MURFREESBORO CITY COUNCIL Regular Meeting Agenda Council Chambers – 6:00 PM December 7, 2023

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Public Comment on Actionable Agenda Items

Consent Agenda

- 1. Beasie-River Rock Material Testing Amendment (Engineering)
- 2. Contract Extension with Nashville Communications (Police)
- 3. Purchase of Drones from General Pacific Inc. (Police)
- 4. Purchase of Tactical Camera from ICOR Technology (Police)
- 5. Purchase of Radio Equipment from Motorola (Police)
- 6. Amendment 1 to the Annual Traffic Signal Maintenance and Electrical Contract (Transportation)

Old Business

Land Use Matters

7. Ordinance 23-OZ-33 Amending the PUD Zoning for Property along Cason Trail (2nd and final reading) (Planning)

New Business

Resolution

- 8. Resolution 23-R-31 Transfer of Firearms to a Retiring or Separating Officer (Police)
- 9. Resolution 23-R-32 Signal and Interchange Lighting Maintenance Agreement for Church Street (SR 231) and I-24 Exit Ramp Signalization (Transportation)

Land Use Matters

- 10. Rezoning Property along East Northfield Boulevard and North Tennessee Boulevard (Planning)
 - a. Public Hearing: Zone 18.02 acresb. First Reading: Ordinance 23-OZ-35
- 11. Rezoning Property along North Maney Avenue and Lee Street (Planning)
 - a. Public Hearing: Zone 1.18 acres
 - b. First Reading: Ordinance 23-OZ-36
- 12. Rezoning Property along Van Cleve Lane (Planning)
 - a. Public Hearing: Zone 0.35 acres
 - b. First Reading: Ordinance 23-OZ-37

- 13. Rezoning Property along East Castle Street (Planning)
 - a. Public Hearing: Zone 0.15 acres
 - b. First Reading: Ordinance 23-OZ-38
- 14. Planning Commission Recommendations (Planning)

On Motion

- 15. Purchase of Property in Runway Protection Zone (Airport)
- 16. Armory Drive Professional Services Agreement (Engineering)
- 17. Butler Drive Realignment Award of Contract (Engineering)
- 18. Butler Drive Realignment CEI Contract (Engineering)
- 19. Puckett Creek Master Services Agreement and Task Order (Planning)
- 20. Broad Street Pedestrian Bridge Agreement with TDOT (Transportation)

Board & Commission Appointments

Licensing

21. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Construction Testing Contract Amendment for the Beasie/River

Rock Connector Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Contract amendment for construction materials testing for the Beasie/River Rock connector project.

Staff Recommendation

Approval of the professional services contract amendment with TTL Inc.

Background Information

Staff entered into an agreement with TTL to perform material testing services for the Beasie/River Rock Connector project in January 2023. These services provide the City with verification that the materials used during the construction meet the project specifications.

During construction, it was discovered that additional testing was needed due to unknown subsurface conditions that impacted the foundation of the bridge piers. Staff requested an amendment to the original contract to cover the necessary testing needed to complete the project. This amendment brings the total contract amount to \$61,798.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The construction costs including materials testing are within budget and funded in the FY18, FY19, and FY21 CIP Budgets.

Attachments

Proposal and Client Project Services Agreement Amendment with TTL Inc.



November 30, 2023

Ms. Joe Ehleben City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37133

RE:

Budget Increase Request River Rock Boulevard. - Beasie Road Connector Murfreesboro, Tennessee TTL Project No. 22-08-04146.00

Dear Mr. Ehleben:

We are currently providing construction materials testing and engineering services for the River Rock Boulevard – Beasie Road Connector project in accordance with our Proposal No. 22-08-04146.00, dated November 11, 2022. Review of our records show our original budget estimate (\$38,798) will be exceeded as of our upcoming invoice. The budget estimate provided by TTL will be exceeded due to the actual number of days required for deep foundation installations at abutments 1 and 2 and additional trips required for concrete placements and reinforcement inspections for bridge components.

Based on our experiences with the project, we recommend increasing our estimated fee by \$23,000 for the additional services noted above and for 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 \$38,798
- Additional Services Increased Budget \$23,000
- Revised Estimated Budget \$61,798

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.

We appreciate the opportunity to be of further service on this project. Please contact us if you have any questions regarding the status of the project or this correspondence.

Sincerely, TTL, Inc.

Daven Rogers
Project Manager

Mark A. Herrmann, PE Principal Engineer

Attachments: Acknowledgement

APPROVED AS TO FORM

Adam lucker

Adam 43.A20.85F, Eliky Autorney

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Contract Extension with Nashville Communications, Inc.		
Department:	Police		
Presented by:	Chief Michael Bowen		
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	\boxtimes	
	Direction		
	Information		

Summary

One-year extension of the communication systems and electronic maintenance and repair services contract with Nashville Communications, Inc.

Staff Recommendation

Approve the Third Amendment to the Contract with Nashville Communications, Inc.

Background Information

On March 19, 2020, Council approved the initial contract with Nashville Communications, Inc. This contract provides for the repair and maintenance of communication systems and electronic installation services for the Police Department vehicles. The current contract expired on June 30, 2023.

Council Priorities Served

Responsible Budgeting

By utilizing the current contract pricing, the department benefits from the competitive proposal pricing and avoids potential price increases.

Fiscal Impact

The cost of services, up to \$50,000, will be funded from the FY24 operating budget.

Attachments

Third Amendment to the Contract Between the City of Murfreesboro and Nashville Communications, Inc.

THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MURFREESBORO AND NASHVILLE COMMUNICATIONS INC.

FOR COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION

This Third Amendment ("Third Amendment") to the Contrac City of Murfreesboro ("City"), a municipal corporation of the a corporation of the State of Tennessee, ("Contractor") is effective.	State of Tennessee and Nashville Communications Inc.,
RECITA	LS
WHEREAS, on March 19, 2020, the City entered i communication systems and electronic equipment installation, r RFCSP-21-2020 for Category #2 and Category #3; and,	nto a contract with Nashville Communications Inc. for monitoring, maintenance and repair services as set forth in
WHEREAS, on July 29, 2021, the City and Contrac communication systems and electronic equipment installation, in RFCSP-21-2020 for Category #2 and Category #3; and,	tor entered into the First Amendment to the contract for monitoring, maintenance and repair services as set forth
WHEREAS, on August 19, 2022, the City and Contra for communication systems and electronic equipment installa forth in RFCSP-21-2020 for Category #2 and Category #3; and	
WHEREAS, the term of the contract between the Ci 30, 2023;	ty and Contractor is currently from July 1, 2022, to June
WHEREAS, the City and Contractor wish to extend Contract and clause 1.3 of the RFCSP for an additional year;	the Contract term pursuant to clause B.2. of the current and,
WHEREAS, the City has continued to utilize Contra	actor's services since June 30, 2023;
NOW THEREFORE, the City and Contractor mutual July 1, 2023, until June 30, 2024. All other terms of the Contractor mutual states of the Contractor mutual stat	lly agree to extend the term of the current Contract, from ract shall remain the same.
IN WITNESS WHEREOF, the parties enter into this	s amendment as of, 2023.
CITY OF MURFREESBORO	NASHVILLE COMMUNICATIONS INC.
By:Shane McFarland, Mayor	By:
Approved as to form:	

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Purchase of Drones from General Pacific, Inc			
Department:	Police			
Presented by:	Chief Michael Bowen			
Requested Cour	ncil Action:			
	Ordinance			
	Resolution			
	Motion	\boxtimes		
	Direction			
	Information	П		

Summary

Purchase of two drones from General Pacific, Inc.

Staff Recommendation

Approve the purchase of two Autel Evo Max 4T Combo drones from GenPac.

Background Information

The Department uses drones as a means to provide aerial support during investigative missions, tactical response missions, searches for missing persons, or other emergencies situations.

Staff has verified the cost effectiveness of the quote provided by GenPac and that it was the lowest price received.

Council Priorities Served

Maintain public safety

Drones are a valuable resource that are highly useful in assisting law enforcement accomplish defined objectives.

Fiscal Impact

The cost of this purchase, \$21,028, is funded by the American Rescue Plan Act Funds.

Attachments

Contract Between City of Murfreesboro and General Pacific, Inc. for Purchase of Autel Evo Max 4T Combo Drones

CONTRACT BETWEEN CITY OF MURFREESBORO AND

GENERAL PACIFIC, INC.

FOR PURCHASE OF AUTEL EVO MAX 4T COMBO DRONES

This Contract is entered into and effective as of	, by and between the CITY OF
MURFREESBORO, a municipal corporation o	f the State of Tennessee ("City") and GENERAL
PACIFIC, INC., a corporation of the State of O	regon ("Contractor").

This Contract consists of the following documents:

- This Contract
- Contractor's Quote #20231012-161201012 dated October 12, 2023
- 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
- Finally, Contractor's Quote #20231012-161201012 dated October 12, 2023

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- 1. <u>Duties and Responsibilities of Contractor</u>. Contractor agrees to provide, and City agrees to purchase Two (2) Autel Evo Max 4T Combo Drones with accessories as set forth in the Contractor's Quote #20231012-161201012 dated October 12, 2023.
- 2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Quote #20231012-161201012 dated October 12, 2023, for Two (2) Autel Evo Max 4T Combo Drones with accessories as listed, reflecting a **Total Purchase Price of \$21,028.00**. 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. Invoices should be sent to: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Police Department shall be made within 90 days of issuance of Purchase Order to Attn: Captain Bryan Anderson Police Department 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person Captain Bryan Anderson (tel. 615-893-1311; email: 0395@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. 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.
- 4. <u>Warranty</u>. Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.

5. 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.
- 6. <u>Notices</u>. 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:

If to the Contractor:

City of Murfreesboro Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139 General Pacific, Inc Attn: Aaron Lambert 22414 NE Townsend Way Fairview, OR 97024 alambert@generalpacific.com

- 7. <u>Taxes.</u> The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 8. <u>Compliance with Laws</u>. Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 9. Maintenance of Records. Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. <u>Modification</u>. This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. <u>Waiver</u>. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - 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.
- 15. <u>Title VI of the Civil Rights Act of 1964, as amended.</u> Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 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. <u>Integration</u>. This Contract, Sales Quotations, 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, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 20. <u>Governing Law and Venue</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees</u>. 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. Debarment and Suspension.

- a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
- c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

25. Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third-party contractor. See, DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- **b)** The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) 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.

26. Domestic preferences for procurements. (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- **b)** For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 27. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 29. <u>Iran Divestment Act of Tennessee.</u> By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 30. Non-Boycott of Israel. By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 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.
- 31. <u>Effective Date.</u> 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.

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

CITY OF MURFREESBORO

GENERAL PACIFIC, INC.

	Docusigned by:
By:	By: Aaron Lambert
Shane McFarland, Mayor	Aর্মার্কিনি শিল্পার্কিনার Operations Manager
APPROVED AS TO FORM:	
Adam F. Tucker	
4AdaffiF94Tucker, City Attorney	



Murfreesboro Police Department

1004 N. Nighland Ave Murfreesboro, TN 37130 USA

Bryan Anderson

0395@murfreesborotn.gov (615) 893-1311 Reference: 20231012-161201012
Quote created: October 12, 2023
Quote expires: April 9, 2024
Quote created by: Jon Beal
Public Safety UAS Specialist
jbeal@generalpacific.com

Hello Bryan,

Thank you for choosing Gen Pac as your drone provider.

Products & Services

Item & Description	Part Number	Quantity	Unit Price	Total
Autel Evo Max 4T Combo Includes: Aircraft, 1x Battery, 3x Propeller Pair, 4T Gimbal, Gimbal Cover, 64GB Micro SD Card, Battery Charger & Cable, Repair Tool Kit, Smart Controller V3, Lanyard, USB RC Charger & Cable, Data Cable, Rugged Hard Case.	AUT EVO MAX 4T	2	\$8,700.00	\$17,400.00
Autel Evo Max Battery	AUT EVO MAX BATTERY	6	\$305.00	\$1,830.00
Autel Care Standard (1st year) for Evo MAX 4T		2	\$809.00	\$1,618.00
Autel Max Series Single Battery Charger	102002081	2	\$90.00	\$180.00
	One-time subtota	al		\$21,028.00
		To	tal	\$21,028.00

Questions? Contact me



Jon Beal
Public Safety UAS Specialist
jbeal@generalpacific.com

General Pacific 22414 NE Townsend Way Fairview, OR 97024 United States

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Purchase of Tactical Camera from ICOR Technology, Inc.			
Department:	Police			
Presented by:	Chief Michae	l Bowen		
Requested Cou	ncil Action:			
		Ordinance		
		Resolution		
		Motion	\boxtimes	
		Direction		
		Information		

Summary

Purchase of a tactical camera from ICOR.

Staff Recommendation

Approve the purchase of a tactical camera from ICOR.

Background Information

The tactical camera currently used by MPD is 18 years old and is beyond its useful life. The replacement camera has improved capabilities, including an under-door camera head and infrared technology. This will allow officers to access situations where the visual scene is obstructed.

Council Priorities Served

Maintain public safety

This camera allows the Special Operations Unit the ability to assess scenes prior to operations.

Fiscal Impact

The cost of this purchase, \$13,433.54, is funded by the ARPA federal funds.

Attachments

Contract with ICOR Technology

CONTRACT BETWEEN CITY OF MURFREESBORO AND ICOR TECHNOLOGY, INC. FOR

TACTICAL SEARCH POLE CAMERA & ACCESSORIES

This Contract is entered into and effective as of ________2023, by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee ("City") and ICOR TECHNOLOGY, INC., a Canadian corporation, 935 Ages Drive, Ottawa, ON K1G 6L3, Canada ("Contractor").

This Contract consists of the following documents:

- This Contract
- Contractor's Sales Quote #QUO-06693-J7Y7-3 dated November 20, 2023
- Contractor's GSA Contract No. GS-07F-040V
- 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 Sales Quote # QUO-06693-J7Y7-3 dated November 20, 2023
- Finally, Contractor's GSA Contract No. GS-07F-040V
- 1. <u>Duties and Responsibilities of Contractor</u>. Contractor agrees to provide, and City agrees to purchase one Tactical Search Pole Camera (TSPC) Under Door Camera with IR, TSPC with Quick Disc and Audio Out Port, 3-year Parts / Labor Warranty, Audio Out for UDC, Backup Battery, Hand-held 7IN LCD Monitor and shipping and handling as set forth in the Contractor's Sales Quote # QUO-06693-J7Y7-3 dated November 20, 2023.
- 2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve

- Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Sales Quote # QUO-06693-J7Y7-3 dated November 20, 2023, for One (1) Tactical Search Pole Camera with accessories as listed, reflecting a **Total Purchase Price of \$13,433.54**. 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. Invoices should be sent to: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Police Department shall be made within 90-120 days of issuance of Purchase Order to Attn: Captain Bryan Anderson Police Department 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person Bryan Anderson (tel. 615-893-1311; email: 0395@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. 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.
- 4. <u>Warranty</u>. Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.

5. 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.

6. <u>Notices</u>. 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: If to the Contractor:

City of Murfreesboro ICOR Technology, Inc.
Attn: City Manager Attn: Jack Vongdouangchanh
Post Office Box 1139 935 Ages Drive
111 West Vine Street Ottawa, ON K1G 6L3
Murfreesboro, TN 37133-1139 Canada

ivong@icortechnology.com

- 7. <u>Taxes.</u> The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 8. <u>Compliance with Laws</u>. Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 9. Maintenance of Records. Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. <u>Modification</u>. This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. <u>Waiver</u>. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be

denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 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.
- 15. Title VI of the Civil Rights Act of 1964, as amended. Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 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. <u>Integration</u>. This Contract, Sales Quotations, 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, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. <u>Severability</u>. 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. <u>Attorney Fees</u>. 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. <u>SAMS.gov Registration and UEI #</u>. All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).

24. Debarment and Suspension.

- a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
- c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to

Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.
- vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 25. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 26. Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).
 - a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) 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.

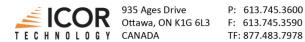
27. **Domestic preferences for procurements**. (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- **b)** For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 28. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 29. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 30. <u>Effective Date</u>. 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 APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

CITY OF MURFREESBORO	ICOR TECHNOLOGY, INC.
By: Shane McFarland, Mayor	By: GFF4BA0AF0804B6 Jack Vongdouangchanh, Commerical Manager
APPROVED AS TO FORM:	
—DocuSigned by: Adam F. Tucker	
Addin F. Thucker, City Attorney	



P: 613.745.3600 TF: 877.483.7978

www.icortechnology.com sales@icortechnology.com



Bryan Anderson Murfreesboro Police Department (TN)

1004 N. Highland Ave

Murfreesboro, TN 37130

Tel: 615-971-6191

Fax: Mobile:

To

Email: 0395@murfreesborotn.gov

QUOTE NO.: QUO-06693-J7Y7-3 **EFFECTIVE FROM:** 11/20/2023

EFFECTIVE TO: 2/20/2024

US Dollar **CURRENCY:** SHIPPING METHOD: Ground SHIPPING TERMS:

FOB - DESTINATION *DELIVERY DATE: 12 - 14 Weeks ARO

PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	TSPC-BasePkg	TSPC with Quick Disc and Audio Out Port Extendable load bearing pole 51" - 77" (130 cm - 195 cm) Submersible camera head Color camera head with audio-switching IR illumination Flex neck allowing 360° camera adjustment Load-bearing probe 7" (18 cm) LCD with articulating display securely attached to the pole Brightness control Video-out port Audio-out port (requires optional UDC and optional Audio-Out for audio functionality) Internal Lithium Ion Battery 3400MAh and Intelligent Charger with High-end LEMO™ connectors Quick disconnect (for UDC compatibility). INCLUDED TSPC - 2 Year Parts/ Labor Warranty (Depot)	\$4,686.03	\$4,686.03
1.0	TSPC-WAR3	TSPC - 3 Year Parts/ Labor Warranty (Depot) 3 Year Parts/ Labor Warranty (Depot) (3 year includes internal battery replacement and any required adjustments)	\$669.43	\$669.43
1.0	TSPC-Audio	TSPC - Audio Out for UDC Audio-out Option for Under Door Camera (UDC), w/ Headphones and Volume Control. Must also purchase optional UDC at time of original order. Audio-Out option only functional in conjunction with UDC.	\$1,100.00	\$1,100.00
1.0	TSPC-Batt	TSPC - Backup Battery 12V Ni-MH Backup Battery w/ Holster (2 hrs. run time)	\$346.93	\$346.93
1.0	TSPC-LCD 7IN	TSPC - Hand-held 7IN LCD Monitor Hand-held 7" HD LCD Monitor on a Coil Cord, acts as a secondary screen.	\$895.00	\$895.00
1.0	TSPC-UDC-IR	TSPC - Under Door Camera with IR Under Door Camera - Connects directly to standard TSPC. Includes tiny Charge Coupled Device (CCD) camera with IR illumination. Includes Quick-Disconnect Camera Head Connection. 1/4" tongue height, B&W low lux.	\$5,541.15	\$5,541.15
1.0	S&H	SHIPPING AND HANDLING	\$195.00	\$195.00
			TOTAL	\$13,433.54

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the Export and Import Permits Act (R.S.C., 1985, c. E-19). Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V

DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:

Signature	Date



www.icortechnology.com sales@icortechnology.com QUOTE

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Purchase of Radio Equipment from Motorola			
Department:	Police	Police		
Presented by:	Chief Michae	el Bowen		
Requested Cour	ncil Action:			
		Ordinance		
		Resolution		
		Motion	\boxtimes	
		Direction		
		Information		

Summary

Purchase of 25 new in-car radios from Motorola.

Staff Recommendation

Approve the purchase of 25 new in-car radios from Motorola.

Background Information

Council approved the purchase of 25 new police vehicles in November 2023. These vehicles require installation of in-car radios. This equipment is available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain public safety

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

Fiscal Impact

The expense of \$181,757 is funded by the general fund portion of the FY24 CIP.

Attachments

Amendment No. 2 to Contract Between City of Murfreesboro and Motorola Solutions for Radio Equipment.

AMENDMENT #2 TO CONTRACT BETWEEN CITY OF MURFREESBORO AND MOTOROLA SOLUTIONS INC. FOR RADIO EQUIPMENT

This Amendment #2 to the Contract between City of Murfreesboro and MOTOROLA Solutions Inc. for Radio Equipment is entered into as of the Effective Date, below, based on the following recitals, representations, and covenants.

WHEREAS, the City of Murfreesboro (the "City") and Motorola Solutions, Inc. ("Contractor") entered into a contract for the provision of Radio Equipment on April 21, 2023 (the "Contract"); and

WHEREAS, the term of the Contract is from April 21, 2023, to March 14, 2025; and

WHEREAS, Pursuant to Clause 11 of the Contract, said contract may be modified by written amendment executed by all parties; and,

WHEREAS, the City desires to amend the Contract with Motorola Solutions Inc. to purchase an additional 25 sets of Radio Equipment price as listed in Quote #2418479 dated November 14, 2023;

NOW THEREFORE, the parties agree to the following:

4. This Amendment is hereby effective on

Adam F. Tucker, City Attorney

- 1. Contractor agrees to provide and City agrees to purchase an additional 25 sets of Radio Equipment price as listed in Quote #2484479 dated November 14, 2023.
- 2. The price for the goods and other items to be provided under this Amendment #2 is \$181,757.75
- 3. Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

·	
CITY OF MURFREESBORO	MOTOROLA SOLUTIONS INC.
By: Shane McFarland, Mayor	By: Jared West, Area Sales Manager
APPROVED AS TO FORM:	



Billing Address: MURFREESBORO, CITY OF P.O. Box 1139 Finance Dept Murfreesboro, TN 37133-1139 US Shipping Address: MURFREESBORO POLICE DEPARTMENT, CITY OF 1004 N HIGHLAND AVE MURFREESBORO, TN 37130 US Quote Date:11/14/2023 Expiration Date:01/13/2024 Quote Created By: Brian Lorenz Sr. Account Manager brian.lorenz@ motorolasolutions.com 615-428-0541

End Customer: MURFREESBORO, CITY OF Jenny Licsko dlicsko@murfreesborotn.gov 629-201-5575

Contract: SWC424 - Tennessee

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	25	\$3,383.12	\$2,435.85	\$60,896.25
1a	GA09008AA	ADD: GROUP SERVICES	25	\$165.00	\$118.80	\$2,970.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	25	\$6.00	\$4.32	\$108.00
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	25	\$0.00	\$0.00	\$0.00
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	25	\$480.00	\$480.00	\$12,000.00
1e	G831AD	ADD: SPKR 15W WATER RESISTANT	25	\$66.00	\$47.52	\$1,188.00
1f	G996AS	ENH: OVER THE AIR PROVISIONING	25	\$110.00	\$79.20	\$1,980.00
1g	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	25	\$110.00	\$79.20	\$1,980.00
1h	GA00580AA	ADD: TDMA OPERATION	25	\$495.00	\$356.40	\$8,910.00
1i	GA01576AB	ADD: SMA TO QMA ADAPTER	25	\$22.00	\$15.84	\$396.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



_ine #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Pric
1j	G51AU	ENH: SMARTZONE OPERATION APX6500	25	\$1,320.00	\$950.40	\$23,760.0
1k	G67DT	ADD: REMOTE MOUNT E5 APXM	25	\$327.00	\$235.44	\$5,886.0
11	GA09001AA	ADD: WI-FI CAPABILITY	25	\$330.00	\$237.60	\$5,940.0
1m	G843AH	ADD: AES ENCRYPTION AND ADP	25	\$523.00	\$376.56	\$9,414.0
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	25	\$0.00	\$0.00	\$0.0
10	QA03399AA	ADD: ENHANCED DATA APX	25	\$165.00	\$118.80	\$2,970.0
1p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	25	\$567.00	\$408.24	\$10,206.0
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	25	\$717.00	\$516.24	\$12,906.0
1r	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	25	\$11.00	\$7.92	\$198.0
1s	W22BA	ADD: STD PALM MICROPHONE APX	25	\$79.00	\$56.88	\$1,422.0
1t	W969BG	ADD: MULTIKEY OPERATION	25	\$363.00	\$261.36	\$6,534.0
1u	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	25	\$47.00	\$33.84	\$846.0
1v	G361AH	ENH: P25 TRUNKING SOFTWARE APX	25	\$330.00	\$237.60	\$5,940.0
1w	GA09012AA	ADD: MISSION CRITICAL GEOFENCE	25	\$165.00	\$118.80	\$2,970.0
1x	QA09113AB	ADD: BASELINE RELEASE SW	25	\$0.00	\$0.00	\$0.0
	APX™ Radio Management	RADIO MANAGEMENT				
2	T7914A	RADIO MANAGEMENT ONLINE	1	\$0.00	\$0.00	\$0.0
2a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	25	\$110.00	\$93.50	\$2,337.5
ubtota	al					\$247,278.0
otal D	iscount Amount					\$65,520.2



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





Grand Total

\$181,757.75(USD)

Notes:

 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Amendment 1 to the Annual Traffic Signal Maintenance and

Electrical Contract

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	

Summary

Consider Amendment 1 to extend the Annual Traffic Signal Maintenance and Electrical Contract with S&W Inc.

Staff Recommendation

Approval of the contract amendment with S&W Inc.

Background Information

In December 2022, the City engaged S&W under the Annual Signal and Electrical Maintenance Contract. This contract is used for installation and maintenance of traffic signals systems, interstate lighting, and general electrical work for various departments. The contract is renewable up to four one-year option periods after the original award if agreed upon by both parties. The proposed is the first extension. S&W has performed the contract well.

The primary funding source the City's Traffic Signal Maintenance and Electrical program is from State Street Aid, which is our local share of the State's gasoline tax.

Council Priorities Served

Safe and Livable Neighborhoods

Traffic signal maintenance and roadway lighting of City Streets enhances the safety and livability of the City's roadway network.

Fiscal Impact

Expenses for roadway sign and electrical maintenance is primarily funded by State Street Aid.

Attachments

- 1. Amendment No. 1 for Contract between the City and S&W, Inc.
- 2. Original Contract

AMENDMENT NO. 1 TO THE CONTRACT BETWEEN CITY OF MURFREESBORO AND

S&W ELECTRICAL CONTRACTORS, INC. FOR TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to section 2 of the Contract approved by Council on December 8, 2022, the term of this contract ends on December 31, 2023, and said contract is subject to up to four (4) additional one (1) year renewals by the City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2024; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1.	The Contract is amended by extending to December 31, 2024.	the term of the Contract for an additional year through
2.	This amendment is hereby effective	·
CITY	OF MURFREESBORO	S&W ELECTRICAL CONTRACTORS, INC DocuSigned by:
Sha	ne McFarland, Mayor	Richie Bolin Richie Bolin, President
Арр	roved as to form:	
	igned by: m 7. Tucker http://dicker.city Attorney	

Agreement between The City of Murfreesboro and S&W Contracting Co., Inc. for Traffic Signal and Electrical Maintenance

This Agreement is entered into as of the 9th day of December 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and S&W Contracting Co., Inc., a Tennessee Corporation ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-28-2023, Traffic Signal and Electrical Maintenance issued November 15, 2022 (the "Solicitation");
- · Contractor's Bid Response, dated November 29, 2022 ("Contractor's Proposal"); and
- · Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- · Second, this Agreement;
- · Third, the Solicitation; and
- · Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor is engaged to provide traffic signal and electrical maintenance to the City as provided in ITB-28-2023, Traffic Signal and Electrical Maintenance, issued November 15, 2022.
- b. The provisions of the Solicitation, including (without limitation) Section 2. *General Requirements* and Section 3. *Technical Requirements*, are specifically incorporated herein and made a part of this Agreement as if fully stated herein.
- c. Work to be completed under this Agreement may be assigned to Contractor in the form of a Task Order. Any and all Task Orders assigned to Contractor by task order, amendment, or otherwise, shall also form part of this Agreement, including any and all terms therein.
- d. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. Term.

The initial term of this Agreement commences on the Effective Date, January 1, 2023, and expires on December 31, 2023, with the City holding an option to extend the term for up to four (4) additional one (1) year periods upon sixty (60) days' notice to Contractor. The term may be extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.

- **3. Termination.** Contractor's services 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. Compensation; Method of Payment.

a. The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor's Proposal Bid Form (Exhibit A).

	Annual Traffic Signal and Electrical Maintenance Contract - NOV 2022				
Item No.	Description	Units	S&W Contracting Unit Price		
1	Bucket Truck with 2-person Crew (<80' extension)	HR	\$125.00		
2	Bucket Truck with 2-person Crew (>/= 80' extension)	HR	\$125.00		
3	Digger Truck (for soil) 2-Person Crew	HR	\$125.00		
4	Digger Truck (for rock) 2-Person Crew	HR	\$225.00		
5	Non-Evasive Excavating Equip. 2-Person Crew	HR	\$80.00		
6	Compressor and Air Tools with Operator	HR	\$80.00		
7	Mini-Excavator with operator	HR	\$90.00		
8	1 Worker with Pickup Truck or Van	HR	\$80.00		
9	2 Workers with Pickup Truck or Van	HR	\$115.00		
10	6-yard Dump Truck with Operator	HR	\$90.00		
11	Trencher with 2-Person Crew	HR	\$115.00		
12	Each additional worker	HR	\$40.00		
13	Overtime Premium Charge	HR	\$25.00		
14	Loop Cutting with 2-Person Crew, equipment, and all materials (wire must be IMSA spec. 51-7)	LF	\$5.00		
15	Fiber Optic Fusion Splicing	EA	\$60.00		
16	General Electrician with Pickup Truck or Van	HR	\$85.00		
17	IMSA Level II Signal Technician with Pickup Truck or Van	HR	\$90.00		
18	Traffic Control Interstate Syst. (Interstate Lighting Mainline Repair Only)	HR	\$80.00		
19	Conduit 3" (JACK AND BORE) Sch. 80	LF	\$45.00		
20	Electro-Static Painting of Signal Cabinet	HR	\$80.00		
21	Electro-Static Painting of Signal Poles	HR	\$80.00		

- b. Contractor will be compensated upon the completion of tasks as outlined in Contractor's Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
- c. Traffic Signal Maintenance and installation activities shall be adhered to as stated in the ITB and bid specifications.
- d. Services will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work items, determined that they fully comply with specifications. Contractor will be compensated upon the completion of tasks as outlined in the Proposal and upon the completion of a Task Order and submission of an invoice to the City at its address for Notices after performance of the portion of services which each payment represents.
- e. Contractor shall promptly and timely (in no event later than 30 days) submit invoices to the City for performance of work completed pursuant to this Agreement. Failure of Contractor to submit timely invoices may delay payment of said invoice and shall be considered a material breach of this Agreement.
- **5. Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
- **6. Insurance.** During the term of this Agreement, Contractor must maintain the following insurance:
 - a. Workers' Compensation Insurance: Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract as required by Tennessee state law, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.
 - b. <u>Public Liability and Property Damages Insurance</u>: Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - i. <u>Public Liability Insurance</u> in the amount of not less than \$1,000,000.00 on any account of any one accident.
 - ii. <u>Property Damage Insurance</u> in an amount not less than \$500,000.00 for any one damage claim.
 - iii. <u>Combined Single Limit Public Liability and Property Damage</u> in an amount of not less than \$1,000,000.00 per occurrence.
 - c. Comprehensive General Liability Insurance with limits of not less than \$1,000,000.
 - d. <u>Automotive Insurance</u> with limits of not less than \$1,000,000.

e. Proof of Carriage of Insurance. 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) 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." (iii) Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - I. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- II. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- **8. Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

S&W Contracting Company, Inc. Mitch Arnold 952 New Salem Road Murfreesboro, TN 37129 marnold@sandwcontracting.com

- 9. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **10. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- **13. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or

disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 15. 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.
- **16. 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.
- **17. Time of the Essence.** Time is of the essence in the performance of all duties and responsibilities set forth in this Agreement.
- **18. Integration.** This Agreement, including (without limitation) all documents and attachments listed herein, sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- **19. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- **20. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- **21. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- **22. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses,

and costs at all stages of the litigation and dispute resolution.

23. Effective Date. This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as the effective date first listed above (the "Effective Date").

City of Murfreesboro, Tennessee

S & W Contracting Co., Inc

Docusigned by:

Kichie Bolin

Richie Bolin, President

Approved as to form:

Adam 7. Tucker

DocuSigned by:

-43A2ቒæቩና፣ F9.4ባucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Amending	the PUD	zoning	for p	roperty	along	Cason	Trai	I

[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes
Resolution	
Motion	
Direction	
Information	

Summary

Amending the PUD zoning of approximately 121 acres located along the north side of Cason Trail, east of Racquet Club Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Hidden River Holding Company, LLC presented to the City a zoning application [2023-412] to amend the existing PUD (Planned Unit District) zoning on approximately 121 acres located along the north side of Cason Trail. During its regular meeting on October 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On November 30, 2023, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will help facilitate the continued development of a 566-unit residential development.

Attachments:

Ordinance 23-OZ-33

ORDINANCE 23-OZ-33 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 121 acres in the Planned Unit Development (PUD) District (Hidden River Estates PUD) located along Cason Trail and Racquet Club Drive as indicated on the attached map, Hidden River Holding Company, LLC, applicant [2023-412].

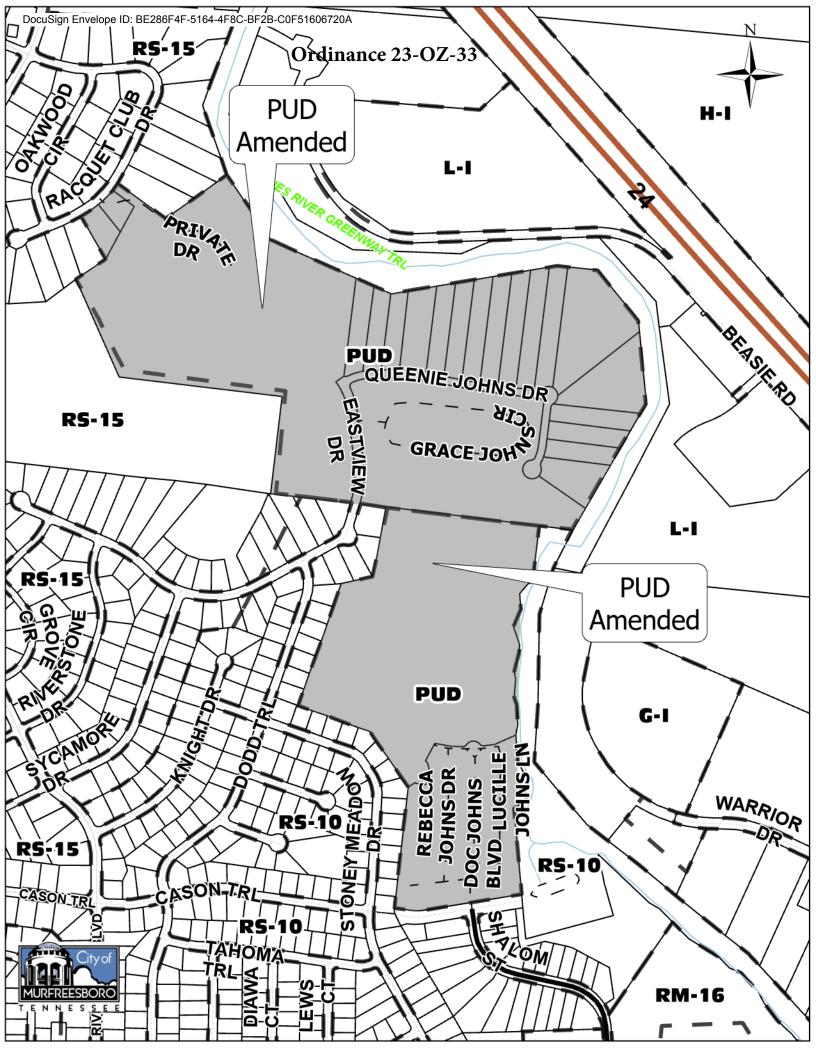
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for purposes including, but not limited to, decreasing the overall number of dwelling units by 54 and reducing the amount of open space in the development.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:	
	Shane McFarland, Mayor
1 st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Docusigned by: Adam F. Tucker
	43A2035E51F9401
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney
SEAL	



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Resolution 23-R-31 Transfer of Firearms to a Retiring or Separating Officer

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Resolution 23-R-31 authorizing MPD to present retiring or separating officers with their badge and service sidearm.

Staff Recommendation

Approve Resolution 23-R-31 to amend the criteria which allows a retiring or officers serving long-term the opportunity to receive their badge and service sidearm at the time of separation from the City.

Background Information

MPD has presented retiring police officers with service weapons since 1996. It is the desire of the department to recognize and honor police officers who retire or separate employment in good standing. Due to changes in the pension system, additional language is required to allow officers hired after July 1, 2010, and no longer a part of the pension system, to receive their service sidearm after 15 years of continuous service and meeting the previously established retirement age of 55 years old.

Fiscal Impact

None.

Attachments

Resolution 23-R-31

RESOLUTION 23-R-31 authorizing the Murfreesboro Police Department to present police officers who retire or separate employment in good standing and that meet the additional requirements of this resolution with their badge and service sidearm.

WHEREAS, it is the desire of the Murfreesboro City Council to recognize and honor police officers who retire or separate employment in good standing after fifteen years of service; and,

WHEREAS, for many police officers, their badge and service sidearm have special meaning and significance; and,

WHEREAS, the City has presented retiring police officers with service weapons since 1996; and,

WHEREAS, since such equipment has economic value to the City, these gifts should be authorized by the City Council; and,

WHEREAS, changes in the pension system require the addition of language to allow officers hired after July 1, 2010, to receive their service sidearm when meeting the same fifteen (15) year continuous service requirement and reaching the previously established "retirement age" criteria established in the pension system prior to July 1, 2010.

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

SECTION 1. Upon the retirement, in good standing, of a Murfreesboro Police Officer with at least fifteen (15) years of service with the City of Murfreesboro, the City shall present to the retiring employee, the employee's badge and service sidearm. Such badge and sidearm may be placed in an appropriate commemorative box and presented to the officer.

SECTION 2. Upon the separation of employment, in good standing, of a Murfreesboro Police Officer with at least fifteen years of continuous service with the City of Murfreesboro and who has reached the age of 55 years, the City shall present to the separating employee, the employee's badge and service sidearm. Such badge and sidearm may be placed in an appropriate commemorative box and presented to the officer.

<u>SECTION 3</u>. Transfers of firearms to a retiring or separating officer will be conducted through a Federal Firearms Licensee.

<u>SECTION 4</u>. This Resolution shall apply to all retirements and separations described above following passage of this resolution.

<u>SECTION</u> <u>5</u>. That 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:
	Docusigned by: Adam 7. Tucker 420203656150401
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Resolution 23-R-32 Signal and Interchange Lighting Maintenance Agreement

for Church Street (SR 231) and I-24 Exit Ramp Signalization

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

Ordinance	
Resolution	\boxtimes
Motion	
Direction	
Information	

Summary

Consider Resolution 23-R-32 between the City and TDOT.

Staff Recommendation

Approval of Resolution 23-R-32 between the City and TDOT.

Background Information

TDOT is completing the design of a Ramp Queue Project for the I-24 westbound off ramp Exit 81, Church Street. Safety, capacity, and operational issues were identified as concerns on the I-24 Exit Ramps (Exit 81) where it intersects with Church Street. The westbound exit ramp onto Church Street does not have sufficient storage length which causes traffic queue that extends to the mainline of I-24.

The project provides safety enhancements for the westbound off-ramp to add an additional right turn lane and left turn lane to increase the storage while improving the operation on this approach. Additionally, new signal mast arm poles, upgrading of the interchange lighting and overhead lane signage will be installed to improve the overall operations and safety at this interstate interchange.

When the State installs a traffic signal as a component of a project within the City, the City is required to provide electricity and maintain the traffic signal in proper working order. Accordingly, TDOT has provided a contract for this purpose. Project is anticipated for a Summer of 2024 contract letting.

Council Priorities Served

Responsible Budgeting

Use of Highway Safety Improvement Program funds assist with the City budgeting of roadway projects.

Fiscal Impact

Maintenance and electricity of the installed signals will be negligible, City currently is

maintaining the signals.

Attachments

- 1. Resolution 23-R-32
- 2. Exhibit A TDOT Proposal

RESOLUTION 23-R-32 accepting the State of Tennessee Department of Transportation's proposals to construct a road improvement project described as "Ramp at SR-10 (South Church Street), Exit 81 (IA) Route: I-24" within the City of Murfreesboro, Tennessee, specifically Federal Project No. NH-I-24-1(133)/State Project No.75100-0122-44, 75100-3122-44, 75100-2122-44, 75100-1122-44.

WHEREAS, the State of Tennessee Department of Transportation ("TDOT") has proposed to construct a roadway project in the City of Murfreesboro, Tennessee ("City"), designated as Federal Project No. NH-I-24-1(133)/State Project No.75100-0122-44, 75100-3122-44, 75100-2122-44, 75100-1122-44 and described as "Ramp at SR-10 (South Church Street), Exit 81 (IA) Route: I-24" in Exhibit A, attached hereto; and,

WHEREAS, this project is conditioned on the City agreeing to cooperate with TDOT in accordance with the terms and conditions set forth in TDOT's proposals, so that the TDOT's general highway program may be carried out in accordance with the intent of the General Assembly of the State of Tennessee; and,

WHEREAS, this project is necessary to improve the City's transportation infrastructure and will thereby support the City's future economic development.

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

<u>SECTION 1</u>. The City of Murfreesboro encourages and supports the construction of the project described as "Ramp at SR-10 (South Church Street), Exit 81 (IA) Route: I-24."

<u>SECTION 2</u>. The Murfreesboro City Council hereby authorizes the Mayor, on behalf of the City, to sign TDOT's Proposal for the above-described project, a copy of which is attached hereto as Exhibit A.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and economic development of the City requiring it.

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

State Project Number: 75100-0122-44,75100-3122-44,75100-2122-44,75100-1122-44

Exhibit A

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF MURFREESBORO, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter

"DEPARTMENT", proposes to construct a project in the City of Murfreesboro, Tennessee,

hereinafter "CITY", designated as Federal Project No. NH-I-24-1(133), State Project No. 75100-

0122-44,75100-3122-44,75100-2122-44,75100-1122-44, that is described as "Ramp at SR-10"

(South Church Street), Exit 81 (IA) Route: I-24", provided the CITY agrees to cooperate with the

DEPARTMENT as set forth in this proposal, so that the general highway program may be carried

out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted

by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and

easements, and constructing said project in accordance with the plans and as necessary to make

the completed project functional, it will notify in writing the Attorney General of the State, whose

address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil

action, the complaint and all subsequent pleadings, within ten (10) days after the service of each

of the same, under penalty of defending such actions and paying any judgments which result

therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if

indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost

to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

1

State Project Number: 75100-0122-44,75100-3122-44,75100-2122-44,75100-1122-44

for right-of-way or easement purposes, provided such land is being used or dedicated for road or

other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for

producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil,

crude products, water, steam, waste, storm water not connected with highway drainage, and other

similar commodities, including publicly owned facilities such as fire and police signal systems and

street lighting systems are located within the right-of-way of any road or other public way owned

by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary

to require the removal or adjustment of any of the above-described facilities as would conflict with

the construction of the project. But the foregoing may not be a duty of the CITY since it shall

become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide

for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY

or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust

such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with

detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and

maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as

shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that

lies within the limits of the right-of-way acquired for any interchange to be constructed as part of

the project and will not permit the installation or relocation of any utility facilities within the right-

of-way of any such a segment of one of its roads without first obtaining the approval of the

State Project Number: 75100-0122-44,75100-3122-44,75100-2122-44,75100-1122-44

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of

the CITY for such part of the project as may presently be on its highway, street, road or bridge

system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic

control signs for the control of traffic on a street under the jurisdiction of the CITY and located

within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways

or signing, or any of them, which are operated or function by the use of electric current are

constructed or installed as part of the project, they will be furnished with electricity and maintained

by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or

structure improvements become in violation of a CITY setback line or building and/or structure

requirement, including, but not limited to, on-premise signs, the CITY agrees to waive

enforcement of the CITY setback line or building and/or structure requirement and take other

proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property

retained by any property owner shall become in violation of a CITY zoning regulation or

requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement

and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor

will the CITY authorize use of the easements for the project in any manner which affects the

DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

Rev. 12-05-2016

3

State Project Number: 75100-0122-44,75100-3122-44,75100-2122-44,75100-1122-44

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the

movement of traffic on the roadway except as warranted and in conformity with the Manual on

Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting

streets at grade), then the DEPARTMENT will maintain the completed project. If the project is

not classified as full access control, then the DEPARTMENT will maintain the pavement from

curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist.

The CITY agrees to maintain all other parts of non-access control projects; provided, however,

that any retaining walls, box culverts, or other like structures constructed as part of the project that

support the structural integrity or stability of the roadway surface shall be maintained by the

DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be

responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for

damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S

maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional

median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm,

corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project

and defend any inverse condemnation for damage or civil actions of which the Attorney General

has received the notice and pleadings provided for herein; provided, however, that if the project is

being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs

Development Office, the terms of that contract shall control in the event of a conflict with this

State Project Number: 75100-0122-44,75100-3122-44,75100-2122-44,75100-1122-44

Proposal..

20. The project plans hereinbefore identified by number and description are incorporated

herein by reference and shall be considered a part of this proposal, including any revisions or

amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or

by other proper governmental action, which shall incorporate this proposal verbatim or make

reference thereto.

IN WITNESS WHEREOF, the DEPAI	RTMENT has caused this proposal to be executed
by its duly authorized official on this the	day of, 20
THE CITY OF, TENNESSEE	E
BY:MAYOR	DATE:
STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION	
BY: HOWARD H. ELEY COMMISSIONER	DATE:
APPROVED AS TO FORM AND LEGALITY	Y:
BY:	DATE:

GENERAL COUNSEL

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Rezoning property along East Northfield Boulevard and North

Tennessee Boulevard [Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes
Resolution	
Motion	
Direction	
Information	

Summary

Zoning of approximately 18.02 acres located along East Northfield Boulevard and North Tennessee Boulevard.

Staff Recommendation

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

The Planning Commission recommended approval of the zoning request.

Background Information

Haury & Smith Contractors, Inc. presented to the City a zoning application [2023-403] for 18.02 acres located along East Northfield Boulevard to be rezoned from CF (Commercial Fringe District) to PCD (Planned Commercial District – 3.24 acres) and PRD (Planned Residential District – 14.85 acres). During its regular meeting on April 5, 2023, the Planning Commission conducted a public hearing on this matter and then voted to defer action. The Planning Commission considered it under Old Business on November 1, 2023 and voted to recommend its approval at that time.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City.

Attachments:

- 1. Ordinance 23-0Z-35
- 2. Maps of the area
- 3. Planning Commission staff comments from the 04/05 and 11/01/2023 meetings

- 4. Planning Commission minutes from the 04/05 and 11/01/2023 meetings
- 5. Northfield Acres PRD/PCD pattern book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 1, 2023

PROJECT PLANNER: HOLLY SMYTH

5.a. Zoning application [2023-403] for approximately 18.02 acres located along East Northfield Boulevard and North Tennessee Boulevard to be rezoned from CF to PRD (Northfield Acres PRD – 14.85 acres) and PCD (Northfield Acres PCD – 3.24 acres), Haury & Smith Contractors, Inc. applicant.

The PRD (Planned Residential District) development proposes to accommodate a total of 77 dwellings with 37 of them single family detached dwelling units and 40 single family attached dwelling units (in eight 5-plex buildings). All dwelling units will be available for sale via a horizontal property regime. The residential density, excluding the 1.45 acre wetlands, equates to **5.75 dwelling units per developable acre**. Two commercial outlots, which are requested to be zoned PCD (Planned Commercial District) are laid out in the pattern book to potentially accommodate a drive-through food service use and gas station.

The initial public hearing was held on this item at the April 5, 2023 Planning Commission meeting to consider rezoning from CF to PRD and PCD. The staff report for that meeting is attached to this report.

During the public hearing there were multiple questions about points of vehicular access, and the Commission also asked to applicant to re-evaluate the potential gas station use. The applicant has not removed the potential gas station use but has modified the site access points to remove 1 of the internal connections between the PCD and the PRD and has added 2 additional points of egress for the commercial component of the development. Other minor modifications have been made and are summarized in the attached SEC, Inc. memorandum with an updated program book.

The following are key overview pages providing the best project context for the overall project, and requested exceptions are discussed below and shown in red text throughout.

- -Page 8 contains the overall layout plan for the entire site.
- -Page 11 contains typical layout & setbacks proposed for the detached homes
- -Page 17 contains typical layout & setbacks proposed for the attached townhomes
- -Page 33 contains comparative district tables for both attached and detached residential based on RSA type-2 comparative district
- -Page 38 contains comparative district tables for the commercial outlots based on CF (Commercial Fringe) comparative district

Exception(s) Requested: Pages 33 and 38 of the Program Book show the comparative use tables for the single family detached, single family attached, and commercial uses with the requested exceptions shown in red text.

The <u>single family residential detached homes</u> component of the plan includes 3 exceptions from the RSA type-2 comparative zone districts (which can be seen on page 11) to:

- a) Reduce the front setback from 35' to 15' for the main building and 22' for the garages from the back of sidewalk of the private roads.
- b) Reduce the corner lot side setback from 35' to 10' from the back of sidewalk.
- c) Reduce the 40' 'rear' setback, from the imaginary mid-point backyard between buildings to 30'.

The <u>single family attached townhomes</u> component of the plan includes 3 exceptions from the RSA type-2 comparative zone districts (which can be seen on page 17) to:

- a) Reduce the 'rear' front setback from back-of-sidewalk adjacent to private streets on the garage side of the building, from 35' to 10' for the main building and 24' and 35' for the garages (to accommodate one or two car surface parking).
- b) Reduce the front setback along North Tennessee Boulevard from 35' to 20' with the addition of landscaping and the continuous 3-rail fence.
- c) Reduce the front setback along East Northfield Boulevard from 45' to 35'.

The <u>commercial</u> component of the plan includes the following 2 exceptions from the Commercial Fringe (CF) comparative zone district (which can be seen on page 38) to:

- a) Allow gasoline sales' buildings a minimum of 170' from the nearest proposed single family detached home in the PRD. However, the current CF policy states that fuel sales be permitted when a minimum distance of 200' from any RS, RD, RS-A, or PRD classified land measured from property line to property line. Therefore, this requested exception needs to be re-worded if Commission would allow the use as shown.
- b) Allow drive-thru with their ordering system kiosk a minimum of 100' from the nearest proposed single family detached or single family attached buildings within the PRD. However, the current CF policy states that drive up windows be permitted when a minimum distance of 200' from any RS, RD, RS-A, or PRD classified land to the closest part of the drive-up window use including the queuing lanes. Therefore, this requested exception as listed on page 38 of the program book would need to be re-worded if Commission would allow the use as shown.

Department Recommendation

Staff is generally supportive of this rezoning request for the following reasons:

- 1) The PCD retains a commercial component to serve the local neighborhood needs while prohibiting potentially incompatible commercial uses.
- 2) The density of 5.75 units per acre of the developable land is in line with the adjacent properties as listed in the comparative subdivision table in the April 5, 2023 staff report
- 3) Less traffic impacts are expected with the mixture of uses instead of all 16.57 developable acres being Commercial Fringe uses when comparing most commercial uses versus residential land uses.
- 4) The PRD offers a variety of housing types with quality architecture.

5) The zoning plan is compatible with the future land use map, when taken into context with the transition policies.

However, the following 2 Staff Comments should be integrated into the program book related to the residential use. Should the Planning Commission recommend approval of the potential gas station and drive thru with its proposed lay out, the 3rd staff comment below should be integrated.

- a. Include a larger gazebo as one of the conceptual photos that holds approximately 20 persons for the interior location in addition to the small one currently shown.
- b. For the potential drive-thru, label the exact location of where the 2 speaker boxes might be allowed on page 36; one on the northwest corner of the Lot B's building (currently labeled 150') and one on the southeast corner of Lot A's building facing south (currently labeled 172').
- c. For the potential gas station and drive-thru, scale back hours of operation from 6am to 10pm and require the canopy or building lighting to be turned off after hours. All lighting for these uses shall be further evaluated during site plan review.

Action Needed

The applicant and their land planner will all be in attendance at the meeting to make a presentation and to answer questions. The Planning Commission will need to discuss this matter and then formulate a recommendation to City Council.

Attachments:

- -NoOrtho Map-
- -Ortho Map
- -April 5, 2023 Staff Report
- -Program Book Modification Memo of 10-23-2023
- -Updated Program Book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 APRIL 5, 2023 PROJECT PLANNER: HOLLY SMYTH

4.b. Zoning application [2023-403] for approximately 17.98 acres located along East Northfield Boulevard and North Tennessee Boulevard to be rezoned from CF to PRD (Northfield Acres PRD – 14.7 acres) and PCD (Northfield Acres PCD – 3.28 acres), Haury & Smith Contractors, Inc. applicant.

The subject property is located predominantly at the northwest corner of the intersection of East Northfield Boulevard and North Tennessee Boulevard. The study area involves one undeveloped parcel that crosses North Tennessee Boulevard. The site is identified as Parcel 115.02 of Tax Map 081 and is approximately 17.98 acres. Of the 17.98 acres, 3.28 acres along East Northfield Boulevard is proposed to be rezoned as Planned Commercial District (Northfield Acres PCD). The remaining 14.70 acres will be rezoned to Planned Residential District (Northfield Acres PRD) for this development. Of this 14.70 acres to be zoned PRD, 1.45 acres of land to the east across North Tennessee Boulevard will be set aside as existing wetlands to remain within the PRD resulting in 13.25 developable acres. The proposed PRD would accommodate a total of 77 residential units; 37 single family detached residential homes and 40 single family attached residential units (in eight 5-plex buildings) equating to **5.81 dwelling units per developable acre.**

The following are key overview pages providing the best project context for the overall project, and requested exceptions are discussed below and shown in red text throughout.

- -Page 8 contains the overall layout plan for the entire site.
- -Page 11 contains typical layout & setbacks proposed for the detached homes
- -Page 17 contains typical layout & setbacks proposed for the attached townhomes
- -Page 33 contains comparative district tables for both attached and detached residential
- -Page 38 contains comparative district tables for Commercial Fringe

Adjacent Zoning and Land Uses

The surrounding zone districts include primarily RM-16 (Multi-Family Residential District) to the west, south and east, PRD (Planned Residential District) to the north and northeast, and CF (Commercial Fringe) to the southeast at the south-east corner of the East Northfield Boulevard and North Tennessee Boulevard intersection. The primary surrounding land uses are either apartments, condos, or duplexes on all sides, as more particularly labeled on page 4 of the program book. The opposing southeast corner of the intersection has a strip commercial center occupied by a small scale furniture store, convenience store, and formerly a pizza business.

At the request of staff, the developer sent out notices to the adjacent neighborhoods within 500' of the project site and held a neighborhood meeting on March 21st, 2023. A little over 30 neighbors attended, with four out of the five nearby residential neighborhoods being represented. These adjacent neighborhoods have the following attributes:

Subdivision Name	Type of Housing	<u>#</u>	<u>Acreage</u>	<u>Density</u>
		<u>units</u>		
Brookwood Point	3 & 4-plex townhomes	52	9.76 developable	5.32
			(+4.18 wetlands)	
The Retreat at Northwoods	4, 5, & 6-plex townhomes	74	9.62	7.69
The Preserve Murfreesboro (aka Pointe at Raiders Campus student housing)	3-story Apartments	346	17.26	19.98
Forest Oaks II & III	2 & 3-plex townhomes	117	18.35	6.38
Forest Oaks I Condominiums	4, 6, & 8-plex townhomes	98	15.41	6.36

The concerns shared at the neighborhood meeting included why are there so many points of access into the development, why were townhome products included, increases in traffic will make it more difficult for adjacent developments to get out of their existing streets on North Tennessee Boulevard, can some of the trees be preserved along the westerly side of the property, can a fence be placed along the western property edge to deter potential trespassers and mitigate the glare of headlights next to the mail kiosk, and could the locations of the pickle balls courts and amenity area adjacent to North Tennessee Boulevard across from adjacent condos be removed due to the noise.

Based on this input, the developer has revised the pattern book to move the pickle ball court to the interior and has added 6' tall opaque fencing along the south-westerly property line.

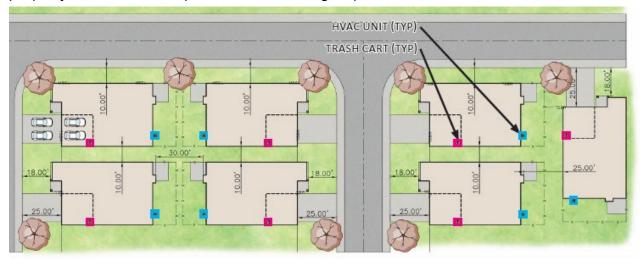
Proposed PRD and PCD

The PRD overall layout is best seen on page 8 of the program book and also includes basic site data for both the PRD and PCD. The PRD is being requested to allow for 37 single family detached homes and 40 attached townhome units within a horizontal property regime (HPR). The single family detached and attached units are most similar to what would be allowed in a RS-A, Type 2 zone district.

All dwellings will be available for sale via the HPR. The developer proposed that all homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder(s) of all homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.

Detached single-family homes will be one or two story products with a minimum of 1,800 square feet of floor area and a minimum of 3 or more bedrooms with a standard house width of approximately 38'. All homes will have a patio area at the rear of the unit with an optional privacy fence. Exterior exposed building sides will have additional detailed articulation to create more architectural interest. Parking will be provided by 2-car front-loaded garages with decorative garage doors with window panels at the top of the door and a roof like feature above the opening to reduce the prominence of the garage. Driveways will have a concrete surface and will be 16' wide by 25' deep to accommodate another 2 vehicles. Exterior materials shall consist of masonry materials such as fiber cement lap board, fiber cement board and batten, brick, and stone with the roof being standing metal seam or asphalt shingle roof and/or standing seam accent roof. Vinyl will only be permitted in trim & soffit areas.

Proposed setbacks and typical layouts are depicted on page 11 and in a table format on page 33 of the program book. The below extraction from the program book most clearly shows proposed setbacks of the PRD when compared with RS-A, Type 2 zoning district that is most similar. Because the PRD is a horizontal property regime, some of the exceptions/differences need to be compared between buildings, as there are no internal property lines. The exceptions that are being requested are shown in red below.



Setbacks Proposed in PRD compared to to RS-A, Type 2 zone Single-Family Detached Homes Minimum Building Setbacks (Internal):

Front of garage to Back of Sidewalk: 25-feet	vs. 35'
Front of house to Back of Sidewalk: 18-feet	vs. 35'
Sideyard to Back of Sidewalk (corner):10-feet	vs. 35'
Side to Back of Sidewalk Alternative: 15-feet*	vs. 35'

Side to Side between bldgs: 10-feet vs. 5' to PL (10' between bldgs)
Side to Rear between bldgs: 25-feet vs. 20' to PL (40' between bldgs)
Rear to Rear between bldgs: 30-feet vs. 20' to pl (40' between bldgs)

Minimum Building Setbacks to External Development Boundaries:

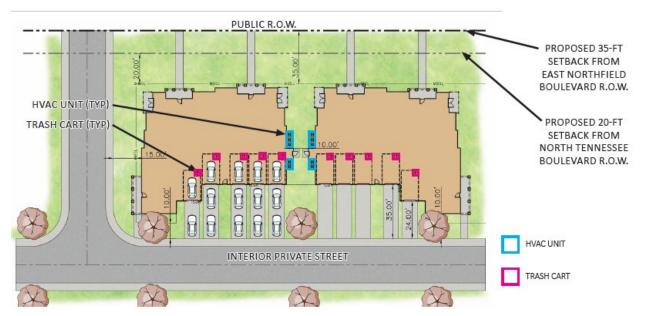
PCD Property Lines (side & rear)	20-feet	vs. 5' & 20' to Property Line (PL)
All Other Property Lines (rear):	25-feet	vs. 20' to PL

^{*}Porch slab and fencing permitted within the setbacks as generally shown.

Red text denotes exceptions from the comparative zone district.

Attached single-family homes will be a minimum of 1,200 square feet and will all be 2-bedroom dwellings as shown in the floor plan layout on pages 18 and 19. Specific architectural plans have been created specifically for this project to create a very unique product that does not look like apartments or standard vertical townhomes. The product is intended to look like a large single family home with lots of details, porch spaces, and varying roof heights. The overall 'height' of the building is 30.25' with the top ridge line at 37.5' tall. Each building functions like a stacked-flat style townhome, with three dwelling units only accessing the ground level and two dwellings on the 2nd floor accessed by a

shared interior staircase. Each of the 5 units' living area and garage is depicted in a different color outline on the floor plan pages 18 and 19. All townhomes will have a porch area at the front or side of each unit. Parking will be provided by a 1-car front loaded garage with a decorative garage door with window panels at the top of the door. Driveways are concrete and 10' wide by 24' for the corner units and 10' wide by 35' deep for all others with planting strips separating each. Driveways will accommodate 1 vehicle for the corner unit or 2 vehicles for all other units. Pages 20 through 24 include rendered and line drawings of the four elevation sides and a roof plan to better understand the building articulations. Exterior materials shall consist of masonry materials such as fiber cement lap board, fiber cement board and batten, brick, and stone with the roof being standing metal seam or asphalt shingle roof and/or standing seam accent roof. Vinyl will only be permitted in trim & soffit areas.



Minimum Building Setbacks to External Development Boundaries

East Northfield Boulevard: 35-feet vs. 45' 'front' setback North Tennessee Boulevard: 20-feet vs. 35' 'front' setback PCD Property Lines: 20-feet vs. 10' front setback

All Other Property Lines: 25-feet vs. 5' to property line (10' between bldgs.)

Red text denotes exceptions from the comparative zone district.

Single-Family Attached Homes Minimum Building Setbacks (Internal):

Garage to Back of Sidewalk: 24-feet to 35-feet vs. 35' 'front' setback "Rear" of house to Back of Sidewalk: 10-feet vs. 35' 'front' setback vs. 35' 'front' setback vs. 35' front setback

Side to Side between bldgs: vs. 5' to property line (10' between bldgs.)

^{*}End units may have garage setback of 24-feet minimum.

^{**}Porches shall be permitted to encroach a maximum of 3-ft into setbacks shown above

Proposed setbacks and typical layouts are depicted on page 17 and in a table format on page 33 of the program book. The below extraction from the program book most clearly shows proposed setbacks of the PRD when compared to RS-A, Type 2 zoning district that is most similar. Because the PRD is an HPR, some of the exceptions/differences need to be compared between buildings, as there are no internal property lines. Exceptions to the comparative setbacks are identified in red text above.

Amenity areas are proposed throughout the development as depicted on page 28-30 of the program book. These areas are programmed to include elements such as pickleball courts, a dog-park, outdoor seating, community fire pits, grilling stations, cornhole boards, 2 gazebos, and walking trails. In previous drafts, a larger scale single gazebo was provided near North Tennessee Boulevard but was changed to a smaller gazebo by the applicant when staff asked for a second gazebo over a seating area towards the site interior. Staff recommends that the interior gazebo be larger to accommodate 20 persons under cover and a second conceptual picture needs to be added. All property owners of the development shall be part of an HOA managed by a third party. The HOA shall be responsible for maintaining all common areas and amenities. Three residential monument signs will be incorporated at the one East Northfield Boulevard and the two North Tennessee Boulevard entrances. Signs will be constructed of masonry materials and anchored with landscaping.

Landscape plantings and buffers are provided within and along the perimeter of the project as shown on page 31 of the program book and include the following:

- The existing wetlands to the east across North Tennessee Boulevard are to remain undeveloped. The residential H.O.A. shall be responsible for the maintenance and upkeep of the existing wetlands.
- Trees along the private streets shall be placed every 100' on average as generally depicted on the concept plan.
- 3-rail fencing along the west side of North Tennessee Boulevard to match adjacent side of street with berm located along the drainage basin.
- A 3-ft tall berm shall be constructed along North Tennessee Boulevard along the proposed detention pond and shall be attractively landscaped with a mixture of evergreen and deciduous plantings.
- 15' wide Type "D" landscape buffer between the commercial and residential uses with an opaque fence bisecting the tree line.
- Low level parking landscape screening where headlights interfere with ROW or residential
- Minimum 10' of landscape area between parking and all property lines
- Perimeter and base of building plantings to meet standard City ordinance requirements.

Access/Parking: Pages 26 and 27 of the program book summarize most of the specifics related to access. All interior streets, parking, and driveways are private and will be maintained by an H.O.A. Interior private streets consist of a 34' cross-section with two 12' travel lanes and two 5' monolithic sidewalks (which are sidewalks that are directly adjacent to the curb with no grass strip between the curb and sidewalk). Entrance cross-sections accommodate three 12' travel lanes and two 5' monolithic sidewalks.

The residential portion of the property will have access to the existing public rights-of-way of East Northfield Boulevard through one entrance, and to North Tennessee Boulevard through two entrances. The PCD portion of the property will have access to the existing public rights-of-way of East Northfield Boulevard through one entrance and shall connect to the private drives proposed within the PRD portion of the property. These connections to the PRD property will provide residents with indirect access to East Northfield Boulevard. All entrances to the site will be designed to incorporate three lanes of travel; one lane entering the development and two lanes for travel leaving the development because East Northfield is a designated Major Arterial and North Tennessee Boulevard is a designated Community Collector.

Interior cross-access is being provided between the commercial and residential components so that the overall project site is more cohesive and potential line-of-sight issues for a commercial driveway is reduced by the shared access point. These interior connection points are shown in blue circles with access easements proposed in the dark blue dashed lines on page 8 and of the program book. These access drives are proposed to be built with the first commercial outparcel. As stated on page 26 of the program book, a traffic impact study will be conducted during site plan review and adjustments or improvements to the site shall be made accordingly (which may require a right-turn pocket off East Northfield Boulevard or other improvements).

The residential uses require 210 total parking spaces with 310 parking spaces being provided. Spaces are distributed between 114 garage spaces, 146 driveway spaces, and 50 guest parking spaces for the 77 residential dwelling units. This equates to 4.03 spaces per unit on average.

The PCD overall layout is best seen on page 8 of the program book and also includes basic site data for both the PRD and PCD. Pages 34, 35, and 36 provide more details of the proposed conceptual PCD characteristics as the immediate end users have not yet been determined. The PCD is being requested to allow for two outparcels to be developed with CF (Commercial Fringe) type uses as outlined more specifically in the "Permitted Uses" table provided therein. Prohibited uses include primary pain clinic, primary drug and alcohol rehab centers, vape/cigarette shop/tobacco shop, and liquor store. Limited uses could include a gas station with 6am to 11pm operating hours and a drive-thru.

In the existing zoning ordinance, if a Commercial Fringe – CF zoned property is adjacent to RS, RD, RS-A, PRD, or PUD zoned land (aka "sensitive land") the gas station and drive-thru uses require special separation. The "sale or distribution of gasoline" requires a 200' setback as measured between the CF and sensitive land zone properties. The drive-thru use requires 200' separation be measured from the closest part of the drive-up window use including the queuing lanes to the sensitive land. The intent is to ensure that the drive-up window and associated queuing lane, menu boards, on-site circulation, and ordering system will not have an adverse impact on the sensitive land to assure compatibility.

The applicant requests that these 200' special separation rules for these 2 uses between comparative RS-A zone district (being rezoned PRD) and comparative CF- Commercial Fringe zone district (being rezoned to PCD) be reduced to 170' for gas sales and 100' for drive thru uses from the actual structures rather than from the property lines or queue lanes respectively. The conceptual zoomed in layout on page 36 provides for two enclosed buildings and one free-standing gas canopy and shows potential setback reductions with yellow dimension lines. The comparative zone table on page 38 shows exceptions being requested from these setback standards from the future residential structures that generally apply in a CF zone as follows:

- Requesting an exception to the required 200' setback from the property line for gasoline sales to be reduced to 170' as depicted on exhibit shown on Page 36. This is measured from nearest proposed residential unit instead of measured from nearest residential property line to the convenience building or to the gas canopy.
- Requesting an exception to the required 200' setback from a drive-up window, queuing lane, menu boards, on-site circulation, and ordering system to be reduced to 100' as depicted on exhibit shown on Page 36. This is measured from nearest proposed residential unit instead of measured from nearest residential property line to the ordering system speaker box or pickup window.

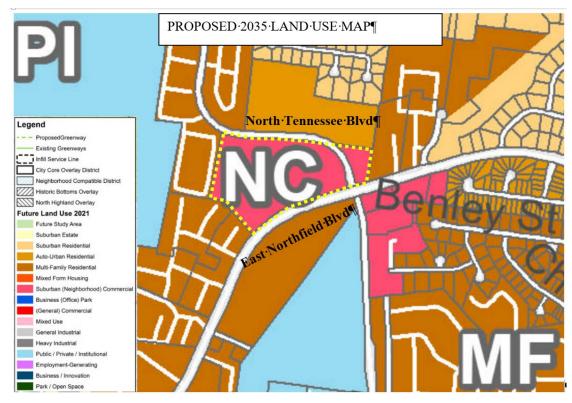
The 200' special setback rules does not apply to the existing surrounding neighborhoods because they are either zoned RM-12 or RM 16 or the future commercial outparcels are located more than 200' from PRD zoned property.



Future Land Use Map

The future land use map contained in the <u>Murfreesboro 2035 Comprehensive Plan</u>, which was adopted in July 2017, and the proposed new General Plan land use map recommend that the subject property develop primarily with a <u>Suburban Neighborhood Commercial</u> land use character (see excerpt from the proposed future land use map below). This

Suburban Neighborhood Commercial character consists of commercial and office uses that are automobile-oriented but designed at a neighborhood scale and cater to pedestrians in neighborhood commercial configurations rather than linear strips. The scale and intensity level of the building size, shape, and footprint is about the same as residential development within the suburban estate or suburban residential categories and is clustered at intersections. The existing comprehensive plan calls out CL, CF, CM-R, CM, and CM-RS-8 zoning districts as being compatible with this designation. Development types in this designation includes professional offices, convenience stores, dry cleaners, post offices, coffee shops, and drug stores. The proposed new General Plan calls out for CF, OG, CM, and PCD/PUD zoning districts as being compatible with this



land use character, evaluated on a case-by-case basis. Recommended development types in the updated plan are the same as the existing plan with drive-thru uses being discouraged but potentially allowed if they are integrated into the design to not be prominent.

Based on the Comprehensive Plan designations, the proposed PCD component is clearly consistent with the *Suburban Neighborhood Commercial*.

Based on the Comprehensive Plan designations, the proposed PRD component is not clearly consistent with the *Suburban Neighborhood Commercial* land use character. However, the new transition policies stemming from the proposed new General Plan updated may address this type of situation, and this may be an instance for the following reasons:

1) "Unique geographical, environmental or infrastructure conditions shape development opportunities differently than property line configurations." The layout of

the two different uses allows the natural flow of water to stay in place adjacent to the proposed residential walking trail rather than bisecting a commercial center.

- 2) "More than one type of land use category may be suggested to occur within property boundaries, especially on large parcels." The developable property acreage is 16.53 acres of Commercial Fringe CF zoned property, which has remained undeveloped in its current zone for over 20 years, showing that the large size may make it difficult to develop as presently zoned for only commercial uses.
- 3)-"Guiding Principle 11 states that 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." The project has townhome units on the periphery adjacent to other townhomes or apartment uses with single family detached units oriented in the middle of the development with an overall density similar to the surrounding uses.

Department Recommendation

Staff is generally supportive of this rezoning request for the following reasons:

- 1) The PCD retains a commercial component to serve the local neighborhood needs while prohibiting potential problematic uses.
- 2) The density of 5.81 units per acre of the developable land is in line with the adjacent properties as listed in the table above.
- 3) Less traffic impacts are expected with the mixture of uses instead of all 17.98 developable acres being Commercial Fringe uses.
- 4) The PRD offers a variety of housing types with quality architecture.
- 5) The zoning plan is compatible with the future land use map, when taken into context with the transition policies.

However, the following Staff Comments should be integrated into the program book:

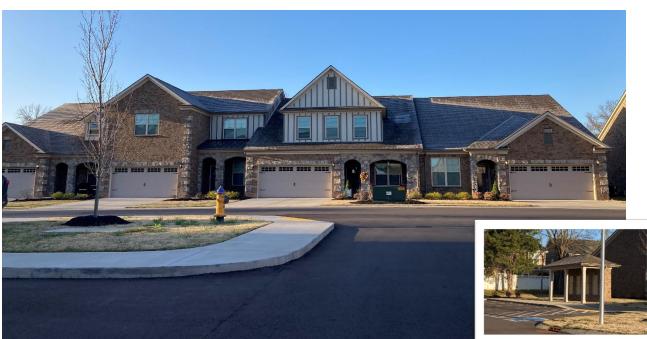
- a. Choose one solid non-combustible optional patio fencing type rather than three styles currently included for continuity and include the proper picture of this fence and the 3-rail fence in the program book. Staff prefers 4' solid with 2' permeable top section.
- b. Include a larger gazebo conceptual photo that holds approximately 20 persons for the interior location in addition to the small one currently shown.
- c. For the potential drive-thru, identify 2 specific speaker box locations on page 36; one on the northeast corner of the building shown on Lot B facing easterly and one on the southeast corner of the building shown on Lot A facing south.
- d. For potential gas station, scale back hours of operation from 6-10pm and require the canopy lighting to be turned off after hours. All lighting for this use shall be evaluated during site plan review.

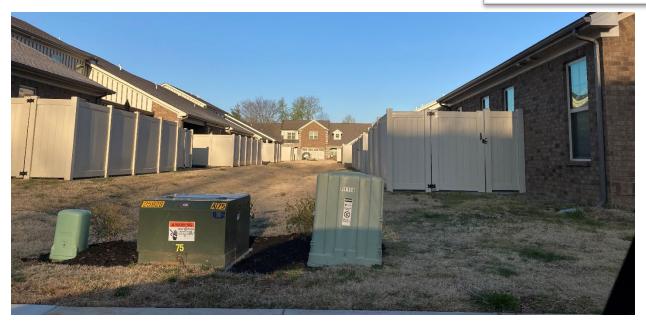
Action Needed

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 City Council.

BROOKWOOD POINT

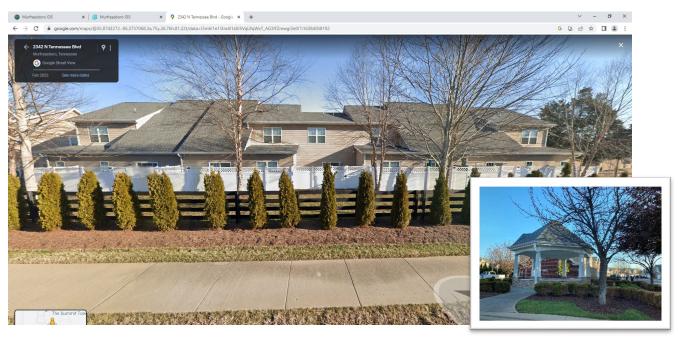






2023-403_Northfield Acres PRD-PCD_Rezone_PC_PH_Final

<u>ADJACENT NEIGHBORHOODS SURROUNDING NORTHFIELD ACRES –</u> THE RETREAT AT NORTHWOODS





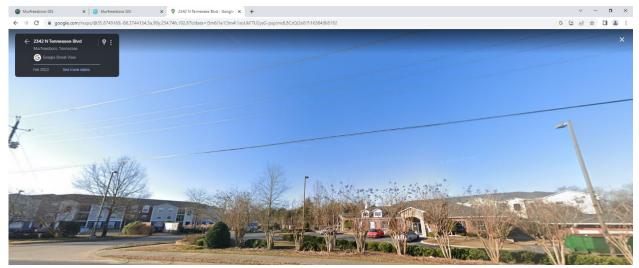




April 5, 2023 PC PH Mtg

THE PRESERVE MURFREESBORO

(aka Pointe at Raiders Campus, converting out all 4 bed/4 bath student housing)







FORREST OAKS II (located on the northside of East Northfield Blvd.)





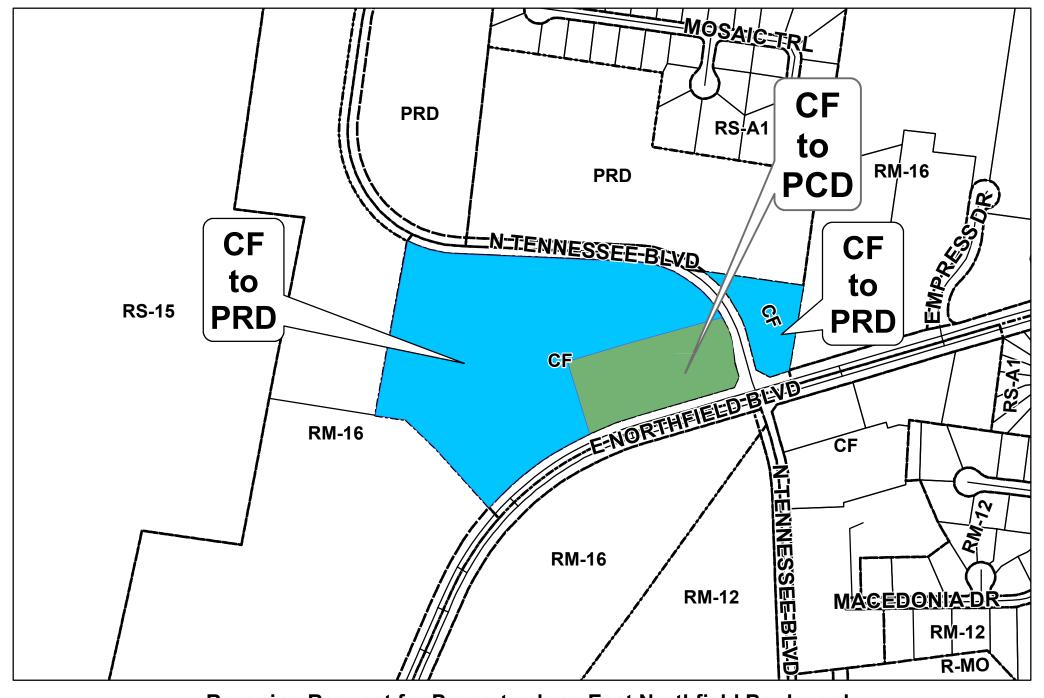


2023-403_Northfield Acres PRD-PCD_Rezone_PC_PH_Final

FORREST OAKS II CONDOMINIUMS (located on the southside of East Northfield Blvd.)







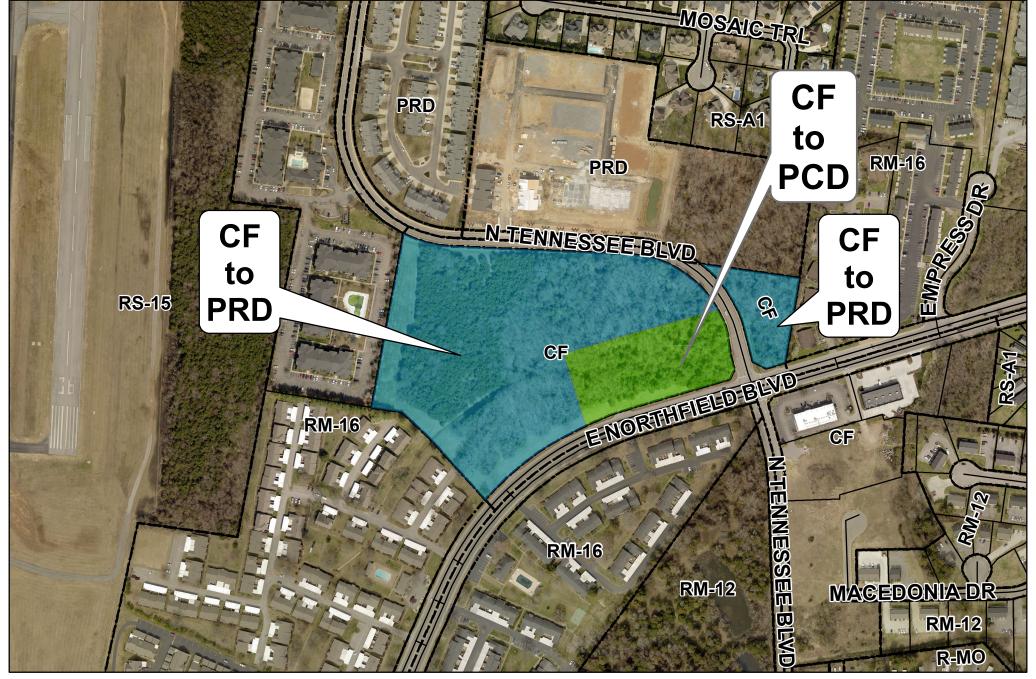


Rezoning Request for Property along East Northfield Boulevard CF to PRD and PCD

(Northfield Acres PRD and Northfield Acres PCD)

570 285 0 570 Feet

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





Rezoning Request for Property along East Northfield Boulevard CF to PRD and PCD (Northfield Acres PRD and Northfield Acres PCD)

570 285 0 570 Feet

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



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

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

Procedure for applicant:

Amount paid:

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

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

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

To be completed by applic			
		City/State/Zip:	
		address:	
PROPERTY OWNER:	3		
Street Address or			
		Parcel (s):	
	on:		
		Acreage:	
		ications to the public (if different	
E-mail:			
APPLICANT'S SIGNATUI	RE (required):		
DATE:			
*******For Office Use Only	***********	**********	·*****
Date received:	MPC YR.:	MPC #:	

Receipt #:



NORTHFIELD ACRES

A REQUEST FOR REZONING FROM COMMERCIAL FRINGE (CF) TO PLANNED RESIDENTIAL DISTRICT (PRD) & PLANNED COMMERCIAL DISTRICT (PCD) Murfreesboro, Tennessee

Initial Submittal February 9, 2023

Resubmittal

March 14, 2023 for the March 15, 2023 Planning Commission Workshop Meeting

Resubmittal

March 27, 2023 for the April 5, 2023 Planning Commission Public Hearing Meeting

Resubmittal

October 23, 2023 for the November 1, 2023 Planning Commission Public Hearing

Resubmittal

November 22, 2023 for the December 7, 2023 City Council Public Hearing





SEC, Inc.

architecture

Company Name: SEC, Inc.

Profession: Planning.Engineering.Landscape Architecture

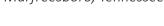
Matt Taylor and Rob Molchan Attn:

Phone: (615) 890-7901

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

www.sec-civil.com

850 Middle Tennessee Blvd. Murfreesboro, Tennessee 37129



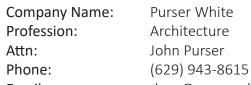
Company Name: Haury & Smith Contractors, Inc.

Profession: Developer and Builder

Matt Smith Attn: Phone: (615) 330-4897

Email: msmith@haurysmith.com Web: www.haurysmith.com

7065 Moores Lane, Suite 300 Brentwood, Tennessee 37027



Email: dave@purserwhitearch.com Web: www.purserwhitearch.com

2819 Columbine Place, Suite 5 Nashville, Tennessee 37204

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AERIAL PHOTOGRAPH

North Tennessee Boulevard (Community Collector)

East Northfield Boulevard (Major Arterial)

Lascassas Pike (Major Arterial)

Alexander Boulevard (Community Collector)



Not To Scale

Haury & Smith Contractors, Inc. respectfully requests the rezoning of the Northfield-Smith, LLC property from Commercial Fringe (CF) to Planned Residential District (PRD) and Planned Commercial District (PCD) to create Northfield Acres. The property is located predominantly at the northwest corner of the intersection of East Northfield Boulevard and North Tennessee Boulevard. The site is identified as Parcel 115.02 of Tax Map 081, and is approximately 18.05 acres. An additional 0.04 acres of ROW along East Northfield Boulevard will be abandoned and added to the development for an overall area of 18.09 acres. Of the 18.09 acres, 3.24 acres along East Northfield Boulevard will be out-parceled to rezoned as Planned Commercial District (PCD). The remaining 14.85 acres will be rezoned to Planned Residential District for this development. Of this 14.85 acres, 1.45 acres of land to the east across North Tennessee Boulevard will be set aside as existing wetlands to remain within the PRD giving a developable acreage of 13.40 acres.

The request for rezoning to PRD is to create Northfield Acres. The development will consist of 77 dwelling units on 13.40 acres for a density of 5.75 dwelling units per acre. The project will consist of a mixture of 40 single-family attached townhomes and 37 single-family detached homes. The homes will be built as a Horizontal Property Regime (HPR), and all homes will be for purchase. The proposed single-family detached homes will be a minimum of 1,800 sf. All single-family detached homes will have a minimum of 3 to 4 bedrooms. The single-family detached homes will have a minimum two car front-entry garage and 2 surface spaces in front of each garage. The proposed single-family attached townhomes will be a minimum of 1,200 sf. All single-family attached homes will have 2 bedrooms. The single-family attached townhomes will have a minimum one car rear entry garage. The home elevations will be constructed of mixture masonry materials to add quality and character to the community. Each home will have foundation landscaping and sodded front yards when fronting onto any public or private street. Street lights will be provided along the roadways to add character and continuity to the neighborhood. The entrances onto North Tennessee Boulevard and East Northfield Boulevard will incorporate signage on one side of their intersections. The H.O.A. will maintain all common areas.

The commercial portion of the development will create neighborhood oriented retail opportunities for the proposed homes and surrounding area. The proposed commercial will further reinforce the North Tennessee and East Northfield intersection as a commercial node for the area.



ZONING MAP Not To Scale 📦

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

RM-16 Residential Zero Lot Line (RZ)

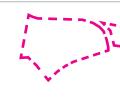
RS:15 Residential Single-Family (RS-15)

RM-12 Residential Multi-Family (RM-16)

CF Commercial Fringe (CF)

PRD Planned Residential Development (PRD)

SF Single-Family Zero Lot Line



Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the north and west is zoned PRD. The land to the south is zoned RM-16. The land to the southeast and east are zoned CF. The majority of the land surrounding this development is zoned for residential classifications with a small portion of land set aside for commercial development to service the surrounding residential uses.

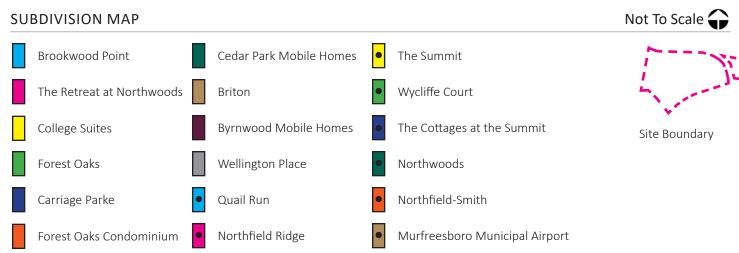
PROPOSED FUTURE LAND USE MAP (2035)



The existing and proposed Murfreesboro Future Land Use Map Amendment proposes this area as Suburban (Neighborhood) Commercial Character (NC). The character of this land use includes professional offices, convenience stores, dry cleaners, and other small-scale, low-intensity land uses, generally clustered at intersections of community collector thoroughfares. Generally compatible zoning districts include CF, OG, CM, and PCD/PUD.

While the residential portion of this development does not align with the Future Land Use Plan's classification for this lot, the commercial portion of the development does. The proposed residential development expands and complements the existing and growing residential character surrounding this property, while the commercial property will complement the commercial development catty corner to the development.





Northfield Acres is surrounded by a mixture of residential subdivisions with a variety of residential products. Brookwood Point is a residential development to the north consisting of two story single-family attached homes that include garages. The exterior elevations consist of primarily brick with masonry accents along all elevations. There is one primary point of ingress/egress to the development from North Tennessee Boulevard. College Suites is a residential development to the west consisting of three story apartments. The exterior elevations consist of primarily hardy board with brick accents along all elevations. There are two primary points of ingress/egress to the development from North Tennessee Boulevard Forest Oaks is a residential development to the south consisting of one and two story single-family attached homes that include a detached covered parking bay at the rear of the units. The exterior elevations consist of primarily brick on the fronts of all homes as well as the sides on the first floor and deep front setbacks from East Northfield Boulevard. The side elevations on the second floor as well as the rear elevations consist primarily of hardy board. There are two primary points of ingress/egress to the development from East Northfield Boulevard which align with the proposed entrances to Northfield Acres. Wycliffe Court is a residential development to the east consisting of single story apartments. The exterior elevations consist of primarily wood paneling with brick accents on the sides. There is one point of ingress/egress to this development from East Northfield Boulevard.





The PRD portion of the property has/will have access to existing public rights-of-ways along East Northfield Boulevard and North Tennessee Boulevard. The PRD will have an entrance in the southeast corner of the development to East Northfield Boulevard. This access point will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. The PRD portion of the development will also have two entrances to North Tennessee Boulevard along the northern boundary. The eastern entrance will incorporate one lane into the site, and one right-out only turn lane onto North Tennessee Boulevard. The western entrance along North Tennessee Boulevard will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. This entrance will align with the existing entrance for Brookwood Pointe PRD to the north.

The PCD portion of the property has/will have access to existing public rights-of-ways along East Northfield Boulevard and North Tennessee Boulevard. The western entrance along East Northfield Boulevard will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. The eastern access point to East Northfield Boulevard will have a right-in/right-out only configuration due to the divided median in the roadway, as well as proximity to the existing intersection. The PCD portion of the development will also have access to North Tennessee Boulevard via a right-in/right-out only configuration due to the proximity to the intersection and the large curve configuration of this roadway.

Internally, there will be a cross access easement between the PCD and PRD sections of the development.



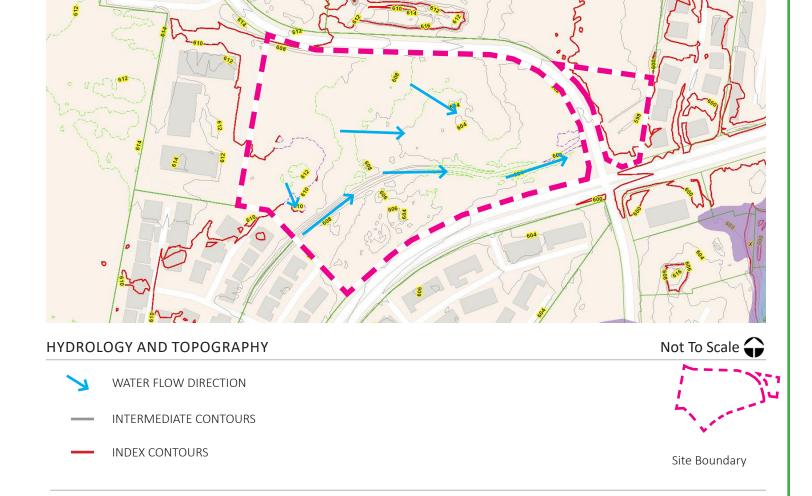


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 12 inch ductile iron water line stubbed to the property along East Northfield Boulevard for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line running along the southern property line along East Northfield Boulevard. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. The proposed development will fall within its sewer allocation with the proposed zoning changes.

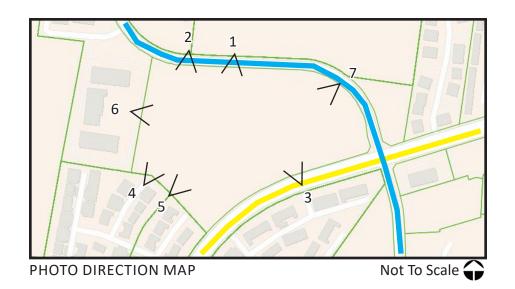


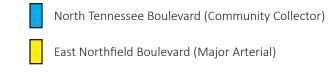
Electric service will be provided by Middle Tennessee Electric. Service will be extended from East Northfield Boulevard. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



The topographic map above shows the site's topographic high points generally at the northern and southern property lines of the property. From these high points, the property drains towards middle where a drainage ditch which drains to the east towards the wetland across North Tennessee Boulevard.

No portions of the property are within a recorded floodway or floodplain per FEMA Flood Panel 47149C0280J eff. 05/09/2023.











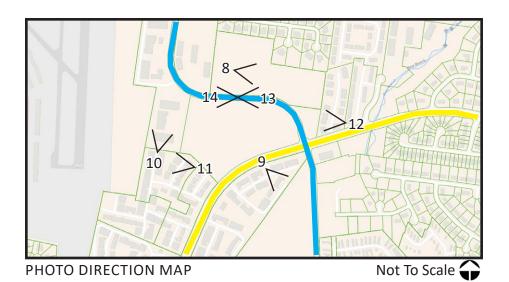












North Tennessee Boulevard (Community Collector)

East Northfield Boulevard (Major Arterial)

















Land Use Data

Total Land Area: ±18.05 Acres R.O.W. Abandonment Land Area: ±0.04 Acres ±3.24 Acres Total PCD Land Area: Total PRD Land Area: ±14.85 Acres Existing Wetlands to Remain: ±1.45 Acres PRD Developable Land Area: ±13.40 Acres

Residential Land Use Data

Total Number of Townhome Units: 40 Units Total Number of Detached Units: 37 Units Total Number of Units: 77 Units

Density: 77 Units/13.40 Acres = ±5.75 Units/Acre

Required Min Open Space: ±2.68 Acres (20%) Provided Open Space w/out Wetlands: ±2.94 Acres (22%) Provided Open Space w/ Wetlands: ±4.39 Acres (33%) Required Min Formal Open Space: ±0.67 Acres (5%) Provided Formal Open Space: ±0.67 Acres (5%) Stormwater (Detention): ±0.80 Acres (6%) Length of New Interior Roadway: ±2,580 Linear Feet

Required Parking:

Townhome Units (2.2 Spaces/Unit): 88 Spaces Detached Units (4 Spaces/Unit): 148 Spaces Total Required Parking Spaces: 236 Spaces

Provided Parking:

Garage Spaces 114 Spaces Driveway Spaces 146 Spaces **Guest Spaces** 49 Spaces Total Parking Provided: 309 Spaces (+73)

Detention

Open Space

Roadway

Sidewalk

Single-Family Detached Homes

Single-Family Attached Townhomes

Existing Wetlands to be Rezoned to PRD

Enhanced Side Elevations



SEC, Inc.

SEC Project #18116

Murfreesboro, Tennessee





EXAMPLE OF ENTRANCE SIGNAGE



EXAMPLE OF 6-FT VINYL PRIVACY FENCE WITH OPTIONAL 2-FT TOP OF LATTICE FOR SINGLE-FAMILY DETACHED PATIO AREAS



EXAMPLE OF DECORATIVE CLUSTER BOX UNITS (CBU)



EXAMPLE OF 3-RAIL FENCE

Residential Development Standards:

- 77 dwelling units total, 40 single-family attached townhome units with 2 bedrooms, and 37 single-family detached homes with minimum 3 up to 4 bedrooms
- The proposed single-family detached homes will be a minimum of 1,800 sf., and the proposed single-family attached townhomes will be a minimum of 1,200 sf.
- Each unit will be created by a Horizontal Property Regime
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- All homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder(s) of all homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Guest parking areas and driveways to homes shall be private and maintained by the H.O.A.
- Single-family attached homes will have a concrete driveway wide enough for 1 vehicle and shall have a minimum width of 10-ft. Single-family detached homes will have a concrete driveway wide enough for 2 vehicles and shall have a minimum width of 16-ft.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance Standards.
- HVAC units will be located at the side or rear of each residence.
- All mechanical equipment (i.e. HVAC and transformers) are to be screened with landscaping or fence.
- All on-site utilities will be underground.
- Entrances to the development will have new entrance signage constructed of masonry materials and anchored by landscaping.
- Builder shall install sod and landscaping in all front yards.
- A shared access easement will connect the PRD road going through the PCD to East Northfield Boulevard
- A shared landscape agreement easement shall be placed along the eastern and northern property line where this development abuts the existing commercial fringe zoning. A 15-ft wide type 'D' landscape buffer shall be installed within this landscape easement and shall be maintained by both the Commercial Property Owner Association and the residential H.O.A.
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community.
- All streets will be private and will have a 34-ft cross-section and be maintained by the H.O.A.
- Solid waste shall be handled via a private hauler and carts shall be stored inside the garage of each home.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Mail service will be provided via decorative cluster box units (CBU).
- All 77 home owners will be required to be members of the H.O.A.
- As members of the H.O.A., the residents will be subject to restrictive covenants and be required to pay membership dues as determined by an independent 3rd party management company.
- H.O.A. will be manage by an independent 3rd party management company.
- H.O.A. will be responsible for the maintenance and upkeep of the existing wetland.
- H.O.A. will be responsible for the maintenance and upkeep of all landscape and lawn areas within the residential portion of the development.

PHASES	ATTACHED	DETACHED	ACRES
PHASE 1	35	21	9.92
PHASE 2	5	16	3.48
TOTAL	40	37	13.40



Phase 1

Phase 2



- The residential portion of this project is anticipated to be built in 2 phases.
- Construction of Phase 1 is anticipated to begin following their permitting. No building permits shall be issued until infrastructure is installed.
- The remaining phases will be market driven and dependent upon the absorption of the units in the previous phase.
- All amenities and open spaces shall be constructed within the phase they are shown and must be operational prior to the recording of the final section's plat.
- Centralize mail kiosk(s) for the development must be constructed and operational prior to the first home receiving their certificate of occupancy.

Phase 1 Package:

- Mail kiosk and its associated parking
- Community pet park
- Outdoor seating
- Community fire pit
- Community gazebos
- Cornhole boards
- Pickleball court
- Guest parking within phase (33 Spaces)
- Connections back to North Tennessee Blvd.
- Connection back to East Northfield Blvd.
- Detention pond north of commercial zoning

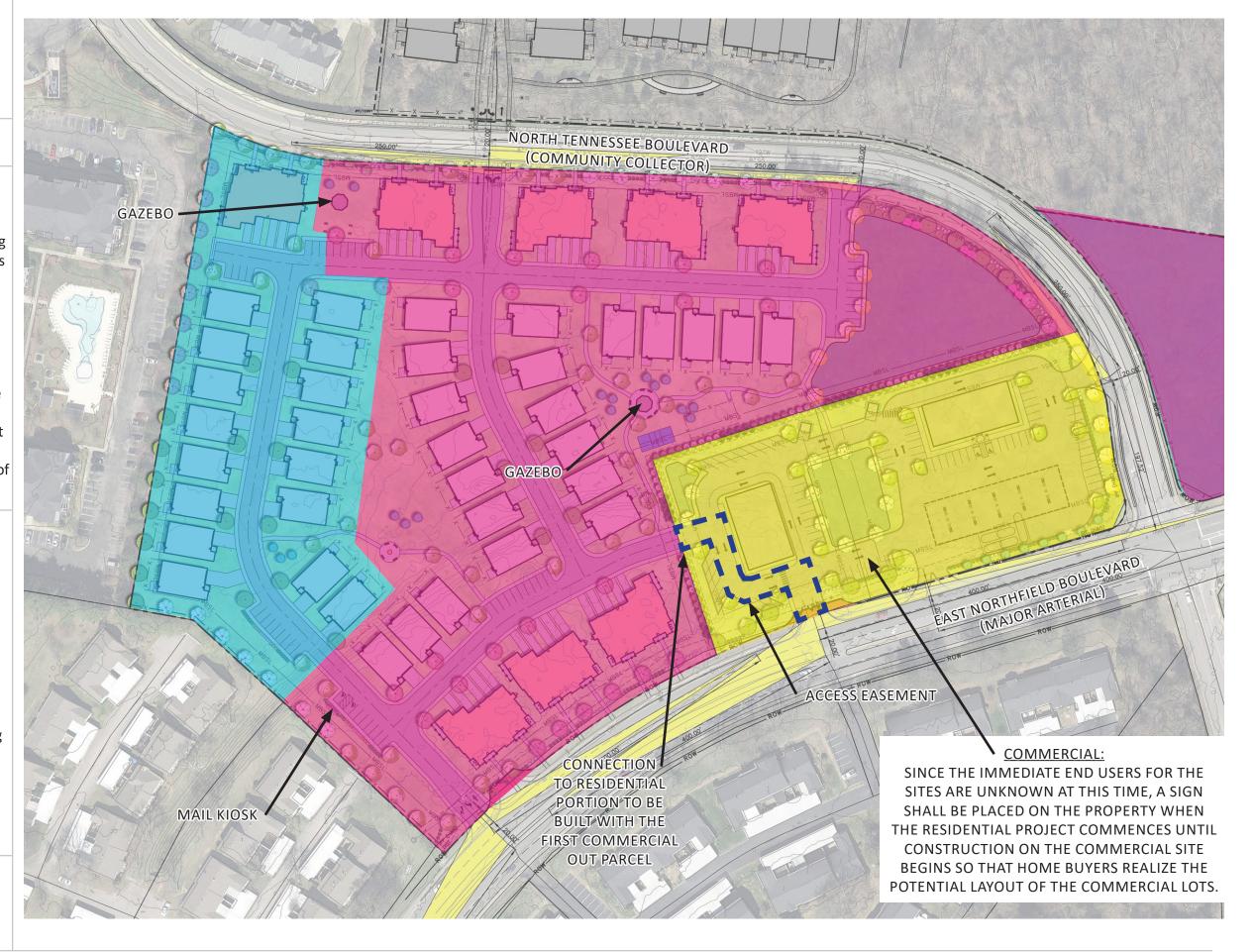
Phase 2 Package:

Additional guest parking (16 Spaces)

SEC, Inc.

SEC Project #18116

Murfreesboro, Tennessee





Single-Family Detached Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1 and 2-story
- All homes will have a minimum of 3 up to 4 bedrooms
- All the homes will have eaves
- Homes will have a patio area at the rear of the unit,
- Patios will have an optional 6-ft tall white vinyl privacy fence with an option to have top 2-feet of their privacy fence be open
- All single-family detached homes will have a 2-car front entry
- Garage doors shall be decorative and will range from white to neutral colors in order to match the trim and color palette of each home.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance Standards and shall be clear of obstructions.
- All homes will be comprised of alternating unit style and unit colors



Example of Brick (Different colors will be allowed)



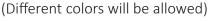
Example of Fiber Cement Lap Board



(different colors will be allowed)



Example of Fiber Cement Board and Batton





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



Example of Standing Metal Seam Roof (For Accent Only) (Different colors will be allowed)



Example of Asphalt Shingle Roof (Different colors will be allowed)

Building Materials:

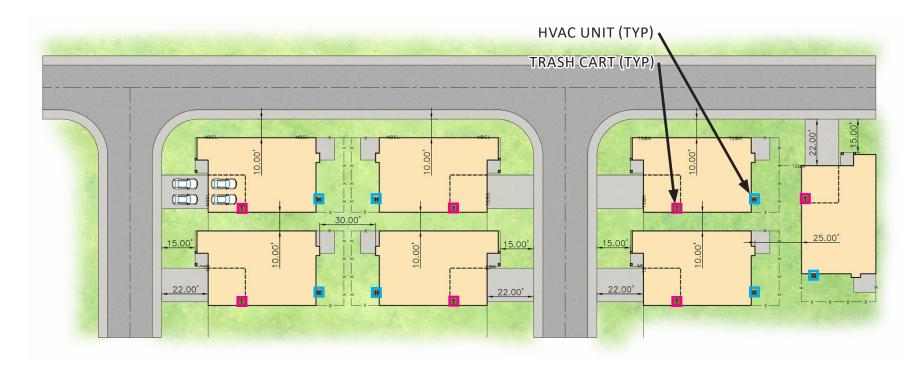
All Elevations: Fiber Cement Lap Board, Fiber Cement Board

and Batten, Brick, Stone, Standing Metal

Seam Roof, Asphalt Shingle Roof, and/or Standing Seam Accent Roof

All Elevations:

Vinyl Only Permitted in Trim & Soffit Areas





Setbacks Proposed in PRD Compared to RS-A Type 2 Zoning Single-Family Detached Homes Minimum Building Setbacks (Internal):

Front of Garage to Back of Sidewalk: 22-ft vs. 35-ft 15-ft vs. 35-ft Front of House to Back of Sidewalk: Side to Back of Sidewalk (Corner): 10-ft vs. 35-ft Side to Back of Sidewalk Alternative: 15-ft* vs. 35-ft

Side to Side Between Buildings: 10-ft vs. 10-ft Between Buildings Side to Rear Between Buildings: 25-ft vs. 25-ft Between Buildings Rear to Rear Between Buildings: 30-ft vs. 40-ft Between Buildings

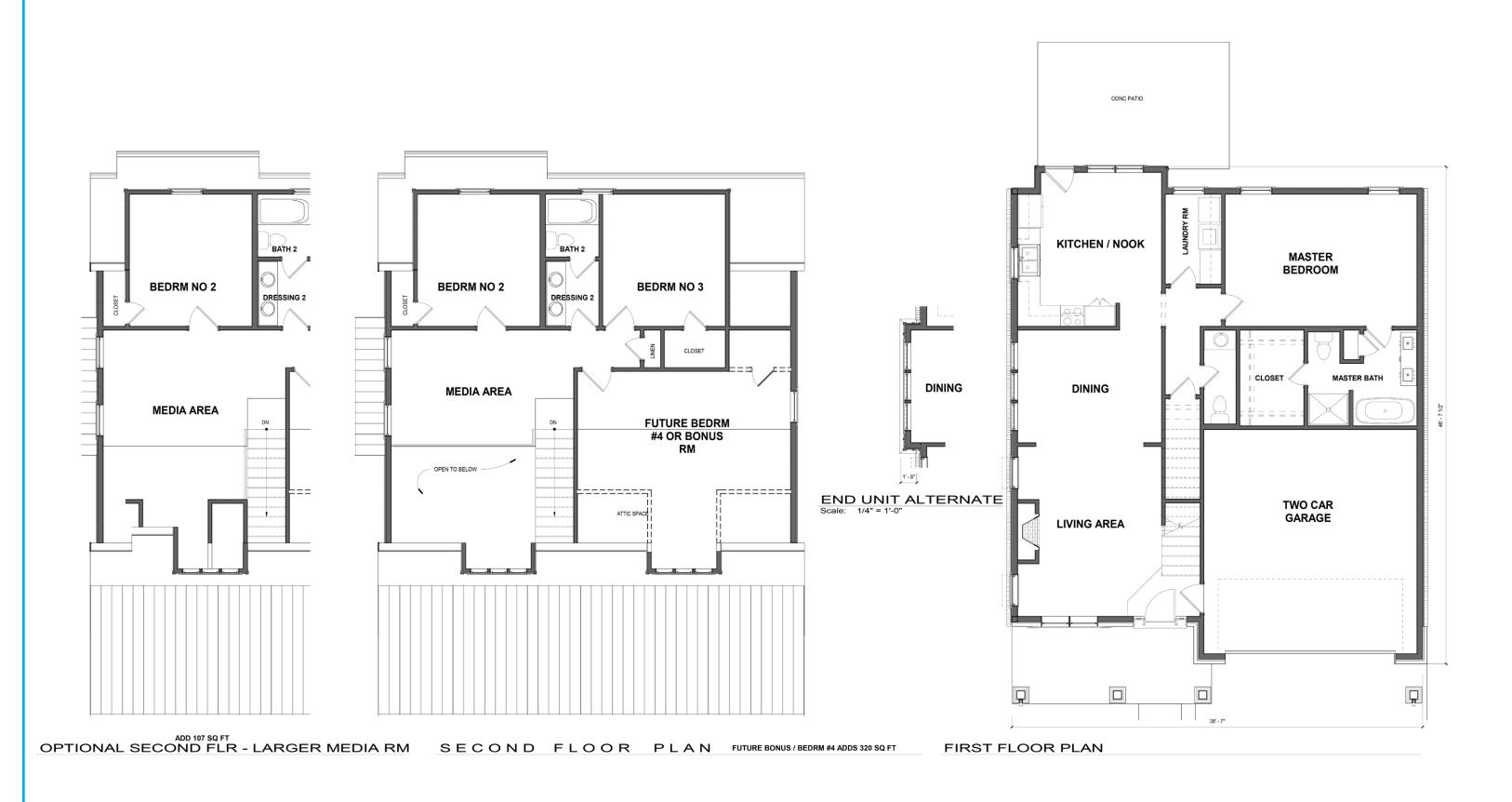
Minimum Building Setbacks to External Development Boundaries:

20-ft vs. 5-ft & 20-ft to Property Line PCD Property Lines: All Other Property Lines: 25-ft vs. 20-ft to Property Line

Red text denotes exceptions from the comparative zoning district.

HVAC UNIT
TRASH CART

^{*}Porch slab and fencing permitted within the setbacks as generally shown.













SINGLE FAMILY DETACHED HOMES



FRONT ELEVATION (OPTION A)



FRONT ELEVATION - OPTION C



FRONT ELEVATION - OPTION B



FRONT ELEVATION - OPTION D

SINGLE FAMILY DETACHED HOMES



FRONT ELEVATION - OPTION E



REAR ELEVATION



3D View Right Side End Unit _ Alternate 001



3D View Right Side End Unit _ Alternate 002 Scale:

SINGLE FAMILY DETACHED HOMES



LEFT SIDE ELEVATION - END UNIT ALTERNATE



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION-ENDUNITALTERNATE



RIGHT SIDE ELEVATION - Interior Unit Plain

Single-Family Attached Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1 and 2-story
- All homes will have at least 2 bedrooms
- All the homes will have eaves
- All single-family attached townhomes will have a porch area at the front or side of the unit.
- Porches shall be allowed to encroach 3-ft into proposed setbacks.
- All single-family attached townhomes will have a 1-car rear entry garage.
- Garage doors will range from white to neutral colors in order to match the trim and color palette of each home.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance Standards.
- All homes will be comprised of alternating unit style and unit colors

Building Materials:

All Elevations:

All Elevations: Fiber Cement Lap Board, Fiber Cement Board

and Batten, Brick, Stone, Standing Metal Seam Roof, and Asphalt Shingle Roof Vinyl Only Permitted in Trim & Soffit Areas



Example of Brick

(Different colors will be allowed)



Example of Fiber Cement Lap Board

(Different colors will be allowed)



Example of Fiber Cement Board and Batton

(different colors will be allowed)



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

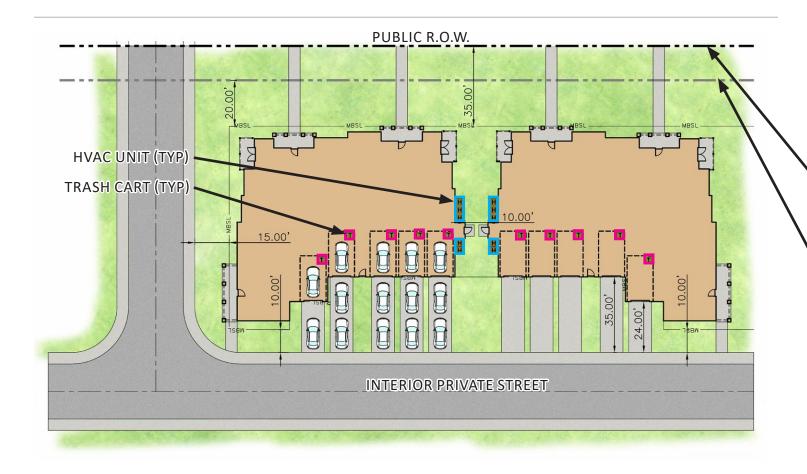


Example of Standing Metal Seam Roof

(Different colors will be allowed)



Example of Asphalt Shingle Roof (Different colors will be allowed)



Single-Family Attached Homes Minimum Building Setbacks (Internal):

Garage to Back of Sidewalk: 24-ft to 35-ft vs. 35-ft Front Setback

"Rear" of House to Back of Sidewalk: 10-ft vs. 35-ft Front Setback Side to Back of Sidewalk (Corner): 15-ft vs. 35-ft Front Setback

Side to Side Between Buildings: 10-ft vs. 5-ft to Property Line (10-ft Between Buildings)

Minimum Building Setbacks to External Development Boundaries

East Northfield Boulevard:

North Tennessee Boulevard:

PCD Property Lines:

35-ft vs. 45-ft Front Setback

20-ft vs. 35-ft Front Setback

All Other Property Lines: 25-ft vs. 5-ft to Property Line (10-ft Between Buildings)

*End units may have garage setback of 24-feet minimum.

Red text denotes exceptions from the comparative zoning district.

PROPOSED 35-FT SETBACK FROM EAST NORTHFIELD BOULEVARD R.O.W.

PROPOSED 20-FT SETBACK FROM NORTH TENNESSEE BOULEVARD R.O.W.

H

HVAC UNIT

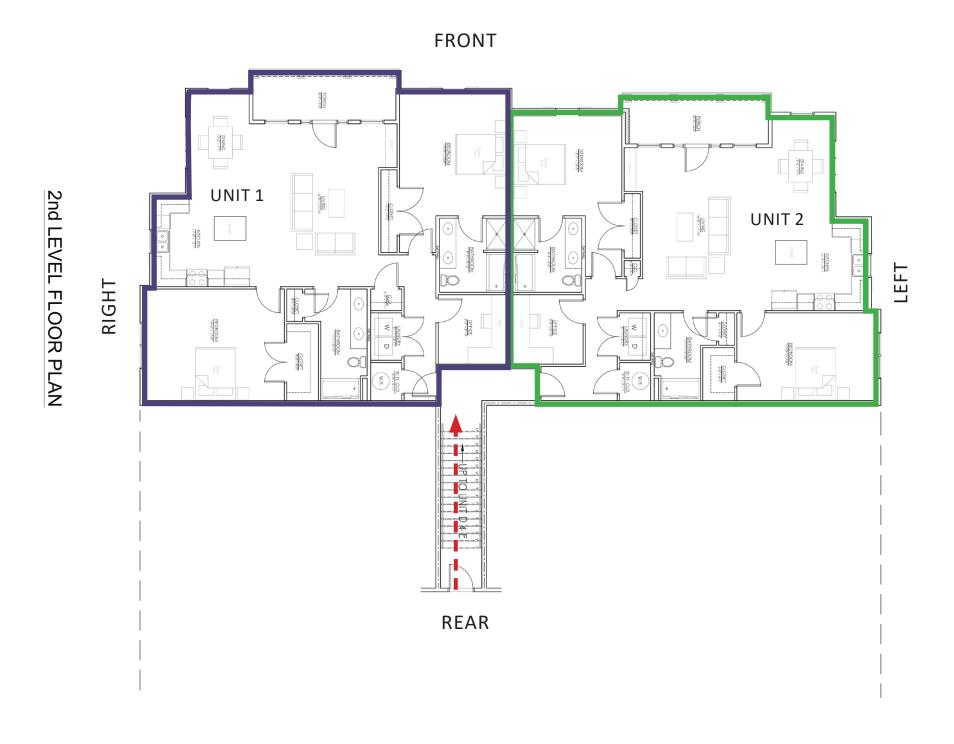


TRASH CART

^{**}Porches shall be permitted to encroach a maximum of 3-ft into setbacks shown above



REAR



SINGLE FAMILY ATTACHED TOWNHOMES





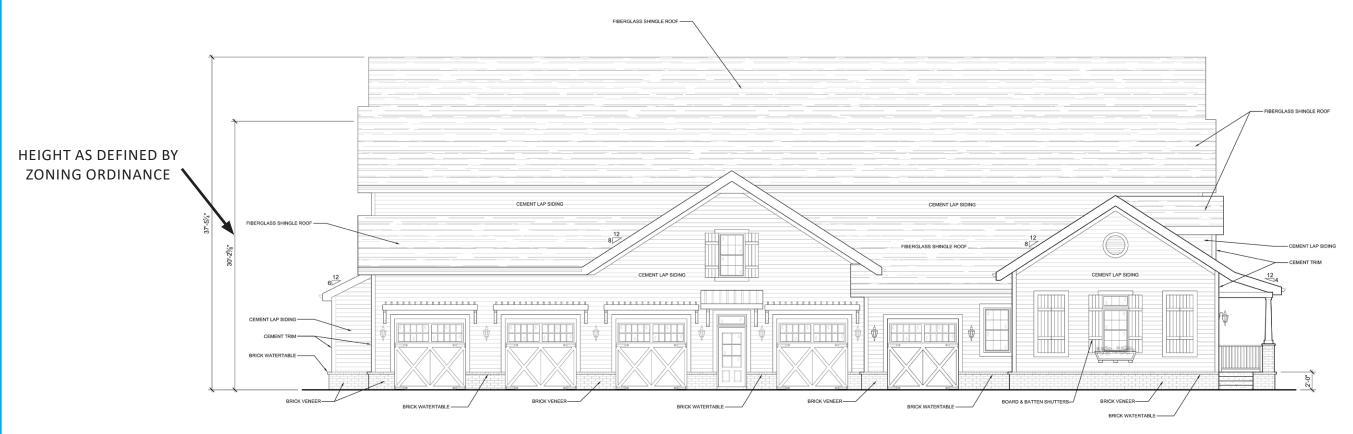




SINGLE FAMILY ATTACHED TOWNHOMES

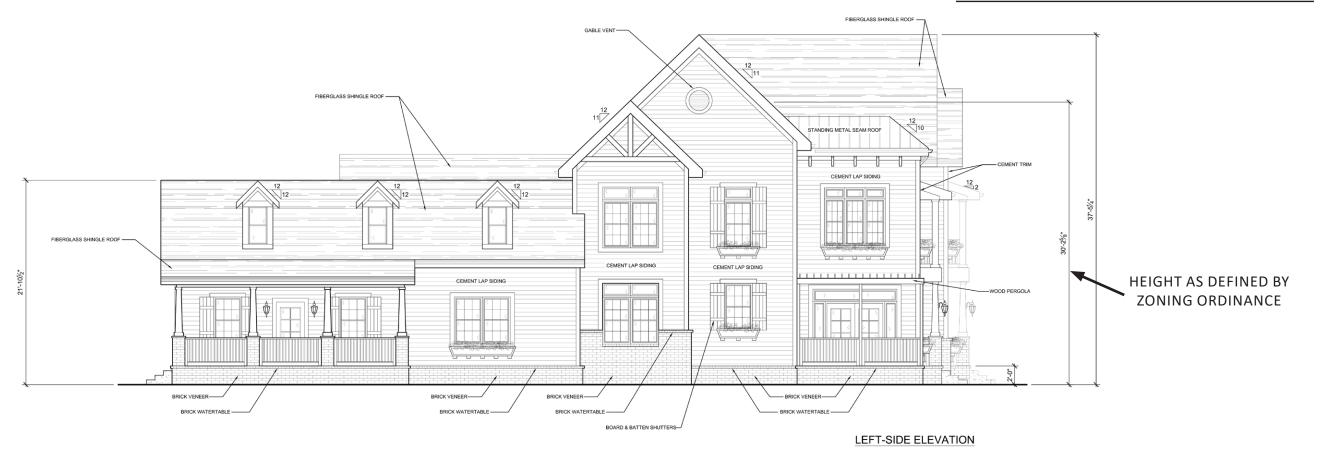


FRONT-SIDE ELEVATION

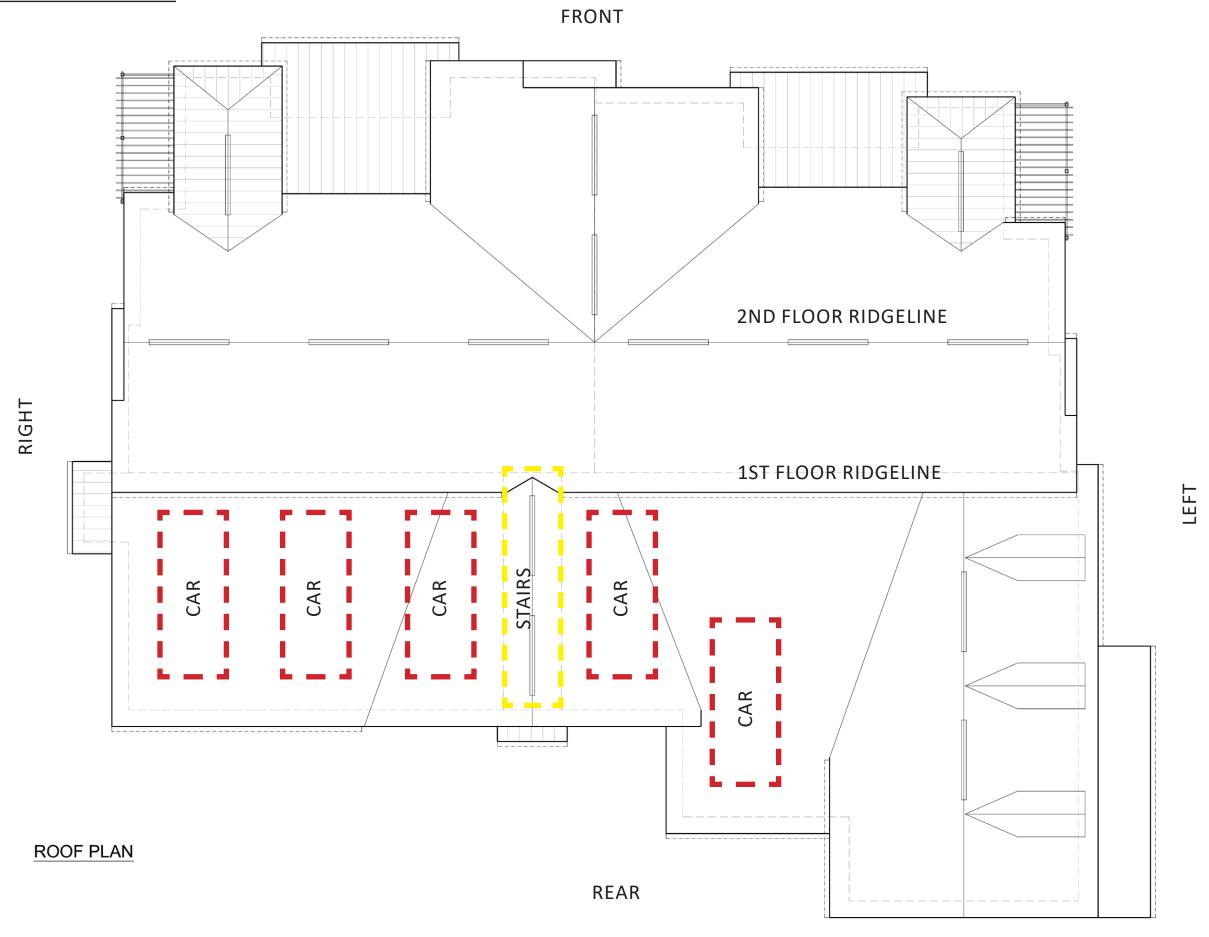


REAR-SIDE ELEVATION

SINGLE FAMILY ATTACHED TOWNHOMES









Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. East Northfield Boulevard is a major arterial roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 5 lane cross-section with curb and gutter along with sidewalks on both sides of the roadway. North Tennessee Boulevard is a community collector that will also be affected by this development. The roadway frontage along North Tennessee Boulevard will be lined with a continuous 3-rail fence 5-ft off the property line with landscaping to match Brookwood Point Subdivision across the street to the north

The PRD portion of the property has/will have access to existing public rights-of-ways along East Northfield Boulevard and North Tennessee Boulevard. The PRD will have an entrance in the southeast corner of the development to East Northfield Boulevard. This access point will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. The PRD portion of the development will also have two entrances to North Tennessee Boulevard along the northern boundary. The eastern entrance will incorporate one lane into the site, and one right-out only turn lane onto North Tennessee Boulevard. The western entrance along North Tennessee Boulevard will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. This entrance will align with the existing entrance for Brookwood Pointe PRD to the north.

The PCD portion of the property has/will have access to existing public rights-of-ways along East Northfield Boulevard and North Tennessee Boulevard. The western entrance along East Northfield Boulevard will incorporate 3-lanes of travel; one lane into the site and two lanes out of the site. The eastern access point to East Northfield Boulevard will have a right-in/right-out only configuration due to the divided median in the roadway, as well as proximity to the existing intersection. The PCD portion of the development will also have access to North Tennessee Boulevard via a right-in/right-out only configuration due to the proximity to the intersection and the large curve configuration of this roadway.

The illustration to the right shows the proposed entrances to the development as well as the proposed connection between the PRD and PCD portions of the development. Illustrations on Page 27 show examples of the proposed private road cross sections and a cross section showing building setbacks from North Tennessee Boulevard. A Traffic Impact Study shall be conducted at site plan review and adjustments or improvements to the site shall be made accordingly.

Two small City ROW areas containing .02 acres of land each, totaling .04 acres, at existing curb cut areas is anticipated to be abandoned through a later mandatory referral.

All streets within the development will be private streets with a typical 34-foot cross-section.



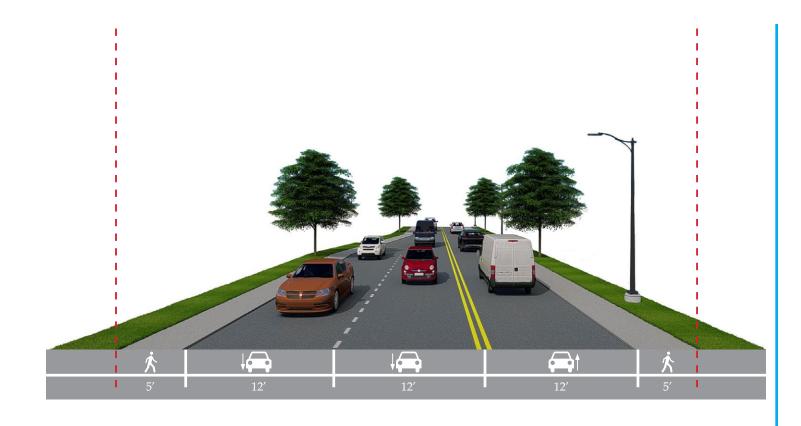
ENTRANCES TO PRD



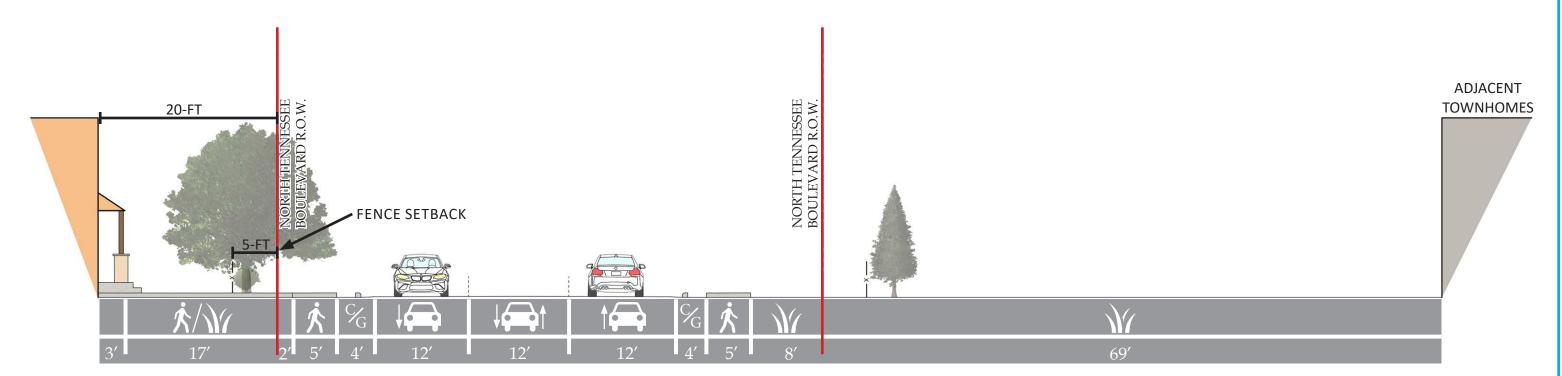
ENTRANCES TO PCD



EXAMPLE OF 34-FT PRIVATE STREET CROSS SECTION



EXAMPLE OF 46-FT PRIVATE STREET 3-LANE ENTRANCE CROSS SECTION



EXAMPLE OF NORTH TENNESSEE CROSS SECTION



LOCATION MAP - AMENITIES

Walking Trail

Dog Park

В

Community Fire Pit

Outdoor Seating Plaza

Е

Pickle Ball Court

Cornhole Boards

Outdoor Charcoal Grilling Station

Gazebo

With this request, Northfield Acres will be dedicating approximately 2.9 acres (approximately 22% of the site) to open space. With the addition of the existing wetlands to the east across East Northfield Boulevard, the site will be dedicating approximately 4.39 acres (approximately 30% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and existing wetlands. Usable open space areas around the development will offer such amenities as; a walking trail with outdoor seating, a dog park, a community fire pit, concrete cornhole boards, a pickle ball court, gazebos, and outdoor charcoal grilling stations. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. Each amenity will be constructed with the phase it is designated in, after 50% of the homes are built out in each phase. The entrances to the site will incorporate masonry signage and will be anchored with landscaping.



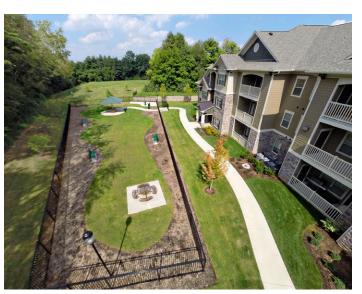
Example of Gazebo



Example of Outdoor Seating & Community Fire Pit



Example of Pickleball Court



Example of Dog Park



Example of Concrete Cornhole Boards



Example of Outdoor Charcoal Grilling Station(s)



LOCATION MAP - ACTIVE AMENITIES AREA

E Cornhole Boards





Example of Gazebo

Not To Scale 📦



LOCATION MAP - ACTIVE AMENITIES AREA

Not To Scale 📦

Walking Trail

C Outdoor Seating Plaza

Pickle Ball Court

H Outdoor Charcoal Grilling Station

B Dog Park

D Community Fire Pit

Gazebo



3-FT TALL LANDSCAPED BERM

15-FT WIDE TYPE 'D' LANDSCAPE BUFFER
WITH 8-FT TALL OPAQUE FENCE BETWEEN
THE DOUBLE ROW OF TREES

6-FT TALL OPAQUE WOOD OR VINYL PRIVACY FENCE

3-RAIL FENCE WITH LANDSCAPING

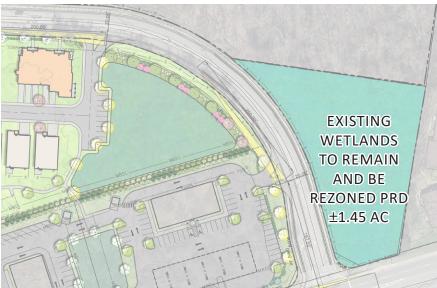
PRIMARY OPEN SPACE AREAS. (2.9AC)

*ADDITIONAL OPEN SPACE IS PROVIDED

THROUGH OUT THE SITE ALONG HOMES,

ROAD FRONTAGES, AND GUEST PARKING

AREAS.







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

Residential 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.
- Trees along the private streets shall be placed at least every 100-ft as generally depicted on concept plan on Page 8.
- A shared landscape agreement easement shall be placed along the eastern and northern property line where this development abuts the proposed PCD zoning. A 15-ft wide type 'D' landscape buffer shall be installed within this landscape easement and shall be maintained by both the Commercial Property Owner Association and the residential H.O.A.
- A 6-ft tall opaque wood or vinyl privacy fence shall be provided along the southeastern perimeter help shield adjacent residences from headlight glares.
- Low level screening shrubs shall be installed where commercial parking headlights interfere with R.O.W. or adjacent residential uses to help shield headlight glares.
- A 3-ft tall berm shall be constructed along North Tennessee Boulevard along the proposed detention pond and shall be attractively landscaped with a mixture of evergreen and deciduous plantings.
- The fronts and sides at the base of all buildings will have at least 3 foot wide landscape strip.
- The existing wetlands to the east across North Tennessee Boulevard are to remain undeveloped. The residential H.O.A. shall be responsible for the maintenance and upkeep of the existing wetlands.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- H.O.A. will be responsible for the maintenance and upkeep of all landscape and lawn areas within the residential portion of the development.

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

Response: Exhibits shown on Pages 3-6 provide the requested materials.

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

Response: Exhibits shown on Pages 3- 6 provide the requested materials.

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

Response: Exhibits shown on Pages 3- 6 provide the requested materials.

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

Response: Exhibits shown on Pages 7- 9 provide the requested materials

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

Response: Exhibits shown on Pages 7- 9 provide the requested materials

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

PRD Overall Site Data:		
TOTAL SITE AREA	646,866 s.f.	14.85 AC (100.00%)
WETLANDS AREA TO REMAIN	62,984 s.f.	1.45 AC (9.76%)
DEVELOPABLE RESIDENTIAL SITE AREA	583,704 s.f.	13.40 AC (90.24%)
TOTAL MAXIMUM FLOOR AREA	125,800 s.f.	2.89 AC (19.45%)
TOTAL LOT AREA	646,866 s.f.	14.85 AC (100.00%)
TOTAL BUILDING COVERAGE	138,725 s.f.	3.18 AC (21.45%)
TOTAL DRIVE/ PARKING AREA	102,948 s.f.	2.36 AC (15.91%)
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC (0.00%)
TOTAL LIVABLE SPACE	547,753 s.f.	12.57 AC (84.65%)
TOTAL OPEN SPACE	191,228 s.f.	4.39 AC (32.76%)
FLOOR AREA RATIO (F.A.R.)	0.19	
LIVABILITY SPACE RATIO (L.S.R.)	0.63	
OPEN SPACE RATIO (O.S.R.)	0.79	

83,704 s.f.	13.40 AC (100.00%
25.000 (
.25,800 s.f.	2.89 AC (21.55%
83,704 s.f.	13.40 AC (100.00%
.38,725 s.f.	3.18 AC (23.77%
.02,948 s.f.	2.36 AC (17.64%
0 s.f.	0.00 AC (0.00%
80,756 s.f.	11.04 AC (82.36%
.28,066 s.f.	2.94 AC (21.94%
0.22	
0.59	
0.76	
. (0 s.f. 0 s.f. 0 s.f. 80,756 s.f. 28,066 s.f. 0.22 0.59

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 CF. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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

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

Response: The project is anticipated to be developed in two phases. Phasing information is described on Page 9.

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

Response: This requirement has been addressed on Pages 8 and 28-31.

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

Response: See Requested Exceptions Page 33

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

Response: This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in a floodway or floodplain, according to the current FEMA Flood Panel 47149C0280H eff. 01/04/2007.

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

Response: Pages 3 & 26-27 discusses the Major Thoroughfare Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. Developer/ applicant is Haury & Smith Contractors, Inc. contact info for both is provided on cover.

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

Response: Page 10-25 show the architectural character of the proposed residential buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

Response: Examples of entrance signage are located on Pages 8 and a description is on Pages 3 & 8.

Single Family Detached (See Exhibit on Page 11)

Land Use Parameters and Building Setbacks - Single Family Detached			
g ,	DCA 2	LDDD (CED) II	D:(f)
Zoning (Existing vs Proposed)	RSA-2	Proposed PRD (SFD) Homes	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Setback Requirements			
Minimum Garage Front Setback to Back of Sidewalk	35'	22'	-13'
Minimum Main Building Front Setback to Back of Sidewalk	35'	15'	-20'
Minimum Main Building Side Setback to Back of Sidewalk (Corner Lot)	35'	10' (Except as Noted on Page 11)	-25'
Minimum Side Setback to PCD Property Lines	5'	20'	+15'
Minimum Side Setback to External Property Lines	5'	25'	+20'
Minimum Rear Setback to External Property Lines	20'	25'	+5'
Minimum Side Setback to Internal Units	5'	5' (10' Between Buildings)	0'
Minimum Rear Setback to Internal Units	20'	15' (30' Between Buildings)	-5' (-10')
Land Use Intensity Ratios		I	
·	1.0	None	N/A
MAX F.A.R.	1.0	None	NA
Minimum Livable Space Ratio	0.5	None	NA
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Space Requirement	5%	5%	0%
Max Height	35'	35'	0'

Single Family Attached (See Exhibit on Page 17)

Land Use Parameters and Building Setbacks - Single Family Attached			
Zoning (Existing vs Proposed)	RSA-2	Proposed PRD (SFA) Townhomes	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Setback Requirements			
Minimum Garage Rear Setback to Back of Sidewalk	35'	24' to 35'	-11'
Minimum Main Building Rear Setback to Back of Sidewalk	35'	10'	-25'
Minimum Main Building Side Setback to Back of Sidewalk	5'	15'	+10'
Minimum Front Setback to East Northfield Boulevard	45'	35'	-10'
Minimum Front Setback to North Tennessee Boulevard	35'	20'	-15'
Minimum Side Setback to PCD Property Lines	5'	20'	+15'
Minimum Side Setback to External Property Lines	5'	25'	+20'
Minimum Distance Between Buildings (Side to Side)	10'	10'	0'
Land Use Intensity Ratios			
MAX F.A.R.	1.0	None	NA
Minimum Livable Space Ratio	0.5	None	NA
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Space Requirement	5%	5%	0%
Max Height	35'	35'	0'

REQUESTED EXCEPTIONS:

- Requesting an exception to the 35-ft front setback to be reduced to 15-ft for main structures and to 22-ft for garages for single-family detached homes.
- Requesting an exception to the 35-ft 'side setback' on corner lots to be reduced to 10-ft for single-family detached homes.
- Requesting an exception to the 40-ft rear setback between buildings to be reduced to 30-ft for single-family detached homes.
- Requesting an exception to the 35-ft 'rear'/front setback to be reduced to 10-ft for main structures and 24-ft to 35-ft for garages for single-family attached homes.
- Requesting an exception to the 35-ft front setback along North Tennessee Boulevard to be reduced to 20-ft with the addition of landscaping and the continuous 3-rail fence.
- Requesting an exception to the 45-ft front setback along East Northfield Boulevard to be reduced to 35-ft.

^{*}For the purposes of comparison, the 'Rear' acts as a front, as the single-family attached homes are double fronted with public R.O.W. and internal private streets.

Commercial Development Standards:

- Signage advertising the commercial properties with concept plan layout shall be posted on-site before the first residential building permit is issued and will remain until commercial buildings are under construction.
- Any solid waste enclosures will be constructed of materials consistent with building architecture, be at least 8-ft tall with opaque gates, and accented with landscaping.
- Commercial buildings shall have pedestrian connections to East Northfield Boulevard.
- Buildings shall have a well defined architectural base by use of different materials, colors, change in pattern, or a combination of these techniques.
- Building elevations will have articulated or multiple building planes along all elevations.
- Main entrances to all buildings are to be well defined and easily recognizable by use of raised roof lines, canopies, glazing, change in materials, change in colors, change in pattern, or a combination of these techniques.
- A shared landscape agreement easement shall be placed along the eastern and northern property line where this development abuts the existing commercial fringe zoning. A 15-ft wide type 'D' landscape buffer shall be installed within this landscape easement and shall be maintained by both the Commercial Property Owner Association and the residential H.O.A.
- Monument signage located at entrances along roadways shall be constructed of materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) to be screened. If mechanical equipment is located on the roof, then they shall be screened from view.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro Zoning Ordinance for uses that comply with Commercial Fringe (CF) District and those outlined on this page.
- Construction on the commercial lots will begin once an end-user has chosen and the site and receives site plan approval from the Murfreesboro Planning Commission.
- All buildings on both commercial lots will have consistent materials & architecture to create an overall theme for the development with a neighborhood scale.
- Commercial lots will not be part of the residential H.O.A. and will instead form their own Commercial Owners Agreement for continued maintenance on-site and maintenance of their portion of the shared access roadway.

Allowable Uses:

The immediate end user for the commercial lots at this time, is currently unknown. The allowable uses outlined on this page, with their footnotes denoted in superscript, are reflected within the Commercial Fringe(CF) district as per the January 24, 2023 Murfreesboro Zoning Ordinance. Northfield Acres commercial properties will allow the following uses listed below.

LOTS 1 AND 2 PERMITTED USES	
INSTITUTIONS	
Adult Day-Care Center	Х
Adult Day-Care Home	Х
Church ¹³	Х
Day-Care Center	Х
Family Day-Care Home	Х
Group Day-Care Home	Х
Museum	Х
Nursing School	Х
Philanthropic Institution	Х
Public Building ¹³	Х
Senior Citizens Center	Х
School, Public or Private, Grades K - 12 ¹³	Х
AGRICULTURAL	
Farm Labor and Management Services	Х
COMMERCIAL	
Amusements, Commercial Indoor	Х
Animal Grooming Facility	Х
Antique Shop <3,000 sq.ft.	X
Art or Photo Studio or Gallery	X
Bakery, Retail	X
Bank or Credit Union, Branch Office or Main Office	X
Bank, Drive-Up Electronic Teller	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	Х
Business and Communication Service	Х
Catering Establishment	Х
Clothing Store	Х
Coffee, Food, or Beverage Kiosk	Х
Commercial Center	Х
Convenience Sale and Services, maximum 5,000 sq. ft. floor area	Х
Dry Cleaning	Х
Financial Services (No Check Advance Businesses)	Х
Flower or Plant Store	Х
Gas Station (6am-10pm Operating Hours)	Х
Glass-Stained and Leaded	Х
Group Assembly, <250 persons	Х
Health Club	Х
Ice Kiosk, Automated	Х
Interior Decorator	Х
Janitorial Service	Х
Karate, Instruction	Х
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X

COMMERCIAL (CONT.)	
Music or Dancing Academy	Х
Offices	Х
Optical Dispensaries	Х
Personal Service Establishment	Х
Pet Shops	Х
Pharmacies, Apothecaries	Х
Reducing and Weight Control Services	Х
Restaurant and Carry-Out Restaurant*	Х
Restaurant , Specialty*	Х
Restaurant, Specialty - Limited*	Х
Retail Shop, other than enumerated elsewhere	Х
Specialty Shop	Х
Veterinary Office	Х
Veterinary Clinic	Х
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	Х
Telephone or Communication Services	Х

*Drive-Thru uses must meet exceptions outlines in this program book on Page 38.

Prohibited Uses:

- Primary Pain Clinic
- Primary Drug & Alcohol Rehab Centers
- Vape/Cigarette Shop/Tobacco Shop
- Liquor Store



*EXAMPLE OF DEVELOPMENT SIGNAGE



*EXAMPLE OF DEVELOPMENT SIGNAGE



*EXAMPLE OF TRASH ENCLOSURE



EXAMPLE OF PEDESTRIAN SCALE LIGHTING

Commercial Architectural Characteristics:

- Building heights shall not exceed 42 feet in height
- All buildings shall be one-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials with potential cementitious siding accents.
- *All buildings shall comply with Murfreesboro Design Guidelines standards.
- See permitted uses table on previous page and comparative commercial table on Page 38.



Example of Brick (different colors will be allowed)



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



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



EXAMPLE OF GAS STATION CANOPY



EXAMPLE OF ARCHITECTURE

Building Materials:

Front Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Side Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Rear Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)

All Elevation: Cementitious siding for potential accent material



EXAMPLE OF ARCHITECTURE



EXAMPLE OF ARCHITECTURE

Site Setbacks:

East Northfield Boulevard: 42-feet
North Tennessee Boulevard: 42-feet
Side Setback: 25-feet
Rear Setback: 30-feet

*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.



- A minimum 8-feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- A shared landscape agreement easement shall be placed along the eastern and northern property line where this development abuts the proposed PRD zoning. A 15-ft wide type 'D' landscape buffer shall be installed within this landscape easement and shall be maintained by both the Commercial Property Owner Association and the residential H.O.A.
- Within the proposed type 'D' landscape buffer, an 8-ft tall opaque vinyl fence shall be provided along all boundaries which abut a residential land use with fence bisecting the 2 rows of trees.
- The base of buildings will have a minimum 3-ft wide landscape bed with foundation plantings.
- Monument signage located at the entrances along roadways are to be constructed with materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) located on the ground to be screened with landscaping and/or fences. If mounted on the roof, they shall be screened by a parapet wall or architectural screening.
- Landscaping will be in conformance with the City of Murfreesboro's Landscape Ordinance.

^{*}Landscaping shown is illustrative and only meant to convey the general appearance and character of the development. Final landscaping shall be provided at the site plan level and will meet design guidelines.



Commercial Buildings



^{*}Commercial property layouts shown are conceptual and meant to convey potential future commercial property design.

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, 26-27, & 36 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 phase. 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 CF. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the commercial buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: See Page 38 for requested exceptions and setbacks.

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

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	140,952 s.f.	3.24 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	11,808 s.f.	0.27 AC	8.33%
TOTAL LOT AREA	140,952 s.f.	3.24 AC	100.00%
TOTAL BUILDING COVERAGE	11,808 s.f.	0.27 AC	8.33%
TOTAL DRIVE/ PARKING AREA	73,828 s.f.	1.67 AC	51.54%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	67,124 s.f.	1.56 AC	48.15%
TOTAL OPEN SPACE	28,190 s.f.	0.65 AC	20.00%
FLOOR AREA RATIO (F.A.R.)	0.08		
LIVABILITY SPACE RATIO (L.S.R.)	0.39		
OPEN SPACE RATIO (O.S.R.)	0.92		

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 portion of this property lies in a floodway or floodplain, according to the current FEMA Flood Panel 47149C0280H eff. 01/04/2007.

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

Response: Pages 3 & 26-27 discusses the Major Thoroughfare Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Haury & Smith Contractors, Inc. contact info for both is provided on cover.

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

Response: Page 34 shows 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 34.

Commercial (See Exhibit on Page 36)

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	CF (Existing)	Proposed PCD	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Setback Requirements			
Minimum Front Setback	42'	42'	0'
Minimum Side Setback	25'	25'	0'
Minimum Rear Setback	20'	30'	+10'
Minimum Canopy Setback	3'	3'	0'
Minimum Canopy Support Setback	15'	15'	0'
Minimum Gasonline Sale Setback	200'	170'	-30'
Minimum Ordering System Setback	200'	100'	-100'
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	3%	3%	0%
Max Height	42'	42'	0'

REQUESTED EXCEPTIONS:

- If zoned CF an exception to the required 200-ft setback for gasoline sale would have needed to be reduced to 170-ft as depicted on exhibit shown on Page 36, however due to the zone change to PCD this limitation would no longer apply. The maximum hours of operation for any potential gas station shall be 6am-10pm, with the gas canopy lighting being turned off at 10pm.
- If zoned CF an exception to the required 200-ft setback for ordering systems would have needed to be reduced to 100-ft as depicted on exhibit shown on Page 36, however due to the zone change to PCD this limitation would no longer apply. The maximum hours of operation for any potential drive-thru shall be 6am-10pm, and any speaking box location shall be on the easterly sides of the buildings.

*The listed exceptions regarding Gasoline Sale setback and Ordering System setback shall be measured from nearest proposed residential unit instead of measured from nearest residential property line (See Exhibit on Page 36)

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 [2023-403] for approximately 17.98 acres located along East Northfield Boulevard and North Tennessee Boulevard to be rezoned from CF to PRD (Northfield Acres PRD – 14.7 acres) and PCD (Northfield Acres PCD – 3.28 acres), Haury & Smith Contractors, Inc. 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. Matt Taylor (design engineer), Mr. Tommy Smith (property owner), and Mr. Matt Smith (developer) 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.

Mr. Matt Taylor stated they had hosted a neighborhood meeting that was very well attended with approximately 40 residents. After the meeting, revisions had been made to the pattern book. In addition, they have made a commitment not to sell homes to any rental companies and have included this commitment in the pattern book.

Chair Kathy Jones opened the public hearing.

- 1. Ms. Elizabeth Abernathy, 1140 East Northfield Boulevard she opposes the request due to traffic safety with an access point near an existing curve.
- 2. <u>Ms. JoAnna Midland, 1130 East Northfield Boulevard</u> she opposes the request due to traffic safety and drainage ponding on the streets.
- 3. Mr. Mike Hensley, 1103 Flagfin Lane expressed concerns with the proposed access being near an existing curve and requested that a gas station not be permitted on this property.

MINUTES OF THE

MURFREESBORO PLANNING COMMISSION

APRIL 5, 2023

4. Mr. Harold Van Patton, 1114 Javelin Lane – expressed concerns with the

proposed access being near an existing curve and requested that a gas station not be

permitted on this property.

5. Ms. Debbie Johnson, 1117 Javelin Lane – opposed the request due to the proposed

access being near an existing curve and the negative impact of placing a gas station

in a residential area.

6. Mr. Thomas Davis, 1118 Javelin Lane – opposed the request due to traffic safety

and the gas station.

Chair Kathy Jones closed the public hearing.

The Planning Commission expressed their concerns regarding the proposed access points

that need to be improved due to the existing curve. They also expressed that the applicant

should consider removing the gas station from the plan.

Mr. Matt Taylor asked to defer the application so they could evaluate the proposed gas

station use further.

Vice-Chairman Ken Halliburton expressed support for the proposed residential

development but stated some concerns regarding a gas station at this location. Ms. Jami

Averwater stated there needs to be improvements made to eliminate congestion between

the residential and commercial components and steps taken to minimize the impact to

neighboring residents.

There being no further discussion, Mr. Shawn Wright made a motion to defer the zoning

application; the motion was seconded by Ms. Jami Averwater and carried by the following

vote.

Aye: Kathy Jones

4

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

6:00 P.M. CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, 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. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 11, 2023 and October 18, 2023 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the minutes of the October 11, 2023 and October 18, 2023 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

5. Old Business:

Zoning application [2023-403] for approximately 18 acres located along East Northfield Boulevard and North Tennessee Boulevard to be rezoned from CF to PRD (Northfield Acres PRD – 14.7 acres) and PCD (Northfield Acres PCD – 3.28 acres), Haury & Smith Contractors, Inc. 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. Matt Taylor (design engineer) and Mr. Tommy Smith (developer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the revised Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

There being no further discussion, Mr. Shawn Wright 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

Reggie Harris

Bryan Prince

MINUTES OF THE MURFREESBORO **PLANNING COMMISSION**

NOVEMBER 1, 2023

Chase Salas

Shawn Wright

Nay:

None

Zoning application [2023-408] for approximately 1.2 acres located along North

Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD (Maney

Estates PRD and CCO), BNA Homes 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. Brian Burns (developer) were in

attendance for the meeting. Mr. Clyde Rountree stated the applicant's pattern book has

been improved to provide clarification; and asked the Planning Commission to approve as

presented.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the

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

Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

3

ORDINANCE 23-OZ-35 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 18 acres along East Northfield Boulevard and North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Northfield Acres PRD – 14.7 acres) and Planned Commercial Development (PCD) District (Northfield Acres PCD – 3.28 acres); Haury & Smith Contractors, Inc., applicant, [2023-403].

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

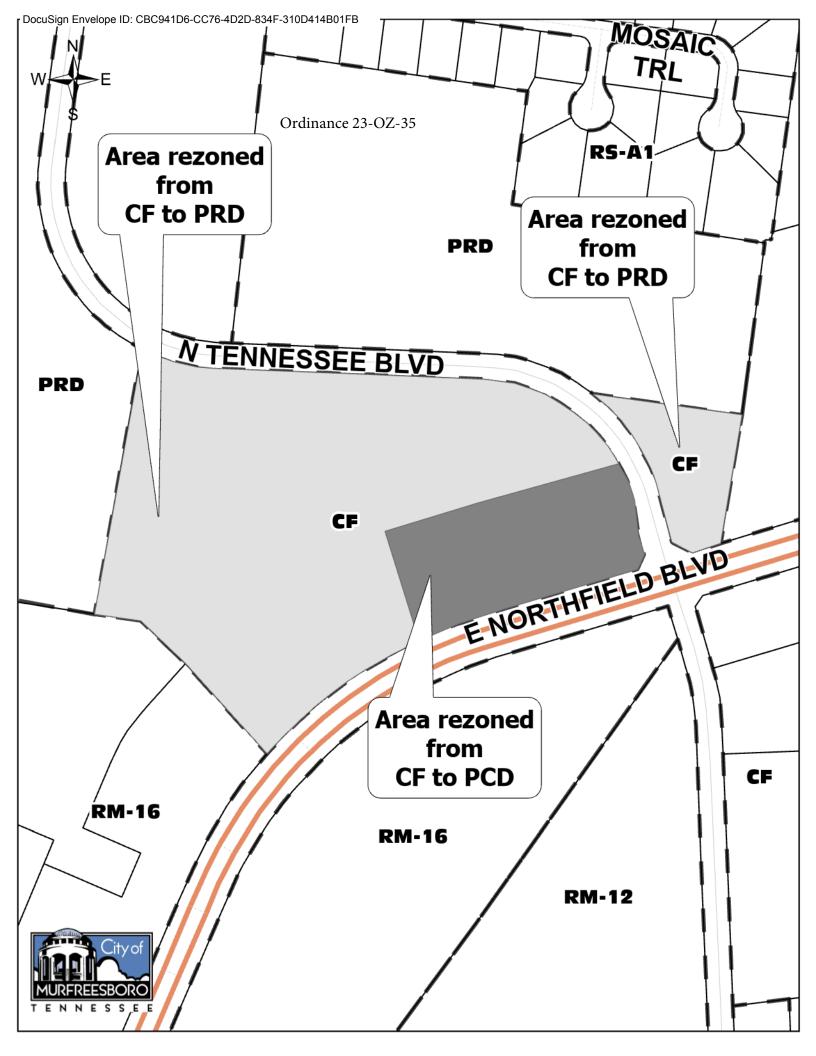
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

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

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

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

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Rezoning property along North Maney Avenue and Lee Street

[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Rezone approximately 1.18 acres located along the east side of North Maney Avenue and along the west side of Lee Street, north of East Bell Street.

Staff Recommendation

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

The Planning Commission recommended approval of the rezoning.

Background Information

BNA Homes, LLC presented a zoning application [2023-408] for approximately 1.18 acres located along North Maney Avenue and Lee Street to be rezoned from OG-R (General Office Residential District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on July 12, 2023, the Planning Commission conducted a public hearing on this matter and then voted to defer action. It was then considered by the Planning Commission twice under Old Business, being deferred once again on October 11, 2023, and then being recommended for approval on November 1, 2023.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of four single-family detached homes and seven single-family attached homes.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will strengthen the identity of downtown as a place to live, work, and play.

Attachments:

- 1. Ordinance 23-0Z-36
- 2. Maps of the area
- 3. Planning Commission staff comments from 10/11 and 11/01/2023 meetings

- 4. Planning Commission minutes from 07/12, 10/11, and 11/01/2023 meetings
- 5. Maney Estates PRD pattern book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 1, 2023

PROJECT PLANNER: HOLLY SMYTH

5.b. Zoning application [2023-408] for approximately 1.18 acres located along North Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD and CCO (Maney Estates PRD), BNA Homes applicant.

The initial public hearing was held on this item at the July 12, 2023 Planning Commission meeting to consider a PRD to allow for 4 single family detached homes on individuals lots of record fronting North Maney Avenue and 7 attached townhomes in a horizontal property regime (HPR) accessed from Lee Street. The entire site is proposed to be rezoned as Planned Residential District (Maney Estates PRD). The rezoning would not affect the existing CCO zoning designation for the subject property. The proposed density of the project equates to **6.67** dwelling units per acre for the four single family detached homes and **11.97** dwelling units per acre for the seven townhome units. The Commission directed the applicant to hold a neighborhood meeting to further discuss these items before coming back to the Commission. A neighborhood meeting was held on August 14, 2023 where about 20 persons were present.

At its October 11, 2023 regular meeting, the Planning Commission considered the PRD under Old Business and Commission had multiple questions about the following elements of the plan: required parking, provided parking, number of bedrooms, location of HVAC units, and remaining trees if any. Commission also clarified that there was not living space about the detached garages where you see an architectural dormer. The Commission asked the applicant's representative why no changes were made to the unit count on the townhomes. Because the applicant was not present, the item was deferred.

An updated program book has been provided that shows the proposed locations of HVAC units, trash cans, parked cars, and identifies surplus parking for clarification. Throughout the document the number of bedrooms has been clarified to a potential 3-5 bedrooms for the detached homes and 3 bedrooms for the townhomes. Most of the changes are contained on pages 13, 14, 15, and 16 of the program book. Additionally, page 20 provides a draft layout of the proposed resubdivision plat with the setback lines and proposed easements depicted. There had been some other questions comparing the proposed development with the 7-unit Lee Street Townhome project to the north. Therefore, staff is providing this quick snapshot.

	Lee Street Townhomes (7 units)	Maney Estates Townhomes (7
		<u>units)</u>
Site Acreage	.66 acres (28,750 sq ft)	.59 acres (25,498)
Density	10.6 units per acre	11.97 units per acre
Parking provided	7 garages/10 surface/2 guest=19	7 garages/14 surface/2 guest=23
Building Coverage	27%	29%
Regular Open space	Not listed	28%
Formal Open space	5.7% (1,628 sf)	Not required (350 sf porches min.)
Front Setback	9'	15'
Rear Setback	18'	10'

Department Recommendation

Staff is supportive of this rezoning request for single family detached residential along North Maney Avenue, with the two (2) requested exceptions stated on page 28 of the program book for the following reasons:

- 1) It is consistent with the comprehensive plan and future land use map.
- 2) The Craftsman style architecture is consistent with the character of the existing neighborhood and does not exceed 2½ stories in height as encouraged by the North Highland Avenue planning study's "Residential Single Family" land use type.
- 3) The architecture, front setbacks of 19.5' for the porch and house structures, and the single family detached development type are consistent with the "Neighborhood Compatible Overlay" of the new General Plan land use map that looks to ensure that the existing neighborhood character and integrity of older, intact neighborhoods are protected through no significant change in the development type or pattern by reinforcing the existing physical conditions such as lot sizes, building setbacks, etc. and avoiding excessive nonconformities and variance requests to ensure compatibility.

Staff is generally supportive of this rezoning request for single family attached residential townhomes along Lee Street, with the three (3) requested exceptions stated on page 28 of the program book, for the following reasons:

- 1) The proposed use is consistent with the comprehensive plan and future land use map.
- 2) The number of units per building does not exceed four, does not exceed 2½ stories in height, parking is located behind the front building, and front porches are incorporated as outlined in the policies within the North Highland Avenue planning study "Mixed Residential Neighborhood" land use designation.

However, the Commission may still have outstanding questions related to density / coverage which has not been modified since the Commission's last meeting.

Action Needed

The land-owner and his land planner will all be in attendance at the meeting to make a presentation and to answer outstanding questions of the Commission. The Planning Commission should discuss the merits of the proposal and then formulate a recommendation to City Council.

Attachments:

- -NoOrtho Map-
- -Ortho Map
- -October 11, 2023 Staff Report
- -Updated Program Book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 OCTOBER 11, 2023

PROJECT PLANNER: HOLLY SMYTH

Zoning application [2023-408] for approximately 1.18 acres located along North Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD and CCO (Maney Estates PRD), BNA Homes applicant.

The subject property is located north of East Bell Street along the easterly side of North Maney Avenue and along the westerly side of Lee Street. The project involves 4 existing full parcels identified as Tax Map 091L, Group K, Parcels 024.00, 030.00, 029.00 (aka 510 North Maney Avenue), and 021.00 (aka 509 Lee Street), and 1 partial parcel known as Tax Map 091L, Group K, Parcel 027.00 (aka 405 East Bell Street). The development will have 4 single family detached homes on individuals lots of record fronting North Maney Avenue and 7 single-family attached townhomes accessed from Lee Street in a horizontal property regime (HPR). The entire site is proposed to be rezoned as Planned Residential District (Maney Estates PRD). The rezoning will not affect the existing CCO zoning designation for the subject property. The density of the 4 single family detached lots would equate to 6.67 dwelling units per acre, while the 7 townhome units equate to a density of 11.97 dwelling units to the acre. The overall density of the development is 9.24 units per acre.

The Planning Commission held a public hearing at its July 12, 2023 meeting. At that time, the Commission potentially wanted to have the applicant modify the front townhome building to look more like a single family home and consider losing 1 townhome unit, especially as the proposed density was over 12 units per acre. The Commission also wanted the applicant to consider losing 1 single family detached home. The Commission also asked about formal open space and guest parking. Lastly, they directed the applicant to hold a neighborhood meeting to further discuss these items before coming back to the Commission.

A neighborhood meeting was held on August 14, 2023 where about 20 persons in all were present. The neighborhood expressed their desire for only 3 single family detached homes along North Maney Avenue given the larger scale lots on the western side of the roadway. Neighbors also expressed wanting to keep many of the large mature trees on the property. Neighbors did not comment on the townhome portion of the PRD proposal as to design or number of units.

Adjacent Zoning and Land Uses

The surrounding zone districts are all within the City Core Overlay (CCO) with underlying zoning primarily containing OG-R (General Office District Residential) to the south, as well as RS-8 (Single Family Residential) to the north and west, CM-R (Medical District Residential) to the north, and PCD (Planned Commercial District) to the west, as more particularly shown on page 3 of the program book. The surrounding land uses are predominantly single family homes, a church, duplex and triplex style apartments, and two individual commercial businesses.

Proposed PRD

The PRD overall layout and comparative basic site data are best seen on **pages 13 and 20** of the program book. There are 2 proposed points of access on North Maney Avenue and 1 point of access from Lee Street. A Type A landscape buffer is proposed along most of the 3-sides for the townhome portion of the development with a 6' opaque fence (see page 18 of the program book). No formal open space is required for either use type nor is any proposed. The PRD comparative table on page 20 breaks down the single family detached along North Maney Avenue separately from the townhomes adjacent to Lee Street. The proposed single family detached units are most similar to what would be allowed in an RS-4 zone district while the townhomes are most similar to a RS-A, Type 3 comparative zone district.

UPDATES TO THE PRD BOOK: Page 20 showing the comparative land requirement table was updated to match the surveyed final plat and engineered site layout drawing. Using the engineered information, the townhome density slightly changed from 12.07 to 11.97 units per acre. As a side note, the existing OG-R zoning allows a density between 14.5 to 17.4 units per acre. This modification allowed the removal of one of the exceptions relating to density when compared with the RS-A, Type 3 zone on page 22. The townhome building design directly adjacent to Lee Street was slightly modified to use a more unified color palette for the center unit so that it looks more like a unified single building, and therefore the exception related to this was removed. The updates to the engineered drawings slightly changed the single family residential detached density from 6.55 units to the acre to 6.67 units per acre which is still less than the comparative RS-4 zone district. As a side note, the existing OG-R zoning allows a density of 8.7 units per acre for the single family detached housing type.

The four (4) proposed detached single-family homes will each be a minimum of 2,200 square feet with at least 3-bedrooms. One home will have a rear-entry garage while the other three homes will have detached garages toward the backs of each lot plus additional surface parking spaces adjacent to all garages. There are 3 different house plans for the 4 lots with houses ranging from 24' to 30' in width. Architectural details of the homes favor the craftsman style with front porches and varying roof heights on each plan. There will be two 12'-wide driveways from North Maney Avenue that will each be shared by two households each via a shared access easement. The proposed setbacks are as follows:

- 19.5' front building setback along North Maney Avenue (CCO would require 19.5')
- No longer using any of the 5' porch encroachment into the front setback (which the normal code would allow for 5' encroachment), to better blend with the neighborhood.
- 5' side yard setbacks (comparative district requires 5').
- 20' rear yard setback for the primary structure (comparative district requires 20').
- 5' rear yard setback for the accessory structures (code allows 5')
- Accessory structures allowed to occupy up to 60% of the "required 20' rear yard"
 (Zoning ordinance allows < 25% of the "required rear yard")

The seven (7) attached single-family townhomes will each be a minimum of 1,600 square feet with 3-bedrooms. Each unit will have a 1-car rear-entry or front-entry garage with a decorative window-panel at the top plus two surface parking spaces each. An additional 2 guest parking spaces will serve the development. A total of 14 parking stalls are required for the project with 16 being provided on site. The front building contains 3 units with 5' deep porches while the back building contains 4 units with rear porches for the required 50 square feet of private open space. Formal open space is no longer a requirement for townhome developments that are less than 8 units and therefore was not proposed. Each unit has a building envelope of approximately 20' wide by 50' deep. The architectural elevation of the units is generally taken from the Lee Street Townhome project located at 609 Lee Street with 5' deep porches added to the flat front façade. As requested by staff, the applicant has modified the front elevation at the center section, converting the dark upper floor to the lighter horizontal cementitious siding across the front and the addition of shutters to provide a more unified color palette and details.

One 22' wide driveway from Lee Street will provide access into the development. The proposed setbacks are as follows:

- 15' front setback along Lee Street including porch (CCO would require 25')
- 10' side yard setback (RS-A, Type 3 would only require 5' side setback)
- 10' rear yard setback (Comparable District would require 20' rear setback)

Exception(s) Requested: Pages 20 and 22 of the Program Book show the comparison for this development to the RS-4 zone for the single family detached homes and the RS-A, Type 3 zone for the townhomes with the requested exceptions shown in red text.

The single family detached residential area is requesting 2 exceptions from the comparative RS-4 and City Core Overlay zone districts to allow for:

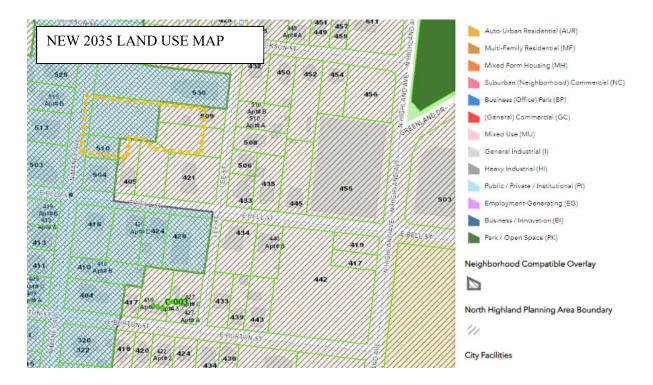
- a) Increased amount of accessory structure allowed to be located within the "required 20' rear yard" from <25% to <60% for detached garages (for a 35% exception).
- b) The minimum lot width to be 38' instead of 40' (for a 2' exception).

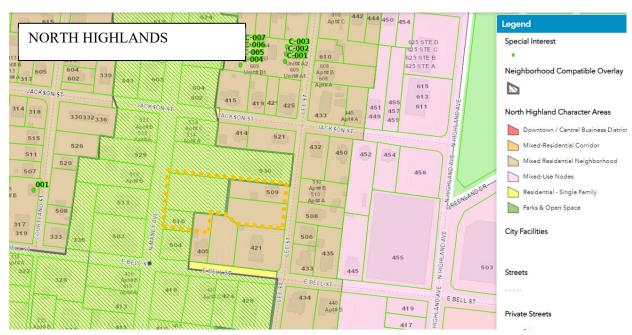
The single family attached townhome area is now only requesting 2 exceptions from the comparative RS-A, Type 3 and City Core Overlay zone districts to allow for:

- a) Front setback to be 15' (including the front porch) instead of 25' (for a 10' exception)
- b) Rear setback to be 10' instead of 20' (for a 10' exception)

Future Land Use Map

Adjacent to North Maney Avenue: The newly adopted future land use map, that is now part of the <u>Murfreesboro 2035 Comprehensive Plan</u> designates this area as" North Highland Overlay" with a "Neighborhood Compatible Overlay" land use character (see excerpt map below). The North Highland Avenue Planning Study (see excerpt map below) more specifically designates the area fronting North Maney Avenue as "Residential Single Family" which calls for single family detached residential uses with architecture consistent with the character of the existing neighborhood not exceeding 2½ stories in height. The "Neighborhood Compatible Overlay" looks to ensure that the existing neighborhood character and integrity of older, intact neighborhoods are protected through no significant change in the development type or pattern by reinforcing the existing physical conditions such as lot sizes, building setbacks, etc. and avoiding excessive nonconformities and variance requests to ensure compatibility.





The number of exceptions being requested for the single family detached product is still just two (2) items showing that no "significant change" in the development pattern along this street is proposed. They have increased the front yard setback to be consistent with the underlying CCO of 19.5'. They have updated the comparative use table comparative district to use the RS-4 zone, as recommended by staff (instead of RS-8) on page 20 of the program book. This updated comparative district requires a minimum lot size of 4,000 square feet whereas the project proposes a minimum of 6,178 square feet and therefore no longer requires an exception. The maximum density in RS-4 is 10.8 dwelling units per acre whereas the project only proposes 6.67 dwelling units per acre therefore no longer requiring an exception. It appears that this portion of the project is consistent with the General Plan and the North Highland Avenue Planning Study.

Adjacent to Lee Street: The newly adopted future land use map, that is now part of the Murfreesboro 2035 Comprehensive Plan designates this area as "North Highland Overlay" land use character (see excerpt map below). The Zoning Ordinance Section 24 Article VI., City Core Overlay District subsection (A)(3) states that "to the extent possible, developments within the CCO also located within the study areas of the North Highland and Historic Bottoms planning studies shall attempt to honor the recommendations of those plans." The North Highland Avenue Planning Study (see excerpt map above) shows this area fronting Lee Street as "Mixed Residential Neighborhood" which permits a mixture of housing options that include both detached single family and attached two-, three-, and four-unit residential buildings. Housing design in these areas should encourage details that relate to the street and keep a pedestrian scale to the neighborhood. Elements like front porches, fences, hedges, roof awnings, and window and door detailing should be encouraged. Building heights should not exceed a 2½ story maximum and "multi-unit buildings designed to resemble a single family detached house". It appears the project is consistent with the General Plan and the North Highland Avenue Planning Study.

Department Recommendation

Staff is supportive of this rezoning request for single family detached residential along North Maney Street, with the two (2) requested exceptions stated above, when using the RS-4 and CCO zone comparatives, for the following reasons:

- 1) It is consistent with the comprehensive plan and future land use map.
- 2) The Craftsman style architecture is consistent with the character of existing neighborhood and does not exceed 2½ stories in height as encouraged by the North Highland Avenue Planning Study's "Residential Single Family" land use type.
- 3) The architecture, front setbacks, and single family detached development type appear to be consistent with the "Neighborhood Compatible Overlay" of the new General Plan land use map that looks to ensure that the existing neighborhood character and integrity of older, intact neighborhoods are protected through no significant change in the development type or pattern by reinforcing the existing physical conditions such as lot sizes, building setbacks, etc. and avoiding excessive nonconformities and variance requests to ensure compatibility.

Staff is supportive of this rezoning request for single family attached residential townhomes along Lee Street, with the two (2) requested exceptions stated above when using the RSA-3 and CCO zone comparatives, for the following reasons:

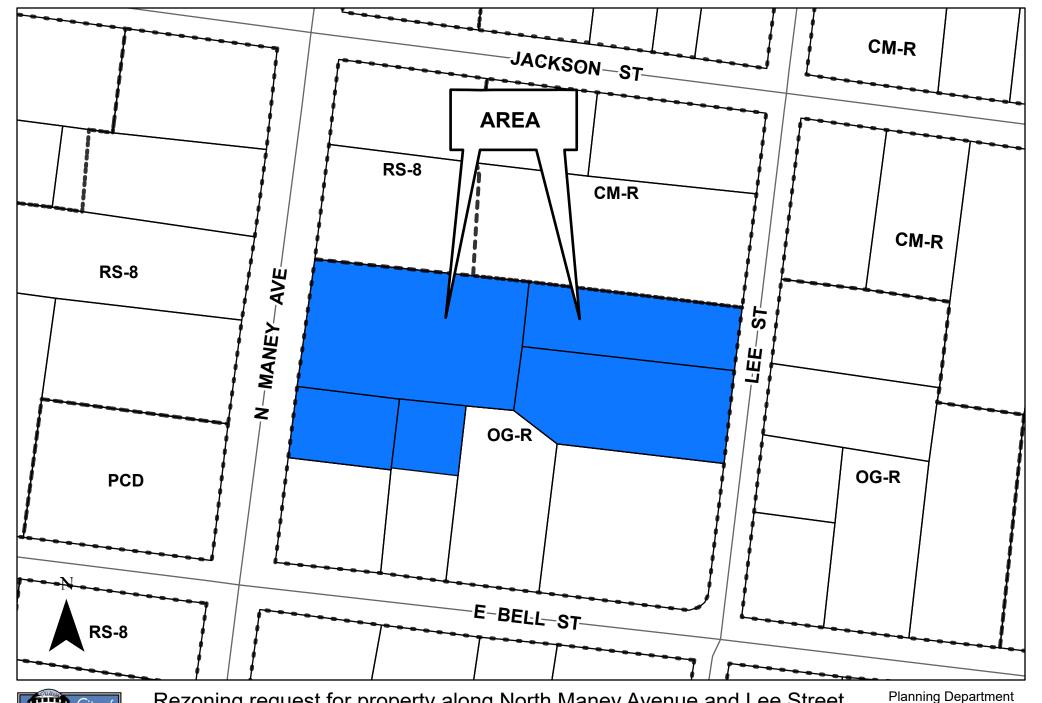
- 1) The proposed use is consistent with the comprehensive plan and future land use map.
- 2) The number of units per building does not exceed four, does not exceed 2½ stories in height, parking is located behind the front building, and incorporates front porches as outlined by the North Highland Avenue Planning Study "Mixed Residential Neighborhood" land use designation.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should then discuss and formulate a recommendation to City Council.

Attachments:

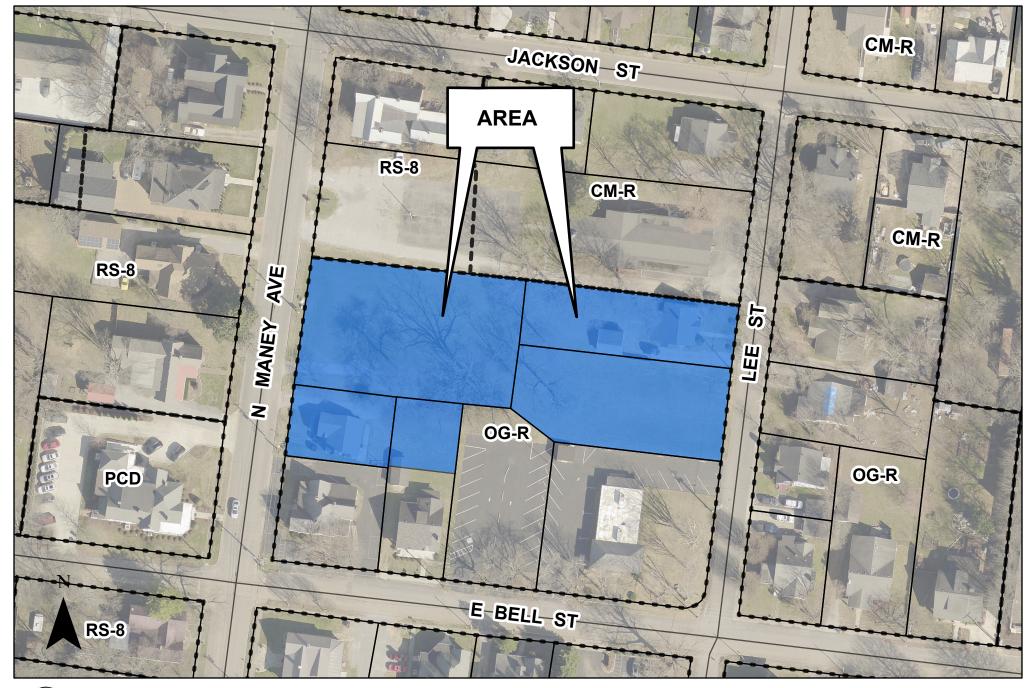
- -NoOrtho Map-
- -Ortho Map
- -Program Book





Rezoning request for property along North Maney Avenue and Lee Street OG-R & CCO to PRD (Maney Estates PRD) & CCO

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





Rezoning request for property along North Maney Avenue and Lee Street OG-R & CCO to PRD (Maney Estates PRD) & CCO

0 40 80 160 240 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

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

Procedure for applicant:

Amount paid:

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

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

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

	applicant:		
APPLICANT:	BRIAN BURNS, BNA HOMES		
Address: 6 North Public	Square	City/State/Zip:	Murfreesboro, TN 37067
Phone: 615.405.5647		E-mail address:brian@bsk	y.email
PROPERTY OWN	ER: SAME AS APPLICANT		
street Address or property description:	SAME AS APPLICANT		
		oup:	Parcel (s): 02900, 02100, 02700
Existing zoning class	ification: OG-R	·	
Proposed zoning clas	sification: PRD	Acreage: 1.18	
pplicant): CLYDE R	OUNTREE, HUDDLESTON-STEE	and notifications to the pub	lic (if different from the
	associates@yahoo.com		
		Clyd h	

Receipt #:

Revised 7/20/2018

5.18.23

Greg McKnight, Planning Director 111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139

Re: Rezoning Request

Described as Tax Map 91, Parcels 02100, 02700 and 02900 consisting of 1.18 +/- ac. to be rezoned from OG-R to PRD. The property is located on Maney Ave.

Dear Mr. McKnight,

On behalf of our client, Brian Burns, BNA Homes, LLC, we hereby request the rezoning of the property identified by Tax Map 91, Parcels 02100, 02700 and 02900 consisting of 1.18 +/- ac. to be rezoned from OG-R to PRD. The purpose for this rezoning is to build 4 Single family homes and 2 Townhome buildings.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,

Clyde Rountree, RLA

MANEY ESTATES

Request for Rezoning to Planned Residential District (PRD)

SUBMITTED FOR THE DECEMBER 7, 2023 CITY COUNCIL PUBLIC HEARING.



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Project Summary

Embedded within an existing neighborhood, Maney Estates will continue the urban renewal occurring in downtown Murfreesboro. The development will have four single family detached homes fronting North Maney Avenue. These homes will be all masonry siding w/ brick water table. The single-family homes will have a minimum size of 2200 sq.ft. with 3-5 bedrooms and 2-car rear entry garages. Each home will have 2 spaces minimum of surface parking.

In addition to the single-family homes, 7 attached townhomes will be built, with 3 townhomes directly adjacent to the street and 4 townhomes fronting the interior. These townhomes will be 1600 sq.ft. with 3 bedrooms and have 1-car rear and front entry garages. Each townhome will have 2 additional surface parking spaces. There will also be 2 guest parking spaces servicing all townhomes. Each townhome will have a minimum of 50 sq.ft. patio serving as the required private open space.

The homes will have architectural detailing favoring the craftsman style.

Development Team

Company Name: BNA Homes, LLC

Profession: Owner/Developer

Attn: Brian Burns

Address: 6 N Public Square, Murfreesboro, TN, 37130

Phone: 615.405.5647

Email: brian@bsky.email

Company Name: Huddleston – Steele Engineering Inc.

Profession: Planning & Engineering

Attn: Clyde Rountree, RLA

Address: 2155 N.W. Broad Street, Murfreesboro, TN, 37129

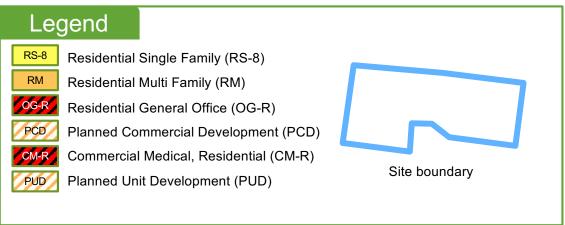
Phone: 615.509.5930

Email: Rountree.associates@yahoo.com

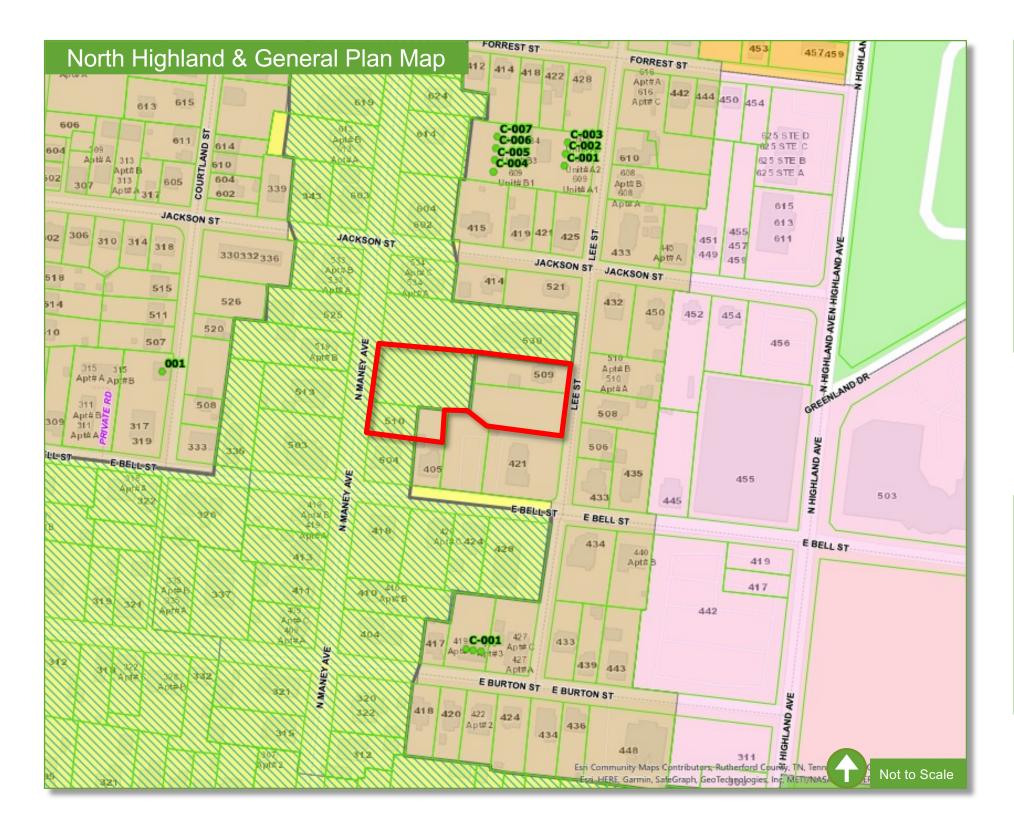




- The Site and surrounding properties are in the city core overlay and the North Highland Planning Area.
- Properties north of the subject property are zoned CM-R and RS-8.
- Properties east of the subject property are zoned OG-R.
- Properties south of the subject property is zoned OG-R.
- Properties west of the subject property are zoned PCD and RS-8.
- The 5 involved subject properties are zoned OG-R.
- The Owner is requesting the project site be rezoned as a Planned Residential District (PRD).



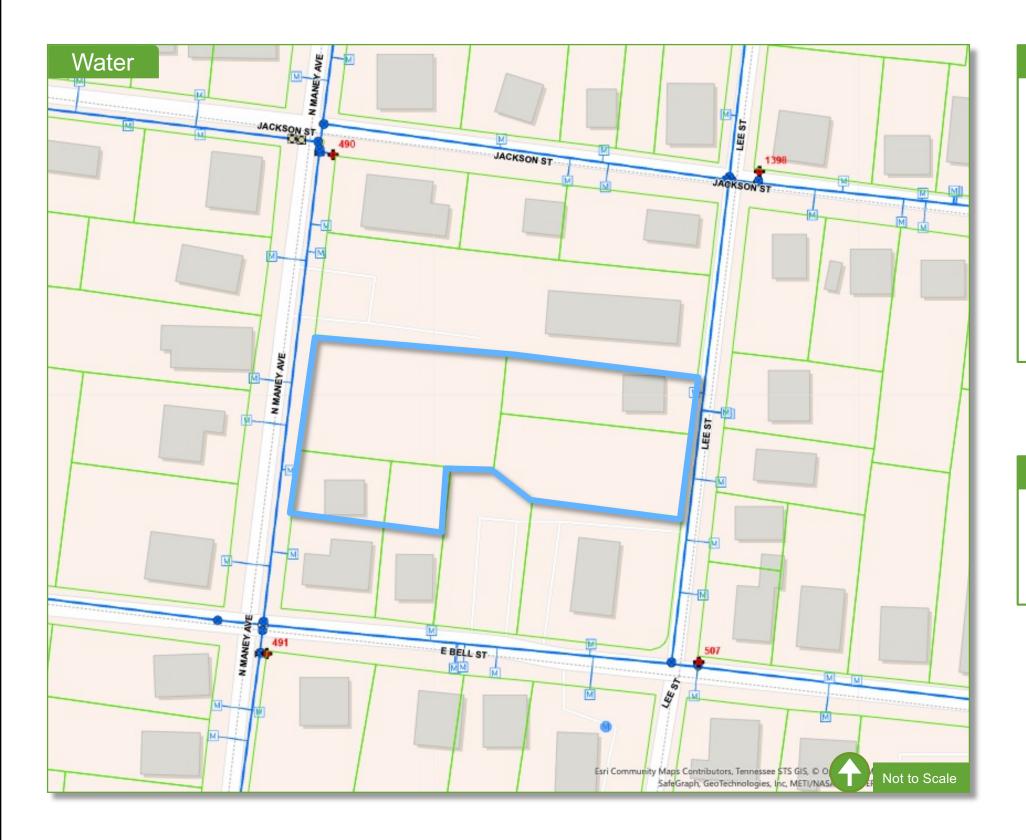




- General plan land use map designates project within the north highland overlay, neighborhood compatible overlay and city core overlay.
- North highlands study designated the area fronting onto N. Maney Street as "Residential Single Family" and the area fronting Lee Street as "Mixed Residential Neighborhood"





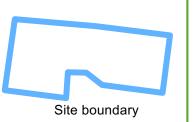


- 12" Ductile iron water line running along N Maney Avenue and Lee St.
- Water Lines are managed by Murfreesboro Water Resources.
- Single family detached homes will each need separate water meters.
- Townhomes will need 2 5'x7' gang vaults with 5' clearance on all sides with easements recorded.

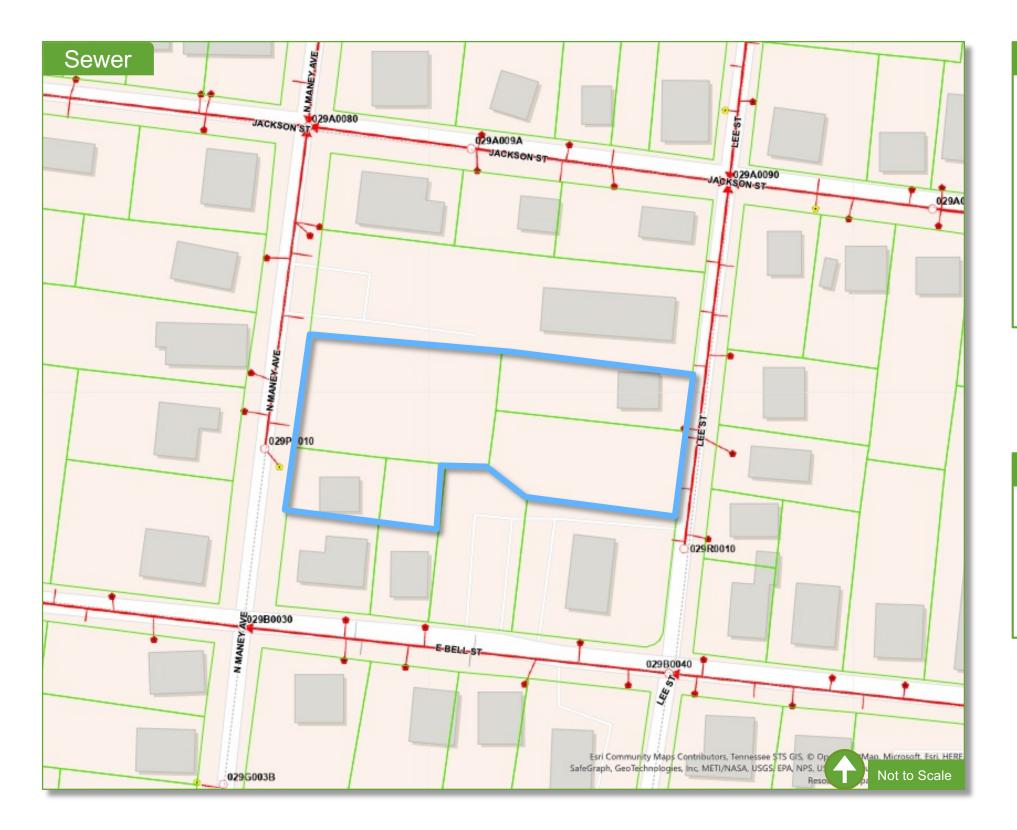
Legend

WATERLINE: FIRE HYDRANT:





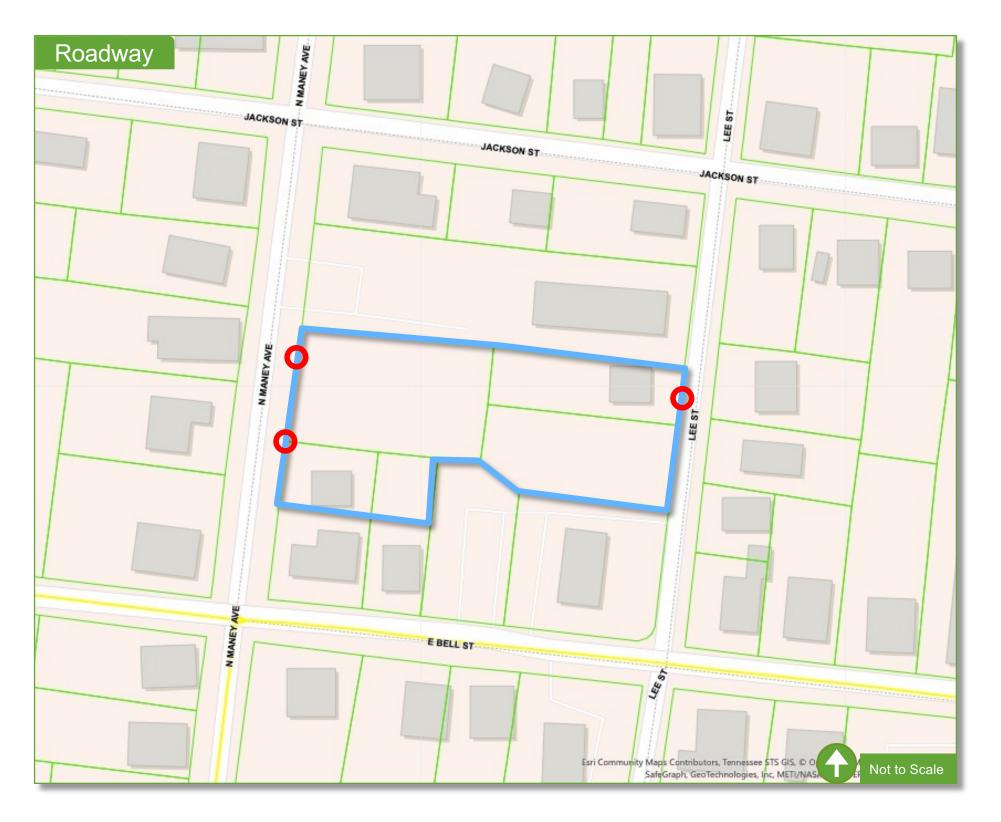




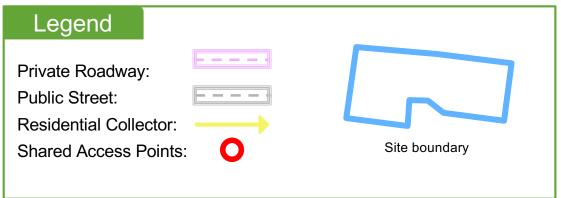
- The subject property has sewer access via N Maney Ave and Lee St.
- Sewer system is managed by Murfreesboro Water Resources.
- Single family detached homes will need separate sewer taps.
- Townhomes will need 30' sewer easement when >150' in length coming off main line.

Existing Gravity Line: Private Gravity Line: Existing Manhole: Private Manhole Site boundary

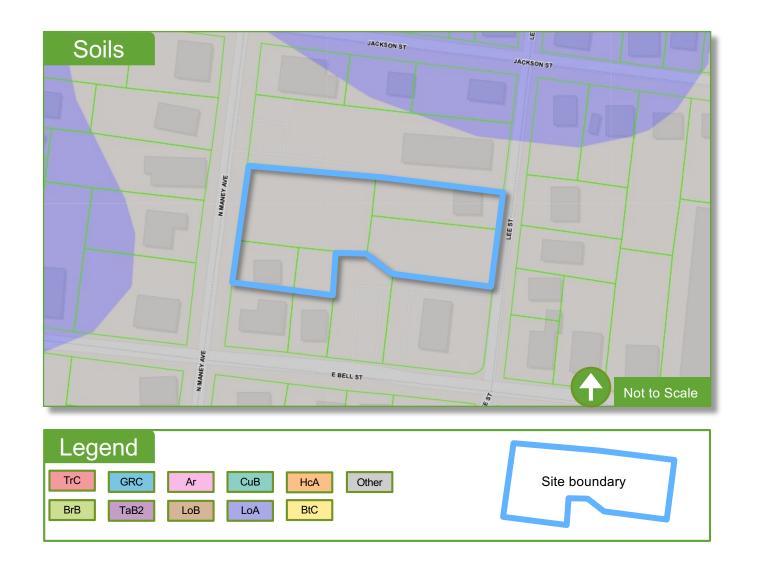


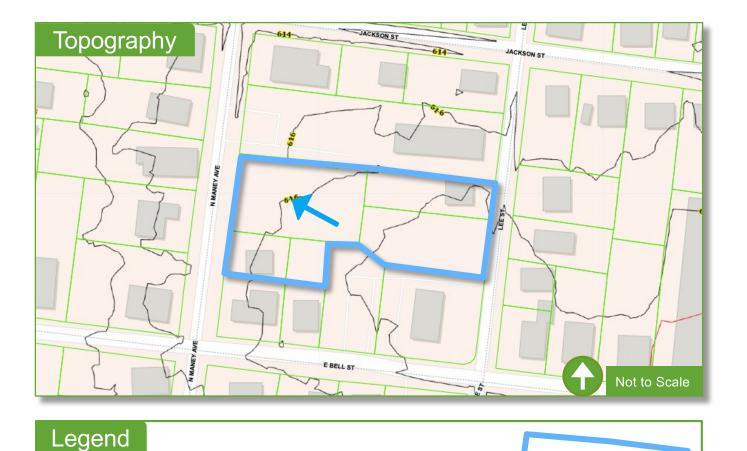


- The subject sites are served by North Maney Avenue (designated as a 'residential collector' in the North Highland Avenue study) and Lee Street (a 'local' designated street).
- Nearby is East Bell Street (which is a designated 'residential collector' street) and Jackson Street (designated as a 'local' Street).
- 2 Shared access driveways are being provided along N.
 Maney Avenue to serve the 4 single family detached homes and 1 shared access driveway from Lee Street to access the 7 townhome units.







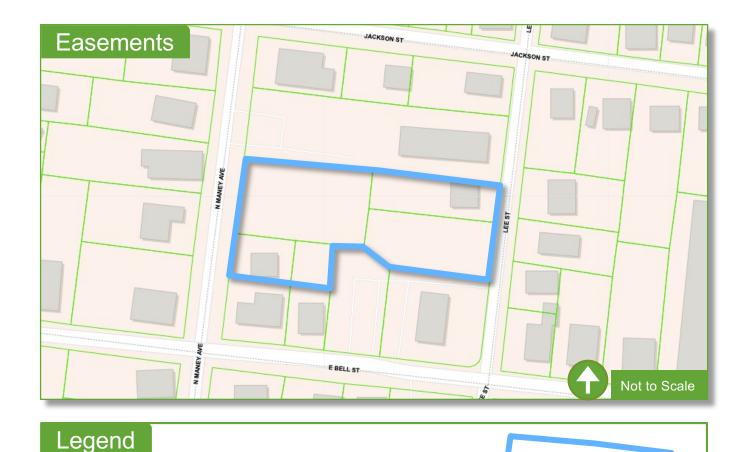


Water Flow Direction Index Contours Site boundary Intermediate contours

Map Summary

- The subject property has an average grade change of 2ft making the property appear relatively flat.
- The natural drainage runs to the northwest.





Map Summary

Water

Public Utility

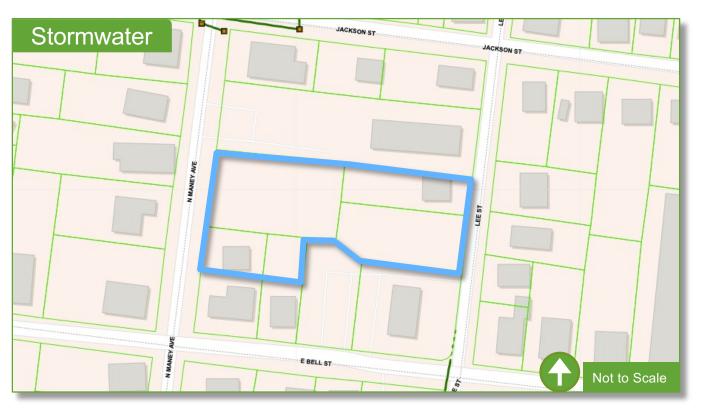
No easements are currently affecting the site.

Water & Sewer

Drainage

10' public utility easements (PUFs) will need to be provided along
 North Maney Avenue and Lee Street.

Site boundary

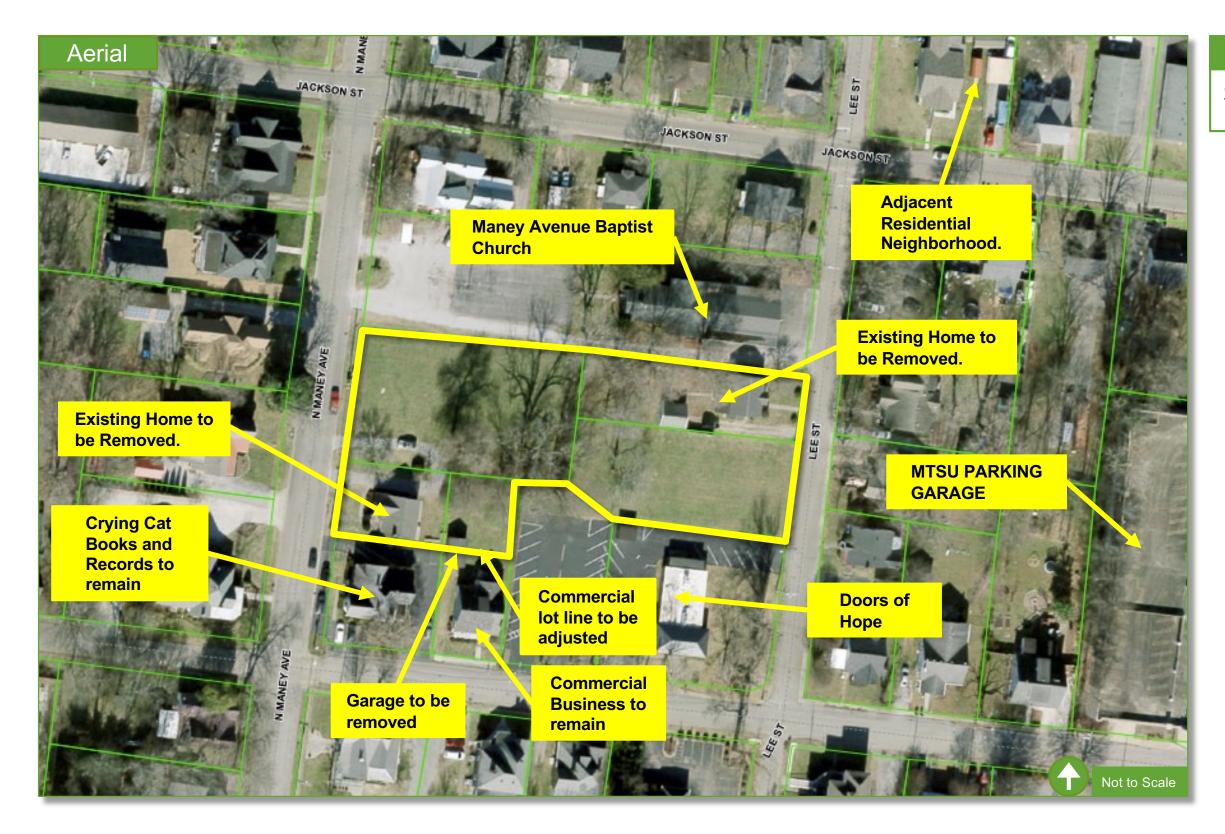




Map Summary

- Stormwater Infrastructure is located to the north along Jackson Street.
- Stormwater is being treated using small site option. This Includes
 - Pervious Pavers
 - Recessed Landscaping Island
 - Roof Draining into Landscaped Areas





Map Summary

See labelling













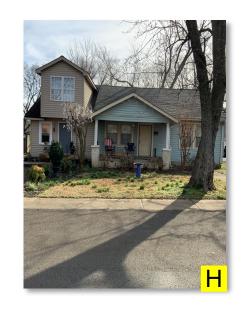








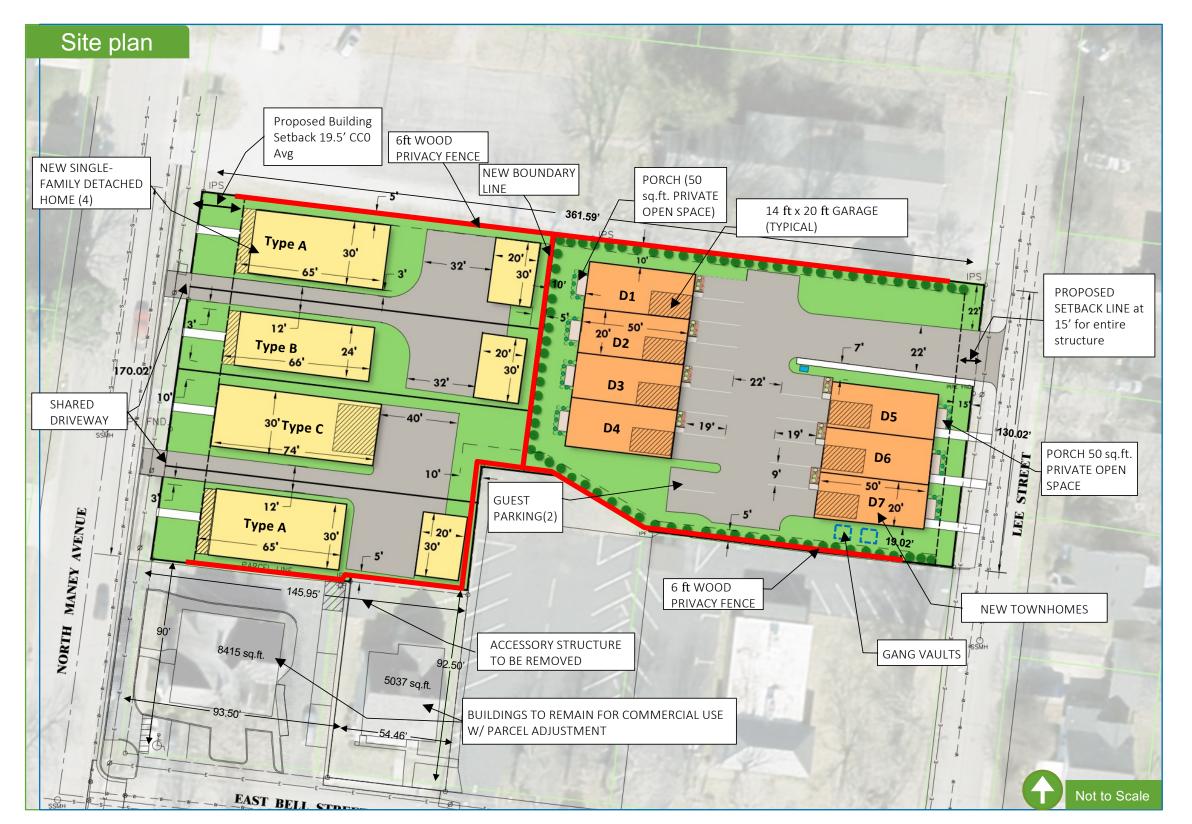












Site Data	Single Family	Townhome	
Total Area	31,263 sq.ft.	25,498 sq.ft.	
Lot size	6178 sq.ft. (min)	N/A	
Density	6.25	12.28	
Detached homes	4 (2200 sq.ft. minimum)		
Attached homes		7 (1600 sq.ft. minimum)	
Bedrooms	3-5	3	
Parking required	8 Spaces	21 Spaces	
Parking provided (Garage)	11	7	
Parking provided (Surface)	13	16	
Surplus Parking	16	2	
Private Open Space (Porches)	Front Porches	350 sq.ft. & Backyard	
Setbacks			
Front	19.5 ft	15 ft	
Rear	20 ft	10 ft	
Side	5 ft	10 ft	
• 2 gang yaults to hor	rovided for townhomes		

- 2 gang vaults to be provided for townhomes.
- Detached garages allowed to occupy 60% of normal required rear yard as accessory structures.

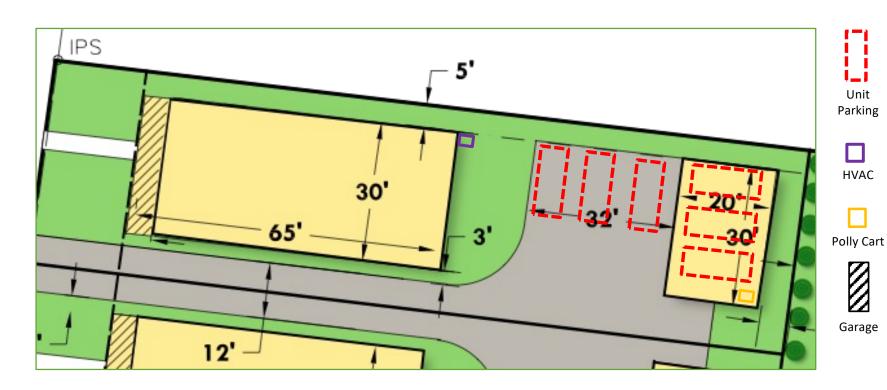


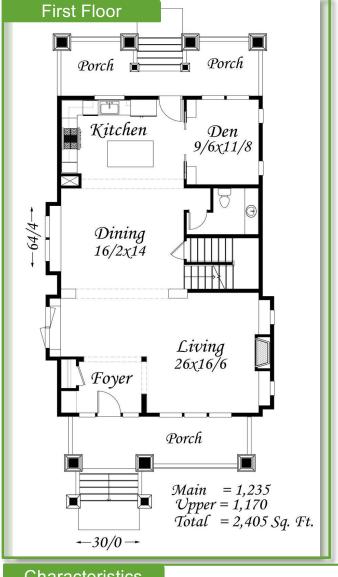


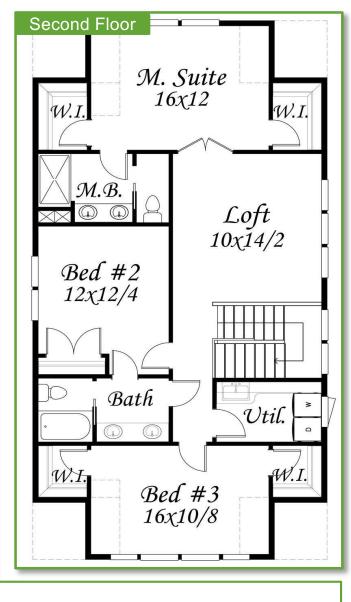
SITE PLAN PAGE 13











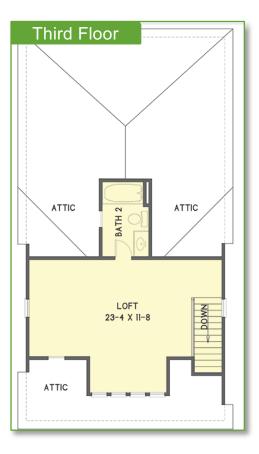
- Detached 3-car garage to be 30ft wide and 20ft deep.
- · Material to be cementitious siding and brick base.
- 3 Surface parking spaces.

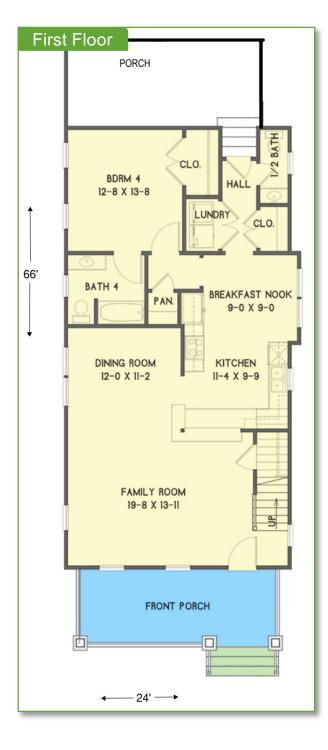
- Shared driveway access with house on individual lot of record.
- 3 to 4 bedrooms

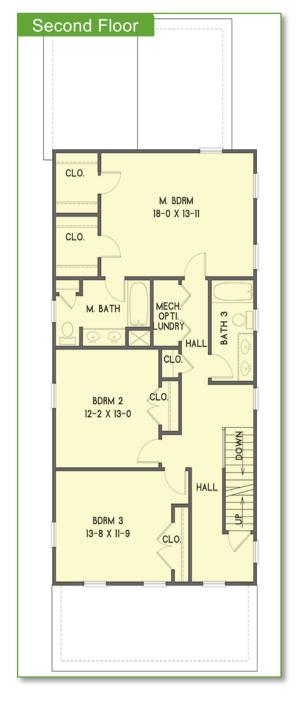


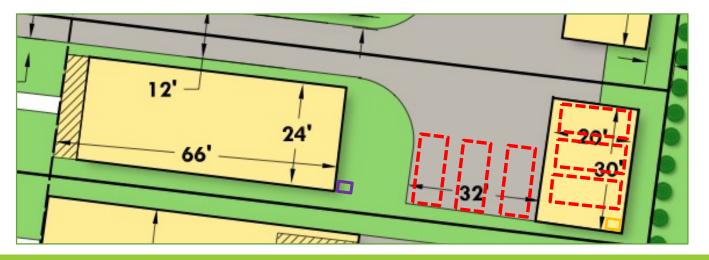


- wide and 20ft deep.
- Material to be cementitious siding 3 to 4 Bedrooms. and brick base.
- 3 Surface parking spaces.
- Detached 3-car garage to be 30ft
 Shared driveway access with house on individual lot of record













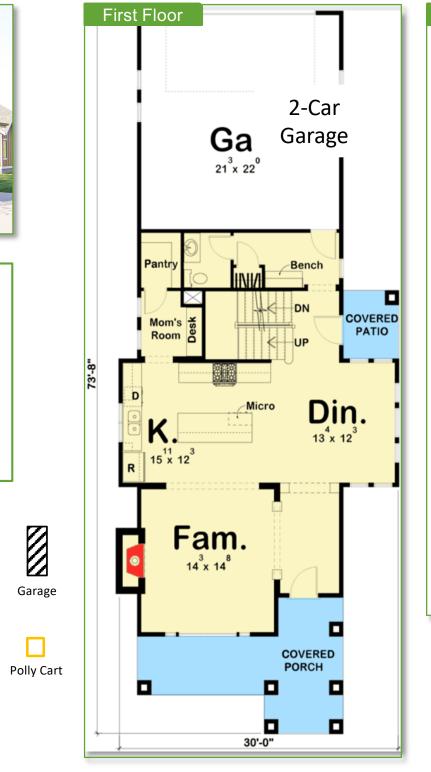






- 2- car attached garage to Shared driveway access be 21ft wide and 22ft deep. with house on individual
- Material to be lot of record. cementitious siding and • 3 Bedrooms brick base.
- 3 Surface parking spaces.









Garage







- 1- car garage to be 13'-5" wide and 23' deep. 3 Bedrooms.
- Material to be cementitious siding and brick base.
- 2 Surface parking spaces

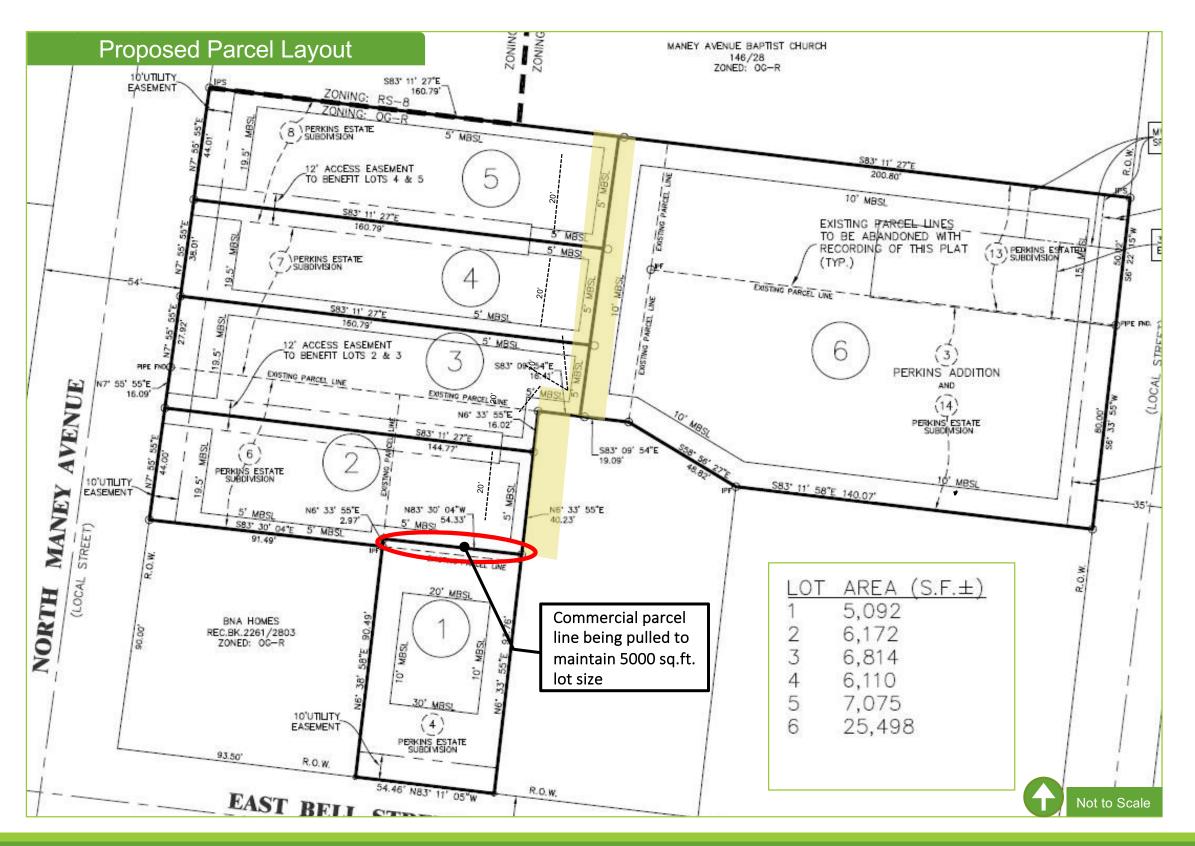








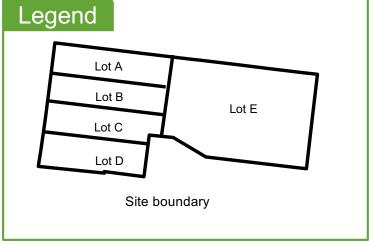




Map Summary

- 405 E. Bell property to be adjusted to 5000 sq.ft. prior to building permit issuance through final plot generally following the layout of this exhibit.
- 10' Public utility easement shall be provided along North Maney Avenue and Lee Street.
- 30' sewer easement will be provided to meet Murfreesboro Water Resources

 Department requirements.





LAND REQUIREMENT TABLE								
SETBACKS	RS-4	ссо	Proposed PRD single family Detached (4)	Difference	RS-A3	ссо	Proposed PRD Townhomes (7) HPR	Difference
FRONT SETBACK	35 ft	19.5 ft	19.5 ft		20 ft	25 ft	15 ft	10 ft
SIDE SETBACK	5 ft		5 ft		5 ft		10 ft	
REAR SETBACK	20 ft		20 ft		20 ft		10ft	10 ft
ACCESSORY STRUCTURE SETBACK	5 ft with < 25% in 'required rear yard'.	N/A	5 ft with up to 60% within 'required rear yard'	35%				
TOTAL LOT AREA	4,000 sq.ft.		6,172 sq.ft. (min)	2172 sq.ft.	2000 sq.ft.		3597 sq.ft.	
MIN. LOT WIDTH	40 ft		38 ft	2 ft	20 ft		N/A	N/A
MAX. HEIGHT	35 ft		35 ft		45 ft		28 ft	
MAX. GROSS DENSITY	10.8		+/- 6.67**	+/- 4.13	12		+/- 11.97**	+/- 0.3 (UNDER)
MAX. F.A.R.	NONE		NONE		1		N/A	
MAX. L.S.R.	NONE		NONE		NONE		NONE	
MAX. O.S.R.	NONE		NONE		NONE		NONE	
MAX LOT COVERAGE	40%	50%	37%		NONE	50%	28%	22% (UNDER)
LANDSCAPE BUFFER	NONE				TYPE A		10' TYPE A	

SITE DATA	Single Family (sq.ft.)	Single Family Percentage	Town Homes (sq.ft.)	Townhome Percentage	Entire Parcel (sq.ft.)	Entire Parcel Percentage
TOTAL LAND AREA	+/- 26,171 (.60 AC)	51%	+/- 25,498 (.59 AC)	49%	+/-51,669 (1.19 AC)	100%
PRIVATE OPEN SPACE	N/A	0%	350	1.4%	350	1.4%
TOTAL IMPERVIOUS	11,895	46%	9,589	38%	21,484	42%
TOTAL PERVIOUS (OPEN SPACE)	7,017	27%	7,176	28%	14,193	27%
TOTAL BUILDING COVERAGE	9,400	36%	7,297	29%	16,697	32%
TOTAL PARKING LOT COVERAGE	7,259	28%	8,733	34%	15,992	31%



* *OG-R (current zoning) allows 8.7 units/acre for single family detached and 14.5 - 17.4 units/acre for townhomes.

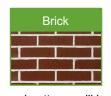
Developmental Standards

- Development will include (4) 2-Story Detached homes on their own lots of record and (7)
 Attached Town homes on horizontal property regime lots.
- The maximum building height is 35'-0"
- Parking will be a combination of surface parking and parking in garages.
- Solid waste will be disposed using poly carts stored in garages (clear of required dimensions) and private hauler.
- Sidewalks will need to be constructed within this project along North Maney Avenue and may be subject to in lieu fees along Lee Street.
- Mail delivery will be accommodated via a mail kiosk.
- The garages are to meet standard city requirements of 11'4" x 20' for one-car garages and 19'4" x 20' for two-car garages clear of interior trash storage.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units will be located on the rear and side of the homes.
- Building Elevation Materials: Brick and Hardie Board Siding.

Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations	Enhanced trim Package







*Different colors, cuts and patterns will be allowed

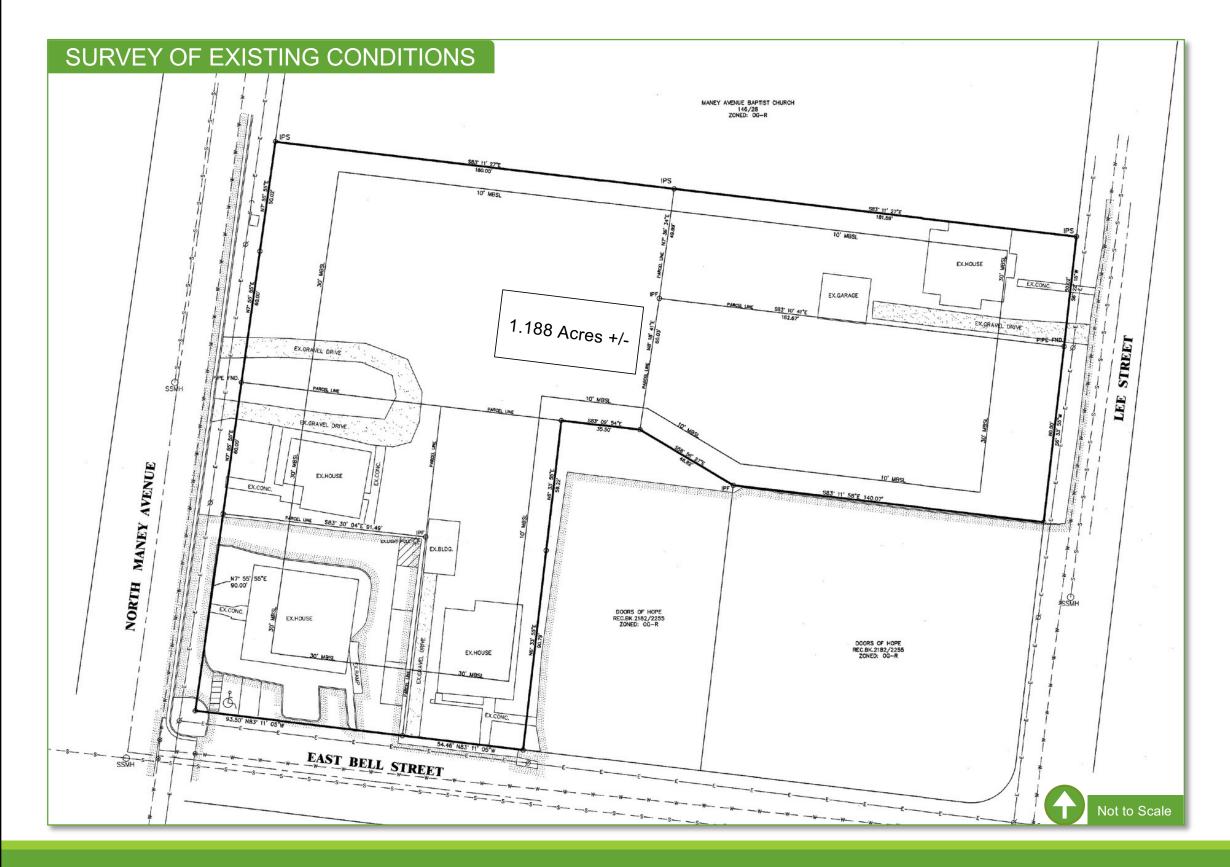
General Applicability Section 13b for Planned Development

- Ownership and division of land: The site is owned by the developer identified on Sheet 2 and the lot is currently zoned, OG-R.
- Waiver of BZA action: No BZA action is required.
- Common space and common elements: Town homes will have
 50 square feet of private open space per home.
- Accessibility of site: Site will be accessed from Lee St., designated as a local street, and North Maney Avenue, designated as a residential collector street.
- Off-street parking: See Sheet 13 for parking calculations.
- Pedestrian circulation: There are no existing sidewalks currently.
 However, property may be subject to in lieu fees along Lee Street.
 New sidewalks shall be constructed along North Maney Street.
- Privacy: 6 ft privacy fence will be provided alongside and rear property lines, as depicted on Sheet 13.
- Relationship to zoning regulations and other zoning regulations: A PRD is being requested for the subject property.
- Development Period; Phasing: The project shall be completed in one phase.
- Annexation: No Annexation is required for this site.
- Landscaping: Landscaping will be the responsibility of the new homeowners for the single-family detached homes. Perimeter trees and foundation planting will be provided for the town homes.

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 Sheets 3-7.
- 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 Sheets 8-9.
- 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 Sheets 10-12.
- 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 Sheet 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 Sheet 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 in this situation.
- 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; See sheet 2.
- 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; The PRD will be constructed in one phase.
- 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; The townhomes will have an HOA.
- 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;
 - EXCEPTION 1 A reduction in front setback to be 15 ft for single family attached town homes.
 - EXCEPTION 2 A reduction in rear setback to 10 ft for single family attached town homes.
 - EXCEPTION 3 Increase the amount of accessory structure located within the 'required rear yard' from < 25% to 60%
 - EXCEPTION 4 A reduction in total lot width from 40' to 38' for single family detached homes, which is a 2 ft reduction from comparative.
- 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 in this situation.
- 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; See Sheet 2.
- 14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. See Sheet 14-18.
- 15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: Not applicable in this situation.





MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

6:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair

Ken Halliburton, Vice-Chair

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services

Matthew Blomeley, Assistant Planning Director

Margaret Ann Green, Principal Planner

Marina Rush, Principal Planner

Holly Smyth, Principal Planner

Brad Barbee, Planner

Joel Aguilera, Planner

Carolyn Jaco, Recording Assistant

Roman Hankins, Assistant City Attorney

1. Call to order.

Mr. Matthew Blomeley, acting as Chair Pro Tem, called the meeting to order at 6:00 P.M.

2. Determination of a quorum.

Mr. Matthew Blomeley determined a quorum was present. Mr. Blomeley requested a motion be made to modify the Agenda to move Item 5.a. (Election of Officers) ahead of Item 4.

Mr. Chase Salas made a motion to move Item 5.a. ahead of Item 4 on the Agenda; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

JULY 12, 2023

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. Chase Salas 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

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

Zoning application [2023-408] for approximately 1.2 acres located along North

Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD and CCO

(Maney Estates PRD), BNA Homes 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. Brian Burns (developer) 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.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION

JULY 12, 2023

Chair Kathy Jones opened the public hearing.

1. Ms. Bonnie Black, 513 North Maney Avenue – opposes this request and voiced

her concern that there was not a neighborhood meeting held.

2. Mr. Cathy Green, 726 North Maney Avenue – expressed her concerns with the

proposed development.

3. Mr. Steve Baughman, 315 North Maney Avenue – feels the proposal can be

tweaked to have only three units, not four, along North Maney Avenue.

4. Mr. Vincent Wiggins, 714 Elliott Drive – voiced his concerns with the number of

exceptions being requested with this development.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

The Planning Commission requested that one townhome in the back row be removed to

allow additional formal open space, additional parking, and to improve the façade of the

units.

Mr. Brian Burns came forward stating he is trying to build a product in the area that would

sell, it is an economic decision. He is not in favor of some of staff's recommendations.

Mr. Shawn Wright wanted to know if a neighborhood meeting had been conducted. Mr.

Blomeley answered no. Mr. Shawn Wright recommended the developer conduct a

neighborhood meeting while continuing to work with staff.

There being no further discussion, Mr. Shawn Wright moved to defer the zoning application

for two months; the motion was seconded by Mr. Chase Salas and carried by the following

vote:

Aye: Kathy Jones

9

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

	Ken namourion
	Jami Averwater
	Reggie Harris
	Bryan Prince
	Chase Salas
	Shawn Wright
Nay:	None
New]	Business:
Mana	datory Referral [2023-724] to consider an easement across the City Greenway
	property in connection with the construction of the Beasie Road Connector, City
	urfreesboro applicant. THIS APPLICATION WAS WITHDRAWN BY STAFF
	AUSE IT WAS ALREADY APPROVED AT A PREVIOUS PLANNING
	MISSION MEETING.
COM	WIISSION WEETING.
Adjo	urn.
Thora	haing no further business the meeting adjourned at 0:00 n m
THEIE	e being no further business the meeting adjourned at 9:00 p.m.
	Chair
	Secretary
GM:	cj

7.

8.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Reggie Harris Bryan Prince Chase Salas Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, 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. Public Comments.

Chair Kathy Jones announced that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the September 20, 2023, Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 20, 2023 Planning Commission meeting; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Jami Averwater

Reggie Harris

Bryan Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

Chase Salas

Shawn Wright

Nay: None

5. Old Business:

Zoning application [2023-408] for approximately 1.2 acres located along North Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD and CCO (Maney Estates PRD), BNA Homes 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), Mr. Manly Thweatt (design engineer), Mr. Drew Alderson and Sonia Thomas (developer's representatives) 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 reverence.

The Planning Commissioners discussed the density of the proposed development, as well as parking, lack of green space, and no commitment to preserve as many mature trees as possible.

Mr. Clyde Rountree requested for a deferral, so his client could address the townhome density count. In addition, Mr. Clyde Rountree stated he would suggest changing the overall footprint by changing the room counts.

There being no further discussion, Mr. Shawn Wright moved to defer the zoning application; the motion was seconded by Mr. Chase Salas and carried by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

Aye: Kathy Jones

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

6. Public Hearings and Recommendations to City Council:

Annexation petition and plan of services [2023-504] for approximately 32.4 acres located along New Salem Highway and Barfield Road, including 520 linear feet of Barfield Road right-of-way, World Outreach Church of Murfreesboro Tennessee, 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. Rob Molchan of SEC, Inc. was in attendance representing the application.

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

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

Aye: Kathy Jones

Jami Averwater

Reggie Harris

Brian Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

6:00 P.M. CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, 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. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 11, 2023 and October 18, 2023 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the minutes of the October 11, 2023 and October 18, 2023 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

MINUTES OF THE MURFREESBORO **PLANNING COMMISSION**

NOVEMBER 1, 2023

Chase Salas

Shawn Wright

Nay:

None

Zoning application [2023-408] for approximately 1.2 acres located along North

Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD (Maney

Estates PRD and CCO), BNA Homes 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. Brian Burns (developer) were in

attendance for the meeting. Mr. Clyde Rountree stated the applicant's pattern book has

been improved to provide clarification; and asked the Planning Commission to approve as

presented.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the

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

Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

3

ORDINANCE 23-OZ-36 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 1.2 acres along North Maney Avenue and Lee Street from General Office — Residential (OG-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District; BNA Homes, applicant, [2023-408].

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

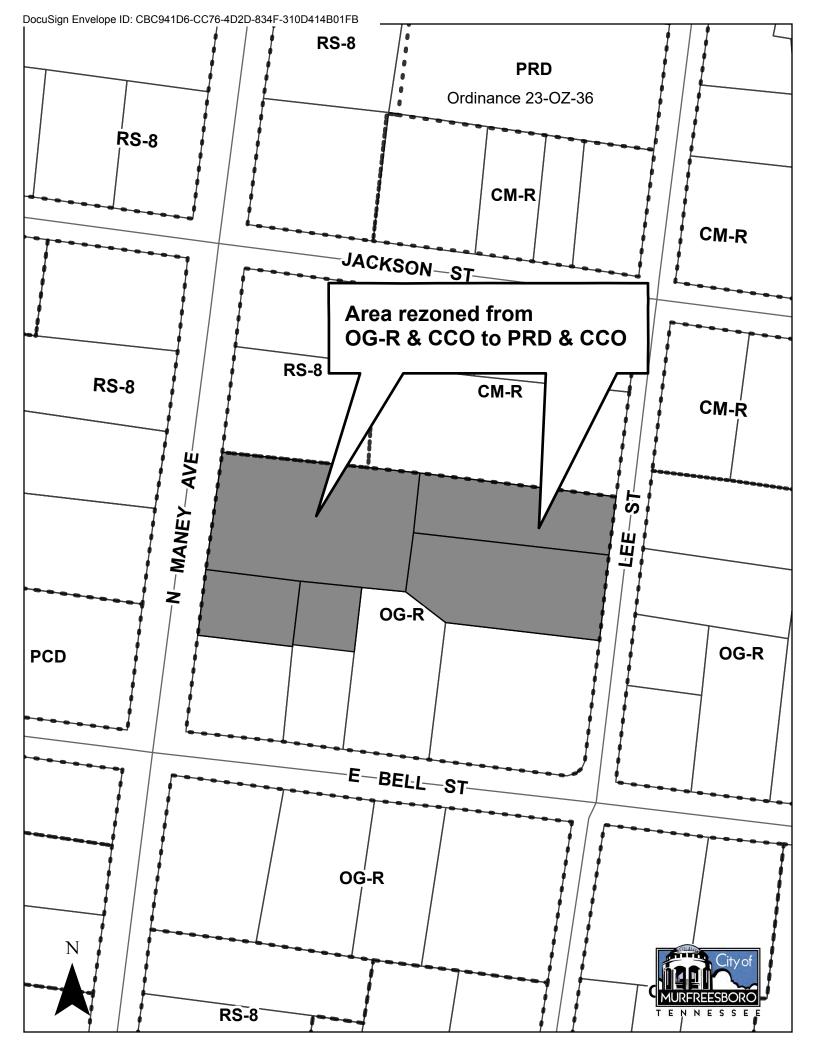
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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 and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

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

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Rezoning property along Van Cleve Lane

[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes
Resolution	
Motion	
Direction	
Information	

Summary

Zoning of approximately 0.35 acres located along Van Cleve Lane, west of North Thompson Lane.

Staff Recommendation

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

The Planning Commission recommended approval of the zoning request.

Background Information

Norman Brown presented to the City a zoning application [2023-414] for 0.35 acres located along Van Cleve Lane to be rezoned from RS-15 (Single-Family Residential District 15) to L-I (Light Industrial District). During its regular meeting on November 1, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the growth of an existing mechanical contracting business, so that it can continue to provide employment opportunities in the community and generate tax revenue for the City.

Attachments:

- 1. Ordinance 23-0Z-37
- 2. Maps of the area
- 3. Planning Commission staff comments from the 11/01/2023 meeting
- 4. Planning Commission minutes from the 11/01/2023 meeting
- 5. Miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 1, 2023

PRINICIPAL PLANNER: MARGARET ANN GREEN

6.b. Zoning application [2023-414] for approximately 0.35 acres located along Van Cleve Lane to be rezoned from RS-15 to L-I, Norman Brown applicant.

Introduction

The subject property is located along Van Cleve Lane, south of Wilkinson Pike (Tax Map 092 Parcels 014.00). The property is a total of 2.74 acres; however, the rezone application is to for a 0.35-acre portion of the property from RS-15 (Single-Family, Residential District) to Light Industrial District (L-I). The applicant is the property owner, who also owns the adjacent Rosco Brown plumbing company. The Rosco Brown property located at 959 North Thompson Lane is zoned L-I and GDO-1 (Gateway Design Overlay District). The subject property is unplatted, undeveloped property that is a remnant of a residential subdivision. The properties to the east are zoned L-I and GDO-1. The properties to the north are zoned CM (Medical Commercial District) and GDO-1 and is the location of the Trustpoint medical facility, formally known as Polaris). The properties to the west and south are zoned RS-15 and mostly consist of estate size single-family, residential lots.

The subject property was zoned GDO after it was developed. The Rosco Brown property was resubdivided in November of 2003 to add 0.45 acres from the adjacent property. With this resubdivision, the minimum required buffer was shifted to the west, as is shown on the plat exhibit included with the staff report.

Land Use and Zoning

L-I, LIGHT INDUSTRIAL DISTRICT

This industrial district is intended to provide areas in which the principal uses permitted are warehousing, wholesaling and light assembly plants which have little impact on the surrounding neighborhood other than truck traffic, and which are accessible to major transportation routes. The regulations of this district are designed to minimize the adverse impact such uses may have on nearby districts. Heavy industrial uses, such as steel mill and manufacturing facilities, likely to create noise, odor, vibration or smoke that can affect surrounding areas will not be permitted in the light industrial district.

The applicant is requesting a bulk zoning of L-I for the subject property. The L-I district permits the manufacturing, storage and distribution of a variety of industrial uses, as well as most institutional, agricultural and commercial uses. A copy of Chart 1 is included and highlights the uses permitted in L-I.

The GDO prohibits several Industrial and Commercial uses otherwise permitted within the L-I district. However, this property is not requested to be zoned GDO.

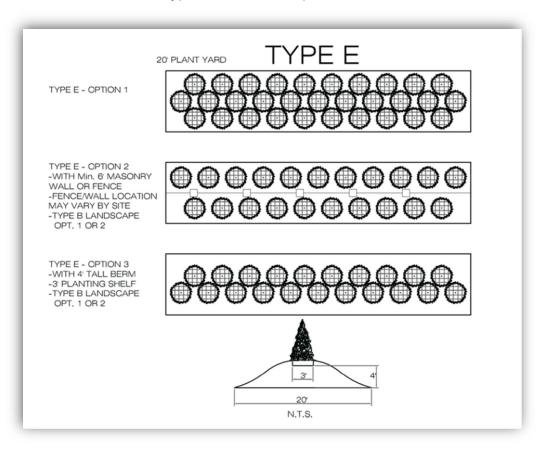
The RS-15 district has a maximum height of 35 feet for structures and 20-feet for light poles while the L-I district has a maximum height of structures and light fixtures is 75-feet. The maximum building height for accessory structures in the L-I district is 100 feet, however it must be a minimum distance of 600-feet from any contiguous residential district.

Public Rights-of-way/ Transportation network

The properties have access to Van Cleve Lane, a substandard residential street. The applicant indicated this property will be combined with the adjacent property at 959 North Thompson Lane, also giving it access to North Thompson Lane (major arterial). Wilkinson Pike is a committed project on the Major Transportation Plan – MTI #6.

Landscaping and Buffer yards

Industrial uses are exempt from foundation plantings and formal open space requirements. However, a "Type E" buffer is required between L-I and RS-15.



Future Land Use Map



SUBURBAN RESIDENTIAL CHARACTER (SR)

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.

The Suburban Residential Character (SR) community 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. The suggested City Zoning Districts are RS-15, RS-12, RS-10 and PRD.

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.
- o 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. The property owner met with the Development Services Director, Greg McKnight, to discuss the potential rezoning and was recommended to make an application for rezoning to L-I.

Recommendation:

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

- 1. The proposed development type and characteristics are inconsistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
- 2. The potential applicability of the transition policy from the *Future Land Use Map and Chapter 4 Update*.

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 will be available at the Planning Commission meeting to discuss the proposed rezoning request.

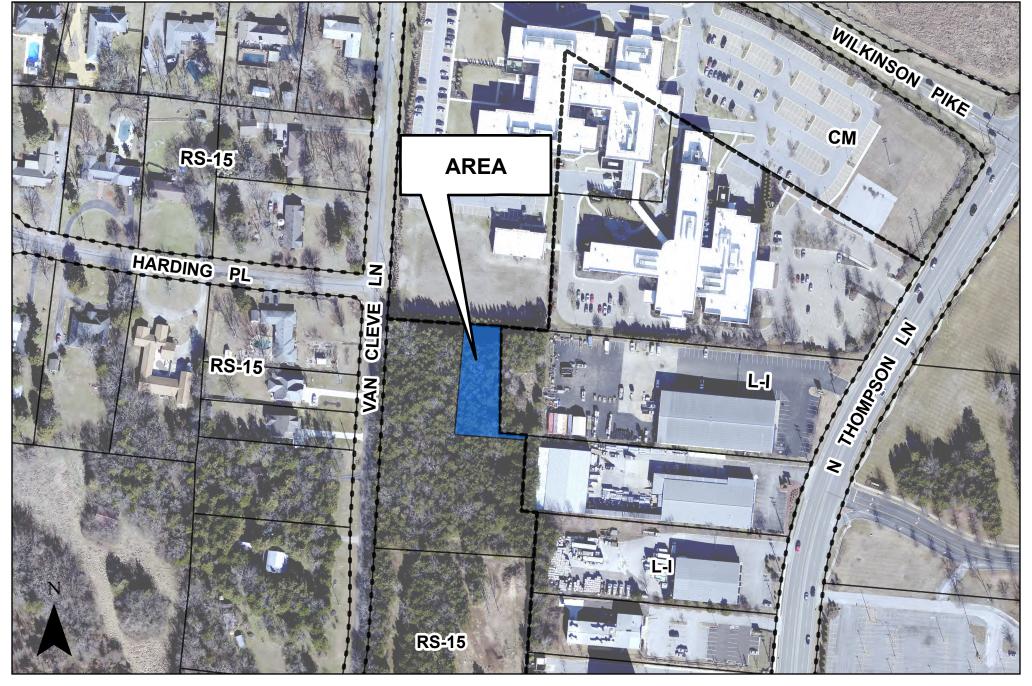




Rezoning request for property along North Thompson Lane and Van Cleve Lane RS-15 to L-I

0 170 340 680 1,020 US Feet

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





Rezoning request for property along North Thompson Lane and Van Cleve Lane RS-15 to L-I

0 170 340 680 1,020 US Feet

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

USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															\neg
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	СН	MU	CBD	王	lo B	_	CM-RS-8	CM-R	CM	cn	L
DWELLINGS												Ŭ	Ŭ		Ŭ	Ŭ			_			0				
Single-Family detached	Х	Х	Х	Х	Х	Х	Х	Х	Х	X ²⁷		Х		Х								Χ	Х		Х	\exists
Single-Family attached or detached, zero-lot																										\exists
line (max. 2 units attached) ²³							Х	Х	Х	X^{24}		Х		х									Х		Х	
Single-Family attached, townhouse ^{25, 26, 28}								Х	Х	Х													Х		Х	
Two-Family							Х	X	X	<u> </u>		Х		Х									Х		X	-
Three-Family								Х	Х			Х		Х									Χ		Х	
Four-Family								Х	Х			Х		Х									Χ		Χ	
																										\exists
Multiple-Family								X^{21}	X^{21}								X^{21}	X^{21}							Х	
OTHER HOUSING																										
Accessory Apartment	S ⁸				S ⁸															i	=					
Accessory Dwelling Unit												X ¹	X ¹	X^1	X ¹	X^1	Χ	X ¹		\exists						
Assisted-Care Living Facility ¹⁵							S	Х	Χ	Х		Х	Х	Х	Χ	Χ	Χ	Χ				Χ	Χ	Χ	S	\exists
Bed-and-Breakfast Homestay	S	S	S	S	S		s	S	Х	S		S		X	X	Х		X				S	S	S	X	\dashv
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S		S	Х	Х		Х				S	S	S	S	\exists
Boarding House ¹⁵							S	s	Χ	Х		S		Х	Χ	Χ		Х					S	S	Х	\exists
Emergency Shelter	Х	Х	Х	Х	Х	Х	Х	Х	Х		Х	Х	Х	Х	Χ	Х	Χ	Х	Х	Х	Х	Х	Х	Х		Χ
Extended Stay Hotel/Motel																Χ	Χ									ヿ
Family Crisis Shelter												S		S	S	S			S	S	S		S			コ
Family Violence Shelter								S	S			S	S	S	Χ	Χ			Х	Х	Х		Χ	S	S	
Fraternity/Sorority												S		S	S	S							S	S	S	
Group Shelter								S	S			S	S	S	S	S			S	S						
Class I Home for the Aged ¹⁵	S	S	S	S	S	S	S	Χ	Χ	Х		Х		Х	Χ	Χ		Х				S	S	S	S	
Class II Home for the Aged ¹⁵	S	S	S	S	S		S	S	S	S		S		Х	Х	Х		Х				S	S	S	S	
Class III Home for the Aged 15								S	S			S		S	Χ	Χ	Χ	Х				S	S	S	S	
Hotel																Χ	Χ	Х	Х	Х	X					
Mission ¹⁰																			S	S	S					
Mobile Homes											Χ															寸
Motel																Χ	Χ		Х	Х	Χ					킈
Rooming House							S	S	S									Χ					S	S	Х	
Student Dormitory									S																Х	
Transitional Home							S	S	S			S	S										S	S	<u></u>]]
INSTITUTIONS																										
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		Х	Χ	Χ	Χ	Χ	Χ		Χ	Χ	X	S	Χ	Х		
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	Х	S	Х	Χ	Χ		Χ	Χ	Х	Χ	Χ	Χ	Х		

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

Revised: August 18, 2022

USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															\neg
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	СН	MU	СВD	로	ō	_	CM-RS-8	CM-R	CM	CU	_
Airport, Heliport	S	S	S	S	S	S	S	S	I LE	S	IL.	0	0	0	0	S	2	0	S	S	S	S	S	S	S	<u>∩</u> S
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S			<u> </u>	1	Ť
Church ¹³	S	S	S	S	S	S	S	Х	Х	S	S	S	Χ	Χ	Χ	Χ	Χ	Χ	Х	Х	Х	S	S	Х	Х	\dashv
College, University	<u> </u>	<u> </u>	Ť	<u> </u>	_	Ť			<u> </u>	<u> </u>	Ť	X	X			Х	Х		- , ,			Ť	X		X	-
Day-Care Center							S	S	S		S	S	S	Х	Х	Χ	Χ	Х	Χ	Х	Χ	S	S	S	ı	\dashv
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Х	Χ		Х	Χ	Χ	Χ	S	S	S	Х	_
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Χ	Х	Χ		Χ	Χ	Χ	Χ	S	S	S	Х	_
Hospital												Х	Х			Χ	Χ		Χ	Χ	Х	Х	Χ	Χ		
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Χ	Χ	Χ	Χ	Х	Х	S	S	S		\Box
Mental Health Facility												Χ	Х	Χ		Χ	Χ		Χ	Х	X		Х	Х		寸
Morgue																Χ	Χ		Χ	Χ	Χ		Х	Х		
Museum							S	S	S			S	S	S	Х	Χ	Χ	Χ	Χ	Χ	Χ	S	S	S	Х	S
Nursing Home												Х	Х	S	S	S	Χ		Χ	Χ	Χ	Х	Χ	Χ		
Nursery School							S	S	S		S	S	S	S	S	S	Χ		S	S	S	S	S	S	Χ	
Park	Х	Х	Χ	Х	Χ	Χ	Х	Χ	Х	Х	Х	Х	Х	Χ	Х	Χ	Χ	Χ	Χ	Χ	X	Х	Χ	Χ		Χ
Philanthropic Institution							S	S	S			Χ	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	X	Х	Χ	Χ	Χ	
Pet Cemetery	S	S	S												S	S			S	S	S				ш	
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Χ	Х	Χ	Χ	X	S	S	S	Х	
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Χ		Χ	Χ	Χ	S	S	S	Х	Χ
Senior Citizens Center	S	S	S	S	S	S	S	Χ	Х	S		Х	Х	Χ	Χ	Χ	Х		Χ	Χ	X	S	Χ	Χ		コ
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Χ	Х	Χ	Х	Χ	S	S	S	Х	
Student Center								S	S			S	S	S	S	S	Х						S	S	Х	
AGRICULTURAL USES																										
Customary General Farming	X ⁶	Χ	Χ	Х	X^6	Χ	Χ	Χ	Χ	Х	Х	Х	Х	Х	Х	Χ										
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	Х		/\	X	X	X			<u> </u>	X	X
Farm Labor and Management Services					_		_	_			_	Х	Х	Х	Х	Х		Х	X	Х	X				Х	Ť
Fish Hatcheries and Preserves																			Χ	Х	Χ					\dashv
Grain, Fruit, Field Crop and Vegetable																										コ
Cultivation and Storage	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Х	Х								Χ	Χ	X				Х	
Livestock, Horse, Dairy, Poultry, and Egg																										
Products	S	S	S	S	S	S	S	S	S	S									Χ	Χ	X				Х	
Timber Tracts, Forest Nursery, Gathering of																										
Forest Products	S	S	S	S	S	S	S	S	S	S	S								Χ	Χ	X					
COMMERCIAL																										
Adult Cabaret																			X ⁹							
Adult Entertainment Center																			X ⁹							寸
Adult Motel																			X ⁹						\Box	寸
riddic Motor	<u> </u>	<u> </u>	1	l	l	1	L	L			L	L	L						^		1	1	l	1	ш	

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USES PERMITTED ³						ZC	NINC	IG DI	STR	ICTS	3															
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	СН	MU	CBD	豆	اق ق	_	CM-RS-8	CM-R	CM	CU	△
Adults-Only Bookstore																			X ⁹							
Adults-Only Motion Picture Theater																			X ⁹							П
Amusements, Commercial Indoor															Χ	Χ	Χ	Х	Х	Х	Χ				S	П
Amusements, Commercial Outdoor excluding Motorized																Х	Х		Х	Х	Х				s	s
Amusements, Commercial Outdoor Motorized																										П
except Carnivals																			S	S	S					
Animal Grooming Facility															Χ	Χ	Χ		Χ	Χ	Χ					
Antique Mall															Χ	Х	Χ	Х	Χ	Χ	Χ					Ш
Antique Shop <3,000 sq. ft.												Х	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ		Х			Ш
Art or Photo Studio or Gallery												Χ	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	X		Х		Х	Ш
Automotive Repair 12																Χ	Χ		Χ	Χ	Χ					
Bakery, Retail														Χ	Χ	Χ	Χ	Х	Χ	Χ	Χ					
Bank or Credit Union, Branch Office or Main Office												Х	Х	Х	Х	Х	Х	Х	Х	Х	Х					
Bank, Drive-Up Electronic Teller												Х	Х	Χ	Χ	Χ	Χ	Х	Χ	Х	Х					Πİ
Barber or Beauty Shop												Х	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ		Х			Πİ
Beer, Packaged														Χ	Χ	Χ		Χ	Χ	Χ	Χ					Πİ
Boat Rental, Sales, or Repair																			Χ	Χ	Χ					Πİ
Book or Card Shop												Х	Х	Χ	Χ	Χ	Χ	Χ	Х	Х	Х		Х			
Brewery, Artisan ²⁹														Χ	Χ	Χ		Х	Х	Х	Х					
Brewery, Micro ²⁹																Х		Х	Χ	Χ	Χ					
Brewpub ³⁰														Х	Х	Х	Χ	Х	Х	Х	Χ					
Business School												Х	Х		Χ	Χ	Χ	Χ	Χ	Х	Х					
Business and Communication Service												Х	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ					Πİ
Campground, Travel-Trailer Park																S			S	S	S					Πİ
Carnivals																S			S	S	S					S
Catering Establishment		İ	Ì	Ì		Ì	Ì					Χ	Х	Х	Χ	Χ	Χ	Х	Χ	Х	Χ		Х	Ì		Πİ
Clothing Store														Χ	Х	Х	Χ	Χ	Χ	Х	Х					
Coffee, Food, or Beverage Kiosk														Χ	Χ	Χ	Χ		Χ	Χ	Χ					
Commercial Center														Χ	Х	Х	Χ		Χ	Х	Χ					ı
Convenience Sales and Service, maximum																										ı
5,000 sq. ft. floor area														Χ	Χ	Х	Χ	Χ	Χ	Χ	Χ					
Crematory																			S	S	S					

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USES PERMITTED ³						ZC	NINC	IG DI	ISTR	ICTS	3															
								OI.	0													φ				
	15	12	10	ω	9	4		RM 12	116	RS-A	R MO	2	(D		14	_	_	Ö				CM-RS-8	CM-R	_		1
	RS	RS	RS	RS	RS	RS	RD	R	R	RS	R	90	90	CL	CF ¹⁴	CH	ПΜ	CBD	Ξ	<u>5</u>	\Box	CM	S	CM	CC	Д
Department or Discount Store															Χ	Χ	Χ	Х	Χ	Х	Х					
Distillery, Artisan ²⁹																Χ		Х	Х	Х	Х					\Box
Drive-In Theater																Χ			Χ	Х	Х					一
Dry Cleaning														Х	Χ	Χ	Χ	Х	Χ	Χ	Х					一
Financial Service												Х	Х	Χ	Χ	Χ	Χ	Х	Χ	Χ	Х					一
Fireworks Public Display																										Х
Fireworks Retailer																S			S	S	S					\Box
Fireworks Seasonal Retailer														S	S	S			S	S	S					一
Flower or Plant Store												Х	Х	Х	Χ	Χ	Χ	Х	Χ	Χ	Χ		Х			一
Funeral Home		İ		Ì		İ	Ì		Ì	Ì				S		Χ	Χ		Χ	Х	Х					
Garage, Parking																Χ	Х	Χ	Χ	Χ	Х					\Box
Garden and Lawn Supplies															S	Χ	Х	Х	Χ	Χ	Х					
GasLiquified Petroleum, Bottled and Bulk																Χ			Χ	Χ	Х					
Gas Station														Χ	Χ	Χ	Χ	Х	Χ	Χ	Х					
General Service and Repair Shop																Χ	Χ	Х	Χ	Χ	Х					
GlassAuto, Plate, and Window																Χ	Х		Χ	Χ	Х					\Box
GlassStained and Leaded														Χ	Χ	Χ	Х	Х	Χ	Χ	Х					
Greenhouse or Nursery																Χ	Χ		Χ	Χ	Х					
Group Assembly, <250 persons												S	S		Χ	Χ	Χ	Х	Χ	Χ	Х	S	S	S		\Box
Group Assembly, >250 persons												S	S		S	S	Χ	S	S	S	S	S	S	S		
Health Club												Х	Χ	Х	Χ	Χ	Χ	Х	Χ	Χ	Х		Х			
Ice Kiosk, Automated															Χ	Χ		Х	Χ	Χ	Χ					
Interior Decorator												Х	Х	Χ	Χ	Χ	Χ	Х	Χ	Χ	Х		Χ			
Iron Work																Χ			Χ	Χ	Х					
Janitorial Service															Χ	Χ	Х	Х	Χ	Χ	Х					
Karate, Instruction															Χ	Χ	Χ	Х	Х	Х	Χ					
Kennels																Χ			Χ	Χ	Х					
Keys, Locksmith															Χ	Χ	Χ	Х	Χ	Χ	Х					
Laboratories, Medical												Х	Х		Χ	Χ	Χ		Χ	Χ	Χ	Х	Χ	Χ		
Laboratories, Testing															Χ	Χ	Χ		Χ	Χ	Χ					
Laundries, Self-Service														Х	Χ	Χ			Χ	Χ	Χ					
Lawn, Tree, and Garden Service																Χ			Χ	Χ	Χ					
Liquor Store															Χ	Χ	Χ	Х	Χ	Χ	X					
Livestock, Auction																			Χ	Χ	X					
Lumber, Building Material																			Χ	Χ	X					
Manufactured Home Sales																			Χ	Χ						
Massage Parlor																			X ⁹							╷╗

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USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															\Box
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	СН	MU	CBD	Ī	GI	_	CM-RS-8	CM-R	CM	cn	۵
Motor Vehicle Sales, Rental (Automobiles)	ш					<u> </u>	ш.		ш		ш	0			0	s	S	0	X^3	X^3	X ³	0				-
Motor Vehicle Sales, Rental (Other Than																										
Automobiles)																S	S		Х	Х	Х					i
Motor Vehicle Service 12																Χ	Χ		Х	Х	Х					
Movie Theater															Х	Χ	Χ	Х	Х	Х	Х					
Music or Dancing Academy															Χ	Χ	Χ		Х	Χ	Х					
Offices												Χ	Х	Х	Х	Χ	Χ	Х	Х	Х	Х	X^5	X^5	X^5		
Optical Dispensaries												Х	Х		Χ	Х	Χ	Х	Х	Х	Х	Х	Х	Х		
Pawn Shop																Χ		Х	Х	Χ	Χ					
Payday Loan, Title Loan, or Check-Cashing Service																Х			Х	Х	Х					
Personal Service Establishment														Χ	Χ	Х	Χ	Х	X	X	X					
Pet Crematory																			S	S	S					
Pet Funeral Home															Х	Х			X	X	X					
Pet Shops															Χ	Χ	Χ	Х	Х	Χ	Х					
Pharmacies, Apothecaries												Χ	Х	Х	Χ	Χ	Χ	Х	Х	Х	Х	Х	Х	Χ		
Plasma Donation Center																			Х	Χ	Χ			Χ		
Radio, TV, or Recording Studio																Х	Χ	Χ	Х	Χ	Х					
Radio and Television Transmission Towers															S	S		S	S	S	S				S	
Rap Parlor																			X ⁹							1
Reducing and Weight Control Service												Χ	Х		Χ	Χ	Χ	Χ	Х	Χ	X	Х	Χ	Х		
Restaurant and Carry-Out Restaurant														Х	Χ	Χ	Χ	Х	Х	Χ	X					
Restaurant, Drive-In																Χ			Х	Χ	Χ					
Restaurant, Specialty														Χ	Χ	Χ	Χ	Χ	Χ	Χ	X					
Restaurant, Specialty -Limited												S	S	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ	S	S	S		
Retail Shop, other than enumerated elsewhere															Х	Х	Х	Х	х	х	х					ı
Salvage and Surplus Merchandise																Χ			Χ	Χ	Χ					
Sauna																			X9]	i
Sheet Metal Shop																Χ			Х	Χ	X					
Shopping Center, Community																Χ	Χ		Χ	Χ	Χ					
Shopping Center, Neighborhood															Χ	Χ	Χ		Χ	Χ	Χ					
Shopping Center, Regional																Χ	Χ		Χ	Χ	Χ					
Specialty Shop												Χ	Х	Х	Х	Χ	Χ	Χ	Χ	Χ	Χ		Х			
Tavern																Χ		Χ	Χ	Χ	Χ				$oxed{oxed}$	
Taxidermy Studio												.,	L.,	L.,		S	.,		S	S	S					
Veterinary Office		ļ	<u> </u>	<u> </u>	<u> </u>	ļ		<u> </u>		<u> </u>		Χ	Х	Х	X	X	X		X	X	X		Х	ļ	Ш	
Veterinary Clinic]														Χ	Χ	Χ		Х	Χ	X	<u> </u>			Ш	

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USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															\exists
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	CH	MU	CBD	豆	GI		CM-RS-8	CM-R	CM	CU	Δ.
Veterinary Hospital	<u> </u>									<u> </u>						Х	X	_	X	Х	X					≐
Vehicle Sales, Rental (Non-Motorized)																Χ	Х		Х	Χ	Х					\dashv
Vehicle Wash														Χ		Χ			Χ	Χ	Х					\neg
Wholesaling, Wholesale Establishments																Χ		Χ	Χ	Χ	Χ					\exists
Winery, Artisan ²⁹														Х	Х	Χ		Х	Χ	Χ	Х					\Box
Wireless Telecommunications Towers,																										\exists
Antennas ¹⁷	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	S	s	S	S	S	s	s	s	s	s
Wrecker/Towing Service, Wrecker Storage									_	_					_			_					_		_	Ť
Yard ¹²																			Χ	Х	Х					
INDUSTRIAL			<u> </u>	<u> </u>		<u> </u>																				
Manufacture, Storage, Distribution of:	1			1																						
Abrasive Products																			Х	Х						
Asbestos Products																			S							-
Automobile Dismantlers and Recyclers ⁷																			S ⁷							\exists
Automobile Manufacture																			X	Χ						
Automobile Parts and Components																										_
Manufacture																			Χ	Χ						
Automobile Seats Manufacture																			Χ	Χ						\exists
Bakery Goods, Candy																			Χ	Χ	Χ					
Boat Manufacture																			Χ	Χ						
Bottling Works																			Χ	Χ	Χ					\Box
Brewery ²⁰																			Χ	Х	Х					\Box
Canned Goods																			Х	Χ						\neg
Chemicals																			Χ							\Box
Composting Facility																			S						S	
Contractor's Storage, Indoor																Х		Χ	Χ	Χ	X					
Contractor's Yard or Storage, Outdoor																			Χ	Χ	Χ					
Cosmetics																			Χ	Χ	Χ					
Custom Wood Products																		Χ	Χ	Χ	Χ					
Distillery ²⁰																			Χ	Χ	Х					
Electrical or Electronic Equipment,																										
Appliances, and Instruments																			Χ	Χ	Χ					
Fabricated Metal Products and Machinery																			Χ	Χ	Χ				Ш	
Fertilizer	<u> </u>																		Χ			<u> </u>				
Food and Beverage Products except animal																					V					
slaughter, stockyards, rendering, and brewery		-			-														X	X	Х				\longmapsto	
Furniture and Fixtures																			Х	Χ					ш	

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USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															$\overline{}$
																						80				
	15	12	10	ω	9	4		RM 12	RM 16	۲	R MO	2			4			D				CM-RS-8	CM-R	_		
	RS	RS	RS	RS	RS	RS	RD	M	S	RS-A	N N	OG R	90	C	CF ¹⁴	СН	MU	CBD	Ξ	<u>5</u>	_	₽	S	S	CO	Д
Jewelry																			Х	Х	Х					
Leather and Leather Products except tanning																										
and finishing																			Χ	Х	Χ					
Leather and Leather Products, Tanning and																										
Finishing																			Χ							
Lumber and Wood Products																			Χ	Х						
Mobile Home Construction																			Χ							
Musical Instruments																			Χ	Х	Χ					
Office/Art Supplies																			Χ	Х	Χ					\neg
Paints					1														Χ	Х						\neg
Paper Mills																			S							一
,																										一
Paper Products excluding paper and pulp mills																			Х	Х						
Petroleum, Liquified Petroleum Gas and Coal																										\neg
Products except refining																			S							
Pharmaceuticals																			Х	Х	Х					$\overline{}$
Photographic Film Manufacture																			Х	Х						$\overline{}$
Pottery, Figurines, and Ceramic Products																			Χ	Х	Χ					\neg
Primary Metal Distribution and Storage																			Χ	Х						
Primary Metal Manufacturing																			Х	Х						
Printing and Publishing																Х	Χ	Х	Х	Х	Х					\dashv
Rubber and Plastic Products except rubber or																										
plastic manufacture																			Х	Х						
Rubber and Plastic Products, Rubber and																										-
Plastic Manufacture																			Х	Х						
Saw Mills																			X						\vdash	_
Scrap Processing Yard																			S						\vdash	_
Scrap Metal Processors																			S						\vdash	_
Scrap Metal Distribution and Storage																			S						\vdash	_
Secondary Material Dealers																			S						\vdash	
Silverware and Cutlery		1	1	1	1	1		1	1	1				1					X	Х	Х		1	1	$\vdash \vdash$	\dashv
Small Moulded Metal Products		 	 	1	1	 	1	1	1	1									X	X		<u> </u>	1	1	\vdash	\dashv
Sporting Goods		 	 	1	1	 	1	1	1	1									X	X	Х		1	1	\vdash	\dashv
Stone, Clay, Glass, and Concrete Products		1	1	1	1	1		1	1	1				1					X	X			1	1	$\vdash \vdash$	\dashv
Textile, Apparel Products, CottonFactoring,		1	1	1	1	1		1	1	1				1									1	1	$\vdash \vdash$	\dashv
Grading																			Х	Х	Х					
Textile, Apparel Products, Cotton Gin		İ		Ì	ĺ			Ì	Ì										Χ	Х				Ì		\neg
Tire Manufacture																			Χ	Х						\neg
Tobacco Products																			Χ	Х						\neg

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USES PERMITTED ³						ZC	NIN	G DI	STR	ICTS	3															
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	СН	ИИ	CBD	王	lЭ	П	CM-RS-8	CM-R	CM	CU	Ь
Toiletries																			Х	Χ	X					
Transportation Equipment																			Χ	Χ	X					
Warehousing, Transporting/Distributing 18																			Х	Х	X					l
Winery ²⁰																			Х	Χ	Χ					
TRANSPORTATION AND PUBLIC UTILITIES																										
Bus Terminal or Service Facility																Χ			Х	Χ	Х					
Garbage or Refuse Collection Service																			Х	Х						
Refuse Processing, Treatment, and Storage																			S							
Gas, Electric (Including Solar Farms), Water,																										
Sewerage Production and/or Treatment																										l
Facility,																			Х	Х	S					l
Landfill ¹⁹																			S							
Post Office or Postal Facility														Χ	Х	Χ	Χ	Х	Χ	Х	Χ					
Telephone or Communication Services															Х	Χ	Χ	Х	Х	Х	Х					
Electric Transmission, Gas Piping,																										
Water/Sanitary Sewer Pumping Station	Χ	Χ	Χ	Χ	Χ	Χ	Х	Χ	Χ	Χ	Х	Χ	Х	Χ	Х	Χ	Χ	Х	Χ	Х	X	Х	Х	Χ	Χ	Х
Taxicab Dispatch Station																Χ			Х	Χ	X					
Freight Terminal, Service Facility																X			Х	X	X					
OTHER																										
Advertising Sign																Χ			Х	Χ	X					
Home Occupations	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		Х			Х					S ¹¹	S ¹¹	S ¹¹		l
Junkyard																			S							
Recycling center																S			Х	Χ	Χ					
Self-Service Storage Facility ¹⁶														S	S	Χ	S		Х	Х	X					
Temporary Mobile Recycling Center															S	S			S	S	S				S	

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APPENDIX A - ZONING

TABLE 2. BUFFER ZONE REQUIREMENTS.

			MURFREESBORO R ZONE REQUIREMENTS	Revised 7/18/19
TYPE		LAND USES	TYPICAL PLAN VIE	EWS
	PROPOSED CH, CF, MU	EXISTING CM-R, CM-RS-8 OG-R, OG CL, CU, H-I, G-I, L-I, P	PROPOSED	EXISTING
	CL	RM, R-MO, CM, CM-R CM-RS-8, OG-R, OG, CH CF, CU, H-I, G-I, L-I, P, MU		
	CU	RM, R-MO, CM, CM-R CM-RS-8, OG-R, OG CM, CH CF, H-I, G-I, L-I, P, MU		
	H-I, G-I, L-I	CL, CH, CF, CU, MU		
	CM, CM-R, CM-RS-8 OG-R, OG	RM, R-MO, CL, CH CF, CU, H-I, G-I, L-I, P, MU	CH, CF 10.	CL
	RM	CM, CM-R, CM-RS-8, OG-R, OG CL, CH, CF, CU, H-I, G-I, L-I, P, MU	Property L	ine
	R-MO	RM, CM, CM-R, CM-RS-8, OG-R OG, CL, CF, CH H-I, G-I, L-I, P, MU		
	CL	RS, R-D, RS-A		
B	CM, CM-R, CM-RS-8 OG-R, OG	RS, R-D, RS-A	CL 10°	D D RS, RD, RZ
	CH, CF, MU	RM, R-MO		22.502.50
(\cap)	CU	RS, R-D, RS-A	, (LDL 🗻 🛦	
9	H-I, G-I, L-I	CM, CM-R, CM-RS-8 OG-R, OG	HI, LI 12.	CM-R, CM
	R-MO	RS, R-D, RS-A, RM	Property Li	na.
	RM	R-D, RS-A, R-MO		
	RM CH, CF, MU H-I, G-I, L-I	RS RS, R-D, RS-A RM, R-MO, P		00
	, . , . , . ,		CH, CF 15° Property	RS, RD, RZ
	H-I, G-I, L-I	RS, R-D, RS-A	HI, LI 20°	RS, RD, RZ,
			3 20 .	
K	Shade Tree: A large tree gro deciduous, that is planted to p inch caliper at planting.	owing to over 40' in height at maturity, usually provide canopy cover shade. Minimum 2 ½ - 3	Large Evergreen Shrub: An upright plant growing 10' to 20' in heig purposes. Minimum 3 ft. ht. at planting.	ht at maturity that is planted screening
	Ornamental Tree: A small to maturity that is planted for ae	o medium tree, growing 15' to 40' in height at sthetic purposes such as colorful flowers, b. Minimum 1 ½ inch caliper at planting.	Medium Evergreen Shrub: A plant growing 5' to 10' in height at ma purposes. Minimum 2 ft. ht. at planting. Evergreen Shrub: A shrub having foliage that remains green throug	
Y		Free: A tree having foliage that remains green anted for screening purposes. Minimum 6 ft.	planted for screening purposes. Minimum 4 ft. at planting. **TYPICAL DIAGRAMS ON FOLLOWING PAGE**	

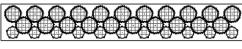
[Ord. No. 17-O-14 §8, 06-08-17; Ord. No. 17-O-25 §17, 08-17-17; Ord. No. 17-O-36 §8, 08-31-17; Ord. No. 19-O-14, 07-18-19]

SCALE: 1" = 30'

15' PLANT YARD

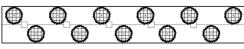
TYPE D

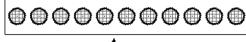
TYPE D - OPTION 1



TYPE D - OPTION 2 -WITH Min. 6' MASONRY WALL OF FENCE -FENCEWALL LOCATION MAY VARY BY SITE

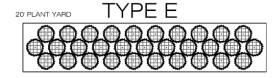
TYPE D - OPTION 3
-WITH 3' TALL BERM
-3' PLANTING SHELF
-WITH TYPE A OPT. 2
LANDSCAPE







TYPE E - OPTION 1

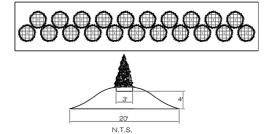


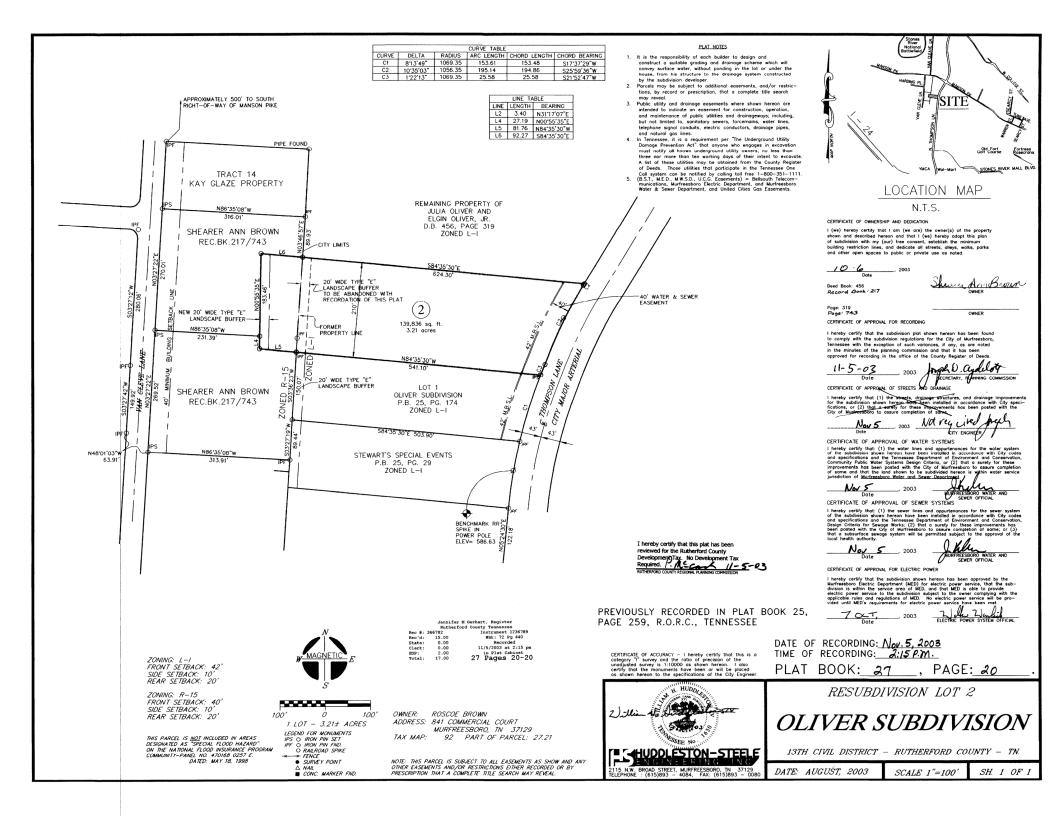
APPENDIX A - ZONING

TYPE E - OPTION 2 -WITH Min, 6 MASONRY WALL OR FENCE -FENCE/WALL LOCATION MAY VARY BY SITE -TYPE B LANDSCAPE OPT. 1 OR 2



TYPE E - OPTION 3 -WITH 4' TALL BERM -3' PLANTING SHELF -TYPE B LANDSCAPE OPT. 1 OR 2





		C	URVE TABLE		
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	813'49"	1069.35	153.61	153.48	S17'37'29"W
C2	10'35'03"	1056.35	195.14	194.86	S25'59'57"W
C3	0102214"	10/9 35	25.50	25.58	C01*E2'47"W

	LINE TABLE	
LINE	BEARING	LENGTH
L1	N03*25'40"E	30.25
L2	N31"17'07"E	3.40

C3 01°22'14" 10G4.35 25.58 25.58 \$21°52'47"W

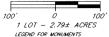
REMAINING PROPERTY OF JULIA OLIVER AND ELGIN OLIVER, JR. D.B. 456, PAGE 319 ZONED L-I 624.30 2 -CITY LIMITS 121,583 sq. ft MAJOR ARTERIAL) Ŗ S84*35'30"E ZONED TANE 541.10 , MOSTMORIZ. 20' WIDE TYPE "E" LANDSCAPE BUFFER LOT 1 OLIVER SUBDIVISION P.B. 25, PG. 174 18 ZONED L-I S84'35'30"E 503.90" Jennifer M Gerhart, Resister Mytherford County Tennessee Rec.#: 31093 Instrument 1148414 Rec'd: 0.00 Eight: 0.00 Clerk: 0.00 Eiph: 2.00 9/20/2002 at 2:55 pa Total: 17.00 in Plat Cabuget STEWART'S SPECIAL EVENTS P.B. 25, PG. 29 ZONED L-I in Plat Cabinet 25 Pages 259-259 BENCHMARK RR SPIKE IN POWER POLE TO SELEVE 586.63

ZONING: L-I FRONT SETBACK: 42' SIDE SETBACK: 10' REAR SETBACK: 20'

RONALD C. BALL

250\646

THIS PARCEL IS <u>NOT</u> INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY-PANEL NO. 47149CO 260 F DATED: NOV. 25,1999



LEGEND FOR MONUMENTS
IPS O IRON PIN SEI
IPF O IRON PIN FOR.
O RAILROAD SPIKE

FINCE
SURVEY POINT

A NAIL
CONC. MARKER FND.

OWNER: JULIA OLIVER et al ELGIN OLIVER JR. ADDRESS: P.O. BOX 1442 MURFREESBORO, TN 37133-1442 92 PARCEL: 27.21

DEED BOOK: 456, PAGE: 319

NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOW AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.

PLAT NOTES It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the tot or under the house, from his structure to the drainage system constructed

by the subdivision developer Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.

may reveal.

Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including,

and maintenance of public utilities and drainageways: including, but not limited to, sanistatory severs, forcemoins, valet lines, telephone signal conduits, electric conductors, drainage pipes, and notural gas lines.

In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act 'that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Coll system can be notified by coiling foil free 1–800–351–1111, mainclations, furfreesbook Center Construction Construction of the County Register of College and the County Register of Deeds. Those utilities that participation the Tennessee One Coll system can be notified by coiling foil free 1–800–351–1111. The control of the County Register of College County Register of Deeds. The County

SITE

LOCATION MAP

N.T.S.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

9-142007

Deed Book: 456

Page: 319

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulations for the City of Murfreesboro. Tennessee with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register of Deeds.

9-11-02 Joseph D. Carllott Grant Commission Certificate of Approval of Streets and Drainage

I hereby certify that (1) the streets, drainage structures, and drainage improvement for the subdivision shown hereon have been installed in accordance with City specifications, or (2) that a surely for these improvements has been posted with the City of Murrresoboro to assure completion of some.

SEPT. 17 2002 Kennth N. Haye

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shows hereon hove been installed in accordance with City codes and specifications and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a surety for these of some and that the subdivision of the State of St

CRTIFICATE OF APPROVAL OF SEWER SYSTEMS

hereby certify that: (1) the sever insex and opentenances for the sever system of the suddivision shown hereon have been installed in accordance with City codes and specifications and the lennessee Department of Environment and Conservation, Design Criteria for Sevage Works. (2) that a surety for these improvements has been posted with the City of Murfereshoro to assure completion of same; or (3) that a subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage system will be permitted subject to the approval of the local health or subsurface sevage subsurface sev

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

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DATE OF RECORDING: Sept. 20,2002 TIME OF RECORDING: 2:55 P.M.

PLAT BOOK: <u>25</u>, PAGE: <u>259</u>



CERTIFICATE OF ACCURACY — I hereby certify that this is a category T survey and the ratio of precision of the unadjusted survey is 1:100000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.

I.W. BROAD STREET, MURFREESBORO, TN 37129 ING: 893 - 4084, FAX: 893 - 0080

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required. The 9-17-62

> FINAL PLAT LOT 2 **OLIVER SUBDIVISION**

13TH CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: JULY. 2002

SCALE 1"=100'

SH. 1 OF 1



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	comp.	leted	by	app	licant
-------	-------	-------	----	-----	--------

APPLICANT: Clyde Rountree/ Hu	ddleston-Steele Engineering	
Address: Tax map #092-01400	City/Stat	te/Zip:Murfreesboro, TN
Phone: 615.893.4084	E-mail address:	rountree.associates@yahoo.com
PROPERTY OWNER: Norman	Brown	
Street Address or property description: Tax map #092	2-01400, Murfreesboro, TN	
and/or Tax map #: 92		Parcel (s): 01400
Existing zoning classification: RS		
Proposed zoning classification:		+/- 0.35 AC
Contact name & phone number for papplicant):		
E-mail:		
APPLICANT'S SIGNATURE (requipment) DATE: 9.14.23		
*******For Office Use Only******		*********
•	MPC YR.:	MPC #:
Amount paid:	Receipt #:	
•	-	Revised 7/20/2018

9.13.2023

Greg McKnight, Planning Director 111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139

Re: Rezoning Request

Described as Tax Map 092, Parcel 01400 consisting of .35 +/- ac. to be rezoned from RS-15 to L-1.

Dear Mr. Greg,

On behalf of our client, Roscoe Brown, we hereby request the rezoning of the property identified by tax map 092 and parcel 01400, consisting of approximately .35+/- acres from RS-15 to L-1. The purpose for this rezoning is to increase the area zoned L-1 for additional parking area.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,

Clyde Rountree, RLA

Clipte Plant

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

6:00 P.M. CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, 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. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 11, 2023 and October 18, 2023 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the minutes of the October 11, 2023 and October 18, 2023 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

MINUTES OF THE MURFREESBORO **PLANNING COMMISSION**

NOVEMBER 1, 2023

Public Hearings and Recommendations to City Council:

Mandatory Referral/ROW Abandonment [2023-728] to consider the abandonment of

a right-of-way on property at 1935 Northwest Broad Street, Huddleston-Steele

Engineering, Inc. on behalf of 84 Lumber Company applicant. Ms. Amelia Kerr

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 request; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the Mandatory

Referral/ROW Abandonment subject to all recommended conditions contained in the staff

report; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

Zoning application [2023-414] for approximately 0.35 acres located along Van Cleve

Lane to be rezoned from RS-15 to L-I, Norman Brown applicant. Ms. Margaret Ann

Green presented the Staff Comments regarding this item, a copy of which is maintained

in the permanent files of the Planning Department and is incorporated into these Minutes

by reference.

4

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

NOVEMBER 1, 2023

Mr. Clyde Rountree (landscape architect) and Mr. Norman Brown (developer) were in

attendance for the meeting. Mr. Clyde Rountree explained the request was for an expansion

to the parking lot. There will be a substantial amount of vegetation between the parking

lot expansion and Van Cleve Lane. There is no connection to Van Cleve Lane proposed.

Chair Kathy Jones opened the public hearing.

1. Mr. Bill Russell, 1411 Van Cleve Lane – voiced his concerns regarding drainage.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green explained the applicant would be required to meet the City's

stormwater management requirements with this proposal.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the

zoning application subject to all staff comments; the motion was seconded by Mr. Chase

Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

Zoning application [2023-411] for approximately 0.15 acres located along East Castle

Street to be rezoned from RD and CCO to PRD (East Castle Manor PRD) and CCO,

BA Homes, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding

5

ORDINANCE 23-OZ-37 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.35 acres along Van Cleve Lane and North Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Light Industrial (L-I) District; Norman Brown, applicant, [2023-414].

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

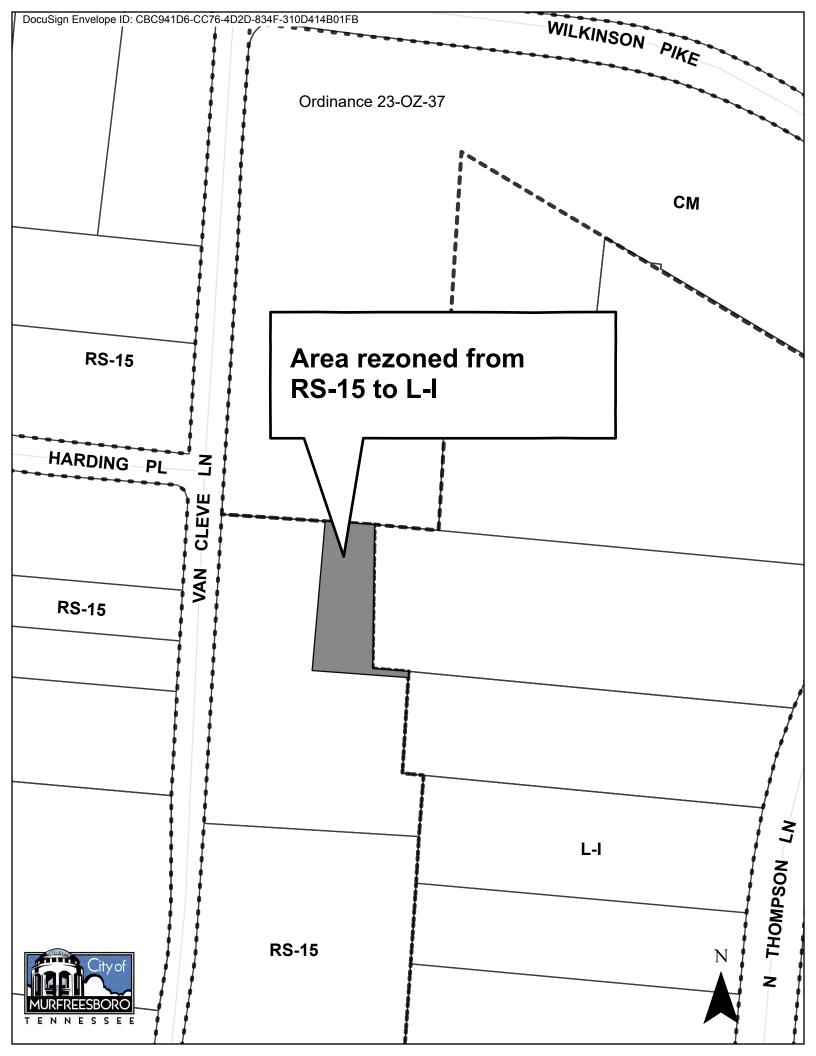
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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 Light Industrial (L-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Shane McFarland, Mayor
APPROVED AS TO FORM:
Docusigned by: Adam 7. Tucker
Adam F. Tucker City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Rezoning property along East Castle Street

[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Rezone approximately 0.15 acres located along the north side of East Castle Street west of South University Street.

Staff Recommendation

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

The Planning Commission recommended approval of the rezoning.

Background Information

BA Homes, LLC presented a zoning application [2023-411] for approximately 0.15 acres located along the north side of East Castle Street to be rezoned from RD (Duplex Residential District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on November 1, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of two single-family attached homes.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will strengthen the identity of downtown as a place to live, work, and play.

Attachments:

- 1. Ordinance 23-0Z-38
- 2. Maps of the area
- 3. Planning Commission staff comments from 11/01/2023 meeting
- 4. Planning Commission minutes from 11/01/2023 meeting
- 5. East Castle Manor PRD pattern book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 1, 2023 PROJECT PLANNER: HOLLY SMYTH

6.c. Zoning application [2023-411] for approximately 0.15 acres located along East Castle Street to be rezoned from RD and CCO to PRD and CCO (East Castle Manor PRD), BA Homes, LLC applicant.

The subject property is located on the north side of East Castle Street west of South University Street and involves one parcel. The site is identified as Tax Map 102D, Group D, Parcel 015.00 (also known as 529 East Castle Street) and contains approximately 6,500 square feet of lot area. This single parcel is proposed to be rezoned from Duplex Residential (R-D) district and City Core Overlay District (CCO) to Planned Residential District (East Castle Manor PRD) and CCO. The proposed PRD would accommodate 2 single-family attached dwelling units, equating to **13.33** dwelling units to the acre.

Adjacent Zoning and Land Uses

The surrounding zone districts are primarily R-D (Duplex Residential District) with RM-16 (Multi-Family Residential District) and PUD (Planned Unit District) zoning to the south, as more particularly shown on page 3 of the program book. The surrounding land uses are predominantly single-family detached, followed by the Housing Authority's apartment complex that is approved for redevelopment, and Patterson Park Community Center.

Proposed PRD

The overall layout is best seen on pages 8 &10 of the program book, which also includes basic site data. The PRD is being requested to allow for 2 single-family attached dwelling units as part of a horizontal property regime (HPR) to allow separate home ownership. The residential units are most similar to what would be allowed in a R—D zone district.

Both dwellings will be available for sale via the HPR. The developer proposes that "all single-family attached homes developedshall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The buildershall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity."

Design: The two single-family attached dwelling units will be a minimum of 1,500 square feet and will both contain three bedrooms. The architecture is craftsman bungalow style with front-entry garages (which are 62.5% of the front façade) and small front porches. Each unit will have a 1-car garage with decorative window-panel at the top and 2 surface parking stalls in front of the garage, as shown on page 10 of the program book. A total of 6 parking stalls are required for the project with 6 being provided on site.

Greenspace: Given the existing adjacent R-D zoning and R-D comparative district, no formal landscape, perimeter plantings, or landscape buffers are required. However, the CCO still requires that 15% of the site be open space and 50 square feet of private open space per unit be provided. Page 14 of the program book depicts the location of some on-site landscape beds, landscaping separating the driveways, and proposed private open space areas. Private open space is shown on the front and rear porches. The builder will install sod in all front yards and seed and straw the side and rear yards. There is some rear yard separation fencing as shown in the program book between the units.

Proposed setbacks and layout are depicted on page 10 of program book and summarized as follows:

- 22' front "build-to" setback line along East Castle Street (CCO would require 21' "build-to" line)
- 5' side yard setbacks
- 25' rear yard setback

Exception(s) Requested: Page 16 of the Program Book shows the comparison for this development to the R-D district with the requested exceptions shown in red text. The following seven exceptions are being requested:

- 1) Increase density from 10.9 to 13.33 units per acre (+2.43 more density)
- 2) Decrease minimum lot size for a two-family dwelling from 8,000 sf to 6,500 sf (-1,500 sf)
- 3) Decrease minimum lot width for a two-family dwelling from 55 feet to 50 feet (5' reduction)
- 4) Reduce one car garage interior clear space from $11'4" \times 20'$ to $11'x \times 19'$ with an additional bump-out area for water heater and trash-bin storage
- 5) Increase width of garage façade from 50% up to 62.5% of the overall front façade width
- 6) Allow four surface parking spaces to be located in front of the 2 homes (CCO regs require parking to be located to the side or rear of a building, and no more than 1 parked in the front setback)
- 7) Increase the "build-to" line of 21' based on the CCO average to 22' (1' increase) to allow parking

Future Land Use Map

The newly adopted future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, recommends that the subject property develop primarily with a *Mixed Form Housing* land use character (see excerpt map below). Mixed Form Housing is 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. Development in these areas should focus on forms that relate to the public street, provide architectural details, front porches, windows and awning treatments, and transition well with adjacent properties. Infill development should be designed so that two-family, three-family, and four-family residential buildings resemble traditional single-family buildings. The comprehensive plan calls out RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD zoning districts as being compatible with this designation.



Based on the elevations provided in the PRD, the proposed PRD appears to be consistent with the *Mixed Form Housing* designation of the Future Land Use Map of the Comprehensive Plan. However, to better relate to adjacent properties, the lower portion of the building should incorporate a brick water table around the base

Department Recommendation

Staff is supportive of this rezoning request, with the minor modification to the architecture materials discussed above, for the following reasons:

- Redevelopment of the subject property is appropriate in this instance, as it is located in an area of the CCO where existing two-family type buildings are more appropriate given the Patterson Complex and large scale apartment on the southside of the road;
- 2) The two-family unit is compatible with the existing and surrounding RD zone district uses.
- 3) It meets the CCO purpose of "promoting reinvestment in Downtown Murfreesboro and surrounding neighborhoods" which will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area; and
- 4) Compact, dense development is desirable in and around downtown and promotes walkability.

Action Needed

The applicant will be in attendance at the meeting to make a presentation. The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss and then formulate a recommendation to City Council.

Attachments:

- -NoOrtho Map-
- -Ortho Map
- -Zoning Ordinance Chart 2 related to R-D District
- -Neighborhood Context
- -Program Book

Revised August 31, 2023

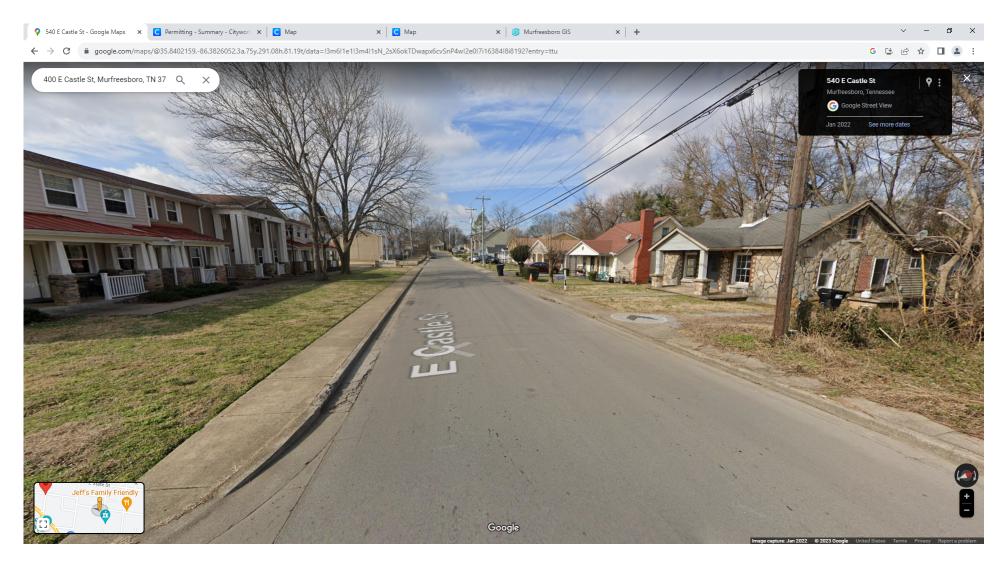
APPENDIX A - ZONING MINIMUM LOT REQUIREMENTS, MINIMUM YARD

REQUIREMENTS AND LAND USE INTENSITY RATIOS

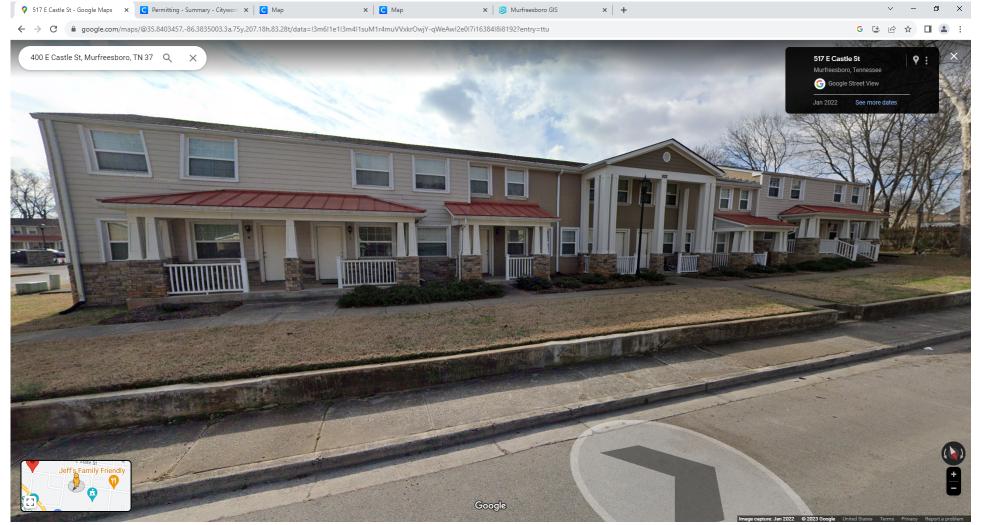
Chart 2 Page 1 of 5

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}				Land Use Intensity Ratios				
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^{[16][39][40]} (Ft.)	Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-15 DISTRICT	BECUFFE	75 ^[12]	40	40.5		0.5	0.0				0.5
Dwellings and other uses permitted	15,000	75	40	12.5	30	35	2.9	none	none	none	25
RS-12 DISTRICT 1. Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25
RS-10 DISTRICT 1. Dwellings and other uses permitted	10,000	65 ^[12]	35	10	25	35	4.4	none	none	none	25
RS-8 DISTRICT 1. Dwellings and other uses permitted ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	20	35	5.4	none	none	none	30
RS-6 DISTRICT 1. Dwellings and other uses permitted ^[28]	6,000	50 ^[12]	35 ^{[1][29]}	5	20	35	7.2	none	none	none	50
RS-4 DISTRICT 1. Dwellings and other uses permitted ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	40
R-D DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28] 2. Two-family dwellings	8,000 8,000	55 ^[12]	35 ^{[1][29]}	5 5	25 25	35 35	5.4 10.9	none	none	none	30 30
 Single-family attached or detached with zero lot line (max. 2 units attached)^{[7][31]} 	4,000	27 ^[12]	35 ^[1]	10 ^[7]	25	35	10.9	none	none	none	none

- -Much of the neighborhood on the northside of the street is single family detached with single story heights
- -Typical building materials are predominantly horizontal siding with some accents
- -None of the housing on the northside along this entire block has front loaded garages, but many park their cars in the front yard or on a gravel driveway



- -The existing Housing Authority Apartments are 2-story with 8-units facing the street in one building
- -New project will be predominantly brick with 1/3 of the façade in vertical cementitious siding
- --The approved new redeveloped site will have two 8-plex buildings with 4 entrys facing Castle on each building with 2-story height.
- -The remaining 4 buildings on the interior of the site will be 3-story heights
- -New project will remove the existing 46 units and replace with 46 units on 2.78 acres (16.55 units per acre density)





2023-411_East Castle Manor PRD_PC_PH final

Page 7 November 1, 2023

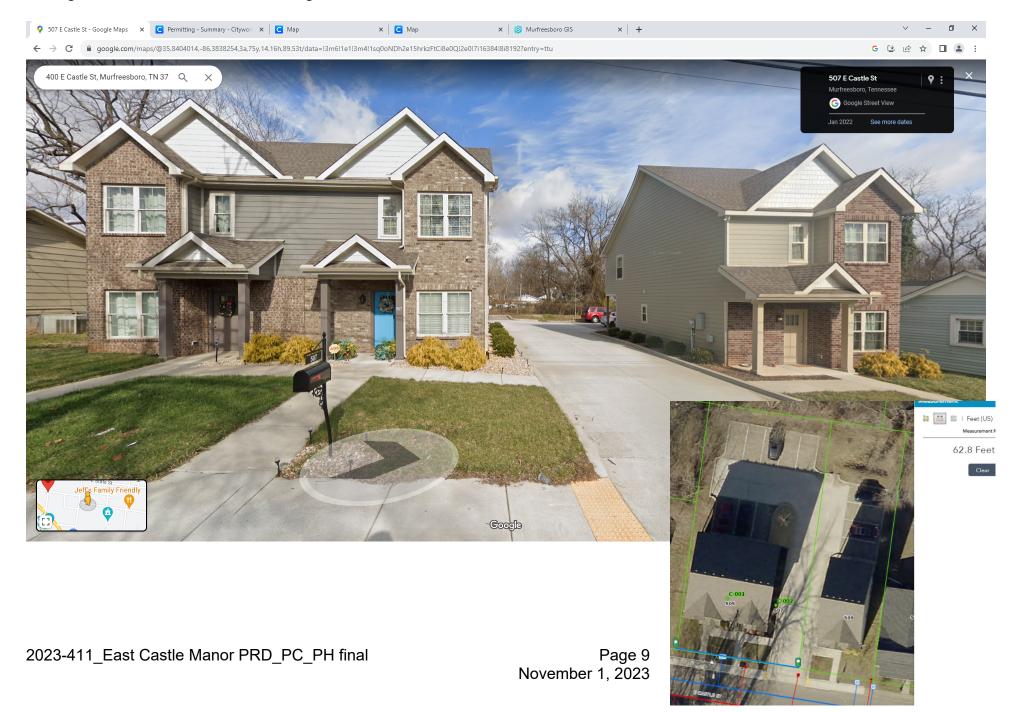




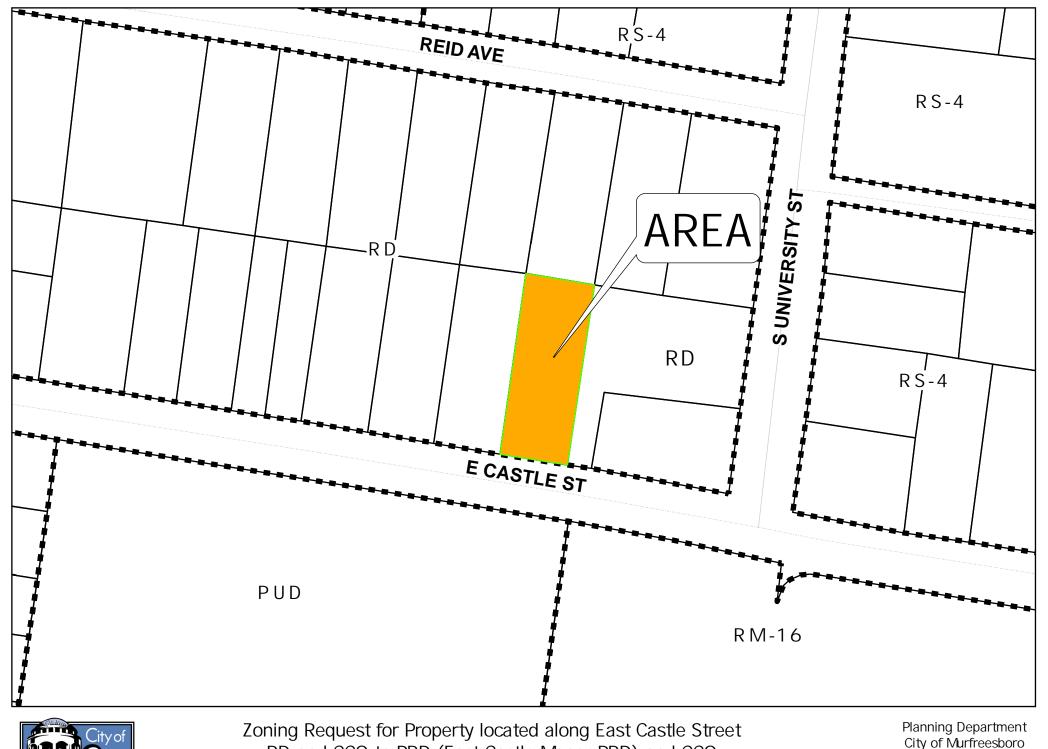
2023-411_East Castle Manor PRD_PC_PH final

Page 8 November 1, 2023

- -Newest duplex on the block is 2-story with brick and horizontal siding and meets the RD lot standards
- -Parking is located in the rear of these 3 housing units









RD and CCO to PRD (East Castle Manor PRD) and CCO

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





Zoning Request for Property located along East Castle Street RD and CCO to PRD (East Castle Manor PRD) and CCO

0 45 90 180 270 360

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



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

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

Procedure for applicant:

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

- 1. A completed rezoning application (below).
- 2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
- 3. A 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: Brian Burns				
	C	ity/State/Zip:Murfreesboro		
Phone: 615-405-5647				
PROPERTY OWNER: Nashville	e Comfort LLC			
Street Address or property description: 529 East Ca	astle Street			
and/or Tax map #: 102	Group: D	Parcel (s): 15.00		
Existing zoning classification: RD				
Proposed zoning classification: PRD Acreage: .149 Acres				
Contact name & phone number for papplicant):		ns to the public (if different from the		
E-mail:				
APPLICANT'S SIGNATURE (requi	ired):	******		
Date received:	MPC YR.:	MPC #:		
Amount paid:	Receip	t #:		

Revised 7/20/2018

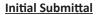
EAST CASTLE MANOR

A REQUEST FOR REZONING FROM RESIDENTIAL DUPLEX (RD)/CITY CORE OVERLAY (CCO) TO PLANNED RESIDENTIAL DISTRICT (PRD)/(CCO)

529 East Castle, Murfreesboro, Tennessee







September 14, 2023

Resubmitted

October 4th, 2023 for the
October 18th, 2023 Planning Commisson Workshop

Resubmitted

October 13th, 2023 for the October 18th, 2023 Planning Commisson Workshop

<u>Resubmitted</u>

October 19th, 2023 for the November 1st, 2023 Planning Commisson Public Hearing

Resubmitted

November 21st, 2023 for the December 7th, 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: BA Homes, LLC
Profession: Developer
Attn: Brian Burns
Phone: (615) 405-5647
Email: brian@bsky.email
Web: www.bahomes.info

6 Public Square South

Murfreesboro, Tennessee 37130

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Not To Scale **AERIAL PHOTOGRAPH**

East Castle Street South University Street

South Highland Avenue

Site Boundary

BA Homes, LLC respectfully requests rezoning of the cacant Nashville Comfort LLC property at 529 East Castle Street from Residential Duplex (RD) to Planned Residential District (PRD) to create East Castle Manor. The property is located along the northern side of East Castle Street, directly northwest of Patterson Park, and due North of the Housing Authority's Parkside Apartments being redeveloped. The site is identified as Parcel 15.00 of Tax Map 102D, and is approximately 0.15 acres.

The request for rezoning to PRD is to create East Castle Manor. The development proposes a single-family attached duplex consisting of two homes on 0.15 acres, for a density of 13.33 dwelling units per acre. Both homes will be for purchase. Homes will be a minimum of 1,500 square feet and provide a maximum of three bedrooms. Each unit will provide a one-car front-entry garage with a decorative door and accented with windows. The home elevations will be constructed of masonry materials to add quality and character to the community. The homes will include porches and back patios to emulate the surrounding architectural characteristics of the neighborhood. Foundation landscaping will be provided along the East Castle Street elevations. There are no roadways proposed within this development. The H.O.A. will maintain the common areas and driveways.



Not To Scale **ZONING MAP**



RD Residential Duplex (RD)

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

RS-4 Residential Single-Family (RS-4)

PUD Planned Unit District (PUD)



The surrounding area consists of a mixture of zoning types and uses. Currently, all adjacent properties to the proposed development are zoned Residential Duplex (RD). Further to the east and west are areas zoned Residential Single-Family (RS-4). The land zoned RM-16 to the south is Patterson Park and is a public land use open to the community. This development is within the City Core Overlay District.

2035 FUTURE LAND USE MAP



The Murfreesboro Future Land Use Map Amendment proposes this area as Mixed Form Housing (MH). The character of this land use includes a mixture of single-family detached and attached housing with traditional residential character, and an emphasis on street facing facades and the pedestrian network. Generally compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD.

The proposed development aligns closely with the Murfreesboro Future Land Use Map in terms of architectural characteristic and emphasis on street facing facades. As per the future land-use plan guidelines, the architecture is designed in such a way to mimic the style of a single-family home.



SUBDIVISION MAP

Not To Scale



Parkside Apartment Complex



Patterson Park



Site Boundary

East Castle Manor is surrounded by a mixture of residential dwelling types. Few parcels in the surrounding area are within subdivisions of record. The illustration above shows the Parkside Apartment Complex and Patterson Park to the south.

Most of the dwellings surrounding this development are one to two-story single-family detached homes. These homes consist of a mixture of masonry materials and vinyl soffits on all elevations.

Parkside Apartment Complex is located directly south of this development across East Castle Street. The approved Housing Authority project across the street will consist a total of six 4-plex buildings. Two of the buildings will front East Castle Street with a 22' setback and a new central pocket park will be provided. The buildings will consist of board and batten siding and brick materials. This development has access to East Castle Street via a two-lane entrance and access to South Highland Avenue via a two-lane entrance. This devleopment is to be redeveloped beginning at the start of next year. The redevelopment consists of townhome style apartments along East Castle Street and apartments at the rear of the development.

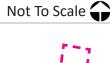
Patterson Park is a park with a community center open to the public and houses multiple amenities including; Wee Care Day Care Center, the Patterson Park Community Center, the Living Water Worship Center, and a number of athletic/sport amenities.



Parkside Apartment Complex Redevelopment Sample Photo



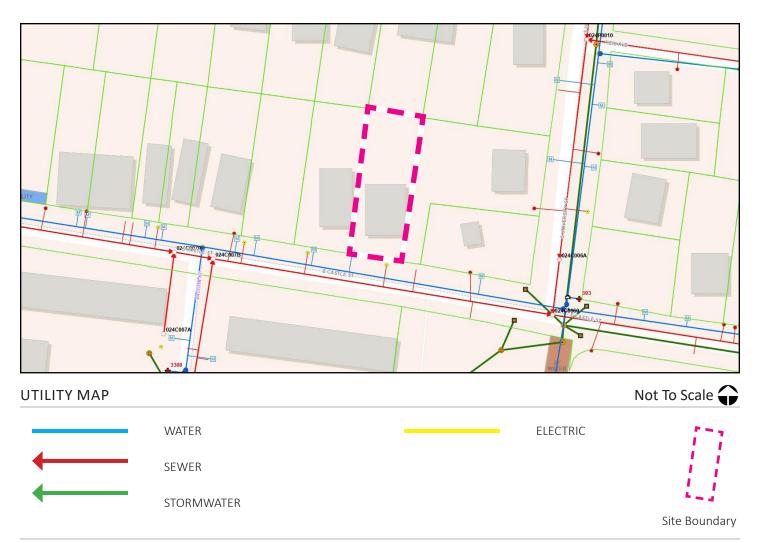
2040 MAJOR TRANSPORTATION PLAN





Site Boundary

The property has/will have access to the existing public right-of-way of East Castle Street through two driveways, one for each residential home. East Castle Street is a local designated street and is not on the City of Murfreesboro's 2040 Major Transportation Plan for any modifications. East Castle Street is currently built as a two-lane roadway with curb and gutter on both sides of the road, and a sidewalk along both sides of the road.



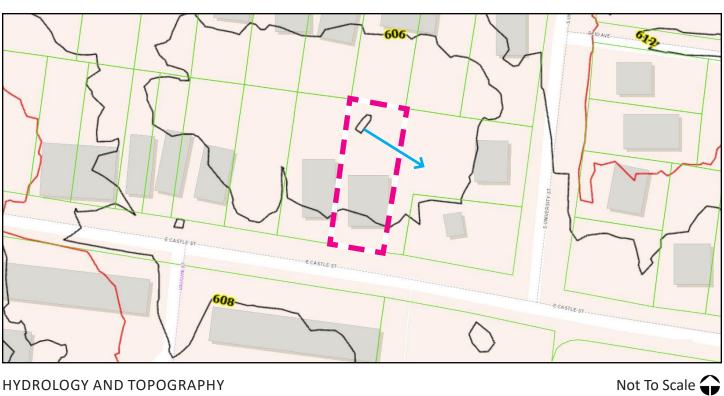


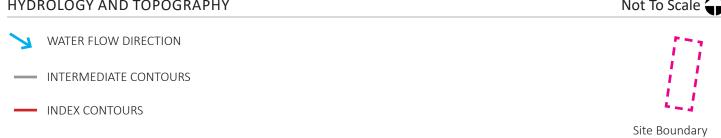
Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 8" cast iron water line along East Castle Street for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" vitrified clay gravity sewer line within the R.O.W. of East Castle Street. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



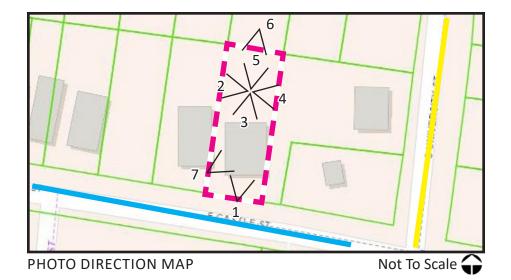
Electric service will be provided by Middle Tennessee Electric. Service will be extended from East Castle Street. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.





The topographic map above shows the site is relatively flat with little grade change. Stormwater from this site either percolates into the ground or exits the site and enters the stormwater system along East Castle Street before ultimately draining into Lytle Creek.

This site lies within Zone X and is not within a 100-year floodplain or a floodway per FEMA Flood Panel 47149C0260J dated May 9, 2023.



East Castle Street South University Street





VIEW FROM MIDDLE OF SITE LOOKING SOUTH



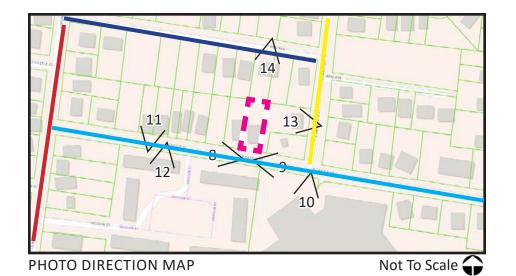


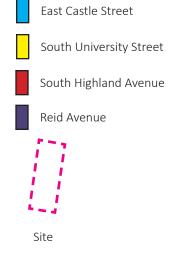




VIEW FROM MIDDLE OF SITE LOOKING NORTH

VIEW FROM CORNER OF ON-SITE PIT LOOKING NORTHEAST

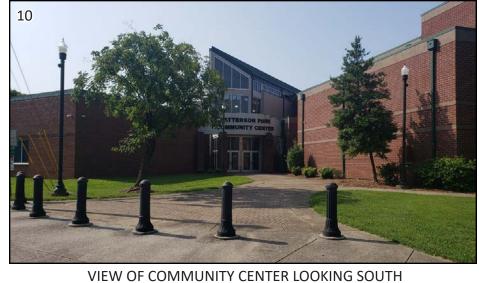






VIEW OF PROPOSED HOUSING AUTHORITY PROJECT LOOKING SOUTH









VIEW OF NEIGHBORING HOME LOOKING WEST



VIEW FROM PROPOSED DRIVEWAY LOOKING WEST



VIEW OF DUPLEX ALONG EAST CASTLE STREET LOOKING NORTH



VIEW OF NEIGHBORING HOME LOOKING SOUTH

Land Use Data

Total Land Area: ±0.15 Acres 2 Homes **Total Number of Homes:** Density: 2 Homes/0.15 Acres = ±13.33 Units/Acre

Maximum Lot Coverage Allowed: 50.00% Lot Coverage Provided:

40%

100 SF (50 per Unit) Required Private Open Space: Provided Private Open Space: 100 SF (50 per Unit)

Parking Requirements

Number of Bedrooms per Unit= 3 Bedrooms (3 Spaces/ Units) = 6 Spaces

Parking Provided:

Driveway Spaces: 4 Spaces Garage Spaces: 2 Spaces Total Parking Provided: 6 Spaces

Existing Tree Canopy

Driveway

Proposed Building

Open Space

SEC, Inc.

SEC Project #23322

Murfreesboro, Tennessee





EXAMPLE OF DECORATIVE MAILBOX



EXAMPLE OF POSSIBLE DECORATIVE WOODEN FENCING



EXAMPLE OF PRIVATE OPEN SPACE



EXAMPLE OF BLACK ALUMINUM FENCE

Development Standards:

- 2 Single-Family Attached homes with 3 bedrooms.
- Single-family attached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- The homes will be a minimum of 1,500 feet of living area.
- Garages will be strictly for parking and not for household storage. This will be implemented through restrictive covenants and enforced by the HOA.
- Homes will have a minimum 1-car front entry garage with decorative garage doors. Driveways shall be a minimum of 16-ft in width.
- Homes shall be recorded and sold as a Horizontal Property Regime (HPR)
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Castle Street, excluding areas for pedestrian and vehicular ingress/egress.
- All mechanical equipment (i.e. HVAC and transformers) to be screened via shrubs or fencing.
- HVAC units will be located at the rear of each residence.
- All on-site utilities will be underground.
- Solid waste shall be handled via individual trash cans stored into notched garages. Cans shall be rolled out to the street on the day of trash pick-up and rolled back after pick-up.
- Mail service will be provided via decorative black mailboxes along East Castle Street to match the surrounding neighborhood character.
- Fencing separating the rear patios shall be a 6-ft tall, decorative, wooden fence.
- Fencing at rear along the side of homes shall be 4-ft tall powdercoated black aluminum.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The driveways will be owned and maintained by an H.O.A.

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2-story
- All units will have a maximum of 3 bedrooms
- All the units will have eaves
- Units along East Castle Street will have front-entry garages with a minimum 16-ft wide driveway.
- Garages will have decorative doors with windows that will complement the building architecture.
- Brick water table to be added around the entire building base.

Building Materials:

All Elevations: Masonry Materials (Brick, Stone, Fiber Cement Board, etc.)

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



Example of Brick
(Different colors, cuts, patterns will be allowed)



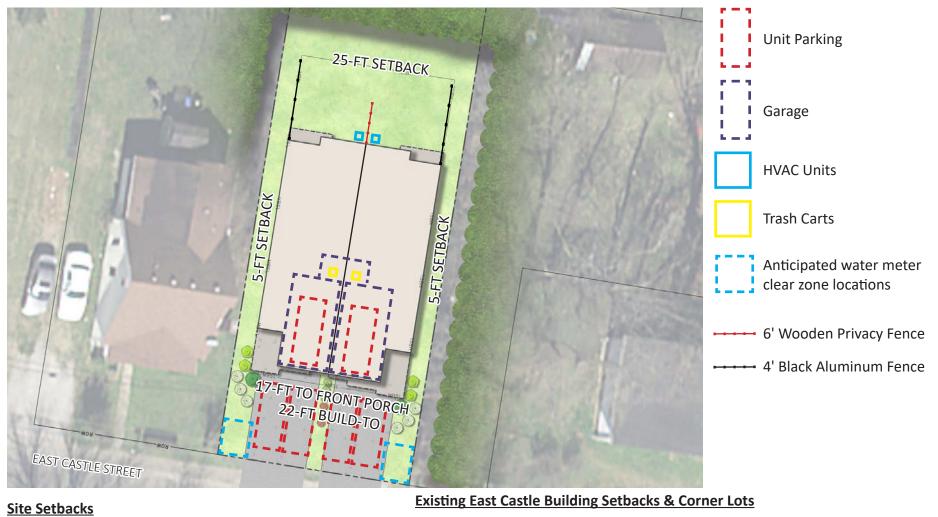
Example of Fiber Cement Board (Different colors will be allowed)



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



Example of Asphalt Shingles (Different colors will be allowed)



*Build-To Line (East Castle Street): 22-feet Side Setback: 5-feet Rear Setback: 25-feet

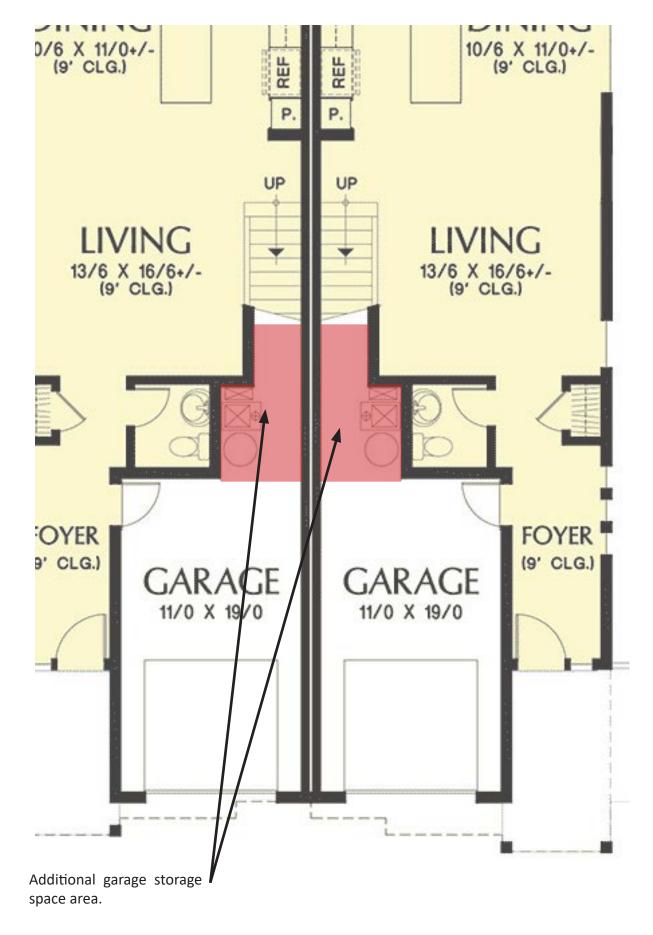
*Requesting increased setbakck by 1-ft.

*Requesting an exception to the required garage interior clear space standard be reduced to 11'x19'. The proposed garage layouts include an additional bumpout area for water heater and trash-bin storage.

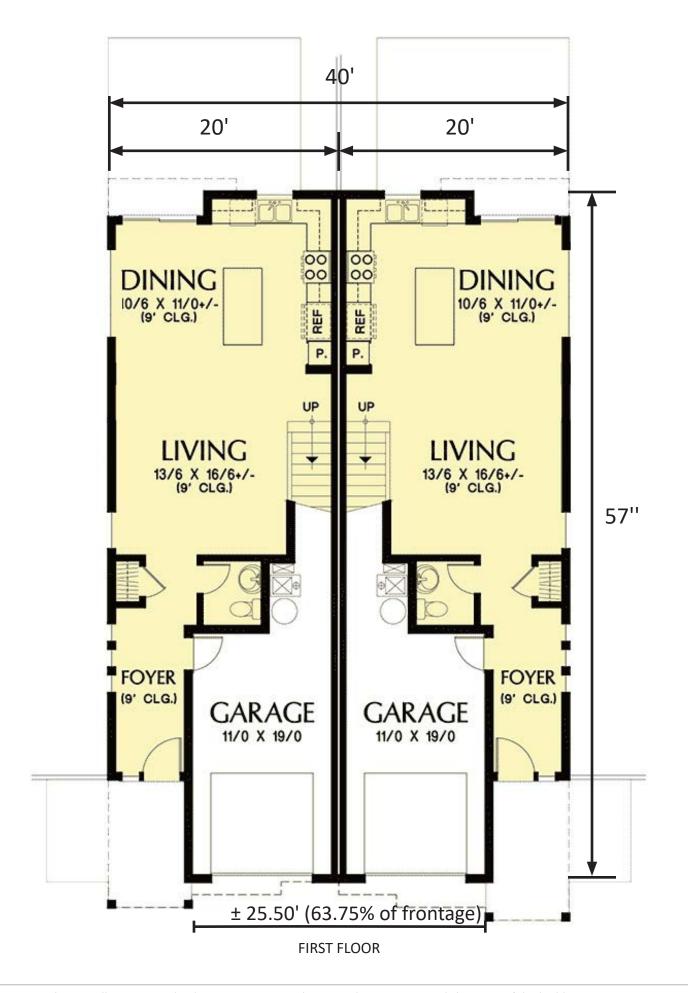
#503: 21-ft #521: 30-ft #505: 20-ft #523: 19-ft #509: 18-ft #527: 16-ft #513: 12-ft #529: 14-ft #517: 25-ft #528: 23-ft (S. University) #519: 30-ft #437: 23-ft (S. Highland)

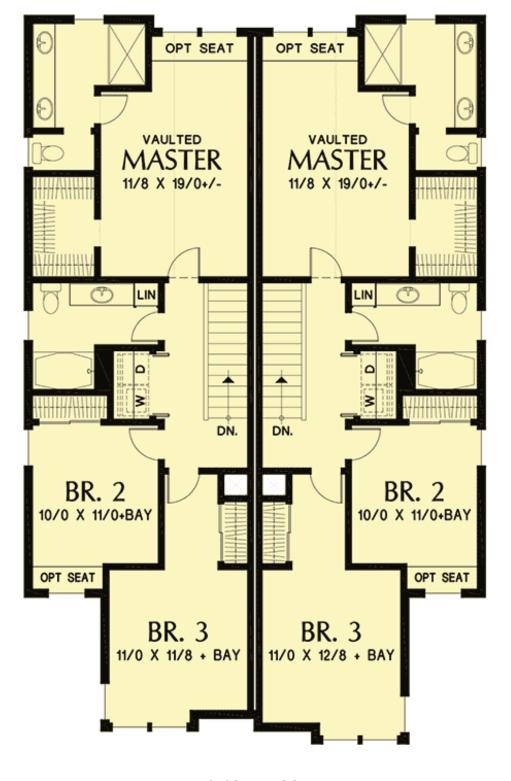
Total: 251-ft

CCO Average Built-to Setback: 21-ft



^{*}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, will meet design guidelines, and CCO regulations unless called out in the PRD exceptions herein.





SECOND FLOOR

^{*}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, will meet design guidelines, and CCO regulations unless called out in the PRD exceptions herein.







REAR ELEVATION



WEST SIDE ELEVATION



EAST SIDE ELEVATION





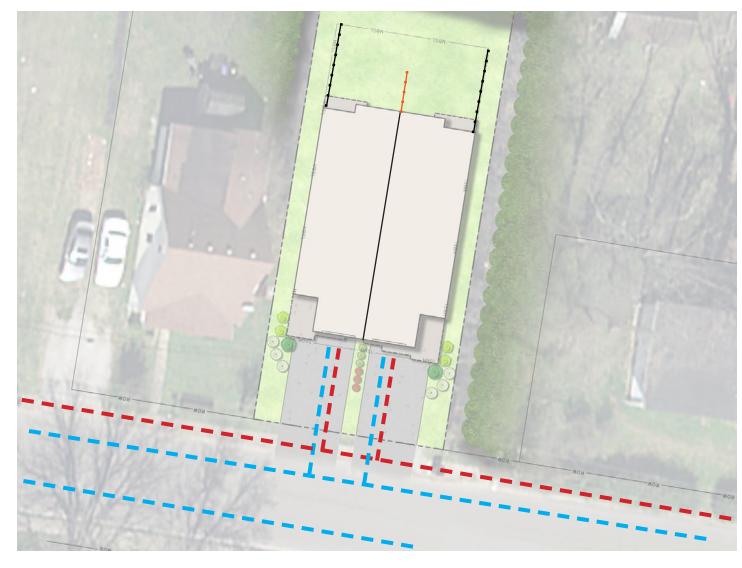
PERSPECTIVE LOOKING SOUTHEAST FROM REAR OF PROPERTY



PERSPECTIVE LOOKING NORTHWEST FROM EAST CASTLE STREET



PERSPECTIVE LOOKING SOUTHWEST FROM REAR OF PROPERTY



VEHICULAR CIRCULATIONPEDESTRIAN CIRCULATION

Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), none of the roadways around this development are slated for improvements. East Castle Street is the only public ROW directly impacted by this development. It is currently built as a 2-lane cross-section with curb, gutter, and sidewalks on both sides of the road and designated as a local street.

As stated above, the primary means of ingress/egress from this site will be onto East Castle Street. Driveways shall be a minimum 16-ft wide and shall be at least 22-ft deep to provide two spaces outside each of the garages. Driveways shall also serve as the pedestrian connection back to East Castle Street. The illustration above shows the proposed driveways within the development and the proposed vehicular and pedestrian circulation paths into and out of the development.

The driveways within the development will be private, and built in accordance with Murfreesboro standards.



PROPOSED LANDSCAPE BEDS

PROPOSED PRIVATE OPEN SPACE

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

Landscaping Characteristics:

- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste shall be handled via individual trash cans stored in notched garages. Cans shall be rolled out to the street on the day of trash pick-up.
- Builder shall install sod in all front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation corners facing East Castle Street. Foundation plantings shall not be required along any other foundation.
- Landscaping will be in conformance with the City of Murfreesboro's CCO district's landscaping requirements
- A minimum of 15% open space shall be provided.
- A minimum of 50 square feet of private open space shall be provided for each unit in the form of front or rear porches per the City Core Overlay (CCO) standards.

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 shown on Pages 3-7 provide the required materials.

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

Response: The exhibits shown on Pages 3-7 provide the required materials.

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 shown on Pages 3-7 provide the required materials.

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

Response: The exhibits shown on pages 8-9 provide the required materials.

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

Response: The exhibits shown on pages 8-9 provide the required materials.

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

TOTAL SITE AREA	6,500 s.f.	0.15 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	3,074 s.f.	0.07 AC	NA
TOTAL LOT AREA	6,500s.f.	0.15 AC	100.00%
TOTAL BUILDING COVERAGE	2,280 s.f.	0.05 AC	37.5%
TOTAL DRIVE/ PARKING AREA	704 s.f.	0.02 AC	10.83%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	5,796 s.f.	0.13 AC	89.17%
TOTAL OPEN SPACE	100 s.f.	0.002 AC	1.54%
FLOOR AREA RATIO (F.A.R.)	NOT REQUIRED		
LIVABILITY SPACE RATIO (L.S.R.)	NOT REQUIRED		
OPEN SPACE RATIO (O.S.R.)	NOT REQUIRED		

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 R-D. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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

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

Response: The project is anticipated to be developed in one phase.

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

Response: This requirement has been addressed on Page 9.

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

Response: See Page 16 for requested exceptions and setbacks.

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

Response: This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). This property is within the City Core Overlay District (CCO). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J Eff. Date 05/09/2023.

12.) The location and proposed improvements of any street depicted on the Murfreesboro 2040 Major Transportation Plan as adopted and as it may be amended from time to time.

Response: Pages 5 & 14 discuss the 2040 Major Transportation Plan.

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

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

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

Response: Page 13-15 show the architectural character of the proposed building and building materials listed.

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

Response: No signage is being proposed with this development.

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	Comparative R-D Type 2	City Core Overlay District (CCO)	Proposed PRD (SFA) Duplex	Comparative, or CCO District Difference
Residential Density				
Maximum Dwelling Units Multi-Family	10.9 Units / Acre	N/A	13.33 Units / Acre	2.43 Units/Acre
Minimum Lot Area	8,000 sqft per duplex	N/A	6,500 sqft	1,500 sqft
Minimum Lot Width	55'	N/A	50'	-5'
Minimum Setback Requirements				
Minimum Front Setback to East Castle Street	30'	21' Build to	22'	+1
Front Proch Encroachment	5'	N/A	5'	0'
Minimum Side Setback	5'	N/A	5'	0'
Minimum Rear Setback to Southern Property Line	25'	N/A	25'	0'
Land Use Intensity Ratios				
MAX F.A.R.	N/A	Not Required	N/A	N/A
Minimum Livable Space Ratio	N/A	Not Required	N/A	N/A
Minimum Open Space Ratio	N/A	Not Required	N/A	N/A
Minimum Open Space Requirement	20%	15%	35%	+20%
Minimum Private Open Space Requirement	N/A	100 SF (1.54%)	100 SF	N/A
Max Height	35'	35'	35'	0'
Lot Coverage	None	Maximum of 50%	40%	-10%

REQUESTED EXCEPTIONS:

- 1. Increase density from 10.9 to 13.33 units per acre (+2.43)
- 2. Allow minimum lot size to be decreased from 8,000 sf to 6,500 sq. ft. (1,500 sq. ft. reduction)
- 3. Requesting an exception that the minimum lot width to be reduced from 55 feet to 50 feet, a 5 foot reduction.
- 4. Requesting an exception to the required one car garage interior clear space be reduced from 11'4" x 20' to 11 feet x 19 feet. The proposed garage layouts include an additional bump-out area for water heater and trash-bin storage.
- 5. Requesting an exception to increase the allowable garage face percentage from 50% to 65%.
- 6. Requesting an exception to allow 4-car surface parking in the front of homes.
- 7. Requesting an exception to the CCO District's Build-To line of 21' to 22 feet (1' increase) to accommodate parking along the front of the homes.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

6:00 P.M. CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, 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. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 11, 2023 and October 18, 2023 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the minutes of the October 11, 2023 and October 18, 2023 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION

NOVEMBER 1, 2023

Mr. Clyde Rountree (landscape architect) and Mr. Norman Brown (developer) were in

attendance for the meeting. Mr. Clyde Rountree explained the request was for an expansion

to the parking lot. There will be a substantial amount of vegetation between the parking

lot expansion and Van Cleve Lane. There is no connection to Van Cleve Lane proposed.

Chair Kathy Jones opened the public hearing.

1. Mr. Bill Russell, 1411 Van Cleve Lane – voiced his concerns regarding drainage.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green explained the applicant would be required to meet the City's

stormwater management requirements with this proposal.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the

zoning application subject to all staff comments; the motion was seconded by Mr. Chase

Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

Zoning application [2023-411] for approximately 0.15 acres located along East Castle

Street to be rezoned from RD and CCO to PRD (East Castle Manor PRD) and CCO,

BA Homes, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding

5

MINUTES OF THE MURFREESBORO **PLANNING COMMISSION**

NOVEMBER 1, 2023

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. Brian Grover (landscape architect) and Mr. Brian Burns (developer) were in attendance

representing the application. Mr. Brian Grover gave a PowerPoint presentation of the

revised 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. Shawn Wright moved to approve the zoning

application subject to all staff comments; the motion was seconded by Mr. Chase Salas

and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay:

None

Annexation petition and plan of services [2023-503] for approximately 5.2 acres

located west of Sanctuary Place, W. Andrew Adams 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.

6

ORDINANCE 23-OZ-38 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.15 acres along East Castle Street from Duplex Residential (RD) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (East Castle Manor PRD); BA Homes, LLC, applicant, [2023-411].

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

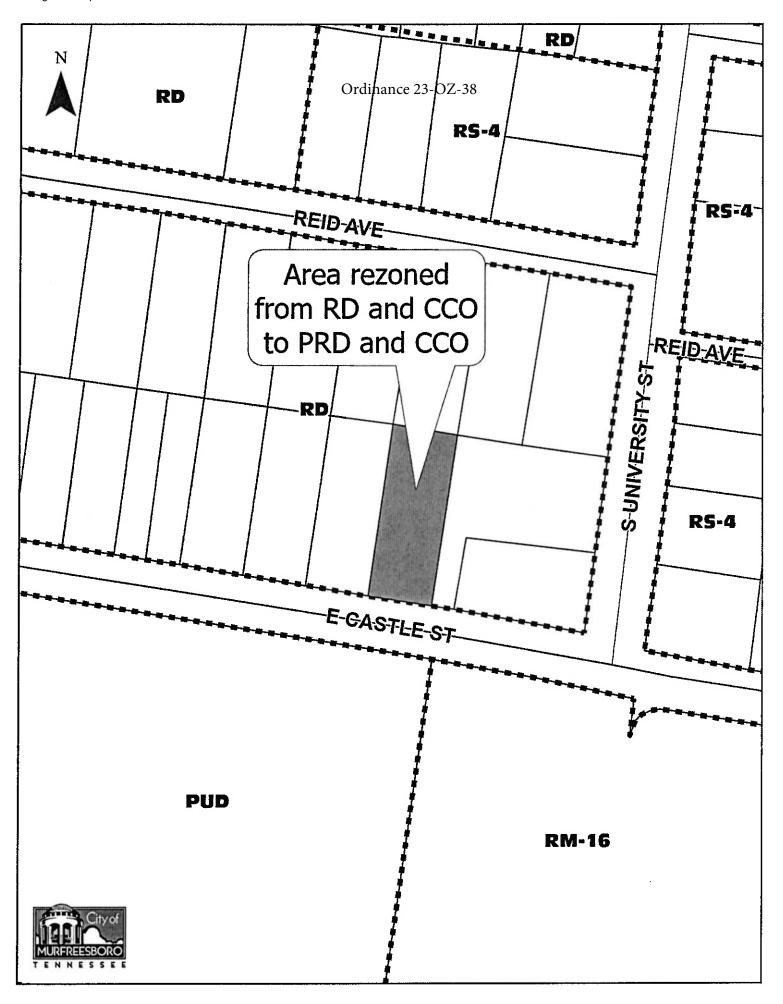
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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 and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

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

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

 Item Title:
 Planning Commission Recommendations

 Department:
 Planning

 Presented by:
 Matthew Blomeley, AICP, Assistant Planning Director

 Requested Council Action:
 Ordinance

 Resolution
 ☑

 Motion
 □

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

П

Staff Recommendation

Schedule public hearings for the items below on January 11, 2024.

Direction

Information

Background Information

During its regular meeting on December 6, 2023 regular meeting, the Planning Commission will conduct public hearings on the items listed below. After the public hearings, the Planning Commission is expected to take action on them. If any of the items below are withdrawn or recommended for deferral or denial by the Planning Commission, then Staff will remove them from this recommendation at the Council meeting.

- **a.** Zoning application [2023-417] for approximately 48.3 acres located along Old Fort Parkway to be rezoned from CH & PSO to PCD (Stones River Town Centre PCD) & PSO, Kimley-Horn representing Sterling Organization applicant.
- **b.** Zoning application [2023-418] for approximately 7.3 acres located along Northwest Broad Street and West Vine Street to be rezoned from CH & CCO to PUD (Keystone on Broad PUD) & CCO, approximately 0.1 acres to be rezoned from CBD & CCO to PUD & CCO, and approximately 0.4 acres to be rezoned from CH & CCO to CBD & CCO, HRP Residential applicant.
- **c.** Proposed amendment to the City Zoning Ordinance [2023-803] pertaining to miscellaneous revisions to the following sections:
 - Section 2: Definitions:
 - Section 6: Amendments;
 - Section 7: Site Plan Review;
 - Section 9: Standards for Special Permit Uses;
 - Section 24: Overlay District Regulations, Article VI. CCO, City Core Overlay District;

- Section 25: Temporary and Accessory Structures and Uses;
- Section 26: Off-Street Parking, Queuing, and Loading;
- Section 28: Non-Conformities;
- Chart 1: Uses Permitted by Zoning District (including Chart 1 endnotes); and
- Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes)

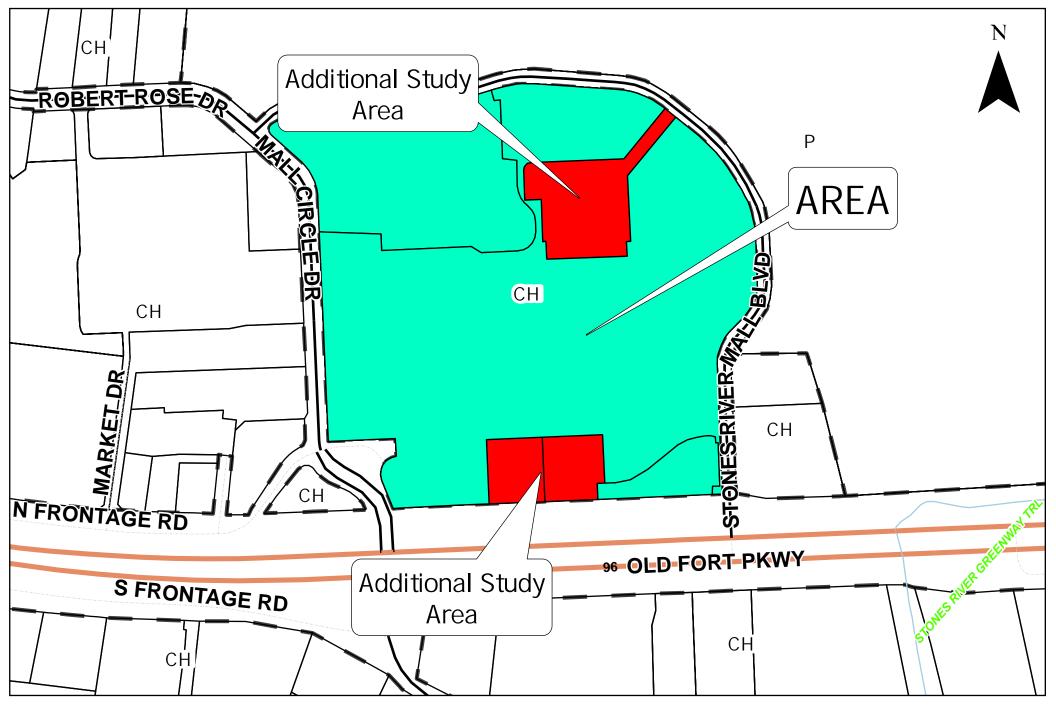
City of Murfreesboro Planning Department applicant.

Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

- 1. Map for zoning application for approx. 48.3 acres located along Old Fort Parkway
- 2. Map for zoning application for approx. 7.8 acres located along Northwest Broad Street and West Vine Street

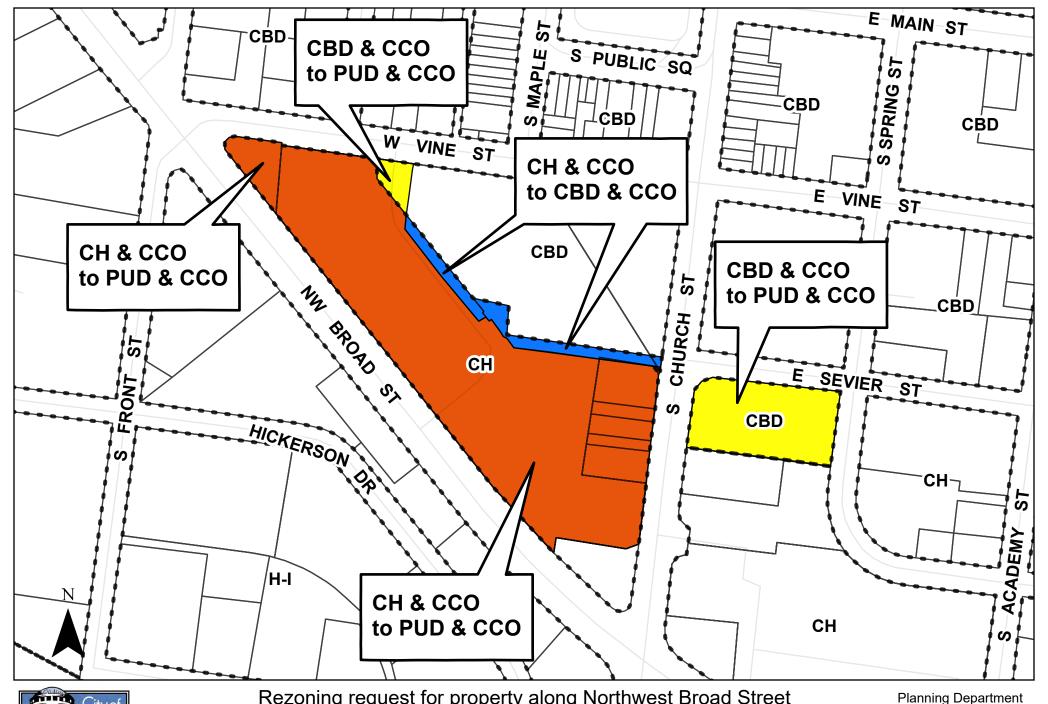




Zoning Request for Property located along Old Fort Parkway
CH and PSO to PCD (Stones River Town Centre PCD) and PSO

0 425 850 1,700 Feet

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





Rezoning request for property along Northwest Broad Street CBD, CH, & CCO to PUD (Keystone on Broad PUD) & CCO; and CH & CCO to CBD & CCO

1,125

■US Feet

187.5 375 750

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

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Purchase of property in Runway Protection Zone		
Department:	Airport		
Presented by:	Chad Gehrke, Airport Director		
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	\boxtimes	
	Direction		

Summary

Purchase of 1816 Herald Lane which is located in the Airport's Runway Protection Zone.

Information

Staff Recommendation

Authorize staff to purchase property at 1816 Herald Lane for appraised value of \$321,000.

Background Information

The current Airport Layout Plan approved by the FAA and TDOT - Aeronautics Division and adopted 2013 identifies several properties on the south end of the airport which are located within the Runway Protection Zone (RPZ). The City is obligated to take reasonable steps to clear the RPZ.

One of the properties within that zone is 1816 Herald Lane. Previously, the City agreed with TDOT to purchase the identified properties funding become available. The property owner has expressed an interest to sell this property. The City obtained appraisals and present an offer, which the owner accepted. State funding for the purchase is being pursued. In the meantime, the purchase will be funded by the City.

Council Priorities Served

Maintain public safety

For the maintenance of the safety of the pilots that use the airport and citizens around the Airport, the land within the Runway Protection Zone should be acquired by the City, cleared, and maintained as open space.

Fiscal Impact

The expense, \$321,000, will be funded from \$40,000 through the FY24 CIP and the remaining balance coming from the Airport fund. Alternative funding is also being pursued as well.

Attachments

Airport Layout Plan Ultimate Drawing

Airport Layout Plan – Ultimate Drawing LEXISTING AND ULTIMA RUNWAY 36 END ELEV 613.6' RWY HIGH POINT REILS. **1816 Herald Lane** PROPERTIES IN RPZ TO BE ACQUIRED PROPERTIES -IN RPZ TO 3E ACQUIRED L:1,000' IW:500'

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title:	Professional Services Contract – Armory Drive Realignment		
Department:	Engineering		
Presented by:	Chris Griffith, Executive Director		
Requested Coun	icil Action:		
	Ordinance		
	Resolution		
	Motion	\boxtimes	
	Direction		
	Information		

Summary

Professional Services Contract for the realignment of Armory Drive.

Staff Recommendation

Approve contract with Kimley-Horn Inc. for the Armory Drive realignment project.

Background Information

Staff requested a proposal from Kimley Horn, Inc. for the preliminary and final design for the realignment of Armory Drive. This realignment is included within the proposed improvements that TDOT has planned for the I-24/Old Fort Interchange.

This design realigns Armory Dr. approximately 500 feet to the north, connecting it with the existing Sam Walton Drive intersection. The proposed design is a three-lane curb and gutter section with sidewalks on each side. This project also includes signal improvements at the new Armory Dr, Thompson Lane, and Sam Walton intersection. A map outlining the realignment is included within the proposal for your review.

Council Priorities Served

Expand Infrastructure

Realignment of this intersection will improve traffic flow and help alleviate congestion in this highly developed area.

Fiscal Impact

The cost of this work, \$255,900, is funded within the FY22 and FY24 CIP Budgets.

Attachments

Professional Services Contract from Kimley Horn Inc.

INDIVIDUAL PROJECT ORDER NUMBER 118073200-01

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Murfreesboro, Tennessee (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 26, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Armory Drive Realignment

KH Project Manager: David Corley Project Number: 118073201

Specific Scope of Services:

Project Understanding

The realignment of Armory Drive will generally follow the proposed alignment shown in Attachment A, approximately 1,000 feet in length. The realignment will connect Armory Drive to N Thompson Lane at the existing signalized intersection with Sam Walton Drive. The existing connection of Armory Drive to N Thompson Lane will be closed. The proposed typical section of the realigned Armory Drive will have three 12-foot travel lanes, curb & gutter (6-24), 2-foot grass strips and 5-foot sidewalks. The minimum right-of-way width will be 60 feet. The design speed of the realigned Armory Drive will be 30 MPH. The project will address the design of a signal modification at N Thompson Lane, Sam Walton Drive, and the realigned Armory Drive.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination coordination with the City to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project.
- Project Kick-off Meeting consists of scheduling, setting the agenda, and producing meeting minutes for one project kick-off meeting.
- Plans Review Meetings consists of scheduling, setting the agenda, and producing meeting minutes for up to three plan review meetings at project milestones (30%, 60%, and 100% design plans).
- Project Meetings consists of scheduling, setting the agenda, and producing meeting minutes for up to three additional project meetings as needed throughout the project.
- Project Administration administrative and accounting activities related to the day-to-day management of the project.

Task 1 Kimley-Horn Deliverables:

1. Agendas and meeting minutes for each meeting referenced above (one electronic copy, Adobe PDF format)

Task 2 - Existing Conditions Survey

Task 2.1 – Field Survey

Through the use of a sub-consultant, a full engineering design survey will be performed along the proposed Armory Drive alignment from existing Armory Drive to Thompson Lane. The DTM width will be 200' centered on the proposed realignment centerline, 125' width along the existing centerline, and 100' width between N Thompson Ln and the realignment. The proposed survey limits are shown in Attachment B.

A combination of traditional ground survey methods along with mobile lidar will be used to collect topographic and roadway features. Field survey services will be used to collect underground utilities, storm and sanitary inverts. Right-of-way (ROW) lines and property tracts will be resolved throughout the survey limits. Deliverables will consist of planimetrics, contours, digital terrain model and classified lidar data. CADD deliverables will be in MicroStation and Geopak formats per TDOT CADD standards.

Task 2.2 – Data Collection

Kimley-Horn will perform up to two site visits to review the existing conditions along the corridor, check the field survey deliverable, and collect digital photography to assist with design efforts in later tasks.

Task 2 Kimley-Horn Deliverables:

- MicroStation file with topographic survey of project corridor (one electronic copy, MicroStation v8i DGN format)
- 2. Existing topographic surface TIN file
- 3. Right-of-Way Acquisition table (one electronic copy, Microsoft excel format)

Task 3 – Traffic Engineering Study

Task 3.1 - Traffic Data Collection

Through the use of a sub-consultant, Kimley-Horn will collect peak-hour (6-9 am and 3-7 pm) turning movement counts (TMC) at the following intersections:

- North Thompson Lane and Sam Walton Drive
- North Thompson Lane and Armory Drive (existing alignment)

Peak-hour counts will include pedestrian, bicycle counts and heavy vehicle counts.

Task 3.2 - Traffic Engineering Study Kickoff Meeting

Kimley-Horn will meet virtually with City of Murfreesboro staff to discuss the overall project and specifics regarding the needed traffic evaluation. The following material will be prepared to use as discussion material for this kickoff meeting:

- Existing TMC's
- Background growth rate research and calculations
- Research of Planned/programmed transportation improvements in the project vicinity
- Trip generation calculation for the development potential in the undeveloped area adjacent to the proposed realigned Armory Drive.
- Preliminary peak-hour traffic volumes for the new intersection of Armory Drive and Sam Walton Drive

Task 3.3 - Traffic Analysis

Following the Kick-off Meeting described in Task 3.2, Kimley-Horn will complete an intersection capacity analyses of the new Armory Drive alignment and North Thompson Lane to confirm expected Horizon Year operations. The analysis will be completed using Synchro 11.0 software and Highway Capacity Manual methodology. Expected delay and queueing will be documented.

The results of the evaluation will be used for the developing recommendations on the recommended intersection geometrics to be implemented as part of this project.

Kimley-Horn will prepare a technical memorandum that will summarize the data collection, methodology, analysis results, conclusions, and recommendations for lane configurations, signal phasing and storage lengths for the intersection. Kimley-Horn will submit a draft to the City of Murfreesboro for review and comment. Kimley-Horn will revise the memorandum based on the comments received and submit a final technical memorandum to the City of Murfreesboro in PDF format.

Task 3 Kimley-Horn Deliverables:

Traffic Analysis Technical Memorandum (one electronic copy, Adobe PDF format)

Task 4 - Geotechnical Exploration Services

Through the use of a sub-consultant, geotechnical exploration services will be provided along the project corridor. The purpose of the exploration will be to explore site and subsurface conditions and to develop geotechnical recommendations for the design and construction of the planned roadway realignment.

Task 4.1 – Site Reconnaissance

This task will consist of:

- Observe and document the surface conditions and topographic features on the site
- Mark planned exploration locations by pacing distances and estimating right angles from existing site landmarks, by using a hand-held GPS unit, or station stakes provided by others
- Adjust test locations as needed to avoid overhead or identified underground utilities or other surface obstructions.

Surveying for horizontal control or elevation is not included in this scope.

Task 4.2 – Soil Borings

Up to three soil test borings will be advanced along the planned alignment. The borings will be extended to a depth of 15 feet below existing grades, or refusal, whichever is shallower. Exploration of refusal materials is not planned. This task will consist of:

- Soil test borings by conventional auger drilling
- Split-barrel testing and sampling of soil in general accordance with ASTM D1586 (SPT sampling)
 while drilling above auger refusal, typically with 4 samples in the top 10 feet, and then every 5 feet
 thereafter until boring termination
- Collect up to two bulk samples of representative materials from expected cut areas
- Checking borings for the presence of groundwater upon completion of auger drilling
- Backfilling the boreholes with auger cuttings and apply a patch of like materials where pavements are penetrated

Task 4.2 - Test Pits

Up to three test pits will be advanced along the planned alignment. Test pits will be excavated to either the maximum reach of the equipment (typically about 8 to 12 feet) or refusal, whichever is shallower. Exploration of refusal materials is not planned. A geotechnical professional will observe the test pits, visually classify the materials encountered using the Unified Soil Classification System (USCS) as a guide and collect representative samples. A pocket penetrometer or dynamic cone penetrometer test may also be conducted at regular intervals if zones or strata consisting mostly of soil are encountered. Test pits will be checked for groundwater upon completion and then will be backfilled with excavated materials by tamping with the excavator bucket.

Task 4.3 – Pavement Section Measurements

Existing pavement section thickness will be measured at up to three locations. These locations will be along the existing Armory Drive alignment that will be maintained in the final design. Asphalt will be penetrated using a portable coring machine or a core attached to a drill rig. Asphalt thickness will be measured at the test locations. Each pavement core will be photographed, and individual layer thicknesses will be measured for different asphalt courses, if present and visible. The base stone will be penetrated using either a hand auger or drill rig to measure its thickness. Laboratory testing of the recovered asphalt cores is not planned. Upon completion of field activities, the core location will be backfilled, and a surface patch of like materials will be applied. Excess cuttings will be removed from the site and each location will be photographed after drilling, backfilling, and clean-up.

Task 4.4 – Laboratory Testing

After returning soil samples to the laboratory, this task will consist of:

- Visually classify soil samples using the USCS (ASTM D2487 and D2488) as a guide
- Test select soil samples for moisture content (ASTM D2216)
- Test select soil samples for Atterberg Limits (ASTM D4318) or grain size (ASTM D1140 or D6319)
- Test one soil sample for Proctor compaction testing (ASTM D698)
- Not every soil sample will be tested

Task 4.5 - Geotechnical Report

Following completion of field and laboratory work, a geotechnical report will be prepared consisting of a narrative text and geotechnical drawings with boring logs and laboratory test data. The report will be submitted in electronic (PDF) format. The completed report will present the data collection and will address the following:

- General information regarding the suite and subsurface conditions, addressing soil stratigraphy, changes in soil lithology and bedrock occurrences, as well as groundwater measures shown on individual test records
- Results of laboratory tests performed
- Recommendations for site preparation, addressing the criteria for stripping, excavation, reuse of on-site materials as compacted fill, undercutting of unsuitable materials, subgrade remedial treatments, temporary and permanent slopes, and criteria for compacted fill
- Comments about whether or not flexible pavements sections construction based on City of Murfreesboro's standard pavement section appear appropriate based on the subsurface data obtained (detailed pavement design is not included)
- General comments and recommendations regarding geologic hazards, such as karst conditions

Task 4 Kimley-Horn Deliverables:

1. Geotechnical Report (one electronic copy, Adobe PDF format)

Task 5 – Environmental Studies

The project is located in the Stones watershed (HUC 05130203); the West Fork Stones River is located approximately 2,000 feet from the project corridor. Land use surrounding the project corridor consists of commercial and retail developments, grassed fields, and mixed pine-hardwood forests. A desktop analysis based off of the National Hydrography Dataset, National Wetland Inventory, topographic maps, and aerial imagery indicates that the proposed project corridor will <u>not</u> cross any streams or ponds.

Task 5.1 - Project Meetings and Agency Coordination

In an effort to manage the jurisdictional determination process, Kimley-Horn will coordinate as needed with the project team, the US Army Corps of Engineers (USACE), and the Tennessee Department of Environment and Conservation (TDEC). These coordination meetings will address environmental feature verification, proposed plan discussions and environmental permit coordination.

Task 5.2 - Jurisdictional Waters of the U.S. / State of Tennessee Field Studies

- Conduct field level studies to delineate the jurisdictional features on the subject site, as defined by the USACE 1987 Wetland Delineation Manual and subsequent regional supplements; Part 328 of Title 33, Code of Federal Regulations.
- Complete the USACE Wetland Data Forms for each representative wetland/upland sampling site.
- Using a Trimble GeoXT GPS Unit, map the wetland boundaries (if present) and other relevant features.
- Complete the Rapid Bioassessment Protocols for Use in Streams and Wadable Rivers Habitat Assessment Forms, which the USACE uses to determine mitigation credits.
- A TDEC Qualified Hydrologic Professional will prepare wet weather conveyance and stream determinations, as defined by the TDEC Division of Water Pollution Control - Hydrologic Determination methodology.
- Prepare a summary report describing the findings that includes the routine wetland determination data forms, Hydrologic Determination forms, Habitat Assessment forms, a photo summary, and delineation map.

Task 5.3 - Endangered Species Review

Kimley Horn will perform initial consultation with the Tennessee Department of Environment and Conservation, Division of Natural Heritage (DNH) and the U.S. Fish and Wildlife Service (USFWS) IPaC data base to identify the likelihood of presence of threatened or endangered species along the proposed corridor and whether the project would adversely affect listed species or designated critical habitat.

Kimley-Horn understands that the purpose of the project is to gain endangered species clearance for the development site. Kimley Horn will review the project area and determine the presence or absence of potential habitat for listed species identified by the DNH and the IPaC during the initial consultation. Kimley-Horn will then report findings to the FWS. If habitat is present in the project area, Kimley-Horn will initiate additional coordination with the FWS under a separate scope.

Task 5.4 - Jurisdictional Determination Report and USACE Verification

• Kimley-Horn will prepare and submit documentation to request that the USACE verify the jurisdictional boundaries. Jurisdictional determination forms, wetland data forms, required maps

- and figures, and associated documentation will be delivered to USACE as part of this verification request.
- The task consist of the preparation and submittal of a Preliminary or Approved Jurisdictional Determination. The type of determination will be made following the completion of Task 5.2, and whether potentially non-jurisdictional features are evident on-site.

Task 5.5 - Hydrologic Determination Report and TDEC Verification

- Kimley-Horn will prepare and submit a required Hydrologic Determination Report to TDEC Division
 of Water Pollution Control to verify State regulated streams and wet weather conveyances. This
 report will be completed by a Qualified Hydrologic Professional.
- Kimley-Horn will coordinate and conduct a one (1) day field verification site visit with the TDEC.

Task 5 Kimley-Horn Deliverables:

- 1. Jurisdictional Determination Report for USACE (one electronic copy, Adobe PDF format)
- 2. Hydrologic Determination report for TDEC (one electronic copy, Adobe PDF format)

Task 6 - Preliminary Design Services

Task 6.1 – Preliminary Roadway Design

Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current City of Murfreesboro roadway design standards. The preliminary plans will be prepared to conform to TDOT's current MicroStation and Geopak CAD standards. The plans will consist of the following sheets:

- Title Sheet with index
- Roadway Typical Sections
- Present Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Driveway Profiles
- Culvert Cross Section(s)
- Traffic Signal Modification Plan
- Preliminary Signing and Marking
- Roadway Cross Sections

Task 6.2 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans (30% complete) to the City for review and comment. Kimley-Horn will meet with the City to discuss the City's comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task 6.3 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements. Kimley-Horn will utilize the current version of the Cost Estimate Tool provided by TDOT's Strategic Transportation Investments Division to prepare preliminary cost estimate.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered

as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 6 Kimley-Horn Deliverables:

- 1. Preliminary Plans package (one electronic copy, Adobe PDF format)
- Preliminary Engineer's Opinion of Probable Construction Cost (one electronic copy, Adobe PDF format)

Task 7 - Right-of-Way Design Services

Task 7.1 – Right-of-Way Design Plans

Upon completion of Task 6, Kimley-Horn will prepare the right-of-way design plans in accordance with TDOT's Roadway Design Guidelines and current City of Murfreesboro roadway design standards. The plans will be prepared to conform to TDOT's current MicroStation and Geopak CAD standards and will provide appropriate detail to support Right-of-Way acquisition. The plans will consist of the following sheets:

- Title Sheet
- Index with Standard Drawings
- Roadway Typical Sections
- Detail Sheets
- Right-of-Way Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Culvert Cross Section(s)
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plans
- Traffic Signal Modification Plan
- Signing and Marking
- Roadway Cross Sections

Task 7.2 - Right-of-Way Design Submittal and Review

Kimley-Horn will submit Right-of-Way design plans to the City for review and comment. Kimley-Horn will meet with the City to discuss the comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task 7 Kimley-Horn Deliverables:

1. Right-of-Way plans package (one electronic copy, Adobe PDF format)

Task 8 - Right-of-Way Acquisition Services

Task 8.1 – Right-of-Way Exhibits and Legal Descriptions

Through the use of a sub-consultant, tract surveys, right-of-way/easement exhibits, and legal descriptions will be provided for specified tracts. It is assumed that this will be needed for up to four (4) tracts.

Task 8.2 - Right-of-Way Staking

Through the use of a sub-consultant, right-of-way/easement staking will be performed throughout the corridor. This will be a one-time staking of right-of-way and proposed easements.

Task 8.3 - Right-of-Way Acquisition Coordination

Kimley-Horn will coordinate with our surveying sub-consultant throughout the preparation of exhibits and legal descriptions. Kimley-Horn will prepare and share CAD files for proposed right-of-way and easements needed to create exhibits and review exhibits and legal descriptions.

Kimley-Horn will coordinate with the City and property owners during the right-of-way acquisition process to answer questions and handle minor design revisions as requested by the City.

Task 8 Kimley-Horn Deliverables:

1. Right-of-Way Exhibits and Legal Descriptions (one electronic copy, Adobe PDF format)

Task 9 - Final Design Services

Task 9.1 – Final Design Plans

Kimley-Horn will prepare final construction plans for the project. The plans are anticipated to consist of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Roadway Typical Sections
- General Notes
- Special Notes
- Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Culvert Cross Section(s)
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plans
- Traffic Signal Modification Plan
- Signing and Marking
- Roadway Cross Sections

Task 9.2 - Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 9.3 – Final Design Submittal

Kimley-Horn will prepare a set of final construction plans. Kimley-Horn will submit draft construction plans to the City for review and comment. Kimley-Horn will meet with the City to discuss the City's comments and coordinate the revisions received. Following the review meeting, Kimley-Horn will revise the plans based on the comments received. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 9 Kimley-Horn Deliverables:

- 1. Final sealed plans for City submittal (one full-size hard copy, two half-size hard copies, and one electronic copy, Adobe PDF format)
- 2. Final sealed plans for bidding (one electronic copy, Adobe PDF format) to the City
- 3. Final engineer's opinion of probable construction cost (one electronic copy, Adobe PDF format) to the City

Task 10 - Environmental Permitting

Task 10.1 – Stormwater Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The City of Murfreesboro shall be responsible for all permitting and review fees associated with this task.

Task 10.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity will be required for the project. Kimley-Horn will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDEC, USACE, or any other agency, those permits can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Task 10 Kimley-Horn Deliverables:

- 1. Draft Project SWPPP (1 electronic copy, Adobe PDF format) to Client and TDEC
- 2. Final Project SWPPP (1 electronic copy, Adobe PDF format) to Client and TDEC
- NPDES Permit Application (1 electronic copy, Adobe PDF format) to Client and TDEC

Task 11 - Utility Coordination

Task 11.1 - Preliminary Utility Coordination

Upon receiving a notice to proceed, Kimley-Horn will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

Upon completion of Task 6, Kimley-Horn will submit Preliminary Plans to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request preliminary relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Preliminary plans.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Task 11.2 – Final Utility Coordination

Upon completion of Task 7, Kimley-Horn will submit the approved Right-of-Way plans to utility owners identified in Task 11.1. The submittal to each utility owner will consist of an electronic set of plan drawings), information detailing any design changes made during Right-of-Way design, and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities and prepare final utility relocation plans.

During the Final Design phase, if there are any changes made to the proposed design plans that will impact final utility relocation plans, Kimley-Horn will submit the revised plans to the utility owners. Via this task, utility companies will also be invited to attend the final plans review meeting.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 12 - Bid Phase Services

Task 12.1 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT and City of Murfreesboro standards. Kimley-Horn will prepare technical specifications for those items that are not covered by TDOT or City of

Murfreesboro specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the City of Murfreesboro for approval. Upon authorization from the City, Kimley-Horn will print and deliver 10 bond copies of the plans and Proposal Contract to the City, as well as provide in pdf or electronic format.

Task 12.2 – Bid Assistance

Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. Kimley-Horn will be responsible for plans distribution during the bid phase. Kimley-Horn staff will respond to questions that arise during the bidding process. Kimley-Horn will attend the bid opening and meet with City of Murfreesboro staff following the bid opening to assist with bid review.

Task 12 Kimley-Horn Deliverables:

- 1. Draft Proposal Contract (one electronic copy in Adobe PDF format) to the City
- 2. Final Proposal Contract (one electronic copy in Adobe PDF format) to the City
- 3. Plans Package and Proposal Contract copies for bidders (ten bond copies)
- 4. Responses to bidder questions (one electronic copy in Adobe PDF format)

Schedule:

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the approximate project schedule below.

Project Milestones	Date*
Notice to Proceed	September 2023
Field Survey & Geotechnical Exploration Complete	December 2023
Preliminary Plans Complete	March 2024
Right-of-Way Plans Complete	May 2024
Right-of-Way Exhibits/Legal Descriptions Complete	June 2024
Final Plans Complete	August 2024
Environmental Permitting Complete	September 2024
Construction Bid Advertisement	December 2024

^{*}Includes estimate review time. Please note that Kimley-Horn has no control over internal City of Murfreesboro or TDEC review processes as they relate to plan or permit approvals, or the timeline of right-of-way acquisition.

Terms of compensation:

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Tasks 1 through 12 on a labor fee plus expenses basis with the maximum fee as summarized below.

Task 1 – Project Management	\$19,000
Task 2 – Existing Conditions Survey	\$30,400
Task 3 – Traffic Analysis	\$10,500
Task 4 – Geotechnical Exploration Services	\$13,500
Task 5 – Environmental Studies	\$16,700
Task 6 – Preliminary Design Services	\$47,000
Task 7 – Right-of-Way Design Services	\$38,000
Task 8 – Right-of-Way Acquisition Services	\$8,400
Task 9 – Final Design Services	\$32,900
Task 10 – Environmental Permitting	\$16,000
Task 11 – Utility Coordination	\$9,000
Task 12 – Bid Phase Services	\$14,500
Total Maximum Labor / Expense Fee:	\$255,900

Kimley-Horn will not exceed the total maximum labor/expense fee shown without authorization from the City of Murfreesboro. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

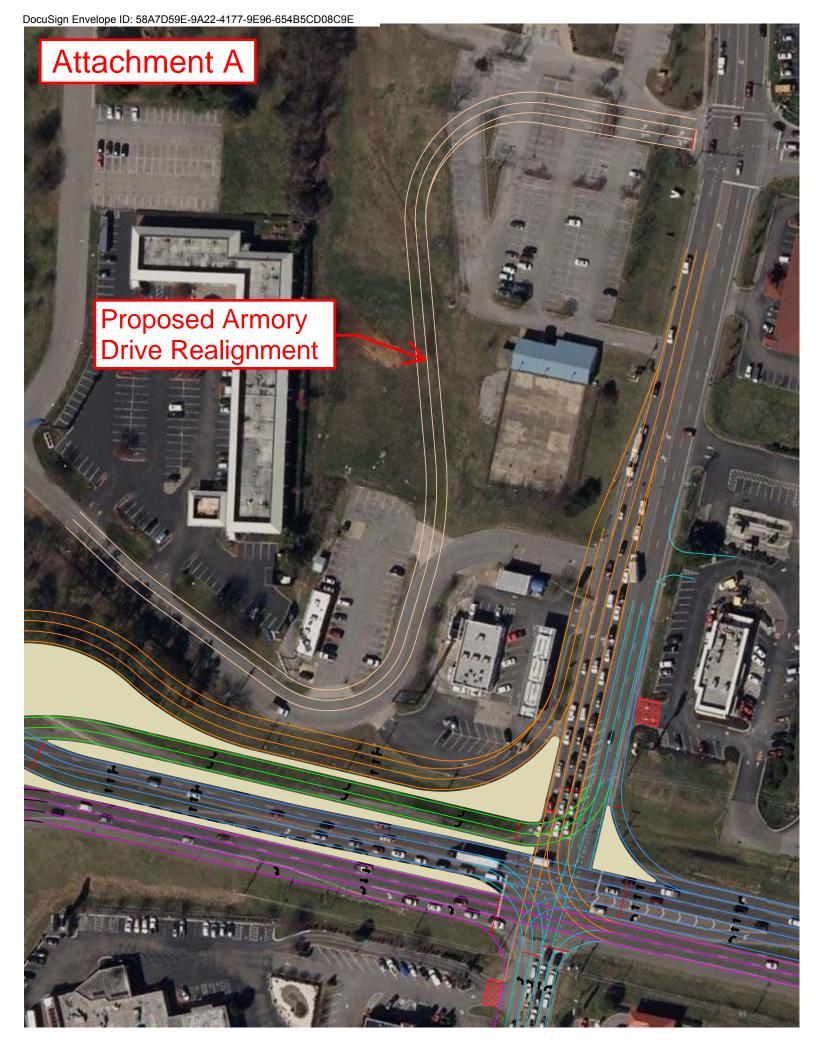
ACCEPTED:

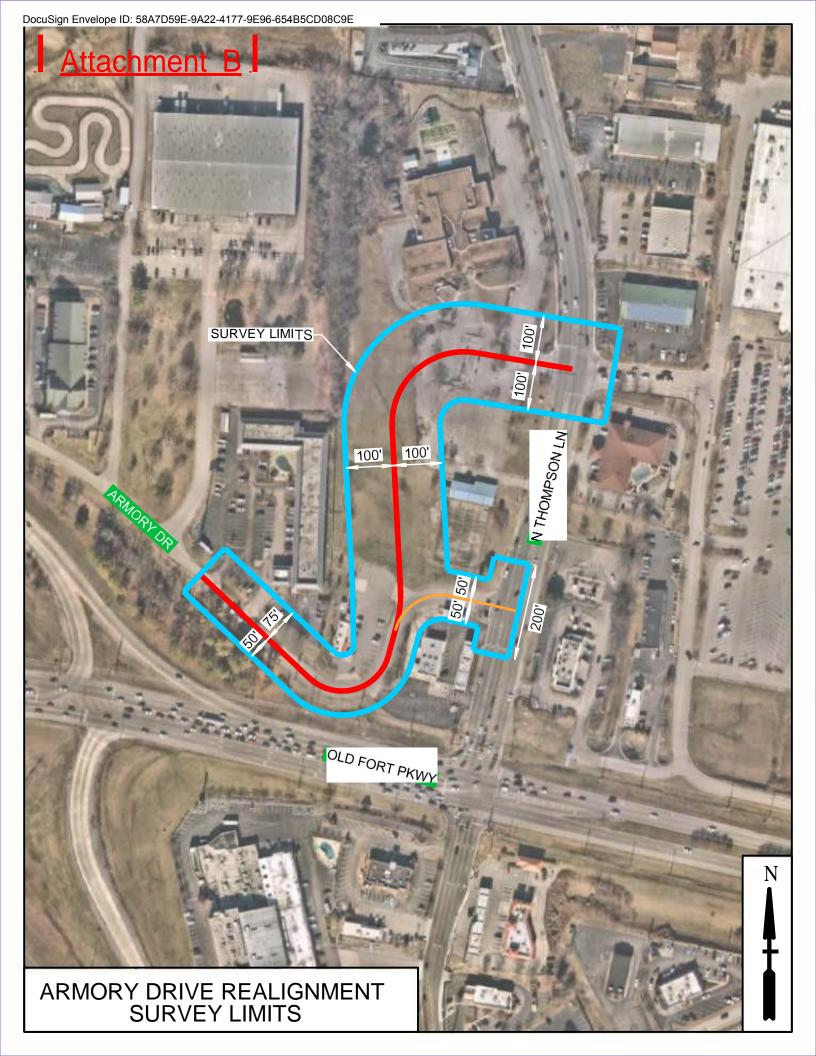
CITY OF MURFREESBORO, TENNESSEE	KIMLEY-HORN AND ASSOCIATES, INC.	
SIGNED:	SIGNED: Mit	D. Rhod
PRINTED NAME:		Christopher D. Rhodes
TITLE:	TITLE:	Vice President
DATE:	DATE: 0	08/29/2023

Adam Tucker

Adam F. Tucker, City Attorney

APPROVED AS TO FORM





COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Construction Contract for the Butler Drive Realignment Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance
Resolution

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Agreement for construction of the Butler Drive realignment project.

Staff Recommendation

Approve construction agreement with Moody Excavating, LLC.

Background Information

This project realigns Butler Dr. to the west and ties it into Joe B Jackson Parkway approximately 600 feet west of the current intersection. This design is a three-lane, curb and gutter section with a sidewalk on each side, as outlined as a committed project in the 2040 Major Transportation Plan. The realignment is being completed to minimize the intersection's impact on the nearby interchange.

Moody Excavating submitted the lowest responsible bid in the amount of \$7,039,011. During bid evaluations, it was found that one line item, estimated to be \$2,250, was unintentionally omitted. Staff recommends waiving this issue, as it doesn't influence the project's low bid and the item can be added through a later change order. Staff further recommends awarding the contract up to an additional 5% or \$7,390,962.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The estimated construction costs, \$7,390,962, are within the total project budget and are funded by the FY21 and FY22 CIP Budgets.

Attachments

Agreement Between Owner and Contractor for Construction Contract.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	CITY OF MURFREESBORO	("Owner") and
		("Contractor").
Owner and Contractor baraby agree as fall	OTHER.	

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of 0.884 miles of roadway construction for the realignment of Butler Drive from approximately one mile north of Joe B Jackson Parkway to a new intersection at Joe B Jackson Parkway located approximately 600 feet west of the existing Butler Drive intersection. Construction will consist of grading, drainage, curb and gutter, sidewalks, asphalt pavement, as well as other related roadway appurtenances.

THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Project consists of 0.884 miles of roadway construction for the realignment of Butler Drive from approximately one mile north of Joe B Jackson Parkway to a new intersection at Joe B Jackson Parkway located approximately 600 feet west of the existing Butler Drive intersection. Construction will consist of grading, drainage, curb and gutter, sidewalks, asphalt pavement, as well as other related roadway appurtenances.

ARTICLE 2 - ENGINEER

2.01 The part of the Project that pertains to the Work has been designed by:

Kimley-Horn and Associates, Inc. 10 Lea Ave, Suite 400 Nashville, TN 37210

2.02 The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Contract Times: Days

Number of days listed in Section A thru B are calendar days, not work days, and include projected rain days and holidays.

A. Milestone 1 is defined as completion of all improvements as shown on the roadway construction plans including but not limited to grading, base stone, storm drainage, curb and gutter, asphalt binder, utilities, water and sewer, sidewalks and trail, striping, and traffic control items and other necessary appurtenances associated with this Milestone shall be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General

- Conditions.
- B. All work will be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1600 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_5000_ for each day that expires after such time until the Work is completed and ready for final payment.

3.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments

will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- Prior to Substantial Completion, progress payments will be made in an amount equal to the
 percentage indicated below but, in each case, less the aggregate of payments previously made and
 less such amounts as Owner may withhold, including but not limited to liquidated damages, in
 accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. <u>95%</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

6.01 All amounts not paid when due shall bear interest at the rate of three percent (3%) per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance bond (pages _31_ to _33_, inclusive).
 - 3. Payment bond (pages _34_ to _37_, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 29 to 30, inclusive).
 - 5. General Conditions (pages _47_ to _120_, inclusive).
 - 6. Supplementary Conditions. In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. If there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern. (pages 121 to 129, inclusive).
 - 7. Supplement A, Schedule of Insurance (pages <u>130</u> to <u>135</u>, inclusive) and Supplement B, Dispute Resolution Procedures (pages <u>136</u> to <u>139</u>, inclusive)
 - 8. Specifications as listed in the table of contents of the Project Manual, and as listed in the additional technical specifications, page 144.
 - 9. Drawings (not attached but incorporated by reference) consisting of a cover sheet and plan and profile sheets with each sheet bearing the following general title: Butler Drive Realignment [or] the Drawings listed on the attached sheet index.
 - 10. Addenda.
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages <u>20</u> to <u>28</u>, inclusive).
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

- 9.01 *Terms*. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 9.02 Assignment of Contract. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.03 Successors and Assigns. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.04 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.05 *Contractor's Certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 9.06 No-Damage-for-Delay. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

- 9.07 No Third Party Beneficiaries. There are no intended third party beneficiaries to the Contract
- 9.08 Indemnification. Contractor shall defend, hold harmless and indemnify Owner and Engineer, and each of their respective officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.
- 9.09 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written, properly signed instrument by the parties duly authorized representative. This requirement includes all change orders, which shall not arise under any other circumstances, including verbally, cumulatively, or by any course of conduct. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.
- 9.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes will be resolved in accordance with Addendum B of the Supplementary Conditions. Provided, if any litigation arising under the Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United Stated District Court for the Middle District of Tennessee.
- 9.11 *Integration*. This Agreement, which includes all Contract Documents as identified herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 9.12 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Owner and Contractor have significant to the significant contractor of the s	gned this Agreement.
This Agreement will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
CITY OF MURFREESBORO, TN	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Approved as to form	
City Attorney	[Corporate Seal]
Address for giving notices:	Address for giving notices:
City of Murfreesboro	
111 West Vine Street	
Murfreesboro, TN 37130	
	License No.: (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	NOTE TO USER: Use in those states or other jurisdictions where applicable or required.
Designated Representative:	Designated Representative:
Name: Chris Griffith, P.E.	Name:
Title: Executive Director, Public Infrastructure	Title:
Address: 111 West Vine Street	Address:
Murfreesboro, TN 37130	
Phone: <u>615-893-6441</u>	Phone:
Facsimile: 615-849-2606	Facsimile:

SIGNATURE SHEET

I, the undersigned, do hereby agree will supply all information as requ	ee to all terms and conditions listed within this formal solicitation, and lired in this solicitation.
COMPANY NAME:	
ADDRESS:	
TELEPHONE:	FAX:
EMAIL:	
	ADDENDUM ACKNOWLEDGEMENT Obtaining all addenda issued to this formal solicitation within your ent Portal. Failure to acknowledge all addenda may be cause for
AUTHORIZED SIGNATURE:	
TITLE:	
(Print / type name as signed abov	e):
DATE	

****SIGN AND SUBMIT WITH BID PACKAGE***

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Construction Administration Contract for the Butler Drive

Realignment Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Engineering services agreement for construction of the Butler Drive realignment project.

Staff Recommendation

Approval of the professional services contract with Kimley Horn and Associates, Inc.

Background Information

Kimley-Horn and Associates will perform construction administration services for the Butler Drive realignment project. These services, which are retained on most large construction projects, assists the City with administrative duties associated with the construction of the project. The estimate for professional services for the Butler Drive realignment project is \$112,000.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The expense, \$112,000, is part of the project construction costs, which is funded by the FY21 and FY22 CIP Budgets.

Attachments

Amendment No. 2 to the Agreement between Client and Kimley-Horn and Associates, Inc.

AMENDMENT NUMBER <u>02</u> TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number <u>02</u> dated	the agreement between <u>City</u>
of Murfreesboro ("Client") and Kimley-Horn	and Associates, Inc. ("Consultant") dated March
18, 2022 ("the Agreement") concerning Butler	<u>Drive Realignment</u> (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 12 – Construction Support Services

Kimley-Horn will provide limited Construction Support Services for the Client and will provide the appropriate office staff required to assist the Client as outlined in the subtasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 12-month duration.

Task 12.1 – Pre-Construction Meeting

Kimley-Horn will prepare for and conduct one Pre-Construction meeting at a time and location determined by the Client. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

Task 12.2 – Progress Meetings

Kimley-Horn will schedule and attend monthly progress meetings with the Client and the Contractor and will respond to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes. A maximum amount of 12 progress meetings is assumed for this task.

Task 12.3 – Project Administration

Kimley-Horn will cooperate with and assist inspectors that are assigned to review project records, payments, reports, etc. Kimley-Horn will prepare for and attend, when requested, inspections that may be conducted on the project related to project work, progress or records. The Client will provide the inspectors and assistance to monitor the work being done on the Contract. Prior to being on-site, Kimley-Horn will submit to the Client a listing of personnel assigned to the project for review and approval. In addition, a list of emergency contacts and phone numbers will be supplied to the Client. Kimley-Horn will also participate in a walk through of the project for preparation of a final punch list for the Contractor.

Task 12.4 – Provide Utility Coordination

Kimley-Horn will provide project utility coordination and will coordinate with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Kimley-Horn will assist the Contractor in the identification of utility installations and activities that may impact the overall progress of the project. Kimley-Horn will coordinate with the identified construction meeting participants in the scheduling of work that is determined by the Contractor to

be time-sensitive. Kimley-Horn is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the Contractor's work or lack thereof. The sole purpose of Kimley-Horn's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole, and to attempt to avoid delays arising from utility installation work that interferes with other project work.

Task 12.5 – Supplemental Agreements and Construction Change Orders

Kimley-Horn will notify the Client of the necessity for any Supplemental Agreements / Construction Change Orders. Kimley-Horn will negotiate prices for additional pay items with the Contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the Client. Kimley-Horn will prepare the Supplemental Agreement / Construction Change Orders and submit to the Client for final review and submittal for processing. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client. A maximum amount of ten (10) Supplemental Agreements / Construction Change Orders is assumed for this task.

Task 12.6 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other actions will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules or procedures of construction or to related safety precautions and programs. A maximum amount of thirty (30) submittals is assumed for this task.

Task 12.7 – Requests for Information (RFIs)

Kimley-Horn will respond to Contractor Requests for Information (RFIs) and provide periodic onsite visits to address construction issues as directed by the Client. These efforts will consist of preparation and documentation time associated with each activity. A maximum amount of fifteen (15) RFIs is assumed for this task.

Task 12.8 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the Client or the Contractor. If appropriate, Kimley-Horn will prepare minor design addenda to document and clarify resulting contract change orders. A maximum amount of five (5) minor design revisions is assumed for this task.

Task 12.9 – Progress Payments

Kimley-Horn will review quantities for Monthly Progress Payments provided by the prime Contractor. The quantities for payment will be compared with field records provided by the Client's inspector(s) prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Client. Estimate "cut-off" will be the last day of each month.

<u>Task 12.10 – Distribution of Correspondence</u>

Kimley-Horn will submit to the Client a copy of all relevant correspondence between Kimley-Horn, the Client, the Contractor, and subcontractors concerning matters related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

Services Provided By Client

It is assumed that any construction support services not specifically provided for in the above scope will be provided by the Client or the Client's consultants or representatives. Additional services may include, but are not limited to, the following:

- Quality Assurance and Materials Testing
- Observation of Construction
- Geotechnical Consultation
- Erosion Prevention and Sediment Control (EPSC) Inspection
- Other services request by the Client

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Services provided under Task 12 and the associated fee estimate has been prepared based on an estimated 12-month construction duration.

For the services set forth above, Client shall pay Consultant the following compensation:

Fee and Expenses

Kimley-Horn will perform the services in 12 on a labor fee plus expenses basis with the maximum fee as summarized below.

Task 12 – Construction Support Services

\$112,000

Total Maximum Labor / Expense Fee:

\$112,000

Kimley-Horn will not exceed the total maximum labor/expense fee shown without authorization from the City of Murfreesboro. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

Labor fee will be billed on an hourly basis according to our rates specified in this agreement attached hereto (Exhibit C). As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.00 times cost. A percentage of labor fee (4.6%) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the OWNER.

CLIENT:	CONSULTANT:
CITY OF MURFREESBORO	KIMLEY-HORN AND ASSOCIATES, INC
By:	By: hit D. Khod
Title:	Title: Vice President
Date:	Date:10/17/2023

Rev. 7/18

Adam F. Tucker, City Attorney

EXHIBIT C

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$115 - \$145
Analyst II	\$155 - \$180
Professional	\$180 - \$210
Senior Professional I	\$235 - \$300
Senior Professional II	\$330 - \$395
Senior Technical Support	\$110 - \$285
Technical Support	\$100 - \$160
Support Staff	\$80 - \$130

Effective through June 30, 2024

Subject to annual adjustment thereafter

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

 Item Title:
 Puckett Creek Master Services Agreement and Task Order

 Department:
 Planning

 Presented by:
 Jennifer Knauf, Floodplain Administrator

 Requested Council Action:
 Ordinance Resolution □

 Motion Direction
 □

Summary

Approve Master Services Agreement and Task Order with Volkert.

Information

Staff Recommendation

Approve Master Services Agreement for professional services and task order 1 with Volkert for the Puckett Creek LOMR.

Background Information

Volkert proposed the attached Master Services Agreement (MSA) and proposes to use the MSA for future task orders. Additionally, Volkert provided Puckett Creek Task Order proposal for the Puckett Creek flood study. Task Order 1 will provide site visit and project coordination, hydrologic and hydraulic evaluations, floodplain and floodway analysis, inundation mapping, engineering report, and LOMR submittal and coordination with FEMA.

Council Priorities Served

Improve economic development

This project will provide an updated flood study along Puckett Creek to ensure the Flood Insurance Rate Map (FIRM) is the most accurate reflection of the flood risk that will be especially beneficial when regulating future development.

Maintain public safety

This project will provide for development projects that are constructed to be protected from flood damage reducing the risks to emergency services providers and the public.

Fiscal Impact

The expenses, \$88,750, will be funded by Stormwater Funds.

Attachments

- 1. Volkert Master Services Agreement
- 2. Task Order 1 Volkert Proposal for Puckett Creek LOMR and CLOMR



MASTER SERVICES AGREEMENT

This Agreement made and entered into this	day of	_, 20	by and between
the City of Murfreesboro, hereinafter referred to as	the OWNER, and Volkert, Inc	., herei	nafter referred to
as the CONSULTANT;			

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

- A. CONSULTANT'S services constituting the Scope of Work shall be detailed in a duly executed task order for each specific project or project phase subject to the this Agreement. Each task order shall indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by OWNER to CONSULTANT to issue any (or any particular number of) task orders.
- C. CONSULTANT shall not be obligated or entitled to perform any prospective task order unless and until OWNER and CONSULTANT agree as to the particulars of a specific project or project phase, include the Scope of Work for the task order, time for performance, CONSULTANT'S compensation, and all other appropriate matters.
- D. CONSULTANT'S Scope of Work is finite and limited to only those items explicitly stated or enumerated within each task order. Any work or services desired by OWNER that are not stated with a particular task order shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.
- E. In the event of a conflict between the provisions of a task order and this Agreement, the provisions of the task order shall control and take precedence only with regard to the Scope of Work detailed in such task order.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.

- C. Reimbursable expenses are defined as follows:

 Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.
- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- E. The total fee for professional services will be as defined in the approved task order using the rate sheet provided in Exhibit A. Individual task orders shall not exceed \$50,000 without prior approval of the City Council. If a task order contains a not-to-exceed estimate, CONSULTANT shall notify OWNER prior to exceeding the estimate as soon as CONSULTANT reasonably believes that the actual fees and expenses will exceed the estimate, at which time OWNER may either (i) cancel the task order and compensate CONSULTANT for the fees and expenses incurred up to the date of cancellation, or (ii) authorize CONSULTANT to continue the work exceeding the estimate.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: *Dept.* #2042, *Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042*.

SECTION III – MISCELLANEOUS

- A. <u>Extra Work:</u> It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER is hereby granted a royalty-free, non-exclusive, limited-use license therein, and may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project, and the limited-use license granted hereunder does not apply to any future use. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. To the extent permitted under applicable law, OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims,

demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. <u>Exclusivity of Remedies:</u> To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the amount of available insurance proceeds.
- D. <u>Insurance & Indemnification:</u> CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.:

	TYPE OF COVERAGE	<u>LIMITS</u>
I	Worker's Compensation	State – Statutory
	Employer Liability	\$1,000,000 Per Accident
		\$1,000,000 Disease/Each Accident
		\$1,000,000 Disease/Policy Limit
II	Comprehensive or	
	Commercial General Liability	\$1,000,000 Per Person Bodily Injury
		\$1,000,000 Per Occurrence Bodily Injury
		\$1.000,000 Property Damage
		\$2,000,000 Policy Aggregate
III	Automobile Liability	\$1,000,000 Combined Single Limit
IV	Professional Liability	\$2,000,000 Each Claim
	ž	\$2,000,000 Annual Aggregate

Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

<u>Indemnification by OWNER</u>. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

E. Termination:

1. For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

- (1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or
- (2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.
- (3) CONSULTANT shall have no liability to OWNER on account of such termination.
- (c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph III.E.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- (a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.
- 3. <u>Effective Date of Termination</u>. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4. Payments upon Termination

- (a) In the event of any termination, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- (b) In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph III.E.4(a), to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective

date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

F. <u>Time of Completion:</u> In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER.

G. Successors and Assigns:

- 1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Section III.G.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.
- 3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- H. <u>Dispute Resolution</u>: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.
- I. <u>Right of Entry</u>: OWNER shall arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement.

The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

- J. <u>Standard of Care</u>: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised by similarly situated professional consultants practicing under similar conditions at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. <u>Disclaimer of Third-Party Benefits:</u> OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- L. <u>Waiver of Consequential Damages:</u> Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- M. Waiver of Subrogation: Owner and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

N. <u>Jurisdiction/Venue</u>: This Agreement shall be governed by the laws of the State of Tennessee and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the circuit or chancery courts of Rutherford County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: <u>City of Murfreesboro</u>	CONSULTANT: Volkert, Inc.	
BY:	BY: Justin I Elkel	
TITLE:	TITLE: Vice President	
APPROVED AS TO FORM DocuSigned by:		

Adam F. Tucker, City Attorney

Adam Tucker



Exhibit A

Rate Sheet

Classification	Hourly Rate
Principal	\$242.00
Project Manager	\$215.00
Professional Engineer V	\$215.00
Professional Engineer IV	\$195.00
Professional Engineer III	\$170.00
Professional Engineer II	\$145.00
Professional Engineer I	\$127.00
Designer/Technician IV	\$149.00
Designer/Technician III	\$130.00
Designer/Technician II	\$115.00
Designer/Technician I	\$102.00
Landscape Architect/Planner V	\$225.00
Landscape Architect/Planner IV	\$176.00
Landscape Architect/Planner III	\$132.00
Landscape Architect/Planner II	\$110.00
Landscape Architect/Planner I	\$90.00
Administrative	\$95.00
Right-of-Way Negotiator	\$100.00
Construction Manager III	\$175.00
Construction Manager II	\$140.00
Construction Manager I	\$120.00
Inspector V	\$110.00
Inspector IV	\$95.00
Inspector III	\$82.00
Inspector II	\$70.00
Inspector I	\$60.00

Note: The rates above will increase by 2.5% on July 1 of each calendar year starting on July 1, 2024.

Adam 4B ARQ35E,51 To 4Q forney

TASK ORDER #1 – Puckett Creek LOMR

terms and o	rder and all services provided pursuant to conditions of the Master Services Agreem aro ("City"), executed on	nent (Agreer	
Summary o	f Services:		
floodplain f (FEMA Lette Federal Eme	perform Hydrologic and Hydraulic Engine rom its confluence with Overall Creek up er Cross Section "K"). The resulting floody ergency Management Agency (FEMA) to e 5-mile stream reach.	stream to ju way and floo	st downstream of Old Salem Road dplain updates will be submitted to the
evaluation, engineering	s shall include the following tasks for the hydraulic evaluation, floodplain and flood report, and FEMA LOMR submittal. Pleaded scope of services.	dway analys	is, inundation mapping, hydraulic
Compensat	ion:		
	delineated in the scope of this Task Orde exceed \$88,750.00. Please see attached		·
Schedule:			
outlined ab the survey t receipt of co	orization to proceed, Volkert will perform ove. The LOMR Package will be submitte copographic data. Volkert will respond to omments. Please see attached October 3	d to FEMA r FEMA revie 3, 2023 prop	to later than 140 days after the receipt of ws no later than 14 days after the osal for a more detailed schedule.
OWNER:	City of Murfreesboro	CONSULTANT: Volkert, Inc.	
BY:		BY:	Justin Eckel Justin & Eckel
TITLE:	Mayor	TITLE:	Regional Vice President
	DocuSigned by: APPROVED AS TO BORM Adam /ucker		



750 Old Hickory Blvd. Suite 230-1, Brentwood, TN 37027 💡



prepared for:



prepared by:

VOLKERT.

Delivering the future of infrastructure

OCT 2023

Proposal PUCKETT CREEK **LOMR**

Between Overall Creek Confluence

and Old Salem Road



Murfreesboro, Rutherford County, TN





October 3, 2023

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

Re: Puckett Creek LOMR

Dear Mr. McKnight,

Volkert, Inc., (Volkert) is pleased to submit this proposal to perform Hydrologic and Hydraulic Engineering services along the Puckett Creek Floodway and Floodplain for a sum, not-to-exceed, of \$88,750. The work will be performed for Puckett Creek beginning at its confluence with Overall Creek upstream to Old Salem Road, the current Limits of the Detailed Study with Floodway. The Hydraulic Evaluation results and supporting documentation will be submitted to the Federal Emergency Management Agency (FEMA) to obtain a Letter of Map Revision (LOMR) for Puckett Creek. 1

A general scope of work includes:

- Obtain Survey (By Others)
- Hydrologic Evaluation
- Hydraulic Evaluation
- Floodplain and Floodway Analysis and Inundation Mapping
- Engineering Report
- FEMA LOMR Submittal, Coordination, and Approval

Please see the attached Scope of Work (Attachment A), Anticipated Schedule (Attachment B), Proposed Fee Estimate (Attachment C), and Study Area Maps (Attachment D). Please reach out with any questions or concerns regarding this proposal. As always, we appreciate the opportunity to work with the City of Murfreesboro.

Respectfully, VOLKERT, INC.

Allen Carlisle
Allen Carlisle, PE, CFM

Hydraulic Lead, West Gulf Region

allen.carlisle@volkert.com, 601-415-7946





ATTACHMENT A

SCOPE OF SERVICES

Puckett Creek LOMR From Confluence at Overall Creek to Old Salem Road FEMA Lettered Cross Sections "A" through "K"

PROJECT BACKGROUND

Volkert was asked by the City of Murfreesboro to prepare this scope and fee proposal to perform Hydrologic and Hydraulic Engineering services along the Puckett Creek floodway and floodplain from its confluence with Overall Creek upstream to just downstream of Old Salem Road (FEMA Letter Cross Section "K"). The project location is in a FEMA Zone AE with a regulatory floodway and published FIRM No. 47149C0255J dated May 9, 2023 and FIRM No. 47149C0265H dated January 5th, 2007. The study reach is included in FIS 47149CV001D dated May 9th, 2023. The resulting floodway and floodplain updates will be submitted to the Federal Emergency Management Agency (FEMA) to obtain a Letter of Map Revision (LOMR) for the approximate 5 mile stream reach.

A scoping meeting was held on June 1st, 2023 and follow up questions and answers took place the following weeks. A site visit was conducted with City of Murfreesboro staff on September 28th to review the study area and existing site conditions. A follow-up site reconnaissance is planned for the initial phase of the project. The scope of services provided herein is Volkert's understanding of the project based on those meetings, conversations, and site visit.

PROJECT SCHEDULE

It is anticipated that the project is scheduled to begin in October or November, pending survey acquisition. Tasks 1 thru 8 will be completed to accommodate this schedule. It is noted Task 1 (Field Survey Data) will be completed by another firm. The schedule will be adjusted as needed based on 1) the length of time to acquire survey information, and 2) the FEMA LOMR review process. The LOMR is expected to be submitted to FEMA by the end of February. A more detailed breakdown of the schedule for the complete LOMR effort is included as Attachment B.





TASKS (Phase 1)

Task 1 - Survey (By Others)

The City of Murfreesboro will contract the required Field Survey for the Project. Upon completion, the survey will be provided to Volkert for use within the Hydraulic Evaluation.

For the LOMR study, the needed survey will be:

- 1. At channel cross section locations provided by Volkert to the Survey Team. Cross-Sections of the channel shall include channel tops, toes, and thalweg/CL and shall extend +/- 25 feet either side of the existing channel top banks (to merge with the LIDAR elevation data). These locations include but are not limited to:
 - FEMA Lettered cross sections A thru Q for Puckett Creek (From FEMA FIRM and FIS) –
 17 XS
- 2. At 7 bridge/culvert crossings within the study area, including Puckett Creek Crossing, Fortress Blvd., Blaze Dr., SR 96, Perlino Dr, Old Salem Road, and Veteran's Parkway. The needed data for each crossing location shall include:

Bridge Data:

- pier information (location, dimensions, description),
- bent cap information (dimensions),
- high chord elevation (road grade profile at bridge),
- low chord elevations (top of cap elevations).
- 4 (four) cross sections at each bridge, including:
 - 1) approximately 50 feet upstream of the upstream bridge face (obtain per Section 1 above),
 - 2) at the upstream bridge face (bridge end to bridge end),
 - 3) at the downstream bridge face (bridge end to bridge end), and
 - 4) approximately 50 feet downstream of the downstream bridge face (obtain per Section 1 above),

Culvert Data:

- culvert length
- culvert type, size, and location (including wingwall information)
- Upstream and Downstream Inverts

The overall effort includes **37 cross sections** (17 FEMA Lettered XS and 20 cross sections adjacent to the bridge / culvert crossings). The effort also includes obtaining structure information for **7 roadway crossings** (5 bridge and 2 culvert crossings). The needed survey data is shown below in Figure 1 through Figure 4 and is shown on the attached KMZ.

Volkert will coordinate with the appropriate Survey Team staff to obtain the required data for the modeling effort. The total estimated cross sections are 56.





Tasks 2 - Site Reconnaissance

Volkert representatives will visit the LOMR Study Area with City of Murfreesboro personnel. The site reconnaissance will include observations pertinent to the overall study, including but not limited to Manning's "n" roughness parameters, existing channel and floodplain conditions, and existing bridge crossings. The visit will also include discussions pertaining to the Puckett Creek study area floodplain and model history.

Tasks 3 - Hydrologic Evaluation

Volkert will perform hydrologic computations for 2 (two) locations along the study reach including 1) the Puckett Creek confluence with Overall Creek and 2) the SR 96 bridge crossing. The hydrology will reflect updated urban development within the subject watershed and will be compared to the Effective Model peak discharges located in the FIS.

Task 4 - Hydraulic Evaluation

Volkert shall use the U.S. Army Corps of Engineers (USACE) Hydrologic Engineer Center, River Analysis System (HEC-RAS) Version 6.2 software to perform a one-dimensional steady flow analysis of the Puckett Creek floodplain within the study area (from the confluence with Overall Creek upstream to Old Salem Road). The hydraulic analysis will update the Effective Model using the obtained field survey data, complemented with available LiDAR data, and the computed hydrologic data from Task 3. The terrain at each bridge location will be developed by the surveyor and merged with the LiDAR data by the hydraulic designer. The resulting terrain will be used in HEC-RAS to develop floodplain and floodway limits.

FEMA National Flood Insurance Program (NFIP) guidance will be followed when performing the modeling updates and the HEC-RAS analysis will include:

- 1. **Effective Model:** this is the model that was used to develop the current Effective FIRM, base flood elevations, and floodway delineation. The City of Murfreesboro will provide the Effective Model for the study area to Volkert. This model will be reviewed and included withing the hydraulic analysis for comparison purposes.
- 2. **Duplicate Effective Model:** this is the model that duplicates the FEMA study and floodplain elevations on the modeler's machine. Volkert will verify the model and make any corrections if needed to execute the model with the current HEC-RAS Version.
- 3. Corrected Effective Model: This is the model that corrects the FEMA Duplicate Effective of any errors determined by the modeler, including inappropriate expansion and contraction coefficients, datum adjustments, bridge modeling errors (appropriate loss calculations, weir coefficients, pier coefficients, bridge rails), culvert modeling errors (size, materials, entrance and exit losses), incorrect ineffective flow locations and elevations, incorrect or unreasonable Manning's roughness coefficients (supporting documentation is required), gross errors in





- topography at existing sections, negative surcharges and surcharges over 1.0', and manmade changes prior to the Effective Model that are not captured in the model.
- **4. Existing Conditions Model:** This is a model that updates the Corrected Effective Model by adjusting Manning's roughness parameters, updating dimensions of structures and obstructions, updating cross sections based on the current field survey, and any additional inputs that occurred post Effective Model development.

Task 5 - Floodplain and Floodway Analysis

Volkert will utilize the updated Existing Conditions Hydraulic Model from the Hydraulic Evaluation Phase to develop a 100-year floodplain with Base Flood Elevation and a Floodway along the Puckett Creek study area. The floodplain and floodway shall be developed in accordance with the FEMA National Flood Insurance Program (NFIP) Regulations.

Task 6 - Inundation Mapping

The floodplain and floodway delineations shall be finalized and incorporated into the FEMA required Topographic Work Map and Annotated Flood Insurance Rate Map (FIRM). The revised Flood Profiles from the FEMA FIS shall also be created for Puckett Creek. These deliverables will be included in the Letter of Map Revision (LOMR) submitted to FEMA in Task 8.

Task 7 - Engineering Report

A Hydraulic Engineering report will be developed to document the Letter of Map Revision (LOMR) Analysis. The report shall include, as a minimum, a narrative that describes the project scope; statements defining any additional sources of information including cross sections, topographic data, and other supporting information; analysis and modeling considerations; supporting documentation stating analysis procedures; documentation of all modifications made to models to correctly represent the conditions; and tables comparing water surface elevations between the models.

Volkert shall submit a draft report to the City of Murfreesboro officials' for review. After the review, a coordination meeting will be scheduled to review and discuss the findings of the study. After the meeting, Volkert shall make all necessary changes which arise during the review prior to submitting the LOMR package to FEMA.





Task 8 - FEMA LOMR Submittal

Volkert shall finalize the LOMR Submittal Package and submit to FEMA using the FEMA online portal for review. All pertinent hydraulic data, documentation, report, and maps shall be included in the submittal. After the FEMA review period, Volkert will address the FEMA review comments to obtain the LOMR approval letter for the study area and develop the LOMR public notification advertising verbiage for the City.

PROVIDED BY OTHERS

Field Survey - Field Survey data needed for the Hydraulic Evaluations is to be provided by a Surveying firm under contract with the City of Murfreesboro. Volkert will provide required cross section locations and needed data for the LOMR effort.





COMPENSATION

Maximum Allowable Cost

Volkert's fee for completion of this Work is \$88,750. The fees include \$10,500 direct cost for FEMA fees for LOMR applications (2 panels). Services will be billed monthly on an hourly basis for cost incurred during the period but shall not exceed the total estimated fee without prior written authorization from the Client.

The proposed compensation for completion of the tasks outlined above are reflected in the table below.

Task	Description	Fee
1	Field Survey (By Others)	
2	Site Visit and Project Coordination	\$12,210
3	Hydrologic Evaluation	\$5,250
4	Hydraulic Evaluation	\$18,990
5	Floodplain and Floodway Analysis	\$10,270
6	Inundation Mapping	\$2,490
7	Engineering Report	\$11,840
8	LOMR Submittal and Coordination	\$17,200
	FEMA LOMR Fee (2 panels)	\$10,500
	Not-to-Exceed Fee	\$88,750

All work will be invoiced on a monthly basis against the "not-to-exceed" fee for professional services in accordance with the rate schedule listed in the Master Services Agreement.





Attachment B: Schedule

Attachment B: Project Schedule																																	
Puckett Creek	Month	С	ctobe	er	Nove	mber	r De	ecemb	er	Janu	ary	Fe	ebrua	rv	Mar	ch	,	April		Ma	ıv		June		Ju	ıly		Augus	t I	Septe	embei	- (October
LOMR	Week		2 3		1 2		$\overline{}$	2 3		1 2				4 1					4		3 4		2 3	4	1 2			2 3		1 2			2 3
City of Murfreesboro, Rutherford County, TN	Days	+-1		1 -1	1 2	٦	7 1	2 3	1 7	1 2	٦ .	1 1		1 7 -		7 7	-	د اع	7 .		٦ ٦	1 -1		-	1 2		7 1	-	7 1	1 4	1 1	7 1	2 3
City of Marineesboro, Rutherford County, TN	Days	_																															
Project Start - NTP	I o		_		_					_	_		_			_	_	_	_		_		_		_		_	_		_		_	
Project Start - NTP	- '	' 	+	┰	+	₩	+	+	 	+	+	₩	+	₩	₩	+	\vdash	╫	+	╫	+	↤	+	\vdash	+	₩	+	+	╫	+	₩	+	+++
Part 1 - Pre-Design Conference, Field Reconnaissance & Data Gathering		Ш		Ш																Ш				Ш									Ш
Pre-Design Meeting	0			П		П						П			П			П		П		П							П		П		\Box
Data Gathering	2			П			П								П					П		П							П				П
Initial Site Reconnaissance	3		Т	П	Т	П	П		П	Т		П		П	П	П	П	П		П	Т	П	\top	П	Т		П		П		П	Т	\Box
Part 2 - Hydraulic Evaluation and LOMR Submittal		П	Т	П		П	П		П			П		П	П		П	П	Т	П	Т	П	Т		Т	П	П		П		П	Т	П
Hydraulic Survey (Provided by Others)		\Box		П		Ш																							\Box				
Obtain Field Survey Data	30					П	П	\top		П	Т	\sqcap	Т	П	П	П		П		П	Т	П	Т	П		П	П		П	Т	П	П	\Box
Hydrologic Evaluation	1	П	T	П		\vdash	$\dashv \dashv$	\top	\vdash	\top	\top	+	\top	\vdash	\top	\top	\vdash	$\dashv \dashv$	\top	11	\top	\vdash	\top	\vdash	\top	\sqcap	\top	\vdash	\sqcap	\top	\vdash	\top	\sqcap
Develop Watershed Parameters	2	П	十	П		П	\top		П	\top	T	П			T	\top	\sqcap	П	T	П	\top	П	\top	П	T	П	Т	\top	П	\top	П	T	П
Hydrologic Analysis	3		1	П								П										Ш					$oxed{\mathbb{L}}$		\prod		Ц		
Hydraulic Evaluation *		П	Т	П		П	П	\Box	П	Т	Т	П		П	П	Т	П	П		П	Т	П		П	Т	П	П	П	П	Т	П	Т	\Box
Obtain and Process LiDAR Elevation Data	1	П	\top	П	\top		\top					\top	\top	\Box	\top	\top	\Box	\top	\top	\top	\top	П	\top	т	\top		т		П	\top	\vdash	\top	\Box
Merge Field Survey Data with LiDAR Data	4	П	\neg	П	┰		П		П	Т	\neg	\Box	\neg	П	П	\top	П	\Box	\neg	П	\top	П	\neg	П	\top	П	т		П	\neg	П	Т	\Box
Effective Model (Convert to HEC-RAS)	5		\top	П	\top				H			\top		П	П	\top	П	П	\top	П	十	П	\top	П	\top		Т		П	\top	П	\top	\Box
Duplicate Effective Model	2			П	T	П			П	Т		П		П	П	\top	П	П		П	\top	П	T	П	1	П	П		П		П		\Box
Corrected Effective Model	3	П	\neg	П	\top	П			П	Т		П		П	П	\top	П	П	\neg	П	\top	П	\neg	П	Т	П	Т		П	\neg	П	Т	\Box
Georeferenced Existing Conditions Model	15	П		П	\neg	П	П			Т	Т	П		П	П	П	П	П	\neg	П	Т	П	\neg	П	Т	П	П		П		П	Т	П
QC Model Review and Calibration	2	:III		П	Т	П	П					П		П	П	Т	П	П	Т	П	Т	П	Т	П			П		П		П	Т	П
Coordination With City Officials	3	П		П		П						П		П	П					П		П							П				
Floodplain and Floodway Analysis		П		П		П	П					П		П	П	\top	П	П		П		П		П					П		П	Т	\Box
Floodplain Analysis in HEC-RAS	3	П		П		П						П			П					П		П							П				
Floodway Analysis in HEC-RAS	5	\Box		П								\Box								Ш		П							П				
Revised Floodway Data Tables and Documentation	2	\Box		П								\Box			П					\Box		П							\Box				\Box
Revised FIS Profile and Documentation	2	\Box		П		П														П		П							П				\Box
Coordination With City Officials	8			П																		П											
Inundation Mapping		П		П		П						П								П		П							П				\Box
Inundation Delineation for Puckett Creek Floodplain and Floodway	3			Ш																		Ш							Ш				
Develop Final LOMR Maps	2			Ш																		Ш							Ш				
Engineering Report		\Box		\Box		Ш																\Box				Ш			\Box				$\Box\Box$
Prepare and Assemble Documentation for LOMR	1	\Box	I	П	I	Ш					I					П	Ш		\perp	П	I	\Box	I	ш		Ш			\Box	I	ш		
Develop Draft Engineering Report and Documentation	5			\Box		Ш	\perp I											$oldsymbol{\perp}$		\Box		\Box		Ш		Ш			\Box		Ш		
QC Review	2			\Box		Ш																\Box		Ш		\Box			\Box		Ш		\Box
Finalize Engineering Report	2	Ш	\perp	ш	\perp	Ш	\perp			\perp	\perp	\sqcup			\sqcup		\sqcup	\perp		\sqcup	\perp	Ш		Щ		\sqcup	\perp		ш	\perp	Ш	\perp	\Box
FEMA LOMR Submittal		\sqcup		\sqcup		Ш	$\perp \perp$			\perp	\perp	\sqcup			\sqcup	\perp	Ш	\sqcup		\Box		\sqcup		Щ		Ш	\perp		\sqcup	\perp	Ш	\perp	\Box
Prepare LOMR MT Forms Package	1	\Box	\perp	\sqcup	\perp	Ш	$\perp \perp$	\perp	$\perp \perp$	\perp	\perp	\perp	\perp			\perp	\sqcup	\perp	\perp	\sqcup	\perp	\sqcup		Щ	\perp	\sqcup	\perp		\sqcup		Ш	\perp	\Box
Submit LOMR Package to FEMA		Ш	\perp	Ш	\perp	Ш	\perp			\perp	\perp	Ш		•								\Box				Ш	ш		ш		Ш	\perp	\Box
Coordination with FEMA (3 Reviews / Backcheck)	80	\perp		\sqcup		Ш	$\perp \perp$				\perp	$\perp \perp$														Ш	Ш		\sqcup		Ш	\perp	\Box
Coordination with City Officials and Receive LOMR Approval Letter		ш	\perp	ш	\perp	ш	ш		ш	\perp	\perp	ш	\perp	ш	ш		Ш	ш		\sqcup	\perp	Ш			\perp	\sqcup	ш		ш	\perp	Ш	\perp	\Box
Project End		Ш	\perp	Ш	\perp	Ш	ШΙ		Ш	\perp	\perp	Ш		Ш	Ш	\perp	Ш	\perp	\Box	LІ	\perp	Ш		Ш			\perp	Ш	Ш		Ш		$\Box \Box \Box$



^{*} Hydraulic Evaluation will begin upon receipt of Hydraulic Survey Data.









Attachment C: Fee Estimate

Summary

Puckett Creek LOMR

+/- 5.0 Mile Stream Reache, From Confluence Thru Old Salem Road
City of Murfreesboro, Rutherford County, TN
Volkert, Inc.
2-Oct-2023

	Man-Hours		Salary Cost	Total Labor Cost	Direct Cost	1	otal Cost
Pre-Design Meeting, Field Reconnaissance and Data Gathering	66	\$	10,764.00	\$ 10,764.00	\$ 1,449.23	\$	12,213
LOMR Hydrologic and Hydraulic Evaluation	224	\$	34,500.00	\$ 34,500.00	\$ -	\$	34,500
LOMR Report and Submittal	194	\$	31,530.00	\$ 31,530.00	\$ 10,500.00	\$	42,030
(Overall Creek Confluence to Old Salem Road East, Approx 5 River Miles)							
	ı						
Totals	484	\$	76,794.00	\$ 76,794.00	\$ 11,949.23	\$	88,743.23
		-			Grand Total	\$	88,750.00

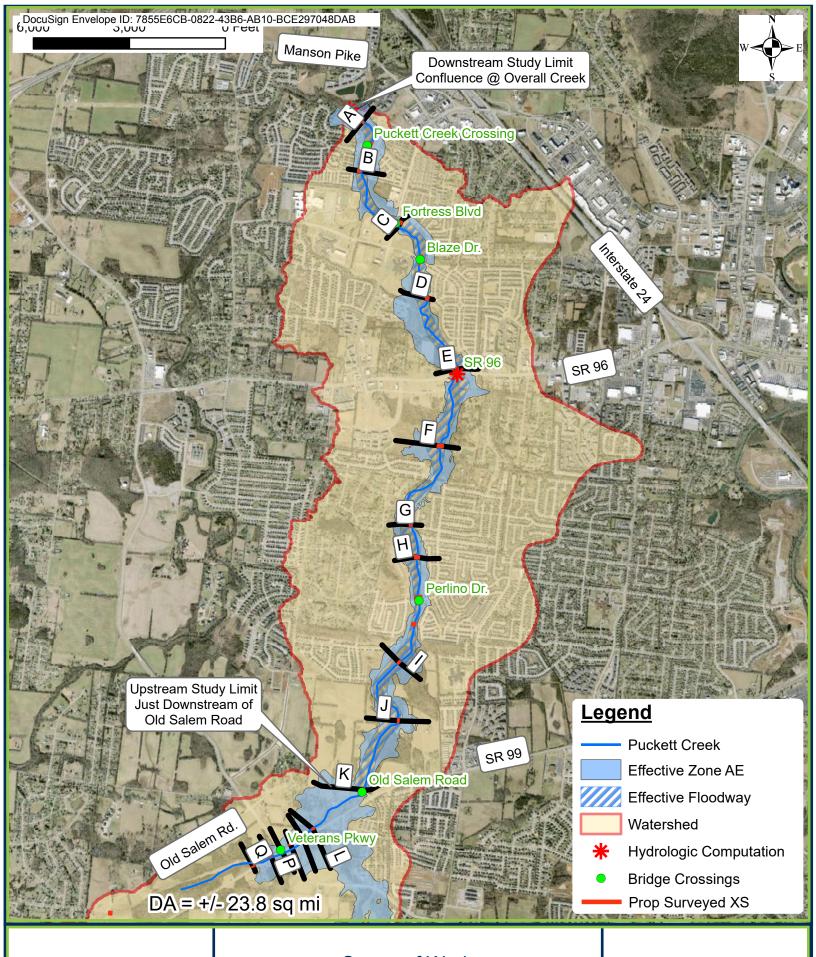
	Puckett Creek LOMR +/- 5.0 Mile Stream Reach, From Confluence Thru Old Salem Road City of Murfreesboro, Rutherford County, TN Volkert, Inc. 2-Oct-2023	L		Personnel	Titles Assigned	d to Project			
o. of eets	Task	Principal	Project Manager	Sr. Hyd Engineer Lead	Hydraulic Engineer	Engineer Tech	Clerical		Man-Hour Total
					Man-Hours				
	General Admin and Coordination	2	4	4			20		30
	Pre-Design Meeting		4	4					8
	Data Collection and Gathering Field Reconnaissance to Determine Site Conditions		8	8					12 16
	Field Reconnaissance to Determine Site Conditions		8	8					10
	Prime Direct Cost								
	Total Hours	2	20	24			20		66
	Hourly Rate	\$242.00	\$215.00	\$170.00	\$130.00	\$115.00	\$95.00		
	Salary Cost	\$484.00	\$4,300.00	\$4,080.00	\$0.00	\$0.00	\$1,900.00		\$10,764.00
	Total Labor Cost								\$10,764.00
	Prime Other Direct Costs								
	Prints								\$0.00
	Mileage						1,266	\$0.655	\$829.23
	Meals						4	\$59.00	\$236.00
	Lodging						4	\$96.00	\$384.00
	Prime Direct Costs Total								\$1,449.23

Grand Total

	LOMR Hydrologic a	nd Hyd	raulic	Evalua	ation			
	Puckett Creek LOMR	_ ′						
	+/- 5.0 Mile Stream Reach, From Confluence Thru Old Salem Road							
	City of Murfreesboro, Rutherford County, TN							
	Volkert, Inc.							
	2-Oct-2023							
No. of Sheets	Task	Principal	Project Manager	Sr. Hyd Engineer Lead	Hydraulic Engineer	Engineer Tech	Clerical	Man-Hour Tot
	Hydrologic Evaluation (2 Loc. @ Overall Creek Confluence and at SR 96)							
	Develop Watershed Parameters			2	8			10
	Hydrologic Analysis		2	8	16			26
	Hydraulic Evaluation (Puckett Creek from Overall Creek Confluence to SR 99)							
	Obtain and Process LiDAR Elevation Data					4		4
	Coordination with Survey Team		2	4				6
	Integrate Field Survey Data with LiDAR Data (56 XS)			4		10		14
	Review Model History		2	6				8
	Effective Model (Convert Coding to HEC-RAS)			4		20		24
	Duplicate Effective Model				2			2
	Corrected Effective Model				2			2
	Georeferenced Existing Conditions Model (5 crossings and ~ 56 XS)			16	24			40
	QC Model Review and Calibration		4	4				8
	Model Revisions from QC Review			4	8			12
	Coordination With City Officials		4	4				8
	Floodplain and Floodway Analysis							
	Floodplain Analysis in HEC-RAS (+/- 5 mile reach)		2	4	4			10
	Floodway Analysis in HEC-RAS (+/- 5 mile reach)		2	8	8			18
	Revised Floodway Data Tables and Documentation		2	8	0			8
	Revised FIS Profiles and Documentation			8				8
	Coordination With City Officials		8	8				16
	Total Hours		26	92	72	34		224
	Hourly Rate	\$242.00	\$215.00	\$170.00	\$130.00	\$115.00	\$95.00	224
	Salary Cost	\$0.00	\$5,590.00	\$15,640.00	\$9,360.00	\$3,910.00	\$0.00	\$34,500.00
	Total Labor Cost							\$34,500.0
	Prime Other Direct Costs							
	Mileage						\$0.655	\$0.00
	Meals						\$59.00	\$0.00
	Lodging						\$96.00	\$0.00
	Prime Direct Costs Total							\$0.00

\$34,500.00

	LOMR Report	and S	Submit	ttal				
	Puckett Creek LOMR +/- 5.0 Mile Stream Reach, From Confluence Thru Old Salem Road City of Murfreesboro, Rutherford County, TN Volkert, Inc. 2-Oct-2023							
No. of Sheets	Task	Principal	Project Manager	Sr. Hyd Engineer Lead	Hydraulic Engineer	Engineer Tech	Clerical	Man-Hour Tota
			I			Π	Π	
	Inundation Mapping							
	Inundation Delineation for Puckett Creek Floodplain and Floodway			2		6		8
	Develop Final LOMR Maps		2	2		6		10
	LOMR Engineering Report							
	Prepare and Assemble Documentation for LOMR			4	4			8
	Develop Draft Engineering Report and Documentation			16	24			40
	QC Review		8	8				16
	Finalize Engineering Report			4	8			12
	FEMA LOMR Submittal							
	Prepare LOMR MT Forms Package			4	4			8
	Submit LOMR Package to FEMA			4				4
	Coordination with FEMA (3 reviews / backcheck)			72				72
	Coordination with City Officials, Public Notice, Etc.		8	8				16
	Total Hours		18	124	40	12		194
	Hourly Rate	\$242.00	\$215.00	\$170.00	\$130.00	\$115.00	\$95.00	
	Salary Cost	\$0.00	\$3,870.00	\$21,080.00	\$5,200.00	\$1,380.00	\$0.00	\$31,530.00
	Total Labor Cost							\$31,530.00
	Prime Other Direct Costs							
	FEMA LOMR Fee					1	\$10,500.00	\$10,500.00
	Mileage						\$0.655	\$0.00
	Meals						\$59.00	\$0.00
	Lodging						\$96.00	\$0.00
	Prime Direct Costs Total							\$10,500.00
	Grand Total							\$42,030.00





Scope of Work Attachment D Murfreesboro, Rutherford County, TN

Puckett Creek LOMR

COUNCIL COMMUNICATION Meeting Date: 12/07/2023

Item Title:	Broad Street Pedestrian Br	road Street Pedestrian Bridge Agreement with TDOT						
Department:	Transportation	ransportation						
Presented by:	Jim Kerr, Transportation Di	im Kerr, Transportation Director						
Requested Coun	cil Action:	Action:						
	Ordinance							
	Resolution							
	Motion	\boxtimes						
	Direction							
	Information							

Summary

Agreement No. 230410 Broad Street Pedestrian Bridge Transportation Alternative Program (TAP) Project between the City and TDOT.

Staff Recommendation

Approval of the agreement with TDOT.

Background Information

Staff, through TDOT's competitive TAP grant program, submitted a proposal for a pedestrian bridge project near the intersection of Broad Street and South Church Street. The intent of this project is to provide a safe pedestrian alternative from Murfreesboro's Downtown to the proposed Town Creek project and the Historic Bottoms Corridor.

This agreement provides for 80% of construction cost only up to \$1,780,310, the City's responsibility includes 20% of construction as well as 100% cost of PE/NEPA, PE Design, Utility Coordination and Right of Way Phases. The project has been added to the Metropolitan Planning Organization's FY 2023-2026 Transportation Improvement Plan.

Council Priorities Served

Expand infrastructure

A pedestrian bridge will provide a safe alternative for pedestrians to cross the Broad Street Corridor.

Fiscal Impact

This expense, \$2,610,388, is funded by federal and local dollars. The local portion, \$830,078, is funded by FY21 & FY22 Bond.

Attachments

- 1. Contract between the City and TDOT.
- 2. Map



STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION LOCAL PROGRAMS DEVELOPMENT OFFICE

SUITE 600, JAMES K. POLK BUILDING 505 DEADERICK STREET NASHVILLE, TENNESSEE 37243-1402 (615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE

October 17, 2023

The Honorable Shane McFarland Mayor, City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

Re: Broad Street Pedestrian Bridge

Murfreesboro, Rutherford County

PIN:134128.00

Federal Project Number: TAP-M-1(487) State Project Number: 75LPLM-F3-116

Contract Number: 230410

Dear Mayor McFarland:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely.

Kimery Grant

Kimery Grant

Transportation Manager 2

Attachment

Contract Number: 230410

Project Identification Number: 134128.00 Federal Project Number: TAP-M-1(487) State Project Number: 75LPLM-F3-116

LOCAL AGENCY PROJECT AGREEMENT

BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND

THE CITY OF MURFREESBORO

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and the City of Murfreesboro ("Agency"), is for the purpose of providing an understating between the parties and their respective obligations related to the participation, management, undertaking, and completion of the project ("Project") described as:

Broad Street Pedestrian Bridge

A. SCOPE OF PROJECT:

- A.1. The Agency and the Department each shall be responsible for their respective obligations regarding the Project as required, described and detailed in this Agreement.
- A.2. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities and performance hereunder, these items shall govern in order of precedence below.
 - a. This Agreement document;
 - b. Exhibit A, attached hereto and incorporated herein;
 - c. The most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects ("Local Government Guidelines") (copy available from the Local Programs Development Office or the on the Department's website) to elaborate the processes, documents and approvals necessary to obtain funds under this Agreement, including all latest applicable Department procedures, guidelines, manuals, standards and directives as described herein;
 - d. The Agency's Project application.

A.3. Responsibility for Performance of Phases of Work and Funding Thereof.

The phases of work for the Project are Environmental Clearance (NEPA), Final Design, Right-of-Way (including utility coordination), and Construction. On any phases for which the Agency is responsible for performance of the work as listed below, and only after receiving a Notice to Proceed for any such phase, the Agency shall commence and complete such phase with all practical dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement and all applicable laws.

For any phase of the Project assigned to the Agency, a full-time employee of the Agency shall be assigned to supervise the work performed and to be the responsible charge thereof. Said full-time employee of the Agency shall be qualified to and shall ensure that the Project work will be

performed in accordance with the terms of this Agreement and the latest applicable Department procedures, guidelines, manuals, standards and directives as described in the Department's Local Government Guidelines. The Agency hereby certifies that it is adequately staffed and suitably equipped to undertake and satisfactorily complete the work. If the Agency elects to use consultants for any phase of the work, the Agency must follow the TDOT Local Programs consultant procurement policy (copy available from the Local Programs Development Office or on the Department's website) and also must provide a full-time employee of the Agency to be in responsible charge.

Commencement of work by the Agency on any phase of the Project without first having received a Notice to Proceed from the Department for that phase shall be sufficient cause to render the Agency ineligible for reimbursement for any or all work performed on the Project.

<u>P</u>	hases:		Responsible fo	r Work:	Funding Pro	vided By:	
Ε	nvironmental C		AGENC			AGENCY	
	NEPA):						
F	inal Design:		AGENC'	Y		AGENCY	
R	ight-of-Way						
(i	ncluding Utility	Coordination):	AGENC'	Y		AGENCY	AND THE REAL PROPERTY.
C	onstruction:		AGENC'	Ý	Printer State of the State of t	PROJECT	46

A.4. <u>Environmental Clearance</u>. The Department will review Agency's environmental documents and require the Agency to make any appropriate changes for approval as necessary, as described in the Local Government Guidelines.

The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and the Agency will reimburse the Department for any loss incurred in connection therewith, including but not limited to any loss of federal funding for the Project. The Agency is responsible for applying for and securing any applicable environmental permits as described in the Local Government Guidelines. In addition, the Agency acknowledges that it must complete the Environmental Clearance phase before it begins work toward Final Design and understands that a separate Notice to Proceed will be submitted for each phase. Any work on Final Design performed ahead of this Notice to Proceed will not be reimbursable.

A.5. <u>Final Design</u>. The Agency shall submit to the Department for review and comment all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written comments or recommendations as deemed appropriate by the Department, which the Agency then shall address in the plans. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a Notice to Proceed with the next assigned phase of the Project.

In the event that the Project involves the use of existing State highway right-of-way, the Department Regional Traffic Engineer for the region where the Project is located will review and comment on the plans. These plans shall be sufficient for the Department to assess the proposed Project and its impact on the State highway right-of-way.

A.6. <u>Right-of-Way</u>. The Agency shall, without cost to the Department, provide by deed or other appropriate conveyance document all land owned by the Agency or by any of its instrumentalities as may be required for Project right-of-way or easement purposes.

If federal and/or state funds are providing reimbursement for the Right-of-Way phase, any activities initiated for the appraisal or the acquisition of land prior receiving a Notice to Proceed from the Department will not be reimbursed. Failure to follow applicable Federal and State law in this regard may be sufficient cause to render the Agency ineligible for reimbursement of any and all work performed on the Project.

The Department will review the processes the Agency used for the acquisition of land and relocation assistance. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1984) and the regulations promulgated thereunder, the Department will certify that the acquisition phase was completed appropriately. The Agency understands and acknowledges that the Project cannot proceed to the Construction phase until this certification of the Right-of-Way phase has been provided. The Agency further understands that if the processes used for acquisition are such that certification cannot be given, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended prior to the time of such withdrawal.

It is the intent of the parties that the State of Tennessee will be the record owner of all State highway right-of-way. If the Project, or some portion of it, will require improvements to a State highway and the construction of such improvements will require the acquisition of right-of-way, then the Agency shall acquire such right-of-way in the name of State of Tennessee. If the Project, or some portion of it, includes acquisition of right-of-way along a local road or otherwise not requiring improvements to a State highway, then the Agency shall acquire such right-of-way in the name of Agency. If the Project requires improvements to a State highway and includes Agency acquisition of right-of-way at or near the intersection of a State highway and a local road, then the Agency shall acquire those tracts adjacent to the State highway in the name of State of Tennessee and shall acquire those tracts adjacent to the local road in the name of Agency. The Agency shall consult with the Department to confirm these areas.

The Department hereby authorizes the Agency to obtain by negotiated settlement such necessary right-of-way in the name of State of Tennessee to the extent provided in this Agreement, in the manner provided in the Department's Local Government Guidelines, and as shown on the Project plans. However, this Agreement shall not grant the Agency, through its attorneys, the right to represent the State in any legal matter, including but not limited to eminent domain proceedings, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. Furthermore, the Agency shall be responsible for conducting at its own expense any and all necessary eminent domain proceedings for all tracts acquired in the name of Agency.

A.7. <u>Utility Coordination</u>. The Agency shall ensure that all utility relocation plans are submitted by the utilities and received by the Department Region Utilities Office for the region where the Project is located in accordance with the timeframes set forth in the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website). The Agency further agrees to complete all utility connections within the Project right-of-way and easements prior to the paving stage of the Construction phase.

The Agency shall be eligible for reimbursement of Project utility relocation costs only as provided in 23 CFR § 645.107. In the event that the Department has determined that the Project includes participating utility relocation costs, such costs shall be shown in Exhibit A.

The Agency shall coordinate all utility relocations in accordance with the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website).

If the Agency also owns any utility to be relocated as part of the Project, then the following additional conditions shall apply with regard to the Agency's coordination efforts for said locally owned utility:

- a. The Agency shall submit to the Department a Local Agency Owned Utility Relocation Form ("Utility Relocation Form"), which shall include the estimate of cost for the utility relocation and shall indicate the Agency's selected method of performing the relocation work in accordance with 23 CFR § 645.115. The Agency and the Department agree that said Utility Relocation Form, once signed by an authorized signatory of the Agency and by an authorized signatory of the Agency-owned utility and approved by the Department, shall be incorporated into this Agreement as the next Exhibit. The Agency shall perform its utility relocation in accordance with said Utility Relocation Form.
 - (1) Whenever the Agency elects to perform the relocation work by award of a contract, it shall submit the same to the Department for prior approval. The Department may not be required to reimburse the Agency for its obligation under any contract that has not received the advance written approval of the Department. Federal Highway Administration ("FHWA") Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
 - (2) The Agency agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of its utility facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that may otherwise be required by law.

- (3) Neither the Agency nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the utility relocation work to be performed under a contract to be awarded by the Agency. The Agency further agrees that no employee, officer, or agent of the Agency, nor of any affiliate or subsidiary thereof, shall participate in the selection or in the award or administration of a contract for the performance of any part of the utility relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Utility's relocation work for this Project. Neither the Agency nor any affiliate, subsidiary, employee, officer, or agent thereof shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (4) The Agency agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for the purpose of the utility relocation, and the estimated cost thereof shall be included in the estimate to be provided with the Utility Relocation Form.
- (5) After submission and approval of the Utility Relocation Form, the Agency must request in writing and receive the Department's written approval prior to any revision in the estimate of cost, schedule of work or plan, or method of performing the work. Failure to do so may result in the loss of any Department participation in the cost of relocation. The Department agrees to cooperate with the Agency to resolve, if possible, any objections that Department may have to such requested changes.
- b. The Agency shall be responsible for ensuring that all applicable conditions of the Department's Guidebook for Utility Relocation are met with regard to its utility relocation. This includes, but is not limited to, the Agency's responsibility to inspect the utility relocation

- work and perform in accordance with the procedures and forms required by Department Circular Letter 105-07.04, as may be amended from time to time.
- c. To the extent that facilities are being located within State highway right-of-way, the Agency agrees to comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR Subpart 645B. The Agency acknowledges possession of each.
- d. The Agency agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference. The Agency acknowledges possession of 23 CFR Subpart 645A.
- e. The Agency agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.35 through §180.365 which are incorporated herein by reference. The Agency acknowledges possession of 2 CFR Part 180 and the requirements of Form FHWA-1273, Section X Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- f. The Agency shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Agency further agrees that it has acquired or will acquire these rights-of-way at no cost to the Department. The Department may be liable to reimburse the Agency for the replacement of its previously owned private utility rights-of-way as may be provided in the Utility Relocation Form. The Agency shall cause to be transferred to the Department that portion of its previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for State highway purposes.

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- g. The Agency agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Agency agrees that all products used in its utility relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the utility relocation work are manufactured.
- h. The Agency shall coordinate as needed with the Department Region Utilities Office for the region where the Project is located to ensure timely relocation of the Agency's utility facilities.
- i. In the event that the Project also includes participating utility relocation costs for relocation of the Agency's locally owned utility, the following additional conditions shall apply:
 - (1) The Agency will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by the Department, and the Agency will develop the utility engineering costs in accordance with the current provisions of 23 CFR § 645.117. The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for submission of the Form. Costs incurred for preliminary engineering are eligible for reimbursement as long as they were incurred after the Agency receives Notice to Proceed with the Right-of-Way phase. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after the Agency receives Notice to Proceed with the Right-of-Way phase.
 - (2) The Department agrees that it will reimburse the Agency the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation

- is completed in accordance with the approved relocation plans. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Department.
- (3) Invoices for utility relocation shall be submitted to the Department as provided in the Department's Guidebook for Utility Relocation.
- (4) The Department shall reimburse the Agency for such direct and indirect costs as are eligible and allowable under the current provisions of 23 CFR Subpart 645A. The Department shall reimburse the Agency for the participating costs of relocating its utility facilities in accordance with the approved plan subject to the provisions of this Subsection A.7.i. and as otherwise provided in this Agreement.
- (5) The Agency shall develop and record relocation costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (6) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (7) The invoice(s) shall include a Buy America certification attesting that all products used in the utility relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in Subsection A.7.g. of this Agreement.
- (8) Any costs billed by the Utility that cannot be verified by the Department will not be reimbursed.
- A.8. <u>Railroad</u>. In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.
- A.9. <u>Construction</u>. Any activities initiated for the Construction phase prior receiving a Notice to Proceed from the Department will not be reimbursed.

If during Construction, the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices (MUTCD).

The following conditions shall apply regarding the Construction phase:

- a. Except as otherwise authorized in writing by the Department, the Agency shall not execute a contract with a contractor for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause to render the Agency ineligible for reimbursement for all work performed on the Project.
- b. Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
- c. The Agency agrees to correct any damage or disturbance caused by its work within the State highway right-of-way, including but not limited to the replacement of any access control fence removed or damaged by the Agency, or its contractor or agent, during the Construction phase of the Project.

- d. If the Project includes the use of or modification to State highway right-of-way, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- e. Davis-Bacon prevailing wage guidelines shall apply to the Agency's contract with its contractor as detailed in Form FHWA-1273, and the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874 also shall apply to the Agency's contract with its contractor.
- f. The Agency shall ensure that its contractor and any subcontractor(s) comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608.
- g. The Agency agrees that the applicable provisions of 41 CFR 60-1.4 regarding equal opportunity shall apply to the Agency's contract with its contractor.
- All contractors allowed to bid hereunder must be included on the Department's preh. qualified contractor list. Federal law provides that no contractor shall be required by law. regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Therefore, in accordance with TDOT policy, as expressed in TDOT Standard Specifications §102.11 and as approved by the Federal Highway Administration, all prime contractors shall be licensed with the State of Tennessee, Department of Commerce and Insurance, Board for Licensing Contractors (BLC), upon award of the contract. A proposal submitted by a contractor that is otherwise prequalified and in good standing shall not be rejected as non-responsive solely because the contractor is not licensed by the BLC at the time of submitting the proposal. If otherwise responsive, the proposal will be considered for award for twenty-one (21) days after the proposals are opened. If the contractor does not have a license with the BLC on or before the end of the twenty-one (21) days after the proposals are opened, the contractor's proposal will be rejected as non-responsive, and the proposal of the next lowest responsible bidder may then be considered for award. If the next lowest responsible bidder does not have a license on or before the twenty-one (21) days after the proposals are opened, this contractor will also be considered non-responsive, and the subsequent bidder may then be considered. The Department reserves the right to reject all bids at any time.
- A.10. Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are the funds shown as "TDES" in Exhibit A. TDES costs are not funds available to the Agency for expenditure or reimbursement.

B. TERM OF CONTRACT:

B.1. Term:

a. The initial term of this Agreement shall begin on October 1, 2022 and shall terminate on September 30, 2025 (3 years from start) ["Initial Term"]. The Agency must provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term. Failure to provide provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term shall result in termination of this Agreement and the Project.

b. If the Agency provides the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term listed in Subsection B.1.a., then this agreement shall not

- terminate on the date listed in Subsection B.1.a., but instead shall automatically renew. continuing in full force and effect until September 30, 2027 (5 years from start). Such renewal will be confirmed in writing by the Department.
- C. Any other extension of the term of this Agreement beyond the renewal described in Subsection b. above must be effected through a fully executed contract amendment prior to expiration of the Agreement.
- B.2. Expiration of this Agreement may be considered termination of the Project. The cost of any work performed after the expiration of the Agreement will not be reimbursed by the Department. The Department shall have no obligation to the Agency for fulfillment of the Scope outside the term.

PAYMENT TERMS AND CONDITIONS: C.

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Agreement exceed the total Department share specified in Exhibit A ("Maximum Liability").
- Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless C.2. amended. The amounts allotted for each phase of the Project in Exhibit A are estimates only and may fluctuate without amendment to this Agreement so long as it does not result in an increase in the Maximum Liability.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs for eligible and appropriate Project expenditures, as detailed in the Department's Local Government Guidelines, with Federal and/or State funds made available and anticipated to become available to the Agency based upon Exhibit A, not to exceed the Maximum Liability established in Exhibit A. Upon progress toward the completion of the Project as described in Section A, the Agency shall submit invoices prior to any reimbursement of allowable costs, as detailed in Section C.5. below.
- Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or C.4. lodging expenses for Agency employees. Reimbursement for travel, meals, or lodging for Agency consultants or contractors 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 funding for said reimbursement as shown in Exhibit A.
- C.5. Invoice Requirements. The Agency shall invoice the Department at least quarterly, but no more often than monthly, with all necessary supporting documentation, and submit such invoice by email to:

LPD.Invoices@tn.gov

- Each invoice shall be submitted on the Local Programs Development Office standard a. invoice form (copy available from the Local Programs Development Office or on the Department's website).
- The Agency understands and agrees to all of the following. b.
 - (1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to all provisions of this Agreement relating to allowable reimbursements.
 - (2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Disbursement Reconciliation and Close Out</u>. The Agency shall submit any final invoice within one hundred twenty (120) days of the Agreement end date, in form and substance acceptable to the Department. The Project should then be closed out no later than one year after Department's receipt and acceptance of the final invoice.
 - a. If total disbursements by the Department pursuant to this Agreement exceed the amounts permitted by Section C, payment terms and conditions of this Agreement, the Agency shall refund the difference to the Department. The Agency shall submit the refund with the final invoice.
 - b. The Department shall not be responsible for the payment of any invoice submitted to the Department after the final invoice. The Department will not deem any Agency costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department, and such invoices will NOT be paid.
 - c. The Agency must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department 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. In no event shall any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default by the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- a. The Agency has made misrepresentation of a material nature in its application for the Project, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- b. There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project:
- c. The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or

incurred related obligations without first having been advised by the Department that same are approved;

- d. There has been any violation of the conflict of interest provisions described in Paragraph D.6.; or
- e. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- C.8. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

Only those Project costs incurred after the issuance of the Notice to Proceed for the respective phase, as detailed in this Agreement and in the Department's Local Government Guidelines, are eligible for reimbursement. For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

The Agency agrees to pay all costs of any part of this Project which are not eligible for federal and/or state funding. These funds shall be provided upon written request either by check or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

- C.9. <u>Department's Right to Set Off.</u> The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Agreement or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.
- C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Agreement until the Agency has completed, signed, and returned to the Department the provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Agency's Federal Employer Identification Number referenced in the Agency's Edison registration information.
- C.11. Reimbursements to Reflect Match/Share. Reimbursements to Agency shall reflect the percentage of Agency Match/Share detailed in Exhibit A. Reimbursements are subject to the other provisions of this Agreement, including but not limited to the Maximum Liability and Exhibit A, and also are subject to the applicable Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- C.12. <u>Agency Deposit.</u> In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

D. STANDARD TERMS AND CONDITIONS:

D.1. <u>Required Approvals</u>. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Agreement and, depending upon the specifics of the Agreement as amended, any additional officials required by Tennessee laws and regulations. Should the Agency desire to request an amendment, the Agency shall make the request in writing to the Department no later than thirty (30) days before the requested effective date of the amendment.
- D.3. <u>Termination for Convenience</u>. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any work that has not been performed. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Agency fails to properly perform its obligations under this Agreement, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency, including but not limited to repayment of any reimbursement funds previously paid to the Agency under this Agreement.

The Agency understands and agrees that if FHWA determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

If the Project herein described lies on the State highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

- D.5. <u>Subcontracting</u>. The Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Title VI, Civil Rights Act of 1964," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

The Agency further warrants that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.7. Lobbying. The Agency certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the 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 Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including 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 Agreement 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 Department:

Contact: Neil Hansen

Title: Transportation Manager 1

Address: 505 Deaderick Street, STE. 600

Nashville, TN 37243

Email: neil.hansen@tn.gov Telephone # 615-741-4850

The Agency:

Contact: Jim Kerr

Title: Transporation Director Email: jkerr@murfreesborortn.gov

Telephone # 629-201-6254

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

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

D.9. <u>Subject to Funds Availability</u>. This Agreement 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 Department reserves the right to terminate this Agreement upon written notice to

the Agency. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Agency 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 Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>Title VI, Civil Rights Act of 1964</u>. During the performance of this contract, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "Agency") agrees as follows:

- a. Compliance with Regulations: The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix C, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The Agency, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
- d. Information and Reports: The Agency shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
 - (1) withholding of payments to the Agency under this Agreement until the Agency complies, and/or
 - (2) cancellation, termination, or suspension of this Agreement in whole or in part.

- f. Incorporation of Provisions: The Agency shall include the provisions of subparagraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department or other parties participating in the funding of this agreement may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such directions, the Agency may request the Department to enter into such litigation to protect the interests of the Department, and, in addition and as appropriate, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- D.12. <u>Licensure</u>. The Agency, its employees, and any approved contractor or 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. See also the requirements of Subsection A.9.i. regarding contractor licensure.
- D.13. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. 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, FHWA, Inspectors General, the Comptroller General of the United States, 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 aforesaid requirements to make records available to the Department, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives shall be a continuing obligation of the Agency and shall survive a termination of this Grant Contract.

- D.14. <u>Monitoring</u>. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. <u>Progress Reports</u>. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.16. <u>Audit Report.</u> The Agency shall be audited in accordance with Tenn. Code Ann. § 4-3-301, Tenn. Code Ann. § 6-56-105, or other applicable law. In the event that the Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit

conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Agency shall be competitive where practicable. For any procurement for which reimbursement is paid under this Agreement, the Agency shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If federal funds are funding the Project, the Agency shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy pursuant to authority found in Tenn. Cod Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

- D.18. <u>Strict Performance</u>. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.19. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.20. <u>Limitation of Department's Liability</u>. The Department shall have no liability except as specifically provided in this Agreement.

D.21. <u>Liability for Third Party Claims and Damages</u>. The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

In the event that the Department is sued for damages arising from acts, omissions, or negligence by the Agency or its employees, the Agency shall cooperate in the Department's defense. TDOT shall give the Agency written notice of any such claim or suit, and the Agency shall have full right and obligation to conduct the Agency's own defense thereof. Nothing contained herein shall be deemed to accord to the Agency, through its attorney(s), the right to represent the Department in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- D.22. <u>Force Majeure</u>. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.23. <u>State and Federal Compliance</u>. The Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement. If federal funds are funding the Project, the requirements of 2 CFR Part 200 shall apply.
- D.24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement.

The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq., and all other applicable laws.

- D.25. <u>Completeness</u>. This Agreement 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 Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.26. <u>Severability</u>. If any terms and conditions of this Agreement 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 Agreement are declared severable.
- D.27. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D.28. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Agency 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.

E. SPECIAL TERMS AND CONDITIONS:

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.

E.2. <u>Debarment and Suspension</u>. By signing and submitting this Agreement, the Agency is providing the certification set forth in this Paragraph.

a. Instructions for Certification – Primary Covered Transactions:

- (1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- (3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- (5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E.3. <u>Department Debarment and Suspension</u>. In accordance with the Tennessee Department of Transportation rules governing Contractor Debarment and Suspension, Chapter 1680-05-01, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

E.4. <u>Confidentiality of Records</u>. 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 Agency by the Department or acquired by the Agency on behalf of the Department that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Agency due to intentional or negligent actions or inactions of agents of the Department or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Agency 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 Agreement.

E.5. <u>Federal Funding Accountability and Transparency Act (FFATA)</u>. This Agreement requires the Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Agency is responsible for providing all requested information to the Department for FFATA reporting purposes upon request.

The Agency will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Agency's failure to comply with the above requirements is a material breach of this Agreement for which the Department may terminate this Agreement for cause. The Department will not be obligated to pay any outstanding invoice received from the Agency unless and until the Agency is in full compliance with the above requirements.

- E.6. <u>Disclosure of Personally Identifiable Information</u>. The Agency shall report to the Department any instances of unauthorized disclosure of personally identifiable information related to this Agreement that come to the attention of the Agency. Any such report shall be made by the Agency within twenty-four (24) hours after the instance has come to the attention of the Agency. The Agency, at the sole discretion of the Department, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Agency shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the Department under this Agreement or otherwise available at law.
- E.7. <u>State and/or Federal Funding</u>. Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 CFR 1.9(a)). If FHWA and/or the Department determines that any amount claimed is not eligible, Federal and/or State participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal and/or State participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal and/or State funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

If the Agency fails to comply with Federal statutes, regulations or the terms and conditions this Agreement, the Department may impose additional conditions as described in 2 CFR § 200.207 Specific conditions. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the Agreement.
- d. Withhold further Federal awards for the project or program.

- e. Take other remedies that may be legally available.
- E.8. <u>Federal Awarding Agency</u>. Federal funds provided hereunder are provided by the FHWA, unless otherwise indicated. FHWA awarding official contact information is set out below:

Federal Highway Administration Tennessee Division Office 404 BNA Drive Building 200, Suite 508 Nashville, TN 37217 Phone: (615) 781-5770 Fax: (615) 781-5773

- E.9. <u>No Retainage Allowed</u>. The Agency may not withhold retainage on progress payments from the prime contractor, the prime contractor may not withhold retainage from its subcontractors, and no subcontractor may withhold retainage from any of its subcontractors.
- E.10. <u>Inspection</u>. The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- E.11. <u>No Third-Party Beneficiary Rights</u>. No provision in this Agreement is intended to or shall be construed to create any rights with respect to the subject matter of this Agreement in any third party.
- E.12. <u>Participation in Real Property Acquisition</u>. The State and/or Federal reimbursement for the acquisition of real property is outlined in Exhibit A, attached and incorporated herein to this Agreement.
 - Pursuant to 23 U.S.C. § 156, the Agency shall charge, at a minimum, fair market value for the sale, use, lease, or lease renewal (other than for utility use and occupancy or for a transportation project eligible for assistance under this title) of real property acquired in the name of Agency with Federal assistance made available from the Highway Trust Fund (other than the Mass Transit Account). Pursuant to 23 CFR §710.403, property disposal actions and right-of-way use agreements, including leasing actions, are subject to 23 CFR part 771. The Agency shall not use or allow the use of any such real property for any use other than that originally described in this Agreement without the prior written approval of the Department and FHWA. The Federal share of net income from the use or disposal of real property interests obtained with Title 23 funds shall be used by the Agency for activities eligible for funding under Title 23.
- E.13. Work Products. The Department shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the "Work Products"), including but not limited to, documents, methodologies, models, templates, drawings, designs, and plans created, designed, developed, derived, documented, installed, or delivered under this Agreement subject to the terms and conditions of this Section and full and final payment for each "Work Product." The Department and FHWA shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.14. <u>Agency Signatory</u>. The Agency hereby certifies that the individual executing this Agreement on behalf of the Agency possesses the necessary signatory authority to legally bind the Agency.

E.15. <u>Investment of Public Funds</u>. The facility on or structure for which this Project is being developed shall remain open to the public and to vehicular, bicycle and pedestrian traffic, as applicable, for a sufficient time after completion of the Project and close-out by FHWA to recoup the public investment therein, for at least the minimum length of time as shown below:

 State/Federal Investment
 Facility to Remain Open

 \$1.00 - \$200,000
 =

 At least 5 Years

 >\$200,000 - \$500,000
 =

 At least 10 Years

 At least 20 Years

Projects over \$1,000,000 must remain open to public and to vehicular, bicycle and pedestrian traffic as applicable, for a minimum of 25 years after completion of the Project and close-out by FHWA and will be subject to individual review by the Department.

If this Project involves construction other than linear highway construction, the terms of this paragraph shall apply to the extent that the Project shall remain open to the public for the amount of time shown.

- E.16. Americans with Disabilities Act of 1990 (ADA). The Agency shall comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published July 26, 2011 ("PROWAG 2011").
- E.17. <u>Maintenance</u>. The Agency shall have the sole responsibility at its own expense of maintaining the entire Project. The State shall have no maintenance obligation for the Project.

The Agency shall comply with all federal, state, and local laws, ordinances, and regulations applicable to its ongoing use and maintenance of the completed Project.

E.18. <u>Disadvantaged Business Enterprise (DBE) Policy and Obligation</u>. Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, the Agency and its contractors shall take all necessary and reasonable steps, in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of agreements entered into pursuant to this Agreement.

E.19. General Compliance with Law. The Agency shall observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the Department as a result of said breach.

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable

state law; provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency so that the Agency may proceed as soon as possible with the Project.

E.20. Equal Employment Opportunity. In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Agency shall insert the above provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

- E.21. <u>Certification Regarding Third Party Contracts</u>. The Agency certifies by its signature hereunder that:
 - a. Agency has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
 - b. Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
 - c. Agency will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
 - d. Agency agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.
- E.22. Completion of Project and Repayment of Funds. If the Agency elects not to complete the Project, then the Agency shall notify the Department in writing within thirty (30) days after having made such determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for TDES costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

- Signature: Signature	
Email: smcfarland@murfreesborotn.gov	DATE
APPROVED AS TO FORM AND LEGALITY:	
- Signature:	DATE
Email: atucker@murfreesborotn.gov TENNESSEE DEPARTMENT OF TRANSPORTATION:	
Signature:	
Email: TDOT.COMMISSIONER'S.Office@tn.gov	DATE
APPROVED AS TO FORM AND LEGALITY:	
Signature:	
Email: TDOT.Legal.Attorneys@tn.gov	DATE
- Signature:	DATE
Email: Daniel.Pallme@tn.gov	

EXHIBIT "A"

AGREEMENT #: 230410

PROJECT IDENTIFICATION #: 134128.00 FEDERAL PROJECT #: TAP-M-1(487) STATE PROJECT #: 75LPLM-F3-116

PROJECT DESCRIPTION: Broad Street Pedestrian Bridge - 2022 & 2023 TAP Award: Proposed construction of a pedestrian bridge over SR-1 (US-231, US-41, Northwest Broad Street) at LM 17.080 to 17.086 in Murfreesboro. The property is currently being purchased by the City for the redevelopment project on the NW quadrant. The pedestrian bridge will be able to be accessed via a ramp on its northern termini and an elevator/stair on its southern termini. The bridge will be designed to complement the character of the area, using materials and branding elements to tie the bridge to its context. Wayfinding signage will be incorporated to direct users to amenities and destinations on both sides of the bridge. The bridge will be accessible by bicyclists and pedestrians of all abilities providing a safe crossing.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED % STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0 0	100	\$285,000.00
PE-DESIGN	LOCAL	0 0	100	\$100,000.00
CONSTRUCTION	TAP-S	80	20	\$1,980,597.00
CEI	TAP-S	.0	20	\$222,538.00
TDOT ES	TAP-S	80 0	20	\$22,253.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: TAP: FAST Act § 1109; 23 U.S.C. 133(h)

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



No Items.

COUNCIL COMMUNICATION

Meeting Date: 12/07/2023

Item Title: Beer Permits

Department: Finance

Presented by: Jennifer Brown, City Recorder

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
		11 S			
RB on the	RB on the	Public	On-		New
Square	Square	Square	Premises	Coffee Shop	Location
Publix	Publix	5229			
Tennessee,	Tennessee,	Veterans	Off-		New
LLC	LLC #1778	Pkwy	Premises	Grocery/Market	Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole ProprietorRB on the SquareName of BusinessRB on the SquareBusiness Location11 S Public SquareType of BusinessCoffee Shop

Type of Permit Applied For On-Premises Retail Permit

Type of Application:

New Location X
Ownership Change
Name Change
Permit Type Change

Corporation
Partnership
LLC X
Sole Proprietor

5% or more Ownership

Name Marcus Leonard

Age 37

Residency City/State Nashville, TN

Race/Sex White/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Name Kristin Leonard

Age 36

Residency City/State Nashville, TN Race/Sex White/F

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole ProprietorPublix Tennessee, LLCName of BusinessPublix Tennessee, LLC #1778Business Location5229 Veterans PkwyType of BusinessGrocery/MarketType of Permit Applied ForOff-Premises

Type of Application:

New Location	Х
Ownership Change	
Name Change	
Permit Type Change	
_	
Corporation	
Partnership	
LLC	X
Sole Proprietor	

Local Manager:

Name Vincent Mingione

Age 56

Residency City/State Bell Buckle, TN

Race/Sex White/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.