

MURFREESBORO CITY COUNCIL  
AGENDA

June 14, 2018

7:00 p.m.

Council Chambers

PRAYER

MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

\*STARS AWARD PRESENTATION

Consent Agenda

1. A. Consider recommendations of the City Recorder/Finance Director:
  - a. Engagement Letter for Annual Actuarial Services of Murfreesboro, Tennessee **Employees' Revised Pension Plan for Budget Year 2018-2019.**
  - b. **Acknowledgement of Receipt of Interim City Manager's approved Budget Amendments** for Fiscal Year 2018 (Airport).
  - c. **Acknowledgement of Receipt of Interim City Manager's approved Budget Amendments** for Fiscal Year 2018 (General Fund/Finance).
- B. Consider recommendations of the Water Resources Board:
  - a. Renewal of Custodial Services Contract.
  - b. Bids for 2018 Water Treatment Plant Lime.
  - c. Department of Interior Geological Survey Joint Funding Agreement for East Fork Stones River Stream Monitoring.
  - d. Memorandum of Understanding with MTSU for Stormwater Education Services: Amendment to Renew MOU for 2018-2019.
  - e. John Bouchard & Sons Task Order 18-02 for Pump Station No. 10 (Thompson Lane).
  - f. ADS Professional Services Contract, Year 3 Extension.
  - g. O & M Equipment Purchase for a Trailer Mounted Sewer Jetter.
  - h. Pump Station (PS) No. 09 Replacement & Sewer Rehabilitation along Ransom Drive.
  - i. Customer Information System (CIS) Business Intelligence (BI) Module.
  - j. John Bouchard & Sons Task Order 18-03: Rebuild Aerator 2A Gearbox.
  - k. Asphalt Purchases Report.
- C. Consider recommendations of the Risk Manager: Fire and Casualty Property Insurance; Inland Marine Vehicle Coverage; and Cyber-Breach Response.
- D. Consider recommendations of the Transportation Director: Amendment No. 4 to Contract with Tennessee Department of Transportation (TDOT) for the Stones River Greenway Extension Project.
- E. Consider recommendations of the Airport Manager: Approval of Federal Aviation Administration (FAA) Agreement and Tennessee Aeronautics Division (TAD) Grant Amendment for FAA to perform a flight check of the new PAPI light system on Runway 18/36 at the Murfreesboro Municipal Airport.
- F. Consider recommendations of the Fire & Rescue Chief: Approval to purchase 2014 International Prostar Heavy Duty Semi-Tractor Truck from Navistar, Inc.
- G. Consider recommendations of the Parks & Recreation Director:
  - a. Nashville SC Cup Soccer Agreement.
  - b. Youth Summer Volleyball Camp
  - c. Hot Air Balloon Festival.
  - d. Homeschool Theatre.
  - e. All-Star Cast to Wilson County Fair.
- H. Consider recommendations of the Assistant City Manager: Change Order No. 1 to Contract for Community Technology Center (Information Provided at Later Date).
- I. Consider request from Uncle Dave Macon Days to hang a banner across East Main Street from July 5-15, 2019 to announce Uncle Dave Macon Days Festival.

Minutes

2. May 17, 2018 – Regular Meeting.

New Business

3. Consider for approval renewal of Certificates of Compliance for Wine in Retail Stores for:
  - A. Kenneth Martin Knee at Wal-Mart #5182, 2478 New Salem Highway.
  - B. Chrystal Len Agent-Smit at Walmart #5057, 2900 S. Rutherford Boulevard.
  - C. Jules Smith at Kroger #532, 2449 Old Fort Parkway; Kroger #543, 2946 S. Church Street; Kroger #529, 1776 W. Northfield Boulevard; Kroger #539, 2325 Memorial Boulevard; Kroger #564, 2050 Lascassas Pike; and Kroger #521, 1622 Middle Tennessee Boulevard.

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(Continued)

4. A. Pursuant to RESOLUTION 18-R-PH-24 adopted by the City Council on May 10, 2018, conduct a public hearing to consider a proposed amendment to rezone approximately 5.8 acres along Osborne Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District; Randy Friedsam, applicant [2018-411]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-OZ-24 to rezone an area along Osborne Lane to Single-Family Residential Ten (RS-10) District.
5. A. Pursuant to RESOLUTION 18-R-PH-25 adopted by the City Council on May 10, 2018, conduct a public hearing to consider a proposed amendment to approximately 5.01 acres in the Planned Residential Development (PRD) District located along Conhocken Court (Oak Haven PRD); Courtland Coleman, applicant [2018-413]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-OZ-25 to amend the conditions applicable to approximately 5.01 acres in the Planned Residential Development (PRD) District located along Conhocken Court (Oak Haven PRD).
6. Pursuant to RESOLUTION 18-R-PH-26 adopted by the City Council on May 10, 2018, conduct a public hearing to consider (1) adoption of a Plan of Services for and annexation of 18.75 acres and (2) zoning of approximately 18.29 acres along Armstrong Valley Road to Single-Family Residential Six (RS-6) District which have been proposed to be annexed to the City of Murfreesboro, Tennessee and rezoning of approximately 44.5 acres along Armstrong Valley Road from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District; Cornerstone Development, LLC, applicant [2018-502 and 2018-409]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
A. Conduct a public hearing on Plan of Services for and annexation of approximately 18.75 acres along Armstrong Valley Road; Cornerstone Development, LLC, applicant [2018-502].  
B. Consider for adoption RESOLUTION 18-R-PS-26 to adopt a Plan of Services for approximately 18.75 acres along Armstrong Valley Road; Cornerstone Development, LLC, applicant [2018-502].  
C. Consider for adoption RESOLUTION 18-R-A-26 to annex approximately 18.75 acres along Armstrong Valley Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Cornerstone Development, LLC, applicant [2018-502].  
D. Conduct a public hearing to consider zoning approximately 18.29 acres along Armstrong Valley Road as Single-Family Residential Six (RS-6) District, simultaneous with annexation, and to rezone approximately 44.5 acres along Armstrong Valley Road from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District; Cornerstone Development, LLC, applicant [2018-409].  
E. Consider for passage on first reading ORDINANCE 18-OZ-26 to zone an area along Armstrong Valley Road to Residential Single-Family Six (RS-6) District, simultaneous with annexation, and rezone an area along Armstrong Valley Road to Residential Single-Family Six (RS-6) District [2018-409].
7. Pursuant to RESOLUTION 18-R-PH-27 adopted by the City Council on May 10, 2018, conduct a public hearing to consider adoption of a Plan of Services for and annexation of approximately 0.96 acres along Indian Park Drive which have been proposed to be annexed to the City of Murfreesboro, Tennessee; Glen Hutchinson, applicant [2018-503]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
A. Conduct a public hearing on Plan of Services for and annexation of approximately 0.96 acres along Indian Park Drive; Glen Hutchinson, applicant [2018-503].  
B. Consider for adoption RESOLUTION 18-R-PS-27 to adopt a Plan of Services for approximately 0.96 acres along Indian Park Drive; Glen Hutchinson, applicant [2018-503].  
C. Consider for adoption RESOLUTION 18-R-A-27 to annex approximately 0.96 acres along Indian Park Drive, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Glen Hutchinson, applicant [2018-503].



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8. A. Pursuant to RESOLUTION 18-R-PH-28 adopted by the City Council on May 10, 2018, conduct a public hearing to consider a proposed amendment to approximately 4.73 acres in the Planned Commercial Development (PCD) District located at 2615 South Rutherford Boulevard (Rutherford Boulevard Self-Storage PCD); Eco-Site, applicant [2018-410]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-OZ-28 to amend the conditions applicable to approximately 4.73 acres in the Planned Commercial Development (PCD) District located at 2615 South Rutherford Boulevard (Rutherford Boulevard Self-Storage PCD).
9. A. Pursuant to RESOLUTION 18-R-PH-29 adopted by the City Council on May 10, 2018, conduct a public hearing to consider a proposed amendment to rezone approximately 3.64 acres along Franklin Road and Veterans Parkway from Commercial Fringe (CF) District to Commercial Highway (CH) District; Veterans Commons, GP, applicant [2018-412]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-OZ-29 to rezone an area along Franklin Road and Veterans Parkway to Commercial Highway (CH) District.
10. A. Pursuant to RESOLUTION 18-R-PH-30 adopted by the City Council on May 10, 2018, conduct a public hearing to consider a proposed amendment to rezone approximately 8.99 acres along Old Fort Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (Village at Old Fort PRD); Investment Partners, LLC, applicant [2018-403]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-OZ-30 to rezone an area along Old Fort Parkway to Planned Residential Development (PRD) District (Village at Old Fort PRD).
11. A. Pursuant to RESOLUTION 18-R-PH-31 adopted by the City Council on May 10, 2018, conduct a public hearing to consider amending Murfreesboro City Code, Appendix A-Zoning, Section 7-Site Plan Review; Section 26-Off-Street Parking, Queuing, and Loading; and Chart 4-Required Off-Street Parking and Queuing Spaces by Use; pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers; City of Murfreesboro Planning Department, applicant [2018-801]. Notice of said public hearing was published in the May 29, 2018 issue of a local newspaper.  
B. Consider for passage on first reading ORDINANCE 18-O-31 amending Appendix A-Zoning, Section 7-Site Plan Review; Section 26-Off-Street Parking, Queuing, and Loading; and Chart 4-Required Off-Street Parking and Queuing Spaces by Use; pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers.
12. Pursuant to provisions of T.C.A. 6-56-206 and the City Charter, conduct a public hearing to consider the proposed 2018-2019 City of Murfreesboro Budget. Notice of said public hearing was published in the June 5, 2018 issue of a local newspaper.
13. Consider any changes to the proposed 2018-2019 City of Murfreesboro Budget.
14. Consider for passage on first reading ORDINANCE 18-O-33 the Appropriations Ordinance.
15. A. Letter from City Recorder/Finance Director regarding Certified Tax Rate of \$.9494.  
B. Consider for passage on first reading ORDINANCE 18-O-34 Tax Rate Ordinance.
16. Consider for adoption RESOLUTION 18-R-10 approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2018-2019.
17. Consider for adoption RESOLUTION 18-R-11 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2018-2019.
18. Consider for adoption RESOLUTION 18-R-15 to provide post-employment benefits (OPEB) for retirees for FY 2018-2019.
19. Consider recommendations of the Deputy City Attorney: Authorization to Initiate Condemnation of Electric Easements.

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20. Consider recommendations of the Planning Commission to schedule public hearings:
  - A. Amend zoning for approximately 19.6 acres in the Westlawn PUD located along Veterans Parkway.
  - B. Rezoning approximately 5.1 acres along Manchester Pike and Maples Farm Drive from CH to RS-A (Type 2).
  - C. Annexation Plan of Services and Annexation Petition for approximately 34.8 acres located along Saint Andrews Drive and Veterans Parkway.
  - D. Zoning for approximately 28.5 acres located along Saint Andrews Drive and Veterans Parkway to CF, simultaneous with annexation.
  - E. Annexation Plan of Services and Annexation Petition for approximately 85.9 acres located along Florence Road.
  - F. Rezoning for approximately 198 acres along Florence Road from PUD, RS-10, RS-12 and County RM to RS-A Type 2 (29.91 acres), RS-6 (58.98 acres), CH (22.26 acres), CF (68.32 acres) and PRD (Windwoods PRD 0.55 acres).
  - G. Annexation Plan of Services and Annexation Petition for approximately 146.6 acres located along Bradyville Pike.
  - H. Zoning for approximately 134 acres located **along Bradyville Pike to PRD (Carter's Retreat PRD)**, simultaneous with annexation and approximately 0.1 acre to be zoned RS-10, simultaneous with annexation.
21. Consider recommendations of the City Engineer:
  - A. Proposal for Design of St. Andrews Drive, Veterans Parkway School Road A & Road C.
  - B. Construction Contract for Southwest Elementary School Site Grading & Utilities.
  - C. Kingdom Drive Bridge Development and Construction Agreement.
  - D. Construction Contract for Kingdom Drive Roadway Improvements.
22. Consider for adoption RESOLUTION 18-R-16 expressing official intent that certain expenditures to be incurred in connection with certain public works projects and related expenditures for a new elementary school on the southwest side of Murfreesboro and infrastructure related thereto, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.
23. Consider recommendations of the Assistant Parks & Recreation Director:
  - A. Approve Implementation of Mountain Bike Trails at Barfield Crescent Park.
  - B. Approve Cooperative Use Agreement with Southern Off-Road Biking Association ("SORBA").
  - C. Approve Professional Services Agreement with Griggs and Maloney, Inc.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



*... creating a better quality of life*

## CONSENT AGENDA

June 1, 2018

Honorable Mayor and Members of the City Council:

**RE: Engagement Letter for Annual Actuarial Services of Murfreesboro, Tennessee  
Employees' Revised Pension Plan for Budget Year 2018-2019**

### **Background**

The City utilizes the services of Findley (formerly Bryan Pendleton Swats & McAlister) to provide actuarial services in connection with the City of Murfreesboro, Tennessee Employees' Revised Pension Plan. Attached is the engagement letter outlining the structure for the services Findley will provide and explains the compensation for the services to be rendered.

### **Fiscal Impact**

The annual fees are estimated to be in the range of \$30,000 - \$35,000, as specified in Exhibit A. Additionally, the firm has proposed to perform a review the Impact on GASB 68 and Actuarially Determine Contributions due to Assumption Changes for an additional \$5,000 - \$10,000. The expense is to be paid from the City of Murfreesboro, Tennessee Employees' Revised Pension Plan. These services are necessary to be included in the City's annual audit report and Mr. Guyton has worked with the Pension committee and City staff for many years in guiding us through the Governmental Accounting Standards Board (GASB) requirements as well as the additional standards of the State of Tennessee.

### **Recommendation**

It is recommended that the City Council approve the engagement letter from Findley and allow the Mayor to sign the engagement letter.

### **Attachment**

#### **1. Engagement Letter**

Melissa B. Wright, CPA  
City Recorder/Finance Director

### Finance and Tax Administration

111 West Vine Street \* P. O. Box 1139 \* Murfreesboro, Tennessee 37133-1139 \* Phone 615 893 5210 \* Fax 615 848 3247  
TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

May 18, 2018

**VIA ELECTRONIC DELIVERY**

Melissa B. Wright  
City Recorder/Finance Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37183-1139

Re: Engagement Letter  
Actuarial Services for the City of Murfreesboro, Tennessee Employees' Revised Pension Plan

Dear Melissa:

Findley, Inc. appreciates our relationship with the City of Murfreesboro to provide actuarial and consulting services in connection with your Plan. We look forward to continuing to provide actuarial, consulting, administrative, compliance, testing and data management services for the above plan.

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services and
- our general business terms

This Engagement Letter, including the attached Exhibit A General Terms (also referenced as "Exhibit A," together forming the "Agreement"), is between **Findley, Inc. ("Findley, Inc.")**, and **City of Murfreesboro (the City)**, for the term indicated. Findley, Inc. is being retained by the City to perform the services outlined in this Agreement with respect to the City of Murfreesboro, Tennessee Employees' Revised Pension Plan. By signing this Engagement Letter, the City agrees to be bound by the terms of this Agreement. Throughout this Agreement (both in this letter and Exhibit A), terms such as "we", "us" and "our" refer to Findley, Inc., and terms such as "you" or "your" refer to the City. If we are contacted by persons from your organization who, in our judgment, appear to have authority to represent the City, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss Plan affairs.

This Agreement is effective for the plan year beginning July 1, 2018, and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after September 18, 2018, we reserve the right to reissue this Engagement Letter with revised fee estimates for expected services.

The City will be reviewing their current investment policy with their investment advisor during the year. A change in the investment policy will impact the expected long term rate of return assumption. It is anticipated that the City will want to know the impact on GASB 68 results and the Actuarially Determined Contribution based on changes in the assumptions. In Exhibit A we have include the fee for determining the impact of the changes in the assumptions.



Melissa B. Wright  
May 18, 2018

Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Upon the mutual agreement of both parties, Exhibit A may be revised from time to time to add or change the consulting services provided and such revised and restated Exhibit A shall continue to be covered by the Engagement Letter then in effect.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected Findley, Inc. We look forward to serving you.

Sincerely,

FINDLEY, INC.

By: Michael G. Guyton  
Michael G. Guyton, FSA, EA, MAAA  
Senior Consultant

Attachment: Exhibit A General Terms

AGREED TO:

City of Murfreesboro

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

Title: \_\_\_\_\_

## Exhibit A

### General Terms

#### Fees

The fees listed below represent our best estimate for services to the Plan. Actual fees may be higher or lower than these estimated fees. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

#### Annual Actuarial Services for City of Murfreesboro, Tennessee Employees' Revised Pension Plan

#### Fee

- Annual Actuarial Valuation and Report (Funding Report) as of July 1, 2018 **\$30,000 - \$35,000**
- Government Accounting Report as of June 30, 2018 <sup>1</sup>
- Annual Individual Benefit Statement <sup>2</sup>
- Annual Meeting

<sup>1</sup> Results will be split between Water and Sewer and other

<sup>2</sup> Two electronic files will be provided; one which will include all participants and one will include Water and Sewer Participants

#### Review of the Impact on GASB 68 and Actuarially Determined Contributions due to Assumption Changes

#### Fee

- Deterministic forecasts and/or stochastic forecasts showing the impact on GASB 68 and Actuarially Determined Contributions due to changes in the long term rate of return in conjunction with the demographic changes in assumptions including salary. **\$5,000 - \$10,000**

#### Additional Services

##### *Additional Actuarial Services*

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the entities
- Annual estimates of succeeding year contributions and accounting expense
- Quarterly funded status scorecard
- Projections of funding or accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- Study of demographic assumptions based on Plan experience
- Actuarial valuations, accounting expense and accounting disclosure determinations for Other Post-Employment Benefit Plans (non-pension) under GASB 43 and 45 City (other than listed above)
- Special financial disclosures for settlements and curtailments under GASB 43 and 45 (formerly FAS 88)
- Resolving trustee accounting or reporting problems

- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of Plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Actuarial studies involving forecasting of cash flow and/or accounting results
- Lost participant searches, address corrections
- Meetings and telephone conferences (in addition to those listed above)

#### *Participant Communication Services*

- Participant communications (other than listed above)
- Printing costs and distribution costs for SPDs or other participant communications

#### *Plan Documentation and Regulatory Compliance Services*

- Consulting services related to Plan design or Plan administration
- Drafting or review of Plan amendments, Board Resolutions and Summary Plan Descriptions (for review of legal counsel)
- Revisions or modifications to other Plan documents, such as Summary Plan Descriptions (SPDs), administrative forms, investment policy documents (for review of legal counsel)
- Assisting with determination letter applications; assistance with filing of Plan documents with IRS or other governmental authorities
- Responding on behalf of the City to questions from regulatory auditors
- Services pursuant to non-compliance with law or regulations, including corrections procedures filings and other regulatory filings
- General consulting services, such as consulting regarding Plan administrator's (a) Plan interpretations, (b) regulatory interpretations applicable to the Plan(s), statutory requirements, analyses regarding the impact of legislative or regulation changes impacting the Plan(s)

#### *Services for Other Plans*

- Coverage and nondiscrimination testing involving plans of other members of the controlled group, affiliated service group or leasing/recipient organization
- Any other services associated with other plans sponsored by the City or other related organizations

## Billing Rates

Findley, Inc.'s schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. Findley, Inc. current average hourly rates as of January 1, 2018:

Senior Consultant/Principal	\$395 - \$485
Consultant	\$230 - \$395
Technician/Analyst	\$165 - \$230
Administrative	\$ 80 - \$165

Periodically, Findley, Inc. hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

## Expenses

There are three categories of expenses that the firm may bill in addition to the hourly rates listed above.

- *Out-of-pocket* expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed at cost.
- *Administrative* expenses for copying, faxing, long-distance phone calls, etc. will be billed at cost.
- Any applicable *taxes, charges and other levies* associated with the agreed upon services rendered by Findley, Inc... This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of Findley, Inc...

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

## Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay Findley, Inc. payment within 35 days after the statement date.

Our billing statements are due and payable within 35 days after the statement date. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 35 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

## Potential Conflicts of Interest Disclosure

We know of no circumstances that create a conflict of interest in our services to you.

## Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan(s). At the present time, there is no indirect compensation expected.



## Confidentiality of Plan and Participant Data

Findley, Inc. acknowledges and understands that all City information or Plan information provided by City to Findley, Inc. is confidential. Findley, Inc. will not sell, rent, lease or in any way transfer City information provided from City to Findley, Inc. under this Agreement to a third party, except as expressly agreed to by you in writing. Findley, Inc. will have no proprietary interest or right to use City or Plan information, except as provided in this Agreement. Findley, Inc. will take all reasonable and necessary steps to prevent the misuse of City or Plan information.

Findley, Inc.'s reports, letters, memos, emails or other consulting work products furnished to you are for the use of the City and its agents, advisors and auditors, and for the business purposes stated therein. Findley, Inc. is not responsible for the reliance upon these work products by any other party.

Findley, Inc. acknowledges that it will have access to data that is personal information, including any and all identifying information of the employees of City ("Personal Information"). Findley, Inc. shall use any Personal Information it receives from City only to fulfill its obligations under this Agreement.

Findley, Inc. shall promptly notify City in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. On termination of this Agreement, Findley, Inc. shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with Findley, Inc.'s file retention policies.

## Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You

agree to pay for all services provided by us up to the date of termination.

## Dispute Resolution

In the event of any dispute between the parties with respect to our services, each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in Nashville, TN, or such other location as the parties may agree upon.

## Indemnification

To the extent permitted by law, you agree to hold Findley, Inc. harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the Plan or of Plan related services by the City, Plan Administrator or other third party vendor. This indemnification does not include claims, losses, damages, liabilities, costs or any other expenses attributable to any negligence or willful misconduct by Findley, Inc. in the performance of our services under this Agreement.

Findley, Inc. shall not be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or the other party's authorized agents; (b) interruptions or delays affected by information or communications systems not resulting from the fault of Findley, Inc.; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d) suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country making it illegal or impossible for Findley, Inc. to perform its obligation under the Agreement; or (h) other unusual circumstances not reasonably within the control of Findley, Inc..

## Mutual Responsibilities

**Timeliness and Accuracy of Data.** You will provide us with the requested participant and other Plan information that we need in order to perform our services. You will be responsible for ensuring that the information is accurate and complete. Although Findley, Inc. will perform reasonableness checks on the participant data, Findley, Inc. will have no other responsibility to independently verify the accuracy of the participant data that you provide. Findley, Inc. assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. Findley, Inc. will not be liable for any errors or omissions made as a result of incomplete or incorrect information that is furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

Findley, Inc. may occasionally identify errors or discrepancies in the data, eligibility determination, contribution calculation, or other items. We will notify you of any apparent discrepancies, and will work with you to resolve the discrepancies if requested. Resolving these discrepancies may result in additional services not included within the scope of our standard fees. Findley, Inc. is not responsible for performing additional services, even if we have performed these additional services in the past.

**Conversion.** We will work with your current providers to determine an appropriate file format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless otherwise instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records.

If instructed by you or your legal counsel, and within the scope of our engagement, we will conduct reviews of Plan documentation, participant communication and/or Plan operation to evaluate whether your Plan(s) was (were) in proper compliance with applicable law and regulations and/or the provisions of Plan documents for the specified period. We will report to you any issues we think should be addressed, and will make recommendations for necessary action for consideration by you and your legal counsel.

**Maintenance and Transfer of Records.** Findley, Inc. will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to Findley, Inc. for all outstanding fees and expenses to date, Findley, Inc. will furnish the City, upon the City's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with Findley, Inc.'s file retention policies.

## Limitations on Findley, Inc. Services

***Findley, Inc. is not a law or accounting firm and does not provide legal or tax advice.*** Any documents that we prepare are specimen documents that are for review by your legal counsel and that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

***Findley, Inc. is not a fiduciary, investment advisor, or the plan administrator of the Plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise.*** You are responsible for all discretionary decisions relating to the Plan(s). Findley, Inc. may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, Findley, Inc. may perform certain services, acting as agent to the City and the fiduciaries to the Plan(s). Findley, Inc. performs such services in an administrative, nondiscretionary capacity only according to Plan documents and other procedures and exercises no

discretion as to the administration of the Plan(s) and the management of Plan assets. Findley, Inc. does not invest trust assets or prepare trust accounting statements. Findley, Inc. does not monitor investment performance or the performance of investment management or advisors. Findley, Inc. does not handle Plan assets. Findley, Inc. does not provide services that would constitute investment advice to either the plan sponsor or any plan participant. Findley, Inc. does not determine the value (or the appropriateness of the value) of any asset held by the Plan(s).

**Findley, Inc. Role in Regulatory Compliance.**

Findley, Inc. helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These

compliance requirements and duties are numerous, including, but not limited to:

- Participant communications, whether periodic or driven by participant or plan events
- Reporting and disclosure to regulatory authorities
- Maintenance of plan documents in accordance with law and regulation
- Financial transactions

Findley, Inc. is ready to assist in each of these areas to ensure compliance. Unless otherwise specifically indicated in our description of services, the City is responsible for meeting all compliance requirements of the Plan(s).



*... creating a better quality of life*

## CONSENT AGENDA

June 1, 2018

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2018 Budget Amendment

Attached you will find a budget transfers as approved by the City Manager on June 1, 2018.

The first transfer is within the General Fund. It is moving funds from Airport Fixed Assets Expenses roll up category, Airfields object code, into the Airport Operating Expenses, Supplies for Resale. This \$125,000.00 transfer will have no effect on Fund Balance.

The second transfer is within the General Fund. It is moving funds from Airport Fixed Assets Expenses roll up category, Airfields object code, into the Airport Operating Expenses, Repair & Maintenance – Grounds & Improvements. This \$24,500.00 transfer will have no effect on Fund Balance.

Additional information is available on the following page. This is being placed on Consent Agenda as a proof of notification to Council as required by Ordinance 15-O-48.

Melissa B. Wright  
City Recorder, Finance Director



### Inter-Fund Budget Amendment Request

Mr. Crumley,

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

Budget Fiscal Year: 2018

Move funds from:

Org 1209  
Object 593300  
Acct Name Airfields  
Amount \$125,000

Move funds to:

Org 1208  
Object 535000  
Acct Name Supplies for Resale

Explanation: The Airport Fund has sold more fuel than anticipated this year. Funds are available in fixed assets that will not be spent in FY 2018.

Move funds from:

Org 1209  
Object 593300  
Acct Name Airfields  
Amount \$24,500

Move funds to:

Org 1208  
Object 526500  
Acct Name Repair & Maintenance - Grounds & Improvements

Explanation: These funds were budgeted in fixed assets but should have been budgeted in operating. This move is just a correction to the budget.

[Signature]  
Department Head Signature

5-24-2018  
Date

Amanda DeRosia  
Reviewed by Finance

05/24/2018  
Date

Approved ☒

[Signature]  
City Manager

Declined ☐

Date

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





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## CONSENT AGENDA

June 6, 2018

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2018 Budget Amendment

Attached you will find a budget transfers as approved by the City Manager on June 5, 2018.

The transfer is within the General Fund. It is moving funds from Finance Operating Expenses roll up category, Office Supplies & Materials object code, into the Finance Fixed Assets Expenses, Furniture & Fixtures. This \$915.00 transfer will have no effect on Fund Balance.

Additional information is available on the following page. This is being placed on Consent Agenda as a proof of notification to Council as required by Ordinance 15-O-48.

Melissa B. Wright  
City Recorder, Finance Director



**Inter-Fund Budget Amendment Request**

Mr. Crumley,

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

Budget Fiscal Year: 2018

Move funds from:

Org 10112008  
Object 531000  
Acct Name Office Supplies & Materials  
Amount \$915

Move funds to:

Org 10112009  
Object 594901  
Acct Name Furniture & Fixtures

Explanation: To purchase roller blinds to make cash counting at customer service areas discreet,  
and to signify that the receptionist is away from her desk.

Melissa Wright  
Department Head Signature

6-4-18  
Date

Melissa Wright  
Reviewed by Finance

6-4-18  
Date

Approved	<input checked="checked" type="checkbox"/>	<u>James H. Crumley</u> City Manager
Declined	<input type="checkbox"/>	<u>6.5.18</u> Date

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



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## **CONSENT AGENDA**

May 24, 2018

Honorable Mayor and Members of the City Council:

**RE: Water Resources Board Recommendations to the City for the Council Consent Agenda from the Board Meeting held May 22, 2018**

### **A. Custodial Services Contract Renewal**

#### **Background**

Murfreesboro Water Resources Department received bids on June 5, 2017 to provide custodial services to the following locations:

- **Operations & Maintenance, 1725 S. Church St.**
- **Administrative Offices, 300 NW Broad St.**
- **Engineering, 220 NW Broad St.**

The original contract, effective July 1, 2017, was awarded to Culp's Cleaning Service.

#### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

#### **Recommendation**

It is recommended that City Council extend the agreement. The contract may be renewed, by mutual written agreement for an additional two-year period, which ends on June 30, 2020.

#### **Fiscal Impact**

The Department budgeted \$48,100 for the first year which included an initial deep cleaning fee. All terms and conditions of the contract remain the same and staff anticipates year two and three costs to be \$46,000.

#### **Attachments**

Culp's Cleaning Service Contract Renewal



## **B. 2018 Water Treatment Plant Lime Bid**

### **Background**

Invitations to Bid of lime for use at the Stones River Water Treatment Plant were advertised and released for bid on April 17, 2018. Bids were publicly opened on Wednesday, May 2, 2018 in the MWRD Administration Conference Room at 2:00 p.m.

The raw bid tabulation is as follows with bid prices including freight.

<b>Company Name</b>	<b>Calcium Oxide Price / lb</b>
Carmeuse Lime & Stone	0.10867

This Invitation to Bid was sent out after the last chemical bid where we did not receive any bids for lime. Staff spoke with representatives of Carmeuse and Mississippi Lime and Staff expected both to respond to the bid. Unfortunately, only Carmeuse submitted a bid.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendations**

It is recommended that City Council approve the bids from the following responsive and responsible bidders as identified below.

<b>Company Name</b>	<b>Chemical</b>	<b>Unit Price</b>	<b>Estimated Annual Expense</b>
Carmeuse Lime & Stone	Calcium Oxide	\$0.10867	\$210,000.00

Staff has previously worked with Carmeuse Lime & Stone. They have a good working relationship with the Department for the chemical being supplied.

### **Fiscal Impact**

The price of the chemicals will be reflected in the FY 2018-19 Operating Budget with a contract price through June 30, 2019. The estimated annual expense for FY 2018-19 Operating Budget is identified in the table.

## **C. Department of Interior Geological Survey – Joint Funding Agreement East Fork Stones River – Stream Monitoring**

### **Background**

Attached for the Board's consideration is an agreement between the Department of Interior and the Murfreesboro Water and Sewer Department for a program of water resources data collection on the East Fork of the Stones River. This program includes the operation of a stream flow gauge and a water quality monitoring station at the discharge of the Sinking Creek Wastewater Treatment Plant.

This is a standard agreement under which we have participated for several years in monitoring the base flow on the East Fork Stones River. This information will be critical in the event that the East Fork Stones River is ever permitted as a receiving stream for MWRD.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendation**

It is recommended that City Council approve the agreement as presented.

### **Fiscal Impact**

The cost to the Department is \$22,950 per year with USGS matching \$12,050 for a total of \$35,000. This program is included in the proposed 2018-2019 fiscal year budget and is unchanged from the previous fiscal year.

### **Attachments**

US Department of the Interior Joint Funding Request Letter

### **D. Memorandum of Understanding with MTSU for Stormwater Education Services Amendment to Renew MOU for 2018-19**

### **Background**

Public education and participation is a core requirement of the State-issued stormwater discharge permit under which the City of Murfreesboro operates. The City's annual report to TDEC includes a record of the outreach and education done during the year.

In 2011, the City and MTSU entered into a memorandum of understanding (MOU) for MTSU to do education projects for us related to stormwater and surface water quality. We have continued with that MOU by annual renewals since then. The MOU sets a base amount of \$45,000 and allows up to \$60,000 in payments by the City to MTSU. The average cost the past few years has been \$46,100.

Each year MTSU and the City agree on a set of projects and events. These include education and outreach targeted to selected businesses or properties (for example, adjacent a stream); activities (TV spots, stream clean-up events, tree-planting, audits of facilities and follow-up education, etc.); classroom teaching; and setting up and staffing outreach events (Earth Day, school field days, etc.). Projects vary from year to year based on program needs and goals.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendation**

It is recommended that City Council renew the MOU without changes.

### **Fiscal Impact**

There has been \$50,000 included in the 2018-19 fiscal year budget for education services and would be paid out of stormwater funds, account no. 20951.001.

### **Attachments**

Copy of MOU renewal amendment and MOU

#### **E. Pump Station #10 (Thompson Lane) John Bouchard & Sons Task Order 18-02**

### **Background**

Staff is requesting approval for Task Order 18-02 under the annual Water/Wastewater System Mechanical/Electrical Services Contract with John Bouchard & Sons (JBS) to furnish all labor to repair the discharge piping and replace system valves located in Pump Station #10 (Thompson Lane).

The piping has developed a blockage and will not allow the pump to operate and the valves will not close. Therefore, staff anticipates damages to both check valve and plug valve that will require replacement of both.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendation**

It is recommended that City Council approve Task Order 18-02 for John Bouchard & Sons to repair piping and valves on Pump Station #10 (Thompson Lane).

### **Fiscal Impact**

The total fiscal impact to initiate this task order is \$17,563.03. The valves will be furnished by the department at a cost of \$6,000. In addition to the valves, the department will furnish the bypass pumping equipment for a cost of \$3,030.48. The labor will be provided by JBS is \$8,532.55.

### **Attachments**

Task Order No. 18-02

Quotes

Photo of piping to be replaced

#### **F. ADS Professional Services Contract Year 3 Extension**

### **Background**

Currently, the Department is contracted with ADS, LLC to operate and maintain the Department's nineteen (19) permanent flow monitors and seven (7) rain gauges, to analyze data recorded from these monitors and to report on this data annually. These annual reports, report wet and dry weather capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. They also are contracted to perform temporary flow

monitoring, analyze the temporary data recorded and report findings as well as perform field investigations. The current Professional Services Contract is in its second year and is set to expire June 30, 2018. However, the provision in Section 3.0 allows for the contract to be extended for two additional one-year periods.

ADS has submitted a memo for year 3 prices. Year 3 prices were increased 2.1% over Year 2 pricing per the “Southern” CPI Index. This index was agreed upon as a maximum increase per year per the contract. Staff wishes to extend the professional service agreement with ADS for Year 3. The services of ADS have been invaluable to the Department. The annual capacity assurance evaluations along with their entire realm of services have given staff information regarding areas in need of rehabilitation.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendation**

It is recommended that City Council approve the Year 3 Contract Amendment of the Professional Services Agreement with ADS, LLC. Final form of the amendment will be subject to City Legal Department approval.

### **Fiscal Impact**

The amount of the contract is within the 2018-2019 (FY19) budgeted amount of \$300,000.

### **Attachments**

ADS Letter

## **G. O&M Equipment Purchase Trailer Mounted Sewer Jetter**

### **Background**

In MWRD’s 2017 – 2018 Capital Budget, under *370 New Equipment – Vehicles* there is a line item to purchase a hydraulic sewer line easement cleaning machine. While using our CCTV equipment to perform a pipeline assessment, we discovered a large part of our infiltration and inflow problems were directly related to manholes located along waterways in remote areas of our system. Debris including gravel, rocks, and trash are causing backups and loss of capacity making it imperative to clean the lines. This sewer jetter is specifically designed to break up blockages, flush out debris, and thoroughly clean the sewer lines in isolated areas not accessible by vacuum trucks.

### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

### **Recommendation**

It is recommended that City Council approve the purchase of a trailer mounted sewer jetter in the amount of \$59,498.60 with funding coming from the FY 2018 Budgeted Capital Account.

## Fiscal Impact

The amount budgeted for this equipment was included and approved in MWRD's Capital Budget FY 2018 under *390 New Equipment-Vehicles* in the amount of \$60,000.

## Attachments

Trailer Mounted Sewer Jetter Photo

## H. Pump Station (PS) #09 Replacement and Sewer Rehabilitation along Ransom Drive

### Background

In May 2015, the Board approved the Engineering necessary for the design to replace the existing Ransom Drive Pump Station (PS#9) and forcemain as well as some gravity sewer main replacement. PS #9 is along the rear of a property, within easement, at 1959 Ransom Drive. Per our records, this station was installed in 1964. The manufacturer was Cantex and they are no longer in business which makes the replacement parts difficult to find. The sewer forcemain is four (4) inch cast iron and it extends from the station, between houses that front Minerva Drive. Not only had the PS and forcemain reached their useful life, but there are also eight (8) and ten (10) inch sewer mains that need to be replaced.

Last year, bids were received on June 13, 2017 for the pump station replacement and brought to the Board at the June 2017 meeting with the recommendation to reject the bids. The following table lists the bids from last year.

Company	Base Bid
Richland, LLC	\$481,830 (Rescinded bid w/in 24 hours)
J. Cumby Construction, Inc.	\$879,455
Jarrett Builders, Inc.	\$900,000
W&O Construction	\$1,089,000

Staff believed gathering some more information and rebidding the project this year may afford us some cost savings. New bids were received May 10<sup>th</sup>; however, the bids came in higher than the last year. Below are the new bids.

The bids received were as follows:

Company	Base Bid	Alternate #1	Total Bid
SBW Constructors, LLC	\$647,417	\$287,415	\$934,836
W&O Construction	\$845,310	\$334,990	\$1,180,300

There was an Alternate #2 for the option to have an electric service for one of the homes affected by the project to be changed from an overhead service to an underground service, however, staff has decided not to add this alternate to the project. Bypass pumping, the tight constraints on ingress/egress and the restrictions within the residential area increase the costs substantially. In addition, there is enough work on the market, we had a couple of plan holder decide not to bid the project.

## Concurrences

The Water Resources Board recommended approval at its meeting of May 22, 2018.

## **Recommendation**

It is recommended that City Council approve awarding the project, to include Alternate #1, to SBW Constructors, LLC for a total of \$934,836.

## **Fiscal Impact**

This construction project was programmed into the Department's 5-year capital improvement plan last year in the amount of \$650,000; however, it was adjusted to \$850,000 after the initial bids were received. The current low bid is \$84,836 over this re-programmed amount, however, there are sufficient funds in Working Capital Reserves to fund the project.

## **Attachments**

CIA Recommendation

### **I. Customer Information System (CIS) Business Intelligence (BI) Module**

#### **Background**

In August 2016 staff proposed, and the Board approved, a consulting arrangement with Blue Margin to develop a Master Plan and Project Plan related to reporting from our CIS and Financial Information System (FIS) applications.

We did not, however, contract with Blue Margin at the time. Murfreesboro City IT, along with MWRD IT staff, attempted to create BI reporting using Microsoft Power BI software. However, due to staff limitations and shortages, minimal work has been accomplished toward our goals.

Our CIS vendor, Advanced Utility Systems (AUS), has developed a module in conjunction with Altair's Carriots Analytics software. The module contains over 40 canned reports using CIS.Infinity customer data. In addition, the software is compatible with our FIS and Advance Metering Infrastructure (AMI) databases, giving us the ability to create reports from those platforms as well.

#### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

## **Recommendation**

It is recommended that City Council approve to acquire and install the Infinity.BI module from Advanced Utility Systems.

## **Fiscal Impact**

The cost of \$48,000 is requested to be paid from our capital reserves. The original \$50,000 earmarked for Blue Margin in FY17 was not expended and put into the Department's working capital reserves; additionally, staff earmarks approximately \$150,000 annually from reserves for expenses associated with information technology systems hardware and software upgrades.

## **Attachments**

Advanced Utility Systems Infinity.BI Carriots Analytics

### **J. Rebuild Aerator 2A Gearbox John Bouchard & Sons Task Order 18-03**

#### **Background**

Staff is requesting approval for Task Order 18-03 under the annual Water/Wastewater System Mechanical/Electrical Services Contract with John Bouchard & Sons (JBS). The Oxidation Ditches at the Water Resource Recovery Facility are a key unit of the treatment process. The system relies on nine 200 HP Aerators mechanically introducing oxygen into the mixed liquid. The major components of the Aerators are the Motors, Gearboxes, and 17' Impellers.

Maintenance staff with advice from the manufacturer has determined that the gearbox on Aerator 2A needs to be rebuilt. After 19 years of service, the wear on the gears has caused excessive spacing between the pinion and the drive gear and to a slightly lesser extent, between the reducing gears.

#### **Concurrences**

The Water Resources Board recommended approval at its meeting of May 22, 2018.

#### **Recommendation**

It is recommended that City Council approve Task Order 18-03 for John Bouchard & Sons to rebuild the Oxidation Ditch Aerator Gearbox.

#### **Fiscal Impact**

The total fiscal impact to initiate this task order is \$21,000 from Department's working capital reserves.

#### **Attachment**

Task Order No. 18-03

### **K. Asphalt Purchases Report**

#### **Background**

The Legal and Purchasing Departments requested O&M to report monthly asphalt purchases to the Board and Council as consistent with a purchase of a perishable commodity pursuant to the Murfreesboro City Code Section 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7). Any such purchases shall be reported at least monthly to the City Council. If this method is used for fuel and fuel products, the purchase should be based, whenever possible, on three (3) competitive prices.

The City Code section merely says "report" not "approval". Thus, staff will be placing a report (attached) on the Water Resources Board and City Council consent agenda monthly, but will be making the purchases prior on an "as needed" basis in conjunction with O&M's construction projects.

The last sentence of 2-10(E) (7) states that if this method is used for fuel & fuel products (e.g., asphalt), the purchases should be based on 3 competitive prices whenever possible. Staff will seek three (3) competitive quotes; however, it is very rare if all paving manufacturers are paving the necessary “mix” for the application required by O&M crews. O&M uses hot mix binder and topping courses for its work associated with repairing trenches in City roads.

In most instances, the asphalt manufacturers are manufacturing different asphalt mixes and as such O&M’s purchase is a sole source. This will all be documented per the attached report.

**Recommendation**

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

**Fiscal Impact**

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year.

**Attachment**

Asphalt Purchases Report

Respectfully submitted,

Darren W. Gore  
Director

Attachments



## CONTRACT RENEWAL

On or about July 1, 2017, Culp's Cleaning Service, LLC and the City of Murfreesboro entered into a contract for services. ("Contract")

1. Pursuant to Section 2 of the Contract, the parties agree hereby to renew the Contract for an additional two-year period, which ends on June 30, 2020.
2. All other terms and conditions of the Contract remain the same.
3. This renewal is effective as of July 1, 2018.

**CITY OF MURFREESBORO:**

**CULP'S CLEANING SERVICE, LLC**

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

\_\_\_\_\_  
By: Michelle Culp, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Craig D. Tindall, City Attorney



## United States Department of the Interior

**U.S. GEOLOGICAL SURVEY**  
**Lower Mississippi Gulf Water Science Center**  
**Nashville Office**  
**640 Grassmere Park, Suite 100**  
**Nashville, TN 37211**

April 27, 2018

Darren Gore  
City of Murfreesboro  
PO Box 1477  
Murfreesboro, TN 37133-1139


Dear Mr. Gore,

Enclosed are two signed originals of our standard joint-funding agreement between the United States Geological Survey (USGS) and City of Murfreesboro, during the period of July 1, 2018 through June 30, 2019. The agreement is to maintain in cooperation the operation of a continuous discharge and water quality monitoring stations and collection of discharge data at the US Army Corp of Engineers stream gage on East Fork Stones River near Lascassas (Station Number 03427500). The total cost for this agreement is \$35,000, USGS's contribution is for \$12,050 and City of Murfreesboro contribution is for the \$22,950. Please sign and return one fully-executed original to **Desvin Jones at the address of 3535 S. Sherwood Forest Boulevard, Ste. 120 Baton Rouge, LA. 70816.**

This is a fixed cost agreement to be billed **annually** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at [ddjones@usgs.gov](mailto:ddjones@usgs.gov). Also, you can contact Shannon Williams by phone number (615) 837-4755 or email [swilliam@usgs.gov](mailto:swilliam@usgs.gov) to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

  
*Shannon D. Williams*  
acting for WSGain  
W. Scott Gain  
Director, LMG Water Science Center

Enc.: 18ESTN000000022 (2)

**Sixth Amendment to Memorandum of Understanding  
between  
the City of Murfreesboro, Tennessee  
and  
Middle Tennessee State University**

This Amendment to the Memorandum of Understanding (MOU), MTSU Contract Number C13-0272 between the City of Murfreesboro, Tennessee, and Middle Tennessee State University shall be effective July 1, 2018, through June 30, 2019.

This Amendment serves to renew the Memorandum of Understanding for the term stated above; all other terms and conditions of the MOU remain unchanged and are hereby ratified and affirmed.

**City of Murfreesboro**

**Middle Tennessee State University**

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

By: \_\_\_\_\_  
Alan Thomas  
Vice President,  
Business and Finance

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

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

Approved as to form:

\_\_\_\_\_  
Craig Tindall  
City Attorney

**Memorandum of Understanding**

**WHEREAS**, Middle Tennessee State University ("MTSU") and the City of Murfreesboro, Tennessee ("City") have entered into a Memorandum of Agreement to be co-permittees for the NPDES General Permit for Phase II MS4's; and

**WHEREAS**, said Memorandum of Agreement provides that MTSU will offer the support of its resources in managing the six minimum measures under the NPDES General Permit, including but not limited to, Public Education and Participation and Pollution Prevention and Good Housekeeping for Municipal Operations; and

**WHEREAS**, MTSU and the City also entered a Memorandum of Understanding with an effective date of February 1, 2011, and now would like to replace that Memorandum of Understanding with a new Memorandum of Understanding ("MOU") to provide specificity as to said means and forms of support.

**NOW THEREFORE MTSU AND THE CITY HEREBY ENTER INTO THIS MOU AND AGREE AS FOLLOWS:**

1. MTSU will provide annual assistance with Public Education and Participation Outreach projects during consecutive years of this MOU as described below; all references to "BMP" and a number refer to a "Best Management Practice" and the related number as shown on the City's Notice of Intent for a NPDES Permit filed by letter dated December 29, 2010, and subsequent mailing May 27, 2011. Notice of Coverage was received July 11, 2011.
2. The City will maintain a list of projects based on education-related needs of the City's storm water and surface-water quality program and shall associate a value in dollars for each project. A list will be made available to MTSU Facilities Management at least 90 days prior to start of the fiscal year. The project list will serve as the menu of services and values for which the City will pay MTSU over the course of the year. In general, the types of services are those listed in item 3.
3. Public education, participation and outreach involves activities, such as:
  - *Cooperating with other community and water-quality advocacy groups*
  - *Public service announcements*
    - *Community radio campaign*
    - *Local radio airplay*
    - *Local TV/video spots*
  - *Developing content for print, radio, TV, and internet*

- *Various NPDES permit assistance, such as:*
  - *Pollutant source tracking*
  - *Public Involvement and Education (PIE) plan* also (BMP1G) assist and provide support and resources as directed.
  - *Permit documentation and tracking-* assist City and MTSU campus staff with related documentation and tracking as requested by utilizing CBI software or other procedures determined for best tracking capabilities and use.
  - *Permit Effectiveness-* Share options and guidance for measuring effectiveness of campaigns and education such as change in thinking (perceptions, behaviors) and options for tracking mechanisms for measurable success as available.
  - *Annual Targeted Sub-Watershed projects* – assist as directed for City (ex. Promote community awareness, assist with annual events and publicize to solicit participation, help create a sense of personal pride/ ownership).
- *Hot Spot Outreach and Education* – Work with the City to identify possible development of project targeted materials/resources.
- *Watershed-specific educational events* -(BMP1C) assist and offer support and help document as directed or applicable including but not limited to:
  - *Annual Tree Day and/or other planting events*
  - *Annual Boat Day*
  - *Annual Stones Throw Away*
  - *Annual Earth Day events*
  - *Annual Organization/Business Fairs (Master Gardeners, etc)*
  - *Annual Pharmaceutical/ Drug Take-Back events*

The specific assistance and services to be provided by MTSU may vary from year to year by further agreement between MTSU and the City.

4. MTSU will provide assistance with Pollution Prevention and Good Housekeeping for Municipal Operations by continuing to develop concept of online stormwater education and training classes. Support and assist as directed with potential benefits to the following permit sections BMP2C, 2E, 5A, 5B, 5C as it relates to Good Housekeeping.
5. The term of the MOU shall be one year. The MOU may be renewed for additional annual terms for up to ten years, at which time the parties may agree to continue the MOU. Either party may terminate the MOU upon ninety (90) days prior written notice.
6. MTSU shall invoice the City \$11,250 per quarter for a total fixed payment of \$45,000 in the first year of this MOU. The City may request and pay for services on a supplemental project list provided by the City for each fiscal year, up to a maximum of \$15,000 per year.



Invoices will be emailed to:

Debi Noyce, Accounts Payable Specialist  
Murfreesboro Water and Sewer Department  
[dnoyce@murfreesborotn.gov](mailto:dnoyce@murfreesborotn.gov)

Payments will be sent to: MTSU  
Facilities Services Box 32  
1301 East Main St  
Murfreesboro, TN 37132

7. The City warrants that no fee or compensation has been paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, contractor to the City in connection with any work contemplated or performed relative to this agreement. Notwithstanding anything to the contrary in the foregoing, nothing in this paragraph shall be construed to prevent MTSU from paying any of its employees working in conjunction with this MOU from funds received from the City.
8. It is the policy of the City and MTSU not to discriminate on the basis of age, race, sex, color, national origin, disability or veteran status 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 MOU, the parties certify that they will comply with this policy.
9. The parties shall comply with the applicable federal and Tennessee laws and regulations in the performance of this MOU.
10. Effective July 1, 2012, this MOU shall replace in its entirety the Memorandum of Understanding with an effective date of February 1, 2011, which shall then be of no further force or effect. This MOU is not intended, and shall not be construed, to modify any of the terms and conditions of the Memorandum of Agreement between the parties or their NPDES General Permit.

City of Murfreesboro

Middle Tennessee State University

By: Tommy Bragg, Mayor

By: John W. Cothran

Title: MAYOR

Title: John W. Cothran  
Senior Vice President

Date: 9-12-12

Date: 9/5/12

Approved as to form:

Attest:

Susan Emery McGannon  
City Attorney  
Susan Emery McGannon



**TASK ORDER NO. 18-02**

**May 1, 2018**

**BETWEEN**

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO  
acting by and through the Murfreesboro Water and Sewer Department**

**UNDER**

**Water/Wastewater System Mechanical/Electrical Services Contract**

**DATED**

**TBD**

**FOR**

**Thompson Lane Pumping Station – Valve Replacement**



***Task Order No. 18-02***

***Valve Replacement***

***Thompson Lane Pumping Station***

**BACKGROUND**

JBS was informed that a blockage is present in one of the pump discharges in the Thompson Lane pumping station. JBS sent a pipefitter to the site on 4/30/18 to inspect the site with MWSD personnel.

**SCOPE OF WORK**

JBS proposes to remove and replace one (1) check valve and one (1) gate valve at the Thompson Lane pumping station. The valves and bypass pumping will be provided by MWSD. JBS proposes to construct a support frame for the removal of the valves since the existing anchor points in the pump station are not in a useable location for this work. We will leave the support frame in place if desired. JBS expects 2 days of preparation work and one long day (up to 16 hours) of actual valve replacement. JBS proposes to provide four men – three down in the pump station and a safety man at ground level. The crew will consist of two pipefitters and two experienced helpers. We include a half-day preliminary visit to measure the new MWSD valves and re-measure the existing valves.

**FISCAL IMPACT:**

<b>Murfreesboro Service Contract Rate Sheet - 2018</b>			
<b>Thompson Lane P/S Valve Replacement</b>			

<b>Description</b>	<b>Qty (hrs)</b>	<b>Rate</b>	<b>Extended</b>
Project Mgr (RT)	4	\$75.00	\$300.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$67.00	\$0.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)	52	\$52.00	\$2,704.00
Pipefitter/Welder (OT)	16	\$78.00	\$1,248.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)		\$52.00	\$0.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	48	\$37.00	\$1,776.00
Apprentice/Helper (OT)	16	\$55.50	\$888.00

<b>Equipment</b>	<b>Qty (hrs)</b>	<b>Rate/Hr</b>	<b>Extended</b>
Welder	6	\$15.00	\$90.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	68	\$15.00	\$1,020.00
Scissor Lift		\$19.00	\$0.00
6" Hydraulic Pump		\$17.00	\$0.00

<b>Materials &amp; Subcontractors</b>		
Steel for Overhead Support	KGS Steel	\$250.00
Flange Packs	Ferguson	\$210.50
Valves	by owner	
Bypass Pumping	by owner	
Markup on Material & Subcontractors	10.00%	\$46.05

<b>TOTAL ESTIMATE</b>	<b>\$8,532.55</b>
-----------------------	-------------------

**SCHEDULE**

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro Water and Sewer Dept.

By: David Proctor

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

Name: David Proctor

Name: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

Date: 5/01/18

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

Approved as to Form: \_\_\_\_\_  
Susan Emery McGannon, City Attorney**CONTRACTOR NOTICE CONTACT INFORMATION****CITY NOTICE CONTACT INFORMATION**

John Bouchard and Sons Company

Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.Mailing address 300 NW Broad St.Nashville, TN 37203Murfreesboro, TN 37130Phone number 615-256-0112Phone number 615-890-0862Fax number 615-256-2427Fax number 615-896-4259Company Contact David ProctorCompany Contact Darren GoreE-mail David.Proctor@jbouchard.comE-mail dgore@murfreesborotn.gov



# HAYES PIPE SUPPLY, INC.

Corporate: 950 Fiber Glass Rd. • P.O. Box 101550 • Nashville, TN 37224  
(615) 255-4040 • (800) 342-1973 • Fax (615) 256-8836

[www.hayespipe.com](http://www.hayespipe.com)

QUO # - 10101

PAGE - 1

TO: MURFREESBORO WATER & SEWER

MURFREESBORO WATER AND SWR

12" PLUG VALVE

PO BOX 1477

MURFREESBORO TN 37133

Plan Date  
5/10/2018

Last Revision  
051018

BID DATE  
5/10/2018

BID TIME  
:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
1	12" DEZURIK PEC PLUG VALVE WITH GEAR AND HANDWHEEL FLG	EA	2,100.00	2,100.00
Total For Quoted Items				2,100.00

HAYES PIPE SUPPLY, INC.

BY. \_\_\_\_\_

These prices are good for order placement through - 5/20/2018 Release of shipment must be made within - 45days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

## Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040  
□ Knoxville, TN • (865) 525-1717  
□ Lexington, KY • (859) 231-8323  
□ Tampa, FL • (813) 241-4040  
□ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □  
Acworth, GA • (770) 529-8883 □  
Louisville, KY • (502) 454-8500 □  
Lake Helen, FL • (386) 228-9819 □  
Columbia, SC • (803) 695-4040 □

**QUOTE**

**\* ATTENTION \***  
See new terms and conditions  
at the bottom of the page

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
215810	FORTILINE NASHVILLE	5745330	5/08/18	1

CUSTOMER	PROJECT INFORMATION
MURFREESBORO WATER&SEWER DEPT. P.O. BOX 1477 MURFREESBORO, TN 37133	43-12X8 REDUCING CHECK VALVE

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	12"X8" 3259-02 LEVER & SPRING CHECK VALVE THIS IS NOT FREIGHT ALLOWED SO WE WILL HAVE TO BRING IT INTO STOCK WITH AN ORDER THAT IS FREIGHT ALLOWED, THE LEAD TIME IS 2-3 WEEKS	3,881.9600	3,881.96
				Subtotal:	3,881.96
				Tax:	.00
				Bid Total:	3,881.96

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By TV1 5/08/18 16:07:52



## RENTAL QUOTE

BRANCH 36A  
1214 BRICK CHURCH PIKE  
NASHVILLE TN 37207-5311  
615-510-3479  
615-226-7172 FAX

Job Site  
Address

CPU  
1425 S CHURCH ST  
MURFREESBORO TN 37130-5531

Office: 615-893-5210 Cell: 615-642-3216

CITY OF MURFREESBORO  
ATT ACCOUNTS PAYABLE  
PO BOX 1139  
MURFREESBORO TN 37133-1139

# 157340498

Customer # : 1148371  
Quote Date : 05/16/18  
Estimated Out : 05/23/18 12:00 PM  
Estimated In : 05/30/18 12:00 PM  
UR Job Loc : 1425 S CHURCH ST, MU  
UR Job # : 14  
Customer Job ID:  
P.O. # :  
Ordered By : JIMMY STACEY  
Written By : DAVID MARSHALEK  
Salesperson : DAVID MARSHALEK

**This is not an invoice  
Please do not pay from this document**

## RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	5202003	PUMP 6" VAC ASSIST - DIESEL		317.00	634.00	1900.00	1,268.00
2	537/2230	HOSE 6X20 KANAFLEX SUCTION - QC		62.00	123.00	308.00	246.00
2	537/2930	HOSE 6X20 RUBBER SUCTION - QC		53.00	109.00	262.00	218.00
2	545/1111	MISC FITTINGS		20.00	40.00	120.00	80.00
2	523/1405	KNIFE GATE VALVE 6" AND UNDER		25.00	50.00	149.00	100.00
1	545/9425	FITTING WYE 6"		16.00	32.00	92.00	32.00

Rental Subtotal: 1,944.00

## SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
6	LABOR [LABOR/CLOUT]	110.000	EACH	660.00
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	16.480	EACH	16.48
1	DELIVERY CHARGE	205.000	EACH	205.00
1	PICKUP CHARGE	205.000	EACH	205.00

Sales/Misc Subtotal: 1,086.48

Agreement Subtotal: 3,030.48

Estimated Total: 3,030.48

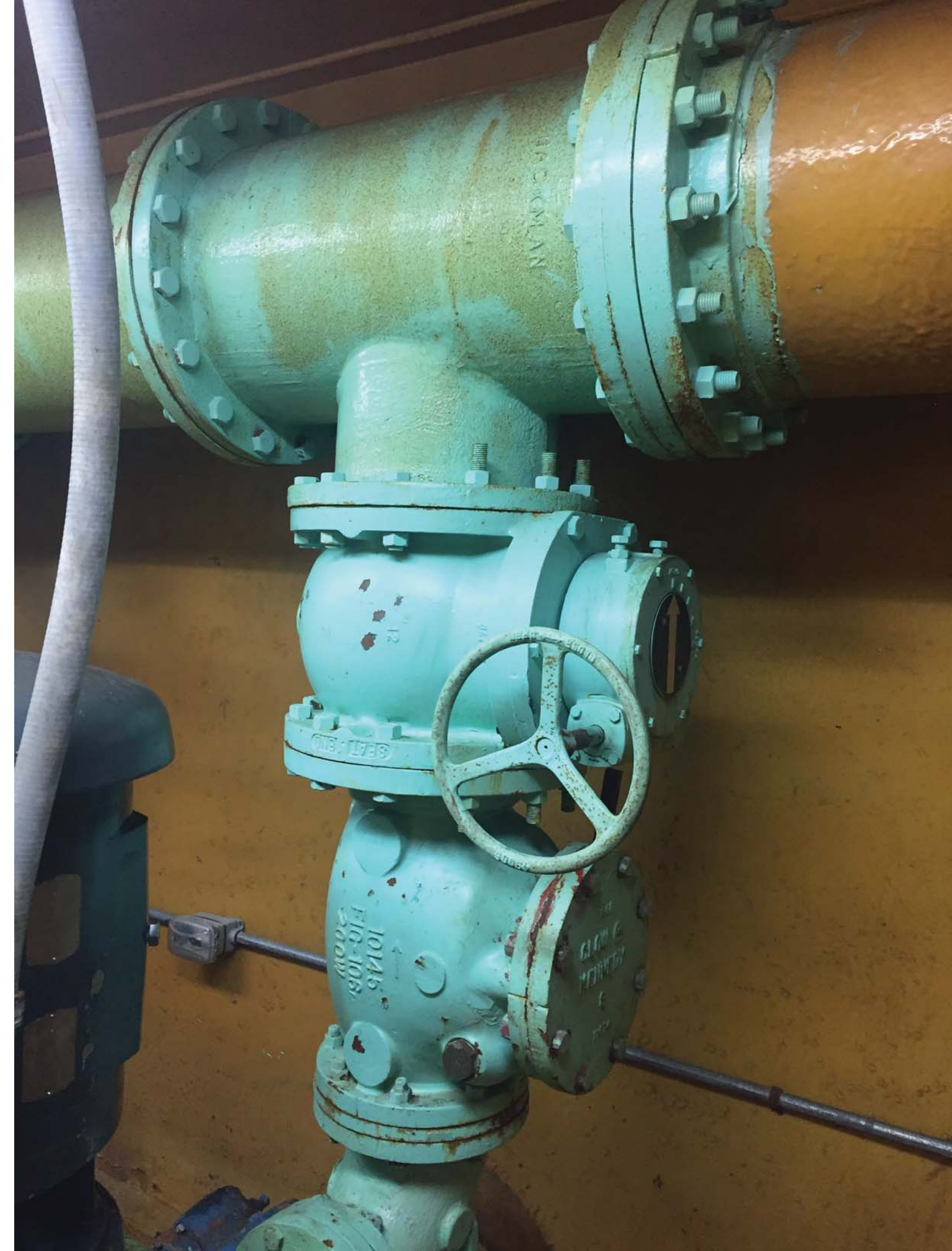
## COMMENTS/NOTES:

CONTACT: JAMIE WALDEN  
CELL#: 615-642-3216

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.





May 17, 2018

Ms. Valerie Smith, PE  
City of Murfreesboro Water and Sewer Board  
220 NW Broad Street  
P.O. Box 1477  
Murfreesboro, Tennessee 37133-1477

**RE: Contract Renewal for year 2017-2018**

Dear Valerie,

Pursuant to our contract dated May 5, 2016, ADS, agrees to a year 3 contract extension for an additional one-year term as provided in Article 3.1 of the original contract at the prices listed below adjusted for CPI-U of 2.1%.

**Long Term Flow Monitoring**

Item	Description	# of Units	2018-2019 YEAR 4 Unit Price	2018-2019 YEAR 4 Total Price
1	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 19 meters.	228	\$814.98	\$185,815.44
2	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 7 Rain Gauges.	84	\$280.93	\$23,598.12
3	Wet Weather and Capacity Performance Summary Report	1	included	
4	FlowView Operations Set-up for additional sites added to network	26	\$ 260.36	\$6,769.36
5	FlowView Operations Monthly Service per site per month	312	\$41.66	\$12,997.92
6	ECHO Service, Wireless & FlowView monthly charge	12	\$101.08	\$1,212.96
TOTAL				\$ 230,393.79

\*Monthly service items will be billed at the beginning of the month for which services are to be provided.



**\*\*FlowView Set-up fee is a one-time event at the initial set up. Monthly service fee starts immediately upon setup.**

**Temporary Flow Monitoring**

TFM	# of Monitors	# of Days	YEAR 3 Rate	Total
Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1 <sup>st</sup> 30 days	6	30	\$140.59	\$25,306.20
Collect, Confirmation, Analysis for days>30*	6	30	\$72.90	\$13,122.00
TOTAL				\$38,428.20

\*Temporary Flow monitoring extensions assumes extensions in increments of 1 month (30 days)

**Field Inspections (SSES)**

SSES	Number	Units	YEAR 1 Rate	Total
Flow Isolation Readings	50	each	\$243.69	\$12,184.50
Wet Weather Inspection	40	Hrs.	\$262.44	\$10,497.60
Manhole Inspection with Data Entry	400	each	\$104.14	\$41,656.00
Smoke Testing w/ Data Entry	100,000	Lf.	\$0.44	\$44,000.00
Dye	25	each	\$390.53	\$9,763.25
PM Consultation	10	Hrs.	\$149.96	\$1,499.60
Field Crew Rate	0	Hrs.	\$218.70	\$0.00
TOTAL				\$119,600.95

For MWSB:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

For ADS LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

As always, we look forward to our continuing partnership with the City of Murfreesboro Water and Sewer Board. If you have any questions, please contact me on my cellular (256) 508-1628

Best Regards,

A handwritten signature in black ink, appearing to read 'L. Mijares', with a stylized flourish at the end.

Luis Mijares  
Senior Business Development Manager

cc: S. Hembree  
Attachments



May 17, 2018

Ms. Valerie Smith, P.E., Assistant Director  
Murfreesboro Water Resources Department (MWRD)  
300 North West Broad Street  
Murfreesboro, Tennessee 37130

RE: Ransom Drive Sewage Pump Station and Gravity Sewer Replacements  
Murfreesboro Project No: 15068  
Bid Review and Engineer's Recommendation Letter

Dear Valerie:

Attached is a copy of the certified bid tabulation for the referenced project. The apparent low bidder is SBW Constructors, LLC from Goodlettsville, TN with a base bid of \$647,417.00 and Alternate 1 bid of \$287,415.00 (corrected), for a total bid of \$934,836.00. Evaluation of the base bid and alternate 1 breakdown of the bid did not reveal any omissions, only a small mathematical error in the alternate. We have verified SBW's references and current licenses and find them properly licensed and qualified to perform the work.

Last year the original low total bid was \$879,455.00. The bid was significantly higher than the project estimate, higher than budgeted funds and higher than comparable projects due to the following list of circumstances unique to this project.

- Continuous bypass pumping required during construction.
- Unknown rock/soil boundaries.
- De-watering requirements.
- Significant vegetation removal.
- Subdivision - tight, small, and urban work boundaries.

Unfortunately due diligence work did not show that an alternate pump station location was possible as that would likely cause significant and costly rock excavation and potential blasting risk to surrounding homes. Without re-locating the SPS, it is not possible to eliminate the long and costly duration of the needed bypass pumping. Also unfortunately, this is a small project where there are not a lot of places to spread the additional site constraint costs unique to this project.

With additional due diligence performed and both bid openings yielding similar results, CIA recommends that the low bid be accepted.

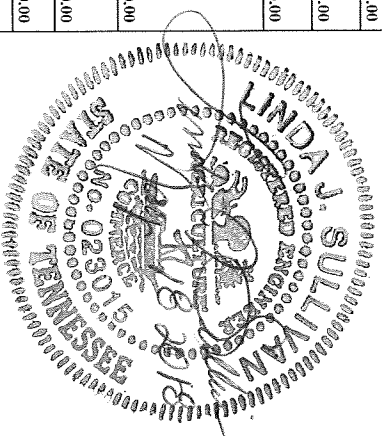
Sincerely,



Linda J. Sullivan, P.E.

cc: Mr. Darren Gore, P.E., Director MWRD  
Bidders List

Ransom Drive SPS			CIA Engineers Estimate			SBW Constructors, LLC		W & O Construction	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
Base Bid									
1	Site Mobilization, Erosion Control, Construction Access Roads, Temporary Facilities, Traffic Control, Sewer Bypass Pumping and Miscellaneous Sitework not included below	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 250,000.00	\$ 250,000.00
2	10" CL 350 DIP Gravity Sewer 6-8' Deep Outside Roadway, in existing sewer trench	LF	71	\$ 240.00	\$ 17,040.00	\$ 237.00	\$ 16,827.00	\$ 210.00	\$ 14,910.00
3	New 4 ft Dia. Manholes 6-8 ft deep with watertight cover	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00
4	Line Existing Manholes Epoxy Foremain Entry	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 3,750.00	\$ 3,750.00	\$ 13,000.00	\$ 13,000.00
5	4" HDPE Force Main - Outside Roadway Pipe Busing.	LF	475	\$ 100.00	\$ 47,500.00	\$ 100.00	\$ 47,500.00	\$ 120.00	\$ 57,000.00
6	4" HDPE Force Main - Inside Roadway Pipe Busing	LF	100	\$ 150.00	\$ 15,000.00	\$ 100.00	\$ 10,000.00	\$ 160.00	\$ 16,000.00
7	Duplex Sewage Lift Station, complete and operable, including site work, fence, all associated electrical, controls, emergency FM quick connect, water supply, 6 ft dia, APEX mix, epoxy urethane lined wetwell.	EA	1	\$ 400,000.00	\$ 400,000.00	\$ 420,000.00	\$ 420,000.00	\$ 410,000.00	\$ 410,000.00
8	SPS Driveway as residential collector and paving replacement at FM bore pit	SY	385	\$ 120.00	\$ 46,200.00	\$ 110.00	\$ 42,350.00	\$ 70.00	\$ 26,950.00
9	Reconnect Existing Gravity Sewer to proposed manhole	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
10	Landslipping Allowance (For plants around pump station only)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
11	Permit Fees Allowance	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
12	Dredging - existing pump station, including removing existing Pump Equipment and deliver to owner or dispose of any site appurtenances. Remove abandoned manhole top at existing pump station to 1 ft below grade, fill will flowable fill, topsoil and seed above.	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
13	Miscellaneous Allowance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14	4" HDPE FM-Open Cut- In Road	LF	10	\$ 200.00	\$ 2,000.00	\$ 155.00	\$ 1,550.00	\$ 250.00	\$ 2,500.00
15	4" HDPE FM-Open Cut- No road	LF	30	\$ 150.00	\$ 4,500.00	\$ 118.00	\$ 3,540.00	\$ 240.00	\$ 7,200.00
16	Concrete Encasement	LF	20	\$ 100.00	\$ 2,000.00	\$ 70.00	\$ 1,400.00	\$ 37.50	\$ 750.00
TOTAL BASE BID				\$ 639,240.00		\$ 647,417.00		\$ 845,310.00	



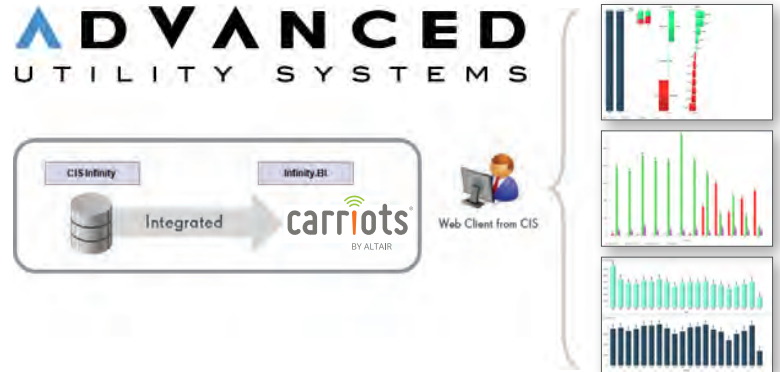
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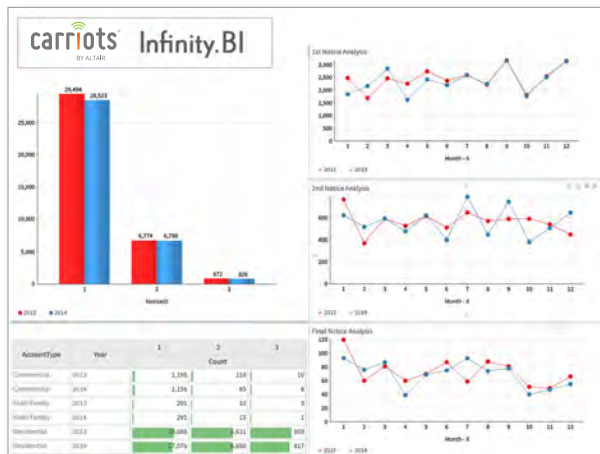
# Advanced Utility Systems

## Infinity.BI - Advanced Analytics for CIS Infinity<sup>®</sup>

Infinity.BI is a powerful business analytics module developed by Altair in partnership with Advanced Utility Systems for CIS Infinity<sup>®</sup> customers. Through a direct integration of Altair's Carriots Analytics business intelligence software with the Infinity database schema, this business analytics module provides a rich set of dynamic reports / dashboards which can be tailored to address the unique business needs of each utility.



## Infinity.BI at a Glance



With more than 40 standard report types, Infinity.BI has been designed to be a self-service analytics tool for operations management and customer service representatives to interactively analyze revenue and service consumption, cash flow, collections, service customer move-in / out activity, customer call volume and service orders.

### Direct integration with CIS Infinity

- Desktop and Web clients
- Windows and LINUX platforms

### Rapid "Go-live" solution deployment

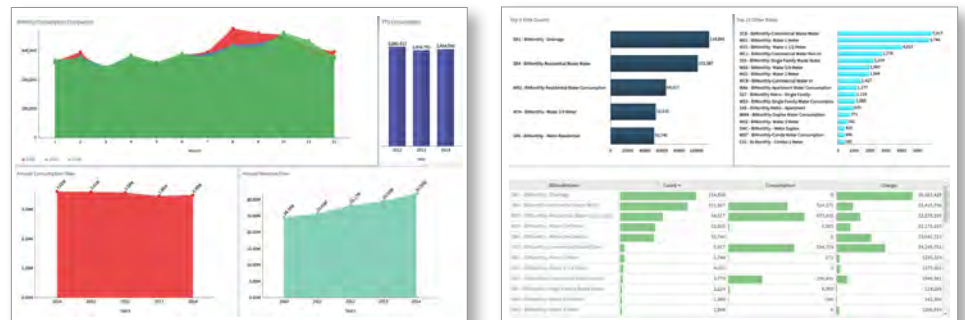
- No infrastructure upgrades necessary
- Minimal IT staff support required

## Infinity.BI Rate Case Simulation

Infinity.BI offers a built-in rate case module which allows users to perform what-if analysis by manipulating:

- Revenue data
- Consumption data
- Tier breakdown

Providing access to deep and powerful data analytics enables informed decisions based on key performance indicators.



## Streamlined Deployment Enables Entire Utility

Through close collaboration with the Advanced Utility Systems software development organization, Infinity.BI was developed to be a rapidly deployed, cost-effective analytic solution for CIS Infinity customers. Unlike traditional BI and analytics tools, Infinity.BI is a completely autonomous solution that simply needs to point and connect to the CIS Infinity database. Infinity.BI deployments do not require new infrastructure investments in hardware or perpetual data warehouse performance tuning. Through desktop and web client access, Infinity.BI quickly enables all business stakeholders throughout the utility.

## More than 40 standard, customizable reports to analyze

- Revenue and consumption
- Cash activities, billing, collections
- Service Orders, call volume

## Advanced Utility Systems Partnership with Altair

Advanced Utility Systems, an N. Harris Computer Corporation owned company, provides exclusively customer information and billing solutions to utilities and municipalities. They are a key player in the diverse CIS market across North America and the Caribbean.

Altair creates, develops, and markets technology that helps our user community create desirable products and make the right business decisions faster.

For more information please contact us at [infobi@Carriots.com](mailto:infobi@Carriots.com)

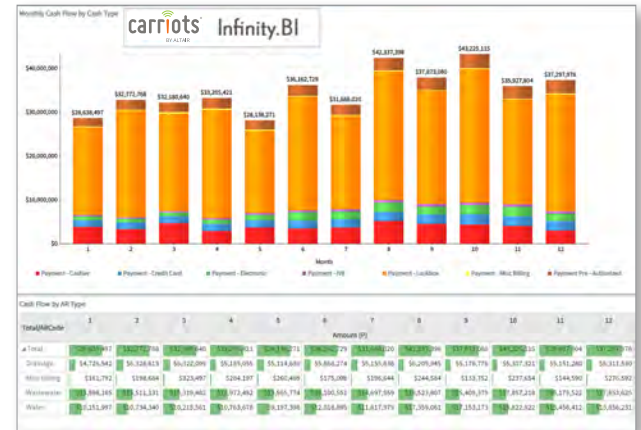
“More and more, utilities are requiring advanced BI functionality as part of their overall CIS deployment. We found that Altair’s technology and scalability addresses both our short and long-term BI strategy and we are thrilled with what this partnership will offer CIS Infinity customers. Infinity.BI can be embedded in CIS Infinity within a form for single sign-on.”

– Peter Fanous, Executive Vice President, Advanced Utility Systems

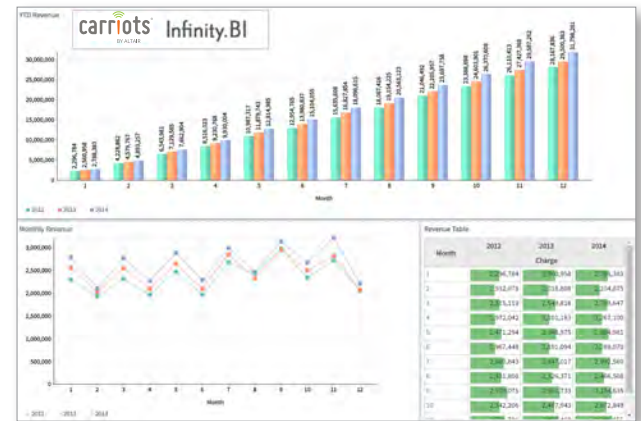
**ADVANCED**  
UTILITY SYSTEMS

LEARN MORE AT [CARRIOTS.COM/ANALYTICS](http://CARRIOTS.COM/ANALYTICS)

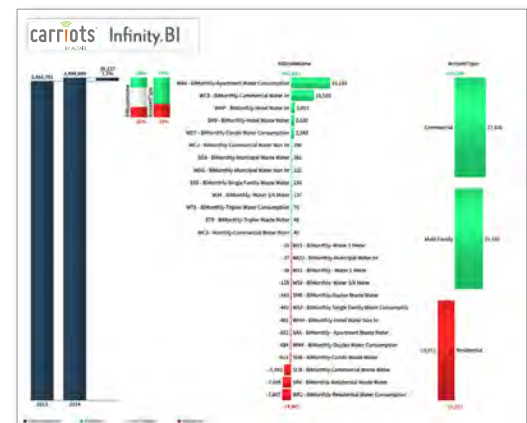
## Dynamic Dashboards



Payment Trend Analysis



Revenue Dashboard



Year to Year detailed Revenue/Consumption Analysis



**TASK ORDER NO. 18-03**

**May 24, 2018**

**BETWEEN**

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO  
acting by and through the Murfreesboro Water Resources Department**

**UNDER**

**Water/Wastewater System Mechanical/Electrical Services Contract**

**DATED**

**May 17, 2018 thru May 17, 2019**

**FOR**

**WRRF Aerator Gearbox Rebuild**



**Task Order No. 18-03****WRRF Aerator Gearbox Rebuild****BACKGROUND**

JBS was asked to quote the rebuild of one (1) waste water aerator gearbox. The gearbox is currently suspected of having internal problems due to the noises from the gearbox during operation.

**SCOPE OF WORK**

JBS proposes to perform a “standard” rebuild of the gearbox which includes new bearings, seals, gaskets, and slinger rings. JBS will immediately notify MWSD of any additional items requiring repair or replacement once the gearbox is disassembled and inspected. JBS has received budget pricing from the manufacturer for these parts, but has not received a firm quote to-date. Estimate does not include the removal or reinstallation of the gearbox, as this was priced as a separate task order previously.

**FINANCIAL IMPACT:**

Description	Qty (hrs)	Rate	
Project Mgr (RT)		\$75.00	
Project Mgr (OT)		\$110.00	
Superintendent (RT)		\$67.00	
Superintendent (OT)		\$100.50	
Pipefitter/Welder (RT)		\$52.00	
Pipefitter/Welder (OT)		\$78.00	
Sprinkler Fitter (RT)		\$44.00	
Sprinkler Fitter (OT)		\$66.00	
Electrician (RT)		\$52.00	
Electrician (OT)		\$78.00	
Apprentice/Helper (RT)		\$37.00	
Apprentice/Helper (OT)		\$55.50	
Expediter/Delivery (RT)		\$29.00	
Expediter/Delivery (OT)		\$43.50	
Machine Shop Millwright (RT)	80	\$60.00	\$4,800.00
Machine Shop Millwright (OT)		\$90.00	
HVAC/Plb Service Tech (RT)		\$66.00	
HVAC/Plb Service Tech (OT)		\$99.00	
Air Compressor Tech (RT)		\$66.00	
Air Compressor Tech (OT)		\$99.00	
Laborer - Skilled (RT)		\$32.00	
Laborer - Skilled (OT)		\$48.00	
Laborer - Unskilled (RT)		\$23.00	
Laborer - Unskilled (OT)		\$34.50	

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	

Equipment	Qty (hrs)	Rate/Hr	Extended
Power Threader		\$10.00	
Mini/Midi Hammer		\$10.00	
Variable Reach Forklift		\$27.00	
Pickup Truck		\$15.00	
Scissor Lift		\$19.00	
Skid Steer		\$25.00	
Boom Man Lift		\$29.00	
Cat 420D Backhoe		\$34.00	
Street Plate		\$7.00	
185 CFM Compressor		\$15.00	
ECM 350*		Cost + 10%	
Air Track Drill*		Cost + 10%	
Pipe Laser		\$21.00	
Total Station EDM		Cost + 10%	
15 ton Boom Truck*		\$115.00	
30-50 Ton RT Crane*		Cost + 10%	
80 Ton Crawler Crane*		Cost + 10%	
3" Submersible Pump		\$12.00	
6" Hydraulic Pump		\$17.00	

\* = not quoted in original bid - will be quoted for each individual scope of work

Materials	
Misc Parts / Components	\$____14,700.00
Markup on Material & Subcontractors	\$____1,470.00

<b>GRAND TOTAL</b>	<b>\$20,970.00</b>
--------------------	--------------------

### SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	



Contractor:

John Bouchard and Sons Company

*David Proctor*

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

Name: David Proctor

Title: Project Mgr

Date: 5/24/18

City:

City of Murfreesboro Water Resources Dept.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR NOTICE CONTACT INFORMATION**

John Bouchard and Sons Company

Mailing address     1024 Harrison St.  
                              Nashville, TN 37203

Phone number     615-256-0112

Fax number        615-256-2427

Company Contact   David Proctor

E-mail   David.Proctor@jbouchard.com

**CITY NOTICE CONTACT INFORMATION**

Murfreesboro Water Resources Dept.

Mailing address 300 NW Broad St.  
                              Murfreesboro, TN 37130

Phone number   615-890-0862

Fax number       615-896-4259

Company Contact Darren Gore

E-mail   dgore@murfreesborotn.gov



**ASPHALT PURCHASES**  
MWRD Operations & Maintenance

<i>Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Quantity</i>	<i>Total</i> ☐
7/31	DH	Vulcan	Binder	\$47.15	103.50	<b>\$4,880.03</b>
<b>TOTAL</b>					<b>103.50</b>	<b>\$4,880.03</b>
8/8	DH	Vulcan	Binder	\$47.07	140.72	\$6,623.69
8/8	DH	Vulcan	Binder	\$47.07	197.80	\$9,310.45
8/15	DH	Vulcan	Binder	\$47.07	14.42	\$678.75
8/15	DH	Vulcan	Binder	\$47.07	226.18	\$10,646.29
8/29	DH	Vulcan	Binder	\$47.07	18.50	\$870.80
8/31	DH	Vulcan	Binder	\$47.07	16.74	\$787.95
<b>TOTAL</b>					<b>614.36</b>	<b>\$28,917.93</b>
9/12	DH	Vulcan	Binder	\$47.07	28.35	\$1,334.43
9/12	DH	Vulcan	Binder	\$47.07	16.33	\$768.65
9/19	DH	Vulcan	Topping	\$54.10	19.61	\$1,060.90
9/19	DH	Vulcan	Binder	\$47.07	16.19	\$762.06
9/29	DH	Vulcan	Topping	\$54.10	12.71	\$687.61
<b>TOTAL</b>					<b>93.19</b>	<b>\$4,613.66</b>
10/11	DH	Vulcan	Binder	\$54.02	10.32	<b>\$557.49</b>
<b>TOTAL</b>					<b>10.32</b>	<b>\$557.49</b>
11/30	DH	Hawkins	Binder	\$49.88	135.83	<b>\$6,775.20</b>
<b>TOTAL</b>					<b>135.83</b>	<b>\$6,775.20</b>
12/31	DH	Hawkins	Binder	\$52.00	77.76	<b>\$4,043.52</b>
<b>TOTAL</b>					<b>77.76</b>	<b>\$4,043.52</b>
Jan						
<b>TOTAL</b>					<b>0.00</b>	<b>\$0.00</b>
2/9	DH	Hawkins	Binder	\$53.08	62.84	<b>\$3,335.55</b>
<b>TOTAL</b>					<b>62.84</b>	<b>\$3,335.55</b>
3/8	DH	Hawkins	Binder	\$52.98	19.98	\$1,058.54
3/9	DH	Hawkins	Binder	\$52.98	29.93	\$1,585.69
3/22	DH	Hawkins	Topping	\$61.89	17.93	\$1,109.69
3/26	DH	Hawkins	Binder	\$52.98	79.87	\$4,231.51
3/27	DH	Hawkins	Binder	\$52.98	4.02	\$212.98
<b>TOTAL</b>					<b>151.73</b>	<b>\$8,198.41</b>
4/19	DH	Vulcan	Binder	\$49.28	12.80	\$630.78

TOTAL					12.80	\$630.78
						\$0.00
						\$0.00
MAY TOTAL					0.00	\$0.00
TOTAL					1249.53	\$61,321.78

## MONTHLY ASPHALT QUOTES

### Murfreesboro Water Resources Operations & Maintenance

		Hawkins	Hoover	Vulcan	Notes
July	Binder	\$52.00	\$52.39	<b>\$50.50</b>	Roger Gunter rec'd verbal quotes
	Topping	\$60.00	\$60.30	<b>\$59.00</b>	
August	Binder	\$51.60	\$52.28	<b>\$47.07</b>	8/4/17-Roger Gunter rec'd verbal quotes from Vulcan
	Topping	\$59.50	\$60.20	<b>\$54.10</b>	
September	Binder	\$51.60	\$52.28	<b>\$50.07</b>	
	Topping	\$59.50	\$60.20	<b>\$58.60</b>	
October	Binder	\$51.41	\$52.23	\$50.02	10/10/17-Mickey Williams rec'd verbal quotes from Vulcan
	Topping	\$59.28	\$60.13	\$58.52	
November	Binder	\$49.88	\$52.29	\$50.07	11/16/17-M Williams rec'd verbal quotes from Vulcan
	Topping	\$57.50	\$60.22	\$58.62	
December	Binder	\$52.00	\$52.39	\$53.00	
	Topping	\$60.00	\$60.36	\$62.00	
January	Binder	\$52.58	\$52.86	\$50.68	
	Topping	\$61.42	\$61.00	\$59.41	
February	Binder	\$53.08	\$53.23	\$51.10	2/8/18 -M Williams rec'd verbal quotes from Vulcan
	Topping	\$62.12	\$67.95	\$60.00	
March	Binder	\$52.98	\$53.61	\$53.00	
	Topping	\$61.89	\$68.48	\$62.00	
April	Binder	\$52.98	\$54.27	\$49.28	
	Topping	\$61.89	\$69.38	\$57.03	
May	Binder	\$48.75	\$54.27	\$49.99	Hoover -verbal quote same as last month
	Topping	\$57.50	\$69.38	\$58.42	
June	Binder				
	Topping				



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June 6, 2018

## CONSENT AGENDA

### HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

Re: Fire and Casualty Property Insurance  
Inland Marine Vehicle Coverage  
Cyber-Breach Response

#### Background

The City's property insurance coverages (buildings and vehicles) were extended to July 1, 2018 in order to coincide with the fiscal year. Our existing policies are with Travelers Insurance Company, written through Willis of Tennessee, Inc. The cost for the 2017-18 year when annualized for 12 months totaled \$254,446. The policy is for a \$400,000,000 one-time occurrence maximum limit with a deductible of \$100,000 for real estate and \$66,577,799 with a deductible of \$100,000 for vehicles.

Coverage under second year of the three-year cycle begins July 1, 2018. The premium remains unchanged at \$254,446 to which is added a service fee for each policy of \$250 for a total of \$254,946.

#### Cyber-Breach Response Insurance

The City's Cyber Insurance will renew on July 1, 2018. Our existing policy is with Beazley Insurance Company written through Willis of Tennessee, Inc.

Coverage under the second year of the three-year cycle begins July 1, 2018. The premium is \$14,889 to which is added the Tennessee surplus lines tax of \$770.51 for a total of \$15,659.51.

I recommend payment of these coverages for the premiums charged.

#### Financial Impact

The total cost of \$270,605.51 will be paid for by the Risk Management Fund which has sufficient funds for this purpose.

Sincerely,

Richard W. Rucker  
Risk Manager

Office of Risk Management

111 W. Vine St. \* PO Box 1154 \* Murfreesboro, Tennessee 37133-1154 Phone 615 217 3030 \* Fax 615 217 3029 \*  
Email: [rucker@murfreesborotn.gov](mailto:rucker@murfreesborotn.gov) TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# CITY of MURFREESBORO

## ***Transportation Department***

111 WEST VINE STREET

POST OFFICE BOX 1139

MURFREESBORO, TENNESSEE 37133-1139

PHONE 615 893-6441

FAX 615 849-2606

[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## CONSENT AGENDA

**June 14, 2018**

**Honorable Mayor and Members of City Council**

**RE: Amendment Number 4 - Contract between the Tennessee Department of Transportation (TDOT) and City of Murfreesboro for the Stones River Greenway Extension Project**

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### Background

The Stones River Greenway Extension (SRGE) project has been under development since late 1998 with the availability of funding for a preliminary study. Previously, the City has completed three phases of the four phase project that will ultimately provide for a greenway trail from the Old Fort Park to the Barfield Park. Phase four was bid on March 16, 2017. The current contract between the City and TDOT expires on September 30, 2018. To avoid a lapse in the contract and associated funding, we have requested that the contract be amended to extend the completion date to September 30, 2020. While we expect the project to be completed before then, we requested the extended date to avoid having to amend the contract again should future project complications arise that may delay the project.

### Fiscal Impact

N/A

### Concurrences

This project has been included in previous City Capital Improvement Program budgets adopted by the City Council.

**Recommendation**

Staff recommends City Council approval of the Contract Amendment Number 4 between the City of Murfreesboro and TDOT.

**Attachments**

Contract Amendment Number 4 to the Contract between TDOT and the City of Murfreesboro.

Respectfully submitted,

Jim Kerr  
Transportation Director



**Amendment Number: 4**

**Agreement Number: 040145**

**Project Identification Number: 040844.00**

**Federal Project Number: HPP-9311(9)**

**State Project Number: 75951-1768-94**

**75951-2783-94**

**75951-3783-94**

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION  
PROGRAM ACTIVITY**

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

**Stones River Greenway Extension, From Barfield-Crescent Road to North of Old Fort Parkway:** Stones River Greenway Extension for the Old Fort Parkway to Barfield Crescent Road (Phases 1-4)

1. The language of Agreement # 040145 Amendment 3 dated July 18, 2014 Section B.2a is hereby deleted in its entirety.
2. The following is added as 4B.2a.

**B.2 Completion Date**

- a) The Agency shall complete the herein assigned phases of the Project on or before **September 30, 2020**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

Amendment Changing a Specific Paragraph(s)

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

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

CITY OF MURFREESBORO

**STATE OF TENNESSEE**

**DEPARTMENT OF TRANSPORTATION**

<b>By:</b> _____	<b>By:</b> _____	<b>Date</b> _____	<b>Date</b> _____
Shane McFarland <b>Mayor</b>	John C. Schroer <b>Commissioner</b>		

**APPROVED AS TO FORM AND  
LEGALITY**

**APPROVED AS TO FORM AND  
LEGALITY**

<b>By:</b> _____	<b>By:</b> _____	<b>Date</b> _____	<b>Date</b> _____
Craig Tindall <b>City Attorney</b>	John Reinbold <b>General Counsel</b>		



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## Consent Agenda

June 8, 2018

Honorable Mayor McFarland and Members of the City Council:

**RE: Approval of Federal Aviation Administration (FAA) Agreement and Tennessee Aeronautics Division (TAD) Grant Amendment for FAA to perform a flight check of the new PAPI light system on Runway 18/36 at the Murfreesboro Municipal Airport**

As items under the Consent Agenda, it is recommended that City Council approve the Agreement with the FAA and Grant Amendment with TAD allowing the FAA to perform a flight check of the new PAPI light system on Runway 18/36 at the Murfreesboro Municipal Airport.

### Background Information

As part of the Runway Extension Project new PAPI lights were installed near the end of each runway. These lights assist pilots by providing a visual signal letting them know if they are on the best path and angle to land on the runway. The FAA must conduct a Flight Check of these lights using an aircraft to verify if the lights are set up appropriately as documented and that there are no obstructions blocking the pilots view of these lights. The PAPI lights are a replacement of the old VASI lights that were out on the airfield for many years. The PAPI are a more precise system and we were fortunate enough to be able to purchase the latest version of these units that utilize LED lights providing a very clear crisp and energy efficient signal.

### Fiscal Impact

The cost for the FAA to conduct the Flight Check is \$8,803.62. The TAD and City of Murfreesboro still have approximately \$9,000.00 of funds still remaining in the original Runway Extension Grant. The Amendment to the State Grant changing the scope to include the FAA Flight Check will allow 95% of the cost of the Flight Check to be covered by TAD.

### Concurrences

The Murfreesboro Airport Commission recommends approval of the FAA Agreement and State Grant Amendment to assist in covering the cost and to conduct the FAA Flight Check of the PAPI lights at the Murfreesboro Municipal Airport.

### Recommendation

It is recommended that City Council approve the FAA Agreement and Amendment with the TAD to assist in covering the cost and to conduct FAA Flight Check at the Murfreesboro Municipal Airport.

Respectfully

Chad L. Gehrke  
Airport Manager



Murfreesboro Municipal Airport





*... creating a better quality of life*

June 14, 2018

## **CONSENT AGENDA**

Honorable Mayor and Members of City Council:

**RE: Approval to Purchase 2014 International Prostar Heavy Duty Semi-Tractor Truck from Navistar, Inc.**

### **Background**

City Council approved MFRD to accept a donation from Bridgestone America, L.L.C. of its 53' fully enclosed emergency response team trailer on November 30, 2017. MFRD is the host agency for the Middle Tennessee All-Hazards Incident Management Team which is a component of the Tennessee Fire Chief's Association Statewide Mutual Aid System. The unit will be utilized for the command staff's work in developing the incident action plans and the canopy can be used for operational briefings for all responders. The trailer will be beneficial to MFRD on major incidents within the city limits, as well as special events, and mass gatherings across Middle Tennessee.

MFRD would like to purchase a heavy duty semi-tractor truck to pull the emergency response incident management trailer. MFRD found a 2014 International Prostar with 73" Sky-Rise Sleeper for \$43,635 which includes a two-year warranty, and \$2,000 parts credit valued at \$5,935.

### *Selection Process*

MFRD is requesting approval to purchase the used semi-tractor truck from Navistar, Inc. without competitive bidding. Pursuant to Murfreesboro City Code Section 2-10 (E)(3), "A purchase based on price competition which does not require public advertisement and acceptance of competitive bids by the City, regardless of amount, includes the purchase of used or secondhand goods, equipment, materials, supplies or commodities. If the purchase is from a private individual or entity, purchasing of used or secondhand items is only permissible if the general range of values of the item can be established by a listing in a nationally recognized publication or through a licensed appraiser and the price is not more than 5% higher than the highest value of the documented range, in accordance with T.C.A. § 12-3-1202."

### **Concurrences**

The Purchasing Director and Legal Department have indicated that all procurement guidelines for purchasing used equipment have been followed. The Fleet Services Director has inspected the truck, negotiated the terms, and approves of the purchase.

### **Fiscal Impact**

MFRD has funds in the FY18 budget to cover this expense. The City Manager has approved the transfer of \$43,635 from operating expenses to fixed assets. All maintenance for this unit will be

handled through Fleet Services like all MFRD apparatus and costs will be covered in operating budget.

**Recommendation**

It is recommended that City Council approve the purchase of the 2014 International Prostar heavy duty semi-tractor truck from Navistar, Inc.

**Attachment**

Quote from Navistar, Inc.

Respectfully submitted,

Mark Foulks  
Fire & Rescue Chief

C: Melissa Wright, City Recorder



# Navistar, Inc.

RETAIL / WHOLESALE ORDER FOR NEW AND USED

MOTOR VEHICLES AND ATTACHMENTS

SELLER	Navistar, Inc.	DATE	6/6/2018	S.S.#-TIN	
CITY AND STATE	Laverne, Tennessee	PURCHASER			
SELLER NUMBER		COMPANY	City of Murfreesboro		
APPROVAL NUMBER		ADDRESS	111 West Main St., PO Box 1139		
		CITY	Murfreesboro	COUNTY	
		STATE, ZIP	TN 37130	Phone	

I hereby order from you, subject to all terms, conditions and agreements contained herein, and the **ADDITIONL PROVISIONS** printed on the **REVERSE** hereof, the following:

YEAR	NEW USED	MAKE	MODEL	SERIAL OR IDENTIFICATION NUMBER	BODY TYPE	COLOR	PRICE
2014		International	Prostar	Stock 453343 VIN 3HSDJSNR4EN795044	Tractor	Gray	\$ 37,700.00

\* YEAR SHOWN IS THE YEAR DESIGNATED BY MANUFACTURER UNDER ITS PROCEDURES AS THE "YEAR" TO BE APPLIED TO VEHICLE FOR TITLING &amp; REGISTRATION PURPOSES

**TERMS** are cash on delivery (Item 7 below) unless Items 8 through 11 are completed as applicable.

Delivery of this purchase to be made at

OTHER EQUIPMENT:

**"Sold As Is"**

on or about 20

1. CASH PRICE	\$ 37,700.00
2. SALES AND OTHER TAXES	ICC Exempt
3. CASH PRICE PLUS TAX	\$ 37,700.00
4. CASH DOWN PAYMENT	
TRADE-IN (NET ALLOWANCE)	
TOTAL DOWN PAYMENT	\$ -
5. UNPAID BALANCE OF CASH PRICE (3)	\$ 37,700.00
6. a. PHYSICAL DAMAGE INSURANCE	
b. CREDIT LIFE INSURANCE	
c. DISABILITY INSURANCE	
d. OPTIONAL SERVICE CONTRACT- 2yr/200K NTP Ultra Warranty	\$ 5,935.00
e. CERTIFICATE OF TITLE FEE	
f. LIEN FILING FEES	
g. OTHER: Document Fees	
TOTAL OTHER CHARGES	
7. UNPAID BALANCE (Amount Financed) (TOTAL OF 5 and 6)	\$ 43,635.00
8. FINANCE CHARGE	
9. TOTAL OF PAYMENTS	
10. DEFERRED PAYMENT PRICE (TOTAL OF 3, 6 and 8)	

11. **PAYMENT SCHEDULE:** Purchaser agrees to pay "TOTAL OF PAYMENTS" (Item 9 above) in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each, and \_\_\_\_\_

installments of \$ \_\_\_\_\_ each, and \_\_\_\_\_ installments of \$ \_\_\_\_\_ each, payable on the same day of each successive month commencing \*

\_\_\_\_\_, 20\_\_\_\_\_. And as follows:

\* IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF AGREEMENT.

**12. CREDIT LIFE AND/OR DISABILITY INSURANCE ARE NOT REQUIRED BY SELLER**, but may be obtained if requested by Purchaser. If a charge is included in item 6b and/or 6c above, it is understood that credit life and/or disability insurance is requested in connection with this contract and the "Purchaser(s)" signing below is the insured and hereby acknowledges receipt of Notice of Proposed Group Insurance, Certificate of Policy of Insurance containing the terms and conditions of such insurance.**13. DELIQUENCY CHARGES:** After maturity, each instalment shall draw interest at the highest rate provided by law, but not to exceed (2) percent per month. Purchaser also agrees to pay all expenses, including reasonable attorney's fees where not prohibited by law, incurred in the collection, by suit or otherwise, of any amount payable under this contract.**14. SECURITY INTEREST:** In order to secure payment of the indebtedness contained herein, and for all other amounts due or to become due hereunder and for each and every other indebtedness or obligation now or hereafter owing by Purchaser to Seller, Seller hereby retains, and Purchaser hereby grants, a purchase money security interest under the uniform Commercial Code in and to the above described property sold hereunder, together with all replacements, repairs and accessions thereto. Further, Seller hereby retains, and Purchaser hereby grants, a security interest in the proceeds of any physical damage, credit life and/or disability insurance for which a charge is stated above or which is supplied by Purchaser and, if a charge for any such insurance has been included in this contract, a security interest in the refund of any unearned premiums in the event such insurance is terminated or cancelled for any reason. Purchaser hereby authorizes Seller to file one or more financing statements and/or a reproduction of this Retail Order as a financing statement.**Liability insurance coverage for bodily injury and property damage caused to others is NOT included herein.**

Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON THE REVERSE hereof, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.

**NOTICE TO BUYER:** 1. Do not sign this order before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled -in copy of the order you sign. 3. Under the law you have the right to pay off in dvance the full amount due and obtain a partial refund of the finance charges based on the "sum-of-the-digits" method (rule of 78's). 4. Keep this order to protect your legal rights.

NOTE: This order is subject to the written acceptance of the dealer to which it is addressed, and if addressed to Navistar, Inc. is subject to written acceptance by its Regional Sales management or Branch Managers. Purchaser's deposit will be returned if not accepted.

**NOTE: IF VEHICLE(S) IS USED, THE VEHICLE(S) IS SOLD "AS-IS" WITH NO WARRANTY unless otherwise endorsed by Seller on reverse side****PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER**

ACCEPTED:

BY	DATE	PURCHASER
		X
ORDER TAKEN BY	Brandon Weaver	

FH-1080-K For use in all states except: CT, HI, IL, LA, MD, MI, ND, PA, AND VA.

(PREPARE ONE COPY FOR PURCHASER)





June 8, 2018

Honorable Mayor and Members of the City Council:

As items for the **Consent Agenda**, it is recommended that Council approve a soccer agreement, a youth volleyball camp, a hot air balloon festival, homeschool theatre, and sending an all-star cast to the Wilson County Fair.

**Item I. Nashville SC Cup Soccer Agreement**

**Item II. Youth Summer Volleyball Camp**

**Item III. Hot Air Balloon Festival**

**Item IV. Homeschool Theatre**

**Item V. All-Star Cast to Wilson County Fair**

#### **Item I. – Nashville SC Cup Soccer Agreement**

##### **Background**

Tennessee State Soccer has partnered with the Murfreesboro Soccer Club and the Nashville Soccer Club (Nashville SC) to create a new and exciting Labor Day tournament. Through professional support of the Nashville SC, and the volunteer support of the Murfreesboro Soccer Club, Tennessee Soccer feels like this will be the premier event in Tennessee. In an effort to secure its partnerships and establish a consistent event, proposed is an agreement for a three-year term.

##### **Fiscal Impact**

The field rental fees associated with this event should be close to \$9,000. However, the economic impact is significant.

##### **Concurrence**

The Murfreesboro Parks and Recreation Commission (MPRC) unanimously approved the Nashville SC Cup Soccer Agreement at its June 6, 2018, meeting.

##### **Recommendation**

I respectfully recommend that the Council approve this agreement.

##### **Attachment**

Nashville SC Cup Soccer Tournament Use Agreement

**Item II – Youth Summer Volleyball Camp****Background**

Murfreesboro Parks and Recreation will serve as the camp administrator for the Volleyball Summer Camp. With the increase of interest and commitment in our Youth Volleyball League, the Volleyball Summer Camp will serve as another outlet for players, ages 8-14, in our community. The Volleyball Summer Camp is scheduled to run July 30, 2018 - August 3, 2018. Drop-off will be at 8:00 am, and pickup will be at 4:30 pm.

**Fiscal Impact**

Each camper will be required to pay a \$75.00 fee for the week. The \$75.00 will cover the cost of supplies, equipment, and staff.

**Concurrence**

The Murfreesboro Parks and Recreation Commission unanimously approved this proposed camp at its June 6, 2018, meeting.

**Recommendation**

I respectfully recommend that Council approve the Volleyball Summer Camp and the \$75.00 fee associated with it.

**Item III – Hot Air Balloon Festival****Background**

Murfreesboro played host to the first Hot Air Balloon Festival in the area last year at Oaklands' event space. While the event was a huge success, the challenges associated with limited parking and green space has forced organizers to look at a larger venue. Richard Siegel Park is the perfect location for this event, and June 30<sup>th</sup> is a great time to hold the festival.

In addition to hosting the festival, event organizers would like to seek approval to sell beer on location. The park is being reserved for the festival, and youth activities will not be held during the Saturday event.

**Fiscal Impact**

Murfreesboro Parks and Recreation will partner to host the Hot Air Balloon Festival, which will include a fee of \$1.00 per person.

**Concurrence**

The Hot Air Balloon Festival with its \$1.00 fee per person and the option to sell beer at the event were unanimously approved by the Murfreesboro Parks and Recreation Commission at its June 6, 2018, meeting.

**Recommendation**

I recommend that the Council approve the agreement between the City and event organizers with the requested \$1.00 fee per person. In addition, I recommend that Council approve beer sales, provided all local, state and federal laws are met.

**Item IV – Homeschool Theatre****Background**

This educational program will teach children from the ages of 6-17 all about theatre. Children in the program will learn about acting, music, dance and so much more. The Perform Murfreesboro Mission is that the theatre can teach children life skills, et cetera. The class will meet on Wednesday mornings from 9:30-11:30 in The Washington Theatre. The class will begin in August and run through the performance of Winnie the Pooh in March at The Washington Theatre. Perform Murfreesboro also wants to tour the show around the City elementary schools (the week after the performance at Patterson) as a way to give back to the community and share the love of theatre to elementary aged children. Homeschool children are the best avenue to do this type of outreach through Perform Murfreesboro because they don't need to be excused from school during the day. Completing this course will allow the participants to have a sense of accomplishment and pride in themselves for sticking with an in-depth program. The benefits to these children could be felt their entire lives. This class is limited to 40 students. Each child that joins the class will be given a role to play in the production - from Cast Member to Asst. Director, Prop Master to Sound and Scenic Designer. This class will be taught by Susan Hicks and Shelby Parfait.

**Fiscal Impact**

The fiscal impact of this program is a total of \$50.00 per semester per student with a cap per family of \$100.00 a semester. This will ensure attendance because it is a performance-based program. The fees will go towards costuming and t-shirts for the group.

**Concurrence**

Homeschool Theatre, with its \$50 per semester fee per student or \$100 fee per semester per family, was unanimously approved by the MPRC at its June 6, 2018, meeting.

**Recommendation**

I recommend that Council approve the program: Homeschool Theatre/Winnie the Pooh and its requested fees.

**Item V – All-Star Cast to Wilson County Fair****Background**

Perform Murfreesboro has been invited to perform on stage at the Wilson County Fair. The Cultural Arts staff would like to take its Season Reveal Class and Musical Theatre Leads from this past year to perform the Season Reveal production at the fair. This includes approximately 20 Perform Murfreesboro members. Staff would use this time to reward the leads as well as the students who participated in the Season Reveal class. This would also advertise Perform Murfreesboro for a broader audience. If this is approved, the students plus chaperones would receive free entry into the fair the day of the performance. Two rehearsals before the performance will be needed. These would take place at Bradley Academy Museum. Being able to have the confidence to perform on another stage is a valuable skill for these children to learn, and being invited to

perform is a privilege. The children will make memories that will last a long time and will bring the Perform Murfreesboro core kids closer. This is a unique opportunity that will benefit the Cultural Arts program, the City of Murfreesboro and the children involved.

**Fiscal Impact**

The fiscal impact of this program is a total of \$15.00 per student for t-shirts that represent the program, if the students do not already have a Perform Murfreesboro t-shirt. Possibly a van or bus will be needed for transportation as well, although the cast could carpool. This class will be taught by Susan Hicks and Shelby Parfait.

**Concurrence**

At its June 6, 2018, meeting, the Murfreesboro Parks and Recreation Commission unanimously approved allowing the Perform Murfreesboro All-Star Cast to perform at the Wilson County Fair, with a fee of \$15.00 per student as needed for a program t-shirt.

**Recommendation**

It is recommended that the Council approve the program: All-Star Cast to the Wilson County Fair and the \$15.00 t-shirt fee per student, if needed.

Respectfully,

Angela Jackson, CPRP  
Director

**USE AGREEMENT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
TENNESSEE STATE SOCCER  
AND  
MURFREESBORO SOCCER CLUB  
FOR  
“NASHVILLE SC CUP” SOCCER TOURNAMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Murfreesboro, Tennessee (the “City”) and TN State Soccer and Murfreesboro Soccer Club, hereafter referred to as “User” for the Nashville SC Cup Soccer Tournament, hereinafter referred to as the "event".

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

The City agrees to allow User to use Richard Siegel Soccer Park (as described below in section 2) hereafter referred to as “Property” for the sole purpose of conducting the Nashville SC Cup Soccer Tournament. The User agrees to comply with the terms of this Agreement, the rules and regulations of the Murfreesboro Parks and Recreation Department (Department”), and applicable city, state and federal laws and regulations.

2. Term.

The term of this Agreement shall be for the four (4) day event to be held for three consecutive years, Friday, August 31, 2018 and ending Monday, September 3, 2018, Friday, August 30, 2019 and ending Monday, September 2, 2019, and Friday, September 4, 2020 and ending Monday, September 7, 2020. The User shall have an exclusive right to use the fields assigned to it during the Event. The User shall have a non-exclusive right to use the Property during the term of the Agreement but only on the dates and at the times specified below. User may not schedule any activity (practice, game, tournament) for the Property for a date or time other than as specified below except as specifically approved by the Director of the Parks and Recreation Department or the Director's designee.

DATE(S): Friday, August 31, 2018 through Monday, September 3, 2018

TIME(S): 8:00 a.m. – 10:00 p.m.

DESCRIPTION OF EVENT: Soccer Tournament

AREA(S) TO BE UTILIZED: Richard Siegel Soccer Complex (14 Game Fields & Stadium)

DATE(S): Friday, August 30, 2019 through Monday, September 2, 2019

TIME(S): 8:00 a.m. – 10:00 p.m.

DESCRIPTION OF EVENT: Soccer Tournament

AREA(S) TO BE UTILIZED: Richard Siegel Soccer Complex (14 Game Fields & Stadium)

DATE(S): Friday, September 4, 2020 through Monday, September 7, 2020  
TIME(S): 8:00 a.m. – 10:00 p.m.  
DESCRIPTION OF EVENT: Soccer Tournament  
AREA(S) TO BE UTILIZED: Richard Siegel Soccer Complex (14 Game Fields & Stadium)

3. City's Obligations.

- a. The City shall maintain the Richard Siegel Soccer Complex for the normal schedule set forth in Clause 2.
- b. The City shall provide a staff member that will serve as the MPRD's point of contact and aid in monitoring the Event.
- c. The City of Murfreesboro Parks and Recreation Department will provide fifth teen game ready playing fields which includes the Stadium for the event. Additional preparation may incur additional fees, which shall be agreed upon by the parties prior to incurring the expense.
- d. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms needed. Additional clean-up and paper products shall be provided by the User.
- e. The City and User shall determine whether severe weather conditions (rain, lightning, tornado, sleet, snow, wind, severe storms, or acts of God) have made the Property unusable and when play can resume if a determination was jointly made to stop play. Every effort will be made to cooperate with User to determine when play can resume; however, the City shall have the final decision as to whether play may resume.
- f. The City shall be responsible for providing trash liners for receptacles and for the disposal of trash and litter from such receptacles.
- g. The City shall provide a litter free facility for User to utilize for the start of their event.
- h. The City will evaluate the overall success of tournament at its conclusion, and will determine if this opportunity will be extended to the User the following year. This determination will be contingent upon the success of the tournament conducted in 2018, and the partnership between tournament organizers and the Rutherford County Chamber of Commerce. If all facts are acceptable, the City will grant first right of refusal to the User for concurrent dates in the 2019 and 2020 season.

4. User's Obligations

- a. The User shall utilize the Property in its current condition unless it is deemed by the City or User to be in an unsafe condition. The City will make every effort to make the correction to the unsafe condition but if the correction cannot be made the City will provide additional facilities that would be determine safe by both parties if available.

- b. The User shall be responsible for notifying all county and city agencies relating to the safe operation of the Event, e.g., Murfreesboro Police Department, Murfreesboro Parks and Recreation Department, etc.
- c. The User shall be responsible for providing enough staff to conduct the Event in a safe and enjoyable manner, and shall be prepared to provide additional security upon the City's request if a reasonable showing of need is made by the City based on its current policies and operations.
- d. The User shall maintain the parking lot, playing fields and common areas in a trash-free condition. User shall encourage trash and litter pick-up and placement into receptacles, so that the areas are kept in a clean and orderly state by the use of signage, frequent announcement, and labor by User's members and supporters.
- e. The User shall inspect the playing fields and facilities are safe before usage. The User shall immediately advise the Department's representative or designee of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.
- f. The User shall provide the City access to any and all records of User relative to this Use Agreement, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement and User shall provide copies of same to City if necessary.
- g. Any food and beverage concessions shall be operated through the Murfreesboro Soccer Club.
- h. User shall provide any first aid supplies and/or medical assistance required during the Event including, but not limited to, preparing for exposure to blood borne pathogens.
- i. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Permits issued by the City of Murfreesboro Parks and Recreation Department will be required for approved outside vendors. There will be a charge of \$100.00 for each permit issued. Vendors shall comply with all state and city laws and regulations. User's existing sponsors/partners are explicitly exempted from the definition of outside vendor for the purposes of this paragraph and this Agreement.
- j. User shall provide a written description of field requirements at least two weeks prior to Event.
- k. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000.00 per occurrence during the term of the Event, which insurance policy shall list the City of Murfreesboro, 111 W. Vine St., Murfreesboro, TN 37130 as an additional insured. A certificate of insurance and endorsement to this effect must be presented to the Department at the time of signing this agreement.
- l. The User accepts the Property as suitable for the purpose of the Event. User shall protect and maintain the Property except for maintenance to be performed by City



as described herein. User shall pay City for any damage to Property during the term of this Agreement as determined by City based on pre- and post-event inspections.

- m. The User shall provide and pay officials and scorekeepers during the Event.
- n. The User will limit the number of teams participating to two hundred and twenty.

5. User's Representations.

- a. User agrees to pay the City two (2) weeks prior to the event each year for fields used at the rate of \$150 per day per field.
- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to sex, race, religion, national origin, or disability and that its programs and services will comply with the Americans with Disability Act.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without prior approval of the City. All signs must conform to City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior approval of the City and the approval of all appropriate City agencies.

9. Indemnification by User.

User shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

10. Termination of Agreement.

This Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms of this Agreement. In the event of a breach of this Use Agreement the City may, but is not required to, give the User an opportunity to timely correct the default.

11. Amendment.

This Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories thereto.

In witness whereof, the City and User have executed this Agreement on the day and date first written above.

**CITY OF MURFREESBORO**

\_\_\_\_\_  
Angela Jackson, Director  
Murfreesboro Parks & Recreation Department

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

**TENNESSEE STATE SOCCER**

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelley Blevins Baker, Assistant City Attorney

**MURFREESBORO SOCCER CLUB**

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

Title: \_\_\_\_\_

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

No Digital Copy



Office of the Mayor/City Council  
c/o Georgia Meshotto  
P. O. Box 1139  
Murfreesboro, TN 37133-1139

June 4, 2018

Dear Mayor and City Council,

The Uncle Dave Macon Day's Committee respectfully request permission to hang a banner above East Main Street on **Friday, July 5, 2019 through Monday, July 15, 2019** to announce Uncle Dave Macon Days Festival.

Georgia Meshotto has verified that these dates are available. Thank you for your time and consideration of this rrequest.

Best Regards,

*Gloria Christy*

Gloria Christy

President

Uncle Dave Macon Days

Telephone/email: 615.893.2371 or 615.668047 gsc714@hotmail.com

May 17, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, May 17, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade

The following representatives of the City were also present:

James Crumley, Interim City Manager  
Jennifer Moody, Assistant City Manager  
Melissa Wright, City Recorder/Finance Director  
Craig Tindall, City Attorney  
David Ives, Deputy City Attorney  
Gary Whitaker, Planning Director  
Marina Rush, Principal Planner  
Sam Huddleston, Assistant City Engineer  
Chad Gehrke, Airport Manager  
Pam Russell, Human Resources Director  
Chris Clausi, Assistant Human Resources Director  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Council Member Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland commented on his participation in judging 3<sup>rd</sup> graders at Overall Creek Elementary who played the role of engineers to design, give power point presentations and display 3-D models for rooftop gardens in Murfreesboro. The sixth-grade class turned two classrooms into Egyptian Pyramids and gave a presentation on mummification and other practices. Overall Creek Elementary School was one of only 15 schools (including all elementary, middle and high schools) across the State to receive the State STEM Designation.

Mayor McFarland announced that the Police Memorial was celebrated today at the new Police Headquarters where officers who had fallen in the line of duty were recognized.

Mr. Greg Tucker, Rutherford County Historian, gave historical facts on the period of 1818 through 1826 where Murfreesboro served as the State Capital. During that time, the Legislative Branch of the State Government (General Assembly) convened four times in Murfreesboro. At the same time, the governor and his successor maintained their offices and conducted the day-to-day business of the State from Nashville. The State Bank, State Prison, and State Judiciary (now considered the Supreme Court) were all based in Nashville during this period. In 1949, the Governor signed a resolution passed by the State Legislature stating that Murfreesboro was the State Capital from 1818 to 1826.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Community Development Director:
  - A. 2018-19 Fourth-Year Action Plan.
  - B. Housing Rehabilitation: 1602 Fowler Street - Change Order No. 2.
- 2) Request from Oaklands Mansion to hang a banner across East Main Street from November 23-December 4, 2018 to promote the 35<sup>th</sup> Annual Candlelight Tour of Homes.

(Insert letter from the Community Development Director here.)

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

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on April 19, 2018; special meetings held on May 1, 2018 (SGR & Budget) and May 3, 2018 (Public Comment); and the regular meeting held on May 3, 2018. Mr. Wade seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 18-OZ-20 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 4.53 acres in the Planned Commercial Development (PCD) District located along New Salem Highway and Salem Creek Drive (Salem Creek Commons PCD) as indicated on the attached map; Development Management Group, LLC, applicant [2018-408]," which passed first reading on May 10, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

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

(Insert ORDINANCE 18-OZ-20 here.)

An ordinance, entitled "ORDINANCE 18-OZ-22 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.42 acres along North Maple Street (Maple Nook PRD) from Duplex Residential (RD) District to Planned Residential Development (PRD) District; Blue Sky Construction, applicant [2018-407]," which passed first reading on May 10, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

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

(Insert ORDINANCE 18-OZ-22 here.)

The following letter from the Principal Planner was presented to the Council:

(Insert letter dated May 11, 2018 here with regards to ORDINANCE 18-OZ-08 to zone an area along Asbury Road to PUD.)

Ms. Marina Rush addressed Council's directive to modify items in the Planned Unit Development Book that would change the roof height of the barrel house buildings from 66' to 56' tall and modify the language so that the access off Asbury Road would not be available to the public once the distillery is open. She noted that the Fire Marshal has confirmed that all fire requirements have been completed and are in place at the site.

The following letter of recommendations from the Assistant City Engineer was presented to the Council:

(Insert letter dated May 17, 2018 here with regards to Road Development Agreement for MTI-11 Phase 1 to serve Sazerac; Proposal from SEC, Inc. for Engineering Services for MTI-11 Design; and Proposal from Griggs & Maloney, Inc. for Phase I TEER Services for State Industrial Access Grant.)

The Assistant City Engineer corrected the City's portion for Mid-Term Improvement 11 (MTI-11) to \$1,332,000.00 instead of \$1,772,000.00. The total cost of this project is \$5,392,000.00 and right-of-way value is \$544,000.00. Actual hard construction dollars are projected at \$4,848,000.00. The Road Development Agreement establishes private contributions totaling \$2,516,000.00. It is anticipated that this project and the Sazerac development would be complete by mid-2020.

Mr. LaLance made a motion to accept the recommendation of the Assistant City Engineer to approve the Road Development Agreement for Mid-Term Improvement 11 (MTI-11) Phase 1 to serve Sazerac, subject to any minor final edits by the City Attorney. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mr. Smotherman made a motion to accept the recommendation of the Assistant City Engineer to approve the proposal from SEC, Inc. in the amount of \$266,750.00, funded from initial payments provided in the Road Development Agreement and, any additional funding to come from reserves with reimbursement from a future or current CIP Loan, for engineering services for Mid-Term Improvement 11 (MTI-11) and authorize the Mayor to execute said agreement on behalf of the City subject to final review and approval by the



City Attorney. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. LaLance made a motion to accept the recommendation of the Assistant City Engineer to approve the proposal from Griggs & Maloney in the amount of \$18,100.00, funded from initial payments in the Road Development Agreement from adjacent property owners, and any additional funding to come from reserves with reimbursement from a future or current CIP Loan, for Phase I TEER Services and authorization of the City Manager to execute said proposal on behalf of the City, subject to final review and approval of the City Attorney. Mr. Wade seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 18-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 55 acres along Asbury Road as Planned Unit Development (PUD) District, simultaneous with annexation; Sazerac of Tennessee, applicant [2017-449]," which passed first reading on April 19, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: Bill Shacklett

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

(Insert ORDINANCE 18-OZ-08 here.)

The following renewals of Certificate of Compliance for Wine in Retail Stores was presented for approval:

- A. Jason Alford at Sam's Club #6501, 125 John R Rice Boulevard.
- B. Bruce A. DiMarco, Jr. at Walmart #5148, 1153 Fortress Boulevard.
- C. Kenneth Wade Duncan at Walmart #416, 140 Joe B. Jackson Parkway.
- D. James T. Fox at Walmart #682, 2000 Old Fort Parkway.
- E. Rixceny Michelle Lovelace at Walmart #2757, 2012 Memorial Boulevard.

The City Recorder/Finance Director indicated that the State requires renewal every two years, and these applicants have met the City's requirements.

Mr. LaLance made a motion to approve Certificates of Compliance for Jason Alford, Bruce A. DiMarco, Jr., Kenneth Wade Duncan, James T. Fox and Rixceny Michelle Lovelace. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter of recommendations from the Human Resources Director was presented to the Council:

(Insert letter dated May 17, 2018 here with regards to revisions to Employee Handbook Sections 1033-Temporary Limited Duty; Section 1023-Call-In To Duty; and 1006-Health and Welfare Benefits.)

The Human Resources Director reviewed the revisions and answered questions from the Council.

Mr. Wade made a motion to accept the recommendation of the Human Resources Director to approve revisions to Employee Handbook Section 1033-Temporary Limited Duty; Section 1023-Call-In to Duty; and Section 1006-Health and Welfare Benefits. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. LaLance made a motion to appoint Ms. Mary Beth Hagan to fulfill the term of Mr. Marion Bean on the Disciplinary Review Board with term ending 9/30/19 and appoint Officer Sam Smith as an employee representative on the Pension Committee for a one-year term ending 06/01/2019. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director presented a request to approve a Special Event Beer Application for the BEP Foundation, 3050 Medical Center Parkway, with fundraising event to be held on June 2, 2018 at MMC Parking Lot, 1272 Garrison Drive. Beer Applications were presented for Mi Patria Mexican Restaurant (ownership change), 230 Stones River Mall Boulevard and Genghis Grill (ownership/name change), 2615 Medical Center Parkway, both of which are pending completion of all required building and codes inspections.

Vice-Mayor Scales Harris made a motion to approve a Special Event Beer Permit for BEP Foundation and approve Beer Permits for Mi Patria Mexican Restaurant and Genghis Grill upon successful completion of all building and codes inspections. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director indicated there were no statements to be considered for payment.

Under other business, the Interim City Manager requested that the Council consider scheduling a special meeting on May 24, 2018 at 4:00 p.m. to begin review of the 2018-2019 City of Murfreesboro Budget. The scheduled meeting on May 24, 2018 at 4:00 p.m. was previously advertised to continue discussions with SGR regarding the position of City Manager; however, at this point, the budget needs to take priority.

Mr. Smotherman felt the timing with the City Manager's position is becoming more critical as we begin budget review and the tremendous challenges that the City is currently facing.

Mr. Smotherman made a motion to direct the Interim City Manager, Jim Crumley, to begin negotiations for a contract agreement with the current City Attorney, Craig Tindall, to serve as the City's future City Manager. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Crumley noted that Attorney Sandra Trail has agreed to assist with the contract. She has a great deal of expertise when it comes to retirement and those types of issues that might be of great service in this contract. He also felt that Mr. Tindall's skills and abilities, both organizationally and administratively, would pull this organization together in a direction that Council would set.

There being no further business, Mayor McFarland adjourned this meeting at 7:40 p.m.

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SHANE MCFARLAND - MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

# City of Murfreesboro

## Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

**Name of Business Entity** Wal-Mart Stores East, LP

**Type of Application:**

**Renewal - wine sale in retail store**

<b>Corporation</b>	<u>X</u>
<b>Partnership</b>	<u></u>
<b>Sole Proprietor</b>	<u></u>

**Store Manager**

<b>Name</b>	Kenneth Martin Knee
<b>Age</b>	56
<b>Home Address</b>	3164 Highgate Rd.
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	White/M

**10 Year Background Check Findings:**

City of Murfreesboro:	None
Rutherford:	None
Davidson County:	None
TBI/ INTEGRA	No indication of any record that may preclude the applicant for consideration.

**Name of Business** Walmart #5182

**Business Location** 2478 New Salem Hwy.

**Application Completed Properly?** Yes

**Location meets zoning requirement?** Yes

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

# City of Murfreesboro

## Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

**Name of Business Entity** Wal-Mart Stores East, LP

**Type of Application:**

**Renewal - wine sale in retail store**

<b>Corporation</b>	<u>X</u>
<b>Partnership</b>	<u></u>
<b>Sole Proprietor</b>	<u></u>

**Store Manager**

<b>Name</b>	Chrystal Len Agent-Smit
<b>Age</b>	34
<b>Home Address</b>	3181 Ostella Rd.
<b>Residency City/State</b>	Cornersville, TN
<b>Race/Sex</b>	White/F

**10 Year Background Check Findings:**

City of Murfreesboro:	None
Rutherford:	None
Davidson County:	None
TBI/ INTEGRA	No indication of any record that may preclude the applicant for consideration.

<b>Name of Business</b>	Walmart #5057
<b>Business Location</b>	2900 S Rutherford Blvd.

**Application Completed Properly?** Yes

**Location meets zoning requirement?** Yes

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

# City of Murfreesboro

## Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

**Name of Business Entity** Kroger Limited Partnership 1

**Type of Application:**

**Renewal - wine sale in retail store**

<b>Corporation</b>	<u>          X          </u>
<b>Partnership</b>	<u>                          </u>
<b>Sole Proprietor</b>	<u>                          </u>

**District Manager**

**Name** Jules Smith

**Age** 43

**Home Address** 364 Crooked Creek Lane

**Residency City/State** Hendersonville, TN

**Race/Sex** Black/M

**10 Year Background Check Findings:**

City of Murfreesboro: None

Rutherford County: None

Nashville/Davidson County: None

TBI/ INTEGRA No indication of any record that may preclude the applicant for consideration.

**Name of Business** Kroger #532

**Business Location** 2449 Old Fort Parkway

**Name of Business** Kroger #543

**Business Location** 2946 S Church St.

**Name of Business** Kroger #529

**Business Location** 1776 W Northfield Blvd.

**Name of Business** Kroger #539

**Business Location** 2325 Memorial Blvd.

**Name of Business** Kroger #564

**Business Location** 2050 Lascassas Pike

**Name of Business** Kroger #521

**Business Location** 1622 Middle Tennessee Blvd.

**Application Completed Properly?** Yes

**Location meets zoning requirement?** Yes

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

FOR  
YOUR  
INFORMATION

# PUBLIC HEARINGS



**June 14, 2018**





*... creating a better quality of life.*

## **Regular Agenda**

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June 7, 2018

Honorable Mayor and Members of City Council

Re: Public Hearings to be held on June 14, 2018

### **Background**

Attached is additional information for the public hearings to be held by the City Council. The items are as follows:

- a. Zoning application [2018-411] for approximately 5.8 acres located along Osborne Lane to be rezoned from RS-15 to RS-10, Randy Friedsam applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- b. Zoning application [2018-413] PRD amendment for Oak Haven PRD on approximately 5.01 acres located along Conhocken Court, Courtland Coleman applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- c. Annexation plan of services and annexation petition [2018-502] for approximately 18.75 acres located along Armstrong Valley Road, Cornerstone Development, LLC applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- d. Zoning application [2018-409] for approximately 18.29 acres located along Armstrong Valley Road to be zoned RS-6 simultaneous with annexation and approximately 44.5 acres to be rezoned from RS-8 to RS-6, Cornerstone Development, LLC applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- e. Annexation plan of services and annexation petition [2018-503] for approximately 0.96 acres located along Indian Park Drive, Glen Hutchinson applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- f. Zoning application [2018-410] for approximately 4.73 acres located at 2615 South Rutherford Boulevard to amend the Rutherford Boulevard Self-

Storage PCD, Eco-Site applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.

- g. Zoning application [2018-412] for approximately 3.64 acres located along Franklin Road and Veterans Parkway to be rezoned from CF to CH, Veterans Commons, GP applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.
- h. Zoning application [2018-403] for approximately 8.99 acres located along Old Fort Parkway to be rezoned from CH to PRD (Village at Old Fort PRD), Investment Partners, LLC applicant. The Planning Commission voted to recommend approval on May 2, 2018 by a vote of 4-1.
- i. Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use [2018-801]; pertaining to site plan review and minimum parking requirements for outdoor seating areas, commercial centers, and neighborhood shopping centers, City of Murfreesboro Planning Department applicant. The Planning Commission voted unanimously (5-0) to recommend approval on May 2, 2018.

### **Recommendation**

The City Council will need to conduct public hearings on these matters, after which it will need to consider resolutions and ordinances, respectively, for their adoption.

### **Concurrences**

The Planning Commission conducted public hearings on all nine items on May 2, 2018 and is recommending their approval.

### **Attachments**

1. Staff Comments from the May 2, 2018 Planning Commission meeting
2. Illustrations of the areas
3. Planned development pattern books for items “b”, “f”, and “h”
4. Plan of services for items “c” and “e”
5. Miscellaneous exhibits
6. Minutes from the May 2, 2018 Planning Commission meeting

Respectfully Submitted,

Matthew T. Blomeley, AICP  
Assistant Planning Director

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS  
MAY 2, 2018**

**3.a. Zoning application [2018-411] for approximately 5.8 acres located along Osborne Lane to be rezoned from RS-15 to RS-10, Randy Friedsam applicant.**

The subject property is located north of Osborne Lane. The property includes a 4.8-acre parcel (Tax Map 068, Parcel 54.00) and a 0.96 acre (Tax Map 068 Parcel 054.01) parcel. The properties are presently zoned RS-15 (Multi-family Residential District) and the larger parcel has frontage along Osborne Lane and the smaller parcel will have access to the north through single-family streets.

The applicant has submitted a request for rezoning to RS-10 (single-family residential district) to allow development of the property with single-family lots that will have a minimum lot size of 10,000 square feet as opposed to the minimum required for RS-15-15,000 square feet minimum.

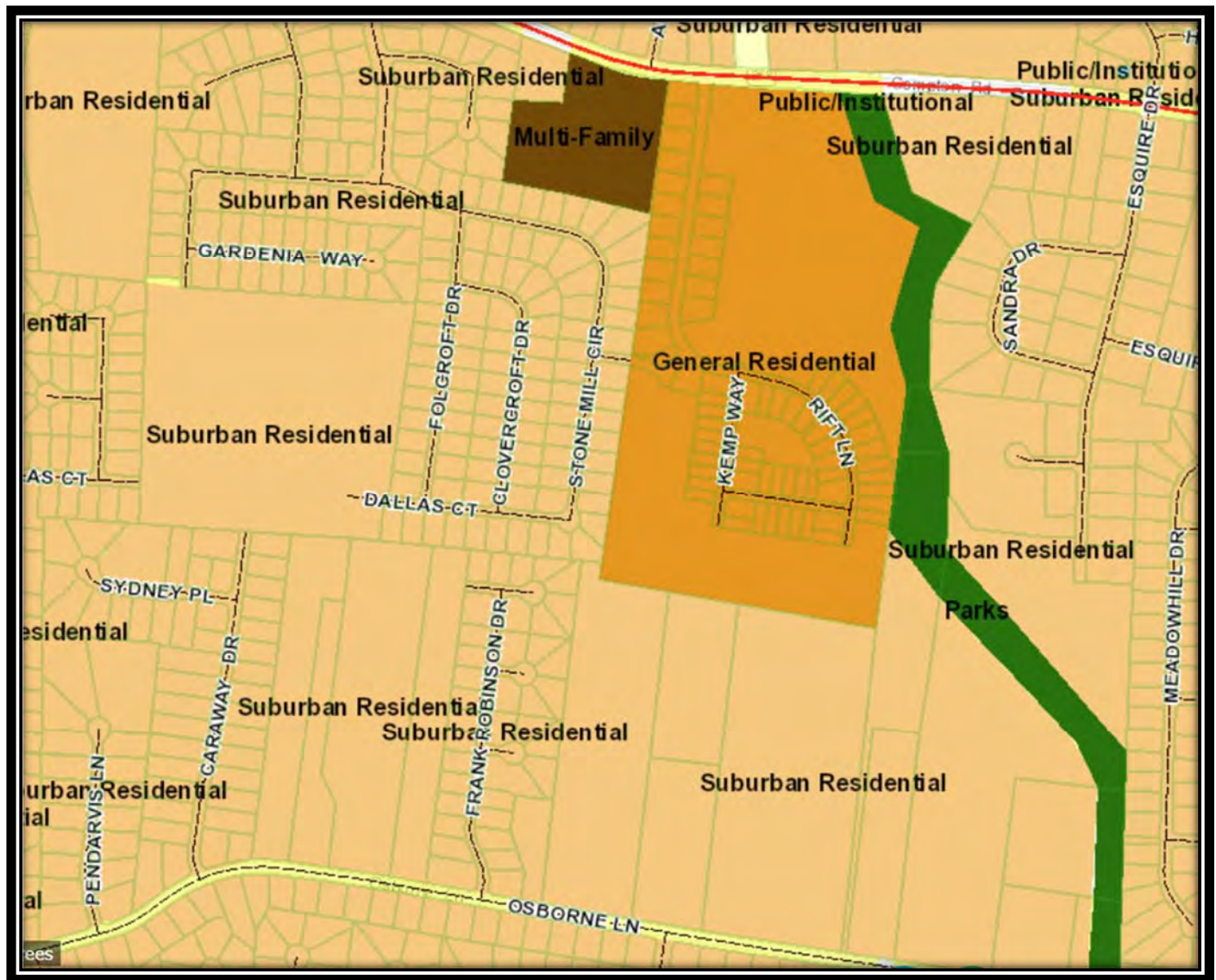
All adjacent properties are zoned for residential purposes. Adjacent properties to the west are zoned RS-10 and the properties to the west and south are zoned RS-12. The properties to the north are zoned PRD and is the location of the Valleybrook development.

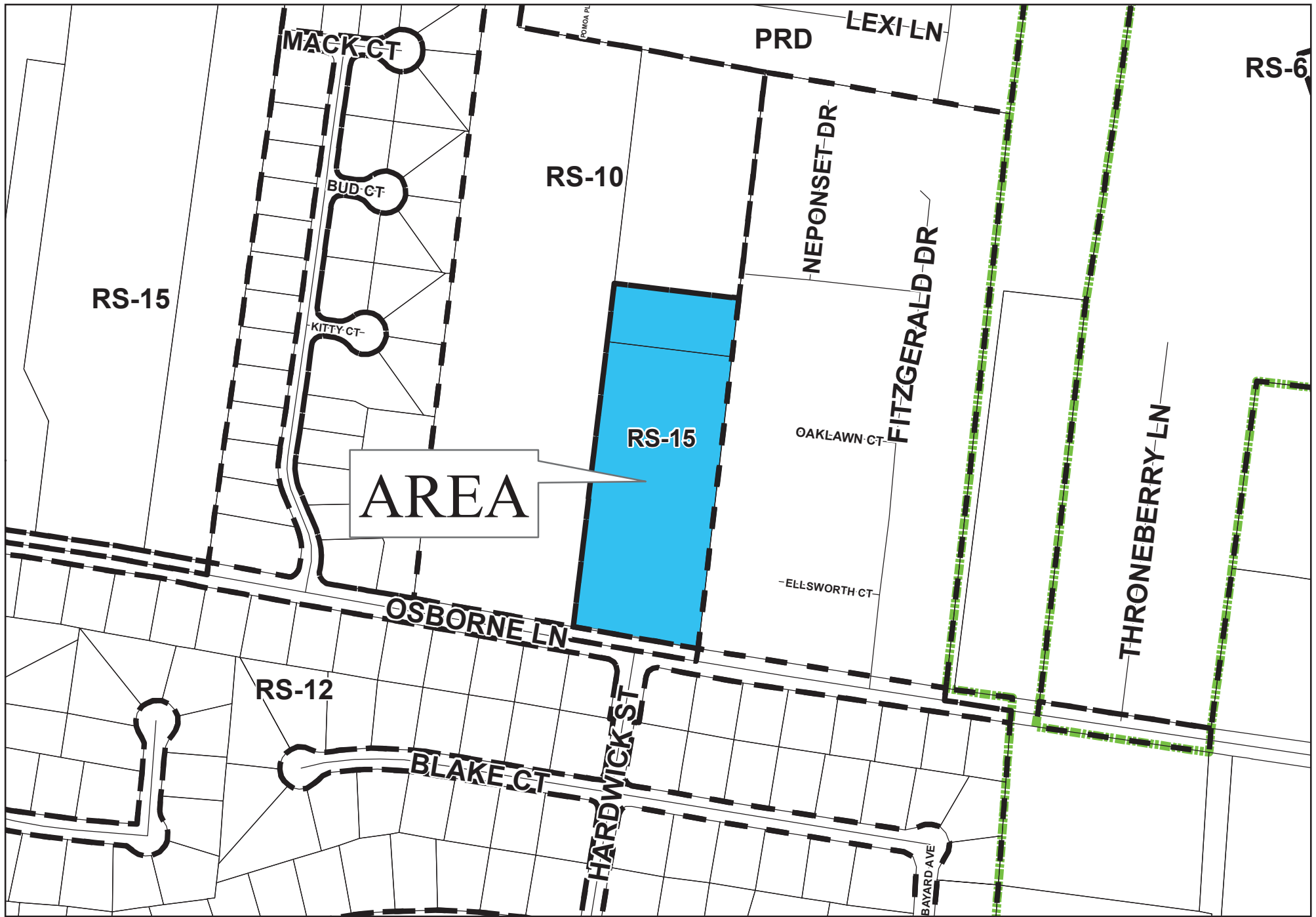
**Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that Suburban Residential is the most appropriate land uses for the subject property. This community character classification accommodates the new development that continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. The recommended zoning districts range from RS-15 to RS-10, including PRDs, and has a density of 2.0 to 3.54 dwelling units per acre. The applicant's rezoning request appears to be consistent with the Land Use Plan's recommendations.

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

## Murfreesboro 2035 – Future Land Use Map

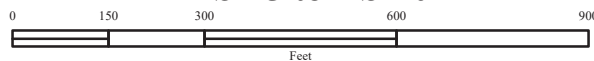




Rezoning Request for Property Along Osborne Lane  
RS-15 to RS-10



Path: G:\planning\rezon\OsborneLn4\_2018.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

April 19, 2018

Mr. Gary Whitaker  
Planning Director  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Rezoning Request  
Described as Tax Map #068 05400 consisting of 5.63 +/- acres located at 725 Osborn Lane in Murfreesboro, TN.

Dear Mr. Whitaker:

On behalf of our client, Mr. Randy Friedsom, we hereby request to rezone the property located at Tax Map #068 05400 currently zoned RS-15 to RS-10. See the attached exhibit for the exact property line. Thank you for considering our request.

Sincerely,  
HUDDLESTON-STEELE ENGINEERING, INC

.

Clyde Rountree, RLA









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

REZONING APPLICATION FORM  
\$600.00 per application

**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 \$600.00 non-refundable application fee.

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

**To be completed by applicant:**

APPLICANT: HUDDLESTON - STEELE ENGINEERING

Address: 2115 NW BROAD STREET City/State/Zip: MURFREESBORO, TN. 37129

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

PROPERTY OWNER: VAN POWERS

Street Address or  
property description: 725 OSBORNE LANE

and/or Tax map #: 068 Group: \_\_\_\_\_ Parcel (s): 05400

Existing zoning classification: RS-15

Proposed zoning classification: RS-10 Acreage: 4.00 AC ±

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE @ HUDDLESTON - STEELE ENGINEERING

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

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 3-29-2018

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: 2018-411

Amount paid: 600.00 Receipt #: 364163



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

**CITY HALL**

**7:00 PM**

## **MEMBERS PRESENT**

Kirt Wade, Vice Chairman  
Kathy Jones  
Ken Halliburton  
Eddie Smotherman  
Warren Russell

## **STAFF PRESENT**

Gary Whitaker, Planning Director  
Matthew Blomeley, Assist. Planning Dir.  
Donald Anthony, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Ram Balachandran, Assist. Traffic Director  
Sam Huddleston, Assist. City Engineer Dir.

**Chairman Bob Lamb called the meeting to order after determining there was a quorum.**

## **Public Hearings**

**Zoning application [2018-411] for approximately 5.8 acres located along Osborne Lane to be rezoned from RS-15 to RS-10, Randy Friedsam applicant.** Mr. Matthew

Blomeley began by describing the subject property located north of Osborne Lane. The property includes a 4.8-acre parcel (Tax Map 068, Parcel 54.00) and a 0.96-acre (Tax Map 068 Parcel 054.01) parcel. The properties are presently zoned RS-15 (Multi-family Residential District) and the larger parcel has frontage along Osborne Lane and the smaller parcel would have access to the north through single-family streets.

The applicant has submitted a request for rezoning to RS-10 (single-family residential district) to allow development of the property with single-family lots that would have a minimum lot size of 10,000 square feet as opposed to the minimum required for RS-15-15,000 square feet minimum.

All adjacent properties are zoned for residential purposes. Adjacent properties to the west



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

are zoned RS-10 and the properties to the west and south are zoned RS-12. The properties to the north are zoned PRD and is the location of the Valleybrook development.

## **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that Suburban Residential is the most appropriate land uses for the subject property. This community character classification accommodates the new development that continues around the City's periphery, a lower density Suburban Residential (SR) development would help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. The recommended zoning districts range from RS-15 to RS-10, including PRDs, and has a density of 2.0 to 3.54 dwelling units per acre. The applicant's rezoning request appears to be consistent with the Land Use Plan's recommendations.

Mr. Clyde Rountree and Mr. Randy Friedsam were in attendance to represent the applicant. Mr. Clyde Rountree came forward making known this proposal would be a continuation with the adjacent property the applicant owns. The character and quality of the houses would be all masonry and would be consistent with the neighboring homes along Osborne Lane.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Mr. Eddie Smotherman made a motion to approve, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.**

**MURFREESBORO PLANNING COMMISSION**  
**STAFF COMMENTS**  
**MAY 2, 2018**

**3.b. Zoning application [2018-413] PRD amendment for Oak Haven PRD on approximately 5.01 acres located along Conhocken Court, Courtland Coleman applicant.**

The subject property is located along the east side of Conhocken Court just north of Leslie Lane and totals approximately 5.01 acres. It is currently undeveloped and heavily treed. In 2007, the property was annexed and zoned as a PRD (Planned Residential District) called Oak Haven. The existing PRD makes provisions for the development of 26 single-family attached dwelling units, with minimum square-footages of 1,056 square-feet. Development has never moved forward under the existing PRD. The property was recently purchased and the new owner/developer wishes to implement his own vision for the property, which differs in some regards from what is currently approved. The changes he proposes are significant enough to warrant an amendment to the PRD zoning. He has submitted a new PRD pattern book, which, if approved, would replace the existing PRD pattern book.

Per the proposed pattern book, the name of the PRD will remain Oak Haven and the general layout is very similar. One of the primary changes proposed is to increase the number of dwelling units by 5 from 26 to 31, for an overall density 6.2 dwelling units per acre (compared to 5.2 dwelling units per acre in the existing plan). The minimum square-footage for the units is also proposed to increase from 1,056 to 1,835. The existing pattern book requires a minimum 75% brick or stone exteriors with the remaining 25% consisting of vinyl siding. The revised pattern book commits to 100% masonry, including brick and cementitious siding, with vinyl only allowed in the trim and soffit. It also commits to carriage-style garage doors. Architectural elevations are provided in the pattern book. Parking will be accommodated via garages and driveways, as well as guest parking areas. Each unit will have a 2-car attached garage and a driveway large enough to accommodate two (2) vehicles. Solid waste will be handled via a Dumpster. The street that will serve the units will be private with sidewalks on both sides. The primary amenity in the existing pattern book is a community garden; it is proposed to be replaced with a gazebo and a fire pit with seating. A 12'-wide Type C buffer is proposed along the perimeter of the entire site except along Conhocken Court. The buffer will attempt to incorporate existing trees where possible.

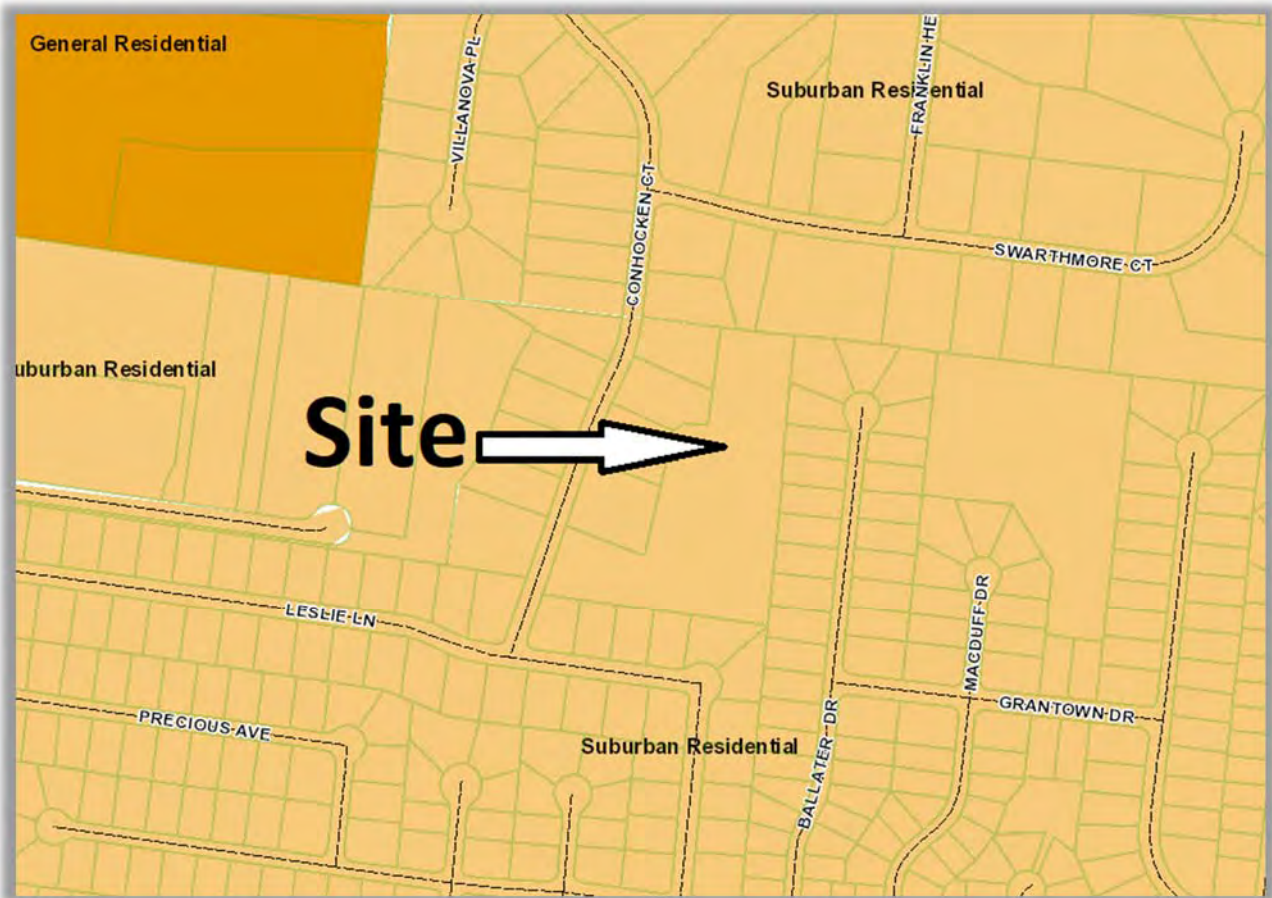
To the north of the subject property is the Franklin Heights single-family residential subdivision, which is located in the unincorporated County. Section 1 of the Plantation South single-family residential subdivision, which is also in the

unincorporated County, is located directly to the west. Plantation South Section 2, which is inside the City limits, is located to the south and zoned RS-12 (Single-Family Residential District 12). The Evergreen Farms single-family residential subdivision is located to the east and is zoned RS-10 (Single-Family Residential District 10).

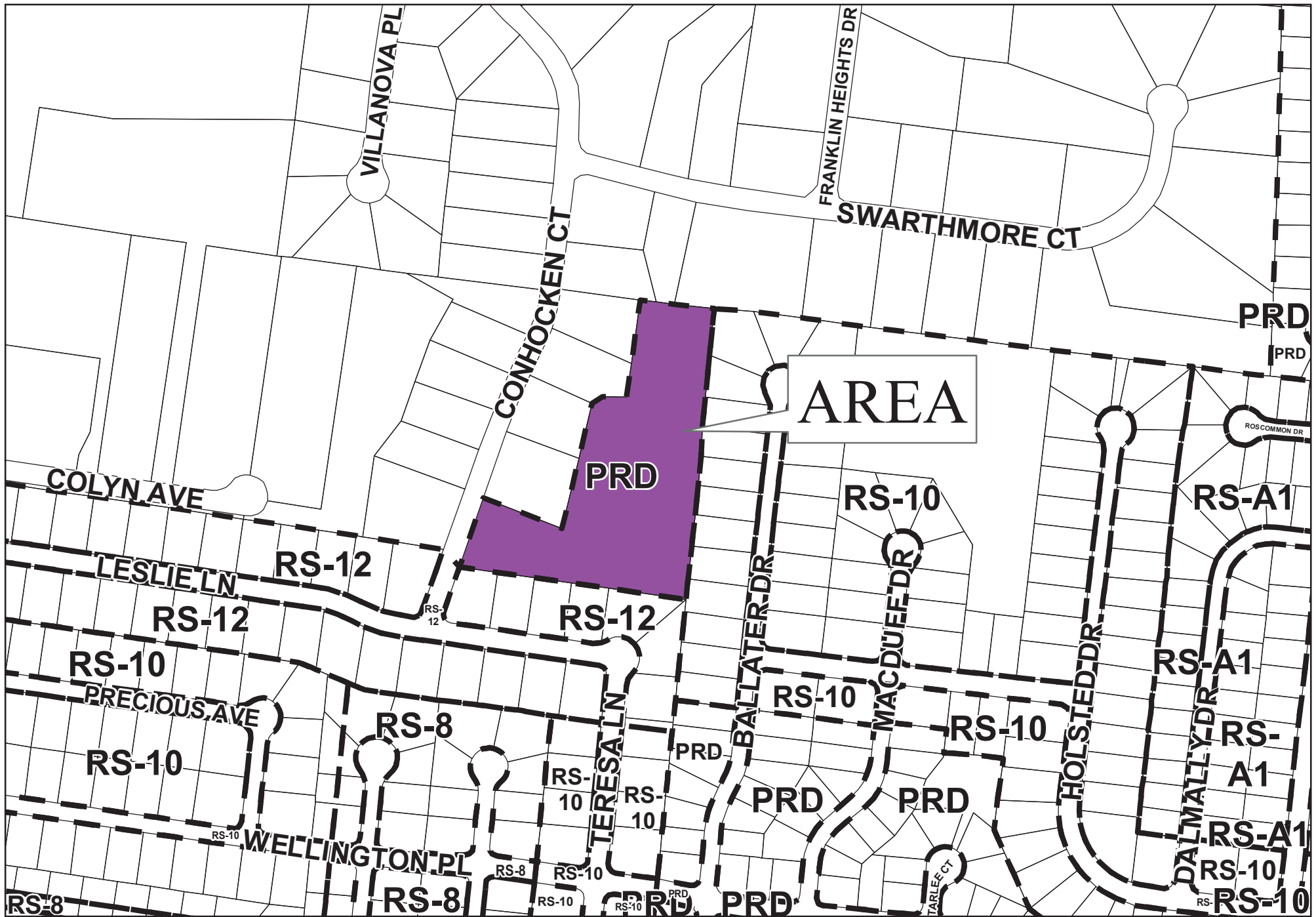
The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted in July 2017, recommends that the subject property develop as *Suburban Residential*. The plan recommends a density of 2.0 to 3.54 dwelling units per acre. Recommended development types include “detached residential dwellings” and “planned developments to provide other housing types (e.g., Auto-urban attached residential) but with increased open space to preserve a suburban character setting.” The density of the existing plan (5.2 dwelling units per acre) and the proposed plan (6.2 dwelling units per acre) both exceed the density recommended by the plan. It appears that the future land use map may not have taken into account the existing zoning entitlement for the property in its recommendation of the *Suburban Residential* category. However, the applicant contends that the single-family residential attached use is consistent with this category. An excerpt from the future land use map can be found on the following page.

The applicant conducted a neighborhood meeting on April 16<sup>th</sup> at Scales Elementary School. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council. The amended PRD pattern book has been included in the agenda packets for the Planning Commission’s review.

## Murfreesboro 2035 Comprehensive Plan Future Land Use Map







# Zoning Request for Property Along Conhocken Court PRD Amendment (Oak Haven PRD)



Path: G:\planning\rezon\ConhockenPRDAmend.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## REZONING APPLICATION FORM



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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

Received  
Planning Department

MAR 29 2018

111 West Vine Street  
Murfreesboro, TN 37130

### REZONING APPLICATION FORM \$600.00 per application

#### 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 \$600.00 non-refundable application fee.

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

#### To be completed by applicant:

APPLICANT: Courtland Coleman

Address: 503 N. Maple Street City/State/Zip: Murfreesboro, TN, 37130

Phone: (615) 405-4733 E-mail address: colemanrealtors@comcast.net

PROPERTY OWNER: Coleman Crew Realtors

Street Address or

property description: 430 Conhocken Ct.

and/or Tax map #: 101 Group: G Parcel (s): 1.00

Existing zoning classification: PRD

Proposed zoning classification: PRD (Amended) Acreage: 5.01

Contact name & phone number for publication and notifications to the public (if different from the

applicant): Ragan Smith Associates, c/o Randy Caldwell, (615) 546-6050

E-mail: rcaldwell@ragansmith.com

APPLICANT'S SIGNATURE (required): \_\_\_\_\_

DATE: 3-29-18

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: 2018-413

Amount paid: 600.00 Receipt #: 364166

Revised 1/2010



# OAK HAVEN

## PATTERN BOOK

SUBMITTED JUNE 6, 2018  
FOR JUNE 14, 2018 CITY COUNCIL PUBLIC HEARING

PAST REVISIONS:  
FEBRUARY 12, 2007  
JULY 5, 2006  
JUNE 22, 2006



# OAK HAVEN

PREPARED FOR :

COURTLAND COLEMAN AND JAY BARGER  
503 NORTH MAPLE STREET  
MURFREESBORO, TN 37130  
(615) 405-4733

PRESENTED BY :



LAND PLANNERS CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS SURVEYORS

100 EAST VINE ST. SUITE 402  
MURFREESBORO, TN 37130 (615) 546-6050  
WWW.RAGANSMITH.COM  
05-162 8098

MARK LYNN ARCHITECTURAL SERVICES

MARK LYNN  
6965 SUNNYWOOD DRIVE  
NASHVILLE, TN 37211  
(615) 308-5330  
MARKLYNN1@HOTMAIL.COM



# OAK HAVEN



## THE PROJECT.....6-16

- Introduction
- Vicinity Map
- About the Client/Post Development Control
- Survey
- Zoning Map
- Previously Approved Master Plan



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- Aerial Photograph
- Utility/Existing Uses/Access
- Utility Map



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- Preliminary Master Plan
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- Streetscape
- Parking



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- Amenity Plan/Features



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- Architectural Description
- Colored Front Elevation
- Proposed Cottage Units
- Cottage Floor Plans - First Floor
- Cottage Floor Plans - Second Floor



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THE PROJECT  
A



# INTRODUCTION

## Submittal Purpose

The PRD amendment submittal for Oak Haven is submitted by Courtland Coleman and Jay Barger for a 5.01 acre parcel of land shown on Rutherford County, Tax Map 101G Group A, as Parcel 001.00. This request is made to provide for a uniform development of the subject property in a manner to minimize the impact on surrounding neighborhoods and maintain the existing aesthetic qualities of the site. This Pattern Book is intended to replace the pattern book that was approved in 2007.

Coleman Crew Realtors is requesting the PRD be amended for a planned residential development to better provide the order and control needed to establish a small neighborhood, that will provide a quiet enclave inside a highly developed part of the city.

Engineering, conceptual design, and landscaping plans are being provided by the Murfreesboro office of Ragan-Smith Associates of Nashville, Tennessee.

## Project Location

Oak Haven consists of approximately 5.01 acres of land located on Conhocken Court which is approximately one half mile south of Highway 96/Franklin Road. It is approximately one and one half miles from the interchange of Interstate 24 and Highway 96.

All of the land around it has already been developed for residential use and this heavily wooded tract is a natural buffer between surrounding developments. The plan allows for increased green space and the ability to preserve the existing treeline and vegetation to be used as a natural buffer around the property.

Post development control will be accomplished with restrictive covenants enforced by a Master Homeowner's Association legally empowered to provide the leadership required to keep the development clean and secure.

## Revisions to the PRD include:

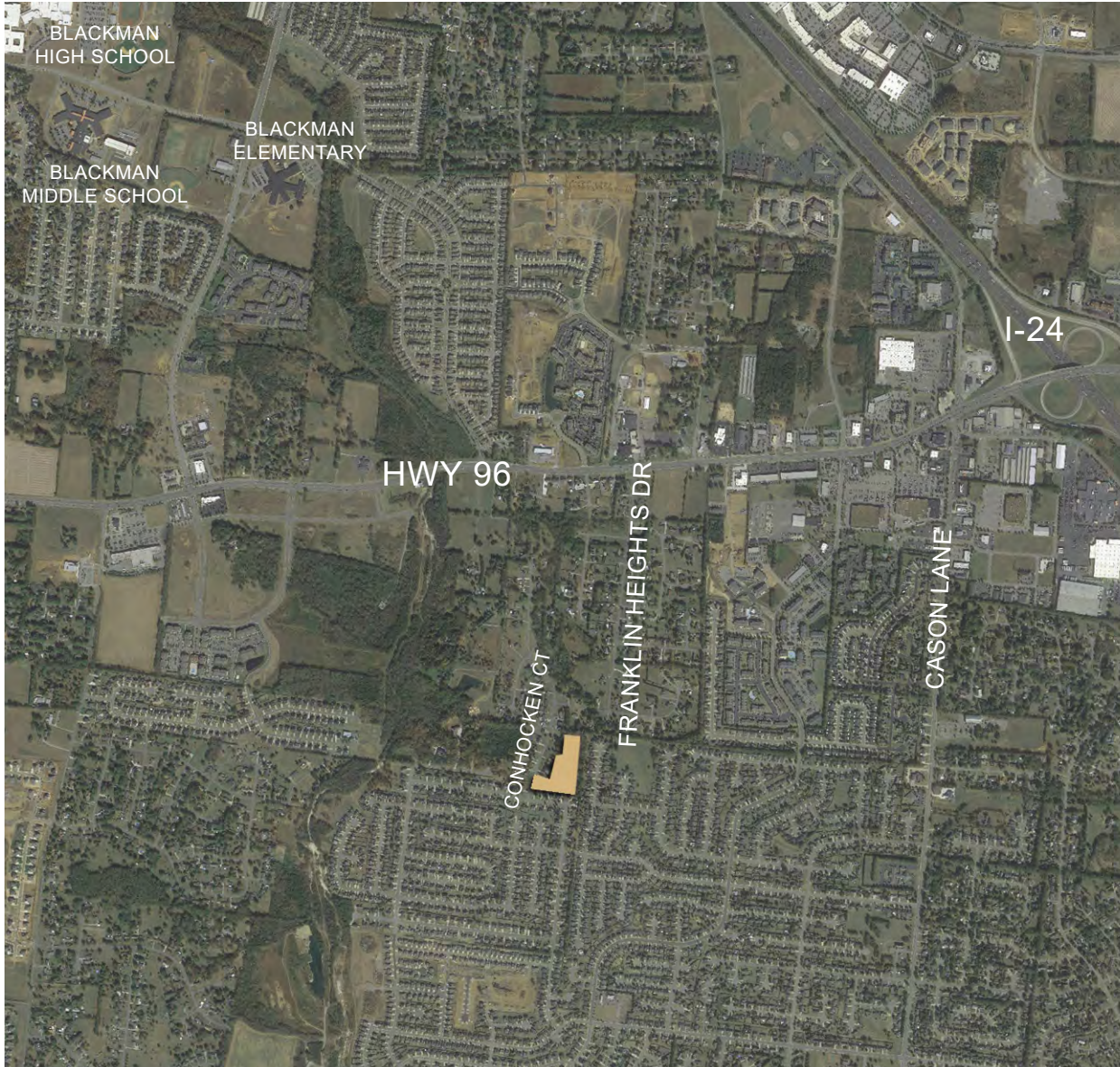
- Removal of Gated Entrance
- Revised the entrance wall design
- Removal of several existing trees internal to the site (some of which have died)
- Addition of 5 units for a total of 31 units
- Revision of floor plans and square footage of units
- Revision to building layout so that rear of units are aligned
- Revision to the original architecture
- Removed the 10' chain-link fence along the outside of the property
- Added a community covered mail kiosk
- Removed community garden and replaced with a gazebo, grill, and seating area.
- Added sidewalk along the internal drive
- Added patios to the rear of the cottages
- Narrowed drive from 26' to 22'
- Addition of a turn lane to exit the property



# VICINITY MAP

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NTS

THE PROJECT

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## ABOUT THE CLIENT

8

The applicants, Courtland Coleman and Jay Barger, are currently partners with New Century Builders LLC, New Century Developers LLC, and soon to be Coleman & Company LLC. The partnership is currently engaged in the design and construction of new homes in the Trafalgar Square and Northside Estates subdivisions in the Murfreesboro area.

Courtland Coleman has a long history in Murfreesboro/Rutherford County concentrating in Real Estate sales and working with various builders and developers over the last 18 years. Over that time he has worked with American Homes and most recently Ole South Properties & New Century Builders LLC, as well as New Century Development LLC. He particularly enjoys the development and design of new construction townhomes having designed and sold hundreds. Courtland's wife and business partner, Hope Wilson-Coleman also brings vast knowledge and a depth of experience to their partnership. Most notable she was a key player in putting together Donald Henley Construction's deals in Cedar Retreat, Southern Meadows, Waldron Crossing, Rachel's Place, and Lewis Downs subdivisions. As award-winning realtors both locally and statewide, they are now focusing on new construction real estate sales as well as land acquisition and development. Hope and Courtland both work at Exit Realty Bob Lamb and Associates consistently taking turns as the top sales agents for the office. They have a hard-won reputation for standing behind their work and delighting their clients.

In addition to his law firm, Mr. Barger is a co-owner of Lawyers Land and Title. Jay is a 2004 graduate of Leadership Rutherford and a current member of the board of the Heart of Tennessee Chapter of the American Red Cross. Jay and his firm have represented individuals and businesses at every phase of building and development. Mr. Barger and Mr. Coleman have been business partners since 2004 in numerous business ventures and are united in their dedication to providing superb quality developments and construction that they are and will continue to be proud to put their name on.

## POST DEVELOPMENT CONTROL

### HOMEOWNERS ASSOCIATION

The Oak Haven Homeowners Association will be established by the Developer and will be incorporated prior to the first closing of an individual property. Since this is a private community, the association will enforce covenants and restrictions placed on the development and will assume financial responsibility for maintenance of all the common areas including streets, parking areas, storm drainage and retention, signage and security facilities. This Association will also provide general liability insurance for the dwellings and common areas, as well as all hazards insurance on the structures.

Maintenance of the exteriors of the structures will be in strict accordance with the covenants and restrictions. A maintenance reserve will be established by the developer.





## MURFRESSBORO ZONING MAP

The property is located within the City of Murfreesboro and was annexed simultaneously with the PRD adoption in 2007.

The property is bordered on its south side by Plantation South Subdivision, which is zoned RS-12 and on its east side by Evergreen Farms Subdivision, which is zoned RS-10. Franklin Heights Subdivision is located to the north and is zoned RM in Rutherford County.

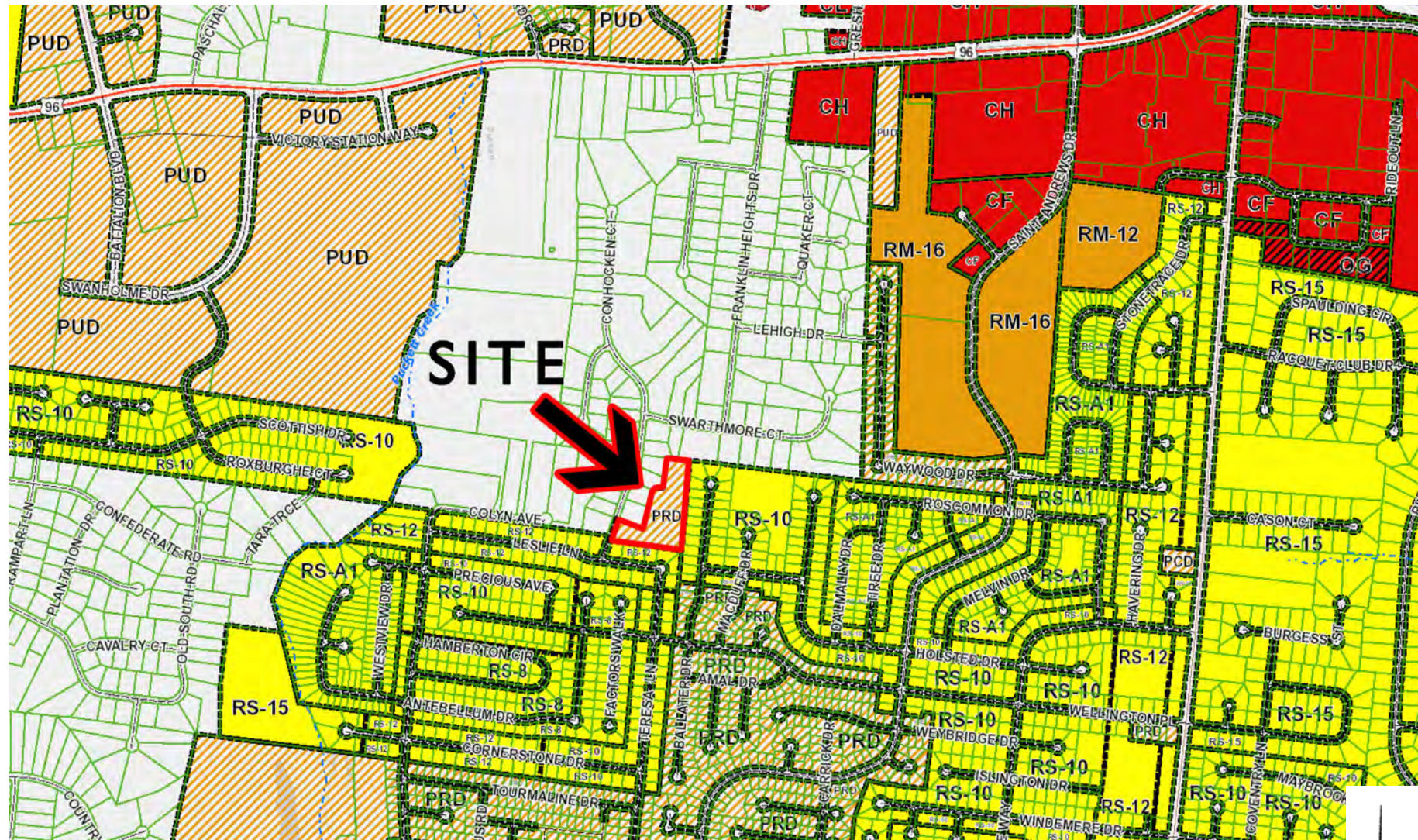
Oak Haven was zoned to Planned Residential Development (PRD) when the initial PRD was submitted and it is proposed that the property retain this zoning classification. Keeping this zoning allows Courtland Coleman and Jay Barger to develop cottage units which would help preserve as much of the existing natural features as possible and keep perimeter tree lines that serve as natural buffers. It is the intent of this development to enhance the value of the surrounding community and developments.



# MURFRESSBORO ZONING MAP

11

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- |                       |                                     |                                      |
|-----------------------|-------------------------------------|--------------------------------------|
| CF Commercial Fringe  | PRD Planned Residential Development | RS-A1 Single-Family Attached, Type 1 |
| CH Commercial Highway | PUD Planned Unit Development        | RS-10 Single-Family Residential      |
| CL Commercial, Local  | RM-12 Residential Multi-Family      | RS-12 Single-Family Residential      |
| OG General Office     | RM-16 Residential Multi-Family      | RS-15 Single-Family Residential      |



THE PROJECT

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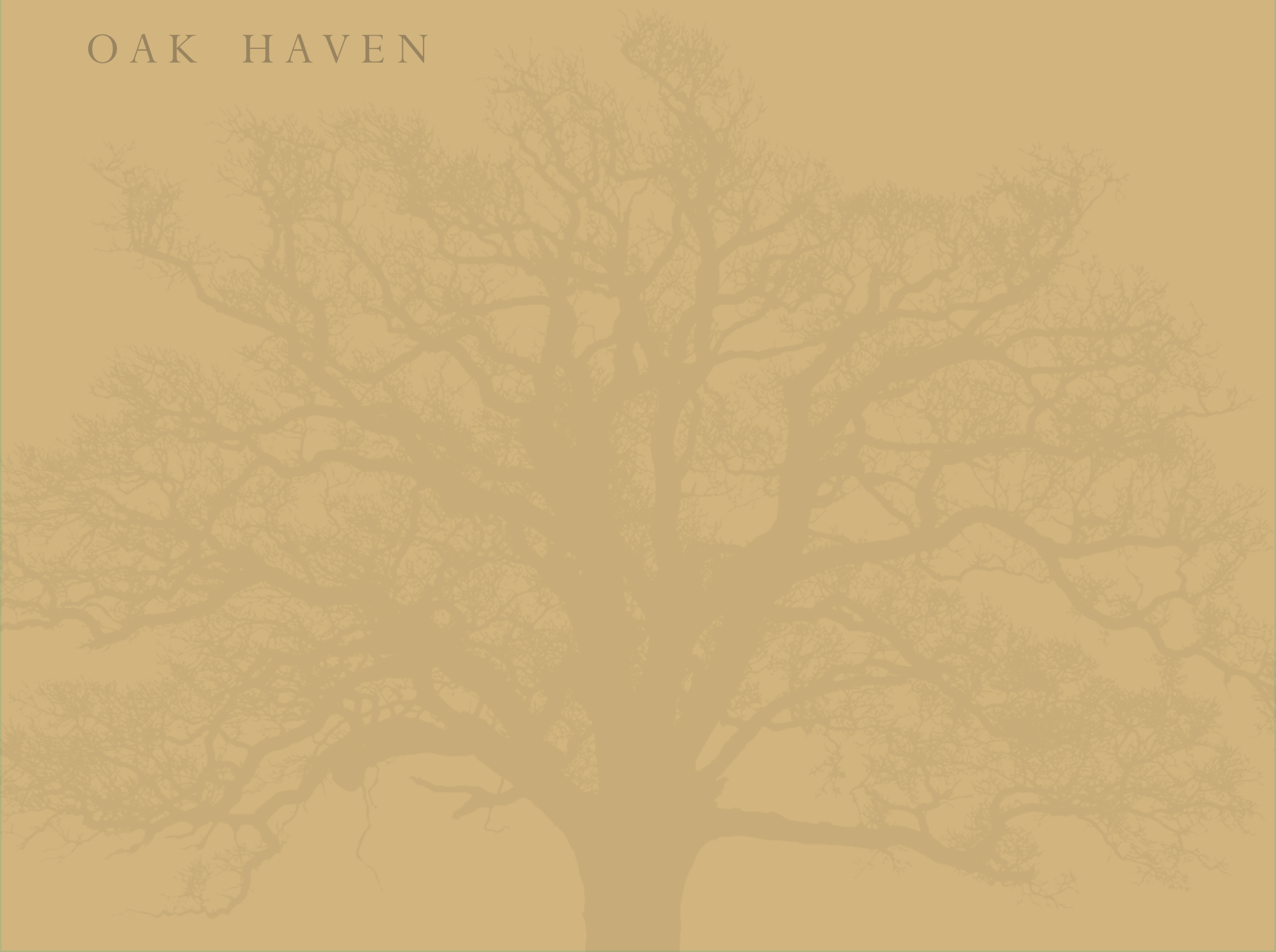








# OAK HAVEN



EXISTING CONDITIONS

B



## EXISTING CONDITIONS

16

### Site Area : 5.01 Acres

### Land and Vegetation

Oak Haven is a five acre tract of land surrounded by three subdivisions which are Evergreen Farms, Plantation South, and a county subdivision known as Franklin Heights. The tract is heavily forested primarily with Red Oak, Sassafras, Cedar, Elm, Hackberry, Red Bud and Dogwood trees. The perimeter of the property is identified by tree lines which buffer the adjoining subdivisions.

As far as the planning process, the site has been visited and significant trees have been tagged and located by a surveyor, to assist in developing a site plan that will preserve as many trees as possible.

### Topography

The topography is generally flat but slightly sloped toward a centrally located sinkhole which is the principle natural drain for the property.

### Flood Plain

No portion of the Oak Haven tract is within the 100 year flood plain as per the FEMA map.



Existing trees



Sinkhole and large existing tree to be saved.







## EXISTING CONDITIONS

18

### Utilities

Consolidated Utility District has a water main which traverses the southern end of the property and is the only modern incursion on the tract. Power is available to the tract from Murfreesboro Electric, and city sewer is available from Plantation South.

### Existing Uses:

The Oak Haven tract is forested and generally overgrown with vegetation. Evergreen Farms Subdivision adjoins the tract on the east and is zoned RS-10. Plantation South Subdivision adjoins the property on the south and is zoned RS-12. The property to the north of the tract is Franklin Heights Subdivision and is zoned RM by Rutherford County.

### Access

The site has approximately 706 LF of road frontage on Conhocken Court. Access to the development will be exclusively from Conhocken Court via a 22' wide drive



Drain located along the outside of the property to the East.



Existing trees along the right side of the proposed main entrance drive to the South.



View of main entrance drive looking from on site towards Conhocken Court.







OAK HAVEN



# THE MASTER PLAN

C



## SITE LAYOUT DESCRIPTION

Oak Haven reflects an upscale cottage development with attached garages. The proposed cottages will be condominium ownership. The preserved specimen trees and existing treeline canopy along the perimeter edges extenuate the tranquil feeling in the community. With the addition of a gazebo, a fire pit, and surrounding seating areas the residents are able to gather and interact with each other and form connections that will create a tight knit community. Each unit also includes an 8 foot deep patio out the back of the cottage.

The main entrance treatment and signage contains stone walls, wrought iron fencing, and colorful plantings that create an ornate entrance to the community. The structures will reflect the architectural character of the community, with a mixture of stone, brick, and panelling. The landscape material proposed for the entrance design reflects the natural character of the site. Red buds, canopy trees, magnolias, foster hollies, otto luyken laurels, sweetspire, oak leaf hydrangea, daylilies, azaleas, and liriopie fill the curvilinear bedlines, creating a sense of welcoming and arrival.

After traveling through the entrance and past the first row of cottages, there is a covered mail kiosk located to the left along with several guest parking spots. Additional spaces have also been added throughout the community to serve any guests. The community has pedestrian connectivity with sidewalks throughout the community on both of the sides of the road, except for the south side of the entrance where the existing treeline will remain.

In order to keep a clean look throughout the community, all utilities will be underground. Towards the rear of the community there will be a single dumpster with enough room for a waste management truck to turn around. The dumpster will eliminate the need for individual bins to be stored in the residence. The dumpster will be enclosed with a gate and a solid masonry wall consistent with the City's Design Guidelines.

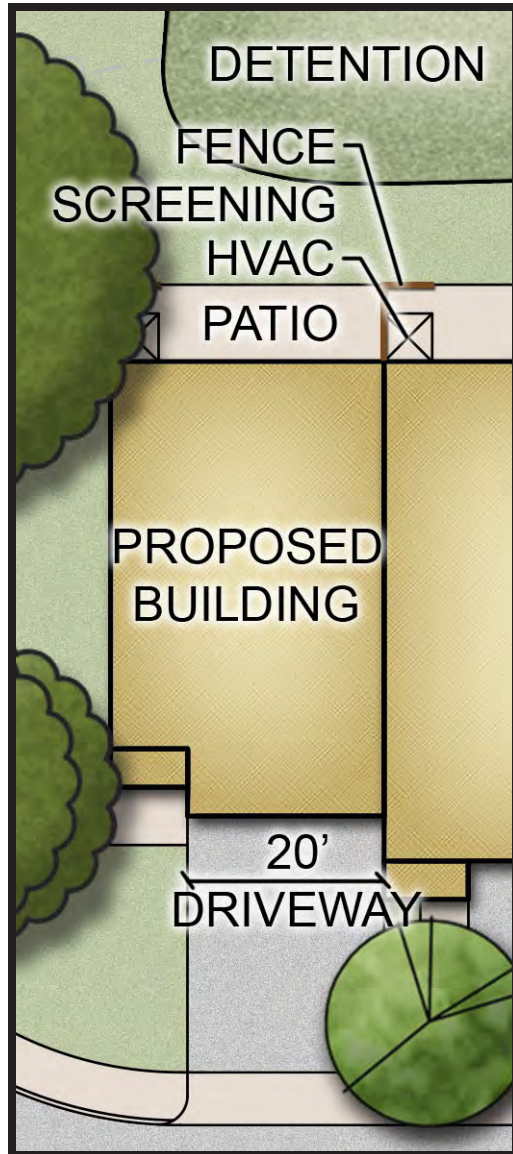
This plan has also implemented the design the city-wide design guidelines that have been adopted by the City of Murfreesboro and commits to continue following these guidelines as the project progresses.



# PRELIMINARY MASTER PLAN

23

Building setbacks are shown on the adjacent map and are measured from the property lines. Each setback is very close, if not greater than, what was proposed on the previously approved Master Plan.



## SITE DATA

24

**Total Site Area: 5.01 Ac**  
**Total Open Space Area: 4.01 Ac**  
**Total Building Area: 1.00 Ac**

### 1 Maximum number of Dwelling Units Proposed

Unit Type	Total Units
1835 S.F.	10
1930 S.F.	7
1974 S.F.	1
2034 S.F.	9
2053 S.F.	4
Total Units	31

Total Density: 31 Units / 5.01 Ac = 6.19 Units per Ac

### 2 Maximum Dwelling Unit Floor Area Proposed

1835 S.F. x 10 = 18,350 S.F.  
 1930 S.F. x 7 = 13,510 S.F.  
 1974 S.F. x 1 = 1,974 S.F.  
 2034 S.F. x 9 = 18,306 S.F.  
 2053 S.F. x 4 = 8,212 S.F.  
 Total Floor Area: 60,352 S.F.

### 3 Estimated Parking Area Proposed

Required Parking: 25 (3 Bedroom Units) x 3.3 = 82.5  
6 (4 Bedroom Units) x 4.4 = 26.4  
 Total : 109 spaces

Provided Parking:  
 Guest Parking: 20 spaces  
 Resident Garage Parking: 62 spaces (2 spaces/unit)  
 Resident Driveway Parking: 62 spaces (2 spaces/unit)  
 Total Resident Parking: 124 spaces  
 Total Parking on Site: 144 spaces + 2 H.C.

### 4 Floor Area Ratio (F.A.R.) Proposed

Total Maximum Floor Area Proposed: 60,352 S.F.  
 Total Site Area: 218,403 S.F.  
 Floor Area Ratio: (60,352 / 218,403) 0.28

### 5 Livability Space Ratio (L.S.R.) Proposed

Livability Space: 107,125 sf  
 Total Floor Area Proposed: 60,352 sf  
 Livability Space Ratio: (167,477-60,352 / 2018,403) .49

### 6 Open Space Ratio (O.S.R.) Proposed

Total Floor Area Proposed: 43,669 sf  
 Total Open Space: (218,403 - 43,669) 174,734 sf  
 Open Space Ratio: (174,734 / 218,403) .80

### 7 Green Space Proposed

Required by Design Guidelines: 20%  
 Total Green Space: (218,403 - 111,278) 107,125 sf  
 Green Space Percentage: (107,125 / 218,403) 49%

### 8 Formal Open Space Proposed

Required: (218,403 x 5%) 10,920 sf  
 Proposed: 14,578 sf  
 Formal Open Space: (14,578 / 218,403) 6.7%



# OPEN SPACE

25

## Open Space Ratio (O.S.R.) Proposed

Total Floor Area Proposed:	43,669 sf
Total Open Space: (218,403 - 43,669)	174,734 sf
Open Space Ratio: (174,734 / 218,403)	.80

## Green Space Proposed

Required by Design Guidelines:	20%
Total Green Space: (218,403 - 111,278)	107,125 sf
Green Space Percentage: (107,125 / 218,403)	49%

## Formal Open Space Proposed

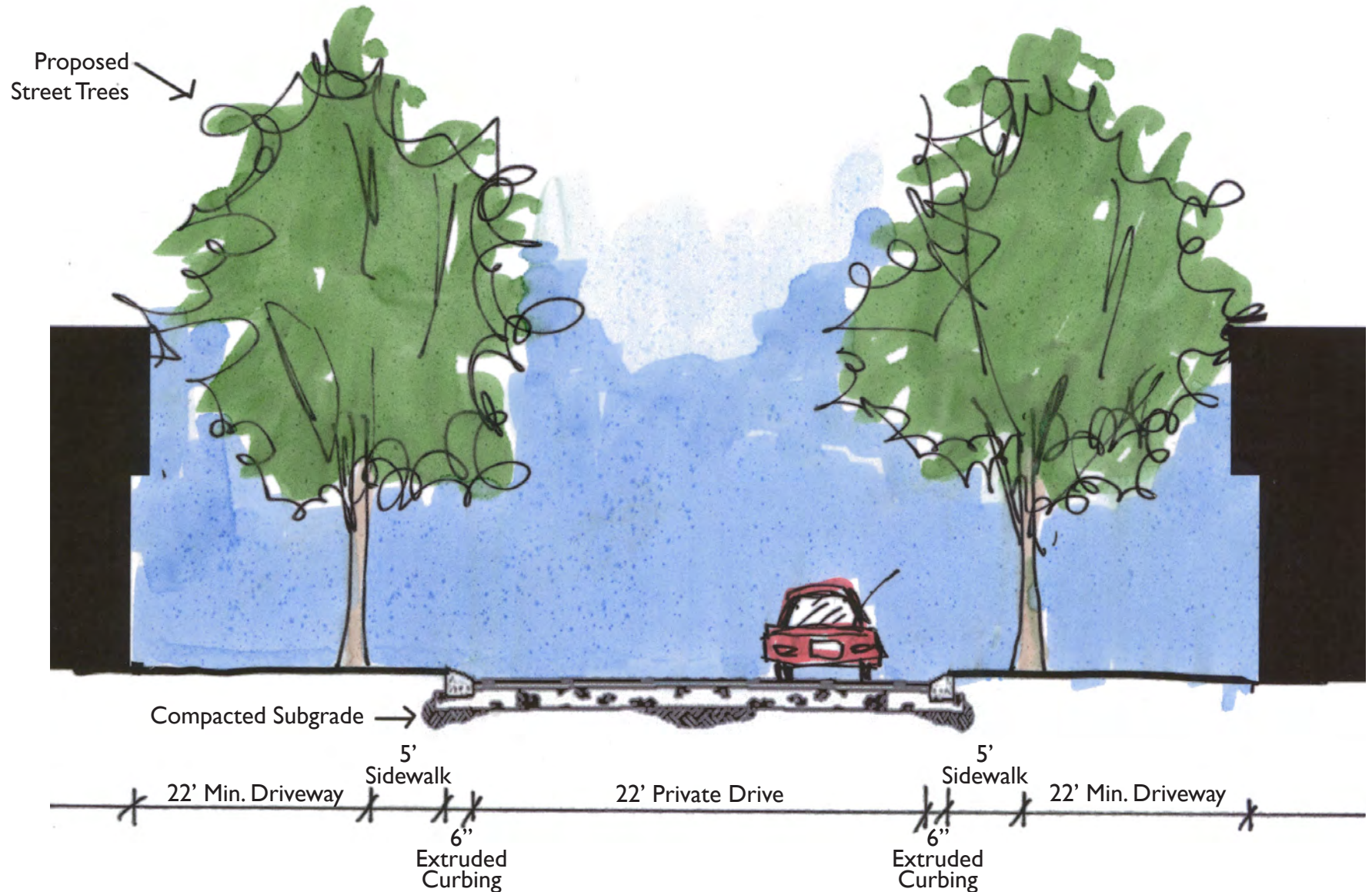
Required: (218,403 x 5%)	10,920 sf
Proposed:	14,578 sf
Formal Open Space: (14,578 / 218,403)	6.7%



## STREETSCAPE

26

Oak Haven is proposed to have private streets with a 22' wide pavement section. Driveways will be 20' wide and will have a minimum 22' depth to ensure that cars parked in the drives do not extend into the street. Street trees will be implemented to compliment that natural character of the site.





# PARKING

27

## Estimated Parking Area Proposed

Required Parking: 25 (3 Bedroom Units)  $\times 3.3 = 82.5$   
 6 (4 Bedroom Units)  $\times 4.4 = 26.4$   
**Total : 109 spaces**

Provided Parking:  
 Guest Parking: 18 spaces  
 Resident Garage Parking: 62 spaces (2 spaces/unit)  
 Resident Driveway Parking: 62 spaces (2 spaces/unit)  
**Total Resident Parking: 124 spaces**  
**Total Parking on Site: 142 spaces + 2 H.C.**

Each cottage unit will have a 2 car garage and enough driveway depth and width to accommodate 2 cars in addition. 20 parking spaces are provided at various locations on the site to accommodate potential visitors or overflow parking needs. The guest parking spaces also includes 2 accessible spaces located near the mail kiosk and gazebo.

A restrictive covenant will specify that garages shall only be used as parking for vehicles and shall not be used as storage locations for residents. In addition, this commitment is being made as a part of this PRD and all garages will be available for the parking of 2 vehicles at all times.





OAK HAVEN



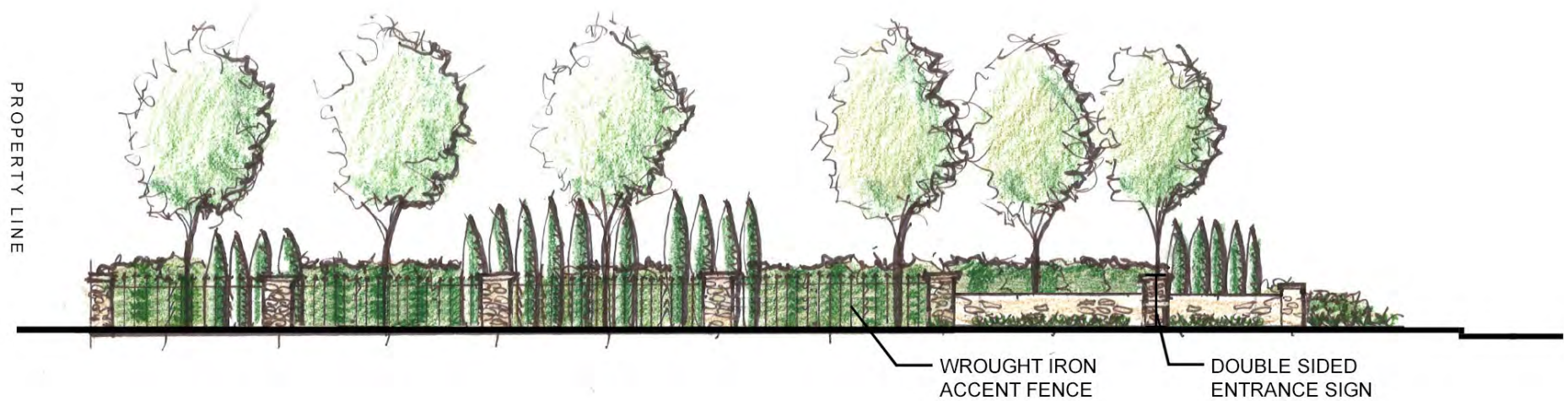
A M E N I T I E S

D

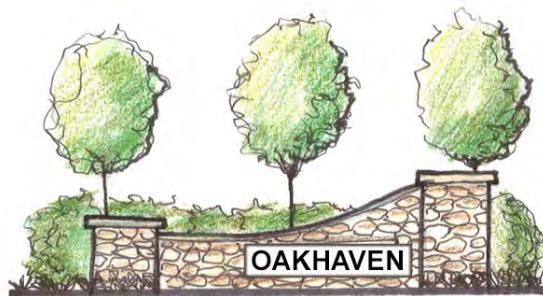
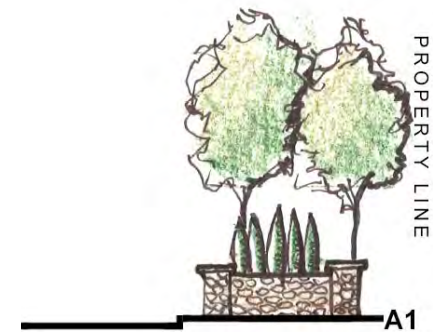


## ENTRANCE SIGNAGE

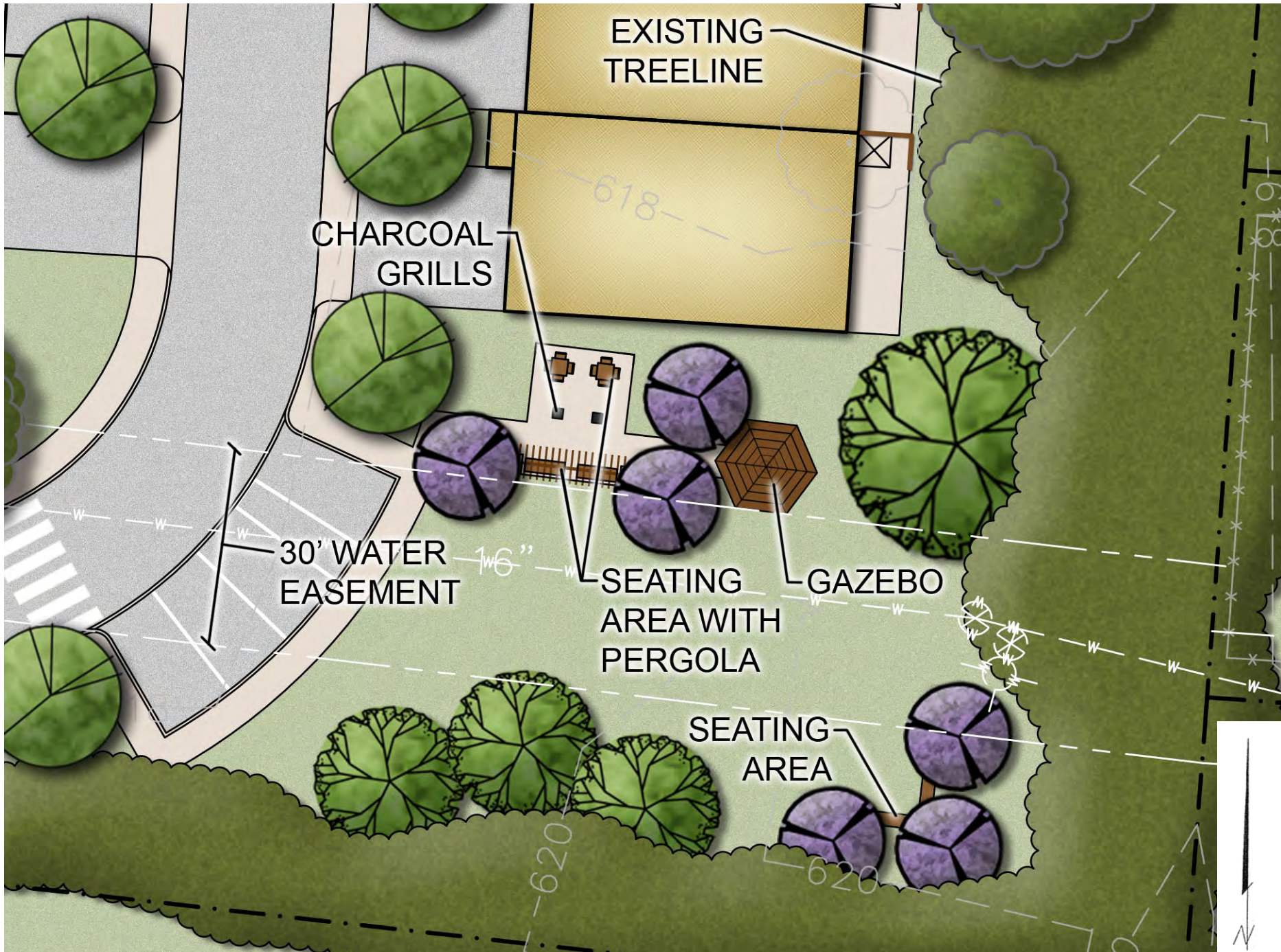
30



Main Entry Signage/Treatment - Elevation from Conhocken Court - North Side of Entrance Drive

Double Sided Entrance Sign  
Not To ScaleMain Entry Signage/Treatment  
Elevation from Conhocken Court  
South Side of Entrance Drive









Typical street signage and street light fixtures.



Wooden picnic table to be used at the community grill



A community grill that will be placed in the formal open space for the development. Multiple grills can be placed around the seating area to provide access for multiple residents.



Proposed wooden bench seating





A covered mail kiosk will be provided after the first building on the left side of the entrance drive. The materials used will match those used in the surrounding architecture and will be covered.



An enclosed dumpster will be included in the development near the cul-de-sac at the rear. An opaque screen will be provided along with evergreen shrubs. The materials, sizing, and specifications must follow the standards as described by the Murfreesboro Zoning Ordinance and Design Guidelines.



The gazebo shown is an example of the wood color, finish, and details that could be incorporated in the final design of the gazebo. A non-painted wood that relates to the natural context of the community is required. Plantings around the base of the structure shall match those used around the entry sign and other areas of the community.

# OAK HAVEN



ARCHITECTURAL  
CHARACTER  
E



## ARCHITECTURAL DESCRIPTIONS

36

The architectural styles selected for Oak Haven are intended to complement the landscape. Four rural cottage style floor plans will be offered with a minimum of 1,835 square feet and go up to 2,053 square feet of living space. All units are two stories with a maximum height of 33' measured at the midpoint of the eave and ridge-line. Each home will have a two car garage with a driveway depth to accommodate two additional vehicles including the commitment to using carriage-style garage doors with decorative exterior lighting fixtures..

These units will be all masonry, including brick and fiber cement siding with the soffit and trim being vinyl and metal. The first floor of the front elevations will be comprised of brick and the second floor will be primarily Hardie with intermittent brick, as depicted on the enclosed elevations. The side will be brick first floor with Hardie in the gable. Rear elevations will be brick to grade and will be finished with Hardie above. A single soldier course will be included on the front of the units to add additional visual interest to the brick areas. Each unit's front entry will be made up by an area set back from the rest of the facade creating a small covered landing. The windows along the front will be accompanied by shutters which match the accent colors used in the surrounding architecture. These accent colors will be chosen to complement the naturalistic landscape.

This project will commit to upgrading the side facade for Building I that faces Conhocken Court by including several upgrades over the materials to be used for the rest of the buildings. The windows will include a white wrap with a header across the top to increase visual interest and break up any larger expanses of materials. There also is the ability to increase brick areas and include the use of board and batten. Elevations for this building will be submitted to Planning Commission for approval at the site plan review stage.





## PROPOSED COTTAGE UNITS

38



# PROPOSED COTTAGE UNITS

39

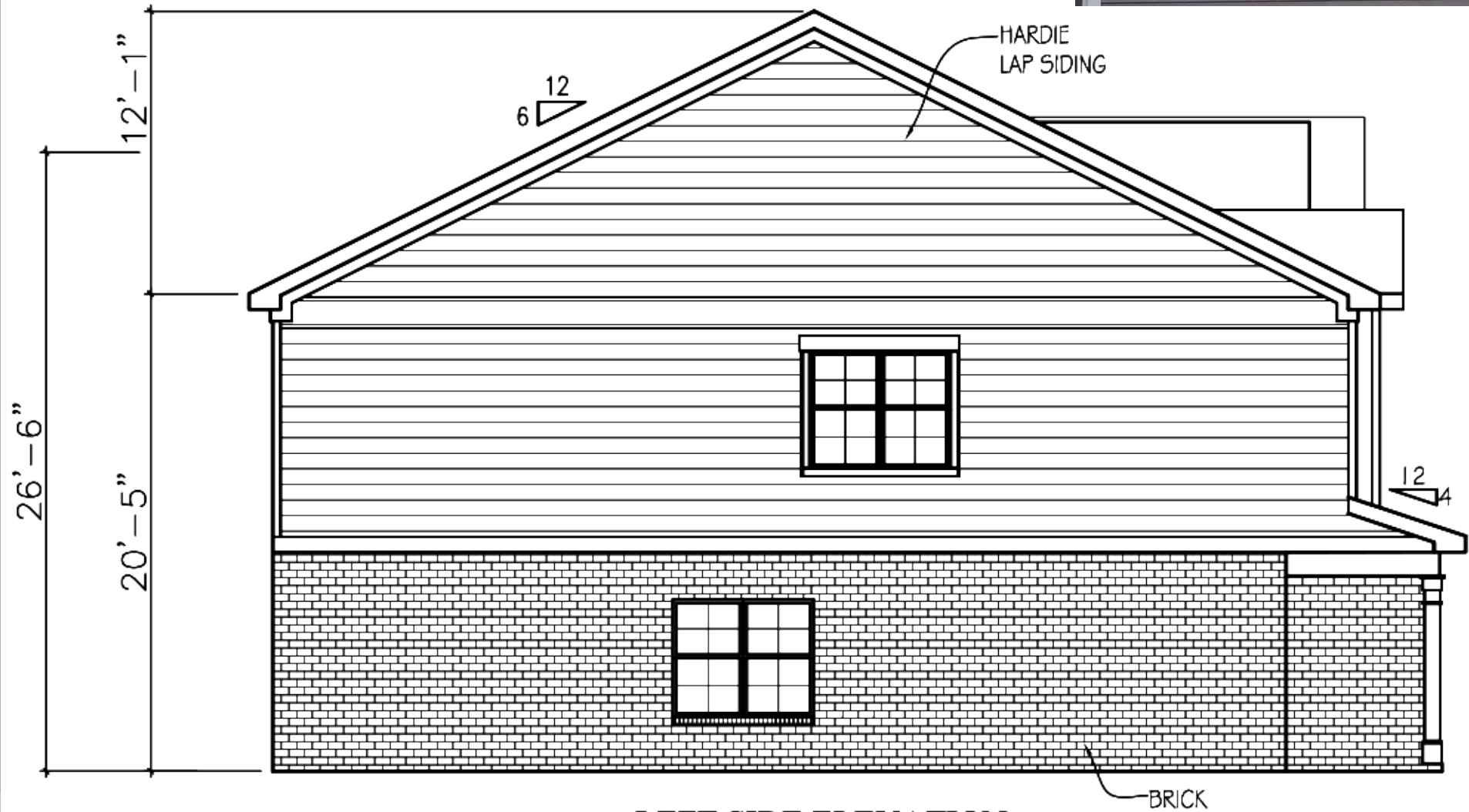




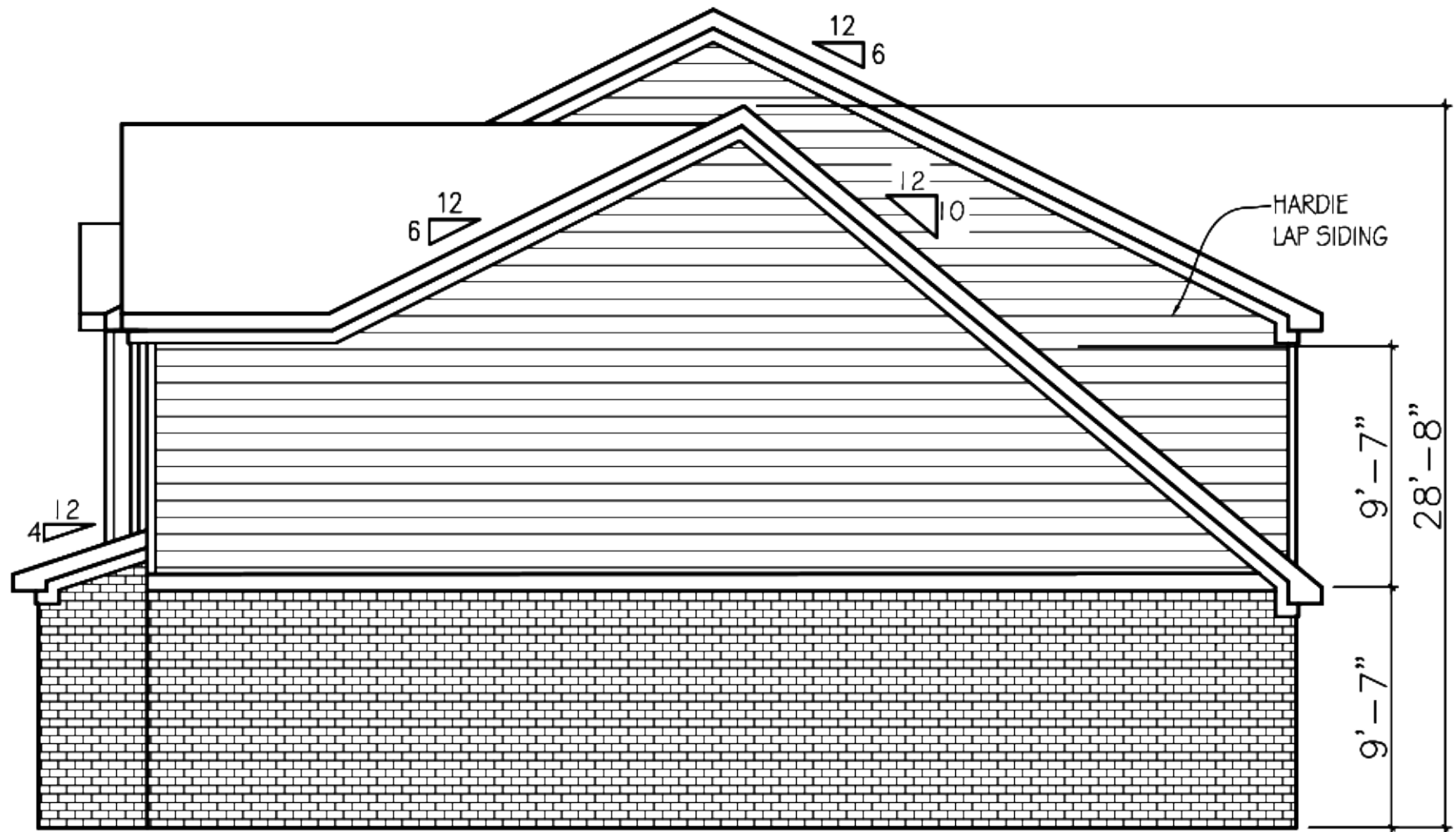
## PROPOSED COTTAGE UNITS

40

White wrapped windows with a header across the top to enhance visual interest on the sides of the units.

LEFT SIDE ELEVATION

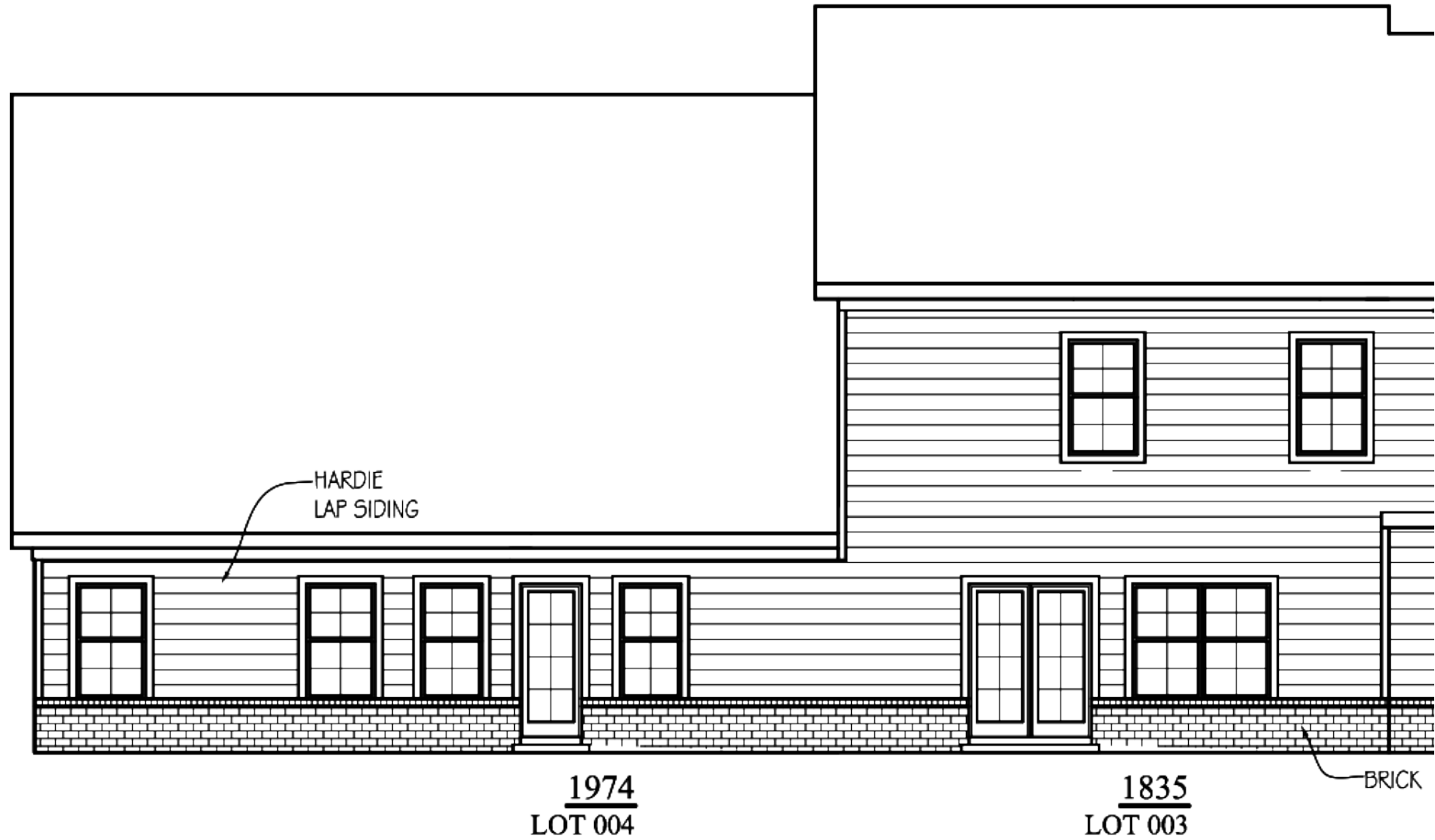


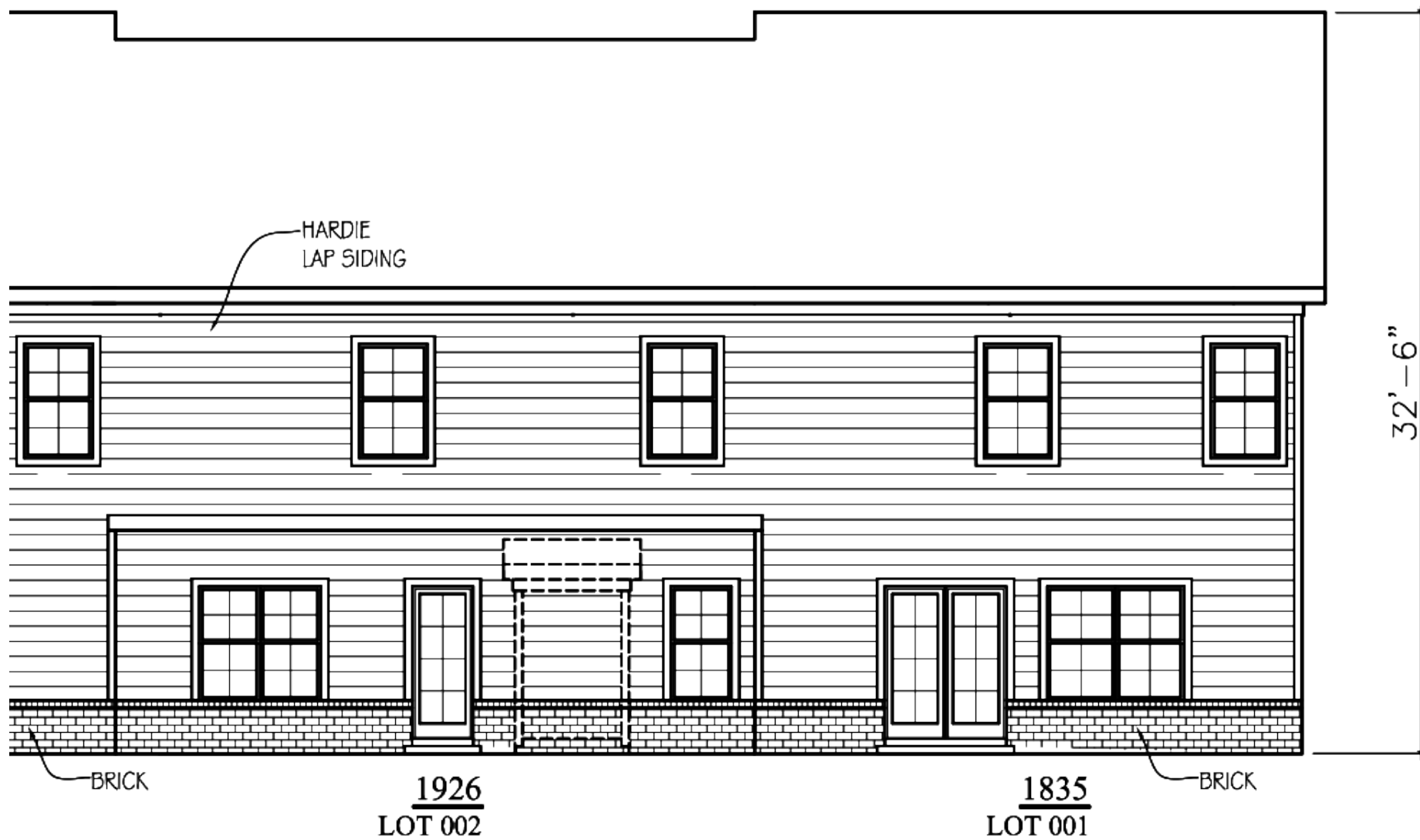


RIGHT SIDE ELEVATION

## PROPOSED COTTAGE UNITS

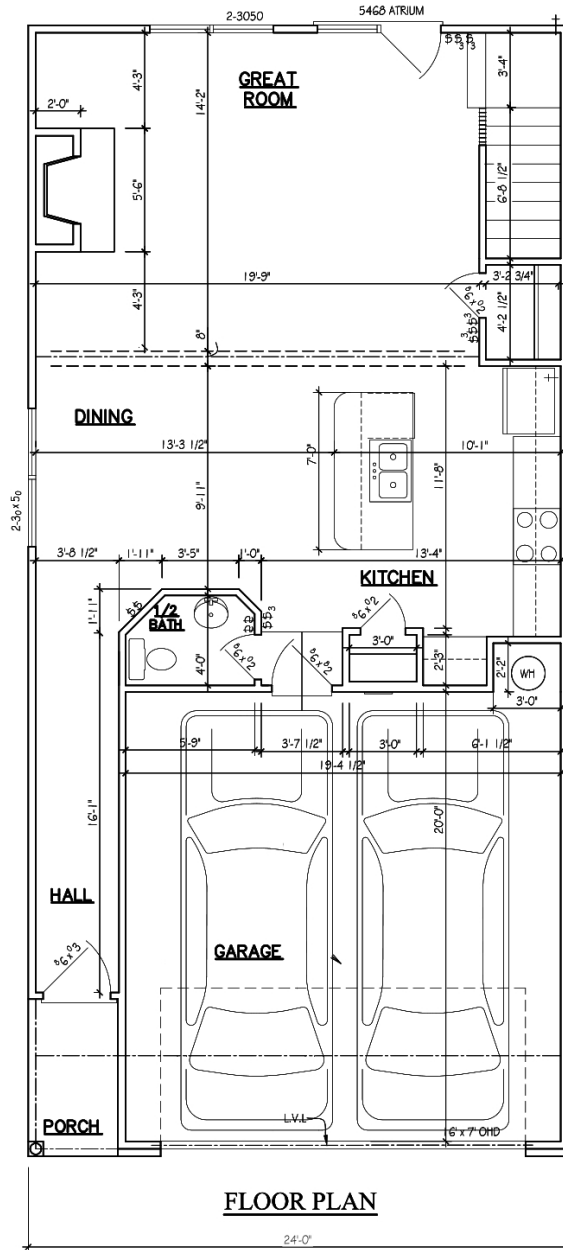
42





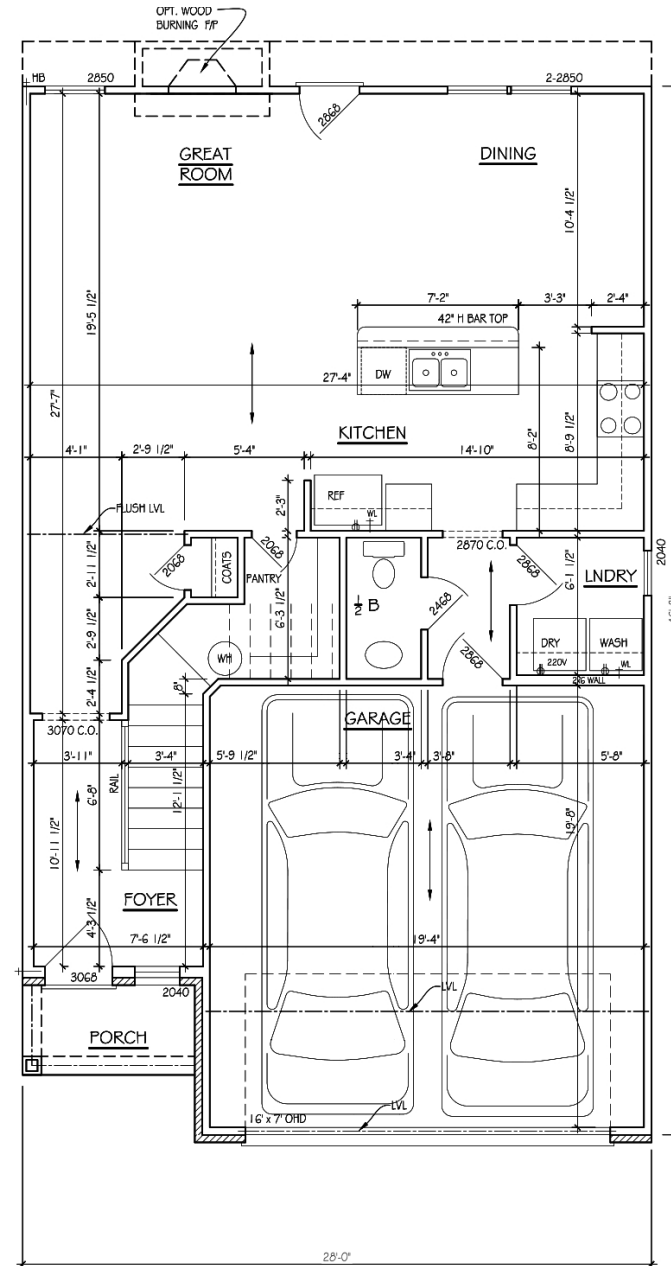
## COTTAGE FLOOR PLANS - FIRST FLOOR

44



**1835**  
**LOT 001**

APPROX. AREA	
FIRST FLOOR	764
SECOND FLOOR	1064
TOTAL HEATED	1835



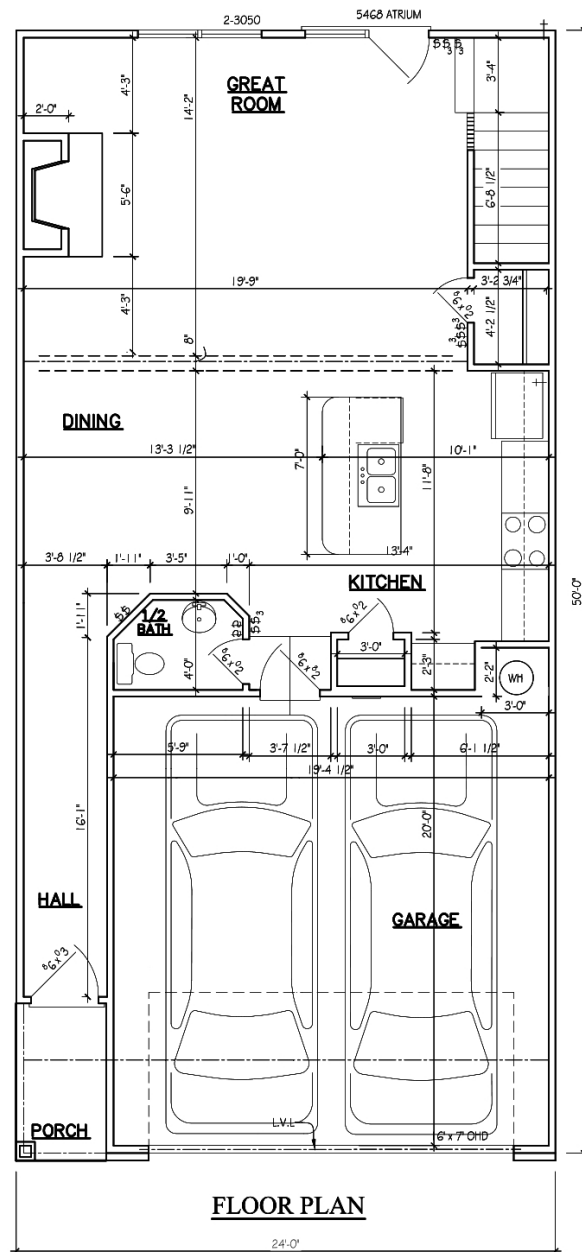
**1926**  
**LOT 002**

APPROX. AREA	
FIRST FLOOR LIVING	855
SECOND FLOOR LIVING	1071
TOTAL HEATED	1926



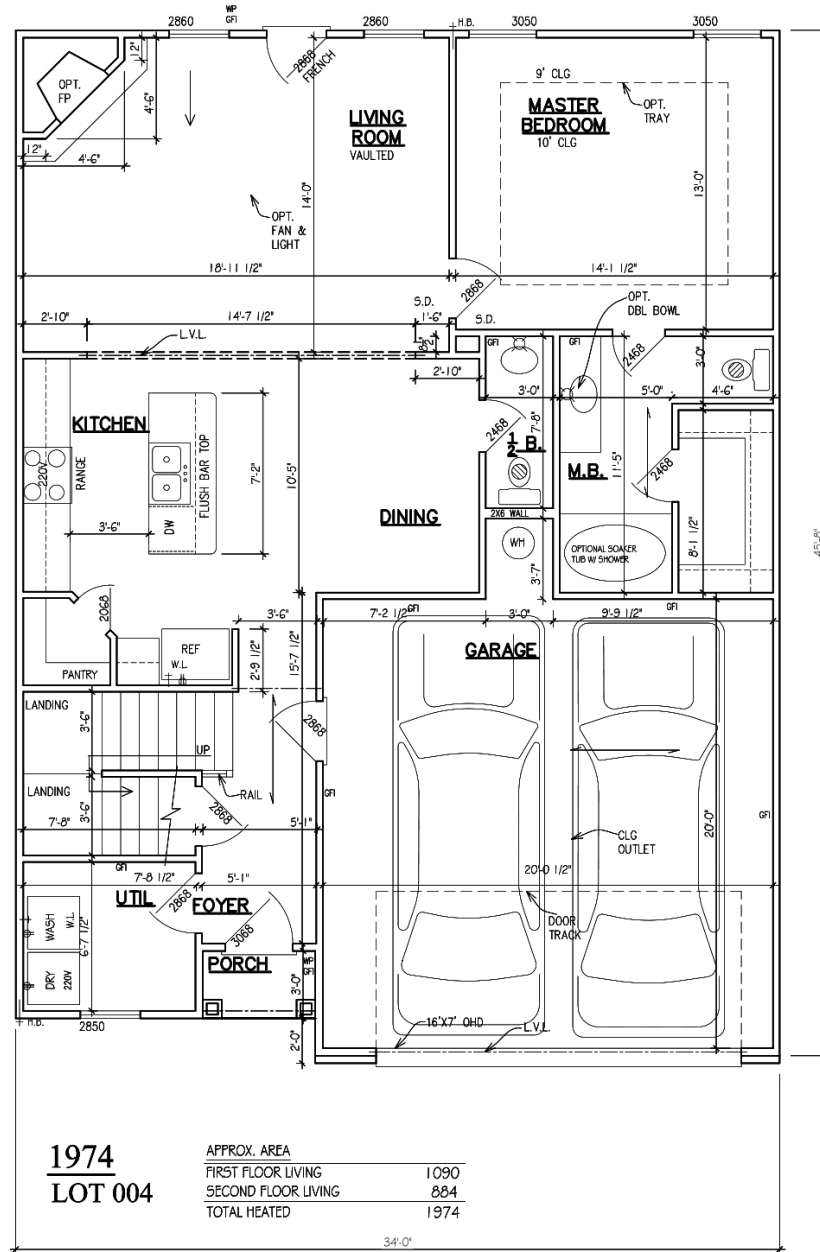
# COTTAGE FLOOR PLANS - FIRST FLOOR

45



**1835**  
**LOT 003**

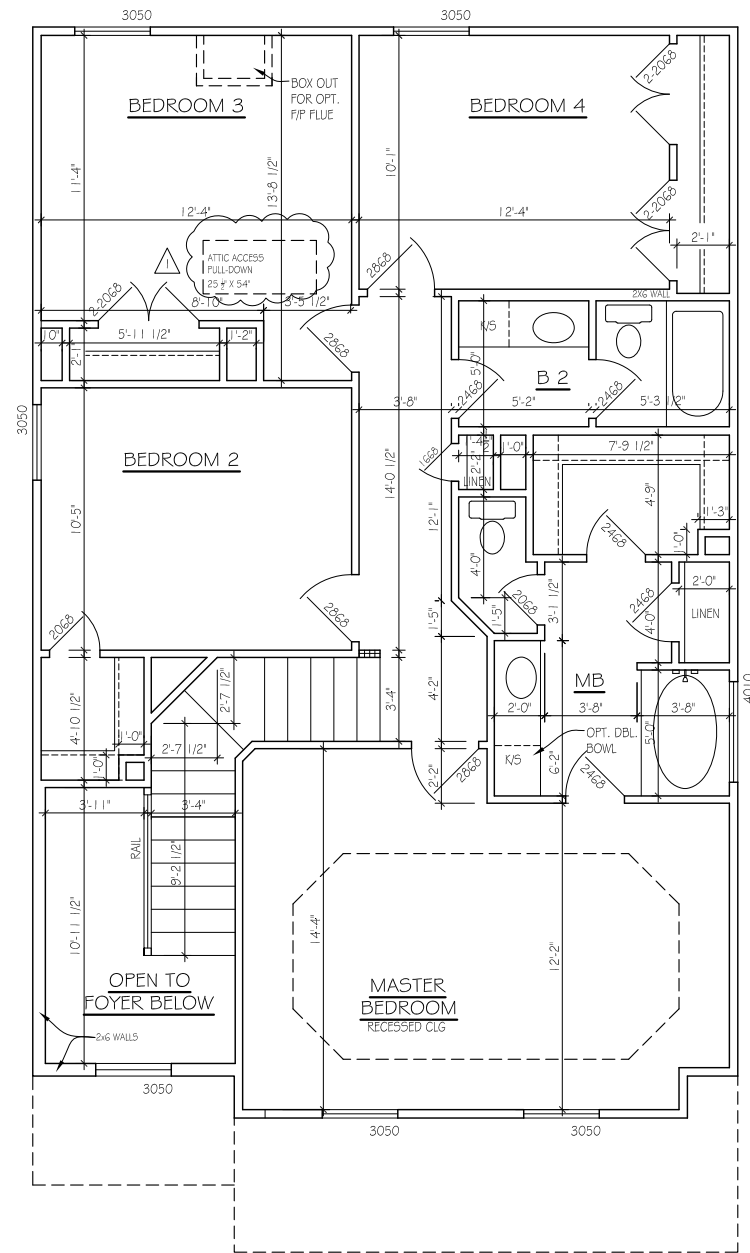
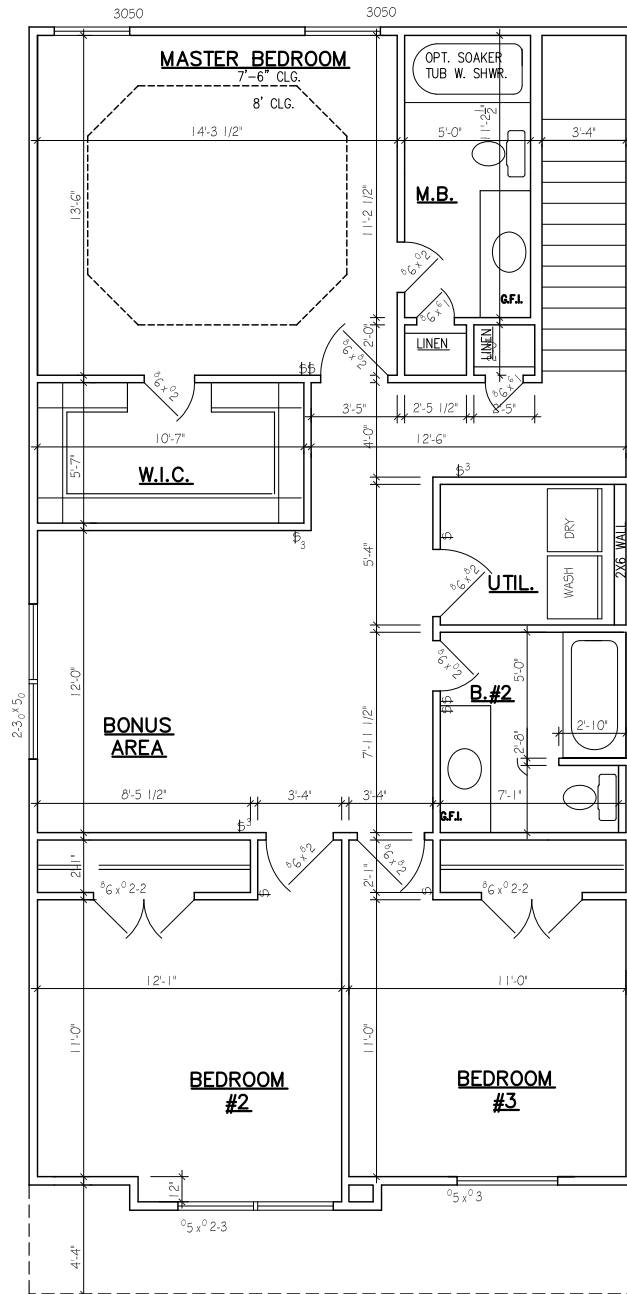
APPROX. AREA	
FIRST FLOOR	771
SECOND FLOOR	1064
TOTAL HEATED	1835



APPROX. AREA	
FIRST FLOOR LIVING	1090
SECOND FLOOR LIVING	884
TOTAL HEATED	1974

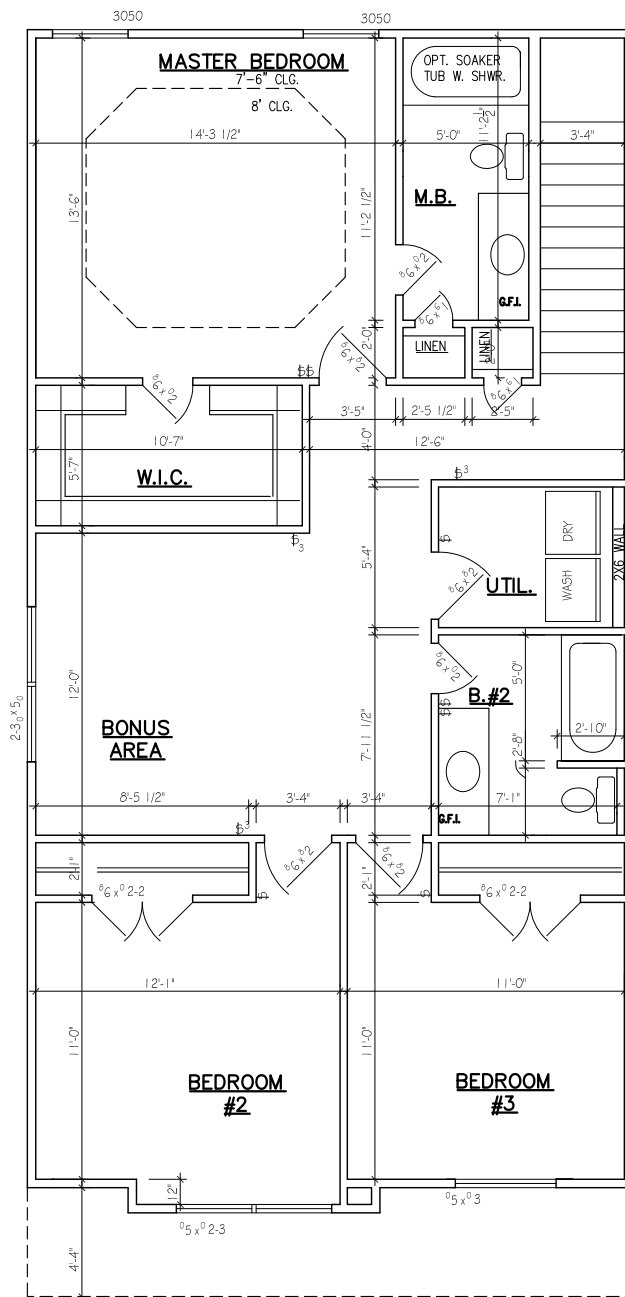
## COTTAGE FLOOR PLANS - SECOND FLOOR

46

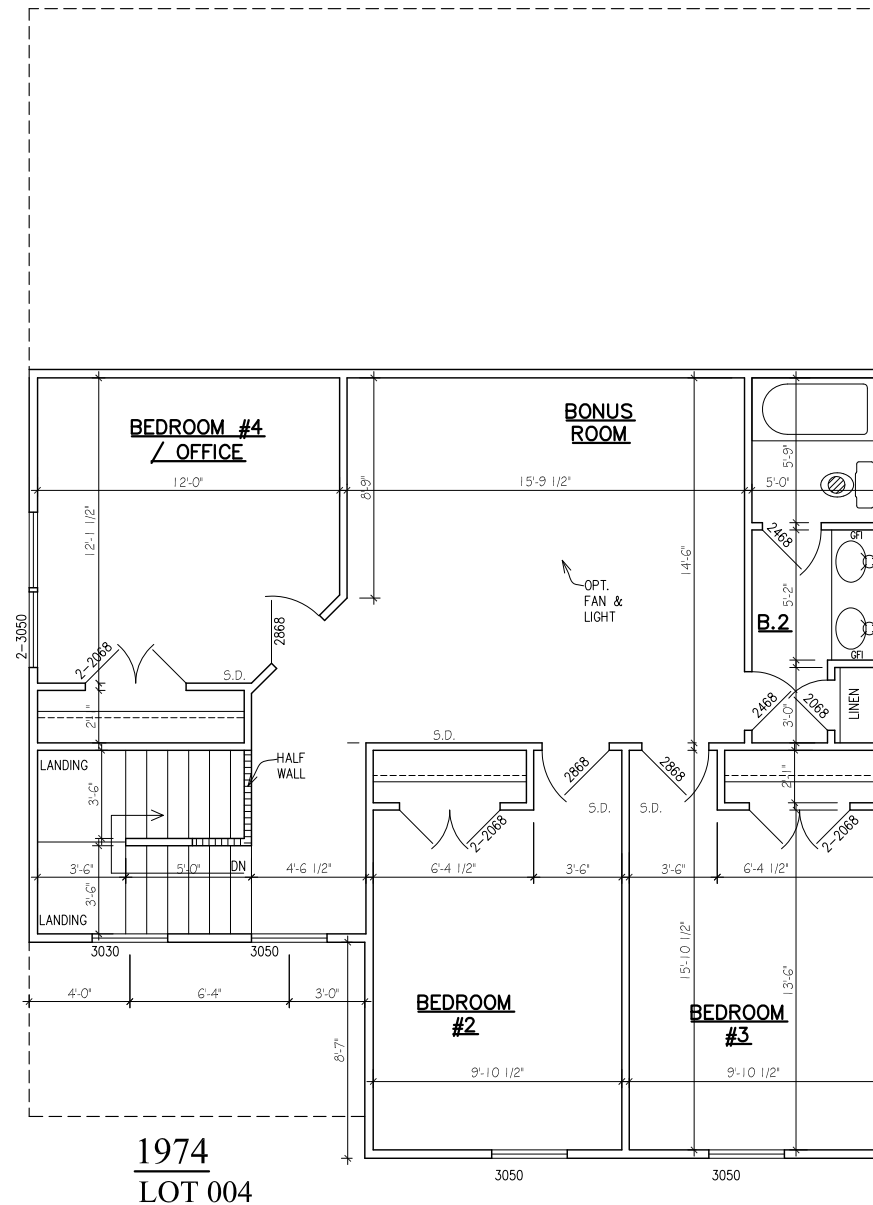


# COTTAGE FLOOR PLANS - SECOND FLOOR

47



1835  
LOT 003



1974  
LOT 004

# OAK HAVEN



PLANNED RESIDENTIAL  
DEVELOPMENT  
APPLICATION

F





## PLANNED RESIDENTIAL DEVELOPMENT APPLICATION

50

1. A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the property is included on page 17 of this document.
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property is included on pages 9 and 15 of this document
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof is shown on page 7 of this document.
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing has been provided on sheet 21 of this document.
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms has been included on sheet 22 of this document.
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio) have been included on pages 22 and 23 of this document.
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article has been included in the Site Layout Description on sheet 20 of this document.
8. The planned development is not proposed to be constructed in stages or units during a period extending beyond a single construction season.
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development will be met with the establishment of a Homeowners Association as noted on sheet 6 of this document. A restrictive covenant has also been included relating to parking requirements, which are laid out on sheet 25 of this document
10. A statement setting forth in detail the bulk, use, and/or other regulations under which the planned development is proposed is included in the Site Layout Description on sheet 20 of this document.

- I 1. No overlay zone or any special flood hazard areas are associated with this project.
- I 2. There are no streets associated with the project with any proposed improvements as depicted on the Murfreesboro Major Thoroughfare Plan.
- I 3. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans has been included on the third page of this document.
- I 4. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures as well as a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures has been included on sheet 32 and will be expanded on as the project progresses and is refined further.
- I 5. A development entrance sign is proposed for this project and is depicted on sheet 28 of this document.

# OAK HAVEN



LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS

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MURFREESBORO, TN 37137 (615) 546-6050  
WWW.RAGANSMITH.COM  
05-162 8098

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

**Zoning application [2018-413] PRD amendment for Oak Haven PRD on approximately 5.01 acres located along Conhocken Court, Courtland Coleman applicant.**

Mr. Matthew Blomeley began by describing the subject property located along the east side of Conhocken Court just north of Leslie Lane and totals approximately 5.01 acres. It is currently undeveloped and heavily treed. In 2007, the property was annexed and zoned as a PRD (Planned Residential District) called Oak Haven. The existing PRD makes provisions for the development of 26 single-family attached dwelling units, with minimum square-footages of 1,056 square-feet. Development has never moved forward under the existing PRD. The property was recently purchased and the new owner/developer wishes to implement his own vision for the property, which differs in some regards from what is currently approved. The changes he proposes are significant enough to warrant an amendment to the PRD zoning. He has submitted a new PRD pattern book, which, if approved, would replace the existing PRD pattern book.

Per the proposed pattern book, the name of the PRD would remain Oak Haven and the general layout is very similar. One of the primary changes proposed is to increase the number of dwelling units by 5 from 26 to 31, for an overall density 6.2 dwelling units per acre (compared to 5.2 dwelling units per acre in the existing plan). The minimum square-footage for the units is also proposed to increase from 1,056 to 1,835. The existing pattern book requires a minimum 75% brick or stone exteriors with the remaining 25% consisting of vinyl siding. The revised pattern book commits to 100% masonry, including brick and cementitious siding, with vinyl only allowed in the trim and soffit. It also commits to carriage-style garage doors. Architectural elevations have been provided in the pattern book. Parking would be accommodated via garages and driveways, as well as guest parking areas. Each unit would have a 2-car attached garage and a driveway large enough to accommodate two (2) vehicles. Solid waste would be handled via a Dumpster. The street that would serve the units would be private with sidewalks on both sides. The



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

primary amenity in the existing pattern book is a community garden; it is proposed to be replaced with a gazebo and a fire pit with seating. A 12'-wide Type C buffer is proposed along the perimeter of the entire site except along Conhocken Court. The buffer would attempt to incorporate existing trees where possible.

To the north of the subject property is the Franklin Heights single-family residential subdivision, which is located in the unincorporated County. Section 1, of the Plantation South single-family residential subdivision, which is also in the unincorporated County, located directly to the west. Plantation South Section 2, which is inside the City limits, is located to the south and zoned RS-12 (Single-Family Residential District 12). The Evergreen Farms single-family residential subdivision is located to the east and is zoned RS-10 (Single-Family Residential District 10).

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop as *Suburban Residential*. The plan recommends a density of 2.0 to 3.54 dwelling units per acre. Recommended development types include "detached residential dwellings" and "planned developments to provide other housing types (e.g., Autourban attached residential) but with increased open space to preserve a suburban character setting." The density of the existing plan (5.2 dwelling units per acre) and the proposed plan (6.2 dwelling units per acre) both exceed the density recommended by the plan. It appears that the future land use map may not have taken into account the existing zoning entitlement for the property in its recommendation of the *Suburban Residential* category. However, the applicant contends that the single-family residential attached use is consistent with this category.

Lastly, the applicant conducted a neighborhood meeting on April 16, 2018, at Scales Elementary School. Approximately 35 to 40 people had attended the meeting. The



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

amended PRD pattern book had been included in the agenda packets for the Planning Commission's review.

Mr. Randy Caldwell, Mr. Courtland Coleman, Mr. Jay Barger and Mr. Wes McGill were all in attendance to represent the applicant. Mr. Randy Caldwell came forward to begin a power presentation describing the applicant's pattern including the following:

- Fifty seven percent open space.
- Greater setbacks than the previous approved plan.
- Increase the number of units from 26 to 31.
- The development includes front stone columns, a wrought iron fence, and extensive landscaping.
- Five-foot sidewalks on both sides of the street.
- One hundred percent masonry material. This would be a more expensive product compared to what was previously approved for this property.
- No vinyl siding proposed with this development.

Mr. Wes McGill came forward making known there is a sinkhole at the center of the property which is the current drainage pattern into the sinkhole. In the event if the sinkhole ever clogged there is an overflow natural pattern towards the west to an existing drainage channel towards the north. Mr. McGill made known to address the neighbor's concerns they have had meet with City staff regarding stormwater and have agreed on a couple of alternative solutions. In addition, blasting would occur with this development for utilities and sewer which would be regulated by the State of Tennessee.

Vice Chairman Kirt Wade opened the public hearing.

1. Mr. Joseph Plummer 304 Franklin Heights Drive – opposes the zoning amendment. He has concerns with the sinkhole on this property and how development would affect his property.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

2. Mr. Dave Brown 415 Conhocken Court – opposes the zoning request. He has concerns regarding drainage and the increase of traffic.
3. Ms. Margaret Schrantz 1248 Ballater Drive- made known her concerns as being the following:
  - Who would be accountable for any damage to her home from the blasting?
  - The formal open space is too close to her property. She does not want the residents from this development hanging out around an open firepit beside her home.
  - She requested for a fence to be placed between her property and this development.
  - She has concerns with the drainage that may occur from development.
4. Mr. Courtland Coleman the applicant – came forward making known if this development is approved, it would consist of large, quality homes. He feels the neighbors would be pleased with this product in their area. He requested for this zoning request to be approved.

Vice Chairman Kirt Wade closed the public hearing.

Mr. Matthew Blomeley addressed the concerns that had been mentioned by making known the following:

- A Type C buffer is being proposed around the entire perimeter of the property. In addition, the applicant would submit a landscape plan to show the existing trees being supplemented with landscaping.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

- Due to the concerns regarding the firepit in the formal open the fire pit could be eliminated. Instead of a firepit the applicant could incorporate other options for the formal open space such as arbors, trellis, etc.

Mr. Sam Huddleston came forward stating the drainage plan that had been reviewed with the applicant addresses the primary reliance of the sinkhole. The secondary overflow is a workable plan that would direct any additional runoff away from the neighboring properties. This development cannot place water on any joining properties. Continuing, Mr. Huddleston stated, to address traffic the applicant has provided alternative routes with street patterns around Plantation South, Franklin Heights, and Saint Andrew neighborhoods. There is connectivity to the east and to the south. Long term, there may be signalization to provide relief at different locations at intersections on Highway 96. This would help the Franklin Heights area until a signal is possibly installed in this area.

Mr. Huddleston addressed blasting by stating it is a reality in Murfreesboro for installation of utilities and development. Mr. Wes McGill has made known the requirements for blasting that is permitted and regulated by the State of Tennessee. However, the applicant could coordinate with their contractor to provide a couple of preliminary steps before blasting such as the following:

- Provide a pre-blast survey for properties that are in proximity to the proposed blasting.
- There is the seismic monitoring that can measure the actual energy levels transmitted into the adjacent properties.

These are requirements for contractors to keep their blast levels to a minimum with the joining properties. Seismic monitoring is how they can document the blast levels.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

Lastly, Mr. Huddleston addressed the concerns regarding the sinkhole on this property. He stated, Engineering views sinkhole systems as quality and quantity with regulations that the City controls. Staff had met with the applicant to discuss the possibility if they were to have an extreme event what would happen with the sinkhole. We want to keep things dry by reducing any impact on neighbors to keep homes, heating and air units from getting wet. The applicant has demonstrated with their plans they have good control with the sinkhole. In addition, the State of Tennessee would review and permit their application for the proposed modifications.

Mr. Warren Russell asked, what are the procedures and processes regarding blasting if a homeowner believes they have incurred any blasting damage to their property? Mr. Huddleston explained, the homeowner would contact the City Fire Marshal which he or someone from the Fire Department would come to the property to inspect the site with a construction inspector. The homeowner would be advised to contact the companies whom had obtained permits from their organization. Next, the homeowner would file an insurance claim with the responsible parties which would be a private party action.

Mr. Eddie Smotherman requested for the applicant to continue working with staff regarding the formal open space not being too close to the existing neighbors. Mr. Randy Caldwell stated distance is the best buffer. He understands the neighbors would appreciate moving the formal open space further away.

Ms. Kathy Jones requested for photos be provided for the proposed enclosed dumpster area and the mail kiosk. Mr. Matthew Blomeley requested for the applicant to insert images into their pattern book.

Mr. Ken Halliburton stated, by right the applicant could go with the original approved plan. However, he feels this is a better plan from a price point perspective. The value of the proposed development would impact the value of homes in the area.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Warren Russell.

The motion carried by unanimous vote in favor.

Annexation plan of services and annexation petition [2018-502] for approximately 18.75 acres located along Armstrong Valley Road, Cornerstone Development, LLC applicant. Mr. Matthew Blomeley began by describing the subject property located along the east side of Armstrong Valley Road and south of the Sheffield Park residential subdivision. It is addressed as 1981 Armstrong Valley Road. The property is mostly undeveloped but does contain a single-family residence and several accessory structures. The requested parcel totals approximately 18.29 acres. A written petition requesting the annexation of the subject parcel has been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits to the north, east, and south. Approximately four-hundred (400) linear feet of Armstrong Valley Road right-of-way is also included in the study area, bringing the total acreage to 18.75 acres.

Staff has prepared a plan of services, which it had been included in the agenda packet. Of note, sanitary sewer is not currently available to the parcel but can be extended from the north with the development of the property. Also, the Murfreesboro Fire and Rescue Department (MFRD) cannot provide fire protection to the existing structures if the property is annexed in its present condition. Per MFRD, the existing residence and all accessory structures must either be demolished prior to the effective date of the annexation or the following steps must be completed prior to the effective date of the annexation:

- Install a fire hydrant within 500 feet of the structures;
- Expand the driveway from 10 feet to 20 feet in width and provide evidence from a licensed engineer that it can withstand the weight of a firetruck;



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

**3.c. Annexation plan of services and annexation petition [2018-502] for approximately 18.75 acres located along Armstrong Valley Road, Cornerstone Development, LLC applicant.**

The subject property is located along the east side of Armstrong Valley Road and south of the Sheffield Park residential subdivision. It is addressed as 1981 Armstrong Valley Road. The property is mostly undeveloped but does contain a single-family residence and several accessory structures. The requested parcel totals approximately 18.29 acres. A written petition requesting the annexation of the subject parcel has been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits to the north, east, and south. Approximately four-hundred (400) linear feet of Armstrong Valley Road right-of-way is also included in the study area, bringing the total acreage to 18.75 acres.

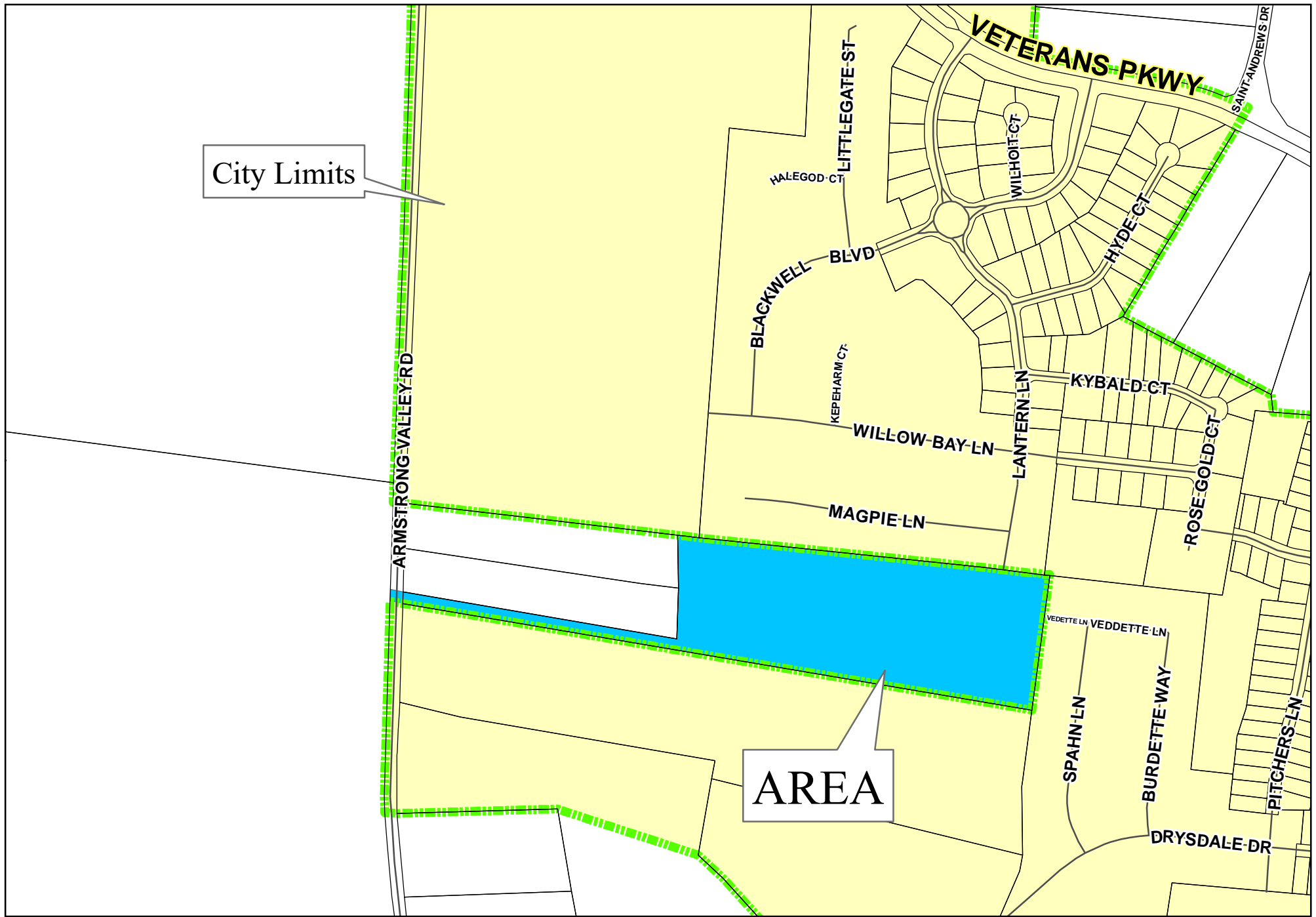
Staff has prepared a plan of services, and it is included in the agenda packet. Of note, sanitary sewer is not currently available to the parcel but can be extended from the north with the development of the property. Also, the Murfreesboro Fire and Rescue Department (MFRD) cannot provide fire protection to the existing structures if the property is annexed in its present condition. Per MFRD, the existing residence and all accessory structures must either be demolished prior to the effective date of the annexation or the following steps must be completed prior to the effective date of the annexation:

- Install a fire hydrant within 500 feet of the structures;
- Expand the driveway from 10 feet to 20 feet in width and provide evidence from a licensed engineer that it can withstand the weight of a firetruck;
- Install a turnaround at or near the structures;
- Remove two trees near the structures for fire truck access; and
- Demolish the existing accessory structure that is located in the wooded area east of the house.

Once these conditions have been satisfied, MFRD will be able to provide ISO Class 2 fire protection to the subject property upon annexation.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council. The potential developer has filed a request to have the property zoned RS-6

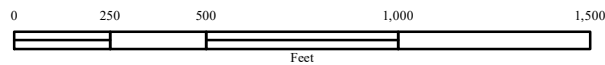
(Single-Family Residential District 6) simultaneous with annexation in order to develop a single-family residential subdivision. The zoning request will be the next item on the agenda.



## Annexation Request for Property Along Armstrong Valley Road



Path: \\gis\gisdata\planning\annex\ArmstrongValley4\_2018.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://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. Cornestone Development, LLC c/o Harry Minge  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)  
Signature: Harry Minge Status: Vice Pres. Date: 3-27-18  
216 Noah Dr. Ste 100 Franklin, TN 37064  
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**

<b>WARRANTY DEED</b>		State of Tennessee County of Rutherford THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS \$550,000.00  My Commission Expires: (AFFIX SEAL)
<b>THIS INSTRUMENT WAS PREPARED BY</b> Rick G. Mansfield, Attorney at Law, 110 South Maple Street, Murfreesboro, TN 37130		
ADDRESS NEW OWNER(S) AS FOLLOWS: Cornerstone Development, LLC (NAME) 1981 Armstrong Valley Road (ADDRESS) Murfreesboro, TN 37128 (CITY) (STATE) (ZIP)	SEND TAX BILLS TO: Cornerstone Development, LLC (NAME) 216 Noah Drive, Suite #100 (ADDRESS) Franklin, TN 37064 (CITY) (STATE) (ZIP)	MAP PARCEL NUMBERS Tax Map 124, Parcel 30.02 ACCT. # R0074403 12th Civil Dist.

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Ralph D. Gannon and wife, Carolyn D. Gannon**, hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **Cornerstone Development, LLC**, hereinafter called the GRANTEE, its heirs and assigns, a certain tract or parcel of land in Rutherford County, State of Tennessee, described as follows, to-wit:

Located in the 12th Civil District of Rutherford County, Tennessee. Bound on the north by W.M. & John Riggs (Deed Book 173, page 577), Charles R. Holder (Deed Book 490, page 42), and the remaining property of Smartt (Tract 2 of this survey); on the east by Danny Travis (Deed Book 504, page 257); on the south by Tracy M. Smartt (Deed Book 549, page 522), and on the west by Armstrong Valley Road and the remaining property of Smartt (Tract 1 & 2 of this survey).

COMMENCING at a nail set in the centerline of Armstrong Valley Road approximately 0.44 miles north of the centerline of Yeargan Road, said nail being the northwest corner of Charles R. Barrett (Deed Book 389, page 813); thence with the centerline of Armstrong Valley Road N 01 deg. 04' 40" E 825.00 feet to a nail set, being the Point of Beginning, said nail being the southwest corner of this tract; thence continuing with the centerline of Armstrong Valley Road N 01 deg. 04' 40" E 50.0 feet to a nail, being the southwest corner of Tract 2; thence with the south line of Tract 2, S 80 deg. 59' 50" E 1125.67 feet to an iron pin set, being the southeast corner of Tract 2; thence with the east line of Tracts 2 and 1 respectively, N 01 deg. 04' 40" E 419.81 feet to an iron pin set, being the northeast corner of Tract 1 and the northwest corner of this tract; thence with the south fenceline of Riggs and Holder respectively, S 84 deg. 09' 20" E 446.90 feet to an iron pin set by a 16" walnut; thence continuing with the south fenceline of Holder S 84° 11' 20" E, 315.18 feet to an iron pin set by a 15" cedar; thence S 84° 20' 50" E 338.34 feet to an iron pin set by a 14" cedar; thence S 84 deg. 19' 40" E 380.80 feet to an iron pin set by a corner post, being the northeast corner of this tract; thence with the west line of Danny Travis S 06 deg. 31' 10" W 549.91 feet to an iron pin set, being the northeast corner of Tracy M. Smartt and the southeast corner of this tract; thence with the north line of Tracy M. Smartt N 80 deg. 59' 50" W 2563.54 feet to a nail set at the Beginning; containing 18.29 acres, more or less, and described according to survey made by Robert E. Francis, Registered Land Surveyor #669, dated August 6, 1997.

Being the same property conveyed to Ralph D. Gannon and wife, Carolyn D. Gannon, by deed from William Searcy and wife, Felicia Searcy, as shown of record in Deed Book 660, page 584, Register's Office for Rutherford County, Tennessee.

This conveyance is subject to any and all easements and restrictive covenants of record.

unimproved ☐

This is improved ☒ property, known as 1981 Armstrong Valley Road, Murfreesboro, TN 37128  
 (House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Heather Dawbarn, Register  
 Rutherford County Tennessee  
 Rec #: 936641  
 Rec'd: 10.00 Instrument #: 2117963  
 State: 2035.00  
 Clerk: 1.00 Recorded  
 Other: 2.00 11/20/2017 at 3:19 PM  
 Total: 2048.00 in  
 Record Book 1627 Pgs 3190-3191



Witness my hand this 20<sup>th</sup> day of November, 2017.

Ralph D. Gannon  
Ralph D. Gannon

Carolyn D. Gannon  
Carolyn D. Gannon

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ralph D. Gannon and Carolyn D. Gannon, husband and wife, the bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Murfreesboro, Tennessee this the 20<sup>th</sup> day of November, 2017.

Kevin N. Lowry  
Notary Public

My Commission expires: 5-15-2024

File No.: 15180

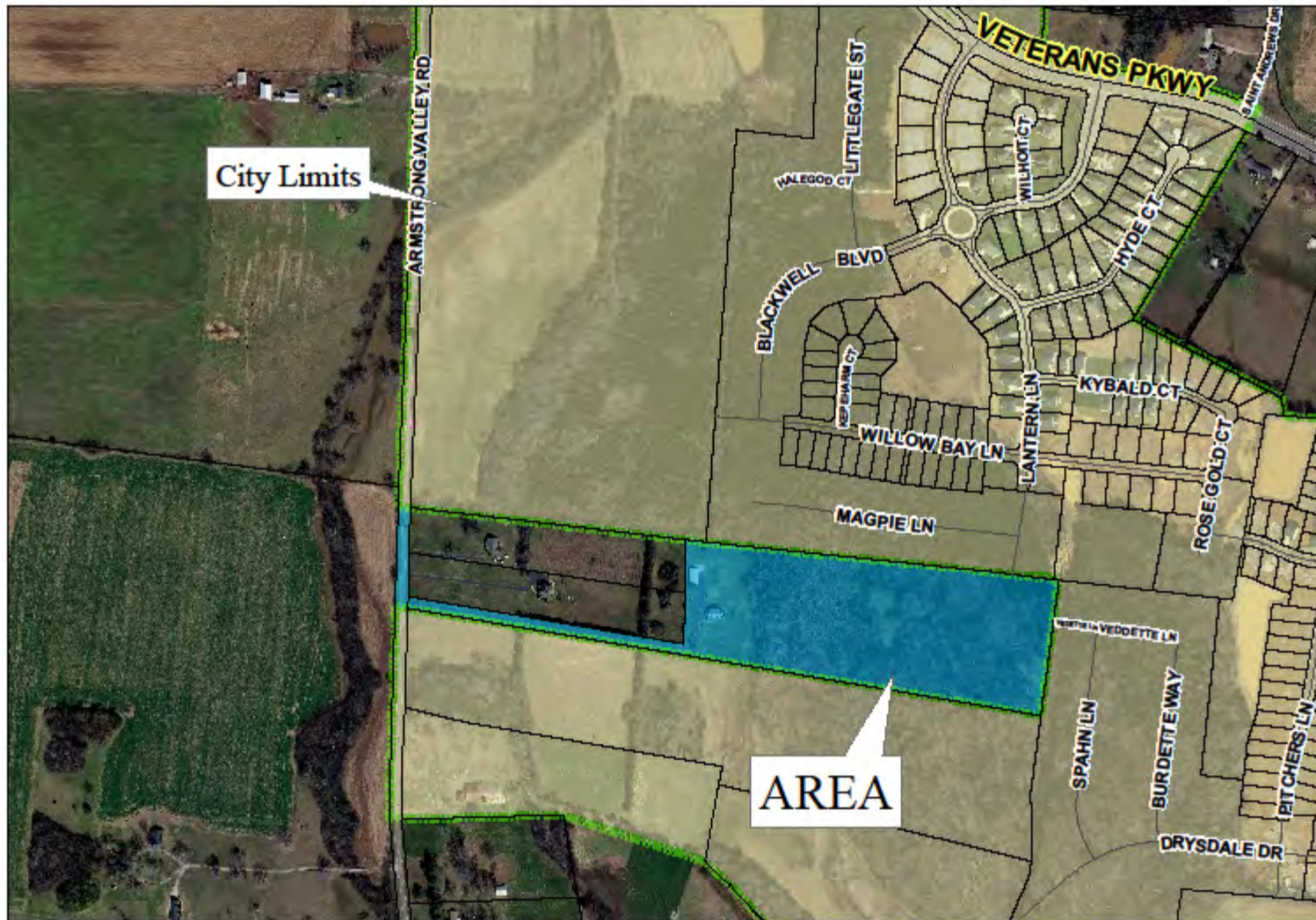


After recording return to  
Hudson, Reed & McCreary, PLLC  
16 Public Square North  
Murfreesboro, TN 37130

**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG ARMSTRONG VALLEY ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2018-502)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
May 2, 2018**



# Annexation Request for Property Along Armstrong Valley Road



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GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
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# INTRODUCTION



## **OVERVIEW**

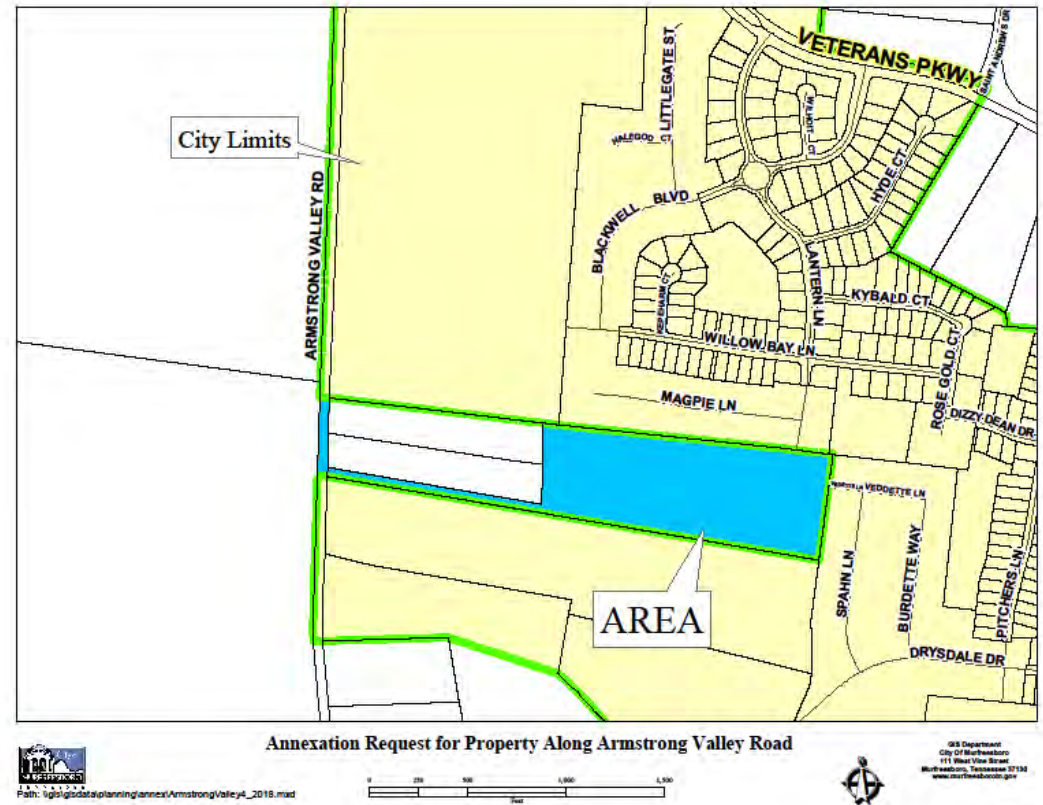
The property owner, Cornerstone Development, represented by Mr. Harry Minge, has submitted an annexation petition to the City of Murfreesboro. The request is for one parcel and a companion zoning change to Single-family Residential (RS-6) with the annexation. The annexation and rezoning is to allow for development of single-family residential lots.

The subject property is located along the east side of Armstrong Valley Road, south of Veterans Parkway. The parcel is approximately 18.29 acres, and currently developed with one single-family residence, garage and other accessory structures.

The study area includes approximately 400 linear feet of Armstrong Valley Road right-of-way, as shown in blue on the exhibit. Total study area is 18.75 acres:

- Tax Map 124, Parcel 030.02 (18.29 acres)
- Armstrong Valley Road right-of-way, approximately 400 linear feet (0.46 acres)

The study area lies within the City of Murfreesboro's Urban Growth Boundary.



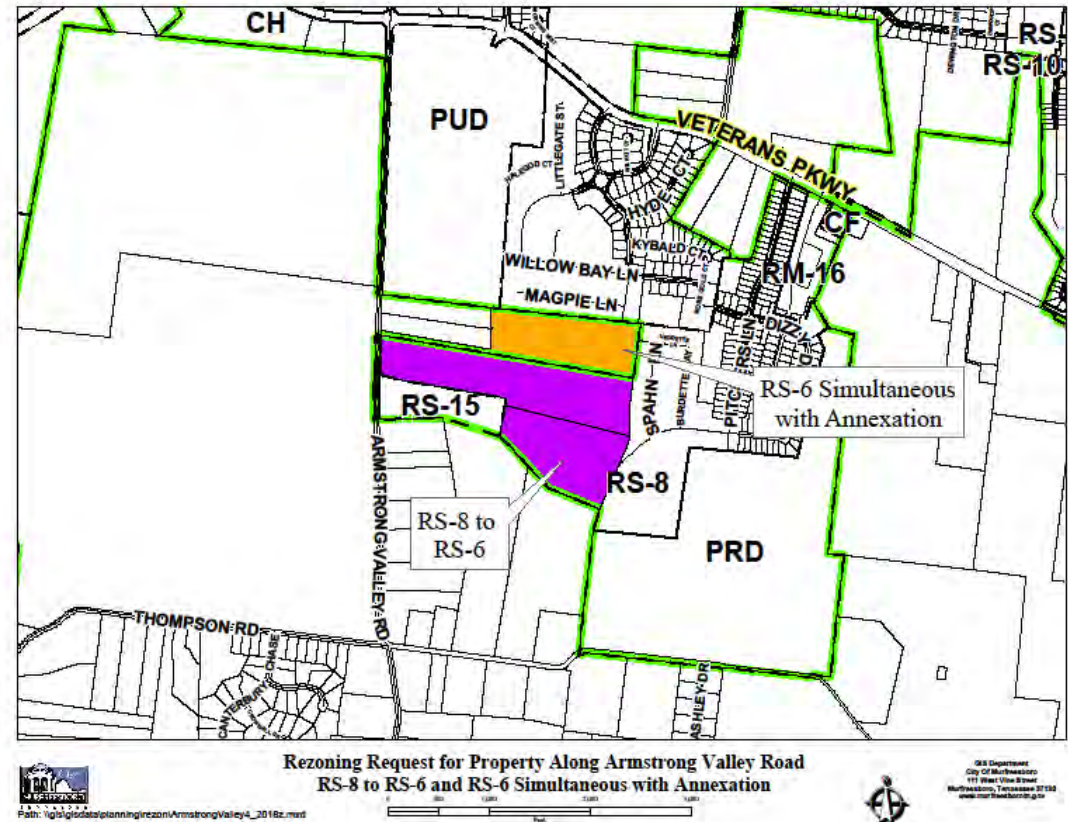


## CITY ZONING

Simultaneous with the annexation, a request for rezoning for the subject property to RS-6 (Single-family Residential) is requested. The application for rezoning is made by Cornerstone Development and would allow for the development of single-family residences. The concept plan depicts 186 single-family residential lots. However, it should be noted that the concept plan involves not only the property in question, but two additional parcels that are already inside the City limits.

The study area is presently zoned RM (Residential – Medium Density) in the unincorporated area of Rutherford County.

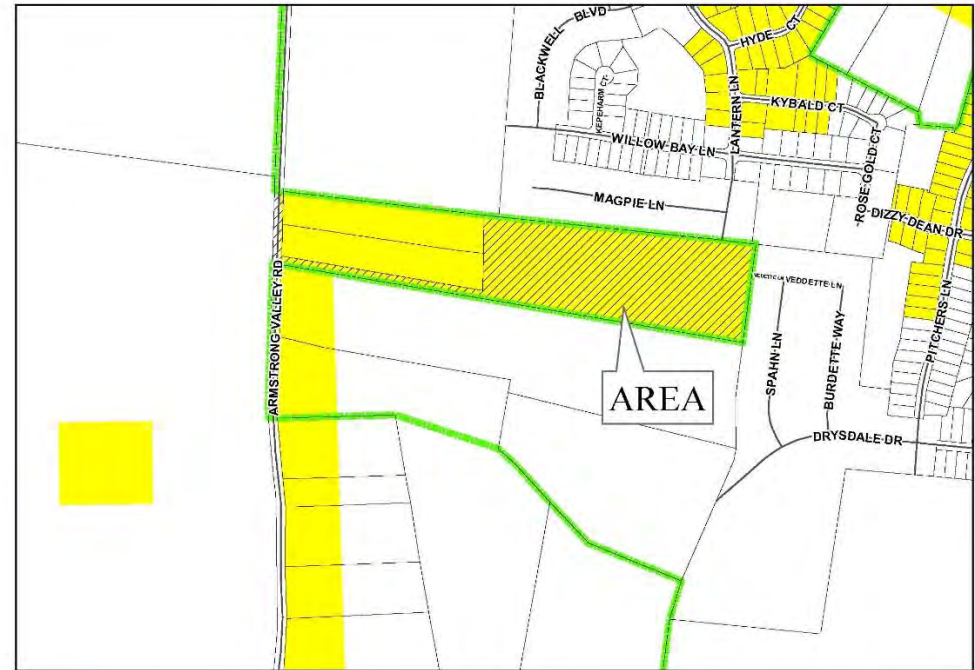
The study area is contiguous with the existing City limits to the north, east, and south. To the north is the Sheffield Park Subdivision, and to the east is the Westwind Subdivision. These are zoned PRD (Planned Residential Development) and RS-8 (Single Family Residential), respectively. To the south are two undeveloped parcels owned by the petitioner. He is concurrently requesting rezoning for these parcels from RS-8 to RS-6.



## **PRESENT AND SURROUNDING LAND USE**

The study area is developed with one single-family residence and several accessory structures. Surrounding land uses include:

- Single family residential, as shown in yellow.
- Vacant land approved for single family residential development.
- Agricultural



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Land Use Map

Yellow Residential/Single Family White Vacant/Undeveloped



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## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2018 will be due on December 31, 2019. 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 \$1.2066/\$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***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Cornerstone Development, Mr. Harry Minge	18.29	\$14,800	\$309,400	\$87,650	\$1,057.58

These figures are for the property in its current state and assessed at the residential rate of 25 percent. After this property is rezoned to Single Family Residential (RS-6) and when it is developed, an improvement value will be added, which will result in an increase to the City and County taxes.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2018-2019 per capita state revenue estimates for the City of Murfreesboro once the development is built out. The requested parcel and the two adjacent parcels that are already inside the City limits are proposed to be developed with 186 single-family homes.

**Table II**  
***Per Capita State Revenue Estimates***

<b>General Fund</b>	<b>Per Capita Amount</b>
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$25.91
<b><i>Total Per Capita (General and State Street Aid Funds)</i></b>	<b>\$109.46</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for 186 lots)</b>	<b>\$52,527.66</b>

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

# **PLAN OF SERVICES**



## **POLICE PROTECTION**

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

This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #2.

## **STREETS AND ACCESS**

The annexation study area has access to existing Armstrong Valley Road and includes approximately 400 linear feet of existing right-of-way. Armstrong Valley Road is an existing 2-lane, ditch-section roadway. Upon annexation, the City will be responsible for the operation and maintenance of this street. Based on a 15-year repaving cycle for Armstrong Valley Road, the annualized maintenance cost is \$500 per year with State Street Aid and the General Fund as funding sources. Any new connections to Armstrong Valley Road must be approved by the City Engineer. Additionally, development along Armstrong Valley Road will require participation in construction improvements to Armstrong Valley Road and ROW/easement dedication in accordance with the

City's Substandard Street requirements. No additional public roadways are included in the study area. Any future public roadway facilities to serve the study area must be constructed to City standards.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Armstrong Valley Road as the major roadway facility, which connects to Veterans Parkway to the north and Thompson Road to the south. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Armstrong Valley Road to be operating at a Level of Service "B" between Veterans Parkway and Thompson Road using average daily traffic (ADT) counts.

The 2040 Level of Service Model indicates that Armstrong Valley Road will operate at a Level of Service of "F" at Veterans Parkway and Level of Service "D" at Thompson Road without the proposed improvements recommended in the 2040 Plan. Armstrong Valley Road is closed periodically near and south of the study area during extreme rainfall events when Armstrong Branch overtops the roadway at existing roadway culverts. Recent observations of this section of Armstrong Branch indicate that this occurs a few times each year for a few hours duration each event. The roadway culverts and overtopping section of Armstrong Valley Road are upstream of the study area and currently outside the jurisdiction of the City of Murfreesboro.

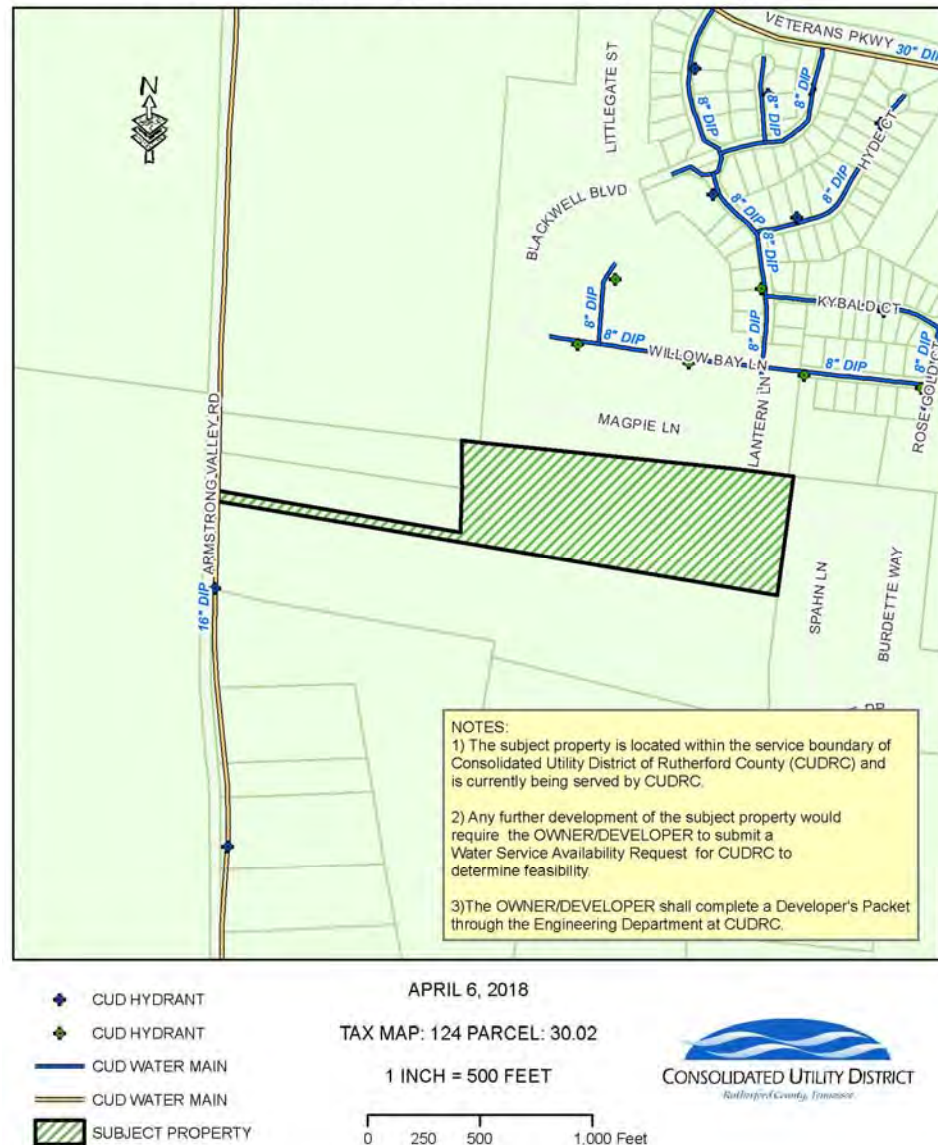
## WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County (CUDRC) service area. CUDRC currently serves the residence on the property and will continue to do so if annexed. CUDRC presently maintains a 16-inch ductile iron pipe on the east side of the property, along Armstrong Valley Road. The developer of the property will need to submit a Water Service Availability Request to CUDRC to determine if water demands can be met at this location.

Also, the developer of the property will be required to complete CUDRC's Developer Packet through the Engineering Department to determine feasibility prior to entering the construction phase.

The existing CUDRC water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

### 1981 Armstrong Valley Road Annexation Request



## **SANITARY SEWER SERVICE**

Per the Murfreesboro Water Resources Department's current definition of "available", public sanitary sewer is not available to the property requesting annexation nor to the properties requesting rezoning. Per the 201 Wastewater Facilities Plan for Basin 97, these properties are to be served by a future 18" interceptor extension. The 18" interceptor currently ends on the east side of the intersection of Armstrong Valley Road and Armstrong Branch approximately 1700 linear feet to the north of the properties. The developer of the subject property will be responsible for the extension of sewer from its current location to the subject property. Depending on the route of the interceptor extension, there would be the need for two to three off-site sewer easements.

These properties are within the Overall Creek Sanitary Sewer Assessment District and will be charged \$1,000 per single-family unit or equivalent in addition to the current and standard connection fees. The standard connection fee for a single-family residence is \$2550. All sewer main extensions may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water & Sewer Department found on-line at:

<http://www.murfreesborotn.gov/DocumentCenter/View/144>



## **FIRE AND EMERGENCY SERVICE**

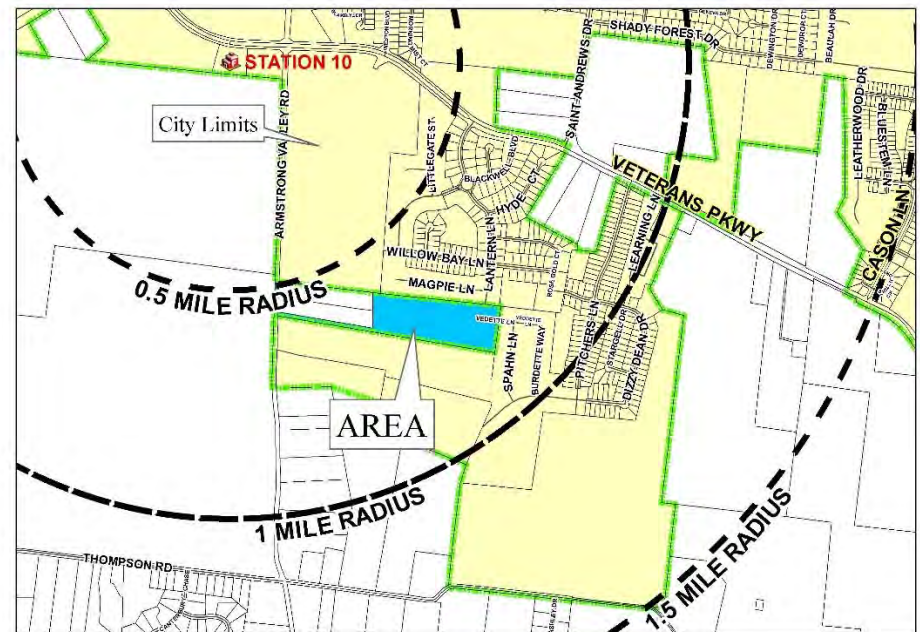
The study area contains an existing single-family residence and several accessory structures. Murfreesboro Fire and Rescue Department (MFRD) cannot provide fire protection to the existing house in its current state because there is no fire hydrant within 500 feet of the structures and there is not adequate access to the house for a fire truck. In addition, the structures are located greater than 1,300 feet from Armstrong Valley Road.

Per MFRD, the existing residence and all accessory structures must either be demolished prior to the effective date of the annexation or the following steps must be completed prior to the effective date of the annexation:

- Install a fire hydrant within 500 feet of the structures;
- Expand driveway from 10 feet to 20 feet in width and provide evidence from a licensed engineer that it can withstand the weight of a firetruck;
- Install a turnaround at or near the structures;
- Remove two trees near the structures for fire truck access.
- Demolish the existing accessory structure that is located in the wooded area east of the house.

Once these conditions have been satisfied, MFRD will be able to provide ISO Class 2 fire protection to the

subject property upon annexation. MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Prior to any development on the site, the developer shall provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water Resources Department (MWRD) policies and procedures. The closest fire station to the subject property is Fire Station #10, located at 2563 Veterans Parkway, 0.75 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



Annexation Request for Property Along Armstrong Valley Road  
In Relation to Fire Station 10



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City of Murfreesboro  
111 West Yous Street  
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www.murfreesborotn.gov



### **SOLID WASTE COLLECTION**

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The solid waste cart for the existing house must be brought to Armstrong Valley Road for curbside solid waste collection service. In the proposed development, there will be 186 carts required at full build-out at a cost of \$9,913.80 (\$53.30/cart).

### **ELECTRIC SERVICE**

The study area is located within Middle Tennessee Electric Membership's (MTEM) service boundary and MTEM currently provides service to the residence. MTEM has capacity to serve the proposed development. Any new electrical infrastructure installed will be required to adhere to MTEM standards.

### **STREET LIGHTING**

MTEM can provide street lighting, as necessary, upon request by the City of Murfreesboro.

### **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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be located in the Scales Elementary

School zone, if annexed. A new school is planned to open in this general vicinity in the Fall 2019. Additional students from any proposed development can be accommodated.

### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area upon the effective date of annexation. 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.

### **BUILDING AND CODES**

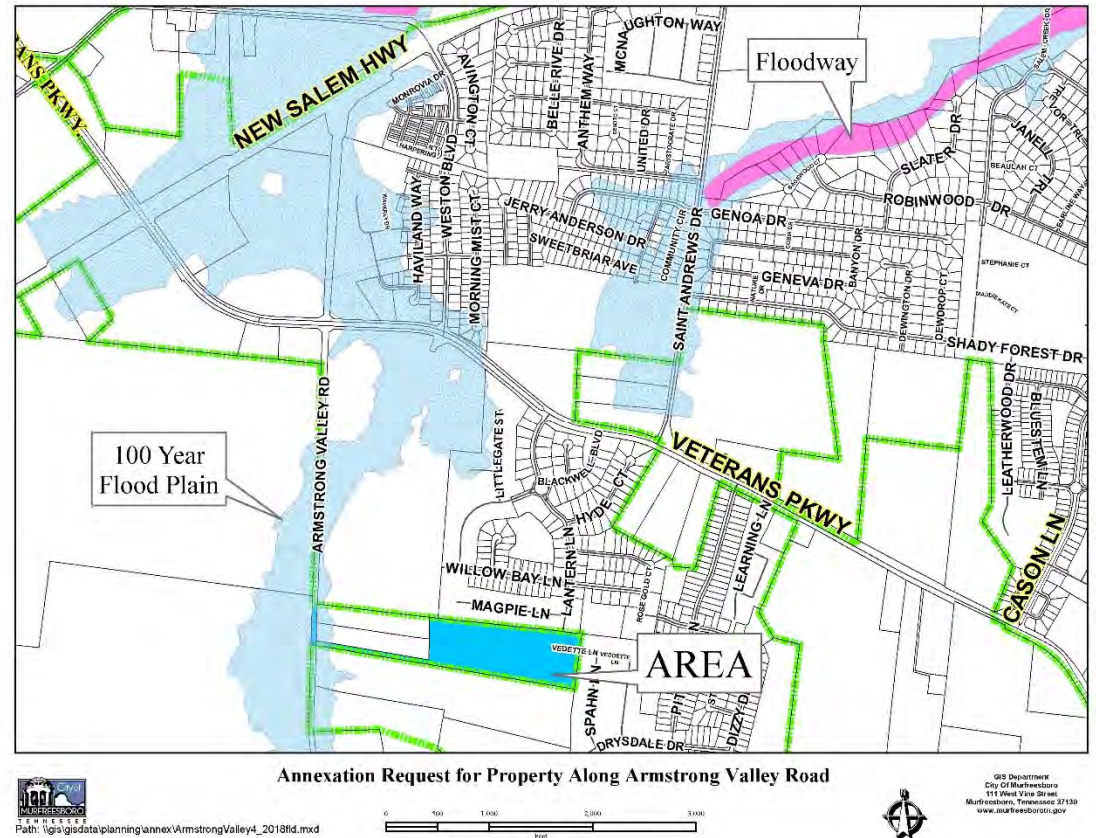
The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's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



## FLOODWAY

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

However, the western portion of the study area, adjacent to Armstrong Valley Road, is located in the 100- year floodplain as shown on the exhibit. The exhibit depicts the floodway boundary in purple and the 100-year floodplain boundary in blue.



## **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, 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.

## **STORMWATER MANAGEMENT**

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

The subject property, along with the two adjacent parcels to the south that are already in the City limits, is proposed to be developed with 186 single-family residences. Based on this development scenario, it is anticipated that the site will generate approximately \$7,254 annually in revenue for the Stormwater Utility Fund upon full build-out.

Public drainage facilities available to the study area are located within the right-of-way (ROW) of Armstrong Valley Road and proposed or existing public drainage systems within Sheffield Park to the north. Armstrong Valley Road in the study area has ditch sections on each side for roadway drainage. Upon annexation, the operation and maintenance of the public drainage system will be the responsibility of the City. The annualized operation and

maintenance cost for the systems is included in the public roadway sections above, as they consist of an internal roadway drainage system. Future operation and maintenance costs are anticipated to be paid from the Stormwater Utility Fee and State Street Aid. No other public drainage facilities are available to the study area. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

A review of the regional drainage patterns indicates the study area and adjacent properties are controlled by overland flow to Armstrong Branch to the west and Spence Creek to the north through public drainage facilities within Sheffield Park. Armstrong Branch overtops Armstrong Valley Road in extreme rain events a few times each year. Drainage system maintenance or upgrades along and under the roadway will be necessary to alleviate the occasional roadway overtopping during extreme rainfall events. The sections of Armstrong Branch that overtop most frequently are upstream and outside the jurisdiction of the City of Murfreesboro.

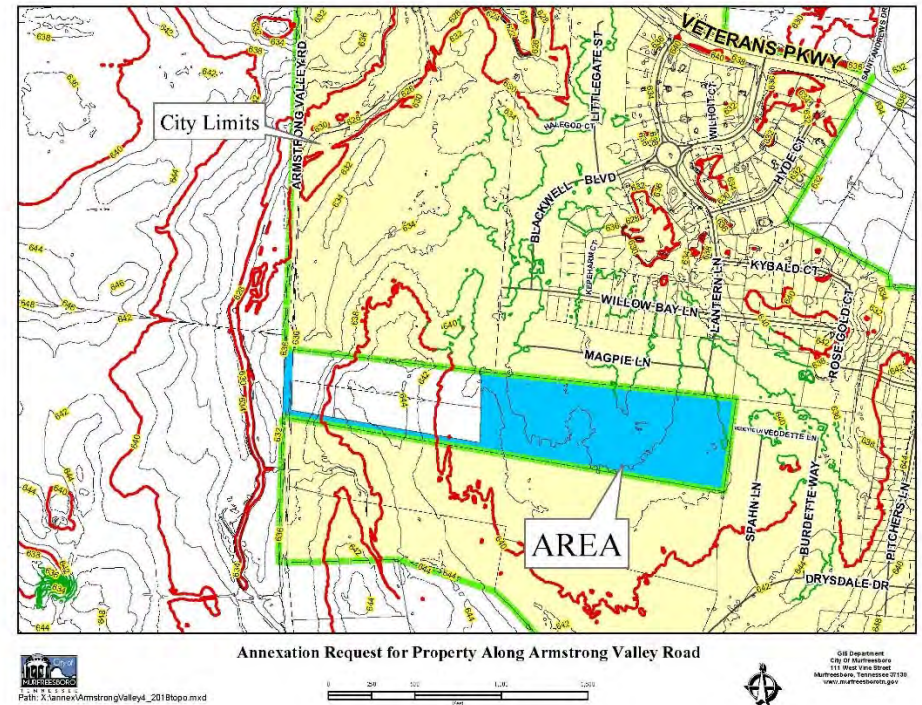
Armstrong Valley Road and approximately 150' of the west edge of the flag portion of the property are in the floodplain without a defined floodway and some of the study area is at or below the 100-year flood elevation. Any fill placed in the floodplain will require additional study to demonstrate no rise in the predicted flood elevations of Armstrong branch

The study area is in the Armstrong Branch and Spence Creek Watersheds.

## PROPERTY AND DEVELOPMENT

A small portion of the property drains to the ROW of Armstrong Valley Road and into Armstrong Branch and most of the property drains to the middle of the northern property line and onto Sheffield Park ultimately to Spence Creek through constructed public drainage facilities. A review of aerial photography and topography indicate a pond in the central portion of the study area. This may be associated with wetlands. This area should be evaluated to determine if wetlands are present and appropriate approvals and permits obtained for disturbance or modification during development.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.



### **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.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

**Annexation plan of services and annexation petition [2018-502] for approximately 18.75 acres located along Armstrong Valley Road, Cornerstone Development, LLC applicant.**

Mr. Matthew Blomeley began by describing the subject property located along the east side of Armstrong Valley Road and south of the Sheffield Park residential subdivision. It is addressed as 1981 Armstrong Valley Road. The property is mostly undeveloped but does contain a single-family residence and several accessory structures. The requested parcel totals approximately 18.29 acres. A written petition requesting the annexation of the subject parcel has been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits to the north, east, and south. Approximately four-hundred (400) linear feet of Armstrong Valley Road right-of-way is also included in the study area, bringing the total acreage to 18.75 acres.

Staff has prepared a plan of services, which it had been included in the agenda packet. Of note, sanitary sewer is not currently available to the parcel but can be extended from the north with the development of the property. Also, the Murfreesboro Fire and Rescue Department (MFRD) cannot provide fire protection to the existing structures if the property is annexed in its present condition. Per MFRD, the existing residence and all accessory structures must either be demolished prior to the effective date of the annexation or the following steps must be completed prior to the effective date of the annexation:

- Install a fire hydrant within 500 feet of the structures;
- Expand the driveway from 10 feet to 20 feet in width and provide evidence from a licensed engineer that it can withstand the weight of a firetruck;



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

- Install a turnaround at or near the structures;
- Remove two trees near the structures for fire truck access; and
- Demolish the existing accessory structure that is located in the wooded area east of the house.

Once these conditions have been satisfied, MFRD would be able to provide ISO Class 2 fire protection to the subject property upon annexation.

Mr. Blomeley made known they had contacted Mr. Matt Taylor whom represents Mr. Harry Minge. The applicant has indicated they intend to tear down all the structures before the effective date of annexation. If this proposal is approved by City Council before the second reading all the structures on the property must be demolished or the conditions that have been made known must be met.

The potential developer has filed a request to have the property zoned RS-6 (Single-Family Residential District 6) simultaneous with annexation in order to develop a single-family residential subdivision.

Mr. Matt Taylor and Mr. Harry Minge were in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Mr. Warren Russell made a motion to approve the annexation plan of services and annexation petition, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

- 3.d. Zoning application [2018-409] for approximately 18.29 acres located along Armstrong Valley Road to be zoned RS-6 simultaneous with annexation and approximately 44.5 acres to be rezoned from RS-8 to RS-6, Cornerstone Development, LLC applicant.**

The subject property is located along the east side of Armstrong Valley Road south of Veterans Parkway. The property, which consists of three parcels, is mostly undeveloped but does contain a single-family residence and several accessory structures. The three parcels total approximately 62.8 acres. The previous item on the agenda was the annexation petition and plan of services for the northernmost parcel, which is approximately 18.29 acres. The applicant has requested a zoning classification of RS-6 (Single-Family Residential District 6) for this parcel simultaneous with annexation. The other two parcels, which total approximately 44.5 acres, are already located within the City limits and are currently zoned RS-8 (Single-Family Residential District 8). They were rezoned from RS-15 (Single-Family Residential District 15) to RS-8 in 2016 and are now requested to be rezoned from RS-8 to RS-6.

The RS-6 zone permits single-family residential uses on lots with a minimum lot size of 6,000 square-feet. The existing RS-8 zone requires a minimum lot size of 8,000 square-feet. The applicant intends on developing a single-family residential subdivision on the subject property. A concept plan for the proposed development is included in the agenda packet, as are examples of proposed homes that may be constructed in the development. It identifies several areas of the site as wetlands. The applicant is requesting the RS-6 zoning in order to offset the impact of the wetlands on the subject property. The concept plan depicts 186 single-family residential lots developed under the proposed RS-6 zone at a density of approximately three (3) dwelling units per acre. It should be noted that, while the subdivision layout and the examples of the proposed homes submitted by the applicant are a good faith effort by the applicant to communicate to the Planning Commission how he intends to develop the site, they are conceptual in nature and are not binding. While the RS-8 zone does mandate a larger minimum lot size than the RS-6 zone, the RS-6 zone does offer several assurances that the RS-8 zone does not. First, the RS-6 zone has a minimum front building setback of 35' for garages, which makes it easier to achieve the minimum required four (4) off-street parking spaces. The RS-8 zone only requires a 30' minimum front building setback. Secondly, building facades in the RS-6 zone are required to be a minimum of 75% brick, stone, or cementitious siding. No more than 25% of any

building façade in the RS-6 zone may be comprised of building materials such as EIFS, vinyl siding, or wood siding. There are no building material requirements in the RS-8 zone.

The subject property is bordered on its north side by the developing Sheffield Park residential subdivision, which is zoned PRD (Planned Residential District) for single-family residential lots a minimum of 8,000, 10,000, and 12,000 square-feet. Directly to the east is the developing Westwind single-family residential subdivision, which is zoned RS-8. Further to the east and south is the Magnolia Grove PRD, the zoning for which was approved earlier this year. It is approved for single-family residential lots with minimum lot sizes of 6,000, 8,000, and 10,000 square-feet. To the west of the subject property across Armstrong Valley Road as well as directly to the south of the subject property are large undeveloped and agricultural tracts located in the unincorporated County. Along the east side of Armstrong Valley Road are several large single-family residential tracts in the unincorporated County.

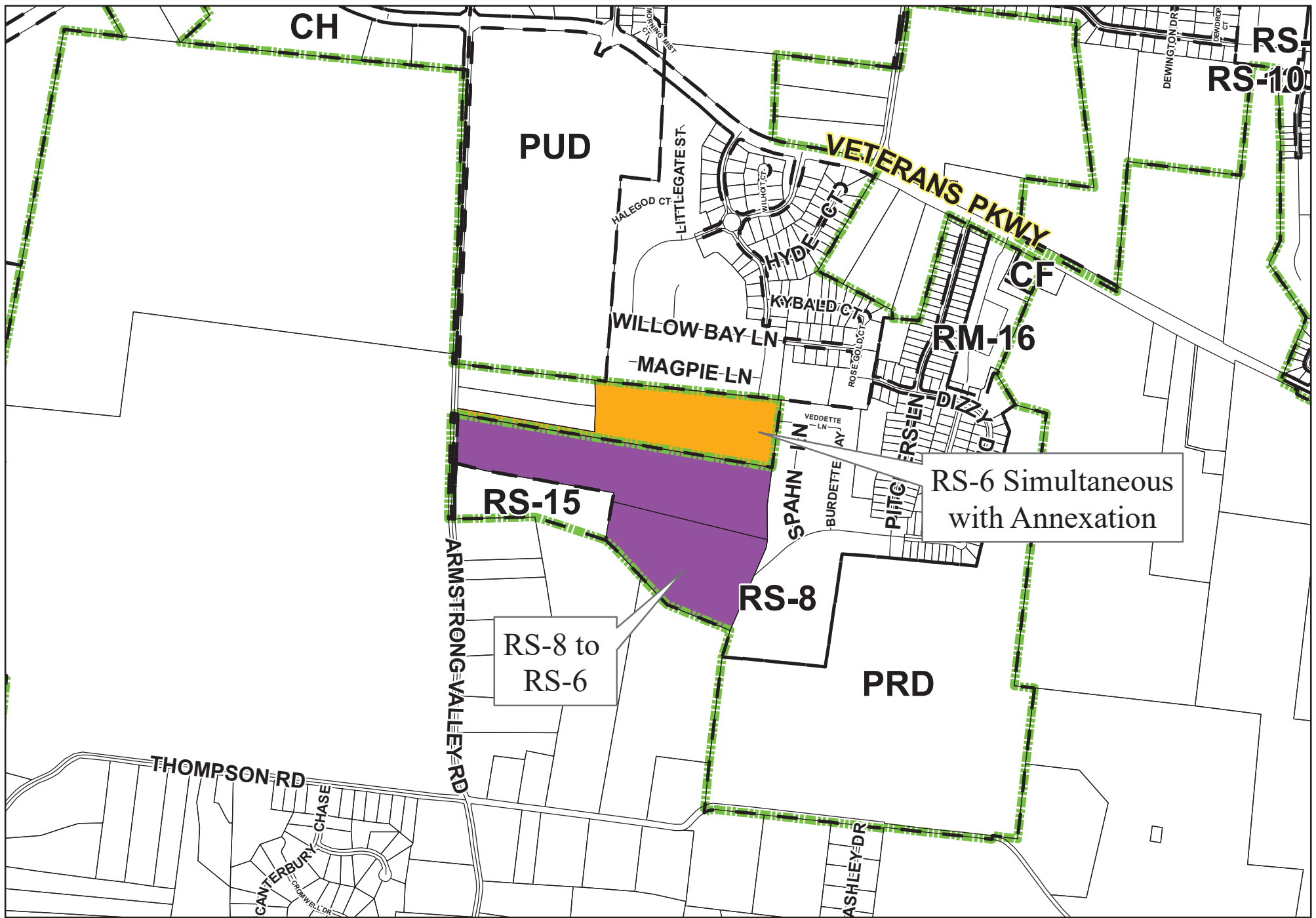
The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted in July 2017, recommends that the subject property develop as *Auto-Urban (General) Residential*. An excerpt from the future land use map can be found on the following page. For this category, the plan recommends single-family detached or attached residential uses at a density of 3.54 to 8.64 dwelling units per acre. Development in this category is characterized by “less openness and separation between dwellings compared to suburban character areas, due to size of parcel and proportion of building footprint to parcel.” The RS-6 zone is generally consistent with the *Auto-Urban (General) Residential* land use character. Under ideal circumstances, the RS-6 zone might yield up to 5-6 dwelling units per acre, which is within the recommended density. However, because of the wetlands, the proposed density shown on the concept plan is approximately three (3) dwelling units per acre, which is slightly less than the recommended density.

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

## Murfreesboro 2035 Comprehensive Plan Future Land Use Map



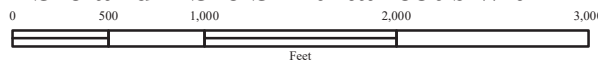




## Rezoning Request for Property Along Armstrong Valley Road RS-8 to RS-6 and RS-6 Simultaneous with Annexation



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GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## REZONING APPLICATION FORM



*Creating a better quality of life*

**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](http://www.murfreesborotn.gov)

### REZONING APPLICATION FORM \$600.00 per application

#### 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 \$600.00 non-refundable application fee.

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

#### To be completed by applicant:

**APPLICANT:** Cornerstone Development, LLC c/o Harry Minge

**Address:** 216 Noah Dr, Ste 100 **City/State/Zip:** Franklin, TN 37064

**Phone:** 615-642-2342 **E-mail address:** cstonellc@att.net

**PROPERTY OWNER:** Cornerstone Development, LLC c/o Harry Minge

**Street Address or property description:** 1981 Armstrong Valley Rd

**and/or Tax map #:** 124 **Group:**  **Parcel (s):** 30.02

**Existing zoning classification:** RM(county) & RS-8

**Proposed zoning classification:** RS-6 **Acreage:** 61.8 ACRES

**Contact name & phone number for publication and notifications to the public (if different from the applicant):** Matthew Taylor 615-890-7901

**E-mail:** mtaylor@sec-civil.com

**APPLICANT'S SIGNATURE (required):** Harry Minge

**DATE:** 3-27-18

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

**Date received:**  **MPC YR.:**  **MPC #:** 2018-409-502

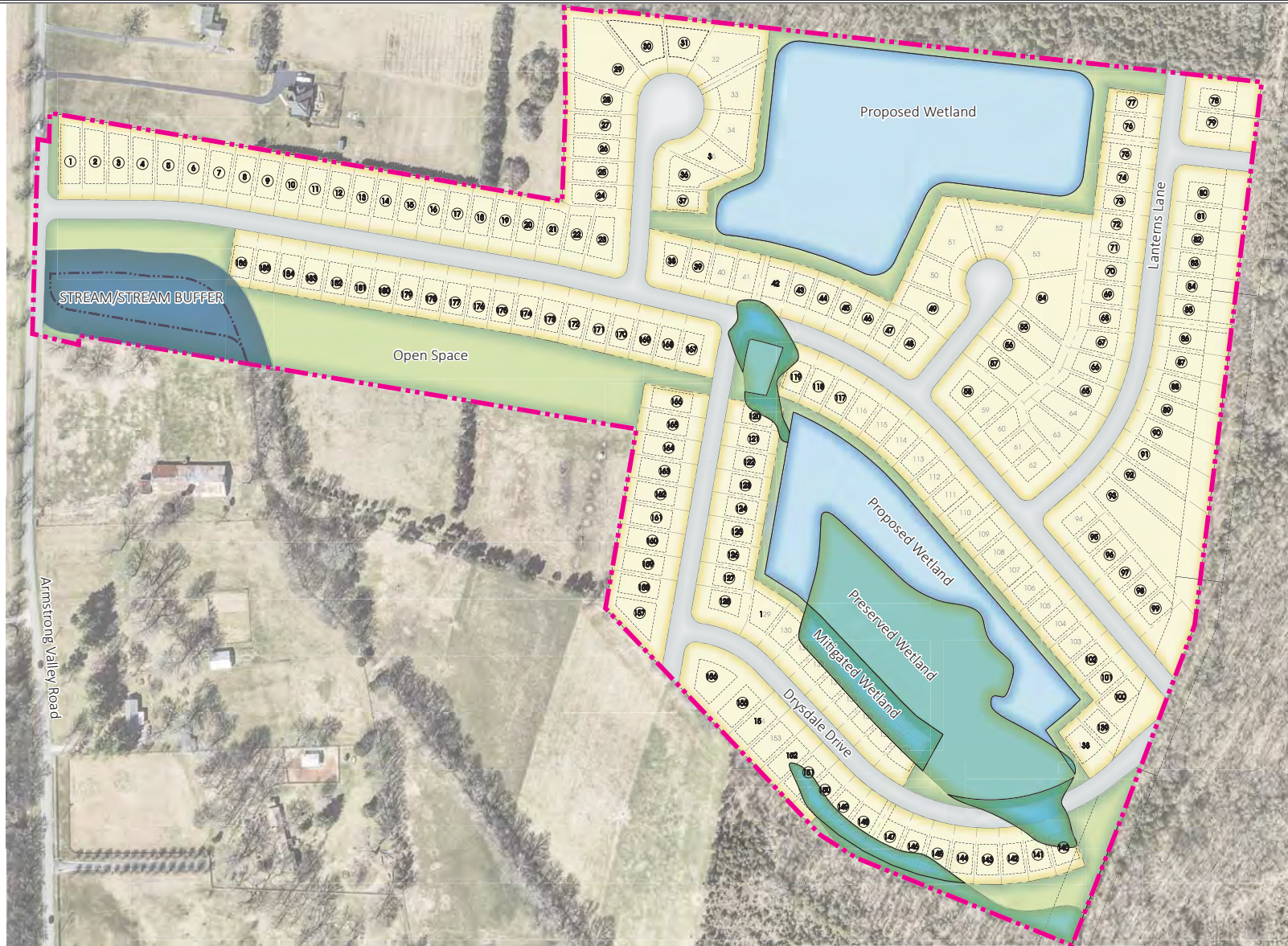
**Amount paid:** 600.00 **Receipt #:** 364161

Revised 1/2010



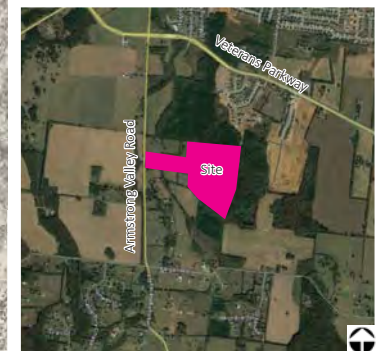
# Armstrong Valley Road Properties

03-09-2018



Total Land Area:	±61.76 Acres
Total Number of Lots:	186 Single-Family Detached
Yield: 186 Lots/61.76 Acres =	±3.01 Units/Acre
Total Open Space:	±21.57 Acres (35%)
Stormwater (Detention)	±8.3 Acres (13.5%)
Preserved Wetlands	±3.69 Acres (5.97%)
Usable Open Space	±9.58 Acres (15.5%)
Minimum Lot Size:	6,000 Square Feet
Typical Lot Dimensions:	50' x 120'
Length of New Roadway:	±6,600 Linear Feet
Zoning	
Total Wetlands Impacted:	±1.77 Acres
Total Wetlands Created:	±8.3 Acres

- Open Space
- Lots
- Pavement
- Mitigated Wetlands
- Proposed Wetlands/Detention
- Preserved Wetlands





# Armstrong Valley Road Properties

03-09-2018





# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

**Zoning application [2018-409] for approximately 18.29 acres located along Armstrong Valley Road to be zoned RS-6 simultaneous with annexation and approximately 44.5 acres to be rezoned from RS-8 to RS-6, Cornerstone Development, LLC applicant.**

Mr. Matthew Blomeley began by describing the subject property located along the east side of Armstrong Valley Road south of Veterans Parkway. The property, which consists of three parcels, is mostly undeveloped but does contain a single-family residence and several accessory structures. The three parcels total approximately 62.8 acres. The applicant has requested a zoning classification of RS-6 (Single-Family Residential District 6) for this parcel simultaneous with annexation. The other two parcels, which total approximately 44.5 acres, are already located within the City limits and are currently zoned RS-8 (Single-Family Residential District 8). They were rezoned from RS-15 (Single-Family Residential District 15) to RS-8 in 2016 and are now requested to be rezoned from RS-8 to RS-6.

The RS-6 zone permits single-family residential uses on lots with a minimum lot size of 6,000 square-feet. The existing RS-8 zone requires a minimum lot size of 8,000 square-feet. The applicant intends on developing a single-family residential subdivision on the subject property. A concept plan for the proposed development had been included in the agenda packet, as well as examples of proposed homes that may be constructed in the development. It identifies several areas of the site as wetlands. The applicant is requesting the RS-6 zoning in order to offset the impact of the wetlands on the subject property. The concept plan depicts 186 single-family residential lots developed under the proposed RS-6 zone at a density of approximately three (3) dwelling units per acre. It should be noted that, while the subdivision layout and the examples of the proposed homes submitted by the applicant are a good faith effort by the applicant to communicate to the Planning Commission how he intends to develop the site, they are conceptual in nature and are not binding. While the RS-8 zone does mandate a larger minimum lot size

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

than the RS-6 zone, the RS-6 zone does offer several assurances that the RS-8 zone does not. First, the RS-6 zone has a minimum front building setback of 35' for garages, which makes it easier to achieve the minimum required four (4) off street parking spaces. The RS-8 zone only requires a 30' minimum front building setback. Secondly, building facades in the RS-6 zone are required to be a minimum of 75% brick, stone, or cementitious siding. No more than 25% of any building façade in the RS-6 zone may be comprised of building materials such as EIFS, vinyl siding, or wood siding. There are no building material requirements in the RS-8 zone.

The subject property is bordered on its north side by the developing Sheffield Park residential subdivision, which is zoned PRD (Planned Residential District) for single-family residential lots a minimum of 8,000, 10,000, and 12,000 square-feet. Directly to the east is the developing Westwind single-family residential subdivision, which is zoned RS-8. Further to the east and south is the Magnolia Grove PRD, the zoning for which was approved earlier this year. It is approved for single-family residential lots with minimum lot sizes of 6,000, 8,000, and 10,000 square-feet. To the west of the subject property across Armstrong Valley Road as well as directly to the south of the subject property are large undeveloped and agricultural tracts located in the unincorporated County. Along the east side of Armstrong Valley Road are several large single-family residential tracts in the unincorporated County.

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop as *Auto-Urban (General) Residential*. An excerpt from the future land use map had been provided in the agenda packet. For this category, the plan recommends single-family detached or attached residential uses at a density of 3.54 to 8.64 dwelling units per acre. Development in this category is characterized by "less openness and separation between dwellings compared to suburban character areas, due to size of parcel and proportion of



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

building footprint to parcel.” The RS- 6 zone is generally consistent with the *Auto-Urban (General) Residential* land use character. Under ideal circumstances, the RS-6 zone might yield up to 5-6 dwelling units per acre, which is within the recommended density. However, because of the wetlands, the proposed density shown on the concept plan is approximately three (3) dwelling units per acre, which is slightly less than the recommended density.

Mr. Matt Taylor and Mr. Harry Minge were in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Mr. Eddie Smotherman made a motion to approve, seconded by Ms. Kathy Jones.**

**The motion carried by unanimous vote in favor.**

**Annexation plan of services and annexation petition [2018-503] for approximately 0.96 acres located along Indian Park Drive, Glen Hutchinson applicant.** Mr. Matthew Blomeley began by describing the subject property located along the north side of the Glenview Farms Subdivision, north of the terminus of Indian Park Drive. The property has an area of 0.96 acre and includes a portion of one parcel:

- Tax Map 113, Parcel 29.00 (0.96 acre)

The property is presently undeveloped. A written petition requesting annexation had been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City boundary to the south.

The annexation request is to bring the proposed stormwater facility for Section 4, of the Glenview Farms Subdivision, which is located immediately to the south, into the City limit. Upon annexation, this property would have an interim RS-15 zoning designation. The

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

**3.e. Annexation plan of services and annexation petition [2018-503] for approximately 0.96 acres located along Indian Park Drive, Glen Hutchinson applicant.**

The subject property is located along the north side of the Glenview Farms Subdivision, north of the terminus of Indian Park Drive. The property has an area of 0.96 acre and includes a portion of one parcel:

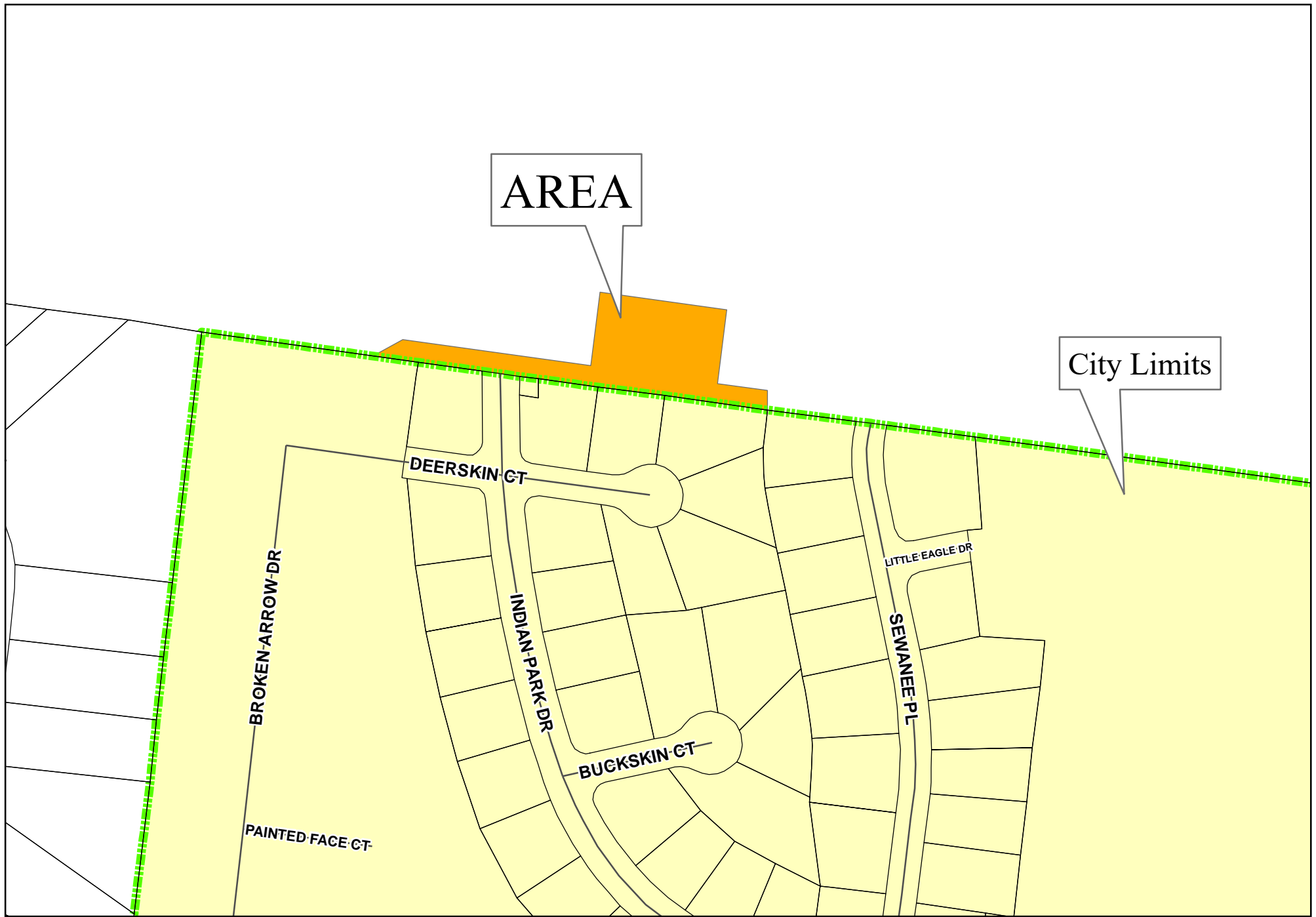
- Tax Map 113, Parcel 29.00 (0.96 acre)

The property is presently undeveloped. A written petition requesting annexation has been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City boundary to the south.

The annexation request is to bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision, which is located immediately to the south, into the City limit. Upon annexation, this property will have an interim RS-15 zoning designation. The plan of services for the study area is included in the agenda packet. No potential issues with service delivery were identified in the plan of services.

The 0.96-acre study area is part of a 300-acre parcel of which the balance of approximately 299 acres will remain in the unincorporated Rutherford County. Staff recommends as a condition of approval that the 0.96 acre for the stormwater facility be included as a part of the Glenview Farms Section 4 final subdivision plat.

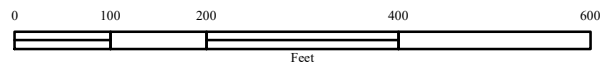
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



### Annexation Request for Property Along Indian Park Drive



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GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

**WRITTEN CONSENT  
TO 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 consent(s) to the annexation of 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. Glen T. Hutchinson

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

Signature: Glen Hutchinson Status: Owner Date: 3-28-18

550 Hutchinson Ln,  
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





March 29, 2018

Mr. Gary Whitaker Planning Director  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Annexation Request for property located at Tax Map 113 and Parcel 29.

Dear Mr. Whitaker:

On behalf of our client, Glen Hutchinson, we hereby request the annexation of property located at Tax Map 113, and Parcel 29, consisting of .96 acres adjacent to the Glenview Section 4 residential subdivision. The subject property is currently in the County and is serving as a detention area for the above mention subdivision which is the city of Murfreesboro. This request will allow the detention area to be brought into the City as directed by the City planning staff.

Thank you for considering our request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENGINEERING, INC.



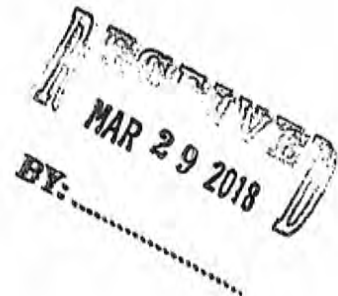
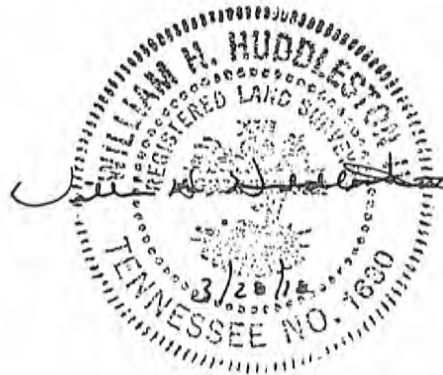
Property Description  
Glenview Farms, Section IV  
Tax Map 113, Part of Parcel 29  
Record Book 1496, Page 2932

Located in the 11th Civil District of Rutherford County, Tennessee. Bound on the north, east and west by the remaining property of Glen Thomas Hutchinson (Record Book 1496, Page 2932); and on the south by Glenview Farms, Section 2 (Plat Book 30, Page 187) and Planned Glenview Farms, Section 4.

**Beginning** at a point in the northwest corner of Lot 64, Glenview Farms, Section III (Plat Book 38, Page 193) said point being the southeast corner of this tract; thence with the north line of Glenview Farms, Section 2, N82°38'37"W, 557.02 feet to a point; thence with the north line of Planned Glenview Farms, Section 4, N82°38'13"W, 68.98 feet to a point, being the southwest corner of this tract; thence into the property of Glen Thomas Hutchinson, N61°33'20"E, 51.28 feet to a point; thence continuing into said property, thence S82°38'13"E, 300.05 feet to a point; thence N07°21'47"E, 116.95 feet to a point; thence S82°38'13"E, 202.09 feet to a point; thence S07°21'47"W, 116.95 feet to a point; thence S82°38'13"E, 81.53 feet to a point; thence S05°55'49"W, 29.94 feet to the point of beginning, containing 0.96 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129

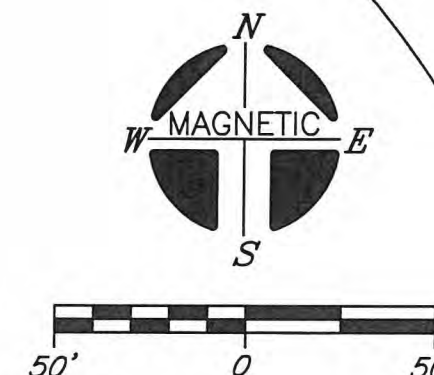


GLEN THOMAS HUTCHINSON  
REC.BK.1496/2932

DEVELOPER: GLEN HUTCHINSON  
ADDRESS: 550 HUTCHINSON LANE  
MURFREESBORO, TN 37128

TAX MAP: 113 PART OF PARCEL: 29

ANNEXATION  
EXHIBIT FOR  
GLENVIEW FARMS,  
SECTION IV  
41,762 S.F.±  
0.96 Ac.±

[illegible]

RECEIVED  
MAR 29 2018

**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG INDIAN PARK DRIVE  
NORTH OF THE GLENVIEW FARMS SUBDIVISION  
INCLUDING PLAN OF SERVICES  
(FILE 2018-503)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
May 2, 2018**





### Annexation Request for Property Along Indian Park Drive



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GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# INTRODUCTION

## **OVERVIEW**

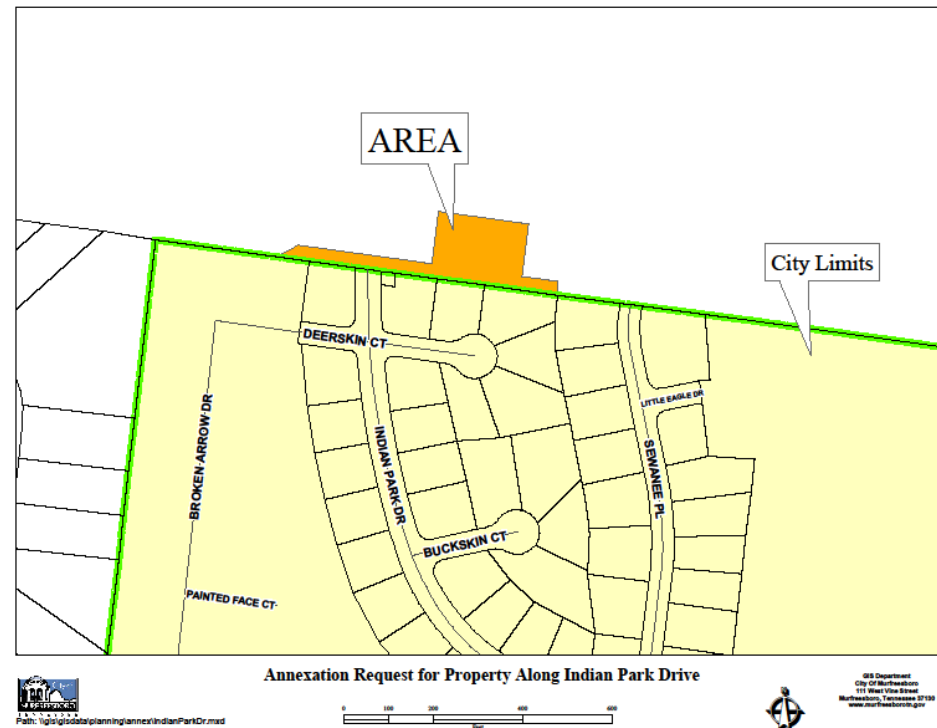
The property owner, Mr. Glen Hutchinson, has submitted a petition requesting a portion of his property to be annexed by the City of Murfreesboro. There is no companion zoning change with the annexation. The annexation is to bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision, which is located immediately to the south, into the City limits.

The subject property is located north of the Glenview Farms Subdivision and north of the terminus of Indian Park Drive. The request is for a 0.96-acre portion of an approximately 300-acre parcel.

The total study area is 0.96 acre:

- Tax Map 113, Parcel 29.00 (0.96 acre)

The study area lies within the City of Murfreesboro's Urban Growth Boundary.



## **CITY ZONING**

The proposed annexation will bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision into the City limits. Due to the nature of the use, there is no requested rezoning. The study area is currently zoned RM (Residential Medium Density) in the unincorporated County. Per the Zoning Ordinance, without a companion zoning request, the study area will be given an interim zoning classification of RS-15 (Residential Single-Family 15) upon annexation.

The study area is contiguous with the existing City limits to the south, developed with the Glenview Farms Subdivision, zoned RS-12. The remainder of the subject parcel, located to the north, east and west, is located in unincorporated Rutherford County and is zoned RM.



## PRESENT AND SURROUNDING LAND USE

The study area is undeveloped, agricultural land. Surrounding land uses include:

- Single family residential, as shown in yellow, to the south.
- Agricultural



## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2018 will be due on December 31, 2019. 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 \$1.2066/\$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 with a residential assessment rate. The amounts below are estimated as a percentage of the appraisal and assessment of the overall tract.

***Table I***  
***Estimated Taxes from Site***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Mr. Glen Hutchinson	0.96	\$1,821.61	\$0	\$455.40	\$5.49

## **PLAN OF SERVICES**

## **POLICE PROTECTION**

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

This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #7B.

## **STREETS AND ACCESS**

The annexation study area has access to Indian Park Drive. No additional public roadways are included in the study area. If any future public roadway facilities to serve the study area are needed, these must be constructed to City standards.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Indian Park Drive. No new roadway facilities are proposed at this time. No changes to existing traffic conditions are anticipated with this annexation.



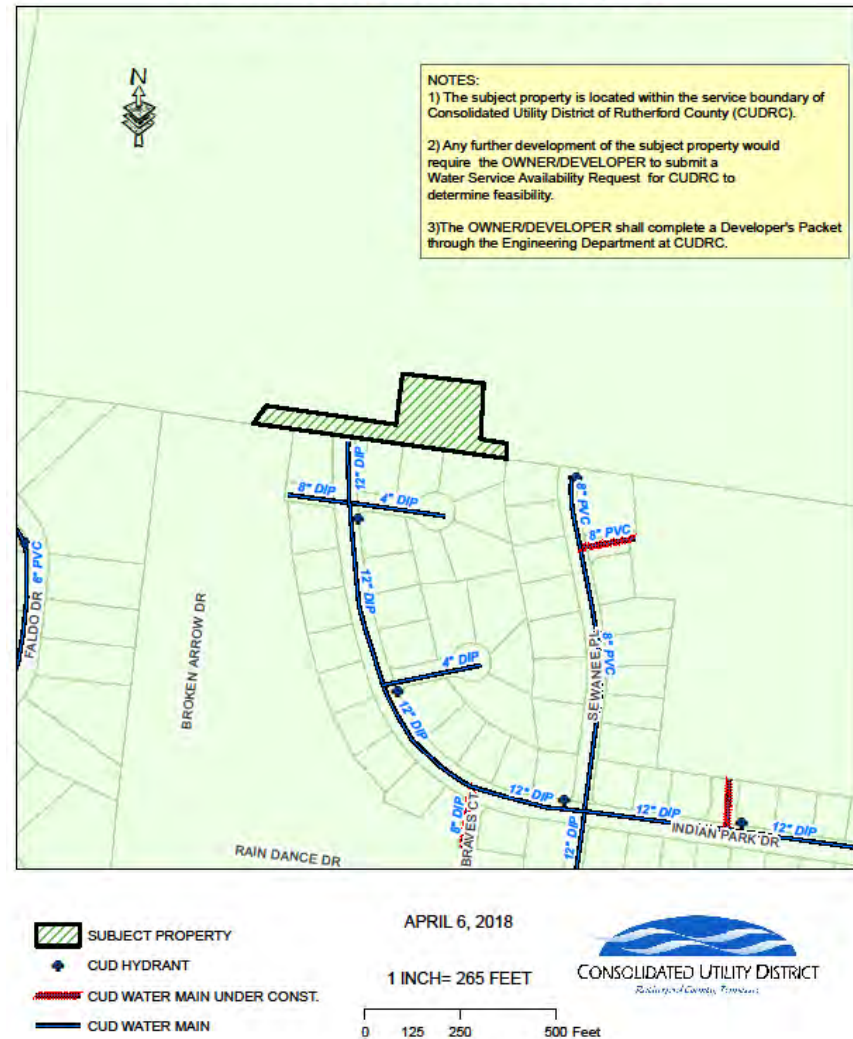
## **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. CUDRC presently maintains a 12-inch ductile iron pipe on the south side of the property, at the terminus of Indian Park Drive. For any new development on the property, the developer will need to submit a Water Service Availability Request to CUDRC to determine if water demands can be met at this location. Also, the developer of the property will be required to complete CUDRC's Developer Packet through the CUDRC Engineering Department to determine feasibility prior to entering the construction phase. The existing CUDRC water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

## **SANITARY SEWER SERVICE**

Per the Murfreesboro Water Resources Department current definition of "available", public sanitary sewer is available to the property requesting annexation. However, the property would not need sewer service since its intended use is a stormwater detention area.

### **Indian Park Drive Annexation Request**



## FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). MFRD will provide fire protection with as well as medical first responder service. The annexation will bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision into the City limits.

The closest fire station to the subject property is Fire Station #2, located at 2880 Runnymede Drive, approximately 1.5 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



### **SOLID WASTE COLLECTION**

If developed with residential units, the City would provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. However, because the property will be used for a stormwater facility, no service needs are anticipated for the study area.

### **ELECTRIC SERVICE**

The study area is located within the Murfreesboro Electric Department (MED) service boundary, and will serve the property. Any new electrical infrastructure installed will be required to adhere to MED standards.

### **STREET LIGHTING**

MED currently has facilities and provides street lighting along Indian Park Drive.

### **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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. If this property was developed residentially, it would be zoned for Cason Lane Elementary School. However, because the property will be used for a stormwater facility, no additional student population is anticipated.

### **RECREATION**

Because the property will be used for a stormwater facility, no recreational services would be needed. If it were to be developed residentially, however, Murfreesboro's Parks and Recreation facilities would be immediately available to residents of the study area upon the effective date of annexation. 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.

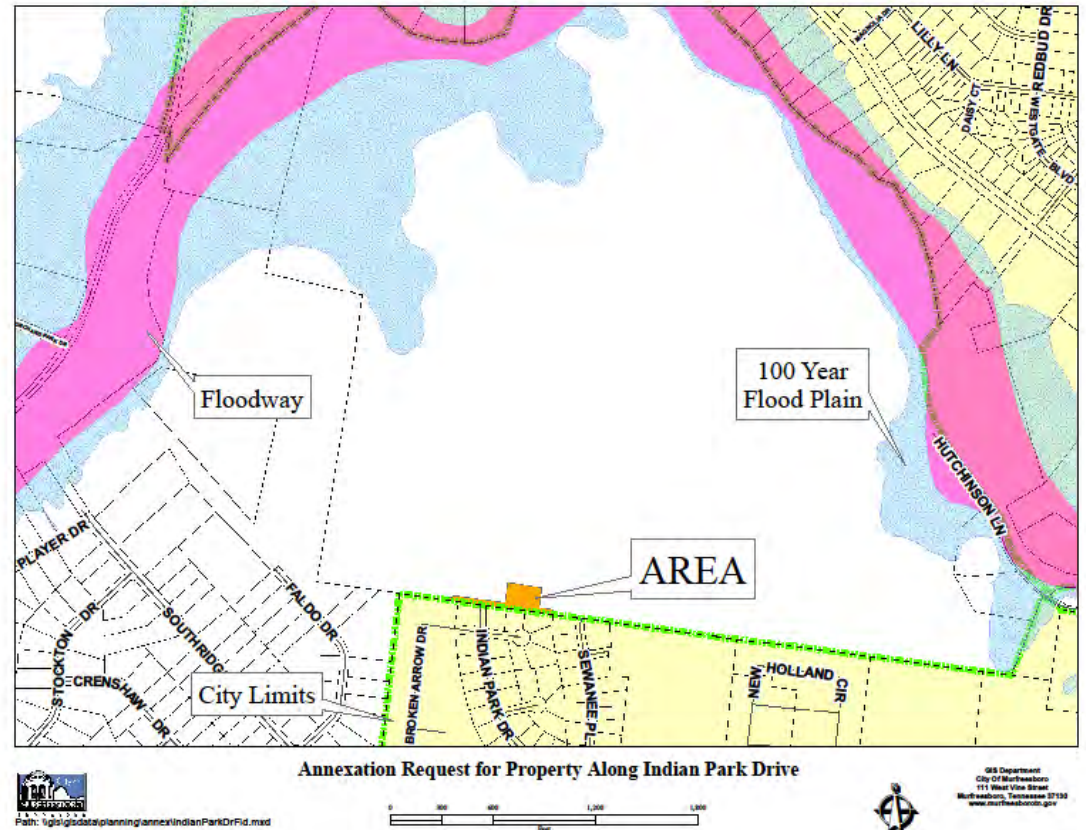
### **BUILDING AND CODES**

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.

## FLOODWAY

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

The exhibit depicts the floodway boundary in purple and the 100-year floodplain boundary in blue.





## **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, 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.

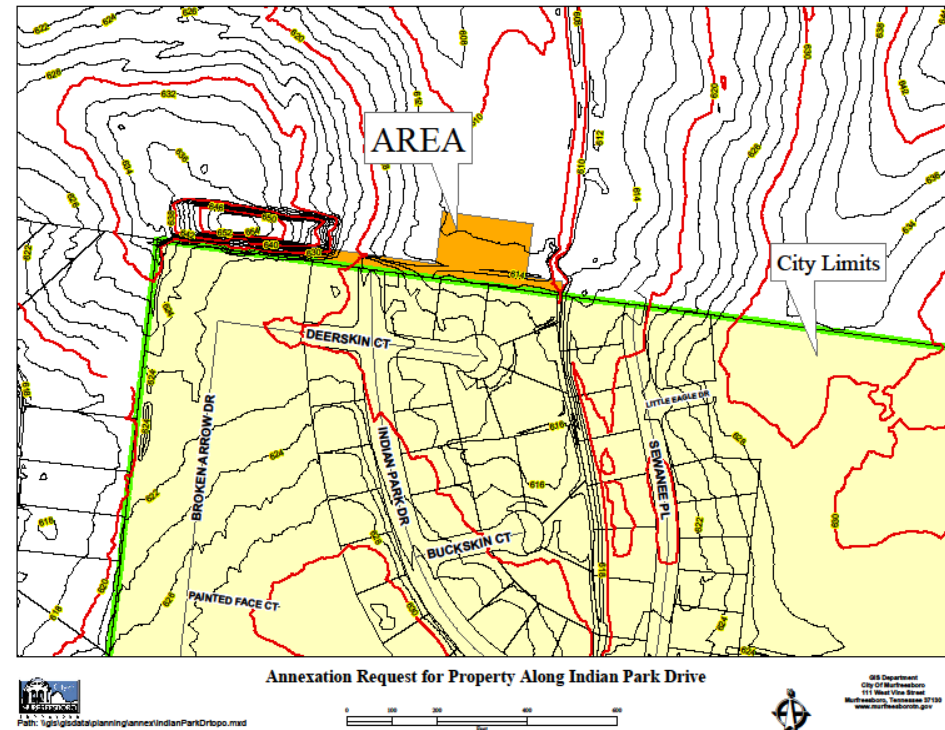
## **STORMWATER MANAGEMENT**

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area.

Currently, there are no public drainage facilities in the proposed study area. The development plan for this land will contain a public drainage ditch and detention pond for the Glenview Farms development.

Regarding regional drainage conditions, the study area drains overland to the Middle Fork of the Stones River. Currently, there is no mapped 100-year flood plain on the study area.

With the proposed development plan, this property will not generate any stormwater utility fees.



### **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.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

building footprint to parcel." The RS- 6 zone is generally consistent with the *Auto-Urban (General) Residential* land use character. Under ideal circumstances, the RS-6 zone might yield up to 5-6 dwelling units per acre, which is within the recommended density. However, because of the wetlands, the proposed density shown on the concept plan is approximately three (3) dwelling units per acre, which is slightly less than the recommended density.

Mr. Matt Taylor and Mr. Harry Minge were in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Mr. Eddie Smotherman made a motion to approve, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Annexation plan of services and annexation petition [2018-503] for approximately 0.96 acres located along Indian Park Drive, Glen Hutchinson applicant.** Mr. Matthew Blomeley began by describing the subject property located along the north side of the Glenview Farms Subdivision, north of the terminus of Indian Park Drive. The property has an area of 0.96 acre and includes a portion of one parcel:

- Tax Map 113, Parcel 29.00 (0.96 acre)

The property is presently undeveloped. A written petition requesting annexation had been filed with the City by the property owner. The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City boundary to the south.

The annexation request is to bring the proposed stormwater facility for Section 4, of the Glenview Farms Subdivision, which is located immediately to the south, into the City limit. Upon annexation, this property would have an interim RS-15 zoning designation. The



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

plan of services for the study area had been included in the agenda packet. No potential issues with service delivery were identified in the plan of services.

The 0.96-acre study area is part of a 300-acre parcel of which the balance of approximately 299 acres would remain in the unincorporated Rutherford County. Staff recommends as a condition of approval that the 0.96 acre for the stormwater facility be included as a part of the Glenview Farms Section 4 final subdivision plat.

Mr. Clyde Rountree was in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Ms. Kathy Jones made a motion to approve the annexation plan of services and annexation petition, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.**

**Zoning application [2018-410] for approximately 4.73 acres located at 2615 South Rutherford Boulevard to amend the Rutherford Boulevard Self-Storage PCD, Eco-Site applicant.** Mr. Donald Anthony began by describing the subject property located along the west side of South Rutherford Boulevard, south of Haven Drive. The property has an area of approximately 4.73 acres and is identified by the Rutherford County Assessor as Tax Map 103K, Group E, Parcel 4.00. A multi-structure self-service storage facility currently occupies the site.

## **Previously-Approved Zoning for Subject Property**

In 2002, the City Council approved PCD zoning on the subject property to allow a 77,990-square foot self-service storage facility. In 2005, the PCD was amended to allow an increase in floor area to 95,000 square feet.



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

**3.f. Zoning application [2018-410] for approximately 4.73 acres located at 2615 South Rutherford Boulevard to amend the Rutherford Boulevard Self-Storage PCD, Eco-Site applicant.**

The subject property is located along the west side of South Rutherford Boulevard, south of Haven Drive. The property has an area of approximately 4.73 acres and is identified by the Rutherford County Assessor as Tax Map 103K, Group E, Parcel 4.00. A multi-structure self-service storage facility currently occupies the site.

**Previously-Approved Zoning for Subject Property**

In 2002, the City Council approved PCD zoning on the subject property to allow a 77,990-square foot self-service storage facility. In 2005, the PCD was amended to allow an increase in floor area to 95,000 square feet.

**Request for PCD Amendment**

The applicant wishes to amend the PCD for a second time to allow a telecommunication tower (monopole) on the subject property. The proposed monopole and associated ground structures would be located near the center of the subject property and would occupy approximately 1,235 square feet of the site. The proposed monopole would have a height of 160 feet including appurtenances. Up to three ground structures could be located alongside the monopole. A site plan submitted by the applicant shows a 64-square foot T-Mobile equipment structure and two “future lease areas” for additional equipment structures.

The proposed monopole and ground structures would be enclosed by a wood fence with a height of eight feet. The fence would be topped with three rows of barbed wire and would include a locked gate. A landscaping exhibit provided by the applicant shows four Leyland Cypress trees along the east side of the site; the trees would limit visibility of the fence and ground structure(s) from the South Rutherford Boulevard right-of-way.

Aerial photography indicates that there are presently seven parking spaces for the self-service storage facility. Chart 4 of the *Murfreesboro Zoning Ordinance* indicates that five spaces are required on the site. Per materials provided by the

applicant, all parking spaces displaced by the proposed monopole will be relocated elsewhere on the site.

## **Adjacent Zoning and Land Use**

Adjacent zoning includes: RM-12 on the north; CH on the east; PRD on the south; and RS-8 and RS-10 on the west. Adjacent land uses include: a parking lot for a nearby multi-family residential development on the north; vacant property on the east; the Chandler Place single-family residential subdivision on the south; and the Highland Park and Rogers Estates single-family residential subdivisions on the west.

## **Additional Requirements**

Per Section 31(E) of the *Murfreesboro Zoning Ordinance*, certain standards shall be satisfied prior to any site plan approval. If the rezoning is approved, staff will work with the applicant prior to site plan submittal to ensure that these standards are satisfied.

*Setback and Fall Zone.* The proposed monopole would be situated on property that lies adjacent to a single-family residential dwelling unit on the west. Per documentation provided by the applicant, the monopole would be set back 78 feet from the western property line. Prior to any site plan approval, the applicant will be required to provide evidence that the monopole's fall zone would be self-contained.

*Fencing.* As previously noted, the applicant proposes an eight-foot fence with locked gate. Staff will work with the applicant during site plan review to ensure that the fence adequately secures the monopole and ground equipment.

*Landscaping.* Planning and Urban Environmental staff will review proposed plant materials during site plan review to ensure that the materials provide proper screening of the fence and all enclosed ground equipment.

*FAA Approval.* Prior to site plan approval, Planning staff will require the applicant to provide documentation from the Federal Aviation Administration (FAA) that the height of the tower will not interfere with local air operations.

*Tower Lighting.* In the supporting materials for the rezoning request, the applicant indicates that neither the FAA nor the Federal Communications Commission (FCC) require any lighting on the monopole. A lighting plan and photometric plot will be required during the site plan review process.

*Shared Use.* The applicant is required to accommodate collocation for at least three antennae. The site layout included in the application packet shows ground lease space for three providers.

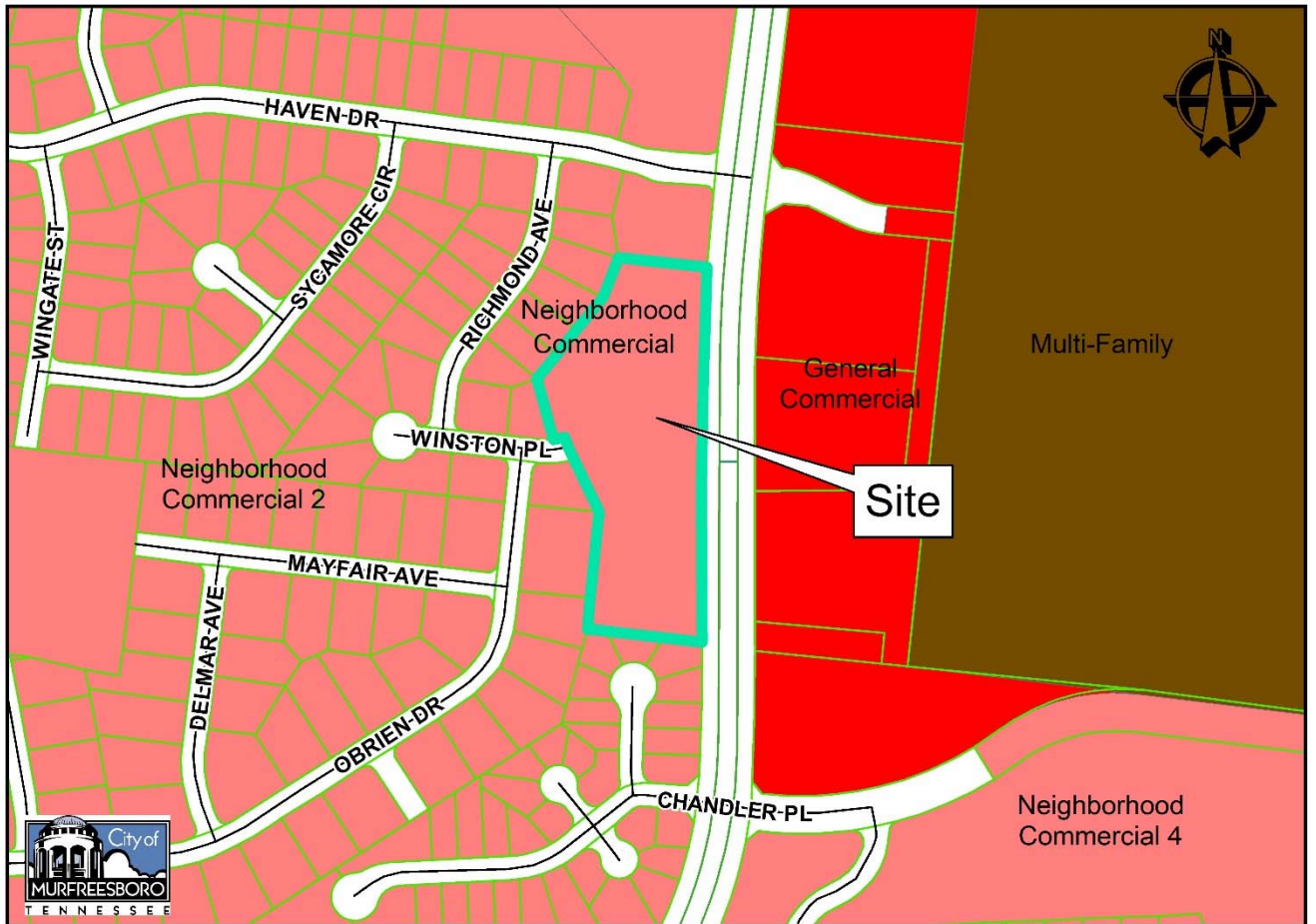
## **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that Neighborhood Commercial is the most appropriate land use for the subject property. The Neighborhood Commercial designation corresponds to the CL, CF, CM-R, CM, and CM-RS-8 zoning districts. Specific guidelines for Neighborhood Commercial include a floor area ratio (FAR) of up to 0.50, height of up to two stories, and screening of parking areas. The applicant's rezoning request is not consistent with the Land Use Plan's recommendation. The applicant should discuss this inconsistency with the Planning Commission and explain how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

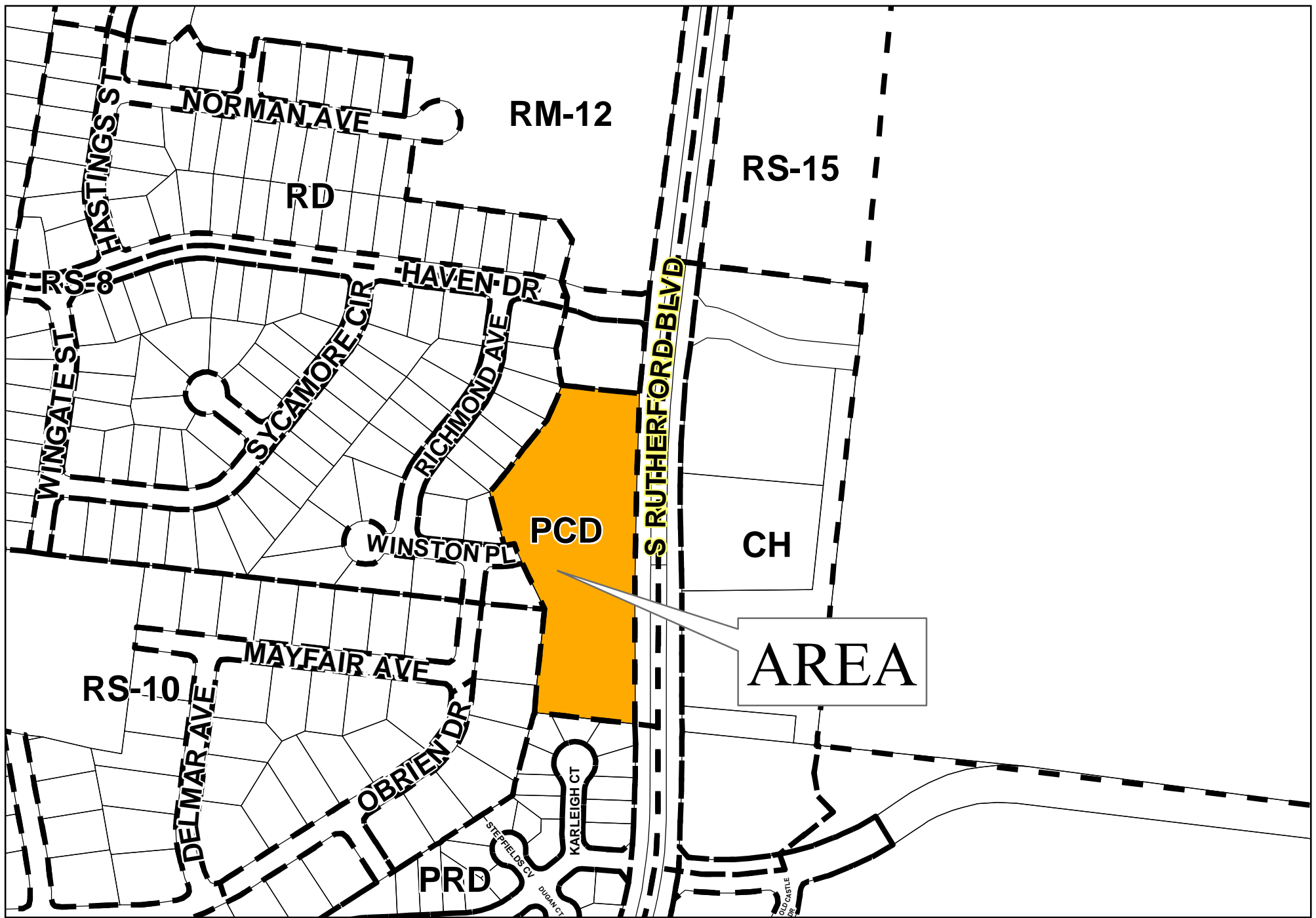
## **Public Hearing**

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing and then formulate a recommendation to the City Council.

## Murfreesboro 2035 – Future Land Use Map



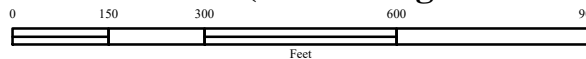




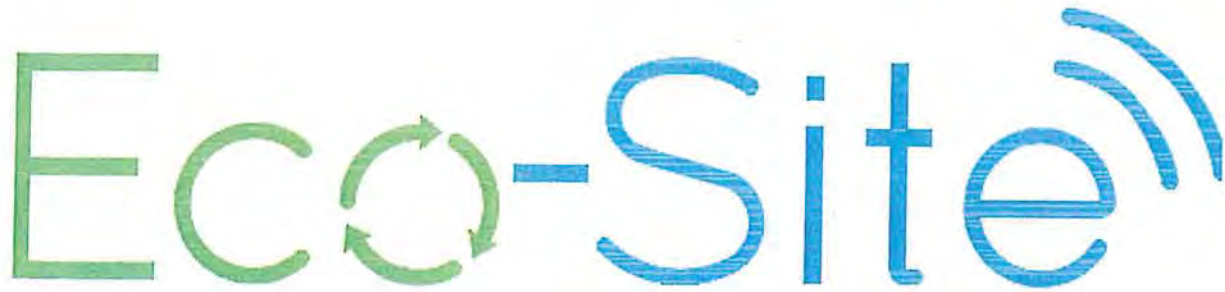
**Zoning Request for Property Along South Rutherford Boulevard**  
**PCD Amendment (The Storage House PCD)**



Path: G:\planning\rezon\SRutherfordPCDAmend.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



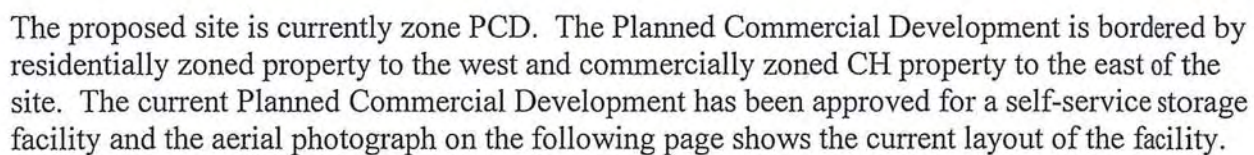
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

**TN-0016 / CAROLYN COURT**  
**T-MOBILE / 9NV0856B**  
**SITE ADDRESS**

(E911 ADDRESS: TBD)  
2615 S. RUTHERFORD BLVD  
MURFREESBORO, TN, 37130  
RUTHERFORD COUNTY  
LATITUDE: 35° 49' 30.96" (35.825267) N  
LONGITUDE: 86° 21' 03.88" (86.351078) W  
TAX/PIN #: 103K E 00400  
ZONING: PCD (PLANNED COMMERCIAL  
DEVELOPMENT)

Amendment to  
ASI Storage Properties LLC PUD









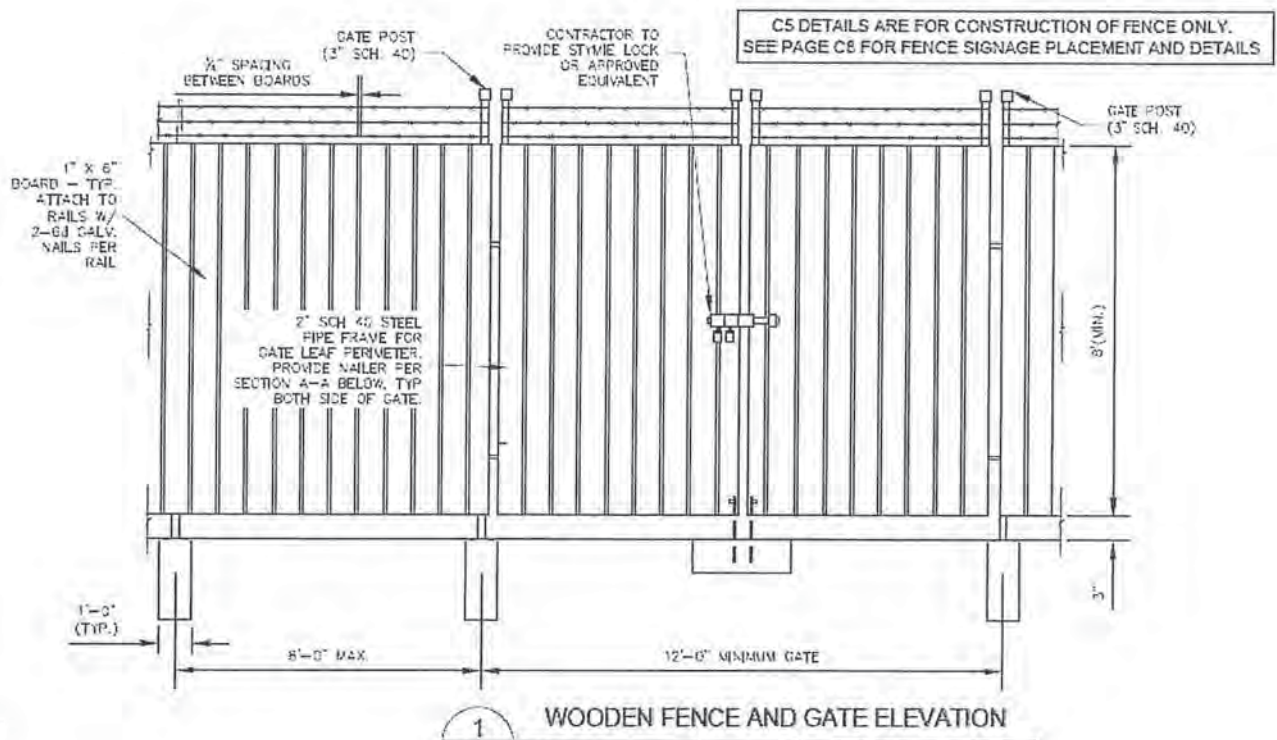
Eco-Site respectfully requests an amendment to the existing PCD (Planned Commercial Development) to allow the installation and use of a new 160 foot tall monopole wireless communications tower to be constructed on the property. The proposed tower is 155 feet tall with a 5 foot lightning rod for an overall height of 160 feet and will be located in the center of the property. At this 160 foot height, neither the Federal Aviation Authority (FAA) nor the Federal Communications Commission (FCC) do not require this tower to be lighted. Eco-Site does not propose to light the tower. This lack of exterior lighting will decrease the visual impact of the tower during nighttime hours.



The overall lease area will occupy a very small area of the existing site and is proposed to be 1,235 square feet in total area. This lease area space will allow up to two additional carriers to collocate their antenna on the proposed tower. The site plan below demonstrates the proposed location of the lease area. [site plan showing new parking] In order to accommodate this proposed tower development, the existing 5 parking spaces will be relocated elsewhere on the property. This will result in no net change to the existing parking count for the property.

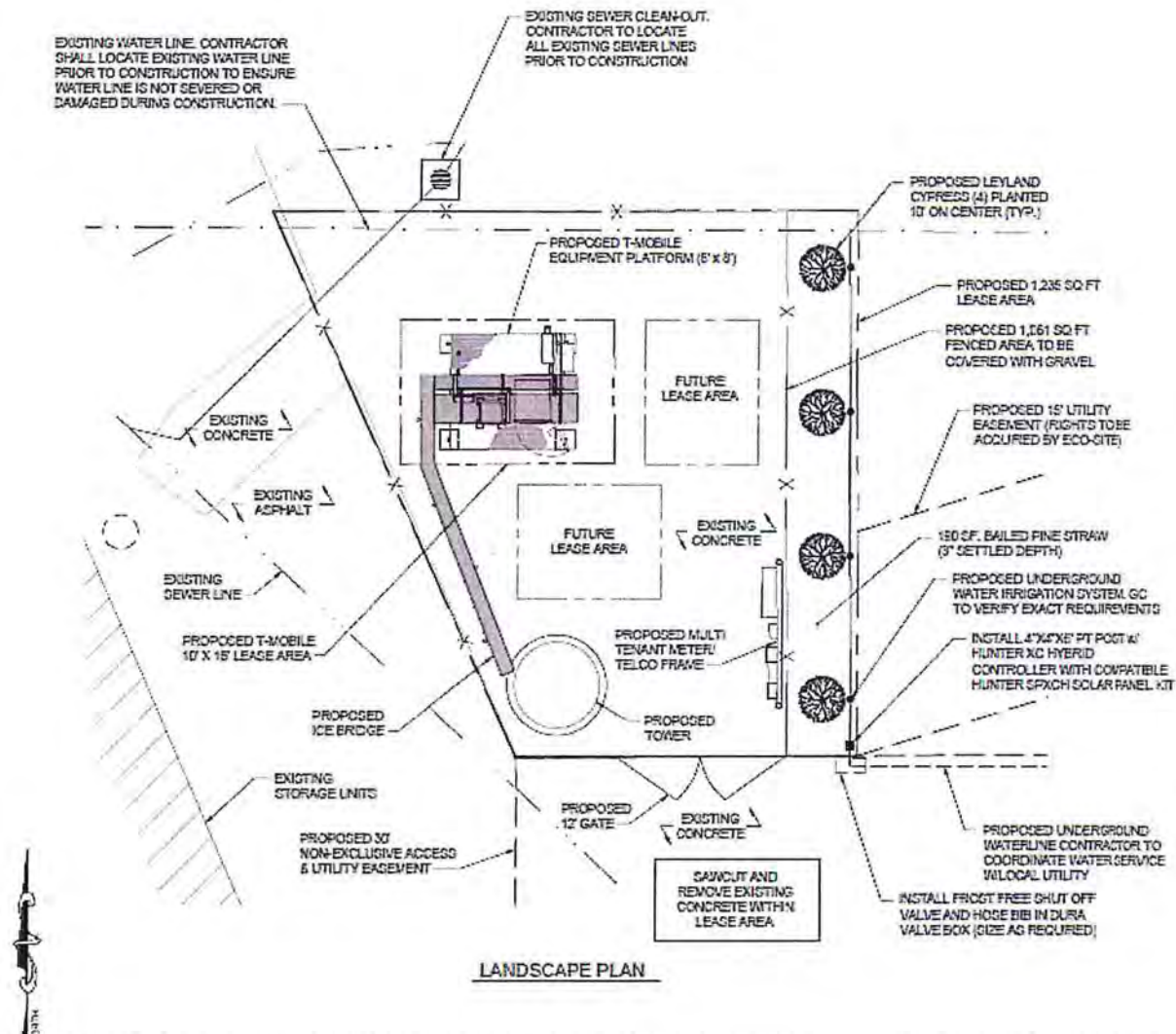
### **Proposed Fencing**

The tower and the accompanying equipment area will be surrounded by an eight (8) foot tall wooden privacy fence to screen the equipment area from view.



## Proposed Landscaping

To further screen the equipment area, Eco-Site proposes to install evergreen landscaping along the eastern portion of the lease area with four Leyland Cypress trees spaced on 10 foot centers.



At maturity, these trees will form a continuous evergreen screen and will screen the equipment area from view from the entrance into the site as well as from view of motoring traffic along South Rutherford Boulevard. Leyland Cypress are very fast growing trees and The Leyland cypress grows to a height of 60–70' and a spread of 15–25' at maturity. An example photograph of a Leyland Cypress is included below:





### **Development Standards**

Below are the development standards for this wireless telecommunications installation:

- Installation of a 160 foot tall monopole wireless telecommunications tower with space for two additional carriers to collocate.
- Installation of an eight (8) foot tall solid wooden fence around the entire perimeter of the leased area.
- Fenced area shall be locked at all times when the equipment area is not occupied.
- Installation of four (4) Leyland Cypress trees 10 feet on center at least six (6) feet tall at installation which, at maturity, will create an evergreen screen of the site from view of the entrance of the site
- Relocation of five (5) parking spaces within the existing development to locations as depicted on page C1 of the accompanying drawings.
- Tower shall be setback 78 feet 4inches from the nearest property line.
- The proposed tower shall provide documentation to the Codes Department of an engineered fall zone which will certify that, in the unlikely event of a tower failure, the

proposed tower will collapse upon itself and will remain completely within the leased area.

- All applicable Federal laws regarding the operation and use of the proposed tower will be met.

#### **Exceptions from Zoning Ordinance**

The applicant in this is seeking only one exception from the zoning ordinance is an exception from the maximum allowable height of 75 feet. The applicant shall comply with all other provisions of Section 31 *Wireless Telecommunications Towers and Antennas*.





240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

## TN-0016 / CAROLYN COURT T-MOBILE / 9NV0856B SITE ADDRESS

(E911 ADDRESS: TBD)

2615 S. RUTHERFORD BLVD  
MURFREESBORO, TN, 37130  
RUTHERFORD COUNTY

LATITUDE: 35° 49' 30.96" (35.825267) N  
LONGITUDE: 86° 21' 03.88" (86.351078) W  
TAX/PIN #: 103K E 00400  
ZONING: PCD (PLANNED COMMERCIAL  
DEVELOPMENT)



Know what's below.  
Call before you dig.



**VICINITY MAP**

FROM: 11509 COMMONWEALTH DRIVE SUITE 9  
LOUISVILLE, KY 40299

GET ON I-64 FROM BLANKENBAKER PKWY 1.0 MI

FOLLOW I-65 S AND I-24 E TO US-231 N/S  
CHURCH ST IN MURFREESBORO. 213 MI

TAKE EXIT 81B FROM I-24 E

TAKE S RUTHERFORD BLVD WINSTON PL 3.7 MI

DRIVING DIRECTIONS

**MUNICIPALITY:**  
CITY OF MURFREESBORO

**STATE:**  
TENNESSEE

**TOWER TYPE:**  
MONOPOLE

**TOWER HEIGHT:**  
155' (160' TO HIGHEST APPURTENANCE)

**NUMBER OF CARRIERS:**  
0 EXISTING, 1 PROPOSED

**USE:**  
PROPOSED TELECOMMUNICATIONS TOWER  
AND UNMANNED EQUIPMENT

**CONSULTANT**  
TOWERSOURCE  
1875 OLD ALABAMA ROAD,  
ROSWELL, GA 30076  
PHONE: (678)-990-2338  
ATTN.: DENISE R. SKULLY, P.E.

PROJECT SUMMARY

**DEVELOPER**  
ECO-SITE  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707  
PHONE: (919) 636-6810  
GATE CODE: 6120

**POWER COMPANY**  
MURFREESBORO ELECTRIC DEPT.  
PHONE: (615) 486-8002  
ATTN.: JUSTIN STALLINGS

**TELEPHONE COMPANY**  
TBD  
PHONE: TBD  
ATTN.: TBD

**PROPERTY OR TOWER OWNER**  
A STORAGE INN OF NASHVILLE  
109 MURPHY CT  
NASHVILLE, TN 37203  
PHONE: (615) 397-6981  
ATTN.: J. EDMOND FREEMAN JR.

CONTACTS

PER MURFREESBORO PLANNING COMMISSION

NO EXISTING UTILITY OR DRAINAGE EASEMENT ARE IMPACTED  
BY THE PROPOSED CONSTRUCTION.

SITE IS NOT AFFECTED BY THE CITY'S MAJOR  
THOROUGHFARE PLAN.

AN UNKEMPT SITE WILL NOT BE PERMITTED BY CITY STAFF.  
NO DEBRIS IS TO BE STORED ON SITE. ALL DEBRIS TO BE  
HAULED OFF DAILY.

DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL  
PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF  
MURFREESBORO DATES ON WHICH OPEN TRENCHING WILL BE  
AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT,  
PEDESTALS OR VAULTS, AND LATERALS REFERRED TO AS  
"EQUIPMENT" TO BE PROVIDED AT EACH SUCH PROVIDER'S  
EXPENSE.

### FLOOD PLAIN NOTE

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL  
FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL # 47149C0280H,  
DATED JANUARY 05, 2007. SITE IS LOCATED IN FLOOD ZONE "X".

SHEET	DESCRIPTION	REV.
T1	COVER SHEET	0
---	SITE SURVEY	---
GN1	GENERAL NOTES	0
C1	OVERALL SITE PLAN	0
C1.1	PARKING SITE PLAN	0
C2	SITE PLAN	0
C3	EQUIPMENT LAYOUT	0
C4	CHAIR MOUNT DETAILS	0
C5	FENCE, GATE, AND COMPOUND DETAILS	0
C6	GRADING AND EROSION CONTROL PLAN - PHASE 1	0
C6A	GRADING AND EROSION CONTROL PLAN - PHASE 2	0
C7A	GRADING AND EROSION CONTROL DETAILS	0
C7B	GRADING AND EROSION CONTROL NOTES	0
C8	SITE SIGNAGE DETAILS	0
C9	DETAILS	0
C10	TOWER ELEVATION	0
C11	ANTENNA PLAN	0
L1	LANDSCAPE PLAN	0
E1A	BASIC SERVICE ROUTING PLAN	0
E1B	POWER COORDINATION PLAN	0
E2A	GROUNDING PLAN	0
E2B	EQUIPMENT GROUNDING PLAN	0
E3A	ECO-SITE SINGLE-LINE DIAGRAM	0
E3B	T-MOBILE SINGLE-LINE DIAGRAM	0
E4	ELECTRICAL NOTES	0
E5	ELECTRICAL DETAILS	0
E6	GROUNDING DETAILS	0
E7	H-FRAME DETAIL	0
E8	T-MOBILE UTILITY STAND	0

### SHEET INDEX

**CITY OF MURFREESBORO**  
111 WEST VINE STREET  
MURFREESBORO, TN 37130  
PHONE: (615) 893-6441  
ATTN.: KEVIN JONES

PERMIT INFORMATION

PREPARED FOR:

**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

**A&E FIRM:**  
**towersource**  
1875 OLD ALABAMA ROAD, SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS  
SET OF DOCUMENTS IS PROPRIETARY  
BY NATURE. ANY USE OR DISCLOSURE  
OTHER THAN THAT WHICH RELATES  
TO THE CLIENT IS STRICTLY PROHIBITED.

ECO SITE NAME:  
**TN-0016  
CAROLYN COURT**

TOWER OWNER:  
**ECO-SITE**

DESIGN TYPE:  
**GREENFIELD**

DRAWN BY: KIA  
CHECKED BY: MEW  
APPROVED BY: DRS

REVISIONS		
REV.	DATE	DESCRIPTION
0	03/27/18	ISSUED FOR ZONING



SHEET TITLE:  
**COVER SHEET**

SHEET #  
**T-1**

REVISION:  
**0**





### GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET  
TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS  
DATE OF SURVEY: 08/23/17  
DATUM / PROJ: NAD 83/2011 UTM/1000000  
PUBLISHED / FIXED CONTROL USE: N/A  
DEAD MODEL: 128  
COMBINED GRID FACTORS: 0.99994841



- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PP POINT OF PERMANENT
  - UP UTILITY POLE
  - LP LIGHT POLE
  - FP FIRE HYDRANT
  - EP EASE OF PERMANENT
  - BC BACK OF CURB
  - OU OVERHEAD UTILITY
  - RC REINFORCED CONCRETE PIPE
  - TR TRANSFORMER
  - WV WATER VALVE
  - WM WATER METER
  - CU CULVERT
  - NF NOW OR FORMERLY
  - POB POINT OF BEGINNING
  - S.S.L. BUILDING SETBACK LINE

GRAPHIC SCALE IN FEET  
SCALE: 1" = 150'

### SUBJECT PROPERTY

OWNER: A STORAGE INN OF NASHVILLE, A TENNESSEE GENERAL PARTNERSHIP  
SITE ADDRESS: 2615 S. RUTHERFORD BLVD, MURFREESBORO, TN 37130  
PARCEL ID: 103K E 00400  
AREA: 4.73 ACRES (PER TAX ASSESSOR)  
ZONED: TCO  
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS  
REFERENCE: RECORD BOOK 1039 PAGE 1600

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO ECO-SITE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

CHARLES L. WELLS  
PROFESSIONAL LAND SURVEYOR / 3784

	N/F	PARCEL #	ZONED	REFERENCE
1	TINNY REIV NOVEMBER, LLC	103K E 00200	RD	RB 1135 PG 2264
2	ANDREW A. DICK	103K D 00700	RS-8	RB 1334 PG 1562
3	REBECCA J. MULLINS	103K D 00600	RS-8	RB 1472 PG 2365
4	MARY F. BRYSON	103K D 00500	RS-8	RB 271 PG 415
5	KATHERINE C. DOWELL	103K D 00400	RS-8	RB 456 PG 394
6	KENNETH HALL, DIANA R. CARTER, ETAL	103K D 00100	RS-8	RB 715 PG 2632
7	DON SMITH & CYNTHIA SMITH	103N A 01900	RS-8	RB 617 PG 643
8	TOU CINEVATHANA	103N A 01800	RS-8	RB 442 PG 522
9	JUDY A. JONES EXECUTOR, ETAL	103N A 01600	RS-8	RB 786 PG 2461
10	TARYN AZELSKI	103N B 02900	PRD	RB 1076 PG 2071
11	VICKY L. FIGUEROA	103N B 03000	PRD	RB 1056 PG 2517
12	RACHEL M. PIGG	103N B 03100	PRD	RB 928 PG 2258

### TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF 08/23/2017 AT 7:00 AM, BEING COMMITMENT NO. 01-17065221-01T, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

01. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS AS SHOWN ON THE PLAT OF SECTION IV COUNTRY MEADOWS, AS RECORDED IN PLAT BOOK 17, PAGE 23 OF RUTHERFORD COUNTY RECORDS.

(THIS ITEM AFFECTS THE SUBJECT PROPERTY, LEASE AREA, & ACCESS EASEMENT. PLOTTABLE ITEMS ARE SHOWN HEREON.)

02. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS HEREOF:

AMOUNT: \$16,350,000.00  
TRUSTOR: ASI STORAGE PROPERTIES, LLC  
TRUSTEE: OLD REPUBLIC TITLE COMPANY OF TENNESSEE  
BENEFICIARY: WELLS FARGO BANK, NATIONAL ASSOCIATION  
DATED: 04/26/2017  
RECORDED: 04/26/2017  
DOCUMENT PAGE: 156/3821  
NOTE: BY INSTRUMENT DATED 07/20/2017 AS BOOK 1591, PAGE 1623 OF RUTHERFORD COUNTY RECORDS, THE ABOVE SECURITY INSTRUMENT WAS ASSIGNED UNTO WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF BANK 2017 BANKS, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017 BANKS.

(THIS ITEM AFFECTS THE SUBJECT PROPERTY, LEASE AREA, & ACCESS EASEMENT.)

### SUBJECT PROPERTY

#### PER TITLE COMMITMENT 01-17065221-01T

SITUATE IN THE COUNTY OF RUTHERFORD, STATE OF TENNESSEE:

PARENT PARCEL:

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF MURFREESBORO, 18TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, BEING LOT NO. 4 ON THE PLAT OF SECTION IV, COUNTRY MEADOWS AS OF RECORD IN PLAT BOOK 17, PAGE 23, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION OF SAID LOT.

TAX ID. NUMBER: 103K-E00400

BEING THE SAME PROPERTY CONVEYED TO A STORAGE INN OF NASHVILLE, A TENNESSEE GENERAL PARTNERSHIP, GRANTEE, FROM THE STORAGE HOUSE, LLC, GRANITOR, BY DEED RECORDED 01/06/2011, AS BOOK 1039, PAGE 1600 OF THE RUTHERFORD COUNTY RECORDS.

(SURVEY NOT VALID WITHOUT SHEET 2 OF 3)



### VICINITY MAP

NOT TO SCALE

### GENERAL NOTES

\* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF ECO-SITE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EVIDENCE OR EVIDENCE IN THE FUTURE TRANSFER OF THE PARENT PARCEL, NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000 FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS NOT ADJUSTED FOR CLOSURE.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEMAX ZENTH 35. DATE OF LAST FIELD VERT: 08-23-17

THE 1" CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 83 DATUM COMPUTED USING GEOID 128B AND HAVE A VERTICAL ACCURACY OF A 5" CONTOURS OUTSIDE THE NAMED DATE SITE AREA ARE APPROXIMATE.

HEADINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) TENNESSEE.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 47145C0208H DATED JANUARY 5, 2007.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION AND AS-BUILT SURVEY PERFORMED BY MIDDLETON STEELE, NAMED "STORAGE HOUSE", DATED DECEMBER 2010. THE SURVEYOR MAKES NO GUARANTEE THAT ANY UNDERGROUND UTILITIES SHOWN COMPARE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

I HEREBY CERTIFY THAT THIS IS A CATEGORY B SURVEY AND THE RATIO OR PRECISION OF THE UNADJUSTED SURVEY IS 1:15,000 AS SHOWN HEREON.



NO.	DATE	REVISION
1	09/23/2017	ADDED TITLE - NRW
2	10/11/2017	DIMENSIONS - NRW
3	10/31/2017	UTILITIES FROM AS-BUILT - NRW
4	02/21/2018	TOWER & LEASE AREA - NRW

**POINT TO POINT LAND SURVEYORS**  
1010 Pennsylvania Avenue  
McDonough, GA 30253  
(p) 678.565.4440 (f) 678.565.4497  
(w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED BY:

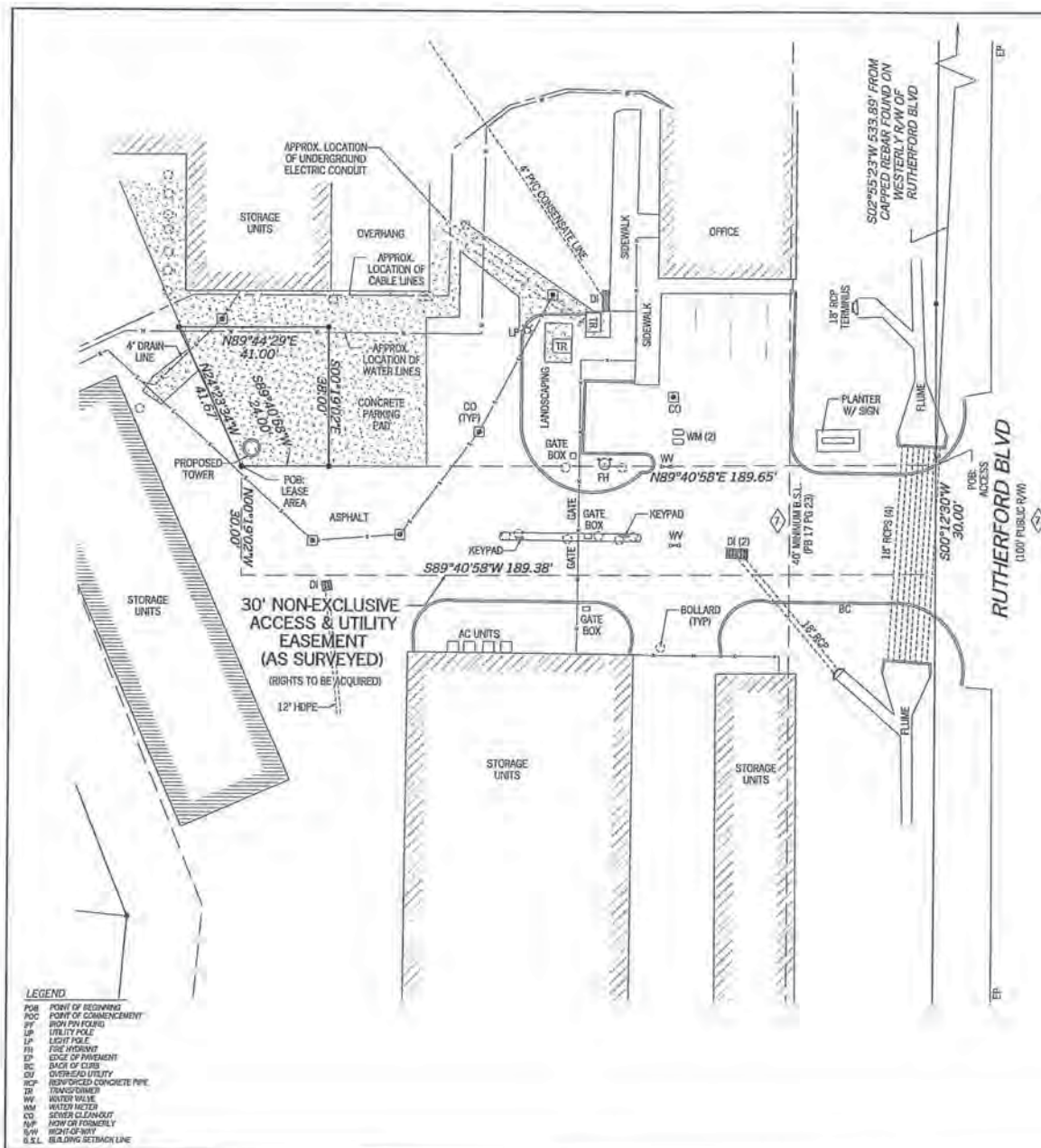
**Eco-Site**  
240 LEIGH FARM ROAD  
SUITE 230  
DURHAM, NC 27707

'CAROLYN LANE TTN-0016'

SITE NO.  
**9NW0856B**  
CITY OF MURFREESBORO,  
18TH CIVIL DISTRICT,  
RUTHERFORD COUNTY, TENNESSEE

DRAWN BY: JSD  
CHECKED BY: JAL  
APPROVED: C. WELLS  
DATE: AUGUST 31, 2017  
P2P JOB #: 6170552  
SHEET: **1**  
OF 2





**LEGEND**

POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 PP IRON PIN FOUND  
 UP UTILITY POLE  
 LP LIGHT POLE  
 FH FIRE HYDRANT  
 EP EDGE OF PAVEMENT  
 BC BACK OF CURB  
 CU OVERHEAD UTILITY  
 RCP REINFORCED CONCRETE PIPE  
 TR TRANSFORMER  
 WV WATER VALVE  
 WM WATER METER  
 CO SEWER CLEANOUT  
 NUP NOW OR FORMERLY  
 RW RIGHT-OF-WAY  
 B.L. BUILDING SETBACK LINE

### SITE INFORMATION

LEASE AREA (AS SURVEYED) = 1,235 SQUARE FEET (0.0284 ACRES)  
 LATITUDE = 35°49'30.76" (NAD 83)  
 LONGITUDE = -86°21'03.92" (NAD 83)  
 AT CENTER LEASE AREA (AS SURVEYED)  
 ELEVATION AT CENTER LEASE AREA (AS SURVEYED) = 641.6' A.M.S.L.



### 30' NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

TOGETHER WITH A 30-FOOT NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT LYING AND BEING IN THE CITY OF MURFREESBORO, 18TH CIVIL DISTRICT, RUTHERFORD COUNTY, TENNESSEE AND BEING A PART OF THE LANDS OWNED BY ASI STORAGE PROPERTIES, LLC AS RECORDED IN RECORD BOOK 1039 PAGE 1600, RUTHERFORD COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CAPPED REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF RUTHERFORD BLVD (HAVING A 100' PUBLIC RIGHT-OF-WAY); THENCE RUNNING ALONG A TIE LINE SOUTH 02°55'23" WEST, 533.89 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 00°12'30" WEST, 30.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 89°40'58" WEST, 189.38 FEET TO A POINT; THENCE, NORTH 00°19'02" WEST, 30.00 FEET TO A POINT; THENCE, NORTH 89°40'58" EAST, 189.65 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.1305 ACRES (5,686 SQUARE FEET), MORE OR LESS.

### LEASE AREA (AS SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF MURFREESBORO, 18TH CIVIL DISTRICT, RUTHERFORD COUNTY, TENNESSEE AND BEING A PART OF THE LANDS OWNED BY ASI STORAGE PROPERTIES, LLC AS RECORDED IN RECORD BOOK 1039 PAGE 1600, RUTHERFORD COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CAPPED REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF RUTHERFORD BLVD (HAVING A 100' PUBLIC RIGHT-OF-WAY); THENCE RUNNING ALONG A TIE LINE SOUTH 02°55'23" WEST, 533.89 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE, SOUTH 00°12'30" WEST, 30.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 89°40'58" WEST, 189.38 FEET TO A POINT; THENCE, NORTH 00°19'02" WEST, 30.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 24°23'34" WEST, 41.67 FEET TO A POINT; THENCE, NORTH 89°44'29" EAST, 41.00 FEET TO A POINT; THENCE, SOUTH 00°19'02" EAST, 38.00 FEET TO A POINT; THENCE, SOUTH 89°40'58" WEST, 24.00 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0284 ACRES (1,235 SQUARE FEET), MORE OR LESS.



(SURVEY NOT VALID WITHOUT SHEET 1 OF 2)



NO.	DATE	REVISION
1	09/21/2017	ADDED TITLE - NRW
2	10/11/2017	DIMENSIONS - NRW
3	10/31/2017	TITLES FROM ASBUILT - NRW
4	02/21/2018	TOWER & LEASE AREA - NRW

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 1010 Pennsylvania Avenue  
 McDonough, GA 30253  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

**Eco-Site**  
 240 LEIGH FARM ROAD  
 SUITE 230  
 DURHAM, NC 27707

\*CAROLYN COURT TN-0016\*

**SITE NO.**  
 9NW0856B  
 CITY OF MURFREESBORO,  
 18TH CIVIL DISTRICT,  
 RUTHERFORD COUNTY, TENNESSEE

DRAWN BY: JSD  
 CHECKED BY: JRL  
 APPROVED: C. INER  
 DATE: AUGUST 31, 2017  
 P2P JOB #: G170652

SHEET:  
**2**  
 OF 2



**GENERAL NOTES:**

- ALL CONSTRUCTION TO COMPLY WITH THE FOLLOWING CODES PLUS LATEST STATE AND LOCAL AMENDMENTS:
  - International Building Code (IBC), 2012 Edition
  - International Fuel Gas Code (IFGC), 2012 Edition
  - International Mechanical Code (IMC), 2012 Edition
  - International Plumbing Code (IPC), 2012 Edition
  - International Property Maintenance Code (IPMC), 2012 Edition
  - International Fire Code (IFC), 2012 Edition
  - International Energy Conservation Code (IECC), 2009 Edition
  - 2008 National Electric Code
- CONTRACTOR IS TO COMPLY WITH THE REQUEST FOR QUOTATION (RFQ) AND CONSTRUCTION SPECIFICATIONS (LATEST REVISION) & BUILDING MANUFACTURER'S DRAWINGS, ALL PREVIOUSLY PROVIDED BY ECO SITE.
- DIMENSIONS TO ALL EXISTING SITE FEATURES SHALL BE FIELD VERIFIED BY THE CONTRACTOR & ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES, PIPES, OR ANY OTHER SUBSURFACE STRUCTURES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITY LOCATING SERVICE 48 HRS PRIOR TO DIGGING, DRILLING, OR BLASTING.
- ECO-SITE'S CONSTRUCTION PROJECT MANAGER OR ECO-SITE'S REPRESENTATIVE SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED WRITTEN APPROVAL OF ECO-SITE'S CONSTRUCTION PROJECT MANAGER OR ECO-SITE'S REPRESENTATIVE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL DRAWINGS & SPECIFICATIONS AND TO COORDINATE HIS WORK WITH THE WORK OF ALL OTHERS TO ENSURE THAT WORK PROGRESSION IS NOT INTERRUPTED.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE PROPERTY OWNER AS TO AVOID ANY INTERRUPTIONS WITH THE PROPERTY OWNER'S OPERATIONS.
- CONTRACTOR SHALL KEEP THE PROJECT SITE FREE FROM ACCUMULATION OF WASTE MATERIALS & RUBBISH AT ALL TIMES DURING THE CONSTRUCTION PERIOD, & SHALL REMOVE ALL WASTE MATERIALS & RUBBISH FROM THE PROJECT SITE AT THE COMPLETION OF WORK, EXCEPT THOSE SPECIFICALLY REQUIRED BY THE CONTRACT DOCUMENTS TO BE LEFT FOR THE OWNER'S MAINTENANCE.
- THE CONTRACTOR SHALL RESTORE ALL PROPERTY TO ITS PRE-CONSTRUCTION CONDITION TO THE OWNER'S SATISFACTION.
- THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY DISTURBED, DAMAGED, OR REMOVAL OF MONUMENTATION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR.
- DAMAGE TO EXISTING STRUCTURES & UTILITIES SHALL BE REPAIRED OR REPLACED TO OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE. MAINTAIN FLOW FOR ALL UTILITIES.
- ALL UTILITY CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY COMPANY PRIOR TO EACH CONNECTION.
- UNLESS OTHERWISE INDICATED, ECO-SITE SHALL OBTAIN & PROVIDE CONSTRUCTION PERMITS. THE CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL REQUIRED LOCAL, CITY, STATE AND/OR COUNTY CONSTRUCTION LICENSES. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL APPLY FOR & PROVIDE A CERTIFICATE OF OCCUPANCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE FOR CONSTRUCTION.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- CONSTRUCTION WASTE MAY NEITHER BE BURNED NOR BURIED AND MUST BE TAKEN TO AN APPROVED LANDFILL.
- SECURITY TO THE SITE SHALL BE MAINTAINED AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR THE CONDITION OF THE EQUIPMENT DURING AND AFTER CONSTRUCTION. THE EQUIPMENT SHALL NOT BE USED FOR STORAGE OF TOOLS, CONSTRUCTION MATERIALS OR EQUIPMENT. CONTRACTOR SHALL ENSURE THE SHELTER IS CLEANED AT CONCLUSION OF CONSTRUCTION.
- FOR GREENFIELD/NEW TOWERS SITES, CONTRACTOR IS RESPONSIBLE FOR ENSURING THE TOWER LIGHTS ARE MONITORED MORNING AND NIGHT EACH 24 HRS FROM THE TIME THE TOWER IS TOPPED OUT UNTIL SITE HAS ALARMS CONNECTED TO THE OPERATIONS SWITCH OR IEC. CONTRACTOR TO NOTIFY PROJECT MANAGER AT THE TIME THE TOWER IS TOPPED OUT TO FORWARD NOTIFICATION TO ECO-SITE REGULATORY AND FCC/FAR.
- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR -	GENERAL CONTRACTOR
SUB-CONTRACTOR -	SUB-CONTRACTOR HIRED BY GENERAL CONTRACTOR.
OWNER -	ECO-SITE
DEM -	ORIGINAL EQUIPMENT MANUFACTURER

**GENERAL NOTES CONTINUED:**

- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL, AN UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONS CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWING PROVIDED WERE DESIGN AND SCALED TO 11x17 FORMAT.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
- CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTORS SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIAL.

**SITE WORK GENERAL NOTES:**

- THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR IS TO POT HOLE UTILITY LOCATES POST MARKING TO VERIFY UTILITY LOCATES ARE CORRECT.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR/SUBCONTRACTOR WHEN EXCAVATION OR DRILLING PIERS AROUND OR NEAR UTILITIES.
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
- THE OWNER SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE (TO BE INSTALLED BY CONTRACTOR).
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE PROJECT SPECIFICATIONS.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- CONTRACTOR SHALL NOT INSTALL EQUIPMENT THAT WILL IMPEDE DOOR OR ACCESS PANELS.

**MASONRY NOTES:**

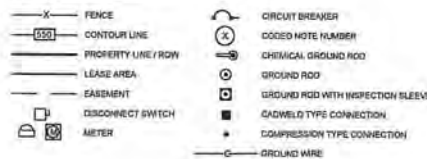
- HOLLOW CONCRETE MASONRY UNITS SHALL MEET A S.T.M. SPECIFICATION C90, GRADE N, TYPE 1. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (F<sub>m</sub>) SHALL BE 1500 PSI.
- MORTAR SHALL MEET THE PROPERTY SPECIFICATION OF A.S.T.M. C270 TYP. "S" MORTAR AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
- GROUT SHALL MEET A.S.T.M. SPECIFICATION C475 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
- CONCRETE MASONRY SHALL BE LAID IN RUNNING (COMMON) BOND.
- WALL SHALL RECEIVE TEMPORARY BRACING. TEMPORARY BRACING SHALL NOT BE REMOVED UNTIL GROUT IS FULL CURED.

**STRUCTURAL STEEL NOTES:**

- TOWER AND MOUNT STEEL SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A333 UNLESS OTHERWISE NOTED.
- STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION & ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- ALL INTERIOR STRUCTURAL STEEL SHALL BE FINISHED WITH ONE COAT FABRICATOR'S NON-LEAD, RED OXIDE PRIMER. PRIMING SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL DINGS, SCRAPS, MARKS, & WELDS IN THE PRIMED AREAS SHALL BE REPAIRED BY FIELD TOUCH-UP PRIOR TO COMPLETION OF THE WORK.
- ALL EXTERIOR STRUCTURAL STEEL SHALL BE GALVANIZED IN ACCORDANCE WITH THE SPECIFICATION ASTM A123 UNLESS OTHERWISE NOTED. GALVANIZING SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL DINGS, SCRAPS, MARKS, & WELDS SHALL BE REPAIRED BY FIELD TOUCH-UP PRIOR TO COMPLETION OF THE WORK WITH SHERWIN WILLIAMS' ZINC CLAD NY (NO SUBSTITUTIONS), APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR CONTRACTOR APPROVAL. WHEN DRILLING HOLES IN CONCRETE SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURERS MAXIMUM ALLOWABLE LOADS.
- HOLES SHALL NOT BE PLACED THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON THE DRAWINGS.
- CONNECTIONS:
  - ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND SHALL CONFORM TO AISC AND AWS D1.1, WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 13th EDITION, AT THE COMPLETION OF WELDING, ALL DAMAGE TO GALVANIZED COATING SHALL BE REPAIRED (SEE NOTE 4).
  - BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS 3/4" AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
  - NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA GALVANIZED ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
  - CONNECTION DESIGN BY FABRICATOR WILL BE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER.
- STEEL SHAPE:
  - W SHAPES - ASTM A992, GR 50
  - PLATES, ANGLES, CHANNELS - ASTM A36

**GENERATOR, DIESEL & LPG TANK NOTES:**

- INSTALLATION OF ALL GENERATORS AND DIESEL/LPG TANK INSIDE OR OUTSIDE MUST MEET ALL APPLICABLE NFPA CURRENT CODES.
- ALL FUEL PIPING CONNECTION INSTALLED AT THE SITE MUST BE PRESSURE TESTED PER LOCAL CODE REQUIREMENTS BEFORE STARTING OF GENERATOR.
- IN FLOOD ZONES LPG TANK FOUNDATION MUST BE INCREASED FROM A DEPTH OF 4' TO 20' TO PREVENT TANK FROM FLOATING AWAY IN A FLOOD.

**LEGEND****ABBREVIATIONS:**

AGL	ABOVE GRADE LEVEL
BTS	BASE TRANSCEIVER STATION
(E)	EXISTING
MIN.	MINIMUM
N.T.S.	NOT TO SCALE
REF	REFERENCE
RF	RADIO FREQUENCY
T.B.O.	TO BE DETERMINED
T.B.K.	TO BE RESOLVED
TYP	TYPICAL
REQ	REQUIRED
EGR	EQUIPMENT GROUND RING
AWG	AMERICAN WIRE GAUGE
MB	MASTER GROUND BUSH
EG	EQUIPMENT GROUND
BCW	BARE COPPER WIRE
SWD	SMART INTEGRATED ACCESS DEVICE
GEN	GENERATOR
IGR	INTERIOR GROUND RING (HALO)
RBS	RADIO BASE STATION
U.N.O.	UNLESS NOTED OTHERWISE

**SYMBOLS:**

⊗	SOLID GROUND BUSH BAR
⊗	SOLID NEUTRAL BUSH BAR
⊗	SUPPLEMENTAL GROUND CONDUCTOR
⊗	2-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
⊗	SINGLE-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
⊗	CHEMICAL GROUND ROD
⊗	DISCONNECT SWITCH
⊗	METER
⊗	EXOTHERMIC WELD (CROWWELD) (UNLESS OTHERWISE NOTED)
⊗	MECHANICAL WELD
⊗	3/4" x 10'-0" COPPER CLAD STEEL GROUND ROD
⊗	3/4" x 10'-0" COPPER CLAD STEEL GROUND ROD WITH INSPECTION SLEEVE
—	GROUNDING WIRE

**PREPARED FOR:**

**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

**A&E FIRM:**

**towersource**  
1875 OLD ALABAMA ROAD, SUITE 1008  
ROSSELL, GA 30075  
TEL: 678-990-2338 FAX: 678-990-2342

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**ECO SITE NAME:**

**TN-0016**  
**CAROLYN COURT**

**TOWER OWNER:**

ECO-SITE

**DESIGN TYPE:**

GREENFIELD

**DRAWN BY:**

KIA

**CHECKED BY:**

MEW

**APPROVED BY:**

DRS

**REVISIONS**

REV	DATE	DESCRIPTION
0	09/27/18	ISSUED FOR BIDDING

**SHEET TITLE:**

GENERAL NOTES

**SHEET #**

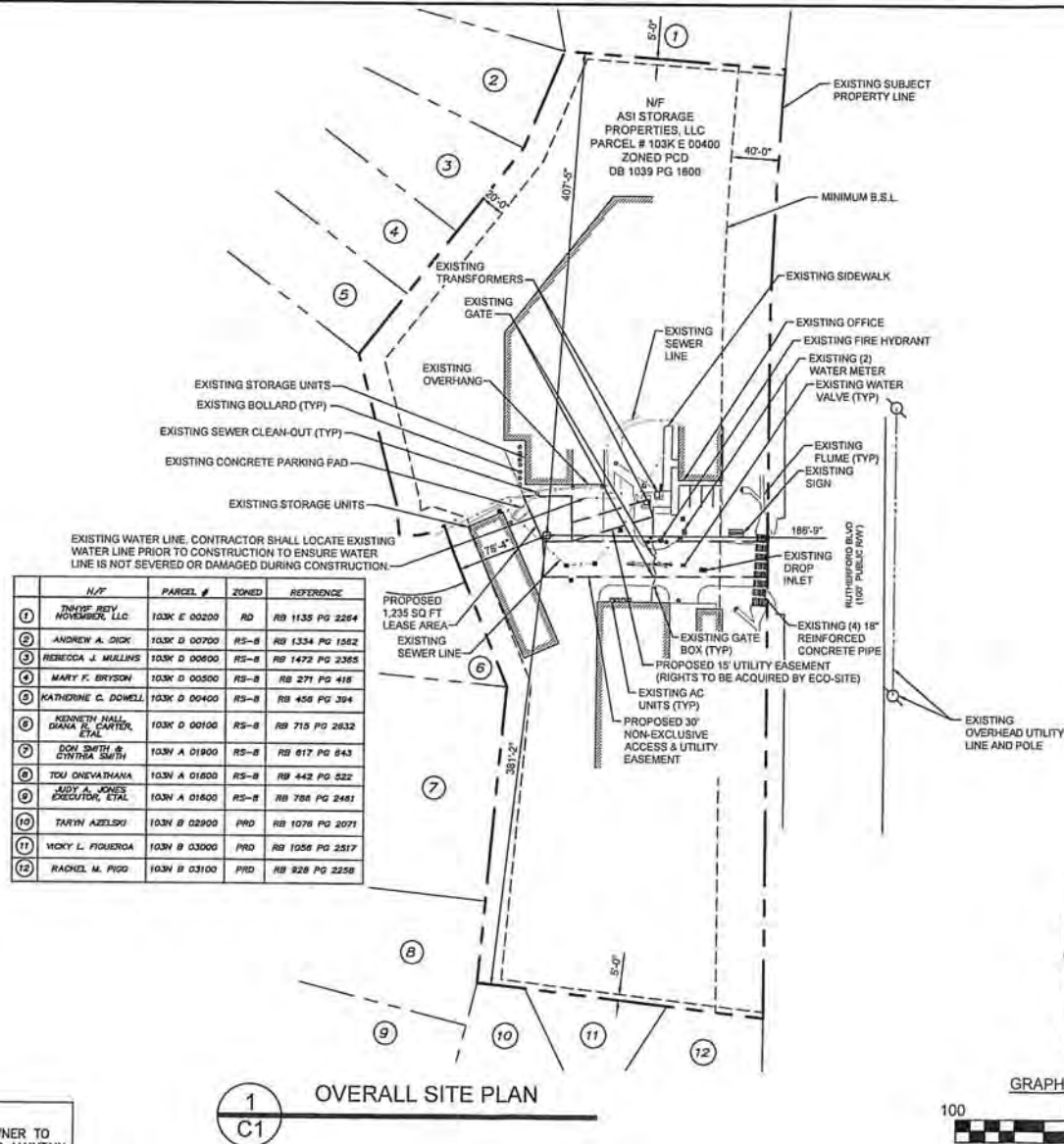
GN1

**REVISION:**

0



TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	407'-5"
SOUTH	381'-2"
EAST	186'-9"
WEST	78'-4"



**SURVEY NOTE:**  
1. ECO-SITE STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.

2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 02/21/2018 AND SITE VISIT ON 08/23/2017.

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**TN-0016**  
**CAROLYN COURT**  
TOWER OWNER:  
**ECO-SITE**  
DESIGN TYPE:  
**GREENFIELD**

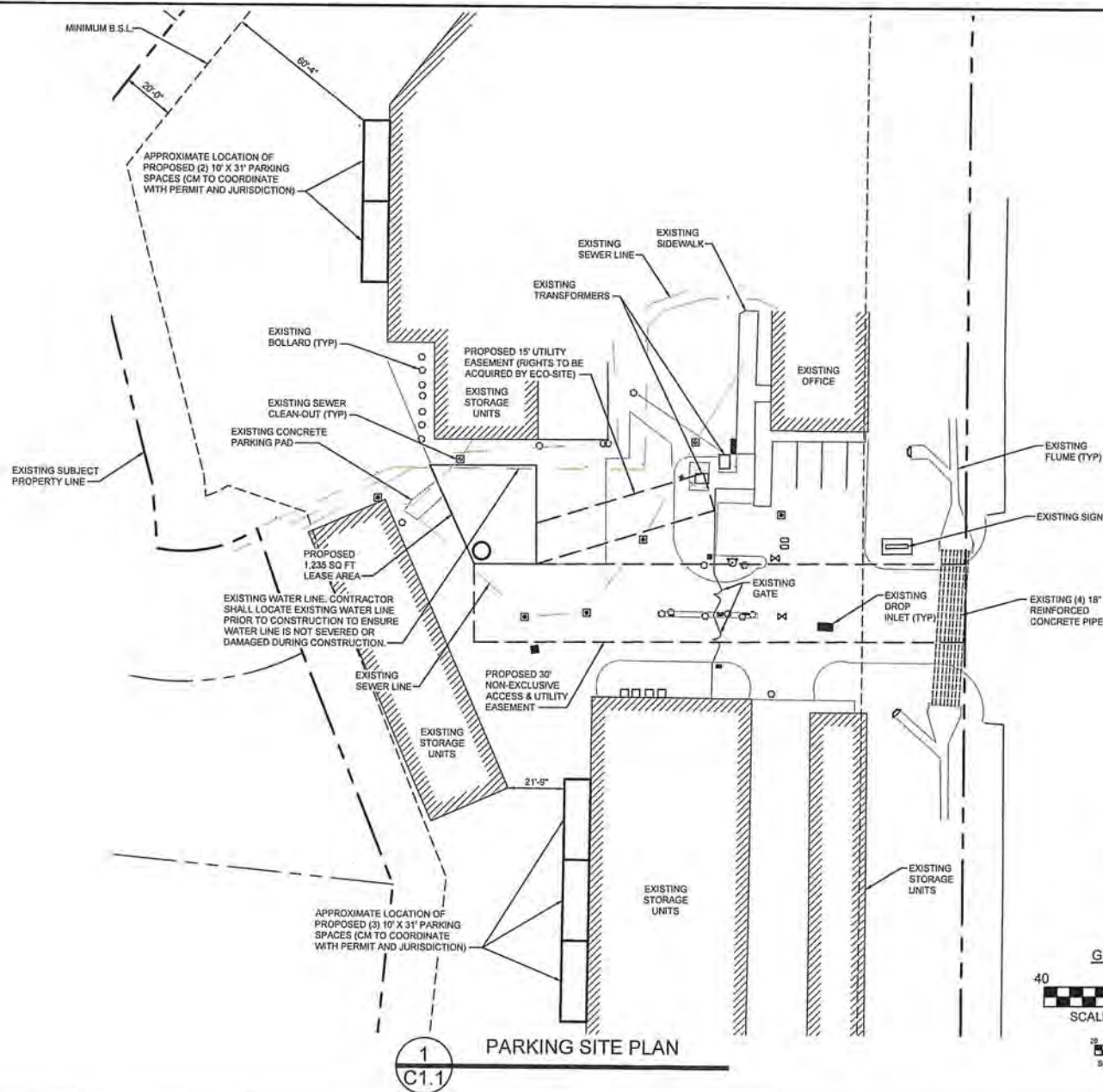
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APPROVED BY: DRS

REVISIONS		
REV.	DATE	DESCRIPTION
0	03/27/18	ISSUED FOR ZONING



SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET #:  
**C1**  
REVISION:  
**0**



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**CAROLYN COURT**

TOWER OWNER:

**ECO-SITE**

DESIGN TYPE:

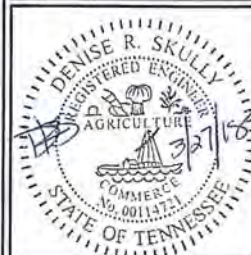
**GREENFIELD**

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REVISIONS		
REV	DATE	DESCRIPTION
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SHEET TITLE:

**PARKING SITE PLAN**

SHEET #:

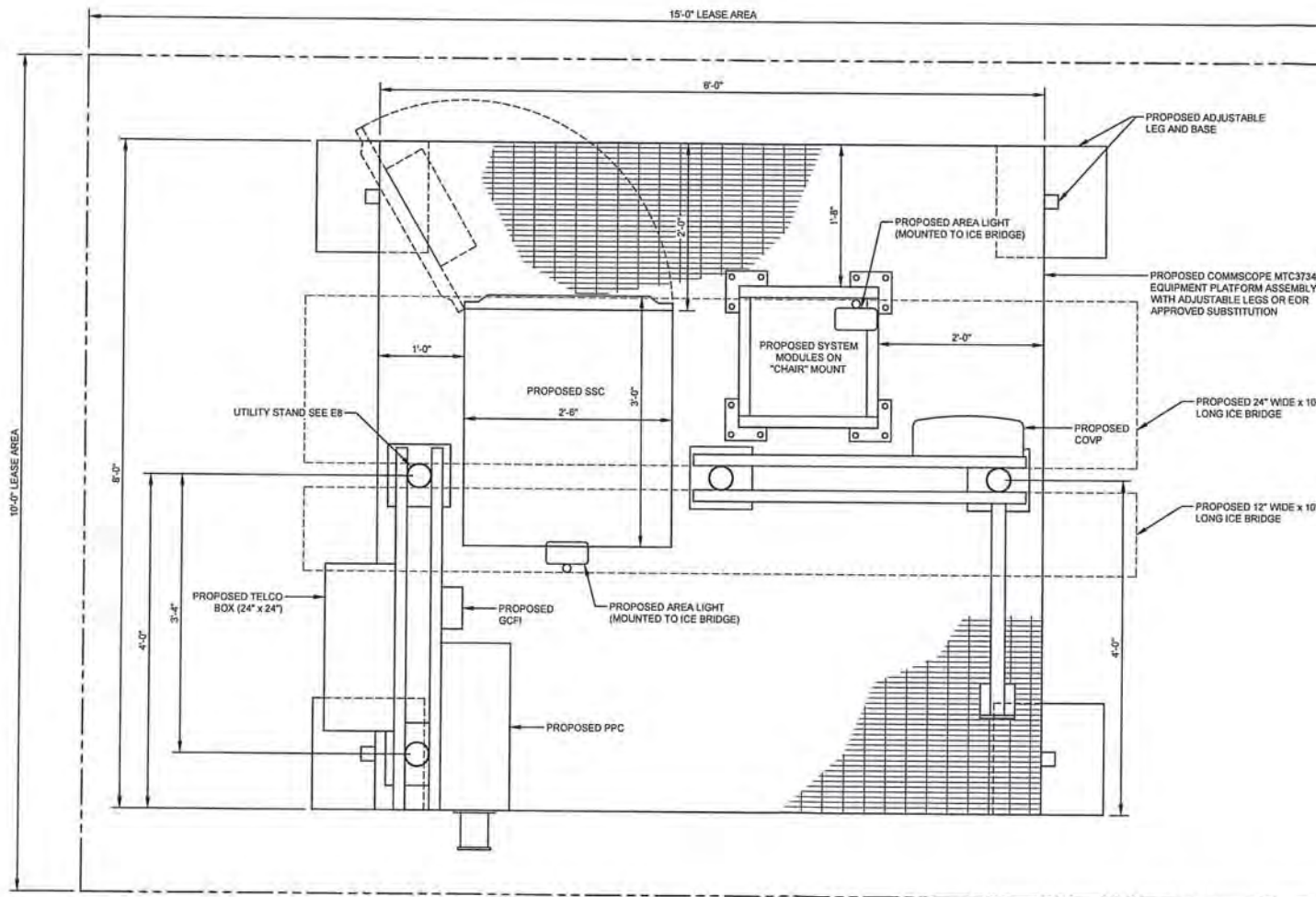
**C1.1**

REVISION:

**0**







1 EQUIPMENT LAYOUT  
C3 SCALE: 3/4" = 1'-0"

NOTE:  
EQUIPMENT PLATFORM, ADJUSTABLE LEGS,  
H-FRAMES AND ICE BRIDGES ON THIS PLAN  
ARE ALL PART OF THE COMMSCOPE MTC3734  
ASSEMBLY. SEE ASSEMBLY DRAWINGS BY  
COMMSCOPE FOR MORE INFO.

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DURHAM, NC 27707

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CAROLYN COURT**

TOWER OWNER:  
**ECO-SITE**

DESIGN TYPE:  
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REVISIONS		
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1	03/27/18	ISSUED FOR ZONING



SHEET TITLE:  
**EQUIPMENT LAYOUT**

SHEET #: **C3** REVISION: **0**



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**TN-0016**  
**CAROLYN COURT**  
 TOWER OWNER:  
**ECO-SITE**  
 DESIGN TYPE:  
**GREENFIELD**

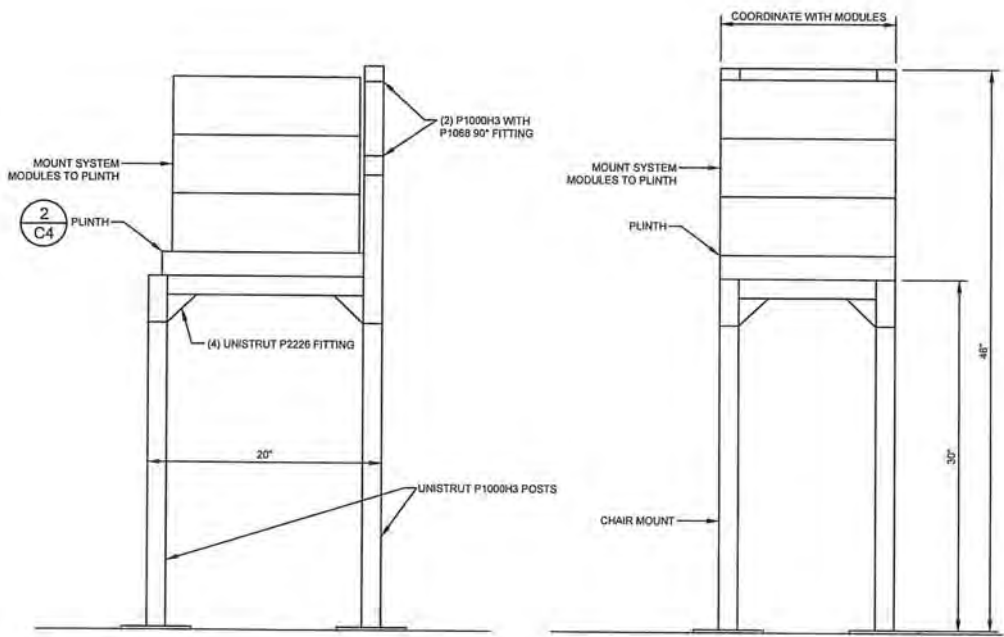
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 CHECKED BY: MEW  
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REVISIONS		
REV	DATE	DESCRIPTION
1	09/27/18	ISSUED FOR BIDDING

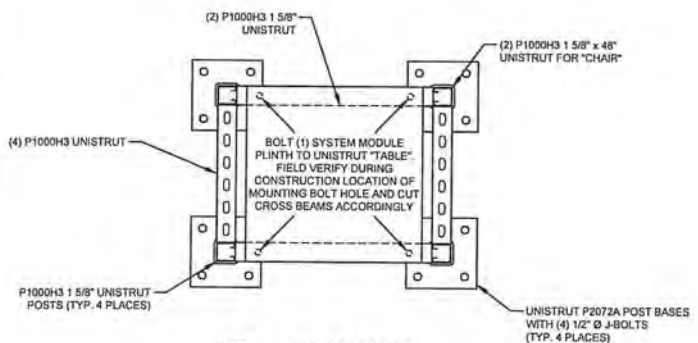


SHEET TITLE:  
**CHAIR MOUNT DETAILS**

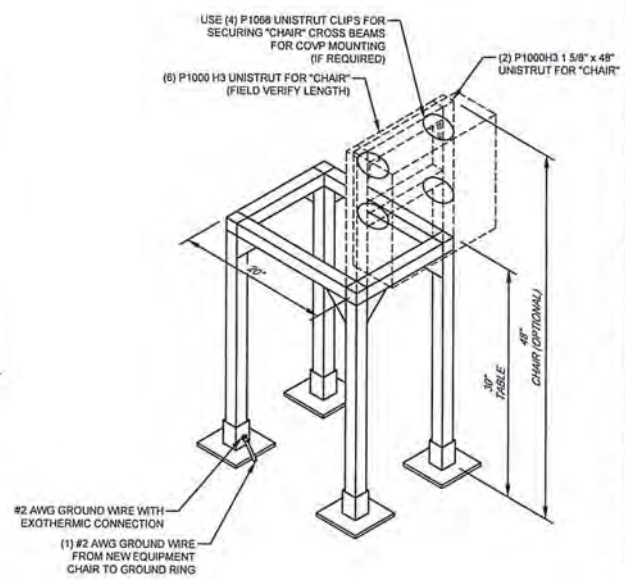
SHEET #:  
**C4**  
 REVISION:  
**0**



**1 CHAIR ELEVATION**  
 NOT TO SCALE

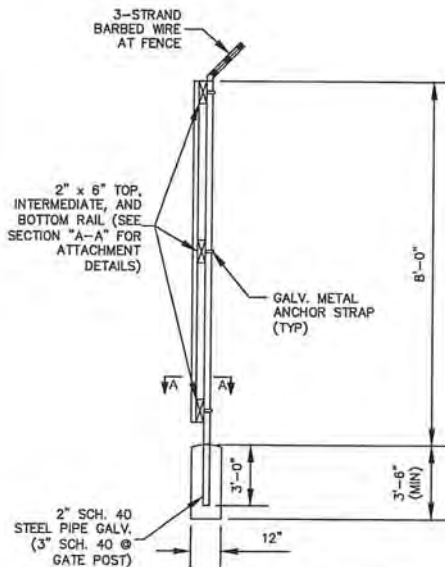


**2 PLAN VIEW**  
 NOT TO SCALE

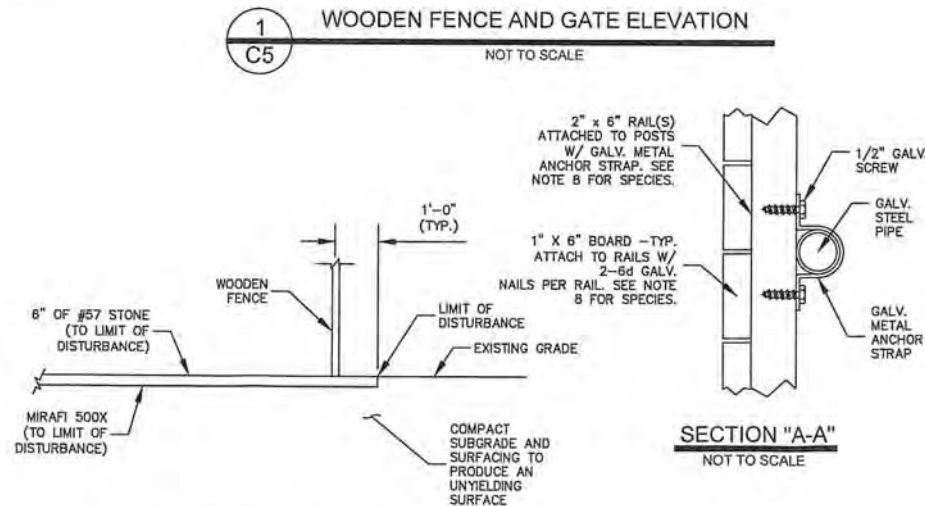


**3 ISOMETRIC ELEVATION**  
 NOT TO SCALE

1. USE 3000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNER AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVE PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. ALL WOOD SHALL BE SOUTHERN YELLOW PINE OR SPRUCE PINE FIR, NO. 2 OR BTR AND PRESSURE TREATED.



2 SIDE ELEVATION VIEW  
C5 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL  
C5 NOT TO SCALE

C5 DETAILS ARE FOR CONSTRUCTION OF FENCE ONLY.  
SEE PAGE C8 FOR FENCE SIGNAGE PLACEMENT AND DETAILS

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ECO SITE NAME:  
TN-0016  
CAROLYN COURT

DESIGN TYPE: GREENFIELD

DRAWN BY:	KIA
CHECKED BY:	MEW
APPROVED BY:	DRS

[illegible]

SHEET TITLE:

FENCE, GATE, AND  
COMPOUND DETAILS

SHEET #: <b>C5</b>	REVISION: <b>0</b>
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**LEGEND**

EXISTING CONTOURS ————

PROPOSED CONTOURS —————

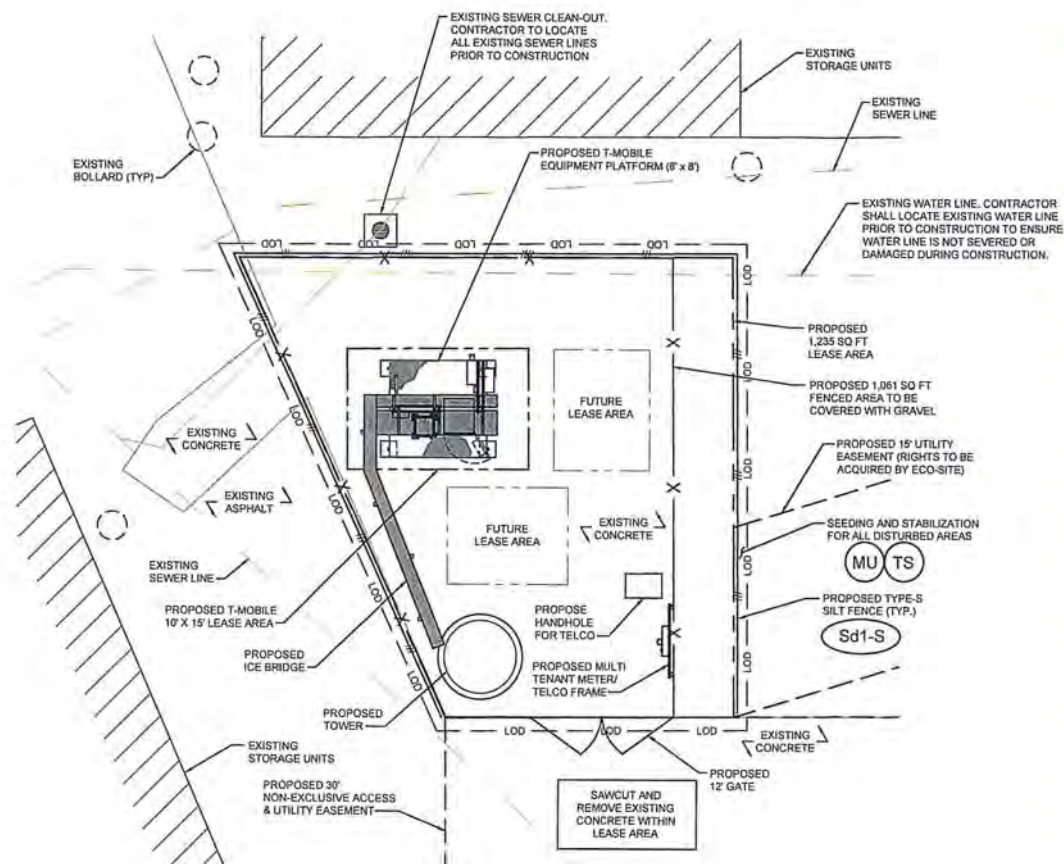
SILT FENCE ————

LIMITS OF DISTURBANCE ——— LOD ——— LOD ———

TREE PROTECTION FENCE ————

EXISTING SPOT ELEVATION X XXX

PROPOSED SPOT ELEVATION ● XXX



## 1 GRADING & EROSION CONTROL PLAN (PHASE 1)

[illegible]

SHEET #:	REVISION:
C6	0

**LEGEND**

EXISTING CONTOURS ————

PROPOSED CONTOURS —————

SILT FENCE ————

LIMITS OF DISTURBANCE ——— LOD ——— LOD ———

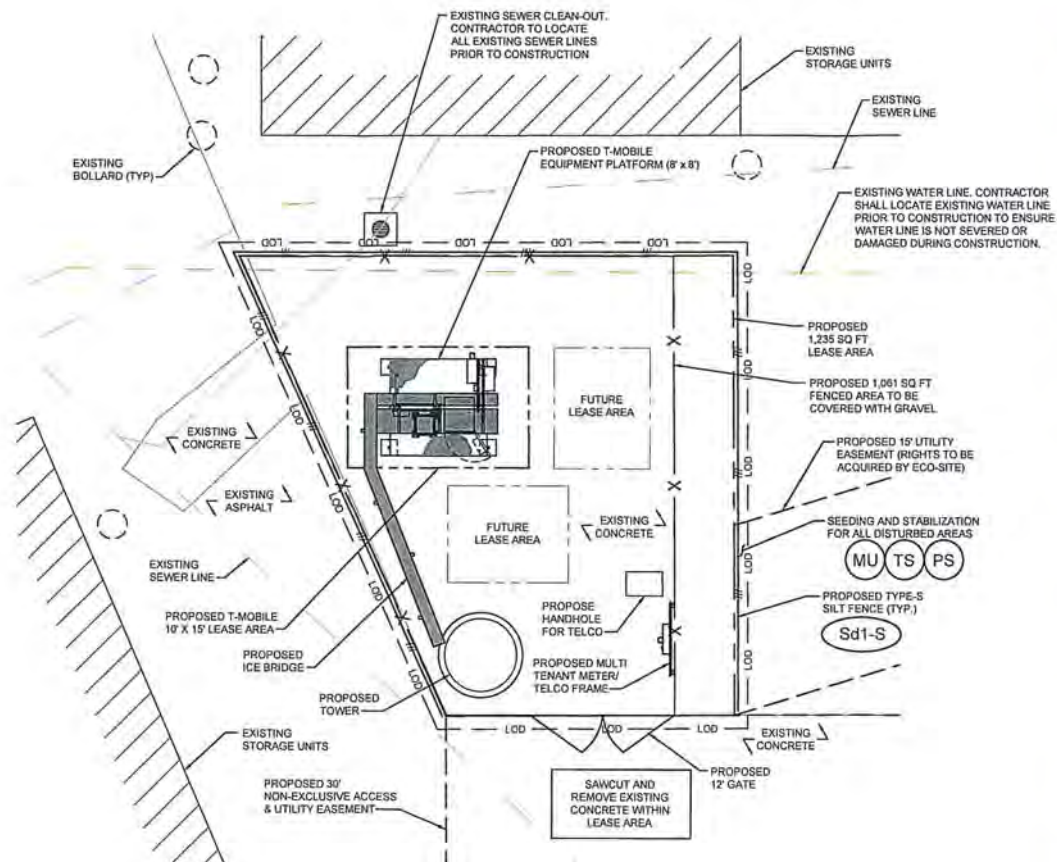
TREE PROTECTION FENCE ——— TFF ———

EXISTING SPOT ELEVATION x XXX

PROPOSED SPOT ELEVATION ● XXX



SCALE: 1" = 5' (24" x 36")



1 GRADING & EROSION CONTROL PLAN (PHASE 2)  
C6A

SHEET #	REVISION:
C6A	0



SHEET #: <b>C7A</b>	REVISION: <b>0</b>
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# **EXCAVATION & GRADING NOTES:**

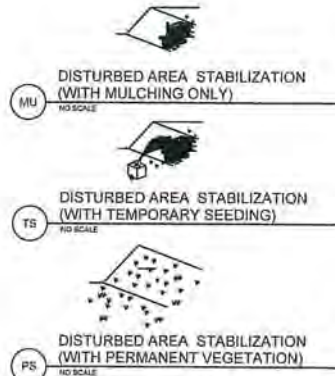
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL, AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DEWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- BACKFILLING SHALL:
  - USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE;
  - BE FREE FROM CLUMPS OR STONES OVER 3-1/2" MAXIMUM DIMENSIONS
  - BE PLACED IN 6" LAYERS AND COMPACTED TO 95% STANDARD PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR IS REQUIRED.
- FILL PREPARATION:
  - REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN THAN 1 VERTICAL TO 4 HORIZONTAL. SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL. BREAK UP GROUND SURFACE TO DEPTH REQUIRED. FLUVIENE, MOISTURE-CONDITION OR AERATE SOIL, AND RECOMPACT TO REQUIRED DENSITY.
- PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANNING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNMAGNIFIED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH EXISTING ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED BEFORE GRAVEL SURFACING IS REPLACED. SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL MAY BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE. SUBJECT TO ENGINEER'S APPROVAL.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNERS OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- ALL CUT AND FILL SLOPES SHALL BE 2 HORIZONTAL TO 1 VERTICAL MAXIMUM.
- REMOVE ALL ORGANICS, ROCKS GREATER THAN 3", UNUSED FILL AND OTHER DEBRIS TO AN AREA OFF SITE IN A LEGAL MANNER.
- CONTRACTOR SHALL ENSURE THAT SOILS ARE SUITABLE TO PREVENT SETTLING OF PLATFORM AND EQUIPMENT.

ACTIVITY SCHEDULE	
WORK DESCRIPTION	WORKING DAYS
INSTALLATION OF EROSION CONTROL MEASURES	1-2
CELEBRATING, GRUBBING, AND GRADING	3-5
MAINTAINING EROSION CONTROL MEASURES	6-9
TEMPORARY GRASSING	9-12
BUILDING CONSTRUCTION	13-19
FINAL LANDSCAPING, GRASSING	20-23
REMOVING EROSION CONTROL MEASURES	24-26

THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL TAKE PLACE PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES

# **GENERAL NOTES:**

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL, AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ECO-SITE CONSTRUCTION MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND EXO-SITE SPECIFICATIONS, THE ECO-SITE CONSTRUCTION MANAGER SHOULD BE CONTACTED FOR CLARIFICATION.
- ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE ECO-SITE CONSTRUCTION MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE CONSTRUCTION MANAGER AND/OR ENGINEER.
- CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4" IN/F.T. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. TOWER DIMENSIONS SHOWN THIS PLAN ARE FOR TOWER CENTER LOCATION, CAISSONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE. SEE DESIGN DRAWINGS BY OTHERS. DO NOT SCALE. NOTIFY ENGINEER OR ECO-SITE CONSTRUCTION MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS FROM ECO-SITE CONSTRUCTION MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING SHORING, DRAINING, AND GUTS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINATES.
- UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIAL SHALL BE COMPACTED.
- THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR COMMENCING CONSTRUCTION, HE/SHE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THEIR CONTRACT WILL BE REQUIRED TO NOTIFY "STATE 811" IN ADVANCE OF PERFORMING ANY WORK. ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE STYME LOCK OR EQUIVALENT AS APPROVED BY ECO-SITE CONSTRUCTION MANAGER.



# **GENERAL EROSION & SEDIMENT CONTROL NOTES:**

- ADDITIONAL EROSION CONTROL MEASURES WILL BE EMPLOYED WHERE DETERMINED NECESSARY BY ACTUAL SITE CONDITIONS.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARKED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS.
- THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. CONTRACTOR SHALL CALL APPROPRIATE COUNTY FOR AN INSPECTION OF SOIL EROSION CONTROL MEASURES PRIOR TO BEGINNING GRADING ACTIVITY. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UPSTREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED.
- THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
- SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 7 DAYS SHALL BE STABILIZED WITH SEEDING.
- SEEDING:
  - SEEDING WITH MULCH (CONVENTIONAL SEEDING ON SLOPES LESS THAN 3:1 (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER))
 

	ADRI CULTURAL LIMESTONE	4000 LBS./acre
	FERTILIZER 5-16-15	1500 lbs./acre
	MULCH STRAW OR HAY	5000 lbs./acre

SEED SPECIES	APPLICATION RATE/ACRE	PLANNING DATES
HULLED COMMON BERMUDA GRASS	10lbs.	3/1 - 6/15
FESCUE	50lbs.	8/1 - 10/31
FESCUE	50lbs.	11/1 - 3/28
RYE GRASS	50lbs.	
HAY MULCH FOR TEMPORARY COVER	5000lbs.	6/15 - 8/31

- TOPDRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL. FERTILIZER (AMMONIUM NITRATE 33.5%) 300 lbs./acre
- SECOND-YEAR FERTILIZER: (5-10-15 OR EQUIVALENT) 800 lbs./acre

# **HYDRAULIC SEEDING EQUIPMENT**

WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED.

# **CONVENTIONAL SEEDING EQUIPMENT**

GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIMES AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCRAPING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED AND FIRMED. SEEDING WILL BE DONE WITH CULTPACKER-SEEDER, DRILL, ROTARY SEEDER OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY. WITHIN 24 HOURS AFTER SEEDING, STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL.

- CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
- ALL FILL SLOPES WILL HAVE SILT FENCE AT TOE OF SLOPES.
- ALL SEDIMENT AND EROSION CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY AFTER ON-SITE INSPECTION BY THE ISSUING AUTHORITY.
- THE ONLY MATERIAL TO BE BURIED ON-SITE IS VEGETATIVE MATERIAL. CONSTRUCTION WASTE MAY NEITHER BE BURNED NOR BURIED AND MUST BE TAKEN TO A STATE APPROVED LANDFILL.
- A 20' MIN UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.

PREPARED FOR:



1875 OLD ALABAMA ROAD, SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

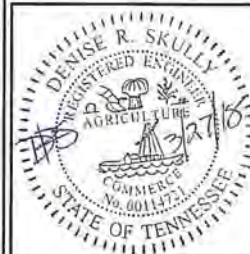
ECO SITE NAME: **TN-0016**  
**CAROLYN COURT**

TOWER OWNER: **ECO-SITE**

DESIGN TYPE: **GREENFIELD**

DRAWN BY:	KIA
CHECKED BY:	MEW
APPROVED BY:	DRS

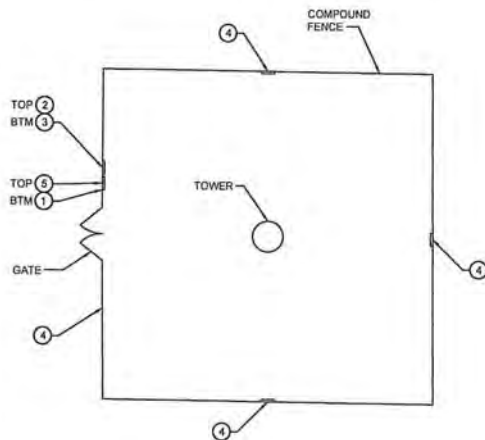
REVISIONS		
REV.	DATE	DESCRIPTION
1	8/27/16	ISSUED FOR ZONING



SHEET TITLE: **GRADING & EROSION CONTROL NOTES**

SHEET #: **C7B** REVISION: **0**





NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS  
DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

**OVERALL SIGN PLACEMENT PLAN VIEW**  
NOT TO SCALE



① **NOTICE - RF SIGN (BLUE)**  
12" X 18" DIGITAL PRINT MOUNTED TO 0.40  
THICK ALUMINUM  
(OPERATIONS PROVIDED)



② **WARNING - RF SIGN**  
12" X 18" DIGITAL PRINT MOUNTED TO 0.40  
THICK ALUMINUM  
(OPERATIONS PROVIDED)



③ **CAUTION - RF SIGN (YELLOW)**  
12" X 18" DIGITAL PRINT MOUNTED TO 0.40  
THICK ALUMINUM  
(OPERATIONS PROVIDED)

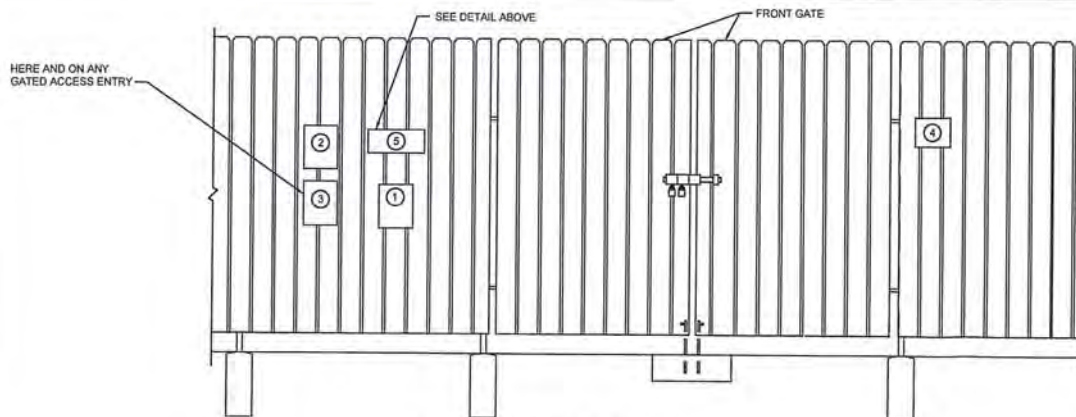


④ **NO-TRESPASSING SIGN**  
12" X 18" DIGITAL PRINT MOUNTED TO 0.40  
THICK ALUMINUM  
(OPERATIONS PROVIDED)



⑤ **ECO-SITE ID SIGN**  
18" HIGH X 24" WIDE  
(OPERATIONS PROVIDED)

**TYPICAL SIGNS AND SPECIFICATIONS**  
NOT TO SCALE



**SITE SIGNAGE FRONT GATE VIEW**  
NOT TO SCALE  
FENCE AND GATE TYPE MAY VARY SEE PAGE C5 FOR DETAILS

**SIGNAGE NOTES:**  
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.  
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

PREPARED FOR:  
**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

A&E FIRM:  
**towersource**  
1875 OLD ALABAMA ROAD, SUITE 1008  
ROSOWELL, GA 30076  
TEL: 678-990-2338 FAX: 678-990-2342

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ECO SITE NAME:  
**TN-0016**  
**CAROLYN COURT**  
TOWER OWNER:  
**ECO-SITE**  
DESIGN TYPE:  
**GREENFIELD**

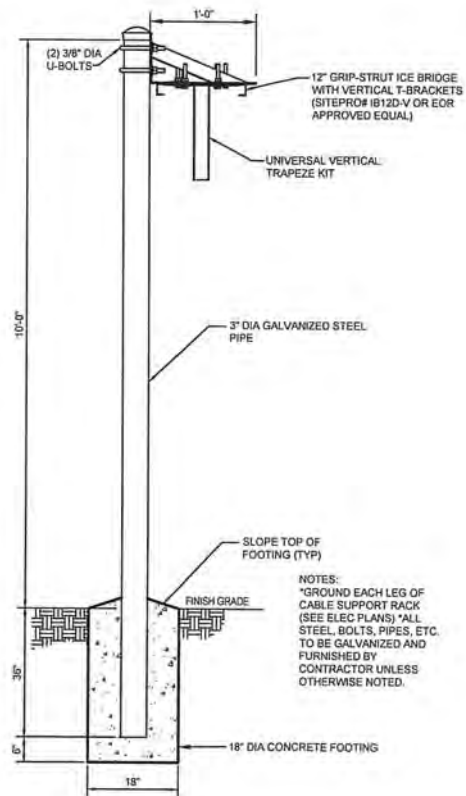
DRAWN BY: **KJA**  
CHECKED BY: **MEW**  
APPROVED BY: **DRS**

REVISIONS		
REV.	DATE	DESCRIPTION
0	03/27/18	ISSUED FOR ZONING



SHEET TITLE:  
**SITE SIGNAGE DETAILS**

SHEET #: **C8** REVISION: **0**



NOTES:  
 \*GROUND EACH LEG OF  
 CABLE SUPPORT RACK  
 (SEE ELEC PLANS) \*ALL  
 STEEL, BOLTS, PIPES, ETC.  
 TO BE GALVANIZED AND  
 FURNISHED BY  
 CONTRACTOR UNLESS  
 OTHERWISE NOTED.

1 ICE BRIDGE DETAIL  
 C9 NOT TO SCALE

PREPARED FOR:  
**Eco-Site**  
 240 LEIGH FARM ROAD, SUITE 230  
 DURHAM, NC 27707

A&E FIRM:  
**towersource**  
 1875 OLD ALABAMA ROAD, SUITE 1008  
 ROSWELL, GA 30076  
 TEL: 678-990-2338 FAX: 678-990-2342

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ECO SITE NAME:  
**TN-0016**  
**CAROLYN COURT**  
 TOWER OWNER:  
**ECO-SITE**  
 DESIGN TYPE:  
**GREENFIELD**

DRAWN BY: KIA  
 CHECKED BY: MEW  
 APPROVED BY: DRS

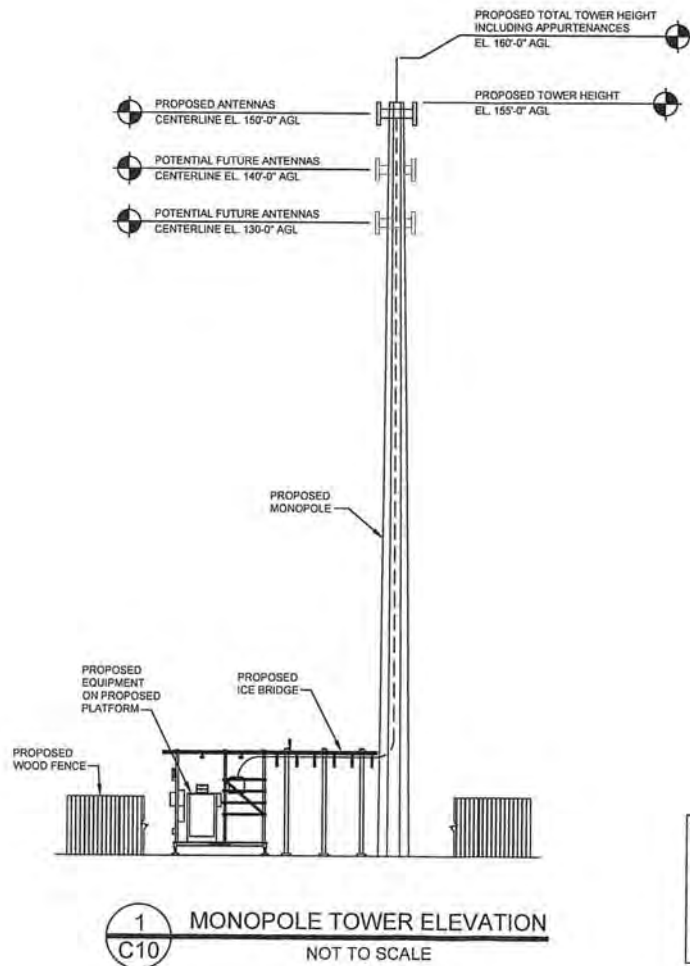
REVISIONS		
REV	DATE	DESCRIPTION
0	03/21/18	ISSUED FOR ZONING



SHEET TITLE:  
**DETAILS**

SHEET #:  
**C9**  
 REVISION:  
**0**





**COAX NOTE:**

1. ROUTE COAX UP TOWER PER TOWER DESIGN DRAWING BY TOWER MANUFACTURER.

**NOTE:**

ALL INFORMATION ON THIS PAGE IS PROVIDED BY ECO-SITE AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE ECO-SITE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

PREPARED FOR:

**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

A&E FIRM:

**towersource**  
1875 OLD ALABAMA ROAD, SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338 FAX: 678-990-2342

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ECO SITE NAME:

**TN-0016  
CAROLYN COURT**

TOWER OWNER:

**ECO-SITE**

DESIGN TYPE:

**GREENFIELD**

DRAWN BY:

**KIA**

CHECKED BY:

**MEW**

APPROVED BY:

**DRS**

**REVISIONS**

REV.	DATE	DESCRIPTION
1	03/27/18	ISSUED FOR ZONING



SHEET TITLE:

**TOWER ELEVATION**

SHEET #

**C10**

REVISION:

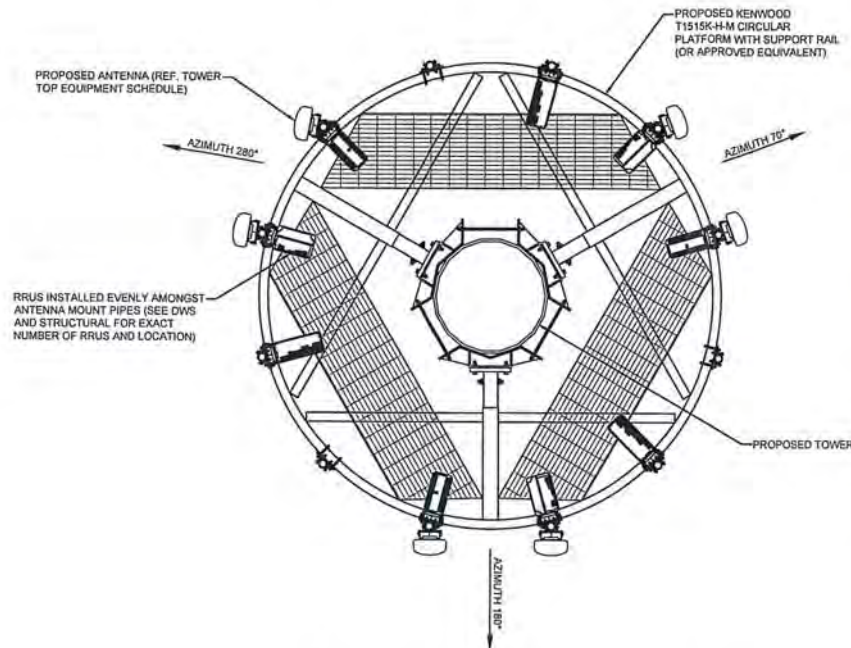
**0**

# NOTES:

1. CONTRACTOR SHALL PERFORM SWEEP TEST AND SUPPLY THE RESULTS TO T-MOBILE AFTER INSTALLATION.
2. CONTRACTOR SHALL CONFIRM EQUIPMENT CONFIGURATION WITH THE FINAL T-MOBILE RFDS PRIOR TO INSTALLATION.
3. CABLE LENGTH TO BE VERIFIED BY CONTRACTOR.
4. CONTRACTOR SHALL COLOR CODE EXISTING AND NEW ANTENNA CABLES PER T-MOBILE INSTRUCTIONS.
5. CONTRACTOR SHALL INSTALL ALL EQUIPMENT ACCORDING TO T-MOBILE INSTALLATION STANDARDS.

## TOWER LOADING SUMMARY

EXISTING QUANTITY	REMOVED QUANTITY	EQUIPMENT TYPE	ADD QUANTITY	TOTAL QUANTITY
0	0	PANEL ANTENNA	6	6
0	0	HYBRID CABLE	1	1
0	0	COVP	1	1
0	0	FRBG	3	3
0	0	FRIJ	3	3
0	0	FHFB	3	3



CONFIGURATION TO BE CONFIRMED BY OBTAINING THE LATEST RFDS FROM T-MOBILE PRIOR TO BEGINNING CONSTRUCTION.

1 ANTENNA ORIENTATION DETAIL  
C11 NOT TO SCALE

## TOWER TOP EQUIPMENT SCHEDULE

ANTENNA SECTOR	ANTENNA MARK	ANTENNA MAKE/MODEL NUMBER	AZIMUTH (0° = NORTH)	RAD CENTER	RRU MODEL NUMBER	TOWER TOP COVP MODEL	ANTENNA CABLE DESCRIPTION
ALPHA	A1	COMMScope-FHH-65C-R3 (HEX)	70°	150'	(1) FRIJ (NEW)	(1) JUNCTION BOX (NEW)	(1) 1.58" HIGH CAPACITY HYBRID CABLE (NEW)
	A2	COMMScope-FHH-65C-R3 (HEX)	70°	150'	(1) FRBG (NEW)		
					(1) FHFB (NEW)		
BETA	B1	COMMScope-FHH-65C-R3 (HEX)	180°	150'	(1) FRIJ (NEW)		
	B2	COMMScope-FHH-65C-R3 (HEX)	180°	150'	(1) FRBG (NEW)		
					(1) FHFB (NEW)		
GAMMA	G1	COMMScope-FHH-65C-R3 (HEX)	280°	150'	(1) FRIJ (NEW)		
	G2	COMMScope-FHH-65C-R3 (HEX)	280°	150'	(1) FRBG (NEW)		
					(1) FHFB (NEW)		

NOTE:  
ALL INFORMATION ON THIS PAGE IS PROVIDED BY ECO-SITE AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE ECO-SITE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION. TOWERSOURCE HAS NOT ANALYZED THE PROPOSED MOUNT FOR THE PROPOSED CONFIGURATION.

PREPARED FOR:  
**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

A&E FIRM:  
**towersource**  
1875 OLD ALABAMA ROAD, SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338 FAX: 678-990-2342

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ECO SITE NAME:  
**TN-0016  
CAROLYN COURT**

TOWER OWNER:  
**ECO-SITE**

DESIGN TYPE:  
**GREENFIELD**

DRAWN BY: **KIA**  
CHECKED BY: **MEW**  
APPROVED BY: **DRS**

REVISIONS		
REV	DATE	DESCRIPTION
0	03/27/18	ISSUED FOR ZONING



SHEET TITLE:  
**ANTENNA PLAN**

SHEET #: **C11** REVISION: **0**



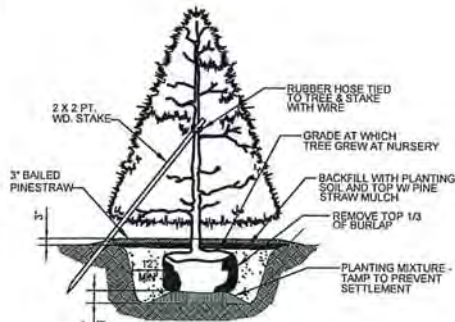
# LANDSCAPE NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
10. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
11. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCUMULATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
12. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

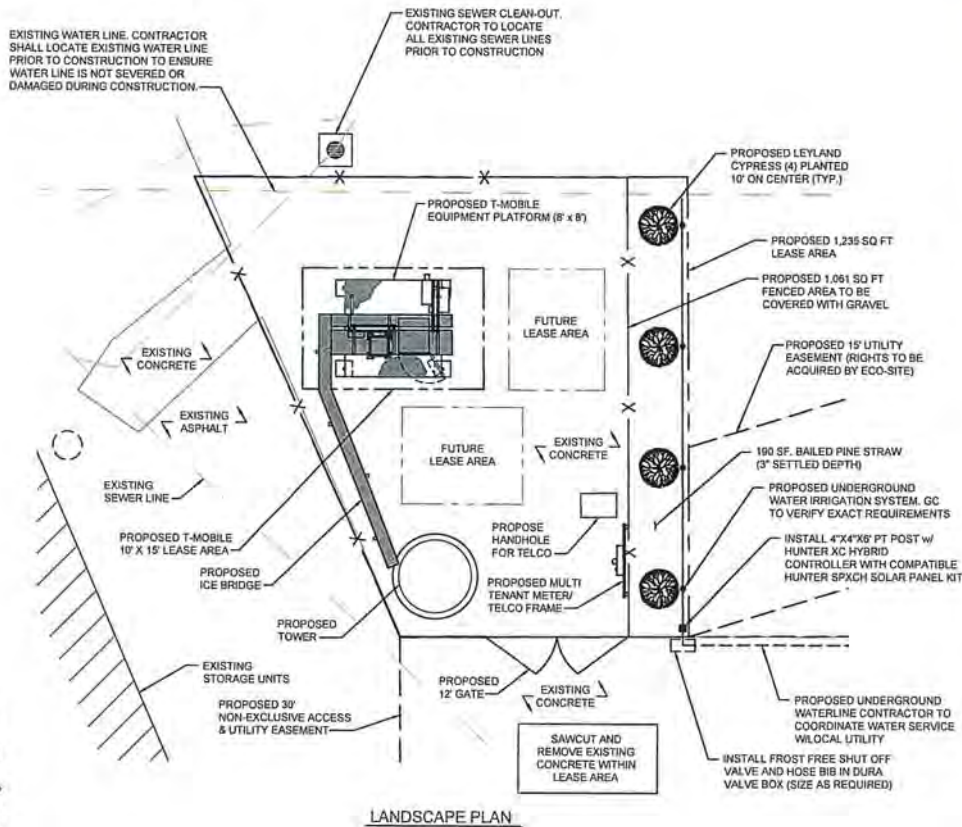
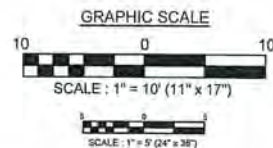
TOTAL AREA OF LANDSCAPE BUFFER: 190 SF - 0.0043 ACRES

## PLANT LIST:

QTY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
4	LEYLAND CYPRESS	CUPRESSOCYPARIS LEYLANDII	8' MIN. HEIGHT AT PLANTING



TREE PLANTING DETAIL  
NOT TO SCALE



LANDSCAPE PLAN

PREPARED FOR:

**Eco-Site**  
240 LEIGH FARM ROAD, SUITE 230  
DURHAM, NC 27707

A&E FIRM:  
**towersource**  
1975 OLD ALABAMA ROAD, SUITE 1008  
ROSWELL, GA 30078  
TEL: 678-990-2338 FAX: 678-990-2342

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ECO SITE NAME:  
**TN-0016  
CAROLYN COURT**  
TOWER OWNER:  
**ECO-SITE**  
DESIGN TYPE:  
**GREENFIELD**

DRAWN BY: **KIA**  
CHECKED BY: **MEW**  
APPROVED BY: **DRS**

REVISIONS		
REV.	DATE	DESCRIPTION
0	03/25/18	ISSUED FOR ZONING



SHEET TITLE:  
**LANDSCAPE PLAN**

SHEET #:  
**L1**  
REVISION:  
**0**



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2018-ASO-4919-OE  
Prior Study No.  
2017-ASO-18795-OE

Issued Date: 05/21/2018

Dan Wilson  
Eco-Site (DW)  
240 Leigh Farm Rd.  
Suite 415  
Durham, NC 27707

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower TN-0016
Location:	Murfreesboro, TN
Latitude:	35-49-30.76N NAD 83
Longitude:	86-21-03.92W
Heights:	642 feet site elevation (SE) 160 feet above ground level (AGL) 802 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)  
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 11/21/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.



NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-air operations of these frequency(ies).

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

This determination cancels and supersedes prior determinations issued for this structure.

If we can be of further assistance, please contact our office at (202) 267-5281, or [lynnette.farrell@faa.gov](mailto:lynnette.farrell@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-4919-OE.

**Signature Control No: 358764676-365782220**

( DNE )

Lynnette Farrell  
Technician

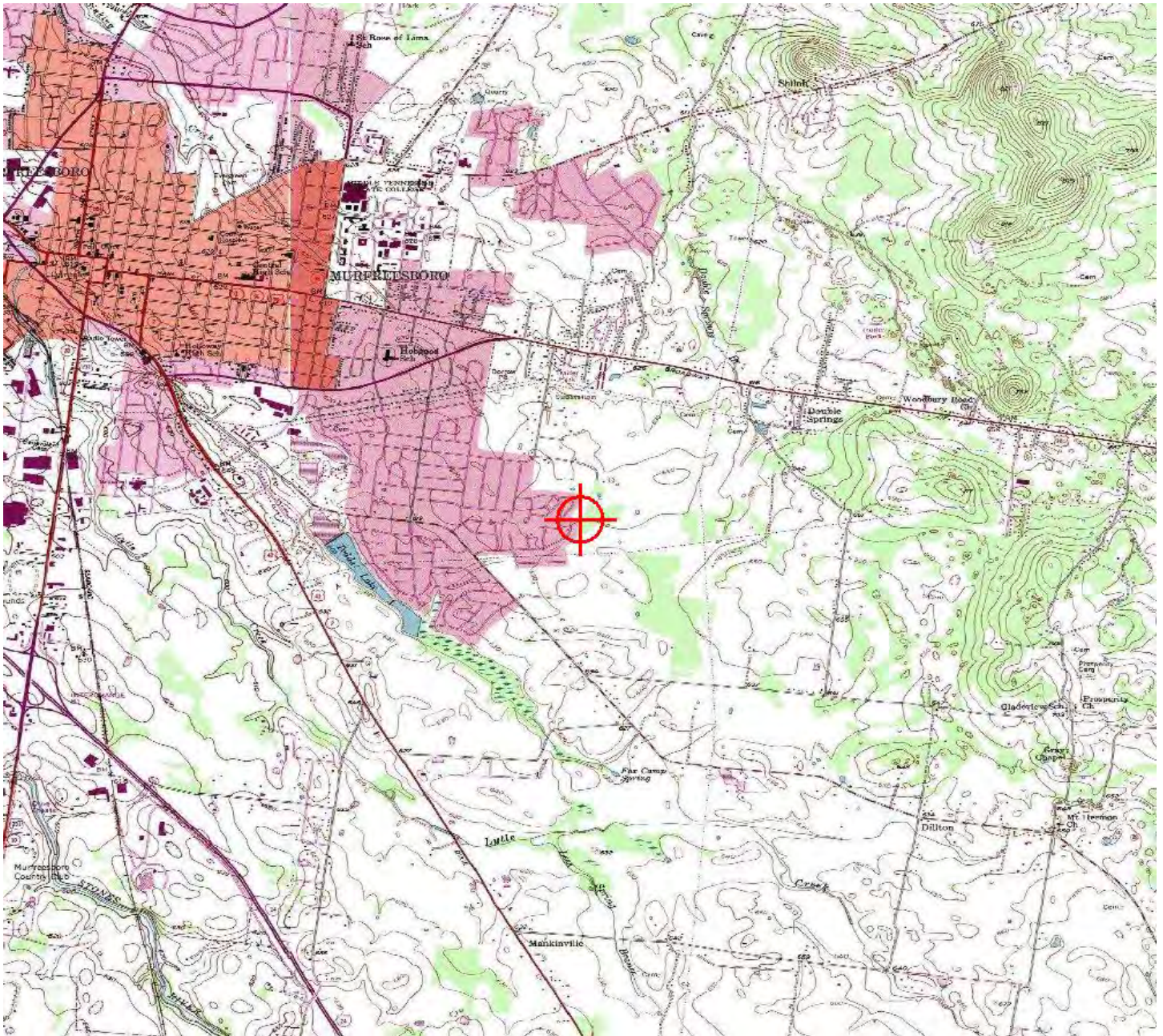
Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

# Frequency Data for ASN 2018-ASO-4919-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

## TOPO Map for ASN 2018-ASO-4919-OE





# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

plan of services for the study area had been included in the agenda packet. No potential issues with service delivery were identified in the plan of services.

The 0.96-acre study area is part of a 300-acre parcel of which the balance of approximately 299 acres would remain in the unincorporated Rutherford County. Staff recommends as a condition of approval that the 0.96 acre for the stormwater facility be included as a part of the Glenview Farms Section 4 final subdivision plat.

Mr. Clyde Rountree was in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Ms. Kathy Jones made a motion to approve the annexation plan of services and annexation petition, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.**

## **Zoning application [2018-410] for approximately 4.73 acres located at 2615 South Rutherford Boulevard to amend the Rutherford Boulevard Self-Storage PCD, Eco-**

**Site applicant.** Mr. Donald Anthony began by describing the subject property located along the west side of South Rutherford Boulevard, south of Haven Drive. The property has an area of approximately 4.73 acres and is identified by the Rutherford County Assessor as Tax Map 103K, Group E, Parcel 4.00. A multi-structure self-service storage facility currently occupies the site.

## **Previously-Approved Zoning for Subject Property**

In 2002, the City Council approved PCD zoning on the subject property to allow a 77,990-square foot self-service storage facility. In 2005, the PCD was amended to allow an increase in floor area to 95,000 square feet.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

## **Request for PCD Amendment**

The applicant wishes to amend the PCD for a second time to allow a telecommunication tower (monopole) on the subject property. The proposed monopole and associated ground structures would be located near the center of the subject property and would occupy approximately 1,235 square feet of the site. The proposed monopole would have a height of 160 feet including appurtenances. Up to three ground structures could be located alongside the monopole. A site plan submitted by the applicant shows a 64-square foot T-Mobile equipment structure and two "future lease areas" for additional equipment structures.

The proposed monopole and ground structures would be enclosed by a wood fence with a height of eight feet. The fence would be topped with three rows of barbed wire and would include a locked gate. A landscaping exhibit provided by the applicant shows four Leyland Cypress trees along the east side of the site; the trees would limit visibility of the fence and ground structure(s) from the South Rutherford Boulevard right-of-way.

Aerial photography indicates that there are presently seven parking spaces for the self-service storage facility. Chart 4 of the *Murfreesboro Zoning Ordinance* indicates that five spaces are required on the site. Per materials provided by the applicant, all parking spaces displaced by the proposed monopole would be relocated elsewhere on the site.

## **Adjacent Zoning and Land Use**

Adjacent zoning includes: RM-12 on the north; CH on the east; PRD on the south; and RS-8 and RS-10 on the west. Adjacent land uses include: a parking lot for a nearby multi-family residential development on the north; vacant property on the east; the Chandler Place single-family residential subdivision on the south; and the Highland Park and Rogers Estates single-family residential subdivisions on the west.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

## **Additional Requirements**

Per Section 31(E) of the *Murfreesboro Zoning Ordinance*, certain standards shall be satisfied prior to any site plan approval. If the rezoning is approved, staff would work with the applicant prior to site plan submittal to ensure that these standards are satisfied.

*Setback and Fall Zone.* The proposed monopole would be situated on property that lies adjacent to a single-family residential dwelling unit on the west. Per documentation provided by the applicant, the monopole would be set back 78 feet from the western property line. Prior to any site plan approval, the applicant would be required to provide evidence that the monopole's fall zone would be self-contained.

*Fencing.* As previously noted, the applicant proposes an eight-foot fence with locked gate. Staff would work with the applicant during site plan review to ensure that the fence adequately secures the monopole and ground equipment.

*Landscaping.* Planning and Urban Environmental staff would review proposed plant materials during site plan review to ensure that the materials provide proper screening of the fence and all enclosed ground equipment.

*FAA Approval.* Prior to site plan approval, Planning staff would require the applicant to provide documentation from the Federal Aviation Administration (FAA) that the height of the tower would not interfere with local air operations.

*Tower Lighting.* In the supporting materials for the rezoning request, the applicant indicates that neither the FAA nor the Federal Communications Commission (FCC) require any lighting on the monopole. A lighting plan and photometric plot would be required during the site plan review process.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

*Shared Use.* The applicant is required to accommodate collocation for at least three antennae. The site layout included in the application packet shows ground lease space for three providers.

## **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that Neighborhood Commercial is the most appropriate land use for the subject property. The Neighborhood Commercial designation corresponds to the CL, CF, CM-R, CM, and CM-RS-8 zoning districts. Specific guidelines for Neighborhood Commercial include a floor area ratio (FAR) of up to 0.50, height of up to two stories, and screening of parking areas. The applicant's rezoning request is not consistent with the Land Use Plan's recommendation. The applicant should discuss this inconsistency with the Planning Commission and explain how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

Mr. Patton Haun, Mr. Glen Pennington, Mr. Guillermo Perez and their design team were in attendance to represent the applicant. Mr. Patton Haun came forward to begin a power point presentation to explain the applicant's pattern book. He stated due to the quantity of users this location would be a strategic site for coverage for all carriers. Currently, some people indoors might not have the service they want. This proposal would allow indoor coverage to those inside the houses, apartments, etc. They had looked at other areas with the understanding there are a lot of residential neighborhoods. This commercial strategic site was the only place where we could build it and the owner of the property is willing to let us. Lastly, Haun made known they have provided a fault letter from an Engineer whom has indicated if the tower ever collapsed it would collapse within the enclosure it would be located in.

Mr. Warren Russell wanted to know what would be the radius for coverage. Mr. Guillermo Perez came forward and stated it would provide coverage up to three to five miles. Mr.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

Warren Russell voiced his concerns about the residential homes behind this location and how the residents would be viewing a large structure in their neighborhood. Would this proposal have lights? Mr. Perez answered no, it would not have lights.

Mr. Donald Anthony made known in the applicant's pattern book regarding the tower on sheet C-11, it shows one platform, next to the tower. In addition, it shows two potential future platforms. If the Planning Commission approves, Mr. Anthony requested for the applicant add to their pattern book something that would state beyond the one platform being discussed, the applicant would be required to come back before the Planning Commission if they ever wanted to add additional platforms.

Mr. Eddie Smotherman commented on the proposal being about cell phone service for people which live in this particular area whom may be struggling for cell phone service. He stated, we must consider appearance verses service. Most of us have eliminated our landlines and are now using cell phones. We all want our cell phones to work during an emergency. This is a good product that would provide to these resident's security and quality service.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Mr. Eddie Smotherman made a motion to approve, seconded by Ms. Kathy Jones.**

**The motion carried by unanimous vote in favor.**

**Zoning application [2018-412] for approximately 3.64 acres located along Franklin Road and Veterans Parkway to be rezoned from CF to CH, Veterans Commons GP applicant.** Mr. Donald Anthony began by describing the subject property located at the northwest corner of the intersection of Franklin Road and Veterans Parkway. The property consists of a 3.64-acre parcel (Tax Map 093 N, Group B, Parcel 1.00). The

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

- 3.g. Zoning application [2018-412] for approximately 3.64 acres located along Franklin Road and Veterans Parkway to be rezoned from CF to CH, Veterans Commons GP applicant.**

The subject property is located at the northwest corner of the intersection of Franklin Road and Veterans Parkway. The property consists of a 3.64-acre parcel (Tax Map 093 N, Group B, Parcel 1.00). The property is presently zoned CF (Commercial Fringe District) and has frontage on both Franklin Road and Veterans Parkway.

**Request for Rezoning to CH**

The applicant requests rezoning to CH (Highway Commercial District) for the subject property. In February 2018, the applicant submitted a site plan for a commercial center and gas station on the property. Upon learning that a minimum distance of 200 feet is required between a gas station in the CF zoning district and property zoned for residential use, the applicant applied for a variance from the Board of Zoning Appeals. (The subject property adjoins County RM-zoned property on the north and west.) The applicant subsequently withdrew the variance request and submitted a rezoning application. The CH zoning district would allow a gas station as a by-right use with no distance requirement beyond the standard minimum setbacks.

Minimum building setbacks in the CH zoning district are: 42 feet on the front; 10 feet on the sides; and 20 feet on the rear. The CH zoning district allows a variety of commercial and office uses, some of which are not permitted in the CF district. Among the uses permitted by right in the CH district that are not permitted in the CF district are automotive repair shops, drive-in restaurants, kennels, pawn shops, community and regional shopping centers, taverns, towing businesses, vehicle washes, and wrecker services. Additionally, seasonal fireworks sales and motor vehicle sales are permitted by Special Use Permit in the CH district; neither use is permitted in the CF district by right or Special Use Permit.

## **Adjacent Zoning and Land Uses**

Adjacent zoning includes CH to the east and County RM (Medium Density Residential) to the north, west, and south. The subject property was formerly identified as lots 1 through 5 of the Beasley Road subdivision. These lots were consolidated into one lot in 2018. Lots 6 through 8 of the Beasley Road subdivision are located north of the subject property; each of these lots consist of just over one acre, and each is occupied by a single-family house. The Hickory Hills single-family residential subdivision lies along the south side of Franklin Road, south of the subject property. The property to the west of the subject property is presently undeveloped. A Kroger supermarket is situated on the east side of Veterans Parkway, east of the subject property. A 1.4-acre property at the northeast corner of the Franklin Road and Veterans Parkway intersection that was previously used for residential purposes has been rezoned to CH for future commercial use.

## **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that General Commercial is the most appropriate land use for the subject property. The General Commercial designation is compatible with the CH zoning district. The Land Use Plan lists commercial centers, automobile service-related enterprises, restaurants, big box retailers, and hotels as appropriate land uses in the General Commercial designation. The applicant's rezoning request appears to be consistent with the Land Use Plan's recommendations.

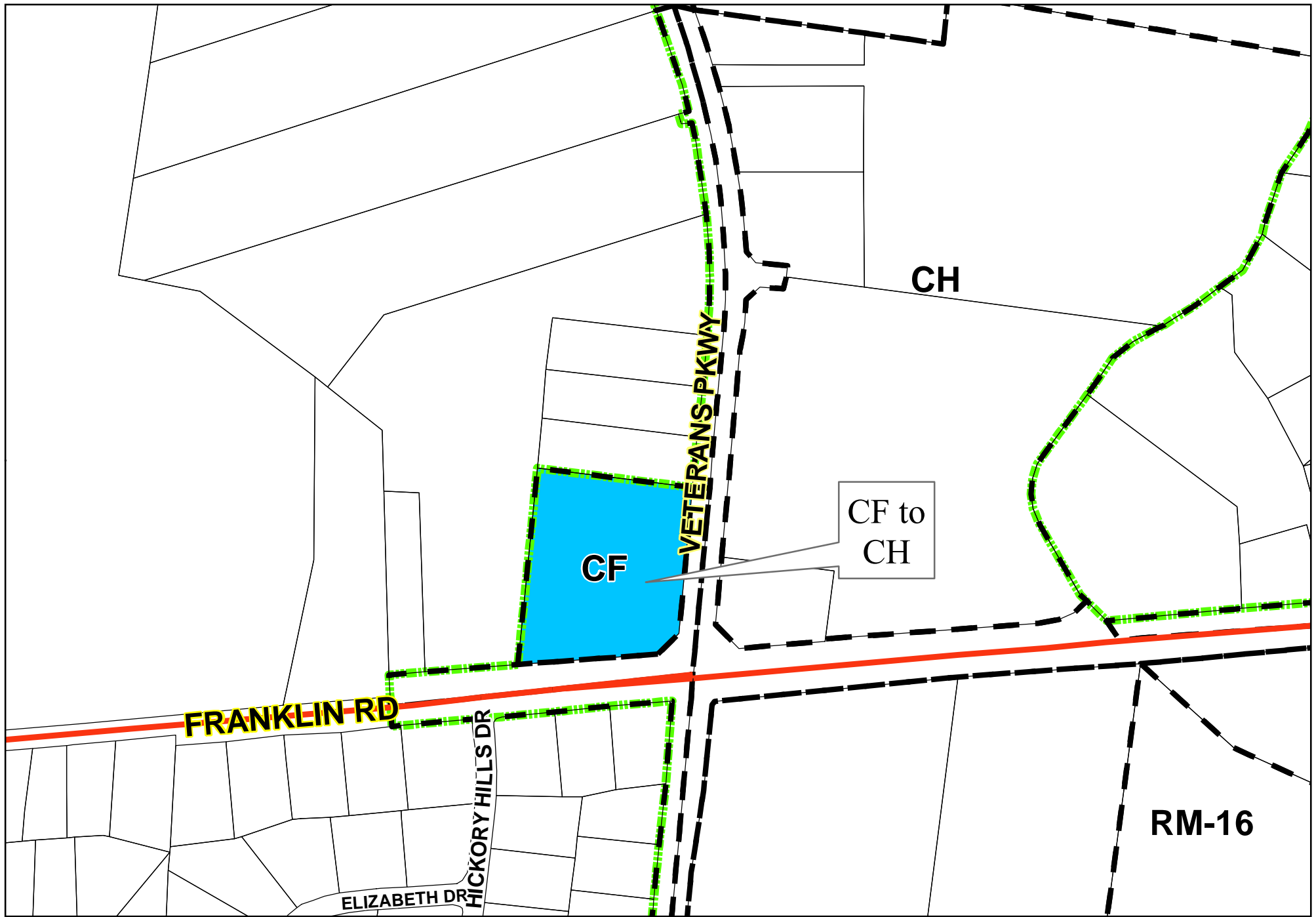
## **Public Hearing**

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing and then formulate a recommendation to the City Council.

## Murfreesboro 2035 – Future Land Use Map



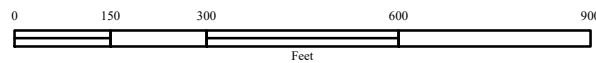




**Rezoning Request Along Franklin Road and Veterans Parkway**  
**CF to CH**



Path: \\gis\gisdata\planning\rezon\Franklin\_Veterans.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

Warren Russell voiced his concerns about the residential homes behind this location and how the residents would be viewing a large structure in their neighborhood. Would this proposal have lights? Mr. Perez answered no, it would not have lights.

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# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

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The applicant requests rezoning to CH (Highway Commercial District) for the subject property. In February 2018, the applicant submitted a site plan for a commercial center and gas station on the property. Upon learning that a minimum distance of 200 feet is required between a gas station in the CF zoning district and property zoned for residential use, the applicant applied for a variance from the Board of Zoning Appeals. (The subject property adjoins County RM-zoned property on the north and west.) The applicant subsequently withdrew the variance request and submitted a rezoning application. The CH zoning district would allow a gas station as a by-right use with no distance requirement beyond the standard minimum setbacks.

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# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

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Mr. Clyde Rountree was in attendance to represent the applicant.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman Kirt Wade closed the public hearing.

Vice Chairman asked Mr. Donald Anthony if staff was comfortable with this proposal. Mr. Anthony answered yes, this is a reasonable request. Continuing, Mr. Anthony made known in the future, there, would be a specific project for this property which would allow staff to provide comments and suggestions.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

Mr. Warren Russell made a motion to approve, seconded by Mr. Ken Halliburton.

The motion carried by unanimous vote in favor.

Zoning application [2018-403] for approximately 8.99 acres located along Old Fort Parkway to be rezoned from CH to PRD (Village at Old Fort PRD), Investment Partners LLC applicant. Mr. Donald Anthony began by describing the subject property located near the northwest corner of the intersection of Old Fort Parkway and Agripark Drive. The property includes an 8.99-acre portion of a 9.37-acre parcel (Tax Map 092, Parcel 34.00). The property is presently zoned CH (Highway Commercial District) and has frontage along Old Fort Parkway.

## **Previous Rezoning Request**

In February 2018, the applicant requested rezoning for the subject property to PRD (Planned Residential District) to allow a 192-unit multi-family residential development. The applicant subsequently withdrew the rezoning application, and a public hearing was not held for the request. Along with the subject property, the withdrawn PRD pattern book included an additional 0.72-acre parcel located at the terminus of Makayla Court; this parcel would have given the proposed development access to Agripark Drive via Makayla Court. The intersection of Agripark Drive and Old Fort Parkway is signalized.

## **Current Request for Rezoning to PRD**

The applicant has submitted a new request for rezoning to PRD to allow 143 single-family attached dwelling units (townhouses) on the subject property. The proposed development—tentatively named *Village at Old Fort*—would have a density of 15.91 dwelling units per acre. The development would include 27 structures, each consisting of four to six townhouses. Amenities would include a dog park, which would be located near the site's entrance on the northeast, and common open space, which would be located primarily around the perimeter of the site.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

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The current rezoning request does not include access to Makayla Court. Therefore, access to the development would be limited to an existing shared driveway connecting to Old Fort Parkway. The existing driveway is situated between a fast food restaurant and an auto parts store located at 2748 and 2720 Old Fort Parkway, respectively. The driveway currently serves as the restaurant's sole access to Old Fort Parkway; the neighboring auto parts store has separate access to Old Fort Parkway and does not connect to the shared driveway. The conceptual master plan included in the pattern book shows three possible future connections: two along the north side—including one that could potentially connect the development to Makayla Court—and one along the west side.

## Description of PRD

The proposed development will consist of 143 single-family attached dwelling units (townhouses). Each townhouse will include two bedrooms and will have between 1,086 and 1,182 square feet of floor area. At the standard ratio of 1.1 parking spaces per bedroom, a total of 315 parking spaces would be required to serve the development. As shown in the pattern book, the proposed development would include 335 parking spaces, all of which would be surface parking spaces. No garages are proposed as part of this development.

Proposed external setbacks for this development are 20 feet on all sides. Maximum building height would be 35 feet or two stories. As shown on the building elevations included on page 14 of the pattern book, cementitious siding would be the primary exterior material on all facades. Each building would feature varying rooflines and front façade projections to limit visual monotony.

A trash compactor, mail kiosk, dog park, and outdoor pavilion would be located near the front (northeast) of the development. Per the pattern book, approximately 35 percent of the site would be designated as common open space; approximately five percent of the site would be set aside as formal open space. Detention ponds would be located at the southeast and west sides of the development. Sidewalks would run parallel to all drive aisles including the shared driveway that connects to Old Fort Parkway.

## Staff Comments

After reviewing the proposed pattern book, staff provided constructive feedback to the applicant. Among the issues staff addressed during the review were building design, parking, access, and amenities. Each of these issues is discussed in detail below. The Planning Commission may wish to discuss these issues at or before the public hearing.

*Building design.* The sides of the proposed townhouse structures will be highly visible within the development. While windows have been added to the sides of each structure, the sides still lack definitive architectural articulation. The applicant should continue to work with staff and the Planning Commission during the site plan review process to incorporate design elements that increase architectural interest on the ends of the structures.

*Parking.* The proposed development does not include any garage parking spaces. Rather, surface parking rows line the development's internal street network. As noted in the *Description of PRD* section of this staff report, the minimum parking requirement for the proposed development would be 315 spaces. The pattern book proposes a total of 335 parking spaces, giving the development 20 spaces above the minimum requirement. No accessible spaces are shown on the site layout. If multiple spaces are converted to accessible spaces with required loading areas, the development could face a significant parking shortage.

**Access.** As shown in the pattern book, access to the site would be limited to a non-signalized shared driveway connection to Old Fort Parkway. Because of the heavy volume of traffic moving eastward toward Interstate 40 and many of Murfreesboro's employment and retail centers—especially during the rush hours—access to a signalized intersection could help residents of the proposed developments make left (eastward) turns onto Old Fort Parkway more safely and efficiently. The nearest signalized intersection is the Agripark Drive and Old Fort Parkway intersection, which lies to the east of the subject property. The applicant should work with adjacent property owners on Makayla Court to gain access to Agripark Drive, which would, in turn, allow access to the signalized intersection at Old Fort Parkway.

**Amenities.** The pattern book indicates that the development will include 3.1 acres of common open space. A dog park and pavilion appear to be the only designated formal open spaces. Additional amenities—such as a swimming pool, sports field or court, community building, playground, and/or outdoor seating area—could provide additional meeting places and recreational opportunities for residents of the development.

### **Adjacent Zoning and Land Uses**

All adjacent properties are zoned CH. Adjacent land uses include a self-service storage facility on the west and mixed retail and restaurant on the south. Properties to the north and east are presently undeveloped. Because of the adjacent commercial zoning, a Type A landscape buffer will be required along all property boundaries. The conceptual layout on page 13 of the attached pattern book shows the required buffer.

### **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that General Commercial is the most appropriate land uses for the subject property. The applicant's rezoning request is not consistent with the Land Use Plan's recommendations. The applicant should discuss this inconsistency with the Planning Commission and explain how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

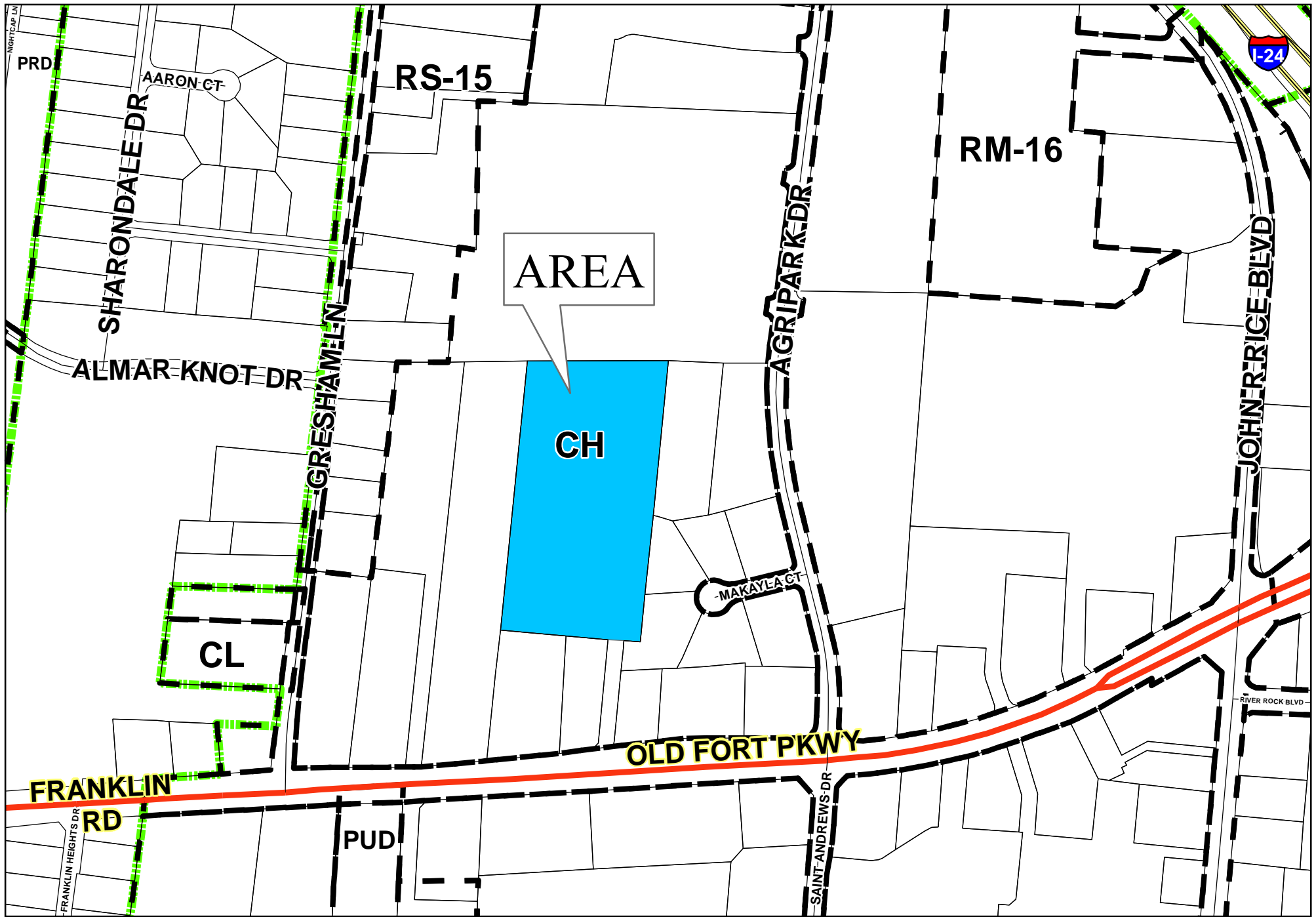
### **Public Hearing**

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing and then formulate a recommendation to the City Council.



## Murfreesboro 2035 – Future Land Use Map





# Rezoning Request for Property Along Old Fort Parkway and Makayla Court CH to PRD (Village at Old Fort PRD)



Path: \\gis\gisdata\planning\rezon\OFP\_McKaylaCt4\_2018.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





# VILLAGE AT OLD FORT

A REQUEST FOR REZONING TO A PLANNED RESIDENTIAL DISTRICT (PRD)

Murfreesboro, Tennessee

## Initial Submittal

March 29, 2018

## Resubmitted

April 12, 2018 for the April 18, 2018  
Planning Commission Workshop

## Resubmitted

April 25, 2018 for the May 2, 2018  
Planning Commission Public Hearing

## Resubmitted

June 4, 2018 for the June 14, 2018  
City Council Public Hearing

# SEC, Inc.

SEC Project #17298

## Investment Partners, LLC

commercial real estate / development



**SEC, Inc.**

Company Name: SEC, Inc.  
Profession: Planning/Engineering/Landscape Architecture  
Attn: Rob Molchan / Matt Taylor  
Phone: (615) 890-7901  
Email: [rmolchan@sec-civil.com](mailto:rmolchan@sec-civil.com) / [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)  
Web: [www.sec-civil.com](http://www.sec-civil.com)

*850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129*

**Investment  
Partners**,LLC  
commercial real estate / development

Company Name: Investment Partners, LLC  
Profession: Developers  
Attn: Bobby Kirby, Jewell Hale  
Phone: 931-607-8770  
Email: [bobby@investmentpartnersllc.com](mailto:bobby@investmentpartnersllc.com)  
Web: [www.investmentpartnersllc.com](http://www.investmentpartnersllc.com)

*114 S. Court Square  
P.O. Box 669  
McMinnville, TN 37111*



PROJECT SYNOPSIS..... 04

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ZONING MAP & 2035 LAND USE PLAN ..... 06

SUBDIVISION MAP ..... 07

UTILITIES MAP..... 08

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ARCHITECTURAL CHARACTERISTICS ..... 14

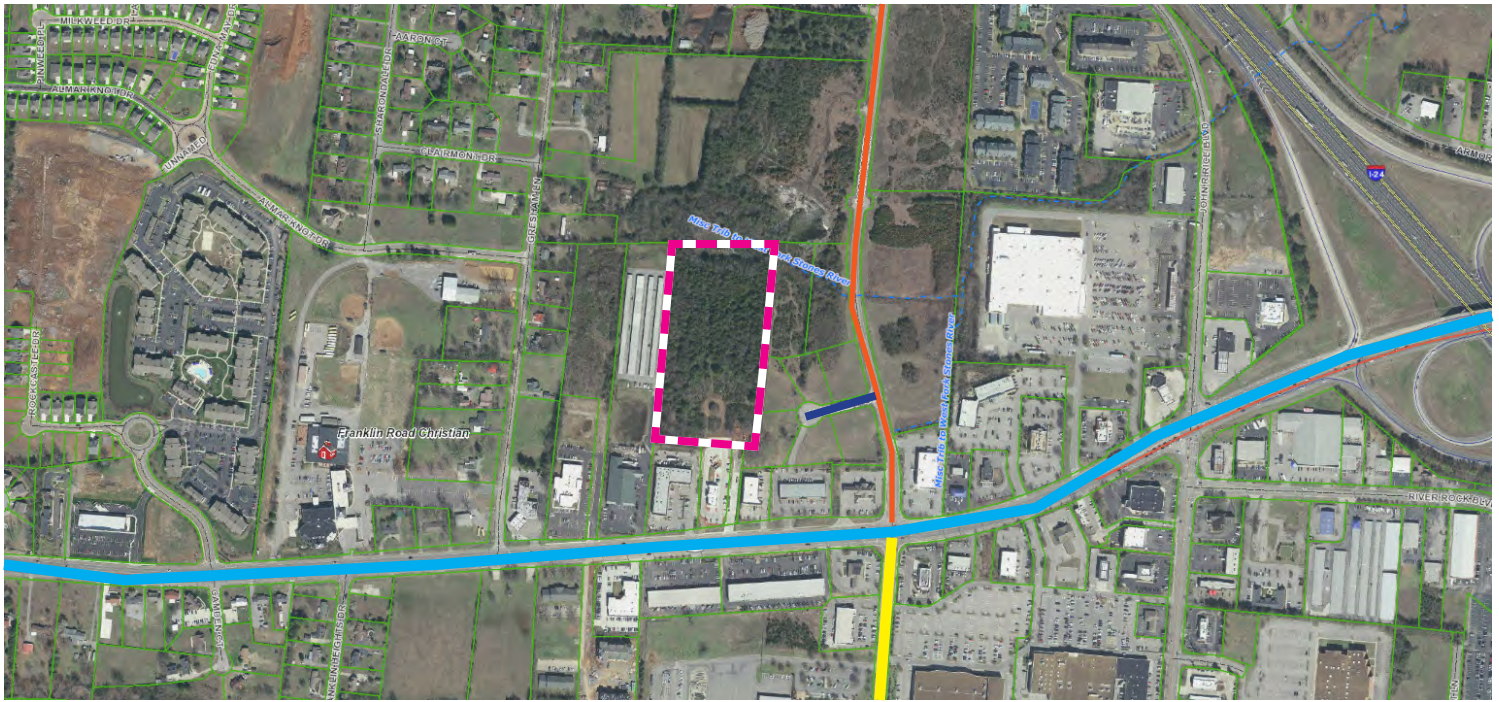
DEVELOPMENT STANDARDS ..... 15

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LANDSCAPE AND BUFFER STANDARDS ..... 18-19

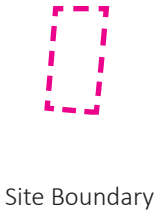
ZONING ORDINANCE SECTION 13 (D) (2) (a)..... 20-21



AERIAL PHOTOGRAPH OF THE SITE

Not To Scale 

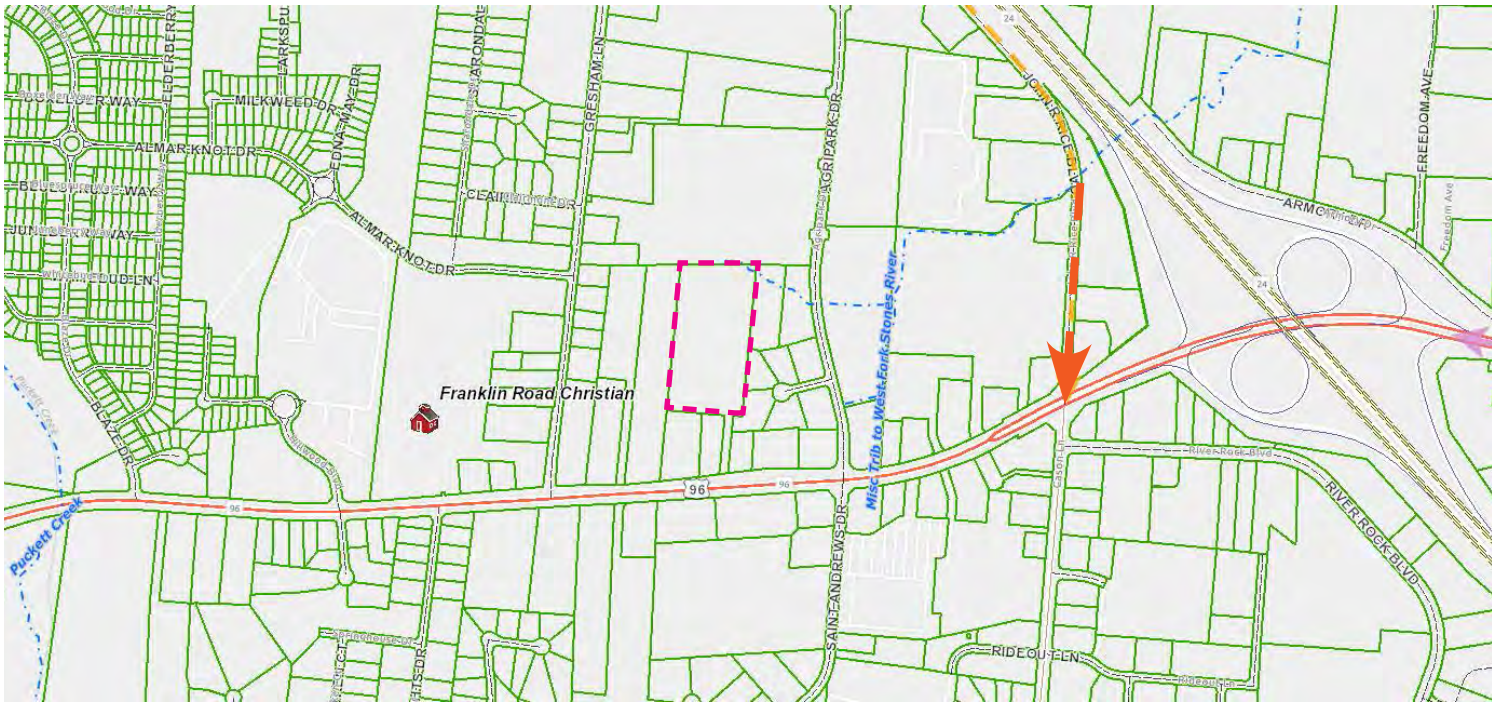
-  Highway 96
-  Saint Andrews Drive
-  Agripark Drive
-  Makayla Court



Investment Partners, LLC respectfully requests rezoning of the Murfreesboro 96 Partners property at 2744 Old Fort Parkway from Commercial Highway (CH) to Planned Residential District (PRD) in the City of Murfreesboro, TN to create Village at Old Fort PRD. The property is located along the northern side of Old Fort Parkway, and west of Agripark Drive and Makayla Court. The site is identified as Parcel 34.00 of Tax Map 92, which is approximately 8.99 acres.

This request for rezoning to PRD is to create Village at Old Fort. The development will consist of no more than 143 attached townhome units on 8.99 acres for an overall density of 15.91 dwelling units per acre. The units will be sold under a horizontal property regime. The proposed townhomes will range in size from 1,050 SF. up to 1,300 SF., and will consist of two bedroom units. The townhome buildings will be a mixture of 4, 5 and 6 units per building. The exteriors of the buildings will consist of primarily of Fiber Cement Board Siding. Parking for residents and guests will be provided in surface parking adjacent to the townhome buildings. The development will have over 30% of the site set aside for common and formal open space areas. The open spaces will have amenities such as; a pet park, a pavilion, a sitting area, a trail with benches, and a mail kiosk. The property will be linked together by a strong network of sidewalks to create pedestrian connectivity, as well as creating a recreational loop for the residents. The entrance to the development will be located off of Old Fort Parkway, through an existing shared access drive with the recently opened Burger King. This shared access drive is part of the overall development, however it is not part of this rezoning request. The main development signage will be located at the Highway 96 entrance. This site and common areas; which include building exteriors, parking areas, a mail kiosk, stormwater facilities, and all other property around the site, will be owned and maintained by the H.O.A.





## 2040 MAJOR THOROUGHFARE PLAN

Not To Scale 



Recommended Improvements (6 Lane Roadway)



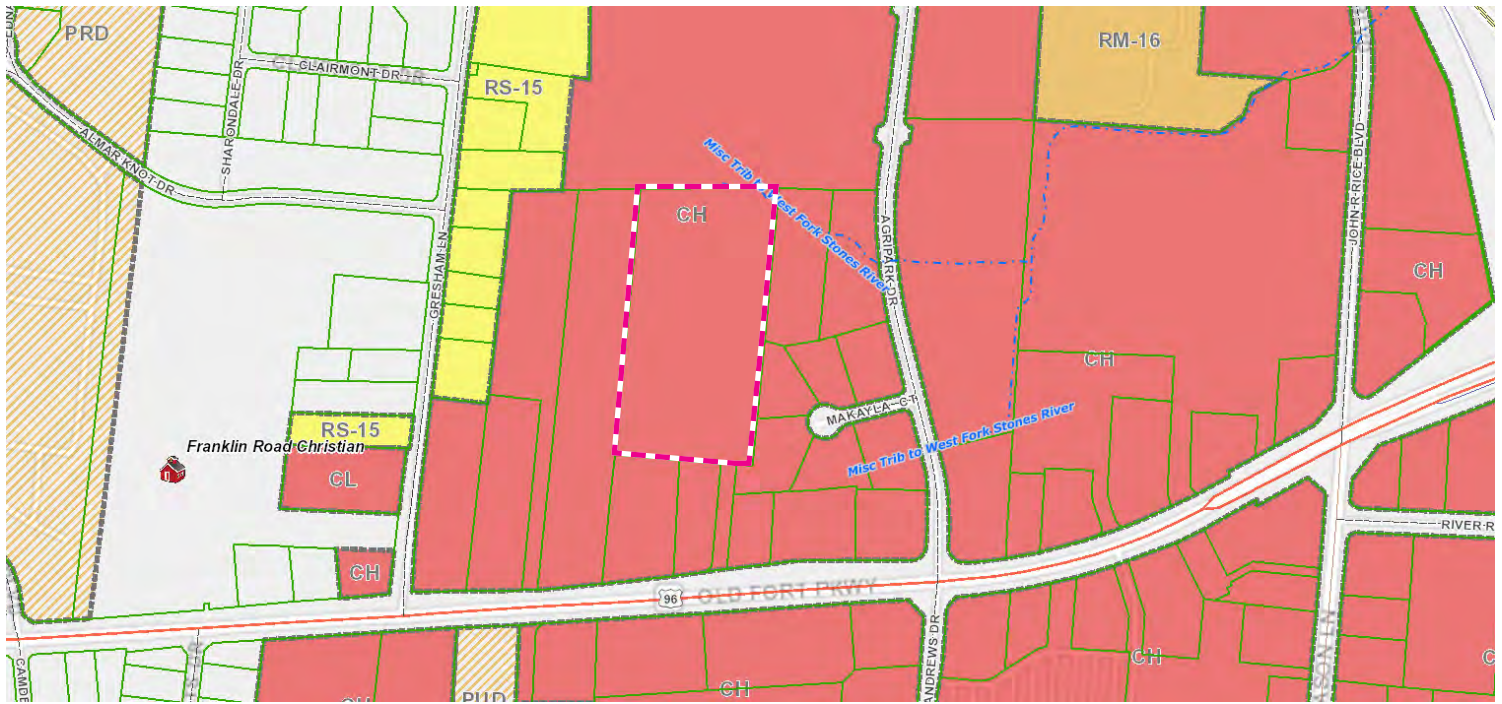
Committed Projects (3 Lane Roadway)



Site Boundary



The property has/will have access to the existing public right-of-way along Old Fort Parkway (Highway 96). Old Fort Parkway is not slated for improvements based on the 2040 Major Thoroughfare Plan. Old Fort Parkway is a 5-lane major arterial roadway, which serves as the primary east-west roadway between Franklin and Murfreesboro.

The main point of access to the Village at Old Fort will be off of Old Fort Parkway. This entrance will use an existing shared access drive to the east of the recently completed Burger King restaurant on Old Fort Parkway. The access drive onto Old Fort Parkway has been built to a 3-lane cross-section for proper vehicular ingress and egress into both properties. A sidewalk connection has also been provided from the existing sidewalk along Old Fort Parkway back to this proposed development.



## ZONING MAP

Not To Scale 

<b>RS-10</b>	Residential Single-Family (RS-10)	<b>CL</b>	Commercial Local (CL)
<b>RS-12</b>	Residential Single-Family (RS-12)	<b>CF</b>	Commercial Fringe (CF)
<b>RS-15</b>	Residential Single-Family (RS-15)	<b>CH</b>	Commercial Highway (CH)
<b>RM-16</b>	Residential Multi-Family (RM-16)		Planned Unit Development (PUD)
<b>RM-16</b>	Residential Zero Lot Line (RZ)		Planned Residential Development (PRD)



Site Boundary

The site is currently zoned Commercial Highway (CH) in the City of Murfreesboro. All adjacent properties are zoned Commercial Highway (CH) as well.




## 2035 Land Use Plan



The current Murfreesboro 2035 Future Land Use Plan proposes this site as an Auto Urban General Commercial Character Area (GC) land use. This type of land use is generally associated with highway-oriented commercial or business strip, with significant portions of the site devoted to vehicular drives and parking. The proposed Village at Old Fort deviates from the Land Use Plan, by providing a residential component to the area. The apartment land use type typically requires a large portion of the site to be dedicated to the automobile, which is the premise for the existing GC land use character area for this property. The proposed land use will be a cohesive part of the future land use plan for the area, while providing a residential component to complement the commercial uses along the Old Fort corridor. Residential units within walking distance to the commercial and business types of existing land uses will also help reduce some of the vehicular trips in this area of the city. Pedestrian access routes are already in place to allow for residents to walk to nearby stores and businesses.





SUBDIVISION MAP

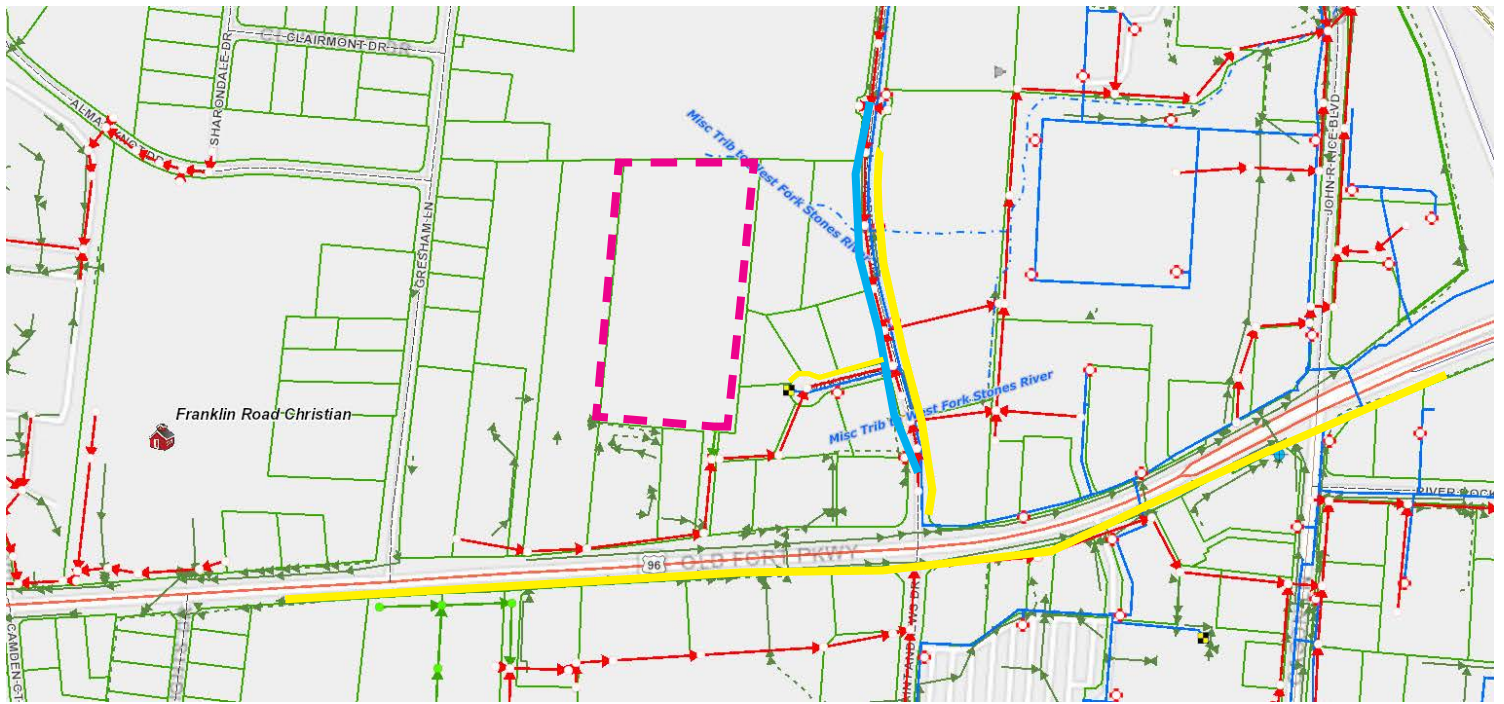
Not To Scale 

-  Stoneridge Farms at Hill Wood
-  Glendale



Site Boundary

The site currently is not located within the immediate vicinity of any subdivisions. The property is located behind the existing commercial frontage lots along Old Fort Parkway. This area is a mixture of retail, restaurant and office properties that line this major arterial roadway. The majority of the land north of the existing commercial properties along Old Fort Parkway is undeveloped land. This area is poised for a large amount of growth in the near future, due to the availability of property with existing roadways and utility infrastructure. This area will be conducive for not only retail and office growth, but also multi-family residential growth as evident with this proposed project. There have been a few other multi-family projects that have been recently completed or proposed for properties to the north of this site.



## UTILITY MAP

Not To Scale 

-  WATER
-  SEWER
-  STORMWATER

 ELECTRIC



Site Boundary



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" gravity sewer line at the end of the shared access drive next to Burger King. This 8" sewer line ties into a manhole in the access drive, where it merges into a 10" gravity line that runs east towards Makayla Court. The developer is responsible for connecting to the existing sanitary sewer service at the edge of the site, and will be responsible for extending the sewer into this property.

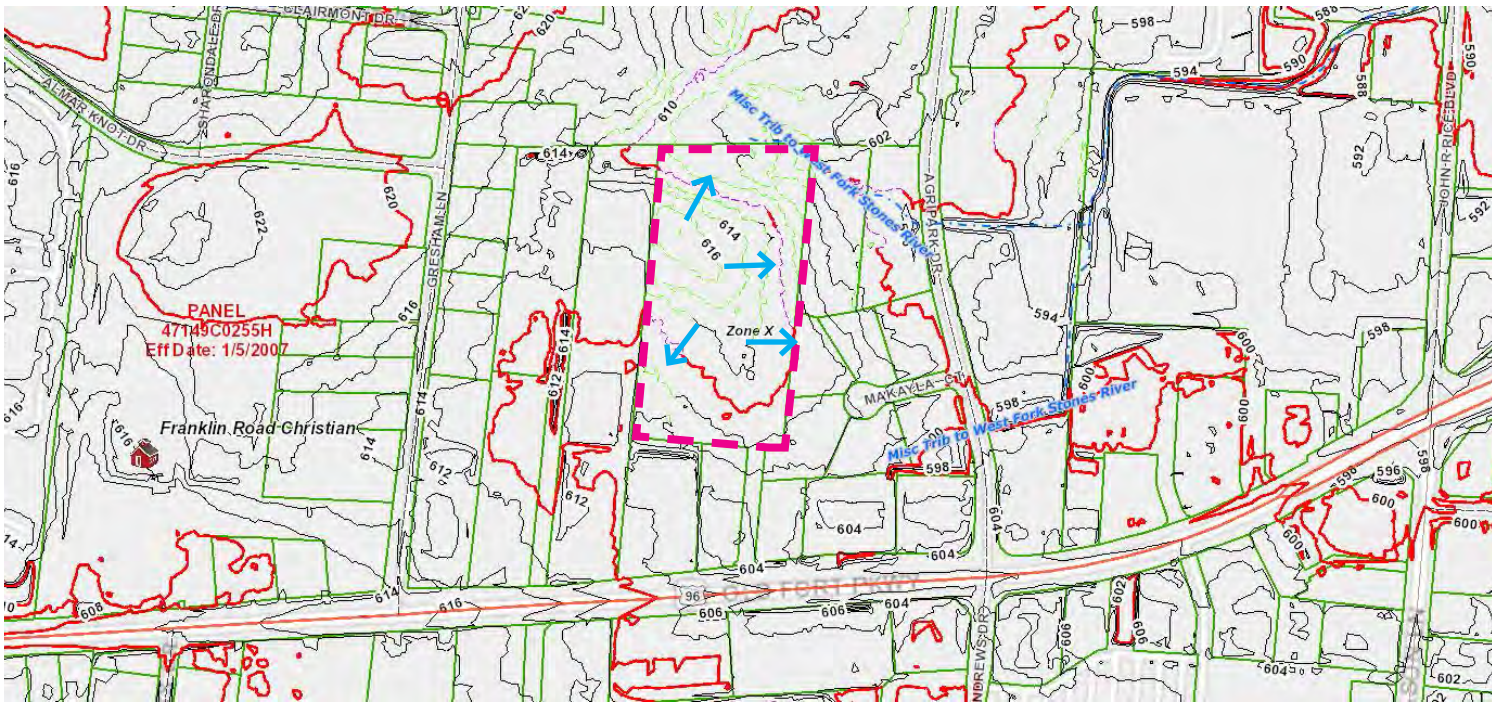


Water service will be provided by the Consolidated Utility District of Rutherford County. There is an existing water line along the northern ROW of Old Fort Parkway. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Electric service will be provided by the Middle Tennessee Electric Membership Corporation. Service will be extended from existing overhead electric lines along the northern ROW of Old Fort Parkway. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.





HYDROLOGY AND TOPOGRAPHY

Not To Scale

- ➡ WATER FLOW DIRECTION
- INTERMEDIATE CONTOURS
- INDEX CONTOURS



The topographic map above shows the site’s topographic high point generally along the upper portion of the northwestern property line of the site. The site then generally falls in two directions towards the northeast corner, and towards the southwest corner of the property. These two topographic low points are the stormwater outfall locations for the site. The proposed site plan will use these two locations for stormwater maintenance ponds. No portion of this property is located within a 100-year flood plain according to the current FEMA Map Panel 47149C0255H Effective Date: 1/5/2007.





- Old Fort Parkway (Highway 96)
- Agripark Drive
- Saint Andrews Drive
- Makayla Court



PHOTO DIRECTION MAP

Not To Scale



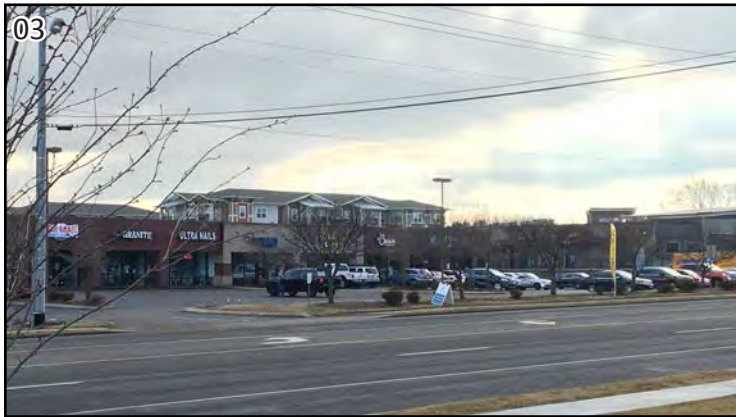




PHOTO DIRECTION MAP

Not To Scale

- Old Fort Parkway (Highway 96)
- Agripark Drive
- Saint Andrews Drive
- Makayla Court





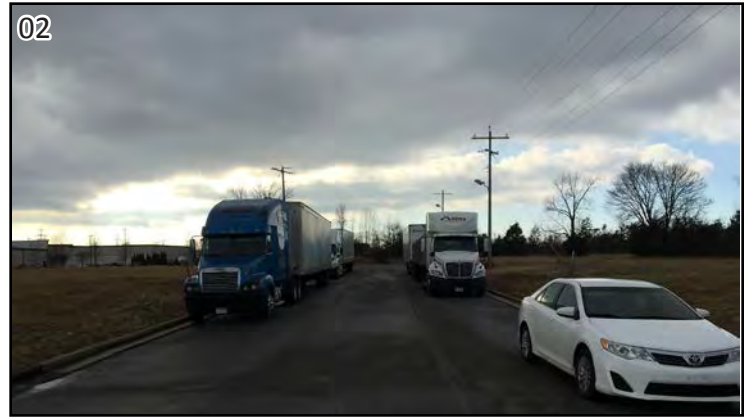


- Old Fort Parkway (Highway 96)
- Agripark Drive
- Saint Andrews Drive
- Makayla Court



PHOTO DIRECTION MAP

Not To Scale







<b>Site Data:</b>	
Total Land Area:	±8.99 Acres
Total Number of Units:	143
Yield: 143 Units/8.99 Acres =	±15.91 Units/Acre
<b>Open Space Calculations:</b>	
Total Open Space Required:	±1.80 Acres (20%)
Total Open Space Provided:	±3.11 Acres (35%)
Formal Open Space Required:	±0.45 Acres (5%)
Formal Open Space Provided:	±0.48 Acres (5.3%)
Stormwater (Detention)	±.51 Acres (5.7%)

<b>Parking Calculations:</b>	
Parking Required:	
2-Bedroom 143 Units X 2.2 Sp/Unit=	315 Spaces
Parking Provided:	
Surface Spaces:	335 Spaces (+20 Sp.)

- Buildings
- Open Space
- Detention
- Trash Compactor
- Pavement

- Site Data Notes:**
- The development of this site will comply with the minimum parking requirements in the Zoning Ordinance.
  - Open space and formal open space requirements will comply with the minimum requirements of the Murfreesboro Design Guidelines.
  - A Type 'A' Landscape Buffer shall be installed around the boundary of the site as per zoning ordinance as shown on the concept plan.

SEC, Inc.

SEC Project #17298 Murfreesboro, Tennessee



Architectural Characteristics:

- All buildings will be 2-story buildings, and building heights shall not exceed 35 feet in height.
- All dwelling units will have at least 2 bedrooms.
- The units will range in size from approximately 1,050 sf. up to 1,300 sf.
- All townhomes will be sold under a horizontal property regime.
- All the buildings will have eaves.
- All units will have a covered front porch or stoop.
- All units will have a patio area at the rear of the unit.
- All buildings will have multiple offsets on all elevations, varying roof lines, and windows on ends of buildings to avoid long uninterrupted facades or blank elevations.
- All exterior elevations will consist of a mixture of materials which will include: fiber-cement board siding, fiber-cement shake siding, architectural shingles, and architectural shutters.
- The exterior elevations provided are examples; Planning Commission will re-view and approve the elevations during site plan review. Actual elevations will vary.
- Building design, layout, and materials will adhere to standards set forth in the Murfreesboro Design Guidelines.

Building Materials:

Front Elevations: Fiber Cement Board Siding and Shake Siding  
Side and Rear Elevations: Fiber Cement Board Siding  
Trim and Soffit: Cement Fiber Board



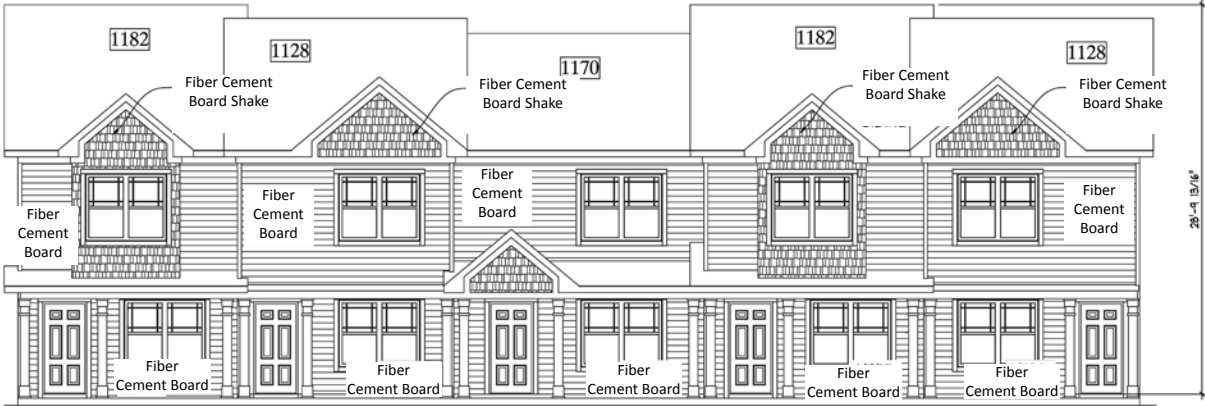
Example of Fiber Cement Board Siding  
(different colors and styles will be allowed, and to be approved by planning commission)



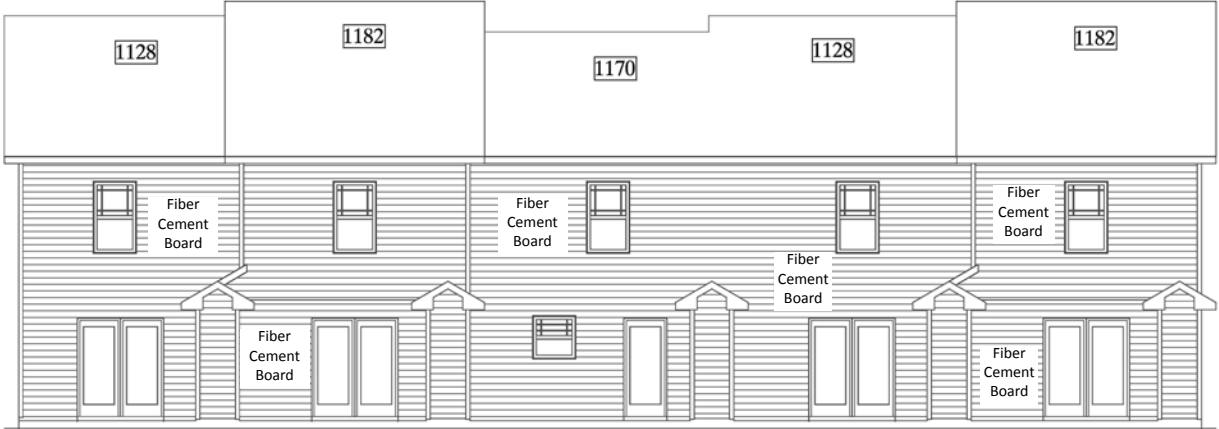
Example of the Fiber Cement Shake Siding  
(different colors and patterns will be allowed, and to be approved by planning commission)



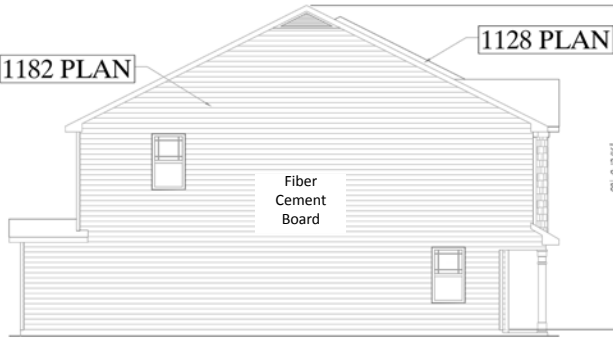
Example of Shingles  
(different colors and styles will be allowed, and to be approved by planning commission)



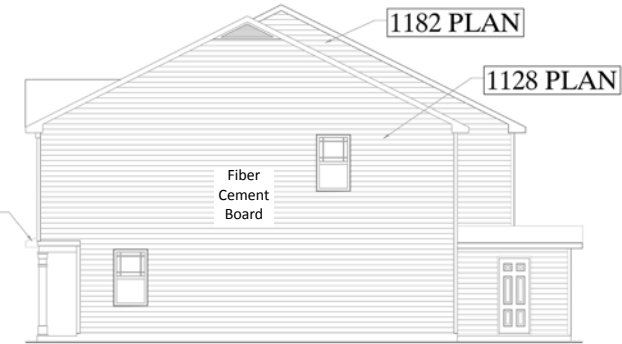
Front Building Elevation



Rear Building Elevation



Left Side Elevation



Right Side Elevation



EXISTING EXAMPLE OF THE PROPOSED TOWNHOMES

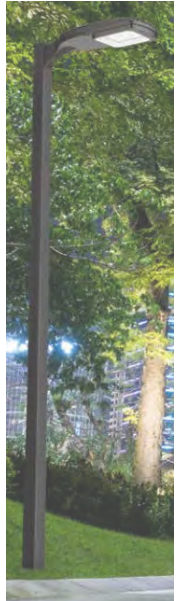
**Note:**  
Side elevations facing parking areas and open spaces will have windows where applicable, this will be based on final floor plans provided with site plan approval. Windows on side elevations may or may not be applicable based on final floor plans. Vertical landscape plantings will be installed to provide additional character to side elevations facing parking and open space areas. Adjacent side elevations of buildings facing each other are not required windows or landscaping.

\*The elevations of the buildings will vary across the development. The images on this page are meant to convey the general appearance and functionality of the buildings.



## **Development Standards:**

- 143 townhome units with 2 bedrooms.
- The units will range in size from 1,050 SF. to 1,300 SF.
- All units to be sold under a horizontal property regime.
- Buildings will be a maximum of 2-stories in height, up to 35 feet in height.
- The main entrance off of Old Fort Parkway will have an entrance sign constructed of masonry materials and anchored by landscaping and lighting.
- All parking areas and sidewalks will be private and maintained by the H.O.A.
- All mechanical equipment (i.e. HVAC and transformers) shall be screened
- All on-site utilities will be underground.
- Any solid waste enclosures will be constructed of materials consistent with building architecture. They will be at least 8 feet tall with opaque gates and enhanced with landscaping.
- Solid waste service will be provided by a private hauler through a community trash compactor. Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- All open space areas, aside from detention areas, will be landscaped, sodded and irrigated. The site shall be landscaped to the standards set forth in the Murfreesboro Zoning Ordinance Section 27.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- The property owner will properly maintain the open space, community amenities, and exteriors of all the buildings.
- Parking for the residential units will comply with the City of Murfreesboro requirements
- All on-site drive aisles and parking spaces will be designed to comply with the City of Murfreesboro design standards.
- All parking areas will have curbing.
- Sidewalks will be provided along parking areas and throughout the development to create a pedestrian friendly community.
- Mail service will be provided via a mail kiosk for all postal deliveries
- Parking lot and pedestrian lighting and will conform with Murfreesboro lighting standards to prevent light pollution.
- Development signage will be located at the Old Fort Parkway entrance on the western side of the shared access drive. The development signage will be anchored with landscaping and lighting.



Lighting  
Example

## **Minimum Building Setbacks to Site Boundary:**

Front: 20 Feet  
Sides: 20 Feet  
Rear: 20 Feet

## **Minimum Building Setbacks Internal to the Site:**

Front: 10-feet from parking and drive aisles  
Side: 10-feet between buildings, and from parking and drive aisles  
Rear: 10-feet between buildings



Development Signage Example





Old Fort Parkway Entrance

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways in or around this development are slated for improvements. Old Fort Parkway is a major arterial roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 5-lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

As stated above, the primary means of ingress/egress from this site will be onto Old Fort Parkway, via a shared access drive that was constructed with the Burger King to the south of the property. The shared access drive is a 2-lane driveway, till it widens out to a 3-lane cross-section at Old Fort Parkway. Here there are dedicated left and right turn lanes onto Old Fort, and a single lane into the site from the roadway.

The project is proposing three stub drives to adjacent properties for future shared access connections to existing or future roadways in the area. The two stub drives along the eastern boundary, will potentially allow for shared access back to Agripark Drive and Makayla Court. While the stub drive leading to the north will allow for interconnectivity with any future development to the north of this property. The property to the north could potentially allow for access back to Gresham Land and Agripark Drive.

All private drives and parking lots will be built in accordance with the Murfreesboro Street Standards.



Driveway Stubs to Adjacent Properties





- A Pet Park
- B Trash Compactor
- C Mail Kiosk
- D Sitting Area
- E Pavillion
- F Walking Trail
- G Grilling Area

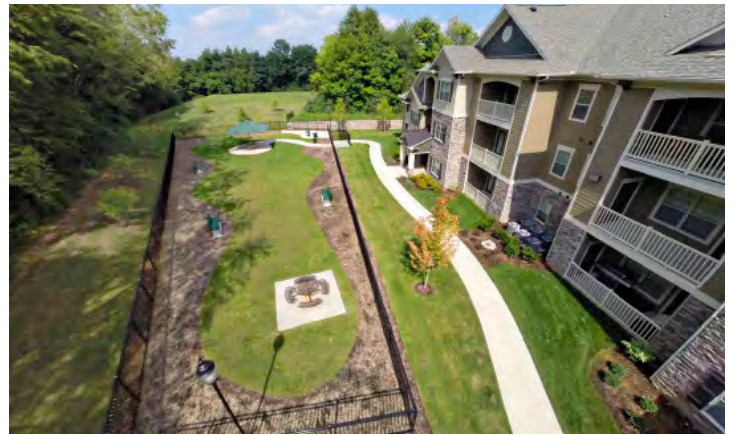
LOCATION MAP - AMENITIES

Not To Scale

With this request, Village at Old Fort will be dedicating over 3.11 acres (over 30% of the site) to open space. The project will also include 0.48 acres (5.3%) of Formal Open Space. The formal open spaces will include amenities such as; a pet park, a pavilion, a sitting area with benches, a walking trail with benches, outdoor grilling areas, and a mail kiosk. Sidewalks will be located along all the parking areas to provide pedestrian circulation through the development to each of the residential buildings. The internal sidewalks will tie into an existing sidewalk along the shared entrance access drive, which links the site back to the sidewalk along the northern side of Old Fort Parkway.



Mail Kiosk Example



Pet Park Example



Pavilion Example



Outdoor Grilling Area Example





LAWN

TYPE 'A'  
BUFFER



not to scale

### LANDSCAPE MATERIALS SAMPLE: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea

- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM/ Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum* x *pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

### LANDSCAPE MATERIALS SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



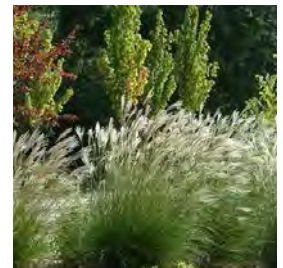
(C)



(D)



(E)



(F)

### LANDSCAPE MATERIALS SAMPLES: GROUNDCOVERS



(G)



(H)



(I)



(J)



### **TYPE 'A' LANDSCAPE BUFFER MATERIALS SAMPLES: EVERGREEN TREES**



(K)



(L)



(M)

### **TYPE 'A' LANDSCAPE BUFFER MATERIALS SAMPLES: SHRUBS**



(N)



(O)

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

#### **Landscaping Characteristics:**

- Public rights-of-way screened from parking by use of landscaping and/or berming.
- The north, south, east, and west side of the property will have a 10 foot wide Type 'A' Landscape Buffer planted consisting of a mix of canopy trees, ornamental trees, and evergreen trees to screen the adjacent properties. Evergreen trees will be a minimum of 6 feet tall at the time of planting.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The base of all buildings will have a landscape bed of a least 3-feet along the front and sides of buildings fronting onto parking and open space areas. This will enhance the overall character of the development. The planting beds along the sides of the buildings will not be required in-between buildings. The front landscape bed shall turn the front corner of the buildings, and then terminate just past the front corner of the buildings
- Vertical landscape planting shall be used to soften side elevations that front onto parking and open space areas.
- A minimum 10 feet of landscape area between parking and all property lines
- Landscaping will be in conformance with Section 27 of the City of Murfreesboro's Zoning Ordinance.

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

**Response:** An exhibit is given on Page 8 along with descriptions of each.

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

**Response:** Exhibits are shown on Page 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area on Page 4.

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

**Response:** Exhibits and photographs on Page 4 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

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

**Response:** The attached Page 13 lists standards and exhibits showing the concept plan which shows each of these items.

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

**Response:** The attached Page 13 lists standards and exhibits showing the concept plan which shows each of these items.

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

TOTAL SITE AREA	408,497 s.f.
TOTAL MAXIMUM FLOOR AREA	165,880 s.f.
TOTAL LOT AREA	NA s.f.
TOTAL BUILDING COVERAGE	84,839 s.f.
TOTAL DRIVE/ PARKING AREA	113,319 s.f.
TOTAL RIGHT-OF-WAY	NA s.f.
TOTAL LIVABLE SPACE	294,339 s.f.
TOTAL OPEN SPACE	35,471 s.f.
FLOOR AREA RATIO (F.A.R.)	.41
LIVABILITY SPACE RATIO (L.S.R.)	.51
OPEN SPACE RATIO (O.S.R.)	.79

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

**Response:** The property is currently zoned CH. The surrounding area has a mixture of retail and business properties, along with vacant CH zoned properties. The concept plan and development standards combined with the architectural requirements of the apartments within this booklet align and closely mimic the type of developments of surrounding apartment developments.

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

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

**Response:** This development is proposed to be completed in one phase.

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

**Response:** This requirement has been addressed on Page 15.

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

**Response:** The applicant is requesting the following exceptions with this PRD.

MINIMUM SETBACKS	RM-16	PRD	DIFFERENCE
Front Setback (Southern Boundary)	40.0'	20.0'	-20.0'
Side Setback (Western Boundary)	25.0'	20.0'	-5.0'
Side Setback (Eastern Boundary)	25.0'	20.0'	-5.0'
Rear Setback (Northern Boundary)	25.0'	20.0'	-5.0'
Maximum Gross Density	144 Units	143 Units	-1 Units
Maximum Building Height	45.0'	35.0'	-10.0'

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

**Response:** This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H Eff. Date 01/05/2007.

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

**Response:** Pages 5 & 16 discusses the Major Thoroughfare Plan.

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

**Response:** The primary representative is Rob Molchan of SEC, Inc. Developer/ applicant is Investment Partners, LLC. Contact info for both is provided on Page 2.

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

**Response:** Pages 14 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

**Response:** Examples of entrance signage are located on Page 17 and a description is on Page 15 and Page 17.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

Mr. Warren Russell made a motion to approve, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Zoning application [2018-403] for approximately 8.99 acres located along Old Fort Parkway to be rezoned from CH to PRD (Village at Old Fort PRD), Investment Partners LLC applicant. Mr. Donald Anthony began by describing the subject property located near the northwest corner of the intersection of Old Fort Parkway and Agripark Drive. The property includes an 8.99-acre portion of a 9.37-acre parcel (Tax Map 092, Parcel 34.00). The property is presently zoned CH (Highway Commercial District) and has frontage along Old Fort Parkway.

## **Previous Rezoning Request**

In February 2018, the applicant requested rezoning for the subject property to PRD (Planned Residential District) to allow a 192-unit multi-family residential development. The applicant subsequently withdrew the rezoning application, and a public hearing was not held for the request. Along with the subject property, the withdrawn PRD pattern book included an additional 0.72-acre parcel located at the terminus of Makayla Court; this parcel would have given the proposed development access to Agripark Drive via Makayla Court. The intersection of Agripark Drive and Old Fort Parkway is signalized.

## **Current Request for Rezoning to PRD**

The applicant has submitted a new request for rezoning to PRD to allow 143 single-family attached dwelling units (townhouses) on the subject property. The proposed development—tentatively named *Village at Old Fort*—would have a density of 15.91 dwelling units per acre. The development would include 27 structures, each consisting of four to six townhouses. Amenities would include a dog park, which would be located near the site's entrance on the northeast, and common open space, which would be located primarily around the perimeter of the site.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

The current rezoning request does not include access to Makayla Court. Therefore, access to the development would be limited to an existing shared driveway connecting to Old Fort Parkway. The existing driveway is situated between a fast food restaurant and an auto parts store located at 2748 and 2720 Old Fort Parkway, respectively. The driveway currently serves as the restaurant's sole access to Old Fort Parkway; the neighboring auto parts store has separate access to Old Fort Parkway and does not connect to the shared driveway. The conceptual master plan included in the pattern book shows three possible future connections: two along the north side—including one that could potentially connect the development to Makayla Court—and one along the west side.

## **Description of PRD**

The proposed development would consist of 143 single-family attached dwelling units (townhouses). Each townhouse would include two bedrooms and would have between 1,086 and 1,182 square feet of floor area. At the standard ratio of 1.1 parking spaces per bedroom, a total of 315 parking spaces would be required to serve the development. As shown in the pattern book, the proposed development would include 335 parking spaces, all of which would be surface parking spaces. No garages are proposed as part of this development.

Proposed external setbacks for this development are 20 feet on all sides. Maximum building height would be 35 feet or two stories. As shown on the building elevations included on page 14 of the pattern book, cementitious siding would be the primary exterior material on all facades. Each building would feature varying rooflines and front façade projections to limit visual monotony.

A trash compactor, mail kiosk, dog park, and outdoor pavilion would be located near the front (northeast) of the development. Per the pattern book, approximately 35 percent of



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

the site would be designated as common open space; approximately five percent of the site would be set aside as formal open space. Detention ponds would be located at the southeast and west sides of the development. Sidewalks would run parallel to all drive aisles including the shared driveway that connects to Old Fort Parkway.

## **Staff Comments**

After reviewing the proposed pattern book, staff provided constructive feedback to the applicant. Among the issues staff addressed during the review were building design, parking, access, and amenities. Each of these issues have been provided in detail below.

*Building design.* The sides of the proposed townhouse structures would be highly visible within the development. While windows have been added to the sides of each structure, the sides still lack definitive architectural articulation. The applicant should continue to work with staff and the Planning Commission during the site plan review process to incorporate design elements that increase architectural interest on the ends of the structures.

*Parking.* The proposed development does not include any garage parking spaces. Rather, surface parking rows line the development's internal street network. As noted in the *Description of PRD* section of this staff report, the minimum parking requirement for the proposed development would be 315 spaces. The pattern book proposes a total of 335 parking spaces, giving the development 20 spaces above the minimum requirement. No accessible spaces are shown on the site layout. If multiple spaces are converted to accessible spaces with required loading areas, the development could face a significant parking shortage.

*Access.* As shown in the pattern book, access to the site would be limited to a non-signalized shared driveway connection to Old Fort Parkway. Because of the heavy



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

volume of traffic moving eastward toward Interstate 24 and many of Murfreesboro's employment and retail centers—especially during the rush hours—access to a signalized intersection could help residents of the proposed developments make left (eastward) turns onto Old Fort Parkway more safely and efficiently. The nearest signalized intersection is the Agripark Drive and Old Fort Parkway intersection, which lies to the east of the subject property. The applicant should work with adjacent property owners on Makayla Court to gain access to Agripark Drive, which would, in turn, allow access to the signalized intersection at Old Fort Parkway.

*Amenities.* The pattern book indicates that the development would include 3.1 acres of common open space. A dog park and pavilion appear to be the only designated formal open spaces. Additional amenities—such as a swimming pool, sports field or court, community building, playground, and/or outdoor seating area—could provide additional meeting places and recreational opportunities for residents of the development.

## **Adjacent Zoning and Land Uses**

All adjacent properties are zoned CH. Adjacent land uses include a self-service storage facility on the west and mixed retail and restaurant on the south. Properties to the north and east are presently undeveloped. Because of the adjacent commercial zoning, a Type A landscape buffer would be required along all property boundaries. The conceptual layout on page 13, of the applicant's pattern book shows the required buffer.

## **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that General Commercial is the most appropriate land uses for the subject property. The applicant's rezoning request is not consistent with the Land Use Plan's recommendations. The applicant should discuss this inconsistency with the Planning Commission and explain how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

Mr. Rob Molchan, Mr. Bobby Kirby and Mr. Jewell Hale were in attendance to represent the applicant. Mr. Molchan came forward to begin a power point presentation to explain the applicant's pattern book. Mr. Molchan stated they feel this proposal is an appropriate use of the property because it would provide an opportunity for a residential component to the area with other residential pieces nearby. This proposal would be a good opportunity to utilize the residential component because of the walkability to the surrounding commercial developments. The price range for the units would be around \$200,000. The units would be affordable and esthetically pleasing. The Home Owners Association would maintain all internal roadway, structures, and parking areas.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Vice Chairman closed the public hearing.

Mr. Warren Russell voiced his concerns regarding this proposal as being the following:

- Typically, we do not approve a development this size with only one way in or one way out. What is the position on this?
- Coming off of Old Fort Parkway this development would be in an area of high volume of traffic. How would this be addressed?
- Has the applicant provided a traffic study with this proposal?

Mr. Ram Balachandran came forward making known this development would have a build out proposal. The applicants have included stub streets for future access to signalized locations. Continuing, Mr. Balachandran explained Highway 96 is a five-lane roadway. There would be breaks in traffic with the signals at Agripark Drive, Gresham Lane and Saint Andrews Drive.

Vice Chairman Kirt Wade asked if the patios at the back of the units would have gates? Mr. Molchan answered they are not gated patios. Instead, each unit would have a divider



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

between the sides which includes a storage area. Continuing, Vice Chairman Kirt Wade complimented the applicant's for developing great projects in Murfreesboro. He requested for the applicants to continue with their great projects with this proposal.

**Ms. Kathy Jones made a motion to approve, seconded by Mr. Ken Halliburton.**

**There was one no vote made by Mr. Warren Russell. The motion passed.**

Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use [2018-801]; pertaining to site plan review and minimum parking requirements for outdoor seating areas, commercial centers, and neighborhood shopping centers, City of Murfreesboro Planning Department applicant. Mr. Donald Anthony began by making known the proposed revision to the *Murfreesboro Zoning Ordinance* has four components. These relate to site plan review, parking for outdoor seating areas, the required minimum commercial center parking ratio, and the required minimum neighborhood shopping center parking ratio.

## **Site Plan Review**

Section 7(H) of the *Zoning Ordinance* would be amended to remove a recently superseded requirement that appeals to administrative site plan decisions must be directed to the Board of Zoning Appeals. A *Zoning Ordinance* amendment adopted in 2017, gave the Planning Commission the authority to review such appeals.

## **Outdoor Seating**

Section 26(C)(2) of the *Zoning Ordinance* would be amended to clarify that certain land uses are required to provide parking for all outdoor seating areas. These uses include bars and taverns, commercial centers, restaurants of various types, and shopping



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 2, 2018**

- 3.i. **Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use [2018-801]; pertaining to site plan review and minimum parking requirements for outdoor seating areas, commercial centers, and neighborhood shopping centers, City of Murfreesboro Planning Department applicant.**

This proposed revision to the *Murfreesboro Zoning Ordinance* has four components. These relate to site plan review, parking for outdoor seating areas, the required minimum commercial center parking ratio, and the required minimum neighborhood shopping center parking ratio.

**Site Plan Review**

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**Outdoor Seating**

Section 26(C)(2) of the *Zoning Ordinance* would be amended to clarify that certain land uses are required to provide parking for all outdoor seating areas. These uses include bars and taverns, commercial centers, restaurants of various types, and shopping centers. With this amendment, the same ratio that applies to indoor seating would apply to outdoor seating as well.

**Commercial Center Parking Ratio**

Chart 4 of the *Zoning Ordinance* would be revised to require a minimum parking ratio of one parking space for every 225 square feet of floor area in a commercial center. Presently, one space is required for every 250 square feet of floor area. The amended ratio would result in an eleven percent increase in the number of parking spaces for most commercial centers.

## **Neighborhood Shopping Center Parking Ratio**

Chart 4 of the *Zoning Ordinance* would be revised to require a minimum parking ratio of one parking space for every 250 square feet of floor area in a neighborhood shopping center. Presently, one space is required for every 275 square feet of floor area. The amended ratio would result in a ten percent increase in the number of parking spaces for most neighborhood shopping centers.

## **Public Hearing**

Staff will be available at the Planning Commission meeting to discuss the proposed *Zoning Ordinance* revision. The Planning Commission should conduct a public hearing and then formulate a recommendation to the City Council.

**ORDINANCE 18-O-\_\_\_** amending Murfreesboro City Code Appendix A—Zoning, Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use; pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers, City of Murfreesboro Planning Department, applicant [2018-801].

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

SECTION 1. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (H) by deleting it in its entirety and substituting in lieu thereof the following:

“(H) Reserved.”

SECTION 2. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended at subsection (C)(2) by adding a new subsection (f) as follows:

“(f) Parking spaces shall be provided in accordance with the ratios set forth in Chart 4, Required Off-Street Parking and Queuing Spaces by Use, for all outdoor seating areas for the following uses:  
bar or tavern;  
commercial center;  
restaurant, night club, tavern or cocktail lounge;  
restaurant, drive-in;  
restaurant, specialty;  
restaurant, specialty-limited;  
shopping center, community;  
shopping center, neighborhood; and  
shopping center, regional.”

SECTION 3. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended under the column “Number of Parking and Queuing Spaces Required” at the subsection “Commercial” as follows:

- (a) In the “Commercial center” row, remove “250” and substitute in lieu thereof “225”.
- (b) In the “Shopping center, neighborhood” row, remove “275” and substitute in lieu thereof “250”.

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:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018**

between the sides which includes a storage area. Continuing, Vice Chairman Kirt Wade complimented the applicant's for developing great projects in Murfreesboro. He requested for the applicants to continue with their great projects with this proposal.

**Ms. Kathy Jones made a motion to approve, seconded by Mr. Ken Halliburton. There was one no vote made by Mr. Warren Russell. The motion passed.**

**Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use [2018-801]; pertaining to site plan review and minimum parking requirements for outdoor seating areas, commercial centers, and neighborhood shopping centers, City of Murfreesboro Planning Department applicant.** Mr. Donald Anthony began by making known the

proposed revision to the *Murfreesboro Zoning Ordinance* has four components. These relate to site plan review, parking for outdoor seating areas, the required minimum commercial center parking ratio, and the required minimum neighborhood shopping center parking ratio.

## **Site Plan Review**

Section 7(H) of the *Zoning Ordinance* would be amended to remove a recently superseded requirement that appeals to administrative site plan decisions must be directed to the Board of Zoning Appeals. A *Zoning Ordinance* amendment adopted in 2017, gave the Planning Commission the authority to review such appeals.

## **Outdoor Seating**

Section 26(C)(2) of the *Zoning Ordinance* would be amended to clarify that certain land uses are required to provide parking for all outdoor seating areas. These uses include bars and taverns, commercial centers, restaurants of various types, and shopping



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 2, 2018

centers. With this amendment, the same ratio that applies to indoor seating would apply to outdoor seating as well.

## **Commercial Center Parking Ratio**

Chart 4, of the *Zoning Ordinance* would be revised to require a minimum parking ratio of one parking space for every 225 square feet of floor area in a commercial center. Presently, one space is required for every 250 square feet of floor area. The amended ratio would result in an eleven percent increase in the number of parking spaces for most commercial centers.

## **Neighborhood Shopping Center Parking Ratio**

Chart 4, of the *Zoning Ordinance* would be revised to require a minimum parking ratio of one parking space for every 250 square feet of floor area in a neighborhood shopping center. Presently, one space is required for every 275 square feet of floor area. The amended ratio would result in a ten percent increase in the number of parking spaces for most neighborhood shopping centers.

Continuing, Mr. Anthony explained these classifications give some relief on parking to multi-tenant centers that includes restaurant components. In addition, this allows a break by recognizing not all of the tenants are conducting business at the same time. Staff would like to for this proposal to be approved to see if the parking ratio is improved. However, if we continue to have the same complaints with these changes staff can revisit this issue again. Staff wants to be proactive regarding parking spaces.

Vice Chairman Kirt Wade opened the public hearing. No one came forward to speak for or against the proposed amendments; therefore, Vice Chairman Kirt Wade closed the public hearing.

**Ms. Kathy Jones made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.**



**ORDINANCE 18-OZ-24** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 5.8 acres along Osborne Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District; Randy Friedsam, applicant [2018-411].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Ten (RS-10) 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 be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL

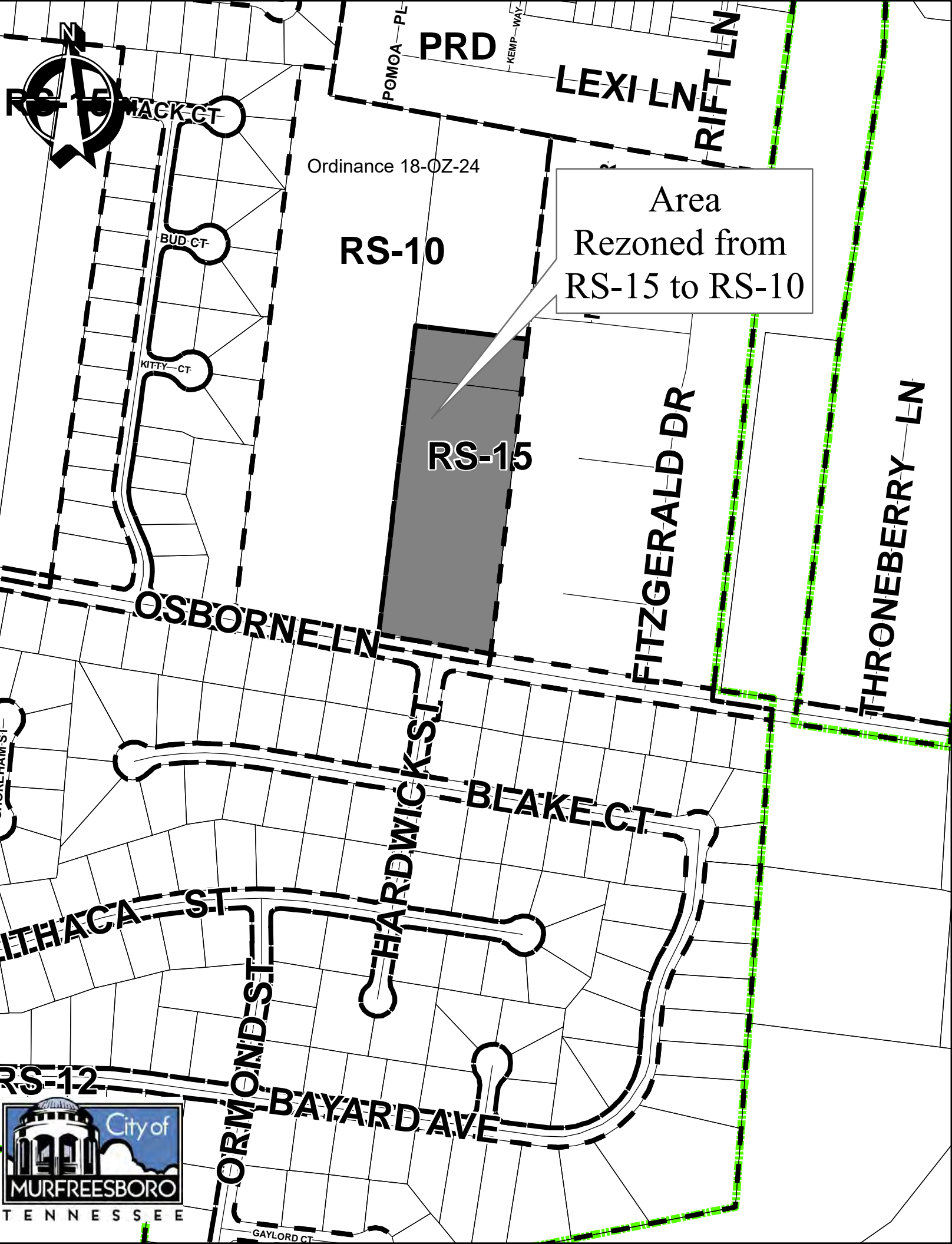


Ordinance 18-OZ-24

Area  
Rezoned from  
RS-15 to RS-10

RS-10

RS-15



**ORDINANCE 18-OZ-25** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 5.01 acres in the Planned Residential Development (PRD) District located along Conhocken Court (Oak Haven PRD) as indicated on the attached map; Courtland Coleman, applicant [2018-413].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of increasing the number of single-family attached dwelling units (townhouses) from 26 to 31.

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

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

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL





Ordinance 18-OZ-25

VILLANOVA PL

FRANKLIN HEIGHTS DR

SWARTHMORE CT

CONHOCKEN CT

PRD

PRD  
Amended

RS-12

LESLIE LN

RS-12

RS-12

RS-10

RS-10

PRECIOUS AVE

RS-12

RS-8

RS-10

RS-10

PRD

RS-10

PRD

RS-10

PRD

HOLSTED DR

ANTEBELLUM DR

RS-10

RS-8

RS-8

RS-10

RS-10

RS-10

PRD

WELLINGTON P

PRD

AMAL

CLIFDON CT



**RESOLUTION 18-R-PS-26** to adopt a Plan of Services for approximately 18.75 acres along Armstrong Valley Road, Cornerstone Development, LLC, applicants. [2018-502]

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

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

**WHEREAS**, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on May 2, 2018 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;

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on June 14, 2018, pursuant to a Resolution passed and adopted by the City Council on May 10, 2018, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on May 29, 2018; 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 18-R-A-26**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL



Resolution 18-R-PS-26

Murfreesboro  
City Limits

HALEGOD CT

LANTERN LN

WILHOIT CT

BLACKWELL BLVD

HYDE CT

KYBALD CT

WILLOW BAY LN

MAGPIE LN

ROSE  
GOLD CT

ARMSTRONG VALLEY RD

SPAHN LN

BURDETTE WAY

Area to be  
Annexed

THOMPSON RD

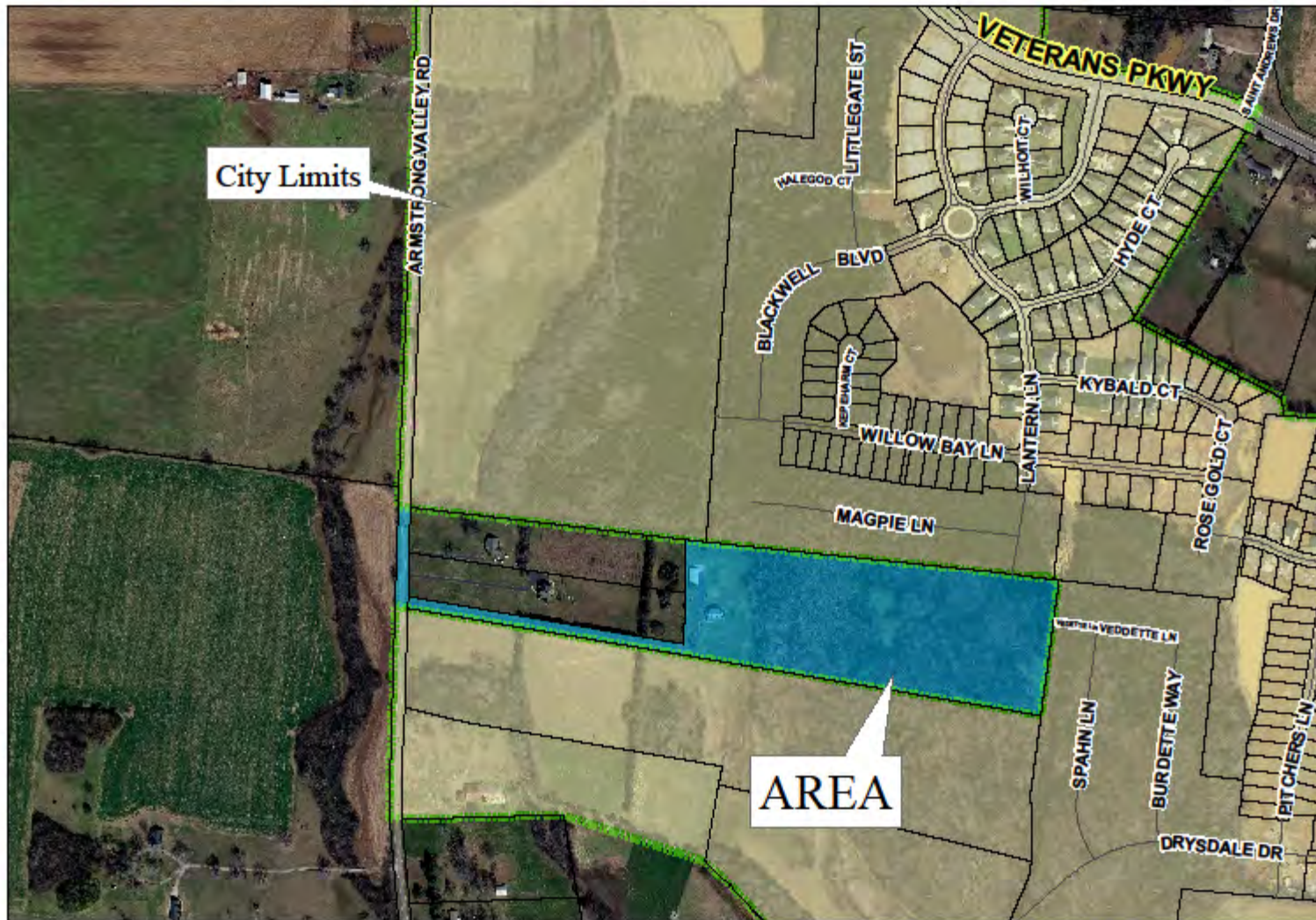




**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG ARMSTRONG VALLEY ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2018-502)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
May 2, 2018**



### Annexation Request for Property Along Armstrong Valley Road



Path: X:\annex\ArmstrongValley4\_2018ortho.mxd



GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# INTRODUCTION



## **OVERVIEW**

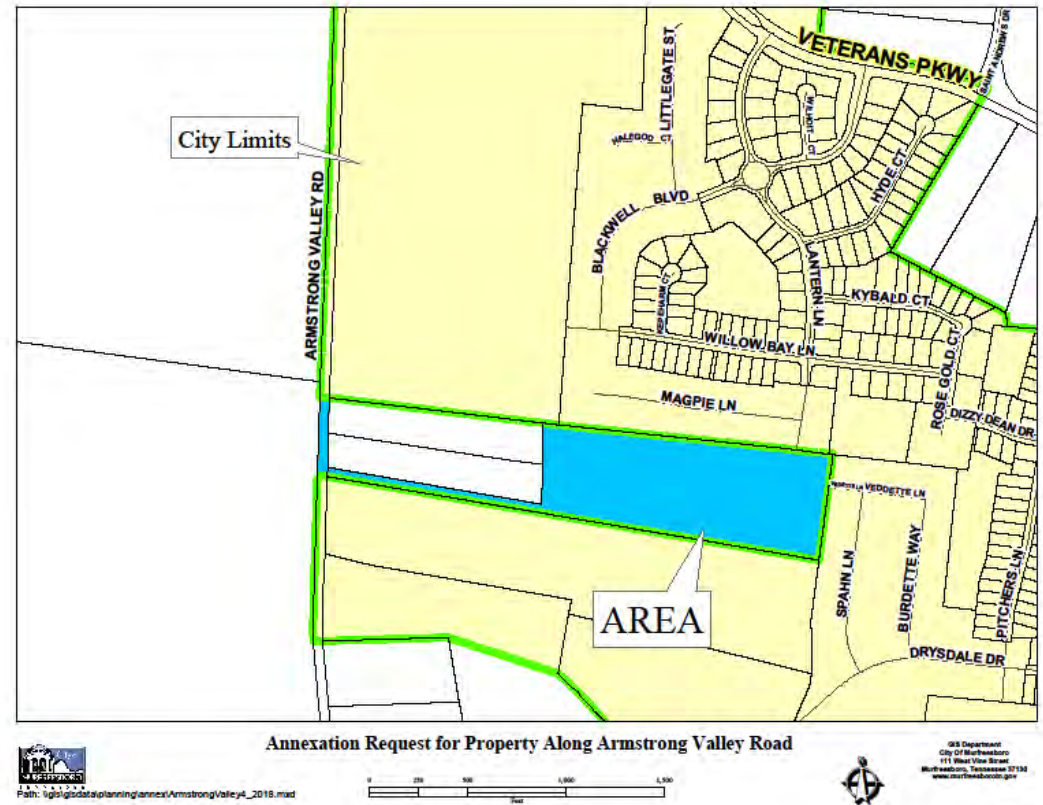
The property owner, Cornerstone Development, represented by Mr. Harry Minge, has submitted an annexation petition to the City of Murfreesboro. The request is for one parcel and a companion zoning change to Single-family Residential (RS-6) with the annexation. The annexation and rezoning is to allow for development of single-family residential lots.

The subject property is located along the east side of Armstrong Valley Road, south of Veterans Parkway. The parcel is approximately 18.29 acres, and currently developed with one single-family residence, garage and other accessory structures.

The study area includes approximately 400 linear feet of Armstrong Valley Road right-of-way, as shown in blue on the exhibit. Total study area is 18.75 acres:

- Tax Map 124, Parcel 030.02 (18.29 acres)
- Armstrong Valley Road right-of-way, approximately 400 linear feet (0.46 acres)

The study area lies within the City of Murfreesboro's Urban Growth Boundary.

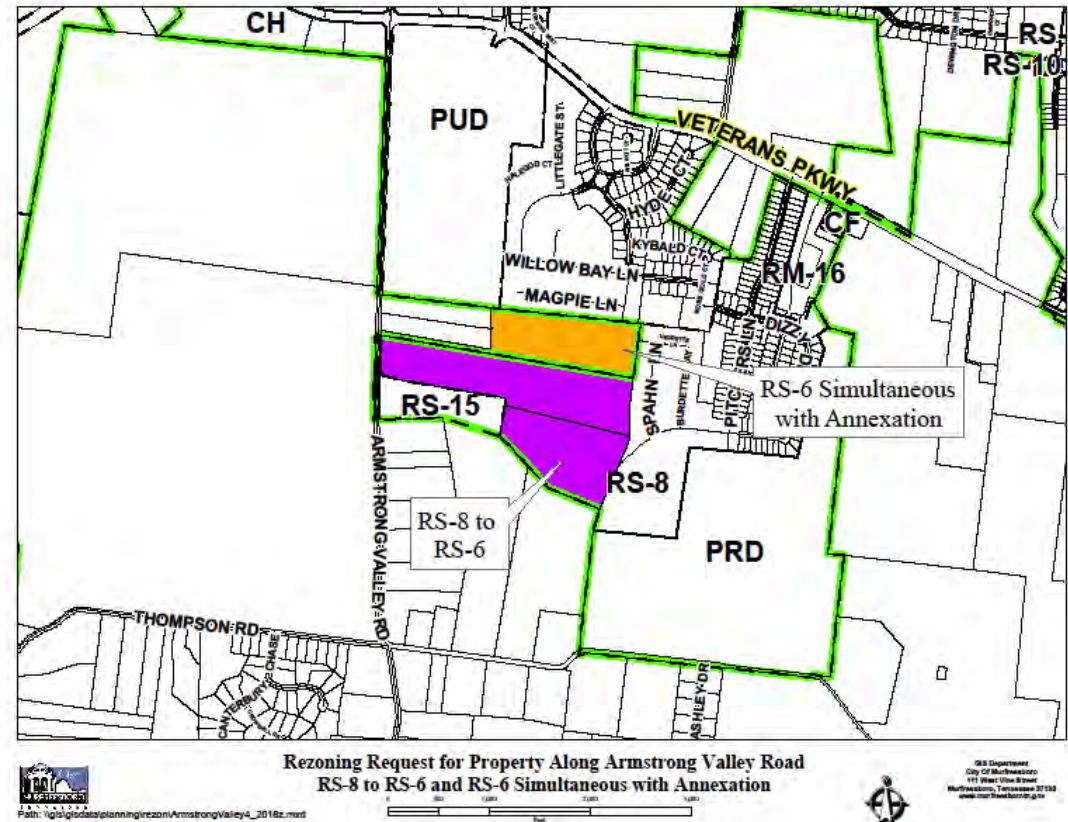


## CITY ZONING

Simultaneous with the annexation, a request for rezoning for the subject property to RS-6 (Single-family Residential) is requested. The application for rezoning is made by Cornerstone Development and would allow for the development of single-family residences. The concept plan depicts 186 single-family residential lots. However, it should be noted that the concept plan involves not only the property in question, but two additional parcels that are already inside the City limits.

The study area is presently zoned RM (Residential – Medium Density) in the unincorporated area of Rutherford County.

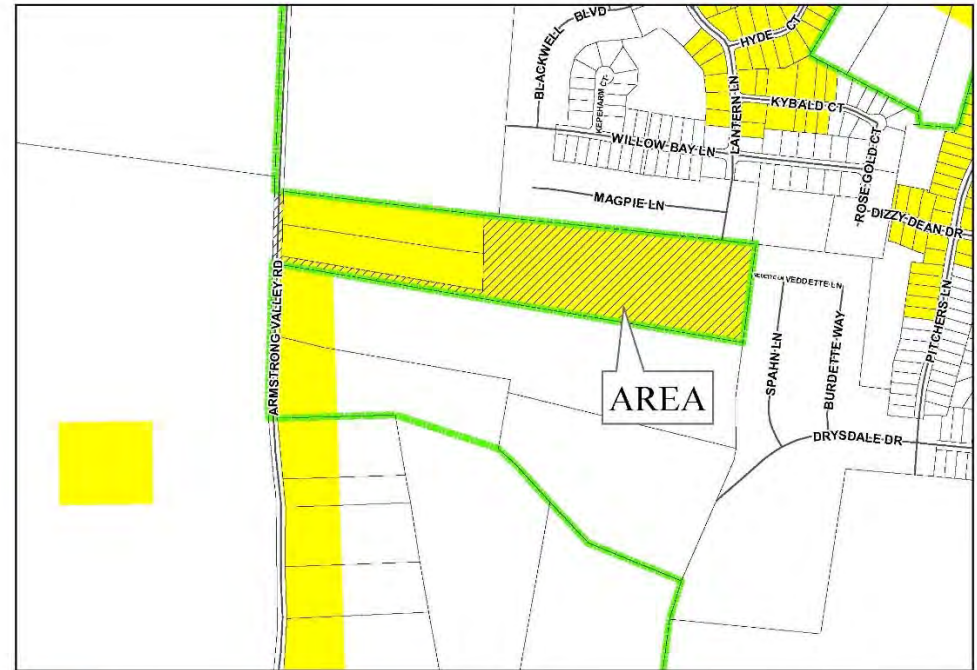
The study area is contiguous with the existing City limits to the north, east, and south. To the north is the Sheffield Park Subdivision, and to the east is the Westwind Subdivision. These are zoned PRD (Planned Residential Development) and RS-8 (Single Family Residential), respectively. To the south are two undeveloped parcels owned by the petitioner. He is concurrently requesting rezoning for these parcels from RS-8 to RS-6.



## **PRESENT AND SURROUNDING LAND USE**

The study area is developed with one single-family residence and several accessory structures. Surrounding land uses include:

- Single family residential, as shown in yellow.
- Vacant land approved for single family residential development.
- Agricultural



Path: X:\ annex\ArmstrongValley4\_2018LU.mxd

Land Use Map

Yellow Residential/Single Family White Vacant/Undeveloped



GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
www.murfreesborotn.gov

## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2018 will be due on December 31, 2019. 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 \$1.2066/\$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***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Cornerstone Development, Mr. Harry Minge	18.29	\$14,800	\$309,400	\$87,650	\$1,057.58

These figures are for the property in its current state and assessed at the residential rate of 25 percent. After this property is rezoned to Single Family Residential (RS-6) and when it is developed, an improvement value will be added, which will result in an increase to the City and County taxes.



The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2018-2019 per capita state revenue estimates for the City of Murfreesboro once the development is built out. The requested parcel and the two adjacent parcels that are already inside the City limits are proposed to be developed with 186 single-family homes.

**Table II**  
***Per Capita State Revenue Estimates***

<b>General Fund</b>	<b>Per Capita Amount</b>
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$25.91
<b><i>Total Per Capita (General and State Street Aid Funds)</i></b>	<b>\$109.46</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for 186 lots)</b>	<b>\$52,527.66</b>

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

# **PLAN OF SERVICES**

## **POLICE PROTECTION**

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

This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #2.

## **STREETS AND ACCESS**

The annexation study area has access to existing Armstrong Valley Road and includes approximately 400 linear feet of existing right-of-way. Armstrong Valley Road is an existing 2-lane, ditch-section roadway. Upon annexation, the City will be responsible for the operation and maintenance of this street. Based on a 15-year repaving cycle for Armstrong Valley Road, the annualized maintenance cost is \$500 per year with State Street Aid and the General Fund as funding sources. Any new connections to Armstrong Valley Road must be approved by the City Engineer. Additionally, development along Armstrong Valley Road will require participation in construction improvements to Armstrong Valley Road and ROW/easement dedication in accordance with the

City's Substandard Street requirements. No additional public roadways are included in the study area. Any future public roadway facilities to serve the study area must be constructed to City standards.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Armstrong Valley Road as the major roadway facility, which connects to Veterans Parkway to the north and Thompson Road to the south. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Armstrong Valley Road to be operating at a Level of Service "B" between Veterans Parkway and Thompson Road using average daily traffic (ADT) counts.

The 2040 Level of Service Model indicates that Armstrong Valley Road will operate at a Level of Service of "F" at Veterans Parkway and Level of Service "D" at Thompson Road without the proposed improvements recommended in the 2040 Plan. Armstrong Valley Road is closed periodically near and south of the study area during extreme rainfall events when Armstrong Branch overtops the roadway at existing roadway culverts. Recent observations of this section of Armstrong Branch indicate that this occurs a few times each year for a few hours duration each event. The roadway culverts and overtopping section of Armstrong Valley Road are upstream of the study area and currently outside the jurisdiction of the City of Murfreesboro.

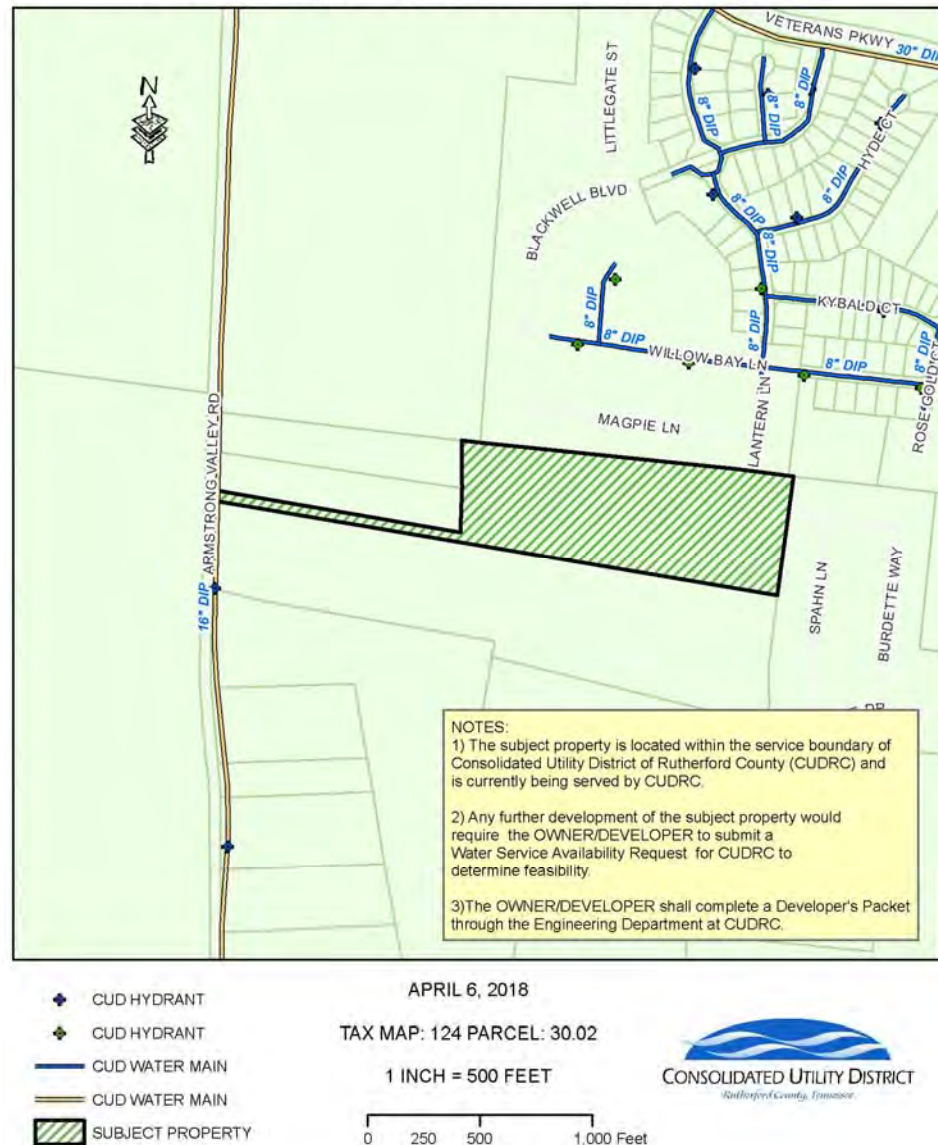
## WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County (CUDRC) service area. CUDRC currently serves the residence on the property and will continue to do so if annexed. CUDRC presently maintains a 16-inch ductile iron pipe on the east side of the property, along Armstrong Valley Road. The developer of the property will need to submit a Water Service Availability Request to CUDRC to determine if water demands can be met at this location.

Also, the developer of the property will be required to complete CUDRC's Developer Packet through the Engineering Department to determine feasibility prior to entering the construction phase.

The existing CUDRC water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

### 1981 Armstrong Valley Road Annexation Request





## **SANITARY SEWER SERVICE**

Per the Murfreesboro Water Resources Department's current definition of "available", public sanitary sewer is not available to the property requesting annexation nor to the properties requesting rezoning. Per the 201 Wastewater Facilities Plan for Basin 97, these properties are to be served by a future 18" interceptor extension. The 18" interceptor currently ends on the east side of the intersection of Armstrong Valley Road and Armstrong Branch approximately 1700 linear feet to the north of the properties. The developer of the subject property will be responsible for the extension of sewer from its current location to the subject property. Depending on the route of the interceptor extension, there would be the need for two to three off-site sewer easements.

These properties are within the Overall Creek Sanitary Sewer Assessment District and will be charged \$1,000 per single-family unit or equivalent in addition to the current and standard connection fees. The standard connection fee for a single-family residence is \$2550. All sewer main extensions may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water & Sewer Department found on-line at:

<http://www.murfreesborotn.gov/DocumentCenter/View/144>



## **FIRE AND EMERGENCY SERVICE**

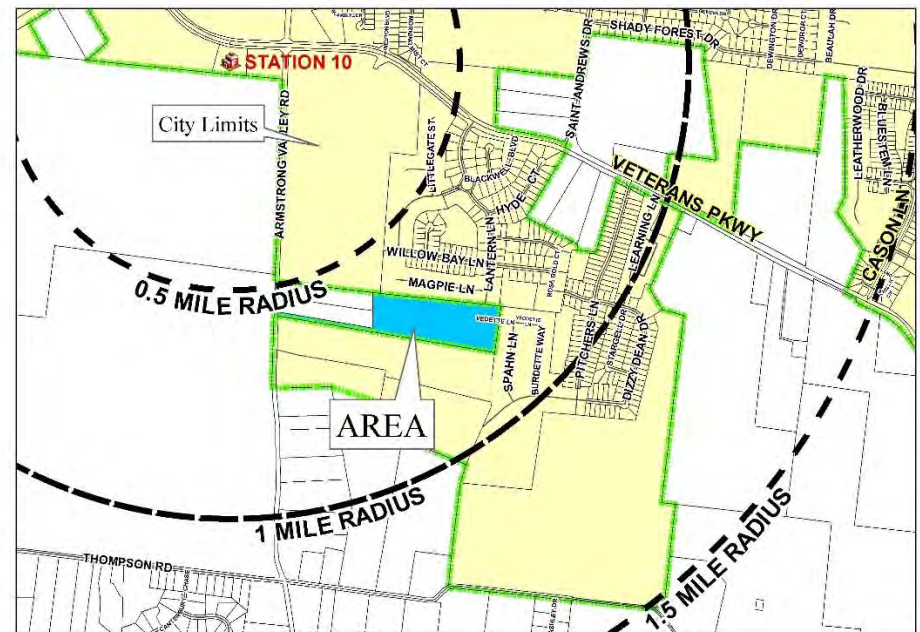
The study area contains an existing single-family residence and several accessory structures. Murfreesboro Fire and Rescue Department (MFRD) cannot provide fire protection to the existing house in its current state because there is no fire hydrant within 500 feet of the structures and there is not adequate access to the house for a fire truck. In addition, the structures are located greater than 1,300 feet from Armstrong Valley Road.

Per MFRD, the existing residence and all accessory structures must either be demolished prior to the effective date of the annexation or the following steps must be completed prior to the effective date of the annexation:

- Install a fire hydrant within 500 feet of the structures;
- Expand driveway from 10 feet to 20 feet in width and provide evidence from a licensed engineer that it can withstand the weight of a firetruck;
- Install a turnaround at or near the structures;
- Remove two trees near the structures for fire truck access.
- Demolish the existing accessory structure that is located in the wooded area east of the house.

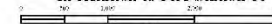
Once these conditions have been satisfied, MFRD will be able to provide ISO Class 2 fire protection to the

subject property upon annexation. MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Prior to any development on the site, the developer shall provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water Resources Department (MWRD) policies and procedures. The closest fire station to the subject property is Fire Station #10, located at 2563 Veterans Parkway, 0.75 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



Path: X:\annex\ArmstrongValley4\_2018\fire.mxd

Annexation Request for Property Along Armstrong Valley Road  
In Relation to Fire Station 10



GIS Department  
City of Murfreesboro  
111 West Yancey Street  
Murfreesboro, Tennessee 37130  
www.murfreesborotn.gov

### **SOLID WASTE COLLECTION**

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The solid waste cart for the existing house must be brought to Armstrong Valley Road for curbside solid waste collection service. In the proposed development, there will be 186 carts required at full build-out at a cost of \$9,913.80 (\$53.30/cart).

### **ELECTRIC SERVICE**

The study area is located within Middle Tennessee Electric Membership's (MTEM) service boundary and MTEM currently provides service to the residence. MTEM has capacity to serve the proposed development. Any new electrical infrastructure installed will be required to adhere to MTEM standards.

### **STREET LIGHTING**

MTEM can provide street lighting, as necessary, upon request by the City of Murfreesboro.

### **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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be located in the Scales Elementary

School zone, if annexed. A new school is planned to open in this general vicinity in the Fall 2019. Additional students from any proposed development can be accommodated.

### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area upon the effective date of annexation. 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.

### **BUILDING AND CODES**

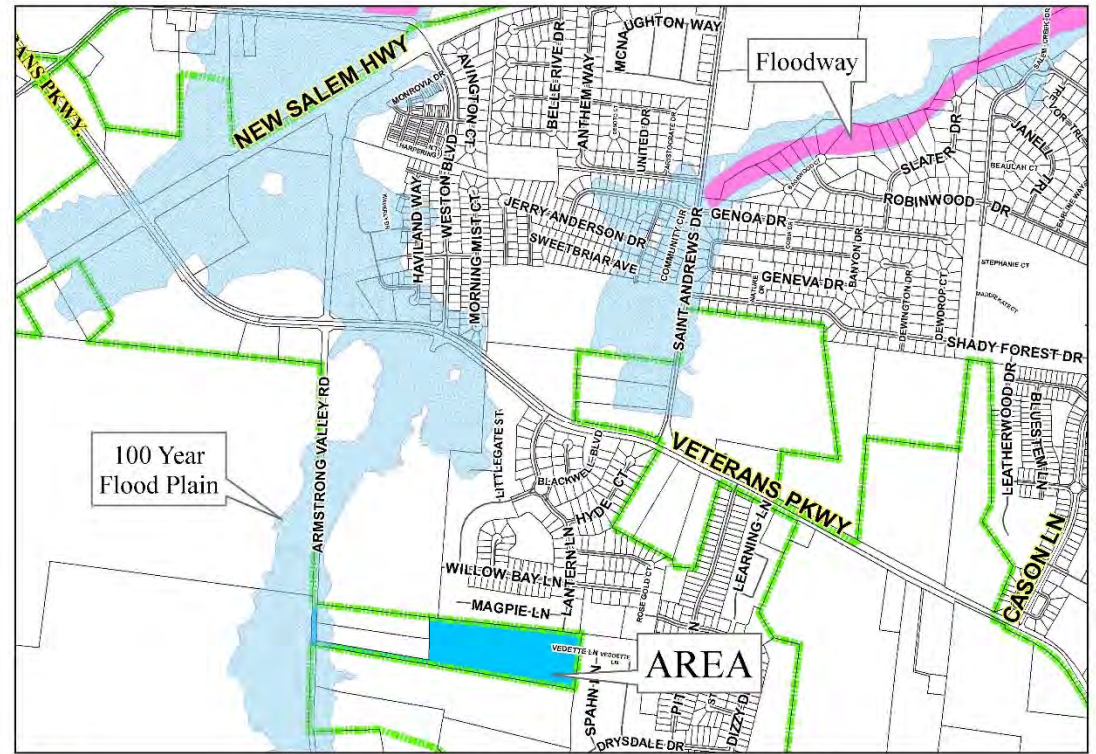
The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's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



## FLOODWAY

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

However, the western portion of the study area, adjacent to Armstrong Valley Road, is located in the 100- year floodplain as shown on the exhibit. The exhibit depicts the floodway boundary in purple and the 100-year floodplain boundary in blue.



Path: \\gis\gisdata\planning\annex\ArmstrongValley4\_2018\fid.mxd

Annexation Request for Property Along Armstrong Valley Road



GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37139  
www.murfreesboro.gov



## **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, 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.

## **STORMWATER MANAGEMENT**

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

The subject property, along with the two adjacent parcels to the south that are already in the City limits, is proposed to be developed with 186 single-family residences. Based on this development scenario, it is anticipated that the site will generate approximately \$7,254 annually in revenue for the Stormwater Utility Fund upon full build-out.

Public drainage facilities available to the study area are located within the right-of-way (ROW) of Armstrong Valley Road and proposed or existing public drainage systems within Sheffield Park to the north. Armstrong Valley Road in the study area has ditch sections on each side for roadway drainage. Upon annexation, the operation and maintenance of the public drainage system will be the responsibility of the City. The annualized operation and

maintenance cost for the systems is included in the public roadway sections above, as they consist of an internal roadway drainage system. Future operation and maintenance costs are anticipated to be paid from the Stormwater Utility Fee and State Street Aid. No other public drainage facilities are available to the study area. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

A review of the regional drainage patterns indicates the study area and adjacent properties are controlled by overland flow to Armstrong Branch to the west and Spence Creek to the north through public drainage facilities within Sheffield Park. Armstrong Branch overtops Armstrong Valley Road in extreme rain events a few times each year. Drainage system maintenance or upgrades along and under the roadway will be necessary to alleviate the occasional roadway overtopping during extreme rainfall events. The sections of Armstrong Branch that overtop most frequently are upstream and outside the jurisdiction of the City of Murfreesboro.

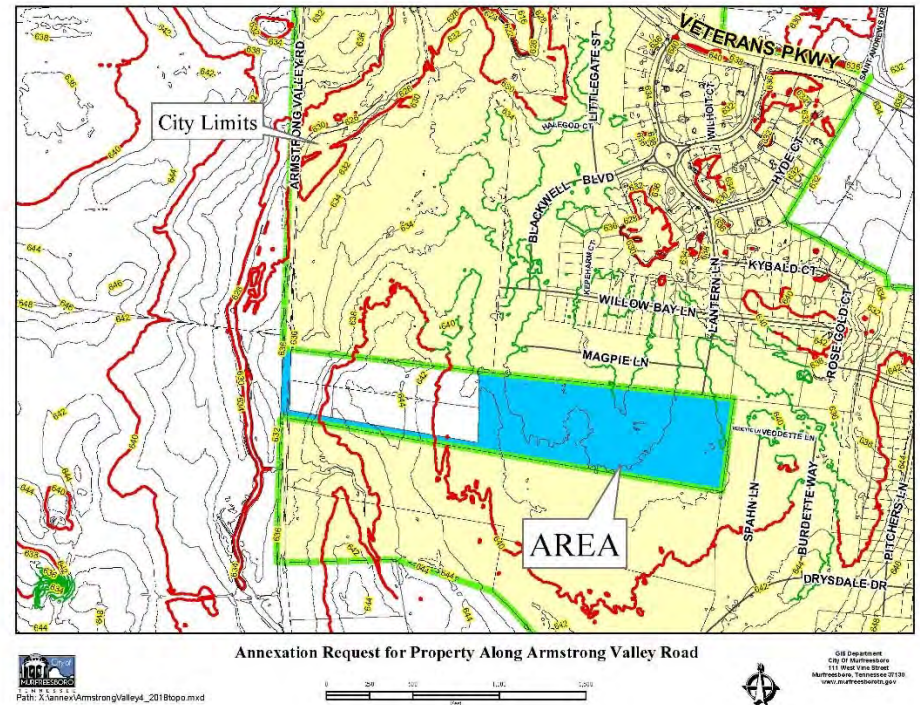
Armstrong Valley Road and approximately 150' of the west edge of the flag portion of the property are in the floodplain without a defined floodway and some of the study area is at or below the 100-year flood elevation. Any fill placed in the floodplain will require additional study to demonstrate no rise in the predicted flood elevations of Armstrong branch

The study area is in the Armstrong Branch and Spence Creek Watersheds.

## PROPERTY AND DEVELOPMENT

A small portion of the property drains to the ROW of Armstrong Valley Road and into Armstrong Branch and most of the property drains to the middle of the northern property line and onto Sheffield Park ultimately to Spence Creek through constructed public drainage facilities. A review of aerial photography and topography indicate a pond in the central portion of the study area. This may be associated with wetlands. This area should be evaluated to determine if wetlands are present and appropriate approvals and permits obtained for disturbance or modification during development.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.



### **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 18-R-A-26** to annex approximately 18.75 acres along Armstrong Valley Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Cornerstone Development, LLC, applicant. [2018-502]

**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 18-R-PS-26** on June 14, 2018; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on May 2, 2018 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 18-OZ-26**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL





Resolution 18-R-A-26

Murfreesboro  
City Limits

HALEGOD CT

LANTERN LN

WILHOIT CT

BLACKWELL BLVD

HYDE CT

KYBALD CT

WILLOW BAY LN

MAGPIE LN

ROSE  
GOLD CT

ARMSTRONG VALLEY RD

SPAHN LN

BURDETTE WAY

Area  
Annexed

THOMPSON RD



**ORDINANCE 18-OZ-26** 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 18.29 acres along Armstrong Valley Road as Single-Family Residential Six (RS-6) District simultaneous with annexation and to rezone approximately 44.5 acres along Armstrong Valley Road from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District; Cornerstone Development, LLC, applicant. [2018-409]

**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, rezoned and approved as Single-Family Residential Six (RS-6) 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 be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:	_____	Shane McFarland, Mayor
1 <sup>st</sup> reading	_____	
2 <sup>nd</sup> reading	_____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright City Recorder	Craig D. Tindall City Attorney

SEAL



Ordinance 18-OZ-26

Murfreesboro  
City Limits

Area  
Annexed and  
Zoned RS-6

BLACKWELL BLVD  
LITTLEGATE ST  
HYDE CT  
KYBALD CT  
WILLOW BAY LN  
ROSE GOLD CT  
MAGPIE LN

ARMSTRONG VALLEY RD

Area  
Rezoned from  
RS-8 to RS-6

VEDETTE LN  
VEDETTE LN  
DRYSDALE DR

THOMPSON RD

CHESTER CT



**RESOLUTION 18-R-PS-27** to adopt a Plan of Services for approximately 0.96 acres along Indian Park Drive, Glen Hutchinson, applicants. [2018-503]

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

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

**WHEREAS**, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on May 2, 2018 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;

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on June 14, 2018, pursuant to a Resolution passed and adopted by the City Council on May 10, 2018, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on May 28, 2018; 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 18-R-A-27**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

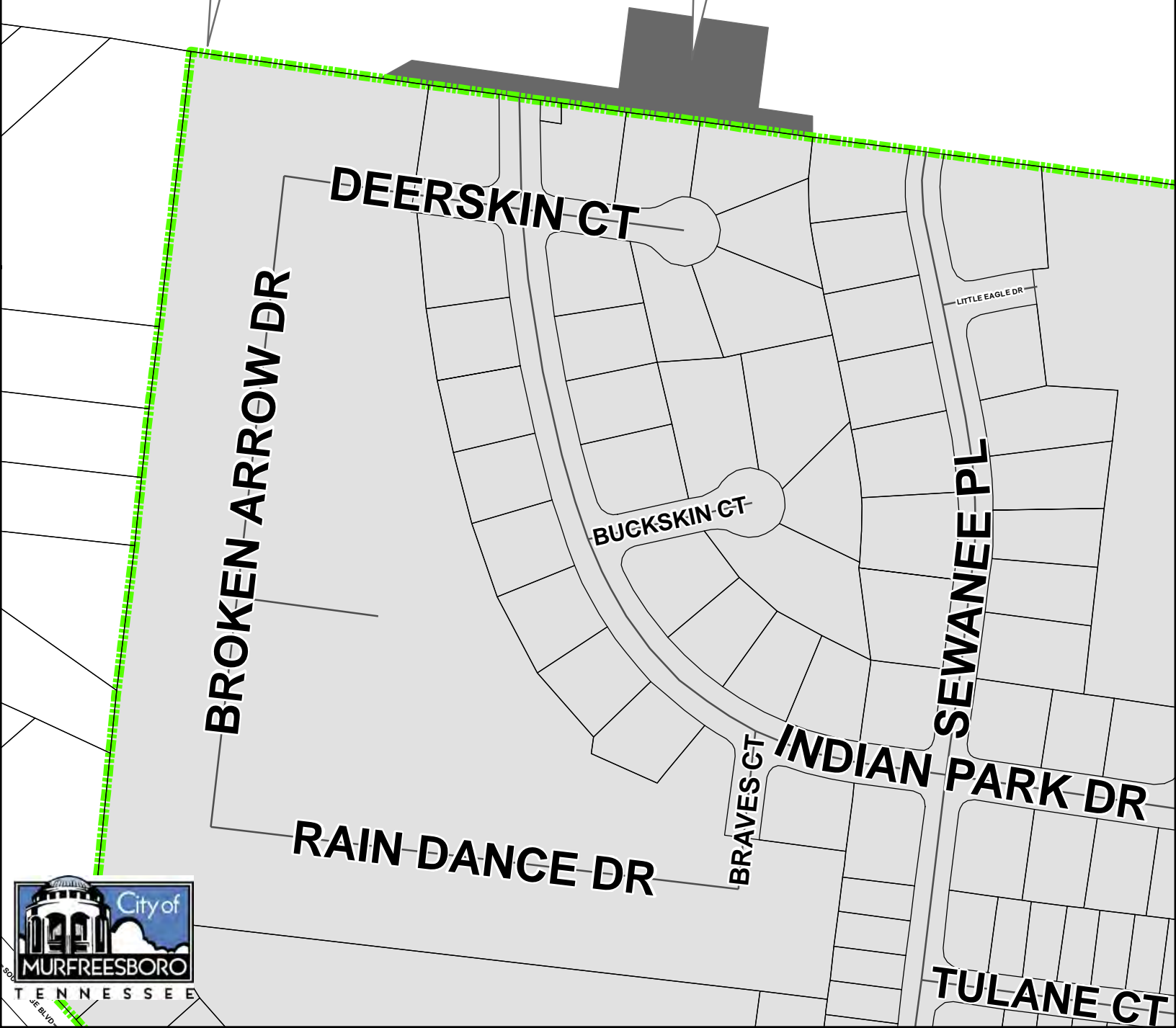
SEAL





Murfreesboro  
City Limits

Area to be  
Annexed



**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG INDIAN PARK DRIVE  
NORTH OF THE GLENVIEW FARMS SUBDIVISION  
INCLUDING PLAN OF SERVICES  
(FILE 2018-503)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
May 2, 2018**



### Annexation Request for Property Along Indian Park Drive



Path: U:\gis\gisdata\planning\annex\IndianParkDrortho.mxd



GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# INTRODUCTION



## **OVERVIEW**

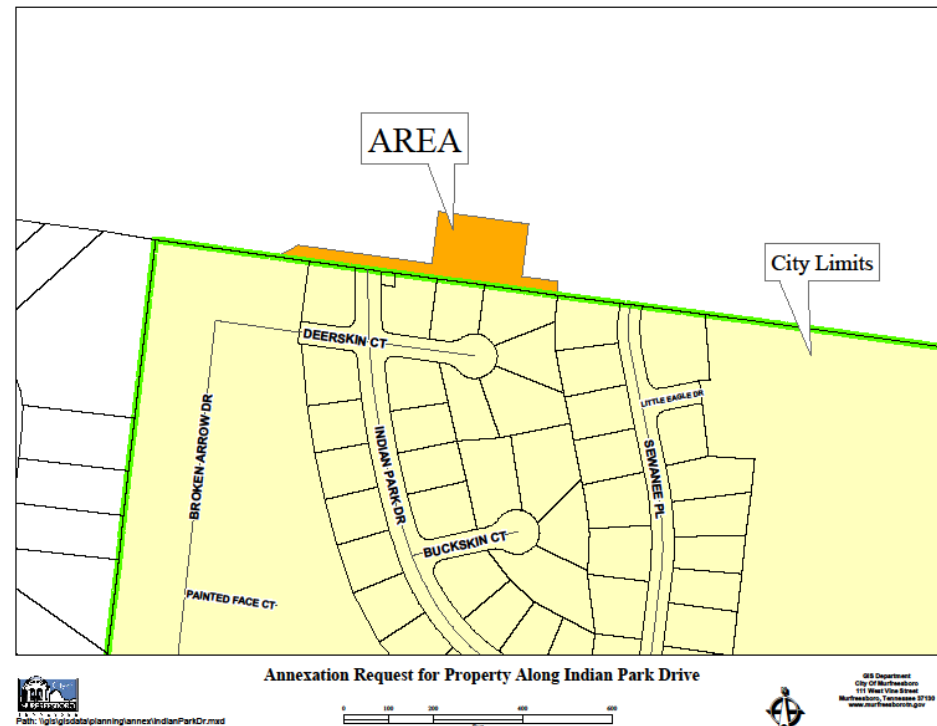
The property owner, Mr. Glen Hutchinson, has submitted a petition requesting a portion of his property to be annexed by the City of Murfreesboro. There is no companion zoning change with the annexation. The annexation is to bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision, which is located immediately to the south, into the City limits.

The subject property is located north of the Glenview Farms Subdivision and north of the terminus of Indian Park Drive. The request is for a 0.96-acre portion of an approximately 300-acre parcel.

The total study area is 0.96 acre:

- Tax Map 113, Parcel 29.00 (0.96 acre)

The study area lies within the City of Murfreesboro's Urban Growth Boundary.



## **CITY ZONING**

The proposed annexation will bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision into the City limits. Due to the nature of the use, there is no requested rezoning. The study area is currently zoned RM (Residential Medium Density) in the unincorporated County. Per the Zoning Ordinance, without a companion zoning request, the study area will be given an interim zoning classification of RS-15 (Residential Single-Family 15) upon annexation.

The study area is contiguous with the existing City limits to the south, developed with the Glenview Farms Subdivision, zoned RS-12. The remainder of the subject parcel, located to the north, east and west, is located in unincorporated Rutherford County and is zoned RM.

## PRESENT AND SURROUNDING LAND USE

The study area is undeveloped, agricultural land. Surrounding land uses include:

- Single family residential, as shown in yellow, to the south.
- Agricultural



## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2018 will be due on December 31, 2019. 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 \$1.2066/\$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 with a residential assessment rate. The amounts below are estimated as a percentage of the appraisal and assessment of the overall tract.

***Table I***  
***Estimated Taxes from Site***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Mr. Glen Hutchinson	0.96	\$1,821.61	\$0	\$455.40	\$5.49



## **PLAN OF SERVICES**

## **POLICE PROTECTION**

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

This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #7B.

## **STREETS AND ACCESS**

The annexation study area has access to Indian Park Drive. No additional public roadways are included in the study area. If any future public roadway facilities to serve the study area are needed, these must be constructed to City standards.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Indian Park Drive. No new roadway facilities are proposed at this time. No changes to existing traffic conditions are anticipated with this annexation.

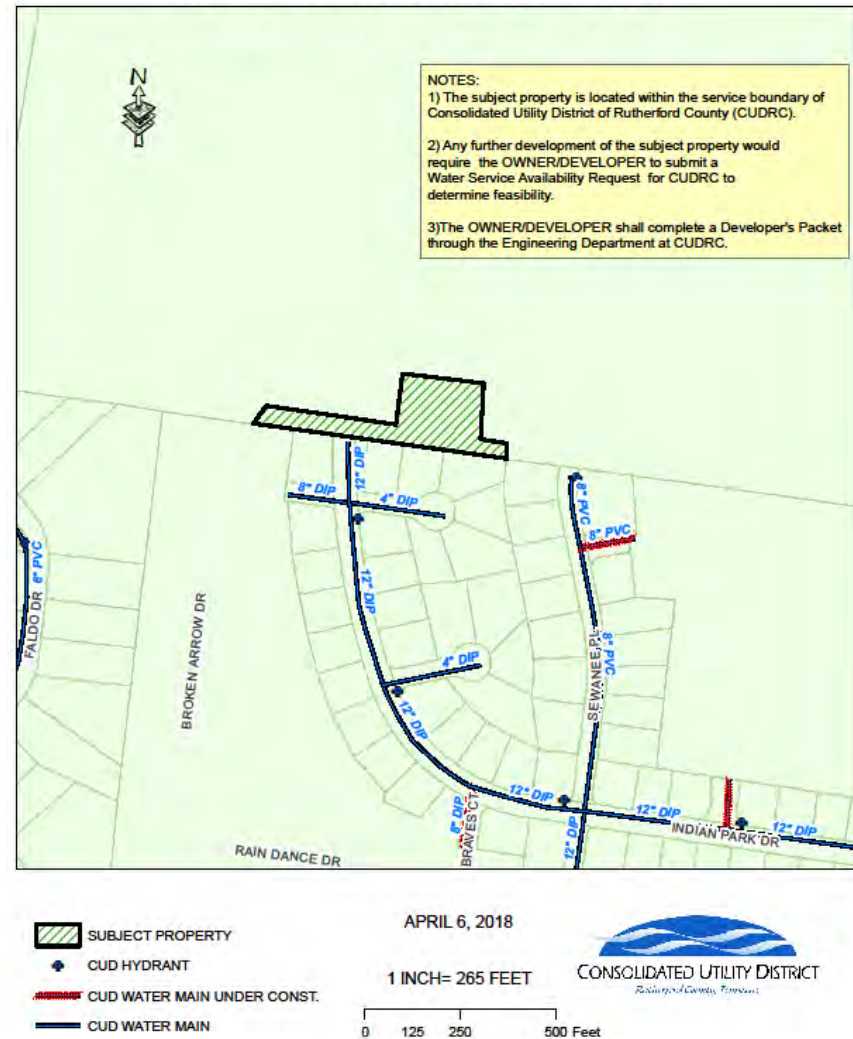
## **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. CUDRC presently maintains a 12-inch ductile iron pipe on the south side of the property, at the terminus of Indian Park Drive. For any new development on the property, the developer will need to submit a Water Service Availability Request to CUDRC to determine if water demands can be met at this location. Also, the developer of the property will be required to complete CUDRC's Developer Packet through the CUDRC Engineering Department to determine feasibility prior to entering the construction phase. The existing CUDRC water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

## **SANITARY SEWER SERVICE**

Per the Murfreesboro Water Resources Department current definition of "available", public sanitary sewer is available to the property requesting annexation. However, the property would not need sewer service since its intended use is a stormwater detention area.

### **Indian Park Drive Annexation Request**



## FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). MFRD will provide fire protection with as well as medical first responder service. The annexation will bring the proposed stormwater facility for Section 4 of the Glenview Farms Subdivision into the City limits.

The closest fire station to the subject property is Fire Station #2, located at 2880 Runnymede Drive, approximately 1.5 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.





### **SOLID WASTE COLLECTION**

If developed with residential units, the City would provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. However, because the property will be used for a stormwater facility, no service needs are anticipated for the study area.

### **ELECTRIC SERVICE**

The study area is located within the Murfreesboro Electric Department (MED) service boundary, and will serve the property. Any new electrical infrastructure installed will be required to adhere to MED standards.

### **STREET LIGHTING**

MED currently has facilities and provides street lighting along Indian Park Drive.

### **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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. If this property was developed residentially, it would be zoned for Cason Lane Elementary School. However, because the property will be used for a stormwater facility, no additional student population is anticipated.

### **RECREATION**

Because the property will be used for a stormwater facility, no recreational services would be needed. If it were to be developed residentially, however, Murfreesboro's Parks and Recreation facilities would be immediately available to residents of the study area upon the effective date of annexation. 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.

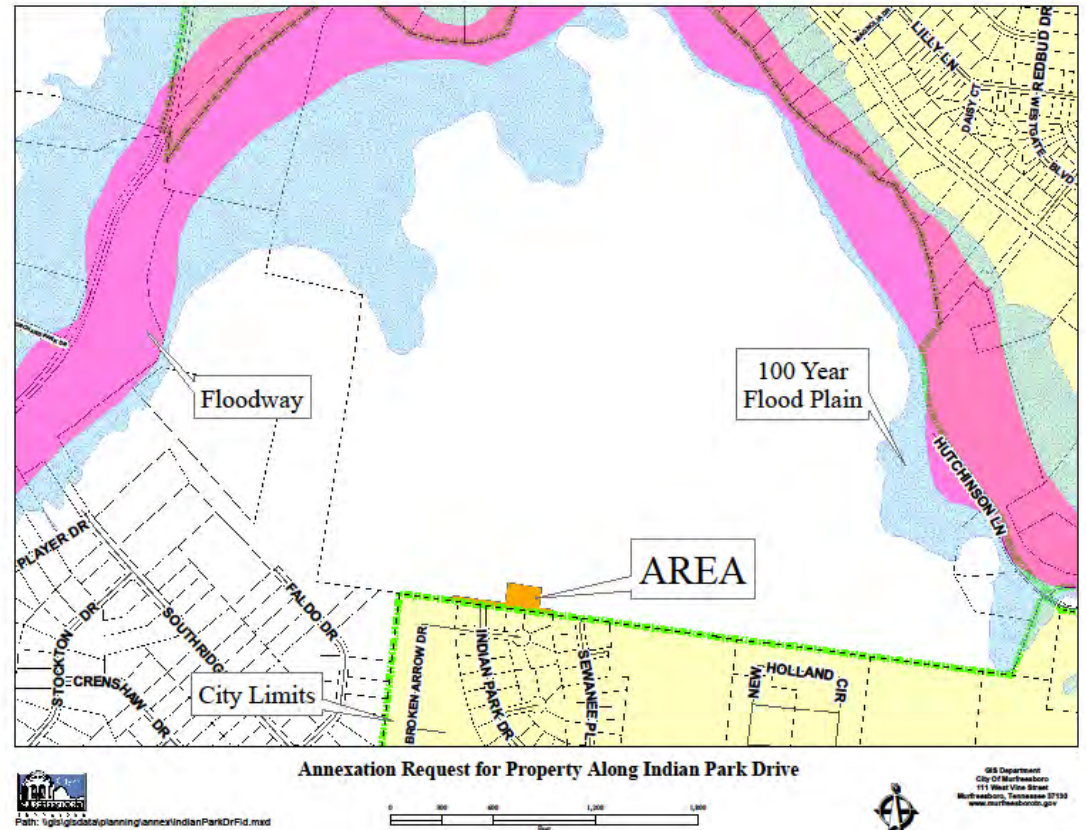
### **BUILDING AND CODES**

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.

## FLOODWAY

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

The exhibit depicts the floodway boundary in purple and the 100-year floodplain boundary in blue.



## **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, 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.

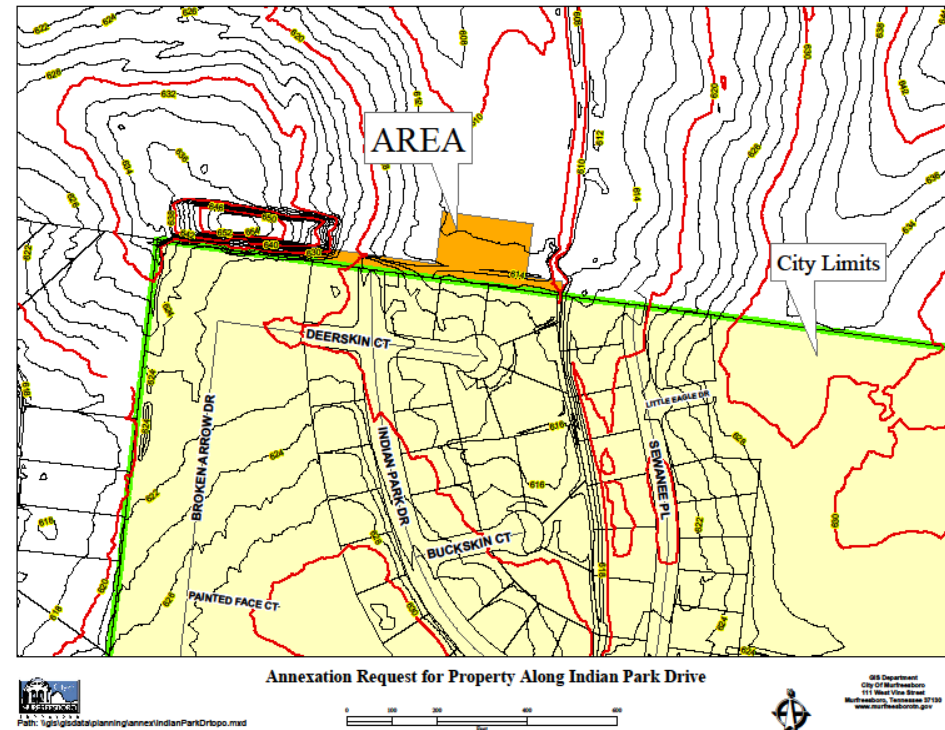
## **STORMWATER MANAGEMENT**

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area.

Currently, there are no public drainage facilities in the proposed study area. The development plan for this land will contain a public drainage ditch and detention pond for the Glenview Farms development.

Regarding regional drainage conditions, the study area drains overland to the Middle Fork of the Stones River. Currently, there is no mapped 100-year flood plain on the study area.

With the proposed development plan, this property will not generate any stormwater utility fees.



### **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 18-R-A-27** to annex approximately 0.96 acres along Indian Park Drive, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Glen Hutchinson, applicant. [2018-503]

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

**WHEREAS**, a Plan of Services for such territory was adopted by Resolution **18-R-PS-27** on June 14, 2018; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on May 2, 2018 and recommended approval of the annexation; and

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

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

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

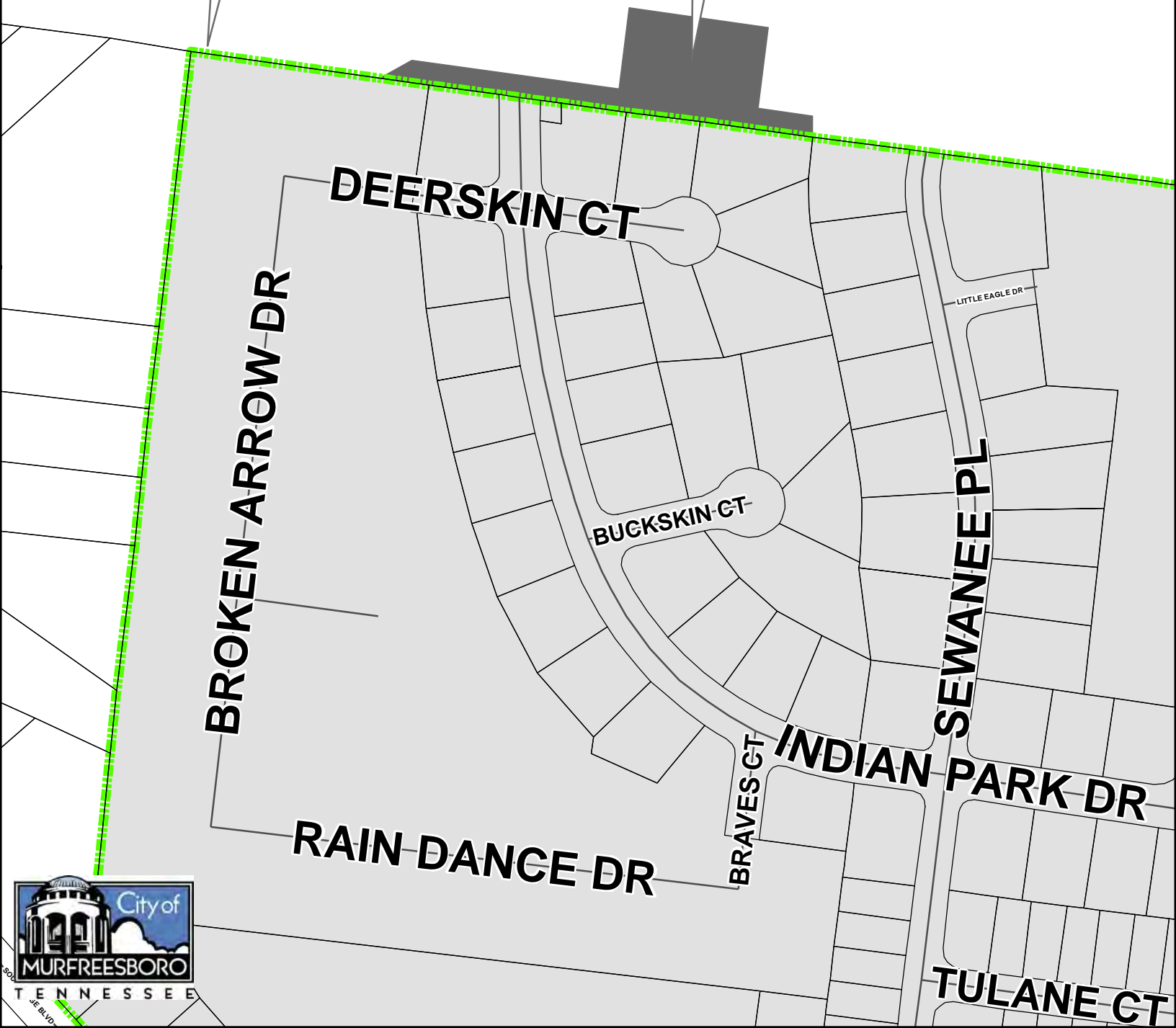
\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL



Murfreesboro  
City Limits

Area  
Annexed



**ORDINANCE 18-OZ-28** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 4.73 acres in the Planned Commercial Development (PCD) District located at 2615 South Rutherford Boulevard (Rutherford Boulevard Self-Storage PCD), as indicated on the attached map; Eco-Site, applicant [2018-410].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Commercial Development (PCD) District, as indicated on the attached map, for the purpose of allowing for a telecommunications tower and associated ground structures.

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

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

Passed:

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

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

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

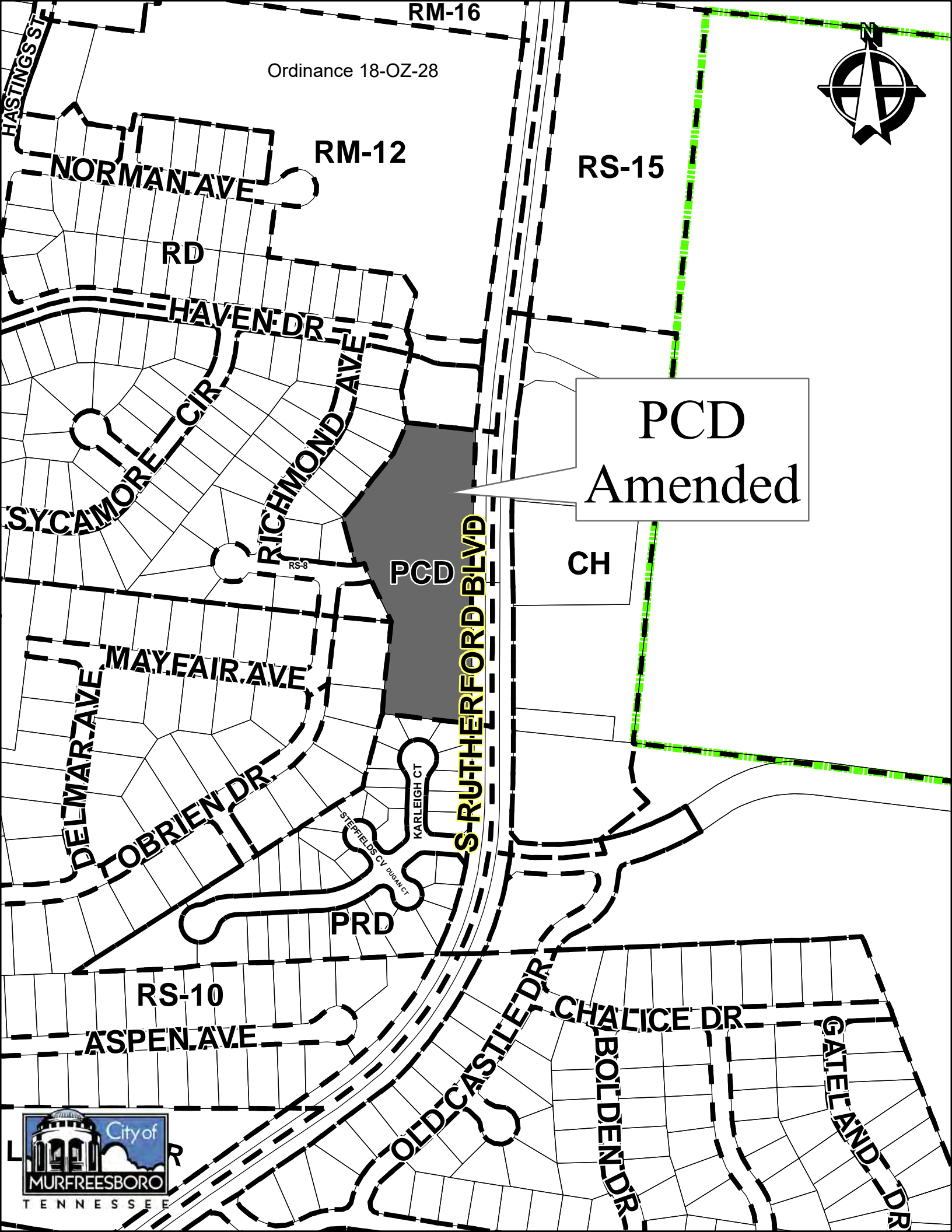
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL



Ordinance 18-OZ-28

RM-12

RS-15

PCD  
Amended

PCD

CH

PRD

RS-10





**ORDINANCE 18-OZ-29** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.64 acres along Franklin Road and Veterans Parkway from Commercial Fringe (CF) District to Commercial Highway (CH) District; Veterans Commons, GP, applicant [2018-412].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) 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 be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed: \_\_\_\_\_  
Shane McFarland, Mayor

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

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

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL



Area  
Rezoned from  
CF to CH

CH

Ordinance 18-OZ-29

CF

FRANKLIN RD

VETERANS PKWY

GRACE AVE

ELIZABETH DR

HICKORY HILLS DR

JACKBYRNES DR

RM-16

RS-15

RS-A1

CHARITY LN



**ORDINANCE 18-OZ-30** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 8.99 acres along Old Fort Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (Village at Old Fort PRD); Investment Partners, LLC, applicant [2018-403].

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

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

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

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

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL

GLA

Ordinance 18-OZ-30



Area  
Rezoned from  
CH to PRD

ALMAR KNOT DR

GRESHAM LN

CH

MAKAYLA CT

CL

OLD FORT PKWY

PUD

QUAKER CT



1-16

CF

SAINT PATRICK CT

SAINT ANDREWS DR

RM-12



**ORDINANCE 18-O-31** amending Murfreesboro City Code Appendix A—Zoning, Section 7, Site Plan Review; Section 26, Off-Street Parking, Queuing, and Loading; and Chart 4, Required Off-Street Parking and Queuing Spaces by Use; pertaining to site plan review and minimum parking requirements for outdoor seating areas, Commercial Centers, and Neighborhood Shopping Centers, City of Murfreesboro Planning Department, applicant [2018-801].

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

SECTION 1. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (H) *Appeal of administrative site plan review*, by deleting it in its entirety and substituting in lieu thereof the following:

“(H) Reserved.”

SECTION 2. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended at subsection (C)(2) by adding a new subsection (f) as follows:

- “(f) Parking spaces shall be provided in accordance with the ratios set forth in Chart 4, Required Off-Street Parking and Queuing Spaces by Use, for all outdoor seating areas for the following uses:
- bar or tavern;
  - commercial center;
  - restaurant, night club, tavern or cocktail lounge;
  - restaurant, drive-in;
  - restaurant, specialty;
  - restaurant, specialty-limited;
  - shopping center, community;
  - shopping center, neighborhood; and
  - shopping center, regional.”

SECTION 3. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended under the column “Number of Parking and Queuing Spaces Required” at the subsection “Commercial” as follows:

- (a) In the “Commercial center” row, remove “250” and substitute in lieu thereof “225”.
- (b) In the “Shopping center, neighborhood” row, remove “275” and substitute in lieu thereof “250”.

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:

1<sup>st</sup> reading

2<sup>nd</sup> reading

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

Craig D. Tindall  
City Attorney

SEAL

No Digital Copy

No Digital Copy



**ORDINANCE 18-O-33** adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2018-2019, and for other purposes.

**WHEREAS**, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

**WHEREAS**, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

**WHEREAS**, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

**WHEREAS**, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

**WHEREAS**, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

**WHEREAS**, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on June 14, 2018 and is prepared to adopt its financial plan for Fiscal Year 2018-2019.

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

**SECTION 1.** The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2018 and ending June 30, 2019, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2018-2019, for the City's General Fund and its special and intergovernmental service funds, to wit:

**PLEASE SEE ATTACHED EXHIBIT A**

(The FY 2016-2017 and 2017-2018 columns are shown for informational purposes only.)

**SECTION 2.** The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

**PLEASE SEE ATTACHED EXHIBIT B**

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2018-2019, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2018-2019, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2018-2019 that may have already transpired at the taking effect date of this Ordinance as well as for the entire Fiscal Year 2018-2019.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2018-2019 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2018-2019 at the earliest practicable time, the welfare of the City requiring it.

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL

City of Murfreesboro 2018-2019			
	Actual 2016-2017	Estimated 2017-2018	Proposed 2018-2019
<b><u>GENERAL FUND:</u></b>			
REVENUES			
Local Taxes	\$94,684,271	\$98,246,228	\$103,369,853
State of Tennessee	16,565,436	16,725,580	19,311,875
Federal Government	5,041,673	5,343,541	11,566,468
Other Sources	18,239,950	21,820,323	18,895,305
Reimbursements from Other Funds	1,566,545	1,819,306	2,339,000
Transfers In	3,124,547	3,131,481	3,200,000
Total Revenue & Transfers In	<u>\$139,222,421</u>	<u>\$147,086,459</u>	<u>\$158,682,501</u>
EXPENDITURES			
Personnel Costs	66,786,921	70,090,013	73,224,271
Other Costs:			
Legislative	188,343	198,933	110,848
City Manager	136,430	127,811	99,412
Finance	262,616	325,800	284,800
Purchasing	15,508	35,310	27,550
Legal	97,044	60,568	85,200
Human Resources	192,600	175,300	184,040
Planning	385,994	346,103	93,200
Engineering	3,061,398	2,724,193	3,211,687
General Government Buildings	258,748	274,771	620,686
State Street Aid	2,605,723	3,501,748	5,501,500
Infrastructure	3,848,430	5,901,492	11,185,000
Transportation	1,038,476	1,120,456	2,496,446
Information Technology	1,234,483	1,447,662	1,357,336
Communications	576,643	193,601	198,707
Building and Codes	130,742	143,708	178,634
Judicial	144,311	138,978	139,200
Police	6,139,679	4,197,591	5,194,872
Fire	1,826,039	2,831,323	2,205,544
Urban Environmental	293,936	267,288	237,687
Civic Plaza	21,112	26,531	21,607
Parking Garage	92,681	83,279	84,220
Fleet Services	(594,142)	(687,166)	(650,735)
Park & Recreation	4,136,383	4,205,571	3,843,534
Golf	1,212,752	799,069	733,359
Solid Waste	1,960,101	2,070,528	2,154,180
Senior Citizens	215,221	282,977	257,114
Community Development	760,121	949,452	901,281
Public Health	2,310,740	2,370,022	2,458,291
Transfers Out	5,373,417	5,353,972	6,910,103
Debt Service - Transfer Out	32,871,220	34,082,247	38,677,525
Miscellaneous	5,374,322	4,492,878	7,635,277
Total Expenditures & Transfers Out	<u>142,957,994</u>	<u>\$148,132,009</u>	<u>\$169,662,376</u>
Beginning Fund Balance	\$67,585,192	\$63,849,619	\$62,804,069
Ending Fund Balance	\$63,849,619	\$62,804,069	\$51,824,194
<b><u>DEBT SERVICE FUND:</u></b>			
REVENUES			
Other Sources	\$1,430	-	-
Transfers In	64,754,559	\$35,436,729	\$39,787,956
Total Revenue & Transfers In	<u>\$64,755,989</u>	<u>\$35,436,729</u>	<u>\$39,787,956</u>
EXPENDITURES			
Other Costs	\$60,385,796	\$30,482,190	\$36,784,155
Transfers Out	5,485,775	4,983,272	5,073,801
Total Expenditures & Transfers Out	<u>\$65,871,571</u>	<u>\$35,465,462</u>	<u>\$41,857,956</u>
Beginning Fund Balance	\$3,241,272	\$2,125,690	\$2,096,957
Ending Fund Balance	\$2,125,690	\$2,096,957	\$26,957
<b><u>AIRPORT IMPROVEMENT FUND:</u></b>			
REVENUES			
State of Tennessee	\$22,236	\$38,800	\$432,700
Federal Government	121,310	7,200	615,800
Other Sources	1,484,148	1,651,370	2,733,568
Total Revenue	<u>\$1,627,694</u>	<u>\$1,697,370</u>	<u>\$3,782,068</u>
EXPENDITURES			
Personnel Costs	\$233,454	\$234,972	\$334,661
Other Costs	1,134,076	1,198,913	2,274,070
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$1,517,531</u>	<u>\$1,583,885</u>	<u>\$2,758,731</u>
Beginning Fund Balance	\$566,947	\$677,110	\$790,595
Ending Fund Balance	\$677,110	\$790,595	\$1,813,932

<u>DRUG FUND:</u>			
REVENUES			
Other Sources	\$197,795	\$215,458	\$295,300
Transfers In	63,314	43,869	100,000
Total Revenue & Transfers In	<u>\$261,109</u>	<u>\$259,328</u>	<u>\$395,300</u>
EXPENDITURES			
Other Costs	\$525,534	\$165,730	\$434,960
Total Expenditures	<u>\$525,534</u>	<u>\$165,730</u>	<u>\$434,960</u>
Beginning Fund Balance	\$691,142	\$426,717	\$520,314
Ending Fund Balance	\$426,717	\$520,314	\$480,654
 <u>INSURANCE FUND:</u>			
REVENUES			
Other Sources	\$16,144,610	\$16,684,400	\$18,943,500
Transfers In	0	0	673,200
Total Revenue	<u>\$16,144,610</u>	<u>\$16,684,400</u>	<u>\$18,943,500</u>
EXPENDITURES			
Other Costs	\$15,249,742	\$16,997,700	\$18,943,500
Total Expenditures	<u>\$15,249,742</u>	<u>\$16,997,700</u>	<u>\$18,943,500</u>
Beginning Fund Balance	\$5,449,870	\$6,344,738	\$6,031,438
Ending Fund Balance	\$6,344,738	\$6,031,438	\$6,031,438
 <u>RISK MANAGEMENT FUND:</u>			
REVENUES			
Other Sources	\$3,767,805	\$4,080,160	\$5,469,311
Total Revenues	<u>\$3,767,805</u>	<u>\$4,080,160</u>	<u>\$5,469,311</u>
EXPENDITURES			
Personnel Costs	\$327,434	\$316,539	\$298,893
Other Costs	1,520,660	4,006,199	4,638,000
Total Expenditures	<u>\$1,848,094</u>	<u>\$4,322,737</u>	<u>\$4,936,893</u>
Beginning Fund Balance	\$1,001,915	\$2,921,626	\$2,679,048
Ending Fund Balance	\$2,921,626	\$2,679,048	\$3,211,466
 <u>CAPITAL IMPROVEMENT PROJECTS FUND:</u>			
REVENUES			
Other Sources	\$2,287,775	\$1,159,500	\$168,600
Issuance of Debt	2,140,000	0	-
Total Revenue	<u>\$4,427,775</u>	<u>\$1,159,500</u>	<u>\$168,600</u>
EXPENDITURES			
Other Costs	\$4,085,888	\$3,313,800	\$376,100
Total Expenditures	<u>\$4,085,888</u>	<u>\$3,313,800</u>	<u>\$376,100</u>
Beginning Fund Balance	\$2,571,350	\$2,913,237	\$758,937
Ending Fund Balance	\$2,913,237	\$758,937	\$551,437
 <u>TMBF/BOND FUND:</u>			
REVENUES			
Other Sources	\$709,570	\$4,971,624	\$200,000
Transfers In	-	-	-
Issuance of Debt	1,617,383	71,000,000	33,000,000
Total Revenue & Debt Issuance	<u>\$2,326,953</u>	<u>\$75,971,624</u>	<u>\$33,200,000</u>
EXPENDITURES			
Other Costs	\$71,846,829	\$57,295,995	\$72,295,000
Transfers Out	561,774	376,752	100,000
Total Expenditures & Transfers Out	<u>\$72,408,603</u>	<u>\$57,672,747</u>	<u>\$72,395,000</u>
Beginning Fund Balance	\$92,047,000	\$21,965,350	\$40,264,227
Ending Fund Balance	\$21,965,350	\$40,264,227	\$1,069,227



2017-2018 FUNDED POSITION COUNT							
EXHIBIT B							
	2016/2017			2017/2018		2018/2019	
	NUMBER OF EMPLOYEES			NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
DESCRIPTIONS	FULL TIME	PART TIME		FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS							
General and Administrative							
Mayor & Council	7			7		7	
City Manager	4	2		4	2	7	0
Finance	16			16		16	
Purchasing	2			2		2	
General Government Buildings	3	2		9	2	9	2
Information Technology	14	1		16	1	17	1
Communications	6	2		6	2	5	1
Legal	7			7		7	
Human Resources	10	1		10	1	9	1
Planning	10	12		12	12	12	12
Transportation	22	7		23	6	24	6
Building & Codes	25			26		26	
Judicial	6			6		6	
Police	305	37		320	44	328	44
Fire	202	2		206	2	209	2
Fleet Services Fund	14			15		16	
Engineering	49	8		49	11	50	8
Urban Environmental	17			17		17	
Civic Plaza	1			1		1	
Recreation - Full Time	75			78		76	
Part Time		272			272		271
Golf - Full Time	15			16		16	
Part Time		44			44		44
Solid Waste	41	1		41	2	41	0
Senior Citizens	10	10		10	11	10	10
Community Development	2	1		2	1	2	1
Total General Fund	863	402		899	413	913	403
Risk Management Fund	3			3		3	
Airport Fund	2	7		2	8	3	8
	5	7		5	8	6	8
	868	409		904	421	919	411



*... creating a better quality of life*

June 11, 2018

Honorable Mayor and members of City Council:

**RE: Certified Tax Rate**

**Background**

The Rutherford County Assessor has conducted a reappraisal for Rutherford County and its towns and municipalities to take effect with the 2018 tax roll. Tennessee State law requires a certified tax rate be calculated upon the revalued tax base at a level which will produce the same property tax revenue from properties previously on the tax rolls as was billed for those properties for the previous year.

The tax rate for our 2017 tax roll was \$1.2066 per \$100 of assessed value. The new certified rate for the 2018 tax roll is \$.9494 per \$100 of assessed value. This is a decrease of .2572 from the 2017 tax roll rate.

**Fiscal Impact**

The City received preliminary numbers to use for the tax base and certified tax rate (.9525) as published in the budget for the public hearing to be held on June 14, 2018.

The revised tax base and certified rate of .9494 is recommended to be used for the proposed 2018-2019 budget to be considered for first reading of Ordinance 18-O-34. The difference between the preliminary numbers and the approved computations is a decrease in estimated taxes of \$1,148.

**Recommendation**

It is recommended Council approve the certified tax rate as calculated by the Rutherford County Assessor and concurred by the State of Tennessee Board of Equalization.

**Attachment**

Letter of Concurrence from Board of Equalization  
Certified Tax Rate Computation

Melissa B. Wright  
City Recorder/Finance Director

Finance and Tax Administration

111 West Vine Street \* P. O. Box 1139 \* Murfreesboro, Tennessee 37133-1139 \* Phone 615 893 5210 \* Fax 615 848 3247  
TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)



JUSTIN P. WILSON  
*Comptroller*

JASON E. MUMPOWER  
*Chief of Staff*

June 1, 2018

Honorable Shane McFarland  
Mayor, City of Murfreesboro  
Rutherford County  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

Re: Certified tax rate concurrence, T.C.A. § 67-5-1701(b)

Dear Mayor McFarland:

We concur in your calculation of the county certified tax rate at \$0.9494. The county may proceed to formally determine the certified tax rate and then adopt the actual 2018 tax rate if the actual rate will not exceed the certified rate as determined. If the certified rate must be exceeded, refer to our step-by-step instructions available through the assessor. It is especially important that any notice of intent to exceed the certified rate be published in the proper form.

Very truly yours,

A handwritten signature in blue ink, appearing to read "B. Knotts".

Betsy Knotts  
Executive Secretary

Enc.

cc: Mr. Rob Mitchell, Assessor of Property

# CALCULATION FORM FOR CERTIFIED TAX RATE

COUNTY  
Murfreesboro (515)

JURISDICTION  
City Basic (2017 - \$ 1.2066 )

TAX YEAR  
2018

	Current Year	Prior Year
1. Appraisal Ratio	1.0000	0.9095
2. Total locally assessed Real Property (Less new real)	\$ 4,097,182,439 \$ (39,761,350)	\$ 3,123,791,655
3. Total assessed value of tangible Personal Property (Less new personal)	\$ 262,793,454 \$ (45,083,455)	\$ 229,645,294
4. Total locally assessed tax base with adjustments	\$ 4,275,131,088	\$ 3,353,436,949
5. Estimated public utility assessments	\$ 83,462,553	\$ 75,909,192
6. Total Tax Base Assessment	\$ 4,358,593,641	\$ 3,429,346,141
7. Prior year's adjusted tax levy		\$ 41,378,491
8. Certified Tax Rate	\$ 0.9494 *	As of 5/15/2018

Please Note:

\*Rounding up is not permitted.

\*\*Numbers from Comptroller's Office

*St Mitchell*  
Assessor

*Sh. Michel*  
Chief Executive



**ORDINANCE 18-O-34** providing for the levy and collection of a tax for the year 2018 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates.

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

**SECTION 1.**

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2018, and the estimates of revenues to be received by the City of Murfreesboro for the year 2018, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2018, the sum of 94.94 Cents (\$0.9494) on every hundred dollars' worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

**SECTION 2.** That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

**SECTION 3.**

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2019, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2019. Such interest shall be added to the amount of the said taxes, and shall be paid by the taxpayer.

(b) After January 1, 2020 but before March 31, 2020, the City Recorder shall certify all taxes remaining unpaid and delinquent on the date of certification to the City Attorney, and the costs fixed by the law of the State for collection of delinquent State or County taxes, exclusive of City Back Tax Attorney's commission, shall be applied and added to the amount of such taxes to be paid by the taxpayer on the date of certification.

**SECTION 4.** That this Ordinance take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make

available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1<sup>st</sup> reading

2<sup>nd</sup> reading

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright  
City Recorder

Adam F. Tucker  
Interim City Attorney

SEAL

**RESOLUTION 18-R-10** approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2018-2019.

**WHEREAS**, the Murfreesboro Water Resources Board presented a proposed budget to the City Council; and,

**WHEREAS**, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Water Resources Department for the Fiscal Year 2018-2019, as adopted by the Murfreesboro Water Resources Board on April 24, 2018, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2018; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Adam Tucker  
Interim City Attorney

Exhibit A

	Actual 2016-2017	Estimated 2017-2018	Proposed 2018-2019
<u>WATER AND SEWER DEPARTMENT:</u>			
REVENUES			
Other Sources	\$ 62,430,000	\$ 64,000,000	\$ 55,000,000
Total Revenue	<u>\$ 62,430,000</u>	<u>\$ 64,000,000</u>	<u>\$ 55,000,000</u>
EXPENDITURES			
Salaries	\$ 6,565,900	\$ 7,070,000	\$ 7,684,000
Other Costs	48,724,900	51,330,000	46,242,000
Total Expenditures	<u>\$ 55,290,800</u>	<u>\$ 58,400,000</u>	<u>\$ 53,926,000</u>
Beginning Fund Balance	\$ 345,172,075	\$ 352,311,275	\$ 357,911,275
Ending Fund Balance	\$ 352,311,275	\$ 357,911,275	\$ 358,985,275
Employee Positions	159	163	165
Employees - Part Time	5	5	7



**RESOLUTION 18-R-11** approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2018-2019.

**WHEREAS**, the Murfreesboro Water Resources Department recommended a proposed Stormwater Utility Management Fund budget to the City Council; and,

**WHEREAS**, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Stormwater Utility Management Fund for the Fiscal Year 2018-2019, as recommended by the Murfreesboro Water Resources Board on April 24, 2018, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2018; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_  
Shane McFarland, Mayor

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Adam Tucker  
Interim City Attorney

Exhibit A

	Actual 2016-2017	Estimated 2017-2018	Proposed 2018-2019
<u>STORMWATER :</u>			
REVENUES			
Other Sources	\$ 2,900,000	\$ 2,900,000	\$ 2,950,000
Total Revenue	<u>\$ 2,900,000</u>	<u>\$ 2,900,000</u>	<u>\$ 2,950,000</u>
EXPENDITURES			
Salaries	\$ 390,000	\$ 405,000	\$ 434,000
Other Costs	1,768,435	1,970,000	2,166,000
Total Expenditures	<u>\$ 2,158,435</u>	<u>\$ 2,375,000</u>	<u>\$ 2,600,000</u>
Beginning Fund Balance	\$ 9,715,344	\$ 10,456,909	\$ 10,981,909
Ending Fund Balance	\$ 10,456,909	\$ 10,981,909	\$ 11,331,909
Employee Positions	8	8	9
Employees - Part Time	0	0	0

**RESOLUTION 18-R-15** to provide other post-employment benefits for retirees for FY 2018-2019.

**WHEREAS**, the City of Murfreesboro has chosen to provide post-employment benefits other than a pension to its retirees in previous fiscal years; and,

**WHEREAS**, the City of Murfreesboro wishes to provide other post-employment benefits ("OPEB") to its retirees for Fiscal Year 2018-2019 in the form of allowing said retirees to participate in the City's Health Benefits Plan on a cost shared basis under certain terms and conditions; and,

**WHEREAS**, for this OPEB purpose, the City includes the Water and Sewer Department, but not the Murfreesboro City School System, the Murfreesboro Electric Department, or the Evergreen Cemetery; and,

**WHEREAS**, the City has heretofore chosen, and is choosing again for the upcoming fiscal year to pay the cost of providing the City portion of the insurance benefit with current revenue and not to set aside funds for the City's OPEB obligation; and,

**WHEREAS**, although funded from current revenues, providing such other post-employment benefits means that the City is required to estimate the future cost of continuing to provide the benefits and to include said cost estimate in its comprehensive annual financial report as an accrued liability (although it is under no legal obligation to continue to maintain the benefits) under current GASB (General Accounting Standards Board) standards; and,

**WHEREAS**, to comply with GASB standards, the total OPEB obligation is projected every two years by the City's actuary, Findley (formerly BPS&M, LLC, a Wells Fargo Company), and their projection of the estimated net OPEB obligation for all employees for all years for purposes of GASB 45 was \$65,062,018 as of June 30, 2017 as projected June 30, 2016; and,

**WHEREAS**, the City has engaged Findley to perform actuarial calculations for fiscal year 2018 and 2109; and,

**WHEREAS**, in light of all of the foregoing, the City Council is choosing to recognize the service provided to the City and its taxpayers by its retired employees by continuing the option for retirees to obtain OPEB benefits for the upcoming fiscal year.

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

**SECTION 1.** A City employee may continue to participate in the City's Health Benefits Plan after retirement for FY 2018-2019 if either:

a) the employee has attained age 55, has completed 15 years of continuous service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan in the 5 years preceding the employee's retirement, and the City employee has retired under the City's pension plan;

OR,

b) the employee has completed 30 years of continuous service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan immediately

preceding retirement, and the City employee has retired under the City's pension plan.

SECTION 2. Retired employees meeting the eligibility requirement in Section 1 may participate in the City's Health Benefits Plan until the retired employee attains age 65. If the employee is age 65 or greater at retirement or if the retired employee attains age 65, the employee is no longer eligible to participate in the City's Health Benefits Plan, but is eligible to participate in the City's Medicare Supplement Plan.

SECTION 3. The cost of a retired employee's participation in the City's Health Benefits Plan or in the Medicare Supplement Plan will be shared between the retired employee and the City with the retired employee paying approximately 20% of the cost and the City paying approximately 80% of the cost.

For FY 2018-2019, the cost of participating in the Health Benefits Plan will be the slightly lower for retired employees than for non-retired employees.

For FY 2018-2019, the retired employee's monthly cost to participate in the Medicare Supplement Plan will be: \$100.20 for individual coverage; \$200.40 for individual plus child(ren) coverage; \$200.40 for individual plus spouse coverage; and, \$300.60 for family coverage.

The retired employee, or eligible spouse or eligible dependent, must pay the participant's cost of such Health Benefits Plan or Medicare Supplement Plan coverage when and as directed by the Human Resources Department.

SECTION 4. Eligible retired employees and/or their spouses may participate in the City's Health Reimbursement Arrangement (HRA) - Medicare Plan without any cost to them. Participants will receive \$180.00 (or \$360.00 for family coverage) per month to use for qualified medical expenses.

SECTION 5. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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





*... creating a better quality of life*

June 1, 2018

## **NEW BUSINESS - REGULAR AGENDA**

### **MAYOR McFARLAND AND COUNCIL MEMBERS**

Re: Authorization to initiate condemnation of Electric easements

As an item of New Business, it is requested that Council authorize the initiation of condemnation proceedings to acquire electric easements.

**Background.** Murfreesboro Electric Department ("MED") is ready to commence construction of a two-mile double circuit overhead line from the Veterans Parkway substation to the Colonial Pipeline pump station located West of Veterans Parkway. A number of easements for the poles, lines and guy wires are required. Easements have been acquired from all affected landowners except Springland Ventures, LLC. MED staff has sent offers to Springland Ventures, and I have talked with the attorney representing Springland Ventures in other matters. We have not received any response to MED's offer for the necessary easements.

Timing for construction of the new circuit is becoming critical.

**Recommendation.** I recommend that Council authorize the Legal staff to initiate condemnation proceedings to acquire the easements, and to obtain formal appraisals of the property rights affected if necessary.

**Concurrences.** The Power Board has recommended that Council authorize condemnation and appraisals if necessary.

I will be happy to answer any questions.

Respectfully,

David A. Ives  
Deputy City Attorney

**Attachments:** 1) A copy of MED's offer letter to Springland Ventures, LLC  
2) Letter from P.D. Mynatt with recommendation

Legal Department

111 W. Vine St. \* Murfreesboro, Tennessee 37130 \* Phone 615 849 2616 \* Fax 615 849 2662 \* TDD 615 849 2689

[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

dwj h:\med\real estate\veterans parkway improvements 18-g053\litr.council.condemn.springland.doc 6/1/2018 12:45:20 PM #1



205 North Walnut Street  
P. O. Box 9  
Murfreesboro, Tennessee 37133-009  
Office: 615-893-5514  
Fax: 615-904-9118  
[www.murfreesboroelectric.com](http://www.murfreesboroelectric.com)

Mayor Shane McFarland  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130

RE: Permanent Electric Utility Easements for Colonial Pipeline

Mayor McFarland,

Attached is a recommendation for the acquisition of Permanent Electric Utility Easements required for the Murfreesboro Electric Department (MED) to serve Colonial Pipeline's pump facility off of Mooreland Lane and the surrounding developments.

Sincerely,

A handwritten signature in black ink that reads "P.D. Mynatt".

P.D. Mynatt  
General Manager

Cc: Philip Lim, P.E. Director of Engineering  
Chris Barns, P.E. Distribution Engineer  
Jimmy Nguyen, E.I. Distribution Engineer

Cc: Philip Lim, Chris Barns, Jimmy Nguyen



**Background** – MED will be constructing a two-mile double circuit overhead line from Veterans Substation to Colonial Pipeline's pump station on the west side of Veterans Parkway (see Exhibit 1).

**Purpose** – In order to serve Colonial Pipeline and the surrounding developments, MED will have to extend an overhead electrical pole line onto two parcels (see below). Therefore, Permanent Electric Utility Easements must be acquired from the property owner(s).

**Fiscal Impact** – The fiscal impact will be determined as a part of the condemnation process, but it is estimated to be \$2,200 based on the City of Murfreesboro's formula for acquiring easements.

The Land Market Value of the entire tract is calculated into a dollar per square foot (\$/SQ. FT.) value. The \$/ SQ. FT. value is multiplied by the total SQ. FT. of the easement to yield a value of the tract encumbered by the easement. The City of Murfreesboro offers the property owner 60% of the value of the tract encumbered by the easement as a consensual transaction without condemnation. The original offer is 10% more than the property owner would receive if condemnation would occur.

With condemnation, the City of Murfreesboro offers compensation to the property owner based on the higher amount for the below scenarios.

- 50% of the value of the tract encumbered by the easement based of the City of Murfreesboro's formula for acquiring easements; or
- The value of the easement as determined by an appraisal.

This estimate was previously approved by MED's Board on January 24<sup>th</sup>, 2018, and an offer letter was submitted to the property letters on January 30<sup>th</sup>, 2018. MED has yet to receive any counter offers from the property owners.

#### **Parcels Impacted**

Tax Map: 100, Parcel: 16.00	Springland Ventures, LLC
Tax Map: 100, Parcel: 27.01	Springland Ventures, LLC

#### **Attachments**

Please see attached easement documents for reference.

**Recommendation** – The easements must be obtained prior to September 2018 to give the Operations Department time to fully construct the line extension and upgrading the existing MTEMC overhead facilities by November 2018. MED Engineering recommends continuing to contact the owners and presenting the original offer, but to also make preparation to acquire an appraisal of the property through the condemnation process.



205 North Walnut Street  
P. O. Box 9  
Murfreesboro, Tennessee 37133-009  
Office: 615-893-5514  
Fax: 615-904-9118  
[www.murfreesboroelectric.com](http://www.murfreesboroelectric.com)

Springland Ventures LLC  
801 Mooreland Drive  
Murfreesboro, TN 37128

January 30, 2018

To whom it may concern:

Murfreesboro Electric Department will be constructing a two-mile double circuit overhead electric line from Veterans Substation to Colonial Pipeline's pump station on the west side of Veterans Parkway and parallel to Mooreland Drive. Due to the installation of additional poles, anchors and guy wires, new Permanent Electric Utility Easements must be acquired from several property owners. This project is **critical** in maintaining a safe and reliable electric system. As such, prompt correspondence is requested.

Murfreesboro Electric Department is offering \$2,123.15 for four (4) Utility Easements (see attached). I may be reached directly at 615-430-7683 or if more convenient you may reach me via email at [jnguyen@medtn.com](mailto:jnguyen@medtn.com). I look forward to your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Jimmy Nguyen". The signature is fluid and cursive.

Jimmy Nguyen, E.I.  
Distribution Engineer





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## **Regular Agenda**

---

**June 7, 2018**

**Honorable Mayor and Members of City Council**

**Re: Planning Commission recommendations**

### **Background**

During its regular meeting on June 6, 2018, the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Zoning application [2018-414] for approximately 19.6 acres located along Veterans Parkway to amend the PUD (Westlawn PUD), Parks-Harney Investments.
- b. Zoning application [2018-416] for approximately 5.1 acres located along Manchester Pike and Maples Farm Drive to be rezoned from CH to RS-A (Type 2), The Maples Family General Partnership applicant.
- c. Annexation plan of services and annexation petition [2018-504] for approximately 34.8 acres located along Saint Andrews Drive and Veterans Parkway, St Andrews, LLC applicant.
- d. Zoning application [2018-415] for approximately 28.5 acres located along Saint Andrews Drive and Veterans Parkway to be zoned CF simultaneous with annexation, City of Murfreesboro applicant.
- e. Annexation Plan of Services and annexation petition [2018-505] for approximately 85.9 acres located along Florence Road, Roy L. Waldron Family Ltd. Partnership applicant.
- f. Zoning application [2018-417] for approximately 198 acres along Florence Road to be rezoned from PUD, RS-10, RS-12, and County RM to RS-A Type 2 (29.91 acres), RS-6 (58.98 acres), CH (22.26 acres), CF (68.32 acres), and PRD (Windwoods PRD - 0.55 acres), Roy L. Waldron Family Ltd. Partnership applicant.

- g. Annexation plan of services and annexation petition [2018-501] for approximately 146.6 acres located along Bradyville Pike, Kenneth S. Carter applicant.

In addition, during its regular meeting on March 7, 2018, the Planning Commission conducted a public hearing on the matter listed below. After the public hearing, the Planning Commission discussed the matter and voted to recommend its approval.

- h. Zoning application [2018-404] for approximately 134 acres located along Bradyville Pike to be zoned PRD (Carter's Retreat PRD) simultaneous with annexation and approximately 0.1 acres to be zoned RS-10 simultaneous with annexation, SourceLand, LLC applicant.

### **Recommendation**

It is recommended that the City Council schedule these matters for public hearings.

### **Concurrences**

The Murfreesboro Planning Commission has studied and conducted public hearings on these matters and recommends their approval.

### **Fiscal Impact**

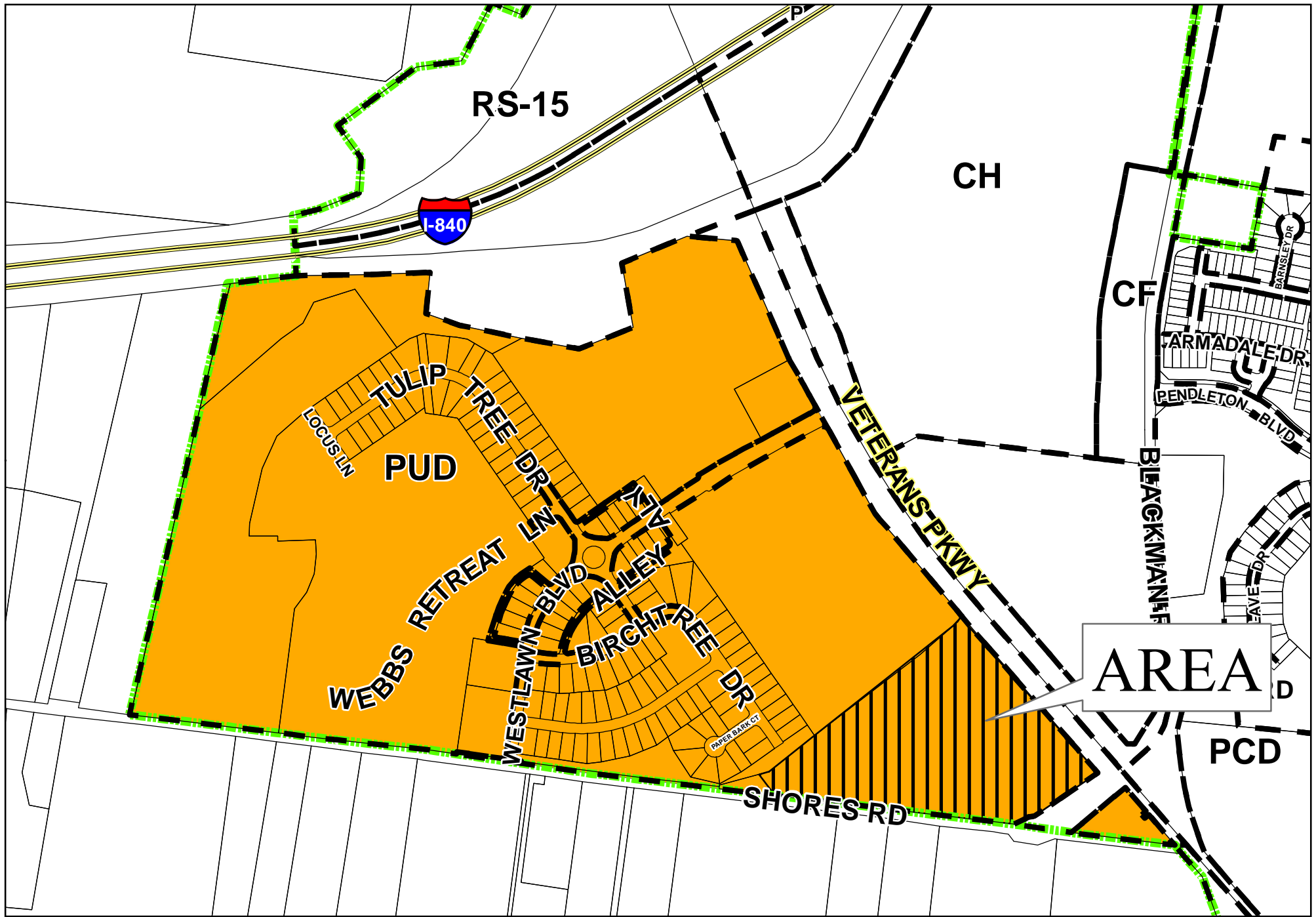
Staff is not aware of any fiscal impact that will result directly from this recommendation.

### **Attachments**

1. Illustrations of the areas

Respectfully Submitted,

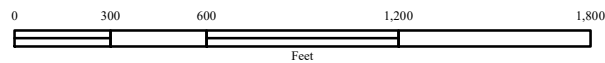
Matthew T. Blomeley, AICP  
Assistant Planning Director



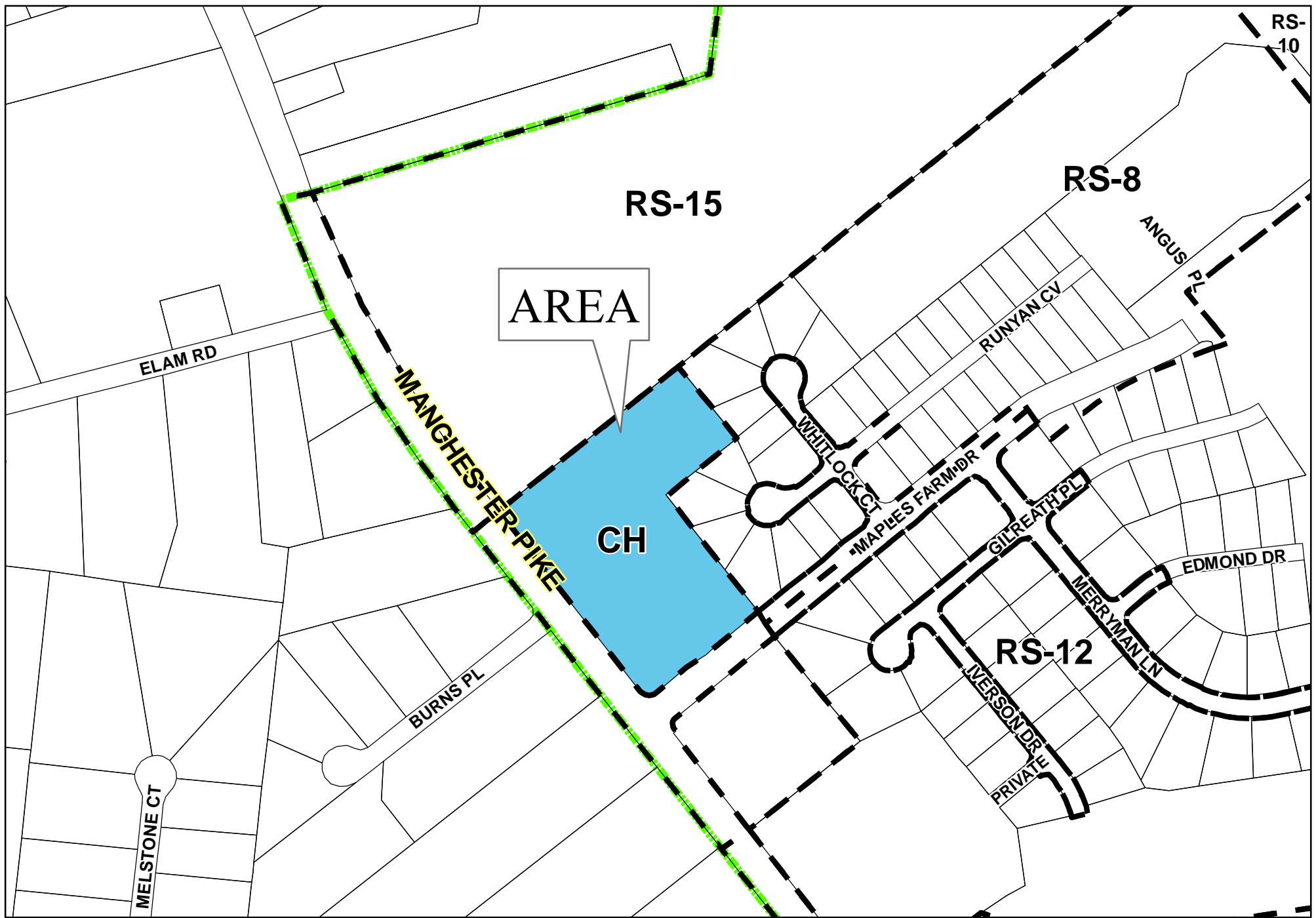
## Westlawn PUD Amendment



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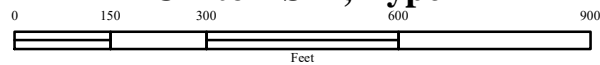
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Murfreesboro, Tennessee 37130  
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**Rezoning Request for Property Along Manchester Pike and Maples Farm Drive**  
**CH to RS-A, Type 2**

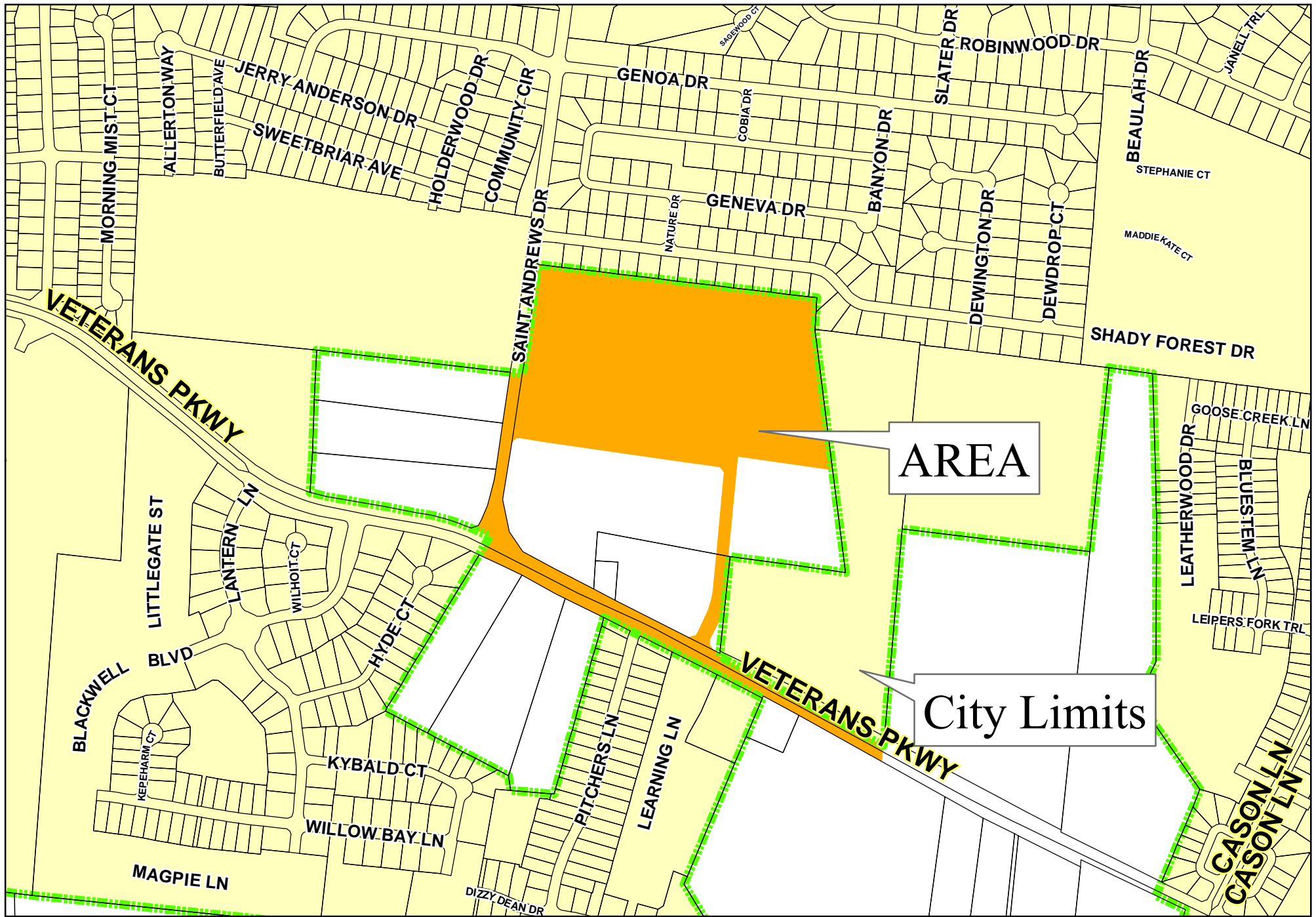


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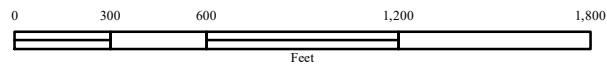




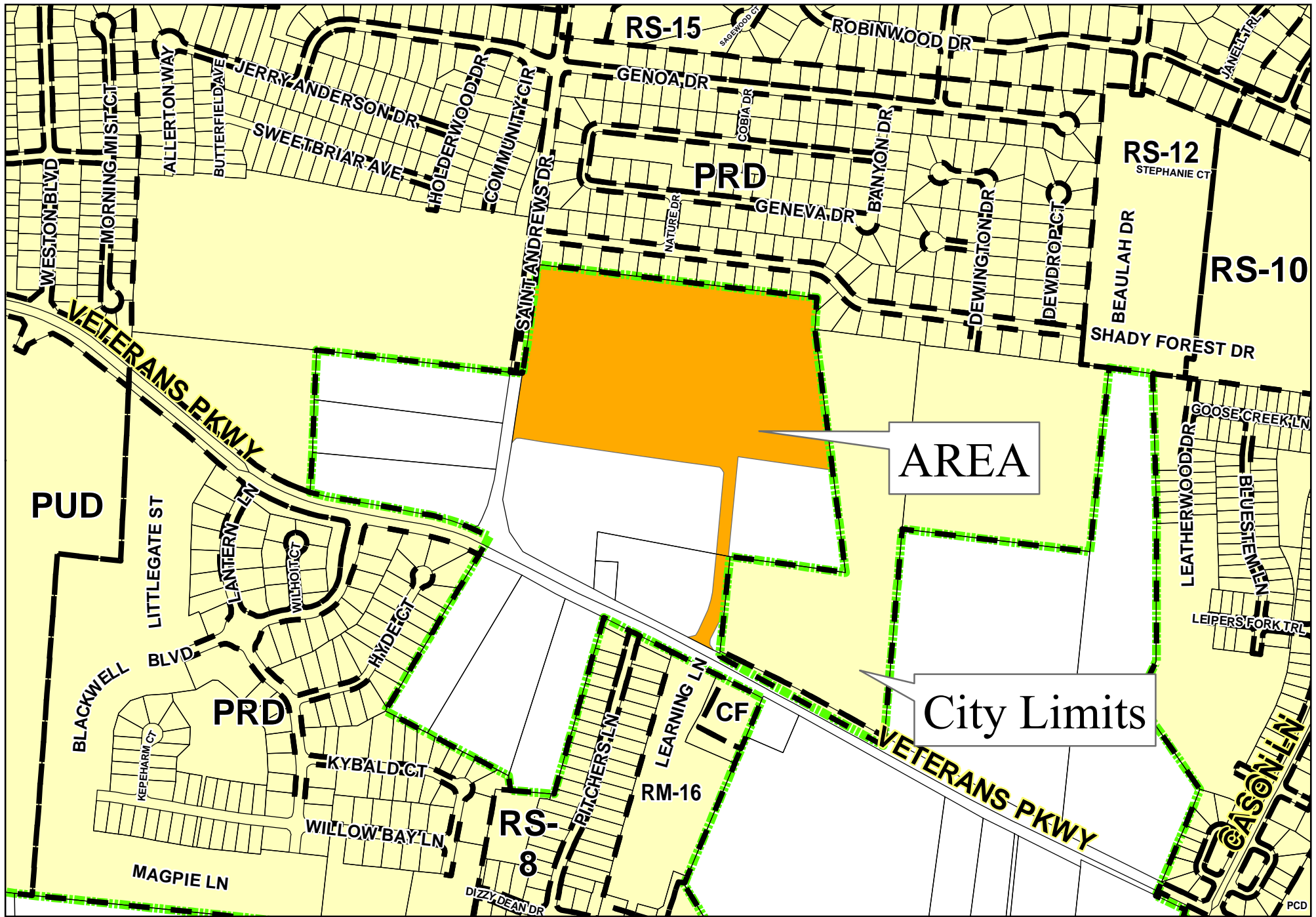
## Annexation Request for Property Along Saint Andrews Drive and Veterans Parkway



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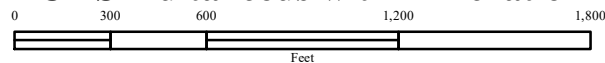
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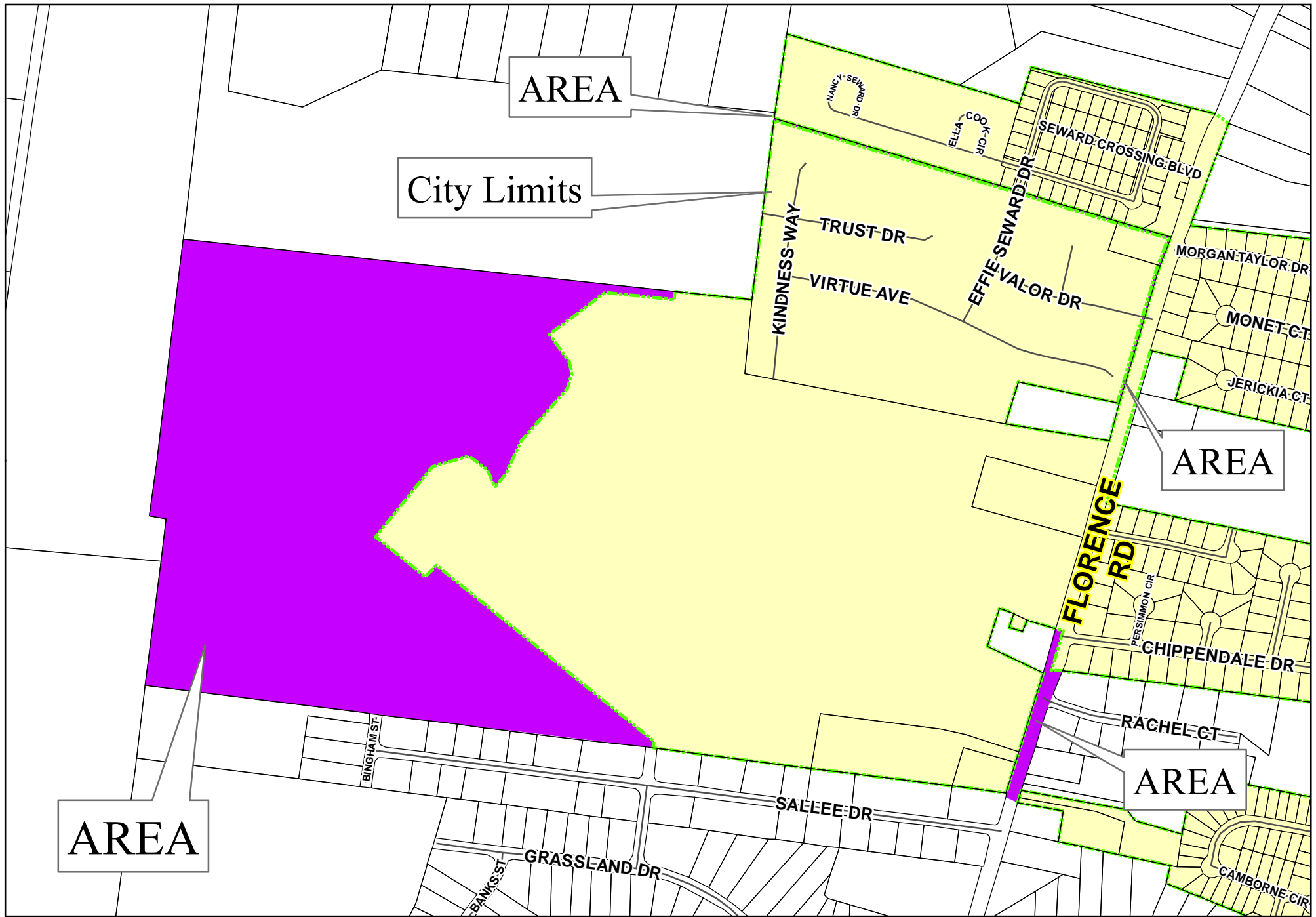
## Zoning Request for Property Along Saint Andrews Drive and Veterans Parkway CF Simultaneous with Annexation



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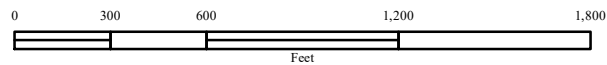
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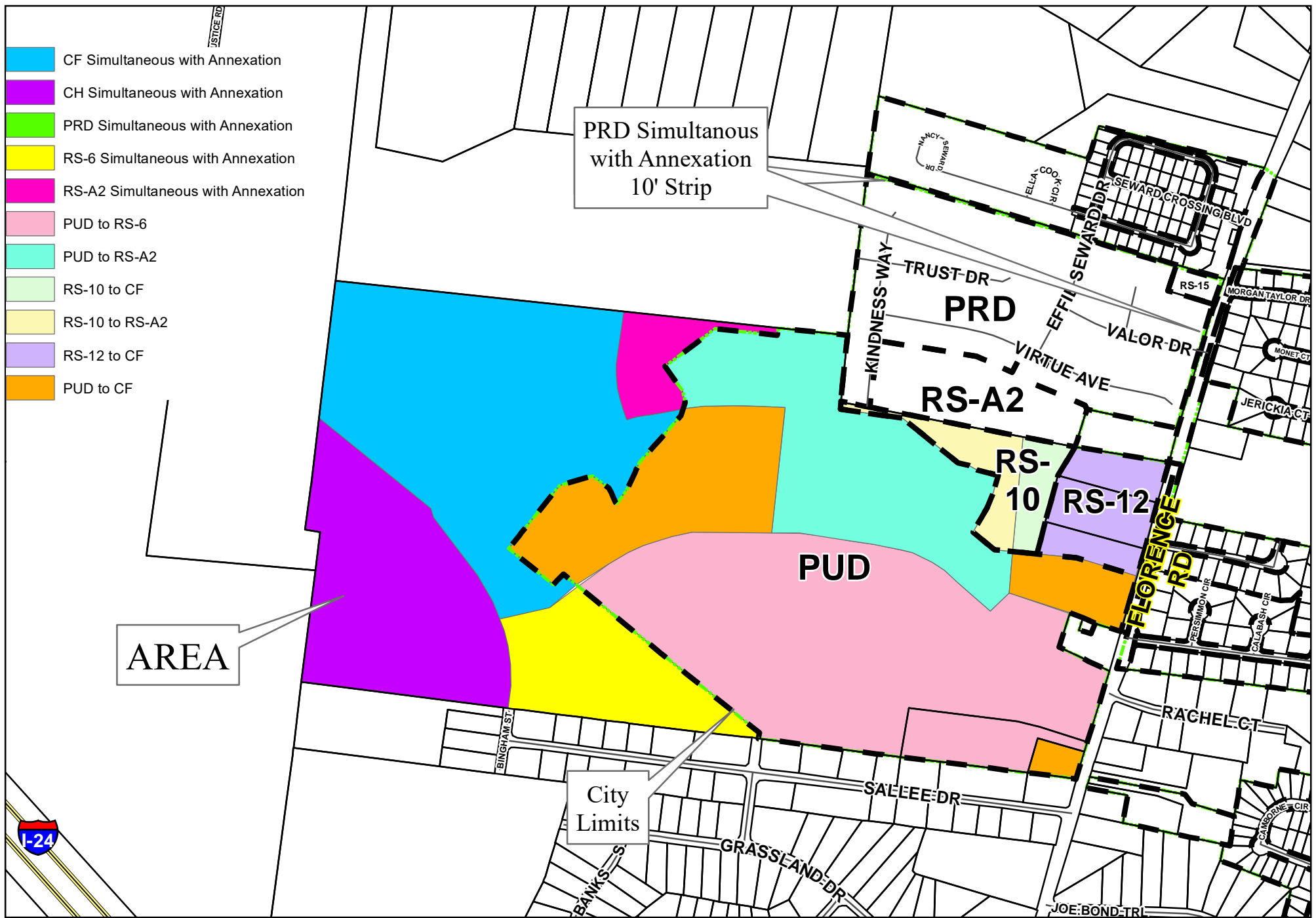
## Annexation Request for Property Along Florence Road



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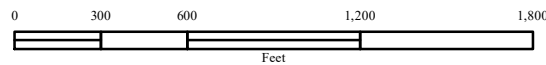
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## Zoning Request for Property Along Florence Road

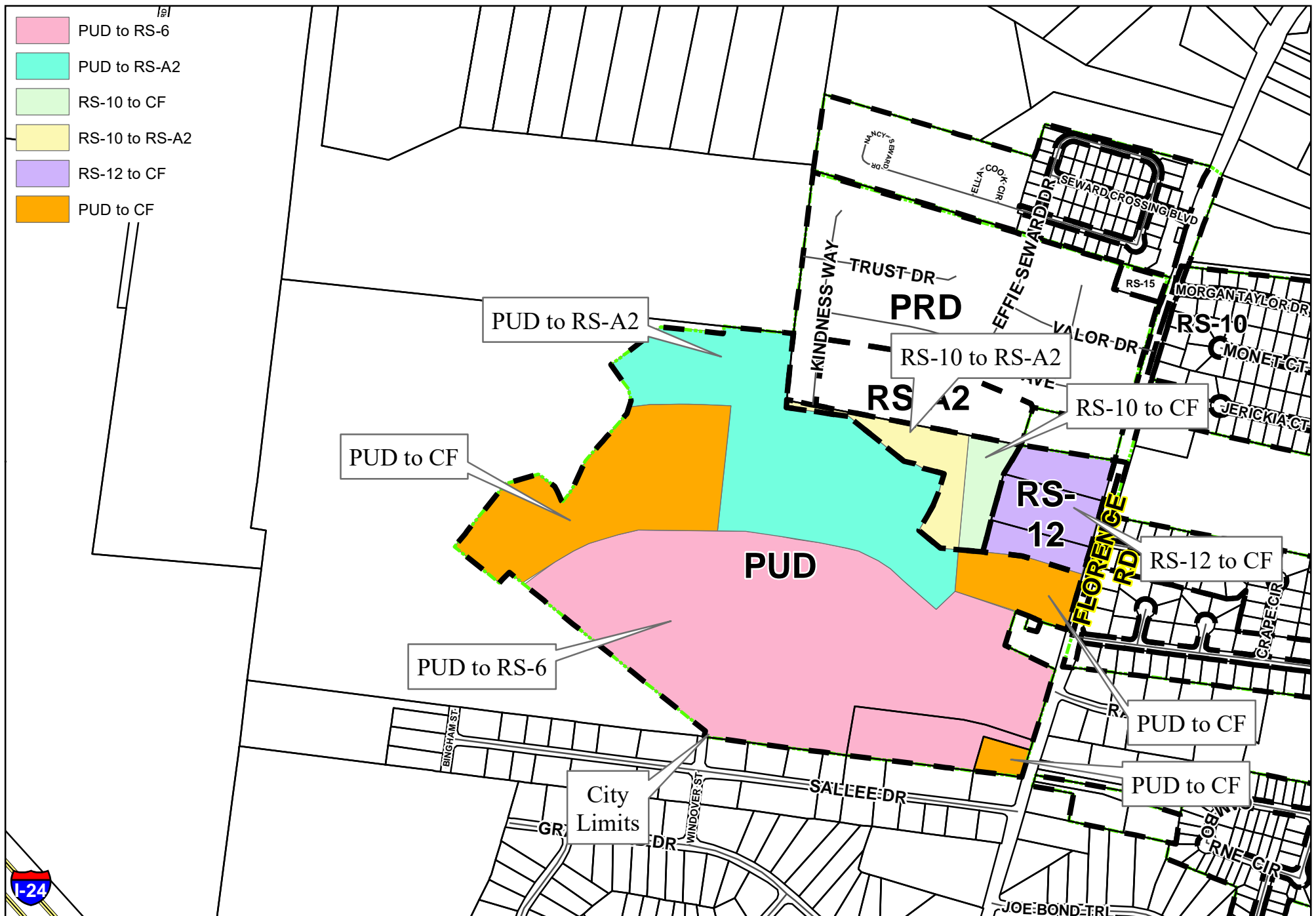


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# **Rezoning Request for Property Along Florence Road** **PUD to RS-6, PUD to RS-A2, RS-10 to CF, RS-10 to RS-A2, RS-12 to CF and PUD to CF**

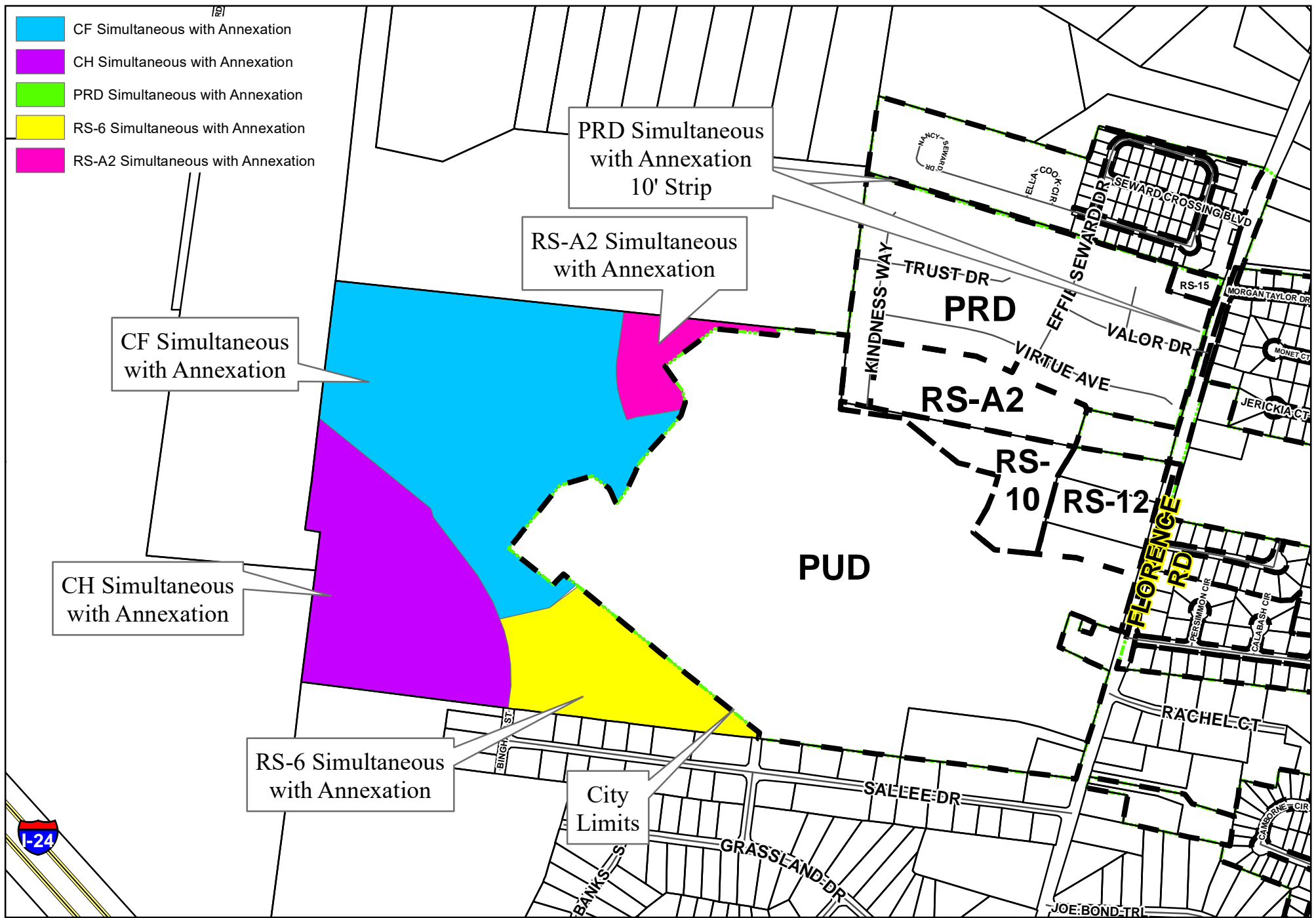


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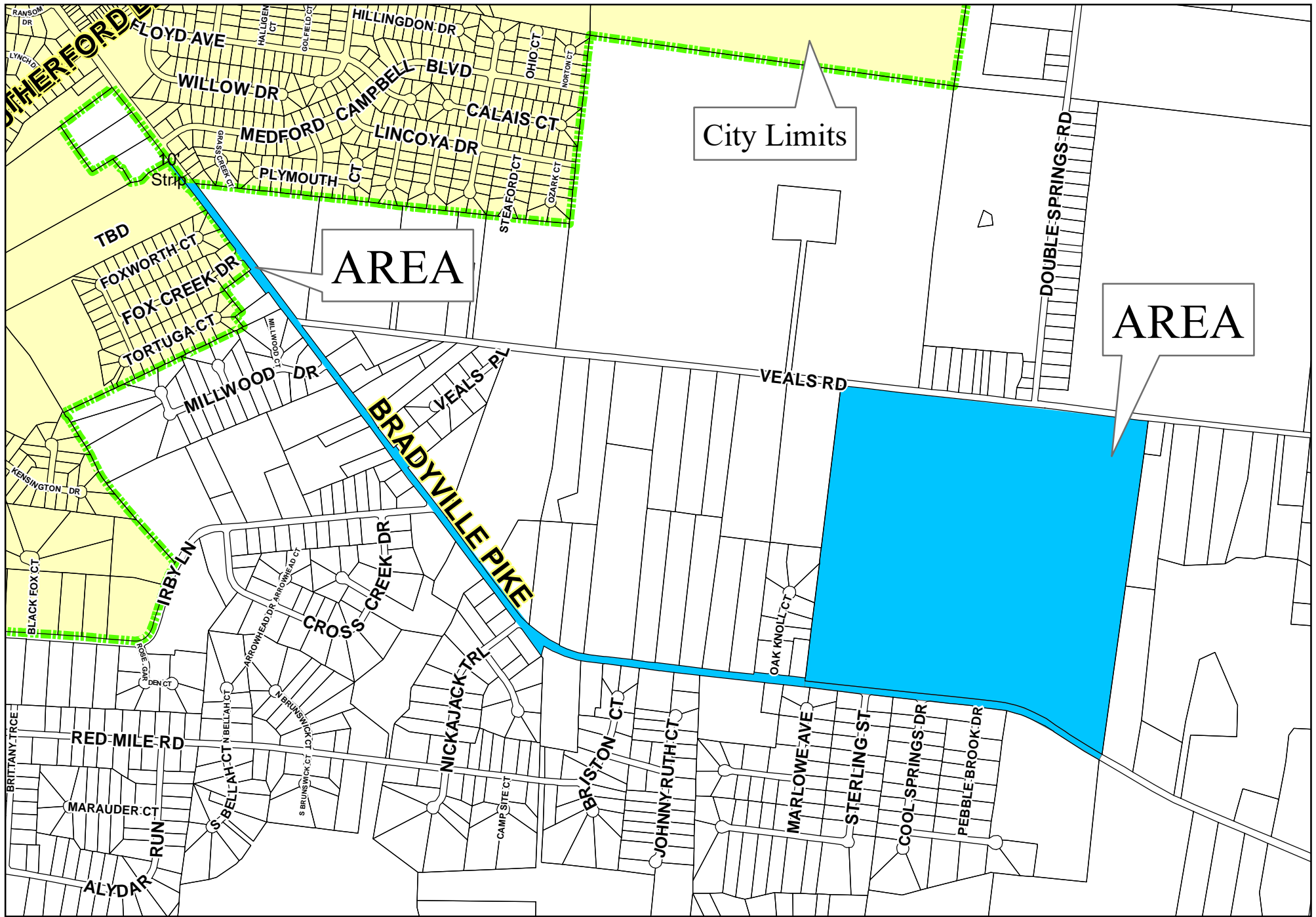
## Zoning Request for Property Along Florence Road CF, CH, PRD, RS-6 and RS-A2 Simultaneous with Annexation



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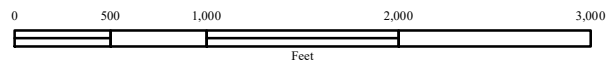
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## Annexation Request for Property Along Bradyville Pike



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*Regular Agenda*

June 14, 2018

Honorable Mayor McFarland and Members of City Council:

- A. Proposal for the Design of the St. Andrews Drive - Veteran's Parkway School Road A and Road C**
  - B. Construction Contract for Southwest Elementary School Site Grading and Utilities**
  - C. Kingdom Drive Bridge Development and Construction Agreement**
  - D. Construction Contract for Kingdom Drive Roadway Improvements**
- 

- A. Proposal for the Design of the St. Andrews Drive - Veteran's Parkway School Road A and Road C**

As an agenda item for the June 14, 2018 City Council meeting, it is recommended that City Council approve the Proposal for the Design of the St. Andrews Drive -Veteran's Parkway School Road A and Road C project.

**Background**

The staff of Murfreesboro City Schools has determined through enrollment levels and anticipated growth that a new elementary school is needed in the fast-growing southwest Murfreesboro area. City Administration, Planning and Engineering staffs identified 15 potential sites that met the minimum school site needs. Staff evaluated the sites and ranked them based on several evaluation criteria. Three sites were evaluated more fully including conceptual development plans. These sites were presented at a joint work session with Murfreesboro City Council and School Board. The property owned by St. Andrews LLC located at the northeast corner of St Andrews Drive and Veterans Parkway was identified as the first choice at the work session. Property acquisition negotiations and site planning efforts have advanced to a stage that property, roadway and utility needs have been identified. Off-site roadway and utilities are needed to provide adequate access and services to the site. The conceptual layout of the proposed improvements have been attached for your use.

City staff requested and received the attached engineering services proposal from Huddleston Steele Engineering to provide off-site roadway and utility design services. The design services will include the survey, preliminary and final design of the roadways and

utilities, preparation of exhibits and descriptions for any required property acquisition, bidding services and construction administrative services.

### **Fiscal Impact**

Funding for the project will come from reserves to be reimbursed from future bonds or loans as part of the school construction. Huddleston-Steele Engineering proposes to perform the design services on an hourly basis not to exceed \$295,000.00.

### **Recommendation**

Staff recommends approval of the Proposal for the Design of the St. Andrews Drive-Veteran's Parkway School Road A and Road C in the amount of \$295,000.00.

### **Attachments**

1. Conceptual Layout of School and Road
2. Proposal for the Design of the St. Andrews Drive - Veteran's Parkway School Road A and Road C

### **B. Construction Contract for Southwest Elementary School Site Grading and Utilities**

As an agenda item for the June 14, 2018 City Council meeting, it is recommended that City Council approve the construction contract for the Southwest Elementary School grading and utilities.

### **Background**

The construction of the proposed Southwest Elementary School has a very condensed schedule in an attempt to open the facility by the beginning of the 2019 school year which is the first week of August, 2019. In order to achieve this schedule, staff has expedited the site design and has advertised for bids for the grading and part of the utilities that will be required to begin the building construction later this summer. These bids will be opened the afternoon of June 14, 2018. Staff will present a tabulation of the bids at the Council meeting with a recommendation to award.

### **Fiscal Impact**

Funding for the project will come from reserves to be reimbursed from future bonds or loans as part of the elementary school construction. The overall cost of the elementary school project is approximately \$33,000,000 which includes the land purchase, road and utility construction, and site and facility construction.

### **Recommendation**

Staff recommends approval of the construction contract for the Southwest Elementary School site.

### **C. Kingdom Drive Bridge Development and Construction Agreement**

As an agenda item for the June 14, 2018 City Council meeting, it is recommended that City Council approve the Bridge Development and Construction Agreement for the Kingdom Ridge Roadway Improvements project.

#### **Background**

The Council approved the design contract for Kingdom Ridge Roadway Improvements project on June 2, 2016. As the property was master planned, a bridge over Overall Creek to the east was suggested as a potential improvement to east-west transportation routes in the area. The City and the developer of the Kingdom Ridge subdivision discussed and agreed that adding a bridge at this location was desirable. Subsequently, the developer revised the master plan for Kingdom Ridge and a bridge at this location was added to the City's Capital Improvement Plan. A copy of the conceptual layout is attached.

Bids for the construction of this project were received on April 18, 2018 with Bell and Associates being the low bidder. In general, the developer, Swanson Development has agreed to fund the roadway portion of the project with the City funding the bridge construction. Consolidated Utilities District (CUD) has agreed to fund a water line extension through the project as well. Swanson Development has also agreed to donate all property necessary for construction of the roadway connection.

#### **Fiscal Impact**

The proposed agreement indicates funding will be as follows based on the bid price:

- Swanson Development - \$743,611.00
- City of Murfreesboro - \$1,508,522.60
- CUD - \$286,050.00

Attached is an itemization of the estimated cost for the project.

#### **Recommendation**

City Staff recommends approval of the Bridge Development and Construction Agreement with Swanson Development.

#### **Attachments**

1. Conceptual Layout of Kingdom Drive Bridge
2. Bridge Development and Construction Agreement for the construction of the Kingdom Ridge Roadway Improvement
3. Itemization of the estimated cost

### **D. Construction Contract for Kingdom Drive Roadway Improvements**

As an agenda item for the June 14, 2018 City Council meeting, it is recommended that City Council approve the construction contract with Bell and Associates for the Kingdom Ridge Roadway Improvements project.



## **Background**

The Council approved the design contract for Kingdom Ridge Roadway Improvements project on June 2, 2016. During 2012, a new elementary school was proposed near Veterans Parkway and State Route 96 adjacent to Overall Creek. As the property was master planned, a bridge over Overall Creek to the east was suggested as a potential improvement to east-west transportation routes in the area. The City and the developer of the Kingdom Ridge subdivision discussed and agreed that adding a bridge at this location was desirable. Subsequently, the developer revised the master plan for Kingdom Ridge and a bridge at this location was added to the City's Capital Improvement Plan.

Four bids for the construction of this project were received on April 18, 2018 with Bell and Associates being the apparent low bidder. A copy of the bid tabulation is attached for your reference. Bell and Associates has completed several projects for the City including a section of Medical Center Parkway and Rutherford Boulevard.

## **Fiscal Impact**

Bell and Associates bid price based on the estimated quantities is \$2,538,183.60. As outlined in the previously considered Bridge Development and Construction Agreement between the City of Murfreesboro and Swanson Developments, LP, the City's portion of the funding for the construction is \$1,508,522.60 which will be from previous bond issues.

## **Recommendation**

Staff has attached the letter from Huddleston-Steele Engineering, Inc. recommended award of the contract to Bell and Associates. City Staff recommends approval of the Construction Contract in the amount of \$2,538,183.60.

## **Attachments**

1. Bid Tabulation
2. Recommendation Letter from Huddleston Steele, Inc.

Thank you for your consideration,

Chris Griffith  
City Engineer



## **Section A**

### ***A. Attachments***

- 1. Conceptual Layout of School and Road***
- 2. Proposal for the Design of the St. Andrews Drive – Veteran's Parkway School Road A and Road C***



SCHOOL SITE 2  
VETERANS PKWY / ST. ANDREWS DR  
SCALE 1"=300'



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## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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### WHEN “STUDY AND REPORT PHASE” ARE DELETED AND “RESIDENT PROJECT REPRESENTATION” IS PROVIDED BY OWNER

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THIS IS AN AGREEMENT made as of \_\_\_\_\_, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and Huddleston-Steele Engineering, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of St. Andrews Drive, Veterans Parkway School Road A and Road C Roadway Improvements, to City of Murfreesboro standards (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

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#### SECTION 1 BASIC SERVICES OF ENGINEER

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##### 1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

##### ~~1.2 Study and Report Phase~~

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data;~~

~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to~~

~~approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs,~~

allowances, etc., are hereinafter called "Total Project Costs."

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of



probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

#### 1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

#### 1.6 Construction Phase

During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (2013 ed.) of the Engineer's Joint Contract Documents Committees said the Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means,

methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. As OWNER's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9

Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and

classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the

Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.



## 1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

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## SECTION 2 ADDITIONAL SERVICES OF ENGINEER

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### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under

Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services



in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus-a-fixed-fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

~~2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

## 2.2 Required Additional Services

(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

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## SECTION 3 OWNER'S RESPONSIBILITY

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OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right of way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for

coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

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#### SECTION 4 PERIODS OF SERVICE

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4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) ~~thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project as defined in Exhibit A Section 4.~~

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of



separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further

Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

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## SECTION 5 PAYMENTS TO ENGINEER

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### 5.1 Methods of Payment for Services and Expense of ENGINEER

~~5.1.1 For Basic Planning and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

~~5.1.1A For Basic Design Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

~~5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:~~  
T.B.D.

~~5.1.1.1A One Prime Contract.~~ If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **\$295,000.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to \_\_\_\_% of the Construction Cost for such services.~~

~~5.1.1.2 Several Prime Contracts.~~ If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be



~~added to the aforementioned not to exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, \_\_\_\_\_% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1, on the basis of Salary Costs times a factor of \_\_\_\_\_ for services rendered by principals and employees assigned to resident Project representation.~~

~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of \_\_\_\_\_ for services rendered by principals and employees engaged directly on the Project.~~

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule Salary Costs times a factor of 2.75.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

5.1.4.1 ~~For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

5.1.4.2 ~~For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.~~

5.1.4.3 ~~For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

## 5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4. ~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,~~

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:~~

<i>Phase</i>	<i>Percentage</i>
Study and Report	NA
Preliminary Design	35%
Final Design	40%
Bidding or Negotiating	5%
Construction	20%
Operational	NA
	100%

### 5.3 Other Provisions Concerning Payments

#### 5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably

to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

### 5.4 Definitions

5.4. Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1.

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## SECTION 6 CONSTRUCTION COST AND OPINIONS OF COST

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### 6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

### 6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs

provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advise and consent of OWNER types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or

character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

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## SECTION 7 GENERAL CONSIDERATION

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### 7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

### 7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for



the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and omissions insurance.

### 7.4 Controlling Law

This Agreement is to be governed by the laws of the State of Tennessee.

### 7.5 Successors and Assigns

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and

ENGINEER and not for the benefit of any other party.

### 7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

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## SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

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8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of~~  
~~— pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the



purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Principal Engineer	\$165.00/hour
Senior Engineer	\$135.00/hour
Senior Surveyor	\$130.00/hour
Survey Manager	\$120.00 /hour
Design Engineer	\$120.00/hour
Landscape Architect	\$135.00/hour
Staff R.L.S	\$120.00/hour
Site Designer	\$120.00/hour
Survey Technician	\$90.00/hour
Staff Technician	\$90.00/hour
Technical/Clerical Support	\$70.00/hour
2-Man Survey Crew	\$120.00/hour
3-Man Survey Crew	\$160.00/hour
GPS Survey Crew	\$175.00/hour
1-Man GPS/Robotic Crew	\$120.00/hour

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

**CITY OF MURFREESBORO**

**HUDDLESTON-STEELE ENGINEERING, INC.**

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

By: William H. Huddleston

Title: \_\_\_\_\_

Title: PRESIDENT

Address for giving notice:  
Engineering Department  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, Tennessee 37133-1139

Address for giving notice:  
2115 N.W. Broad Street  
Murfreesboro, Tennessee 37129  
Phone: 615-893-4084

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the City of Murfreesboro, Tennessee

## **EXHIBIT A**

### **FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS**

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on \_\_\_\_\_, between the City of Murfreesboro, Tennessee, (OWNER) and Huddleston-Steele Engineering, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.
2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.
3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.
4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

The Project will be designed in one phase. Phase 1 (St. Andrews Drive, Veterans Parkway School Road A and Road C) is defined as St. Andrews Drive beginning at its intersection with Veterans Parkway and proceeding northerly approximately 1400 l.f. to Shady Forest Drive, and including its intersection at each end and as Veterans Parkway School Road A and Road C beginning at its intersection of St. Andrews Drive and proceeding easterly and then southerly approximately 2000 l.f. to Veterans Parkway, and including each intersection at each end, in Murfreesboro, Tennessee.

Phase 1: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 90 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 30-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents, right-of-way and easement acquisition descriptions and exhibits, and permit applications and coordination. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

Phase I: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 60 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

If requested by the City Engineer, the ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. If requested by the City Engineer, it shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.



## **EXHIBIT B BETWEEN OWNER AND ENGINEER**

### **Duties, Responsibilities, and Limitations of Authority of Project Manager**

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

#### **B6.01            *Project Manager***

- A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.
- B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:
- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.
  - Maximize continued pro-active planning during construction to reduce problems during execution.
  - Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.
  - Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.
  - Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.
  - Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.
  - Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.
  - Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
  - b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.
  - c. Coordinate with City's Inspector and the local utility providers when the following tests are required:
    - i. Low Pressure Air Testing of Sanitary Sewer
    - ii. Infiltration/Exfiltration Testing
    - iii. Manhole Vacuum Testing
5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

*Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

7. *Reports:*
  - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
8. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
9. *Completion:*
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
  - d. When requested by the City's Inspector, observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.



**(DELETED)**

## APPENDIX 1 TO EXHIBIT B

### **Estimated Costs for Project Manager during Construction Operations**

Project Manager Hourly Rate = \$165.00 / hr.

#### **Phase 1**

Construction Contract Duration = 240 calendar days.

Assumed Workable Construction Days =  $(5/7) \times 240 = 171$  days

Estimated Work hours per Day = 1 hour

Projected Cost for Phase 1 = 171 days x 1 hr/day x \$165.00 = \$28,215

**Total Estimated Costs for Project Manager = \$21,285**

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**Note 1:** All costs associated with Project Manager Services shall be billed hourly at the rates defined in Huddleston-Steele's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

**Note 2:** Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

**Note 3:** ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

**APPENDIX "E"**

**CIVIL ENGINEERING & LAND SURVEYING  
HOURLY RATE SCHEDULE  
Dated: April 24, 2018**

<b><u>TITLE</u></b>	<b><u>RATE</u></b>
<b>PRINCIPAL ENGINEER</b>	<b>\$165.00</b>
<b>SENIOR ENGINEER</b>	<b>\$135.00</b>
<b>SENIOR SURVEYOR</b>	<b>\$130.00</b>
<b>DESIGN ENGINEER</b>	<b>\$120.00</b>
<b>LANDSCAPE ARCHITECT</b>	<b>\$135.00</b>
<b>STAFF R.L.S.</b>	<b>\$120.00</b>
<b>SITE DESIGNER</b>	<b>\$120.00</b>
<b>SURVEY MANAGER</b>	<b>\$120.00</b>
<b>SURVEY/ENGINEERING TECHNICIAN</b>	<b>\$90.00</b>
<b>STAFF TECHNICIAN</b>	<b>\$90.00</b>
<b>TECHNICAL/CLERICAL SUPPORT</b>	<b>\$70.00</b>
<b>2-MAN SURVEY CREW</b>	<b>\$120.00</b>
<b>3-MAN SURVEY CREW</b>	<b>\$160.00</b>
<b>GPS SURVEY CREW</b>	<b>\$175.00</b>
<b>1-MAN GPS/ROBOTIC CREW</b>	<b>\$120.00</b>

**EXHIBIT C**  
**DISPUTE RESOLUTION**



**EXHIBIT C**  
**DISPUTE RESOLUTION PROCEDURES**

**1. Disputes**

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.
- 1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.
- 1.4 The parties must:
  - a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and
  - b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

**2. Arbitration**

- 2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.
  - a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").
  - b. The parties will agree upon the Arbitrator within five days of the Notice.
  - c. If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.
- 2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

- 2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.
- 2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.
- 2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
- a. Each Party's Proposed Resolution must be fully dispositive of the dispute.
  - b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
  - c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.
  - d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
  - e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
  - f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.
3. **Continuing Work** Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.
4. **Exceptions**
- 4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.
  - 4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.
  - 4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.
  - 4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

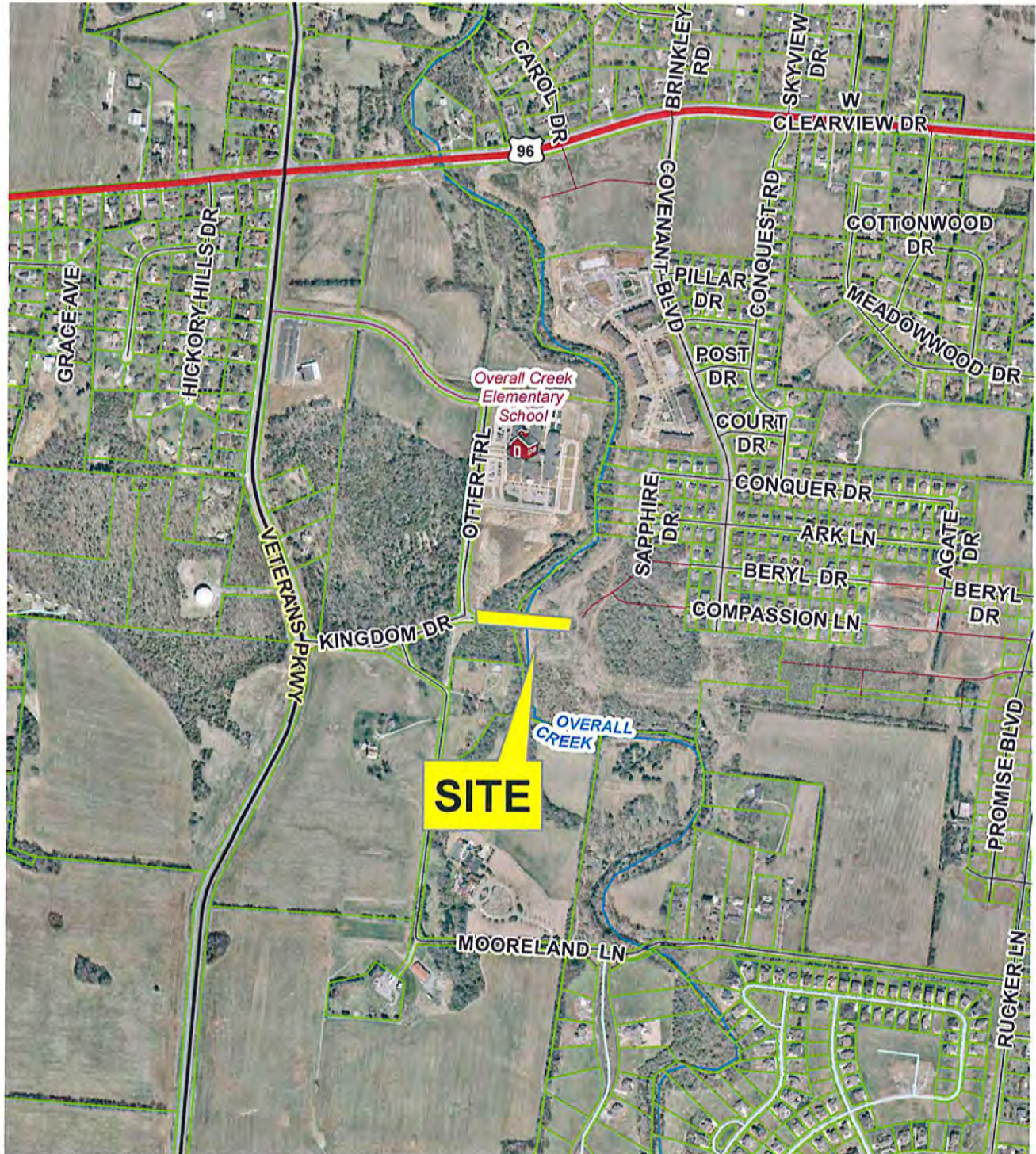
## **Section C**

### ***A. Attachments***

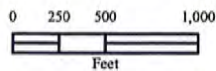
- 1. Conceptual Layout of Kingdom Drive Bridge***
- 2. Bridge Development and Construction Agreement for the construction of the Kingdom Ridge Roadway Improvement***
- 3. Itemization of the estimated cost***



# KINGDOM DRIVE BRIDGE



Path: G:\engineer\Chris\KingdomBridge.mxd



IT Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





## **BRIDGE DEVELOPMENT AND CONSTRUCTION AGREEMENT**

This Bridge Development and Construction Agreement ("Agreement") is between the City of Murfreesboro, Tennessee, a municipal corporation in Rutherford County, Tennessee ("City") and Swanson Developments, LP, a limited partnership doing business in Murfreesboro, Tennessee ("Developer").

**WHEREAS**, the following facts exist:

A. Developer is the developer of Kingdom Ridge, a Planned Unit Development (PUD) located as shown on the attached **Exhibit A**. Overall Creek separates the PUD from a portion of Kingdom Drive previously constructed by the City.

B. Developer and City agree that it is desirable for subdivision access and for overall connectivity of the City to have a bridge over Overall Creek at Kingdom Drive substantially as shown on **Exhibit A**.

Now therefore, for good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, including but not limited to the benefits to be received by each party from the performance of this Agreement, the City and Developer agree as follows:

1. Developer will transfer by deed as a "contribution" to the City all Rights of Way and easements reasonably required for construction of the bridge, the bridge approaches, and Kingdom Drive (including but not limited to street lights, sidewalks, storm sewers, and other appropriate utilities).
2. Developer will be solely responsible for all costs of design and construction of Kingdom Drive and related facilities on both sides of Overall Creek.
3. The City will, at its sole cost and expense:
  - a. Select an engineering firm to design and prepare construction plans for the bridge, and obtain any hydraulic or other studies necessary prior to construction.
  - b. Obtain all necessary permits for construction of the bridge.
  - c. Advertise for competitive bids for construction of the bridge.

- d. Review the bids and select a contractor for construction of the bridge.
  - e. Issue a Notice to Proceed to the selected contractor once contract documents are in place and all other requirements satisfied.
  - f. Perform construction administration for and necessary inspections during construction of the bridge.
  - g. Process payment applications from the contractor, make appropriate payments and close the project.
  - h. Provide Developer with copies of notices, payment applications, and other such reasonable information during the course of construction and closeout of the Project.
7. All notices and communications regarding the project shall be delivered as follows:

If to the City:

City Engineer  
111 W. Vine Street  
Murfreesboro, TN 37130  
615-893-6441  
[cgriffith@murfreesborotn.gov](mailto:cgriffith@murfreesborotn.gov)

If to Developer:

Swanson Developments, LP  
1188 Park Avenue  
Murfreesboro, TN 37129  
615-896-0000  
[joejr@swansoncompanies.com](mailto:joejr@swansoncompanies.com)

8. In the event of a dispute, the parties agree to negotiate in good faith to attempt to resolve the matter. In the event of litigation, the laws of the State of Tennessee shall apply and venue shall be in the Courts of Rutherford County, Tennessee. In such event, the substantially prevailing party shall be entitled to recover, in addition to any other monetary or equitable recovery, its reasonable attorney fees.

9. This Agreement shall not be effective as to the City unless and until it is expressly approved by the Murfreesboro City Council.

(signatures on following page)

CITY OF MURFREESBORO

BY: \_\_\_\_\_

SHANE McFARLAND

ITS: MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA WRIGHT, CITY RECORDER

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CRAIG D. TINDALL, CITY ATTORNEY

SWANSON DEVELOPMENTS, LP

BY: \_\_\_\_\_

ITS: CEO

DATE: 5-24-18

APPROVED BY MURFREESBORO CITY COUNCIL: \_\_\_\_\_

Bid Tabulation - Kingdom Drive Bridge and Roadway Improvements								
City of Murfreesboro, TN								
Bid Opening: April 18, 2018, 11:00 am								
	Roadway Quantities							
Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount	City	Developer	CUD
105-01	Construction Stakes, Lines and Grades	LS	1	\$30,000.00	\$30,000.00	\$12,000.00	\$18,000.00	
201-01	Clearing & Grubbing	LS	1	\$36,000.00	\$36,000.00		\$36,000.00	
203-01	Road & Drainage Excavation (Unclassified)	CY	2,123	\$14.00	\$29,722.00		\$29,722.00	
203-02.05	Borrow Excavation (Shot Rock)	CY	6,750	\$35.00	\$236,250.00		\$236,250.00	
203-05	Undercutting	CY	300	\$15.00	\$4,500.00		\$4,500.00	
203-06	Water	MG	5	\$25.00	\$125.00		\$125.00	
203-08	Channel Excavation (Unclassified)	CY	6,800	\$13.00	\$88,400.00	\$88,400.00	\$0.00	
209-01.12	Construction Exits	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	
209-01.31	Temporary Mulch Filter Berm	CY	70	\$22.00	\$1,540.00		\$1,540.00	
209-05	Sediment Removal	CY	350	\$15.00	\$5,250.00	\$5,250.00	\$0.00	
209-08.02	Temporary Silt Fence (With Backing)	LF	600	\$5.00	\$3,000.00		\$3,000.00	
209-08.03	Temporary Silt Fence (Without Backing)	LF	1,570	\$3.00	\$4,710.00		\$4,710.00	
209-08.08	Enhanced Rock Check Dam	EA	1	\$1,000.00	\$1,000.00		\$1,000.00	
209-08.09	Filter Sock Check Dam	EA	1	\$250.00	\$250.00		\$250.00	
209-09.43	Curb Inlet Protection (Type 4)	EA	3	\$210.00	\$630.00		\$630.00	
209-10.20	Temporary Sediment Trap	CY	230	\$17.00	\$3,910.00	\$3,910.00	\$0.00	
209-13.04	Turbidity Curtain	LF	660	\$30.00	\$19,800.00	\$19,800.00	\$0.00	
303-01	Mineral Aggregate, Type A Base, Grading D	TON	1,580	\$25.00	\$39,500.00		\$39,500.00	
303-10.01	Mineral Aggregate (Size 57)	TON	10	\$55.00	\$550.00		\$550.00	
307-02.01	Asphalt Concrete Mix (PG70-22) (BPM-B-HM) Grading A	TON	295	\$103.00	\$30,385.00		\$30,385.00	
307-02.07	Asphalt Concrete Mix (PG70-22) (BPM-B-HM) Grading BM	TON	193	\$115.00	\$22,195.00		\$22,195.00	
402-01	Bituminous Material for Prime Coat (PC)	TON	3.2	\$800.00	\$2,560.00		\$2,560.00	
402-02	Aggregate For Cover Material (PC)	TON	13	\$180.00	\$2,340.00		\$2,340.00	
403-01	Bituminous Material for Tack Coat (TC)	TON	1.7	\$1,300.00	\$2,210.00		\$2,210.00	
411-02.10	ACS Mix (PG 70-22) Grading D	TON	264	\$120.00	\$31,680.00		\$31,680.00	
415-01.02	Cold Placing Bituminous Pavement	SY	1,605	\$6.50	\$10,432.50		\$10,432.50	
604-01.21	Pedestrian Safety Rail (Metal Railing)	LF	364	\$110.00	\$40,040.00	\$40,040.00		
607-03.02	18" Concrete Pipe Culvert (Class III)	LF	68	\$85.00	\$5,780.00		\$5,780.00	
609-01	Relocate Existing 42" RCP	LF	76	\$40.00	\$3,040.00	\$3,040.00		
611-07.01	Class "A" Concrete (Pipe Endwalls)	CY	5.8	\$850.00	\$4,930.00		\$4,930.00	
611-07.02	Steel Bar Reinforcing (Pipe Endwalls)	LB	124	\$3.00	\$372.00		\$372.00	
611-12.01	Catch Basins, Type 12, 0'-4' Depth	EA	2	\$3,200.00	\$6,400.00		\$6,400.00	
701-01.01	Concrete Sidewalk (4")	SF	2,500	\$5.00	\$12,500.00		\$12,500.00	
701-01.12	Concrete Shared Use Path (5")	SF	14,400	\$6.00	\$86,400.00	\$56,400.00	\$30,000.00	
701-02.03	Concrete Handicap Ramp	SF	234	\$15.00	\$3,510.00		\$3,510.00	
702-03	Concrete Combined Curb and Gutter	CY	49	\$350.00	\$17,150.00		\$17,150.00	
705-01.01	Guardrail at Bridge Ends	LF	108	\$90.00	\$9,720.00	\$9,720.00		
705-02.02	Single Guardrail Type 2	LF	50	\$25.00	\$1,250.00	\$1,250.00		
705-06.02	Metal W Beam (Type 2) W/ Flared End Terminal	EA	2	\$340.00	\$680.00	\$680.00		
705-06.30	GR Terminal (Type 21) MASH TL 2	EA	4	\$2,500.00	\$10,000.00	\$10,000.00		
712-01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$3,000.00	
713-16.20	Signs (R-1) (30"x30")	EA	2	\$210.00	\$420.00		\$420.00	
716-02.03	Plastic Pavement Marking (Cross-Walk)	LF	310	\$10.00	\$3,100.00		\$3,100.00	
716-02.05	Plastic Pavement Marking (Stop Line)	LF	117	\$21.00	\$2,457.00		\$2,457.00	
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	2	\$215.00	\$430.00		\$430.00	
716-13.06	Spray Thermo Pvmr Mrking (40mil) (4" Line)	LM	0.6	\$3,600.00	\$2,160.00	\$936.00	\$1,224.00	
716-13.09	Spray Thermo Pvmr Mark (40mil) (4" Dotted Line)	LF	84	\$2.00	\$168.00		\$168.00	



Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount	City	Developer	CUD
717-01	Mobilization	LS	1	\$100,000.00	\$100,000.00	\$40,000.00	\$60,000.00	
740-10.03	Geotextile (Type III) (Erosion Control)	SY	57	\$6.00	\$342.00		\$342.00	
801-01	Seeding (With Mulch)	Unit	106	\$30.00	\$3,180.00		\$3,180.00	
801-02	Seeding (Without Mulch)	Unit	15	\$15.00	\$225.00		\$225.00	
801-02.08	Temporary Seeding (Without Mulch)	Unit	51	\$15.00	\$765.00		\$765.00	
801-03	Water (Seeding and Sodding)	MG	10	\$10.00	\$100.00		\$100.00	
801-06	Straw Mulch (Erosion Control)	Unit	25	\$20.00	\$500.00		\$500.00	
805-01.03	Turf Reinforcement Mat	SY	28	\$6.00	\$168.00		\$168.00	
805-12.02	Erosion Control Blanket (Type I)	SY	2,350	\$1.25	\$2,937.50		\$2,937.50	
RDWY-1	Land Disturbance Permit Fee	LS	1	\$350.00	\$350.00	\$140.00	\$210.00	
				Roadway Total	\$941,014.00			
	Bridge Quantities							
Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount			
204-02.01	Dry Excavation (Bridges)	CY	352	\$10.00	\$3,520.00	\$3,520.00		
202-04.01	Rock Excavation (Bridges)	CY	26	\$50.00	\$1,300.00	\$1,300.00		
204-05	Rock Drilling (Bridges)	LF	72	\$25.00	\$1,800.00	\$1,800.00		
204-10.01	Foundation Preparation (Pier No. 1)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00		
204-10.02	Foundation Preparation (Pier No. 2)	LS	1	\$6,000.00	\$6,000.00	\$6,000.00		
303-01.02	Granular Backfill (Bridges)	TON	39	\$45.00	\$1,755.00	\$1,755.00		
604-02.03	Epoxy Coated Reinforcing Steel	LB	99,731	\$1.00	\$99,731.00	\$99,731.00		
604-03.01	Class A Concrete (Bridges)	CY	310	\$540.00	\$167,400.00	\$167,400.00		
604-03.02	Steel Bar Reinforcement (Bridges)	LB	46,734	\$0.90	\$42,060.60	\$42,060.60		
604-03.04	Pavement At Bridge Ends	SY	230	\$200.00	\$46,000.00	\$46,000.00		
604-03.09	Class "D" Concrete (Bridge Deck)	CY	354	\$550.00	\$194,700.00	\$194,700.00		
604-04.01	Applied Texture Finish (New Structures)	SY	1,465	\$7.00	\$10,255.00	\$10,255.00		
604-05.31	Bridge Deck Grooving (Mechanical)	SY	1,252	\$5.00	\$6,260.00	\$6,260.00		
606-03.03	Steel Piles (12")	LF	273	\$50.00	\$13,650.00	\$13,650.00		
606-03.06	Pile Tips (Steel Piles, 12 inch)	EA	26	\$100.00	\$2,600.00	\$2,600.00		
615-01.03	Prestressed Concrete Bulb-Tee Beam (6" Web) (BT-54)	LF	1,295	\$320.00	\$414,400.00	\$414,400.00		
620-02	Steel Railing (Metal Railing)	LF	298	\$110.00	\$32,780.00	\$32,780.00		
620-05	Concrete Parapet With Structural Tubing	LF	611	\$175.00	\$106,925.00	\$106,925.00		
625-02.01	Drilled Shaft (Soil) (1'-6" Dia.)	VF	90	\$140.00	\$12,600.00	\$12,600.00		
625-02.13	Drilled Shaft (Rock) (1'-6" Dia.)	VF	40	\$500.00	\$20,000.00	\$20,000.00		
710-09.01	6" Perforated Pipe With Vertical Drain System	LF	138	\$25.00	\$3,450.00	\$3,450.00		
710-09.02	6" Pipe Underdrain	LF	38	\$15.00	\$570.00	\$570.00		
714-01	Structural Lighting	LS	1	\$2,200.00	\$2,200.00	\$2,200.00		
				Bridge Total	\$1,209,956.60			
	Electrical Quantities							
Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount			
E-1	2" PVC Conduit (Schedule 40) (Furnish & Install)	LF	320	\$4.40	\$1,408.00		\$1,408.00	
E-2	2" 90 Degree Long Sweep Elbows (Rigid Metallic) (Furnish & Install)	EA	4	\$110.00	\$440.00		\$440.00	
E-3	3" PVC Conduit (Schedule 40) (Furnish & Install)	LF	3,200	\$6.50	\$20,800.00		\$20,800.00	
E-4	3" 90 Degree Long Sweep Elbows (Rigid Metallic) (Furnish & Install)	EA	16	\$220.00	\$3,520.00		\$3,520.00	
E-5	Large Electric Primary Vault (86"x 56"x 48" Depth) (Installation Only)	EA	2	\$1,700.00	\$3,400.00		\$3,400.00	
E-6	Primary Utility Trench (48" Depth)	LF	785	\$87.00	\$68,295.00		\$68,295.00	
E-7	Secondary Utility Trench (30" Depth)	LF	300	\$11.00	\$3,300.00		\$3,300.00	
				Elec. Total	\$101,163.00			

Item No.	Description - BASE BID	Unit	Qty.	Unit Price	Amount	City	Developer	CUD
	CUD Quantities							
Item No.	Description - ADD ALTERNATE BID	Unit	Qty.	Unit Price	Amount			
1	Furnish & Install 12" Pressure Class 350 Restrained Joint Ductile Iron Water Line	LF	200	\$210.00	\$42,000.00			\$42,000.00
2	Furnish & Install 12" Ball Joint-Restrained Joint Class 56 Ductile Iron Water Line	LF	400	\$530.00	\$212,000.00			\$212,000.00
3	Furnish & Install 12" Gate Valve & Box	EA	1	3,400.00	\$3,400.00			\$3,400.00
4	Furnish & Install Concrete Valve Boxes	VF	6	125.00	\$750.00			\$750.00
5	Furnish & Install Class "B" Concrete	CY	20	175.00	\$3,500.00			\$3,500.00
6	Furnish & Install Crushed Stone	TON	30	30.00	\$900.00			\$900.00
7	Furnish & Install D.I.M.J. Fittings	LB	500	14.00	\$7,000.00			\$7,000.00
8	Furnish & Install 12" Megalug Restrained Joint	EA	6	\$200.00	\$1,200.00			\$1,200.00
9	Connect To Existing 12" Water Line	EA	2	\$6,000.00	\$12,000.00			\$12,000.00
10	Furnish & Install Reverse Kicker	EA	1	3,300.00	\$3,300.00			\$3,300.00
				CUD Total	\$286,050.00			
					Total	City	Developer	CUD
	Summary				\$2,538,183.60	\$1,508,522.60	\$743,611.00	\$286,050.00
	Total Bid				\$2,538,183.60			

## **Section D**

### **A. Attachments**

- 1. *Bid Tabulation***
- 2. *Recommendation Letter from Huddleston Steele, Inc.***

**BID TABULATION**  
 Kingdom Drive Roadway Improvements  
 Murfreesboro, Tennessee  
 April 18, 2018  
 11:00 AM

CONTRACTOR	ROADWAY TOTAL	BRIDGE TOTAL	ELECTRIC TOTAL	WATER TOTAL	GRAND TOTAL
Bell & Associates Brentwood, TN 37027	\$941,014.00	\$1,209,956.60	\$101,163.00	\$286,050.00	\$2,538,183.60
Dement Construction Co. Jackson, TN 38301	\$1,128,882.00	\$1,406,908.30	\$91,310.00	\$254,580.00	\$2,881,680.30
Rawso Constructors Murfreesboro, TN 37129	\$1,024,514.15	\$1,318,335.41	\$104,226.93	\$395,538.38	\$2,842,614.87
Rogers Group, Inc. Nashville, TN 37212	\$1,006,966.74	\$1,211,895.28	\$93,674.00	\$265,420.00	\$2,577,956.02





**HUDDLESTON-STEELE**

**ENGINEERING, INC.**

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

April 23, 2018

Mr. Chris Griffith, City Engineer  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Kingdom Drive Roadway Improvements  
Otter Trail to Sapphire Drive  
Murfreesboro, Tennessee

Dear Chris:

Enclosed is a copy of the Bid Tabulation on the bids received April 18, 2018. The low bidder is Bell & Associates, Brentwood, TN. We recommend the award of this project to Bell & Associates for their low bid total of \$2,538,183.60. Should their alternate water bid of \$286,050.00 be rejected, Bell & Associates will remain the low bidder at \$2,252,133.60.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

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

Enclosures

**RESOLUTION 18-R-16** expressing official intent that certain expenditures to be incurred in connection with certain public works projects and related expenditures for a new elementary school on the southwest side of Murfreesboro and infrastructure related thereto, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.

**WHEREAS**, the City of Murfreesboro, Tennessee (“Municipality”), is in the process of causing certain capital expenditures to be made with respect to certain public works projects, consisting of the planning, constructing, erecting and equipping of a new elementary school on the southwest side of the Municipality and roads and infrastructure related thereto, including but not necessarily limited to planning, design, and architectural or engineering expenses (collectively, the “Project”); and,

**WHEREAS**, the City Council of the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed out of notes, bonds, or other indebtedness to be issued or incurred in the future by the Municipality.

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

**SECTION 1.** The City Council hereby finds and determines as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of bonds, notes, or other indebtedness of the Municipality;

(c) that the City Council anticipates that the Municipality will issue its bonds, notes, or other indebtedness for the purpose of financing the Project;

(d) that the City Council reasonably expects to reimburse such amounts to such fund or source from which the expenditures may be made on a temporary basis as soon as proceeds from issuance of such bonds, notes, or other indebtedness are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

**SECTION 2.** The City Council of the Municipality hereby establishes its official intent to issue bonds, notes, or other indebtedness to finance the costs of the Project and other related expenditures in an amount not to exceed Thirty-Three Million Dollars (\$33,000,000). Pending the issuance of such bonds, notes, or other indebtedness, funds necessary to finance such costs shall be advanced from such sources of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the tax-exempt bonds, notes, or other indebtedness when issued or incurred.

SECTION 3. The Municipality will comply with the applicable state or local law governing the public availability of records relating to its official acts with respect to this Resolution.

SECTION 4. All actions of the officers, agents, and employees of the Municipality that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

SECTION 5. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney



June 8, 2018

Honorable Mayor and Members of City Council:

**RE: Implementation of Mountain Bike Trails at Barfield Crescent Park**

As an item for the **Regular Agenda**, it is recommended that Council approve implementing mountain bike trails at Barfield Crescent Park.

**Background**

In 2016 Murfreesboro Parks and Recreation staff, with the professional services of Griggs and Maloney, Inc., began evaluating options for implementation of mountain bike trails within the Murfreesboro Parks and Recreation system. After extensive research and planning, it was determined that use of existing park property (approximately 100 acres) located at the southeast corner of Barfield Crescent Park's backcountry area would be the most suitable. To minimize impact at Barfield Crescent Park, staff is proposing purchase of 3.9 acres (202 Hemlock Dr.) adjacent to the park to serve as a trailhead and designated parking area for trail users.

For implementation of the proposed nine (9) miles of trail, it is recommended that Murfreesboro Parks and Recreation enter into a cooperative use agreement with the Southern Off-Road Biking Association, "SORBA". SORBA is a nonprofit volunteer organization with a tremendous track record of development of trail systems for local governments. SORBA will utilize a mixture of volunteers and professional builders to develop the trail system at Barfield Crescent Park. The City of Murfreesboro will reimburse up to / not to exceed \$275,000 for direct cost of labor and materials.

Pursuant to the City of Murfreesboro's Procurement Code, Section 2-10(E)(2)(g), and as authorized by T.C.A. § 6-56-302(6), the City may purchase goods and services, without public advertisement or competitive bidding, where the purchase is made from a nonprofit corporation whose purpose, or one of whose purposes, is to provide goods and services specifically to municipalities. The Interim City Attorney has advised the Parks and Recreation Department that SORBA is a nonprofit 501(c)(3) organization that meets the requirements of T.C.A. §6-56-302(6).

Additionally, staff is recommending that we utilize the services of Griggs and Maloney, Inc., to serve as a construction manager for this project.



**Fiscal Impact**

SORBA Agreement	\$275,000.00
Property Purchase	\$156,000.00
Professional Services	<u>\$ 20,500.00</u>
<b>TOTAL</b>	<b>\$451,500.00</b>

There is \$810,000 in 2018 bond monies specifically set aside for this project.

**Concurrence**

The implementation of the Mountain Bike Trails and accompanying agreements were unanimously approved by the Murfreesboro Parks and Recreation Commission at its June 6, 2018, meeting. In addition, the City Legal Department has approved the said procurement process.

**Recommendation**

I respectfully recommend that Council review and approve the mountain bike trail project at Barfield Crescent Park, including the agreements with SORBA and Griggs and Maloney, Inc.

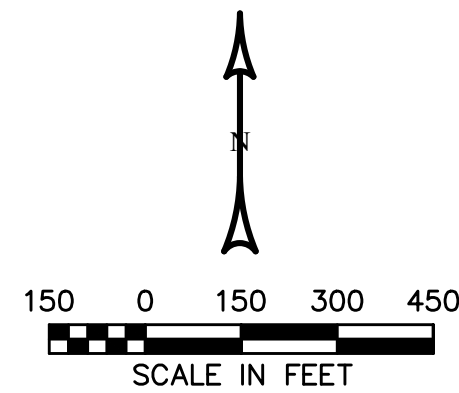
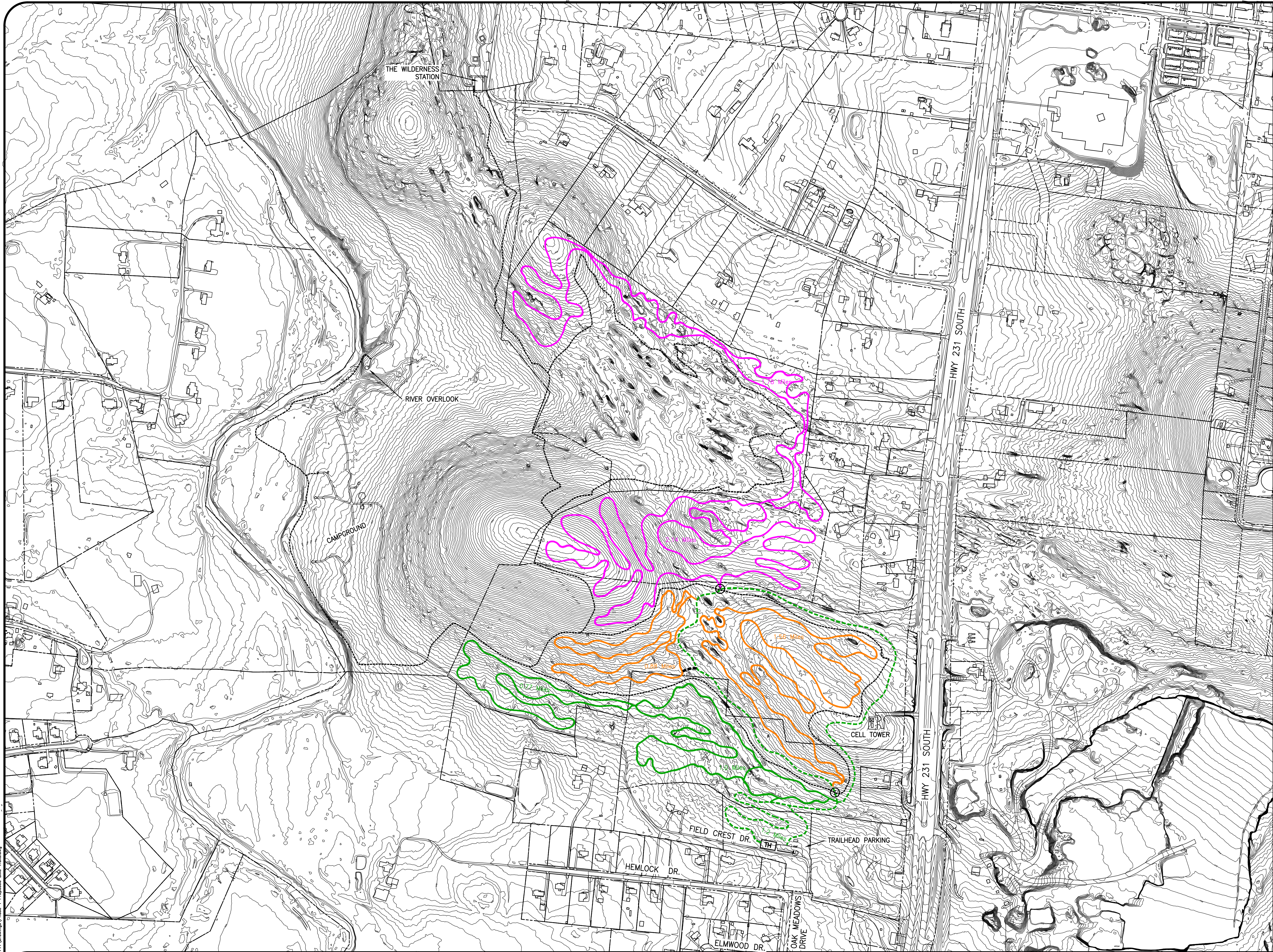
**Attachments**

- Trail Layout Map
- Cooperative Use Agreement with Southern Off-Road Biking Association
- Professional Services Agreement with Griggs and Maloney, Inc.

Respectfully,

Nate Williams  
Assistant Director





GENERAL NOTES

1. CONTOUR INTERVAL = 2 FEET.
2. THE LOCATIONS OF THE UNDERGROUND UTILITIES ARE BASED ON ABOVE GROUND STRUCTURES AND APPROXIMATE LOCATION OF RESPECTIVE UTILITIES BASED ON CITY OF MURFREESBORO GIS DATA. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM THE LOCATION SHOWN, AND THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND MAINTAIN THE INTEGRITY OF ALL UNDERGROUND UTILITIES/STRUCTURES. REPORT UTILITY CONFLICTS TO THE ENGINEER IF DISCOVERED.
3. CONTOURS DERIVED FROM THE CITY OF MURFREESBORO GIS. ANNUAL AERIALS ARE FLOWN TO CREATE DATA. ACCURACY OF THE DATA ELEVATIONS IS REPRESENTATIVE HOWEVER NOT EQUIVALENT TO FIELD RUN TOPOGRAPHIC SURVEYS. CONTRACTOR TO CAREFULLY EVALUATE SITE CONDITIONS AND INSPECT SITE AS NEEDED.

MOUNTAIN BIKE TRAIL NOTES

1. TRAIL SYSTEM TO BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE INTERNATIONAL MOUNTAIN BIKE ASSOCIATION'S (IMBA) GUIDELINES. REFER TO IMBA'S "TRAIL SOLUTIONS".
2. CLEAR TRAIL CORRIDOR FOR EACH TRAIL AS INDICATED IN TABLE: TRAIL DIMENSIONS BY DIFFICULTY ON SHEET 7.
3. CITY OF MURFREESBORO WILL PROVIDE TRAIL MARKERS/SIGNAGE FOR INTERIOR TRAIL SEGMENTS.

DRAFT

LEGEND

- TH TRAILHEAD  
X HIKING TRAIL CROSSING

- BLAZED HIKING TRAIL  
----- TRAIL ACCESS DOUBLE TRACK - 1.32 MILES  
----- BEGINNER LOOP 1 - 36" SINGLE TRACK - 1.0 MILES  
----- BEGINNER LOOP 2 - 36" SINGLE TRACK - 0.77 MILES  
----- INTERMEDIATE LOOP 1 - 24" SINGLE TRACK - 1.56 MILES  
----- INTERMEDIATE LOOP 2 - 24" SINGLE TRACK - 0.88 MILES  
----- ADVANCE KNOB - 12"-24" SINGLE TRACK - 2.14 MILES  
----- ADVANCE OUT/BACK - 12"-24" SINGLE TRACK - 1.78 MILES  
----- TOTAL ESTIMATED TRAIL LENGTH - 9.45 MILES

**GRIGGS & MALONEY**  
INCORPORATED  
Engineering & Environmental Consulting

P.O. BOX 2968, MURFREESBORO, TN 37133-2968  
(615) 895-8221 \* FAX (615) 895-0632

SUBMITTALS AND REVISIONS

DATE	BY	NO.	DESCRIPTION

Phase I  
Barfield Crescent Park MTB Trail  
CITY OF MURFREESBORO, TENNESSEE

OVERALL SITE PLAN

PROJECT NO. 226-141

MAY 2018  
DATE: 2018  
DRAWN BY: DSM  
CHECKED BY: RWM  
SCALE: AS NOTED  
APPROVED BY: RWM

SHEET NO. 1



## **COOPERATIVE USE AGREEMENT**

This Cooperative Use Agreement is entered into as of \_\_\_\_\_ between the City of Murfreesboro and SORBA, Inc., d/b/a SORBA Middle Tennessee, a Tennessee mutual benefit corporation (SORBA).

### **1. Purpose**

- a. This Agreement establishes a framework of cooperation between SORBA and the City to develop mutually beneficial trails, programs, projects, and bicycling activities at Barfield Crescent Park (“the Park”) and permits SORBA to conduct, upon approval of the City, trail clearing, trail maintenance, projects, and other activities related to mountain biking and the development of the sport of mountain biking within the City (the “Permitted Activities”).
- b. SORBA is permitted to use a portion of the backcountry area at the Park (“Property”) as designated on Exhibit A attached hereto, to clear trails for a mountain bike trail system, consisting of approximately nine miles as specified by the City’s conceptual plans and control points. SORBA must comply with the terms of this Use Agreement, the rules and regulations of Murfreesboro Parks and Recreation Department (“Department”), and applicable city, state and federal laws and regulations.
- c. This Agreement also establishes a process for the City to pay directly for the costs related to the Permitted activities or to reimburse SORBA for preapproved costs SORBA incurs associated with the Permitted Activities.

### **2. Mutual Benefit**

- a. The City benefits from partnering with SORBA to assist with the planning, clearing, and maintenance of designated mountain bike and multi-use trails within the City.
- b. SORBA benefits from the cooperative effort to provide strategic planning of trail development and other public services to all SORBA trail users.

### **3. Term.** This Agreement expires on June 30, 2019 unless renewed by the City.

### **4. SORBA Requirements**

- a. SORBA must comply with the terms of this Use Agreement, the rules and regulations of Murfreesboro Parks and Recreation Department (“Department”), and applicable city, state and federal laws and regulations. Furthermore, SORBA covenants not to discriminate against any person on any unlawful basis, including sex, race, religion, national origin, or disability and that its programs and services will comply with the Americans with Disability Act.
- b. Trail Clearing
  - (i) SORBA is permitted to use a portion of the backcountry area at the Park (“Property”) as designated on Exhibit A attached hereto, to clear trails for a mountain bike trail system, consisting of approximately nine miles as specified by the City’s conceptual plans and control points.
  - (ii) SORBA will coordinate with the City with respect to trail specifications, trail clearing, and trail maintenance to assure trails are cleared in a safe and rideable

manner with minimal environmental impact, including working with City personal or consultants in any aspect required by the City.

- (iii) SORBA will secure the City's written approval before committing to or incurring any costs for trail clearing, and all costs will be paid directly by the City or the City will reimburse SORBA for approved costs. In no event will the City incur more than \$275,000 of costs for trail clearing and any additional funds needed to complete the planned clearing must be raised by SORBA from donations or contributions of labor and materials.
- (iv) SORBA will secure volunteers to assist with the trail clearing and will at all times be responsible for managing the volunteers' activities.

c. Programming

- (i) SORBA will identify program opportunities such as trail building and maintenance projects, events, educational programs and assistance, and pursue such development and maintenance within the bicycle community and other local interested parties utilizing SORBA's expertise in developing programs as they relate to mountain biking activities (each and similar a Programmed Event).
- (ii) SORBA will assist the City with development of appropriate rules and regulations pertaining to mountain biking within the Park; provided, however, the City will have final approval of all rules and regulations, and SORBA will not distribute rules and regulations until they have final approval by the City.
- (iii) SORBA will assist the City in promoting environmentally-sensitive use, with consideration for minimally-impactful practices. SORBA acknowledges the capacity of the Park is limited and shared with other users; conservation and protection of natural resources are key considerations in trail development and use.
- (iv) SORBA must inspect the site prior to a Programmed Event to minimize the potential of accidents and immediately advise the Parks Department's Director or designee of any defective or unsafe condition on the Property. If any area to be used for a Programmed Event is found to be unsafe, SORBA will not utilize the area until the condition is corrected.
- (v) SORBA is responsible for providing sufficient members and volunteers to supervise all areas being used for a Programmed Event and to conduct the Programmed Event in a safe and enjoyable manner, including providing any first aid supplies and medical assistance required and notifying emergency responders as appropriate.
- (vi) SORBA must maintain and leave the Property litter free and is responsible for trash and litter pickup and placement into receptacles, so that the areas are in a clean and orderly state by using signage, frequent announcements, and the labor efforts of SORBA's members and supporters.
- (vii) SORBA will assist the City in trail closures, both temporary and permanent, as required for sustainable practices and responsible use of the trail system for safety, erosion control, or excessive environmental impact.



- (viii) SORBA will provide the City access to all records pertaining to Programmed Event or this Use Agreement, and respond to the City's requests for information necessary for City to verify SORBA's compliance with the terms of this Agreement by providing copies of requested materials.
- (ix) SORBA accepts the Property as suitable for the purpose of this Agreement and will protect and maintain the Property except for maintenance to be performed by the City.
- (x) SORBA must secure from all participants and provide to the City waivers of liability approved by the City.
- (xi) SORBA must at all times maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of this Agreement, which insurance policy will endorse the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured. This endorsement must be provided to the Department at the time of signing this Agreement and a certificate of insurance reflecting the endorsement must be provided prior to each Programmed Event.
- (xii) SORBA will assist the City with development of publications and other printed materials intended for public distribution regarding mountain biking activities within the City, including Rules of the Trail, Leave No Trace, and Tread Lightly ethics programs. As stated in (ii), the City will have final approval of all materials before distribution by SORBA.
- (xiii) SORBA may not schedule any program, activity or event for the Property for a date or time other than as specified except as specifically approved by the Director of Parks and Recreation or the Director's designee.

**5. Principal Contacts.** The principal contact of each party are:

City:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

SORBA:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

**6. Indemnification.** In consideration for the City's agreement to expend public resources in support of this Agreement, SORBA agrees to indemnify and hold harmless City against any and all claims, damages, actions, expenses (including court costs and reasonable attorney's fees), causes of action, suits at law or in equity, obligations, losses, liabilities and liens of any nature arising by reason of use of the premises or its activities conducted in connection with this Agreement by SORBA, the national organization of which it is affiliated, International Mountain Bicycling Association, or any

other organization operating in affiliation or support of SORBA.

7. **Non-binding, Non-Exclusive.** The parties understand that this Agreement is a non-binding reflection of a desire to enter into a cooperative, mutually beneficial, non-exclusive arrangement between the parties that may be terminated at any time; provided, however, any funds expended with City approval will be paid by the City regardless of termination of this Agreement. The City reserves the right to schedule other activities or cancel the use of the above-mentioned property, and agrees to give proper notice to SORBA (exceptions include but are not limited to acts of God, problems related to the functionality of the property, etc.).
8. **Funding Obligation.** Until any funding obligation is approved by the City, this instrument creates no obligation with respect to funding any Permitted Activities. Funding, including contributions or reimbursements, will be handled in accordance with applicable laws, regulations, and procedures.
9. **Other Terms.** This Agreement will be construed under the laws of the State of Tennessee. This Agreement may not be assigned or sublet in any fashion for any reason. There are no third-party beneficiaries intended by the Agreement. No employment, partnership, joint venture, or other similar relationship is intended to be created by the parties. This Agreement reflects the entire agreement between the parties and any prior understanding is fully integrated herein. Any amendment to this Agreement will solely be made in writing.
10. **Exhibits**

Exhibit A: Map or Designation of Property Reserved for the Event

Exhibit B: Griggs and Maloney, Inc. Conceptual Mountain Bike Layout

IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of the day and year first hereinabove written.

**SORBA, Inc., d/b/a SORBA Mid-Tennessee**

\_\_\_\_\_  
By:  
Its:

**City of Murfreesboro**

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

Approved as to form:

\_\_\_\_\_  
Craig D. Tindall, City Attorney

# GRIGGS & MALONEY

I N C O R P O R A T E D

Engineering & Environmental Consulting

P.O. Box 2968  
Murfreesboro, TN 37133-2968  
(615) 895-8221  
Fax: (615) 895-0632

May 16, 2018

Mr. Nate Williams, Assistant Director  
Parks & Recreation Department  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, Tennessee 37130

**RE: MOUNTAIN BIKE TRAIL PROJECT AMENDMENT FOR CONSTRUCTION PHASE ASSISTANCE**

Dear Mr. Williams:

Griggs & Maloney, Inc. (G&M) is excited to present this proposal to assist the City of Murfreesboro (City) during the trail building phase of the mountain bike trail at Barfield Crescent Park. As a mountain biker and engineer, this project melds two of my passions and I am all the more grateful to be a part of the City's team in this undertaking.

G&M proposes to perform construction phase services that will include periodic inspection of the trail building efforts by SORBA Mid-TN or other trail builder; monitoring of control points (trail crossings, sensitive areas, and boundary established for trail system), administering the contract or MOU requirements, review and processing of payment applications or draws, periodic site inspections, project closeout, and as-built drawings. G&M will also provide general construction and project coordination between the City and trail builder.

G&M proposes to provide construction phase assistance as described previously for a not-to-exceed amount of \$20,500. No cost has been allocated for project change orders. Permitting activities or agency(s) permit fees are not included as components of this proposal; work for these items may be provided on a time and expense basis. All work will be performed in accordance with the attached Billing Rates and Standard Terms and Conditions previously agreed to by G&M and the City.

To accept the conditions of this proposal please sign below and return a copy to us as our authorization to proceed. If you have any questions regarding the proposal, please call me at (615) 895-8221.

Sincerely,  
GRIGGS & MALONEY, INC.

**ACCEPTED BY CITY OF MURFREESBORO**



Ryan W. Maloney, P.E.  
Principal

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Enclosure

\_\_\_\_\_  
Craig Tindall, City Attorney

\_\_\_\_\_  
Date

# **GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS**

## **1. ACCESS TO THE SITE/JOB SITE SAFETY**

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

## **2. INSURANCE**

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

## **3. TERMINATION OF SERVICES:**

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

## **4. REIMBURSABLE EXPENSES:**

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project: (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 10% incurred by the CONSULTANT.

## **5. DISPUTES RESOLUTION:**

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

## **6. OWNERSHIP OF DOCUMENTS:**

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

## **7. GOVERNING LAW:**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.



#### 8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

#### 9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

#### 10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

#### 11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

#### 12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

### 13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

### 14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

### **END OF STANDARD TERMS AND CONDITIONS**

**ATTACHMENT A  
GRIGGS & MALONEY, INC.  
STANDARD RATES**

**July 2017**

	<b><u>Per Hour Rate</u></b>
Principal	\$150.00 – \$190.00
Senior Project Manager	\$155.00 – \$185.00
Project Manager	\$110.00 – \$125.00
Senior Engineer	\$160
Project Engineer	\$135.00
Engineer II	\$90.00 – \$115.00
Engineer I	\$80.00 – \$90.00
Sr. Environmental Scientist/Biologist	\$95.00
Environmental Scientist/Biologist	\$95.00
Senior Geologist	\$100.00
Environmental Specialist	\$50.00 – \$80.00
Drafting/CADD Operator	\$80.00
Technician	\$60.00
Clerical	\$55.00
Administrative	\$120.00
Resident Representative	\$70.00 – \$100.00

**ADDITIONAL CHARGES**

Mileage	\$0.60 per mile
Per Diem	
Meals	\$36.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor Costs	Cost plus 15%
Copies (8.5"x11")	\$0.10 per copy
Printing: 24"x36" – Black & White	\$0.90 each
Printing: 24"x36" – Color	\$18.00 each
Printing 24"x36" Aerial – Gray	\$12.00 each