MURFREESBORO CITY COUNCIL Regular Meeting Agenda Council Chambers – 6:00 PM January 25, 2024

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: Pastime Barber Shop & Pool Hall

Public Comment on Actionable Agenda Items

Consent Agenda

- 1. Puckett Creek CLOMR Task Order 2 (Development Services)
- 2. Tennessee Law Enforcement Training Academy Cost Sharing Grant (Police)
- 3. Main Street Banner Request (Street)

New Business

Land Use Matters

4. Plan of Services, Annexation, and Zoning for Property West of Sanctuary Place (Planning)

a. Public Hearing: Plan of Services and Annexation

b. Plan of Services: Resolution 23-R-PS-39c. Annexation: Resolution 23-R-A-39

d. Public Hearing: Zone 5.24 acrese. Second Reading: Ordinance 23-OZ-39

5. Rezoning Property along Old Fort Parkway (Planning)

a. Public Hearing: Rezone 48.3 acresb. Second Reading: Ordinance 23-OZ-40

6. Amending the Zoning Ordinance – Miscellaneous Revisions (Planning)

a. Public Hearing: Zoning Ordinance Amendment

b. Second Reading: Ordinance 23-0-45

7. Rezoning Property along NW Broad Street (Planning)

a. Public Hearing: Rezone 7.8 acresb. First Reading: Ordinance 23-OZ-44

8. Planning Commission Recommendations (Planning)

On Motion

- 9. Sports Com Boro Beach Pool Renovations (Facilities)
- 10. Police Department Headquarters Generator Fuel Delivery System (Facilities)
- 11. Playground Replacement at Mitchell-Neilson Elementary School (Facilities)
- 12. Skate Park and Pump Track Construction Contract (Project Development)
- 13. Murfreesboro Transit Center Change Order # 1 (Project Development)

14. Low Voltage Cabling Work Order at 316 Robert Rose (Water Resources)

Board & Commission Appointments

Licensing

15. Beer Permits (Finance)

Payment of Statements Other Business Adjourn

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title:	Puckett Creek CLOMR Volkert Task Order 2			
Department:	Planning			
Presented by:	Jennifer Knauf, Floodplain Administrator			
Paguested Council Actions				

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Ordinance		
Resolution		
Motion	\boxtimes	
Direction		
Information		

Summary

Task Order 2 for the Puckett Creek Conditional Letter of Map Revision (CLOMR).

Staff Recommendation

Approve Task Order 2 with Volkert for the Puckett Creek CLOMR submittal to FEMA.

Background Information

Volkert has provided Puckett Creek CLOMR and LOMR Task Order proposals under the current Master Services Agreement (MSA). Task Order 2 provides hydrologic and hydraulic engineering services along the Puckett Creek floodplain beginning at Old Salem Road and continuing upstream to the second Old Salem Road crossing. The general scope of work includes hydrologic and hydraulic engineering evaluations, floodplain and floodway analysis and inundation mapping, engineering report, and FEMA CLOMR submittal, coordination, and approval. Additionally, coordination with TDOT and its future SR 99 roadway widening as well as other anticipated private projects, within the study area, will be included.

Council Priorities Served

Improve economic development

Updated flood maps assist with development plan review to reduce flood damage and compliance with NFIP regulations.

Maintain public safety

Updated flood maps identify current flood risks in our community.

Fiscal Impact

The expenses, \$47,420, will be funded by Stormwater Utility Funds.

Attachments

Task Order 2 - Volkert Proposal for Puckett Creek CLOMR

TASK ORDER #2 - Puckett Creek CLOMR

This Task Order and all services provided pursuant to this Task Order are subject to and governed by the terms and conditions of the Master Services Agreement (Agreement) between Volkert, Inc. and City of Murfreesboro ("City"), executed on December 8th, 2023.

Summary of Services:

Volkert will perform Hydrologic and Hydraulic Engineering services along the Puckett Creek floodplain located just downstream of Old Salem Road (FEMA Letter Cross Section "K") though the second (west) crossing of Old Salem Road upstream of Lettered Cross Section "Q". The resulting floodway and floodplain updates will be submitted to the Federal Emergency Management Agency (FEMA) to obtain a Conditional Letter of Map Revision (LOMR) for study area incorporate the future SR 99 widening as applicable.

The services shall include the following tasks for the study area: hydrologic evaluation, hydraulic evaluation, floodplain and floodway analysis, inundation mapping, hydraulic engineering report, and FEMA CLOMR submittal. Please see attached December 15, 2023 proposal for a more detailed scope of services.

Compensation:

For services delineated in the scope of this Work Authorization, Volkert, Inc. will be compensated on an hourly basis according to the attached Schedule of Services and Expenses and Contract Terms and Conditions, not to exceed \$47,420.00. Please see attached December 15, 2023 proposal for a detailed fee breakdown.

Schedule:

Upon authorization to proceed, Volkert will perform the tasks delineated in the Scope of Services outlined above. The CLOMR Package will be submitted to FEMA no later than 180 days after the receipt of the survey topographic data. Volkert will respond to FEMA reviews no later than 14 days after the receipt of comments.

Volkert, Inc. is pleased to present this **Task Order #2** for Execution by the City of Murfreesboro:

OWNER:	City of Murfreesboro	CONSULTAN	IT: Quotin I Eckel
BY:		BY: _	Justin Eckel
TITLE:	Mayor	TITLE: _	Regional Vice President
	APPROMINDUAS TO FORM Adam Tucker Adam F. Tucker, City Attorney		



750 Old Hickory Blvd. Suite 230-1, Brentwood, TN 37027



prepared for:



prepared by:

VOLKERT.

Delivering the future of infrastructure

DEC 2023

Proposal PUCKETT CREEK CLOMR

Between Old Salem Road

and Old Salem Road



Murfreesboro, Rutherford County, TN





December 15, 2023

City of Murfreesboro
Jennifer Knauf, Floodplain Administrator
Planning Department
111 W. Vine St.
Murfreesboro, TN 37130

Re: Puckett Creek CLOMR - Task Order 2

Dear Ms. Knauf,

Volkert, Inc., (Volkert) is pleased to submit this proposal to perform Hydrologic and Hydraulic Engineering services along the Puckett Creek floodplain Reach 2 for a sum of \$47,420. Puckett Creek Reach 2 begins at Old Salem Road and continues upstream to the second Old Salem Road crossing. The Hydraulic Evaluation results and supporting documentation will be submitted to the Federal Emergency Management Agency (FEMA) to obtain a Conditional Letter of Map Revision (CLOMR).

A general scope of work includes:

- Hydrologic Evaluation
- Hydraulic Evaluation
- Floodplain and Floodway Analysis and Inundation Mapping
- Engineering Report
- FEMA CLOMR Submittal, Coordination, and Approval

Please see the attached Scope of Work (Attachment A), Proposed Fee Estimate (Attachment B), and Study Area Map (Attachment C). 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, PE, CFM Hydraulic Technical Lead, West Gulf Region allen.carlisle@volkert.com, 601-415-7946





ATTACHMENT A

SCOPE OF SERVICES

Puckett Creek CLOMR From Old Salem Road to Old Salem Road, FEMA Lettered Cross Sections "K" through "Q" (Phase 3)

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 floodplain located just downstream of Old Salem Road (FEMA Letter Cross Section "K") though the second (west) crossing of Old Salem Road upstream of Lettered Cross Section "Q". The project location is in a FEMA Zone AE with published Base Flood elevations and published on 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 Conditional Letter of Map Revision (CLOMR) for the Stream Reach described above. Coordination with TDOT and its future SR 99 roadway widening, within the study area, will be included.

A scoping meeting was held on June 1st, 2023 and follow up questions and answers took place the following months. A site visit is planned with City of Murfreesboro staff at the initial phase of the project. The scope of services provided herein is Volkert's understanding of the project based on those meetings and conversations.

PROJECT SCHEDULE

It is anticipated that the project is scheduled to begin in January 2024, and shall run through the last quarter of 2024. Tasks 1 thru 6 will be completed to accommodate the schedule after obtaining the field survey acquisition. It is noted the Field Survey Data will be obtained 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 CLOMR review process. The CLOMR is expected to be submitted to FEMA by then end of July 2024.





TASKS (Phase 1)

Tasks 1 - Hydrologic Evaluation

Volkert will perform hydrologic computations for 1 (one) location along the study reach at the most downstream Old Salem Road Crossing (at Cross Section K). 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 2 - 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. 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/culvert 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 3 - 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 4 - 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 Conditional Letter of Map Revision (CLOMR) submitted to FEMA in Task 8. The future SR 99 widening will be included within the CLOMR documentation, where applicable.

Task 5 - 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 6 - FEMA CLOMR Submittal

Volkert shall finalize the CLOMR 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.





Task 7 - Endangered Species Act Approval

Volkert shall prepare and document the Projects Endangered Species Act compliance and approval for the study area.

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 effort for each phase.

COMPENSATION

Maximum Allowable Cost

Volkert's fee for completion of this Work for all 3 Phases is \$136,710, and includes \$46,710 for Phase 1, \$42,030 for Phase 2, and \$47,420 for Phase 3. The fees include \$17,000 direct cost for FEMA fees for LOMR and CLOMR applications. 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
	Task Order 2 - CLOMR Evaluation & Submittal	
	Field Survey (By Others)	
	Site Visit and Project Coordination (Task Order 1)	
1	Hydrologic Evaluation	\$1,720
2	Hydraulic Evaluation	\$11,240
3	Floodplain and Floodway Analysis	\$5,480
4	Inundation Mapping	\$1,820
5	Engineering Report	\$7,380
6	CLOMR Submittal and Coordination	\$10,280
7	Endangered Species Assessment	\$3,000
	FEMA CLOMR Fee	\$6,500
	Not-to-Exceed Fee	\$47,420

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: Fee Estimate

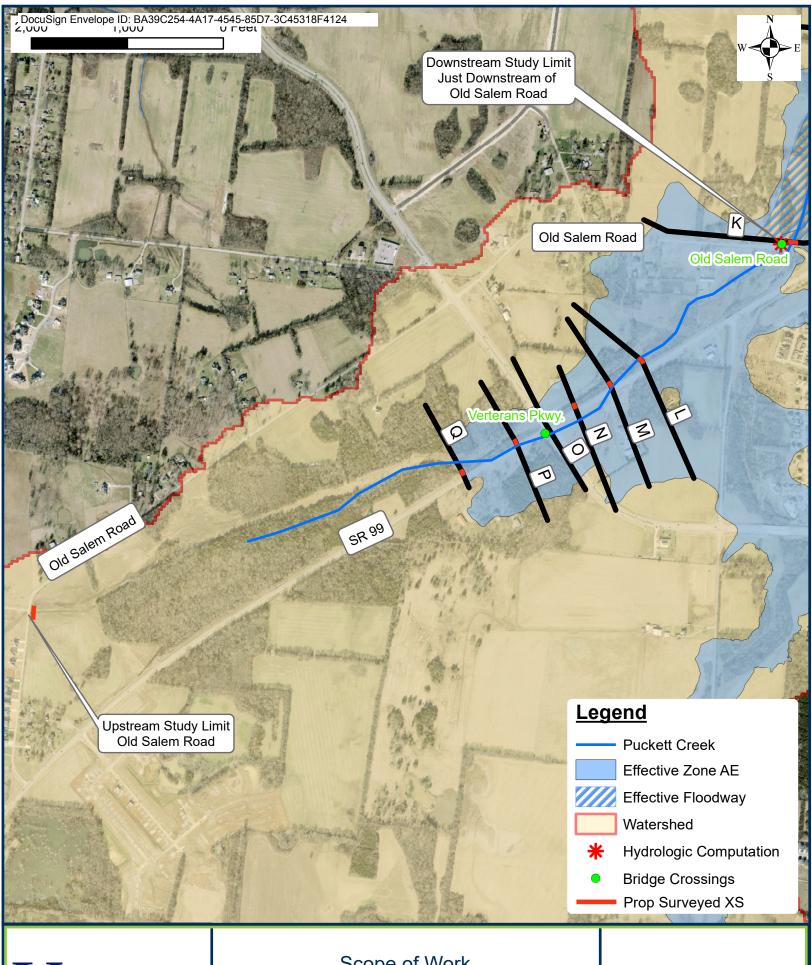
Summary

Puckett Creek LOMR - Phase 1 - Phase 3 +/- 6.8 Mile Stream Reaches, From Confluence Thru Old Salem Road City of Murfreesboro, Rutherford County, TN Volkert, Inc. 15-Dec-2023

	Man-Hours	Salary Cost	Total Labor Cost	Direct Cost		Total Cost
CLOMR Analysis and Submittal (Old Salem Road East to Old Salem Rd West, Approx 1.8 River Miles)	253	\$ 40,920.00	\$ 40,920.00	\$ 6,500.00 Phase 3 Total	\$	47,420 47,420
Totals	253	\$ 40,920.00	\$ 40,920.00	\$ 6,500.00	\$	47,420.00
	8 9		<u> </u>	Grand Total	Ś	47,420.00

	CLONAD Am	مايداد	us al Cau	la usa iddas	.i				
	CLOMR An	aiysis a	na Su	DMITTE	Л				
	Puckett Creek CLOMR - Phase 3 +/- 1.8 Mile Stream Reach, From Old Salem Road to Old Salem Road								
	City of Murfreesboro, Rutherford County, TN								
	Volkert, Inc.								
	15-Dec-2023								
o. of neets	Task	Principal	Project Manager	Sr. Hyd Engineer Lead	Hydraulic Engineer	Engineer Tech	Clerical	Environmental	Man-Hour To
	Hydrologic Evaluation (2 Loc. @ Old Salem Road and @ Confluence with Arm. Branch)								
	Develop Watershed Parameters			2	4				6
	Hydrologic Analysis			2	4				6
	Hydraulic Evaluation (Puckett Creek from Overall Creek Confluence to SR 99)								
	Obtain and Process LiDAR Elevation Data					4			4
	Coordination with Survey Team			2					2
	Integrate Field Survey Data with LiDAR Data (2 crossings, ~ 20 XS)			2		6			8
	Effective Model (Convert Coding to HEC-RAS) Duplicate Effective Model			1	2	8			8
	Corrected Effective Model			1	2				3
	Georeferenced Existing Conditions Model (2 crossings and ~ 20 XS)			8	16				24
	Coordination with TEMA on SR 99 Widening		2	4					6
	QC Model Review and Calibration		2	4					6
	Model Revisions from QC Review		_	2	8				10
	Coordination With City Officials		2	2					4
	Floodplain and Floodway Analysis								
	Floodplain Analysis in HEC-RAS (+/- 1.8 mile reach)			2	4				6
	Floodway Analysis in HEC-RAS (+/- 1.8 mile reach)			4	8				12
	Revised Floodway Data Tables and Documentation			4					4
	Revised FIS Profiles and Documentation Coordination With City Officials			4					4
	Coordination with City Officials		4	4					8
	Inundation Mapping								
	Inundation Delineation for Puckett Creek Floodplain and Floodway			2		4			6
	Develop Final LOMR Maps		1	2		4			7
	CLOMR Engineering Report								
	Prepare and Assemble Documentation for LOMR			4	4				8
	Develop Draft Engineering Report and Documentation			8	16				24
	QC Review		4	4					8
	Finalize Engineering Report			4	4				8
	FEMA CLOMR Submittal								
	Prepare LOMR MT Forms Package			2	4		15		21
	Submit CLOMR Package to FEMA			4					4
	Coordination with FEMA (3 reviews / backcheck)			40					40
	Coordination with City Officials, Public Notice, Etc.			2					2
	Endangered Species Approval								
	By Others							1	1
								-	_
	Total Hours		15	120	76	26	15	1	253
	Hourly Rate	\$242.00	\$215.00	\$170.00	\$130.00	\$115.00	\$95.00	\$3,000.00	
	Salary Cost	\$0.00	\$3,225.00	\$20,400.00	\$9,880.00	\$2,990.00	\$1,425.00	\$3,000.00	\$40,920.00
	Total Labor Cost								\$40,920.00
	Prime Other Direct Costs								
	FEMA LOMR Fee					1	\$6,500.00	\$6,500.00	\$6,500.00
	Mileage					-	\$0.655	\$0.655	\$0.00
	Meals						\$59.00	\$59.00	\$0.00
	Lodging						\$96.00	\$96.00	\$0.00
	Below Blood Code Tabel								An :-
	Prime Direct Costs Total								\$6,500.00

\$47,420.00



VOLKERT

Scope of Work Attachment D Murfreesboro, Rutherford County, TN

Puckett Creek CLOMR

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title:	Tennessee Lav Contract	w Enforcement	Training	Academy	Cost S	Sharing	Grant
Department:	Police						
Presented by:	Chief Bowen						
Requested Cou	ncil Action:						
	C)rdinance					
	R	tesolution					
	M	1otion	\boxtimes				
		Direction					

Summary

Tennessee Law Enforcement Training Academy cost sharing grant contract.

Information

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded a total of \$200,000, over a five-year period, as part of the TLETA cost sharing program. The purpose of this program is to assist law enforcement agencies with the cost of tuition, training and professional development expenses incurred with attendance at TLETA. This is a cost sharing grant with an annual maximum benefit of \$40,000. Costs that exceed the amounts reimbursed by the State for FY24 will be covered through the department's operating budget. Funding for subsequent years will be presented as part of MPD's annual budget requests.

Council Priorities Served

Maintain public safety

Hiring and retention of qualified law enforcement personnel to effectively address public safety concerns.

Fiscal Impact

None.

Attachments

Governmental Grant Contract

AGRICULTURE PARTIES TO THE STATE OF THE STAT
Begin Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)									
Begin Dat	te	End Dat	te		Agenc	Agency Tracking #		Edison ID	
Febru	ıary 12, 2024		April 2, 2028			33501-2425246		Non-Edison Contract 77734-87	
Grantee L	egal Entity Name	e						Edison Vendor ID	
City of	f Murfreesboro							0000004110	
Subrecipi	ent or Recipient		Assist	ance Listing	Numbe	r			
Subrecipient									
⊠R	ecipient		Grante	e's fiscal ye	ar end				
Service C	aption (one line of	only)							
Grant funds to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy									
Funding -	_ State	Federal		Interdeparti	montal	Other	101	TAL Grant Contract Amount	
2024	\$40,000.00	reuerai		interdeparti	ileiltai	Other	101	\$40,000.00	
2025	\$40,000.00							\$40,000.00	
2026	\$40,000.00							\$40,000.00	
2027	\$40,000.00							\$40,000.00	
2028	\$40,000.00							\$40,000.00	
TOTAL:	\$200,000.00							\$200,000.00	
Grantee S	Selection Process	Summary	,						
	petitive Selection		Thi del		Central	Procuremen		rement pursuant to authority accordance with Tenn.	
Non-	competitive Sele	ection							
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.						CPO US	SE - GG		
Speed Chart (optional) Account Code (optional)									

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF COMMERCE AND INSURANCE AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of grant funds to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy ("TLETA"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training Commission rules and regulations found at https://publications.tnsosfiles.com/rules/1110/1110.htm.
- A.3. The Grantee may hire an individual as a law enforcement officer who has not been previously certified as a law enforcement officer in Tennessee, ("new officer") as of the effective date of this contract. Each new officer shall be sent to the TLETA Basic Training Academy and successfully complete the program before the Grantee can make request for payment. The Grantee is not entitled to receive any grant funds for new officers who do not graduate from the TLETA Basic Training Academy.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on February 12, 2024 ("Effective Date") and end on April 2, 2028 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability").
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The tiers establishing the incidental cost-sharing assistance amounts below are based on the most current version of the Ability to Pay Index¹ (ATPI) in the county or city for which the Grantee has jurisdiction for the duration of the Grant Contract and are not subject to escalation for any reason unless amended.

ATPI Range	TDEC Ranges (TLETA Tier)	Incidental Cost-Sharing Assistance
0-20	Tier 1	\$15,000
30-40	Tier 2	\$12,000
50-60	Tier 3	\$9,000
70-100	Tier 4	\$5,000

¹ https://utextensionced.tennessee.edu/ability-to-pay-index/

- C.3. Payment Methodology. The Grantee shall be paid the amount in Section C.2. corresponding to the ATPI Range for the county or city for which the Grantee has jurisdiction at the time an invoice is submitted, not to the exceed the Maximum Liability established in Section C.1., for each new officer who has successfully completed TLETA's Basic Training Academy as set out in Section A.3.
- C.4. <u>Travel Compensation</u>. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment 5), and all supporting documentation determined necessary by the State, no less than ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

William "Chip" Kain, Director Tennessee Law Enforcement Training Academy 3025 Lebanon Pike Nashville, TN 37214 TLETA.grants@tn.gov

- a. The Grantee understands and agrees to all of the following:
 - (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
 - (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) A claim under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Disbursement Reconciliation and Close Out.</u> The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. <u>Indirect Cost</u>. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the

attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.8. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. <u>State's Right to Set Off.</u> The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall be responsible for maintaining and submitting the W-9 form and ensure the State has the accurate information on an annual basis.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable

to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

William "Chip" Kain, Director Tennessee Law Enforcement Training Academy 3025 Lebanon Pike Nashville, TN 37214 William.kain@tn.gov

The Grantee:

Lt. Melonie Roche City of Murfreesboro/Murfreesboro Police Department 1004 N. Highland Ave. Murfreesboro, TN 37130 0364@murfreesborotn.gov Telephone #629-201-5546

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

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

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

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 — 200.326 when procuring property and services under a federal award.

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

- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

IN WITNESS WHEREOF,

Mayor Shane McFarland

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

Adam Tucker

APPROWED: AS TO FORM

Adam F. Tucker, City Attorney

ATTACHMENT A Grantee Application



APPLICATION FOR TENNESSEE LAW ENFORCEMENT HIRING, TRAINING AND RECRUITMENT PROGRAM COST SHARING



Participation in this Tennessee Law Enforcement Hiring, Training, and Recruitment Program is voluntary. By signing this document, you are agreeing to abide by the terms of the executed Contract and to submit information requested by the Tennessee Law Enforcement Training Academy as requested. By signing this agreement, you also understand you are responsible for requesting funds and maintaining compliance with all Peace Officer Standards and Training (POST) Commission rules of this program and other state and federal laws. Failure to maintain compliance with the Contract may result in Contract termination.

Agency/Department Name: WIUTTeesboro Poi	ice Department		
Name of Agency/Department Head: Michael M	. Bowen		
Mailing Address 1004 N. Highland Ave.	City	, Murfreesboro	
		(include area code)	
State Tn Zip Code 37130 Cod		Phone 615-849-2641	
Chief/Sheriff E-Mail: mbowen@murfreesboro	tn.gov		
Agency/Department FEIN 62-6000374		, 4110	
Grant Budget: Estimate the number of cad (5) years at	lets <u>135</u> the Age ATPI range of\$ <u>\$5,000</u> .	ency/Department will send to TLETA ove 00for reimbursement per	
Please include a copy of the Department's V	V-9 (https://www.irs.gov/p	oub/irs-pdf/fw9.pdf) with this application.	
Authorized Representative of Agency/Depart	ment: Lt. Melonie Roch	ne	
Email of Authorized Representative 0364@n	nurfreesborotn.gov		······
Telephone of Authorized Representative 629	-201-5546(Cell 615-9	71-6264)	_
I, under the penalty of perjury (T.C.A. § 39-16 complete.	6-701), certify that the info	ormation provided in this application is cor	rect and
I certify that the information given in this ap Agency/Department am approved, the Agenc			
Michael Bowen		8-11-2023	
Head of Agency/Department		Date	

ATTACHMENT B Grant Budget



Tennessee Law Enforcement Hiring, Training, and Recruitment Program Cost Sharing Grant Invoice

GRANTEE MAILING ADDRESS

GRANTEE C	CITY STATE ZIP	CODE			
GRANTEE E	DISON ID	G	RANT C	ONTRACT NUMBE	R
GRANTEE C	CITY OR COUNT	TY (FOR ATPI)			
TLETA GRA	DUATION DAT	Е			
Ability to Pay	Index ² (ATPI) Index Training Ac	Range. Then indicate	below w	cement agency is locate which officers graduate ng Academy from you	
ľ	Names of Officers	who graduated from	TLETA (attach a separate sheet	, if needed)
Officer Name)	Officer PSID	Officer	r Name	Officer PSID
Officers by A	ATPI				
# Officers	ATPI Range	TDEC Ranges (TLETA Tiers)	X	Cost	Total
	0 - 20	Tier 1	X	\$15,000.00	
	30 - 40	Tier 2	X	\$12,000.00	
	50 - 60	Tier 3	Х	\$9,000.00	
	70 - 100	Tier 4	X	\$5,000.00	
Name of Law I	Enforcement Agend	cy			
Print Name of	Chief:				
Signature of Cl	hief:			Date:	

² https://utextensionced.tennessee.edu/ability-to-pay-index/

ATTACHMENT C

Parent Child Information

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

"Parent" means an entity whose IRS filing contains the information of at least one other entity.							
"Child" means an entity whose information is contained in another entity's IRS filing.							
Grantee's Edison Vendor ID number: 0000001554							
Is City of N	Murfreesboro a parent?	Yes	No 🗌				
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.							
Is City of N	Murfreesboro a child?	Yes	No 🗌				
If yes, complete the fields below.							
Parent entity's name:							
Parent entity's tax identification number:							
Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:							
Central Procurement Office, Grants Program Manager 3 rd Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243							
Parent entity's contact information							
Name of primary contact person:							
Ad	ddress:						
Pł	hone number:						
Er	mail address:						
Parent entity's Edison Vendor ID number, if applicable:							

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title:	Main Street Banner Reques	st		
Department:	Public Works			
Presented by:	Raymond Hillis			
Requested Coun	cil Action:			
	Ordinance			
	Resolution			
	Motion	\boxtimes		
	Direction			
	Information			

Summary

Request from Rutherford County Habitat for Humanity to hang a banner over East Main Street.

Staff Recommendation

Approve banner to be displayed as follows:

Rutherford County Area Habitat for Humanity

Background Information

Cookin' to Build is an annual fund-raising event held on Civic Plaza that showcases soup, stews, and chili. Participants are charged an admission fee and receive a decorative bowl to take home. All proceeds go to Habitat's mission to ending housing poverty. This event brings the community together to support a worthy cause.

Council Priorities Served

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

Fiscal Impact

None.

Attachments

Letter of request from Rutherford County Habitat for Humanity to hang banner.



November 16, 2023

City of Murfreesboro Lisa Mangrum 620 West Main Street Murfreesboro, TN 37130

Dear Mayor and City Council,

My name is Megan Hutchings, and I am the Community Outreach Coordinator for Rutherford County Habitat for Humanity. Each fall we have a special event called **Cookin' to Build.**

Cookin' to Build is held on the Murfreesboro Public Square and it showcases soup, stew, and chili recipes from local businesses, organizations, and individuals. There is an admission price, and it includes the choice of a hand painted bowl that you get to take home, endless samples of the various recipes, a drink, a dessert, and live entertainment. All the money raised from the event goes towards Habitat's mission of eliminating poverty housing. The 17th Annual Cookin' to Build is scheduled to take place on November 2, 2024.

I am writing this letter to seek your approval to put a banner on Main Street to advertise Cookin' to Build.

I have spoken with Lisa Mangrum, and she indicated that the dates of October 24th – November 4th, 2024, are available for the Cookin' to Build banner. Please consider approving this request.

Sincerely,

Megan L. Hutchings

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Plan of Services, Annexation, and Zoning for property west of

Sanctuary Place

[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes	
Resolution		
Motion		
Direction		
Information		

Summary

Annexation and zoning of approximately 5.24 acres located west of Sanctuary Place south of Mooreland Lane.

Staff Recommendation

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

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

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

Background Information

John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust initiated petitions of annexation [2023-503] for approximately 5.24 acres located west of Sanctuary Place. The City developed its plan of services for this area. Additionally, the same applicants presented to the City zoning applications [2023-416] for the same 5.24 acres be zoned as a part of the Marymont Springs PUD (Planned Unit District) simultaneous with annexation. During its regular meeting on November 1, 2023, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

On January 11, 2024, Council approved the zoning request on First Reading.

Council Priorities Served

Establish Strong City Brand

Council has expressed a desire to promote homeownership and the development of single-family neighborhoods. This request will further this goal by allowing three existing lots in a single-family residential neighborhood to increase in size.

Attachments:

- 1. Resolution 23-R-PS-39
- 2. Resolution 23-R-A-39
- 3. Ordinance 23-OZ-39
- 4. Maps of the area
- 5. Planning Commission staff comments from the 11/01/2023 meeting
- 6. Planning Commission minutes from 11/01/2023 meeting
- 7. Plan of Services
- 8. Other miscellaneous exhibits

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

PROJECT PLANNER: MARINA RUSH

8.d. Annexation petition and plan of services [2023-503] for approximately 5.24 acres located west of Sanctuary Place, W. Andrew Adams applicant.

The property owner, W. Andrew Adams, submitted a petition requesting a portion of his property be annexed into the City of Murfreesboro. The subject area is 5.24 acres located west of Sanctuary Place. The study area is vacant. The owners of Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are located along Sanctuary Place in the City limits, are in negotiations to each purchase 200' of the subject property to add to the rear of their lots. The purpose of the annexation request is for the area being added to these lots to be in the City of Murfreesboro. Simultaneous with this application is a request to zone the property to PUD (Planned Unit District – Marymont Springs) to allow each lot to be expanded for approximately 200 linear feet to the west.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the City limits along the east property line. Attached to this staff report are maps illustrating the annexation study area for the following property:

Portion of Tax Map 100, Parcel 027.01 (5.24 acres)

The Murfreesboro 2035 Comprehensive Plan, Chapter 4 Future Land Use Map identifies a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

A subdivision plat to combine the subject property with the three adjacent lots was recently approved by the Planning Commission. Staff expects the three property owners to acquire the subject property from Mr. Adams and record the plat prior to the Planning Commission public hearing. They will also be providing a new annexation petition bearing their signatures instead of the current property owner's. As such, after the public hearing, the Planning Commission will be acting on annexing the rear portion of three lots that are substantially already in the City limits, as opposed to annexing the rear portion of large parcel that is entirely in the unincorporated County.

Staff has prepared a plan of services (POS) for the proposed annexation, which provides detailed information regarding each of the City services. It is attached to this staff report for reference. The plan of services demonstrates that City services can be provided to the subject property.

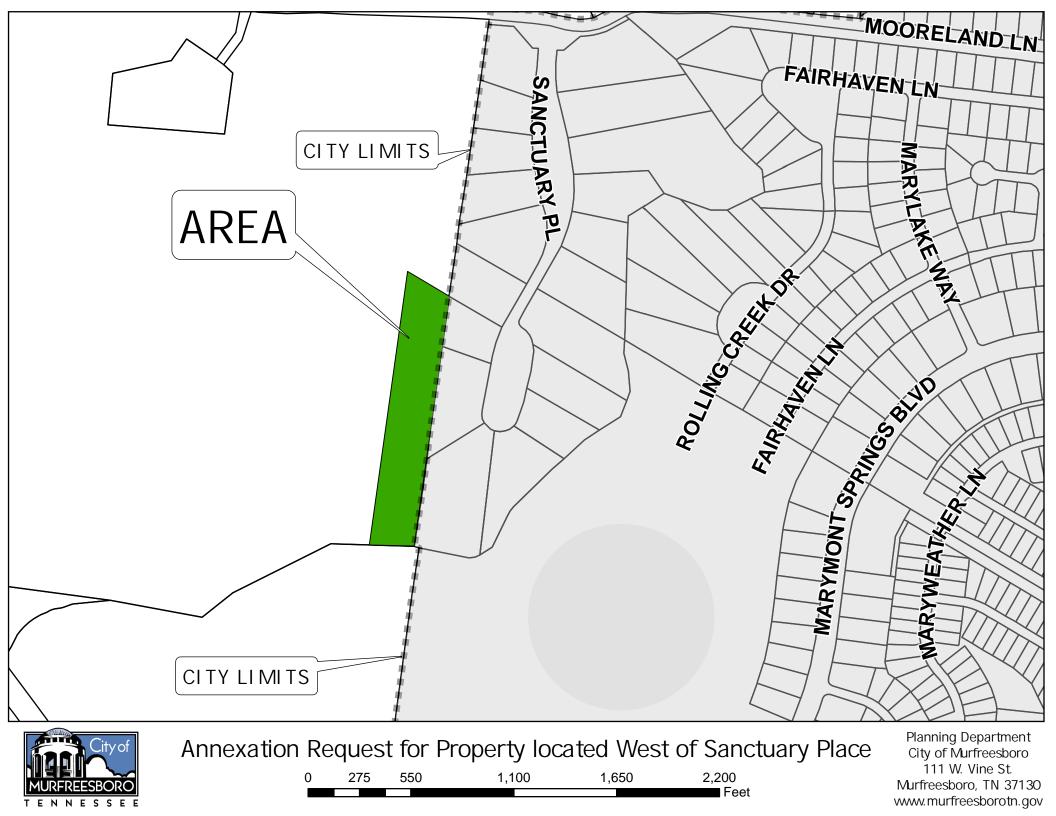
Staff Recommendations:

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

- a. Study area is contiguous with the existing City limits and is within the Murfreesboro Urban Growth Boundary.
- b. Study area is in the Service Infill area of the adopted 2035 Comprehensive Plan Future Land Use Map.
- c. City services can easily be provided to the subject property upon annexation, as the study area includes the rear portions of three lots, the front portions of which are already in the City limits.

Action Needed:

The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to answer questions. As an aside, while the respective property transfers are expected to occur prior to the November 1st Planning Commission meeting, they have not yet taken place as of the writing of the plan of services and this staff report. If the Planning Commission votes to recommend approval of this item, Staff recommends that approval be made subject to the preparation of an updated plan of services prior to the City Council's consideration of the matter. The plan of services will need to be updated to reflect the updated ownership and lot configurations.







Annexation Request for Property located West of Sanctuary Place

0 275 550 1,100 1,650 2,200 Feet

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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

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	Status:	Date:
Mailing Address (if not address	of property to be annexed)	
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Printed Name of Owner (and Ov	wner's Representative, if Owner is an entity)	1100
Signature:	Status:	Date:
Mailing Address (if not address	of property to be annexed)	
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Printed Name of Owner (and Ov	wner's Representative, if Owner is an entity)	
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Mailing Address (if not address	of property to be annexed)	
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Legal	Description is attached:	/es
Power of Attorno	ev applies and is attached:	es No

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Legal Description	is attached:Yes	i .
Power of Attorney applies an	nd is attached: Yes	s No

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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Signature:Status:	Date:
Mailing Address (if not address of property to be annexed)	
(Attach additional signature pages if necessary)	
Legal Description is attached: Ye	es
Power of Attorney applies and is attached: Ye	

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

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.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION

NOVEMBER 1, 2023

Mr. Bricke Murfree (attorney) was in attendance to represent the applicants.

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, Mr. Shawn Wright moved to approve the annexation petition subject to all staff comments, including the property being transferred from the current property owner to the three adjacent lot owners before Council's consideration of the annexation and the plan of services being revised accordingly; 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 [2023-416] for 5.2 acres located west of Sanctuary Place to be

zoned PUD (Marymont Springs PUD) simultaneous with annexation, 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.

Mr. Bricke Murfree (attorney) was in attendance to represent the applicants.

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.

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RESOLUTION 23-R-PS-39 to adopt a Plan of Services for approximately 5.2 acres located west of Sanctuary Place, John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-503].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on November 1, 2023 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on January 25, 2024, pursuant to a Resolution passed and adopted by the City Council on January 11 2024, and notice thereof published in <u>The Murfreesboro Post</u>, a newspaper of general circulation in said City, on January 9, 2024; and,

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

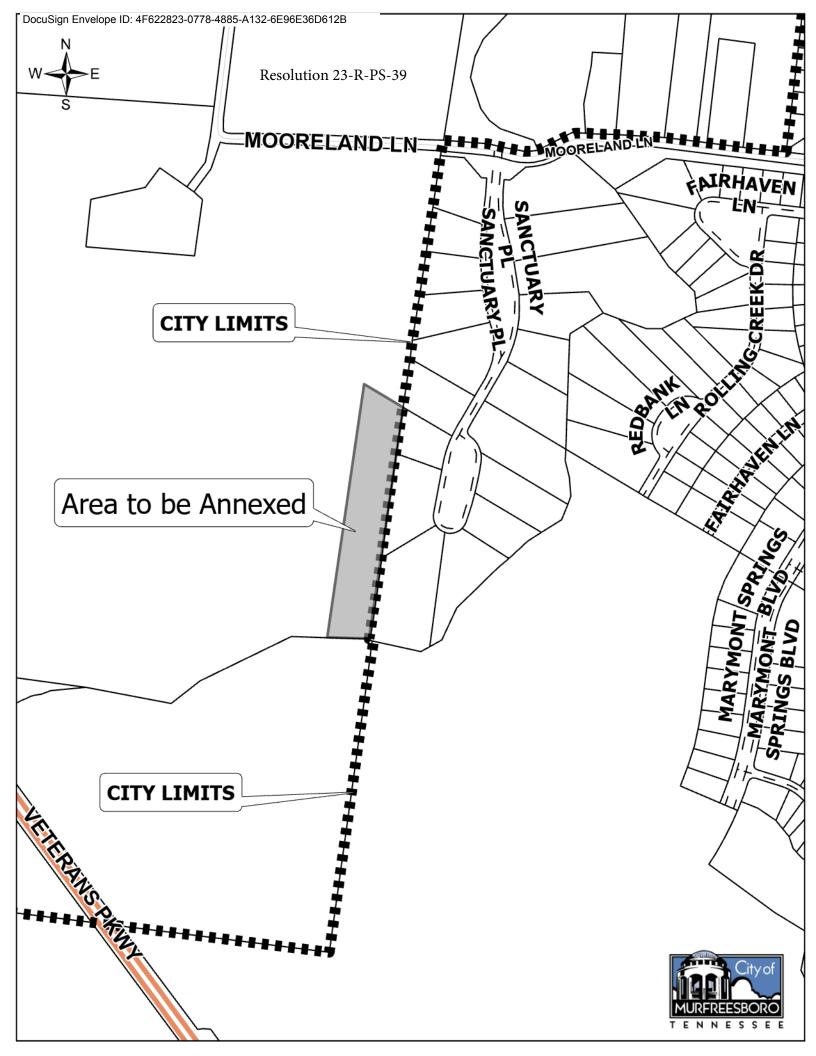
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

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

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 23-R-A-39**, the public welfare and the welfare of the City requiring it.

Passed: <u>January 25, 2024</u>	
	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:
	Docusigned by: Adam 7. Tucker
	43A2036E61F9401
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL

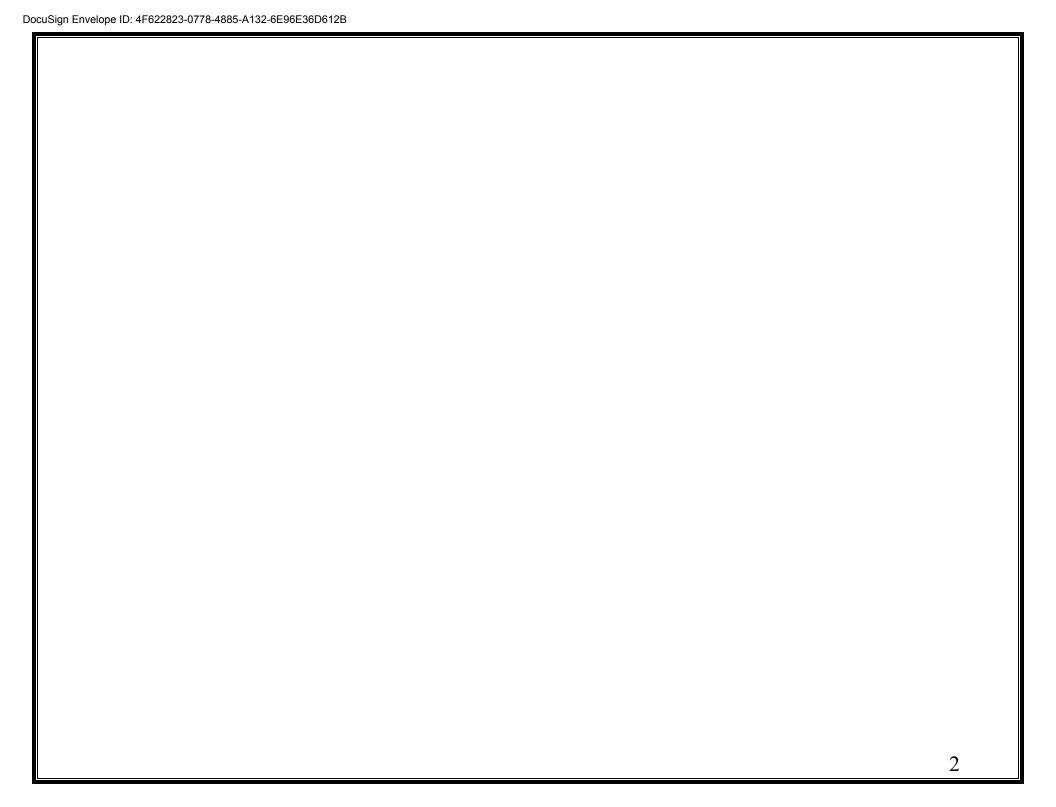


Resolution 23-R-PS-39

ANNEXATION REPORT FOR PROPERTY LOCATED WEST OF SANCTUARY PLACE INCLUDING PLAN OF SERVICES (FILE 2023-503)



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
NOVEMBER 1, 2023
(REVISED FOR THE JANUARY 25, 2024 CITY COUNCIL MEETING)



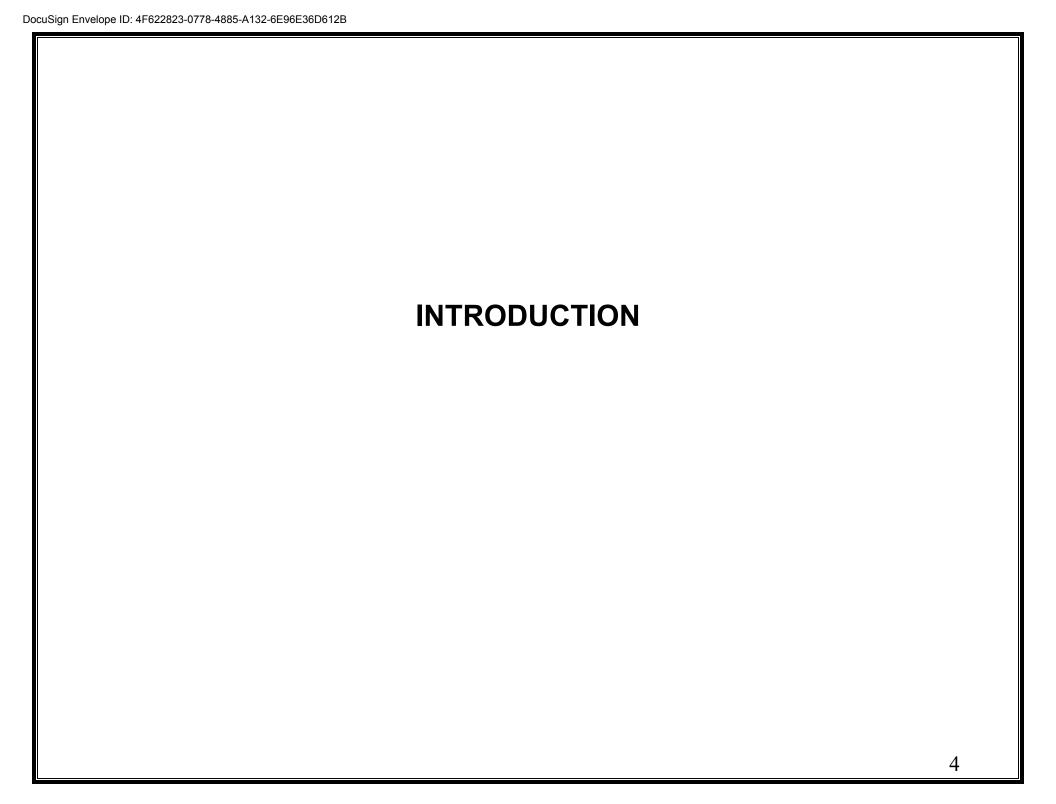




Annexation Request for Property located West of Sanctuary Place

0 275 550 1,100 1,650 2,200 Feet

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



OVERVIEW

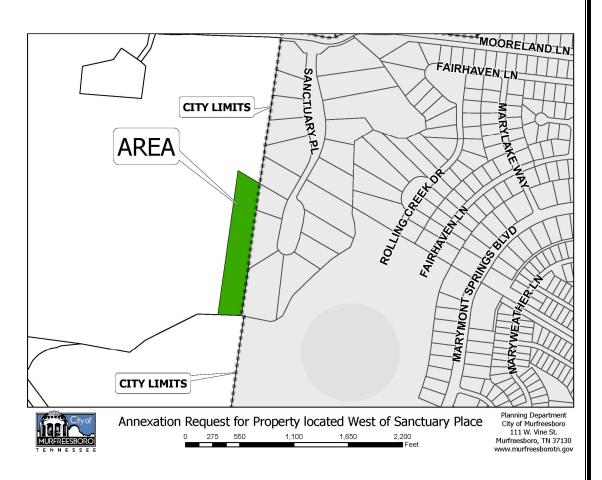
The property owners, John Brandon Burks and Shawn Nicole Burks, Stephen Flatt and Patsi Flatt, and the Sunita Agrawal Trust, submitted petitions requesting property be annexed into the City of Murfreesboro. The subject area is 5.24 acres located west of Sanctuary Place. The study area is vacant. The petitioners own Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are located along Sanctuary Place in the City limits. They have purchased 200' of the property to the west to add to the rear of their lots. The purpose of the annexation request is for the area being added to these lots to be in the City of Murfreesboro.

Simultaneous with this application is a request to zone the property to PUD (Planned Unit District – Marymont Springs) to allow the zoning of the rear of these lots to be consistent with the existing PUD zoning. The total study area is 5.24 acres and includes the following:

- Portion of Tax Map 100, Parcel 0027.01

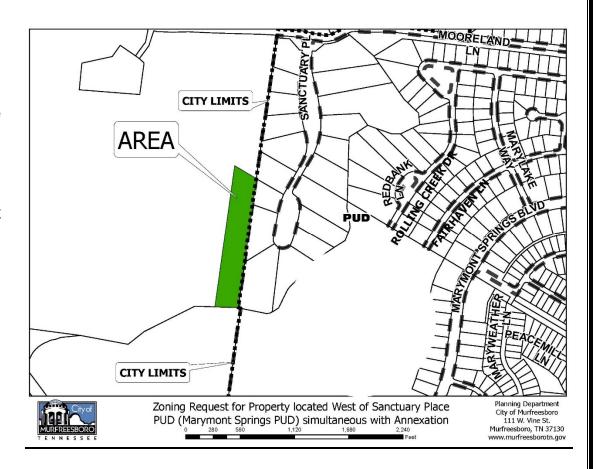
The study area is located within the City of Murfreesboro's Urban Growth Boundary

and is contiguous to the City limits along the east property line. The property is currently zoned Single Family Residential – Medium Density (RM) in the unincorporated County.



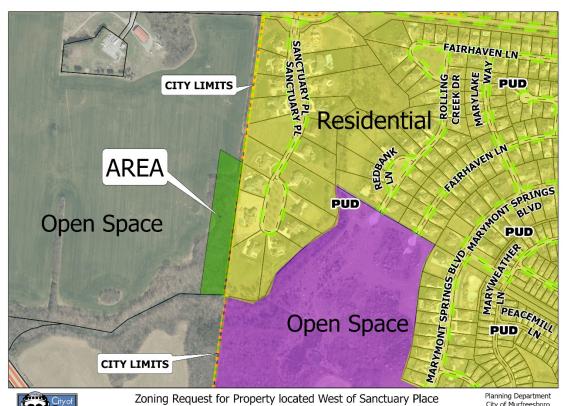
SURROUNDING ZONING

The subject property is currently zoned RM (Residential Medium Density) in Rutherford County. The surrounding properties to the north, south, and west are within unincorporated Rutherford County and zoned RM. The properties to the east, along Sanctuary Place, are within the City and zoned Planned Unit District (Marymont Springs PUD).



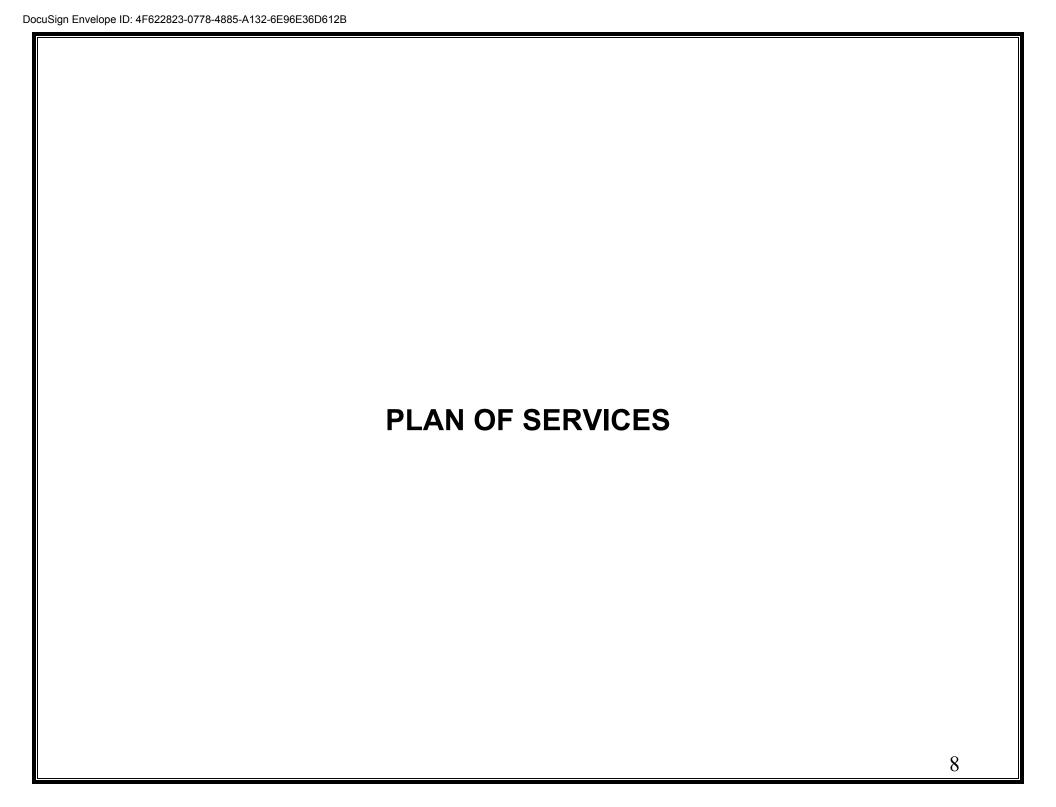
PRESENT AND SURROUNDING LAND USE

The study area is vacant. The property to the north, west, and south is one parcel and is developed with a single-family residence and used primarily for agriculture. The properties to the east are developed with single-family residences. The property to the southeast is open space.



Zoning Request for Property located West of Sanctuary Place PUD (Marymont Springs PUD) simultaneous with Annexation

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



POLICE PROTECTION

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

ELECTRIC SERVICE

The study area is vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are currently served by Middle Tennessee Electric (MTE). The annexation of the study area would have no impact on providing electric service.

STREET LIGHTING

No new street lighting is anticipated with this annexation. The study area is vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are currently served by MTE.

SOLID WASTE COLLECTION

The study area is currently vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are currently served by City solid waste collection. The day of collection service is Thursday, the cost of the cart is \$73.40. Because this area is already served by Solid Waste Collection, the annexation of the study area would not have an impact on Solid Waste Collection services.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is vacant. The study area will be added to the rear of Lots 187, 188 and 190 of the Marymont Springs Subdivision, which are currently developed with single-family residences and served by MCS. The

annexation of the study area would become part of the Salem Elementary School zone. With no new homes, the annexation would have no impact on MCS.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. Any new construction would be subject to the Marymont Springs PUD zoning requirements and the City's permit review. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction and drainage

structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area is currently vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision. These lots are located along Sanctuary Place, a private street within the Marymont Springs subdivision. As such, the annexation study area does not include any additional public roadway systems. Access to public roadway systems is available through existing Mooreland Lane to the north.

REGIONAL TRAFFIC & TRANSPORTION

The annexation study area is currently vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision. These lots are currently developed with single-family residences. As such, the annexation of the study area would not impact the regional traffic and transportation system in the City.

PROPERTY AND DEVELOPMENT

There is no new development proposed with this annexation. New development, if any, must comply with the City's Stormwater Quality regulations.

SANITARY SEWER SERVICE

The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision. These lots are currently served by the Murfreesboro Water Resources Department (MWRD) for sanitary sewer service. This annexation does not affect MWRD or the sanitary sewer service currently provided.

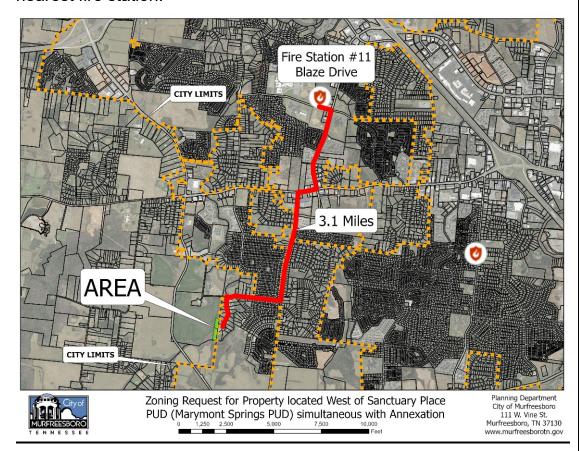
WATER SERVICE

The annexation study area is currently vacant. The study area will be added to the rear of Lots 187, 188, and 190 of the Marymont Springs Subdivision. These lots are currently developed with single family residences. The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. CUDRC has an existing eight (8) -inch ductile iron water main (DIP) located along Sanctuary Place currently serving these properties.

There are two green-top fire hydrants (one located at the property line of Lots 186-187 and one in front of Lot 188). These water lines can continue to serve the annexation study area.

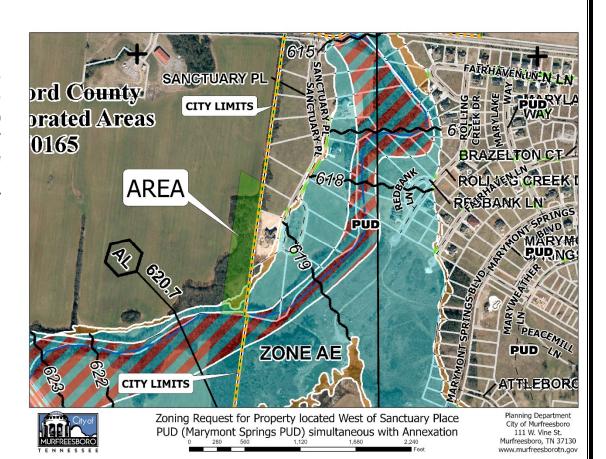
FIRE AND EMERGENCY SERVICE

The study area is currently vacant. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. Currently the study area is located 3.1 miles from Fire Station #11 (3942 Blaze Drive). The red line on the adjacent map represents the linear distance range from the nearest fire station.



FLOODWAY

The study area is partially located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the 100-year floodplain to the east and south of the subject property in blue. The regulatory floodway is identified with the red striping.



DRAINAGE

Public Drainage System

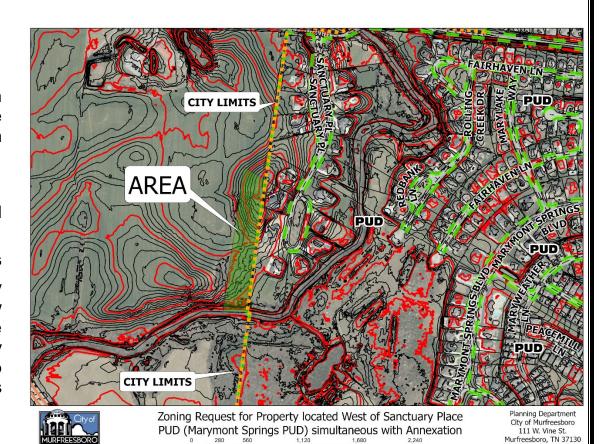
No public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

Regional drainage flows north to Overall Creek.

Stormwater Management and Utility Fees

The annexation study area is currently vacant. The property has no new development plans and will not generate annual revenue for the Stormwater Utility Fee. The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



www.murfreesborotn.gov

ANNEXATION FOLLOW-UP

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

RESOLUTION 23-R-A-39 to annex approximately 5.2 acres located west of Sanctuary Place (Tax Map 100, Parcel 027.01) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-503].

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

WHEREAS, a Plan of Services for such territory was adopted by Resolution 23-R-PS-39 on January 25, 2024; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 1, 2023 and recommended approval of the annexation; and

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

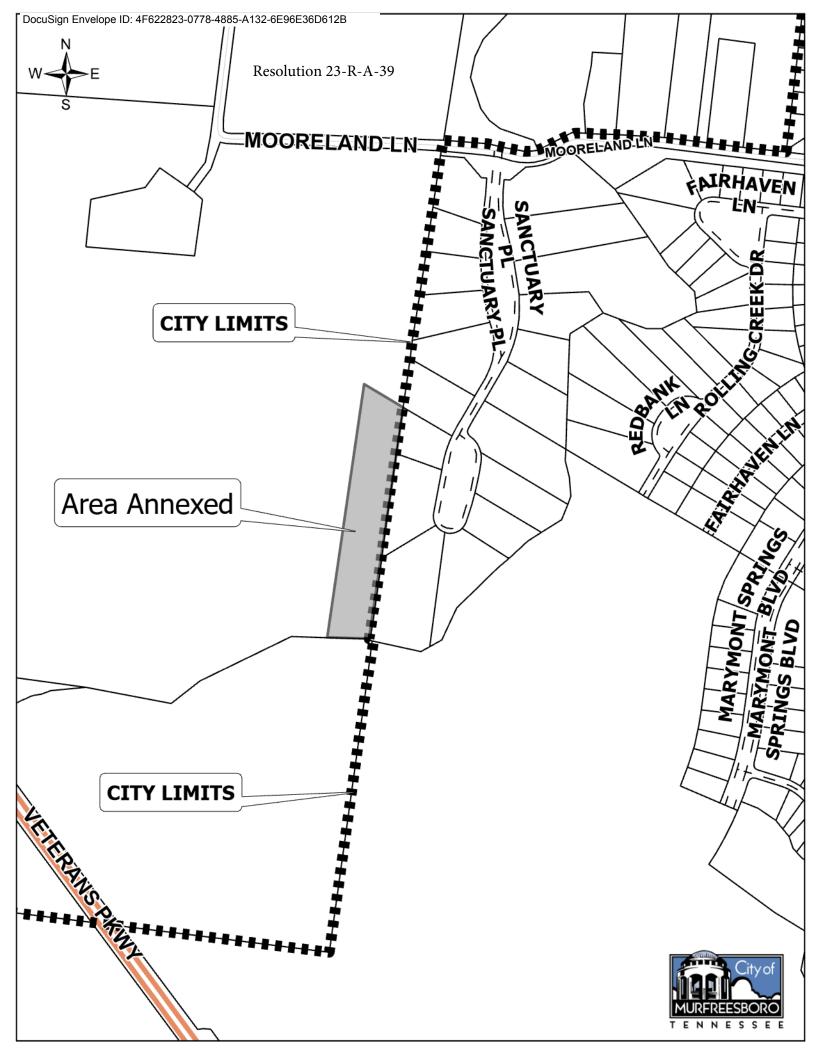
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

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

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 23-OZ-39**, the public welfare and the welfare of the City requiring it.

Passed: <u>January 25, 2024</u>	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	Docusigned by: Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL



MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 1, 2023 PROJECT PLANNER: MARINA RUSH

6.e. Zoning application [2023-416] for 5.24 acres located west of Sanctuary Place to be zoned PUD (Marymont Springs PUD) simultaneous with annexation, W. Andrew Adams applicant.

The applicant, W. Andrew Adams, represented by Clyde Rountree, is requesting to zone 5.24 acres located west of Sanctuary Place to Marymont Springs PUD simultaneous with annexation. The owners of Lots 187, 188, and 190 of the Marymont Springs Subdivision, which are located along Sanctuary Place in the City limits, are in negotiations to each purchase 200' of the subject property to add to the rear of their lots. For the sake of consistency, staff recommended to the applicants that the area they are adding to their lots be zoned PUD -- the same as the existing lots. The property tax number for the subject property is:

Portion of Tax Map 100, Parcel 027.01 (5.24 acres)



A subdivision plat to combine the subject property with the three Marymont Springs lots was recently approved by the Planning Commission. Staff expects the three property owners to acquire the subject property from Mr. Adams and record the

plat prior to the Planning Commission public hearing. In addition, they will be providing an updated rezoning application form bearing their signatures, instead of the current owner. As such, after the public hearing, the Planning Commission will be acting on zoning to PUD the rear portion of three existing lots that are substantially in the City limits and already zoned PUD. However, as of the time of the writing of this staff report, the property transfer has not yet taken place.

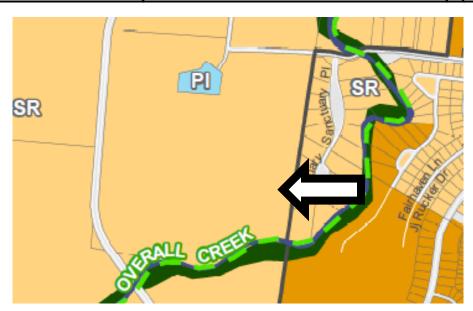
Adjacent Zoning and Land Uses

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated County. The properties to the east are zoned PUD (Marymont Springs PUD) and the properties to the north, west, and south are zoned RM in the County. The land uses are single family residences to the east and vacant and agricultural land to the west, north, and south. The subject property would be added into the Marymont Springs PUD.

Future Land Use Map

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates "Suburban Residential" is the land use character most appropriate for the project site. The "Suburban Residential" characteristics are large lot residential developments with detached residences, lower densities, and is intended to provide a transition from rural areas to urban areas. The typical zoning suggested is RS-15, RS-12, and RS-10. The proposed PRD is consistent with the SR characteristics.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



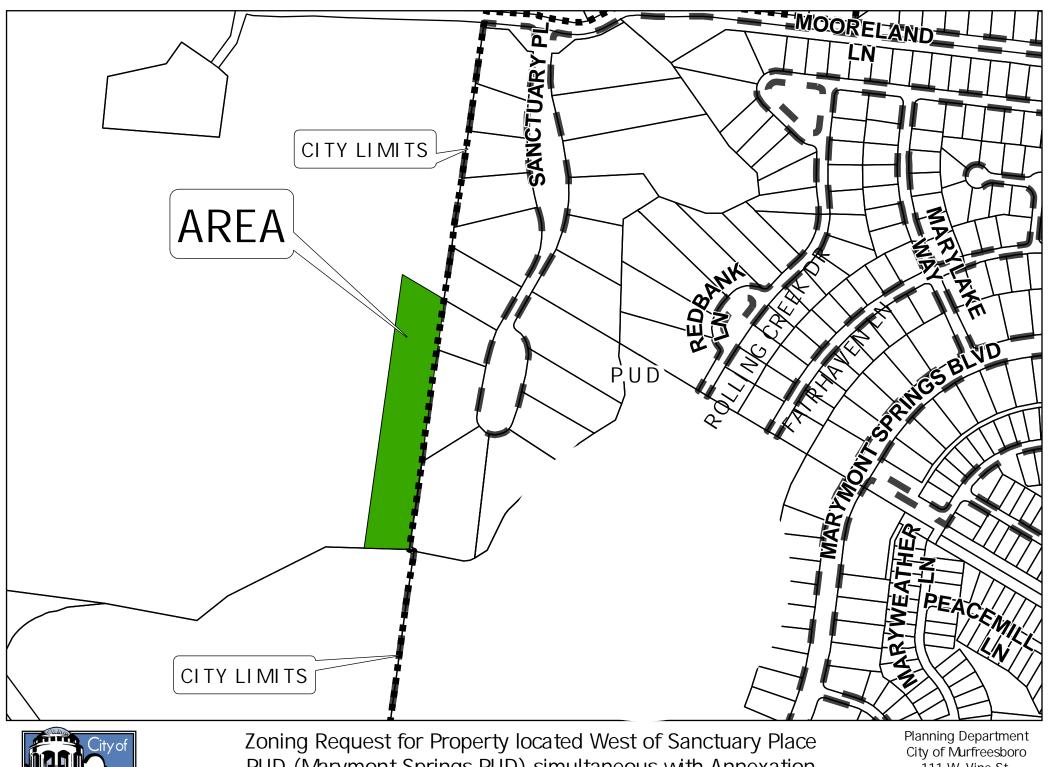
Recommendation:

Staff is supportive of this zoning request for the following reasons:

- 1) Marymont Springs PUD zoning is consistent with the FLUM because it allows single-family residential development. The rezoned property will comply with the Marymont Springs PUD for the intended use.
- 2) The proposed use of the property is compatible with the adjacent land uses.

Action Needed:

The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to to answer any questions or provide clarifications regarding the proposed zoning.



PUD (Marymont Springs PUD) simultaneous with Annexation 2,240

111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov





Zoning Request for Property located West of Sanctuary Place PUD (Marymont Springs PUD) simultaneous with Annexation

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,	n e
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 applica	nt:		
APPLICANT: Sunita	Agranal Trust b	Junita Agra	my/ Trystee
Address: 1862 Sano	tung Place	City/State/Zip:	my treesbord TN 37128
			anplastics corp. com
PROPERTY OWNER: 🎾	took Sunita	Agrawl TI	nst
Street Address or property description: 1.00	1 acres to be ad	ded to lot 187	ary mont springs seed phase
and/or Tax map #:	Group:		Parcel (s): part of 27.01
Existing zoning classification			,
Proposed zoning classification	1: Pup	_Acreage: 1.09	1
Contact name & phone number applicant): Bricke mu E-mail: Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant): Representation of the contact name & phone number applicant name & phone number & phon	E (required): SUMUL	Ty. can	elle l
Date received:	MPC YR.:	MPC #:	-
Amount paid:	Re	ceint #:	

Revised 7/20/2018



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:
APPLICANT: Stephen F. Flatt and patsi w Flatt
Address: 1872 Sunctuary Place City/State/Zip: Mu Areesboro TW
Phone: 615-428-8021 E-mail address: SFlatte WHC Care. Com
PROPERTY OWNER: Stephen F. Flatt and pats: w Flatt
Street Address or property description: 2.35 aves + be coded to tot 188 marginal springs Prinked and/or Tax map #: 100 Group: Parcel (s): Part of 77.01
and/or Tax map #: [00 Group: Parcel (s): part of 77.0]
Existing zoning classification: 2 m
Proposed zoning classification: pnO Acreage: 2.35 dives
Contact name & phone number for publication and notifications to the public (if different from the
applicant): Bricks mufred of my free + Goodman, ple
E-mail: Smartree C-martreeatty, con
APPLICANT'S SIGNATURE (required): That Pain W. Flatt
DATE: 1-12-24
******For Office Use Only************************************
Date received: MPC YR.: MPC #:
Amount paid: Pagaint #



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,	9.
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 applicant:
APPLICANT: John Brandon Builes + Shawn Nicole Bulles
Address: 1892 Sunctuary Place City/State/Zip: mufreesboro TN 37128
Phone: 615-767-6030 E-mail address: BBucks e First Sank on line. Con
PROPERTY OWNER: John Brandon Bullest Shum Nicole Brites
Street Address or property description: 1.80 acres & be added to Lot 190 phase IR
and/or Tax map #: 100 Group: Parcel (s): Durt of 7.7.01
Existing zoning classification: R M
Proposed zoning classification: Pup Acreage: 1.80 acres
Contact name & phone number for publication and notifications to the public (if different from the
applicant): Bricke martree of martice & Good min place
E-mail: Bruntie e mustre utty com
APPLICANT'S SIGNATURE (required): Joh Sadnigele Shum Musik Bulb
DATE: 1-12-24
******For Office Use Only************************************
Date received: MPC YR.: MPC #:

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: Request for annexation and rezoning of land of land into the City of Murfreesboro adjacent to the Marymont Springs Subdivision. The rezoning being requested is from RM to PUD.

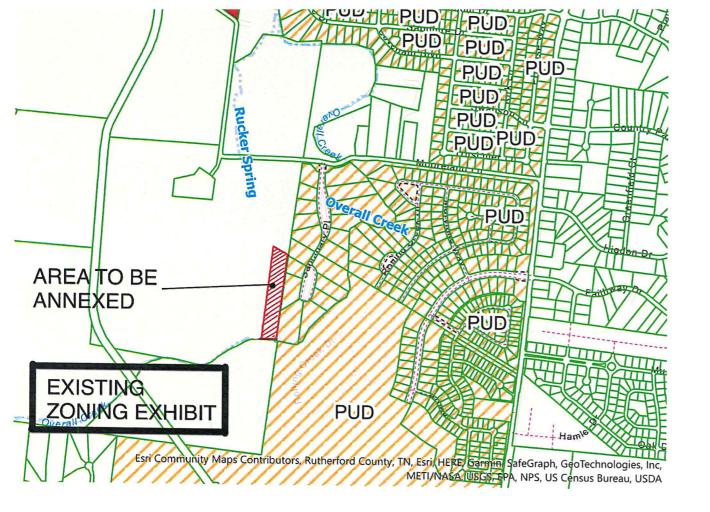
Dear Mr. Greg,

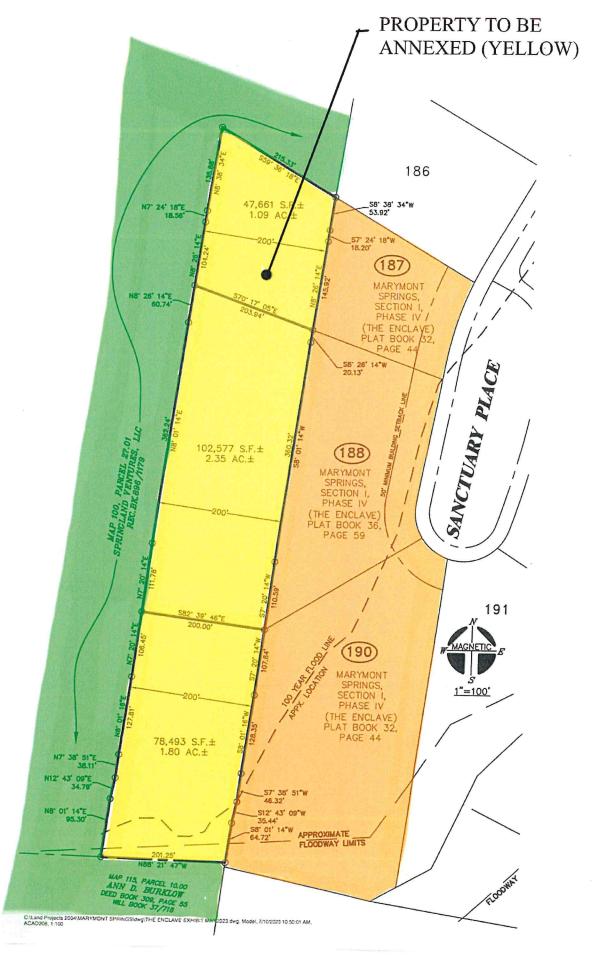
On behalf of our client Mr. Steve Flatt, we hereby request lots 187, 188, and 190 on Sanctuary Place, in the Marymont Springs Subdivision, Section 1, Phase IV, (The Enclave) be expanded to include an additional 200' depth. The land is currently zoned RM and we are requesting the PUD zoning. The land requested will provide additional distance between the existing homes located on the above lots and the potential development on land identified as Map 100, Parcel 27.01 owned by Spring Land Ventures, LLC. Specifically, we are requesting to expand lot 187 by 1.09 acres, lot 188 by 2.35 acres, and lot 190 by 1.80 acres (See Attached exhibit).

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

Sincerely,

Clyde Rountree, RLA





ANNEXATION EXHIBIT

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. Bricke Murfree (attorney) was in attendance to represent the applicants.

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, Mr. Shawn Wright moved to approve the annexation petition subject to all staff comments, including the property being transferred from the current property owner to the three adjacent lot owners before Council's consideration of the annexation and the plan of services being revised accordingly; 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 [2023-416] for 5.2 acres located west of Sanctuary Place to be

zoned PUD (Marymont Springs PUD) simultaneous with annexation, W. Andrew

<u>Adams applicant</u>. 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. Bricke Murfree (attorney) was in attendance to represent the applicants.

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.

7

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 1, 2023

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

7. Staff Reports and Other Business:

Mr. Matthew Blomeley reminded the Planning Commissioners about the workshop meeting scheduled on November 14, 2023, at 9:00 a.m., City Hall Room 218. Mr. Blomeley also reminded the Planning Commissioners about some continuing education opportunities.

8. Adjourn.

There being no bu	usiness the meeting adjo	ourned at 7:15 p.m.
	Clasin	
	Chair	
	Secretary	-
GM: cj		

ORDINANCE 23-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 5.2 acres located west of Sanctuary Place as Planned Unit Development (PUD) District (Marymont Springs PUD), simultaneous with annexation; John Brandon and Shawn Nicole Burks, Stephen and Patsi Flatt, and the Sunita Agrawal Trust, applicants [2023-416].

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

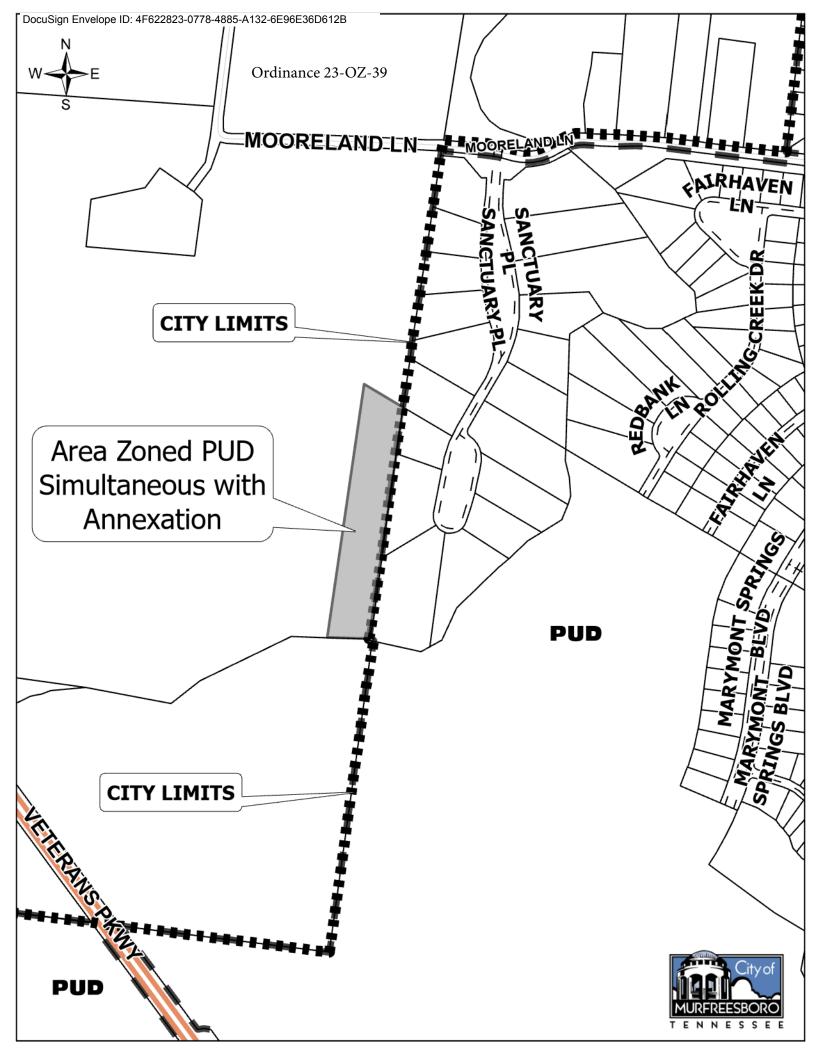
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Unit Development (PUD) 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>January 11, 2024</u>		
2 nd reading	<u>January 25, 2024</u>		
ATTEST:		APPROVED AS TO FORM:	
		DocuSigned by: Adam 7. Tucker	
Jennifer Br	own	Adam F. Tucker	
City Record	er	City Attorney	

SEAL



COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Rezoning property along Old Fort Parkway

[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes
Resolution	
Motion	
Direction	
Information	

Summary

Rezoning of approximately 48.3 acres located along Old Fort Parkway, Stones River Mall Boulevard, and Mall Circle Drive.

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

Kimley-Horn, representing Sterling Organization, presented to the City a zoning application [2023-417] for approximately 48.3 acres located along Old Fort Parkway, Stones River Mall Boulevard, and Mall Circle Drive to be rezoned from CH (Highway Commercial District) and PSO (Planned Signage Overlay District) to PCD (Planned Commercial District) and PSO. During its regular meeting on December 6, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 11, 2024, Council approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will allow additional flexibility for an existing shopping center, helping to maintain its viability in an ever-changing retail landscape.

Attachments:

- 1. Ordinance 23-0Z-40
- 2. Maps of the area
- 3. Planning Commission staff comments from the 12/06/2023 meeting

- 4. Planning Commission minutes from the 12/06/2023 meeting
- 5. Stones River Town Centre PCD pattern book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 6, 2023

PROJECT PLANNER: AMELIA KERR

5.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.

Introduction

The subject property consists of six (6) parcels located along Old Fort Parkway, Stones River Mall Boulevard, and Mall Circle Drive. The parcels are platted land identified as Tax Map 091I Group A, Parcels 18.00, 18.02, 18.03, 18.04, 18.05 and 18.06. The property included in the zoning map amendment request is a total of 48.299 acres and is developed with the Stones River Mall. Parcels 18.00, 18.02, and 18.03 are owned by the applicant and are included in the applicant's request. Parcels 18.04 (JC Penney), 18.05 (Miller's Alehouse), and 18.06 (Olive Garden) are included as additional study area by the City of Murfreesboro, since they are part of the overall Stones River Mall development. The property is zoned CH (Commercial Highway District) and PSO (Planned Signage Overlay District). The subject property is located north of Old Fort Parkway, adjacent to the Home Depot to the west, and Old Fort Park to the north and east.

Stones River Town Centre PCD – 48.299 acres Overview

The existing AMC theater has expressed a desire to own the property their business is located on but is unable to meet minimum setback and landscaping requirements in order to subdivide. The request for rezoning to PCD is to create separate lots for the existing AMC building (lot #4) and a proposed future building (lot #5) and the ability to provide future subdivisions within the context of the overall Stones River Town Centre development. If the PCD is approved, subdivided parcels will be governed by the proposed PCD regulations and the private declarations of the Stones River Town Centre, including shared parking with cross access easements and agreements.

Transportation, Circulation and Access:

The Stones River Town Centre development has two primary access points from Old Fort Parkway, a public major arterial roadway on the southeast and southwest corners of the overall development. Stones River Mall Boulevard and Mall Circle Drive are public commercial collector roadways, bordering the east, north, and west sides of the development and provide multiple access points to the parking lots surrounding the development.

Purposes of Planned Develop District:

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

- 1. to promote flexibility in development design and to permit planned diversification in the location of structures;
- 2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
- 3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
- 4. to encourage the total planning of land tracts consistent with adopted long-range plans;
- 5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
- 6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
- 7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
- 8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
- 9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
- 10. to encourage the revitalization of established commercial centers;
- 11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
- 12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
- 13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Exceptions

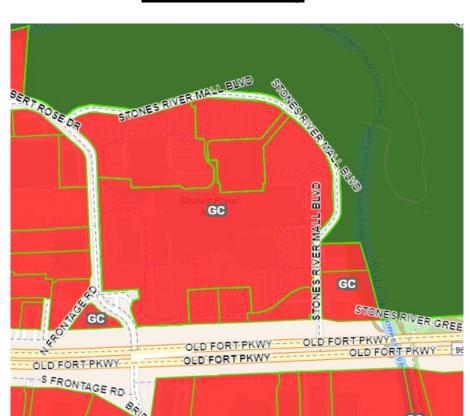
Exceptions must be specifically identified and requested in the application for a planned development. The Zoning Ordinance states the following regarding exceptions within planned developments:

The planned development approval may provide for such exceptions from the Subdivision Regulations and Design Guidelines, district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development.

Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

The PCD book identify two exceptions on page 16 of the program book. They are:

- 1. Landscaping exception for interior perimeter planting yards.
- 2. Rear setback to be "0" as opposed to the required 20 per the Zoning Ordinance.



Future Land Use Map

(GENERAL) COMMERCIAL CHARACTER (GC)

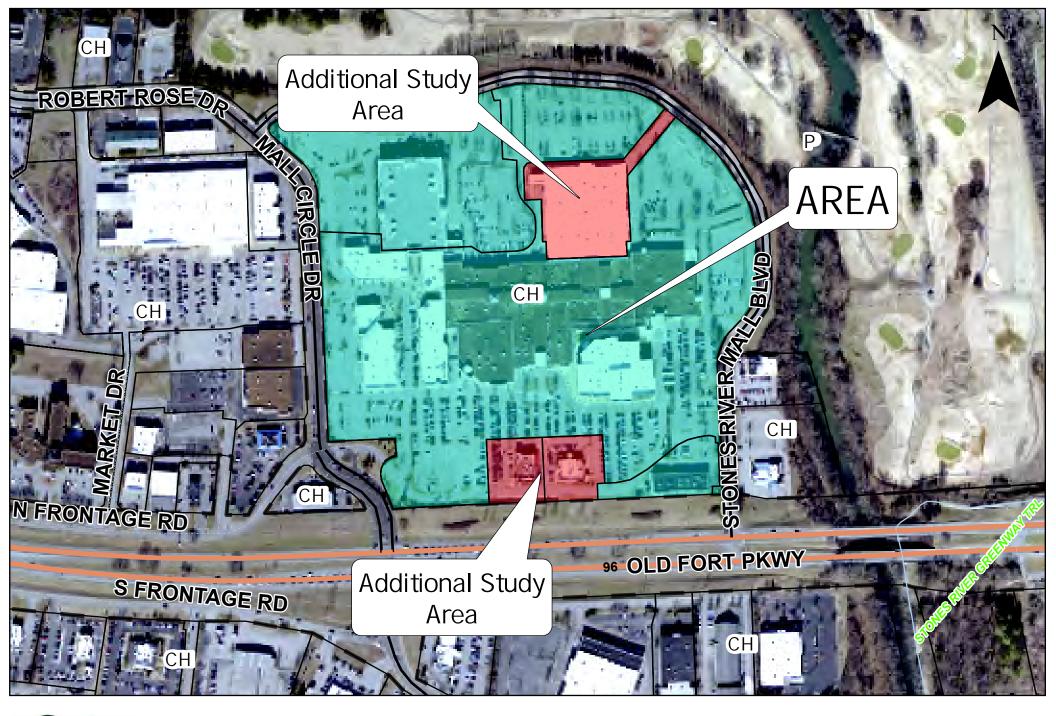
This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses like regional shopping center, grocery, hotels, gas stations, restaurants, and "big box" retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways. The existing mall development is consistent with the GC land use character, and the proposed PCD zoning continues to allow the mall and its various uses by right.

Recommendation:

Staff is supportive of this request as it is intended to allow additional flexibility in order to help this development be successful in an ever changing retail landscape. Staff requests the Planning Commission to consider the following items in its review of this request:

- 1. The proposed development type and characteristics are consistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
- 2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PCD.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PCD program book is included with the agenda materials. The Planning Commission should conduct a public hearing prior to formulating a recommendation to the City Council.

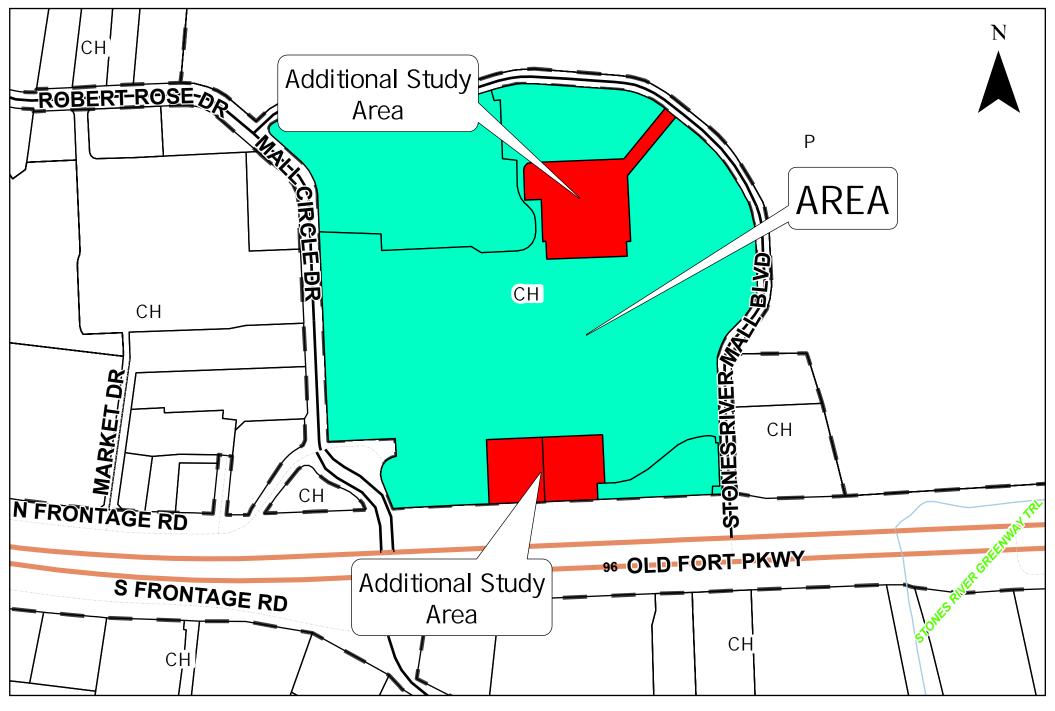




Zoning Request for Property located along Old Fort Parkway CH and PSO to PCD (Stones River Town Centre PCD) and PSO

) 425 850 1,700 Feet

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





Zoning Request for Property located along Old Fort Parkway CH and PSO to PCD (Stones River Town Centre PCD) and PSO 1,700 Feet

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

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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:

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.

To be completed by applicant: APPLICANT: Shawn Schaub, Kimley-Horn	and Associates
	City/State/Zip:Franklin, TN, 37067
	E-mail address:shawn.schaub@kimley-horn.com
PROPERTY OWNER: SVAP II Stones Rive	
Cturat Address an	kway Murfreesboro TN, 37129
and/or Tax map #· 091I Group	o:Parcel (s):091I-A-018.00-000
Existing zoning classification: CH Commercial	Highway
Proposed zoning classification: CH Commercial	Highway _{Acreage:} 40.21 acres
Contact name & phone number for publication a	ad notifications to the public (if different from the
applicant): Additional Email Correspondence	<u>-</u>
E-mail: dhicks@sterlingorganization.com	
APPLICANT'S SIGNATURE (required):	There
DATE: 10-11-2023	

Date received: MPC YR.:	

Receipt #:

October 05, 2023

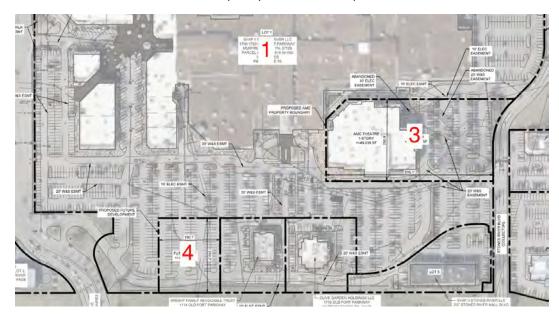
Ms. Amelia Kerr

111 W Vine St, Murfreesboro, TN 37130

RE: Stones River PCD Resubdivision

Dear Amelia,

The intent for the Stones River Planned Commercial District (PCD) rezoning application is to subdivide lot 1 into three separate parcels. Lot 1 will remain the Stones River Mall, lot 4 will be proposed for future development of an out-parcel and lot 3 will be provided for the existing AMC theater (see below). The new proposed lots will not meet all requirements within the zoning ordinance therefore, a Planned Commercial District (PCD) submittal is required.



If you have any questions, please contact me at (615) 564-2701 or shawn.schaub@kimley-horn.com.

Sincerely,

Shawn Schaub, E.I.T Project Manager

STONES RIVER TOWN CENTRE

1720 Old Fort Parkway, Murfreesboro, TN 37129

Pre-app Submittal 10/06/23 Resubmittal 01/02/24



Dustin Hicks 302 Datura St., Suite 100 West Palm Beach, FL 33401 772-486-9212



Anneka Gilliam 10 Lea Avenue, Suite 400, Nashville, Tennessee 37210 615-669-7923

Submitted for the January 11th, 2024 City Council Meeting

A request for rezoning the Stones River Town Centre development parcels from Commercial Highway (CH) to Planned Commercial District (PCD).



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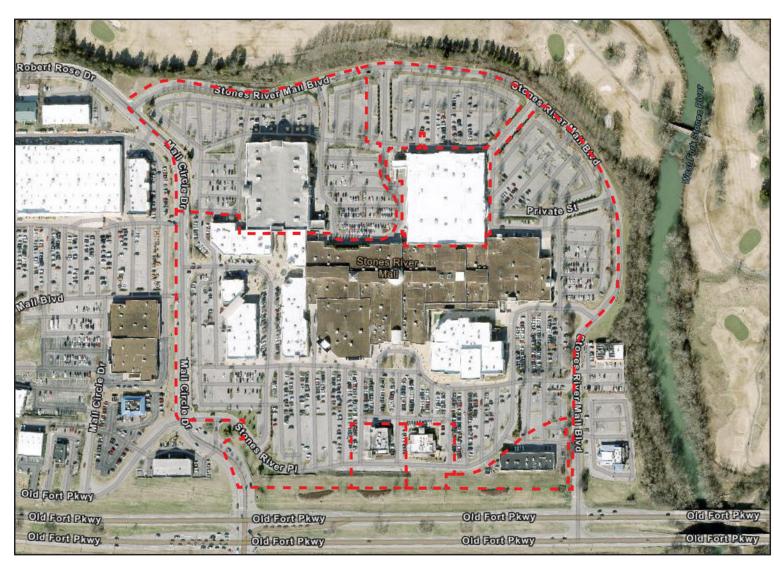
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PROJECT DESCRIPTION

The Sterling Group respectfully requests the rezoning of the Stones River Town Centre development parcels at 1720 Old Fort Parkway from Commercial Highway (CH) to Planned Commercial District (PCD) to establish development standards consistent with past and future subdivisions of development parcels. The properties are located along the north side of Old Fort Parkway, bordered to the east and north by the Old Fort Golf Course and West Fork River, and bordered to the west by other highway commercial uses.

The request for rezoning to PCD is to create separate lots for parcels 4 and 5 and provide development standards to accommodate past and future parcel subdivisions within the context of the overall Stones River Town Centre development. By doing so, the Stones River Town Centre development will provide the flexibility to accommodate the future development of commercial services and products for the Murfreesboro area. Subdivided parcels shall continue to be governed by the private declarations of the Stones River Town Centre, including shared parking and cross access easements and agreements, and City of Murfreesboro regulations.



FUTURE LAND USE MAP

DESCRIPTION:

The surrounding area consists of Commercial Highway (CH) uses along the north and south frontages of Old Fort Parkway with Park and Open Space uses to the north along the West Fork River. The Murfreesboro 2035 Future Land Use Plan mirrors the current zoning of surrounding Commercial Highway uses. The proposed Planned Commercial Development zoning is consistent and compatible with surrounding uses. Existing developments within this PCD align with the recommendations for the Future Land Use Plan and future subdivision and development of parcels within this PCD will also be consistent with these recommendations.



GC - GENERAL COMMERCIAL



PK - PARK

EXISTING CONDITIONS | SUBDIVISION & TRANSPORTATION



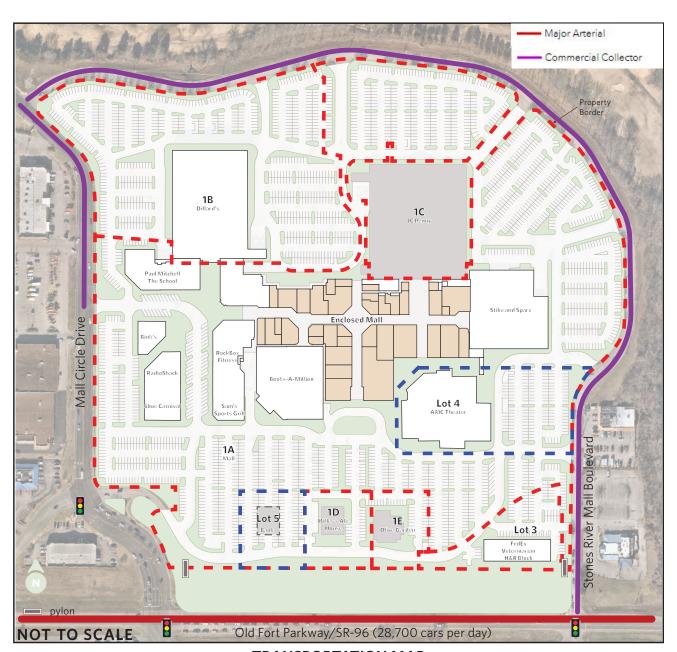




SUBDIVISION MAP

DESCRIPTION:

The Stones River Town Centre development is surrounded by a mixture of highway commercial developments. The Home Depot and PetSmart shopping centers are located to the west with associated outparcels situated along the Old Fort Parkway frontage. Hobby Lobby, Lowe's Home Improvement, and Target shopping centers are located to the south across Old Fort Parkway.



TRANSPORTATION MAP

DESCRIPTION:

The Stones River Town Centre development has two primary access points from Old Fort Parkway, a public major arterial roadway on the southeast and southwest corners of the overall development. Stones River Mall Boulevard and Mall Circle Drive, and public commercial collector roadway, borders the east, north, and west sides of the development as a ring road and provides multiple access points to the parking lots surrounding the development.

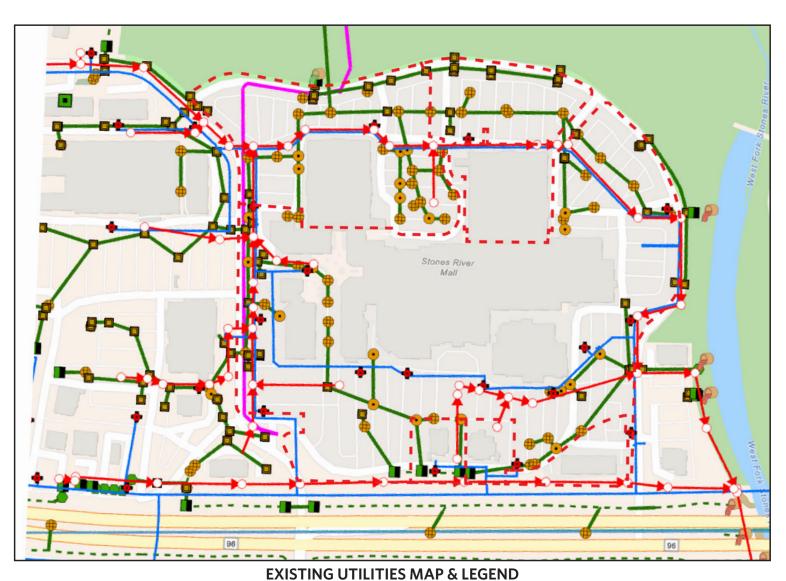
Private

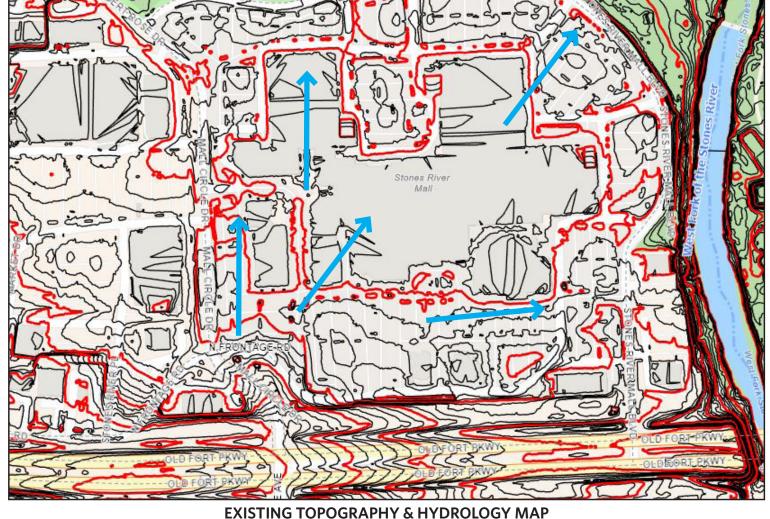
Proposed

EXISTING CONDITIONS | UTILITY & TOPOGRAPHY/HYDROLOGY









DESCRIPTION:

The topographic map above shows the sites topographic high point in the southwest corner of the property. The property drains to the north and east towards the West Fork River basin into swales that border the Stones River Mall Boulevard and to the river.

MWRD Storm Water **MWRD Sewer** MWRD Repurified Water MWRD Water Manhole Discharge Point Fire Hydrant Junction Box Manhole Type Туре Structure Function Abandoned Area Drain Private Hydrant Repurified WaterLine Existing Area Drain with Manhole O Curb Cut Proposed Curb Inlet Waterline Headwall ▲ Manhole Curb Combo Gravityline Slotted Trench Inlet Gravityline Type BOX CULVERT Outlet Structure Abandoned HEADWALL ▲ MITERED SLOPED PAVED

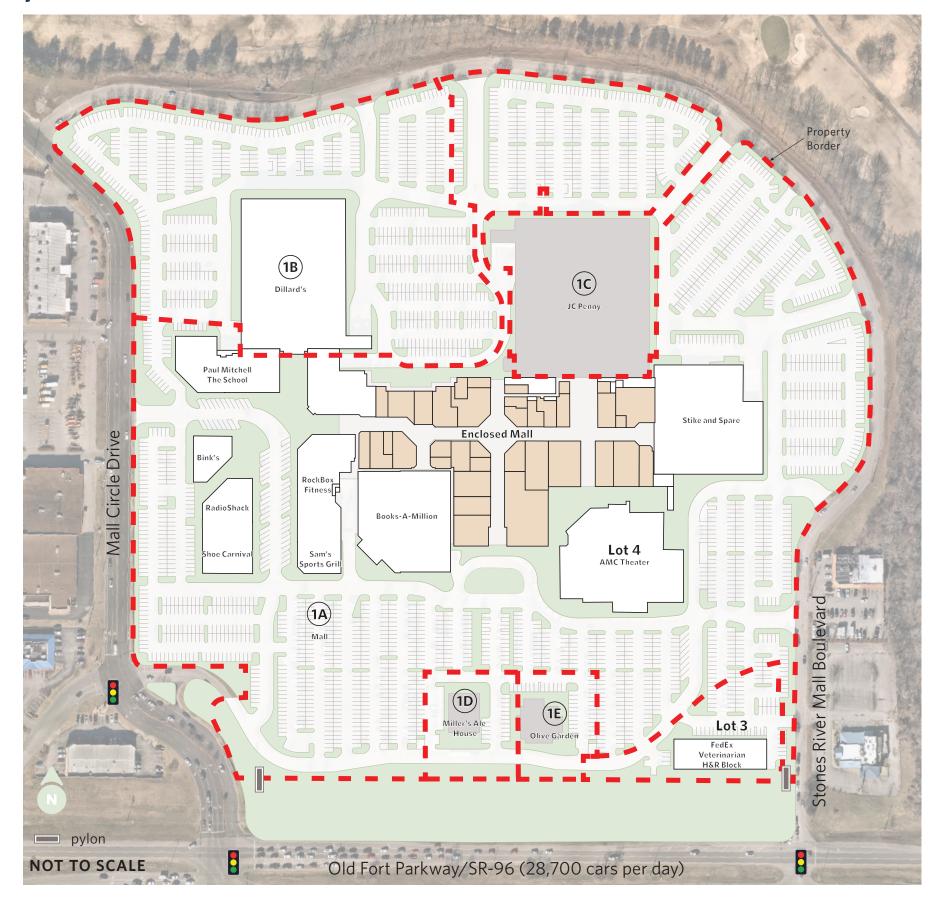
♦ PROJECTING END

WINGWALL

EXISTING CONDITIONS | OVERALL MAP



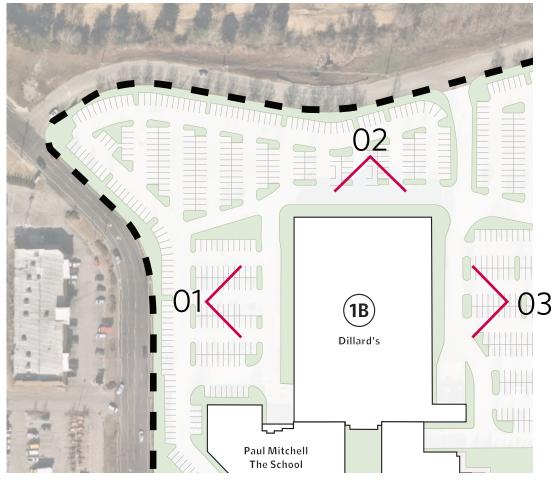




EXISTING CONDITIONS | SITE PHOTOS | DILLARD'S & ENCLOSED MALL



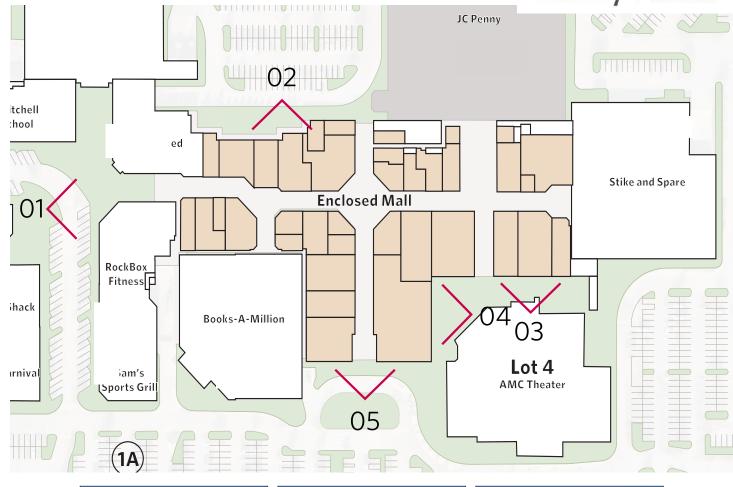




















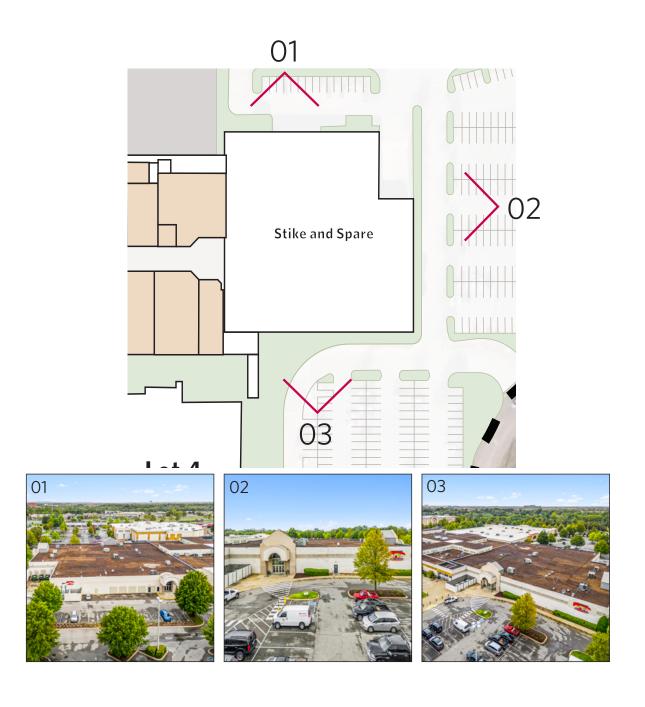


EXISTING CONDITIONS | SITE PHOTOS | JC PENNY & STRIKE AND SPARE





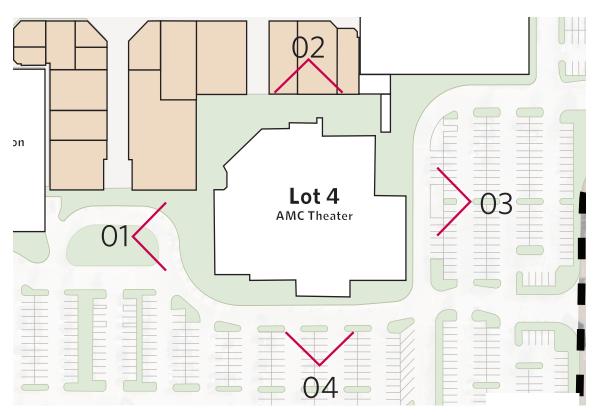




EXISTING CONDITIONS | SITE PHOTOS | AMC & BOOKS-A-MILLION





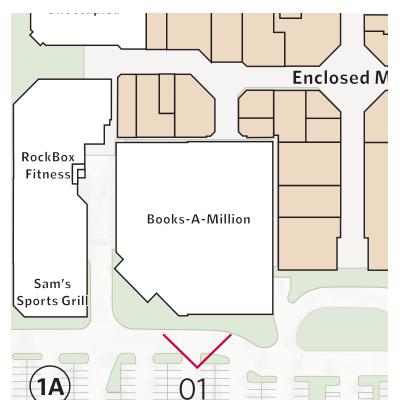










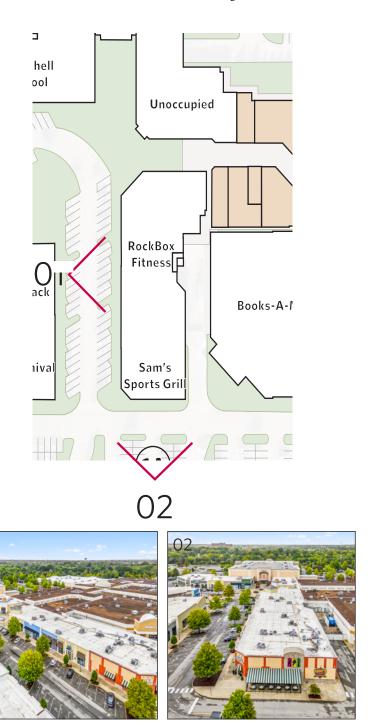


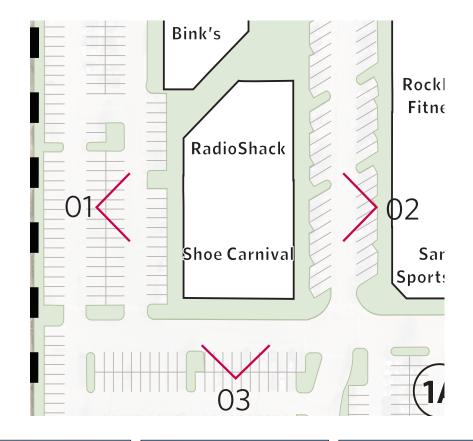


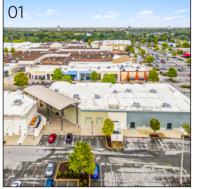
EXISTING CONDITIONS | SITE PHOTOS | SAM'S & SHOE CARNIVAL











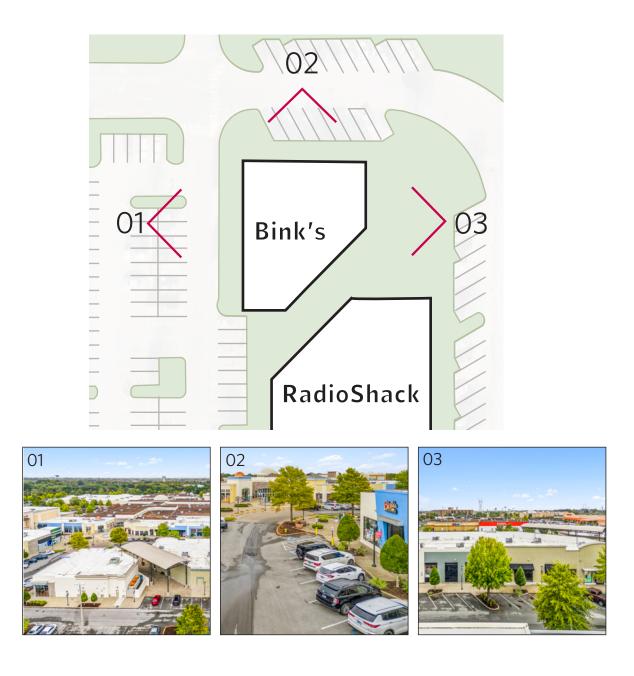




EXISTING CONDITIONS | SITE PHOTOS | BINK'S & PAUL MITCHELL





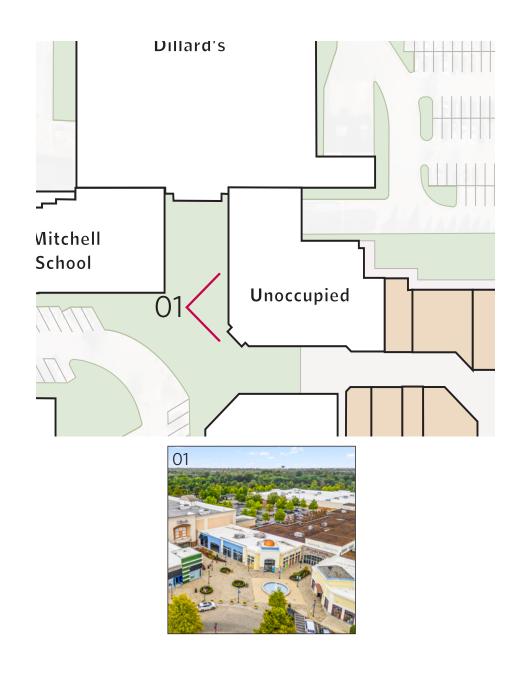


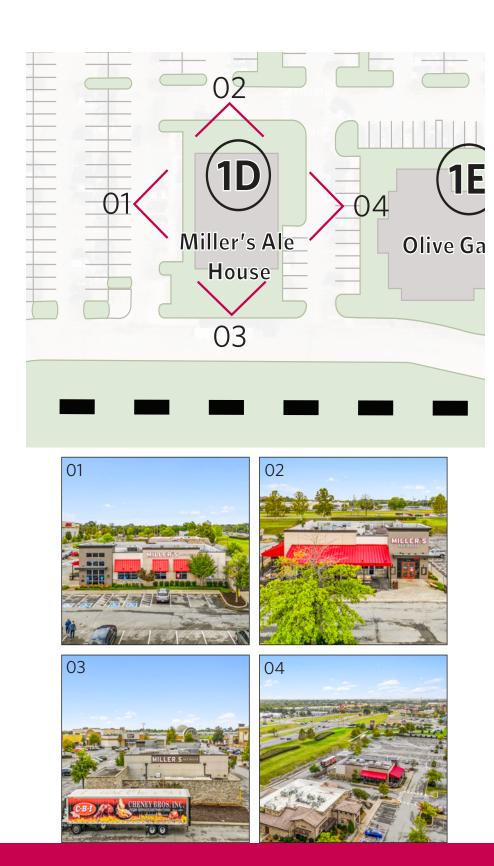


EXISTING CONDITIONS | SITE PHOTOS | UNOCCUPIED BUILDING & MILLER'S





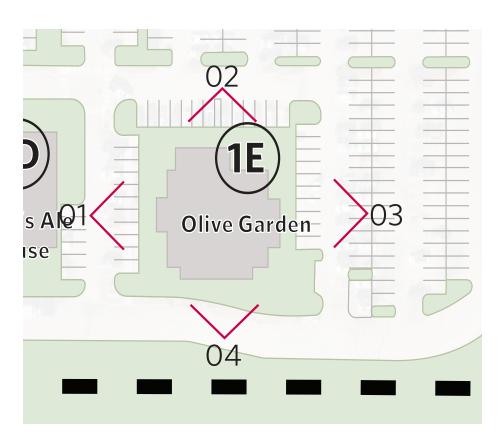




EXISTING CONDITIONS | SITE PHOTOS | OLIVE GARDEN & FEDEX/VET/H&R BLOCK





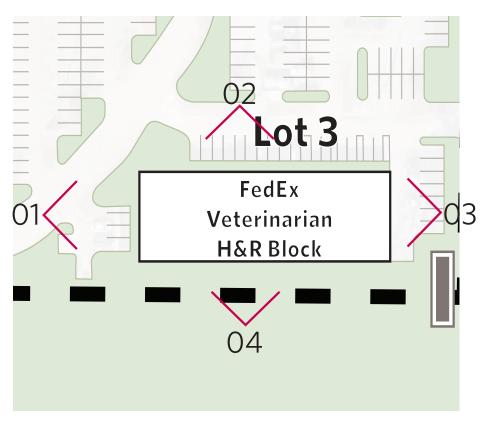














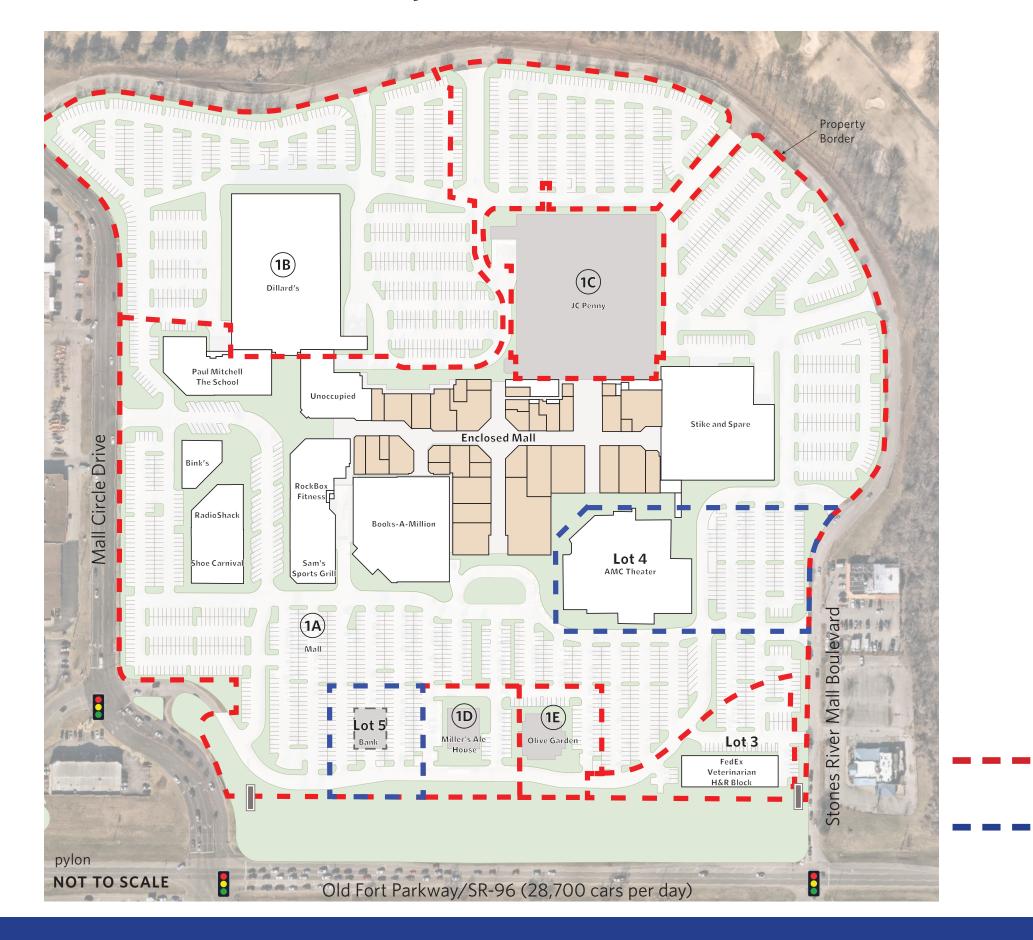
PROPOSED PLANNED COMMERCIAL DISTRICT | OVERALL MAP





EXISTING PARCELS/LOTS

PROPOSED PARCELS/LOTS



PROPOSED PLANNED COMMERCIAL DISTRICT | DEVELOPMENT STANDARDS & ZONING



Kimley » Horn

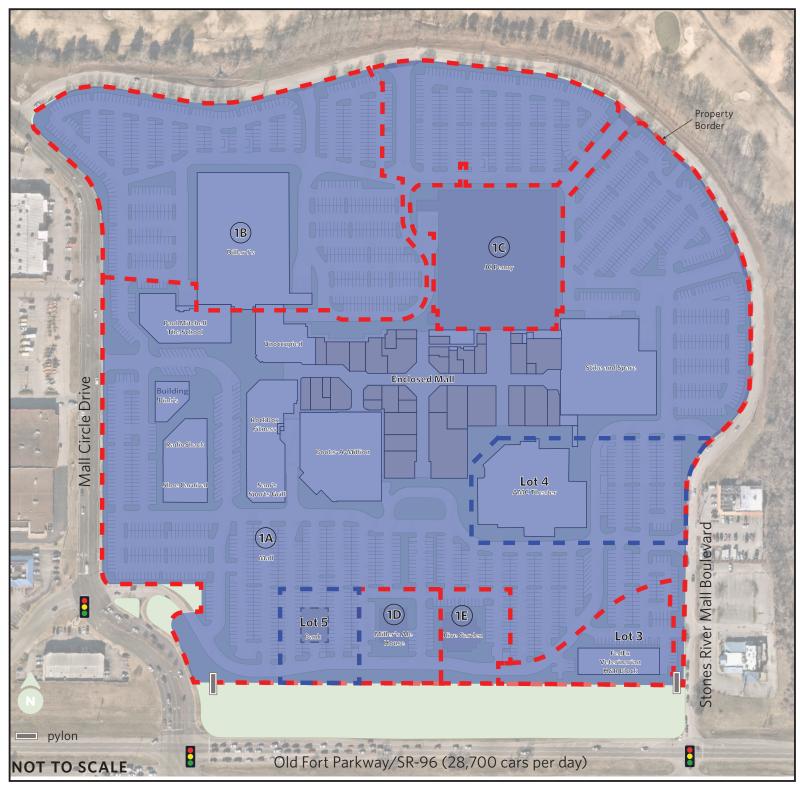
SITE USE DATA:

EXISTING ZONING: CH PROPOSED ZONING: PCD

TOTAL LAND AREA:	48.299 ACRES
TOTAL LAND AREA (PARCEL 1A)	29.000 ACRES
TOTAL LAND AREA (PARCEL 1B)	8.777 ACRES
TOTAL LAND AREA (PARCEL 1C)	3.006 ACRES
TOTAL LAND AREA (PARCEL 1D)	1.070 ACRES
TOTAL LAND AREA (PARCEL 1E)	1.130 ACRES
TOTAL LAND AREA (LOT 3)	1.306 ACRES
TOTAL LAND AREA (LOT 4)	3.010 ACRES
TOTAL LAND AREA (LOT 5)	1.000 ACRES

DEVELOPMENT STANDARDS DESCRIPTION:

- Planned development establishes minimum setback lines for the existing buildings consistent with the current locations of the buildings in relation to the existing property lines.
- With the approval of the Planned Development, the locations of the existing buildings are deemed compliant.
- Each parcel shall comply with any and all regulations as outlined in the city of Murfreesboro Zoning Ordinance and Design Standards.
- These parcels shall remain as part of the overall Stones River Town Centre Master Plan and shall continue to benefit from the shared parking agreement and aggregate open space calculations.
- The shared parking agreement will be recorded prior to the resubdivision plat being recorded.
- Buildings shall be one to two stories and occupied by a single or multiple tenant(s).
- Parcel will have signage located on the building and along Old Fort Parkway frontage and will be managed through the Stones River Mall PSO.
- Existing and future owners of each parcel shall maintain the existing landscape and is responsible for landscape replacement which meet the City requirements except as noted in this pattern book.
- The Stones River Town Centre owner will maintain landscaping between Old Fort Parkway right-of-way and the curbing closest to that right-of-way line.
- Any undeveloped outparcels shall provide landscape designs as required by the City.
- All mechanical equipment (i.e. HVAC and transformers) located on the ground shall be screened with landscaping or fencing. If mechanical equipment is located on the roof then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground.
- Solid waste shall be handled by private haulers and utilize dumpster /compactor.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- All parking areas will have curbing and be screened with a row of evergreen shrubs from Old Fort Parkway.
- Mail service will be provided via cluster box unit if required by UPS.
- On site lighting will comply with City of Murfreesboro standards to prevent light pollution.
- Parking will comply with Murfreesboro's Zoning Ordinance but will benefit from the shared parking agreement.
- All open space and formal open space will be maintained by owners.
- All parking areas will be screened with a planting yard of shade or ornamental trees per the Zoning Ordinance along the property lines of Stones River Mall Boulevard and Mall Circle Drive.





PCD - PLANNED COMMERCIAL DISTRICT

PROPOSED PARCELS/LOTS

EXISTING PARCELS/LOTS

PROPOSED PLANNED COMMERCIAL DISTRICT | OPEN SPACE



Kimley » Horn

LAND USE DATA:

EXISTING ZONING: CH PROPOSED ZONING: PCD

OPEN SPACE REQUIREMENTS:

OVERALL DEVELOPMENT LAND AREA:

REQUIRED OPEN SPACE:

PROVIDED OPEN SPACE:

REQUIRED FORMAL OPEN SPACE:

PROVIDED FORMAL OPEN SPACE:

PROVIDED FORMAL OPEN SPACE:

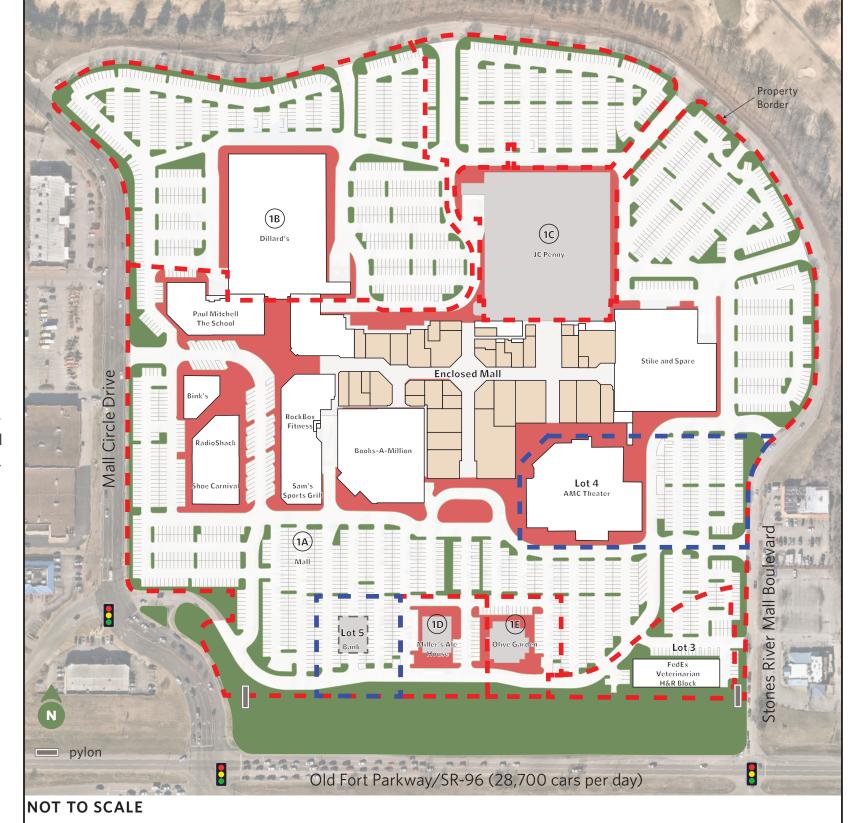
1.448 ACRES (3%)

+/- 4.03 ACRES (10%)

Article 9 Section 9.01 Use and Operation of Shopping Center:

Penney and Dillard covenant and agree for the benefit of the Developer Parcel that for so long as Developer is operating the Developer Buildings on its Parcel during the Term in accordance with the terms and conditions of this Agreement and Penney and Dillard respective Separate Agreements and Developer covenants and agrees for the benefit of the Penney Parcel and the Dillard Parcel that for so long as Penney and Dillard, respectively, or their successor or assign is operating its Building during the Term in accordance with the terms and conditions of this Agreement and such Separate Agreement of Penney or Dillard, the covenanting Party's Building (the Penney Department Store Building, the Dillard Department Store Building and die Developer's Buildings, respectively) may not be used for any purpose other than (i) retail, (ii) a use compatible with the operation of a first-class regional shopping center, or (iii) use or operations that are not obnoxious to or inconsistent with the development or operation of a first-class regional shopping center (or inconsistent with the operations at the Shopping Center from time to time); provided, however, that none of the following uses or operations shall be made, conducted or permitted on or with respect to all or any part of its respective Parcel:

Continued on page 15.







PROPOSED PLANNED COMMERCIAL DISTRICT | PROHIBITED USES





PROHIBITED USES:

All CH uses from the Zoning Ordinance are allowed except the following prohibited uses:

- Gas Stations
- Automotive Repair
- Motor Vehicle Sales
- Car Washes
- Beer & Tobacco Store
- Liauor Store
- Convenience Store
- Pay Day Store/Cash Advance
- Vape Shops.

Article 9 Section 9.01 Use and Operation of Shopping Center:

- (a) any public or private nuisance;
- (b) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) any obnoxious odor;
- (d) any noxious, toxic, caustic or corrosive fuel or gas;
- (e) any dust, dirt or fly ash in excessive quantities;
- (f) any fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks);
- (g) any warehouse use (any area within a Building for the storage of goods intended to be sold at any retail establishment in such Building will not be deemed to be a warehouse use);
- (h) assembling, manufacturing, distilling, refining, smelting, agriculture or mining operation or drilling for oil, gas or other minerals;
- (i) any second hand store, flea market, fire sale, laundry, animal hospital, funeral establishment, living quarters (the operation of a hotel facility shall not be deemed to be living quarters restricted by this subsection
- (j) any distribution, sale, viewing or use of pornographic material (NC-17 movies shall not be deemed pornographic);
- (k) any pet shop within 150 feet from the customer entrances to the Dillard Building or the Penney Building;
- (I) any manufacture, use, storage or release of any Hazardous Material except to the extent expressly permitted by Section 24,24 hereof;
- (m) any emission of any substance, gas, particulate matter, audio, radio or infrared electromagnetic wave frequency or other form of radiation that materially interferes with the business of any Occupant;
- (n) any mobile home or trailer court or storage trailer, labor camp (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or remodeling);
- (o) any dumping, disposing, incineration or reduction of garbage or storage of junk yard;
- (p) any dry cleaning processing plant;
- (q) any massage parlor (excluding massages that are offered in connection with a spa operation);
- (r) any tavern, bar, night club, discotheque or any establishment selling alcoholic beverages for on-premises consumption without a majority of its sales from food consumed on premises;
- (s) an off-track betting facility, bingo game facility, or other gambling venue;
- (t) any coin operated self-service laundry;
- (u) any outdoor sales or display of merchandise, other than ancillary to the operation of a business conducted on the Parcel;
- (v) any public health or welfare center;
- (w) any shooting gallery or target range unless indoors and ancillary to a permitted use; and
- (x) any storage trailers (accessory use).

Developer agrees that none of its leases with Occupants of the Developer Buildings will permit uses prohibited by this Section 9.01. This Section 9.01 shall not be applicable with respect to uses in existence, pursuant to valid and enforceable leases or other occupancy agreements (including any options existing as of the date hereof), as of the date of this Agreement.

PROPOSED PLANNED COMMERCIAL DISTRICT | SITE ACCESS & PARKING REQUIREMENTS



Kimley » Horn

INGRESS & EGRESS:

Pursuant to the to the City of Murfreesboro's Major Transportation Plan (MTP), none of the roadways surrounding this development are currently slated for improvements. Old Fort Parkway is currently a 4-lane road with turnlanes provided at each site access point. The primary access point of ingress/egress at Mall Circle Drive to the west provides six travel lanes, two lanes for ingress and four lanes for egress and is signalized. The primary access point of ingress/egress at Stones River Mall Boulevard to the east provides three travel lanes, one lane for ingress and two lanes for egress. There is also a primary access point at the northwest corner of the site onto Mall Circle Drive.

There are nine secondary access points off of Mall Circle Drive and Stones River Mall Boulevard into the Stones River Town Centre parking lots that incorporate two to three travel lanes, one in each direction, with some access point accommodating an additional egress turn lane depending on intersection conditions.

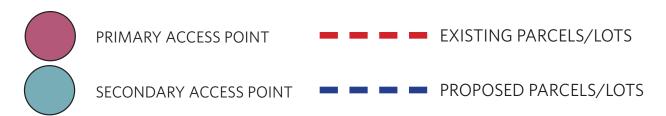
PARKING REQUIREMENTS:

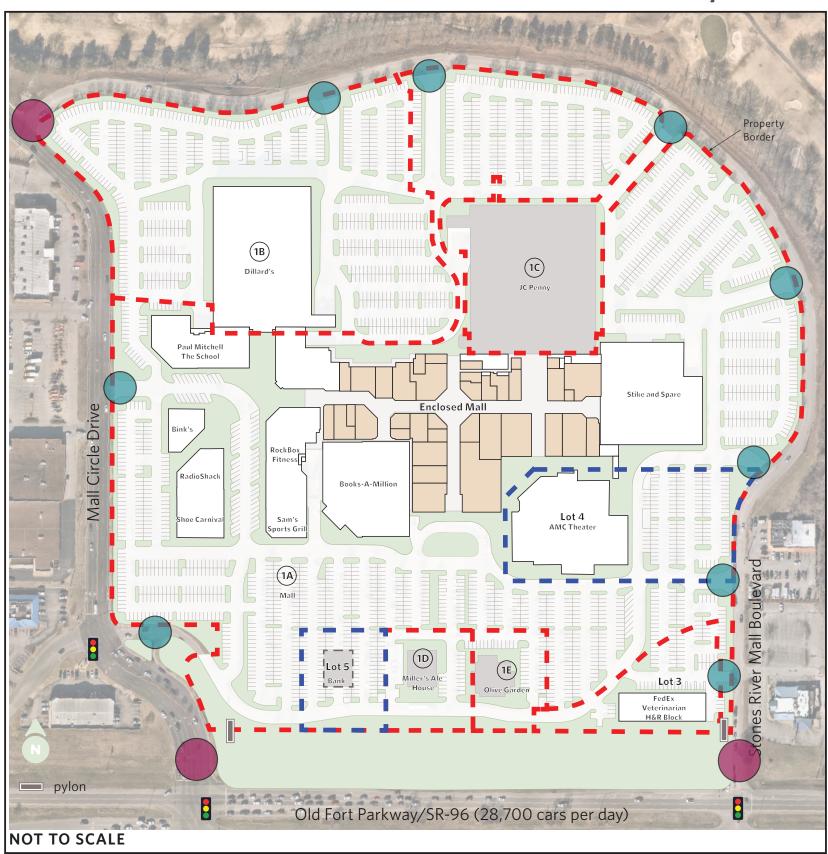
The Stones River Town Centre commercial shopping area is governed by a shared parking and access agreement which outlines a required ratio, and parking structure standards (COREA, Article XVII, Section 17). The project currently has an excess of parking per City of Murfreesboro requirements. Parking spaces for the primary mall parcels and exterior parcels, including the shopping center and restaurants, may be provided in parking areas not included in the parcel boundaries. Below is a summary or parking currently provided within the project.

BUILDING SQ. FT. BY PARCEL	PARKING REQUIRED BY PARCEL
PARCEL 1A - 361,070 SQ. FT.	1,203 SPACES (1/300 SQ. FT SHOPPING CENTER)
PARCEL 1B - 75,631 SQ. FT.	252 SPACES (1/300 SQ. FT SHOPPING CENTER)
PARCEL 1C - 99,644 SQ. FT.	332 SPACES (1/300 SQ. FT SHOPPING CENTER)
PARCEL 1D - 5,386 SQ. FT.	54 SPACES (1/100 SQ. FT RESTAURANT)
PARCEL 1E - 7,568 SQ. FT.	76 SPACES (1/100 SQ. FT. – RESTAURANT)
LOT 3 - 13,134 SQ. FT.	44 SPACES (1/300 SQ. FT SHOPPING CENTER)
LOT 4 - 131,115 SQ. FT.	147 SPACES (1/300 SQ FT - SHOPPING CENTER)
LOT 5 - 6,342 SQ. FT.	OMITTED FOR FUTURE DEVELOPMENT

TOTAL PARKING SPACES REQUIRED: 2,108 SPACES
TOTAL PARKING SPACES EXISTING: 2,645 SPACES
TOTAL PARKING SPACES PROPOSED: 2,560 SPACES

See page 17 for parking addendum.





PROPOSED PLANNED COMMERCIAL DISTRICT | PARKING REQUIREMENTS CONTINUED





Article 4 Section 4.04 Easements for Use of Common Area:

(a) Commencing upon completion of construction of each portion of the Common Area on its Parcel and ending as provided by Section 4.04(c) hereof, each Party grants to each of the other Parties, for the benefit of each other Party and its Parcel, the nonexclusive right, privilege and easement, in common with the Grantor and the Occupants and Permittees of the Grantor, to use each portion of the Common Area so constructed on its Parcel (other than the Mall, as to which Section 4.06 shall be controlling, the Access Roads, as to which Section 4.08 hereof shall be controlling, and Common Utility Facilities, as to which Section 4.09 hereof shall be controlling) for its intended purposes. Included with the easements granted by this Section 4.04 are:

(i) easements to use the respective Parking Area (except the landscaped or planted portions) for the parking and passage of passenger motor vehicles; notwithstanding the foregoing, such easements will be deemed to include the use of the Parking Area (except the landscaped or planted portions) for the passage of trucks for delivery purposes only;

- (ii) easements to use the respective Parking Area for the passage by pedestrians;
- (iii) easements to use roadways to provide passage by motor vehicles
- (passenger and truck) and pedestrians between each Parcel in the Shopping Center Site and to the public roads and highways abutting the Shopping Center Site;
- (iv) easements to use the various walkways and all other portions of the
- Common Area for the general use, comfort and convenience of the Grantee, the Grantor and the Occupants and Permittees of either; and
- (v) easements to use the fire service corridors, if any, that are required to
- be open to the public by governmental authorities having jurisdiction.
- (b) The easements granted by this Section 4.04 are subject to the rights to use the Common Area for other purposes specifically provided in this Agreement, and the rights, if any, of each Grantor to change and relocate portions of the Common Area to the extent provided in this Agreement.
- (c) The easements granted by this Section 4.04 will terminate and expire on the Termination Date (both as a burdened and benefited Parcel); provided, however, that (i) any easements for fire service corridors under Section 4.04(a)(v) hereof shall survive the Termination Date and continue so long as the Building (or any replacement thereof) constructed during the Term in which a fire corridor is located shall stand; and (ii) the other easements granted to Penney by this Section 4.04 with respect to the portion of the Common Area designated on the Site Plan as the "Penney Perpetual Parking Easement Area" and herein so called shall be perpetual. From and after
- the Termination Date, Penney shall, at its own cost, keep the Penney Perpetual Parking Easement Area in good repair and condition, properly lighted and available for its intended purposes and, if it fails to do so, the owners of the other Parcels shall have the right of self-help under the provisions of Article XI hereof, which right shall survive the Termination Date.
- (d) Each Party may permit its Occupants and Permittees (and no other Person) to utilize the rights and privileges granted to such Party under this Section 4.04; provided, however, that (i) such Occupants and Permittees shall not be entitled to any greater rights than have been granted to such Party under this Section 4.04, and (ii) no easement rights shall be deemed to have been granted by the granting of such rights and privileges.

Article 17 Section 17.01 Required Ratio:

- (a) All vehicular parking spaces will be of the minimum dimensions shown on the Site Plan.
- (b) Each Party agrees that it will not interfere with or obstruct the Parking Area configuration shown on the Site Plan, including parking bays and lanes, except as may be necessary in connection with improvements constructed pursuant to Sections 5.02 or 6.03 hereof or as otherwise permitted under Sections 10.03 and 12.02(c) hereof.
- (c) Dillard agrees that it will provide or cause to be provided within the Parking Area on its Parcel, at all times from and after its Opening Date and continuing until the Termination Date, the greater of (i) 4.5 automobile parking spaces for each 1,000 square feet of 95% of the Gross Building Area in its Building, or (ii) the parking ratio required by all applicable laws. Dillard agrees to take no action that would reduce the parking ratio below that specified herein. Notwithstanding the foregoing, this Section 17.01(c) shall only be applicable from and after the Dillard Parcel Purchase Date.
- (d) Developer agrees that it will provide or cause to be provided within the Parking Area on its Parcel, at all times from and after the earliest Opening Date of a Department Store Party and continuing until the Termination Date, the greater of: (i) an aggregate amount equivalent to (A) 4.5 automobile parking spaces for each 1,000 square feet of the retail Floor Area of the Developer Buildings, (B) 4.5 automobile parking spaces for each 1,000 square feet of 95% of the Gross Building Area in the Penney Building, the Dillard Building and the Sears Building, and
- (C) 1.0 automobile parking spaces for each room unit in any hotel facility on the Developer Parcel; or (ii) the parking ratio required by all applicable laws. Developer, Penney and Dillard agree to take no action that would reduce the parking ratio below that specified herein. Notwithstanding the foregoing, the reference to the Dillard Building in this Section 17.01(d) shall no longer be applicable after the Dillard Parcel Purchase Date.

Article 17 Section 17.02 Parking Structures:

Except as shown on the Site Plan, no multi-level parking structures will be allowed in the Shopping Center Site without the prior written consent of all Parties, which consent may be granted or withheld in their sole and absolute discretion. Prior to construction of any such parking structure, Developer shall obtain the approval of the Department Store Parties to the plans, specifications, configuration, layout, graphics, and signage of and for such parking structure, which approval shall not be unreasonably withheld or delayed. In no event shall construction of any parking structure commence during the period commencing on November 15 of any year and ending on January 31 of the following year or during the 45 day period preceding

Easter Sunday. Any such parking structures shall be deemed part of the Parking Area to be maintained by Developer in accordance with the provisions of Section 10.01 and included under the Commercial General Liability Insurance coverage to be maintained, or caused to be maintained, by Developer pursuant to Section 14.02. In addition, throughout the Term, Developer shall carry property insurance and pay all taxes and assessments on such parking structures in compliance with the provisions of Sections 14.03 and 18.01, respectively, as if the parking structure were a Developer Improvement, and Developer's obligation to Rebuild Common Area under the provision of Section 13.03 shall apply to such parking structures during the entire term and without qualification.

PROPOSED PLANNED COMMERCIAL DISTRICT | EXCEPTIONS SUMMARY





Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	СН	PCD	Difference
Landscape Buffers			
Required Perimeter Landscaping	8' buffer < 5 acre parcel / 10'buffer > 5 acre parcel	No internal parcel perimeter landscaping yards required along interior property lines. Development shall maintain all existing buffers along public perimeter R.O.W. Exterior perimeter landscape yard adjacent to public ROW shall meet minimum requirements in the zoning ordinance.	NA
Minimum % Landscape for Parking Lots	6% > 5 acres	6%	0%
Maximum Spaces without Landscape Island	12 spaces	37 in existing development, future development will be required to meet minimum required parking landscape islands per the zoning ordinance	-25
Minimum Setback Requirements			
Minimum Front Setback	42'	42' from perimeter of public R.O.W. for new parcels	0'
Minimum Side Setback	0'	0'	0′
Minimum Rear Setback	20′	0'	- 20′
Land Use Intensity Ratios			
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Space Requirement	3%	3%	0%
Maximum Height	75'	75'	0'
Parking Ratio (see page 15 for Parking Calculations)	All Uses: Per Chart 4 of the 2023 Zoning Ordinance	Parking shall abide by the City of Murfreesboro Parking Standards subject to the Shared Parking Agreement	

EXCEPTIONS:

- Landscape exception for interior perimeter planting yard.
- Setback exception for 0' minimum rear setback.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair 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 Holly Smyth, Principal Planner Amelia Kerr, 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 November 14, 2023, and November 15, 2023 Planning Commission meetings.

Mr. Chase Salas made a motion to approve the November 14, 2023 and November 15, 2023 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Reggie Harris

Bryan Prince

Chase Salas

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

Shawn Wright

Nay: None

Ms. Kathy Jones announced item 5.c. [2023-804] had been withdrawn from this meeting. The proposed amendment would be presented at a later date after further review.

[WITHDRAWN BY STAFF] Proposed amendment to the City Zoning Ordinance [2023-804] related to regulations for electric vehicles and pertaining to the following sections:

Section 2: Definitions;

Section 26: Off-Street Parking, Queuing, and Loading; and

Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard

Requirements, and Land Use Intensity Ratios.

City of Murfreesboro Planning Department applicant.

Murfreesboro Planning Department applicant.

5. Public Hearings and Recommendations to City Council

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. 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.

Ms. Mary McGowan (project engineer) with Kimley-Horn was in attendance representing the application. Ms. Mary McGowan 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.

MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 6, 2023

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. 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

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

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 & 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. 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. Bart Kline (architect) were in attendance representing the application.

The Planning Commission began discussing the proposal and wanted to know who would be responsible for some of the other developments adjoining this proposal. ORDINANCE 23-OZ-40 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 48.3 acres located along Old Fort Parkway from Highway Commercial (CH) District and Planned Signage Overlay (PSO) District to Planned Commercial Development (PCD) District (Stones River Town Centre PCD) and Planned Signage Overlay (PSO) District; Kimley-Horn representing Sterling Organization, applicant [2023-417].

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

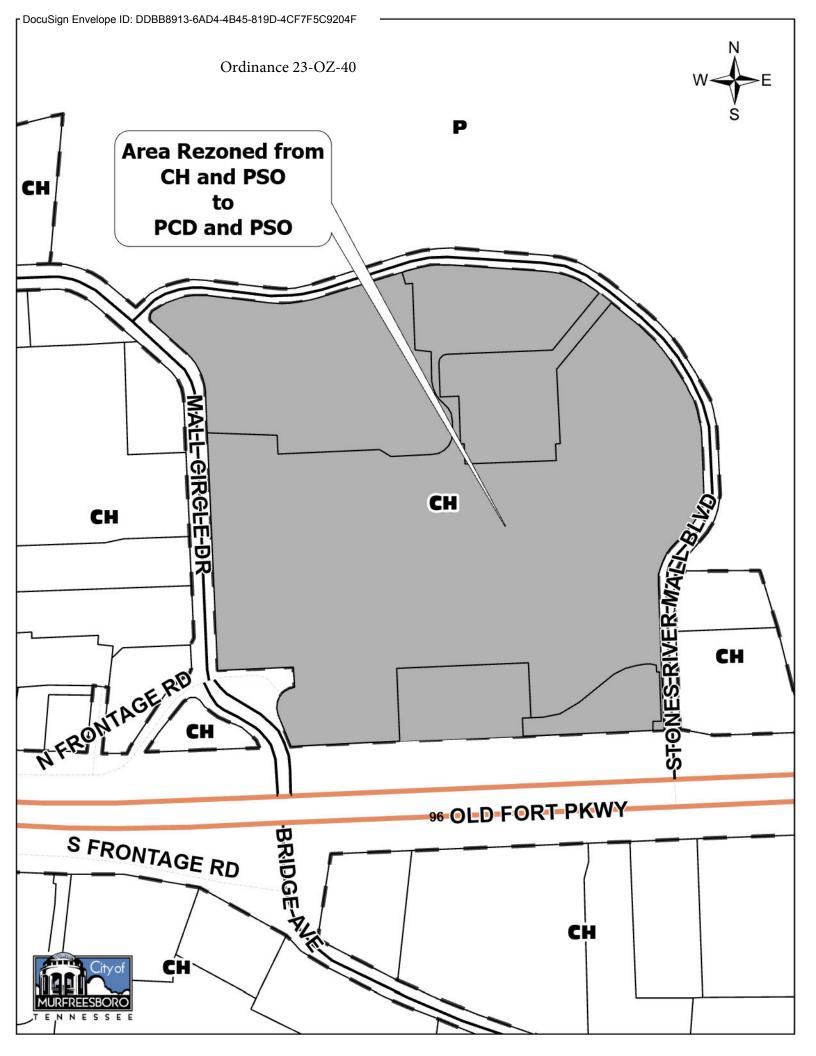
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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 Commercial Development (PCD) District and Planned Signed Overlay (PSO) 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
1st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Docusigned by: Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney
ATTEST: Jennifer Brown	DocuSigned by: Adam F. Tucker Adam F. Tucker

SEAL



COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Amending the Zoning Ordinance – Miscellaneous Revisions

[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Ordinance amending the Zoning Ordinance regarding miscellaneous revisions to Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1 (including Chart 1 endnotes), and Chart 2 (including Chart 2 endnotes).

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2023-803] regarding miscellaneous revisions to Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1 (including Chart 1 endnotes), and Chart 2 (including Chart 2 endnotes). During its regular meeting on December 6, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 11, 2024, Council approved this matter on First Reading.

Council Priorities Served

Establish Strong City Brand

This amendment reinforces the City's commitment to customer service, as it works to address gaps and inconsistencies in the Zoning Ordinance, making it more user-friendly for the numerous stakeholders who use it.

Improve Economic Development

Streamlined zoning regulations is a benefit to those desiring to invest in Murfreesboro.

Attachments:

- 1. Ordinance 23-0-45
- 2. Planning Commission staff comments and minutes from 12/06/2023 meeting
- 3. Working copy of revisions

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 6, 2023

PROJECT PLANNER: HOLLY SMYTH

- 5.d. Proposed amendment to the Zoning Ordinance [2023-803] pertaining to
 - -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, with endnotes
 - -Chart 2 with endnotes, City of Murfreesboro Planning Department applicant.

Throughout the year the City's Zoning Ordinance is modified in order to keep up with new policy direction, like the recently adopted updates to the 2035 Comprehensive Plan Land Use section, and for easier implementation. One of the challenges is to address outdated or missing definitions clearly so that particular uses are clearly understood and that use terminology is consistent with Chart 1. Additionally, opportunities may exist to reduce the amount of text within the overall document when items can be incorporated into tables.

The proposed changes add or modify existing definitions, make modifications to the City Core Overlay (CCO) District section, move existing prohibited uses listed in the CCO chapter into Chart 1, modify/add/delete some uses in Chart 1 with its endnotes, and modify Chart 2 mostly related to the RD district with its endnotes. Multiple planners within the department collaborated on these text revisions which staff has been tracking in redlined changes so the modifications may be clearly expressed to the Commission. Additions are shown via underlined text, moved text via double underlined text, and deletions via strike-through text. Only the proposed changes will be included; therefore, it may be helpful to review with a current copy of the Zoning Ordinance as a reference to better understand the context of the proposed amendments. Chart 1 modifications are highlighted in yellow for ease in locating the specific cells of change, with additional modifications since the workshop highlighted in orange.

The following is a brief synopsis of potential proposed changes that will be considered during a public hearing:

- 1) Updated definitions by removing the ones no longer used, modifying existing ones, and adding some new definitions consistent with Chart 1 uses.
- 2) Updated City Council's process on setting a public hearing for text and map amendments to reduce processing periods.
- 3) Updated the Site Plan section to include one foot contours which are now available, require information on potentially visible roof projections and equipment with site plan submittals, and potentially requiring a traffic impact report or analysis when peak hour traffic exceeds 100 trips.
- 4) Modified the City Core Overlay section to include references to the New General Plan Land Uses, clarifying non-conforming use/ structure policy consistent with practice, moving all prohibited uses from the text into a new column in Chart 1, cleaning up front setback and height language and the like.
- 5) Clarified accessory structure standards such that stand alone parking lots are still not allowed and increased the area that an accessory structure can be within the required rear yard from 25% to 50%.
- 6) Clarified policies on non-conforming structures.
- 7) Modified Chart 1 to add a CCO overlay column to reflect prohibited uses and make sure it is consistent with the CBD column as applicable (as the CBD is part of the CCO), modifying and adding some of the use titles consistent with the definitions, and modifying some of the Chart 1 endnotes.
- 8) Modified Chart 2 RS-4 district to have 50% maximum lot coverage, R-D District standards for #1 single family detached to use RS-4 standards, updated the side yard requirements for zero lot line types in all district to be 5', and modified Chart 2 endnotes.

The Planning Commission held a special workshop meeting on November 14, 2023 and brought up several areas for staff to look into further relating to parking lot policy, incorporating CBD and THC sales with the Tobacco/Vape Shop definition, providing technology and trade school definitions, and verifying Chart 1 CCO prohibitions are existing or new via underlined text if it is new.

Staff also reviewed the public comments provided at the workshop and incorporated some of those suggestions as well which will be reviewed during the public hearing. These modified sections that occur in the text portion of the document have been highlighted in yellow and reflected in orange on Chart 1 so that Planning Commission can more easily see the changes since the workshop.

Action Needed:

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

ZONING ORDINANCE UPDATES

SECTION 2. INTERPRETATION AND 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 AND QUEUING SPACES BY USE

SECTION 28. NON-CONFORMITIES

CHART 1 USES PERMITTED BY ZONING DISTRICT (In Excel Spreadsheet)

CHART 1 ENDNOTES USES PERMITTED BY ZONING DISTRICT

CHART 2 MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS AND LAND USE INTENSITY RATIOS (In Excel Spreadsheet)

CHART 2 ENDNOTES MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS AND LAND USE INTENSITY RATIOS

Section 2. Interpretation and Definitions.

<u>Accessory apartment</u>: A second<u>ary</u> dwelling unit either in or added to an existing single family detached dwelling, or in a separate accessory structure on the same lot of record <u>with its own separate exterior entry door</u>, for use as an independent living facility with provision<u>s provision within the accessory apartment ffor cooking and food preparation (including sink and electrical outlets to accommodate <u>kitchen appliances such as-refrigerator, oven or stove</u>), sanitation (including toilet, sink, and shower or <u>hathtub</u>), and sleeping. Such a dwelling shall be accessory to the main dwelling.</u>

Amusements, commercial indoor: Indoor commercial recreational or entertainment activities including but not limited to games of skill (such as arcades, archery, billiards, batting cages, bowling alleys, golf simulation, rock climbing, soccer), movie theaters, concert or music halls.

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

<u>Automobile:</u> Any vehicle designed for carrying 10 passengers or less, is used for transportation of persons, and has a gross weight of less than 10,0008,500 pounds. but excluding motorcycles and vehicles used to carry passengers for a fee.

<u>Automobile Body Shop:</u> A facility which provides collision repair services, including frame straightening, replacement of damaged parts, painting, or undercoating of the body or frame of vehicles with a gross vehicle weight of 10,000 pounds or less.

<u>Automotive dismantlers and recyclers</u>: Any person, firm, association, corporation, or resident or nonresident who is engaged in the business and/or providing facilities for the purposes of recovering parts from automobiles and trucks which have been wrecked or otherwise rendered inoperable as transportation vehicles with said parts recovered being for resale and further reduce used automobiles and trucks to a condition capable of salvage for their metal scrap content by scrap processors.

<u>Automobile graveyard</u>: Any establishment or place of business which is maintained, used, or operated as a principal, accessory or ancillary use for storing, keeping, buying, or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts. One or more such vehicles will constitute an automobile graveyard. This definition for automobile graveyard does not include automobile dismantlers and recyclers, recycling centers or wrecker service storage yards as defined by Appendix A - Zoning. WAS ALREADY COMBINED WITH JUNKYARDS PREVIOUSLY

<u>Automotive/Motor Vehicle Repair:</u> The repair of automobiles, motorcycles, light duty trucks (not exceeding 8,500 lbs), including but not limited to engine, transmission, upholstery work, tire service/sales/rotations and the like. This excludes body work and automobile dismantling and recycling,

and outdoor storage of inoperable, wrecked, or dismantled vehicles is only allowed if screened according to the requirements of this article.

<u>Automotive service station</u>Automotive/Motor Vehicle Service: Any building, structure, or land used for the dispensing, sale or offering for sale at retail of automotive fuel oils and accessories in connection therewith and for the Routinelight maintenance of automobiles, motorcycles, light duty non-commercial trucks or similar vehicles, including but not limited to, muffler replacement, oil change and lubrication, tire sales/ service/rotations,-alignments, brakes, etc.servicing of motor vehicles. When such dispensing, sale or offering for sale is incidental to the conduct of a commercial garage, the premises shall be classified as a commercial garage Excludes body work, automobile dismantling and recycling, and the outdoor storage of inoperable, wrecked, or dismantled vehicles.

<u>Building height</u>: The vertical distance measured from grade to the highest point of the roof for flat roofs, to the highest point of a parapet wall, to the deck line for mansard roofs, or to the mean height between eaves and ridge for gable, hip, and gambrel roofs.

<u>Cigar Lounge: __An establishment where the principal use is the sale of cigars to patrons who</u> smoke cigars on or off-site and where any sales of food or alcohol is accessory to the use.

Contractor's/Construction Equipment, Sales and Rental: An establishment that engages in the sale and/or rental of construction equipment and construction vehicles, including but not limited to earthmoving equipment, dump trucks, construction trailers, scissor lifts, lighting, scaffolding, etc.

Convenience Store: A retail store primarily engaged in the sale of pre-packaged food and, beverages, and a limited stock of household goods and toiletries and where convenience and speed of transaction is of primary importance. This may or may not have gasoline sales attached to the business.

<u>Data Center:</u> A building or complex of buildings in which 51% of the gross floor area is dedicated to the housing of computer or data processing equipment or systems. This does not include a Server Farm.

<u>Fitness/ Exercise/ Health club facility:</u> A building or a portion of a building > 5,000 square feet of gross floor area designed and equipped for the conduct of fitness activities, including but not limited to-sports activities, exercise, weight training, and dance-and may be operated either for profit or not-for profit.

<u>Fitness studio/Personal fitness instruction:</u> An establishment ≤ 5,000 square feet of gross floor area equipped for the conduct of individual or small group physical exercise instruction and fitness activities, including, but not limited to, exercise, weight training, yoga, meditation, pilates, aerobics, martial arts, dance, and self-defense training.

<u>Floodplain or floodprone area</u>: Any land susceptible to being inundated by water from any source. <u>See Section 34 of the Zoning Ordinance.</u>

<u>Floor area</u>: The sum of the horizontal areas of the several<u>all</u> floors of all buildings on a lot measured from the exterior face of exterior walls. The following shall be excluded from calculation of the floor area , (including for the purposes of calculating the required number of parking spaces):

(A) open exterior balconies or other covered open spaces.

- (B) uncovered terraces, patios, porches, atriaums, or steps.
- (C)garages, carports, or other areas, enclosed or un<u>en</u>closed <u>areas</u> used for the parking or circulation of motor vehicles.
- (D) areas for housing major mechanical equipment areas which serves the building as a whole or a major portion thereof, but not including utility areas within individual dwelling units.
- (E) areas of common special purpose used by a substantial portion of the occupants of the premises, including laundries, recreation areas, sitting areas, libraries, storage areas, common halls, lobbies, stairways and elevator shafts, attics and areas devoted exclusively to management and/or maintenance of the premises, but not including incidental commercial activities.

Floor area, gross: The total of the gross horizontal areas of all floors, including usable basements and cellars, below the roof and within the outer surface of the main walls of principal or accessory buildings. The exclusions listed in the definition of "floor area" shall not be applicable to the calculation of gross floor area.

<u>Floor area ration (FAR)</u>: The total square foot amount of <u>gross</u> floor area <u>of all structures on all building</u> <u>levels (without any exclusions)</u> on a lot <u>for eachdivided by the</u> square foot<u>age</u> of gross land area.

General Service and Repair Shop: Establishments primarily engaged in the provision of repair services to individuals and households, rather than businesses. Typical uses include but are not limited to appliance repair, shoe repair, watch or jewelry repair, or repair of musical instruments. This -excludes automotive and commercial or contractor's equipment repair.

Group home: See definition of "family" sub-item "c".

<u>Lot coverage</u>: The percentage of lot area occupied by the ground area of principal and accessory buildings on such lot. <u>(i.e., Ground level building footprint divided by gross land area multiplied by 100 = lot coverage percentage</u>). This is different than impervious area.

<u>Motor vehicle sales</u>, <u>rental (automobilestive)</u>: The display, sales, <u>and rental</u>, <u>storage</u>, <u>servicing</u>, and <u>repairing</u>, of new and <u>/or</u> used motor vehicles <u>-(does not include assembly or partial assembly from wrecked vehicles)</u>, including but not limited to automobiles, motorcycles, and all-terrain vehicles. <u>Automobile storage</u>, <u>service</u>, and <u>repair are permissible accessory uses but body work</u>, <u>automobile dismantling and recycling</u>, and the outdoor storage of dismantled vehicles are not.

<u>Motor vehicle: Sales, rental (Other than automobiles):</u> The display, sales, and rental of new and/or used recreational vehicles, motor homes, and camping trailers. The storage, service, and repair of such vehicles are permissible accessory uses but body work or dismantling and recycling of such vehicles and the outdoor storage of such dismantled vehicles are not.

Motor vehicle: Sales, rental, repair (Medium & Heavy Duty: Commercial Vehicles): The display, sales, and rental servicing, repairing and accessory storage, of new and/or used heavy duty commercial vehicles weighing in excess of 16,000 8,500 pounds, including but not limited to box trucks, truck

tractors, semi-trucks, tractors-trailers, excavation equipment and transit buses, and whereas storage, service, and repair of such vehicles are permissible accessory uses but body work, dismantling and recycling of such vehicles, and the outdoor storage of such dismantled vehicles are not.

<u>Motor vehicle service</u>: A building or portion thereof to be used for equipping, servicing and repair of motor driven vehicles, with or without the sale of motor fuels and oils. See "Automotive/Motor Vehicle repair".

Motor vehicle storage: The use of any premises for outdoor parking of wrecked or abandoned vehicles.

<u>Parking structure and parking garaggarage</u>: A structure used for the parking of vehicles and consisting of one or more than one storyies. A parking structure may be <u>either a principal structure or an accessory structure</u>. part of a building containing other uses or may be a stand-alone building. This is not the <u>same as a parking lot discussed in Section 25.</u>

<u>Personal Service Establishment:</u> A business providing non-medical services, including but not limited to tailor, seamstress, tanning salon, spa services (including manicure, pedicure, facials, massage therapy) and formal rentals shop. The sale of merchandise shall be permitted only as an accessory use to the personal service(s) provided.

Retail Shop: Tobacco, Vape, Dispensary: A store that devotes at least 51 % of its floor area, or earns at least 51% of gross sales, to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/ non-prescription use including but not limited to cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g., CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

<u>Tavern:</u> An establishment where the principal use is the individual sale of beer and other alcoholic beverages to be consumed on the premises and where any sales of food is accessory to the above.

Technology / Vocation School: A post-secondary school that teaches students the skills necessary to perform the duties of a profession that typically requires a specific set of skills, training, certifications or licensing. All onsite instruction areas are conducted indoors and are generally conducted in a classroom or lab setting.

Trade School: A facility that teaches skills necessary for specific trades, including but not limited to, construction trades and those trades involving the operation of heavy machinery and medium-to-heavy duty vehicles. Some or all onsite instruction areas are outdoors.

<u>Yard</u>: A required open space on a lot between a lot line and a building or structure which is unoccupied and unobstructed from the grade to the sky, except for the following permitted obstructions:

- (A) accessory uses, subject to the provisions of Section 25 herein;
- (B) statuary, arbors, trellises, and barbecue stoves;
- (C) awnings and canopies;
- (D)bay windows, <u>covered or uncovered balconies</u> (including juliet balconies), and <u>covered porches</u> and <u>/or balconies</u> may project up to sixty inches within a front or rear yard;
- (E) chimneys, flues, fireboxes, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters and the like projecting not more than twenty-four inches from an exterior wall;
- (F) fire escapes or outside stairways projecting from an exterior wall not more than four feet;
- (G) flagpoles, subject to the limitations of the Sign Ordinance;
- (H)non-mechanical laundry drying equipment, except in a front yard;
- (I) off-street parking and loading, but only as expressly authorized in Section 26 in Appendix A Zoning;
- (J) terraces;
- (K) recreational equipment, except in front yards; and,
- (L) attached and/or detached uncovered decks may be located within a required side or rear yard but shall be no closer than five feet from a side or rear property line.

SECTION 6: AMENDMENTS (E)(1)(e-f):

- (E) (1) Procedure for Amendments to the Text of the Zoning Ordinance:
- (e) The Department shall forward the recommendation of the Commission, and the Department's recommendations, if different from the Commission's, to the <u>City Manager Council within ten days from the date of the Commission's action</u>. <u>The City Manager shall place the recommendation of the Commission, together with the Department's recommendation, if different, on the City Council agenda for a public hearing and consideration at a meeting no more than 60 days from the date of the Planning Commission's action.</u>
- (f) The Council shall hold a public hearing on such proposed the amendment as scheduled by the City Manager unless City Council votes to defer the public hearing to a specific later date. after receipt of the recommendations of the Commission. Notice of any public hearing shall be published in a local newspaper of general circulation stating the date, time, and place of the hearing not more than thirty days nor less than fifteen days before such public hearing.

SECTION 6(E)(2)(f-g):

- (E)(2) Procedure for Amendments to the Zoning Map excluding Planned Developments.
- (f) The Department shall forward the recommendation of the Commission and the Department's recommendations, if different from the Commission's, to the City Manager. to the Council within ten days from the date of the Commission's action. The City Manager shall place the recommendation of the Commission, together with the Department's recommendation, if different, on the City Council agenda for a public hearing and consideration at a meeting no more than 60 days from the date of the Planning Commission's action unless the applicant requests to defer Council's consideration of the amendment indefinitely or to a specific later date.
- (g) The Council shall hold a public hearing on such proposed the amendment on the date set by the City Manager unless the applicant withdraws its application. after the receipt of the recommendations of the Commission. Notice of any public hearing shall be published in a local newspaper of general circulation stating the date, time, and place of the hearing not more than thirty days nor less than fifteen days before such public hearing. In addition, a sign shall be maintained on the subject property by the applicant which meets with the size and content requirements of the Commission, and notice shall be mailed to property owners within two hundred fifty feet. Failure to mail notice to such owner(s) will not invalidate the amendment.

SECTION 7. SITE PLAN REVIEW.

City Of Murfreesboro Planning Commission Site Plan Review Checklist

A.	GEN	ERAL SITE PLAN:
	(14)	the existing and proposed elevation contours at a vertical interval of two one feet foo based on sea level with existing contours shown as dashed lines and proposed grading contours shown in solid lines;
K.	ОТН	ER:
	(4)	preliminary architectural elevations for all proposed buildings with final architectural elevations to be submitted prior to issuance of building permits. All elevations submitted shall indicate building height as defined by the Zoning Ordinance, label all exterior building materials, and indicate any visible roof projections/mechanical equipment, including the height of such.; Illustrations and/or details of all hardscape, lighting, and street furniture, and conceptual signage should also be incorporated;
	(5)	any other information necessary for the Planning Commission and Planning Director to adequately review the site plan. This could include but may not be limited to a traffic impact study or a traffic analysis when a proposed development generates 100 trips during the peak hour as determined by the City Engineer.);

SECTION 9. STANDARDS FOR SPECIAL PERMIT USES.

- (D)Authorized special uses and additional standards.
 - (2) (rr) Home occupations shall be subject to the following additional standards:
 - [9] the following activities and land uses shall not be permitted as home occupations:

 [f] Age restricted sales of any kind, including but not limited to vape, alcohol, and tobacco.

SECTION 24. OVERLAY DISTRICT REGULATIONS.

Article VI. CCO, City Core Overlay District

- (A) (3) Subarea Plans within the CCO: The CCO includes the study areas of the North Highland Avenue and Historic Bottoms planning studies. These planning studies informed the writing of the CCO regulations and are of significant value. 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.
 - (A) (4) New General Plan Land Uses within the CCO: Some areas of the CCO are not included in the North Highland Avenue or the Historic Bottoms planning studies. However, the General Plan was drafted to address these gaps and recommends appropriate land use characters for these areas the General Plan land use element created a new "Mixed Form Housing-MH" land use category and a new "Neighborhood Compatible overlay" to provide more specific guidance as to how to develop these sensitive residential areas within the context of existing neighborhoods. These inclusions into the General Plan were made to better address planning gaps and are of significant value. To the extent possible, developments shall honor the recommendations of this plan.

(B) Application of regulations.

- (B)(3) Extension and reconstruction of lawfully established non-conforming structures. The requirements set forth in this subsection shall apply to all new development in the CCO district from the effective date of this subsection. Notwithstanding the requirements of Section 28 Nonconformities of the Zoning Ordinance, a lawfully-established pre-existing structure that does not comply with the regulations set forth in this Section may be extended or reconstructed one (1) time in accordance with the zoning standards in effect on September 30, 2019. All additional extensions and reconstructions shall comply with the terms of this subsection and Section 28 Nonconformities of the Zoning Ordinance.
- (4)(B)(3) Planned developments. The regulations set forth in this subsection shall not prevent a property owner from seeking planned development zoning when such zoning is necessary or desirable to promote the purposes of the CCO district. However, to the extent possible, they should adhere to the regulations of the CCO, Design Guidelines, and other base zoning districts that best approximate the proposed development type. Exceptions to any of the above applicable regulations, including the CCO regulations, shall be explicitly noted in the planned development application.

- (B)(4) Extension and Reconstruction of lawfully established non-conforming structures. The requirements set forth in this subsection shall apply to all new development in the CCO district from the effective date of this subsection. Notwithstanding the requirements of Section 28 Nonconformities of the Zoning Ordinance, a lawfully-established pre-existing structure that does not comply with the zoning standards currently in effect regulations set forth in this Section may be extendeder reconstructed one (1) time provided that such structure shall not increase the degree of non-conformity nor create any new non-conformities accordance with the zoning standards currently in effect within 3 years of demolition. All additional extensions and reconstructions shall comply with the terms of this subsection and Section 28 Nonconformities of the Zoning Ordinance.
- (B)(5) Use regulations. Land uses in the CCO district shall be as permitted by the underlying zoning district, with the following exceptions:
 - (a) (d) Lawfully-established residential non-conforming uses. Notwithstanding the requirements of Section 28 of the Zoning Ordinance, a structure devoted to a lawfully-established pre-existing residential use that is not permitted in the CCO or in the base zoning district may be extended, or reconstructed one (1) time and the use(s) allowed to resume upon extension, enlargement, or reconstruction, provided that 1) such extension or reconstruction is only within the boundaries of the existing tract or lot of record; 2) that the extension, or reconstruction of a residential use does not increase the number of dwelling units is not increased; 3) that such extension, enlargement, or reconstruction shall meet all current zoning requirements, including but not limited to parking and building setback requirements and the structure meet the provisions outlined in section (B)(4) directly above. All other terms of Section 28 of the Zoning Ordinance regarding non- conforming uses will apply to the CCO District.
 - (b) For properties having underlying zoning that permits two-family dwellings, duplex residential units shall not be required to have a shared wall, <u>but will still be considered 2-family dwellings</u>.
 - (b) (c) For properties having underlying zoning that permits accessory apartments, a Special Use Permit shall not be required, provided that the following standards are satisfied:
 - (c) (d) The following Various uses listed on Chart 1 USES PERMITTED of the Zoning Ordinance and which may be otherwise permitted by right or by special use permit in the underlying zones but shall not be permitted uses in the CCO district. These prohibited uses are detailed in Chart 1's "CCO" column designated "N" for "not allowed". Those listed "N*" (with an asterisk) are prohibited if such use occupies more than 3,000 square feet in floor area:

********REMOVED LIST OF ALL PROHIBITED USES IN THIS SECTION AND PLACED IN NEW OVERLAY COLUMN IN CHART 1******

OTHER HOUSING

Fraternity/Sorority

Mobile Homes

Motel

INSTITUTIONS

Airport/Heliport

Morgue

Pet Cemetery

COMMERCIAL

Amusements, Commercial Outdoor excluding Motorized

Amusements, Commercial Outdoor Motorized

Boat Rental, Sales, or Repair

Campground, Travel-Trailer Park

Carnivals

Crematory

Drive-in Theater Fireworks Retailer

Fireworks Seasonal Retailer Greenhouse or Nursery

Ice Retail

Iron Work > 3,000 square feet of floor area

Kennels

Liquor Store

Livestock, Auction

Lumber, Building Material

Manufactured Home Sales

Motor Vehicle Sales (Automobiles)

Motor Vehicle Sales (Other than Automobiles)

Pawn Shop

Pet Crematory

Pet Funeral Home

Radio and Television Transmission Towers

Restaurant, Drive-in

Sheet Metal Shop

Shopping Center, Community

Shopping Center, Regional

Salvage and Surplus Merchandise

Taxidermy Studio

Towing

Vehicle Sales (Non-Motorized)

Vehicle Wash

Veterinary Hospital

Wholesaling

Wireless Telecommunications Tower

Wrecker Service

Wrecker Storage Yard

INDUSTRIAL (Manufacture, Storage, Distribution of:)

Abrasive Products

Asbestos Products

Animal or Poultry Slaughter, Stockyards, Rendering

Automobile Dismantlers and Recyclers

Automobile Manufacture

Automobile Parts and Components Manufacture

Automobile Seats Manufacture

Bakery Goods, Candy > 3,000 square feet of gross floor area

Boat Manufacture

Bottling Works

Brewery

Canned Goods

Chemicals

Composting Facility

Contractor's Storage, Indoor

Contractor's Yard or Storage, Outdoor

Cosmetics

Custom Wood Products > 3,000 square feet of gross floor area

Distillery

Electrical or Electronic Equipment, Appliances, and Instruments

Fabricated Metal Products and Machinery > 3,000 square feet of gross floor area

Fertilizer

Food and Beverage Products, including animal slaughter, stockyards, rendering, but not including brewery

Furniture and Fixtures > 3,000 square feet of gross floor area

Jewelry > 3,000 square feet of gross floor area

Leather and Leather Products > 3,000 square feet of gross floor area

Leather and Leather Products, Tanning and Finishing

Lumber and Wood Products

Mobile Home Construction

Musical Instruments > 3,000 square feet of gross floor area

Office/Art Supplies > 3,000 square feet of gross floor area

Paints

Paper Mills

Paper Products

Petroleum, Liquified Petroleum Gas, and Coal Products

Petroleum and Coal Products Refining

Pharmaceuticals

Photographic Film Manufacture

Pottery, Figurines, and Ceramic Products > 3,000 square feet of gross floor area

Primary Metal Distribution and Storage

Primary Metal Manufacturing

Rubber and Plastic Products

Rubber and Plastic Manufacture

Saw Mills

Scrap Processing Yard

Scrap Metal Processors

Scrap Metal Distribution and Storage

Secondary Material Dealers

Silverware and Cutlery > 3,000 square feet of gross floor area

Small Moulded Metal Products

Sporting Goods

Stone, Clay, Glass, and Concrete Products > 3,000 square feet of gross floor area

Textile, Apparel Products, Cotton–Factoring, Grading > 3,000 square feet of gross floor area

Textile, Apparel Products, Cotton Gin

Tire Manufacture

Tobacco Products

Toiletries > 3,000 square feet of gross floor area

Transportation Equipment

Warehousing, Transporting/Distributing

Winery

TRANSPORTATION AND PUBLIC UTILITIES

Garbage or Refuse Collection Service Freight Terminal, Service Facility

Refuse Processing, Treatment, and Storage

Landfill

Railroad Switching Yard, Terminal, Piggyback Yard

Taxicab Dispatch Station

OTHER

Junkvard

Recycling Center

Self-Service Storage Facility

Temporary Mobile Recycling Center

(C)Off-street parking.

- (4) Parking for commercial uses and mixed-uses.
- (b) The number of required on-site off-street parking spaces may be reduced by up to seventy-five (75) percent if the property is located within seven hundred fifty (750) feet of a parking structure or lot where parking is freely and publicly available to the users as determined by the Planning Director.
- (D) *Design standards*. Development in the CCO district shall be subject to the standards set forth in this Article and the Murfreesboro Design Guidelines, with the following exceptions:

(1)

- (b) For residential developments, the <u>principal_structure_shall_be_"built_to_"</u> the average front setback of all structures on the same block face <u>+2' front_lot_, provided_however_that_no_structure_shall_be_built_less_than_10' nor_</u> more than twenty-five (25) feet behind the front property line. For the purposes of this section, "block face" shall mean within the same block on the same street side as the subject property and shall exclude vacant lots. No structure shall be built in the public right-of-way.
- (c) Porches may project up to sixty inches beyond the front "build to" line or within the required rear yard setback, so long as the covered areas do not impact more than 50% of the respective front or rear building façade and that no portion of the porch is located closer than 10' to the front lot line.
- (7) Building entrances. Building entrances shall be oriented to the primary street frontage. For corner lots, entrances shall be either oriented to the street with the higher functional classification or angled and oriented to the street intersection. However, the side of the structure facing the street with the lower functional classification shall include architectural detailing so as to also appear as a front façade.

(11) Formal Open Space.

For the purposes of this section, formal open space is defined as planned and structured areas, including but not limited to formally designed landscape areas, streetscape furnishings, plaza areas, rooftop patios, and recreational improvements available for common use. Formal open space of 5% of the lot area shall be required for the following uses:

(a) Single-family attached residential developments of 8 dwelling units or more; Developments containing fewer than 8 units shall provide private patios, balconies, or open space of at least 50 square feet with a minimum 5' of depth for each unit clear of obstructions,

- (F) Landscaping, screening, and buffering requirements.
 - (3) Required perimeter landscaping. Perimeter landscaping yards shall be required around all properties in the CCO district except properties with buildings permitted to be constructed to the edge of the sidewalk or property line(s). In cases where a building has been constructed to the sidewalk or property lines, perimeter landscaping yards shall be installed along the remaining boundaries of the site where practical. Where the building is set back less than 5' from the front property but not on the front property line, an alternative landscape plan must be submitted to achieve the general landscaping goals of this section. A perimeter landscaping yard shall have a minimum width of:
 - (a) five (5) feet on a front planting yard and three (3) feet on other planting yards where the site is two (2) acres or less. Where the-3' planting yards shall be allowed to be planted with only shrubbery instead of trees; or
 - (b) eight (8) feet on a front planting yard and five (5) feet on other planting yards where the site is greater than two (2) acres.

SECTION 25. TEMPORARY AND ACCESSORY STRUCTURES AND USES

- (B) Particular permitted temporary and/or accessory structure and uses.
 - (7) off-street parking subject to the provisions of Section 26 of this article; stand alone parking lots must be accessory to an allowed permitted principal use and its structure(s).
- (C) Prohibited temporary and accessory structures and uses.
 - (6) Parking lots as a principal use. This does not include parking structures that are addressed in Chart 1 use table.
- (E) Bulk and location regulations.
 - (3) no accessory structure or use in any residential district shall occupy more than twenty-five percent (25%) fifty percent (50%) of the required rear yard;

SECTION 26. OFF-STREET PARKING, QUEUING, AND LOADING

- (C) Regulations Applicable to Parking Spaces and Parking Lots.
 - (1) Location of required parking spaces.
 - (b) Multi-family residential, and nonresidential uses.

[aa] Such off-site parking spaces are located within a zoning district which would permit the use to which such parking is accessory. Off-street parking (except parking structures) shall be accessory to a permitted principal use and its associated principal structure(s) and shall not be the principal use on a lot of record. A parking lot cannot be a stand alone primary use but must be tied to an allowed primary business and its structure(s), with the parking acting as an accessory use.

SECTION 28. NONCONFORMITIES.

- (C) Nonconforming structures
 - (2) Enlargement, repair, alterations. Any nonconforming structure may be enlarged, maintained, repaired or altered; provided, however, that no such enlargement, maintenance, repair or alteration shall either create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such structure unless said additional nonconformity or degree of nonconformity is only with the requirements of the Gateway Design Overlay (GDO) District, and the nonconforming structure was in existence on the effective date of the ordinance creating the GDO District, in which case enlargement, maintenance, repair or alteration of a nonconforming structure may create an additional nonconformity or an increase in the degree of nonconformity with the requirements of the GDO District for twenty years after creation of the GDO District, provided that a variance must be obtained for any enlargement in accordance with Sections 10 and 24(D).

- (a) A structure that is non-conforming by being wholly or partially within a minimum required building setback may expand vertically up to one additional story above its current height even if such vertical addition is within the required minimum building setback, provided that the vertical addition does not exceed the maximum building height of the respective zone, but may not expand horizontally in any direction within the minimum required building setback.
- (b) If such additional nonconformity or degree of nonconformity is only with the requirements of the Gateway Design Overlay (GDO) District and the nonconforming structure was in existence on the effective date of the ordinance creating the GDO District, in which case the enlargement, maintenance, repair, or alteration of such nonconforming structure proposed within 20 years after the original adoption of the GDO requirements may create an additional nonconformity or an increase in the degree of nonconformity with the requirements of the GDO District for twenty years after creation of the GDO District, a variance must be obtained for any enlargement in accordance with Sections 10 and 24(D).
- (D) Nonconforming lots of record.
 - (2) Regulations for single-family use of nonconforming lots.
 - (c) No side yard shall be less than three-five feet.

APPENDIX A - ZONING

Chart 1 and Chart 1 Endnotes. Uses Permitted by Zoning District

See separate documents		

CHART 2 MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS AND LAND USE INTENSITY RATIOS.

See separate document

USES PERMITTED ³						Z	NINC	IG D	ISTR	ICTS	3																OVERLAY
	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	СВD	ェ	GI		CM-RS-8	CM-R	CM	cn	Ь	000
DWELLINGS																											
Single-Family detached	Х	Х	Х	Х	Х	Х	Х	Х	Х	X ²⁷		Х		Х								Х	Х		Х		
Single-Family attached or detached, zero-lot line																											
(max. 2 units attached) ²³							Х	Х	Х	X^{24}		Х		Х									Х		Х		
Single-Family attached, townhouse ^{25, 26, 28}								Χ	Х	Х													Х		Х		
Two-Family							Х	Х	Х			Х		Х									Х		Х		
Three-Family								Х	Х			Х		Χ									Х		Χ		
Four-Family								Χ	Χ			Х		Х									Х		Χ		
Multiple-Family								X^{21}	X^{21}								X^{21}	X^{21}							Х		
OTHER HOUSING																											
Accessory Apartment ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸				S ⁸														Ì			
Accessory Dwelling Unit	Ť	Ť	Ť	Ť	Ť	Ť				Ť		X^1	X ¹	X^1	X^1	X^1	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	l		
Assisted-Care Living Facility ¹⁵	1	†	1	1	†		s	Х	Х	Х	1	Х	Х	Х	Х	Х	X	X		Ė	† <u> </u>	X	Х	X	S	H	
Bed-and-Breakfast Homestay	S	S	S	S	S		S	S	X	S		S	Ė	Х	Х	Х		X		l –	t	S	S	S	Х	H	
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S		S				X				S	S	S	S	П	
Boarding House ¹⁵							S	S	Χ	Χ		S		Х	Х	Χ		Χ					S	S	Х		
Emergency Shelter	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Χ	Χ	Χ	Χ	Х	Х	Х	Х	Х	Х	Χ	
Extended Stay Hotel/Motel																Χ	Χ										
Family Crisis Shelter												S		S	S	S			S	S	S		S				
Family Violence Shelter								S	S			S	S	S	Χ	Χ			Χ	Χ	Χ		Х	S	S		
Fraternity/Sorority												S		S	S	S							S	S	S		N
Group Shelter								S	S			S	S	S	-	S			S	S							
Class I Home for the Aged ¹⁵	S	S	S	S	S	S	S	Х	Х	Х		Х		Χ	Χ	Χ		Χ				S	S	S	S		
Class II Home for the Aged ¹⁵	S	S	S	S	S		S	S	S	S		S		Χ	Χ	Χ		Χ				S	S	S	S		
Class III Home for the Aged ¹⁵								S	S			S		S	Χ	Χ	Χ	Χ				S	S	S	S		
Hotel																Х	Χ	Χ	Χ	Χ	Х						
Home Occupations 11	S ¹¹		X ¹¹			X ¹¹					S ¹¹	S ¹¹	S ¹¹														
Mission ⁴⁰																			S	S	S						
Mobile Homes											Х																N
Motel																Χ	Χ		Χ	Χ	Χ						N
Rooming House							S	S	S									Χ					S	S	Χ		
Student Dormitory									S																Х		
Transitional Home							S	S	S			S	S										S	S			

X = Use permitted by right.

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

N = Not Allowed, if N^* = Not Allowed if > 3,000 sf

USES PERMITTED ³						Z	NINC	IG D	ISTR	ICTS	3																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	C.	CF ¹⁴	СН	MU	CBD	豆	<u>15</u>	_	CM-RS-8	CM-R	CM	CU	_	000
INSTITUTIONS	_							_	_																		
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		Χ	Χ	Χ	Х	Χ	Χ		Х	Х	Х	S	Х	Х			
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	Χ	S	Х	Χ	Χ		Χ	Χ	Х	Х	Х	Х	Х			
Airport, Heliport	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	N
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S						
Church ¹³	S	S	S	S	S	S	S	Х	Χ	S	S	S	Х	Χ	Χ	Χ	Х	Χ	Χ	Х	Х	S	S	Х	Х		
College, University												Χ	Χ			Χ	Χ						Х		Х		
Day-Care Center							S	S	S		S	S	S	Х	Χ	Χ	Χ	Х	Χ	Х	Х	S	S	S			
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Χ	Χ		Χ	Χ	Х	Х	S	S	S	Х		
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Χ	Х		Χ	Χ	Х	Х	S	S	S	Х		
Hospital												Χ	Х			Χ	Х		Χ	Х	Х	Х	Х	Х			
Mental Health Facility												Χ	Х	Х		Х	Χ		Χ	Х	Х		Х	Х			
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Χ	Χ	Х	Χ	Χ	Х	Х	S	S	S			
Morgue																Χ	Χ		Χ	Х	Х		Х	Х			N
Museum							S	S	S			S	S	S	Χ	Χ	Χ	Х	Χ	Х	Х	S	S	S	Х	S	
Nursing Home												Χ	Χ	S	S	S	Χ		Χ	Х	Х	Х	Х	Х			
Nursery School							S	S	S		S	S	S	S	S	S	Χ		S	S	S	S	S	S	Х		
Park	Χ	Х	Х	Х	Х	Χ	Χ	Х	Χ	Χ	Х	Χ	Χ	Х	Χ	Χ	Χ	Х	Χ	Х	Х	Х	Х	Х	Х	Х	
Philanthropic Institution							S	S	S			Х	Х	Х	Χ	Χ	Χ	Χ	Χ	Х	Х	Х	Х	Х	Х		
Pet Cemetery	S	S	S												S	S			S	S	S						N
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Χ	Χ	Х	Χ	Χ	Х	S	S	S	Х		
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Χ	Х	Χ	Χ		Χ	Х	Х	S	S	S	Х	Χ	
Senior Citizens Center	S	S	S	S	S	S	S	Х	Χ	S		Χ	Х	Х	Х	Χ	Χ		Χ	Х	Х	S	Х	Х			
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	Х	Χ	Х	S	S	S	Х		
Student Center								S	S			S	S	S	S	S	Χ						S	S	Х		
Technology/Vocation School (indoor)													Х		Χ	Χ	Х		Χ	Х	X		X		X		
Trade School (includes outdoor)																	,,		X	X	S		-			H	
AGRICULTURAL USES																											
Customary General Farming	X ⁶	X ⁶	X ⁶	X ⁶	X^6	X^6	X ⁶	X^6	X ⁶	X ⁶	X^6	Χ	Х	Χ	X ⁶	Χ	Χ	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S			1	Х	Х			Х	Х	Х		1	1	Х	Х	
Farm Labor and Management Services					1						1	Х	Х	Х	Х	Х		Х	Х	Х	Х		1	1	Х		
Fish Hatcheries and Preserves																			Х	Χ	Х						
Grain, Fruit, Field Crop and Vegetable Cultivation and	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	_								Х	Х					V		
Storage	Λ	_ ^	Λ	_ ^	_ ^	٨	Λ	Λ	Λ	Λ	Χ								Λ	_ ^	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.

N = Not Allowed, if N^* = Not Allowed if > 3,000 sf

USES PERMITTED3						Z	AINC	IG D	ISTR	RICTS	3																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	C C	CF ¹⁴	СН	MU	СВD	豆	<u>ق</u>	_	CM-RS-8	CM-R	CM	CU	Ь	000
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	s	S	s	s	S	s	S									Х	Х	Х				Х		
Timber Tracts, Forest Nursery, Gathering of Forest Products	s	S	S	s	s	s	s	s	s	s	S								Х	Х	Х						
COMMERCIAL																											
Adult Cabaret Adult Entertainment Center																			X ⁹								
Adult Motel																			X_{0}								
Adults-Only Bookstore																			X^9								
Adults-Only Motion Picture Theater																			X ⁹								
Amusements, Commercial Indoor															Х	Χ	Χ	Χ	Χ	Χ	Х				S		
Amusements, Commercial Outdoor excluding																											
Motorized																Х	Χ		Χ	Χ	Х				S	S	N
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S						N
Animal Grooming Facility															Х	Х	Х		Χ	Х	Х						
Antique Mall															Χ	Χ	Х	Х	Χ	Χ	Х						
Antique Shop <3,000 sq. ft.												Х	Х		Χ	Χ	Х	Х	Χ	Χ	Х		Х				
Art or Photo Studio or Gallery												Χ	Х	Х	Х	Х	Х	Χ	Χ	Х	Х		Х		Х		
Artisan Use < 3,000 sf, other than enumerated elsewhere														Х	Х	X	Х	X	Х	X	Х						
Automobile Body Shop 12																			Х	Х							<u>N</u>
Automotive/Motor Vehicle Repair 12																×	X		Х	X	Х						N
Automotive/Motor Vehicle Service															S	X	X		X	X	X					Н	
Bakery, Retail														Х	Х		Χ	Х	Х	Х	Х						
Bank or Credit Union, Branch Office or Main Office												Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х						
Bank, Drive-Up Electronic Teller												Х	Х	Х		Χ	Χ	Х	X	Х	Х	X	X	l			
Barber or Beauty Shop												Х	Х	Х	Χ		Χ	Χ	Χ	Χ	Х		X				
Beer, Packaged														Х	Χ			Х	Х	Х	Х	ĺ	ĺ				
Boat Rental, Sales, or Repair																			Χ	Χ	Х						N
Book or Card Shop												Χ	Χ	Х		Χ	Χ	Χ	Χ	Χ	X		Х				
Brewery, Artisan ²⁹														Х	Χ	Χ		Χ	Χ	Χ	Х						
Brewery, Micro ²⁹																Χ		Χ	Χ	Χ	Х						
Brewpub ³⁰														Х	Χ	Χ	Χ	Х	Χ	Х	Х						
Business School												Х	Х		Χ	Χ	Χ	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.

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USES PERMITTED3						Z	NINC	IG D	ISTR	RICTS	S																OVERLAY
	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	豆	GI		CM-RS-8	CM-R	CM	cn	Р	cco
Business and Communication Service												Х	Х	Х	Х	Χ	Χ	Х	Χ	Х	Х						
Campground, Travel-Trailer Park																S			S	S	S						N
Carnivals																S			S	S	S					S	N
Catering Establishment												Х	Х	Х	Х	Χ	Χ	Х	Χ	Х	Х		Х				
Cigar Lounge																S	S	S	Χ	X	X						
Clothing Store														Х	Χ	X	Χ	Х	X	Х	Х						
Coffee, Food, or Beverage Kiosk														Χ	Х	Χ	Χ		Χ	Х	Х						
Commercial Center (≤25,000 SF)														Χ	Χ	Χ	Χ	Χ	Χ	Х	Х						
Convenience Sales and Service Store, ≤5,000 SF															X		Χ	X	Χ	X	Х						
Convenience Store > 5,000 SF																X	Χ		X	X	X						N
Crematory																			S	S	S						<u>N</u> N
Data Center ≤15,000 SF													Х		Х	Х			Х	Х	Х						N
Department or Discount Store													_		X	X	Χ	Х	X	X	X						_
Distillery, Artisan ²⁹																Χ		Х	Х	Х	Х						
Drive-In Theater																Х			X	X	X						N
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)														Х	Х		Χ	Χ	X	Х	X						- 11
Financial Service												Х	Х		Х			Х	Х	Х	Х						
Fireworks Public Display																										Х	
Fireworks Retailer																S			S	S	S						N
Fireworks Seasonal Retailer														S	S	S			S	S	S						N
Fitness/ Health Club Facility >5,000 SF												X	X		Х	Х	Χ	Х	Х	Х	Х		X	Х			
Fitness studio/ personal instruction ≤5,000 SF												X	X	X	X	X	X	X	X	X	X	X	X	X			
Flower or Plant Store												Х	Х	Х	Х	Х	Χ	Х	X	Х	Х		Х				
Funeral Home														S		Χ	Χ		Χ	Х	Х						
Garage, Parking																X	X	X	X	X	X						
Garden and Lawn Supplies															S	Х	Χ	Х	Х	Х	Х						
GasLiquified Petroleum, Bottled and Bulk																Х			Χ	Х	Х						
Gasoline StationSales														X	Х	Х	Χ	X	Χ	Χ	Х						<u>N</u>
General Service and Repair Shop																Х	X	Х	Χ	Х	Х						
GlassAuto, Plate, and Window																Х	Χ		Х	Χ	Х						
GlassStained and Leaded														Х	Х	Х	Χ	Χ	Χ	Χ	Х						
Greenhouse or Nursery																Х	Χ		Χ	Χ	Х						N
Grocery Store														X	X	X	X	<u>X</u>	<u>X</u>	X	X						
Group Assembly, <250 persons												S	S		Χ		Χ	Χ	Χ	Χ	Х	S	S	S			
Group Assembly, >250 persons												S	S		S	S	Χ	S	S	S	S	S	S	S			
Health Club Consolidated above												X	X	X	X	X	X	X	X	X	X		X				

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USES PERMITTED3						Z	NINC	IG D	ISTR	CICTS	S																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD B	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	공	MU	СВD	豆	GI		CM-RS-8	CM-R	CM	CU	Д	cco
Ice Kiosk, Automated															Χ	Х		X	Χ	Х	Х						N
Interior Decorator												Х	Х	Х	Χ	Х	Х	Χ	Χ	Х	Х		Х				
Iron Work																Χ			Χ	Х	Х						N*
Janitorial Service															Χ	Х	Х	Χ	Χ	Х	Х						
Karate, Instruction Consolidating with fitness studio															X	X	X	X	X	X	X						
Kennels																Х			Χ	Х	Х						N
Keys, Locksmith															Χ	Х	Χ	Χ	Χ	Х	Х						
Laboratories, Medical												Х	Χ		Χ	Χ	Χ		Χ	Χ	Х	Х	Х	Х			
Laboratories, Testing															Χ	Х	Χ		Χ	Х	Х						
Laundries, Self-Service														Х	Χ	Х			Χ	Χ	Х						
Lawn, Tree, and Garden Service																Х			Χ	Χ	Х						
Liquor Store															Χ	Χ	Х		Χ	Х	Х						N
Livestock, Auction																			Χ	Х	Х						N
Lumber, Building Material																			Χ	Х	Х						N
Manufactured Home Sales																			Χ	Χ							N
Massage Parlor																			X_{8}								
Motor Vehicle: Sales , Rental (Automobiles) ³																S	S		X^3	X^3	X^3						N
Motor Vehicle: Sales, Rental (Other Than																											
Automobiles) 3																S	S		X^3	X^3	X^3						N
Motor Vehicle: Sales, Rental, Repair (Medium &																											
Heavy Duty Commercial Vehicles) 3																			X^3	X^3							N
Motor Vehicle Service 12																X	X		X	X	X						
Movie Theater															Х	Х	Х	Χ	Χ	Х	Х						
Music or Dancing Academy															Χ	Χ	Χ		Χ	Χ	Х						
Offices												Х	Х	Х	Х	Χ	Χ	Χ	Χ	Х	Х	X^5	X^5	X^5			
Optical Dispensaries												Х	Х		Х	Х	Χ	Χ	Χ	Х	Х	Х	Х	Х			
Parking Structure																X	X	X	X	X	X			X	X		
Parking Lot																											N
Pawn Shop																Х			Χ	Χ	Х			L			N
																Î											
Payday Loan, Title Loan, or Check-Cashing Service																Χ			Χ	Χ	Χ						<u>N</u>
Personal Service Establishment														Χ	Χ	Χ	Χ	Χ	Χ	Χ	Х						
Pet Crematory																			S	S	S						N
Pet Funeral Home															Χ	Χ			Χ	Χ	Х						N
Pet Shops															Χ	Χ	Χ	Χ	Χ	Χ	Х						
Pharmacies, Apothecaries												Х	X	Х	Χ	Х	Х	Χ	Χ	Х	Х	Х	Х	Х			

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USES PERMITTED ³						Z	NINC	IG D	ISTR	RICTS	3																OVERLAY
	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	СВD	H	GI		CM-RS-8	CM-R	CM	CU	Р	000
Plasma Donation Center																			Χ	Χ	Х			Χ			
Radio, TV, or Recording Studio																Χ	Χ	Χ	Χ	Χ	Х						
Radio and Television Transmission Towers															S	S			S	S	S				S		N
Range - Firearms (NOT IN NOW - REMOVED)																											
Rap Parlor																			X^9								
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X	X	X	X	X			
Restaurant and Carry-Out Restaurant														Х	Х	Х	Χ	Χ	Χ	Х	Х						
Restaurant, Drive-In																Χ			Χ	Χ	Х						N
Restaurant, Specialty														Х	Х	Χ	Χ	Χ	Χ	Χ	Х						
Restaurant, Specialty -Limited												S	S	Х			Χ	Χ	Χ	Χ	Х	S	S	S			
Retail Shop, firearms																			Х	>	V						<u>N</u>
Retail Shop, other than enumerated elsewhere															Х	Y	Y	Х	X	X	X						18
Retail Shop: Tobacco, Vape, Dispensary 31															^	✓ ✓31	^	^	√31	√31	√31						<u>N</u>
Salvage and Surplus Merchandise																<u>^</u>			X	<u>^</u>	X						N N
																^			X ⁹	^	_^	-				-	, N
Sauna														_	0	Y	_										
Self-Service Storage Facility 16														\$	S	X	S		X	X	X						N
Sheet Metal Shop																Х			X	X	X	<u> </u>					N
Shopping Center, Community (150-300K SF)															V	X	X	V	X	X	X	<u> </u>					N
Shopping Center, Neighborhood (25-150K SF)							-	-		-					Χ	X	X	X	X	X	X	-					
Shopping Center, Regional (>300,000 SF)						<u> </u>							V		V	Х	X		X	X	X	1	- V			\blacksquare	N
Specialty Shop							-	-		-		Χ	Χ	Χ	Х	X	Χ	X	X	X	X	-	Х				
Tavern						<u> </u>									-	X		Χ	Х	X	X	1				\blacksquare	
Taxidermy Studio																S			S	S	S						N
Veterinary Office					1	1				1	1	Х	· ·		~	V	Х		V		· ·		Х				1
Veterinary Office Veterinary Clinic						-	1	1		1					X	X	X		X	X	X	1	 ^			\vdash	
Veterinary Hospital		\vdash		\vdash		\vdash			 						^	X	X		X	X	X	1	\vdash			\vdash	N
Vehicle Sales, Rental (Non-Motorized)																X	X		X	X	X						N
Vehicle Wash														Х		X	7.5		X	X	X					\vdash	N
Wholesaling, Wholesale Establishments	1	 	1	 	1	 	1	1	 	1	1	1	1		\vdash	X			X	X	X	1	 	1		$\vdash \mid$	N
Winery, Artisan ²⁹	1	 	1	 		1								Х	Х	X		Χ	X	X	X	1	1			H	
		S	S	S	S	S	-	S	s	S		_	S	s	S	s	S	^	S	S	+		-	S	S		N
Wireless Telecommunications Towers, Antennas 17	S	5	5	5	5	5	S	5	3	5	S	S	5	3	5	5	5				S	S	S	5	3	S	N
Wrecker/Towing Service, Wrecker Storage Yard ¹²																			Χ	Χ	Χ						N

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USES PERMITTED ³						Z	ONIN	NG D	ISTR	RICT	S																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	R MO	0G R	90	ال ال	CF ¹⁴	CH.	MU	СВD	豆	ا اق		CM-RS-8	CM-R	CM	CU	۵	000
INDUSTRIAL																	_										
Manufacture, Storage, Distribution of:																											
Abrasive Products																			Х	Χ		Ī					N
Asbestos Products																			S								N
Automobile Dismantlers and Recyclers ^{7 & 12}																			S ⁷								N
Automobile Manufacture																			Х	Х							N
Automobile Parts and Components Manufacture																			Х	Х							N
Automobile Seats Manufacture						1		1											Х	Х				1			N
Bakery Goods, Candy						1	1	1			1		Ì	1					Х	Х	Х	1		1			N*
Boat Manufacture				1		1		1			1			1					X	X	Ť	1		1		Н	N
Bottling Works																			Х	Х	Х				1		N
Brewery ²⁰																			Х	Х	Х	1		1			N
Canned Goods		t											l						Х	Х		1					N
Chemicals		t											l						Х			1					N
Composting Facility																			S						S		N
Contractor's Storage, Indoor																Χ			Χ	Х	Х						N
Contractor's Yard or Storage, Outdoor 32																			Х	Х	Х						N
Contractor's/Construction Equipment: Sales, Rental,																									1		
Repair ³²																			Х	Х	Х						
Cosmetics						1	1	1			1			1					X	X	X		1	1			N
Custom Wood Products																			Х	Х	Х						N*
Data Center / Server Farm > 15,000																			S	S	S						N
Dry Cleaning- Laundering Facility > 3,000							+									Χ			X	X	X					Н	N
Distillery ²⁰																,,			X	Х	Х						N
Electrical or Electronic Equipment, Appliances, and						1								1							 ^						
Instruments																			Х	Х	Х						N
Fabricated Metal Products and Machinery						1		1			1								X	X	X	1	1	1		Н	N*
Fertilizer						1		1			1								X		 ^`	1	1	1		Н	N
Food and Beverage Products except animal				1		1	t	1			1			1						1		1	1	1		H	
slaughter, stockyards, rendering, and brewery																			Х	Х	Х						N
Furniture and Fixtures		l		İ		t	1			İ	1			l					X	Х		1					N*
Jewelry		İ					1	1											X	Х	Х	1			T	П	N*
Junkyard																			S								N
Leather and Leather Products except tanning and																											
finishing																			Χ	Χ	Х						N*

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USES PERMITTED ³						Z	ONIN	IG D	ISTR	RICTS	S																OVERLAY
	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	ェ	<u>ق</u>		CM-RS-8	CM-R	CM	CU	Д	000
Lasthay and Lasthay Duadwate Tamping and Finishing																			V								
Leather and Leather Products, Tanning and Finishing Lumber and Wood Products	1	1			-					-									X	Х			1	1			N
Mobile Home Construction	+	1			-					-									X	^			1	1			N
Musical Instruments	+	1			-					-									X	V	~		1	1			N N*
	-					1	1													X	X			-			N*
Office/Art Supplies	-	-	ļ	-		1	ļ		-		-								X	X	Х	-	-	-	ļ	H	
Paints	-				<u> </u>				<u> </u>	<u> </u>									X	Х				<u> </u>			N
Paper Mills	-				<u> </u>				<u> </u>	<u> </u>									S					<u> </u>			N
Paper Products excluding paper and pulp mills				.				-			.								Χ	Х	-	1					N
Petroleum, Liquified Petroleum Gas and Coal		1																					1				
Products except refining																			S					<u> </u>			N
Petroleum, Liquified Petroleum Gas and Coal																											
Products refining																											N
Pharmaceuticals																			Χ	Х	Х						N
Photographic Film Manufacture																			Χ	Χ							N
Pottery, Figurines, and Ceramic Products																			Χ	Χ	Х						N*
Primary Metal Distribution and Storage																			Χ	Χ							N
Primary Metal Manufacturing																			Χ	Χ							N
Printing and Publishing																Χ	Χ	Χ	Χ	Χ	Χ						
Recycling center																S			Χ	Χ	Х						N
Recycling Center: Temporary Mobile															S	S			S	S	S				S		N
Rubber and Plastic Products except rubber or plastic																											
manufacture																			Х	Х							N
Rubber and Plastic Products, Rubber and Plastic		1				1	1																1				
Manufacture		1																	Х	Х			1				N
Saw Mills		1				1	1												X				1				N
Scrap Processing Yard																			S								N
Scrap Metal Processors	1	1				t	t												S		l	t	1	1			N
Scrap Metal Distribution and Storage	1	1				t	t												S		l	t	1	1			N
Secondary Material Dealers		1							 										S				1			H	N
Silverware and Cutlery		+				1	1												X	Х	Х	1	+			H	N*
Small Moulded Metal Products	1	1	1	1		1	t	1			1								X	X		1	1	1		\vdash	N
Sporting Goods	1	1	1	1		1	t	1			1								X	X	Х	1	1	1		\vdash	N
Stone, Clay, Glass, and Concrete Products	-	+				1	1												X	X	^	1	+	-		\vdash	N*
Otorie, Olay, Glass, and Concrete Floudicts	+	+	1	1	1	1	1	1	1	1	1	\vdash		\vdash							1	1	+	+	<u> </u>	Н	IN
Textile, Apparel Products, CottonFactoring, Grading																			Х	Х	Х						N*
Textile, Apparel Products, Cotton Gin																			Χ	Х							N

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USES PERMITTED ³						Z	NINC	G D	ISTR	RICTS	S																OVERLA'
	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	НЭ	MU	CBD	도	l9		CM-RS-8	CM-R	CM	CU	Ь	033
Tire Manufacture																			Χ	Χ							N
Tobacco Products																			Χ	Χ							N
Toiletries																			Χ	Χ	Χ						N*
Transportation Equipment																			Χ	Χ	Χ						N
Warehousing, Transporting/Distributing ¹⁸																			Χ	Χ	Х						N
Winery ²⁰																			Χ	Х	Х						N
TRANSPORTATION AND PUBLIC UTILITIES																											
Bus Terminal or Service Facility																Χ			Χ	Χ	Χ						
Garbage or Refuse Collection Service																			Χ	Χ							N
Refuse Processing, Treatment, and Storage																			S								N
Gas, Electric (Including Solar Farms), Water,																											
Sewerage Production and/or Treatment Facility,																			Χ	Χ	S						
Landfill ¹⁹																			S								N
Post Office or Postal Facility														Χ	Х	Χ	Χ	Χ	Χ	Х	Х						
Telephone or Communication Services															Х	Х	Χ	Χ	Χ	Х	Х						
Electric Transmission, Gas Piping, Water/Sanitary																											
Sewer Pumping Station	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Χ	Х	Χ	Х	Х	Х	Χ	Χ	Χ	Χ	Χ	Χ	Х	Х	Χ	Х	Х	
Railroad Switching Yard, Terminal, Piggyback Yard																											
Station/Terminal																S			S	S	S						N
Taxicab Dispatch Station																Χ			Χ	Χ	Χ						N
Freight Terminal, Service Facility																Х			Х	Х	Х						N
OTHER (INTEGRATED ABOVE)																											
Advertising Sign																X	-		X	X	X						
Home Occupations 11	\$ ¹¹	\$ ¹¹	\$ ¹¹	\$ ¹¹	S ¹¹	\$ ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		X ¹¹			X ¹¹					S ¹¹	S ¹¹	S ¹¹			
Junkyard																			S								N
Recycling center																S	-	-	X	X	X						N
Self-Service Storage Facility 16														S	S	X	S		X	×	X						N
Temporary Mobile Recycling Center															S	S	-	-	S	S	S				S		N

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APPENDIX A - ZONING CHART 1 ENDNOTES. USES PERMITTED BY ZONING DISTRICT.

The uses permitted in the various districts established in this article shall be as identified in this section on Chart 1 USES PERMITTED BY ZONING DISTRICT. Those uses identified in Chart 1 with a "X" at the intersection of the uses row and a zoning district column shall be uses that are permitted by right subject to site plan review and approval and the issuance of building permits in those zoning districts. Those uses identified in Chart 1 with a "S" at the intersection of the uses row and a zoning district column shall be uses 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 in those zoning districts. Those uses that are shown with no "X" or "S" at the intersection of a uses row and a zoning district column shall be uses that are prohibited and are not permitted or allowed in those districts. The CCO district is to be used in concert with the base zoning district with the more stringent CCO standards applying. The CCO Overlay column in Chart 1 indicates uses that are not permitted in the CCO that are shown with a "N" at the intersection of the use row and the CCO overlay district column. Those listed "N*" (with an asterisk) are prohibited if such use occupies more than 3,000 square feet in floor areas.

+

- 3. Motor Vehicle Sales and/or Rentals (Automobile) shall be subject to the following additional standards:
 - (B)(5) Parking and display of automobile inventory shall occur only in areas designated oin the special use permit approved site plan application. Driveway aisles, public right-of-way, and landscaped areas, and unimproved areas, shall not be used for automobile parking or display;
- 8. An accessory apartment may be <u>created established in owner-occupied single-family dwellings in</u> the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, and RS-A districts upon approval by the Board of Zoning Appeals subject to the standards and criteria of Section 9 of Appendix A Zoning. <u>An accessory apartment within the City Core Overlay (CCO) District may be established upon administrative approval by the Planning Department subject to the standards and criteria of Section 24, Article VI (B)(5)(b) of Appendix A Zoning.</u>
- 11. Home occupations may be permitted by special use permit provided, however, if home occupation approval is requested in order for the applicant to establish an address necessary for obtaining a business license and can meet the following standards, the special use permit for the home occupation may be issued by the Planning Director. In the event the Director has doubt regarding the compatibility of the proposed home occupation with adjoining land uses, the Director shall deny approval. The applicant may apply to the Board of Zoning Appeals as pro-vided in Sections 8 and 9 of Appendix A-Zoning. The standards mentioned above are as follows:

- (i) The following activities and land uses shall not be approved by the Planning Director administratively as home occupations:
- (1) automotive repair (body or mechanical), upholstery or painting;
- (2) kennels;
- (3) barber or beauty shop;
- (4)(3) taxi service;
- (5) professional office;
- (6) artist studio; or,
- (4) gun dealers; or
- (5) charter bus service
- (7)(6) Age restricted sales of any kind, including but not limited to vape, alcohol, and tobacco.
- 12. Sites used for the storage of <u>inoperable</u>, wrecked, or partially dismantled vehicles, whether as principal, accessory, or ancillary use, used in conjunction with <u>an automobile body shop</u>, automotive/motor vehicle re-pair establishments, motor vehicle service establishments, wrecker or towing services, or wrecker service storage yards, shall provide at a minimum a <u>10' Ttype D-B buffer zone</u> as described in Section 27 of Appendix A Zoning <u>in addition to a permanent 8' masonry wall or a Type A buffer zone as described in Section 27 of Appendix A Zoning in addition to an 8' berm (with appropriate width to accommodate <u>the allowed maximum slope</u>) measured from the highest <u>adjacent grade for</u> screening of the area used for the storage of <u>inoperable</u>, wrecked, or <u>partially</u> dismantled vehicles. Provid-ed, however, the screening requirement shall not be for the entire site unless otherwise required by Appendix A Zoning and shall be applicable to only those areas used for such storage. It is the intent of this requirement to screen such storage areas from the view of any adjacent property and from the view of any public right-of-way adjacent to the site.</u>
- 31. Tobacco/Vape Shops, where permitted by right, shall be subject to a minimum 1,000 foot separation from another vape shop, public or private school, City park, daycare centers, or churches; and a minimum 250 foot separation from properties zoned or used for residential purposes. The required distance shall be -measured from property line to property line.
- 32. Outdoor Storage and Display for non-residential uses: see Zoning Ordinance Section 25(C)(1) and Section 25(E)(8) for further information.
- 33. Only artisan uses that are less than 3,000 square feet are allowed.

	Minim	um Lot	Minimum Yard						Tracked Cital		
	Requirements		Requirements ^{[5][17][25]}			Intensity Ratios			os		
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
RS-15 DISTRICT											
Dwellings and other uses permitted	15,000	75 ^[12]	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	35 3 0 -
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		40 ^[12]	35 ^{[1][29]}								
1. Dwellings and other uses permitted ^[28] R-D DISTRICT	4,000	401.2	35[1][20]	5	20	35	10.8	none	none	none	50 40
Single family detached dwellings and other uses permitted except ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	25	35	5.4	none	none	none	30
Single-family detached dwellings and other uses permitted except ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50
2. Two-family dwellings	6,500 8000	50' 55 ^[12]	30 ^[1]	5	25	35	<u>14.5</u> 10.9	none	none	none	<u>35</u> -30-
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{77[31]}											
	4,000	27 ^[12]	35 ^[1]	5 10^[7]	25	35	10.9	none	none	none	none

	Minimu	um Lot	Minimum Yard			Land Use						
	Requirements		Requirements ^{[5][17][25]}					Intensity Ratios				
DISTRICT AND LIST	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.		Minimum O.S.R.	Maximum Lot Coverage (percent)	
DISTRICT AND USE RM-12 DISTRICT	(3q. Ft.)	(Γι.)	(Г.)	(Γι.)	(Г.)	(Г.)	(D.U./ACIE)	F.A.N.	L.J.N.	0.3.K.	(percerri)	
1. Single-family detached dwellings and												
	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	nono	nono	nono	30	
other uses permitted except ^[28] 2. Two-family dwellings	· ·	50 ^[12]	30 ^[1]					none	none	none		
1	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30	
3. Three-family dwellings	11,250			5	25	35	11.6	none	none	none	30	
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30	
5. Single-family attached or detached with												
zero lot line (max. 2 units attached) ^{[7][31]}		[42]	[1][37]	[7]								
	3,750	18 ^[12]	35 ^{[1][37]}	5 10^[7]	25	35	11.6	none	none	none	none	
6. Multiple-family dwellings and Single-												
family attached townhouse dwellings ^[30]	[1.1]	[12]	[1]			[11]	[141					
	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none	
RM-16 DISTRICT												
Single-family detached dwellings and		[12]	_ [1][37]									
other uses permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35	
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35	
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30	
Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30	
5. Single-family attached or detached with												
zero lot line (max. 2 units attached) ^{[7][31]}												
,	3,000	18 ^[12]	35 ^{[1][37]}	5 10^[7]	25	35	14.5	none	none	none	none	
6. Multiple-family dwellings and Single-												
family attached townhouse dwellings ^[30]												
	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none	
RS-A DISTRICT ^[35]												
1. Single-family detached and single-family												
attached or detached with zero-lot line		30 ^[12]	35 ^{[1][37]}									
(max. 2 units attached) ^{[7][28][31]}	3,000	30, ,	35	5	20	35	14.5	none	none	none	none	
Single-family attached townhouse on one												
lot or individual lots (Suburban												
Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none	
3. Single-family attached townhouse on one												
lot or individual lots (Urban												
Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none	
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35	

	Minim	um Lot	l M	inimum Ya	ırd				Land Use	mgmmgmæd	Tracked Char
	Require			iirements ^{[5}				Int	ensity Rati	os	
							Maximum				Maximum
						Maximum	Gross				Lot
	Area	Width	Front [38]	Side	Rear	Height ^[16]	Density ^[2]	Maximum		Minimum	Coverage
DISTRICT AND USE	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(D.U./Acre)	F.A.R.	L.S.R.	O.S.R.	(percent)
R-MO DISTRICT											
1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none
CM-R DISTRICT											
Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with											
zero lot line (max. 2 units attached) ^{[7][31]}											
,	2,500	30	35 ^[1]	5 10^[7]	20	35	16	none	none	none	none
4. Single-family attached townhouse											
dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related											
uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related		[12]	[4]								
uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT		[12]	[1][20]								
Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related		50 ^[12]	30 ^[1]	40	00	00					
USES	none	50	30	10	20	60	none	none	none	none	none
OG-R DISTRICT 1. Offices and other uses except	F 000	50 ^[12]	30 ^[1]	40	00	25		0.0	0.00	0.0	
•	5,000	50 ⁽¹²⁾	30 ¹ 35 ^{[1][29]}	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000			10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with											
zero lot line (max. 2 units attached) ^{[7][31]}		[40]	[4]	[7]							
	2,500	25 ^[12]	35 ^[1]	5 10^[7]	20	35	17.4	none	none	none	none
OG DISTRICT		[12]	[1]								
1. Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none

	Minim	um Lot	Mi	nimum Ya	rd				Land Use	8 8	Tracked Chan
		ements	Regu	irements ^[5]	[17][25]			Int	ensity Rati	os	
	'						Maximum				Maximum
			[0.01			Maximum	Gross				Lot
	Area	Width	Front [38]	Side	Rear	Height ^[16]	Density ^[2]	Maximum			Coverage
DISTRICT AND USE	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(D.U./Acre)	F.A.R.	L.S.R.	O.S.R.	(percent)
CL DISTRICT											
All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30
3. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
6. Single-family attached or detached with											
zero lot line (max. 2 units attached) ^{[7][31]}											
,	3,750	18 ^[12]	35 ^[1]	5 10^[7]	25	35	11.6	none	none	none	none
CF DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[15]	20 ^[15]	45	none	none	none	none	none
CH DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[6]	20	75	none	none	none	none	none
MU DISTRICT											
1. Multiple family dwellings	5 acres	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	75	25 ^[24]	none	none	none	none
2. All commercial uses except mixed use	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	none	none	none	none	none
3. Mixed uses (vertical mix)	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	25 ^[24]	none	none	none	none
CBD DISTRICT											
All uses except	none	none ^[13]	none	none	none	75	none	none	none	none	none
Multiple-family dwellings	none	none ^[13]	none	none	none	75	FN ^[8]	none	none	none	none
H-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
2. All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
G-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
2. All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
L-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
2. All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none

		um Lot		inimum Ya					Land Use		
	Require	ements	Requ	irements ^{[5}][17][23]			Int	ensity Ration	os	
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
CU DISTRICT	(= q)	()	()	()	(, .,)	(/	(2.0			0.0	(10.00.11)
Single-family detached Two-family dwellings	10,000	65 ^[12] 65 ^[12]	35 35	10	20	35 35	4.4	none	none	none	25
Three-family dwellings	10,000 15,000	65 ^[12]	35 35	10 10	20 20	35 35	8.7 8.7	none none	none none	none none	25 25
Four-family dwellings Multiple-family dwellings and Single-	20,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
family attached townhouse dwellings ^[30]	25,000	65 ^[12]	35	10 ^[3]	20 ^[4]	35	FN ^[9]	0.35	0.45	0.65	none
6. Educational institutions and other uses	25,000	65 ^[12]	35	10	20	35 65	none	0.3	0.28	0.6	none
P DISTRICT											
All uses permitted	none	none ^[13]	none	none	none	none	none	none	none	none	none

CHART 2 ENDNOTES. MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS AND LAND USE INTENSITY RATIOS.

- 3. The <u>size-width</u> of the required side yard shall be ten feet <u>at the</u> for single story <u>buildings</u> that are perpendicular to the side lot line and <u>_fifteen_twenty_feet</u> for two story, <u>structures_twenty_feet for any three story, and twenty five feet for any four story buildings. plus an additional five feet for each story over two. The size of the required side yard shall be twenty feet for one- and two-story buildings that are running parallel with the side lot line plus five feet for each additional story over two.</u>
- 8. See Section 25 of this article for applicable <u>building setback and</u> height regulations for accessory structures.
- 38. If there is any conflict between Section 24, Article VI (City Core Overlay District) and the minimum front setback-yard requirements denoted in Chart 1–2 and its endnotes and/or the accessory structure setbacks and heights withinbulk requirements denoted in Section 25, then Section 24, Article VI (City Core Overlay District) shall prevail.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair 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 Holly Smyth, Principal Planner Amelia Kerr, 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 November 14, 2023, and November 15, 2023 Planning Commission meetings.

Mr. Chase Salas made a motion to approve the November 14, 2023 and November 15, 2023 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Reggie Harris

Bryan Prince

Chase Salas

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

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);

<u>and</u>

Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and

Land Use Intensity Ratios (including Chart 2 endnotes)

City of Murfreesboro Planning Department 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.

Chair Kathy Jones opened the public hearing.

1. Mr. Matt Taylor of SEC, Inc., complimented staff for reviewing the Zoning Ordinance to streamline items moving forward from Planning Commission to City Council.

Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the proposed Zoning Ordinance amendment subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

Aye: Kathy Jones

Ken Halliburton

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

6. Staff Reports and Other Business:

Request for Outside the City Water & Sewer Service [2023-505] for approximately 288 acres located along Lebanon Pike, East Jefferson Pike, & Landfill Road, Rutherford County applicant. Mr. Matthew Blomeley 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. Mike Hughes (Rutherford County Engineer), Mr. Bishop Wagener (Rutherford County Solid Waste Director), and Mr. Matt Taylor (design engineer) were all in attendance to represent the application.

The Planning Commission asked how would water be provided to this location. Mr. Matt Taylor explained there are connections to water and sewer located at Sam Jared Drive. They propose underground boring from the river to the approximate location. Currently, there is only well water at this property.

There being no further discussion, Mr. Shawn Wright moved to approve the request for Outside the City Water & Sewer Service subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

ORDINANCE 23-O-45 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 6, 7, 9, 24, 25, 26, 28, Chart 1, Chart 1 Endnotes, Chart 2 and Chart 2 Endnotes, pertaining to miscellaneous revisions, including, but not limited to: 1) adding new definitions; 2) modifying existing definitions; 3) modifying the prohibited uses for home occupations; 4) clarifying non-conforming structure rebuild allowances and porch encroachments in the City Core Overlay (CCO) District; 5) relocating the list of prohibited uses in the CCO section into Chart 1; 6) adding some uses to Chart 1 and modifying some existing uses listed in Chart 1; 7) modifying specific bulk requirements in Chart 2; and 8) revising the language pertaining to the zoning amendment process where the City of Murfreesboro Planning Department is the applicant [2023-803].

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

<u>SECTION 1</u>. Appendix A, Section 2, Definitions, of the Murfreesboro City Code is hereby amended by amending, adding, or deleting the following definitions to read as follows and inserting them in alphabetical order:

<u>Accessory apartment:</u> A secondary dwelling unit either in or added to an existing single family detached dwelling, or in a separate accessory structure on the same lot of record with its own separate exterior entry door, with provisions for cooking and food preparation (including sink and electrical outlets to accommodate kitchen appliances such as refrigerator, oven, or stove), sanitation (including toilet, sink, and shower or bathtub), and sleeping. Such a dwelling shall be accessory to the main dwelling.

<u>Amusements, commercial indoor:</u> Indoor commercial recreational or entertainment activities including, but not limited to: games of skill (such as arcades, archery, billiards, batting cages, bowling alleys, golf simulation, rock climbing, skating, soccer); movie theaters; and theaters, halls, and other indoor venues used primarily for dramatic or musical performances.

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

<u>Automobile</u>: Any vehicle designed for carrying ten (10) passengers or less, used for transportation of persons, and having a gross weight of less than eighty-five hundred (8,500) pounds.

<u>Automobile Body Shop</u>: A facility which provides collision repair services, including frame straightening, replacement of damaged parts, painting, or undercoating of the body or frame of vehicles with a gross vehicle weight of eighty-five hundred (8,500) pounds or less.

<u>Automotive dismantlers and recyclers:</u> Any natural person, firm, association, or corporation engaged in the business of and/or providing facilities for recovering parts from automobiles and trucks that have been wrecked or otherwise rendered inoperable as transportation vehicles with said parts being recovered for resale

and/or reducing used automobiles and trucks to a condition capable of salvage for their metal scrap content by scrap processors.

Delete definition for <u>Automobile graveyard</u> in its entirety.

<u>Automotive/Motor Vehicle Repair:</u> The repair of automobiles, motorcycles, light duty trucks (not exceeding eighty-five hundred (8,500) pounds), including but not limited to engine, transmission, upholstery work, tire service/sales/rotations, and the like. This excludes body work and automobile dismantling and recycling; outdoor storage of inoperable, wrecked, or dismantled vehicles is only allowed if screened according to the requirements of this article.

<u>Automotive/Motor Vehicle Service:</u> Routine maintenance of automobiles, motorcycles, light duty non-commercial trucks, or similar vehicles, including but not limited to, muffler replacement, oil change and lubrication, tire sales/service/rotations, alignments, brakes, etc. Excludes body work, automobile dismantling and recycling, and the outdoor storage of inoperable, wrecked, or dismantled vehicles.

Building height: The vertical distance measured from grade to the highest point of the roof for flat roofs, to the highest point of a parapet wall, to the deck line for mansard roofs, or to the mean height between eaves and ridge for gable, hip, and gambrel roofs.

<u>Cigar Lounge:</u> An establishment where the principal use is the sale of cigars to patrons who smoke cigars on or off-site and where any sale of food or alcohol is accessory to the use.

<u>Contractor's/Construction Equipment, Sales and Rental:</u> An establishment that engages in the sale and/or rental of construction equipment and construction vehicles, including but not limited to earth-moving equipment, dump trucks, construction trailers, scissor lifts, lighting, scaffolding, etc.

<u>Convenience Store:</u> A retail store primarily engaged in the sale of pre-packaged food and beverages, with a limited stock of household goods and toiletries, and where convenience and speed of transaction is of primary importance. Such businesses may or may not also conduct gasoline sales.

<u>Data Center:</u> A building or complex of buildings in which fifty-one percent (51%) of the gross floor area is dedicated to the housing of computer or data processing equipment or systems. This does not include a Server Farm.

<u>Fitness/Exercise/Health club facility:</u> A building or a portion of a building greater than five thousand (5,000) square feet of gross floor area designed and equipped for fitness activities, including but not limited to sports activities, exercise, weight training, and dance; the facility may be operated either for profit or not-for profit.

<u>Fitness studio/Personal fitness instruction:</u> An establishment less than or equal to five thousand (5,000) square feet of gross floor area equipped for individual or small group physical exercise instruction and fitness activities, including, but not limited to, exercise, weight training, yoga, meditation, Pilates, aerobics, martial arts, dance, and self-defense training.

Floodplain or floodprone area: See Section 34 of the Zoning Ordinance.

<u>Floor area:</u> The sum of the horizontal areas of all floors of all buildings on a lot measured from the exterior face of exterior walls. The following shall be excluded from calculation of the floor area, (including for the purposes of calculating the required number of parking spaces):

- (A) open exterior balconies or other covered open spaces;
- (B) uncovered terraces, patios, porches, atriums, or steps;
- (C) garages, carports, and other enclosed or unenclosed areas used for the parking or circulation of motor vehicles;
- (D)major mechanical equipment areas which serve the building as a whole or a major portion thereof; and
- (E) areas of common special purpose used by a substantial portion of the occupants of the premises, including laundries, recreation areas, sitting areas, libraries, storage areas, common halls, lobbies, stairways, elevator shafts, attics, and areas devoted exclusively to management and/or maintenance of the premises.

<u>Floor area, gross:</u> The total of the gross horizontal areas of all floors, including usable basements and cellars, below the roof and within the outer surface of the main walls of principal or accessory buildings. The exclusions listed in the definition of "floor area" shall not be applicable to the calculation of gross floor area.

<u>Floor area ratio (FAR)</u>: The total square foot amount of gross floor area of all structures on all building levels on a lot divided by the square footage of gross land area.

<u>General Service and Repair Shop:</u> Establishment primarily engaged in the provision of repair services to individuals and households, rather than businesses. Typical uses include but are not limited to appliance repair, shoe repair, watch or jewelry repair, or repair of musical instruments. This excludes automotive and commercial or contractor's equipment repair.

Group home: See definition of "family" sub-item "c".

<u>Lot coverage</u>: The percentage of lot area occupied by the ground area of principal and accessory buildings on such lot. (i.e., Ground level building footprint divided by gross land area multiplied by one hundred (100) = lot coverage percentage). Lot coverage is different than impervious area.

Delete definition for <u>Motor vehicle sales</u> in its entirety.

<u>Motor vehicle sales, rental (automobiles):</u> The display, sales, and rental, of new and/or used motor vehicles including but not limited to automobiles, motorcycles, and all-terrain vehicles. Automobile storage, service, and repair are permissible accessory uses but body work, automobile dismantling and recycling, and the outdoor storage of dismantled vehicles are not.

<u>Motor vehicle: Sales, rental (other than automobiles):</u> The display, sales, and rental of new and/or used recreational vehicles, motor homes, and camping trailers. The storage, service, and repair of such vehicles are permissible accessory uses, but body work on such vehicles, the dismantling and recycling of such vehicles, and the outdoor storage of such dismantled vehicles are not.

Motor vehicle: Sales, rental, repair (Medium & Heavy Duty: Commercial Vehicles): The display, sales, and rental of new and/or used commercial vehicles weighing in excess of eighty-five hundred (8,500) pounds, including but not limited to box trucks, semi-trucks, tractors-trailers, and transit buses. The storage, service, and repair of such vehicles are permissible accessory uses, but body work on such vehicles, the dismantling and recycling of such vehicles, and the outdoor storage of such dismantled vehicles are not.

<u>Motor vehicle service</u>: See "Automotive/Motor Vehicle repair".

Delete definition for <u>Motor vehicle storage</u> in its entirety.

<u>Parking structure:</u> A structure used for the parking of vehicles and consisting of more than one story. A parking structure may be either a principal structure or an accessory structure. This is not the same as a parking lot discussed in Section 25.

<u>Personal Service Establishment:</u> A business providing non-medical services, including, but not limited to, tailor, seamstress, tanning salon, spa services (including manicure, pedicure, facials, massage therapy), and formal rentals shop. The sale of merchandise shall be permitted only as an accessory use to the personal service(s) provided.

Retail Shop: Tobacco, Vape, Dispensary: A store that devotes at least fifty-one percent (51%) of its floor area, or earns at least fifty-one percent (51%) of gross sales, to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/ non-prescription use including but not limited to cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g., CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

<u>Tavern:</u> An establishment where the principal use is the individual sale of beer and other alcoholic beverages to be consumed on the premises and where any sale of food is accessory to the above.

<u>Technology / Vocation School:</u> A post-secondary school that teaches students the skills necessary to perform the duties of a profession that typically requires a specific set of skills, training, certification, or licensing. All onsite instruction areas are conducted indoors and are generally conducted in a classroom or lab setting.

<u>Trade School:</u> A facility that teaches skills necessary for specific trades, including but not limited to, construction trades and those trades involving the operation of heavy machinery and medium-to-heavy duty vehicles. Some or all onsite instruction areas may be outdoors.

<u>Yard:</u> A required open space on a lot between a lot line and a building or structure which is unoccupied and unobstructed from the grade to the sky, except for the following permitted obstructions:

- (A) accessory uses, subject to the provisions of Section 25 herein;
- (B) statuary, arbors, trellises, and barbecue stoves;
- (C) awnings and canopies;
- (D)bay windows, covered or uncovered balconies (including juliet balconies), and covered porches may project up to sixty inches within a front or rear yard;
- (E) chimneys, flues, fireboxes, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters and the like projecting not more than twenty-four inches from an exterior wall;
- (F) fire escapes or outside stairways projecting from an exterior wall not more than four feet;
- (G) flagpoles, subject to the limitations of the Sign Ordinance;
- (H)non-mechanical laundry drying equipment, except in a front yard;
- (I) off-street parking and loading, but only as expressly authorized in Section 26 in Appendix A Zoning;
- (J) terraces;
- (K) recreational equipment, except in front yards; and,
- (L) attached and/or detached uncovered decks may be located within a required side or rear yard but shall be no closer than five (5) feet from a side or rear property line.

SECTION 2. Appendix A, Section 6, Amendments, of the Murfreesboro City Code is hereby amended at subsection (E)(1) Procedure for Amendments to the Text of the Zoning Ordinance by replacing subsections (e) and (f) with the following:

(e) The Department shall forward the recommendation of the Commission, and the Department's recommendations, if different from the Commission's, to the City Manager. The City Manager shall schedule the recommendation of the Commission, together with the Department's recommendation, if different, for a public hearing and consideration at a City Council meeting no more than sixty (60) days from the date of the Planning Commission's action. The City Council shall hold a public hearing on the amendment as scheduled by the City Manager unless City Council votes to defer the public hearing to a specific later date. Notice of any public hearing shall be published in a local newspaper of general circulation stating the date, time, and place of the hearing not more than thirty (30) days nor less than fifteen (15) days before such public hearing.

SECTION 3. Appendix A, Section 6, Amendments, of the Murfreesboro City Code is hereby amended at subsection (E)(2), Procedure for Amendments to the Zoning Map excluding Planned Developments, by replacing subsections (f) and (g) with the following:

(f) The Department shall forward the recommendation of the Commission and the Department's recommendations, if different from the Commission's, to the City Manager. The City Manager shall schedule the recommendation of the Commission, together with the Department's recommendation, if different, for a public hearing and consideration at a City Council meeting no more than sixty (60) days from the date of the Planning Commission's action unless the applicant requests to defer City Council's consideration of the amendment indefinitely or to a specific later date. The City Council shall hold a public hearing on the amendment on the date set by the City Manager unless the applicant withdraws its application. Notice of any public hearing shall be published in a local newspaper of general circulation stating the date, time, and place of the hearing not more than thirty (30) days nor less than fifteen (15) days before such public hearing. In addition, a sign shall be maintained on the subject property by the applicant which meets with the size and content requirements of the Commission, and notice shall be mailed to property owners within two hundred fifty (250) feet. Failure to mail notice to such owner(s) will not invalidate the amendment.

SECTION 4. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at by revising the City of Murfreesboro Planning Commission Site Plan Review Checklist at subsection A. and K. by amending A.(14) and K.(4) and (5) to read as follows:

A. GENERAL SITE PLAN:

(14)the existing and proposed elevation contours at a vertical interval of one (1) foot based on sea level with existing contours shown as dashed lines and proposed grading contours shown in solid lines; K. **OTHER:**

(4)preliminary architectural elevations for all proposed buildings with final architectural elevations to be submitted prior to issuance of building permits. All elevations submitted shall indicate building

height as defined by the Zoning Ordinance, label all exterior building materials, and indicate any visible roof projections/mechanical equipment, including the height of such. Illustrations and/or details of all hardscape lighting, and street furniture, and conceptual signage should also be incorporated;

_____(5) any other information necessary for the Planning Commission and Planning Director to adequately review the site plan. This could include but may not be limited to a traffic impact study or a traffic analysis when a proposed development generates one hundred (100) trips during the peak hour as determined by the City Engineer.

<u>SECTION 5</u>. Appendix A, Section 9, Standards for Special Permit Uses, of the Murfreesboro City Code is hereby amended at subsection (D)(2)(rr)[9] by adding a new subsection [f] as follows:

[f] Age-restricted sales of any kind, including but not limited to vape, alcohol, and tobacco.

<u>SECTION 6</u>. Appendix A, Section 24, Overlay District Regulations, Article VI, CCO, City Core Overlay District, of the Murfreesboro City Code is hereby amended as follows:

- Amend (A)(3) and add a new (A)(4) to read:
- (A)(3) Subarea Plans within the CCO: The CCO includes the study areas of the North Highland Avenue and Historic Bottoms planning studies. These planning studies informed the writing of the CCO regulations and are of significant value. To the extent possible, developments within the CCO also located within the study areas of the North Highland and Historic Bottoms planning studies shall honor the recommendations of those plans.
- (A)(4) New General Plan Land Uses within the CCO: Some areas of the CCO are not included in the North Highland Avenue or the Historic Bottoms planning studies. However, the General Plan was drafted to address these gaps and recommends appropriate land use characters for these areas. The General Plan land use element created a new "Mixed Form Housing-MH" land use category and a new "Neighborhood Compatible overlay" to provide more specific guidance as to how to develop these sensitive residential areas within the context of existing neighborhoods. These inclusions into the General Plan were made to better address planning gaps and are of significant value. To the extent possible, developments shall honor the recommendations of this plan.
 - Amend (B)(3), (B)(4) and (B)(5) to read:
- (B)(3) Planned developments. The regulations set forth in this subsection shall not prevent a property owner from seeking planned development zoning when such zoning is necessary or desirable to promote the purposes of the CCO district. However, to the extent possible, they should adhere to the regulations of the CCO, Design Guidelines, and other base zoning districts that best approximate the proposed development type. Exceptions to any of the above applicable regulations, including the CCO regulations, shall be explicitly noted in the planned development application.
- (B)(4) Reconstruction of lawfully established non-conforming structures. Notwithstanding the requirements of Section 28 Nonconformities of the Zoning Ordinance, a lawfully-established pre-existing structure that does not comply

with the zoning standards currently in effect may be reconstructed one (1) time provided that such structure shall not increase the degree of non-conformity nor create any new non-conformities within three (3) years of demolition.

- (B)(5) *Use regulations*. Land uses in the CCO district shall be as permitted by the underlying zoning district, with the following exceptions:
 - (a) Lawfully established residential non-conforming uses. Notwithstanding the requirements of Section 28 of the Zoning Ordinance, a lawfully-established pre-existing residential use that is not permitted in the CCO or in the base zoning district may be, reconstructed one (1) time and the use(s) allowed to resume, provided that such reconstruction is only within the boundaries of the existing tract or lot of record; that the number of dwelling units is not increased, and the structure meet the provisions outlined in section (B)(4) directly above. All other terms of Section 28 of the Zoning Ordinance regarding non-conforming uses will apply to the CCO District.
 - (b) For properties having underlying zoning that permits two-family dwellings, duplex residential units shall not be required to have a shared wall but will still be considered two-family dwellings.
 - (c) For properties having underlying zoning that permits accessory apartments, a Special Use Permit shall not be required, provided that the following standards are satisfied:
 - [1] only one accessory apartment shall be allowed upon a lot zoned for single family purposes;
 - [2] the accessory apartment shall be designed so that to the degree reasonably feasible, the appearance of the building remains that of a onefamily residence. In general, any new entrances in an existing structure shall be located on the side or in the rear of the building;
 - [3] if attached to or located within the principal structure, the accessory apartment shall be designed and constructed to allow it to be part of the principal structure at such time as the use of the accessory apartment discontinues;
 - [4] the design and size of the accessory apartment shall conform to all applicable standards in the health, building, and other codes;
 - [5] the accessory apartment shall not exceed seven hundred (700) square feet of floor area; and
 - [6] except for bona fide temporary absences, the owner(s) of the lot upon which the accessory apartment is created shall occupy at least one of the dwelling units on the premises.
 - (d) Various uses listed on Chart 1 USES PERMITTED of the Zoning Ordinance may be otherwise permitted by right or by special use permit in the underlying zones but shall not be permitted uses in the CCO district. These prohibited uses are detailed in Chart 1's "CCO" column designated "N" for "not allowed". Those listed "N*" (with an asterisk) are prohibited if such use occupies more than three thousand (3,000) square feet in floor area.
 - Amend (C)(4)(b) to read:
- (C)(4)(b) The number of required on-site off-street parking spaces may be reduced by up to seventy-five percent (75%) if the property is located within seven hundred fifty (750) feet of a parking structure or lot where parking is freely and publicly available to the users as determined by the Planning Director.
 - Amend (D)(1)(b), (D)(1)(c), (D)(7), and (D)(11)(a) to read:
- (D)(1)(b) For residential developments, the principal structure shall be "built to" the average front setback of all structures on the same block face plus or minus two (2) feet however, no structure shall be built less than ten (10) feet nor more than twenty-five (25) feet behind the front property line. For the purposes of this section, "block face" shall mean within the same block on the same street side as

- the subject property and shall exclude vacant lots. No structure shall be built in the public right-of-way.
- (D)(1)(c) Porches may project up to sixty inches beyond the front "build-to" line or within the required rear yard setback, so long as the covered areas do not impact more than fifty percent (50%) of the respective front or rear building façade and that no portion of the porch is located closer than ten (10) feet to the front lot line.
- (D)(7) *Building entrances*. Building entrances shall be oriented to the primary street frontage. For corner lots, entrances shall be either oriented to the street with the higher functional classification or angled and oriented to the street intersection. However, the side of the structure facing the street with the lower functional classification shall include architectural detailing so as also to appear as a front façade.
- (D)(11)(a) Single-family attached residential developments of eight (8) dwelling units or more; developments containing fewer than eight (8) units shall provide private patios, balconies, or open space of at least fifty (50) square feet with a minimum five (5) feet of depth for each unit clear of obstructions;
 - Amend (F)(3)(a) to read:
- (F)(3)(a) five (5) feet on a front planting yard and three (3) feet on other planting yards where the site is two (2) acres or less. Where the three (3) foot planting yards shall be allowed to be planted with only shrubbery instead of trees; or
- SECTION 7. Appendix A, Section 25, Temporary and Accessory Structures and Uses, of the Murfreesboro City Code is hereby amended at subsection (B)(7), (C)(6) and (E)(3) as follows:
- (B)(7) off-street parking subject to the provisions of Section 26 of this article; standalone parking lots must be accessory to an allowed permitted principal use and its structure(s).
- (C)(6) Parking lots as a principal use. This does not include parking structures that are addressed in Chart 1 use table.
- (E)(3) no accessory structure or use in any residential district shall occupy more than fifty percent (50%) of the required rear yard;
- <u>SECTION 8</u>. Appendix A, Section 26, Off-Street Parking, Queuing and Loading, of the Murfreesboro City Code is hereby amended at subsection (C)(1)(b)[1][aa] as follows:
- (C)(1)(b)[1][aa] Such off-site parking spaces are located within a zoning district which would permit the use to which such parking is accessory. Off-street parking (except parking structures) shall be accessory to a permitted principal use and its associated principal structure(s) and shall not be the principal use on a lot of record.
- <u>SECTION 9</u>. Appendix A, Section 28, Non-Conformities, of the Murfreesboro City Code is hereby amended at subsections (C)(2) and (D)(2)(c) as follows:

- (C) (2) Enlargement, repair, alterations. Any nonconforming structure may be enlarged, maintained, repaired, or altered; provided, however, that no such enlargement, maintenance, repair, or alteration shall either create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such structure.
 - (a) A structure that is non-conforming by being wholly or partially within a minimum required building setback may expand vertically up to one additional story above its current height even if such vertical addition is within the required minimum building setback, provided that the vertical addition does not exceed the maximum building height of the respective zone, but may not expand horizontally in any direction within the minimum required building setback.
 - (b) If such additional nonconformity or degree of nonconformity is only with the requirements of the Gateway Design Overlay (GDO) District and the nonconforming structure was in existence on the effective date of the ordinance creating the GDO District, in which case the enlargement, maintenance, repair, or alteration of such nonconforming structure proposed within twenty (20) years after the original adoption of the GDO requirements may create an additional nonconformity or an increase in the degree of nonconformity with the requirements of the GDO District for twenty years after creation of the GDO District, a variance must be obtained for any enlargement in accordance with Sections 10 and 24(D).
- (D)(2)(c) No side yard shall be less than five (5) feet.

<u>SECTION 10</u>. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 1.

<u>SECTION 11</u>. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended as follows:

• Add the following sentence to the end of the opening paragraph:

The CCO district is to be used in concert with the base zoning district with the more stringent CCO standards applying. The CCO Overlay column in Chart 1 indicates uses that are not permitted in the CCO that are shown with a "N" at the intersection of the use row and the CCO overlay district column. Those listed "N*" (with an asterisk) are prohibited if such use occupies more than three thousand (3,000) square feet in floor area.

- Amend subsection 3 and 3(b)(5) to read:
- 3. Motor Vehicle Sales and/or Rentals shall be subject to the following additional standards:
- 3.(b)(5) Parking and display of automobile inventory shall occur only in areas designated on the approved site plan application. Driveway aisles, public right-of-way, landscaped areas, and unimproved areas shall not be used for automobile parking or display;
 - Amend subsection 8 to read:
- 8. An accessory apartment may be established in the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, and RS-A districts upon approval by the Board of Zoning Appeals subject to the standards and criteria of Section 9 of Appendix A Zoning. An accessory apartment within the City Core Overlay (CCO) District may be

established upon administrative approval by the Planning Department subject to the standards and criteria of Section 24, Article VI of Appendix A – Zoning.

- Amend subsection 11(i) to read:
- 11. (i) The following activities and land uses shall not be approved as home occupations:
 - (1) automotive repair (body or mechanical), upholstery or painting;
 - (2) kennels;
 - (3) taxi service;
 - (4) gun dealers;
 - (5) charter bus service; or
 - (6) Age-restricted sales of any kind, including but not limited to vape, alcohol, and tobacco.
 - Amend subsection 12 to read:
- 12. Sites used for the storage of inoperable, wrecked, or dismantled vehicles, whether as principal, accessory, or ancillary use, used in conjunction with an automobile body shop, automotive/motor vehicle repair establishments, wrecker or towing services, or wrecker service storage yards, shall provide at a minimum a ten (10) foot Type B buffer zone as described in Section 27 of Appendix A Zoning in addition to a permanent eight (8) foot masonry wall or a Type A buffer zone as described in Section 27 of Appendix A Zoning in addition to an eight (8) foot berm (with appropriate width to accommodate the allowed maximum slope) measured from the highest adjacent grade for screening of the area used for the storage of inoperable, wrecked, or dismantled vehicles; provided, however, the screening requirement shall not be for the entire site unless otherwise required by Appendix A Zoning and shall be applicable to only those areas used for such storage. It is the intent of this requirement to screen such storage areas from the view of any adjacent property and from the view of any public right-of-way adjacent to the site.
 - Add new subsections 31 and 32 to read:
- 31. Retail Shop: Tobacco, Vape, Dispensary, where permitted by right, shall be subject to a minimum one thousand (1,000) foot separation from another vape shop, public or private school, City park, daycare center, or church, and a minimum two hundred fifty (250) foot separation from properties zoned or used for residential purposes. The required distance shall be measured from property line to property line.
- 32. Outdoor Storage and Display for non-residential uses: see Zoning Ordinance Section 25(C)(1) and Section 25(E)(8) for further information.

SECTION 12. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 2.

SECTION 13. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended at subsections 3, 8 and 38 by deleting in their entirety and substituting in lieu thereof the following:

- 3. The width of the required side yard shall be ten (10) feet for single story, fifteen (15) feet for two story, twenty (20) feet for any three story, and twenty-five (25) feet for any four-story buildings.
- 8. See Section 25 of this article for applicable building setback and height regulations for accessory structures.
- 38. If there is any conflict between Section 24, Article VI (City Core Overlay District) and the minimum front yard requirements denoted in Chart 2 and its endnotes and/or the accessory structure bulk requirements denoted in Section 25, then Section 24, Article VI (City Core Overlay District) shall prevail.

SECTION 14. 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 Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney
SEAL	

USES PERMITTED ³						Z	NINC	G D	ISTR	ICTS	3																OVERLAY
	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	l9	П	CM-RS-8	CM-R	CM	CU	Ь	000
DWELLINGS																											
Single-Family detached	Х	Х	Х	Х	Х	Х	Х	Х	Х	X^{27}		Х		Х								Х	Х		Х		
Single-Family attached or detached, zero-lot line																											
(max. 2 units attached) ²³							Х	Х	Х	X^{24}		Х		Х									X		Х		
Single-Family attached, townhouse ^{25, 26, 28}								Х	Х	Х													Х		Х		
Two-Family							Х	Х	Х			Х		Х									Х		Х		
Three-Family								Х	Х			Х		Х									Х		Х		
Four-Family								Х	Х			Х		Х									Х		Х		
Multiple-Family								X^{21}	X ²¹								X^{21}	X ²¹							Х	\Box	
OTHER HOUSING									╁															十		Ħ	
Accessory Apartment ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸				S ⁸														†			
Accessory Dwelling Unit	╫	Ť		 	_	_						X ¹	X ¹	X ¹	X ¹	X ¹	X^1	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	_	+	
Assisted-Care Living Facility ¹⁵							S	Х	Х	Х		Х	Х	Х	Х	Х	Х	X		- `		X	X	Х	S	\vdash	
Bed-and-Breakfast Homestay	S	S	S	S	S		S	S	Х	S		S	,	X	Х	X	,,	X				S	S	S	X	\vdash	
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S		S	Х	Х		X				S	S	S	S		
Boarding House ¹⁵							S	S	Х	Х		S		Х	Χ	Х		Χ					S	S	Х	\Box	
Class I Home for the Aged ¹⁵	S	S	S	S	S	S	S	Х	Х	Х		Х		Х	Х	Х		Χ				S	S	S	S	\Box	
Class II Home for the Aged ¹⁵	S	S	S	S	S		s	S	S	S		S		Х	Χ	Х		Х				S	S	S	S	\Box	
Class III Home for the Aged ¹⁵								S	s			s		s	Χ	Χ	Χ	Χ				S	S	S	S		
Emergency Shelter	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х		Х	Χ	Χ	Х	Х	Х	Х	Х	Х		Х	
Extended Stay Hotel/Motel																Χ	Χ									\Box	
Family Crisis Shelter												S		S	S	S			S	S	S		S				
Family Violence Shelter								S	S			S	S	S	Х	Х			Χ	Х	Х		Х	S	S		
Fraternity/Sorority												S		S	S	S							S	S	S		N
Group Shelter								S	S			S	S	S	S	S			S	S							
Hotel																Х	Χ	Χ	Χ	Х	Х						
Home Occupations ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		X ¹¹			X^{11}					S ¹¹	S ¹¹	S ¹¹		7	
Mission																			S	S	S						
Mobile Homes											Х																N
Motel																Х	Χ		Х	Χ	Χ						N
Rooming House							S	S	S									Χ					S	S	Х		
Student Dormitory									S																Х		
Transitional Home							S	S	S			S	S										S	S			

Chart 1 Page 1 of 8

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. N = Not Allowed, if $N^* = Not Allowed$ if > 3,000 sf

USES PERMITTED ³						Z	ONIN	G D	ISTR	ICTS	3																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OGR	90	CL	CF ¹⁴	СН	MU	СВD	ェ	В		CM-RS-8	CM-R	CM	CU	Ь	000
INSTITUTIONS																											
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		Χ	Χ	Х	Χ	Χ	Χ		Х	Х	Х	S	Х	Х			
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	Х	S	Х	Х	Х		Х	Х	Х	Х	Х	Х	Х			
Airport, Heliport	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	N
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S						
Church ¹³	S	S	S	S	S	S	S	Х	Х	S	S	S	Х	Х	Х	Х	Χ	Х	Х	Х	Χ	S	S	Х	Х		
College, University												Х	Х			Х	Х						Х		Х		
Day-Care Center							S	S	S		S	S	S	Х	Х	Х	Χ	Х	Х	Х	Х	S	S	S			
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Х	Х		Х	Х	Х	Х	S	S	S	Х		
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Χ	Х		Χ	Χ	Χ	Х	S	S	S	Х		
Hospital												Χ	Χ			Χ	Χ		Χ	Χ	Χ	Χ	Х	Х			
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Χ	Х	Х	Χ	Х	Х	S	S	S			I
Mental Health Facility												Χ	Х	Χ		Х	Χ		Х	Х	Χ		Х	Х			
Morgue																Χ	Х		Χ	Х	Х		Х	Х			N
Museum							S	S	S			S	S	S	Х	Χ	Х	Х	Х	Х	Х	S	S	S	Х	S	
Nursery School							S	S	S		S	S	S	S	S	S	Х		S	S	S	S	S	S	Х		
Nursing Home												Χ	Х	S	S	S	Χ		Χ	Х	Χ	Х	Х	Х			
Park	Χ	Χ	Χ	Х	Χ	Χ	Χ	Х	Χ	Х	Χ	Χ	Х	Χ	Х	Χ	Х	Х	Χ	Χ	Х	Х	X	Х	X	Х	
Pet Cemetery	S	S	S												S	S			S	S	S						N
Philanthropic Institution							S	S	S			Χ	Х	Χ	Х	Χ	Χ	Χ	Χ	Χ	Χ	X	Χ	Х	Х		
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Х	Х	Χ	Х	Χ	S	S	S	Х		
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Х		Х	Х	Χ	S	S	S	Х	Х	
Senior Citizens Center	S	S	S	S	S	S	S	Х	Х	S		Χ	Х	Χ	Х	Χ	Х		Х	Х	Х	S	Х	Х			
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	Х	Х	Х	S	S	S	Х		
Student Center								S	S			S	S	S	S	S	Х						S	S	Х		
Technology/Vocation School (indoor)													Х		Х	Х	Х		Х	Х	Х		Х		Х		
Trade School (includes outdoor)																			Х	Х	S						
AGRICULTURAL USES																											
Customary General Farming	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	Х	Х	Х	X ⁶	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	s	S	S	S	S	^	^	^	X	X			X	X	X	<u> </u>			X		
Farm Labor and Management Services		-		-	-	-	-	٦		-	-	Х	Х	Х	X	X		Х	X	X	X	1	<u> </u>	1	X	^	
Fish Hatcheries and Preserves		1		 						1	1	^	^	^	_^	_^		_^	X	X	X	1	<u> </u>	1			
Grain, Fruit, Field Crop and Vegetable Cultivation and				1															<u> </u>		<u> </u>		1				
Storage	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х								Х	Х	Х				Х		
9-	Ė	<u> </u>	Ė	<u> </u>	Ė	Ė	Ė	<u> </u>	Ė	Ť	Ť								<u> </u>		<u> </u>				<u> </u>		
Livestock, Horse, Dairy, Poultry, and Egg Products	S	s	S	S	S	S	S	S	S	S									Х	Х	Х				Х		
Timber Tracts, Forest Nursery, Gathering of Forest																											
Products	S	S	S	S	S	S	S	S	S	S	S				ĺ				Х	Χ	Χ						ıl

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USES PERMITTED ³						Z	ONIN	IG D	ISTR	RICTS	s																OVERLAY
	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	М	СВD	豆	l9	П	CM-RS-8	CM-R	CM	CU	Д	cco
COMMERCIAL																											
Adult Cabaret																			X ⁹								
Adult Entertainment Center																			X ⁹								
Adult Motel	1																		X ⁹								
Adults-Only Bookstore																			X ⁹								
Adults-Only Motion Picture Theater																			X ⁹								
Amusements, Commercial Indoor	1														Х	Х	Χ	Х	Χ	Х	Х				S		
Amusements, Commercial Outdoor excluding Motorized																Х	Х		Х	Х	Х				s	s	N
Amusements, Commercial Outdoor Motorized except Carnivals																			s	S	S						N
Animal Grooming Facility	╂	-	-	-		+	+	1		-	-				Х	Х	Х		X	X	X				1		IN
Antique Mall	╂			1		-	-				1				X	X	X	Х	X	X	X				1		
Antique Shop <3,000 sq. ft.	╂──	1	1	1		1	1	1		-	1	Х	Х	Х	X	X	X	X	X	X	X		X				
Art or Photo Studio or Gallery	╁											X	X	X	X	X	X	X	X	X	X		X		Х		
Artisan Use < 3,000 sf, other than enumerated													,,			, ,				, ,			1		1		
elsewhere														Х	Х	Х	Χ	Х	Х	Х	Х						1
Automobile Body Shop ¹²																			Χ	Х							N
Automotive/Motor Vehicle Repair 12																			Х	Х	Х						N
Automotive/Motor Vehicle Service															S	Х	Χ		Χ	Х	Х						
Bakery, Retail	1													Х	Х	Χ	Χ	Х	Χ	Х	Х						
Bank or Credit Union, Branch Office or Main Office												Χ	Х	Χ	Х	Χ	Χ	Χ	Χ	Х	Х						
Bank, Drive-Up Electronic Teller												Х	Χ	Χ	Х	Х	Χ	Х	Χ	Χ	Х	Х	Х				
Barber or Beauty Shop	<u> </u>											Χ	Χ	Х	Х	Χ	Χ	Χ	Χ	Х	Х		Х				
Beer, Packaged	<u> </u>													Χ	Х	Χ		Χ	Χ	Χ	Х						
Boat Rental, Sales, or Repair	<u> </u>																		Χ	Х	Χ						N
Book or Card Shop	Ш_											Х	Χ	Х	Х	Х	Χ	Χ	Χ	Х	Χ		Х				
Brewery, Artisan ²⁹														Χ	Х	Х		Χ	Χ	Χ	Χ						
Brewery, Micro ²⁹																Х		Χ	Χ	Χ	Χ						
Brewpub ³⁰														Х	Χ	Х	Χ	Х	Х	Χ	Х						
Business and Communication Service												Х	Х	Х	Χ	Х	Χ	Χ	Χ	Χ	Х						
Business School												Х	Х		Χ	Х	Χ	Χ	Χ	Χ	Χ						
Campground, Travel-Trailer Park																			S	S	S						N
Carnivals			1		1		1	1	1	1	1		1		l -	S		1	S	S	S		1	1	1	S	N

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Chart 1	
Page 4 of 8	

USES PERMITTED ³	1					Z	ONIN	IG D	ISTR	ICTS	3																OVERLAY
	╫						T					1											1		1	H	O / EINEAT
	15	12	10					7	9	_		~										CM-RS-8	~				
	RS 1	RS 1	RS 1	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	R MO	0G R	90		CF ¹⁴	СН	MU	CBD	_	_		A-R.	CM-R	⋝	23		000
	ř	ĸ	ĸ	ř	ĸ	ĸ	$\overline{\mathbb{Z}}$	$\overline{\mathbb{Z}}$	\mathbb{Z}	ĸ	2									<u>o</u>		S		\overline{c}	Ö	Д	8
Catering Establishment												Χ	Χ	Х	Χ	Χ	Χ	Χ	Χ	Χ	Χ		Х				
Cigar Lounge																S	S	S	Χ	Χ	Х						
Clothing Store														Χ	Х	Χ	Χ	Χ	Х	Χ	Х						
Coffee, Food, or Beverage Kiosk														Χ	Х	Χ	Χ		Χ	Χ	Х						
Commercial Center (≤25,000 SF)														Х	Х	Χ	Χ	Χ	Χ	Χ	Х						
Convenience Store, ≤5,000 SF														Х	Х	Χ	Χ	Χ	Χ	Χ	Х						
Convenience Store > 5,000 SF																Χ	X		Χ	Χ	Χ						N
Crematory																			S	S	S						N
Data Center ≤15,000 SF													Х		Х	Х			Х	Х	Х						N
Department or Discount Store															Х	Х	Χ	Х	Х	Х	Х				1		
Distillery, Artisan ²⁹																Χ		Х	Х	Х	Х						
Drive-In Theater																X			X	X	X						N
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)														Х	Х	Х	Х	Х	X	X	X						
Financial Service												Х	Х	X	Х	Χ	X	X	X	X	X						
Fireworks Public Display														- `												Х	
Fireworks Retailer																S			S	S	S					-	N
Fireworks Seasonal Retailer														S	s	S			S	S	S						N
Fitness/ Health Club Facility >5,000 SF														X	X	X	Χ	Х	X	X	X						
Fitness studio/ personal instruction ≤5,000 SF												Х	Х	X	Х	X	X	X	X	X	X	Х	Х	Х			
Flower or Plant Store												X	Х	Х	Х	Х	X	X	X	X	X	 ^`	X	<u> </u>			
Funeral Home														S		Х	X		X	X	X		1				
Garden and Lawn Supplies														_	s	Х	X	Х	X	X	X						
GasLiquified Petroleum, Bottled and Bulk															<u> </u>	Х			X	X	X						
Gasoline Sales														Х	Х	Х	Х		X	X	X						N
General Service and Repair Shop																Χ		Х	X	X	X						
GlassAuto, Plate, and Window																Χ	Х		X	X	X						
GlassStained and Leaded														Х	Х	Х	X	Х	X	X	X						
Greenhouse or Nursery																Х	X		X	X	X						N
Grocery Store														Х	Х	Х	X	Х	X	X	X						
Group Assembly, <250 persons												S	S		Х	Х	X	X	X	X	X	S	S	S			
Group Assembly, >250 persons												S	S		S	S	X	S	S	S	S	S	S	s			
Ice Kiosk, Automated	1	<u> </u>		<u> </u>			1			1		<u> </u>	Ť		Х	X			X	X	X	Ť	1	Ť			N
Interior Decorator	\parallel						 	 		 		Х	Х	Х	X	X	Х	Х	X	X	X	1	Х			\vdash	
Iron Work	1	1		1			1	1		1		Ė	Ť	Ė	Ė	Х		<u> </u>	X	X	X	1	1	1			N*
Janitorial Service	\parallel						 	 		 					Х	X	Χ	Х	X	X	X	1	t			\vdash	
Kennels	\parallel	1		1			1			<u> </u>					<u> </u>	Х	Ė	<u> </u>	X	X	X	1	1				N
Keys, Locksmith	1	1		1			1	1		1					Х	Х	Χ	Х	X	X	X	1	1	1			

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USES PERMITTED ³	\Box					Z	ONIN	IG D	ISTR	RICTS	<u> </u>																OVERLAY
	╫	I	1	1	1		J. 111	T			- 												1	 	\vdash		JILILAI
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	R S	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	당	MU	CBD	토	ō	5	CM-RS-8	CM-R	CM	D)	Ь	000
Laboratories, Medical												Х			Χ	Х	Χ		Х	Х	Х	Х	Х				
Laboratories, Testing	1														Х	Х	Х		Х	Х	Х						
Laundries, Self-Service														Х	Х	Х			Х	Х	Х						
Lawn, Tree, and Garden Service																Х			Х	Х	Х						
Liquor Store	1														Х	Х	Х		Χ	Х	Х						N
Livestock, Auction	1																		Χ	Х	Х						N
Lumber, Building Material	1																		Χ	Χ	Χ						N
Manufactured Home Sales	1																		Χ	Χ							N
Massage Parlor																			X ⁹								
Motor Vehicle: Sales , Rental (Automobiles) 3	1															s	s		X^3	X^3	X^3						N
Motor Vehicle: Sales, Rental (Other Than	\vdash		 				+		 							H	Ť			<u> </u>			†				.,
Automobiles) ³																			X^3	X^3	X^3						N
Motor Vehicle: Sales, Rental, Repair (Medium &	╁──	1				1													^					1			11
Heavy Duty Commercial Vehicles) ³																			X ³	X^3							N
Movie Theater	╂														Х	Х	Х	Х	X	X	Х						IN
Music or Dancing Academy	╂														X	X	X	^	X	X	X						
Offices	╂											V	~	Х				· ·				X ⁵	X ⁵	X ⁵			
	₩—					-	-					X	X	^	X	X	X	X	X	X	X				-		ı
Optical Dispensaries	 	<u> </u>				<u> </u>	-					٨	^		Χ				X	X	X	Х	Х	X	- V		
Parking Structure	 	<u> </u>				<u> </u>	-									X	Х	Х	Х	X	X			Χ	Х		.
Pawn Shop	 	<u> </u>				<u> </u>	-									Χ			Х	Х	Χ			<u> </u>	-		N
Devident Lean Title Lean on Cheek Cooking Comities																\ \											N
Payday Loan, Title Loan, or Check-Cashing Service Personal Service Establishment	₩—					-	-							- V	Х	X	V		X	X	X			-	-		IN
	╂	-				-								Х	^	^	Х	Χ	X	X	S			-			N.
Pet Crematory Pet Funeral Home	₩—					-	-								Х	Х			S	X	X			-	-		N N
	╂	-				-											V	V						-			IN
Pet Shops Pharmacies, Apothecaries	₩—	1					-					Х	Х	_	X	X	X	X	X	X	X	Х		~			
Plasma Donation Center	₩—					-	-					^	^	Χ	^	^	^	^	X	X			Х	X	-		l
	₩—	1					-									V	V	V			X			Α.			
Radio, TV, or Recording Studio Radio and Television Transmission Towers	₩—	1					-								S	X	Х	Х	X S	X	X				S		N
	₩	-	-	1	1	-	-	1	<u> </u>	1	1		-		0	٥				0	0			-	3		IN
Rap Parlor	₽	<u> </u>	<u> </u>	1	1	<u> </u>	<u> </u>	1	<u> </u>	1			<u> </u>			<u> </u>		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	X ⁹		\ \ \	<u> </u>	1	<u> </u>			
Restaurant and Carry-Out Restaurant	₽	<u> </u>	<u> </u>	1	1	<u> </u>	<u> </u>	1	<u> </u>	1	1		<u> </u>	Х	Χ	Х	Х	Х	Х	Х	Х	<u> </u>	<u> </u>	<u> </u>	1		ļ
Restaurant, Drive-In	₽	<u> </u>	<u> </u>			<u> </u>	<u> </u>		<u> </u>							X			X	Х	Х			<u> </u>			N
Restaurant, Specialty	₽	<u> </u>	<u> </u>			<u> </u>	<u> </u>		<u> </u>					Х	X	Х	X	Х	X	X	Х	_	_	_			
Restaurant, Specialty -Limited	₽	<u> </u>	<u> </u>	1	1	<u> </u>	<u> </u>	1	<u> </u>	1	1	S	S	Χ	Χ	Χ	Χ	Χ	Х	Х	Х	S	S	S	1		ļ
Retail Shop, firearms	ـــــــ	<u> </u>	<u> </u>			1	<u> </u>												Х	Х	Х	<u> </u>	<u> </u>	1	1		N
Retail Shop, other than enumerated elsewhere	<u> </u>		<u> </u>			<u> </u>	1						<u> </u>		Χ	X	Χ	Χ	X	X	X	<u> </u>	<u> </u>	<u> </u>			
Retail Shop: Tobacco, Vape, Dispensary ³¹	<u> </u>															X^{31}			X ³¹	X ³¹	X ³¹						N
Salvage and Surplus Merchandise																Х			Χ	Χ	Χ						N

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USES PERMITTED ³						Z	NINC	IG D	ISTR	ICTS	S																OVERLAY
	RS 15	RS 12	RS 10	RS 8	9 83	RS 4	Q	RM 12	RM 16	RS-A	R MO	OG R	90	CL	;F ¹⁴	СН	2	BD	豆	-B		CM-RS-8	CM-R	CM	CU		000
Sauna	I.C.	I.C.	I.C.	I.C.	I.C.	I LE	IĽ.	IĽ.	I'E	IĽ.	ľ	0	0	0	0	0	2	0	X ⁹	0		O		0	0	Д	<u> </u>
Self-Service Storage Facility ¹⁶															S	Х	S		X	Х	Х						N
Sheet Metal Shop															3	X	3		X	X	X						N
Shopping Center, Community (150-300K SF)																X	Х		X	X	X						N
Shopping Center, Neighborhood (25-150K SF)											1				Х	X	X	Х	X	X	X				1		19
Shopping Center, Regional (>300,000 SF)	1														^	X	X		X	X	X	1					N
Specialty Shop												Х	Х	Х	Х	X	X	Х	X	X	X	1	Х				
Tavern																X		X	X	X	X						
Taxidermy Studio	\parallel			 		 			 							S		<u> </u>	S	S	S		1				N
Veterinary Clinic						<u> </u>			†		1				Х	X	Χ		X	X	X	1	1				
Veterinary Hospital						1			1	l	1					X	X		X	X	X	1	1		1		N
Veterinary Office												Х	Х	Х	Х	Х	Χ		Х	Х	Х		Х				
Vehicle Wash														Х		Х			Х	Χ	Х						N
Wholesaling, Wholesale Establishments																Х			Х	Х	Х						N
Winery, Artisan ²⁹														Х	Х	Х		Х	Х	Х	Χ						
Wireless Telecommunications Towers, Antennas ¹⁷	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	N
Wrecker/Towing Service, Wrecker Storage Yard 12																			Х	Χ	Х						N
INDUSTRIAL																											
Manufacture, Storage, Distribution of:																											
Abrasive Products																			Χ	Χ							N
Asbestos Products																			S								N
Automobile Dismantlers and Recyclers ^{7 & 12}																			S								N
Automobile Manufacture																			Χ	Х							N
Automobile Parts and Components Manufacture																			Х	Х							N
Automobile Seats Manufacture																			Χ	Х							N
Bakery Goods, Candy																			Χ	Χ	Х						N*
Boat Manufacture																			Х	Χ							N
Bottling Works																			Х	Χ	Х						N
Brewery ²⁰																			Χ	Χ	Х						N
Canned Goods																			Х	Χ							N
Chemicals			Ì			Ì	Ì	Ì			İ			1					Х			l					N
Composting Facility			Ì			Ì	Ì	Ì			İ			1					S			l			S		N
Contractor's Storage, Indoor																Х			Х	Х	Х						N
Contractor's Yard or Storage, Outdoor 32																			Х	Χ	Х						N
Contractor's/Construction Equipment: Sales, Rental,			Ì			Ì	Ì	Ì			İ			1								l					
Repair ³²																			Х	Х	Х						
Cosmetics				Ì		Ì			Ì	İ				Ì					Х	Х	Х						N
Custom Wood Products																			Х	Χ	Х						N*

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	15	12	10	8	9	4		12	16	⋖	O	~			4			0				3S-8	ά				
	RS 15	RS 12	RS 10	RS	RS	RS	S2	RM 12	RM 16	RS-	Ω ≥	90	90	딩	CF ¹⁴	끙	M	CBI	Ξ	<u>5</u>	_	CM-RS-8	CM-R	CM	റാ	۵	000
Data Center / Server Farm > 15,000	Ì																		S	S	S						N
Distillery ²⁰																			Х	Х	Х						N
Dry Cleaning- Laundering Facility > 3,000																Х			Х	Х	Х						N
Electrical or Electronic Equipment, Appliances, and																											
Instruments																			Х	Х	Х						N
Fabricated Metal Products and Machinery																			Х	Х	Х						N*
Fertilizer																			Χ								N
Food and Beverage Products except animal																											1
slaughter, stockyards, rendering, and brewery																			Χ	Х	Х						N
Furniture and Fixtures																			Χ	Х							N*
Jewelry																			Χ	Х	Χ						N*
Junkyard																			S								N
Leather and Leather Products except tanning and																											
finishing																			Х	Х	Х						N*
Leather and Leather Products, Tanning and Finishing																			Χ								N
Lumber and Wood Products																			Χ	Х							N
Mobile Home Construction																			Χ								N
Musical Instruments																			Χ	Х	Χ						N*
Office/Art Supplies																			Χ	Х	Χ						N*
Paints																			Χ	Х							N
Paper Mills																			S								N
Paper Products excluding paper and pulp mills																			Χ	Х							N
Petroleum, Liquified Petroleum Gas and Coal																											
Products except refining																			S								N
Petroleum, Liquified Petroleum Gas and Coal																											
Products refining																											N
Pharmaceuticals																			Χ	Х	Χ						N
Photographic Film Manufacture																			Х	Х							N
Pottery, Figurines, and Ceramic Products																			Х	Х	Х						N*
Primary Metal Distribution and Storage																			Х	Х							N
Primary Metal Manufacturing																			Х	Х							N
Printing and Publishing																Χ	Χ	Χ	Χ	Х	Х						
Recycling center																S			Χ	Х	Х						N
Recycling Center: Temporary Mobile			1	1					1						S	S			S	S	S				S		N
Rubber and Plastic Products except rubber or plastic																											
manufacture																			Х	Х							N
Rubber and Plastic Products, Rubber and Plastic			1	İ	Ì	1	Ì		İ	1		1	1		Ì									Ì			
Manufacture					1		1												Χ	Х							N

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. N = Not Allowed, if $N^* = Not Allowed$ if > 3,000 sf

Chart 1 Page 8 of 8

Ordinance 23-O-45

USES PERMITTED ³						Z	NINC	G D	ISTR	ICTS	3																OVERLAY
	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	М	СВD	Ī	l9	П	CM-RS-8	CM-R	CM	CU	Ь	000
Saw Mills																			Χ								N
Scrap Metal Processors																			S								N
Scrap Metal Distribution and Storage																			S								N
Scrap Processing Yard																			S								N
Secondary Material Dealers																			S								N
Silverware and Cutlery																			Χ	Х	Х						N*
Small Moulded Metal Products																			Χ	Χ							N
Sporting Goods																			Χ	Х	Х						N
Stone, Clay, Glass, and Concrete Products																			Χ	Х							N*
Textile, Apparel Products, CottonFactoring, Grading																			Х	Х	Х						N*
Textile, Apparel Products, Cotton Gin	<u> </u>																		Х	Х				ļ		Щ	N
Tire Manufacture																			Х	Х						Ш	N
Tobacco Products	ļ																		Х	Х							N
Toiletries																			Х	Х	Х					Ш	N*
Transportation Equipment	ļ																		Χ	Х	X					Ш	N
Warehousing, Transporting/Distributing ¹⁸																			Χ	Χ	Х						N
Winery ²⁰																			Χ	Х	Х						N
TRANSPORTATION AND PUBLIC UTILITIES																											
Bus Terminal or Service Facility																Х			Χ	Х	Х						
Electric Transmission, Gas Piping, Water/Sanitary Sewer Pumping Station	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	х	Х	Х	Х	Х	Х	Х	Х	Х	х	х	
Freight Terminal, Service Facility																Х			Χ	Х	X						N
Garbage or Refuse Collection Service																			Χ	Х							N
Gas, Electric (Including Solar Farms), Water,																										П	
Sewerage Production and/or Treatment Facility,																			Χ	Х	S						[
Landfill ¹⁹																			S								N
Post Office or Postal Facility														Х	Х	Х	Χ	Χ	Χ	Х	Х					\Box	
Railroad Station/Terminal																S			S	S	S					\Box	
Refuse Processing, Treatment, and Storage	1																		S							\Box	N
Telephone or Communication Services															Х	Х	Χ	Χ	Χ	Х	Х					\Box	
Taxicab Dispatch Station																Х			Χ	Х	Х					\Box	N

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. N = Not Allowed, if $N^* = Not Allowed$ if > 3,000 sf

Chart 2 Page 1 of 3

DISTRICT AND USE			Minimum Lot Minimum Yard Requirements Requirements ^{[5][17][25]}						Land Use Intensity Ratios			
	Require	ents	Requi	i ementsi		Maximum	Maximum Gross	int	ensity Kati I	US 	NA i	
	۸	\A/: - 4 -	Front [38]	Side	D	Height ^[16]	Density ^[2]	Massinassona	Minima	Minima	Maximum Lot	
	Area (Sq. Ft.)	Width (Ft.)	(Ft.)	(Ft.)	Rear (Ft.)	(Ft.)	(D.U./Acre)	Maximum F.A.R.	L.S.R.	Minimum O.S.R.	Coverage (percent)	
RS-15 DISTRICT	(Sq. Ft.)	(Ft.)	(Γι.)	(Ft.)	(Ft.)	(Ft.)	(D.U./Acre)	F.A.R.	L.S.R.	U.S.K.	(percent)	
Dwellings and other uses permitted	15,000	75 ^[12]	40	12.5	30	35	2.9	none	nono	none	25	
RS-12 DISTRICT	15,000	75	40	12.5	30	33	2.9	Hone	none	Hone	20	
Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25	
RS-10 DISTRICT												
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	35	
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	50	
R-D DISTRICT		1										
Single-family detached dwellings and other uses	1	l										
permitted except ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50	
2. Two-family dwellings	6,500	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35	
3. Single-family attached or detached with zero lot	1	ĺ										
line (max. 2 units attached) ^{[7][31]}	4,000	27 ^[12]	35 ^[1]	5	25	35	10.9	none	none	none	none	
RM-12 DISTRICT												
1. Single-family detached dwellings and other uses	1	l										
permitted except ^[28]	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	none	none	none	30	
2. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30	
3. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30	
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30	
5. Single-family attached or detached with zero lot	1	l										
line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^{[1][37]}	5	25	35	11.6	none	none	none	none	
6. Multiple-family dwellings and Single-family	1	ĺ										
attached townhouse dwellings ^[30]	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none	
RM-16 DISTRICT												
1. Single-family detached dwellings and other uses	1	l										
permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35	
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35	
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30	
4. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30	
5. Single-family attached or detached with zero lot		i										
line (max. 2 units attached) ^{[7][31]}	3,000	18 ^[12]	35 ^{[1][37]}	5	25	35	14.5	none	none	none	none	
6. Multiple-family dwellings and Single-family	, , , , , ,	İ					-					
attached townhouse dwellings ^[30]	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none	

DISTRICT AND USE	Minimi	um Lot	Mi	nimum Ya	ard				Land Use		
BIOTHIOT AND OCE	Requirements			irements ^{[5}					ensity Ratio	ns	
	rtoquiit	CITICITIO	rtoqu	ii oi ii oi ii o		Maximum	Maximum Gross		lonoity rtati		Maximum Lot
	Area	Width	Front [38]	Side	Rear	Height ^[16]	Density ^[2]	Maximum	Minimum	Minimum	Coverage
	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(D.U./Acre)	F.A.R.	L.S.R.	O.S.R.	(percent)
RS-A DISTRICT ^[35]		, ,		` '			, ,				,
Single-family detached and single-family											
attached or detached with zero-lot line (max. 2											
units attached) ^{[7][28][31]}	3,000	30 ^[12]	35 ^{[1][37]}	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or											
individual lots (Suburban Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or											
individual lots (Urban Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35
R-MO DISTRICT											
1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none
CM-R DISTRICT											
Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot											
line (max. 2 units attached) ^{[7][31]}	2,500	30	35 ^[1]	5	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT	110110	- 00	- 00	10	20	- 00	none	110110	Horic	110110	Hone
Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
OG-R DISTRICT											
Offices and other uses except	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot											
line (max. 2 units attached) ^{[7][31]}	2,500	25 ^[12]	35 ^[1]	5	20	35	17.4	none	none	none	none
OG DISTRICT											
Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
CL DISTRICT		***									
All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30
Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
6. Single-family attached or detached with zero lot]		
line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^[1]	5	25	35	11.6	none	none	none	none

Chart 2 Page 3 of 3

DISTRICT AND USE	Minim	um Lot		nimum Ya							
	Requir	ements	Requ	irements ^{[5}][17][25]			Intensity Ratios			
							Maximum Gross				Maximum Lot
	Area	Width	Front [38]	Side	Rear	Height ^[16]	Density ^[2]	Maximum	Minimum	Minimum	Coverage
	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(D.U./Acre)	F.A.R.	L.S.R.	O.S.R.	(percent)
CF DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[15]	20 ^[15]	45	none	none	none	none	none
CH DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[6]	20	75	none	none	none	none	none
MU DISTRICT											
1. Multiple family dwellings	5 acres	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	75	25 ^[24]	none	none	none	none
2. All commercial uses except mixed use	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	none	none	none	none	none
3. Mixed uses (vertical mix)	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	25 ^[24]	none	none	none	none
CBD DISTRICT											
All uses except	none	none ^[13]	none	none	none	75	none	none	none	none	none
2. Multiple-family dwellings	none	none ^[13]	none	none	none	75	FN ^[8]	none	none	none	none
H-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
G-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
L-I DISTRICT											
1. Industrial uses	none	50 ^[13]	42	10	20	75 ^[8]	none	none	none	none	none
All other permitted uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
CU DISTRICT											
Single-family detached	10,000	65 ^[12]	35	10	20	35	4.4	none	none	none	25
2. Two-family dwellings	10,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
3. Three-family dwellings	15,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
4. Four-family dwellings	20,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
5. Multiple-family dwellings and Single-family											
attached townhouse dwellings ^[30]	25,000	65 ^[12]	35	10 ^[3]	20 ^[4]	35	FN ^[9]	0.35	0.45	0.65	none
6. Educational institutions and other uses	25,000	65 ^[12]	35	10	20	65	none	0.3	0.28	0.6	none
P DISTRICT	_				_						
1. All uses permitted	none	none ^[13]	none	none	none	none	none	none	none	none	none

Ordinance 23-O-45

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Rezoning property along Northwest Broad 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 7.8 acres located along Northwest Broad Street, West Vine Street, South Church Street, and East Sevier Street.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

HRP Residential presented a zoning application [2023-418] for approximately 7.3 acres located along Northwest Broad Street, West Vine Street, South Church Street, and East Sevier Street to be rezoned from CH (Highway Commercial District) and CCO (City Core Overlay District) to PUD (Planned Unit District) and CCO; 0.1 acres to be rezoned from CBD (Central Business District) and CCO to PUD and CCO; and 0.4 acres to be rezoned from CH and CCO to CBD and CCO. During its regular meeting on December 6, 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 entitle commercial and hotel development, which will create employment opportunities for the community and generate tax revenue for the City.

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, shop, and play.

Attachments:

- 1. Ordinance 23-0Z-44
- 2. Maps of the area
- 3. Planning Commission staff comments from 12/06/2023 meeting

- 4. Planning Commission minutes from 12/06/2023 meeting
- 5. Keystone on Broad PUD pattern book
- 6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 6, 2023

PROJECT PLANNER: HOLLY SMYTH

5.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.

This development includes 7 full parcels and a large portion of an 8th parcel abutting the north side of Northwest Broad Street. The mixed-use portion of the development, along with Murfreesboro City Hall and Linebaugh Public Library, are bound by Northwest Broad Street, South Church Street, and West Vine Street. Additionally, a parcel on the east side of South Church Street, south of East Sevier Street and west of East State Street is also included in this rezoning as well. The proposed development includes the following parcels; (Group D) 6.00, (Group C) 8.00, 23.00, 24.00, 25.00, 26.00, 26.01, and approximately 5.09 acres of parcel 9.00, all of which reside within Tax Map 91N. The request includes a total deeded area of approximately 7.25 acres for the Keystone on Broad PUD with CCO overlay remaining. Portions of the existing City Hall that will remain as property of the City are incorporated into a rezone request to CBD and CCO as generally shown on the attached map.

A neighborhood meeting took place on the project on November 14, 2023 at the City of Murfreesboro Firehouse #4 on Medical Center Parkway that was noticed to a 500' radius from the project boundaries by the applicant. Approximately 25 persons attended and were generally supportive of the project.

Adjacent Zoning and Land Uses

The surrounding area consists of a mixture of zoning types and uses; however, most uses directly adjacent to the development are used for commercial, office, and municipal government. The lands to the east, west, and south are zoned Commercial Highway (CH). The land to the north is zoned Central Business District (CBD) containing City Hall and the Linebaugh Public Library. The subject property is currently zoned CH and CBD with the City Core Overlay (CCO) District. The project area is also part of the Historic Bottoms (as shown on page 04 of the program book) and the North Highland Avenue Planning Study Areas (which is missing from the program book), which are both shown in the below diagram on page 5 within this report. Additionally, the portion of the project along Northwest Broad Street is part of the Main Street Revitalization Plan Type 3 streetscape.

Proposed PUD

The City of Murfreesboro owns the entire project site and is in the process of negotiating various sales and a development agreement that may continue to modify the project description as it moves through the City zoning process. At this time, the development consists primarily of four buildings, with 3 of them incorporating parking garages, providing mixed-use, retail, residential units, office space, and a hotel. Retail shall be selectively located on the first floor on a portion of all buildings, which is generally outlined on the **conceptual drawing on page 8** of the program book with some flexibility to shift locations within the buildings. The following updated descriptive summary of the overall project should be used in conjunction with that conceptual drawing and its zoomed in sections following.

	Building 1 (Studio, 1,&2)	Building 2 (1&2 bed)	Building 3 (Studio, 1,&2)	Hotel –	TOTAL	MAX Allowed by DA
Stories	4-story	4 - 5 stories	4-story	4 - 5 story		-
Condo Units		37+54 =91			91 condos	100
Rental Units	7+92+69=168		2+33+23=58		226 apts	239
Retail Space	±22,215 SF	±6,540 SF	2,020	Potentially	30,775 SF	40K
Radio Station			2,000		2,000 SF	
Hotel Rooms				146	146 rooms	
Garage Parking Provided	328	179 + 146= 325	58	In Bldg. 2	711	
Parking Lot Spaces Provided			32		32	
Street Parking Provided	17	9	5		31	
Sub-Total	345	334	95		774	
Required Parking based on existing layout (excluding HC)	326	145+26+146 = 317	81+8+5=94	In Bldg. 2	737	
Surplus Parking	19	17	1		37	

The above parking requirements are based on the existing proposal which does have some flexibility to be increased using the following base requirements. The baseline requirements for the dwelling units are based on 1 stall per bedroom for "multi-family" component (as allowed in Section 24, Article IV of the CCO subsection (C)(3)). The baseline requirement of 1 stall per 250 square feet of "neighborhood shopping center" uses and 1 stall per 400 square feet of radio station use are required per Section 26 – Chart 4. Therefore, any increases to the current proposal up to the maximum allowable in the Development Agreement (DA) shall provide additional parking using these baselines. As shown above, when accounting for onstreet proposed parking, the project has a surplus of 37 parking spaces. When only accounting for proposed on-site parking, the surplus is 6 spaces. It is staff's understanding that secured parking for tenants only will be at upper levels of the parking structures, leaving the 1st and 2nd floors open for general parking. A statement needs to be added to page 33 of the program book as well as the parking exceptions discussed later in this report.

As to zone changes, the intent is to have the City Hall complex property be zoned CBD with the project's property becoming PUD, all with the CCO overlay. The negotiated property lines between City Hall and the project may need some further refinements to ensure the Building and Fire Codes can still be met without triggered new improvements to City Hall, thereby potentially affecting the zoning lines.

The project is broken into 6 phases that are generally outlined on page 16 in a map layout and on page 17 as a timeline schedule within the program book and are tied to the development agreement. Throughout all phases, City Hall will maintain functionality of its utilities (such as water, sewer, electrical, signal fiber) and circulation access to P1 and P2 parking garages. Most of the utilities south of City Hall are proposed to be relocated which will require new extensions to City Hall before full demolition can take place. New easements will need to be created and recorded throughout the site for all utilities. Additionally, the project will be dedicating right-of-way for the realignment of the South Front Street/West Vine Street and Northwest Broad Street intersection. It is anticipated that these recorded easements, rights-of-way, and new parcel layouts will be incorporated in a plat that will also be creating the new lot lines to separate City Hall and create the necessary lots for the project.

Outside of the program book, staff is starting to review proposed utilities removal and replacements at a high level to ensure that they will not conflict with the building layout. It is anticipated that phases will overlap in construction timing, and work will be continuous onsite until all work is complete. Additionally, improvements to various adjacent streets are planned to be carried out by the developer and are part of the Development Agreement in process with the City Council.

Exceptions Requested:

Page 42 of the Program Book summarizes all requested exceptions when compared to the Mixed Use (MU) and City Core Overlay (CCO) zone districts (which are most similar to the proposed project). However, standards of the existing Highway Commercial (CH), Central Business District (CBD), and the Historic Bottoms/North Highlands Downtown Central Business Districts are also shown for reference. Most of the requested exceptions are shown in red text within the program book. However, in staff's review of the project proposal, it appears that additional exceptions may need to be further incorporated into the program book as discussed below. Most of the exceptions are related to parking standards, landscape, setbacks, building coverage, and density (which is currently 44 units per acre, excluding the hotel units) as follows:

- 1)Exceptions related to parking stated in Zoning Ordinance Section 26(C)(6)(a), Section 26(E)(4), Chart 3 and Chart 5:
 - 1.1 Allow 35% (instead of 20%) of 774 parking stalls to be 'compact spaces'.
 - 1.2 Allow compact spaces to be 7.6' wide (instead of 8.5' compact space width) with the capability of reducing the depth to 16' in front of columns if needed.
 - 1.3 Allow standard stalls to be 8.5' wide (instead of the 9' wide required) by the 19' standard depth
 - 1.4 Allow sidewalks adjacent to parking to be reduced from 7' to 6'.
 - 1.5 Allow handicap spaces to be included within the minimum required parking count (instead of being excluded per parking standards Section 26(C)(2)(c)).

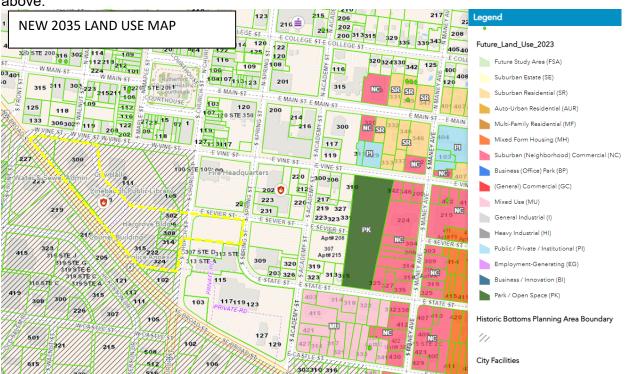
- 1.6 It is not clear where the required 2 loading spaces (with 10'x50' with 14' vertical clearance) are located within the project, so staff is unclear if this standard is anticipated to be included or an exception within the project (which comes out of Section 26(E)(4) and Chart 5).
- 2) Exceptions related to Landscape stated in Zoning Ordinance Section 27 and Section 24 Article VI-CCO:
 - 2.1 Exclude any base of building plantings
 - 2.2 Exclude any landscape yard requirements
 - 2.3 Exclude any perimeter landscape requirements
- 3) Allow setbacks to be 0' adjacent to all street ROWs and within the project interior as depicted on **page 18** of the program book (so long as they meet building and fire codes).
- 4) Allow lot coverage of 80% (instead of the 75% allowed in the CCO, for 5% higher coverage)
- 3 Allow density of 44 units per acre (instead of the 25 units per acre that would be in the comparative mixed-use zoning district).

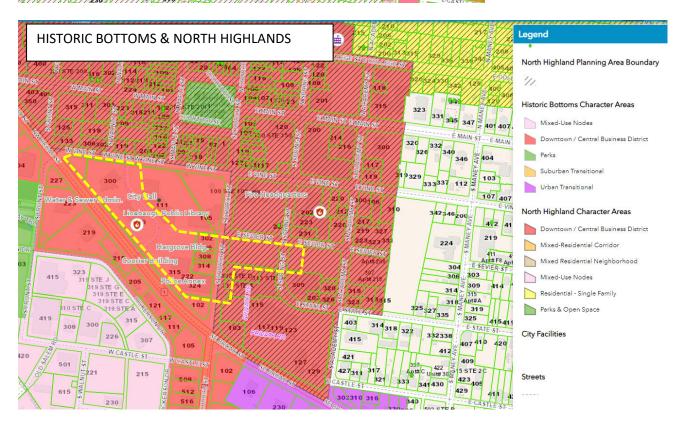
Future Land Use Map

Area bounded by W Vine/ NW Broad/ S Church Streets: The newly adopted future land use map that is now part of the <u>Murfreesboro 2035 Comprehensive Plan</u>, designates this portion of the project area as" Historic Bottoms Overlay" within the "Downtown/Central Business District" character area (see excerpt map below). The goal of the Downtown/Central Business District is to expand the downtown "feeling" to capture more opportunities for a mixture of retail and restaurant establishments and residential housing opportunities that responds to the age and economic needs of Murfreesboro residents. This character area looks at expanding the downtown to become a stronger destination point for visitors and tourists. The following elements from the plan should be incorporated.

Use	Retail, Restaurant, Entertainment, office, residential multi-family and single-							
	family attached, institutional, civic, and/or structured parking							
Character	-Mixed-use and commercial buildings are placed close to sidewalk							
Setbacks	-Residential buildings have shallow setbacks							
	-Institutional buildings have setbacks appropriate to purpose							
	-Structured parking placed close to sidewalk with active uses at street level							
Parking & Access	-Locate behind or below buildings							
	-Access primarily from secondary streets and/or alleys							
	-Central parking garages utilized							
Streetscape	-6'-12' sidewalks along public streets -Street trees							
	-Formal on-street parking -Outdoor cafes/plazas/pocket parks							
	-Street amenities -Pedestrian scaled street lighting							
Landscape	-Allow for greater amount of impervious surface							
	-Greater emphasis on hardscape details, less on foundation plantings							
	-High level of detail in public spaces							
	-Service areas, garbage collection, utility boxes and connections at the rear							
Height	-2 story encouraged, -4 stories maximum without residential,							
	-6 stories maximum with density bonus for including residential							
Building Design	-Greater emphasis on building design and materials							
	-Encourage materials consistent with existing downtown character							
	-Require a high percentage of door and window area on front facades							

Area bounded by S Church / E Sevier/ State Streets: The newly adopted future land use map that is now part of the <u>Murfreesboro 2035 Comprehensive Plan</u>, designates this portion of the project area as" North Highlands Overlay" within the "Downtown/Central Business District" character area (see excerpt map below). This character area is the same as what is in the Historic Bottoms summarized above.





City Core Overlay (CCO)

The purposes of the CCO district are: to "promote infill development that is compatible with existing development patterns; to encourage new development patterns in areas where existing patterns are inconsistent or unestablished; and to promote reinvestment in Downtown Murfreesboro and surrounding neighborhoods."

The CCO section includes some special "carve-out" standards as it relates to parking reductions when adjacent to other available parking areas, front setbacks based on block averages (but no more than 20'), open space reduced to 15%, formal open space at 5%, and building coverage allowed up to 75%. According to the PUD program book page 41, those standards are broken down compared to other districts. The project proposes to meet the 15% open space requirement and the 5% formal open space requirement. However, the project is requesting an exception to allow the "lot coverage" to be increased to 80% versus the 75% maximum for mixed-use projects in the CCO. This may need to be verified, as visually it does not appear that the project is proposing more than the 75% "lot coverage" as defined by our Zoning Ordinance.

Staff has provided the developer team with an Initial Infrastructure memo with many of the items to be addressed as future site plan reviews are submitted, such as a life-safety plan to ensure existing City facilities are not compromised or made non-compliant with Building and Fire Codes. Additionally, staff is still working through some fine tuning in the program book that may need some additional language to be modified or incorporated into the program book to provide clarity where it may be lacking.

The largest item that staff is still working with the applicant on is enhancements to the exposed parking structures. There are three areas which may be partially or highly visible to right-of-way. Staff will be finalizing its reviewing of all elevations for consistency with the City's Design Guidelines and downtown context and will provide additional information on these topics at the Planning Commission meeting.

Department Recommendation

Staff will continue to work with the applicant throughout the process to address outstanding opportunities for updates to the program book and is supportive of this rezoning request for the following reasons:

- 1) It is consistent with the Murfreesboro 2035 Comprehensive Plan policy that growth should "Encourage infill development and redevelopment, which maximizes existing infrastructure, maintains the existing character of neighborhoods, and preserves a compact community form."
- 2) It is consistent with the Future Land Use Map which designates the project location as "Downtown/Central Business District" character area within both the "Historic Bottoms Overlay" and "North Highlands Overlay". It appears that most of the character area elements shown in the summary table on page 4 above are incorporated into the project.
- 3) The open areas will meet the 15 % open space and 5% formal open space general zoning requirements.
- 4) The requested density of 44 units per acre will be providing adequate parking that meets or exceeds City standards while staying below 6 stories in height of the character area.

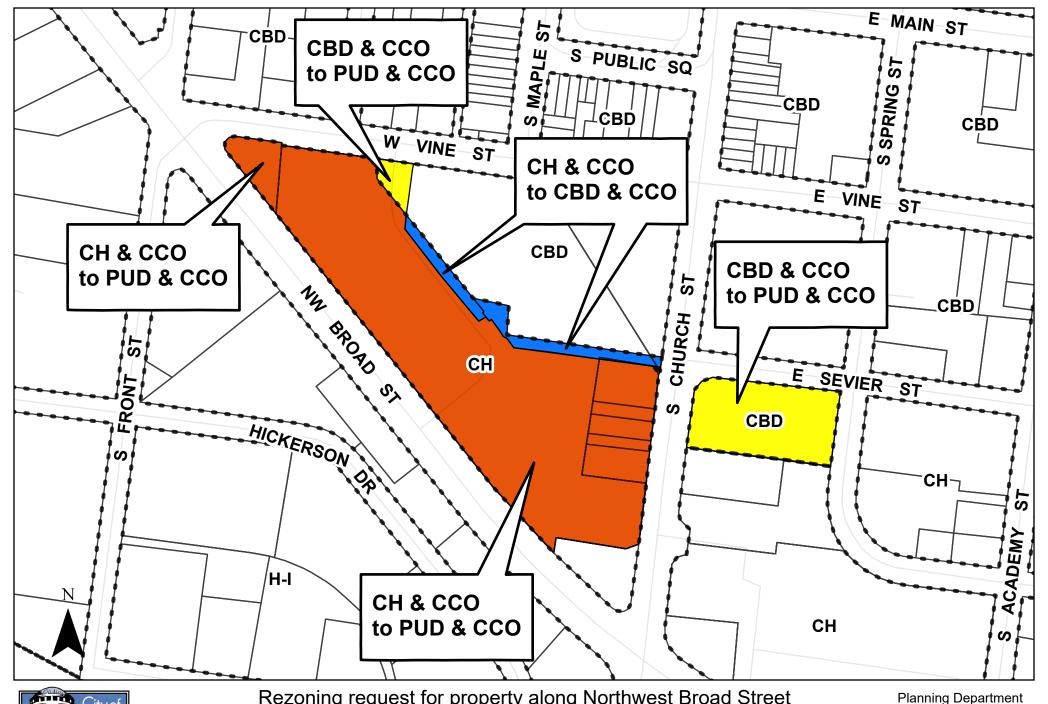
5) The layout provides a compact development in downtown that promotes walkability.

Action Needed

The applicant will be in attendance at the meeting to make a full presentation and share the modified building architecture. 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
- -Program Book





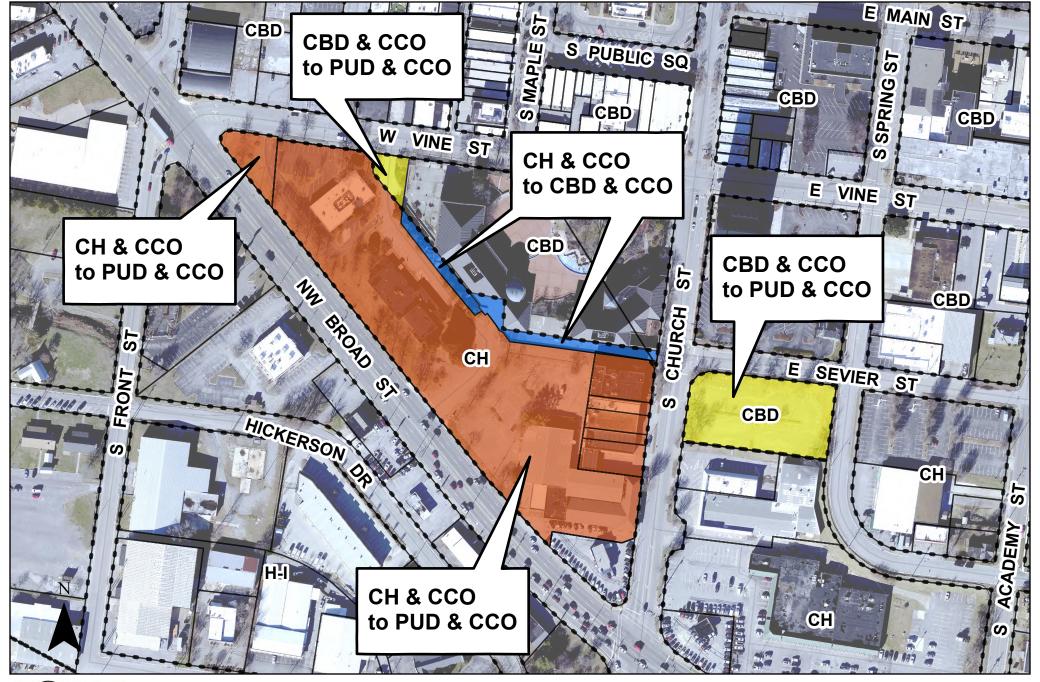
Rezoning request for property along Northwest Broad Street CBD, CH, & CCO to PUD (Keystone on Broad PUD) & CCO; and CH & CCO to CBD & CCO

1,125

■US Feet

187.5 375 750

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





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



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:

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 applicant: APPLICANT: HRP Residential	
Address: 5100 Maryland Way	City/State/Zip: Brentwood, TN 37027
Phone: 615.308.9545	E-mail address: rob@hrpresidential.com
PROPERTY OWNER: HRP Residential	
Street Address or property description: 111 W Vine St, Murfre	esboro TN 37130
	Oup: Group D (8,00) & Group C (8,00, 24,00, 24,00, 25,00, 26,00, and 2001) arcel (s):
Existing zoning classification: CHand CBD	
Proposed zoning classification: PUD	Acreage: 7.25
Contact name & phone number for publication applicant):	and notifications to the public (if different from the
E-mail:	
APPLICANT'S SIGNATURE (required): DATE:	Level In Ju
******For Office Use Only*********	**********
Date received: MPC YR.	: MPC #:

Receipt #:

Revised 7/20/2018



Site Engineering Consultants 850 Middle Tennessee Blvd Murfreesboro, TN 37129 (615)890-7901 www.sec-civil.com

December 27, 2023

Holly Smyth
City of Murfreesboro Planning Department
111 West Vine Street, 2nd Floor
Murfreesboro, TN 37133

RE: Keystone on Broad PUD

Responses to Staff Comments

SEC Project No. 22026

Dear Holly,

The development team has reviewed the Planning Department's 12-7-2023 comments on the Keystone on Broad PUD book. The book was revised as per those comments and discussions held with Staff and Administration since 12-7-2023. The revised book was submitted on 12-21-2023, and this letter outlines the development team's responses to those comments.

Cover Page

- Add resubmittal date.
 - Response: Resubmittal date added to cover.

Page 6

- Add North Highlands Overlay District to cover the Sevier property.
 - o Response: Added North Highland Avenue District/CBD map.
- Add text related to street connection scenarios to Old Salem Road and NW Broad Street
 - Response: New paragraph added to outline connection scenarios.

Page 8

- Add existing traffic signal location to the concept plan.
 - Response: Graphics added.

- Add the street name for Vine Street to the concept plan.
 - o Response: Street name added.
- Use different shape to signify locations for trash service locations.
 - Response: Graphic symbol revised.
- Update site data chart related to SF of various uses within the development, and update parking calculations relative to DA.
 - Response: Site data chart has been updated to show current SF numbers for each of the land uses within the development. Site data chart has been updated to show current parking calculations for the various land uses within the development.

Page 9

- Add allowable parking language to Building #2 per the DA.
 - Response: Added text outlining that the DA allows up to 100 condo units as an additional 5th story on Building #2.
- Clarify building heights for Building #2 and Hotel Building.
 - Response: Revised to state they can be 4-5 stories.
- Add additional notes to general parking information block relative to who is responsible for parking enforcement, and that the DA shall be utilized to adjust parking counts relative to adjustments to the project SF and unit counts.
 - Response: Both notes were added in bottom right corner of the page in the Parking Calculations and Notes Block.

Page 12

- Add note to site data chart that the DA allows up to 100 condo units.
 - Response: Note added stating that the DA allows up to 100 condo units as an additional 5th story on Building #2.

Page 15

- Correct language in Bullet Point #1 under Development Standards: Commercial.
 - o Response: Text revised.

Page 18

- Revise text in Bullet Point #6 under Architectural Standards to correctly state
 that the total coverage of the architectural materials of the buildings can vary
 by 10% to allow for architectural fluidity across the development.
 - Response: Percentage revised to 10%.

- Revise text relative to Setbacks Internal to the Site to include language stating that there can be 0.0-ft between existing and proposed buildings as long as they maintain current building and fire codes.
 - Response: Added the additional text in that portion of the setbacks section.
- Add additional information relative to what architectural materials are considered Primary, Secondary, and Tertiary.
 - Response: Added text noting which architectural materials fall into each of those three categories.

Page 19

- Add and/or delete the allowable uses as marked on the page.
 - Response: Updated Allowable Uses Chart to remove Single-Family and correctly include Multi-Family and Condo. Removed: Photo Finishing. Modified: Fitness Studio/Personal Instruction. Kept: Reducing and Weight Control Services.

Page 21

- Provide revised Building #1 North Elevation to include enhance look as presented towards City Hall and Library.
 - Response: Revised elevation showing brick panels along edges of parking levels and added faux brink windows to improve visual quality towards public buildings.

Page 22

- No visible cap on building and enhance main entrance to Building #2 from NW Broad Street.
 - Response: Thickened up cap line on building and added additional architectural character to main entranceway.

Page 27

- Add key map to the page.
 - o Response: Added key map.

Pages 30 & 31

 Removed from book update due to garage elevations solutions notes on previous pages.

Page 30 (New)

- Move Main Street Revitalization Plan Street section from later page to this page.
 - o Response: Street Section moved to this page.

Page 35 (Previously Page 37)

- Revise concept plan symbol denoting Remaining Ingress/Egress in the key and on the concept plan to make it easier to stand out versus other symbols on the concept plan.
 - Response: Symbol revised.
- Add language to key stating that proposed Ingress/Egress to be evaluated and approved by TDOT prior to permitting.
 - o Response: Text added.

Page 40

- Chart under #10 seems to conflict with chart on Page 41, remove and say see Page 41.
 - o Response: Chart removed and added text.

Page 41

- Update chart as per staff comments and red lines.
 - Response: Chart revised as per staff comments.

Page 42 (Previously Page 44)

- Update chart as per staff comments and red lines.
 - Response: Chart revised.

If you need any clarification concerning the revised book and our responses to the staff comments outlined in your markups dated 12-7-2023, please feel free to contact me at rmolchan@sec-civil.com or at 890-7901.

Sincerely,

Rob Molchan, P.L.A, ASLA

Landscape Architect & Land Planner

SEC, Inc.

KEYSTONE ON BROAD

A REQUEST FOR REZONING FROM COMMERCIAL HIGHWAY (CH) TO A PLANNED UNIT DISTRICT WITH CITY CORE OVERLAY(PUD-CCO)

MURFREESBORO TENNESSEE



Initial Submittal

October 12th, 2023

Re-Submitted

November 6th, 2023 for the November 15th, 2023 Planning Commission Workshop

Re-Submitted

December 1, 2023 for the December 7, 2023 Planning Commission Public Hearing

Re-Submitted

January 19, 2024 for the January 25, 2024 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

www.sec-civil.com

850 Middle Tennessee Blvd. Murfreesboro, Tennessee 37129

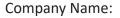


Kline Swinney Associates

Company Name: HRP Residential Profession: Developer Rob Turner Attn: (615) 308-9545 Phone:

Email: Rob@hrpresidential.com Web: https://www.hrpresidential.com

231 Public Square, Suite 300 Franklin, Tennessee 37064



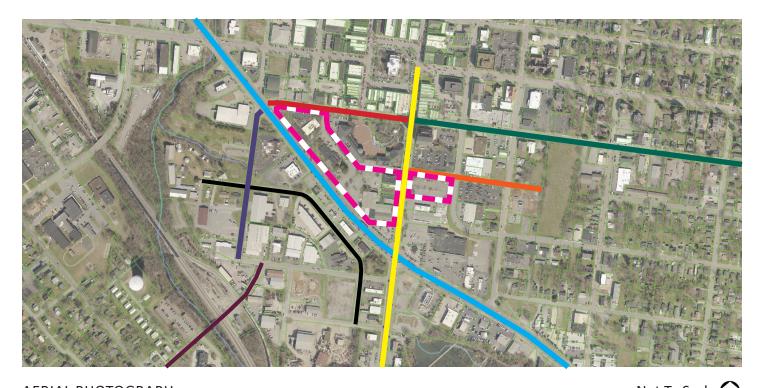
Kline Swinney Associates Architects

Profession: Architects Bart Kline Attn: Phone: 615-255-1854

Email: bkline@ksarchitects.com Web: https://www.ksarchitects.com

22 Middleton Street Nashville, TN 37210

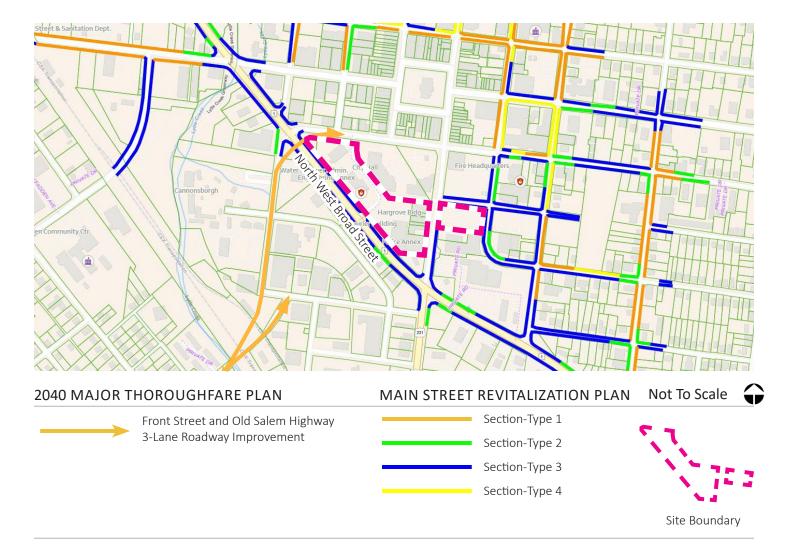
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HRP Residential respectfully requests rezoning of the Broad Street Development properties at and near 111 West Vine Street from Commercial Highway (CH) to a Planned Unit District with City Core Overlay (PUD/CCO) to create Keystone on Broad. City property tied to City Hall that are not zoned Central Business District with City Core Overlay (CBD/CCO) are also part of this rezoning. This development includes several areas/parcels around the Broad Street area. The mixed-use portion of the development, along with Murfreesboro City Hall and Linebaugh Public Library, are bound by Northwest Broad Street, South Church Street, and West Vine Street. Additionally, the parcel on the southeast corner of the intersection of South Church Street and East Sevier Street is also included in this rezoning application. The proposed development includes the following Parcels; (Group D) 6.00, (Group C) 8.00, 23.00, 24.00, 25.00, 26.01, and approximately 5.09 Acres of Parcel 9.00, all of which reside within Tax Map 91N. All these properties together are approximately 7.25 acres in size.

The request for rezoning to a Planned Unit District (PUD) within the City Core Overlay District (CCO) is to create Keystone on Broad. The development consists of three mixed-use buildings with a mixture of retail spaces, offices, residential dwelling units, and one separate building that will be a hotel. The retail component of the development shall be selectively located on portions of the first floor of each of the three mixed-use buildings and hotel building. The retail and office spaces shall comprise at least 30,000 sf and shall not exceed 40,000 sf. The residential portion of the development will be spread across the three mixed-use buildings. The residential units shall have access to an amenity package consisting of courtyard pool, fitness center, outdoor plazas, and other activity areas for the residents. The residential portion shall be managed by the Keystone on Broad Residential HOA. A hotel is proposed at the corner of West Vine Street and Northwest Broad Street, and the portion of the first floor at the corner of the intersection will include a portion of the overall retail component of the development. The development is proposing three new parking garages to accommodate the new mixed-use program, and will provide additional public parking for the surrounding downtown area. The two existing levels of parking garage under City Hall shall remain open and accessible to general public. The development proposes improvements to the pedestrian environment along the frontages of West Vine Street, Northwest Broad Street and South Church Street, along with new internal pedestrian circulation throughout the development.



The property has/will have access to the existing public rights-of-way of Northwest Broad Street through two entrances plus one service drive, West Vine Street through one entrance, and South Church Street through one entrance. South Front Street is on the City of Murfreesboro's Major Thoroughfare Plan and is slated to be improved from a two-lane roadway to a three-lane roadway and is anticipated to be tied into New Salem Highway at some point in the future.

The Broad Street Redevelopment will be dedicating R.O.W. for the realignment of the South Front Street/West Vine Street and Northwest Broad Street intersection. This development is also located in Quadrant 1 of the Main Street Revitalization Plan, which calls for a Type-3 section along this property.

GREENWAYS, BLUEWAYS, AND BIKEWAYS MASTER PLAN (GBBP)

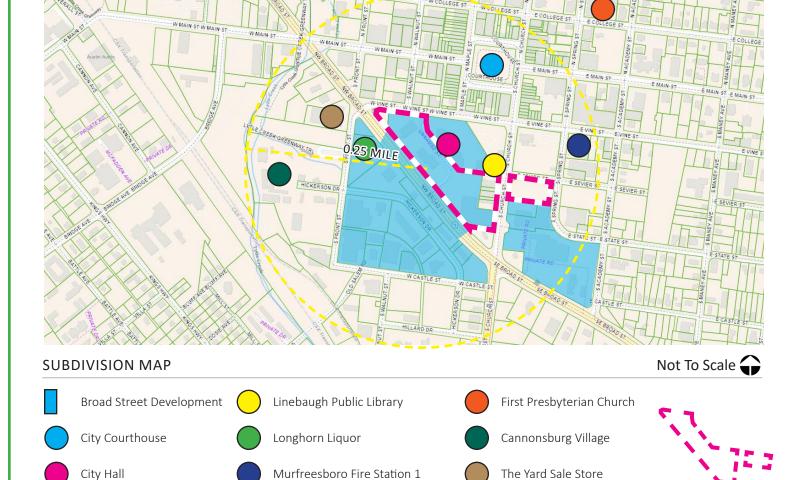


Site Boundary

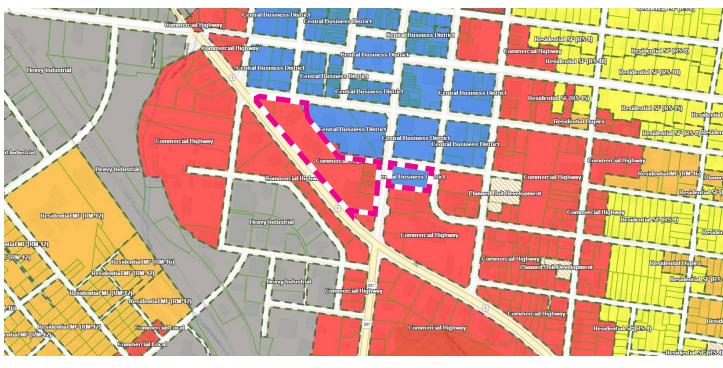
The Murfreesboro GBBP proposes 3 primary projects within the development area.

- GC7- Consists of enhancing the existing downtown greenway access from Vine Street via a pedestrian bridge over NW Broad.
- G8 Proposes a potential landmark bridge over Church Street near quarry.
- BL 11 Proposes bike lanes (Striping) along Vine Street.

*Note that the proposed development does account for a pedestrian bridge connection over NW Broad Street near the South Church intersection, but no pedestrian bridges are included in the scope of work/construction of this planning book.



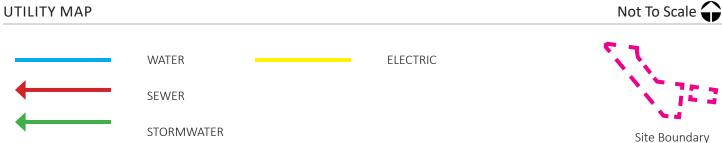
Keystone on Broad is surrounded by a mixture of commercial, industrial, and civic uses. Within a quarter mile radius of the site is a large majority of Murfreesboro's main civic buildings, including City Hall, Linebaugh Public Library, and the County Courthouse. This development is part of the Broad Street Development subdivision, which houses a variety of civic and commercial uses. Most of the buildings within the Broad Street Development subdivision are composed primarily of either red or white brick with black or similar dark colored accents and trims. Historic Cannonsburg Village and museum are located just southwest of Longhorn Liquors. This museum is a reproduction pioneer village that offers educational tours and public programing to the community.





The surrounding area consists of a mixture of zoning types and uses, however most uses directly adjacent to the development are used for commercial, office, and municipal. The lands to the east, west and south are zoned Commercial Highway (CH). The land to the north is zoned Central Business District (CBD). This property lies within the City Core Overlay District and the Historic Bottoms Planning Study Area.





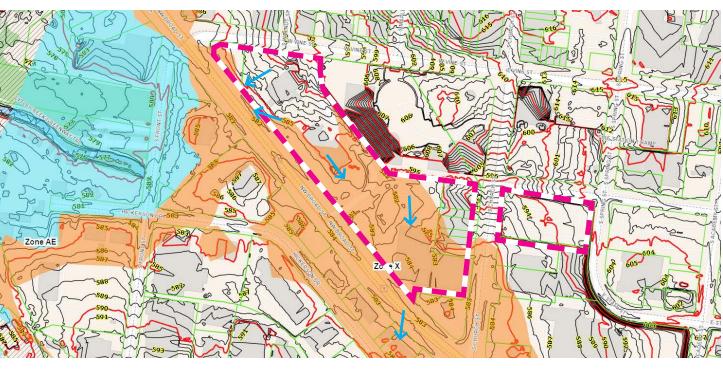


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 12 inch ductile iron water line along the southwest property line for water service into the site. The developer will be responsible for extending and/or relocating the waterline into the site for domestic 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" CIP gravity sewer line along the southwest property line. Construction will extend the sewer service into the site and the developer will be responsible for extending and/or relocating the sewer into this property.



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





Not To Scale



WATER FLOW DIRECTION

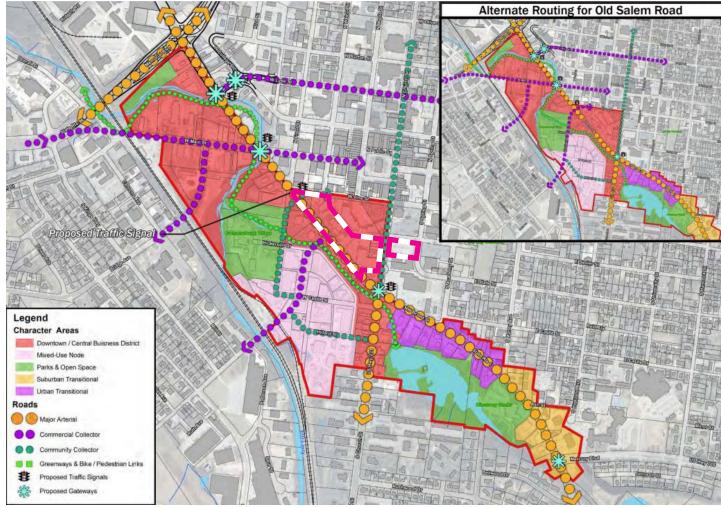
— INTERMEDIATE CONTOURS





The topographic map above shows the site's topographic high point generally at the middle of the property. From this high point, the property drains towards the northwest and the southeast. All stormwater on site drains to existing stormwater systems along the roadways surrounding the site.

The site is located within Zone X, not within 100 year flood zone, per FEMA Flood Panel 47149C0260J eff 5/9/2023.



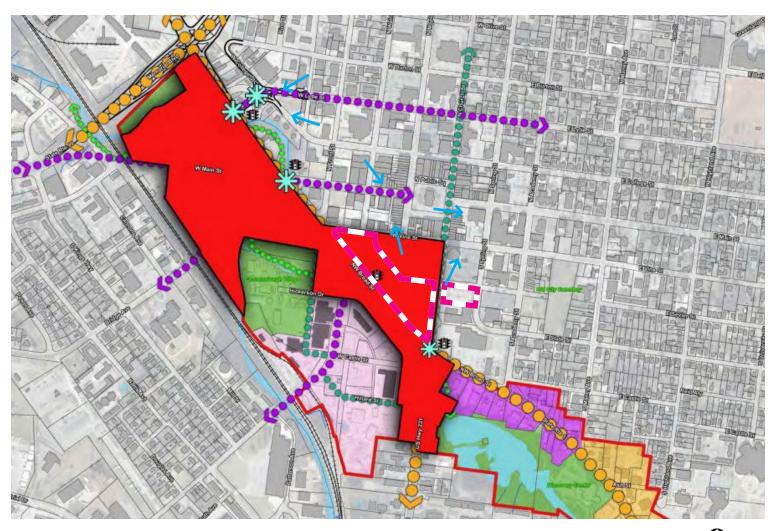
HISTORIC BOTTOMS OVERLAY

Not To Scale



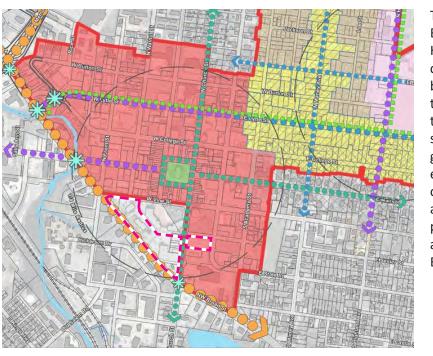
This development falls within the Historic Bottoms Overlay District. This overlay district was created with the intent of providing possible land use patterns while preserving the character and feeling of the old Murfreesboro and simultaneously providing for Murfreesboro's growing population and their needs. The Historic Bottoms Overlay District is separated into five distinct character areas with various characteristics and uses. The plan calls for commercial and other privately owned businesses to remain closer to the City Square and Northwest Broad street. From this centralized area near the Square, the uses slowly transition to less dense and more natural and urban uses.

This plan anticipated two different street connection scenarios that tie Old Salem Road to Northwest Broad Street. The City's preferred option is the inset drawing, labeled "Alternate Routing for Old Salem Road," that would tie into the realigned Front Street that ties into Vine Street.



HISTORIC BOTTOMS DOWNTOWN/CENTRAL BUSINESS DISTRICT





NORTH HIGHLAND AVENUE DOWNTOWN/CENTRAL BUSINESS DISTRICT

This development falls within the Downtown/Central Business District of the Historic Bottoms and North Highland Avenue Plan Area. This district recommends commercial use, retail, hotels, and privately owned businesses with a focus on beautifying the areas around these businesses for pedestrian use. Characteristics of this District include multi-story buildings with shallow setbacks and enhanced pedestrian streetscape. The goal of the Downtown/Central Business district is to expand the character, feeling, and architectural style of The Square and to expand the overall downtown area to meet the growing needs of the Murfreesboro population. The goals of this development closely align with those found within the Downtown/Central **Business District.**



SITE DATA:

PROPOSED ZONING PUD

TOTAL SITE AREA 7.25 AC

TOTAL NUMBER OF UNITS: 317 UNITS

ONE BEDROOM UNTIS 162 UNITS

TWO BEDROOM UNITS 146 UNITS

STUDIO UNITS 9 UNITS

*DA ALLOWS FOR A MAXIMUM OF 239 APARTMENT UNITS AND 100 CONDOMINIUM UNITS FOR A TOTAL OF 339 UNITS.

HOTEL UNITS 146 UNITS

150 MAX PER DA

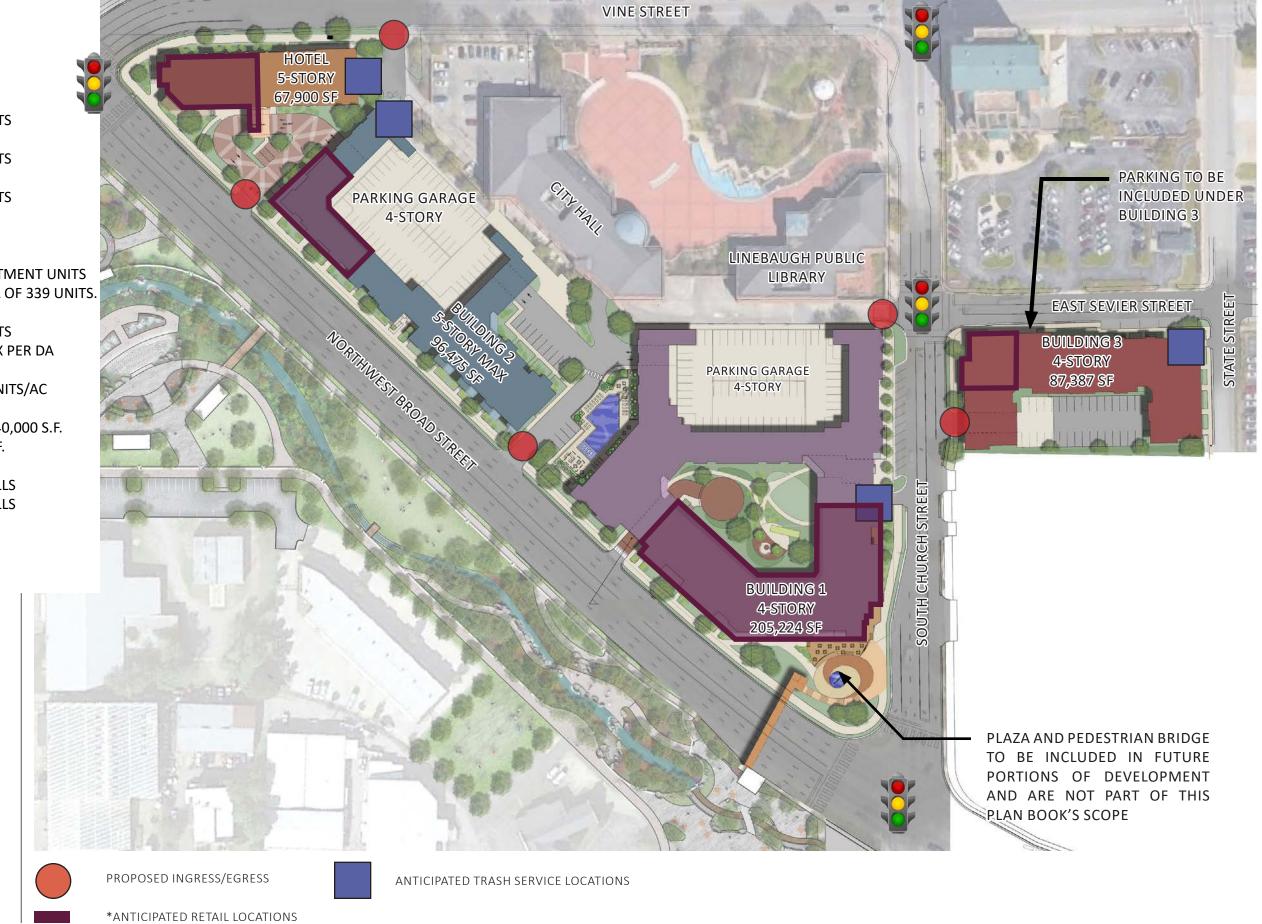
DENSITY: 317 UNITS/7.25 42.72 UNITS/AC

RETAIL SPACE = 30,000-40,000 S.F.

RADIO STATION = 2,000 S.F.

TOTAL PARKING REQUIRED: 738 STALLS PARKING PROVIDED: 774 STALLS

*SEE PAGE 9 FOR PARKING SUMMARY



BUILDING #1 COUNTS

ONE BEDROOM UNITS = 92 TWO BEDROOM UNITS = 69 STUDIO UNITS = 7

TOTAL BUILDING UNITS = 168

RETAIL SPACE = 22.215 S.F.

BUILDING #1 REQUIRED PARKING CALCULATIONS

92 1-BEDROOM UNITS (1.0 / UNIT)= 92 STALLS 69 2-BEDROOM UNITS (2.0 / UNIT) = 138 STALLS 7 STUDIO UNITS (1.0 / UNIT) = 7 STALLS

PARKING REQUIRED FOR RESIDENTIAL UNITS = 237 STALLS

PARKING REQUIRED FOR RETAIL: 22,215 S.F. (1 STALL PER 250 S.F.) = 90 STALLS

BUILDING #1 TOTAL PARKING REQUIRED = 327 STALLS

BUILDING #1 PARKING PROVIDED

PARKING GARAGE = 328 STALLS STREET PARKING = 17 STALLS

BUILDING #1 TOTAL PARKING PROVIDED = 345 STALLS

BUILDING #2 COUNTS

ONE BEDROOM UNITS = 37 TWO BEDROOM UNITS = 54

TOTAL BUILDING UNITS = 91

RETAIL SPACE = 6,540 S.f.

BUILDING #2 REQUIRED PARKING CALCULATIONS

37 1-BEDROOM UNITS (1.0 / UNIT) = 37 STALLS 54 2-BEDROOM UNITS (2.0 / UNIT) = 108 STALLS

PARKING REQUIRED FOR RESIDENTIAL UNITS = 145 STALLS

PARKING REQUIRED FOR RETAIL: 6,540 S.F. (1 STALL PER 250 S.F.) = 26 STALLS

*** PARKING REQUIRED FOR HOTEL (SHARED) = 146 STALLS (146 KEY HOTEL – 1 STALL PER KEY)

BUILDING #2 TOTAL PARKING REQUIRED = 317 STALLS

BUILDING #2 PARKING PROVIDED

PARKING GARAGE = 325 STALLS STREET PARKING = 9 STALLS

BUILDING #2 TOTAL PARKING PROVIDED = 334 STALLS (DA ALLOWS UP TO AN ADDITIONAL 100 CONDO UNITS AS AN ADDITIONAL (5TH) STORY)

BUILDING #3 COUNTS

ONE BEDROOM UNITS = 33 TWO BEDROOM UNITS = 23 STUDIO UNITS = 2

TOTAL RESIDENTIAL BUILDING UNITS = 58

RETAIL SPACE = 2.020 S.F. RADIO STATION = 2,000 S.F.

BUILDING #3 REQUIRED PARKING CALCULATIONS

33 1-BEDROOM UNITS (1.0 / UNIT) = 33 STALLS 23 2-BEDROOM UNITS (2.0 / UNIT) = 46 STALLS 2 STUDIO UNITS (1.0 / UNIT) = 2 STALLS

PARKING REQUIRED FOR RESIDENTIAL UNITS = 81 STALLS

PARKING REQUIRED FOR RETAIL: 2,020 S.F. (1 STALL PER 250 S.F.) = 8 STALLS PARKING REQ. FOR RADIO STATION: 2,000 S.F. (1 STALL PER 400 S.F.) = 5 STALLS BUILDING #3 TOTAL PARKING REQUIRED = 94 STALLS

BUILDING #3 PARKING PROVIDED

PARKING GARAGE = 58 STALLS **OPEN PARKING LOT = 32 STALLS** STREET PARKING = 5 STALLS

BUILDING #3 TOTAL PARKING PROVIDED = 95 STALLS

BUILDING HEIGHTS

BUILDING #1 (BROAD STREET / CHURCH STREET) 4 STORIES: UP TO 70'-0" (OCCURS AT **GREATEST HEIGHT)**

BUILDING #2 (BROAD STREET) 4-5 STORIES: UP TO 70'-0" (OCCURS AT **GREATEST HEIGHT)**

BUILDING #3 (SEVIER STREET) 4 STORIES: UP TO 70'-0" (OCCURS AT **GREATEST HEIGHT)**

HOTEL (SEVIER STREET) 4-5 STORIES: UP TO 81'-0" (OCCURS AT **GREATEST HEIGHT)**

* BUILDING HEIGHTS ARE TAKEN FROM THE FINISHED GRADE OF THE LOWEST LEVEL TO THE **HIGHEST POINT** OF EACH BUILDING.

HOTEL COUNTS

NUMBER OF FLOORS: 5

ROOMS: 146 KEYS

HOTEL REQUIRED PARKING CALCULATIONS

HOTEL TOTAL PARKING REQUIRED = 146 STALLS

TOTAL PARKING PROVIDED: ***

(SEE GARAGE PARKING FOR BUILDING #2, ADJACENT TO HOTEL, TO INCLUDE HOTEL PARKING) TOTAL PARKING REQUIRED FOR PROPOSED **DEVELOPMENT RESIDENTIAL UNITS = 463 STALLS HOTEL = 146 STALLS** OFFICE / RETAIL = 129 STALLS TOTAL = 738 STALLS

* THE 25% SHARED PARKING REDUCTION APPLIES TO THE "NEIGHBORHOOD SHOPPING CENTER" USE.

TOTAL REQUIRED PARKING FOR HOTEL(146), OFFICE (5), **RETAIL (129) = 280 STALLS**

25% PARKING REDUCTION = 70 STALLS TOTAL REQUIRED PARKING AFTER REDUCTION (738 - 70 STALLS) = 668 STALLS

TOTAL PROVIDED PARKING = 774 STALLS

35% OF 774 STALLS PROVIDED PARKING CAN BE COMPACT SPACES (IF NEEDED) = 270 STALLS

- * THE ABOVE CALCULATIONS ARE BASED ON THE CURRENT DESIGN. THE DEVELOPMENT AGREEMENT ALLOWS A TOTAL OF 239 APARTMENTS AND 100 CONDOMINIUMS, MAX.
- * THIRTY FIVE PERCENT (35%) OF THE PARKING SPACES WITHIN ENFORCE PRIVATE VS PUBLIC PARKING AREAS. THE PARKING STRUCTURE ARE COMPACT SPACES (7'-6" WIDE). STANDARD PARKING STALL IN MURFREESBORO IS 9'-0" WIDE SQFT OF RETAIL SPACE.

X 19'-0" DEEP. HOWEVER AREAS WITH 18'-0" DEEP PARKING STALLS SHALL HAVE 24' DRIVE AISLES INSTEAD OF 22'. BOTH THE COMPACT AND STANDARD SPACES SIZES ARE TYPICAL FOR PARKING GARAGES IN SURROUNDING MUNICIPALITIES.

- *ALL HANDICAP SPACES ARE INCLUDED WITHIN THE REQUIRED PARKING AND ARE ALLOWED TO BE USED FOR REQUIRED PARKING.
- * PARKING MANAGMENT SERVICES SHALL DELINEATE AND
- THE COMPACT SPACES WILL BE SPREAD OUT AMONGST ALL *SHOULD UNIT COUNTS OR SQUARE FOOTAGE BE ADJUSTED, FLOORS OF THE PARKING GARAGE. THE REMAINING STANDARD AS ALLOWED BY THE DA, PARKING SHALL BE ADJUSTED TO SPACES ARE 8'-6" WIDE x 18'-0" DEEP. AS A COMPARISON THE MATCH VIA 1 SPACE PER BEDROOM AND 1 SPACE PER 250

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BUILDING #1 COUNTS

ONE BEDROOM UNITS = 92 TWO BEDROOM UNITS = 69 STUDIO UNITS = 7

TOTAL BUILDING UNITS = 168

RETAIL SPACE = 22,215 S.F.

BUILDING #1 REQUIRED PARKING CALCULATIONS

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BUILDING #1 PARKING PROVIDED

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BUILDING #1 TOTAL PARKING PROVIDED = 345 STALLS

BUILDING #2 COUNTS

ONE BEDROOM UNITS = 37
TWO BEDROOM UNITS = 54

TOTAL BUILDING UNITS = 91

(DA ALLOWS UP TO 100 CONDO UNITS AS AN ADDITIONAL 5TH STORY)

RETAIL SPACE = 6,540 S.F.

BUILDING #2 REQUIRED PARKING CALCULATIONS

37 1-BEDROOM UNITS (1.0 / UNIT) = 37 STALLS 54 2-BEDROOM UNITS (2.0 / UNIT) = 108 STALLS

PARKING REQUIRED FOR RESIDENTIAL UNITS = 145 STALLS

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(146 KEY HOTEL – 1 STALL PER KEY)

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BUILDING #2 PARKING PROVIDED

PARKING GARAGE = 325 STALLS STREET PARKING = 9 STALLS

BUILDING #2 TOTAL PARKING PROVIDED = 334 STALLS





BUILDING #3 COUNTS

ONE BEDROOM UNITS = 33
TWO BEDROOM UNITS = 23
STUDIO UNITS = 2

TOTAL RESIDENTIAL BUILDING UNITS = 58

RETAIL SPACE = 2,020 S.F. RADIO STATION = 2,000 S.F.

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PARKING REQUIRED FOR RESIDENTIAL UNITS = 81 STALLS

PARKING REQUIRED FOR RETAIL:
2,020 S.F. (1 STALL PER 250 S.F.) = 8 STALLS
PARKING REQ. FOR RADIO STATION:
2,000 S.F. (1 STALL PER 400 S.F.) = 5 STALLS
BUILDING #3 TOTAL PARKING REQUIRED = 94 STALLS

BUILDING #3 PARKING PROVIDED

PARKING GARAGE = 58 STALLS OPEN PARKING LOT = 32 STALLS STREET PARKING = 5 STALLS

BUILDING #3 TOTAL PARKING PROVIDED = 95 STALLS

HOTEL COUNTS

NUMBER OF FLOORS: 5

ROOMS: 146 KEYS

HOTEL REQUIRED PARKING CALCULATIONS

HOTEL TOTAL PARKING REQUIRED = 146 STALLS

TOTAL PARKING PROVIDED: ***

(SEE GARAGE PARKING FOR BUILDING #2, ADJACENT TO HOTEL, TO INCLUDE HOTEL PARKING)



Development Standards: Residential

- Total of 317 residential units (Final numbers may fluctuate up to the maximum/ minimum allowed per development agreement).
- Per the development agreement a total of 239 apartment units and 100 condominiums would be allowed within this development.
- 80 minimum, 100 maximum residential units for sale.
- 239 maximum residential units for lease.
- Building one shall contain approximately 168 units.
- Building two shall contain approximately 91 units.
- Building three shall contain approximately 58 units.
- Residential units shall be a mix of studios, one bedroom, and two-bedroom units.
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- All on-site utilities will be underground
- Solid waste will be handled via a trash compactor and standard dumpsters.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All homeowners will be required to be a member of the Owners Association (O.A.)
- As a member of the 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
- O.A. will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an O.A.
- Mail service will be provided via centralized mail rooms with parcel pick-up accommodations.
- Lighting shall be provided to increase safety and security throughout the site and should accentuate key exterior architectural elements.

Development Standards: Commercial

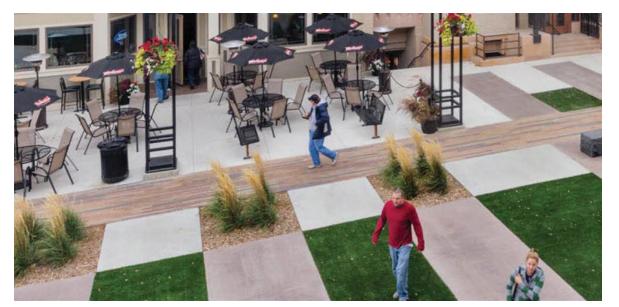
- Approximate locations of Proposed Commercial retail shall be located on the first floor of all buildings. Final locations for retail may vary but shall adhere to the 30,000 sqft minimum and 40,000 sqft maximum.
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- All on-site utilities will be underground
- Solid waste will be handled via a trash compactor or standard dumpsters.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All commercial tenants will be required to be a member of the O.A.
- As a member of the O.A., the commercial tenants will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- O.A. will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an O.A.
- Centralized mail rooms with parcel pick-up accommodations



Example of outdoor seating area and architectural emphasized entrances.



Example of possible street-scape



Example of possible outdoor dining and plaza area



Example pedestrian oriented street-scape



Example of pedestrian scale lighting



Example of activity areas



- The project is anticipated to be built in 6 phases.
- During this process City Hall shall maintain the functionality of its utilities unless a temporary shut-off is needed to proceed with construction.
- Demo of existing buildings and utilities will occur during Phase 1 and 2.
- All phases will overlap in construction timing and work will be continuous on-site until all work is complete
- 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.
- Centralized mail rooms for the development must be constructed and operational prior to the first home receiving their certificate of occupancy, per building.

Phase 1 Package:

- Northwest Broad Street and South Church Street Improvements to be completed by Certificate of Occupancy for building 1.
- Relocation of the WGNS building and construction of the new WGNS facility.

Phase 2 Package:

Parking garages.

Phase 3 Package:

• Building 3

Phase 4 Package:

• Building 1

Phase 5 Package:

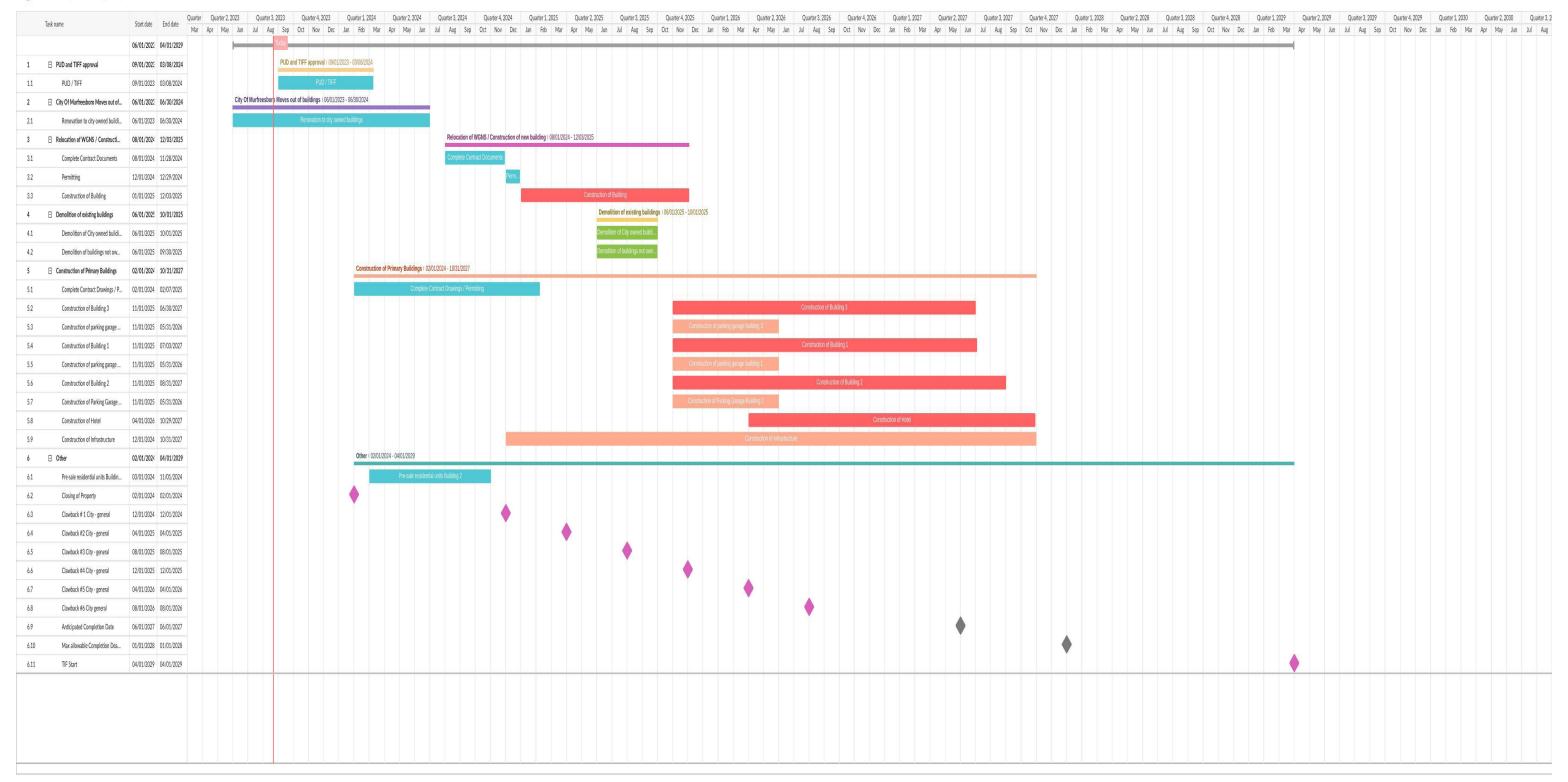
Building 2

Phase 6 Package:

 East Vine Street and Northwest Broad Street Improvements to be completed by Certificate of Occupancy for Hotel.



Kline Swinney Associates | Template 1



Architectural Characteristics:

- All buildings will be a minimum of 4-stories, with potential 5-story in building 2 and the hotel.
- Building architectural style shall mimic the overall characteristics of the Historic Bottoms District, The Murfreesboro Square, and the North Highlands.
- Building elevation colors, material, and patterns, shall closely align with those of the surrounding architecture.
- Architecture shall abide by the sections as seen on page (20-28).
- All architecture shall be approved at the site plan level. But maintain to the guideline herein this pattern book.
- To facilitate a degree of architectural fluidity throughout the development, the total coverage of material, by category, can vary up to 10%. Such material categories shall include cementitious, stone, metal, wood, and void materials such as glass, etc. Such variations shall be approved by staff at the site plan level.
- Proposed colors shall complement and harmoniously exist with the color palette of downtown Murfreesboro. Exceptions can be made for accents or development defining themes as approved by planning commission at the site plan level.

Building heights:

Building #1 (NW Broad Street / Church

Street)

4 Stories: up to 70'-0" (Occurs at greatest height)

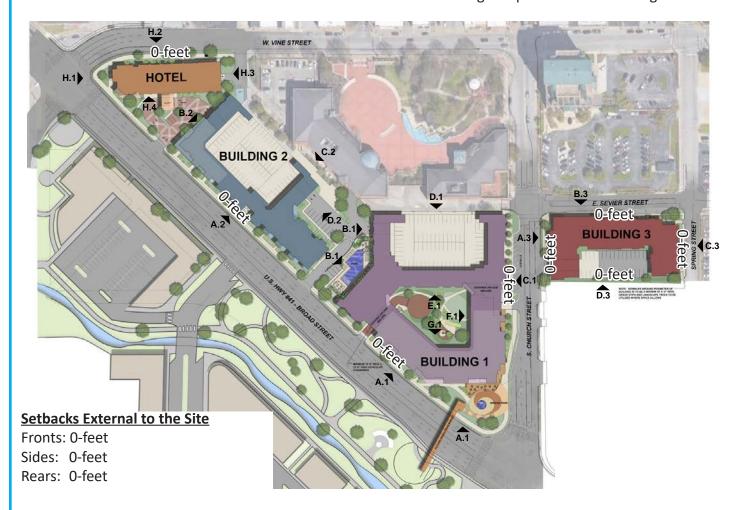
Building #2 (NW Broad street)

5 Stories: up to 70'-0" (Occurs at greatest height)

Building #3 (Sevier street) 4 Stories: up to 70'-0" (Occurs at greatest height)

Hotel (Vine street) 5 Stories: up to 81'-0" (Occurs at greatest height)

* Building heights are taken from the finished grade of the lowest level to the highest point of each building.







Example of Brick (Different colors will be allowed)



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



Example of Board and Batten (Different colors, cuts, patterns will be allowed)



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

Building Materials:

Side Elevations:

Rear Elevations:

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

Cement Board Siding in the Dormers/Gables All Masonry (Brick, Stone, Cement Board Siding)

Cement Board Siding in the Dormers/Gables
All Masonry (Brick, Stone, Cement Board Siding)

Cement Board Siding in the Dormers/Gables

*Primary materials are to be brick, cast stone, or natural or synthetic stone.

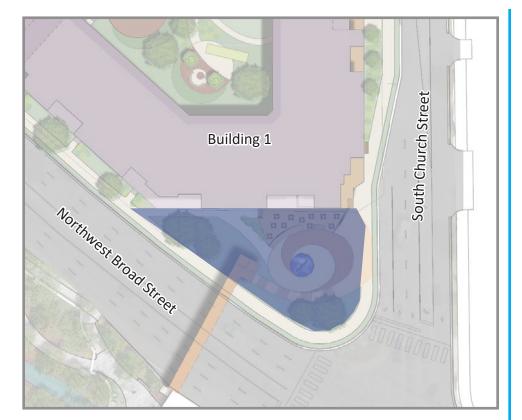
**Secondary materials are to be cement board siding and split-face or polished concrete masonry.

***Tertiary materials can include trim, flashings, or cementitious trim.

DWELL	NGS	
Multi-Fa	mily	
Condo		
OTHER	HOUSING	
Accesso	ry Dwelling Unit	
Bed-and	-Breakfast Homestay	
Bed-and	-Breakfast Inn	
Emerge	ncy Shelter	
Hotel		
NSTITU	TIONS	
Church		
Lodge, (Club, Country Club	
Park		
Philanth	opic Institution	
Public E		
	LTURAL USES	
	bor and Management Services	
COMME		
	Shop <3,000 sq. ft.	
	aries (pharmaceuticals only)	
	oto Studio or Gallery	
Bakery,		
	anch Office	
Bank, D	ive-Up Electronic Teller	

Barber or Beauty Shop
Beer, Packaged
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Coffee, Food, or Beverage Kiosk
Convenience Sales and Service, maximum 5,000 sq. ft. floor area Delicatessen
Dry Cleaning
Dry Cleaning Pick-Up Station
Convenience Sales and Service, maximum 5,000 sq. ft. floor area
Delicatessen
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Service - Excluding Cash Advance Business
Flower or Plant Store
Garage, Parking
Garden and Lawn Supplies
GlassStained and Leaded
Grocery Store
Group Assembly, <250 persons
Health Club
Ice Retail
Interior Decorator

Janitorial Service Fitness Studio/Personal Instruction Keys, Locksmith Offices Optical Dispensaries Personal Service Establishment Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility Telephone or Communication Services	
Keys, Locksmith Offices Optical Dispensaries Personal Service Establishment Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Janitorial Service
Offices Optical Dispensaries Personal Service Establishment Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Fitness Studio/Personal Instruction
Optical Dispensaries Personal Service Establishment Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Keys, Locksmith
Personal Service Establishment Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Offices
Pet Shops Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Optical Dispensaries
Pharmacies Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Personal Service Establishment
Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Pet Shops
Restaurant and Carry-Out Restaurant Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Pharmacies
Restaurant, Specialty Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Reducing and Weight Control Service
Restaurant, Specialty -Limited Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Restaurant and Carry-Out Restaurant
Retail Shop, other than enumerated elsewhere Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Restaurant, Specialty
Specialty Shop Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Restaurant, Specialty -Limited
Tavern Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Retail Shop, other than enumerated elsewhere
Video Rental Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Specialty Shop
Wholesaling INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Tavern
INDUSTRIAL Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Video Rental
Printing and Publishing PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Wholesaling
PUBLIC SERVICES Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	INDUSTRIAL
Police Precinct TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	Printing and Publishing
TRANSPORTATION AND PUBLIC UTILITIES Post Office or Postal Facility	PUBLIC SERVICES
Post Office or Postal Facility	Police Precinct
·	TRANSPORTATION AND PUBLIC UTILITIES
Telephone or Communication Services	Post Office or Postal Facility
	Telephone or Communication Services





Allowable Use Standards:

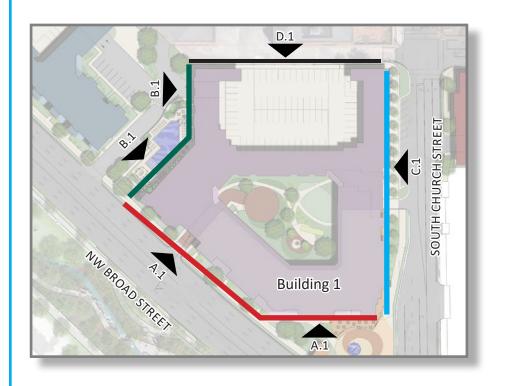
- An entertainment district is proposed for the "Bridge Plaza" of this development to facilitate the distribution of alcoholic beverages during permitted events.
- Serving of alcohol shall be allowed under the direct supervision of a professional catering service.

Prohibited Use:

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



BUILDING 1 - ELEVATION A.1 (RED) - NORTH WEST BROAD STREET ELEVATION | BROAD STREET AND SOUTH CHURCH INTERSECTION ELEVATION

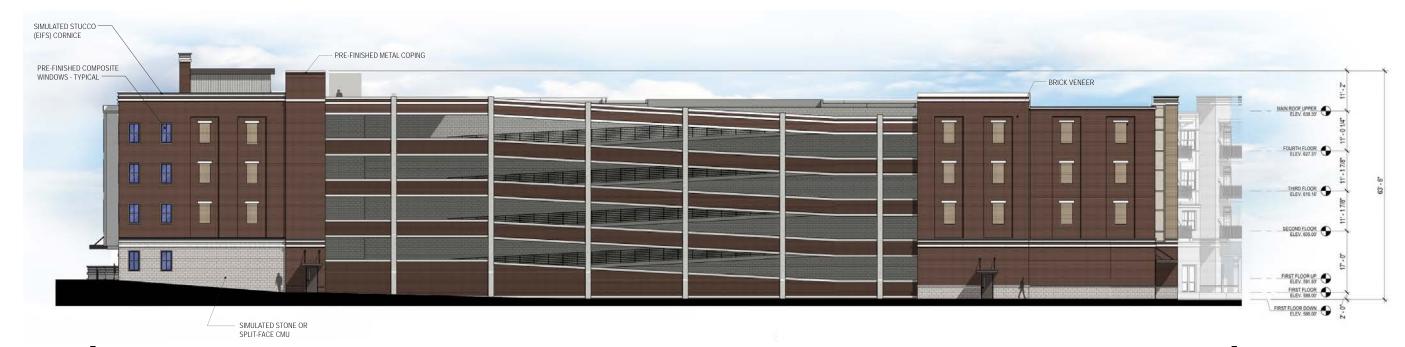




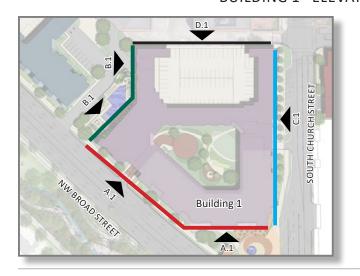
BUILDING 1 - ELEVATION B.1 (GREEN) - POOL SIDE AND LEASING OFFICE SIDE ELEVATION



BUILDING 1 - ELEVATION C.1 (BLUE) - SOUTH CHURCH STREET ELEVATION



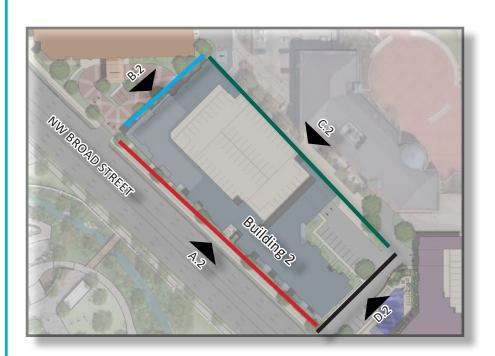
BUILDING 1 - ELEVATION D.1 (BLACK) - NORTH (FACING CITY HALL & LIBRARY) ELEVATION







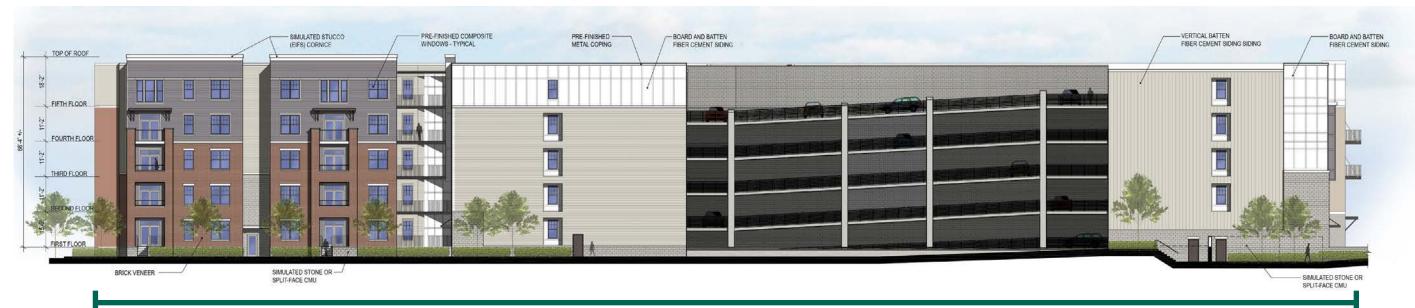
BUILDING 2 - ELEVATION A.2 (RED) - NORTH WEST BROAD STREET ELEVATION



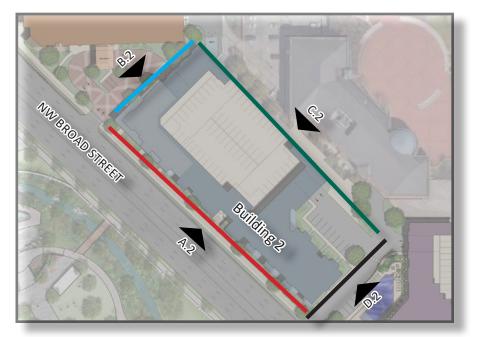
***Building 2 consists of 80-100 for sale residential units. In order to provide 100 for-sale residential units the building must be five stories. If the development team decides to build 80 for-sale residential units due to market constraints the elevations will be reduced to four stories. If that takes place, a floor will be removed but the general composition of massing and material use as depicted in the elevations will be maintained.



BUILDING 2 - ELEVATION B.2 (BLUE) - NORTHWEST (FACING HOTEL) ELEVATION



BUILDING 2 - ELEVATION C.2 (GREEN) - NORTH EAST (FACING CITY HALL) ELEVATION



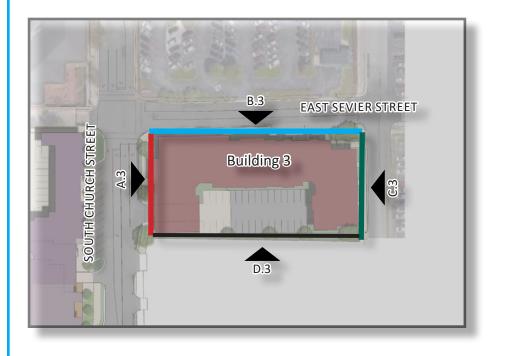
C.2 Rotunda Window South



BUILDING 2 - ELEVATION D.2 (BLACK) - SOUTHEAST (NORTHWEST BROAD ENTRANCE) ELEVATION



BUILDING 3 - ELEVATION A.3 (RED) - SOUTH CHURCH STREET ELEVATION



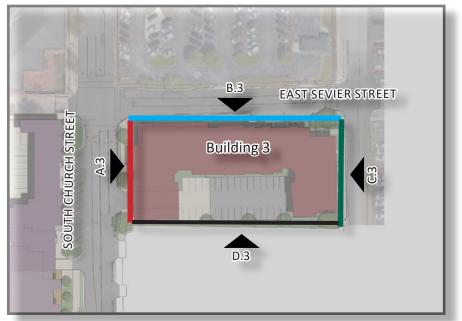




BUILDING 3 - ELEVATION B.3 (BLUE) - EAST SEVIER STREET ELEVATION



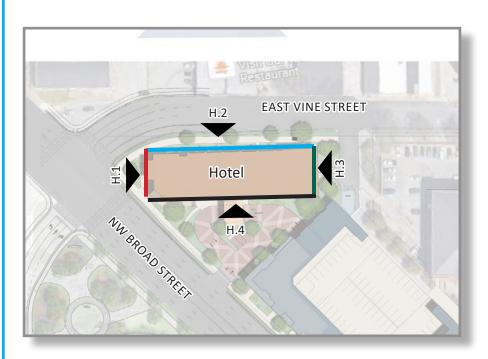
BUILDING 3 - ELEVATION C.3 (GREEN) - STATE STREET ELEVATION





BUILDING 3 - ELEVATION D.3 (BLACK) - SOUTH ELEVATION



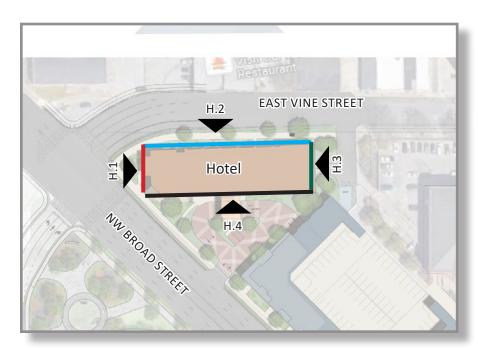


*** Hotel consists of 80-150 keys. In order to provide 150 keys the building must be five stories. If the development team decides to build 80 keys due to Hotel Operator preference the elevations will be reduced to four stories. If that takes place, floors will be removed but the general composition of massing and material use as depicted in the elevations will be maintained.





HOTEL - ELEVATION H.3 (GREEN) - EAST (VINE STREET ENTRANCE) ELEVATION



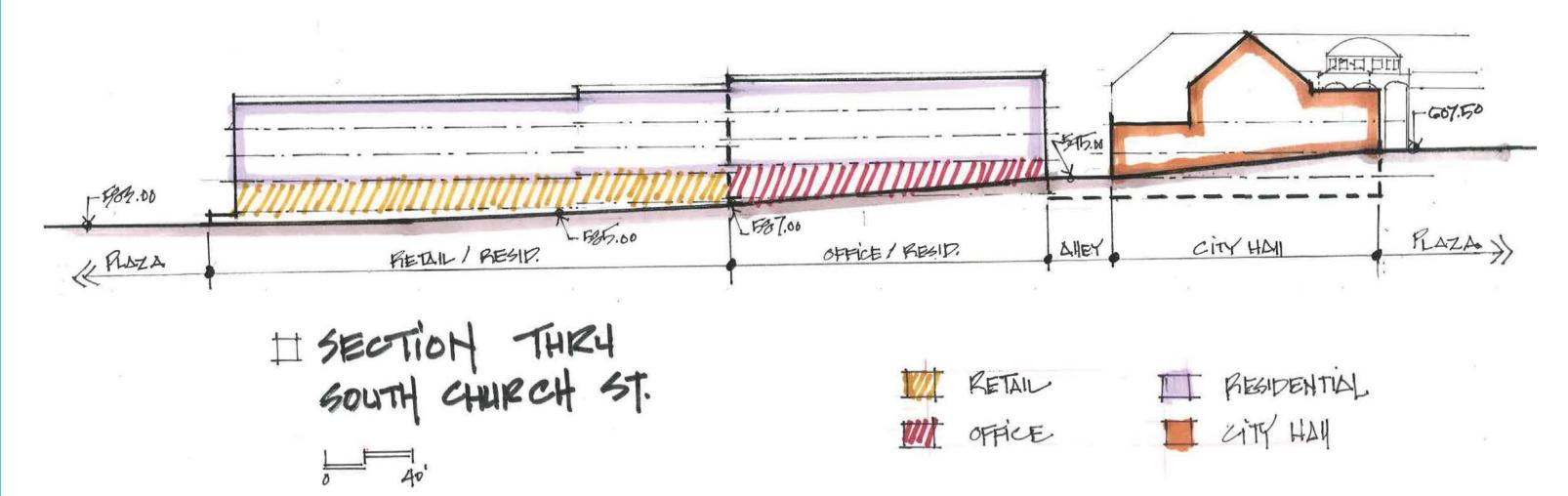
*** Hotel consists of 80-150 keys. In order to provide 150 keys the building must be five stories. If the development team decides to build 80 keys due to Hotel Operator preference the elevations will be reduced to four stories. If that takes place, floors will be removed but the general composition of massing and material use as depicted in the elevations will be maintained.



HOTEL - ELEVATION H.4 (BLACK) - DROP-OFF ELEVATION



CROSS SECTION





With this request, Broad Street Redevelopment will be dedicating open space throughout the site. The open space areas will be comprised of usable open space areas dedicated to both pedestrian and resident uses. Usable open space areas around the development will offer such amenities as; plazas, a pool, community space & game room, dog wash station and salon, fitness center, shared dog park, and grilling station.

Amenity Areas

Urban Streetscape



MAIN STREET REVITALIZATION PLAN - TYPE 3 STREETSCAPE

SITE LIGHTING WILL CONSIST OF BOTH 35' AND 12' TALL STREET LIGHTS TO SERVICE BOTH VEHICLES AND PEDESTRIAN, SIMILAR TO MEDICAL CENTER PARKWAY PER MTE.

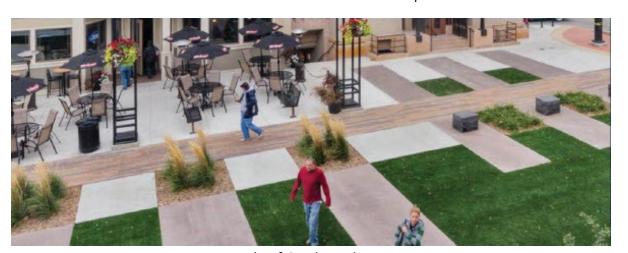




Example of Pool

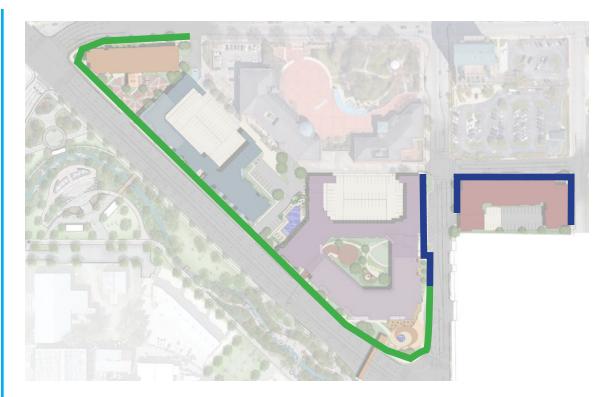






Example of Outdoor Seating

Example of Outdoor Plaza Area



4' Grass Strip with 10' Sidewalk

■ 6' sidewalk with tree wells or enhanced landscape alternative

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:

- 4-foot wide grass strip between street and pedestrian paths, planted with trees located approximately 40 feet on center.
- Public rights-of-way screened from off-street surface parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.











(8.5'x18' with 24' Drive Aisles)

(9'x19' with 22' Drive Aisles)

TOTAL PARKING REQUIRED FOR PROPOSED DEVELOPMENT
RESIDENTIAL UNITS = 463 STALLS
HOTEL = 146 STALLS
OFFICE / RETAIL = 129 STALLS
TOTAL = 738 STALLS

* THE 25% SHARED PARKING REDUCTION APPLIES TO THE "NEIGHBORHOOD SHOPPING CENTER" USE.

TOTAL REQUIRED PARKING FOR HOTEL(146), OFFICE (5), RETAIL (129) = 280 STALLS

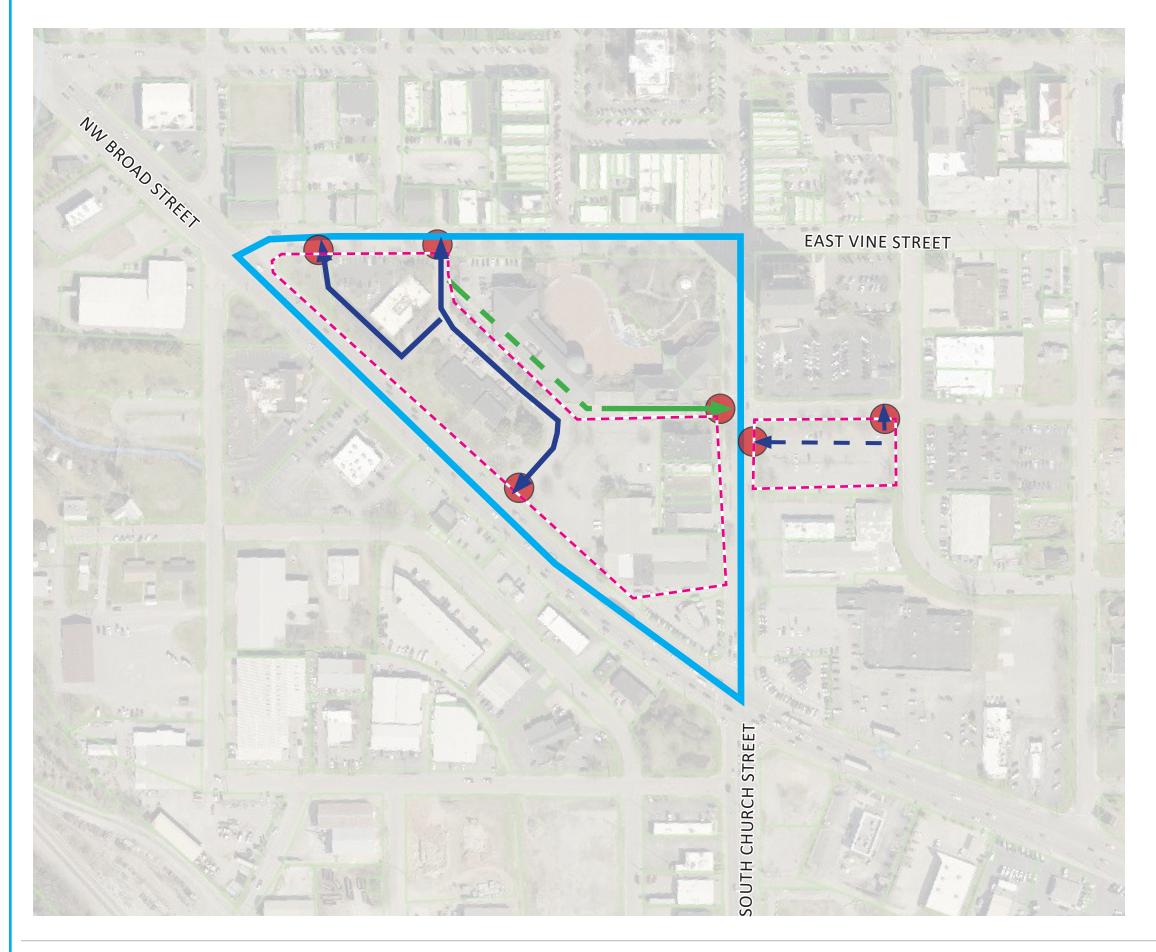
25% PARKING REDUCTION = 70 STALLS

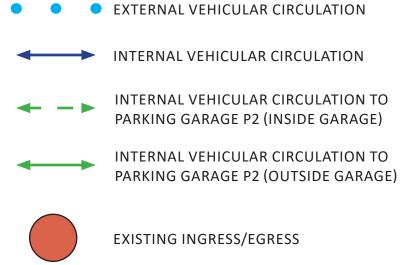
TOTAL REQUIRED PARKING AFTER REDUCTION (738 – 70 STALLS) = 668 STALLS

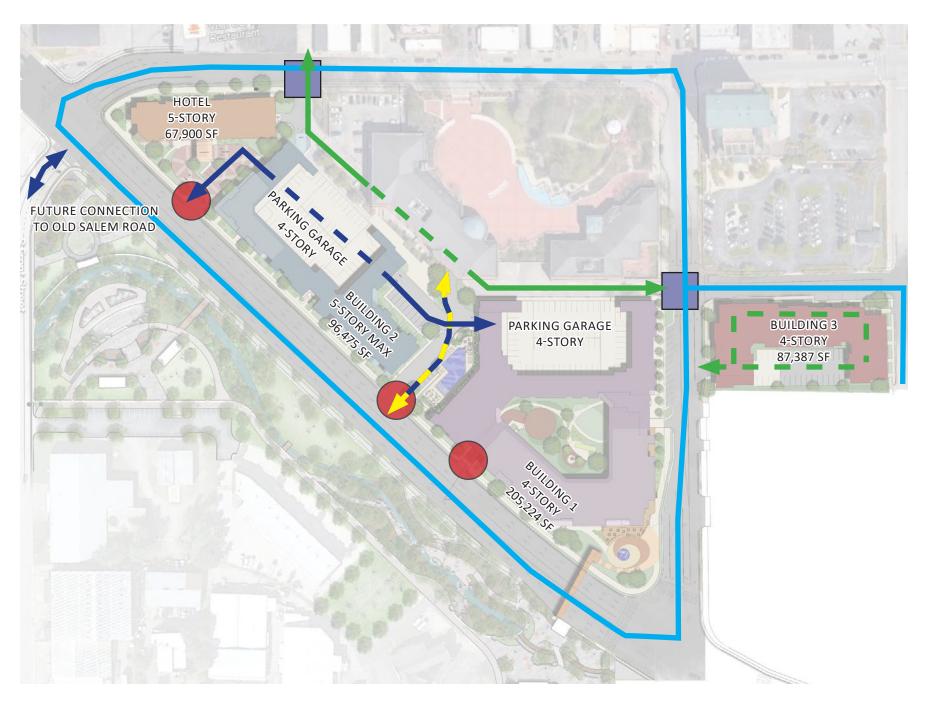
TOTAL PROVIDED PARKING = 774 STALLS

35% OF 774 STALLS PROVIDED PARKING CAN BE COMPACT SPACES (IF NEEDED) = 270 STALLS

- * THE ABOVE CALCULATIONS ARE BASED ON THE CURRENT DESIGN. THE DEVELOPMENT AGREEMENT ALLOWS A TOTAL OF 239 APARTMENTS AND 100 CONDOMINIUMS, MAX.
- * THE UPPER LEVEL(S) OF THE PARKING STRUCTURES SHALL BE SECURED ENTRY FOR THE RESIDENTIAL UNITS, WITH PUBLICLY AVAILABLE PARKING ON THE LOWER LEVEL(S) TO ALLOW FOR ADEQUATE RESIDENTIAL PARKING.
- * THIRTY FIVE PERCENT (35%) OF THE PARKING SPACES WITHIN THE PARKING STRUCTURE ARE COMPACT SPACES (7'-6" WIDE). THE COMPACT SPACES WILL BE SPREAD OUT AMONGST ALL FLOORS OF THE PARKING GARAGE. THE REMAINING STANDARD SPACES ARE 8'-6" WIDE x 18'-0" DEEP. AS A COMPARISON THE STANDARD PARKING STALL IN MURFREESBORO IS 9'-0" WIDE X 19'-0" DEEP. HOWEVER AREAS WITH 18'-0" DEEP PARKING STALLS SHALL HAVE 24' DRIVE AISLES INSTEAD OF 22'. BOTH THE COMPACT AND STANDARD SPACES SIZES ARE TYPICAL FOR PARKING GARAGES IN SURROUNDING MUNICIPALITIES.
- *ALL HANDICAP SPACES ARE INCLUDED WITHIN THE REQUIRED PARKING AND ARE ALLOWED TO BE USED FOR REQUIRED PARKING.







The proposed site layout provides three additional parking garages within the development. Vehicular circulation will continue to have access to the existing City Hall parking garage per floor as it exists. However, there are some changes to this traffic pattern. Tommy Martin Drive will no longer connect Northwest Broad Street to West Vine Street, instead it shall be utilized as part of the proposed internal circulation connecting Building 1 parking garage, Building 2 parking garage, and the Hotel main entrance/drop-off area (As seen per the blue arrows). Entrances to the site have been established along existing roadways and will be emphasized by the proposed architecture.

This site is also part of the Main Street Revitalization Plan. This plan calls for the Northwest Broad Street to be upgraded, at a minimum, to a Type 3 streetscape.

EXTERNAL VEHICULAR CIRCULATION

EXTERNAL VEHICOLAR CIRCULATION

INTERNAL VEHICULAR CIRCULATION TO EXISTING PARKING GARAGE P2 TO REMAIN. (CITY IS ANTICIPATED TO MAKE THIS A TWO WAY CONNECTION)

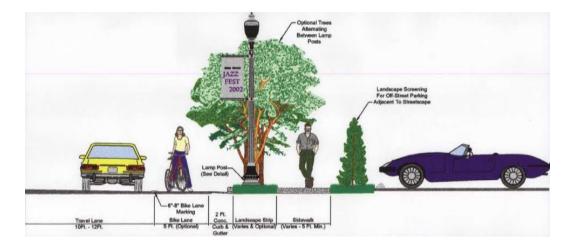
INTERNAL VEHICULAR CIRCULATION TO
EXISTING PARKING GARAGE P1 TO REMAIN

PROPOSED INTERNAL VEHICULAR CIRCULATION TO AND FROM BUILDINGS 1 & 2 AND THE HOTEL.

PROPOSED INGRESS/EGRESS

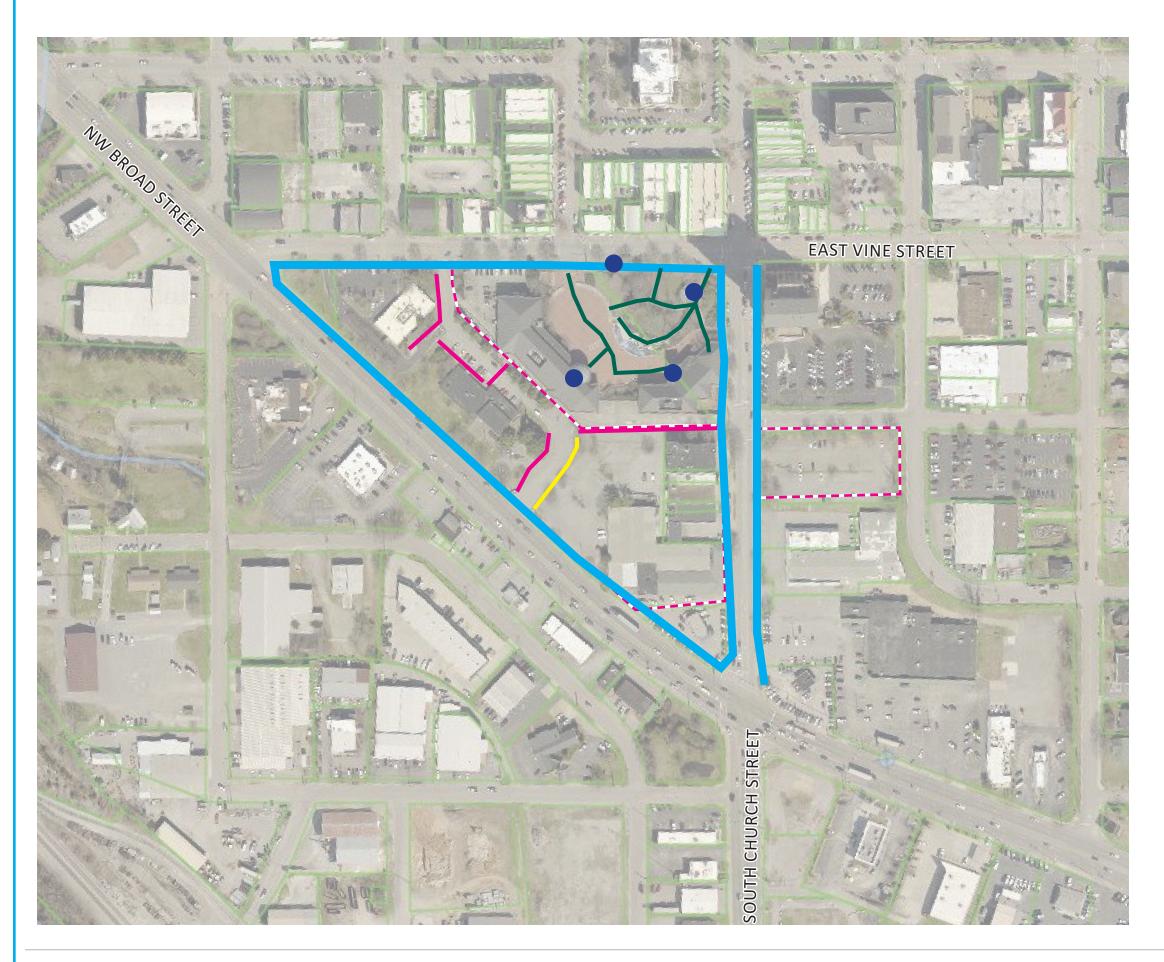
*TO BE EVALUATED AND APPROVED BY TDOT PRIOR TO PERMITTING

REMAINING INGRESS/EGRESS



MAIN STREET REVITALIZATION PLAN - TYPE 3 STREETSCAPE

SITE LIGHTING WILL CONSIST OF BOTH 35' AND 12' TALL STREET LIGHTS TO SERVICE BOTH VEHICLES AND PEDESTRIAN, SIMILAR TO MEDICAL CENTER PARKWAY PER MTE.

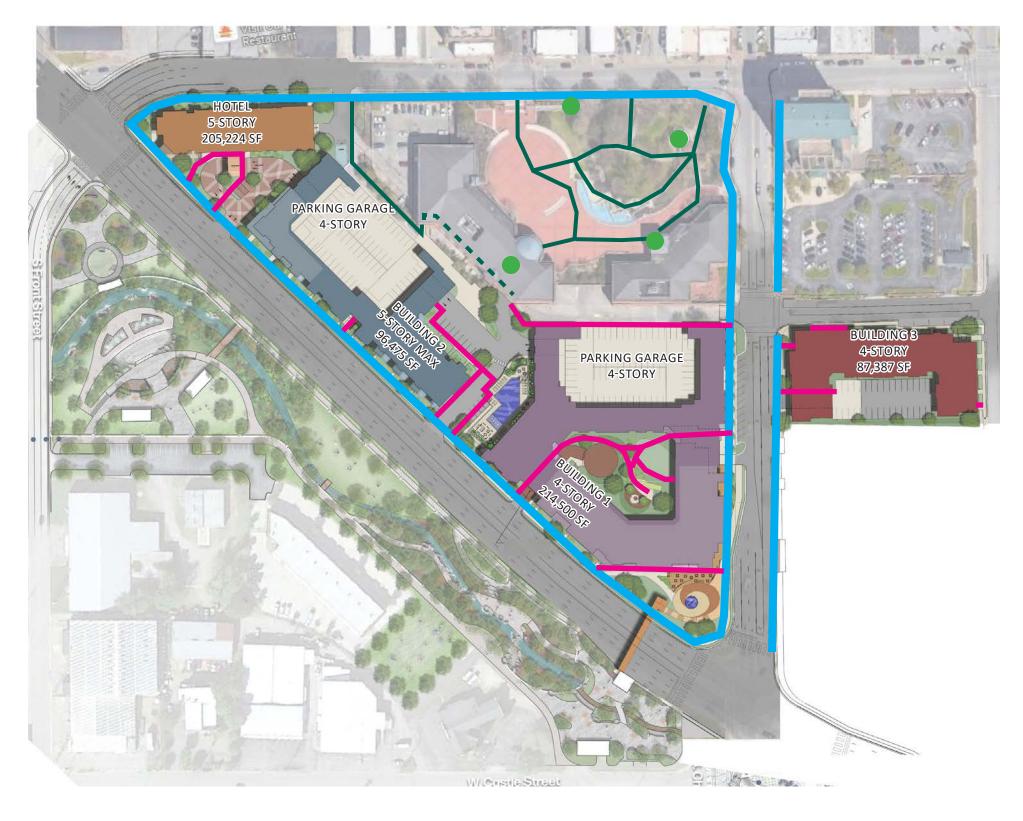


EXTERNAL EXISTING PEDESTRIAN CIRCULATION

INTERNAL EXISTING PEDESTRIAN CIRCULATION

CITY MAINTAINED PEDESTRIAN CIRCULATION

PEDESTRIAN ACCESS TO PARKING GARAGE



The proposed site layout provides for ample pedestrian circulation to the various portions of the site and neighboring businesses and amenities. The exterior pedestrian circulation around the perimeter of the site will provide a 10' walking path, except at Sevier and State Street, which will have a minimum 5' sidewalk. The internal pedestrian circulation will provide the residence, tenants, and visitors access from the exterior pathways to the parking garages, retail areas, and amenities. Crosswalks have been provided at the signalized intersections along Northwest Broad Street to provide for pedestrian circulation into and out of the site. Internal pedestrian circulations will be predominantly for those parking on site as well as for those working in the various businesses proposed there-in. By keeping the majority of the pedestrian circulation to the exterior of the site, the development is able to implement the pedestrian characteristics set forth in the Historic Bottoms Overlay Plan.

EXTERNAL PROPOSED PEDESTRIAN CIRCULATION

INTERNAL PROPOSED PEDESTRIAN CIRCULATION

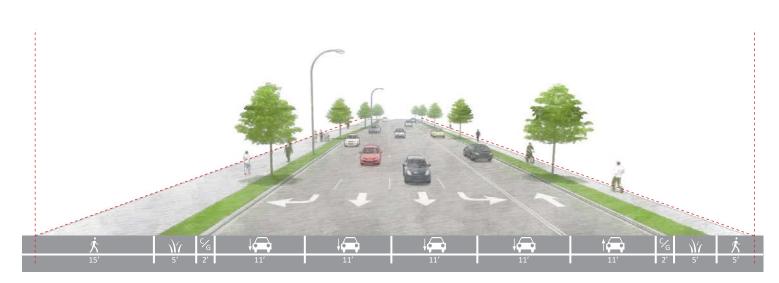
CITY MAINTAINED PEDESTRIAN CIRCULATION

CITY MAINTAINED PEDESTRIAN CIRCULATION BELOW GRADE (STAIRS OR ELEVATORS) The proposed site layout provides for ample pedestrian circulation to the various portions of the site and neighboring businesses and amenities. The exterior pedestrian circulation around the perimeter of the site will provide a 10' walking path, except at Sevier Street, State Street, and along a small portion of South Church Street between buildings 1 and 3, which will have a minimum 6' sidewalk. The internal pedestrian circulation will provide the residence, tenants, and visitors access from the exterior pathways to the parking garages, retail areas, and amenities. Crosswalks have been provided at the signalized intersections along Northwest Broad Street to provide for pedestrian circulation into and out of the site. Internal pedestrian circulations will be predominantly for those parking on site as well as for those working in the various businesses proposed therein. By keeping the majority of the pedestrian circulation to the exterior of the site, the development is able to implement the pedestrian characteristics set forth in the Historic Bottoms Overlay Plan.

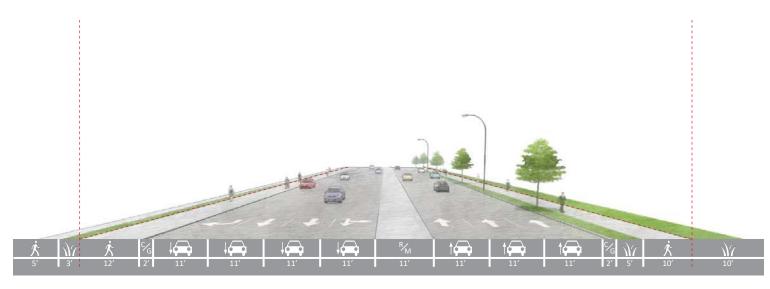




NW Broad Street Section - Typical Mid-Block Length



South Church Street Cross Section at Intersection with NW Broad Street



NW Broad Street Section at Intersection with South Church Street

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 on Pages 03-07 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: The exhibits on Pages 03-07 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: The exhibits on Pages 03-07 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: The plan(s) shown on Page 08 show 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: The plan(s) shown on Page 08 show 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.

,623 s.f. ,000 s.f. ,623 s.f. ,378 s.f.
,623 s.f.
<u>, </u>
,378 s.f.
·
,415 s.f.
0 s.f.
,208 s.f.
,324 s.f.
1.15
0.05
0.77

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 CH. The surrounding area has a mixture of commercial and civic use 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 six phases.

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 09 and 16.

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 41 for requested setbacks and exceptions.

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

Response: This property is in the Historic Bottoms Character Area and the City Core Overlay District. No portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Flood Panel 47149C0260J eff 5/9/2023.

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 & 19 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 HPR Residential, 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 11-15 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built, and will be reviewed by Planning Commission at site plan level.

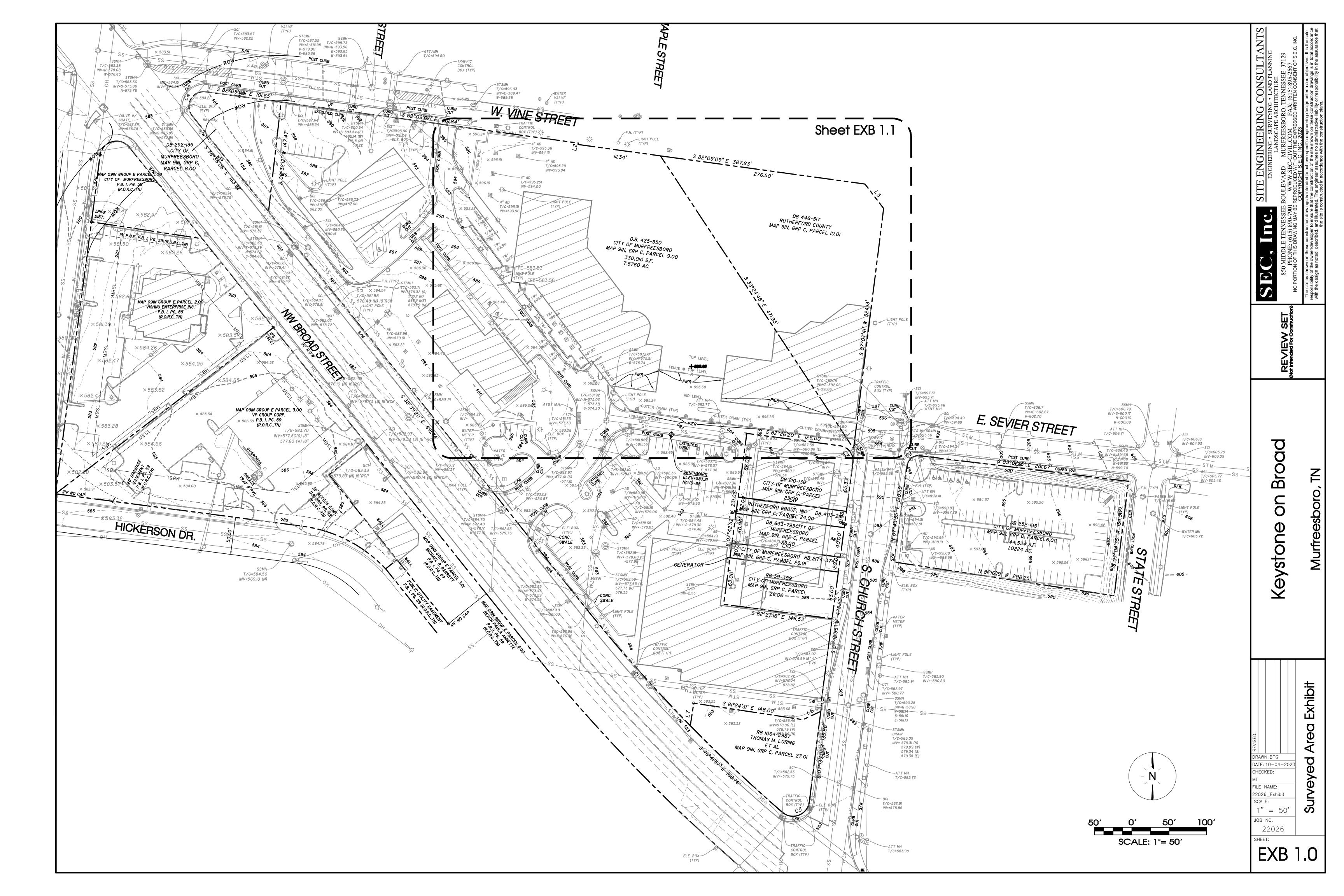
15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

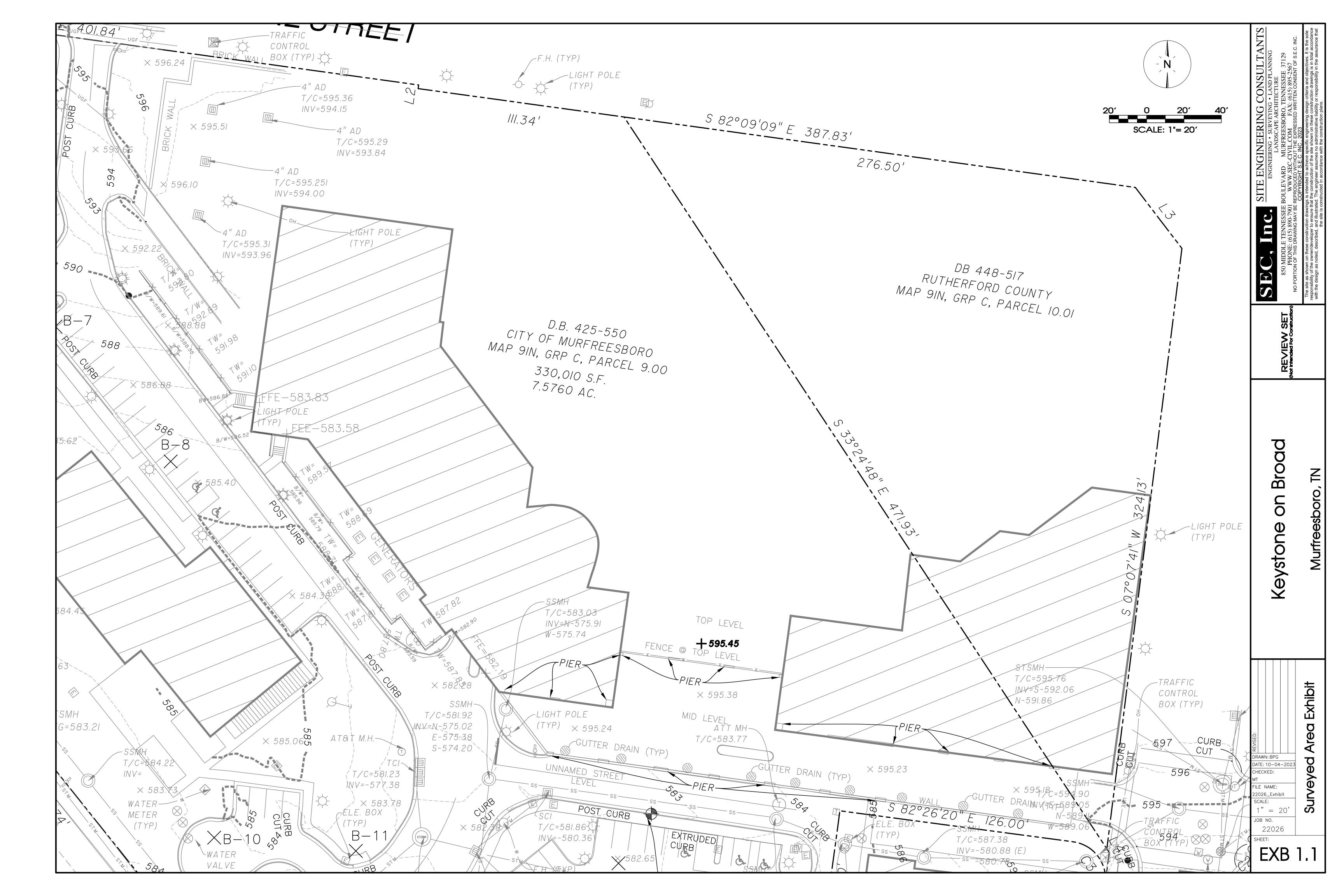
Response: No monument signage is proposed at this time.

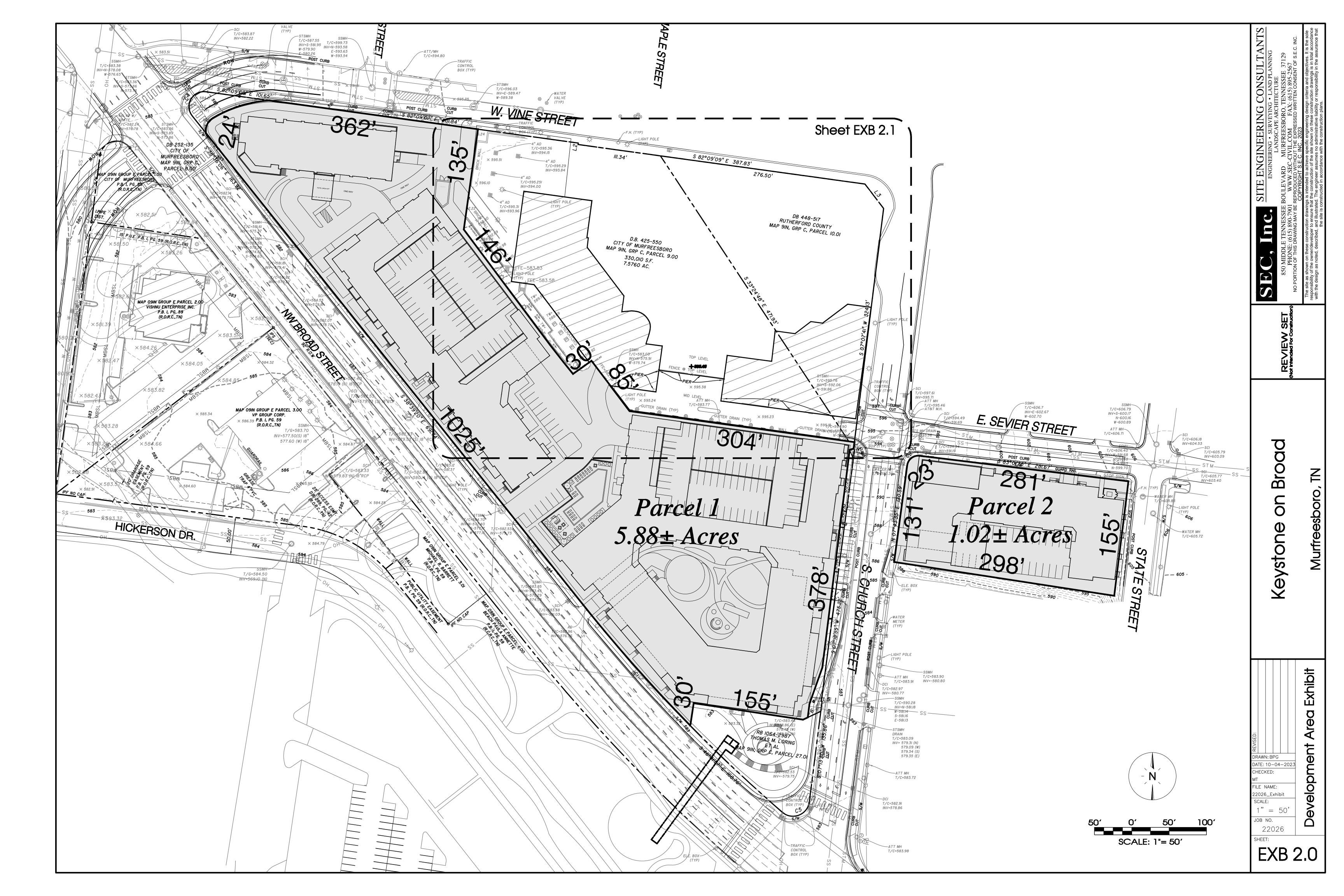
Land Use Parameters and Building Setbacks							
Zoning (Existing vs Proposed)	CH (Existing)	CBD (Existing)	MU (Comparative)	Historic Bottoms & North Highlands DCB (Comparative)	CCO (Comparative)	Proposed PUD	Difference
Residential Density							
Maximum Dwelling Units Multi-Family	Not Allowed	none	25 units/acre		N/A	44 units/acre	+19 units/acre
Minimum Lot Area	none	none	5 AC		N/A	NA	NA
Minimum Lot Width	none	none	100'		N/A	NA	NA
Minimum Setback Requirements							
Minimum Front Setback	42'	0'	15'	Close to sidewalk	Average of Block Face Build-To-Line - 20'	0'	-20'
Minimum Northwest Broad Street Setback (Major Arterial)	42'	0'	50'		Average of Block Face Build-To-Line - 20'	0'	-20'
Minimum South Church Street Setback (Collector)	42'	0'	50'		Average of Block Face Build To Line - 16.7'	0'	-16.7'
Minimum East Sevier Street Setback (Local)	42'	0'	15'		Average of Block Face Build-To-Line - 20'	0'	-20'
Minimum West Vine Street Setback (Collector)	42'	0'	50'		Average of Block Face Build-To-Line - 20'	0'	-20'
Minimum Side Setback	10'	none	10'		N/A	0'	0'
Minimum Rear Setback	20'	none	20'		N/A	0'	0'
Minimum Setback Between Buildings or Parking Structures	20'	none	20'		20'	10'	-10'
*Building separation shall comply to Murfreesboro Codes		<u>I</u>		<u>I</u>			
Land Use Intensity Ratios							
MAX FAR	none	none	None		Not Required	None	NA
Maximum Lot Coverage	none	none	None		75%	80%	+5%
Minimum Livable Space Ratio	none	none	None		Not Required	None	NA
Minimum Open Space Requirement	20%	0%	20%		15%	15%	0%
Minimum Formal Open Space Requirement	5%	0%	5%		5%	5%	0%
Max Height	75'	75'	75' For Multi-Family 150' for Mixed-Use	6-story With Residential	Underlying District	See page 16 for proposed building heights (81' Max)	-69'
Parking Ratios (See Page 8&9 for Parking Calculations)	Per Chart 4 of the 2023 Zoning Ordinance		Multi-Family Units: 1.5 space per single bedroom unit 1.1 space per bedroom in multi-bedroom units All Other Uses: Per Chart 4 of the 2022 Zoning Ordinance	Structured parking close to sidewalk w/ active uses (6-12' sidewalk), utilizing street trees of compact	For commercial, Parking shall abide by Chart 4 of the 2023 Zoning Ordinance, however may be reduced by 50% if on-street parking is available and/ or may be reduced up to 75% if located within 750' of publicly available parking. In the CCO, per Section 24, Article IV(C)(3)(4), one (1) off-street, on-site parking space shall be required for each bedroom provided in each multi-family family dwelling unit.	per 1 bedroom/studio units and 2 spaces per two bedroom unit.	

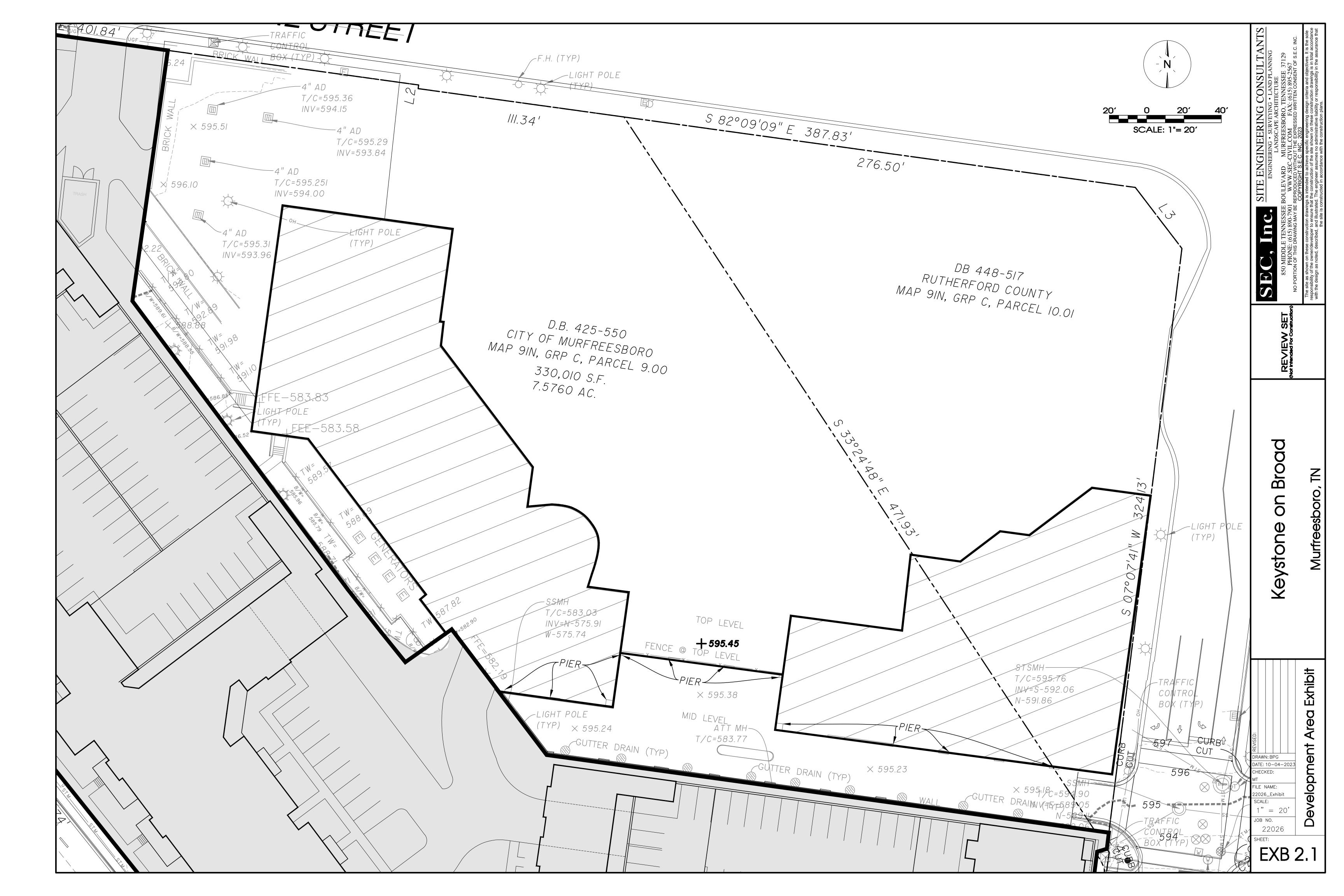
Exception Summary

- 1)Exceptions related to Parking stated in Zoning Ordinance Section 26(C)(2)(c), Section 26(C)(6)(a), Section 26(E)(4), Chart 3 and Chart 5:
 - 1.1 Parking shall be calculated upon the Development Agreement as shown on page 9
 - 1.2 Allow compact spaces to be 7'-6" wide by 15'-6" deep (instead of 8.5' compact space width by 19' depth), with up to 35% of all parking to be compact (vs. 20%)
 - 1.3 Allow standard stalls to be 8.5' wide x 18' deep (instead of the 9' wide by 19' deep Standard Murfreesboro parking stall size) with the capability of reducing the depth to 16' in front of columns if needed. Drive aisles will also be 24 feet wide in these locations instead of 22 feet. This is to allow the support columns to be a more cost effective distance from one another.
 - 1.4 Allow sidewalks adjacent to parking to be reduced from 7' to 6'.
 - 1.5 Allow handicap spaces to be included within the minimum required parking count (instead of being excluded per parking standard.)
- 2) Exceptions related to Landscape stated in Zoning Ordinance Section 27 and Section 24 Article VI-CCO:
 - 2.1 Exclude any base of building plantings
 - 2.2 Exclude any landscape yard requirements
 - 1.3 Exclude any perimeter landscape requirements
- 3) Allow setbacks to be 0' adjacent to all streets ROWs and within the project interior as depicted on page 18 of the program book (so long as they meet building and fire codes).
- 4) Allow lot coverage of 80% (instead of the 75% allowed in the CCO, for 5% higher coverage)
 - 5) Allow density of 44 units per acre (instead of the 25 units per acre that would be in the comparative mixed-use zoning district).









MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair 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 Holly Smyth, Principal Planner Amelia Kerr, 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 November 14, 2023, and November 15, 2023 Planning Commission meetings.

Mr. Chase Salas made a motion to approve the November 14, 2023 and November 15, 2023 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Reggie Harris

Bryan Prince

Chase Salas

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 6, 2023

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. 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

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

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 & 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. 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. Bart Kline (architect) were in attendance representing the application.

The Planning Commission began discussing the proposal and wanted to know who would be responsible for some of the other developments adjoining this proposal. MINUTES OF THE

MURFREESBORO PLANNING COMMISSION

DECEMBER 6, 2023

Mr. Matt Taylor explained the developments referenced by the Planning Commission, such

as the pedestrian bridge and the adjacent outdoor plaza, are City projects that would have

their own designers, but that his team would be working with the City to make sure that

their proposal will work in conjunction with those projects. Mr. Reggie Harris wanted to

know about the view of the parking garage between the library and City Hall. Mr. Matt

Taylor explained the architect would be providing additional details regarding architectural

enhancements during site plan review. There was also some discussion about parking.

Chair Kathy Jones opened the public hearing.

1. Mr. Shaun Miller, 204 Northwest Broad Street – wanted to know what

happens to the properties across the street at the intersection of Vine and Broad

Street.

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

There was additional discussion between the Planning Commission and the applicant

regarding the proposed City improvements across Northwest Broad Street, the architectural

design for the hotel, the phasing of the development, and the dimensions of the proposed

parking stalls.

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. Bryan

Prince and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Reggie Harris

Bryan Prince

Chase Salas

Nay:

Shawn Wright

4

ORDINANCE 23-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 7.3 acres located along Northwest Broad Street and West Vine Street from Highway Commercial (CH) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District (Keystone on Broad PUD) and City Core Overlay (CCO) District; approximately 0.1 acres from Central Business (CBD) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District; and approximately 0.4 acres from Highway Commercial (CH) District and City Core Overlay (CCO) District to Central Business (CBD) District and City Core Overlay (CCO) District; HRP Residential, applicant, [2023-418].

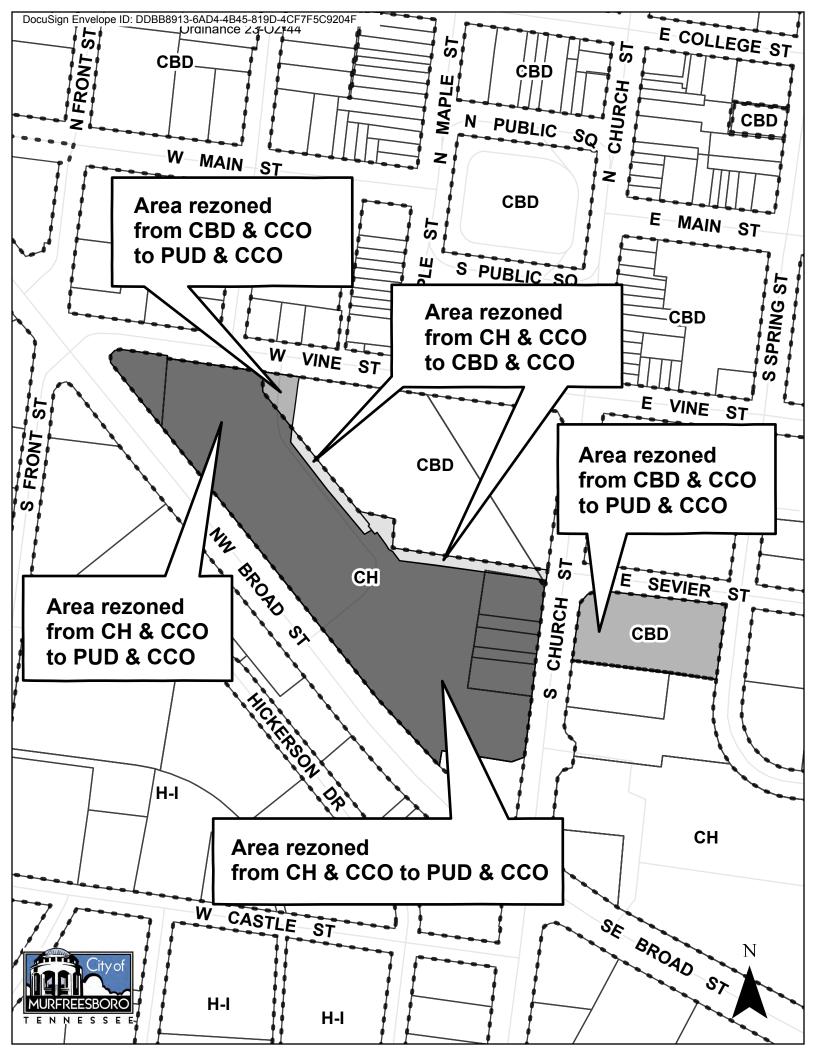
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, Central Business (CBD) 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.

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



COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

 Item Title:
 Planning Commission Recommendations

 Department:
 Planning

 Presented by:
 Matthew Blomeley, AICP, Assistant Planning Director

 Requested Council Action:
 Ordinance

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on March 7, 2024.

Background Information

During its regular meeting on January 10, 2024 regular meeting, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

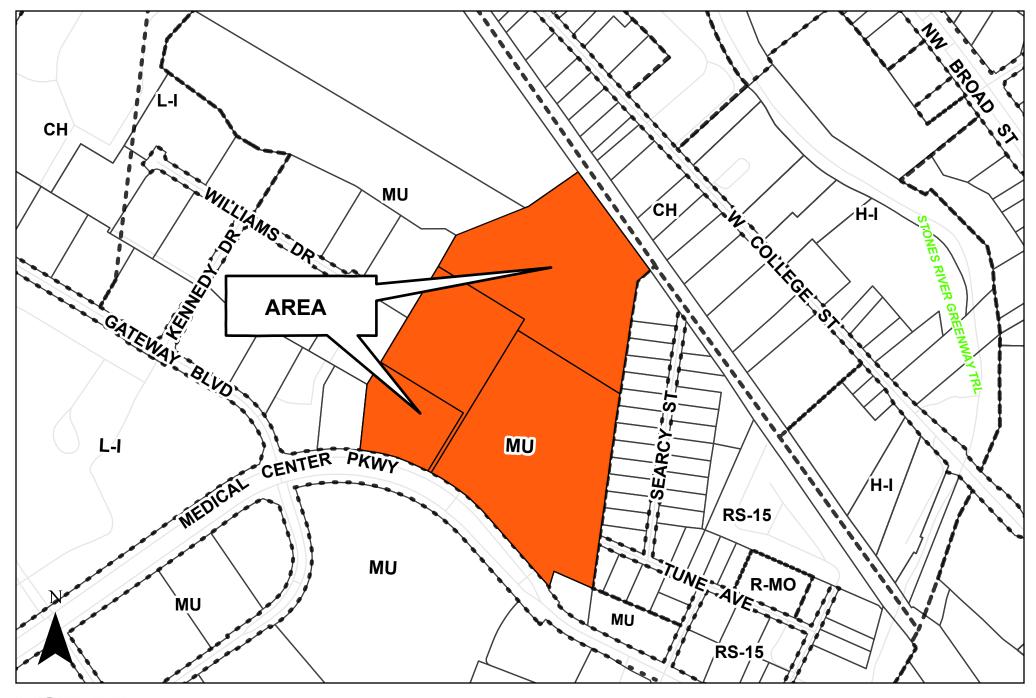
- a. Zoning application [2023-421] for approximately 31.3 acres located along Medical Center Parkway, Williams Drive, and Tune Avenue to be rezoned from MU, GDO-3, and PSO to PUD (Fountains at Gateway PUD), GDO-3, and PSO, Hearthstone Properties applicant.
- b. Annexation petition and plan of services [2023-507] for approximately 21.4 acres located along Blackman Road, including approximately 1,265 linear feet of Blackman Road right-of-way, Bob Parks applicant.
- c. Zoning application [2023-420] for approximately 19.6 acres located along Blackman Road to be zoned PRD (The Village PRD approx. 14.91 acres) and PCD (The Village PCD approx. 4.71 acres) simultaneous with annexation, 360 Development applicant.
- d. Annexation petition and plan of services [2023-506] for approximately 112.5 acres located along Veterans Parkway, including approximately 1,475 linear feet of Veterans Parkway right-of-way, Kathy Davis, Howard Barley Yeargan, and Randall Robinson, Jr. applicants.
- e. Zoning application [2023-419] for approximately 106.4 acres located along Veterans Parkway to zoned PRD (Prater Farms PRD) simultaneous with annexation, Ole South Properties 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. 31.3 acres located along Medical Center Parkway
- 2. Map for annexation petition for approx. 21.4 acres located along Blackman Road
- 3. Map for zoning application for approx. 19.6 acres located along Blackman Road
- 4. Map for annexation petition for approx. 112.5 acres located along Veterans Parkway
- 5. Map for zoning application for approx. 106.4 acres located along Veterans Parkway

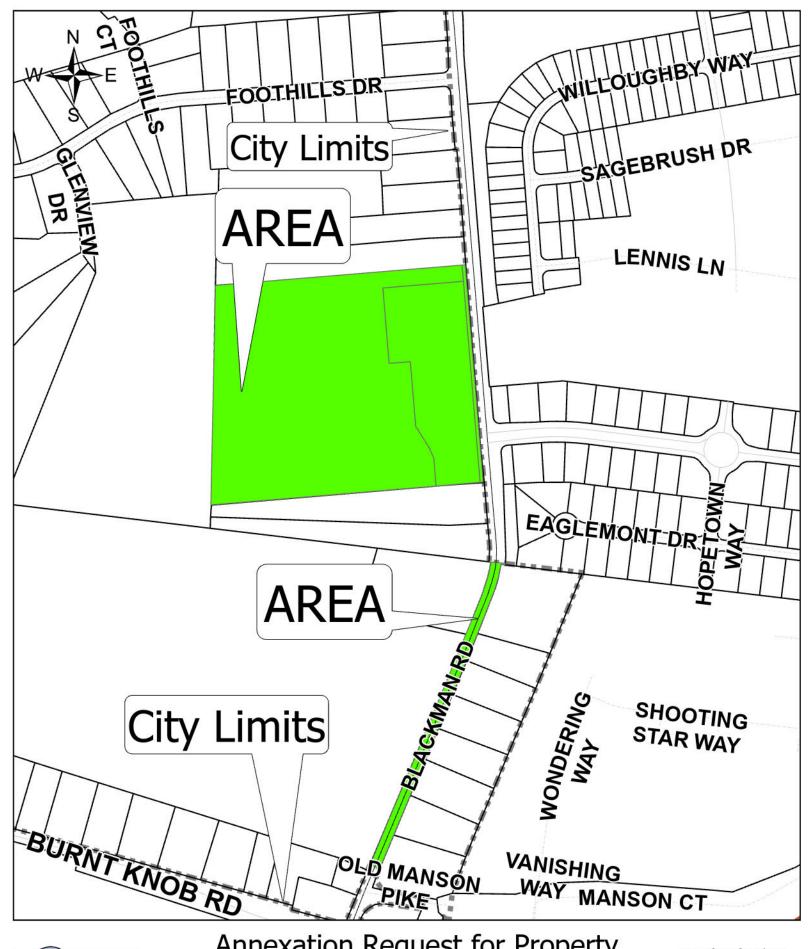




Rezoning request for property along Medical Center Parkway MU & GDO-3 to PUD (The Fountains PUD) & GDO-3

0 270 540 1,080 1,620 US Feet

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

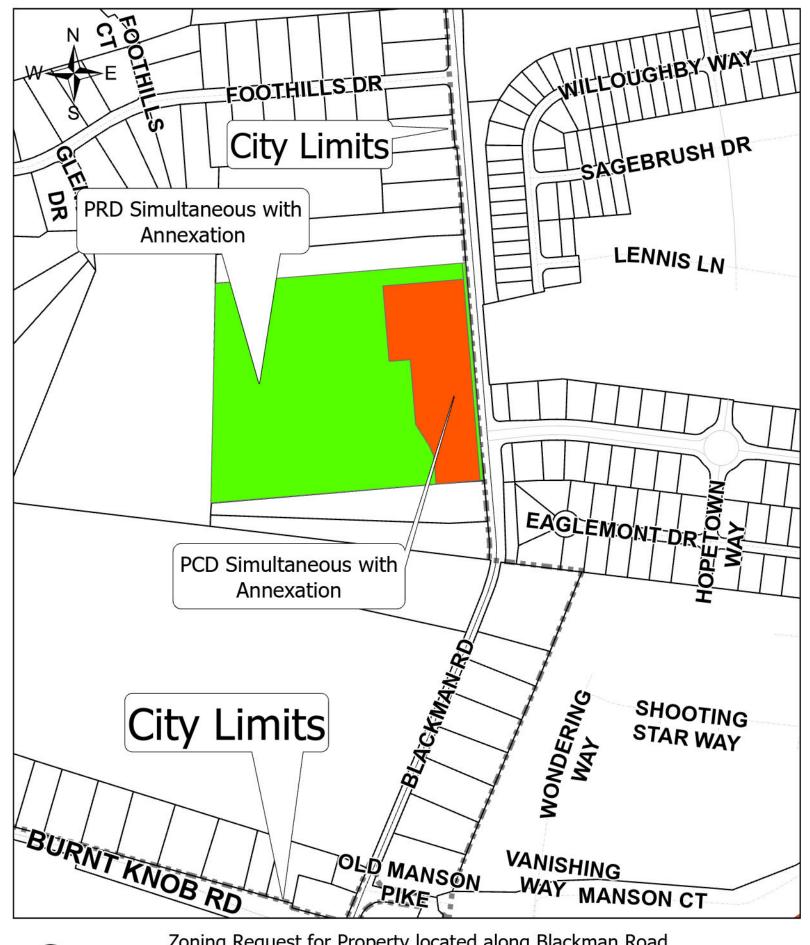




Annexation Request for Property located along Blackman Road

0 237.5 475 950 1,425 1,900

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





Zoning Request for Property located along Blackman Road PRD and PCD (The Villages PRD and PCD)

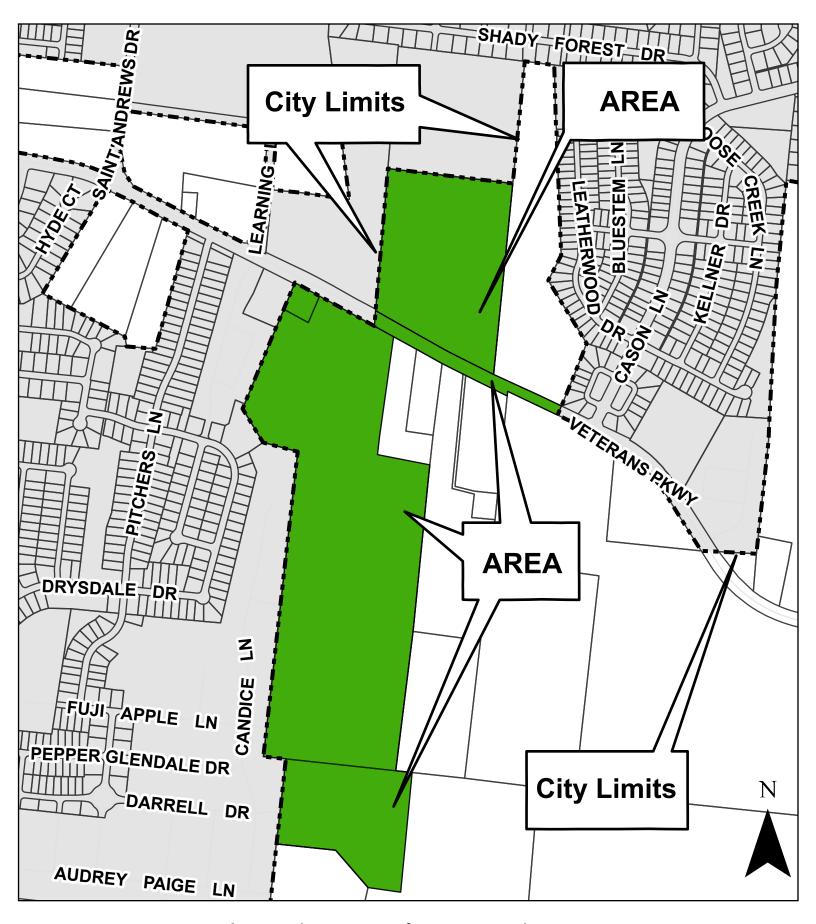
Simultaneous with Annexation

237.5

1,425 1,900

Feet

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

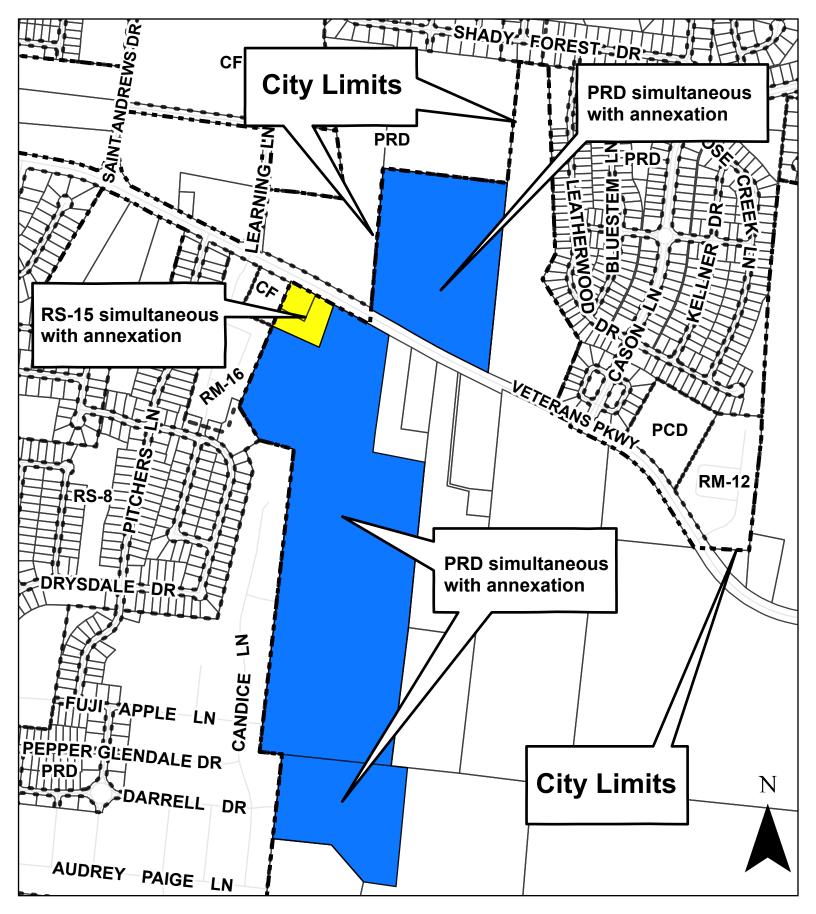




Annexation request for property along Veterans Parkway and for Veterans Parkway Right-of-Way

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

0 440 880 1,760 2,640 US Feet





Zoning request for property along Veterans Parkway PRD (Prater Farms PRD) simultaneous with annexation

0 445 890 1,780 2,670 US Feet

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

COUNCIL COMMUNICATION Meeting Date: 01/25/2024

Item Title:	Sports Com Boro Beach Pool Renovations		
Department:	Facilities		
Presented by:	Brad Hennesse, Facilities Manager		
Requested Council Action:			
-	Ordinance		
	Resolution		
	Motion	\boxtimes	
	Direction		
	Information	n 🗆	

Summary

Contract for Sports Com Boro Beach Pool Renovations.

Staff Recommendation

Approve the contract with DWR Aquatics, Inc., for \$244,000.

Background Information

The plaster coating of the Sports Com Boro Beach Pool is original to the 2011 renovation. It is now in need of resurfacing. New plaster coating will allow efficient and safe use of the pool for many years to come.

Bid responses were reviewed by Counsilman/Hunsaker & Associates (project consultant), City Purchasing, and the City's Legal Department (pending legal approval). There were 4 proposals received and DWR was the lowest responsible bidder.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$244,000, is funded by the FY24 operating budget.

Attachments

AIA Agreement with DWR Aquatics for Sports Com Boro Beach Pool Renovations

DRAFT AIA Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « day of « » in the year « 2024 » (In words, indicate day, month and year.)
BETWEEN the Owner: (Name, legal status, address and other information)
« City of Murfreesboro, Tennessee»,« a Tennessee municipal corporation» « 111 West Vine Street » « Murfreesboro, TN 37130»
and the Contractor: (Name, legal status, address and other information)
«DWR Aquatics, Inc, a Wyoming corporation» 127 Rock Point Drive Vonore, TN 37885
for the following Project: (Name, location and detailed description)
«Sports*Com Boro Beach Pool Renovations Sports*Com 2310 Memorial Blvd Murfreesboro, TN 37130 »
The Project Engineer: (Name, legal status, address and other information)
«Counsilman/Hunsaker & Associates, Inc., »«a Missouri corporation » «12851 Manchester Road » «Suite 120 » «St. Louis, MO 63131 »
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.





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User Notes:

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Engineers, dated «as set forth below», and enumerated as follows:

Drawings: Number	Title	Date
Project No. 0908	Sports*Com Pool Renovations	10-19-2023
Specifications: Section	Title	Pages
131104	Sports*Com Boro Beach Pool Renovations-Specifications as provided by Counsilman- Hunsiker	1-11

.3 addenda prepared by the Owner as follows:

Number	Date	Pages
Addendum #1	January 9, 2024	

- 4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
 - « 1. Exhibit A Insurance Requirements
 - 2. Exhibit B Non-Collusion Affidavit
 - 3. Exhibit C Drug Free Workplace Affidavit
 - 4. Exhibit D Iran Divestment Act Affidavit and Non-Boycott of Israel Affidavit
 - 5. Exhibit E Performance Bond
 - 6. Exhibit F Payment Bond
 - 7. Exhibit G Invitation to Bid

In the event of a conflict between the terms of this Agreement and those of either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.»

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

« The date of commencement shall be the date on which the Owner issues the Notice to Proceed. »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

- [« »] Not later than « » (« ») calendar days from the date of Contractor accepts the Project site.
- [«X »] By the following date: « May 8, 2024, with final completion no later than May 10, 2024 »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Hundred, Forty-Four Thousand Dollars and No Cents (\$244,000), as reflected in greater detail in Contactor's Bid Form.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	N/A

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A»

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (*Identify each allowance*.)

Item	Price
N/A	N/A

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

« 3.0 » % «per annum»

ARTICLE 5 INSURANCE

- § 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1 and Exhibit B:
- § 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «Two Million Dollars » (\$ «\$2,000,000.00 ») each occurrence, «Two Million Dollars » (\$ «\$2,000,000.00 ») aggregate, and «Two Million Dollars » (\$ «\$2,000,000.00 ») aggregate for products-completed operations hazard.
- § 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » (\$ «\$1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 5.1.4 Workers' Compensation at statutory limits.
- § 5.1.5 Employers' Liability with policy limits not less than «One Million Dollars » (\$ «\$1,000,000.00 ») each accident, «One Million Dollars » (\$ «1,000,000 ») each employee, and «One Million Dollars » (\$ «1,000,000.00 ») policy limit.
- § 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella/Excess	Three Million Dollars (\$3,000,000.00)
Contractor's Pollution Liability	One Million Dollars (\$1,000,000.00)
Equipment Property Insurance	One Million Dollars (\$1,000,000.00)

- § 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.
- § 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.
- § 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.
- § 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.

- § 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than \$100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- § 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.
- § 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site: clean and polish all floors: clean and polish all hardware; and repair all Work damaged during cleaning.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- 1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
- 2. The Agreement
- 3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
- 4. Drawings and Specifications
- 5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

§ 6.4 Ownership and Use of Engineers' Drawings, Specifications and Other Documents

Documents prepared by the Engineers are instruments of the Engineers' service for use solely with respect to this Project. The Engineers shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineers.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

To Owner:	To Contractor:
Craig Tindall, City Manager	Taylor White, Project Executive
ctindall@murfreesborotn.gov	twhite@dwraquatics.com
with copies to:	
 Scott Elliott, Project Development Manager selliott@murfreesborotn.gov 	~ -

Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.»

§ 6.5 Non-Discrimination. It is the policy of the Owner not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, the Contractor certifies and warrants it will comply with this policy.

ARTICLE 7 OWNER

- § 7.1 Information and Services Required of the Owner
- § 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- § 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.
- § 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

- § 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.
- § 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:
 - .1 That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents:
 - .2 That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
 - .3 That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and
 - .4 That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.
- § 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

§ 8.3 Supervision and Construction Procedures

- § 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- § 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.
- § 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work.

- § 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work.
- § 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

§ 8.4 Labor and Materials

- § 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- § 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- § 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

- .1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.
- . 2 By making requests for substitutions, the Contractor:
 - A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - B. Represents that it will provide the same warranty for the substitution as it would for the product specified;
 - C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
 - D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- .3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.
- .4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.
- § 8.4.5 The use of undocumented workers is not permitted.
- § 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.
- § 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

§ 8.5 Warranty

- § 8.5.1 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.
- § 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

- § 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.
- § 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineers, Engineers' consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

ARTICLE 9 PROJECT MANAGEMENT

- § 9.1 The Owner will provide administration of the Contract as described in the Contract Documents. The Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.
- § 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- § 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.
- § 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.
- § 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 9.7 On written request from either the Owner or Contractor, the Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.
- § 9.8 Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from the Contract Documents.

ARTICLE 10 CHANGES IN THE WORK

- § 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.
- § 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.
 - A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work: (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.

- A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.
- .3 A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.
- § 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.
- § 10.1.3 The Owner's representative shall have authority to authorize contract modifications less than \$10,000.00. Contract modifications of \$10,000.00 or greater require approval by Murfreesboro City Council.
- § 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.
- § 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.
- § 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:
 - .1 For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
 - .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.
 - .4 For each Subcontractor, for Work performed by the Subcontractor's Sub- Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.
 - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 11 TIME

- § 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.
- § 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such

reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

- § 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AIA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.
- § 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.
- § 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.
- § 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.
- § 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

§ 12.3 Certificates for Payment

§ 12.3.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

- § 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:
 - .1 defective Work not remedied;
 - third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum:
 - .5 damage to the Owner or a separate contractor;
 - reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - .7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;
 - .8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;
 - .9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)
 - .10 failure to update the CPM schedule concurrent with the request for payment; or
 - .11 Any other reasonable basis to withhold certification.
- § 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in this Article.
- § 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:
 - .1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,
 - .2 make good any such nonpayment, damage, failure or default, and
 - .3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

- § 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- § 12.4.3 The Owner shall have responsibility for payments to a subcontractor or supplier.
- § 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
- § 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5 Substantial Completion

- § 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:
 - .1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;
 - .2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;
 - .3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete:
 - .4 The building electrical and life safety systems have not been tested and accepted as being fully complete;
 - .5 The building commissioning process is not complete;
 - .6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;
 - .7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;
 - .8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or
 - .9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.
- § 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.
- § 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested

by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

§ 12.6 Final Completion and Final Payment

- § 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.
- § 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.
- § 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- § 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

- § 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.
- § 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.
- § 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.
- § 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- § 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.
- § 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.
- § 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

ARTICLE 14 CORRECTION OF WORK

- § 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.
- § 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.
- § 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

§ 15.2 Tests and Inspections

- § 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- § 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.
- § 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:
 - 1. Building pad and parking lot subgrade proof-roll test
 - 2. Concrete testing
 - 3. Structural Steel Visual Inspection of Bolts and Connections

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

§ 15.6 No Mandatory Arbitration

Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies

No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program

The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction.

§ 15.10 No Construction Against Maker of Modifications

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors

The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns

This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution

The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

- § 16.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

- § 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
 - .1 take possession of the site and of all materials thereon owned by the Contractor, and
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.
- § 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

- § 16.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.
- § 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Claims and Disputes

§ 17.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

- .1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- .2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 17.1.3 Continuing Contract Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

- .1 For Additional Cost. If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15 days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.
- .2 For Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of

cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.

- A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.
- B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

- .1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.
- .2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.
- .3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.
- .4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing: (ii) state the reasons therefor: and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

- .1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- .2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- .3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

 Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- .4 Exceptions:
 - A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.
 - B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.

C.	This section 17.1.6 does not apply to, and may not be construed to require mediation of,
	any claims, actions or other process undertaken, filed, or issued by the City of
	Murfreesboro Building and Codes Department, Planning Department, Police Department,
	Fire Department, or any other agency of the Owner (the City) acting in its governmental
	permitting, for the benefit of public health, safety, and welfare, or other regulatory
	capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.

(If required by law, insert cancellation period, disclosures « »	or other warning statements above the signatures.)
OWNER (Signature)	CONTRACTOR (Signature)
«Shane McFarland, »«Mayor »	«Taylor White »«Project Executive»
(Printed name and title)	(Printed name and title)
	LICENSE NO.:
	JURISDICTION:
APPROVED AS TO FORM:	
Adam F. Tucker, City Attorney	

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title:

Police Department Headquarters Generator Fuel Delivery System

Modifications

Department:

Facilities

Presented by:

Brad Hennessee - Facilities Manager

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Contract for fuel delivery system modifications for generators at Police Department Headquarters.

Staff Recommendation

Approve the contract with Vital Fuel Systems.

Background Information

The fuel pumping and fuel cleaning systems on the generators at Police Headquarters are separate proprietary brands and do not work reliably together. This project will replace all Tramont brand components with Simplex brand components to correct existing compatibility issues and facilitate more effective diagnosis and repairs when problems occur.

Vital's quote (sole source) was reviewed by the city's Facilities, Purchasing, and Legal Departments.

Council Priorities Served

Maintain Public Safety

Maintaining public safety infrastructure is critical to effective and efficient operations.

Fiscal Impact

The expense, \$62,281, will be funded by the FY24 operating budget.

Attachments

Vital Fuel Systems Agreement

CONTRACT BETWEEN CITY OF MURFREESBORO AND VITAL FUEL SYSTEMS, INC.

FOR

MURFREESBORO POLICE DEPARTMENT GENERATOR SYSTEM MODIFICATIONS

This Agreement (the "Agreement") is entered into this ______ 2024 (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee, ("City") and VITAL FUEL SYSTEMS, INC., a for-profit corporation of the State of North Carolina, ("Contractor"), and sole source provider of product to be purchased. City and Contractor are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- Contractor's Proposal for Fuel System Modifications dated August 25, 2023 and updated January 17, 2024; and
- This Agreement

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)
- 2. This Agreement; and
- 3. Contractor's Proposal for Fuel System Modifications dated August 25, 2023 and updated January 17, 2024.

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement. This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. <u>Duties and Responsibilities of Contractor.</u> Contractor agrees to provide and City agrees to purchase *Fuel System Modifications for the Murfreesboro Police Department Generator* as set forth on Contractor's Proposal for Fuel System Modifications.
 Furthermore, the City may utilize this Contract to procure additional products and services from Contractor through the term of the contract. Additional purchases will be procured through an amendment to this contract.
- 3. Agreement for Services. 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.
- 4. Term. The term of this contract shall be from the Effective Date to June 30, 2024.
- 5. <u>Termination</u>. 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.
- 6. <u>Independent Contractor</u>. In the performance of this Agreement, CONTRACTOR, together with its staff, is acting as an independent contractor with respect to CONTRACTOR's performance hereunder and neither CONTRACTOR nor anyone used or employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of CONTRACTOR, except in the results obtained.

7. Payment.

- a. Price. The price for the goods and other items to be provided under this Agreement are set forth in CONTRACTOR's Proposal (Exhibit A) dated August 25, 2023 and updated January 17, 2024, for products, materials, labor, installation, freight, and warranty for modifications of the Murfreesboro Police Department generator for a total price of \$62,281.00. Any compensation due CONTRACTOR under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services that 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 Agreement and/or purchase order. Invoices must bear the purchase number.
- b. <u>Delivery</u>. Deliveries and installation of products shall be completed by June 1, 2024, at 1004 North Highland Avenue, Murfreesboro, TN 37130. City of Murfreesboro Contact Attn: Brad Hennessee, Facilities Manager, tel: 629-543-4581 email: bhennessee@murfreesborotn.gov. City Contact 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. <u>Acceptance</u>. 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. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in CONTRACTOR's Proposal.
- d. <u>Purchase Order</u>. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
- e. <u>Applicable Taxes</u>. City is exempt from State sales tax and will issue a tax exemption certificate to 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>Insurance.</u> During the term of this Agreement, Contractor must maintain comprehensive general liability

insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. <u>Warranty</u>. Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or bid for the specific item.

10. Indemnification.

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

11. <u>Effective Date</u>. This Agreement is not binding upon the parties until signed by the Contractor and the authorized representatives of the City and approved by City Council. It is thereafter effective as of the date set forth above.

12. General Provisions.

- a. <u>Compliance with Laws.</u> CONTRACTOR agrees to comply with any applicable federal, state and local laws and regulations.
- b. 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.
- c. <u>Modification</u>. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- d. Relationship of the Parties. Nothing herein may in any way be constructed 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 the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- e. <u>Waiver</u>. 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.
- f. <u>Employment</u>. CONTRACTOR may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. <u>Non-Discrimination</u>. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor shall specifically acknowledge and agree as follows:

- a. The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- b. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by

- covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- c. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 14. 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.
- 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. <u>Assignment</u>. 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.** <u>Integration.</u> This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 18. 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.
- 19. <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. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.

- **20.** <u>Severability.</u> 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.
- **21.** <u>Titles.</u> The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- 22. <u>Notices</u>. Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e- mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Vital Fuel Systems

ATTN: Seth Apple 1076 Classic Road Apex, NC 27539

Email:

sapple@vitalfuelsystems.com

City of Murfreesboro

ATTN: Craig Tindall, City Manager

111 West Vine Street Murfreesboro, TN 37130

Email:

ctindall@murfreesborotn.gov

- **23.** <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 24. 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.
- **25.** <u>Effective Date.</u> This Agreement is not binding upon the parties until signed by 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" as first listed above.

CITY OF MURFREESBORO, TENNESSEE	Vital Fuel Systems, Inc. Mark king
Ву:	By:
Shane McFarland, Mayor	Mark King, Vice President of Operations
APPROVED AS TO FORM:	
Adam Tucker	
Adam F. Tucker, City Attorney	



1076 Classic Road Phone 919.303.7374 Apex, NC 27539 vitalfuelsystems.com

Project:

Murfreesboro 911

Murfreesboro, TN

Date:

August 25, 2023 *** Updated January 17, 2024 ***

Subject:

Fuel System Modifications

Equipment:

- (2) Generator Sub-Base Tank Level Controllers each including NEMA 3R Wall Mount Enclosure, Power Available Light, High Alarm, Low Alarm, Level Indicator, Pump Running Light, HOA Switch, Level Indication, High Fuel Level Emergency Pump Stop Switch, Pump Start / Stop Control, Lockable Disconnect Switch, Critical Low-Level Alarm with Engine Shut-Down, Alarm Horn with Silence Push-Button, and Auxiliary Control Relays
- (1) Generator Sub-Base Tank Leak Detection Switch
- (1) Supply / Return Pump Float Switches

Mechanical Installation to include the following:

- Disconnecting and removing existing Tramont level controllers on each of (2) generator sub-base tanks
- Removing existing level control switches
- Installing new level / leak detection control switches
- Installing new generator sub-base tank level control panels adjacent to each of (2) generator sub-base tank
- Running conduit and pulling control wiring from generator sub-base tank level switches and new level controller
- Running conduit and pulling control wiring from new sub-base tank level controllers and respective return pump cabinets
- Running conduit and pulling hard wire call for fuel signal wiring from new level controllers to existing submersible supply pump control panel
- Starting up system and providing single day of owner training.

Total Price does not include / is based on the following:

- Seismic engineering to be by others (if required)
- Based on the site allowing reasonable access to the work area for the crane and delivery truck
- All conduit, wiring, and connections to the building management system to be by others (if required)
- Any additional power wiring required to be provided by others (VITAL assumes existing circuits and power wiring to be reconnected to new control panels)
- Based on providing single day of on-site owner training additional days provided at an additional cost
- Based on VITAL performing all work during normal hours M-F (No night or weekend work is included)
- Includes general liability and pollution insurance in standard VITAL coverage amounts (Sample certificate to be provided upon request)
- Includes standard one-year parts and labor warranty on VITAL-provided equipment and installation

Total Price \$ 62,281.00

Total Price includes equipment, freight, per diem, and installation (sales tax NOT included)



Proposal is firm for (30) days.

VITAL Fuel Systems, Inc. (www.vitalfuelsystems.com)

Seth Apple (sapple@vitalfuelsystems.com) Direct (919) 629-8178

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title:	Playground Replacement at Mitchell-Neilson Eler	nentary School
Department:	Facilities	
Presented by:	Brad Hennessee, Facilities Manager	
Requested Counc	cil Action:	
	Ordinance \square	
	Resolution □	
	Motion ⊠	
	Direction □	

Summary

Contract for playground replacement at Mitchell-Neilson Elementary School.

Information

Staff Recommendation

Approve the contract with Boyce-Ballard Construction, LLC for \$594,000.

Background Information

The playground at the northwest corner of the property has served the school for many years. Demolition of the existing playground and construction of a new one located directly behind the school will improve students' safety and make way for future parking improvements.

Bid responses were reviewed by Johnson + Bailey Architects, City Purchasing, and approved by the City School Board on January 9, 2024. Boyce-Ballard was the only bidder.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$594,000, is funded by the Extended School Program (ESP).

Attachments

AIA Agreement with Boyce-Ballard for MNE Playground Replacement



Standard Form of Agreement Between Owner and Contractor where the basis of

payment is a Stipulated Sum

AGREEMENT made as of the twenty-fifth (25th) day of January in the year twenty twenty-four (2024)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee

11 1 West Vine Street Murfreesboro, Tennessee 37130

and the Contractor:

(Name, legal status, address and other information)

Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, TN 37130

for the following Project:
(Name, location and detailed description)

Playground Replacement- Mitchell-Neilson Elementary School 711 West Clark Boulevard Murfreesboro, TN 37129 ITB-12-2024

The Architect:

(Name, legal status, address and other information)

Johnson+Bailey Architects P.C. TABLE OF ARTICLES

- .1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS

100 East Vine Street, Suite 700 Murfreesboro, TN 37130

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the

author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@—2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1747930691)

- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- S 3.1 The date of commencement of the Work shall (Paragraphs deleted) be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.
- S 3.2 The Contract Time shall be measured from the date of commencement of the Work.
- S 3.3 Substantial Completion
- S 3.3.1 Subject to adjustments of the Contract Time as provided Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- [X] Not later than eighty-one (81) calendar days from the date of commencement of the Work.
- By the following date:
- S 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

S 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

S 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be five hundred ninety-four thousand dollars (\$ 594,000.00), subject to additions and deductions as provided in the Contract Documents.

S 4.2 Alternates

S 4.2.1 Alternates, if any, included in the Contract Sum:

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User Notes:

Item

Price

Pre-Engineered Fabric Shade Structure

\$22,700.00

S 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be netfor the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

S 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

S 4.4 Unit prices, if any:

(Identifi the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

S 4.5 Liquidated Damages

S 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$500.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

S 4.5.2 Any liquidated damages assessed pursuant to Section 4.2. l. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

S 4.6 Other:

(Insert provisions for bonus or other incentives, ifany, that might result in a change to the Contract Sum.)

S 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

S 5.1 Progress Payments

S 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

s 5.1.2

(Paragraphs deleted)

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At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

S 5.1.3 Provided the Application for Payment and all required supporting documentation is received by the Architect not later than the fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents. (Federal, state or local laws may require payment within a certain period of time.)

- S 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule ofvalues shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- S 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- S 5.1.6 In accordance with AIA Document A201 TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- S 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- S 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201—2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201—2017; and .5 Retainage withheld pursuant to Section 5.1.7.

S 5.1.7 Retainage

S 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainagefrom each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

S 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

S 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

S 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: (Insert any other conditions for release of retainage upon Substantial Completion.)

S 5.1.8 [Intentionally omitted.]

S 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

S 5.2 Final Payment

S 5.2,1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

Contractor when .1the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201—2017, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

S 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

S 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the (Paragraphs deleted) daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

ARTICLE 6 DISPUTE RESOLUTION

S 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201—2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Ifthe parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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S 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201—2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201—2017
- Litigation in a court of competent jurisdiction
- [X]Other (Specify)

AIA Document A201 TM —2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

S 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201—2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

(Paragraphs deleted)

S 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201—2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

S 8.1 Where reference is made in this Agreement to a provision of AIA Document A201—2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

S 8.2 The Owner's representative:

(Name, address, email address, and other information)

Craig Tindall, City Manager 111 West Vine Street Murfreesboro, TN 37130

Tel: (615) 849-2629

Email: ctindall@murfreesborotn.gov or his designee as

indicated in writing from time to time.

S 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mike Boyce 10-B Public Square North Murfreesboro, TN 37130 Tel: (615) 630-2447

mike@boyceballard.com

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(1747930691)

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S 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

S 8.5 Insurance and Bonds

- S 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.
- S 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.
- S 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201—2017, may be given in accordance with AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203—2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receiptfor the transmission.)

S 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

S 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document AIO1 TM ___2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201 TM—2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution

Procedures Number .4 Date

(Paragraphs deleted)

[Intentionally Omitted]

Addendum No. I December 4, 2023

. .

August 25, 2023

August 25, 2023

.5 Drawings

Number

Title

00 01 15

Drawing Index

Date

Pages

.6 Specifications

Section

Title

00 01 10

Project Specifications

Pages

2

.7 Addenda, if any:

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits: (Check all boxes that apply and include appropriate infornaation identifying the exhibit where required.)

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User Notes: (1747930691)

	Title	Date	Pages
	[]Supplementary and o	other Conditions of the Contract:	
	Document	Title	Date Pages
.9	Document A201 TM —20 sampleforms, the Contra requirements, and other in are not part of the Contract	I documents that are intended to for 17 provides that the advertisement or actor 's bid or proposal, portions of Antormation furnished by the Owner in a pet Documents unless enumerated in this inded to be part of the Contract Documents and the Contract Documents unless enumerated in this inded to be part of the Contract Documents unless enumerated in this inded to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in this index to be part of the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumerated in the Contract Documents unless enumer	rm part of the Contract Documents. AIA invitation to bid, Instructions to Bidders addenda relating to bidding or proposal anticipation of receiving bids or proposals a Agreement. Any such documents should tents.)
This Agreen	Bid Form, November 21 Contractor's Bid Response	, 2023	
	Bid Form, November 21, Contractor's Bid Responent ent entered into as of the da	, 2023 onse ay and year first written above.	R (Signature)
OWNER (Sig	Bid Form, November 21, Contractor's Bid Responent ent entered into as of the da	, 2023 onse	R (Signature)
OWNER (Sig	Bid Form, November 21, Contractor's Bid Responent entered into as of the day	, 2023 onse ay and year first written above.	
OWNER (Sig Shane Mcl Printed nam	Bid Form, November 21, Contractor's Bid Responent entered into as of the day	, 2023 onse ay and year first written above. CONTRACTOR	
OWNER (Signal Shane Mcl	Bid Form, November 21, Contractor's Bid Responent entered into as of the date	, 2023 onse ay and year first written above. CONTRACTOR	

[] AIA Document E204TM—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the

date of the E204-2017 incorporated into this Agreement.)

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A/R Document A 1010 - 2017

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PAGE 1

AGREEMENT made as of the twenty-fifth (25th) day of January in the year twenty twenty-four (2024)

<u>City of Murfreesboro, Tennessee.</u> a municipality organized under the laws of the State of Tennessee 11 1 West Vine Street

Murfreesboro Tennessee 37130

Boyce Ballard Construction: LLC 10-B Public Square North Murfreesboro TN 37130

Playground Replacement- Mitchell-Neilson Elementary School
711 West Clark Boulevard
Murfreesboro TN 37129
ITB-12-2024

Johnson+Bailey Architects P.C. 100 East Vine Street Suite 700 Murfreesboro TN 37130 PAGE 2

S 3.1 The date of commencement of the Work shall be;

(Cheek one of the following boxes.)

[-]-	rne-date of this Agreement.
[-]-	A date set forth in a notice to proceed issued by the Owner.
[-]-	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agæe-F}eæbe the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

[Not later than <u>eighty-one</u> (EL) calendar days from the date of commencement of the Work.

PAGE 3

S 4,1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (-\$*five hundred ninety-four thousand dollars (\$ 594,000.00). subject to additions and deductions as provided in the Contract Documents.

Pre-Engineered Fabric Shade Structure \$22,700.00

§ 4.5 Liquidated damages, if any: Damages

(Insert terms and conditions for liquidated damages, if any.) § 4.5.1 Because failure to complete the Proiect within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty a should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty. \$500.00 for each and every calendar dav elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully, accomplished.

4.5.2 Anv liquidated damages assessed pursuant to Section 4.2. 1. shall be payable in addition to anv excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

S 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work. provided such additional time is reflected in a written. signed Change Order.

PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment

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request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

Document AIOI

§ 5.1.3 Provided that an the Application for Payment and all required supporting documentation is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the—day of the—month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than—(—) days after the Architect receives the Application for Payment fifth day of the month, within 30 calendar days following Architect's .fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any, use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

PAGE 5

Five percent (5%)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201 2017.[Intentionally omitted.]

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201—2017, and to satisfy other requirements, if any, which extend beyond final payment; a-hd
- .2 a final Certificate for Payment has been issued by Ghe4ækkeet-: the Architect•
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner: and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans. warranties. manuals. and other materials set forth in the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the Fa-te-s\$a-t-ed--belew; or in-the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

interest rate factor (365 days) of the prime interest	 rate reported by JP Morgan as of the
	payment due dat

PAGE 6

[L] Other (Specify)

mail docinfo@aiacontracts.com.

AIA Document A201 TM —2017 General Conditionsofthe Contract for Construction Addendum B. Dispute Resolution Procedures

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S 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201—2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

§-7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

DocumentA101

Craig Tindall. City Manager
111 West Vine Street
Murfreesboro TN 37130
Tel: (615) 849-2629
Email: ctindall@,murfreesborotn.gov

or his desigoee as indicated in writing from time to time.

PAGE 7

Mike Boyce
10-B Public Square North
Murfreesboro TN 37130
Tel: (615) 630-2447
mike@boyceballard.com

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Sépele\$ed-S-HR#-Exhibit A, kæseFaæe-&hd--B+hds-rand elsewhere in the Contract Documents.

S 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM 2017 Exhibit A, and elsewhere in the Contract Documents.

- .2 AIA Document A101TM 2017, Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201 TM—2017, General Conditions of the Contract for CensÉæe&iehConstruction.

 including Addendum A. Contractor's Standard Form Subcontract. and Addendum B. Dispute

 Resolution Procedures

AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

[Intentionally Omitted]

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00 01 10	Proiect Specifications	August 25, 2023	153
Addendum No. 1	December 4 2023	2	

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Advertisement for Bids November 21 2023 Instructions to Bidders November 21 2023 Bid Form November 21 2023 Contractor's Bid Response

Document AIOI

Additions and Deletions Reportfor AA - 2017. Copyrighto 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017>.

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User Notes: (1747930691)

Shane McFarla or (Printed nar title)		(Printed	name and title)Mike Boyo	e, Co-Owner
APPROVED AS	TO FORM:	ς		
Adam	E	Tueker	City	

Additions and Deletions AA -2017. Copyrighto 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AlA," the AIA Logo, and "AIA Contract Documents" Gare trademarks of The American Institute of Architects. This draft was produced at 15:52:38 ET on 01/10/2024 under Order No.3104238041 which expires on 02/12/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents@ Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

Report for DocumentA101

Certification of Document's Authenticity A/A@ Document D401 [™] - 2003

I, Adam F. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:52:38 ET on 01/10/2024 under Order No. 3104238041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA@ Document Al 01 TM — 2017, Standard Form of Agreement Between Owner and Contractor where the basis ofpayment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)		
(Title)		ζ.
(Dated)		

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EXHIBIT A

CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, the insurance and bonds required by this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, in accordance with the requirements set forth below.

- 1. Commercial General Liability Insurance.
 - 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU (explosion, collapse, and underground), and products and completed operations, with a combined single limit of liability of not less than \$2,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$2,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
 - 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
 - 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.
- 2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.
- 3. Auto Liability Insurance

User Notes: (1747930691)

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.
- 4. Environmental Liability. Contractor must secure, pay for, and maintain Contractor's Pollution Liability (CPL) coverage, including mold coverage, in an amount not less than \$1,000,000 and endorsing the Owner as an Additional Insured. Contractor must also provide to the Owner proof of Contractor's Pollution Legal Liability (PLL) for sites owned or operated by Contractors and by any Subcontractors handling hazardous or potentially hazardous materials. Environmental liability coverage may be part of a package policy.
- 5. Professional Liability. Contractor must scure spay for, and maintain professional liability coverage in the amount of not less than \$100 000 on a form acceptable to the Owner and with tail
 - o coverage of not less than two

years.

- 6. Umbrella Coverage. Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$5,000,000 on a form acceptable to the Owner. Umbrella coverage must not be limited to excess coverage that merely follows form of underlying coverages.
- 7. Equipment Property Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary and without exceptions in order to protect the Owner against loss of owned, nonowned, rented, or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor, its Subcontractors, or Lower Tier Entities and any construction material in transit (unless shipped FOB destination Project Site or (Incoterm) DAP Project site) or materials stored in any location other than the Site.
- 8. Builder's Risk. Unless otherwise instructed by the Owner, Contractor will secure a completed value, all-risk Builder's Risk policy in manuscript form acceptable to Owner for the Work, including appropriate, as determinate by the Owner, coverages, coverage amounts and limits, deductibles, and exclusions. The Owner must be a named insured and the policy may not terminate until Substantial Final Completion or a certificate ofoccupancy applicable to the entire property is issued, whichever is latest.
- 9. Waiver of Subrogation. Contractor hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all polices against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.
- 10. Term of Coverage
 - 10.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

- 10.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 10.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 10.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

11. Subcontractor and Lower-Tier Entities Insurance Requirements

- 11.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, EXCEPT THAT the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be-excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
- 12. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must;
 - 12.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least AVII or better;
 - 12.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
 - 12.3 Include the Project per aggregate endorsement;
 - 12.4Waive all rights of subrogation against the Owner;
 - 12.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and

12.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

13. Certificates and Endorsements

- Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements:
- 13.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 13.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 14. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

15. Suppliers and Materialmen Coverages

- 15.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 15.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

16. Condition Precedent to Starting Work

Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with

the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

- 16.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
- 17. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 18. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 19. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.
- 20. Performance Bond and Payment Bond.
 - 20.1 The Contractor shall provide surety bonds as follows:

Type Penal Sum (\$0.00)

Performance Bond 00% of Contract Sum
Labor and Material Payment Bond 100% of Contract Sum

- 20.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 20.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 20.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 20.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

SECT}ON 00 41 BID FORIVI

Playground Replacement at Mitchell-Neilson Elementary School Murfreesboro City Schools J+B No. 2222

DATE SUBMITTED: 12/12/2023 CONTRACTOR: Boyce Ballard Construction, LLC

TO: City of iVlurfreesboro

111 West Vine Street

Murfreesboro, Tennessee 37130

The undersigned, as Bidder, hereby declares that the only person, or persons interested in this Proposal as principal, or principals, is or are named herein and that this Proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the Work and are informed fully in regard to all conditions thereon and has examined the Drawings, Specifications, and Contractual Documents for the Work and is satisfied relative to the Work to be performed.

Time being of the essence, the Bidder proposes and agrees to commence work with an adequate force and equipment on a date to be specified in a written Order of the Architect, and io complete all work within Eighty One (81) consecutive calendar days after Notice to Proceed.

It is understood that the Notice to Proceed with construction will not be issued until the following documenis have been delivered in the Owner through the Architect for review and execution:

- Contractor executed Siandard Form of Agreement Between Owner and Contractor, AIA Documeni, A 01, 2007 Edition.
- _ Performance Bond, Material and Labor Payment Bond.
- Insurance Certificate
- List of Subcontractors
- Schedule of Values
- Builders Risk Insurance (purchased for Owner by Contracior)

Whereas the Owner will suffer loss of use ii the project is not complete on or before Eighty One (81) consecutive calendar days after Notice to Proceed is issued, the Contractor and their Surety shall be liable for and shall pay to the Owner the sum of Three Hundred Dollars (\$300.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1. Architeci shall issue a CeHificate of Substantial Completion (AIA Document G704) to verify date work is substantially complete.

The Bidder further agrees that they will noi withdraw this Proposal within a period of forty-five (45) consecutive calendar days from and including the date of this Proposal and that, if this Proposal is

accepted, they will execute a Contract within said forty-five (45) day period and within five (5) consecutive calendar days after date of written notice of such acceptance. In case of failure on the Bidder's part to perform as agreed above, the monies payable on the Bid Bond accompanying this Proposal shall be paid into ihe funds of the Owner as liquidated damages for such failure; otherwise, the Bid Bond shall be returned to the Bidder.

The Bidder further proposes and agrees to contract with the Owner on the AIA Standard Form of Agreement between Owner and Contractor for a Lump Sum to furnish for the following sum all necessary materials, equipment, tools, apparatus, means of transportation and labor necessary to complete the construction of the Project in complete accordance with the shown, noted, described, and reasonable intended requirements

August 25, 2023

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c.i Drawings, Specifications, and Contract Documents with the definite t.mdersianding that no money wit) he allowed for enra except as set forih in the Contractual Documents.

The Bidder further agrees that they and each subcontractor employing no less than five (5) etnployees witl execute and subrnit to Owner the attached DRUG FREE WORKPLACE AFFIDAVIT. No Contractor or Subcontractor may perfotxn work an this project unless this fonm is fully executed and submitted prior to the start of ihe project. The General Contractor shall submit a fully executed, notarized copy Qi this form with this bid-

By submission of this bid, each bidder and each person signing an behalf any bidder certifies, anci in Che case of a joint bid each party thereto certifies as to its own organization: under penalty of perjury, {hat to the best of its knowledge and belief that each bidder is not on the list creeted pursuant to T.C-Â- 2-d2-<C6 (The Diveskment Act - 2013).

ay submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case CJf a joint bid each patty thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief thal each supplier is not boycotting Israel pursuant to T-C.A. S 12-4-11!u and will not boycott Israel during the term of centract.

BASE BID	Five hundred seventy one thousand three hundred	DOLLARS
(S <u>571,30</u>	00.00)
ADD ALTER	NATE NO. Twenty (wo thousand seven hundred	DOLLARS
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No No	Addenda No-	***************************************
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Addenda No	Dated	

UTIONOF AGREEMENT:

The undersigned agrees that if l%itten notice of acceptance of this proposal is mailed, telegraphed, or delivered to them within forty-five (45) days ailer opening of proposals, they will promptly execute an Agreement with the Owner in accordance with the Bid Documents.

Boyce Ballard Construction, LLC	DATE:			
11 1		COMPAN	Y:•12/12/2023	
Alife Day	TITLE:			_
7		TITLE:		
,			Co-Owner	

August25, 2023

2023 JOHNSON + BAILEY ARCHITECTS P.C.

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Murfreesboro City Schools

Johnson + Bailey Architects P.C.

Consultants;

Huddleston - Steele Engineering, Inc.

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Johnson + Architects Balley Records

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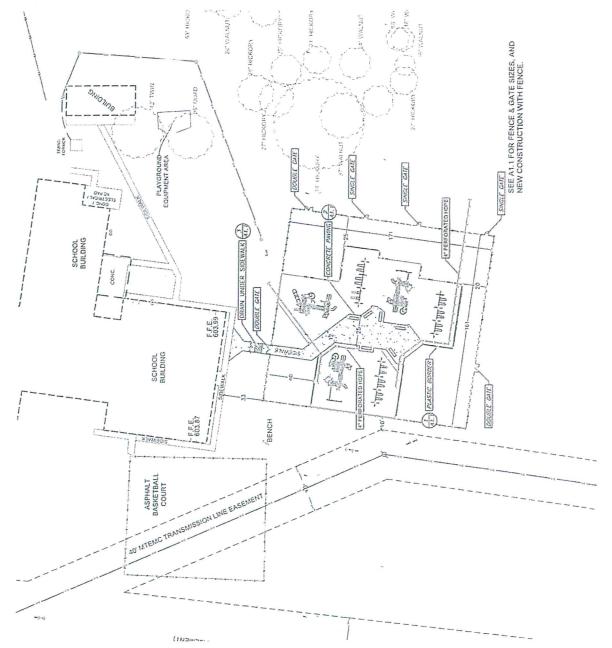
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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

	Tennessee
Sta	te County of Rutherford Of
	Mike ———— Boycebeing first duly sworn, deposes and says that;
(1)	The undersigned is the (owner, partner, officer, representative, or agent) of Bo <u>yce eal!ard Constru</u> ction, LLC the bidder submitting the attached bid.
(2)	Bidder is fully informed respecting. the preparation encl contents of the attached bid and oi ail pertinent circumstances respecting such bid.
(3)	Such bid is genuine and is not a selfusive or sham bid.
(4)	Neither the said bidder nor any of its officersr partners, owners, agents, representatives e <npioyees a="" acivantage="" affiant,="" against="" agreed,="" agreement.="" agreement:="" any="" any.="" ar="" attached="" been="" bid="" bidder,="" bidding="" by="" city="" colluded,="" collusion="" collusive="" communication="" conference="" connection="" connived="" conspired="" contract="" contract,="" contract;<="" cost="" directly="" eierryant="" fir="" firili="" fit-ni="" fix="" for="" from="" has="" in="" including="" inconnection="" indirectly,="" interest,="" interested="" manner,="" murfreeshoro="" of="" or="" or,="" orto="" other="" oto="" overhead,="" parties="" person="" price="" prices="" profil="" proposed="" refrain="" sham="" sought="" submit="" submitted="" such="" td="" the="" this="" to="" unlawful="" way="" which="" with=""></npioyees>
	The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, incluc}ing this affidavit.
	(Signed)
	(Title <u>) Co-Owfle</u> r

*This form does not require a notory.signcture; it only requires the officer of the c.cmpcny io sign affirming the affidavit

REFERENCE LISTINGT-ORM

<u>List a pninimupn of 3 references (other the Citv of Muvfç•eesboro) for siçnilav• orofeci•s and corlt-çact-s, oreferably eoverrmental, vehich vou have completer] within the past veacs.</u>

I CUSTOMER NAME: City ofSLI7IthVIIIe,		
Ai)DRESS: 104 East Main Street		
Smithville, TN		
TELEPHONE: (615) 464-7988	EMAIL: mac401spd@gmail.com	
CONTACT NAME: Chief Mark Collins		
Smitfrville		A .
DATE OF CCÌviPI.ETIOI\ ^I CF PRO	DJECT: August 2021 CONTRACT	Aiv101JNT: \$
2,486,164		
2 CUSTOMER NAME: Franklin Couiliv ADDRESS: 851 Dinah Sfrore Blvd	Goventme,,yÉ	
17.7 1 . CD 1.000.00		
Winchester TN 37398		
TELEPHONE: (931) 685-5013	EMAIL: jiur.pous@teatshelbyville.edu	
CONTACT NAME: James Potts		
DATE OF COMPLETION OF PROJECT: June	2020	Management F
CONTRACT AMOUNT: \$_7,327,010		
3 CUSTOMER NAME: Williamscll (2QL2A)	/ Schools	
ADDRESS: <u>1320 W. Main St</u> reet		
Franklin	TNI	27064
	TN	37064
	EMAIL: garrib@wcs.edu	
CONTACT NAME: Garri Hall	2010	***************************************
DATE OF COMPLETION OF PROJECT: July 2	A L L L L L L L L L L L L L L L L L L L	
CONTRACT AMOUNT: \$ 1,580,060		
<u>472-4042</u>		

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State License *um	ber: <u>67828</u>	
Expires: Maý31	, 2024	
		~ -
	SIGNAND SUBMIT	BID PACKAGE*"
	SIGNATURE S	SHEET
will supply a}} in	formation as required in this solicitation	nditions fisted within this farma\ solicitation, and
ADDRESS:	i 0-13 Public. Square N.	
	Murfreesboro, TN 3713C	
TELEPHONE:	ff5-617-3d12	FAX: 615-617-3819
EMAIL:	mike@boyceballard.com——	
The proposer sha ۥesponse in the rejection of the re	City's eProcurement Portal. Failure to a	LEDGEMENT sued to this forrnal solicitation within your cknowledge all addenda Illay be cause for
AUTHORIZED SIG TITLE: Co-Ow		
(Print / type name	Mike Boyce	

DATE: 12/12/2023

*SIGNAND SUBMIT WITH BIDPACK U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementine Executive Order 12549, Det.xanuent ancf Suspension, PCFR part 3017, Section 3017.510%. Participantfi' responsibilities—The regulations were pubi?sbed Part IV of the .52ntnr_v 30, ! 989% Federal Ree•ister (pages 4722-4733). Copies of the regulations may be obtained by contacting Department of Auricuiture agency with which this transaction orifficated.

(BEFORE COMPLETING CERTIFICATION, INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals presently deb:rred. El.ls;pznde@i, proposed for debarment, ciec,lared ineligible, or funtarily ex-eiude:i ±0ii1 participation in this transaction by any Federal depart-Ine.nt or aoenc.y.
- (2) Where the prospective lower tier parLfcipztit is unab[c to certify any of the statements in this certification, such prospective participant attacll atl explanation to this proposal.

Boyce Ballard Construction, LLC

Playground Repiecernent ai- Mitchell-Neilson Elementary Schaci

Organization Name

PR/Award Number or Project Name

V,ike Boyce - Co-Ourner

Namer's) and Title(s) of Authorized Representative(s)

Form AD-1048 (1/92)



Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

- 2. The certification in this clause is a materml representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circümstances.
- 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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, 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 or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debamnent, Suspension, Ineligibility and Voluntaty Exclusion Lower Tiel' Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction 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 pyil Vipals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 a 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 paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debal•red, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to

the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2

Form AD-1048 (1/92)

Purchasing Department 111 West Vine Street Murfreesboro, TN 37130 615.849.2629 <u>purchasing@murfreesborotn.gov</u>



Thank you for your interest (n working with the C'.ity of Murfreesboro of Color. Please complete on this project. Please the form below. The information provided will be eareement provided in incorporated into *re. sample egreement provided the bid document once the sward hes been issued,

ssued, Bid Name/Project	Name:	
bid Name/Project	Name.	
Company Name:	Address:	
	Email Address:	
State of Business Registration		icitell-Meilson Elementary S
<u> </u>	School	
Type of business entity (sofe proprietorship,		
corporations, LLC):	Bgyce Bagafd Construction, LLC	
Authorized Cornp, arev Signatory		
<u>Information</u> (This is the person		
authorized to Bird the company in a contractName:	Tennessee	
contractivanie.		
Title:	LLC	
Email Address:		
Phone Number:		
Notices to Contractor/Vendor to	Mike Boyce.	

Co-Ownev•	Mike Boyce
mike@boyceballard.com 615-630-2447	10-B Public Square N., Murfreesboro, TN 37130 mike@boyceballard.com
*The City utiCi7.es Doc:uSign for elec:tron ic: s Backgrg TN Public Cha _l	guncl Employee Check
information: 1. Contract shall comply with the Public Chap Section 49-5-413, which requires all cor hy the Tennessee Bureau of investigation prior to permitting the employee to enter 2. The Contractor/Sen.tice Provider shall make on file regarding amployees who work in	pter 587 of 2008, as codifieti in the Tennessee Code Annotated intractors to facilitate a criminal history records check conducted on. anci the Federat Bureau of investigation for each employee er school ground yaremises students are present. Individual employee letters are to be kept the Murfreesboro City School Systems.
Code Annotated Section •49-541 Submittedby: Company Neme: Address: Murfreesboro. TN 37130	
Telephone:	615-617-3812
Fax Nurnber:	615Æf7-3a.j9
Representative: (Print Name)	
	~ -

Myle Say to 12/12/2023
Title Co-Owner Date

Inaccordance with Federal civil rights iave' anti I-IS Department of Agriculture (IJSDÅ) civil rights regulat-icns äl%i pclicies, 'the USDA its Agencies, offices, and employees, ænt-I institutions participæt•ing in gr administering CEDA programs are prohibited from discriminating hased on raze, color, national origin, disability, zge, or repriszi ot- retaliation for prior civi{ rights activity in program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of c.arnrnunicat-ic;n fur program information (e.g. Braille, large print; audiotape, Arneri:an Sign Language, etc.), should contact the Agency CState or local) where they applied for benefits.

uals whagre deaf, harn of hearingr or have speech disabilities rnzy contact I.JSDA through the Federæl Relay Service at {3CG} 377-8339. Ltiäitionalb;r grcgrzm information may ntzdé availzble in languages other than English.

To complaint of discrimination, complete the t.JSDA Frcgram Compläintf-.Q!T11, (AD-2027) found online at at any USDA or a fetter addressed USDA provide in the letter all of the rectuesteci In the form. To request a copy the cal} (866) 632-9932, Submit completed form or letter t.JSD>, by.

 Mail: L, 'eper-tment Of Agriculture, Office of 1400 Independence Avenue SW, Washington, D.C 20250-9415; Assistant Secretary for Civil Rigilt-r;

- 2. (202) cC-7442;cr
- 3. Emzil. program.intake@usda.E0i/

"This instituliort is a-n equal opportunity previder-

THE AMERICAN -INSTITUTE OF ARCHITECTS

AJA Document A3 f0

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Boyce Ballard Construction LLC TO-B Nogih Public Square, Murfreesboro, TN 37130

as Principal, hereinafter called the Principal, and

Great American Insurance Company

301 E Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH as Surety,

hereinafter called the Surety, are held and firmly bound ufito

City oi Murfreesboro

137 West Vine Street, idurireesbo:o, TN 37130 as

Ob(igeet hereinafter cal!6d the Obligee, in the sum of

ve Percent of Amount Eld		
Dollars	(Ś	5%

for the payment of which surn well and truly to be made, the said Principal and the said Suraiy bind ourselves, our heirs, executors, administrators, successors and assignst jointly and severally, firmly by these presents.

WHEREAS, the Plincipal has submitted a bid for Playground Replacement at Mitchell-Neilson Elementary School

Murfreesboro City Echoo!s

J+B No. 2222

NOW. THEREFORE, if the Obligee shall accept-thi bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with Iha terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Dou-nerds with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract another party to perform the Work covered by said bid, then this obligation shall nutl and void. othetwise to remain in full forca and effect.

Signed and sealed t	:his i 2th	day of December	2023	
Comis &	Nauffia viiness)	<u> </u>	Boyce Ballard Construction, LLC (Principal) By: Make Baye (Tille) Co. (Co.)	(Seal)
Span	Miness)		By: (Tille) Cecil R Vatrgitant, III , Attorney-In-Fact	G CINCINNATI, OHIO
	UMENT A316 + BIO BOND + AU 5, 1735 N.Y. AVE., N.W., WASH	A * • FREBRUARY 1970 ED • 1		1
GREAT AMERICAN INSURANCE COMPANY@				
Administrative Office: 301 E 4TH STREEf OCINCINNATI, OHIO 45202 O5%3-369-50C0 FAX 513-723-2740				
Vhe (If persons authorized h; this power aKornzy is more than SEX No. 0 20782 POWER OF ATI'ORNLV KNOW ALL-MEN g Y THESE PRESENTS: COMPANY, a under by '.ifiu:: of the faws of rhe State of Ohio, does nominate, constitute appoint the person or persons each iräividuajly it- more one is its fruz and hwft:i attorney-in-f:zcL for it and in ifs name, place and steaci to execute heh2tf of the said Company, as any and alf bonds, undertükings contracts of surelyship, or other written obliggtions in the nature thereof; prenicieci (ha: ihe. iiabiliiy Oi- {he said Conlpany on any such hond, undt:fi2king or QC swecyship executed lintier tiiis authority shall nol exceed limil staterl helov,•.				
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ARKa. BROCK	T. MICHAEL LANGLEY	' ROS	SVILLE, GEORGIA	
IN WITNESS WIH Alicers and its corporate seal Alicest Are and 3 TATE OF OHIO, COUNTY On this 22	mey revokes all previous por EREOF the GREAT AMERIC hereunto affixed this fearms OF HAMILTON - ss: ND dry of	IAN INSURANCE COMP 82ND JUNE	Patternay(s)-in-fact named above. ANY has caused these presents to be signed and day of JUNE GREAT AMERICAN INSURANCE COMP. Dictional Senior face Power of the parameters of the Bond Dr. Stristonal Senior Vice President of the Bond Dr.	ANY COUNTY Positions 1-2426 I VICARIO to me into v.n.
asterance Contourty, the Contr	pany described in and which e rate scal: that it was so affixed	executed the above instrume	on; that he knows the seal of the said Company; that he By-Laws Orsaid Company; and that h	hat the scal affixed to the

GREAT AMERICAN INSURANCE COMPANY officezs

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Nay la, 2025

authority



SUSAN A KOHCPST **Notary Public** State of Ohio my Comm. Expires

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company hy unanimous written consent dated June 9, 2008.

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CERTIFICATION

EPHENC. BERA(IA, Assistant Sc.-cretary -G!'Great American (i.hrnparij*, do c.tätify titnl tip: foregoinQ, Towar of Attentity ?JLi aladicus ct-tht of Directors of June 9, {live r,ot atld are new iE full force, etÜ-'ct, ned and scried tilis 1211 December 2022







Purchasing Depart®'lent 111 West Vine Street Murfreesboro, TN 37130

615.849.2629 purchasing@murfreesborotn.zov

Copies of the following licenses shall t'.,e provided with hid cesponse.

This is to certify that pursuant ic Tennessee Code Annotated Title 62, Chapter 6, Far,t 1., if a bid is \$25,000 or above, the undersigned is a licensed contractor as required by the Contract01 s Li censing Act. of 1976, Public Chapter No. of the General Assernbly cf the State of Ver. %nessee as arnended, knoyytn as the General Contractors Licensing Law.

> Eiddec: Boyce Ballard Construction, L.LC

> > Mike Boyce

Title:	Co-Ownev	
	s =	

Project: P(ayground Replacement at Mitchell-Neilson Elementary School

BIDDER IDENTIFICATION						
Bidder:						
Boyce Ballard Construction, LLC						
Address:		-				
10-B Pubfic Square N., N	Murfreesboro.	TN 37130)			
,						
TENNESSEE CONTRACTOR'S LICENSE						
Provide copies of the following infovvn	aticn if licensed.	If Wßlic•er	nsed, please mark l	J ^r a(icensed".		
TN License i ^s !urnhev• 67828						
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	ВС					

License Expiration Date	05 31 20	24	Doliar• ,¹-irnit: (S			
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BIDDER UNLICENSED						
SUBCONTRACTORS TO USED THIS	PRO}ECT:	'rovide ene	lowing for each	subcontcacwr		
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Plumbing: N/A						
HVAC: N A						
TIVAC. N A						
Electrical: N A		_				
Masonry: N/A						
Grading: N A						
0 1 1 1/4						
Geothermal: N/A						

BIDDER AFÉIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

Bidder, after being first duly sworn, affirms that it has Drug-Free workplace Program i.•hat cornplies with Tennessee Code Annotated, Title SO, Chapter 9, in effect at the time of

submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

- I. Et has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department oflabor and Workforce Development and has attached a copy of such certificate to Chis Affidavit; or,
- it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro*s drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and Sinai], upon request, provide documentation of such program to the City.

Ecvce Ballard Construction LLC

Name of Bidder

Mike Boyce - Co-Owner
Printed Name and Title of Principal Officer

Signature by Principal Officer

Comic S. Karffenon

SIGNAND SUBMIT WITH BIDPACK Iran Divestment Act

By submission of this bid, each bidder and each person signing on hehaif any hidder cenifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created

Stant to T.C.A. § 12-12-106.

pursuant to T.C.A. 12-12-106.

Signature:Data: 12/12/2023

Titu: Co-Ownef

Non-Boycott of Israel

By submission of this hid, each htdåer and each person shining on behalf af arty bidder certifies agci ili the case of a joint bid each party thereto certifies as its own organization, under penalty of perjLity, that to the hest of its knowledge and he\ief that each supplier is not boycotting Israel pursuant to T.C.A.

§ 12-4-119, and will not hoycott Israel during the term of contract. This epplies to contracts of \$250.0 or Fiore and to contractors with ten (10) or rnor•e ernployees.

Signature: Date:

Title: FORM FOR CEfiTIF!CATE OF COMPLIANCE

WITH

TENNESSEE LICENSING LAW

12/12/2023

Th}s is to certify that the undersigned has fuily complic	ed with all requirements of Chapter 635, Pubfic. Acis
of and Chapter 164, Public Acts of 194?, of the Genera	l Assembly of the State of Tennessee, known as the
General Contractors Licensing Law. Certificate 67828	S *
was issued {o the undersigned on May 31	20 14 toy {he Stale Board of
Licensing General Contractors.	
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	Bo ce Ballard Constmction, LLC
	Also Some

Co-Owner

TITLE

August 25, 2023 2023 JOHNSON + BAILEY ARCHITECTS P.c. 0041 3

2222

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Skate Park and Pump Track Construction Contract

Department: Project Development

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Contract with New Line Skateparks FL, Inc. for the construction of a skate park and pump track to be located at Old Fort Park.

Staff Recommendation

Approve the contract with New Line Skateparks Fl, Inc.

Background Information

In 2021, a feasibility study was completed to assess the need for a skate park along with a pump track and potential locations for development of the facility. The study determined that Old Fort Park would serve as the best location for the City's first skate park.

New Line Skateparks FL, Inc. is the lowest responsible bidder. Included in the contract is a 5% owners' contingency. The allowance will allow unforeseen issues that arise to be resolved in an expedited manner allowing construction to stay on schedule.

Council Priorities Served

Establish strong City brand

The addition of a skate park will be and amenity for the City residents and add a facility to the Parks Department that will be well used.

Fiscal Impact

The expense, \$888,449 is funded by the Department's FY 24 operating budget.

Attachments

Construction Contract with New Line Skateparks FL, Inc.

SECTION 00 52 00 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Ag	greement is dated as of theday of in the year of 2024, by and between City
	rfreesboro ("Owner") and <u>New Line Skateparks FL, Inc., a corporation of the State of Florida</u> ractor").
Terms Condit	used in this Agreement have the meanings stated in the General Conditions and the Supplementary ions.
Owner	and Contractor hereby agree as follows:
ARTICL	LE 1—WORK
1.01	Contractor shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:
	Construction of a new Skatepark and Pump Track, sidewalk, and minimal landscaping located in Murfreesboro, TN.
ARTICL	LE 2—THE PROJECT
2.01	The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 above.
ARTICL	LE 3—ENGINEER
3.01	The Project has been designed by Griggs & Maloney, Inc.; P.O. Box 2968, Murfreesboro, Tennessee 37133.
3.02	The Owner has retained Griggs & Maloney, 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.
ARTICL	LE 4—CONTRACT TIMES
4.01	Time is 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

Project 226-208 00 52 00 - 1

Times commence to run as provided in Paragraph 4.01 of the General Conditions.

A. The work will be substantially complete within 150 days after the date when the Contract

4.03

Contract Times: Days

B. The Work shall be complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions the latter of 30 days after substantial completion.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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 \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5.01 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. All specific cash allowances, including an owner contingency in the amount of Forty-Two Thousand Three Hundred Dollars (\$42,300.00), are included in the lump sum price (5.01C) in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) is as follows:

\$888,449.00

(Figures)

Eight Hundred Eighty-Eight Thousand, Four Hundred Forty-Nine Dollars and No Cents (Words)

ARTICLE 6—PAYMENT PROCEDURES

6.01 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.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th 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.
 - 1. 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 the value of the Work completed (with the balance being retainage).
 - b. 95 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 200 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.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement, (pages 1 to 8, inclusive).

2. Bonds:

- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
- 3. General Conditions (pages 1 to 70, inclusive; Specification Section 00 72 00).
- 4. Supplementary Conditions (pages 1 to 33, inclusive; Specification Section 00 73 00, including all addenda).
- 5. Specifications as listed in the table of contents of the Project Manual, including all Appendices.
- 6. Drawings (not attached but incorporated by reference) consisting of 30 sheets with each sheet bearing the following general title: New Skate Park and Pump Track.
- 8. All Addenda.
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award
- 10. 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.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda.

- 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. 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.
- 8. 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.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. 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.

8.02 Contractor's Certifications

- A. 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 8.02:
 - 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:
 - "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.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary 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

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, moneys that may become due and moneys that are 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, 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 *Other*

Not Used

	HEREOF, Owner and Contractor have nt will be effective on		greement. ich is the Effective Date of the Contract)
Owner:		Contracto	or:
	City of Murfreesboro		Skateparks FL, Inc.
	or printed name of organization)		rped or printed name of organization)
Ву:	or printed name of organization,	By:	pea of printed name of organization,
,	(individual's signature)	,	(individual's signature)
Date:		Date:	
	(date signed)		(date signed)
Name:	Shane McFarland	Name:	Kyle Dion
	(typed or printed)		(typed or printed)
Title:	Mayor	Title:	Director
	(typed or printed)		(typed or printed) Entity] is a corporation, a partnership, or a e, attach evidence of authority to sign.)
City of Murfr 111 West Vir			Skateparks FL, Inc. Iarion Avenue Suite 1
Murfreesbor	o, TN 37130	Edgewate	er, FL 32132
	Representative:		ed Representative:
_	ig Tindall	Name:	Tony Misiano
	(typed or printed)		(typed or printed)
Title: City	[,] Manager	Title:	Director
Address:	(typed or printed)	Address:	(typed or printed)
111 West Vir	ne Street	137 W. M	arion Avenue Suite 1
Murfreesboro, TN 37130		Edgewater, FL 32132	
Phone: 61	15-849-2629	Phone:	604-530-1114
Email:		Email:	tony@newlineskateparks.com
	poration, attach evidence of authority to	License N	0.:
	a public body, attach evidence of		(where applicable)
-	n and resolution or other documents cution of this Agreement.)	State:	

END OF SECTION 00 52 00

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Murfreesboro Transit Center Change Order # 1

Department: Project Development Department

Presented by: Scott Elliott, Project Development Manager

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Change Order # 1 for the construction of the Murfreesboro Transit Center.

Staff Recommendation

Approve Change Order # 1 to the Construction contract with Rock City Construction.

Background Information

Change Order # 1 implements an Owner's construction contingency allowance to the contract with Rock City. The contingency allowance was considered and approved by Council on September 14th, 2023. This change order amends the contractor's agreement. The allowance will allow unforeseen issues that arise to be resolved in an expedited manner allowing construction to stay on schedule.

Council Priorities Served

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

The amount of the change order, \$700,000 can be accommodated within the project budget that is funded by multiple federal and state grants, including with local funds from the FY 21 CIP budget.

Attachments

Change Order # 1 to the contract with Rock City Construction Company.



Change Order

PROJECT: (Name and address) Murfreesboro Transit Center

324 New Salem Highway, Murfreesboro, TN 37129

OWNER: (Name and address) City of Murfreesboro 111 West Vine Street, Murfreesboro, TN 37130

CONTRACT INFORMATION:

Contract For: Murfreesboro Transit Center Construction

Date: 09/14/2023

ARCHITECT: (Name and address)

120 Brentwood Commons Way, Suite

HDR Engineering, Inc. 525, Brentwood, TN 37027 CHANGE ORDER INFORMATION:

Change Order Number: CO#001

Date: 01/09/2024

CONTRACTOR: (Name and address) Rock City Construction Company 1885 General George Patton Drive,

Franklin, TN 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits, Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The City of Murfreesboro Administration (the Owner) has advised us to include the Owner's construction contingency allowance in the existing contract amount. As detailed in the calculation below, this will establish and adjust the total construction contract sum. This addition is considered as Change Order #001 - Owner's construction contingency allowance. .

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be Tuesday, April 15, 2025 17,145,843.00 0.00 17.145.843.00 700,000.00 17,845,843.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HDR Engineering, Inc.	Rock City Construction Company	City of Murfreesboro
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE O. Neal Corbett, AIA, ACHA, LEED AP Vice President	SIGNATURE JOE HYKEN PROJECT MAN	SIGNATURE
PRINTED NAME AND TITLE 1/11/24	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

DocuSigned by: APPROVED AS TO FORM tdam 43.42.035F, 51F,940.0rney

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Low Voltage Cabling Work Order at 316 Robert Rose

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider a work order to install low voltage cabling work for 316 Robert Rose renovation.

Staff Recommendation

Approve work order for LanLink Communications.

Background Information

The project at 316 Robert Rose requires low voltage cabling as part of the building's renovation. This infrastructure supports network connectivity for security cameras, access control, and video needs. Equipment for meeting rooms, including TVs and video conferencing is included as well. This equipment is included to provide functional meeting rooms upon move-in.

Council Priorities Served

Responsible budgeting

Determining specific use cases for low voltage connectivity allows Water Resources to address core departmental needs while staying within the scope of a project budget.

Fiscal Impact

The expenditure, \$83,459.12, is within the project budget and is funded by Water Resources capital reserves.

Attachments

LanLink Work Order



Telephone and Datacom Service Pathway and Wiring Specifications

City of Murfreesboro
Job Name: Robert Rose
316 Robert Rose
Murfreesboro, TN
1.3.23 (Non-Plenum)

This Work Order is provided pursuant to the Agreement for Low Voltage and Fiber Optic Cabling dated February 17, 2023, by and between the City of Murfreesboro and Lanlink Communications, LLC (the MSA). All work provided in this Work Order shall be subject to the terms and conditions of the MSA, except to the extent otherwise stated herein.

Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has RCDD on full-time staff and installation will be completed by BICSI trained technicians. LanLink lead technical staff are all BISCI Level 2 installers.

- Data/WAP/Cameras cables shall total (98)
- Coax Cables (12)
- LanLink shall install all the CommScope cat 6a non-plenum cabling needed for a complete install.
- LanLink will install all the composite Access Control cables from 15 doors to 1st floor MDF or IDF.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- LanLink will provide 98-1', 10' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)
- LanLink will bond all equipment in the comm room to the buss bar provided by the GC to TIA 607 standard if available.
- LanLink will include mounting 26 owner provided Cameras.
- LanLink will terminate all the cabling in the existing Racks in the MDF and IDF.
- LanLink has included cleaning up the MDF and adding 1-12"x10' ladder tray.

Work Station

A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed.

Warranty

LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.

Exclusions

- LanLink has not included power poles.
- LanLink has not included any fire rated plywood.
- LanLink has not included any conduit.
- LanLink has not included any work with the existing cabling; not retesting or mapping of current network.
- LanLink has not included any sheetrock repair if needed.
- LanLink will need to work with the GC/EC for pathway to Gates for Access Control System, data drops and cameras.
- LanLink has not included any A/V systems per owner's request. If this scope is needed it can be added to the project at a later time.

Project Completion

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
 - 1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
 - 2. All system labels have been put in place.
 - 3. All construction debris and scrap materials have been removed from the premises.
 - 4. All marked up record drawings have been returned to the Engineer.
 - 5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
 - 6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
 - 7. The testing logs in electronic and hard copy have been forwarded to the Owner.
 - 8. As-Built Drawings with pathway and outlet label will be provided to the customer.

Testing

- A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

Section 2 – Payment Terms and Pricing

Invoices will be generated on project progressive billing based on rates provided in the MSA. Payment terms are Net 30. This proposal is based off an estimate of materials that will be needed for this project however, the Project Total will not be exceeded without further approval from the City.

Budget Cabling Total = \$83,459.12 (Plus Tax if applicable)

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section.

Authorized Signatu	re APPROVED AS TO FORM
Date	Docusigned by: Adam 7. Tucker
	Addin Tucker, City Attorney

Proposal is valid for 30 Days

No Items.

COUNCIL COMMUNICATION

Meeting Date: 01/25/2024

Item Title: Beer Permits

Department: Finance

Presented by: Jennifer Brown, City Recorder

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
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
					Ownership
Cloud		1604 Memorial	Off-		Change/Name
Market, LLC	Escobar	Blvd.	Premises	Grocery/Market	change

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 Proprietor Cloud Market, LLC

Name of BusinessEscobarBusiness Location1604 Mem

Business Location1604 Memorial Blvd.Type of BusinessGrocery/MarketType of Permit Applied ForOff-Premises

Type of Application:

New Location
Ownership Change X
Name Change X
Permit Type Change

Corporation
Partnership
LLC X
Sole Proprietor

5% or more Ownership

Name Yossf Farg-Habib

Age 23

Residency City/State

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.