

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
May 2, 2024

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Kimberly Fann

Public Comment on Actionable Agenda Items

Consent Agenda

1. Housing Rehabilitation Change Order #2 511 Eventide (Community Development)
2. The Barnabas Vision, Inc. Subrecipient Budget Amendment 1 (Community Development)
3. Retail Liquor Certificate of Compliance - Overall Liquor and Wine - Ownership Change (Finance)
4. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)
5. Asphalt Purchases Report (Water Resources)
6. Barton Lawn Care Contract Amendment (Water Resources)

Minutes

7. Minutes of City Council Meetings November 9 through November 17, 2022 (Finance)

New Business

Land Use Matters

8. Plan of Services and Annexation for Property Along Asbury Road (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 24-R-PS-07
 - c. Annexation: Resolution 24-R-A-07
9. Plan of Services, Annexation, and Zoning for Property Along South Church Street (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 24-R-PS-08
 - c. Annexation: Resolution 24-R-A-08
 - d. Public Hearing: Zone 0.47 acres
 - e. First Reading: Ordinance 24-OZ-08
10. Rezoning Property Along West Thompson Lane (Planning)
 - a. Public Hearing: Rezone 2.2 acres
 - b. First Reading: Ordinance 24-OZ-09

11. Sewer Allocation Variance- South Church Street – Yanahli Commercial Development (Planning)
12. Sewer Allocation Variance- New Salem Highway – Salem Square Commercial Center (Planning)
13. Sewer Allocation Variance- Veterans Parkway – Fresh Hospitality Commercial Development (Planning)

Resolution

14. Unclaimed Property Resolution 24-R-11 (Finance)

On Motion

15. Beasie-River Rock Connector Change Order #1 (Engineering)
16. Professional Services Contract - SE Broad Widening (Engineering)
17. Medical Center Widening Professional Services Agreement Amendment (Engineering)
18. Old Fort Park Tennis Court Renovations (Facilities)
19. Discovery School Multisport Court Installation (Facilities)
20. Installation of Snake Rail Fence at 2150 NW Broad Street (Facilities)
21. Guardrail Replacement Agreement (Street)
22. Purchase of Replacement Downtown Signal Equipment (Transportation)

Board & Commission Appointments

23. Murfreesboro Housing Authority (Administration)

Licensing

24. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Change Order #2 511 Eventide Drive Housing Rehabilitation

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

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

Change order through the Community Development Housing Rehabilitation program.

Staff Recommendation

Approve the change order for cost not to exceed \$1,560.

Background Information

CDBG funded are being used to repair a residence at 511 Eventide Drive to maintain its habitability. This change order is to install a new metal chimney cap, conceal new columns within garage walls and repair a broken rafter.

Council Priorities Served

Responsible budgeting.

Utilizing CDBG funds assists the City in addressing exterior and interior deficiencies in the communities housing stock and maintain funds for other budgetary requirements.

Fiscal Impact

CDBG Grant will fund this \$1,560 change order.

Attachment

Change Order #2.

**CHANGE ORDER #2 TO
CONTRACT FOR REHABILITATION – CDBG
FOR MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT**

This **Change Order #2** for Contract for Rehabilitation – CDBG for the City of Murfreesboro, acting through its Community Development Department, dated January 11, 2024 (“Contract”) is effective as of the date of the last party to sign below, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, as Grantee; Monica Himes (“Owner”); and David Underhill (“Contractor”).

WHEREAS, Owner and Contractor, with City’s approval, entered into the Contract for certain rehabilitation services at 511 Eventide Drive, Murfreesboro, TN;

WHEREAS, pursuant to Section VIII and Exhibit B of the Contract, said Contract may be modified by written change order executed by all parties and approval by the City Council; and

WHEREAS, on March 14, 2024, Owner, Contractor, and City entered into Change Order #1; and

WHEREAS, the parties desire to amend the Contract to include the fabrication and installation of chimney cap, opening walls in garage and installation of additional studs to support girder, and sister 1 additional broken rafter in the attic as listed below;

NOW, THEREFORE, Owner and Contractor hereby amend the Contract as follows:

1. The parties agree to include the additional scope of work as follows as follows:

ITEM	COST
Original Project Cost	\$55,000.00
Change Order #1	\$7,200.00
Change Order #2	
1. Fabricate and install chimney cap	
2. Open walls in garage and install additional studs to support girder	\$1,560.00
3. Sister one additional broken rafter in attic	
Change Order #2 Total	\$1,560.00
New Project Cost	\$63,760.00

2. All other terms of the Contract and Change Order #1, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Change Order #2.


David Underhill, Contractor


Monica Himes, Owner

Date: 4/16/24

APPROVED BY CITY:

Date: _____

Name: Shane McFarland
Title: Mayor

APPROVED AS TO FORM:

Date: _____

Name: Adam Tucker
Title: City Attorney

David Underhill
221 Underhill Road
McMinnville, TN 37110
Tennessee License # 50649

General Contractor
615 351-7990
dl.underhill@comcast.net

Put your home “under” construction!

March 26, 2024

Community Development Department
211 Bridge Ave.
City of Murfreesboro
Robert Holtz

Addendum to bid at 511 Eventide Drive

Scope of work:

Fabricate and install chimney cap

Open walls in garage and install additional studs to support girder

Replace 1 additional broken rafter in attic

Charges:

\$1,560.00

COUNCIL COMMUNICATION

Meeting Date: 05/2/2024

Item Title: The Barnabas Vision, Inc. Subrecipient Budget Amendment

Department: Community Development

Presented by: Jessica Cline, Assistant Director of Community Development

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

Subrecipient budget amendment to increase grant award to The Barnabas Vision, Inc.

Staff Recommendation

Approve the budget amendment to increase the grant award by \$21,676.

Background Information

On April 20, 2023 The Barnabas Vision, Inc. was awarded a public service grant to provide homeless prevention services to families and individuals at risk of becoming homeless. This subrecipient budget amendment will reallocate unspent public service funds to The Barnabas Vision, Inc.

Council Priorities Served

Responsible budgeting.

Utilizing CDBG-CV funds for eligible public service activities enhance community without impacting the General Fund.

Fiscal Impact

This subrecipient agreement is fully funded by the CDBG-CV grant with no impact to General Fund.

Attachment

Amendment #1

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
THE BARNABAS VISION, INC.
FOR
CDBG-CV PROGRAM**

WHEREAS, on May 20, 2021 the Murfreesboro City Council approved the amended FY 2021 Annual Action Plan (the “Amended FY 2021 Annual Action Plan”), and authorized the Grantee to fund certain eligible subrecipients listed in the Amended FY 2021 Annual Action Plan with CDBG-CV funds; and

WHEREAS, the Grantee desires to convey to the Subrecipient certain CDBG-CV funds in the amount of NINETY THOUSAND and 00/100 Dollars (\$90,000.00) (“CDBG-CV Funds”), in order to fund certain CDBG activities described on **Exhibit A**, and the Subrecipient desires to accept the CDBG-CV Funds in order to fund such activities and programs described on **Exhibit A**, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, the parties hereby amend said Agreement effective May 22, 2023 as follows:

1. Amend Section 1, Subsection A with the following:
 1. It is expressly agreed and understood that the Grantee is making available to the Subrecipient CDBG-CV Funds in the total amount of ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED SEVENTY-SIX and 37/100 Dollars (\$111,676.37). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit A** and in accordance with performance.
2. Amend Exhibit A, Subsection 1 with the following:
 1. Use CDBG-CV funds to provide Homeless Prevention services to homeless individuals and/or families at risk of becoming homeless in the City of Murfreesboro.
 - a. In no event shall the maximum liability of the Grantee under this Agreement exceed ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED SEVENTY-SIX and 37/100 Dollars (\$111,676.37) (“Maximum Liability”)
3. Amend Attachment C with the following:

Funding Source	Homeless Prevention	Grant Management	Total
CDBG-CV	\$101,676.37	\$10,000.00	\$111,676.37

4. Amend Attachment B with the following:

I. The time table for completing the activities for the project shall be:

- | | |
|---|----------------|
| 1. Release of funds | April 20, 2023 |
| 2. Begin providing services to homeless | April 20, 2023 |
| 3. Contract complete | July 15, 2024 |

5. The other terms and provisions not amended hereby shall remain in full force and effect.

CITY OF MURFREESBORO

Shane McFarland, Mayor

Date

APPROVED AS TO FORM:

Adam Tucker, City Attorney

THE BARNABAS VISION, INC.

David Coggin, Executive Director

Date

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Retail Liquor Certificate of Compliance – Overall Liquor and Wine – Ownership Change

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

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

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Dhruviben Patel, Dimple Patel, Premilaben Patel, Kamini Patel for Overall Liquor and Wine at 4433 Veterans Pkwy Suite D, which is a change of ownership for a retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name Dhruviben Patel
Age 26
Home Address 5028 Bridgemore Blvd
Residency City/State Murfreesboro, TN
Race/Sex Asian/F
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Dimple Patel
Age 49
Home Address 619 Stonetrace Dr
Residency City/State Murfreesboro, TN
Race/Sex Asian/F
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Premilaben Patel
Age 54
Home Address 442 Creekview Dr
Residency City/State Murfreesboro, TN
Race/Sex Asian/F
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Kamini Patel
Age 43
Home Address 4411 Marymont Springs Blvd
Residency City/State Murfreesboro, TN
Race/Sex Asian/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name of Business Overall Liquor and Wine
Business Location 4433 Veterans Pkwy Suite D

Type of Application:

New Location _____
Ownership Change ☒ _____
Name Change _____

Corporation _____
Partnership _____
LLC ☒ _____
Sole Proprietor _____

Application Completed Properly? Yes
Application Date: 4/16/2024

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

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Murfreesboro Transit Center Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

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

Summary

Report of Murfreesboro Transit Center 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. 5 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

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

The amount of the increased expense, \$40,241, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Attachments

Change Control Log and Forms



Document G701™ – 2017

Change Order

PROJECT: (name and address)

Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro, Tennessee 37129

CONTRACT INFORMATION:

Contract For: Murfreesboro Transit Center
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 005
Date: 4/2/2024

OWNER: (name and address)

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

ARCHITECT: (name and address)

HDR, INC.
120 BRENTWOOD COMMONS
WAY#525
BRENTWOOD, Tennessee 37027

TO CONTRACTOR: (name and address)

Rock City Construction Company, LLC
1885 General George Patton Drive
Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

Total Cost of this CO= (\$40,240.84)

Owner Contingency After CO = \$612,021.93

PCO 011 Communication Lines to Bridge Avenue - Option 2 - (\$40,240.84)

\$0.00

The original Contract Sum was

\$ 17,145,843.00

The net change by previously authorized Change Orders

\$ 700,000.00

The Contract Sum prior to this Change Order was

\$ 17,845,843.00

The Contract Sum will be changed by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 17,845,843.00

The Contract Time will not be changed

The new date Substantial Completion will be 4/15/2025

NOTE: This Change Order does not include adjustment in the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HDR, INC.

ARCHITECT (Firm name)

944019E8F8D640B...

SIGNATURE

Neal Corbett Vice President

PRINTED NAME AND TITLE

4/17/2024

DATE

Rock City Construction Company, LLC

CONTRACTOR (Firm name)

Joe Hyken
C5E9E8166E5F402...

SIGNATURE

Joe Hyken Project Manager

PRINTED NAME AND TITLE

4/17/2024

DATE

CITY OF MURFREESBORO

OWNER (Firm Name)

Craig Tindall
242A8A86DF6749B...

SIGNATURE

Craig Tindall, City Manager




PRINTED NAME AND TITLE

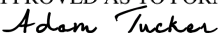
4/29/2024

DATE

DocuSigned by:
APPROVED AS TO FORM
Adam Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

CHANGE CONTROL FORM NO. 5

Date Issued:	April 18, 2024	Project:	Murfreesboro Transit Center
Project No.:	ITB-07-2023	Contractor:	Rock City Construction Co LLC
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request			
Description of Change (<i>attach necessary supporting documentation</i>): The Communication companies are requiring the Communication lines to be installed from Bridge Avenue instead of 99 HWY. ADD- \$40,240.84. This will be pulled from the project contingency fund leaving \$612,021.93 remaining in the contingency allowance.			
Initiated By: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: N/A		Spec. Reference: N/A	
RFI Reference: N/A		Date of RFI: N/A	
Attachments: PCO #004			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
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:	
WORK CHANGE DIRECTIVE			
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.			
FIELD ORDER			
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.			
AUTHORIZING SIGNATURES			
ENGINEER: DocuSigned by:  _____ <small>UF57AE7D206B425...</small> Neal Corbett _____ (print name) Date: 4/26/2024	CONTRACTOR: DocuSigned by:  _____ <small>C5E9E8166E5F40Z...</small> Joe Hyken _____ (print name) Date: 4/25/2024	OWNER: DocuSigned by:  _____ <small>242A8A86DF6749B...</small> Craig Tindall _____ (print name) Date: 4/29/2024	RESIDENT PROJECT REPRESENTATIVE: _____ _____ (print name) Date: _____

DocuSigned by:
 APPROVED AS TO FORM


43A2035E51F9401
 Adam F. Tucker, City Attorney



PCO #011

Rock City Construction Company, LLC
1885 General George Patton Drive
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #011: Communication Lines to Bridge Avenue - Option 2 - (\$40,240.84)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	ROCK CITY CONSTRUCTION CO LLC 1885 GENERAL GEORGE PATTON DR FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	011 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (ROCK CITY CONSTRUCTION CO LLC)
STATUS:	Draft	CREATED DATE:	3/15/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Communication Lines to Bridge Avenue - Option 2 - (\$40,240.84)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #019 - Comm Lines to Bridge Avenue

Communication Lines to be ran additional distance to Bridge avenue rather than to New Salem Highway like the Drawings show.

ATTACHMENTS:

[MaxCell_Overview.pdf](#) , [MTC Comm to Bridge Ave Proposal - Option 1.pdf](#) , [Comm to Bridge Ave Itemization - Option 2 .pdf](#)

#	Budget Code	Description	Amount
1	16-16000.S ELECTRICAL		\$36,582.59
2	88-83000.U FEE		\$3,658.25
3	88-82002.U OWNERS CONTINGENCY.Undefined		\$(40,240.84)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

ROCK CITY CONSTRUCTION CO LLC
1885 GENERAL GEORGE PATTON DR
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

SECTION 01258

FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION

Fast Electrical Contractors Inc.	
Route (4) 4" conduits - administration building to property line. NEW ROUTE TO BRIDGE AVE.	Murfreesboro Transit Center 6230020 / 23500
3 cell fabric innerduct in 2 conduits option.	3/14/2024

[illegible]

01258-1

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Murfreesboro Transit Center
Contract No. ITB-07-2023
Arch/Eng: HDR Engineering, Inc.
Contractor: Rock City Construction Co LLC

Original Contract Amount:	\$ 17,145,843.00
Adjusted Contract Amount:	\$ 17,845,843.00
Contingency Allowance Amount:	\$ 700,000.00
Adjusted Contingency Allowance Amount:	\$ 612,021.93

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-)	Adjusted Contingency Amount
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2023	0	\$ (27,121.18)	\$ (2,443.00)	\$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2023	0	\$ (2,676.05)	\$ (5,119.05)	\$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	1/5/2024	1/5/2024	2/14/2023	0	\$ (17,940.00)	\$ (23,059.05)	\$ 652,262.77
5	ADD-Communication lines new route	WCD	CONTRACTOR	PENDING	Craig Tindall	4/2/2024	4/17/2024		0	\$ (40,240.84)	\$ (63,299.89)	\$ 612,021.93
6												
7												
8												
9												
10												
11												
12												
13												
14												
Totals									0	\$ (87,978.07)		\$ 612,021.93

A Contract Times Extension Requires City Council Approval

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

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

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

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

Summary

Report of asphalt 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	\$78.00	\$95.00	\$79.60	\$85.97	\$73.58	\$84.61	
Apr							
May							
Jun							

OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2024

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Barton Lawn Care – Contract Amendment

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

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

Summary

Amendment to Barton Lawn Care Contract.

Staff Recommendation

Approve amendment to provide lawncare services to two new step systems.

Background Information

In March 2022, MWRD contracted with Barton Lawn Care to for grass care at its facilities. Currently, the two new step systems, Farmhouse Apartments 635 Lyons Farm Parkway and Traveler’s Trace Apartments 2801 Veals Rd, have large drip field that require regular care. Barton has agreed to amend its contract and add these areas for a marginal adjustment.

Council Priorities Served

Responsible budgeting

Expanding an existing competitive bid contract is a cost-effective means of securing vendor services.

Fiscal Impact

The expenses, estimated to be \$2,800, will be funded by MWRD operating budget.

Attachments

Barton Lawn Care Amendment 2

**SECOND AMENDMENT TO
AGREEMENT FOR GRASS CUTTING AND LANDSCAPING
FOR CITY OF MURFREESBORO**

This Second Amendment to the Agreement for Grass Cutting and Landscaping Service for the City of Murfreesboro for Water Resources Operations & Maintenance, dated February 3, 2022 ("Contract") is effective as of _____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Barton Lawn Care ("Contractor").

WHEREAS, City and Contractor entered into the Contract pursuant to City's ITB-24-2022 for certain lawn care services;

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

WHEREAS, on May 6, 2022, the City and Contractor entered into the First Amendment to the Contract to include additional properties; and

WHEREAS, the parties desire to amend the Contract to include certain additional properties for an additional cost, all as listed below;

NOW, THEREFORE, City and Contractor hereby amend the Contract as follows:

1. The parties agree to add two (2) pump stations to be included in the areas to be maintained by Contractor as outlined in "ITB-24-2022 – Grass Cutting and Landscaping, Water Resources."

LOCATION	COST (per cutting)
Travelers Trace Step System	\$120
Farmhouse Apts Step System	\$80

2. All other terms of the Contract and First Amendment, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Second Amendment.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

BARTON LAWN CARE

DocuSigned by:
By: Gary Barton
5D2FEA28E4F6459...
Gary Barton, Owner

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

43A2035E51F9401...
Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown, City Recorder/Finance Director

Requested Council Action:

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

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

Attachments

November 9, 2022 (Regular Meeting - Workshop)

November 17, 2022 (Regular Meeting)

November 9, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, November 9, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/Finance Director
Darren Gore, Assistant City Manager
Erin Tucker, Budget Director
Matthew Blomeley, Assistant Planning Director
Trey Duke, Director, City Schools

Mayor Shane McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The following letter from the City Manager was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to
Appointments for the Community Investment Trust.)

A list of candidates for the Community Investment Trust Board of Trustees (Board) and the Community Investment Trust Committee on Contributions (Committee) was presented to the Council for review. Mr. Craig Tindall, City Manager, proposed that Council take action on the appointments at the next meeting. Mayor McFarland suggested each council member write the name of the one candidate out of the eight total for the Board they would not vote for and give those names to Ms. Jennifer Brown, City Recorder/Finance Director to tally.

Ms. Brown read the results of the member list who would be presented for approval as Board Members. Mr. Tindall stated that he would have the proposal ready for the Council to vote on at the next meeting.

The following letter from the City Manager was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to
Public Safety Pay Plan Amendment.)

Mr. Tindall presented a proposal to revise the Public Safety Pay Plan to provide competitive pay and better employee retention for Public Safety employees resulting in an increase of approximately \$2.4 million in the Public Safety Budget. Discussion regarding pay of all City employees, retirees, part-time wages, and emergency dispatch took place along with comparisons to other cities and market studies results and recommendations.

Mayor McFarland proposed a four percent pay increase for all full-time City employees and a one-time payment to retirees for \$500.00. Mr. Erin Tucker, Budget Director, informed Council the cost of the one-time payment to retirees would be approximately \$180,000.00 and the four percent pay increase would be an additional \$1.4 million plus the proposed Public Safety Pay Plan.

Mr. Maxwell made a motion, seconded by Ms. Scales Harris, to approve the proposed Public Safety Pay Plan. Upon roll call, said Public Safety Pay Plan was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

The following letter from the Budget Director was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to
September 2022 Dashboard packet.)

The September 2022 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget, was presented to Council with no discussion taking place.

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to
Planning Commission recommendations.)

The following Resolution 22-R-PH-43 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Ms. Averwater. Upon roll call, said resolution was adopted by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert Resolution 22-R-PH-43 here to schedule a public hearing
for December 8, 2022 to consider rezoning approximately 34.2.
acres located west of Memorial Boulevard from RS-15
to PRD (Northridge Park PRD); Gehan Homes,
applicant [2022-424].)

The following Resolution 22-R-PH-44 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Ms. Averwater. Upon roll call, said resolution was adopted by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert Resolution 22-R-PH-44 here to schedule a public hearing for December 8, 2022 to consider a proposed amendment to rezone approximately 16.01 acres located at 285 North Rutherford Boulevard, including a PRD amendment of approximately 11.7 acres rezoning approximately 4.2 acres from RM-16 to PRD; and rezoning approximately 0.02 acres from CU to PRD; Albion of Murfreesboro, LLC, applicant [2022-423].)

The following Resolution 22-R-PH-45 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Ms. Averwater. Upon roll call, said resolution was adopted by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert Resolution 22-R-PH-45 here to schedule a public hearing for December 8, 2022 to consider a proposed amendment to rezone approximately 1.6 acres along Veterans Parkway to CH and approximately 5.7 acres to PRD (The Villas at Veterans PRD) which are proposed to be amended to City of Murfreesboro; and amend approximately 7.1 acres of PRD along Franklin Road in existing Villas at Veterans PRD; Harney Homes, LLC, applicant [2022-425].)

The following letter from the Budget Director was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to FY23 Budget Amendment Ordinance 22-O-42.)

An ordinance, entitled "ORDINANCE 22-O-42 amending the 2022-2023 Budget (3rd Amendment)," was read to the Council, and offered for passage on first reading.

Ms. Erin Tucker, Budget Director, noted that the ordinance already included the Public Safety Pay Plan but would need to be amended to include the five percent pay increase for Emergency Communications; a pay increase of four percent for all other full-time employees; and a one-time payment of \$500 to current retirees.

Mr. Wright made a motion, seconded by Ms. Averwater, to amend the ordinance to include a five percent increase for emergency communications, four percent increase for all other full-time employees not included in Public Safety Pay Plan changes and a one-time distribution of \$500.00 to retirees. Upon roll call, said ordinance was passed on first reading, as amended, by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

The following letter from Mr. Trey Duke, Director of Schools, was presented to the Council:

(Insert letter dated November 9, 2022 here with regards to
Schools Budget Amendment #3 City TN All Corp Tutoring Grant.)

The following Resolution 22-R-25, amending the 2022-2023 Murfreesboro City Schools Budget (3rd Amendment) regarding one-time funding by the American Rescue Plan Act (ARPA) funds for tutoring was read to the Council and offered for adoption upon motion made by Ms. Scales Harris, seconded by Mr. Wright. Upon roll call, said resolution was adopted the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert Resolution 22-R-25 here.)

Mayor McFarland asked Council members to provide additional recommendations for the Community Investment Trust Committee on Contributions.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated November 9, 2022 here with
regards to Beer Permit Applications for MaMaJuana 615
and Junior League of Murfreesboro event on 12/3/2022.)

Mr. Wade made a motion, seconded by Mr. Wright, to approve a Beer Permit for MaMaJuana 615, 2830 Middle Tennessee Boulevard (Ownership/Name Change), pending Building and Codes approval, and a Special Event Beer Permit for Junior League of Murfreesboro on 12/3/2022 at TN Miller Coliseum, 304 West Thompson Lane. Upon roll call, said Beer Permits were approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade

Shawn Wright
Shane McFarland

Nay: None

The City Recorder/Finance Director stated that there were no statements to consider.

Mr. Tindall announced that the next City Council meeting would be on Thursday, November 17, 2022.

Mr. Tindall also reminded those present that Ms. Brenda Davis, Administrative Assistant in the City Manager's office, recently lost her husband and that a visitation followed after this meeting.

Mr. Maxwell announced that he would be the Master of Ceremonies for the Veteran's Day event in the Square.

There being no further business, Mayor McFarland adjourned this meeting at 12:37 p.m.

ATTEST:

SHANE MCFARLAND
MAYOR

JENNIFER BROWN
CITY RECORDER/FINANCE DIRECTOR

November 17, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Council Chambers at City Hall at 6:00 p.m. on Thursday, November 17, 2022, with Vice Mayor Bill Shacklett present and presiding and with the following Council Members present and in attendance, to wit:

Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright

Mayor Shane McFarland and Council Member Kirt Wade were absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/Finance Director
Erin Tucker, Budget Director
Trey Duke, City Schools Director
Scott Elliot, Project Manager
Chad Gehrke, Airport Director
Russell Gossett, Solid Waste Director
Randolph Wilkerson, Employee Services Director

Council Member Shawn Wright commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mr. Randolph Wilkerson, Employee Services Director, recognized STARS Award recipient Mr. Ronald Head, Systems Coordinator in the Information Technology Department. Mr. Head saved a fellow employee's life by his quick thinking, first aid training, and timely response to calls for help. Vice Mayor Shacklett presented a plaque recognizing Mr. Head's ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

The Consent Agenda was presented to the Council for approval:

1. Murfreesboro Airport Hanger 1 Change Order No. 6 (Administration)
2. Hangar Site Design Services Work Authorization (Airport)
3. Titan Aviation Fuels Contract Amendment No. 4 (Airport)
4. Brinkley Road Improvement Project Change Order No. 1 (Engineering)
5. Purchase of AED Machines (Fire Rescue)
6. ~~PSAs with Tennis Instructors (Parks)~~ **(Pulled)**
7. Contract with GT Distributors for Handguns and Accessories (Police)
8. Fifth Amendment to TripSpark Agreement (Transit)

(Insert letter from Administration, Airport (2), Engineering, Fire/Rescue, Parks, Police and Transit Departments here.)

Mr. Maxwell had a question regarding Item No. 6, suggesting it be deferred to a future Council meeting. Mr. Tindall suggested discussing it later in this meeting to make sure the timeline was clear to the Council.

Ms. Averwater, made a motion, seconded by Mr. Maxwell to approve the Consent Agenda, excluding Item No. 6. Upon roll call, said Consent Agenda Excluding Item No. 6 was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the Budget Director was presented to the Council:

(Insert the letter dated November 17, 2022 here with regards to Ordinance 22-O-42 FY23 Budget Amendment.)

An ordinance, entitled "ORDINANCE 22-O-42 amending the 2022-2023 Budget (3rd Amendment)," which passed first reading on November 9, 2022, was read to the Council and offered for passage on second and final reading.

Ms. Erin Tucker, Budget Director, presented proposed changes to the ordinance from first reading. Ms. Averwater made a motion, seconded by Mr. Wright, to pass said the amendment to the Ordinance as presented. Upon roll call, the amendment passed as follows:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

Mr. Wright made a motion, seconded by Ms. Scales Harris, to pass said Ordinance, as amended, on second and final reading. Upon roll call, said Ordinance was passed on second and final reading by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

(Insert Ordinance 22-O-42 here.)

The next item on the agenda to consider second and final reading for Ordinance 22-OZ-18 to zone 68 acres along Highway 99 to PRD, simultaneous with annexation, was pulled at this time to consider at a future meeting.

The following letter from the Assistant Planning Director was presented to the Council:

(Insert the letter dated November 17, 2022 here with regards to rezoning approximately 30 acres along the east side of North Thompson Lane

and along the south side of West College Street [2022-417].)

An ordinance, entitled "ORDINANCE 22-OZ-39 to rezone approximately 30 acres located at 1750 North Thompson Lane from Single-Family Residential Fifteen (RS-15) District and Planned Signage Overlay (PSO) District to Medical District-Commercial (CM) District and Planned Signage Overlay (PSO) District; New Vision Baptist Church, applicant [2022-417]," which passed first reading on November 3, 2022, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Maxwell, seconded by Mr. Wright. Upon roll call, said ordinance was passed on second and final reading by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

(Insert Ordinance 22-OZ-39 here.)

The following letter from the City Schools Director was presented to the Council:

(Insert the letter dated November 17, 2022 here with regards
to Resolution 22-R-24 amending FY23 City Schools Budget Amendment No. 2.)

The following Resolution 22-R-24 amending the 2022-2023 Murfreesboro City Schools Budget (2nd Amendment) to recognize new revenues in the General Purpose Schools (GPS), Federal, Nutrition and Extended School Program (ESP) funds, was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Ms. Averwater. Upon roll call, said resolution was adopted on first reading by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

(Insert Resolution 22-R-24 here.)

The following letter from the Project Manager was presented to the Council:

(Insert the letter dated November 17, 2022 here with regards to
Change Order No. 1 to Construction Contract at Seigel Soccer Complex.)

Mr. Scott Elliott, Project Manager, presented Change Order No. 1 which includes post curbing, additional soffit lighting, installation of a weatherproof transformer electrical disconnect, and providing storm water collection piping for 10 downspouts for a total cost of \$27,708.

Mr. Maxwell made a motion, seconded by Ms. Scales Harris, to approve Change Order No. 1 to Construction Contract with Hawkins & Price, LLC., for Siegel Park Soccer Complex in the amount of \$27,708, funded from CIP and grant funds. Upon roll call, said Change Order was approved on first reading by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the Mayor was presented to the Council:

(Insert letter dated November 17, 2022 here with regards to
Appointment of the Board of Trustees of the
Community Investment Trust.)

Mr. Maxwell made a motion, seconded by Ms. Averwater, to approve the proposed appointments to the Board of Trustees of the Community Investment Trust. Upon roll call, said appointments were passed by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the City Attorney was presented to the Council:

(Insert letter dated November 17, 2022 here with regards
to Commercial Operator Lease Agreement with
Mike Jones Aircraft Sales.)

A contract was presented to the Council regarding the Lease Agreement with Mike Jones Aircraft Sales for Hangar One to improve economic development in and through the airport.

Mr. Maxwell made a motion, seconded by Mr. Wright, to approve a Lease Agreement with Mike Jones Aircraft Sales (MJAS) for Hangar One. Upon roll call, said Lease Agreement was adopted by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the City Manager was presented to the Council:

(Insert letter dated November 17, 2022 here with regards to a PSA for Contract for
Governmental Affairs – 2023 Session of General Assembly.)

A contract for Governmental Affairs Consulting with Ramsey, Farrar, Bates (RFB) for the General Assembly's 2023 Session for \$50,000 funded by the Administrative Department's operating budget, was presented for approval upon motion made by Ms. Averwater, seconded by Mr. Maxwell. Upon roll call, said contract was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the Employee Services Director was presented to the Council:

(Insert letter dated November 17, 2022 here with regards to an Amendment to the Rules of Procedure (Rules 2.09 & 3.01) of the Disciplinary Review Board.)

Ms. Scales Harris made a motion, seconded by Mr. Wright, to amend Rules 2.09 and 3.01 of the Disciplinary Review Board (DRB) Rules of Procedure. Upon roll call, said amendment was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the Director of Solid Waste was presented to the Council:

(Insert letter dated November 17, 2022 here with regards to Purchase of Roll-Out Garbage Carts.)

Ms. Averwater made a motion, seconded by Mr. Wright, to approve the purchase of agreement with Rehrig Pacific Company for \$93,390.00 funded from the Solid Waste operating budget to purchase roll-out garbage carts. Upon roll call, said purchase was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

Consent Agenda Item No. 6 was then considered. Discussion regarding reservations on the timeframe ensued with proposal of a 90-day extension for the current Professional Services Agreements with tennis instructors.

Mr. Wright made a motion, seconded by Mr. Maxwell, to approve an extension of 90 days on the Professional Services Agreements with the Tennis Instructors. Upon roll call, said extension was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated November 17, 2022 here with regards to the Beer Permit Application for Happy Sports Lounge, 302 W. Main Street.)

Mr. Wright made a motion, seconded by Mr. Maxwell, to approve a Beer Permit for Happy Sports Lounge, 302 W. Main Street (Ownership/Name Change). Upon roll call, said Beer Permit was approved by the following vote:

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Shawn Wright
Bill Shacklett

Nay: None

The City Recorder/Finance Director stated that there were no statements to consider.

There being no further business, Vice Mayor Shacklett adjourned this meeting at 6:33 p.m.

ATTEST:

BILL SHACKLETT
VICE MAYOR

JENNIFER BROWN
CITY RECORDER/FINANCE DIRECTOR

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Plan of Services and Annexation for property along Asbury Road
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation of approximately 160 acres located at the western terminus of Asbury Road.

Staff Recommendation

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

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

Background Information

The G.S. Dismukes and Barbara W. Dismukes Revocable Living Trust initiated a petition of annexation [2024-501] for approximately 160 acres located at the western terminus of Asbury Road. The City developed its plan of services for this area. During its regular meeting on March 6, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

With the planned Cherry Lane extension roadway project and the potential for an interchange at I-24, this property is well-positioned for future development once infrastructure improvements are constructed. Development on this property will create jobs for the community and generate tax revenue for the City.

Establish Strong City Brand

This property is well-positioned for future development once infrastructure improvements are constructed. Approval of this annexation will allow the City to set the vision for the development of this highly-visible property.

Expand Infrastructure

The City's adopted 2040 Major Transportation Plan calls for the tentatively-named Cherry Lane roadway extension to be constructed through this property in the future.

Attachments:

1. Resolution 24-R-PS-07
2. Resolution 24-R-A-07
3. Maps of the area
4. Planning Commission staff comments from the 03/06/2024 meeting
5. Planning Commission minutes from 03/06/2024 meeting
6. Plan of services
7. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
MARCH 6, 2024
PROJECT PLANNER: HOLLY SMYTH

5.b. Annexation petition and plan of services [2022-501] for approximately 160 acres located at the western terminus of Asbury Road, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust applicant.

The property owner listed above, represented by SEC Engineering, has submitted a petition requesting their property be annexed into the City of Murfreesboro. The subject area includes one parcel at the western terminus of Asbury Road. The property contains one barn and 5 billboard signs with no water or sewer service. The property tax map number is Tax Map 071, Parcel 011.00.

The annexation study area does not contain any right-of-way (ROW) because Justice Road, shown on the City's GIS, was abandoned by the County years ago with the former ROW being absorbed back into the parcel (See attached reference on survey map).

The subject parcel is located within the area depicted on the adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map shown below. The land use designations are Suburban Residential (SR) and General Commercial (GC), and the property is located within the Infill Service Line. No simultaneous request to zone the property has been made with the annexation petition and, therefore, an interim zoning classification of RS-15 would be automatically assigned upon annexation.

Staff has prepared a Plan of Services for the proposed annexation, which has been provided to the Planning Commission in the agenda packet. It demonstrates how services can be provided to the subject property upon annexation. No significant difficulties in providing services to the property as it exists today are identified in the plan of services. However, significant extensions of all infrastructure, including streets, sanitary sewer, water, and electricity, would need to be installed when development occurs.

Staff Recommendation:

Staff supports the annexation of this one parcel for the following reasons:

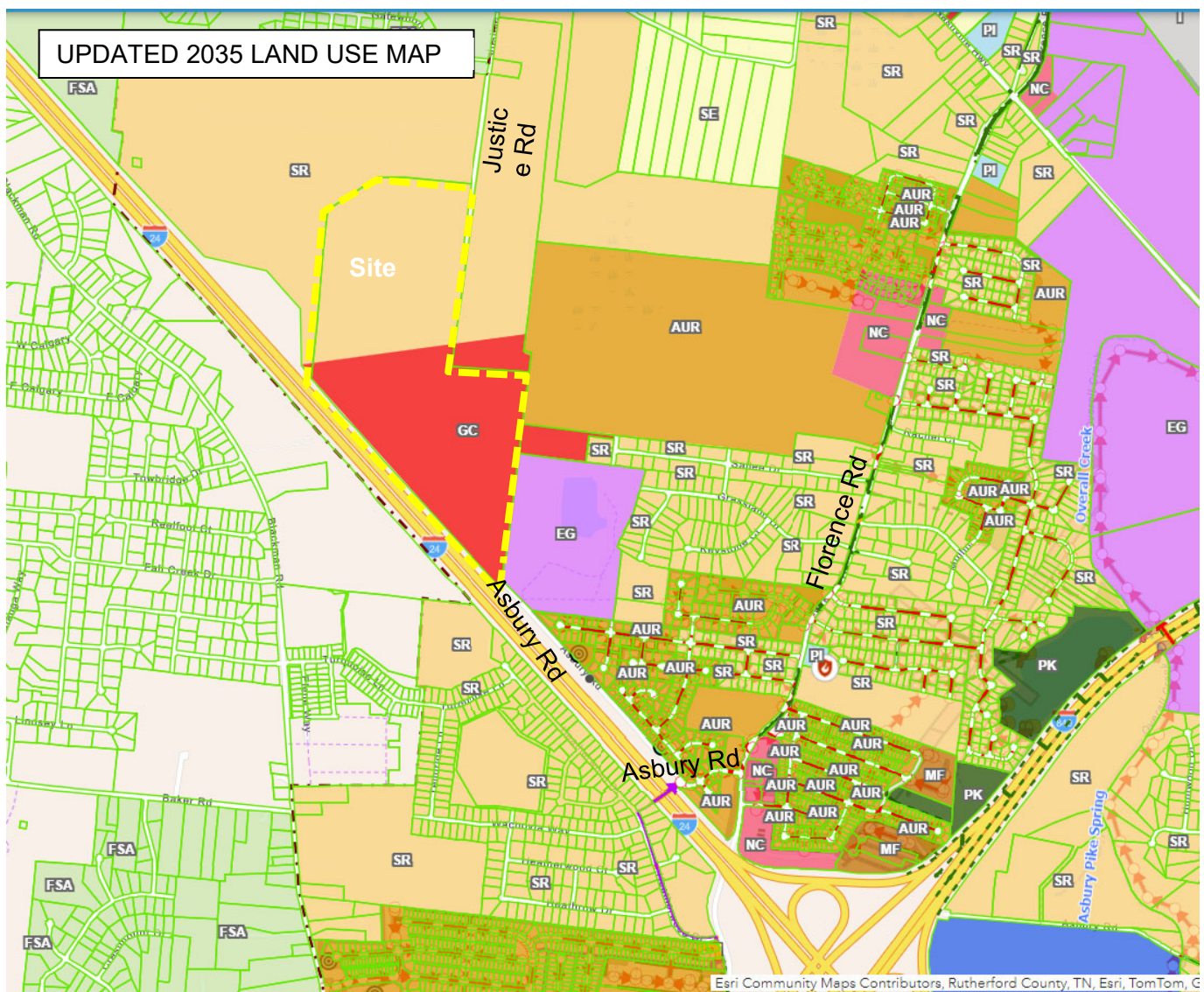
- 1) Inclusion of this property in the City, as well as its future development lends itself to potential Cherry Lane extension opportunities consistent with the 2040 Major Transportation Plan.
- 2) The area is within the proposed Infill Service Line as well as the City's Urban Growth Boundary. It is also contiguous with the existing City limits.
- 3) Although significant infrastructure extensions will be needed when it develops, annexation of the subject parcel in its current state will not pose any issues for delivery of services.

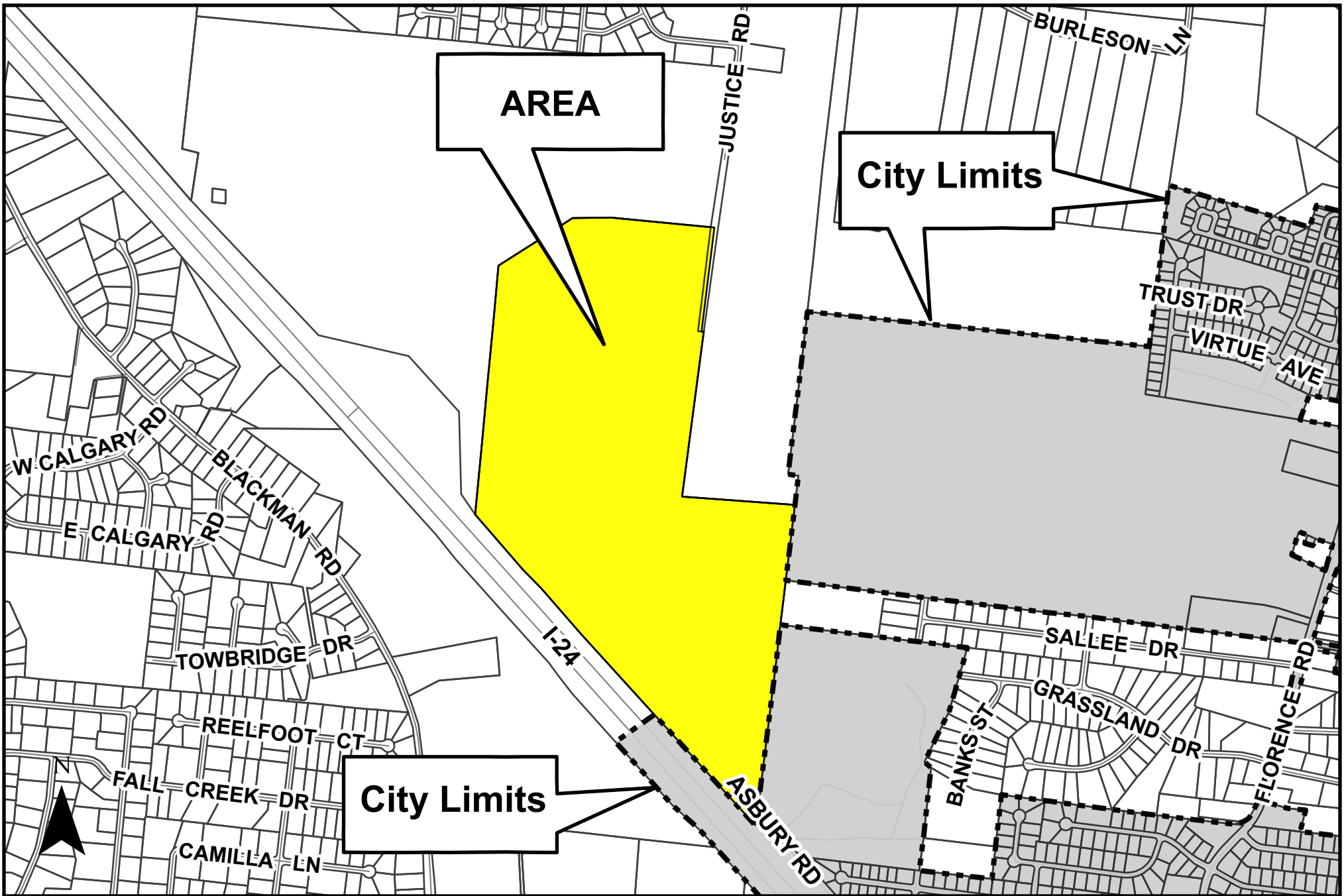
Action Needed:

The applicant will be available at the Planning Commission meeting to discuss this proposed annexation petition and plan of services. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation to City Council.

Attachments:

- Ortho Map
- No Ortho Map
- Survey Map
- Plan of Service

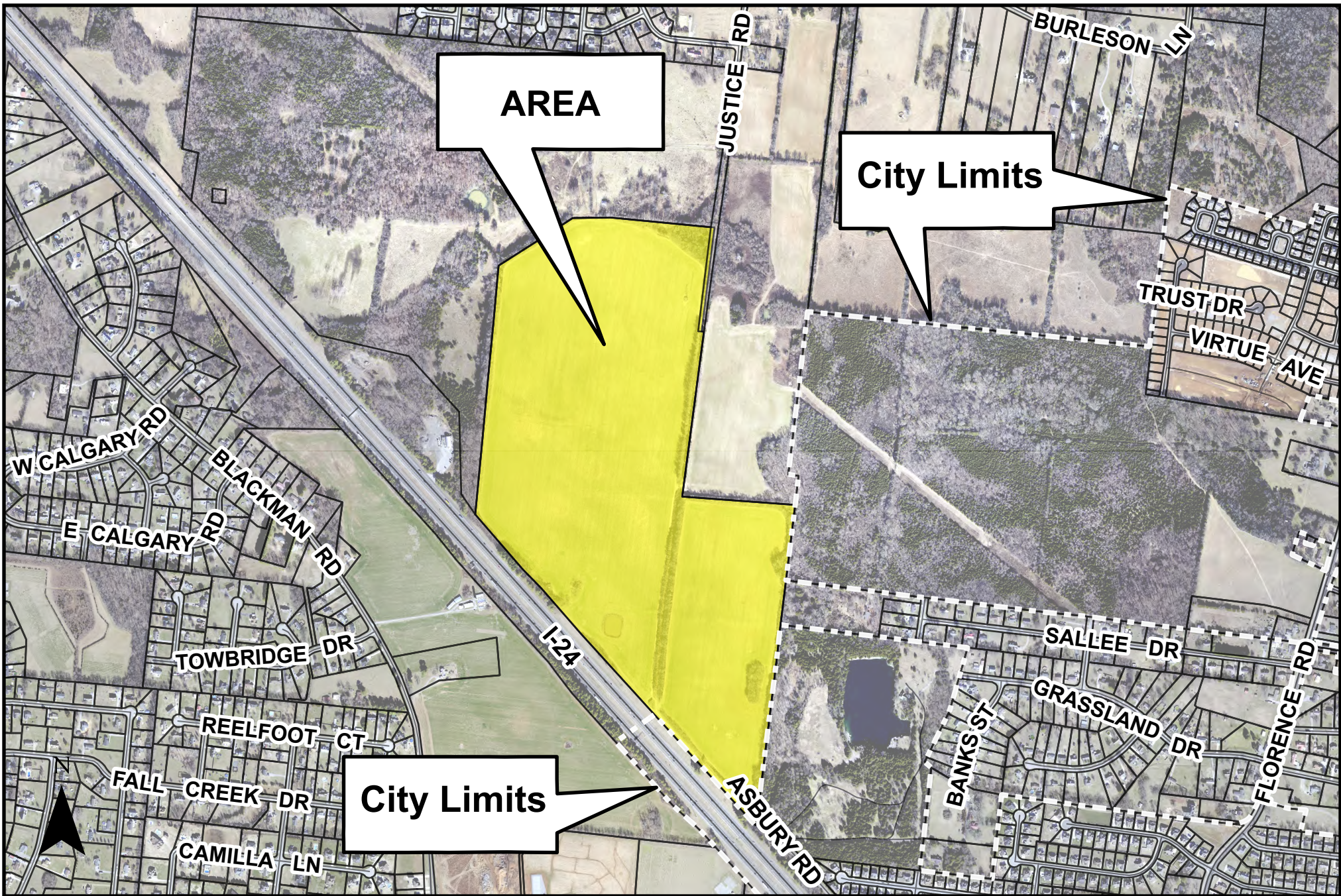




Annexation request for property along Asbury Road and I-24



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



Annexation request for property along Asbury Road and I-24



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Granville Dismukes (Trustee) - The G.S Dismukes & Barbara W. Dismukes

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

Signature: Granville Dismukes Status: Trustee Date: 01/16/24

6931 Sparta Pike, Watertown TN 37184

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

2.

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

Signature: _____ Status: _____ Date: _____

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

3.

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

Signature: _____ Status: _____ Date: _____

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

4.

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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



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

January 18, 2024

Mr. Greg McKnight
Murfreesboro Planning & Engineering Dept
111 W. Vine St
Murfreesboro, Tennessee 37130

RE: Dismukes Property Annexation Request
Asbury Road
Murfreesboro, Tennessee 37129

Dear Mr. McKnight:

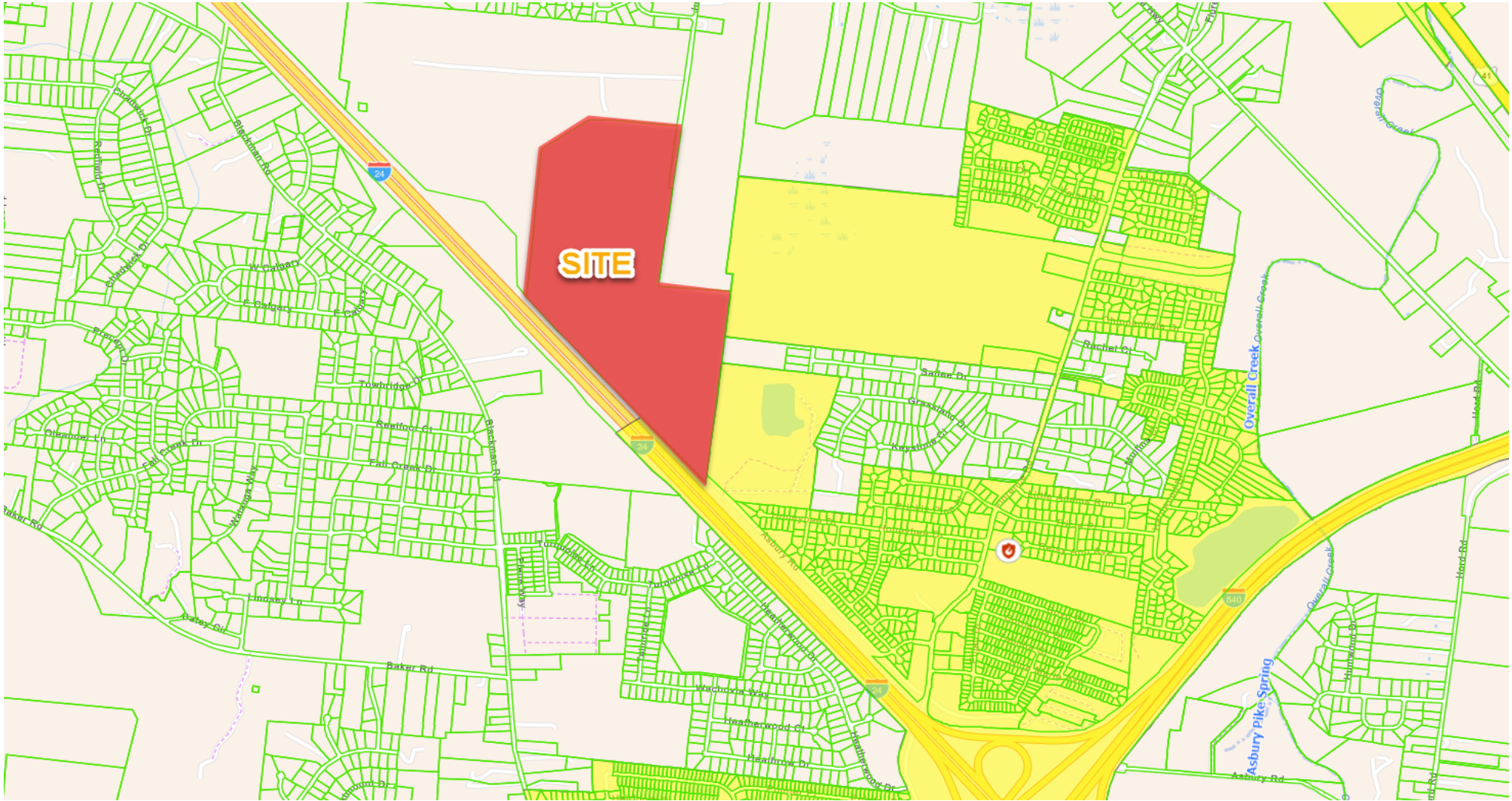
Please accept this letter along with the attached annexation petition as our official request to the City of Murfreesboro to annex Parcel 11.00 of Tax Map 71. The entire parcel is approximately 159.97 acres in size. The property is currently undeveloped and is located along the east side of Interstate 24 at the end of Asbury Road. Presently, the property is located within the unincorporated area of Rutherford County and is currently zoned Medium Density Residential District (RM) in the county. The applicant understands that upon annexation, the property will be zoned into the city with the base RS-15 zoning.

I have attached an exhibit related to this project. The exhibit shows the property in question. I have also attached with this letter the signed annexation petition, boundary description and exhibit showing the property associated with this annexation request.

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email. My email address is rmolchan@sec-civil.com.

Sincerely,

Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.



SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 71 PARCEL 11.00

THE G.S. DISMUKES & BARBARA W. DISMUKES REVOCABLE LIVING TRUST

D.B. 540 PG. 556 (R.O.R.C.,TN)

159.97 ACRES

A PARCEL OF LAND LYING IN THE 7TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL ON THE EAST BY ASBURY ROAD, SAZERAC OF TENNESSEE LLC. KENT J. BROUSSARD R.BK. 1687, PG. 1034(R.O.R.C.,TN), JOHN P. DOYLE PROPERTY R.BK. 1190, PG. 3798(R.O.R.C.,TN), ROY WALDRON PROPERTY D.BK. 135, PG. 34(R.O.R.C.,TN), JOHN AND JENNY JUSTICE PROPERTY D.BK. 186, PG. 236(R.O.R.C.,TN), AND BOUNDED ON THE NORTH AND EAST BY ROBIN TUNE PROPERTY D.BK. 532, PG. 463(R.O.R.C.,TN), AND D.BK. 116, PG. 232(R.O.R.C.,TN), BOUNDED ON THE SOUTH BY INTERSTATE-24 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING BEING A FOUND CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF INTERSTATE-24, BEING THE SOUTHEAST CORNER OF THE G.S. DISMUKES & BARBARA W. DISMUKES REVOCABLE LIVING TRUST AS RECORDED IN D.BK. 540, PG. 556(R.O.R.C.,TN) THE SAME POINT BEING ON THE NORTHERLY RIGHT OF WAY OF INTERSTATE-24 AND THE SOUTHERLY RIGHT OF WAY FOR ASBURY ROAD; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE-24 N 41°54'16" W FOR A DISTANCE OF 1212.52' TO AN IRON PIN; THENCE N 41°49'55" W ALONG SAID RIGHT OF WAY FOR 2034.43' TO AN IRON PIN; THENCE N 36°32'08" W ALONG SAID RIGHT OF WAY FOR 90.78' TO A 36" HACKBERRY TREE AT A FENCE CORNER POST AT THE CENTER OF AN ABANDONED ROAD BEING THE SOUTHEAST CORNER OF ROBIN TUNE PROPERTY D.BK. 540, PG. 554(R.O.R.C.,TN); THENCE N 05°54'33" E ALONG THE CENTER OF SAID ABANDONED ROAD AND THE EAST LINE OF SAID TUNE FOR 1967.11' TO AN IRON PIN; THENCE N 58°21'49" E ALONG THE SOUTHERLY LINE OF THE ROBIN TUNE PROPERTY D.BK. 116, PG. 232 FOR 698.22' TO AN IRON PIN; THENCE N 89°44'38" E ALONG THE SOUTH LINE OF ROBIN TUNE D.BK. 532, PG. 463(R.O.R.C.,TN) FOR 304.56' TO THE CENTER OF AN ABANDONED ROAD D.BK. 540, PG. 554(R.O.R.C.,TN); THENCE S 83°34'42" E ALONG THE CENTER OF SAID ABANDONED ROAD AND SOUTH LINE OF SAID TUNE FOR 829.57' TO AN IRON PIN IN THE CENTER AND THE END OF JUSTICE ROAD THE POINT BEING ON THE EAST LINE OF JOHN AND JENNY JUSTICE D.BK. 186, PG. 236(R.O.R.C.,TN); THENCE S 08°01'36" W ALONG THE CENTER OF SAID ABANDONED JUSTICE ROAD AND THE EAST LINE OF SAID JOHN AND JENNY JUSTICE PROPERTY FOR 2142.70' TO THE SOUTHEAST CORNER OF SAID JOHN AND JENNY JUSTICE PROPERTY; THENCE S 85°16'20" E ALONG THE SOUTH LINE OF SAID JOHN AND JENNY JUSTICE PROPERTY PASSING THROUGH AND IRON PIN FOUND(25.82') FOR A TOTAL DISTANCE OF 928.98' TO AN IRON PIN FOUND(H&S) ON THE WEST LINE OF ROY WALDRON L.F.L. PARTNERSHIP D.BK. 135, PG. 34(R.O.R.C.,TN); THENCE S 07°22'37" W ALONG THE WEST LINE OF SAID WALDRON FOR 598.56' TO AN FOUND IRON PIN(RED CAP) AT THE NORTHWEST CORNER OF JOHN P. DOYLE R.BK. 1190, PG. 3798(R.O.R.C.,TN); THENCE S 07°22'11" W ALONG THE WEST LINE OF SAID DOYLE FOR 353.08' TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAZERAC OF TENNESSEE L.L.C. KENT J. BROUSSARD R.BK. 1698, PG. 1034(R.O.R.C.,TN); THENCE S 07°18'36" W ALONG THE WEST LINE OF SAID SAZERAC FOR 1462.78' TO THE NORTHERLY RIGHT OF WAY OF ASBURY ROAD; THENCE S 10°16'34" W ALONG THE WEST RIGHT OF WAY OF ASBURY ROAD FOR 131.88' TO THE POINT OF BEGINNING, HAVING AN AREA OF 6968099 SQUARE FEET, 159.97 ACRES.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director of Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Joel Aguilera, Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

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

4. Approve minutes of the February 21, 2024 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the February 21, 2024 Planning Commission meeting minutes; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

Annexation petition and plan of services [2024-501] for approximately 160 acres located at the western terminus of Asbury Road, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust applicant.

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

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

1. **Mr. Pat Justice, 8081 Old Jackson Ridge Road** –asked for clarification concerning the boundary lines of the property being requested for annexation.

Chair Kathy Jones closed the public hearing.

Mr. Matt Taylor stated he would reach out to Mr. Pat Justice with his surveyors to further discuss the property lines.

Mr. Bryan Prince commented about the future use of this property. Mr. Matthew Blomeley explained that the adopted Future Land Use Map classifies the south portion of the subject property as the General Commercial land use character and the north portion as Suburban Residential.

There being no further discussion Vice-Chairman Ken Halliburton moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

Bryan Prince

Chase Salas

Nay: None

Annexation petition and plan of services [2024-502] for approximately 0.47 acres located at 3416 South Church Street, Wesley H. Allen and Tonya C. Allen applicants.

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

Mr. Chris Maguire (civil engineer) and Mr. Clyde Rountree (landscape architect) were in attendance to represent the application.

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

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

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Nay: None

RESOLUTION 24-R-PS-07 to adopt a Plan of Services for approximately 160 acres located at the western terminus of Asbury Road, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust, applicant [2024-501].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on March 6, 2024, for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on May 2, 2024, as set by City Manager, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on April 16, 2024; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 24-R-A-07**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

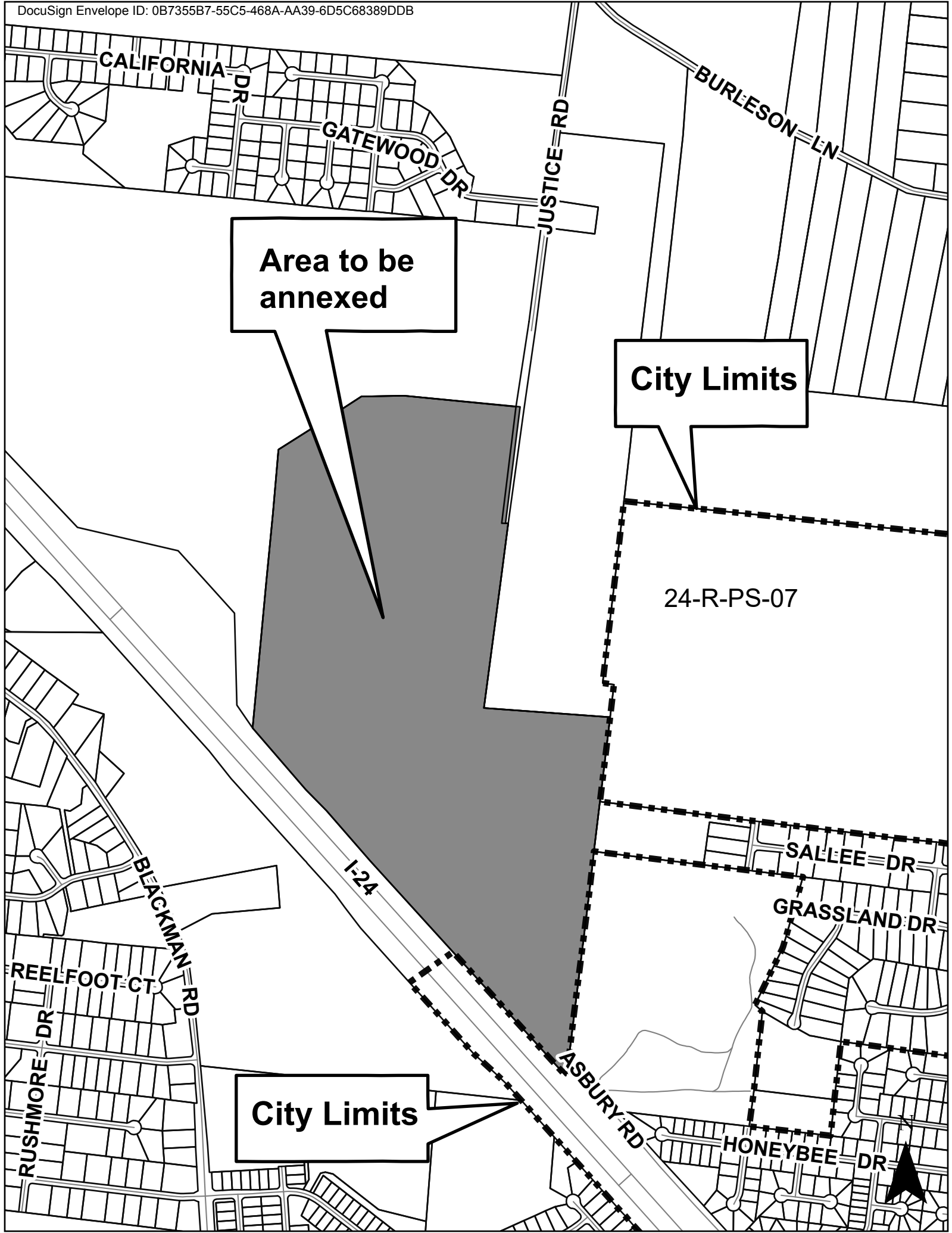
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

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

SEAL

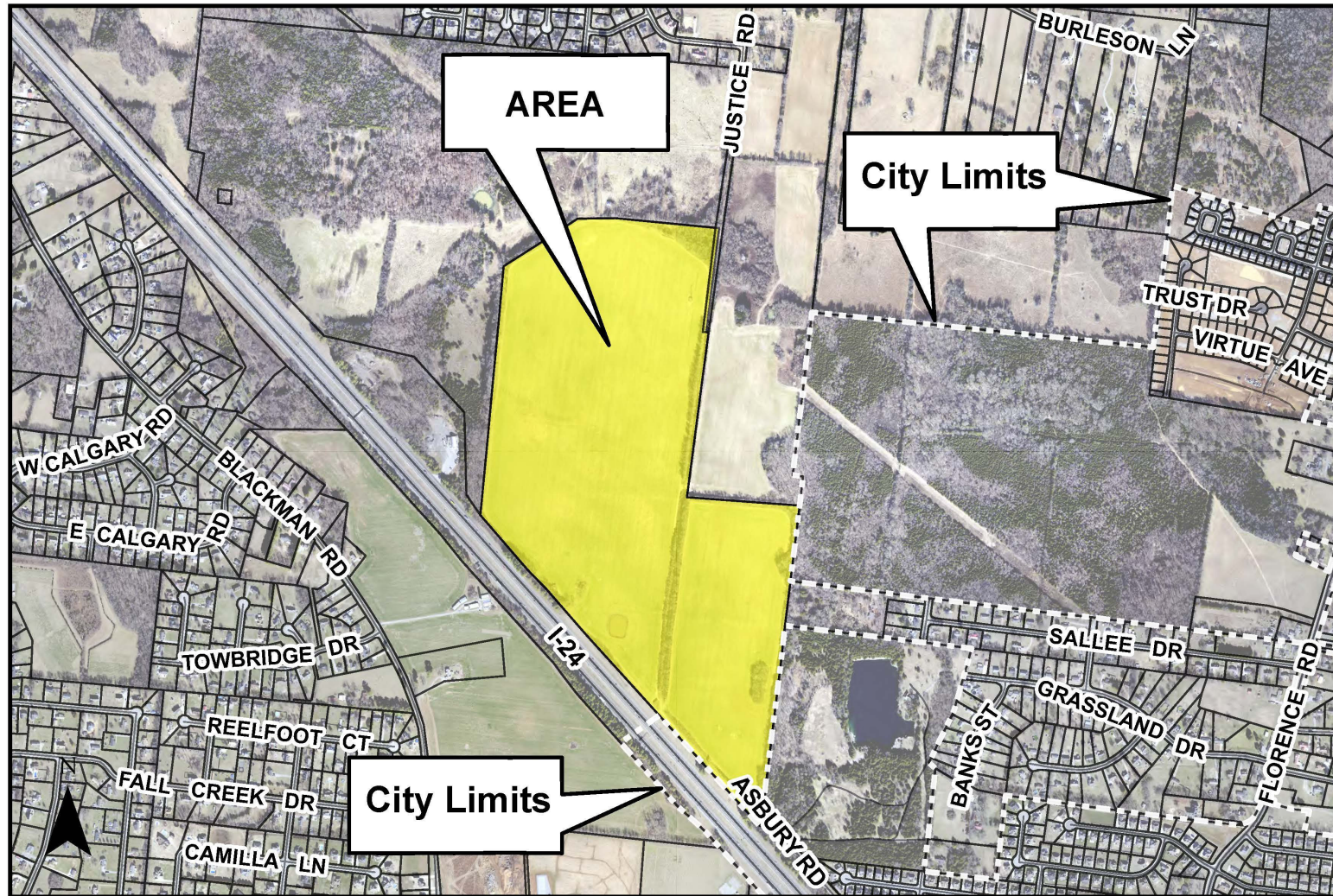


Resolution 24-R-PS-07

**ANNEXATION REPORT FOR PROPERTY LOCATED
AT THE WESTERN TERMINUS OF ASBURY ROAD
INCLUDING PLAN OF SERVICES
(FILE 2024-501)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – March 6, 2024**



Annexation request for property along Asbury Road and I-24



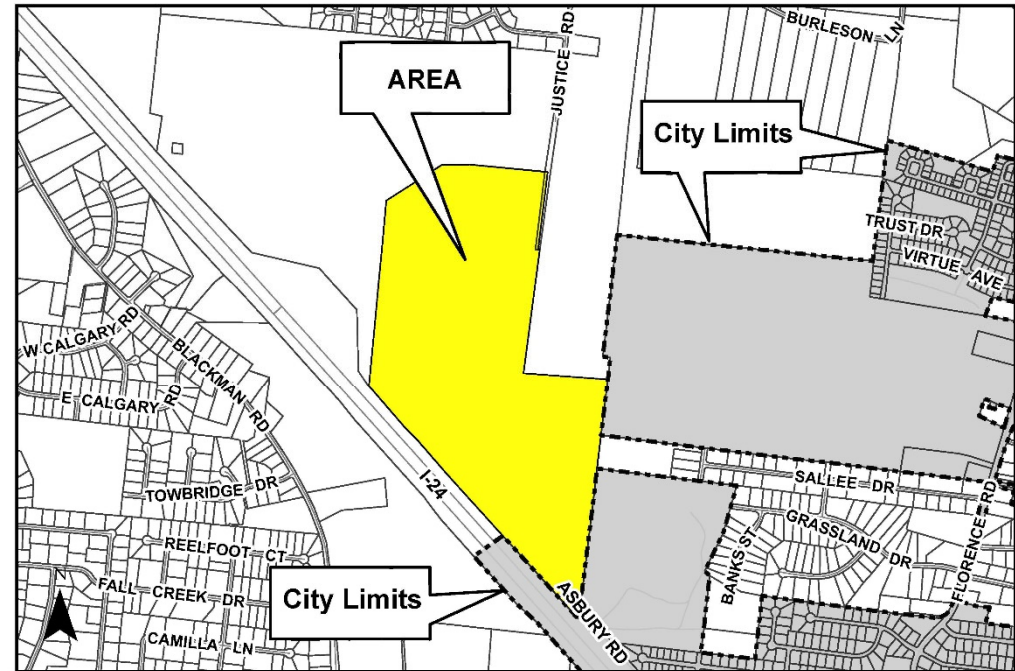
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City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

INTRODUCTION

OVERVIEW

The property owner, The G.S. Dismukes & Barbara W. Dismukes Revocable Family Trust, has submitted a petition requesting annexation by the City of Murfreesboro. The requested area is made up of 1 parcel containing approximately 160 acres. The property is located at the western terminus of Asbury Road adjacent to Interstate 24. The property tax map number is: Tax Map 071, Parcel 011.00. The property contains one barn and 5 billboards. No application to zone the property has been submitted; therefore, the property would default to a Residential Single Family 15 (RS-15) zone upon annexation.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and half of the eastern property line is contiguous with the City limits.



Annexation request for property along Asbury Road and I-24

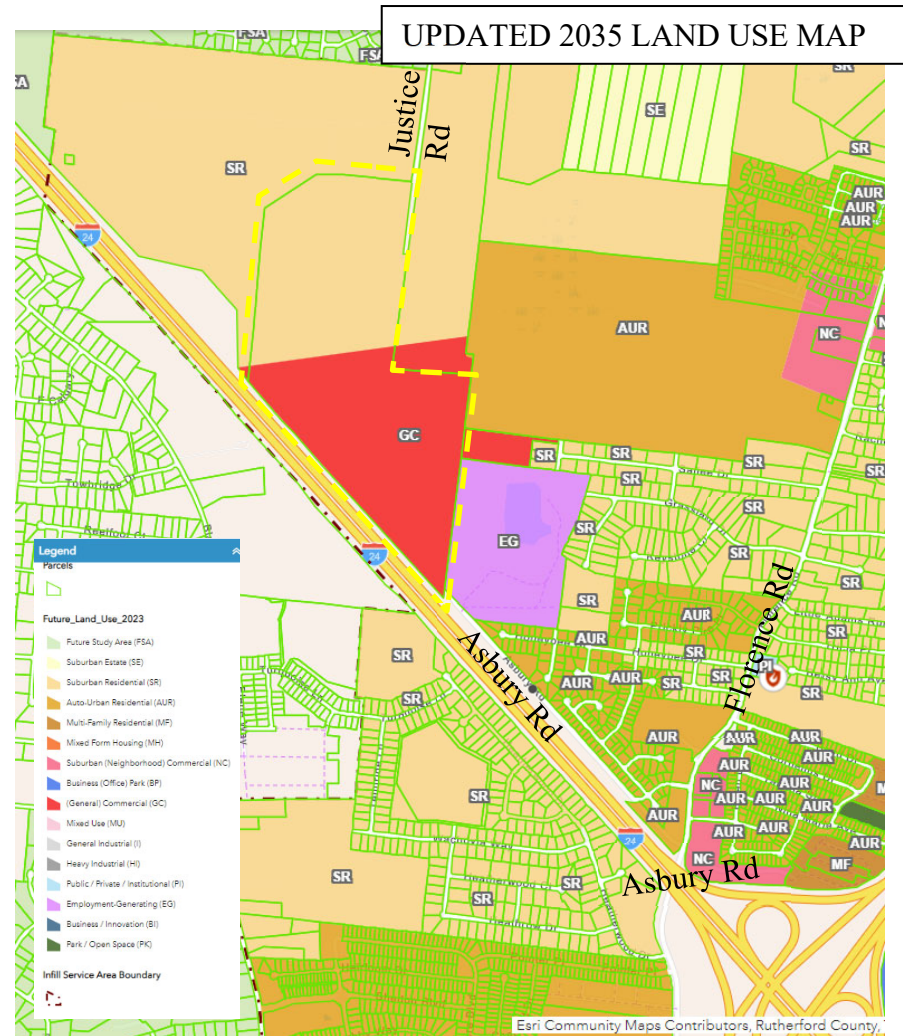
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GENERAL PLAN LAND USE

The updated Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates that Suburban Residential (SR) is the most appropriate land use character for the northern half of the property and General Commercial (GC) is the most appropriate land use character for the southern half of the property. The SR classification recommends single-family residential development with a density of 1.0 to 4.0 dwelling units per acre. The GC classification recommends commercial centers with a range of uses indicative of high-profile “pad” sites along the roadway. Uses anticipated are auto-centric uses, gas stations, service stations, restaurants, “big-box” commercial, grocery, and hotels.

The property lies within the Infill Service Area of the City as shown on the adjacent map. The purpose of the proposed Infill Service Line is to help facilitate growth and development in an orderly, planned, and sustainable manner.



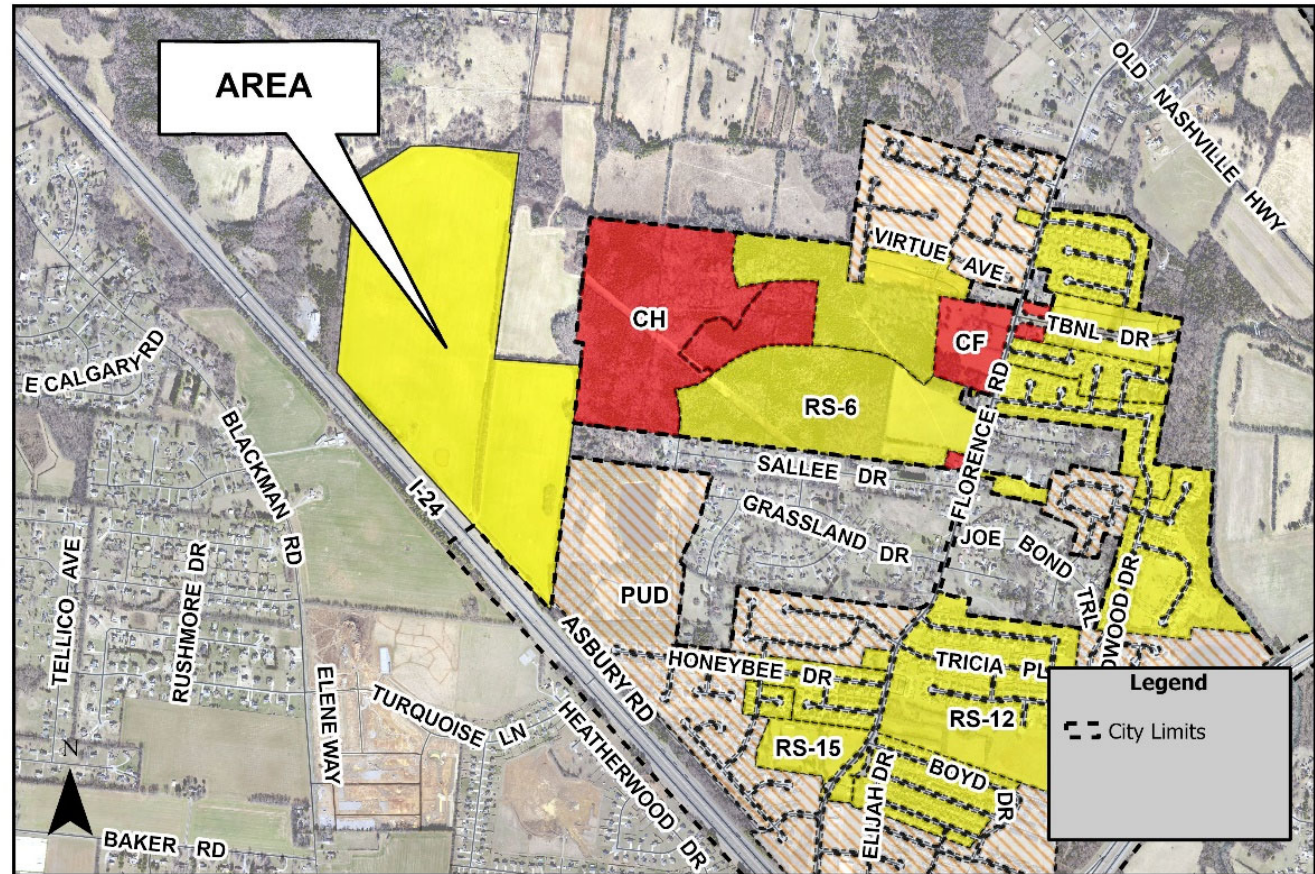
ZONING

No zoning application has been submitted for the 160-acre study area simultaneous with annexation. If annexed, the property would be given an interim zoning classification of RS-15 (Single Family Residential 15).

The parcels requested for annexation are shown in yellow on the adjacent map and are currently zoned Residential Medium-Density (RM) in the unincorporated County.

The zoning on the adjacent properties to the south, west, north and a portion of the east are designated

Residential Medium-Density (RM) in the unincorporated County. Portions of the easterly boundary that are contiguous with City limits are zoned Commercial Highway



Annexation request for property along Asbury Road and I-24

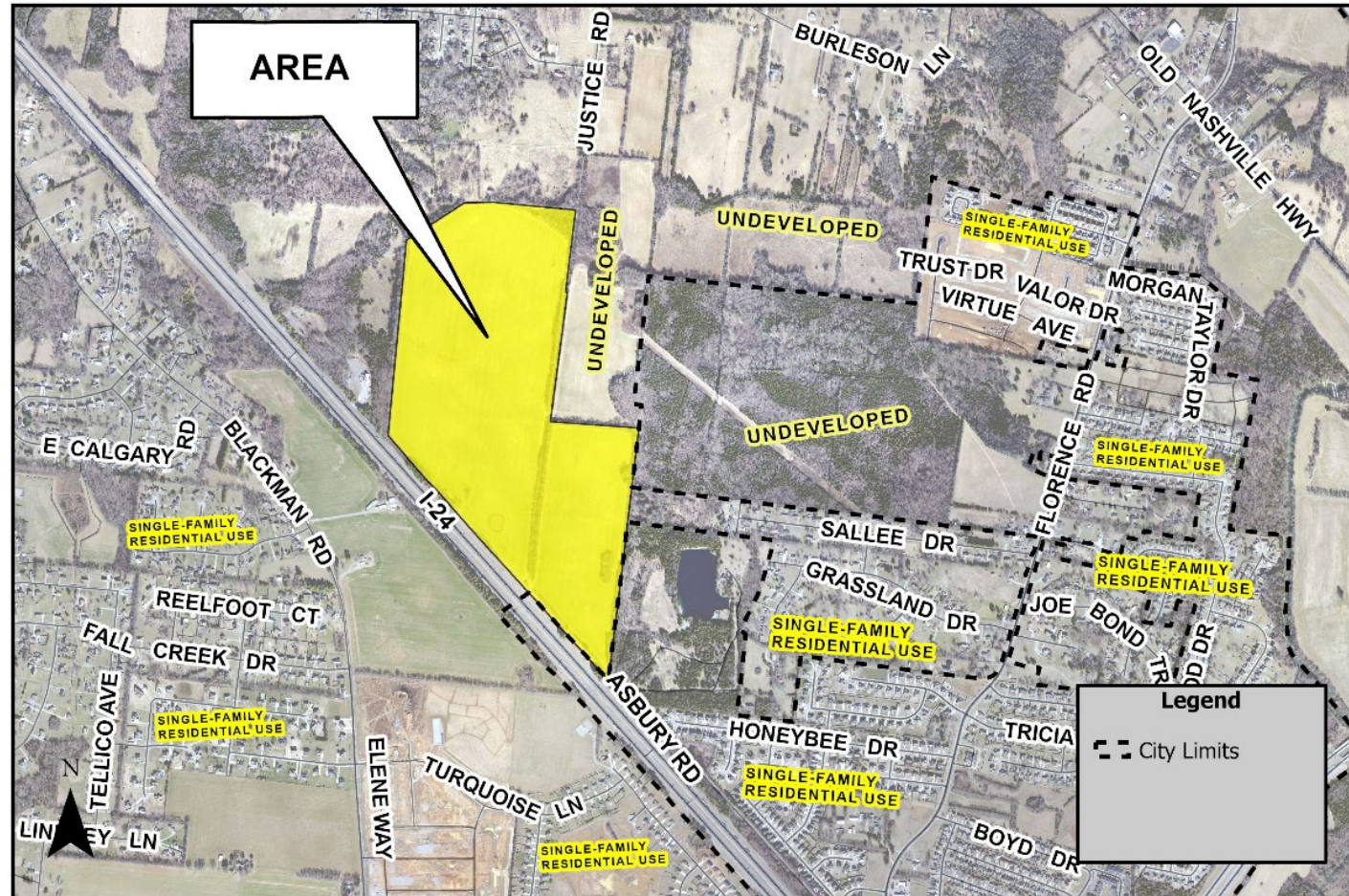
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(CH) and Planned Unit Development (PUD). This undeveloped PUD zoned property is known as the Sazerac property which was approved in 2017 to create Sazerac Distillery of Tennessee on approximately 55 acres of land.

PRESENT AND SURROUNDING LAND USE

The study area shown in yellow is only developed with 1 barn and 5 billboards. The surrounding land uses are primarily undeveloped land. Several single family detached residential subdivisions are located south of the annexation study area.



Annexation request for property along Asbury Road and I-24

0 1,250 2,500 5,000 7,500 US Feet

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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2024 will be due on December 31, 2025. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table 1
Estimated Taxes from Site

Owner of Record	Acres	Land Mkt Value	Improvement Value	Assessment Value	Estimated City Taxes
Dismukes Trust	159.97	\$445,900	\$0.00	\$111,475	\$1,062

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

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services which include patrol, traffic, and criminal investigations. Other services such as community crime prevention programs are also available. Services will be provided upon the effective date of annexation.

The Murfreesboro Police Department can immediately provide police services to the property as it currently exists. The current police zone that borders the property is Zone 4.

SOLID WASTE COLLECTION

The Solid Waste Department only services homes and not barn structures. Should there be residential uses developed on the site, the Solid Waste Department will be able to provide solid waste collection service as well as brush and debris removal, provided that adequate turn-around access would need to be provided to accommodate a 33' long solid waste vehicle at the dead-end of Asbury Road or full City streets extended to the new development.

If developed under the interim RS-15 zoning, the cost to the City for carts for 348 potential homes would be \$24,241.68 (\$69.66/cart).

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any future occupants of the study area. These facilities and programs are funded by the Murfreesboro taxpayers and include approximately 1,300 acres throughout a parks system that includes 8 recreational and cultural facilities, a 15-mile greenway system located mostly along the Stones River, and 23 additional park sites. Murfreesboro Parks and Recreation develops programs and events to provide safe recreational and cultural activities for all demographics. Residents of the City of Murfreesboro may qualify for financial assistance for free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located outside of the Northfield Elementary school zone, and it would become part of this school's zoned area upon annexation. The present state of the land contains no homes and therefore would have no impact on the City Schools. Additionally, there would be no need to provide services to this area.

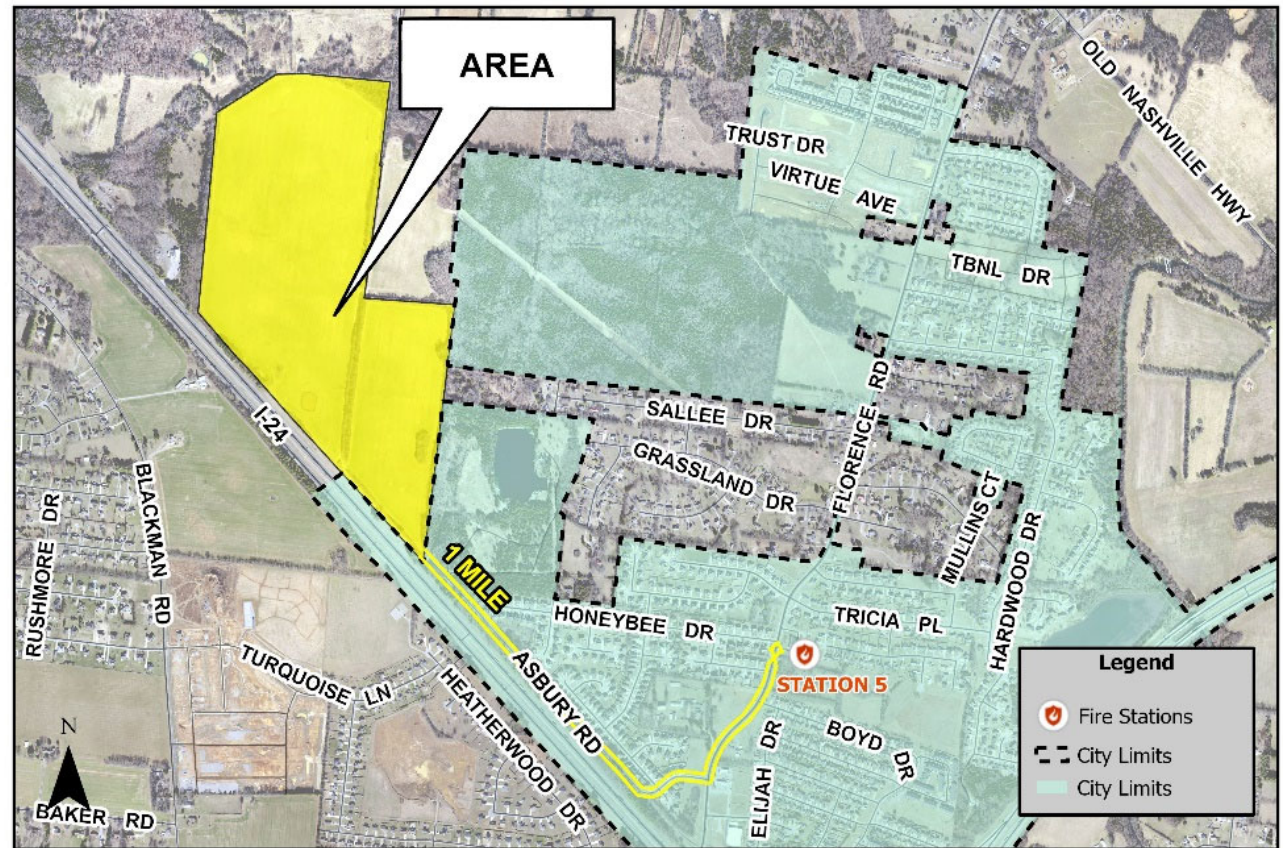
Should the property be developed with approximately 348 single-family homes under the interim RS-15 zoning, it would add approximately 81 new students to the MCS school population.

As of the 2023-2024 school year, enrollment at Northfield is 614 students with an ideal maximum student capacity for 720 students.

FIRE AND EMERGENCY SERVICE

The study area is predominantly vacant, agricultural land but does contain 1 barn and 5 billboards. Murfreesboro Fire and Rescue Department (MFRD) can provide its standard complement of emergency services as well as fire protection and medical response to the property immediately upon the effective date of annexation.

Emergency services and fire protection can also be provided to any future subdivision development so long as appropriate infrastructure is extended to the site when it develops. Currently the study area is located 1 mile from Fire Station #5 (3006 Florence Rd). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



Annexation request for property along Asbury Road and I-24

0 1,000 2,000 4,000 6,000 US Feet

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BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

GEOGRAPHIC INFORMATION SYSTEMS

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

ELECTRIC SERVICE

Middle Tennessee Electric Membership Corporation (MTE) states that there is no electric infrastructure near the proposed parcel. Therefore, it cannot be served at the present time. Significant electrical infrastructure improvements will need to be made in order to serve any future development on the subject property. The applicant will need to contact MTE to discuss.

STREET LIGHTING

The subject property only has street frontage along Asbury Road, which does not have any streetlights. Streetlights will be installed throughout any future development if public streets are constructed.

STREETS AND ACCESS

The annexation study area does not include any public roadway systems. Access to public roadway systems is available through existing Asbury Road.

The property is impacted by the 2040 Major Transportation Plan that indicates a 5-lane roadway through the study area. Any future development plans should consider this project and participate by dedication of ROW and easements and cost of construction. Any future public roadway facilities to serve the study area must be constructed to City standards.

No additional public roadways are included in the study area and therefore no costs would be experienced by the City street maintenance in its existing state. Asbury Road as a substandard street is not suitable for significant traffic without reconstruction.

REGIONAL TRAFFIC & TRANSPORTION

The study area is served by Asbury Road as the local roadway facility. Asbury Road connects to Florence Road to the east. Florence Road connects to Manson Pike to the southwest and connects to Old Nashville Highway to the northeast. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Florence Road to be operating at a Level of Service C in the study area using average daily traffic (ADT) counts.

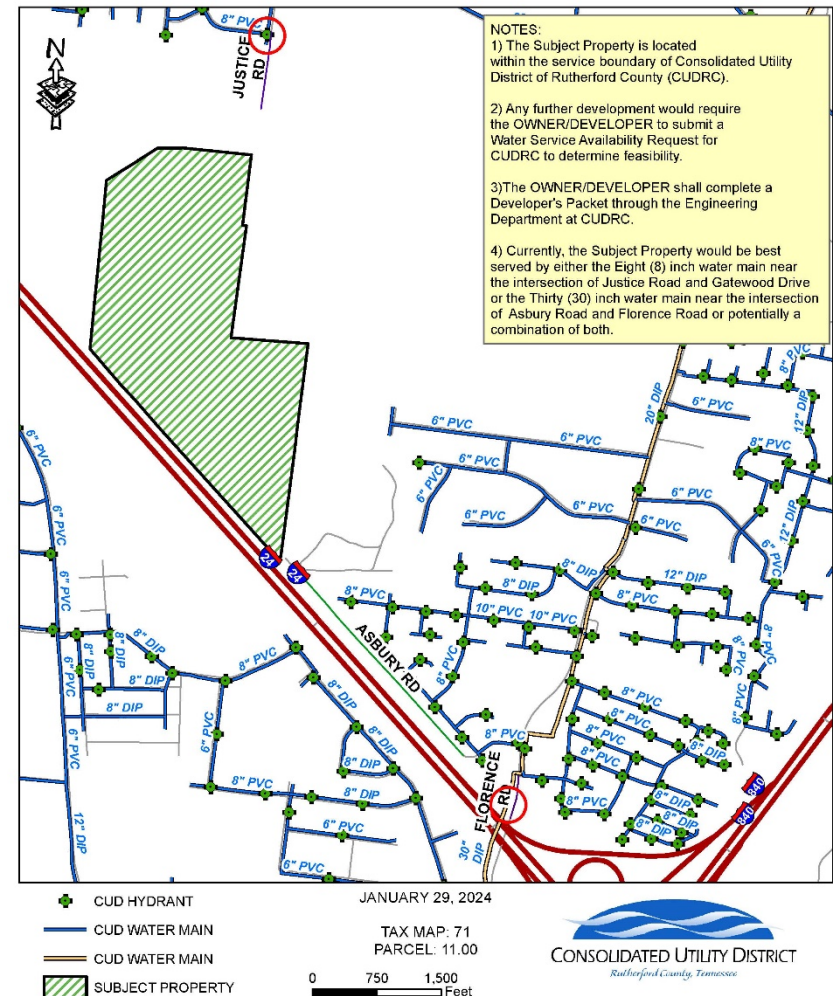
Florence Road/Brinkley Road at Manson Pike is the first major intersection to the south. Florence Road is operating at a Level of Service C, Brinkley Road is operating at a Level of Service B, and Manson Pike is operating at a Level of Service C. Florence Road at Old Nashville Highway is the first major intersection to the north and is operating at a level of service C on Florence Road and level of service C on Old Nashville Highway.

The 2040 Level of Service Model indicates that Florence Road will fall to an undesirable level of service of F without the proposed improvements recommended in the 2040 Plan; Brinkley Road will be at LOS of C, Manson Pike will be at LOS of E, and Old Nashville Highway will be at LOS of F. With the improvements recommended in the 2040 Plan, the 2040 Level of Service Model indicates that Florence Road will operate at a level of service D; Brinkley Road will be at LOS of C, Manson Pike will be at LOS of B, and Old Nashville Highway will be at LOS of C.

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. CUDRC's current infrastructure is sufficient to serve any existing structures; however, it does not provide any water services to the existing barn at this time.

Asbury Road Pan of Service Map 71 Parcel 11.00



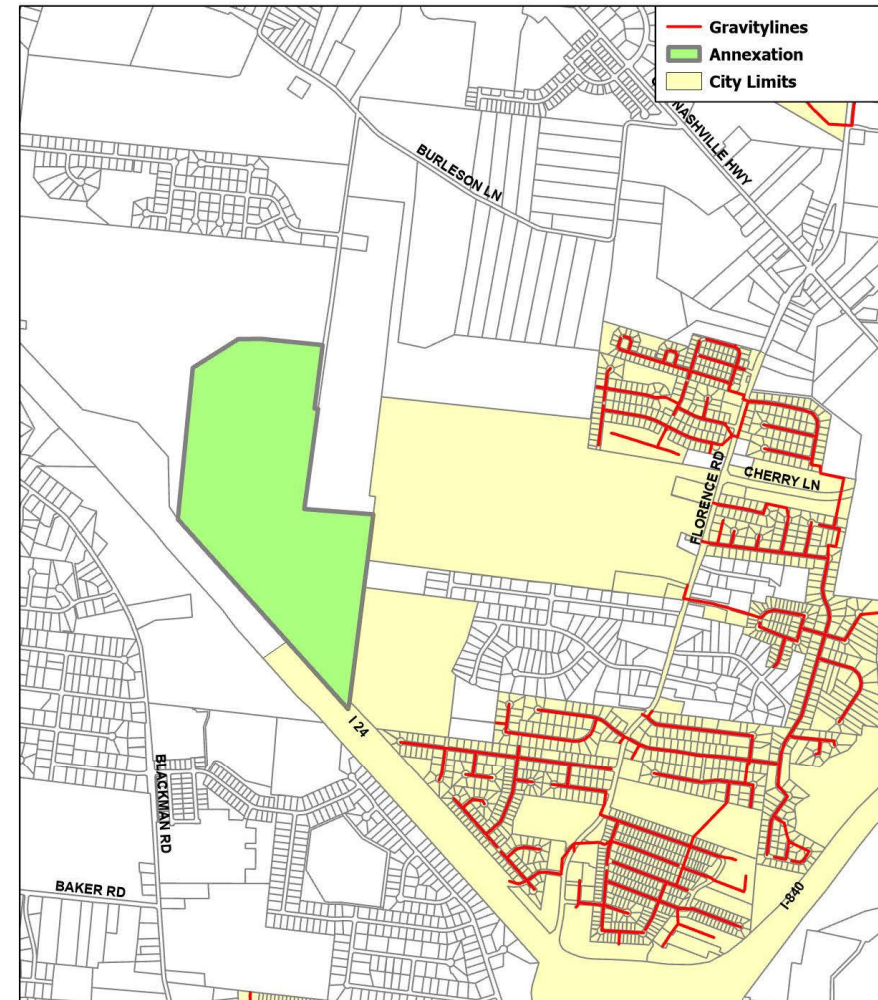
CUDRC has an existing eight (8) inch water main near the intersection of Justice Road and Gatewood Drive, and a thirty (30) inch water main near the intersection of Asbury Road and Florence Road to potentially serve the study area as illustrated in the attached exhibit.

Any further development would be subject to the property owner(s) submitting a Water Service Availability Request to CUDRC for feasibility study for CUD to determine how best to serve the site. Any water service provided to future structures would be dependent on the results of the Water Service Availability Request feasibility study in accordance with CUDRC's development policies and procedures.

SANITARY SEWER SERVICE

Currently sewer is not available to the property. The Murfreesboro Water Resources Department has a concept sewer master plan for the area; however, the improvements are not listed on the 5-year Capital Improvement Plan and Budget. These improvements are not planned until such time as Cherry Lane is extended from Florence Road west to I-24. The improvements include proposed gravity sewer draining to a sewer pump station and pumped by force main back to Florence Road.

The closest existing gravity sewer mains that could handle the anticipated flow from development in the study area are ~4200 feet to the east along Florence Road and ~3150 feet to the southeast along Asbury Road. The Asbury Road route would also require TDOT approval for proposed infrastructure to be located within their right-of-way.



MURFREESBORO WATER RESOURCES DEPARTMENT

Dismuke Property Annexation



This property is within the Overall Creek Sanitary Sewer Assessment District and will be charged \$1,000 per single family unit (sfu) in addition to the standard connection fee of \$2,550 per sfu. One sfu is equal to 260 gallons per day.

All main line extensions are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of MWRD.

DRAINAGE

Public Drainage System

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

Regional Drainage Conditions

The southeastern portion of property may be subject to sinkhole flooding which could impact the function of potential stormwater controls.

A review of the regional drainage patterns indicates the study area and adjacent properties are controlled by karst-like drainage conditions. A review of the 2010 aerial photography following the significant rainfall events of May 1 and 2 confirms the presence of standing water 2 days after the rainfall stopped.

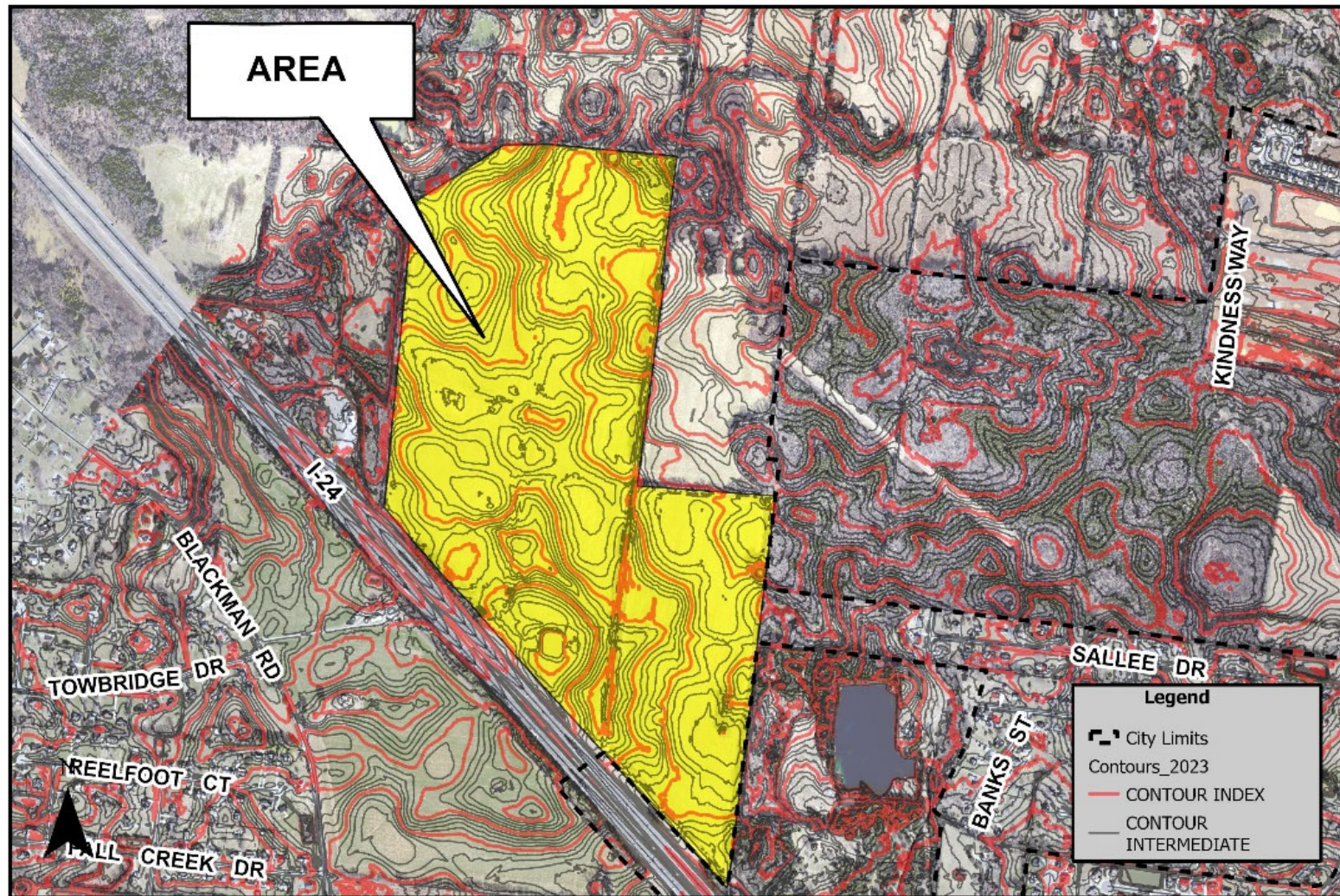
Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently is vacant will not generate revenue for the Stormwater Utility Fee.

If the subject property is developed with 348 dwelling units under the interim RS-15 zoning, it is anticipated that the site will generate approximately \$13,500 annually in revenue for the Stormwater Utility Fund upon full build-out.

Historical aerial photography does indicate significant areas of ponded water following rain events. Future development plans should address the existing drainage conditions. New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements. Impacts on adjacent properties should also be considered in future development plans to ensure no net impact.

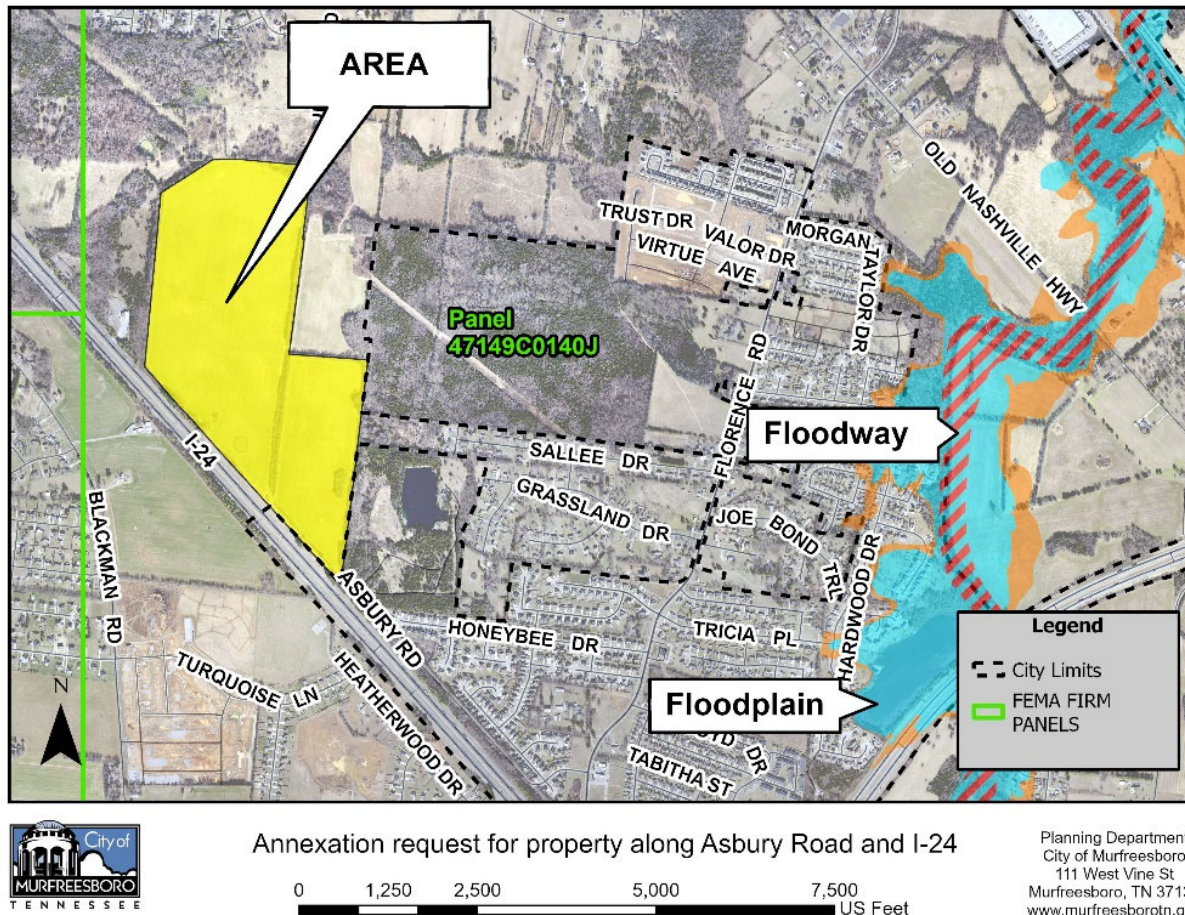
The map below shows the existing terrain with contour lines. Each line represents a 1' change in elevation. Due to the large area contained in the map, the actual elevation numbers will not show up.



Annexation request for property along Asbury Road and I-24

0 500 1,000 2,000 3,000
US Feet

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FLOODWAY

No portion of the property is within the floodplain. The study area ultimately drains to Overall Creek approximately 1.5 miles east.

ANNEXATION FOLLOW-UP

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

RESOLUTION 24-R-A-07 to annex approximately 160 acres located at the western terminus of Asbury Road (Tax Map 071, Parcel 11.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust, applicant [2024-501].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 24-R-PS-07** on May 2, 2024; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on March 6, 2024 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

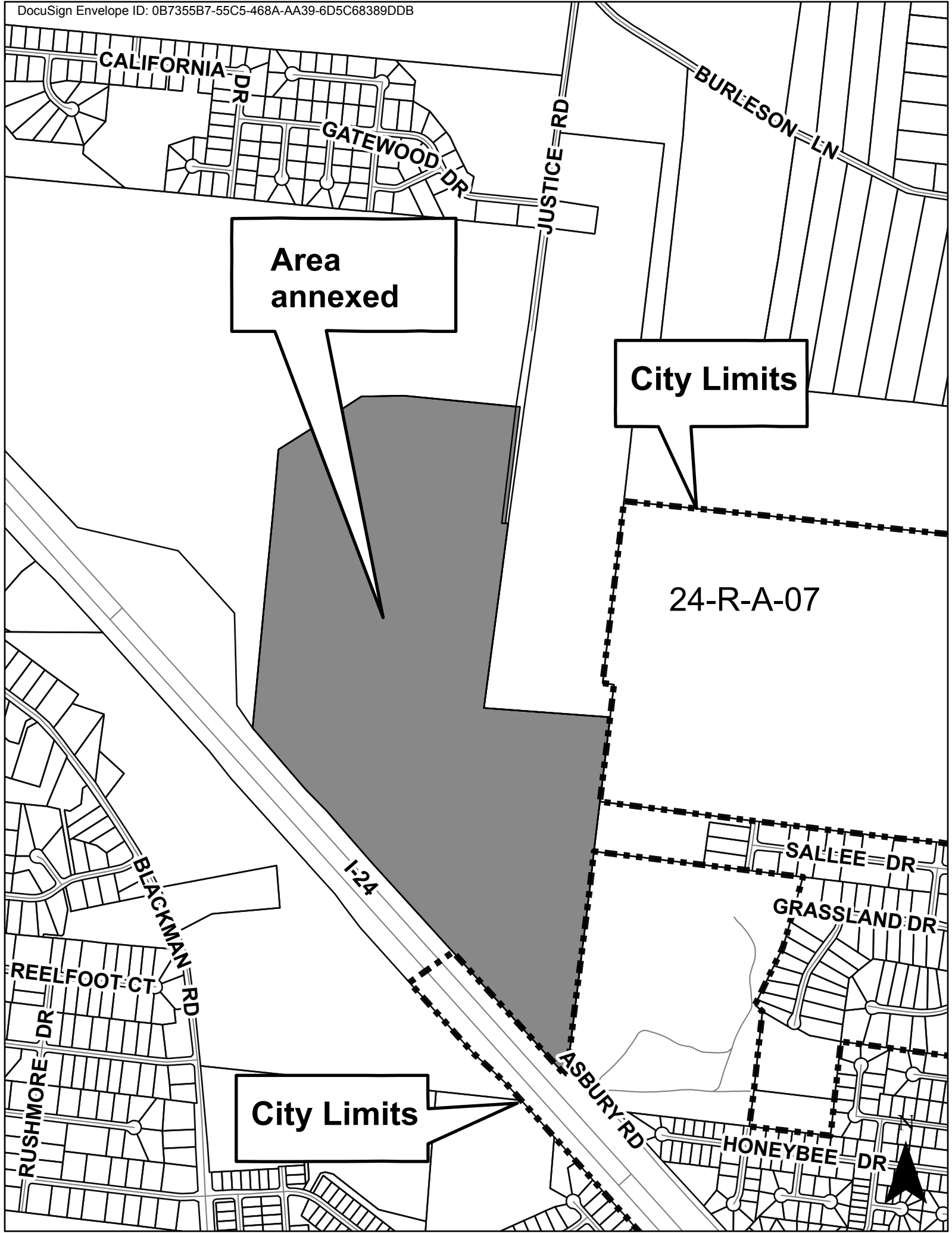
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E54F9404...

Adam F. Tucker
City Attorney

SEAL



**Area
annexed**

City Limits

24-R-A-07

City Limits



COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Plan of Services, Annexation, and Zoning for property along South Church Street
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation and zoning of approximately 0.47 acres located along the west side of South Church Street south of Highfield Drive.

Staff Recommendation

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

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

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

Background Information

Wesley and Tonya Allen initiated a petition of annexation [2024-502] for approximately 0.47 acres located along the west side of South Church Street. The City developed its plan of services for this area. Additionally, Greg Patel presented to the City a zoning application [2024-401] for the same 0.47 acres to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on March 6, 2024, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

The proposed zoning will enable the development of a multi-tenant commercial building, providing neighborhood services to this growing area, while also creating jobs for the community and generating tax revenue for the City.

Attachments:

1. Resolution 24-R-PS-08

2. Resolution 24-R-A-08
3. Ordinance 24-OZ-08
4. Maps of the area
5. Planning Commission staff comments from the 03/06/2024 meeting
6. Planning Commission minutes from 03/06/2024 meeting
7. Plan of Services
8. 3416 South Church Street PCD pattern book
9. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

MARCH 6, 2024

PROJECT PLANNERS: MARGARET ANN GREEN AND MATTHEW BLOMELEY

5.c. Annexation petition and plan of services [2024-502] for approximately 0.47 acres located at 3416 South Church Street, Wesley H. Allen and Tonya C. Allen applicants.

The study area consists of one parcel located at 3416 South Church Street, just south of Highfield Drive. A written petition requesting annexation has been filed with the City by the property owners. The subject property is 0.47 acres in area. No right-of-way is included in the study area, as South Church Street is already within the Murfreesboro City limits.

Greg Patel has a contractual interest in the property and has submitted a companion zoning application requesting the property to be zoned PCD (Planned Commercial District) simultaneous with annexation. The area being considered for annexation is currently developed with a single-family house and home-based massage business- *Restoration Body Therapy* and is zoned RM (Medium Density Residential District) in the unincorporated County. The zoning application is to zone the property to PCD simultaneous with annexation to allow redevelopment of the property with a 3,600 square-foot, multi-tenant commercial center. A neighborhood meeting regarding the annexation and zoning of this property was held on January 22, 2024, at the Barfield-Crescent Park Wilderness Center.

The subject property consists of one parcel and no right-of-way:

Owners: Wesley H. Allen and Tonya C. Allen

Tax Map 1250, Group A Parcel, 002.00:

Approximately 0.47 acres.

The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City limits on its north and east sides. It is also located within the City's Service Infill Area, as indicated on the adopted Murfreesboro 2035 Comprehensive Plan future land use map.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject property.

Staff recommendation:

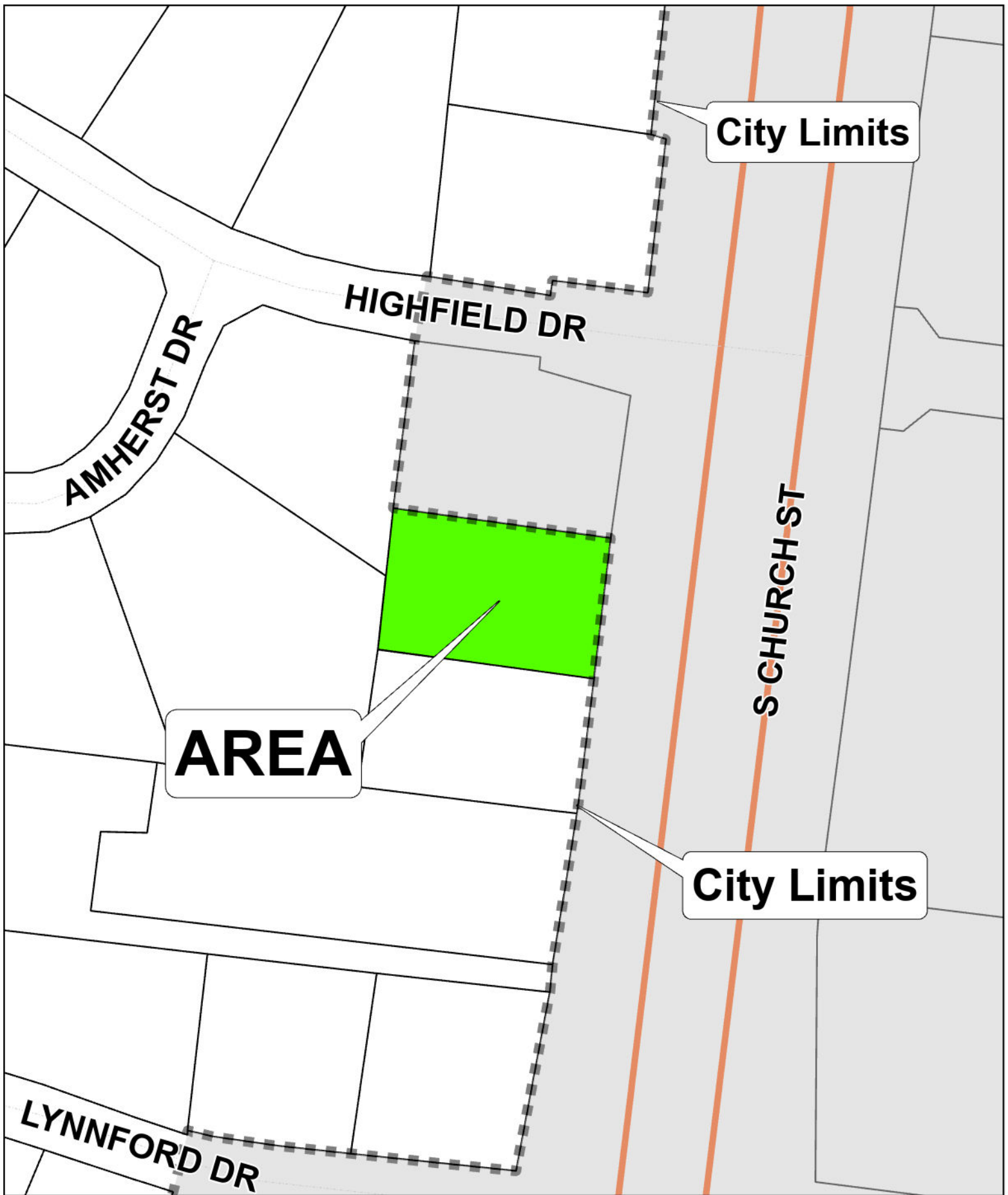
Staff is supportive of this annexation request for the following reasons:

- 1) The subject property is contiguous with the existing City limits.

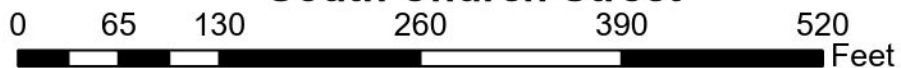
- 2) It is located within the Urban Growth Boundary and within the Service Infill Area.
- 3) Services can be extended to the subject property upon annexation.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.



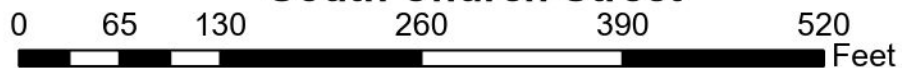
**Annexation Request for Property located along
South Church Street**



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



**Annexation Request for Property located along
South Church Street**



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PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Wesley H. Allen

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

Signature: Wesley H. Allen Status: owner Date: 01/17/24

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

2. Tonya C. Allen

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

Signature: Tonya C. Allen Status: owner - co Date: 01/17/24

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

3.

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

Signature: _____ Status: _____ Date: _____

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

4.

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ **Yes**

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

1.17.2023

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

Re: Annexation and Rezoning Request

Described as Tax Map 1250, Group A, Parcel 00200 consisting of .47 +/- ac. to be rezoned from RM to PCD.

Dear Mr. Greg,

On behalf of our client, Greg Patel, we hereby request the annexation and rezoning of the property identified by tax map 1250, Group A, and parcel 00200, consisting of approximately .47+/- acres from RM to PRD. The purpose for this rezoning is to construct a 3600 SF commercial center.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director of Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Joel Aguilera, Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

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

4. Approve minutes of the February 21, 2024 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the February 21, 2024 Planning Commission meeting minutes; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

Bryan Prince

Chase Salas

Nay: None

Annexation petition and plan of services [2024-502] for approximately 0.47 acres located at 3416 South Church Street, Wesley H. Allen and Tonya C. Allen applicants.

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

Mr. Chris Maguire (civil engineer) and Mr. Clyde Rountree (landscape architect) were in attendance to represent the application.

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

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

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Nay: None

RESOLUTION 24-R-PS-08 to adopt a Plan of Services for approximately 0.47 acres located at 3416 South Church Street, Wesley H. Allen and Tonya C. Allen, applicants [2024-502].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on March 6, 2024, for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on May 2, 2024, as set by the City Manager, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on April 16, 2024; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 24-R-A-08**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401
Adam F. Tucker
City Attorney

SEAL

24-R-PS-08

City Limits

AMHERST DR

HIGHFIELD DR

S CHURCH ST

Area to be Annexed

City Limits

LYNNFORD DR



Resolution 24-R-PS-08

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
3416 SOUTH CHURCH STREET
INCLUDING PLAN OF SERVICES**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
MARCH 6, 2024**



**Annexation Request for Property located along
South Church Street**

0 65 130 260 390 520
Feet

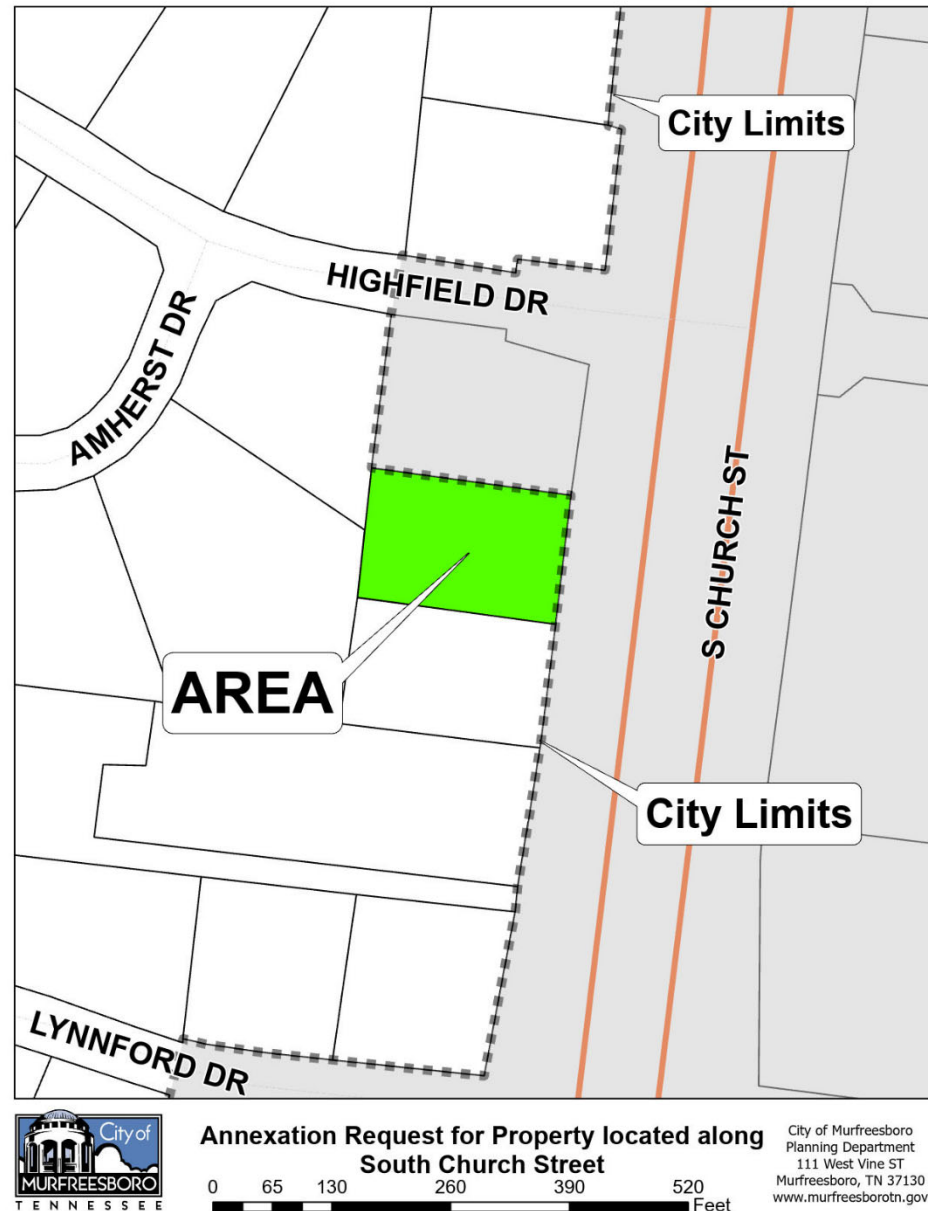
City of Murfreesboro
Planning Department
111 West Vine ST
Murfreesboro, TN 37130
www.murfreesborotn.gov

INTRODUCTION

OVERVIEW

The study area consists of one parcel located at 3416 South Church Street, just south of Highfield Drive. A written petition requesting annexation has been filed with the City by the property owners. The subject property is 0.47 acres in area. Greg Patel has a contractual interest in the property and has submitted a zoning application requesting the property be zoned PCD (Planned Commercial District) simultaneous with annexation. The area being considered for annexation is currently developed with a single-family house and home-based business - Restoration Body Therapy. The rezoning application is to rezone the property to PCD to allow redevelopment of the property with a 3,600 square-foot, multi-tenant commercial center.

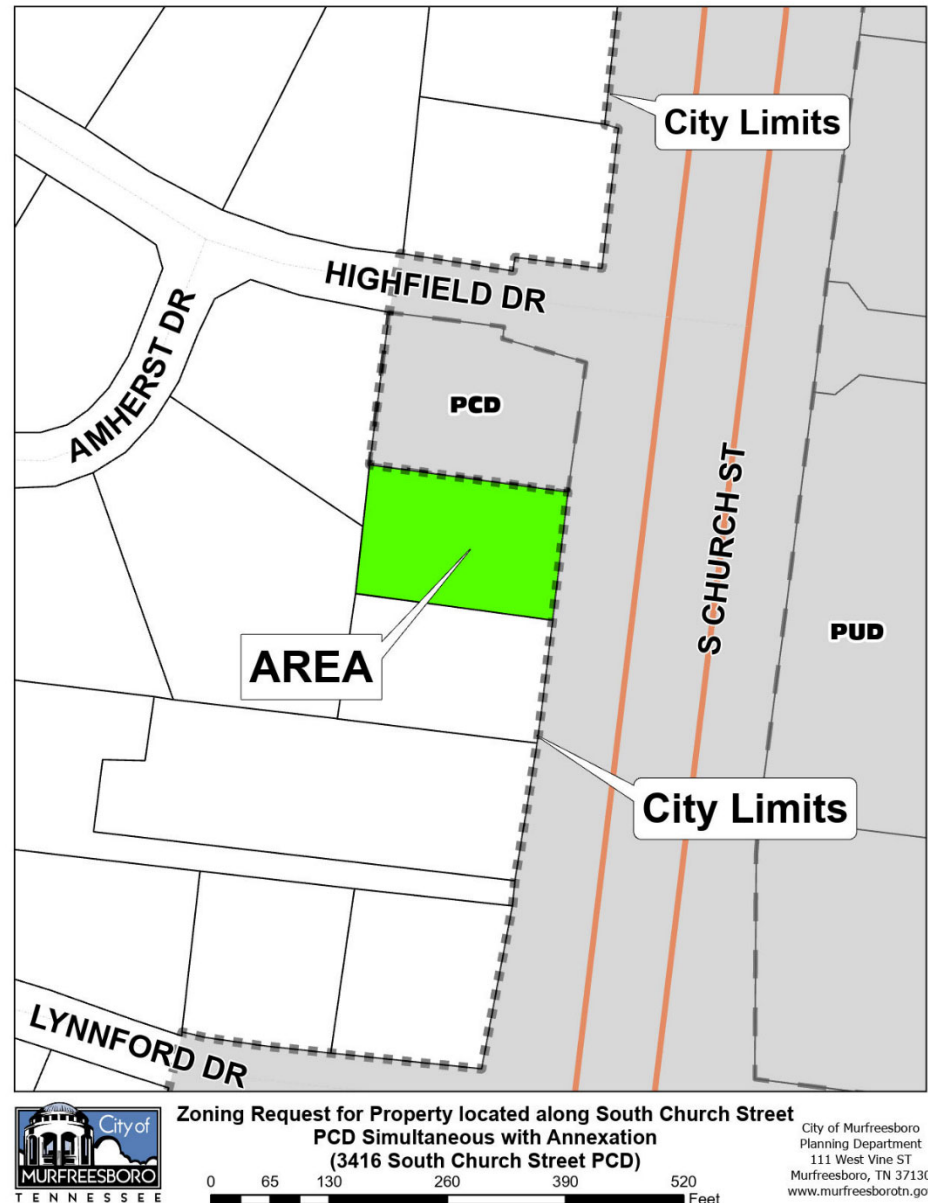
The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City limits.



CITY ZONING

The study area consists of one parcel located at 3416 South Church Street, just south of Highfield Drive. Greg Patel has a contractual interest in this property and has also submitted an application to zone it PCD (Planned Commercial District) simultaneous with annexation. The subject property is developed with a single-family house and home-based business - *Restoration Body Therapy*. The zoning request is to zone the property to PCD to allow redevelopment of the property with a 3,600 square-foot, multi-tenant commercial center.

The properties to the west and south are in the unincorporated area of Rutherford County and are zoned RM (Medium Density Residential). The requested PCD zoning aligns with the parcel directly to the north, which is located within the City of Murfreesboro and also zoned PCD. The property directly across South Church Street to the east is zoned PUD (Planned Unit District) and is currently developing with a shopping center.

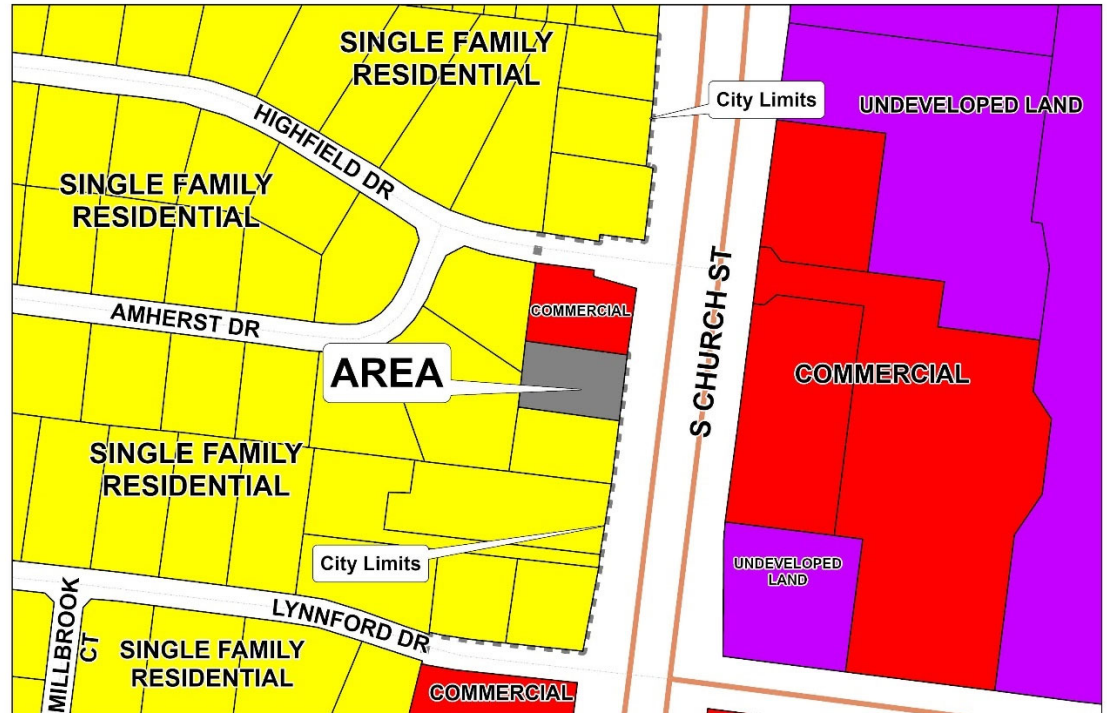


SURROUNDING LAND USE

The area being considered for annexation is a 0.47-acre parcel. The property is developed with a single-family house and home-based business - Restoration Body Therapy.

The area surrounding the parcel is characterized by large lots with single-family residential uses. Across South Church Street are properties developed for commercial use, including the developing Marketplace at Savannah Ridge shopping center. The property directly to the north is developing with a two-tenant commercial building.

Access to the study area is directly onto South Church Street and also to the north to Highfield Drive via the adjacent commercial development.



Annexation request for property located along South Church Street
Surrounding Land Use

0 145 290 580 870 1,160 US Feet

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

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2024 will be due on December 31, 2025. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Wesley and Tonya Allen	0.47	\$55,000	\$213,900	\$67,225	\$640.39

These figures are for the property in its current state and assessed at the residential rate of 25 percent. After this property is rezoned and when it is developed, an improvement value will be added, which will result in an increase to the City and County taxes.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #7.

SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service for the existing house immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In its current state, no additional equipment or manpower other than a solid waste cart (\$69.66) will be needed to serve the study area. Upon development as a commercial center, however, the owner/developer will be required to arrange solid waste collection via a private hauler.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing facilities and capacity along South Church Street to serve any future development on the property.

STREET LIGHTING

Streetlights are currently located in this area along the east side of South Church Street. There are currently no plans to installed streetlights on the west side of South Church Street. MTE will study the installation of streetlights in the future if requested by the City. The cost to install will be borne by the City and approval to install them in the State ROW must be given by TDOT.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Salem Elementary school zone. With one existing single-family home on the property, impact to Salem Elementary and to MCS will be minimal. In addition, if the site redevelops consistent with the PCD zoning plan, the annexation of this property will have no impact on MCS.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

SANITARY SEWER SERVICE

The property requesting annexation will be served by a proposed 2" sanitary sewer forcemain, along South Church Street, being installed by the developer of the property to the north. The sewer forcemain has been installed; however, it has not been tested and accepted by the Murfreesboro Water Resources Department. The development of the property will require the installation of a STEP tank by the developer in order to connect to sanitary sewer. Should the property remain in its current state, it could continue to use the existing septic system or connect to the sewer forcemain with the installation of a STEP tank as well.

This property is not within the original limits of the South Church Street Sanitary Sewer Assessment District (AD); however, the Ordinance is written that, should anyone connect to the sewer installed within the AD, they would pay the same assessment fee. This AD fee is \$10,600 per acre in addition to the standard and customary sewer connection fee of \$2,550 per single-family unit (sfu) or retail space.

With regard to the Sewer Allocation Ordinance (SAO), it was determined that with the size of the property (0.47 acres) and the planned zoning of Planned Commercial District (PCD), the allotted number of sfu's will be 1.2 sfu's. On January 11, 2024, the City Council approved a variance of 1.1 sfu's for a total allowance for this property of 2.3 sfu's.

All main line extensions are the developer's financial responsibility and must be extended in accordance with MWRD's Development Policies and Procedures.

STREETS AND ACCESS

The annexation study area does not include any existing public right-of-way (ROW) or roadways. It has access to existing South Church Street. Any new connections to South Church Street must be approved by TDOT and the City Engineer. Any new public roadways to serve the study area must be constructed to City Standards.

The study area has access to South Church Street. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows South Church Street to be operating at a Level of Service C in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that South Church Street operates at a Level of Service of D without the proposed improvements recommended in the 2040 Plan.

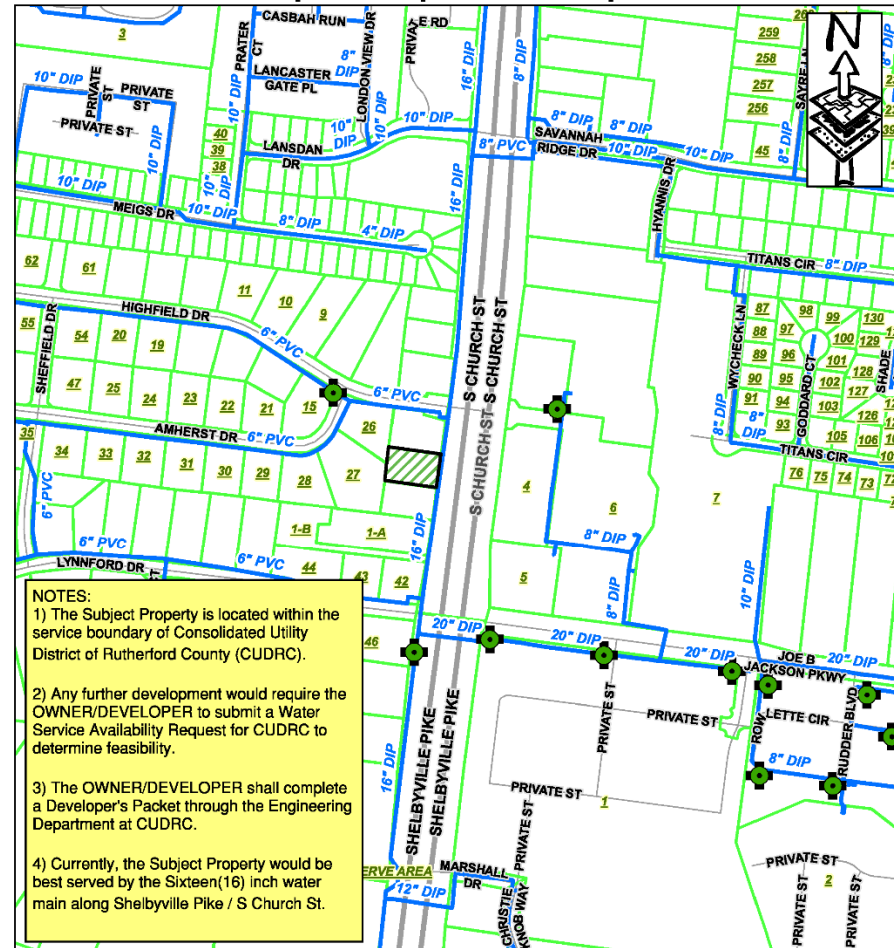
WATER SERVICE

The study area is served by a 16-inch Consolidated Utility District (CUD) water line along South Church Street. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development.

A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

A charge of \$7.50 per month for garbage pickup as well as \$3.25 per month for the stormwater fee will be added to the monthly Consolidated Utility District water bill.

3416 South Church Street Annexation Request Map 1250 Group A Parcel 00200



SUBJECT PROPERTY
CUD HYDRANT
CUD WATER MAIN

February 12, 2024

TAX MAP: 1250
GROUP: A
PARCEL: 00200

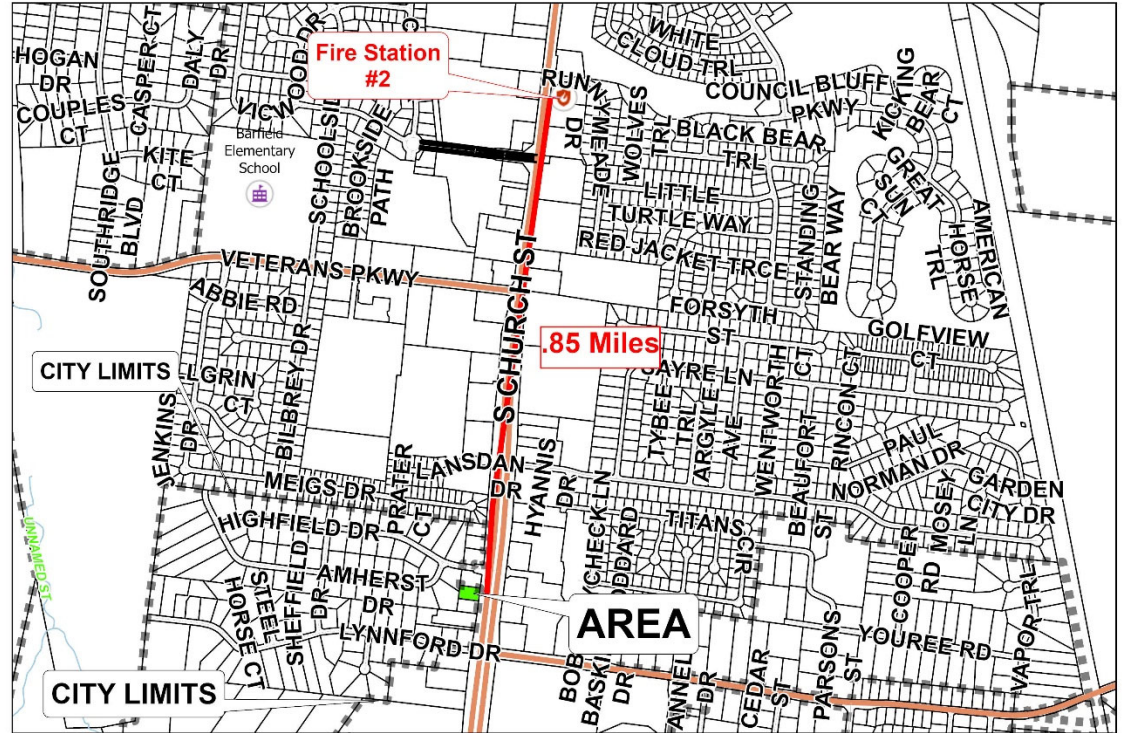


0 250 500 750 1,000
Feet

FIRE AND EMERGENCY SERVICE

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

Currently the study area is located approximately 0.9 miles from Fire Station #2 (2880 Runnymede Drive). The red line on the adjacent map represents the linear distance range from the nearest fire station.



Annexation request for property located along South Church Street

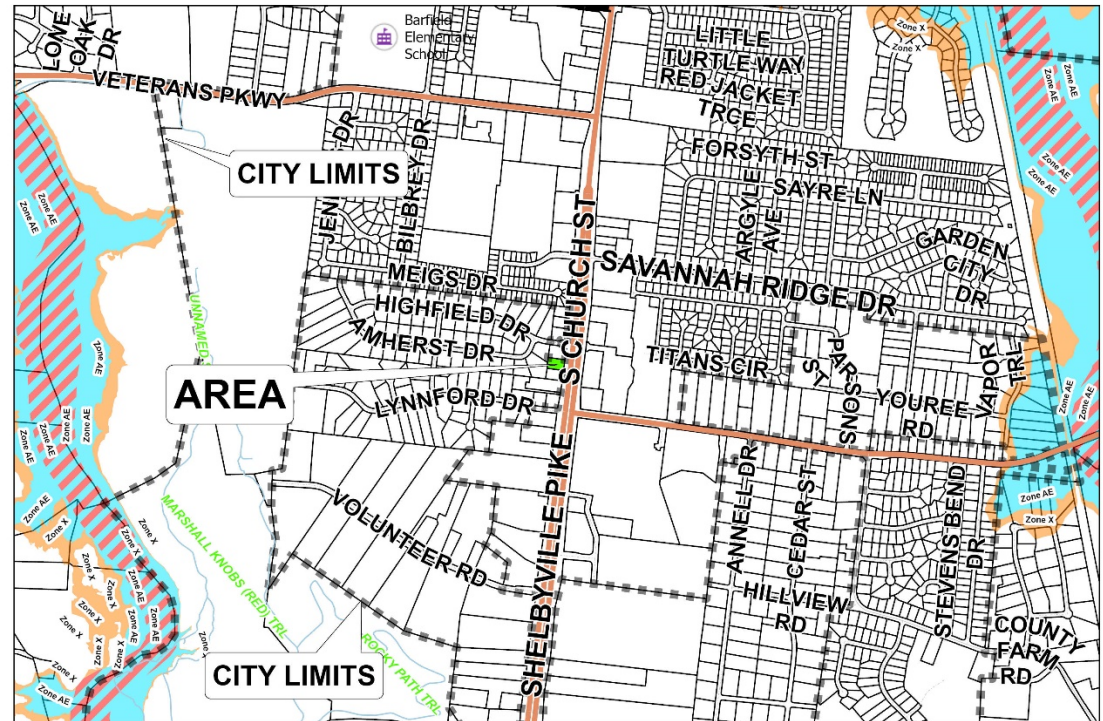
0 500 1,000 2,000 3,000 4,000 US Feet

City of Murfreesboro
Planning Department
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www.murfreesborotn.gov

Floodway

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in pink hatching and the 100-year floodplain boundary in blue.



Annexation request for property located along South Church Street

0 500 1,000 2,000 3,000 4,000
US Feet

City of Murfreesboro
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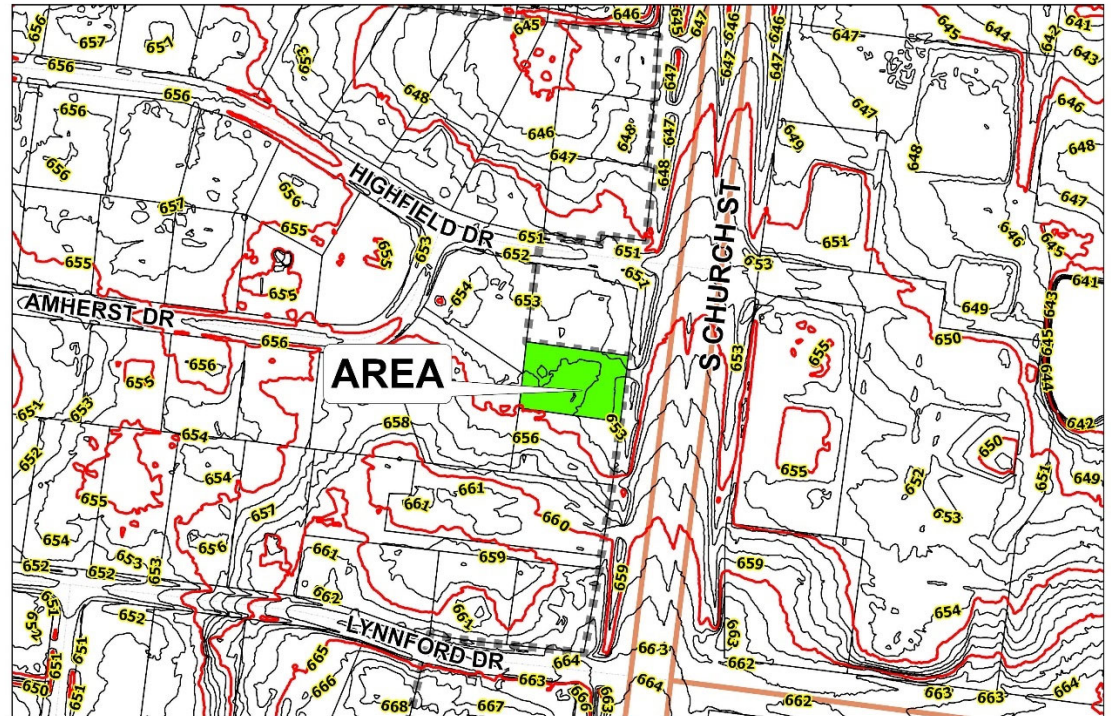
Public Drainage System

Public drainage facilities available to the study area are located within the ROW of South Church Street. No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage System

A review of the regional drainage patterns indicates that most of the study area drains to the ROW of South Church Street then north to Middle Fork of the Stones River. Overtopping of stormwater on South Church Street less than half a mile downstream from study area has been an issue in past.

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



Annexation request for property located along South Church Street

0 145 290 580 870 1,160
US Feet

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

STORMWATER MANAGEMENT

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The property currently has 1 single family residence and will generate approximately \$39 per year in revenue for the Stormwater Utility Fee.

The applicant is requesting Planned Commercial District (PCD) zoning with annexation. Based on the proposed development scenario, it is anticipated that the site will generate approximately \$115 annually in revenue for the Stormwater Utility Fund upon full build out.

GEOGRAPHIC INFORMATION SYSTEMS

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

BUILDING AND CODES

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

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

RESOLUTION 24-R-A-08 to annex approximately 0.47 acres located at 3416 South Church Street (Tax Map 125O, Group A, Parcel 002.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Wesley H. Allen and Tonya C. Allen, applicants [2024-502].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 24-R-PS-08** on May 2, 2024; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on March 6, 2024 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 24-OZ-08**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

SEAL

24-R-A-08

City Limits

AMHERST DR

HIGHFIELD DR

S CHURCH ST

Area Annexed

City Limits

LYNNFORD DR



MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

MARCH 6, 2024

PROJECT PLANNERS: MARGARET ANN GREEN AND MATTHEW BLOMELEY

- 5.d. **Zoning application [2024-401] for approximately 0.47 acres located at 3416 South Church Street to be zoned to PCD (3416 South Church Street PCD) simultaneous with annexation, Greg Patel applicant.**

The subject property is a 0.47-acre property located along the west side of South Church Street, just south of the South Church Corner PCD (file 2022-428). The study area consists of one parcel located at 3416 South Church Street, just south of Highfield Drive. Greg Patel has a contract to purchase this property and is requesting that it be zoned to PCD (Planned Commercial District) simultaneous with annexation. The subject property is developed with a single-family house and home-based massage business- *Restoration Body Therapy*. The zoning application is to zone the property to PCD simultaneous with annexation to allow redevelopment of the property with a 3,600 square-foot, multi-tenant commercial center. A neighborhood meeting regarding the annexation and zoning of this property was held on January 22, 2024, at the Barfield-Crescent Park Wilderness Center.

Adjacent Land Use and Zoning

The property to the north is zoned PCD in the City and is currently under development with a 2-tenant commercial building. The properties to the south and east are located in the unincorporated County, are developed with single-family dwellings, and are zoned RM (Medium Density Residential, Rutherford County). The property directly across South Church Street to the east is zoned PUD (Planned Unit District) and is being developed with the Marketplace at Savannah Ridge shopping center.

3416 South Church Street PCD:

Uses: The PCD will allow a limited number of commercial uses that are similar to those allowed in the CF district. The program book also explicitly prohibits several uses for this property, including pain clinic, drug and alcohol rehabilitation center, and cigarette/vape sales.

Site Design: The building will be approximately 3,600-square-feet and faces South Church Street. The number of parking spaces meets the minimum requirements in the Zoning Ordinance for a commercial center. It is proposed to be located in both the front and rear of the building, as well as two parallel spaces on the south side. Proposed landscaping will screen the parking from the right-of-way. In addition, a Type D landscape buffer and 6-foot-tall privacy fence is proposed along the west property line. This buffering plan mimics the buffering plan for the development to the north. In lieu of a formal open space, the subject property will have

dedicated seating area with enhanced landscaping, which will be constructed on the north side of the retail center. The requested setbacks are front = 42 feet; rear = 20 feet; and side = 8 feet.

Building Design: The building is 1-story with a height not to exceed 27 feet. The proposed primary exterior material is brick with stone veneer for the base and black metal canopies above the doorway entrances. The building color scheme is earthtone. As noted in the program book, the building design will be required to comply with the Murfreesboro Design Guidelines and will be reviewed and approved during the site plan review process.

Exceptions Requested: The applicant is requesting three exceptions from the Zoning Ordinance standards for the proposed PCD.

The planned development may provide for such exceptions from the zoning regulations governing use, density, area, bulk, parking, and such Subdivision Regulations 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 ordinance approving a planned development contains a clear statement of exceptions to them, the standards and criteria and regulations of the most similar bulk zoning district will apply.

The PRD book identifies 3 exceptions for this development:

1. Requesting an exception to the required 15-ft wide Type 'D' Buffer along the southern property line.
2. Requesting an exception to the 5-ft setback required for the dumpster along the northern property line.
3. Requesting an exception from providing the required formal open space.

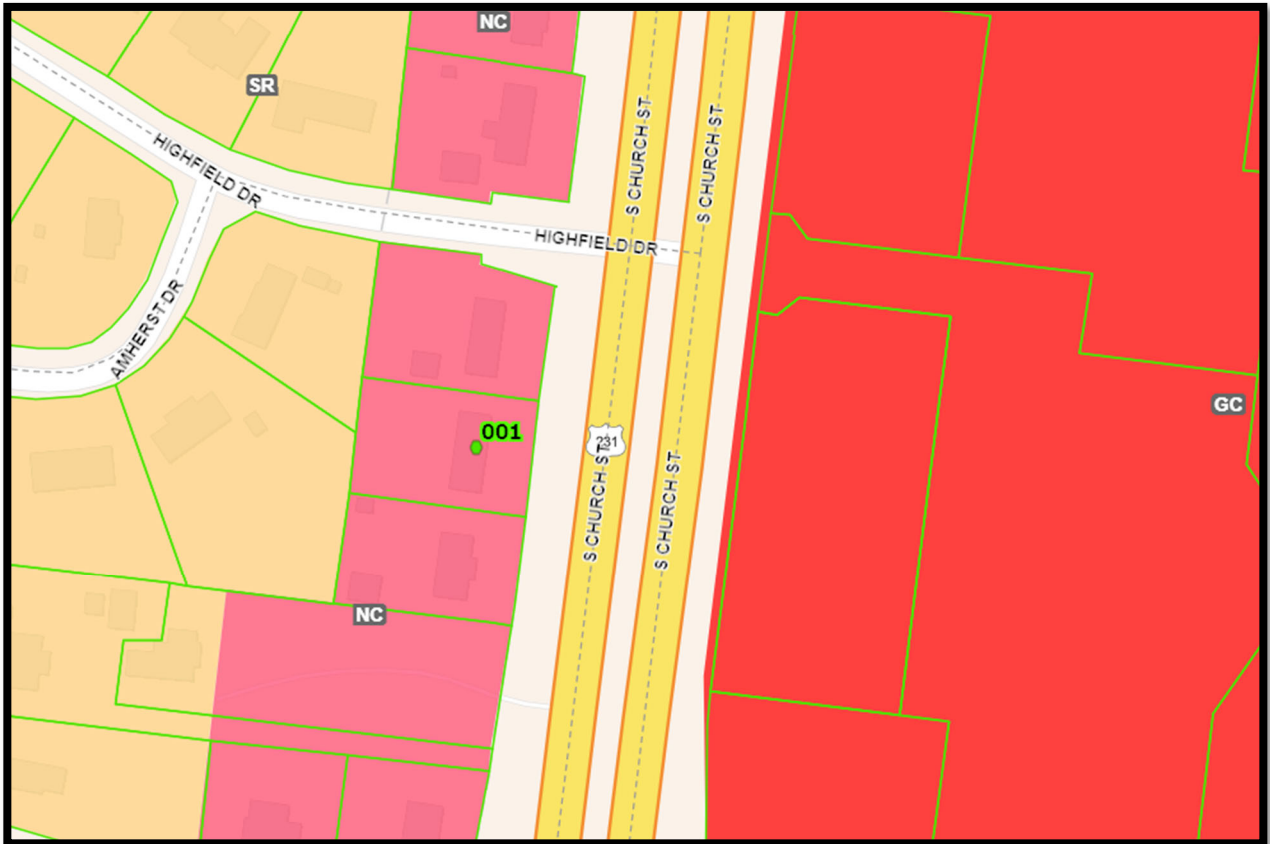
Future Land Use Map and Chapter 4

The Murfreesboro 2035 **Future Land Use Map** indicates that Neighborhood Commercial Character (NC) is most appropriate land use character for the subject property. Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the NC land use character as:

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

into professional offices. Proposed locations include smaller commercial centers adjacent to and surrounded by neighborhoods and at principal intersections of community collector streets.

Future Land Use Map



Development Types:

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

Characteristics:

- Non-residential development should be small-scale, low-intensity land uses, generally about the same scale and intensity level (building size, shape, and footprint) as residential development within the Suburban Estate (SE) or Suburban Residential (SR) character categories; and clustered at intersections of community collector thoroughfares. Parking is often not the dominant view and may be screened by garden walls and ornamental hedges.

- Service vehicles typically are smaller in size (box trucks), than a conventional semi-trailer to accommodate deliveries in confined neighborhood areas.
- Signage is significantly reduced in size.
- Additional buffers and transitions will be important.
- Design of Suburban Neighborhood Commercial should promote a neighborhood scale to the architecture. Uses should be compatible with surrounding residential use and neighborhood character. Roof form is particularly important, height should transition down to the height of contiguous dwellings.
- Neighborhood shopping areas are typically designed to serve a localized trade area within a community. The neighborhood shopping areas serve a radius about one mile.
- Pedestrian and bicycle facilities integrated into the layout
- Drive-thru are discourage however they may be allowed if they are integrated into the design to not be prominent.

It is staff's opinion that the proposed zoning request is consistent with the recommendations of the future land use map, relative to this property.

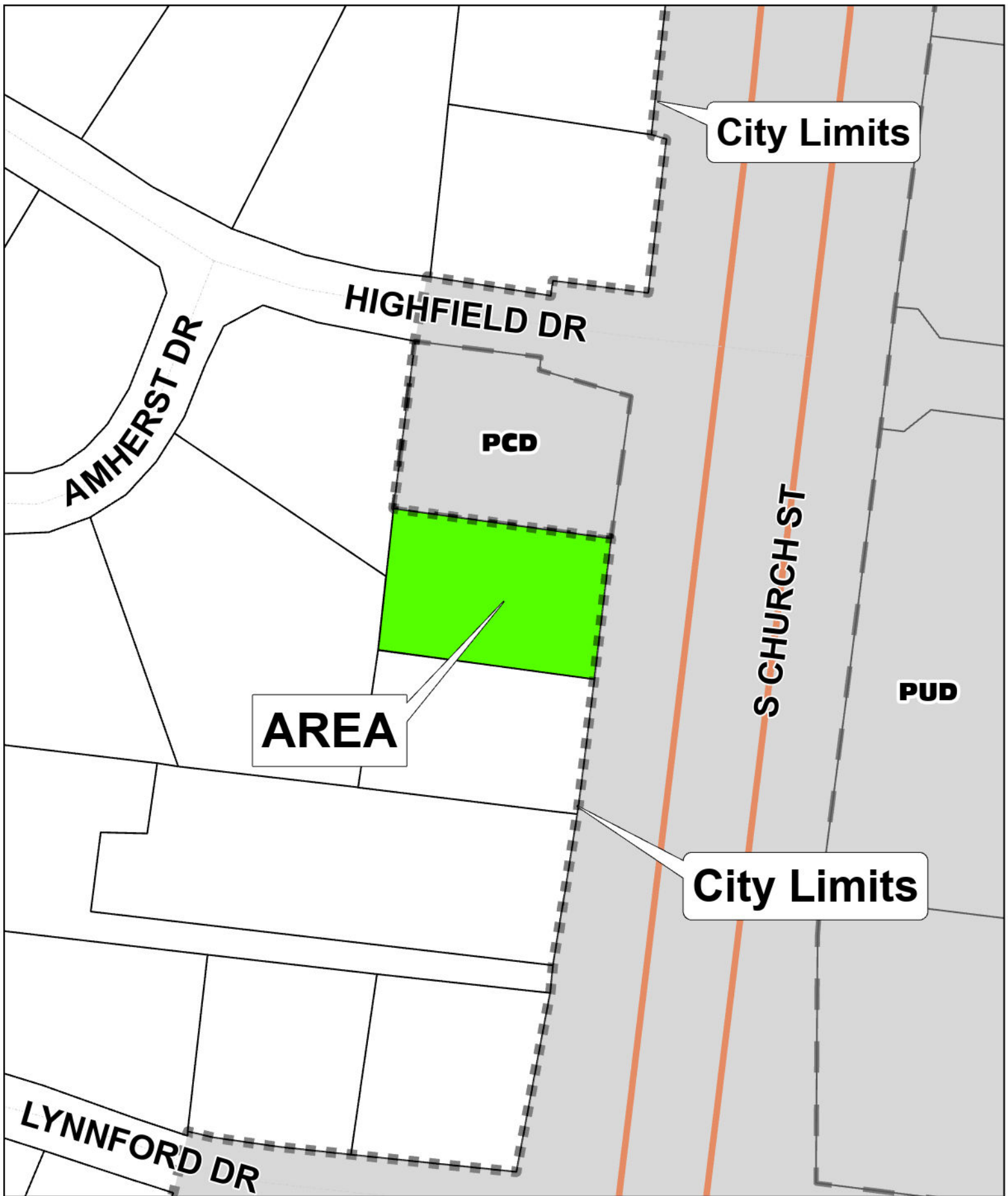
Staff Recommendation:

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

- 1) It is consistent with the recommendations of the amended Murfreesboro 2035 Comprehensive Plan and Future Land Use Map.
- 2) The layout, design, and architecture are consistent with the already approved South Church Street Corner PCD directly to the north.
- 3) The plan includes landscape buffering and fencing to help mitigate any negative impacts on the residential properties to the west.

Action Needed:

The 3416 South Church Street program book and other associated materials are included with the agenda materials. The Planning Commission will need to conduct a public hearing and then formulate a recommendation for City Council.



**Zoning Request for Property located along South Church Street
PCD Simultaneous with Annexation
(3416 South Church Street PCD)**



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



**Zoning Request for Property located along South Church Street
PCD Simultaneous with Annexation
(3416 South Church Street PCD)**



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



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

Creating a better quality of life

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

Procedure for applicant:

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: Huddleston-Steele Engineering

Address: 2115 NW Broadstreet City/State/Zip: Murfreesboro, TN, 37129

Phone: 615-893-4084 E-mail address: rountree.associates@yahoo.com

PROPERTY OWNER: ALLEN, WESLEY ETUX TONYA

Street Address or property description: 3416 S Church St, Murfreesboro, TN, 37127

and/or Tax map #: 1250 Group: A Parcel (s): 00200

Existing zoning classification: RM (County)

Proposed zoning classification: PCD Acreage: 0.47 +/-

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree, 615-509-5930

E-mail: rontree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): 

DATE: 01/16/24

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

Date received: _____ MPC YR.: _____ MPC #: _____

Amount paid: _____ Receipt #: _____

1.17.2023

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

Re: Annexation and Rezoning Request

Described as Tax Map 1250, Group A, Parcel 00200 consisting of .47 +/- ac. to be rezoned from RM to PCD.

Dear Mr. Greg,

On behalf of our client, Greg Patel, we hereby request the annexation and rezoning of the property identified by tax map 1250, Group A, and parcel 00200, consisting of approximately .47+/- acres from RM to PRD. The purpose for this rezoning is to construct a 3600 SF commercial center.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

3416 South Church Street PCD

Request for Rezoning to
Planned Commercial
Development (PCD)

SUBMITTED APRIL 25, 2024 FOR THE
MAY 2, 2024 CITY COUNCIL PUBLIC
HEARING.



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Project Summary

The proposed project is a 3600 SF commercial center on a 0.47-acre site located on South Church Street that will closely mirror the approved building to the north. The proposed building will be mostly masonry with a large percentage of glass along the façade facing South Church Street facing east. The north and south facades have a low percentage of glass with added detail. The rear façade has two access doors. A formal seating area will be located on the north side of the building. Parking will be located on 3 sides of the building. Sixteen parking spaces are provided complying with the requirement for a commercial center of one space per 225 SF. The applicant will provide cross connectivity to the north and south when the property to the south is redeveloped. The driveway stubs shall be constructed up to the southern property line with site plans for this development. Furthermore, an access easement will be recorded when the property to the south is redeveloped, and both property owners enter into a mutually agreed upon maintenance and cross access easement agreement for any shared access points. Furthermore, an access easement must be recorded prior to the issuance of the certificate of occupancy of the proposed building at 3416 South Church Street. Such easement shall be entered into with the property owner to the south with mutually agreed upon terms for maintenance and cross access.

Development Team

Client: Greg Patel

Address: 4606 Marymont Springs Blvd, Murfreesboro, TN 37219

Phone: 615.275.9287

Email: gpp2k@yahoo.com

Company Name: Huddleston – Steele Engineering Inc.

Profession: Planning

Attn: Clyde Rountree, RLA

Address: 2115 N.W. Broad Street, Murfreesboro, TN, 37129

Phone: 615.509.5930

Email: Rountree.associates@yahoo.com

Company Name: Huddleston – Steele Engineering Inc.

Profession: Engineering

Attn: Chris Maguire, P.E.

Address: 2115 N.W. Broad Street, Murfreesboro, TN, 37129

Phone: 615.893.4084

Email: cmaguire@hsengr.com




Zoning



Summary

- The subject property is currently located in the county.
- The property to the north has been annexed into the city and has been rezoned to PCD.
- The property to the east is zoned PCD in the city of Murfreesboro.
- The remaining surrounding property is zoned RM in the county.

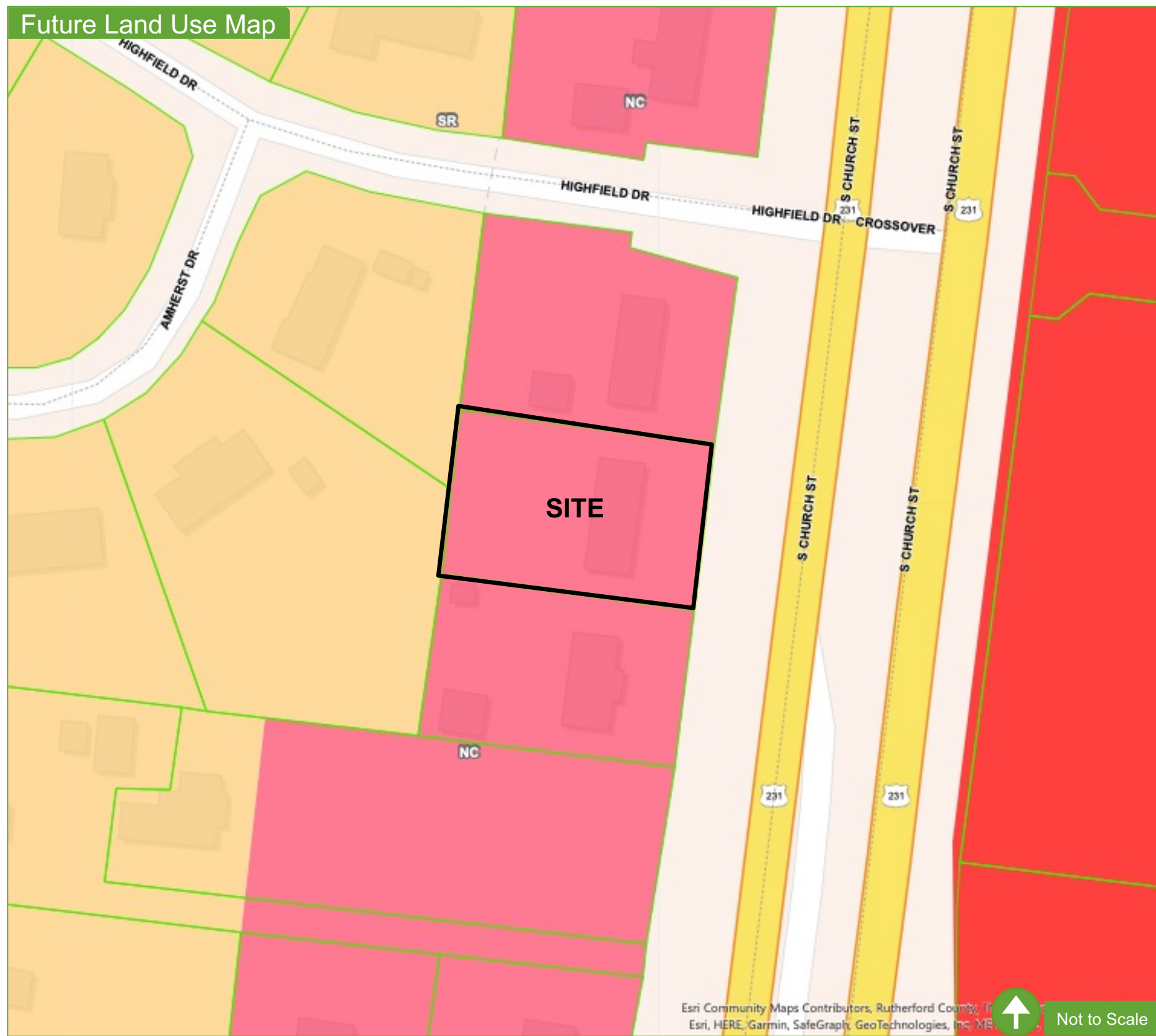
Legend

 Planned Commercial Development (PCD)

 Site Boundary

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

Future Land Use Map

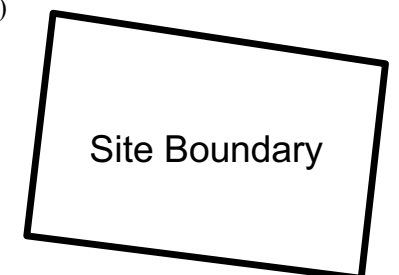


Summary

- The city of Murfreesboro future land use map classifies this property as Suburban (Neighborhood) Commercial (NC). This designates that a significant portion of the development is devoted to vehicular access, has joint/shared parking and has an area committed for formal open space use.
- Recommended development uses include professional offices, convenience stores, dry cleaners, post offices, café's & coffee shops, drug stores, personal service establishment, banks and neighborhood retail.

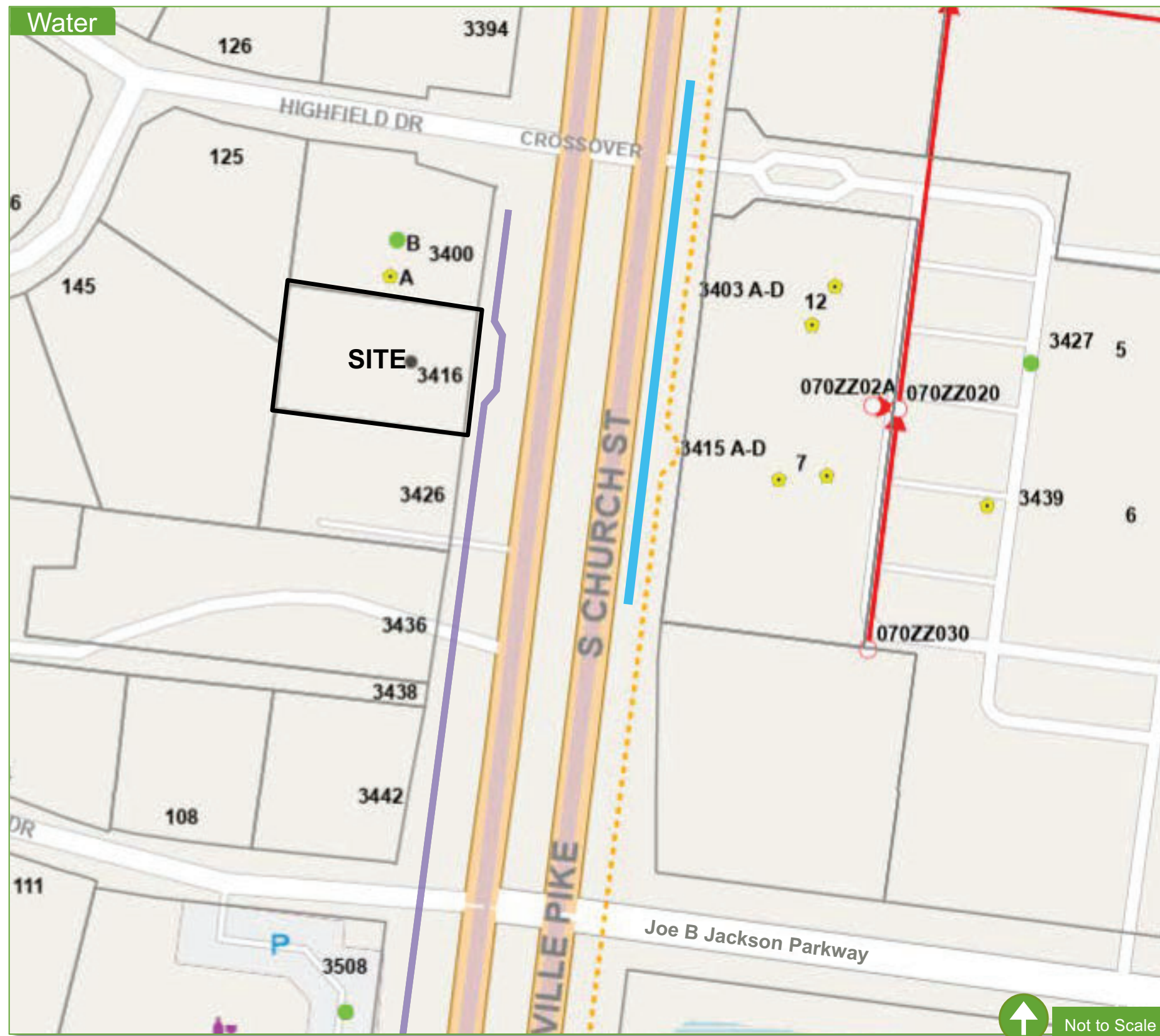
Legend

- Suburban Residential (SR)
- Suburban (Neighborhood) Commercial (NC)
- (General) Commercial (GC)



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TELEPHONE: 615-893-4084 FAX: 615-893-0080






Water

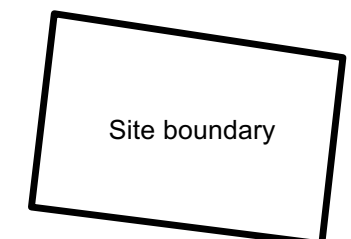


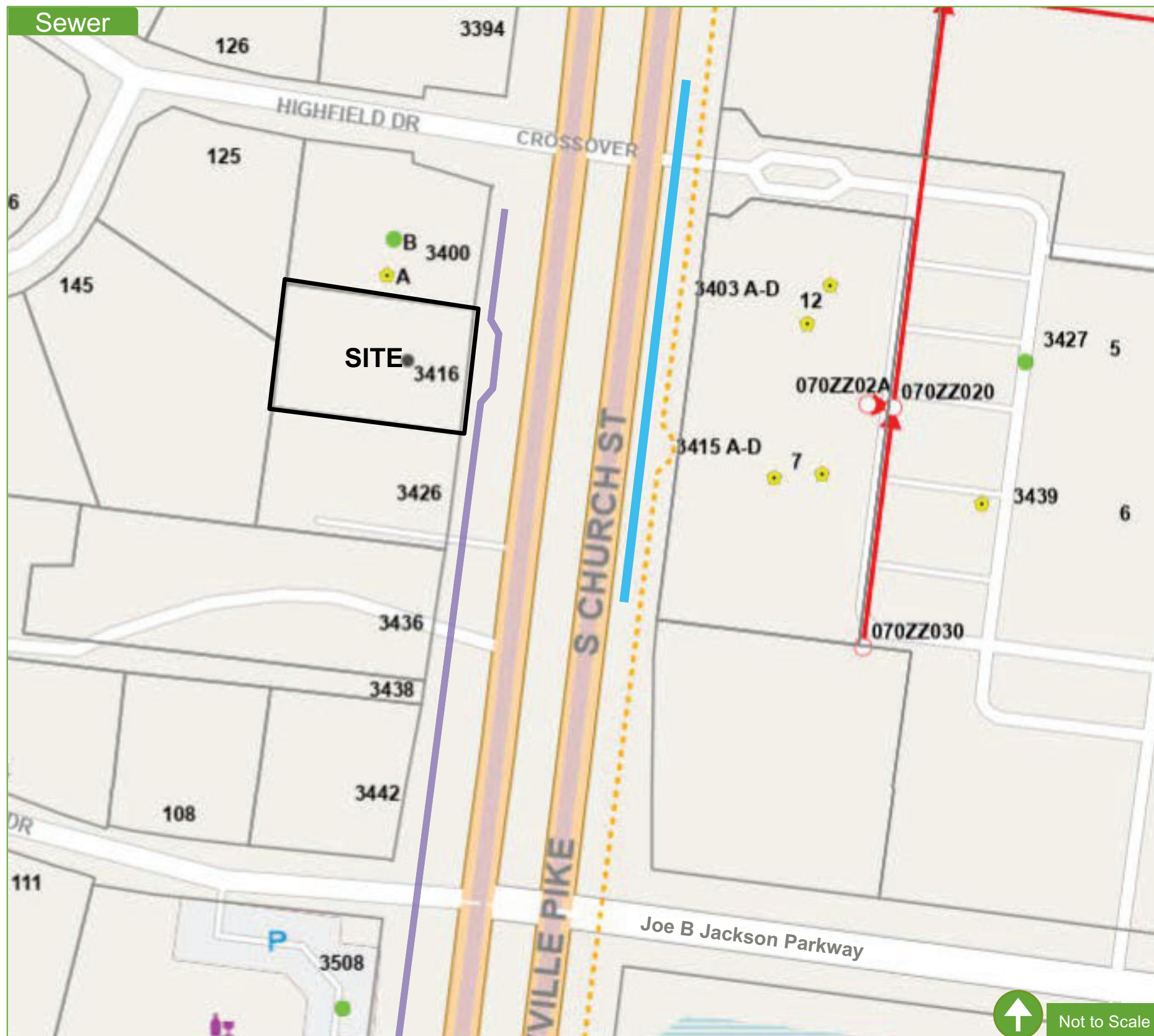
Map Summary

- Water services will be provided by Consolidated Utility District.
- CUDRC has a 16" water main on South Church St. Developer understands that any further development on property will require a Water Service Availability Request to CUDRC for feasibility study.
- A fire hydrant will be required within 250' of the proposed building and will be installed by developer.
- Main line water and sewer taps will be made by the Murfreesboro Water Resources Department.
- Developer understands that connection fees will need to be paid to MWRD and all contractors for water and sewer work will require MWRD approval.

Legend

- Existing Sewer: 
- Existing Manhole: 
- Force Main: 
- Waterline: 
- Fire Hydrant: 










Map Summary

- Sanitary sewer service will be provided by Murfreesboro Water Resources Dept.
- The sewer enters the property from South Church Street.
- The site currently being developed to the North is installing a force main within the right-of-way which will provide sewer service to this lot.
- Sewer will gravity feed to the septic tank and be pumped from the tank and tie into the pressure main which leads to the existing gravity sewer to the south.
- A Sewer Allocation Variance was approved by City Council for subject property on January 14, 2024.

Legend

- Existing Sewer: 
- Existing Manhole: 
- Force Main: 
- Waterline: 
- Fire Hydrant: 





Map Summary

- The main access for this site will be through a right in right out onto South Church Street which is being proposed with this site.
- The site will have interconnectivity to Highfield Drive via property to the north.
- Access onto South Church Street is subject to TDOT approvals.

Stub connections

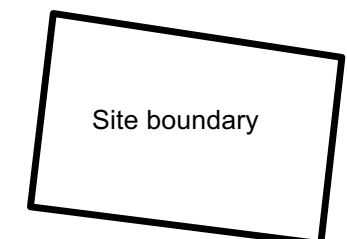
- The applicant will provide cross connectivity to the properties north and south of subject property. The driveway stubs shall be constructed up to the North and South property line with the site plan for this development.
- Furthermore, an access easement must be recorded prior to the issuance of the certificate of occupancy of the proposed building at 3416 South Church Street. Such easement shall be entered into with the property owner to the south with mutually agreed upon terms for maintenance and cross access.

Legend

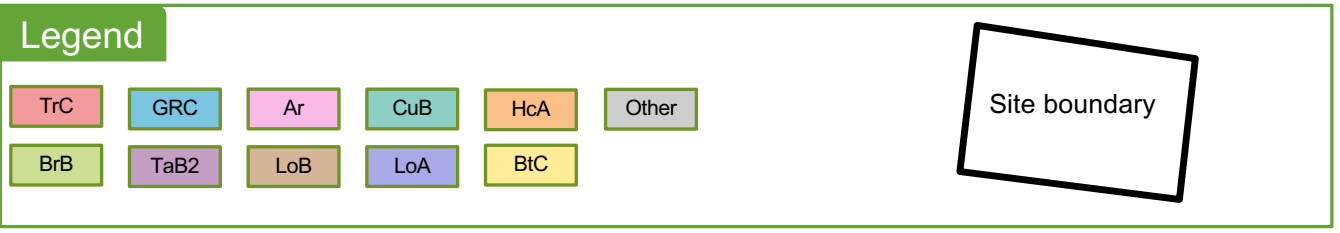
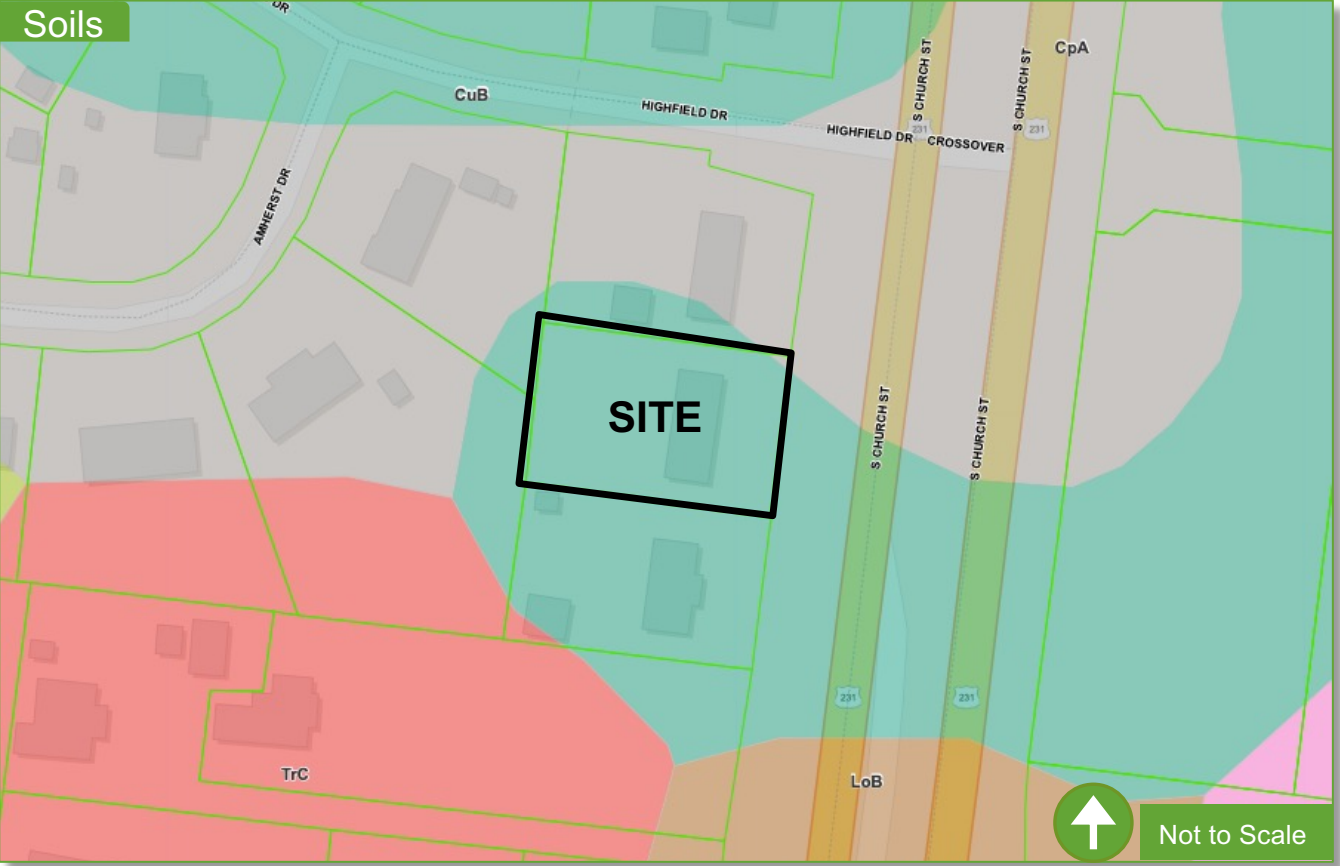
Major Arterial



Site boundary

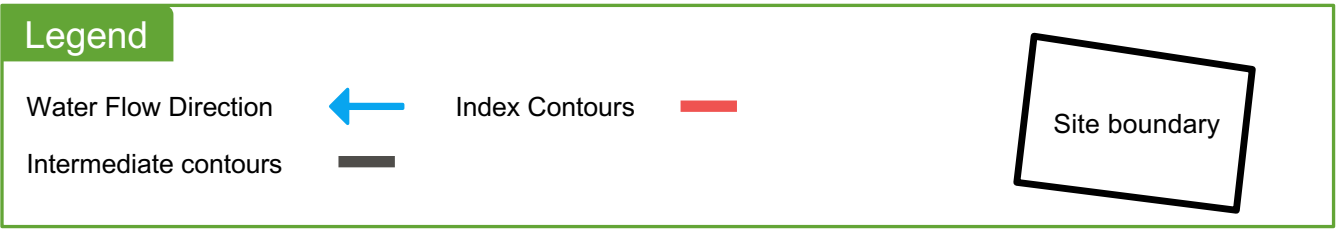
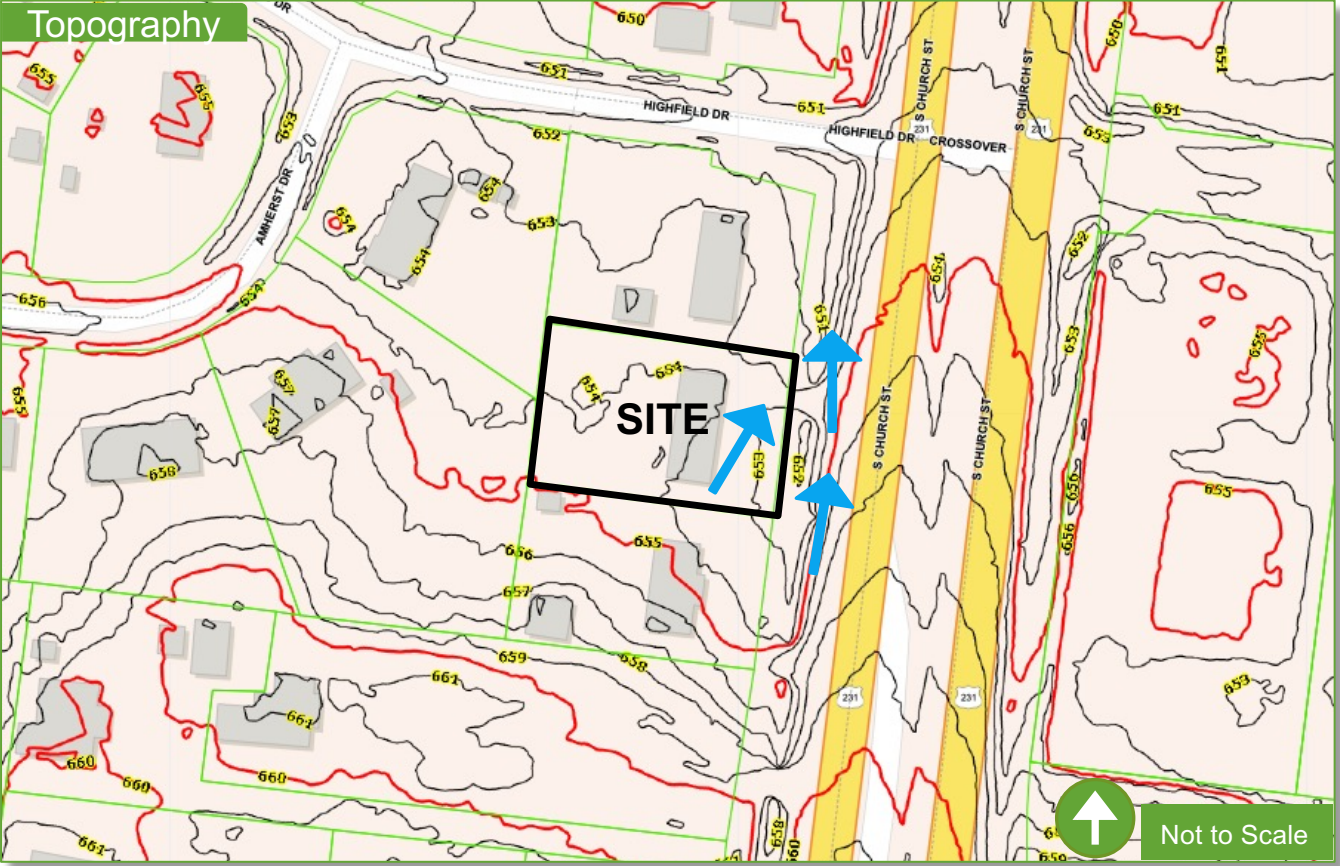


H HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080



Map Summary

- The Site soils are primarily Gladeville Rock Outcrop. The Gladeville series consists of very shallow, well drained, flaggy soils that formed in residuum weathered from thin-bedded flaggy limestone.



Map Summary

- The Topography shows the site drains towards the northeast and the existing stormwater drainage ditch along South Church Street and eventually to Middle Fork Stones River.

Easements



Legend



Map Summary

- Cross access easement will be provided for adjacent properties.

Stormwater

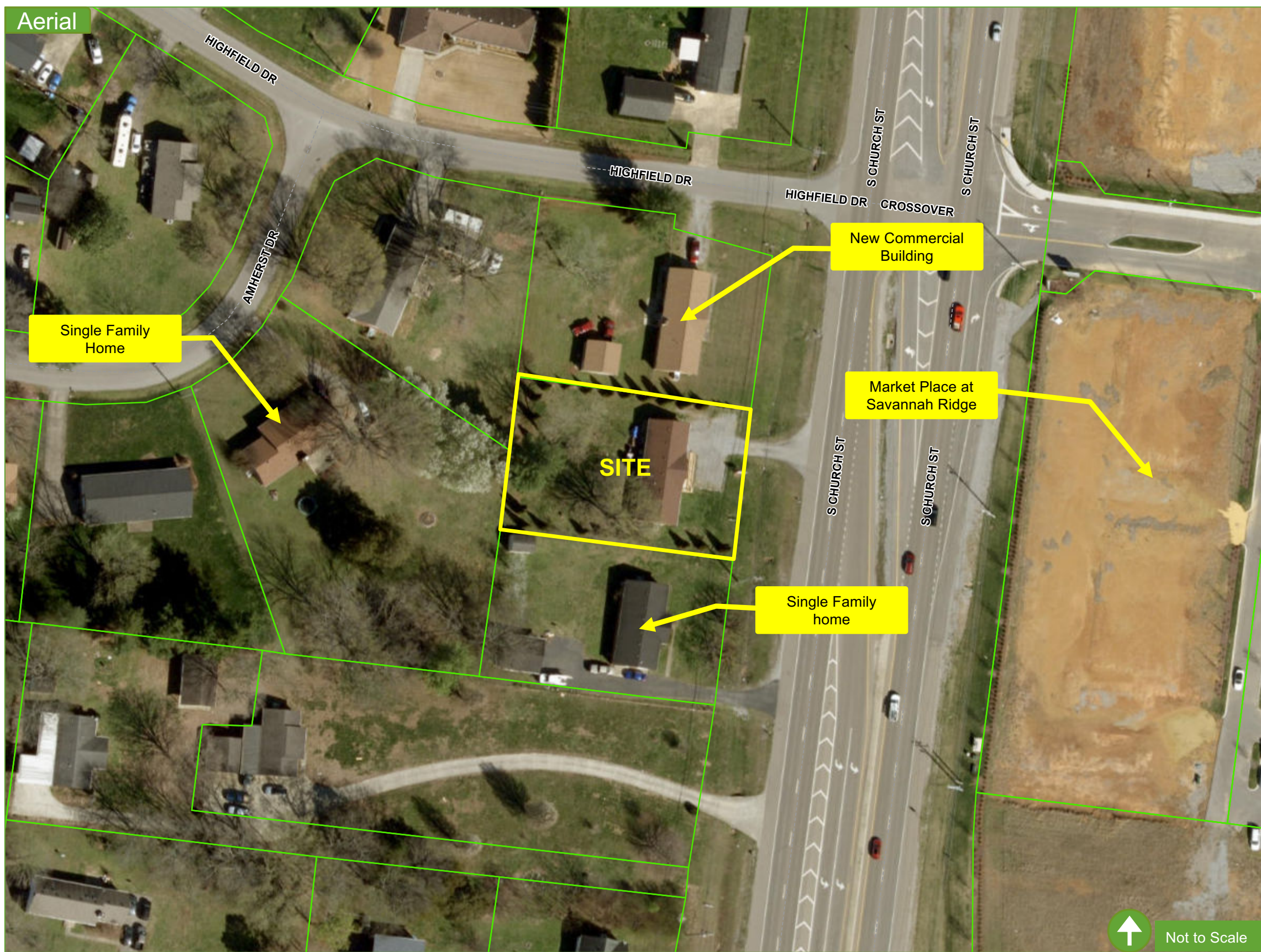


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Map Summary

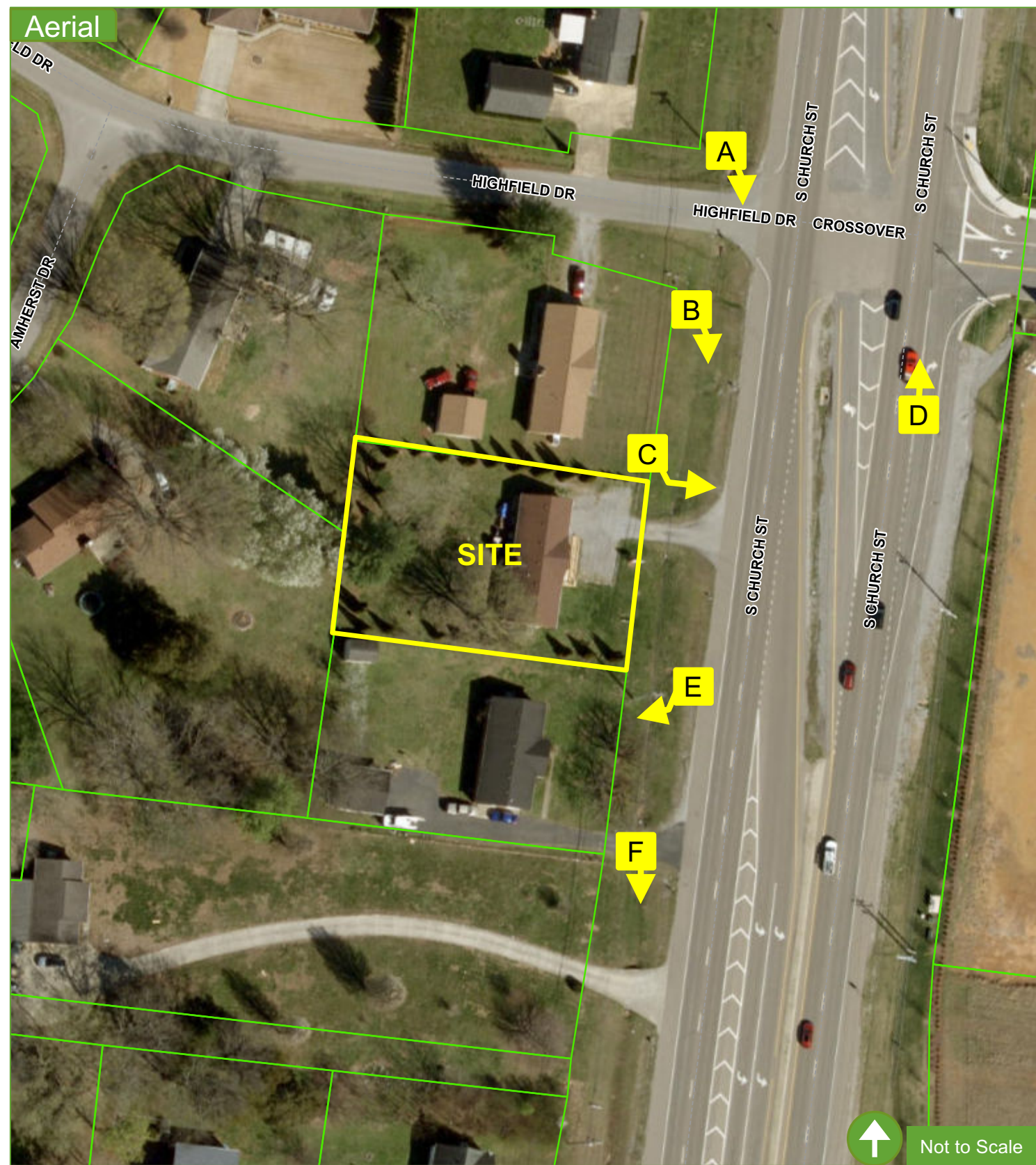
- The site will drain into existing stormwater drainage ditch along South Church Street and through existing infrastructure and eventually to Middle Fork Stones River. The site will utilize the small site design option to meet water quality and quantity requirements.

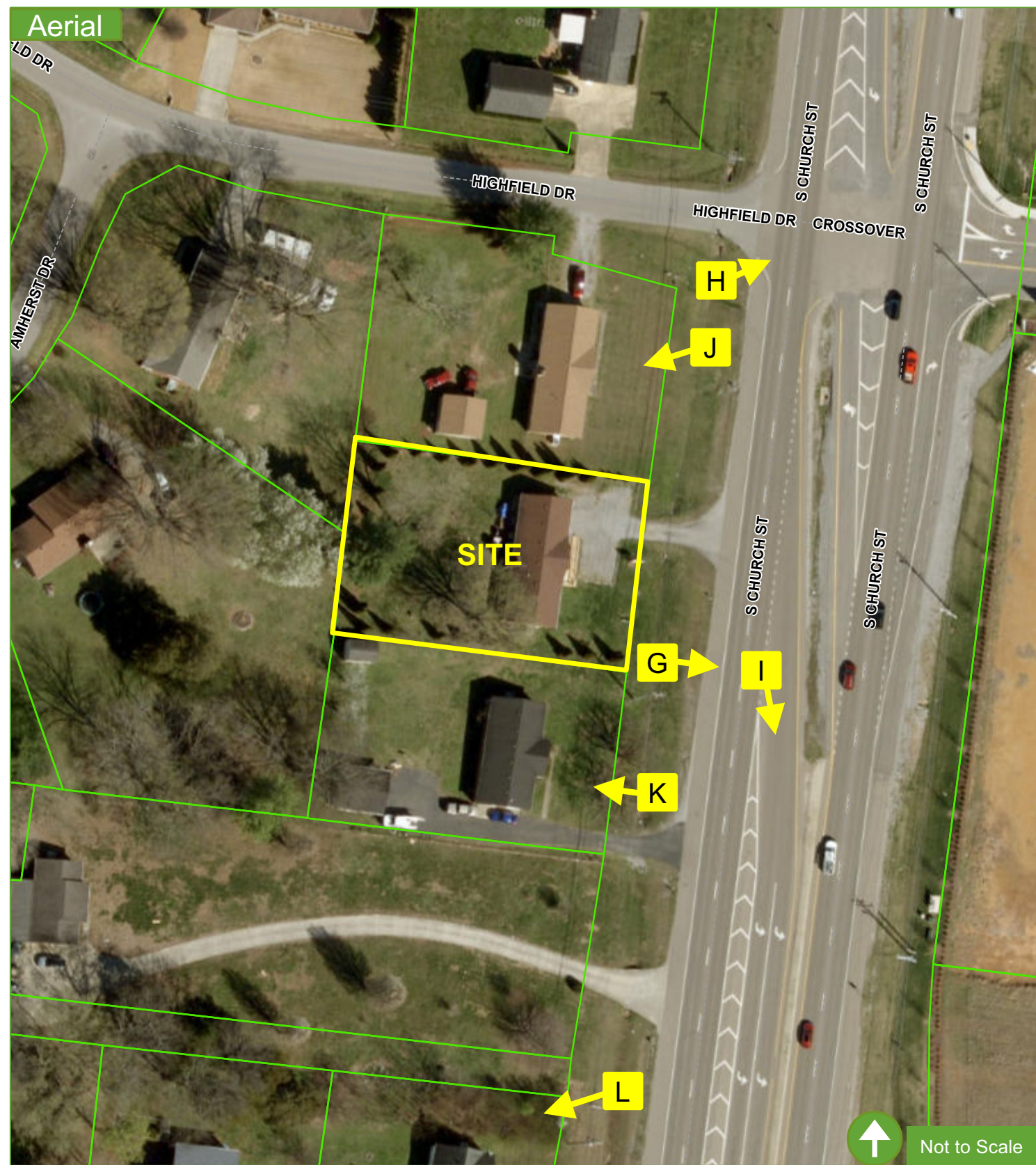


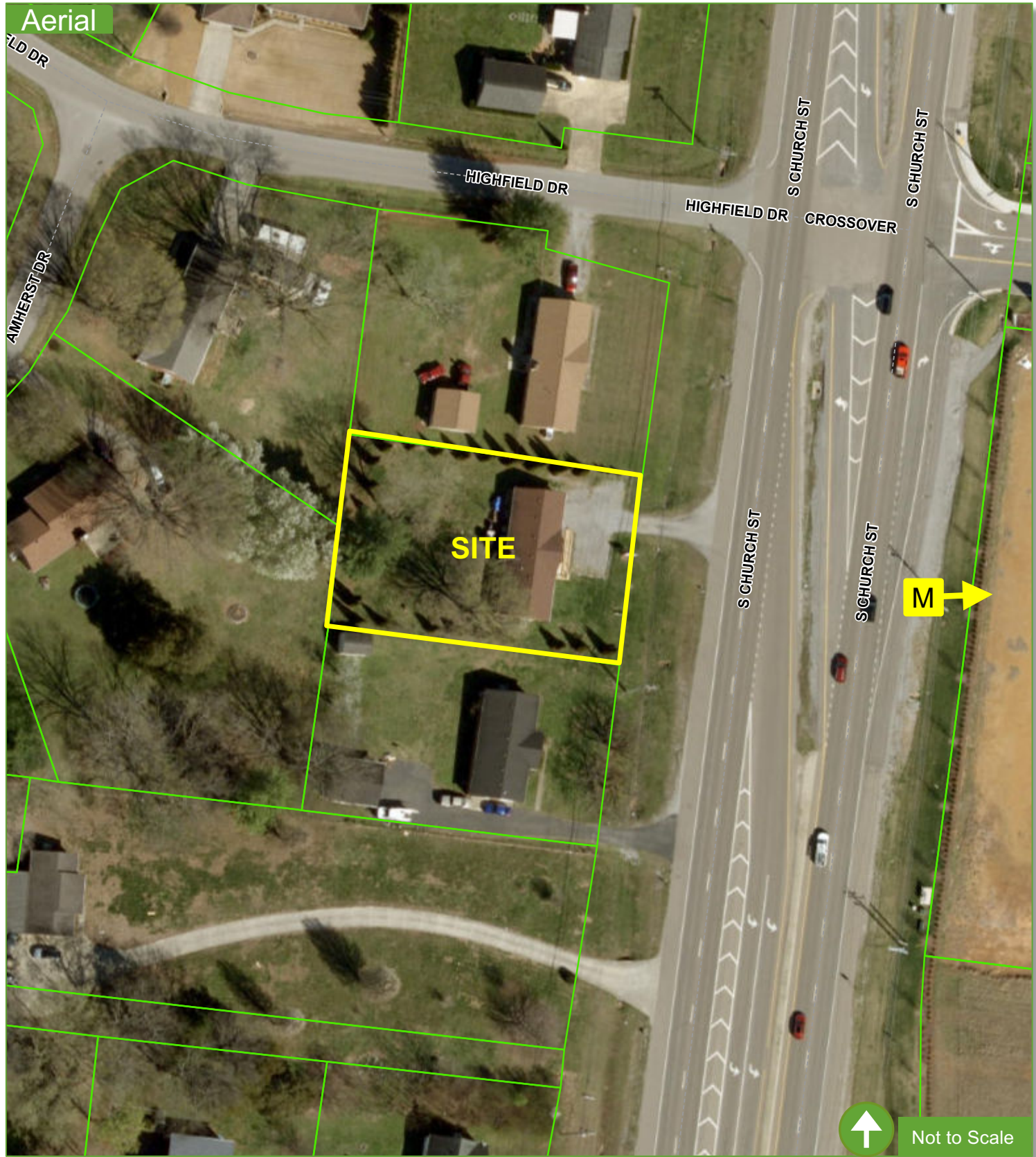
Map Summary

The subject property is located in a rapidly changing commercial area. The new Marketplace at Savannah Ridge development has shaped the area to be primed for additional commercial development.

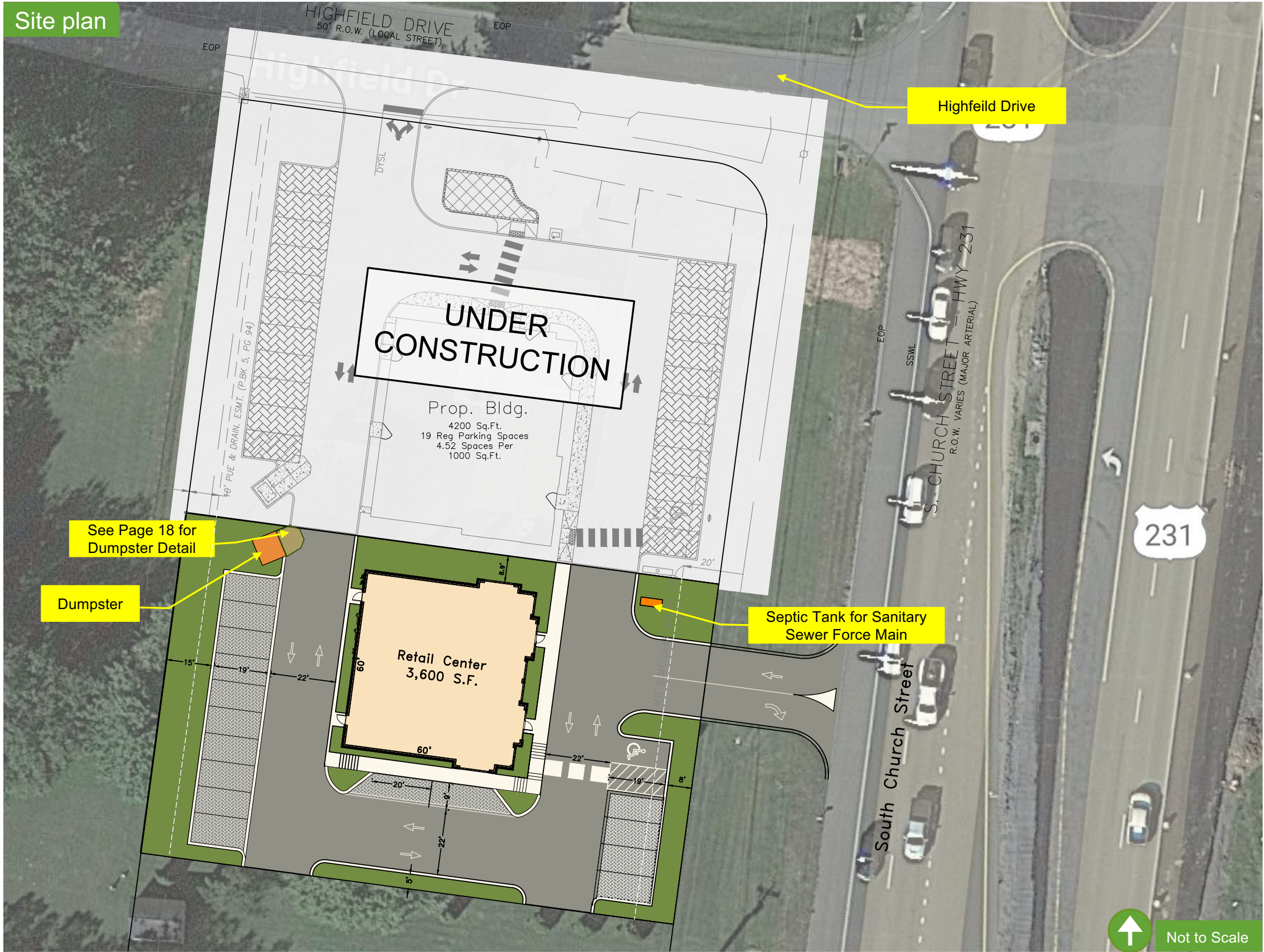
HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080







Site plan



Site Data	
Total Area	20,522 SF
Lot width	115 ft.
Square Footage	3600 SF
Parking required	16(1 per 225 SF)
Parking provided	16 (1 per 225 SF) 1 Handicap Space
Setbacks	
Front	42 ft.
Side	8 ft.
Rear	20 ft.

Legend

Sites

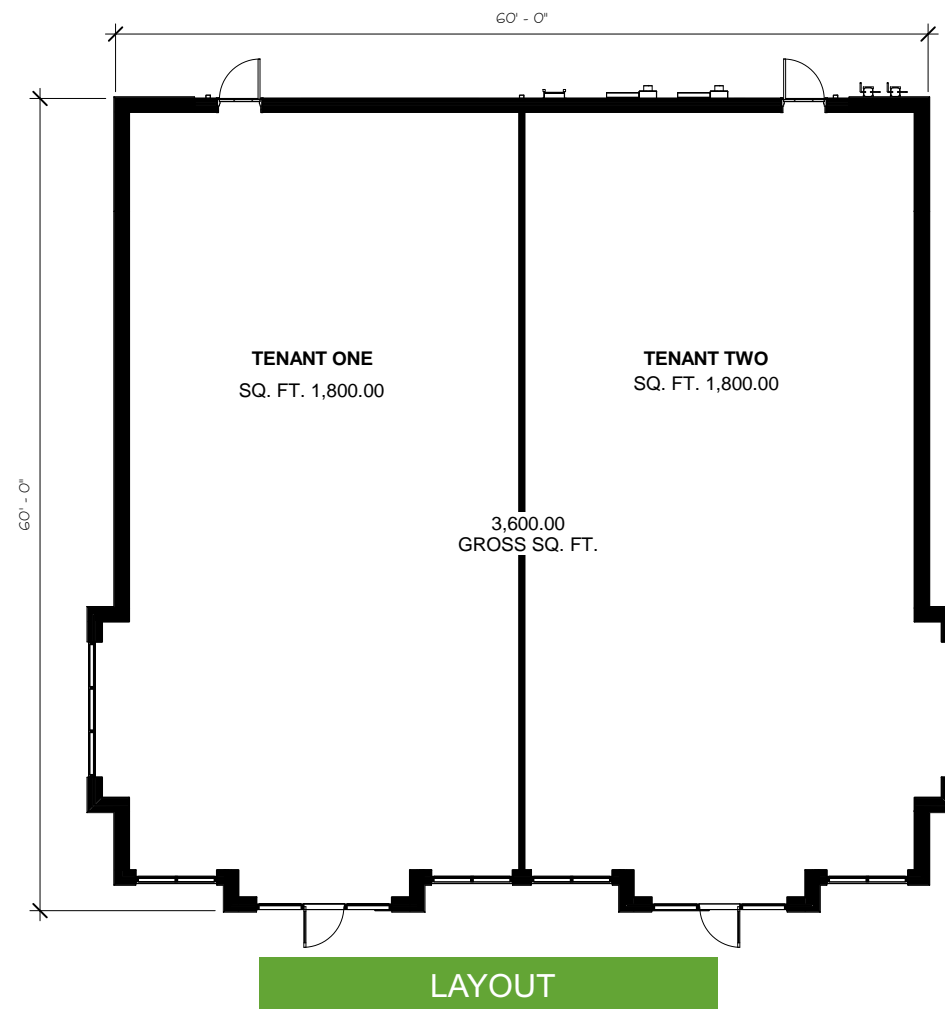
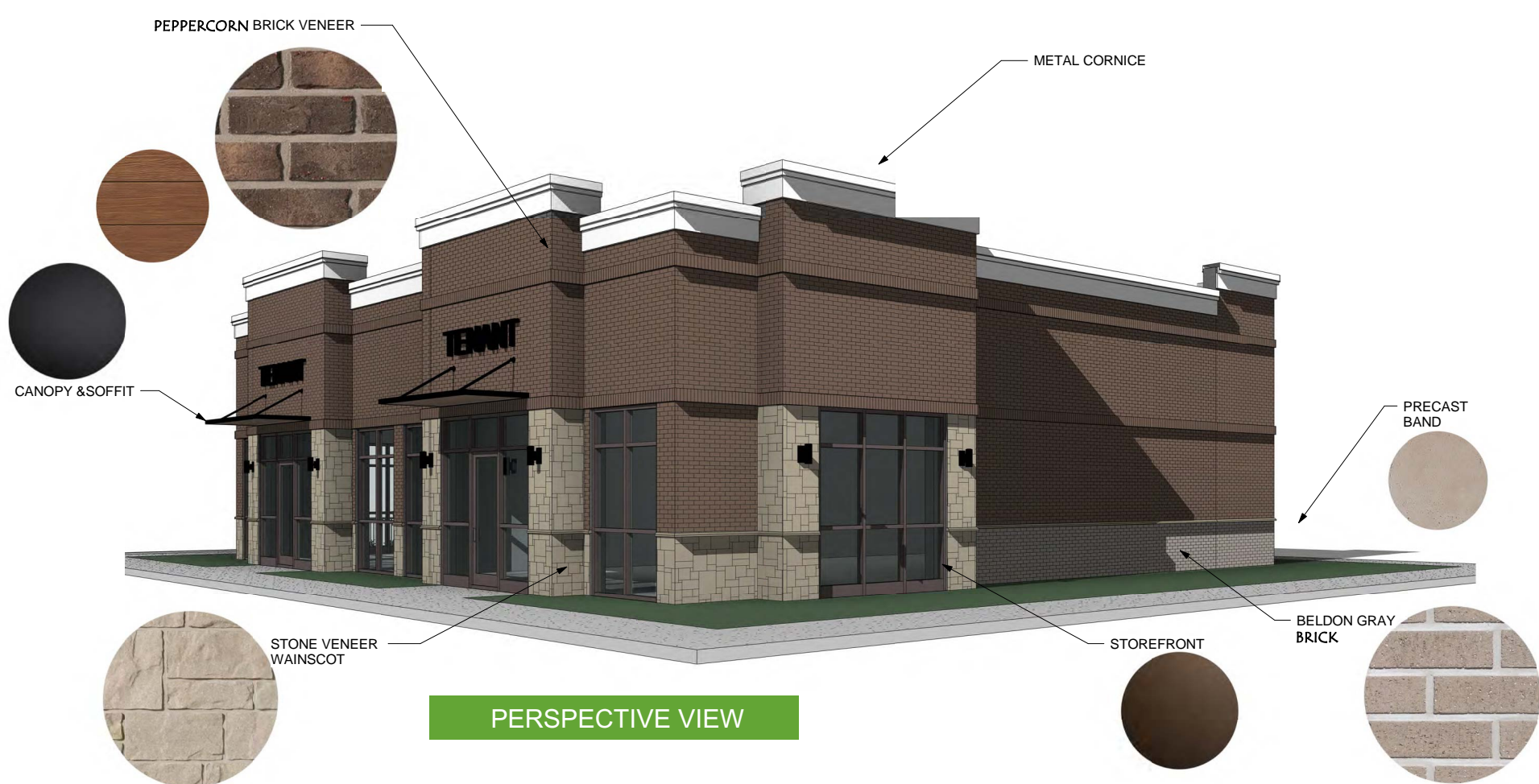
Green Space

Sidewalk

Paved Drive

Pervious Pavers

Site boundary



Building Elevations Materials

BRICK VENEER ONE

MANUFACTURE: MERIDIAN BRICK
 STYLE / SIZE: MODULAR
 COLOR: PEPPERCORN
 MORTAR COLOR: TYPE "N"

STONE VENEER

MANUFACTURE: BRAMPTON BRICK
 STYLE / SIZE: MULTIPLE
 COLOR: VIVACE - DOVER
 MORTAR COLOR: TYPE "N"

STOREFRONT

MANUFACTURE: TUBELITE
 STYLE / SIZE: 2"X4" ALUMINUM
 COLOR: DARK BRONZE

AWNINGS

MANUFACTURE: T.B.D.
 STYLE / SIZE: FABRIC / METAL
 COLOR: BLACK / BLACK
 REMARK: 3'-0" OVERHANG

BRICK VENEER TWO

MANUFACTURE: BELDON
 STYLE / SIZE: MODULAR
 COLOR: VELOUR GRAY
 MORTAR COLOR: TYPE "N"

PREFINISHED METAL CORNICE

MANUFACTURE: T.B.D.
 STYLE / SIZE: T.B.D.
 COLOR: WHITE
 FINISH: SATIN

GLAZING

MANUFACTURE: PPG
 STYLE / SIZE: 1" INSULATED LOW-E
 COLOR: LITE GREY

UP & DOWNLIGHTS

MANUFACTURE: T.B.D.
 STYLE / SIZE: T.B.D.
 COLOR: BLACK

PRECAST CONC. ACCENT

MANUFACTURE: CAST STONE
 STYLE / SIZE: MODULAR
 COLOR: MATCH STONE VENEER
 MORTAR COLOR: TYPE "N"

METAL CANOPY

MANUFACTURE: MAPES
 STYLE / SIZE: METAL RECTANGULAR
 COLOR: BLACK
 REMARK: INTRICAL GUTTER
 & WOOD SOFFIT

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

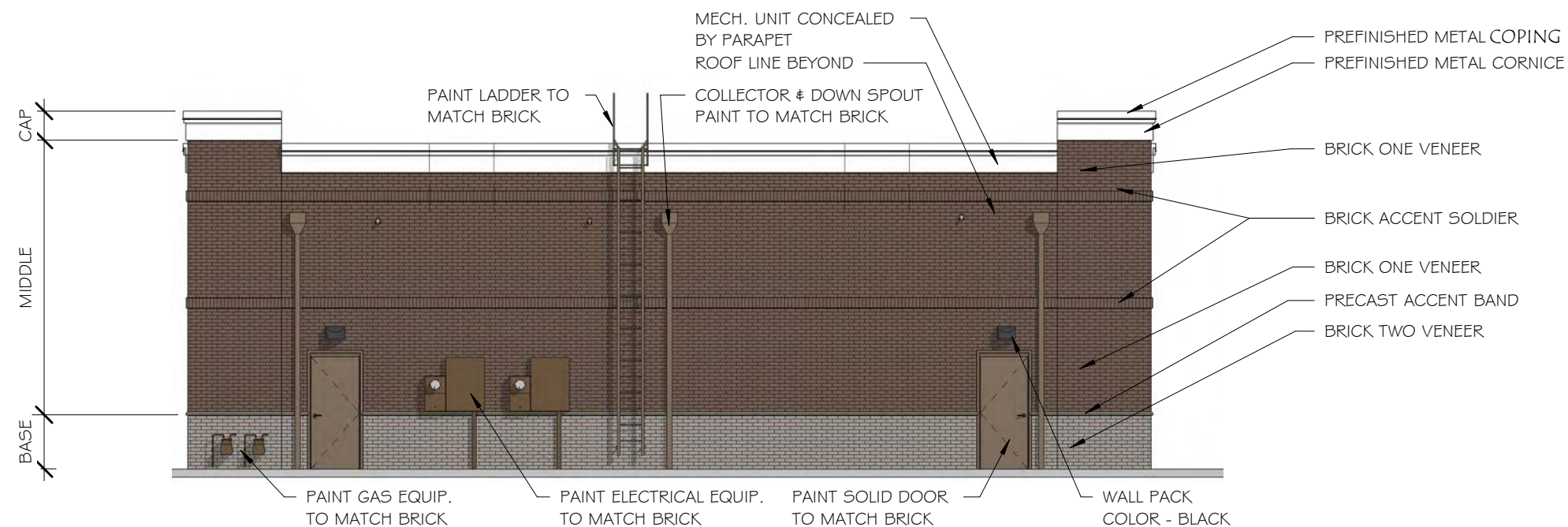


EAST FRONT REAR ELEVATION PRES

Building Elevations Materials - EAST FRONT

FACADE MATERIAL SURFACE AREA:

BRICK ONE	650.37 S.F.	47.49%
STONE VENEER.	156.97 S.F.	11.46%
METAL CORNICE	121.18 S.F.	8.84%
GLASS AREA	440.88 S.F.	32.21%
TOTAL MASS AREA	1,369.40 S.F.	



WEST REAR ELEVATION PRES

Building Elevations Materials - WEST REAR

FACADE MATERIAL SURFACE AREA:

BRICK ONE & TWO	1,079.26 S.F.	87.03%
METAL CORNICE	110.02 S.F.	9.21%
SOLID DOORS	50.69 S.F.	3.76%
TOTAL MASS AREA	1,239.97 S.F.	



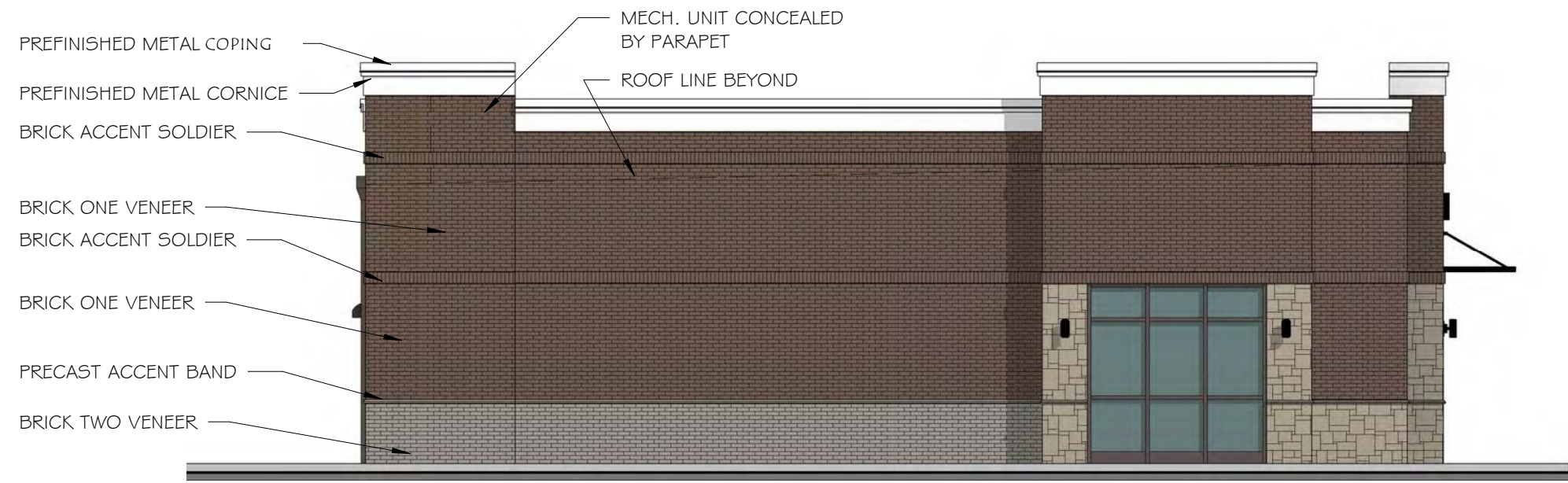
NORTH SIDE ELEVATION PRES

Building Elevations Materials - NORTH SIDE

FACADE MATERIAL SURFACE AREA:

BRICK ONE #TWO	973.68 S.F.	76.44%
STONE VENEER	88.85 S.F.	6.97%
METAL CORNICE	111.25 S.F.	8.73%
GLASS AREA	100.00 S.F.	7.86%
TOTAL MASS AREA	1,273.78 S.F.	

North Side elevation wall will be constructed with 1- hour fire rated assembly due to subject property being less than 15 ft from the property line of building to the North.



SOUTH SIDE ELEVATION PRES

Building Elevations Materials - SOUTH SIDE

FACADE MATERIAL SURFACE AREA:

BRICK ONE #TWO	973.68 S.F.	76.44%
STONE VENEER	88.85 S.F.	6.97%
METAL CORNICE	111.25 S.F.	8.73%
GLASS AREA	100.00 S.F.	7.86%
TOTAL MASS AREA	1,273.78 S.F.	

Plan View - Dumpster

The diagram illustrates the plan view of a dumpster with the following dimensions and features:

- Overall Dimensions:**
 - Length: 20'-0"
 - Width: 14'-0"
- Internal Layout and Dimensions:**
 - A central rectangular area with a width of 12'-4" and a length of 14'-0".
 - Vertical dimensions on the right side of the central area: 2'-7" (top), 4'-0" (middle), and 2'-7" (bottom).
 - Horizontal dimensions within the central area: 4'-0" (left), 4'-0" (middle), and 2'-10" (right).
 - A 3'-0" opening is located at the bottom center.
- Structural Features:**
 - Two diagonal lines labeled "GATE" are shown on the left side.
 - A "POST (TYP.)" is indicated near the bottom center.
 - Section line "A-A" is shown on the right side.

PLAN VIEW

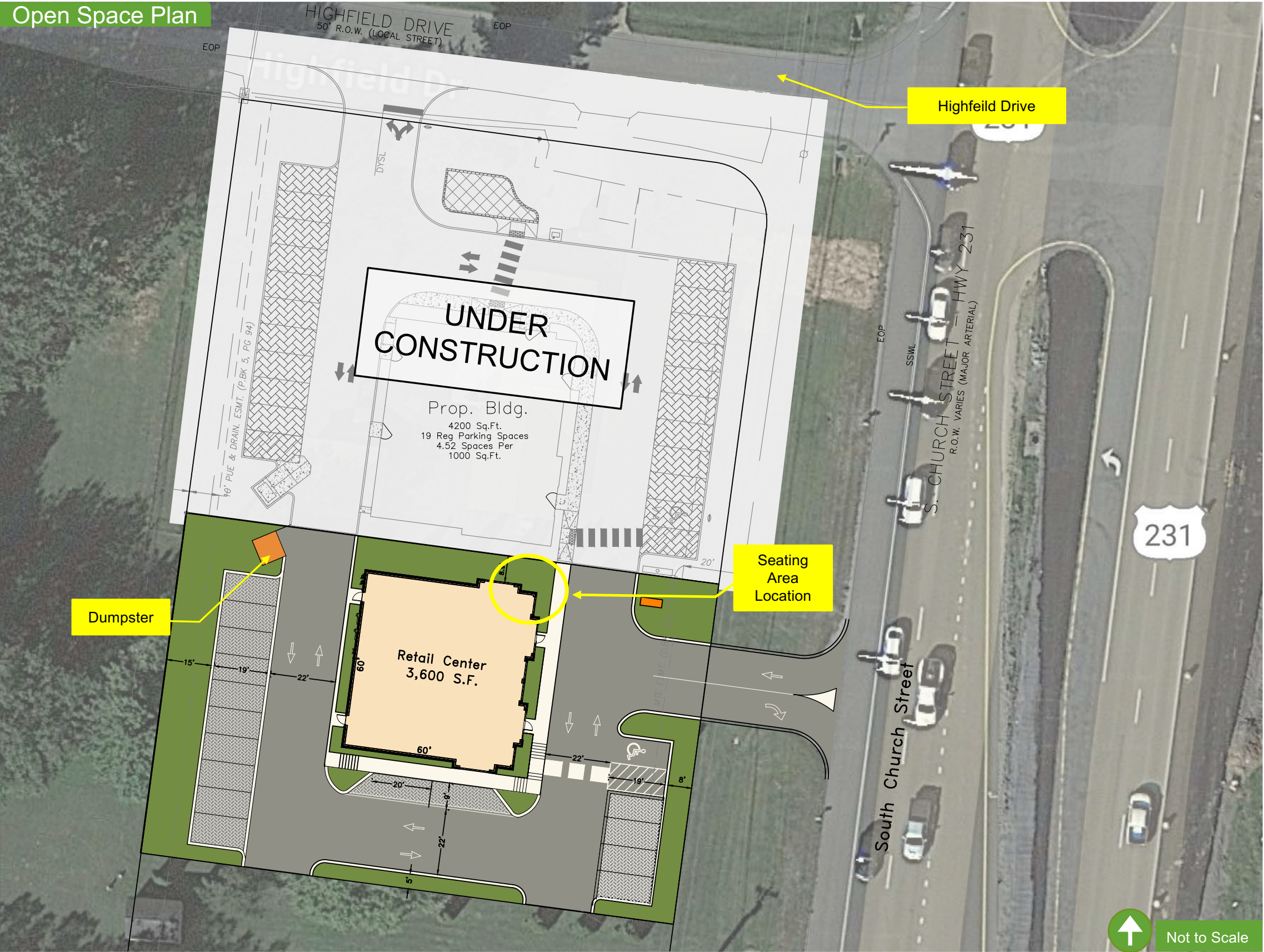
The diagram consists of two parts: a Plan View and a Section A-A.

PLAN VIEW: Shows a top-down view of the dumpster pad. It features a central rectangular area labeled "3'-0\" OPENING". This area is flanked by two vertical concrete pillars. The pillars are labeled "6\" STEEL PIPE PAINTED YELLOW (TYPICAL)". The top of the pillars is labeled "ROUND OFF CAP WITH CONCRETE (TYPICAL)". The pillars are set into a "6\" THICK CONCRETE SLAB REINFORCED WITH 6x6x10x10 WELDED WIRE MESH". The slab is labeled "SLOPE AS SHOWN ON SITE PLAN". The pillars are connected by a "MASONRY WALL W/ BRICK FACIA" which is 8'-0\" high. The wall is labeled "ANCHOR BOLLARD IN ONE CUBIC YARD OF CONCRETE (TYPICAL)".

SECTION A-A: Shows a cross-section of the pad. It shows the "6\" THICK CONCRETE SLAB REINFORCED WITH 6x6x10x10 WELDED WIRE MESH" at the base. Above the slab is the "MASONRY WALL W/ BRICK FACIA" which is 8'-0\" high. The top of the wall is labeled "TOP COURSE OF BLOCK TO BE FILLED WITH MORTAR" and "CONCRETE BLOCK TO BE PAINTED TO MATCH FACE OF THE BUILDING".

Final design of solid waste enclosure will be provided at site plan review and will comply w/ Design Guidelines.

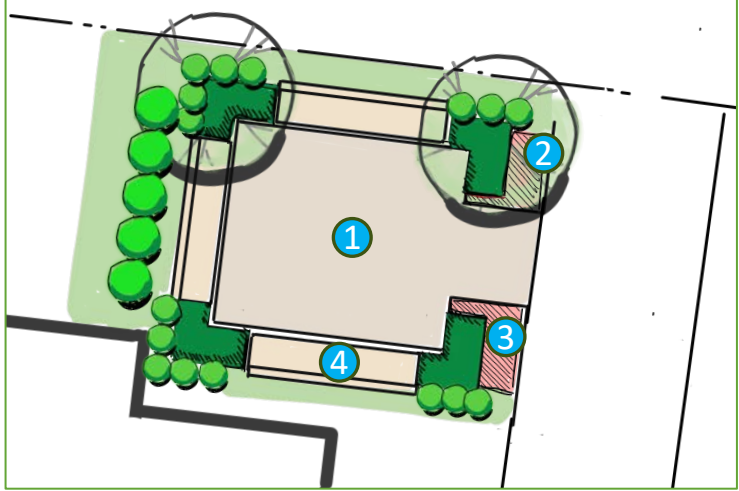
Open Space Plan



Map Summary

In lieu of a formal open space, subject property will have dedicated seating area with enhanced landscaping that will be constructed on the north side of retail center.

Seating Area Concept



Amenity areas will include the following items	
1	Pavers
2	Shade Tree
3	Seasonal Color
4	Bench

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

Conceptual Landscape



Summary

- A Type D Buffer will be provided along the west side property line. In addition, a 6' - tall privacy fence will be provided along this property line. It will supplement the buffer plantings and not be a substitute for any plantings.
- A 6' tall privacy fence will be installed along the south property line but will be removed at such time as property to the south develops.

Shade Tree



Evergreen Buffer Tree



Foundation Planting



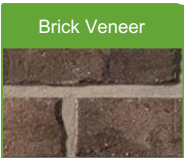
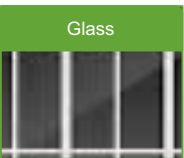
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Developmental Standards

- Development will include an all-masonry commercial structure.
- Maximum Square Footage of 3600 SF.
- Maximum building height of 35 ft.
- Solid waste disposal will be provided by private hauler.
- No Sidewalks will be provided in the public R.O.W. of South Church St.
- Entry signage will be consistent with building materials.
- Telecommunication and television equipment will be mounted on the roof of the building and screened by parapet wall.
- AC units will be located on the roof of the building and screened by parapet wall.

Building Elevations Materials

Front Elevation:	Masonry Materials (Brick Veneer, Stone Veneer, Metal Canopy, Glass etc)
Side Elevations:	Masonry Materials (Brick Veneer, Stone Veneer, Metal Canopy, Glass etc)
Rear Elevations:	Masonry Materials (Brick Veneer, Stone Veneer, Metal Canopy, Glass etc)



*Different colors, cuts and patterns will be allowed.

Allowable Uses

The immediate end user for the subject property is currently unknown. The allowable uses outlined on this page are reflected within the Commercial Highway (CH) District as per March 2023, Murfreesboro Zoning Ordinance. The subject property will allow the following uses listed in table to the right.

Prohibited Uses

The Applicant has also agreed to the following prohibited uses listed below

- Primary Pain Clinic.
- Primary Drug & Alcohol Rehab Centers.
- Vape/Cigarette Shop.

PERMITTED USES
COMMERCIAL
Antique Shop <3,000 Sq.Ft.
Art or Photo Studio or Gallery
Bakery, Retail
Bank or Credit Union, Branch Office or Main Office
Barber or Beauty Shop
Book or Card Shop
Business and Communication Services
Catering Establishment
Clothing Store
Convenience Sales and Service, Max. 5,000 Sq.Ft. Floor Area
Dentist
Discount Store
Dry Cleaning
Financial Service
Flower or Plant Store
Health Club
Interior Decorator
Karate, Instruction
Keys, Locksmith
Laboratories, Medical
Laboratories, Testing
Medical Office or Clinic
Medical Services
Offices
Optical Dispensaries
Personal Service Establishment
Pet Shops
Pharmacies, Apothecaries
Reducing and Weight Control Service
Retail Shop, Other Than Enumerated Elsewhere
Specialty Shop
Urgent Care Clinics
Veterinary Office

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (CH)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	42	42	-
MINIMUM SIDE SETBACK (FT.)	0	8	+8
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	75	27	-48

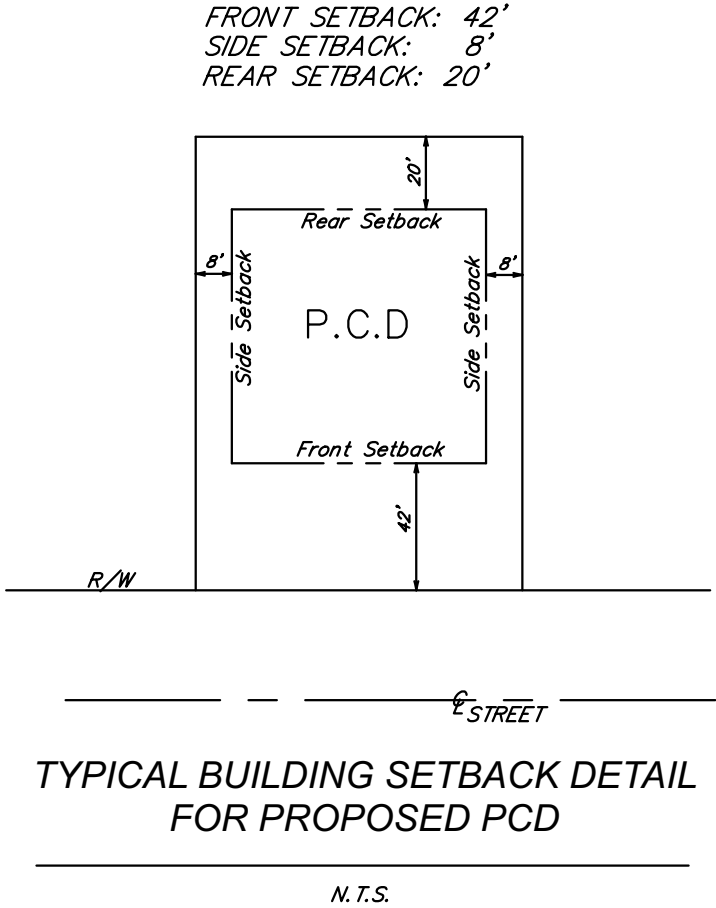
PCD Exception Request Summary

- Requesting an exception to the required 15-ft wide Type 'D' Buffer along the southern property line. This request is for a 5' Perimeter Planting Yard with an opaque fence in lieu of the buffer. This request is based on the probability that the properties to the south will be developed commercially in the future and when that time comes only a perimeter planting yard would be required. Our proposed site plan will have two stub access driveways to the southern property as recommended by the planning staff. To plant a full Type 'D' buffer with and opaque fence knowing it will all be torn out in the future is the reason behind our request.
- Requesting an exception to the 5-ft setback required for the dumpster along the northern property line. The request is for a 3-ft setback. The reduced setback will allow for required screen planting while maximizing the number of parking spaces along the northern parking lot.
- Requesting an exception from providing the required formal open space. The proposal will be a smaller seating cluster with pavers and three benches and enhanced landscaping around this patio area and along the building frontage. We are requesting this to have a more useful space in lieu of requirement as per staff recommendations.

SITE DATA	Entire Parcel (sq.ft.)
TOTAL LAND AREA	20,522
TOTAL IMPERVIOUS	12,419
TOTAL PERVIOUS	8,103
TOTAL BUILDING COVERAGE	3,600
TOTAL PARKING LOT COVERAGE	10,646

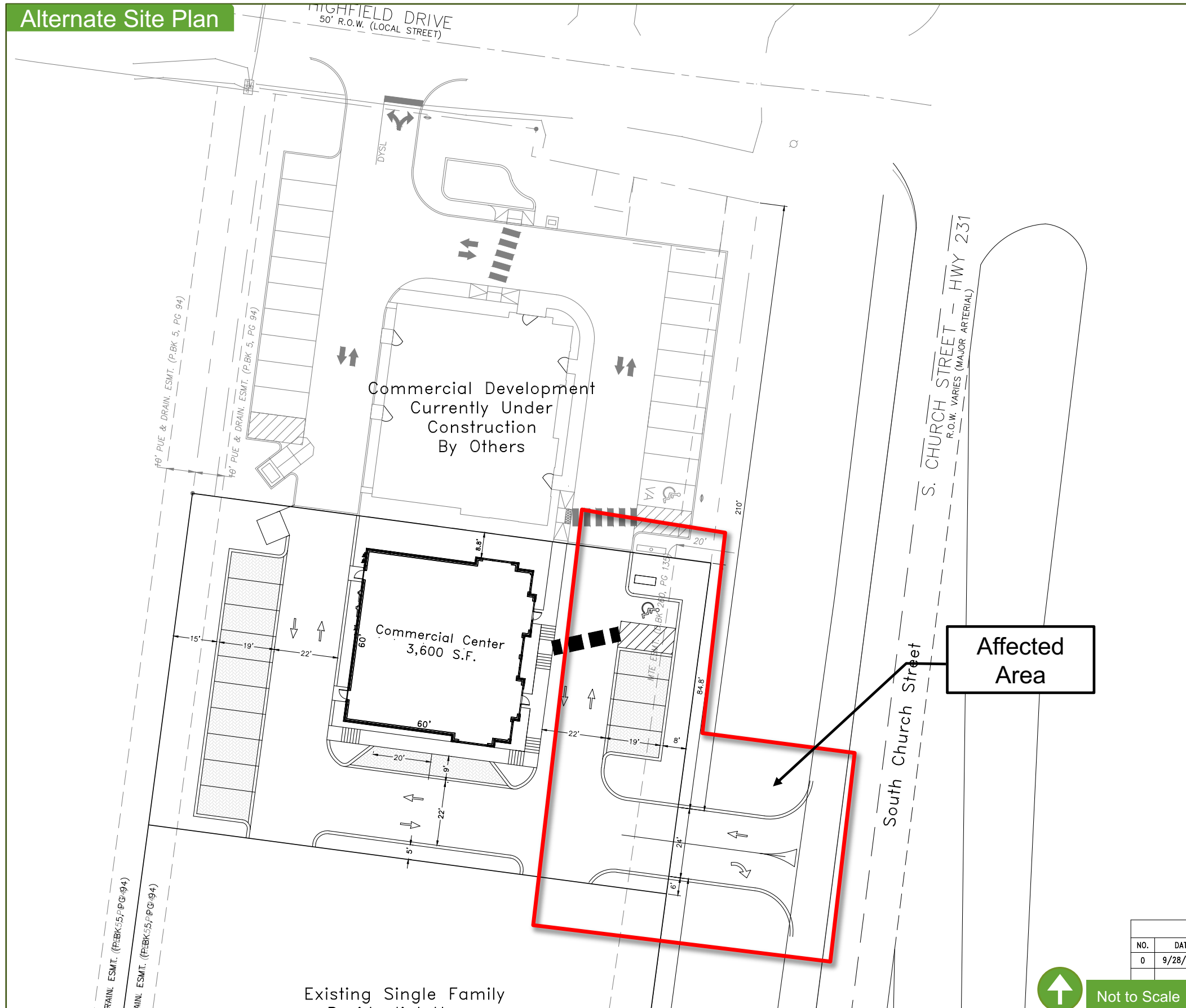
*Areas are rounded up to the nearest sq.ft.

Setback Information



City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on pages 3-9.](#)
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 on pages 11-13.](#)
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 on Page 10.](#)
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 on Page 14.](#)
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; [Not Applicable in this situation.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [Shown in pattern book pages 21-23.](#)
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; [Development will be constructed in single 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; [Not applicable in this situation.](#)
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: Requesting an exception to the required 15-ft wide Type 'D' Buffer along the southern property line.](#)
 - [EXCEPTION 2: Requesting an exception to the 5-ft setback required for the dumpster along the northern property line.](#)
 - [EXCEPTION 3: Requesting an exception from providing the required formal open space.](#)
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; [The project is not within any overlays.](#)
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; [Not applicable in this situation.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [Shown in pattern book on page 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [Shown in pattern book on pages 15-18.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: [Shown in pattern book on page 19.](#)



Map Summary

- If supported by City Staff & TDOT, and a variance is approved by TDOT the intention is to utilize this driveway alignment to accommodate better site circulation. Otherwise, the layout shown on the Site Plan will be utilized.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director of Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Joel Aguilera, Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

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

4. Approve minutes of the February 21, 2024 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the February 21, 2024 Planning Commission meeting minutes; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

Zoning application [2024-401] for approximately 0.47 acres located at 3416 South Church Street to be zoned to PCD (3416 South Church Street PCD) simultaneous with annexation, Greg Patel applicant.

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

Mr. Chris Maguire (civil engineer) and Mr. Clyde Rountree (landscape architect) were in attendance to represent the application. Mr. Clyde Rountree gave a brief presentation regarding the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas

Nay: None

Zoning application [2024-402] for approximately 2.2 acres located along West Thompson Lane to be rezoned from RS-15 to PRD (Kings Landing Annex PRD), Black Diamond Development applicant.

Mr. Matthew Blomeley presented the Staff

ORDINANCE 24-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 0.47 acres at 3416 South Church Street as Planned Commercial Development (PCD) District (3416 South Church Street PCD) simultaneous with annexation; Greg Patel, applicant [2024-401].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

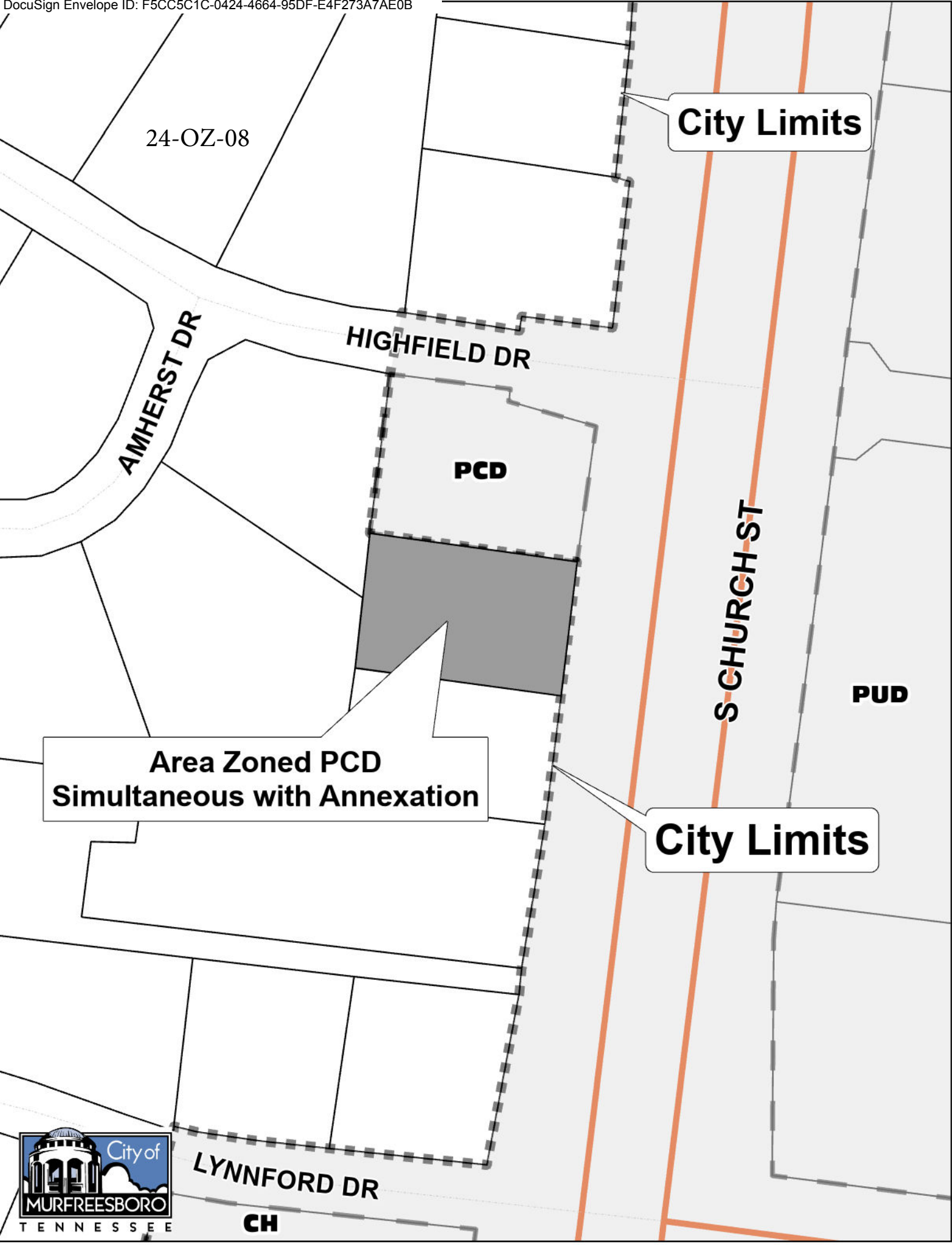
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

SEAL



City Limits

24-OZ-08

AMHERST DR

HIGHFIELD DR

PCD

S CHURCH ST

PUD

Area Zoned PCD
Simultaneous with Annexation

City Limits

LYNNFORD DR

CH



COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Rezoning property along West Thompson Lane
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 2.2 acres located along West Thompson Lane west of Northboro Court.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request.

Background Information

Black Diamond Development presented to the City a zoning application [2024-402] for approximately 2.2 acres located along West Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on March 6, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of six single-family detached homes and twelve single-family attached homes.

Attachments:

1. Ordinance 24-OZ-09
2. Maps of the area
3. Planning Commission staff comments and minutes from the 03/06/2024 meeting
4. Kings Landing Villas Annex PRD pattern book
5. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

MARCH 6, 2024

PROJECT PLANNERS: MARGARET ANN GREEN AND MATTHEW BLOMELEY

- 5.e. Zoning application [2024-402] for approximately 2.2 acres located along West Thompson Lane to be rezoned from RS-15 to PRD (Kings Landing Annex PRD) Black Diamond Development applicant.**

The subject property is located along the north side of West Thompson Lane, just west of Northboro Court (Tax Map 058, Parcel 088.00). The property consists of 2.2 acres and is zoned RS-15 (Single-family Residential District 15). There is currently one single-family house located on the subject property, and it is intended to be demolished prior to development. The applicant, Black Diamond Development, is requesting to rezone the subject property to PRD (Planned Residential District) to add this parcel to the existing Kings Landing Villas development. When the original Kings Landing Villas PRD received zoning approval in 2021, it was anticipated at that time that this additional 2.2 acres would be rezoned in the future to integrate it into the development.

Adjacent Land Use and Zoning

The subject area is surrounded by the Kings Landing Villas PRD, which has been under development in recent years. Tuscany PRD is to the west and consists of single-family detached homes in a horizontal property regime. Generals Landing PRD is to the east and consists of single-family attached townhomes in a horizontal property regime as well as single-family detached lots. MTSU's Miller Coliseum and the City's Siegel Soccer Complex are further east and northeast, respectively. Northside Baptist Church is directly to the south of the subject property across West Thompson Lane and Siegel High School is to the southeast.

Kings Landing Villas PRD:

The applicants have made an application to rezone the property to PRD. The purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures; to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities; to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion; to encourage the total planning of land tracts consistent with adopted long-range plans;
2. to permit the use of new and innovative land development techniques while assuring

protection of existing adjacent development;

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

The Kings Landing Villas Annex PRD is a proposed 2.2-acre development with 12 townhomes (single-family attached) and 6 single-family detached houses. The Kings Landing Villas Annex PRD has a density of 8.2 dwelling units per acre prior to being combined with the Kings Landing Villas PRD. The development proposal includes the creation of public rights-of way, solid waste services provided by the City, and the incorporation of street trees within the development. The common areas are to be maintained by a homeowner's association.

SINGLE-FAMILY DETACHED HOMES

The single-family, detached homes will have 2-car garages. Each dwelling will maintain a 35-foot front setback that allows 4 cars to park in the driveway. These lots are comparable to the RS-6 (Single-family Residential District 6) zoning district. Below are the special standards that apply to RS-6 properties, which appear to be upheld by the plan:

- In the RS-6 district, the facades of principal structures shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade.
- In the RS-6 district, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage in the RS-6

district shall have sufficient width and depth to accommodate four vehicles. A single-family dwelling unit that has no garage shall have a minimum front setback of 35 feet.

SINGLE-FAMILY, ATTACHED TOWNHOMES

The single-family, attached townhomes will be sold under a horizontal property regime (HPR). Of the 12 proposed townhome units, 4 are proposed to be 2-bedroom and 8 are proposed to be 3-bedroom. All units will have 2-car garages. Each dwelling maintains a 35-foot front setback for the garage with a 25-foot front setback for the balance of the structure. The townhome portion of the development will meet minimum parking requirements using the driveway spaces and does not need to rely on the garage spaces to meet minimum parking requirements. These units are most closely related to the RS-A (Single-Family Residential Attached), Type 2 Suburban Townhouse district. Below are the special standards that apply to RS-A, Type 2 developments.

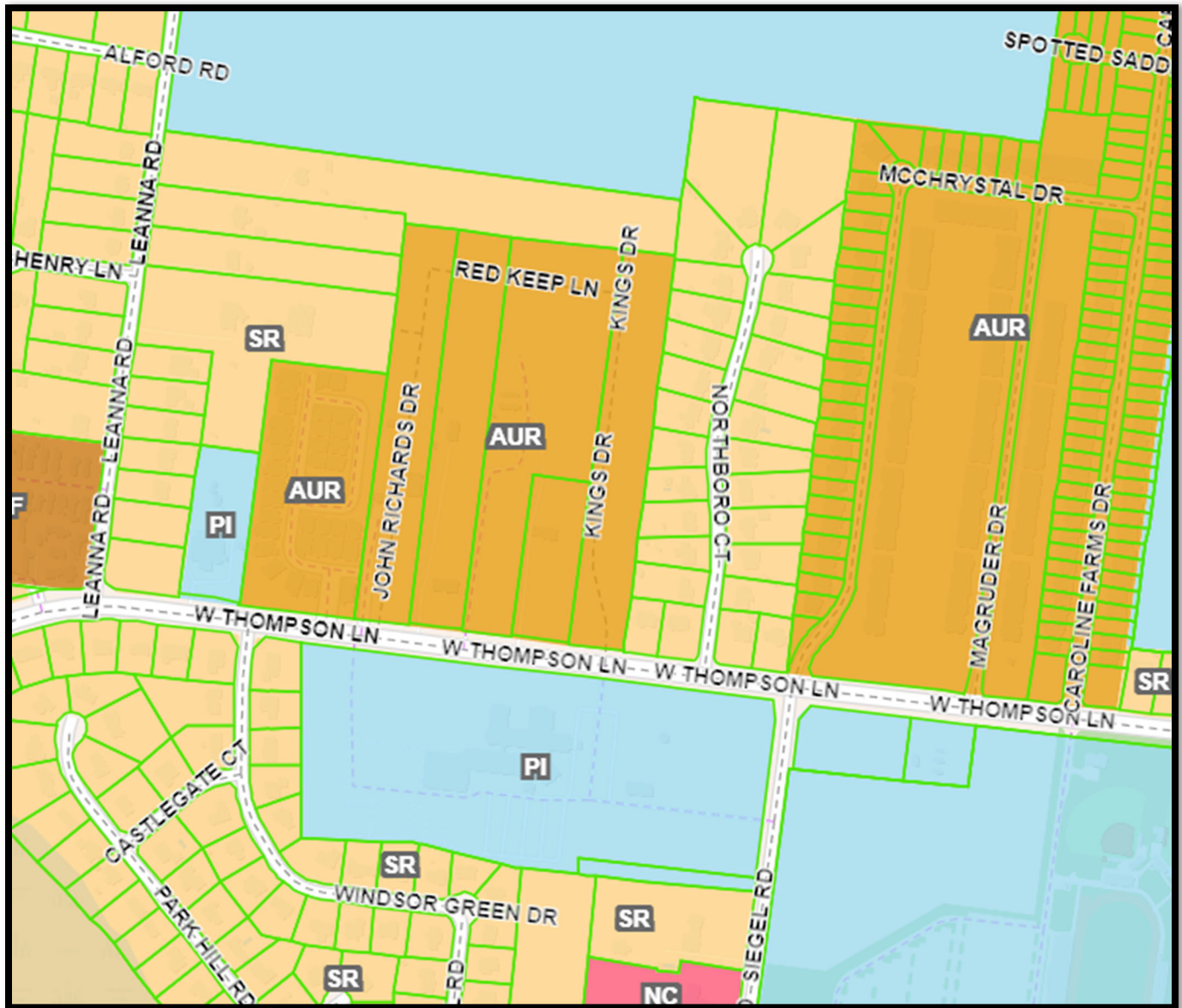
- In the RS-A district, the facades of townhouse units shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade.
- In the RS-A district, a row of Type 2 (Suburban Townhouse) townhouses shall consist of a minimum of 3 townhouse units and no more than 8 townhouse units or 240 feet of building length, whichever is less.
- In the RS-A district, Type 2 (Suburban Townhouse) developments shall set aside a minimum of ten percent (10%) of the gross development area as open space. At least fifty percent (50%) of the open space set-aside shall be designated as formal open space and shall be maintained in perpetuity by the developer and/or Homeowners Association (HOA). A formal open space shall consist of a minimum of 5,000 square feet and may include hardscape improvements, street furnishings, recreational facilities, and amenity structures (i.e., gazebos, arbors, band shells, etc.).

EXCEPTIONS

The ordinance approving the planned development may provide for such exceptions from the zoning regulations governing use, density, area, bulk, parking, and such Subdivision Regulations 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 ordinance approving a planned development contains a clear statement of exceptions to them, the standards and criteria and regulations of the most similar bulk zoning district will apply.

The PRD pattern book identifies one exception for this proposed development -- allowing the non-garage portion of the townhomes to have a 25' front setback, instead of the required 35'.

Future Land Use Map and Chapter 4



The Murfreesboro 2035 **Future Land Use Map** indicates that Auto-Urban Residential Character (AUR) is most appropriate land use character for the subject property. Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the AUR land use character as:

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

Development Types:

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

Characteristics:

- Landscape enhancements are relative to urban scale and land use.
- Strong amenity packages with active recreation areas that serve all age groups including amenities such as playgrounds, pools, multi-modal paths, clubhouses, and neighborhood recreational opportunities.
- Emphasis on connectivity within the development.
- Street trees or front yard trees located near lot line to help integrate new development patterns into established communities.
- Single-family, detached located adjacent to existing neighborhoods with other development types located away from the existing neighborhoods. Lots on periphery sized consistent with the existing lots within of adjacent city neighborhoods.
- Typical density ranges are from 4.0 to 12 (DU/ac.)
- Specific densities must be evaluated based on infrastructure and utility capacities and availability.
- Any densities that exceed the city sanitary sewer allocation ordinance and resolution must be approved by City Staff and City Council.

Criteria for Attached Residential Development in the AUR District

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

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

While some of the characteristics and criteria above might not be met, the proposed residential uses and density are generally consistent with the recommendations of the comprehensive plan,

relative to this property. When taken in context with the fact that it is surrounded on three sides by a development that has been approved with an existing character, this appears to be an appropriate instance to apply the transition policy to allow for some amount of deviation from the specific recommended criteria for AUR.

Staff Recommendation:

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

- 1) It is generally consistent with the recommendations of the amended Murfreesboro 2035 Comprehensive Plan and Future Land Use Map.
- 2) It is compatible with the adjacent residential land uses.
- 3) The layout, design, architecture, and commitments are consistent with the already approved Kings Landing Villas PRD.

Action Needed:

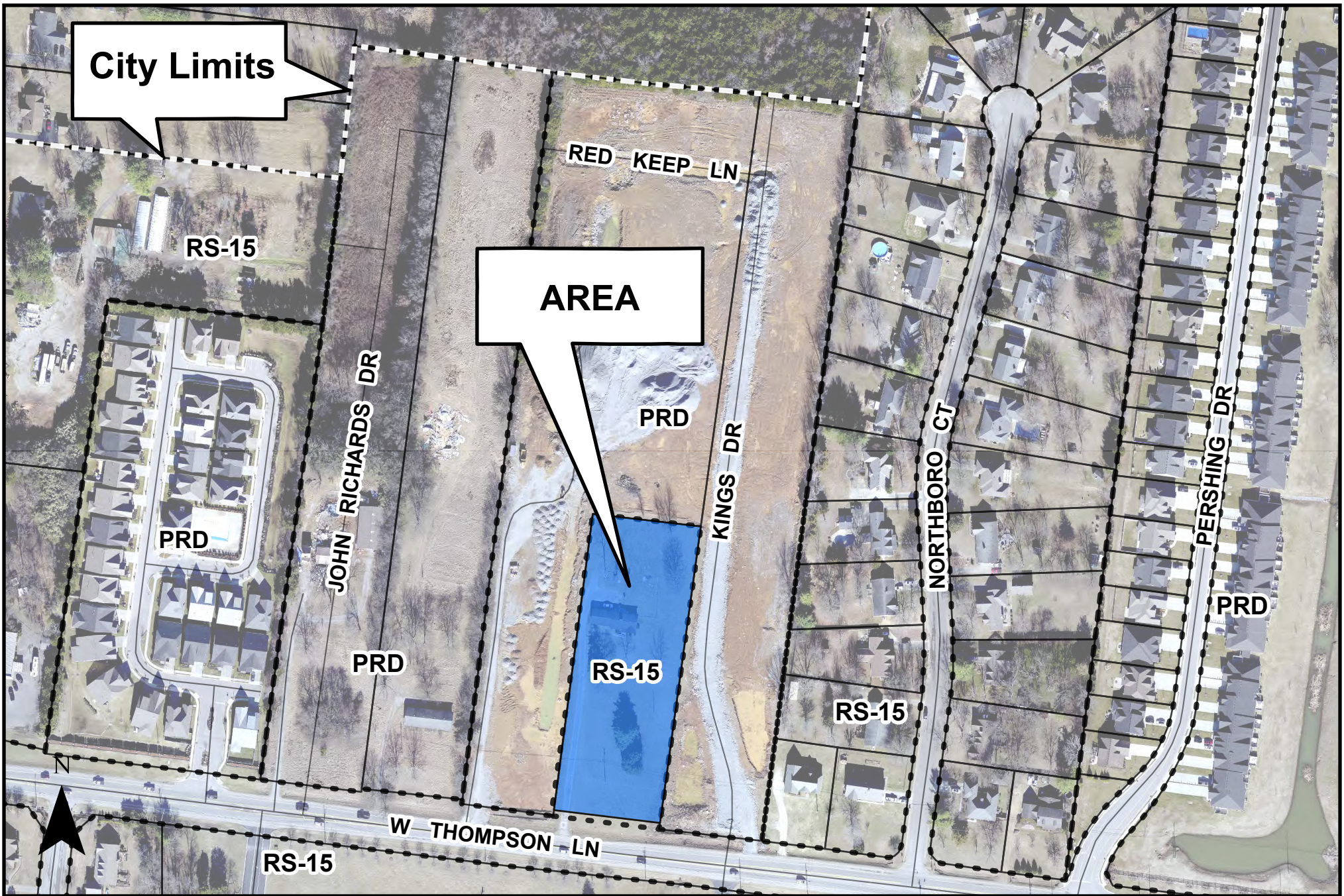
The Kings Landing Villas program book and other associated materials are included with the agenda materials. The Planning Commission will need to conduct a public hearing and then formulate a recommendation for City Council.



Rezoning request for property along West Thompson Lane
RS-15 to PRD (Kings Landing Annex PRD)

0 165 330 660 990
US Feet

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



Rezoning request for property along West Thompson Lane
RS-15 to PRD (Kings Landing Annex PRD)

0 165 330 660 990
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Huddleston-Steele Engineering

Address: 2115 NW Broadstreet **City/State/Zip:** Murfreesboro, TN, 37129

Phone: 615-893-4084 **E-mail address:** rountree.associates@yahoo.com

PROPERTY OWNER: Black Diamond Construction LLC

Street Address or property description: 674 W Thompson Lane, Murfreesboro, TN, 37129

and/or Tax map #: Group: Parcel (s): 058 N/A 08800

Existing zoning classification: RS-15

Proposed zoning classification: Acreage: PRD 2.2 +/-

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree, 615-509-5930

E-mail: rontree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): 

DATE: 01/16/24

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

Date received: MPC YR.: MPC #: _____

Amount paid: Receipt #: _____

1.17.2023

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

Re: Rezoning Request

Described as Tax Map 058, Parcel 08800 consisting of 2.2 +/- ac. to be rezoned from RS-15 to PRD.

Dear Mr. Greg,

On behalf of our client, Black Diamond Construction, we hereby request the rezoning of the property identified by tax map 058, Parcel 08800, consisting of approximately 2.2+/- acres from RS-15 to PRD. The purpose for this rezoning is to construct an additional 6 single family detached homes and 12 attached townhomes.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

April 17, 2024

Matthew T. Blomeley
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: Kings Landing Villas Annex PRD
PRD Book Summary of Changes

Dear Matthew,

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

Program Book Revisions

Development Services – Planning

Matthew T. Blomeley, 615.893.6441, mblomeley@murfreesborotn.gov

Cover Page : Updated submission information to reflect progression of application to city council public hearing.

Page 16: Updated front elevation diagram for attached homes to better reflect floor plans.

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

Sincerely,

Clyde Rountree

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

Kings Landing Villas Annex

PLANNED RESIDENTIAL DEVELOPMENT



SUBMITTED ON APRIL 12, 2024, FOR THE MAY 2ND , 2024

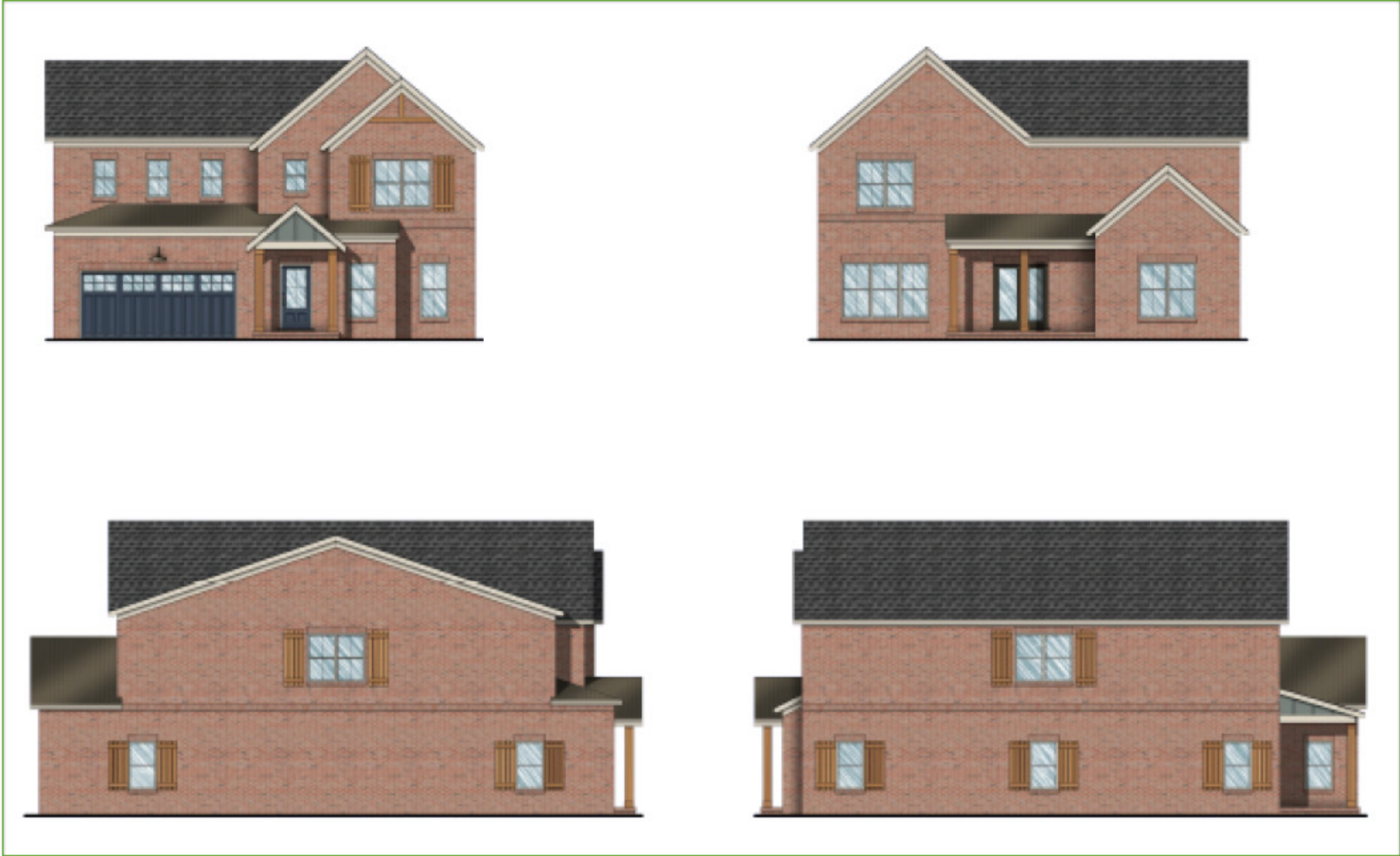
CITY COUNCIL PUBLIC HEARING

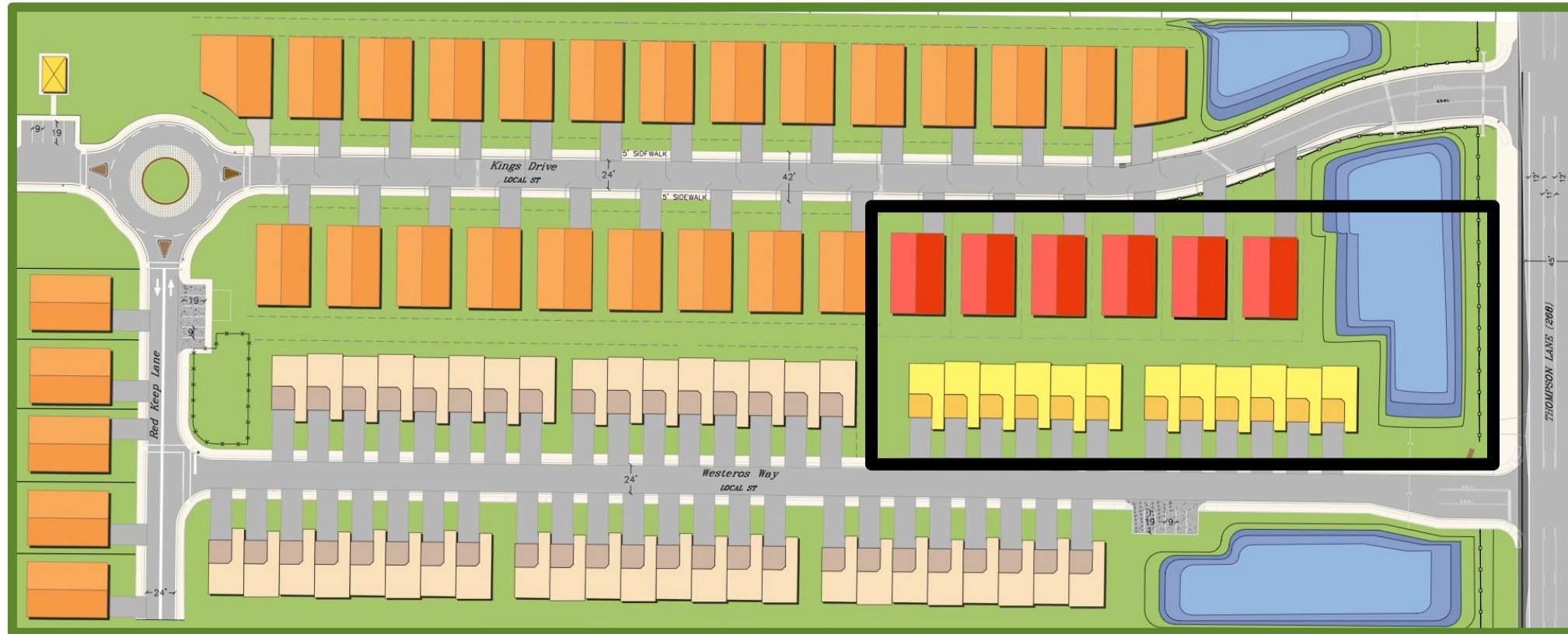
Plans Prepared By:



Sheet Index

- 1. DEVELOPMENT TEAM
- 2. PROJECT AMENDMENT SUMMARY
- 3. ZONING MAP
- 4. FUTURE LAND USE MAP
- 5. UTILITY MAP - WATER & ELECTRICITY
- 6. UTILITY MAP - SEWER
- 7. ROADWAY MAP
- 8. MAJOR THROUGHFARE PLAN
- 9. DRAINAGE & EASEMENT PLAN
- 10. SOIL & TOPOGRAPHY
- 11. EXISTING EASEMENTS & STORMWATER
- 12. AERIAL MAP
- 13. EXISTING CONDITIONS
- 14. EXISTING CONDITIONS CONT'D
- 15. SITE PLAN
- 16. ARCHITECTURAL ELEVATIONS - ATTACHED HOMES
- 17. ARCHITECTURAL ELEVATIONS - OPTION 1
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- 22. CONCEPTUAL LANDSCAPE PLAN
- 23. DETENTION PONDS & SIGNAGE
- 24. AMENITY PLAN
- 25. PHASING PLAN
- 26. PRD VS. BULK ZONING REQUIREMENT COMPARISON
- 27. PLANNED DEVELOPMENT CRITERIA
- 28. PLANNED DEVELOPMENT CRITERIA CONT'D





Planning and Engineering



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

Developer

Black Diamond Development
Att: Randy Friedsam & Kelly Wilson
851 East Jefferson Pike
Murfreesboro, TN, 37130
Tel: 615.801.2702
Mail: randy192413@gmail.com

Architecture/Design

JTaylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN, 37129
Tel: 615.542.4675
Mail: jamie@jtaylordesigns.net

Project Amendment Summary

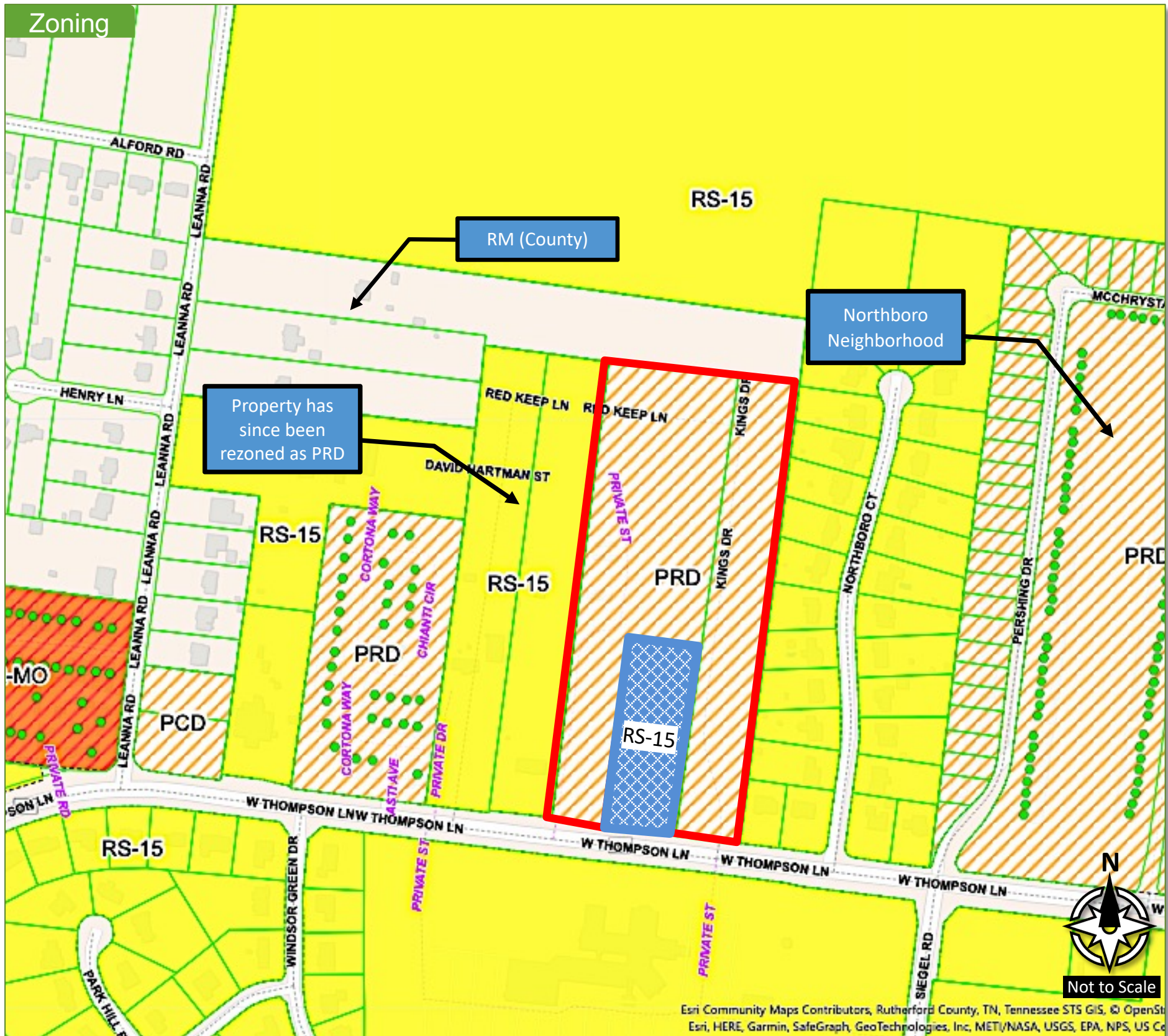
The northern portion of Murfreesboro continues to be one of the more active areas for development. The proximity to Siegel Elementary, Middle and High Schools make the location highly desirable for growing families. With the development of Tuscany and Generals Landing and now the introduction of the Kings Landing Villas this area is seeing quality new developments with a mixture of single family attached and single-family detached homes. This housing mixture broadens the home buying opportunities for a wider market of potential homeowners ranging from the first-time home buyer to the empty nester.

Kings Landing Villas Annex is a residential development on 2.20 acres of land with 18 homes planned. The development will be attached homes with front entry garages and nicely appointed landscaped yards and detached homes with front entry garages and a minimum of 6000 square foot lots. Annex will include the construction of 12 single family attached homes and 6 single family detached homes. Sidewalks will be constructed on both sides of the street throughout the development. Kings Landing Villas Annex will have minimum home sizes of 1600 square feet for the single-family detached homes and 1000 square feet for the single-family attached homes. The Kings Landing Villas development included the construction of a covered pavilion, mail kiosk, dog run and the associated parking.

The combined density of Kings Landing Villas and Annex development is 5.9 +/- units per acre. This density is below the maximum allowed by the sewer allocation ordinance and below the densities of the most recent developments along West Thompson Lane less than a 1/2 mile from the subject property. All common areas including amenities, open space, landscaping and stormwater facilities will be maintained by the HOA.

Zoning Map

Kings Landing Villas Annex PLANNED RESIDENTIAL DEVELOPMENT

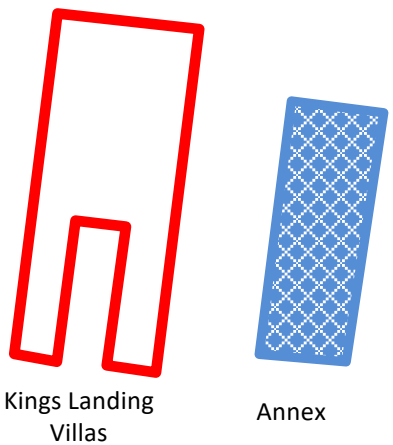


Summary

- The subject property is bordered by Kings Landing Villas.
- Kings Landing Villas and Kings Landing Villas Annex have a combined density of 5.9 Units per Acre.
- The combined property is bordered by properties zoned RS-15 on the southern boundary, and PRD to the west. To the north is zoned RS-10; to the east, is zoned RS-15.
- The proposed zoning for the subject property is a Planned Residential Development (PRD) with a combination of townhouse types (HPR) and single-family detached homes.

Legend

RS-15	Residential Single Family (RS-15)
RM	Residential Multi Family (RM)
RD	Residential Duplex (RD)
R-MO	Residential Mobile Home (R-MO)
CL	Commercial Local (CL)
CM	Commercial Medical (CM)
CP	Commercial Planned (CP)
CF	Commercial Fringe (CF)
CH	Commercial Highway (CH)
PCD	Planned Commercial Development (PCD)
PRD	Planned Residential Development (PRD)



Future Land Use Plan

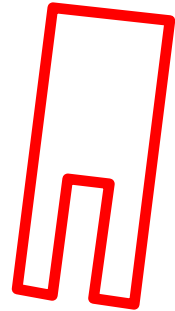


Summary

- The Future Land Use map classifies this lot as an Auto-Urban Residential. The proposed development is consistent with the recommendation of the Land Use Plan in that it allows for the combination of both single-family detached and single-family attached homes with a density range between 4.0 to 12 units per acre.

Legend

AUR	Auto-Urban Residential
PI	Public/Private/Institution
SR	Suburban Residential
MF	Multi-Family Residential

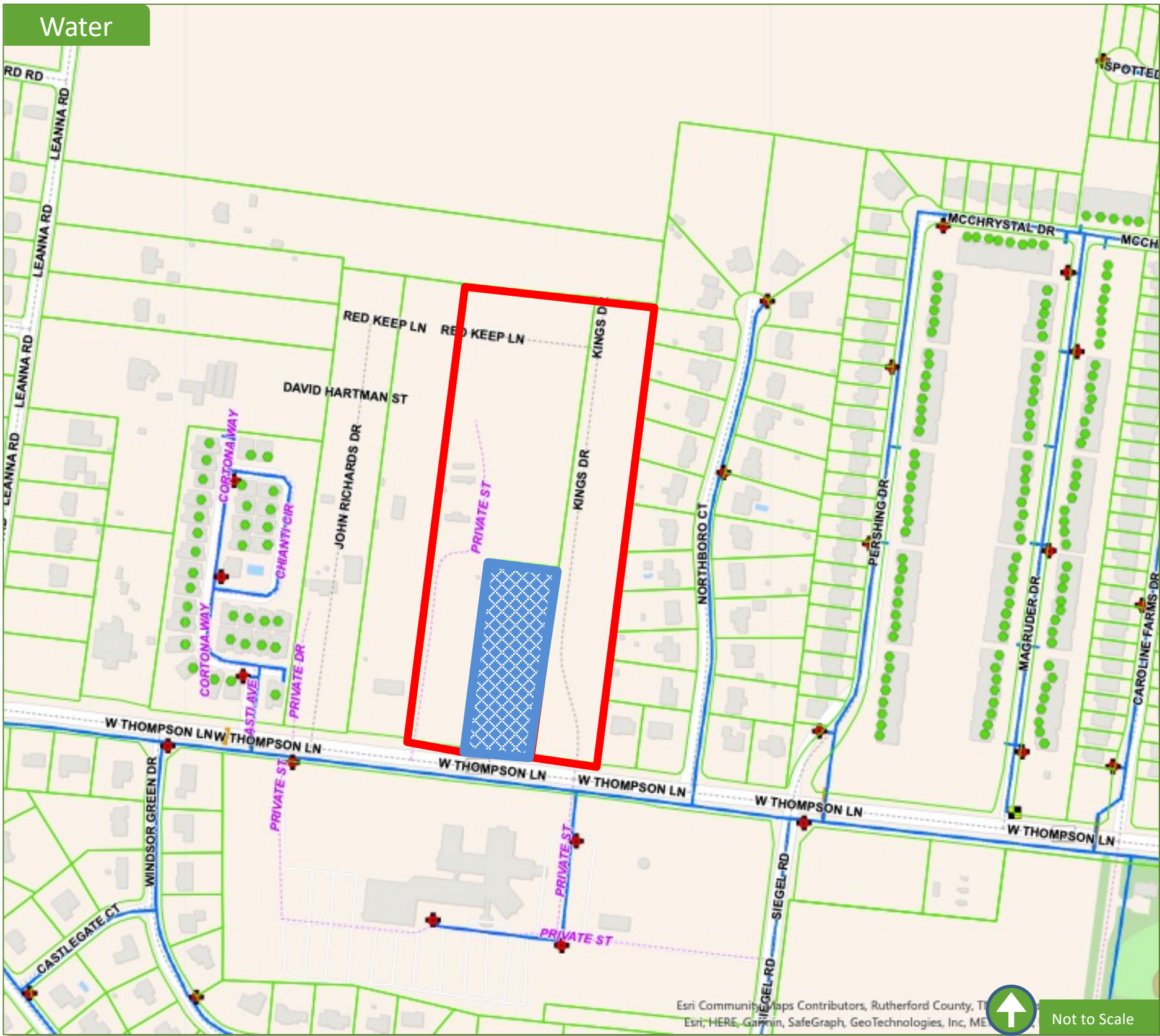


Kings Landing Villas



Annex

Utility Map - Water, Electricity



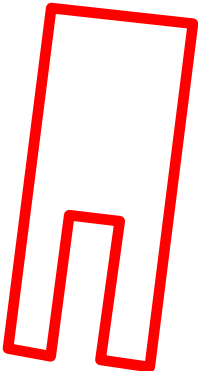
Map Summary

- Water services will be provided by the Murfreesboro Water Resources Department.
- Electricity will be supplied by Middle Tennessee Electric (MTE).
- Natural Gas will be supplied by Atmos Energy.
- This property requires no sewer allocation variance.

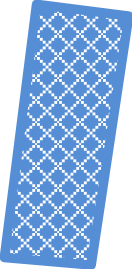
Legend



WATERLINE: 
FIRE HYDRANT: 



Kings Landing Villas



Annex

Utility Map - Sewer



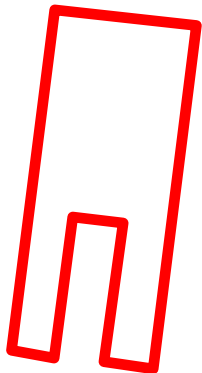
Map Summary

- The developer has communicated with Murfreesboro Water Resources to confirm sewer capacity. The density proposed is under the 7 units per acre allocation as stated in the “Sewer Allocation Ordinance”.

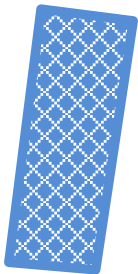
Legend



Existing Sanitary Sewer: 
Existing Manhole: 



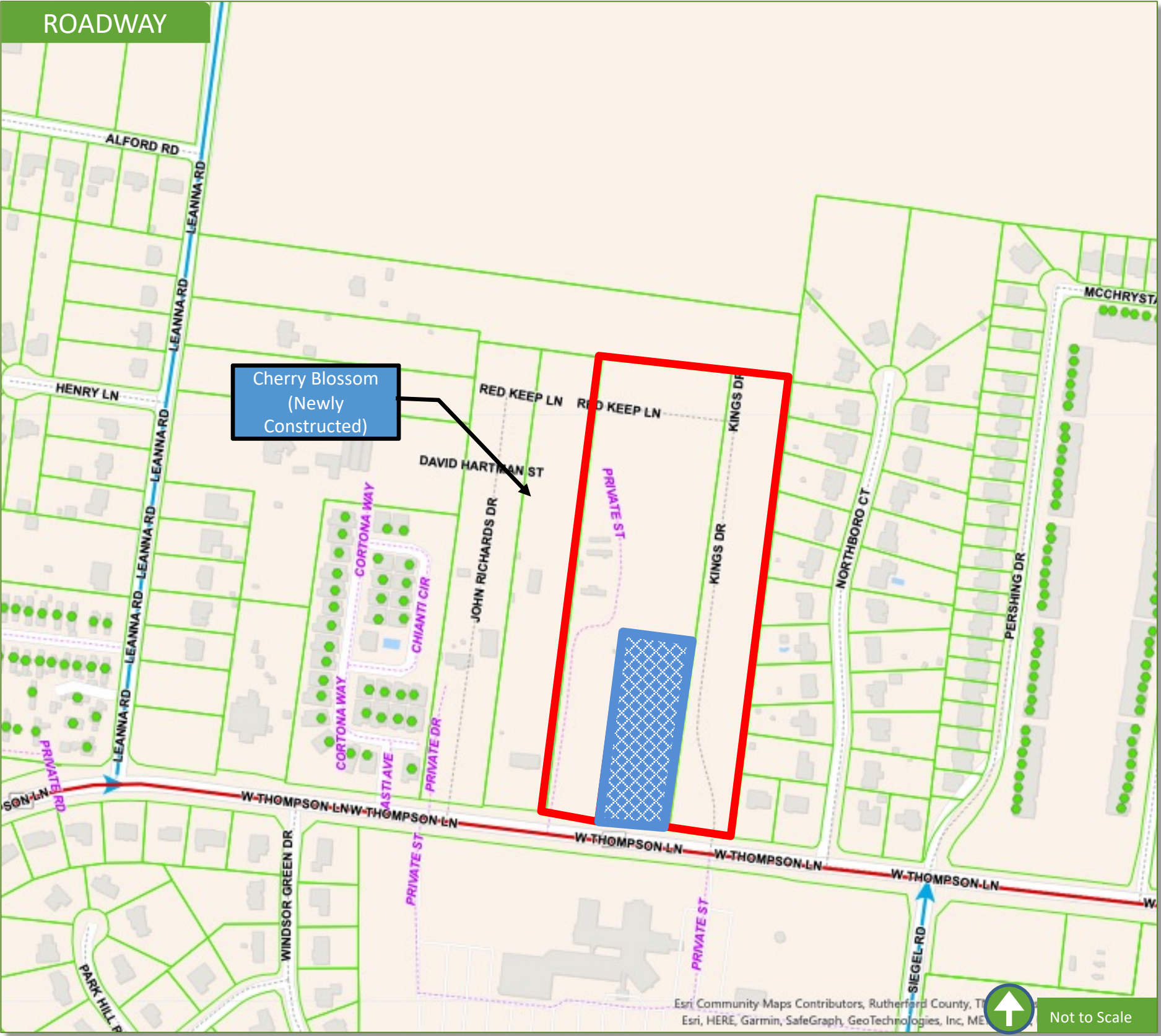
Kings Landing
Villas



Annex

Roadway Map

Kings Landing Villas Annex PLANNED RESIDENTIAL DEVELOPMENT

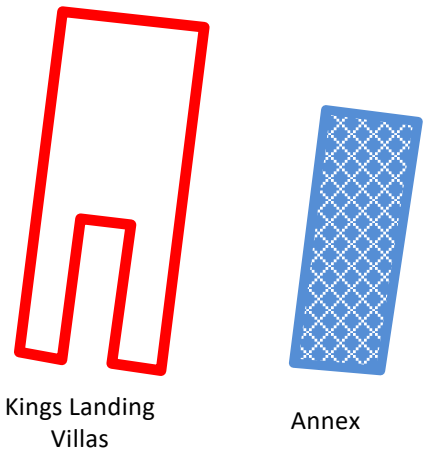


Map Summary

- The site will be primarily accessed from West Thompson Lane.
- The site will have interconnectivity on Kings Drive, Red Keep Lane and Westeros Way.

Legend

- Community Collector ———
- Major Arterial ———



Major Thoroughfare Plan

Kings Landing Villas Annex PLANNED RESIDENTIAL DEVELOPMENT

ROADWAY



Map Summary

West Thompson Lane will be expanded to a five-lane road section and the subject property will be dedicating R.O.W. for the expansion. The interior road systems will be public streets with a 42' R.O.W.. One roundabout will be designed into the street network to reduce the speed within the neighborhood.

Legend

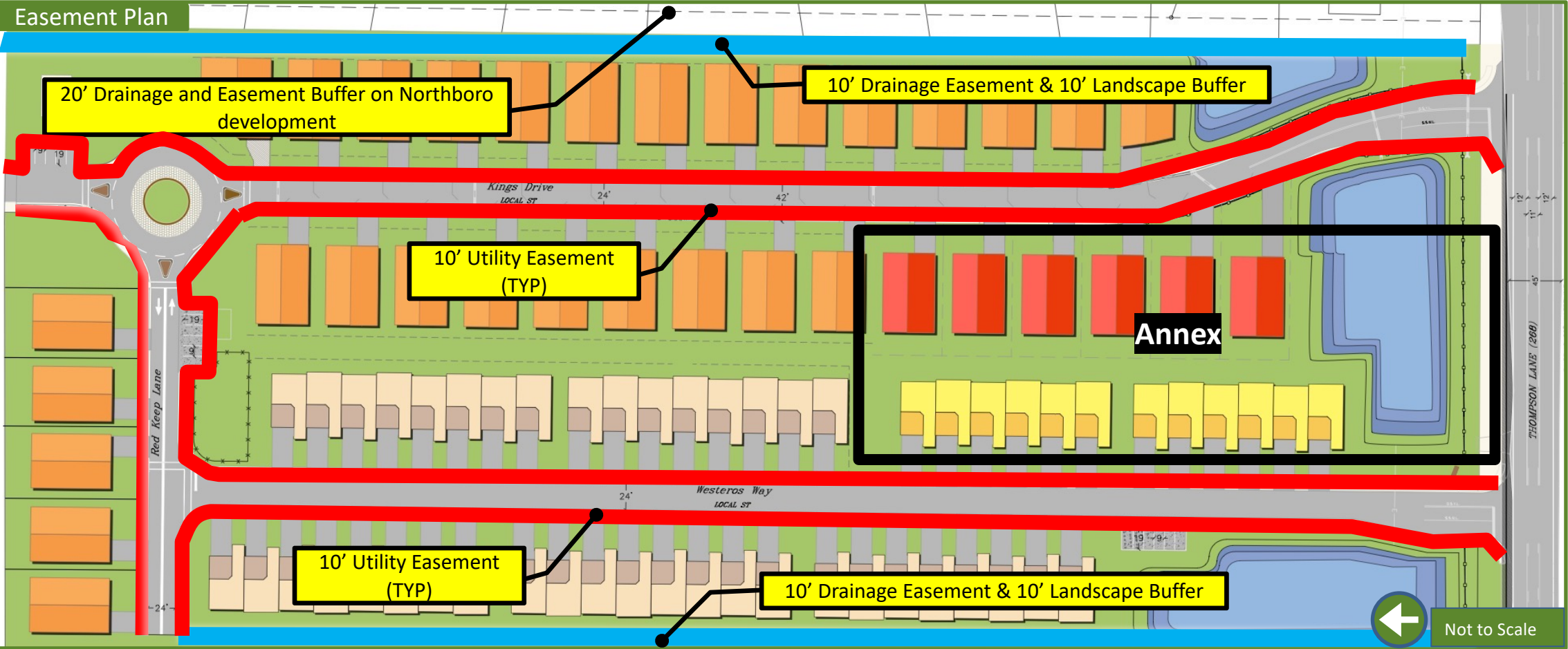
5 Lane Roadway



Kings Landing Villas

Annex

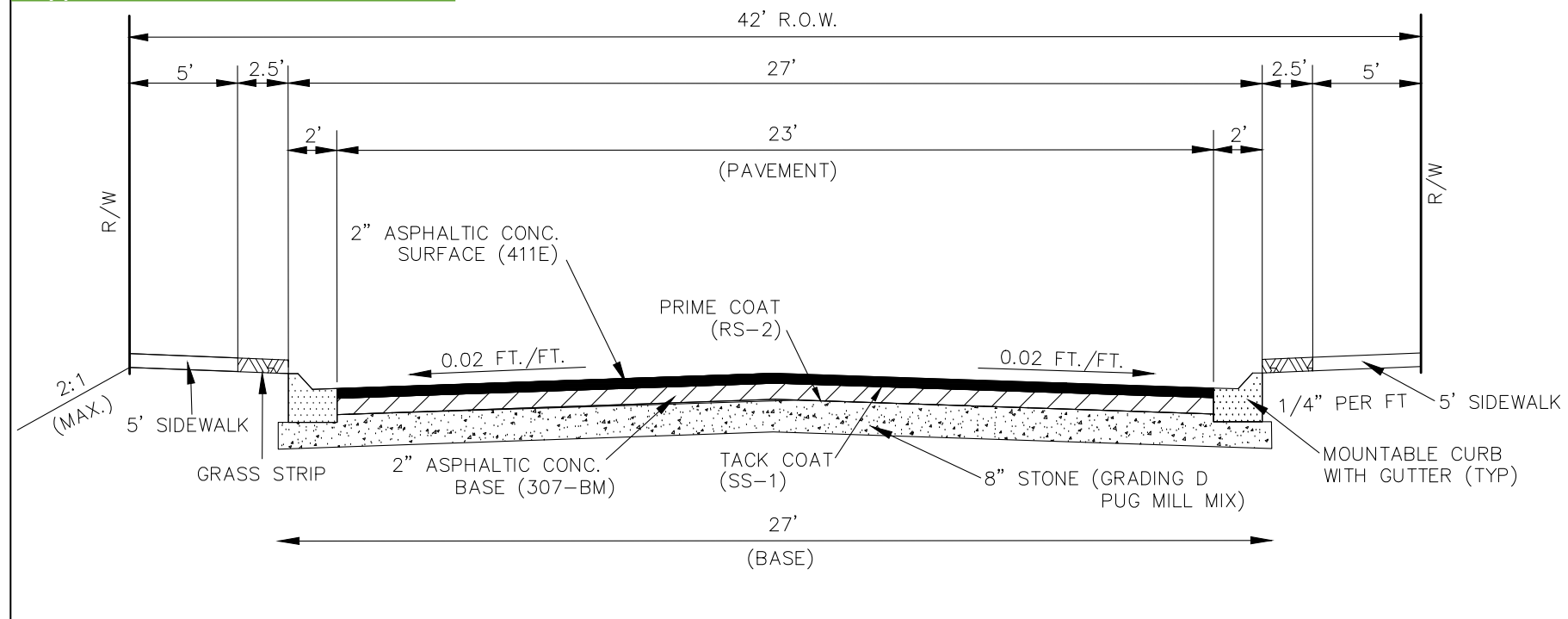
Drainage & Easement Plan



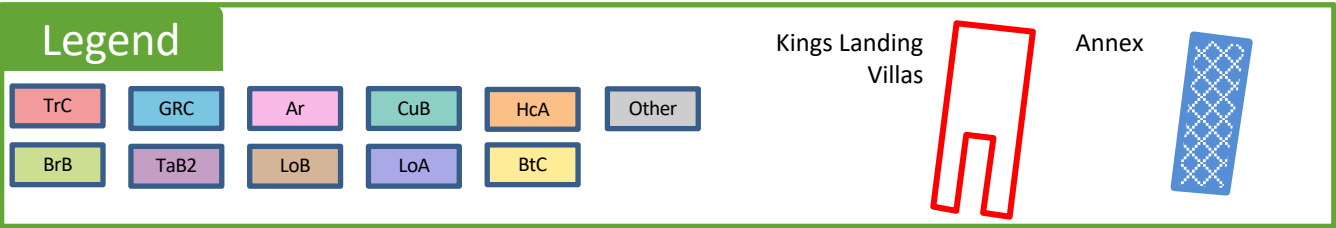
Map Summary

- Map shows all existing easements approved for Initial Kings Landing Villas Rezoning application.
- No new easements are currently affecting or required by subject property Annex.

Typical Street Cross Section

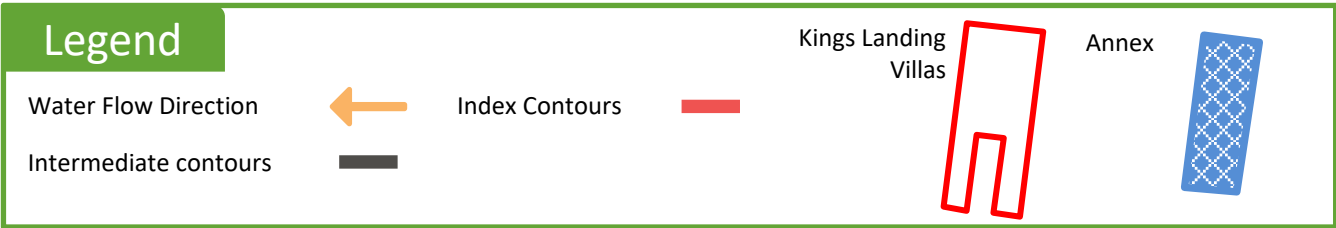
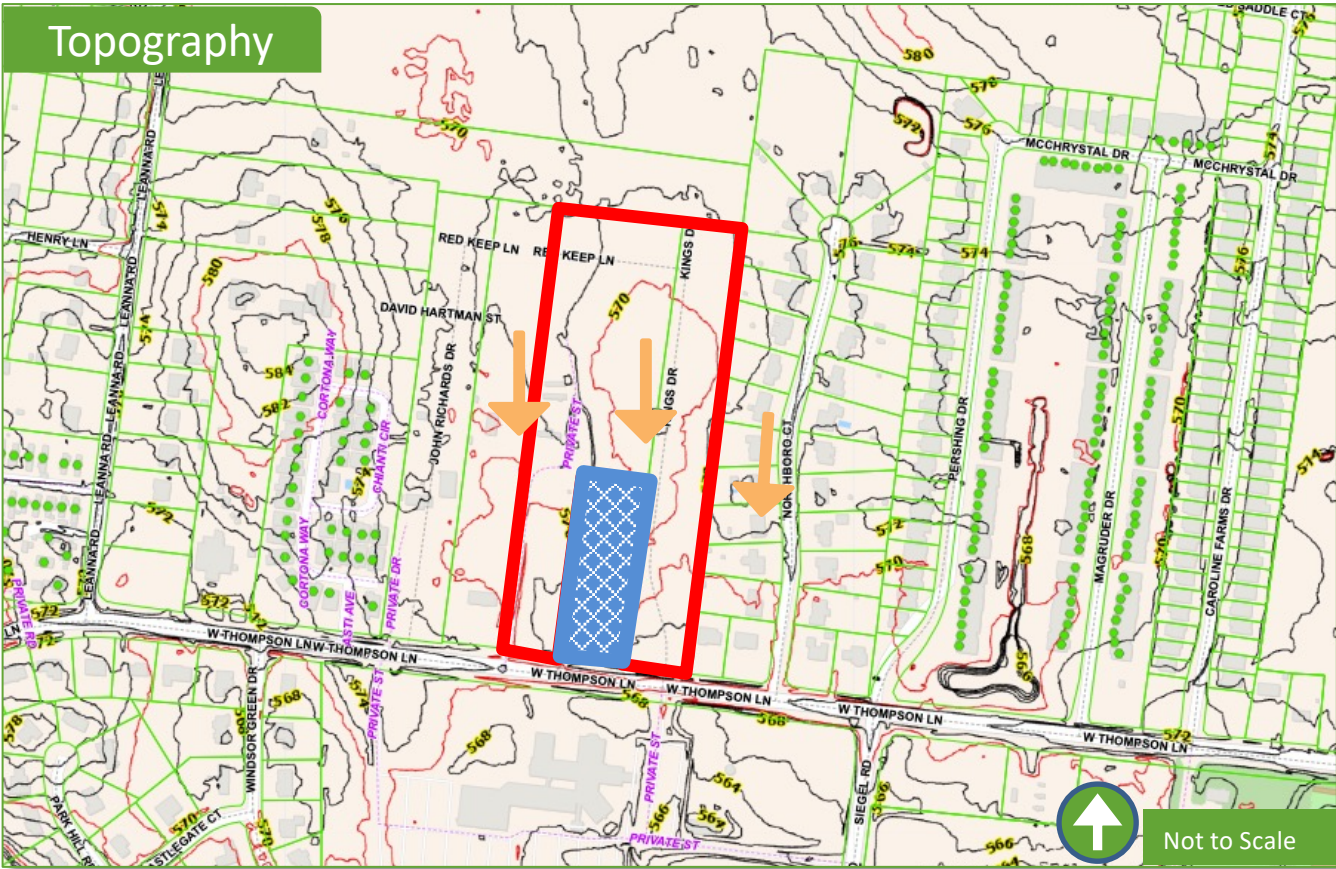


Soils & Topography



Map Summary

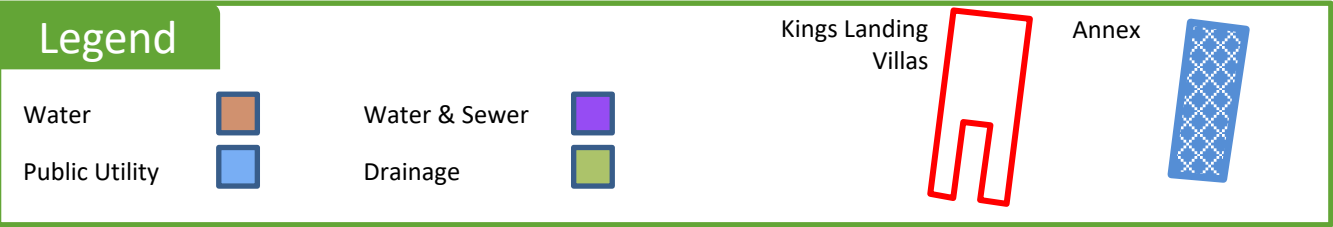
- See map above



Map Summary

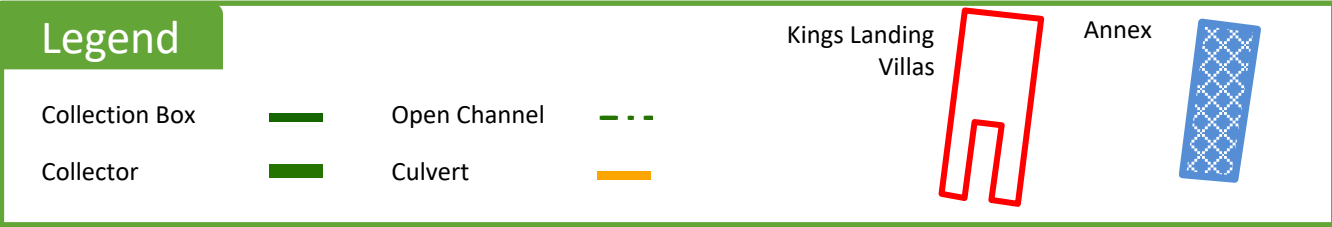
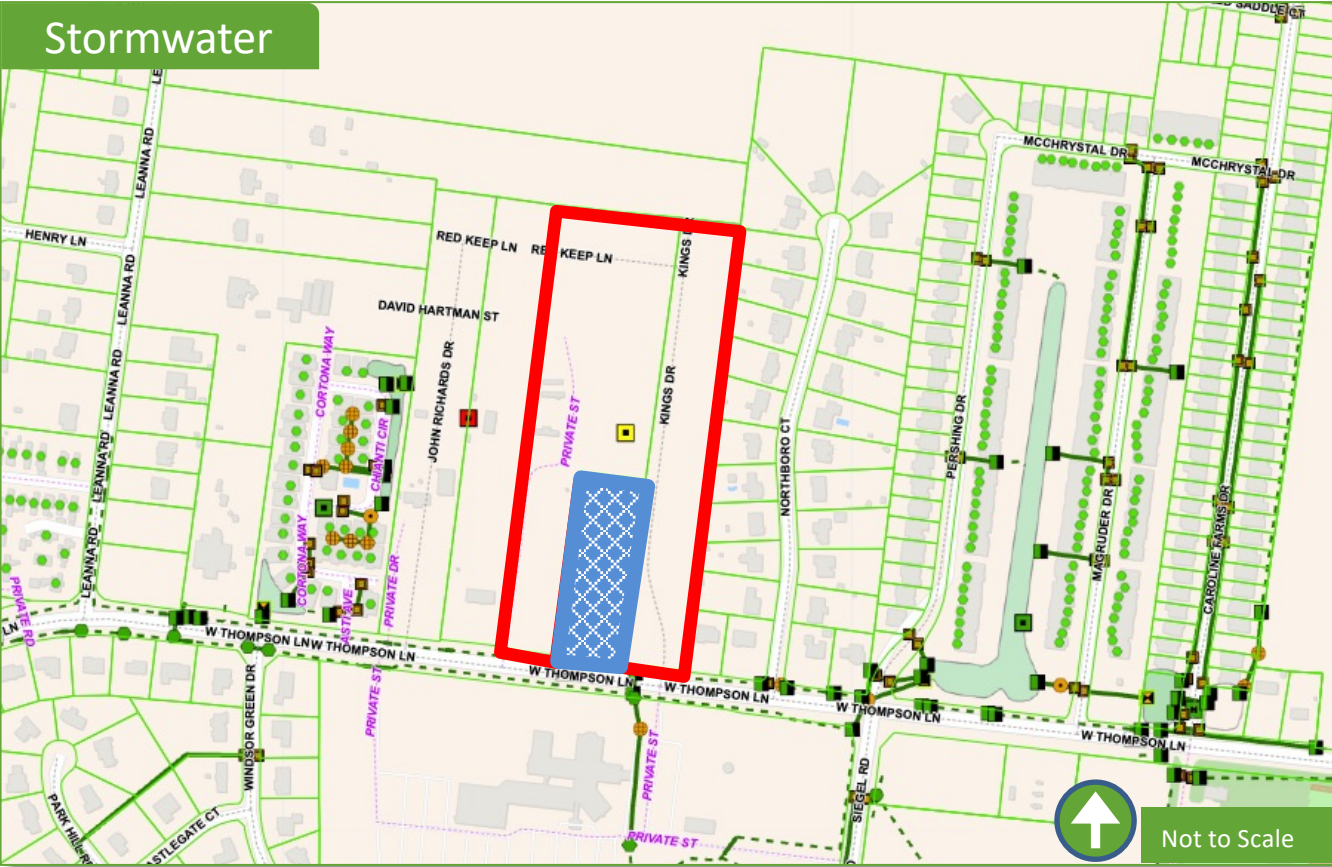
The site drains to the south towards West Thompson Lane. Four feet of grade change exists across the whole site. The proposed residential lots will drain to the street on the front and along three drainage easements in the rear. The site will drain to three detention ponds on the south of the development and will drain under Thompson Lane and eventually into Hooper Bottom.

Existing Easements & Stormwater



Map Summary

No easements will be required or affected by the Annex development.

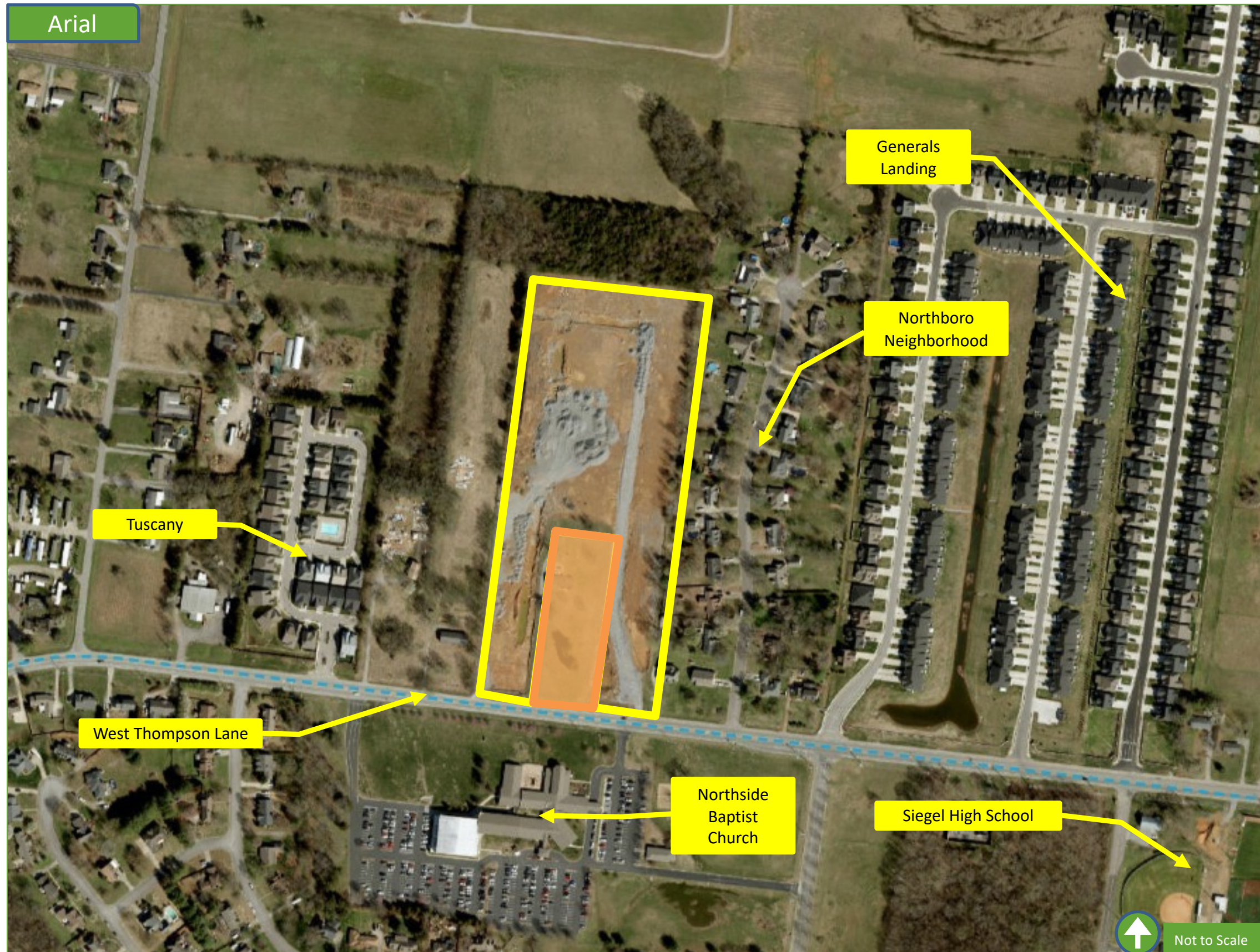


Map Summary

Both Kings Landing Villas and Annex will drain into three detention ponds at the southern portion of the property along West Thompson Lane.

Aerial Map

Kings Landing Villas Annex PLANNED RESIDENTIAL DEVELOPMENT



Map Summary

- The Annex development shown in orange will be consistent with the already approved Kings Landing Villas development.
- Single family detached homes will border the eastern property line of the Northboro neighborhood. In Annex, the single family detached homes will be adjacent to those approved in Kings Landing Villas PRD.
- A new development (Cherry Blossom Downs) is under construction along the western property line of the Kings Landing Villas development.
- The area to the north is existing vegetation and pastureland.

Existing Conditions

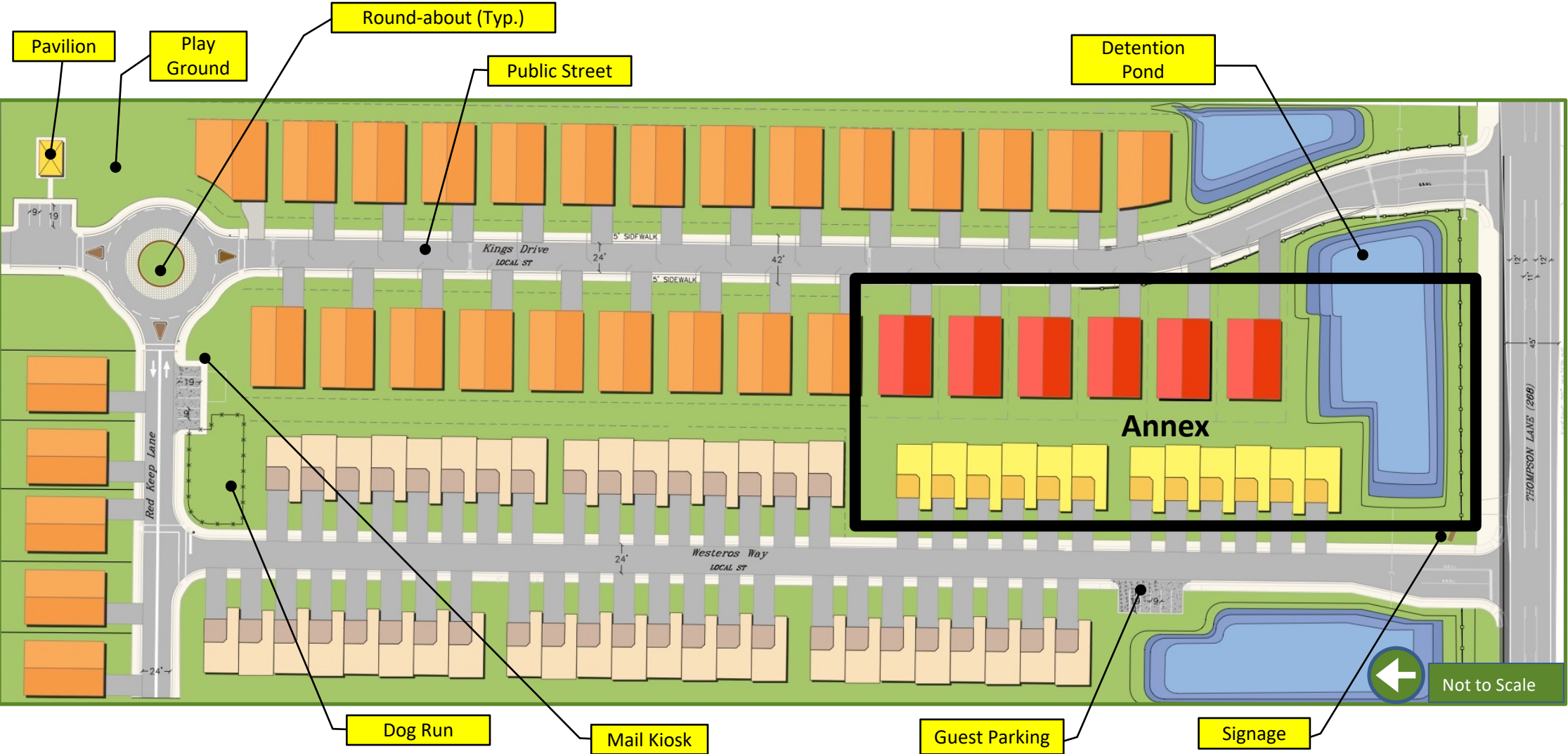


Existing Conditions Cont'd



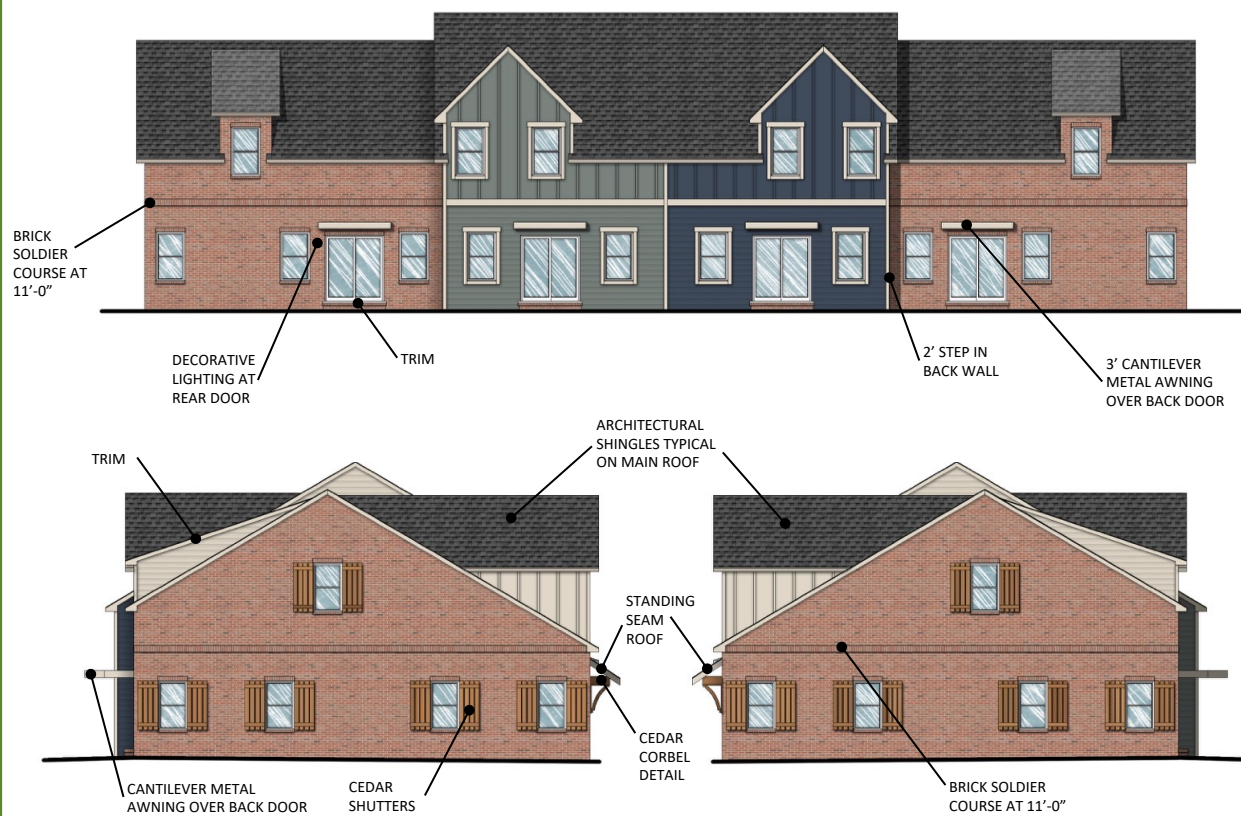
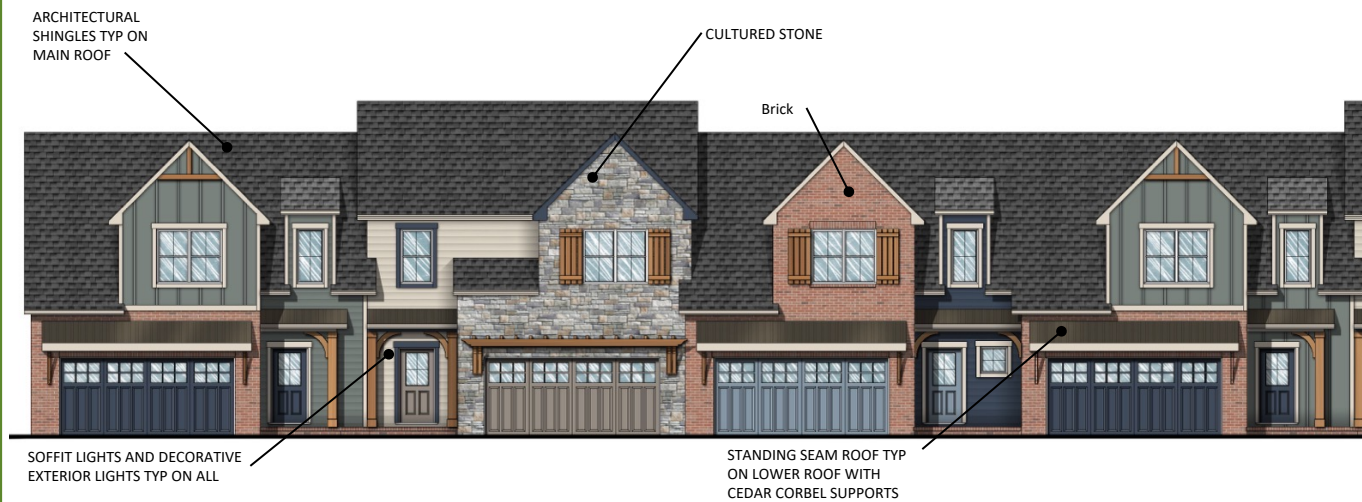
Site Plan

Kings Landing Villas Annex
PLANNED RESIDENTIAL DEVELOPMENT



Site Data	Single Family Detached	Single Family Attached	
Total Area	2.2+/- Acres		
Density	8.18 +/- Units per Acre		
Proposed Dwelling Units	6	12 total - (4) 2-bed & (8) 3-bed	
Dwelling Unit Size (not including garages)	1600 SF Min.	1000 SF Min.	
Bedrooms	3	2	3
Parking required	24	8.8	26.4
Parking provided (Garage)	12	8	16
Parking provided (Surface)	24	16	32
Setbacks			
Front Setbacks	25' to Building 35' to Garage	25' to Building 35' to Garage	
Rear Setbacks	20'	20'	
Side Setbacks	7.5'	7.5'	
<ul style="list-style-type: none">Attached Dwelling units will be divided into 2 clusters of 6.The maximum cluster length should not exceed 192 feet.Attached Dwelling Units Horizontal Property Regime Ownership w/City Services and Trash Pick-up.Common Areas will be maintained by an HOA.			

Architectural Elevations - Attached Homes

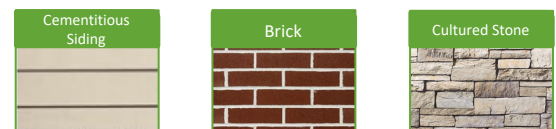


COLOR SCHEME

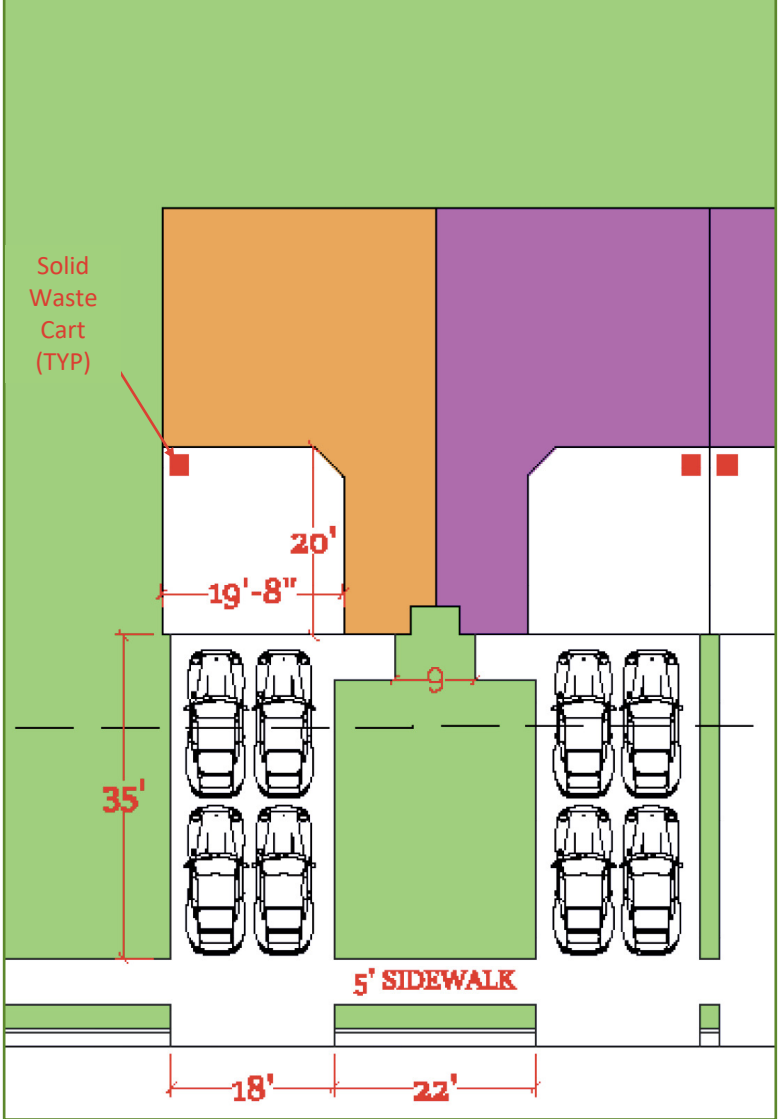
- COLOR 1 - "ACACIA HAZE"
- COLOR 2 - "SLEEPY HOLLOW"
- COLOR 3 - "ENDLESS SEA"
- COLOR 4 - "CHINA DOLL"
- COLOR 5 - "ELEPHANT EAR"

Building Elevations Materials

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



*Different colors, cuts and patterns will be allowed

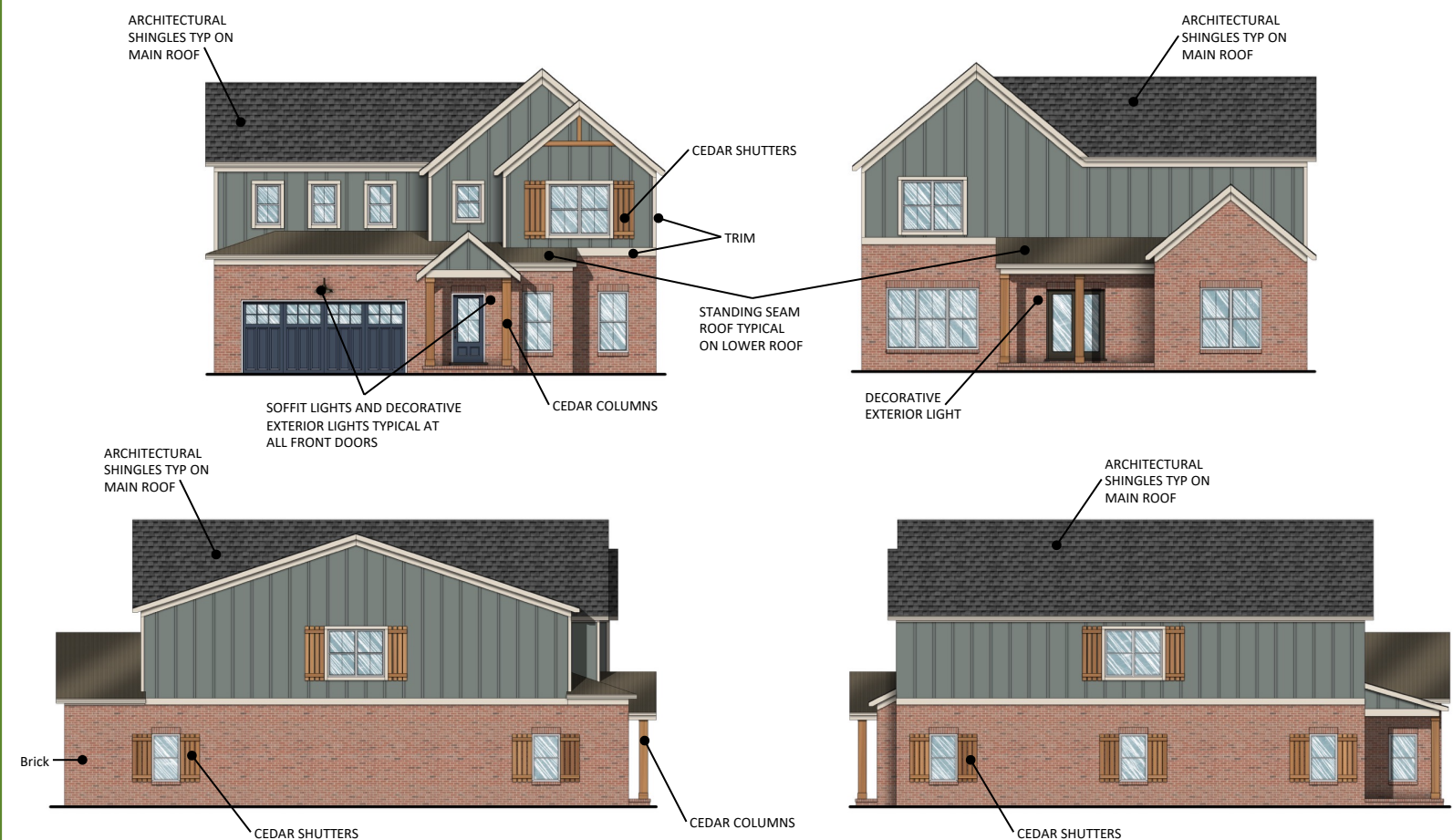


ARCHITECTURAL CHARACTERISTICS

- The proposed homes have a mixture of the following materials: Brick cultured stone, Hardie board type cementitious siding, using lap and board & batten design. All trim board to be cementitious board as well.
- Roofs range in height from 11' to 30' feet giving building a varied visual height.
- All homes to have 2 Car garages and driveways that can park 4 Cars.
- The max building height should not exceed 35'
- Solid waste containers are to be stored in Garages
- 25' Front building setback, garage must maintain 35' Setback.



Architectural Elevations - Option 1

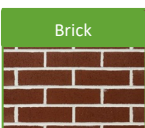
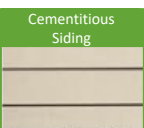


COLOR SCHEME

- COLOR 1 - "ACACIA HAZE"
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- COLOR 3 - "ENDLESS SEA"
- COLOR 4 - "CHINA DOLL"
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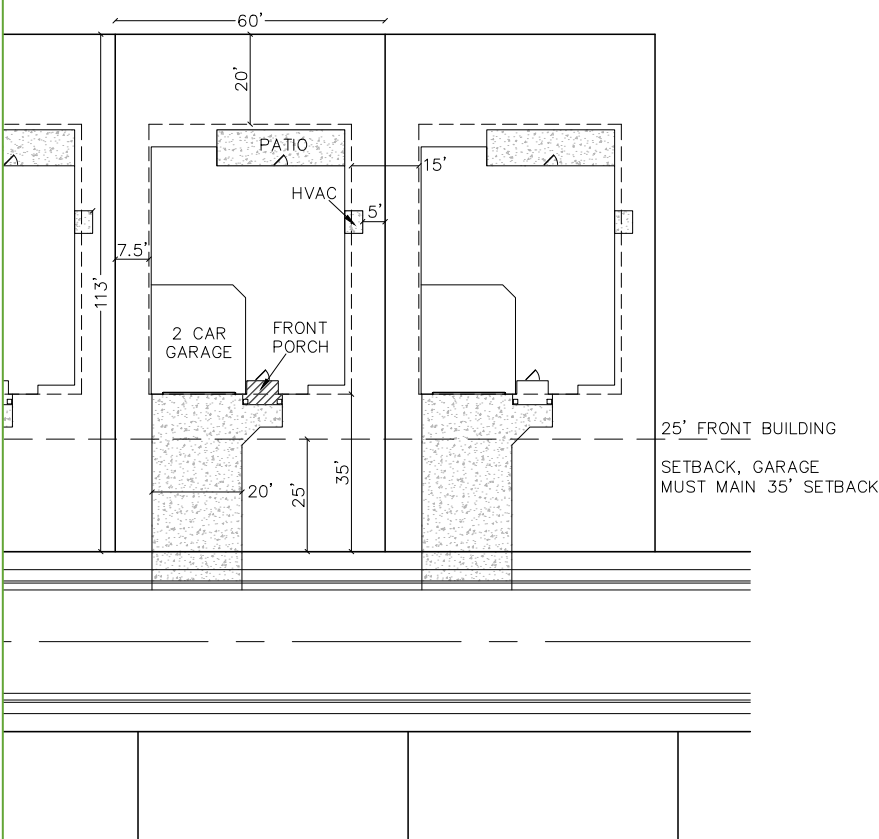
Building Elevations Materials

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



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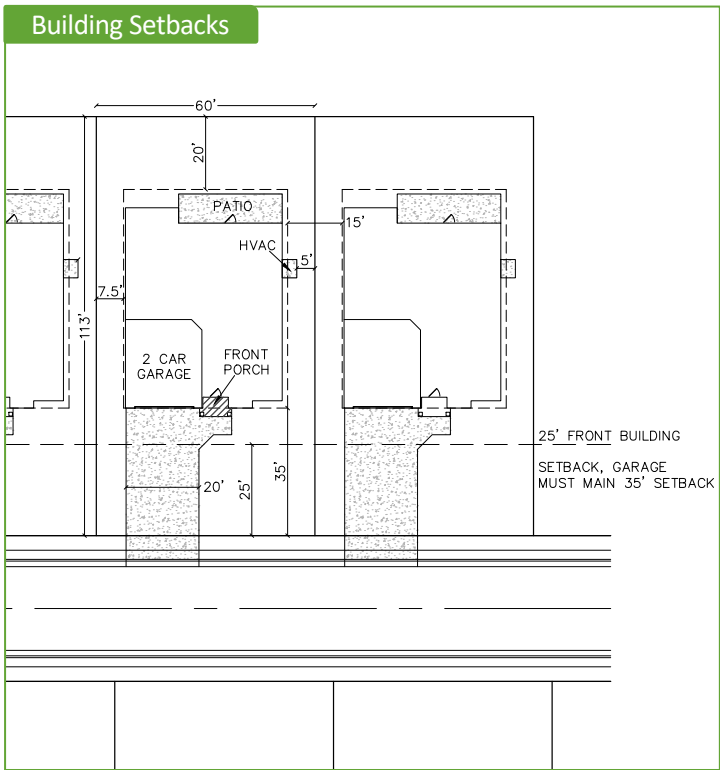
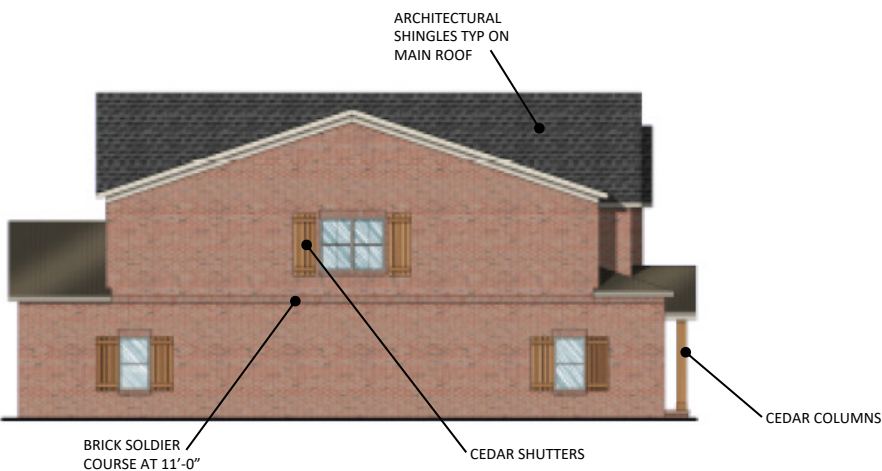
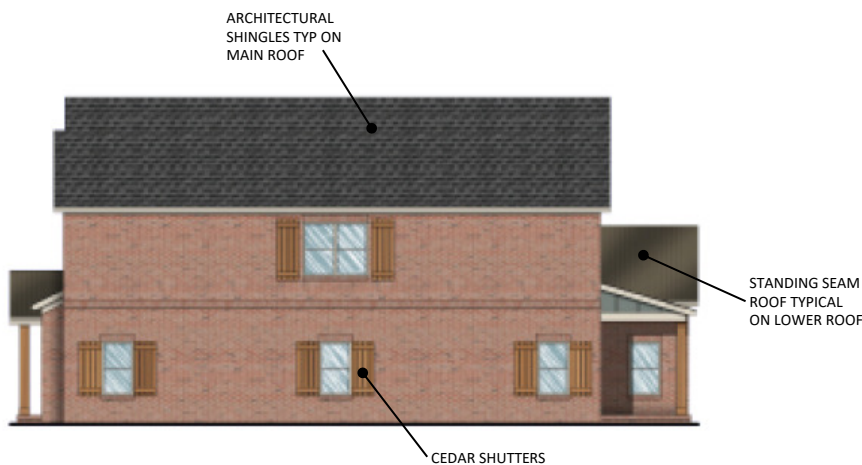
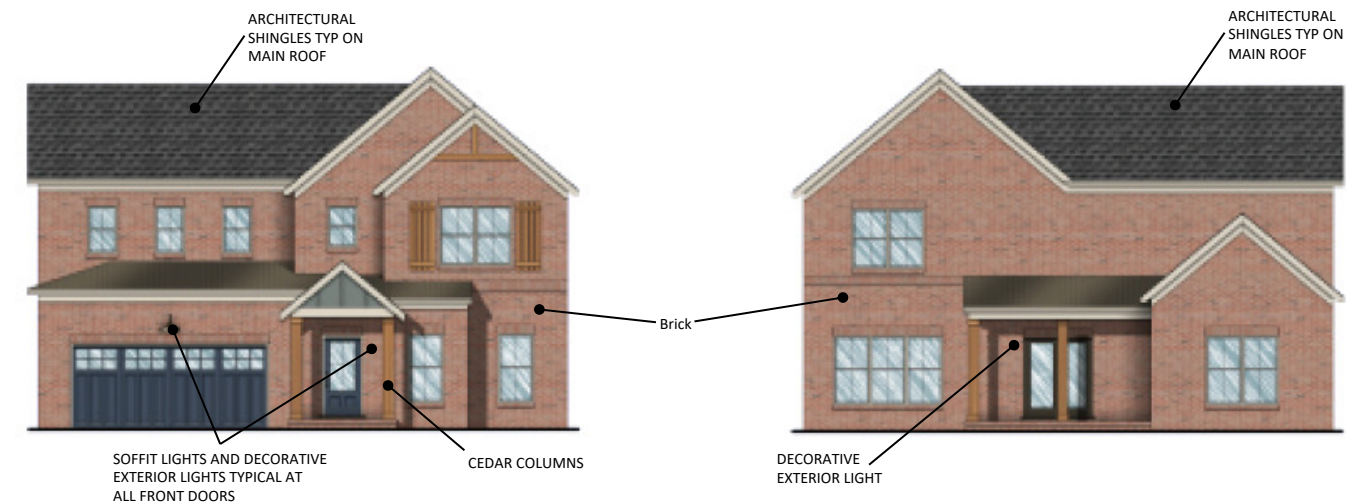
Building Setbacks



ARCHITECTURAL CHARACTERISTICS

- The proposed homes are of craftsman style with slightly more contemporary detailing. The primary building material will be cementitious siding with a combination of lap siding and board and batten design.
- The water table of the homes will be a complimentary brick defining the base of the homes.
- The homes will have a stoop style front porch, carriage house garage doors and windows with simple grids.
- The roof pitches are primary gables with a hip roof over the garage. Shutters will be applied to various windows to add detail.
- Roofs range in height from 11' to 30' feet giving the building a varied visual height.
- All homes to have 2 Car garages and driveways that can park 4 Cars.
- The max building height should not exceed 35'
- Solid waste containers are to be stored in Garages
- Minimum lot size 6000 SF, Minimum lot width 60' & Minimum Lot Depth 113'

Architectural Elevations - Option 2

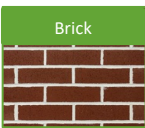
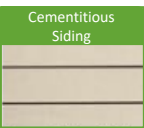


COLOR SCHEME

- COLOR 1 - "ACACIA HAZE"
- COLOR 2 - "SLEEPY HOLLOW"
- COLOR 3 - "ENDLESS SEA"
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- COLOR 5 - "ELEPHANT EAR"

Building Elevations Materials

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



*Different colors, cuts and patterns will be allowed

ARCHITECTURAL CHARACTERISTICS

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Architectural Elevations - Option 3

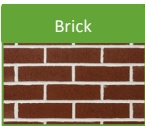
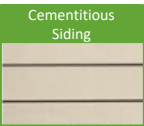


COLOR SCHEME

- COLOR 1 - "ACACIA HAZE"
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- COLOR 3 - "ENDLESS SEA"
- COLOR 4 - "CHINA DOLL"
- COLOR 5 - "ELEPHANT EAR"

Building Elevations Materials

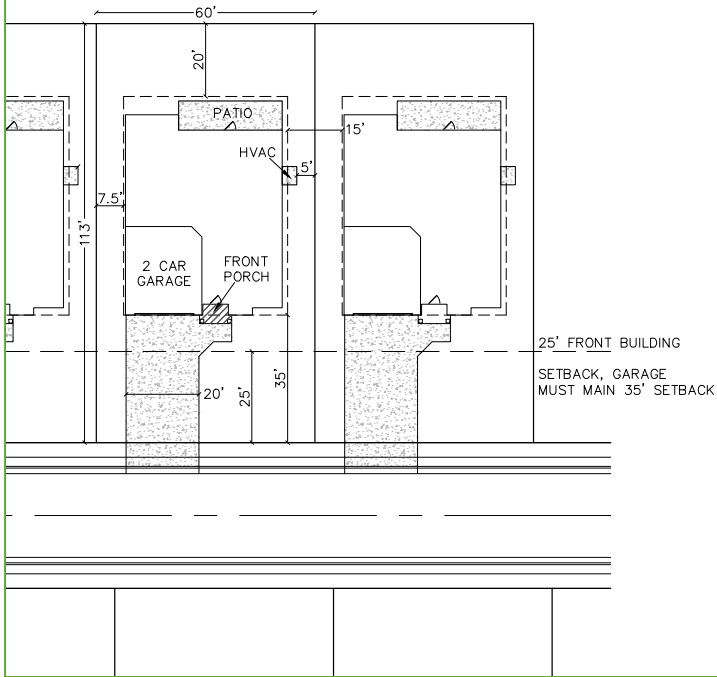
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Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)



*Different colors, cuts and patterns will be allowed



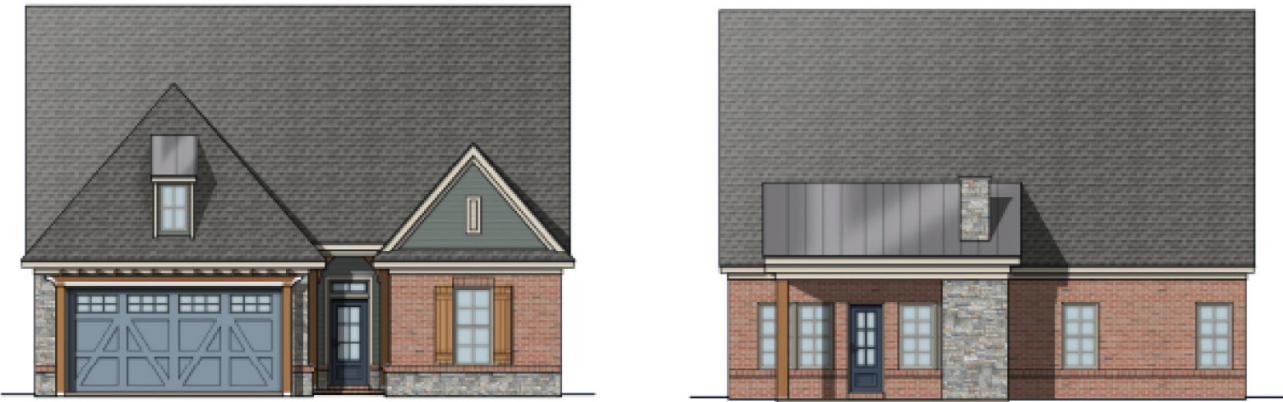
Building Setbacks



ARCHITECTURAL CHARACTERISTICS

- The proposed homes are of craftsman style with slightly more contemporary detailing. The primary building material will be cementitious siding with a combination of lap siding and board and batten design.
- The water table of the homes will be a complimentary brick defining the base of the homes.
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- Roofs range in height from 11' to 30' feet.
- All homes to have 2 Car garages and driveways that can park 4 Cars.
- The max building height should not exceed 35'
- Solid waste containers are to be stored in Garages

Architectural Elevations - Option 4

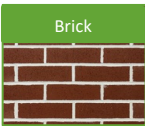
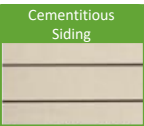


COLOR SCHEME

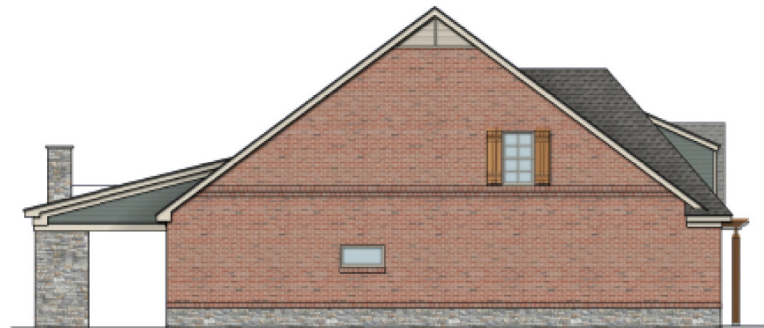
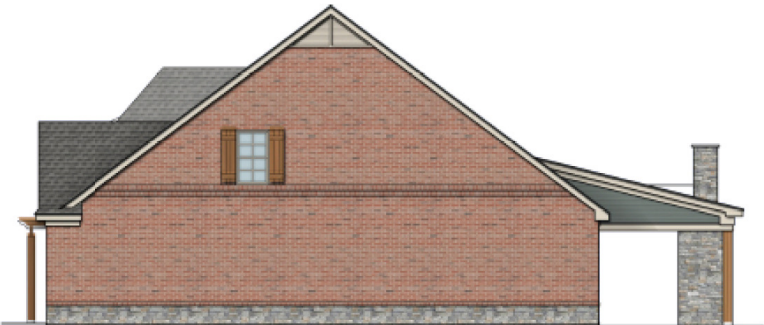
- COLOR 1 - "ACACIA HAZE"
- COLOR 2 - "SLEEPY HOLLOW"
- COLOR 3 - "ENDLESS SEA"
- COLOR 4 - "CHINA DOLL"
- COLOR 5 - "ELEPHANT EAR"

Building Elevations Materials

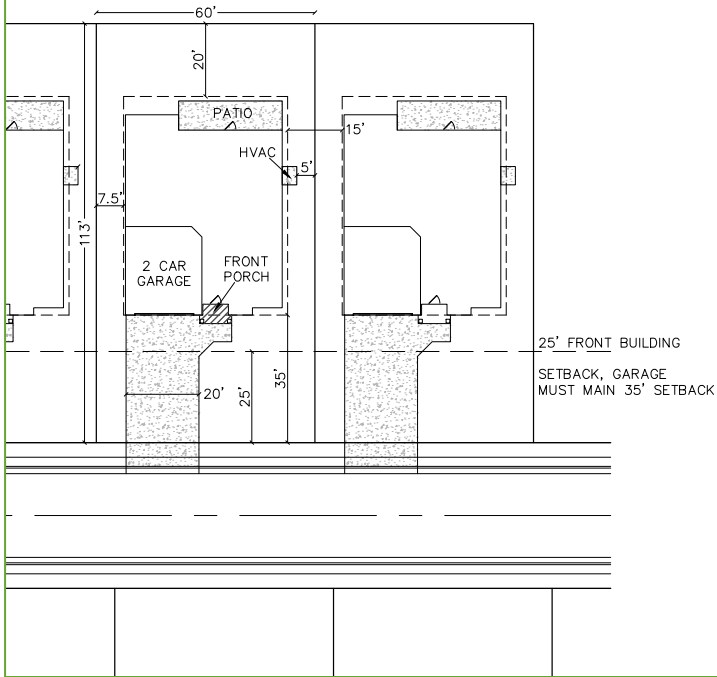
Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)



*Different colors, cuts and patterns will be allowed



Building Setbacks



ARCHITECTURAL CHARACTERISTICS

- The proposed homes are of craftsman style with slightly more contemporary detailing. The primary building material will be cementitious siding with a combination of lap siding and board and batten design.
- The water table of the homes will be a complimentary brick defining the base of the homes.
- The homes will have a stoop style front porch, carriage house garage doors and windows with simple grids.
- The roof pitches are primary gables with a hip roof over the garage. Shutters will be applied to various windows to add detail.
- Roofs range in height from 11' to 30' feet.
- All homes to have 2 Car garages and driveways that can park 4 Cars.
- The max building height should not exceed 35'
- Solid waste containers are to be stored in Garages

Architectural Elevations - Option 5

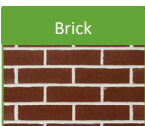
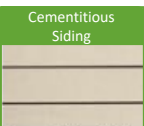


COLOR SCHEME

- COLOR 1 - "ACACIA HAZE"
- COLOR 2 - "SLEEPY HOLLOW"
- COLOR 3 - "ENDLESS SEA"
- COLOR 4 - "CHINA DOLL"
- COLOR 5 - "ELEPHANT EAR"

Building Elevations Materials

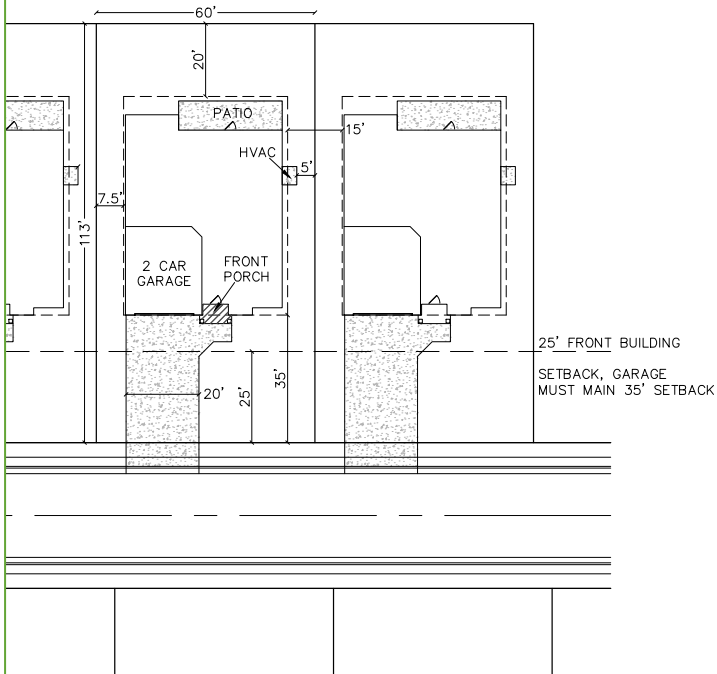
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Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, trim etc)



*Different colors, cuts and patterns will be allowed



Building Setbacks



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- The max building height should not exceed 35'
- Solid waste containers are to be stored in Garages

Conceptual Landscape Plan



Summary

- The Annex landscape is focused on screening the proposed detention pond.
- The landscaping is designed to provide screening from West Thompson Lane.
- Location of the street trees shall be coordinated with the location of utility lines and appurtenances to minimize potential conflict.
- All street tree installation shall be done in accordance with the current City of Murfreesboro Tree Management Ordinance.
- Developer is responsible for establishment and maintenance of street trees.
- Street trees shall be installed by the developer or builder at the time that 75% of a projects lots are developed and granted certificates of occupancy. If a project is phased, then street trees shall be installed at the completion of 75% of phase one.

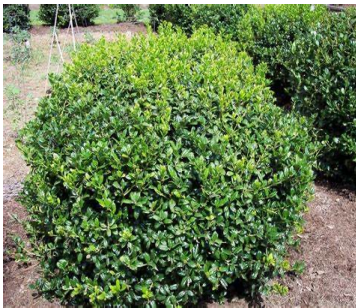
Detention Pond Screening Plant Types



Tulip Poplar



Magnolia



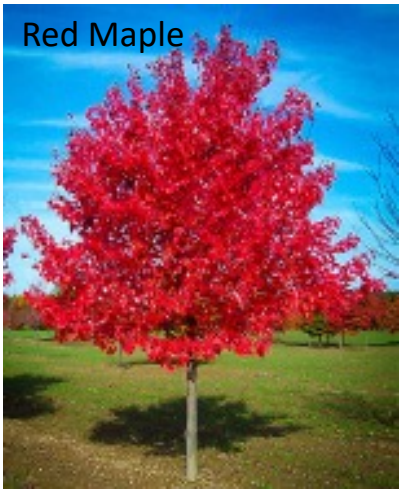
Burford Holly



Weigela



Willow Oak



Red Maple

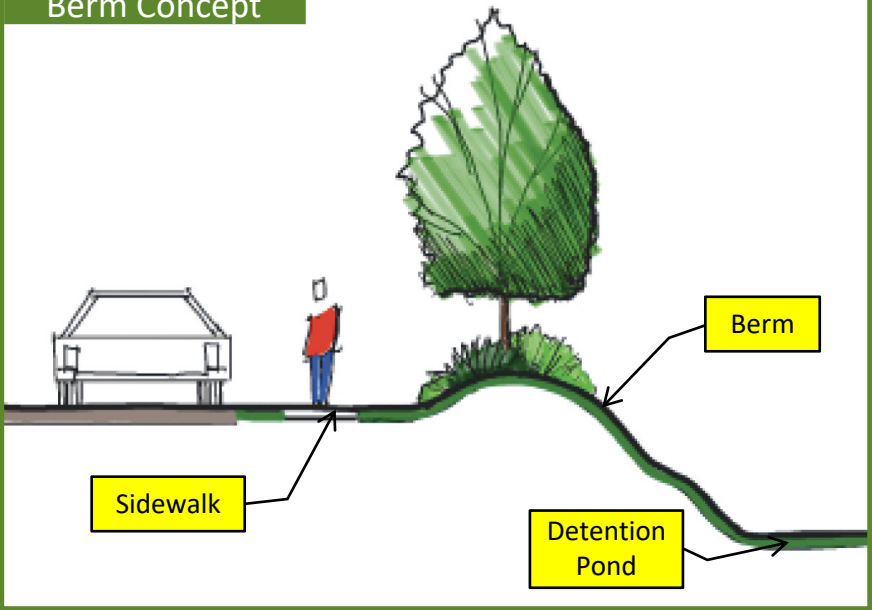
Detention Ponds & Signage



Summary

- The detention ponds are designed with soft curves to create a more natural look. The ponds will have enhanced landscaping and berms to add to their visual qualities.
- Decorative sign wall to be a combination of stone veneer, brick and precast stone sign.
- Decorative Landscaping with split rail fence along West Thompson Lane. A double row of shrubs and annual color will be planted.

Berm Concept



Signage Concept



Amenity Plan



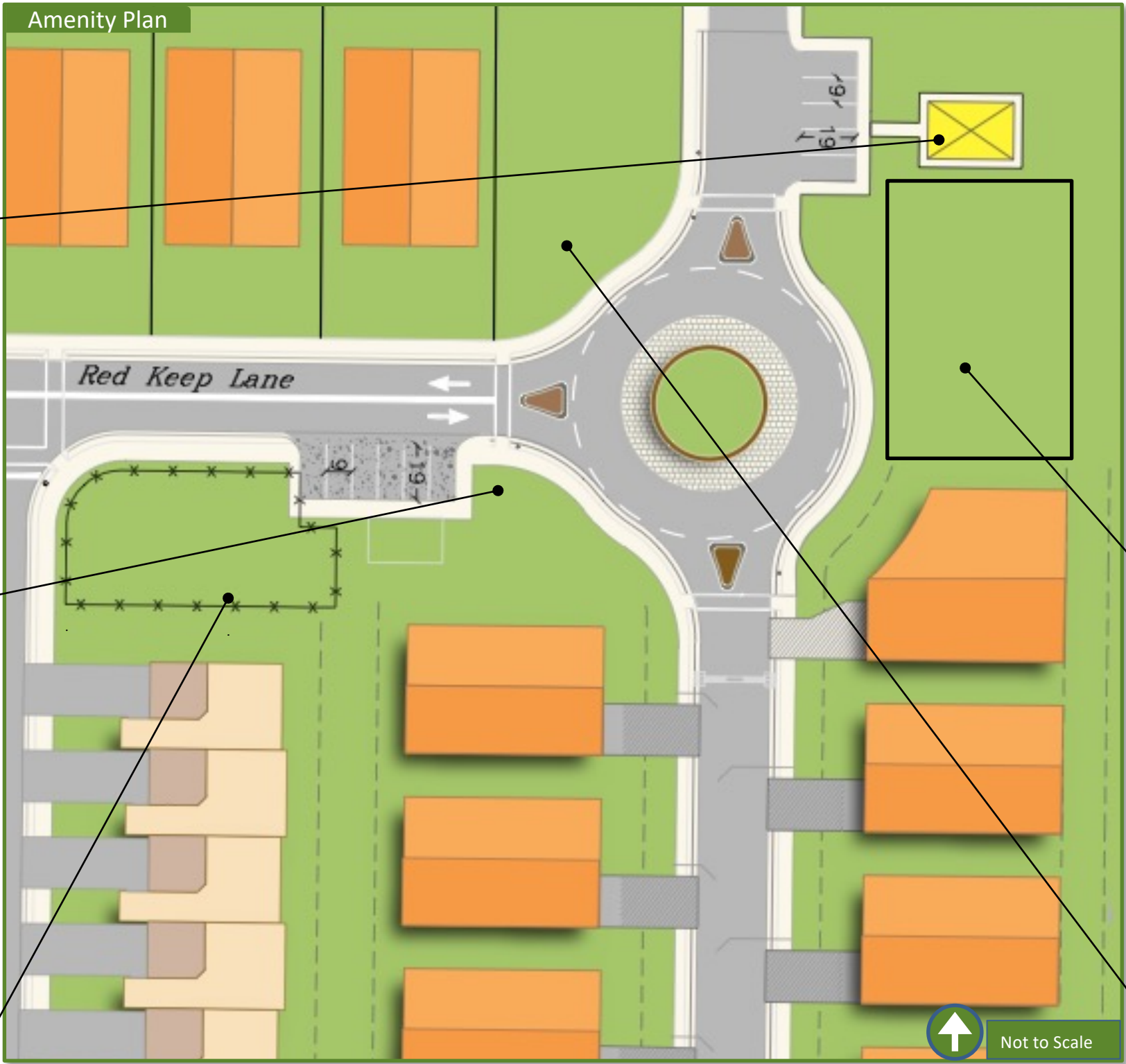
Pavilion



Mail Kiosk



Dog Area



Summary

- Kings Landing has 3.32 acres of total open space of which .73 acres is committed to formal open space. The formal open spaces consists of an event lawn, playground, pavilion and mulch walking trail with benches.
- Twelve parking spaces are allocated for the open area and will also serve as parking for the mail kiosk and dog run. Six more shared parking spaces have been added to the southern portion of the site.
- The amenity area shown will be utilized by the homeowners in the Annex development.

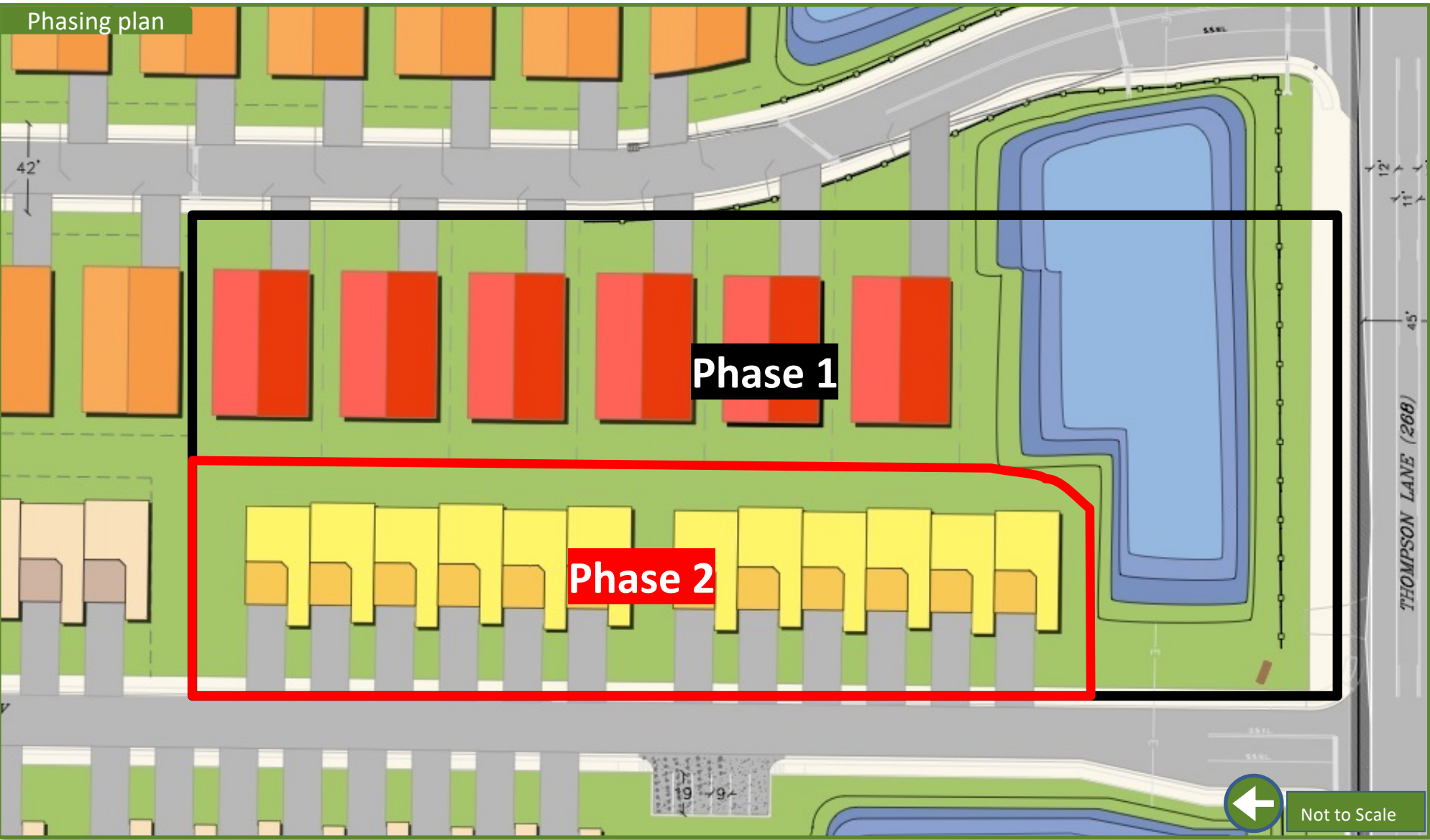


Playground



Event lawn with mulch walking path

Phasing Plan



Summary

- The proposed Annex development plan will be constructed closely behind Kings Landing Villas development with various infrastructure design elements being constructed at the same time.
- The Annex development will be constructed in two phases

PRD vs Bulk Requirement Comparison

LAND USE PARAMETERS AND BUILDING SETBACKS						
ZONING (EXISTING VS PROPOSED)	RS-6	PROPOSED PRD (SINGLE FAMILY)	DIFFERENCE	RS - A2	PROPOSED PRD (TOWNHOMES)	DIFFERENCE
RESIDENTIAL DENSITY						
MAXIMUM GROSS DENSITY (D.U./ACRE)	7.2	5.9	-1.3	12	N/A	—
MINIMUM LOT AREA (SQ.FT.)	6000	6000	—	N/A	N/A	—
MINIMUM LOT WIDTH (FT.)	50	60	+10	N/A	N/A	—
MAXIMUM LOT COVERAGE (PERCENT)	50	50	—	N/A	N/A	—
MINIMUM EXTERNAL SETBACK REQUIREMENTS						
MINIMUM FRONT SETBACK (FT.)	35 for Garage 25 for Structure	35 for Garage 25 for Structure	—	35 for Garage 25 for Structure	35	-10
MINIMUM SIDE SETBACK (FT.)	5	7.5	+2.5	5	7.5	+2.5
MINIMUM REAR SETBACK (FT.)	20	20	—	20	20	—
MAX HEIGHT (FT.)	35’	35’	—	35’	35’	—

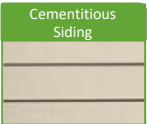
Planned Development Criteria

Developmental Standards

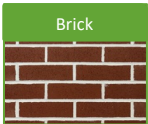
- Development will include 6 detached single-family homes and 12 attached single-family homes.
- The maximum building height is 35 feet.
- Parking will be a combination of surface parking and parking in garages.
- Solid waste will be disposed using service provided by city
- Sidewalks will be provided on both sides of the street.
- Mail delivery will be accommodated via a mail kiosk.
- The garages are to meet standard city requirements.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units will be located on the rear and side of the homes.
- Building Elevation Materials: Brick, stone and Hardie Board Siding.

Building Elevations Materials

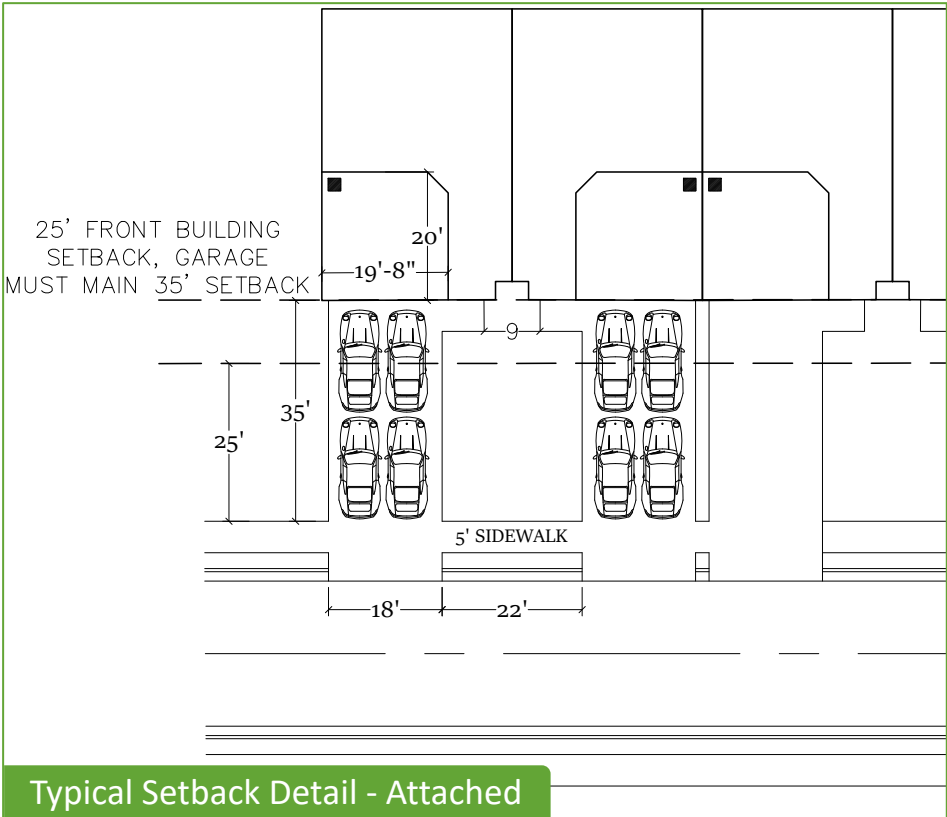
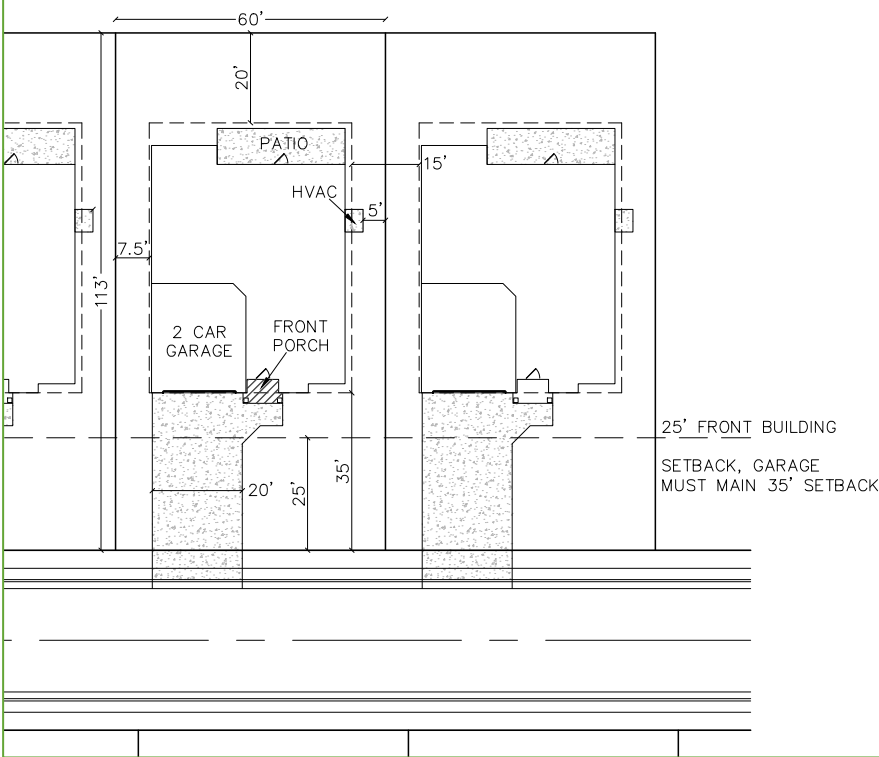
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Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations	Enhanced trim Package



*Different colors, cuts and patterns will be allowed



Typical Setback Detail - Detached



General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on Sheets 3-7.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; [Shown in pattern book Sheets 8-9.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; [Shown in pattern book Sheets 10-12.](#)
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; [Shown in pattern book Sheet 13.](#)
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; [Shown in pattern book Sheet 13.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [See sheet 2.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [The PRD will be constructed in two phases.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; [The entire development will have an HOA.](#)
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
 - [Exception 1: Front Setback for face of building to be 25 ft for garage and 35 ft for front of building \(Applies to townhomes only\).](#)
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [Not applicable in this situation.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [The subject property will be influenced by improvements to West Thompson Lane. There will be an addition of a right hand turn lane into development.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [See Sheet 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [See Sheet 14-18.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign; [Not applicable in this situation.](#)

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director of Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Joel Aguilera, Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

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

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

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

4. Approve minutes of the February 21, 2024 Planning Commission meeting.

Ms. Jami Averwater made a motion to approve the February 21, 2024 Planning Commission meeting minutes; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

Zoning application [2024-401] for approximately 0.47 acres located at 3416 South Church Street to be zoned to PCD (3416 South Church Street PCD) simultaneous with annexation, Greg Patel applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Chris Maguire (civil engineer) and Mr. Clyde Rountree (landscape architect) were in attendance to represent the application. Mr. Clyde Rountree gave a brief presentation regarding the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas

Nay: None

Zoning application [2024-402] for approximately 2.2 acres located along West Thompson Lane to be rezoned from RS-15 to PRD (Kings Landing Annex PRD), Black Diamond Development applicant. Mr. Matthew Blomeley presented the Staff

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 6, 2024

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. Randy Friedsam (developer), Mr. Chris Maguire (civil engineer), and Mr. Clyde Rountree (landscape architect) were in attendance representing the application. Mr. Clyde Rountree gave a brief presentation regarding the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

Mr. Matthew Blomeley stated if this zoning application moves forward to City Council, he requested that the applicant's pattern book be revised to make certain all townhome elevations depict two-car garages consistent with the text of the pattern book.

There being no further discussion Ms. Jami Averwater moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas

Nay: None

ORDINANCE 24-OZ-09 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 2.2 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Annex PRD); Black Diamond Development, applicant, [2024-402].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

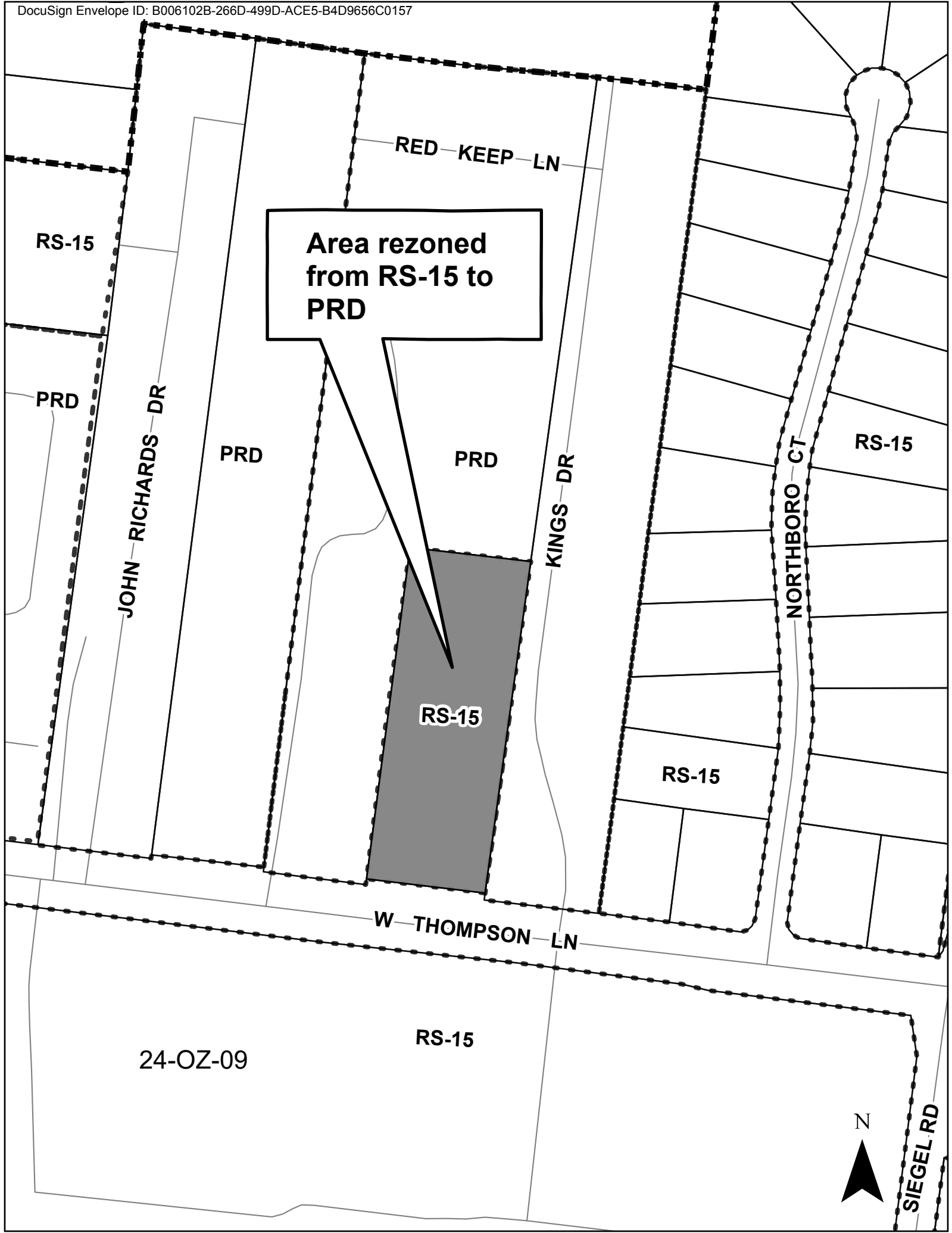
Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL



RED-KEEP LN

RS-15

PRD

JOHN RICHARDS DR

PRD

PRD

KINGS DR

NORTHBORO CT

RS-15

RS-15

RS-15

W THOMPSON LN

RS-15

24-OZ-09



SIEGEL RD

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Sewer Allocation Variance- South Church Street – Yanahli
Commercial Development

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

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

Summary

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 18 sfu's for this commercial development

Background Information

The Planning Department approved plans last year for a multi-tenant and multi-building commercial development located 2961-2977 South Church Street. This development is currently under construction, and its tenants are proposed to include four restaurants, a bank, and a retail building.

The property is zoned Commercial Fringe (CF), which for sewer allocation purposes allows development of 2.5 single family units (sfu) per acre. The subject lot is ≈ 3.82 acres in size, allowing only 9.55 sfu. In June 2023, Council approved a variance for this development of nine sfu, at which time only three restaurants were proposed. The proposed tenant mix, with the fourth proposed restaurant, renders the approved variance insufficient. The anticipated usage requires greater than 26 sfu, an increase over the approved variance by an additional nine sfu for a total variance of 18 sfu. MWRD finds that 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

April 24, 2024

Mr. Ben Newman
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Yanahli Group S. Church St. Sewer Allocation Variance Request#2
South Church Street
Murfreesboro, Tennessee
SEC Project No. 23066

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the East side of South Church Street / U.S. Highway 231. The property in question is approximately 3.82 acres in size and is zoned Commercial Fringe (CF). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CF property. For this property, the allocation ordinance would allow 2483 gpd or 9.55 sfue. Based on historical flow of existing four restaurants, bank and strip Center, the average sewer usage is 6778 gpd or 26.07 sfue.

Previously, the site was granted a variance of an additional 8 sfue, however the site had only planned for 3 restaurants at that time. Since that time, the project has added Panera Bread as a tenant for a total of 4 restaurants. Given this information, Yanahli Group South Church Street Development requests an additional variance from the sewer allocation ordinance to grant an **additional 9 sfue** of sewer flow.

We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.





















































Sincerely,




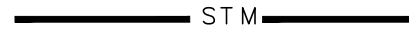

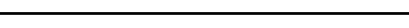



Matt Taylor, P.E.
Vice-President
SEC, Inc.



LINE	BEARING	DISTANCE
L1	N52°23'49"E	25.86'
L2	S82°36'19"E	41.70'
L3	N07°22'24"E	64.00'
L4	N07°23'49"E	3.00'
L5	S24°33'14"E	45.72'
L6	S82°38'46"E	20.00'

Legend:			
	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK	63.25 X	PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE	(63.25) X	EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION	>	SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT ECO		CONCRETE SWALE
	MANHOLE		TYPE- X- HEADWALL

EXISTING PHONE	_____ PH _____
EXISTING ELECTRIC	_____ OH _____
PROPERTY LINE	=====
EASEMENTS	-----
RIGHT OF WAY	_____ ROW _____
EROSION CONTROL SILT FENCE	_____ SF _____ SF _____
EROSION EEL	_____ E _____ E _____ E _____
EXISTING TREELINE	
EXISTING FENCELINE	_____ X _____ X _____ X _____ X _____
MINIMUM BUILDING SETBACK LINE	_____ MBSL _____
PHASE BOUNDARY	
EXISTING GAS LINE	_____ GAS _____
PROPOSED GAS LINE	 GAS
EXISTING STORM	_____ STM _____
PROPOSED STORM	 STM
EXISTING CONTOUR LINES	----- -601-----
PROPOSED CONTOUR LINES	 -601
EXISTING SANITARY SEWER	_____ SS _____
PROPOSED SANITARY SEWER	 SS
EXISTING WATER	_____ W _____ W _____
PROPOSED WATER	 W

Owner/Developer:
Yamaha Acquisition, LLC
809 South Main Street
Columbia, TN 38401
Contact: Joshua McBride

Deed Reference:
Tax Map 105, Parcel 12.02
R.Bk. 12, Pg. 775

Yard Requirements:
Front: 42'
Side: 10'
Rear: 25'

Intended Use:
Restaurant, Commercial Center, 6 Bank

Land Use Data:
Zoned: OF (Commercial Fringe)
4-Single-Story Buildings
Bldg #1: 2,509 Sq Ft.
Bldg. Ht.: 24'-2"
Bldg. #2: 6,495 Sq Ft.
Bldg. Ht.: 26'-4"
Bldg. #3: 2,335 Sq Ft.
Bldg. Ht.: 24'-4"
Bldg. #4: 4,135 Sq Ft.
Bldg. Ht.: 24'-4"
Bldg. #5: 3,920 Sq Ft.
Bldg. Ht.: 24'-4"
Total Floor Area: 19,345 Sq Ft.
1 Lot on 3.025 Acres

Parking Requirement:
Required:
Restaurant: $\frac{1 \text{ space}}{100 \text{ sq ft}} \times 202 \text{ Seats} = 101 \text{ Spaces}$
Drive Thru: $\frac{1 \text{ space}}{100 \text{ sq ft}} \times 2 \text{ Window} = 20 \text{ Queue Spaces}$
Commercial Center: $\frac{1 \text{ space}}{100 \text{ sq ft}} \times 5,495 \text{ Sq Ft.} = 55 \text{ Spaces}$
Bank: $\frac{1 \text{ space}}{100 \text{ sq ft}} \times 4,135 \text{ Sq Ft.} = 14 \text{ Spaces}$
Total Required: 144 Parking Spaces & 20 Queue Spaces
Provided: 77 To 179 Required: 6 B/C: >20 Queue = 211 Spaces

Flood Map Data:
This site lies within Zone X, not in a
100 Year Floodplain, per Community Panel
4716602071-James May 8, 2023

Yanahli Group Church Street Development		Murfreesboro, Tennessee	
Master Plan		C0.2	
DRAWN: SJA/GR/L		2306project	
DATE: 6-15-2023		1"=40'	
CHECKED: MAT		JOB NO. 23066	
REVISED: 7-5-2023: Staff Comments		SHEET:	
12-21-2023: Permit Submittal			



... creating a better quality of life

MEMORANDUM

DATE: April 25, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Yanahli Group
S. of 2955 S. Church St.
Sewer Allocation Ordinance (SAO)
Variance Request

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 MF12 currently has capacity for 5966 connections. By committing sewer service to this development, Staff is determining that basin 12's sewer connection capacity will be reduced by 5 connections, resulting in 5961 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 26 sfu's, resulting in a larger sewer discharge than the 400 gallon per day per connection average the model is based upon.

Per the existing Commercial Fringe zoning (allotted 2.5 sfu/acre) and acreage, 3.82 acres (corrected from previous request), the property is allowed 9.55 sfu's. There was a previous variance granted in June 2023 of 9 sfu's and at this time the development is requesting additional variance of 9 sfu's for a total variance of 18 sfu's.

The S. Church St. corridor is a very attractive area within the City. 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

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Sewer Allocation Variance- New Salem Highway – Salem Square Commercial Center

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

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

Summary

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 seven sfu's for the proposed commercial buildings.

Background Information

The Planning Department has conducted a due-diligence meeting for a development with two multi-tenant commercial buildings to be located along the south side of New Salem Highway east of Barfield Road. The property is zoned Commercial Highway (CH), which only allows 2.5 single family units (sfu) per acre.

The subject lot is ≈ 3.34 acres in size, allowing for only 8.35 sfu. The anticipated usage is approximately 15 sfu; therefore, the proposed commercial development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax 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 tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan and building elevations
3. Memo from MWRD

April 22, 2024

Mr. Ben Newman
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Salem Square Lot 2&3 Site Plan Sewer Allocation Variance Request
New Salem Hwy
Murfreesboro, Tennessee
SEC Project No. 19296

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the south side of New Salem Hwy to the east of the intersection with Barfield rd. The property in question is approximately 3.34 acres in size and is zoned Commercial Highway (CH). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 2,171 gpd or 8.35 sfue. Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is 3,913 gpd or 15.05 sfue.

Given this information, ICMS Group requests a variance from the sewer allocation ordinance to grant an **additional 7 sfue** of sewer flow. The variance would allow ICMS Group to develop 2 buildings including a restaurants and other services for the area.

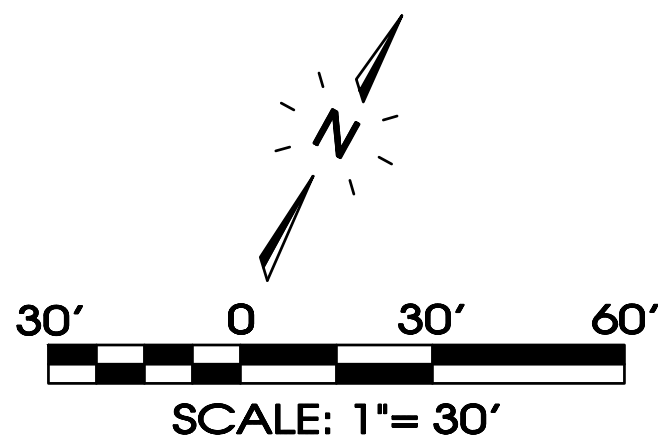
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,



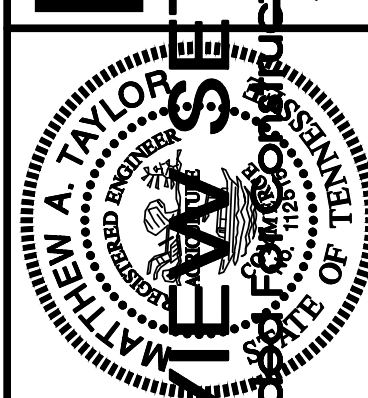
Matt Taylor, P.E.
Vice-President
SEC, Inc.



Know what's **below**.
Call before you dig.

SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

SEC, Inc.



REVIEW SET

(Not Intended For Original Publication)

STATE OF TENNESSEE
No. 1128

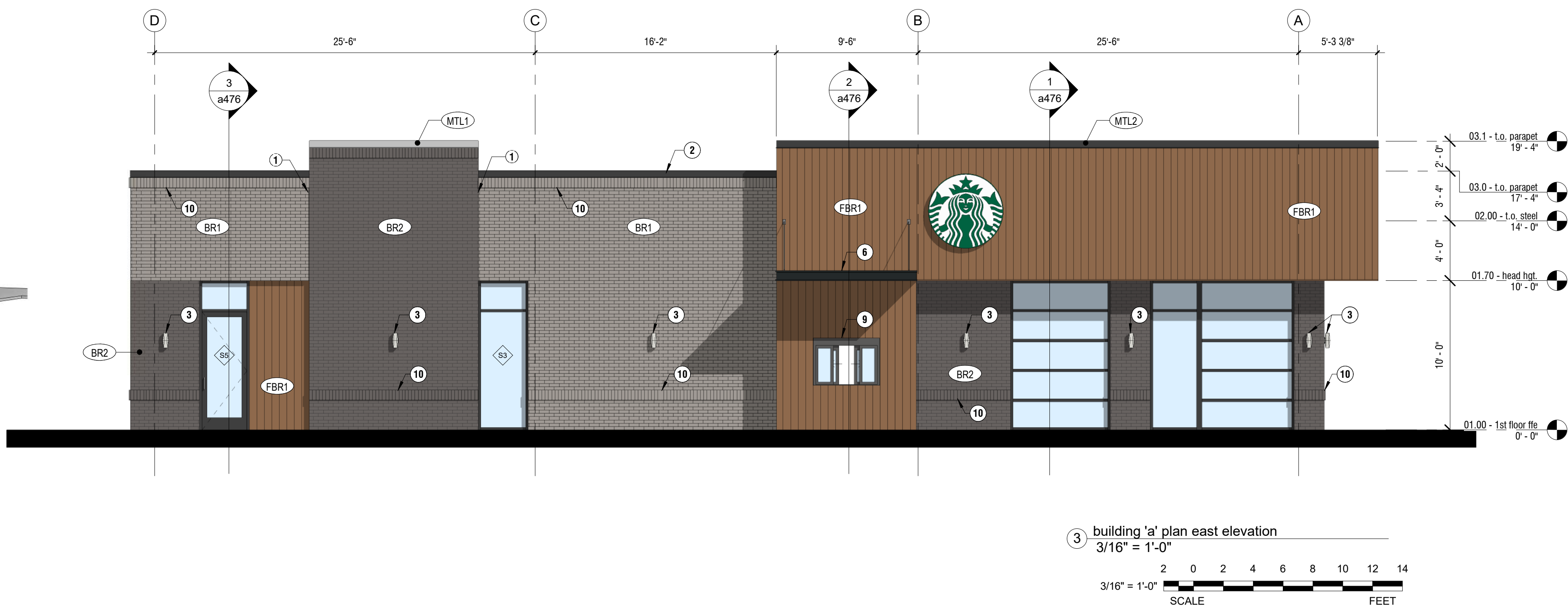
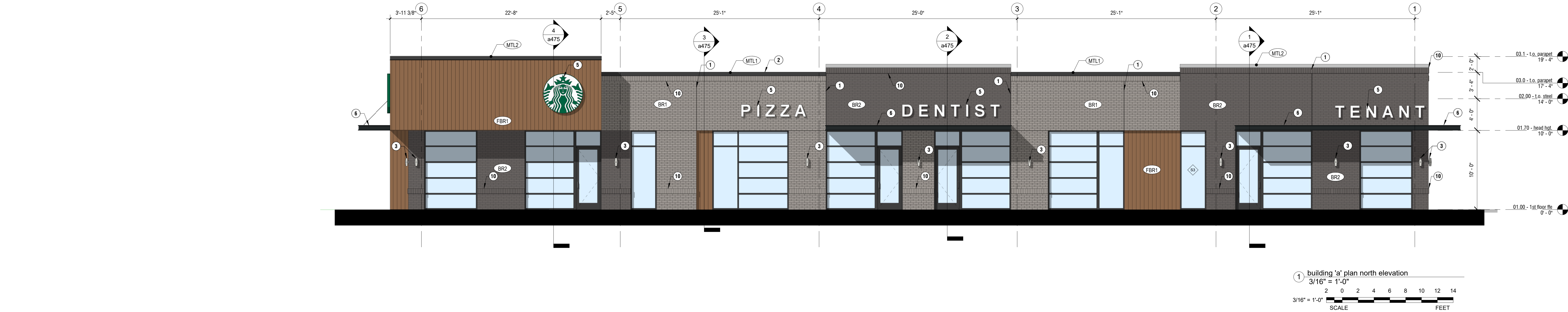
Murfreesboro, Tennessee

**Salem Square
Lots 2 & 3**

Site Plan

REVISED:					
DRAWN: SJA/CFB3					
DATE: 3-14-2024					
CHECKED:					
MAT					
FILE NAME:					
19296lots2and3					
SCALE:					
1"=30'					
JOB NO.					
19296					
SHEET:					

C2.0



building 'a' - percentage of exterior materials

Plan North Elevation	SF	%
BR1 (Brick) Stone Gray Klaycoat	525.52	22.11%
BR2 (Brick) Carbon Black Velour	604.97	25.45%
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MTL1 (Metal) Endura Black	35.52	1.49%
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	2,377.18	100.00%

Plan South Elevation	SF	%
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Insulated Metal Door	0.00	0.00%
	1,435.75	100.00%

material legend

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BR2	MANUFACTURER: GLEN-GERY COLOR NAME: CARBON BLACK VELOUR
FBR1	FIBERON COMPOSITE CLADDING EDEN COLLECTION: 1X6 COLOR: MULGA VERTICAL ORIENTATION
MTL1	METAL FINISHES ANODIZED OR SIMILAR COLOR: ENDURA BLACK (OR SIMILAR)
MTL2	METAL FINISHES ANODIZED OR SIMILAR COLOR: CLEAR ANODIZED (OR SIMILAR)

elevation keynotes

- MASONRY CONTROL JOINT - REFER TO DETAIL 3/A400.
- PRE-FINISHED ALUMINUM COPING.
- G LIGHTING GEO GL-6611 EXTERIOR WALL SCENCE - UP/DOWN LIGHT 30 DEG. FINISH: GUNMETAL.
- EXTERIOR WALL PACK - REFER TO ELECTRICAL - LSI INDUSTRIES TLWP SL UNV 30 CWBB BLK PC120 - FINISH: BLACK.
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- BRICK SOLDIER COURSE (TO MATCH BACKGROUND BRICK)

zone 4 - building envelope requirements fenestration

METAL FRAMING FIXED FENESTRATION OPERABLE FENESTRATION ENTRANCE DOORS	0.36 0.45 0.77
SHGC - ALL FRAME TYPES SHGC: PF < 0.25 SHGC: 0.25 < PF < 0.5 SHGC: PF > 0.5	0.36 (SEW) 0.48 (N) 0.40 (SEW) 0.59 (N) 0.58 (SEW) 0.58 (N)
ROOFS INSULATION ENTIRELY ABOVE DECK	R-30 CONTINUOUS
WALLS ABOVE GRADE METAL FRAMED	R-19-R-7.5 CONTINUOUS
SLAB-ON-GRADE FLOORS UNHEATED SLABS	R-10 FOR 24 IN. BELOW
OPAQUE DOORS SWINGING	U-0.70

general elevation notes

- DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 29 - (BLACK ALUMINUM)
- GLAZING TO BE 1" INSULATED PPG SOLAR CLEAR AND SOLARBAN 90 (S) CLEAR

planning commission note

THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MURFREESBORO'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF MURFREESBORO. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE BNS DIRECTOR OR THE PLANNING COMMISSION.

hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.

tenant identification

- THE FRONT DOOR OF A TENANT SPACE MUST BE IDENTIFIED WITH THE SUITE NUMBER. THE NUMBER SHALL BE A MINIMUM OF 4-INCHES IN HEIGHT, 2-INCHES IN WIDTH (EXCEPT FOR THE NUMBER 1) WITH A 1/8-INCH BRUSH STROKE. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND AND BE CLEARLY VISIBLE FROM THE DRIVE AISLE.
- REAR OR SIDE EGRESS DOORS FROM TENANT SPACES MUST BE MARKED WITH EITHER THE NAME OF THE TENANT OR THE SUITE NUMBER. LETTERING SHALL BE A MINIMUM OF 4-INCHES HIGH IN A CONTRASTING COLOR TO THE BACKGROUND.

client:

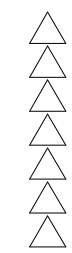
new salem
land development

project:

west fork shell retail building

10,318 gross sf shell retail building
1097-1911 banfield road || murfreesboro, tennessee 37128

revisions



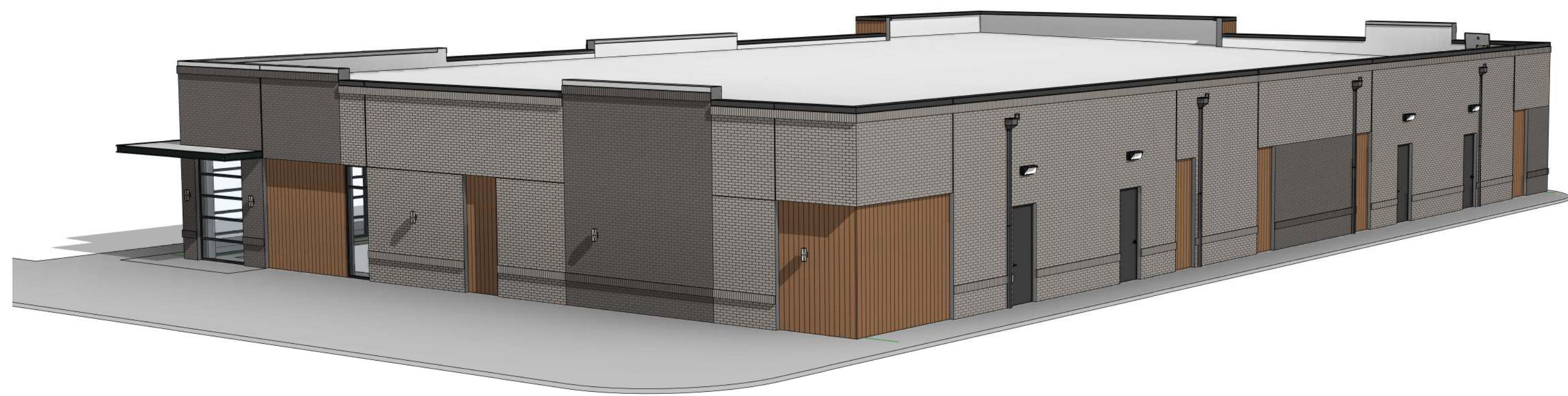
date: 02.01.2024
project no.: c23049.00

building 'a'
exterior
building
elevations

a410

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building 'a' plan southwest building perspective

building 'a' - percentage of exterior materials

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MTL1 (Metal) Endura Black	139.51	1.84%
MTL2 (Metal) Clear Anodized	77.77	1.02%
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zone 4 - building envelope requirements

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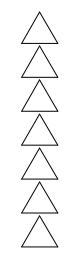
new salem
land development

project:

west fork shell retail building

10,318 gross sf shell retail building
1097-1911 banfield road || murfreesboro, tennessee 37128

revisions



date: 02.01.2024
project no.: c23049.00

building 'a'
exterior
building
elevations

a411

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① northeast perspective



② northwest perspective

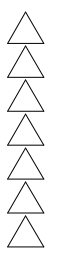
client:

new salem
land development

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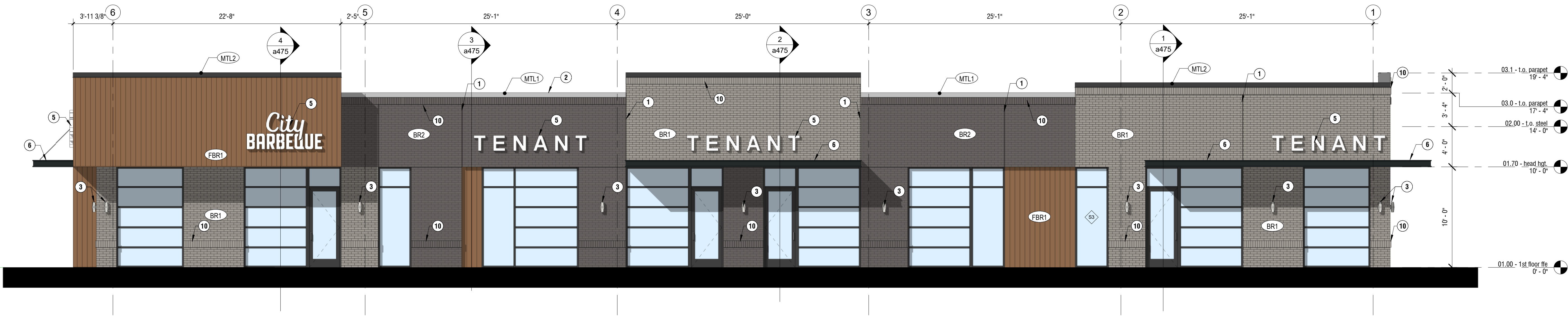
revisions



date: 02.01.2024
project no.: c23049.00

building 'a'
exterior
building
perspectives

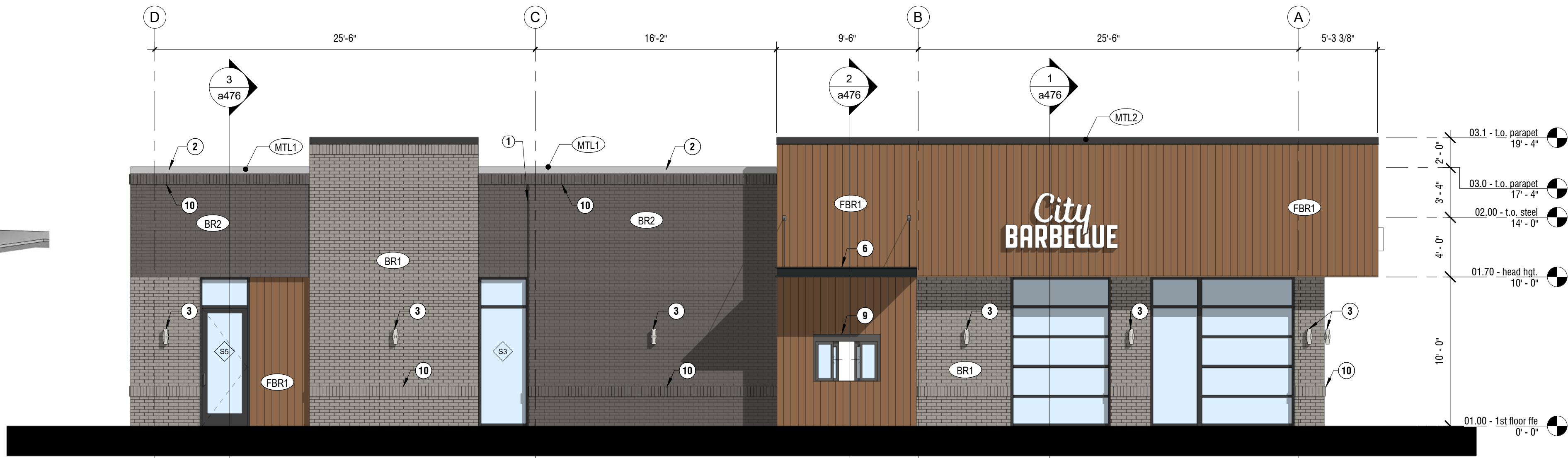
a412



① building 'b' plan north elevation
3/16\"/>



② building 'b' plan northeast building perspective



③ building 'b' plan east elevation
3/16\"/>

building 'b' - percentage of exterior materials

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BR2		MANUFACTURER: GLEN-GERY COLOR NAME: CARBON BLACK VELOUR
FBR1		FIBERON COMPOSITE CLADDING EDEN COLLECTION: 1X6 COLOR: MULGA VERTICAL ORIENTATION
MTL1		METAL FINISHES ANODIZED OR SIMILAR COLOR: ENDURA BLACK (OR SIMILAR)
MTL2		METAL FINISHES ANODIZED OR SIMILAR COLOR: CLEAR ANODIZED (OR SIMILAR)

elevation keynotes

- MASONRY CONTROL JOINT - REFER TO DETAIL 3/A400.
- PRE-FINISHED ALUMINUM COPING.
- G LIGHTING GEO GL-6611 EXTERIOR WALL SCONCE - UP/DOWN LIGHT 30 DEG. FINISH: GUNMETAL.
- EXTERIOR WALL PACK - REFER TO ELECTRICAL - LSI INDUSTRIES TLWP SL UNV 30 CWBB BLK PC120 - FINISH: BLACK.
- EXTENT OF POTENTIAL EXTERIOR BUILDING SIGNAGE: SIGNAGE TO COORDINATED AND ISSUED UNDER SEPARATE PERMITS.
- MASA ARCHITECTURAL CANOPIES - EXTRUDECK EXTRUDED ALUMINUM CANOPY SYSTEM - HANGER ROOD SUPPORTED | PROFILE: IND LT 8(S) | NO CROWN & NO LIGHTING. UNDERSIDE TO ALUMINUM FRAT SOFFIT INTERLOCKING BECKING. DRAINAGE VIA DIVERTER PLATE - REFER TO 4/A300.
- PRE-FINISHED ALUMINUM COLLECTOR HEAD WITH DOWNSPOUT.
- OVERFLOW SCUPPER.
- DRIVE-THRU WINDOW - HORTON 8100TS (BIPARTING AUTOMATIC FLUSH MOUNT, FINISH 315-R1 BLACK) OR APPROVED EQUIVALENT.
- BRICK SOLDIER COURSE (TO MATCH BACKGROUND BRICK)

zone 4 - building envelope requirements fenestration

METAL FRAMING FIXED FENESTRATION OPERABLE FENESTRATION ENTRANC DOORS	0.36 0.45 0.77
---	----------------------

SHGC - ALL FRAME TYPES SHGC: PF < 0.25 SHGC: 0.25 < PF < 0.5 SHGC: PF > 0.5	0.36 (SEW) 0.48 (N) 0.40 (SEW) 0.53 (N) 0.58 (SEW) 0.58 (N)
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zone 4 - building envelope requirements

ROOFS INSULATION ENTIRELY ABOVE DECK	R-30 CONTINUOUS
WALLS ABOVE GRADE METAL FRAMED	R-19+R-7.5 CONTINUOUS
SLAB-ON-GRADE FLOORS UNHEATED SLABS	R-10 FOR 24 IN. BELOW
OPAQUE DOORS SWINGING	U-0.70

general elevation notes

- DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 29 - (BLACK ALUMINUM)
- GLAZING TO BE 1" INSULATED PPG SOLAR CLEAR AND SOLARBAN 60 (S) CLEAR

planning commission note

THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MURFREESBORO'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF MURFREESBORO. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE BNS DIRECTOR OR THE PLANNING COMMISSION.

hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.

tenant identification

- THE FRONT DOOR OF A TENANT SPACE MUST BE IDENTIFIED WITH THE SUITE NUMBER. THE NUMBER SHALL BE A MINIMUM OF 4-INCHES IN HEIGHT, 2-INCHES IN WIDTH (EXCEPT FOR THE NUMBER 1) WITH A 1/8-INCH BRUSH STROKE. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND AND BE CLEARLY VISIBLE FROM THE DRIVE AISLE.
- REAR OR SIDE EGRESS DOORS FROM TENANT SPACES MUST BE MARKED WITH EITHER THE NAME OF THE TENANT OR THE SUITE NUMBER. LETTERING SHALL BE A MINIMUM OF 4-INCHES HIGH IN A CONTRASTING COLOR TO THE BACKGROUND.

client:

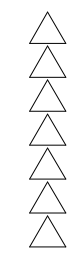
new salem
land development

project:

west fork shell retail building

10,318 gross sf shell retail building
1097-1911 banfield road || murfreesboro, tennessee 37128

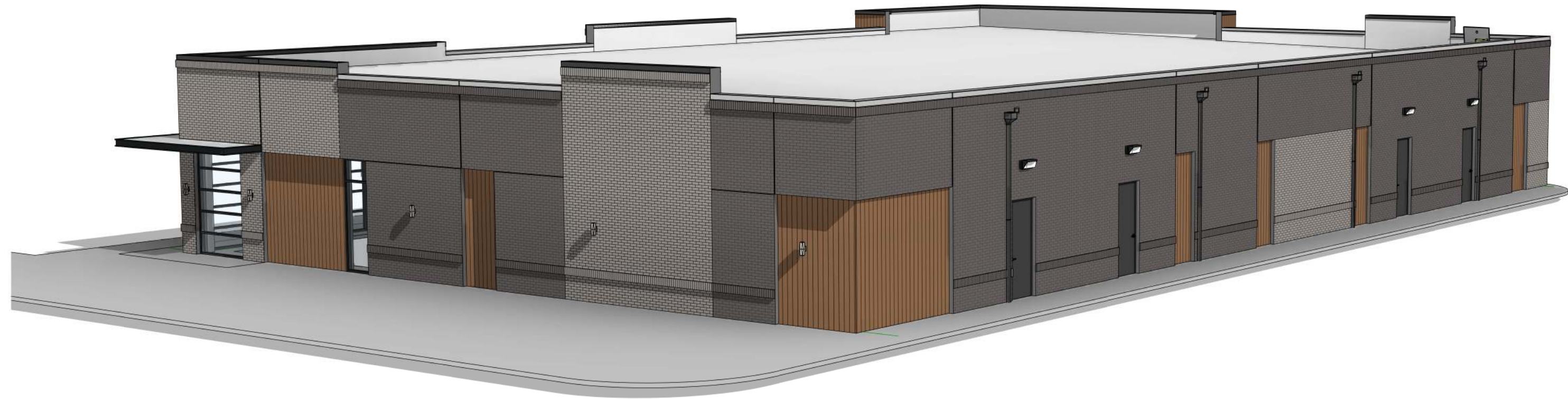
revisions



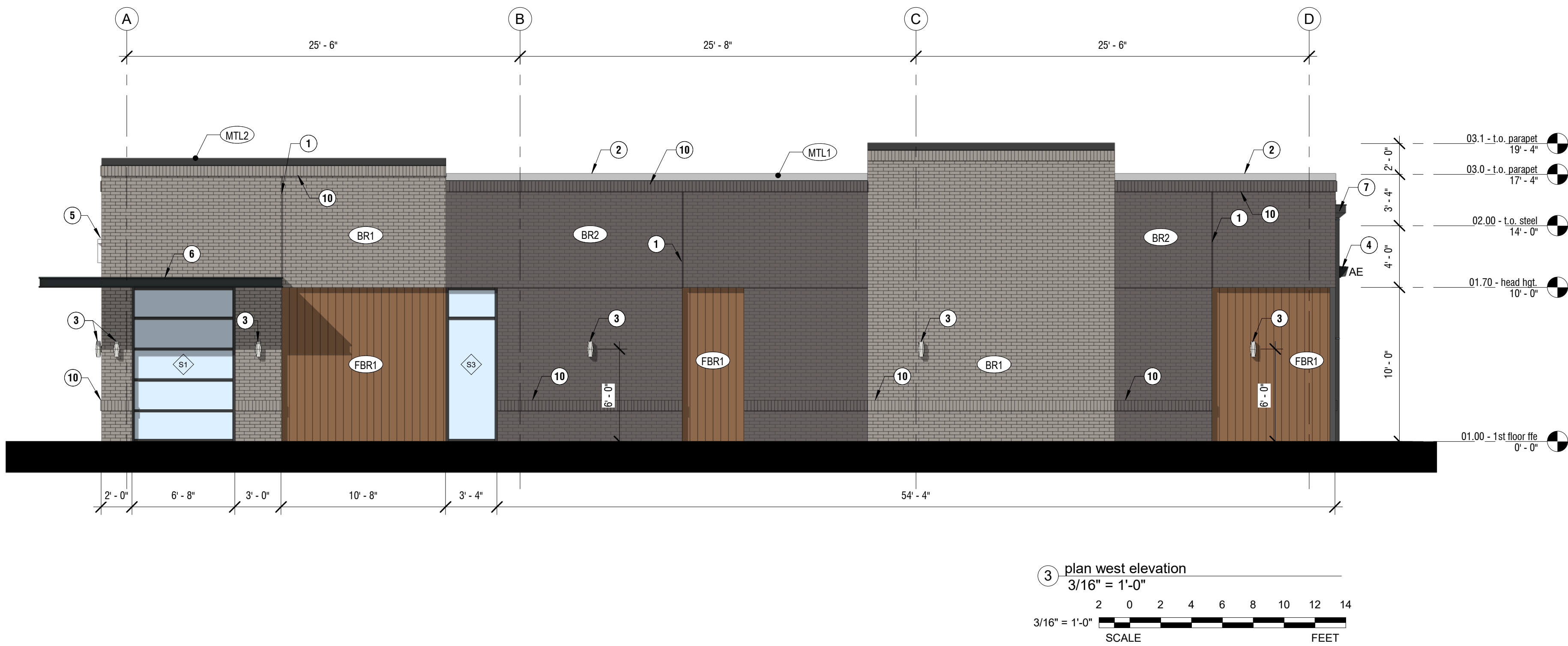
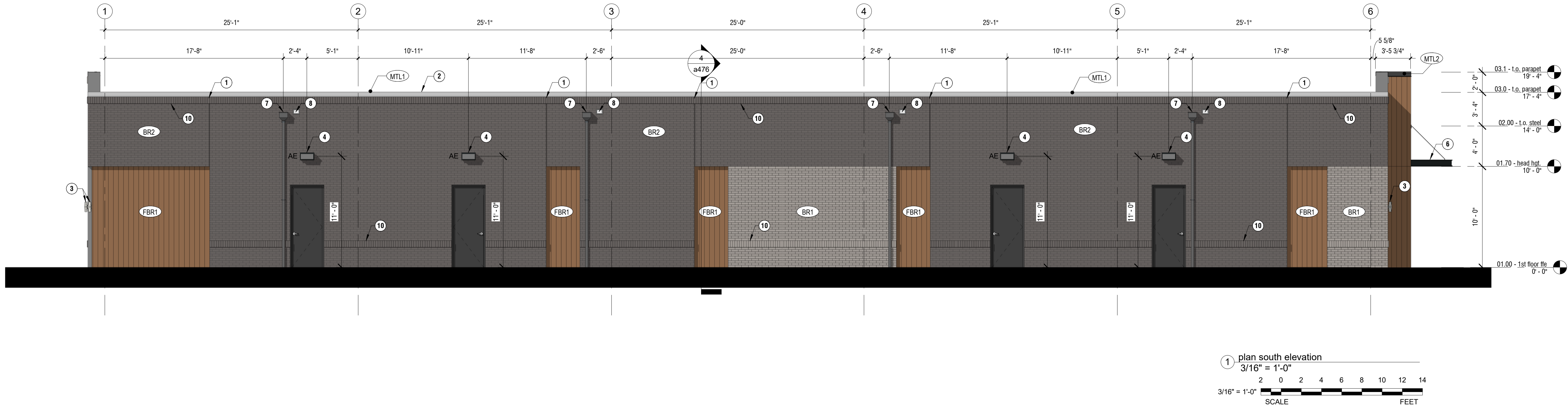
date: 02.01.2024
project no.: c23049.00

building 'b'
exterior
building
elevations

a420



building 'b' plan southwest building perspective



building 'b' - percentage of exterior materials

Plan North Elevation	SF	%
BR1 (Brick) Stone Gray Klaycoat	604.97	25.45%
BR2 (Brick) Carbon Black Velour	525.52	22.11%
FBR1 (Fiberon) Mulga	385.59	16.22%
MTL1 (Metal) Endura Black	35.52	1.49%
MTL2 (Metal) Clear Anodized	25.58	1.08%
Aluminum Storefront	800.00	33.65%
Insulated Metal Door	0.00	0.00%
	2,377.18	100.00%

Plan South Elevation	SF	%
BR1 (Brick) Stone Gray Klaycoat	226.67	9.87%
BR2 (Brick) Carbon Black Velour	1,577.75	68.72%
FBR1 (Fiberon) Mulga	301.05	13.11%
MTL1 (Metal) Endura Black	57.13	2.49%
MTL2 (Metal) Clear Anodized	24.37	1.06%
Aluminum Storefront	0.00	0.00%
Insulated Metal Door	108.89	4.74%
	2,295.86	100.00%

Overall Material Summary	SF	%
BR1 (Brick) Stone Gray Klaycoat	1,488.20	19.61%
BR2 (Brick) Carbon Black Velour	3,228.38	42.55%
FBR1 (Fiberon) Mulga	1,415.17	18.65%
MTL1 (Metal) Endura Black	139.51	1.84%
MTL2 (Metal) Clear Anodized	77.77	1.02%
Aluminum Storefront	1,130.03	14.89%
Insulated Metal Door	108.89	1.44%
	7,587.95	100.00%

Plan East Elevation	SF	%
BR1 (Brick) Stone Gray Klaycoat	270.20	18.27%
BR2 (Brick) Carbon Black Velour	464.43	31.40%
FBR1 (Fiberon) Mulga	475.35	32.14%
MTL1 (Metal) Endura Black	21.25	1.44%
MTL2 (Metal) Clear Anodized	17.90	1.21%
Aluminum Storefront	230.03	15.55%
Insulated Metal Door	0.00	0.00%
	1,479.16	100.00%

Plan West Elevation	SF	%
BR1 (Brick) Stone Gray Klaycoat	386.36	26.91%
BR2 (Brick) Carbon Black Velour	660.68	46.02%
FBR1 (Fiberon) Mulga	253.18	17.63%
MTL1 (Metal) Endura Black	25.61	1.78%
MTL2 (Metal) Clear Anodized	9.92	0.69%
Aluminum Storefront	100.00	6.97%
Insulated Metal Door	0.00	0.00%
	1,435.75	100.00%

material legend

BR1	MANUFACTURER: GLEN-GERY COLOR NAME: STONE GRAY KLAYCOAT
BR2	MANUFACTURER: GLEN-GERY COLOR NAME: CARBON BLACK VELOUR
FBR1	FIBERON COMPOSITE CLADDING EDEN COLLECTION: 1X6 COLOR: MULGA VERTICAL ORIENTATION
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elevation keynotes

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zone 4 - building envelope requirements fenestration

METAL FRAMING FIXED FENESTRATION OPERABLE FENESTRATION ENTRANC DOORS	0.36 0.45 0.77
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zone 4 - building envelope requirements

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SLAB-ON-GRADE FLOORS UNHEATED SLABS	R-10 FOR 24 IN. BELOW
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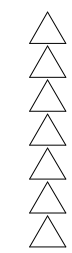
new salem
land development

project:

west fork shell retail building

10,318 gross sf shell retail building
1097-1911 banfield road || murfreesboro, tennessee 37128

revisions



date: 02.01.2024
project no.: c23049.00

building 'b'
exterior
building
elevations

a421



① northeast perspective Copy 1



② northwest perspective Copy 1

client:

new salem
land development

project:

west fork shell retail building
10,318 gross sf shell retail building
1097-1911 barfield road || murfreesboro, tennessee 37128

revisions



date: 02.01.2024
project no.: c23049.00

building 'b'
exterior
building
perspectives

a422



... creating a better quality of life

MEMORANDUM

DATE: April 24, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Salem Square Lots 2 & 3
Sewer Allocation Ordinance (SAO)
Variance Request

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 MF12 currently has capacity for 5961 connections. By committing sewer service to this development, Staff is determining that basin 12's sewer connection capacity will be reduced by 2 connections, resulting in 5959 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 15 sfu's, resulting in a larger sewer discharge than the 400 gallon per day per connection average the model is based upon.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 3.34 acres, the property is allowed 8.35 sfu's. Therefore, the development is requesting a variance of 7 sfu's.

The Salem Hwy corridor is a very attractive area within the City. 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

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Sewer Allocation Variance- Veterans Parkway – Fresh Hospitality Commercial Development

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

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

Summary

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 17 sfu's for the proposed commercial buildings.

Background Information

The Planning Department anticipates receiving plans for a multi-tenant commercial development with three commercial buildings to be located at the northeast corner of Veterans Parkway and Jack Byrnes Drive. The four tenants are all proposed to be restaurant uses. The property is zoned Commercial Highway (CH), which only allows 2.5 single family units (sfu) per acre.

The subject lot is ≈ 2.59 acres in size, allowing for only six sfu. The anticipated usage is approximately 23 sfu; therefore, the proposed commercial development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax 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 tax and fee revenue as well as pay one-time development fees.

Attachments

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

April 4, 2024

Mr. Greg McKnight
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Fresh Hospitality Site Plan Sewer Allocation Variance Request
Veterans Parkway
Murfreesboro, Tennessee
SEC Project No. 20178

Dear Mr. McKnight:

Please accept this as our variance request for the proposed site to be located along the East side of Veterans Parkway at the intersection with Jack Byrnes Drive. The property in question is approximately 2.59 acres in size and is zoned Commercial Highway (CH). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 1683 gpd or 6.48 sfue. Based on historical flow of existing restaurants, the projected average sewer usage is 5940 gpd or 22.85 sfue.

Given this information, Bodnar Group requests a variance from the sewer allocation ordinance to grant an **additional 17 sfue** of sewer flow. The variance would allow Bodnar Group to develop four restaurants including Waldo's Chicken & Beer, Vui's Kitchen, Taziki's, and Big Bad Breakfast.

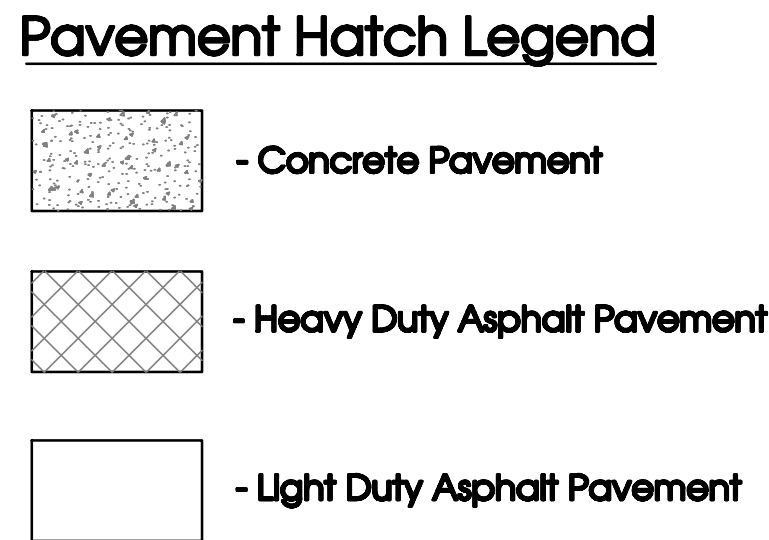
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



REVISION:						<div>Site Plan</div>
DRAWN: SJA/CFB3						
DATE: 3-14-2024						
CHECKED:						
MAT						
FILE NAME:						
20178lot5Sand6						
SCALE:						
1"=30'						
JOB NO.						
20178						
SHEET:						
C2.0						







... creating a better quality of life

MEMORANDUM

DATE: April 24, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Kingdom Crest Commercial – Section 2
Fresh Hospitality
Sewer Allocation Ordinance (SAO)
Variance Request

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 MF13B currently has capacity for 4493 connections. By committing sewer service to this development, Staff is determining that basin 13B's sewer connection capacity will be reduced by 3 connections, resulting in 4490 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 23 sfu's, resulting in a larger sewer discharge than the 400 gallon per day per connection average the model is based upon.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 2.59 acres, the property is allowed 6 sfu's. Therefore, the development is requesting a variance of 17 sfu's.

The Veterans Blvd/Franklin Hwy corridors are very attractive areas within the City. 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

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Resolution 24-R-11 – Unclaimed Property Request

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance ☐

Resolution ☒

Motion ☐

Direction ☐

Information ☐

Summary

Annual request to State to return unclaimed property remitted by the City.

Staff Recommendation

Approve Resolution 24-R-11.

Background Information

The City remits unclaimed property to the State on an annual basis. Upon request, the State returns unclaimed property to the City after the required holding period has been met and the property remains unclaimed, provided the City agrees to accept liability for future claims of these funds and to report to the State, on an annual basis, of any claims made.

Council Priorities Served

Responsible budgeting

Funds held by the City are available for investment earnings in the City's General Fund.

Fiscal Impact

Funds are returned to the City and the liability for future claims is generally low. To date we have not had a claim for funds after return from the State.

Attachment

Resolution 24-R-11

RESOLUTION 24-R-11 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and,

WHEREAS, the City of Murfreesboro and/or its agencies have remitted accounts to the State of Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 2023; and,

WHEREAS, the City of Murfreesboro agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and,

WHEREAS, it is agreed that the City of Murfreesboro will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in the City's General Fund.

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

SECTION 1. The City of Murfreesboro requests the State Treasurer to pay the unclaimed balance of funds remitted for the 2023 report year to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the City and its agencies is attached.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2C36E64F0401

Adam F. Tucker
City Attorney

I, Jennifer Brown, hereby certify that this is a true and exact copy of the foregoing Resolution which was approved and adopted at a meeting held on the ____ day of _____, 2024, the original of which is on file in the office of the City Recorder of the City of Murfreesboro, Tennessee. I further certify that the City Council, which includes the Mayor, consists of seven (7) members, and that ____ members voted in favor of the Resolution.

WITNESS my official signature and the seal of said Municipality this ____ day of _____, 2024.

JENNIFER BROWN, CITY RECORDER

(SEAL)

04/22/24

**REMITTANCES FILED BY OR ON BEHALF
OF LOCAL GOVERNMENT AND ITS AGENCIES**

Name of County/Municipality City of Murfreesboro
Mailing Address P. O. Box 1139
Murfreesboro TN 37133-1139

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
City of Murfreesboro	15830	18,424.96	10/26/2023	62-6000374

I certify that any agencies included in this request are chartered under this local government.

615-893-5210
Phone Number

(Signature)

Jennifer Brown
Printed Name

Finance Director
(Title)

Date _____

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Beasie Rd/River Rock Connector - Change Order #1

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Change Order #1 Beasie Rd/River Rock Connector Road project.

Staff Recommendation

Approve Change Order #1 with Bell and Associates, LLC for the Beasie/River Rock connector project.

Background Information

In January 2023, Council approved the construction contract for the Beasie/River Rock Connector project with an original completion date of June 17th, 2024. Due to delays in the environmental permitting process, this project did not receive full permit status until August 7th, 2023, which was 173 days after the notice to proceed was issued.

In response to this delay, Bell and Associates has requested an additional 105 days to be added to the contract time. If approved, this would change the substantial completion date to August 30, 2024 and final completion to September 30, 2024.

Council Priorities Served

Expand Infrastructure

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

Fiscal Impact

None

Attachments

Beasie/River Rock Connector Change Order #1

CHANGE ORDER NO. 1

PROJECT: Beasie/River Rock Connector
Murfreesboro, Tennessee

CONTRACTOR: Bell Construction
1000 Health Park Dr. Suite 150
Brentwood, TN 37027

DATE: March 14, 2024

You are hereby directed to make the following changes in this Contract:

DESCRIPTION:

The addition of 105 days to the contract time due to delays in receiving environmental permits.
Dates are summarized below:

Contract Time Change

The Effective Date of Contract.....	<u>02/16/2023</u>
The Notice to Proceed for Construction.....	<u>04/07/2023</u>
Original Substantial Completion Date.....	<u>05/17/2024</u>
Original Final Completion Date.....	<u>06/17/2024</u>
Days Added to Contract.....	<u>105 Days</u>
Revised Substantial Completion Date.....	<u>08/30/2024</u>
Revised Final Completion Date.....	<u>09/30/2024</u>

ENERGY LAND & INFRASTRUCTURE, LLC
ENGINEER

BY: [Signature]

DATE 3/14/24

CITY OF MURFREESBORO
ENGINEERING DEPT

BY: [Signature]
Executive Director

DATE: 3-14-24

BELL CONSTRUCTION
CONTRACTOR

BY: [Signature]

DATE 3/14/2024

CITY OF MURFREESBORO
OWNER

BY: _____

Mayor

DATE: _____



October 25, 2023

City of Murfreesboro
Joe Ehleben
111 W Vine Street
Murfreesboro, TN 37133

To Whom It May Concern:

When the River Rock Road and Beasie Road Connector Project was bid, the contractors were not informed that the environmental permits had not yet been obtained. The City of Murfreesboro informed Bell & Associates Construction, LLC at the pre-construction meeting held on February 14, 2023 that they did not have the permits in hand. The contract was signed by the City and BELL and executed on February 15, 2023. However, the ARAP permits for the bridge work were not received until June 1, 2023, 105 days after the original executed contract. Furthermore, the waterline ARAP permit was not received until August 7, 2023, 173 days after the original executed contract. There was an intermediate agreement between the City of Murfreesboro and Bell Construction to change the substantial completion and final completion dates to June 22, 2024 and July 22, 2024, respectively. However, because the delay was longer than anticipated after the NTP was signed, BELL is requesting that 105 days be added to the original contract completion date making the substantial completion date August 30, 2024 and the final completion date September 30, 2024.

Thank you and please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

BELL & ASSOCIATES CONSTRUCTION, LLC

Abby Redditt, PE
Project Manager

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Professional Services Contract – SE Broad Widening

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Professional Services Contract for the widening of SE Broad.

Staff Recommendation

Approve professional services contract with Kimley Horn Inc.

Background Information

Staff requested a proposal from Kimley Horn, Inc. for an assessment of the SE Broad Street corridor between South Maney Avenue and Bradyville Pike. This contract includes traffic data collection, current operational analysis, and conceptual design services, which will provide essential information for a future full design contract. The final design will be a five-lane curb and gutter section with a sidewalk on each side, as outlined in the 2040 Major Transportation Plan. A map detailing this project's location is included for your review.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the widening of existing roadways.

Fiscal Impact

The cost of this work, \$57,700, is funded within the FY24 CIP Budget.

Attachments

1. Professional Services Contract from Kimley Horn Inc.
2. Project Map

INDIVIDUAL PROJECT ORDER NUMBER 118073020

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Murfreesboro, Tennessee (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 26, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: SE Broad Street Corridor Assessment
KH Project Manager: Chris Rhodes, PE
KH Project Number: 118073020

Specific Scope of Services:*Project Understanding*

The City of Murfreesboro is interested in corridor assessment being prepared along SE Broad Street between South Maney Avenue and Bradyville Pike / Bellwood Drive, stretching approximately 1,600 linear feet. The corridor assessment will address the required geometry and right-of-way / easement needs to accommodate a widening to a five (5)-lane section within the project limits.

Task 1 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of a corridor concept graphic and the necessary traffic / crash data collection efforts for the project. Furthermore, it will consist of a field visit to determine and verify field geometry (lanes, curb and gutter sections, sidewalk, etc.), observable utilities, and right-of-way (ROW) limits within the corridor.

Task 1.1 – Assemble Base Mapping

Kimley-Horn will request the City's Geographic Information System (GIS) files and existing ground data information from the Tennessee Department of Transportation (TDOT) – two (2)-foot contours, if available – for the project limits. Utilizing this digital data, we will prepare base mapping suitable for project use. Kimley-Horn will assemble the base mapping to use as the conceptual design plan sheets.

Task 1.2 – Traffic / Crash Data Collection Services

Kimley-Horn will acquire turning movement counts (TMC) at the following project intersections on a typical weekday with Rutherford County schools in session from 6:00AM – 8:00PM:

- Intersection of SE Broad Street at South Maney Avenue
- Intersection of SE Broad Street at Ash Street
- Intersection of SE Broad Street at Dr. Martin Luther King Jr. Boulevard
- Intersection of SE Broad Street at Bradyville Pike
- Intersection of SE Broad Street at Bellwood Drive

Directional Average Annual Daily Traffic (AADT) tube counts will also be acquired along the corridor from the TDOT.

Kimley-Horn will also acquire exiting crash data along the corridor, available from TDOT over a three (3) year period and will prepare a three (3)-year period crash analysis for the project corridor. The results of the analysis will be used in considering geometric options for the corridor.

Task 2 – Operational Analysis

Once the field data has been collected and compiled, Kimley-Horn will perform an operational analysis along the corridor for the existing weekday AM and PM peak hours. Capacity analyses consistent with the *Highway Capacity Manual* will be performed to document existing conditions and recommended improvements along the corridor. Recommended improvements will be identified based upon the traffic data and crash analysis from Task 1, geometric and/or capacity deficiencies identified in this sub-task, and any multimodal deficiencies to be identified during this sub-task.

During this task, Kimley-Horn will project future weekday traffic conditions (AADT and TMC) along the corridor for future years associated with a five (5) and 25-year horizon (2029 and 2049) Build and No-Build scenarios.

Task 3 – Conceptual Design Services

Building off the findings and recommendations in Task 2, Kimley-Horn will prepare a conceptual design along the corridor addressing the following items:

- Horizontal and vertical alignment
- Side street impacts
- Potential Right-of-Way (ROW) and/or easement impacts
- Structure needs (retaining wall, box culvert, etc.)
- Signal system / Intelligent Transportation System (ITS) enhancements and/or modifications
- Multimodal enhancements (pedestrian [sidewalks, signalized pedestrian crossings], bicycle facility needs, and transit operations [bus stops, shelters, exclusive lanes])
- Environmental concerns and mitigation techniques

The conceptual design will be presented in a conceptual graphic set that consists of:

- Typical sections
- 200-scale (or similar) plan view conceptual layout figures consisting of:
 - Existing parcel data
 - Estimated proposed ROW and slope lines
 - Environmental features (wetlands, streams, churches, parks, schools, etc.)
 - Roadway centerline
 - Pavement markings
 - Structures (guardrail, retaining walls, box culverts, etc.)
 - Slope adjustments
 - Locations where design exceptions are recommended

Following development of the conceptual design, Kimley-Horn will prepare for and facilitate up to one (1) meeting with City staff (at City Hall or Kimley-Horn offices) to discuss the preliminary findings.

Task 4 – Engineer's Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable cost (i.e., cost estimate) of the recommended improvements along the corridor consistent with TDOT Technical Report standards via the TDOT Cost Estimate Tool.

Task 5 – Summary Report

Once input is received from City staff regarding the conceptual design, Kimley-Horn will prepare a summary memorandum with supporting graphics / appendices to document our findings and recommendations. This memorandum will be provided to City staff in electronic PDF format.

Schedule:

Given a notice to proceed and IPO execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

Deliverables:

- Draft conceptual design prior to review meeting (PDF format)
- Draft and final summary memorandum along with concept graphic and appendices (PDF format)

Terms of compensation:

Kimley-Horn will perform the services in Tasks 1 through 5 on a labor fee plus expenses basis with the maximum fee as summarized below:

Task 1 – Data Collection Services	\$11,300
Task 2 – Operational Analysis	\$17,200
Task 3 – Conceptual Design Services	\$18,400
Task 4 – Engineer's Opinion of Probable Cost	\$4,400
Task 5 – Summary Report	\$6,400
Total Labor / Expense Fee:	\$57,700

Kimley-Horn will not exceed the total maximum labor/expense fee shown without authorization from the City of Murfreesboro. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

ACCEPTED:

CITY OF MURFREESBORO, TENNESSEE

SIGNED: _____

PRINTED NAME: Shane McFarland

TITLE: Mayor

DATE: _____


KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: 

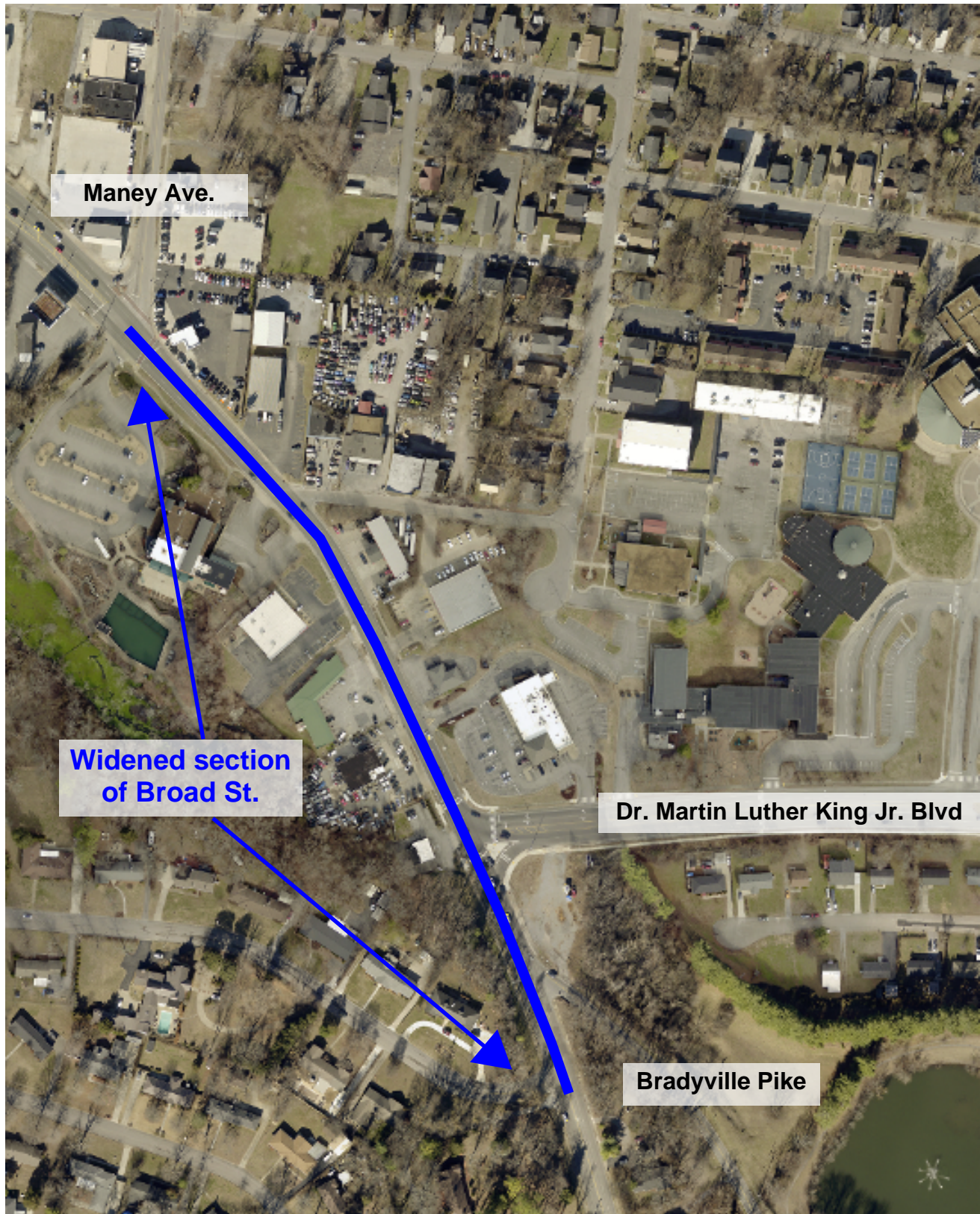
PRINTED NAME: Christopher D. Rhodes

TITLE: Vice President

DATE: February 13, 2024

DocuSigned by:
APPROVED AS TO FORM

43A2035E51F9401
Adam F. Tucker, City Attorney

Broad Street Widening Project Limits



COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Professional Services Contract Amendment – Medical Center Parkway Widening

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Contract amendment for the widening of Medical Center Parkway.

Staff Recommendation

Approve the contract amendment with Energy Land and Infrastructure, LLC.

Background Information

Staff entered into an agreement with Energy Land and Infrastructure, LLC (ELI) for the preliminary and final design to widen Medical Center Parkway in August 2022. Upon entering into this agreement, staff anticipated an upcoming amendment for the development of the Broad Street and Medical Center Parkway intersection as the scope had not been defined yet.

These improvements include the realignment of the Medical Center/Broad and Ridgely Road/Broad intersections along with enhancements to Broad Street and adjacent side streets from Medical Center to Ridgely Road. Additionally, the project includes the installation of a new signal at the Ridgely/Broad intersection. A map outlining the project limits is included for your review. ELI's proposal is for \$351,422 to complete the scope of work assigned.

Council Priorities Served

Expand Infrastructure

Improvements to these roadways will increase capacity and help traffic flow to alleviate congestion in this highly developed area.

Fiscal Impact

This expense, \$351,422, is funded by the FY21 and FY22 CIP bond and loan proceeds.

Attachments

1. Professional Services Contract Amendment from ELI.
2. Exhibit of project limits.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Murfreesboro, Tennessee**
Engineer: **Energy Land & Infrastructure, LLC**
Project: **Medical Center Parkway Widening**
Effective Date of Owner-Engineer Agreement: **August 19, 2022**

Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

The scope of work for this Amendment No. 1 is generally described as survey, preliminary, right-of-way, and final design, right-of-way exhibits and descriptions and the development of contract documents for the realignment and improvements to the Medical Center Parkway/Broad Street and Ridgely Road/Broad Street intersections as well as improvements to Broad Street and the adjacent side streets located between Medical Center Parkway and Ridgely Road on the west side of Broad Street, with said work being referred to hereafter as Section 4 of the Medical Center Parkway Widening project.

Please refer to the attached Amendment 1, Exhibit A, Conceptual Plan for illustration of the proposed Section 4 improvements. Below is a concise breakdown of the proposed Section 4 improvements delineated by roadway name:

- Medical Center Parkway
 - Widening from existing 4-lane cross-section with 11-foot lanes to a 6-lane cross-section with 10-foot lanes with raised concrete median from approximately Hanson Court to Broad Street
 - Realigning roadway from approximately Hanson Court across Broad Street to Jones Boulevard to reduce the intersection skew and create a more perpendicular intersection with Broad Street
 - Adding an additional right-turn lane leading to Broad Street
 - New signalization for the improved intersection with Broad Street
 - Limits of improvements extend from approximately Hanson Court eastward across Broad Street to Jones Boulevard
- Broad Street
 - Adding an additional westbound left-turn lane leading to Medical Center Parkway with raised concrete median.
 - Widening the roadway to the west between Ridgely Road and Medical Center Parkway to accommodate the additional left-turn lane onto Medical Center Parkway



- Anticipated limits of improvements extend from approximately 300' to the south of the Ridgely Road intersection to approximately 800' north of the Medical Center Parkway intersection
- Ridgely Road
 - Realigning Ridgely Road from approximately Scott Street to Broad Street to better align with the roadway segment on the east side of Broad Street
 - New signalization for the improved intersection of Ridgely Rd and Broad Street
 - Anticipating limits of improvements extend from approximately Scott Street to 500' east of Broad Street
 - Resultant modifications to Chuy's Parking Lot including:
 - Adding parking spaces to the existing Chuy's parking lot to replace the spaces that will be removed to accommodate the realignment of Ridgely Road
 - Demolition of the existing driveway connection to Broad Street
 - Incorporating a new driveway connection to the proposed cul-de-sac at the east terminus of W. College Street.
- W College Street
 - Closure/demolition of the intersection of W. College Street with Medical Center Parkway on south side of Medical Center Parkway
 - Closure/demolition of the intersection of W. College Street with Broad Street including the addition of a cul-de-sac at the south terminus of W. College Street west of Broad Street
 - Realignment of the existing roadway to connect with existing Hanson Court on south side of Medical Center Parkway
 - Conversion of the intersection on north side of Medical Center Parkway to right-in/right-out (no left turn onto Medical Center Pkwy)
 - Anticipated limits of improvements extend from approximately Broad Street to 300 feet north of Medical Center Parkway intersection
- Hanson Court
 - Closure/demolition of the intersection of Hanson Court with Medical Center Parkway and connection with the realigned W. College Street on south side of Medical Center Parkway
 - Anticipated limits of improvements extend from approximately Rosebank Drive to the connection with the realigned W College Street
- Dashiel Street
 - Realign roadway from approximately Scott Street to the realigned W College Street
 - Anticipated limits of improvements extend from Scott Street to realigned W College Street
- Stockard Street
 - Conversion of intersection with Broad Street to right-in/right-out
 - Anticipated limits of improvements extend from W College Street to Broad Street

The professional services scope of work for this Amendment No. 1 includes additional surveying and engineering services for the improvements described above to be provided by ELI as the prime roadway design consultant as well as subconsultants Neel-Schaffer, Inc. and Wiser Consultants for traffic analysis and design and land surveying, respectively. The roadway survey and design scope of services for Section 4 will conform to the work breakdown structure in the Engineer Agreement. The Section 4



scope of services for traffic analysis and traffic signal design services is included herein as Exhibit B. The revised survey limits and additional parcel count is included as Exhibit C. Following is a breakdown of additional fees by discipline:

Amendment No. 1 Fee Summary by Discipline:	
Surveying (Wiser Consultants)	\$95,900.00
Traffic Analysis & Signal Design (Neel-Schaffer, Inc)	\$69,300.00
Roadway Planning & Design (Energy Land & Infrastructure, LLC)	\$186,221.66
Amendment No. 1 Total:	\$351,421.66

Modifications to payments to the Engineer are amended as summarized below:

Agreement Summary:	
Original agreement amount:	\$1,934,557.69
Net change for prior amendments:	\$0.00
This amendment amount:	\$351,421.66
Adjusted Agreement amount:	\$2,285,979.35
Change in time for services (days or date, as applicable):	12 months (Section 4 only)

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner

City of Murfreesboro

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: **Shane McFarland**

(typed or printed)

Title: **Mayor**

(typed or printed)

Engineer

Energy Land & Infrastructure, LLC

(typed or printed name of organization)

By: _____

Thomas L. Saunders

(individual's signature)

Date: **4/29/2024**

(date signed)

Name: **Thomas L. "Chuck" Saunders, PE**

(typed or printed)

Title: **President**

(typed or printed)

APPROVED AS TO FORM

Adam Tucker

Adam F. Tucker, City Attorney



EXHIBIT B
Medical Center Pkwy Improvement Project – Phase 4
Medical Center Pkwy at NW Broad St
Scope of Services

The following scope of work outlines the professional services to be provided by Neel-Schaffer, Inc. (NSI) to Energy, Land & Infrastructure (ELI) regarding preliminary engineering of Section 4 improvements to the Medical Center Pkwy corridor. ELI has retained NSI to provide engineering services related to traffic operations analysis and subsequent traffic signal design tasks. Section 4 improvements focus on planned roadway and traffic operation modifications at Medical Center Parkway's intersection with NW Broad St and surrounding intersections. Exhibit-A illustrates the proposed concept improvements as developed by ELI during early planning. The city of Murfreesboro transportation and engineering departments desire to investigate specific traffic operation needs based on the proposed roadway geometrics and street reconfiguration as shown in the concept drawing.

NSI will provide traffic engineering services within three tasks. Task 1 will prepare a traffic assessment to identify preferred operating parameters at two study area intersections:

- Medical Center Pkwy at NW Broad St
- NW Broad St at Ridgely Rd

Task 2 will include engineering services to prepare traffic signal designs for the same project intersections: traffic signal replacement at Medical Center Pkwy/NW Broad St and new traffic signal installation at NW Broad St/Ridgely Rd. Task 3 will develop and incorporate new coordinated traffic signal timings for the two subject intersections under proposed conditions with the city's existing coordinated subsystem zone.

Task 1 – Traffic Operations Assessment

Traffic analysis will evaluate the proposed intersection operations of the two study locations based on the proposed configuration and lane geometrics presented in the Concept Plan drawing. Using new intersection turning movement count data, analysis will develop Horizon Year 2026 (expected build-out) traffic volume demand referencing TDOT historical data and ambient growth rates. The 2026 horizon year traffic model will reassign traffic volume movements impacted by the closure of the Medical Center Pkwy/ W College St (south approach) intersection and cul-de-sac of W College St at its southern terminus near NW Broad St. The draft traffic volume model (existing and horizon year) will be provided to the city transportation department for review and concurrence prior to proceeding with traffic analysis. Traffic assessment will prepare traffic operations analysis for Existing Year (2024) and Horizon Year (2026) conditions.

Analysis results will document proposed conditions using the following operating metrics: LOS (average delay), forecasted 95th percentile vehicle queue lengths for key movements, and preferred traffic signal phasing. Analysis will consider the following weekday peak periods: AM, Midday and PM peaks. Assessment will use current Synchro software model files and existing traffic signal timings as provided by the city of Murfreesboro and ELI (analysis will assume typical traffic signal timings for the NW Broad St/Ridgely Rd intersection, which currently operates under stop sign control on minor street approaches).

EXHIBIT B
Medical Center Pkwy Improvement Project – Section 4
Medical Center Pkwy at NW Broad St
Scope of Services

Results of the traffic operations analysis will be reported to ELI and the city transportation department for use in developing preliminary engineering design of the proposed improvements:

- Desirable storage length of key exclusive turn lanes (the number and orientation of proposed turn lanes will be taken from Concept Drawing provided by ELI):

Medical Center Pkwy at NW Broad St

- Eastbound dual right-turn (eastbound left-turn movement is excluded from queuing report as the lane originates as the inside through lane that transitions to a dedicated left-turn lane)
- Northbound dual left-turn
- Westbound single right-turn (westbound left-turn movement is excluded from queuing report as it originates as a continuous two-way left-turn lane east of NW Broad St)
- Southbound single left-turn
- Southbound right-turn/curb lane will be assessed for two operating scenarios: (a) exclusive right-turn only lane (southbound approach contains two through lanes), and (b) shared through-right lane assignment (providing three SB through lanes with channelized SB right-turn movement leading to added through lane in WB travel direction)

NW Broad St at Ridgely Rd

- Eastbound and westbound left-turn on Ridgely Rd
- Northbound and southbound left-turn movements are excluded from queuing report as the lanes operate as continuous two-way left-turn lanes

- Level-of-Service and Average Delay forecasts
- Preferred traffic signal phasing configurations

Final deliverable for traffic operations assessment task will include the following documentation:

- Tabular reporting of traffic analysis metrics
- Functional sketch illustrating recommended turn lane lengths and traffic signal phasing operations

Task 1 Summary:

- Traffic volume data collection (4 – 12-hour weekday TMCs)
- Develop/forecast 2026 traffic volume movements under proposed conditions
- Document 2024 and 2026 traffic demand volumes
- Acquire and update base Synchro software model files (provided by COM)
- Prepare existing year (2024) and horizon year (2026) traffic analysis
- Develop draft traffic operations recommendations
- Coordinate and update results based on City/ELI comments
- Prepare documentation deliverables

EXHIBIT B
Medical Center Pkwy Improvement Project – Section 4
Medical Center Pkwy at NW Broad St
Scope of Services

Task 2 – Traffic Signal Design Services

NSI will provide ELI with traffic signal design services and delivery of (electronic) sealed construction plan sheets for incorporation into the overall construction plan set developed by ELI. Design services include the following intersections:

- Medical Center Pkwy at NW Broad St
- NW Broad St at Ridgely Rd

Traffic signal design will follow city of Murfreesboro and Tennessee Department of Transportation (TDOT) traffic signal design guidelines, as applicable. Scope assumes modifications will require complete replacement of the traffic signal at Medical Center Pkwy and NW Broad St. Based on this, the proposed traffic signal designs will include cantilever support poles, new traffic signal head displays, radar vehicle detection equipment and base mount cabinets. ELI will provide to NSI the topographical field survey and proposed roadway design CAD files. Design preparation will be prepared using MicroStation V8i software and consist of two plan sheets per intersection: proposed signal layout and signal detail sheet (signal wiring diagram, vehicle detection detail and signal phasing diagram). Design of the NW Broad St/Ridgely Rd traffic signal will provide connection to the existing city-owned fiber optic communication cable present along NW Broad St (fiber optic drop cable and connection to network switch). The individual plan sheets prepared by NSI will be provided to ELI for insertion and incorporation into the overall project plan set.

Task 2 Summary:

- Acquire proposed roadway geometry and survey CAD files from ELI
- Prepare design sheet base mapping and base files
- Prepare preliminary (Right-of-Way, 70%) proposed traffic signal design
- Tabulate preliminary quantity estimate
- Coordinate and incorporate City/ELI design comments
- Prepare draft (Construction, 90%) traffic signal design and detail sheets
- Develop final construction quantity estimate
- Document traffic signal standard drawings and general notes (information will be provided to ELI electronically for inclusion in overall plan set)
- Prepare and submit final, sealed traffic signal design sheets in electronic PDF format
- Design tasks provide for up to two (2) review iterations by city of Murfreesboro transportation department/ELI staff

EXHIBIT B
Medical Center Pkwy Improvement Project – Section 4
Medical Center Pkwy at NW Broad St
Scope of Services

Task 3 – Prepare Updated Coordinated Traffic Signal Timings

NSI will prepare updated traffic signal timings to incorporate the proposed intersection improvements into the city's existing coordinated traffic signal operations. Signal timing updates will be limited to the signalized intersections included in the task order (NW Broad St/Medical Center Pkwy and NW Broad St/Ridgely Rd). The city of Murfreesboro currently operates a coordinated signal system that encompasses the referenced intersections. These intersections exist within the NW Broad signal subsystem zone. The task intends to update the existing coordinated signal timings for the intersection of NW Broad St/ Medical Center Pkwy and prepare new coordinated timings for the intersection of NW Broad St/Ridgely Rd (as the intersection currently functions under stop sign control conditions). Coordinated signal timings will consist of up to five (5) operating plans as currently deployed by the city transportation department (weekday AM, weekday midday, weekday PM, Off-peak, weekend peak). The task will incorporate the proposed operations of both intersections into the overall coordinated operations of the NW Broad signal subsystem zone. The NW Broad signal system will be updated by integrating the operations of the two modified intersections, while maintaining the current traffic signal timings and operating parameters of all other signalized intersections included in the NW Broad subsystem. The task excludes any updates to the other intersections included in the NW Broad signal subsystem zone. As such, the task will maintain current signal system cycle lengths and time-of-day operating plans of the NW Broad subsystem zone. Traffic counts collected under Task 1 will be used to formulate proposed signal timing splits and offsets for the two intersections included in the project. New basic signal timings will be developed for the NW Broad St/Ridgely Rd intersection; while, existing signal timings will be retained for the NW Broad St/Medical Center Pkwy intersection, except for settings that require update because of the geometric improvements planned as part of the proposed roadway project. Development of new coordinated signal timings will utilize the current Synchro software models maintained by the city transportation department, which will be provided to NSI by city officials. The task includes preparation of new traffic signal coding sheets for the two project intersections. Coding sheets will take the form of the standard template as used and provided by the city transportation department. NSI will submit draft signal timing data in the form of the draft coding sheets and Synchro model data for review by city officials. The scope will allow for one review iteration. Upon receipt of feedback, NSI will prepare and submit final traffic signal coding sheets and Synchro model for later use by the city transportation department during the project's implementation phase.

EXHIBIT B
Medical Center Pkwy Improvement Project – Section 4
Medical Center Pkwy at NW Broad St
Scope of Services

Services currently excluded from scope of work:

- Fiber optic cable design and splicing details
- Environmental documents and recommendations
- Lighting Design
- Geotechnical investigations
- Utility Relocation Design / Subsurface Utility Engineering
- Structure Design / Retaining Wall Design and Sheets
- Permit Preparation
- Public Hearing / Engagement services
- Bid Phase Services
- Construction Phase Services
- Implementation and fine-tuning of updated coordinated signal timings

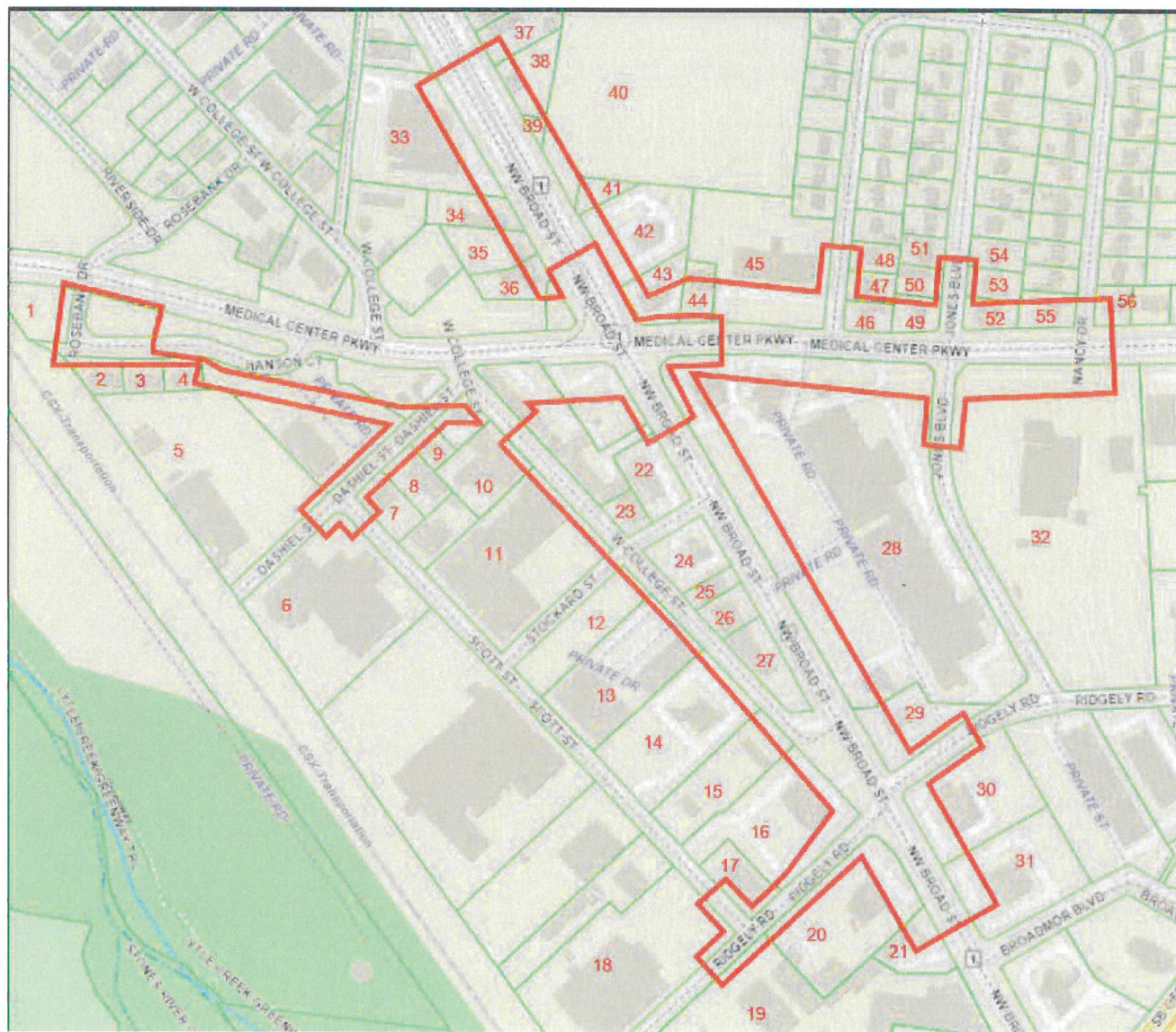
Items to be provided by ELI or others

- Topographic field survey, including existing utility locations
- Proposed roadway design files in MicroStation v8i format
- Roadway and Storm Drainage design services
- Permits
- Pavement design
- Right-of-Way Acquisition services, including preparation of legal descriptions and exhibits
- Utility coordination
- Existing traffic signal timings, including Synchro software files
- Synchro signal timing models (2024 current plans)

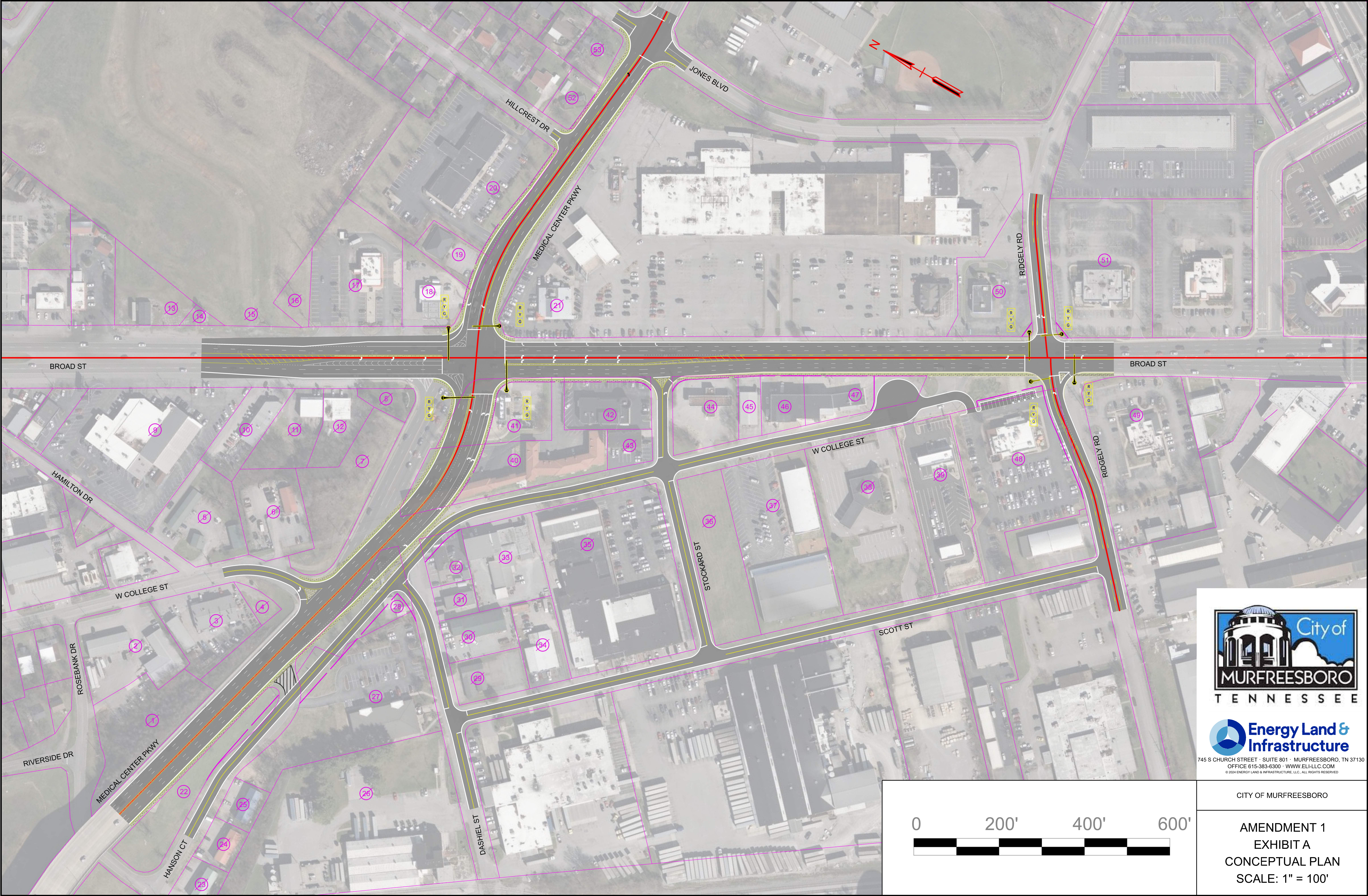
EXHIBIT C



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500



1/24/2024 4:45:00 PM W:\22-12-2102 MEDICAL CENTER PARKWAY WIDENING\3_CAD\REFERENCES\COMMON\22-12-2102 - MEDICAL CENTER PARKWAY WIDENING\GNEXHITS\MCP AND BROAD INTERSECTION\PHASE 3 FUNCTIONAL INTERSECTION BASE - REVISED.DGN



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CITY OF MURFREESBORO

AMENDMENT 1
EXHIBIT A
CONCEPTUAL PLAN
SCALE: 1" = 100'

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Old Fort Park Tennis Court Renovations

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Agreement with Steelhead Building Group, LLC for Tennis Court Renovations at Old Fort Park.

Staff Recommendation

Approve the agreement with Steelhead.

Background Information

The eight original tennis courts need renovation. This project consists of demolition of the eight original tennis courts and site amenities, and the construction of six new tennis courts, six new pickleball courts, fencing, lighting, and concrete curbing around the new courts. This project was competitively bid, and Steelhead was the lowest responsible bidder.

Council Priorities Served

Establish strong City brand

The court renovations at Old Fort Park will provide the community a desirable and safe place to enjoy these sports.

Fiscal Impact

The expense, \$1,244,403, is funded by the American Rescue Plan Act (ARPA).

Attachments

Agreement with Steelhead Building Group, LLC

Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Contractor:
(Name, legal status, address and other information)

Steelhead Building Group, LLC
105 Westpark Drive, Suite 108
Brentwood, TN 37027

for the following Project:
(Name, location and detailed description)

Old Fort Park Tennis Court Renovations
(ITB-24-2024)
921 Golf Lane
Murfreesboro, TN 37129

The Architect:
(Name, legal status, address and other information)

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1685008705)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than 130 (One Hundred Thirty) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Forty-Four Thousand Four Hundred Three Dollars (\$1,244,403.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Provide concrete curb around renovated courts at Old Fort Park site	\$91,054

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

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

Item	Units and Limitations	Price per Unit (\$0.00)
Over excavation and fill	81.00/cy	\$8,000.00
Full depth asphalt replacement	12.00/sf	\$19,200.00

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$300.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

§ 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2

(Paragraphs deleted)

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

§ 5.1.3 Provided the Application for Payment and all required supporting documentation is received by the Architect not later than the fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 [Intentionally omitted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the

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(Paragraphs deleted)

daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ Litigation in a court of competent jurisdiction

☒ Other (Specify)

AIA Document A201™-2017, General Conditions of the Contract for Construction Addendum B,
Dispute Resolution Procedures

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

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or his designee as indicated in writing from time to time.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

James Pollard, Principal
Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027
Email: jpollard@steelheadbg.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 [Intentionally Omitted]
- .5 Drawings

Number	Title	Date
C0.00	Cover Sheet	2/14/2024
C0.01	Civil Notes	2/14/2024
C0.02	Existing Conditions	2/14/2024
C0.03	Existing Conditions Atl. No. 1	2/14/2024
C0.04	Demolition Plan	2/14/2024
C1.01	Site Plan	2/14/2024
C1.02	Site Plan - Atl. No. 1	2/14/2024

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C2.01	Grading & Drainage Plan	2/14/2024
C3.01	Erosion Control Plan	2/14/2024
C4.01	Utility Plan	2/14/2024
C5.11	Site Details	2/14/2024
C5.12	Site Details	2/14/2024
C5.13	Site Details	2/14/2024
C5.14	Site Details	2/14/2024
C5.15	Grading & Drainage Details	2/14/2024
C5.16	Erosion Details	2/14/2024
C5.17	Erosion Details	2/14/2024
E001	Electrical Site Plan	2/14/2024
	Electrical Schedules & Details	2/14/2024
E002	Electrical Photometrics Site Plan	2/14/2024
E003		

.6 Specifications

Section	Title	Date	Pages
Attached Table of Contents – Exhibit C		2/14/2024	

.7 Addenda, if any:

Number	Date	Pages
1	4/05/2024	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Shane McFarland, Mayor
(Printed name and title)

CONTRACTOR (Signature)

James Pollard, Principal
(Printed name and title)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

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COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Discovery School MultiSport Court Installation

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Agreement with Browning Chapman, LLC d/b/a/ Sport Court of Tennessee through Sourcewell Contract for multisport court at Discovery School.

Staff Recommendation

Approve the agreement with Sport Court.

Background Information

The west end of the existing court has extensive tree root damage. This project will remove the damaged asphalt, replace the existing fence, resurface, and install sport tiles on the remainder of the existing court. The sport tiles will be lined for pickleball, tennis, basketball, and four-square courts. State statute and Council Resolution authorizes cooperative purchases. The purchase of this playground equipment will be done through the Sourcewell contract to procure the most competitive price for the project.

Council Priorities Served

Responsible budgeting

Maintaining infrastructure in a proactive manner assures safe and extended use of City assets.

Fiscal Impact

The total project cost, \$139,855, is funded by \$93,000 grant from Project Diabetes and \$46,855 by interest on County Shared Bonds.

Attachments

1. Sport Court of Tennessee Proposal
2. Agreement with Sport Court of Tennessee



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Contractor:
(Name, legal status, address and other information)

Steelhead Building Group, LLC
105 Westpark Drive, Suite 108
Brentwood, TN 37027

for the following Project:
(Name, location and detailed description)

Old Fort Park Tennis Court Renovations
(ITB-24-2024)
921 Golf Lane
Murfreesboro, TN 37129

The Architect:
(Name, legal status, address and other information)

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Forty-Four Thousand Four Hundred Three Dollars (\$1,244,403.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Provide concrete curb around renovated courts at Old Fort Park site	\$91,054

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

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

Item	Units and Limitations	Price per Unit (\$0.00)
Over excavation and fill	81.00/cy	\$8,000.00
Full depth asphalt replacement	12.00/sf	\$19,200.00

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$300.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

§ 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 [Intentionally omitted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the

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User Notes:

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or his designee as indicated in writing from time to time.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

James Pollard, Principal
Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027
Email: jpollard@steelheadbg.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 [Intentionally Omitted]
- .5 Drawings

Number	Title	Date
C0.00	Cover Sheet	2/14/2024
C0.01	Civil Notes	2/14/2024
C0.02	Existing Conditions	2/14/2024
C0.03	Existing Conditions Atl. No. 1	2/14/2024
C0.04	Demolition Plan	2/14/2024
C1.01	Site Plan	2/14/2024
C1.02	Site Plan – Atl. No. 1	2/14/2024

Init.

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User Notes:

(1685008705)

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Shane McFarland, Mayor
(Printed name and title)

CONTRACTOR (Signature)

James Pollard, Principal
(Printed name and title)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Init.

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User Notes:

(1685008705)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

...

[☒] Not later than 130 (One Hundred Thirty) calendar days from the date of commencement of the Work.
PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Forty-Four Thousand Four Hundred Three Dollars (\$ 1,244,403.00), subject to additions and deductions as provided in the Contract Documents.

...

Provide concrete curb around renovated \$91,054
courts at Old Fort Park site

...

<u>Over excavation and fill</u>	<u>81.00/cy</u>	<u>\$8,000.00</u>
<u>Full depth asphalt replacement</u>	<u>12.00/sf</u>	<u>\$19,200.00</u>

§ 4.5 ~~Liquidated damages, if any:~~ **Damages**

~~(Insert terms and conditions for liquidated damages, if any.)~~ § 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$300.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished. § 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1, shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

PAGE 4

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

...

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

or his designee as indicated in writing from time to time.

PAGE 7

James Pollard, Principal
Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027
Email: jpollard@steelheadbg.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™ 2017~~ Exhibit A, and elsewhere in the Contract Documents.

...

- .2 ~~AIA Document A101™ 2017, Exhibit A, Contractor's Insurance and Bonds Requirements~~
- .3 ~~AIA Document A201™ 2017, General Conditions of the Contract for Construction~~ Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this Agreement.)~~ [Intentionally Omitted]

...

<u>C0.00</u>	<u>Cover Sheet</u>	<u>2/14/2024</u>
<u>C0.01</u>	<u>Civil Notes</u>	<u>2/14/2024</u>
<u>C0.02</u>	<u>Existing Conditions</u>	<u>2/14/2024</u>
<u>C0.03</u>	<u>Existing Conditions Atl.</u>	<u>2/14/2024</u>
	<u>No. 1</u>	
<u>C0.04</u>	<u>Demolition Plan</u>	<u>2/14/2024</u>
<u>C1.01</u>	<u>Site Plan</u>	<u>2/14/2024</u>
<u>C1.02</u>	<u>Site Plan – Atl. No. 1</u>	<u>2/14/2024</u>
<u>C2.01</u>	<u>Grading & Drainage Plan</u>	<u>2/14/2024</u>
<u>C3.01</u>	<u>Erosion Control Plan</u>	<u>2/14/2024</u>
<u>C4.01</u>	<u>Utility Plan</u>	<u>2/14/2024</u>
<u>C5.11</u>	<u>Site Details</u>	<u>2/14/2024</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Adam F. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:40:11 ET on 04/26/2024 under Order No. 2114504977 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Monday, December 11th, 2023

Sport Court Demolition & Fence Proposal for Discovery School

Current Site Dimensions: 144' x 119' = 17,136 sq. ft.

Target Site Dimensions: 100' x 119' = 11,900 sq. ft.

DEMO SCOPE OF WORK (CSCI 140):

Demolition & Excavation of One Doubles Tennis Court

- Approximately 5,236 sq. ft. of Asphalt Removed
- Hauling Fees & Dump Fees Included

SQUARE (Saw-cut) the Entirety (all four sides) of the Remaining Asphalt Pad after the Demo is Complete

- Squareness is Paramount to Accept the Sport Court Playing Surface!
- Approximately 438 lin. ft.

Removal of Existing Basketball Hoop

- Hauling Fees & Dump Fees Included

Removal of (4) Tennis Net Posts & (2) Tennis Nets

- Hauling Fees & Dump Fees Included

Excavation for (3) Basketball Anchors

- Hauling Fees & Dump Fees Included
- Requires Concrete to be Poured in Each Basketball Anchor / Footing
- Approximately 3 Yards of Concrete

Clean up / Rough Grading of the Demo Area

DEMO TOTAL:

w/ Sourcewell

MSRP

\$28,000.00

\$41,495.00

Monday, December 11th, 2023

FENCE SCOPE OF WORK (CSCI 140):

Current Site Dimensions: 144' x 119' = 17,136 sq. ft.

Target Site Dimensions: 100' x 119' = 11,900 sq. ft.

Removal of Existing Chain-link Fence

- Approximately 526 lin. ft. = 5,260 sq. ft. Removed
- Hauling Fees & Dump Fees Included

Installation of New 10' Tall Black Vinyl Chain-link Fence

- Approximately 438 lin. ft. = 4,380 sq. ft. Installed
- Installed in the Same Fashion as the Existing Fence
 - Top Rails all around
 - Mid Rails at the four corners
 - Bottom Tension Wire all around
- (2) New 4' Wide Fence Gates
- Post-hole Digging & Sleeve Setting for All New Fence Verticals

	<u>w/ Sourcewell</u>	<u>MSRP</u>
<u>TOTAL:</u>	<u>\$21,000.00</u>	<u>\$21,780.00</u>
<u>GRAND TOTAL FOR ALL THE ABOVE (DEMO & FENCE):</u>	<u>\$49,000.00</u>	<u>\$63,275.00</u>

CONTACT INFORMATION REGARDING SOURCEWELL:

Joel McCausland, Sport Court Corporate

(801) 706-6071

Email: jmccausland@sportcourt.com

Monday, December 11th, 2023

Sport Court Game Court Proposal for Discovery School

<u>PLAYING SURFACE</u>	<u>w/ Sourcewell</u>	<u>MSRP</u>
Basketball Court: Sport Court PowerGame+ Playing Surface (CSCI 299)	\$37,000.00	\$47,600.00
Tennis / Pickleball Court: Sport Court SportGame PB (Pickleball) Playing Surface (CSCI 298)	\$37,000.00	\$49,087.50
<ul style="list-style-type: none"> Current Site Dimensions: 144' x 119' = 17,136 sq. ft. Target Site Dimensions: 100' x 119' = 11,900 sq. ft. 		
• PowerGame+ Cost/Sq. Ft.	\$6.22	\$8.00
• SportGame PB Cost/Sq. Ft.	\$6.22	\$8.25
 <u>PREP WORK & COMPONENTS</u>		
Crack Fill (CSCI 140)	\$3,000.00	\$3,000.00
Screen / Recoat (CSCI 040)	\$3,000.00	\$3,000.00
(3) Pro 3672 Glass Height Adjustable Basketball System (CSCI 337)	\$10,500.00	\$10,500.00
Replacement Tennis Net, 41'9" Tour (CSCI 352)	\$355.00	\$355.00
 <u>TOTAL:</u>	 <u>\$90,855.00</u>	 <u>\$113,542.50</u>

* The figures in this proposal include all freight, local delivery, and installation costs.

CONTACT INFORMATION REGARDING SOURCEWELL:

Joel McCausland, Sport Court Corporate

(801) 706-6071

Email: jmccausland@sportcourt.com

May 2, 2023

To Whom It May Concern:

This letter is to confirm that Gerflor USA is the holder of an Awarded Vendor contract (031022-GER) from Sourcewell, an agency of the state of Minnesota and a group-purchasing organization (GPO) with reciprocal rights to facilitate the contracting of goods and services between its membership and its authorized vendors.

Gerflor USA owns three subsidiaries whose products and services are currently included in the Sourcewell agreement—Connor Sports, Sport Court and Gerflor-branded sports-surfacing products such as Taraflex and Recreation.

For confirmation of our relationship with Sourcewell, I'd recommend going directly to their website, where all contract documents are available to view, as Sourcewell is a duly appointed public agency and subject to applicable open-records laws. The link to the website where you can access the documents is:

<https://www.sourcewell-mn.gov/contract-search?category=10886&keyword=>

You'll see separate listings in that section for all three of our signatory brands. I'd be happy to have further conversation on any questions or concerns you might have. Please don't hesitate to reach out via the contact information below.

Best regards,

Joel McCausland
Director, Sales Support and Training
Gerflor USA / Connor Sports / Sport Court
801-706-6071
joel.mccausland@gerflor.com

Agreement for MultiSport Courts at Discovery School

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Browning Chapman, LLC dba Sport Court of Tennessee**, a limited liability company of the State of Indiana ("Contractor").

This Agreement consists of the following documents:

- This document
- Sourcewell Contract No. 031022-GER (the "Sourcewell Contract");
- Contractor's Proposals, dated December 11, 2023 ("Contractor's Proposals");
- Any properly executed amendments to this Agreement.

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

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

1. **Duties and Responsibilities of Contractor.**

- a. Scope of Work. Contractor is engaged by the City to provide the goods and refurbish and install the multisport courts at Discover School, located at 1165 Middle Tennessee Boulevard, Murfreesboro TN 37130 as follows:

Playing Surface

- Basketball Court: Sport Court PowerGame+ Playing Surface (CSCI 299)
- Tennis / Pickleball Court: Sport Court SportGame PB (Pickleball) Playing Surface (CSCI 298)
- Current Site Dimensions: 144' x 119' = 17,136 sq. ft.
- Target Site Dimensions: 100' x 119' = 11,900 sq. ft.

Prep Work and Components

- Crack Fill & Surface Prep (CSCI 140)
- Screen/Recoat (CSCI 040)
- Install (3) Pro 3672 Glass Height Adjustable Basketball System (CSCI 337)
- Replace Tennis Net, 41'9" Tour (CSCI 352)

Demo Scope of Work

- Demolition & Excavation of One Doubles Tennis Court
 - Approximately 5,236 sq. ft. of Asphalt Removed
 - Hauling Fees & Dump Fees Included
- SQUARE (Saw-cut) the Entirety (all four sides) of the Remaining Asphalt Pad after the Demo is Complete;
 - Approximately 438 lin. ft.

- Removal of Existing Basketball Hoop
- Hauling Fees & Dump Fees Included
- Removal of (4) Tennis Net Posts & (2) Tennis Nets
- Hauling Fees & Dump Fees Included
- Excavation for (3) Basketball Anchors
- Hauling Fees & Dump Fees Included
- Requires Concrete to be Poured in Each Basketball Anchor / Footing
- Approximately 3 Yards of Concrete
- Clean up / Rough Grading of the Demo Area

b. Supervision and Superintendence of Work.

1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

c. Labor, Materials, and Equipment.

1. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal. The Contractor will at all times maintain good discipline and order at the site.
2. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee. The Contractor warrants to the City that:

1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable

specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,

5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

g. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

h. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term.** The term of this Agreement shall expire June 30, 2024. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposals dated December 11, 2023 for Playing Surface, Prep Work and Components for \$90,855.00 and Demolition Scope of Work for \$49,000.00, which reflects a **total purchase price of \$139,885.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accounts payable@murfreesborotn.gov.
4. **Insurance and Bonds.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. In addition, Contractor must maintain payment and performance bonds for the work as specified in Exhibit A.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure,

regardless of any language in any attachment or other document that Contractor may provide.

6. **Notices.**

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Browning Chapman dba Sport Court of Tennessee
City of Murfreesboro	Attn: Garrett Allen
111 West Vine Street	2101 Bastian Court
Murfreesboro, TN 37130	Westfield, IN 46074
	garrett@sportcourtoftn.com

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Contractor's Background Check.** Pursuant to T.C.A. & 49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the TBI and the FBI, for each employee prior to permitting an employee to enter school grounds when students are present.

21. **Tobacco Free School.** Pursuant to Murfreesboro City Schools Board Policy 1.803 and State law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE BROWNING CHAPMAN D/B/A SPORT COURT

By: _____
Shane McFarland, Mayor
Approved as to form:

By: _____
Allan Browning, President

Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
- 6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
 - 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
 - 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
 - 6.3 Include the Project per aggregate endorsement;
 - 6.4 Waive all rights of subrogation against the Owner;
 - 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
 - 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.
- 7. **Certificates and Endorsements**
 - 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
 - 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
 - 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. **Suppliers and Materialmen Coverages**

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. **Condition Precedent to Starting Work**

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

14. **Performance Bond and Payment Bond.**

- 14.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of the Contract Sum
Labor and Material Payment Bond	100% of the Contract Sum

- 14.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 14.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 14.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 14.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Installation of Snake Rail Fence at 2150 NW Broad Street

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Agreement with Volunteer Fence Company, LLC for existing chain link fence removal and installation of battlefield-style fencing at the American Battlefield Trust property located at 2150 NW Broad Street.

Staff Recommendation

Approve the agreement with Volunteer Fence Company.

Background Information

In 2022, the American Battlefield Trust donated 43 acres to the city to preserve the historically significant site. The objective is to provide perimeter fencing that is appropriate for a historic site, improves aesthetics, and will allow for the expansion of neighboring Stones River Battlefield. Future projects for this site will include interpretive signage and primitive walking trails. This project includes removal of the existing fence along NW Broad Street, Van Cleve Lane, and along the property line that adjoins the Stones River Battlefield, and installation of battlefield-style fencing along NW Broad and Van Cleve. This project was competitively bid, and Volunteer Fence was the lowest responsible bidder.

Council Priorities Served

Establish strong City brand

This property is highly visible and will become an aesthetically pleasing asset for the 840 corridor that will attract more visitors to Stones River Battlefield.

Fiscal Impact

The expense, \$76,800, is funded by the Parks & Recreation Department's FY24 operating budget.

Attachments

Agreement with Volunteer Fence Company, LLC

**Agreement for Snake Rail Cedar Fence for American Battlefield Trust Property
For Murfreesboro Parks & Recreation Department**

This Agreement is entered into and effective as of _____, 2024 (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Volunteer Fence Company, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- **This Agreement**
- **ITB 35-2024 Snake Rail Cedar Fence, issued March 12, 2024 (the "Solicitation");**
- **Contractor's Proposal, dated April 10, 2024 ("Contractor's Proposal") herein provided as Exhibit A; and,**
- **Any properly executed amendments to this Agreement.**

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged to perform services as described in the ITB-35-2024 Snake Rail Cedar Fence American Battlefield Trust Property specifications.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Quotes. The Contractor will at all times maintain good discipline and order at the site.

2. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.
 3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
 4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Warranty and Guarantee. The Contractor warrants to the City that:
1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
 5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

f. Permits

Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

g. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

h. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby,
- b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
- c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.

- i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

- k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. **Term.**

The term of this Agreement commences on the Effective Date listed above and expires 60 days from Notice to Proceed, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to ITB-35-2024, which reflects a total price of **Seventy-Six Thousand Eight Hundred Dollars and Zero Cents (\$76,800)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the

Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov

4. Insurance.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. Notices.

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of
Murfreesboro:

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

If to Contractor:

Volunteer Fence Company, LLC
198 Molly Walton Dr., Suite A
Hendersonville, TN 37075-2194
Sidney Langston, Owner
volunteerfencellc@gmail.com
615-822-6530

7. Maintenance of Records.

Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

8. Modification.

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

9. Relationship of the Parties.

Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

10. Waiver.

No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

11. Employment.

Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class

protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. Non-Discrimination.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. Gratuities and Kickbacks.

It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

14. Assignment.

The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and

obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

15. Integration.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

16. Force Majeure.

No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

17. Governing Law and Venue.

The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. Severability.

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

19. Attorney Fees.

In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

20. Effective Date.

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

Signatures on following page

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

City of Murfreesboro, Tennessee

VOLUNTEER FENCE COMPANY, LLC

By: Sidney Langston

2FAC85A3B854A2

By: _____

Sidney Langston, Owner

Shane McFarland, Mayor

Approved as to form:

DocuSigned by:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Guardrail Replacement
Department: Street Department
Presented by: Raymond Hillis, Executive Director
Requested Council Action:

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

Summary

Agreement for guardrail replacement with LU Inc.

Staff Recommendation

Approve the Agreement for Guardrail Replacement with LU Inc.

Background Information

This agreement allows the Street Department the capabilities to respond to damaged guardrails and provide safer roadways for motorists. The City's ITB secured one responsive bid.

Council Priorities Served

Expand Infrastructure

Proper maintenance of existing street improvements allows for funding of additional street infrastructure.

Fiscal Impact

Funding in the amount of \$208,196 for the Guardrail Replacement services is accommodated with Risk Management funds and Street Department Budget.

Attachments

1. Invitation to Bid
2. Agreement for Guardrail Replacement

Agreement for Guardrail Replacement

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **LU, Inc.** a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-38-2024- Guardrail Replacement issued March 12, 2024 (the "Solicitation");
- Contractor's Proposal, dated April 1, 2024 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 1, 2024 (the "Price Proposal"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor agrees to provide the following services based on "ITB-38-2024-Guardrail Replacement" listed under "Bid Specifications" of the ITB.
- b. Supervision and Superintendence of Work.
 - i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Scope of Work and the Contract documents.
 - ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent, who shall not be replaced without written notice to the City except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - i. Contractor will provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract documents. The Contractor will at all times maintain good discipline and order at the site.

- ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.
 - iii. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - iv. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Substitute Materials or Equipment. If it is indicated in the specifications that Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, Contractor shall, promptly after the award of the Contract, make written application to the City's designated representative for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the City's designated representative, who shall be the sole judge of equality.
- e. Warranty and Guarantee. The Contractor warrants to the City that:
- i. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 - ii. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 - iii. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 - iv. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and
 - v. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Contractor gives to the City a five (5) year warranty on the materials and workmanship for the Work, and upon final payment, Contractor shall assign any manufacturer's warranties for materials or equipment used on the Project to the City. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

f. Subcontractors.

- i. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
- ii. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- iii. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
- iv. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written contract between Contractor and the subcontractor.

g. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

h. Use of Premises.

- i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
- ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

i. Safety and Protection.

- i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the work and other persons who may be affected thereby,

- (2) All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
- (3) Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- ii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- j. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- k. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
- l. Coordination of Work.
 - i. The City may perform additional work related to the Project by itself, or may let other direct contracts for additional work, which shall contain general conditions similar to these. Contractor will afford the other Contractors who are parties to such direct contracts (or the City, if the City is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate Contractor's work with theirs.
 - ii. If any part of Contractor's work depends for proper execution or results upon the work of any such other Contractor (or City), Contractor will inspect and promptly report to the City's designated representative in writing any defects or deficiencies in such work that render it

unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of Contractor's work except as to defects and deficiencies that may appear in the other work after the execution of Contractor's work.

- iii. Contractor will do all cutting, fitting and patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City's designated representative.
 - m. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - n. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. Duties and Responsibilities of City.
- a. Communications to Contractor. The City will issue all communications to Contractor through the City's Executive Director of Public Works, or the Executive Director's designee. Such individual shall be the City's representative during the construction period.
 - b. Clarifications and Interpretations. The City's designated representative will issue with reasonable promptness written clarifications or interpretations of the Contract documents (in the form of drawings or otherwise) as the City may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract documents.
 - c. Work Changes. The City reserves the right to order work changes in the nature of additions, deletions, or modification, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time of termination. All changes will be authorized by written change order signed by the City. The change order will include conforming changes in the Contract and termination time. Work shall be changed, and the Contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the Contract sum resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

3. Term.

The term of this Contract shall be for one year and commences on the Effective Date first listed above and may be automatically renewed by written amendment in one-year increments for an additional two (2) years at the discretion of the City.

4. **Payment.**

- a. Payment will be made by the City after services have been received, accepted, and properly invoiced. Once Contractor has submitted an invoice, the City will issue payment within thirty (30) days from submittal. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by the Street Department Director or Assistant Director. Invoices should be sent to accountspayable@murfreesborotn.gov and jcoffelt@murfreesborotn.gov.
- b. If any payment becomes more than ten (10) days past due, Contractor shall have the option to discontinue the Work by sending written notice to the City that said Work shall be immediately discontinued until such payment is made. Continuation of work after default in payment shall not constitute a waiver of this provision.
- c. Payment for work performed in accordance with the Contract shall be made upon completion of the Work described in this Contract.

5. **Final Inspection.** Contractor and City agree to conduct an inspection of the Project prior to completion in order to develop a written punch list of any incomplete items and the existence of any discrepancies and any other observable defects in the Work. Contractor shall promptly complete the punch list.

6. **Labor and Materials.** Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Project. All materials left over from the construction are the property of the Contractor. Contractor assumes no responsibility or liability for defects in the existing design or engineering of the Project.

7. **Price.** The price for services shall be invoiced at the unit prices submitted in Contractor's Price Proposal as listed below and attached as Exhibit A. Any materials used in performing guardrail replacement but not covered in Unit Price list will be paid for at cost plus 10%.

G-Rail @ Br. Ends	<i>\$99.50 per LF.</i>
Single G-Rail (Post 7' -3')	<i>\$49.25 per LF.</i>
Single G-Rail (Type 2)	<i>\$38.95 per LF.</i>
Flared End	<i>\$75.00 each</i>
Rounded End	<i>\$75.00 each</i>
Type 13	<i>\$1,700.00 each</i>
G-Rail Anchor (Type in-line)	<i>\$1,415.00 each</i>
G-Rail Anchor (Type 21)	<i>\$3,805.00 each</i>
TYPE 38	<i>\$4,250.00 each</i>
Metal Beam Guard Fence	<i>\$99.00 per LF.</i>
Guard Rail Removal	<i>\$4.25 per LF.</i>
Re-Align G. Rail (Vert/Horiz.)	<i>\$7.50 per LF.</i>
Traffic Control	<i>\$1,750.00 per LS.</i>
Mobilization	<i>\$1,750.00 per LS.</i>

8. **Termination.** Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notified the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any other terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
13. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color,

national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

16. **Indemnification and Hold Harmless.**

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

- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- 17. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
- 18. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 19. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
- 20. **Entire Contract.** This Contract, Solicitation, Contractor's Proposal and any Amendments, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic, or other cause of similar or dissimilar nature beyond its control.
- 22. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide.

Any action between the parties arising from this contract may only be filed in the courts of Rutherford County, Tennessee.

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

24. **Notices.**

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	LU, Inc.
City of Murfreesboro	Attn: Notice J. Cole, Jr
111 West Vine Street	PO BOX 607
Murfreesboro, TN 37130	Kingston Springs, TN 37082
	ncole@guiderail.com

25. **Iran Divestment Act of Tennessee.**

By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

26. **Non-Boycott of Israel.**

By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

27. **Effective Date.**

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

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

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

LU, INC.

DocuSigned by:
By: Notice J. Cole, Jr.
Notice J. Cole, Jr., President

Approved as to form:

DocuSigned by:

Adam F. Tucker

43A2005E51F840F
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Purchase of Replacement Downtown Signal Equipment

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Purchase of replacement signal equipment for 18 signals from Southern Lighting & Traffic Systems.

Staff Recommendation

Approve purchase agreement with Southern Lighting.

Background Information

The Central Business District (CBD) signal system was originally installed in the early 1990's. Since that time, staff has identified the need to modernize the communication network and management software that operates the downtown traffic signal network. The traffic signal network currently operates on an antiquated software platform that is no longer supported by the original vendor or the Windows 7 platform, resulting in the need to replace controllers and network switches that have exceeded their useful life. This will migrate the downtown traffic signal system onto the same modern platform that is used to operate other signal systems within the City.

Council Priorities Served

Responsible budgeting

Ensuring signals have updated equipment lowers the need for on-call repairs by the City's traffic signal maintenance contractor.

Fiscal Impact

This expense, \$91,295, is funded by Sports Betting Funds.

Attachments

1. Purchase Agreement with Southern Lighting
2. Quote from Southern Lighting & Traffic Systems

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SOUTHERN LIGHTING & TRAFFIC SYSTEMS**

This Contract is entered into and effective as of _____, 2024 ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **SOUTHERN LIGHTING & TRAFFIC SYSTEMS**, a limited liability company of the state of Georgia ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Southern Lighting & Traffic Systems Quote #8432 dated April 5, 2024 ("Contractor's Proposal")***
- ***State of Tennessee Department of Transportation Proprietary Item Request and Justification Certification Letter, dated February 26, 2024 ("State Certification Letter")***
- ***Any properly executed amendments to this Agreement***

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

- * ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- * ***Second, this Contract***
- * ***Third, Contractor's Proposal.***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the signal controllers, software, and connector equipment as set forth on Contractor's Proposal and the State Certification Letter.
2. **Term.** The term of this contract shall be one year from the Effective Date.
3. **Contractor's performance may be terminated in whole or in part:**
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
4. **Price; Compensation; Method of Payment.**

- a. The price for the goods to be provided under this Contract is set forth in Contractor's Proposal reflecting a Purchase Price of Ninety-One Thousand Two Hundred Ninety-Five Dollars and Zero Cents **(\$91,295.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries of all items shall be made within 6 weeks of order to: 111 West Vine Street, Murfreesboro, TN. For delivery City contact: Jim Kerr, 615-893-6441 (email: jkerr@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark,

or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to the Contractor:

Craig Carrow
113 Industrial Park Drive
Cumming, GA 30040
ccarrow@southernltg.com

8. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
 17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
 18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
 19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
 20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
 21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
 23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

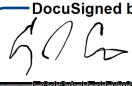
[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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

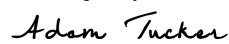
CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

SOUTHERN LIGHTING & TRAFFIC SYSTEMS

DocuSigned by:
By:  _____
Craig Carrow, Owner

APPROVED AS TO FORM:

DocuSigned by:
 _____
Adam F. Tucker, City Attorney

Quote

Date	Quote #
4/5/2024	8432

Project Details

City of Murfreesboro

Project Number

Qty	Item	Description	Unit Cost	Total
16	COBS22100120000	COBALT C controller, shelf mount, ASC software included	3,990.00	63,840.00
19	ED3575-622	EtherWAN Hardened Managed 6-Port 10/100BASE-TX + 2-ports, Copper Pair Extender. Din Rail or Panel Mount. Terminal Block or DC Jack Power Connector. (12VDC-48VDC)	1,445.00	27,455.00

	Sales Tax (0.0%)	\$0.00
	Total	\$91,295.00



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
TRAFFIC OPERATIONS DIVISION
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 253-1122

HOWARD H. ELEY
COMMISSIONER

BILL LEE
GOVERNOR

TO: Lori Lange, Assistant Chief of Engineering

FROM: Andy Barlow, Director of Traffic Design Division


SUBJECT: **Proprietary Item Request and Justification**
City of Murfreesboro

The City of Murfreesboro is requesting the following items be used in all signalization projects within their jurisdiction over the next three years where Federal and/or State funding are used.

- 1) **Traffic Signal Controllers:** Econolite Controllers including the Cobalt C-Series.
- 2) **Traffic Signal Central Software:** Econolite Centrac ATMS Central Software including Centrac Edaptive Modules.
- 3) **Traffic Signal Network Switches:** Cisco Network Switches including the Cisco 3200 Series.
- 4) **Traffic Signal Detection:** Wavetronix Smartsensor Matrix and Advance Radar Detection.
- 5) **Dedicated Short Range Communications (DRSC):** TrafficCast BlueToad Spectra Roadside Units.
- 6) **CCTV Cameras:** Vicon Series CCTV Cameras.
- 7) **Accessible Pedestrian Signals (APS) System:** Pelco IntelliCross Devices.

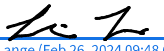
The above items are essential for synchronization with existing facilities. The City of Murfreesboro staff has been extensively trained to install, operate, maintain, program, troubleshoot, and repair these items. This allows technicians to quickly diagnose issues which reduces the time required to maintain the system overall and helps keep the system operational during heavy traffic times to ensure maximum capacity of the synchronized system. By utilizing these items as the standard for the City of Murfreesboro, there will be a cost savings in stocking replacement equipment and will result in faster and less costly repair. See attached letter for additional justification details of this request.

I, Andy Barlow, Director of the Traffic Design Division of the Tennessee Department of Transportation, do hereby certify that in accordance with the requirements of 23 CFR 635.411(a) (2) that the patented or proprietary items listed above are essential for the synchronization of existing facilities.



Andrew Barlow (Feb 25, 2024 21:09 CST)

Director of Traffic Design Division



Lori Lange (Feb 26, 2024 09:48 CST)

Assistant Chief Engineer of Engineering

Feb 26, 2024

Date



... creating a better quality of life.

January 30, 2024

Steve Bryan, P.E., PTOE
TDOT Traffic Operations
Tennessee Department of Transportation
Suite 1800, James K. Polk Building
505 Deadrick Street
Nashville, TN 37243

SUBJECT: Proprietary Item Requests and Justifications

City of Murfreesboro

Dear Steve:

Traffic Signal Controllers and Central Software: The City of Murfreesboro is requesting that Econolite Cobalt-C traffic signal controllers and Centrac's ATMS with Centrac's Adaptive Modules Central Software be used in all signalization projects within the City of Murfreesboro over the next three years where Federal and/or State funding are used. The following are justification items for this request:

The City of Murfreesboro issued a Request for Qualifications (RFQ) on January 22, 2019, asking qualified vendors to submit proposals to provide services and equipment to operate as the City's Adaptive Signal Control Technology (ASCT) Vendor to provide equipment and services related to the construction of the Rutherford Boulevard ASCT. The RFQ contained several qualifications and system requirements, and each vendor was required to describe how they would satisfy those requirements. The qualifications and requirements included but were not limited to requirements as outlined in the FHWA Approved System Engineering Analysis Report (SEAR) document.

The deadline for proposals was February 15, 2019 and three (3) vendors submitted proposals to the City. The three (3) vendors were invited to make in-person demonstrations of their hardware and software solution. Once the demonstrations were completed as well as follow up conversations with project references, the City determined that the Centrac's ATMS with Centrac's Adaptive Module Central Software would best serve the City's needs for our ASCT System. The City currently utilizes the Centrac's Central Software with 125 licenses throughout the City where currently 80 intersections are online. With the I-24 Smart Corridor Project, five (5) corridors including sixty (60) intersections is on this system. The City intends to bring three new systems on-line in the near future totaling an additional forty-five (45) intersections.

When procuring Intelligent Transportation System (ITS) services and components, a traditional low-bid process may not ensure that the signal system is sufficiently integrated or customized for an agency's needs or requirements. Therefore, a competitive RFQ process, as outlined above, is recommended by the Federal Highway Administration (FHWA) for assessing and procuring complex ITS equipment and software.

Network Switches: The City of Murfreesboro is requesting that the Cisco 3200 series network switches be used in all signalization projects within the City of Murfreesboro over the next three years where Federal and/or State funding are used. The following are justification items for this request:

- The City's corridor strategy includes improving corridor reliability by reducing congestion and delays through traffic signal optimization, interconnectivity, and the installation of connected vehicle technologies. The effective operation of this strategy is reliant on Intelligent Transportation System field elements such as efficient communications between traffic signal controllers.
- As part of the I-24 Smart Corridor Project, provide synchronization with approximately sixty (60) signalized intersection that have the Cisco 3200 series network switch installed in the I-24 Smart Corridor project along with twenty-five (25) of the peripheral intersections containing the Cisco 3200 series network switch.

Dedicated Short Range Communications (DSRC): The City of Murfreesboro is requesting that TrafficCast BlueToad Spectra Dedicated Short Range Communication (DSRC) Roadside Units be used in all signalization projects within the City of Murfreesboro area over the next three years where Federal and/or State funding are used. These DSRC Roadside Units includes the combination with TrafficCast BlueToad Spectra Travel Time System. The following are justification items for this request:

- The City's corridor strategy includes improving corridor reliability by reducing congestion and delays through traffic signal optimization, interconnectivity, and the installation of connectivity, and the installation of connected vehicle technologies. The effective operation of this strategy is reliant on Intelligent Transportation System (ITS) field elements such as efficient communications between traffic signal controllers.
- As part of the I-24 Smart Corridor Project, provide synchronization with approximately sixty (60) signalized intersections that currently have DSRC Roadside Units installed in the I-24 Smart Corridor project for the advanced operation and security.

Traffic Signal Detection: The City of Murfreesboro is requesting that Wavetronix radar traffic signal detection be used in all signalization projects within the City of Murfreesboro area over the next three years where Federal and/or State funding are used. The following are justification items for this request:

- The City's corridor strategy includes improving corridor reliability by reducing congestion and delays through traffic signal optimization, interconnectivity, and the installation of connected vehicle technologies. The effective operation of this strategy is reliant on Intelligent Transportation System field elements such as efficient and reliable vehicular detection equipment.
- The use of Wavetronix radar traffic signal detection equipment as the standard for the City of Murfreesboro Corridor projects will be a cost savings in stocking replacement equipment that will result in faster and less costly repair. In addition, technicians will be able to quickly diagnose problems with field units which reduces the time required to maintain the system overall and helps keep the system operational during heavy traffic times to insure maximum capacity of the synchronized system.
- As part of the I-24 Smart Corridor Project, provide synchronization with approximately thirty-five (35) signalized intersections that currently have Wavetronix radar traffic signal detection installed in the I-24 Smart Corridor project.

CCTV Camera: The City of Murfreesboro is requesting that Vicon series CCTV devices be used in all signalization projects within the City of Murfreesboro area over the next three years where Federal and/or State funding are used. The following are justification items for this request:

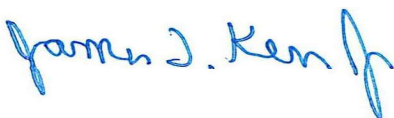
- The City of Murfreesboro currently has forty-eight (48) CCTV cameras in place operation on our system, all of which are the Vicon Model.
- The use of Vicon CCTV devices as the standard for the City of Murfreesboro signalization projects will be a cost savings in stocking replacement equipment that will result in faster and less costly repair. In addition, technicians will be able to quickly diagnose problems with field units and helps keep the system operational during heavy traffic times to insure maximum capacity of the synchronized system.

Accessible Pedestrian Signals (APS) System: The City of Murfreesboro is requesting that Pelco IntelliCross devices be used in all signalization projects within the City of Murfreesboro area over the next three years where Federal and/or State funding are used. The following are justification items for this request:

The City currently operates three different brands of APS (installed on State, Federal and Locally funded projects) Polera (4), Pelco (14) and Campbell (2). The City continues to install the Pelco equipment on locally funded projects due to the equipment's reliability as well as the staff's extensive training to install, operate, maintain and troubleshoot the Pelco system. By utilizing the Pelco IntelliCross equipment as the standard for the City, there will be a cost savings in stocking replacement equipment which will result in faster and less costly repairs.

Please let me know if you have questions or need further information regarding this request.

Respectfully,

A handwritten signature in blue ink that reads "Jim Kerr". The signature is stylized with a large, looped "J" and a cursive "Kerr".

Jim Kerr
Transportation Director

	Sales Tax (0.0%)	\$0.00
	Total	\$91,295.00

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

Item Title: Murfreesboro Housing Authority

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary

Appointment to the Murfreesboro Housing Authority.

Background Information

The Housing Authority was created in 1950 and has contractual agreements with the U.S. Department of Housing and Urban Development, the State of Tennessee and the City to provide decent, safe and sanitary housing in good repair for eligible families and to utilize all available resources to maximize social and economic opportunities for its residents. The governing body consists of 5 Commissioners appointed for five-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

May 2, 2024

Members of City Council

RE: Recommended Reappointment – Murfreesboro Housing Authority

As an item for the City Council Agenda, I am recommending the reappointment of Betty Hord to the Murfreesboro Housing Authority.

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is fluid and cursive, with a long horizontal stroke at the end.

Shane McFarland

Mayor

COUNCIL COMMUNICATION

Meeting Date: 05/02/2024

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
Mesa Mart, LLC	Mesa Mart	2546 Southgate Blvd Ste C	Combined	Grocery/Market	New Location
Che Taqueria, LLC	Che Taqueria	1813 Memorial Blvd	On-Premises	Restaurant	Ownership/ Name Change
Ganesh Singer Food, Inc	Max Mart	4923 NW Broad St	Off-Premises	Grocery/Market	New Location
Axin' Jackson	TN Axe and Smash	123 SE Broad St	On-Premises	Axe Throwing and Smash Room	Ownership Change
Sodexo Operations, LLC	MTSU Concessions-Buck Bouldin Tennis Courts	1210 Greenland Dr	On-Premises	Sports Venue	New Location

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Rutherford County Chamber of Commerce	10/15/2024	Networking Event	2019 Memorial Blvd
Rutherford County Chamber of Commerce	11/12/2024	Networking Event	3325 Shores Dr

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Mesa Mart LLC
Name of Business	Mesa Mart
Business Location	2546 Southgate Blvd Ste C
Type of Business	Grocery/Market
Type of Permit Applied For	Combined Retail Permit

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> X </u>
Partnership	<u> </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Arturo Onate
Age	40
Residency City/State	Christiana, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Rafael Onate
Age	38
Residency City/State	Christiana, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Che Taqueria LLC
Name of Business	Che Taqueria
Business Location	1813 Memorial Blvd
Type of Business	Restaurant
Type of Permit Applied For	On-premises Retail Permit

Type of Application:

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

5% or more Ownership

Name	Arturo Onate
Age	40
Residency City/State	Christiana, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Rafael Onate
Age	38
Residency City/State	Christiana, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Ganesh Singer Food Inc
Name of Business	Max Mart
Business Location	4923 NW Broad St
Type of Business	Grocery/Market
Type of Permit Applied For	Off-premises Retail Permit

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> X </u>
Partnership	<u> </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Prasant Maheta
Age	55
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Chirag Patel
Age	56
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Michael Hazlett
Age	56
Residency City/State	College Grove, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Axin' Jackson LLC
Name of Business	TN Axe and Smash
Business Location	123 SE Broad St
Type of Business	Axe Throwing & Smash Room
Type of Permit Applied For	On-premises Retail Permit

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input checked="" type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Kenneth Jackson
Age	46
Residency City/State	College Grove, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
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Occupancy Application Approved?	No
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The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Sodexo Operations, LLC
Name of Business	MTSU Concessions - Buck Bouldin Tennis Courts
Business Location	1210 Greenland Dr
Type of Business	Sports Venue
Type of Permit Applied For	On-premises Retail Permit

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

Manager

Name	Peter Fescoe
Age	39
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
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Occupancy Application Approved?	No
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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.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Rutherford County Chamber of Commerce
Organization Address	3050 Medical Center Pkwy
Event Location	Volunteer State Bank
Event Date	2019 Memorial Blvd
Event Time	10/15/2024
Period for Beer to be Served	4:00 p.m. until 7:00 p.m.
Nature and Purpose of Event	4:00 p.m. until 7:00 p.m.
Approximate Number of Persons Expected to Attend	Networking Event
	300
Special Event Permit Approved?	No
Event Location	Murfreesboro Medical Clinic
Event Date	3325 Shores Dr
Event Time	11/12/2024
Period for Beer to be Served	4:00 p.m. until 7:00 p.m.
Nature and Purpose of Event	4:00 p.m. until 7:00 p.m.
Approximate Number of Persons Expected to Attend	Networking Event
	300
Special Event Permit Approved?	No
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

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

No Items.

