

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
May 18, 2023

AGENDA

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Kaylee Rendle

Consent Agenda

1. Retail Liquor Certificate of Compliance - New Day Hope Liquor, Wine & Beer - Ownership Change (Finance)
2. Retail Liquor Certificate of Compliance - Murfreesboro Wine & Spirits - Ownership Change (Finance)
3. Fox Collection Agency Amendment (Judicial)
4. Mandatory Referral for Dedication of CUD Water Line Easement along Blaze Drive (Planning)
5. Mandatory Referral for Abandonment of Alley Right-of-Way South of West Chestnut Street (Planning)
6. Violent Crime Intervention Fund Grant Contract (Police)
7. Contract Extension with Heritage Cleaners (PoliceFire)
8. Main Street Banner Request (Street)
9. Asphalt and Concrete Purchase Report (Street)
10. Geotechnical Services Amendment for Overall Creek Pump Station (Water Resources)

Old Business

Ordinance

11. Ordinance 23-O-20 FY23 Budget Amendment (2nd and Final Reading) (Administration)
12. Ordinance 23-O-17 Setting FY24 Water and Sewer Rate 2nd and Final Reading (Water Resources)

New Business

Resolution

13. Resolution 23-R-12 Support and Acknowledgement of Amended Murfreesboro 2035 Comprehensive Plan (Planning)
14. Resolution 23-R-10 Budget Amendment #8 Summer and Con Admin Grants (Schools)
15. Resolution 23-R-19 Fee Schedule Adjustment (Solid Waste)

Land Use Matters

- 16. Plan of Services, Annexation, and Zoning for property along Manson Pike (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 23-R-PS-16
 - c. Annexation: Resolution 23-R-A-16
 - d. Public Hearing: Zone 8.23 acres
 - e. First Reading: Ordinance 23-OZ-16
- 17. Rezoning property along Wenlon Drive (Planning)
 - a. Public Hearing: Rezone 21.99 acres
 - b. First Reading: Ordinance 23-OZ-15

On Motion

- 18. Taxiway A and Apron Pavement Rehabilitation Construction Grant (Airport)
- 19. 10-yr Solid Waste Plan Update (Solid Waste)
- 20. Purchase of Interchange High Mast Lighting (Transportation)
- 21. Lagoon Water Treatment Residuals Removal Contract (Water Resources)

Board & Commission Appointments

- 22. Rutherford County Library System Board of Directors (Admin)

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Retail Liquor Certificate of Compliance – New Day Hope Liquor, Wine & Beer - Ownership Change

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

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 Karter Jone to be a co-owner of New Day Hope Liquor, Wine & Beer at 2002 E. Main Street, along with present owner Hala Pasta. 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	Karter Jone
Age	43
Home Address	1005 Lunette Dr.
Residency City/State	Murfreesboro, TN 37128
Race/Sex	White/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	New Day Hope Liquor, Wine & Beer
Business Location	2002 E Main St.

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

Application Completed Properly?	Yes
Application Completion Date:	5/2/2023

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

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Retail Liquor Certificate of Compliance – Murfreesboro Wine & Spirits – Ownership Change

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

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 Shiv Patel for the Murfreesboro Wine & Spirits at 3016 S. Church Street, 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	Shiv Patel
Age	23
Home Address	543 Swanholme Dr.
Residency City/State	Murfreesboro, TN 37128
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Murfreesboro Wine & Spirits
Business Location	3016 S. Church

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

Application Completed Properly?	Yes
Application Completion Date:	4/28/2023

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

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Fox Collection Agency Amendment

Department: Judicial

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Second 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, 2024.

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 second extension of the contract with Fox. Fox has satisfactorily performed under the contract to date.

The proposed Second Amendment contracts with Fox for the period from June 2, 2023, until June 3, 2024.

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:

Second Amendment to Contract with Professional Recovery Management, Inc.

Original Contract with Professional Recovery Management, Inc.

**SECOND 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 Second Amendment ("Second Amendment") to the Contract, entered into June 3, 2022 ("Contract"), is effective as of June 2, 2023, 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, on June 3, 2022, the City entered into an amendment ("First Amendment") with Contractor to enter the first of four additional terms; and,

WHEREAS, the term of the Contract between the City and Contractor is currently from June 3, 2022 to June 2, 2023; and

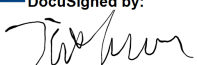
WHEREAS, the City and Contractor wish to extend the Contract for a second additional term pursuant to clause 2 of the Contract from June 3, 2023 to June 2, 2024:

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the Contract from June 3, 2023 to June 2, 2024, all other terms of the Contract to remain the same.

CITY OF MURFREESBORO


Shane McFarland, Mayor

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

DocuSigned by:


4195DA445B07420...
Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

DocuSigned by:


43A2035E51F9401...
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.

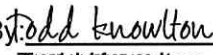
32. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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: 05/18/2023

Item Title: Mandatory Referral for Dedication of CUD Water Line Easement along Blaze Drive

Department: Planning

Presented by: Brad Barbee, Planner

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

Consider request to allow dedication of water line easement on City-owned property on Blaze Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on May 3, 2023.

Background Information

In this mandatory referral [2023-714], Council is being asked to consider the dedication of a water line easement to CUD on City-owned property along Blaze Drive. The Rutherford County One Stop office building is currently under construction on the subject property. The purpose of the waterline easement is to allow CUD to provide water service to this development. MWRD and MTE have reviewed the request and have no objection to the proposed easement location.

Staff and the Planning Commission recommend approval of this request subject to the following conditions:

1. If approved by City Council, CUD and/or Rutherford County will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement in question. The legal instruments will be subject to the final review and approval of the Legal Department.
2. CUD and/or Rutherford County will also be responsible for recording these instruments, including payment of the recording fee.

Council Priorities Served

Expand Infrastructure

The proposed ROW and easement dedication will help facilitate water service to the Rutherford County One-Stop development.

Attachments:

1. Staff Comments from 05/03/2023 Planning Commission meeting
2. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 3, 2023
PROJECT PLANNER: MARINA RUSH**

- 5.a. Mandatory Referral [2023-714] to consider the dedication of a CUD waterline easement located on City-owned property along Blaze Drive, City of Murfreesboro applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the approval of the dedication of a waterline easement for CUD on property that the City owns along Blaze Drive. The property in question is located at the northwest corner of Blaze Drive and Fortress Boulevard and is currently under construction for the Rutherford County One Stop office building. The area of the easement is 2,099 square feet and the attached map depicts the location on the property. The

purpose of the waterline easement is to allow CUD to provide water to the property for the Rutherford County One Stop being built. Murfreesboro Water Resources Department has reviewed the document and there are no conflicts with the request. Also, MTE has reviewed the documents and has no conflicts.

Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

1. If approved by City Council, CUD and/or Rutherford County will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement in question. The legal instruments will be subject to the final review and approval of the Legal Department.
2. CUD and/or Rutherford County will also be responsible for recording these instruments, including payment of the recording fee.

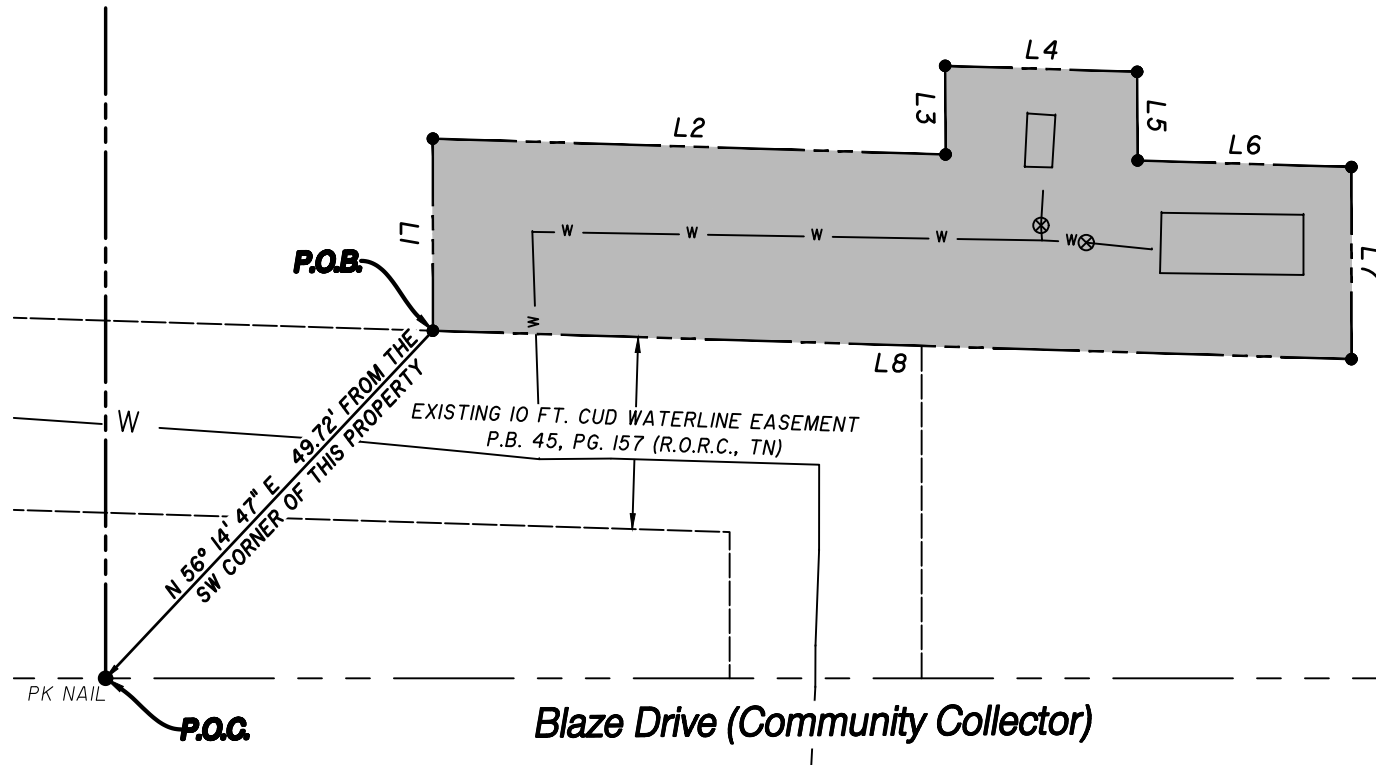
SEC, Inc.

WWW.SEC-CIVIL.COM

SITE ENGINEERING CONSULTANTS

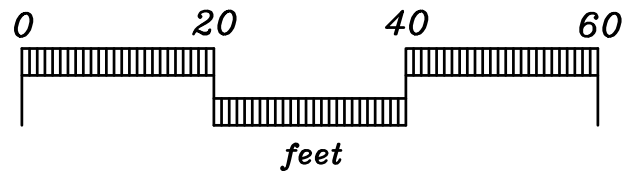
**ENGINEERING SURVEYING LAND PLANNING
LANDSCAPE ARCHITECTURE**

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567



LINE TABLE

LINE	BEARING	DISTANCE
L1	$N 12^{\circ} 57' 09'' E$	20.01'
L2	$S 75^{\circ} 16' 00'' E$	53.44'
L3	$N 12^{\circ} 39' 29'' E$	9.23'
L4	$S 75^{\circ} 16' 00'' E$	20.01'
L5	$S 12^{\circ} 39' 29'' W$	9.23'
L6	$S 75^{\circ} 16' 00'' E$	22.29'
L7	$S 12^{\circ} 57' 09'' W$	20.01'
L8	$N 75^{\circ} 16' 00'' W$	95.74'



WATERLINE EASEMENT EXHIBIT
CITY OF MURFREESBORO
MAP 92, P/O PARCEL 46.19
R.B. 623, PG. 183
P.B. 45, PG. 157 (R.O.R.C., TN)



DATE: 4/4/2023
REV DATE:

DRAWN BY: WCC
SEC#: 20342

**MAP 92, P/O PARCEL 46.19
CITY OF MURFREESBORO
FORTRESS BOULEVARD AND BLAZE DRIVE TWO LOT DIVISION – LOT 1
RECORD BOOK 623, PAGE 183 R.O.R.C., TN
PLAT BOOK 45, PAGE 157 R.O.R.C., TN
2,099 SQUARE FEET, 0.048± ACRES**

WATERLINE EASEMENT

AN EASEMENT IN THE LANDS OF THE CITY OF MURFREESBORO LYING IN THE 7TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY THE REMAINING LANDS OF THIS PARCEL – P.B. 45, PG. 157 (R.O.R.C., TN) ON THE NORTH, THE EAST, THE SOUTH, AND THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL LOCATED AT THE SOUTHWEST CORNER OF THIS PROPERTY, THE SOUTHEAST CORNER OF FORTRESS BOULEVARD AND BLAZE DRIVE TWO LOT DIVISION – LOT 2 AND THE NORTH RIGHT-OF-WAY OF BLAZE DRIVE;

THENCE, N 56° 14' 47" E FOR A DISTANCE OF 49.72' TO A POINT THE **POINT OF BEGINNING**.

THENCE, WITH LINES THROUGH THIS PARCEL, THE FOLLOWING (8) CALLS:

1. N 12° 57' 09" E FOR A DISTANCE OF 20.01' TO A POINT;
2. S 75° 16' 00" E FOR A DISTANCE OF 53.44' TO A POINT;
3. N 12° 39' 29" E FOR A DISTANCE OF 9.23' TO A POINT;
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7. S 12° 57' 09" W FOR A DISTANCE OF 20.01' TO A POINT;
8. N 75° 16' 00" W FOR A DISTANCE OF 95.74' TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 2,099 SQUARE FEET, 0.048± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MURFREESBORO BY DEED OF RECORD IN BOOK 623, PAGE 183 AND OF RECORD IN PLAT BOOK 45, PAGE 157 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

This Instrument Prepared By:
Consolidated Utility District
P.O. Box 249
Murfreesboro, TN 37133-0249

PORTION OF Tax Map 092, Parcel 04619

WATER UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcel of land is a part, the undersigned, the **City of Murfreesboro**, a municipality organized under the laws of the State of Tennessee, (hereinafter collectively referred to as "Grantor") has this day bargained and sold and does hereby grant, transfer and convey unto the Consolidated Utility District of Rutherford County, Tennessee ("Grantee") its successors and assigns a permanent water utility easement, together with all necessary rights of ingress and egress to and from said parcel of land from the Blaze Drive public right of way, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating a water utility line(s), including fire meter, line and vault, together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through, and across the following described parcel located in Rutherford County, State of Tennessee:

Being a permanent water utility easement upon, along, over and through Lot 1, on the Final Plat, City of Murfreesboro, Fortress Boulevard and Blaze Drive, Two Lot Subdivision, as shown by plat appearing of record in Plat Book 45, Page 157, in the Register's Office for Rutherford County, Tennessee.

Said easement is more accurately described in the Exhibit "A" attached hereto, and further depicted on the attached Exhibit "B".

Being a portion of the same property conveyed to the City of Murfreesboro by deed of record in Deed Book 623, Page 183, in the Register's Office of Rutherford County, Tennessee.

Grantee shall have the right to cut, trim, or remove any trees or shrubs within the easement for the purpose of constructing, reconstructing, repairing, servicing or operating the water line.

To HAVE AND TO HOLD said title to said easement unto said Consolidated Utility District of Rutherford County, Tennessee, its successor and assigns.

Grantor covenants that it is lawfully seized and possessed of said parcel of land, that it has a good and lawful right to transfer and convey said easement, and the parcel of land is unencumbered except for applicable zoning regulations and as otherwise set forth herein.

Grantor further covenants and bind itself, its heir heirs, successors and assigns forever to warrant and defend the title to said easement unto said Consolidated Utility District of Rutherford County, Tennessee, its successors and assigns, against the lawful claims of all persons.

Grantor further covenants and bind itself, its heirs, successors and assigns in title or interest in and to said parcel of land or any part or portion thereof, not to construct or maintain any building or other structure of any kind upon the areas covered by the permanent water easement, and not to do so or cause or permit to be come upon said areas of land any other things or act of any kind whatsoever that will cause or be likely to cause damage or injury to the water utility line or including its fittings, appliances and appurtenances. Grantor agrees not to grant, convey, transfer, or assign to any other third party any easement or other property right or interest on the above described easement area allowing the installation of water lines, sewer lines, gas lines, electric lines, television cable(s), phone cable(s), fiber optic lines, or any other communication cables, and/or appurtenances related to any of said lines within ten (10) feet of either side of the center line of the water line or any appurtenances thereto without the prior written consent of Grantee and this covenant and agreement shall run with the land and be binding upon Grantor, and Grantor's successors and assigns with regard to the above described parcel of real property.

It is agreed and understood that the contractor for the Consolidated Utility District of Rutherford County, Tennessee, will be financially responsible for all damages done to the fences and/or other structures at the time of installation of the water line, and will repair or restore damage, if any.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders.

WITNESS MY HAND, this _____ day of _____, 2023.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

**STATE OF TENNESSEE
COUNTY OF RUTHERFORD**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Shane McFarland**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the **Mayor** of the **City of Murfreesboro**, a municipality organized under the laws of the State of Tennessee, the within named bargainer, and he as such **Mayor**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the **City of Murfreesboro**, a municipality organized under the laws of the State of Tennessee, by himself as such **Mayor**.

WITNESS MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

**MAP 92, P/O PARCEL 46.19
CITY OF MURFREESBORO
FORTRESS BOULEVARD AND BLAZE DRIVE TWO LOT DIVISION – LOT 1
RECORD BOOK 623, PAGE 183 R.O.R.C., TN
PLAT BOOK 45, PAGE 157 R.O.R.C., TN
2,099 SQUARE FEET, 0.048± ACRES**

WATERLINE EASEMENT

AN EASEMENT IN THE LANDS OF THE CITY OF MURFREESBORO LYING IN THE 7TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY THE REMAINING LANDS OF THIS PARCEL – P.B. 45, PG. 157 (R.O.R.C., TN) ON THE NORTH, THE EAST, THE SOUTH, AND THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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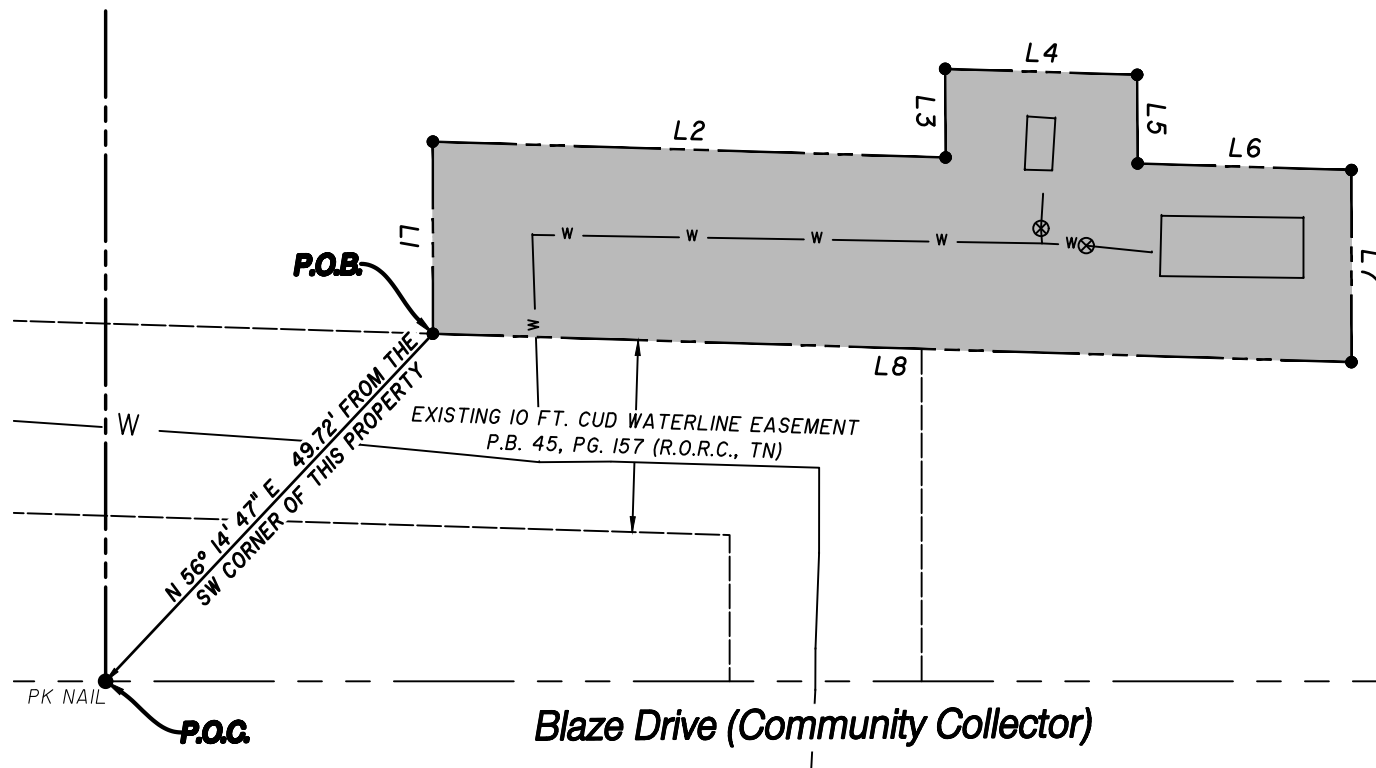
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7. S 12° 57' 09" W FOR A DISTANCE OF 20.01' TO A POINT;
8. N 75° 16' 00" W FOR A DISTANCE OF 95.74' TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 2,099 SQUARE FEET, 0.048± ACRES.

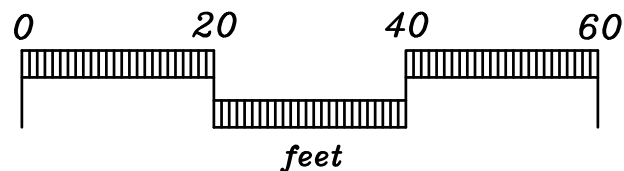
THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MURFREESBORO BY DEED OF RECORD IN BOOK 623, PAGE 183 AND OF RECORD IN PLAT BOOK 45, PAGE 157 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.



LINE TABLE

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L4	S 75° 16' 00" E	20.01'
L5	S 12° 39' 29" W	9.23'
L6	S 75° 16' 00" E	22.29'
L7	S 12° 57' 09" W	20.01'
L8	N 75° 16' 00" W	95.74'



WATERLINE EASEMENT EXHIBIT
CITY OF MURFREESBORO
MAP 92, P/O PARCEL 46.19
R.B. 623, PG. 183
P.B. 45, PG. 157 (R.O.R.C., TN)



DATE: 4/4/2023
REV DATE:

DRAWN BY: WCC
SEC#: 20342

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Mandatory Referral for Abandonment of Alley Right-of-Way South of West Chestnut Street

Department: Planning

Presented by: Brad Barbee, Planner

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

Consider request to abandon a segment of alley right-of-way (ROW) south of West Chestnut Street.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on May 3, 2023.

Background Information

In this mandatory referral [2021-724], Council is being asked to abandon a segment of an alley right-of-way (ROW) containing approximately 280 linear feet. The alleyway is located south of West Chestnut Street between North Maple Street and North Church Street and does not appear to be used for any public purpose. The owner of the adjacent property at 524 North Maple Street has submitted a site plan for its redevelopment with three single-family attached dwellings. He wishes to incorporate the abandoned ROW with his parcel in order to increase the developable area. In addition to what the applicant has requested, Staff has included additional contiguous alley ROW in this study. Staff conducted a ROW abandonment study, the results of which are included in the attached memo. The impacts of this ROW abandonment request appear to be minimal. The Planning Commission conducted a public hearing on this matter on May 3rd and then recommended approval subject to the following three conditions.

- 1) The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. *This applies not only to the portion of the alley ROW the applicant proposes to acquire but also to all other portions of the ROW being abandoned.*
- 2) The applicant shall be responsible for the recording of the *respective* legal instruments, including payment of the recording fees.
- 3) The right-of-way abandoned *by the applicant* shall be combined with contiguous property via a duly-approved resubdivision plat. *The rights-of-way abandoned*

to other property owners need not be incorporated by resubdivision plats until the properties redevelop or some other event requires a replat.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The surplus right-of-way is intended to be combined with an adjacent parcel to help facilitate its redevelopment with three single-family attached dwellings.

Attachments:

1. Staff comments from 05/03/2023 Planning Commission meeting
2. Maps of the alley right-of-way
3. Memorandum from Staff summarizing feedback from various departments and utilities
4. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 3, 2023
PROJECT PLANNER: BRAD BARBEE**

- 4.b. Mandatory Referral [2023-711] to consider the abandonment of alley right-of-way (ROW) south of West Chestnut Street located between North Maple Street and North Church Street, Nathan Melson of Civil Infrastructure Associates, Inc. applicant.**



In this mandatory referral, The Hensley Group, LLC, represented by Mr. Nathan Melson of Civil Infrastructure Associates, has requested the abandonment of an approximately 280ft-long segment of right-of-way (ROW) (alleyway) located to the south of West Chestnut Street and between North Maple Street and North Church Street. The alley ROW is unimproved and not traversable as it is obstructed with trees and privately owned fences.

The Hensley Group, LLC plans to redevelop the property located at 524 North Maple Street and requests that the City abandon the segment of alley right-of-way adjacent to their property, so that it can be transferred to them, increasing their land area, and allowing for greater flexibility in their design.

Staff evaluated the application and decided to study the entirety of the alley ROW remaining in this block rather than just the portion adjacent to 524 North Maple Street. The entirety of the alleyway appears to be in the same condition and is unimproved and not apparently utilized for access or the delivery of services. Staff has obtained comments from other City Departments and utility providers regarding the impact of the proposed abandonment. A memorandum of these responses is attached to this report.

Based on the responses received, staff recommends the following conditions of approval:

- 1) The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. *This applies not only to the portion of the alley ROW the applicant proposes to acquire but also to all other portions of the ROW being abandoned.*
- 2) The applicant shall be responsible for the recording of the *respective* legal instruments, including payment of the recording fees.
- 3) The right-of-way abandoned *by the applicant* shall be combined with contiguous property via a duly-approved resubdivision plat. *The rights-of-way abandoned to other property owners need not be incorporated by resubdivision plats until the properties redevelop or some other event requires a replat.*

Action Needed

The Planning Commission should conduct a public hearing, after which it should discuss this application and then make a recommendation to the City Council.

Attachments:

- Memorandum from Planning Staff regarding agency responses
- Non-ortho and Ortho maps depicting the abandonment area.
- Applicant Request to Abandon right of way.
- Completed Application Form
- Property Survey



... creating a better quality of life

Planning Department

Memorandum

To: Greg McKnight
From: Brad Barbee
Date: April 28, 2023
Re: Mandatory Referral to consider the abandonment of alley right-of-way (ROW) south of West Chestnut Street located between North Maple Street and North Church Street.

The following is a summary of the City Departments and outside agency comments regarding the requested right-of-way (ROW) abandonment south of West Chestnut Street located between North Maple Street and North Church Street

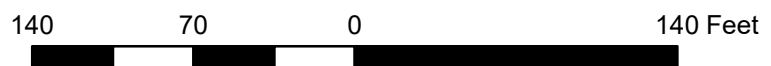
- Middle Tennessee Electric – Chris Barns
 - MTE does not object to the abandonment of the alley ROW.
- Atmos Energy – Taylor Sanders
 - Atmos Energy does not have any facilities in this area and does not object to the abandonment request.
- Murfreesboro Solid Waste Department – Joey Smith
 - The right of way abandonment of the alley between North Maple and North Church Street will not impact the Solid Waste Department.
- Murfreesboro Water Resources Department – Valerie Smith
 - The Department does not have any water or sewer mains within the abandonment area; therefore, MWRD will not be affected by this abandonment.
- Murfreesboro Engineering Department – Michele Emerson
 - The request to abandoned ROW should be subject to submission and recording of a deed transferring the abandoned ROW. In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

- Consolidated Utility District – William Steele
 - No comments from CUD, as this is out of CUD’s service area.
- Comcast – Paul Johnson
 - Comcast has no objection to this request.
- MFRD – Carl Peas
 - MFRD has no objections to the abandonment.
- AT&T – Jamal Abed
 - AT&T has no conflicts with the proposed abandonment.
- Murfreesboro Transportation Department – Matt Fasig
 - The Murfreesboro Transportation Department has no conflicts with the requested abandonment.
- MPD – Clayton Williams
 - The Murfreesboro Police Department has no objections to the proposed abandonment.



**Right-of-Way
Requested to be
Abandoned**

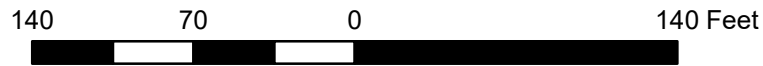
Request to Abandon Alley Right-of-Way South of West Chestnut Street



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



Request to Abandon Alley Right-of-Way South of West Chestnut Street



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

March 8, 2023

Greg McKnight
City of Murfreesboro Planning Department
111 W Vine St
Murfreesboro, TN 37130

**RE: Mandatory Referral
524 N Maple Street, Murfreesboro, TN
Tax Map 091K, Group E Parcel, 00800**

Mr. McKnight:

On behalf of the property owner and developer, Hensley Group, LLC, for the subject property, we are submitting a mandatory referral for the abandonment of an alley that is shown on city maps. Per the maps, this alleyway is approximately 10 feet to 14 feet wide and runs from the property at 506 North Maple Street north to the public right-of-way of West Chestnut Street. The alleyway is highlighted on the attached printout of the city's GIS website. A recent survey of the property at 524 North Maple Street is also included with this application, which notes that a boundary resolution for this alley was completed as part of the survey.

If you have any questions or would like to discuss this project in greater detail, please do not hesitate to call me at 615-663-7678 or email me at nmelson@cia-engineers.com.

Sincerely,
Civil Infrastructure Associates, LLC



Nathan Melson, PE
Senior Civil Engineer / Project Manager



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: **091K / E / 00800**

Address (if applicable): **524 N MAPLE ST**

Street Name (if abandonment of ROW):

Type of Mandatory Referral: **ABANDONMENT OF ALLEYWAY ROW (LOCATED OFF OF W CHESTNUT ST)**

Applicant Information:

Name of Applicant: **RYAN LONG**

Company Name (if applicable): **HENSLEY GROUP, LLC**

Street Address or PO Box: **319 W McKnight Drive**

City: **Murfreesboro**

State: **TN**

Zip Code: **37128**

Email Address: **ryan@thehensleygrouptn.com**

Phone Number: **(423) 544-1213**

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

3/9/23

Applicant Signature

Date

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Violent Crime Intervention Fund Grant Contract

Department: Police

Presented by: Chief Michael Bowen

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

Violent Crime Intervention Fund (VCIF) grant contract with the State of Tennessee.

Staff Recommendation

Accept VCIF grant award.

Background Information

MPD has been awarded \$1,156,280 as part of Gov. Bill Lee's VCIF grant to implement evidence-based programs, technology, and strategies to assist with reducing violent crime in our community. The department plans to use these funds to expand the public safety camera system, LPR technology, and to purchase a gunshot detection system.

Council Priorities Served

Maintain public safety

Equipment purchased by the VCIF will enhance public safety by providing crime investigation tools and data analytics for crime solvability.

Fiscal Impacts

Grant revenue and expenditures for MPD increase by the grant amount, \$1,156,280.

Attachments

1. Award Letter
2. Governmental Grant Contract
3. VCIF Certifications



May 1, 2023

Shane McFarland, Mayor
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

Dear Mayor McFarland:

Enclosed is the contract for your FY2023 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certifications** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Thursday, June 1, 2023**. Please contact your program manager (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: Save and/or Print the Applicable Attachment(s) related to D. 19 (Notice of Audit Report and Parent/Child Information). These documents must be completed and submitted to the Comptroller's office no later than 90 days before the end of the agency's fiscal year for each year of the contract. Follow the instructions on the attachment.

Your Program Manager is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov.

Sincerely,

A handwritten signature in black ink that reads 'Jennifer Brinkman'. The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Bill Terry, IT Manager
File



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 6/15/2023	End Date 6/30/2024	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY23	\$ 0.00				\$ 0.00
FY24	\$1,156,280.00				\$1,156,280.00
FY25					
TOTAL:	\$1,156,280.00				\$1,156,280.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart FA00003518		Account Code City - 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used.

This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 6/15/2023 ("Effective Date") and extend for a period of Twelve (12) months and Sixteen (16) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million One Hundred Fifty Six Thousand Two Hundred Eighty Dollars (\$1,156,280.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023 and Attachment A-1 for fiscal year 2024, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Bill Terry, IT Manager
 Murfreesboro Police Department
 1004 N. Highland Ave.
 Murfreesboro, Tennessee 37130
 Email: wterry@murfreesborotn.gov
 Telephone # (615) 971-6149

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;

- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations

related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under

this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. State Sponsored Insurance. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA. Grantee must submit all required documentation to the Department of Finance and Administration and receive approval on or before July 1, 2023, to comply with this grant requirement.

E.7. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.

- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

Shane McFarland, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

<p>Required Information on Authorizing Agency:</p> <p>Name: City of Murfreesboro</p> <p>Federal ID Number (FEIN): 62-6000374</p> <p>UEI Number:</p> <p>SAM Expiration Date:</p> <p>Fiscal Year End Date: June 30</p>	<p>Implementing Agency:</p> <p>Name: Murfreesboro Police Department</p> <p>Address: 1004 N. Highland Ave</p> <p>Murfreesboro, TN 37130-</p>
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Will You Have Any Subcontracts? Yes

Project Title: Formula Based Grant

AUTHORIZED OFFICIAL - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>Shane McFarland, Mayor</p> <p>111 W. Vine St.</p> <p>Murfreesboro, 37133</p>	<p>Phone Number:</p> <p>(615) 849-2629</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>smcfarland@murfreesborotn.gov</p>
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PROJECT DIRECTOR - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>Bill Terry, IT Manager</p> <p>1004 N. Highland Ave.</p> <p>Murfreesboro, 37130</p>	<p>Phone Number:</p> <p>(615) 971-6149</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>wterry@murfreesborotn.gov</p>
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FINANCIAL DIRECTOR - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>Jenny Licisko, Public Safety Finance Ma</p> <p>1004 N. Highland Ave.</p> <p>Murfreesboro, 37130</p>	<p>Phone Number:</p> <p>(629) 201-5575</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>dlicsko@murfreesborotn.gov</p>
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County/Counties Served (Type ALL if Statewide):

Rutherford

U.S. Congressional District(s): 4

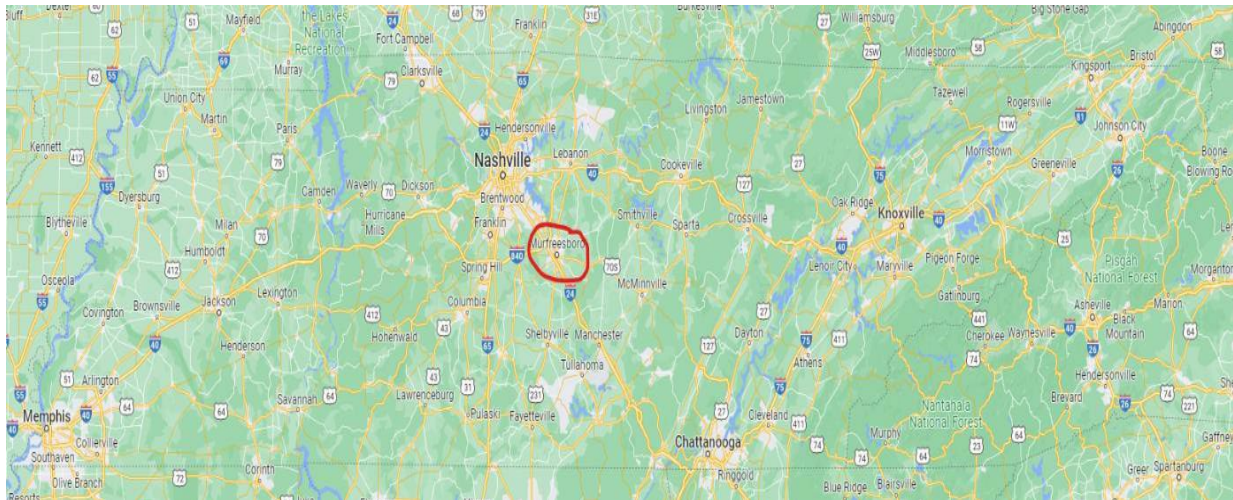
**Formula Based Grant-Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

APPLICANT AGENCY NAME: Murfreesboro Police Department, Murfreesboro, TN

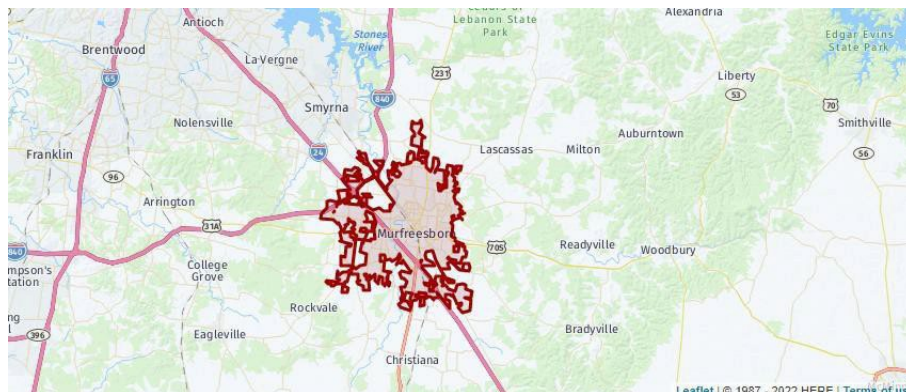
Section A: Crime Data, Problem Statement and Target Population

A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

The City of Murfreesboro is located in the geographic center of the State and serves as the county seat for Rutherford County. As the sixth largest city in the State, its easy accessibility from interstate I-24 and its proximity to Nashville make Murfreesboro a prime location for residential and commercial growth, as well as generating a large influx of visitors and tourists into the community. The 2020 U.S. Census reported a population of 152,769, representing a 40% growth from the 2010 census. U.S. Census forecasts a 3.3% annual growth. 71% of the population is white, 19% black, and 3% Asian. 7.7% percent of the population identifies as Hispanic.



Murfreesboro Police Department covers approximately 64 square miles within the city boundaries. The department is organized into five (5) divisions: Uniformed Division, Criminal Investigations Division, Administrative Services Division, Operations Division, and Emergency



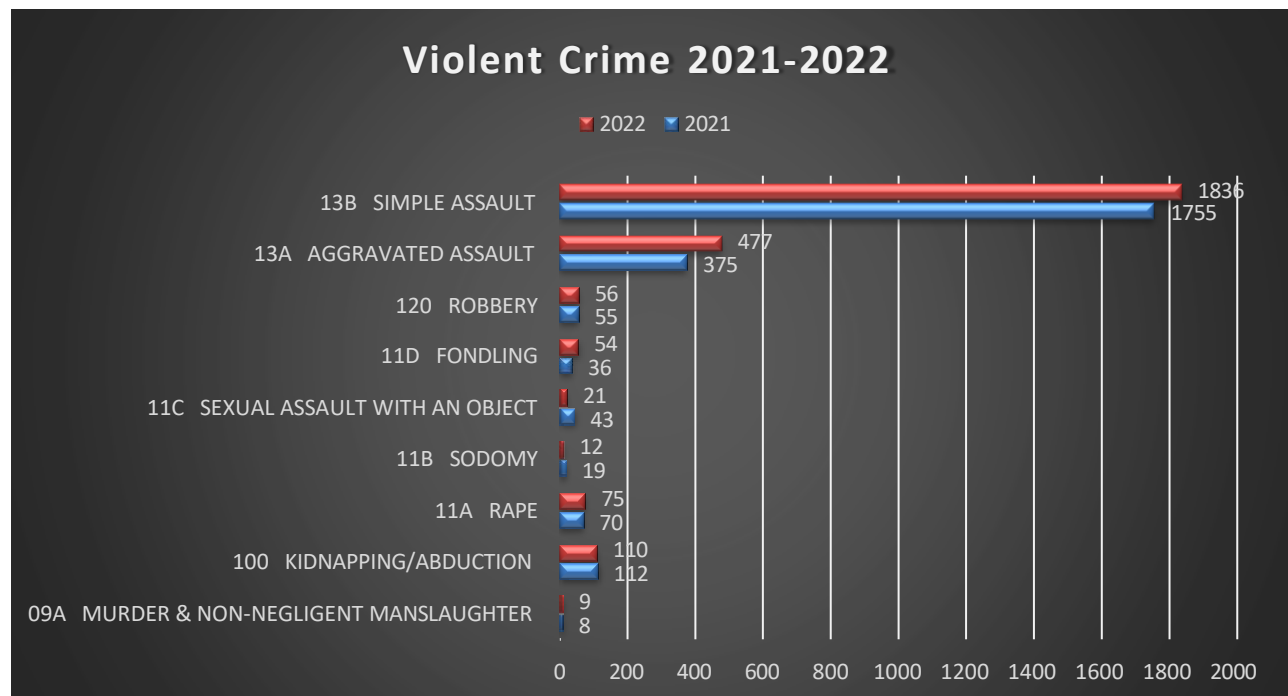
Communications Division. When fully staffed, the Police Department is the City's largest operating department, with 315 sworn officers, 49 emergency communications staff,

28 non-sworn support staff, 37 school patrol staff, and two parking enforcement staff.

During the 2021 fiscal year (July 1-June 30), Officers responded to 109,876 calls for service (about 301 calls per day), completed 14,883 official police reports, and initiated 5,654 criminal charges. 2021 TBIRS data shows that 30% of reported violent crime incidents went uncleared.

Incident	Cleared	Not Cleared
Murder	4	4
Kidnapping/Abduction	22	111
Forcible Rape	15	52
Forcible Sodomy	6	13
Sexual Assault with Object	3	43
Forcible Fondling	7	29
Statutory Rape	4	7
Aggravated Assault	191	256
Simple Assault	461	1,871
GRAND TOTALS	713	2,386

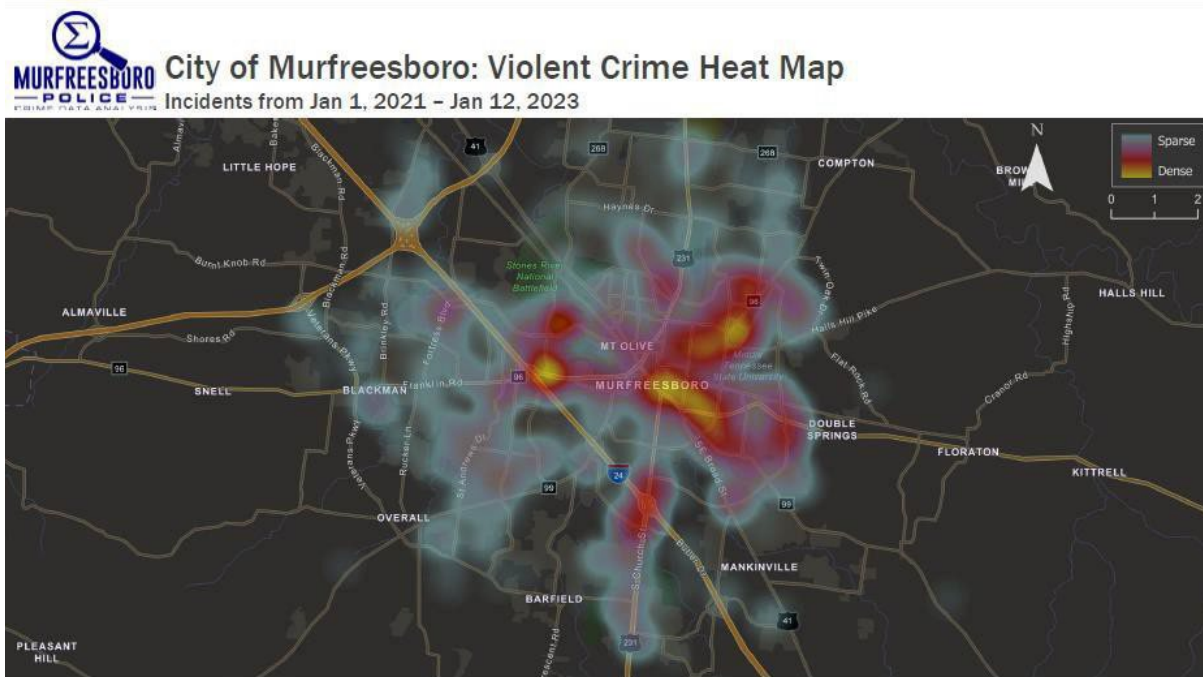
In addition, MPD reported a 9% increase in violent crime incidents from 2021 to 2022 (2,473 responses in 2021 and 2,650 responses as of 12/12/22). Significant increases were seen in simple assault, aggravated assault, fondling, and rape. Murder & non-negligent manslaughter and robbery only increased by 1 reported incident, Sexual assault crimes 11C and 11B were down.



A.2. Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VICIF fund will help to address.

Murfreesboro Police Department is seeing a significant increase in Simple Assault and Aggravated Assault incidents, which also have substantial uncleared rates.

By acquiring additional technology resources (pole cameras, gunshot detection technology, and License Plate Readers), MPD plans to use this equipment to address incidents of violent crime. MPD will give special attention to crimes correlated to violent crime activity that coincide with the identified hotspot sectors, as seen in the Heat Map below.



A.3 Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles.

The Murfreesboro Police Department maximizes resources, including available manpower, to address crime issues in a city that is experiencing fast residential growth, maintains a consistent flow of visitors/tourists for destination attractions and events, has a prime interstate location on I-24 just outside of Nashville, is in close proximity to I-40 and I-840, and is a "University Town".

Working to overcome these obstacles while maintaining community trust requires MPD to avail itself of all appropriate resources. MPD needs innovative strategies and solutions to effectively address violent criminal activity and become more proactive in addressing new and emerging trends and patterns in criminal behavior.

Technology adoption is one-way MPD can use VCIF funds to mitigate these obstacles and efficiently and effectively target violent criminal activity, especially as it relates to violent crime

rates and identified community hot spots. Technology has been a significant driver of law enforcement strategies and tactics for many years. Strong, proactive, and innovative Police Departments across the nation have implemented an array of technological advancements to improve operational efficiency and outcomes, especially in times of diminished resources and enhanced law enforcement activity. A study completed by RTI International Police Executive Research Forum found that "technology is having a positive impact on U.S. law enforcement agencies in terms of increasing efficiency, providing communication, enhancing information-sharing practices, and improving informational and analytical capacities." (*Research on the Impact of Technology on Policing Strategy in the 21st Century*, Kevin Storm, May 2016, p.2-3).

As a Police Department that employs community policing priorities along with intelligence and hot-spot policing philosophies, the Murfreesboro Police Department can use VCIF funding to stay proactive and positively engaged in responding to the community's needs. These priorities lend to building trust and support with the community while allowing the agency to work more efficiently with limited resources to address the violent criminal activity within the targeted population.

Section B: Purpose

B.1 Goal:

Through the use of VCIF funds, Murfreesboro Police Department will implement the **purchase and application of new technology and equipment**

B.2 Objectives and B.3 Activities

Objective 1.1 Increase video technology capabilities to address potential hotspots and critical areas in the community to provide timely access to and accurate crime evidence for investigators and prosecution.

Activity 1.1.1

Identify locations that could benefit from increased video surveillance capabilities.

Activity 1.1.2

Implement procurement procedures and Council approvals to purchase and install 17 pole cameras using VCIF funds.

Activity 1.1.3

Monitor and gather video data that can be used towards investigation and prosecution.

Activity 1.1.4

Maintain data and statistical analysis on the benefits and results of the camera system.

Objective 1.2: Increase Police Department's capacity to clear cases and expand vehicular

evidence capabilities.

Activity 1.2.1

Identify state right away locations suitable for License Plate Recognition Systems.

Activity 1.2.2

Coordinate with the Tennessee Department of Transportation to secure permission for placement of LPR systems on identified state right of way corridors.

Activity 1.2.3

Implement procurement procedures and Council approvals, select, purchase, and install 44 LPR camera systems using VCIF funds.

Activity 1.2.4

Utilize LPR data that can be used towards investigation, and prosecution. Incorporate training for officers who operate the systems, identifying storage and access to the data, and what databases will be used.

Activity 1.2.5

Maintain data and statistical analysis on the benefits and results of the LPR system.

Objective 1.3: Increase notification and response time to gunfire incidents for gun violence prevention and reduction.

Activity 1.3.1

Establish the desired radius to place acoustic sensors to accurately detect and triangulate gunshots in identified areas.

Activity 1.3.2

Implement procurement procedures and Council approvals, select, purchase, and install a gunshot detection system using VCIF funds.

Activity 1.3.3

Monitor and gather gunshot system data that can be used towards crime detection, investigation, and prosecution.

Activity 1.3.4

Maintain data and statistical analysis on the benefits and results of the gunshot detection system.

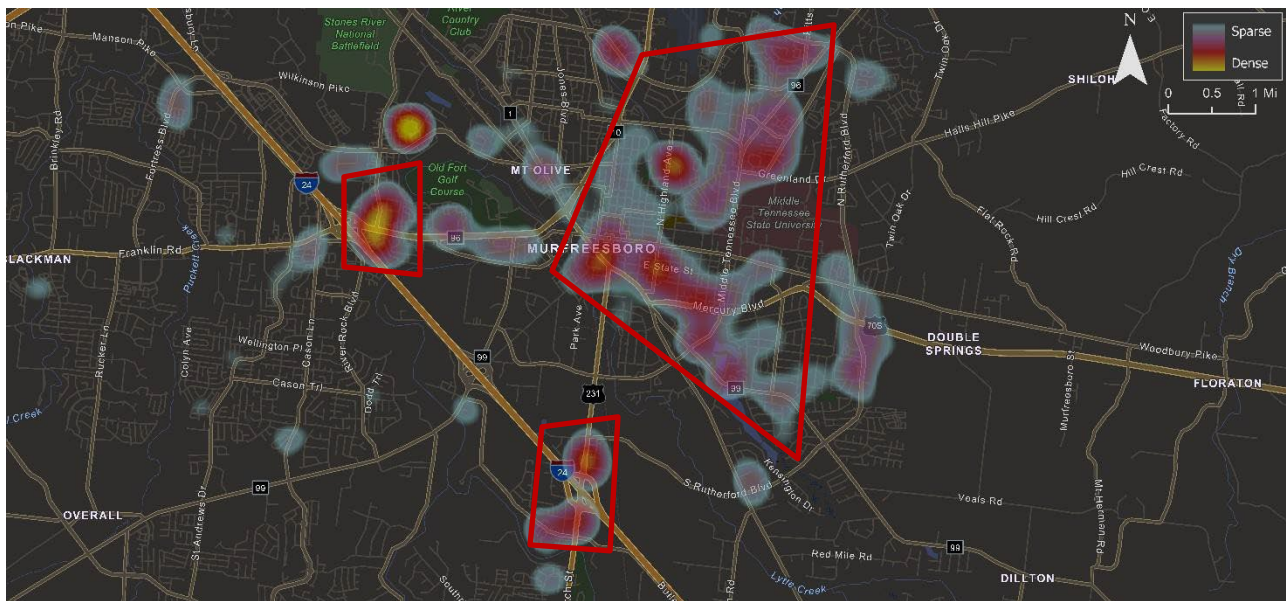
C. Collaborations

C.1. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

MPD will work with the Tennessee Department of Transportation to secure permission to place LPRs on state right of ways. In addition, MPD will work with other local Police jurisdictions to share data as appropriate and necessary to assist in investigation, and prosecution. No outside/community-based (nonprofit) partners will be engaged for the implementation of project goals, objectives, and activities for the VCIF project.

D. Project Design and Implementation Timeline

D.1. List each piece of equipment to be purchased and describe how it will be deployed/used with your department.



By June 30, 2024 (Year 2) MPD will have purchased **44 License Plate Recognition** cameras that will be placed along state right of ways. MPD will focus the primary placement of LPRs along the major interchanges of I-24 and I-840, in cooperation with TDOT. In addition, **17 Pole Cameras** and a **Gunshot Detection system with a 5 square mile coverage** will be purchased by June 30, 2024 (Yr 2) with VCIF funds. The purchase price for these components includes all hardware, software, warranties, maintenance, and installation of equipment.

These systems will be placed at locations within the City limits based upon detailed crime analytics. As seen in heat map above, our primary areas of concern are bordered in red. This includes our primary area of concern within the core inner sector of the city and two other areas located at the Hwy 96/I-24 and Church St./I-24 interchanges. These additional areas outside of the inner core have been identified as significant contributors to violent crimes which make them part of the overall focus for this project. Pole cameras and gunshot detection technology system will be deployed by June 30, 2025, within the larger area of this crime activity. The gun shot

detection system consists of multiple detection devices spread over a designated area. The system is priced per square mileage in coverage. MPD received an initial price quote of \$25,000 per square mile for equipment and monitoring. MPD is looking at covering 5 square miles for a total of \$125,000 per year. \$250,000 in VCIF funds will be used to provide 2 years of coverage for gunshot detection technology.

D.2. No staff will be hired with these funds, nor will subcontractors be used to implement the goals objectives and activities of this grant project. Procurement contracts and professional services agreements will be used for the purchase and installation of the equipment identified in D1.

D.3. Describe how you will implement the activities fund by VCIF (include items related to budget).

MPD will purchase and integrate new technology components (pole cameras, gunshot detection, and LPR) into its existing crime response capabilities in FY 24 (July 1, 2023 to June 30, 2024), which is YR 2 of the VCIF grant program. The purchase price for these components includes all hardware, software, warranties, maintenance, and installation of equipment. MPD will ensure the existing policy and procedures related to crime response activities are inclusive and responsive to this new equipment. Additionally, MPD will provide training to officers and staff on effectively monitoring and capturing relevant data. IT staff will oversee the installation, interfacing, upkeep, and maintenance of the equipment purchased through the VCIF funds. As new technology is implemented, the Crime Data Analyst will be involved in capturing and reporting relevant data points related to the use and purported outcomes.

MPD is working on a draft map to show our intended placement of LPR cameras in coordination with TDOT.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

Investing in innovative technology will significantly impact MPD's ability to respond to violent crime quickly with a more efficient use of resources. The availability and use of advanced technology will also allow MPD to increase their ability to investigate violent crimes with more thorough information that saves time and is readily accessible.

Most aggravated assaults with a firearm are not just random shootings. They are usually between specific groups with known gang affiliations and a documented history of criminal and gang activity. Having gunshot technology will allow MPD Officers to respond faster to a potential incident, especially within the known jurisdictions of these individuals. Through gunshot detection technology, officers do not have to wait for someone to report the shots, especially when reporting does not occur. When relying on reported information, potential witnesses may have left, and valuable time is lost while locating witnesses or gathering information. Being on the scene quicker, through gunshot detection, can potentially reduce the impact of additional harm to bystanders or other individuals in the area when a gun is involved. This technology can better prepare officers going into the area, improve readiness to deploy appropriate response measures, and reduce the loss of critical data and information that could be relevant in arresting and prosecuting aggravated assault crimes.

LPR systems would be a new addition to policing ability. They would increase MPD's success in finding stolen vehicles and locating or tracing vehicles related to violent crimes. Recently LPR cameras in another state were instrumental in locating a car involved in a violent crime case in Murfreesboro. Additionally, other national cases have made the news where suspects were tracked or found due to the use of LPR technology, validating its usefulness and success.

Furthering our community impact is using pole cameras to assist in criminal investigations with the ultimate goal of providing safe neighborhoods and reducing investigative time for criminal investigations while increasing solvability rates. Overall, these new technology components (LPR, gunshot detection, and pole cameras) provide MPD the efficient capacity to collect information from these resources with reduced staffing and ultimately reduce the time detectives work in solving criminal cases or gathering enough evidence for prosecution.

Timeline of Activities

Length of Time	Activity	Individual Responsible
30 days after contract execution (April 1, 2023)	Engage with OCJP Technical Assistance Provider for ongoing support and training	Bill Terry (Project Director) Jenny Licsko (Finance)
4 months after contract execution (July 2023)	Securing vendor quotes and procurement processes for equipment/technology identified for use of VCIF funds will have been initiated (to coincide with start of MPD FY 24)	Bill Terry Chief Bowen Jenny Licsko
5 months after contract execution (August 2023)	Necessary ROW approvals from TDOT for placement of LPR cameras at state right of ways will have been initiated.	Bill Terry, Chief Bowen
8 months after contract execution (October 2023)	Staff will begin initiating purchasing process of equipment-procurement, approvals, purchasing orders, etc. (equipment installation will be dependent on vendor and supply availability)	Bill Terry, Jenny Licsko, Chief Bowen
June 2024 (end of year 2 for project)	All equipment identified for use of VCIF funds will have been purchased. (Installation dependent on vendor availability and supplies)	Bill Terry, Project Director
1-2 months after installation of equipment	Vendor provided training, supported by any necessary internal training on protocols, policies, and procedures related to the use and management of resulting data from technology components has been initiated.	Bill Terry, Crime Data Analyst Supervisor, Chief Bowen
Ongoing after the installation and implementation of equipment is complete (March 2024 to June 2025)	Data analysis and maintenance has been implemented.	Bill Terry, Crime Data Analyst Supervisor

Ongoing starting after the execution of the grant contract. (April 2023-June 2025)	Management of expenditure of grant funds and financial reports is being completed. Reimbursement request submitted to OCJP for timely reimbursement of grant funds expended.	Jenny Licsko
Report submission as required	Required benchmark and outcomes reporting	Bill Terry (Project Director), Crime Data Analyst Supervisor, Jenny Licsko
End of contract period (June 2025)	Submit program output report	Bill Terry (Project Director), Crime Data Analyst Supervisor, Jenny Licsko

E. Outputs:

- 17 Pole Cameras purchased by June 30, 2024 (year 2 of project) and installed by June 30, 2025
- Gunshot detection system with 5 square mile receptor radius purchased by June 30, 2024 (year 2 of project) and installed by June 30, 2025
- 44 LPR systems purchased by June 30, 2024 (year 2 of project) and installed by June 30, 2025
- Number of felony and misdemeanor arrests as a result of data gathered from purchased equipment through this grant will be tracked and reported.
- Number of Officers and MPD staff trained on the use of equipment will be tracked and reported.

F. Data Collection and Information Sharing

Murfreesboro Police Department will collect, maintain, and provide to the Tennessee OCJP Department and other vested project stakeholders any and all data that measure the performance and effectiveness of the activities as outlined in Section B of this grant application. Project data will adhere to the reporting guidelines as established by the grantor. The Crime Data Analyst Supervisor, with the City of Murfreesboro Police Department, has been involved in the project development associated with this application and will be the lead in ensuring accurate data collection and information sharing are maintained throughout this project. The project will use the resources of the Crime Data Section to ensure that necessary data related to the project is being collected, monitored, and reported. The robust data collection currently in place adequately reflects the required standards and procedures to maintain confidential information and be able to provide accurate aggregate data points to TBIRS for required state reporting and monitoring. The MPD also uses a crime mapping system that is available to the public on the MPD website. Data for this map is extracted from the existing records system and imported into the crime mapping system to provide a current overview of crime in our community.

Methods of data collection for grant reporting purposes and general analysis of project effectiveness will include qualitative and quantitative data from police reports filed by responding officers, investigative information filed by detectives, mapping information, observations conducted during the implementation of the equipment, anecdotal information collected from end users of the equipment on the perceived effectiveness of the equipment, user-friendliness, and maintenance/upkeep.

Gathering, measuring, and analyzing data collected from various relevant sources will be used to evaluate project outcomes, forecast potential trends and probabilities in violent crimes, and inform future planning, decision-making, and budgeting processes. Data will be used by the Murfreesboro Police Department Chief and Leadership Team for effective policing strategies and improvements and available to the public for insight into policing activities, overall effectiveness, and identification of future needs.

G.1 Describe how this funding will have long term impact on the violent crime in your region.

As technology improvements and advancements continue, acquiring this equipment will enhance MPD's long-term ability to generate actionable law enforcement intelligence. Building a multi-faceted technology framework through the prompt acquisition of pole cameras, gunshot technology, and an LPR system allows MPD to supplement strategies to further enhance a proactive approach to violent crime. Combining these systems promote improved integration with predictive policing software, records management systems, and computer-aided dispatch (CAD). Together, these tools provide a force multiplier by increasing MPD's officer efficiency. As the City continues to grow, adding these technology resources now will have a long-term impact on the future of policing. Anticipated benefits include recovery of stolen vehicles, along with the improved ability to solve a wide variety of criminal cases involving crimes of violence. However, this investment's most significant long-term impact is bolstering the jurisdiction's security while incorporating effective new approaches to addressing crime and enhancing officer safety.

G.2 Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.

As the sophistication of technology has increased, it has pushed the limits of policing into a new era. This era demands that police departments be responsive in crime intervention, prevention, and reduction, especially in the area of violent crimes. Law enforcement must embrace technology as a core part of its operations and work culture. The barriers faced by MPD, and most departments nationally, call for the concentrated effort of ensuring that technology components remain sustainable. MPD's sustainability approach will include keeping the following items a priority focus: maintaining equipment in good working order, allowing a sufficient budget for maintenance, upgrades, and new purchases, and providing adequate training on the use of the technology. Additionally, MPD will ensure data is collected accurately and appropriately to solve cases and lead to prosecution. Maintaining a progressive approach, including the use of technology advancements, to policing that provides transparency and involvement with City leadership, City council, community stakeholders and supports a community-minded approach will further enhance the sustainability of improved relationships, collaborations and successful

outcomes in addressing violent criminal activity in our community.

G.3 Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future.

The IT Network Manager for the Murfreesboro Police Department will be responsible for the oversight of equipment purchased through this grant. He will work within the scope of City and State procurement policies, as well as the OCJP Grants Manual for the management of any equipment purchased with VCIF funds. He will identify the purchases of technology equipment as Sensitive Minor Equipment in accordance with OCJP guidelines:

Sensitive Minor Equipment: is defined as moveable, high-risk, sensitive property items purchased with a cost between \$500.00 and \$5,000.00, such as computers (i.e., laptops, tablets), weapons, TVs, and cameras acquired, used and managed for criminal justice and victim services grant purposes.

In addition, the City will ensure appropriate property management systems and procurement policies are adhered to in the identification and selection of equipment purchased through grant funds, including inventory tagging and identification. Receipts, authorized invoices, and order dates will be held and maintained for all equipment purchased with grant funds. Retained information will be used to provide the annual "Project Equipment Summary Report" to the funder. Physical inventories will be taken at a minimum of every 2 years and any loss, damage, or theft of grant funded equipment will be reported to OCJP. Equipment will be maintained under the regular technology maintenance plans of the department as well as through any vendor service agreements obtained at the time of purchase. The Department will adhere to City and State policies for the disposition of equipment purchased with grant funds.

GRANT BUDGET				
AGENCY NAME: Murfreesboro Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 06/15/2023 END: 06/30/2023				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Murfreesboro Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant

SALARIES, BENEFITS & TAXES	AMOUNT
TOTAL	\$0.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
TOTAL	\$0.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
TOTAL	\$0.00

INSURANCE	AMOUNT
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
TOTAL	\$0.00

DEPRECIATION	AMOUNT
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
TOTAL	\$0.00

INDIRECT COST	AMOUNT
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
TOTAL	\$0.00

GRANT BUDGET				
AGENCY NAME: Murfreesboro Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$250,000.00	\$0.00	\$250,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$906,280.00	\$0.00	\$906,280.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,156,280.00	\$0.00	\$1,156,280.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Murfreesboro Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Gunshot Detection System (2 year Professional Services Contract approximately from July 1, 2023 through June 30, 2025)	\$250,000.00
TOTAL	\$250,000.00

CAPITAL PURCHASE	AMOUNT
17 Pole Camers (Includes all hardware, software, video storage, warranties and installation)	\$490,924.00
44 LPR Cameras (Includes all hardware, software, video storage, warranties and installation)	\$415,356.00
TOTAL	\$906,280.00

ATTACHMENT B**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- Agencies should make a copy of the completed certifications and keep them in their agency grant file.
- Completed certification forms should be returned to OCJP along with the signed Grant Contract. Please return entire document - stand-alone signature pages will not be accepted.

Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants **shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.**

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract (“scope document”) during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF-funded Equipment, VCIF-funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency's Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the [FAA and all Certificates of Waiver or Authorization \(COA\)](#) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.

Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Violent Crime Intervention Funds Subcontract Reporting Certification

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Contract Extension with Heritage Cleaners
Department: Police/Fire
Presented by: Chief Michael Bowen or Chief Mark McCluskey
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

Contract Extension with Heritage Cleaners.

Staff Recommendation

Approve the Fifth Amendment to the Contract with Heritage Cleaners.

Background Information

The initial contract between the City and Heritage Cleaners was approved by Council on July 12, 2018, in response to ITB-26-2018. This contract provides laundry and dry-cleaning services for both the Police and Fire Departments. The current extension expires on June 30, 2023.

Fiscal Impact

The expense is funded from the departments' operational budgets with an annual expected expense of \$150,000 for MPD and \$45,000 for MFRD.

Attachments

Fifth Amendment to the Contract with Heritage Cleaners.

**AMENDMENT #5 TO
AGREEMENT FOR LAUNDRY & DRY-CLEANING
BETWEEN
THE CITY OF MURFREESBORO
AND
HERITAGE CLEANERS**

This Fifth Amendment (“Fifth Amendment”) to the Contract entered July 1, 2018, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, and Heritage Cleaners LLC, a Limited-Liability Corporation of the State of Tennessee (“Contractor”).

WHEREAS, the City of Murfreesboro entered into a contract with Heritage Cleaners on July 1, 2018, for Laundry and Dry-Cleaning Services in accordance with the Bid Specifications set forth in ITB-26-2018 – Laundry & Dry-Cleaning Services and any Addendums issued to ITB-26-2018; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2022 to June 30, 2023; and,

WHEREAS, the City wishes to extend the contract term until June 30, 2024.

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the contract to June 30, 2024.
2. To maintain pricing as per Amendment #4.
3. All other terms of the contract shall remain the same.

CITY OF MURFREESBORO

Shane McFarland, Mayor

HERITAGE CLEANERS

DocuSigned by:



Chad McCaslin, President

Approved as to form:

DocuSigned by:



Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Main Street Banner Request
Department: Street Department
Presented by: Raymond Hillis, Executive Director, Public Works
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

Request from North Boulevard Church of Christ to hang a banner over East Main Street.

Staff Recommendation

Approve banner to be displayed as follows:

North Boulevard Church of Christ from May 31st – June 9th, 2023 for their annual SING! Event.

Background Information

After many services, retreats, and services combining North Boulevard Church of Christ and Hwy 231's congregations, the SING! Event was formed in 2021 as a way for two congregations from culturally different backgrounds to come together. Here everyone is welcome to worship through song and to hear a message that God can make racial reconciliation possible.

The event is held at McKnight Park and includes food trucks and family fun. The churches would like to hang a banner to spread word about the event and invite the community.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

Letter of request from North Boulevard Church of Christ



East Murfreesboro | Church Offices
1112 N Rutherford Blvd, Murfreesboro, TN 37130
(615) 893-1520 | northboulevard.com

May 3, 2023

Murfreesboro City Council

Dear Council Members,

We are writing for permission to hang our event signage across Main Street beginning on May 31 through June 9. If you agree to allow us to "reserve" the banner space, we intend to promote our 3rd annual SiNG! Event at McKnight Park on the evening of June 9 beginning at 7:00pm featuring a night of worship with Hwy 231 and North Boulevard.

Since 2017, Hwy 231 (a predominantly black church) and North Boulevard (a predominantly white church) have been building a relationship with one another. This friendship has been a tremendous blessing. Together, we've held services, retreats, and conferences, spreading God's love among each other and to other churches and communities.

Individual relationships have also been built. In 2020, Quenshawn Nelson (the worship leader at Hwy 231) and Shawn Frazier (the worship leader at North Boulevard) wanted to show our memberships how God can make racial reconciliation possible. After a joint, online-only Easter service, they thought, "Let's sing more together and do something big to share with our community!"

So, in 2021, the first SiNG! event came to fruition. Hwy 231 and North Boulevard invited the community to an evening of singing, with messages of unity and love. God blessed that first event in 2021.

Then in 2022, we held our 2nd event at McKnight Park, and it was a great success. We added Food Trucks to the evening for all to enjoy. And the environment was a blast, with baseball games, Sports*Com, the Miracle Field playground, and the airport, all surrounding the event.

As we prepare for our 3rd year, at McKnight Park, we hope to share even more of what we have learned together. The banner will help us spread the word that everyone in Murfreesboro is invited! And we hope that the community will be encouraged and moved by seeing different races joyfully SiNG! together.

Thanks for your consideration!

Jane Herring
Senior Minister Assistant

jph

COUNCIL COMMUNICATION

Meeting Date: 5/18/2023

Item Title: Asphalt and Concrete Purchase Report
Department: Street
Presented by: Raymond Hillis, Executive Director, Public Works

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.

Fiscal Impacts

Asphalt purchases, \$100,000, and concrete purchases, \$55,000, are funded by the Department's FY23 Budget.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 23

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
10/24/2022	Hawkins	411E Mix	\$ 92.91	4.77	\$ 443.18	\$ 443.18
3/7/2023	Hawkins	307 BM hot mix	\$ 82.80	11.92	\$986.98	\$ 1,430.16
3/7/2023	Hawkins	307 BM hot mix	\$ 82.80	9.23	\$ 764.24	\$ 2,194.40

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/5/2022	Blue Water	E Mix 64-22	\$ 64.95	1.04	\$ 67.55	\$ 67.55
7/8/2022	Blue Water	E Mix 64-22 RP	\$ 64.95	2.04	\$ 132.50	\$ 200.05
7/13/2022	Blue Water	E Mix 64-22 RP	\$ 64.95	2.76	\$ 179.26	\$ 379.31
7/13/2022	Blue Water	BM2 64-22 RP	\$ 58.05	4.30	\$ 249.62	\$ 628.93
7/14/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	7.02	\$ 607.51	\$ 1,236.44
7/14/2022	Blue Water	E Mix 64-22	\$ 90.03	3.04	\$ 273.69	\$ 1,510.13
7/20/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	1.13	\$ 97.79	\$ 1,607.92
7/29/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	1.05	\$ 90.87	\$ 1,698.79
8/3/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	8.70	\$ 752.90	\$ 2,451.69
8/4/2022	Blue Water	E Mix 64-22	\$ 90.03	7.35	\$ 661.72	\$ 3,113.41
8/9/2022	Blue Water	E Mix 64-22	\$ 90.03	1.19	\$ 107.14	\$ 3,220.55
8/11/2022	Blue Water	E Mix 64-22	\$ 90.03	2.03	\$ 182.76	\$ 3,403.31
8/12/2022	Blue Water	E Mix 64-22	\$ 90.03	2.25	\$ 202.57	\$ 3,423.12
8/22/2022	Blue Water	E Mix 64-22 RP	\$ 74.01	0.81	\$ 59.95	\$ 3,280.50
8/23/2022	Blue Water	E Mix 64-22	\$ 90.03	7.94	\$ 714.84	\$ 4,137.96
8/25/2022	Blue Water	E Mix 64-22	\$ 90.03	9.09	\$ 818.37	\$ 4,956.33
8/25/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	2.49	\$ 215.48	\$ 5,171.81
8/31/2022	Blue Water	E Mix 64-22	\$ 90.03	2.08	\$ 187.26	\$ 5,359.08
8/31/2022	Blue Water	E Mix 64-22	\$ 90.03	7.30	\$ 657.22	\$ 6,684.32
9/2/2022	Blue Water	E Mix 64-22	\$ 90.03	7.42	\$ 668.02	\$ 6,027.10
9/7/2022	Blue Water	E Mix 64-22	\$ 90.03	8.77	\$ 789.56	\$ 7,473.88
9/8/2022	Blue Water	E Mix 64-22	\$ 90.03	8.61	\$ 775.16	\$ 8,249.04
9/12/2022	Blue Water	E Mix 64-22	\$ 90.03	15.13	\$ 1,362.15	\$ 9,611.19
9/20/2022	Blue Water	E Mix 64-22	\$ 90.03	1.22	\$ 109.84	\$ 9,721.03
9/22/2021	Blue Water	E Mix 64-22	\$ 90.03	2.04	\$ 183.66	\$ 9,904.69
9/30/2022	Blue Water	E Mix 64-22	\$ 90.03	0.73	\$ 65.72	\$ 9,970.41
9/30/2021	Blue Water	E Mix 64-22	\$ 90.03	10.62	\$ 956.12	\$ 10,926.53
10/7/2022	Blue Water	E Mix 64-22	\$ 90.03	7.38	\$ 664.42	\$ 11,590.95
10/14/2022	Blue Water	E Mix 64-22	\$ 90.03	2.12	\$ 190.86	\$ 11,781.81
10/21/2022	Blue Water	E Mix 64-22	\$ 90.03	8.07	\$ 726.54	\$ 12,508.35
10/26/2022	Blue Water	E Mix 64-22 RP	\$ 90.03	1.45	\$ 130.54	\$ 11,912.35
10/28/2022	Blue Water	E Mix 64-22 RP	\$ 86.54	2.10	\$ 181.73	\$ 12,690.08

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/19/2022	Vulcan	411E PG 64-22	\$ 87.00	1.02	\$ 88.74	\$ 88.74
7/19/2022	Vulcan	BITM-AC 5.6	\$ 12.72	1.02	\$ 12.72	\$ 101.46
7/26/2022	Vulcan	411E PG 64-22	\$ 87.00	4.30	\$ 374.10	\$ 475.56
7/26/2022	Vulcan	BITM-AC 5.6	\$ 12.72	4.30	\$ 54.70	\$ 530.26
7/29/2022	Vulcan	411E PG 64-22	\$ 87.00	18.10	\$ 1,574.70	\$ 2,104.96
7/29/2022	Vulcan	BITM-AC 5.6	\$ 12.72	18.10	\$ 230.23	\$ 2,335.19
8/10/2022	Vulcan	411E PG 64-22	\$ 87.00	6.26	\$ 544.62	\$ 2,879.81
8/10/2022	Vulcan	BITM-AC 5.6	\$ 12.76	6.26	\$ 79.88	\$ 2,959.69
8/10/2022	Vulcan	411E PG 64-22	\$ 87.00	8.21	\$ 714.27	\$ 3,673.96
8/10/2022	Vulcan	BITM-AC 5.6	\$ 12.76	8.21	\$ 104.76	\$ 3,778.72
8/16/2022	Vulcan	411E PG 64-22	\$ 87.00	1.57	\$ 136.59	\$ 3,915.31
8/16/2022	Vulcan	BITM-AC 5.6	\$ 12.76	1.57	\$ 20.03	\$ 3,935.34
9/6/2022	Vulcan	411E PG 64-22	\$ 87.00	5.51	\$ 479.37	\$ 4,414.71
9/6/2022	Vulcan	BITM-AC 5.6	\$ 12.23	5.51	\$ 67.39	\$ 4,482.10
9/13/2022	Vulcan	307BM PG 64-22	\$ 75.50	5.19	\$ 391.85	\$ 4,873.95
9/13/2022	Vulcan	BITM-AC 5.6	\$ 9.17	5.19	\$ 47.59	\$ 4,921.54
9/30/2022	Vulcan	307BM PG 64-22	\$ 75.50	2.07	\$ 156.29	\$ 5,077.83
9/30/2022	Vulcan	BITM-AC 5.6	\$ 9.17	2.07	\$ 18.98	\$ 5,096.81
12/13/2022	Vulcan	411E PG 64-22	\$ 87.00	2.06	\$ 179.22	\$ 5,276.03
12/13/2022	Vulcan	BITM-AC 5.6	\$ 8.03	2.06	\$ 16.54	\$ 5,292.57
12/13/2022	Vulcan	411E PG 64-22	\$ 87.00	2.14	\$ 186.18	\$ 5,478.75
12/13/2022	Vulcan	BITM-AC 5.6	\$ 8.03	2.14	\$ 17.18	\$ 5,495.93
2/24/2023	Vulcan	411E PG 64-22	\$ 84.50	15.21	\$ 1,285.10	\$ 6,781.03
2/28/2023	Vulcan	411E PG 64-22	\$ 84.50	8.79	\$ 742.67	\$ 7,523.70

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
11/21/2022	Wiregrass Construction	411-E	\$ 86.54	2.51	\$ 217.22	\$217.22
11/22/2022	Wiregrass Construction	411-E	\$ 86.54	2.23	\$ 193.98	\$411.20
11/28/2022	Wiregrass Construction	411-E	\$ 86.54	1.87	\$ 161.83	\$573.03
11/29/2022	Wiregrass Construction	411-E	\$ 86.54	2.08	\$ 180.00	\$753.03
12/13/2022	Wiregrass Construction	411-E	\$ 86.54	10.08	\$ 872.32	\$1,625.35
3/7/2023	Wiregrass Construction	411-E	\$ 86.54	13.84	\$ 1,197.71	\$2,823.06
4/11/2023	Wiregrass Construction	411-E	\$ 86.54	10.09	\$ 873.19	\$3,696.25
4/13/2023	Wiregrass Construction	411-E	\$ 86.54	11.97	\$ 1,035.88	\$ 4,732.13
4/17/2023	Wiregrass Construction	411-E	\$ 86.54	8.74	\$ 756.36	\$ 5,488.49
4/18/2023	Wiregrass Construction	411-E	\$ 86.54	12.25	\$ 1,060.12	\$ 6,548.61
4/19/2023	Wiregrass Construction	411-E	\$ 86.54	10.10	\$ 874.05	\$ 7,422.66
4/20/2023	Wiregrass Construction	411-E	\$ 86.54	12.75	\$ 1,103.39	\$ 8,526.05
4/21/2023	Wiregrass Construction	411-E	\$ 86.54	10.39	\$ 899.15	\$ 9,425.20

STREET DEPARTMENT CONCRETE PURCHASES FY 23

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/1/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	2		\$ 224.00	\$ 224.00
7/6/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	3		\$ 372.00	\$ 596.00
7/6/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 611.00
7/6/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	2		\$ 224.00	\$ 835.00
7/7/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 1,083.00
7/7/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 1,093.00
7/8/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	3		\$ 372.00	\$ 1,465.00
7/8/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 1,480.00
7/11/2022	Nashville Ready Mix	Flowable Fill	\$ 112.00	5		\$ 560.00	\$ 2,040.00
7/11/2022	Nashville Ready Mix	Min Load charge	\$ 75.00	1		\$ 75.00	\$ 2,115.00
7/11/2022	Nashville Ready Mix	fuel surcharge	\$ 50.00	1		\$ 50.00	\$ 2,165.00
7/14/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 2,289.00
7/14/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 2,294.00
7/20/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	3		\$ 372.00	\$ 2,666.00
7/20/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 2,681.00
7/21/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 2,929.00
7/21/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 2,939.00
7/25/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 3,187.00
7/25/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,197.00
7/27/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 3,445.00
7/27/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,455.00
7/28/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2		\$ 248.00	\$ 3,703.00
7/28/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 3,713.00
8/9/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 3,837.00
8/9/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1		\$ 5.00	\$ 3,842.00
8/12/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1.5		\$ 186.00	\$ 4,028.00
8/12/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1.5		\$ 7.50	\$ 4,035.50
8/16/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,283.50
8/16/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,293.50
8/17/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,541.50
8/17/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,551.50
8/18/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 4,799.50
8/18/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 4,809.50
8/19/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 4,933.50
8/19/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1		\$ 3.00	\$ 4,936.50
8/25/2022	Nashville Ready Mix	3413 LF5	\$ 123.00	2		\$ 246.00	\$ 5,182.50
8/25/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 5,197.50
8/25/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 5,321.50
8/26/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 5,569.50
8/26/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 5,579.50
8/29/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2		\$ 248.00	\$ 5,827.50
8/29/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 5,837.50
8/31/2022	Nashville Ready Mix	4451 LF5	\$ 125.00	2		\$ 250.00	\$ 6,087.50
8/31/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2		\$ 10.00	\$ 6,097.50
9/16/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2		\$ 248.00	\$ 6,345.50
9/19/2022	Nashville Ready Mix	3413 LF5	\$ 123.00	3		\$ 369.00	\$ 6,714.50
9/19/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	3		\$ 15.00	\$ 6,729.50
9/22/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2.5		\$ 310.00	\$ 7,039.50
9/22/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2.5		\$ 12.50	\$ 7,052.00
9/23/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2.5		\$ 310.00	\$ 7,362.00
9/23/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2.5		\$ 7.50	\$ 7,369.50
9/26/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1		\$ 124.00	\$ 7,493.50

9/26/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1	\$ 3.00	\$ 7,496.50
9/27/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1	\$ 124.00	\$ 7,620.50
9/27/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1	\$ 5.00	\$ 7,625.50
9/28/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2	\$ 248.00	\$ 7,873.50
9/28/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2	\$ 10.00	\$ 7,883.50
10/3/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	2	\$ 248.00	\$ 8,131.50
10/3/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2	\$ 6.00	\$ 8,137.50
10/4/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	2.5	\$ 310.00	\$ 8,447.50
10/4/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	2.5	\$ 7.50	\$ 8,455.00
10/5/2022	Nashville Ready Mix	3500 CF5	\$ 124.00	1.5	\$ 186.00	\$ 8,641.00
10/5/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1.5	\$ 4.50	\$ 8,645.50
10/10/2022	Nashville Ready Mix	3413 CF5	\$ 124.00	1	\$ 124.00	\$ 8,769.50
10/10/2022	Nashville Ready Mix	Half Fibers	\$ 3.00	1	\$ 3.00	\$ 8,772.50
10/13/2022	Nashville Ready Mix	3600 CF5	\$ 124.00	1	\$ 124.00	\$ 8,896.50
10/13/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1	\$ 5.00	\$ 8,901.50
10/14/2022	Nashville Ready Mix	3500LF5	\$ 123.00	1	\$ 123.00	\$ 9,024.50
10/14/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	1	\$ 5.00	\$ 9,029.50
10/18/2022	Nashville Ready Mix	4500PSI Chips AE	\$ 128.00	4	\$ 512.00	\$ 9,541.50
10/18/2022	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 9,616.50
10/18/2022	Nashville Ready Mix	Fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 9,666.50
10/18/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	4	\$ 20.00	\$ 9,686.50
10/19/2022	Nashville Ready Mix	3500PSI Chips AE	\$ 124.00	2	\$ 248.00	\$ 9,934.50
10/19/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2	\$ 10.00	\$ 9,944.50
10/21/2022	Nashville Ready Mix	3500PSI Chips AE	\$ 124.00	2	\$ 248.00	\$ 10,192.50
10/21/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	2	\$ 10.00	\$ 10,202.50
10/24/2022	Nashville Ready Mix	3500PSI Chips AE	\$ 124.00	2	\$ 248.00	\$ 10,450.50
10/24/2022	Nashville Ready Mix	Full Fibers	\$ 5.00	4	\$ 20.00	\$ 10,470.50
1/27/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1	\$ 138.00	\$ 10,608.50
1/27/2023	Nashville Ready Mix	NonOChloride Accelerator	\$ 6.00	1	\$ 6.00	\$ 10,614.50
1/27/2023	Nashville Ready Mix	Full Fibers	\$ 5.00	1	\$ 5.00	\$ 10,619.50
2/7/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	2.5	\$ 345.00	\$ 10,964.50
2/10/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	4	\$ 552.00	\$ 11,516.50
2/10/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 11,591.50
2/10/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 11,641.50
2/21/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	2.5	\$ 345.00	\$ 11,986.50
2/23/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	2.5	\$ 345.00	\$ 12,331.50
2/24/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	1	\$ 138.00	\$ 12,469.50
3/6/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	3	\$ 414.00	\$ 12,883.50
3/8/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	2	\$ 276.00	\$ 13,159.50
3/9/2023	Nashville Ready Mix	3500PSI Chips AE	\$ 138.00	2.5	\$ 345.00	\$ 13,504.50
3/16/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	5	\$ 690.00	\$ 14,194.50
3/16/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 14,269.50
3/16/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 14,319.50
3/21/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	5.5	\$ 759.00	\$ 15,078.50
3/21/2023	Nashville Ready Mix	Min Load charge	\$75	1	\$ 75.00	\$ 15,153.50
3/21/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 15,203.50
3/23/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1	\$ 138.00	\$ 15,341.50
3/24/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	2	\$ 276.00	\$ 15,617.50
3/24/2023	Nashville Ready Mix	Min Load charge	\$75	1	\$ 75.00	\$ 15,692.50
3/24/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 15,742.50
3/24/2023	Nashville Ready Mix	Full Fibers-.75lb dose	\$ 5.00	2	\$ 10.00	\$ 15,752.50
3/27/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	3.5	\$ 483.00	\$ 16,235.50
3/27/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 16,310.50
3/27/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 16,360.50
3/28/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	5.5	\$ 759.00	\$ 17,119.50
3/28/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 17,194.50
3/28/2023	Nashville Ready Mix	fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 17,244.50
3/29/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	2	\$ 276.00	\$ 17,520.50
3/29/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 17,595.50
3/29/2023	Nashville Ready Mix	Fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 17,645.50
4/4/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	5	\$ 690.00	\$ 18,335.50

4/4/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 18,410.50
4/4/2023	Nashville Ready Mix	Fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 18,460.50
4/5/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	3	\$ 414.00	\$ 18,874.50
4/10/2023	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	2.5	\$ 345.00	\$ 19,219.50
4/10/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 19,294.50
4/10/2023	Nashville Ready Mix	Fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 19,344.50
4/25/2023	Nashville Ready Mix	4000 PSI Chips AE	\$ 140.00	3	\$ 420.00	\$ 19,764.50
4/25/2023	Nashville Ready Mix	Min Load charge	\$ 75.00	1	\$ 75.00	\$ 19,839.50
4/25/2023	Nashville Ready Mix	Fuel surcharge	\$ 50.00	1	\$ 50.00	\$ 19,889.50
4/25/2023	Nashville Ready Mix	Full fibers- .75 lb dose	\$ 5.00	3	\$ 15.00	\$ 19,904.50

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
3/14/2023	Orgain Ready Mix	3500 PSI 1/2" Agg	\$ 135.00	3		\$ 405.00	\$ 405.00
3/14/2023	Orgain Ready Mix	Fuel Surcharge			\$ 40.00	\$ 40.00	\$ 445.00
3/14/2023	Orgain Ready Mix	Delivery Charge	\$ 50.00			\$ 50.00	\$ 495.00
3/30/2023	Orgain Ready Mix	3500 PSI 1/2" Agg	\$ 135.00	3		\$405	\$900.00
3/30/2023	Orgain Ready Mix	Fuel Surcharge			\$40	\$40	\$940.00
3/30/2023	Orgain Ready Mix	Delivery Charge	\$50			\$50	\$990.00

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Geotechnical Services Amendment for Overall Creek Pump Station

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

Consider an amendment for geotechnical services for additional testing and inspection of the Overall Creek Pump Station (OCPS) construction.

Staff Recommendation

Approve TTL's geotechnical services amended agreement.

The Water Resources Board recommended approval on April 25, 2023.

Background Information

MWRD was required to hire a geotechnical services firm to perform construction inspections and materials testing to ensure that the OCPS construction contractor conforms to the project specifications.

In March 2022, Council approved a contract with TTL. TTL anticipates being over budget from the original contract amount due to the micropile construction and backfilling of the underground parts of the building that take substantially work than originally scoped for the project. Final costs for geotechnical services will be determined based on the actual labor and materials and material tests performed per the unit rates.

The amendment increases the original contract by \$26,529 to \$79,859.

Council Priorities Served

Expand Infrastructure

The expansion of the Overall Creek pump station allows for a significant new number of sewer connections west of I-24, the fastest growing area in Murfreesboro.

Fiscal Impact

The additional expense, \$26,529, is funded by MWRD working capital reserves.

Attachments

TTL, Inc. Amended Agreement



April 28, 2023

Ms. Valerie Smith, P.E.
Murfreesboro Water Resources Department (MWRD)
300 NW Broad Street
Murfreesboro, Tennessee 37130

RE: PROPOSAL FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
Overall Creek Pump Station Expansion
4656 NW Broad Street
Murfreesboro, Tennessee
TTL Project No. 22-08-00525.00 – REV 2

Dear Ms. Smith:

Thank you for the opportunity to provide materials engineering and testing services during the expansion of the existing Overall Creek Pump Station in Murfreesboro, Tennessee. This proposal contains our understanding of the project, the proposed scope of services, and fee and scheduling information.

PROJECT INFORMATION

Project information was obtained during email transmissions with Mr. Brent Fowler (Smith Seckman Reid, Inc. (SSR)) and Ms. Valerie Smithy (MWRD) in several e-mail transmissions between February 04, 2022 and February 14, 2022. We were provided Bid Set drawings and project specifications prepared by SSR, dated January 07, 2022. We were not provided with a construction schedule at this time. We request that these documents be provided when available so that we may revise our scope and/or estimate, if necessary.

The project consists of expanding the existing Overall Creek Pump Station from 7.4 million gallons per day (MGD) peak pumping capacity (5 MGD rated capacity) to approximately 15.4 MGD peak pumping capacity (12.4 MGD rated capacity) by installing new variable speed pumps, constructing a new drywell substructure, a new superstructure to house new electrical and controls equipment, and new heating, ventilating and air conditioning equipment.

During project construction, some of TTL's estimated durations of the contractor's schedule were exceeded. In addition, the style of construction for excavation and subsequent backfill of the new pump station underground components led to the addition of earthwork monitoring and testing which was not originally included in our proposed scope of services. Mr. Valerie Smith (MWRD) has requested an updated proposal to include the above referenced items.

PROPOSED SCOPE OF SERVICES

Based on our experience on similar projects, we propose to provide the following services during construction:

Earthwork and Foundation Installation:

- Observe and test fill placement and compaction activities to confirm the materials were placed and compacted to the project requirements. In general, this will include a proofroll and/or nuclear density gauge, if applicable.
- Performing laboratory classification and standard Proctor compaction testing for soil materials used as fill to verify conformance with project specifications and as a comparison for in-place density testing.
- Observe installation of micropile foundations including making test specimens of fresh plastic grout. Our representative will be on-site on a full-time basis to observe and document micropile installation, including the load verification test.

Asphalt Pavement Testing:

- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers.

Concrete Construction:

- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to size, grade, spacing, profiles, lap lengths, and concrete coverage.
- Make test specimens and perform field tests on plastic concrete. Tests will include slump, air content, unit weight, and temperature. We will cast six test cylinders (6 in. x 12 in.) using the minimum number of samples chart provided in the project specifications (Section 03 31 00 – 3.12 - 13a).
- Field curing concrete samples using a contractor-provided on-site curing box for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

Masonry Construction:

- Observe reinforcing steel prior to grout and mortar placement to evaluate conformance with the project drawings and specifications.
- Observe CMU block cells for cleanliness prior to grouting.
- Observe installation of masonry units for size, layout, bonding and placement of masonry units.
- Make test specimens and perform field tests on fresh mortar (six 2-in. by 2-in. cubes) and CMU block fill grout (four 3.25-in. by 3.25-in. by 6.5-in. grout prisms), including slump and temperature, as appropriate for the material.
- Perform compressive strength testing of contractor-made masonry prisms, if required.
- Field curing of the grout and mortar samples will be performed utilizing a contractor-provided on-site curing box for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

We will issue a final special inspection report stamped by a licensed professional engineer at job completion. Our special inspection services are limited to those aspects of the Statement of Structural Special Inspections that are assigned to us. We are not the Special Inspector for the entire project, and our services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems, if any are required.

We will need to be provided copies of the full construction documents (plans, specifications, and submittals), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

A TTL representative will be on-site on a full-time (continuous) and/or part-time (periodic) basis, depending on the activity and level of inspection required. Our on-site representative(s) or Project Manager will be available to communicate with the General Contractor's Project Manager or designated representative to discuss construction schedules. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.

COMPENSATION

We are currently providing construction materials testing and engineering and special inspection services for the Overall Creek Pump Station Expansion project in accordance with our Proposal No. 22-08-00525.00 – REV 1, dated February 24, 2022. TTL's original budget estimate of \$53,339 has been exceeded as of our previous invoice dated March 15, 2023 (Invoice No. 2123117). The budget provided by TTL was exceeded due to the actual number of days it required the micropile contractor to complete the micropile installations. Additionally, TTL was requested to observe and test the backfill for a large excavation made during construction for the new dry well.

Based on our experiences with the project, we recommend increasing our estimated fee by \$27,000 to cover the additional services noted above and to cover the remaining items which require testing and observations to complete the project. A summary of the budget increase request is provided below:

- Original Estimated Budget - \$53,339
- Additional Services Increased Budget - \$26,520
- **Revised Estimated Budget - \$79,859**

AUTHORIZATION

To complete our records, please sign the acknowledgment in the space provided on the following page and return the signed copy to our office. The additional services will be provided as an extension to our existing service agreement for this project, TTL Proposal No. 22-08-00525.00, dated February 24, 2022.

CLOSING

We appreciate this opportunity to be of service to you on this project. If you have questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,
TTL, Inc.



Daven Rogers
Construction Services Project Manager

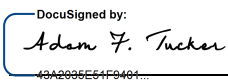


Martin L. Medley, II, P.E.
Vice President

Attachments: Construction Testing Estimate
 Schedule of Fees
 Client Project Services Agreement

Authorized By:

Client (Signature and Date)

DocuSigned by:


40A2095E54F0404...
Approved to as form
City Attorney

Client: Murfreesboro Water Resources Department
Project Name: Overall Creek Pump Station Expansion
Address:
City, State: Murfreesboro, Tennessee
TTL Project No.: 22-08-00525.00 REV2



SERVICE	PROJECTED SCHEDULE			UNIT COST	SUBTOTAL	SECTION SUBTOTAL
	No. Days	hrs/day	Total			
EARTHWORK						
Subgrade Review / Proofrolling			0	\$62.00	\$0.00	
Monitoring Cut/Fill Activities & Density Testing	21	8	168	\$62.00	\$10,416.00	
Technician Overtime	21	2	42	\$80.60	\$3,385.20	
			0	\$81.00	\$0.00	
Project Manager / Engineer Review	21	0.5	10.5	\$161.00	\$1,690.50	
PM Support Services	21	0.25	5.25	\$62.00	\$325.50	
						\$15,817
RIGID / FLEXIBLE PAVEMENTS						
Subgrade Review / Proofrolling	2	4	8	\$62.00	\$496.00	
Monitoring Cut/Fill Activities & Density Testing	2	8	16	\$62.00	\$992.00	
Monitoring Basestone Placement	1	4	4	\$62.00	\$248.00	
Monitoring & Testing Pavement Placement	1	4	4	\$62.00	\$248.00	
Concrete Pavement Placement			0	\$62.00	\$0.00	
Technician Overtime			0	\$80.60	\$0.00	
Test Specimen Pick-Up			0	\$62.00	\$0.00	
Project Manager / Engineer Review	6	0.5	3	\$161.00	\$483.00	
PM Support Services	6	0.25	1.5	\$62.00	\$93.00	
						\$2,560
FOUNDATIONS						
Shallow Foundations (Spread / Continuous Footings)	2	4	8	\$62.00	\$496.00	
Deep Foundations (Drilled Piers / Micropiles / etc.)	28	10	280	\$81.00	\$22,680.00	
Technician Overtime			0	\$80.60	\$0.00	
Test Specimen Pick-Up	4	1	4	\$62.00	\$248.00	
Special Inspector (Bearing Eval / Reinforcement Insp. / etc)	4	4	16	\$81.00	\$1,296.00	
Project Manager / Engineer Review	34	0.5	17	\$161.00	\$2,737.00	
PM Support Services	34	0.25	8.5	\$62.00	\$527.00	
						\$27,984
CONCRETE						
Stair Walls / Dry Well Walls	6	4	24	\$62.00	\$1,488.00	
Slab-On-Grade / Slab-On-Deck / Beams	5	4	20	\$62.00	\$1,240.00	
Post-Tension / Tilt-Up / Precast / etc.			0	\$62.00	\$0.00	
Misc. Placements (Sidewalks / Stairwells / Curbs)	2	4	8	\$62.00	\$496.00	
Technician Overtime			0	\$80.60	\$0.00	
Special Inspector (Post Tension / Reinforcement Insp. / etc)	13	4	52	\$81.00	\$4,212.00	
Test Specimen Pick-Up	13	1	13	\$62.00	\$806.00	
Project Manager / Engineer Review	26	0.5	13	\$161.00	\$2,093.00	
PM Support Services	26	0.25	6.5	\$62.00	\$403.00	
						\$10,738
STRUCTURAL STEEL						
Anchor Bolts / Bolted Connections			0	\$108.00	\$0.00	
Welded Connections			0	\$108.00	\$0.00	
Metal Decking			0	\$108.00	\$0.00	
Certified Welding Inspector Overtime			0	\$140.40	\$0.00	
Certified Structural Steel Inspector Overtime			0	\$140.40	\$0.00	
Project Manager / Engineer Review			0	\$161.00	\$0.00	
PM Support Services			0	\$62.00	\$0.00	
						\$0
COLD-FORMED METAL FRAMING						
Special Inspector (Framing Observations / etc)			0	\$81.00	\$0.00	
Project Manager / Engineer Review			0	\$161.00	\$0.00	
PM Support Services			0	\$62.00	\$0.00	
						\$0

POST-INSTALLED ANCHOR SYSTEM						
	No. Days	hrs/day	Total	Rate	Subtotal	
Special Inspector (Drill Observations / Anchor Installation)	8	8	64	\$81.00	\$5,184.00	
Project Manager / Engineer Review	8	0.5	4	\$161.00	\$644.00	
PM Support Services	8	0.25	2	\$62.00	\$124.00	
						\$5,952
MASONRY / MORTAR						
	No. Days	hrs/day	Total	Rate	Subtotal	
Masonry Monitoring / Masonry Sampling	4	4	16	\$62.00	\$992.00	
Technician Overtime			0	\$80.60	\$0.00	
Special Inspector (Reinforcement Insp. / Cleanliness / etc)	4	4	16	\$81.00	\$1,296.00	
Test Specimen Pick-Up	4	1	4	\$62.00	\$248.00	
Project Manager / Engineer Review	8	0.5	4	\$161.00	\$644.00	
PM Support Services	8	0.25	2	\$62.00	\$124.00	
						\$3,304
WOOD FRAMING						
	No. Days	hrs/day	Total	Rate	Subtotal	
Nailing / Bolting / Anchoring Observation	1	4	4	\$161.00	\$644.00	
Technician Overtime			0	\$0.00	\$0.00	
Special Inspector (Hold Downs / Shear Eval. / etc)			0	\$81.00	\$0.00	
Project Manager / Engineer Review	1	0.5	0.5	\$161.00	\$80.50	
PM Support Services	1	0.25	0.25	\$62.00	\$15.50	
						\$740
HIGH-STRENGTH GROUT						
	No. Days	hrs/day	Total	Rate	Subtotal	
Grout Monitoring / Grout Sampling			0	\$62.00	\$0.00	
Technician Overtime			0	\$80.60	\$0.00	
Test Specimen Pick-Up			0	\$62.00	\$0.00	
Project Manager / Engineer Review			0	\$161.00	\$0.00	
PM Support Services			0	\$62.00	\$0.00	
						\$0
FIREPROOFING						
	Number	Units	Total	Rate	Subtotal	
Thickness Measurements (Special Inspector)			0	\$81.00	\$0.00	
Density Testing (Special Inspector)			0	\$81.00	\$0.00	
Adhesion / Cohesion Testing (Special Inspector)			0	\$81.00	\$0.00	
Project Manager / Engineer Review			0	\$161.00	\$0.00	
PM Support Services			0	\$62.00	\$0.00	
						\$0
MATERIALS / LAB TESTING / ADDITIONAL SERVICES						
	Number	Units	Total	Rate	Subtotal	
Floor Flatness / Floor Levelness Testing			0	\$0.00	\$0.00	
Floor Flatness / Floor Levelness Testing (Special Inspector)			0	\$0.00	\$0.00	
Proctor Density Testing			0	\$0.00	\$0.00	
Proctor Density Testing w/ Atterberg Limits	1	1	1	\$220.00	\$220.00	
Vapor Emmission Testing (Kit Only)			0	\$0.00	\$0.00	
Concrete Specimens (Slab on Grade)	9	6	54	\$15.00	\$810.00	
Concrete Specimens (Foundations/Walls/Site)	4	6	24	\$15.00	\$360.00	
Masonry Grout / Mortar Specimens	4	10	40	\$15.00	\$600.00	
Grout Monitoring / Grout Sampling				\$0.00	\$0.00	
Micropile Grout Specimens	8	8	64	\$15.00	\$960.00	
Progress Meeting / PM Site Visit / Kick-Off Meetings / Conference Calls / Additional Review	5	4	20	\$161.00	\$3,220.00	
Special Inspection Letter & Engineer Review	1	8	8	\$211.00	\$1,688.00	
Engineer Site Visits	2	8	16	\$211.00	\$3,376.00	
Engineer Review of Concrete Cylinder Breaks	29	0.25	7.25	\$211.00	\$1,529.75	
						\$12,764
DIRECT COSTS						
	Trips	Miles	Total	Rate	Subtotal	
Trip Charge	0	0	0	\$0.70	\$0.00	
						\$0
PROJECT ESTIMATE / BUDGET					\$79,859	

Note: This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.



5010 Linbar Drive, #153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Labor)

Project Technician IV	\$62.00 / hr
Senior Project Technician I.....	\$81.00 / hr
Project Manager IV	\$161.00 / hr
Senior Project Manager II.....	\$211.00 / hr
Principal I	\$270.00 / hr
Project Administrator I.....	\$62.00 / hr

Technician rates to be multiplied by 1.3 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Travel (Portal to Portal).....	\$0.70 / mile
Direct Expenses	Cost + 15%

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: FY23 Budget Amendment Ordinance – Second Reading

Department: Administration

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

Amendment to the City's FY23 Budget.

Staff Recommendation

Approve Ordinance 23-O-20, amending the City's budget on second and final reading.

Background Information

On June 30, 2022, Council passed Resolution 22-R-19, ratifying Chapter 62 of the Private Acts of 2022 enacted by the 112th Session of the Tennessee General Assembly to amend the City Charter and authorize the creation of a Community Investment Trust ("the Trust") by City Council.

In order to transfer the Electric Department sale proceeds to the Trust, the General Fund must budget for this transfer. A corresponding budget resolution will also be needed for the Trust, recognizing the anticipated transfers, investment earnings and potential expenses incurred for FY23. The Trust will also reimburse the General Fund for administrative expenses that General Fund incurs on behalf of the Trust.

Council Priorities Served

Responsible Budgeting

The budget amendments reflect General Fund's transfers to the Community Investment Trust.

Fiscal Impact

The transfer, totaling \$41.2 million, will be funded from the previously received Electric Department sale proceeds. In addition, reimbursement from the Trust for administrative costs will reduce the use of Unassigned Fund Balance by \$55,682.

Attachments

1. FY23 Budget Ordinance 23-O-20 and Exhibit A

ORDINANCE 23-O-20 amending the Fiscal Year 2023 (hereafter "FY2023") Budget (7th Amendment).

WHEREAS, the City Council adopted the FY2023 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 22-O-11, on June 8, 2022 to implement the FY2023 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2022-2023 Budget.

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

SECTION 1. The FY2023 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2023 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8461...
Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
	<u>Unassigned</u>			
	Transfer in from Murfreesboro Community Investment Trust	\$	55,682.00	\$ 55,682.00
				<u>\$ 55,682.00</u>
 <u>Expenditures</u>				
	<u>Assigned</u>			
	Transfer to Murfreesboro Community Investment Trust	\$ -	\$ 41,195,009.56	\$ 41,195,009.56
				<u>\$ 41,195,009.56</u>
	CHANGE IN ASSIGNED FUND BALANCE (CASH) - MED SALE	\$ (3,500,000.00)	\$ (44,695,009.56)	\$ 41,195,009.56
	CHANGE IN UNASSIGNED FUND BALANCE (CASH)	\$ (11,196,245.99)	\$ (11,140,563.99)	\$ 55,682.00
	TOTAL CHANGE IN FUND BALANCE (CASH)	\$ (34,247,153.82)	\$ (75,386,481.38)	(41,139,327.56)

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Ordinance setting FY24 Water and Sewer Rate
[Second Reading]

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Water and sewer rate adjustments based on MWRD's biannual cost of service study (COSS) for FY21 and FY26 proforma.

Recommendation

Approve Ordinance 23-O-17 adjusting minimum monthly water and sewer charges for small meters and decreasing the sewer commodity (\$/1000 gal) charge.

Background Information

MWRD completed a FY21 COSS with pro forma through FY26. The proposed rate adjustments based on this study are: The past and proposed adjustments are:

MWRD Water/Sewer Rate Design FY22-FY26

Fiscal Year	FY22 Rate	FY23 Rate	FY24 Proposed Rate	FY25 Projected Rate	FY26 Projected Rate
Avg Water/Sewer Bill	\$67.69	\$68.69	\$69.36	\$70.14	\$70.91
Monthly \$ Increase		\$1.00	\$0.67	\$0.78	\$0.77
% Increase		1.5%	1.0%	1.1%	1.1%
Combined Overall Recovery		118.5%	116.3%	114.3%	112.3%

This nominal adjustment result in a combined overall recovery that decreases from 118.5% to 112.3%

Council Priorities Served

Responsible budgeting

Establishing costs for service in the City's water and sewer enterprise funds is a fiduciarly responsible and minimizes rate adjustments over time to afford customers the ability to budget appropriately for future water and sewer bills.

Fiscal Impact

Water fund revenues are estimated to increase by \$325,448 and water commodity revenue decrease by \$87,000.

Sewer Revenue are estimated to increase by \$237,915 and sewer commodity rate revenue by \$115,000.

Attachments

Ordinance 23-O-17

ORDINANCE 23-O-17 amending Chapter 33, Water and Sewers, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water Resources Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities determined the water rates were insufficient in meeting the system’s future revenue requirements; and,

WHEREAS, the Water and Sewer Board studied and decided to recommend these charges to the City Council on April 25, 2023.

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

SECTION 1. Section 33-1, Water and Sewer Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) by substituting in lieu thereof the following:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$10.72	-
1 inch	22.37	-
1 1/2 inch	46.39	-
2 inch	72.49	-
3 inch	164.40	-
4 inch	328.80	-
6 inch	685.00	-

*Tax not included

SECTION 2. Section 33-1, Water and Sewer Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (G) by substituting in lieu thereof the following:

- (1) Sewer customers served metered water by a public utility and sewer treated through Murfreesboro's centralized treatment facility. The sewer rate shall be \$5.50 per 1,000 gallons of metered water consumption (\$0.0055 per gallon) over the stated allowance per meter size. The minimum monthly bills applicable to all customers shall be based upon the following table:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$10.72	-
1 inch	27.98	-
1 1/2 inch	61.90	-
2 inch	100.06	-
3 inch	252.70	-

4 inch	507.10	-
6 inch	1058.30	-

And deleting:

*Not including O&M charge.

In addition to the sanitary sewer service charge, each customer shall be charged an operation and maintenance fee equal to \$0.90 per 100 cubic feet of metered water usage

SECTION 3. That this Ordinance shall take effect for bills printed on or after July 1, 2023 on its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
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Adam Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Resolution of Support and Acknowledgement of Amended Murfreesboro 2035 Comprehensive Plan

Department: Planning

Presented by: Greg McKnight, Executive Director of Development Services

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider resolution of support and acknowledgement of the amended Murfreesboro 2035 Comprehensive Plan.

Staff Recommendation

Approve the resolution.

The Planning Commission voted to adopt the amendments to the plan on May 3, 2023.

Background Information

In November 2019, Council approved a contract with Ragan-Smith Associates to update the future land use map of the Murfreesboro 2035 Comprehensive Plan. Since that time, Planning Staff has worked diligently with Ragan Smith to craft the updates to the map as well as updates to Chapter 4 of the plan, which focuses on land use. Outreach meetings were held with various stakeholders, including the development community, City departments, Planning Commissioners, and City Council members, and valuable input was received during all of those meetings. In addition, the Planning Commission held two public hearings on the updates -- one in 2022 and one in 2023, as well as a joint workshop meeting with City Council earlier this year. After the second public hearing, the Planning Commission voted to adopt the amendments to the plan. The amended plan more accurately communicates to the public the City's future vision for development and land use and will give the Planning Commission and City Council a reliable guide for future land use decisions.

Council Priorities Served

Establish Strong City Brand

The amended land use plan is a tool to help the City implement its vision for the future.

Improve Economic Development

The amended plan emphasizes the importance of economic development by delineating targeted areas for economic development as well as creating new land use characters specifically geared toward these opportunities.

Attachments:

1. Resolution 23-R-12
2. Amended Chapter 4: Land Use, as adopted by the Planning Commission
3. Amended Future Land Use Map, as adopted by the Planning Commission
4. PowerPoint presentation from the 3/1/2023 joint Planning Commission/City Council meeting



Proposed Update to Murfreesboro 2035 Comprehensive Plan Chapter 4: Land Use and Character and Future Land Use Map (FLUM)

March 1, 2023

This report serves as an update and an addendum to the Murfreesboro 2035 Comprehensive Plan Chapter 4 and includes revisions to the Future Land Use Map, Future Land Use Character Classifications, and Guiding Principles. Where any conflicts exist between the text in this document and the text in the original Chapter 4 adopted in 2017, this document shall govern. In addition, the attached Future Land Use Map supersedes and replaces the Future Land Use Map adopted in 2017.

This report provides an overview of the revisions for the Future Land Use Map and Chapter 4 text of the Murfreesboro 2035 Comprehensive Plan, tasks completed, factors that were considered in helping to determine the proposed changes, and implementation.

2035 Murfreesboro Existing Plan

Purpose and History

The City of Murfreesboro approved a comprehensive plan, Murfreesboro 2035, in 2017. The plan sets forth a 20-year vision for growth and development and establishes a guide for policy, program, and project initiatives. The plan elements include major functions of the City, including transportation, land use, housing and neighborhoods, parks and recreation, public facilities, historic preservation, and economic development with a focus on population growth and infrastructure. This plan has been utilized by City leadership and staff, for the last five years.

Update to Future Land Use Map

As stated in the Executive Summary for the Murfreesboro 2035 Plan:

"The purpose of the Future Land Use Map and associated policies is to guide the judicious use of zoning and other land development regulations, to ensure the efficient and predictable use of land to accommodate growth and development; to protect public and private property investments from incompatible land uses; and to efficiently coordinate land use and infrastructure needs. The Future Land Use Map reinforces a coherent future land use pattern and should be considered along with the City's Appendix A, Zoning, when development is proposed. The Future Land Use Map illustrates how land uses are assigned to each parcel of land in the Planning Area."

As the City has continued to grow and the vision for land use and infrastructure has been re-evaluated, City leadership has come to understand that, although a good starting point, the Future Land Use Map as adopted did not fully capture the vision and needs for the City of Murfreesboro. To better capture the City's current vision, The Future Land Use Map is being

updated to allow it to function as a more accurate tool for establishing the City's infrastructure needs and for evaluating potential growth, development, annexation, and rezoning considerations. It has also been determined that it will be beneficial to include the following elements:

1. Service infill line to help facilitate growth and development in an orderly, planned, and sustainable manner. City growth beyond this line could occur if the area undergoes a study and it is determined that it would be beneficial to the city to include it within the city limits.
2. A new general policy to allow for flexibility related to transitions between designated areas on the Future Land Use Map.
3. New land use categories.
4. Revised land use category text for each type to reflect the City's vision of future growth in these areas.

Project Team and Project Approach

Project Team

The City of Murfreesboro has determined the need to update the Future Land Use Map associated with the 2035 Comprehensive Plan as currently adopted and has engaged Ragan-Smith Associates to help coordinate the update process and to provide a final copy of the revised Future Land Use Map to the City. Ragan-Smith has collaborated with the following team of agencies and experts as part of the process:

- City of Murfreesboro Planning Staff and input from Engineering, Transportation, Water Resources, Parks and Recreation, Police, Fire and Rescue, City Schools, and Administration Departments.
- Input from Planning Commissioners and City Council Members
- Input from local civil engineering firms
- Randall Gross Development Economics for projections of land use estimates
- Smith Seckman Reid Inc for coordination on sanitary sewer capacity issues
- Jim Colson, Advisors Community and Jon Froke Urban Planning for economic development – strategic sites

Approach to Future Land Use Updates

A general project approach has been taken that involves the following steps:

- ✓ Inventory of Existing Conditions / Coordination Meetings (task completed)
- ✓ Analysis of Input Factors and Supporting Maps and Documents (task mostly completed)
- ✓ Preliminary Map Revisions
- ✓ City Leadership Input and Focus Group Feedback
- Implementation of Future Land Use Map and Policy Recommended Revisions

It was determined that the following input factors were important considerations to be integrated into the Future Land Use Map revisions.

1. Establish descriptive language that defines the Future Land Use Map to function as a guide for policy regarding land use, zoning and infrastructure decisions but not as a

prescriptive zoning or codified document. This policy approach includes allowing for changes to the land use map if there is a municipal benefit(s), such as but not limited to:

- Fosters or creates economic development.
 - Creates new high-end jobs (e.g., professional, technical, innovative, etc.) in support of economic development.
 - Provides investment in public infrastructure that will bring a significant value to the city.
 - Does not negatively impact or increase costs to the provision of city services, including emergency management and response.
 - Creates a better quality of life, including but not limited to a sense of community, healthy neighborhood, etc.
2. Incorporation of rezoning changes that have been approved since the initial 2035 Future Land Use Map adoption;
 3. Update and clarify the Guiding Principles and Land Use Categories used to shape future land use and establish land use areas on the map;
 4. Evaluate existing and projected land use needs related to general residential, office, commercial and industrial growth and encourage an infill vs. unlimited expansion approach related to infrastructure and city services;
 5. Integration of the impact of sanitary sewer capacity considerations as recently measured in the 201 Facilities Plan ongoing update and sanitary sewer capacity basins;
 6. Integration of the recently completed 2040 Major Thoroughfare Plan; and long-range level of service evaluations done for the city's transportation network;
 7. Integration of park and open space considerations relative to the recently completed Park and Recreation Master Plan;
 8. Evaluation of the Potential Economic Job Development - Strategic Sites recently identified within the city;
 9. The Future Land Use Map uses property parcel boundaries, as established by the City of Murfreesboro GIS, to apply land use categories. A transition policy will be established to give flexibility within or between property lines to allow land use policy to be shaped relative to a site's context as well as its designated property boundary. These same considerations could be used to support site specific changes to the Future Land Use Map. Some examples of where transitions or changes might occur include:
 - Land use boundaries at collector and arterial street intersections may support multiple land use options across street rights of way.
 - More than one type of land use category may be suggested to occur within property boundaries, especially on large parcels.
 - More than one property has been consolidated into a proposed land development.
 - Unique geographical, environmental or infrastructure conditions shape development opportunities differently than property line configurations
 - Current land development patterns support the expansion or contraction of a specific land use boundary or a land use change.
 - Benefits the City by providing an opportunity to improve upon existing public services or general infrastructure needs.
 - Adjustments to the Future Land Use Map should generally consider possible improvements to quality-of-life issues, unique development opportunities and or

job creations that can improve economic opportunities in the city.

Reasons to allow for transition flexibility between land use or changes to the Future Land Use Map are not limited to these examples. Each proposed transition or change should be evaluated based on a sites specific surrounding context and the current goals of city leadership.

Coordination and Input Meetings to Date

The following coordination and input meetings have been conducted as part of the inventory and analysis phase of the planning and map revision process:

<u>Task</u>	<u>Date</u>
1. Project Kick off meeting with Ragan Smith Associates and City Staff	1.09.20
2. Internal City Staff meetings to evaluate City Needs for Future Land Use	
o Economic Evaluation	1.24.20
o Future Land Use Map Review	1.27.20
o Sanitary Sewer Capacity	1.31.20
o Integration of current Transportation Plan	2.03.20
3. Inventory / Analysis Meetings with City Staff / Depts and Ragan-Smith	
o Future Land Use Map: Discussed revisions to the Land Use Guiding Principles and Goals.	1.27.20
o Economic Evaluation (Included Randall Gross)	1.29.20
o Sanitary Sewer Capacity (Included SSR team)	2.04.20
o Integration of current Transportation Plan	2.10.20
4. Ongoing project team meetings with City Staff and Ragan-Smith	
o Weekly progress meeting to review land use category descriptions and applications	3.31.20 to 4.28.20
o Bi-Weekly meetings (approximate) to review potential economic development – strategic sites and revised support maps	5.05.20 to 8.11.20
5. Draft of Summary Progress Report	8.31.20
6. Update on land use projections with Randall Gross	9.09.20
7. Summary Progress Report updated per city staff comments	9.18.20
8. Additional updates per team meeting review	10.24.20
9. Weekly team meeting with planning staff to review map changes	1.21 to 5.28
10. Review Map changes with economist (Randal Gross)	5.25.21
11. Review Map revisions / feedback with city administration and leadership	6.21 to 12.21
12. Review Map revisions with City Council members, Planning Commissioners, City Departments, and local civil engineering firms	11.21 to 2.22
13. PC/CC Workshop to review plan	2.16.22
14. Stakeholder Meetings	3.22 to 4.22
15. Planning Commission Public Workshop	11.30.22
16. City Council Review	Dec. 2022
17. Planning Commission Public Hearing/Adoption	Jan. 2023

Implementation

Staff will present the proposed revisions on the Future Land Use Map and Chapter 4 text to the City Council and Planning Commission at a joint workshop on February 9, 2022. A community outreach meeting will be conducted in City Hall the evening of February 23, 2022. Staff will recommend the public hearing for the Future Land Use Map and Chapter 4 Update for the March 16, 2022, Planning Commission meeting.

The consultant, Ragan Smith Assoc., will provide the final Future Land Use Map in both hard copy to an accurate scale and in digital pdf and GIS format with associated shape files. This will allow for the map to be distributed, revised, and updated in the future as needed.

Any changes to the Future Land Use Map should be reviewed by the Planning Director and should include staff analysis on why the change is supported or denied by the Planning Director

Any rezoning that requires a Future Land Use Map revision should require action on the proposed change to the land use category on the Future Land Use Map prior to any action taken on the proposed rezoning request. State law requires the Planning Commission to hold a public hearing on the Plan adoption or amendment and that notification of the public hearing be given at least 30 days prior to the hearing.

Guiding Principles (Revised)

Reason for revisions to Guiding Principles: The Guiding Principles for land use and The Future Land Use Map are important because they become the framework for shaping land use categories and land use policy. The Guiding Principles adopted with the original 2035 plan needed further refinement to capture an understanding of some of the unique qualities and characteristics of Murfreesboro. This includes the need to balance, preserve and enhance our specific cultural history, natural assets and infrastructure with the demand for continued growth as a community. The Guiding Principles were also revised to better reflect recently adopted documents like the Murfreesboro Design Guidelines and the planning and zoning documents related to City Core Overlay District.

The Guiding Principles as outlined here have been revised from the 2035 Plan to better capture the anticipated growth patterns and established vision for the City of Murfreesboro

Guiding Principle 1: Inter-jurisdictional Cooperation. At the regional scale, encourage cooperative growth management and coordination of transportation and utility infrastructure to facilitate more contiguous, compact development patterns, which will, in turn, protect farmland and open space from urban sprawl.

Guiding Principle 2: Growth Management. Enhance Murfreesboro's strong sense of community with sustainable growth management policies that balance infill development areas with greenfield development, while stimulating economic development opportunities.

Infill development is developing vacant, derelict or under-utilized parcels, surrounded by existing development, which could fit new buildings, infrastructure or amenities. Existing buildings or facilities shall remain as part of the infill development plans. The term infill implies that existing surrounding area is mostly built-out and what is being built is in effect "filling in" the gaps. The key to defining a project as infill is determined by the existence of a strong existing pattern already established by surrounding development on all sides of the project.

Guiding Principle 3: Fiscally Responsible Development. Effectively manage future growth to achieve a compact urban form and a fiscally responsible pattern of development. Preferably, development should first occur on vacant infill areas and/or areas contiguous to existing development and then span sequentially outward as adequate facilities become available.

Guiding Principle 4: Ensure Equity. The goals and policies of this Plan should ensure fairness and equity in providing for the housing, services, health, safety, and livelihood needs of all citizens and groups. Land use, transportation, and urban form decisions should facilitate equitable access and distribution of resources. Encourage land use decisions that reduce existing disparities, minimize burdens, extend benefits, and improve socio-economic opportunities for underserved and under-represented populations.

Guiding Principle 5: Adhere to City's Capacity. Encourage new development and significant redevelopment where adequate public services and utility capacity are already in place or projected for improvement.

Guiding Principle 6: Identify Environmental Constraints. Plan in context with the physical characteristics of the land, including slope, soil types, shallow depth to karst geological formations and sinkholes, and other environmental characteristics, floodplains, wetlands, and protect habitat.

Guiding Principle 7: Resilience. Encourage land use decisions that improve the ability of individuals, communities, economic systems, and the natural and built environment to recover from natural and human-made disasters, and economic shifts.

Guiding Principle 8: Preserve Cultural, Historical and Natural Resources. Maintain and enhance Murfreesboro's assets of culture, history, heritage and environment to create and maintain a strong sense of place and provide ways to integrate these assets into public space.

Guiding Principle 9: Mix of Uses. Encourage mixed land use at different scales. Locate retail, office, residential, institutional, and recreational uses within walking distance of each other in compact neighborhoods with pedestrian-oriented streets. Land use diversity will: protect existing investments while providing opportunities for individual initiative and choice; promote multi-modal transportation options and increase walkability; encourage safety in commercial areas through around-the-clock presence of people. Provide the greatest variety of housing types and densities.

Guiding Principle 10: Site design and subdivision of land should be master planned, where possible, thereby creating the opportunity to plan for larger scale with individual sites coordinating within the master plan boundary. The Master Plan will ensure transitions, cohesive design, meaningful open spaces, access, and circulation, rolling service delivery, building densities and availability of neighborhood services. This approach to development may require the assemblage of parcels.

Guiding Principle 11: Ensure Adequate Transitions and Compatibility. Encourage development patterns that provide appropriate transitions and/or buffering between differing land use intensities. Proposed development should transition from the existing development pattern in adjacent neighborhoods. Lots on periphery should be sized consistent with the existing lots within adjacent city neighborhoods.

Guiding Principle 12: Provide Housing Choice. Include a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to, youth, college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable, and dignified

places to live. New development must create high-quality housing in suitable areas that can accommodate a variety of lifestyles, households, ages, cultures, market offerings and incomes, including aging seniors, empty nesters, multi-generational households, professionals, families, and the local workforce.

Guiding Principle 13: Enhance Community Identity. Enhance by developing and maintaining design guidelines and land use policies that retain, protect, and promote the quality of life, the sense of place and the unique environment that exists in the City of Murfreesboro.

Guiding Principle 14: Enhance Entrances to the City. Establish a sense of identity and arrival through the creation of community entrance enhancements along Murfreesboro's most visible and heavily used corridors.

Guiding Principle 15: Maintain Neighborhood Characteristics. Maintain characteristics in established neighborhoods, recognize, preserve, and protect the quality and characteristics of existing residential neighborhoods as they mature, and as new development occurs nearby.

Land Use Categories (Revised)

Reason for revising Land Use Categories: The Future Land Use Map is intended to shape policy and growth. It is not a tool to implement specific zoning regulations or design criteria. The Land Use Categories as outlined here have been revised from the 2035 Plan to better capture the anticipated growth patterns and vision for the City of Murfreesboro. Some land use categories were added with the goal of creating strategic economic development sites. Specific Land Use Categories that have been added include Employment-Generating Mixed-Use Category (EG), Business / Innovation (BI), Mixed Form Housing (FH) and Future Study Area (FSA) for land that is to be studied in detail at a later date when it might be annexed into the city and developed.

FUTURE STUDY AREA (FSA)

The Future Study Area category consists mostly of lands that are characterized as agricultural, undeveloped, or suburban or exurban areas developed with single family residential. These areas fall outside of the current city limits but within the Urban Growth Boundary. It is important to note that development utilizing County regulations may continue in the Future Study Area without annexation. Typically, public sanitary sewer availability is limited or unavailable. Roads are typically substandard, ditch-section, no sidewalks, and no streetlights. The Future Study Area lies outside the edge of the infill service area, which depicts the area where the City encourages most of the city growth to develop in a fashion that maximizes use of existing road and utility infrastructure.

The land within the Future Study Area classification is not anticipated to be developed within the city limits within the next 14 years. These areas are not excluded from development, but they will require future study to designate an appropriate land use. Planned Infrastructure improvements may open these areas to development in the future. A plan of services and a Small Area Plan that coordinates the physical development of these areas will be required prior to removing these areas from the Future Study Area designation. The boundary of the Small Area Pan shall be determined by the Planning Director and public infrastructure departments.

Development Types:

- Residential homesteads;
- Large lot, single family detached;
- Agricultural uses, storage and support uses, e.g., barns and related outbuildings;

- Agriculture-focused businesses; and
- Rural hamlets or villages.

Characteristics:

- Rural character resulting from wide open landscapes, with minimal sense of enclosure and open views of the surrounding landscape in most places;
- Scattered residential development on relatively large acreages, resulting in very high open space ratios and very low site coverage (sometimes with residential “estate” areas providing a transition from rural to suburban densities, with estate lots typically being one to 5+ acres);
- Typically, no centralized water or sanitary sewer service available; thus, requiring the utilization of on-site septic (STEP) systems. Also, much greater reliance on natural drainage systems, except where it has been altered significantly by agricultural operations;
- Typically ditch section roads without dedicated pedestrian facilities or streetlights;
- Potential for conservation developments that further concentrate the overall development footprint through cluster designs, with increased open space set-aside to maintain the overall rural character and buffer adjacent properties (may also make alternative community wastewater treatment methods feasible to eliminate the need for individual on-site septic [STEP] systems).

Suggested City Zoning Districts:

- Not Applicable

SUBURBAN ESTATE CHARACTER (SE)

Development of suburban character can be found throughout Murfreesboro, and within the Urban Growth Boundary. A Suburban Estate (SE) character exhibits low-density development on larger properties, thereby producing a visual openness. As a result of larger lot sizes, open space and vegetation are intended to be the more dominant views. The buildings remain the most apparent, dominant forms, with the landscape assuming a designed and apparent, yet secondary role. Depending on the size of the home and its percent of coverage and location on the lot, the Suburban Estate character category may more closely resemble a less dense version of the typical suburban character. To achieve a Suburban Estate character, the design of these subdivisions must actively seek to imitate more rural areas through the use of significant open space throughout the development, the use of rural fence types and/or hedgerows to divide properties, the preservation or planting of native vegetation along property boundaries, and generous building setbacks on all sides. Due to natural and topographic conditions, large estate lots are desired (rivers, steep slopes, easements).

As in other cities, Murfreesboro has fringe areas that have developed with residential intensities that are not appropriate to the location or level of public services available, which is why these areas still fall within the Suburban Estate character classification on the *Future Land Use Map*.

Development Types:

- Residential dwellings set back from streets, highways, and roads;
- Outbuildings are for leisure activities (e.g., pool houses, cabanas, barns recreational vehicle and boats storage) and landscape maintenance (lawn mowers).
- Ornamental landscape enhancements and manicured lawn areas;
- Potential agricultural homesteads; and
- Street stubs to adjacent property for future development and connectivity.

Characteristics:

- Planned and coherent residential development on relatively large acreages, resulting in very high open space ratios and very low site coverage (sometimes with residential “estate” areas providing a transition from rural to suburban densities, with estate lots typically being one to three acres).
- The automobile is often required. Garages are attached or detached and situated to the side or rear of the principal dwelling.
- Street trees consistent with surrounding established lots.
- Typical density ranges up to 1.0 dwelling units per acre (DU/ac)

Suggested City Zoning Districts:

- PRD
- PUD
- RS-15
- Public Institutional land uses may occur in any number of underlying zoning districts if they are determined to be compatible with surrounding land uses.
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

SUBURBAN RESIDENTIAL CHARACTER (SR)

This community character classification varies from the Urban and Auto-Urban (General) residential character categories in that the character type includes small acreages, large lot estate development or may also be smaller lots clustered around common open space. Amenities may be passive recreation integrated into the master plan with an emphasis on bicycle, pedestrian, and greenway facilities.

One means of achieving enhancement of open space and protection of prominent viewsheds is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space. New Cluster development should set aside thirty (30%) protected open space in an effort to protect viewsheds, floodplains, woodlands, or hilltops. The acreage for STEP-systems and detention ponds do not count toward the open space calculation for cluster developments.

Development Types:

- Detached residential dwellings.

Characteristics:

- There is accommodation of the automobile on sites; however, they are not the prominent view. Garages are typically integrated into the front and side of the home facades.
- Development options can be established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and enhancing landscape between adjacent properties and roads as well as enhancing onsite amenities.
- This land use character typically lends itself to larger front yards with increased front setbacks.
- Street trees consistent with surrounding, established lots.
- Owner associations maintains stormwater management elements and open spaces.

Typical density ranges from 1.0 to 4.0 (DU/ac).

- Specific densities must be evaluated based on infrastructure and utility capacities and availability.

Suggested City Zoning Districts:

- Single Family Residential Districts:
 - RS-15
 - RS-12
 - RS-10
 - PRD – supports cluster development that complies with the maximum density permitted but allows smaller lot sizes and the remainder is preserved as common areas and open space.
 - Public Institutional land uses may occur in any number of underlying zoning districts if they are determined to be compatible with surrounding land uses.
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

AUTO-URBAN RESIDENTIAL CHARACTER (AUR)

This designation pertains to current and future residential development and includes primarily detached residential dwellings as primary use; and allows attached housing types (subject to compatibility and open space standards, e.g., townhomes, zero-lot line/patio homes, and three-family structures); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc.

Development Types:

- Detached single-family residential – primary development type.
- Attached single-family residential – limited development type integrated within the overall plan.

Characteristics:

- Less openness and separation between dwellings compared to suburban character areas, due to size of parcel and proportion of building footprint to parcel;
- Automobile significantly influences the design and character of the dwelling.
- Landscape enhancements are relative to urban scale and land use.
- Cluster development where possible to create usable open space and/or protect area of significant natural, cultural, or historic value.
- Strong amenity packages with active recreation areas that serve all age groups including amenities such as playgrounds, pools, multi-modal paths, clubhouses, and neighborhood recreational opportunities.
- Emphasis on connectivity within the development.
- Street trees or front yard trees located near lot line to help integrate new development patterns into established communities.
- Single-family, detached located adjacent to existing neighborhoods with other development types located away from the existing neighborhoods. Lots on periphery sized consistent with the existing lots within of adjacent city neighborhoods.
- Typical density ranges are from 4.0 to 12 (DU/ac.)

- Specific densities must be evaluated based on infrastructure and utility capacities and availability.
- Any densities that exceed the city sanitary sewer allocation ordinance and resolution must be approved by City Staff and City Council.

Suggested City Zoning Districts:

- Single Family Residential Districts:
 - RS-10
 - RS-8
 - RS-6
 - RS-A1 (limited)
 - RS-A2 (limited)
 - RS-A3 (limited)
- Duplex Residential District (R-D)
- Planned Residential Development (PRD)
- Planned Unit Development (PUD)
- Public Institutional land uses may occur in any number of underlying zoning districts if they are determined to be compatible with surrounding land uses.
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

Criteria for Attached Residential Development in the AUR District

Attached Residential may fit into the AUR land use areas with the following considerations:

Developments with a lot size of 4 acres or less may be considered for townhome development with the following criteria ;

- The PUD development is to include design principles that consider pedestrian access throughout the project and connecting to adjacent land use, street networks that promote multiple connection points, streetscape enhancements that include street trees and multi-modal design (pedestrians, bikes and automobiles), usable open space and enhanced landscape at entrances and project perimeters when adjoining land use of less density
- At least one active open space area shall be provided that meets the criteria as defined in the Murfreesboro Design Standards for residential development with the understanding that this applies to all developments

Developments with a lot size of 4.1 acres or more may be considered for townhome development with the following criteria;

- 20% Maximum of developable area acreage can be dedicated to or designated as attached residential units;
- 40% Maximum of overall unit count can be attached residential units;
- Transitions for unit height and setback must be provided for single family attached development units adjacent to single-family detached residential land uses that limit height to no more than one floor height above existing single-family units and provide perimeter building setbacks 1.5 times the normal requirement;
- Townhome development within the AUR district will require a Planned Development Approach to ensure the subject criteria is met; and

- A PRD or PUD may exceed maximum acreage and overall unit count by 10% if additional benefits are provided through the dedication of public parks, facilities such as public schools, fire stations, libraries, preservation of historic or heritage sites, etc. and the provision of at least one active open space area that meets the criteria as defined in the Murfreesboro Design Standards for residential development with the understanding that this applies to all developments. Development of public infrastructure needed to serve the proposed development may not contribute toward exceeding criteria.

MIXED FORM HOUSING (FH)

The Mixed Form Housing character classification provides the greatest variety of housing options. The Mixed Form Housing areas are residential in character with a mixture of single-family detached and single-family attached two-, three- and four-unit residential buildings that keep in character with the surrounding neighborhood. Commercial, Office, Live/Work, or Institutional uses may be appropriate only at a scale that maintains the traditional residential character and reflect the scale and context of the area. Development in these areas should focus on forms that relate to the public street, provide architectural details for porches windows and awning treatments and transition well with adjacent properties.

Development Types:

- Detached single-family residential
- Attached single-family residential limited up to four-unit buildings
- Live/work units.

Characteristics:

- Maintain traditional residential character and reflect the scale and context of the area.
- Building height, setbacks and scale that relate to adjacent properties
- Architecture that promotes a residential neighborhood feeling with well-conceived entrances and incorporating porches, stoops, bays and dormers
- Emphasis on design detailing of street facing facades. Informal on-street parking combined with on-site parking set back from the front façade of the home or building or at the rear of buildings
- Sidewalks and front landscaping that connects to the public street and existing pedestrian networks. Walkability of streets.
- Infill development designed so that two-family, three-family and four-family residential buildings resemble traditional single-family buildings.

Suggested City Zoning Districts:

- Single Family Residential Districts:
 - RS-10
 - RS-8
 - RS-6
 - RS-A1
 - RS-A2
 - RS-A3
- Duplex Residential District (R-D)
- Planned Residential Development (PRD)

- Planned Unit Development (PUD)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

MULTI-FAMILY CHARACTER (MF)

Higher density residential uses such as triplexes, quadplexes, and multiple-family housing. With the higher density provided with multi-family, there is also the requirement to provide on-site amenities and open space designed for public activities.

Development Types:

- High density residential that could allow for rental or condominium (fee simple ownership) opportunities.

Characteristics:

- Designated recreational areas, often with pool house and pool, as well as other upgrades and amenities.
- Multi-family communities may be designed as private, gated neighborhoods or strongly oriented towards urban or public space, but in all cases, they should be designed to fit in visual context of their surroundings and related to public roadways.
- Typical density ranges are up to 16 (DU/ac) or as directed by the Sanitary Sewer Allocation Ordinance.

Suggested City Zoning Districts:

- Residential Multi-family District (RM)
 - RM-12
 - RM-16
- Planned Residential Development (PRD)
- Planned Unit Development (PUD)

NEIGHBORHOOD COMPATIBLE OVERLAY (NC)

The Neighborhood Compatible (NC) overlay designation is applied to established neighborhoods that are largely built-out and stable, and where no significant change in development type or pattern is expected or desired. To implement the intent and policies of Chapter 4, *Land Use and Character*, the current zoning designations for these NC areas may warrant repurposing, and their uses and standards may require recalibration, to achieve certain, desired development outcomes. This recommended approach to the zoning of existing neighborhoods allows for compatible building additions and site improvements, whereas typical zoning designations may cause such positive actions to require variances or worse and reduce “nonconformities.”

As a result, desired reinvestment is promoted while ensuring that existing neighborhood character is maintained even with redevelopment or infill activity (it is possible that changes in stable neighborhoods generally come from incremental expansion and modification of existing homes over time).

Development Types:

- Depending on neighborhood-specific standards;
- Detached residential dwellings;
- Attached residential and multi-family dwellings.

Characteristics:

- Integrity of older, intact neighborhoods protected through customized Neighborhood Compatible land use policies ensure no significant change in the development type or pattern and reinforce existing physical conditions (e.g., lot sizes, building setbacks, etc.).
- Intended to preserve existing housing stock (and avoid excessive nonconformities and variance requests) and parcel sizes, and to guide periodic infill and/or redevelopment activity within a neighborhood to ensure compatibility.

SUBURBAN (NEIGHBORHOOD) COMMERCIAL CHARACTER (NC)

Outside of Murfreesboro's Downtown, there are commercial and office nodes that are automobile-oriented but designed at a neighborhood scale and cater to pedestrians in Neighborhood Commercial configurations. Rather than designing linear strips, these neighborhood commercial centers occupy much smaller building footprints than typical businesses found at significant transportation intersections and provide neighborhood conveniences such as drug stores, professional services, and boutique retail uses. Small food markets are often accompanied by convenience stores and personal service establishments such as banks, dry cleaners, and small-scale drug stores. The Neighborhood Commercial category also includes residences that have been converted into professional offices. Proposed locations include smaller commercial centers adjacent to and surrounded by neighborhoods and at principal intersections of community collector streets.

Development Types:

- Professional offices, convenience stores, dry cleaners, post offices, cafés & coffee shops, drug stores, personal service establishments, banks, and neighborhood retail.

Characteristics:

- Non-residential development should be small-scale, low-intensity land uses, generally about the same scale and intensity level (building size, shape, and footprint) as residential development within the Suburban Estate (SE) or Suburban Residential (SR) character categories; and clustered at intersections of community collector thoroughfares. Parking is often not the dominant view and may be screened by garden walls and ornamental hedges.
- Service vehicles typically are smaller in size (box trucks), than a conventional semi-trailer to accommodate deliveries in confined neighborhood areas.
- Signage is significantly reduced in size.
- Additional buffers and transitions will be important.
- Design of Suburban Neighborhood Commercial should promote a neighborhood scale to the architecture. Uses should be compatible with surrounding residential use and neighborhood character. Roof form is particularly important, height should transition down to the height of contiguous dwellings.
- Neighborhood shopping areas are typically designed to serve a localized trade area within a community. The neighborhood shopping areas serve a radius about one mile.
- Pedestrian and bicycle facilities integrated into the layout
- Drive-thru are discouraged however they may be allowed if they are integrated into the design to not be prominent.

Suggested City Zoning Districts:

- Commercial Fringe District (CF)
- General Office District (OG)
- Medical District - Commercial (CM)
- PCD / PUD
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

BUSINESS (OFFICE) PARK CHARACTER (BP)

The purpose of the Business Park [BP] land use classification for this Comprehensive Plan's *Future Land Use Map*, is to foster stability and growth of high-quality office, technology, research and development centers, and similar industries that provide desirable employment opportunities for the general welfare of the community. Business Parks are suburban in character, are typically developed in a campus-style setting that features reduced site coverage and increased open space; and may include offices and associated administrative, executive professional uses, and specified institutional and limited commercial uses.

Development Types:

Many businesses located in an office setting provide professional services. From a land use planning perspective, it is important to distinguish office uses from other commercial activities. The "pure" office uses entail minimal amounts of interaction with customers. Employees are the primary activity generators for offices.

- Primarily office, medical, and technology/research uses; higher-density auto urban (general); Public/institutional; and common green spaces or publicly available parks, greenways, etc.

Characteristics:

- Typically, a minimum Open Space ratio of 20 to 30 percent, which allows for sizable building footprints since most developments involve large sites.
- Extensive landscaping of business park perimeter, and special streetscape and design treatments at entries, key intersections, and internal focal points.
- Development outcomes often controlled by private covenants and restrictions that exceed City ordinances and development standards.
- Intended to create a highly attractive business investment environment.
- Site operations are conducted indoors with no outdoor storage or display.
- Encourage the formation of new unified business park corridors (e.g., Veterans Parkway) or the development of individual parcels as part of business parks by focusing new growth in a more clustered pattern, as opposed to isolated parcels along strips of non-residential land uses lining thoroughfares.
- Sufficient acreage, either on one parcel or through assembling multiple parcels, to ensure that current and future expansion needs are satisfied. The estimated size of business park is 50-250 acres.
- Configuration: Square or rectangular sites are preferred as they offer the greatest flexibility and satisfy most uses.
- Shovel-ready sites: In-place infrastructure (e.g., utilities, accessibility, rail, etc.) increases speed-to-market, decreases construction / implementation costs, and minimizes risk (e.g., a proposed access road or interchange may not be constructed when planned).

Suggested City Zoning Districts:

- General Office District (OG)
- General Office District - Residential (OG-R)
- Medical District - Commercial (CM)
- Planned Commercial District (PCD)
- Planned Institutional District (PND)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

(GENERAL) COMMERCIAL CHARACTER (GC)

This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. 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.

Development Types:

- Commercial centers along major roadways, with a range of uses, including those on high-profile “pad” sites along the roadway frontage; in addition to outparcel development.
- Automobile service-related enterprises (e.g., gas / service stations, auto parts, car washes).
- Restaurant chains (e.g., fast food, other).
- “Big-box” commercial stores (e.g., grocery, appliances, department/discount stores, clothing, etc.).
- Hotels.

Characteristics:

- Significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas;
- May include Formal Open Space;
- Pedestrian connections to public roadway required;
- Joint / shared parking and access between parcels is required.
- Shared plazas and/or seating area located between principal use and outparcels.

Suggested City Zoning Districts:

- Highway Commercial District (CH)
- Planned Commercial District (PCD)
- Planned Unit Development (PUD)
- Planned Institutional District (PND)

- Commercial Fringe (CF)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

MIXED-USE CENTER (MU)

Provides opportunities for residential mixed with commercial, retail, and office, typically with a vertical element of multiple uses in the same building. Mixed use areas can fit along primary transportation routes, nodes of commerce adjoining key intersections or at transition points between traditional commercial areas and residential neighborhoods. Mixed-Use Centers reserve and provide employments site in the centers with an integrated mix of commercial, retail, office and residential. Mixed-Use centers have a greater concentration of housing types; the highest density is sited closest to transit stops, shopping and services, and places of employment. Mixed-Use Centers are to be master planned.

Murfreesboro's Downtown typifies what is envisioned for the density and intensity of development within the Mixed-Use land use classification. The Downtown retains the historic fabric and design of a traditional mixed-use, central business district. This urban environment is characterized by taller, larger buildings that occupy most if not all the site and are set at the street edge with parking largely on-street and in structures, with reduced common surface parking lots. The North Highland and Historic Bottoms Area Plans are located within the Central Core Overlay District and establish appropriate future land use patterns within the downtown area and shall be utilized to shape land use policies and proposed development within the City Core Overlay areas.

Mixed use areas shall be designed for pedestrians and connectivity to surrounding neighborhoods and places of commerce. Sidewalks are wider and pedestrian uses emphasized rather than automobile use, and buildings should be designed to fit well into the surrounding context. Mixed use areas are Master Planned to establish land use and design elements. Streets are scaled to address multiple forms of access, such as pedestrians, bicycles, and motor vehicles.

Development Types:

- Allows a broad range of commercial, office and high-density residential uses and public spaces serving surrounding neighborhoods, commercial / professional business parks and visitors from nearby communities. Mixed Use developments are required to provide office, commercial and retail spaces in addition to residential uses.

Characteristics:

- Streets and other public spaces framed by buildings with zero/minimal front setbacks, creating "architectural enclosure" with enhanced streetscape design;
- Multi-story structures.
- Amenities integrated into the site design, common areas, streets and open space.
- More conducive for pedestrian activity and interaction with wide sidewalks, includes public plazas and pocket parks providing open space amid an urban environment and a place to gather and host community events.
- First floor has extensive expanses of glass, windows or transparency, with particular relation to public streets and public space.
- Promotes regional pedestrian-oriented, mixed-use centers with integrated, complementary uses; with convention/assembly and/or parks and public spaces that draw visitors from surrounding neighborhoods and communities within the region.
- Structured, shared and on-street parking is encouraged. On-site parking is oriented toward the rear or sides.

- Joint access to streets is integral to mixed use design.
- Service areas located off of or adjacent to alleys.
- Residential design is encouraged to utilize alley access to maximize the interface along the streetscape. Front entry garages that protrude beyond the front-face of the dwelling unit are prohibited.
- Lots on periphery sized consistent with the existing lots of adjacent city neighborhoods or significant buffers located between Mixed Use Center and existing city neighborhoods.
- Master plan is required for all properties.

Suggested City Zoning Districts:

- Central Business District (CBD)
- Mixed Use District (MU) when located in the GDO
- Planned Unit Development (PUD)
- These areas may be appropriate for special area studies.
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

GENERAL INDUSTRIAL CHARACTER (GI)

Murfreesboro should provide attractive sites for future industrial (light and general) development to provide additional employment opportunities to those who reside in the City as well as for residents who live in the surrounding area. The intent of the General Industrial land use classification is to provide facilities for design, assembly, finishing, packaging, and storing of products or materials that have usually been processed at least once. These activities are characterized as “clean”, since they produce a relatively small amount of environmental outputs, including, but not limited to smoke, gas, odor, dust, noise, vibration of earth, soot or lighting; to a degree that is not offensive when measured at the property line of subject property.

General industries include facilities for administration, research, assembly, storage, warehousing, and shipping. Examples are electronics firms, trucking companies, small textile mills, and auto assembly plants. Characteristic features may include the nature of the buildings, parking and shipping arrangements, the presence of outdoor storage facilities, trailer trucks, loading docks, rail lines, and power sources. Development standards for light industrial industries include the minimum necessary to assure safe, functional, efficient, and environmentally sound development, and may have to conform to certain requirements regarding enclosure, screening and minimum distance from residential districts.

Site with in-place infrastructure is preferred (e.g., utilities, accessibility, rail, etc.) increases speed-to-market, decreases construction / implementation costs, and minimizes risk (e.g., a proposed access road or interchange may not be constructed when planned).

Development Types:

- Light manufacturing and assembly;
- Distribution, and warehousing;
- Uses involving handling, storage, or shipping;
- Laboratories for research and development;
- Food production clusters (e.g., breweries, cookie, cracker and pasta manufacturing); and
- Arts and crafts manufacturing cluster (e.g., commercial screen printing, pottery product manufacturing, ornamental and architectural metalwork manufacturing).

Characteristics:

Predominantly characterized by large parking and storage yards and minimal greenspace. Typically has an office with enhanced façade oriented toward the public rights-of-way. Service areas are screened with berms or sited away from public view.

Suggested Siting Criteria:

1. Light industrial, warehousing and distribution uses that are well-screened and in buildings with upgraded facade treatments;
2. Ensure adequate truck loading and maneuvering areas within a building or in a side or rear yard, in such a way that all storage, standing and maneuvering of trucks will take place solely on private property and is well-screened from all public thoroughfares.
3. Light industrial land uses, and industrial parks shall be located near freeways with adequate access provided by thoroughfares. Access to rail is desirable where possible.
4. Sufficient street frontage to accommodate structures, parking, and access while in character with adjacent non-industrial properties.

City Zoning Districts:

- Light Industrial (LI)
- General Industrial (GI)
- Planned Industrial District (PID)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

HEAVY INDUSTRIAL (HI)

The Industrial use classification combines activities of both light and heavy industry. Uses such as office / warehouse, wholesale, product assembly & distribution, and light manufacturing are included with heavier uses that often include outdoor storage, display, and work activity. Heavier industrial uses include manufacturing and processing of raw materials, outdoor storage and uses that may create impacts relating to odor, noise, air quality, and aesthetics. A Special Use Permit may be required for some uses. This classification is sited based upon the availability of utilities infrastructure, e.g., the ancillary services required in the operation of any production process. Industrial uses should have access to major roadways and rail spurs, and cost-saving infrastructure such as dedicated water supplies, waste systems and electric power systems.

Development Types:

- Heavy and General industrial;
- Office or Commercial uses accessory to a primary industrial use.

Characteristics:

- Outdoor activity and storage, the effects of which should be mitigated for visual impacts to adjacent public and private property and public rights-of-way, this shall include screening;
- Located away from residential uses and districts;
- May involve significant truck traffic from multi-axle trucks or direct rail service;
- May include on-site presence of large-scale moving equipment in some cases;
- Potential for environmental impacts that may affect the proximity and type of adjacent

uses, including particulate emissions, noise, vibrations, smells, etc., plus the risk of fire or explosion depending on the materials handled or processed;

- Certain intensive publicly owned uses (e.g., public works facilities, fleet maintenance, treatment plants, fire training) are best suited within Industrial areas.

Suggested Siting Criteria:

1. Availability of Utilities Infrastructure, e.g., the ancillary services required in the operation of any production process.
2. Industrial uses should have access to major roadways and rail spurs, and cost-saving infrastructure such as dedicated water supplies, waste systems and electric power systems.

Suggested City Zoning Districts:

- Heavy Industrial District (H-I)
- Planned Industrial District (PID)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

PUBLIC / PRIVATE INSTITUTIONAL (PI)

Institutional land uses include improved parcels and facilities that are held in the public interest. This category encompasses major City, County, or State-owned facilities, plus other public and private buildings and sites with an institutional nature. This classification is also for development that supports municipal / regional special uses and functions, and may include utilities and transportation-related infrastructure; and for uses that may require a special zoning overlay district, such as the Murfreesboro Municipal Airport, which includes Airport Overlay District (AOD) that establishes regulations which will reduce or eliminate hazards to air navigation to minimize or prevent the loss of life, property damage, health and safety hazards, and government expenditures which result from air traffic accidents.

Development Types:

- Municipal and other government buildings;
- Public safety facilities (police, fire);
- Public and private institutional uses (including collages, public or private schools - grades K-12, country clubs, clubs, religious facilities, recreational fields/facilities, historic structures, wetlands, and other resources)
- Hospitals and medical centers;
- Public and private cemeteries;
- Murfreesboro Municipal Airport;
- Wastewater treatment plant and public utility facilities;
- Water Towers;
- Correctional facilities or jails.

Characteristics:

- Most Public / Institutional land uses provide public benefit;
- High degree of visitation and/or pedestrian activity in some cases, with people coming and going throughout the day;
- Institutional functions may require multiple buildings, arranged in a campus-like setting;
- Facilities may have special parking and passenger drop-off requirements;

- Public Institutional land uses usually require careful consideration of transportation patterns and surrounding open space.

Suggested City Zoning Districts:

- College and University District (CU)
- Planned Institutional Development (PND)
- Public Institutional land uses may occur in any number of underlying zoning districts if they are determined to be compatible with surrounding land uses and often times require approval of a Special Use Permit by the Board of Zoning Appeals.
- Park
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

EMPLOYMENT-GENERATING (EG)

The overall purpose of the Employment-Generating Mixed-Use land use (EG) is to allow and encourage flexibility and creativity in the design and development of comprehensively planned, higher-density, high-amenity mixed-use centers with a priority to create and foster employment generating uses. Areas should be monitored and protected in order to reserve prime sites for future employment growth and business recruitment and not convert the land to residential or commercial uses. The primary land use within the Employment-Generating Mixed-Use category is employment generating activity, primarily office, high-end tech based, sports tourism, etc. Retail, entertainment, open/public space and multi-family residential components are vital, yet supportive elements. The land use by design allows and encourages higher densities, amenities, and a more integrated development pattern. The development of the employment generating component must occur within the first phase of all development. For purposes of this category, Employment generating is defined as uses derived by employers who create office-oriented jobs including headquarters, regional operations centers, research and development, medical, digital arts, tech-based innovation, and other jobs would be reasonable considered professional, technical and innovative.

Development Types:

- Office parks
- Business innovation and research centers.
- Mixed Use Centers that focus on office but can include residential, commercial, park and open space components.
- Indoor/ Outdoor sports training facilities and complexes that generate a demand for hospitality-based services and may be considered “sports tourism.”
- High density vertical residential development with emphasis on owner-occupied house, with supporting amenities, which may include first floor retail and offices.
- Executive housing.

Characteristics:

- The development of the Employment Generating component must occur within the first phase of all development. Because residential, retail and other commercial uses are supportive to the Employment Generating land use, they cannot precede development of the Employment Generating use. Intended to create a highly attractive business investment environment.
- Master planning sites is required. Job creation must be in place prior to the development of residential.

- Development that strengthens the City's economic base and to provided proximate linkages between a diversity of employment-generating development including mid-rise and high-rise buildings, retail, commercial, restaurants, entertainment, open space and high-density/high-amenity multi-family.
- The expectation is these areas will have a higher quality of design, materials, etc.
- Overlay districts to help regulate high quality design, materials, etc. is encouraged.
- Development that creates an active street life, enhances the vitality of businesses, generates a diversity of quality-of-life amenities, and reduces internal vehicular traffic.
- Because employment generating uses shall be developed before residential, supporting commercial or other supporting non-residential uses, these shall be developed in such a manner as to be co-dependent, functionally integrated, and complementary of each other and supportive of employment generating activities.
- Development that encourages orderly, phased development of large-scale, comprehensively planned mixed-use projects.
- To encourage and provide for open space not only for use as setbacks and yards surrounding structures and related walkways, but also conveniently located with respect to points of residential and commercial and/or employment concentration to function for the general benefit of the community and public at large as places for relaxation, recreation, and social activity. It is also intended that open space and amenities be located to achieve the physical and aesthetic integration of the uses and activities within each development.
- Provides linkages between uses to present as an integrated master planned area.
- High intensity uses and/or taller buildings located on periphery and less intensive uses near established neighborhoods.

Suggested City Zoning Districts:

- General Office District (OG)
- Medical District - Commercial (CM)
- Planned Unit Development (PUD)
- Park (P)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

Master Planning Concepts and Design Parameters:

- Projects in the EG land use category should take a master plan approach to development.
- Submittal of Total Site Master Plan with anticipated phases of development
- Residential must trail employment generating and is limited to less than 30% of overall development area by acres.
- Employment generating development (office, research and development, technology, sports tourism, etc.) is Target Goal of 50% by acres and must occur prior to triggering other types of development (retail, entertainment, commercial, residential open space, etc.).
- Because residential, retail, and other commercial uses are supportive to the Employment Generating land use, they cannot precede development of the Employment Generating use.
- Retail and Commercial development support office development. Enhance quality of life

and diversity of opportunity.

- Open space and amenities are critical design elements.
- Linkage to regional transportation nodes and multi modal transportation network

BUSINESS / INNOVATION (BI)

The overall purpose of the Business/Innovation category is to encourage and allow for a mixture of higher scale jobs, industrial and advanced manufacturing uses, all within a cohesive setting, on a larger scale than development plans for individual businesses. Industrial arts, workshops, high tech fabrication, processing and assembly, and other industrial uses are permitted in addition to commercial uses. Vocational training, technological learning centers, medical campuses and research/ development institutions are also appropriate land uses. Emphasis is on business innovation as a primary use and commercial as secondary land uses. New development should be master planned.

Development Types:

- Industrial and manufacturing parks
- Business innovation and research centers
- Advanced manufacturing, research and development, incubator industrial, and office space.
- Industrial Centers primary focus is industry and innovation, but can include commercial, park and open space components.

Characteristics:

- Development that strengthens the City's economic base and provides proximate linkages between a diversity of employment-generating industrial or manufacturing development, may include mid-rise and high-rise buildings.
- Development that creates an active street life, enhances the vitality of businesses, generates a diversity of quality-of-life amenities, and reduces internal vehicular traffic.
- Developments should incorporate multi modal transportation networks that include transit, auto, bicycle and pedestrian accommodations.
- Additional environmental performance standards should be employed for properties designated as Business/Innovation Mixed-Use, such as hours of activity, loading, noise levels and lighting, to ensure that the intensity of the industrially oriented uses is comparable to neighboring uses.
- Development that encourages orderly, staged development of large-scale, comprehensively planned projects.
- Intended to create a highly attractive business investment environment.

Suggested City Zoning Districts:

- Light Industrial (LI)
- General Industrial (GI)
- Planned Industrial District (PID)
- Medical District - Commercial (CM)
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

PARK / OPEN SPACE (P)

This use category includes all existing city, county, state, or national parks, outdoor recreation areas and open spaces that have been dedicated to public or community enjoyment and recreational pursuits.

Development Types:

- Public parks and open space;
- Public greenways and recreational trails;
- Public recreation areas (e.g., public golf courses, blueways, water course, etc.);
- Public or private lands within floodway;
- Public cemeteries

Characteristics:

- The city's park and recreation master plan should be reference for appropriate areas and design characteristics when considering future development and rezoning.

Suggested City Zoning Districts:

- Park District (P)
- Park land use may occur in any number of underlying zoning districts if it is determined to be compatible and desirable with surrounding land use.
- Zoning districts other than the suggested districts may be evaluated on a case-by case basis.

Key Points and Primary Changes in Land Use Categories: Most of the changes in land use categories have been made to reflect terms and conditions that are relative to land use patterns here in Middle Tennessee. Some of the character descriptions previously used were relative to development patterns that better compared to other areas of the country. References to specific zoning standards and criteria were also removed from the land use category descriptions as The Future Land Use Map is intended to shape policy and growth. It is not a tool to implement specific zoning regulations or design criteria.

Land Use Projections

Reasons for Land Use Projections: The Land Use Projections give a general snapshot of how much growth might occur in different categories based on current demographics and growth patterns. This is a broad way to estimate what types of land use might have the greatest future demand translated into rough acreage approximations. Projections were not based on market analysis or a detailed inventory of existing land use conditions.

These tables summarize 2030 land use projections for the City of Murfreesboro for four primary land use categories: Housing, Office, Retail, and Industrial. Each of the projections is expressed in terms of both units (DUs or square feet) and acres.

These land use projections are based on a combination of demographic, economic, and associated at-place employment projections made largely at the county level and disaggregated for Murfreesboro. Demographic and economic data were sourced from the following agencies and organizations:

U.S. Bureau of the Census Economics	U.S. Bureau of Labor Statistics Woods & Poole Claritas, LLC (Environics Analytics) BOMA Moody's Analytics
UT Boyd Center (BER)	NAIOP
TN Dept of Labor & Workforce Dev. Avison Young	Collier's International American Planning Association (APA)
Cushman & Wakefield	LoopNet
Rutherford County Assessor	<i>Suburban Gridlock</i> (Robert Cevero)

Housing is projected on a gross low-medium-high basis through 2050, although there is the opportunity to disaggregate the projections into single- and multi-family typologies. There would need to be some iterative discussions of policy decisions that might impact on the assumptions for multi-family, since these housing projections are based not on market demand but on household projections.

Commercial brokerage inventory data was used as a comparative baseline since local source data was not available. The projections are city-wide and do not reflect policy in any one sub-area within the city. The projections do not account for infrastructure or capacity constraints beyond what is already integrated into demographic and employment projections by State Government and private sources. However, projections at the sub-area level would need to account for such constraints as one basis for differentiation.

OFFICE

Table. OFFICE SPACE PROJECTIONS FOR SELECTED INDUSTRIES, MURFREESBORO, 2020-2030				
Industry	SF/Emp	2020-2025	2025-2030	TOTAL
Finance & Insurance	354	60,483	76,473	136,957
Transport Services	238	30,639	21,323	51,961
Prof/Tech/Bus Svc	382	51,415	44,746	96,161
Mgt of Companies	477	15,362	9,760	25,122
Admin Support	307	69,291	79,138	148,429
Information	307	(552)	(1,763)	(2,315)
Non-Profits/Civic	273	2,041	1,392	3,433
Health Care/Medical	341	58,697	81,748	140,445
Real Estate	296	15,183	11,868	27,051
TOTAL		302,560	324,685	627,245
<i>Per Year</i>		<i>60,512</i>	<i>64,937</i>	<i>62,724</i>
Sources:	BOMA; US Bureau of the Census, Woods & Poole, Moody's Analytics; and Randall Gross / Dev. Economics.			

Table. OFFICE ACRES REQUIRED BY 2030, MURFREESBORO			
Industry	2020-25	2025-30	TOTAL
Finance & Insurance	5.62	7.10	12.72
Transport Services	2.85	1.98	4.83
Prof/Tech/Bus Services	4.78	4.16	8.93
Mgt of Companies	1.43	0.91	2.33
Admin Support	6.44	7.35	13.79
Information	(0.05)	(0.16)	(0.21)
Non-Profits/Civic	0.19	0.13	0.32
Health Care/Medical	5.45	7.59	13.04
Real Estate	1.41	1.10	2.51
TOTAL	28.10	30.16	58.26
<i>Per Year</i>	<i>5.62</i>	<i>6.03</i>	<i>5.83</i>
Sources:	Loopnet, Rutherford County Assessor, APA, and RGDE		

INDUSTRIAL

Table. INDUSTRIAL SPACE PROJECTIONS FOR SELECTED INDUSTRIES, MURFREESBORO, 2020-2030				
Industry	SF/Emp	2020-2025	2025-2030	TOTAL
Ag, Forestry, Fisheries	1,074	32,395	27,769	60,164
Mining (Quarry)	1,074	61	39	100
Utilities	1,074	208,131	91,388	299,519
Construction	369	22,081	10,532	32,614
Manufacturing	707	17,180	21,713	38,892
Wholesale Trade	2,376	123,250	88,762	212,012
Transport & Whse.	2,376	808,804	562,888	1,371,692
Information	369	(1,406)	(4,493)	(5,899)
R&D/Tech	369	30,769	16,529	47,298
Other Services	369	9,661	8,478	18,139
TOTAL		1,228,845	813,072	2,041,917
<i>Per Year</i>		<i>245,769</i>	<i>162,614</i>	<i>204,192</i>
Sources:	BOMA; US Bureau of the Census, Woods & Poole, Moody's Analytics; and Randall Gross / Dev. Economics.			

Table. INDUSTRIAL ACRES REQUIRED BY 2030, MURFREESBORO			
Industry	2020-25	2025-30	TOTAL
Ag, Forestry, Fisheries	4.65	3.99	8.63
Mining (Quarry)	0.01	0.01	0.01
Utilities	29.87	13.12	42.99
Construction	3.17	1.51	4.68
Manufacturing	2.47	3.12	5.58
Wholesale Trade	17.69	12.74	30.43
Transport & Warehouse	116.08	80.79	196.87
Information	(0.20)	(0.64)	(0.85)
R&D/Tech	4.42	2.37	6.79
Other Services	1.39	1.22	2.60
TOTAL	176.37	116.69	293.06
<i>Per Year</i>	<i>35.27</i>	<i>23.34</i>	<i>29.31</i>
Sources:	Suburban Gridlock, Rutherford County Assessor, and RGDE		

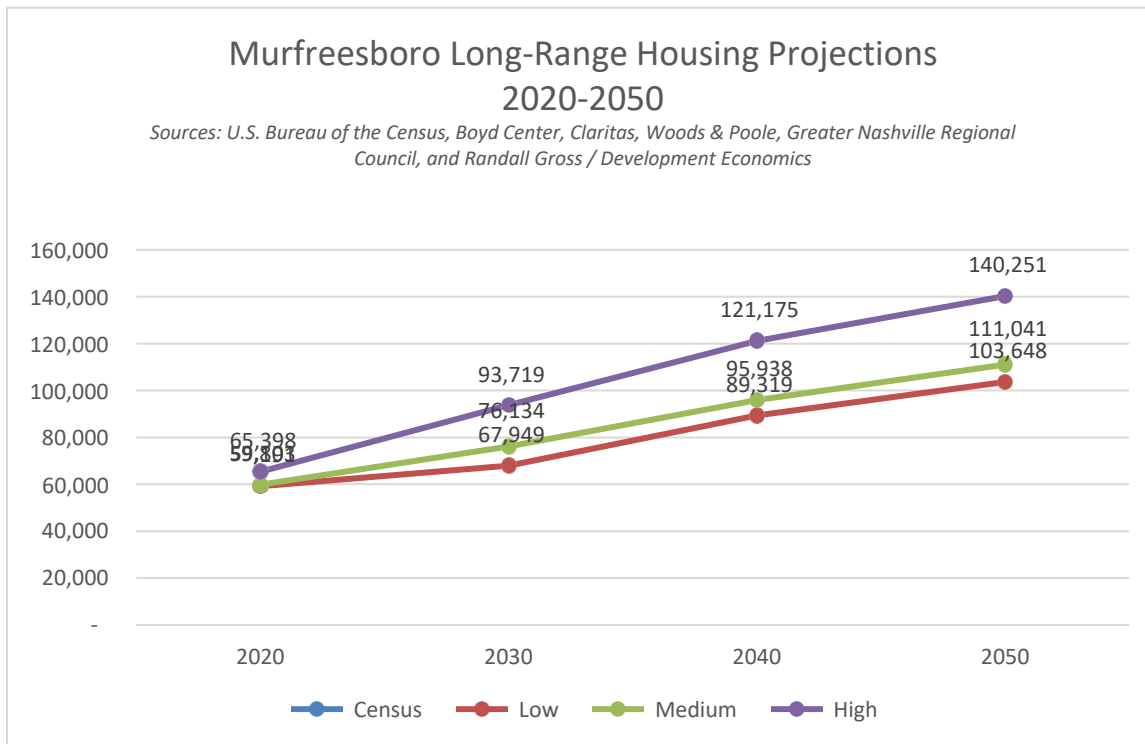
RETAIL

Table. RETAIL SPACE PROJECTIONS FOR SELECTED INDUSTRIES, MURFREESBORO, 2020-2030				
Industry	SF/Emp	2020-2025	2025-2030	TOTAL
Retail Trade	668	653,184	568,835	1,222,019
Foodservice	257	327,345	315,351	642,695
Personal Services	360	6,349	4,950	11,299
Comm. Entertainment	924	1,141	889	2,030
TOTAL		986,877	889,136	1,876,013
<i>Per Year</i>		<i>197,375</i>	<i>177,827</i>	<i>187,601</i>
Sources:	Avison Young; US Bureau of the Census, Woods & Poole, Moody's Analytics; and Randall Gross / Dev. Economics.			

Table. RETAIL ACRES REQUIRED BY 2030, MURFREESBORO			
Industry	2020-25	2025-30	TOTAL
Retail Trade	70.62	61.50	132.12
Foodservice	35.39	34.10	69.49
Personal Services	0.69	0.54	1.22
Comm. Entertainment	0.12	0.10	0.22
TOTAL	106.70	96.13	202.83
<i>Per Year</i>	<i>21.34</i>	<i>19.23</i>	<i>20.28</i>
Sources:	APA, Rutherford County Assessor, LoopNet, and RGDE		

HOUSING

Table. MURFREESBORO HOUSING PROJECTIONS, 2020-2050				
Horizon Yr	Census	Low	Medium	High
2020	59,191	59,191	59,803	65,398
2030		67,949	76,134	93,719
2040		89,319	95,938	121,175
2050		103,648	111,041	140,251
Notes:	2020 Census is estimated using Linear regression of annual ACS estimates from 2010.			
Sources:	U.S. Bureau of the Census, Boyd Center, Claritas LLC, Woods & Poole, Greater Nashville Regional Council, and Randall Gross / Development Econ.			



Housing acreage projections relied on an estimate of existing developed residential acres as a basis for translating units to acres. The City has an estimated total 26,007.6 acres in residential zones and about 59,190 residential units. For residential land use projections an estimate of 66.6% of residentially zoned land was assumed to be built. This resulted in the following acreage projections.

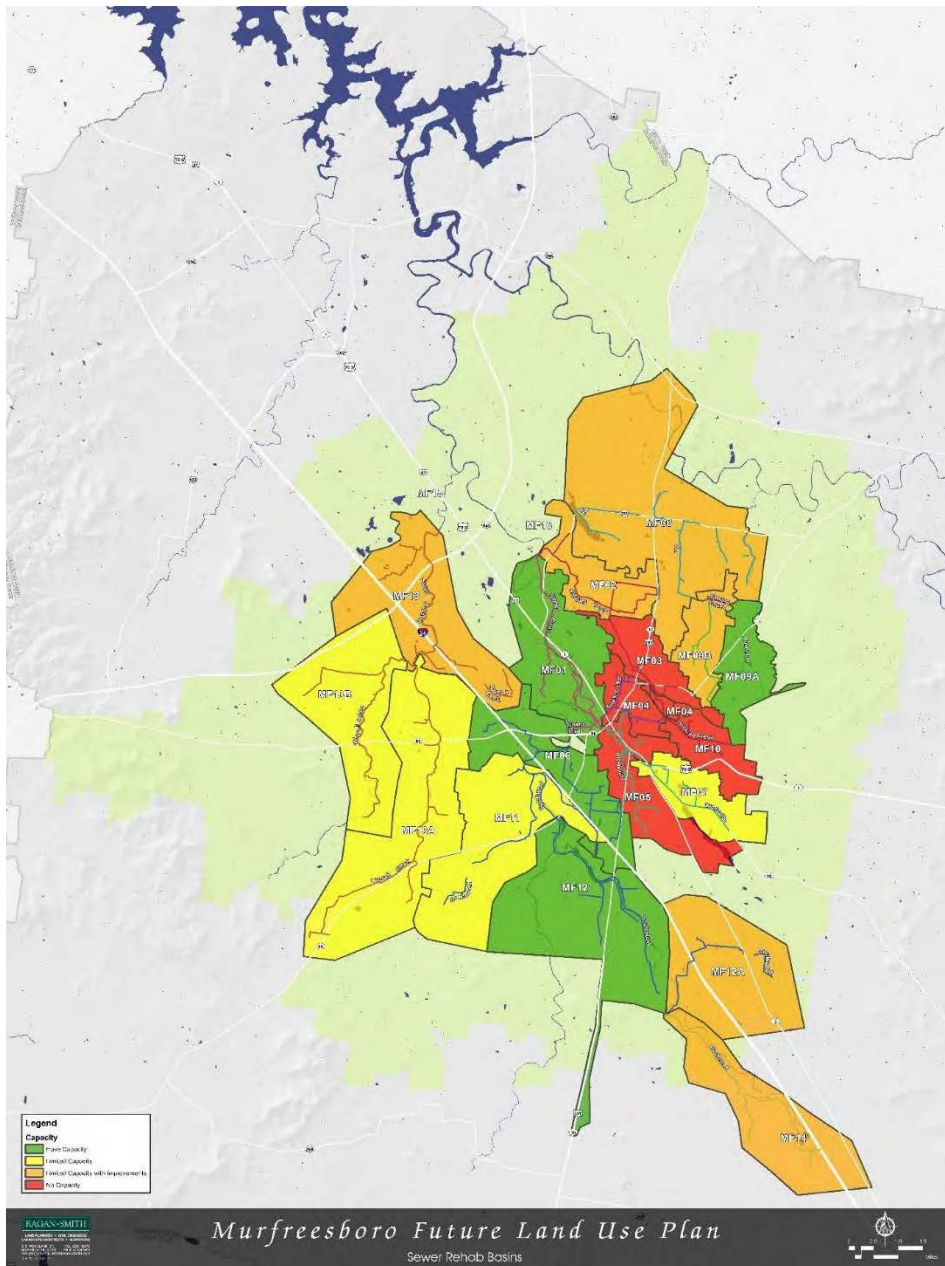
Table. TOTAL MURFREESBORO HOUSING ACREAGE, 2020-2050				
Horizon Yr	Census	Low	Medium	High
2020	17,338	17,338	17,518	19,157
2030		19,904	22,301	27,453
2040		26,163	28,103	35,495
2050		30,361	32,526	41,083
Notes:	Acreage projections assume average 0.29 acres per unit, using total residential acreage & housing units.			
Sources:	U.S. Bureau of the Census, Boyd Center, Claritas, Woods & Poole, Greater Nashville Regional Council, and Randall Gross / Development Econ.			

Key Points relative to Land Use Projections: Based on the estimated land use projections, **residential land use** shall **require the greatest amount** of development area within the infill service area, by a wide margin. **Industrial and commercial / retail land uses** will **require a moderate amount of area**, while **office land use** will **require significantly less** area than the other three categories. These projections can fluctuate greatly as market conditions and economic drivers change.

Sanitary Sewer Capacity (as currently projected)

Sanitary Sewer Capacity relative to Future Land Use: Given that the City anticipates continued population growth and the expansion of economic and land development opportunities; it is important to recognize the increased demands that will be placed on the City’s wastewater treatment capacity relative to future land use. The limitations related to the City’s wastewater treatment system include the infrastructure to collect, transfer, treat and release wastewater and treated effluent. The current update to the 201 Facilities plan has provided a map with basic categories for the sanitary sewer basins identified within the City. These categories include:

- Basins that Have Capacity (Green)
- Basins with Limited Capacity (Yellow)
- Basins that have Limited Capacity with Improvements (Orange)
- Basins with no capacity (Red)



The city has adopted a Sewer Capacity Allocation Ordinance and associated resolution to regulate the allocation of wastewater capacity for development in the city. This ordinance intends to balance the needs and benefits associated with increased growth and development while ensuring that the City’s sewer system capacity remains sufficient to support the health, safety and general welfare of the City’s citizens. With this ordinance maximum daily wastewater generation allowances were established based on land use classification. The ordinance and resolution may be amended if future conditions change.

Land-Use Classification	Included Zoning Classifications	Gallons per Day per Acre (GPD/Acre)	Single-Family-Unit Equivalents (SFUE) per Acre
Commercial	CM-R, CM, CM-RS-8, OG-R, OG, CL, CF, CH, and PCD	650	2.5
Industrial	G-I, H-I, L-I, PID	1,040	4.0
Low-Density Residential	RS-15, RS-12, RS-10, and PRD (if average lot size ≥ 10,000 sq. ft.)	780	3.0
Medium-Density Residential	RS-8, RS-6, RS-4, R-D, and PRD (if average lot size < 10,000 sq. ft.)	1,820	7.0
High-Density Residential	RM-12, RM-16, RS-A, R-MO and CU (dormitories only)	2,340	9.0
Mixed-Use	MU and PUD	1,040	4.0
College and University; Institutional	CU (except dormitories), PND	880	3.4
Parks	P	130	0.5
Central Business District, City Core Overlay, and Gateway Overlay	CBD, CCO, GDO	No Limit	No Limit

Key Points relative Sanitary Sewer Basin: Evaluation of the sanitary sewer capacity basins is an important consideration to be used as the Future Land Use Map is revised. Areas with no capacity or in need of substantial improvements to increase capacity should consider limitations on how much high-density development is envisioned with future growth. Expansion of growth areas at low densities can add operating and maintenance costs that increase city service expenses on a per acre basis. The Revised Land Use Categories in this report include references that consider sanitary sewer capacities when evaluating land use and density

- Specific densities must be evaluated based on infrastructure and utility capacities and availability.
- Any densities that exceed the City sanitary sewer allocation ordinance and resolution must be approved by City Staff and City Council.

Future land use mapping and zoning provide the basis for developing future wastewater flow projections as buildout conditions occur. Land use density primarily affects the collection system (pipes and pumps) designed to convey certain flows to the wastewater treatment plant and the wastewater treatment plant has limited capacity for increased development areas. Sanitary sewer capacity has the potential of being one of the greatest limitations to Murfreesboro’s growth.

Transportation Network Levels of Service

(based on current conditions and completion of committed projects)

Transportation Network relative to the Future Land Use Map: Given that the City anticipates continued population growth and the expansion of economic and land development opportunities; it is important to recognize the increased demands that will be placed on the City's transportation systems relative to future land use. The Major Transportation Plan, projected to year 2040, compares theoretical roadway capacity vs. traffic volumes expected and designates a level of service for the road network system.

Levels of Service and Land Use: The transportation network provides for present and future mobility and for the access needs connected to growth and development. Evaluation of the transportation network needs to be considered as part of Future Land Use Map revisions.

General Considerations:

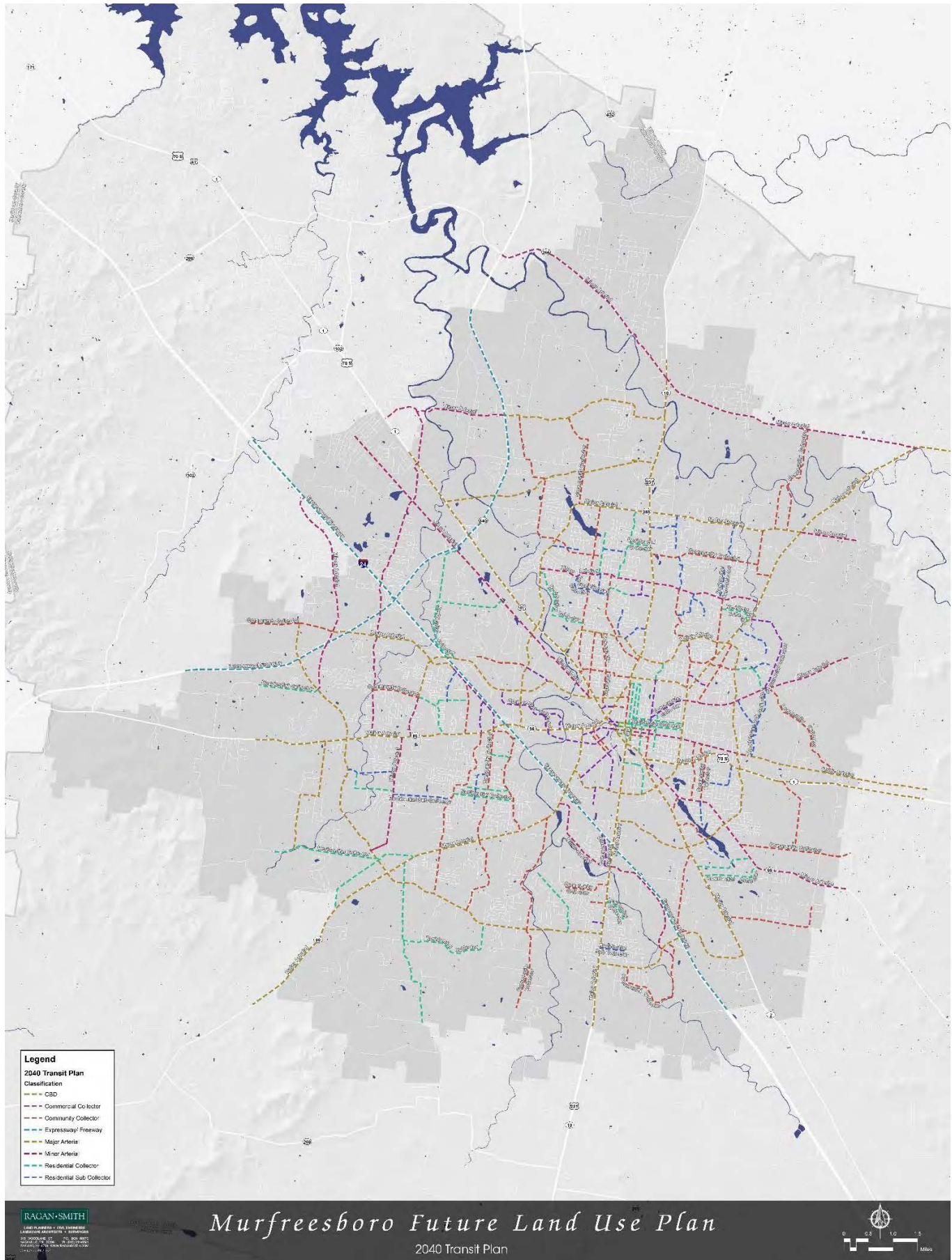
- Areas of high-density residential, commercial, and industrial land use should be well connected to collector and arterial road networks
- The more options and alternative routes that are available in a transportation network the better
- Transportation should consider multi-modal options (e.g., mass transit, automobiles, bicycles and pedestrians)
- Roadways and streets often compose the largest area of dedicated public space in a city. How they are designed and maintained has significant impact on the quality of life for City residents.

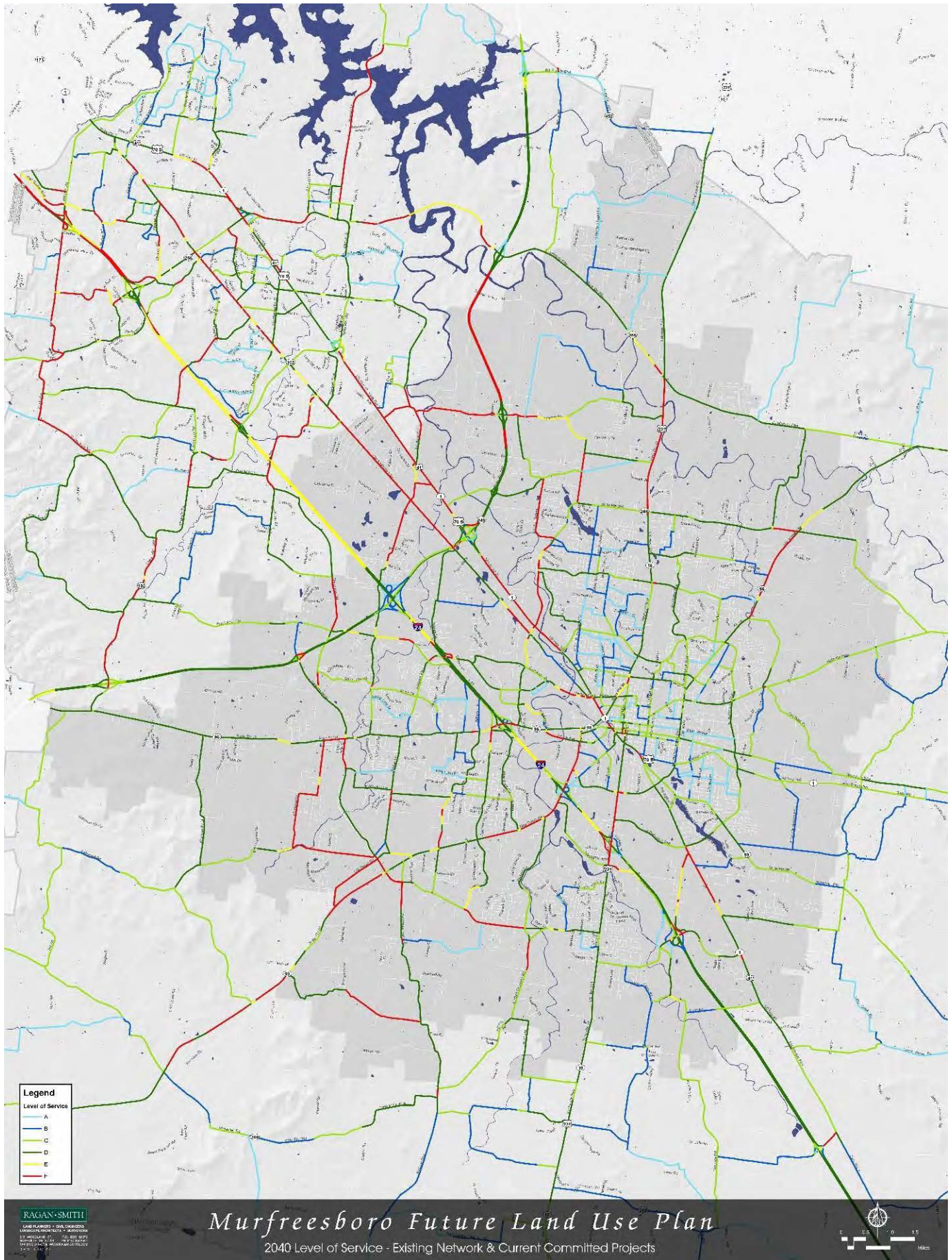
Specific levels of service for the transportation network are shown relative to the existing road network in combination with all the currently committed improvements. Future daily average traffic volumes and vehicle miles traveled were projected up to the year 2040 to evaluate the impact population growth would have on the networks level of service.

- Road Networks showing levels of service at E and F (yellow and red on the map) are typically considered at capacity and approaching having higher demand than capacity
- Land Use type and density evaluations should consider the impact they will have on major road networks
- Capital improvement plans for the City should consider how anticipated transportation levels of service might be affected by future land use considerations.

Key Points relative to Transportation Network: Some of the key recommendations from the Transportation Plan that affect Future Land Use include:

- There is a need to improve connections between NE, SW and Central Murfreesboro. This is a challenge from the SW due to limitations created by the Interstate and Railroad networks.
- There is a need to create additional corridor capacity from SE to NW areas in the City.
- Even with the completion of committed transportation projects, several transportation corridors are anticipated to have a challenge keeping a high level of service given the anticipated increase in traffic.





Economic Development Sites

(Based on planning efforts with Jim Colson, Advisors Community and Jon Froke Urban Planning)

Strategic Economic Development Sites: The City has recently collaborated with a consultant to identify key economic development sites. There are five specific areas identified as having strong potential for economic development and job creation in Murfreesboro. These sites are identified on the current updated Future Land Use Map:

Site No. 1. Veterans Parkway and I-840 (annexed 4/20/2017)

- City-owned, 100-plus acres, identified as very strong site for Employment Generating mixed use.

Site No. 2. Cherry Lane Interchange (I-840, NE of 24) (annexed 10/14/2004)

- City owned. Requires additional annexation considerations. Current Roadway improvements and interchange in progress. Identified as good location for signature or catalyst project and a strong site for Employment Generating mixed use.

Site No. 3. Joe B. Jackson (SE of I-24 Joe B. Jackson Interchange) (annexed 12/5/2019)

- Established industrial center with existing growth capacity. Requires additional annexation considerations. Identified as strong site for Business Innovation.

Site No. 4. Medical Center at Gateway (East of I-24) (annexed 1973 to 2003)

- City-owned suburban greenfield site. Location is entirely in the City Limits. Excellent mixed-use location with national retailers nearby. This site has already been shaped by existing development and has some limitations due to an existing land use pattern. Identified as a strong site for Employment Generating mixed use

Site No. 5. Hoover Site (I-24, E of 10 / 231) (annexed 1973 to 2019)

- Greenfield and redevelopment site. Multiple zoning exists in this area. Rail served site. Identified as strong site for Business Innovation with a strong manufacturing or light industrial component.

Site No. 6. Downtown Mixed-Use Urban Infill

- The historic square, and the downtown City Core Overlay District will continue to be at the heartbeat of economic development and commerce for the City. The downtown is and should continue to be a place to focus economic development.

Key Points relative to Economic Development Sites: The five sites represented are those that are most market-ready and support the optimal targeted industries/companies. This study recognizes that there are certainly other viable properties not mentioned here. The strategic development plan will remain flexible to respond to other opportunities as they develop. Parts of these five sites would be areas where the new categories of Employment Generating - mixed use (EG) and Business / Innovation (BI) land use categories might be applied.

Future Land Use Map Update 2022

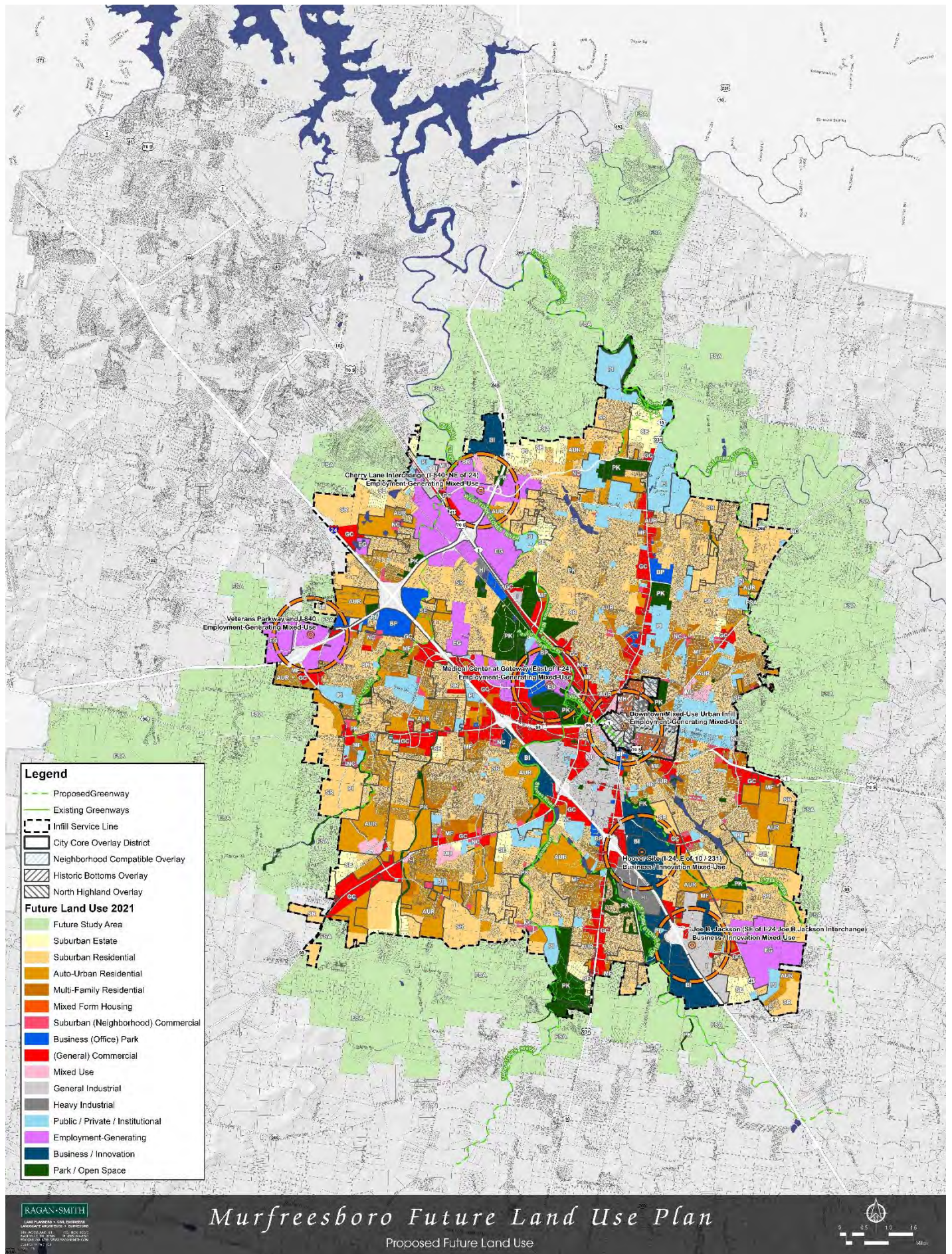
The Future Land Use Map amendments are based on the following:

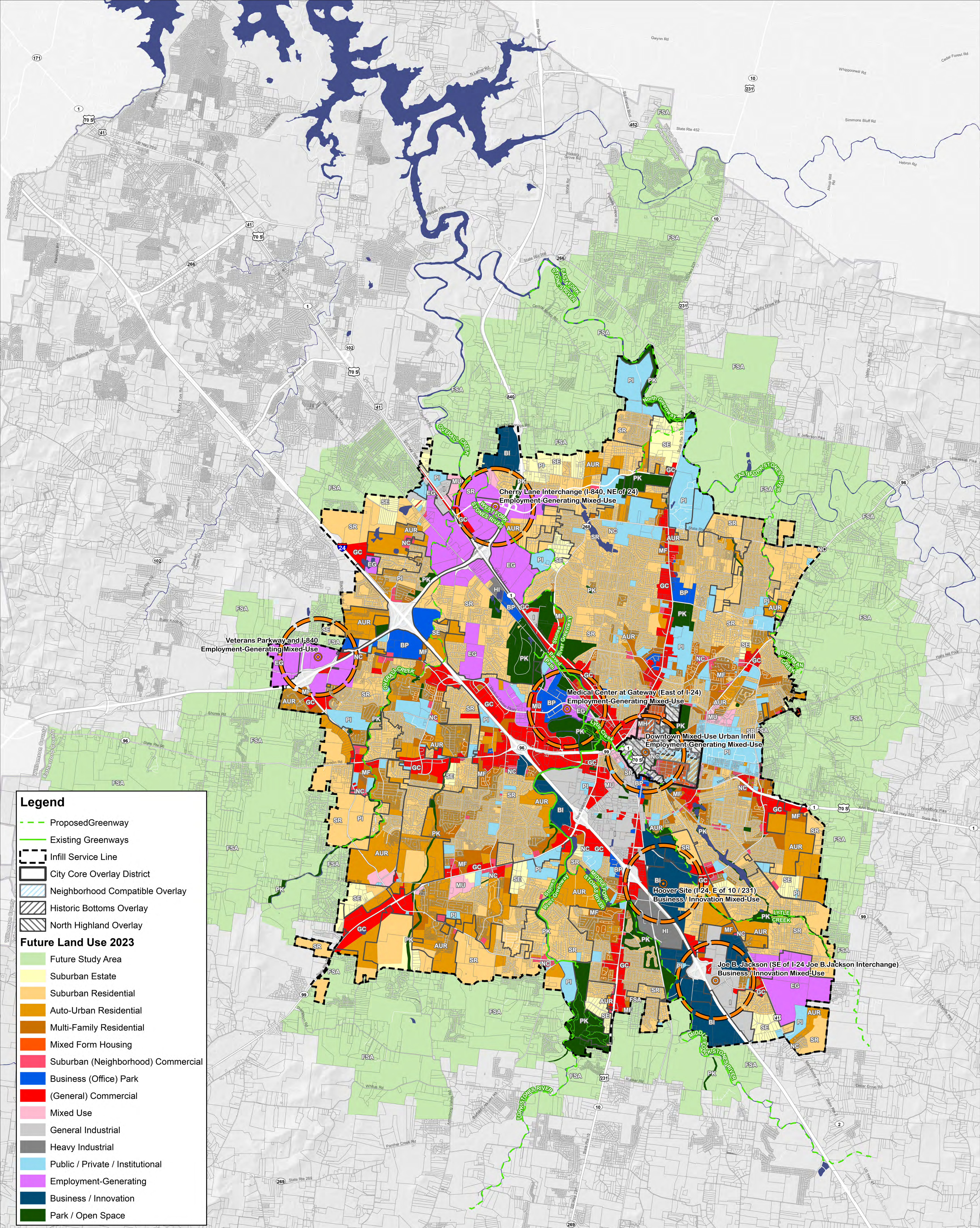
Revised Land Use Categories and Map Revisions: The current Land Use Categories and the associated Future Land Use Map have been revised to shape future land use and establish land use areas based on the City's current vision for growth development and associated City services.

Rezoning changes: The current map has included the rezoning amendments as adopted by the City through January 1, 2022. This presents a more current picture of existing zoning conditions.

Economic Development Sites: The current map has added the six development sites as targeted in the economic development study.

Sanitary Sewer Basin Boundaries: The current map has included the boundary lines of the Sanitary Sewer Capacity Basins as identified in the 201 facilities plan as reference.





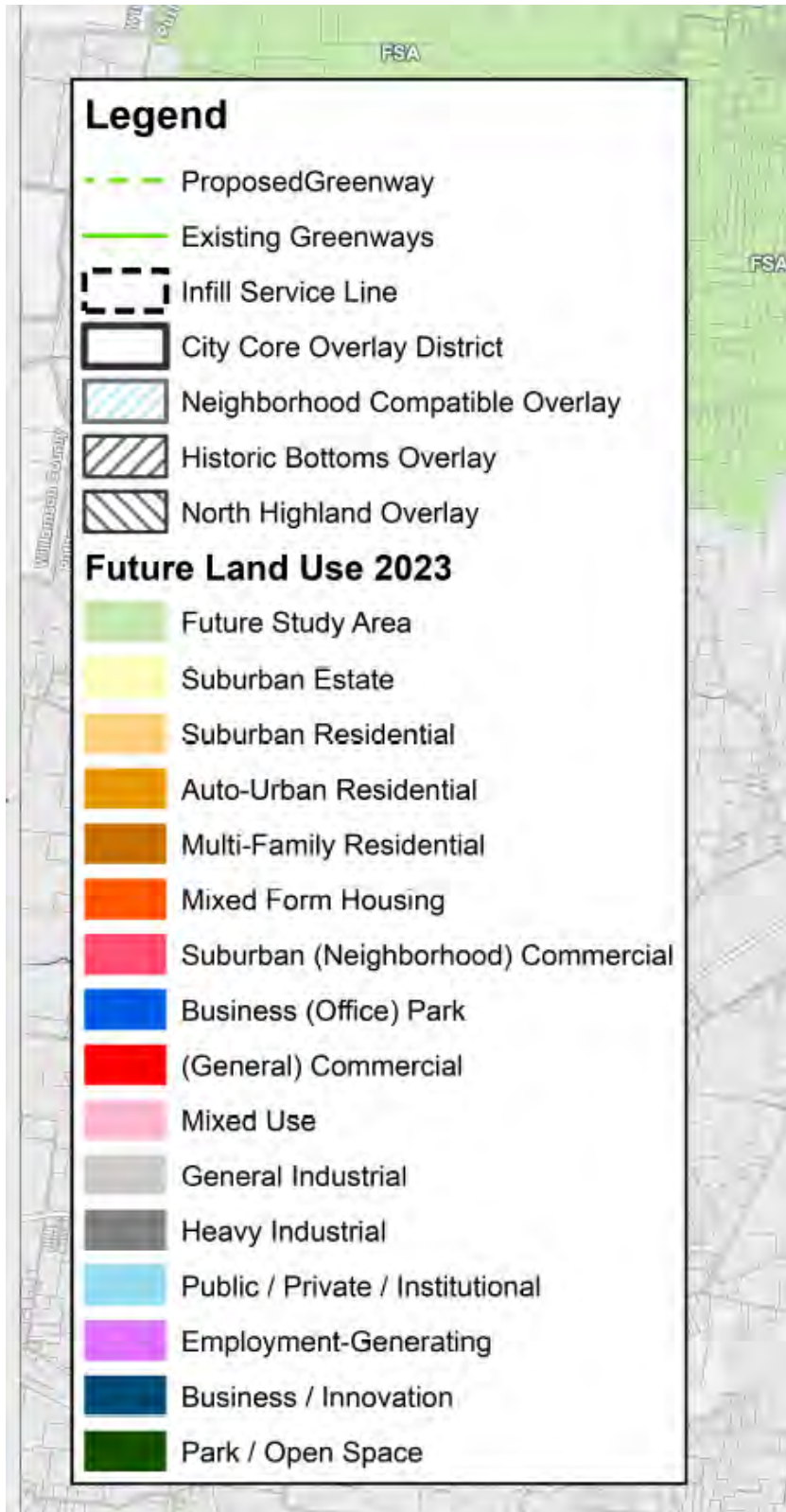
Legend

- Proposed Greenway
- Existing Greenways
- Infill Service Line
- City Core Overlay District
- Neighborhood Compatible Overlay
- Historic Bottoms Overlay
- North Highland Overlay

Future Land Use 2023

- 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

FUTURE LAND USE MAP



- **Future Study Area (FSA):** Outside current city limits but within the Urban Growth Boundary, outside the edge of the infill service area, which depicts the area where the City encourages most of the city growth to develop in a fashion that maximizes use of existing road and utility infrastructure.
- **Suburban Estate (SE):** Low-density development on larger properties, thereby producing a visual openness.
- **Suburban Residential (SR):** Residential includes small acreages, large lot estate development or may also be smaller lots clustered around common open space. RS-15, RS-12, RS-10, PRD.
- **Auto Urban Residential (AUR):** Primarily detached residential dwellings, allows attached housing types, subject to compatibility and open space standards; 20% maximum of developable area acreage can be attached residential; 40% maximum overall unit count can be attached residential units. RS-10, RS-8, RS-6, RS-A, PRD, PUD.
- **Mixed Form Housing (FH):** Mixture of single-family detached and single-family attached two-, three- and four-unit residential buildings in character with the surrounding neighborhood. Commercial, Office, Live/Work, or Institutional uses may be appropriate only at a scale that maintains the traditional residential character. RS-10, RS-8, RS-6, RS-A, RD, PRD, PUD.
- **Multi-Family (MF):** Higher density residential, there is requirement to provide on-site amenities and open space designed for public activities. RM-12, RM-16, PRD, PUD.
- **Neighborhood Compatible Overlay (NC):** Established neighborhoods that are largely built-out and stable, and where no significant change in development type or pattern is expected or desired.
- **Suburban Neighborhood Commercial (NC):** Smaller commercial centers adjacent to and surrounded by neighborhoods and at principal intersections of community collector streets. CF, OG, CM, PCD, PUD
- **Business Park (BP):** The “pure” office uses entail minimal amounts of interaction with customers. Employees are the primary activity generators for offices. OG, OG-R, CM, PCD, PND.
- **General Commercial (GC):** high intensity commercial businesses, uses like regional shopping center, grocery, hotels, gas stations, restaurants, and “big box” retailers. CF, CH, PCD, PUD, PND.
- **Mixed-Use Center (MU):** residential mixed with commercial, retail, and office, typically with a vertical element of multiple uses in the same building. CBD, MU in GDO, PUD
- **General Industrial (GI):** General industries include facilities for administration, research, assembly, storage, warehousing, and shipping. LI, GI, PID
- **Heavy Industrial (HI):** Heavier industrial uses, manufacturing and processing of raw materials, outdoor storage and uses that may create impacts relating to odor, noise, air quality, and aesthetics. HI, PID.
- **Public/Private Institutional (PI):** City, County, or State-owned facilities, plus other public and private buildings and sites with an institutional nature. CU, PND
- **Employment Generating (EG):** employment generating activity, primarily office, high-end tech based, sports tourism, etc. Supportive elements - retail, entertainment, open/public space and multi-family residential; residential trails employment generating and limited to < 30% of development area, and the employment development is Target Goal of 50% and occur prior to commercial, residential. OG, CM, PUD.
- **Business Innovation (BI):** Mixture of higher scale jobs, industrial and advanced manufacturing uses, all within a cohesive setting, on a larger scale, diversity of employment-generating industrial or manufacturing development, may include mid-rise and high-rise buildings. LI, GI, PID, CM.
- **Park/Open Space (P):** City, county, state, or national parks, outdoor recreation, open space. P

City of Murfreesboro City Council / PC Workshop

March 1, 2023

Future Land Use Map Updated:
February 2023





History of Future Land Use Map

Adopted Murfreesboro 2035
Comprehensive Plan in July 2017

20 Year vision for growth (12 years
remain)

Plan elements include major
functions of Murfreesboro

Land use one of the major functions
as defined in Chapter 4



Future Land Use Map

Provide a tool for City leaders to inform land-use and development decisions

Ensure efficient, consistent use of land to accommodate growth and development

Better capture the vision and needs of the City

Protect adequate supply of land for a diversity of land uses and quality of life

Efficiently coordinate land use and infrastructure needs



What it's Not

Not a wholesale change to the 2035 Comprehensive Plan

Not a zoning map

Not rigid, fixed or in stone, but...

Not meant to be changed without study and approval



Key points for updates

To function as an accurate tool for establishing infrastructure

To evaluate potential growth, development, annexation

To shape policy and growth for the City of Murfreesboro

Collaboration and input from stakeholders during FLUM update

To provide consistent messaging related to land use and development



New Elements Proposed

Economic Target Centers

Future Study Area

Infill Service Line

New Land Use Character Areas

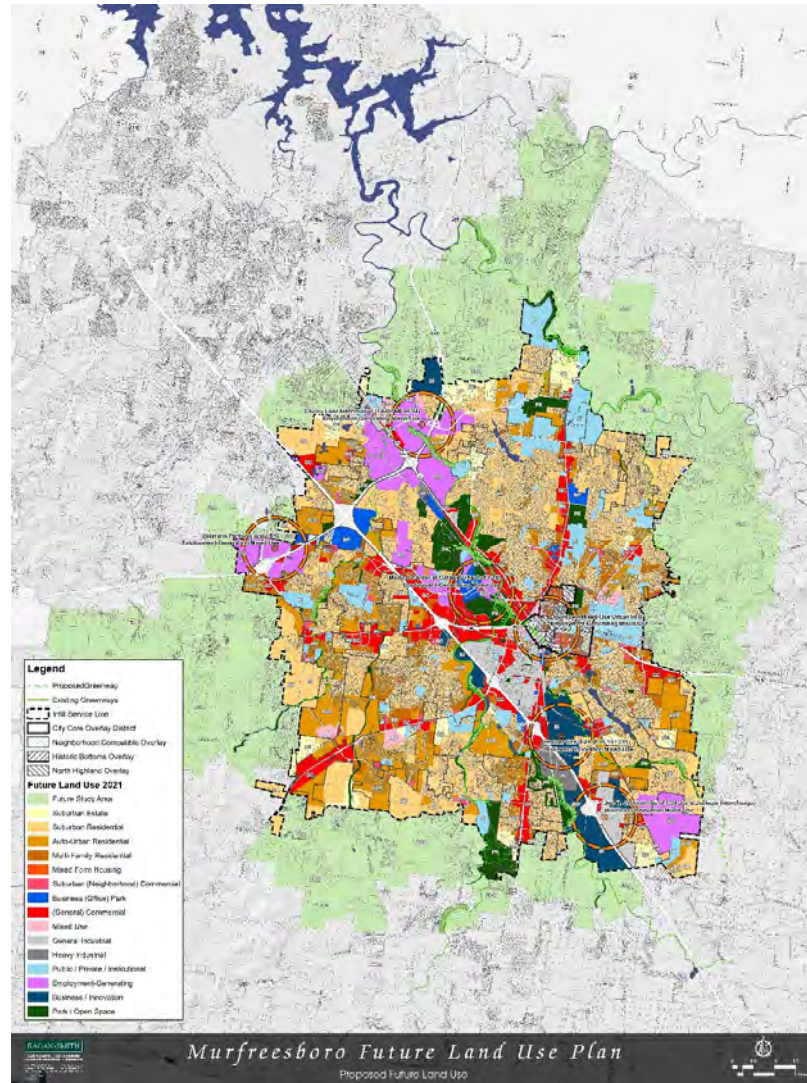
Transition Policy



Economic Target Centers

Jim Colson Economic Input

- Veterans Pkwy / 840
- Cherry Lane / 840
- Medical Center Gateway
 - Downtown
- Hoover Site (Middle Tn Blvd)
 - Joe B. Jackson / I-24

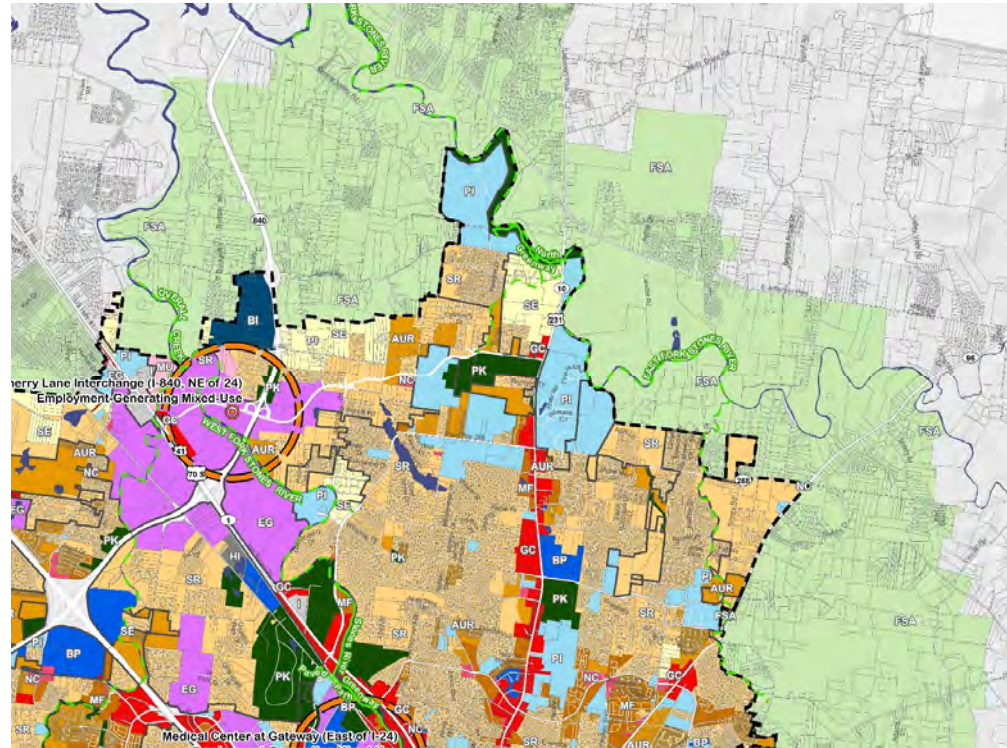




Future Study Area

Pgs. 7-8 in Summary Report

Areas within the urban growth boundary that has infrastructure and service limitations and is not anticipated to develop within city limits in the next 12 years. Not excluded from development put changes to the map must be warranted on study of a parcel and its surrounding context

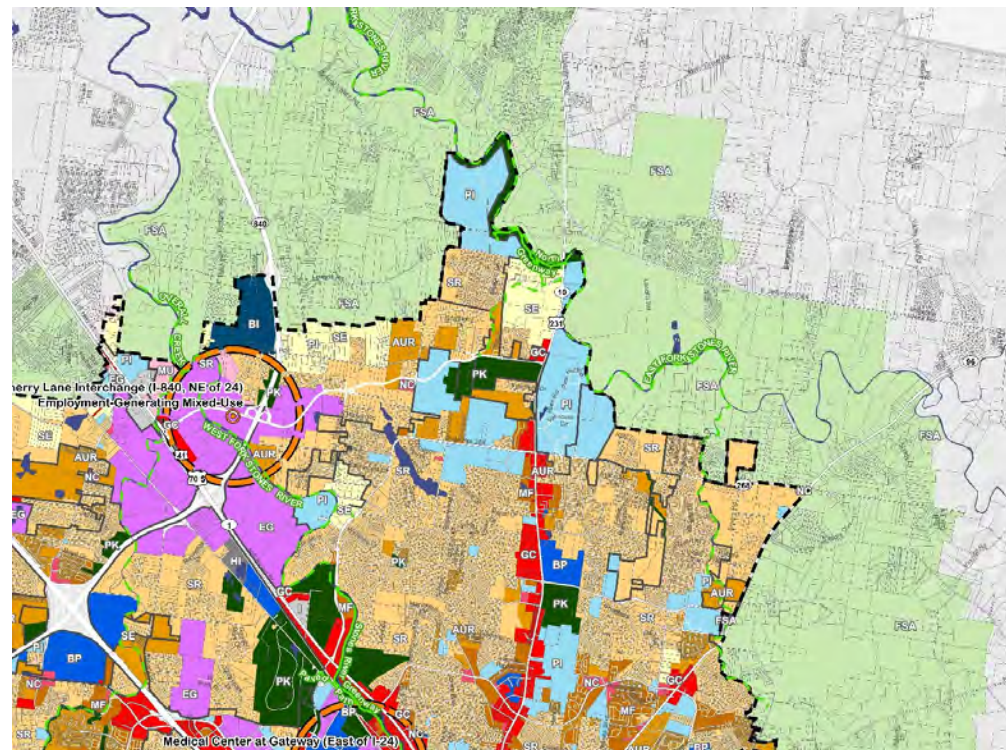




Service Infill Line

Pg 2 in Summary Report

To help focus growth in a smart, sustainable manner that promotes density, and a mixture of land uses within areas that can be supported by city infrastructure and prevent unplanned sprawl into future study areas





Auto Urban (AU)

Pgs. 10-12 in Summary Report

Allows for Attached SF townhomes if:

- Minimum parcel size of 10 acres
- 20% maximum developable acres in townhomes
- 40% maximum units in townhomes
- Transitions of height and setback next to Single Family
- Requires Planned Development Approach
- May exceed criteria if public infrastructure or benefits are proven

Examples:

Pockets Station Amendment 181.8 acres / 675 units

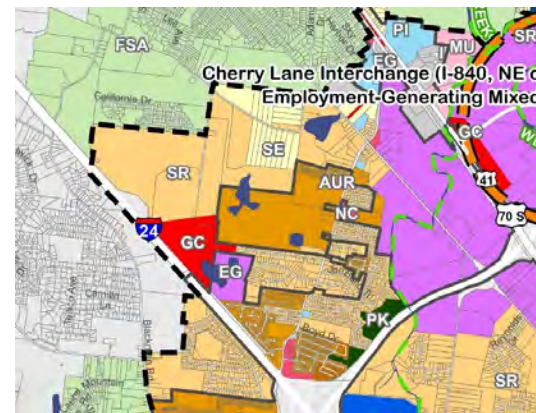
34.8 acres SFA (townhomes 19%) / 310 units (46%)

147 acres SFD (81%) / 365 units (54%)

River Landing 72 acres / 292 units

29.1 acres SFA (townhomes 40%) / 197 units (67%)

42.9 acres SFD (60%) / 95 units (33%)



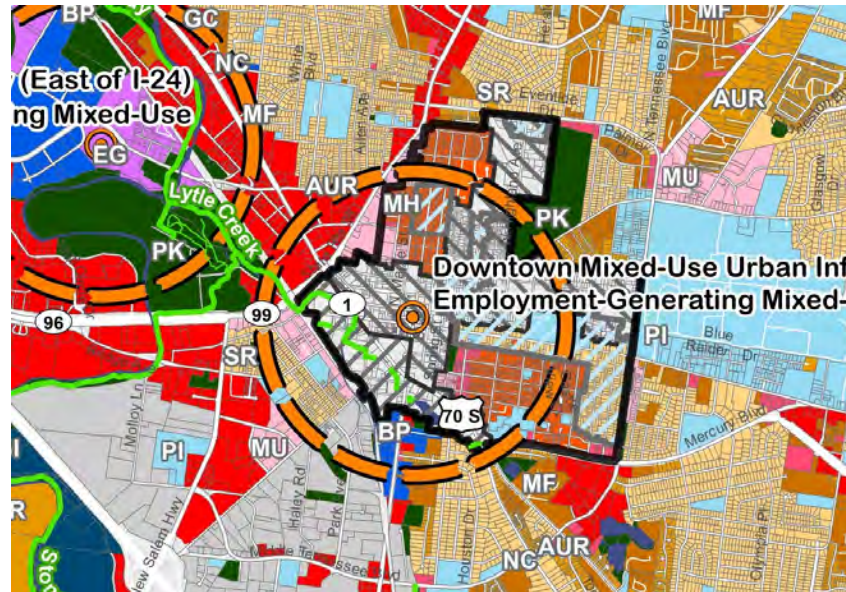


Mixed Form Housing (MH)

Pgs. 12-13 in Summary Report

Provides a great diversity of housing options with a focus on forms that relate to the public street, provide architectural details and transitions with adjacent properties

- Allows both SF detached and SF attached up to 4 unit buildings
- Allows live-work units
- Must maintain a scale and context that fits the surrounding residential
- Important design details: Front facade, building materials, porches, window treatments, sidewalks, integrated garages and parking



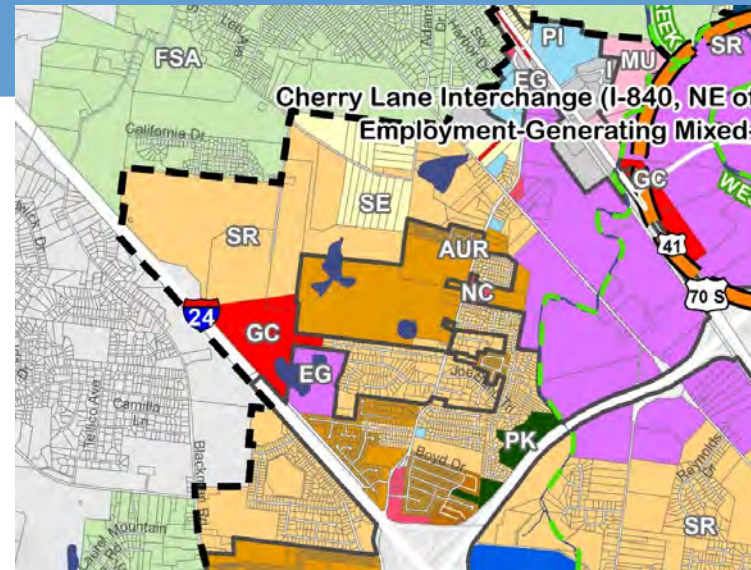


Employment Generating (EG)

Pgs. 21-23 in Summary Report

Overall purpose is to encourage flexible, creative, master plans that promote a high density of mixed use with a focus on generating employment-based uses

- Prime areas for future employment growth have been identified, the focus is jobs and economic vitality. A specific target has been established of 50% of acreage to job generated use and no more than 30% acreage to residential use.
- Employment generating land use should target office-oriented, regional operation centers, research and development, and jobs that would be considered professional and technical
- Retail, entertainment, open / public space, high density residential and amenities are vital supporting components
- The Fountains in Murfreesboro and Berry Farms in Franklin are successful examples of this approach



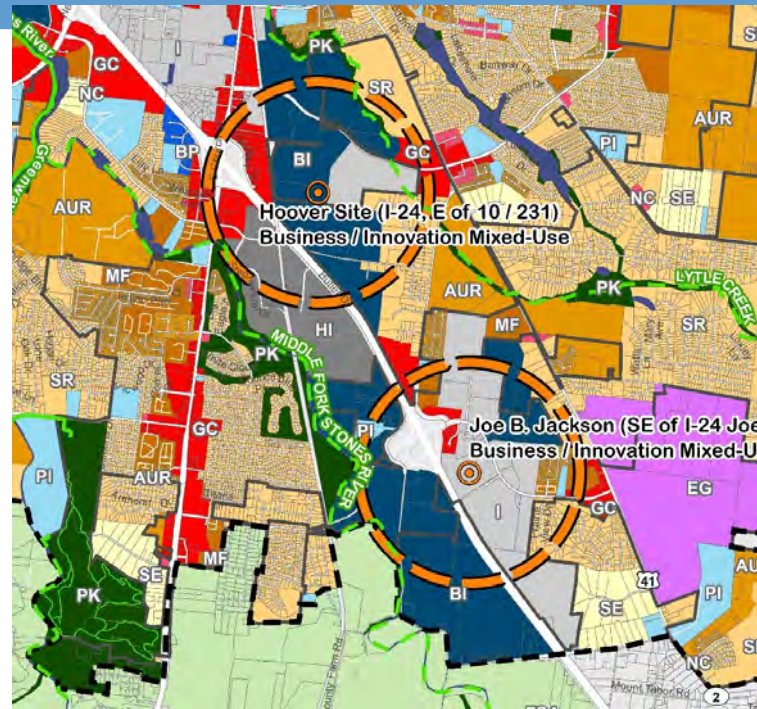


Business Innovation (BI)

Pg. 23 in Summary Report

Overall purpose is to encourage land use that provides a mixture of high industry / manufacturing and the associated jobs. Vocational training centers, manufacturing centers, high tech industry are all land use targets

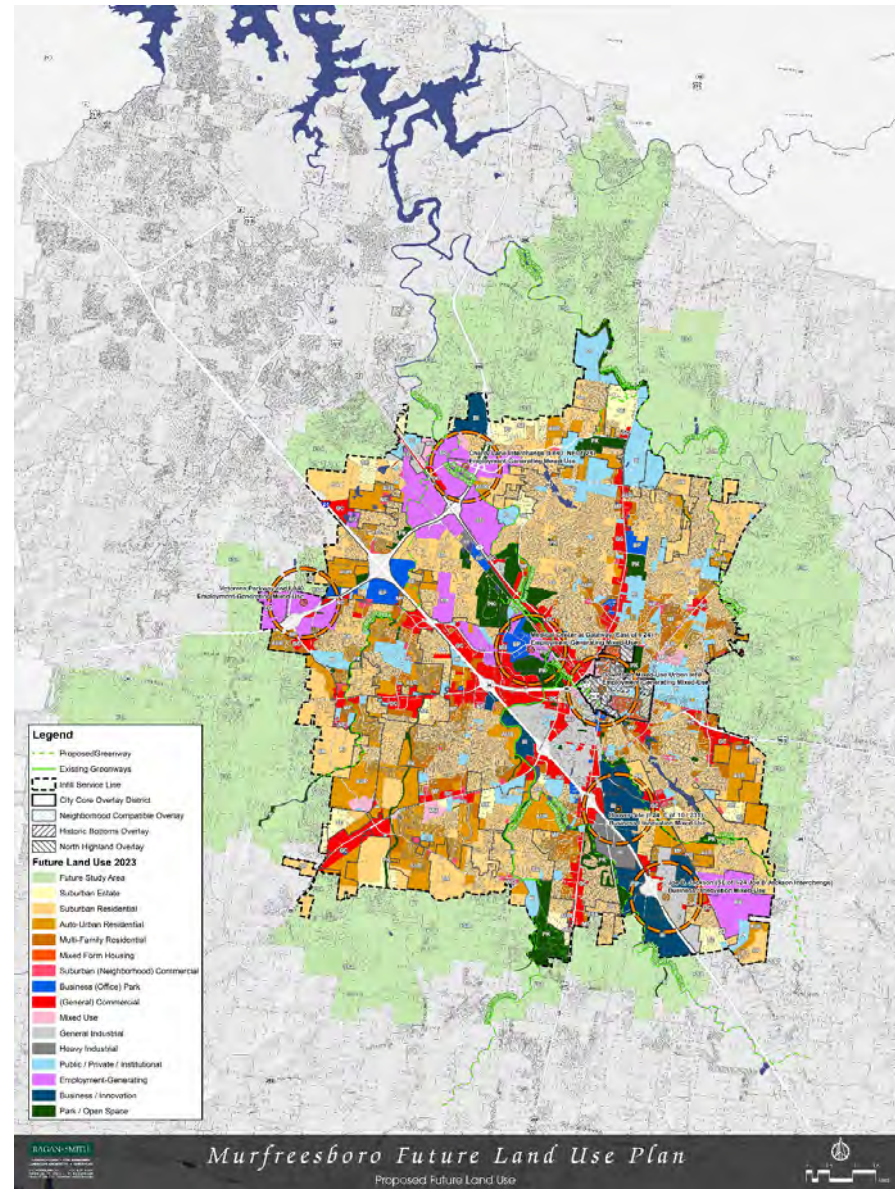
- Does not allow for residential
- Encourages business innovation and investment and partnerships between the city and corporations and higher education
- Encourages a master planned approach
- Huntsville, AI has demonstrated successful examples of this approach





Revise Future Land Use Map

Pg 38 – last page in Summary Report





Reasons to Flex or Change

Pg 3-4 in Summary Report

The Future Land Use Map uses property parcel boundaries, as established by the City of Murfreesboro GIS, to apply land use categories. A transition policy will establish flexibility within or between property lines to allow land use policy to be shaped relative to a site's context as well as its designated property boundary.

Examples of where transitions or changes might occur include:

- Land use boundaries crossing collector and arterial street intersections
- More than one land use within property boundaries, or large parcels
- More than one property has been consolidated for development
- Unique geographical, environmental or infrastructure conditions
- Current land development patterns support the expansion or contraction
- Opportunities to greatly improve existing public services or general infrastructure needs beyond typical requirements
- Adjustments to the Future Land Use Map should generally consider possible improvements to quality-of-life issues, unique development opportunities and or job creations

Each proposed transition or change should be evaluated based on a sites specific surrounding context and the current goals of city leadership and should happen concurrent with rezoning requests



Next Steps

Future Land Use - 2023 Update
Approval by Planning Commission

Resolution of Support &
Acknowledgement or Adoption by
City Council

Implementation: Strategies &
Policies

RESOLUTION 23-R-12 in acknowledgment and support of the amended City of Murfreesboro 2035 Comprehensive Plan.

WHEREAS, the Murfreesboro 2035 Comprehensive Plan, excluding Chapter 3: Mobility, (hereafter referred to as “the Plan”) was originally adopted by the City of Murfreesboro Planning Commission on July 12, 2017; and,

WHEREAS, Murfreesboro City Council originally declared its acknowledgment and support of the Plan with Resolution 17-R-22 on August 17, 2017; and,

WHEREAS, amendments to the Plan regarding Chapter 4: Land Use and the Future Land Use Map were adopted by the Murfreesboro Planning Commission on May 3, 2023; and

WHEREAS, the Plan contains guiding principles that the City aspires to accomplish; and,

WHEREAS, the Plan recommends that the City direct growth into areas where basic services, such as sanitary sewer, water supply facilities, and police and fire protection, can be efficiently and economically provided to promote the responsible use of land, infrastructure, energy, and other resources; and,

WHEREAS, the Plan recommends that, as Murfreesboro continues to grow, the City strives to preserve the attributes of the community’s unique, hometown character and identity, the beauty of its natural environment, and the strengths of its neighborhoods, while minimizing the adverse effects of growth; and,

WHEREAS, the Plan recommends that the City promote a mix of land uses at different scales by locating retail, office, residential, institutional, and recreational uses within walking distance of each other in compact neighborhoods with pedestrian oriented streets; and,

WHEREAS, the Plan recommends that the City provide opportunities for a greater mix of housing types in sufficient quantity to serve current and future Murfreesboro residents and workers, located in proximity to employment centers; and,

WHEREAS, the Plan recommends that the City provide, maintain, and enhance recreational opportunities through high-quality parks, facilities, and open spaces; and,

WHEREAS, the Plan recommends that the City attract companies and talent by managing land development, maintaining great schools, and making strategic investments in quality public services and amenities; and,

WHEREAS, the Plan recommends that the City create and enhance vibrant commercial areas, including Downtown Murfreesboro, to meet the wide range of economic needs and interests of residents, businesses, and the City; to provide

employment opportunities; and to take advantage of Murfreesboro’s proximity and connections to surrounding areas.

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

SECTION 1. The City Council declares its acknowledgement and support of the amended Murfreesboro 2035 Comprehensive Plan, as adopted by Planning Commission and available for public viewing on the City of Murfreesboro website.

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

43A2035E51F0401
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Schools Budget Amendment #8 Summer and Con Admin Grants

Department: City Schools

Presented by: Trey Duke, Director

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

Schools' amendment # 8 to the FY23 General Purpose Schools and Federal Projects funds to budget new grant awards.

Staff Recommendation

Approve Resolution 23-R-10 amending the FY23 General Purpose and Federal Projects budgets as presented.

Background Information

On May 09, 2023, the MCS Board approved the attached budget amendments to the FY23 General Purpose and Federal Projects funds to recognize new grant awards.

- General Purpose Schools: Budget new grant revenues and expenditures totaling \$2,013,658 for the June 2023 Summer Learning Camps and Transportation. The grant covers salaries for teachers, assistants, administrators, nurses, crossing guards, bus drivers and aides, instructional supplies, technology, curriculum, and gasoline.
- Federal Consolidated Administration grant: Budget additional revenues and expenditures in the amount of \$5,563 for a final allocation of \$140,101. Funds are budgeted in Other Supplies and Materials to purchase administrative supplies.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

The budget amendments recognize new grant revenues and expenditures with no change to fund balance.

Attachments

1. Resolution 23-R-10
2. Exhibit A: MCS Budget Amendment # 8

RESOLUTION 23-R-10 amending the FY2023 Murfreesboro City Schools Budget (8th Amendment).

WHEREAS, the City Council adopted Resolution 22-R-16 on June 8, 2022 to implement the FY2023 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2023 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2023 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, 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

43#2035E61F801
Adam F. Tucker
City Attorney

General Purpose Schools Fund 141
Fiscal Year 2022-23

Exhibit A to Resolution 23-R-10

Summer Learning Grants

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Other State Grants	-	1,521,737	1,521,737
Other Federal Through State (28.86%)	-	491,921	491,921
Total Increase in Revenues	\$ -	\$ 2,013,658	\$ 2,013,658

Summer Learning Camps Grant

<u>Expenditures</u>			
Teachers	35,273,500	35,923,500	650,000
Educational Assistants	3,574,735	3,612,235	37,500
Other Salaries - Crossing Guards	-	22,000	22,000
Social Security	2,440,626	2,487,626	47,000
Retirement	3,228,965	3,294,965	66,000
Medicare	570,820	583,820	13,000
Retirement-Hybrid	275,150	290,150	15,000
Instructional Supplies and Materials	387,500	1,149,807	762,307
Other Supplies and Materials	190,900	195,900	5,000
Medical Personnel - Nurses	200,000	218,000	18,000
Social Security	19,035	22,035	3,000
Retirement	35,365	37,365	2,000
Medicare	4,455	5,055	600
Retirement-Hybrid	2,000	2,700	700
Other Salaries	40,039	46,039	6,000
Social Security	95,222	95,922	700
Retirement	155,946	157,246	1,300
Medicare	22,270	22,670	400
Travel	5,000	6,000	1,000
Principals	1,443,820	1,473,820	30,000
Clerical Personnel	-	13,000	13,000
Social Security	240,065	244,065	4,000
Retirement	376,895	381,195	4,300
Medicare	56,145	56,845	700
Retirement-Hybrid	2,500	3,500	1,000
Total Summer Learning Camps	\$ 48,640,953	\$ 50,345,460	\$ 1,704,507

Summer Transportation Grant

Bus Drivers	1,205,000	1,325,000	120,000
Other Salaries - Bus Aides	665,000	725,000	60,000
Social Security	138,880	150,880	12,000
Retirement	272,605	294,605	22,000
Medicare	32,480	36,480	4,000
Gasoline	275,000	366,151	91,151
Total Summer Transportation Grant	\$ 2,588,965	\$ 2,898,116	\$ 309,151

Total Increase in Expenditures \$ 51,229,918 \$ 53,243,576 \$ 2,013,658

CHANGE IN FUND BALANCE (CASH)

(0)

This amendment budgets new TNDOE summer grants totaling \$2,013,658 in the General Purpose School fund for Summer Learning Camps and Summer Transportation during the month of June. The grant covers salaries for teachers, assistants, nurses, crossing guards, bus drivers and aides, and administrative and clerical staff. The grant also funds instructional supplies, technology, curriculum and gasoline.

There is no change to fund balance since this is a reimbursement grant. No new positions were added.

Schools Federal Projects Fund 142
Fiscal Year 2022-23

Exhibit A to Resolution 23-R-10

Consolidated Administration (CFA)

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR		
	PREV AMENDED	BUDGET	(DECREASE)
<u>Revenues</u>			
Consolidated Administration	98,538	104,101	5,563
Total Increase in Revenues	\$ 98,538	\$ 104,101	\$ 5,563
<u>Expenditures</u>			
Other Supplies and Materials	-	5,563	5,563
Total Increase in Expenditures	\$ -	\$ 5,563	\$ 5,563

CHANGE IN FUND BALANCE (CASH) -

The FY23 Consolidated Administration amendment budgets an additional award of \$5,563 for a total allocation of \$104,101. These funds will be used to purchase administrative materials and supplies.

There are no major programmatic changes and no change to fund balance.

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Fee Schedule Adjustment

Department: Solid Waste

Presented by: Darren Gore

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

Consider a proposed resolution to adjust solid waste fees.

Recommendation

Approve Resolution 23-R-19.

Background Information

Council reviewed the solid waste fee structure proposal at the May 10, 2023 workshop. The proposed resolution implements a fee adjustment. The proposed schedule of fees adjusts weekly residential curbside pickup ($\approx 47,000$ carts) from \$7.50 to \$9.50 per month. It adjusts bi-weekly commercial curbside pickup outside the City Core Overlay ($\approx 2,600$ carts) from \$30 to \$35 per month. The fee for commercial carts inside the City Core Overlay, approximately 400, remains at \$30 per month for bi-weekly pickup. The other items including charges for bulk item pickup, loose grass clippings and larger volume brush and limb pickups, solid waste cart replacement, and special event service have not been changed.

This long planned increase moves the City solid waste utility service toward self-supporting operations. The process proposed for self-supporting operations in the 10-Year Solid Waste Plan is for a gradual fee increase over eight years. During the interim, the General Fund will continue to support this service. The current total solid waste fees generate \$5.30 million in revenue. The FY24 budget anticipates the proposed fee adjustment will provide an additional \$1.44m in revenue to cover the approximately \$16m in solid waste costs.

The fee adjustment is proposed to go into effect July 1, 2023.

Council Priorities Served

Responsible budgeting

Utilizing fee revenue to provide utility services is the most equitable method of allocating operating costs.

Fiscal Impacts

Increase of \$1.44 million in FY24 revenues.

Attachments

Resolution 23-R-19; solid waste fee schedule

RESOLUTION 23-R-19 adopting Solid Waste Collection and Disposal Fee Schedule.

WHEREAS, Murfreesboro City Code, Section 14-9, Fees; states that “The City Mayor and Council shall establish by resolution a schedule of fees, rates, and/or credits for the following: (1) The collection and disposal of all solid waste generated within the corporate limits of the City of Murfreesboro; (2) The collection and disposal of all solid waste generated through any solid waste authority, utility district, or other entity controlled by the City; and (3) Disposal of all solid waste in any City owned or controlled, Class 1-class 4 disposal site, transfer station, convenience center and/or recycling station or center.”

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

SECTION 1. The following Solid Waste Collection and Disposal Fee Schedule are hereby adopted:

(a) Solid Waste Collection

<i>Residential Collection: One time a week service</i>	\$9.50 per month per cart
<i>Residential Collection: “Go Back” Service</i>	\$25.00 per occurrence
<i>Residential Drop-Off: City Convenient Center</i>	\$0.00
<i>Commercial: Two times a week service</i>	\$35.00 per month per cart
<i>Commercial: Two times a week service (inside City Core Overlay District)</i>	\$30.00 per month per cart
<i>Commercial Collection: “Go Back” Service</i>	\$50 per occurrence

(b) Brush, Limb and Yard Waste Collection:

<i>Residential Curbside Collection</i>	
6’x6’x6’ (8 CY) collection or less	\$0.00
12’x6’x6’ (16 CY) collection	\$25.00 per load
1 full Boom Truck Load 22 yds of service	\$50.00 per load
Bagged Grass Clippings	\$0.00 per load
Loose Grass Clippings	\$5.00 per load
<i>Commercial Curbside Collection</i>	\$150.00 per load
<i>Residential Drop-Off at Mulching Facility</i>	
Murfreesboro City Resident	\$0.00
<i>Commercial Drop-Off at Mulching Facility</i>	
6’x6’x6’ (8 CY) or less	\$40.00 per load

12'x6'x6' (16 CY)
12x9x6 (24 CY)

\$75.00 per load
\$100.00 per load

(c) Bulk Item Collection:

For pickup of curbside bulky items such as couches, chairs, furnishings, mattresses, and box springs, please call 24 hours in advance of your trash service day. Service charges will apply for bulk item collection at \$10 per item for the first 3 items and \$30 per item for every item over 3. Applicable charges will be applied to your utility account.

(d) Replacement Solid Waste Carts

Current Market Cost

(e) Special Event or Property Clean-up Solid Waste Services Determined by Solid Waste Director per event or occurrence

SECTION 2. This Resolution shall be effective on July 1, 2023.

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

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Plan of Services, Annexation, and Zoning for property along
Manson Pike
[Public Hearings Required]

Department: Planning

Presented By: Brad Barbee, Planner

Requested Council Action:

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

Summary

Annexation of approximately 8.63 acres and zoning of approximately 8.23 acres, respectively, located along the north side of Manson Pike southeast of I-840.

Staff Recommendation

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

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

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

Background Information

Marsha Love initiated a petition of annexation [2023-502] for approximately 8.23 acres located along Manson Pike. The City developed its plan of services for this area. Additionally, Ryan Companies US, Inc. presented to the City a zoning application [2023-404] for the same 8.23 acres to be zoned PND (Planned Institutional District) simultaneous with annexation. During its regular meeting on April 5, 2023, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will allow for the future development of a K-8 school. Quality schools contribute to the desirability of an area for future economic development opportunities.

Attachments:

1. Resolution 23-R-PS-16

2. Resolution 23-R-A-16
3. Ordinance 23-OZ-16
4. Maps of the area
5. Planning Commission staff comments from the 04/05/2023 meeting
6. Planning Commission minutes from 04/05/2023 meeting
7. Plan of services
8. Rutherford Collegiate Prep PND pattern book
9. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 5, 2023**

PROJECT PLANNER: MARINA RUSH

4.c. Annexation petition and plan of services [2023-502] for approximately 8.63 acres located along Manson Pike, including right-of-way of approximately 130 linear feet of Manson Pike, Marsha Love applicant.

Marsha Love, represented by Mr. Matt Taylor of SEC, Inc., has submitted a petition requesting her property be annexed into the City of Murfreesboro. The subject property is located along the north side of Manson Pike southeast of I-840 and is approximately 8.23 acres in size. The annexation study area includes a 130 linear-foot segment of the Manson Pike right-of-way (ROW) of approximately 0.40 acres. On March 6, 2023, the Rutherford County Road Board voted to consent to the annexation of the segment of Manson Pike ROW. The total study area is 8.63 acres and includes the following:

1. Segment of Manson Pike ROW: 0.4 acres
2. Tax Map 078, Parcel 01601: 8.23 acres

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the city limits along the northwest property line (I-840 ROW) and to the south. The property is currently developed with a single-family residence and accessory structures.

Simultaneous with this application is a request to zone the property to PND (Planned Institutional District - Rutherford Collegiate Prep) to allow the development of a 2-story, 56,000 square-foot charter school grades K-8. In addition, the City is proposing an update to the Murfreesboro 2035 Comprehensive Plan Chapter 4 - Future Land Use Map and text, and this update proposes a "Service Infill Line" to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. The study area is located within this proposed Service Infill Line depicted on the update to the Future Land Use Map.

Plan of Services

Staff has prepared an annexation study and plan of services (POS) for the proposed study area, as described above. The POS provides detailed information

regarding each of the city services. The POS demonstrates that City services can be provided to the subject property.

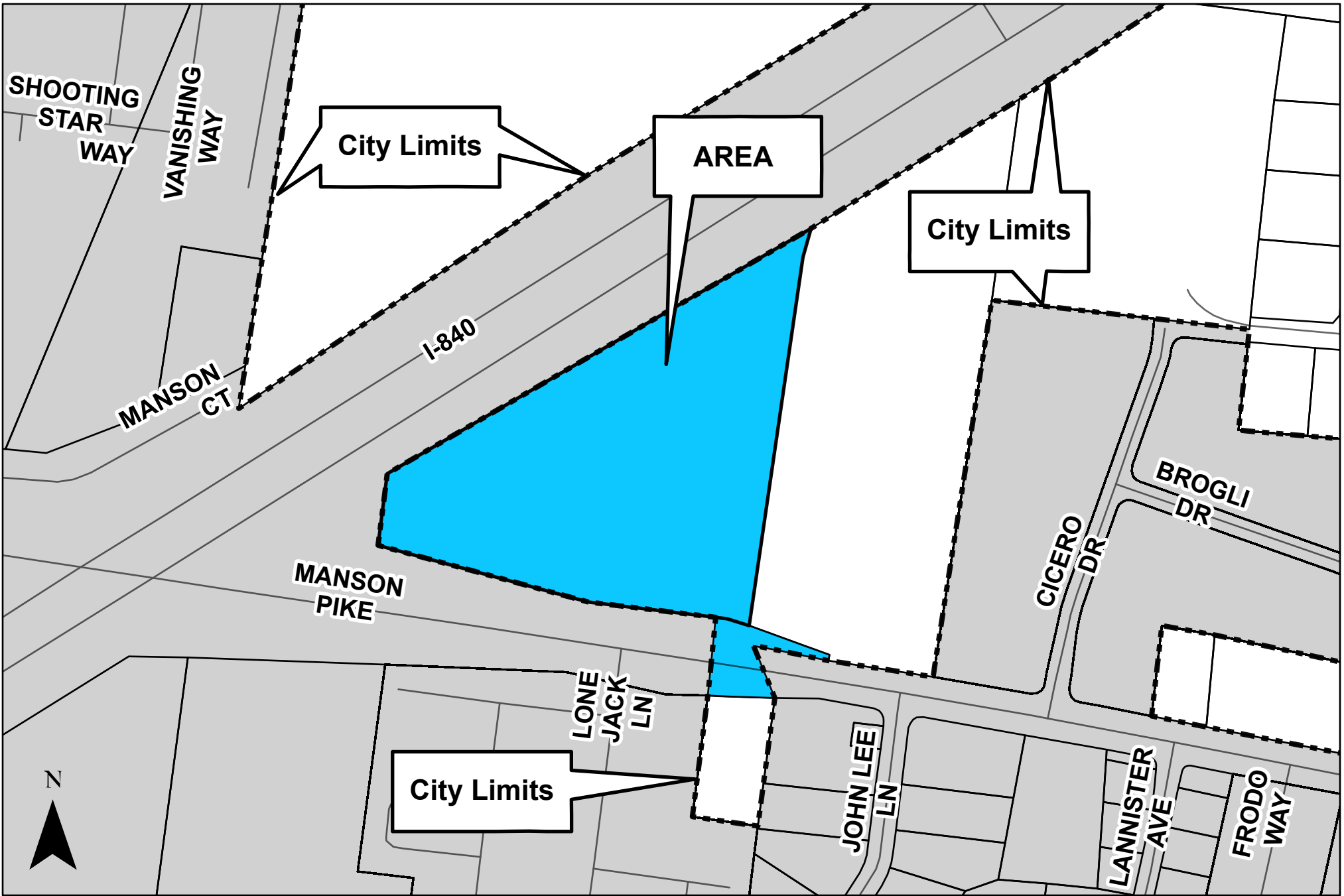
Staff Recommendations:

Staff recommends approval of the annexation based on the following reasons:

- a. Study area is contiguous with the existing City limits.
- b. Study area is within the Service Infill Line of the proposed update to the Future Land Use Map.
- c. City services can be provided to the subject property upon annexation.

Action Needed:

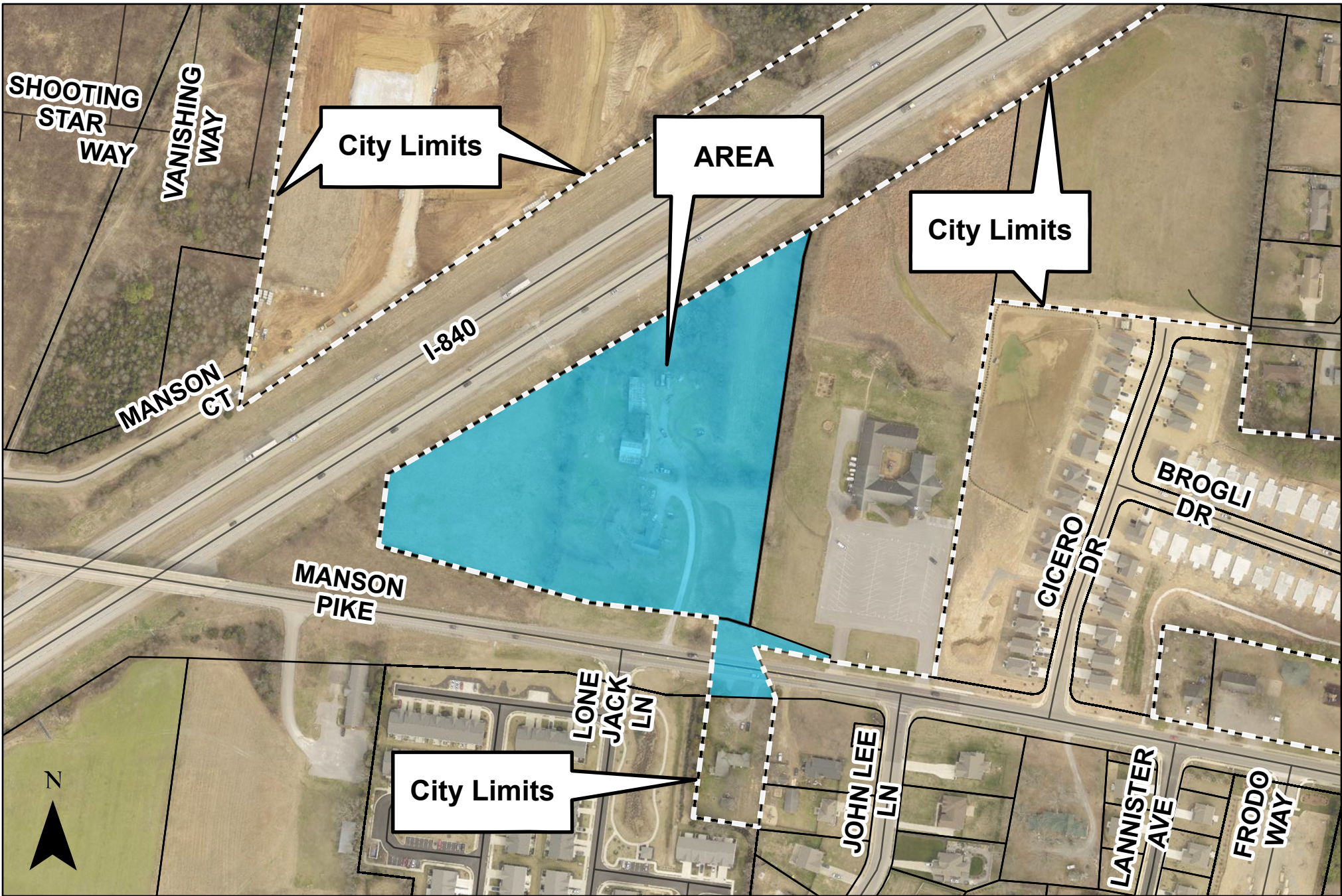
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council.



Annexation request for property along Manson Pike



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



Annexation request for property along Manson Pike



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Marsha Love
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Marsha Love dotloop verified 01/05/23 11:24 AM CST 208L-SLW78GCK-MPSC Status: Single Date: 1/5/2023

Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

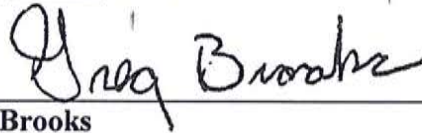
Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that segment of Manson Pike directly north of the northern property line of 4403 Manson Pike, totaling approximately 130 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Manson Pike shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on March 6, 2023 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 6 day of March 2023.



Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 6 day of March 2023


NOTARY PUBLIC

My Commission Expires: 4-23-2024



**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
APRIL 5, 2023**

7:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Executive Dir. Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smith, Principal Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

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. Approve minutes of the March 15, 2023 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the March 15, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 5, 2023

Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Annexation petition and plan of services [2023-502] for approximately 8.6 acres

located along Manson Pike, Marsha Love applicant. Ms. Marina Rush 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.

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

There being no further discussion, Mr. Shawn Wright made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote.

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

RESOLUTION 23-R-PS-16 to adopt a Plan of Services for approximately 8.6 acres located along Manson Pike, Marsha Love, applicant [2023-502].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on April 5, 2023 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on May 18, 2023, pursuant to a Resolution passed and adopted by the City Council on April 12, 2023, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on May 2, 2023; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 23-R-A-16**, 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

SEAL

Resolution 23-R-PS-16

VANISHING WAY

City Limits

Area to be annexed

City Limits

I-840

MANSON PIKE

CICERO DR

City Limits

LONE JACK LANE

JOHN LEE LN



ALAN SIS LN

Resolution 23-R-PS-16

**ANNEXATION REPORT FOR MANSON PIKE
INCLUDING PLAN OF SERVICES
(FILE 2023-502)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
APRIL 5, 2023**



Annexation request for property along Manson Pike



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

INTRODUCTION

OVERVIEW

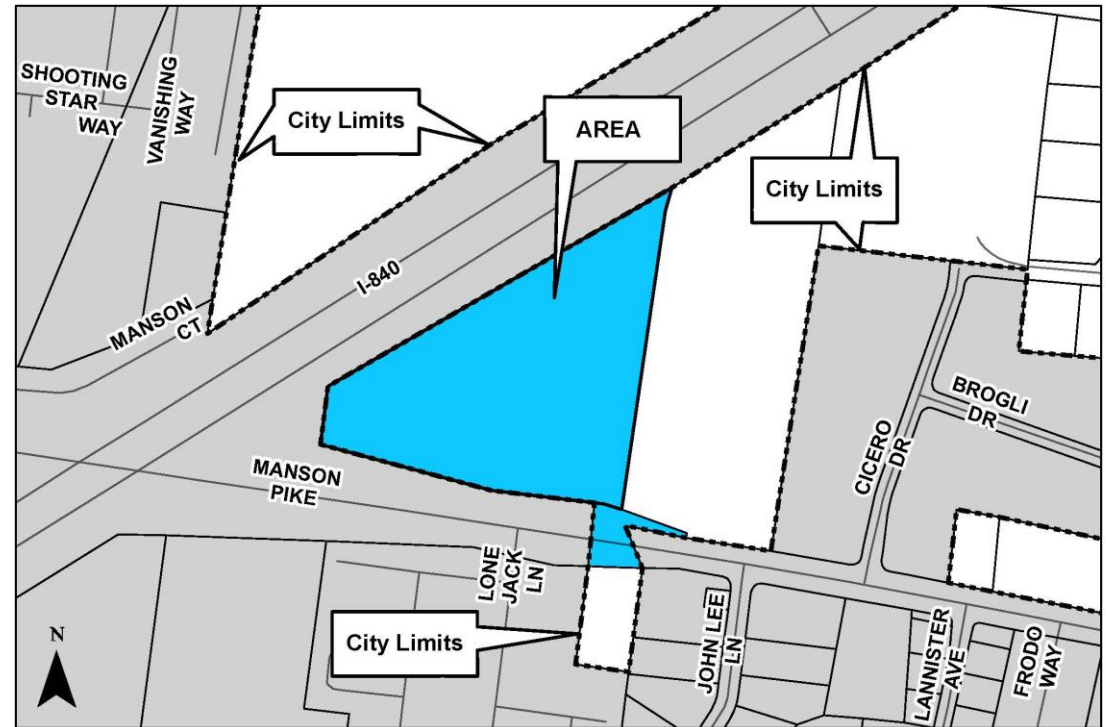
Marsha Love has submitted a petition requesting her property be annexed into the City of Murfreesboro. The subject property is located along the north side of Manson Pike southeast of I-840 and is approximately 8.23 acres in size. The annexation study area includes a 130 linear-foot segment of the Manson Pike right-of-way (ROW) of approximately 0.40 acres. On March 6, 2023, the Rutherford County Road Board voted to consent to the annexation of the segment of Manson Pike ROW. The total study area is 8.63 acres and includes the following:

- Manson Pike ROW (0.4 acres)
- Tax Map 078, Parcel 01601 (8.23 acres)

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the city limits along the northwest property line (I-840 ROW) and to the south. The property is currently developed with a single-family residence and accessory structures.

Simultaneous with this application is a request to zone the property to Planned Institutional District (PND - Rutherford Collegiate Prep) to allow for the

development of a 2-story, 56,000 square-foot charter school for grades Kindergarten-8th.



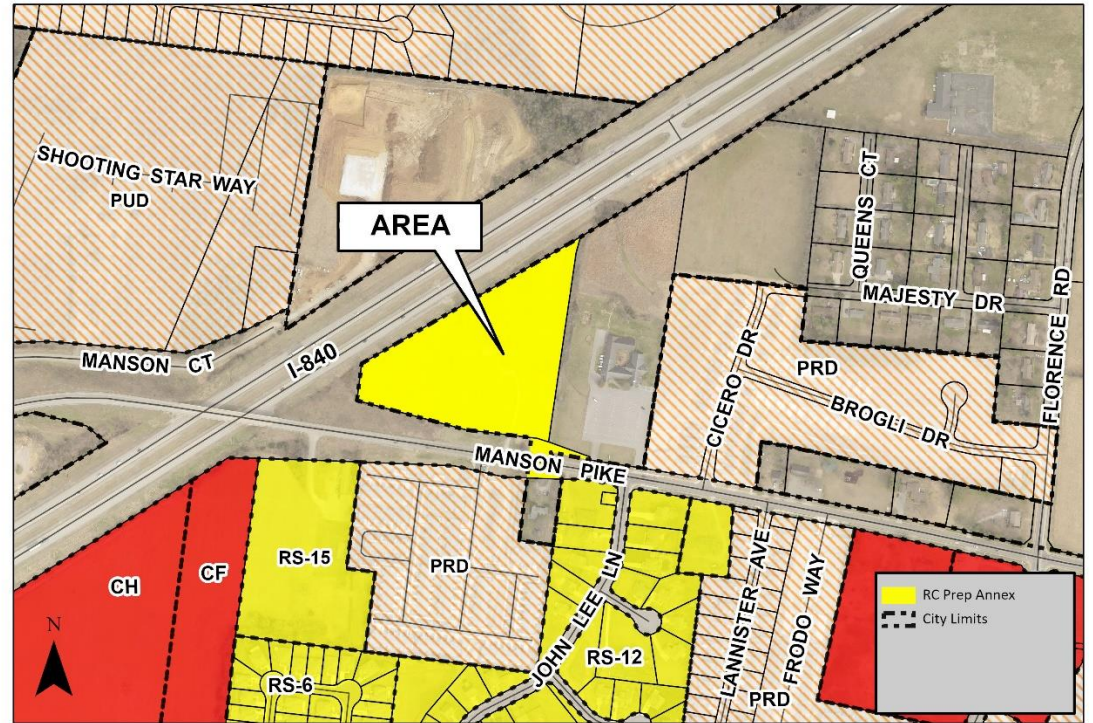
Annexation request for property along Manson Pike

0 225 450 900 1,350
US Feet

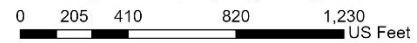
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

SURROUNDING ZONING

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated County. The surrounding area consists of a mixture of zoning, including land to the east is zoned Medium Density Residential (RM) in Rutherford County, land to the south is zoned CF, RS-15, RS-12 and PRD. The property to the northwest is the Interstate-840 ROW.



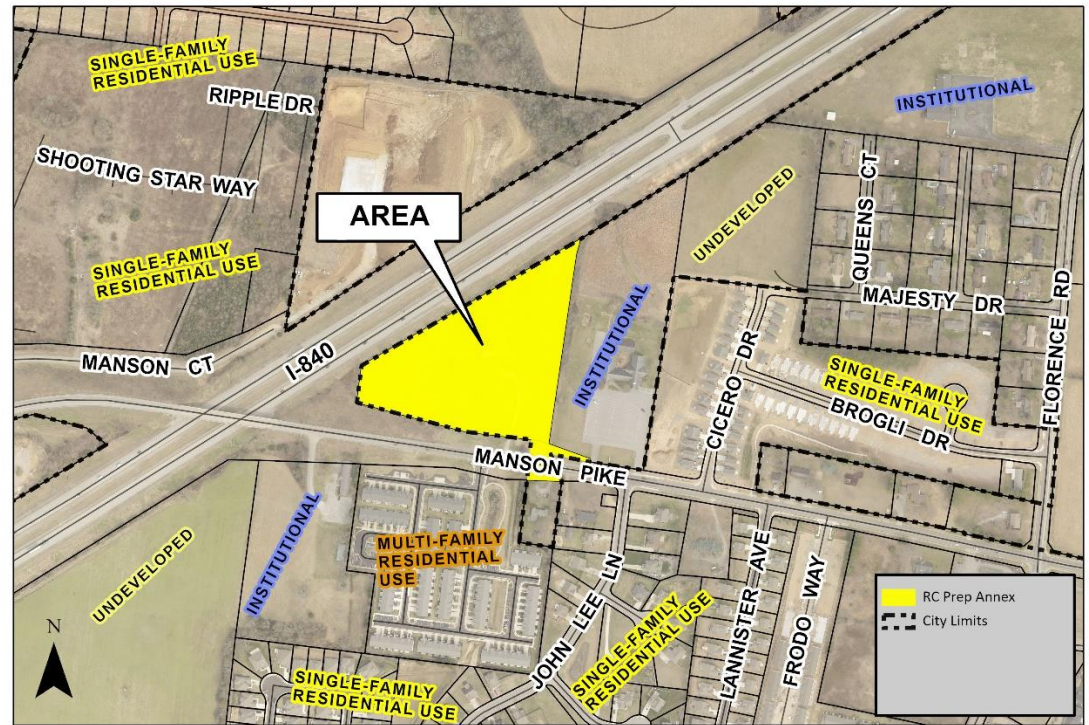
Annexation request for property along Manson Pike



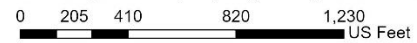
Planning Department
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www.murfreesborotn.gov

PRESENT AND SURROUNDING LAND USE

The study area is currently developed with a single-family residence. A mixture of uses is developed on the properties in the surrounding area. To the east is an institutional use, a church, and to the south are single family detached residences and a single-family townhome development. And to the southwest is vacant undeveloped land. Interstate-840 is located to the northwest of the property.



Annexation request for property along Manson Pike



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

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2023 will be due on December 31, 2024. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is currently developed with a single-family residence. Table I below shows total assessment and estimated City taxes.

***Table I
Estimated Taxes from Site***

Owner of Record	Acres	Land Value	Improvements + Yard Item Value	Total Assessment	Estimated City Taxes
Marsha Love	8.23	\$139,400	\$127,600 + \$13,800	\$70,200	\$905

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

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the study area immediately upon the effective date of annexation. If the property is zoned PND, it will have little impact upon police services. This property is in Police Zone #4.

ELECTRIC SERVICE

Middle Tennessee Electric (MTE) is currently serving the existing residence on the subject property. MTE has capacity to accommodate any future development. Any new electrical infrastructure installed to serve the future development will be required to adhere to MTE standards.

STREET LIGHTING

Street lighting maintained by MTE exists along the south side of Manson Pike. New development would not impact existing streetlights.

SOLID WASTE COLLECTION

The study area is currently developed with a single-family residence. Upon annexation, the Murfreesboro Solid Waste Department will be responsible for providing a cart, and the day of the week for service will be Thursday. If the property is developed with a school, the plan book commits to utilizing a private solid waste management service for the development. As such, the Murfreesboro Solid Waste Department will not service the future school development.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The property is currently developed with a single-family residence and would have minimal impact on MCS in its current state. If annexed, the

property would become part of the Overall Creek Elementary school zone.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering

Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area does not include any additional public roadway systems. The study area has access to existing Manson Pike ROW and includes approximately 130 linear feet of Manson Pike ROW. Manson Pike is an existing 2-lane, ditch section roadway with a left turn lane for Lone Jack Lane to the south. Manson Pike is proposed as a five-lane roadway on the City's Major Transportation Plan. Adequate right-of-way is available for the proposed upgrades to Manson Pike. Additionally, development along Manson Pike will require participation in construction of improvements to the roadway and easement dedication in accordance with the City's Substandard Street requirements. Any future public roadway facilities to serve the study area must be constructed to City standards. No additional public roadways are included in the study area.

REGIONAL TRAFFIC & TRANSPORTION

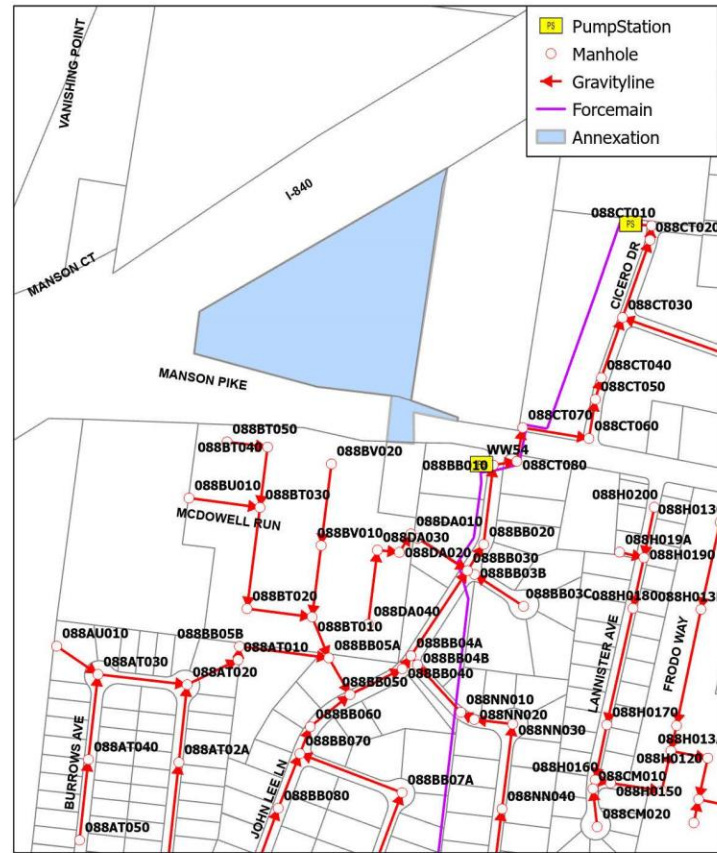
The study area is currently served by Manson Pike as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Manson Pike falls to an undesirable level of service of E without the proposed improvements recommended in the 2040 MTP.

SANITARY SEWER SERVICE

According to the Murfreesboro Water Resources Department (MWRD), in order to serve the property requesting annexation, an off-site sanitary sewer easement must be obtained from the adjacent property owner to the east and an 8” sanitary sewer main extension would be required from its current location to the requesting property. The developer will be responsible for obtaining the necessary off-site easement as well as extending sanitary sewer to the property and within 150’ of the building. The easement must be dedicated to the City and recorded prior to approval of the project. The developer will also be responsible for the upgrades necessary to the downstream pump station within Blackman Village, with the construction of the school.

Per the Sewer Allocation Ordinance (SAO) and a Planned Institutional zoning, the property is allotted 28 single family units (sfu’s) on 8.23 acres (8.23 acres * 3.4 sfu/acre = 28 sfu). Per the anticipated sewer usage provided for the development of 3 sfu’s, this development would meet the requirements of the SAO.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department. The red lines on the map below represent the approximate location of the gravity sewer line.



MURFREESBORO WATER RESOURCES DEPARTMENT

Annexation Request Manson Pike



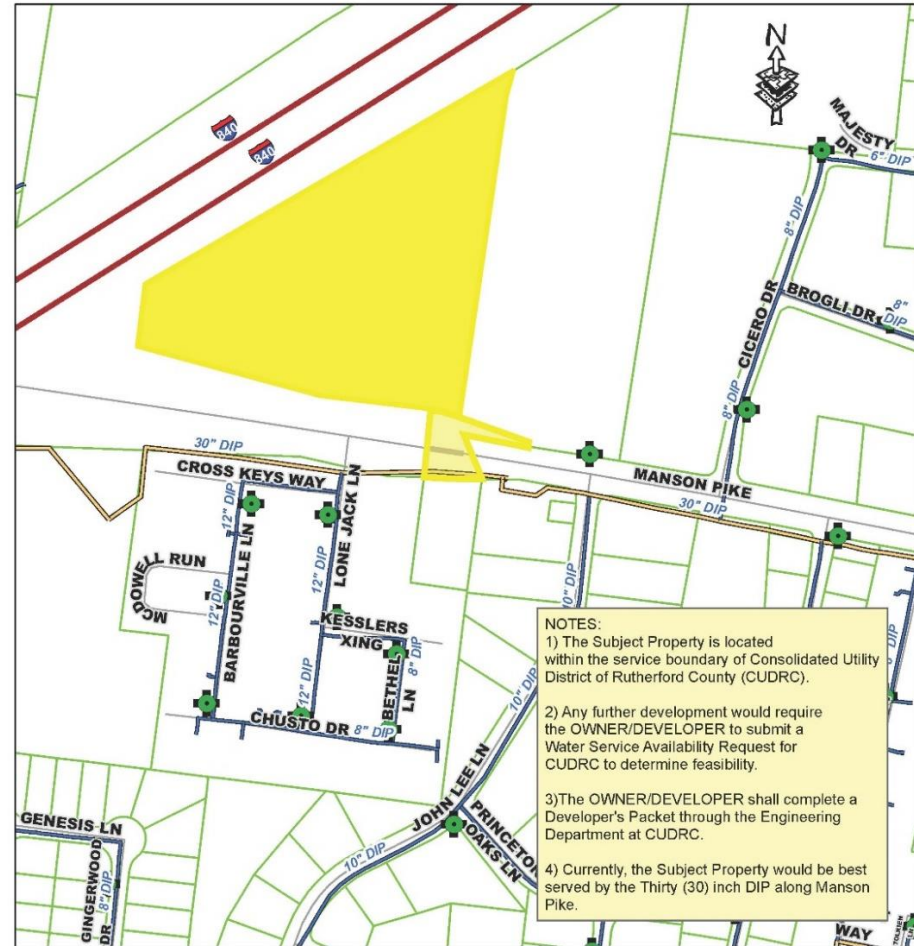
WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUD) service area. CUD does not currently serve the existing residence.

A 30--inch ductile iron water main (DIP) is located along Manson Pike. This water line can serve the annexation study area and the future development of a school for grades K-8, as illustrated in the attached exhibit.

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

Manson Pike Annexation Request Map 78 Parcel 16.01



- SUBJECT PROPERTY
- CUD HYDRANT
- CUD DIST. MAIN
- CUD TRANS. MAIN

MARCH 3, 2023

TAX MAP: 78
PARCEL: 16.01

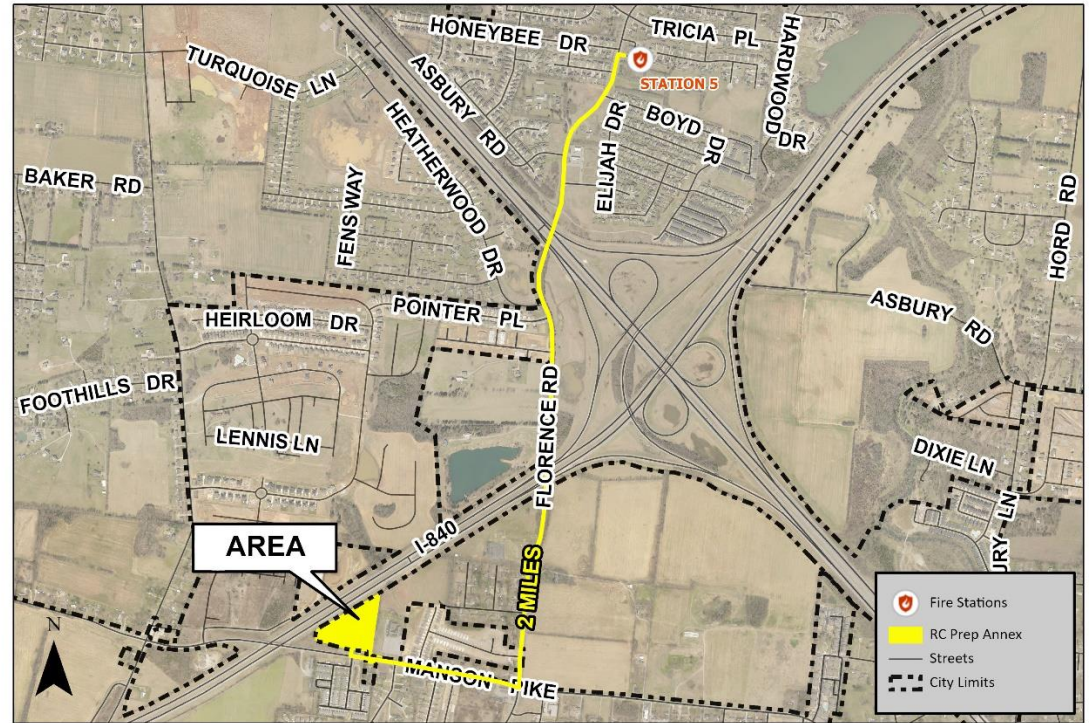
0 250 500 Feet



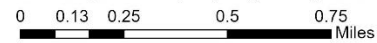
FIRE AND EMERGENCY SERVICE

The study area is currently developed with a single-family residence. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. MFRD can also provide fire protection upon annexation.

Currently the study area is located 2.0 miles from Fire Station #5 (3016 Florence Road). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



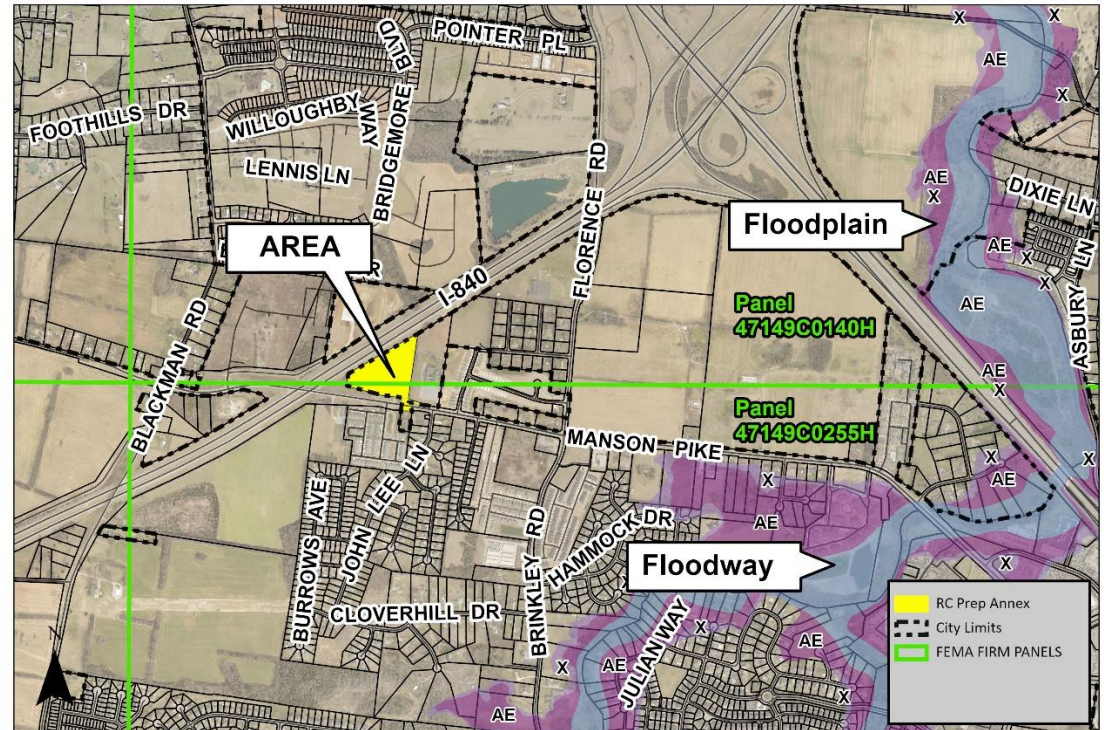
Annexation request for property along Manson Pike



Planning Department
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 111 West Vine St
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www.murfreesborotn.gov

FLOODWAY

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



Annexation request for property along Manson Pike



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DRAINAGE

Public Drainage System

Public drainage facilities are located along and within the Manson Pike ROW and Interstate 840. This drainage system is the responsibility of the City of Murfreesboro for Manson Pike and TDOT for I-840 for routine maintenance. No new public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

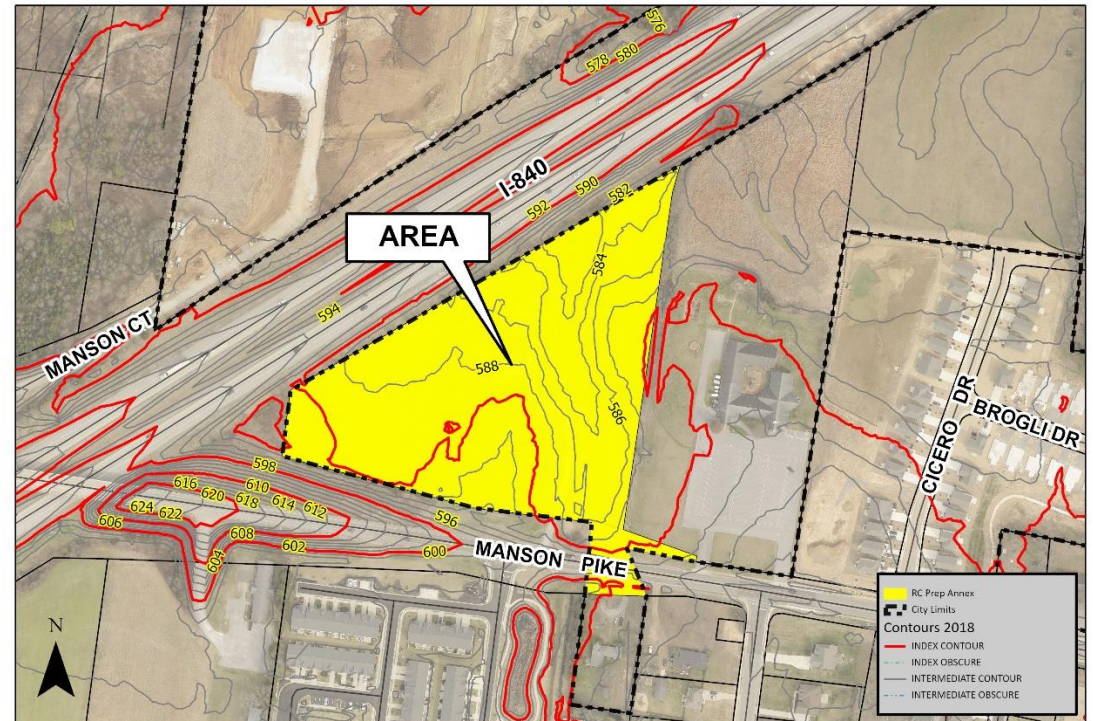
Regional Drainage Conditions

Regional drainage flows north to the ROW of I-840.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The annexation study area is developed with a single-family residence and will generate approximately \$700 annually in revenue for the Stormwater Utility Fund upon full buildout of the school.

The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



Annexation request for property along Manson Pike

0 115 230 460 690
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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ANNEXATION FOLLOW-UP

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

RESOLUTION 23-R-A-16 to annex approximately 8.6 acres located along Manson Pike (Tax Map 78, Parcel 16.01), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Marsha Love, applicant [2023-502].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 23-R-PS-16** on May 18, 2023; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on April 5, 2023 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 23-OZ-16**, 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

43A2036E64F0401...
Adam F. Tucker
City Attorney

SEAL

Resolution 23-R-A-16

VANISHING WAY

City Limits

Area annexed

City Limits

I-840

MANSON PIKE

CICERO DR

City Limits

LONE JACK LANE

JOHN LEE LN



ALDIS LN

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 5, 2023**

PROJECT PLANNER, MARINA RUSH

4.d. Zoning application [2023-404] for approximately 8.23 acres located along Manson Pike to be zoned PND (Rutherford Collegiate Prep PND) simultaneous with annexation, Ryan Companies US, Inc. applicant.

The applicant, Ryan Companies US, Inc., and school operator, ReThink Forward Inc., represented by Mr. Matt Taylor of SEC, Inc., are requesting to zone the property to PND (Planned Institutional District - Rutherford Collegiate Prep) simultaneous with annexation. The requested zoning to PND is to allow the development of a 2-story, 56,000 square-foot charter school grades K-8.

The subject property is approximately 8.23 acres and is located along the north side of Manson Pike and southeast of I-840. It is currently developed with a single-family residence and accessory structures. The property tax map and parcel number is, Tax Map 078, Parcel 01601.



Adjacent Zoning and Land Uses

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated County. The surrounding area consists of a mixture of zoning types and land uses. The land to the east is zoned Medium Density Residential (RM) in Rutherford County and is developed with a church. The land to the south is zoned CF and is vacant, and other properties to the south are zoned RS-15, RS-12 and PRD and developed with single-family detached houses and single-family attached townhomes. The property to the north and northwest is the Interstate-840 right-of-way (ROW).

Rutherford Collegiate Prep PND

The Rutherford Collegiate Prep development will consist of one 2-story building, approximately 56,000 square feet in size. It will house 33 classrooms, science and art labs, gymnasium/multi-purpose room, restrooms, and office space. The school campus will provide an outdoor play field for daytime activities. At capacity, the K-8th school will have 770 students and approximately 50 faculty and staff. The building will be constructed in one phase with no future additions planned at this time in the pattern book. The school hours of operation will mirror most of the nearby schools (8am - 3pm, Monday - Friday) with little to no nightly or weekend activities.

Roads and Access:

Proposed is a single ingress/egress into the site via Manson Pike. This entrance will merge into a 3-lane internal road for onsite queuing and one-direction circulation that extends around the perimeter of the property and through the parking lot to exit through the main driveway. The student drop-off/pick-up will be on the west side of the building, and staff, faculty and guest parking will be in front. Staff discussed with the applicant revising the site circulation between the building and ROW for one-way direction, if desired, and no changes will be made at this time as this is typically determined by school administration once they are in operation.

Also proposed is an emergency gated entrance/exit (to operate on YELP mode) via Manson Pike to the east of the main entrance. To allow for potential future connectivity, a stub is proposed at the northeast portion of the property to the church property for with a future emergency entrance/exit.

Manson Pike is currently built as a 3-lane cross section and classified as major arterial road. Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), Manson Pike is planned to be improved to a 5-lane road. Staff has requested the applicant to complete a traffic impact study (TIS). This TIS will be

completed and reviewed and approved by staff prior to a site plan application submittal for construction of the school. Any recommendations made in the TIS will be incorporated into the project site design, as well as participation in Manson Pike improvements.

Building Design

The building material proposed is a concrete tilt-wall panel design with a steel frame structure. As shown on the building rendering, the panels will be stamped and embellished with patterns to simulate the look of brick, siding, and stucco. The roof line has variation in height and the wall plane has a variety of offsets and projections to mimic wood frame construction. The classrooms will have windows, whereas the gymnasium, located at the rear of the building, will not. The main building entrance faces Manson Pike and will have a projected canopy with columns. The exterior walls will also have a smooth texture with horizontal and vertical reveals.





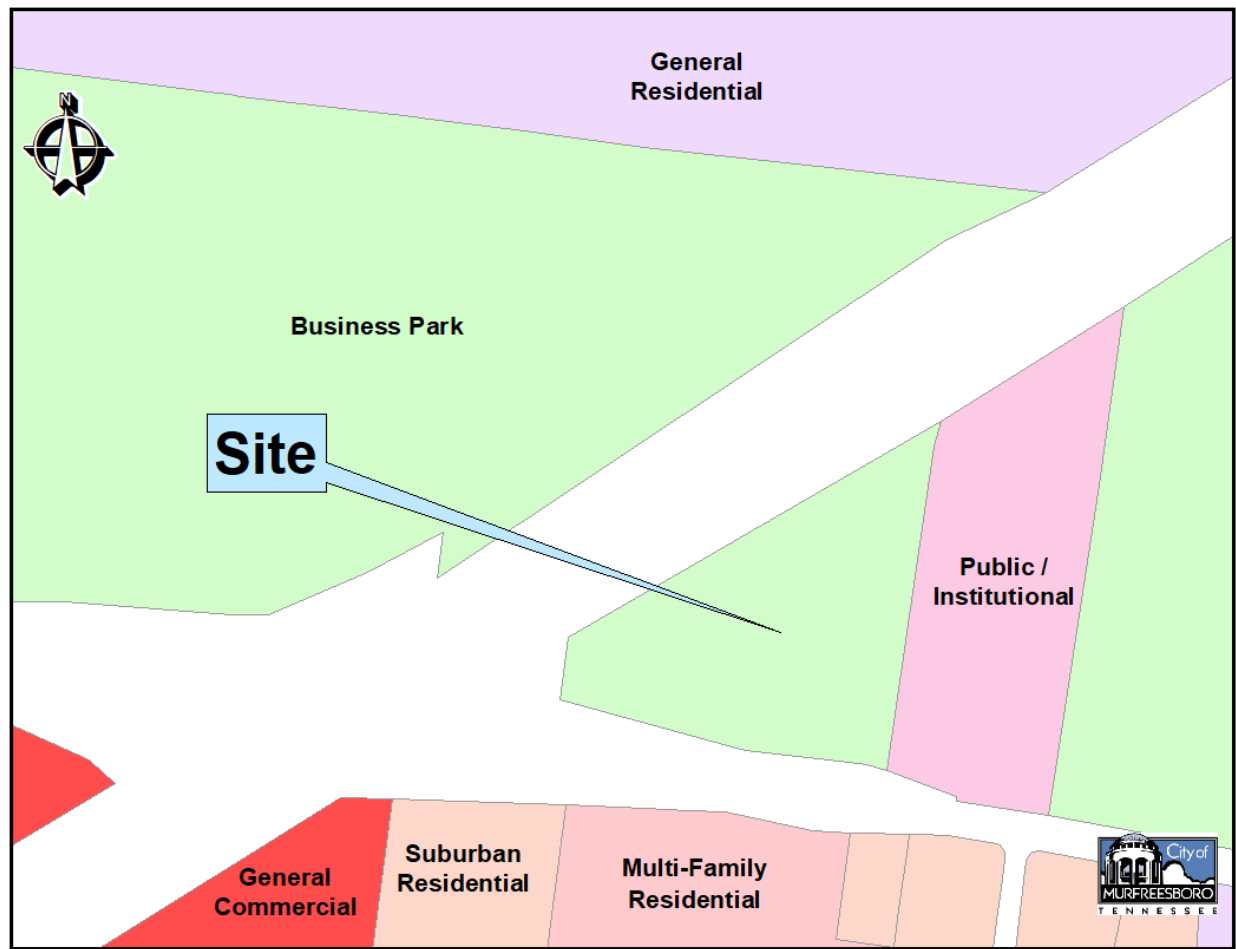
Exceptions Requested:

There are no exceptions requested.

Future Land Use Map

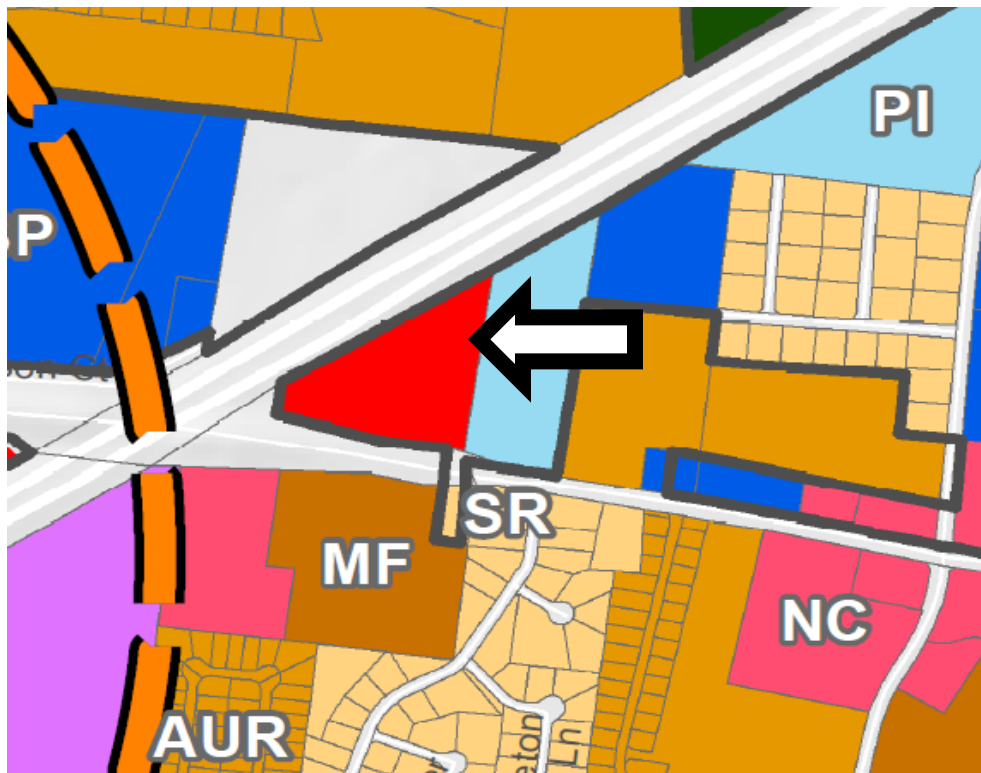
The current Future Land Use Map of the Murfreesboro 2035 Comprehensive Plan indicates that Business Park is the most appropriate land use character for the project area. Characteristics of this land use character are high-quality office parks, employment opportunities developed in a campus-like setting. In addition to office, medical and technology offices as uses, it also includes public/private institutional uses. As such, the PND zoning to allow for a school would be consistent with this land use category.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



The update to the future land use map and Chapter 4 text of the Murfreesboro 2035 Comprehensive Plan is in process, and the proposed update to the Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates “General Commercial” as the most appropriate land use character. Auto-Urban (General) Commercial character is typically high intensity commercial businesses with a large amount of land area for operations, and is typically developed with strip commercial, commercial centers, auto-focused commercial uses, restaurants, etc. and requires a significant amount of land area due primarily to providing on-site parking. The institutional use as a school grades K-8 is a compatible use in this land use category as schools are an allowed use within the commercial zoning districts of the city. In addition, the update proposes a “Service Infill Line” to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. The study area is located within this proposed Service Infill Line depicted on the update to the Future Land Use Map. As such, the PND zoning to allow for a school would be consistent with this land use category and Infill Service Line in the update to the FLUM.

Proposed Update to the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



It is staff's opinion that the proposed rezoning request to PND is consistent with both the current FLUM and proposed revision to the FLUM because institutional uses are allowed in both land use categories.

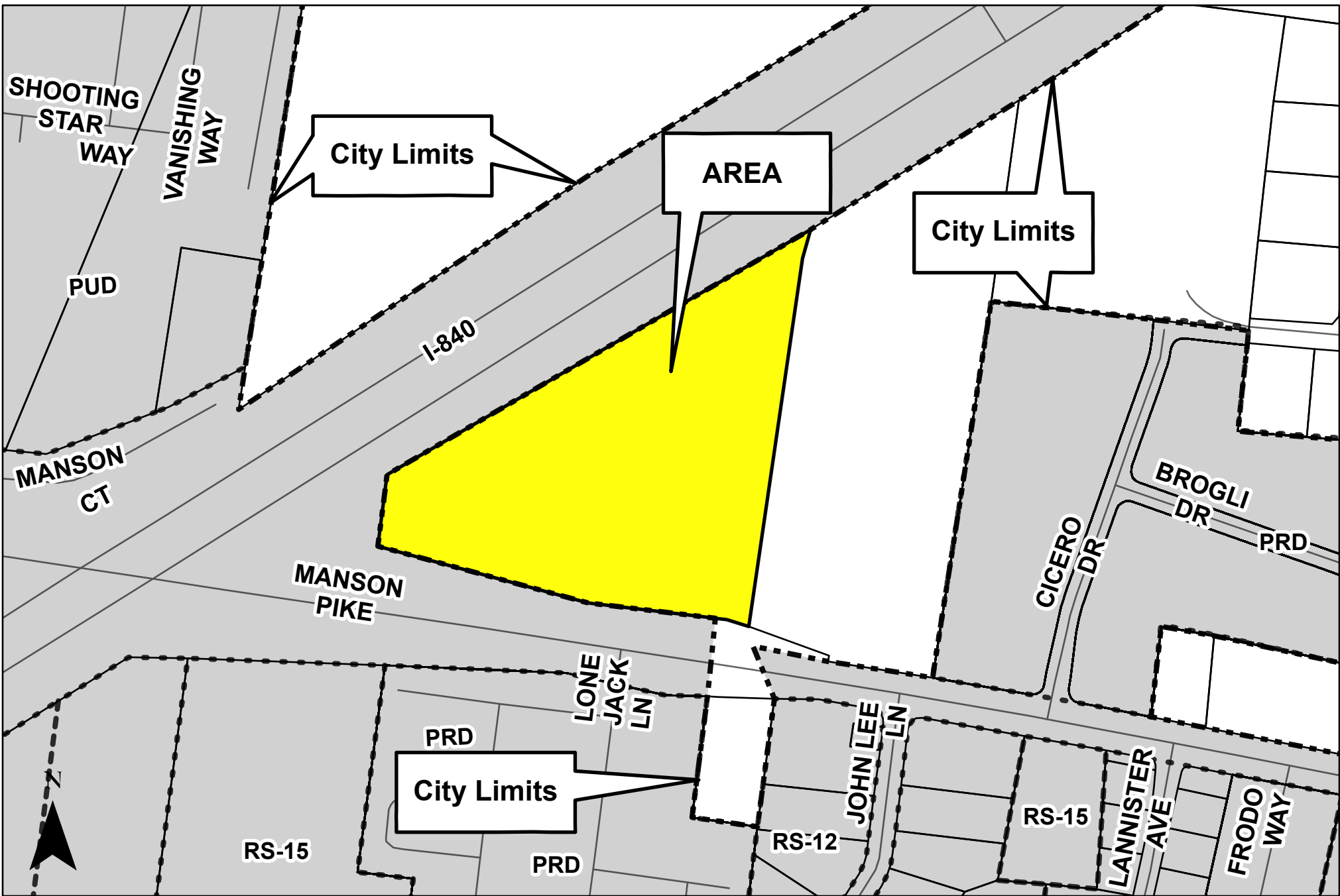
Recommendation:

Staff is supportive of this zoning request for the following reasons:

- 1) Rutherford Collegiate Prep PND zoning is consistent with both the current and proposed FLUM because institutional uses are compatible uses within the designated land use categories.
- 2) Rutherford Collegiate Prep PND is compatible with the adjacent institutional land use, a church, and the adjacent residential and commercial land uses in the area.

Action Needed:

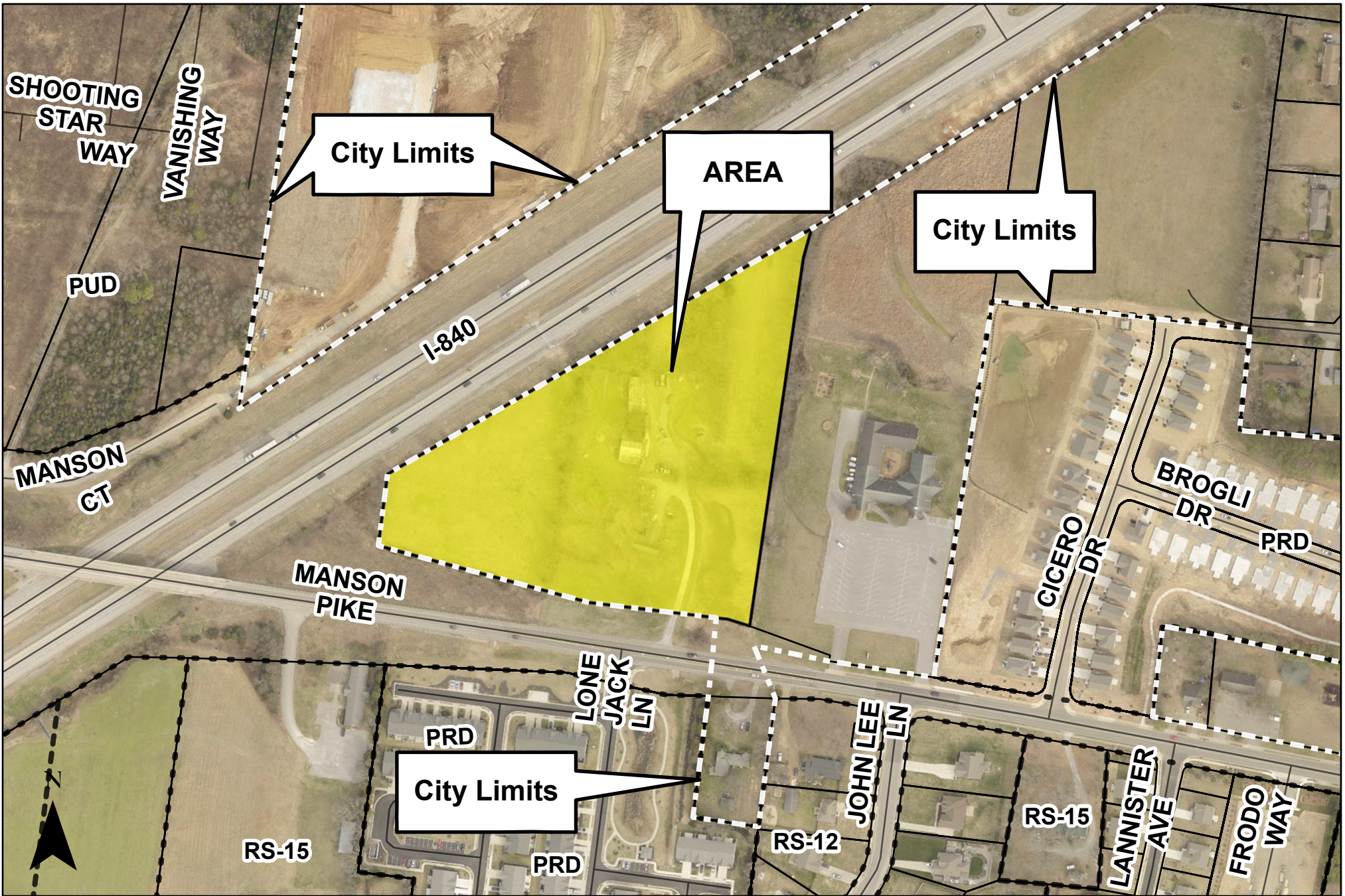
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to make a presentation and to answer any questions or provide clarifications regarding the proposed zoning.



**Zoning request for property along Manson Pike
PND (Rutherford Collegiate Prep PND) simultaneous with annexation**



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



**Zoning request for property along Manson Pike
PND (Rutherford Collegiate Prep PND) simultaneous with annexation**



Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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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: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: _____

PROPERTY OWNER: _____

Street Address or property description: _____

and/or Tax map #: _____ Group: _____ Parcel (s): _____

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

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

Amount paid: _____ **Receipt #:** _____



RUTHERFORD COLLEGIATE PREP

A REQUEST FOR ANNEXATION AND REZONING FROM MEDIUM DENSITY RESIDENTIAL (RM) TO A PLANNED INSTITUTIONAL DISTRICT (PND)
Murfreesboro, Tennessee



SEC Project #22860

Initial Submittal
February 9th, 2023

Resubmittal
March 3rd, 2023 for March 15th, 2023
Planning Commission Workshop Meeting

Resubmittal
March 23, 2023 for the April 5, 2023
Planning Commission Public Hearing

Resubmittal
April 25, 2023 for the May 18, 2023
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: Ryan Companies US, Inc.
 Profession: Developer & Contractor
 Attn: Tyler Lohmiller
 Phone: (813) 204-5008
 Email: tyler.lohmiller@ryancompanies.com
 Web: www.ryancompanies.com

201 N. Franklin Street, Suite 3500
 Tampa Florida 33602



Company Name: Rethink Forward, Inc.
 Profession: Owner
 Attn: Matt Herriman
 Phone: (731) 609-6995
 Email: matt@nobleeducationinitiative.com
 Web: http://rethinkforward.org

1831 12th Avenue South, Suite 188
 Nashville, TN 37203



Company Name: Noble Education Initiative Inc.
 Profession: Scholl Managment
 Attn: Matt Herriman, Director of External Affairs & Development
 Phone: (731) 609-6995
 Email: matt@nobleeducationinitiative.com
 Web: http://rethinkforward.org

1831 12th Avenue South, Suite 188
 Nashville, TN 37203

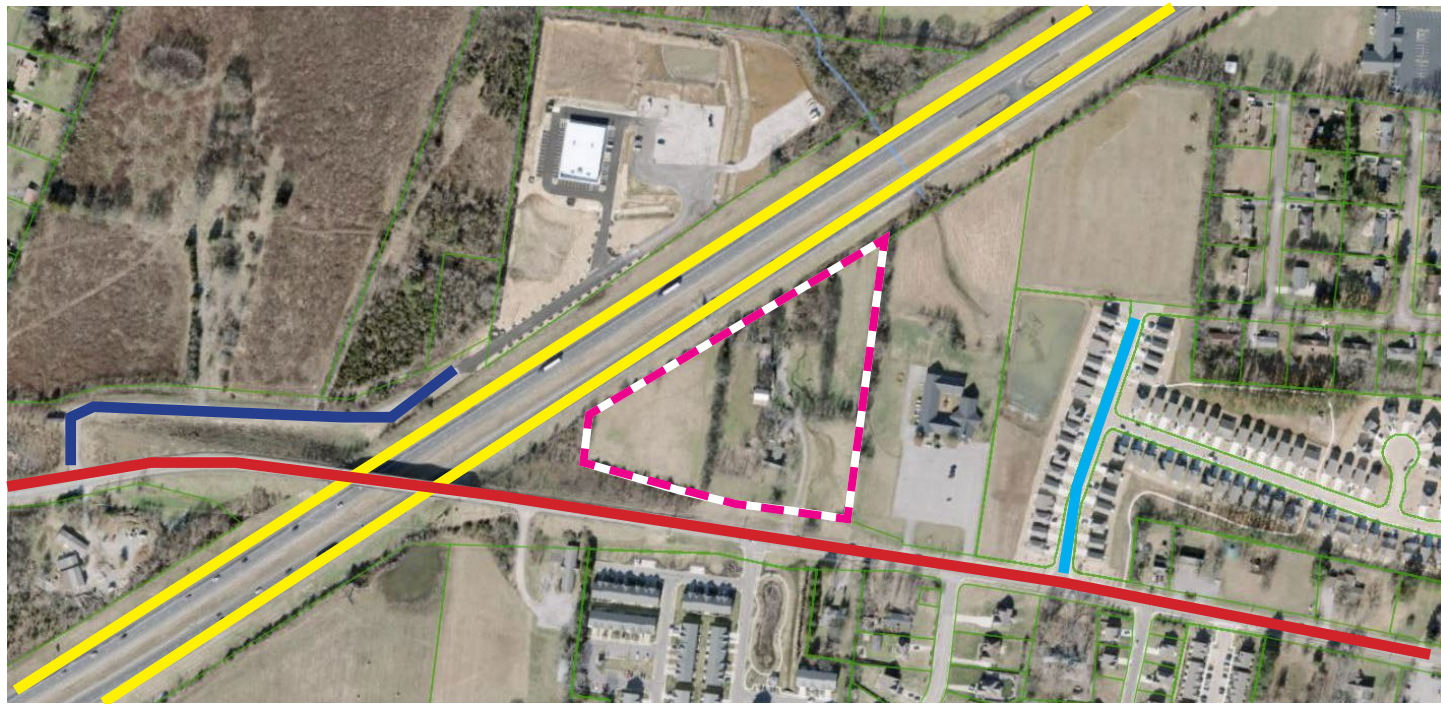


Company Name: LAI Group
 Profession: Architect
 Attn: Steve Grinavic
 Phone: 239-405-6888
 Email: steveg@laidesignassoc.com
 Web: https://laidesignassoc.com

9911 Corkscrew Road, #202
 Estero, FL 33928

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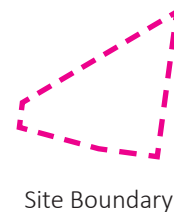
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 without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale

- I-840 Freeway
- Manson Court
- Manson Pike
- Cicero Drive



Site Boundary

Rethink Forward Inc., respectfully requests annexation and rezoning of the Love Property at 4418 Manson Pike from Medium Density Residential (RM) in Rutherford County to Planned Institutional District (PND) to create Rutherford Collegiate Prep. The property is located along the northern side of Manson Pike and east of I-840. The site is identified as Parcel 16.01 of Tax Map 078, and is deeded for approximately 8.23 acres.

Rutherford Collegiate Prep will consist of a two story building approximately 56,000 square feet in size. The School will house 33 classrooms as well as Science, Art and Music labs. Each grade level's classrooms will consist of operable partitions to provide for an open, collaborative learning environment. The school campus will have a gymnasium/multipurpose room as well as an outdoor play field for daytime activities. At capacity, the school will educate 770 students (K-8th), accompanied by approximately 50 faculty and staff. The building will be constructed in one phase with no future additions planned at this time. The school hours of operation will mirror most of the nearby schools (8am - 3pm, Monday - Friday) with little to no nightly or weekend activities.

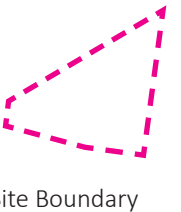
Rutherford Collegiate Prep will have access to Manson Pike and has taken steps to ensure a smooth integration with the surrounding community. School signage, designed with materials consistent with the architecture of the school, will be located along Manson Pike and anchored with landscaping.



ZONING MAP

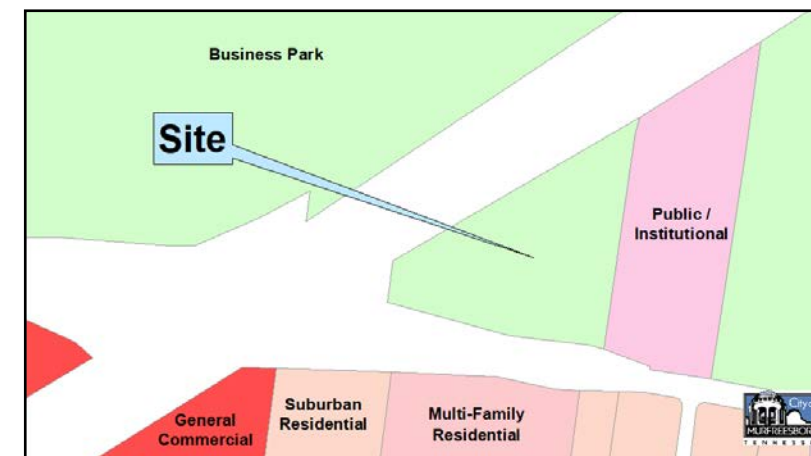
Not To Scale

- | | |
|---|---|
| RS-15 Residential Single-Family (RS-15) | RM Medium Density Residential (RM) Rutherford County |
| RS-12 Residential Single-Family (RS-12) | CG Commercial General (CG) Rutherford County |
| CF Commercial Fringe (CF) | PUD Planned Unit District (PUD) Rutherford County |
| PRD Planned Residential District (PRD) | |



Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east is zoned Medium Density Residential (RM-Rutherford County) and Planned Residential District (PRD-City of Murfreesboro). The land to the north, across I-840, is zoned Commercial General (CG-City of Murfreesboro). The land to the south across Manson Pike is zoned Commercial Fringe (CF-City of Murfreesboro), Residential Single-Family (RS-15-City of Murfreesboro), Medium Density Residential (RM-Rutherford County) and Planned Residential District (PRD-City of Murfreesboro). Surrounding areas consist primarily of residential developments, churches and a community center with a few commercial developments.







FUTURE LAND USE MAP (FLUM)

The current Murfreesboro Future Land Use Map (FLUM) proposes this area as Business Park. The proposed institutional development is consistent with this land use designation. The proposed FLUM is proposing this property as General Commercial, so the proposed institutional development is also consistent with the forthcoming FLUM update. In general, institutional developments are permitted in any of the City's zoning districts.



SUBDIVISION MAP

Not To Scale

- | | | |
|---|--|--|
|  Shelton Grove |  Blackman Village |  Blackman United Methodist Church |
|  Braxton Parke |  Royal Court |  RAWSO Constructors |
|  Oakton | |  Blackman Community Club |
| | |  New Life Church of God |
-  Site Boundary

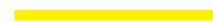


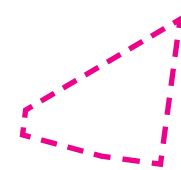
Rutherford Collegiate Prep is surrounded by a mixture of residential subdivisions, institutions, and commercial properties. Blackman Village and Royal Court are residential communities to the east of the proposed PND, consisting of either one or two story single-family detached homes with garages. The exterior elevations primarily consist of hardie board along all elevations with brick accents. Oakton and Braxton Parke are residential communities to the south of the proposed PND. Oakton consists of two story single-family detached homes with garages. The exterior elevations are a mixture of brick and vinyl. Braxton Parke is a townhome development with front loaded garages and front elevations consisting of masonry material and cement board. Shelton Square, across I-840 to the northwest, is a residential development consisting of one to two story single-family detached homes with garages. The exterior elevations consist of brick and cement board.

The proposed PND will be located within close proximity to three existing institutional uses. To the east is the Blackman United Methodist Church and the Blackman Community Club. The Blackman Community Club provides a playground, pavilions, basketball and pickle ball courts for the local community. Southwest across Manson Pike is the New Life Church of God.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

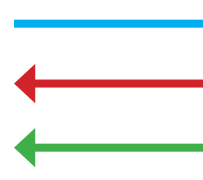
- | | |
|---|---|
|  | I-840 (FREEWAY) |
|  | MANSON PIKE - FIVE LANES (MAJOR ARTERIAL) |
|  | CICERO DRIVE (LOCAL) |
-  Site Boundary

The development has/will have access onto Manson Pike, is classified as a Major Arterial roadway. Manson Pike is currently constructed as a 3-lane major arterial roadway, with a center turn lane and no curb & gutter. Manson Pike is recommended to be improved from a 3-lane roadway to a 5-lane roadway per the 2040 Major Transportation plan. All remaining surrounding roadways are not currently slated for improvements.



UTILITY MAP

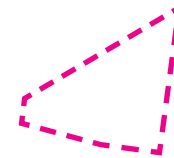
Not To Scale



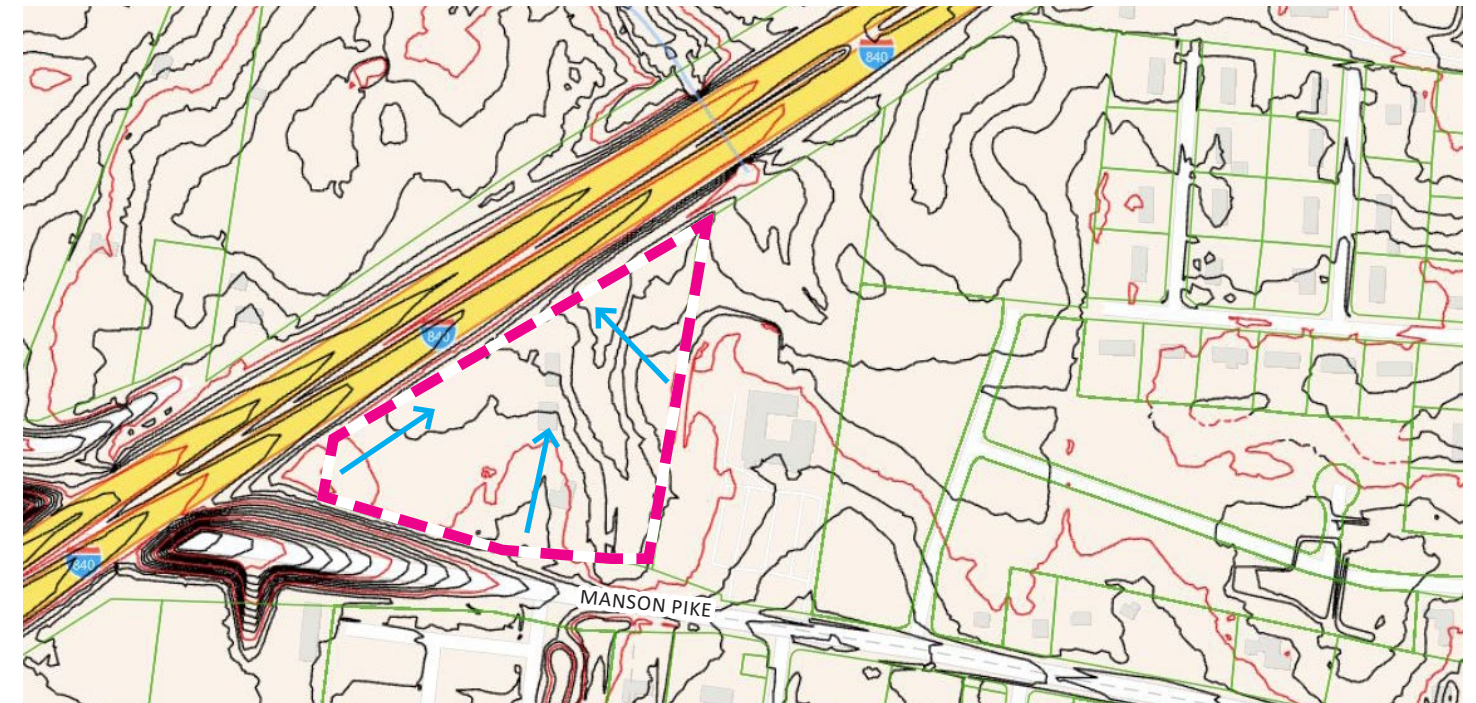
WATER
SEWER
STORMWATER



ELECTRIC

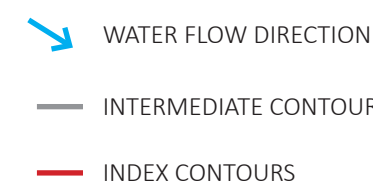


Site Boundary

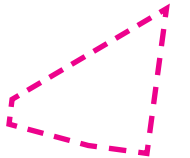


HYDROLOGY AND TOPOGRAPHY

Not To Scale



WATER FLOW DIRECTION
INTERMEDIATE CONTOURS
INDEX CONTOURS



Site Boundary



Water service will be provided by the Consolidated Utility District (CUD). An existing water line along Manson Pike will provide water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of Manson Pike. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. An off-site sewer easement will need to be acquired by the owner/developer for this development.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Manson Pike. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at the eastern perimeter of the property. From this point the property drains along the northwestern side into the existing drainage ditch along I-840. Stormwater proceeds to drain into an unnamed stream to the northeast of the property.

No portions of this property are within a floodway or floodplain per FEMA Flood Panels 47149C0140H and 47149C0255H Effective 1/4/2007.

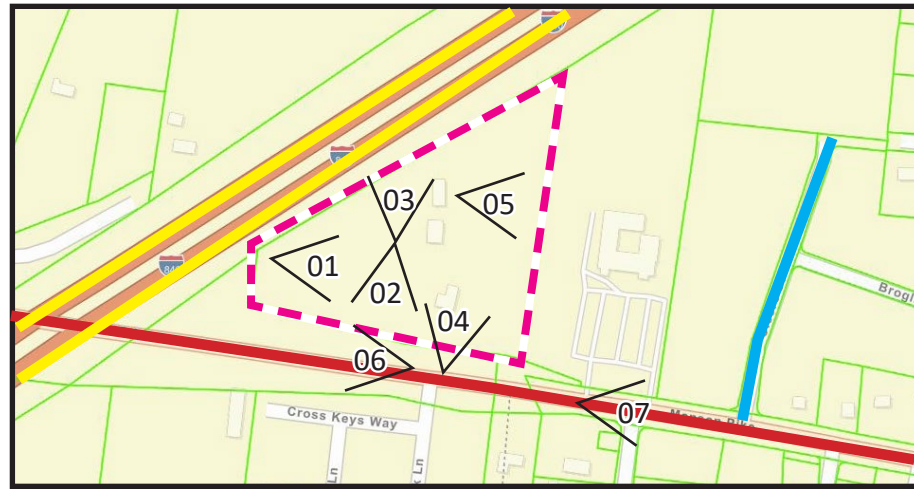
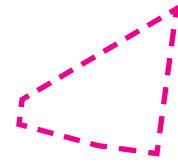


PHOTO DIRECTION MAP

Not To Scale

- I-840
- Manson Pike
- Cicero Drive



Site Boundary



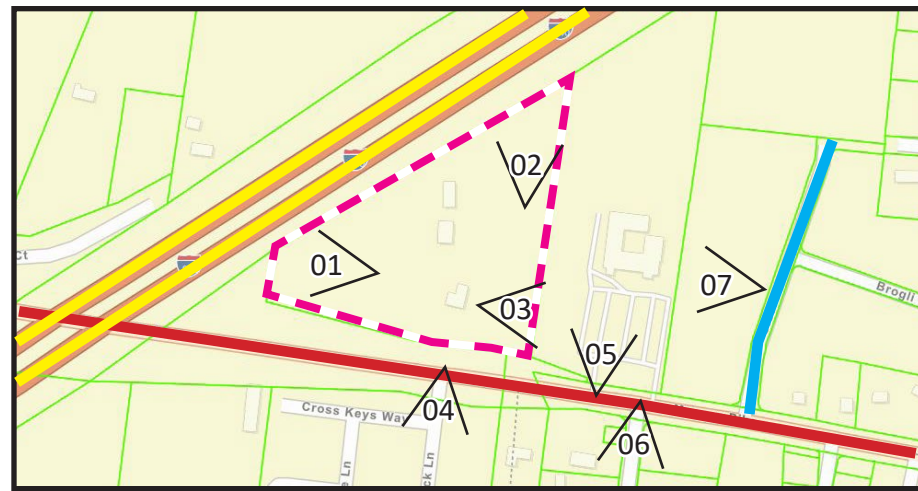


PHOTO DIRECTION MAP

Not To Scale

- I-840
- Manson Pike
- Cicero Drive



Site Boundary



Development Standards:

- The Building will be a maximum of 56,000 SF
- Building height shall not exceed 35 feet in height
- Signage will be placed along Manson Pike for proper identification, and will be built with materials consistent with the building architecture, and be accented with landscaping.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground
- Solid waste enclosure shall be constructed of materials consistent with the building architecture, be at least 8-feet tall with opaque gates and shall be enhanced with landscaping.
- Solid waste shall be handled via a 3rd party private hauler.
- On-site lighting shall comply with the City of Murfreesboro performance standards to reduce light pollution while providing safety for students, employees and visitors.
- All parking areas will have curbing.
- Parking will comply with the City of Murfreesboro Ordinance in surface materials, number of spaces and size of spaces.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- The eastern entrance into the site shall be for emergency vehicles only. This entrance shall be gated and equipped with a YELP mode to allow unimpeded access for emergency vehicles.



Site Setbacks

Front Setback (Manson Pike):	40-feet
Side Setback:	25-feet
Rear Setback:	30-feet



Example of Solid Waste Enclosure



Example of Monument Sign As Seen at Nashville Location



Example of Proposed Lighting Fixtures



Land Use Data:

Existing Zoning:	RM (County)
Proposed Zoning:	PND
Land Area:	±8.13 Acres
Building Area:	56,000 SF
Min. Required Open Space:	1.63 Acres (20%)
Provided Open Space:	1.63 Acres (20%)
Min. Required Formal Open Space:	0.24 Acres (3%)
Provided Formal Open Space:	0.24 Acres (3%)
Detention:	1.30 Acres (15.9%)

Parking Required:

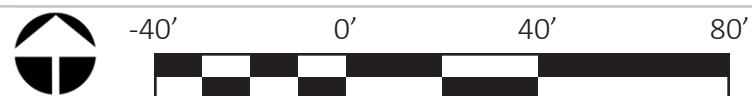
Kindergarten = 1 sp. per 5 seats	
5 Classrooms x 20 seats =	20 spaces
1st-8th grade = 2 sp. per classroom	
28 Classrooms =	56 spaces

OR (whichever is greater)

1 space per 5 bleacher seats	
400 seats provided =	60 spaces

Parking Required (20+60):	80 Spaces
Parking Provided:	126 Spaces + 5 H.C.

- Charter School Building
- Open Space
- Multi-Purpose Field
- Detention Pond
- Roadway
- Sidewalk



SEC Project #22860 Murfreesboro, Tennessee

Architectural Characteristics:

The proposed construction is concrete tilt-wall panels with a steel structure. This construction provides a cost effective, sustainable solution for a building to last the test of time. The concrete tilt-panel provides expedient construction solutions with extreme longevity for the end user. The panels are embellished with patterns to simulate the use of brick, siding, and stucco to compliment the surrounding architecture and fit within the fabric of the area it is constructed. The design provides visual interest with a rhythm of punched windows and variation in the finish patterns, which also breaks up any expanses of blank walls. The entry area is delineated from the rest of the building by changing the finish to a smooth texture with horizontal and vertical reveals. The color scheme is also inverted to draw the eye to that area in comparison to the rest of the building. Exits are strategically placed to limit access from the exterior by unwanted visitors and still provide a safe means of egress in the event an emergency situation would occur.

Building Materials:

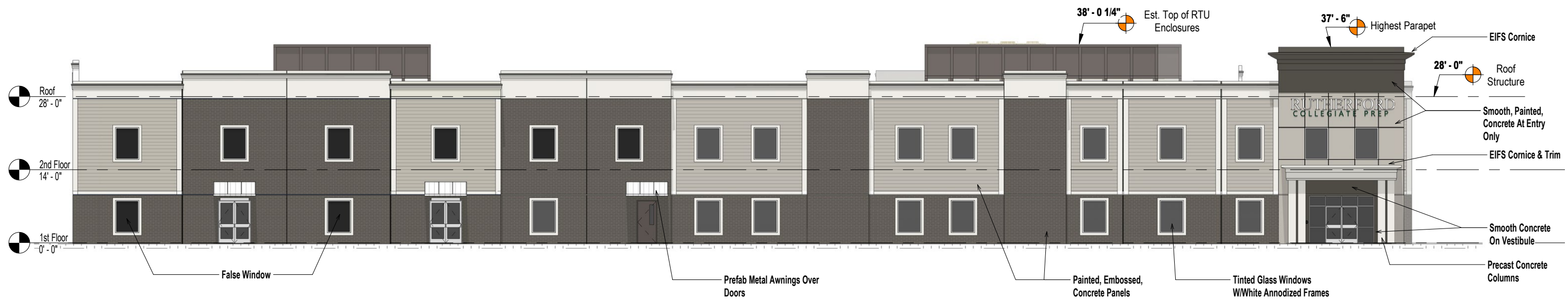
Front Elevations: Masonry (Brick, Painted Concrete Panels)
Side Elevations: Masonry (Brick, Painted Concrete Panels)
Rear Elevations: Masonry (Brick, Painted Concrete Panels)
All Elevations: Vinyl Only Permitted in Trim & Soffit Areas

Architectural Standards:

- Building heights shall not exceed 35 feet in height
- All buildings will be two-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 3-ft wide landscaping bed.
- The main entrance shall 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.
- Masonry materials (brick, painted concrete panels) will be the primary building materials.
- All buildings shall comply with Murfreesboro Design Guideline standards.



North Elevation



South Elevation

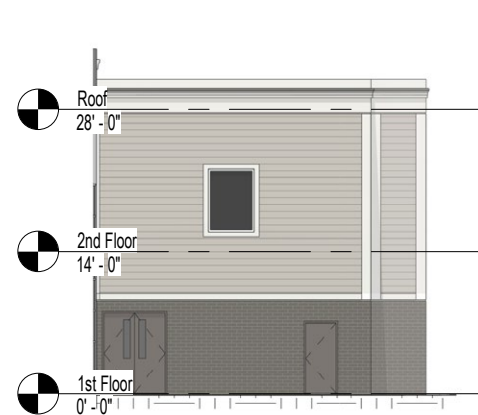


East Elevation

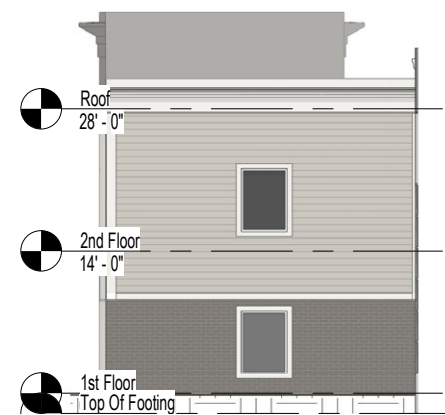


West Elevation Copy 1

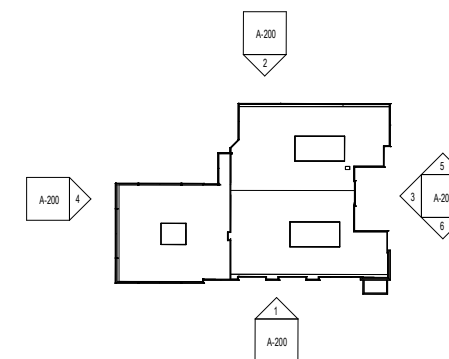
West Elevation



Looking North in Alcove Near Slide



Looking South in Alcove Near Slide



Elevation Key Map



Example of Proposed Base Texture



Example of Proposed Body Texture



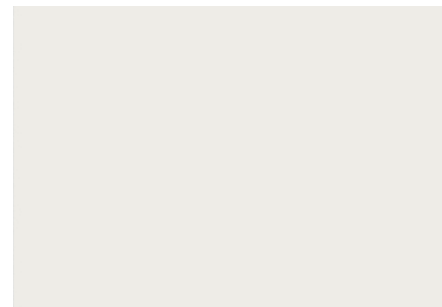
Example of Proposed Trim Texture



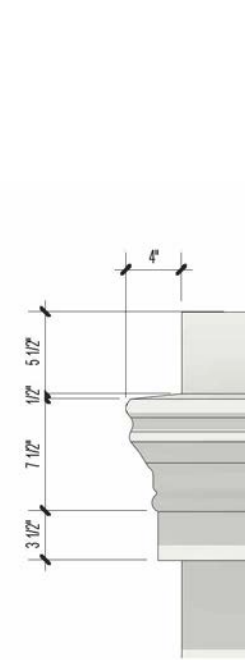
Proposed Base Color:
SW 7645 Thunder Gray



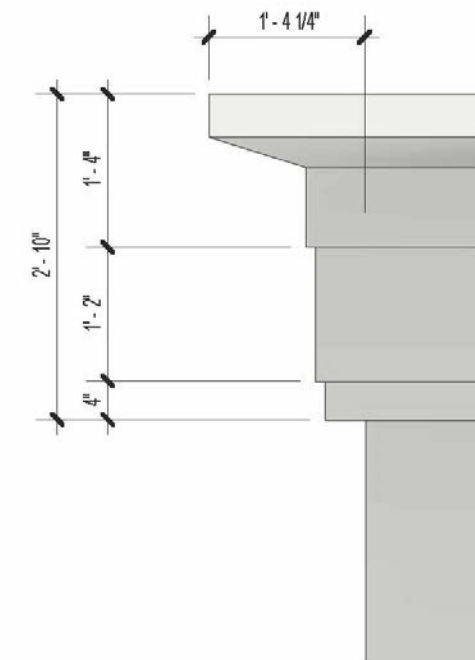
Proposed Body Color:
SW 7016 Mindful Gray



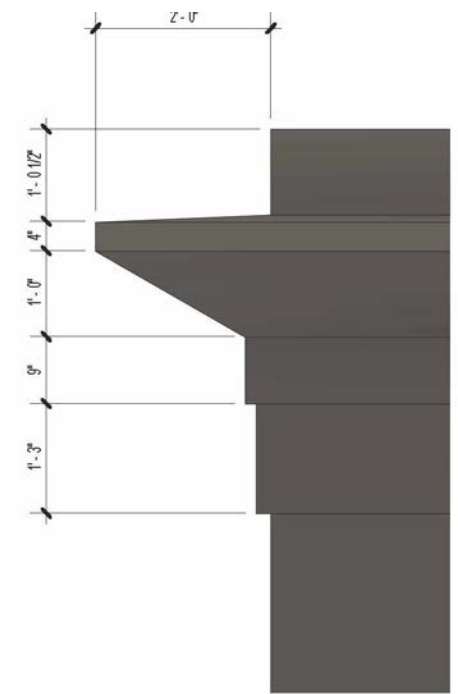
Proposed Trim Color:
SW 7005 Pure White



Detail of Proposed
Typical Cornice



Detail of Proposed
Lower Entry Cornice



Detail of Proposed
Upper Entry Cornice



Example of Proposed Wall Textures



Example of Proposed Wall Textures



Example of Proposed Awning



Example of Proposed Wall Textures



Example of Proposed Wall Textures



Example of Proposed Wall Textures



#1 - Rutherford Collegiate Prep - Arriving from Manon Pike



Perspective Key Map



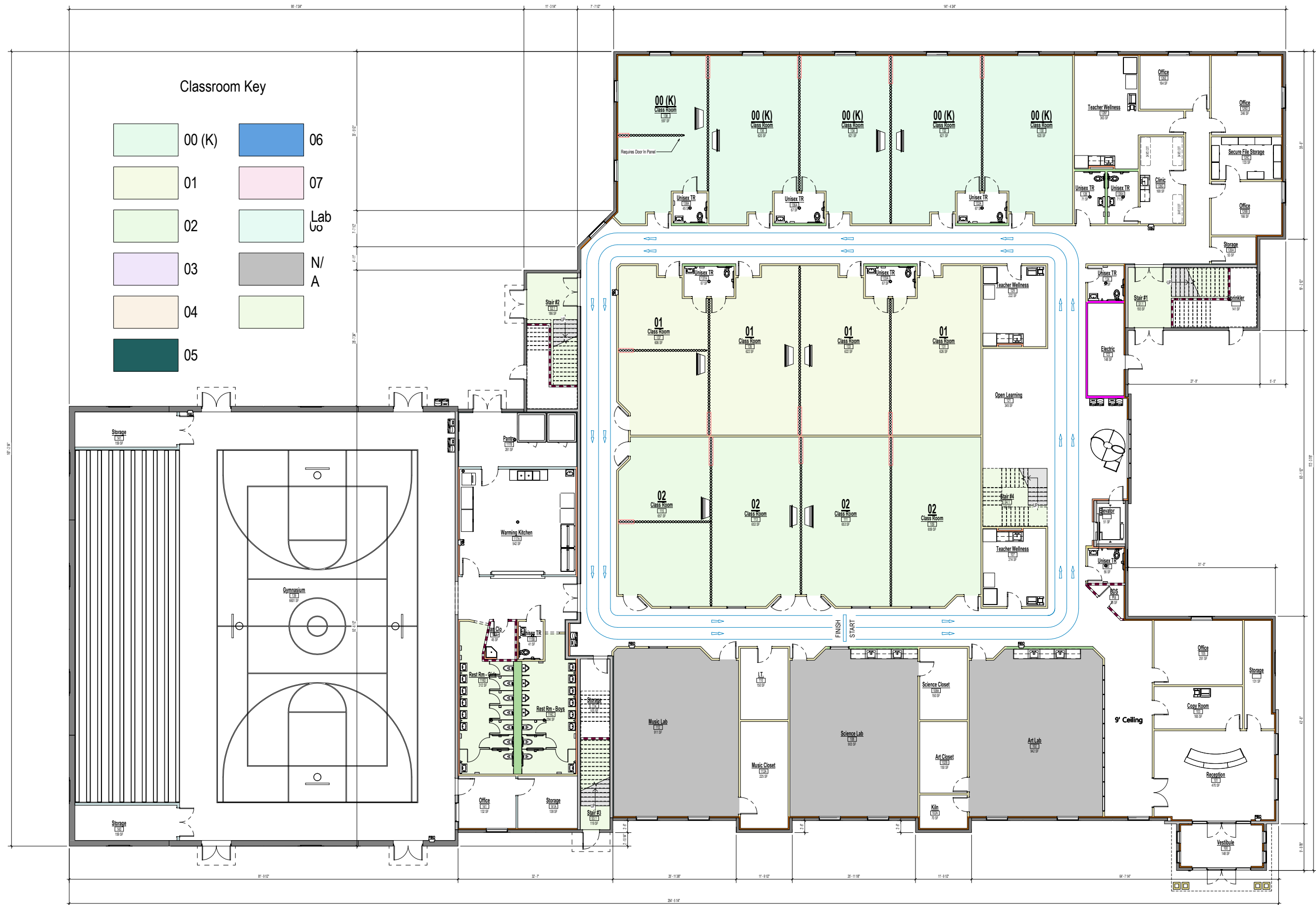
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



#2 - Rutherford Collegiate Prep - View Looking Southeast from pick-up/drop-off lanes





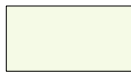





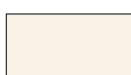
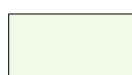
#3 - Rutherford Collegiate Prep - View Looking Southwest from Practice Field



Classroom Key

	00 (K)		06
	01		07
	02		Lab Co
	03		N/A
	04		
	05		

Classroom Key

	00 (K)		06
	01		07
	02		Lab Co
	03		N/A
	04		
	05		



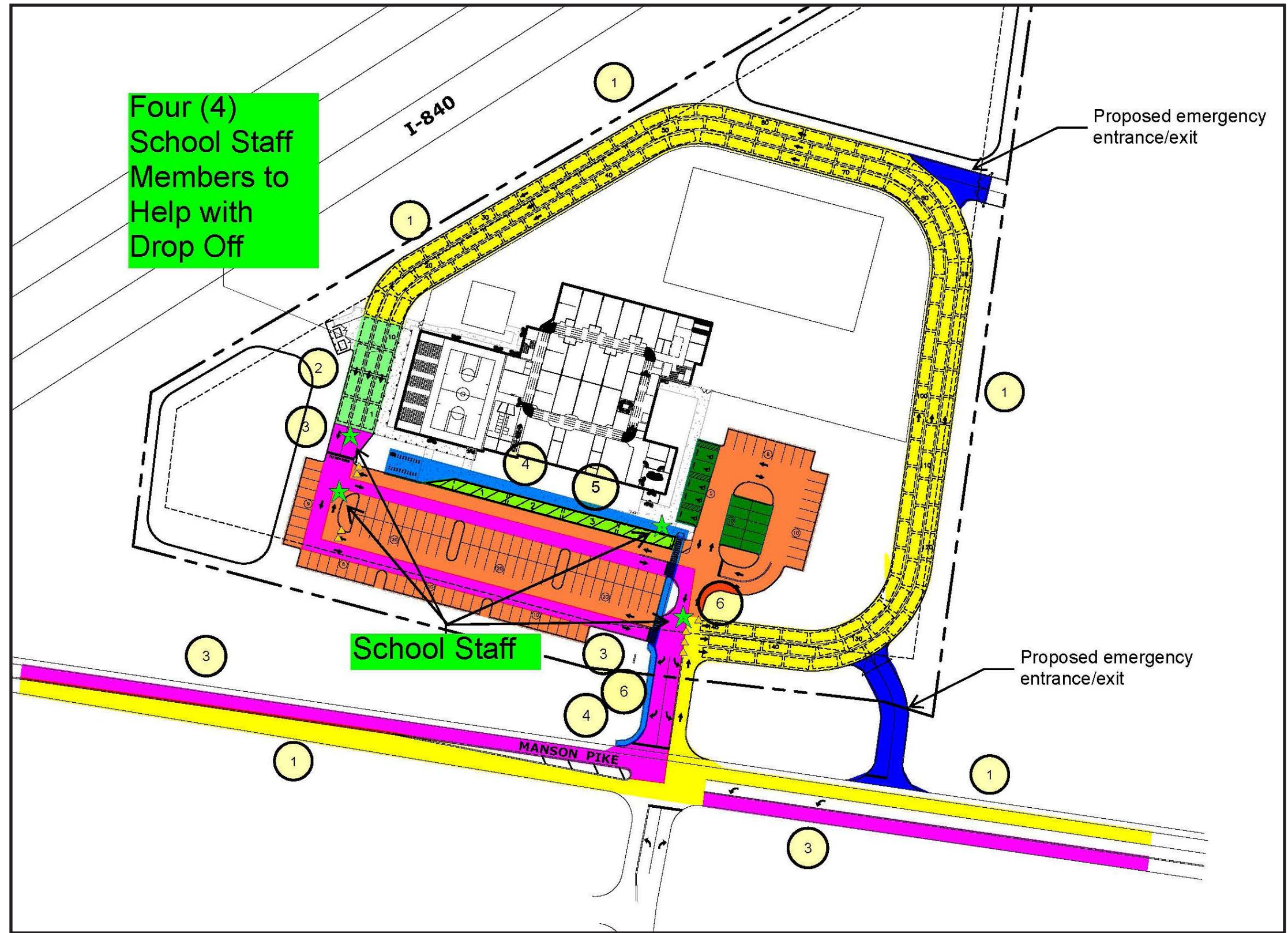
Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), none of the surrounding roadways in this development are slated for improvements except Manson Pike. Manson Pike is currently built as a 3-lane cross-section with a central turning median and is planned to be converted from a 3-lane road to a 5-lane road.









The primary means of ingress/egress from this site will be via Manson Pike. The proposed entrance onto Manson Pike will incorporate three travel lanes for proper circulation into and out of the development. The developer of this property will be required to participate in those improvements with left and right turns into the site. This main entrance shall align with Lone Jack Lane coming from Braxton Parke on the opposite side of Manson Pike. The illustration below shows the proposed location point of ingress/egress for the development.

In order to enhance the functionality of emergency services, two supplementary access points will be provided. These access points will be secured by gates and equipped with a "YELP mode" for unimpeded entry. The first access point is situated to the east of the primary entrance on Manson Pike, while the second one is located along the eastern boundary of the property as a provisional entryway for future use.

A traffic impact study shall be conducted and coordinated with the City of Murfreesboro Traffic Department to determine the scope of the study.

- 1 Primary pick-up and drop-off shall utilize Manson Pike and continue on the school access inbound road to enter the drive loop road as seen in yellow.
- 2 Student pick-up & drop-off designated area for staggered release at each lane as seen in light green.
- 3 Primary pick-up & drop-off shall exit the drive loop road using exit lanes and turn right or left onto Manson Pike, as seen in purple.
- 4 Pedestrian and bicycle access to and from Manson Pike is shown in blue. Bicycle racks shall be provided on site.
- 5 Bus pick up zone.
- 6 Exit from parking area.



	Vehicular Ingress Pattern		Pedestrian Circulation		ADA Accessibility Spaces and Guest Parking
	Vehicular Drop-Off/Pick-Up		School Bus Zone		Emergency Entrance/Exit
	Vehicular Egress Pattern		Teacher Parking		

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- The base of building plantings will not be required with this project based on recommendations of the Department of Homeland Safety for educational facilities.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro landscaping ordinance.
- All common open space and landscape areas on the site shall be owned and maintained by the owner.



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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: Pages 7-8 provide exhibits and standards that provides the required materials.

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

Response: Pages 7 & 18 provide exhibits and standards that provides the required materials.

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

- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

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 Medium Density Residential (RM-Rutherford County. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complement existing and future development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

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

SETBACKS	RS-15	PND	DIFFERENCE
Front Setback	40.0'	40.0'	+0.0'
Side Setback	12.5'	25.0'	+12.5'
Rear Setback	30.0'	30.0'	0.0'
Minimum Lot Size	15,000'	N/A	N/A
Minimum Lot Width	75'	N/A	N/A

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

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	358,499 s.f.
TOTAL MAXIMUM FLOOR AREA	56,000 s.f.
TOTAL LOT AREA	358,499 s.f.
TOTAL BUILDING COVERAGE	35,000 s.f.
TOTAL DRIVE/ PARKING AREA	69,691 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	NA s.f.
TOTAL OPEN SPACE	71,003 s.f.
FLOOR AREA RATIO (F.A.R.)	0.16
LIVABILITY SPACE RATIO (L.S.R.)	0.71
OPEN SPACE RATIO (O.S.R.)	0.90

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panels 47149C0140H and 47149C0255H Effective 1/4/2007.

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

Response: Pages 3 & 18 discusses the Major Transportation Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Rethink Forward contact info for both is provided on inside of cover.

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

Response: Pages 10-17 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 8.

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (EXISTING VS PROPOSED)	RS-15	PROPOSED PND	DIFFERENCE
RESIDENTIAL DENSITY			
MINIMUM LOT AREA	N/A	NA	N/A
MINIMUM LOT WIDTH	N/A	NA	N/A
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK	40'	40'	0'
MINIMUM SIDE SETBACK	12.5'	25'	+12.5'
MINIMUM REAR SETBACK	30'	30'	0'
LAND USE INTENSITY RATIOS			
MAX F.A.R.	NONE	NONE	NA
MINIMUM LIVABLE SPACE RATIO	NONE	NONE	NA
MINIMUM OPEN SPACE REQUIREMENT	20%	20%	0%
MINIMUM FORMAL OPEN SPACE REQUIREMENT	0%	0%	0%
MAX HEIGHT	35'	35'	0'

PND Exceptions Request Summary:
 No Exceptions Requested

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
APRIL 5, 2023**

7:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Executive Dir. Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smith, Principal Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

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. Approve minutes of the March 15, 2023 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the March 15, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 5, 2023

Zoning application [2023-404] for approximately 8.2 acres located along Manson Pike to be zoned PND (Rutherford Collegiate Prep PND) simultaneous with annexation, Ryan Companies US, Inc. applicant. Ms. Marina Rush 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.

Mr. Matt Taylor (design engineer), Mr. Tyler Lohmiller, and Mr. Max Bosso (applicants) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

Vice-Chairman Ken Halliburton asked if crossing guards would be provided. Mr. Matt Taylor answered this has not yet been determined yet with the City's Transportation Department. However, crossing guards would be implemented if needed.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

ORDINANCE 23-OZ-16 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 8.2 acres along Manson Pike as Planned Institutional Development (PND) District (Rutherford Collegiate Prep PND) simultaneous with annexation; Ryan Companies US, Inc., applicant [2023-404].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Institutional Development (PND) 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 _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-16

Area zoned PND simultaneous with annexation

City Limits

City Limits

City Limits

VANISHING WAY
PUD

I-840

MANSON PIKE

PRD

CICERO DR

RS-15

PRD

LONE JACK LANE

RS-12

RS-15

JOHN LEE LN



ALBIS LN

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Rezoning property along Wenlon Drive
[Public Hearing Required]

Department: Planning

Presented by: Joel Aguilera, Planner

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 21.99 acres located along the northwest side of Wenlon Drive, south of Chariot Drive.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

Eastman Residential presented a zoning application [2023-402] for approximately 21.99 acres located along the northwest side of Wenlon Drive to be rezoned from RM-12 (Multi-Family Residential District) to PRD (Planned Residential District). During its regular meeting on April 5, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve economic development

The approval of the zoning request will help to facilitate the proposed investment into this aging multi-family development.

Attachments:

1. Ordinance 23-OZ-15
2. Maps of the area
3. Planning Commission staff comments and minutes from 04/05/2023 meeting
4. The Murph PRD pattern book
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 5, 2023
PROJECT PLANNER: HOLLY SMYTH**

4.a. Zoning application [2023-402] for approximately 21.99 acres located along Wenlon Drive to be rezoned from RM-12 to PRD (The Murph PRD), Eastman Residential applicant.

The subject property is located at 1345 Wenlon Drive just south of East Northfield Boulevard was developed with an apartment complex originally named Raiders Ridge shortly after its 2003 approved. The entire existing apartment complex is zoned RM-12, consists of 1 parcel, and is identified as Tax Map 081 Parcel 11204. As shown on page 11 of the program book, the existing complex contains **216 existing** dwelling units with 696 bedrooms and 696 baths, which is an existing density of 9.8 units to the acre. On November 13th, 2022, the Planning Commission approved a Site Plan to renovate a portion of the existing 4-bedroom 4-bathroom units into 1 and 2-bedroom units with the additional density available within the existing RM-12 zoning (Phase 1). The new units made within the existing building footprint was 48 net new units, bringing the total unit count to **264 units** (reducing the bedroom count by 96) with **a density of 12 units to the acre**.

The applicant requested a sanitary sewer allocation variance for both Phase 1 and Phase 2 renovations for the entire complex with a total of 96 net new units. This full increase in units was approved by the City Council on November 3, 2022. However, the additional density could not be approved by the Planning Commission on a site plan until a zone change is approved.

The applicant is now applying for a rezoning of the site from RM-12 to Planned Residential District (The Murph PRD) to allow the conversion of the remaining 4-bedroom 4-bathroom units within the existing buildings. This Phase 2 would convert units such that an additional 48 net new units would be created for a total of **312 units**. This conversion would further reduce the bedroom count by another 96 units and equates to an overall density of **14.19 units per acre**.

In total, the overall proposal increases the number of units between both project phases from 216 to 312 units (for 96 total net new units). The total project site would decrease the overall number of bedrooms by 96 and reduce the number of bathrooms by 96 (for a 13.85% reduction). The phasing and floor plan layouts are depicted on pages 15, 16, and 17 of the pattern book. The modifications to this existing apartment complex are part of a rebranding and new management strategy by the new property owners that will also tackle some exterior and all interior deferred maintenance of all the units. The proposed density of 14.19 units per acre exceeds the maximum allowable density of the current underlying RM-12 zoning, prompting the applicants to apply for the rezone described above.

Adjacent Zoning and Land Uses

Surrounding zoning is RM-16 and RM-12 (Residential Multi-Family) to the north, R-MO (Residential Mobile Home Park) to the west, RD (Residential Duplex) and RS-15 (Residential Single Family) to the south, and RM-16 and RS-15 to the east, as shown on page 3 of the program book. The surrounding uses include apartments and duplex, triplexes and quads to the north, mobile homes to the west, single family homes, a duplex, and apartments to the south, and a nursery, dentist office, childcare and apartments on the southeast side of Wenlon Drive.

Proposed PRD

The development has two (2) points of full ingress/egress off Wenlon Drive, which is designated as a Community Collector roadway. The main gated entrance is at the southwest portion of the site and the secondary gated access is located at the northeast portion of the site. This roadway is on the 2040 Major Transportation Plan as a planned 3-lane roadway. When this development was originally constructed, the initial developer paid their fair share portion for improvements to Wenlon Drive and a new stub connection road that would be constructed between Wenlon Drive and Lascassas Pike.

The existing versus proposed unit layout is shown on pages 15 and 16 of the pattern book converting the 4-bedroom units into 1 or 2-bedroom units. Page 18 shows that buildings 5 through 8 are being converted as part of Phase 1, while buildings 1 through 4 will be converted during Phase 2 of construction. In addition to modifying the interior unit layouts, all of the units will be receiving new paint, flooring, and fixtures.

The below table breaks down the current and proposed post-renovated unit type mix as well as parking standards in both cases. Based on current parking standards, the new unit mix requires 698 regular parking spaces while the complex provides for 703 parking spaces. This proposed post-renovated parking provides a surplus of 5 spaces over minimum requirements. Trash is handled at the complex via an existing fully functional enclosed trash compactor that will continue post project.

<u>Unit Type</u>	<u>Sq Ft</u>	<u>Existing Unit Count</u>	<u>Original Required Parking</u>	<u>Original Parking Provided</u>	<u>Post Unit Count</u>	<u>Required Parking Post Bifurcation</u>
1 Bed/ 1 Bath	680	0 units	1/unit=0		96 units	1.5/unit=144
2 Bed/ 2 Bath	868	48 units	2/unit=96	Will remain	144 units	2.2/unit=316.8
3 Bed/ 3 Bath	1,256	72 units	3/unit=216	unchanged	72 units	3.3/unit=237.6
4 Bed/ 4 Bath	1,548	96 units	4/unit=384		0 units	4.4/unit=0
			696 spaces	703	312 units	698 spaces

The existing building material used in the exteriors consist of brick around the 1st and 2nd floor base, with vinyl siding on the 3rd levels, with asphalt shingle roofing and vinyl windows. The exterior building materials and windows will be kept as is with all surfaces being thoroughly cleaned. On-site amenity upgrades and maintenance enhancements are shown on pages 11, 12, and 14 of the program book and include the following:

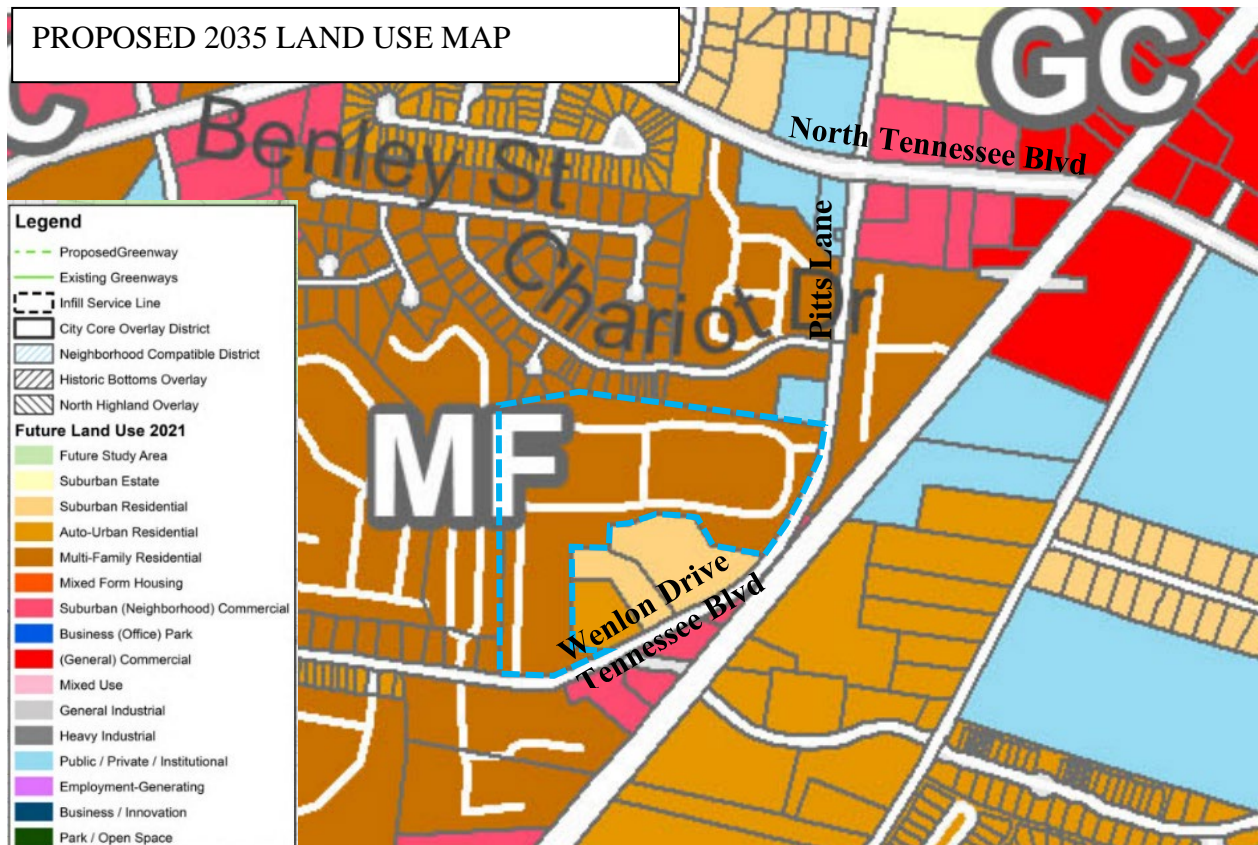
- Upgrading the dog park by expanding the fenced area and completely revamping.
- Resurface tennis court I and convert tennis court II into 2 pickleball courts.
- Convert defunct basketball court into childrens play area and add new playground opposite the existing gazebo structure
- Renovate existing volleyball court
- Upgrade pool area by refurbishing and adding perimeter landscaping

The applicant proposes to enhance several landscape areas that seemed to have gaps in meeting the original intended purpose as shown on page 14 of the program book. Enhancements include evergreen trees planting along the southwest side of the complex, pool screening to create a filtered view, open space shade trees to be added to the dog park, and foundation planting added at the main entrance into the club house. Staff suggested additional foundation planting enhancements along the southside of the Building 1 which is north of the pool area, which have been incorporated into the program book.

The only exception being requested, as shown in red on page 19 of the program book, is an increase in density from 12 dwelling units to the acre to 14.19 dwelling units to the acre within the existing building footprints.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the Multi-Family Residential land use character for the subject property. This classification accommodates developments with complexes of often several, multi-story multi-family buildings, interspersed with parking lots and open spaces. Development intensity is up to 19.93 units per acre, with RM-12, RM-16, PUD, and PRD considered compatible zoning districts. The proposed future land use map, still under review by the Planning Commission, continues to identify the site's land use character as Multi-Family Residential (see excerpt from the future land use map below). The proposed PRD designation is consistent with the current and proposed future land use maps of the General Plan.



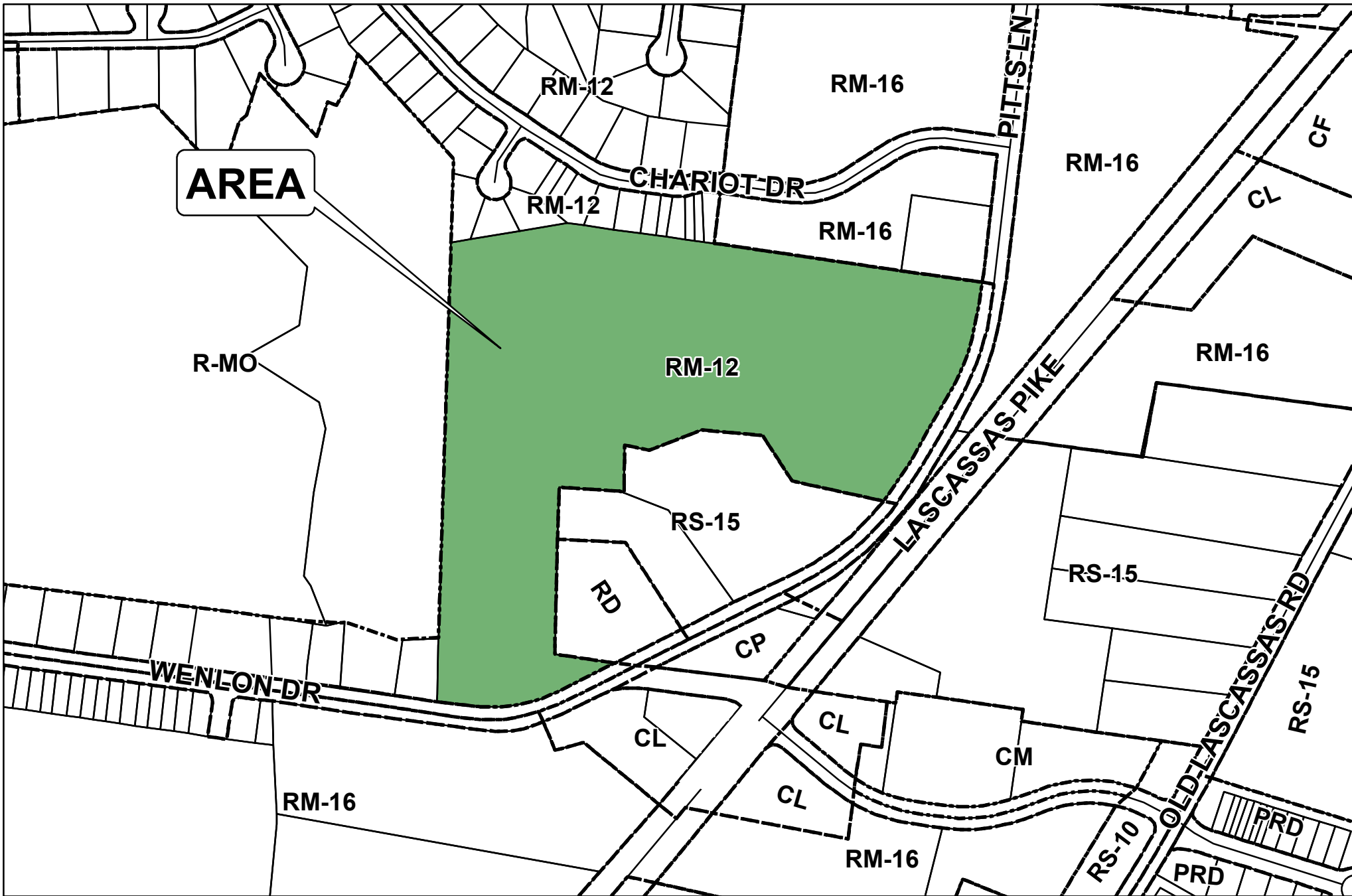
Department Recommendation

Staff is supportive of this rezoning request for the following reasons:

- 1) The proposal is consistent with both the existing and proposed land use maps.
- 2) The proposal is compatible with existing land uses in the area.
- 3) The proposed reconfiguration and renovations would allow reinvestment into an existing complex in disrepair and will bring on-site management that will promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program.
- 4) The improvements will extend the useful life of the property.
- 5) The reduction of bedrooms and restrooms and the installation of low-flow devices throughout should reduce the sewer impact on the City per details provided to Murfreesboro Water Resources Department.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should hold the public hearing, discuss this item, and then formulate a recommendation to the City Council.



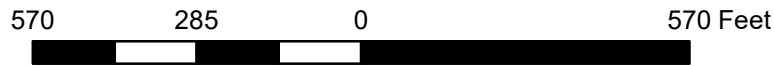
Rezoning Request for Property located along Wenlon Drive RM-12 to PRD (The Murph PRD)



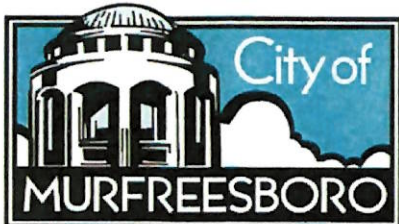
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning Request for Property located along Wenlon Drive RM-12 to PRD (The Murph PRD)



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Creating a better quality of life

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

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$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: MARC SCHOFEL

Address: 651 Old Mt. Pleasant Ave, Ste 110 City/State/Zip: Livingston, NJ 07039

Phone: 973-493-9170 E-mail address: marc@eastmanresidential.com

PROPERTY OWNER: Eastman Residential

Street Address or property description: 1345 Wenlon Drive, Murfreesboro, TN 37130

and/or Tax map #: 081 Group: Parcel (s): 11204

Existing zoning classification: RM-12

Proposed zoning classification: PRD Acreage: 21.99 AC

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE, HUDDLESTON-STEELE ENG.

E-mail: rountree.associates@yahoo.com, 615.509.5930

APPLICANT'S SIGNATURE (required): Marc Schofel

DATE: 2.9.2023

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

THE MURPH

Request for Rezoning to
Planned Residential
District (PRD)

SUBMITTED FOR THE MAY 18,
2023 CITY COUNCIL PUBLIC
HEARING



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HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

PROJECT SUMMARY

The Murph (“the property”) is a student housing property built in 2006 located at 1345 Wenlon Drive. The property contains **216** units and sits on 21.99 acres with a density of 9.83 units per acre. The unit mix is broken down by (48) 2-bedrooms, (72) 3-bedroom and (96) 4-bedroom apartments for a total bedroom count of 696 and total bathroom count of 696. The property was originally designed for student housing; however, the apartments are located more than 2 miles from the MTSU campus. The distance from campus, and the competition from new apartments has had a negative impact on the property.

Eastman Residential strives to provide an exceptional quality of living for its’ residents. This strategy has proven successful in multiple other projects throughout the Nashville MSA and specifically in Murfreesboro at The Dempsey and Cottages at Bear Branch. At these properties, Eastman completely transformed the properties with exterior and interior upgrades and created a community that residents are proud of.

At the Murph, Eastman is planning a two-phased approach to bifurcate the 96 existing 4-bedroom units into (1) one-bedroom unit and (2) two-bedroom units. Phase 1 of the project, which received site plan approval from the Murfreesboro Planning Commission on November 13th, 2022, consists of creating 48 new units within the maximum density allowed for the existing RM-12 zoning. Phase 2 of the bifurcation would create another 48 units after a zoning change to PRD is approved. Through this process, the property will reduce both the bedroom and bathroom count to 600 EACH. However, the unit count will go up to 312 which equates to a density of 14.19 units per acre with the existing buildings.

The project will Implement CPTED standards where feasible. The owner will be offering law enforcement personnel a reduced rental rate.

Site Data

Original Units:	216 Units
Site Area:	21.99 Acres
Original Density:	9.82 Units per Acre
Post Renovation Units:	312 Units
Post Renovation Density:	14.19 Units per Acre
Net Change in Units:	+ 96 units

Development Team

Company Name: Huddleston-Steele

Profession: Civil Engineer

Attn: Clyde Rountree, RLA

Phone: 615.509.5930

Email: rountree.associates@yahoo.com

Company Name: Eastman Residential

Profession: Owner/Developer

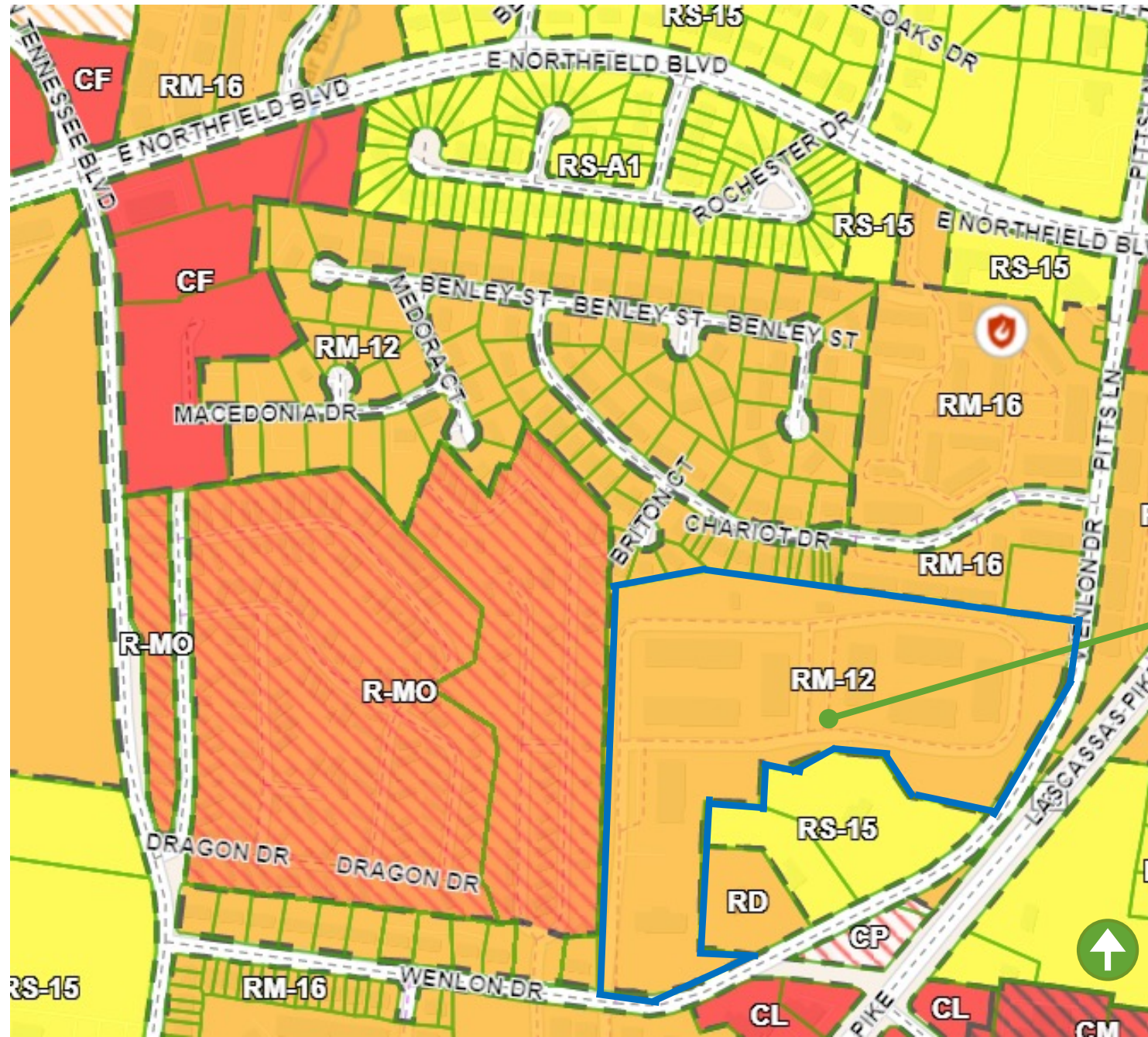
Attn: Marc Schofel

Phone: 973-493-9170

Email: marc@eastmanresidential.com

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ZONING MAP



SITE

Not to Scale

Map Summary

- Site is currently zoned RM-12 (22 AC).
- Address is 1345 Wenlon Drive, Murfreesboro, TN.
- Property to the north is zoned RM-16 and RM-12.
- Property to the west is zoned R-MO.
- Property to the south is zoned RD & RS-15.
- Property to east is zoned RM-16 and RS-15.
- Requested zoning for site is PRD.

Legend

RS-15	Residential Single Family
RM-16	Residential Multi Family
RD	Residential Duplex (RD)
R-MO	Residential Mobile Home (R-MO)
CL	Commercial Local (CL)
CM	Commercial Medical (CM)
CP	Commercial Planned (CP)



Site boundary

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UTILITY MAP – SEWER



SITE

MAP SUMMARY

- Eastman Residential received approval of their sewer Allocation Variance for the full 312 units (including both Phase 1 and Phase 2) on October 24, 2022.
- Sewer service is provided by the Murfreesboro Water Resource Department.

Legend

Existing Gravity Line:			
Private Gravity Line:			
Existing Manhole:			
Private Manhole:			

Site boundary

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UTILITY MAP – WATER



Map Summary

- Eastman Residential received approval of their sewer Allocation Variance for the full 312 units (including both Phase 1 and Phase 2) on October 24, 2022.
- Water is provided by the Murfreesboro Water Resource Department.
- 2 water supply loops service subject property

SITE

Legend

WATERLINE: 
FIRE HYDRANT: 



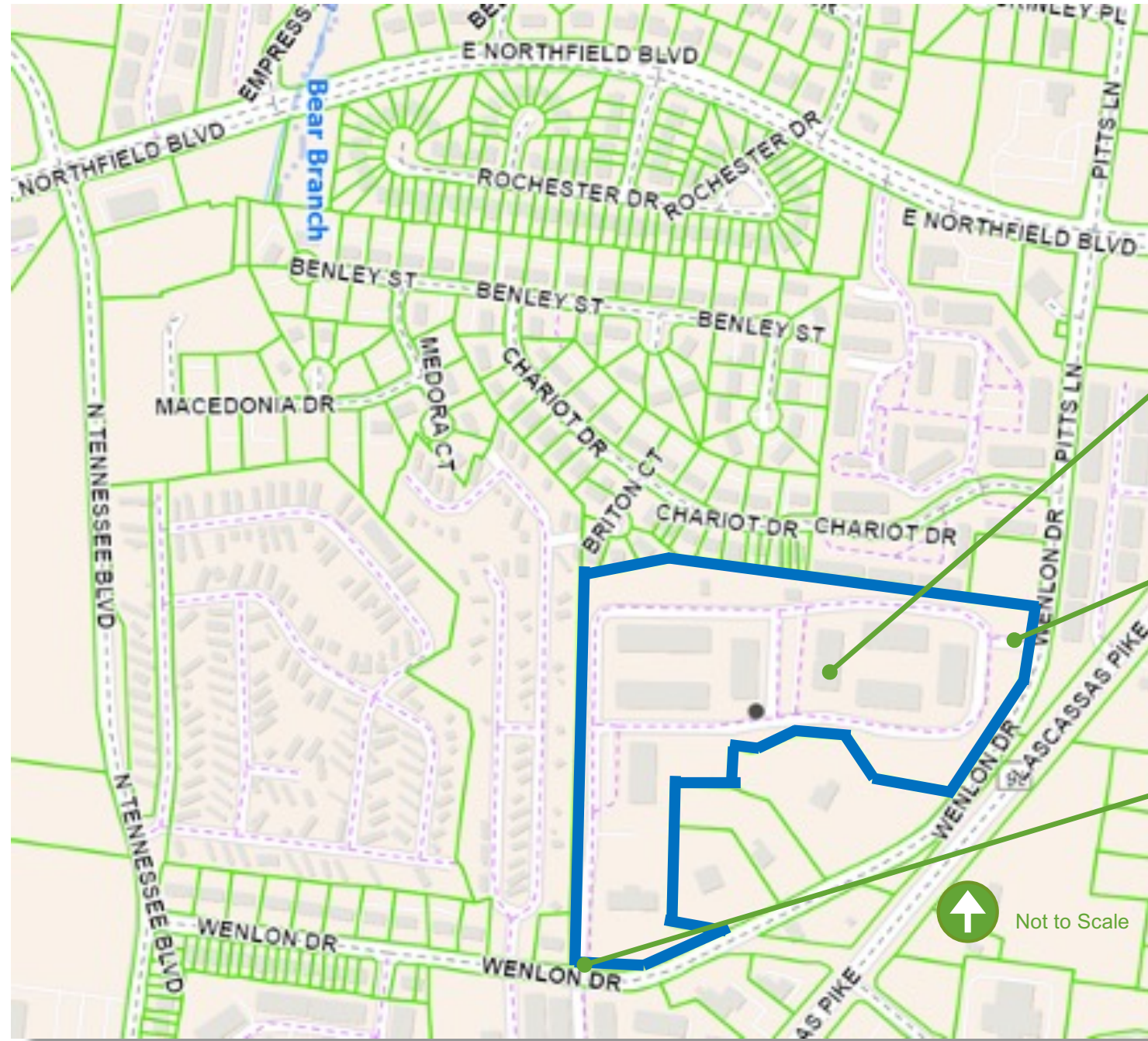
Site boundary

ARIAL MAP



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ROADWAY MAP



SITE

Main Security Gate

Secondary Security Gate

Map Summary

- Main entrance to subject property is via Wenlon Drive. Secondary entrance exists off Wenlon Drive/Pitt Lane.
- Both entrances are gated for privacy of residents with emergency access to all law enforcement personnel.
- Access to property via secondary entrance gate is currently restricted by ownership. Ownership has committed to reactivating gate
- All roads on site are private and maintained by ownership

Road Classification Legend

Private Roadway:



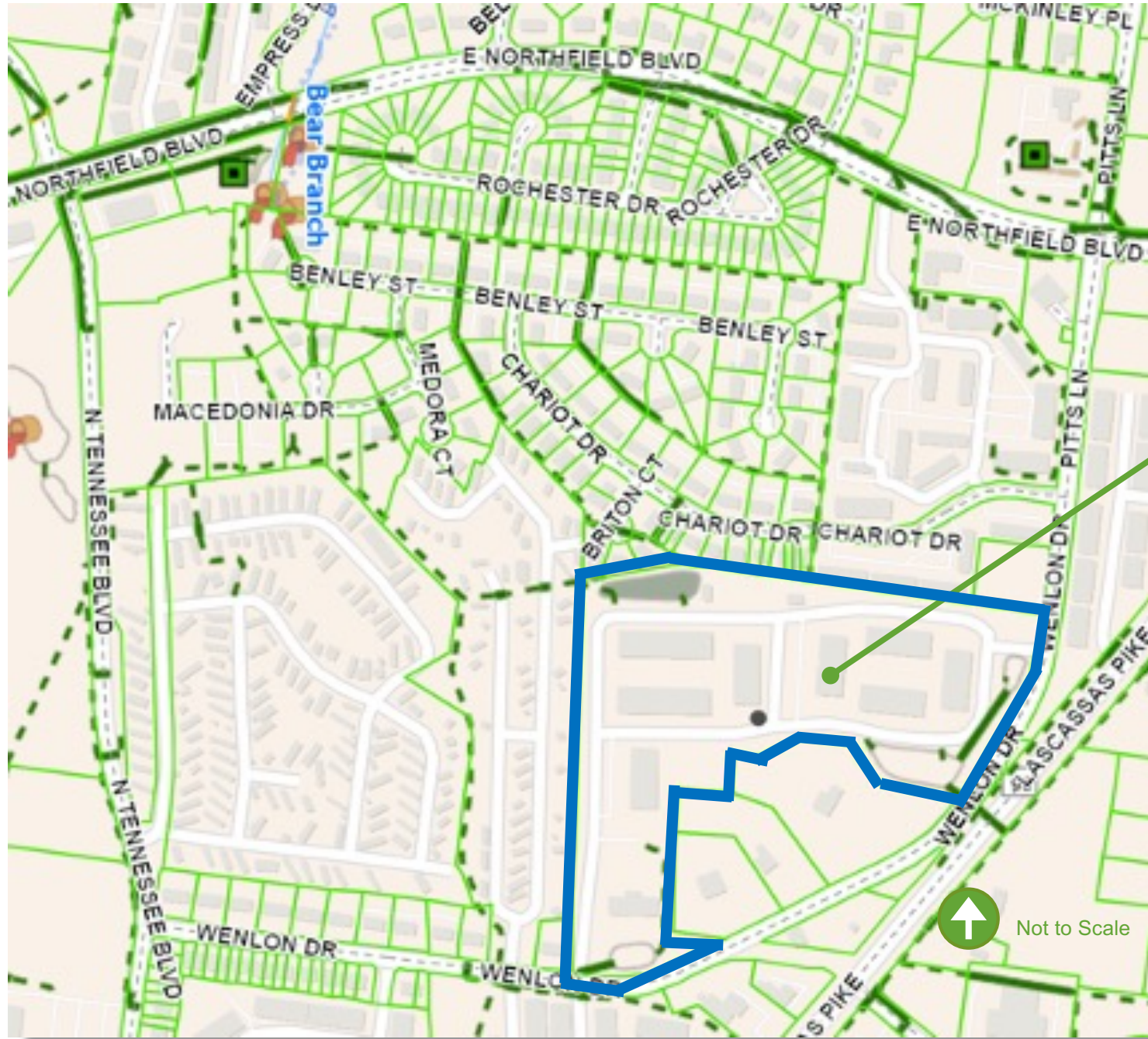
Public Street: :



Site boundary

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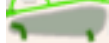
STORMWATER MAP



Map Summary

- All existing retention areas are expected to remain.
- No additional sewer is planned for the development as building footprints will remain unchanged

Legend

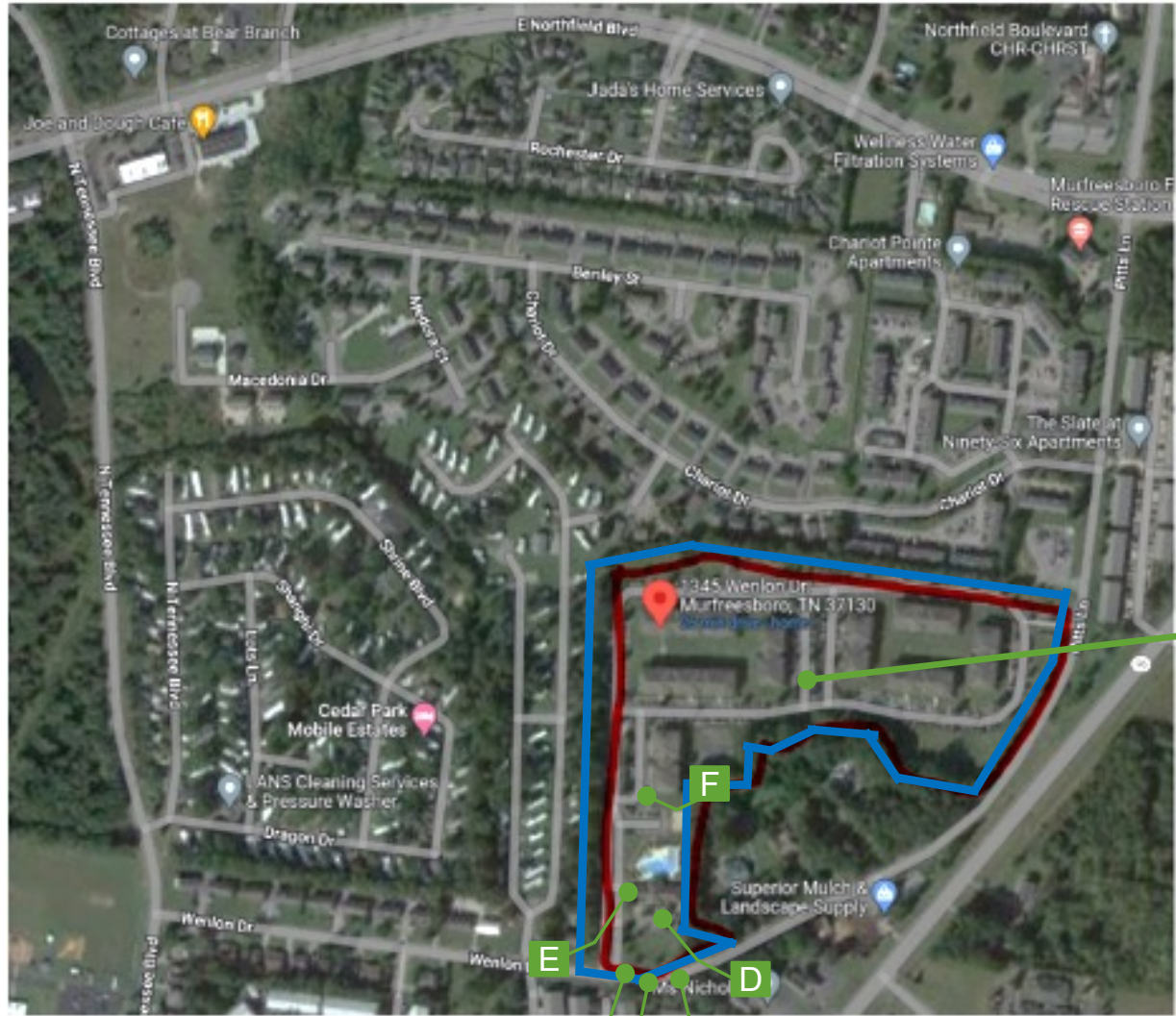
Stormwater Path: 
Retention Area: 



Site boundary

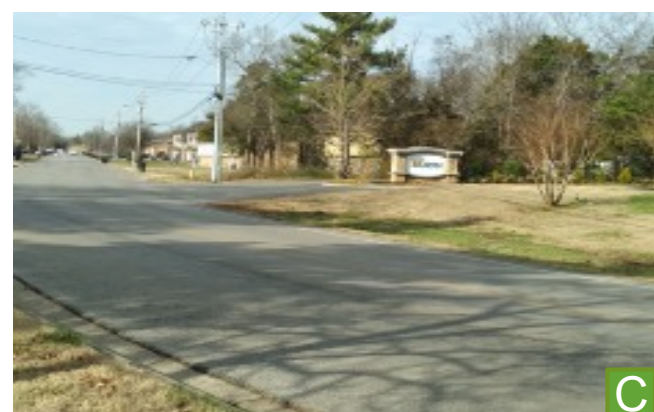
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EXISTING CONDITIONS PHOTOS



SITE

↑ Not to Scale



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EXISTING CONDITIONS PHOTOS



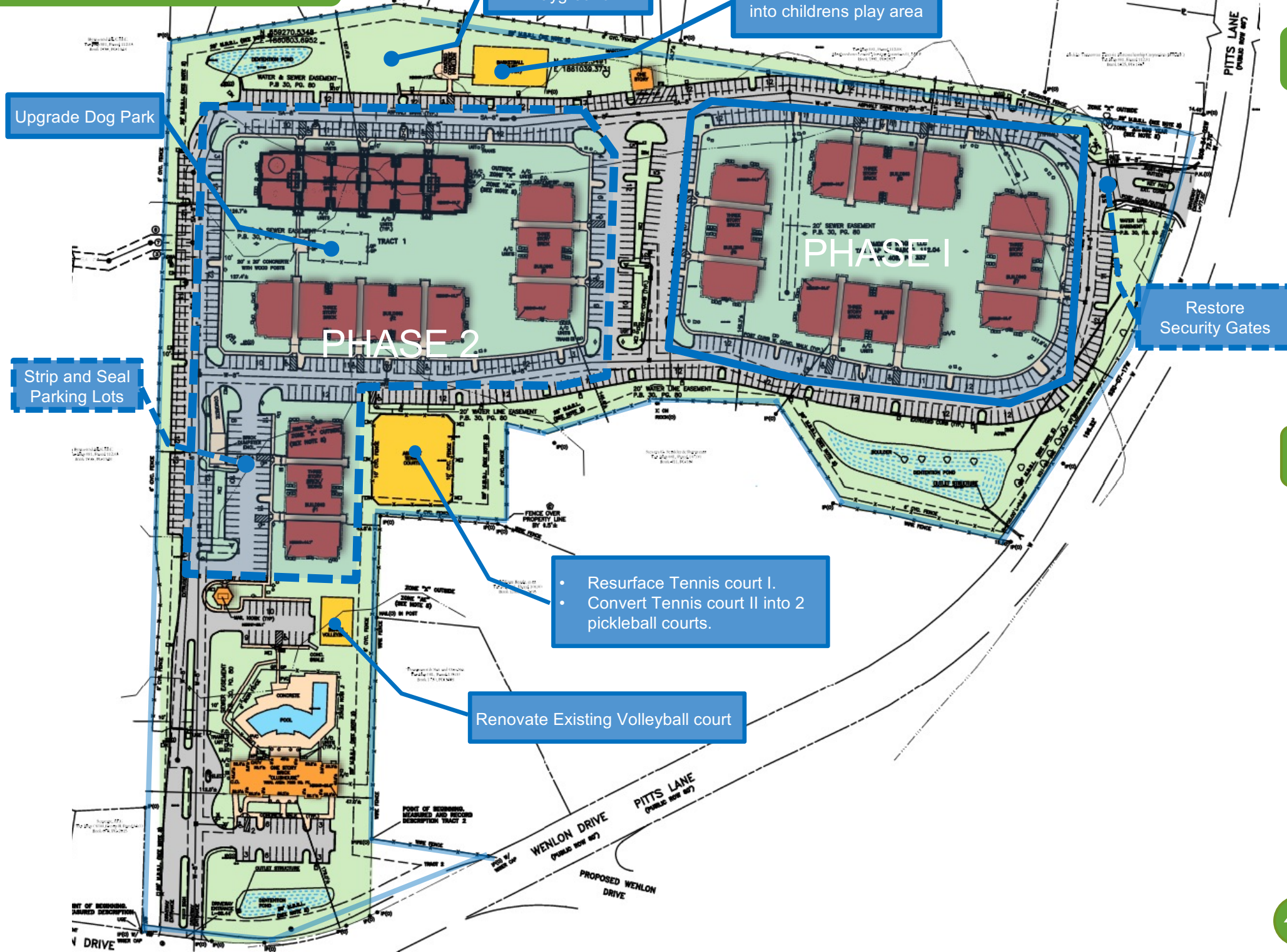
SITE

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SITE PLAN



Site Data

Original Units:	216 Units
Site Area:	21.99 Acres
Original Density:	9.82 Units per Acre
Post Renovation Units:	312 Units
Post Renovation Density:	14.19 Units per Acre
Net Change in Units:	+ 96 units
Parking Spaces:	703 spaces

Legend

- Brick 3-story apt building
- Road & Parking
- Recreational Sports
- Detention Field
- Resident Services
- Green Space
- Pool
- Sidewalk and Walkway
- Site boundary
- Phase I upgrades
- Phase II Upgrades

Not to Scale

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AMENITY UPGRADES

Basketball Court Conversion

Existing: Poorly Maintained with limited appeal.
Proposed: Children play area designed to broaden appeal to whole family.



New Playground in Open Area

Existing: under utilized space.
Proposed: Encourage exercise improves connections between parents and young children.



Upgrade Pet Park Facility

Existing: Not well maintained.
Proposed: Complete revamp and expansion of pet park and fencing.



Upgrade Pool Area

Existing: Not well maintained.
Proposed: Refurbish and add perimeter landscaping



Tennis Court Conversion

Existing: Dated and poorly maintained.
Proposed: Restore surface and convert court II



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PARKING PLAN

Summary

Existing on-site parking is adequate to meet the needs of the proposed bifurcations



UNIT COUNTS AND PARKING TABULATION	
PRE-RECONFIGURATION PARKING SPACES REQUIRED	
1 SPACE PER 1 BEDROOM = 0 UNITS = 0 SPACES	
2 SPACE PER 2 BEDROOM = 48 UNITS = 96 SPACES	
3 SPACE PER 3 BEDROOM = 72 UNITS = 216 SPACES	
4 SPACE PER 4 BEDROOM = 96 UNITS = 384 SPACES	
TOTAL UNITS: 216	
TOTAL SPACES REQUIRED =	696 SPACES REQUIRED
TOTAL SPACES PROVIDED =	703 SPACES
POST-RECONFIGURATION PARKING SPACES REQUIRED (PHASE 1)	
1.5 SPACE PER 1 BEDROOM = 48 UNITS = 72 SPACES	
2.2 SPACE PER 2 BEDROOM = 48 UNITS = 106 SPACES	
3.3 SPACE PER 3 BEDROOM = 72 UNITS = 238 SPACES	
4.4 SPACE PER 4 BEDROOM = 48 UNITS = 211 SPACES	
TOTAL UNITS: 264	
TOTAL SPACES REQUIRED =	627 SPACES REQUIRED
TOTAL SPACES PROVIDED =	703 SPACES
POST-RECONFIGURATION PARKING SPACES REQUIRED (PHASE 2)	
1.5 SPACE PER 1 BEDROOM = 96 UNITS = 144 SPACES	
2.2 SPACE PER 2 BEDROOM = 144 UNITS = 316.8 SPACES	
3.3 SPACE PER 3 BEDROOM = 72 UNITS = 237.6 SPACES	
TOTAL UNITS: 312	
TOTAL SPACES REQUIRED =	698 SPACES REQUIRED
TOTAL SPACES PROVIDED =	703 SPACES

↑ Not to Scale

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CONCEPTUAL LANDSCAPE PLAN



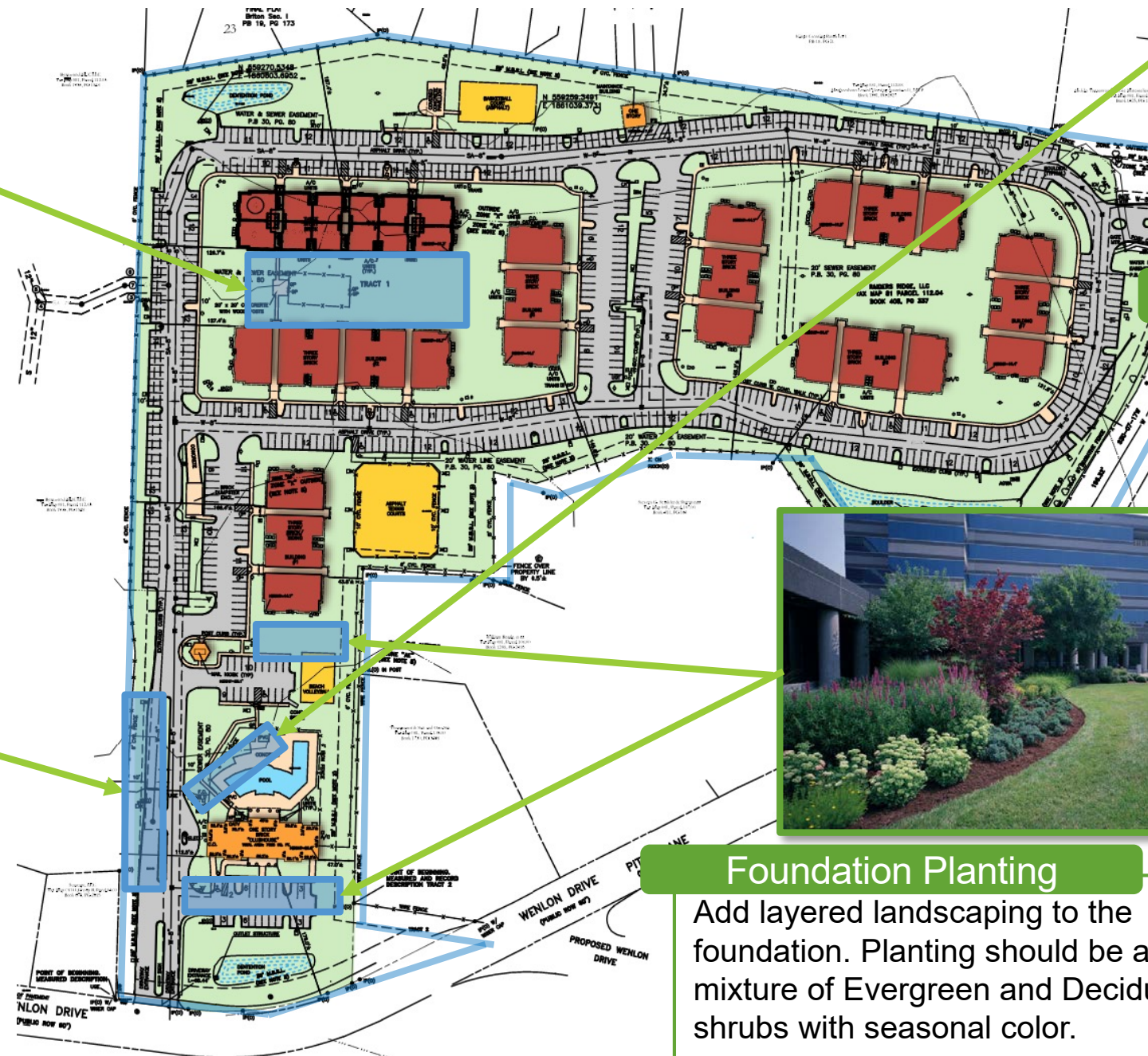
Open Space Shade Trees

Add shade trees in large lawn area to provide shade in the Dog Park and soften building massing.



Property Line Buffer Infill

Evergreen Trees and/or large Evergreen shrubs to fill in gaps along western property line – where identified on plan.



Pool Screen

Mixture of Evergreen and Deciduous plants to create a filtered view into the pool area.



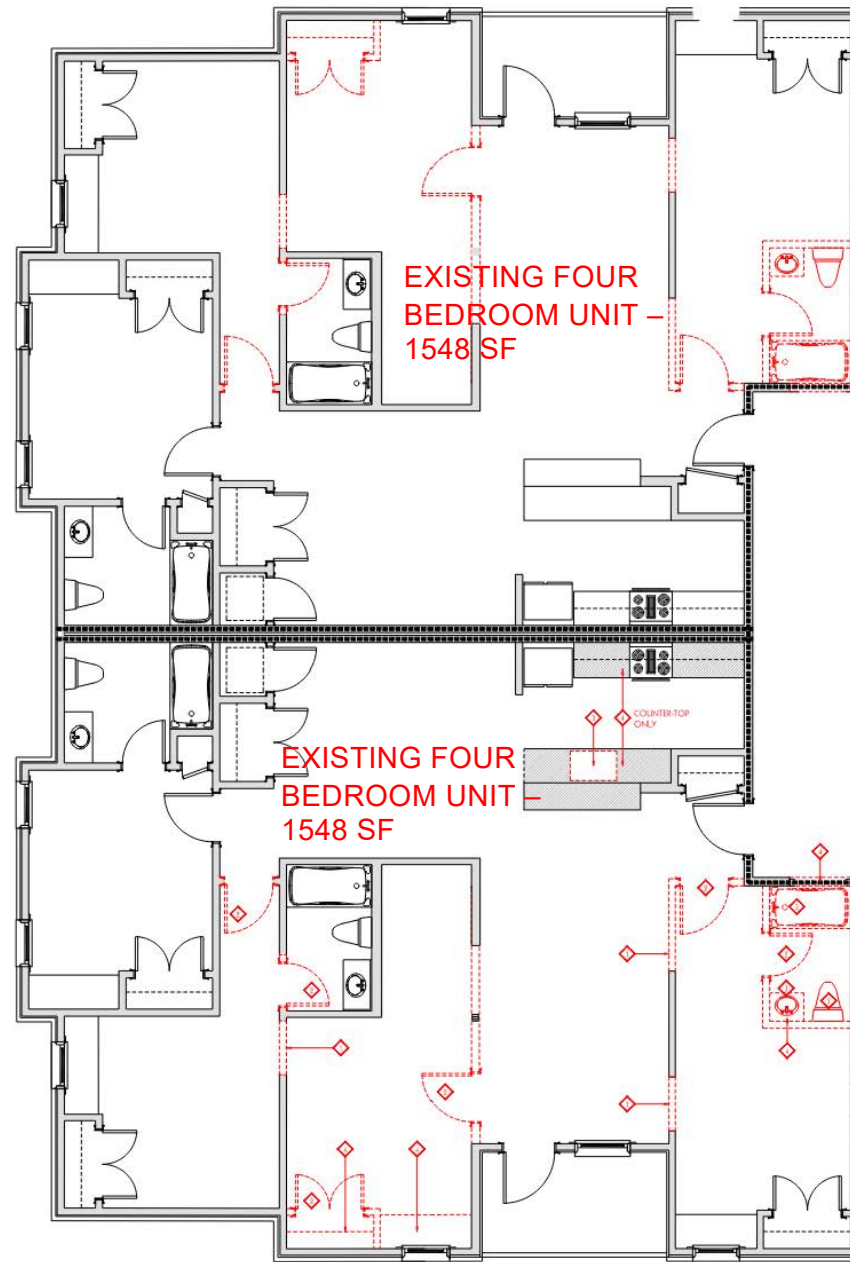
Foundation Planting

Add layered landscaping to the foundation. Planting should be a mixture of Evergreen and Deciduous shrubs with seasonal color.

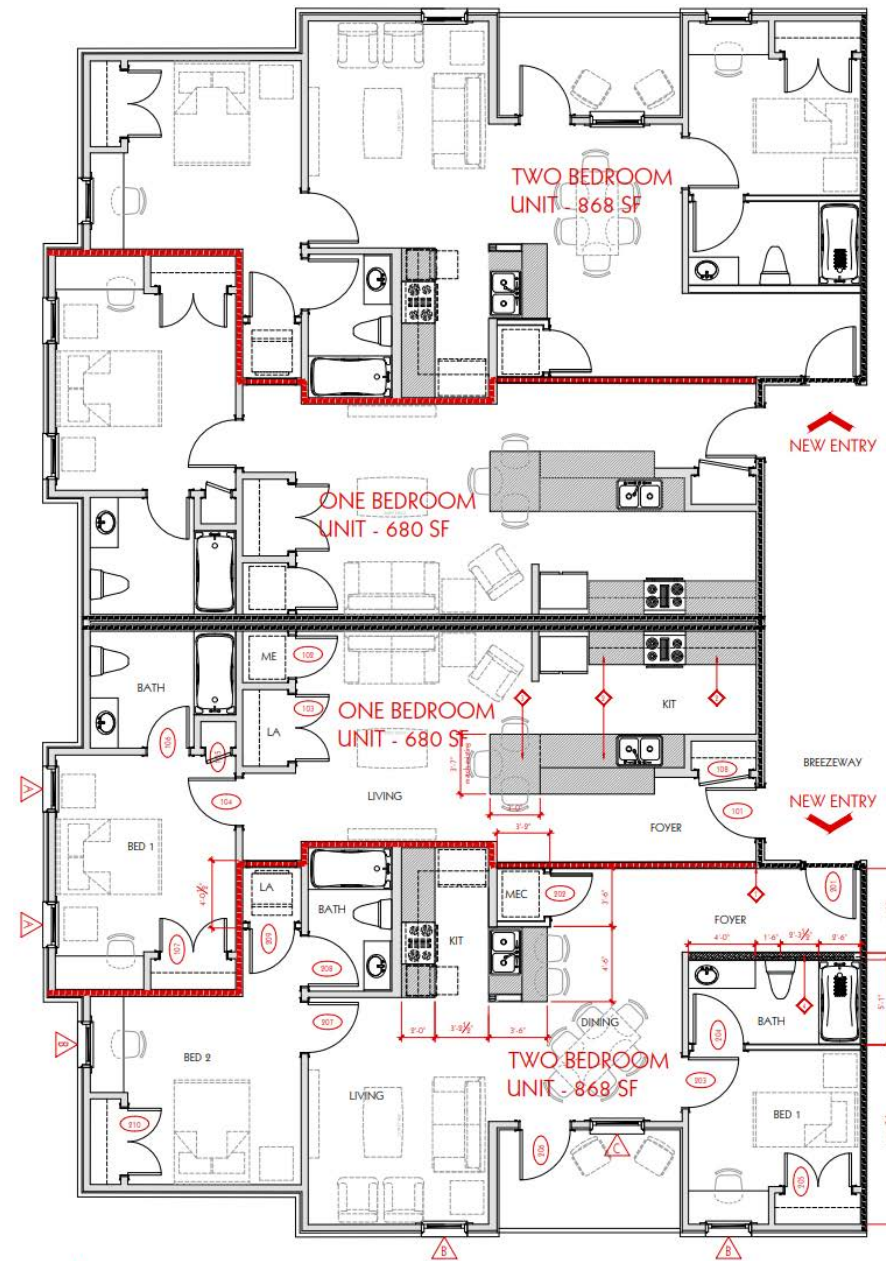


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ARCHITECTURAL PLANS



A12 TYPICAL UNIT DEMOLITION PLAN (EXISTING PRE-BIFURCATION)
SCALE: 1" = 8' (1/8" = 1'-0")



A12 TYPICAL ONE BEDROOM & 2 BEDROOM UNIT FLOOR PLANS (NEW POST-BIFURCATION)
SCALE: 1" = 4' (1/4" = 1'-0")

Bifurcation Summary



- The project remodels existing 4-bedroom units into 1- and 2-bedroom units.
- All existing buildings are fully sprinklered.

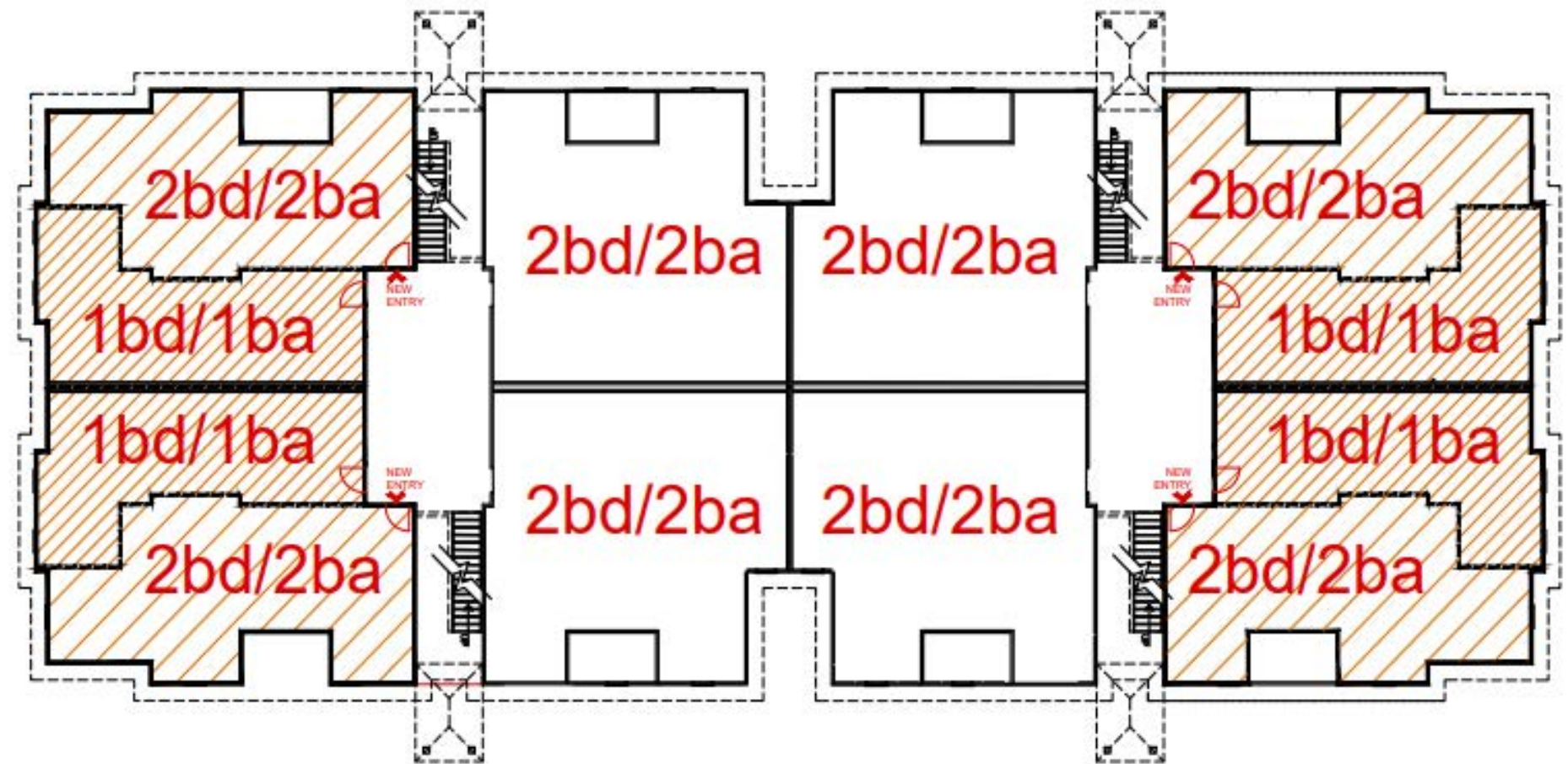
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ARCHITECTURAL PLANS

Bifurcation Summary Cont'd

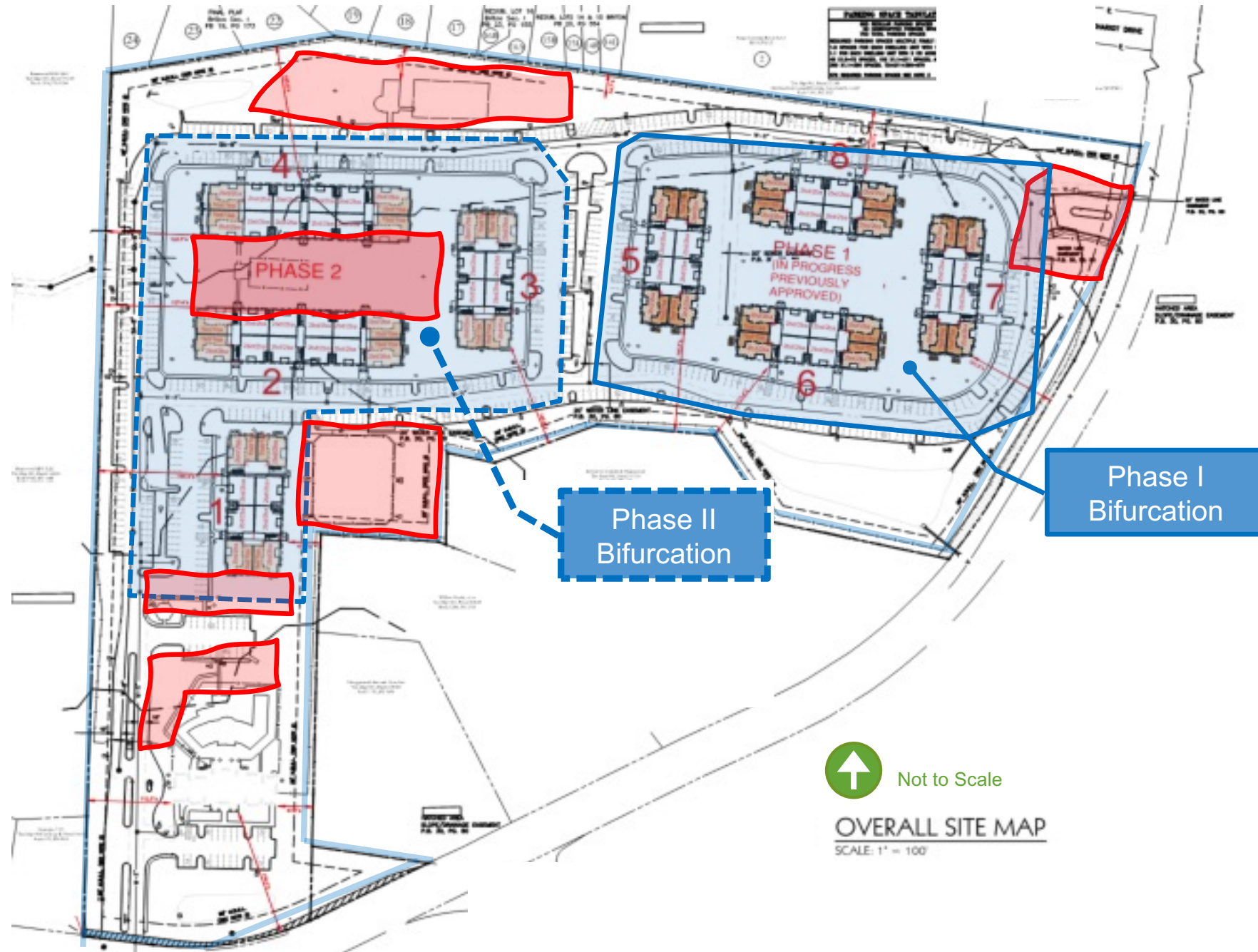
- Four (4) apartment buildings (labeled 1, 2, 3, and 4) and are included in Phase 2 bifurcation.
- Four (4) apartment building (labeled 5,6,7, and 8) were part of a previous phase 1 bifurcation project.

-  NEW 2 BEDROOM, 2 BATH UNIT (PART OF EXISTING 4 BEDROOM, 4 BATH UNIT)
-  NEW 1 BEDROOM, 1 BATH UNIT (PART OF EXISTING 4 BEDROOM, 4 BATH UNIT)



TYPICAL BUILDING BIFURCATION PLAN

RENOVATION AREAS



Site Data

Original Units:	216 Units
Site Area:	21.99 Acres
Original Density:	9.82 Units per Acre
Post Renovation Units:	312 Units
Post Renovation Density:	14.19 Units per Acre
Net Change in Units:	+ 96 units
Parking Spaces:	703 spaces

Legend

- EXISTING UNIT(S) TO REMAIN "AS-IS"
- Renovation Areas
- Phase I upgrades
- Phase II Upgrades
- NEW 2 BEDROOM, 2 BATH UNIT (PART OF EXISTING 4 BEDROOM, 4 BATH UNIT)
- NEW 1 BEDROOM, 1 BATH UNIT (PART OF EXISTING 4 BEDROOM, 4 BATH UNIT)
- Site boundary

DEVELOPMENT STANDARDS

Development Standards

- Development will include renovation of 4 buildings in Phase 2.
- The maximum building height is not changing – all existing buildings.
- Parking is existing and sufficient.
- Solid waste will be utilizing a private hauler. The existing garbage dumpster and compactor location will remain. A screen wall is existing.
- No new sidewalks will be provided.
- Mail delivery will be accommodated via one mail kiosk (being expanded)
- Telecommunication and television equipment is existing to remain.
- New AC units will be in the current existing locations – screening by landscaping or screen fences will be added.
- Building Elevation Materials: Vinyl Siding will be pressure washed as needed.
- All buildings are existing to remain with existing setbacks.
- 2035 Plan is not applicable since this is a Bifurcation only.

General Applicability Section 13b for Planned Development

- **Ownership and division of land:** *The site is owned by the developer identified on Sheet 2. The lot is currently zoned RM-12 in the City of Murfreesboro.*
- **Waiver of BZA action:** *No BZA actions will be required.*
- **Common space and common elements:** *A large central open space with a dog park is being expanded.*
- **Accessibility of site:** *Site will be accessed from Wenlon Drive, designated as a community collector street.*
- **Off-street parking:** *Parking is existing and sufficient.*
- **Pedestrian circulation:** *No new Sidewalks will be constructed with this project.*
- **Privacy:** *Currently there is no need for privacy upgrades at this location.*
- **Relationship to zoning regulations and other zoning regulations:** *A PRD is being requested for the subject property. Land Requirement Table not applicable*
- **Development Period; Phasing:** *Phase II of the project will be constructed after phase I is complete. Phase I is within the zoning density and received its site plan review approval separately. Phase 2 can only be started with an approved zone change for the site to PRD.*
- **Annexation:** *No annexation is required for this site.*
- **Landscaping:** *Landscaping will be the responsibility of the new owner.*

DEVELOPMENT STANDARDS

General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: *Shown in pattern book on pages 3-8.*
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; *Shown in pattern book pages 6-10*
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; *Shown in pattern book Pages 9-11.*
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; *Shown in pattern book Pages 11 & 13*
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; *Shown in pattern book Page 13*
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); *Not applicable.*
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; *Shown in Pattern book page 18.*
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; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; *Phase II of the project will be constructed after phase I is complete. Phase I is within the zoning density and received its site plan approval separately. Phase 2 can only be started with an approved zone change for the site to PRD.*
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; *Not applicable.*
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; *Meets all RM-12 development standards other than higher unit density at 14.19 unites per acre.*
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; *Not applicable.*
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; *The subject property is not influenced by 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; *Shown in pattern book Page 2*
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures: *Shown in Pattern Book Pages 9-10,12,14-16.*
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: *Not applicable.*

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
APRIL 5, 2023**

7:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Executive Dir. Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smith, Principal Planner
Brad Barbee, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

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. Approve minutes of the March 15, 2023 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the March 15, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 5, 2023

4. Public Hearings and Recommendations to City Council:

Zoning application [2023-402] for approximately 22 acres located along Wenlon Drive to be rezoned from RM-12 to PRD (The Murph PRD), Eastman Residential applicant.

Ms. Holly Smyth 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.

Mr. Clyde Rountree (landscape architect) and Mr. Michael Picklesimer (architect) were in attendance representing the application. Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

ORDINANCE 23-OZ-15 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 22 acres located along Wenlon Drive from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Murph PRD); Eastman Residential, applicant, [2023-402].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) 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 _____

Shane McFarland, Mayor

ATTEST:

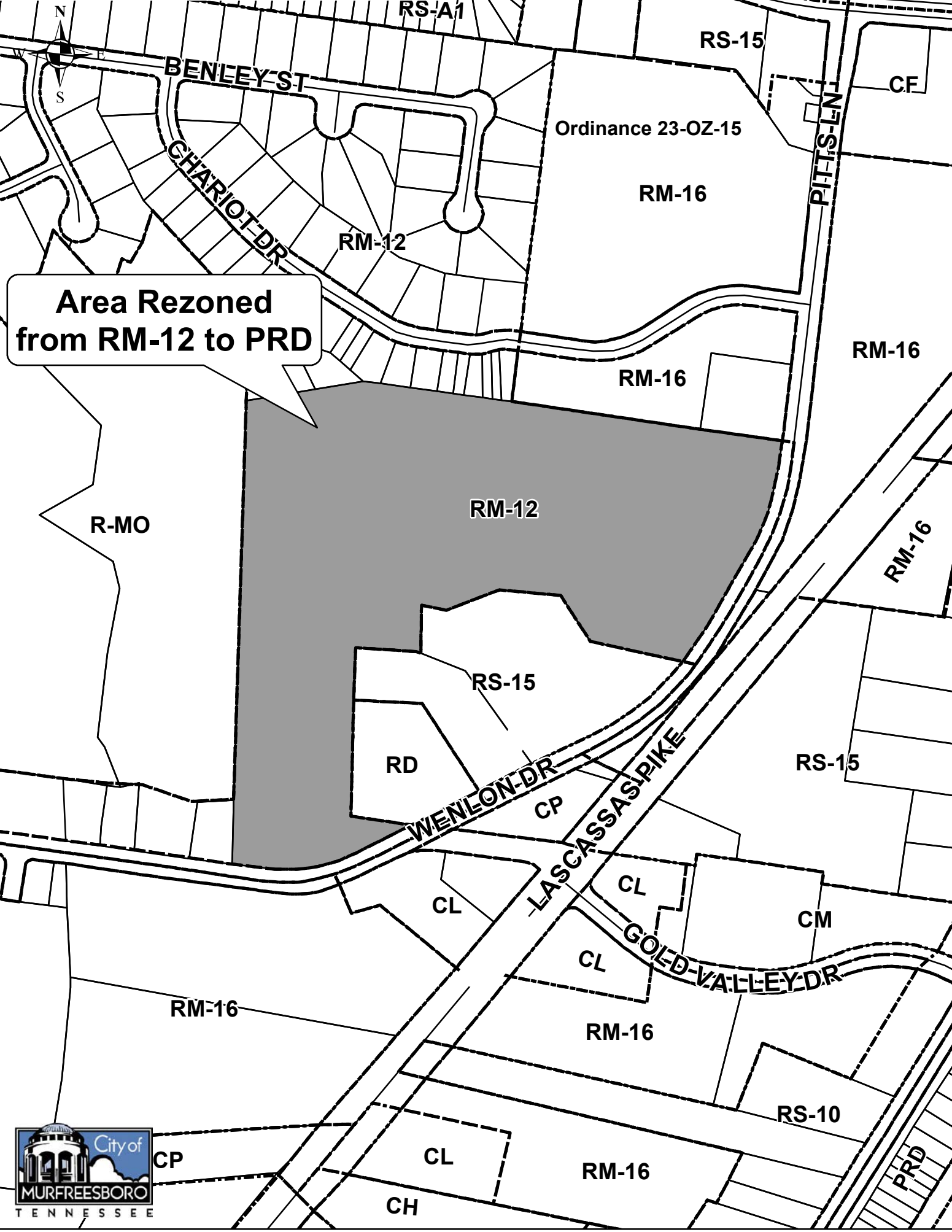
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8461...
Adam F. Tucker
City Attorney

SEAL



**Area Rezoned
from RM-12 to PRD**



CITY COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Taxiway A and Apron Pavement Rehabilitation Construction Grant

Department: Airport

Presented by: Chad L. Gehrke, Airport 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

Grant for construction Taxiway A and Apron Pavement Rehabilitation

Staff Recommendation

Accept federal and state Grant for \$1,234,566 for the completion of the Taxiway A and Apron Pavement Rehabilitation project.

Background Information

Pavement rehabilitation is required for Murfreesboro Municipal Airport Runway, Taxiway A, and a majority of the apron space. The remaining areas of pavement not addressed with this project will be replaced with a project to be funded in the future.

Council has approved construction contract with Cleary Construction of \$1,827,220. An FAA grant of \$597,910 and a state grant \$635,656 will cover the major portion of the project costs. A second federal grant of \$528,729, expect later this year. Until that grant is received, Council has approved FY19 CIP funds to make up the difference and to pay the remaining, \$64,925, which is the local portion of the project costs.

Council Priorities Served

Improve economic development

Maintaining City Facilities in a safe and effective manner while ensuring Economic Growth and Development are priorities and protect the City's investments.

Operational Issues

The Airport runway is scheduled to be closed for approximately 30 days for completion of the work. Commercial Operators and customers have been informed of the closure. Staff and consulting engineers are developing solutions to avoid reopening delays related to delivery of electrical. Barge Design Solutions is coordinating with the FAA regarding the non-precision instrument approach that will be redesigned in a period of 18-24 months.

Fiscal Impact

The construction cost, \$1,298,491 is funded by state and grants with the City CIP contribution \$64,925.

Attachments

Taxiway A and Apron Pavement Rehabilitation Grant



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 4/14/2023	End Date 4/13/2024	Agency Tracking # 40100-49630	Edison ID 74118		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Runway 36 Threshold Relocation, Taxiway A & Apron TH01MU-2, 5, & portion of 3, Rehabilitation, AOA Seal Coat & Painting Construction					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$635,656.00	\$597,910.00		\$64,925.00	\$1,298,491.00
TOTAL:	\$635,656.00	\$597,910.00		\$64,925.00	\$1,298,491.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
Speed Chart (optional)		Account Code (optional) 71302			

VENDOR ADDRESS: 5

LOCATION CODE: MURFRE-002

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of airport development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **April 14th, 2023**, ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **four (4)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **One Million Two Hundred Ninety-Eight Thousand Four Hundred Ninety-One Dollars and Zero Cents (\$1,298,491.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://www.blackcataaviation.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation-Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Email: cgehrke@murfreesborotn.gov
Telephone: 615-848-3254

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall

include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final

report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four.**

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.5. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.6. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.
- E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.8. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office.

These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances

- E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.11. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency
- E.12. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.14. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.
- E.15. Employee Protection from Reprisal.
- a. Prohibition of Reprisals:
 1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;

- ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the State or the Grantee; or
 - vii. A Federal or State regulatory enforcement agency.
- b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- E.16. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:
- a. Engage in severe forms of trafficking in persons;
 - b. Procure a commercial sex act; or
 - c. Use forced labor in the performance of this Grant Contract and subgrant agreements.
- Violation of this requirement may result in termination of this Grant Contract.
- E.17. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Grantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant Contract. The Grantee will include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.
- E.18. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Grantee understands and agrees that the State will not make nor be obligated to make any payments on this Grant until the Grantee has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- E.19. Environmental. The environmental approval for this project was issued on 11/14/2022. This project includes the following mitigation measures:
No applicable mitigation measures as the project is categorically excluded.
The Grantee understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
- E.20. Site Selection. The Grantee understands and agrees that the Project funded under this Grant Contract cannot proceed beyond the site selection study until the Grantee has received formal approval from the State to proceed.
- E.21. Pavement Maintenance Management Program. The Grantee agrees to implement an effective airport pavement maintenance management program as required by FAA Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Grantee agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Grantee further agrees that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - (1) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - (2) Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - (3) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - (4) Information Retrieval System. The Grantee must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

E.22. Project Containing Paving Work in Excess of \$500,000. The Grantee agrees to:

- a. Furnish a construction management program to the State or FAA, as applicable, prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - (1) The name of the person representing the Grantee who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

- (4) Qualifications of engineering supervision and construction inspection personnel;
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

- b. Failure to provide a complete report as described in subsection a., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the State and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Contract.

The State, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Grantee test results are inaccurate.

- E.23. Maintenance Project Life. The Grantee agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Grantee further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA and State determines that the rehabilitation or reconstruction is required for safety reasons.
- E.24. Plans and Specifications Prior to Bidding. The Grantee agrees to submit plans and specifications for State review prior to advertising for bids.
- E.25. Plans and Specifications Approval Based Upon Certification. The State and the Grantee agree that the FAA's approval of the Grantee's Plans and Specification is based primarily upon the State's and Grantee's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Grantee understands that:
 - a. The State's and Grantee's certification does not relieve the Grantee of the requirement to obtain prior FAA and State approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA and State of any limitations to competition within the project;
 - b. The FAA's acceptance of the State's and Grantee's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA and/or State determines that the Grantee has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

- E.26. Consultant Contract and Cost Analysis. The Grantee understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant Contract until the State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0173-23

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="MBT"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Murfreesboro"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000374"/>	* c. UEI: <input type="text" value="J6KZJXZ7KVY3"/>	
d. Address:		
* Street1: <input type="text" value="111 West Vine Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Murfreesboro"/>	County/Parish: <input type="text" value="Rutherford"/>	
* State: <input type="text" value="TN: Tennessee"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="37130-0001"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Chad"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Gherke"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Airport Director"/>	
Organizational Affiliation: <input type="text" value="City of Murfreesboro"/>		
* Telephone Number: <input type="text" value="615-848-3254"/>	Fax Number: <input type="text" value="615-848-3256"/>	
* Email: <input type="text" value="cgehrke@murfreesborotn.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,465,720.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="192,540.00"/>
* d. Local	<input type="text" value="192,540.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,850,800.00"/>

TDOT USE ONLY

Staff Recommended: APPROVED

Fiscal Year:

Federal: \$597,910.00

State: \$635,656.00

Local: \$64,925.00

PSR Signature:  Date:

TAC Signature: _____ Date: _____

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

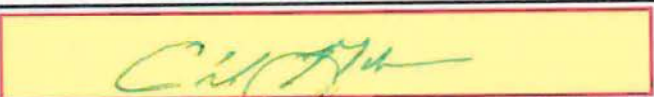
Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2024
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2024
Amount of federal funds obligated by this grant contract	\$297,911
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$17,272,043
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT TWO
PAGE TWO**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-64
Federal award date	7/13/2021
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2024
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2024
Amount of federal funds obligated by this grant contract	\$150,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$9,450,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT TWO
PAGE THREE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-70
Federal award date	7/6/2022
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2024
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2024
Amount of federal funds obligated by this grant contract	\$149,999
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,005,558
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT THREE
PAGE ONE**

GRANT BUDGET				
CM: Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction				AERO-23-278-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 4/14/2023		END: 4/13/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$1,233,566.00	\$64,925.00	\$1,298,491.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,233,566.00	\$64,925.00	\$1,298,491.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT THREE
PAGE TWO**

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction	\$1,298,491.00
TOTAL	\$1,298,491.00

TAD Project # 75-555-0173-23

Project Breakdown:

TX	\$ 297,911.00	90% Federal 59 NPE
	\$ 16,551.00	5% State
	<u>\$ 16,550.00</u>	5% Local
	\$ 331,012.00	
TX	\$ 150,000.00	90% Federal 64 NPE
	\$ 8,333.00	5% State
	<u>\$ 8,334.00</u>	5% Local
	\$ 166,667.00	
TX	\$ 149,999.00	90% Federal 70 NPE
	\$ 8,334.00	5% State
	<u>\$ 8,333.00</u>	5% Local
	\$ 166,666.00	
TX	\$ 602,438.00	95% State
	<u>\$ 31,708.00</u>	5% Local
	\$ 634,146.00	
Grant Total:	\$1,298,491.00	

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: 62-6000374

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Chad L. Gehrke

Address: 1930 Memorial Blvd., Murfreesboro, TN 37129

Phone number: 615-848-3254

Email address: cgehrke@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: 10-yr Solid Waste Plan Update

Department: Solid Waste

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

Update the City's 10-yr Plan for solid waste and materials management for the City, reinforcing that new landfill adjoining Middle Point Landfill is inconsistent with the City's solid waste management goals and objectives.

Recommendation

Adopt 10-yr Solid Waste Plan Update.

Background Information

The City adopted a 10-yr Plan in 2021. That Plan incorporated the City and Rutherford County's Solid Waste Management Vision document created in 2018 and anticipated Middle Point Landfill would close by 2027.

The proposed 10-yr Plan update incorporated includes Council adopted May 2022 version, which recognizes the inconsistency of Middle Point Landfill's application for a new landfill adjoining Middle Point Landfill. Opposition to the new landfill was consistent with the goals and objectives of the City's previously adopted Plan.

The update memorializes the progress made with a Qualified Biogas Facility being designed at 2120 Butler Dr. It also reflects the City's charter amendment that permits the City to create a municipal solid waste authority.

Lastly, the update recommends initiating an eight-year strategy to move the Solid Waste Department toward a self-supporting utility service. This strategy entails a proposed \$2 increase per month per residential solid waste customer and \$5 increase per month per commercial solid waste customer outside the City Core Overlay. The current rate for commercial customers within the City Core Overlay remains unchanged.

Council Priorities Served

Responsible Budgeting

Development and implementation of a viable plan for handling of solid waste is critical to responsibly budgeting for the future provision of this utility service to residents in a cost-effective manner.

Attachments

Solid Waste Management 10-yr Update Plan for City of Murfreesboro

Solid Waste Management Plan 10-yr Update for City of Murfreesboro



May 10, 2023

Prepared for:

TN Dept. of Environment and Conservation Division of Solid Waste

Adopted by:

Murfreesboro City Council

May 18, 2023



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1 Executive Summary

1.1 Background and Introduction

In Rutherford County, TN, the Middle Point Landfill is projected to reach capacity around 2027.¹ This Class I landfill received 975,900 tons of waste in 2017—265,000 tons from within Rutherford County and 710,900 tons from other counties. Middle Point Landfill is owned and operated by BFI Waste Services of Tennessee, LLC, a subsidiary of Republic Services, Inc. (Republic).

Table 1– Middle Point Landfill Annual MSW Tonnages Received

Year	Total Tonnage	Rutherford Tonnage	Co. Other County Tonnage
2017	1,014,574	261,334	753,240
2018	1,130,336	333,570	796,766
2019	985,659	313,803	671,856
2020	902,587	309,954	592,633
2021	1,045,831	311,992	733,839
2022	1,027,515	287,198	740,317

Both Rutherford County (the “County”) and the City of Murfreesboro (the “City”) enjoy financial benefits related to the Landfill. They receive free disposal of approximately 82,750 tons of residential waste delivered from the County and the City. Republic also pays the County a host community fee of \$1.20 per ton of out-of-county waste disposed at the Landfill. Currently, these benefits are worth approximately \$4.1 million per year.²

When the Middle Point Landfill reaches its permitted capacity and closes, the County will lose the financial benefits they have with the Middle Point Landfill. The other counties contributing to Middle Point will then need to dispose of waste in another location. To evaluate the situation and plan for the future, the County, along with Rutherford County’s municipalities—Eagleville, LaVergne, Murfreesboro, and Smyrna (collectively, the “Cities” or the “Rutherford Municipalities”) created the Solid Waste Advisory/Steering Council (SWAC) in 2016. The Cities and the County sought to consider various proven solid waste management strategies, including recycling, composting, conversion technologies, and other diversion programs, and to evaluate implementing one or more of these strategies through public-private partnerships.

The SWAC engaged Gershman, Brickner and Bratton, Inc., to prepare a “vision” document outlining the future solid waste disposal and materials management pathway for Rutherford County and Murfreesboro. This document, completed in 2018, recommended a Middle Point 2.0 option, which entailed an expansion of the landfill onto the construction and demolition (C&D) landfill property owned by Rutherford County that adjoins Middle Point Landfill to the south. The Rutherford County Commission unanimously rejected the Middle Point 2.0 option.

¹ 2015-2025 Solid Waste and Materials Management Plan; for the Tennessee Department of Environment and Conservation; April 22, 2015.

² Host community fees of \$853,080 + (82,750 tons of waste disposed x \$40 market rate for disposal) = \$4,163,080



At the end of 2020, the County prepared a request for proposals (RFP) for integrated solid waste management solutions. The RFP overview stated:

In anticipation of the expected closure of the Middle Point Landfill, Rutherford County is accepting sealed proposals from qualified companies for one, some, or all functions and services needed to develop a local integrated solid waste system. These functions include comprehensive public education, residential solid waste collection, transfer and transport of materials, processing facilities and technologies, landfill disposal, and landfill mining with reclamation of the existing County landfills.

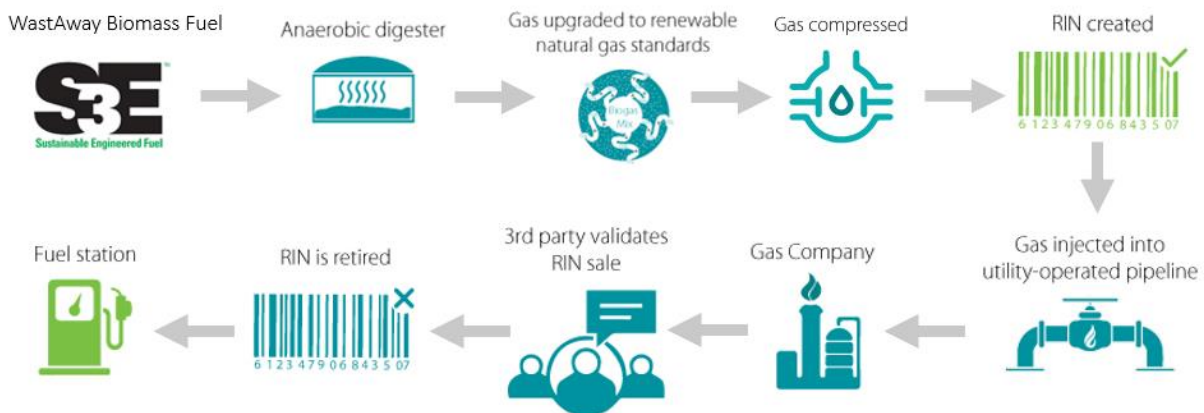
The purpose of this Request for Proposals (RFP) is to solicit proposals and gain adequate information from which the County may evaluate and compare options, support development of infrastructure, and provide long-term efficient, effective, economically feasible, environmentally responsible solutions for development of an integrated solid waste system in Rutherford County, Tennessee. The County intends to enter into long-term agreements, and possibly partnerships, to establish and maintain infrastructure and services to responsibly manage residential solid waste materials generated in Rutherford County.

This RFP clearly anticipated that the Landfill would close and precludes any expansion of the Landfill from its presently permitted boundaries.

Rutherford County received nine proposals that have been sequentially evaluated beginning in April and ending in May of 2021. In October 2022, the County approved allocating \$200,000 for design services for an expandable transfer station on Rutherford County property. Three firms submitted proposals to Rutherford County’s request for qualifications – Griggs & Maloney, TriAD, and HNA Engineering. TriAD was selected as the preferred design firm; however, no agreement has been executed at this time.

In July 2021, the City entered into an agreement with WastAway Services to determine the viability of a waste-to-fuel or waste-to-energy project. In July 2022 a new business case was developed that demonstrated the ability for WastAway’s SE3 to be used as feedstock into an anaerobic digester to produce bigas; further refined to renewable natural gas (RNG). Additionally, if the RNG is used for transportation purposes, RINs or a Renewable Identification Number, can be assigned for sale. WastAway’s SE3 fuel qualifies as a D3 RIN, which is biofuel created from a cellulosic base. D3 RINs trade at 11.7 times the value of ethanol. The current market rate for D3 RINs is almost \$38 / MMBTU.

SE3 Converted to RNG and RIN Lifecycle





In December of 2022 the Murfreesboro City Council approved a \$2.5 million contract with WastAway for design and consulting services to construct a Qualified Biogas Project on City-owned property on 2120 Butler Drive.

At present, the County and the Rutherford Municipalities independently manage their own solid waste. The SWAC recommended that they address the impending closure of Middle Point Landfill by working together and forming a Solid Waste Management Authority under the Tennessee Solid Waste Authority Act of 1991. This approach was seen as offering the best balance of strength and feasibility. The other option for all of the municipalities working together would be for the County to develop interlocal agreements (ILA's) between municipalities that wished to jointly cooperate in meeting the County's solid waste needs and recycling or material recovery goals.

1.2 Purpose of the 10-yr Planning Document

The purpose of this document is to provide updated information in accordance with T.C.A. § 68-211-815(b) and as required to update progress in accordance with T.C.A. § 68-211-814 (a)(2) and (3) which states:

- (2) The plan may be revised at any time to reflect subsequent developments in the region. Each revised plan shall be submitted to, reviewed by and approved or disapproved by the department of environment and conservation in the same manner as the initial plan.
- (3) Each municipal solid waste region shall submit an annual progress report to the department covering the next ten (10) years that includes, at a minimum, the information contained in §68-211-815(b).

1.3 Greater Nashville Regional Council (GNRC) Solid Waste Task Force

On October 19, 2022, the GNRC adopted a resolution establishing a regional strike force to formulate strategies to address Middle Tennessee's current and emerging challenges related to Solid Waste. Two meetings have been held.

1. The first meeting was held on February 17, 2023 and reviewed the top concerns as identified in the regional master plan developed by GNRC in 2021. Those top concerns are as follows:
 - Capacity of Current Landfills
 - Rising Costs of Waste Management,
 - Collection, Transport, Recycling, Disposal
 - Rapid Growth Accelerating Waste Generation
 - Pollution and Nuisance Issues
 - Lack of Coordination
 - Relationships with Regulators

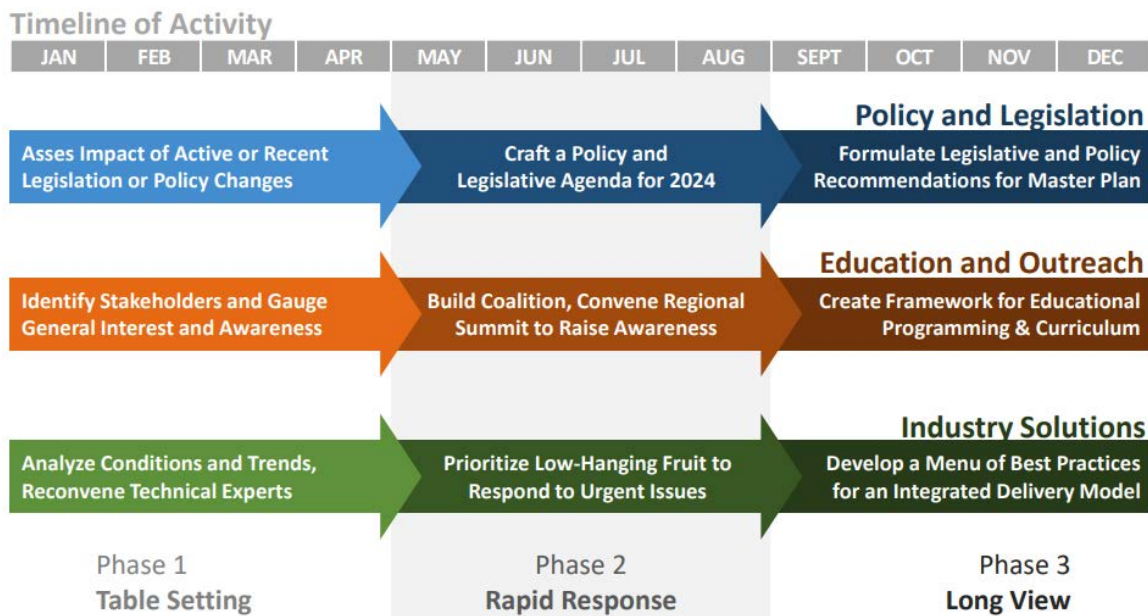
In dealing with those concerns, the objectives defined are as follows:

- To formulate a short-term response to current and emerging issues related to Solid Waste
- Guide an update to Middle Tennessee's current solid waste master plan
- Develop a work plan for the strike force
- Plan for a regional summit



2. The second meeting of the strike force was held on April 18, 2023. The goal was to develop a draft work plan by formulating three distinct working groups focused on the following topics:
 - Policy and Legislation with the intent to help clear administrative and legal obstacles, defend against additional constraints, and recommend a legislative framework that ensures the successful implementation of the region’s master plan.
 - Education and Outreach with the intent to identify strategies to raise awareness about the issue, create a sense of urgency, and to empower Middle Tennesseans to find solutions together.
 - Industry Solutions with the intent to establish a framework for identifying technically sound, fiscally responsible, and forward-thinking practices to improve solid waste systems across the region.
 - The strike force work plan for each group was laid out per the following exhibit.

Figure 1– GNRC Strike Force Work Plan



GNRC also provided the strike force with the following resources for collecting mapping and data through an online portal:

www.gnrc.org/dashboards/solidwaste

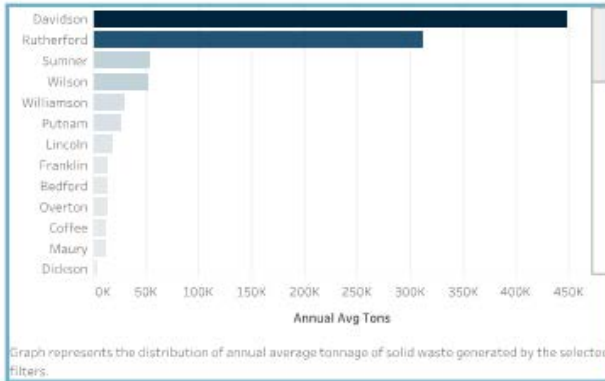
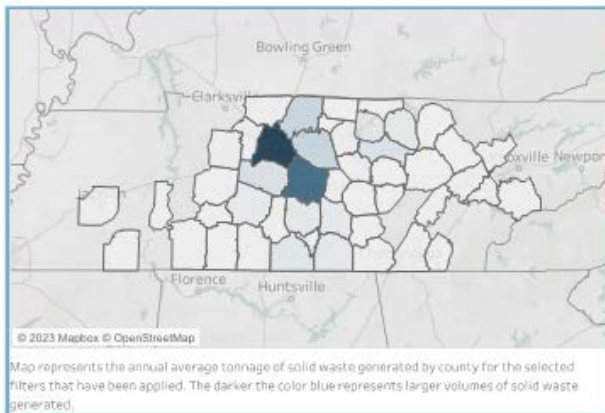
www.gnrc.org/maps/solidwaste

Two examples of the dashboard for Middle Point landfill and Rutherford County are provided.

Figure 2– GNRC Data Portal for Middle Point Annual Average Tonnage by County



Solid Waste Generated by County



Solid Waste Landfilled by Site

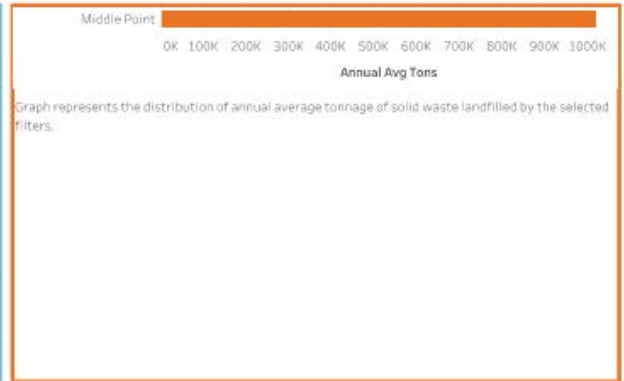
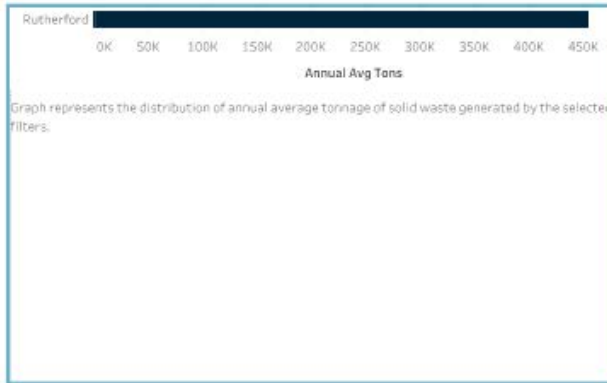


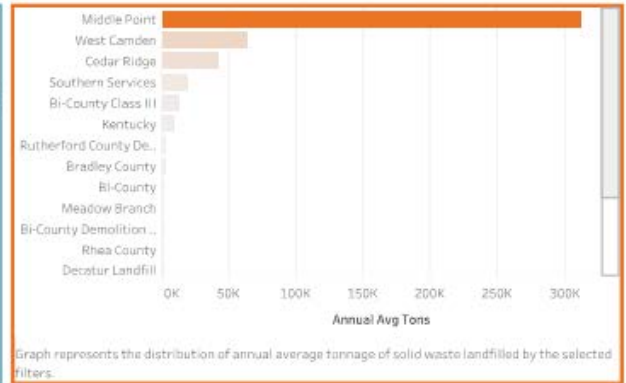
Figure 3– GNRC Data Portal for Rutherford County Annual Average Tonnage by Landfill



Solid Waste Generated by County



Solid Waste Landfilled by Site



2 10-Yr Plan Objectives

The following plan objectives provide a top-level description of this 10-yr plan as a business plan for handling of solid waste in Rutherford County for the next ten years. Figure 4 below shows the four plan objectives.

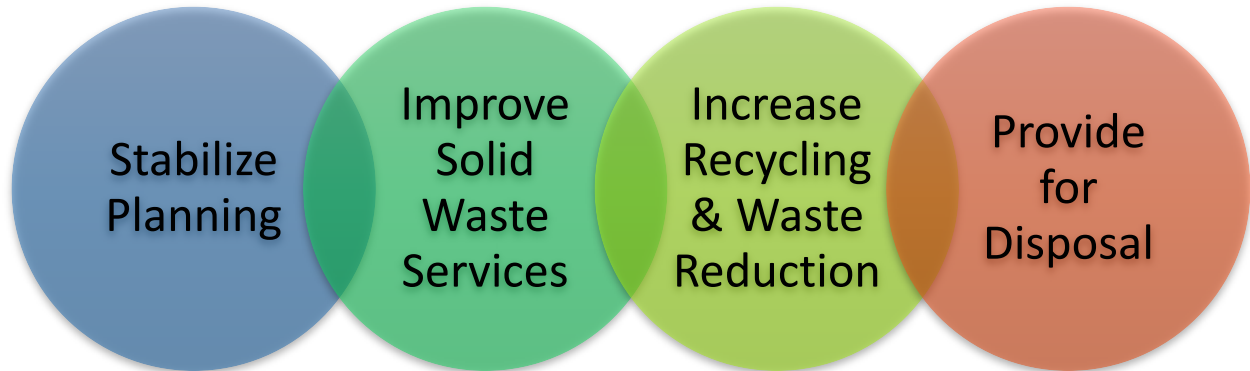


Figure 4– 10-yr Planning Update Document Objectives

2.1 Stabilize Planning

The first objective of this 10-yr planning document is to lay a foundation for future solid waste planning in Rutherford County.

From the onset of this project, the County was committed to build partnerships with the Rutherford Municipalities. This 10-yr Planning Document presents a county-wide approach to solid waste planning which could advance the development of a cost-effective and fair system that promotes significantly higher levels of recycling and landfill diversion as well as provide for access to disposal capacity once the Middle Point Landfill closes 5 to 7 years from now.

2.2 Improve Solid Waste Services

The next objective of the 10-yr Planning Document is to improve access to recycling, especially at the curb—i.e., at people’s homes. It will also seek to facilitate synchronized services, which will improve efforts with community education and participation. At present, the County and the Rutherford Municipalities have different sets of services and systems for their residents. With a consolidated set of service offerings and expanded access to curbside recycling, residents will enjoy greater and easier opportunities to reduce waste sent to landfill and benefit from cost savings associated with economies of scale. In other words, broader consolidated service can improve services as well as reduce costs for individual customers.

2.3 Increase Recycling and Waste Reduction

The third objective of the 10-yr Planning Document is to use goal-setting and growth in recycling participation to increase recycling tons and improve efforts to divert or reduce waste. There is a three-prong approach to this objective: Access, Information, and Implementation. A comprehensive effort to improve access to services, provide easy-to-use information on how to participate, and engage participants actively is part of the planning process that underlies this objective.



2.4 Provide for Disposal

In the fourth objective, the 10-yr Planning Document describes how Rutherford County can secure waste disposal capacity beyond the closure of Middle Point in about 2027.^{3,4} The 10-yr Planning Document also describes how the disposal capacity can be secured and managed. The most effective approach is for the municipalities and the County to work together so that long-term contracts can be offered, opening the door for greater economies of scale and better technology applications.

Based on TDEC’s annual progress reports, the following estimated life for surrounding regional landfills has been published. In public meetings representatives of Republic Services have stated 4 years remaining on Middle Point and representatives of Waste Management have stated 8 years remaining on Cedar Ridge.

Table 2– Regional Landfill Remaining Airspace and Expected Life

Landfill	TDEC Annual Progress Reports	Remaining Airspace	% Remaining Airspace	Estimated Life
Middle Point (Rutherford Co.)	2020	13,728,153	35.4%	10.67
	2021	6,823,760	17.6%	6.17
	2022	5,847,592	15.1%	6
Bi County (Montgomery Co.)	2020	11,526,581	100.0%	32.33
	2021	11,185,712	97.0%	32.83
	2022	3,342,954	29.0%	10
Cedar Ridge (Marshall Co.)	2020	7,690,635	44.5%	9.5
	2021	7,690,635	44.5%	11.25
	2022	6,516,575	37.7%	11
West Camden (Benton Co.)	2020	14,640,770	49.5%	18.92
	2021	14,030,920	47.4%	20.83
	2022	13,307,870	45.0%	17

³ 2018 Remaining Life Survey: Sanitary Landfills in Tennessee; State of Tennessee Department of Environment and Conservation, Division of Solid Waste Management; April 2018.

⁴ 2015-2025 Solid Waste and Materials Management Plan; for the Tennessee Department of Environment and Conservation; April 22, 2015.



3 Current System

Rutherford County is one of the top five most populated counties in Tennessee, and its rate of population growth is expected to be the highest in the State of Tennessee⁵. The 2020 U.S. Census estimate for Rutherford County’s population was an estimated 341,486, and by 2030 the population is expected to be 420,000.

3.1 Public Sector

Waste originating from all generators in the County that is disposed at the Middle Point Landfill is currently estimated at approximately 350,000 tons of solid waste per year, based on tonnage reports from the Middle Point Landfill. This includes the 82,750 tons disposed for free per the host community agreement, in addition to other tons collected by private haulers. The County provides solid waste disposal and recycling services to its residents through 14 convenience centers (branded as Recycling Centers) and one recycle-only center. The County Solid Waste Department operates the 14 convenience centers and provides front-end loader recycling and waste collection and transportation services for all 60 County and City of Murfreesboro (City) schools. The County also owns and operates the Rutherford County Landfill, a Class III/IV facility, which is limited to the receipt of yard waste, brush, construction and demolition waste, and shredded tires. In late February 2018, the Rutherford County Landfill stopped accepting C&D materials and now only accepts brush and tires. Figure 5 lists details of the Rutherford County solid waste system.

Figure 5 – Rutherford County Solid Waste System and Services

Recycling Centers	<ul style="list-style-type: none"> • 14 for solid waste and recycling • 1 for recycling only
Limited Curbside Collection of solid waste and Recycling	<ul style="list-style-type: none"> • Private subscription service • ~ \$17/month solid waste • ~ \$14/month recycling • ~\$31/month for both solid waste and recycling
Rutherford County Landfill	<ul style="list-style-type: none"> • County owned and operated • Brush and tires only • Nearing capacity
Middle Point Landfill	<ul style="list-style-type: none"> • Republic Services owned and operated • Municipal solid waste • 8 to 10 years capacity

⁵ Population Projections for the State of Tennessee, 2010-2030; The University of Tennessee Center for Business and Economic Research; June 2009.



Figure 6 – Rutherford County Municipal Solid Waste Generate

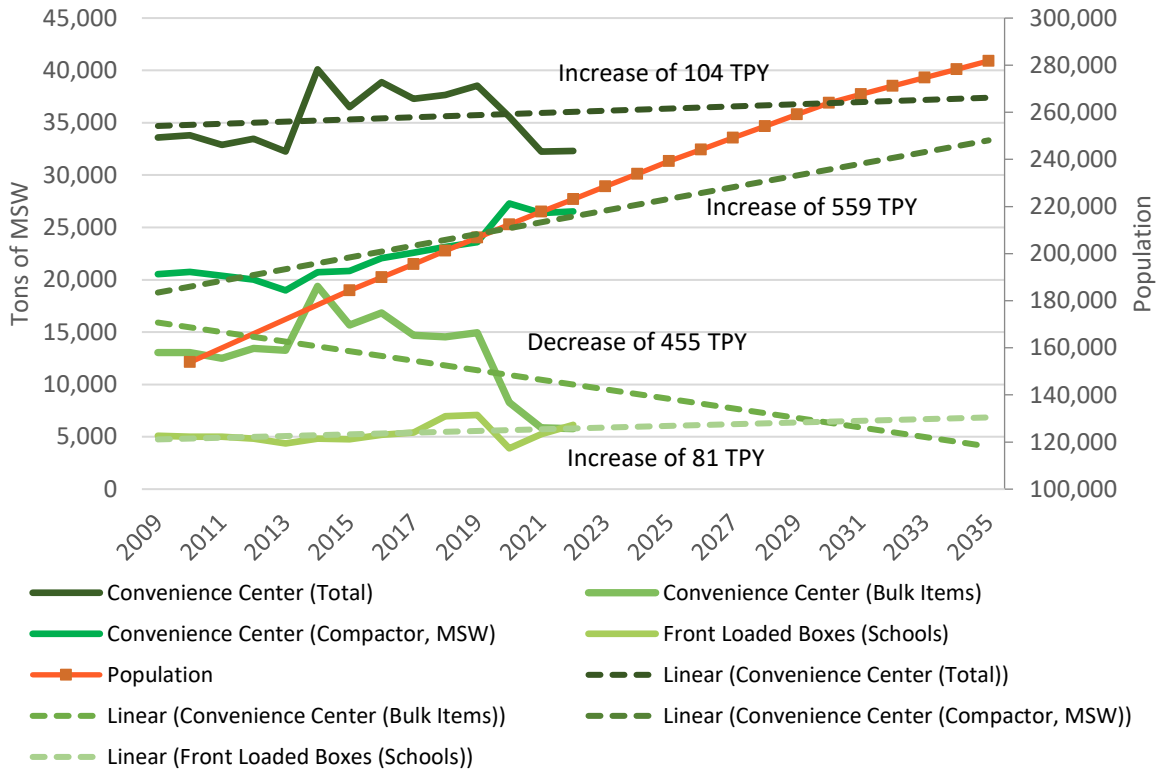


Figure 6 illustrates the total tons of MSW generated by Rutherford County through 2022 and projected through 2035.

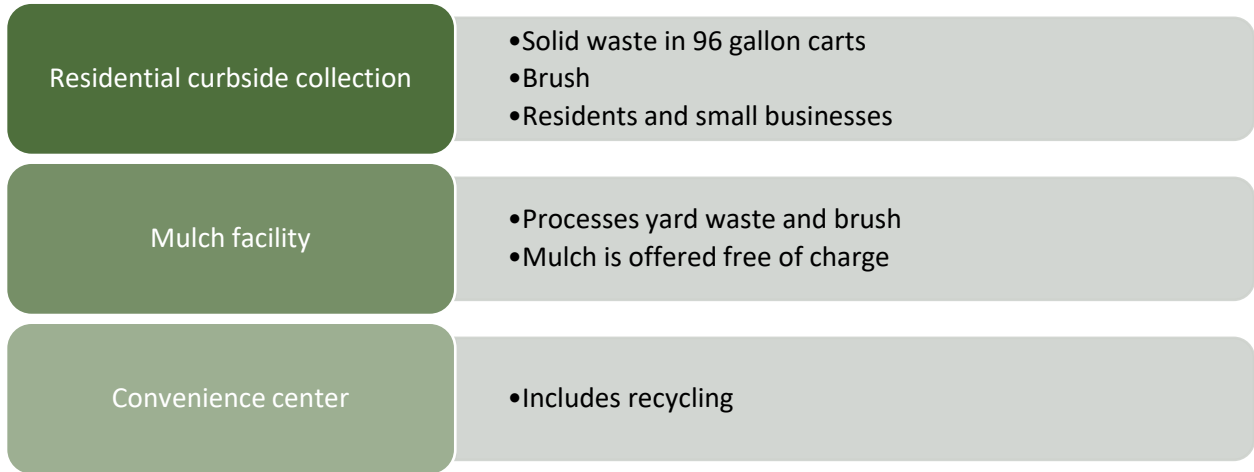
The County’s recycling rate is approximately 17%. To improve recycling, the County launched a campaign known as “Operation: Rutherford Recycles.” This campaign includes better signage at the convenience centers and a public education initiative, although efforts have been modest and there is great opportunity to expand this brand, benefits from the engagement www.renewalrutherford.com has been built.

The City, which serves as the County seat, operates one convenience center, and provides residential curbside garbage and yard waste collection services. Small businesses that generate waste similarly to residences can also receive collection services through the City. Recycling services are provided at the convenience center. The City also operates a mulching facility to manage yard waste and brush.

Figure 7 through Figure 11 list details of the solid waste systems in the cities and towns of Rutherford County.

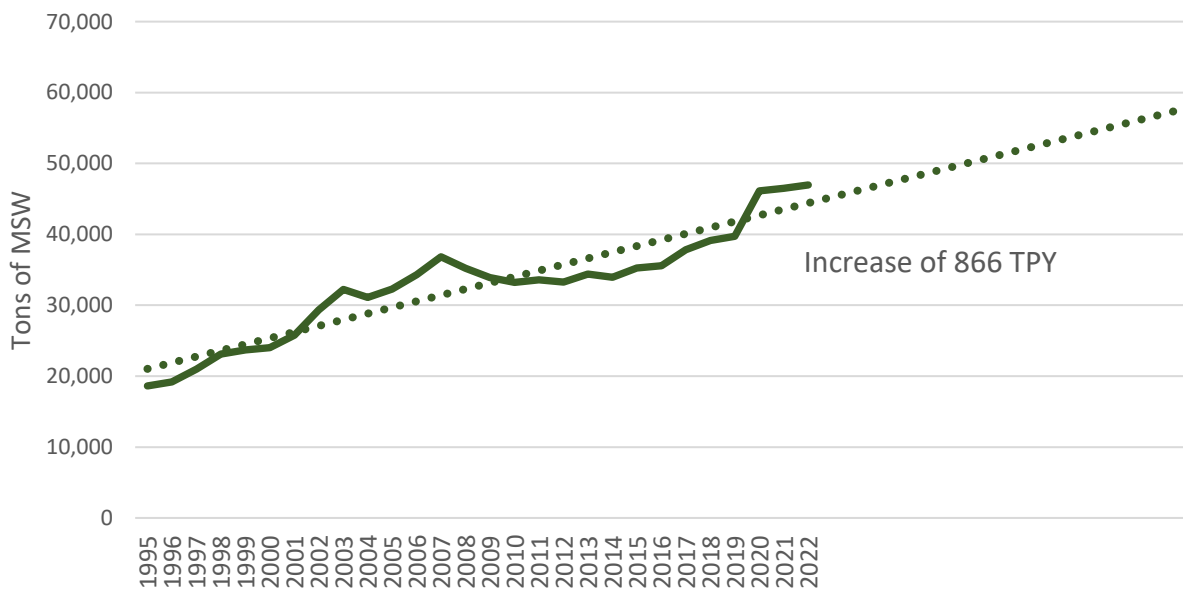


Figure 7 – City of Murfreesboro Solid Waste System and Services



Murfreesboro’s municipal solid waste generation for the past 27 years can be summarized in the chart below:

Figure 8 – City of Murfreesboro Municipal Solid Waste Generation



Murfreesboro citizens have generated an average of 0.30 tons per person per year or approximately 1.64 pounds of municipal solid waste per person per day in the last 10 years. Note that these averages are based on MSW collected by the City and does not account for a per capita waste load generated by other private commercial or food service establishments.

Smyrna, LaVergne, and Eagleville provide information and services to their residents, in addition to access to the Rutherford County Recycling Centers.



Figure 9 – Town of Smyrna Solid Waste System and Services



Figure 10 – City of LaVergne Solid Waste System

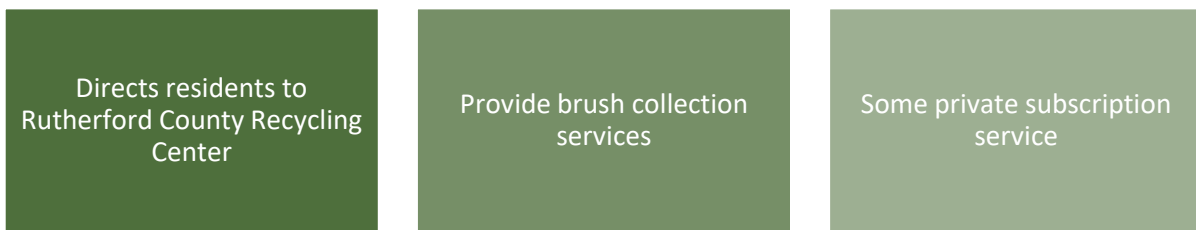
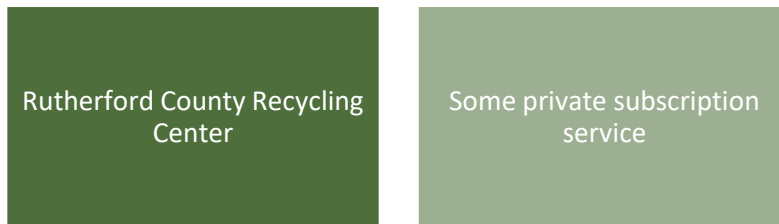


Figure 11 – City of Eagleville Solid Waste System



3.2 Private Sector

Middle Point Landfill is owned and operated by BFI Waste Services of Tennessee, LLC, a subsidiary of Republic Services, Inc. (Republic). Middle Point is a Class I landfill and has an annual permitted capacity of 1.092 million tons; in CY2022, it received 1,027,515 tons. Given that Rutherford County only disposed 287,198 tons in 2022 at Middle Point, the remaining 740,317 tons originated from 30 other counties. This 10-yr Planning Document assumes that the Landfill, in its current configuration, will be closed to waste at the end of 2027.

Both the County and City enjoy host community relationships and significant benefits with Republic related to the Landfill. (See Attachment 1 and Attachment 2 for the host community agreements.) Free disposal is provided to the County for residential waste delivered from the County and the City. In CY2020, the quantity of solid waste delivered from the City to the Landfill was 46,478 tons. The County receives a host benefit from Republic of \$1.20 per ton of out-of-county waste disposed at the Landfill.

The Landfill discharges leachate to the City’s sewer system. In addition to free solid waste disposal, the City also receives other benefits related to solid waste and recycling services such as the provision and hauling of solid waste dumpsters at several City properties, provision and hauling of containers for solid waste and recycling at the City’s convenience center, and revenues from the sale of recyclables collected at the City’s convenience center.



Republic sources other waste for the Landfill from contracts it has with other local governments (e.g. Metropolitan Government of Nashville and Davidson County), its own collection services in the region, and from private haulers and local governments that deliver waste either directly to the Landfill or to Republic's nearby transfer station in Nashville.

In 2027, or when the current permitted capacity is exhausted, per the terms of their respective host community agreements, the County's host community benefits will end. To frame the potential economic impact of this, costs of future landfill gate rates in the region might be \$40 per ton and the cost for a transfer station and hauling services to add another \$15 to \$20 per ton—i.e., \$55 to 60 per ton, total, for estimating purposes. For the 82,750 tons per year that the County and City collectively generate and have managed through Republic and its Landfill, there could be an annual expense of approximately \$4.5 million to \$4.9 million, in addition to the annual loss of about \$750,000 in host community financial benefits that the County enjoys from Republic until the landfill closes. Also, an additional 182,000 tons of waste managed by others will need to find a new place for disposal, and the County will be competing in the marketplace with other customers of Middle Point and the regional landfills that are closing in the near-term.⁶ Because of this, and to ensure for the proper management of their solid wastes and that managed by others in the County, the County and the City must explore alternatives to prepare for a future when Middle Point Landfill reaches capacity and closes.

Republic had previously indicated to the City and the County that the company would probably not seek an expansion of the Landfill due to a soil deficit. The Landfill has also been under significant public scrutiny due to odors associated with its operations to the extent that in November 2015 a public meeting was held with several environmental groups and neighbors of the Landfill to discuss current and future options. The County and the City previously believed that Republic might seek to develop a transfer station and enter into a public/private partnership with the County. Discussions in early 2018 about filling waste in the airspace between Middle Point Landfill and the Rutherford County Landfill did not advance when considered by the County Commissioners in April 2018. The vote taken to reject allowing preliminary testing was unanimous.⁷

⁶ "FY2016 Rutherford County Solid Waste Needs Assessment," prepared by the Greater Nashville Regional Council for the Tennessee Department of Environment and Conservation, <https://www.tn.gov/content/dam/tn/environment/solid-waste/documents/counties/sw-mm-rutherford-na-fy16.pdf>

⁷ "Middle Point Landfill expansion plans killed by Rutherford County Commission," Daily News Journal, April 16, 2018. Retrieved July 31, 2018. <https://www.dnj.com/story/news/2018/04/16/middle-point-landfill-expansion-plans-killed-rutherford-county-commission/520078002/>



4 Data and Projections

The following figures and tables provide the projections for waste to be managed in the future in Rutherford County.

4.1 Tons

Figure 12 shows the projected waste generation for Rutherford County to the year FY2035. The Figure shows tons by the point at which they leave the generator, and also shows a trendline for state population projections, which is a strong indicator for waste generation.

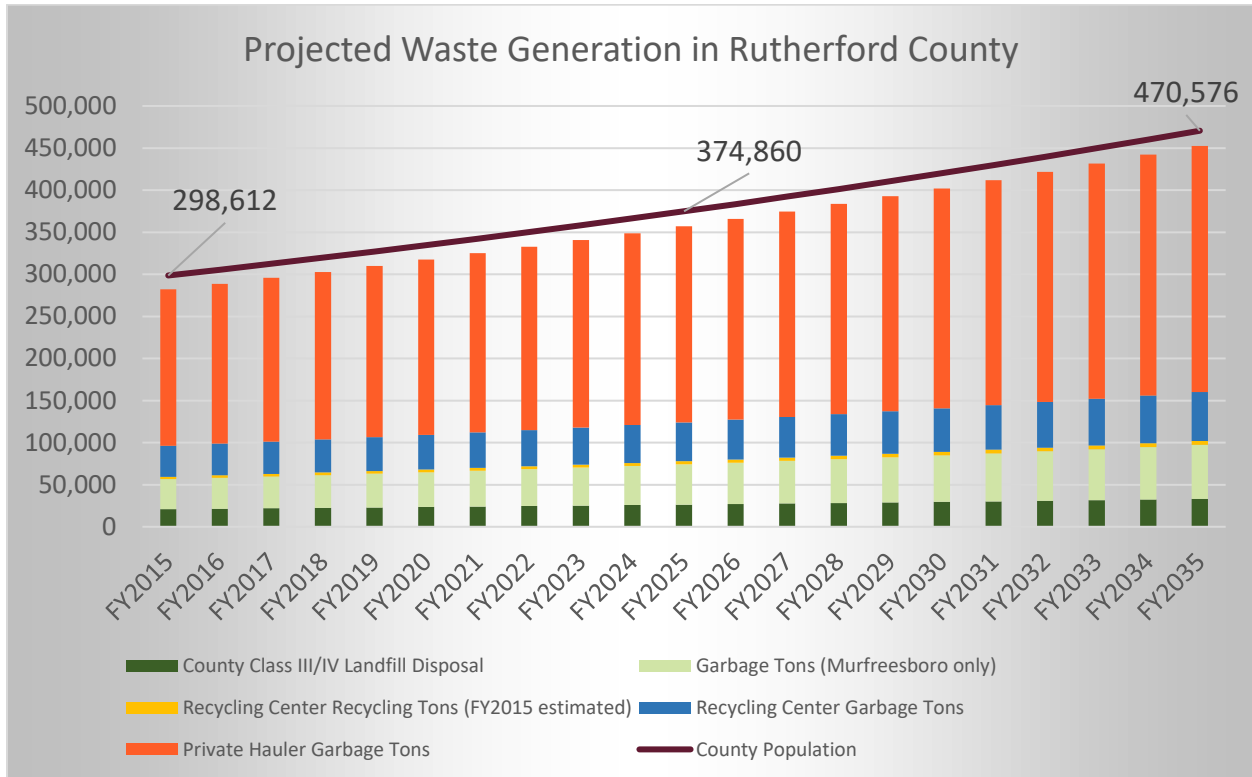


Figure 12 – Projected Waste Generation in Rutherford County to FY2035

Figure 13 shows a representative percentage of waste generation reporting for Rutherford County.

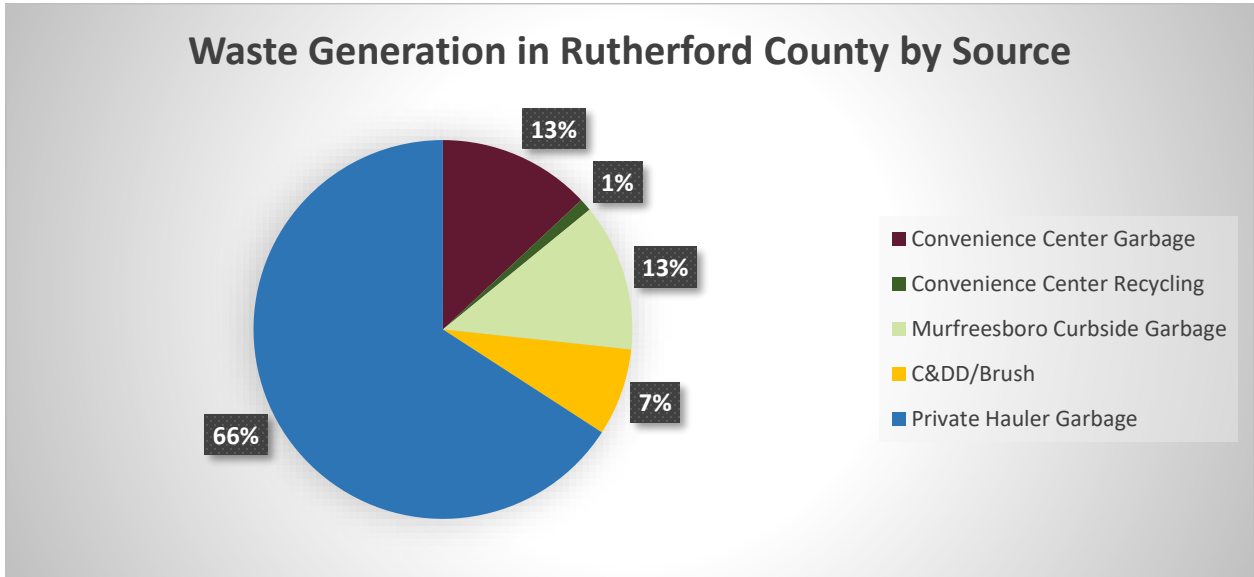


Figure 13 – Waste Generation

Figure 14 shows the estimated composition of the waste generated in Rutherford County by type of material, which also reflects the possible destinations for the waste since each type could be processed differently.

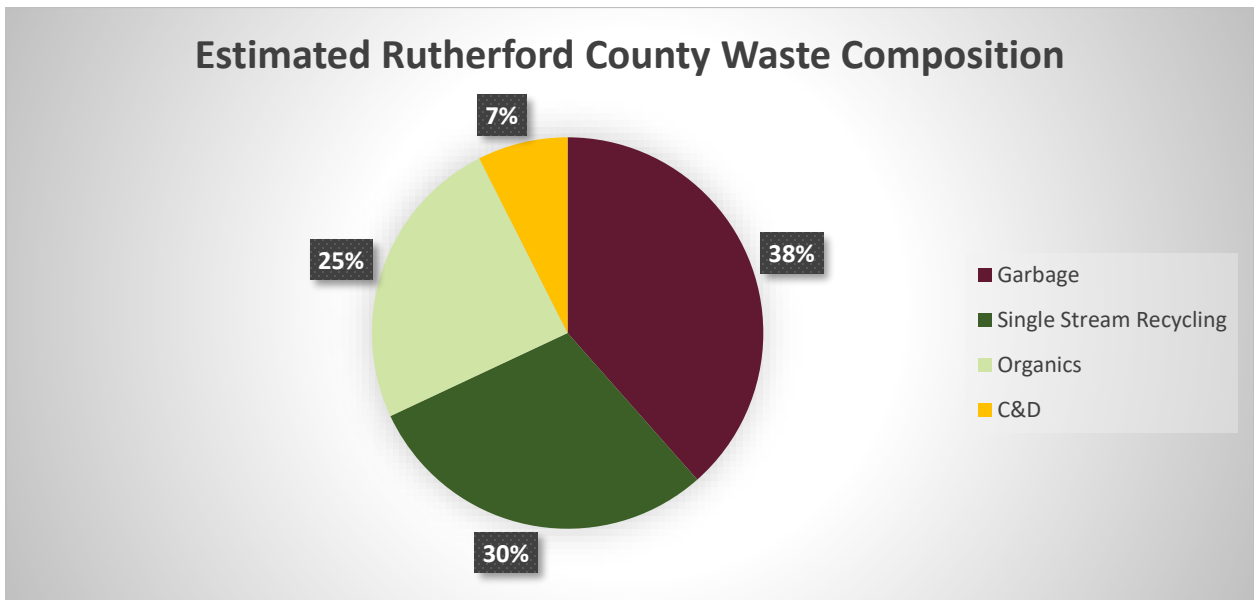
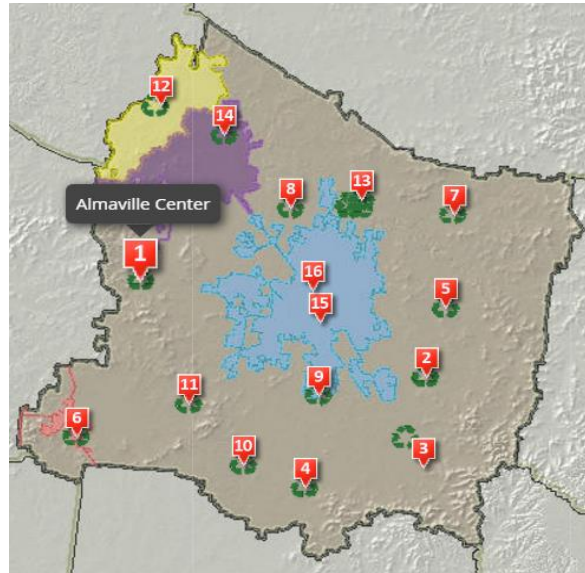


Figure 14 – Estimated Composition of Waste Generated in Rutherford County

4.2 Facilities

Residents of Rutherford County are served by a strategic network of drop-off and convenience centers called Recycling Centers, with staff on-site and comprehensive services. The facilities are staffed and most accept both recyclables and household trash.



- LaVergne
- Smyrna
- Murfreesboro
- Eagleville

Figure 15 – Recycling Centers in Rutherford County

Figure 16 shows the relationship between the Recycling Centers with regards to what proportion of that waste sector comes from which center. The center with the largest tons is Weakley Lane. The centers in Almadille, Walter Hill and Sand Hill are close to Weakly Lanes tonnage. All four of these centers make up 58% of the tonnage collected in the County.

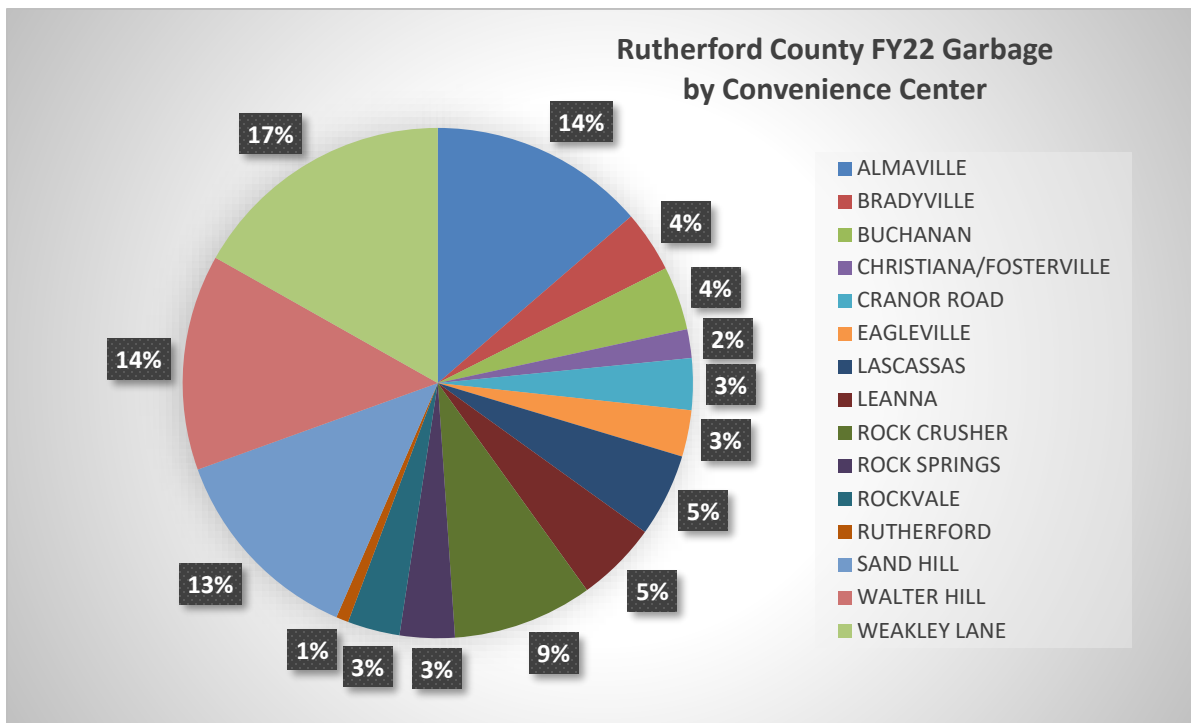


Figure 16 – Proportion of Rutherford County Recycling Center Waste Generation by Center Name



4.3 Population

Figure 17 shows population projections from the University of Tennessee Boyd Center for Business and Economic Research for Rutherford County.

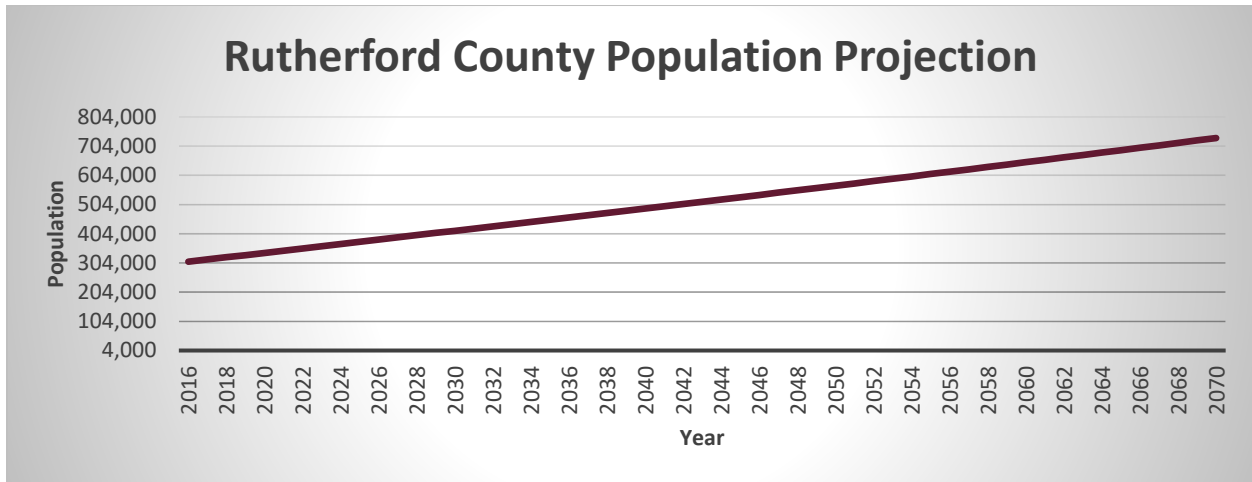


Figure 17 – State Population Projection for Rutherford County, 2016 – 2070
 Source: Boyd Center for Business and Economic Research, University of Tennessee, Knoxville - September 2017

5 Organization, Funding, and Financials

5.1 Creation of a Municipal Solid Waste Authority

As a result of the County’s decision to reject an expansion of the Middle Point Landfill as a means of dealing with its future solid waste disposal, decisions about the collection service levels, facility development, and disposal capacity must be made.

On February 27, 2018, at its final meeting, the SWAC endorsed the organizational option of creating a solid waste management authority (Authority) under the Tennessee Solid Waste Authority Act of 1991 as the best balance of strength and feasibility. The County also has the option to develop interlocal agreements (ILA) between participating municipalities to manage the County’s solid waste disposal, recycling and material recovery needs.

Based on lack of progress in establishing a County Solid Waste Authority, and the City’s efforts to construct a qualified biogas facility at the location identified on Butler Dr., the City elected to pursue a private charter amendment that would allow the City of Murfreesboro to create a municipal solid waste authority. The legislative report for the bill as of April 25, 203 is as follows:

SB1556/HB1568	Murfreesboro - creation of solid waste authority.
Sponsors	Sen. Reeves, Shane; Rep. Terry, Bryan
Summary	Local bill for Murfreesboro that authorizes the creation of a solid waste authority; authorizes the authority to issue bonds. Amends Chapter 429 of the Private Acts of 1931.
Senate Status	04/13/23 - Senate passed.
House Status	04/10/23 - House passed.
Executive Status	04/20/23 - Sent to governor.
Caption	AN ACT to amend Chapter 429 of the Private Acts of 1931; and any other acts amendatory thereto, relative to the Murfreesboro Solid Waste Authority.



The private act charter amendment allows the City of Murfreesboro the same power and responsibilities a county solid waste authority in Tennessee is afforded per T.C.A. § 68-211-901 et. seq., the Solid Waste Authority Act of 1991. Some of the powers and responsibilities a Murfreesboro solid waste authority can have include:

- Be a party in court (to sue or be sued, and to prosecute or defend charges);
- Have and use a corporate seal;
- Construct and operate projects and facilities;
- Acquire and dispose of property, including the use of eminent domain;
- Collect or receive solid waste from any party (including other governments) and enter into contracts related to that operation;
- Sell or otherwise distribute energy, steam, or any material or commodity resulting from operation of a project, facility, or service;
- Incur debts, borrow money, issue bonds and provide for the rights of the holders of such bonds;
- Charge fees and collect revenues, and pledge those receipts to debt;
- Retain paid employees that participate in the Tennessee consolidated retirement system; and,
- Employ or use the property, facilities, equipment or employees of a county or municipality, pursuant to an agreement.

In fulfillment of its powers, the following benefits are imparted to an authority.

- **Flow Control.** An authority may also restrict access to its solid waste disposal facilities by excluding waste originating outside the region and may regulate the flow of all MSW within the authority as long as the assets are publicly owned. The authority may require the delivery of any waste originating in the County to one of its transfer station(s) for transportation to a specific solid waste disposal facility.⁸
- **Debt and Finances.** No member locality of an authority is responsible for the debts or performance obligations of the authority. Costs related to planning are not the responsibility of any one government; they are shared amongst members per agreement. The costs and risks are spread broadly and proportionately among the rate payers and backed by the ability of the authority to reach out to ratepayers to support its annual and long-term financial requirements. To improve cost effectiveness and ease the initial transition, an authority can hire or contract for use of a locality's resources as it would any other vendor. For example, staff, facilities, vehicles, office space, etc.
- **Professional Clarity of Mission.** The sole mission of a solid waste authority for Murfreesboro would be to provide solid waste management planning and services to the members of the Authority and protect the environmental resources of the City. By contrast, staff and local officials from a government or legislative body have many obligations and responsibilities that also require constant attention and dispatch.

The start-up funding and resources for the authority to operate would come from solid waste user fees already established within the City. Operational assets such as offices, computers, vehicles, and even staff positions or business services (such as IT support) can be provided through other City departments. Capital funding would come from the issuance of project revenue backed debt.

⁸ Note: A County has the same waste flow control abilities as long as the assets are publicly owned.



An interlocal agreement can be entered into among the County and the Rutherford Municipalities to participate in the City’s solid waste authority. Elements of the new system could be provided through public-private partnerships, or the County could proceed with additional assets itself.

A critical part of this organizational arrangement will be to set up the Authority to bear the financial and operational responsibilities. Any debt issuance, property ownership, or human resource responsibilities could remain with the City, County or the Municipal Authority. The other County municipalities could be both partners and customers of the Murfreesboro Solid Waste Authority; the degree to which one relationship outweighs the other would depend on the terms of the interlocal agreement.

The possibility remains that the City’s solid waste authority may evolve towards a County solid waste authority. In the event that occurs, the most recent population count in Rutherford County and its associated municipalities, a proportionate breakdown of a seven-member Solid Waste Authority Board would be as follows:

Table 3 – Proportionate Representation for a Rutherford County Solid Waste Authority

Municipality	Population	% of Total	# SW Board Members
Murfreesboro	152,769	45.03%	3
Smyrna	53,070	15.64%	1
LaVergne	38,719	11.41%	1
Eagleville	813	0.24%	0
Unincorporated County	93,890	27.67%	2
Total	339,261	100.0%	7

5.2 Methods of Funding a Solid Waste System

A new or revised solid waste system funding approach should accomplish the following objectives:

- Ensure sufficient revenues are generated to cover the costs and reserve fund requirements of the system and programs, with reliable sources of revenue that are not dependent on the amount of waste generated—i.e., per-ton fees;
- Provide an equitable distribution of costs among residents and businesses; and,
- Promote the environmentally responsible practices of waste reduction and recycling.

Solid waste generator fees are a stable way to raise revenues and tie individual costs to the participation in the system. Types of generator fees include:

- Residential and commercial assessments or improved lot assessments as a special charge on tax bills;
- Fees charged directly to certain types of generators based on their typical waste generation;
- Special solid waste fees or surcharges added to utility bills;
- Solid waste development impact fees assessed to new residential and commercial construction, usually at the time of building permit application;
- Fees charged for special identifying stickers or tickets, used by a community resident to access disposal or processing facilities; and



- Other charges that vary by location, including contributions from general funds and various taxes.

A pro forma was developed for the County and the City to evaluate current and projected costs, anticipated growth, capital improvements and schedule, and sources of revenue related to a new solid waste authority.

The pro forma also considered the debt service that would be incurred to construct and operate new facilities under the solid waste authority's responsibility.

5.3 Deliberation of Integrated Solid Waste Proposals Solicited by Rutherford County

The County solicited a request for information of interested parties in 2020 to help solve the future solid waste disposal and material management requirements set forth by the County.

At the end of 2020, the County prepared a request for proposals (RFP) for integrated solid waste management solutions. The RFP overview stated:

In anticipation of the expected closure of the Middle Point Landfill, Rutherford County is accepting sealed proposals from qualified companies for one, some, or all functions and services needed to develop a local integrated solid waste system. These functions include comprehensive public education, residential solid waste collection, transfer and transport of materials, processing facilities and technologies, landfill disposal, and landfill mining with reclamation of the existing County landfills.

The purpose of this Request for Proposals (RFP) is to solicit proposals, and gain adequate information from which the County may evaluate and compare options, support development of infrastructure, and provide long-term efficient, effective, economically feasible, environmentally responsible solutions for development of an integrated solid waste system in Rutherford County, Tennessee. The County intends to enter into long-term agreements, and possibly partnerships, to establish and maintain infrastructure and services to responsibly manage residential solid waste materials generated in Rutherford County.

The County received nine proposals that have been sequentially evaluated beginning in April and ending in May of 2021. No determination of a future path forward was made and the county did not act on any of the proposed solutions.

The county solicited design proposals for construction of a transfer station in the fall of 2022. Three proposals were supplied and reviewed on December 1, 2022 by the County Public Works and Planning Committee. The proposals were submitted by Griggs and Maloney, TiaAD, and HNA Engineering (out of Statesville, NC). The County entered into a design contract with HNA Engineering on March 3, 2023, and are proceeding with a conventional transfer station design at the location of the County's old landfill off of Jefferson Pike immediately adjacent to Republic's Middle Point landfill.

5.4 Minimum Facilities Recommended by the SWAC

The City is currently engaged in designing a southern transfer station ("Butler Dr. Materials Management Facility") with sufficient capacity to transfer out MSW.

The City purchased the site below off of Butler Drive near Joe B. Jackson Parkway to construct and operate a transfer station for just over \$2,000,000. The remaining capital funding programmed in the City's 5-yr community investment plan (CIP) for construction of the transfer station is \$9,000,000. Recent cost



estimates provided by the design architect and engineer itemize the construction costs at over double this amount, or \$18,000,000. Given this information, the transfer station timeline for construction will be delayed until a more concrete date of Middle Point’s landfill closure date is determined.



Figure 18 – Map Location and Aerial Photography of City of Murfreesboro Transfer Station Site

The County has the ability to repurpose its property that served as a C&D landfill off of Jefferson Pike as a potential site for a northern transfer station.

The details for the Butler Dr. and County landfill materials management facilities could change moving forward. In other terms, the Butler Dr. materials management facility may include the ability to operate a mixed waste processing facility (MWPF) and C&D materials. Additionally, the County has the option to create its own southern materials management facility, independent of the City’s current plans. The Rutherford County Rock Quarry site was identified as a potential location for a southern MWPF, source-separated recyclables and C&D materials.

5.4.1 Butler Drive Materials Management Facility

The City anticipates constructing the Butler Dr. Materials Management Facility. The City has designated \$11.0M in previous CIP funding and is proposed \$6.5M in the upcoming CIP for approval for construction and, if an authority is formed in the future, an agreement can be executed to assign the debt and operating expenses to the new Authority. If an interlocal agreement is executed, the debt service and costs to operate may continue as part of the City’s general fund budget, and a potential special credit may be afforded the City’s residents.

This 10-yr Planning Document assumes the Butler Dr. material management facility will be open at the time Middle Point landfill closes. It will be sized to handle all waste generated in Murfreesboro and Rutherford County through the 2035 population projections.

Another option that explored in 2021 involved determining the economic viability of a waste-to-fuel or waste-to-energy Mixed Waste Processing Facility (MWPF). The City entered into a contract with Griggs and Maloney to explore WasteAway’s self-sustaining model of taking the City’s MSW through a process



that creates a marketable biomass fuel (SE3TM) (i.e., coal-equivalent), with the possibility of using the SE3 to power a waste-to-energy power plant.

WastAway Services is in Morrison, TN and has demonstrated an ability to create a biomass fuel from MSW, which was significantly enhanced in 2019 with receipt of a comfort letter from the EPA that specified WastAway's product (SE3) as a non-waste fuel. This designation exempts the SE3 fuel from strict federal waste incineration requirements. SE3 is considered a Non-Hazardous Secondary Material (NHSM) and therefore has less stringent Federal standards on air emissions and residue testing.

In December of 2022 the City entered into an agreement with WastAway and Griggs and Maloney to design a Qualified Biogas Facility (QBF) using Murfreesboro's and potentially Rutherford County's MSW to generate Renewable Natural Gas. The agreement primarily defines the design phase of the WastAway facility at a cost of \$2,500,000. The design consists of four distinct components, a Material Management Station (MMS), WastAway SE3 Manufacturing (SE3M) section, Anaerobic Reactor Biogas Generation (ARBG) section and Renewable Natural Gas Purification (RNGP) section.

- The agreement sets an expectation to negotiate in good faith the terms for the construction of all improvements and that the construction phase will be complete by July 1, 2025, and cost no more than \$67,500,000 gross and \$55,000,000 net to the City. The difference between the gross and net amounts is due to a 30% federal rebate defined in Title 26 USC §48: ENERGY CREDIT Qualified Biogas Property ("QBP") projects. In order to receive the 30% rebate, the QBP project must be considered "under construction" before January 1, 2025.
- The agreement sets an expectation to negotiate in good faith the terms for a long-term operation of the project after construction is complete. The agreement sets forth the requirement that the revenues generated by selling renewable natural gas (RNG) and Renewable Identification Number (RIN) credits fully support the debt service and operational expenses of the facility. And that any additional revenues would provide for a reasonable management fee and then accrue benefits to the City primarily in the form of reduced tipping or processing fees.

The WastAway process was determined to work on several fronts –

- Technically; from the EPA comfort letter to the manufacturing of the SE3 fuel to generating renewable natural gas
- Financially; the renewable natural gas business case offers the lowest monthly cost to the solid waste customers in Murfreesboro and the federal government incentives are only getting better.
- Socially and Environmentally; no out of county traffic or trash, no odor, and 90% diversion of municipal solid waste is a homerun.
- Interlocally; a material management station off of Butler Dr. is a win-win for the County and City
- By Mitigating Risk; revenue bonds are backed by the project revenues and bondholders do not have a claim on the City, and the City/County retain ownership of the material management station of the project.
- Based on Timing; the material management station needs to be in operation by the middle of 2025 to dovetail with Middle Point Landfill's closure and also meet the federal rebate requirements of the qualified biogas property being "under construction". Please note that the timing only works if we begin the design process as soon as possible.



5.4.2 County Landfill Materials Management Facility

This 10-yr Planning Document assumes that a transfer station and/or a mixed waste processing facility (MWPF) will open at the County Landfill Materials Management Facility as described at the Butler Dr. Materials Management Facility above. The full-service transfer station and the MWPF are the core functions of the future system. The transfer station and/or MWPF are expected to be constructed by mid-2025, prior to the closure of the Middle Point Landfill (anticipated in 2027).

The county solicited design proposals for construction of a transfer station in the fall of 2022. Three proposals were supplied and reviewed on December 1, 2022, by the County Public Works and Planning Committee. The proposals were submitted by Griggs and Maloney, TiaAD, and HNA Engineering (out of Statesville, NC). The County entered into a design contract with HNA Engineering on March 3, 2023, and are proceeding with a conventional transfer station design at the location of the County's old landfill off of Jefferson Pike immediately adjacent to Republic's Middle Point landfill.

Most readily a C&D processing facility could open at the County landfill material management facility site as well. Typically, 60 to 90 percent of C&D materials can be diverted from disposal. The residue from the C&D processing can be transferred out via the transfer station; therefore, the C&D processing facility can open as soon as the transfer station opens. There is sufficient space at the site and, as mentioned, the economics of the system are improved whenever the tonnage that needs to be transferred out can be reduced, due to the costs associated with transportation. The C&D processing facility would be hosted at the site but should be operated as a public/private partnership. This is both the simplest approach and the most equitable, since the economic benefit of C&D recycling to ratepayers is indirect and limited. The private sector partner would also be responsible for transfer of commodities to buyers.

In the event that the MWPF is not a complete waste-to-fuel processing facility, the County landfill materials management facility site could likely also host a source separated recyclables processing facility and an organics processing facility, such as a composting operation. A more complex organics facility could be another public/private partnership; a simpler operation of grinding and aerated static piles could be a County or authority operation. The organics facility could be designed to accept whatever organics the MWPF is able to sort out, in addition to other organics source-separated by generators in the County. Brush and woody waste could be processed at the C&D facility, allowing the organics facility to focus on leaves, grass, and/or commercial food waste.

5.4.3 Community Convenience Centers

If more residents in the unincorporated areas receive curbside waste collection services (see Section 5.5, below), some of the recycling centers could be closed and the remaining ones could be improved.

5.4.4 Middle Point Landfill

Residents of the County near the Middle Point Landfill have complained about operations at the facility affecting their quality of life for decades. In the early 2000s, the landfilling of sewer sludge from Davidson County brought an onslaught of complaints about odor, and the process was discontinued in 2005.⁹ Citizen groups have organized efforts¹⁰ like "Stop the Stink," and in February 2018, casual observations outside the fence line included strong odor from the working face of the landfill and dust and dirt along Jefferson

⁹ "How did we end up with Middle Point Landfill?" Murfreesboro Post, June 12, 2007; retrieved July 31, 2018. https://www.murfreesboropost.com/news/how-did-we-end-up-with-middle-point-landfill/article_754b4dab-671c-5348-aea4-a42b615befd6.html

¹⁰ <https://socm.org/stopthestink/>



Pike deposited by vehicles exiting the facility with dirty wheels.¹¹ In June 2018, TDEC issued a notice of violation (NOV) to Middle Point Landfill after an inspection found multiple landfill leachate breakthroughs, where leachate was entering drainage ditches, and improper initial cover of waste at the end of the working day. Wording in the NOV indicates these are ongoing issues, using language like “once again,” and “still peeling back and not being fixed.”

The Murfreesboro Water Resource Department initiated monitoring of Hydrogen Sulfide (H₂S) levels on December 31, 2020, in response to complaints of odors on Compton Rd. near City pumping stations and the Middle Point Landfill. The Department purchased five highly sensitive monitors that can monitor H₂S levels to the part per billion (ppb) or 1 part of H₂S to 1,000,000,000 total parts in the air we breathe. Scientific studies indicate that 50% of the population can detect a distinct H₂S odor at 10 ppb. 10 ppb is not dangerous to life and health. The five monitors have been periodically moved to various points around Middle Point landfill, primarily to the north, south and east. A weekly published dashboard is presented on the City’s website address: <http://www.murfreesborotn.gov/2209/Odor-Concerns>

As evidenced for over a year of odor monitoring, H₂S levels correlate with the wind direction occurring across the landfill and are not correlated to the City’s sanitary sewer collection system.

To some extent, there is also a pattern of higher H₂S concentrations based on a daily atmospheric boundary layer transitioning as depicted in the attached illustration.

In broad terms the following metrics apply for the monitoring period between December 31, 2020, through January 27, 2022:

- 43,922 sampling periods taken in 30-minute intervals over 308 days
- 5 monitoring locations (29 days with only 4 monitors recording during sampling period)
- 5,715 total observations above zero parts per billion of H₂S, or 13% of the sampling period.
- 1,026 samples above 10 parts per billion of H₂S, or 18% of the total samples observed.
- 36% of the total samples observed were recorded at the northern H₂S monitor
- 67% of the samples observed above 10 parts per billion were recorded at the northern H₂S monitor.
- There is a general trend of increasing positive hydrogen sulfide observations during the reported sampling period.

Additionally, the City opened an odor reporting portal for citizens to report complaints on September 20, 2021. Over 1,600 odor complaints were lodged in a 4 ½ month period.

The hydrogen sulfide monitoring was discontinued as of October 6, 2022, due to the preponderance of evidence that the smell was coming from Middle Point landfill and not the City’s sanitary sewer system.

Republic Services applied for a new landfill on approximately 99.5 acres adjacent to their existing 207.3 acre permitted Middle Point landfill on April 11, 2021. The Central Tennessee Region Solid Waste Board (CTRSWB) rejected the new landfill application at their July 9, 2021, Board meeting. The CTRWSB is the initial body to deliberate the proposed expansion as it relates to it’s alignment with the regions 10-yr plan. The Tennessee Department of Environment and Conservation (TDEC) is does not consider the application prior to or in concert with the CTRSWB.

¹¹ GBB Solid Waste Consultants made these observations while driving to the Rutherford County Landfill site.



Republic services filed a lawsuit on August 6, 2021, against the Central Tennessee Regional Solid Waste Board in Davidson County Chancery Court after the Board voted unanimously in July to deny the new landfill adjacent to Middle Point Landfill.

The City successfully moved to intervene in the lawsuit in November 2021. While doing so, the City signaled to the Court that it would ask to supplement the record with newly discovered information. On December 3, 2021, the Regional Board and the City jointly filed a motion asking the Court to allow the Board to reopen the landfill expansion proceedings in order for the Board to hear new information from the City that the Board and City did not piece together until after the Board voted in early July.

On December 20, 2021, the Court ordered that all interested parties be allowed to file a request with the Board to consider additional evidence.

The CTRSWB heard the additional information by interested parties on February 8, 2022, that primarily related to industrial aluminum waste buried in the landfill from the mid-1990s until 2007 and the environmental unacceptability of the odors being generated from the pre-existing Middle Point landfill. The CTRSWB met on February 24, 2022, and voted to allow various materials presented on February 8th to be included in the administrative record and then subsequently voted to deny the new landfill expansion proposed adjacent to the Middle Point landfill.

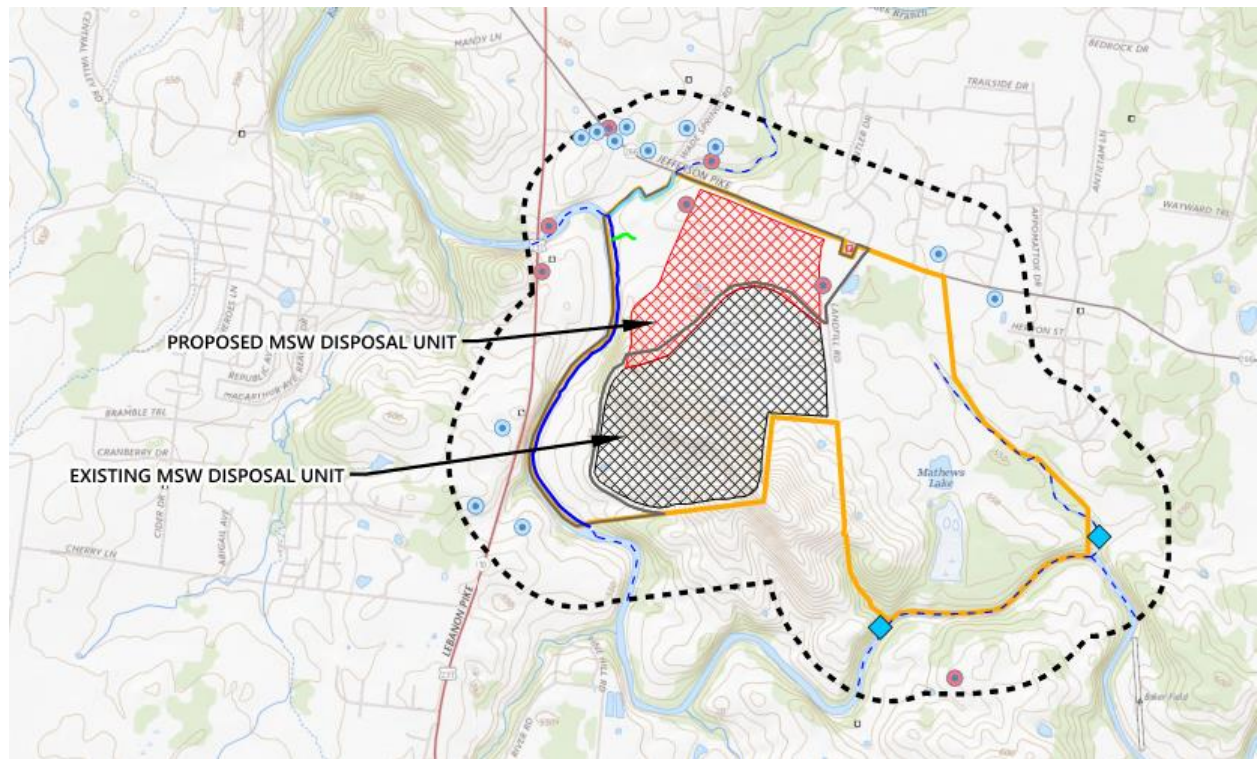


Figure 19 – Map Location of Proposed New Landfill Adjacent to Existing Middle Point Landfill

As closure is anticipated and projected to occur in 2027, the County should start progressing toward developing its plan to process solid waste and manage materials in conjunction with the City of Murfreesboro’s anticipated Butler Dr. facility.



5.5 Securing Waste Disposal Capacity for the Future

The transfer stations detailed in this 10-yr Planning Document will be part of a system to transfer waste long distances for disposal, mostly likely in northern Alabama, such as the Arrowhead Landfill in Uniontown or perhaps the WTE facility in Huntsville.

As the owner of the transfer station, either the County or the solid waste authority will become the owner of the materials delivered to it. That agency will then solicit disposal capacity from one or more appropriate facilities for proper disposal. Figure 20 shows the waste types and the facilities for which the County or authority would need to secure capacity.

MSW	Unprocessed Recyclables	C&D Materials
<ul style="list-style-type: none"> •Subtitle-D landfill •Waste-to-energy 	<ul style="list-style-type: none"> •MRF •MWPF 	<ul style="list-style-type: none"> •Processor/Recycler •Debris landfill

Figure 20 – Facility Contracts Needed by Material Type

The County or the authority will negotiate long-term contracts with the facilities. The more tons that can be guaranteed, the better the price can be.

6 Transition to Future System

To transition from the current system in the County that is reliant on a private landfill that will close in 3-4 years to a system with expanded, comprehensive service and access to more comprehensive collection services, long-term disposal and processing facilities, Murfreesboro, the County and its municipalities will need to have a high level of interlocal cooperation; long term planning and leadership; and, the financial agility that comes from stable, dedicated funding.

6.1 Organization and Leadership

As alluded to and described throughout this 10-yr Planning Document, the mission of the future solid waste management system will be to provide solid waste planning, administration, and services, and, protect the environment. The organization’s ambition, or vision, would be to meet and exceed the solid waste goals of the Tennessee State Solid Waste Management Plan on a local level.

6.2 Funding and Financials

To govern and implement a new solid waste management system in Murfreesboro, including the potential of the County or other municipalities joining, a new governance structure is needed. The interlocal agreement necessary to join the City’s anticipated solid waste authority would include funding arrangements. Financial management of a City-led solid waste authority would need to be in compliance with other departmental standard operating procedures. Standard financial management procedures in compliance with accounting principles and all laws would be put in place as part of setting up the organization.

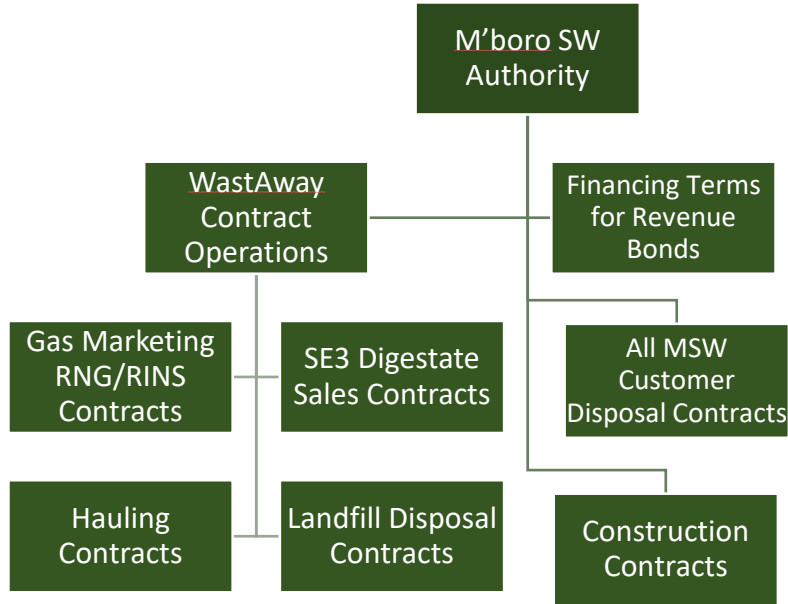


Figure 21 – Sample Contract Structures of a Murfreesboro Solid Waste Authority

Figure 21 provides an illustration of how an authority would serve as the contractual and financial “hub.” Agreements with various vendors and agencies isolate the municipalities and the County government from direct involvement while providing top-level planning and management.

6.3 Facilities and Services

Figure 22 illustrates the set of synchronized services that would be available to all the County residents and businesses in a new system fully implemented.



Drop-off Services	All residents can use community convenience centers for recyclables, household trash, and bulky waste
	All residents can bring yard waste and tires to the Rutherford County landfill, the future County landfill Materials Management Facility, or possibly community convenience centers
	All residents can bring household hazardous waste (HHW) to special collection events or certain community convenience centers
Curbside Collection	Residents in the unincorporated areas receive curbside trash, recyclables, and bulky collection; yard waste collection is optional
	Residents of City of Murfreesboro receive curbside trash, recyclables, bulky, and yard waste collection
	Residents of the other municipalities receive curbside trash, recyclables, bulky, and yard waste collection (to-be-determined)
Facilities	Butler Dr. Materials Management Facility: Transfer Station, possible recyclables drop-off center
	County landfill Materials Management Facility: Transfer Station, MWPF, possible C&D Processing Facility.
	Community Convenience Centers: drop-off service for recyclables, household trash, bulky waste; possibly HHW and tires
Other Solid Waste Activity	Solid Waste planning is unified, with the unincorporated areas and each city or town participating
	Murfreesboro Solid Waste authority secure disposal capacity and recyclables processing at one or more out-of-county facilities and provide transfer capacity to get there
	Outreach and education are dynamic, providing a solid universal message to all residents about how to participate in the system easily and properly

Figure 22 – Description of Services to be Provided by Potential Solid Waste Authority

6.4 Costs and Other Socioeconomic Factors

6.4.1 Facility Costs

Material Management Facilities Including Qualified Biogas Project

As described in Section 5.4.1 and Section 5.4.2, a materials management station would open in the timeframe of FY26 at the City’s Butler Dr. property and a transfer station at the County Landfill’s site that would open in the same timeframe. The Butler Dr. materials management station could operate as a transfer station, but the intent of the Butler Drive site is to process MSW into a biomass fuel for use as a feedstock into an anaerobic digester to generate renewable natural gas (RNG). Each facility will have sufficient bays and capacity to transfer garbage out of the County. The County landfill transfer station is anticipated to accept source-separate recyclables and C&D waste.

Figure 23 and Figure 24 illustrate a pro forma for the City operating a transfer station at the Butler Dr. materials management site.

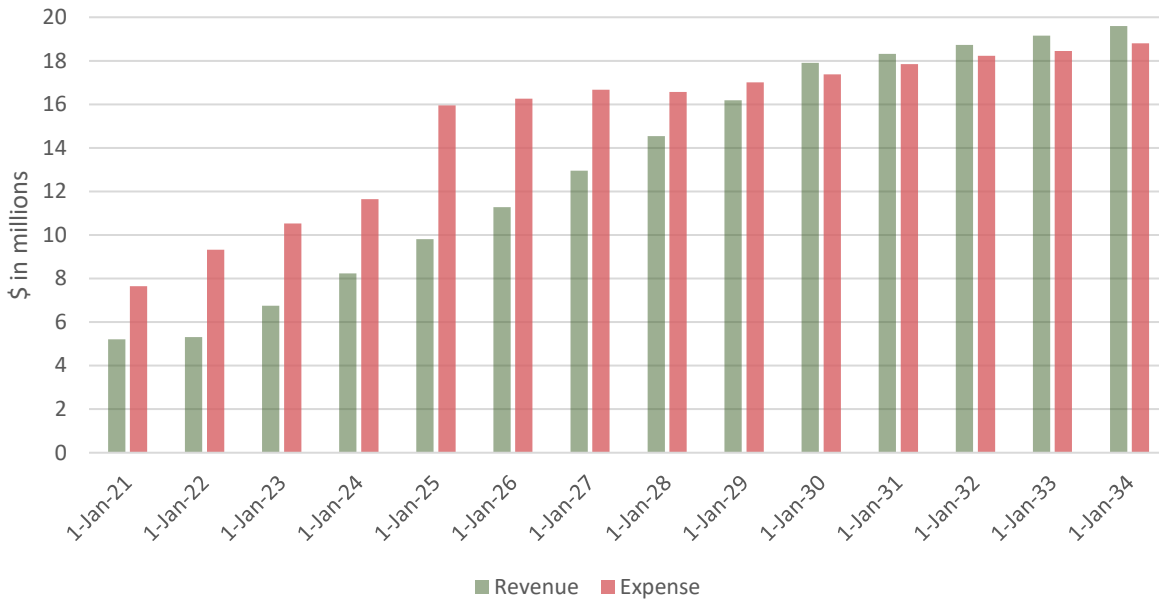


Figure 23 – City Annual Expenses Processing 140,000 MSW Tons Annually at WastAway Facility (Starting FY26)

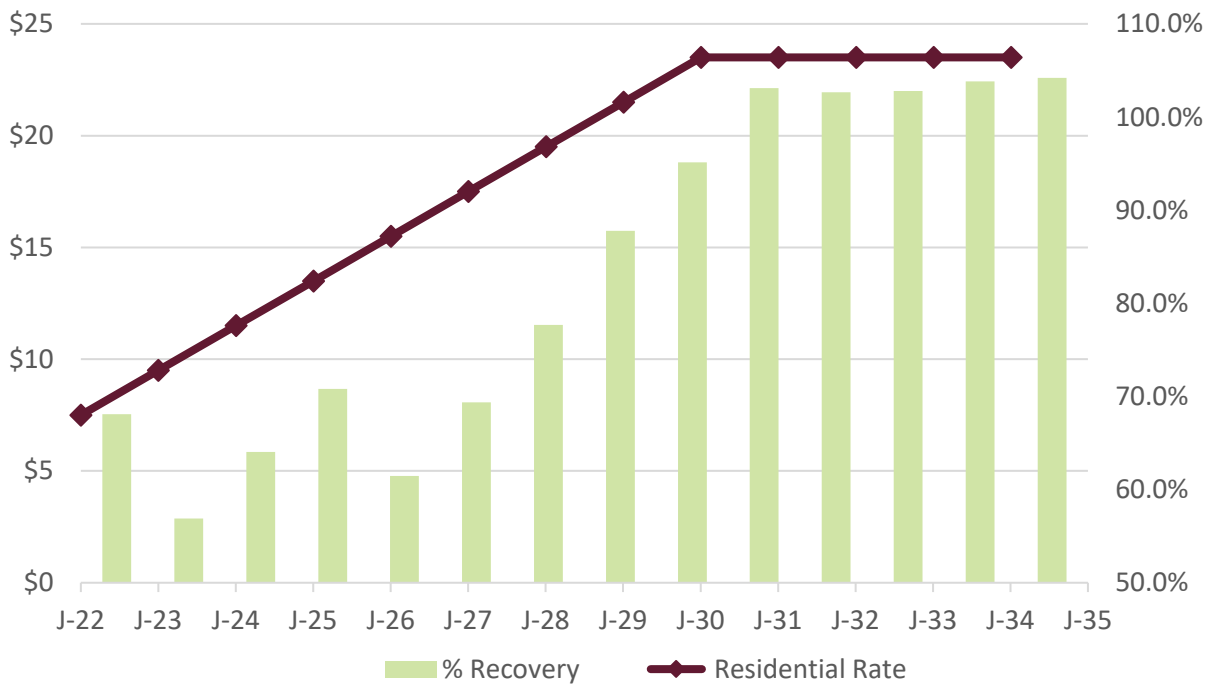


Figure 24 – Annual Residential Monthly Fee Increase & % Recovery Disposing MSW at a WastAway Facility

The pro forma estimates in Figure 23 and Figure 24 are based on the following assumptions using a qualified biogas facility using WastAway’s SE3 biomass fuel as a feedstock to generate renewable natural gas:



- Murfreesboro would be generating approximately 50,000 tons of MSW by July 1, 2026, and would be increasing that tonnage by 2.5% per year through 2035.
- 47,000 residential carts are being curbside picked up weekly by Murfreesboro (growing 2.5% per year) and 3,100 commercial carts are being picked up curbside twice a week in Murfreesboro (no growth).
- The WasteAway process achieves 90% diversion, so only 10% (or 5,000 tons per year); the tipping fees at Waste Management’s Camden landfill would be \$50 per ton and hauling costs would be \$3.50 per mile at a 225-mile round trip.
- The Butler Dr. materials management facility would be a 20,000 square foot facility that would cost \$18,125,000, incurring new debt service of approximately \$1.75 million annually (15-yr at 5% fixed interest). The new debt service would begin in FY26, or July 1, 2025.
- The City would pay a tipping fee of \$60 to a municipal solid waste authority to dispose of the City’s municipal solid waste. The new tipping fee charges would begin in FY26, or July 1, 2025.
- The City would charge for the solid waste residential and commercial rates per the following schedule:

Table 4 – Proposed Solid Waste Fee Schedule for Murfreesboro FY23-FY35 for Disposing of MSW to WasteAway Processing Facility on Butler Dr. to generate RNG

Time Schedule	Residential Rate	Commercial Rate	Note(s)
FY23	\$7.50	\$30.00	Current monthly fee
FY24	\$9.50	\$35.00	City Core Overlay businesses would stay flat at \$30/month
FY25	\$11.50	\$40.00	
FY26	\$13.50	\$45.00	New Debt and Tipping fees begin;
FY27	\$15.50	\$50.00	
FY28	\$17.50	\$55.00	
FY29	\$19.50	\$55.00	
FY30	\$21.50	\$55.00	
FY31	\$23.50	\$55.00	
FY32	\$23.50	\$55.00	
FY33	\$23.50	\$55.00	
FY34	\$23.50	\$55.00	
FY35	\$23.50	\$55.00	

Community Convenience Centers

In February 2021, Rutherford County entered into a contract with Energy Land and Infrastructure for the improvements to four existing convenience centers throughout the county. The selected centers were Leanna, Rockvale, Walter Hill and Smyrna. The improvements included the addition of a permanent office structure for employees that included air-conditioned space and a restroom, a used oil storage building, design for better circulations within the site, the design of “ramps” to allow for debris to be dropped into containers instead of lifted up and into containers, concrete pads for compactors, asphalt surfacing of travel ways, additional recycling containers, gates and fencing around the perimeter, lighting and landscaping. The Leanna improvements design included the existing site and the addition of a new fire house and was design to allow for additional “staking” of vehicles entering into the site. The Rockvale site utilized the existing site as well as the expanding the site to include land across the street to allow for additional capacity for recycling materials. The Smyrna site was relocated from the existing site on Weakley Lane to G Street to remove traffic from Weakley Lane due to safety concerns. The Walter Hill site was relocated to a site along Landfill Road to remove traffic from Jefferson Pike also due to safety



concerns.

Perry Construction was the low bidder for the improvements to the four sites with a bid of \$5,869,454.31. The Rutherford County Public Works Committee approved the low bid on 3/8/22 and is schedule for County Commission approval on 3/17/22.

6.4.2 Curbside Collection Costs

Consolidating and synchronizing collection services across the County is partly intended to derive benefits from economies of scale the more tons of waste that flow into the future Materials Management facility, the lower the cost per ton at the transfer stations(s). As the transfer and disposal costs at the transfer station(s) could be as much as 50 percent of the customer cost, this is very important for mitigating rates. Furthermore, adding units to the customer base can reduce costs per customer—i.e., the operating cost of a collection truck for one day is only marginally different if it stops at 500 houses or 800 houses, but with more stops, that operating cost is spread out among customers. The exception is if very remote customers are added, the drive time between customers and collection areas increases average per customer costs. As such, the estimates herein are based only on residential customers with a minimum housing density.

A solid waste authority is generally responsible for long-term solid waste management for a County or multiple municipalities within a localized region. Responsibilities consist of:

- establishing the necessary infrastructure such as transfer stations, landfills and/or recycling facilities to service the participating municipalities.
- contracting with private companies to provide necessary collection, transfer, disposal and/or recycling services.
- managing the contracts and selected contractors.
- establishing an organizational structure to manage the solid waste management system; and
- achieve the system’s legal and financial objectives and goals.

The organizational structure may consist of the following positions.

- Director
- Controller
- Solid Waste Manager
- Solid Waste Engineer
- Recycling coordinator
- Customer Representatives
- Billing and administrative support positions
- Field inspectors



There are multiple elements of the cost structure of solid waste collection and recycling services. Examples of common components of these expenses include:

- Labor & Benefits
- Repairs & Maintenance of Trucks and Equipment
- Tire Repair and Replacement
- Vehicle Operations
- Fuel
- Disposal
- Facilities
- Safety and Insurance
- Administrative and Billing
- Accounts Receivable Management and Bad Debt Reserve
- Other Miscellaneous Expenses
- Legal Support

The costs associated with providing the solid waste collection and recycling services are tracked and categorized into the above components to determine the unit costs associated with each service and the total cost of providing the services. The individual cost items and the total cost are then divided by the total number of units receiving the services during a designated period resulting in the calculation of the of a per unit service dollar value such as dollars per household per month or year.

Operational Area	Percentage of Total Operating Costs
Labor & Benefits	20% to 35%
Repairs & Maintenance	11% to 15%
Tires	2% to 3%
Vehicle Operations & Fuel	10% to 15%
Disposal	30% to 45%
Equipment & Facilities	1% to 2%
Safety & Insurance	5% to 8%
Administrative and Billing	2% to 4%
Bad Debt Reserve	1% to 1%
Interest Expense	4% to 6%
Equipment Depreciation	8% to 12%

Table 5 – Sample Breakdown of Collection Operation Costs by Operational Area

The current preponderance of unknown and undecided cost parameters makes calculating collection costs for a synchronized system problematic. Based on surveys of pricing in the Middle Tennessee area, an estimated cost of \$30-\$40/ton for a comprehensive best practice set of collection services is expected

6.4.3 Other Benefits and Impacts

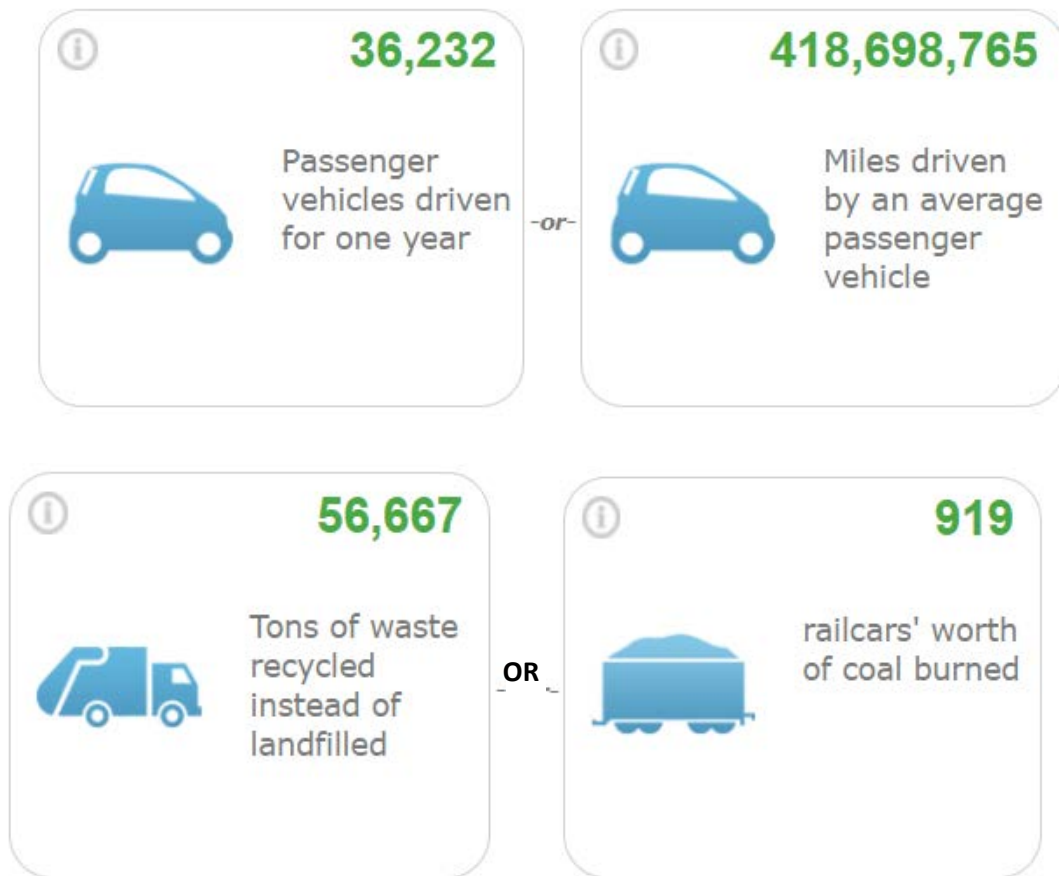
There are two primary benefits of reducing disposal and increasing materials recovery, beyond cost savings to ratepayers: job creation and environmental protection.



The Institute for Local Self Reliance calculates that each 10,000 tons per year of household recycling generates 25 manufacturing jobs, in addition to 10 MRF jobs. The pro forma associated with constructing a WastAway facility includes the creation of 27 technical positions. This is as compared to just 1 landfill job created by 10,000 new tons of disposal. An MWPF could create dozens of steady, semi-skilled and skilled labor jobs. The materials and commodities recovered from disposal by the MWPF, in turn, would benefit manufacturers both locally and across the Southeast. The use of recovered feedstocks saves water spent in manufacturing, reduces greenhouse gas production resulting from landfill disposal, reduces by hundreds of thousands the number of trees harvested to make paper and packaging, and avoids thousands of tons of mining waste from being generated.

For each ton of WastAway generated SE3 Fuel that replaces coal or other fossil fuels, 1.7 tons of Green House Gases (GHG) are avoided. A 400 ton/day WastAway system will eliminate 166,600 tons of GHG emissions per year; equivalent to the following:

Figure 25 – Equivalent Green House Gas (GHG) emissions to a 400 ton/day WastAway Facility



6.5 Timeline with Milestones

The deliberation currently undertaken by the Cities and County reviewing and selecting long-term solid waste disposal and materials management alternatives will determine the specific timeline for advancing the final selected solution. A County landfill transfer station and Butler Dr. materials management facility is anticipated to be open and in operation prior to the 2027 expected closure of Middle Point Landfill. The timeline of the Butler Dr. materials management and biogas (WastAway) facility is illustrated in Figure 26.

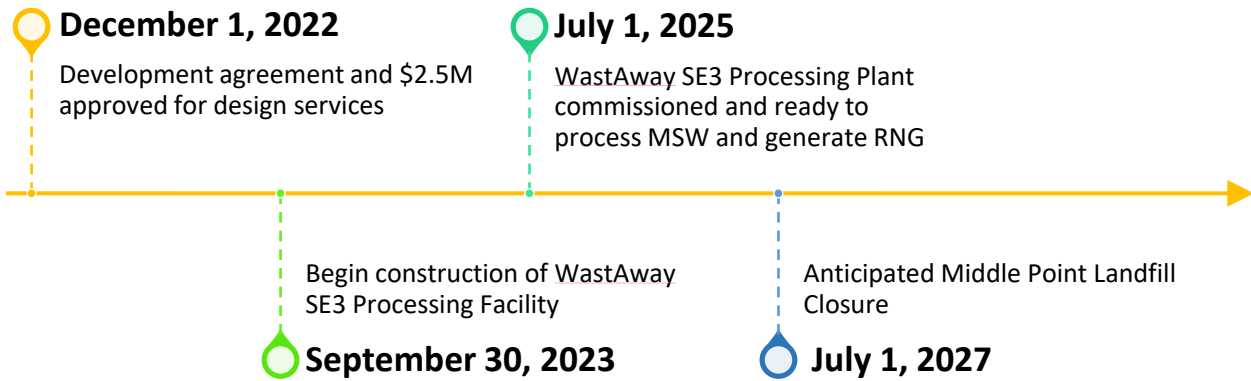


Figure 26 – Implementation Timeline of Butler Dr. Materials Management and Biogas (WastAway) Facility

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Purchase of Interchange High Mast Lighting

Department: Transportation Department

Presented by: Jim Kerr, Transportation 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

Purchase of 81 LED High Mast Lighting fixtures for the I-24 and Old Fort Parkway Interchange.

Staff Recommendation

Approve the cooperative purchase of 81 LED High Mast Lighting fixtures with Graybar.

Background Information

The proposed purchase is required to replace fixtures that have exceeded their operational efficiency at the Old Fort Pkwy Interchange. The current configuration consists of 480V single-phase High-Pressure Sodium fixtures that are no longer manufactured. In 2019, the TVA through MED, provided an LED Upgrade Analysis for the City's Interstate Lighting program. Based on TVA's calculations with updated costs, the payback for this purchase is estimated at 5.3 years, while maintaining a 10-year warranty period.

State statute and Council Resolution authorizes cooperative purchases. Purchase of the High Mast Lighting fixtures is contracted through Omnia to provide the most competitive prices for the City's needs.

Council Priorities Served

Responsible budgeting

The new LED high mast lighting fixtures cut the power usage by more than half and will save the City approximately \$23,000 a year in energy costs.

Fiscal Impact

Funding for this purchase, totaling \$122,310, will come from State Street Aid.

Attachments

Contract with Graybar Electric Company, Inc

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
GRAYBAR ELECTRIC COMPANY, INC.
FOR HOLOPHANE LED LIGHT FIXTURES**

This Contract is entered into and effective as of _____ (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (“City”) and **GRAYBAR ELECTRIC COMPANY INC.**, a corporation of the State of New York (“Contractor”).

This Contract consists of the following documents:

- *This Contract*
- *Omnia Partners Cooperative Contract No. EV2370 (“Omnia Agreement”)*
- *GB Price Quote #0243363325 dated May 8, 2023 (“Contractor’s Proposal”)*
- *Any properly executed amendments to this Agreement*

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

- * *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- * *Second, this Contract*
- * *Third, Contractor’s Omnia Partners Cooperative Contract No. EV2370 (“Omnia Agreement”)*
- * *GB Price Quote #0243363325 dated May 8, 2023 (“Contractor’s Proposal”).*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth on Contractor’s Proposals using the Omnia Agreement.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on January 31, 2025, or as amended by Omnia Partners.
3. **Contractor’s performance may be terminated in whole or in part:**
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
4. **Price; Compensation; Method of Payment.**

- a. The price for the goods to be provided under this Contract is set forth in Contractor's Proposal reflecting a Purchase Price of One Hundred Twenty-Two Thousand, Three Hundred Ten Dollars and Zero Cents (**\$122,310.00**). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries of all items shall be made within 6-8 weeks of order to: 311 Overall Street., Murfreesboro, TN 37129. Delivery Contact: Sean Williams Phone: 615-318-373 (email: swilliams@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - 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. Delivery and freight charges are to be prepaid and included in the bid price.
5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer and bid specifications.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark,

or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **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:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Graybar Electric Company, Inc.
Attn: Michael Daffron
825 8th Avenue South
Nashville, TN 37203
615-743-3207
Michael.Daffron@graybar.com

8. **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.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **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.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this 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.
14. **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.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 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.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Contract and State contract 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.
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, 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. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO

Graybar Electric Company, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: *Justin Meyers* _____
Justin Meyers, Branch Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker _____
Adam F. Tucker, City Attorney



825 8TH AVE SOUTH
 NASHVILLE TN 37203-4143
 Phone: 615-743-3300
 Fax: 615-254-4337

To: CITY OF MURFREESBORO
 111 W Vine St
 MURFREESBORO TN 37130-3573
 Attn: Matt Fasig
 Phone: 6158933750
 Email:
 Fax:

Date: 05/08/2023
Project Name: HIGH MAST LIGHTING
GB Quote #: 0243363325
 Purchase Order Nbr:
 Release Nbr:
 Additional Ref#:
 Revision Nbr:
 Valid From: 05/08/2023
 Valid To: 06/07/2023
 Contact: CAREY SMITH
 Email: carey.smith@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	81	HOLOPHANE	HMLEd4 P3 40K HVOLT HGR AW PR7 SH - 10YR		\$1,510.00	1	\$122,310.00

GB Part#:NOF HOL LTFIXTURES

Ship From:Reship-Factory

Item Note: * HIGH MAST FIXTURE WITH PHOTO-CONTROL RECEPTACLE AND SHORTING CAP WITH 10-YEAR * WARRANTY *
 HMLEd4 P3 40K HVOLT HGR AW PR7 SH * HMAO LED IV, P3 performance package, 4000K, 347/480V, Housing, gray, Area wide, 7 pin NEMA
 photocontrol * receptacle (photocontrol not included), Shorting cap

Quoted via Omnia Partners Cooperative Contract No. EV2370

Total in USD (Tax not included): \$122,310.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF MURFREESBORO
 111 W Vine St
 MURFREESBORO TN 37130-3573
 Attn: Matt Fasig

Date: 05/08/2023
 Project Name: HIGH MAST LIGHTING
 GB Quote #: 0243363325

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC.
 TERMS AND CONDITIONS OF SALE

- 1.,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2.,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
- 3.,RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
- 4.,TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed on sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5.,DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
- 6.,LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill as a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7.,LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
- 8.,WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9.,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10.,REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11.,CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 12466, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
- 12.,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13.,ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14.,GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflict of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15.,PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16.,EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
- 17., CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

COUNCIL COMMUNICATION

Meeting Date: 05/18/2023

Item Title: Lagoon Water Treatment Residuals Removal Contract

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Services contract with Slurry Systems Company for removal of the water treatment residuals from the Stones River Water Treatment Plant lagoons.

Staff Recommendation

Approve the contract with Slurry Systems Company, Inc.

The Water Resources Board recommended approval on April 25, 2023.

Background Information

The Stones River Water Treatment Plant has two lagoons that are used to store water treatment residuals removed during the water treatment process. When a lagoon is full, the water treatment residuals are removed and land applied in accordance with the TDEC regulations.

Slurry Systems Company was the only responsible bidder for this work.

Council Priorities Served

Responsible budgeting

MWRD evaluates lagoons annually and budgets responsibly to ensure reliable operation of the facility.

Fiscal Impact

This expense, \$498,000, is funded by MWRD's FY24 Operating Budget and working capital reserves.

Attachments

Slurry Systems Company Lagoon Contract

**Contract Between
City of Murfreesboro
and
Slurry Systems Company, Inc.
For
Water Treatment Plant Lagoon Water Treatment Residuals Removal**

This Agreement is entered into and effective as of _____, ("Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Slurry Systems Company, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-50-2023 Water Treatment Plant Lagoon Water Treatment Residuals Removal;
- Contractor's Bid Response dated 4/19/2023 ("Contractor's Proposal");
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- ITB-50-2023 Water Treatment Plant Lagoon Water Treatment Residuals Removal;
- Second, this Agreement;
- Lastly, Contractor's Proposal.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide removal hauling, and disposal of accumulated materials in the idle water treatment residuals lagoon at the Stones River Water Treatment Plant to a site wherein disposal occurs as set forth in the Invitation to Bid, Bid Specification, and Contractor's Proposal. In addition to the duties and responsibilities set forth in the above-referenced documents, the Contractor must acquire any permits that might be required and will dispose of the material in a manner acceptable to the Tennessee Department of Environment and Conservation. Contractor is responsible to maintain high level of security at gate 2 during sludge removal. Contractor must provide gate security with a sentry (contract laborer) or security guard during plant hours which are 7:00am to 5:00pm Monday to Friday. Contractor shall start work, weather permitting, by September 4 2023 and complete all work required under this Agreement by December 31, 2023.
2. **Duties and Responsibilities of the City.** City agrees to purchase lagoon water treatment residuals removal services as described in the Invitation to Bid, Bid Specification, and Contractor's Proposal. The City will provide a Toxicity Leaching Procedure Characteristics analysis of the solids to be removed.
3. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties. The term of this contract shall be 120 calendar days from the Notice to Proceed. The water treatment residual removal pricing shall be firm through June 30, 2024 with the option to renew for up to three (3) additional one-year terms (ie, 2025, 2027, 2029). Freight charges are included in the bid price but shall be listed separately on invoices and may be adjusted for fuel cost once during the term of this Agreement.

4. **Price.** The price for services provided pursuant to this Agreement shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a **total price of Four Hundred Ninety-Eight Thousand Dollars (\$498,000.00)**. Final payment shall not be made until after performance is complete. Invoices should be submitted to accountspayable@murfreesborotn.gov.
5. **Termination—Breach.** In the event that any of the provisions of this Agreement 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 shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said 72 hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
6. **Termination—Funding.** Should funding for the removal, hauling, and disposal of accumulated materials in the idle water treatment residuals lagoon at the Stones River Water Treatment Plant be discontinued, City have shall have the right to terminate the contract within 30 days written notice to Contractor.
7. **Termination—Notice.** City may terminate this contract at any time upon 30 days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
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 associated with services provided pursuant to this Agreement. 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.
10. **Modification of Agreement.** This Agreement 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 Council may be required. Minor modifications to the contract may be approved by the City Manager.
11. **Employee Compensation; Workers Compensation.** The employees of the City, Contractor, and any subcontractors are solely the officers, agents, or employees of the entity that hired them. Each party assumes any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each party's employees. Neither the City nor Contractor is liable for compensation or indemnity to the other party's employee for

injury or sickness arising out of the employee's employment. In addition, Contractor shall indemnify and hold harmless the City for any claim of wages, salary, or compensation made by Contractor's subcontractors, or an employee thereof, against the City, including any indemnity to a subcontractor's employee or sickness arising out of the employee's employment.

12. 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.

13. Waiver. No waiver of any provision of this Agreement 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.

14. 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, 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 Agreement, Contractor certifies and warrants it will comply with this policy.

16. 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 this Agreement, and
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it 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 Agreement.

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.

17. Insurance. Contractor must furnish insurance as follows: The Contractor must maintain commercial general liability insurance (minimum \$1,000,000), umbrella policy (minimum \$2,000,000), pollution liability insurance (minimum \$1,000,000) and automobile liability insurance

(minimum \$1,000,000) for completed operations. The City must be named as an additional insured on this certificate.

18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
19. **Assignment—Consent Required.** The provisions of this Agreement shall insure 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 Agreement, neither this Agreement 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 AGREEMENT **MUST** BE SENT TO THE ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, POST OFFICE BOX 1139, MURFREESBORO, TENNESSEE 37130-1139.
20. **Entire Contract.** This Agreement, Invitation to Bid, Bid Specifications, and Contractor's Proposal 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.
21. **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 war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
22. **Governing Law.** The validity, construction and effect of this Agreement 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.
23. **Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Rutherford County, Tennessee.
24. **Severability.** Should any provision of this Agreement 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 Agreement.

25. Notices. Any notice to Contractor from the City relative to any part of this Agreement shall 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.

If to City:
City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Slurry Systems Company,
Attn: Edward R Scott, Vice President
330 Davis Road Lexington, TN 38351

26. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Contractor and then approved and signed by the Mayor. When it has been so signed, this Agreement shall be effective as of the date first written above.

CITY OF MURFREESBORO

Slurry Systems Company, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Edward Scott
Edward R. Scott, Vice President

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

THE CITY OF MURFREESBORO



INVITATION TO BID

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: March 28, 2023

BID TITLE: ITB-50-2023, Water Treatment Plant - LAGOON WATER TREATMENT RESIDUALS REMOVAL

CITY CONTACT PERSON: Cathy Smith, Purchasing Director

TELEPHONE NUMBER: (615) 849-2629

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged by the Purchasing Department on or before the day and time listed below, at which time all bids will be publicly opened and read aloud via Zoom. **All bids must be submitted electronically via OpenGov.**

BID OPENING DATE: April 19, 2023

BID OPENING TIME: 2:00 p.m., Central Time (Local time)

1. INSTRUCTIONS AND CONDITIONS

- 1.1. **Bid Submission to the City of Murfreesboro.** The City is seeking bids for the provision of services set forth in the specifications for “ITB-50-2023 – WTP Lagoon Water Treatment Residuals Removal.” The scope of work is set forth in the specifications in Section 2. Electronic bids will be received by the City of Murfreesboro until 2:00 p.m. local time on April 19, 2023 at which time the bids will be opened via Zoom. A Zoom link will be provided to all those proposers on file as following this ITB.
- 1.2. **Deadline and Late Responses.** No bids received after bid opening date and time will be accepted. Bids received by the Purchasing Department after the specified time will be considered late. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax.
- 1.3. **Organization of Bid and Completeness.** Please submit one electronic copy to the Purchasing Department office via the City’s e-procurement portal, OpenGov. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid submitted to the City before the bid deadline. Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible. Bidders are cautioned to verify their bid response prior to submission.
- 1.4. **Signature.** All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person’s written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of one (1) year from the bid submission deadline.
- 1.5. **Responses to Terms and Conditions.** Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.
- 1.6. **References.** At least five references in total should be provided, and one of the five must be a former client. Include contact information and number of employees. A Tennessee government entity reference is preferred.
- 1.7. **Completeness of Invitation to Bid (“ITB”).** These documents, and those listed on OpenGov constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda to the City’s Contact Person via the Question/Answer tab on OpenGov. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website:
<https://procurement.opengov.com/portal/murfreesborotn>
- 1.8. **Bid Interpretation.** Cathy Smith is the City’s contact for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including e-mails) will be accepted until

five (5) business days prior (4/12/2023) to the bid opening date. All questions regarding the ITB should be addressed via OpenGov Question/Answer Tab.

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

- 1.9. **Discrepancies, Errors, and Omissions.** Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued on OpenGov, notification made to firms on record, and the addendum will be incorporated into the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications, or other communications and no such oral communication may be relied on by any bidder.
- 1.10. **Errors.** Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.11. **Further Negotiation.** The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.
- 1.12. **Economy of Preparation.** ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.
- 1.13. **Subcontracting.** If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB response submittal a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish, at the request of the City, the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.
- 1.14. **Bid Modification.** Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission via the procurement portal. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: <https://procurement.opengov.com/portal/murfreesborotn>
- 1.15. **Tax Exempt.** The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.16. **Contract Term.** If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed. The contract shall not be effective until approved by the City Council and signed by all required parties. The term shall be 120 calendar days from the Notice to Proceed. The water treatment residual removal pricing shall be firm through June 30, 2024, with

the option to renew for up to three additional one-year terms. Freight charges shall be listed separately and may be adjusted for fuel cost once during the term of the contract.

- 1.17. **Pricing Effective for one (1) year.** The successful bidder shall provide in the bid price the cost for the good or services rendered. Pricing shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.
- 1.18. **Approval Required.** No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.
- 1.19. **Terms and Conditions.** The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.
- 1.20. **Withdrawal of Bid.** No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.
- 1.21. **Cost of Response.** The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.
- 1.22. **Contract.** The successful bidder's responses to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached sample City Contract. If the bidder objects to any contract terms or proposes any additional terms such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.
- 1.23. **Contract Termination.** The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Termination requires thirty

(30) days written notice by either party. The contract awarded may be terminated upon any of, but not limited to, the following occurrences:

- 1.23.1. Bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
 - 1.23.2. Failure of the bidder to provide satisfactory services or failure to comply with the specifications;
 - 1.23.3. Unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract;
 - 1.23.4. Unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
 - 1.23.5. Fraud; or
 - 1.23.6. Any other breach of the terms of the ITB specifications or contract.
- 1.24. **Contract Modification.** The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.25. **Replacement or Repair.** No waiver of any provision of the 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. The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take correct action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.
- 1.26. **Expense of Legal Action.** Awarded bidder 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 the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.27. **Governing Laws.** The validity, construction, and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.28. **Severability.** Should any provision of the 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 the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.29. **Indemnification and Hold Harmless.**
- 1.29.1. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the

performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 1.29.2. 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.
- 1.30. **Statutory Disqualification.** By submitting a response, it is represented that neither Contractor nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.
- 1.31. **Contractor's Employment Practices.** Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.32. **City's Employment Practices.** 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, Bidder certifies and warrants it will comply with this policy. Bidder must affirm that under its employment policies, standards and practices, it does not subscribe to any personal policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.33. **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.

Contractor further acknowledges that the City is a federal government contractor, and that by

virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 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 sub-contractors 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 sub-contractors 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 sub-contractors to employ and advance in employment qualified individuals with disabilities.
- 1.34. **Conflict of Interest.** By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a “direct interest”, as defined by T.C.A. § 12-4-101, in the bidder or in the work which is subject to this ITB.
- 1.35. **Ethical Standards.** Bidder understands that 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 of 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 bid therefore.
- 1.36. **Breach of Ethical Standards.** A breach of ethical standards could result in civil/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
- 1.37. **Payments.** Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.
- 1.38. **Codes & Regulation.** All services and work to be done must comply with City, county, state, and federal laws, rules, codes and regulations. All work shall be in accordance with the specifications as described in Section 2. The contractor will obtain and pay for all permits, if any, necessary to complete the work.
- 1.39. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that

each bidder is not on the list created pursuant to §12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

- 1.40. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

- 1.41. **Evaluation of Bid.** Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response, which conforms in all material respects to the ITB. A “responsible” bidder means a person who has the capacity, reputation, and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. The City will evaluate bid based on lowest cost which fully conforms to specifications and whether the proposed costs and terms are, in the City’s judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected. In addition to the price, the following aspects will be considered in the award of a contract:
 - 1.41.1. The ability of the bidder to perform the contract or to provide the material for service required;
 - 1.41.2. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - 1.41.3. The character, integrity, reputation, experience, and efficiency of the bidder;
 - 1.41.4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - 1.41.5. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - 1.41.6. Terms and conditions stated in the bid;
 - 1.41.7. Compliance with specifications or the ITB;
 - 1.41.8. Utilization of the format set forth in this ITB for submittal of a bid; and,
 - 1.41.9. Bidder’s past performance with the City.

- 1.42. **Bidder's Compliance.** The City will evaluate proposals for compliance and completeness. All forms listed in OpenGov as required must be completed and uploaded with the bid. Failure to submit any of the required forms will make the bid non-responsive and therefore disqualified.
- 1.43. **Insurance.** During the term of this bid and subsequent contract, the successful bidder must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
- 1.44. Bidder must be in good standing with the State of Tennessee Department of Environment and Conservation and have no prior Notices of Violations.

2. SPECIFICATIONS

2.1. Overview

This Invitation to Bid is for a **licensed contractor** in the State of Tennessee to provide removal and disposal of solids from the idle lagoon at the Stones River Water Treatment Plant. Bidder must provide list of past projects, application sites, landowners and farmers. Bidder must also provide a list of machinery, manpower, and experience in land application.

2.2. Specifications

SCOPE: The work to be performed will consist of the removal and disposal of accumulated materials in the idle water treatment residuals lagoon at the Stones River Water Treatment Plant to a site wherein disposal occurs. The lagoon is approximately 120 feet wide by 450 feet long. Material to be removed consists of dirt, clay, iron and lime solids, with an estimated depth of 10 to 15 feet +/- 1 foot, and the brush, which has grown in the lagoon and on its banks. Disposal shall be the responsibility of the Contractor. All permits, licenses, approvals for disposal, etc., shall be the responsibility of the Contractor. The Contractor shall not deliver any material except as permitted by the State of Tennessee. No surface application of water treatment residuals is allowed. Sub-surface injection required via approved method. Examples include, but are not limited to, Vertical Till Injection, Cyclone No Till, Yetter Coulters, Viper Injectors, Veenhuis Bar, and Hispec. No cutter head dredging or track equipment allowed in lagoon.

EQUIPMENT: Contractor will be required to show that Contractor has available suitable equipment for handling the material to be removed, and for completing the work in the allotted time using methods described in the scope of work. Contractor must use water-tight containers. No open top trucks.

TIME FOR COMPLETION: Contractor will be allowed a maximum of 120 calendar days to complete the work, beginning on or about July 1, 2023. In the event the Contractor fails to complete the work in the prescribed time, for whatever reason, the Owner may have the remaining work performed by others and deduct the cost thereof from the amount to be paid to the Contractor. No contractors will be considered if they have previous incomplete projects with the City on record.

DISPOSAL OF REMOVED MATERIALS: The Contractor shall make arrangements for a disposal site for the material to be removed and for obtaining any site approval that may be required by regulatory agents of the county wherein disposal occurs and/or the State of Tennessee. The Contractor shall be solely responsible for conveying the removed materials to the disposal site and for applying the materials in accordance with the agreement with the site owner and as required by the regulatory authorities. The Contractor shall not deliver any material except as permitted by the State of Tennessee. The Owner shall furnish the results of a Toxicity Characteristic Leaching Procedure analysis. The Contractor must furnish the Owner with a copy of the TDEC permit for disposal of the material in accordance with TDEC regulations. Removal of material from the Owner's site shall not commence until the permit has been received by Owner. Material may be delivered to the Middle Point Landfill as alternate daily cover per TDEC Division of Solid Waste Management.

PROTECTION OF PROPERTY AND ENVIRONMENT: Contractor must take all reasonable measures to protect property and the environment. Haul routes shall be selected with due regard for adequacy and condition of paved surfaces as well as traffic load. Adequate measures must be taken to **avoid drainage, loss or spillage** of water treatment residuals being transported, and **prompt action shall be taken to clean up any such material which may be lost through accident or otherwise**. Due care shall be taken to avoid damage to property, including the lagoon from which water treatment residuals are being removed, as well as facilities at the water treatment plant and the disposal site. **Damage resulting from Contractor's operations shall be promptly repaired at the Contractor's expense**. All necessary precautions shall be taken regarding dust and erosion control.

PROPERTY SECURITY: Contractor shall provide or maintain security at plant gates being utilized for water treatment residuals removal. This can be accomplished by using gate cards to open and close gates thus maintaining security, or by posting a sentry (contract laborer or security guard) to ensure security of plant while gates are held open.

INSURANCE: Contractor must furnish insurance as follows: The Contractor must maintain commercial general liability insurance (minimum \$1,000,000), umbrella policy (minimum \$2,000,000), pollution liability insurance (minimum \$1,000,000) and automobile liability insurance (minimum \$1,000,000) for completed operations. The City must be named as an additional insured on this certificate.

2.3. Contract length and pricing

If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties. City contemplates that the contract term will begin on or about July 1, 2023, with the contract term ending 120 days hence.

2.4. Payment Schedule and Terms

2.4.1 MEASUREMENT AND PAYMENT: Contractor can bill for mobilization costs after complete mobilization. Progress payments at 25%, 50%, 75% and 100% upon satisfactory completion at each level and as agreed upon by both parties with 10% retainage.

2.5. A site visit for inspection of the Stones River Water Treatment Plant, 5528 Sam Jared Drive, Murfreesboro, and to view the lagoon is encouraged prior to the submission of the bid. You must contact Alan Cranford or Joe Russell at (615) 848-3222 to schedule a date and time for the site visit and inspection.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	Furnish all labor, supplies and equipment and to complete the removal, hauling, and disposal of water treatment residuals from the idle lagoon at the Stones River Water				
1	Treatment Plant.	1	Lump Sum	\$498,000.00	\$498,000.00
	Total				\$498,000.00

COUNCIL COMMUNICATION

Meeting Date: 05/04/2023

Item Title: Rutherford County Library System Board of Directors

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Appointment to the Rutherford County Library System Board of Directors.

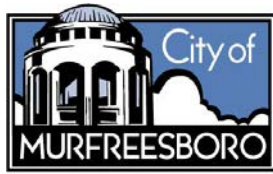
Background Information

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

Attachments:

Memo from Mayor McFarland

No Items.



... creating a better quality of life.

May 18, 2023

Members of City Council

RE: Stones River Regional Library Board

As an item for the Council agenda, I am recommending the reappointments to the Rutherford County Library System Board of Directors.

Appointment

Vicki Twitty filling the vacancy left by Lynette Ingram (term expiring June 30, 2026)

Sincerely,

Mayor Shane McFarland