

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
June 20, 2024

PRAYER

Shane McFarland

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Stars Awards: Tyrell Spivey and Matthew Miles

Public Comment on Actionable Agenda Items

Consent Agenda

1. Wiser Consultants/HMB Contracts Transfer (Engineering)
2. Rutherford Blvd Extension Right of Way Acquisition (Engineering)
3. Mandatory Referral for Abandonment of a Landscape Buffer Easement along Wilkinson Pike (Planning)
4. Mandatory Referral for Abandonment of a Drainage Easement along South Bilbro Avenue (Planning)
5. Mandatory Referral for Abandonment of a Detention Pond Easement along Trust Drive (Planning)

Old Business

Ordinance

6. Ordinance 24-O-17 City Code Ch 33-2 & 50 Changes (2nd and final reading)
(Water Resources)

New Business

Land Use Matters

7. Plan of Services, Annexation, and Zoning for property along Butler Drive
(Planning)
 - a. Public Hearing: Plan of Services and Annexation for 14.41 acres
 - b. Plan of Services: Resolution 24-R-PS-16
 - c. Annexation: Resolution 24-R-A-16
 - d. Public Hearing: Rezone 8.54 acres
 - e. First Reading: Ordinance 24-OZ-16
8. Sewer Allocation Variance- Warrior Drive – Avid Hotel (Planning)

Ordinance

9. Ordinance to Amend City Code Regarding Tennis and Pickleball Commission
(Parks)
 - a. First Reading: Ordinance 24-O-20

On Motion

10. Charter for Murfreesboro Sports Authority and Appointment of Authority Board
(Administration)

11. Purchase of MPD Range (Administration)
12. Gateway Blvd Final Change Order (Engineering)
13. Butler Drive Realignment Change Order #1 (Engineering)
14. Purchase of Liability, Auto, Property, Crime, and Cybersecurity Insurance (Legal)
15. American Battlefield Trust Sub-Grant Agreement (Parks)
16. Robert Rose HVAC Equipment Contract (Project Development)

Board & Commission Appointments

17. Construction Board of Adjustments and Appeals Reappointment (Administration)
18. Board of Zoning Appeals (Administration)

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Wiser Consultants/HMB Contracts Transfer

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Transfer of contracts from Wiser Consultants to HMB.

Staff Recommendation

Approve the transfer of current contracts with Wiser Consultants, LLC to HMB Professional Engineers, LLC.

Background Information

The City currently has seven professional services agreements with Wiser Consultants that include a master services agreement and several roadway design contracts. Staff was informed several weeks ago that Wiser Consultants is merging with Haworth-Meyer-Boleyn Professional Engineers, LLC (HMB).

Wiser has formally requested to assign and transfer their current agreements with the City to HMB so business relations can continue with the City. Staff recommends approving the transfer of these contracts to HMB to facilitate the transition for ongoing projects.

Council Priorities Served

Expand Infrastructure

Maintaining these contracts enables the completion of multiple roadway designs outlined in the 2040 Major Transportation Plan.

Fiscal Impact

None.

Attachments

Request for contract transfers from Wiser Consultants, LLC to HMB.



May 14, 2024

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: Chris Griffith, PE

Re: The Agreement or Agreements identified on Schedule I hereto, together with any related agreements, amendments and schedules thereto, or other agreements among the parties hereto (individually and collectively, the "Agreements").

Dear Mr. Griffith,

We are pleased to inform you that Wiser Consultants, LLC ("Wiser") is in discussions with Haworth-Meyer-Boleyn Professional Engineers, LLC ("HMB") regarding the sale of substantially all of its assets to HMB (the "Transaction"). In connection with the closing of the Transaction (the "Closing"), which is currently expected to occur as soon as June 1, 2024, Wiser desires to assign and transfer the Agreements to HMB (the "Assignment") so that HMB may continue business relations with City of Murfreesboro (the "Client"). HMB will also assume Wiser's rights and obligations under the Agreements relating to performance after the Closing. Except as provided herein, the Agreements will remain unmodified and in full force and effect.

We kindly request your consent to the Assignment effective as of and subject to the Closing, along with an acknowledgement that: (i) this letter satisfies any and all notice or other obligations which may be owed to the Client in light of the Transaction and/or the Assignment, and (ii) neither the Transaction nor the Assignment give rise to an acceleration, termination, or default under the Agreements. You can provide this consent by executing a copy of this letter in the space provided below and returning the signed PDF copy by email to me at jcrains@wiserconsultants.com. Your prompt reply would be greatly appreciated. Following the Assignment, all notices provided pursuant to the terms of the Agreements should be directed to my new HMB email and/or physical addresses shown below (or such other address or person as HMB may from time to time specify in writing): jcrains@hmbpe.com; 3 H M B Cir. Frankfort, KY 40601.

Thank you for your assistance. Should you have any questions in connection with this request, please feel free to contact me at (615) 642-1503 or by email at the addresses listed above.

Sincerely,

WISER CONSULTANTS, LLC

Justin C. Rains, President and CEO

Acknowledged and agreed as of the date first written above:

City of Murfreesboro

By: _____

Name:

Title:



Schedule I

The Agreements

1. Professional Services Agreement for Cherry Lane – Phase 3 between the City of Murfreesboro, Tennessee and Wiser Consultants, LLC dated April 4, 2013, as the same has been amended by the Amendment Two, dated March 3, 2023.
2. Professional Services Agreement for Asbury Lane between the City of Murfreesboro, Tennessee and Wiser Consultants, LLC dated September 2, 2022.
3. Professional Services Agreement for St. Andrews Drive between the City of Murfreesboro, Tennessee and Wiser Consultants, LLC dated May 27, 2022.
4. Professional Services Agreement for Cherry Lane – Phase 2 between the City of Murfreesboro, Tennessee and Wiser Consultants, LLC dated May 26, 2022.
5. Scope Proposal and General Terms and Conditions for Professional Services for St. Andrews Drive between Neel Schaffer, Inc. and Wiser Consultants, LLC dated June 2, 2022.
6. Master Services Agreement between the City of Murfreesboro, Tennessee and Wiser Consultants, LLC dated January 17, 2019.
7. Subconsultant Agreement for Cherry Lane – Phase 3 by and between HDR Engineering, Inc. and Wiser Consultants, LLC with an unknown effective date and subject to applicable terms of the prime agreement with the City of Murfreesboro, Tennessee dated April 1, 2013.

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Acquisition of ROW and Easements for Rutherford Blvd Extension Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Acquisition of property for the Rutherford Blvd Extension project.

Staff Recommendation

Approve funding for appraisal services and the acquisition of right of way and easements up to 10% above appraised values.

Background Information

A combination of right of way, slope easements, and temporary construction easements are required from 12 total parcels for the extension of West Rutherford Blvd.

Actual negotiations for the needed right of way and easements are pending. Staff recommends offering an additional 10% above the appraised value to avoid condemnation. If agreements are not reached, staff further recommends proceeding with condemnation after appraising the property and depositing the appraised value in court. The cost of these appraisal services is \$55,500, which is incorporated within the project’s budget. An exhibit of the proposed project layout is attached for review.

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the expansion and realignment of existing roadways.

Fiscal Impact

This expenditure for the appraisals and the actual property acquisition is budgeted within the FY22 CIP for this project.

Attachments

1. Right of Way acquisition contract from Robbi Kitchen Appraisal Services.
2. Project Map

Robbi Kitchen Appraisal Services
132 Donmond Dr
Hendersonville, TN 37075
Phone: 615/447-5427
robbikitchen@comcast.net

Robbi L. Kitchen, Appraiser

June 11, 2024

Roman Hankins, Deputy City Atty
City of Murfreesboro
111 W Vine St
Murfreesboro, TN 37130
(615) 849-2616
rhankins@murfreesborotn.gov

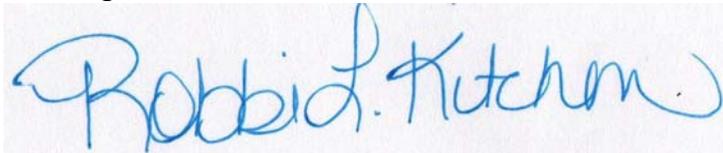
RE: Appraisal proposal for properties affected by W Rutherford Blvd Extension
Project # 17035.001

Dear Sir,

Per your request regarding appraisal services for determining a fair market value of the properties affected by the aforementioned project, I would like to submit a fee proposal for the project referenced above. The fee proposal is for either "formal" or "formal part-affected" appraisals of the properties.

With regard to a fee proposal for the subject project, please find the attached proposal.

Best Regards,



Robbi L. Kitchen
TN Certified General Appraiser, 2489

Rlk: enclosure

City of Murfreesboro - Appraisal Services - Fee Proposal

The following bid is for appraisal services on specifically noted tracts in Murfreesboro, Rutherford County, TN (W Rutherford Blvd Extension Project), and, if accepted, will be completed in accordance and with consideration to the following "Scope of Services".

As requested by the Client, the appraiser will complete either a "FORMAL" or a "FORMAL PART-AFFECTED (FPA)" appraisal (TDOT form report) on the subject properties for the purposes of determining a fair market value in order that the City may acquire portions of the properties for the purpose of improvements to W Rutherford Blvd and/or other affected adjoining roadways.

Fees noted will include appraisal of the stated Tracts (including land/lot and those affected improvements of value on each property- if applicable). Added tracts or updates of appraisals will require additional bid and fees for services. In the unlikely event that during the appraisal process it becomes apparent that an originally quoted FPA appraisal should be completed as a Formal appraisal or in the event that a plans change dictates the need for a change in appraisal type, the appraiser will notify the Client and determine if any additional fees/ extension due dates are required.

12 total properties are included. A fee proposal for the appraisal services is included below. As the Client was unable to provide a specific due date for the services, the fees quoted include the following due dates:

Due date for the appraisals requested be within **120 days from appraiser's receipt of signed bid acceptance/work order (given that no delay in inspection date is required by the owners/ agents party to the properties)**. Any subsequent requested revisions or clarifications will submitted to the Client within 7 days of receipt by appraiser. Payment for appraisal services is due upon submission of the appraisal reports.

It is my understanding that the appraisals should be completed in accordance with the most recent USPAP (Uniform Standards of Professional Appraisal Practice) and TDOT Guidelines for Appraisers. It is also my understanding that this project is completed without use of Federal Funding. Per the Client's request, no market data brochure will be provided for this project.

The appraiser will provide 1 digital copy of each appraisal by the due date. Any revisions/ requests for clarifications for the Client (if any) will be provided in a timely manner (within 7 days of request). Should delays for submission of the reports arise, the appraiser will contact the Client and submit an extension request.

FEE PROPOSAL (Quote good for 30 days):

| Tract # | Appraisal Type | Fee |
|--------------------|----------------------|-----------------|
| 2 | Formal Part-Affected | \$4,000 |
| 3 | Formal Part-Affected | \$4,000 |
| 4 | Formal Part-Affected | \$4,000 |
| 5 | Formal | \$6,500 |
| 6 | Formal Part-Affected | \$4,000 |
| 7 | Formal | \$6,500 |
| 8 | Formal Part-Affected | \$4,000 |
| 9 | Formal Part-Affected | \$4,000 |
| 10 | Formal Part-Affected | \$4,000 |
| 11 | Formal Part-Affected | \$4,000 |
| 16 | Formal | \$6,500 |
| 19 | Formal Part-Affected | \$4,000 |
| Total Fees: | | \$55,500 |



Appraiser Signature: _____

Date: June 11, 2024-----

Bid Accepted: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Mandatory Referral for Abandonment of a Landscape Buffer Easement along Wilkinson Pike

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of a portion of a landscape buffer easement along Wilkinson Pike east of Greshampark Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its June 5, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of a landscape buffer easement on property located along the south side of Wilkinson Pike east of Greshampark Drive. The easement in question was drafted by the City and the City is a party to it. It was recorded in 2017 in conjunction with a rezoning application. In 2021, the property was rezoned once again, this time as a Planned Unit Development (PUD) for the Clari Park development. In the Clari Park PUD plan approved by Council, residential structures were shown in a portion of the area previously dedicated as the landscape buffer easement in conjunction with the 2017 rezoning.

The Planning Commission has since approved a site plan for the Garden District at Clari Park residential development. However, construction of several of the houses at the north end of the development cannot move forward until the easement is modified to eliminate this conflict. Staff is supportive of this request as the buffer and berm have been installed consistent with the approved Clari Park PUD, which superseded the original landscape buffer and easement location, and the portion of the easement requested to be abandoned is surplus. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally modify the proposed easement in question. The legal instrument(s) will be subject to final review and approval of the Legal Department.

2. The applicant will also be responsible for recording these instruments, including payment of the recording fee.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, modifying the location of an existing easement, so that the property owners can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of this easement will enable the development of the northern portion of the Garden District neighborhood within the Clari Park development.

Attachments:

1. Staff comments from 06/05/2024 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 5, 2024
PROJECT PLANNER: BRAD BARBEE**

6.a. Mandatory Referral [2024-710] to consider the abandonment of a portion of a landscape buffer easement located on property along Wilkinson Pike, Ragan Smith Associates applicant.



In this mandatory referral, the Planning Commission is being asked to consider the approval of the partial abandonment of a landscape buffer easement located along Wilkinson Pike on property owned by CND-Clari, LLC in order to allow for the development and construction of a portion of the Garden District inside of the Clari Park development. The easement in question, which was drafted by the City and to which the City is a party, was recorded in 2017 in conjunction with a previous rezoning application. Several years later, in 2021, the property was rezoned to PUD for the Clari Park development. The approved rezoning plan shows development occurring within portions of the landscape buffer easement. The actual berm and buffer were then constructed and installed so as not to conflict with the approved PUD zoning plan.

The property in question is currently vacant but has received both zoning and site plan approval for a residential development called the Garden District. The current easement is located in an area where residential dwellings were approved to be located by City Council during the rezoning process. The 2017 rezoning, including the landscape buffer easement was, in effect, superseded by the 2021 rezoning of the property by Council. The developer wishes to move forward with the approved development plan but the recorded landscape buffer easement conflicts with the approved PUD zoning and approved site plan. As such, in order to eliminate this conflict, a mandatory referral application has been filed in order to abandon a portion of this easement. If approved, the City Legal Department will draft a modified landscape buffer easement with the new easement area. An exhibit depicting the location of the modified easement is included in the agenda materials and is also represented on the map above. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

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



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

| | |
|---|--------------------------|
| Tax Map/Group/Parcel: Map 079, p/o Parcel 94.00 | Address (if applicable): |
|---|--------------------------|

Street Name (if abandonment of ROW): _____

Type of Mandatory Referral: [Portion of Berm Easement abandonment, not including any right-of-way](#)

Applicant Information:

Name of Applicant: [Chris Mabery, RLS](#)

Company Name (if applicable): [Ragan Smith Associates](#)

Street Address or PO Box: [1500 Medical Center Parkway, Suite 2J](#)

City: [Murfreesboro](#)

| | |
|----------------------------------|---------------------------------|
| State: Tennessee | Zip Code: 37129 |
|----------------------------------|---------------------------------|

Email Address: cmabery@ragansmith.com

Phone Number: [\(615\) 378-5236](#)

Required Attachments:

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

Applicant Signature

[May 16, 2024](#)

Date



APPLICANT LETTER FOR MANDATORY REFERRAL

May 16, 2024

VIA MURFREESBORO ONLINE PLAN SUBMISSION

City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

**RE: ABANDONMENT OF A PORTION OF AN EXISTING BERM EASEMENT
MAP 079, PARCEL 94.00 – GARDEN DISTRICT AT CLARI PARK
WILKINSON PIKE
MURFREESBORO, TENNESSEE
RAGANSMITH JOB# 07137-2048**

To whom it may concern:

We would like to apply for consideration of the abandonment of a portion of an existing Berm Easement situated on the CND-Clari, LLC property (Map 079, Parcel 94.00), on the southerly side of Wilkinson Pike, at the intersection with the easterly side of Greshampark Drive in Murfreesboro. Said easement was originally recorded in Record Book 2071, page 1202, Register's Office for Rutherford County, Tennessee. Said easement varies in width and runs along the entire frontage of Wilkinson Pike, as shown on the attached exhibit.

The approved construction plans for "The Garden District at Clari Park" identify the as-built location of the constructed berm. As shown, it has been determined that the full area of the existing easement is not needed. We are requesting that a portion of the easement be abandoned, as shown on the attached exhibit. Sheet C0.4 (Phasing Plan), from the Site Construction Plans, has also been attached, and contains markups showing the existing berms in relation to the proposed easement line revision.

Attached, for review and consideration by the Planning Commission, please find the following:

- The Berm Easement Abandonment Exhibit
- The Berm Easement Abandonment Description
- Sheet C0.4 (Phasing Plan) from the Site Construction Plans (for reference)

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA
1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



If you have questions or need additional information, please contact me.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.

Christopher J. Mabery, RLS

Survey Project Manager

CJM:kal

Enclosures

**PORTION OF AN EXISTING BERM EASEMENT
CND-CLARI, LLC PROPERTY
WILKINSON PIKE
MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
EASEMENT ABANDONMENT DESCRIPTION**

Being a portion of an existing Berm Easement recorded in Record Book 2071, page 1202, Register's Office for Rutherford County, Tennessee (R.O.R.C.T.), lying and being in the thirteenth (13th) Civil District of Rutherford County, City of Murfreesboro, Tennessee. Said easement lying across a portion of the CND-Clari, LLC property of record in Record Book 2136, page 1339, R.O.R.C.T. and proceeding with the portion of said existing Berm Easement to be abandoned as follows:

COMMENCING at a 1/2-inch iron rod (old) in the southerly right-of-way line of Wilkinson Pike, at the northwest corner of the Toll Southeast LP property of record in Record Book 2395, page 3499, R.O.R.C.T., being the northeast corner of said CND-Clari, LLC property and the northeast corner of said existing Berm Easement;

Thence, leaving said southerly right-of-way line of Wilkinson Pike, with the west line of said Toll Southeast LP property, South 01 degrees 18 minutes 33 seconds East, 32.00 feet to the northeast corner and **POINT OF BEGINNING** of the herein described abandonment;

Thence, continuing with the west line of said Toll Southeast LP, South 01 degrees 18 minutes 33 seconds East, 47.84 feet;

Thence, leaving the west line of said Toll Southeast LP, with the south line of said existing Berm Easement the next two (2) calls:

1. North 71 degrees 11 minutes 46 seconds West, 534.92 feet;
2. North 60 degrees 47 minutes 15 seconds West, 114.52 feet;

Thence, leaving the south line of said existing Berm Easement, with the new proposed easement line the next three (3) calls:

1. Along a curve to the right, having an arc length of 135.44 feet, a radius of 617.50 feet, a delta angle of 12 degrees 34 minutes 02 seconds and a chord bearing and distance of South 77 degrees 55 minutes 58 seconds East, 135.17 feet;
2. South 71 degrees 38 minutes 57 seconds East, 244.53 feet;
3. North 18 degrees 21 minutes 03 seconds East, 37.56 feet to the southerly right-of-way line of said Wilkinson Pike;

Thence, with the southerly right-of-way line of said Wilkinson Pike, South 70 degrees 56 minutes 42 seconds East, 67.99 feet;

Thence, leaving the southerly right-of-way line of said Wilkinson Pike, with the new proposed easement line the next two (2) calls:

1. South 18 degrees 21 minutes 03 seconds West, 30.00 feet;
2. South 70 degrees 56 minutes 42 seconds East, 184.41 feet to the **POINT OF BEGINNING**, containing **26,071 square feet** or **0.60 acres**, more or less.

Being a portion of an existing Berm Easement of record in Record book 1071, page 1202, Register's Office of Rutherford County, Tennessee.

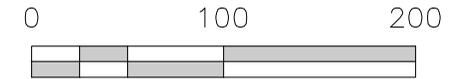
Also being a portion of the same property conveyed to CND-Clari, LLC from Hines Clari Park Land Holdings, LLC by Warranty Deed of record in Record Book 2136, page 1339, Register's Office for Rutherford County, Tennessee.

GENERAL NOTES

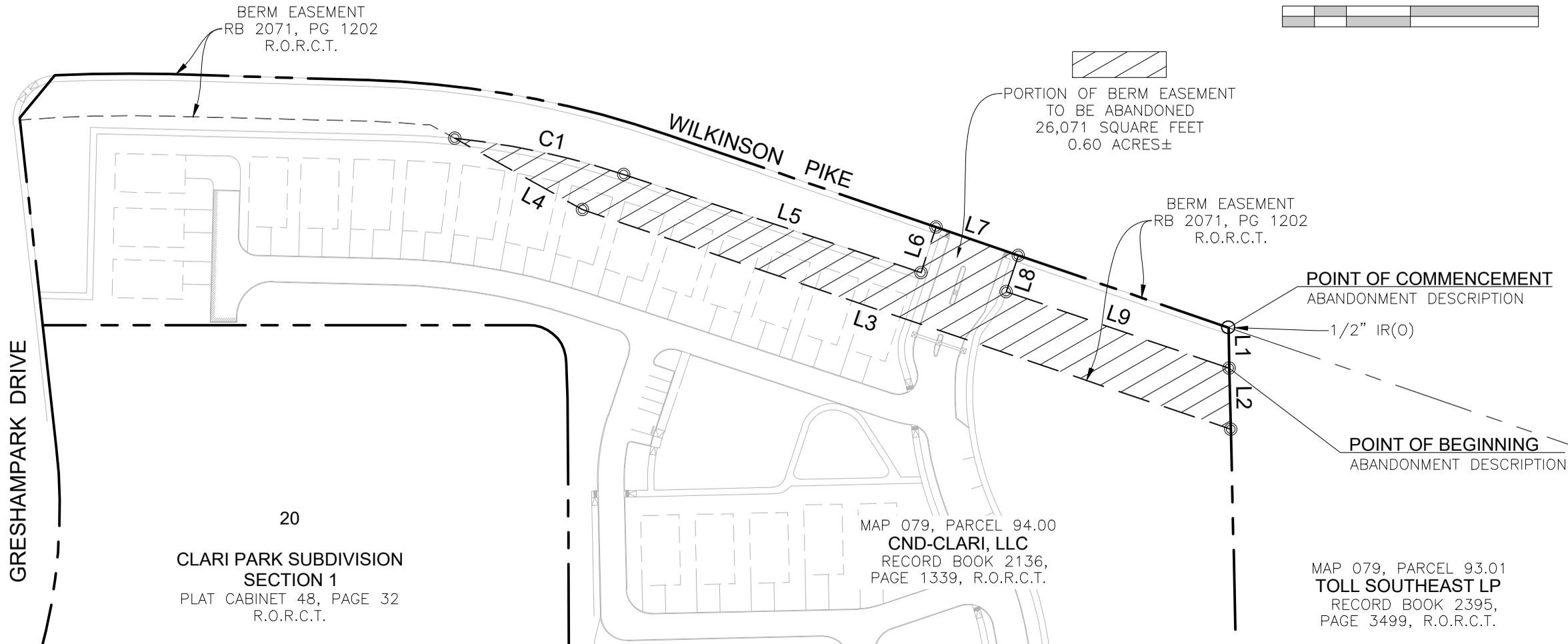
1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE PORTION OF AN EXISTING BERM EASEMENT TO BE ABANDONED BY MANDATORY REFERRAL.
2. HARDSCAPE AND DESIGN LAYOUT, SHOWN HEREON, ARE PROPOSED AND SHOWN FOR GRAPHICAL PURPOSES ONLY.
3. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3-07.



(TN NAD83)



Nashville - Murfreesboro - Chattanooga
ragansmith.com



**CLARI PARK - GARDEN DISTRICT
PORTION OF BERM EASEMENT ABANDONMENT**

FOR
DAVID WEEKLEY HOMES

13th CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE

Scale: 1" = 100'

Date: MAY 16, 2024

Approved By: CJM

Revisions:

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Drawing Title:
**EASEMENT
ABANDONMENT
EXHIBIT**

Drawing No.
1 OF 1

Project No.
07137-2048

- LEGEND**
- IRON ROD (OLD)
 - ⊙ NON-MONUMENTED POINT REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S01°18'33"E | 32.00' |
| L2 | S01°18'33"E | 47.84' |
| L3 | N71°11'46"W | 534.92' |
| L4 | N60°47'15"W | 114.52' |
| L5 | S71°38'57"E | 244.53' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L6 | N18°21'03"E | 37.56' |
| L7 | S70°56'42"E | 67.99' |
| L8 | S18°21'03"W | 30.00' |
| L9 | S70°56'42"E | 184.41' |

| CURVE TABLE | | | | | | |
|-------------|---------|---------|-----------|---------|---------|-------------|
| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHD BRG |
| C1 | 617.50' | 135.44' | 12°34'02" | 67.99 | 135.17' | S77°55'58"E |



Know what's below.
Call before you dig.

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Mandatory Referral for Abandonment of a Drainage Easement along South Bilbro Avenue

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning 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

Consider request to allow abandonment of a portion of a drainage easement along South Bilbro Avenue.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its June 5, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of a drainage easement on property located east of South Bilbro Avenue and north of Minor Street. The easement in question is located within the Murfreesboro Housing Authority’s redeveloping Mercury Park housing development. It was dedicated by final plat in 2023.

The portion of the easement in question is unnecessary for the City to retain because the pond located within the easement only serves the development itself and does not serve a public drainage purpose. The City Engineer and the Planning Department’s Project Engineer have both reviewed this easement abandonment request and do not object to it. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portion of the easement in question.
2. Modifications to the final easement area will be subject to review and approval of the City Engineer.
3. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
4. The applicant will also be responsible for recording the instrument(s), including

payment of the recording fee.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, abandoning an existing easement, so that the property owners can more fully enjoy and utilize their property.

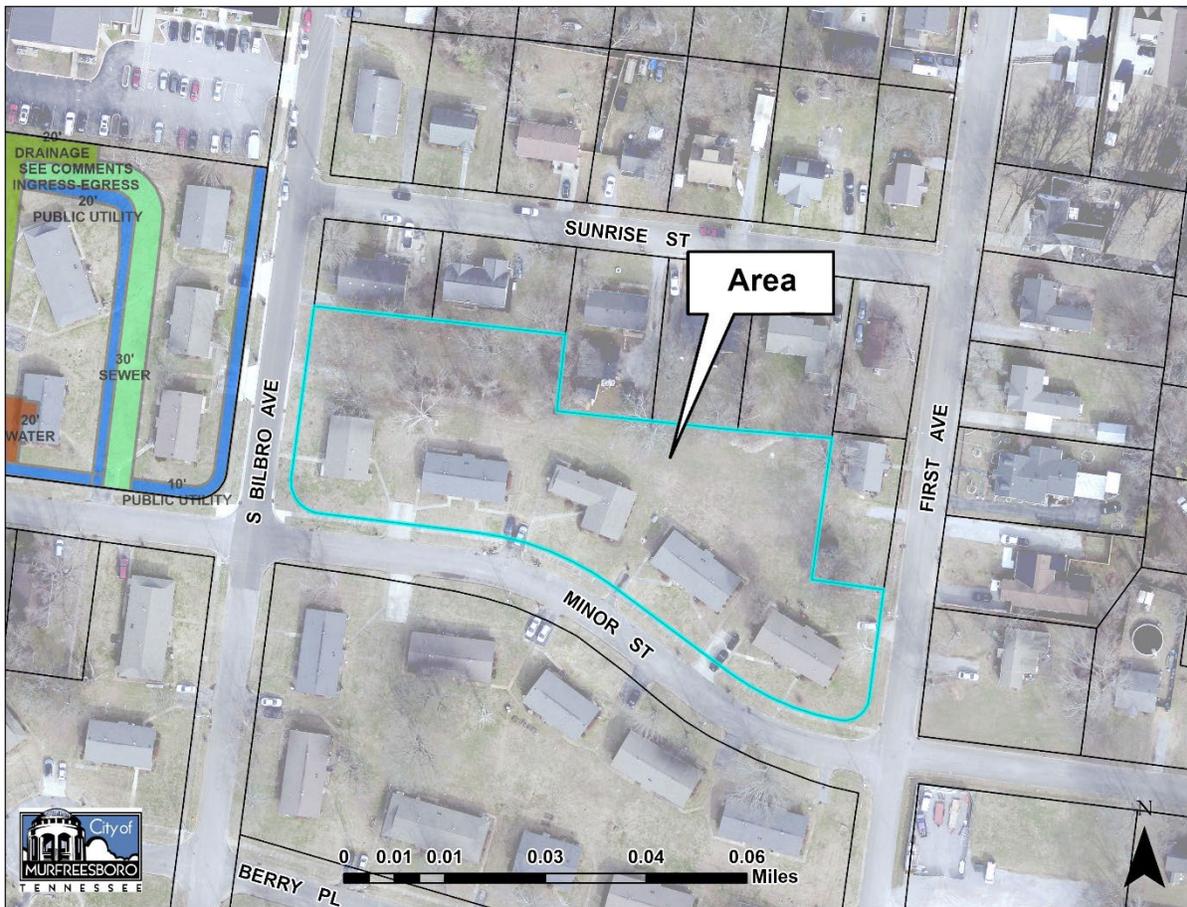
Attachments:

1. Staff comments from 06/05/2024 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 5, 2024
PROJECT PLANNER: JOEL AGUILERA**

6.c. Mandatory Referral [2024-711] to consider the abandonment of a drainage easement located on property along South Bilbro Avenue, SEC, Inc. applicant.

This mandatory referral request to abandon a portion of an existing drainage easement is from Matt Taylor of SEC, Inc., on behalf of the Murfreesboro Housing Authority. The easement in question is located on along the north portion of the property identified as Lot 2 of the Murfreesboro Housing Authority Mercury Park Subdivision.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a portion of an existing drainage easement on Lot 2 of the Murfreesboro Housing Authority Mercury Park Subdivision. Lot 2 has an approved site plan (2023-3039) for the redevelopment of the property for 13 new single-family and two-family dwelling units. The drainage easement in question was dedicated via final plat, in 2023, for the Murfreesboro Housing Authority Subdivision Mercury Park, Lots 1 & 2.

Per the attached correspondence, the applicant has stated that the easement was dedicated for the detention pond. However, the applicant has stated that the entire easement is not necessary for the pond, as the pond is not a regional feature, and can be partially abandoned so that it may only serve Lot 2 of Mercury Park. The purpose for retaining a portion of the easement, along South Bilbro Avenue, is because there is proposed infrastructure, a storm pipe, that will serve the development and be important to retain. The City Engineer and Project Engineer have also reviewed this request and concurs that this abandonment is acceptable.

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

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portion of the easement in question.
2. Modifications to the final easement area will be subject to review and approval of the City Engineer.
3. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
4. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map 103N Group N Parcel 22.00

Tax Map/Group/Parcel:

Address (if applicable): int of S Bilbro & Minor St

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Abandon Drainage Easement

Applicant Information:

Name of Applicant: SEC, Inc c/o Matt Taylor

Company Name (if applicable):

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: MTAYLOR@SEC-CIVIL.COM

Phone Number: 615-890-7901

Required Attachments:

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

5-15-2024


Applicant Signature

Date

May 21, 2024

Mr. Matthew Blomeley
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Mercury Park
Drainage Easement Abandonment Mandatory Referral
SEC Project No. 22820

Dear Matthew,

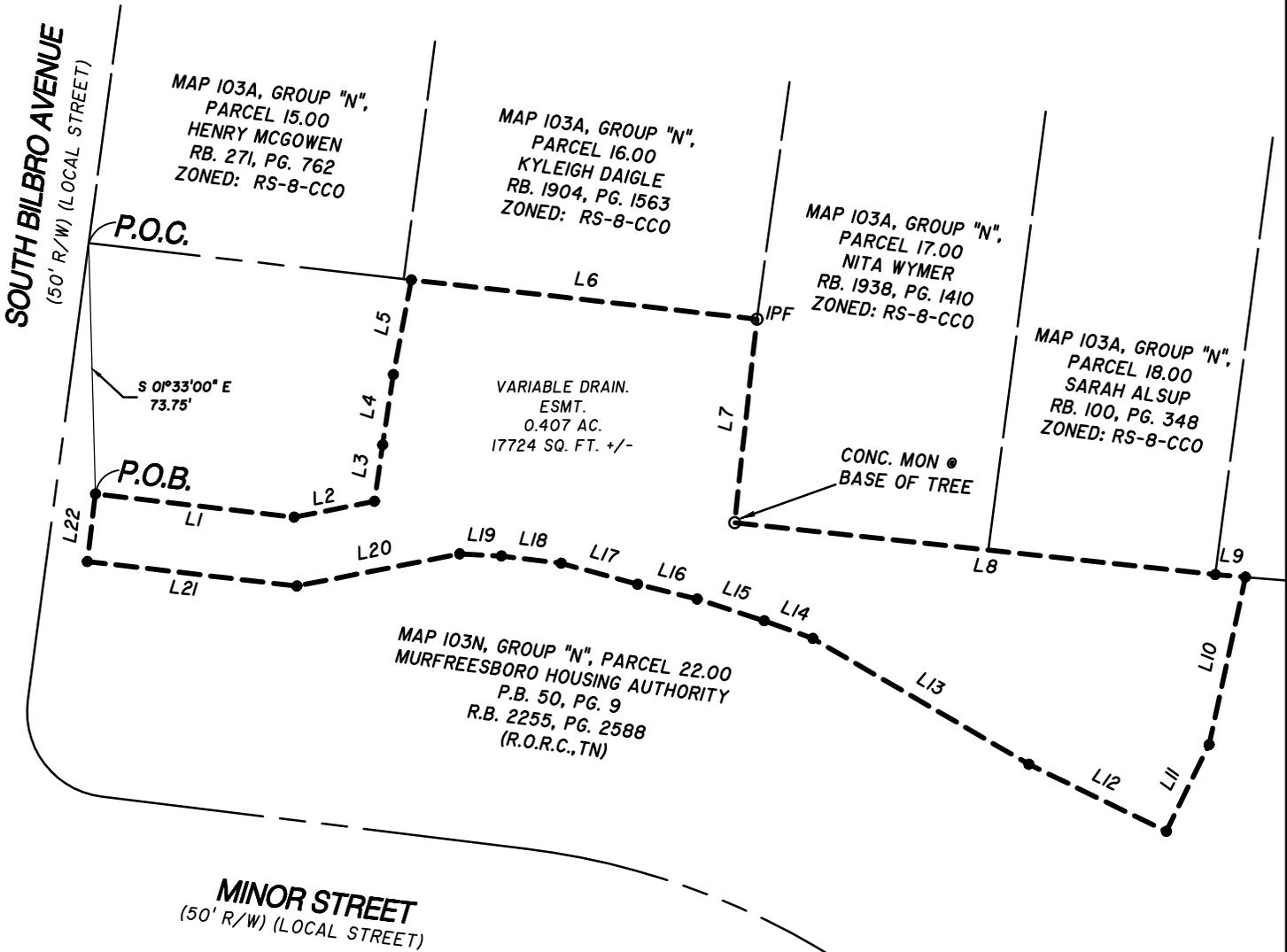
Please find the attached documents to support the mandatory referral request to abandon a drainage easement at Mercury Park. The easement isn't necessary for the pond as the pond is not a regional feature, it is only providing treatment for this particular project.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,

Handwritten signature of Matt Taylor in red ink, consisting of the name "Matt" followed by "Taylor" with a long horizontal flourish.

Matt Taylor, P.E.
SEC, Inc.



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 83°20'31" E | 59.08' |
| L2 | N 78°52'31" E | 24.17' |
| L3 | N 08°24'05" E | 16.76' |
| L4 | N 08°37'21" E | 20.95' |
| L5 | N 10°47'08" E | 28.33' |
| L6 | S 83°32'23" E | 102.75' |
| L7 | S 06°18'10" W | 60.24' |
| L8 | S 83°53'07" E | 142.79' |
| L9 | S 85°15'47" E | 8.95' |
| L10 | S 12°17'58" W | 50.46' |
| L11 | S 26°20'01" W | 28.38' |
| L12 | N 64°08'11" W | 45.15' |
| L13 | N 59°52'51" W | 73.75' |
| L14 | N 70°05'20" W | 15.31' |
| L15 | N 72°14'01" W | 20.78' |
| L16 | N 76°05'13" W | 18.14' |
| L17 | N 74°38'10" W | 23.40' |
| L18 | N 83°11'34" W | 17.77' |
| L19 | N 86°59'41" W | 12.32' |
| L20 | S 78°52'31" W | 49.05' |
| L21 | N 83°20'31" W | 62.32' |
| L22 | N 06°58'48" E | 20.00' |

**DRAINAGE EASEMENT
EXHIBIT FOR:
MAP 103A, GROUP N, PARCEL 22.00
MURFREESBORO HOUSING AUTHORITY
R.B. 2255, PG. 2588
(R.O.R.C., TN)**

DRAINAGE EASEMENT

MAP 103A GROUP N PARCEL 22.00

MURFREESBORO HOUSING AUTHORITY

R.B. 2255, PG. 2588

0.407 AC. +/-

A PORTION OF A PARCEL OF LAND LYING IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY KYLEIGH DAIGLE R.B. 1904, PG. 1563 (R.O.R.C.,TN), NITA WYMER R.B. 1938, PG. 1410 (R.O.R.C.,TN), SARAH ALSUP R.B. 100, PG. 348 (R.O.R.C.,TN), ANDREW EDWARDS R.B. 1686, PG. 1150 (R.O.R.C.,TN), ON THE NORTH MAP 103N, GROUP "N", PARCEL 22.00 MURFREESBORO HOUSING AUTHORITY P.B. 50, PG. 9 R.B. 2255, PG. 2588 (R.O.R.C.,TN) ON THE EAST AND SOUTH, AND SOUTH BILBRO AVENUE ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF HENRY McGOWEN THENCE, ACROSS THE LANDS OF MAP 103N, GROUP "N", PARCEL 22.00 MURFREESBORO HOUSING AUTHORITY S 01°33'00" E FOR A DISTANCE OF 73.75' TO THE POINT OF BEGINNING AT A POINT; THENCE, ACROSS THE LANDS OF MAP 103N, GROUP "N", PARCEL 22.00 MURFREESBORO HOUSING AUTHORITY FOR THE FOLLOWING CALLS:

S 83°20'31" E FOR A DISTANCE OF 59.08' TO A POINT;

THENCE, N 78°52'31" E FOR A DISTANCE OF 24.17' TO A POINT;

THENCE, N 08°24'05" E FOR A DISTANCE OF 16.76' TO A POINT;

THENCE, N 08°37'21" E FOR A DISTANCE OF 20.95' TO A POINT;

THENCE, N 10°47'08" E FOR A DISTANCE OF 28.33' TO A POINT;

THENCE, WITH THE SOUTH LINE OF KYLEIGH DAIGLE S 83°32'23" E FOR A DISTANCE OF 102.75' TO AN IRON PIN FOUND);

THENCE, WITH THE WEST LINE OF NITA WYMER S 06°18'10" W FOR A DISTANCE OF 60.24' TO A CONC. MONUMENT BY THE BASE OF A TREE;

THENCE, WITH THE SOUTH LINE OF WYMER & SARAH ALSUP S 83°53'07" E FOR A DISTANCE OF 142.79' TO A POINT;

THENCE, WITH THE SOUTH LINE OF ANDREW EDWARDS S 85°15'47" E FOR A DISTANCE OF 8.95' TO A POINT;

THENCE, ACROSS THE LANDS OF MAP 103N, GROUP "N", PARCEL 22.00 MURFREESBORO HOUSING AUTHORITY FOR THE FOLLOWING CALLS:

S 12°17'58" W FOR A DISTANCE OF 50.46' TO A POINT;

THENCE, S 26°20'01" W FOR A DISTANCE OF 28.38' TO A POINT;

THENCE, N 64°08'11" W FOR A DISTANCE OF 45.15' TO A POINT;

THENCE, N 59°52'51" W FOR A DISTANCE OF 73.75' TO A POINT;

THENCE, N 70°05'20" W FOR A DISTANCE OF 15.31' TO A POINT;

THENCE, N 72°14'01" W FOR A DISTANCE OF 20.78' TO A POINT;

THENCE, N 76°05'13" W FOR A DISTANCE OF 18.14' TO A POINT;

THENCE, N 74°38'10" W FOR A DISTANCE OF 23.40' TO A POINT;

THENCE, N 83°11'34" W FOR A DISTANCE OF 17.77' TO A POINT;

THENCE, N 86°59'41" W FOR A DISTANCE OF 12.32' TO A POINT;

THENCE, S 78°52'31" W FOR A DISTANCE OF 49.05' TO A POINT;

THENCE, N 83°20'31" W FOR A DISTANCE OF 62.32' TO A POINT;

THENCE, N 06°58'48" W FOR A DISTANCE OF 20.00' TO THE POINT OF BEFINNING, HAVING AN AREA OF 17724 SQ. FT.

OR 0.407 Ac. +/-

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Mandatory Referral for Abandonment of a Detention Pond Easement along Trust Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of a portion of a detention pond easement along Trust Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its June 5, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of a detention pond easement on property located along Trust Drive in the Windwoods subdivision. The easement in question, which is located in the common area of the development, was recorded with the final plat. The common area in question contains the detention pond and the proposed amenity center.

The easement conflicts with the proposed location of the community playground to be built at the amenity center. The Planning Department’s Project Engineer reviewed the request and determined the portion of the easement requested to be abandoned is surplus and not needed for detention or drainage purposes. The stormwater is designed to be contained in the portion of the easement that will remain. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions.

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally abandon the portion of the proposed easement in question. The legal instrument(s) will be subject to final review and approval of the Legal Department.
2. The applicant will also be responsible for recording these instruments, including

payment of the recording fee.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, modifying the location of an existing easement, so that the property owners can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from the 06/05/2024 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 5, 2024
PROJECT PLANNER: BRAD BARBEE**

6.b. Mandatory Referral [2024-713] to consider the abandonment of a portion of a detention pond easement located on property along Trust Drive, SEC, Inc. applicant.



In this mandatory referral, the Planning Commission is being asked to consider the approval of the abandonment of a portion of a detention pond easement in the Windwoods Subdivision, located just west of Florence Road. The portion of the easement in question is located at the cul-de-sac of Trust Drive. The subdivision developer, AMH TN, LLC, proposes to construct a playground on the portion of the easement that is requested to be abandoned. As is, the playground is not allowed to encroach within the recorded easement. The Planning Department's Project Engineer evaluated the application and determined that the abandonment of the requested portion of the easement would not have any negative impact on the drainage system and that it is surplus, as the stormwater is designed to be contained within the remaining portion of the easement. An exhibit depicting the location of the requested abandonment is included in the agenda materials. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

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



City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: **56M/E/19.00** | Address (if applicable): **South of Effie Seward Dr.**

Street Name (if abandonment of ROW): **N/A**

Type of Mandatory Referral: **Detention Pond Easement Abandonment**

Applicant Information:

Name of Applicant: **Matt Taylor**

Company Name (if applicable): **SEC, Inc.**

Street Address or PO Box: **850 Middle TN Blvd**

City: **Murfreesboro**

State: **TN**

Zip Code: **37129**

Email Address: **mtaylor@sec-civil.com**

Phone Number: **615-890-7901**

Required Attachments:

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

Applicant Signature

Date

May 16, 2024

Ms. Holly Smyth
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Windwoods Subdivision Resub Lot 44
Detention Pond Easement Abandonment Mandatory Referral
SEC Project No. 05040

Dear Holly,

Please find the attached supplemental documents to support the mandatory referral request to abandon the highlighted portion of the drainage easement to make room for a playground. The easement will be relocated north to be inline with the detention pond. No volume is being lost with the relocation of the easement. This easement is located at the property located South of Effie Seward Drive.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,



Matt Taylor, P.E.
SEC, Inc.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I (AM WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES THEREIN, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ REGISTERED SURVEYOR _____
 RECORD BOOK 1954, PAGE 3442 VICE PRESIDENT OF LAND DEVELOPMENT
 AMY TN DEVELOPMENT, LLC.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

DATE _____ REGISTERED SURVEYOR _____
 TENN. R.L.S. No. _____

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS, OR THE SPECIFICATIONS OF THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY IF THEY ARE MORE STRINGENT, AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO ASSURE COMPLETION OF THE SAME.

DATE _____ CONSOLIDATED UTILITY DISTRICT OFFICIAL _____

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DESIGN CRITERIA FOR SEWAGE WORKS; (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME; OR (3) THAT THE SUBSURFACE SEWAGE SYSTEM WILL BE PERMITTED SUBJECT TO THE APPROVAL OF THE RUTHERFORD COUNTY HEALTH DEPARTMENT.

DATE _____ MURFREESBORO WATER RESOURCES OFFICIAL _____

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTEMC AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTEMC, AND IN ACCORDANCE WITH THE PLAT APPROVAL CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTEMC WEB SITE AT WWW.MTEMC.COM (COLLECTIVELY THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTEMC'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF MTEMC. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTEMC'S REQUIREMENTS.

DATE _____ MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP. OFFICIAL _____

CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY: (1) THAT STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORMWATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE _____ CITY ENGINEER _____

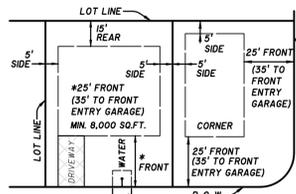
CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

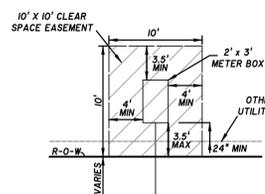
DATE _____ PLANNING COMMISSION SECRETARY _____

LEGEND

- IRON PIN (FOUND)
- IRON PIN SET (NEW)
- CONC. MONUMENT (FOUND)



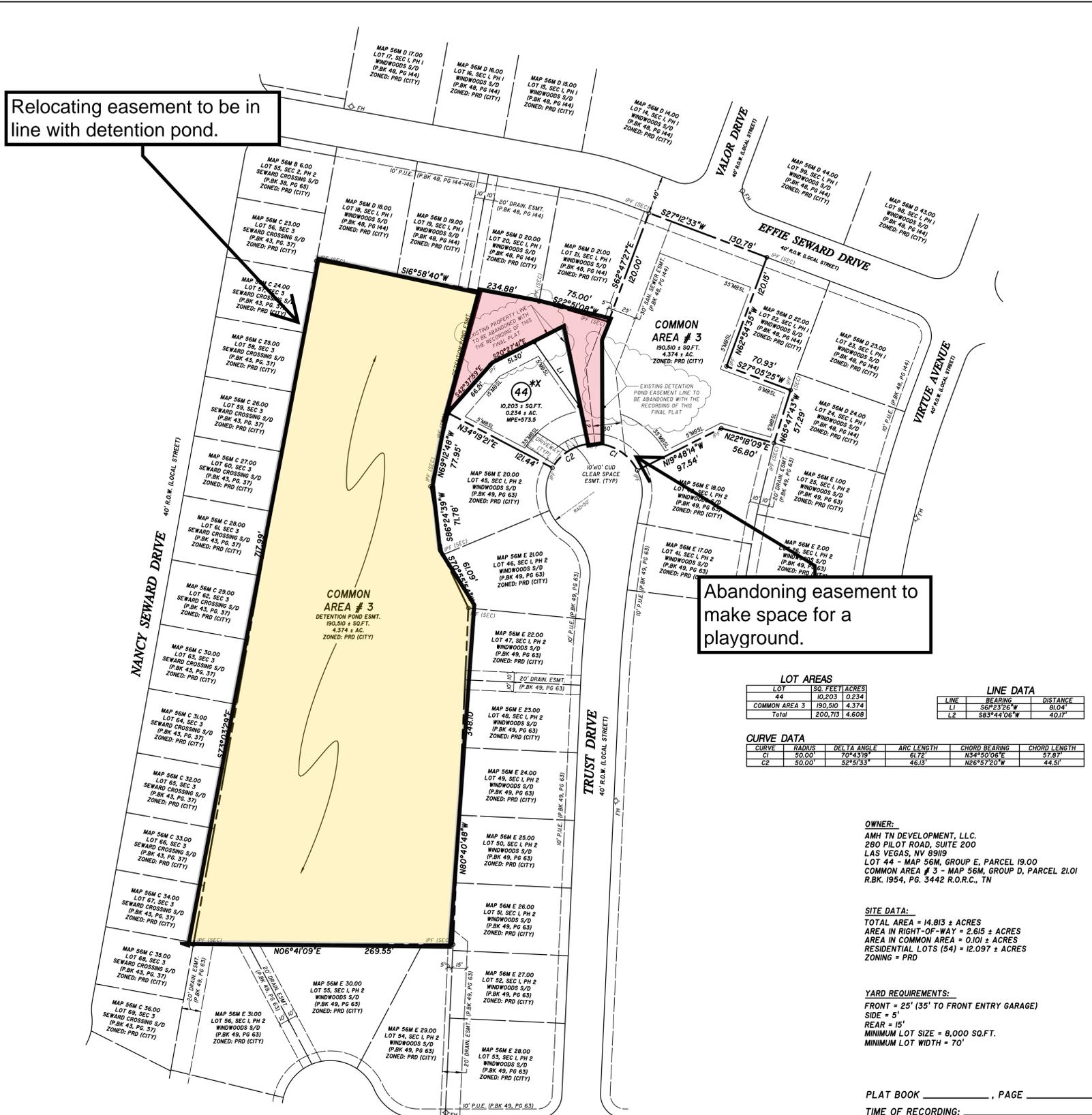
ZONING PRD
TYPICAL MINIMUM BUILDING SETBACKS
 FOR LOTS SHOWN HEREON
 N.T.S.



CONSOLIDATED UTILITY DISTRICT
SINGLE FAMILY RESIDENTIAL METER
CLEAR SPACE REQUIREMENT
 N.T.S.

Relocating easement to be in line with detention pond.

Abandoning easement to make space for a playground.



LOT AREAS

| LOT | SQ. FEET | ACRES |
|----------------|----------|-------|
| 44 | 10,203 | 0.234 |
| COMMON AREA #3 | 190,510 | 4.374 |
| Total | 200,713 | 4.608 |

LINE DATA

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S8°23'26"W | 81.04' |
| L2 | S83°44'06"W | 40.17' |

CURVE DATA

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|--------|-------------|------------|---------------|--------------|
| C1 | 50.00' | 70°43'51" | 61.72' | N34°50'09"E | 57.81' |
| C2 | 50.00' | 52°51'33" | 46.13' | N28°57'20"W | 44.51' |

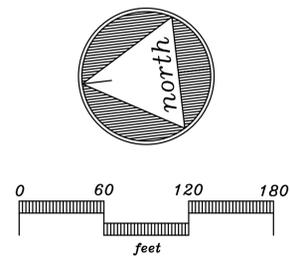
OWNER:
 AMY TN DEVELOPMENT, LLC.
 280 PILOT ROAD, SUITE 200
 LAS VEGAS, NV 89109
 LOT 44 - MAP 56M, GROUP E, PARCEL 19.00
 COMMON AREA # 3 - MAP 56M, GROUP D, PARCEL 21.01
 R.B.K. 1954, PG. 3442 R.O.R.C., TN

SITE DATA:
 TOTAL AREA = 14.813 ± ACRES
 AREA IN RIGHT-OF-WAY = 2.515 ± ACRES
 AREA IN COMMON AREA = 0.101 ± ACRES
 RESIDENTIAL LOTS (54) = 12.097 ± ACRES
 ZONING = PRD

YARD REQUIREMENTS:
 FRONT = 25' (35' TO FRONT ENTRY GARAGE)
 SIDE = 5'
 REAR = 15'
 MINIMUM LOT SIZE = 8,000 SQ.FT.
 MINIMUM LOT WIDTH = 70'

PLAT BOOK _____, PAGE _____
 TIME OF RECORDING: _____
 DATE OF RECORDING: _____

THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES THE RECORDING OF COMMON AREA # 3 ON A FINAL PLAT ENTITLED "SECTION I, PHASE I, WINDWOODS SUBDIVISION", AS RECORDED IN PLAT BOOK 48, PAGE 144, R.O.R.C., TN.
 FURTHERMORE, THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES THE RECORDING OF LOT 44 ON A FINAL PLAT ENTITLED "SECTION I, PHASE 2, WINDWOODS SUBDIVISION", AS RECORDED IN PLAT BOOK 49, PAGE 63, R.O.R.C., TN.



***MINIMUM PAD ELEVATION**
 MINIMUM PAD ELEVATIONS WHERE SHOWN HEREON ARE ESTABLISHED DUE TO LOCAL DRAINAGE.

X PLOT PLAN NOTE:
 A PLOT PLAN PREPARED BY A LICENSED SURVEYOR MUST BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION FOR PLANNING DEPARTMENT REVIEW AND APPROVAL FOR THE FOLLOWING LOTS: 28, 29, 33, 34, 42-48, AND 52-79. IN ADDITION, A LICENSED SURVEYOR WILL BE REQUIRED TO LAY OUT THE FOOTING FOR ALL OF THE AFOREMENTIONED LOTS AND TO PROVIDE WRITTEN CONFIRMATION TO THE CITY THAT THERE ARE NO ENCROACHMENTS INTO ANY EASEMENTS OR BUILDING SETBACKS.



- GENERAL NOTES**
- THE PURPOSE OF THIS FINAL PLAT IS TO RESUBDIVIDE LOT 44, AND COMMON AREA # 3, AND TO ADJUST THE DETENTION POND EASEMENT LINE AS SHOWN.
 - BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES USING GPS NETWORK SYSTEM (NAD 83-96) (NAVD-88).
 - THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 47149C040 J, EFFECTIVE DATE MAY 9, 2023.
 - THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
 - NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
 - SUBJECT PROPERTY IS ZONED PRD, APPROVED BY MURFREESBORO PLANNING COMMISSION ON 2/21/2018. MINIMUM BUILDING SETBACKS FOR THIS SITE ARE: FRONT = 25' (35' FRONT ENTRY GARAGE) / SIDE = 5' / REAR = 15' CORNER LOTS HAVE 2 FRONTS AND 2 SIDES.
 - THE SOIL MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE CURRENT OR ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
 - IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
 - PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS MIDDLE TENNESSEE ELECTRIC, NATURAL GAS COMPANIES, AT&T, CABLE TELEVISION SERVICES AND OTHERS.
 - UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. AS AN ALTERNATIVE, THE HOME OWNER SHALL INSTALL A BACKWATER VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF INDEMNIFICATION AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION, THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
 - ANY STREET IN THIS SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.
 - THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
 - EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEM UNTIL SOME FUTURE TIME AND THERE MAY BE NO NOTICE OR CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
 - A DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDWOODS SUBDIVISION IS RECORDED IN RECORD BOOK 2284, PAGE 2698 AND AMENDED IN RECORD BOOK 2367, PAGE 3079 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.
 - THE COMMON AREAS SHOWN ON THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNERS ASSOCIATION TO MAINTAIN.
 - PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A BUILDING PERMIT SURETY IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
 - C.U.D. ACCESS TO THE DESIGNATED WATER METER LOCATION AREA SHALL BE UNENCUMBERED BY DRIVEWAYS, SIDEWALKS, FENCING OR LANDSCAPING. A PERMANENT ACCESS EASEMENT EXISTS ON EACH LOT AT THE WATER METER LOCATION. THIS 10' X 10' EASEMENT IS INTENDED TO ASSURE SERVICE AND REPAIR ACCESS TO THE WATER METER(S) AND SERVICE LINE(S). C.U.D. WILL NOT BE LIABLE TO REPAIR OR REPLACE ANY REMOVED OR DAMAGED ENCROACHMENTS WITHIN THE EASEMENT AND WILL NOT BE FINANCIALLY LIABLE FOR DAMAGES TO ANY ENCROACHMENTS, SEE DETAIL.
 - ALL FIRE HYDRANTS SHALL BE PLACED IN COORDINATION WITH C.U.D.
 - DRIVEWAY LOCATIONS DEPICTED ON THIS PLAT INDICATE THE SIDE OF THE LOT WHERE THE DRIVEWAY MUST BE LOCATED. ACTUAL WIDTH AND PRECISE LOCATION OF THE DRIVEWAY MAY VARY FROM WHAT IS DEPICTED ON THE PLAT. DRIVEWAYS MUST BE OF SUFFICIENT WIDTH AND DEPTH TO ACCOMMODATE PARKING FOR A MINIMUM OF FOUR (4) VEHICLES.
 - PROPERTY IS WITHIN OVERALL CREEK ASSESSMENT DISTRICT.

FINAL PLAT

Resubdivision Common Area # 3, Section 1, Phase 1 & Resubdivision Lot 44, Section 1, Phase 2 Windwoods Subdivision

CITY OF MURFREESBORO, TENNESSEE
 6th CIVIL DISTRICT OF RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE

WWW.SEC-CIVIL.COM
 850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
 PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 05040.43 DATE: 4-11-24 FILE: WW-Resub44 DRAWN BY: JDB SCALE: 1" = 60' SHEET 1 OF 1
 REV: 5-1-24

*REVISIONS PER CITY PLANNING COMMENTS 5-1-24

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Ordinance 24-O-17 City Code Ch. 33-2 & 50 Changes
[Second Reading]

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Staff is requesting revisions to Chapter 33 of the City Code to clarify water and sewer connection fees as it relates to Assisted/Senior Living as well as large Commercial Buildings over 35,000 square feet.

Staff Recommendation

Adopt second reading to revisions to Chapter 33 of the City Code by Ordinance 24-O-17. The Water Resource Board recommended approval of this matter on May 28, 2024.

Background Information

Assisted/Senior Living developments are increasingly becoming popular and there is typically justifiable rationale by the developers that these facilities use less water and sewer than an Apartment. In meeting with the Legal Department, it has been decided that best practice would be to define Assisted/Senior Living and add it to the Connection Fee Chart with Hospital/Nursing Home as a charge per "bed" as shown in the attached Ordinance.

Legal and staff have defined Assisted/Senior Living, for water and sewer purposes, as residences that do not have individual oven, stove, or laundry equipment within the residence.

In addition, Legal and staff propose to modify Chapter 33-Section 2(D) related to water connection fees and Chapter 33-Section 50(A)(3) related to sewer connection fees. These sections currently require any Industrial use or Commercial space over 35,000 sf to be established by City Council upon recommendation of the Water Resources Board. The request is to remove the Commercial space requirement as most Commercial spaces of this size are either large retail spaces that use small amounts of water or large office space which is a routine calculation based on historical usage and square footage. The process of approval of fees for Industry will remain the same.

Council Priorities Served*Responsible budgeting*

It is fair and best practice to charge customers water and/or sewer connection fees as accurately as possible based on normal daily water and sewer consumption.

Fiscal Impact

There is no fiscal impact to the FY25 operating budget in setting this new connection fee structure.

Attachments

Ordinance 24-O-17

ORDINANCE 24-O-17 amending the Murfreesboro City Code, Chapter 33, Section 33-2, Charges for taps made by City; and Section 33-50, Sanitary sewer connection or tapping fees and house services fees or charges.

WHEREAS, the City of Murfreesboro previously adopted by Ordinance Section 33-2 Charges for taps made by City; and Section 33-50 Sanitary sewer connection or tapping fees and house services fees or charges, as its local water and sewer tapping fees and house service fees (“Code”); and

WHEREAS, upon further review and recommendation by the City of Murfreesboro Water Resources Director, it is in the best interest of the citizens of the City of Murfreesboro that certain amendments be made to the Code.

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

SECTION 1. Chapter 33-2, Charges for taps made by City, subsection (A) shall be deleted in its entirety and substitute in lieu thereof the following language:

- (A) The charges for water taps made by the Water Resources Department shall be as hereinafter set forth:
- (1) The charges for a three-fourths (3/4) or one-inch (1”) water service line stub installed for a developer in a street under construction or a water line easement shall be \$675.00.
 - (2) In areas where the service line stub has been installed by a developer, the charge for a three-fourths (3/4) or one-inch (1”) meter connection shall be \$540.00.
 - (3) In areas where the water service line stub has not been installed, the charge for a three-fourths (3/4) or one-inch (1”) water tap outside of the roadway shall be \$1,215.00, and inside the roadway shall be \$1,915.00.
 - (4) Charges for taps and service lines installed larger than one-inch, or where gang meter vaults are deemed necessary by the Director due to limited right-of-way and/or green-space, or to avoid private utility infrastructure over public utility infrastructure, shall be the costs of labor, equipment, and materials.
 - (5) In addition to the foregoing, the following additional charges apply as indicated:

| Customer Description | Connection Fee |
|--|---|
| Single-Family residence | \$950.00 per unit prior to March 1, 2012 and, on and after March 1, 2012, \$1,200.00 per unit |
| Multifamily/Condominiums/Apartments/Mobile Homes | \$1,200.00 per unit |
| Restaurants | \$65.00 per seat |
| Hotel/Motel | \$350.00 per room |
| Retail shop and service establishments | \$1,200.00 per unit |
| Hospital/Nursing Home/Assisted Living/Senior Living Facilities | \$540.00 per bed |
| Schools | \$16.00 per student |
| Commercial Space/Office Complex | \$1,200.00 per SFU Equivalent |
| Industrial (with Board recommendation and Council approval) | \$1,200.00 per SFU Equivalent |
| Laundries | \$1,200.00 per SFU Equivalent |

| | |
|-----------------------|---------------------|
| Car wash: | |
| Automatic Nylon Brush | \$10,800.00 per bay |
| Full Service Attended | \$10,800.00 per bay |
| Brushless Automatic | \$10,800.00 per bay |

- (6) For purposes of Section 33-2, Assisted Living is defined as a building, establishment, complex, or distinct part thereof licensed with the State of Tennessee Department of Health as an assisted-care living facility and which accepts primarily aged persons for domiciliary care and provides on-site to its residents room, board, non-medical living assistance services appropriate to the residents' respective needs, and limited medical services as prescribed by each resident's treating physician.
- (7) For purposes of Section 33-2, Senior Living is defined as a residential complex containing multifamily dwelling units designed for and principally occupied by senior citizens, wherein each individual dwelling unit does not include laundry equipment. Such facilities may include a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care.
- (8) If there is a car wash associated with a convenience store, the above car wash water connection fee shall apply plus connection fees for one retail shop and service establishment, or multiple thereof, if more than one shop.

SECTION 2. Chapter 33-2, Charges for taps made by City, subsection (D) shall be deleted in its entirety and substitute in lieu thereof the following language:

- (D) The water connection fee for water service to any industrial use shall be fixed and established by the City Council by Resolution upon recommendation of the Water Resources Board after considering and taking into account the location, size, extent, nature and requirements of such customer, and the estimated costs of furnishing such water service to the customer and further considering the estimated usage, occupancy and plumbing fixtures to be installed.

SECTION 3. Chapter 33-50, Sanitary sewer connection or tapping fees and house service fees or charges, subsection (A)(1) table shall be deleted in its entirety and substitute in lieu thereof the following table:

| Customer Description | Connection Fee |
|--|---|
| Single-Family residence | \$1,800.00 per unit prior to March 1, 2012 and, on and after March 1, 2012, \$2,500.00 per unit |
| Multifamily/Condominiums/Apartments/Mobile Homes | \$2,550.00 per unit |
| Restaurants | \$110.00 per seat |
| Hotel/Motel | \$800.00 per room |
| Retail shop and service establishments | \$2,550.00 per unit |
| Hospital/Nursing Home/Assisted Living/Senior Living Facilities | \$800.00 per bed |
| Schools | \$24.00 per student |
| Commercial Space/Office Complex | \$2,550.00 per SFU Equivalent |
| Industrial (with Board recommendation and Council approval) | \$2,550.00 per SFU Equivalent |
| Laundries | \$2,550.00 per SFU Equivalent |
| Car wash: | |
| Automatic Nylon Brush | \$16,800.00 per bay and per SFU |

| | |
|---|--|
| | Equivalent for Special Sanitary Sewer Assessment Districts |
| Full Service Attended | \$16,800.00 per bay and per SFU Equivalent for Special Sanitary Sewer Assessment Districts |
| Brushless Automatic | \$16,800.00 per bay and per SFU Equivalent for Special Sanitary Sewer Assessment Districts |
| If there is a car wash associated with a convenience store, the above car wash sewer connection fee shall apply plus connection fees for one retail shop and service establishment, or multiple thereof, if more than one shop. | |
| Any of the categories itemized above that discharge into a Decentralized Wastewater Treatment Facility (e.g., Recirculating Sand Filter) whose effluent is land applied through a drip irrigation system and whose assets have been dedicated to MWSD will not be subject to any sanitary sewer connection fees. Sewer connection fees may be assessed as set by resolution on a case-by-case basis should the decentralized wastewater treatment system be funded by MWSD and system development charges (i.e., capacity buy-in fees) required for recoupment of rate payer funded assets. | |
| House service charges based on ROW width: | |
| Right-of-way less than 50 feet | \$1,000.00 where existing laterals exist to edge of ROW. For new taps and laterals, O&M material and labor costs recouped. |
| Over 50 feet and less than 60 feet | \$1,000.00 where existing laterals exist to edge of ROW. For new taps and laterals, O&M material and labor costs recouped. |
| Over 60 feet and less than 80 feet | \$1,000.00 where existing laterals exist to edge of ROW. For new taps and laterals, O&M material and labor costs recouped. |
| 80 feet and greater | \$1,000.00 where existing laterals exist to edge of ROW. For new taps and laterals, O&M material and labor costs recouped. |
| Notwithstanding the foregoing, the house service charges for customers (i) paying monthly sewer charges on the effective date of this section for the property in question, (ii) who are not actually connected to the public sewers, and (iii) who have a house service line already in place to serve the subject property may connect to the public sewers before January 1, 2002, and pay the house service charges in effect before adoption of this section. | |
| Sewer Clean Our Connection | \$170.00 |

SECTION 4, Chapter 33-50, Sanitary sewer connection or tapping fees and house service fees or charges, subsection (A)(3) shall be deleted in its entirety and substitute in lieu thereof the following language:

- (A)(3) The sewer connection fee for sewer service to any industrial use shall be fixed and established by the City Council by Resolution upon recommendation of the Board after considering and taking into account the location, size, extent, nature and requirements of such customer, and the estimated cost of furnishing such sewer service to the customer, and further considering the estimated usage, occupancy and plumbing fixtures to be installed.

SECTION 5, Chapter 33-50, Sanitary sewer connection or tapping fees and house service fees or charges, subsection (A) shall add subsection (6) stating as

follows:

(6) For purposes of Section 33-50, Assisted Living is defined as a building, establishment, complex, or distinct part thereof licensed with the State of Tennessee Department of Health as an assisted-care living facility and which accepts primarily aged persons for domiciliary care and provides on-site to its residents room, board, non-medical living assistance services appropriate to the residents' respective needs, and limited medical services as prescribed by each resident's treating physician.

SECTION 6. Chapter 33-50, Sanitary sewer connection or tapping fees and house service fees or charges, subsection (A) shall add subsection (7) stating as follows:

(7) For purposes of Section 33-50, Senior Living is defined as a residential complex containing multifamily dwelling units designed for and principally occupied by senior citizens, wherein each individual dwelling unit does not include laundry equipment. Such facilities may include a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care.

SECTION 7. 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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2095E51F0401...

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

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

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Annexation of approximately 14.41 acres and zoning of approximately 8.54 acres located along Butler Drive north of Joe B Jackson Parkway.

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

Eric Dill initiated a petition of annexation [2024-504] for approximately 8.54 acres located along the west side of Butler Drive. In the annexation study area, the City included approximately 5.87 acres of right-of-way for the realigned Butler Drive in addition to Mr. Dill's property. The City developed its plan of services for this area. Additionally, Eric Dill presented to the City a zoning application [2024-405] for the same 8.54 acres to be zoned L-I (Light Industrial District) simultaneous with annexation. During its regular meeting on May 1, 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 light industrial development, which will create jobs for the community and generate tax revenue for the City.

Expand Infrastructure

The annexation includes the right-of-way for the proposed realigned Butler Drive, putting the new roadway entirely within the City's jurisdiction.

Attachments:

1. Resolution 24-R-PS-16
2. Resolution 24-R-A-16
3. Ordinance 24-OZ-16
4. Maps of the area
5. Planning Commission staff comments from the 05/01/2024 meeting
6. Planning Commission minutes from 05/01/2024 meeting
7. Plan of Services
8. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2024
PROJECT PLANNER: RICHARD DONOVAN**

5.a. Annexation petition and plan of services [2024-504] for approximately 8.54 acres located on Butler Drive and 5.87 acres of right-of-way for future Butler Drive, Eric Dill and City of Murfreesboro Administration applicants.

The study area consists of three parcels located on the west side of Butler Drive, just north of Joe B. Jackson Parkway, and three sections of future right-of-way of Butler Drive. A written petition requesting annexation has been filed with the City by the owners of the three subject parcels. The three parcels are currently vacant and include 8.54 acres, along the west side of existing Butler Drive. At the request of the City of Murfreesboro Administration, the annexation study area also includes approximately 2,492 linear feet of future Butler Drive right-of-way (ROW) or 5.87 acres. The City has obtained or is in the process of securing the necessary right-of-way for the realignment of Butler Drive. Concurrently, construction has commenced on a three-lane thoroughfare featuring curbs and gutters, accompanied by sidewalks on both sides. The realignment project is anticipated to reach completion by 2025.

The total annexation study area is approximately 14.41 acres.

Mr. Eric Dill either owns the property directly or through an LLC, and has submitted a companion zoning application requesting the property be zoned L-I (Light Industrial) simultaneous with annexation. The property being considered for annexation is currently vacant and is zoned RM (Medium Density Residential District) in the unincorporated County.

The annexation study area consists of three parcels and three sections of right-of-way:

Owner: Eric Dill

| | |
|---------------------------|--------------------------|
| Tax Map 125, Parcel 14.01 | Approximately 2.54 acres |
| Tax Map 126, Parcel 43.00 | Approximately 1.97 acres |

Owner: Dill Holdings, LLC.

| | |
|---------------------------|--------------------------|
| Tax Map 126, Parcel 42.00 | Approximately 4.14 acres |
|---------------------------|--------------------------|

| | |
|----------------------------------|--|
| Future Butler Drive Right of Way | Approximately 2,492 linear feet (5.87 acres) |
|----------------------------------|--|

The subject parcels and right-of-way are located within the City's Urban Growth Boundary and are contiguous with the current City limits on the east side for the three parcels and north and south side of each section of right-of-way. 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, with the exception of sewer service. The subject properties will not have direct access to the forcemain along realigned Butler Drive due to a remnant piece of property. The development of the property will either require off-site sewer easement and the installation of a STEP tank by the developer to connect to sewer or the installation of an individual septic system.

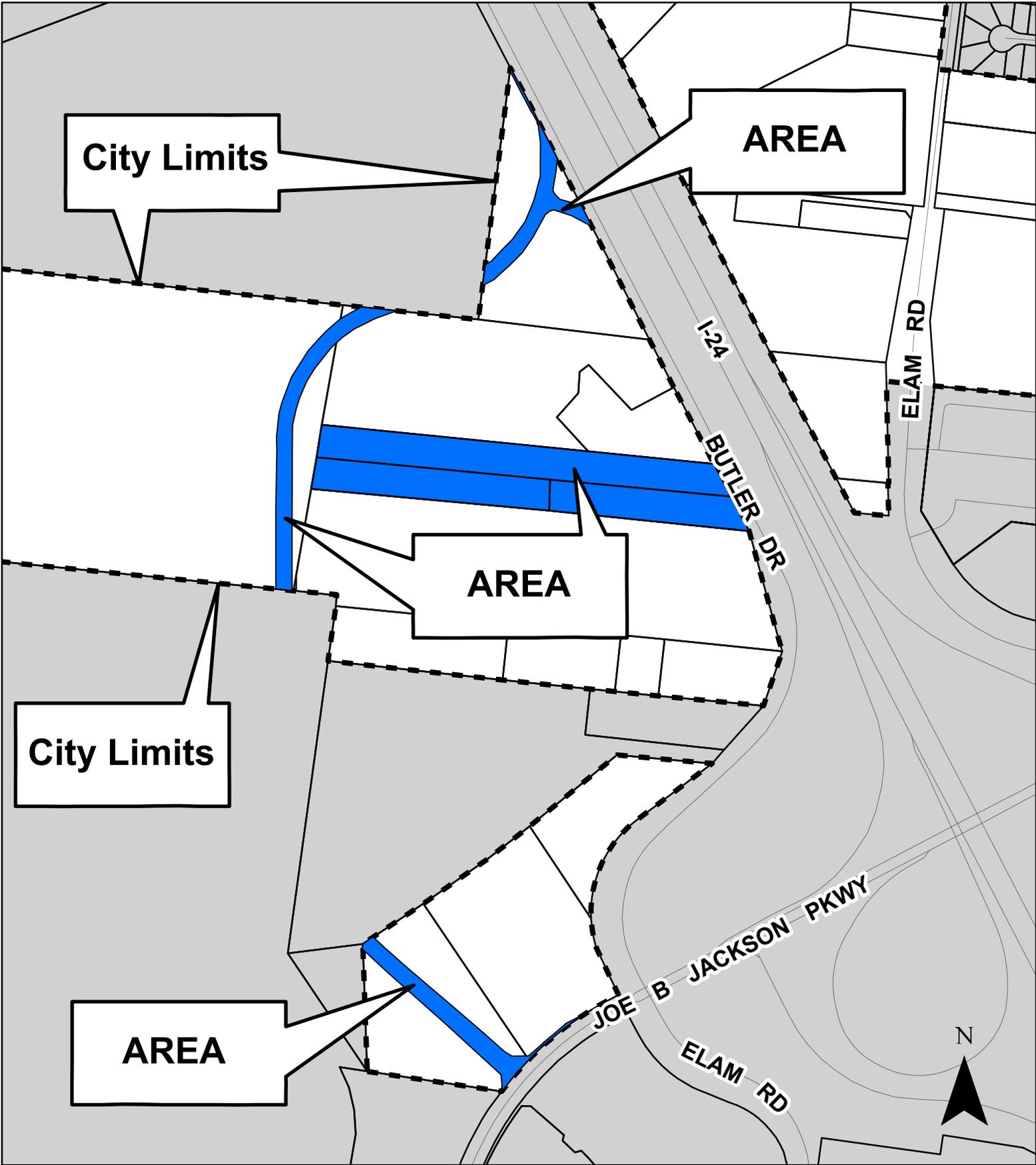
Staff recommendation:

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

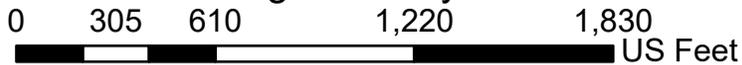
- 1) The subject property is contiguous with the existing City limits.
- 2) It is located within the Urban Growth Boundary and within the Service Infill Area.
- 3) Services can be extended to the subject property upon annexation.

Action Needed:

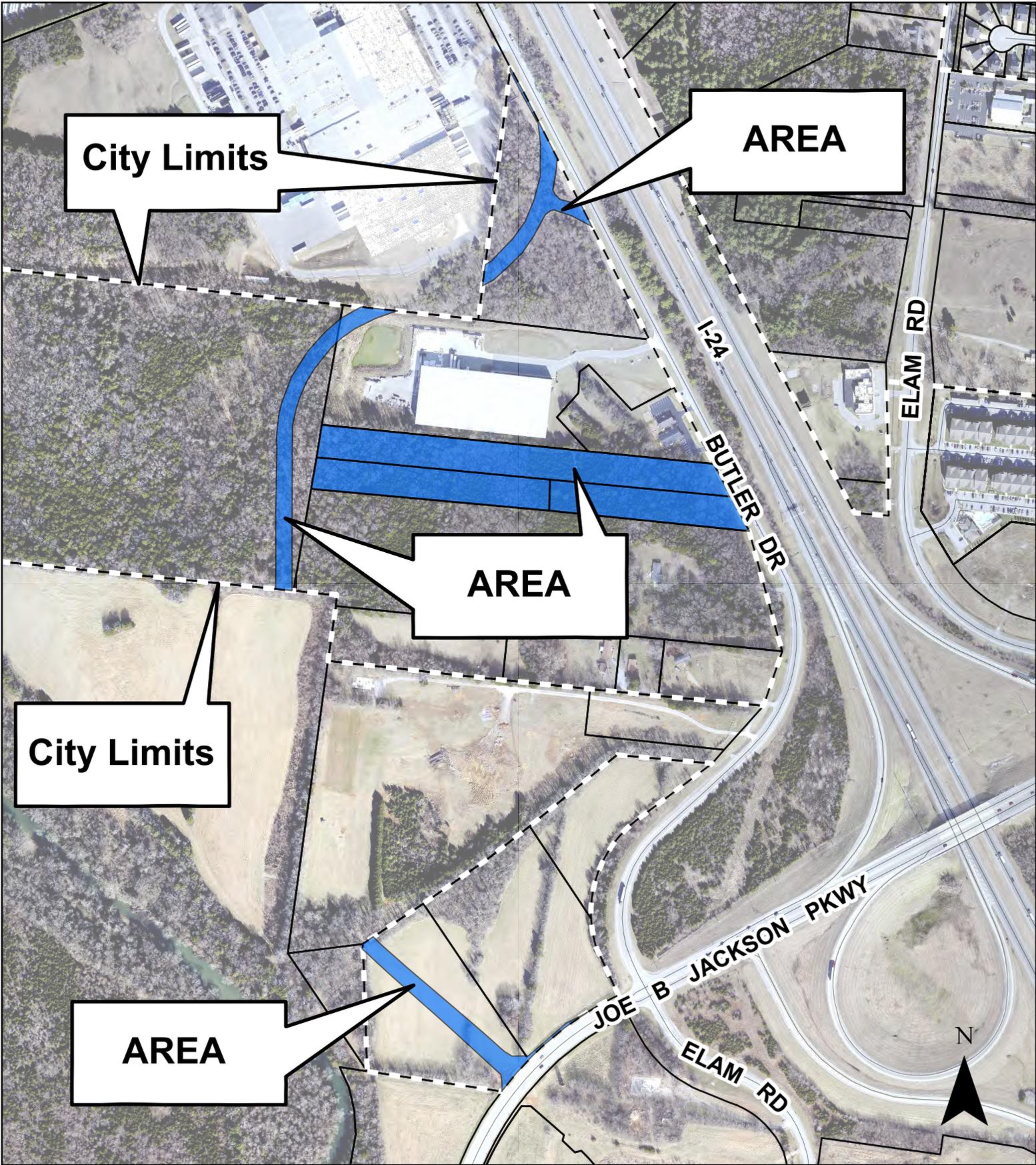
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.



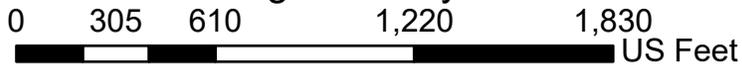
Annexation request for property along
Butler Drive and for future Butler Drive
Right-of-Way



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



Annexation request for property along
Butler Drive and for future Butler Drive
Right-of-Way



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. Eric M. Dill
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: Owner Date: 3/13/2024
2441-Q Old Fort Parkway, Box 461, Murfreesboro, TN 37128
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: Eric M. Dill Status: _____ Date: 3/13/24
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

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. Dill Property Holdings, LLC
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: [Signature] Status: _____ Date: 4.10.24
2441-Q Old Fort Pkwy #461 Murfreesboro TN 37128
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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 1, 2024

6:00 PM

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Ben Newman, Dir. Of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
John Tully, 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 Comment portion of the agenda.

4. Approve minutes of the April 17, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the April 17, 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
Bryan Prince
Chase Salas

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 1, 2024**

Shawn Wright

Nay: None

5. Public Hearings and Recommendations to Council

Annexation petition and plan of services [2024-504] for approximately 8.54 acres located on Butler Drive and 5.87 acres of right-of-way for future Butler Drive, Eric Dill and City of Murfreesboro Administration applicants. Mr. Richard Donovan

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

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

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

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

Nay: None

Zoning application [2024-405] for approximately 8.54 acres located on Butler Drive to be zoned to L-I (Light Industrial) simultaneous with annexation, Eric Dill applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy

RESOLUTION 24-R-PS-16 to adopt a Plan of Services for approximately 8.54 acres located on Butler Drive and 5.87 acres of right-of-way for future Butler Drive, Eric Dill and City of Murfreesboro Administration, applicants [2024-504].

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 May 1, 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 June 20, 2024, as set by the City Manager, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on June 4, 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-16**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Resolution 24-R-PS-16

City Limits

Area to be annexed

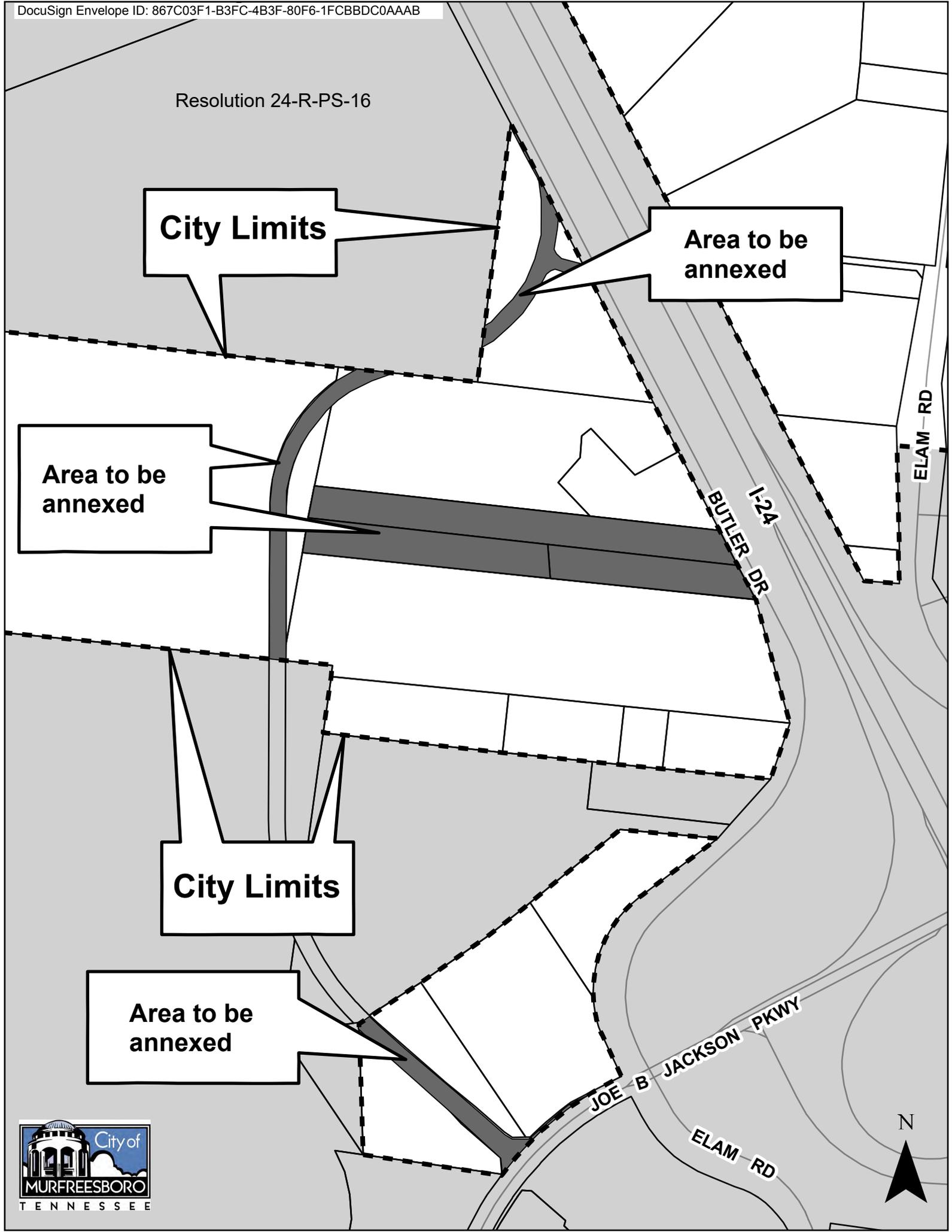
Area to be annexed

City Limits

Area to be annexed



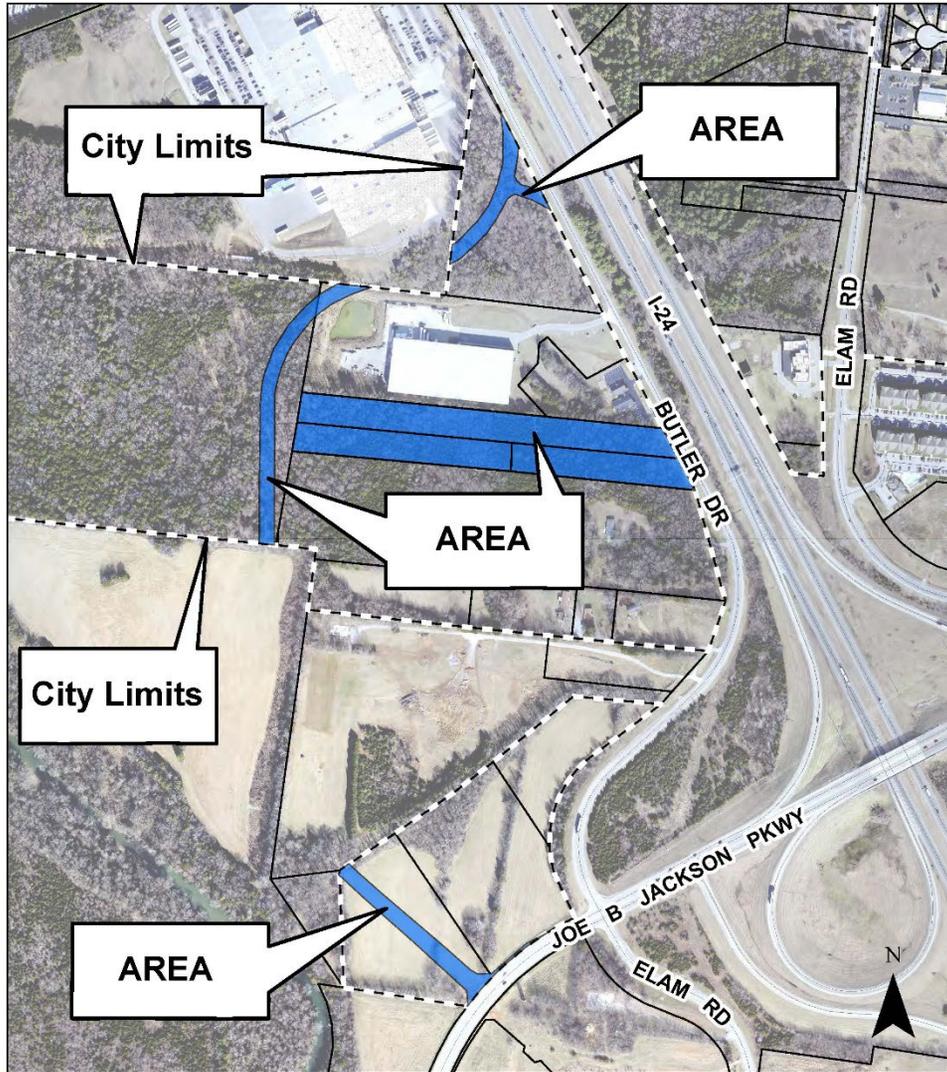
N



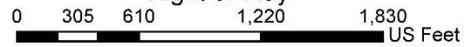
**ANNEXATION REPORT FOR PROPERTY
LOCATED ALONG BUTLER DRIVE AND
FUTURE BUTLER DRIVE RIGHT-OF-WAY
INCLUDING PLAN OF SERVICES
(FILE 2024-504)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
May 1, 2024**



Annexation request for property along
Butler Drive and for future Butler Drive
Right-of-Way



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

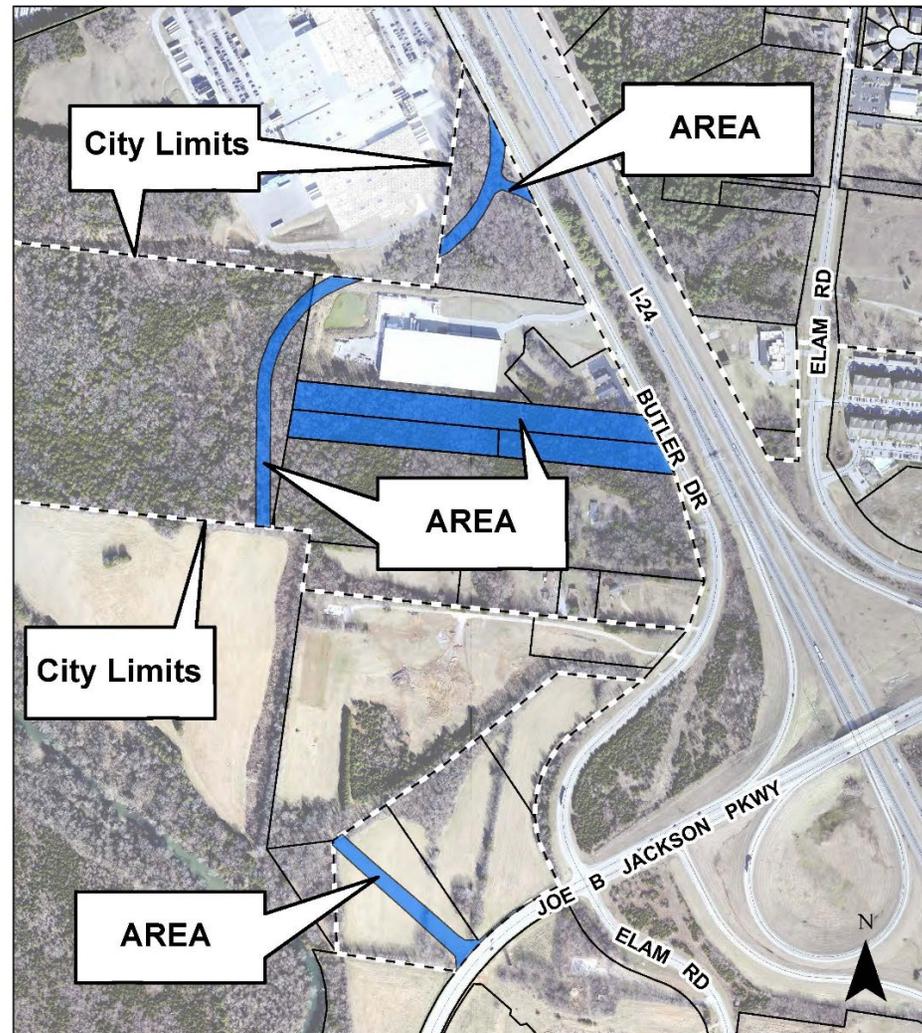
INTRODUCTION

OVERVIEW

The property owner, Eric Dill, submitted a petition requesting his property be annexed into the City of Murfreesboro. The property is 8.54 acres and is located along the west side of Butler Drive. In addition, included in the annexation study area is approximately 2,492 linear feet of future Butler Drive right-of-way (ROW) (or approximately 5.87 acres). The total annexation study area is approximately 14.41 acres. The annexation study area includes the following properties:

- Tax Map 125, Parcel 14.01 (2.54 acres)
- Tax Map 126, Parcel 42.00 (4.14 acres)
- Tax Map 126, Parcel 43.00 (1.97 acres)
- Future Butler Drive Right-of-Way (5.87 acres)

The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern and western boundaries, as depicted on the adjacent map.



Annexation request for property along
Butler Drive and for future Butler Drive
Right-of-Way

0 305 610 1,220 1,830
US Feet

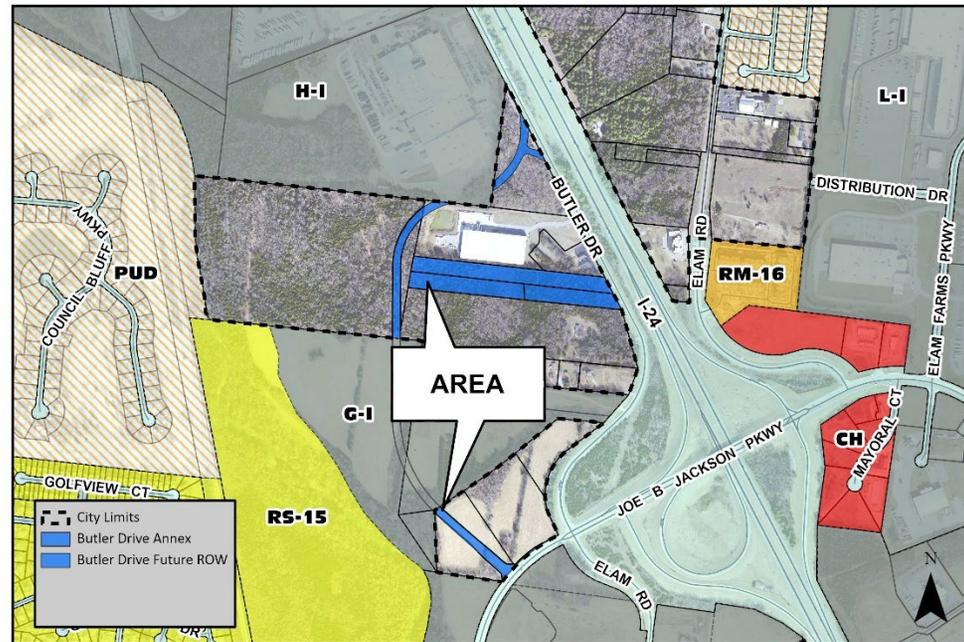
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

SURROUNDING ZONING

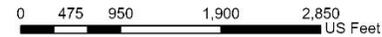
The properties surrounding the annexation study area have a variety of zoning. The portion along the north is zoned Light Industrial (IL), the west is zoned Medium Density Residential (RM), and the south is zoned Employment and Activity Center (EAC) in unincorporated Rutherford County. Along the east side of the property is current Butler Drive and Interstate 24 right-of-way. Property in the City to the north is Heavy Industrial (H-I), to the south General Industrial (G-I), and to the west PUD.

Land further to the southeast is zoned Commercial Highway (CH).

The annexation area has a companion zoning application for Light Industrial (L-I).



Annexation request for property along Butler Drive and for future Butler Drive Right-of-Way

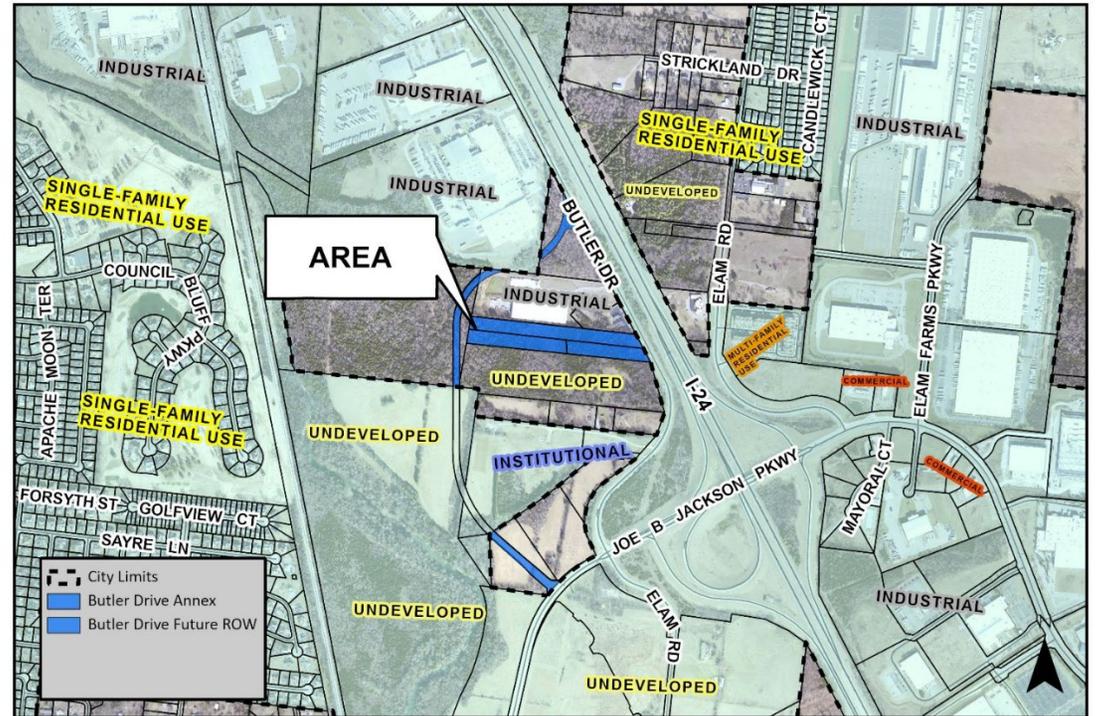


Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov

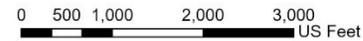
SURROUNDING LAND USE

The area being considered for annexation consists of three parcels, totaling 8.54 acres, and three sections of future right-of-way of Butler Drive, totaling approximately 5.87 acres. The total annexation area is approximately 14.41 acres. The subject parcels are currently vacant.

The area surrounding the parcel is characterized by Kenny Pipe & Supply and a day care to the north, rights-of-way of Butler Drive and Interstate 24 to the east, undeveloped and large lots with single-family residential uses to the south, and vacant land to the west.



Annexation request for property along Butler Drive and for future Butler Drive Right-of-Way



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

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 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. 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 | Tax Map and Parcel | Acres | Land Value | Improvements Value | Total Assessment | Estimated City Taxes |
|------------------------|---------------------------|--------------|-------------------|---------------------------|-------------------------|-----------------------------|
| Eric Dill | 125-014.01 | 2.54 | \$102,200 | \$0 | \$25,550 | 243.39 |
| Dill Holdings, LLC. | 126-042.00 | 4.14 | \$72,300 | \$0 | \$18,075 | \$172.18 |
| Eric Dill | 126-043.00 | 1.97 | \$75,600 | \$0 | \$18,900 | \$180.04 |

These figures are for the properties in their 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 and the assessment rate will increase to 40%, which will result in an increase to the City and County taxes.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the study area immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 7.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing electrical infrastructure along existing Butler Drive with the capacity to serve any proposed development. Any new electrical infrastructure installed will be required to adhere to MTE standards. MTE will not provide electrical facilities along future Butler Drive right-of-way until easements are provided by land owners.

STREET LIGHTING

Street lighting maintained by MTE exists along the west side of Butler Drive, along the property frontage. Street lights will be installed along the realigned portion of Butler Drive as development occurs. The developer will be required to install

streetlights within the development for any proposed public streets.

SOLID WASTE COLLECTION

In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as an industrial use, however, the owner/developer will be required to arrange solid waste collection via a private hauler.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees. Since the zoning would not include any residential dwelling, this would have no impact on Parks and Recreation.

CITY SCHOOLS

The Murfreesboro City Schools (MCS) system serves grades kindergarten through sixth and is offered to students who reside within the City of Murfreesboro. Currently the annexation study area is vacant. The property is located outside the Black Fox Elementary school zone and would become part of this school's zoned area if annexed. Since the zoning would not include any residential dwellings, this would have no impact on the school or the school system as a whole.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area has access to existing Butler Drive. Approximately 5.87 acres of future realigned Butler Drive right-of-way is included in the study area. Realigned Butler Drive is currently being constructed by the City as a 3-lane curb and gutter section with sidewalks on both sides of the roadway. Access to public roadway systems is available through existing Butler Drive. Any new connections to either existing Butler Drive or realigned Butler Drive must be approved by the City Engineer.

This property is affected by the Major Transportation Plan. This includes realignment of Butler Drive. The applicant will be required to participate in those improvements and dedicate right-of-way as needed. Any future public roadway facilities to serve the study area must be constructed to City standards.

No additional public roadways are included in the study area.

REGIONAL TRAFFIC & TRANSPORTATION

The study area is currently served by Butler Drive as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Butler Drive to be operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Butler Drive operates at a level of service of B in the study area without the proposed improvements recommended in the 2040 MTP.

SANITARY SEWER SERVICE

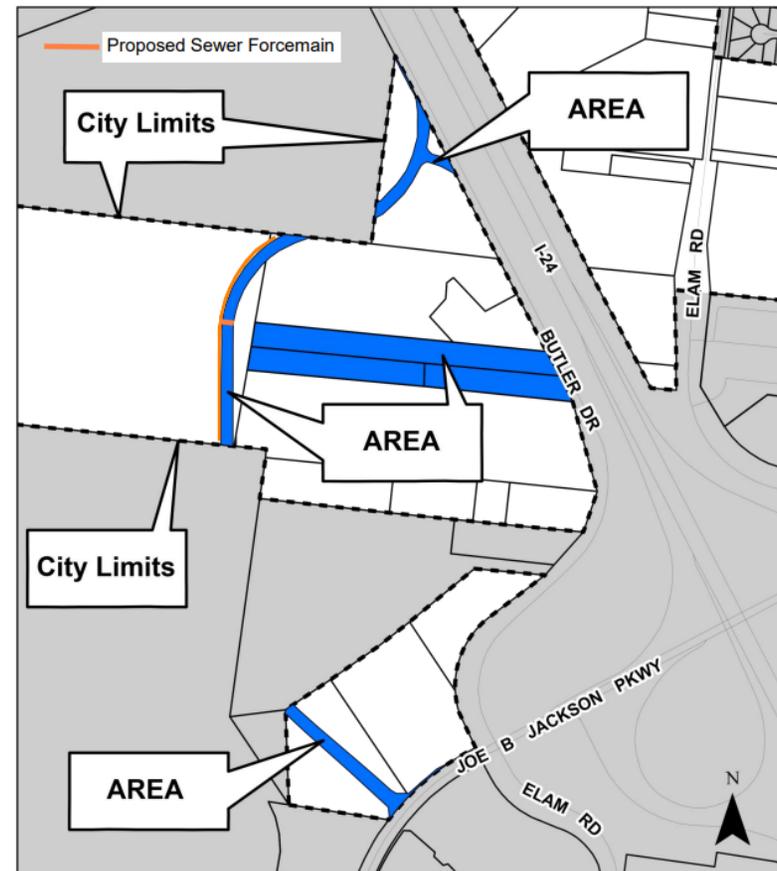
The properties requesting annexation will be served by a proposed 6" sewer forcemain, along the new Realigned Butler Drive being constructed by the City's roadway contractor, Moody Excavating. The sewer forcemain has not been installed currently. These properties requesting annexation will not have access to this sewer forcemain due to a remnant piece of property, between the eastern roadway right-of-way and the requesting property. The development of the property will either require off-site sewer easement and the installation of a STEP tank by the developer to connect to sewer or the installation of an individual septic system.

The Water Resources Board requested staff to investigate creating a sanitary sewer assessment district to recoup the cost of the sewer forcemain extension. This assessment fee is estimated at \$3,000 per acre in addition to the standard and customary sewer connection fee of \$2,550 per single family unit (sfu) or equivalent.

With regard to the Sewer Allocation Ordinance (SAO), it was determined that with the size of the property (8.54 acres) and the companion zoning of Light Industrial, the allotted number of sfu's will be 34.16 or 8,882 gallons per day. Depending on the type of development and the anticipated sewer

flow produced, the applicant may be required to request a variance.

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



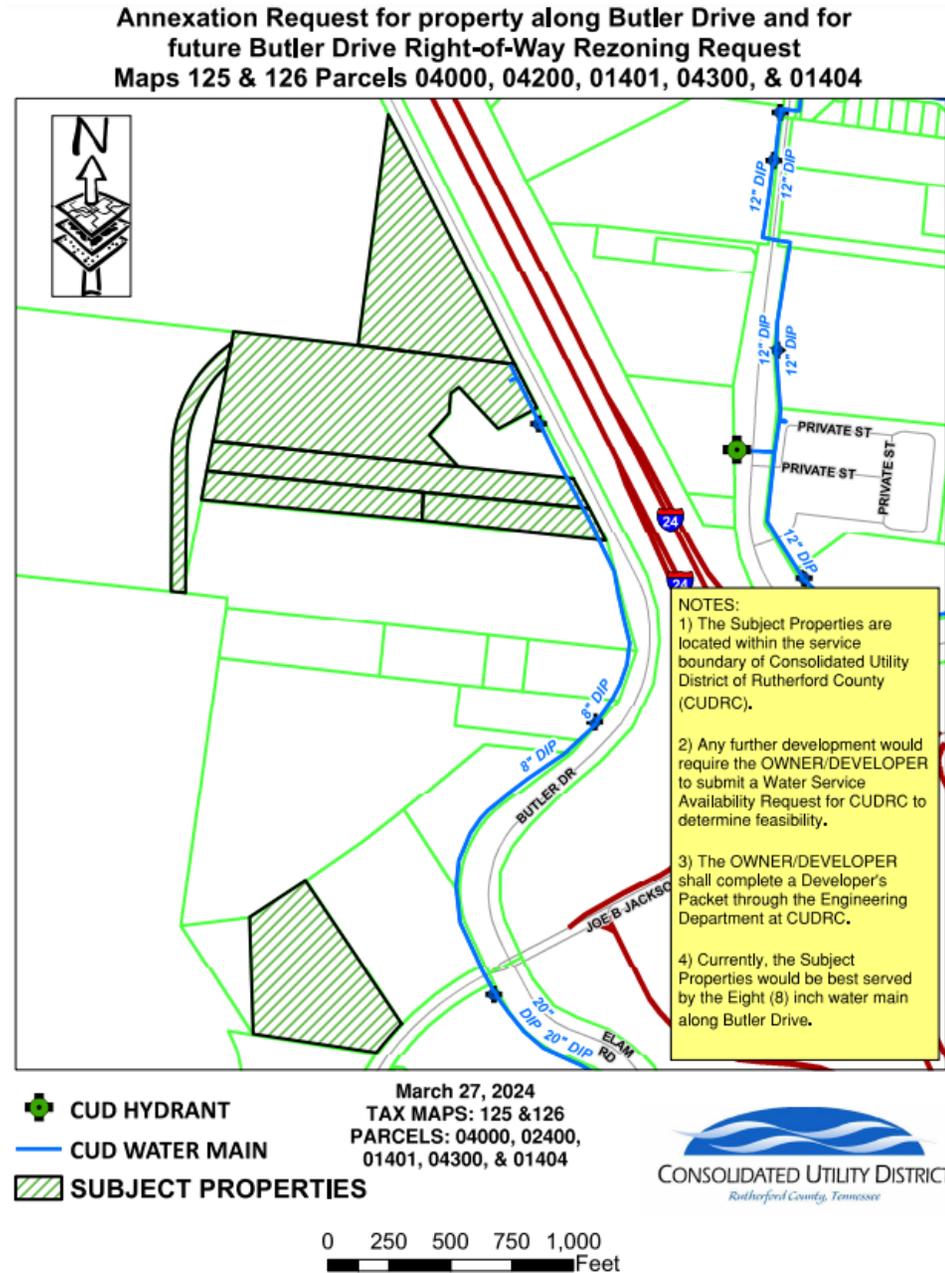
Annexation along Butler Drive
Proposed Sewer Service

0 305 610 1,220 1,830
US Feet

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County’s (CUDRC) service area. A 8-inch ductile iron water main (DIP) is located along current Butler Drive, as depicted on the map to the right.

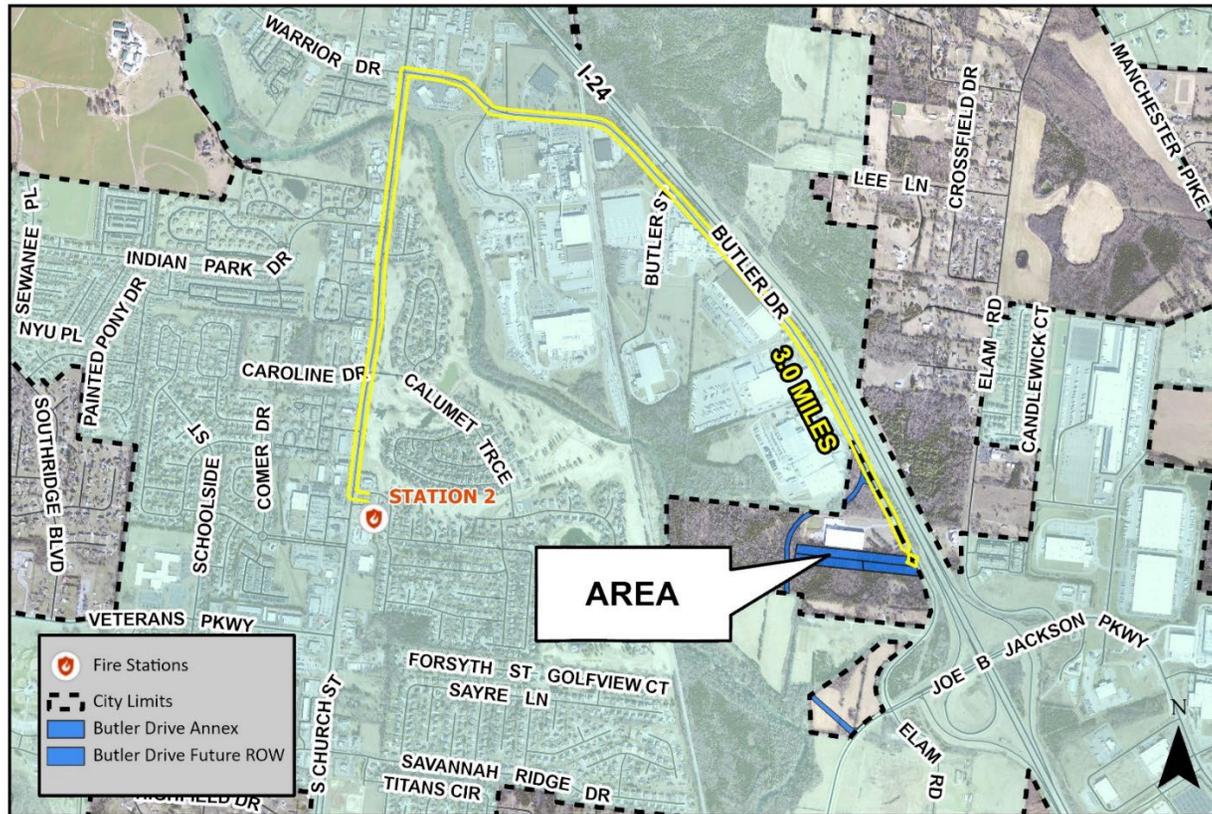
Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC’s Developer Packet through CUDRC’s Engineering Department prior to entering the construction phase. Any new water line development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



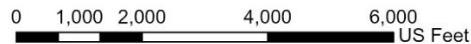
FIRE AND EMERGENCY SERVICE

The study area contains vacant land. 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 1.4 miles from Fire Station #2 (2880 Runnymede Drive). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



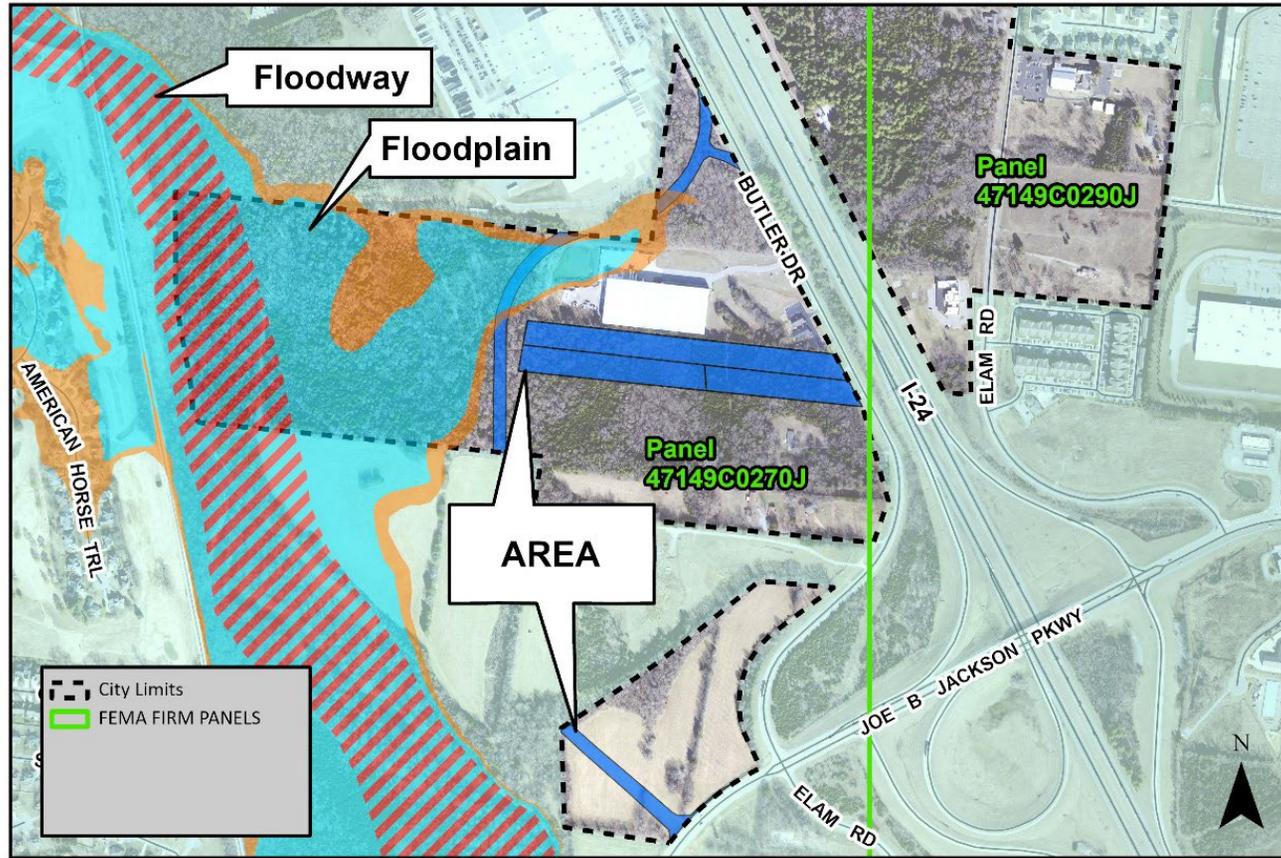
Annexation request for property along
Butler Drive and for future Butler Drive Right-of-Way



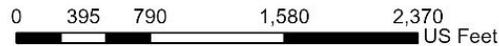
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

FLOODWAY

A portion of the study area is located within the 100-year floodplain but none of the study area is within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



Annexation request for property along
Butler Drive and for future Butler Drive Right-of-Way



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

DRAINAGE

Public Drainage System

The drainage systems along and within the roadway of Butler Drive are included in the study area and the properties have access to these drainage systems.

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 Conditions

The study area drains to closed depressions located within the study area.

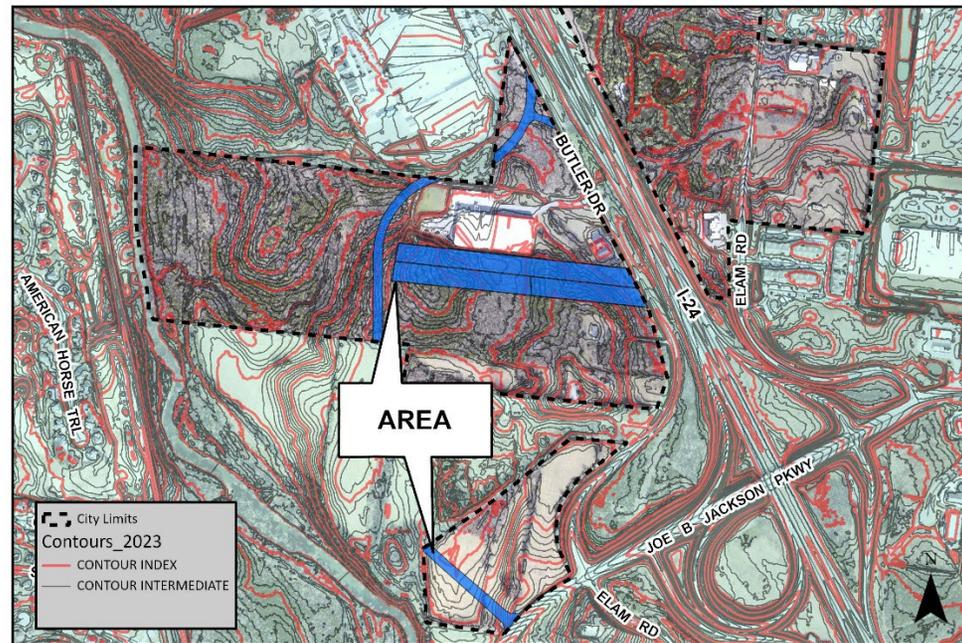
Stormwater Management and Utility Fees

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 is currently vacant and will not generate annual revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of Light Industrial (LI). Based on this development scenario, it is anticipated that the site will generate approximately \$1,500 in revenue per

year into the Stormwater Utility Fund upon full buildout.

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



Annexation request for property along
Butler Drive and for future Butler Drive Right-of-Way

0 395 790 1,580 2,370
US Feet

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

PROPERTY AND DEVELOPMENT

Stormwater management plans must comply with the City's stormwater quality requirements.

Improvements to and ROW and easement dedication for Butler Drive should be incorporated in the development plans.

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-16 to annex approximately 8.54 acres located on Butler Drive and 5.87 acres of right-of-way for future Butler Drive, (Tax Map 125, Parcel 14.01 [2.54 acres], Tax Map 126, Parcel 42.00 [4.14 acres], Tax Map 126, Parcel 43.00 [1.97 acres], and Future Butler Drive Right-of-Way [5.87 acres]), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Erin Dill and City of Murfreesboro Administration, applicants [2024-504].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 24-R-PS-16** on June 20, 2024; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on May 1, 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-16**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Resolution 24-R-A-16

City Limits

Area annexed

Area annexed

City Limits

Area annexed

ELAM RD

BUTLER DR
I-24

JOE B JACKSON PKWY

ELAM RD

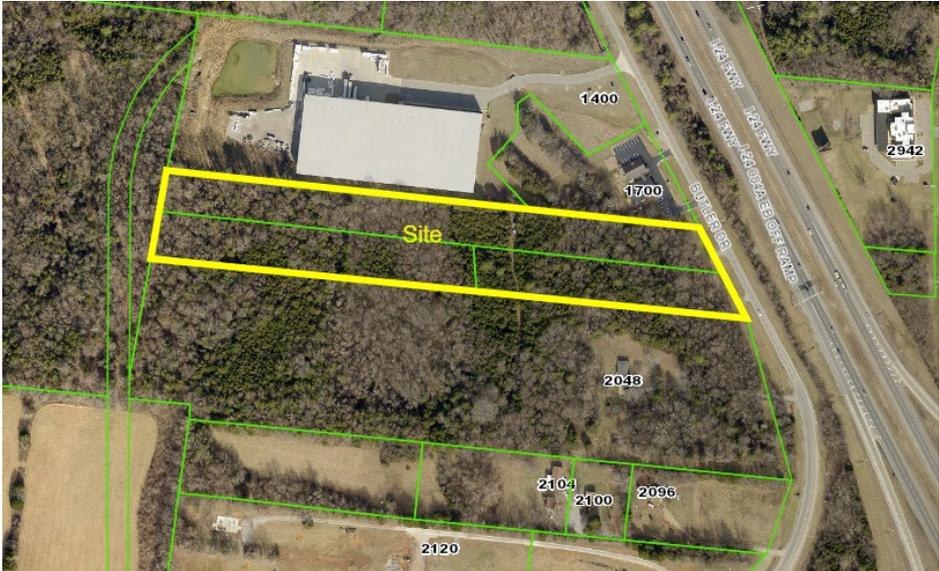
N



**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2024
PROJECT PLANNER: RICHARD DONOVAN**

5.b. Zoning application [2024-405] for approximately 8.54 acres located on Butler Drive to be zoned to L-I (Light Industrial) simultaneous with annexation, Eric Dill applicant.

The applicant, Eric Dill, is requesting to zone the subject property to Light-Industrial (L-I) simultaneous with the annexation of the property. The property is located along the western side of current Butler Drive. The property is currently vacant. The subject property is near the City’s realignment of Butler Drive. The City is completing right-of-way acquisition while beginning construction on the three-lane thoroughfare featuring curbs and gutters, accompanied by sidewalks on both sides. This project is anticipated to reach completion by 2025. The site is identified as Tax Map 125 Parcel 14.01 (2.54 acres) and Tax Map 126 Parcels 42.00 (4.14 acres) and 43.00 (1.97 acres) for a combined acreage of 8.54 acres.



Adjacent Land Use and Zoning

The property is currently zoned Medium-Density Residential (RM) in Rutherford County. The surrounding area consists of a mixture of zoning types and uses. The land to the north is zoned LI (Rutherford County). The land to the west is zoned RM (Rutherford County). The land to the south is zoned EAC - Employment and Activity Center (Rutherford County). The rights-of-way of Butler Drive and Interstate 24 lie to the east of the subject properties. Surrounding land uses include a mixture of large lot single-family residential, Kenny Pipe & Supply, a day-care, and vacant properties.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan*

indicates that “Business/Innovation” is the most appropriate land use character for the project area, as shown on the map below. The Business/Innovation land use category aims to promote the following characteristics and development types:

Characteristics:

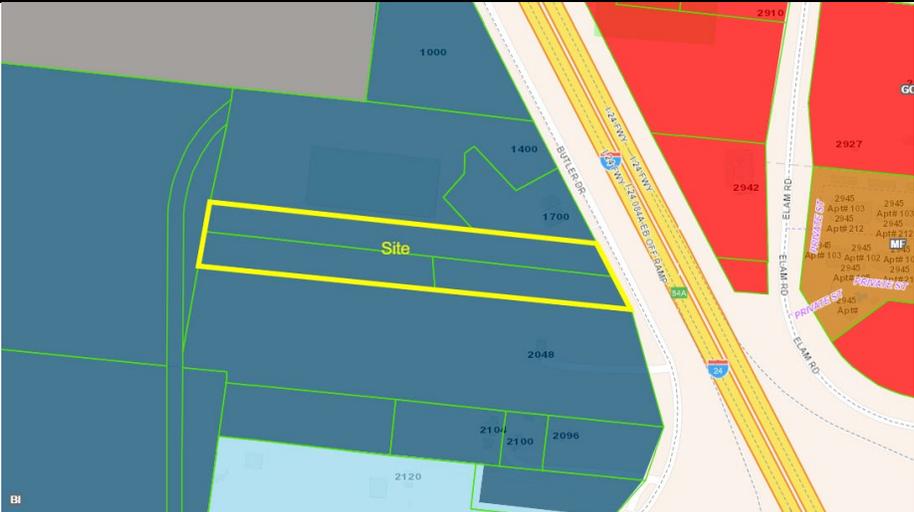
- Development that strengthens the City’s economic base and provides proximate linkages between a diversity of employment-generating industrial or manufacturing development, may include mid-rise and high-rise buildings.
- Development that creates an active street life, enhances the vitality of businesses,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

Development Types:

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

L-I zoning is consistent with the Business/Innovation land use designation and allows a variety of industrial and commercial uses by right.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



L-I, LIGHT INDUSTRIAL DISTRICT

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

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

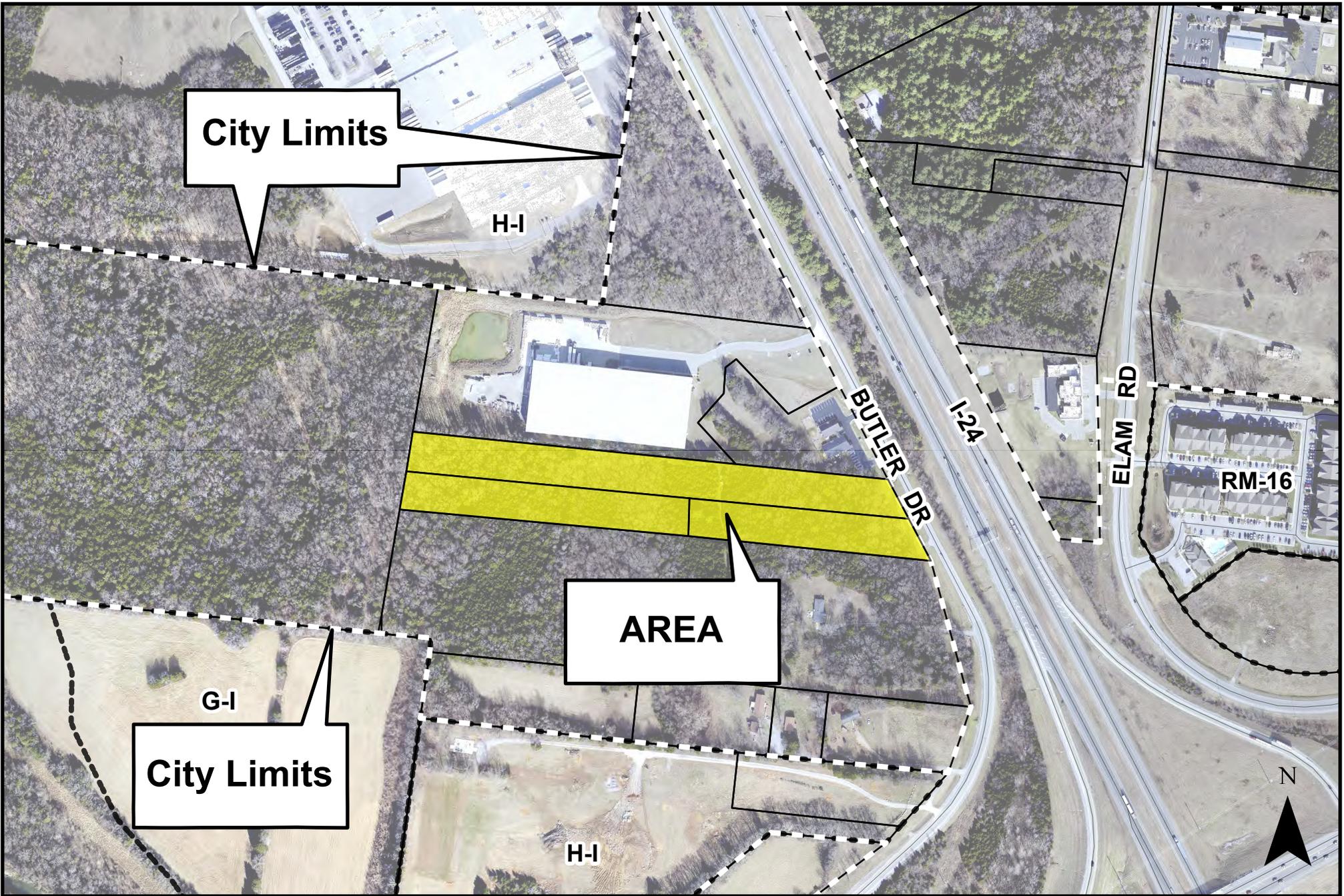
Staff recommendation:

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

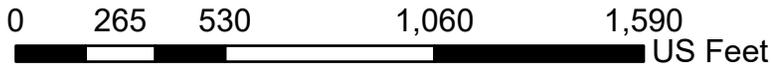
- 1) L-I zoning is consistent with the existing industrial zoning in the area.
- 2) L-I zoning is consistent with the Business/Innovation land use designation.

Action Needed:

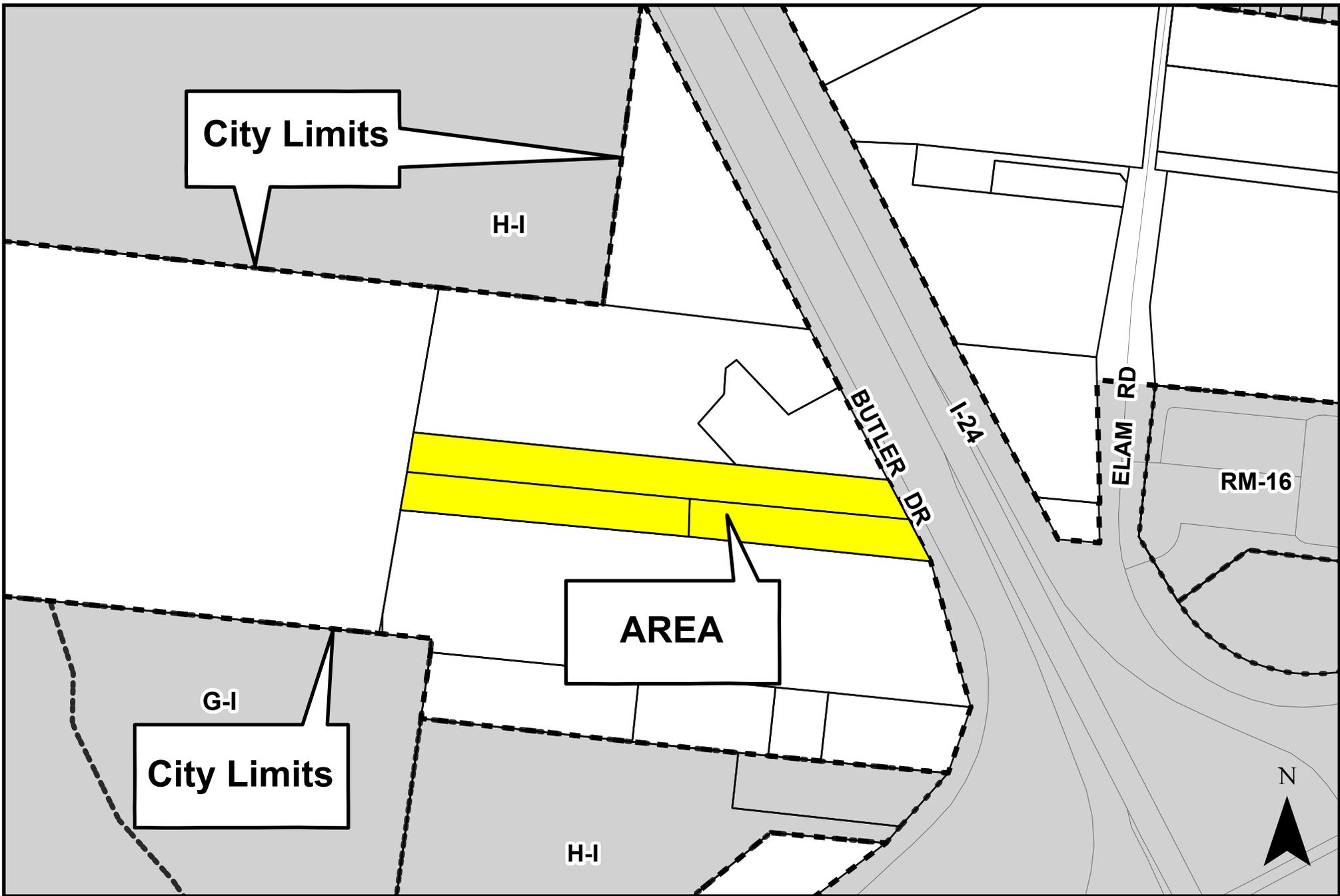
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.



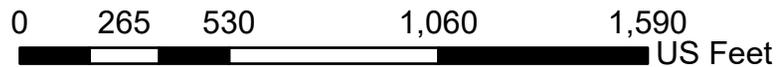
Zoning request for property along Butler Drive
 L-I simultaneous with annexation



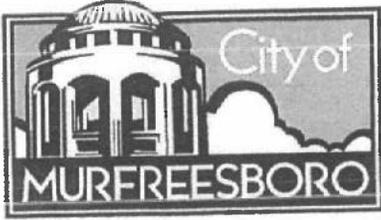
Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning request for property along Butler Drive
L-I simultaneous with annexation



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



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

T E N N E S S E E

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: Dill Contracting and Properties, Inc./Eric M. Dill

Address: 2441-Q Old Fort Parkway, Box 461 **City/State/Zip:** Murfreesboro, TN 37128

Phone: 615-631-5775 **E-mail address:** dbradford@dillcontractingusa.com

PROPERTY OWNER: Eric M. Dill

Street Address or property description: 3 Tracts Being Combined on Butler Drive

and/or Tax map #: 1) 126 2) 126 3) 125 **Group:** 1) 042.00 2) 043.00 3) 014.01 **Parcel (s):** _____

Existing zoning classification: RM

Proposed zoning classification: Light Industrial **Acreage:** 8.54

Contact name & phone number for publication and notifications to the public (if different from the applicant): Dane Bradford - (615) 631-5775

E-mail: dbradford@dillcontractingusa.com

APPLICANT'S SIGNATURE (required): *Eric M. Dill*

DATE: 03/13/2024

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

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

Amount paid: _____ **Receipt #:** _____

APPENDIX A - ZONING

CHART 1. USES PERMITTED BY ZONING DISTRICT.

Revised January 25, 2024

Chart 1.
Page 1 of 8

| USES PERMITTED ³ | ZONING DISTRICTS | | | | | | | | | | | | | | OVERLAY | | | | | | | | | | | | | |
|---|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | RS 15 | RS 12 | RS 10 | RS 8 | RS 6 | RS 4 | RD | RM 12 | RM 16 | RS-A | RMO | OG R | OG | CL | | CF ¹⁴ | CH | MU | CBD | HI | GI | L | CM-RS-8 | CM-R | CM | CU | P | |
| DWELLINGS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Single-Family detached | X | X | X | X | X | X | X | X | X ²⁷ | | | | | | | | | | | | | | X | X | X | X | | |
| Single-Family attached or detached, zero-lot line (max. 2 units attached) ²³ | | | | | | | | | X ²⁴ | | | | | | | | | | | | | | X | X | X | X | | |
| Single-Family attached, townhouse ^{25, 26, 28} | | | | | | | | | X | | | | | | | | | | | | | | X | X | X | X | | |
| Two-Family | | | | | | | | | X | | | | | | | | | | | | | | X | X | X | X | | |
| Three-Family | | | | | | | | | X | | | | | | | | | | | | | | X | X | X | X | | |
| Four-Family | | | | | | | | | X | | | | | | | | | | | | | | X | X | X | X | | |
| Multiple-Family | | | | | | | | | X ²¹ X ²¹ | | | | | | | | | | | | | | X | X | X | X | | |
| OTHER HOUSING | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Accessory Apartment ⁸ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | S ⁹ | | | | | | | | | | | | | | | | | | | |
| Accessory Dwelling Unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assisted-Care Living Facility ¹⁵ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bed-and-Breakfast Homestay | S | S | S | S | S | S | S | S | S | | | | | | | | | | | | | | | | | | | |
| Bed-and-Breakfast Inn | S | S | S | S | S | S | S | S | S | | | | | | | | | | | | | | | | | | | |
| Boarding House ¹⁵ | S | S | S | S | S | S | S | S | S | | | | | | | | | | | | | | | | | | | |
| Class I Home for the Aged ¹⁵ | S | S | S | S | S | S | S | S | S | | | | | | | | | | | | | | | | | | | |
| Class II Home for the Aged ¹⁵ | S | S | S | S | S | S | S | S | S | | | | | | | | | | | | | | | | | | | |
| Class III Home for the Aged ¹⁵ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Emergency Shelter | X | X | X | X | X | X | X | X | X | | | | | | | | | | | | | | | | | | | |
| Extended Stay Hotel/Motel | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Family Crisis Shelter | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Family Violence Shelter | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fraternity/Sorority | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Group Shelter | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hotel | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Home Occupations ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | S ¹¹ | |
| Mission | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobile Homes | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Motel | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rooming House | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Student Dormitory | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transitional Home | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

X = Use permitted by right.
 S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.
 N = Not Allowed, if N* = Not Allowed if > 3,000 sf

APPENDIX A - ZONING

Revised January 25, 2024

Chart 1
Page 4 of 8

| USES PERMITTED ³ | ZONING DISTRICTS | | | | | | | | | | | | | | OVERLAY | | | | | | | | | | | | | | |
|--|------------------|-------|-------|------|------|------|----|-------|-------|------|-----|------|----|----|-----------------|----|----|-----|----|----|----|---------|------|----|----|---|----|--|--|
| | RS 15 | RS 12 | RS 10 | RS 8 | RS 6 | RS 4 | RD | RM 12 | RM 16 | RS-A | RMO | OG-R | OG | CL | CF ⁴ | CH | MU | CBD | HI | GI | LI | CM-RS-8 | CM-R | CM | CU | P | OO | | |
| Catering Establishment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cigar Lounge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clothing Store | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coffee, Food, or Beverage Kiosk | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Commercial Center (≤25,000 SF) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convenience Store, ≤5,000 SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convenience Store > 5,000 SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Crematory | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Data Center ≤15,000 SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Department or Discount Store | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Distillery, Artisan ^{2b} | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Drive-In Theater | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dry Cleaner ≤3,000 SF (No On-Site Cleaning) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Financial Service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fireworks Public Display | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fireworks Retailer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fireworks Seasonal Retailer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fitness/Health Club Facility >5,000 SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fitness studio/ personal instruction ≤5,000 SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Flower or Plant Store | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Funeral Home | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Garden and Lawn Supplies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Gas-Liquified Petroleum, Bottled and Bulk | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Gasoline Sales | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| General Service and Repair Shop | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Glass--Auto, Plate, and Window | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Glass--Stained and Leaded | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Greenhouse or Nursery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grocery Store | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Group Assembly, <250 persons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Group Assembly, >250 persons | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ice Kiosk, Automated | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interior Decorator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Iron Work | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Janitorial Service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kennels | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Keys, Locksmith | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

X = Use permitted by right.
 S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.
 N = Not Allowed, if N* = Not Allowed if > 3,000 sf

APPENDIX A - ZONING

Revised January 25, 2024

Chart 1
Page 5 of 8

| USES PERMITTED ³ | ZONING DISTRICTS | | | | | | | | | | | | | | OVERLAY | | | | | | | | | | | | |
|---|------------------|-------|-------|------|------|------|----|-------|-------|------|-----|----|----|----|------------------|----|----|-----|----|----|----|---------|------|----|----|---|----|
| | RS 15 | RS 12 | RS 10 | RS 8 | RS 6 | RS 4 | RD | RM 12 | RM 16 | RS-A | RMO | OR | OG | CL | CF ¹⁴ | CH | MU | CBD | HI | GI | LI | CM-RS-8 | CM-R | CM | CU | P | OO |
| Laboratories, Medical | | | | | | | | | | | | X | | | X | X | X | | | | | X | X | X | | | |
| Laboratories, Testing | | | | | | | | | | | | X | | | X | X | X | | | | | | | | | | |
| Laundries, Self-Service | | | | | | | | | | | | X | | | X | X | X | | | | | | | | | | |
| Lawn, Tree, and Garden Service | | | | | | | | | | | | X | | | X | X | X | | | | | | | | | | |
| Liquor Store | | | | | | | | | | | | X | | | X | X | X | | | | | | | | | | |
| Livestock Auction | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Lumber, Building Material | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Manufactured Home Sales | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Massage Parlor | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Motor Vehicle: Sales, Rental (Automobiles) ³ | | | | | | | | | | | | | | | | S | S | | | | | | | | | | N |
| Motor Vehicle: Sales, Rental (Other Than Automobiles) ³ | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Motor Vehicle: Sales, Rental, Repair (Medium & Heavy Duty Commercial Vehicles) ³ | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Movie Theater | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | |
| Music or Dancing Academy | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | |
| Offices | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | |
| Optical Dispensaries | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | |
| Parking Structure | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | |
| Pawn Shop | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Payday Loan, Title Loan, or Check-Cashing Service | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Personal Service Establishment | | | | | | | | | | | | | X | | X | X | X | | | | | | | | | | N |
| Pet Crematory | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Pet Funeral Home | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | N |
| Pet Shops | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | |
| Pharmacies, Apothecaries | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | |
| Plasma Donation Center | | | | | | | | | | | | | | | X | X | X | | | | | | | | | | |
| Radio, TV, or Recording Studio | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Radio and Television Transmission Towers | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Rap Parlor | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Restaurant and Carry-Out Restaurant | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Restaurant, Drive-In | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Restaurant, Specialty | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Restaurant, Specialty-Limited | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Retail Shop, firearms | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Retail Shop, other than enumerated elsewhere | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Retail Shop, Tobacco, Vape, Dispensary ³¹ | | | | | | | | | | | | | | | | | | | | | | | | | | | N |
| Salvage and Surplus Merchandise | | | | | | | | | | | | | | | | | | | | | | | | | | | N |

X = Use permitted by right.
 S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.
 N = Not Allowed, if N* = Not Allowed if > 3,000 sf

APPENDIX A - ZONING

Revised January 25, 2024

Chart 1
Page 6 of 8

| USES PERMITTED ³ | ZONING DISTRICTS | | | | | | | | | | | | | | OVERLAY | | | | | | | | | | | | | | |
|--|------------------|-------|-------|------|------|------|----|-------|-------|------|-----|------|----|----|------------------|----|----|-----|----|----|---|---------|------|----|----|---|----|--|--|
| | RS 15 | RS 12 | RS 10 | RS 8 | RS 6 | RS 4 | RD | RM 12 | RM 16 | RS-A | RMO | OG R | OG | CL | CL ¹⁴ | CH | MU | CBD | HI | GI | L | CM-RS-8 | CM-R | CM | CU | P | OO | | |
| Sauna | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Self-Service Storage Facility ¹⁶ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sheet Metal Shop | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shopping Center, Community (150-300K SF) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shopping Center, Neighborhood (25-150K SF) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shopping Center, Regional (>300,000 SF) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Specialty Shop | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tavern | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Taxidermy Studio | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Veterinary Clinic | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Veterinary Hospital | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Veterinary Office | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle Wash | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wholesaling, Wholesale Establishments | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Winery, Artisan ²⁹ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wireless Telecommunications Towers, Antennas ¹⁷ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wrecker/Towing Service, Wrecker Storage Yard ¹² | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INDUSTRIAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Manufacture, Storage, Distribution of: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Abrasive Products | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Asbestos Products | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobile Dismantlers and Recyclers ^{7 & 12} | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobile Manufacture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobile Parts and Components Manufacture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobile Seats Manufacture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bakery Goods, Candy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Boat Manufacture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bottling Works | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Brewery ²⁰ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Canned Goods | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chemicals | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Composting Facility | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor's Storage, Indoor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor's Yard or Storage, Outdoor ³² | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor's/Construction Equipment: Sales, Rental, Repair ³² | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cosmetics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Custom Wood Products | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

X = Use permitted by right.
 S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.
 N = Not Allowed, if N* = Not Allowed if > 3,000 sf

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 1, 2024

6:00 PM

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Ben Newman, Dir. Of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
John Tully, 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 Comment portion of the agenda.

4. Approve minutes of the April 17, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the April 17, 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
Bryan Prince
Chase Salas

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 1, 2024**

Shawn Wright

Nay: None

5. Public Hearings and Recommendations to Council

Annexation petition and plan of services [2024-504] for approximately 8.54 acres located on Butler Drive and 5.87 acres of right-of-way for future Butler Drive, Eric Dill and City of Murfreesboro Administration applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

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

Nay: None

Zoning application [2024-405] for approximately 8.54 acres located on Butler Drive to be zoned to L-I (Light Industrial) simultaneous with annexation, Eric Dill applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 1, 2024**

of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

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

Nay: None

6. Staff Reports and Other Business:

Mandatory Referral [2024-708] to consider the dedication of gas easements on City owned property located along Old Fort Parkway, Overall Street, and Walter Hale Court, Pond and Company on behalf of Atmos Energy applicant. Mr. Brad Barbee 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. Brad Barbee indicated that, in addition to the recommended conditions of approval contained in the Staff Comments, Staff also recommends that any approval include any temporary construction that may be needed by Atmos for this project.

ORDINANCE 24-OZ-16 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 8.54 acres located on Butler Drive as Light Industrial (L-I) District, simultaneous with annexation; Eric Dill, applicant [2024-405].

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 Light Industrial (L-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 24-OZ-16

H-I

City Limits

**Area zoned L-I
simultaneous with
annexation**

I-24

BUTLER DR

G-I

City Limits

H-I

RS-15



G-I

JOE B JACKSON PKWY

N



COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Sewer Allocation Variance- Warrior Drive – Avid Hotel

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 18 sfu’s for the proposed hotel.

Background Information

The Planning Department has conducted a due-diligence meeting with a developer for a proposed hotel to be located along the north side of Warrior Drive east of New Salem Highway. The property is zoned Commercial Highway (CH), which only allows 2.5 single family units (sfu) per acre.

The subject lot is ≈1.88 acres in size, allowing for only 4.7 sfu. The anticipated usage is approximately 22 sfu; therefore, the proposed hotel 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 hotel will create jobs within the community and provide the City and MWRD additional revenue. In addition, it will add to the lodging opportunities for the growing commercial area at the New Salem Highway interchange.

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
3. Memo from MWRD

June 7, 2024

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

RE: Avid Hotel Sewer Allocation Variance Request
Warrior Drive
Murfreesboro, Tennessee
SEC Project No. 20010

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the north side of Warrior Drive to the east of the intersection with New Salem Hwy. The property in question is approximately 1.88 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 1,222 gpd or 4.7 sfue. Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is 5,737 gpd or 22 sfue.

Given this information, JBL Partners requests a variance from the sewer allocation ordinance to grant an **additional 18 sfue** of sewer flow. The variance would allow JBL Partners to develop a 95 room hotel.

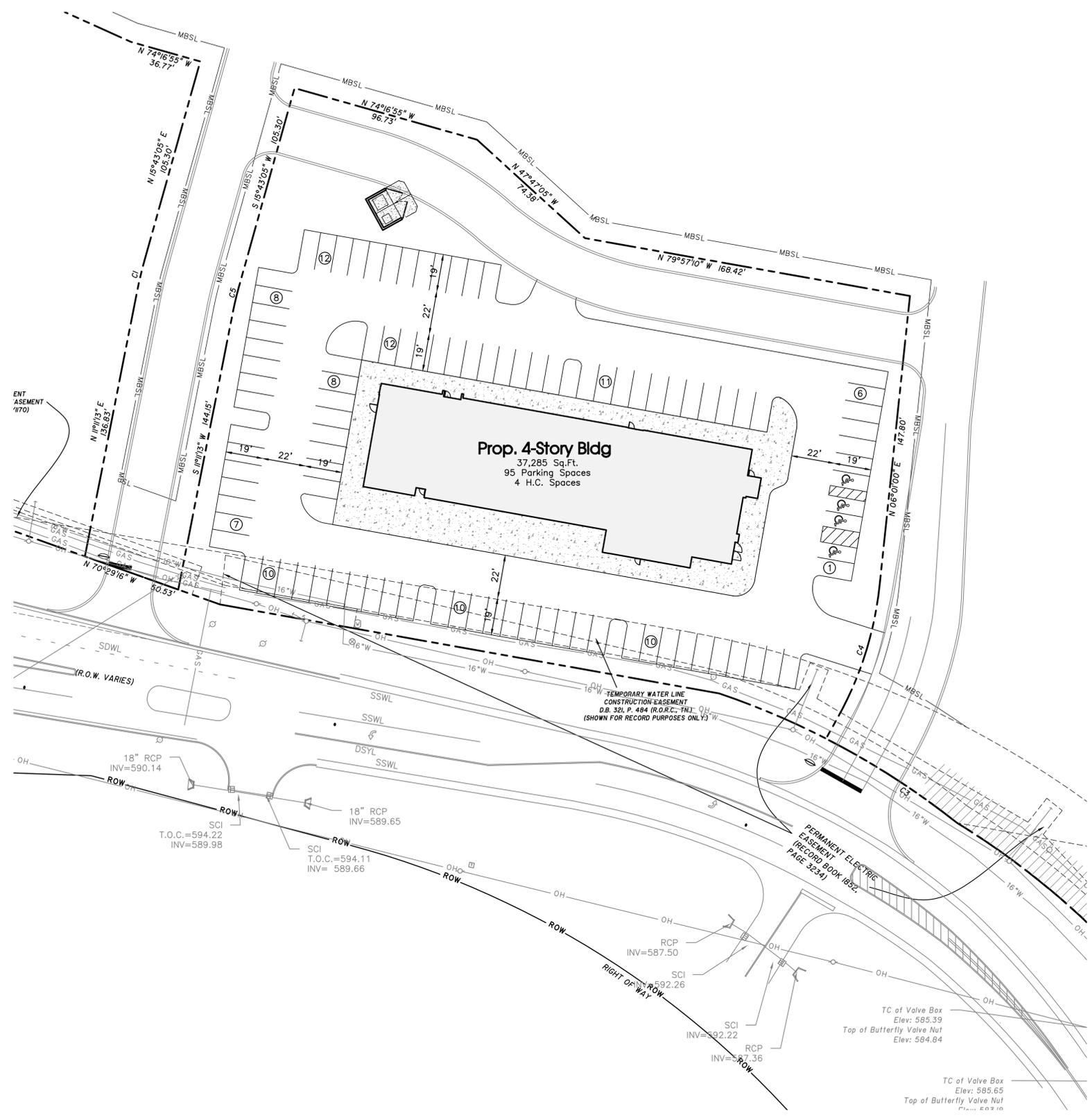
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased hotel, motel and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

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

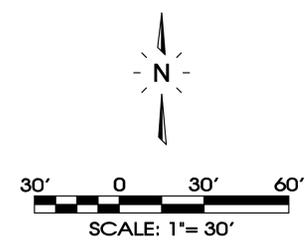
Sincerely,



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



| 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 | #1 | DRAINAGE STRUCTURE DESIGNATION |
| ⊕ | POST INDICATOR VALVE | A | DRAINAGE PIPE DESIGNATION |
| ⊕ | BLOW OFF VALVE | ⊗ | RIP RAP |
| ⊕ | REDUCER | → | RUNOFF FLOW ARROW |
| ⊕ | REMOTE FIRE DEPT. CONNECTION | □ | INLET FILTER PROTECTION |
| ⊕ | CONCRETE THRUST BLOCK | × | PROPOSED SPOT ELEVATION |
| ⊕ | DOUBLE DETECTOR CHECK VALVE (63.25) | × | 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 |
| — | 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 SS |
| — | PROPOSED SANITARY SEWER | — | SS SS |
| — | EXISTING WATER | — | W W |
| — | PROPOSED WATER | — | W W |



SEC, Inc.
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE
 850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
 NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.
 COPYRIGHT SEC, INC., 2023

Avid Hotel
 Murfreesboro, Tennessee

REVISIONS:
 DRAWN: PRN
 DATE: 1-15-2024
 CHECKED:
 MAT
 FILE NAME:
 20010-Concept30
 SCALE:
 1"=30'
 JOB NO.
 20010
 SHEET:
 1 of 1

PERMANENT ELECTRIC EASEMENT (RECORD BOOK 1692 PAGE 323A)
 18" RCP INV=590.14
 SCI T.O.C.=594.22 INV=589.98
 18" RCP INV=589.65
 SCI T.O.C.=594.11 INV=589.66
 RCP INV=587.50
 SCI INV=592.26
 RCP INV=587.36
 TC of Valve Box Elev: 585.39 Top of Butterfly Valve Nut Elev: 584.84
 TC of Valve Box Elev: 585.65 Top of Butterfly Valve Nut Elev: 584.10
 16" W TEMPORARY WATER LINE CONSTRUCTION EASEMENT (D.B. 321, P. 484 (R.O.R.C., T.N.) (SHOWN FOR RECORD PURPOSES ONLY) W



... creating a better quality of life

MEMORANDUM

DATE: June 10, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: AVID Hotel-Warrior Village
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 MF11A currently has capacity for 7836 connections. By committing sewer service to this development, staff has determined that Basin 11A's sewer connection capacity will be reduced by 22 connections, resulting in 7814 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 5,700 gallons per day (gpd) or 22 sfu's, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, 1.88 acres, the property is allowed 4.7 sfu's. Therefore, the development is requesting a variance of 18 sfu's.

The Salem Hwy. Interchange area 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: 06/20/2024

Item Title: Ordinance to Amend City Code Regarding Tennis and Pickleball Commission

Department: Parks and Recreation

Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Ordinance to Amend City Code Regarding Tennis and Pickleball Commission.

Staff Recommendation

Approve Ordinance 24-O-20.

Background Information

On August 10, 2023, Council approved by motion to administratively change the Tennis Commission name to Tennis and Pickleball Commission, and the Mayor appointed a pickleball representative to said commission. The proposed Ordinance amends City Code, Chapter 21.5, Parks and Recreation, Article III, Tennis Commission, to reflect the stipulations made by Council, including that the commission shall have at least one tennis representative and one pickleball representative serving on the commission at all times.

Council Priorities Served

Establish strong City brand

Aligning representation and designated advisory roles of Murfreesboro’s two major racquet sports within the Tennis and Pickleball Commission will ensure maximized benefits for residents of and visitors to Murfreesboro.

Fiscal Impact

None

Attachment

Ordinance 24-O-20

ORDINANCE 24-O-20 amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Article III. Tennis Commission, adding reference to pickleball.

WHEREAS, on August 10, 2023, City Council approved by motion to administratively change the name of the “Tennis Commission” to the “Tennis and Pickleball Commission” and Mayor Shane McFarland appointed Alan Cutler to represent pickleball on the Commission; and

WHEREAS, on August 17, 2023, Alan Cutler was introduced as a new member appointed to the Tennis Commission to represent the interests of the Murfreesboro pickleball community; and

WHEREAS, it is prudent to reflect these changes in the Murfreesboro City Code.

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

SECTION 1. Murfreesboro City Code, Article III, Tennis Commission, is hereby amended by replacing the title and all references to “Tennis Commission” with “Tennis and Pickleball Commission.”

SECTION 2. Murfreesboro City Code, Section 21.5-27, Tennis Commission created; composition; term; vacancies; compensation; removal, is hereby amended at subsection (A) by adding the following after the first sentence: “At least one member of the Tennis and Pickleball Commission shall represent tennis players and at least one member shall represent pickleball players.”

SECTION 3. Murfreesboro City Code, Section 21.5-28, Purpose, is hereby amended by adding the following to the end of the sentence: “and other City-owned and operated tennis and pickleball courts and facilities.”

SECTION 4. 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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Charter for Murfreesboro Sports Authority and Appointment of Authority Board

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Adoption of the statutorily required charter for Murfreesboro Sports Authority (MSA) and appointment of initial Authority Board.

Staff Recommendation

Pass and adopt the Authority’s Charter and approve Board appointments.

Background Information

In April 2024, Council approved of the application for create of the MSA. State statute requires the adoption of a charter for the Authority. The proposed MSA Charter follows the statutory requirements.

Additionally, upon approval of the MSA application individuals were identified to serve on the Authority Board. State statute requires specific staggering of the Board members’ initial terms. This ensures a degree of continuity in experience and knowledge of the Board in the future. The initial term of each Board member was recommended by use of an on-line random number generator.

The following Murfreesboro residents have agreed to serve on the Board with the recommended initial term of the prospective members:

- Pete Adams 2 years
- Andy Ezzelle 4 years
- Paul Latture 2 years
- Ben Parsley 6 years
- Mary Elam Polk 4 years
- Whit Turnbow 6 years
- Robert White 4 years

Council Priorities Served

Responsible budgeting

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

Improve economic develop

Sports and recreational facilities enhance a city's visibility in the economic development arena.

Operational Issues

MSA will work closely with the Parks and Recreation Department to develop a marketing strategy for sponsorships.

Fiscal Impact

None. Future revenues will supplement the Parks and Recreation Department's budget and offset facility expenses.

Attachments

Charter of the Murfreesboro Sports Authority

CHARTER MURFREESBORO SPORTS AUTHORITY

RECITALS

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

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

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

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

CHARTER PROVISIONS

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

1. Applicants

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

- a. Mary Elam Polk
- b. Benjamin Parsley
- c. Craig Tindall

2. Name

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

3. Propose

The Authority is organized for the purposes of:

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

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

2. Offices and Records

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

3. Duration

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

4. Board of Directors

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

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

6. Powers of the Board

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

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

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

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

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

7. Annual audits and reports

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

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

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

8. Staff and Facilities

a. City Staff.

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

b. City Property.

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

9. Debt of the Authority

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

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

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

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

10. Security for Debt of the Authority

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

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

11. Contracts and other Instruments

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

12. Nonprofit Status and Tax Exemption

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

13. Reporting Requirements

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

14. Net Earnings

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

15. Dissolution

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

16. Amendment of Charter.

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

Adopted by City Council June 20, 2024.

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Purchase of MPD Range
Department: Police
Presented by: Craig Tindall, 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

Purchase and Sale Agreement (PSA) for purchase of land for MPD training range.

Staff Recommendation

Approve Purchase and Sale Agreement with Ock Group, LLC.

Background Information

MPD has for several years search for suitable land to be used for a training range. Land has been located that is currently for sale. Upon development, the range will be made available to other law enforcement agencies for training.

The PSA provides for an adequate due diligence period. Staff will undertake the necessary study to assure the land is suitable.

Council Priorities Served

Maintain public safety

Training ranges are critical to maintaining the competency of law enforcement officers.

Operational Issues

MPD currently has staff that will assist in the operations of the range.

Fiscal Impact

The purchase price of the range, \$1,400,000, will be funded by General Fund and may be refunded from CIP or revenue from sale of other property.

Attachments

Purchase and Sale Agreement with Ock Group, LLC (redacted)

CHARLES HAWKINS CO.

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate ("Contract") is effective as of June ____, 2024 ("Effective Date"), by and between Ock Group, LLC C/O Advanced Security Concepts, Inc. ("Seller") and The City of Murfreesboro, Tennessee, a municipal corporation ("Buyer"):

WHEREAS, Seller is the owner of the following property ("Property"): ±104.32 acres with all improvements located thereon, all rights, easements, right-of-way or other appurtenances related thereto, located at 4626 Sr 50, Pelham, Grundy County, Tennessee 37366 further identified as parcel tax ids: 083 059.00 and 083 060.00, and ;

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, subject to and on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the covenants set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (collectively "Parties" and each a "Party") agree as follows:

1. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the Purchase Price and subject to and on the terms set forth herein. The term "Property" includes all easements and other appurtenant property rights which benefit the Property.

2. **Purchase Price.** The "Purchase Price" for the Property is One Million Four-Hundred Thousand and No/100 Dollars (\$1,400,000.00), as adjusted by those prorations, adjustments and other allocations as provided in this Contract. At the Closing, (a) the Earnest Money shall be disbursed by Escrow Agent to Seller and applied as a credit against the Purchase Price and (b) the balance of the Purchase Price shall be paid by Buyer to Seller in cash or other immediately available funds.

3. **Earnest Money.** Within ten (10) days of the Effective Date, Buyer shall pay the sum of Fifty-Thousand and no/100 Dollars (\$50,000.00) ("Earnest Money") into escrow with Charles Hawkins Co., 760 Melrose Ave, Nashville, TN 37211, Attn: Paul Myers ("Escrow Agent"). Escrow Agent shall hold the Earnest Money (and any other funds held under this Contract) in its general escrow or earnest money account, commingled with other escrow funds, at a FDIC insured state or national bank in Nashville, Tennessee. Escrow Agent shall have no duty to pay interest upon or otherwise invest the Earnest Money (or any other funds held under this Contract). In the event Escrow Agent shall become in doubt as to the ownership of the Earnest Money or as to Escrow Agent's duties with respect thereto (or any other funds Escrow Agent is holding pursuant to this Contract), Escrow Agent shall have the right to retain possession and control over the Earnest Money (or any other funds held under this Contract) until such time as either (a) the Parties agree in writing as to the disposition of the same or (b) a court of competent jurisdiction enters a final order directing its disposition. Escrow Agent shall additionally be authorized to interplead the Earnest Money (or any other funds held under this Contract) into a court of competent jurisdiction with Escrow Agent's expenses and attorney's fees being paid from the funds deposited with the court, but subject to assessment against the non-prevailing Party in said action. The Parties agree that Escrow Agent shall have no liability with respect to its duties as escrow agent hereunder (and waive any claims against Escrow Agent arising from its duties as escrow agent hereunder), except with respect to acts and omissions constituting fraud, conversion or gross negligence.

4. **Taxes; Prorations.** All real estate taxes against the Property for the year in which the Closing occurs shall be prorated as of 12:00 a.m. on the date of the Closing. All real estate taxes against the Property for prior tax years shall be paid by Seller. If applicable, all rollback and other similar taxes necessary to remove any

greenbelt designation shall be paid by Seller at Closing. All other association fees, ongoing costs, expenses and other ratable items shall be prorated as of 12:00 a.m. as of the date of the Closing.

5. **Cost of Deed and Recording Fees.** The preparation cost of the Deed and Quitclaim Deed, if applicable, shall be paid by Seller. Recording of the Deed and Quitclaim Deed, if applicable, and all transfer tax costs, shall be paid by Seller.

6. **Title.** At Closing, Seller shall convey title to the Property to Buyer via General Warranty deed ("Deed"). The Deed shall convey good and marketable fee simple title in the Property to Buyer, subject only to the existing zoning regulations, building codes, the lien for real estate taxes for the year in which the Closing occurs and the Permitted Exceptions. In addition, Seller shall provide Buyer with a quitclaim deed at Closing quitclaiming to Buyer the property described in the Survey, provided Buyer has elected to obtain said Survey ("Quitclaim Deed").

7. **Closing Date.** This sale will be closed at such place and time as mutually agreed, but in no event later than Thirty (30) days after the conclusion of the Inspection Period ("Closing"). Seller shall deliver possession of the Property to Buyer at Closing. At Closing, the Parties agree to execute such documents, resolutions or instruments as may be reasonably required to consummate the transaction contemplated hereby.

8. **Survey.** Promptly following the Effective Date, Buyer may, at its expense, order an ALTA survey showing the Property and all improvements ("Survey"), which shall be certified to Buyer and the Title Insuror, and prepared by a surveyor registered with the State of Tennessee.

9. **Environmental.** Promptly following the Effective Date, Buyer may, at its expense, order a Phase I Environmental Assessment ("Environmental Report"), which report shall be prepared by a licensed environmental engineer reasonably acceptable to Buyer and which report shall be certified to the Buyer.

10. **Title Insurance.**

(a) Promptly following the Effective Date, Seller shall apply to the office of Rick Mansfield, Attorney, 110 South Maple Street, Murfreesboro, TN 37130 ("Title Insuror") for a title insurance commitment from Stewart Title Guaranty Company ("Title Commitment") in the amount of the Purchase Price. The Title Commitment shall disclose the state of the title to the Property and shall constitute the commitment of the Title Insuror to insure the title at Closing in the name of Buyer, or its successors or assigns, with a title insurance policy in an ALTA Form-B of owner's title insurance. The Title Commitment shall contain no exceptions, other than the following (collectively "Permitted Exceptions"): the standard printed exceptions, exceptions for the current year's real property taxes and other matters as are approved or waived by Buyer pursuant to Paragraph 10(b). At Closing, a policy of owner's title insurance ("Title Policy") will be issued to Buyer at the expense of Buyer, which shall contain no exceptions except for the Permitted Exceptions.

(b) No later than fifteen (15) days before the end of the Inspection Period, Buyer shall provide a written notification to Seller as to any matters reflected in the Title Commitment or the Survey to which Buyer has an objection ("Objection Notice"). Buyer waives any objection to any matter reflected on the Survey or the Title Commitment that is not set forth in the Objection Notice. Within five (5) days after its receipt of the Objection Notice, Seller may – but is not obligated to – commit to cure any matter described in the Objection Notice. Unless Seller commits to cure all matters described in the Objection Notice, then – within seven (7) days after sending the Objection Notice – Buyer shall elect either to (i) waive its objection to any matters set forth in the Objection Notice that Seller will not commit to cure or (ii) terminate this Contract. If the Contract is terminated in accordance with the foregoing sentence, the Earnest Money shall be refunded to Buyer and neither Party shall have any further obligations hereunder, with the exception of those obligations expressly contemplated to survive termination. Notwithstanding the foregoing, any deeds of trust or other monetary liens on the Property shall be satisfied by Seller at or before Closing and are not subject to the objection provisions of this Paragraph 10(b).

11. Inspection Period.

(a) Buyer is granted an inspection period running from the Effective Date until 11:59 p.m. on Sixtieth (60th) after the Effective Date ("Inspection Period"). During the Inspection Period, Buyer shall have the right to inspect the Property and determine in its sole and absolute discretion whether the Property is acceptable to Buyer to Buyer's full, personal and absolute satisfaction. This includes, but is not limited to, inspection of all encumbrances, legal, physical or otherwise; the environmental condition of the Property; the physical boundaries and limitations of the Property (including as depicted in the Survey); the zoning, regulations, laws, ordinances and building codes affecting the Property; any easements, restrictive covenants or other matters affecting title to the Property (including as depicted in the Title Commitment); and any other matters that may impact the use, financing, purchase, enjoyment, exploitation and marketability of the Property. Furthermore, although this Contract is a "cash" transaction (and is not contingent upon any appraisal or financing), Buyer may also terminate the Contract during the Inspection Period in the event Buyer is unable to secure any desired financing for Buyer's purchase of the Property.

(b) Buyer shall have the right, at any time during the Inspection Period, to terminate this Contract by providing written notice of termination to Seller. In the event Buyer terminates this Contract in accordance with the previous sentence, neither Seller, nor Buyer, shall have any further rights or obligations hereunder, with the exception of those obligations expressly contemplated to survive termination. Furthermore, in the event Buyer terminates this Contract during the Inspection Period as provided herein, the Earnest Money shall be promptly refunded to Buyer – except as provided in Paragraph 11(e). If Buyer fails to exercise its right to terminate this Contract during the Inspection Period, then this contingency shall be deemed waived and satisfied and the Parties shall proceed to Closing.

(c) Buyer may, with adequate notice and without disturbing Seller's use of the Property, at all times during the Inspection Period, go upon the Property, with its own personnel, its surveyors, its agents or its engineers, to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of inspection, surveying, engineering, testing and planning for the Property. This privilege shall include the right to make soil tests, borings, and other tests required to obtain any information necessary to determine subsurface and environmental conditions, all of which shall be satisfactory to Buyer for its contemplated use of the Property as determined within the Inspection Period. In its exercise of the privileges granted by this paragraph, Buyer shall substantially restore the Property to its original condition prior to the commencement of any work and shall, to the extent permitted by Tennessee law, indemnify and hold harmless Seller from all loss, liabilities, injuries, claims, actions damages, or expenses, including any claims of third-parties for damage to person or property, arising from or attributable to Buyer's (or its subcontractors') use of, or activities upon, the Property prior to the Closing. Seller (individually or through its representatives) shall have the right to accompany Buyer (or its subcontractors) during their inspection or accessing of the Property.

(d) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all environmental reports, easements, restrictive covenants, topographic reports, hydrological reports, geotechnical reports and surveys in Seller's possession related to the Property.

(e) As independent consideration for the rights granted in the Inspection Period, the Parties agree that – in the event Buyer terminates the Contract as provided Paragraph 11(b) – \$100 of the Earnest Money shall be paid to Seller.

12. Seller's Representations. Seller hereby agrees, warrants and represents that as of the date of this Contract the following statements are true, and will continue to be true up through and as of the date of the Closing:

(a) Seller is lawfully possessed with fee simple title to the Property, has full right to sell it and this Contract is the duly authorized and binding act of Seller.

(b) All taxes and assessments constituting a lien upon the Property have been paid in full or shall be paid at or prior to the Closing, with the sole exception of the real estate taxes for the year in which the Closing occurs which shall be prorated at Closing. Seller has not been notified of any future improvements by any public authority, any part of the costs of which might be assessed against the Property.

(c) Seller has no actual knowledge (i) of the presence of any Hazardous Substance(s) on the Property; (ii) of any spills, releases, discharges or disposal of Hazardous Substance(s) that have occurred or are presently occurring on or onto the Property; or (iii) of any spills or disposal of Hazardous Substance(s) that have occurred or are occurring off the Property as a result of any operation or use of the Property. As used herein "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any local, state or federal environmental law, statute, regulation or ordinance, presently in effect, including, without limitation, asbestos and petroleum products.

(d) Seller has no actual knowledge of any lawsuit, condemnation (pending or contemplated), boundary line disputes, encroachments or adverse possession / prescription claims impacting the Property.

(e) Seller shall continue all routine maintenance and repair of the Property, including that for the grounds, parking and drive areas, and all improvements, until the Closing.

(f) Seller is not a debtor in bankruptcy or any other receivership or insolvency proceedings.

(g) Seller is not currently in default, or has notified Buyer of any default, of any agreement or obligation to which the Property has been pledged as collateral or to which the Property would be subject to a lien.

(h) There are no outstanding options, right of first offer, or right of first refusal to purchase the Property.

(i) Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

13. **Lease, Maintenance Contracts, and Warranties.** Buyer's obligations under this Contract are conditioned upon examination during the Inspection Period of the current leases of present tenants, if any, and any maintenance or other contracts covering the operation of the Property. Copies of all leases and agreements shall be provided to Buyer within ten (10) days of mutual execution of this Contract. Unless Seller is otherwise already legally obligated to extend a lease, Seller agrees not to enter into any new leases or extend any existing lease from the date of acceptance of this Contract to date of closing without the express written consent of Buyer which shall not be unreasonably withheld.

14. **Risk of Loss and Condemnation.** All risk of loss of or to the Property in whole or in part shall remain on Seller until transfer of legal title to Buyer at Closing. If, before Closing, any condemnation proceeding is or has been commenced with respect to the Property, or any casualty results in damage to the Property or improvements thereon, Buyer shall have the option of either (a) terminating this Contract or (b) completing the purchase contemplated herein. In the event Buyer elects to terminate the Contract, Buyer shall be entitled to the return of all Earnest Money and all Parties shall be relieved from any further liability hereunder. If Buyer shall elect to complete this transaction, there shall be no reduction in the Purchase Price and Buyer shall be entitled, in

the case of fire or other casualty, to receive from the insurance carrier all insurance proceeds or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. Buyer shall be required to pay or absorb any "deductible" in the event Buyer receives the insurance proceeds. Seller shall execute and deliver to Buyer at the Closing all proper instruments for the assignment and collection of any such proceeds and awards.

15. **Broker, Commission, and Responsibility.** Seller and Buyer each warrant to the other that they have engaged no brokers in this transaction other than Paul M. Myers of Charles Hawkins Co. ("Buyer's Broker") and Ryan Drummond of Red Realty, LLC ("Seller's Broker"). Seller and Buyer each, to the extent permitted by Tennessee law, indemnifies and holds harmless the other Party and broker from any liability (including costs and attorney's fees incurred in the defense thereof) resulting from claims by any other agent or broker claiming by or through such Party. Upon the closing of this transaction, a real estate brokerage commission shall be paid by Seller, in cash, to Buyer's Broker, in the sum of Two and a half (2.5%) of the Purchase Price, and to Seller's Broker, per a separate agreement between Seller and Seller's Broker.

16. **Default.** Should Buyer default in the performance of this Contract, Seller shall (as its exclusive remedies) have the right to (a) sue for specific performance or (b) elect to receive all Earnest Money paid under this Contract as full liquidated damages. Should Seller default in the performance of this Contract, Buyer shall (as its exclusive remedies) have the right to (a) sue for specific performance or (b) elect to receive a refund of all Earnest Money paid under this Contract. In the event of any lawsuit arising from or related to this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs, expenses and expert fees. Any lawsuit arising from or related to this Contract shall be filed in the state court for the county in which the Property is located. Any lawsuit arising from or related to this Contract shall be decided by a judge sitting without a jury.

17. **Notices.** **Any** notice, or other communication hereunder, shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail, by certified/registered mail (return receipt requested), or by courier service (including, without limitation, Federal Express or United Parcel Service), to the address below or at such other address as a Party may designate in writing in accordance with this Paragraph 16. Notices shall also be deemed to have been given upon receipt or actual knowledge, by any means, of the information contained in said notice.

If to Buyer: City of Murfreesboro
Attn: City Manager
111 W. Vine Street
Murfreesboro, TN 37130

If to Seller: Advanced Security Concepts, Inc.
16117 Covello St,
Van Nuys, California 91406

18. **Miscellaneous.**

(a) The construction and performance of this Contract shall be governed by Tennessee law, notwithstanding any contrary choice of law rule to the contrary.

(b) All time periods referred to in this Contract are to be counted in calendar days. Notwithstanding the foregoing, in the event any performance deadline contained herein falls on a weekend or Federal holiday, then the deadline shall be extended to the next weekday that is not a Federal holiday. Time is of the essence to this Contract and all provisions herein.

(c) This is intended to be a legally binding contract. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION CONTEMPLATED HEREIN. The brokers involved in this

transaction cannot give you legal advice. Seller and Buyer are advised to consult legal and other counsel concerning this transaction.

(d) This Contract shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of Seller and Buyer. Any rights and obligations under the Contract shall be freely assignable to any other person, firm or corporation by either Party, provided the assigning party remains liable in the event of default by the assignee.

(e) This Contract and its exhibits, if any, constitute the entire, complete and merged agreement of the Parties and no other statement or representation shall be considered a part of this Contract, or binding upon the Parties, unless contained herein or set forth in written agreement executed by Seller and Buyer and made a part hereof.

(f) This Contract is severable. In the event a court of competent jurisdiction finds any provision of this Contract to be invalid or unenforceable, said provision shall be severed and the remainder of the Contract shall remain in full force and effect. This Contract shall be construed as the product of mutual drafting. This Contract may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document, and all counterparts will constitute one and the same agreement. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

19. **City Approvals.** This Contract shall be of no force or effect until approved by the Murfreesboro City Council.

20. **Offer.** Until fully executed by all Parties, this document shall be construed to be an offer. Unless extended in writing, this offer shall expire at 5:00 p.m. on July 31st 2024.

[Signatures appear on the following page. This agreement may be signed in counterpart.]

BUYER: City of Murfreesboro, Tennessee, a municipal corporation

By: _____
Shane McFarland, Mayor

Date: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

APPROVED BY MURFREESBORO CITY COUNCIL: _____

SELLER: Ock Group, LLC

By: _____

Its: _____

Date: _____

Escrow Agent has signed below for the sole purpose of accepting and acknowledging its role as the escrow agent as provided in Paragraph 3 of the Contract.

ESCROW AGENT:

By: _____

Its: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Final Change Order for Gateway Blvd Extension Project

Department: Engineering

Presented by: Chris Griffith - Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Final Change Order to reflect actual work performed and final contract amount.

Staff Recommendation

Approve the final change order with Sessions Paving Company.

Background Information

The Gateway Blvd Extension project extended Gateway Blvd approximately .3 miles to make a new connection with Robert Rose Drive. This extension is a three-lane curb and gutter section with sidewalks on both sides. A new signal and pedestrian facilities were also installed at the new intersection of Robert Rose and Gateway Blvd.

Sessions Paving Company submitted a low bid in the amount of \$2,387,982 and was awarded the contract in February 2023. During construction, it was determined that the project required less quantities from several items than originally specified. A detailed list of the decreased amounts is included in the Final Change Order.

Council Priorities Served

Expand infrastructure

Improvements to City streets enhances the safety, traffic flow, and livability for motorists within the City.

Fiscal Impact

The construction cost decreased from \$2,387,982 to \$2,289,468 amounting to a \$98,514 change order. The funds for this project were allocated within the 2021 and 2022 CIP Budget.

Attachments

Gateway Blvd Extension Project Final Summary Change Order.

CHANGE ORDER NO. 1 -Final Project Change Order

PROJECT: Gateway Boulevard Extension
Murfreesboro, Tennessee

CONTRACTOR: Sessions Paving Company
PO Box 90266
Nashville, Tennessee 37209

DATE: June 04, 2024

The intent of this Final Project Change Order is to revise the project contract to reflect actual work performed. The Contractor is directed to make the following changes in the contract.

DESCRIPTION:

Revise the scope of work for the project to include change orders, work change directives, field revisions, plan revisions and actual quantities used in construction. The final quantities and unit prices shown on Attachment A of this document reflect items revised, added, and deleted during construction, as well as changes in the quantities based on actual amounts used in construction.

This Change Order is not valid until signed by Owner, Engineer, and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

| | | |
|--|-------|-----------------|
| The Original Contract Sum was | _____ | \$ 2,387,982.00 |
| Net Change by Previous Change Orders | _____ | \$ 0.00 |
| The Current Contract Sum | _____ | \$ 2,387,982.00 |
| The Total Construction (Actual Amount) Sum | _____ | \$ 2,289,467.56 |
| The Contract Sum Will Be Decreased By This Change Order (No.1) | _____ | \$ 98,514.44 |
| The Final Contract Amount Is | _____ | \$ 2,289,467.56 |

ENERGY LAND AND INFRASTRUCTURE
ENGINEER

BY Heath Sain Digitally signed by Heath Sain
Date: 2024.06.04
16:46:06-05'00'

SESSIONS PAVING COMPANY
CONTRACTOR

Robert N. Hutcherson
Robert N. Hutcherson, President
OFFICER

CITY OF MURFREESBORO, TENNESSEE
Executive Director

BY [Signature]

CITY OF MURFREESBORO, TENNESSEE
Owner

MAYOR Date: _____

**City of Murfreesboro
Gateway Boulevard Extension
Final Change Order Summary**

| Item # | Description | Units | Estimated Quantity | Unit Price | Total Quantity Used | Estimated Contract Cost | Actual Total Contract Cost | Difference Between Final Cost and Estimated Cost | Additions | Deductions |
|----------------------|--|-------|--------------------|--------------|---------------------|-------------------------|----------------------------|--|--------------|----------------|
| ROADWAY ITEMS | | | | | | | | | | |
| 105-01 | CONSTRUCTION STAKES, LINES AND GRADES | LS | 1 | \$ 33,000.00 | 1.00 | \$ 33,000.00 | \$ 33,000.00 | \$ - | \$ - | \$ - |
| 201-01 | CLEARING AND GRUBBING | LS | 1 | \$ 40,000.00 | 1.00 | \$ 40,000.00 | \$ 40,000.00 | \$ - | \$ - | \$ - |
| 201-07.01 | REMOVAL AND DISPOSAL OF BRUSH & TREES | LS | 1 | \$ 11,000.00 | 1.00 | \$ 11,000.00 | \$ 11,000.00 | \$ - | \$ - | \$ - |
| 202-01 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | 1 | \$ 44,000.00 | 1.00 | \$ 44,000.00 | \$ 44,000.00 | \$ - | \$ - | \$ - |
| 202-03 | REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC. | S.Y. | 200 | \$ 20.00 | 200.00 | \$ 4,000.00 | \$ 4,000.00 | \$ - | \$ - | \$ - |
| 202-03.01 | REMOVAL OF ASPHALT PAVEMENT | S.Y. | 5200 | \$ 17.60 | 5200.00 | \$ 91,520.00 | \$ 91,520.00 | \$ - | \$ - | \$ - |
| 202-08.15 | REMOVAL OF CURB AND GUTTER (DESCRIPTION) | L.F. | 500 | \$ 9.00 | 386.00 | \$ 4,500.00 | \$ 3,474.00 | \$ (1,026.00) | \$ - | \$ (1,026.00) |
| 203-01 | ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) | C.Y. | 4675 | \$ 39.00 | 4675.00 | \$ 182,325.00 | \$ 182,325.00 | \$ - | \$ - | \$ - |
| 203-03 | BORROW EXCAVATION (UNCLASSIFIED) | C.Y. | 468 | \$ 72.00 | 0.00 | \$ 33,696.00 | \$ - | \$ (33,696.00) | \$ - | \$ (33,696.00) |
| 203-04 | PLACING AND SPREADING TOPSOIL | C.Y. | 1630 | \$ 22.00 | 1630.00 | \$ 35,860.00 | \$ 35,860.00 | \$ - | \$ - | \$ - |
| 203-05 | UNDERCUTTING | C.Y. | 468 | \$ 39.00 | 135.00 | \$ 18,252.00 | \$ 5,265.00 | \$ (12,987.00) | \$ - | \$ (12,987.00) |
| 203-06 | WATER | M.G. | 35 | \$ 20.00 | 35.00 | \$ 700.00 | \$ 700.00 | \$ - | \$ - | \$ - |
| 203-07 | FURNISHING & SPREADING TOPSOIL | C.Y. | 693 | \$ 39.00 | 0.00 | \$ 27,027.00 | \$ - | \$ (27,027.00) | \$ - | \$ (27,027.00) |
| 203-10.15 | WASTE MATERIAL | C.Y. | 87 | \$ 55.00 | 0.00 | \$ 4,785.00 | \$ - | \$ (4,785.00) | \$ - | \$ (4,785.00) |
| 204-08 | FOUNDATION FILL MATERIAL | C.Y. | 30 | \$ 550.00 | 50.00 | \$ 16,500.00 | \$ 27,500.00 | \$ 11,000.00 | \$ 11,000.00 | \$ - |
| 209-05 | SEDIMENT REMOVAL | C.Y. | 65 | \$ 17.00 | 0.00 | \$ 1,105.00 | \$ - | \$ (1,105.00) | \$ - | \$ (1,105.00) |
| 209-08.02 | TEMPORARY SILT FENCE (WITH BACKING) | L.F. | 3000 | \$ 9.00 | 2354.00 | \$ 27,000.00 | \$ 21,186.00 | \$ (5,814.00) | \$ - | \$ (5,814.00) |
| 209-08.09 | FILTER SOCK CHECK DAM | EACH | 2 | \$ 550.00 | 2.00 | \$ 1,100.00 | \$ 1,100.00 | \$ - | \$ - | \$ - |
| 209-09.43 | CURB INLET PROTECTION (TYPE 4) | EACH | 17 | \$ 360.00 | 17.00 | \$ 6,120.00 | \$ 6,120.00 | \$ - | \$ - | \$ - |
| 303-01 | MINERAL AGGREGATE, TYPE A BASE, GRADING D | TON | 3550 | \$ 43.00 | 3357.16 | \$ 152,650.00 | \$ 144,357.88 | \$ (8,292.12) | \$ - | \$ (8,292.12) |
| 303-01.02 | GRANULAR BACKFILL (BRIDGES) | TON | 500 | \$ 55.00 | 0.00 | \$ 27,500.00 | \$ - | \$ (27,500.00) | \$ - | \$ (27,500.00) |
| 303-10.03 | MINERAL AGGREGATE (SIZE 68) | TON | 60 | \$ 55.00 | 425.11 | \$ 3,300.00 | \$ 23,381.05 | \$ 20,081.05 | \$ 20,081.05 | \$ - |
| 307-02.01 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A | TON | 850 | \$ 143.00 | 643.36 | \$ 121,550.00 | \$ 92,000.48 | \$ (29,549.52) | \$ - | \$ (29,549.52) |
| 307-02.07 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M | TON | 550 | \$ 146.00 | 529.31 | \$ 80,300.00 | \$ 77,279.26 | \$ (3,020.74) | \$ - | \$ (3,020.74) |
| 402-01 | BITUMINOUS MATERIAL FOR PRIME COAT (PC) | TON | 7 | \$ 1,200.00 | 0.00 | \$ 8,400.00 | \$ - | \$ (8,400.00) | \$ - | \$ (8,400.00) |
| 402-02 | AGGREGATE FOR COVER MATERIAL (PC) | TON | 25 | \$ 60.00 | 0.00 | \$ 1,500.00 | \$ - | \$ (1,500.00) | \$ - | \$ (1,500.00) |
| 403-01 | BITUMINOUS MATERIAL FOR TACK COAT (TC) | TON | 4 | \$ 1,200.00 | 2.00 | \$ 4,800.00 | \$ 2,400.00 | \$ (2,400.00) | \$ - | \$ (2,400.00) |
| 411-02.10 | ACS MIX(PG70-22) GRADING D | TON | 400 | \$ 173.00 | 437.19 | \$ 69,200.00 | \$ 75,633.87 | \$ 6,433.87 | \$ 6,433.87 | \$ - |
| 415-01.02 | COLD PLANING BITUMINOUS PAVEMENT | S.Y. | 175 | \$ 76.00 | 137.00 | \$ 13,300.00 | \$ 10,412.00 | \$ (2,888.00) | \$ - | \$ (2,888.00) |
| 604-02.01 | CLASS A CONCRETE (BOX BRIDGES) | C.Y. | 80 | \$ 775.00 | 109.50 | \$ 62,000.00 | \$ 84,862.50 | \$ 22,862.50 | \$ 22,862.50 | \$ - |
| 604-02.02 | STEEL BAR REINFORCEMENT (BOX BRIDGES) | LB. | 13700 | \$ 3.10 | 12781.00 | \$ 42,470.00 | \$ 39,621.10 | \$ (2,848.90) | \$ - | \$ (2,848.90) |
| 607-03.02 | 18" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 1343 | \$ 165.00 | 1341.00 | \$ 221,595.00 | \$ 221,265.00 | \$ (330.00) | \$ - | \$ (330.00) |
| 611-09.01 | ADJUSTMENT OF EXISTING CATCHBASIN | EACH | 2 | \$ 1,650.00 | 2.00 | \$ 3,300.00 | \$ 3,300.00 | \$ - | \$ - | \$ - |
| 611-12.02 | CATCH BASINS, TYPE 12, > 4' - 8' DEPTH | EACH | 13 | \$ 6,600.00 | 13.00 | \$ 85,800.00 | \$ 85,800.00 | \$ - | \$ - | \$ - |
| 611-14.02 | CATCH BASINS, TYPE 14, > 4' - 8' DEPTH | EACH | 2 | \$ 11,000.00 | 2.00 | \$ 22,000.00 | \$ 22,000.00 | \$ - | \$ - | \$ - |
| 701-01.01 | CONCRETE SIDEWALK (4 ") | S.F. | 16450 | \$ 12.00 | 17320.00 | \$ 197,400.00 | \$ 207,840.00 | \$ 10,440.00 | \$ 10,440.00 | \$ - |
| 701-02.03 | CONCRETE CURB RAMP | S.F. | 540 | \$ 18.00 | 1353.00 | \$ 9,720.00 | \$ 24,354.00 | \$ 14,634.00 | \$ 14,634.00 | \$ - |

| | | | | | | | | | | |
|-----------------------------|--|------|------|--------------|---------|--------------|--------------|---------------|-------------|---------------|
| 702-03 | CONCRETE COMBINED CURB & GUTTER | C.Y. | 230 | \$ 405.00 | 208.00 | \$ 93,150.00 | \$ 84,240.00 | \$ (8,910.00) | \$ - | \$ (8,910.00) |
| 705-06.01 | W BEAM GR (TYPE 2) MASH TL3 | L.F. | 156 | \$ 42.00 | 162.50 | \$ 6,552.00 | \$ 6,825.00 | \$ 273.00 | \$ 273.00 | \$ - |
| 705-06.27 | THRIE BEAM 38IN VEHICLE & PEDESTRIAN SAFETY RAIL MASH TL | L.F. | 200 | \$ 83.00 | 290.50 | \$ 16,600.00 | \$ 24,111.50 | \$ 7,511.50 | \$ 7,511.50 | \$ - |
| 705-06.30 | GR TERMINAL (ENERGY ABSORBING) MASH TL2 | EACH | 6 | \$ 3,410.00 | 6.00 | \$ 20,460.00 | \$ 20,460.00 | \$ - | \$ - | \$ - |
| 707-08.11 | HIGH-VISIBILITY CONSTRUCTION FENCE | L.F. | 300 | \$ 11.00 | 0.00 | \$ 3,300.00 | \$ - | \$ (3,300.00) | \$ - | \$ (3,300.00) |
| 709-05.05 | MACHINED RIP-RAP (CLASS A-3) | TON | 300 | \$ 72.00 | 240.46 | \$ 21,600.00 | \$ 17,313.12 | \$ (4,286.88) | \$ - | \$ (4,286.88) |
| 712-01 | TRAFFIC CONTROL | LS | 1 | \$ 40,000.00 | 1.00 | \$ 40,000.00 | \$ 40,000.00 | \$ - | \$ - | \$ - |
| 712-04.01 | FLEXIBLE DRUMS (CHANNELIZING) | EACH | 20 | \$ 50.00 | 12.00 | \$ 1,000.00 | \$ 600.00 | \$ (400.00) | \$ - | \$ (400.00) |
| 712-06 | SIGNS (CONSTRUCTION) | S.F. | 102 | \$ 10.00 | 78.00 | \$ 1,020.00 | \$ 780.00 | \$ (240.00) | \$ - | \$ (240.00) |
| 712-07.03 | TEMPORARY BARRICADES (TYPE III) | L.F. | 24 | \$ 25.00 | 24.00 | \$ 600.00 | \$ 600.00 | \$ - | \$ - | \$ - |
| 713-11.02 | PERFORATED/KNOCKOUT SQUARE TUBE POST | LB. | 350 | \$ 8.00 | 258.00 | \$ 2,800.00 | \$ 2,064.00 | \$ (736.00) | \$ - | \$ (736.00) |
| 713-13.02 | FLAT SHEET ALUMINUM SIGNS (0.080" THICK) | S.F. | 65 | \$ 21.00 | 54.00 | \$ 1,365.00 | \$ 1,134.00 | \$ (231.00) | \$ - | \$ (231.00) |
| 716-02.03 | PLASTIC PAVEMENT MARKING (CROSS-WALK) | L.F. | 130 | \$ 30.00 | 142.00 | \$ 3,900.00 | \$ 4,260.00 | \$ 360.00 | \$ 360.00 | \$ - |
| 716-02.04 | PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING) | S.Y. | 3 | \$ 100.00 | 10.00 | \$ 300.00 | \$ 1,000.00 | \$ 700.00 | \$ 700.00 | \$ - |
| 716-02.05 | PLASTIC PAVEMENT MARKING (STOP LINE) | L.F. | 86 | \$ 40.00 | 74.00 | \$ 3,440.00 | \$ 2,960.00 | \$ (480.00) | \$ - | \$ (480.00) |
| 716-02.06 | PLASTIC PAVEMENT MARKING (TURN LANE ARROW) | EACH | 5 | \$ 350.00 | 4.00 | \$ 1,750.00 | \$ 1,400.00 | \$ (350.00) | \$ - | \$ (350.00) |
| 716-03.01 | PLASTIC WORD PAVEMENT MARKING (ONLY) | EACH | 2 | \$ 650.00 | 0.00 | \$ 1,300.00 | \$ - | \$ (1,300.00) | \$ - | \$ (1,300.00) |
| 716-04.13 | PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW) | EACH | 3 | \$ 650.00 | 3.00 | \$ 1,950.00 | \$ 1,950.00 | \$ - | \$ - | \$ - |
| 716-08.01 | REMOVAL OF PAVEMENT MARKING (LINE) | L.F. | 350 | \$ 1.50 | 622.00 | \$ 525.00 | \$ 933.00 | \$ 408.00 | \$ 408.00 | \$ - |
| 716-13.01 | SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE) | L.M. | 0.74 | \$ 10,000.00 | 0.791 | \$ 7,400.00 | \$ 7,910.00 | \$ 510.00 | \$ 510.00 | \$ - |
| 716-13.02 | SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE) | L.M. | 0.07 | \$ 20,000.00 | 0.117 | \$ 1,400.00 | \$ 2,340.00 | \$ 940.00 | \$ 940.00 | \$ - |
| 716-13.03 | SPRAY THERMO PVMT MRKNG (60 mil) (8IN BARRIER LINE) | L.F. | 140 | \$ 10.00 | 0.00 | \$ 1,400.00 | \$ - | \$ (1,400.00) | \$ - | \$ (1,400.00) |
| 716-13.05 | SPRAY THERMO PVMT MRKNG (60 mil) (6IN DOTTED LINE) | L.F. | 325 | \$ 6.00 | 70.00 | \$ 1,950.00 | \$ 420.00 | \$ (1,530.00) | \$ - | \$ (1,530.00) |
| 717-01 | MOBILIZATION | LS | 1 | \$ 46,000.00 | 1.00 | \$ 46,000.00 | \$ 46,000.00 | \$ - | \$ - | \$ - |
| 740-10.03 | GEOTEXTILE (TYPE III)(EROSION CONTROL) | S.Y. | 500 | \$ 8.25 | 222.00 | \$ 4,125.00 | \$ 1,831.50 | \$ (2,293.50) | \$ - | \$ (2,293.50) |
| 801-01 | SEEDING (WITH MULCH) | UNIT | 145 | \$ 35.00 | 105.00 | \$ 5,075.00 | \$ 3,675.00 | \$ (1,400.00) | \$ - | \$ (1,400.00) |
| 801-01.07 | TEMPORARY SEEDING (WITH MULCH) | UNIT | 145 | \$ 35.00 | 0.00 | \$ 5,075.00 | \$ - | \$ (5,075.00) | \$ - | \$ (5,075.00) |
| 801-03 | WATER (SEEDING & SODDING) | M.G. | 25 | \$ 10.00 | 0.00 | \$ 250.00 | \$ - | \$ (250.00) | \$ - | \$ (250.00) |
| 803-01 | SODDING (NEW SOD) | S.Y. | 1000 | \$ 8.00 | 2014.00 | \$ 8,000.00 | \$ 16,112.00 | \$ 8,112.00 | \$ 8,112.00 | \$ - |
| UTILITY ITEMS | | | | | | | | | | |
| 790-41.44 | UG SEC COND 4 AL TPLX | L.F. | 200 | \$ 3.20 | 260.00 | \$ 640.00 | \$ 832.00 | \$ 192.00 | \$ 192.00 | \$ - |
| 790-41.45 | UG SEC COND 2 AL TPLX | L.F. | 1355 | \$ 3.80 | 1400.00 | \$ 5,149.00 | \$ 5,320.00 | \$ 171.00 | \$ 171.00 | \$ - |
| 790-42.08 | 2" CONDUIT | L.F. | 1355 | \$ 16.00 | 1485.00 | \$ 21,680.00 | \$ 23,760.00 | \$ 2,080.00 | \$ 2,080.00 | \$ - |
| 790-42.26 | DUCT BANK | L.F. | 1355 | \$ 30.00 | 1485.00 | \$ 40,650.00 | \$ 44,550.00 | \$ 3,900.00 | \$ 3,900.00 | \$ - |
| 790-43.46 | SECONDARY PULLBOX MTE (UM35S) | EACH | 11 | \$ 1,200.00 | 10.00 | \$ 13,200.00 | \$ 12,000.00 | \$ (1,200.00) | \$ - | \$ (1,200.00) |
| 790-70.02 | STREET LIGHT UG FED (M30-175-35S-LED) | EACH | 10 | \$ 5,920.00 | 10.00 | \$ 59,200.00 | \$ 59,200.00 | \$ - | \$ - | \$ - |
| 790-70.07 | STREET LIGHT CONCRETE FOOTING (SLF-1) | EACH | 10 | \$ 1,200.00 | 10.00 | \$ 12,000.00 | \$ 12,000.00 | \$ - | \$ - | \$ - |
| 795-06.35 | CUT AND CAP SERVICE LINE | EACH | 1 | \$ 1,500.00 | 0.00 | \$ 1,500.00 | \$ - | \$ (1,500.00) | \$ - | \$ (1,500.00) |
| 795-11.04 | RELOCATE FIRE HYDRANT | EACH | 1 | \$ 6,000.00 | 1.00 | \$ 6,000.00 | \$ 6,000.00 | \$ - | \$ - | \$ - |
| 797-09.44 | CUT AND CAP 6IN GRAVITY | EACH | 1 | \$ 2,000.00 | 1.00 | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ - | \$ - |
| TRAFFIC SIGNAL ITEMS | | | | | | | | | | |
| 713-14.21 | STREET NAME SIGN (RIGID 0.100IN THICK) | S.F. | 44 | \$ 44.00 | 44.00 | \$ 1,936.00 | \$ 1,936.00 | \$ - | \$ - | \$ - |
| 713-16.20 | SIGNS (TN-69A) | EACH | 1 | \$ 600.00 | 1.00 | \$ 600.00 | \$ 600.00 | \$ - | \$ - | \$ - |
| 730-02.09 | SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE) | EACH | 6 | \$ 1,110.00 | 6.00 | \$ 6,660.00 | \$ 6,660.00 | \$ - | \$ - | \$ - |
| 730-02.59 | SIGNAL HEAD ASSEMBLY (140 A4F WITH BACKPLATE) | EACH | 1 | \$ 1,562.00 | 1.00 | \$ 1,562.00 | \$ 1,562.00 | \$ - | \$ - | \$ - |
| 730-03.21 | INSTALL PULL BOX (TYPE B) | EACH | 4 | \$ 1,000.00 | 4.00 | \$ 4,000.00 | \$ 4,000.00 | \$ - | \$ - | \$ - |

| | | | | | | | | | | |
|-----------------------------|---|------|-----|--------------|---------|------------------------|------------------------|-----------------------|----------------------|------------------------|
| 730-03.23 | INSTALL PULL BOX (FIBER OPTIC-TYPE A) | EACH | 1 | \$ 2,160.00 | 1.00 | \$ 2,160.00 | \$ 2,160.00 | \$ - | \$ - | \$ - |
| 730-03.24 | INSTALL PULL BOX (FIBER OPTIC-TYPE B) | EACH | 1 | \$ 2,680.00 | 0.00 | \$ 2,680.00 | \$ - | \$ (2,680.00) | \$ - | \$ (2,680.00) |
| 730-05.01 | ELECTRICAL SERVICE CONNECTION | EACH | 1 | \$ 3,500.00 | 1.00 | \$ 3,500.00 | \$ 3,500.00 | \$ - | \$ - | \$ - |
| 730-08.02 | SIGNAL CABLE - 5 CONDUCTOR | L.F. | 260 | \$ 2.75 | 330.00 | \$ 715.00 | \$ 907.50 | \$ 192.50 | \$ 192.50 | \$ - |
| 730-08.03 | SIGNAL CABLE - 7 CONDUCTOR | L.F. | 610 | \$ 3.00 | 1095.00 | \$ 1,830.00 | \$ 3,285.00 | \$ 1,455.00 | \$ 1,455.00 | \$ - |
| 730-08.10 | SIGNAL CABLE - STOP LINE RADAR | L.F. | 445 | \$ 3.20 | 865.00 | \$ 1,424.00 | \$ 2,768.00 | \$ 1,344.00 | \$ 1,344.00 | \$ - |
| 730-08.11 | SIGNAL CABLE - ADVANCED RADAR | L.F. | 430 | \$ 3.20 | 504.00 | \$ 1,376.00 | \$ 1,612.80 | \$ 236.80 | \$ 236.80 | \$ - |
| 730-12.02 | CONDUIT 2" DIAMETER (PVC SCHEDULE 40) | L.F. | 140 | \$ 18.00 | 250.00 | \$ 2,520.00 | \$ 4,500.00 | \$ 1,980.00 | \$ 1,980.00 | \$ - |
| 730-12.14 | CONDUIT 3" DIAMETER (JACK AND BORE) | L.F. | 585 | \$ 40.00 | 575.00 | \$ 23,400.00 | \$ 23,000.00 | \$ (400.00) | \$ - | \$ (400.00) |
| 730-12.23 | CONDUIT 2" DIAMETER (DIRECTIONAL BORE) | L.F. | 75 | \$ 50.00 | 11.00 | \$ 3,750.00 | \$ 550.00 | \$ (3,200.00) | \$ - | \$ (3,200.00) |
| 730-13.08 | VEHICLE DETECTOR (STOP LINE RADAR) | EACH | 3 | \$ 9,126.00 | 3.00 | \$ 27,378.00 | \$ 27,378.00 | \$ - | \$ - | \$ - |
| 730-13.09 | VEHICLE DETECTOR (ADVANCED RADAR) | EACH | 2 | \$ 9,126.00 | 2.00 | \$ 18,252.00 | \$ 18,252.00 | \$ - | \$ - | \$ - |
| 730-15.32 | CABINET (EIGHT PHASE BASE MOUNTED) | EACH | 1 | \$ 23,540.00 | 1.00 | \$ 23,540.00 | \$ 23,540.00 | \$ - | \$ - | \$ - |
| 730-16.04 | CONTROLLER (ATC) | EACH | 1 | \$ 5,473.00 | 1.00 | \$ 5,473.00 | \$ 5,473.00 | \$ - | \$ - | \$ - |
| 730-23.28 | PEDESTAL POLE (TYPE A) | EACH | 2 | \$ 2,500.00 | 2.00 | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ - | \$ - |
| 730-23.88 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 45') | EACH | 1 | \$ 14,128.00 | 1.00 | \$ 14,128.00 | \$ 14,128.00 | \$ - | \$ - | \$ - |
| 730-24.01 | FOUNDATION (SIGNAL SUPPORT) | EACH | 3 | \$ 8,000.00 | 3.00 | \$ 24,000.00 | \$ 24,000.00 | \$ - | \$ - | \$ - |
| 730-25.01 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 50') | EACH | 1 | \$ 14,161.00 | 1.00 | \$ 14,161.00 | \$ 14,161.00 | \$ - | \$ - | \$ - |
| 730-25.07 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 55') | EACH | 1 | \$ 20,996.00 | 1.00 | \$ 20,996.00 | \$ 20,996.00 | \$ - | \$ - | \$ - |
| 730-26.11 | COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN | EACH | 2 | \$ 1,680.00 | 2.00 | \$ 3,360.00 | \$ 3,360.00 | \$ - | \$ - | \$ - |
| Totals | | | | | | \$ 2,387,982.00 | \$ 2,289,467.56 | \$ (98,514.44) | \$ 115,817.22 | \$ (214,331.66) |
| Final Contract Price | | | | | | \$ 2,289,467.56 | | | | \$ (98,514.44) |

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Butler Drive Realignment - Change Order #1

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change Order #1 for the Butler Drive realignment project.

Staff Recommendation

Approve Change Order #1 with Moody Excavating for the Butler Drive realignment project.

Background Information

In December 2023, Council approved the construction contract for the Butler Drive realignment project in the amount of 7,039,011 with an additional 5% contingency. Since then, it has been discovered that additional drainage facilities are needed to accommodate an adjacent development in the area. Additionally, a force main sewer line has been added to this change order as well as one line item that was left off the original bid.

These additional items increased the contract amount to \$7,645,248, resulting in a \$606,237 change order. Staff further recommends including the additional 5% contingency to bring the revised contract amount to \$8,027,510. Moody Excavating has also requested an additional 30 days to be added to the contract time to complete the additional work. This would change the substantial completion date to February 20th, 2025 and final completion to March 22, 2025.

Council Priorities Served

Expand Infrastructure

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

Fiscal Impact

The amount of this change order, \$606,237 and the additional 5% increases the construction amount to \$8,027,510, which are funded by the FY21 and FY22 CIP Budgets.

Attachments

Butler Drive realignment Change Order #1.

Butler Drive Change Order # 1

| | Units | Original Quantity | Revised Quantity | Difference | Contract Unit Price | Extended |
|--|-------------|-------------------|------------------|--------------|-------------------------|----------------------|
| ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) | CY | 20875 | 21085 | 210 | \$ 23.44 | \$ 4,922.40 |
| BORROW EXCAVATION (UNCLASSIFIED) | CY | 74692 | 74580 | -112 | \$ 22.57 | \$ (2,527.84) |
| PLACING AND SPREADING TOPSOIL | CY | 4306 | 4322 | 16 | \$ 8.26 | \$ 132.16 |
| 18" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 3164 | 3304 | 140 | \$ 66.17 | \$ 9,263.80 |
| 30" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 80 | 86 | 6 | \$ 118.30 | \$ 709.80 |
| 48" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 0 | 349 | 349 | \$ 400.00 | \$ 139,600.00 |
| 48" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 691 | 738 | 47 | \$ 244.09 | \$ 11,472.23 |
| MANHOLES, > 8'-12' DEPTH | EACH | 0 | 1 | 1 | \$ 11,217.15 | \$ 11,217.15 |
| 48IN ENDWALL (CROSS DRAIN) 3:1 | EACH | 3 | 4 | 1 | \$ 8,598.15 | \$ 8,598.15 |
| CATCH BASINS, TYPE 12, 0'-4' DEPTH | EACH | 14 | 12 | -2 | \$ 4,290.30 | \$ (8,580.60) |
| CATCH BASINS, TYPE 12, 8'-12' DEPTH | EACH | 6 | 7 | 1 | \$ 11,217.15 | \$ 11,217.15 |
| CONCRETE CURB | L.F. | 35 | 41 | 6 | \$ 321.00 | \$ 1,926.00 |
| CLASS A CONCRETE (ROADWAY) | CY | 290 | 295 | 5 | \$ 376.34 | \$ 1,881.70 |
| TEMPORARY SILT FENCE (WITHOUT BACKING) | L.F. | 10400 | 10650 | 250 | \$ 2.68 | \$ 670.00 |
| CURB INLET PROTECTION (TYPE 4) | EACH | 48 | 47 | -1 | \$ 201.25 | \$ (201.25) |
| CATCH BASIN FILTER ASSEMBLY (TYPE 6) | EACH | 37 | 36 | -1 | \$ 230.00 | \$ (230.00) |
| SAW CUTTING ASPHALT PAVEMENT | L.F. | 1130 | 1300 | 170 | \$ 1.73 | \$ 294.10 |
| MACHINED RIP-RAP (CLASS B) | TON | 150 | 275 | 125 | \$ 44.61 | \$ 5,576.25 |
| SEEDING (WITHOUT MULCH) | UNIT | 345 | 355 | 10 | \$ 51.75 | \$ 517.50 |
| WATER (SEEDING & SODDING) | M.G. | 60 | 64 | 4 | \$ 46.02 | \$ 184.08 |
| SODDING (NEW SOD) | S.Y. | 2380 | 2580 | 200 | \$ 8.23 | \$ 1,646.00 |
| EROSION CONTROL BLANKET (TYPE I) | S.Y. | 3850 | 38900 | 35050 | \$ 3.40 | \$ 119,170.00 |
| CONCRETE MEDIAN PAVEMENT | C.Y. | 0 | 4.5 | 4.5 | \$ 1,054.80 | \$ 4,746.60 |
| 6" PVC | L.F. | 0 | 3135 | 3135 | \$ 65.66 | \$ 205,849.34 |
| 2" PVC Service (8 Stubs w/Sleeves) | EACH | 0 | 500 | 500 | \$ 58.28 | \$ 29,140.10 |
| 6" GV(s) | EACH | 0 | 5 | 5 | \$ 3,180.87 | \$ 15,904.37 |
| 6" ARV W/Manhole/Casting | EACH | 0 | 1 | 1 | \$ 13,356.28 | \$ 13,356.28 |
| Micellaneous Fittings Lump Sum | LUMP SUM | 0 | 1 | 1 | \$ 4,499.45 | \$ 4,499.45 |
| Tie In to Existing Live Sewer MH | EACH | 0 | 1 | 1 | \$ 8,738.96 | \$ 8,738.96 |
| 6" GV & Meter Box | EACH | 0 | 1 | 1 | \$ 6,543.49 | \$ 6,543.49 |
| | | | | | Total Cost CO #1 | \$ 606,237.38 |

BUTLER DRIVE REALIGNMENT

| Original Contracted Amount | | \$ 7,039,011.10 | |
|-----------------------------------|--|------------------------|--------------------------------------|
| Amended Contract Amount | | \$ 7,645,248.48 | Wednesday, June 12, 2024 |
| Change Order # | Description | Amount | New Amended Contracted Amount |
| | Original Contract Amount | | \$ 7,039,011.10 |
| 1 | CO #1 Addendum 1 and Force Main addition | \$ 606,237.38 | \$ 7,645,248.48 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Purchase of Liability, Property, Vehicle, Cyber, Crime, and Workers' Compensation Insurance Coverage

Department: Legal Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of insurance coverages for the City, summarized in Exhibit A, for FY2025.

Staff Recommendation

Staff requests Council approval and authorization to bind and pay premiums for FY25 Insurance coverages

Background Information

The following insurance coverages will be placed for the City for FY25:

1. General Liability, Auto Liability, Errors and Omissions Liability (including Employment Practices Liability), and Law Enforcement Liability from Public Entity Partners;
2. Collision and Comprehensive Vehicle Insurance for all vehicles whose value equals or exceeds \$75,000 from Public Entity Partners;
3. Catastrophic Vehicle Damage Insurance from Public Entity Partners;
4. Workers' Compensation Insurance from Public Entity Partners
5. Commercial Package Property Insurance from Travelers;
6. Crime Insurance (including Faithful Performance of Duty Coverage) from Travelers; and
7. Cyber Insurance from Cowbell Insurance Agency.

All the insurance policies being recommended are renewals from last year.

The proposed property, crime, and cyber insurance coverages (Items 4, 5, and 6) are based on the recommendation of the City's insurance broker, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher").

The property insurance market has experienced significant rate increases over the past three years due primarily to weather-related losses across the country. As a result of these market forces as well as an increase in the replacement cost of the City's insured property, the best offer Gallagher could obtain in the market was from Travelers, the City's current carrier. This offer, however, represents a 27.9% (approx. \$133,000)

increase over last year's premium, and the only way Gallagher was able to obtain this premium was if it was coupled with a reduction in the City's per occurrence limit from \$400 million to \$200 million. Were the City wanted to maintain the \$400 million limit, the City's premium would go up by at least \$400,000. Despite this significant price increase, it is my recommendation that the City continue to secure property insurance through Traveler.

It is also recommended the City continue to secure crime and cybersecurity coverage through Travelers and Cowbell, respectively. The premiums on both these policies increased modestly in terms of dollar amount over last year.

The remaining coverages would be purchased directly from Public Entity Partners without the use of a broker. Pursuant to state law and Section 2-10(E)(2)(f) of the City Code, the City may purchase from a government risk pool, like Public Entity Partners, without the solicitation and consideration of competitive sealed bids. This year the City restructured its coverages with Public Entity Partners by increasing its self-insured retentions. Under this restructured program, the City would increase its liability self-insured retention from \$500,000 to \$800,000, which would result in a 16.3% decrease in the City's premium. Similarly, the City would increase its workers' compensation retention from \$500,000 to \$550,000, which would result in a 2.4% decrease in the City's premium. By increasing these self-insured retentions, the City is reducing the total amount it is committed to pay out for insurance by taking on some of the risk of claims being higher than \$500,000. However, if claims do not reach the self-insured retention amount, any amount budgeted for the self-insured retention comes back as budget savings to the City.

The proposed risk management and insurance program will increase the City's total insurance premium costs by 2.9% (\$58,569). When the higher self-insured retentions are included, the total cost for the insurance coverages will be 11.9% more than last year. By comparison, premium costs increased by 26.2% between FY2023 and FY2024, while the total cost of coverage increased by 16.5%. The full cost of the proposed insurance program was included in the City's FY2025 budget.

Council Priorities Served

Responsible budgeting

Securing adequate insurance coverages is critical to the mitigating the costs of City inherent operating risks.

Fiscal Impacts

Total insurance costs, _____, is funded by the City's operating budget.

Attachments:

Exhibit A – Summary of Insurance Coverages

Exhibit A – Summary of Insurance Coverages

| Insurance Carrier | Insurance Coverage | Actual FY24 | Proposed FY25 | Percentage Cost Increase |
|-------------------------------|--|--------------------|--------------------|--------------------------|
| Public Entity Partners | Liability | | | |
| | Self-Insured Retention | \$500,000 | \$800,000 | 60.0% |
| | Total Premiums | \$540,297 | \$452,091 | -16.3% |
| | <i>General Liability</i> | \$83,059 | \$68,524 | <i>-17.5%</i> |
| | <i>Errors & Omissions/Employment Practices</i> | \$158,849 | \$149,642 | <i>-5.8%</i> |
| | <i>Auto Liability</i> | \$126,850 | \$89,597 | <i>-29.4%</i> |
| | <i>Law Enforcement</i> | \$171,539 | \$144,328 | <i>-15.9%</i> |
| | Maximum Expenditure for Claims Made in FY2023 | \$1,040,297 | \$1,252,901 | 20.4% |
| Travelers | Property and Building Contents | | | |
| | Premium | \$477,633 | \$610,830 | 27.9% |
| | Expiring: \$400,000,000 per occurrence limit; \$100,000 per claim deductible | | | |
| | Renewal: \$200,000,000 per occurrence limit; \$100,000 per claim deductible | | | |
| Public Entity Partners | Auto Property Damage | | | |
| | Premium | \$114,329 | \$137,406 | 20.2% |
| | Includes: 1) Auto Catastrophic (Loss from any event >\$100,000); and 2) Comprehensive/Collision for Vehicles Valued \$75,000 or more (\$5,000 per claim deductible, which are applied to liability retention.) | | | |
| Travelers | Crime (includes Faithful Performance of Duty Coverage) | | | |
| | Premium | \$8,008 | \$8,108 | 1.2% |
| | \$2,000,000 coverage for most claims | | | |

| Insurance Carrier | Insurance Coverage | Actual FY24 | Proposed FY25 | Percentage Cost Increase |
|---|---|--------------------|----------------------|---------------------------------|
| Cowbell | Cyber | | | |
| | Premium \$3,000,000 limit | \$53,861 | \$63,888 | 18.6% |
| Public Entity Partners | Workers' Compensation | | | |
| | Self-Insured Retention | \$500,000 | \$550,000 | 10.0% |
| | Premium | \$827,569 | \$807,943 | -2.4% |
| | Maximum Expenditure for Claims Made in FY2023 | \$1,327,569 | \$1,357,943 | 2.3% |
| Total Premium Costs | | \$2,021,697 | \$2,080,266 | 2.9% |
| Total Risk Management Program Costs (premiums plus self-insured retentions for liability and workers' compensation claims) | | \$3,021,697 | \$3,380,266 | 11.9% |

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: American Battlefield Trust Sub-Grant Agreement
Department: Parks & Recreation
Presented by: Nate Williams, Executive Director of Recreation Services
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

American Battlefield Trust Sub-Grant Agreement.

Staff Recommendation

Approve the sub-grant agreement with American Battlefield Trust pending Legal approval.

Background Information

The American Battlefield Trust has the opportunity to purchase approximately 31 acres located off of Agripark Drive. This property was pivotal in the start of the Civil War Battle of Stones River. The purchase can be accomplished with a National Park Service Grant, which requires a municipal participant to act as a passthrough for federal funds.

After the land purchase is completed, along with State regulatory action, the land will be deeded to the City for incorporation in the Parks & Recreation system.

Council Priorities Served

Responsible Budgeting

The grant does not require a financial match.

Fiscal Impacts

Future maintenance of the park land is anticipated to be minimal.

Attachment

American Battlefield Trust Sub-Grant Agreement

**City of Murfreesboro, TN
American Battlefield Protection Program
Battlefield Land Acquisition Grant**

GRANT SUBAGREEMENT

PROJECT SPONSOR/ SUBRECIPIENT: American Battlefield Trust

SUBRECIPIENT UNIQUE ENTITY IDENTIFIER: HQEQRKEKC2G6

GRANT SUBAGREEMENT EFFECTIVE DATE: Date subagreement is signed by the last party

GRANT SUBAGREEMENT END DATE: August 31, 2027

PROJECT TITLE: 31.6-acre Ganesh Tracts at the Stones River Battlefield, Rutherford County, TN

PROJECT DESCRIPTION: Fee-simple acquisition of the 31.6-acre Ganesh Tracts, Murfreesboro, Rutherford County, Tennessee, which is part of the Stones River Battlefield. The American Battlefield Trust will acquire the Property and hold title as landowner. A recorded easement must provide for the permanent preservation and protection of the Property by restricting the use, development, and conversion of the Property, and by requiring public access to the Property.

FUNDING:

| | |
|--|-----------------------|
| Federal Share | \$3,971,530.20 |
| Non-Federal/ Subrecipient Share | \$3,971,530.20 |
| Total Project Cost | \$7,943,060.40 |

The City of Murfreesboro, TN (herein after referred to as the “City”) has agreed to act as the Applicant and Recipient of an American Battlefield Protection Program (“ABPP”) Battlefield Land Acquisition Grant (“BLAG”) and to act as a pass-through entity for Federal funding consistent with 2 C.F.R. §200.331, on behalf of the Project Sponsor named above (herein after referred to as the “Subrecipient”) for this project. In the event the grant application results in an award of Federal funds, the City and the Subrecipient mutually agree to perform the resulting U.S. Department of the Interior, National Park Service Grant Agreement, as amended (the “Grant Agreement”), and this subagreement, in accordance with 54 U.S.C. §308103. Battlefield acquisition grant program, including the non-conversion clause of 54 U.S.C. §200305(f)(3).

Upon the BLAG award, this subagreement transfers all responsibilities and conditions assigned to the “Recipient” in the Grant Agreement to the Subrecipient unless otherwise stated in this subagreement. This subagreement is subject to the requirements of 2 CFR § 200.92 Subaward; 200.101 Applicability; and 200.331 Requirements for pass-through entities.

The Subrecipient understands and agrees that, in entering into this subagreement, it is accountable for all rules, regulations, laws, and contracts applicable to the City and pertaining to the project and funds which are the subject of this subagreement. These shall be equally applicable to the Subrecipient and may be enforced at the instance of the City to the same extent and in the same manner as such rules, regulations, laws, and contract provisions may be enforced for the City by a Federal Agency. Such enforcement action may be taken by the City when, in their opinion, the terms of this subagreement have been, or are being violated and is not dependent upon similar action being taken against the City.

It is expected that this project will be completed within the stated period of performance. Extensions to this subagreement are not a right and will be considered at the discretion of the City. Extension requests are subject to approval by both the City and NPS.

Responsibilities

Subrecipient:

1. **Statement of Work.** Subrecipient will carry out the Grant Agreement Statement of Work in accordance with the terms and conditions stated therein. The Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. **Property Use.** Subrecipient will maintain the subject property/ies for the duration of the federal interest in accordance with those guidelines pertaining to use, development, conversion, and public access set forth in the NPS Land and Water Conservation Fund American Battlefield Protection Program requirements for receiving these funds. No changes can be made to the property that would be considered partially or wholly converted to other than public outdoor recreation unless in accordance with the conservation easement or preservation agreement encumbering the property. Subrecipient shall notify the City, the property conservation easement holder, and NPS in writing prior to any changes.
3. **Project Records.** Subrecipient will maintain all project records and will submit project documents to the City for secondary recordkeeping as they become available, including but not limited to: property appraisal, appraisal review, draft easement, Section 106 documentation, final budget, project sign documentation, and recorded easement.
4. **Record Availability.** Subrecipient will make available to the City, NPS and/or their auditors the Subrecipient's records and financial statements as necessary to fulfil the requirements of the grant award and perpetual reporting requirements.
5. **Annual Reporting.** Subrecipient will submit completed drafts of SF-425, Performance Progress Report, and SF-429A forms to the City at least thirty (30) days prior to their annual due date.
6. **Post-Completion Reporting.** Subrecipient will coordinate with easement holder to submit Real Property Status Report to the City at least thirty (30) days prior to every five year anniversary of project completion.

7. **Procurement.** Subrecipient must hire qualified consultants and submit documentation to the City showing competitive selection or justification for single source procurement for contracted amounts greater than \$10,000, in accordance with 2 CFR 200.318-327.

The City:

1. **Grant Coordinator.** The City will assign a grant coordinator responsible for the City grant administration and provide contact information to the Subrecipient. The grant coordinator for this project will be:

Lidia Graham
Grant Manager
City of Murfreesboro, TN
Phone: 615-893-5210
Email: lgraham@murfreesborotn.gov

2. **Notification of Changes.** The City will notify Subrecipient of any changes to program requirements, the grant agreement, or deliverable due dates as the City is made aware of them.
3. **Review and Submittals.** The City will review and submit all documents and reports prepared by the Subrecipient to the NPS in a timely manner.
4. **Availability.** The City will respond to telephone and email inquiries in a timely manner and will attend project-related meetings or calls as requested by NPS or by the Subrecipient.
5. **Key Officials.** The City will notify the National Park Service of any permanent change in key officials.
6. **Pass-through Funds.** The City will obligate to the Subrecipient the value of funds referred to above when approved by and when funds are made available by the National Park Service and to tender to the Subrecipient that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the percentage of assistance outlined in the NPS grant agreement.

In witness whereof, the parties have executed this subagreement as of the date entered below.

AMERICAN BATTLEFIELD TRUST:

By _____ Date _____
Steve Wyngarden
Chief Administrative Officer

CITY OF MURFREESBORO, TN:

By _____ Date _____
Amanda DeRosia
Accounting Manager/Interim Director of Finance



Prepared by the American Battlefield Trust

Ganesh Tracts/Area of Potential Effect (APE) at Stones River Battlefield (Rutherford County, TN)

Ganesh Tracts/Area of Potential Effect (APE) (28.9 Acres)



Created on 9/8/23 by JM

LEGEND

TROOP MOVEMENTS

| Confederate | Union |
|-----------------|-------|
| | |
| 6:00 - 7:00 AM | |
| | |
| 7:00 - 8:30 AM | |
| | |
| 8:30 - 10:00 AM | |

LAND FEATURES & PRESERVATION

- 19th-Century Woodline
- 19th-Century Structures
- 19th-Century Roads
- 19th-Century Roads no longer in existence
- 19th-Century Fences
- Modern Roads
- Preserved by the American Battlefield Trust & other Partner Organizations
- Stones River National Battlefield Park
- City of Murfreesboro
- Target Property

UPDATED SEPTEMBER 2023



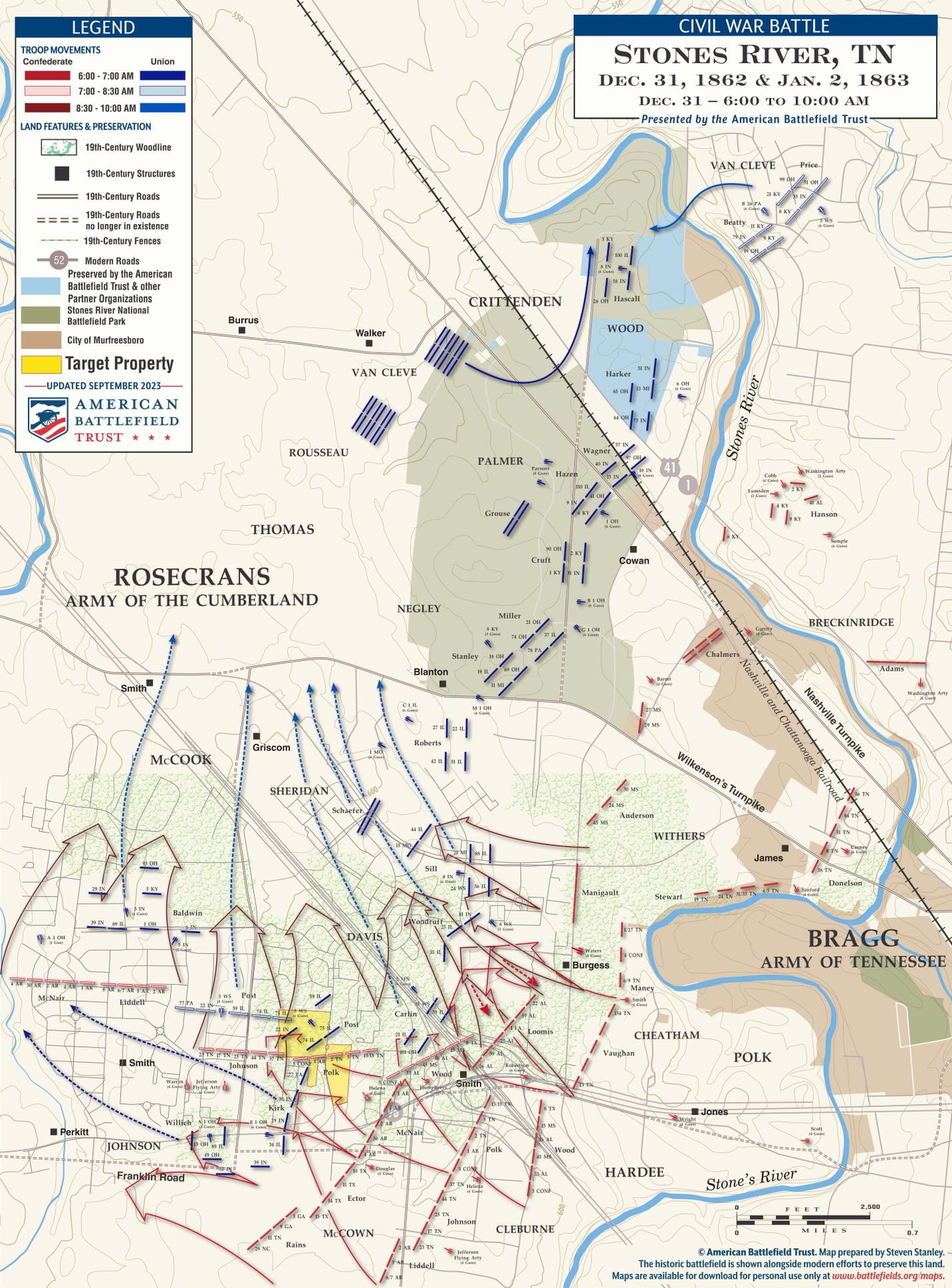
CIVIL WAR BATTLE

STONES RIVER, TN

DEC. 31, 1862 & JAN. 2, 1863

DEC. 31 - 6:00 TO 10:00 AM

Presented by the American Battlefield Trust



ROSECRANS

ARMY OF THE CUMBERLAND

BRAGG

ARMY OF TENNESSEE

0 1 2 3 4 5 6 7
FEET 2,500
MILES 0.7

© American Battlefield Trust. Map prepared by Steven Stanley. The historic battlefield is shown alongside modern efforts to preserve this land. Maps are available for download for personal use only at www.battlefields.org/maps.

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Robert Rose HVAC Equipment Contract
Department: Project Development
Presented by: Scott Elliott, Manager of Project 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

Consider approving the contract for HVAC equipment for the new MWRD Administration Building located at 316 Robert Rose Dr.

Staff Recommendation

Approve the contract with Trane U.S., Inc.

Background Information

The City began building renovations last November on the New MWRD Administration Building located at 316 Robert Rose Dr. During the renovation project it was discovered that the HVAC systems have reached their life expectancy. By replacing the HVAC systems we can better maintain and preserve the new building investment.

The City is purchasing the HVAC equipment through the Omnia Contract from Trane U.S., Inc. providing the City with a savings discount.

Council Priorities Served

Responsible Budgeting

Maintaining City Facilities in an effective manner is the most responsible means of protecting the City's most significant investments.

Fiscal Impact

The expense, \$98,763, will be funded through MWRD's working capital reserves.

Attachments

Construction Contract with Trane U.S., Inc.

**AGREEMENT BETWEEN CITY OF MURFREESBORO
AND TRANE U.S. INCORPORATED
FOR PURCHASE OF HVAC EQUIPMENT FOR 316 ROBERT ROSE DRIVE**

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 **TRANE U.S., INCORPORATED**, a corporation of the State of Delaware (“Contractor”).

This Agreement consists of the following documents:

- This Document
- Omnia Contract No. OMNIA Racine #3341, hereinafter referred to as “Omnia Contract”;
- Contractor’s Proposal # P4-166695-19618-1, dated May 16, 2024 (“Contractor’s Proposal”);
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Omnia Contract; and
- Lastly, Contractor’s Proposal, including referenced Terms and Conditions of Sale for Products.

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase the following goods as set forth in the Contractor’s Proposal and as set forth in the Omnia Contract:

- Six (6) Packaged Gas/Electric Rooftop Units, 3-25 Ton
 - i) Model GBC048A3ELB (four units)
 - ii) Model GBC060A3EMB (two units)
- Seven (7) Split System Air Conditioning Units (small) – 1.5-5 Ton
 - i) Model 4TWA7048A3*TEM6A0C48H41S (five units)
 - ii) Model 4TWA7036A3*TEM6A0C36H31S (two units)

2. Term. The term of this Agreement shall begin on the Effective Date first listed above for a period of one year. Contractor’s performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under the Agreement is set forth in the Contractor's Proposal, which reflects a **Total Purchase Price of Ninety-Eight Thousand Seven Hundred Sixty-Three Dollars and Zero Cents (\$98,763.00)**, including freight charges. 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 Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first.
 - b. Deliveries of all items shall be made within six (6) weeks of order to: 316 Robert Rose Drive, Murfreesboro, TN 37129. Delivery Contact: James Hill (tel: 615-893-6441, email: jhill@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 4. Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer and Omnia Contract. The warranty period begins on the date the equipment is delivered and accepted by the City.
- 5. 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.
- 6. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contactors, consultants, and agents."

8. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are 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 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.

9. 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 the Contractor:

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

Michael Sharp, Account Manager, Middle
Tennessee Southeast Commercial HVAC
601 Grassmere Park Drive, Suite 10
Nashville, TN 37211
Michael.sharp@trane.com

- 10. Compliance with Laws.** Contractor agrees to comply with any applicable federal, states and local laws and regulations.
- 11. 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.
- 12. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 13. 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.
- 14. No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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.
- 19. 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.
- 20. 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.
- 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, or other cause of similar or dissimilar nature beyond its control.
- 22. 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, or the Middle District of Tennessee, as applicable.

- 23. 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.
- 24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. 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

TRANE U.S., INCORPORATED

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Michael Sharp *NOTE: Subject to the Omnia - Racine*
1FC9D783DE934EE...
Michael Sharp, Account Manager Middle
Tennessee, Southeast Commercial HVAC America

Approved as to form:

DocuSigned by:
Adam F. Tucker
4AA1035551F94T1
Adam F. Tucker, City Attorney



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
All Bidders

Date: May 16, 2024

Proposal Number: P4-166695-19618-1

COOP Quote Number: P4-296144-24-001

COOP or Federal Contract ID: OMNIA Racine #3341

Payment Terms: Net 30 Days

Job Name:
316 Robert Rose Improvements

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 6)

| Item | Tag(s) | Qty | Description | Model Number |
|------|--------|-----|--|--------------|
| A1 | PA-1 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC048A3ELB* |

**Product Data - Packaged Gas/Electric Rooftop Units
All Units**

Item: A1 Qty: 1 Tag(s): PA-1

- 4 Ton
- Gas Heat – Low
- Gas/Electric
- Product Efficiency - Gen. B
- R410a Refrigerant
- 208-230/60/3
- Electro-mechanical
- Non-Fused Disconnect (Field Installed)
- Through The Base Electrical (Field Installed)
- Condenser coil hail guard (Field Installed)
- 3H/2C 7-Day Programmable Touchscreen (Field Installed)
- Motorized outside damper 0-50% (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 5,549.00

| | | | | |
|----|------|---|--|--------------|
| A2 | PA-2 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC060A3EMB* |
|----|------|---|--|--------------|

Item: A2 Qty: 1 Tag(s): PA-2

- 5 Ton
- Gas Heat – Medium

Gas/Electric
 Product Efficiency - Gen. B
 R410a Refrigerant
 208-230/60/3
 Electro-mechanical
 Non-Fused Disconnect (Field Installed)
 Through The Base Electrical (Field Installed)
 Condenser coil hail guard (Field Installed)
 3H/2C 7-Day Programmable Touchscreen (Field Installed)
 0-100% Economizer,Dry Bulb - Downflow (Field Installed)
 Barometric Relief (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 6,436.00

| | | | | |
|----|------|---|--|--------------|
| A3 | PA-3 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC060A3EMB* |
|----|------|---|--|--------------|

Item: A3 Qty: 1 Tag(s): PA-3

5 Ton
 Gas Heat – Medium
 Gas/Electric
 Product Efficiency - Gen. B
 R410a Refrigerant
 208-230/60/3
 Electro-mechanical
 Non-Fused Disconnect (Field Installed)
 Through The Base Electrical (Field Installed)
 Condenser coil hail guard (Field Installed)
 3H/2C 7-Day Programmable Touchscreen (Field Installed)
 0-100% Economizer,Dry Bulb - Downflow (Field Installed)
 Barometric Relief (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 6,436.00

| | | | | |
|----|------|---|--|--------------|
| A4 | PA-4 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC048A3ELB* |
|----|------|---|--|--------------|

Item: A4 Qty: 1 Tag(s): PA-4

4 Ton
 Gas Heat – Low
 Gas/Electric
 Product Efficiency - Gen. B
 R410a Refrigerant
 208-230/60/3
 Electro-mechanical
 Non-Fused Disconnect (Field Installed)
 Through The Base Electrical (Field Installed)
 Condenser coil hail guard (Field Installed)
 3H/2C 7-Day Programmable Touchscreen (Field Installed)
 Motorized outside damper 0-50% (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 5,549.00

| | | | | |
|----|------|---|--|--------------|
| A5 | PA-6 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC048A3ELB* |
|----|------|---|--|--------------|

Item: A5 Qty: 1 Tag(s): PA-6

4 Ton

Gas Heat – Low
 Gas/Electric
 Product Efficiency - Gen. B
 R410a Refrigerant
 208-230/60/3
 Electro-mechanical
 Non-Fused Disconnect (Field Installed)
 Through The Base Electrical (Field Installed)
 Condenser coil hail guard (Field Installed)
 3H/2C 7-Day Programmable Touchscreen (Field Installed)
 Motorized outside damper 0-50% (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 5,549.00

| | | | | |
|----|------|---|--|--------------|
| A6 | PA-7 | 1 | 3-25 Ton Pkgd Gas/Elec Rooftop - Foundat | GBC048A3ELB* |
|----|------|---|--|--------------|

Item: A6 Qty: 1 Tag(s): PA-7

4 Ton
 Gas Heat – Low
 Gas/Electric
 Product Efficiency - Gen. B
 R410a Refrigerant
 208-230/60/3
 Electro-mechanical
 Non-Fused Disconnect (Field Installed)
 Through The Base Electrical (Field Installed)
 Condenser coil hail guard (Field Installed)
 3H/2C 7-Day Programmable Touchscreen (Field Installed)
 Motorized outside damper 0-50% (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 5,549.00

Tag Data - Split System Air Conditioning Units (Small) (Qty: 7)

| Item | Tag(s) | Qty | Description | Model Number |
|------|-------------|-----|---|--------------------------|
| B1 | Cu & Ahu #2 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7048A3*TEM6A0C48H41S |

**Product Data - Split System Air Conditioning Units (Small)
 All Units**

Item: B1 Qty: 1 Tag(s): Cu & Ahu #2

4 Ton - Nominal Cooling Capacity
 4TWA7 Heat Pump Outdoor Unit
 200 - 230 Volt 3 Phase 60 Hertz
 4 Ton air handler
 Multi-poise 4-way
 High Efficiency Variable Speed
 Footprint - C
 High EFF Multi-speed
 208-230/1/60
 Standard Coil
 3.5 ton to 4.0 ton airflow
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 Single point entry kit (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)
 External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 9,519.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B2 | Cu & Ahu #3 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7048A3*TEM6A0C48H41S |
|----|-------------|---|---|--------------------------|

4 Ton - Nominal Cooling Capacity
 4TWA7 Heat Pump Outdoor Unit
 200 - 230 Volt 3 Phase 60 Hertz
 4 Ton air handler
 Multi-poise 4-way
 High Efficiency Variable Speed
 Footprint - C
 High EFF Multi-speed
 208-230/1/60
 Standard Coil
 3.5 ton to 4.0 ton airflow
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 Single point entry kit (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)
 External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 9,519.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B3 | Cu & Ahu #4 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7036A3*TEM6A0C36H31S |
|----|-------------|---|---|--------------------------|

3 Ton - Nominal Cooling Capacity
 4TWA7 Heat Pump Outdoor Unit
 200 - 230 Volt 3 Phase 60 Hertz
 3 Ton air handler
 Multi-poise 4-way
 High Efficiency Variable Speed
 Footprint - C
 High EFF Multi-speed
 208-230/1/60
 Standard Coil
 3.0 ton to 3.5 ton airflow
 7.21/9.60 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)
 External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 8,050.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B4 | Cu & Ahu #5 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7036A3*TEM6A0C36H31S |
|----|-------------|---|---|--------------------------|

3 Ton - Nominal Cooling Capacity
 4TWA7 Heat Pump Outdoor Unit
 200 - 230 Volt 3 Phase 60 Hertz
 3 Ton air handler
 Multi-poise 4-way
 High Efficiency Variable Speed
 Footprint - C
 High EFF Multi-speed
 208-230/1/60
 Standard Coil
 3.0 ton to 3.5 ton airflow
 7.21/9.60 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)
 External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 8,050.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B6 | Cu & Ahu #6 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7048A3*TEM6A0C48H41S |
|----|-------------|---|---|--------------------------|

Item: B6 Qty: 1 Tag(s): Cu & Ahu #6

- 4 Ton - Nominal Cooling Capacity
- 4TWA7 Heat Pump Outdoor Unit
- 200 - 230 Volt 3 Phase 60 Hertz
- 4 Ton air handler
- Multi-poise 4-way
- High Efficiency Variable Speed
- Footprint - C
- High EFF Multi-speed
- 208-230/1/60
- Standard Coil
- 3.5 ton to 4.0 ton airflow
- 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
- Single point entry kit (Field Installed)
- Touchscreen Programmable 4H/2C (Field Installed)
- External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 9,519.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B6 | Cu & Ahu #7 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7048A3*TEM6A0C48H41S |
|----|-------------|---|---|--------------------------|

Item: B7 Qty: 1 Tag(s): Cu & Ahu #7

- 4 Ton - Nominal Cooling Capacity
- 4TWA7 Heat Pump Outdoor Unit
- 200 - 230 Volt 3 Phase 60 Hertz
- 4 Ton air handler
- Multi-poise 4-way
- High Efficiency Variable Speed
- Footprint - C
- High EFF Multi-speed
- 208-230/1/60
- Standard Coil
- 3.5 ton to 4.0 ton airflow
- 10.8/14.4 kW Heater 208/240/3 (Field Installed)
- Touchscreen Programmable 4H/2C (Field Installed)
- External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 9,519.00

| | | | | |
|----|-------------|---|---|--------------------------|
| B7 | Cu & Ahu #8 | 1 | 1.5 - 5 Ton Unitary Split Systems (SSC) | 4TWA7048A3*TEM6A0C48H41S |
|----|-------------|---|---|--------------------------|

Item: B7 Qty: 1 Tag(s): Cu & Ahu #8

- 4 Ton - Nominal Cooling Capacity
- 4TWA7 Heat Pump Outdoor Unit
- 200 - 230 Volt 3 Phase 60 Hertz
- 4 Ton air handler
- Multi-poise 4-way
- High Efficiency Variable Speed
- Footprint - C
- High EFF Multi-speed
- 208-230/1/60
- Standard Coil
- 3.5 ton to 4.0 ton airflow
- 10.8/14.4 kW Heater 208/240/3 (Field Installed)
- Touchscreen Programmable 4H/2C (Field Installed)
- External filter rack (Field Installed)

TOTAL NET PRICE (Excluding Sales Tax).....\$ 9,519.00

TOTAL NET PRICE (Excluding Sales Tax).....\$ 98,763.00

**Michael Sharp.....Prepared by
Charles Tomlinson – Trane U.S Inc. dba Trane Technologies**

**Phone (615) 565-9422
Cell ; (615) 490-5214**

The following exclusions apply unless specifically listed in the bill of goods under product data

Smoke detectors, sensors, thermostats, disconnects, filters, corrosion coating, hurricane straps, convenience outlets, extra filters, extra sheaves, external/vibration isolation, start up and labor warranty provided by others

**Michael Sharp
Trane U.S. Inc.
601 Grassmere Park Drive, Suite 10
Nashville, TN 37211
Office Phone: (615) 242-0311**

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

316 Robert Rose Improvements

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer,

or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

316 Robert Rose Improvements

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Construction Board of Adjustments and Appeals Reappointment

Department: Mayor and Council

Presented by: Mayor McFarland

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Reappointment to the Construction Board of Adjustments and Appeals.

Background Information

The Board hears requests for variances from the adopted building codes minimum housing standards; garbage, weed and trash ordinances and, the open storage Ordinance.

As established by City Code § 7, Standard Building Code, Unsafe Building Abatement Code, Standard Excavation and Grading Code, Standard Mechanical Code), there are seven members appointed for three-year terms.

Attachments:

Memo from Mayor McFarland

No items.



... creating a better quality of life.

June 20, 2024

Members of City Council

RE: Recommended Reappointment – Construction Board of Adjustments and Appeals

As an item for tonight's City Council Agenda, I am recommending the following reappointments to the Construction Board of Adjustments and Appeals.

Reappointments

Mr. Lyle Lynch – Term expires June 30, 2027

Mr. Ryan Maloney – Term Expires June 30, 2027

Mr. John Murray – Term June 30, 2027

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland".

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 06/20/2024

Item Title: Board of Zoning Appeals

Department: Administration

Presented by: Mayor Shane McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Board of Zoning Appeals.

Background Information

The Board of Zoning Appeals hears requests for variances from the Zoning and Sign Ordinances, requests for Special Use Permits as set forth in the Zoning Ordinance and appeals from the administrative decisions.

As established by M.C.C., Appendix A, §30 the Board consists of five members who serve three-year, staggered terms.

Council Priorities Served

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Attachments

Memo from Mayor McFarland



. . . creating a better quality of life.

June 20, 2024

Members of City Council

RE: Recommended Reappointment – Board of Zoning Appeals

As an item for the Council Agenda, I am recommending the following reappointments to the Board of Zoning Appeals.

Reappointments

Julie R.P. King (term expires June 30, 2027)

Misty Lavender Foy (term expires June 30, 2027)

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor