

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**April 4, 2024**

**PRAYER**

Ms. Madelyn Scales Harris

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

STARS Award: April Pedigo

**Public Comment on Actionable Agenda Items**

**Consent Agenda**

1. FY23 and FY24 City Manager Approved Budget Amendments (Finance)
2. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development)
3. Asphalt Purchases Report (Water Resources)
4. First Amendment of Lime Contract (Water Resources)
5. Chemical Contract Amendments (Water Resources)

**Old Business**

Ordinance

Land Use Matters

6. Ordinance 22-OZ-48 Rezoning Property along Memorial Boulevard and Haynes Haven Lane (Planning)
  - a. First Reading: Ordinance 22-OZ-48

**New Business**

Land Use Matters

7. Sewer Allocation Variance- River Rock Boulevard – Commercial Development (Planning)

Resolution

8. Resolution 24-R-06 Application of Creation of the Sports Authority of Murfreesboro (Administration)

On Motion

9. Amended Town Creek Task Order 11 (Planning)
10. Rutherford Blvd. Adaptive Signal Control Technology Project Amendment No. 2 TDOT Contract (Transportation)
11. Task Order for Murfreesboro Metropolitan Planning Organization Prospectus (Transportation)
12. 2023-24 Sanitary Sewer Rehabilitation Change Order No. 1 (Water Resources)

**Board & Commission Appointments**

13. Cable TV Commission (Administration)

**Licensing**

14. Beer Permits (Finance)

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** FY23 and FY24 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Jennifer Brown, Finance Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

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

Facilities Maintenance

For a heater and any additional work needed to install it at the new fire truck storage warehouse. Move \$10,000 from Unforeseen Contingencies to Facilities Machinery & Equipment.

Fire

The quote for a Can-Am budgeted in CIP has come in over budget, the remainder of the cost will be paid for out of fixed assets. Move \$245 from Miscellaneous Expense to Transportation Equipment.

Golf

At the end of FY23 Golf purchased a range picker for Old Fort Golf Course. Moved \$4,000 from Bloomfield Machinery & Equipment to Old Fort Golf Machinery & Equipment. At the same time the supplies for the junior program event were paid out of Old Fort Golf, which was reimbursed by Bloomfield. Moved \$10,610.85 from Bloomfield Machinery & Equipment to Old Fort Golf Supplies for Resale – Golf Shop.

HR

To purchase 8 Surface Pro's, covers, cradle point device, keyboards, and to cover the annual cost of one hot spot for use with them for use during open enrollment and new employee orientations. Move \$12,977 from Community Engagement to Computer Equipment, \$408 from Community Engagement to Internet, and \$411 from Community Engagement to IT Supplies.

Police

For implementation cost for software for the Real Time Crime Center. Move \$175,320 from Machinery & Equipment to Computer Software Expense.

Street

For a replacement pump/motor for the brine machine. Move \$7,500 from Part-Time Regular Emp Wages to Machinery & Equipment.

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impact**

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

**Attachments**

Detailed Inter-Fund Budget Requests



... creating a better quality of life

**Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2024

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen Contingencies  
Amount \$10,000.00

Move funds to:

Org 10120009  
Object 594000  
Acct Name Machinery & Equipment

Explanation: For a heater and any additional work needed to install at the new fire truck storage warehouse.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jennifer Dion  
Department Head Signature

11/17/2023  
Date

Amanda DeRosia  
Reviewed by Finance

11/16/2023  
Date

|          |                                     |                    |                 |
|----------|-------------------------------------|--------------------|-----------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>11.20.23</u> |
| Declined | <input type="checkbox"/>            | City Manager       | Date            |

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



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2024

Move funds from:

Org 10211008  
Object 599900  
Acct Name Miscellaneous Expense  
Amount \$245.00

Move funds to:

Org 10211009  
Object 594100  
Acct Name Transportation Equipment

Explanation: The quote for a Can-Am budgeted in CIP has come in over budget, the remainder of the cost will be paid for out of fixed assets.

Mark McClary  
Department Head Signature

7-31-23  
Date

Amanda DeRosia  
Reviewed by Finance

08/03/2023  
Date

|          |                                     |                    |               |
|----------|-------------------------------------|--------------------|---------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8.3.23</u> |
| Declined | <input type="checkbox"/>            | City Manager       | Date          |

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



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2023

Move funds from:

Org 10414229  
Object 594000  
Acct Name Machinery & Equipment  
Amount \$4,000.00

Move funds to:

Org 10414209  
Object 594000  
Acct Name Machinery & Equipment

Explanation: To purchase a range picker for Old Fort Golf

Move funds from:

Org 10414229  
Object 594000  
Acct Name Machinery & Equipment  
Amount \$10,610.85

Move funds to:

Org 10414208  
Object 535003  
Acct Name Supplies for Resale - Golf Shop

Explanation: Supply merchandise for the junior program events is paid for out of Old Fort, this reimburses Old Fort for that expense

[Signature]  
Department Head Signature

6/14/23  
Date

Amanda DeRosia  
Reviewed by Finance

06/14/2023  
Date

|          |                                     |                    |                |
|----------|-------------------------------------|--------------------|----------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>6-14-23</u> |
| Declined | <input type="checkbox"/>            | City Manager       | Date           |

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



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### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2024

Move funds from:

Org 10118008  
Object 599930  
Acct Name Community Engagement  
Amount \$ 12,977.00

Move funds to:

Org 10118009  
Object 594702  
Acct Name Computer Equipment

Explanation: To purchase 8 Surface Pros, 8 Surface Pro covers, and a cradle point device for use during open enrollment new employee orientations.

Move funds from:

Org 10118008  
Object 599930  
Acct Name Community Engagement  
Amount \$ 408.00

Move funds to:

Org 10118008  
Object 524502  
Acct Name Internet

Explanation: To cover the annual cost of one hot spot for use with the new Surface Pros



**Inter-Fund Budget Amendment Request**

Move funds from:

Org 10118008

Object 599930

Acct Name Community Engagement

Amount \$ 411.00

Move funds to:

Org 10118008

Object 10118008-531200

Acct Name IT Supplies

Explanation: To purchase 8 keyboards for use with the Surface Pros.

J. Randolph Zilber  
Department Head Signature

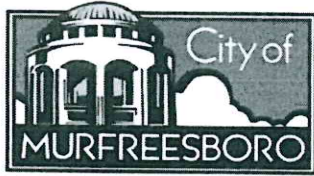
8/3/2023  
Date

Amanda DeRosia  
Reviewed by Finance

08/04/2023  
Date

|          |                                     |                    |               |
|----------|-------------------------------------|--------------------|---------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8-7-23</u> |
| Declined | <input type="checkbox"/>            | City Manager       | Date          |

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



T E N N E S S E E

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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2024

Move funds from:

Org 10210009  
Object 594000  
Acct Name Machinery & Equipment  
Amount \$175,320.00

Move funds to:

Org 10210009  
Object 594701  
Acct Name Computer Software Expense

Explanation: Implementation cost for software for the Real Time Crime Center.

[Signature]  
Department Head Signature

3-7-24  
Date

Amanda DeRosia  
Reviewed by Finance

03/08/2024  
Date

Approved

Declined

[Signature]  
City Manager

3-11-24  
Date

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



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

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

Budget Fiscal Year: 2024

Move funds from:

Org 10315007

Object 512100

Acct Name Part-Time Regular Emp Wages

Amount \$7,500.00

Move funds to:

Org 10315008

Object 526200

Acct Name Repair & Maint Other Mach & Equip

Explanation: For a replacement pump/motor for the brine machine.

[Signature]  
Department Head Signature

1/3/24  
Date

Amanda DeRosia  
Reviewed by Finance

01/03/2024  
Date

|          |                                     |                    |               |
|----------|-------------------------------------|--------------------|---------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>1-4-24</u> |
| Declined | <input type="checkbox"/>            | City Manager       | Date          |

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

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Robert Rose Administration Building Renovations Contingency Allowance Allocation

**Department:** Project Development Department

**Presented by:** Darren Gore, Assistant City Manager

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Report of Robert Rose Administration Building Renovations contract contingency allowance.

**Staff Recommendation**

The contingency report of use of the allowance is provided as information only.

**Background Information**

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Note that this work change directive no. 3 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

**Council Priorities Served**

*Improve Economic Development*

Relocating MWRD's administration allows the Department to address its current needs and affords the City the opportunity to redevelop the land in its current location, thereby improving the amenities to the downtown area.

**Fiscal Impact**

The amount of the increased expense, \$3,570, is accommodated in the contingency allowance with no change in the total contract amount of \$2,206,937.

**Attachments**

Change Control Log and Forms.

## CHANGE CONTROL FORM NO. 3

|  |                    |   |   |
|--|--------------------|---|---|
| <b>Date Issued:</b>  | March 15, 2024     | <b>Project:</b>   | MWRD -Admin Office Renovation           |
| <b>Project No.:</b>  | ITB-13-2024        | <b>Contractor:</b>  | Rock City Construction Company, LLC     |
| <b>This Document is a:</b> <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request   |                    |   |   |
| <b>Description of Change</b> ( <i>attach necessary supporting documentation</i> ): <b>ADD PCOs (9,33,46,54). Deduct \$3,569.72 from the Owner's Contingency leaving \$96,430.28 remaining in the Contingency allowance.</b>  |                    |   |   |
| <b>Initiated By:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative  |                    |   |   |
| <b>Drawing(s) Reference:</b> N/A   |                    | <b>Spec. Reference:</b> N/A                                       |   |
| <b>RFI Reference:</b> N/A  |                    | <b>Date of RFI:</b> N/A   |   |
| <b>Attachments:</b> Change Control Log   |                    |   |   |
| <b>REQUEST FOR PROPOSAL/CHANGE REQUEST</b>   |                    |   |   |
| We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:   |                    |   |   |
| <input checked="" type="checkbox"/> No Change in Contract Amount is Required   |                    | <input type="checkbox"/> A Change in Contract Amount is Required: |   |
| <input checked="" type="checkbox"/> No Change in Contract Time is required   |                    | <input type="checkbox"/> A Change in Contract Time is Required:   |   |
| <b>WORK CHANGE DIRECTIVE</b>   |                    |   |   |
| You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.   |                    |   |   |
| <b>FIELD ORDER</b>   |                    |   |   |
| This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work. |                    |   |   |
| <b>AUTHORIZING SIGNATURES</b>  |                    |   |   |
| <b>Architect:</b>  | <b>CONTRACTOR:</b> | <b>OWNER:</b>   | <b>RESIDENT PROJECT REPRESENTATIVE:</b> |
| _____  | _____              | _____   | _____                                   |
| _____  | _____              | _____   | _____                                   |
| (print name)   | (print name)       | (print name)  | (print name)                            |
| Date: _____  | Date: _____        | Date: _____   | Date: _____                             |

### CHANGE CONTROL LOG

**Owner:** City of Murfreesboro  
**Project Name:** MWRD-316 Robert Rose Office Renovation  
**Contract No.:** ITB-13-2024  
**Arch/Eng:** KDG  
**Contractor:** Rock City Construction Company, LLC

|   |                 |
|---|-----------------|
| <b>Original Contract Amount:</b>              | \$ 2,084,256.00 |
| <b>Adjusted Contract Amount:</b>              | \$ 2,206,937.10 |
| <b>Contingency Allowance Amount:</b>          | \$ 100,000.00   |
| <b>Adjusted Contingency Allowance Amount:</b> | \$ 96,430.28    |
| <b>Tracked Against Contract Total:</b>        | \$ 2,110,506.82 |

| CCF No.       | Bried Description of Change Item               | Change Type | Initial By | Status (Approved/<br>Pending/ Rejected) | Approved By: | Date From/ To<br>Contractor | Date Submitted to<br>Owner | Date Approved/<br>Rejected by Owner | Contract Time<br>Extension (days) | Add/ Deduct (+/-) from<br>Allowance | Cumulative Add/ Deduct<br>(+/-) from contract | Adjusted Contingency<br>Amount |
|---------------|--|-------------|------------|---|--------------|-----------------------------|----------------------------|-------------------------------------|-----------------------------------|-------------------------------------|---|--------------------------------|
| 1             | Change order # 1 (structural additions)        | WCD         | OWNER      | APPROVED                                | Council      | 2/9/2024                    | 2/9/2024                   | 3/8/2024                            | 35                                | \$ -                                | \$ 49,992.71                                  | \$ 100,000.00                  |
| 2             | Change Order # 2 ( ASI #1 Critical path items) | WCD         | OWNER      | APPROVED                                | Council      | 2/29/2024                   | 2/29/2024                  | 3/8/2024                            | 0                                 | \$ -                                | \$ 72,688.39                                  | \$ 100,000.00                  |
| 3             | PCOs (9,33,46,54)                              | WCD         | OWNER      | APPROVED                                | Darren Gore  | 1/2/2024                    | 3/13/2024                  | 3/15/2024                           | 0                                 | \$ (3,569.72)                       |   | \$ 96,430.28                   |
| 4             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 5             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 6             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 7             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 8             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 9             |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 10            |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 11            |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 12            |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| 13            |  |             |            |   |              |                             |                            |                                     |                                   |                                     |   |                                |
| <b>Totals</b> |  |             |            |   |              |                             |                            |                                     | <b>35</b>                         | <b>\$ (3,569.72)</b>                | <b>\$ 122,681.10</b>                          | <b>\$ 96,430.28</b>            |

A Contract Times  
 Extension Requires  
 City Council Approval

Abbreviations  
 RFP = REQUEST FOR PROPOSAL  
 FO = FIELD ORDER  
 WCD = WORK CHANGE DIRECTIVE  
 CCR = CONTRACTOR CHANGE REQUEST

Owner CO's

| OCO #         | Approved CO's              |  |                   |                  |   |                |                     |          |
|---------------|----------------------------|--|-------------------|------------------|---|----------------|---------------------|----------|
|               | Description                | Source   | Date Initiated    | Received Updates | Change Origin   | Change amount  | W/ OH&P             | Approved |
| <b>OCO #1</b> | <b>Structural Design</b>   | <b>Structural Documents</b>  | <b>11/14/2023</b> | <b>1/31/2024</b> | <b>Structural Updates</b>                               | <b>Total</b>   | <b>\$ 49,992.71</b> |          |
| 1             | Bid Documents              |  |                   |                  | Anex Space Structural Design (Columns, Piles & Beams)   | \$ (27,953.78) | \$ (27,953.78)      |          |
| 1             | Revised Structural Jan '24 |  |                   |                  | Anex Space Structural Proprietary System & Redesign     | \$ 31,700.00   | \$ 36,455.00        |          |
| 1             | Bid Documents              |  |                   |                  | Filing Cabinet Supports                                 | \$ (10,000.00) | \$ (10,000.00)      |          |
| 1             | Revised Structural Jan '24 |  |                   |                  | Filing Cabinet Supports Proprietary System              | \$ 28,100.00   | \$ 32,315.00        |          |
| 1             | Bid Documents              |  |                   |                  | Shared Work Space (Beams & Stl Columns)                 | \$ (3,379.00)  | \$ (3,379.00)       |          |
| 1             | Revised Structural Jan '24 |  |                   |                  | Shared Work Space (Beams & Stl Cols) Proprietary System | \$ 17,250.00   | \$ 19,837.50        |          |
| 1             | Revised Structural Jan '24 |  |                   |                  | Dumbwaiter Area Structural Updates                      | \$ 2,363.47    | \$ 2,717.99         |          |
|               |                            |  |                   |                  |   |                |                     |          |
| <b>OCO #2</b> |                            | <b>Plumbing, Electrical Updates &amp; Pneumatic Tube Trench Detail</b> |                   |                  |   | <b>Total</b>   | <b>\$ 72,688.39</b> |          |
| 2             | Plumbing Fixtures          | Plumbing Schedule (P1.2B)  | 11/14/2023        | 11/27/2023       | RFI #1 - Fixtures not quantified in Plumbing Dwgs.      | \$ 28,000.00   | \$ 30,800.00        |          |
| 2             | 2x2 LED in offices         | Arch & Elec drawings (A3.02)   | 1/23/2024         | 1/30/2024        | Added 2x2 led lights in front reception areas           | \$ 750.00      | \$ 825.00           |          |
| 2             | Accent Tile Wall Lights    | Arch & Elec drawings (A3.02)   |                   | 2/13/2024        | Added accent tile in lobby, added switch                | \$ 1,766.00    | \$ 1,942.60         |          |
| 2             | Relocate (2) cameras       |  |                   | 1/31/2024        | Relocate (2) cameras located in cashiers office         | \$ 737.00      | \$ 810.70           |          |
| 2             | Add (6) cameras            |  |                   |                  |   | \$ 1,566.00    | \$ 1,722.60         |          |
| 2             | Enlarged Trench Detail     | BankPak Trench requirements  | 1/26/2024         |                  |   | \$ 3,705.00    | \$ 4,075.50         |          |
|               |                            |  |                   |                  |   |                |                     |          |
| 13            | ASI #1 & 1-A updates       | A8.00  | 1/2/2024          | 1/30/2024        | Interior painting C-1 added trim and millwork           | \$ 16,877.00   | \$ 18,564.70        |          |
| 35            | Vector Fire Alarm items    | Fire Alarm   | 1/5/2024          | 2/6/2024         | (15) Flexible conduits and boxes for FA devices         | \$ 4,629.00    | 5091.9              |          |
| 36            | Vector Fire Alarm items    | Fire Alarm   | 1/5/2024          | 2/6/2024         | Drywall patching  | \$ 8,050.35    | 8855.385            |          |

Total OCO 's

\$ 122,681.10

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Asphalt Purchases Report  
**Department:** Water Resources  
**Presented by:** Darren Gore, Assistant City Manager

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

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**Summary**

Report of asphalt purchases.

**Staff Recommendation**

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

**Background Information**

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

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

**Council Priorities Served**

*Responsible budgeting*

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provide the best pricing for the Department.

**Fiscal Impacts**

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY24 operating budget.

**Attachments**

Asphalt Purchases Report



**OPERATIONS & MAINTENANCE  
ASPHALT QUOTES | FY 2024**

|     | Wire Grass Const Co. |                | Hawkins       |                | Vulcan        |                | Notes                          |
|-----|----------------------|----------------|---------------|----------------|---------------|----------------|--------------------------------|
|     | <i>Binder</i>        | <i>Topping</i> | <i>Binder</i> | <i>Topping</i> | <i>Binder</i> | <i>Topping</i> |                                |
| Jul | \$73.05              | \$85.54        | \$77.82       | \$84.45        | \$72.00       | \$83.50        |                                |
| Aug | \$72.71              | \$85.11        | \$77.38       | \$83.85        | \$72.00       | \$83.50        |                                |
| Sep | \$72.63              | \$85.01        | \$77.38       | \$83.85        | \$72.00       | \$83.50        |                                |
| Oct | \$72.63              | \$85.01        | \$77.38       | \$83.85        | \$72.00       | \$83.50        |                                |
| Nov | \$72.63              | \$85.01        | \$77.38       | \$83.85        | \$72.00       | \$83.50        |                                |
| Dec | \$72.63              | \$85.01        | \$77.38       | \$83.85        | \$72.00       | \$83.50        |                                |
| Jan | \$72.63              | \$85.01        | \$77.38       | \$83.35        | \$72.00       | \$83.50        |                                |
| Feb | \$77.48              | \$86.82        |               |                | \$72.00       | \$83.50        | Hawkins Closed till March 2024 |
| Mar |                      |                |               |                |               |                |                                |
| Apr |                      |                |               |                |               |                |                                |
| May |                      |                |               |                |               |                |                                |
| Jun |                      |                |               |                |               |                |                                |



# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** First Amendment of Lime Contract

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider the First Amendment to Carmeuse Lime & Stone, Inc. contract for calcium oxide (lime).

**Staff Recommendation**

Approve First Amendment with Carmeuse Lime & Stone, Inc. The Water Resources Board approved this matter on March 26, 2024.

**Background Information**

The water treatment plant uses calcium oxide (lime) to soften water in the softening process during the treatment process. The MWRD currently has a contract with Carmeuse Lime & Stone, Inc. Carmeuse Lime & Stone, Inc. has requested that due to significant increases in raw materials and transportation costs, it needs to update pricing on this amendment. The First Amendment will be from June 16, 2024, until June 30, 2025. The current pricing is \$0.18639 per pound and would increase to \$0.20596 per pound if approved. The estimated total pounds for FY25 are 2,485,920. The estimated annual cost due to the increase is \$49,000.

**Council Priorities Served**

*Responsible Budgeting*

Establishing annual chemical commodity contracts mitigates pricing fluctuations and allows for more predictable forecasting of expenses.

**Fiscal Impact**

The estimated annual expense, or \$512,000 (an increase of \$49,000 from FY24), will be reflected in the MWRD's FY25 operating budget.

**Attachments**

First Amendment of Lime Contract

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
CARMEUSE LIME & STONE, INC.**

This First Amendment (“First Amendment”) to the Contract, entered into June 16, 2023 (“Contract”), is effective as of \_\_\_\_\_, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Carmeuse Lime & Stone, a corporation of the State of Tennessee (“Contractor”).

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City’s Water Resources Department, specifically Calcium Oxide at a price of \$0.18639 per pound; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 16, 2023 to June 15, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

WHEREAS, the parties desire to modify the price of the chemical to be purchased by the City during this annual extension of the Contract:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on June 16, 2024 and end on June 30, 2025.

NOW THEREFORE, the City and Contractor mutually agree to modify section 1.a. of the Agreement dated June 16, 2023 as follows:

1. Contractor shall provide and City shall purchase the materials based on Contractor’s Proposal and Price Proposal and the specifications set forth in “ITB-55-2023 – Chemicals for Water Resources.” For the annual term to run June 16, 2024 through June 30, 2025, the price of materials purchased by the City pursuant to the Contract shall be based upon the price in Price Quote 10021186 dated February 28, 2024.
  - a. HiCal QL # 10 x 0” bulk \$411.92/ton

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

By: \_\_\_\_\_  
**Shane McFarland, Mayor**

**Approved as to form:**

DocuSigned by:  
*Adam Tucker*  
\_\_\_\_\_  
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**Adam F. Tucker, City Attorney**

**CARMEUSE LIME & STONE, INC.:**

DocuSigned by:  
*Jonathan Bright*  
By: \_\_\_\_\_  
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**Jonathan Bright, VP, Finance**

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

**Item Title:** Chemical Contract Amendments

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

**Summary**

Consider the amendments to chemical contracts for use at the Stones River Water Treatment Plant.

**Staff Recommendation**

Approve contract amendments for chemicals from the vendors in the table below. The Water Resources Board approved this matter on March 26, 2024.

**Background Information**

The water treatment plant has twelve chemicals on contract for use during the treatment process. These twelve chemicals are provided by seven different vendors. Six of the vendors have agreed to extend their contracts at the existing costs through June 30, 2025. This covers eleven of the twelve chemicals used.

| Company Name                | Chemical                      | Unit Price  | Estimated Annual Expense |
|-----------------------------|-------------------------------|-------------|--------------------------|
| Brenntag Mid-South, Inc     | Sodium Carbonate              | \$0.31/lb   | \$14,000                 |
| Brenntag Mid-South, Inc.    | Sodium Chloride               | \$0.21/lb   | \$90,000                 |
| Brenntag Mid-South, Inc     | Sodium Hydroxide              | \$0.205/lb  | \$6,000                  |
| Chemtrade Chemicals US, LLC | Polyaluminum Hydroxychloride  | \$0.3945/lb | \$60,000                 |
| Hawkins, Inc                | Phosphate                     | \$1.325/lb  | \$175,000                |
| Hawkins, Inc                | Sodium Permanganate           | \$1.19/lb   | \$375,000                |
| Polydyne, Inc               | Polyelectrolyte Coagulant Aid | \$1.27/lb   | \$95,000                 |
| Southeastern Tank, Inc      | Calcium Thiosulfate           | \$0.5049/lb | \$3,000                  |
| Southeastern Tank, Inc      | Hydrogen Peroxide 25%         | \$0.4400/lb | \$55,000                 |
| Univar Solutions USA, Inc   | Citric Acid                   | \$1.20/lb   | \$27,000                 |
| Univar Solutions USA, Inc   | Fluorosilicic Acid            | \$0.26/lb   | \$24,000                 |

**Council Priorities Served**

*Responsible Budgeting*

Establishing annual chemical commodity contracts mitigates pricing fluctuations and allows for more predictable forecasting of expenses.

**Fiscal Impact**

The estimated annual expense for these unit priced chemical purchases, as tabulated above, will be reflected in the MWRD's FY25 operating budget.

**Attachments**

Chemical Contract Amendments

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
BRENNTAG MID-SOUTH, INC.**

This First Amendment ("First Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Brenntag Mid-South, Inc., a corporation of the State of Kentucky authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Sodium Carbonate (Soda Ash) \$0.31/lb; Sodium Chloride \$0.21/lb; and Sodium Hydroxide \$0.205/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 16, 2023 to June 15, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on June 16, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**BRENNTAG MID-SOUTH, INC.:**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By:  \_\_\_\_\_  
Ray Sibbit, Director of Mini  
Bulk/Municipal Development

**Approved as to form:**

DocuSigned by:  
  
\_\_\_\_\_  
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**Adam F. Tucker, City Attorney**



**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
CHEMTRADE CHEMICAL US, LLC**

This First Amendment ("First Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Chemtrade Chemical US, LLC, a limited liability corporation of the State of Delaware authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Polyaluminum Hydroxychloride \$0.3945/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 16, 2023 to June 15, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on June 16, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**CHEMTRADE CHEMICAL US, LLC**

By: \_\_\_\_\_  
Shane McFarland, Mayor

DocuSigned by:  
By: Parul Kachhia-Patel  
162E3065317A46E...  
Parul Kachhia-Patel, Marketing Specialist

**Approved as to form:**

DocuSigned by:  
Adam Tucker  
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Adam F. Tucker, City Attorney

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
HAWKINS INC.**

This First Amendment ("First Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Hawkins Inc., a corporation of the State of Minnesota and authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on July 13, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Phosphate 70/30 Carus 8600 \$1.325/lb, and Sodium Permanganate Carus \$1.19/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 13, 2023 to July 12, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 13, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**HAWKINS INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

DocuSigned by:  
*Doug Lange*  
By: \_\_\_\_\_  
Douglas Lange, Vice President - WTG

**Approved as to form:**

DocuSigned by:  
*Adam Tucker*  
\_\_\_\_\_  
Adam F. Tucker, City Attorney

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
POLYDYNE, INC.**

This First Amendment ("First Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Polydyne, Inc., a corporation of the State of Delaware ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Polyelectrolyte Coagulant Aid \$1.27/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 16, 2023 to June 15, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

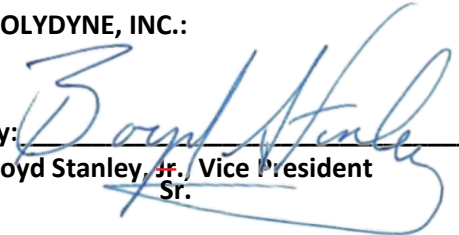
NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on June 16, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**POLYDYNE, INC.:**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By:   
Boyd Stanley, Jr., Vice President  
Sr.

**Approved as to form:**

DocuSigned by:  
  
\_\_\_\_\_  
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**Adam F. Tucker, City Attorney**

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
SOUTHEASTERN TANK INC. D/B/A SOLUTIONS BY SET**

This First Amendment ("First Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Southeastern Tank Inc. d/b/a Solutions by SET, a corporation of the State of Tennessee ("Contractor").

**RECITALS**

WHEREAS, on July 13, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Calcium Thiosulfate \$0.5049/lb, and Hydrogen Peroxide \$0.4400/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 13, 2023 to July 12, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 13, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**SOUTHEASTERN TANK INC. D/B/A  
SOLUTIONS BY SET**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: Jason McGee  
Jason McGee, Business Development  
Director

**Approved as to form:**

DocuSigned by:  
Adam Tucker  
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Adam F. Tucker, City Attorney

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
UNIVAR SOLUTIONS USA, INC.**

This First Amendment ("First Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Univar Solutions USA, Inc., a corporation of the State of Washington ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Citric Acid \$1.20/lb, and Fluorosilicic Acid \$0.26/lb; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 16, 2023 to June 15, 2024; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract; and

WHEREAS, pursuant to section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on June 16, 2024 and end on June 30, 2025.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

**CITY OF MURFREESBORO**

**UNIVAR SOLUTIONS USA, INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

DocuSigned by:  
By: Shawnasey McCarthy  
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Shawnasey McCarthy, Municipal  
Commercial Manager

**Approved as to form:**

DocuSigned by:  
Adam Tucker  
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Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Rezoning property along Memorial Blvd. and Haynes Haven Lane  
[First Reading]

**Department:** Planning

**Presented by:** Brad Barbee, Principal Planner

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Rezone approximately 22 acres located at the northwest corner of Memorial Boulevard and Haynes Haven Lane.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

**Background Information**

AdamsPlace, LLC presented a zoning application [2022-420] for approximately 22 acres located at the northwest corner of Memorial Boulevard and Haynes Haven Lane to be zoned PUD (Planned Unit District), including rezoning approximately 5.4 acres to be rezoned from RS-15 (Single-Family Residential District 15) to PUD and amending the existing PUD zoning on approximately 16.6 acres. During its regular meeting on September 7, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action. At its regular meeting on December 7, 2022, the Planning Commission considered this item under Old Business and then voted to recommend its approval.

On January 19, 2023, Council held a public hearing and then voted to defer action on the first reading. The applicant has requested that the application be placed back on the Council’s agenda for consideration on first reading. No changes to the plan have been made in the interim.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable the expansion of an existing senior housing development, allowing additional inventory of housing options for seniors as Murfreesboro grows.

**Attachments:**

1. Ordinance 22-OZ-48
2. Maps of the area

3. Planning Commission staff comments from 09/07/2022 meeting
4. Planning Commission minutes from 09/07/2022 meeting
5. Planning Commission minutes from 12/07/2022 meeting
6. AdamsPlace PUD pattern book
7. Other miscellaneous exhibits

3.12.2024

Greg McKnight, Executive Director of Development Services  
111 W. Vine Street, P.O. Box 1139  
Murfreesboro, TN 37133-1139

Re: Supplemental Submission Letter for Adams Place – Senior Living Community – PRD Rezoning

Dear Mr. McKnight,

As you know from our discussions and our submission yesterday, we are requesting that the Adams Place PRD be placed on the City Council agenda for March 21, 2024. I am providing this letter as a supplement to the submissions we made yesterday and as an opportunity to summarize the previous process with this PRD and address some of the questions raised.

The Adams Place PRD was recommended for approval by the Murfreesboro Planning Commission in August of 2023 and was deferred after the City Council public hearing in January of 2023. There have been no changes to the proposed development that we presented in January of 2023.

After consideration and an evaluation of reasonable options, the NHC executive team believes the plan presented to the City Council in January, 2023, and presented again now, is the best plan for the Adams Place residents, NHC, and the City of Murfreesboro. As you know, the NHC Adams Place campus has been an important and popular asset in Murfreesboro since it opened. With the general population growth in Murfreesboro and the increase in lifespans in the United States at-large, the need for expansion is significant. The number of individuals that fall within a “seniors” category continues to climb nationally. The health and longevity of this age group is improving, which is causing an increasing demand on “active aging” living options. NHC wants to meet that need in Murfreesboro and is ready to move the project forward.

The goal of the proposed expansion is to include “active aging” on the Adams Place campus and allow for the residents to “age in place.” Starting at age 55, residents can live on the Adams Place campus for the rest of their lives with minimal disruption -even as their physical and medical needs change.

Change is inevitable. Adams Place consistently has had to embrace change due to the age of the residents and the nature of the services they offer. It has been over a year since we last presented our project before the City Council. Over the course of the last year, multiple residents who lived on the property during the previous City Council meeting are no longer at Adams Place. New residents who have moved into Adams Place over the last year have been made aware of the potential facility expansion and the associated construction. The management team has been working closely with both the new and existing residents in preparation for the potential changes. This past year has been valuable for providing communication and raising awareness regarding the proposed facility expansion. In addition to changes in the residential community at Adams Place, the need for senior services has continued to grow in the City of Murfreesboro. The request for the active living units has gained momentum within the extended Adams Place community. At the time of our presentation to City Council, the interest list for the active living units was approximately 27 people. The interest list has continued to increase, as has the concept of “aging in place.” The team believes that embracing this philosophy (at this location) provides new residential opportunities within the boundaries of an established and secure environment.



During the City Council meeting in January, 2023, City Council members asked several questions that I would like to address. One matter raised was why NHC would choose to deviate from the 1994 PUD and change the business model when it is so popular and has an existing wait list. As an initial matter, the proposed PUD actually decreases the number of units and thus the impact on the property. The original PUD allows for an additional 90 units, while the proposed expansion plan only requests an additional 53 units. Moreover, the original PUD would essentially be an expansion of what is already on the Adams Place campus. Changes in demographics over the last 30 years requires us to adjust our offerings to make our campus more relevant to the current demand. The reason for the reduction in both units and overall density is to meet these needs and diversify the lifestyle options, as well as providing additional outdoor living opportunities. The open lawn area at the southeast corner of the property (the proposed site for the active living units) is visually appealing but lacks any formal programming for the residents. The new development will provide multiple green spaces of various sizes designed for a wide variety of outdoor activities. The new green spaces will be designed specifically to enhance the quality of life for the current and future residents while providing beautiful visual appeal. The management team is excited to see the new lawns, gardens, and patio areas bring additional social and health benefits to the residents.

Also notable is that the disruption that will occur with the facility expansion as proposed would be similar whether the 1994 plan is implemented or the current proposal is constructed. Reducing the expansion from 90 units to 53 units will result in fewer residents on the property which implies fewer cars and less traffic. The option not to move forward due to disruption, traffic, or simply change, does not meet the growing needs for seniors at Adams Place or the City of Murfreesboro.

After research, we are confident that there was no commitment made in 1994 not to develop the RS-15 lots along Haynes Haven in the future. On the contrary, all property, including this Adams Place campus, is subject to a request for rezoning or a PUD amendment at any time. The decisions made 30 years ago were based upon and subject to the facts as they existed at that time. Both the facts and Murfreesboro's needs have changed and so NHC has adjusted the PUD to meet these changes. To the extent there were questions about flooding, this property has not been subject to disruptive or destructive flooding. Moreover, the civil engineering and hydrology calculations completed as part of the construction plans will address all water issues, as required by the City Zoning Ordinance.

The proposed facility expansion will make Adams Place even better with the hope of meeting a broader base of needs while enhancing the living experience of the current residents.

The Adams Place management team and the consulting team will be hosting an internal community meeting for the Adams Place residents in the next week prior to our presentation to the Murfreesboro City Council on March 21, 2024.

Please let me know if you have any questions regarding our next step in this rezoning effort. I can be reached at Huddleston-Steele Engineering at 615.893.4084 or on my cell phone at 615.509.5930.

Sincerely,



Clyde Rountree

Planner

Huddleston-Steele, Engineering, INC.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 7, 2022**

**PRINCIPAL PLANNER: MARGARET ANN GREEN**

- 4.b. Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant.**

**Introduction**

The subject property is located along the west side of Memorial Boulevard, north of Hanes Haven Lane (Tax Map 080 Group 053.01). The property consists of 22 acres and is zoned PUD (Planned Unit District) and RS-15 (Single-Family Residential District). The RS-15 properties are platted with the Haynes Haven Estates Section I single-family, subdivision. The properties to the north are zoned CH and developed with a grocery store, shopping center, restaurants, and bank. The properties to the west and south are zoned RS-15 and are an established single-family, residential communities (Haynes Haven). Across Memorial Boulevard, to the east, is Walmart (CH) and the Murfreesboro Municipal airport (RS-15).

**AdamsPlace Originally approved PUD & amendment:**

National HealthCare Corporation (NHC) owns the property and currently operates a facility with 89-apartment residential units, a 23-room Memory Care Center, and a 90-bed Health Care Center with nursing and rehabilitation.

The property was rezoned from RM-12 and CH to PUD in 1995 (file 1994-418). The PUD was subsequently amended in 1999 (file 99-437) and again in 2001 (file 2001-420).

**1994 PUD rezone [file 1994-418]:**

The City of Murfreesboro approved a zoning map amendment on March 30, 1995, for NHC to rezone property from RM-12 and CH to PUD (effective date April 14, 1995). NHC proposed a “continued care retirement community” that is targeted to ages 65 and up with a development plan broken into four phases:

- Phase I – 40 Nursing Home beds and 84 Assisted Living Units
- Phase II – 60 Nursing Home Beds
- Phase III – 90 Independent Living Units
- Phase IV – 90 Independent Living Units

The plan included 59 parking spaces, two access drives and restrictions on access. All landscaping and berm placement was required to be done with Phase I with a 40-foot

setback from the curb.

The PUD ordinance [Ordinance 94-0-55] was approved subject to six additional terms and provisions. They are as follows:

- 1) Five residential lots along and fronting Haynes Haven Lane;
- 2) Allow one access road on Lot #3 from Haynes Haven Lane to this development; that this road be gated and only residents with cards will have access (this includes that no staff will have access);
- 3) A traffic light will be installed at the major entrance to this development across from Airport Road and this be installed by the developer subject to approval by the state;
- 4) The landscaping and buffering shown on preliminary diagram will be on the RS-15 lots basically as shown and approved by the Planning Department and Planning Commission;
- 5) The service entrance off Memorial Boulevard will be used for all service vehicles and for construction vehicles;
- 6) Allow no more than 25 parking spaces on Lot #4 only, if Phase IV of this project is developed.

During the discussion of this project, the representative of the applicant stated that the main purpose of the request was to downgrade the present zoning into a PUD. The applicant agreed to keep the five residential lots fronting along Haynes Haven Lane (Lots 1 through 5) zoned RS-15. The Planning Commission made no findings as to the existence or validity of any restrictive covenants on a portion of the proposed development.

**1999 PUD amendment [file 1999-437]:**

In December of 1999, the Planning Department presented an amendment to the PUD conditions of approval for Adams Place Continuing Care Retirement Community to the Planning Commission. This PUD amendment requested by staff was the removal of the condition of approval that required the access drive onto Haynes Haven Lane be gated and that only residents with cards have access. At that time, the Planning Commission determined that the Adams Place development is a model for low-impact land use in terms of traffic and residential compatibility. The amount of traffic from both residents and employees had been determined to be very minor.

On January 5, 2000, the Murfreesboro Planning Commission considered the matter and after a public hearing recommended that the access restriction be loosened to allow four "cards" per resident at Adams Place to allow family members, friends, and care givers to utilize the access onto Haynes Haven Lane. The Murfreesboro City Council later agreed and amended the PUD Ordinance [Ordinance 01-O-57] on May 11, 2000 (effective May 26, 2000). The amendment condition was changed from only residents with card have

access to allowing an additional care to a family member or a caregiver if the resident does not drive.

**1999 PUD amendment [file 2001-420]:**

In October of 2001, an ordinance became effective that amended the Zoning Map for the Adams Place Continuing Care Retirement Community PUD to allow construction of a 4,888 square foot administrative office building accessory. This amendment did not result in any additional employees at the campus, with no additional traffic generated as a result of the modification. This amendment provided for additional covered parking.

**2022 Proposed Adams Place 2022 PUD rezone & amendment:**

The PUD application currently before the Planning Commission is to expand the limits of the campus into the RS-15 properties and to replace some of the existing landscaping in the PUD with rental dwelling units and associated site elements. The proposed plan will allow 53 additional multi-family residential dwelling units, with three apartment style structures along Memorial Boulevard and eight two-story structures along Haynes Haven Drive.

The two-story structures will house 15 additional dwelling units and the three-story structure will provide 38 dwelling units. The existing campus is geared toward ages 65 and up; the proposed dwellings are age restricted to 55 year or older. Adams Place believes that the change will offer an opportunity to diversify the demographics of the campus. The 53 additional dwelling units will have access to the amenities of the main campus and the addition will add an amenity center building with fitness center, art studio, grilling area and covered porch, dog park and patio.

The applicants have stated that they wish for the proposed structures to have a similar architectural language as the existing campus. The red brick will match the existing campus and consistent architectural elements are being utilized (similar eaves, gas lamps, and arch detailing).

The three-story apartments will have an internal trash collection room which will be serviced by the facility. The two-story units will have poly carts which will be picked up weekly. According to the PUD, the plan will not be divided into multiple phases.

**Streetscape along Haynes Haven Lane:**

The applicants are requesting a 50 percent reduction to the minimum building setback along Haynes Haven Lane. To offset the setback incompatibility, the applicants propose to construct a berm along Haynes Haven Lane. The berm is proposed to be 3-feet higher than the street elevation.

**Transportation, Parking and Access:**

Memorial Boulevard is a major arterial and state highway. A signal is located at the entrance to Adams Place onto Memorial Boulevard. Haynes Haven lane is a local

residential street and is restricted as a secondary access location for Adams Place. Similar to the conditions in the original PUD, staff suggests the service entrance off Memorial Boulevard be used for all service and construction vehicles.

The site layout and building design will be required to accommodate Emergency Services personnel regarding unit numbering, first responder access, and circulation.

### **Exceptions**

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

### **The requested exceptions are listed on sheet 26 as follows:**

1. To reduce the minimum required front building setback along Haynes Haven Lane from 40-feet to 20-feet.
2. To reduce the required parking for multi-family residential uses as required in the Zoning Ordinance: *For each dwelling unit with 1 bedroom, 1.5 spaces shall be provided b. For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.* The Landscape Architect proposes to provide parking at a rate of 1 space per 1 bedroom.
3. To increase the Maximum Building Height by 6-feet 6-inches.

### **Exceptions to the Terms and Provisions included with the original PUD:**

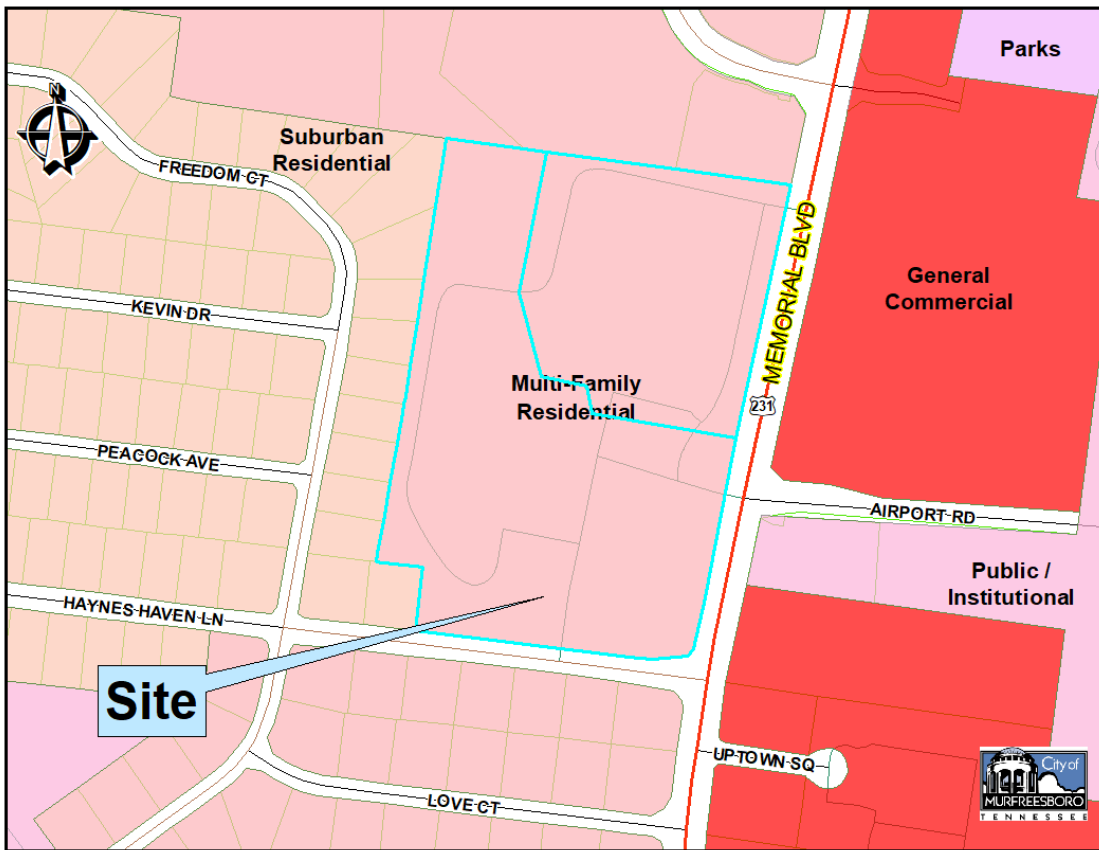
1. To allow the 5 residential lots along and fronting Haynes Haven Lane be developed;
2. To modify the landscaping and buffering on the RS-15 lots as approved with the original PUD;
3. To remove the requirement that allows no more than 25 parking spaces on Lot #4 only, if Phase IV of this project is developed.

## **Future Land Use Map**

The proposed *Murfreesboro 2035 Future Land Use Map* indicates that Multi-Family Character (MF) is most appropriate for the subject property. If the property develops as proposed within the PRD program book, then it will be consistent with the MF character.

This designation provides opportunities for higher density residential uses such as triplexes, quadplexes, and multiple-family housing. With the higher density provided with multi-family, there is also the requirement to provide on-site amenities and open space designed for public activities. Development Types could include High density residential that could allow for rental or condominium (fee simple ownership) opportunities.

## **Proposed Future Land Use Map**



Characteristics of the MF include:

- Designated recreational areas, often with pool house and pool, as well as other upgrades and amenities.
- Multi-family communities may be designed as private, gated neighborhoods or strongly oriented towards urban or public space, but in

all cases, they should be designed to fit in visual context of their surroundings and related to public roadways.

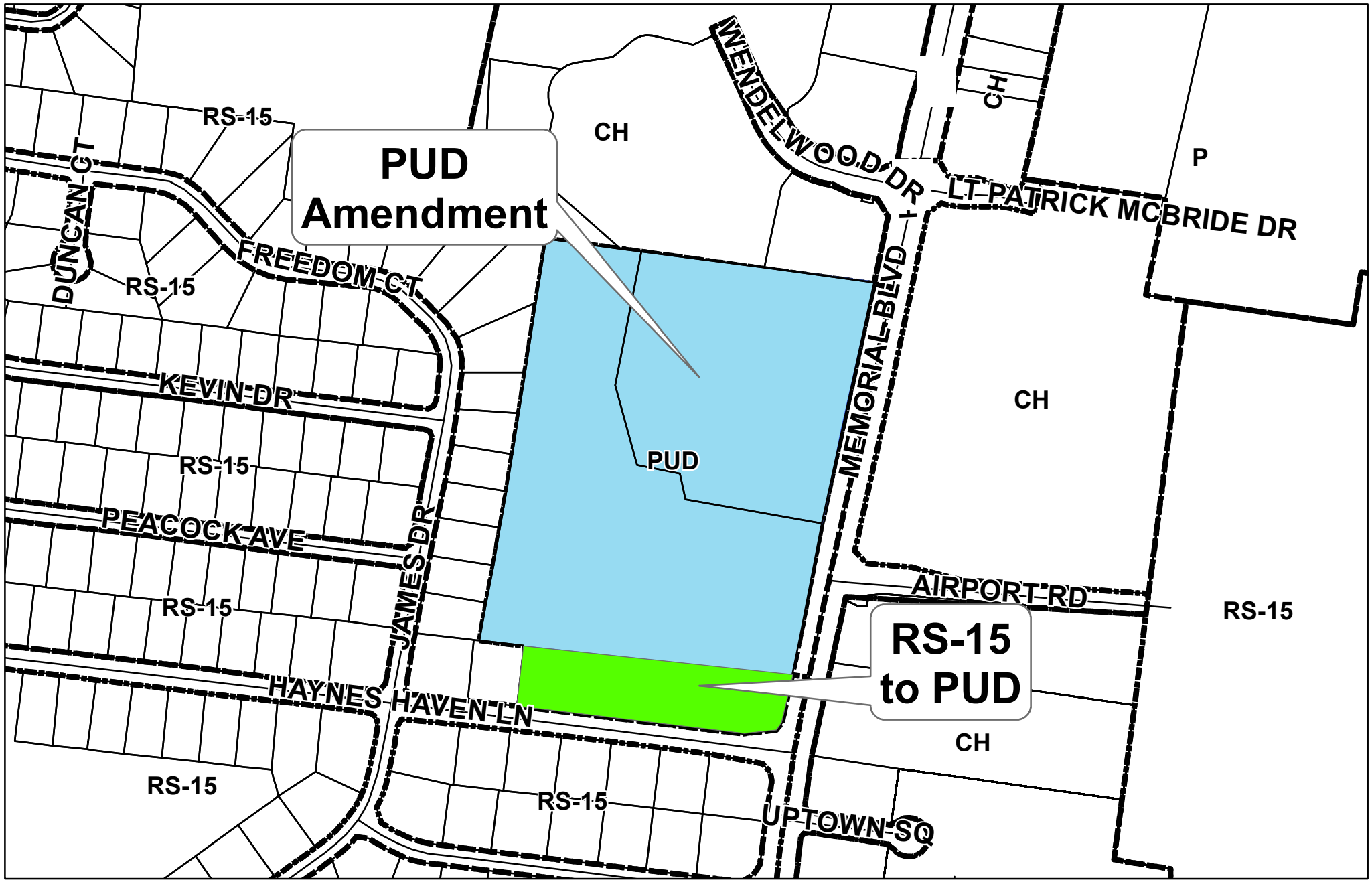
- Typical density ranges are up to 16 (DU/ac) or as directed by the Sanitary Sewer Allocation Ordinance.

**Recommendation:**

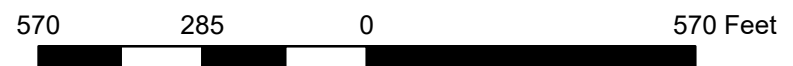
Staff requests the Planning Commission consider the following items in its review of this request:

1. The plan proposed as a part of the proposed PUD zoning is consistent with the Future Land Use Map's Development Type and Character
2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to forwarding a recommendation to the City Council.

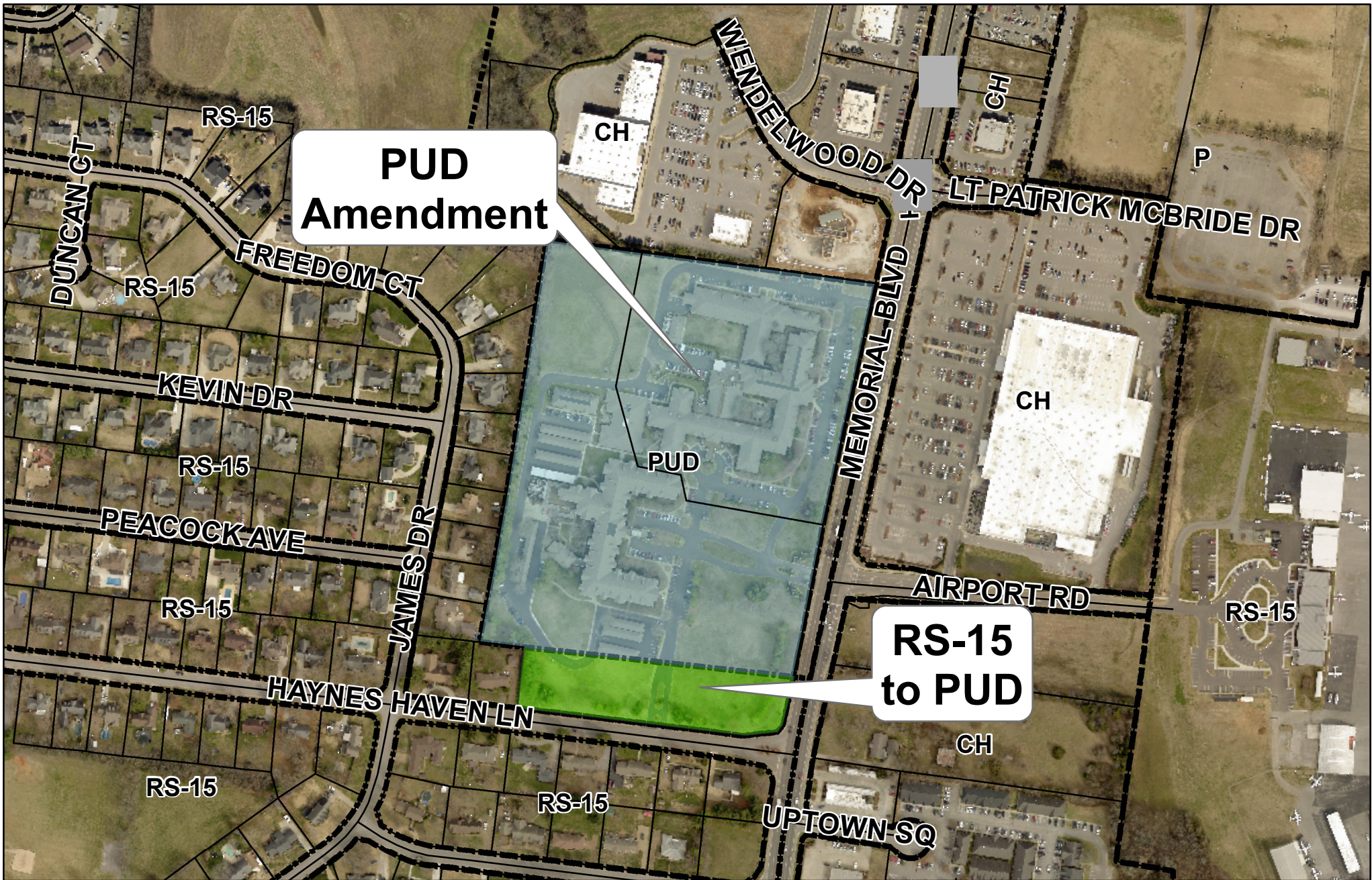


**Rezoning request for property located along Memorial Boulevard  
PUD amendment and RS-15 to PUD (Adams Place PUD)**

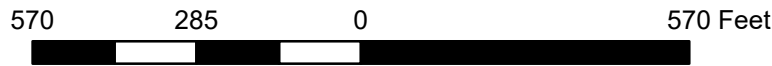


City of Murfreesboro  
 Planning Department  
 111 W. Vine St.  
 Murfreesboro TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





**Rezoning request for property located along Memorial Boulevard  
PUD amendment and RS-15 to PUD (Adams Place PUD)**



City of Murfreesboro  
 Planning Department  
 111 W. Vine St.  
 Murfreesboro TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

**CERTIFICATE OF OWNERSHIP**

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

4-14 1978 **Haynes Haven Estates, Partnership**  
 Deed 64,259 81 **Andy Adams** OWNER  
 29 **Ray L. Waldron** OWNER  
 Partner

**CERTIFICATE OF ACCURACY**

I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the Tennessee State Health Department, Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the County Road Commissioner or the City Engineer.

4-13 1978 **W. Henry Huddleston III**  
 Date REGISTERED ENGINEER OR SURVEYOR

**CERTIFICATE OF THE APPROVAL OF STREETS AND UTILITIES**

I hereby certify that the streets, utilities, power pole locations and other improvements have been installed in an acceptable manner and according to city (county) specifications in the subdivision entitled:

**SECTION I HAYNES HAVEN ESTATES**  
 (or) that a security bond in the amount of \$\_\_\_\_\_ has been posted with the planning commission to assure completion of all required improvements in case of default.

6-6 1978 **E. J. Adams** CITY MANAGER  
 6-5 1978 **Earl C. Caldwell** CITY ENGINEER  
 4-17 1978 **William C. Phillips** POWER SYSTEM OFFICIAL  
 4-14 1978 **Joe L. Spaul** SOUTH CENTRAL BELL

**CERTIFICATE OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS**

I hereby certify that the water supply and sewerage disposal utility systems installed, or proposed for installation in the subdivision plat entitled:

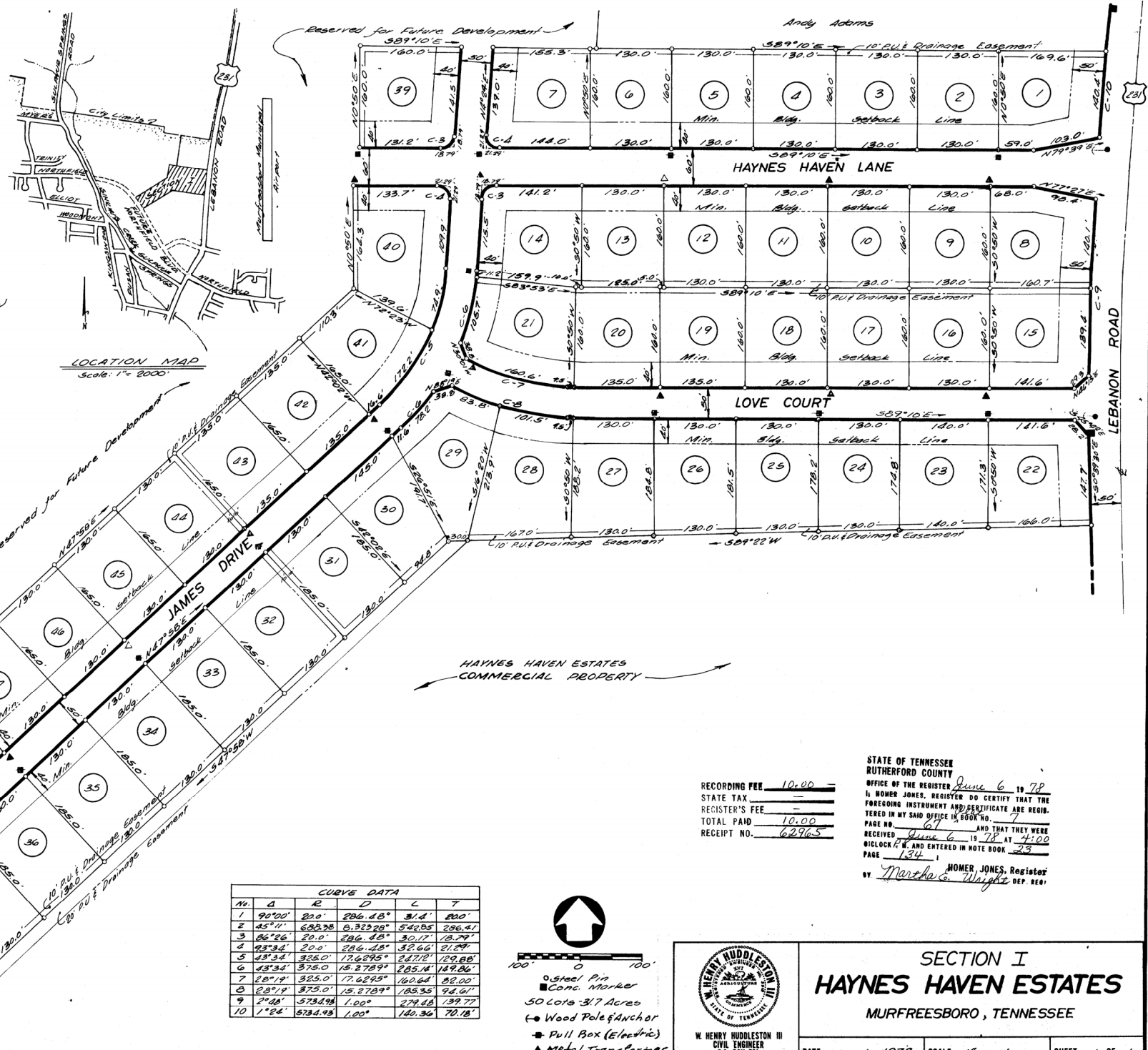
**SECTION I HAYNES HAVEN ESTATES**  
 fully meet the requirements of the Tennessee State Health Department, and Murfreesboro Water and Sewer Department, and are hereby approved as shown.

4-14 1978 **Rutherford County Health Officer**  
**James O. Clark** Water and Sewer Department Official

**CERTIFICATE OF APPROVAL FOR RECORDING**

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

11-04-78 **Arthur K. Maxwell** CHAIRMAN, PLANNING COMMISSION  
 June 6 1978 **Virginia K. Dinkel** SECRETARY



For Resubdivision of Lots 19 & 20, see Plat Book 7, page 91. For Resubdivision of Lots 31 & 50, see Plat Book 8, page 144.

STATE OF TENNESSEE  
 RUTHERFORD COUNTY  
 OFFICE OF THE REGISTER June 6 1978  
 I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 7  
 PAGE NO. 67 AND THAT THEY WERE RECEIVED June 6 1978 AT 4:00 O'CLOCK P.M. AND ENTERED IN NOTE BOOK 23  
 PAGE 134  
 HOMER JONES, Register  
 by *Martha G. Wright* DEP. REG.



**SECTION I**  
**HAYNES HAVEN ESTATES**  
 MURFREESBORO, TENNESSEE

DATE March 1978 SCALE 1"=100' SHEET 1 OF 1

- 0 Steel Pin
- Conc. Marker
- 50 Lots 31/7 Acres
- Wood Pole & Anchor
- ← Pull Box (Electric)
- ▲ Metal Transformer
- E Street Light Pole

March 30, 1995

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:30 p.m. on Thursday, March 30, 1995, with Mayor Joe B. Jackson present and presiding and with the following Council Members present and in attendance, to-wit:

Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross

Council Member Kevin Wax was absent and excused from the first part of this meeting but arrived later.

The following representatives of the city were also present:

Roger G. Haley, City Manager  
Jim Penner, City Recorder  
Thomas L. Reed, Jr., City Attorney  
Melissa Wright, Chief Accountant  
Doyle O'Brien, Assistant Police Chief  
Darryl Anderson, Cable TV Coordinator  
Joseph Aydelott, Planning Director  
Joe Kirchner, Water and Sewer Director  
Billy M. Stacey, Project Coordinator/  
Public Works Department  
John Minter, Community Development Director  
Dennis Rainier, Parks and Recreation Director  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Council Member W. Richard Reeves commenced the meeting with a moment of silence followed by Mr. Billy Stacey, Public Works Project Coordinator, leading those present with the Pledge of Allegiance.

Mayor Jackson announced that the first item on the agenda is to approve the Consent Agenda:

- 1) Letter of recommendations from the Police Commissioner with regards to bids for uniforms.
- 2) Letters of recommendations from the Traffic Director with regards to:
  - a) Greenland Drive Improvement Project;
  - b) Signalization of Haynes Drive and Thompson Lane intersection;
  - c) Signalization of Cason Lane Extended and Highway 99 intersection;
  - d) Geometric improvements of Highway 99 and Bridge Avenue intersection.

(Put letters here.)

APR 20 1995

Item No. 2-C, Page No. 1, Of 10

Mr. Robinson made a motion to approve the Consent Agenda in its entirety. Mr. Bratcher seconded the motion and all members of the Council present voted "Aye".

Upon the Consent Agenda beng approved in its entirety, Mayor Jackson proceeded with the regular order of business for this meeting.

The minutes for the meetings held on February 23, 1995 and March 2, 1995 were approved as written and presented to the Council.

An ordinance rezoning an area at the corner of Bradyville Pike and South Rutherford Boulevard from Residential Single-Family Ten (RS-10) to Planned Unit Development (PUD), entitled "ORDINANCE 95-0-7 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Reeves, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along South Rutherford Boulevard from Residential Duplex (RD), Residential Single-Family Eight (RS-8) and Residential Single-Family Ten (RS-10) to Residential Multi-Family Twelve (RM-12), entitled "ORDINANCE 95-0-8 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first read-

ing on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Pittard, seconded by Mr. Bratcher. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along North Rutherford Boulevard from Residential Single-Family Ten (RS-10) to Residential Multi-Family Twelve (RM-12), entitled "Ordinance 95-0-9 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Reeves, seconded by Mr. Bratcher. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross

Nay: None

Pass: Joe B. Jackson

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance annexing an area along Old Fort Parkway, entitled "ORDINANCE 95-0-10 to annex certain territory and to incorporate same within the Corporate boundaries of the City of Murfreesboro, Tennessee," which passed first reading on March 16,

1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Bratcher, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance zoning an area along Old Fort Parkway to Commercial Highway (CH), entitled "ORDINANCE 95-0-11 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on March 16, 1995 and second reading on March 23, 1995, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Bratcher, seconded by Mr. Robinson. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance rezoning an area along Memorial Boulevard and Haynes Drive from Residential Multi-Family Twelve and Commercial Highway to a Planned Unit Development, entitled "ORDINANCE 94-0-55 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, passed January 19, 1984, and the Zoning Map of

Murfreesboro, Tennessee, adopted on April 5, 1984, as heretofore amended and as now in force and effect," which passed first reading on October 20, 1994 and second reading on October 27, 1994, was read to the Council and offered for passage on third and final reading.

Mr. Ted LaRoche, Jr., representing National HealthCare LP, informed the Council that to-date permission has not been granted by the State of Tennessee to install a light at the major entrance of the proposed development across from Airport Road. It is the position of National HealthCare LP that this complex will offer \$20 Million plus to the city and county tax rolls and, if by January 1, 1997, the state has not granted permission, they feel this date should terminate their obligation. They may continue their efforts in requesting approval; however, National HealthCare LP does not want to be caught in a situation whereby a change in circumstances beyond their control finally tips the balance in the eyes of the state thus causing National HealthCare LP and its residents to be responsible. Mr. LaRoche made reference to the commercial property across the street and stated that the only thing preventing this development from moving forward is the completion of the drainage plan which is being solved by the capital expenditures NHC is making in this development.

Mr. Reeves felt the total project would be built out by January, 1998 and requested that National HealthCare LP consider extending their obligation to January, 1998 with the understanding that commercial properties in close proximity would be required to participate in the cost of signalization once approved by the state. Mr. Reeves felt signalization was very important to the residents of this project, and a one-year extension might give the time needed in working with the state.

Mr. LaRoche agreed to obligate through January, 1998 with a "Gentle Person's Agreement" with the condition that, if commercial development occurs in such manner as to change the state's position during this time-frame, the Council and Planning Commission would consider pro-rating the cost. He informed the Council of National HealthCare LP changing its name to "NHC".

Mayor Jackson commended NHC on their continuous efforts to respond in every way to the concerns everyone has had. It is without a doubt that traffic will increase as a result of plans for the airport, lighting of the soccerfields thus increasing activity, and development on the east side of Memorial Boulevard which will be a contributing factor to receiving approval from the state by January, 1998 and NHC fulfilling its commitment to signalization. In view of all the demands anticipated, it is requested that the time be extended to January, 1998 at which time, if the state does not approve the traffic signal, NHC will be removed from their responsibility and the city would proceed from there; however, if the state accepts the recommendation, NHC would be responsible for the cost of installing the traffic signal.

The City Manager stated that the need for a traffic signal is based upon traffic counts and movements which, at this time, do not meet the criteria as established by the State of Tennessee.

Mr. Reeves made a motion requesting that the minutes reflect the Mayor's comments to incorporate signalization to January, 1998 and further to approve ORDINANCE 94-0-55 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee to rezone an area along Memorial Boulevard and Haynes Drive from Residential Multi-Family Twelve (RM-12) and Commercial Highway (CH) to a Planned Unit Development (PUD) on third and final reading. Mr. Pittard seconded the motion and upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Jack Ross  
Joe B. Jackson

Nay: None

Pass: Woody Robinson

Said ordinance so passed on third and final reading is as follows:

(Put ordinance here.)

An ordinance, entitled "ORDINANCE 95-0-23 amending Murfreesboro City Code Sections 33-2 and 33-50 dealing with water



connection fees and sewer connection fees for car washes," was read to the Council and offered for passage on first reading upon motion made by Mr. Pittard, seconded by Mr. Ross. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

The following letter of recommendations from the Public Works Project Coordinator was presented to the Council:

(Put letter dated March 28, 1995 here regarding bridge safety improvements.)

The Project Coordinator corrected Amendment No. 515 to read Amendment No. 516 and requested that Resolution 95-R-4 be corrected to reflect same.

RESOLUTION 95-R-4 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-4 here approving Agreement No. 516 with the State of Tennessee for bridge improvements on Manson Pike.)

RESOLUTION 95-R-5 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-5 here approving Agreement No. 517 with the State of Tennessee for bridge safety improvements on Haynes Dr.)

RESOLUTION 95-R-6 was read to the Council and offered for adoption upon motion made by Mr. Pittard, seconded by Mr. Robinson. Upon roll call said resolution was adopted by the following vote:

Aye: Chris Bratcher  
John Pittard  
W. Richard Reeves  
Woody Robinson  
Jack Ross  
Joe B. Jackson

Nay: None

(Put RESOLUTION 95-R-6 here approving Agreement No. 518 with the State of Tennessee for bridge safety improvements on Old Salem Pike, Sanbyrn Drive and Bridge Avenue.)

The following letter of recommendations from the Community Development Director was presented to the Council:

(Put letter dated March 27, 1995 here regarding payment of rent under HOME Program for 421 S. Academy St. and 445 South Kings Hwy.)

Mayor Jackson expressed concern with utilizing the funds for rent when they could be applied toward the needs of other homeowners. Mr. Ross felt the system should require some sweat equity or some type of provision that would require more participation by the recipient. The Community Development Director indicated he had addressed recapturing some of these monies, but state regulations will not allow it; however, under the rehab program, it can be designed in such manner as to recoup some of the money from the homeowner. He indicated that the incomes of the homeowners being considered cannot afford rent and need a place to live during the reconstruction period. Even though this program will pay moving expenses, he would not be coming back to Council with this request. Mr. Reeves asked the Community Development Director to provide an outline of the guidelines for expenses that can be incurred under the HOME Program besides moving and rent. The Community Development Director concurred with the request.

Mr. Bratcher made a motion to approve four months rent up to \$420 per month for the homeowners residing at 421 S. Academy Street and 445 Kings Highway as recommended by the Community Development Director. Mr. Pittard seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the Community Development Director was presented to the Council:

(Put letter dated March 28, 1995 here regarding down payment assistance for 434 Westgate Boulevard.)

Mr. Bratcher made a motion to approve a grant in the amount of \$4,792 for down payment assistance on 434 Westgate Boulevard as recommended by the Community Development Director. Mr. Robinson seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the Parks and Recreation Director was presented to the Council:

(Put letter dated March 28, 1995 here regarding bids for Chiller Unit, Pool Pak and associated piping for Sports\*Com.)

Mr. Wax arrived at this time and was present for the remainder of the meeting.

The Council addressed the high cost of the service agreements. Mr. Andrew W. Reid with Smith Seckman Reid, Inc. provided a breakdown of maintenance costs for five years on each unit explaining that the figures for the Pool Pak unit were higher because of it being a seven-year old piece of equipment which is being reconditioned back to a new state whereas the Chiller Unit is new. The total maintenance package is high because of including all parts and all labor for five years; however, Mr. Reid felt the base bid of \$121,468 was a reasonable figure for the new installation work. Payment for the maintenance packages will be paid quarterly during the year's use and will be funded from the Parks and Recreation Budget.

Mr. Robinson made a motion to approve the low bid from Advanced Commercial Refrigeration for a total cost of \$181,024 for the Chiller Unit, Pool Pak and maintenance packages as outlined by the Parks and Recreation Director. Mr. Bratcher seconded the motion and all members of the Council voted "Aye".

The following statements were presented to the Council with the recommendation of the City Manager their payment be approved:

From General Fund:

|  |    |          |
|--|----|----------|
| Rutherford County Schools              | \$ | 5,421.16 |
| Wiss, Janney, Elstner Associates, Inc. |    | 6,282.50 |
| Gemini Communications Inc.             |    | 2,832.84 |

From Solid Waste Fund:

|   |           |
|---|-----------|
| City of Murfreesboro Risk Management Fund | 61,635.00 |
| Browning-Ferris Industries                | 7,088.28  |

From Stones River Battlefield River Trail Fund:

|                         |          |
|-------------------------|----------|
| Lose & Associates, Inc. | 2,800.00 |
|-------------------------|----------|

From Airport Improvement Fund:

|                       |          |
|-----------------------|----------|
| Exxon Company, U.S.A. | 9,190.01 |
|-----------------------|----------|

From City-County Cultural Arts Fund:

|                            |            |
|----------------------------|------------|
| Robert S. Biscan & Company | 137,867.28 |
| Third National Bank        | 15,318.59  |

Mr. Robinson made a motion to approve payment of the statements as recommended by the City Manager. Mr. Ross seconded the motion and all members of the Council voted "Aye".

There being no further business, the meeting adjourned at 9:30 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

ORDINANCE 00-O-05 amending the Zoning Ordinance of the City of Murfreesboro, Tennessee, and the Zoning Map of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to amend NHC's request to amend conditions of approval for Adams Place Continuing Care Retirement Community along Memorial Boulevard; NHC applicant [99-437, 000-R-05].

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 of the City of Murfreesboro, Tennessee, and the Zoning Map of the City of Murfreesboro, Tennessee, herein referred to, adopted and made a part of this Ordinance, as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the condition that the access drive from Haynes Lane be gated and that only residents with cards have access by providing that each resident may have one (1) card to access the gated drive from Haynes Lane and by allowing that one (1) card to be used by a family member or a caregiver if the resident does not drive.

SECTION 2. That, from and after the effective date hereof the PUD for Adams Place and area described on the attached map be amended and shall be subject to all the terms and provisions of the zoning ordinances applicable to such PUDs and to all conditions and stipulations contained in Planning file 99-437; and, that the City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said zoning map as may be necessary.

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

PASSED AND SIGNED, this 11th day of May, 2000.

/S/ W. Richard Reeves  
W. Richard Reeves, Mayor

ATTEST:

/S/ James B. Penner  
James B. Penner, City Recorder

The foregoing Ordinance approved as to form,  
this the 17 day of APRIL, 2000.

Thomas L. Reed, Jr.  
Thomas L. Reed, Jr., City Attorney

**ORDINANCE 01-O-57** amending the Zoning Ordinance and the Zoning Map of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend Adams Place Continuing Care Retirement Community PUD, Planned Unit District, described herein to allow construction of a 4,888 square feet administrative office building accessory; National Healthcare Corp. applicant [2001-420, 001-R-57].

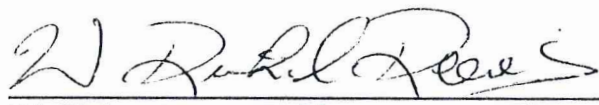
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance of the City of Murfreesboro, Tennessee and the Zoning Map of the City of Murfreesboro, Tennessee 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 amend Adams Place Continuing Care Retirement Community PUD, Planned Unit District, described herein to allow construction of a 4,888 square feet administrative office building accessory.

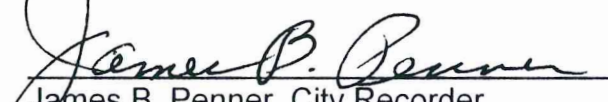
SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as PUD to allow construction of a 4,888 square feet administrative office building accessory, as indicated thereon and shall be subject to (i) all the terms and provisions of said Ordinances applicable to such districts, (ii) the plans and specifications filed by the applicant, and (iii) the conditions and stipulations set forth in the minutes of the Planning Commission relating to File 2001-420. The City Planning Commission be and it 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 PUD to allow construction of a 4,888 square feet administrative office building accessory, as indicated on the attached map.

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


**PASSED AND SIGNED**, this 20<sup>th</sup> day of September, 2001.

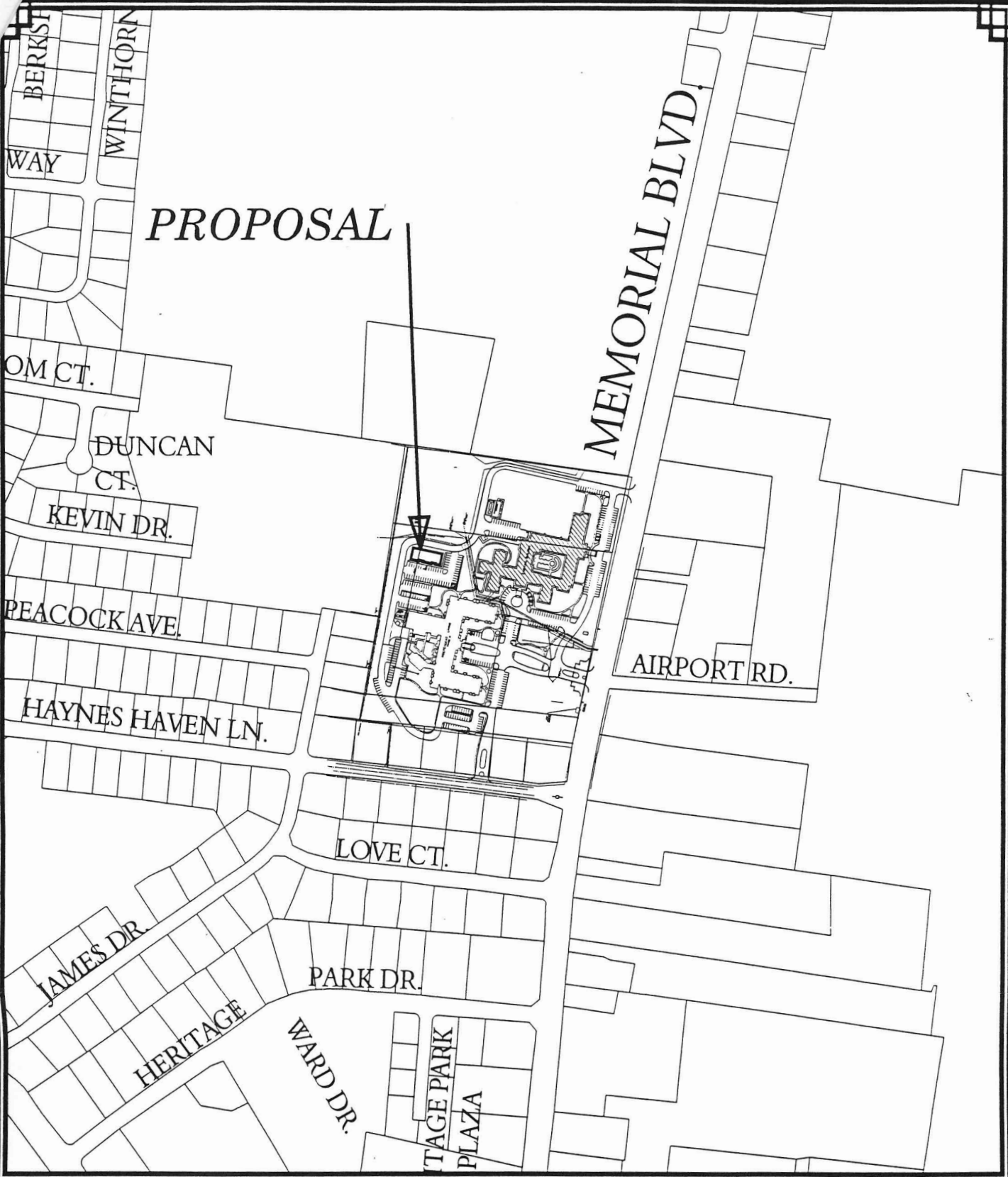
  
\_\_\_\_\_  
W. Richard Reeves, Mayor

ATTEST:

  
\_\_\_\_\_  
James B. Penner, City Recorder

The foregoing Ordinance approved as to form, this the 20<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Thomas L. Reed, Jr., City Attorney



**PROPOSAL**

BERKST  
WAY

WINTHORN

MEMORIAL BLVD.

OM CT.

DUNCAN  
CT.

KEVIN DR.

PEACOCK AVE.

HAYNES HAVEN LN.

AIRPORT RD.

LOVE CT.

JAMES DR.

PARK DR.

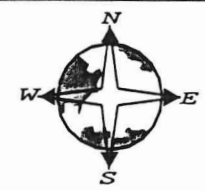
HERITAGE

WARD DR.

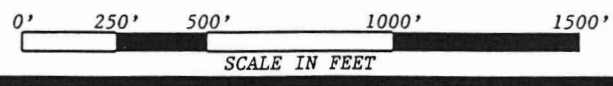
TAGE PARK  
PLAZA

MURFREESBORO  
PLANNING  
&  
ENGINEERING  
DEPARTMENT

*Proposed PUD Amendment*



June  
2001



SUSAN  
STACEY  
CARNOUGH

STATE OF TENNESSEE    )  
  : SS  
RUTHERFORD COUNTY    )

I, the undersigned, **JAMES B. PENNER**, do hereby certify that I am the duly appointed City Recorder of the City of Murfreesboro, Rutherford County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of Ordinance 01-O-57 passed by the City Council of said City on first reading on August 23, 2001, on second reading on September 6, 2001, and on third and final reading on September 20, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the Corporate Seal of said City this the 21<sup>st</sup> day of September, 2001.

  
\_\_\_\_\_  
James B. Penner, City Recorder

(S E A L)





**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*

|   |                 |
|---|-----------------|
| <b>Zoning &amp; Rezoning Applications – other than rezoning to planned unit development</b> | <b>\$700.00</b> |
| <b>Zoning &amp; Rezoning Applications – Planned Unit Development, initial or amended</b>    | <b>\$950.00</b> |

**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:** Andy Clark, AdamsPlace LLC (NHC)

**Address:** P.O. Box 1398 **City/State/Zip:** Murfreesboro, TN 37133-1398

**Phone:** 615.545.7626 **E-mail address:** aclark@nhccare.com

**PROPERTY OWNER:** Same as applicant

**Street Address or property description:** Same as applicant

**and/or Tax map #:** 80 **Group:** - **Parcel (s):** 53.01

**Existing zoning classification:** PUD/RS-15

**Proposed zoning classification:** PUD **Acreage:** 22+/- AC

**Contact name & phone number for publication and notifications to the public (if different from the applicant):** Clyde Rountree

**E-mail:** rountree.associates@yahoo.com

**APPLICANT'S SIGNATURE (required):** J. Andrew Clark

**DATE:** July 14, 2022

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

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

**Amount paid:** \_\_\_\_\_ **Receipt #:** \_\_\_\_\_

7.13.2022

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

Re: Rezoning Request

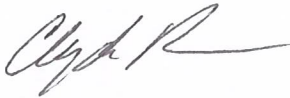
Described as Tax Map 80, Parcel 10,11,12,53.01 consisting of 22 +/- ac. to be rezoned from RS-15/PUD to PUD. The property is located at 1927 Memorial Blvd.

Dear Mr. Greg,

On behalf of our client, Adams Place, we hereby request the rezoning of the property identified by tax map 80 and parcel 10,11,12,53.01, consisting of approximately 22+/- acres from RS-15/PUD to PUD. The purpose for this rezoning is to build 53 multi-family units on the southeastern corner of the current site.

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

Sincerely,



Clyde Rountree, RLA

January 10, 2023

Margaret Ann Green  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

RE: AdamsPlace PUD  
PUD Book Summary of Changes

Dear Margaret Ann:

We have reviewed your comments on the above referenced PUD rezoning and we have revised the PUD book accordingly. Revisions have been outlined below.

### **Program Book revisions**

#### **Development Services – Planning**

Margaret Ann Green, 615.893.6441, [mgreen@murfreesborotn.gov](mailto:mgreen@murfreesborotn.gov)

Cover Sheet: Updated Submission date and added graphic.

Sheet Index: Update sheet names

Page 1: Updated Project Summary to reflect 53 units and 15 units per 3-story building.

Page 13: Updated Site Plan with revised 1- and 2- story multi-family home layouts. Haynes Haven access gate note was change to be “controlled electronically”.

Page 15: Updated 1- and 2-story detached family unit elevations.  
These buildings were redesigned as alternating 1- and 2- story.

Page 18: Updated graphics with revised 1- and 2- story multi-family home layouts.

Page 19: Renamed sheet to “Amenity Center Concept Plan”.

Page 20: Updated graphics with revised 1- and 2- story multi-family home layouts and associated sidewalk.

Page 21: Updated Landscaping Plan with revised 1- and 2- story multi-family home layouts.

Page 22: Updated Buffer/setback elevations to include sidewalks.

Page 23: Updated Parking graphics and calculations.

Page 28: Updated plan with revised 1- and 2- story multi-family home layouts.

Page 29: Updated plan with revised 1- and 2- story multi-family home layouts.

Page 30: Updated perspective graphics.

Page 31: Updated perspective graphics.

Page 32: Renamed sheet as "Optional".

Should you need any clarification concerning the plans or our revisions, please feel free to contact us at 615.893.4084.

Sincerely,

A handwritten signature in black ink, appearing to read "Clyde R.", with a long horizontal flourish extending to the right.

Clyde Rountree, Planner  
Huddleston-Steele, Engineering, Inc.



**ADAMS PLACE**

JOHNSON+BAILEY ARCHITECTS P.C.  
**HS HUDDLESTON-STEEL**  
ENGINEERING, INC.  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: 615-893-4084 FAX: 615-893-0080

## AdamsPlace – Active Senior Living

SUBMITTED MARCH 27, 2024 FOR THE APRIL 4, 2024 CITY COUNCIL MEETING

# AdamsPlace – Active Senior Living

## PLANNED UNIT DISTRICT

### SHEET INDEX

1. Development Team & Project Summary
2. Zoning Map
3. Utility Map: Water
4. Utility Map: Sewer
5. Roadways
6. Topography and Soils
7. Easement and Stormwater Infrastructure
8. Aerial Map
9. Existing Conditions
10. Existing Conditions (Cont'd)
11. Existing Conditions (Cont'd)
12. Existing Conditions (Cont'd)
13. Conceptual Site Plan
14. Elevations: Amenity Center
15. Elevations: 1-& 2-story Multi-family Units (Attached Single Family Dwellings)
16. Elevations: 3-story Multi-family Units (Active Senior Living Units)
17. Materials: Existing vs New
18. Amenity Plan
19. Amenity Center Concept Plan
20. Sidewalks and Connectivity
21. Conceptual Landscape Plan
22. Elevations: Landscape Buffer/Setback
23. Parking
24. Development Standards
25. Development Standards
26. Development Standards
27. Original Site Reference Plan
28. Overall Parking Reference Plan
29. Topography Reference Plan
30. Haynes Haven Lane Perspectives
31. Haynes Haven Lane Perspectives
32. Optional Covered Parking Elevations



PROJECT SUMMARY

AdamsPlace has been serving the senior community in Murfreesboro for 50 years. Considered as one of the premier senior living communities in the region, AdamsPlace desires to expand their services offered by adding 53 new Multi-family Units. All new units are intended and operated for occupancy by persons 55 years of age or older. By offering this product type, AdamsPlace will provide new residents the opportunity to live on the campus through the duration of their lives without having to relocate from the campus. The new buildings will be complementary aesthetically with the existing campus. The project consists of three new 3-story Multi-family Units (Active Senior Living) with 15 units per building, Four new buildings with 1-story and 2-story units (Attached Single Family Dwellings) with small courtyards and one new Amenity Center to be utilized by the entire AdamsPlace community. New green space, landscaping, sidewalks and additional parking will be incorporated with the existing campus.

OWNER / DEVELOPER

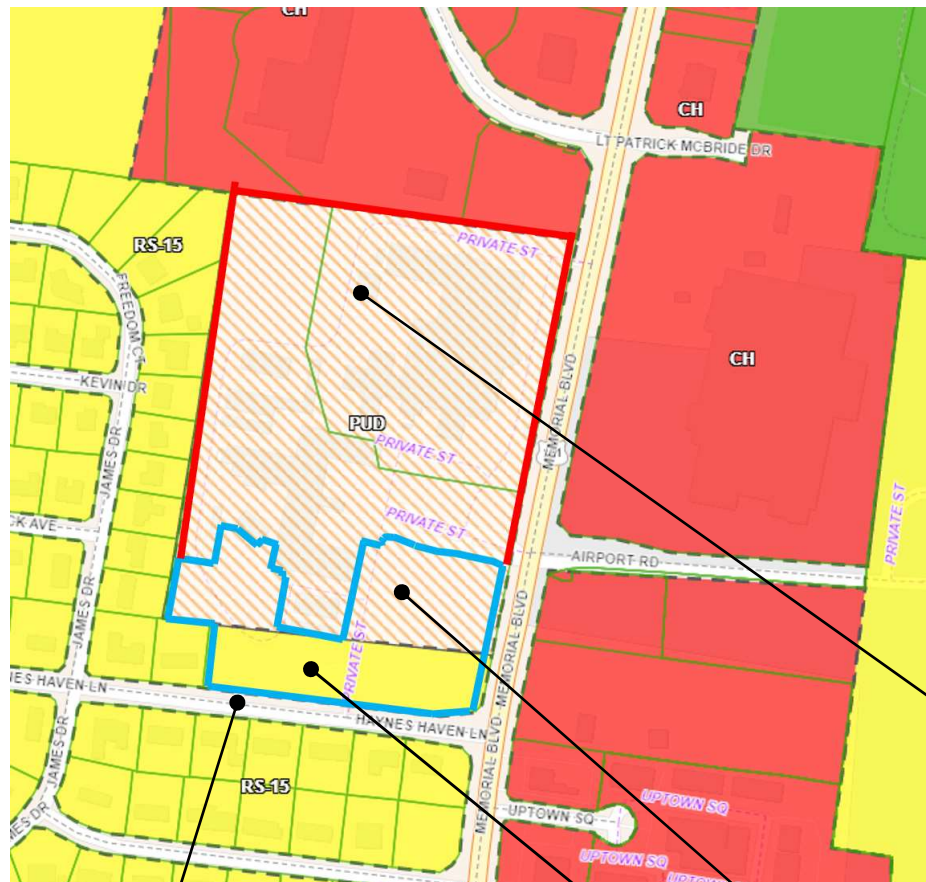
AdamsPlace, LLC  
Andy Clark  
100 E. Vine Street  
Murfreesboro, TN 37130  
aclark@nhccare.com

PLANNING AND ENGINEERING

Huddleston-Steele Engineering, Inc.  
Clyde Rountree, RLA  
2115 N.W. Broad Street  
Murfreesboro, TN, 37129

ARCHITECT

Johnson + Bailey Architects, PC  
Keaton Pettit, AIA  
100 E. Vine St., Ste. 700  
Murfreesboro, TN 37130



THE SUBJECT PROPERTY

The subject property is currently zoned PUD and RS-15. Properties to the south and west are zoned CH (front 42', side 5'). The zoning request is to amend the existing PUD and add the RS-15 (front 40', side 12.5') portion of the subject property to the PUD.

|                 |  |
|-----------------|--|
| Total Site :    | 22.5 AC                                  |
| Existing RS-15: | 108,466 SF = 2.5 AC<br>(Previous 5 lots) |
| Existing PUD:   | 16.6 AC                                  |
| Developed:      | 256,327 SF = 5.9 AC                      |

EXISTING SITE

HAYNES HAVEN LANE

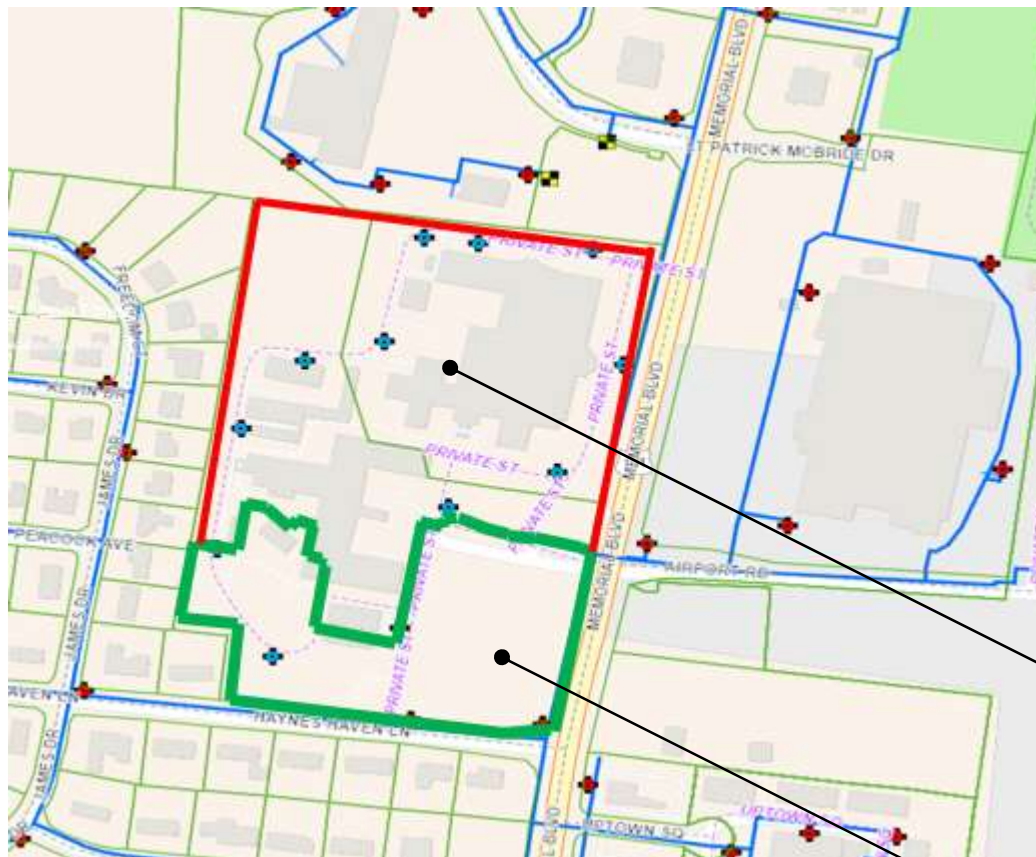
AREA OF NEW DEVELOPMENT



PLANNED UNIT DISTRICT

THE SUBJECT PROPERTY

- Murfreesboro Water Resource Department
- 10” Ductile iron water line on Haynes Haven Lane and a 20” water line on Memorial Blvd.
- The existing water lines will be utilized for this development.
- Existing Campus has a 10” fire main with 12 private and public fire hydrants.
- New fire hydrants will be added as required.
- Domestic water will be from existing 10” main on Haynes Haven Lane with a master meter for the 3-story Multi-family Units (Active Senior Living) and individual meters for each 1- & 2-story Multi-family Units (Attached Single Family Dwellings).



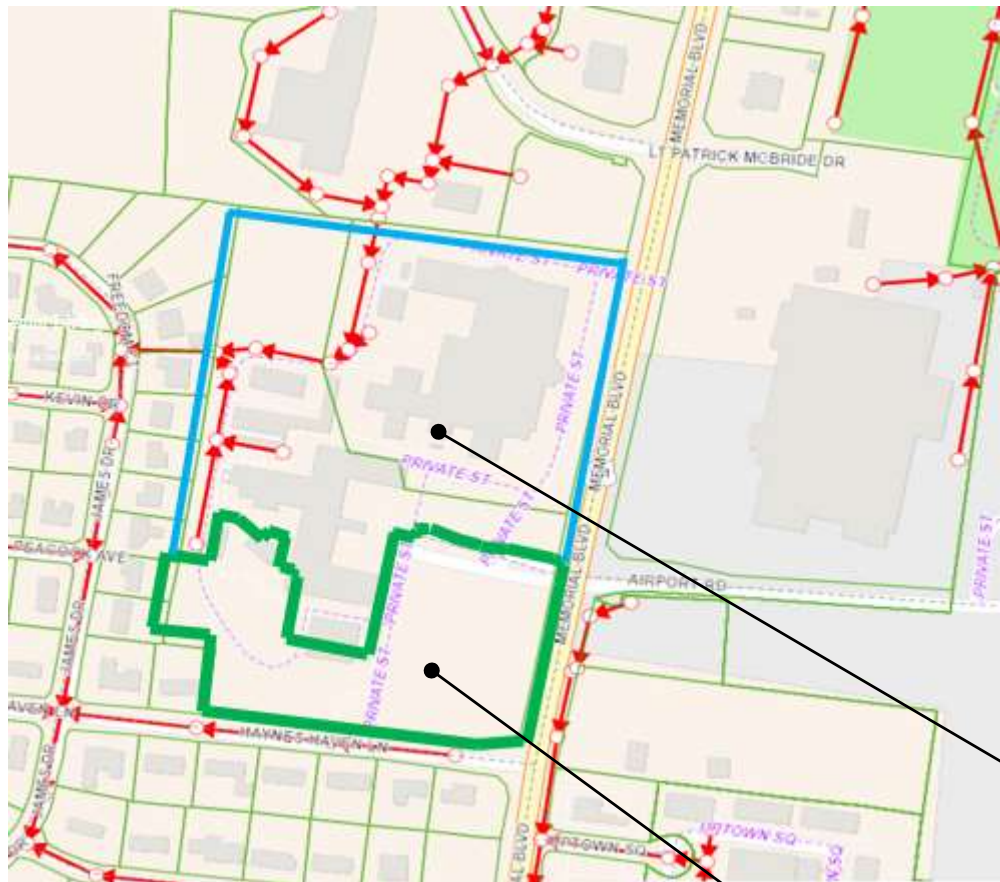
LEGEND

WATER —

EXISTING SITE

AREA OF NEW DEVELOPMENT





THE SUBJECT PROPERTY

- Murfreesboro Water Resources
- Sewer Line Sizes are 8” on Haynes Haven and 10” on Memorial Blvd.
- The Sewer Variance was approved on June 23, 2022 by City Council for additional Units.
- The new 3-story Multi-family Units (Active Senior Living) typical family household is smaller than an average household, thus reducing the sewer usage.
- Sewer service will be extended from existing private 8” main to serve new Units.

LEGEND

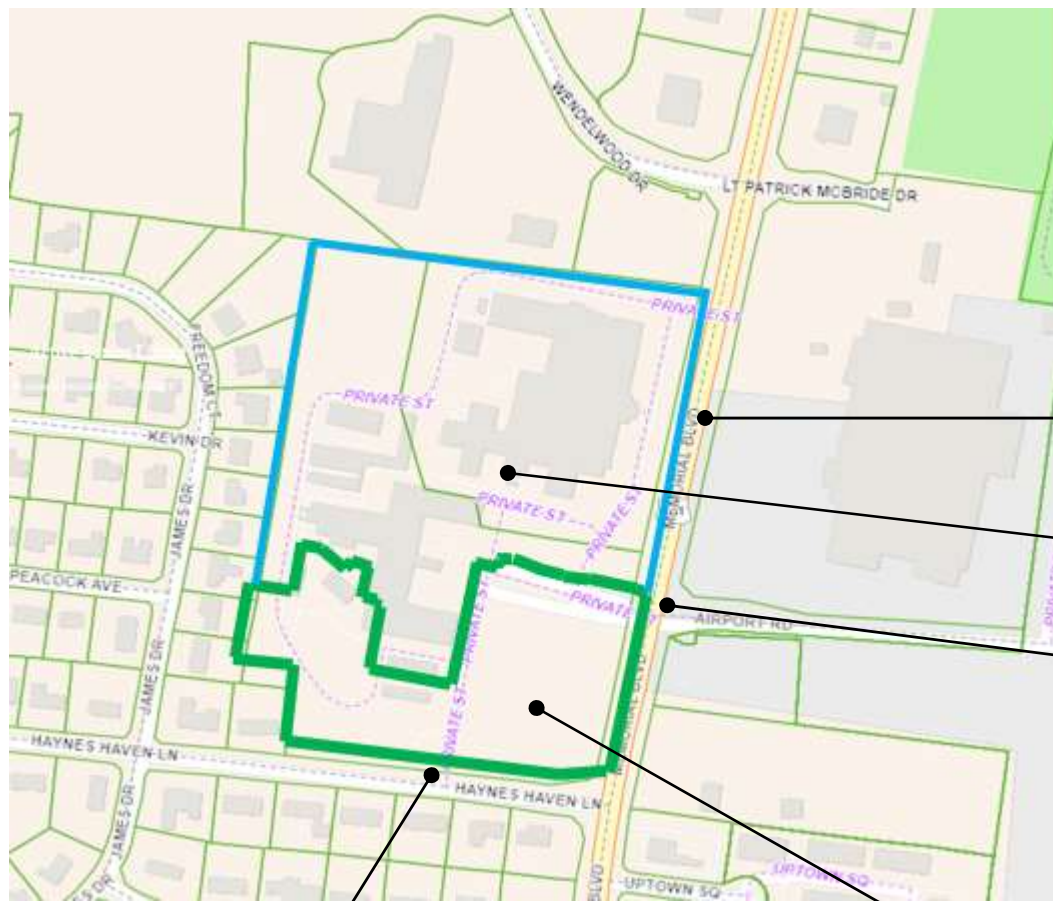
SEWER 

EXISTING SITE

AREA OF NEW DEVELOPMENT



PLANNED UNIT DISTRICT



**THE SUBJECT PROPERTY**

- The Property is served by Memorial Blvd and Haynes Haven Lane.
- The residents typically only have one car per unit.
- Existing access on Memorial and Haynes Haven Lane will be controlled for AdamsPlace residents only.

**MEMORIAL BLVD  
(STATE HWY):  
5 LANES**

**EXISTING SITE**

**TRAFFIC SIGNAL  
AT EXISTING  
ENTRANCE**

**LEGEND**

- RESIDENTIAL SUB COLLECTOR
- MAJOR ARTERIAL

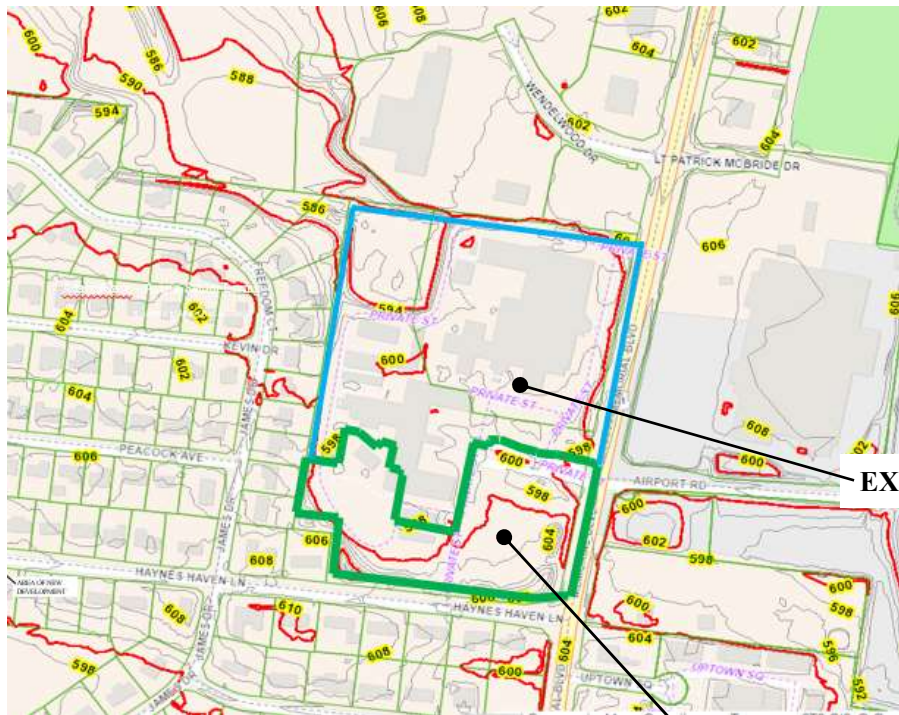


**HAYNES HAVEN LANE  
EXISTING ENTRANCE**

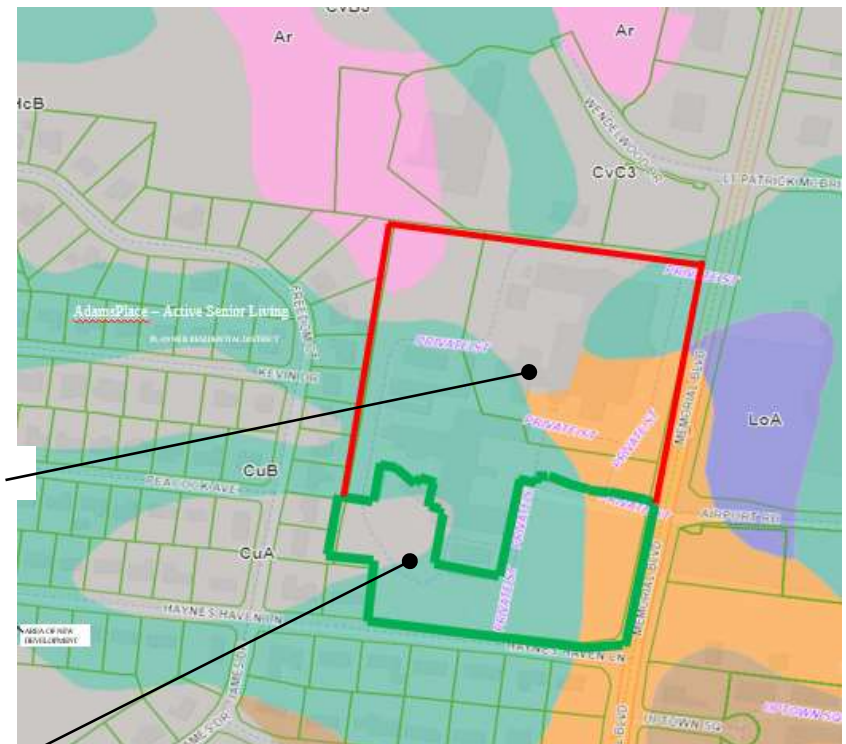
**AREA OF NEW  
DEVELOPMENT**

THE SUBJECT PROPERTY

The subject property has slight grade change in the locations where the majority of the buildings will be placed. The site slopes on the southern property line which will be compensated for by using a series of retaining walls.



TOPOGRAPHY



SOILS

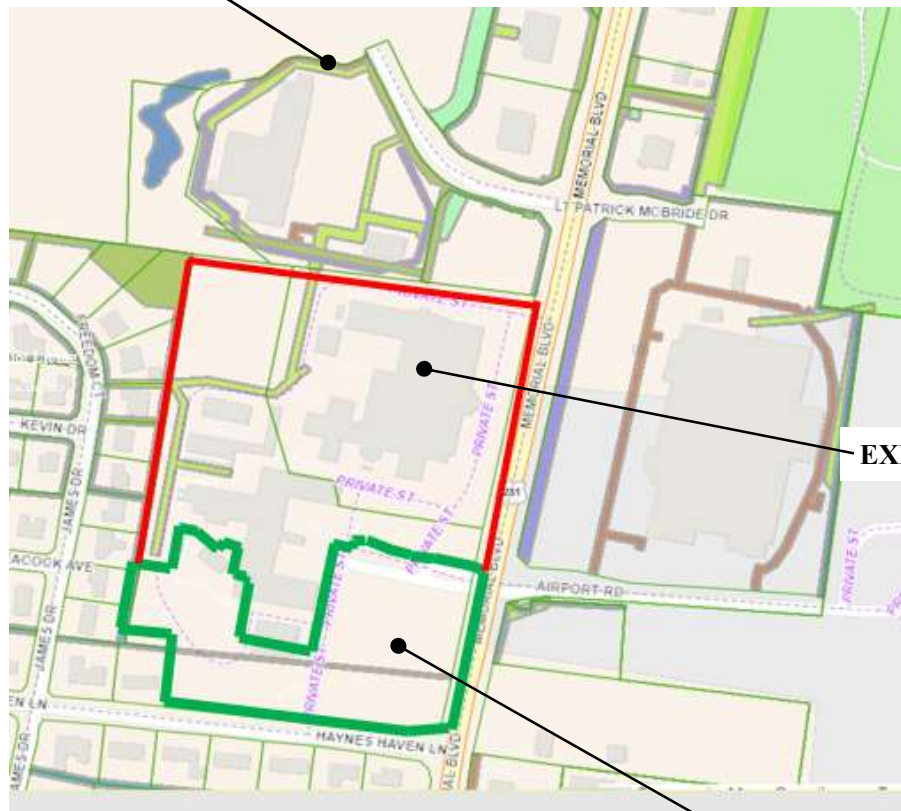
EXISTING SITE

AREA OF NEW DEVELOPMENT

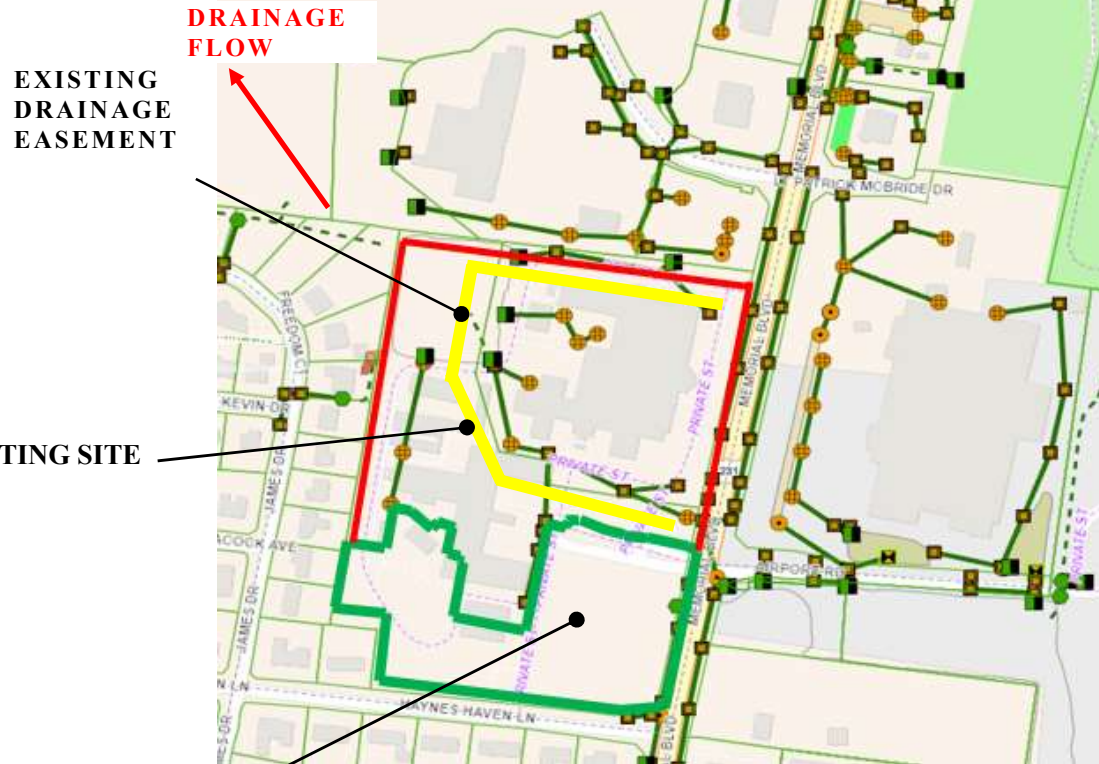
THE SUBJECT PROPERTY

- No easements are currently impacting the subject property to be developed.
- Stormwater infrastructure is located on Memorial Blvd., along the north property line.
- New stormwater infrastructure will convert to existing on site that draws to existing detention in NW corner of property.
- This property is within the 231 Drainage Basin and will adhere to the requirements of the study.
- The MTE underground power line that is located within the area of new development will be rerouted as part of the site plan design.

EASEMENTS  
SHOWN IN  
LIGHT GREEN



EASEMENTS



EXISTING  
DRAINAGE  
EASEMENT

DRAINAGE  
FLOW

EXISTING SITE

STORMWATER



AREA OF NEW  
DEVELOPMENT

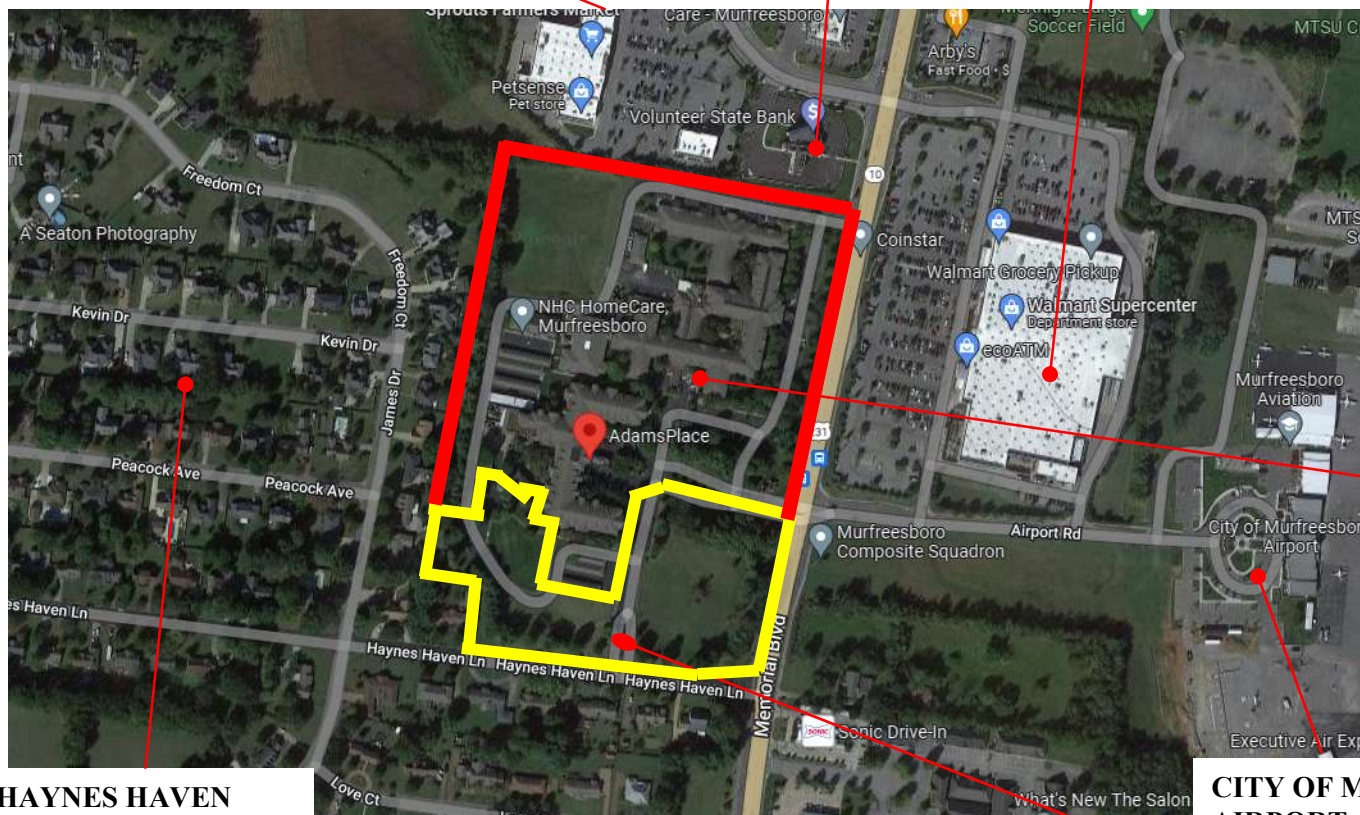
**SPROUTS**

**BANK**

**WALMART**

THE SUBJECT PROPERTY

- The subject property is located along Memorial Boulevard, a major arterial. Adams Place utilizes a traffic signal that is located on the intersection at Memorial Blvd and Airport road.
- To the north and east are two large commercial developments.
- To the west and south are established residential neighborhoods.



**EXISTING SITE**

**HAYNES HAVEN ESTATES**

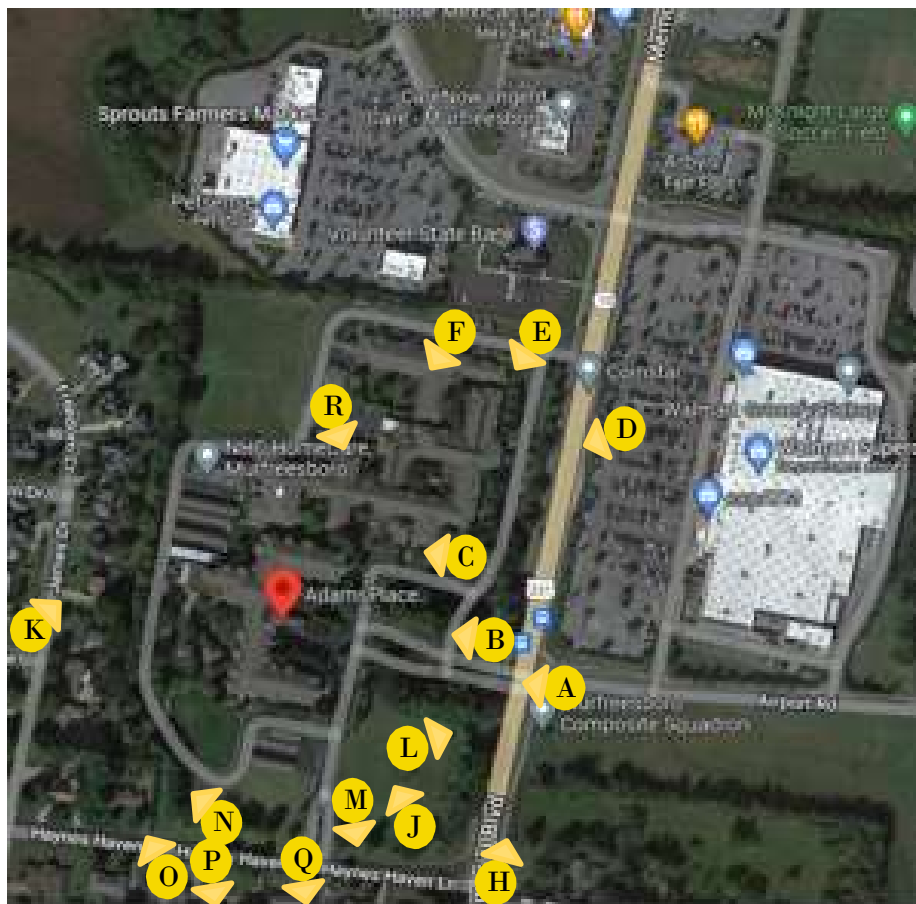
**CITY OF MURFREESBORO AIRPORT**

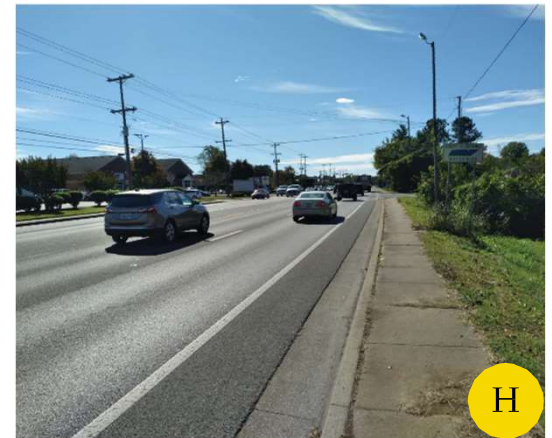
**AREA OF NEW DEVELOPMENT**



# Existing Conditions

# AdamsPlace – Active Senior Living



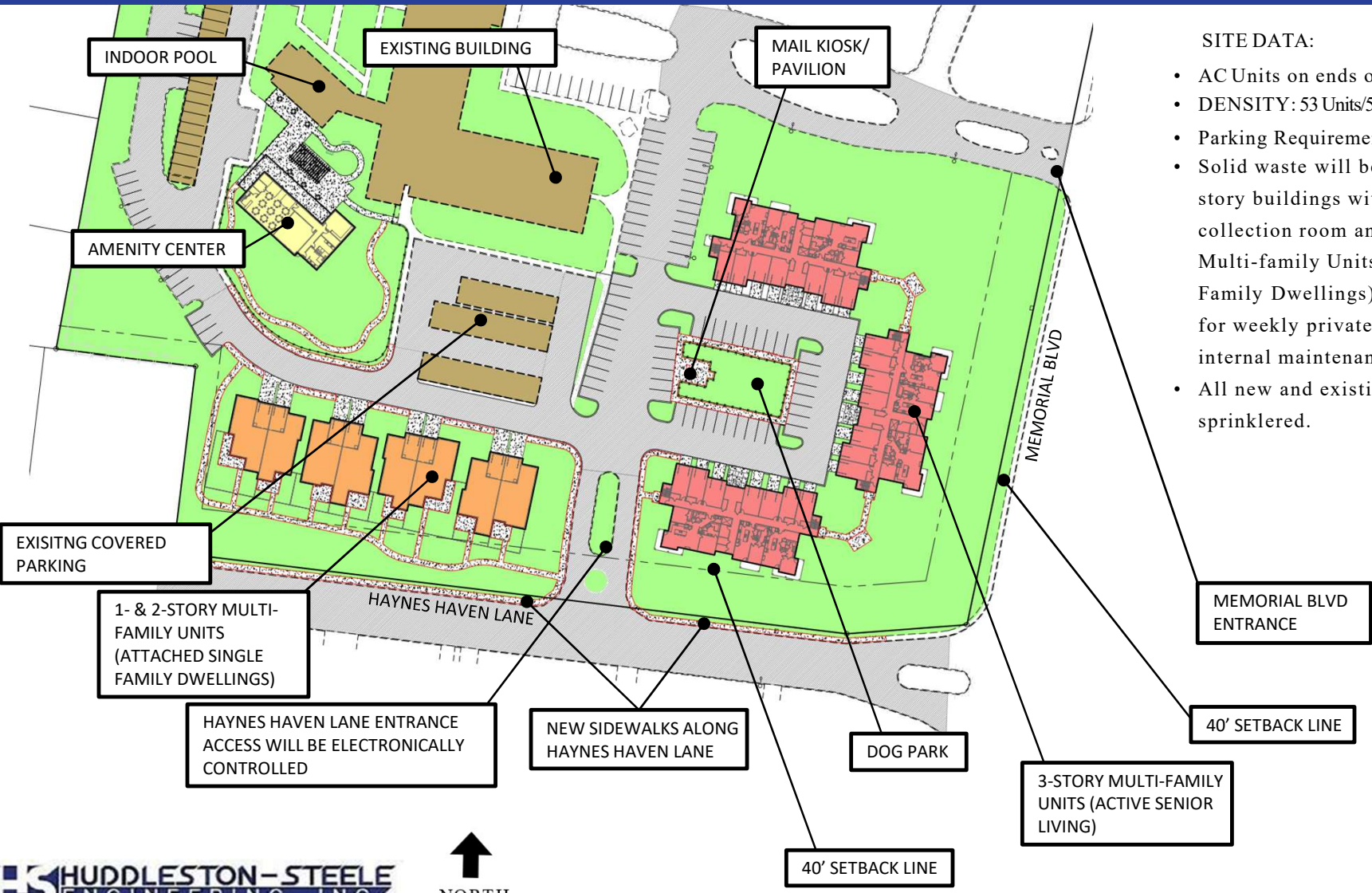






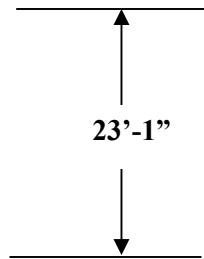


PLANNED UNIT DISTRICT

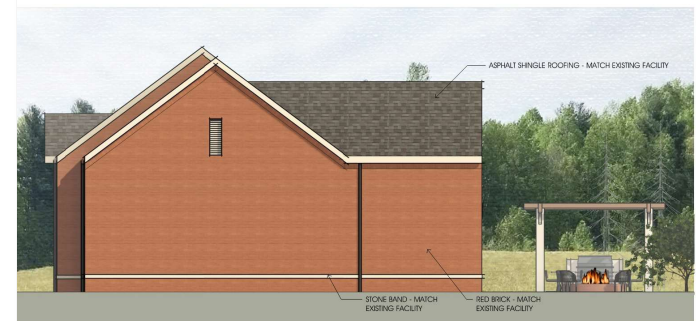


SITE DATA:

- AC Units on ends of buildings
- DENSITY: 53 Units/5.9 ACRE = 9.0 Units/ACRE
- Parking Requirements: See Parking Sheet 23.
- Solid waste will be handled at the 3-story buildings with an internal trash collection room and at the 1- & 2-story Multi-family Units (Attached Single Family Dwellings) with poly carts used for weekly private pick-up handled by internal maintenance staff.
- All new and existing buildings are sprinklered.



AMENITY CENTER END ELEVATION



AMENITY CENTER END ELEVATION

ELEVATIONS: 1- & 2-story Multi-family Units  
 (Attached Single Family Dwellings)

AdamsPlace – Active Senior Living

PLANNED UNIT DISTRICT



TOWNHOME ELEVATIONS - HAYNES HAVEN

MATERIAL PALLETTE



RED BRICK - MATCH EXISTING CAMPUS



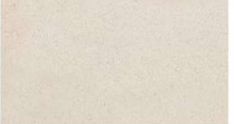
ASPHALT SHINGLE ROOFING -  
MATCH EXISTING CAMPUS



BOARD & BATTEN CEMENTITIOUS SIDING  
(OTHER COLORS WILL BE ALLOWED)



STANDING SEAM ROOF ACCENTS -  
MATCH EXISTING CAMPUS



STONE ACCENTS - MATCH EXISTING CAMPUS

# ELEVATIONS: 3 STORY 3-story Multi-family Units (Active Senior Living)

# AdamsPlace – Active Senior Living

## PLANNED UNIT DISTRICT



ENTRY ELEVATION - 3 STORY ACTIVE SENIOR LIVING



TYPICAL SIDE ELEVATION - 3 STORY ACTIVE SENIOR LIVING



REAR ELEVATION - 3 STORY ACTIVE SENIOR LIVING

### MATERIAL PALLETE



RED BRICK - MATCH EXISTING CAMPUS



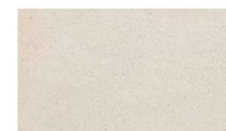
ASPHALT SHINGLE ROOFING - MATCH EXISTING CAMPUS



BOARD & BATTEN CEMENTITIOUS SIDING (OTHER COLORS WILL BE ALLOWED)



STANDING SEAM ROOF ACCENTS - MATCH EXISTING CAMPUS



STONE ACCENTS - MATCH EXISTING CAMPUS

JOHNSON+BAILEY ARCHITECTS P.C.

**HS HUDDLESTON - STEELE**  
ENGINEERING, INC.  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: 615-893-4084 FAX: 615-893-0080

CONSISTENT ARCHITECTURAL ELEMENTS



EXISTING BUILDING EAVE DETAILS - ADAMS PLACE



PROPOSED EAVE DETAILS



EXISTING GAS LAMP FIXTURE - ADAMS PLACE



PROPOSED GAS LAMP STYLE LIGHT FIXTURE



EXISTING BUILDING ARCH DETAILS - ADAMS PLACE INDEPENDENT LIVING



PROPOSED ARCH DETAILS





SITE DATA:

- 5.9 AC of new open space is provided.
- Open spaces add quality to the life of the Residents.
- The green space around the Amenity Center will have patio grilles and access to the existing pool for gatherings.
- The space will be landscaped to create a peaceful place for passive activities.
- The open space will be maintained by the Owner.





**AMENITIES:**

**AMENITY CENTER BUILDING:**

- GATHERING SPACE/MULTI-PURPOSE ROOM
- FITNESS CENTER
- ART STUDIO
- EVENT LAWN
- ARBOR WITH GRILLING STATION
- PASSIVE SEATING AREAS
- COVERED PORCH

**DOG PARK**

- COVERED PAVILION
- PASSIVE SEATING

**SIDEWALKS**

- ADDITIONAL SIDEWALK NETWORK

**PATIO NODES**

- PASSIVE SEATING
- CONNECTED TO WALKWAYS



AMENITY CENTER CONCEPT PLAN





1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

3-STORY MULTI-FAMILY UNITS (ACTIVE SENIOR LIVING)

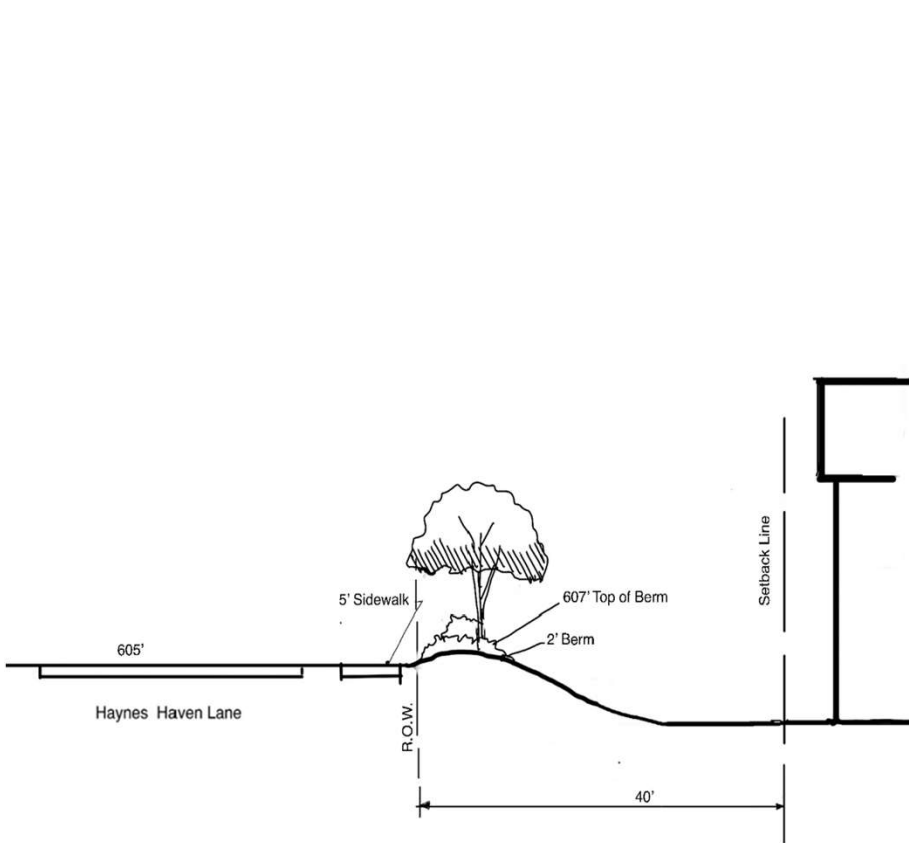
**LEGEND**  
CAMPUS SIDEWALK  
PUBLIC SIDEWALK



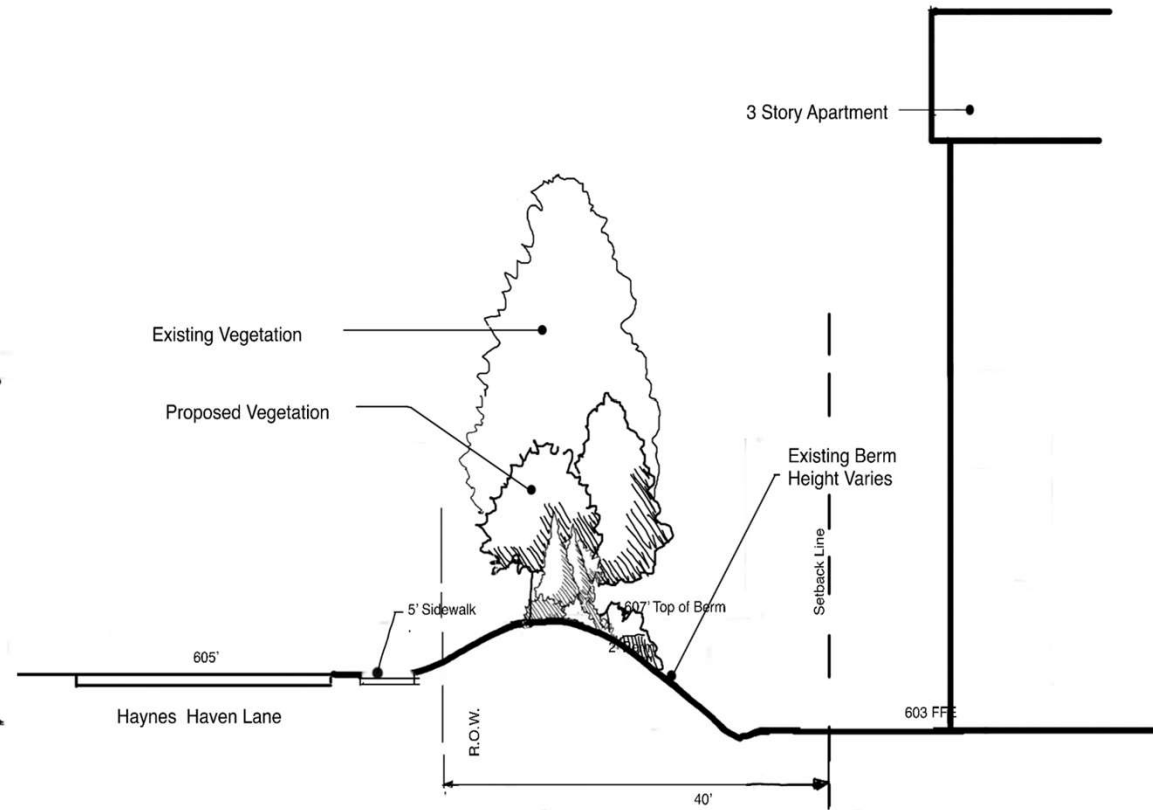
NORTH

THE INTERCONNECTIVITY OF THE CAMPUS IS A HIGH PRIORITY. THE ADDITION OF NEW SIDEWALKS FULFILL THIS PRIORITY. APPROXIMATELY 1700 LINEAR FEET OF CAMPUS SIDEWALKS AND 620 LINEAR FEET OF PUBLIC SIDEWALKS ARE PROPOSED.





**1- & 2-STORY MULTI-FAMILY ELEVATION**



**3-STORY MULTI-FAMILY ELEVATION**

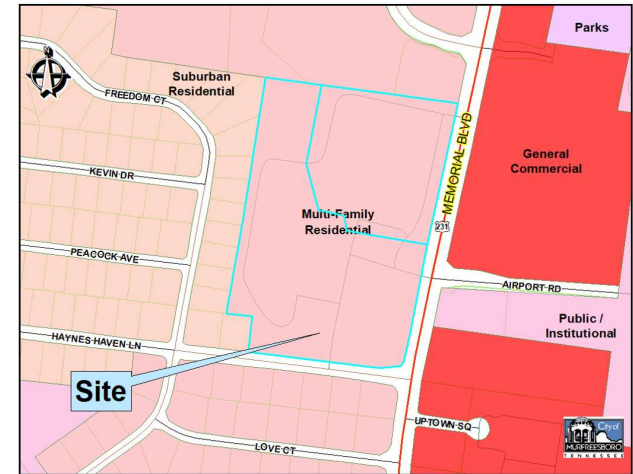


Development Standards:

- Development will include three new 3-story Multi-family Units (Active Senior Living) with 15 Units per building, four new 1- story and four new 2-story Multi-family Units (Detached Single Family Dwellings) with small courtyards and one new Amenity Center to be utilized by the entire AdamsPlace community
- The maximum average building height of 40'- 9"
- Solid waste will be through a private hauler. The 3-story Multi-family Units (Active Senior Living) will have trash rooms that will be routinely emptied by AdamsPlace staff. The 1-& 2-story Multi-family Units (Detached Single Family Dwellings) will use ploy carts stored in the home garage and picked up by a private hauler.
- Sidewalks will be provided internal to the development and on Haynes Haven Lane.

- Signage will not be changed at the existing entrances.
- Mail delivery will be accommodated via a mail kiosk in the common area located in the center of the newly developed area.
- Parking will be a combination of surface parking, parking under carports and garages. The garages are to meet all City requirements
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC Units will be located in clusters at the ends of the buildings.

Building Elevation Materials: Brick, and Hardie Board Siding



The 2035 Comprehensive Plans calls for Multi-family residential. The proposed zoning is consistent with the 2035 plan.

| LAND REQUIREMENT TABLE |              |            |                   |
|------------------------|--------------|------------|-------------------|
|                        | REQUIREMENT  | PROPOSED   |                   |
| <b>SETBACKS</b>        | <b>RS-15</b> | <b>PRD</b> | <b>DIFFERENCE</b> |
| FRONT SETBACK          | 40'          | 40'        | 0                 |
| SIDE SETBACK           | 12.5'        | 23.5       | 11'               |
| REAR SETBACK           | 30'          | 30'        | 0                 |
| MIN. LOT AREA          | NONE         | NONE       |                   |
| MIN. LOT WIDTH         | NONE         | NONE       |                   |
| MAX. HEIGHT            | 35'          | 40'-9"     | 5'-4"             |
| MAX. GROSS DENSITY     | 2.9          | 9          | 6.1               |
| MAX. F.A.R.            | NONE         | NA         |                   |
| MAX. L.S.R.            | NONE         | NA         |                   |
| MAX. O.S.R.            | NONE         | NA         |                   |
| MAX. LOT COVERAGE      | 25%          | 25%        | 0%                |

General Applicability for Planned Development

1. *Ownership and division of land:* The site is owned by the developer identified on Sheet 1, The lot is currently zoned RS-15 and PUD in the City of Murfreesboro.

2. *Waiver of BZA action:* No BZA actions will be required.

3. *Common space and common elements:* Common Space is noted on sheet 15.

4. *Accessibility of site:* Site will be accessed from Haynes Haven Road and Memorial Blvd, designated as a local street.

5. *Off-street parking .* Does not apply.

6. *Pedestrian circulation:* Sidewalk will be constructed internally for this project. See sheet 20.

7. *Privacy:* Existing Landscaping and Berms, where possible along Memorial Blvd, will be kept and new landscaping will be added as buffers between new buildings and adjacent neighbors and between new buildings and adjacent roadways. New landscaping will be added along Haynes Haven Lane.

Supplemental landscaping will be added along Memorial Blvd. See Sheet 21.

7. *Relationship to zoning regulations and other zoning regulations:* A PUD is being requested for the subject property. See sheet 2.

8. *Development Period;* Phasing. The project shall be completed in one phase.

9. *Annexation:* No annexation is required for this site.

10. *Landscaping:* Landscaping will be provided per sheet 20.

| SITE DATA   | ENTIRE PARCEL |
|---|---------------|
| TOTAL NEW DEVELOPED AREA                            | 256,075 SF    |
| TOTAL IMPERVIOUS                                    | 96,733 SF     |
| TOTAL PERVIOUS                                      | 159,339 SF    |
| TOTAL ATTACHED SINGLE FAMILY UNIT BUILDING COVERAGE | 12,960 SF     |
| TOTAL ACTIVE SENIOR LIVING BUILDING COVERAGE        | 24,295 SF     |
| TOTAL PARKING LOT COVERAGE                          | 30,523 SF     |
| F.A.R   | 0.38          |
| O.S.R   | 1.03          |
| L.S.R   | 1.92          |

Section 13D – Planned Development Criteria Requirements

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: Shown in pattern book on Sheets 3,4,5 and 7.
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; Shown in pattern book Sheets 6 and 8.
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; Shown in pattern book Sheet 8.
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; Shown in pattern book Sheet 15.
5. A tabulation of the maximum number of dwelling Units proposed including the number of Units with two or less bedrooms and the number of Units with more than two bedrooms; Shown in pattern book Sheet 2.
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); See sheet 25.
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; See sheet 2.
8. If the planned development is proposed to be constructed in stages or Units during a period extending beyond a single construction season, a development schedule indicating:
  - (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built;
  - (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and,
  - (dd) a breakdown by phase for subsections [5] and [6] above;

The PUD will be constructed in one phase.

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

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; **Exception #1: A reduction in parking spaces of ratio from 1.5 to 1.0 per 1 BR. Exception #2: An increase in building height of 5'-4" compared to RS-15. Exception #3: (5) RS- 15 lots previous not in the Original PUD to be included. Exception #4: Modify the landscaping and buffering on the RS-15 lots as approved with the original PUD. Exception #5: Remove the requirement that allows no more than 25 parking spaces on Lot#4 only, if Phase IV of this project is developed.**

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; Does not apply.

12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; The subject property will not influence by the Major Thoroughfare Plan.

13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; See Sheet 1.

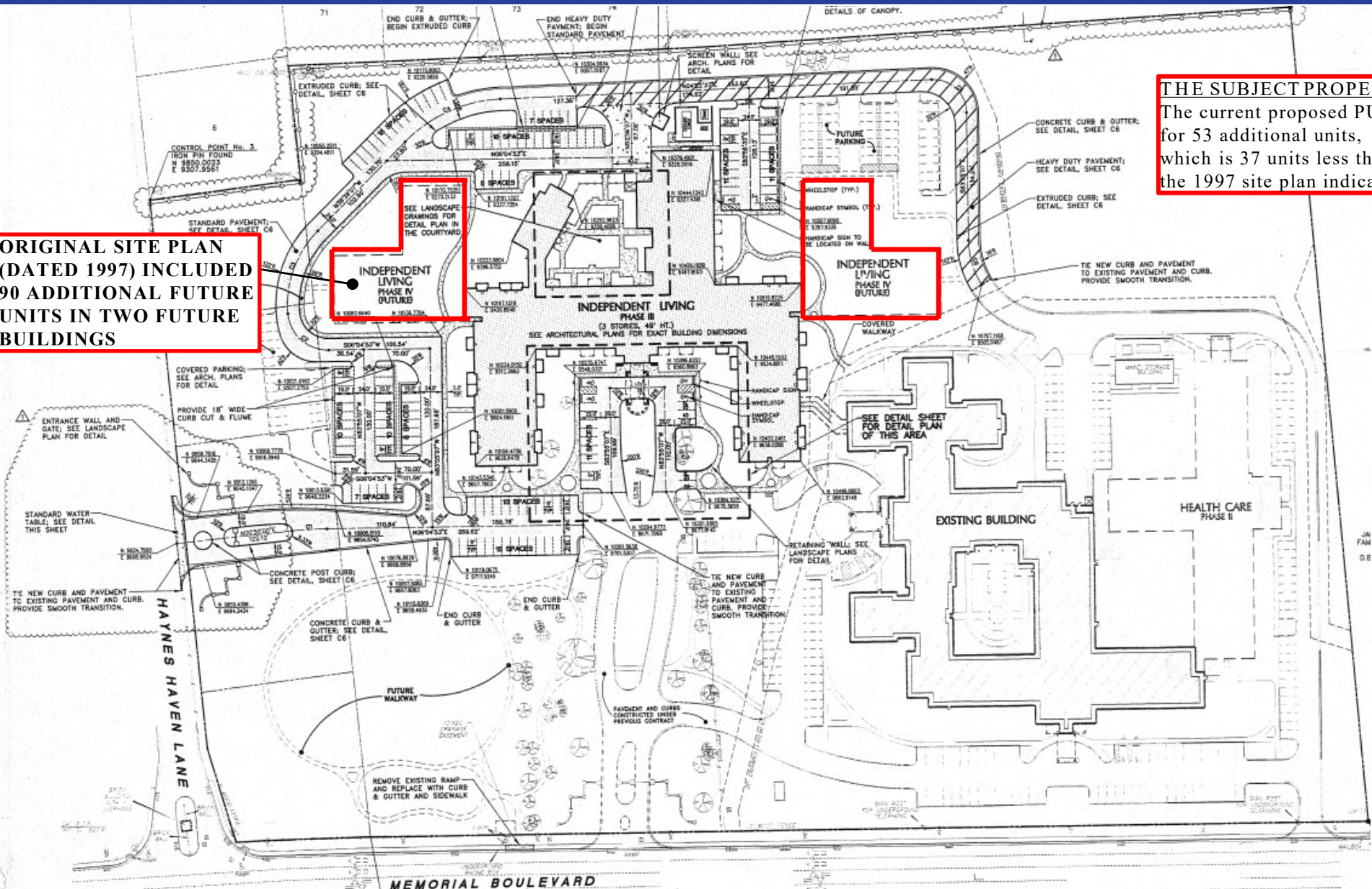
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. See Sheets 14-16.

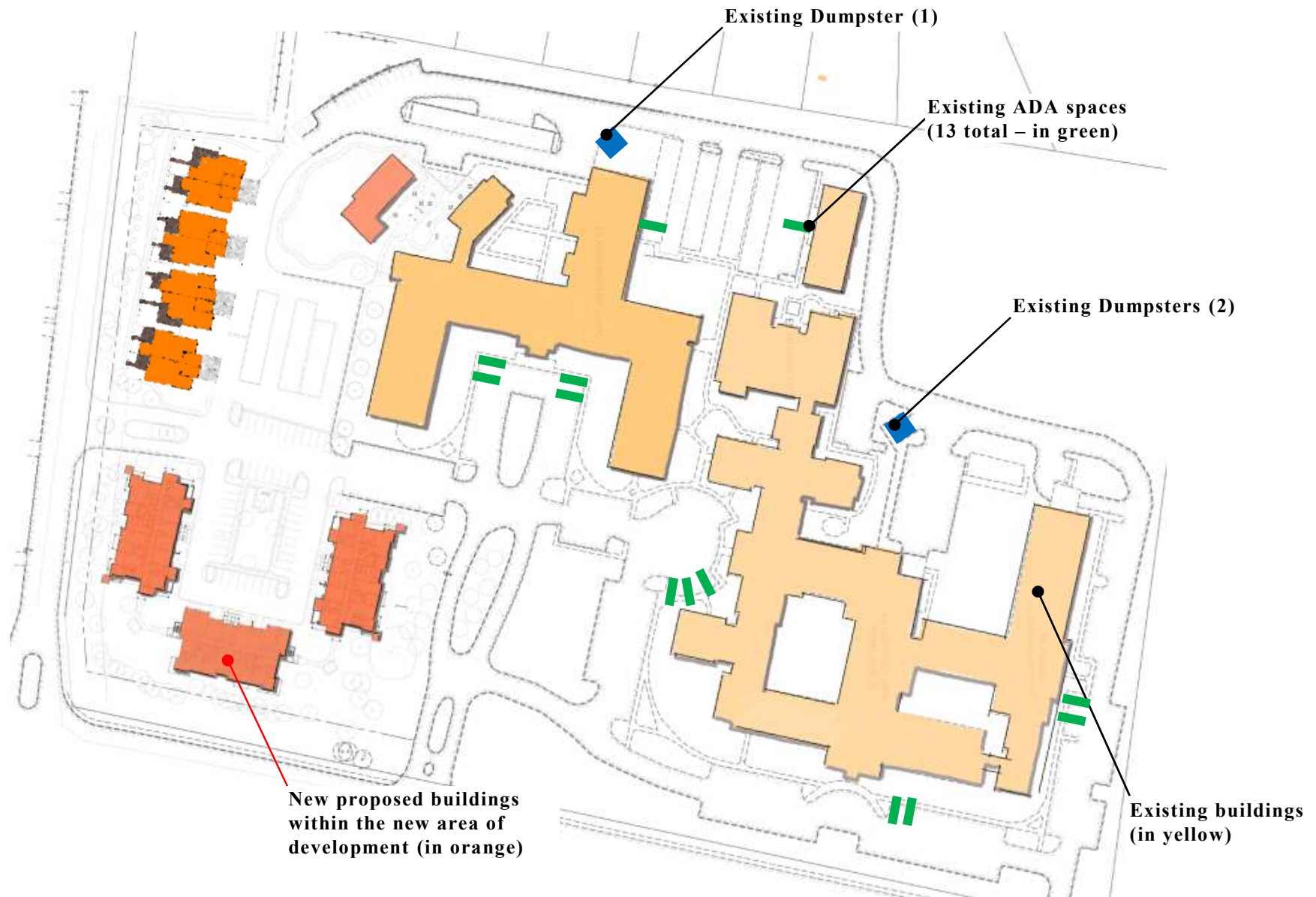
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: Does not apply.

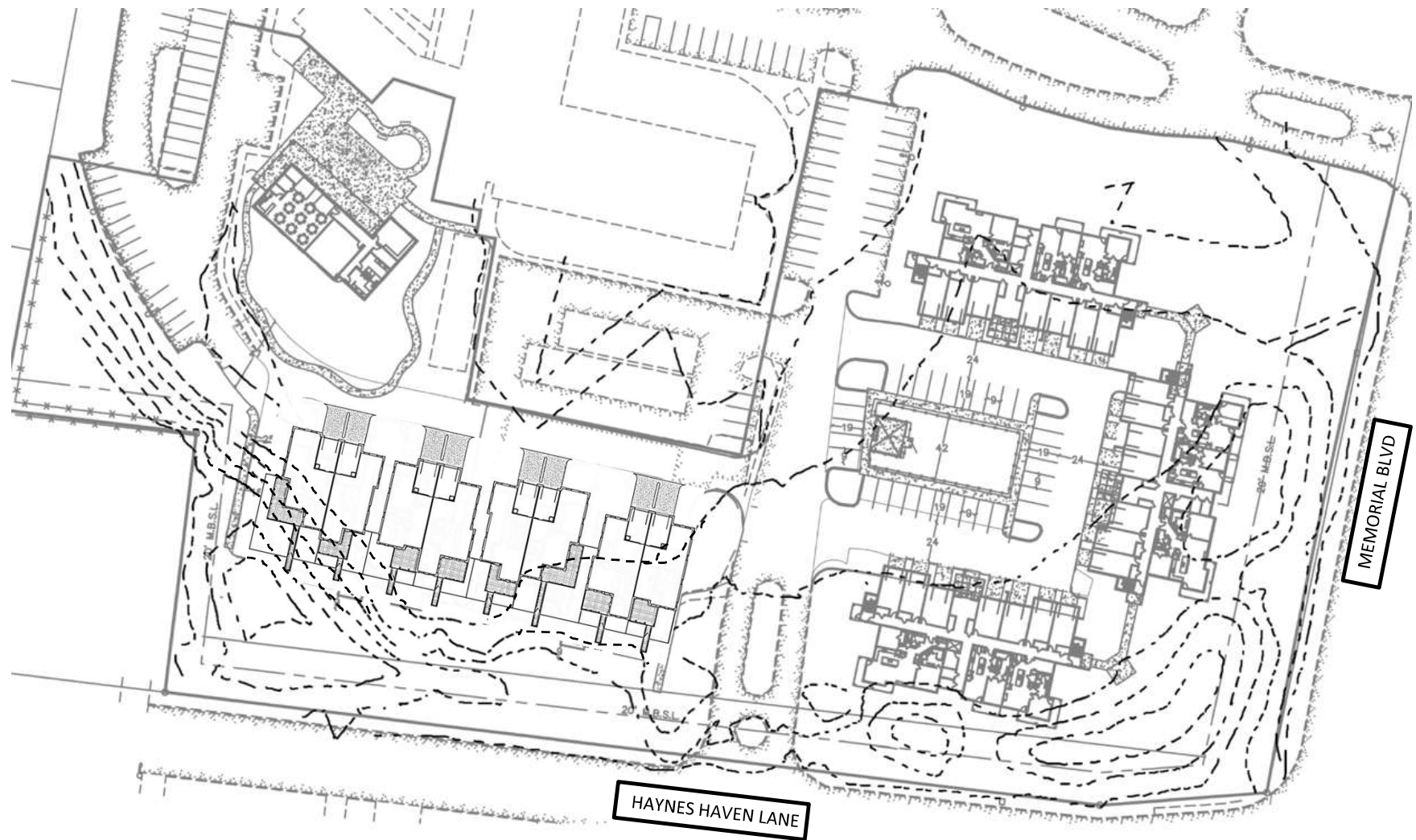


**THE SUBJECT PROPERTY**  
The current proposed PUD is for 53 additional units, which is 37 units less than the 1997 site plan indicated.

**ORIGINAL SITE PLAN (DATED 1997) INCLUDED 90 ADDITIONAL FUTURE UNITS IN TWO FUTURE BUILDINGS**









1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

HAYNES HAVEN LANE

3-STORY MULTI-FAMILY UNITS (ACTIVE SENIOR LIVING)

3-STORY MULTI-FAMILY UNITS (ACTIVE SENIOR LIVING)



1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

HAYNES HAVEN LANE

THESE PERSPECTIVES ARE INTENDED TO PRESENT THE RELATIONSHIP OF ARCHITECTURE TO HAYNES HAVEN LANE.

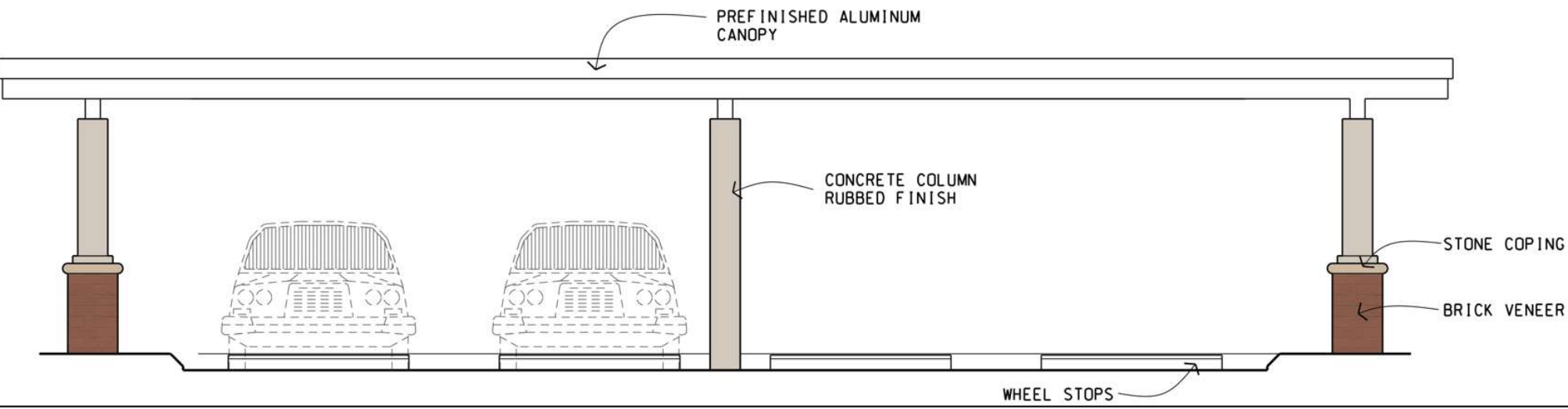


EXISTING HOMES

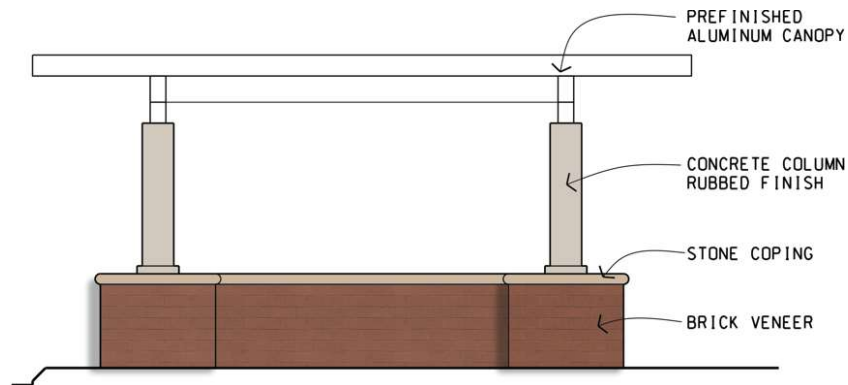
1- & 2-STORY MULTI-FAMILY UNITS (ATTACHED SINGLE FAMILY DWELLINGS)

HAYNES HAVEN LANE

THESE PERSPECTIVES ARE INTENDED TO PRESENT THE RELATIONSHIP OF ARCHITECTURE TO HAYNES HAVEN LANE.



**Front View**



**Side View**

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

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

**1. Call to order.**

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

**2. Determination of a quorum.**

Chair Kathy Jones determined that a quorum was present.

**3. Approve minutes of the August 17, 2022, Planning Commission meeting.**

Ms. Jami Averwater moved to approve the minutes of the August 17, 2022, Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

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

Nay: None

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

## 4. Public Hearings and Recommendations to City Council:

**Zoning application [2022-417] for approximately 30 acres located at 1750 North Thompson Lane to be rezoned from RS-15 & PSO to CM & PSO, New Vision Baptist Church applicant.** Ms. Margaret Ann Green & Mr. Joel Aguilera presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

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

Nay: None

**Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant.** Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022

Mr. Clyde Rountree (landscape architect), Mr. Mike Ussery (Chief Operating Officer at NHC), Mr. Keaton Pettit (Architect), and Ms. Terri Deal (Executive Director at Adams Place) were in attendance for the meeting. Mr. Clyde Rountree and Mr. Keaton Pettit each gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones requested for the proposed structure that would face Haynes Haven to be improved with additional brick and architecture so it would appear as being a front to blend with the existing neighborhood. Vice-Chairman Ken Halliburton asked for clarification regarding the existing gate if all current residents and those who would reside at the proposed addition would have access to enter and exit at the gate; to which Mr. Clyde Rountree answered, yes. Ms. Terri Deal stated it is currently being used by the residents, staff, and those from Haynes Haven community. Anyone who drives up to the gate and waits, the gate would open.

Chair Kathy Jones opened the public hearing.

1. **Ms. Charlotte Gardner, 1925 Memorial Boulevard** – stated she had a petition with over 70 signatures from Adams Place Independent Living, who oppose the proposed development.
2. **Mr. Mark Wood, 107 Haynes Haven Lane** – requested that the application be denied.
3. **Mr. Kenneth Brooks, 107 Love Court** - requested that the application be denied.
4. **Mr. John Bickford, 115 Love Court** – requested that the application be denied.
5. **Mr. Orville Mann, 323 Haynes Haven Lane** – requested that the application be denied.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022**

6. **Ms. Carol Clark, 327 Haynes Haven Lane** – requested that the application be denied.
7. **Ms. Martha Whitfield, 206 Haynes Haven Lane** – requested that the application be denied.
8. **Mr. Don Whitfield, 206 Haynes Haven Lane** – requested that the application be denied.
9. **Ms. Gail Hendrix, 103 Haynes Haven Lane** – requested that the application be denied.
10. **Ms. Ellen Scudder, 403 Peacock Avenue** – requested that the application be denied.
11. **Ms. Krista Warren, 307 Kevin Drive** - requested that the application be denied.
12. **Ms. Valerie Martin, 207 Peacock Avenue** - requested that the application be denied.
13. **Ms. Lanita Bowman, 123 Love Court** - requested that the application be denied.
14. **Mr. Doug Gingrich, 411 Haynes Haven Lane** – requested that the application be denied.

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

Mr. Clyde Rountree came forward to address the traffic impact and provide additional details regarding the application.

The Planning Commission requested for information regarding the original zoning approvals. Ms. Margaret Ann Green presented the requested information from the previous zoning approvals.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2022**

The Planning Commission made known their concerns including the following: the 20-foot setback along Haynes Haven Drive, which should be increased to 40 feet like the neighborhood; address the height of buildings; preserve magnolia trees and landscaping; improve the architecture of the proposed building; and address the traffic with the existing gate. Mr. Chase Salas stated there is a substantial need for development for ages 55 and up. Lastly, Vice-Chairman Ken Halliburton expressed his concerns with the large number of residents from Adams Place attending this meeting who oppose this proposal. The Planning Commission asked for a deferral.

**Mr. Mike Ussery of NHC, 2508 Belfast Court** stated that the independent living apartments are homes for very active adults. Today, their staff had received numerous correspondence from their residents' expressing concerns for this proposal. Adams Place values their concerns and wants to be responsive in addressing them.

Mr. Clyde Rountree came forward stating they would like to continue working on specific concerns for a compromise with this proposal; he requested for an indefinite deferral.

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

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

Nay: None

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
DECEMBER 7, 2022**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Bryan Prince  
Warren Russell  
Shawn Wright

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Amelia Kerr, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
Teresa Stevens, Sign Administrator  
David Ives, Deputy City Attorney  
Roman Hankins, Assistant City Attorney  
Sam Huddleston, Executive Dir. Dev't Services

**1. Call to order.**

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

**2. Determination of a quorum.**

Chair Kathy Jones determined that a quorum was present.

**3. Approve minutes of the November 16, 2022 and November 30, 2022 Planning Commission meetings.**

Vice-Chairman Ken Halliburton moved to approve the minutes of the November 16, 2022 and November 30, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Bryan Prince  
Warren Russell  
Shawn Wright

Nay: None

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 7, 2022**

**Zoning application [2022-420] for approximately 22 acres located at 1925 & 1927 Memorial Boulevard to be rezoned from RS-15 to PUD (5.4 acres) and to amend the Adams Place PUD (16.6 acres), AdamsPlace, LLC applicant.** Ms. Margaret Ann Green

presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree (landscape architect), Mr. Keaton Pettit (Architect), Mr. Andy Clark (Assistant VP, Development at NHC), and Ms. Terri Deal (Executive Director at Adams Place) were in attendance for the meeting. Mr. Clyde Rountree gave a PowerPoint presentation with proposed changes from the original pattern book. The revised pattern book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

The Planning Commission discussed the revised plan, including the improved viewshed from Haynes Haven Lane and the operation of the gate along Haynes Haven Lane.

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

Aye: Kathy Jones  
Ken Halliburton  
Bryan Prince  
Warren Russell  
Shawn Wright

Nay: None

**ORDINANCE 22-OZ-48** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the zoning of approximately 22 acres located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend the use of approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant, [2022-420].

**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 to Planned Unit Development (PUD) District and to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing the development of 53 additional multi-family dwelling units and a new amenity center building.

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

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker  
City Attorney

SEAL



Ordinance 22-OZ-48

CH

CH

**PUD Amended**

CH

WENDELWOOD-DR

RS-15

RS-15

KEVIN-DR

RS-15

PUD

CH

MEMORIAL-BLVD

AIRPORT-RD

**Area Rezoned from RS-15 to PUD**

RS-15

JAMES-DR

HAYNES-HAVEN-LN

CH

RS-15

RS-15

UPTOWN-SQ

LOVE-CT



# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

---

**Item Title:** Sewer Allocation Variance- River Rock Boulevard – Commercial Development

**Department:** Planning

**Presented by:** Brad Barbee, Planner

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

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

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately two sfu’s for this proposed commercial development.

**Background Information**

The Planning Commission approved plans last year for a multi-tenant commercial development located 601-609 River Rock Boulevard. The property is zoned Commercial Highway (CH), which for sewer allocation purposes allows development of 2.5 single family units (sfu) per acre. The subject lot is ≈3.2 acres in size, allowing only eight sfu. In August 2023, Council approved a variance for this development of one sfu. The proposed tenant mix, however, which now includes a restaurant use, renders the approved variance insufficient. The anticipated usage requires ten sfu, an increase over the approved variance by one additional sfu. MWRD finds that the sewer system can convey the estimated sewer flows resulting from this development. Staff recommends the requested variance is justified by the job creation and additional City revenue.

**Council Priorities Served**

*Improve economic development*

The proposed development will create jobs within the community and provide the City and MWRD additional revenue.

**Concurrence**

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.



**Fiscal Impact**

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

**Attachments**

1. Request letter from applicant
2. Site plan
3. Memo from MWRD

March 20, 2024

Mr. Ben Newman, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
Email: [bnewman@murfreesborotn.gov](mailto:bnewman@murfreesborotn.gov)

Re: Emergency Restoration Services  
Racquet Club Subdivision Lot 1 (Phase I)  
**Revised** Sewer Allocation Variance Request  
Murfreesboro, TN

Dear Mr. Newman:

The property we are requesting a **revised** variance on is Racquet Club Subdivision, Lot 1 on River Rock Boulevard. Phase I of this development is proposed to have two retail buildings totaling 12,800 SF and being added to the existing 31,000 SF building being used for office, storage, and sports training. This property is zoned Commercial Highway (CH). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gallons per day (gpd)/acre. For the 3.2 acres in Phase I, this would result in 2080 gpd.

We originally estimated that the proposed retail would generate 2290 gpd. However, given that a restaurant will be included in one of the retail buildings, we now estimate that the proposed retail would generate 2556 gpd. Adding this 2556 gpd to the existing 73 gpd being generated by the existing building results in 2629 gpd. This is an additional 549 gpd over the 2080 gpd, or an additional equivalent of 2 s.f.u. This is 1 equivalent additional s.f.u. over our original equivalent addition of 1 s.f.u.

We appreciate the opportunity to submit this variance request and hope to continue with this development to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



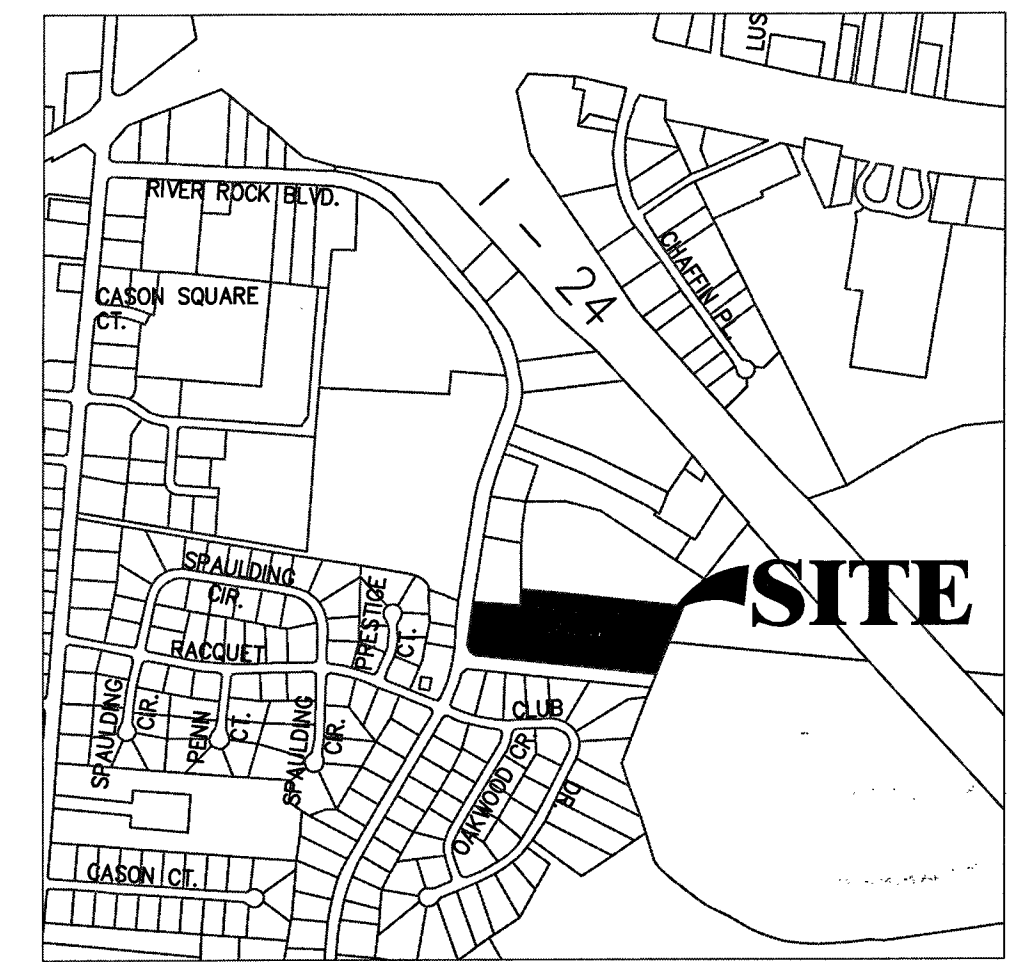
William H. Huddleston IV, P.E., R.L.S.

Cc: Matthew Blomeley  
Valerie H. Smith

**(COMMUNITY COLLECTOR)  
RIVER ROCK BOULEVARD**

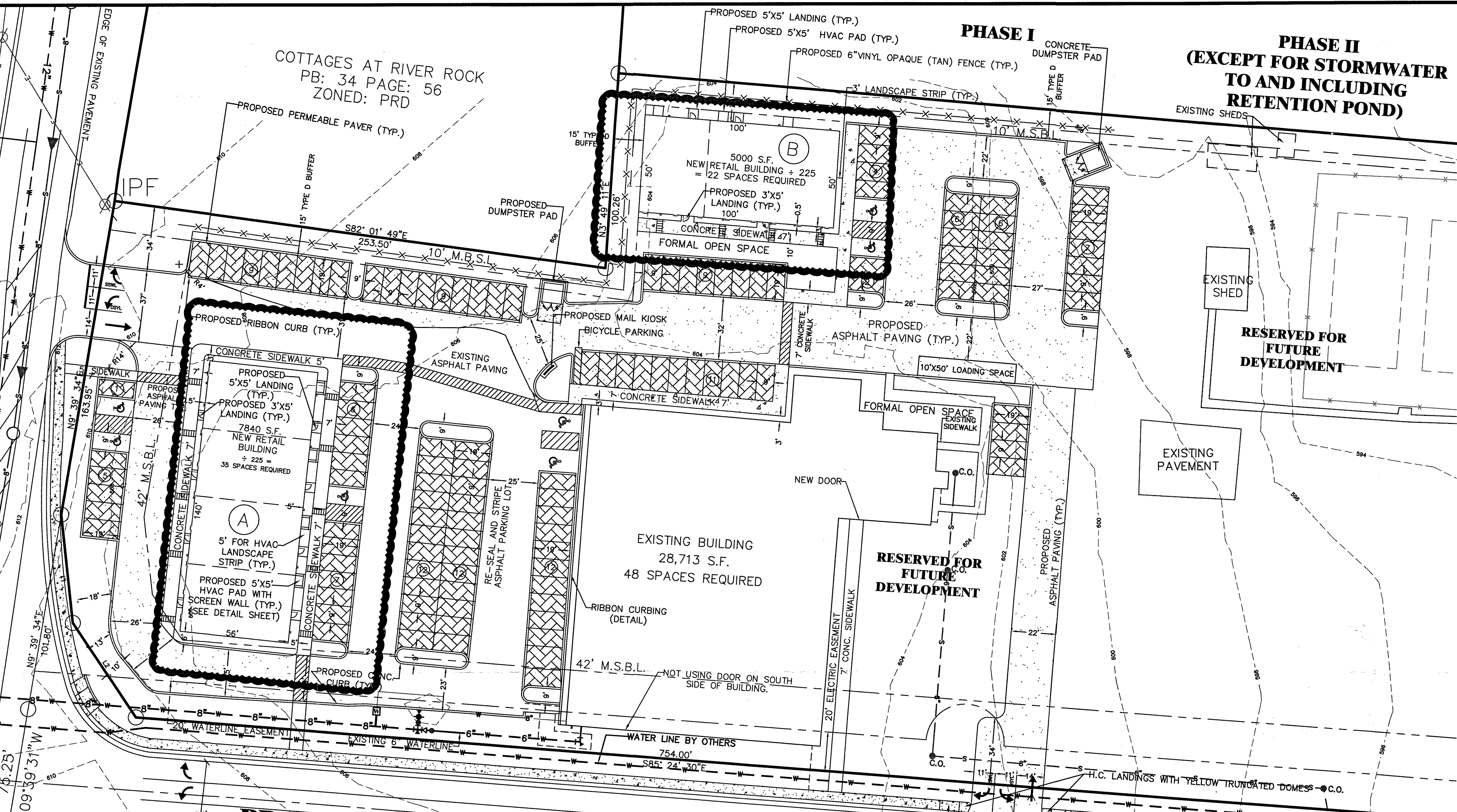
COTTAGES AT RIVER ROCK  
PB: 34 PAGE: 56  
ZONED: PRD

**PHASE II  
(EXCEPT FOR STORMWATER  
TO AND INCLUDING  
RETENTION POND)**



LOCATION MAP  
N.T.S.

- STANDARD NOTES:
- IN ACCORDANCE WITH TCA SECTION 7-59-310(9)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASE OF NEW CONSTRUCTION OF PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATES ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS OR VAULTS, AND LATERALS REFERRED TO AS "EQUIPMENT" TO BE PROVIDED AT SUCH PROVIDERS' EXPENSE.
  - ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO INDEPENDENT REVIEW BY THE BUILDING AND CODES DEPARTMENT. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
  - A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
  - FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
  - FOR ANY WORK PROPOSED IN THE PUBLIC RIGHT-OF-WAY, THE FOLLOWING NOTE SHALL BE ADDED TO THE PLANS: CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
  - THE FOLLOWING STANDARD NOTES SHALL APPEAR ON ALL SITE PLANS WITH FRONTAGE ALONG A STATE HIGHWAY:
  - A TDOT PERMIT MAY BE REQUIRED. EVIDENCE OF TDOT APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
  - THE FOLLOWING STANDARD NOTE SHALL APPEAR ON ALL SITE PLANS THAT ARE NOT EXEMPT FROM PROVIDING A STORMWATER MANAGEMENT PLAN: "A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAMBANK PROTECTION VOLUME MUST BE PROVIDED."
  - "AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY."
  - "A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT."
  - "A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT."
  - "THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY."
  - AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
  - A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAMBANK PROTECTION VOLUME MUST BE PROVIDED.
  - A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
  - A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
  - THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
  - HVAC CANNOT IMPEDE MINIMUM SIDEWALK WIDTHS FOR ADA ACCESS.



**PROPOSED RIVER ROCK BOULEVARD. BEASIE ROAD CONNECTION**

COUNTRYSIDE SUBDIVISION  
SECTION 1, LOT 17  
PB: 5 PAGE: 111  
ZONED: RS-15

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N8°04'14"W  | 55.86' |
| L2   | N33°09'18"W | 58.81' |
| L3   | S4°35'30"W  | 30.50' |
| L4   | N83°45'12"W | 94.44' |
| L5   | S4°35'30"W  | 27.77' |

**LEGEND**

- ⊙ Power Pole
- ⊙ Existing Fire Hydrant
- ⊙ Proposed Fire Hydrant
- ⊙ Reducer
- ⊙ Proposed Gate Valve & Box
- ⊙ Concrete Thrust Block
- ⊙ Proposed Fence
- ⊙ Existing fence
- ⊙ Existing Water Line
- ⊙ Proposed Water Line
- ⊙ Existing Sanitary Sewer Line
- ⊙ Proposed Sanitary Sewer Line
- ⊙ Existing Manhole
- ⊙ Proposed Manhole
- ⊙ Sewer Line Check Dam
- ⊙ Existing Contours
- ⊙ Proposed Contours
- ⊙ Existing Spot Elevations
- ⊙ Proposed Spot Elevations
- ⊙ Situation Fence
- ⊙ (to be installed before grading and left in place until established over all disturbed a good stand of grass is
- ⊙ Turf Reinforcement Mat
- ⊙ Existing Telephone & Electric Line
- ⊙ UGE - Existing Underground Electric Line
- ⊙ CMP - Corrugated Metal Pipe
- ⊙ RCP - Reinforced Concrete Pipe

**SITE DATA**

**PHASE I**  
EXISTING BUILDING: TOTAL 28,713 S.F.±  
USES: 885 S.F.± LOBBY AREA (EXCLUDED FROM PARKING CALC'S)  
2,354 S.F.± TOILET AREA (EXCLUDED FROM PARKING CALC'S)  
4,456 S.F.± 1ST FLOOR OFFICE (224 S.F.± EXCLUDED FROM PARKING CALC'S FOR STAIRWELL)  
3,559 S.F.± 2ND FLOOR OFFICE (536 S.F.± EXCLUDED FROM PARKING CALC'S FOR STAIRWELL AND MECH./STORAGE)  
3,009 S.F.± OF OFFICE/STORAGE WAREHOUSE (EXCLUDED FROM PARKING CALC'S)  
14,450 S.F.± INDOOR AMUSEMENTS. (9,995 S.F.± EXCLUDED FROM PARKING CALC'S FOR RECREATION SPACE AND 3,705 S.F.± EXCLUDED FROM PARKING CALC'S FOR STORAGE SPACE)

**PHASE II**  
USE: OFFICE (EXISTING BUILDING) 11,024 S.F.± OFFICE  
1ST FLOOR OFFICE 4,456 S.F.± - 224 S.F.± (STAIRWELL) = 4,232 S.F.±  
2ND FLOOR OFFICE 3,559 S.F.± - 536 S.F.± (STAIRWELL AND MECH./STORAGE) = 3,023 S.F.±  
3,009 S.F.± OFFICE/STORAGE WAREHOUSE EXCLUDED FROM PARKING CALC'S  
4,232 S.F.± + 3,023 S.F.± = 7,255 S.F.±  
PARKING REQUIRED: 7,255 S.F.±:X1 SPACE PER 300 S.F. = 24 SPACES

USE: INDOOR AMUSEMENTS (EXISTING BUILDING) 14,450 S.F.±  
- 9,995 S.F.± (RECREATION SPACE) - 3,705 S.F.± (STORAGE SPACE)  
14,450 S.F.± - 13,700 S.F.± = 750 S.F. (OCCUPIED SPACE)  
PARKING REQUIRED: 750 S.F.±:X1 SPACE PER 100 S.F.± = 8 SPACES

USE: COMMERCIAL CENTER  
2 BUILDINGS (BUILDINGS A AND B): 12,840 S.F. ±  
PARKING REQUIRED: 1 SPACE PER 225 S.F. = 57 SPACES

(NO MORE THAN 35% OF BUILDING B OR BUILDING A MAY BE A RESTAURANT)  
(NO OUTDOOR STORAGE)  
TOTAL PARKING REQUIRED: 89 SPACES  
TOTAL PARKING PROVIDED: 122 SPACES + 6 H.C. SPACES

NOTE: SIDEWALKS SHALL BE RAISED

NOTE: CITY IS RECORDING ROW

LANDSCAPE BUFFER D WITH 3'-FOOT TALL BERM

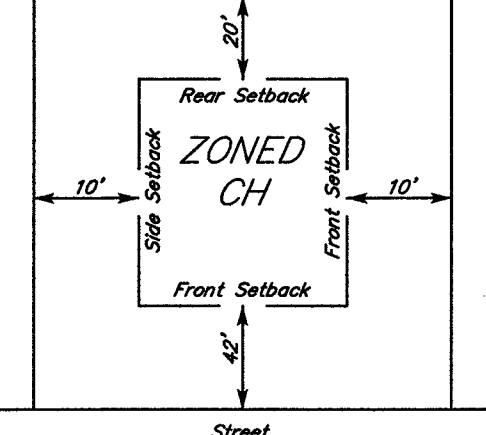
- LEGEND**
- ⊙ IRON PIN SET (1/2" REBAR WITH STAMPED H-S ENGR)
  - ⊙ IRON PIN FOUND
  - ⊙ POWER POLE
  - ⊙ NAIL
  - ⊙ FENCE
  - ⊙ EXISTING WATER LINE
  - ⊙ EXISTING ELECTRIC LINE
  - ⊙ EXISTING TELEPHONE LINE

THE SURVEY IS A TOPOGRAPHIC SURVEY FOR INFORMATION ONLY AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-.07.

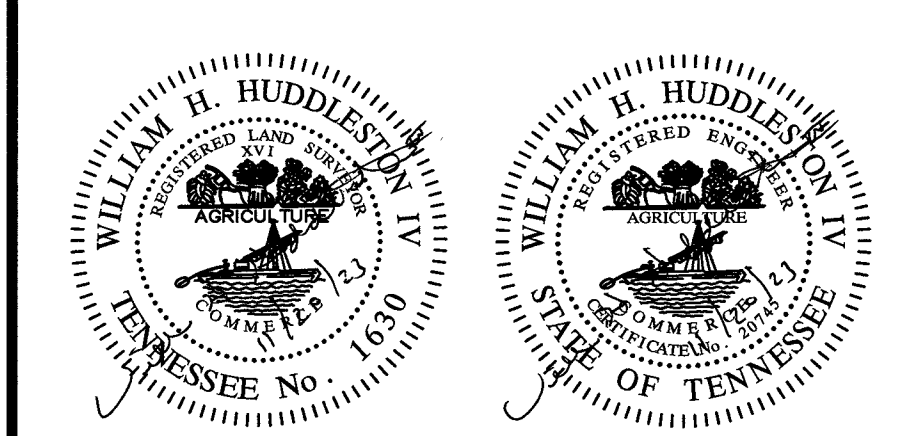
| DRAWN BY | # | DATE     | REVISION                          |
|----------|---|----------|-----------------------------------|
| L.M.     | 1 | 08-08-23 | REVISED PER DUE DILIGENCE MEETING |
| L.M.     | 2 | 09-01-23 | REVISED PER CITY COMMENTS         |
| L.M.     | 3 | 09-13-23 | REVISED PER CITY COMMENTS         |
| L.M.     | 4 | 09-19-23 | REVISED PER CITY COMMENTS         |
| L.M.     | 5 | 10-17-23 | REVISED PER CITY COMMENTS         |
| L.M.     | 6 | 11-10-23 | REVISED PER CITY COMMENTS         |

8.02± ACRES

ZONING: CH  
FRONT SETBACK: 42'  
SIDE SETBACK: 10'  
REAR SETBACK: 20'



TYPICAL BUILDING SETBACK DETAIL  
N.T.S.



**HUDDLESTON-STEEL  
ENGINEERING, INC.**  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: (615)893-4084, FAX: (615)893-0080

**SITE PLAN  
EMERGENCY RESTORATION SERVICES  
RACQUET CLUB  
SUBDIVISION LOT 1**

MURFREESBORO, RUTHERFORD CO. TENNESSEE

13th CIVIL DISTRICT ~ RUTHERFORD COUNTY ~ TN.

DATE: NOVEMBER, 2023 Scale: 1"=30' Sheet 5 of 9



*... creating a better quality of life*

## *MEMORANDUM*

DATE: March 22, 2024

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Racquet Club Subdivision Lot 1 (Phase 1)  
Sewer Allocation Ordinance (SAO)  
Variance Request

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### **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

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

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF11A currently has capacity for 8336 connections. By committing sewer service to this development, Staff is determining that basin 11A's sewer connection capacity will be reduced by one connection, resulting in 8335 available connections for future developments. Currently, staff have determined there is capacity downstream of the site. Please note that while each building is counted as 1 sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 10 sfu's, resulting in a larger sewer discharge than the 490 gallon per day per connection average the model is based upon.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 3.2 acres, the property is allowed 8 sfu's. The development was previously granted a variance for 1 sfu and therefore, the request is for 1 additional sfu.

Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street \* P.O. Box 1477 \* Murfreesboro, TN 37133-1477 \* Office: 615 890 0862 \* Fax: 615 896 4259  
TTY 615 848 3214 \* [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Application for Creation of the Sports Authority of Murfreesboro

**Department:** Administration

**Presented by:** Craig Tindall, City Manager

**Requested Council Action:**

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

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**Summary**

Resolution authorizing the creation of the Sports Authority within the City.

**Staff Recommendation**

Approve Resolution 24-R-06

**Background Information**

State statutes permit a municipality to form a sports authority for purposes of furthering sports and recreation. The benefit of a sports authority is the formation of a board of directors focused on the goals of the authority, the ability to finance directly sports and recreation projects as a revenue-based project. A municipality could choose to participate in the financing of such projects, but that participation is not required as it otherwise would be.

Murfreesboro, long recognized for its vibrant sports and recreational offerings, has developed several facilities that could benefit from revenue enhancement activities of a sports authority. Siegel Soccer Complex, Adam Tennis Center, and Old Fort Golf, all supported by the general fund, are prime examples of facilities that would financially benefit from additional revenue sources. These facilities would continue to be managed by the Parks and Recreation Department with the authority providing budgetary supplement.

A sports authority focusing on creating new revenue opportunities will benefit the City by decreasing tax support necessary to maintain existing facilities. Additionally, the authority will advance the development of new sports and recreational facilities by working with City's Recreation Division and its board and commission to create a long-range Master Plan for Sports and Recreation Development. The authority would work closely with the Parks and Recreation Department to structure financing alternatives for facility development costs and maintenance expenses.

**Council Priorities Served**

*Responsible budgeting*

Identifying potential revenue enhancement opportunities is part of budgeting public funds responsibly.

*Improve economic development & Establish strong City brand.*

Sports and recreational facilities enhance a city’s visibility in the economic arena for professional development opportunities.

**Operational Issues**

None. The proposed Sports Authority will have no facilities operating responsibilities. Its purpose is to supplement the Parks and Recreation Department revenue.

**Fiscal Impact**

No immediate impact. The extent of future revenue opportunities will be studied and reported in a Sports Authority Master Plan and on a case-by-case basis.

**Attachments**

Resolution 24-R-06

**RESOLUTION 24-R-06** permitting and directing the formation of the Sports Authority of Murfreesboro.

**WHEREAS**, there exists a need to promote, maintain, improve, and further develop recreational facilities within the City; and

**WHEREAS**, the development, maintenance, and improvement of sports facilities within the City provides a means to attract and locate major sporting events, enhance the City's image as an amateur sports center, and encourage and foster other types of economic development and prosperity; and

**WHEREAS**, a designated sports authority that is an instrumentality of the City will be beneficial in facilitating, equipping, funding, and financing the acquisition, construction, and rehabilitation of sports and recreational facilities within the City; and

**WHEREAS**, a sports authority will assist in the planning, promotion, financing, construction, acquisition, renovation, equipping, and improvement of sports facilities for public participation and enjoyment of sports, fitness, health, and recreational activities; and

**WHEREAS** a sports authority will be able to work with the City's Parks and Recreation Board and Parks and Recreation Department in the development of comprehensive, long-range master plans for the orderly development of sports and recreational facilities and to promote sports and sports-related activities.

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

SECTION 1. The City Council finds the following:

a. The requisite number of duly qualified voters of the City have filed with City Council an application for permission to apply for the incorporation of sports authority of the City, which Application is attached hereto as Exhibit A.

b. That it is beneficial for the community and therefore wise, expedient, necessary, and advisable that a sport authority be formed as a public corporation and a component unit of the City.

c. That the form of charter submitted by the Applicants with the Application for permission to apply for the incorporation of sports authority, attached hereto as Exhibit B, is consistent with the statutory requirements of T.C.A. § 7-67-105.

SECTION 2. In light of above findings, City Council hereby authorizes Applicants to proceed with the formation of a sports authority for and within the City of Murfreesboro and that the form of corporate charter attached hereto as Exhibit B is hereby approved.

SECTION 3. Upon proper formation of a sports authority, City Council resolves, consistent with T.C.A. § 7-67-108, to appoint a seven-member board of directors for the sports authority.

SECTION 4. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it be so.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

\_\_\_\_\_  
Adam F. Tucker  
City Attorney



**EXHIBIT A**

**Application to Form a Sport Authority of Murfreesboro**

## **APPLICATION FOR INCORPORATION OF THE SPORTS AUTHORITY OF MURFREESBORO**

Pursuant to T.C.A. § 7-67-101 *et seq.*, the undersigned individuals, each a resident of the City of Murfreesboro, filed this application requesting the City Council resolve to permit the incorporation of the City of Sports Authority of Murfreesboro (the “Authority”).

This application requests the City Council of Murfreesboro (“Council”) for the undersigned to incorporate the Sports Authority of Murfreesboro, a Tennessee non-profit corporation, for the purposes and with the powers set forth in statute and reflected herein.

### **Purposes**

The Authority will promote and further develop recreational opportunities in the City by facilitating and equipping the acquisition, construction, and rehabilitation of sports and recreational facilities that will provide suitable locations for professional and amateur athletic events and for public participation and enjoyment of professional and amateur sports, fitness, health, and recreational activities. The Authority is also intended to provide a means to attract and locate professional team franchises in the City, enhance the City’s image as a sports destination, and encourage and foster general economic development and prosperity.

The Authority’s mission will include the preparation of a comprehensive, long-range master plan for the orderly development of sports and recreational facilities and promoting sports and sports-related activities; and garnering the effective cooperation between various units of government in order to do so.

The Authority will supplement the work of the City’s Parks and Recreation Department by focusing on athletic facilities that have the potential to be self-sustaining through lease, fee, and advertising revenue or facilities that create significant economic impact benefiting the further development and redevelopment of the City. Permitting the Authority to focus on the operations and oversight of these types of facilities allows the Parks and Recreation Department to provide beneficial financial self-sustaining recreational opportunities as well as community-based, tax-funded recreational opportunities within the City.

### **Operations of the Authority**

The sports authority will be a public nonprofit corporation and a public instrumentality of the municipality with respect to which the authority is organized. It will be governed by a charter establishing a corporate structure as required by Tennessee statute. Upon authorization by the City Council, the charter, a draft of which is included herewith as Attachment No. 1, will be filed with the Tennessee Secretary of State for approval as required by T.C.A. § 7-67-106.

The Authority will be governed by a seven-member board of directors who will be appointed by City Council. Directors will reside in Murfreesboro and be duly qualified voters within the City. Directors will serve without compensation except for reimbursement of expenses. Meetings of the Board will be public.

In accordance with Pursuant to T.C.A. § 7-67-100, the authority will have the following powers, together with all powers incidental to the following powers or necessary for the performance of those powers, to:

1. Operate as a corporation in perpetuity until dissolved as provided in statute, including the ability to contract and to bring or defend legal actions;
2. Acquire, construct, improve, repair, expand, lease, rent, operate (including concessions), maintain, and advertise its sports and recreational facilities;

3. Acquire and improve, repair, extend, equip, furnish, operate, and maintain any roads, flood control facilities, utility services necessary, expedient, or advisable in connection with the development or operation of any project.
4. Contract for engineering, architectural, legal and financial services, secure insurance or indemnity against loss or damage to the authority's property, against employer's liability, against any act of any member, officer or employee of the authority in the performance of the duties;
5. Accept donations, contributions, revenues, capital grants as well as sell, exchange, donate, and convey any or all of its property; and
6. Borrow money, issue revenue bonds as approved by its board of directors and the City Council, that will be payable out of the authority's revenues, including mortgaging or pledging as security the projects or any part or parts of the projects and the revenue of the authority.

The Authority audited annual audit under generally accepted governmental auditing standards. The audit will be submitted to the Tennessee Comptroller and to City Council for review. The Authority will also prepare and submit to Council an annual report of the Authority's business affairs and transactions for that year.

The City may assign and loan its employees to the Authority for administrative purposes. It is anticipated that the Authority, when financially able, will reimburse the City for the costs of these employee's services.

The City may also loan, lease, donate property and provide financial assistance as permitted by statute.

**Financial**

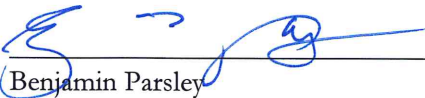
The Authority is authorized by statute to issue its one debt separate from the City. It is anticipated that the Authority will finance the construction and capital maintenance of the facilities the City chooses to place under its jurisdiction. Debt incurred by the Authority is payable out of the revenues and receipts of the Authority. The City may make contributions or pledges of tax revenues except property tax revenue.


Revenues of the Authority may include rents, fees, and allocation of a portion of sales and hotel occupancy taxes directly or indirectly related to the operation of the sports and recreation facilities under the Authorities jurisdiction.

**NOW, THEREFORE,** this \_\_\_ day of March 2024, the undersigned applicants requested that the Murfreesboro City Council pass and adopt a Resolution authorizing and approving the creation of the Sports Authority of Murfreesboro in accordance with the Tennessee statutes permitting the City to do so.

**Applicants:**

  
 \_\_\_\_\_  
 Mary Elam Pok

  
 \_\_\_\_\_  
 Benjamin Parsley

  
 \_\_\_\_\_  
 Craig D. Tindall

**EXHIBIT B**

**Charter of the Sport Authority of Murfreesboro**

**CHARTER  
SPORTS AUTHORITY OF MURFREESBORO**

**RECITALS**

**Whereas**, The Sports Authority Act of 1993, T.C.A. § 7-67-101 *et seq.* allows the City of Murfreesboro, upon a finding and determination of City Council that is wise, expedient, necessary and advisable for an authority be formed to:

- promote and further develop sports and recreational opportunities in the City; and
- facilitate and equip the acquisition, financing, construction, and rehabilitation of sports and other recreational facilities, for the holding athletic events and other activities that will foster further economic development and prosperity; and
- prepare comprehensive, long-range master plans for the orderly development of sports and recreational facilities and to promote sports and sports-related activities.

**Whereas**, by Resolution duly adopted the Murfreesboro City Council has made the above findings and determination and has resolved to authorize the persons list herein to make application and proceed to form the Authority.

**Whereas**, the Murfreesboro City Council has approved the form of corporate charter set forth herein.

**CHARTER PROVISIONS**

**Now therefore**, the Sports Authority of Murfreesboro is formed as a public instrumentality of the City of Murfreesboro and shall carry about its business as set forth herein.

**1. Applicants**

The applicants for formation of the Sports Authority of Murfreesboro, all of whom are residents and voters in the City, are:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. Craig Tindall

**2. Name**

The name of the Authority shall be the Sports Authority of Murfreesboro (the “Authority”).

**3. Propose**

The Authority is organized for the purposes of:

- a. Promoting and furthering develop recreational opportunities in the City, by facilitating and equipping the acquisition, construction, and rehabilitation of sports facilities, sports complexes, structures, and other recreational facilities, for the holding of athletic events with the intention that the development of such facilities will provide a means to attract and locate sport and recreational activities, events, tournament, and teams and enhance the City’s image as a sports and recreational destination, thereby encouraging and fostering general economic development and prosperity.

- b. Preparing comprehensive, long-range master plans for the orderly development of sports and recreational facilities and promoting sports and sports-related activities; and garnering the effective cooperation between various units of government in order to do so.
- c. Planning, promoting, financing, constructing, acquiring, renovating, equipping, and enlarging buildings, sports complexes, structures, and other recreational facilities for public participation and enjoyment of sports, fitness, health and recreational activities; the primary purpose of which shall be the conduct of sports events; provided, however, the use of these facilities will not be limited to those events.

**2. Offices and Records**

- a. The principal office of the Authority shall at all times be located in suitable offices within the City of Murfreesboro.
- b. The Authority’s records created in the regular course of its business, including books of account and minute books, may be maintained on any information storage device or method that can be converted into clearly legible paper form within a reasonable time. The Authority shall convert any records so kept upon the written request of any person entitled to inspect such records pursuant to applicable law.

**3. Duration**

The duration of the Authority is perpetual until dissolved in accordance with T.C.A. § 7-67-119.

**4. Board of Directors**

- a. Authority. The Board is vested with all corporate powers of the authority.
- b. Composition. The Board shall consist of seven directors appointed by City Council who are qualified voters of the City possessing knowledge, education, and experience sufficient to provide significant oversight of and direction to the Authority such that the Authority is secured and maintains the capacity necessary to accomplish its purpose. No elected officials or employees of the municipality may be appointed to the Board.
- c. When the initial board of directors is appointed, Council shall divide the directors into three groups containing substantially equal numbers. The initial term of the directors included in the first group shall be two years; the initial term of the directors included in the second group shall be four years; the initial term of the directors included in the third group shall be six years. All subsequent terms of directors shall be six years; provided, that if at the expiration of any term of office of any director a successor has not been appointed, the director whose term of office has expired shall continue to hold office until the director’s successor is appointed. If a vacancy occurs in the position of director, the vacancy shall be filled in the same manner as the original term for the remainder of the unexpired term.
- d. Board Officers.
  - (i) At its initial meeting, the Board will elect one of its members as Chair and one member as Vice Chair. The Chair and Vice Chair shall serve for one year. In the event of a vacancy in these positions, another member will be elected and serve the remaining term.

- (ii) Directors also elect a secretary and treasurer. One member may serve both offices. Election of the Board secretary and treasurer will be held annually. In the event of a vacancy in these positions, another member or members will be elected and serve the remaining term.
- e. Meetings.
  - (i) Any meeting of the board of directors for any purpose whatsoever shall be open to the public.
  - (ii) A majority of the Directors constitute a quorum for the transaction of business and the concurring vote of a majority of the directors voting at a meeting at which a quorum is present is necessary for the exercise of the Authority's powers.
  - (i) Any action taken by the directors under this chapter may be authorized by resolution at any regular or special meeting.
- d. Compensation. Directors shall serve without compensation but may be reimbursed for expenses occurred in fulfilling their responsibilities.
- f. Conflicts of Interest. The Board will adopt and Directors will abide by a Conflict of Interest Policy that will in substantial part state that a Director shall disclose to the Board in writing any relationship which he or she may have with any person, corporation, or other entity with which the Authority proposes to enter into any contract or other transaction or to which the Authority proposes to make any grant which will or may result, directly or indirectly, in financial gain or advantage to the Director by reason of such relationship. If the Director fails to make this disclosure before the Authority enters into the contract or transaction or makes the grant, that Director shall be subject to removal from the Board.
- g. Indemnification. Directors are indemnified and shall be defended by the Authority and the City against any action, suit, or other proceedings to the maximum extent permitted by law, except for proceedings by or in the right of the Authority in which such person was adjudged liable to the Authority, charging improper personal benefit, asserting a breach of the duty of loyalty to the Authority, or for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

**6. Powers of the Board**

The Board shall exercise the powers granted to the Authority by the statute as set forth below, together with the powers incidental thereto or necessary for the performance thereof, and by virtue of those powers have the express authority necessary to manage the affairs of the Authority, including:

- a. Have succession by its corporate name for the period specified in the charter, unless sooner dissolved as provided in § 7-67-119;
- b. Sue and be sued and to prosecute and defend, at law or in equity, in any court having jurisdiction of the subject matter and of the parties;
- c. Have and use a corporate seal and alter the seal at pleasure;
- d. Acquire, whether by purchase, construction, exchange, gift, lease, or otherwise, and to improve, repair, extend, equip, furnish, operate and maintain one or more projects, which

projects shall be within the City, including all real and personal properties that the Board may deem necessary in connection with the projects and regardless of whether or not any such projects shall then be in existence, and including the power to demolish such existing structures as may be on sites acquired when such structures are not needed for the project;

- e. Operate, maintain, manage, and enter into contracts for the operation, maintenance and management of any project undertaken, and to make rules and regulations with regard to such operation, maintenance and management;
- f. Employ, contract with, fix the compensation of, and discharge engineering, architectural, legal and financial experts, and such consultants, agents and employees, as may be necessary to carry out the purposes of this chapter and to provide for the proper construction, operation and maintenance of any project;
- g. Lease, rent, and contract for the operation of all or any part of any project for sports and recreational facilities, and charge and collect rent for the project and terminate any such lease upon the failure of the lessee to comply with any of the obligations of the lease; and include in or exclude from any such lease provisions that the lessee shall have the option to renew the term of the lease for such period or periods and at such rent as shall be determined by the Board;
- h. Lease such space in a project as from time to time may not be needed for sports and recreational purposes to any other person, corporation, partnership or association for such purposes as the Board may determine are in the best interest of the Authority or will help facilitate the purposes for which the Authority was created, and upon such terms and in such manner as the board may determine;
- i. Fix and collect rates, rentals, fees and charges for the use of any and all of the sports and recreational facilities of the Authority;
- j. Contract for the operation of concessions on or in any of the sports and recreational facilities of the Authority;
- k. Advertise within or without the state any of the sports and recreational facilities of the Authority;
- l. Sell, exchange, donate, and convey any or all of its properties, whenever the Board shall find any such action to be in furtherance of the purposes for which the Authority was organized;
- m. Procure and enter into contracts for any type of insurance or indemnity against loss or damage to property from any cause, including loss of use and occupancy, against death or injury of any person, against employer's liability, against any act of any member, officer or employee of the Authority in the performance of the duties of such person's office or employment or any other insurable risk, as the Board, in its discretion, may deem necessary;
- n. Accept donations, contributions, revenues, capital grants or gifts from any individuals, associations, public or private corporations, and municipalities, the state or the United States, or any agency or instrumentality of the state or the United States, for or in aid of any of the purposes of this chapter and enter into agreements in connection with the donations, contributions, revenues, capital grants or gifts;



- o. Borrow money from time to time and, in evidence of any obligation incurred, issue and sell its revenue bonds in accordance with this chapter and the applicable provisions of Tennessee Code Annotated, title 9, chapter 21, in such form and upon such terms as its Board may determine and as approved by the City Council, payable out of any revenues of the Authority, including grants or contributions or other revenues specifically provided to the Authority, for the purpose of acquiring, erecting, extending, improving, equipping, renovating or repairing any project or for any combination of such purposes, and demolishing structures on the project site and acquiring a site or sites necessary and convenient for such project, including, but without in any way limiting the generality of the foregoing, architectural, engineering, legal, consulting and financing expenses, and including an amount sufficient to meet the interest charges on such revenue bonds during such estimated period or periods as may elapse prior to the time when the project or projects may become revenue producing and for one year in addition to the estimated period; refund and refinance, from time to time, revenue bonds so issued and sold, as often as may be deemed to be advantageous by the Board; and, pending the issuance of its revenue bonds for the purposes in this chapter authorized, issue its interim certificates or notes or other temporary obligations;
- p. Enter into any agreement or contract with any lessee who, pursuant to the terms of this chapter, is renting or is about to rent from the Authority all or part of any building or buildings or facilities, whereby, under such agreement or contract, such lessee obligates itself to pay all or part of the cost of maintaining and operating the premises so leased, and such agreement may be included as a provision of any lease entered into pursuant to the terms of this chapter or may be made the subject of a separate agreement or contract between the Authority and such lessee;
- q. Mortgage and pledge as security for the payment of the principal of and interest on any revenue bonds so issued and any agreements made in connection with the bonds, any or all of the projects or any part or parts of the projects, whether then owned or thereafter acquired, and pledge the revenues and receipts from the bonds or from any of the bonds;
- r. Exercise all powers expressly given in its charter and establish bylaws and make all rules and regulations not inconsistent with the charter or the provisions of this chapter, deemed expedient for the management of the affairs of the Authority; and
- s. Acquire, whether by purchase, construction, exchange, gift, lease or otherwise, and improve, repair, extend, equip, furnish, operate and maintain any roads, streets, highways, curbs, bridges, flood control facilities, utility services such as water, sanitary sewer, electricity, gas and natural gas, and telecommunications that the Board deems to be necessary, expedient or advisable in connection with the development or operation of any project; dedicate any such highways, roads or services to the public use; enter into any contract to facilitate these purposes and make any payments required under such contracts; borrow funds for the purpose of making any payment authorized by this subdivision; pledge and otherwise use the revenues of the Authority to repay such borrowed funds.

**7. Annual audits and reports**

- a. The Board shall cause an annual audit to be made of the books and records of the Authority. The comptroller of the treasury, through the department of audit, shall be responsible for

determining that such audits are prepared in accordance with generally accepted governmental auditing standards and that such audits meet the minimum standards prescribed by the comptroller of the treasury.

- b. The Authority shall prepare an annual report of its business affairs and transactions. A copy of such report shall be filed with the City.

**8. Staff and Facilities**

a. City Staff.

- (i) For the purpose of aiding and cooperating with the Authority, the City may assign or loan any of its employees, including its engineering staff and facilities, and may provide necessary office space, equipment, and other facilities for the use of such Authority, as the City Council shall approve.
- (ii) City employees shall discharge duties customarily and usually held and performed by employees that hold like positions in similar organizations; provided, however, that no authority is implied that permits an action inconsistent with the Authorities Charter, By-law, or state law providing for formation of the Authority.
- (iii) City employees are indemnified and shall be defended by the Authority and the City against any action, suit, or other proceedings to the maximum extent permitted by law, except for proceedings by or in the right of the Authority in which such person was adjudged liable to the Authority, charging improper personal benefit, asserting a breach of the duty of loyalty to the Authority, or for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

b. City Property.

- (i) The City Council, entering into a lease of any project, or part or parts of a project, may make donations of property, real or personal, or cash grants to the Authority, in such amount or amounts as it may deem proper and appropriate in aiding the Authority to accomplish its purpose.
- (ii) The City may enter into a lease to convey real property or personal property to the Authority and may include a provision in such conveyance for the reversion of such property to the City at such time as all revenue bonds or other obligations of the Authority incident to the real property so conveyed has been paid in full, and the Authority is authorized to accept such a conveyance.

**9. Debt of the Authority**

- a. All bonds issued by the Authority shall be issued in accordance with the applicable provisions of Tennessee Statutes Annotated. title 9, chapter 21, and shall be payable solely out of the revenue and receipts derived from any projects, or of any portion of projects owned, operated or leased to or from the Authority, as may be designated by the Board, when the bonds shall be authorized to be issued or from any revenues to be derived directly or indirectly by the Authority from such projects, including revenues from concessions, endorsements, ticket sales and souvenir sales, or from any revenues derived directly or indirectly by the Authority from the allocation, transfer, contribution or pledge of tax

revenues of any nature by a municipality having taxing power, other than tax revenues derived from ad valorem property taxes that shall not be contributed or pledged by a municipality in payment of or collateral for any revenue bonds of the Authority. Such bonds may be issued in one or more series, may be executed and delivered by the Authority, at any time and from time to time, may be in such form and denomination and of such terms and maturities, may be subject to redemption prior to maturity, either with or without premium, may bear such conversion privileges and be payable in such installments and at such time or times not exceeding 40 years from the date of the bonds, may be payable at such place or places whether within or without the state, may bear interest at such rate or rates payable at such time or times and at such place or places and evidenced in such manner, and may contain such provisions not inconsistent with this chapter, all as shall be provided in the proceedings of the Board whereunder the bonds shall be authorized to be issued.

- b. The Authority's bonds shall be executed in the name of the Authority by such officers of the Authority and in such manner as the Board may direct and shall be sealed with the corporate seal of the Authority. If provided for in the proceedings authorizing the bonds, the facsimile signature of any of the officers executing such bonds and a facsimile of the corporate seal of the Authority may appear on the bonds in lieu of the manual signature of such officer and the manual impress of such seal.
- c. Any bonds of the Authority may be sold at public or private sale, for such price and in such manner and from time to time as may be determined by the Board to be most advantageous, and the Authority may pay all expenses, premiums, and commissions that its Board may deem necessary or advantageous in connection with the issuance of the bonds.
- d. Any of the Authority bonds, at any time outstanding, may, at any time and from time to time, be refunded by the Authority by the issuance of its refunding bonds in such amount as the Board may deem necessary, which may include amounts sufficient to refund the principal of the bonds so to be refunded, any unpaid interest necessary or incidental and any premiums, commissions or other expenses or charges. Any such refunding may be effected whether the bonds to be refunded have matured or thereafter mature, either by sale of the refunding bonds and the application of the proceeds of the refunding bonds to the payment of the bonds to be refunded by the refunding bonds, or by the exchange of the refunding bonds for the bonds to be refunded by the refunding bonds, with the consent of the holders of the bonds so to be refunded, and regardless of whether or not the bonds to be refunded were issued in connection with the same projects or separate projects, and regardless of whether or not the bonds proposed to be refunded shall be payable on the same date or different dates or shall be due serially or otherwise.
- e. Interim certificates or notes or other temporary obligations issued by the Authority pending the issuance of its revenue bonds shall be payable out of revenues and receipts in like manner as such revenue bonds and be retired from the proceeds of such bonds upon the issuance of the revenue bonds, and be in such form and contain such terms, conditions and provisions consistent with this chapter as the Board may determine.
- f. The Authority may enter into an agreement with the City under which all or any portion of the real property ad valorem taxes paid by the owner of a sports facility shall be paid into a City special enterprise fund from which the City will make any payments due to the

Authority from the City under a contractual obligation approved by the comptroller of the treasury, and payments under that contractual obligation may be used to make payments on revenue bonds of the Authority issued to acquire, construct, or equip systems, improvements, or facilities that are public improvements dedicated for public use, and such improvements were made by the Authority to assist in the development and construction of a sports facility, and the sports Authority may pledge moneys paid to it from the enterprise fund as collateral for such revenue bonds, notwithstanding the provisions of Section 10. If the Authority is not the owner of the sports and recreational facility, then prior to the issuance of any bonds for a project, and upon approval of the comptroller of the treasury, the Authority, in addition to the pledge of revenues from the project as the source of payment for such bonds, shall provide further security for the payment of the bonds, such as bond insurance, a surety bond, a letter of credit, a third party guarantee, the contractual obligation of the owner or operator of the sports facility as to its ownership and operation during the term of the bonds, or other similar security.

**10. Security for Debt of the Authority**

- a. The principal of and interest on any bonds issued by the Authority shall be secured by a pledge of the revenues and receipts out of which the principal and interest shall be made payable and may be secured by a pledge of revenues of the Authority derived from other sources, such as revenues from other sports and recreational facilities and a mortgage or deed of trust covering all or any part of the projects from which the revenues or receipts so pledged may be derived, including any enlargements of and additions to any such projects thereafter made, or revenues derived directly or indirectly by the Authority from tax revenues allocated, transferred, contributed or pledged by the City, other than tax revenues derived from ad valorem property taxes that shall not be contributed or pledged by the City in payment of or collateral for any revenue bonds of the Authority.
  - (i) The proceedings under which the bonds are authorized to be issued and any such mortgage or deed of trust may contain any agreements and provisions respecting the maintenance of the projects covered by the bonds, the fixing and collection of rents for any portions of projects leased by the Authority to others, the creation and maintenance of special funds from such revenues and the rights and remedies available in the event of default, all as the Board shall deem advisable and not in conflict with this chapter.
  - (ii) Each pledge, agreement, or mortgage or deed of trust made for the benefit or security of any of the bonds of the Authority shall continue effective until the principal of and interest on the bonds for the benefit of which the pledge, agreement, or mortgage or deed of trust were made shall have been fully paid.
  - (iii) In the event of default in such payment or in any agreement of the Authority made as a part of the contract under which the bonds were issued, whether contained in the proceedings authorizing the bonds or in any mortgage or deed of trust executed as security for the bonds, such payment or agreement may be enforced by suit, mandamus, the appointment of a receiver in equity or by foreclosure of any such mortgage or deed of trust, or any one or more of such remedies.

- b. The Authority shall charge, collect and revise, from time to time whenever necessary, rents and charges for the rental of projects or parts of projects, the revenues from which are pledged to the payment of such bonds, sufficient to pay for the operation and maintenance of such projects and such portion of the administrative costs of the Authority as may be provided in the lease or leases of such projects, and to pay such bonds and the interest on the bonds as the bonds and interest become due, including such reserves for the bonds and interest as may be determined to be necessary by the Board.
- c. The City is authorized to aid or otherwise provide assistance to the Authority, including entering into leases of projects, or parts of projects with an authority, for such term or terms and upon such conditions as may be determined by City Council, notwithstanding and without regard to the restrictions, prohibitions, or requirements of any other law, whether public or private, or granting, contributing or pledging revenues of the City to or for the benefit of the Authority derived from any source, except revenues derived from ad valorem property taxes that shall not be granted, contributed or pledged by the municipality in payment of or collateral for any revenue bonds of the Authority.

**11. Contracts and other Instruments**

Except as otherwise provided in this chapter, all leases, contracts, deeds of conveyance, or instruments in writing executed by the Authority shall be executed in the name of the Authority by the chair or secretary of the Authority, or by such other officers as the Board, by resolution, may direct, and the seal of the Authority may be affixed to such instruments.

**12. Nonprofit Status and Tax Exemption**

The Authority is a public nonprofit corporation performing a public function on behalf of the City and is a public instrumentality of the City, shall take the necessary measures to maintain its exempt from all taxation in the state and, consistent with the Tennessee Securities Act of 1980, Tennessee Statutes Annotated, title 48, chapter 1, part 1, maintain the status of bonds issued by the Authority as securities issued by a public instrumentality or a political subdivision of the state.

**13. Reporting Requirements**

On or before October 1 each year, the Authority's lessee or sublessee shall file with the comptroller of the treasury a report listing leased properties and details of the lease and payment in lieu of tax (PILOT) agreements in the format provided in T.C.A. § 7-53-305, and a copy of the report shall be filed with Rutherford County Assessor on or before October 15.

**14. Net Earnings**

No part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual, firm or corporation, except that in the event the Board determines that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Authority, including reserves for the expenses, bonds and other obligations, any net earnings of the Authority thereafter accruing may be used to provide a reserve for depreciation of any project or projects undertaken by such Authority, in an amount determined by the Board to be necessary and reasonable, and net earnings available thereafter shall be paid to the City; provided, that nothing contained in this section shall prevent the Board from transferring all or any part of its properties in accordance with the terms of any lease entered into by the Authority.

**15. Dissolution**

Whenever the Board or the City Council by resolution determines that the purposes for which the Authority was formed have been substantially accomplished and all bonds theretofore issued and all obligations theretofore incurred by the Authority have been fully paid, the members of the Board or the executive officers of the municipality, as the case may be, shall thereupon execute and file for record in the office of the secretary of state a certificate of dissolution, reciting such facts and declaring the Authority to be dissolved. Such certificate of dissolution shall be executed under the seal of the Authority. Upon the filing of such certificate of dissolution, the Authority shall stand dissolved, the title to all funds and properties owned by it at the time of such dissolution shall vest in the City and possession of such funds and properties shall forthwith be delivered to the City.

**16. Amendment of Charter.**

It is intended that this Charter be and remain consistent with provisions of the Sports Authority Act of 1993, as such legislation is amended or as it may be amended in the future (the “Act”). Therefore, the Charter shall be interpreted consistent with the Act and any amendment to the Act will effectively serve to amend this Charter until such time as actually amended by the Board to maintain consistency with the Act.

**IN WITNESS WHEREOF**, the undersigned individuals have subscribed and executed this Charter on this \_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mary Elam Polk

\_\_\_\_\_  
Benjamin Parsley

\_\_\_\_\_  
Craig D. Tindall

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

---

**Item Title:** Amended Town Creek Task Order 11

**Department:** Development Services

**Presented by:** Gabriel Moore, Project Engineer

**Requested Council Action:**

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

---

**Summary**

Amended Task Order 11 for the Town Creek Phase 2 daylighting project.

**Staff Recommendation**

Approve the amended Task Order 11 with Griggs and Maloney for the Town Creek Phase 2 daylighting project.

**Background Information**

Griggs and Maloney has provided an amended Task Order 11 for Town Creek under the current ARPA Master Services Agreement (MSA). The amendment is needed to remove additional asbestos containing materials (ACMs) that were discovered during the abatement of the structure. The original Task Order approved amount was \$39,150. An additional amount of \$9,750 is needed to abate the newly found ACM for a total amount of \$48,900. This task order will be funded from General Fund designated to Town Creek property acquisition for \$48,900.

**Council Priorities Served**

*Responsible budgeting*

Utilization of federal stimulus funds for the stormwater elements of this project offset City funds to be applied toward local expenditures.

*Improve economic development*

Town Creek Project and the related public improvements enhance the entrance to downtown area and encourage redevelopment in the Historic Bottoms.

**Fiscal Impact**

The expense for Task Order 11, \$48,900, will be funded by General Fund.

**Attachments**

1. Amended Task Order 11 – Asbestos Abatement and Drywall Removal 121 NW Broad Street and 111 NW Broad Street

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**FIRST AMENDED TASK ORDER NUMBER 11–  
ASBESTOS ABATEMENT AND DRYWALL REMOVAL  
121 NW BROAD STREET AND 111 NW BROAD STREET**

For

**TOWN CREEK PHASE I AND PHASE II**



Prepared by



745 South Church St., Suite 205  
P.O. Box 2968 (37133-2968)  
Murfreesboro, Tennessee 37130  
(615) 895-8221 • (615) 895-0632 FAX



**FIRST AMENDED TASK ORDER NO. 11**This is Task Order No. **11**, consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **March 22, 2023**, Owner and Engineer agree as follows:

**1. TASK ORDER DATA**

|    |   |  |
|----|---|--|
| a. | Effective Date of Task Order:   | <b>March 8, 2024</b>   |
| b. | Owner:  | <b>City of Murfreesboro, Tennessee</b>   |
| c. | Engineer:   | <b>Griggs &amp; Maloney, Inc.</b>  |
| d. | Specific Project (title)  | <b>Town Creek Phase I and II</b>   |
| e. | Specific Project (description):   | <b>Asbestos Abatement and Drywall Removal -121 NW Broad Street and 111 NW Broad Street</b>   |
| f. | Related Task Orders<br>Supplemented by this Task Order:<br>Superseded by this Task Order: | <b>01 – Building Characterization Task</b><br><b>02 – Site Survey</b><br><b>03 – Geotechnical Exploration &amp; Environmental Drilling</b><br><b>04 – Master Planning &amp; Due Diligence</b><br><b>05 - Hydraulic Modeling and Flood Plain Study</b><br><b>06- Tract 8 (223 NW Broad Street) ALTA Survey &amp; Geotechnical Exploration</b><br><b>07- Tract 8 (223 NW Broad Street) ALTA Survey &amp; Geotechnical Exploration</b><br><b>08 – Tract 8 Building Characterization</b><br><b>09 – Permitting</b><br><b>10 – 50% Construction Documents Development Phase</b> |

**2. BASELINE INFORMATION**

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order.

---

Task Order.

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N/A

Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

|                                     |   |
|-------------------------------------|---|
| Specific Project Title:             | Town Creek Phase I and II<br>Task 11 – Asbestos Abatement and Drywall Removal – 121 NW Broad Street and 111 NW Broad Street   |
| Type and Size of Site:              | 121 NW Broad Street – abatement of asbestos-containing materials (ACM) identified during asbestos inspection and abatement. Removal of drywall that composite samples contained <1% asbestos.<br>111 NW Broad Street – removal of drywall that composite samples contained <1% asbestos |
| Description of Improvements:        | Asbestos abatement and drywall removal  |
| Expected Construction Start:        |   |
| Prior Studies, Reports, Plans:      | Town Creek Opportunities and Constraints Study  |
| Site Location(s):                   | 121 NW Broad Street and 111 NW Broad Street   |
| Current Specific Project Budget:    | \$25,000,000.00   |
| Funding Sources:                    | City General Funds, ARPA Funding, Stormwater Funds  |
| Known Design Standards:             | City of Murfreesboro Standards, OSHA, TDEC-APC, 40 CFR Part 82 F  |
| Known Specific Project Limitations: | Right of Entry Timing   |
| Specific Project Assumptions:       | Building access is limited, as such, materials needing to be managed prior to demolition are not fully observable or quantifiable. Associated costs are estimated based on observable exterior elements and prior known use.  |
| Other Pertinent Information:        | The First Amended Task Order 11 supersedes the original Task Order 11 dated March 8, 2024.  |

### 3. SERVICES OF ENGINEER (“SCOPE”)

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

Task Order.

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Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

- B. The scope of this task includes Design Services described in Exhibit A for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

#### 4. DELIVERABLES SCHEDULE

Engineer shall perform asbestos abatement and drywall removal and issue summary report of activities for each structure within 60 days of authorization to proceed by Owner or as dictated by access to the property.

#### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

#### 6. TASK ORDER SCHEDULE

It is anticipated that the design, approval, funding, and construction phase of this project will take thirty-nine (39) months. The task order schedule is within Exhibit B, attached.

#### 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service                    | Amount   | Basis of Compensation |
|---|----------|-----------------------|
| 1. Asbestos abatement and drywall removal |          |                       |
| a) 121 NW Broad                           | \$32,000 | Lump Sum              |
| b) 111 NW Broad                           | \$7,150  | Lump Sum              |
| c) 121 NW Broad-ACM Panel Abatement       | \$9,750  | Lump Sum              |

Task Order.

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| Description of Service    | Amount          | Basis of Compensation |
|---------------------------|-----------------|-----------------------|
| <b>TOTAL COMPENSATION</b> | <b>\$48,900</b> | <b>Lump Sum</b>       |

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

| Name                      | Address   |
|---------------------------|---|
| Aegis Environmental, Inc. | 109 Southeast Parkway, Suite 115<br>Franklin, Tennessee 37064 |
|                           |   |

\* Griggs and Maloney may substitute listed subconsultants at its discretion.

**9. EXHIBITS AND ATTACHMENTS:**

A. Exhibits to Task Order

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:  
By: \_\_\_\_\_

ENGINEER:  
By: *Ryan Maloney*

Print Name: Shane McFarland

Print Name: Ryan W. Maloney, P.E.

Title: Mayor

Title: Principal

Approved As To Form

Engineer's License or Firm's

DocuSigned by:  
*Adam Tucker*  
43A2035E51F9401...  
Adam F. Tucker, City Attorney

Certificate No. (if required): 110401  
State of: Tennessee

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Sam Huddleston

Name: Ryan W. Maloney, P.E.

Title: Assistant City Manager

Title: Principal

Address: 111 W. Vine Street  
Murfreesboro, TN 37130

Address: 745 S. Church St., Ste. 205  
Murfreesboro, TN 37130

E-Mail Address: shuddleston@murfreesborotn.gov

E-Mail Address: rmaloney@griggsmaloney.com

Phone: 615-849-2629

Phone: (615) 895-8221

Date: \_\_\_\_\_

Date: March 26, 2024

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**FIRST AMENDED EXHIBITS TO TASK ORDER NUMBER 11 –  
ASBESTOS ABATEMENT AND DRYWALL REMOVAL  
121 NW BROAD STREET AND 111 NW BROAD STREET  
For**

**TOWN CREEK PHASE I AND PHASE II**



Prepared by

**GRIGGS & MALONEY**  
I N C O R P O R A T E D

Engineering & Environmental Consulting

745 South Church St., Suite 205  
P.O. Box 2968 (37133-2968)  
Murfreesboro, Tennessee 37130  
(615) 895-8221 • (615) 895-0632 FAX

## **EXHIBITS TO TASK ORDER**

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**EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER**

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**Exhibit A Table of Contents**

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    1.01 Management of Engineering Services .....1

    1.02 Asbestos Abatement .....1

    1.03 Drywall Removal.....2

Article 2— ADDITIONAL SERVICES .....2

    2.01 Additional Services Not Requiring Owner’s Written Authorization .....2

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

**1. Background Data**

- a. Effective Date of Task Order: March 8, 2024
- b. Owner: City of Murfreesboro
- c. Engineer: Griggs & Maloney, Inc.
- d. Specific Project (title): Town Creek Phase I and Phase II
- e. Specific Project (description): The Task Order #11 consists of asbestos abatement and drywall removal from 121 NW Broad Street, drywall removal from 111 NW Broad Street, and asbestos abatement of asbestos-containing panels (21 – 4’x12’ panels and 17 – 4’x4’ panels).

Engineer shall provide Basic and Additional Services as set forth below.

**ARTICLE 1—BASIC SERVICES**

**1.01 Management of Engineering Services**

- A. See Main Agreement, Paragraph 1.03.

**1.02 Asbestos Abatement**

- A. G&M will manage abatement of asbestos-containing materials (ACM) identified during the asbestos inspection and detailed in the asbestos inspection report dated January 3, 2024 and the revised report dated March 22, 2024 for 121 NW Broad Street. An estimated 5,280 ft<sup>2</sup> of ACM will be removed from the 121 NW Broad Street building. Abatement will be performed in compliance with state and federal regulations. Abatement includes submittal of all required notifications for removal, removal of ACM, packaging of ACM, disposal of ACM by qualified personnel at a state-approved facility, and preparation of a written report of the abatement activities. All power and water needed for abatement will be the responsibility of the engineer/contractor and not the City.

### 1.03 Drywall Removal

- A. G&M will manage removal of drywall that composite samples contained <1% asbestos identified during the asbestos inspection and detailed in the asbestos inspection report dated January 3, 2024 and the revised report dated March 22, 2024 for 121 NW Broad Street, and January 12, 2024 for 111 NW Broad Street. An estimated 3,600 ft<sup>2</sup> of drywall will be removed from the 121 NW Broad Street building and 466 ft<sup>2</sup> of drywall will be removed from the 111 NW Broad Street building. The drywall removal and disposal will be performed in compliance with state and federal regulations. A written report on the drywall removal will be prepared. All power and water needed for drywall removal will be the responsibility of the engineer/contractor and not the City.

## ARTICLE 2—ADDITIONAL SERVICES

### 2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
  2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
    - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
    - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
    - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
    - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during

construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

## EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

### TASK 1 – ASBESTOS ABATEMENT AND DRYWALL REMOVAL

| Party    | Action  | Schedule   |
|----------|---|--|
| Owner    | Authorize Engineer to Proceed                                     | 0 days   |
| Engineer | Schedule subcontractor for asbestos abatement and drywall removal | Within 14 days of the receipt of Owners authorization        |
| Engineer | Provide Summary Report  | Within 60 days of the asbestos abatement and drywall removal |
| Owner    | Submit comments regarding the report                              | Within 14 days of receipt                                    |
| Engineer | Respond to comments/finalize report                               | Within 10 days of the receipt of Owner's comments            |

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Rutherford Blvd Adaptive Signal Control Technology Project  
Amendment No. 2 TDOT Contract

**Department:** Transportation

**Presented by:** Jim Kerr, Transportation Director

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

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**Summary**

Amendment No. 2 to the Rutherford Blvd. Adaptive Signal Control Technology (ASCT) agreement between the City and TDOT.

**Staff Recommendation**

Approve Amendment No. 2 to the agreement with TDOT regarding Adaptive Signal Control Technology.

**Background Information**

The City received a TDOT Congestion Mitigation and Air Quality (CMAQ) Grant in 2017 for the development and implementation of an Adaptive Signal Control Technology (ASCT) Project for Rutherford Blvd. In 2021, Council approved a contract amendment between the City and TDOT to receive additional Congestion Mitigation and Air Quality (CMAQ). Since that time, a shortfall in funding was identified due to a scope change as well as an increase in construction cost. This amendment adds \$1,861,972 in additional funding.

The total funding for the project is \$6,217,032, of which \$5,930,905 is federal funds and \$286,127 is local funds.

**Council Priorities Served**

*Responsible budgeting*

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

**Fiscal Impact**

The City's portion of the construction phase is estimated at \$286,127 and will be funded

by FY21 and FY22 Bond as well as infrastructure general fund.

**Attachments**

1. Amendment No. 2
2. Amendment No. 1
3. Original Contract



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**BUREAU OF PLANNING  
LOCAL PROGRAMS DEVELOPMENT OFFICE**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-5314

**BUTCH ELEY**  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

**BILL LEE**  
GOVERNOR

February 20, 2024

The Honorable Shane McFarland  
Mayor, City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

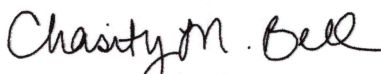
Re: Rutherford Boulevard Adaptive Signal Control Technology Project  
City of Murfreesboro, Rutherford County  
PIN: 125505.00  
Federal Project Number: CM-9311(22)  
State Project Number: 75LPLM-F3-062  
Agreement Number: 170065

Dear Mayor McFarland:

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract and replaces the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Katie Brown at 615-253-2421 or [katie.brown@tn.gov](mailto:katie.brown@tn.gov).

Sincerely,

  
Chasity M. Bell  
Transportation Manager 1

Attachment

Amendment to Replace Exhibit A and Change Completion Date

**Amendment Number: 2**

**Agreement Number: 170065**

**Project Identification Number: 125505.00**

**Federal Project Number: CM-9311(22)**

**State Project Number: 75LPLM-F3-062**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Rutherford Boulevard Adaptive Signal Control Technology Project

1. The language of Agreement # 170065 A1 dated April 22, 2021 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 170065 A1 dated April 22, 2021 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **June 30, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.



Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MURFREESBORO**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**Signature:**

B

**Signature:**

**Email:** smcfarland@murfreesborotn.gov

**Email:** TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**Signature:**

B

**Signature:**

**Email:** atucker@murfreesborotn.gov

**Email:** TDOT.Legal.Attorneys@tn.gov

**Signature:**

**Email:** Daniel.Pallme@tn.gov

---

**EXHIBIT "A" for AMENDMENT 2**


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**Agreement #:** 170065

**Project Identification #:** 125505.00

**Federal Project #:** CM-9311(22)

**State Project #:** 75LPLM-F3-062

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**Project Description:** Rutherford Boulevard Adaptive Signal Control Technology Project - This project will implement an Adaptive Signal Control Technology (ASCT) system along North Rutherford Boulevard/South Rutherford Boulevard /East Northfield Boulevard from SR-2 (SE Broad Street, US-41) to SR-10 (Memorial Boulevard, US-231). It will include the interconnection of 14 traffic signals with fiber optic cable connecting to existing Traffic Operations Center. The project will also install 9 additional CCTV cameras and upgrade selected signals to include pedestrian signal elements.

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**Change in Cost:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

---

**Type of Work:** Intelligent Transportation System

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| Phase        | Funding Source | Fed % | State % | Local % | Estimated Cost |
|--------------|----------------|-------|---------|---------|----------------|
| PE-NEPA      | CMAQ           | 100   | 0       | 0       | \$110,086.00   |
| PE-DESIGN    | CMAQ           | 100   | 0       | 0       | \$353,666.00   |
| RIGHT-OF-WAY | CMAQ           | 100   | 0       | 0       | \$50,000.00    |
| CONSTRUCTION | CMAQ           | 100   | 0       | 0       | \$2,928,017.00 |
| CONSTRUCTION | CRP            | 100   | 0       | 0       | \$737,167.00   |
| CONSTRUCTION | STBG-U         | 80    | 0       | 20      | \$1,430,634.00 |
| CEI          | CMAQ           | 100   | 0       | 0       | \$552,238.00   |
| TDOT ES      | CMAQ           | 100   | 0       | 0       | \$55,224.00    |

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**Ineligible Cost:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**Legislative Authority:** CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency. STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

**Amendment TIP**

**TDOT Engineering Services (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

April 22, 2021

The Honorable Shane McFarland  
Mayor, City of Murfreesboro  
111 West Vine St.  
Murfreesboro, TN 37130

Re: Rutherford Boulevard Adaptive Signal Control Technology Project  
City of Murfreesboro, Rutherford County  
PIN:125505.00  
Federal Project Number: CM-9311(22)  
State Project Number: 75LPLM-F3-062  
Agreement Number: 170065

Dear Mayor McFarland:

Attached for your files is a copy of the fully executed amendment regarding funding for the referenced project. You may now proceed with the development of the project.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or [Simchah.Edwards@tn.gov](mailto:Simchah.Edwards@tn.gov).

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant  
Transportation Manager

Attachment

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

**Amendment Number: 1**

**Agreement Number: 170065**

**Project Identification Number: 125505.00**

**Federal Project Number: CM-9311(22)**

**State Project Number: 75LPLM-F3-062**

THIS AGREEMENT AMENDMENT is made and entered into this 27<sup>th</sup> day of Apr., 2021 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Rutherford Boulevard Adaptive Signal Control Technology Project"

1. The language of Agreement # 170065 dated June 29, 2017, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before JUNE 29, 2021.

to

The Agency agrees to complete the herein assigned phases of the Project on or before DECEMBER 31, 2023.

2. Exhibit A for AGREEMENT # 170065 dated June 29, 2017, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.



## EXHIBIT "A" for Amendment 1

**AGREEMENT #:** 170065

**PROJECT IDENTIFICATION #:** 125505.00

**FEDERAL PROJECT #:** CM-9311(22)

**STATE PROJECT #:** 75LPLM-F3-062

**PROJECT DESCRIPTION:** Rutherford Boulevard Adaptive Signal Control Technology Project - This project will implement an Adaptive Signal Control Technology (ASCT) system along North Rutherford Boulevard/South Rutherford Boulevard /East Northfield Boulevard from SR-2 (SE Broad Street, US-41) to SR-10 (Memorial Boulevard, US-231). It will include the interconnection of 14 traffic signals with fiber optic cable connecting to existing Traffic Operations Center. The project will also install 9 additional CCTV cameras and upgrade selected signals to include pedestrian signal elements.

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK:** Intelligent Transportation System

| PHASE        | FUNDING SOURCE | FED % | STATE % | LOCAL % | ESTIMATED COST |
|--------------|----------------|-------|---------|---------|----------------|
| PE-NEPA      | CMAQ           | 100   | 0       | 0       | \$110,086.00   |
| PE-DESIGN    | CMAQ           | 100   | 0       | 0       | \$262,666.00   |
| RIGHT-OF-WAY | CMAQ           | 100   | 0       | 0       | \$50,000.00    |
| CONSTRUCTION | CMAQ           | 100   | 0       | 0       | \$2,602,255.00 |
| CONSTRUCTION | CMAQ           | 80    | 0       | 20      | \$1,000,000.00 |
| CEI          | CMAQ           | 100   | 0       | 0       | \$300,228.00   |
| TDOT ES      | CMAQ           | 100   | 0       | 0       | \$29,825.00    |

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to insure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

**Agreement Number: 170065**

**Project Identification Number: 125505.00**

**Federal Project Number: CM-9311(22)**

**State Project Number: 75LPLM-F3-062**

**State of Tennessee Department of Transportation**

**LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of June, 2017 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Murfreesboro (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Adaptive Signal Control Technology Project

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

- a)

|                             | <b>Responsible Party</b> | <b>Funding Provided by Agency or Project.</b> |
|-----------------------------|--------------------------|---|
| Environmental Clearance by: | <b>AGENCY</b>            | <b>PROJECT</b>                                |
| Preliminary Engineering by: | <b>AGENCY</b>            | <b>PROJECT</b>                                |
| Right-of-Way by:            | <b>AGENCY</b>            | <b>AGENCY</b>                                 |



|                          |               |                |
|--------------------------|---------------|----------------|
| Utility Coordination by: | <b>AGENCY</b> | <b>AGENCY</b>  |
| Construction by:         | <b>AGENCY</b> | <b>PROJECT</b> |

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending four (4) years from the fully executed date. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by two (2) years from the fully executed date. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

**B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is

any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

**B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

**C. PAYMENT TERMS AND CONDITIONS****C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

**C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

**C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be



made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the



Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

| <b>Amount</b>            | <b>=</b> | <b>Open to Public and Vehicular Traffic</b> |
|--------------------------|----------|---|
| \$1.00 - \$200,000       | =        | 5 Years                                     |
| >\$200,000 - \$500,000   | =        | 10 Years                                    |
| >\$500,000 - \$1,000,000 | =        | 20 Years                                    |

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MURFREESBORO**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By:   
Shane McFarland  
Mayor

6/8/17  
Date

By:   
John C. Schroer  
Commissioner

JUN 29 2017  
Date

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By:   
Craig Tindell  
Attorney

6-2-17  
Date

By:  for John Reinbold  
John Reinbold  
General Counsel

6-23-17  
Date

## EXHIBIT "A"

**AGREEMENT #:** 170065

**PROJECT IDENTIFICATION #:** 125505.00

**FEDERAL PROJECT #:** CM-9311(22)

**STATE PROJECT #:** 75LPLM-F3-062

**PROJECT DESCRIPTION:** Implement Adaptive Signal Control Technology (ASCT) system along North Rutherford Boulevard/ South Rutherford Boulevard /East Northfield Boulevard from SR-2 (SE Broad Street, US-41) to SR-10 (Memorial Boulevard, US-231) including interconnection of 14 traffic signals with fiber optic cable connecting to existing Traffic Operations Center. Install additional 9 CCTV cameras and upgrade selected signals to include pedestrian signal elements.

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK:** Intelligent Transportation System

| PHASE            | FUNDING SOURCE | FED % | STATE % | LOCAL % | ESTIMATED COST |
|------------------|----------------|-------|---------|---------|----------------|
| PE-NEPA          | CMAQ           | 100   | 0       | 0       | \$75,500.00    |
| PE-DESIGN        | CMAQ           | 100   | 0       | 0       | \$298,200.00   |
| CONSTRUCTION     | CMAQ           | 100   | 0       | 0       | \$2,570,255.00 |
| CONSTRUCTION-CEI | CMAQ           | 100   | 0       | 0       | \$298,230.00   |
| TDOT ES          | CMAQ           | 100   | 0       | 0       | \$29,825.00    |
| CONSTRUCTION     | CMAQ           | 80    | 0       | 20      | \$105,000.00   |

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to insure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Task Order for Murfreesboro Metropolitan Planning Organization Prospectus

**Department:** Transportation

**Presented by:** Jim Kerr, Transportation Director

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

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**Summary**

Task Order with Kimley-Horn and Associates, Inc to prepare a prospectus for a new Metropolitan Planning Organization (MPO).

**Staff Recommendation**

Approve Task Order with Kimley-Horn.

**Background Information**

At the March 14<sup>th</sup> Council Workshop, staff, along with TDOT and FHWA, introduced the opportunity for the City to develop its own MPO. Since that time, staff requested a proposal from Kimley-Horn and Associates Inc to prepare a prospectus to guide the establishment of a new MPO. A prospectus is required for any new MPO to establish planning processes, organization and management items, roles and responsibilities, and time frames for the development of required documents. This document will provide guidance to Council on deciding to move forward with the development of the Murfreesboro MPO.

**Council Priorities Served**

*Responsible budgeting*

Establishing a new MPO would allow direct control of the federal funds made available to the Murfreesboro UZA.

*Expand infrastructure*

Establishing a new MPO will permit the City to directly collaborate with TDOT and FHWA in the development of its long-term transportation plan, as such, future projects can move forward in a timelier manner.

**Fiscal Impact**

This expense, \$63,000, will be funded out of the Engineering FY24 and FY25 operation budget.

**Attachments**

1. Task Order
2. Master Services Agreement





March 25, 2024

Mr. Jim Kerr  
Transportation Director  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

**RE: *Individual Project Order  
Murfreesboro MPO Prospectus  
Murfreesboro, Tennessee***

Dear Mr. Kerr:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this Individual Project Order (the "Agreement") pursuant to the Master Agreement dated May 26, 2023, to the City of Murfreesboro, Tennessee ("City") for professional consulting services related to preparing a prospectus to guide the establishment of a new Metropolitan Planning Organization (MPO).

### **SCOPE OF SERVICES**

Our Scope of Services and Fee are as follows:

#### **Task 1 – Project Coordination**

Project coordination will consist of general project management, administrative, and accounting activities for the project. It will further consist of project status updates, preparing and distributing reports and memos, scheduling of review meetings and activities. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones. This task will occur during the entire nine (9) month project duration.

#### **Task 2 – Prepare MPO Prospectus**

Kimley-Horn will gather, research, and review example prospectus documents from other MPOs. Utilizing the example prospectus, Kimley-Horn will prepare a draft prospectus for the Murfreesboro MPO. The draft prospectus will consist of the following sections:

- Introduction
- Overview of the Transportation Planning Process
  - State (TDOT) and FHWA requirements / guidance, as well as required planning documents.
- Organization and Management
  - Staffing requirements, including cost estimates, utilizing internal as well as external (on call) consultants.
  - MPO budget and finances on an annual basis and on a planning cycle (which will include updates to all planning documents).
- Roles and Responsibilities of Involved Agencies (internal and external)
- Planning Process and Requirements
  - Timeframes for development of each document, estimated costs, cycle of planning documents.

**Task 3 – MPO Prospectus Review/Approval**

Once a draft prospectus has been prepared for the proposed Murfreesboro MPO, Kimley-Horn will prepare for and facilitate up to one (1) virtual meeting with the Tennessee Department of Transportation (TDOT) and City staff to review and discuss the initial draft prospectus. Once input is received from TDOT and City staff on the initial draft prospectus, Kimley-Horn will prepare a draft prospectus and facilitate up to one (1) virtual meeting with the Federal Highway Administration, Tennessee Division Office (FHWA), TDOT, and City staff to review and discuss the draft prospectus. Once input is received from FHWA staff on the draft prospectus, Kimley-Horn will prepare a final prospectus. The final prospectus will be provided to FHWA, TDOT, and City staff in electronic (Microsoft Word or PDF) format.

**Task 4 – Meetings / Presentations**

Kimley-Horn will prepare for and participate in up to six (6) virtual meetings with the City, TDOT, FHWA, and GNRC to review/discuss the prospectus and other related activities, including discussions concerning the Metropolitan Planning Area boundary definition for the proposed Murfreesboro MPO. Additionally, Kimley-Horn will prepare a Murfreesboro MPO Prospectus overview presentation and present the overview presentation at up to two (2) City meetings. The presentation will be provided to the City in electronic (Microsoft PowerPoint or PDF) format.

If additional meetings are deemed necessary for the Project, additional time can be provided under Additional Services based on our current hourly rates, but only with advance written authorization from the Client.

**Task 5 – Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates.

**INFORMATION PROVIDED BY CLIENT**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's Kimley-Horns or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Prior presentations / meeting materials related to the establishment of a new Metropolitan Planning Organization (MPO)

**SCHEDULE**

Once given notice to proceed, Kimley-Horn will complete these services based upon a mutually agreed upon schedule.



Mr. Jim Kerr, March 25, 2024, Page 3

### FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1-4 on a labor fee plus expense basis with the maximum labor fee shown below.

| Tasks                                   | Fee             |
|---|-----------------|
| Task 1 – Project Coordination           | \$7,600         |
| Task 2 – Prepare MPO Prospectus         | \$22,100        |
| Task 3 – MPO Prospectus Review/Approval | \$14,300        |
| Task 4 – Meetings / Presentations       | \$19,300        |
| <b>Project Total</b>                    | <b>\$63,300</b> |

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Master Agreement between the parties dated May 26, 2023, which is incorporated herein by reference. In the event of a conflict between this IPO Agreement and the Master Agreement, this IPO Agreement shall control.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to accountspayable@murfreesborotn.gov

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one



Mr. Jim Kerr, March 25, 2024, Page 4

copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

Doug Delaney, AICP  
Project Manager

Christopher D. Rhodes, P.E.  
Vice President

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Murfreesboro, Tennessee  
A Municipal Government**

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

Shane McFarland  
\_\_\_\_\_  
(Print or Type Name)

Title: Mayor  
\_\_\_\_\_  
(Member or Manager, as authorized)

smcfarland@murfreesborotn.gov  
\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness  
(Print or Type Name)

Approved as to Form:

\_\_\_\_\_  
43A2035E51F9401  
Adam Tucker, City Attorney

**MASTER AGREEMENT BETWEEN  
THE CITY OF MURFREESBORO, TENNESSEE  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR CONTINUING PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 26th day of May, 2023, by and between the CITY OF MURFREESBORO, TENNESSEE (“the Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“the Consultant”). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement “the Project”), with the specifics of each engagement to be set forth in an Individual Project Order (“IPO”). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPO’s (“the Services”). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant’s then-current hourly rates (See Exhibit A) plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  
- 2) Client’s Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a) Designate in writing a person to act as the Client’s representative. Such person shall, within the authority granted by the Murfreesboro City Council and pertinent administrative directives and guidelines, use reasonable efforts to transmit instructions, receive information, and ensure that Client’s decisions are made and/or interpreted in a timely manner. ~~have complete authority to transmit instructions, receive information, and make or interpret the Client’s decisions.~~
  - b) Provide all criteria and information as to the Client’s requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
  - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
  - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

- f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.
  - g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
  - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  - b) If the Consultant's compensation is on an hourly basis, ~~estimated~~ fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client. The Consultant shall notify the Client prior to exceeding the estimate in the IPO as soon as the Consultant reasonably believes that the actual fees and expenses will exceed the estimate, at which time the Client may either (i) cancel the IPO and compensate the Consultant for all fees and expenses incurred up to the date of cancellation, or (ii) authorize the Consultant to continue the work exceeding the estimate.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its court costs and its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property

and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software of technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited



to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) Construction Phase Services.
  - a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall

Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

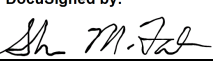
18) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

**CITY OF MURFREESBORO, TENNESSEE**

**KIMLEY-HORN AND ASSOCIATES, INC.**

DocuSigned by:  
SIGNED:   
A2F6A4BF7CD74E7...

SIGNED: 

PRINTED NAME: Mayor Shane McFarland

PRINTED NAME: Christopher D. Rhodes

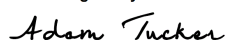
TITLE: Mayor

TITLE: Vice President

DATE: 5/26/2023

DATE: May 17, 2023

APPROVED AS TO FORM:

DocuSigned by:  
  
43A2035E51F9401...

Adam F. Tucker, City Attorney

**EXHIBIT A****KIMLEY-HORN AND ASSOCIATES, INC.****HOURLY RATE SCHEDULE**

| <b>Classification</b>    | <b>Rate</b>   |
|--------------------------|---------------|
| Analyst                  | \$130 - \$175 |
| Professional             | \$170 - \$225 |
| Senior Professional I    | \$220 - \$300 |
| Senior Professional II   | \$290 - \$320 |
| Support Staff            | \$100 - \$125 |
| Senior Technical Support | \$140 - \$230 |
| Technical Support        | \$120 - \$155 |

**Notes:**

1. Rates are effective through June 30, 2023, subject to adjustment thereafter.
2. Internal Reimbursable Expenses will be charged at 5% of Labor Billings.
3. External Reimbursable Expenses will be charged at 15% mark-up, or per the IPO.
4. Sub-Consultants will be billed per the IPO.

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** 2023-24 Sanitary Sewer Rehabilitation Change Order No. 1

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Approval of the addition of development sewer construction warranty work to this current rehabilitation project, which has been paid for by the Developers.

**Staff Recommendation**

Approval of Change Order No. 1 in the amount of \$87,023.

**Background Information**

At the October 20, 2022 Board meeting, it was approved for LJA to design the upcoming sewer rehabilitation project and provide construction administration and inspection and at the August 31, 2023 meeting the project was awarded to SBW Constructors. SBW Constructors was the only bid received. This project has been on hold to allow SBW to get a portion of the Hobas rehabilitation project completed prior to beginning this normal and customary yearly rehab project. SBW is gearing up to begin this construction.

Since the time the project was awarded there have been additional warranty items, from development projects, where the developer accepted the Departments offer to make the warranty repairs through this rehabilitation contract. Staff requested a change order from SBW to add this work to the project and LJA has prepared the change order form. This work is paid for by the developers.

**Council Priorities Served**

*Responsible budgeting*

This change order is associated with development sewer warranty work that takes a specialized Contractor. Adding this work to the rehabilitation project is a win win for both the Developer and the Department. The Developer is paying for the work and the Department oversees the quality of the work since it is being completed by our Contractor.

**Fiscal Impact**

This change order, an additional expense of \$87,023, is comprised of warranty work involving sewer infrastructure installed by various developers throughout the City. The

Department has received these funds from those entities. The final contract amount is adjusted to \$7,029,476.70.

**Attachments**

1. Change Order No. 1
2. Project Map

Change Order No. 1

|  |                           |   |
|--|---------------------------|---|
| Date of Issuance:  | Effective Date:           | 4/1/2024  |
| Owner: City of Murfreesboro, Tennessee                       | Owner's Contract No.:     | MWRD Project No. 22134                              |
| Contractor: SBW Constructors, LLC                            | Contractor's Project No.: |   |
| Engineer: LJA Engineering, Inc.                              | Engineer's Project No.:   | 2963-0007   |
| Project: Murfreesboro 2023-2024 Sewer Rehabilitation Project | Contract Name:            | Murfreesboro 2023-2024 Sewer Rehabilitation Project |

The Contract is modified as follows upon execution of this Change Order:

Description: Adjust contract quantities to reflect the additional warranty work added to the project.

Attachments: *Change Request Form No. 1 - Murfreesboro 2023-2024 Sewer Rehabilitation Project*

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|---|--|
| Original Contract Price:<br><br>\$ <u>6,942,454.00</u>  | Original Contract Times: 365 Days<br>Substantial Completion: <u>February 11, 2025</u><br>Ready for Final Payment: <u>March 18, 2025</u><br>days or dates                                     |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br><br>\$ <u>N/A</u> | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: N/A<br>Substantial Completion: <u>330 days</u><br>Ready for Final Payment: <u>365 days</u><br>days or dates |
| Contract Price prior to this Change Order:<br><br>\$ <u>6,942,454.00</u>                              | Contract Times prior to this Change Order:<br>Substantial Completion: <u>February 11, 2025</u><br>Ready for Final Payment: <u>March 18, 2025</u><br>days or dates                            |
| [Increase] [Decrease] of this Change Order:<br><br>\$ <u>87,022.70</u>                                | [Increase] [Decrease] of this Change Order: N/A<br>Substantial Completion: <u>330 days</u><br>Ready for Final Payment: <u>365 days</u><br>days or dates                                      |
| Contract Price incorporating this Change Order:<br><br>\$ <u>7,029,476.70</u>                         | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>February 11, 2025</u><br>Ready for Final Payment: <u>March 18, 2025</u><br>days or dates                       |

|  |                              |                                   |
|--|------------------------------|-----------------------------------|
| RECOMMENDED:   | ACCEPTED:                    | ACCEPTED:                         |
| By: <u>D. Michael Rhoten</u> By: _____ By: <u>Juan White</u> | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Engineer (if required)                                       | Mayor                        | Mengying Partner                  |
| Title: <u>Senior Project Manager</u> Title _____ Title _____ |                              |                                   |
| Date: <u>3/21/24</u> Date _____ Date <u>3/21/24</u>          |                              |                                   |

Approved as to Form: \_\_\_\_\_  
DocuSigned by:

By: Adam Tucker Date: 3/22/2024  
Title: City Attorney

Murfreesboro Water Resource Department

ICRF# 1  
 Date Issued: 3/20/2024

**ITEMIZED CHANGE REQUEST FORM**

Owner Contract No. **Project No. 22134**  
 Project Name: **Murfreesboro 2023-2024 Sewer Rehabilitation Project**  
 Engineer: LJA Engineering, Inc.  
 Contractor: SBW Constructors, LLC

Requested By: Engineer  
 Drawing: \_\_\_\_\_  
 Problem Desc: Adjust contract quantities to reflect the additional warranty work added to the project.

**Revised Scope Description/Details**

| Item No.  | Description  | Qty   | Unit | Unit Price | Item Total            |
|---|--|-------|------|------------|-----------------------|
| <b>ADD</b>  |  |       |      |            |                       |
| 7b  | 8-inch Gravity Sewer - 6 mm CIPP   | 818.9 | LF   | \$93.00    | \$76,157.70           |
| 7p  | 8-inch Gravity Sewer - Mainline Sewer Point Repair - CIPP Sectional Liner Repair up to 5 Feet  | 4     | EA   | \$6,250.00 | \$25,000.00           |
| 7aa   | 8-inch Gravity Sewer - Core and Brush Only   | 13    | EA   | \$375.00   | \$4,875.00            |
| <b>Subtotal of all Additions:</b>                   |  |       |      |            | <b>\$106,032.70</b>   |
| <b>DEDUCT</b>                                       |  |       |      |            |                       |
| 7r  | 8-inch Gravity Sewer - Mainline Sewer Sectional Open Cut Repair 0-foot to 6-foot Depth - Paved | 22    | LF   | \$455.00   | \$10,010.00           |
| 7z  | 8-inch Gravity Sewer - Service Lateral Repair - CIPP Connection Only (Up to 3 Linear Feet)     | 1     | EA   | \$4,750.00 | \$4,750.00            |
| 11l   | Manholes & Other Structures - Remove Existing Plug in Manhole                                  | 1     | EA   | \$4,250.00 | \$4,250.00            |
| <b>Subtotal of all Deducts:</b>                     |  |       |      |            | <b>\$19,010.00</b>    |
| ORIGINAL CONTRACT VALUE                             |  |       |      |            | <b>\$6,942,454.00</b> |
| <b>REVISED CONTRACT VALUE AFTER CHANGE ORDER #1</b> |  |       |      |            | <b>\$7,029,476.70</b> |

**Contractor Acknowledgement:**

No Change in Contract Amount is required.
  A Change in Contract Amount is required: \$87,022.70

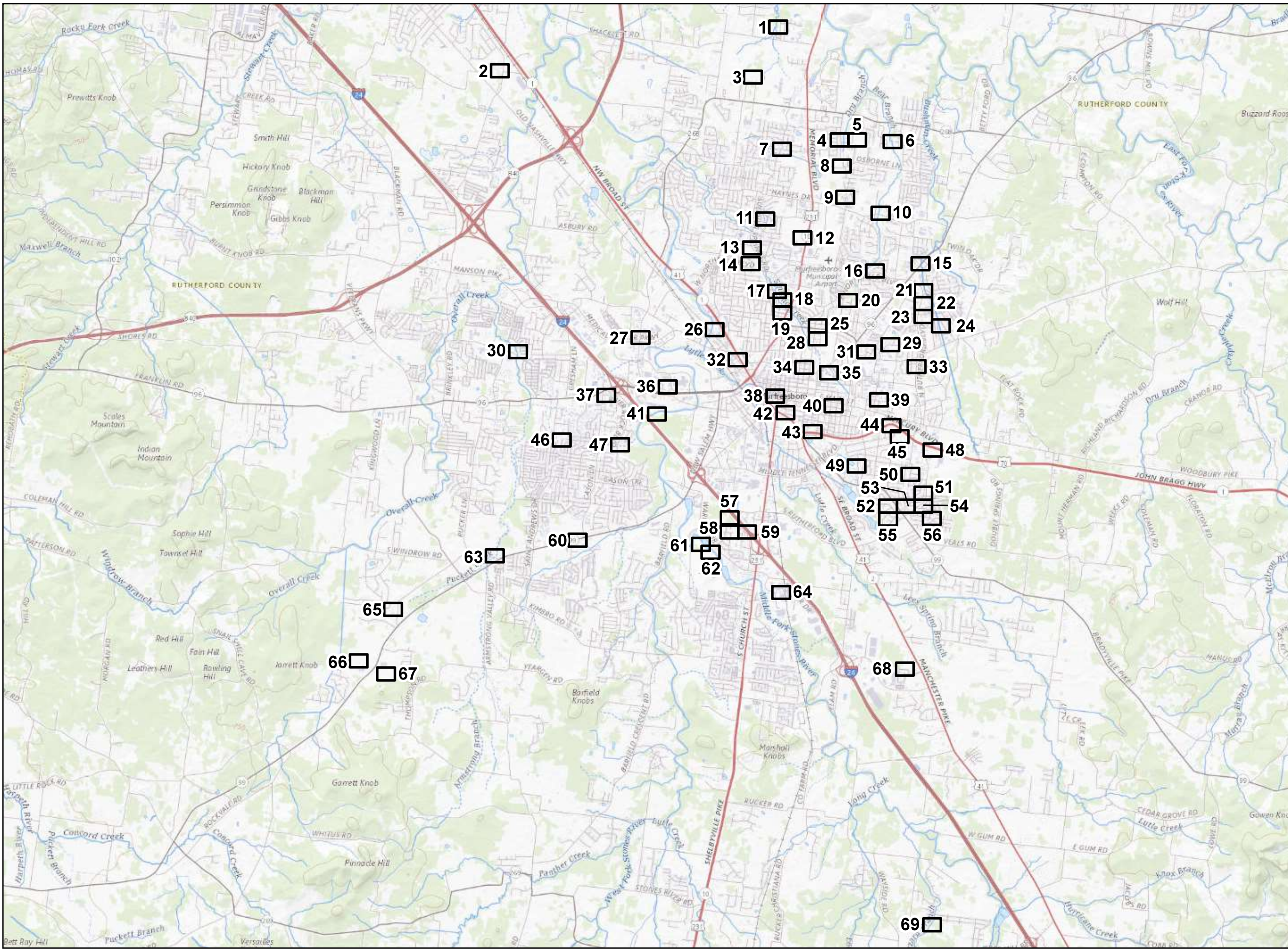
No Change in Contract Time is required.
  A Change in Contract Time is required: \_\_\_\_\_

D. Michael Rhoten Architect / Engineer / Inspector / RPR
 [Signature] Contractor

|  |  |
|--|--|
| <b>Approve As To Form</b><br><br>_____<br>Adam Tucker, City Attorney | <b>Proceed with Execution</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No _____<br><br>_____<br>Owner's Representative |
|--|--|

Distribution: Engineer, Owner; Central Files






# MWRD

## MWRD 2023-2024 Sewer Rehabilitation Project

Index Map

Legend  
 Mapbook Index

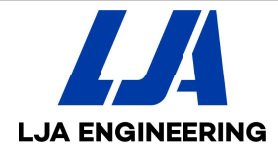


0 4,000 8,000 Feet

**REFERENCE:**  
 THIS MAP IS FOR INFORMATIONAL  
 PURPOSES ONLY. ALL FEATURE  
 LOCATIONS DISPLAYED ARE  
 APPROXIMATED. THEY ARE NOT BASED  
 ON CIVIL SURVEY INFORMATION,  
 UNLESS STATED OTHERWISE.

DATE:  
6/5/2023

LJA PROJECT NO.  
2963-0007



# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

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**Item Title:** Cable Television Commission

**Department:** Administration

**Presented by:** Mayor McFarland

**Requested Council Action:**

Ordinance

Resolution

Motion

Direction

Information

---

**Summary**

Appointment to the Cable Television Commission.

**Background Information**

The purpose of the Cable Television Commission is to oversee the cable television franchise for the City and other cable television functions as designated by ordinance.

As established by M.C.C. §2-166—168, there are seven members appointed for 3-year terms.

**Council Priorities Served**

*Engaging Our Community*

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

**Attachments:**

Memo from Mayor McFarland



*... creating a better quality of life.*

April 18, 2024

Members of City Council

**RE: Recommended Reappointment – Cable Television Commission**

As an item for the Council Agenda, I am recommending the following reappointments for the Cable Television Commission.

**Reappointments**

Jimmy Richardson (term expires April 30, 2024)

Tommy Campbell (term expires April 30, 2024)

Sincerely,

Shane McFarland  
Mayor

# COUNCIL COMMUNICATION

Meeting Date: 04/04/2024

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Jennifer Brown, City Recorder  
**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

## Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

## Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

## Regular Beer Permits

| Name of Applicant          | Name of Business      | Address                    | Type of Permit | Type of Business   | Reason                            |
|----------------------------|-----------------------|----------------------------|----------------|--------------------|-----------------------------------|
| Jasmine Asian Cuisine, Inc | Jasmine Asian Cuisine | 417 N Thompson Ln          | On-Premises    | Restaurant         | Ownership Change/Name Change      |
| Queen, LLC                 | TailGate Brewery      | 210 Stones River Mall Blvd | Manufacturing  | Restaurant/Brewery | Ownership/Name/Permit Type 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:

|  |                           |
|--|---------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Jasmine Asian Cuisine Inc |
| <b>Name of Business</b>                        | Jasmine Asian Cuisine     |
| <b>Business Location</b>                       | 417 N Thompson Ln.        |
| <b>Type of Business</b>                        | Restaurant                |
| <b>Type of Permit Applied For</b>              | On-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input checked="" type="checkbox"/> |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

5% or more Ownership

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Fend Lin   |
| <b>Age</b>                       | 47   |
| <b>Residency City/State</b>      |  |
| <b>Race/Sex</b>                  | Asian/M  |
| <b>Background Check Findings</b> |  |
| 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? Yes

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Beer Application

Summary of information from the beer application:

|  |                             |
|--|-----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Queen, LLC                  |
| <b>Name of Business</b>                        | TailGate Brewery            |
| <b>Business Location</b>                       | 210 Stones River Mall Blvd. |
| <b>Type of Business</b>                        | Restaurant/Brewery          |
| <b>Type of Permit Applied For</b>              | Manufacturing               |

Type of Application:

|                           |               |
|---------------------------|---------------|
| <b>New Location</b>       | _____         |
| <b>Ownership Change</b>   | _____ X _____ |
| <b>Name Change</b>        | _____ X _____ |
| <b>Permit Type Change</b> | _____ X _____ |

|                        |               |
|------------------------|---------------|
| <b>Corporation</b>     | _____         |
| <b>Partnership</b>     | _____         |
| <b>LLC</b>             | _____ X _____ |
| <b>Sole Proprietor</b> | _____         |

5% or more Ownership

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Wesley Keegan  |
| <b>Age</b>                       | 38   |
| <b>Residency City/State</b>      | Nashville, TN  |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| 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 Attachments.**



