providing twelve air flow level options.

Please provide a price proposal for this change itemizing additional costs for materials and labor, as noted in Article 10.4.6 of the Contract for Construction.

Your prompt attention to this matter would be greatly appreciated.

If you should have any questions concerning the above, please do not hesitate to call.

R. Lyle Lynch
Johnson+Bailey Architects P.C.
100 East Vine Street, Suite 700
Murfreesboro, TN 37130
615-890-4560 office
615-631-5372 mobile
Rlynch@jbarchitects.com

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



June 20, 2022

Mr. Nate Williams
Murfreesboro Parks and Recreation
697 Veterans Parkway
Murfreesboro, TN 37128

Re: Richard Siegel Soccer Park
Indoor Training Facility
Cherry Lane
J+B No. 1818

Dear Mr. Williams:

Please find attached electronic pdf file of Change Order No. 2 for the referenced project dated June 20, 2022. This Change Order is for a fan control panel to interconnect the 12 exhaust fans to the 34 wall louvers, as shown on Proposal Request No. 2 dated May 24, 2022.

The Contract Documents show the exhaust fans and wall louvers to provide ventilation air for the facility. The Electrical Drawings show electrical power service to these items. The Contract Documents do not include electrical interconnections for the wall louvers to operate in coordination with the exhaust fans. Proposal Request No. 2 was prepared to add an electrical panel with fan switches and contactors to open the wall louvers in coordination with the exhaust fans.

We have reviewed the pricing from ClearSpan and find the costs reasonable. This revision is needed for the wall louvers to open, and allow ventilation air into the facility..

Based on the above, it is the Architect's recommendation that Change Order No. 2 be accepted by the Owner.

If you have any questions concerning the above, please advise.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

R. Lyle Lynch, AIA

Encl: Change Order No. 2 dated June 20, 2022 (electronic pdf file)

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Purchase of Roll-Off Truck
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Purchase of used roll-off truck to serve the City's convenience center.

Staff Recommendation

Approval to purchase a 2005 CV713 Mack Granit roll-off truck from Williamson County.

Background Information

The Solid Waste Department is responsible for open top dumpsters located at the City's convenience center. Currently, these dumpsters are hauled to the landfill by a third-party hauler. Purchasing a truck capable of moving the dumpster will avoid the hauling fee, ultimately resulting in lower operating costs. The current expense for hauling containers is \$500 per week for three containers to Middle Point Landfill. With this purchase the City will save the current haul expense, as well as improve the consistency and cleanliness of the convenience center. Additionally, this equipment will allow for the Solid Waste Dept to partner with other departments within the City for a more cost-effective disposal solution.

Staff has explored the available trucks suitable for the service. Williamson County has an excess 2005 Mack Granit truck which is suitable. It has been appraised by a third-party appraiser to assess the equipment and determine the value of the truck at \$32,000. Purchasing this equipment from Williamson County is consistent with T.C.A. 12-3-1202.

Council Priorities Served

Responsible Budgeting

Purchasing and maintain proper equipment that provides for the most efficient and lowest operating expense is an important aspect of responsible budgeting.

Fiscal Impact

The expense, \$32,000, is FY21 Solid Waste fixed assets account is providing funding for this purchase.

Attachments

Contract with Williamson County for Purchase of Used Mack Granit Roll-off Truck.



WILLIAMSON COUNTY GOVERNMENT

June 20, 2022

Cathy Smith

Purchasing Department

City of Murfreesboro

Per your request, please reference the information below.

Williamson County Solid Waste department has asked for an appraisal for three of our trucks by a private company. Below is the appraisals we have received.

From: mclindaniel@meieq.com <mclindaniel@meieq.com>

Sent: Wednesday, May 4, 2022 1:44 PM

To: therman@meieq.com; mthomas@meieq.com

Subject: RE: Williamson County Roll-off surplus

Truck #29 28,000.00 to 32,000.00

Truck #2 25,000.00 to 29,000.00

Truck #30 23,000.00 to 27,000.00

Miles and Man trans does not help value.

Thanks

Mark

Mark Clindaniel

President

Mobile: 574-242-1907

Email: mclindaniel@meieq.com

Respectfully,

A handwritten signature in cursive script that reads "Mac W. Nolen".

Mac W Nolen



**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILLIAMSON COUNTY
FOR PURCHASE OF
USED MACK GRANIT ROLL OFF TRUCK**

This contract is entered into on this _____ day of _____, 2022 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Williamson County**, a municipal corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Williamson County documents*
- *Contractor's Proposal, dated xx xx, 2022, and incorporated into this Contract by reference*
- *This Contract*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *Any properly executed amendment or change order to this contract (most recent given first priority)*
- *This Contract*
- *Williams County documents*
- *Contractor's Proposal, dated xx xx, 2022*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment set forth on Contractor's Proposal dated xx xx, 2022 for one used CV713 Mack Granit Roll Off Truck, description as follows:

2005 CV713 Mack Granit Truck

VIN 1M2AG11C96M038693

Engine: Mack, 350 HP

GVWR 66,000 lb

GAWR Front 20,000 lb

GAWR Rear 23,000 lb

Hoise WasteQuip Accurate

Model #HH/OR/60

Serial #12920

Mileage: 44,2290

Manual 8 speed transmission Eaton

2. **Term.** The Contract shall be a one-time purchase and the term shall expire upon acceptance of and payment for vehicle by the City.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
- 3.1 Upon 30-day prior notice, for the convenience of the City.
- 3.2 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.
- 3.3 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.

3.4 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.

3.5 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. **Payment and Delivery.**

- a. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
City staff will pick up vehicle from Williamson County.
- b. All items must be available within 30 days from execution of this contract.
- c. Should the Contractor fail to provide items on or before its stated date, the City reserves the right to cancel the order or contract.
- 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 the quote dated xx xx, 2022.
- e. All deliveries made pursuant to the contract 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.

5. **Price.** The price for goods and other items to be provided under this Contract is set forth per the Proposal from Williamson County Solid Waste Department for one (1) Used Mack Granit Roll Off Truck for a **Total Purchase Price of Thirty-two Thousand Dollars and No Cents (\$32,000.00)**. Any compensation due Contractor under this 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/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.

6. **Warranty.** Vehicle accepted "as is."

7. **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.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

11. **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.

12. **Waiver.** No waiver of any provision of this contract shall affect 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.
13. **Employment.** Contractor shall 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.
14. **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 policy.
15. **Indemnification and Hold Harmless.** 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.
16. **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.
17. **Assignment—Consent Required.** 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. **Entire Contract.** This contract, and Contractor's Proposal dated xx xx, 2022, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following.

22.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

22.2 Notices to Contractor shall be sent to:

Contractor: Williamson County
Attention: Rogers C. Anderson, County Mayor
Address: 1320 West Main St.
Franklin, TN 37064

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by both the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO

WILLIAMSON COUNTY

By: _____
Shane McFarland, Mayor

By: _____
Rogers C. Anderson, County Mayor

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Parks and Recreation Commission Reappointments

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Reappointment to the Parks and Recreation Commission

Background Information

The Commission oversees the operations of the Parks and Recreation Department. As established by M.C.C. §31-15, there are nine appointed members appointed for three-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

June 3, 2021

Members of City Council

RE: Recommended Reappointment – Parks and Recreation Commission

As an item for the City Council agenda, I am recommending the following reappointment to the Parks and Recreation Commission.

Reappointments

Mr. Charles Apigian (term expiring June 30, 2024)

Sincerely,

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 06/30/2023

Item Title: Water Resources Board Appointment

Department: Mayor and Council

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Reappointment to the Water Resources Board.

Background Information

The Board is established by City Code § 2-76. It oversees the water and sewer systems of the City in cooperation with the City Manager. There are eight members appointed for four-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

June 30, 2022

Members of City Council

RE: Recommended Reappointment – Water Resources Board

As an item for the Council Agenda, I am recommending the following reappointment to the Water Resources Board.

Reappointment

Ms. Sandra Trail - June 30, 2026 expiration

Sincerely,

Shane McFarland
Mayor