

## **MURFREESBORO CITY COUNCIL**

### **Regular Meeting Agenda**

August 23, 2018

7:00 p.m.

Council Chambers

#### **PRAYER**

MR. BILL SHACKLETT

#### **PLEDGE OF ALLEGIANCE**

#### **CEREMONIAL ITEMS**

**\*Greg Tucker, Rutherford County Historian**

#### **Consent Agenda**

1. Playground Resurfacing through US Communities Cooperative Purchasing Program (Parks & Recreation).
2. CPSE Technical Advisor Program Professional Service Agreement (Fire & Rescue).
3. State Chemical – Sole Source Purchase (Water Resources).
4. Corrosion Transmitters (Water Resources).
5. Vehicle Purchase for the Stones River Water Treatment Plant (Water Resources).
6. Water/Wastewater Mechanical/Electrical Services Contract Change Order No. 1 (Water Resources).
7. Stones River Water Treatment Plant Emergency Lagoon Repairs (Water Resources).
8. Walter Hill Dam Rehabilitation (Water Resources).
9. Asphalt Purchases Report (Water Resources).
10. Letter of Agreement: Direct Appropriation Gant for Governmental Entities (Senior Center).

#### **Minutes**

11. July 19, 2018 - Regular Meeting (City Recorder).
12. July 26, 2018 – Regular Meeting (City Recorder).

#### **Old Business**

13. ORDINANCE 18-O-48 (2<sup>nd</sup> reading): Setback Requirements for Residential HVAC Units (Building & Codes).

#### **New Business**

14. Rezone approximately 0.17 acres along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street) [2018-418] (Planning Commission).
  - a. Public Hearing.
  - b. ORDINANCE 18-OZ-44: Rezone area along North Church Street & Olive Street to Planned Residential Development (PRD) District. (First Reading).
15. Plan of Services & Annexation for approximately 2.29 acres along Blaze Drive [2018-506] (Planning Commission).
  - a. Public Hearing: Plan of Services and Annexation
  - b. RESOLUTION 18-R-PS-45: Adopt Plan of Services [2018-506].
  - c. RESOLUTION 18-R-A-45: Adopt Annexation [2018-506].
  - d. Public Hearing: Zone 2.29 acres along Blaze Drive to Single-Family Attached, Type 2 (RS-A2) District [2018-422].
  - e. ORDINANCE 18-OZ-45: Zone area along Blaze Drive to Single-Family Attached, Type 2 (RS-A2) District [2018-422] (First Reading).

**MURFREESBORO CITY COUNCIL**

**A G E N D A**

August 23, 2018

(Continued)

16. Amend 5.02 acres in Sunset Ridge PRD along Warmingfield Drive [2018-419] (Planning Commission).
  - a. Public Hearing
  - b. ORDINANCE 18-OZ-46: Amend 5.02 acres in Sunset Ridge PRD (First Reading).

**On Motion**

17. Mandatory Referral for the abandonment of a small portion of Williams Drive right-of-way [2018-711] (Planning)
18. Mandatory Referral for allowing a private utility to cross beneath public rights-of-way within Shelton Square Subdivision [2018-715] (Planning).
19. City Hall Garage Camera System Installation (Facilities).

**Licensing**

**Board & Commission Appointments**

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Playground Resurfacing through US Communities Cooperative Purchasing Program

**Department:** Parks and Recreation

**Presented by:** Angela Jackson, Director

**Requested Council Action:**

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

---

**Summary**

A request to approve playground surfacing quote.

**Staff Recommendation**

Approve quote from GameTime through the US Communities Government Purchasing Alliance for resurfacing of Cason Trailhead Playground.

**Background Information**

The Parks and Recreation Department has multiple playgrounds throughout the park systems, and appropriate surfacing is essential to the safety of the users. Scheduled repair and replacement of safety surfacing is required to meet and exceed playground safety standards. The Cason Trailhead playground surface has been prioritized next for replacement.

The City of Charlotte, North Carolina, issued a request for proposal on January 25, 2017, for playground surfacing and equipment. The City of Charlotte serves as a Lead Public Agency on behalf of the US Communities Government Purchasing Alliance. After evaluating the proposals, GameTime was awarded the contract for playground resurfacing on May 8, 2017.

**Council Priorities Served**

*Engaging Our Community*

Playgrounds are a popular amenity in the park system and serve goals for wellness and inclusive play. New surfacing will allow for continued safe play.

**Fiscal Impacts**

\$64,363.51, in the Parks & Recreation FY19 Operating Budget

**Attachments**

1. Gametime Replacement Safety Surfacing Quote
2. Gametime Contract with the State of North Carolina



GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 \* 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

QUOTE  
#83262

07/31/2018

## Replacement Safety Surfacing ~ Cason Lane Trail

Murfreesboro Parks & Recreation  
Attn: Rob Millar  
315 Tommy Martin Drive  
P.O Box 748; Murfreesboro, TN 37130  
Murfreesboro, TN 37133  
Phone: 615-624-3290  
rmillar@murfreesborotn.gov

Ship To Zip: 37133

Quantity	Part #	Description	Unit Price	Amount
3525	Removal	~~~ Cason Trailhead ~~~ 5-Star Plus - Removal of Existing Surfacing - <i>Includes disposal</i>	\$2.75	\$9,693.75
275	Bonded-6	GT-Impax - Bonded Rubber Surfacing - <i>ASTM Compliant - ADA Compliant</i>  <i>Bonded rubber to be used as a transition to existing sidewalks or curbs. approx width of 12" -18" as needed.</i>	\$18.64	\$5,126.00
965	Tile-6	GT-Impax - Tile - Interlocking - Standard Pigment Color - 6' fall height	\$37.53	\$36,216.45
52	Binder	GT-Impax - Tubes of Binder	\$135.52	\$7,047.04
3265	Install	GT-Impax - Installation of Quoted Tiles - <i>one color tile / non pattern</i>	\$3.42	\$11,166.30
1	INSTALL	GT-Impax - Pattern installation	\$975.00	\$975.00
Sub base and finished grade at all parks must be confirmed.			SubTotal:	\$70,224.54
			Discount:	(\$8,706.03)
			Freight:	\$2,845.00
			<b>Total Amount:</b>	<b>\$64,363.51</b>

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.  
For questions or to order please call - 800-432-0162 ext. 101 [ginaw@gametime.com](mailto:ginaw@gametime.com)

**All pricing in accordance with U.S. Communities Contract #2017001134.**

All terms in the U.S. Communities Contract take precedence over terms shown below.

For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

## Replacement Safety Surfacing ~ Cason Lane Trail

QUOTE  
#83262

07/31/2018

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsibility of the owner.

### ORDER INFORMATION

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Purchase Amount: **\$64,363.51**

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,  
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of January 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

**WHEREAS**, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: Discount Schedule, Price Lists, and Incentives

EXHIBIT B: Installation Fees

EXHIBIT C: National Network of Distributors and Installers

EXHIBIT D: Freight Rate Schedules

EXHIBIT E: Product Warranties

EXHIBIT F: Scope of Work

EXHIBIT G: U.S. Communities Administrative Agreement

### 2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

*Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.

*Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.

*Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.

*Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.

*Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.

*City:* Refers to the City of Charlotte, North Carolina.

*Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.

*Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.

*Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

*Specifications and Requirements:* Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte  
M&FS Finance Office / Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES.** Company represents and warrants that:

- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

**14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:

- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

**15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

**16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

**17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
  - 20.1 Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
  - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
  - 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
  - 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
    - 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
    - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
    - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 29.8.3 Performing the transition service plan activities;
- 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
- 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

**29.** **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

**30.** **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

**31.** **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

**32.** **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

**33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

#### **34. COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

**38. DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

**39. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

## 42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

**43. RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

**44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**45. MISCELLANEOUS**

- 45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 4.3	“Employment Taxes and Employee Benefits”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 28	“Other Remedies”
Section 29	“Termination”
Section 33	“Insurance”
Section 34	“Indemnification”
Section 39	“Notices”
Section 42	“Confidentiality”
Section 45	“Miscellaneous”

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

**45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

**45.18 COUNTERPARTS.**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE  
CITY MANAGER'S OFFICE:

BY: Landy J. Harrington

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE  
RISK MANAGEMENT DIVISION:

BY: Christie Gibson

PRINT NAME: Christie Gibson

TITLE: Asst Mgr

DATE: 5/11/17

## **EXHIBIT F** **SCOPE OF WORK**

**The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.**

### **4. SCOPE OF SERVICES.**

#### **4.1 General Scope.**

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

#### **4.2 Product Standards and Guidelines.**

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

##### **4.2.1 American Society for Testing and Materials (ASTM):**

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11      Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075      Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

**4.2.2 Printed Handbook for Public Playground Safety (CPSC)**

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

**4.2.3 International Play Equipment Manufacturers Association (IPEMA)**

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: [www.ipema.org](http://www.ipema.org).

**All equipment must be IPEMA Certified. Certification must be included with your proposal submission.**

**4.3 Environmental Purchasing Requirements.**

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

**4.4 New Products and Services.**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

**4.5 Replacement Parts.**

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

**4.6 Surfacing Material.**

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

**4.7 Installation.**

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

**4.8 Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

**4.9 Project Management.**

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

**4.10 Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**4.11 Literature and Catalogs.**

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

**4.12 Warranty.**

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

**4.13 Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

**4.14 Optional Work.**

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

**4.15 Material Specifications.**

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

**4.16 Additional Requirements.**

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

**4.17 Performance Bond.**

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

**4.18 Reports.**

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

**4.19 Pricing.**

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributor's name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

**4.19.1 Volume Discounts:** Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

**4.19.2 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

**4.19.3 Product, Design and Price Comparison.**

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
  - Number of ground level components
  - Number of accessible ground level components
  - Number of elevated components
  - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

**4.20 Installation.**

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

**4.21 Shipping and Delivery.**

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

**4.22 Price Adjustments.**

**All proposed pricing shall remain firm through December 31, 2017.** Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

**4.23 References.**

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

**4.24 Prevailing Wages.**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

## COUNCIL COMMUNICATION

Meeting Date: 8/23/18

**Item Title:** CPSE Technical Advisor Program Professional Service Agreement

**Department:** Fire Rescue Department

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

---

### Summary

An agreement between MFRD and the Center for Public Safety Excellence for creating the Standard of Cover as part of the Department's accreditation process.

### Staff Recommendation

Approval of service agreement.

### Background Information

MFRD began the accreditation process in 2016. The Department is nearing completion of the Strategic Plan portion. The next step is to complete the Standard of Cover. Utilizing CPSE's TAP will provide a streamlined, methodic process for creating this document, which is one of the most important components of accreditation. TAP will ensure that this is completed correctly, contains accurate and pertinent data, and is in the proper format for acceptance by the peer review committee.

### Council Priorities Served

#### *Safe and Livable Neighborhoods*

Secure accreditation will advance the Department's long-term goal in providing the highest level of public safety service to the community.

### Fiscal Impacts

The total cost of this service is \$34,500 and is included in the FY2018-19 budget.

### Attachments:

1. Professional Services Agreement
2. Appendix A "Project Statement of Work"



This PROFESSIONAL SERVICES AGREEMENT, (together with any attachments referred to below, the "Agreement") is dated as of September 14, 2018, by and between the CENTER FOR PUBLIC SAFETY EXCELLENCE, INC. ("CPSE"), 4501 Singer Court, Suite 180, Chantilly Virginia 20151 Virginia not-for-profit corporation and the City of Murfreesboro on behalf of the Murfreesboro Fire Rescue Department ("Agency"), 222 NW Broad Street, Murfreesboro, Tennessee 37130. CPSE and Agency are also referred to as the "parties" and each as a "party."

The parties, intending legally and equitably to be bound, agree as follows:

**1. Recitals**

The Agency desires to retain the services of CPSE for the facilitation of a Community Risk Assessment – Standards of Cover project. Appendix A -Statement of Work (SOW) outlines the specific services CPSE will provide to Agency.

**2. Fees**

Total contract price is \$34,500, and Agency shall pay fees in accordance with the schedule of fees and minimum payments included in Appendix A -SOW.

CPSE shall periodically send invoices to Agency, and Agency shall pay CPSE on receipt of such invoice, but in no event later than 30 days after such receipt.

**3. Technical Advisors**

CPSE Technical Advisors working on projects under this Agreement may perform similar services from time to time for others, and this Agreement shall not prevent CPSE from performing such similar services or restrict CPSE from so assigning the technical advisors provided to Agency under this Agreement. CPSE will make every effort consistent with sound business practices to honor the specific requests of Agency with regard to the assignment of its technical advisors; however, CPSE reserves the sole right to determine the assignment of its technical advisors.

**4. Modification of Services**

If Agency wishes to change Appendix A -SOW or wishes to obtain additional Services not listed in Appendix A -SOW, Agency through its authorized signatory shall so advise CPSE in writing, and CPSE shall perform such Services following the issuance of a change order. If CPSE performs the Services in response to Agency's written request, the charges for such Services and other terms and conditions of performance shall be governed by this Agreement.

**5. Right to Assurance**

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform according to Appendix A - SOW, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made, and no written assurance is given within fifteen (15) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for automatic agreement termination.



## **6. Termination of Services**

CPSE or Agency may at any time terminate this agreement upon thirty (30) days prior written notice, stating its intention to terminate and the date upon which such termination shall be effective. Agency shall pay for all services rendered by CPSE up to the effective date of termination within thirty (30) days following the effective date of termination of such services.

## **7. Rights in Work Product**

Unless otherwise agreed by the parties, all services rendered by CPSE under this Agreement and the product of such services manifested in documentation delivered to Agency ("Work Product") shall belong to and be owned by Agency. To the extent such Work Product qualifies as a "work made for hire" under applicable copyright law, it shall be considered a work made for hire, and the copyright shall be owned solely and exclusively by Agency. To the extent such Work Product is not considered as a "work made for hire" under applicable copyright law, CPSE hereby assigns and transfers all of CPSE's right, title and interest in and to such Work Product to Agency. The rights conveyed to Agency pursuant to this Agreement do not include rights to any preexisting CPSE Intellectual Property used, developed and refined by CPSE during CPSE's provision of Services under this Agreement. CPSE shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to CPSE's Intellectual Property.

## **8. Limitation of Liability**

No action, regardless of form, arising out of the Services under this Agreement may be brought by either party more than one year after the cause of action has occurred, except that an action for nonpayment may be brought within one year of the date of last payment.

## **9. Force Majeure**

CPSE shall not be held responsible for delay or default caused by fire, riot, acts of God or war, civil unrest, major weather event (e.g. tornado, blizzard, etc.), and failures of public carrier, which was beyond CPSE's reasonable control.

## **10. Conflict of Interest Statement**

CPSE has neither directly, nor indirectly entered into any agreement, participated in any collusion or collusion activity, nor otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation, including but not limited to, the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation.

CPSE is not presently suspended or otherwise prohibited from participation in this solicitation or any other contracting to follow thereafter by any government.

Neither CPSE nor anyone associated with CPSE have any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, CPSE will immediately notify the Agency in writing.

Any person assigned to this project by CPSE shall not serve as a peer assessor for the Commission of Fire Accreditation International (CFAI) for the Agency within a five (5) year time period.



## 11. Notice

Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties first set forth in this Agreement.

## 12. General

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The laws of the state of Tennessee, United States of America, shall govern this agreement.

This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Neither party has relied upon inducements, concessions or representations of the fact, except as set forth in this written agreement and CPSE's proposal.

If any provision or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

In the event of any legal action between the parties hereto to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND FURTHER AGREE THAT ALONG WITH ANY STATEMENT OF WORK IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted by:

CPSE



Accepted by:

City of Murfreesboro, TN



Preet Bassi  
Name

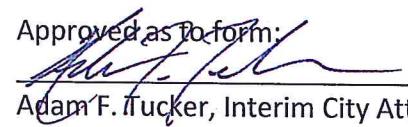
Chief Executive Officer  
Title

Click or tap here to enter text.  
Date

Shane McFarland  
Name

Mayor  
Title

Click or tap here to enter text.  
Date

Approved as to form:  
  
Adam F. Tucker, Interim City Attorney





**APPENDIX A – STATEMENT OF WORK**  
**CPSE CRA-SOC FACILITATION**

Project Steps	Step Details	Step Timing	Step Responsibility	Step Billing
1. Project Acceptance	<ul style="list-style-type: none"><li>Initialed Draft - Statement of Work</li><li>Signed Professional Services Agreement</li><li>Construction of Updated Shared Web Site</li></ul>	By Friday, September 14, 2018	CPSE and Murfreesboro Fire Rescue TN	\$6,900
2. Project Executive Orientation	<ul style="list-style-type: none"><li>Discussion of final SOW and identification of resources need for each step</li><li>Overview of the Shared Web Site</li></ul>	By Monday, September 21, 2018	CPSE	N/A
3. Community Risk Assessment – Standards of Cover (CRA-SOC) Instruction (Part 1)	<ul style="list-style-type: none"><li>On-site instruction of Community Risk Assessment – Standards of Cover (CRA-SOC) for Agency CRA-SOC writers</li><li>Instruction of CPSE TAP CRA-SOC template document construction modules 1-3</li></ul>	Monday, October 22, 2018 through Wednesday, October 24, 2018	CPSE	\$6,900
4. Current Community Served and Fire Department Profile	<p>Post Modules 1 &amp; 2</p> <ul style="list-style-type: none"><li>Identification of community served (Module 1)</li><li>Existing fire department profile, deployment and coverage (Module 2)</li></ul>	By Monday, December 10, 2018	Murfreesboro Fire Rescue TN	N/A
5. CRA-SOC Instruction (Part 2)	<ul style="list-style-type: none"><li>On-site technical review of Modules 1 &amp; 2</li><li>On-site instruction of text and review of CRA-SOC-template document modules 3-6</li></ul>	Monday, December 17, 2018 through Wednesday, December 19, 2018	CPSE	\$6,900
6. Community All-Hazard Risk Assessment & Hazard Analysis	<p>Module 3</p> <ul style="list-style-type: none"><li>Community All-Hazard Risk Assessment Methodology applied</li><li>Community Risk Assessment documentation</li><li>Risk expectations</li></ul>	By Friday, March 8, 2019	Murfreesboro Fire Rescue TN	N/A
7. Module 3 Web Meeting Review	<ul style="list-style-type: none"><li>Technical Review of Module 3</li></ul>	Monday, March 18, 2019	CPSE	\$6,900
8. Agency Distribution, Concentration and Reliability Study	<p>Module 4</p> <ul style="list-style-type: none"><li>Geographical analysis of first due and effective response force resource emergency response unit distribution, concentration and reliability</li><li>Emergency response performance analysis by response grid and planning zone</li></ul>	By Monday, April 22, 2019	Murfreesboro Fire Rescue TN	N/A



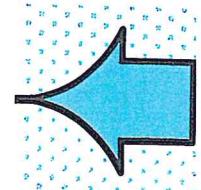
9. Module 4 Web Meeting Review	<ul style="list-style-type: none"><li>• Technical Review of Module 4</li></ul>	Friday, April 26, 2019	CPSE	N/A
10. Evaluation of Delivery System	<p>Module 5</p> <ul style="list-style-type: none"><li>• Establishing benchmark emergency response performance measures</li><li>• Service area measurement</li></ul>	By Monday, May 20, 2019	Murfreesboro Fire Rescue TN	N/A
11. Module 5 Web Meeting Review	<ul style="list-style-type: none"><li>• Technical Review of Module 5</li></ul>	Friday, May 24, 2019	CPSE	N/A
12. System Management and/or Improvement Plans	<p>Module 6</p> <ul style="list-style-type: none"><li>• Emergency response performance monitoring and measure to determine gaps between benchmark targets and baseline actuals</li><li>• Report of gaps with recommendations for improvement</li></ul>	By Wednesday, June 5, 2019	Murfreesboro Fire Rescue TN	N/A
13. Module 6 Web Meeting Review	<ul style="list-style-type: none"><li>• Technical Review of Module 6</li></ul>	Monday, June 10, 2019	CPSE	N/A
14. Publish Agency Community Risk Assessment – Standards of Cover Document	<ul style="list-style-type: none"><li>• CPSE Edit, layout, design and publishing of the agency Community Risk Assessment – Standards of Cover Document</li></ul>	By Friday, June 28, 2019	CPSE	\$6,900

**Acceptance:**

Murfreesboro Fire Rescue TN

Initials of Authorized Party: [Click or tap here to enter text](#)

Center for Public Safety Excellence (CPSE)

Initials of Authorized Party: [Click or tap here to enter text](#)

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** State Chemical – Sole Source Purchase

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

Water Resources requests to make a sole source purchase of Pit Raider and Nutri Pro from State Industrial Products. These products have been utilized since 2013 to effectively diminish odors and reducing corrosive effects to manholes located in the Saratoga Drive and Kensington Drive areas.

## Staff Recommendation

Staff recommends the Water and Sewer Board recommend to City Council to approve the sole source purchase of Pit Raider and Nutri Pro odor control from State Industrial Products.

## Background Information

In 2013, Operations and Maintenance noticed an increase in the number of odor complaints from the Saratoga Drive area. After investigating the matter, it was found the odor was coming from the Kensington Drive Pump Station which is fed by Tortuga Court Pump Station. The force main between these two pump stations is long and often experiences low velocity. These factors create an odorous and corrosive conditions.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

The use of these odor control chemicals has virtually eliminated the odor and greatly reduced the corrosive effects of hydrogen sulfide to the subdivision.

### *Strong and Sustainable Financial and Economic Health*

The continuous use of these products over the past three years has allowed the department to lower the feed ratio into the system which is lowering the annual costs of the chemicals.

*Excellent Services with a Focus on Customer Service*

The department partners with a State Chemical representative who performs weekly visits into the subdivision to help maintain optimal feed rates during summer dry and wet winter months.

**Fiscal Impacts**

State Chemical pricing for the Pit Raider and Nutri Pro will remain the same through the FY 2018/2019. The total annual expense incurred last year was \$32,848.20. The department has budgeted \$60,000 in the operating account *Sewer Pump Station Operations -Odor Control.*

**Attachments:**

1. **State Chemical Products – Pricing Letter**



---

**Care for Work Environments®**

---

July 12, 2018

Jimmy,

State Chemical will hold the 55 gallon price for both Nutri Pro and Pit Raider the same for the City of Murfreesboro for the fiscal year of 2018/2019. During this time period there will be no price increases on the product.

The price per product will be as follows:

Pit Raider D55 delivered price of \$1364.75  
Nutri Pro D55 delivered price of \$379.85

Please feel free to contact me if you have any questions and as always it is a pleasure working with your team.

Best Regards,

Sherri Johnson  
Territory Manager  
615-972-5196 cell

Craig Adams  
District Sales Manager  
State Industrial Products  
865-386-8553

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Corrosion Transmitters

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

Staff has budgeted in the 2018/2019 capital budget to purchase one (1) corrosion transmitter for the Stones River Water Treatment Plant, and one (1) transmitter for each of the five (5) water storage tanks.

## Staff Recommendation

The Water Resources Board recommends that the City Council approve the purchase of the six (6) InstantMPY Corrosion Transmitters in accordance with the quote provided by American Development Corporation.

## Background Information

Corrosion control is always a complex issue regarding drinking water treatment. A major corrosion problem that is familiar with most everyone in drinking water is Flint, Michigan. The Flint water crisis first started in 2014 when the drinking water source for the city of Flint, Michigan was changed from Lake Huron and the Detroit River to the cheaper Flint River. Due to insufficient water treatment, that included improper corrosion control and monitoring, lead leached from the lead water pipes into the drinking water thereby exposing over 100,000 residents. Other issues that are of concern is preventing scale forming inside of pipelines and water heaters.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Provides safe and clean drinking water properly flowing to each customer.

### *Excellent Services with a Focus on Customer Service*

Provides proper equipment for personnel to perform their duties and maintain safe and clean drinking water properly flowing to each customer.

## Fiscal Impacts

The total amount budgeted for the InstantMPY corrosion transmitters in the rate funded capital equipment for FY 2018-2019 is \$35,000.00. The total cost for

purchasing all six (6) InstantMPY corrosion transmitters is \$32,220.00. This is \$2,780.00 under budget.

**Attachments:**

1. American Development Quote
2. InstantMPY Proposal
3. Sole Source Letter



(888) 542-8561 • [adc-chem.com](http://adc-chem.com)  
821 William D Jones Blvd. • PO Box 620 • Fayetteville, TN 37334

Murfreesboro Water & Sewer  
300 NW Broad St.  
P.O. Box 1477  
Murfreesboro, TN 37133

Alan,

Enclosed is a proposal for the corrosion probes. The total for each probe is \$5,370.00 each. If you are interested in six probes total your cost will be \$32,220.00. This is delivered cost to your facility. ADC will help with the installation, which includes mounting the transmitter and installing the probe itself. As discussed earlier, Murfreesboro is to provide someone to connect the units to your SCADA system.

As always ADC appreciates your interest in our products. If you have any questions feel free to contact me, by email or by phone. Thank you again for your business.

Jason McGee  
Sales Manager  
  
American Development Corporation  
821 William D Jones Blvd.  
Fayetteville TN 37334  
  
888-542-8561 office 931-993-0881 cell



Know your corrosion rate  
instantly

# InstantMPY

Instant Corrosion Rate Monitoring  
for Drinking Water

Proposal of SM2016  
for  
Murfreesboro TN

InstantMPY LLC.  
2010 Sterling Rd  
Charlotte, NC 28209

Email: [instantmpy@gmail.com](mailto:instantmpy@gmail.com)  
Web: <http://www.instantmpy.com>  
Phone: 704.905.8624



Know your corrosion rate  
instantly

InstantMPY SM2016

What is included

Order &  
Warranty

The InstantMPY SM2016 System enables drinking water utilities to monitor drinking water corrosion rates on a real time basis.

The corrosion monitor and probe reports into the Scada system, the current corrosion rate of the water passing by the probe so that utilities can measure and record the corrosivity of the finished water.

Corrosion rate measurements are made using the linear polarization resistance technique. The measurements are then transmitted via 4-20mA current loop.

1. The SM2016 Loop Powered- LPR Transmitter
2. Fixed length, 3 electrode LPR Probe Fiberglass Nonpressurized
3. Carbon Steel C1010 Metal Probe Tips with Viton gasket  
Replacement tips are available at \$30 per probe (every 6 to 9 months needed)
4. Shipping Charges from our facility in Charlotte, NC
5. Supervised Installation and Training
6. SCADA connection to be made by Murfreesboro employees or contractor chosen by Murfreesboro

Manufacturing time is up to 4 weeks after receipt of order.

All Equipment is under manufacturer warranty for 12 Months with normal use and supervised installation.

InstantMPY LLC.  
2010 Sterling Rd  
Charlotte, NC 28209

Email: [instantmpy@gmail.com](mailto:instantmpy@gmail.com)  
Web: <http://www.instantmpy.com>  
Phone: 704.905.8624



Know your corrosion rate  
instantly

Pricing

Total Price per Corrosion Transmitter: **\$4995.00**

Total Price per Probe: **\$375.00**

Prices are valid through December 31, 2018 and does not include any taxes, if applicable. Net terms are 30 days from receiving.

InstantMPY LLC.  
2010 Sterling Rd  
Charlotte, NC 28209

Email: [instantmpy@gmail.com](mailto:instantmpy@gmail.com)  
Web: <http://www.instantmpy.com>  
Phone: 704.905.8624



Know your corrosion rate  
instantly

July 6, 2018

To whom it may concern,

This letter serves to certify that the InstantMPY SM2016 SCADA linked corrosion monitoring system has no competitor and no other comparable unit is available in the US drinking water market. The product and service provided is unique.

American Development Corporation is the sole and exclusive distributor of InstantMPY products in the State of Tennessee.

Respectfully submitted,

Signed

John Walsh, President, InstantMPY

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Vehicle Purchase for the Stones River Water Treatment Plant

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

There are three (3) vehicles approved in the MWRD's FY 2018-2019 capital budget under Account 370 – New Equipment - Vehicles for the Stones River Water Treatment Plant.

## Staff Recommendation

The Water Resources Board recommends that the City Council approve the purchase of the three (3) vehicles in accordance with the existing statewide contract as identified with funding coming from the FY 2018-2019 budgeted capital account.

## Background Information

There are three (3) vehicles approved in the MWRD's FY 2018-2019 capital budget under Account 370 – New Equipment - Vehicles for the Stones River Water Treatment Plant. One (1) is for the new Cross-Connection Control Technician, one (1) vehicle is to replace Unit 88 and one (1) new vehicle for maintenance.

## Council Priorities Served

*Excellent Services with a Focus on Customer Service*

Provides proper equipment for personnel to perform their duties and maintain safe and clean drinking water properly flowing to each customer.

## Fiscal Impacts

The cost for the referenced vehicles on the State of Tennessee Statewide Contract is in the amount of \$140,609.00. In addition, the vehicles will have specific equipment installed for its intended use. The additional equipment for the cross-connection control vehicle is estimated at \$1,100, the maintenance vehicle with crane is estimated at \$8,200.00 and the maintenance vehicle without crane but with air compressor is estimated at \$11,750.00. Therefore; the total amount estimated for the three (3) vehicles are \$161,659.00. The total amount budgeted for these three (3) vehicles in the rate funded capital equipment for FY 2018-2019 is \$169,000.00.

The total of the three (3) vehicles together are \$7,341.00 under budget.

**Attachments:**

1. Ford of Murfreesboro Quote – Statewide Contract

# Ford of Murfreesboro

# SALES QUOTATION

Jason McCullough  
1550 NW Broad St.  
Murfreesboro, TN 37129

Statewide Contract 209/56446

TO:  
Murfreesboro Water and Sewer Dept.

F.O.B.  
TERMS  
DELIVERY  
NUMBER

Thank you for your inquiry dated: *July 6, 2018*  
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
U9G	1	2019 Ford Escape SE 4x4	\$21,806.00	\$21,806.00
OPTIONS	1	Highlighted Options on Attached Window Sticker	\$125.00	\$125.00
<b>***Window Sticker Attached***</b>				
<b>Total Price</b>				\$21,931.00
				\$21,931.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

July 6, 2018  
DATE

# Ford of Murfreesboro

# SALES QUOTATION

Jason McCullough  
1550 NW Broad St.  
Murfreesboro, TN 37129

Statewide Contract 209/56446

TO:  
Murfreesboro Water and Sewer

F.O.B.  
TERMS  
DELIVERY  
NUMBER

Thank you for your inquiry dated: *July 10, 2018*  
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
X3F	1	2019 Ford F-350 Super Cab Chassis 4x4	\$31,644.00	\$31,644.00
18B	1	Platform Running Boards	\$445.00	\$445.00
872	1	Rear View Camera Prep Kit	\$415.00	\$415.00
UPFIT	1	Body from Stringfellow without Crane	\$17,785.00	\$17,785.00
<b>***Window Sticker Attached***</b>				
		<b>Total Price</b>	<b>\$50,289.00</b>	<b>\$50,289.00</b>

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

PER

*July 10, 2018*  
DATE

Jason McCullough  
1550 NW Broad St.  
Murfreesboro, TN 37129

Statewide Contract 209/56446

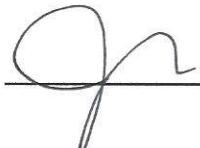
TO:  
Murfreesboro Water and Sewer

F.O.B.  
TERMS  
DELIVERY  
NUMBER

Thank you for your inquiry dated: *July 10, 2018*  
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
X3F	1	2019 Ford F-350 Super Cab Chassis 4x4	\$31,644.00	\$31,644.00
18B	1	Platform Running Boards	\$445.00	\$445.00
872	1	Rear View Camera Prep Kit	\$415.00	\$415.00
UPFIT	1	Body from Stringfellow with Mounted Crane	\$35,885.00	\$35,885.00
***Window Sticker Attached***				
		<b>Total Price</b>	<b>\$68,389.00</b>	<b>\$68,389.00</b>

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



\_\_\_\_\_  
PER

July 10, 2018  
DATE

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Water/Wastewater Mechanical/Electrical Services Contract Change Order No. 1

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

Staff submits Change Item No. 1 for proposed changes to the Water/Wastewater Mechanical/Electrical Services Contract.

## Staff Recommendation

The Water Resources Board recommends that the City Council approve the proposed change order that includes work identified and 10 additional days added to contract along with adjusting the contingency allowance.

## Background Information

Change Item No. 1 was requested by Staff to realign the existing foundations for Raw Water Pump No. 1 – No. 3 and center them in the existing sump (trench) and to provide each new pump with a vortex suppressor in lieu of a strainer. During the Contractor's inspection of the existing Raw Water Intake sump, it was determined none of the existing three pumps are centered in the sump and are misaligned from 2" to 5". This will minimize cavitation and promote flow that is uniform, steady, and free from swirl and entrained air. The Hydraulic Institute and pump manufacturer both recommend pumps in a trench-type wet well like the one at the Stones River Water Treatment Plant be centered in the sump (trench). Examples of the negative impacts of the misaligned pumps was evident in the excessive vibrations experienced by Pump No. 1. The addition of the vortex suppressors to each pump is an additional measure recommended by the manufacturer to be done when retrofitting pumps into existing wet well. The vortex suppressors will minimize the potential for vortexes at the suction bell of the pump and assist in preventing cavitation and damage to the pumps. There will be an increase of ten (10) days in the contract time because of this change item.

## **Council Priorities Served**

### *Safe and Livable Neighborhoods*

Provides adequate water supply and maintains safe and clean drinking water flowing to each customer.

### *Excellent Services with a Focus on Customer Service*

Provides reliable equipment and safe and clean drinking water flowing to each customer.

## **Fiscal Impacts**

The original contract amount is \$576,800.00 with a contingency allowance of \$38,000.00. Performance of Change Order No. 1 is in the amount of \$16,911.50 will adjust the contingency to \$21,088.50. There is no change to the total contract amount.

## **Attachments:**

1. SSR CCF\_1\_MechElecServices\_forapproval



July 17, 2018

Mrs. Valerie Smith  
Assistant Director of Engineering  
Murfreesboro Water Resources Department  
220 NW Broad Street  
Murfreesboro, TN 37130

**RE: Water/Wastewater Mechanical/Electrical Services Contract**  
**Murfreesboro, TN**  
**Proposed CCF No. 1**

Dear Mrs. Smith:

Attached is a copy of proposed Change Item No. 1 including a Summary Log of all proposed changes to date. The following summarizes the change item and provides recommendation for its approval.

Change Item No. 1 was requested by MWRD staff to realign the existing foundations for Raw Water Pump Nos. 1 – 3 and center them in the existing sump (trench) and to provide each new pump with a vortex suppressor in lieu of a strainer. During the Contractor's inspection of the existing Raw Water Intake sump, it was determined none of the existing three pumps are centered in the sump and are misaligned from 2" to 5". To minimize cavitation and promote flow that is uniform, steady, and free from swirl and entrained air, the Hydraulic Institute and pump manufacturer both recommend pumps in a trench-type wet well similar to the one at the Stones River Water Treatment Plant be centered in the sump (trench). Examples of the negative impacts of the misaligned pumps was evident in the excessive vibrations experienced by Pump No. 1. The addition of the vortex suppressors to each pump is an additional measure recommended by the manufacturer to be done when retrofitting pumps into existing wet well. The vortex suppressors will minimize the potential for vortexes at the suction bell of the pump and assist in preventing cavitation and damage to the pumps. There will be an increase of ten (10) days in the contract time as a result of this change item.

SSR has reviewed the proposed change and recommends it be approved and the contingency allowance be adjusted accordingly. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

**SMITH SECKMAN REID, INC.**

A handwritten signature in black ink that reads 'Luke Williams'.

Luke G. Williams, PE  
LGW/lgw  
Enclosures

cc: Darren Gore (w/encl) – MWRD  
Alan Cranford (w/encl) - MWRD

T:\Team41\2016\16410160\CA\Chg Order CCF\RWPS (JBS)\CCF - 1\LGW20180716\_LTR\_WWW\_CCF-1.doc

## CHANGE CONTROL FORM (CCF)

Owner Contract No.	N/A
Project Name:	Water/Wastewater Mechanical Electrical Services Contract
Engineer:	Smith Seckman Reid, Inc.
Contractor:	John Bouchard & Sons Co.

### DESCRIPTION OF CHANGE

Provide pricing to modify existing pump foundations for Raw Water Pump Nos. 1 - 3 to allow proposed pumps to be centered inside existing sump channel. Provide pricing for vortex suppressors on Raw Water Pump Nos. 1 - 3 in lieu of strainers.

(Attach Supporting Documentation)

Requested By:	OWNER
This Document is a:	REQUEST FOR PROPOSAL (RFP)
Drawing(s) Reference:	D1.1-08
Spec. Reference:	11209

### REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

<input checked="" type="checkbox"/> No Change in Contract Amount is required.	<input type="checkbox"/> A Change in Contract Amount is required: Add/Deduct (Circle One)	\$16,911.50
<input type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Time is required:	10 days
Engineer: <u>Jube Williams</u> (Authorized Signature)	<u>07/17/18</u> (Date)	Contractor: <u>David Proctor JV</u> (Authorized Signature)
Owner: _____ (Authorized Signature)	<input type="checkbox"/> Owner Recommends Acceptance <input type="checkbox"/> Owner Recommends Rejection	<u>7/17/18</u> (Date)

### WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:	Date:
Authorized by Owner:	Date:
Accepted by Contractor:	Date:

### FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR:	Date:
Directed by Engineer:	Date:
Accepted by Contractor:	Date:

<b>Murfreesboro Service Contract Rate Sheet - 2018</b>			
<b>Modifications to RW Pump Scope: New Pads &amp; Vortex Suppressors</b>			

Description	Qty (hrs)	Rate	Extended
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)	16	\$52.00	\$832.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
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)	16	\$37.00	\$592.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00

<b>Materials &amp; Subcontractors</b>		
Vortex Suppressors (Qty: 3)	Southern Sales	\$2,250.00
Markup on Material & Subcontractors	15.00%	\$337.50

<b>Subcontractors</b>		
Concrete Demo, Coring, & Form New Pads (Qty: 3)		\$12,000.00
Markup on Material & Subcontractors	5.00%	\$600.00

<b>TOTAL ESTIMATE</b>		<b>\$16,911.50</b>
-----------------------	--	--------------------

CHANGE CONTROL LOG

Owner: Murfreesboro Water Resources Department  
Project Name: Water/Wastewater Mechanical/Electrical Services Contract  
Contract No. 1641016  
Contractor: Smith Seckman Reid, Inc.  
Engineer: John Bouchard & Sons, Inc.  
Contractor: 07/16/18  
Revised:

Original Contract Amount:	<b>\$ 576,800.00</b>
Contingency Allowance Amount:	<b>\$ 38,000.00</b>
Contingency Allowance Amount:	<b>\$ 27,088.50</b>

Notes:

- 1. CCR - Contractor change request
- 2. CL - Claim
- 3. FO - Field Order
- 4. RFP - Request for proposal
- 5. WCD - Work change directive

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Stones River Water Treatment Plant Emergency Lagoon Repairs

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

Staff noticed two sinkholes in Lagoon No. 1 on July 17, 2018 and two additional sinkholes on July 23, 2018, at the Stones River Water Treatment Plant. Lagoon No. 1 is currently being cleaned by Slurry Systems Company, Inc.

## Staff Recommendation

Due to the emergency nature of this repair, the City Manager has approved the initial cost associated with this work; however, staff would request Council to approve the work to be performed under Rollins Excavating's existing Concrete and Storm Draining contract with the City.

## Background Information

Due to the karst topography of Tennessee, the two lagoons at the water treatment plant occasionally experience sinkholes. Lagoon No. 2 has experienced sinkholes twice in the last ten years prior to the four existing sinkholes. Once a sinkhole is discovered it requires immediate attention to prevent water from passing to receiving streams or to prevent the holes from getting larger.

Staff contacted Rollins Excavating to provide an estimate for repairs. Rollins has performed repairs to sinkholes in the water treatment plant lagoons in the past and is familiar with the geotechnical engineer repair requirements and they currently have a contract with the City. Rollins has estimated the large sinkhole not to exceed \$52,500.00 and the smaller sinkhole not to exceed \$43,200.00 for a total not to exceed price of \$95,700.00. Rollins does not have enough information to provide specifics on the size of the sinkhole, requirements for repair or even a solid cost estimate. This repair is an emergency repair due to not being able to leave the lagoon out of service for an extended period due to the cleaning of Lagoon No. 1 by Slurry Systems Company, Inc. **Since Rollins has provided their initial quote, the sinkholes have expanded in size and staff expects to incur additional expense over the original quote associated with the work.**

## **Council Priorities Served**

### *Safe and Livable Neighborhoods*

Ensuring proper environmental compliance and responsibility.

## **Fiscal Impacts**

The estimate for repair is unknown; however, Rollins Excavating is utilizing existing unit pricing within their current Concrete and Storm Draining Contract with the City. Funding has been approved by the Water Resources Board. Funding will come from the Water Resources Department working capital reserves.

## **Attachments:**

1. Rollins Excavating Co., LLC Proposal

# ROLLINS EXCAVATING COMPANY

1468 Middle Tennessee Blvd.  
Murfreesboro, TN 37130

Phone: 615-890-0722  
Fax: 615-848-9115

## ESTIMATE

TO: MWSD

Attn: Robert Hughes

300 NW Broad St.

Murfreesboro, TN 37133

Date: 7/17/2018

Job #: 1890

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: [rhughes@murfreesborotn.gov](mailto:rhughes@murfreesborotn.gov)

JOB Emergency Lagoon Repairs  
LOCATION: Murfreesboro, TN

#1 Estimate to repair large sinkhole (#1) in sidewall of Lagoon  
per TTL recommendations

NOT TO EXCEED ESTIMATE \$ 52,500.00

#2 Estimate to repair large sinkhole (#2) in sidewall of Lagoon  
located under catwalk per TTL recommendations

NOT TO EXCEED ESTIMATE \$ 43,200.00

TOTAL ESTIMATE \$ 95,700.00

**Pricing good for 30 days from estimate date.**

Agreement: To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, **ROLLINS**

**EXCAVATING CO., LLC** & employees from & against all claims, damages, losses & expenses, including but not limited to attorney's fees arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Owner such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a party or person.

**MWSD**

**ROLLINS EXCAVATING CO., LLC**

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

By: Jay Beebe  
Title: General Superintendent  
Date: 7/17/18

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Walter Hill Dam Rehabilitation

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

Staff submits the bid results for the Walter Hill Dam Rehabilitation project that opened on July 16, 2018, at 1:00 p.m. at the Water Resources Department Administration Building.

## Staff Recommendation

The Water Resources Board recommends that the City Council award the contract to Haren Construction Company, Inc. in accordance with their bid.

## Background Information

The Engineer's estimate for the project was \$400,000.00. Haren Construction Company's bid is \$92,000.00 above the estimate, however, SSR and Staff agree that the lack of Contractor's in the area with the necessary experience and specialty to be able to successfully complete this project was one of the reasons for the limited number of bids and the high bid price. The current robust construction industry across the region was also reason for the higher than expected bid price.

This is a critical project due to mandatory repairs by TDEC and that the Walter Hill dam backs up the MWRD's source water supply for the intakes located at the Stones River Water Treatment Plant.

SSR or MWRD have not worked with Haren Construction Company, Inc. before; however, SSR finds them to be a reputable Contractor based upon a Dun and Bradstreet Business Information Report for Haren Construction Company, Inc.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Ensuring adequate source water for treatment to provide safe and clean drinking water flowing to each customer. Ensures safety of community by ensuring a structurally sound dam.

*Excellent Services with a Focus on Customer Service*

Ensuring adequate source water for treatment to provide safe and clean drinking water flowing to each customer.

**Fiscal Impacts**

Funding in the amount of \$492,000.00 will come from rate funded capital reserves.

**Attachments:**

1. SSR Recommendation of Award Letter for Walter Hill Dam Maintenance



July 17, 2018

Mr. Darren Gore  
Director  
Murfreesboro Water Resources Department  
P. O. Box 1477  
Murfreesboro, TN 37133-1477

RE: Walter Hill Dam Maintenance  
Recommendation of Award  
SSR No. 17-41-029.0

The bids for the Walter Hill Dam Maintenance Project were received by the City of Murfreesboro Water Resources Department (MWRD) at 1:00 p.m. CDT on July 16, 2018, and were read publicly. There was one (1) bid submitted and opened. The total base bid price for the bid is listed below. All prices are listed in the attached certified bid tabulation. The purpose of this letter is to make recommendations on award of the contract and discuss related issues.

1. Haren Construction Company, Inc.	\$ 492,000.00
1715 Highway 411 North	
P.O. Box 350	
Etowah, TN 37331	

Haren Construction Company, Inc. is the apparent low bidder for the project with a total base bid price of \$492,000.00. There were no discrepancies in the bid received from Haren Construction Company, Inc.

SSR or MWRD have not worked with Haren Construction Company, Inc. before but following review of their financials, references, and project resume, SSR finds them to be a reputable Contractor. A Dun and Bradstreet Business Information Report for Haren Construction Company, Inc was obtained to verify credit worthiness and it indicated nothing of concern.

The low bid is considered to be competitive and in line with present construction pricing levels. The Engineer's Estimate of Probable Construction Cost was \$400,000.00. Therefore, it is recommended that the contract be awarded to Haren Construction Company, Inc. in the amount of \$492,000.00. If the City elects to award the project, please sign the attached Notice of Award form and return to me.

If you have questions or require additional information, please contact me at 615.460.0549.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in black ink that reads "Luke Williams".

Luke G. Williams, PE

Enclosures

cc: Valerie Smith, Alan Cranford – MWRD  
JHB, GKG, MLB - SSR  
File (1)

T:\Team41\2017\17410290\Bidding\REBID \_Bid Opening\_7-16-18\1741029.0 - Letter-Owner Recommendation of Award Letter\_MWRD.docx

## SECTION 00628

### NOTICE OF AWARD

Date of Issuance: July 17, 2018

Owner: City of Murfreesboro

Owner's Contract No.:

Engineer: Smith, Seckman, Reid, Inc.

Engineer's Project No.:1741029.0

Project: Walter Hill Dam Maintenance

Contract Name:

Bidder: Haren Construction Company, Inc.

Bidder's Address: 1715 Highway 411 N., P.O Box 350, Etowah, TN 37331

#### TO BIDDER:

You are notified that the Owner has accepted your Bid dated July 16, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Walter Hill Dam Maintenance

The Contract Price of the awarded Contract is: Four Hundred Ninety Two Thousand Dollars and No Cents (\$492,000.00).

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner, via the Engineer, all executed counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security performance and payment bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Deliver Certificates of Insurance as specified in the General Conditions (paragraph 5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Owner)

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

Name and Title: \_\_\_\_\_

Copy: Smith, Seckman, Reid, Inc.

**BID TABULATION SUMMARY  
WALTER HILL DAM MAINTENANCE PROJECT  
CITY OF MURFREESBORO, TENNESSEE  
BID DATE: JULY 16, 2018**

<b>BIDDER NO.</b>	<b>BIDDER</b>	<b>BASE BID AMOUNT</b>
1	Haren Construction Company, Inc.	\$492,000.00

**SUMMARY OF ERRORS AND OMISSIONS FOUND**

1. None.



Smith  
Seckman  
Reid, Inc.

BID TAB SHEET FOR  
CITY OF MURFREESBORO, TENNESSEE  
WALTER HILL DAM MAINTENANCE

SSR NO. 17-41-029.0

Page 1 of 1

BID DATE: JULY 16, 2018

1:00 PM CST TIME

BID TAB SHEET FOR CITY OF MURFREESBORO, TENNESSEE WALTER HILL DAM MAINTENANCE		Haren Construction Company, Inc. 1715 Highway 411 North P.O. Box 350 Etowah, TN 37331	
SSR NO. 17-41-029.0		TN Lic. #000002260 Expiration Date: 10/31/2018 Classification: BC; HC-4-5,D; MU-A,B,C; CMC-A,C; HRA-A,C; CE Monetary Limits: Unlimited	

#### SCHEDULE A - LUMP SUM BID ITEMS

ITEM NO.	EST. QTY & UNITS	DESCRIPTION	ITEM TOTAL
1	1 LS	Walter Hill Dam Maintenance, complete lump sum bid excluding Schedule B	\$ 477,000.00

#### SCHEDULE B - ALLOWANCE ITEM

ITEM NO.	EST. QTY & UNITS	DESCRIPTION	UNIT PRICE	ITEM TOTAL
2		Construction Contingency Allowance		\$ 15,000.00
		<b>TOTAL BASE BID</b> Total Base Bid (Sum Total of Items 1 thru 2)		<b>\$ 492,000.00</b>

NOTE: Manufacturer pricing listed in **bold** text indicates manufacturer that was selected on Bid Form.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS IN EXTENSIONS OF UNIT PRICES CORRECTED.

Jube Williams  
BY

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

---

## Summary

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).

## Staff Recommendation

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

## Background Information

City Code section 2-10 (E)(7) says "report" not "approval". Thus, the attached report is in compliance with this reporting requirement. Purchases of asphalt are made throughout the month prior to the report 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, 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.

## Council Priorities Served

*Strong and Sustainable Financial and Economic Health*

Proper procurement ensures best cost savings to the Department and our customers.

*Excellent Services with a Focus on Customer Service*

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

**Fiscal Impacts**

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.

**Attachments:**

- 1. Asphalt Purchases Report**

**ASPHALT PURCHASES**  
MWRD Operations & Maintenance

<b>Date</b>	<b>Approval</b>	<b>Vendor</b>	<b>Type</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total</b>
7/31	DH	Vulcan	Binder	\$47.15	103.50	\$4,880.03
	<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	\$557.49
	<b>TOTAL</b>				<b>10.32</b>	<b>\$557.49</b>
11/30	DH	Hawkins	Binder	\$49.88	135.83	\$6,775.20
	<b>TOTAL</b>				<b>135.83</b>	<b>\$6,775.20</b>
12/31	DH	Hawkins	Binder	\$52.00	77.76	\$4,043.52
	<b>TOTAL</b>				<b>77.76</b>	<b>\$4,043.52</b>
1/1						\$0.00
	<b>TOTAL</b>				<b>0.00</b>	<b>\$0.00</b>
2/9	DH	Hawkins	Binder	\$53.08	62.84	\$3,335.55
	<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

<b>TOTAL</b>					<b>12.80</b>	<b>\$630.78</b>
5/9	DH	Vulcan	Binder	\$49.99	16.33	\$816.34
5/11	DH	Vulcan	Binder	\$49.28	17.44	\$859.44
5/25	DH	Vulcan	Binder	\$57.99	12.65	\$733.57
<b>MAY TOTAL</b>					<b>46.42</b>	<b>\$2,409.35</b>
			<b>TOTAL</b>	<b>1249.53</b>		<b>\$64,361.92</b>

## MONTHLY ASPHALT QUOTES

Murfreesboro Water Resources  
Operations & Maintenance

		Hawkins	Hoover	Vulcan	Notes
July	<i>Binder</i>	\$52.00	\$52.39	<b>\$50.50</b>	Roger Gunter rec'd verbal quotes
	<i>Topping</i>	\$60.00	\$60.30	<b>\$59.00</b>	
August	<i>Binder</i>	\$51.60	\$52.28	<b>\$47.07</b>	8/4/17-Roger Gunter rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.50	\$60.20	<b>\$54.10</b>	
September	<i>Binder</i>	\$51.60	\$52.28	<b>\$50.07</b>	
	<i>Topping</i>	\$59.50	\$60.20	<b>\$58.60</b>	
October	<i>Binder</i>	\$51.41	\$52.23	\$50.02	10/10/17-Mickey Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.28	\$60.13	\$58.52	
November	<i>Binder</i>	\$49.88	\$52.29	\$50.07	11/16/17-M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$57.50	\$60.22	\$58.62	
December	<i>Binder</i>	\$52.00	\$52.39	\$53.00	
	<i>Topping</i>	\$60.00	\$60.36	\$62.00	
January	<i>Binder</i>	\$52.58	\$52.86	\$50.68	
	<i>Topping</i>	\$61.42	\$61.00	\$59.41	
February	<i>Binder</i>	\$53.08	\$53.23	\$51.10	2/8/18 -M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$62.12	\$67.95	\$60.00	
March	<i>Binder</i>	\$52.98	\$53.61	\$53.00	
	<i>Topping</i>	\$61.89	\$68.48	\$62.00	
April	<i>Binder</i>	\$52.98	\$54.27	\$49.28	
	<i>Topping</i>	\$61.89	\$69.38	\$57.03	
May	<i>Binder</i>	\$48.75	\$54.27	\$49.99	Hoover -verbal quote same as last month
	<i>Topping</i>	\$57.50	\$69.38	\$58.42	
June	<i>Binder</i>	\$54.05	\$54.27	\$54.15	
	<i>Topping</i>	\$63.95	\$69.38	\$64.03	

**ASPHALT PURCHASES**  
MWRD Operations & Maintenance

<b>Date</b>	<b>Approval</b>	<b>Vendor</b>	<b>Type</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total</b>
7/31	DH	Vulcan	Binder	\$47.15	103.50	\$4,880.03
	<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	\$557.49
	<b>TOTAL</b>				<b>10.32</b>	<b>\$557.49</b>
11/30	DH	Hawkins	Binder	\$49.88	135.83	\$6,775.20
	<b>TOTAL</b>				<b>135.83</b>	<b>\$6,775.20</b>
12/31	DH	Hawkins	Binder	\$52.00	77.76	\$4,043.52
	<b>TOTAL</b>				<b>77.76</b>	<b>\$4,043.52</b>
1/1						\$0.00
	<b>TOTAL</b>				<b>0.00</b>	<b>\$0.00</b>
2/9	DH	Hawkins	Binder	\$53.08	62.84	\$3,335.55
	<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

<b>TOTAL</b>					<b>12.80</b>	<b>\$630.78</b>
5/9	DH	Vulcan	Binder	\$49.99	16.33	\$816.34
5/11	DH	Vulcan	Binder	\$49.28	17.44	\$859.44
5/25	DH	Vulcan	Binder	\$57.99	12.65	\$733.57
<b>MAY TOTAL</b>					<b>46.42</b>	<b>\$2,409.35</b>
			<b>TOTAL</b>	<b>1249.53</b>		<b>\$64,361.92</b>

## MONTHLY ASPHALT QUOTES

Murfreesboro Water Resources  
Operations & Maintenance

		Hawkins	Hoover	Vulcan	Notes
July	<i>Binder</i>	\$52.00	\$52.39	<b>\$50.50</b>	Roger Gunter rec'd verbal quotes
	<i>Topping</i>	\$60.00	\$60.30	<b>\$59.00</b>	
August	<i>Binder</i>	\$51.60	\$52.28	<b>\$47.07</b>	8/4/17-Roger Gunter rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.50	\$60.20	<b>\$54.10</b>	
September	<i>Binder</i>	\$51.60	\$52.28	<b>\$50.07</b>	
	<i>Topping</i>	\$59.50	\$60.20	<b>\$58.60</b>	
October	<i>Binder</i>	\$51.41	\$52.23	\$50.02	10/10/17-Mickey Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$59.28	\$60.13	\$58.52	
November	<i>Binder</i>	\$49.88	\$52.29	\$50.07	11/16/17-M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$57.50	\$60.22	\$58.62	
December	<i>Binder</i>	\$52.00	\$52.39	\$53.00	
	<i>Topping</i>	\$60.00	\$60.36	\$62.00	
January	<i>Binder</i>	\$52.58	\$52.86	\$50.68	
	<i>Topping</i>	\$61.42	\$61.00	\$59.41	
February	<i>Binder</i>	\$53.08	\$53.23	\$51.10	2/8/18 -M Williams rec'd verbal quotes from Vulcan
	<i>Topping</i>	\$62.12	\$67.95	\$60.00	
March	<i>Binder</i>	\$52.98	\$53.61	\$53.00	
	<i>Topping</i>	\$61.89	\$68.48	\$62.00	
April	<i>Binder</i>	\$52.98	\$54.27	\$49.28	
	<i>Topping</i>	\$61.89	\$69.38	\$57.03	
May	<i>Binder</i>	\$48.75	\$54.27	\$49.99	Hoover -verbal quote same as last month
	<i>Topping</i>	\$57.50	\$69.38	\$58.42	
June	<i>Binder</i>	\$54.05	\$54.27	\$54.15	
	<i>Topping</i>	\$63.95	\$69.38	\$64.03	

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Letter of Agreement: Direct Appropriation Grant for Governmental Entities

**Department:** Senior Center

**Presented by:** Connie Rigsby *CR*

**Requested Council Action:**

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

---

**Summary**

The State of Tennessee Commission on Aging and Disability will disburse \$50,000 to accredited Senior Centers. St. Clair is one of eight Senior Centers in Tennessee selected to receive these funds, which are available to senior centers recognized by the National Council on Aging's National Senior Center Accreditation Program.

**Staff Recommendation**

Approve letter of agreement with the Commission on Aging and Disability.

The Senior Center Advisory Commission voted to approve receiving these funds at its regular meeting on July 23, 2018.

**Background Information**

In January 2011, the Senior Center along with the Senior Center Advisory Commission began working toward accreditation. In December 2014, St. Clair's accreditation notebooks were submitted. Currently, staff has assembled a committee of several of our Senior Center Advisory Commission members to finalize the accreditation process within the next 30 days.

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service*

The Senior Center provides services to those age 60+ seniors through promoting lifelong learning, health and well-being, socialization, and volunteer opportunities.

**Fiscal Impacts**

Additional funding for the Senior Center in the amount of \$50,000.

**Operational Issues**

If the Center does not become accredited or if the items set forth in the agreement are not fulfilled, the funds will be returned to the State.

**Attachments:**

1. Letter of Agreement

RECEIVED JUL 11 2018



**STATE OF TENNESSEE  
COMMISSION ON AGING AND DISABILITY**

The Andrew Jackson Building  
502 Deaderick St, 9th floor  
Nashville, TN 37243

Jim Shulman  
Executive Director

Phone (615) 532-4543

**LETTER OF AGREEMENT:  
DIRECT APPROPRIATION GRANT  
FOR GOVERNMENTAL ENTITIES**

Date: July 5, 2018

To: Connie Rigsby  
Saint Clair Street Senior Center  
325 Saint Clair Street  
Murfreesboro, TN 37130-2848

From: Jim Shulman

The State's budget for the fiscal year beginning July 1, 2018, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 62, Item 30, of the 2018 Appropriations Act reads as follows:

“For the sole purpose of making grants of \$50,000 to any senior center accredited by the National Council on Aging's National Institute of Senior Centers through the National Senior Center Accreditation Program. Johnson City Seniors' Center, FiftyForward College Grove, FiftyForward Knowles in Nashville, FiftyForward Madison Station, FiftyForward Donelson Station, FiftyForward Martin Center in Brentwood, Kingsport Senior Center, St. Clair Senior Center in Murfreesboro”	400,000
---	---------

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
  - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

Connie Rigsby  
St. Clair Street Senior Center  
July 5, 2018  
Page Two

- b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
- c) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- d) You must complete the attached Substitute W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement; and
- b) Substitute W-9 Form.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

If you should have any questions or comments or need any assistance responding to this request, please contact **Sheryl Smith at 615-253-4432 or sheryl.smith@tn.gov**.

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Janet Howell  
615-253-3956  
Janet.Howell@tn.gov

---

On behalf of **St. Clair Street Senior Center**, I hereby agree to the aforementioned terms and conditions.

---

Official's Signature

---

Date

---

Official's Name (please print)

---

Official's Title or Position

---

Daytime Contact Phone Number

---

Federal Taxpayer Identification Number

July 19, 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, July 19, 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:

Craig Tindall, City Manager  
James Crumley, Assistant City Manager  
Jennifer Moody, Assistant City Manager  
Melissa Wright, City Recorder/Finance Director  
Adam Tucker, Interim City Attorney  
David Ives, Deputy City Attorney  
Matthew Blomeley, Acting Planning Director  
Margaret Ann Green, Principal Planner  
Chris Lilly, Information Technology Director  
Gary Whitaker, Economic Development/  
Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Council Member Kirt Wade commenced the meeting with a prayer. Boy Scout Houston Sproles, led those present with the Pledge of Allegiance.

Boy Scout Houston Sproles from St. Mark's Troop 398 was present to complete requirements for Eagle Scout.

Mayor McFarland extended condolences to Council Member Kirt Wade and his family on the recent passing of his father.

Mr. Greg Tucker, Rutherford County Historian, presented historical facts about Bradley Academy and Bradley School.

The Consent Agenda was presented to the Council for approval:

- 1) Chief of Police:
  - A. School Patrol Service Contract for St. Rose of Lima School.
  - B. School Patrol Service Contract for MTCS (Police).
  - C. School Patrol Service Contract for PCA (Police).
- 2) Human Resources: Replace HRIS Analyst position with Training Manager position.
- 3) Engineering: Annual Concrete & Storm Drainage Contract.
- 4) St. Clair Street Senior Center:
  - A. United Way of Rutherford & Cannon Counties Agreement.
  - B. CDBG FY2018-2019 Adult Day Services.
  - C. GNRC Contract.
  - D. GNRC Options Contract 2019-02.
- 5) Renewal of Certificate of Compliance for Wine in Retail Stores: Jules Smith at Kroger #565, 4432 Veterans Parkway.

(Insert letters from the Chief of Police, Human Resources, Engineering, St. Clair Street Senior Center and City Recorder/Finance 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 special meeting held on July 12, 2018 and the regular meeting held on July 12, 2018. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 18-OZ-17 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 17.96 acres along Twin Oak Drive as Single-Family Residential Six (RS-6) District, simultaneous with annexation; Rutherford County Habitat for Humanity, applicant [2018-433]," which passed first reading on May 3, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by 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-17 here.)

An ordinance, entitled "ORDINANCE 18-O-40 amending Murfreesboro City Code, Chapter 29-Subdivisions, Maps and Plats, Section 29-5 and Sections 29-9 through 29-18 by (1) providing that application review fees be set by resolution; (2) changing references to the Murfreesboro Water and Sewer Department (MWSD) and Water and Sewer Board, respectively, to the Murfreesboro Water Resources Department (MWRD) and Water Resources Board; and (3) changing certain references to the City Engineer to the Development Services Division or Development Services Director," which passed first reading on July 12, 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-O-40 here.)

An ordinance, entitled "ORDINANCE 18-O-42 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine, and beer," which passed first reading on July 12, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by LaLance. 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-O-42 here.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-35 adopted by the City Council on June 14, 2018, to amend 19.6 acres in Westlawn PUD along Veterans Parkway [2018-4114]; Parks-Harney Investments, applicant. Notice of said public hearing was published in the July 3, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, gave a presentation on the request to amend 19.6 acres in the Westlawn PUD located along Veterans Parkway and Shores Road. Subject area is to be divided into Areas C-4 and C-5. Area C-4 (10.5 acres) is located along Veterans Parkway and proposed for commercial and institutional uses. Area C-5 (6.3 acres) is located along Shores Road and proposed for commercial, institutional and residential uses. Development in either of these areas will be required to meet the GDO Design Standards. Most of the adjacent properties are zoned PUD except for properties to the south which are in the unincorporated area of Rutherford County. During the public hearing, Planning Commission discussed the proposed uses and were uncomfortable with the use of a hotel located in Area C-5. The applicants were asked to remove that use from the Program Book. The Future Land Use Map recommends that the area develop as multi-family residential district, largely taking into consideration that the current zoning allows apartments. She also indicated that Shores Road will be relocated and constructed as a 3-lane commercial street. The developer will be responsible for constructing a portion of the road on their side of the property. It is anticipated that there will be two signalized intersections, one at Westlawn Boulevard and the other at Blackman Road and Shores Road where they will connect. Six members of the Planning Commission voted to approve with

one abstention. This approval was contingent on the hotel use being removed from the Program Book. Mr. Randy Caldwell, Ragan-Smith & Associates, gave a presentation on the details of the proposed development. Mr. John Harney, Parks-Harney Investments, was also present.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendments to the Westlawn PUD come forward to the lectern.

Mr. Larry Tipton, 3371 Shores Road, was opposed to commercial zoning. It concerned him that a specific plan is not in place, and the backside of the buildings would not be aesthetically pleasing. He requested to keep the "townhome" status and that Shores Road not be renamed.

Mr. Kenneth Hawkins, 3341 Shores Road, had concerns with the planning process and what they were told initially. He requested that documentation be a part of the plans that address the height of the berm and trees; Shores Road not be dead-ended; and a list of permitted uses be submitted.

Mr. Mike Tanner, 3431 Shores Road, opposed commercial zoning and pointed out that this area was slated to be a transitional area between residential and commercial. There are scores of acres already slated between Shores Road and I-840 to be commercial. He requested that no retail business be allowed on either tract and questioned how the access road would be funded. It was noted that there were no notification signs for either the planning public hearing or this public hearing.

Mr. Travis Hoslate, 3281 Shores Road, was opposed to commercial and tractor trailer trucks traveling up and down the road.

Mr. Ray Mathis, 3521 Shores Road, opposed commercial zoning for these tracts at the end of Shores Road and wanted the present zoning to remain in place.

Mr. James Lovett, 3683 Shores Road, opposed commercial zoning and development of more malls.

Ms. Beth Spivey, 5083 Veterans Parkway, opposed any commercial zoning that would compromise their functional and aesthetic county neighborhood and could potentially affect their property values in a negative way.

There were no others present who wished to speak for or against the proposed rezoning along Veterans Parkway and Shores Road and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Caldwell addressed how the Design Guidelines would specifically address service areas which provides a level of protection as well as this development being a PUD. The C-4

tract is a natural low point of the property which abuts up to Shores Road and will be a significant detention area that will provide additional physical separation from any of the intense C-4 uses. The proposed uses in Area C-5 do not typically have long service areas but rather loading docks and smaller service areas which are easier to screen. There are specific uses identified, and the C-5 area has less intense uses. The berm will have a 6' width, and the developer is committed to planting 8-12' evergreen trees on top of the berm. Mr. Blomeley stated that the name of the road would be reviewed at the time the realignment occurs. Ms. Green addressed the aesthetics of the backs of retail type uses and confirmed that Area C-5 does allow any type of retail uses. There is a 40' wide buffer located adjacent to Shores Road which is larger than any buffer required in the City between a commercial and residential use. A 15' wide landscaped yard is required. Area C-4 has frontage and access to Veterans Parkway and the new road; however, it does not have any frontage or access to any of the existing single-family residential areas. Ms. Green clarified that Area C-5 is located closest to those who spoke, and the uses proposed are age restricted residential, assisted living, hospital, independent living, medical offices and offices. These uses typically do not have loading docks and large dumpsters. Area C-4 would allow a wider range of uses. She confirmed that they did meet the legal requirements for notices by advertising the public hearings in the newspaper as well as notices were sent to the residents who live within 250' of the proposed area. Signs were also placed on the property. Gateway Design Overlay reviews architecture, and this would be a high-quality product such as brick, stone, etc. The use for soap was for manufacturing and distribution of soap. Liquor store, soap and hotel uses were eliminated from Area C-5.

An ordinance, entitled "ORDINANCE 18-OZ-35 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 19.6 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway as indicated on the attached map; Parks-Harney Investments, applicant [2018-414]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following voted:

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

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-36 adopted by the City Council on June 14, 2018, to consider rezoning approximately 5.1 acres along Manchester Pike & Maples Farm Drive from Commercial Highway (CH) District to Single-Family Attached Type-2 (RS-A Type-2) District [2018-416]; The Maples Family General Partnership, applicant. Notice of said public hearing was published in the July 3, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the applicant's request to rezone the northeast corner of Manchester Pike and Maples Farm Drive to Single-Family Attached Type 2 (RS-A Type 2). At the time Ms. Maples Taylor had the property annexed and zoned, she left the corners at Manchester Pike zoned Commercial Highway in hopes of selling those parcels in the future for development of some type of neighborhood services at the entrance of her subdivision. Due to no interest being shown in these commercial lots during development of the subdivision, she decided to come up with an alternative plan and requested RS-A Type-2 which is single-family attached district suburban townhouse for a transition of townhouses to the single-family subdivision as opposed to the existing transition of commercial zoning to her subdivision. Both corners of the entrance to the subdivision are zoned Commercial Highway; however, she is only requesting rezoning of the five acres at the northeast corner of that intersection. The Murfreesboro 2035 Plan recommends that this property develop as General Commercial which staff believes that the recommendation in the 2035 Plan was because of the existing commercial zoning at that location. The applicants feel that the townhouse use is more appropriate as a transition back to the Maples Subdivision. Surrounding zonings consist of Single-Family Residential Fifteen (RS-15) District to the north; Single-Family Residential Eight (RS-8), Single Family Residential Ten (RS-10) and Single-Family Residential Twelve (RS-12) Districts to the east; and single-family residential parcels in the unincorporated County to the west. The Planning Commission held a public hearing on June 6, 2018 after which they voted unanimously to approve with one abstention. Ms. Maples Taylor, applicant, Mr. Rob Molchan and Mr. Matt Taylor, both of SEC, Inc., were present to represent Ms. Taylor. There were no questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 5.1 acres along Manchester Pike & Maples Farm Drive to Single-Family Attached Type-2 (RS-A Type-2) District come forward to the lectern. There was no one present who wished to speak for or

against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 18-OZ-36 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 5.1 acres along Manchester Pike and Maples Farm Drive from Commercial Highway (CH) District to Single-Family Attached Type-2 (RS-A Type-2) District; The Maples Family General Partnership, applicant [2018-416]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-37 adopted by the City Council on June 14, 2018, to consider a Plan of Services and annexation for 34.8 acres and 2) zoning of approximately 28.5 acres along Saint Andrews Drive and Veterans Parkway to Commercial Fringe (CF) District [2018-504 & 2018-415]; St. Andrews, LLC and City of Murfreesboro, applicants. Notice of said public hearing was published in the July 3, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request for annexation and Plan of Services for two parcels along the east side of Saint Andrews Drive and the north side of Veterans Parkway. The property was initially owned by two separate ownership groups (Smith Bros. Properties and St. Andrews LLC). Since this map was prepared, the City has purchased both parcels. A revised map was provided which illustrated 0.18 acres that the Smith Bros. did not wish to retain, and this acreage is included in the annexation request for a total of 34.98 acres. It also includes 800 linear feet of Saint Andrews Drive right-of-way (approximately 1.3 acres) and 2,100 linear feet of Veterans Parkway right-of-way (approximately 4.9 acres). Mr. Blomeley requested approval of the Plan of Services subject to it being revised to include the additional 0.18 acres and the revised annexation study area. The Plan of Services does indicate that City services can be provided to subject property. The study area is located within the City's Urban Growth Boundary, and it is contiguous with the existing City Limits on multiple sides. The

Engineering Department has determined that the annualized cost for the operation and maintenance of this segment of Saint Andrews Drive that is proposed to be annexed will cost \$2,000.00. The City already maintains the segment of Veterans Parkway that is proposed to be annexed.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and annexation for approximately 34.98 acres along Saint Andrews Drive and Veterans Parkway come forward to the lectern. There was no one present who wished to speak for or against the Plan of Services and annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 18-R-PS-37 was read to the Council and offered for adoption, to include the revised map, upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-PS-37 here to adopt a Plan of Services for approximately 34.98 acres along Saint Andrews Drive and Veterans Parkway [2018-504]; St. Andrews, LLC, applicant.)

The following RESOLUTION 18-R-A-37 was read to the Council and offered for adoption, to include the revised map, upon motion made by Mr. Smotherman, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-A-37 here to annex approximately 34.98 acres along Saint Andrews Drive and Veterans Parkway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2018-504]; St. Andrews, LLC, applicant.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing to consider zoning approximately 28.5 acres along Saint Andrews Drive & Veterans Parkway to Commercial Fringe (CF) District, simultaneous with annexation.

Mr. Matthew Blomeley, Acting Planning Director, said this zoning request for Commercial Fringe (CF) District is for the same property just considered for annexation, simultaneous with annexation. This zoning classification permits public and private schools,

grades K-12 by right. The Commercial Fringe Zone is consistent with what the 2035 Murfreesboro Comprehensive Plan recommends for this property. It is sensitive to the surrounding residential uses and does not require a special use permit for an elementary school. The revised acreage for the zoning is 28.68 acres. The Planning Commission held a public hearing on this matter on June 6, 2018 and unanimously recommended its approval.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of Commercial Fringe (CF) District for approximately 28.68 acres along Saint Andrews Drive and Veterans Parkway, simultaneous with annexation, come forward to the lectern. There was no one present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 18-OZ-37 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 28.68 acres along Saint Andrews Drive and Veterans Parkway as Commercial Fringe (CF) District, simultaneous with annexation; City of Murfreesboro, applicant [2018-415]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-38 adopted by the City Council on June 14, 2018, to consider 1) adoption of a Plan of Services for and annexation of 85.9 acres (including ROW) along Florence Road, 2) zoning of approximately 84.34 acres (excluding ROW) along Florence Road to Commercial Fringe (CF) District, Single-Family Attached Type 2 (RS-A2) District, Commercial Highway (CH) District, Single-Family Residential Six (RS-6) District, and Planned Residential Development (PRD) District (Windwoods PRD) which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and 3) rezoning of approximately 114 acres along Florence Road from Planned Unit Development (PUD) District to Single-Family Attached Type 2 (RS-A2) District, Single-Family Residential Six (RS-6) District, and Commercial Fringe (CF) District; from Single-Family Residential Ten (RS-10) District to Commercial Fringe (CF) District and Single-Family Attached Type 2 (RS-A2) District; and from Single-Family Residential Twelve (RS-12) District to Commercial Fringe

(CF) District [2018-505 & 2018-417]; Roy L. Waldron Family Ltd. Partnership, applicant. Notice of said public hearing was published in the July 3, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request for Annexation Plan of Services and annexation petition for an area located along the west side of Florence Road. It is the back portion of a parcel that was annexed in 2006 and zoned as a PUD for the Homeplace. The Waldrons had a PUD approved but never developed on that property. Now, with the impending construction of the Cherry Lane extension, they have requested the annexation and zoning of their entire tract. The balance of the tract that was never annexed is 83.7 acres as well as a segment of Florence Road right-of-way currently in the unincorporated County but includes some of the frontage of this property and, because any development on the property would access Florence Road at that location, staff would want it to be in the City's jurisdiction. When the Windwoods tract was annexed, a 10' strip along the eastern and northern boundaries was left. Since that time, the Legal Department has opined that the 10' strip is no longer required so it has been included in the Plan of Services and the annexation study area. The Plan of Services indicates how the City will be able to provide services to subject property. The property is within MED's Service Boundary with MTEMC; however, both the staff of MED and MTEMC agree that it would be more feasible for MTEMC to serve subject property, and they indicated in their responses to staff that they are going to seek to amend the Service Boundary so that MTEMC can serve that property. There were no questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Annexation Plan of Services and annexation petition for approximately 85.9 acres located along Florence Road come forward to the lectern. There was no one present who wished to speak for or against the proposed Plan of Services and annexation request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 18-R-PS-38 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-PS-38 here to adopt a Plan of Services for approximately 85.9 acres along Florence Road [2018-505]; Roy L. Waldron Family Ltd. Partnership, applicant.)

The following RESOLUTION 18-R-A-38 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-A-38 here to annex approximately 85.9 acres along Florence Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2018-505]; Roy L. Waldron Family Ltd. Partnership, applicant.)

Mr. Matthew Blomeley, Acting Planning Director, then presented the applicant's zoning request which is located along the west side of Florence Road between I-24 and Old Nashville Highway. The future land use map contained in the Murfreesboro 2035 Comprehensive Plan recommends that the property develop as General Residential which is a classification with a density range of 3.54 to 8.64 units per acre. The RS-6 zone is compatible with the General Residential uses in the plan. The RS-A Type 2 allows a density of up to 12 dwelling units per acre; however, he was not certain if the 2035 Plan contemplated the impact of the proposed Cherry Lane extension on this property. The Planning Commission conducted a public hearing on June 6, 2018 and unanimously recommended its approval. Mr. Matt Taylor and Mr. Rob Molchan with SEC, Inc. were present to represent the Waldron Family.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zonings for subject property located along Florence Road come forward to the lectern.

Mr. Brad Hornsby, Rutherford County Bar, was present on behalf of Ms. Jenny Justice who owns property to the east of subject property. The Sazerac property is located to the south. Her position is that her property will be abutting this property and become an attractive nuisance. She would like some type of impenetrable barrier between her property and what is now going to become commercial/residential property. An 8' fence would be sufficient.

There were no others present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Blomeley addressed the matter of the barrier for the Justice property. If her property is zoned RM (Residential Medium Density) in the County, that would be equivalent to single-family in the City, and the Zoning Ordinance would require a Type D Buffer which is a 15' wide densely planted strip of evergreens. A Type D buffer is the second most stringent buffer required in the Zoning Ordinance where Commercial Highway (CH) District or Commercial Fringe (CF) District abuts single-family residential zoning. There is nothing in the Zoning Ordinance that mandates a fence. It was suggested that Mr. Hornsby might discuss with the Waldrons to put a covenant on the property that would require a fence. When the property develops, the City's ordinance would require a Type D Buffer under the proposed zoning. The Planning Commission will have the option to place other appropriate conditions on approval of the site plan. Mr. Matt Taylor indicated there is not a definite time frame on the commercial portion of the request. It is their opinion that it will be largely driven by the construction of Cherry Lane and much more likely with the construction of the future interchange anticipated to the southwest. The applicants want to get the appropriate zoning for the area in place. It is unlikely that anything will develop until Cherry Lane extension and the interchange are in place. The residential aspect of the development will happen more quickly, but the commercial areas will remain undeveloped for many years. Mayor McFarland suggested that the applicant work with Ms. Justice at the time of site plan approval to make sure the appropriate buffering would be acceptable to her.

An ordinance, entitled "ORDINANCE 18-OZ-38 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 84.34 acres (excluding ROW) along Florence Road to Commercial Fringe (CF) District, Single-Family Attached Type 2 (RS-A2) District, Commercial Highway (CH) District, Single-Family Residential Six (RS-6) District, and Planned Residential Development (PRD) District (Windwoods PRD) which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and to rezone approximately 114 acres along Florence Road from Planned Unit Development (PUD) District to Single-Family Attached Type 2 (RS-A2) District, Single-Family Residential Six (RS-6) District, and Commercial (CF) District; from Single-Family Residential Ten (RS-10) District to Commercial Fringe (CF) District and Single-Family Attached Type 2 (RS-A2) District; and from Single-Family Residential Twelve (RS-12) District to Commercial Fringe (CF) District; Roy L. Waldron Family Ltd. Partnership, applicant [2018-417]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance

Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-39 adopted by the City Council on June 14, 2018, to consider 1) Annexation Plan of Services and annexation petition for approximately 146.6 acres and 2) zoning for approximately 134 acres along Florence Road to be zoned from Planned Residential Development (PRD) District, simultaneous with annexation and zone approximately 0.1 acre to Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Sourceland, LLC, applicant [2018-501 & 2018-404]. Notice of said public hearing was published in the July 3, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, said this annexation was considered under a different study area at the May 3, 2018 public hearing at which time Council deferred action on annexation because of concerns with the substantial amount of right-of-way of Veals Road that was included in the study area and the maintenance that would come with annexing that segment. The study area has since been revised, and the subject property is connected to the City Limits by means of annexing a 9,200-linear foot segment of Bradyville Pike which is a State right-of-way. The advantage of annexing the right-of-way of Bradyville Pike versus the right-of-way of Veals Road is that the State reimburses the City for maintenance of State highways. The Plan of Services has changed only in that the rights-of-way has been revised that is proposed to be annexed. The subject property itself is the 134-acre tract on the north side of Bradyville Pike and the south side of Veals Road. A step system is proposed for the development as sewer is not presently available to the property. All other services will be easy to implement. It was noted that, because of an existing house on the property, the Fire Marshal initially required that an additional fire hydrant be installed before the effective date of annexation; however, Mr. Taylor has indicated that conversations with the Fire Marshal's Office no longer require the additional fire hydrant. Mr. Blomeley recommended that approval of the Plan of Services be conditioned on a revision to the language stating that a fire hydrant be installed if required by the Fire & Rescue Department. He would confirm this prior to second reading if this request is approved on first reading.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Service and Annexation of 146.6 acres along Bradyville Pike come forward to the lectern. There was no one present who

wished to speak for or against the proposed request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 18-R-PS-39 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, subject to staff comments, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-PS-39 here to adopt a Plan of Services for approximately 146.6 acres along Bradyville Pike [2018-501]; Kenneth S. Carter, applicant.)

The following RESOLUTION 18-R-A-39 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-A-39 here to annex approximately 146.6 acres along Bradyville Pike, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2018-501]; Kenneth S. Carter, applicant.)

Mr. Blomeley presented a companion zoning request to the annexation just approved. It consists of 134 acres which is requested to be zoned Planned Residential Development (PRD) District, simultaneous with the annexation. There is also a 10' strip that is proposed to be zoned Single-Family Residential Ten (RS-10) District, simultaneous with annexation. The proposed development, called Carter's Retreat, has a proposed density of 1.57 dwelling units per acre. It is a proposed single-family residential development, and the 2035 Comprehensive Plan recommends that the property develop as Suburban Residential which is a density of 2 to 3.54 dwelling units per acre with recommended City zoning classifications of Single-Family Residential Ten (RS-10) District, Single-Family Residential Twelve (RS-12) District and Single-Family Residential Fifteen (RS-15) District. Even though the lot sizes are smaller at a minimum of 6,500 square feet than the RS-10, RS-12, and RS-15 zoning district, the 2035 Plan also allows in the Suburban Residential Classification smaller lots clustered around open space. Because of the terrain of the property and because of the fact there will be a step system, there is a generous amount of open space in this proposed development and a robust amenity package. Staff feels that the request is

consistent with the Murfreesboro 2035 Plan. Surrounding land uses are all in the unincorporated County and, for the most part, they are all single-family residential in nature. The Planning Commission held a public hearing on March 7, 2018 and voted unanimously to recommend approval of this request. Mr. Rob Molchan, SEC, Inc. gave a presentation on the details of the development. Mr. Taze Lundy and Mr. Laws Bouldin with SourceLand, LLC were also present.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 134 acres along Bradyville Pike as Planned Residential Development (PRD) District (Carter's Retreat PRD), simultaneous with annexation, and approximately 0.1 acre to be zoned Single-Family Residential Ten (RS-10 District, simultaneous with annexation, come forward to the lectern. There was no one present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 18-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 134 acres along Bradyville Pike as Planned Residential Development (PRD) District (Carter's Retreat PRD) and approximately 0.1 acre to be zoned Single-Family Residential Ten (RS-10) District, simultaneous with annexation; SourceLand, LLC, applicant [2018-404]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

The following letter from the Parks & Recreation Director was presented to the Council:

(Insert letter dated July 19, 2018 here with regards to PSA for Restroom/Pavilion Building at Siegel Park Fields 16-22.)

Mr. Shacklett made a motion to approve a Professional Services Agreement with Griggs and Maloney, Inc. in the amount of \$49,850.00 for Phase II Restroom/Pavilion Building at Richard Siegel Soccer Park, Fields 16-22. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Planning Commission was presented to the Council:

(Insert letter dated July 19, 2018 here with regards to scheduling public hearings to consider zoning along North Church St and Olive St (PRD); Annexation Plan of Services & Annexation Petition along Blaze Dr; Zoning along Blaze Dr (RS-A (Type 2), simultaneous with annexation; and Amendment to Sunset Ridge PRD along Warmingfield Drive.)

Mayor McFarland stated he would abstain from the vote due to personal interests in one of the recommendations.

The following RESOLUTION 18-R-PH-44 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

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

Abstain: Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-44 here to schedule a public hearing for August 23, 2018 to consider a proposed amendment to rezone approximately 0.17 acres along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street) [2018-418]; Shane McFarland Construction, LLC, applicant.)

The following RESOLUTION 18-R-PH-45 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

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

Abstain: Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-45 here to schedule a public hearing for August 23, 2018 to consider 1) adoption of a Plan of Services for and annexation of 2.29 acres and 2) Zoning of approximately 2.29 acres along Blaze Drive to Single-Family Attached, Type 2 (RS-A2) District [2018-506 & 2018-422]; Hope & Bo O'Brien and Catalyst Design Group, applicants.)

The following RESOLUTION 18-R-PH-46 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

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

Abstain: Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-46 here to schedule a public hearing for August 23, 2018 to consider a proposed amendment to approximately 5.02 acres in the Planned Residential Development (PRD) District (Sunset Ridge PRD) located along Warmingfield Drive [2018-419]; O'Brien Loyd, LLC, applicant.)

The following letter from the Information Technology Director was presented to the Council:

(Insert letter dated July 19, 2018 here with regards to Fiber Design Services.)

Mr. LaLance made a motion to approve a Contract for Fiber Design Construction and Splicing Planning Services from FCS in the amount of \$190,663.20, funded from FY 2018 Bond Premiums. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director presented a new Certificate of Compliance for Wine in Retail Food Stores for Thomas Poplawski at Mapco, 2010 NW Broad Street. This is a new location, and the applicant has met the City's requirements.

Mr. LaLance made a motion to approve a Certificate of Compliance for Thomas Poplawski at Mapco, NW Broad Street. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director presented Beer Applications for Metro Diner, 711 A-1 North Thompson Lane (new location) and Broad St. Mixed Cuisine (ownership/name change), 219 NW Broad Street. Both applications are pending completion of all required building and codes inspections. A Special Event Beer Application was presented for Main Street Murfreesboro/Rutherford, 225 West College Street, for a fundraiser event to be held at 746 East Main Street on July 28, 2018. This application has met all requirements.

Mr. Wade made a motion to approve Beer Permits for Metro Diner and Broad St. Mixed Cuisine upon successful completion of all building and codes requirements and approve a Special Event Beer Permit for Main Street Murfreesboro/Rutherford. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mayor McFarland indicated he did not have any board or commission appointments.

The City Recorder/Finance Director did not have any statements to be approved for payment.

There being no other business, Mayor McFarland adjourned this meeting at 9:08 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

July 26, 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, July 26, 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:

Craig Tindall, City Manager  
James Crumley, Assistant City Manager  
Jennifer Moody, Assistant City Manager  
Adam Tucker, Interim City Attorney  
David Ives, Deputy City Attorney  
Melissa Wright, City Recorder/Finance Director  
Matthew Blomeley, Acting Planning Director  
Darren Gore, Water Resources Director  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Vice-Mayor Madelyn Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Planning: Mandatory Referral for Drainage Easement Abandonment west of Folcroft Drive [2018-714].
2. Planning: Mandatory Referral for Drainage Easement Abandonment south of Robert Rose Drive [2018-710].
3. Planning: Mandatory Referral for Abandonment of Sanitary Sewer and Water Line Easement south of East Main Street [2018-713].
4. Planning: Mandatory Referral for Drainage Easement Abandonment south of Manson Pike [2018-712].
5. Police: Contract Amendment (3<sup>rd</sup>) with Gemini Communications for Communications Systems and Electronic Equipment Installation, Monitoring, Maintenance & Repair Services.
6. Police: Acceptance of FY17 Edward Byrne Memorial Justice Assistance Grant (JAG).

(Insert letters from the Planning and Police Departments here.)

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

An ordinance, entitled "ORDINANCE 18-OZ-35 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 19.6 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway as indicated on the attached map; Parks-Harney Investments, applicant [2018-414]," which

passed first reading on July 19, 2018 was read to the Council and offered for passage on second and final reading.

Mr. Matthew Blomeley, Acting Planning Director, noted that the motion to approve said ordinance on first reading at the July 19, 2018 Council meeting was subject to removal of liquor store and soap manufacturing from the permitted uses in the Pattern Book. The Pattern Book is in the process of being revised, and the request for approval on second and final reading would be subject to the same conditions.

Mr. Wade made a motion to approve said ordinance on second and final reading, subject to staff comments. Mr. Smotherman seconded the motion. Upon roll call said ordinance was passed on second and final reading by the following voted:

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-35 here.)

An ordinance, entitled "ORDINANCE 18-OZ-36 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 5.1 acres along Manchester Pike and Maples Farm Drive from Commercial Highway (CH) District to Single-Family Attached Type-2 (RS-A Type-2) District; The Maples Family General Partnership, applicant [2018-416]," which passed first reading on July 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. Shacklett. 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-36 here.)

An ordinance, entitled "ORDINANCE 18-OZ-37 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 28.68 acres along Saint Andrews Drive and Veterans Parkway as Commercial Fringe (CF) District, simultaneous with annexation; City of

Murfreesboro, applicant [2018-415]," which passed first reading on July 19, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, 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-37 here.)

An ordinance, entitled "ORDINANCE 18-OZ-38 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 84.34 acres (excluding ROW) along Florence Road to Commercial Fringe (CF) District, Single-Family Attached Type 2 (RS-A2) District, Commercial Highway (CH) District, Single-Family Residential Six (RS-6) District, and Planned Residential Development (PRD) District (Windwoods PRD) which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and to rezone approximately 114 acres along Florence Road from Planned Unit Development (PUD) District to Single-Family Attached Type 2 (RS-A2) District, Single-Family Residential Six (RS-6) District, and Commercial (CF) District; from Single-Family Residential Ten (RS-10) District to Commercial Fringe (CF) District and Single-Family Attached Type 2 (RS-A2) District; and from Single-Family Residential Twelve (RS-12) District to Commercial Fringe (CF) District; Roy L. Waldron Family Ltd. Partnership, applicant [2018-417]," which passed first reading on July 19, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, 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-38 here.)

An ordinance, entitled "ORDINANCE 18-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now

in force and effect to zone approximately 134 acres along Bradyville Pike as Planned Residential Development (PRD) District (Carter's Retreat PRD) and approximately 0.1 acre to be zoned Single-Family Residential Ten (RS-10) District, simultaneous with annexation; SourceLand, LLC, applicant [2018-404]," which passed first reading on July 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  
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-39 here.)

The following letter from the Water Resources Director was presented to Council:

(Insert letter dated July 26, 2018 here with regards to retirement of Compton Road Sanitary Sewer Special Assessment District.)

An ordinance, entitled "ORDINANCE 18-O-43 amending the Murfreesboro City Code, Chapter 33-Water and Sewers, Section 33-200, regarding the Compton Road Sanitary Sewer Special Assessment District," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated July 26, 2018 here with regards to modification to ordinances pertaining to Electric and Water Resources Department.)

An ordinance, entitled "ORDINANCE 18-O-47 amending the Murfreesboro City Code, Chapter 2-Administration, Chapter 11-Electricity, and Chapter 33-Water and Sewers to implement organizational restructuring of City departments," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman

Kirt Wade  
Shane McFarland

Nay: None

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

(Insert letter dated July 26, 2018 here with regards to Resolution establishing regular City Council meeting dates.)

The following RESOLUTION 18-R-23 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 18-R-23 here establishing the time of City Council meetings.)

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

(Insert letter dated July 26, 2018 here with regards to Retail Liquor Certificate of Compliance Renewal for Greenland Liquor and Beer at 1415 Greenland Drive.)

The City Recorder/Finance Director stated that this Certificate of Compliance for Arvindkumar Patel was just issued last year but, because the State put in the 1,500' distance requirement, it is coming back before Council as a renewal. Once the effective date of August 3, 2018 has occurred for the changes made on second reading on July 19, 2018 for ORDINANCE 18-O-42 amending Chapter 4-Alcohol, this application will be in compliance.

Mr. Wade made a motion to approve renewal of a Retail Liquor Certificate of Compliance for Arvindkumar Patel at Greenland Liquor and Beer, 1415 Greenland Drive, effective August 3, 2018. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated July 26, 2018 here with regards to a Beer Permit Application for 219 Broad St. Mixed Cuisine.)

The City Recorder/Finance Director stated that this application was previously presented; however, during the process of the codes inspections, it was discovered that the application name of the business was incorrect omitting "219". This application is being resubmitted for approval under the correct name of "219 Broad St. Mixed Cuisine". The permit will be issued upon successful completion of all building and codes inspections.

Mr. LaLance made a motion to approve a Beer Permit for 219 Broad St. Mixed Cuisine (ownership/name change), 219 NW Broad Street, subject to successful completion of all required building and codes inspections. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland indicated that there were no board or commission appointments to be made.

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

Under other business, Mr. Shacklett announced that the Main Street Organization will host the "Taste of Rutherford" fundraiser (\$50.00) on Saturday, July 28, 2018, at 746 East Main Street from 7-10:00 p.m.

Mayor McFarland announced that early voting ends Saturday, July 28, 2018, and the election is Thursday, August 2, 2018.

Vice-Mayor Scales Harris extended birthday wishes to Council Member Bill Shacklett.

There being no further business, Mayor McFarland adjourned this meeting at 7:19 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

# COUNCIL COMMUNICATION

**Meeting Date: 08/23/18**

---

**Item Title:** Setback Requirements for Residential HVAC Units (2<sup>nd</sup> Reading)

**Department:** Building and Codes

**Presented by:** Robert Holtz

**Requested Council Action:**

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

---

## **Summary**

Amendments to the 2012 International Residential Code Ordinance R13-0-59 require HVAC units to be a minimum of five feet from side property line. This Ordinance will change the five-foot setback to three feet.

**Staff Recommendation:**

Pass and adopt the ordinance amending the 2012 International Residential Code altering the setback required for HVAC units from five to three feet.

**Background Information:**

In May 2008, City Council amended the 2006 International Residential Code to require exterior walls, chimneys, decks and HVAC units to be at least five feet from the property line. This amendment carried forward for the 2012 International Residential Code. The amendment forces many HVAC units to be placed in the back yard of the residential unit where residents spend most of their outdoor time. By allowing these units to be placed within three feet of the property will decrease the number of units being placed in the back yard. This clearance will allow servicing of the unit and maintain clearances for air circulation.

**Council Priorities Served**

*Safe and Livable Neighborhoods and Excellent Services with a Focus on Customer Service*

Allow HVAC units to be place on the side of a residential property increases the livability of the outside area most commonly used by residents.

**Fiscal Impacts:**

No fiscal impacts are projected.

**Attachments: None**

1. Ordinance 18-0-48

**ORDINANCE 18-O-48** amending the Murfreesboro City Code, Chapter 7, Buildings, Section 7-12, International Residential Code-Amended.

**WHEREAS**, reducing the required clearance between a heating-ventilation-and-air conditioning (HVAC) and the side lot line from 5 feet to 3 feet will provide more opportunity for units to be placed on the side of a house instead of in the back, and, thus, provide a more livable and enjoyable area for the home owners; and

**WHEREAS**, the 3-foot clearance will still provide sufficient clearance for servicing and maneuvering around the equipment.

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

**SECTION 1.** Section 7-12 of the Murfreesboro City Code, dealing with the amendments to the International Residential Code, is hereby amended by deleting subsection (O) in its entirety and substituting in lieu thereof the following:

“(O) Section R302.1 on exterior walls is amended by deleting the title and text of this section in its entirety and in lieu thereof substituting the following:

**“Section R302.1 Dwelling unit separation walls of zero-lot-lines structures and townhomes.** Dwelling unit separation walls of zero-lot-lines structures and townhomes shall comply with Table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with Section P2904 shall comply with Table R302.1(2).

**Exception:** Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.

**Section R302.1.1 Exterior Walls.** Exterior walls and their projections, fire places, decks, HVAC equipment and roof overhangs shall not be within 5 feet (1,524 mm) of a side lot line, except that roof overhangs may extend 12 inches (1,254 mm) into the 5-foot setback if the overhangs minimum fire resistance rating is 1 hour on the underside. The exterior walls of single family dwellings, townhomes, duplexes and zero-lot-line structures shall be at least 10 feet (3,048 mm) from other structures, other than accessory structures, located on the same lot.”

**Exception:** HVAC equipment may extend to within, but no less than 36" of a side lot line. The clearance between the house and HVAC unit must comply with the unit's manufacturer's requirements. In the absence of the manufacturer's requirements the clearance shall be no less than 12 inches.”

**SECTION 2.** 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 Wright  
City Recorder

---

Adam F. Tucker  
Interim City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Rezoning approximately 0.17 acres along North Church Street and Olive Street [2018-418]  
[Public Hearing Required] (First Reading)

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP

**Requested Council Action:**

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

---

## Summary

Rezone approximately 0.17 acres located along North Church Street and Olive Street.

## Staff Recommendation

Conduct public hearing, pass and adopt the ordinance establishing the requested zoning.

On July 11, 2018, the Planning Commission unanimously recommended approval of the rezoning by a vote of 4-0.

## Background Information

The Shane McFarland Construction LLC presented to the City a zoning application [2018-418] for approximately 0.17 acres located along North Church Street and Olive Street to be rezoned from RM-12 to PRD (The Flats at Olive Street). During its regular meeting on July 11, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

## Council Priorities Served

### *Engaging Our Community*

Public hearings are the official source of public input from the citizenry for annexation petitions and zoning applications.

## Fiscal Impacts

None.

## Attachments:

1. Ordinance No. 18-OZ-44
2. Map of the area
3. Planning Commission staff comments and minutes
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS  
JULY 11, 2018**

**4.a. Zoning application [2018-418] for approximately 0.17 acres located along North Church Street and Olive Street to be rezoned from RM-12 to PRD (The Flats at Olive Street), Shane McFarland Construction LLC developer.**

The subject property is located at the corner of North Church Street and Olive Street. The subject area is a 0.17 acres parcel. The property and surrounding properties are mostly zoned RM-12 & RM-16 (Multi-family Residential District) and OG-R (General Office District, Residential). Rutherford County Health Department is located at the opposite intersection. The request is to zone the property to PRD [The Flats at Olive Street PRD].

**PRD zoning**

The developer wishes to construct two 2-family, attached dwellings on one lot of record. The current zone does not permit the development as proposed (setbacks, parking exceptions and density). The developer has submitted a specific plan for review. The applicant has requested PRD zoning to allow the development of this lot with 2 separate two-family structures. The PRD requests exceptions to the minimum building setback lines to allow the structures to be up to 4' from the front lot lines and 5' from the side property lines. Also requested are exceptions to the minimum number of required parking spaces, the requirement for perimeter planting yards and an increase in density from 12 dwelling units per acre to 23.5 dwelling units per acre.

**Future Land Use Map**

The *Murfreesboro 2035 Land Use Plan* indicates that Auto-Urban (General) Residential character (AUR) is the most appropriate land uses for the subject property. This designation pertains to current and future residential development and includes detached residential dwellings; attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc.

Urban areas are historically the center of commerce, culture, and entertainment in the community. The features that contribute to an Urban character classification are

similar to what can be found in Downtown and include little or no building setbacks, and a strong pedestrian orientation at the sidewalk level. An urban center should be designed with an intensity of use to draw people into close contact, where congestion and personal encounters are both expected and essential for a vibrant community center.

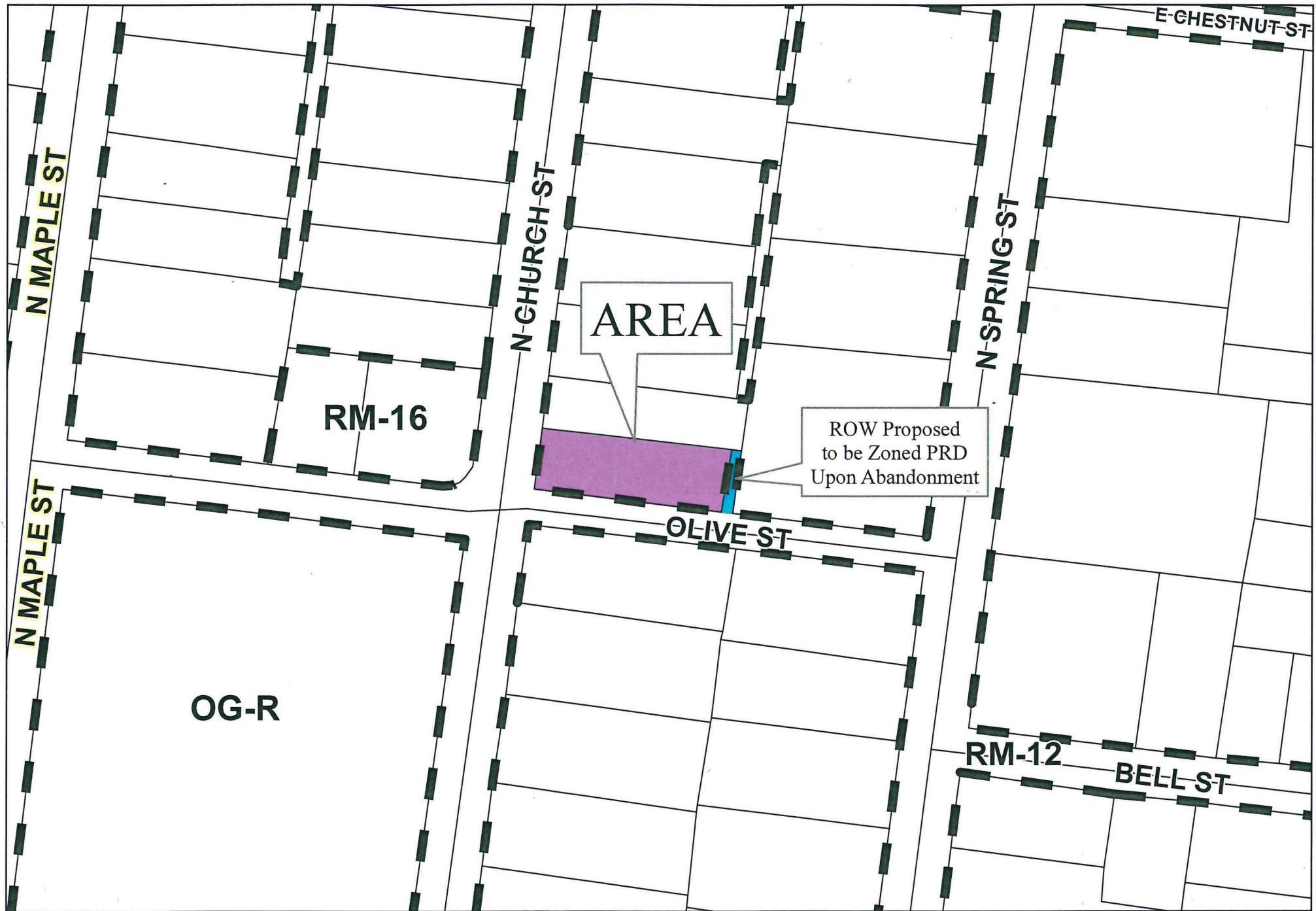
Urban spaces are “architectural,” meaning that they are enclosed by buildings. In other words, the distance across a space (e.g., proportional distance - the width of a downtown street in relation to height of the block face), is essential for creating an “urban” environment. This environment exists in Murfreesboro’s Downtown as a result of the building face abutting a moderately wide pedestrian pathway (sidewalk), a roadway narrowed by parking on both sides, and a narrow or nonexistent grass strip between the sidewalk and street.

The applicant should discuss the consistency with the Planning Commission and explain how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

### Murfreesboro 2035 – Future Land Use Map

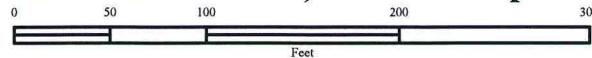


The applicant's representatives will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing, discuss the matter, and formulate a recommendation to the City Council.



### Zoning Request Along North Church Street and Olive Street

**RM-12 to PRD (The Flats at Olive Street PRD) and PRD Upon Right-of-Way Abandonment**



Path: Z:\planning\rezon\NChurch\_OliveSt.mxd

GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 371  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





# THE FLATS AT OLIVE STREET

A REQUEST TO REZONE TO A PLANNED RESIDENTIAL DISTRICT (PRD)  
Murfreesboro, Tennessee

Initial Submittal  
May 31, 2018

**SEC, Inc.**

SEC Project #17288

Resubmitted  
June 15, 2018 for the June 20, 2018  
Planning Commission Workshop

Resubmitted  
July 2, 2018 for the July 11, 2018  
Planning Commission Public Hearing

Resubmitted  
August 13, 2018 for the August 23, 2016  
City Council Public Hearing

# 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*

Company Name: Shane McFarland Construction, LLC  
Profession: Developer  
Attn: Shane McFarland  
Phone: 615-962-9523  
Email: [shane@shanemcfarlandconstruction.com](mailto:shane@shanemcfarlandconstruction.com)  
Web: [www.shanemcfarlandconstruction.com](http://www.shanemcfarlandconstruction.com)

*323 N Walnut St., Unit 102  
Murfreesboro, Tennessee 37130*

SYNOPSIS.....	04
2040 MAJOR TRANSPORTATION PLAN & 2035 FUTURE LAND USE PLAN.....	05
SUBDIVISION MAP.....	06
ZONING MAP.....	07
UTILITIES MAP.....	08
HYDROLOGY AND TOPOGRAPHIC MAP.....	09
ON-SITE PHOTOS.....	10
OFF-SITE PHOTOS.....	11
CONCEPT PLAN.....	13
ARCHITECTURAL CHARACTERISTICS.....	14-15
DEVELOPMENT STANDARDS.....	15
LANDSCAPE STANDARDS.....	16-17
ZONING ORDINANCE SECTION 13 (D) (2) (a).....	18-19

© Copyright 2018, Site Engineering Consultants, Inc. (SEC, Inc.)

This document shall not be reproduced, modified, published, or used in any way or form of media/print without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

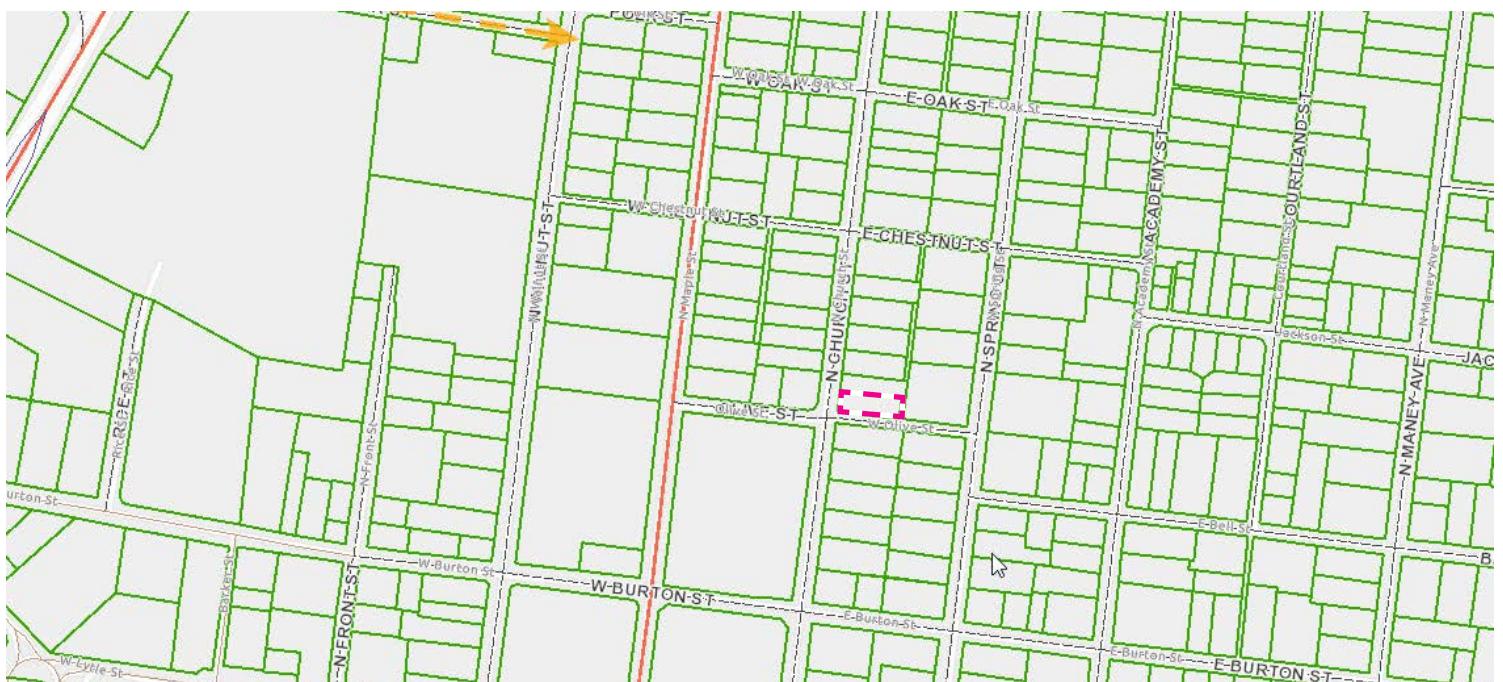
Not To Scale 

 North Maple Street	 North Walnut Street
 North Church Street	 Olive Street



Shane McFarland Construction respectfully requests rezoning of their property located at 502 North Church Street from Residential Multi-Family (RM-12) to Planned Residential District (PRD) to create The Flats at Olive Street. The property is located at the northeast corner of the intersection of Olive Street and North Church Street. The site is identified as Parcel 22.00 of Tax Map 91K Group F, and is approximately 0.17 acres.

The request for rezoning to PRD is to create The Flats at Olive Street. The development will consist of 4 townhomes on a shared lot, for a density of 23.53 dwelling units per acre. All units will be for purchase through a horizontal property regime. The proposed units will range in size from 1,700 sf. to 2,400+ sf of living space. All units will have a minimum of 2 bedrooms, and a minimum two car garage. The exteriors of the home will be constructed of masonry materials to add quality and character to the surrounding neighborhood. Both buildings will have landscaping along both front foundations to add to the overall curb appeal of the development.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

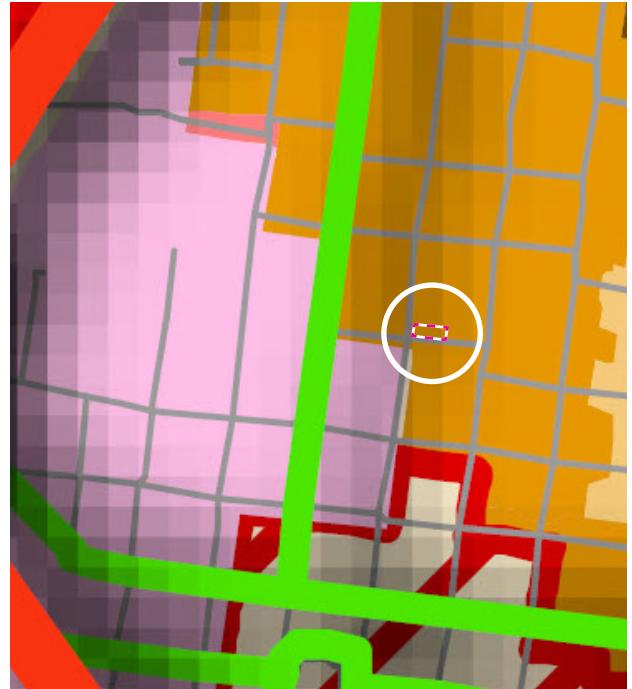


Site Boundary

The property has/will have access to the existing public right-of-way of Olive Street through shared driveways. The development will not have access to North Church Street. Currently, North Church Street and Olive Street are not slated for any recommended roadway improvements.

#### Murfreesboro 2035 Land Use Plan

The 2035 Land Use Plan suggests this lot have Auto- Urban (General) Residential Character (AUR) land use. This land use suggests 3.54 - 8.64 dwelling units per acre. It also suggests that dwelling units are closer together and that the automobile significantly influences the design and character of the dwelling. This land use also incorporates a variety of zoning types including: Single-Family Residential (RS), Zero Lot Line (RZ), Duplex Residential District (R-D), and Planned Residential Development (PRD). The project will have a density of 23.53 dwelling units per acre, which is higher than the density range for the existing land use for this property. However the density is common for this newer type of development. This development will have two attached single family townhomes with two units each that are placed close together on a single lot. Overall the proposed PRD aligns with the recommendations of the future land use for this area.

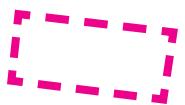




SUBDIVISION MAP

Not To Scale

- Christine Huddleston SEC II
- Westbrook Towers
- Park Place
- Legal Aid Society of Middle Tennessee
- Lots not associated with a subdivision



Site Boundary

The Flats at Olive Street are surrounded by a mixture of residential subdivisions. The Flats at Olive Street are currently not associated with a subdivision. To the west is Christine Huddleston, a small group of single-family detached homes. Within the surrounding non-associated subdivision area homes range from one to two story, exterior elevations include but are not limited to vinyl, brick, and stucco. Some homes have a garage, however whether it is attached to the home or not varies throughout the subdivision.



## ZONING MAP

Not To Scale

RM-12 Residential Multi-Family (RM-12)

OG-R General Office District- Residential (OG-R)

RM-16 Residential Multi-Family (RM-16)

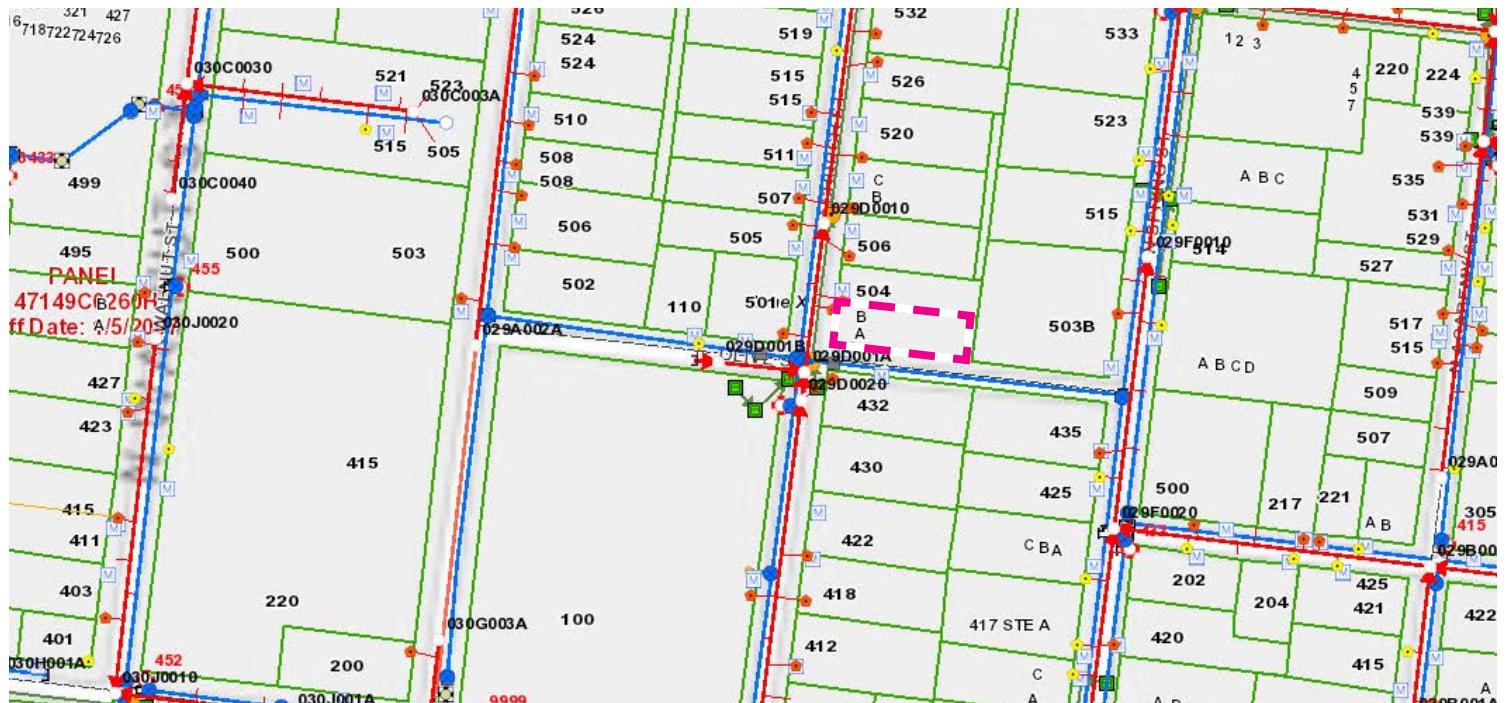
CH Commercial Highway (CH)

**R-D** Duplex Residential District (R-D)



### Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The current zoning of the site is Residential Multi-Family (RM-12). Directly west across North Church Street is a property zoned Residential Multi-Family (RM-16). The property on the southwest of the site is zoned General Office District - Residential (OG-R). The remaining properties surrounding the project are zoned Residential Multi-Family (RM-12).



## UTILITY MAP

Not To Scale 



WATER



SEWER



STORMWATER



ELECTRIC



Site Boundary

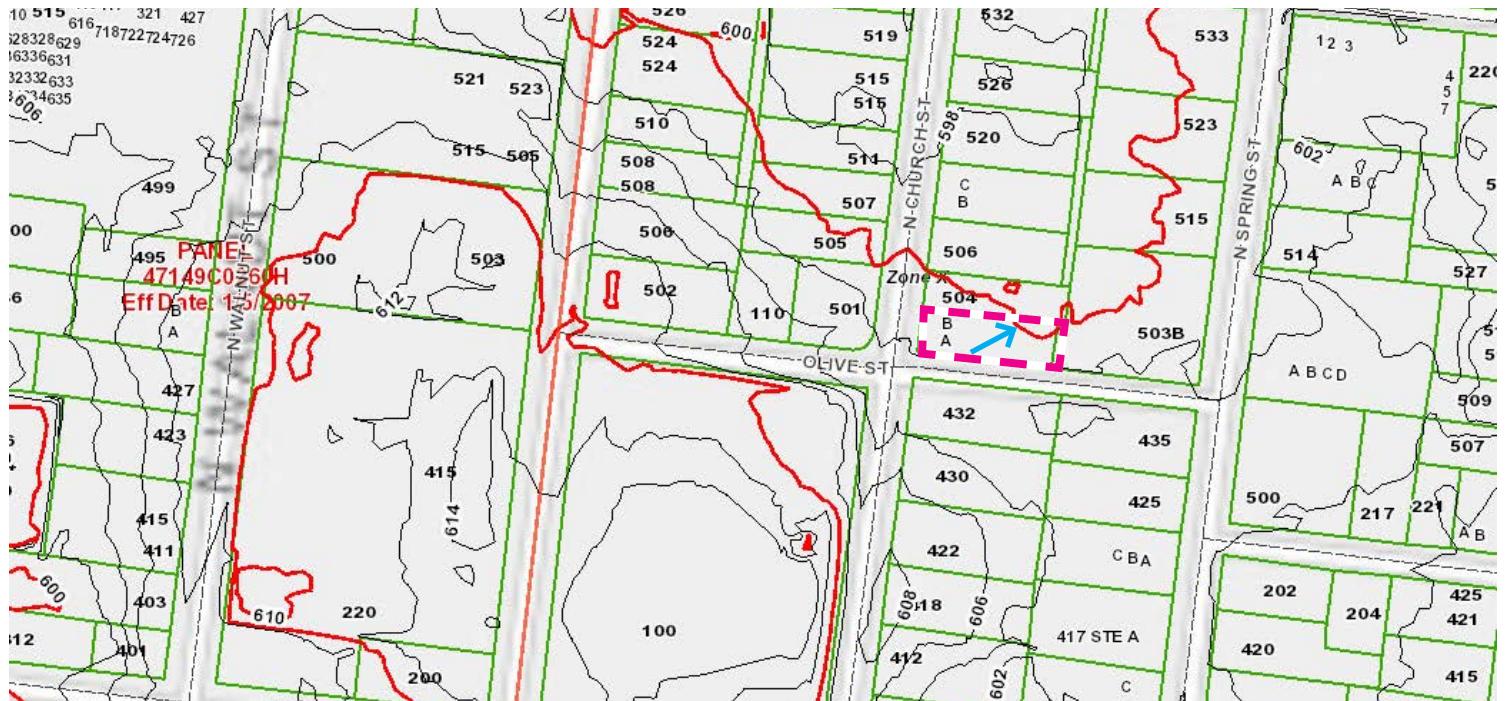


Water service will be provided by Murfreesboro Water Resources Department. There is an existing 8 inch ductile iron water line along North Church Street and a 4" along Olive Street. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service will be connecting to an existing 8" vitrified clay sewer line within the R.O.W. of North Church Street. The developer will be responsible for extending the sewer service into this property.



Electric service will be provided by the Murfreesboro Electric Department. Service will be extended from the existing electric poles on the north side of Olive Street. The developer will be responsible for extending the electric lines into the site. All on-site services will be underground.



## HYDROLOGY AND TOPOGRAPHY

Not To Scale 

 WATER FLOW DIRECTION

— INTERMEDIATE CONTOURS

— INDEX CONTOURS



Site Boundary

The topographic map above shows the site's topographic high point generally at the southwest corner of the property. From this high point, the property drains northeast towards the center of the block between North Church street and North Spring Street. North Maple Street. Stormwater that drains to the west flows towards Maple Street, where it is collected in the underground 15" Reinforced Concrete Pipe along the western curb line of North Maple Street.

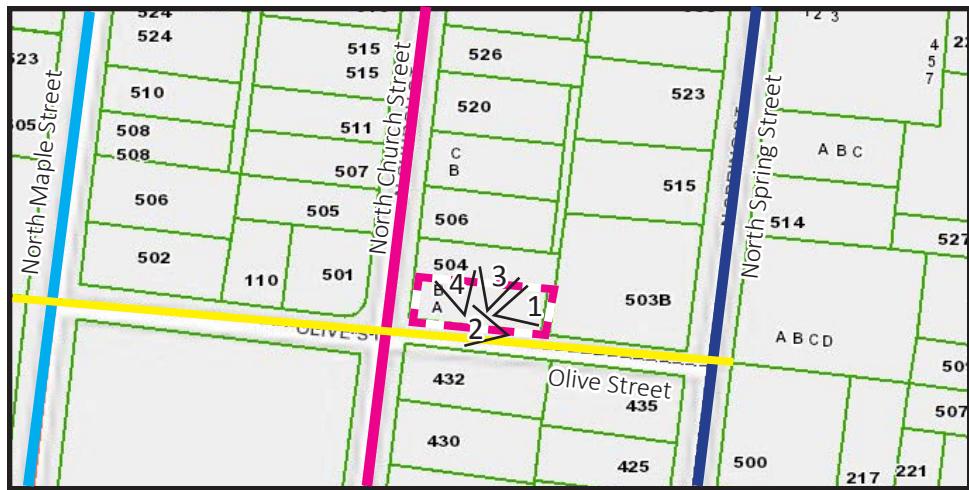


PHOTO DIRECTION MAP

Not To Scale

- █ North Maple Street
- █ North Church Street
- █ Olive Street
- █ North Spring Street

Site



502 North Church Street



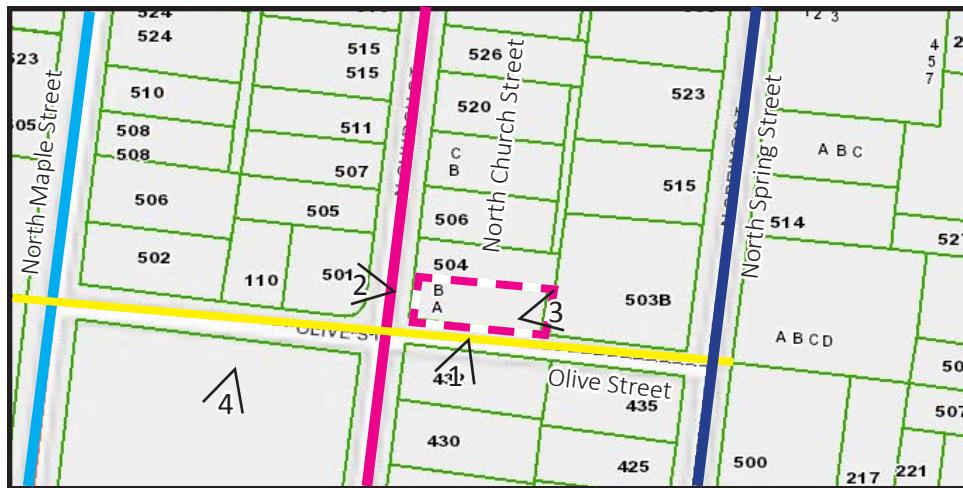
502 North Church (Looking West on Olive Street)



View of the rear yard



View looking Northwest across lot

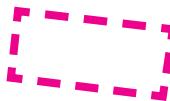


---

## PHOTO DIRECTION MAP

Not To Scale

## Site



432 North Church Street



501 North Church Street



503 Spring Court



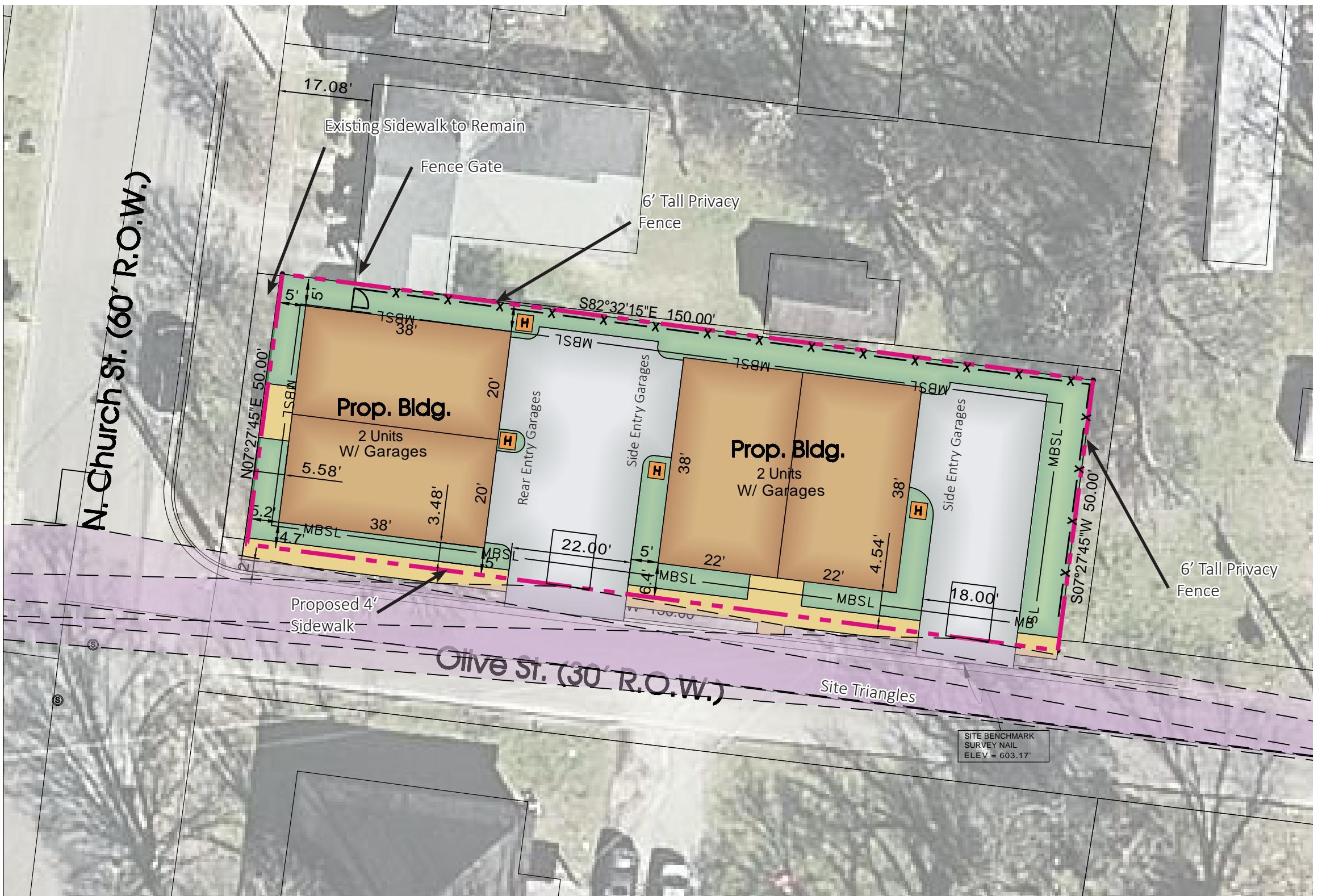
## Rutherford County Health Department



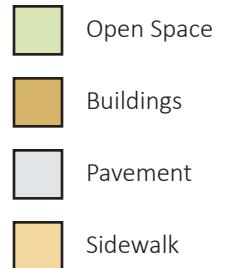
PHOTO DIRECTION MAP

Not To Scale





Total Land Area:	±00.17 Acres
Total Number of Units:	4
Density: 4 Units/0.17 Acres =	±23.53 Homes/Acre
Total Open Space:	±00.05 Acres (29%)
Maximum Lot Coverage=	±3,500 (46.66%)



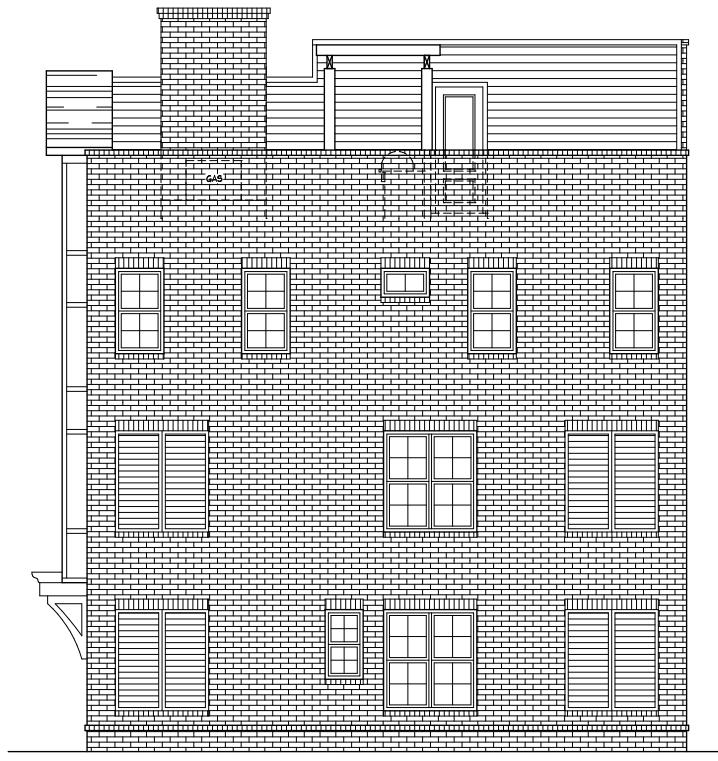
# SEC, Inc.

SEC Project #17288

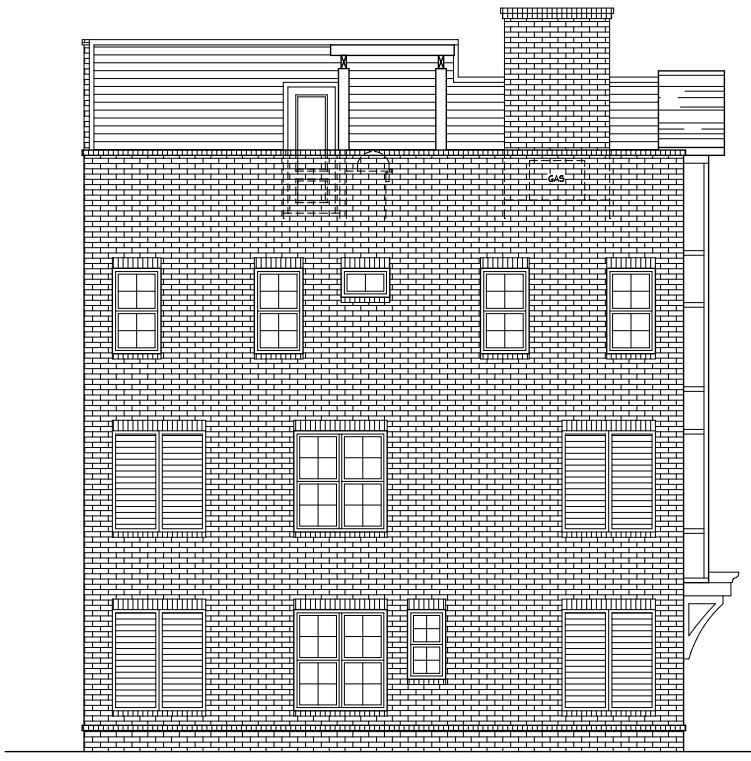
Murfreesboro, Tennessee



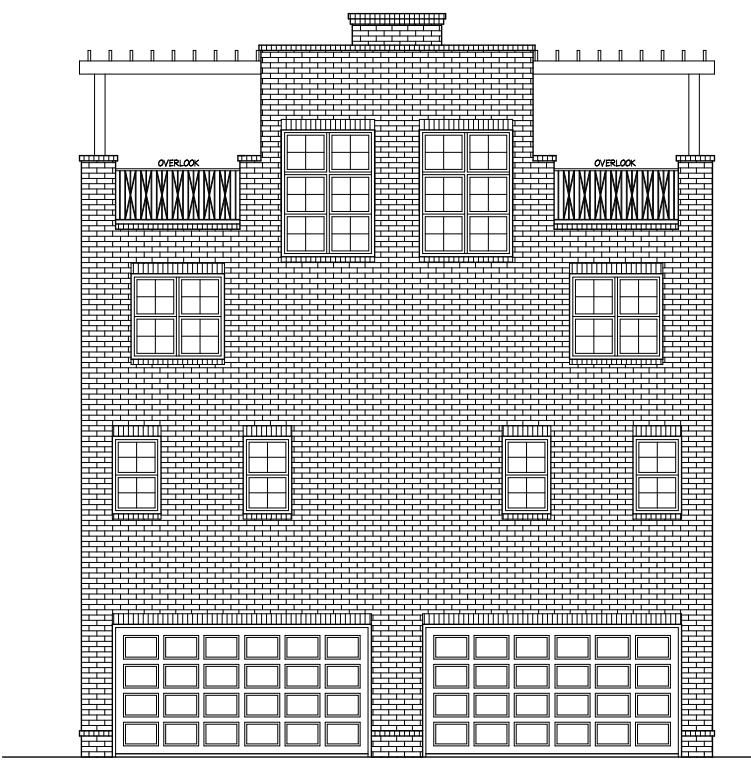
FRONT ELEVATION



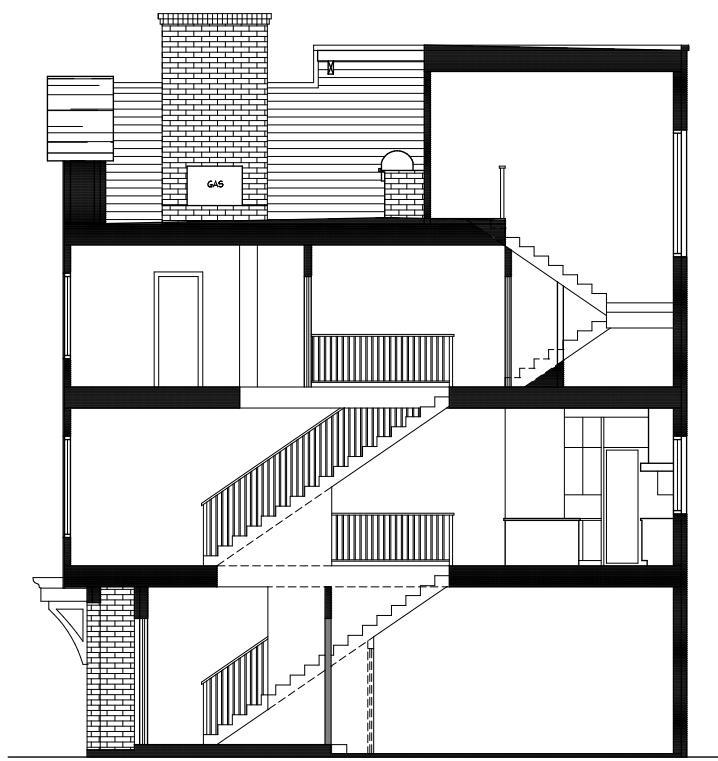
RIGHT SIDE ELEVATION



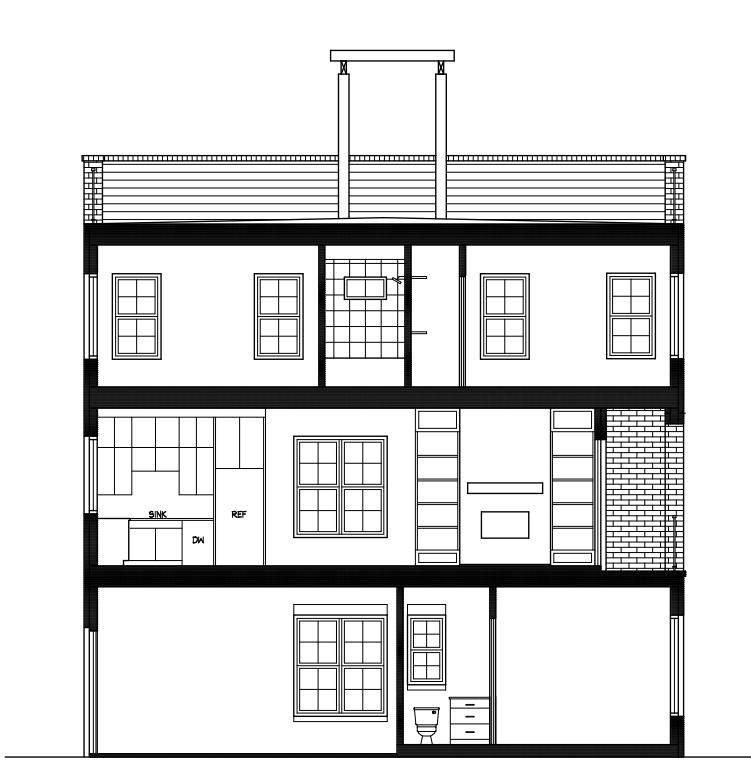
LEFT SIDE ELEVATION



REAR ELEVATION



SECTION 1



SECTION 2

Floor Plan Example "A"

Floor Plan Example "B"

\*The elevations and floor plans of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

## **Development Standards:**

- 4 Single-Family attached townhomes with 2 or more bedrooms.
- The townhomes will be a minimum of 1,700 square feet of living area.
- All dwelling units will be for purchase through a horizontal property regime. Although for sale initially, these units could eventually transition to rental units, similar to any single-family for sale dwelling unit.
- All dwelling units will have a 2-car attached garage located on the first story of the townhome buildings.
- Dwelling units will utilize a commonly shared driveways located between the homes. This will provide for parking and access to the garages.
- Parking shall not be permitted in the shared driveways via the restrictive covenants.
- Shared driveway will be maintained by the HOA, and will be enforced through the restrictive covenants for the property.
- All buildings shall be setback a minimum of 4-feet from the public R.O.W.
- An existing public sidewalk is to remain along the front of the property to maintain the pedestrian character of the area. If damaged, it will be repaired/replaced if necessary.
- Builders shall install landscaping as outlined on Pages 16 and 17.
- Solid waste service will be provided by the City of Murfreesboro.
- Mail service will be coordinated with the Post Master, but attached mailboxes are desired.
- HVAC units will be located at the rear or side of each residence, and be screened by landscaping or fencing.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Accessory Structures are prohibited

## **Architectural Characteristics:**

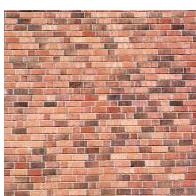
- Building heights shall not exceed 35 feet in height.
- Homes will be 2 or 3 stories.
- Garage doors will have colors that complement the architecture of the buildings.
- Architectural articulation on the side and rear elevations will be completed by the use of windows, shudders, and brick work on these sides
- Shudders will be decorative to add to the architectural character of the buildings

## **Setbacks:**

- Front  
Olive Street 4-feet  
Church Street 5-feet
- Side: 5-feet

## **Building Elevation Materials:**

Front Elevations: All Masonry (Brick, Stone, Fiber Cement Board Siding)  
Side Elevations: Primarily Brick (Fiber Cement Board and Stone Optional)  
Rear Elevations: Primarily Brick (Fiber Cement Board and Stone Optional)  
All Elevations: Vinyl in Trim & Soffit Areas



### **Example of Brick**

(different colors and patterns will be allowed)



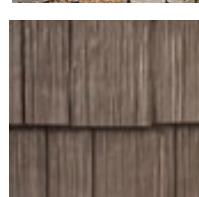
### **Example of Stone Veneer**

(different colors, cuts, patterns will be allowed)



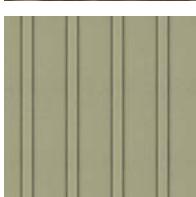
### **Example of Fiber Cement Board Siding**

(different colors and patterns will be allowed)



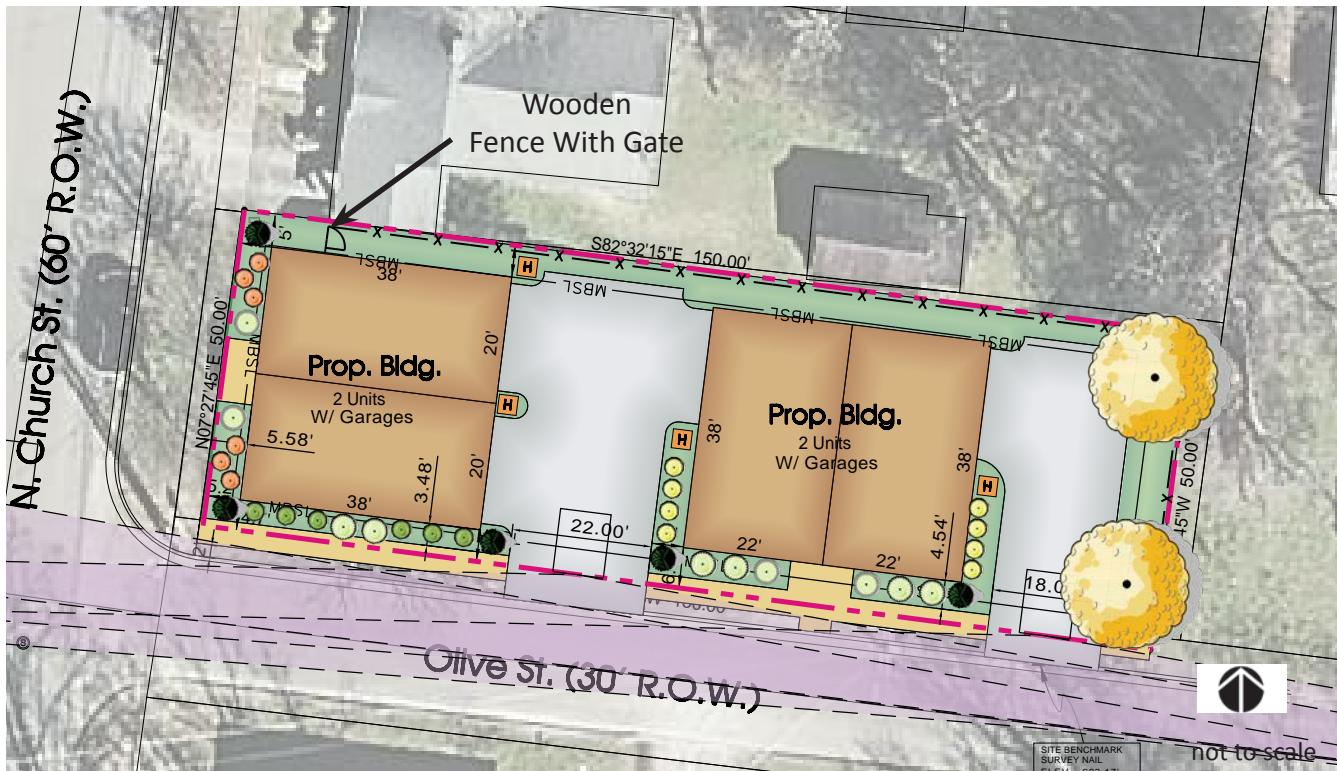
### **Example of Fiber Cement Shakes**

(different colors, patterns will be allowed)



### **Example of Fiber Cement Board and Batten Siding**

(different colors, patterns will be allowed)



(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 'Schip-kaensis'* / Schipka Laurel



Example of PVC or wooden privacy fence.

## LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

## LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

## LANDSCAPE MATERIAL SAMPLES: EVERGREEN 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 blending the proposed townhomes into the existing neighborhood. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

### **Landscaping Characteristics:**

- The fronts of the townhomes that are adjacent to the public streets, shall have landscape plantings along the foundation.
- The frontage landscapes shall include a mixture of evergreen shrubs, deciduous shrubs, perennial flowers, and ornamental grasses.
- The site shall be exempt from the perimeter planting requirements due to the compact nature of the development and shaded areas due to between the property line and townhome buildings and driveways.
- The remaining portions of the site that are not covered by the townhomes, driveways, walkways or planting beds shall be covered with sod.
- This property will have the option of a 6-foot high PVC or Wood Panel Privacy Fence to help minimize headlight exposure into neighboring properties.
- The builder is responsible for the installation of all required landscape materials on the site.
- All above ground utilities shall be screened with landscaping or fencing.
- HVAC equipment will be located along the rear or side of townhomes and screened with landscaping or fencing.

**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, flood ways, 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. No portion of the property is subject to floodplains or floodways.

**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:** Page 15 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:** Page 15 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.

<b>TOTAL SITE AREA</b>	7,500 s.f.
<b>TOTAL MAXIMUM FLOOR AREA</b>	9,576 s.f.
<b>TOTAL LOT AREA</b>	N/A s.f.
<b>TOTAL BUILDING COVERAGE</b>	3,500 s.f.
<b>TOTAL DRIVE/ PARKING AREA</b>	2,372 s.f.
<b>TOTAL RIGHT-OF-WAY</b>	NA
<b>TOTAL LIVABLE SPACE</b>	5,128 s.f.
<b>TOTAL OPEN SPACE</b>	3.718 s.f.
<b>FLOOR AREA RATIO (F.A.R.)</b>	1.27
<b>LIVABILITY SPACE RATIO (L.S.R.)</b>	.21
<b>OPEN SPACE RATIO (O.S.R.)</b>	.53

**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 RM-12 (Residential Multi-Family). The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments that are envisioned to complete the development in this area.

**8.)** If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

*(aa) the approximate date when construction of the project can be expected to begin;*

**Response:** The project is anticipated to be developed in 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. An exception to the four (4) required off-street parking spaces for each dwelling unit. The proposed development is proposing two (2) off-street parking spaces. The proposed parking spaces shall be located in the garages for each dwelling unit, and the garages will be restricted to vehicular use only via Restrictive Covenants. The site shall be exempt from the perimeter planting requirements due to the compact nature of the development and shaded areas due to between the property line and townhome buildings and driveways.

SETBACKS	RM-12	PRD	DIFFERENCE
Front Setback (Olive St.)	30.0'	4.0'	-26.0'
Front Setback (N. Church St.)	30.0'	5.0'	-25.0'
Side Setback	5'	5.0'	0.0'
Rear Setback	25.0'	N/A	N/A
Minimum Lot Size	7,500 s.f.	N/A	0.0 s.f.
Minimum Lot Width	50'	N/A	0.0'

**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 within the Airport Overlay District (AOD). This property is not in the Gateway Design Overlay District, 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 47149C0260H 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:** Page 5 discusses the Major Thoroughfare Plan. No improvements are recommended or slatted for this area.

**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 Shane McFarland Construction, Inc. contact information for both is provided on cover.

**14.)** Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

**Response:** Page 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:** No proposed sign for this development.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 11, 2018**

**City Hall**

**7:00 P.M.**

## **Members Present**

Bob Lamb, Chairman  
Eddie Smotherman  
Kathy Jones  
Ken Halliburton

## **Staff Present**

Matthew Blomeley, Assist. Planning Director  
Margaret Ann Green, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Gary Whitaker, Assistant City Manager  
Sam Huddleston, Executive Dir. Dev. Serv.  
Ram Balachandran, Assistant Transp. Dir.

## **Election of Planning Commission Chair and Vice-Chair for the 2018-19 fiscal year.**

Mr. Matthew Blomeley began by making known the first regular meeting in July of each fiscal year the Rules of Procedure for the Murfreesboro Planning Commission specifies the Chair and Vice Chair of the Planning Commission shall be elected for a one-year term by the Commission, from among its members. Accordingly, it is the responsibility of the Planning Commission members to nominate and elect a Chair and a Vice-Chair. In addition, there should be separate motions for the election of Chair and Vice-Chair.

**Mr. Eddie Smotherman made a motion for to reelect Mr. Bob Lamb as Chair for the 2018-2019 Planning Commission year, seconded by Ms. Kathy Jones. The motion carried.**

**Mr. Ken Halliburton made a motion to reelect Mr. Kirt Wade as Vice Chair for the 2018-2019, Planning Commission year, seconded by Ms. Kathy Jones. The motion carried.**

**Chairman Bob Lamb called the meeting to order after determining there was a quorum. Chairman Bob Lamb requested for a motion on the minutes if there were not changes or additions for the June 6, 2018, Planning Commission meeting. Mr. Ken Halliburton made a motion to approve the minutes, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

### Public Hearings

**Zoning application [2018-418] for approximately 0.17 acres located along North Church Street and Olive Street to be rezoned from RM-12 to PRD (The Flats at Olive Street), Shane**

**McFarland Construction LLC applicant.** Ms. Margaret Ann Green began by describing the subject property located at the corner of North Church Street and Olive Street. The subject area is a 0.17 acres parcel. The property and surrounding properties are mostly zoned RM-12 & RM-16 (Multi-family Residential District) and OG-R (General Office District, Residential). Rutherford County Health Department is located at the opposite intersection. The request is to zone the property to PRD [The Flats at Olive Street PRD].

### PRD zoning

The developer wishes to construct two 2-family, attached dwellings on one lot of record. The current zone does not permit the development as proposed (setbacks, parking exceptions and density). The developer has submitted a specific plan for review. The applicant has requested PRD zoning to allow the development of this lot with 2 separate two-family structures. The PRD requests exceptions to the minimum building setback lines to allow the structures to be up to 4' from the front lot lines and 5' from the side property lines. Also requested are exceptions to the minimum number of required parking spaces, the requirement for perimeter planting yards and an increase in density from 12 dwelling units per acre to 23.5 dwelling units per acre.

### Future Land Use Map

The *Murfreesboro 2035* Land Use Plan indicates that Auto-Urban (General) Residential character (AUR) is the most appropriate land uses for the subject property. This designation pertains to current and future residential development and includes detached residential dwellings; attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

Urban areas are historically the center of commerce, culture, and entertainment in the community. The features that contribute to an Urban character classification are similar to what can be found in Downtown and include little or no building setbacks, and a strong pedestrian orientation at the sidewalk level. An urban center should be designed with an intensity of use to draw people into close contact, where congestion and personal encounters are both expected and essential for a vibrant community center.

Urban spaces are “architectural,” meaning that they are enclosed by buildings. In other words, the distance across a space (e.g., proportional distance - the width of a downtown street in relation to height of the block face), is essential for creating an “urban” environment. This environment exists in Murfreesboro’s Downtown as a result of the building face abutting a moderately wide pedestrian pathway (sidewalk), a roadway narrowed by parking on both sides, and a narrow or nonexistent grass strip between the sidewalk and street.

Mr. Rob Molchan was in attendance to represent the applicant. Mr. Molchan came forward to begin a power presentation of the proposed plan form the applicant’s program book.

Chairman Bob Lamb opened the public hearing.

**Mr. Steve Baughman 315 North Maney Ave.** – made known he opposes the proposed plan due to the density, the number of units and the number of vehicles. He would like to know if these units would be owner occupied or rental property. He would prefer this property be developed like the existing properties.

Chairman Bob Lamb closed the public hearing.

The Planning Commission discussed the zoning application by making known the following concerns should be addressed:

- Improve the facades on the side of the buildings.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

- Make known the proposed closed shutters in the pattern book located on the side of the building would open and close for a window.
- If the units should ever become rental property how would the increased parking be addressed?
- The fence along the north side of the property should line up with the existing house on North Church Street.
- There should be a gate installed with the fence along the north side of the property to prevent pedestrian traffic.

Mr. Molchan made known the sides of the buildings would be masonry material with windows. To address parking Mr. Molchan explained, North Church Street would be wide enough to accommodate on street parking. Continuing, Mr. Molchan stated he would make certain with the applicant if there would be restrictive covenants put into place to prevent the proposed units from becoming rental properties. The sale of units would average around \$400,000.00.

Mr. Eddie Smotherman commented, staff should review on street parking in this area to see if parking could be directed to one side of the street only. “As density continues to increase we do not want to impede the flow of traffic.”

**Mr. Eddie Smotherman made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Annexation plan of services and annexation petition [2018-506] for approximately 2.29 acres located along Blaze Drive, Hope and Bo O'Brien applicant.** Mr. Matthew Blomeley began by describing the study area, which consists of a single parcel, located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. The property owners have filed a written petition to have this parcel annexed into the City limits. The study

**ORDINANCE 18-OZ-44** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.17 acres along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street); Shane McFarland Construction, LLC, applicant [2018-418].

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

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

**SECTION 2.** That, from and after the effective date hereof, the area depicted on the attached map 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 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:

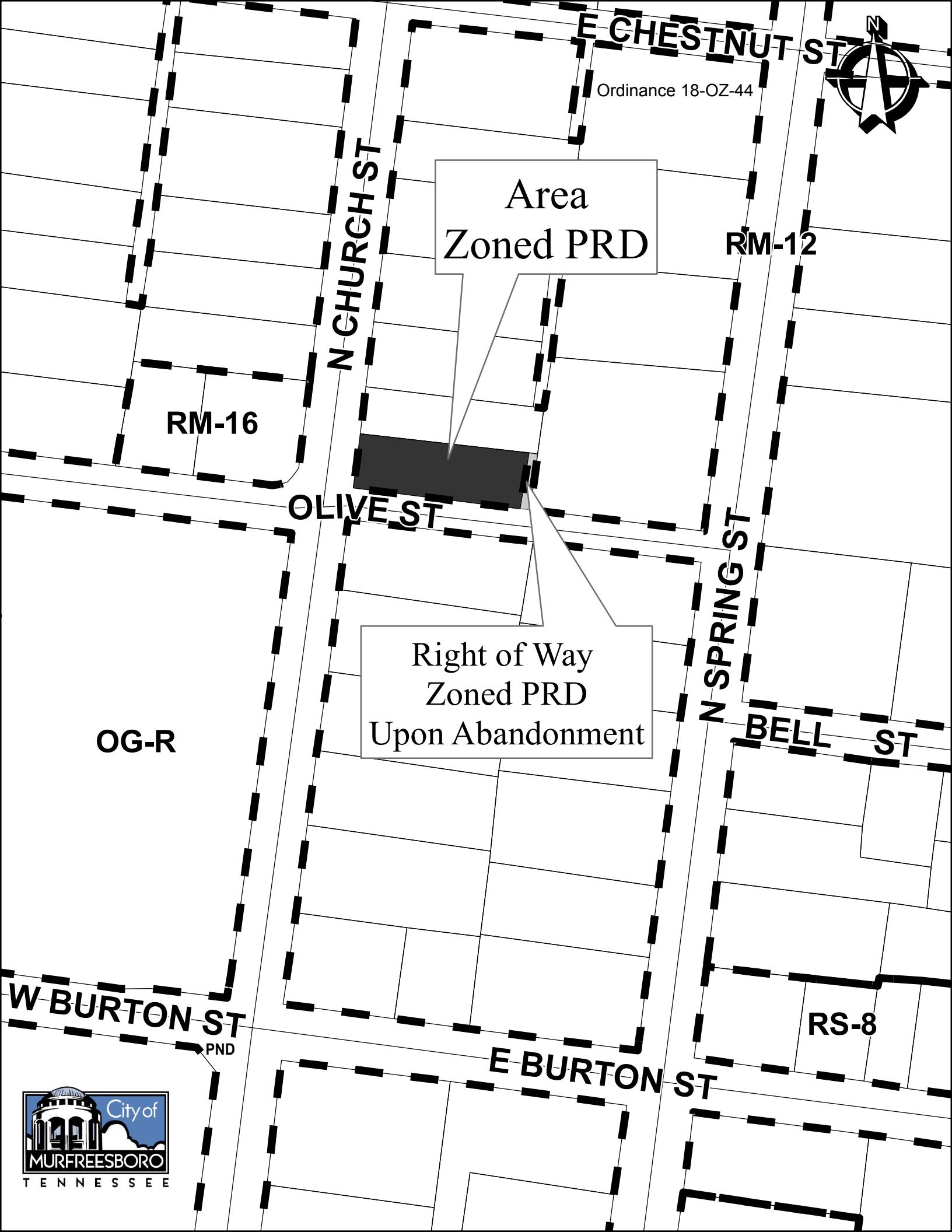
---

Melissa B. Wright  
City Recorder

---

Adam F. Tucker  
Interim City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Plan of Services, Annexation, and Zoning for 2.29 acres along Blaze Drive

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Annexation and zoning of approximately 2.29 acres located along Blaze Drive.

## Staff Recommendation

Conduct a public hearing and approve the Plan of Services and the requested annexation. The Planning Commission unanimously recommended approval of the annexation request by a vote of 4-0.

Conduct a public hearing, pass and adopt the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request by a vote of 3-1.

## Background Information

Hope and Bo O'Brien submitted its annexation petition [2018-506] for approximately 2.29 acres located along Blaze Drive. The City developed its plan of services for this area. Additionally, Catalyst Design Group submits its zoning application [2018-415] for the same property to be zoned Single-Family Residential Attached District – Suburban Townhouse (RS-A, Type 2) simultaneous with annexation.

During its regular meeting on July 11, 2018, the Planning Commission conducted public hearings on these matters. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

## Council Priorities Served

### *Engaging Our Community*

Public hearings are the official source of public input from the citizenry for annexation petitions and zoning applications.

## Fiscal Impacts

None.

**Attachments:**

1. Ordinance 18-OZ-45
2. Resolution 18-R-PS-45
3. Resolution 18-R-A-45
4. Maps of the area
5. Planning Commission staff comments and minutes
6. Plan of services
7. Other miscellaneous exhibits

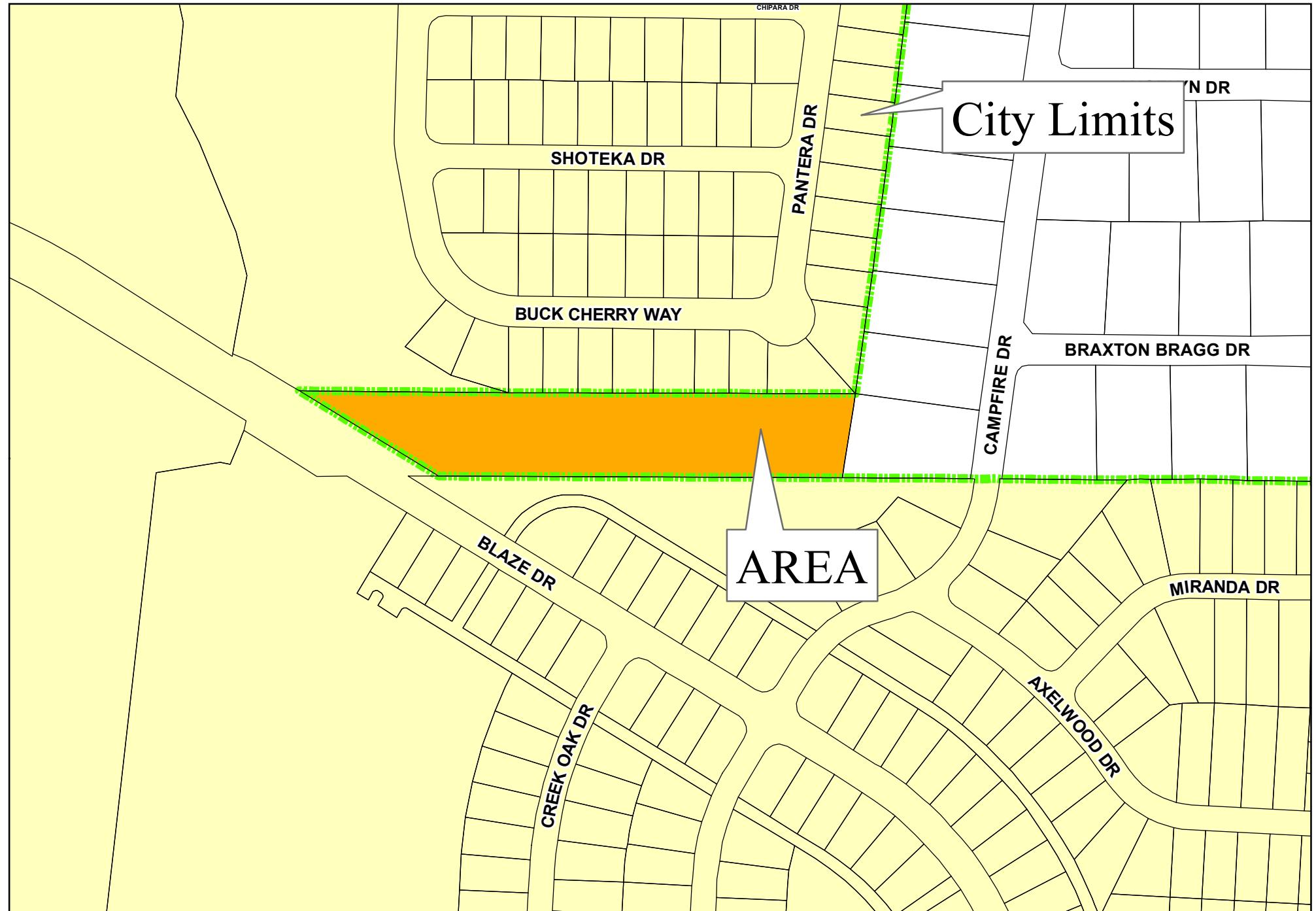
**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 11, 2018**

**4.b. Annexation plan of services and annexation petition [2018-506] for approximately 2.29 acres located along Blaze Drive, Hope and Bo O'Brien applicant.**

The study area, which consists of a single parcel, is located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. The property owners have filed a written petition to have this parcel annexed into the City limits. The study area is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits on all sides except for its east side. No public right-of-way is included in the study area.

Staff has prepared a plan of services, which has been included in the agenda packet. Considering the vicinity of the subject property relative to the existing City limits and City services, the annexation should be relatively easy to effect. However, the Murfreesboro Fire and Rescue Department (MFRD) has indicated that it cannot provide fire protection to the existing accessory structure on the property due to limited accessibility. Per MFRD, the existing accessory structure must be removed or demolished prior to the effective date of annexation.

The Planning Commission will need to conduct a public hearing on this annexation petition and plan of services, after which it will need to discuss this matter and then formulate a recommendation for City Council. A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation. The zoning request will be the next item on the agenda.



## Annexation Request for Property Along Blaze Drive



Path: Z:\planning\annex\BlazeDr.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. Hope O'Brien

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

Signature: Hope C. O'Brien Status: \_\_\_\_\_ Date: 5/29/18

1567 Dillon Rd N. Hwy, TN 37118

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

2. Bo O'Brien

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

Signature: Bo O'Brien Status: \_\_\_\_\_ Date: 5/29/18

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: X Yes**

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

BLAZE DRIVE

BUCK CHERRY WAY

PROPERTY REQUESTING  
ANNEXATION /REZONING  
TAX MAP 92 PARCEL  
42.01

**Catalyst**  
design group

2650 MEMORIAL BLVD, SUITE D MURFREESBORO, TN 37130  
(615) 868-2410 | [WWW.CATALYST-GROUP.COM](http://WWW.CATALYST-GROUP.COM)

O'BRIEN PROPERTY  
ANNEXATION/REZONING  
REQUEST

NO.	DATE	DESCRIPTION

DRAWING TITLE  
ANNEXATION  
EXHIBIT

PROJECT NUMBER  
20180031  
DRAWING NUMBER

## PROPERTY DESCRIPTION

375 Campfire Drive, Murfreesboro, TN 37129

BOUNDED on the North by remaining property of W.C. Smith; the East by Deerfield, Section I, of record in Plat Book 7, Page 130, Lot No. 9; the South by property of Fred D. Ownby; the West by Puckett Branch (remaining property of W.C. Smith).

BEGINNING at a pin in fence corner of the southwest corner of Lot No. 9 of Deerfield Subdivision, Section I, said pin being the southeast corner of W.C. Smith farm and in North fence line of Fred D. Ownby; thence, with North fence line of Fred D. Ownby, North 89 degrees 39 minutes West 870.5 feet to a 12-inch hackberry (hacked) in fence line; thence, continuing North 79 degrees 30 minutes West 111.0 feet to a point in the center line of Puckett Branch; thence, with flow of water and center line of branch North 30 degrees 24 minutes East 133.5 feet to a point; thence, leaving branch and with staked line South 89 degrees 35 minutes East 931.0 feet to a pin in fence line, being the southwest corner of Lot No. 10 of Deerfield Subdivision, Section I; thence, with West fence line of Lot No. 9 of said subdivision, South 8 degrees 02 minutes West 135.2 feet to the beginning, containing 2.94 acres, more or less.

BEING the same property conveyed to Bo K. O'Brien and wife, Hope C. O'Brien, by QuitClaim Deed from Marianne B. Caldwell, unmarried, as to her 50% undivided interest, dated November 19, 2003, and recorded on November 26, 2003, appearing of record in Record Book 338, Page 1075, in the Register's Office for Rutherford County, Tennessee.

**TOTAL PROPERTY CURRENTLY INCLUDED WITHIN THE ABOVE DESCRIPTION IS 2.29 ACRES, MORE OR LESS, AS PARCELS HAVE BEEN SOLD AND REMOVED FROM SAID DESCRIPTION. THEREFORE, INCLUDED WITHIN THE ABOVE DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM FOR PURPOSES OF THIS DESCRIPTION, ARE THE FOLLOWING PARCELS:**

### **Parcel 1:**

A tract of land lying in the 13<sup>th</sup> Civil District of Rutherford County, Tennessee and being generally bounded by the Bo K. O'Brien, et ux property of record in Record Book 338, Page 1075, Register's Office for Rutherford County, Tennessee on the northeast, by the Fred D. Ownby, et ux property of record in Record Book 221, Page 510, said Register's Office; on the South by the O'Brien property on the southwest and by the William Christopher Smith property of record in Record Book 242, Page 2410, said Register's Office on the west and being described

according to a survey prepared by Ragan-Smith Associates, Inc., 315 Woodland Street, Nashville, TN 37206, Kevin L. Birdwell, R.L.S. No 1797, and being more particularly described as follows, to-wit:

Commencing at a point formed by the intersection of the westerly right-of-way line of Campfire Drive, a 50-foot wide right-of-way at the southerly terminus of said road with the north line of the Ownby property, said point also being the southeast corner of Lot 9 as shown on the plat entitled "Section One, Deerfield" of record in Plat Book 7, Page 130, Register's Office for Rutherford County, Tennessee; thence, with the south line of Lot 9 of said Deerfield subdivision the same being the Bo K. O'Brien, et ux property, North 89 degrees 43 minutes 27 seconds West, with the south line of Lot 9 and continuing westward the south line of the O'Brien property which is identified as Deed Tract Two in Record Book 338, Page 1075, said Register's Office, 894.91 feet to the point of beginning of the herein described tract of land and proceeding as follows:

1. Continuing with the north line of the Ownby property, North 89 degrees 43 minutes 27 seconds West, 96.29 feet to an iron pin set; thence
2. Leaving the north line of the Ownby property and with a new line of division thru the O'Brien property, North 58 degrees 26 minutes 22 seconds West, 170.42 feet to an iron pin set in the east line of the Smith property; thence,
3. With the east line of the Smith property North 30 degrees 19 minutes 33 seconds East, 50.01 feet to an iron pin set; thence,
4. Leaving the east line of the Smith property and with a new line of division thru the O'Brien property, South 58 degrees 26 minutes 22 seconds East, 253.79 feet to the point of beginning and containing 10,605 square feet or 0.24 acres, more or less.

Being the same property conveyed to Centex Homes by Warranty Deed from Bo K. O'Brien and wife, Hope C. O'Brien, dated December 1, 2004, and recorded on December 7, 2004, appearing of record in Record Book 453, Page 683, in the Register's Office for Rutherford County, Tennessee.

**Parcel 2:**

A tract of land in the 7<sup>th</sup> Civil District of Rutherford County, Tennessee and being generally bounded on the North by unknown ownership, on the northeast by Bo K. O'Brien, et ux property of record in Record Book 338, Page 1075, Register's Office for Rutherford County, Tennessee; on the South by Blackman Farms Subdivision, Centex Homes property, of record in Record Book 453, Page 2089, said Register's Office; and on the Southwest by

proposed Blaze Drive and being described according to a survey dated December 14, 2005, by Ragan-Smith Associates, Inc. and being more particularly described as follows, to-wit:

Commencing at an iron rod (old) in the westerly property line of unknown ownership, the easterly right-of-way margin of Wilkerson Crossing, an 80-foot wide right-of-way and the southwest property corner of Ole South Properties, Inc., of record in Record Book 355, Page 1887, Register's Office for Rutherford County, Tennessee and being more fully described as follows:

1. South 34 degrees 47 minutes 45 seconds East, 49.41 feet to the Point of Beginning; thence,
2. With said southerly property line of unknown ownership, in the northerly property line of said O'Brien, South 89 degrees 532 minutes 48 seconds East, 47.93 feet; thence,
3. Leaving said unknown ownership property and severing O'Brien, and with the proposed northeasterly right-of-way margin of Blaze Drive, South 58 degrees 26 minutes 22 seconds East, 254.04 feet to a point in the northerly property line of said Blackman Farms Subdivision, Centex Home property; thence,
4. With the northerly property line of Blackman farms, the southerly property line of said O'Brien, North 89 degrees 43 minutes 27 seconds West, 48.14 feet; thence,
5. With the northerly right-of-way margin of existing Blaze Drive, North 58 degrees 26 minutes 22 seconds West, 253.79 feet to the point of beginning and containing 6,348 square feet or 0.15 acres, more or less.

**Parcel 3:**

A tract of land in the 7<sup>th</sup> Civil District of Rutherford County, Tennessee and begin generally bounded on the Northeast by Blaze Drive, on the South by Blackman Farms Subdivision, Centex Homes property of record in Record Book 452, Page 2089, Register's Office for Rutherford County, Tennessee on the West by unknown ownership and being described according to a survey dated December 14, 2005, by Ragan-Smith Associates, Inc. and being more particularly described as follows, to-wit:

Beginning at a point being the southerly property corner of unknown ownership, in the northerly property of Blackman Farms Subdivision, Centex Homes property, the southwesterly property corner of said Bo K. O'Brien, et ux property and being more fully described as follows:

1. North 30 degrees 19 minutes 33 seconds East, 80.80 feet to the southwest right of way line of Blaze Drive; thence,

2. With the southwesterly right-of-way margin of Blaze Drive, South 58 degrees 26 minutes 22 seconds East, 170.43 feet; thence,
3. Leaving said southwesterly right-of-way margin and with said Blackman Farms Subdivision, Centex Homes property, North 89 degrees 43 minutes 27 seconds West, 82.41 feet; thence,
4. Continuing with said Blackman Farms Subdivision, Centex Homes property and with said O'Brien, et ux property, North 79 degrees 34 minutes 27 seconds West, 105.35 feet to the point of beginning and containing 7.648 square feet or 0.18 acres, more or less.

Parcels 2 & 3 being the same property conveyed to Centex Homes by Warranty Deed from Bo K. O'Brien and Hope C. O'Brien, husband and wife, dated September 19, 2006, and recorded on September 21, 2006, appearing of record in Record Book 667, Page 2156, in the Register's Office for Rutherford County, Tennessee.

**Parcel 4:**

A tract of land located in the 7<sup>th</sup> Civil District of Rutherford County, Tennessee and being generally bounded on the North by Ole South Properties, Inc.; on the South and East by the Bo K. O'Brien, et ux property; and on the west by the Blackman Elementary School property and being described according to a survey dated December 14, 2005, by Ragan-Smith Associates, Inc. and being more particularly described as follows, to-wit:

Commencing at an iron pin found at the southeast corner of the Williams Farm, L.P. property of record in Record Book 113, Page 2814, Register's Office for Rutherford County, Tennessee and a southerly corner of ole South Properties, Inc., of record in Record Book 355, Page 1887, said Register's Office and being the northeasterly terminus of Wilkerson Crossing an 80-foot wide public right-of-way of record in Plat Book 23, Page 149, said Register's Office, and being more fully described as follows:

1. Leaving the northeasterly terminus of Wilkerson Crossing and with the south line of ole South Properties, Inc. South 80 degrees 46 minutes 14 seconds East, 11.55 feet; thence,
2. Leaving the south line of Ole South Properties and with the proposed northeasterly right-of-way line of Blaze Drive, South 58 degrees 26 minutes 22 seconds East, 81.24 feet to a point in the north line of the Bo K. O'Brien property of record in Record Book 338, Page 1075, said Register's Office; thence,

3. With the north line of the O'Brien property, North 89 degrees 52 minutes 48 seconds West, 47.93 feet, the northwest corner of the O'Brien property; thence,
4. With the west line of the O'Brien property, South 30 degrees 19 minutes 33 seconds West, 130.81 feet to the north line of the Blackman Farms Subdivision, Centex homes Property of record in Record Book 452, Page 2089, said Register's Office and the southeast corner of the Blackman Elementary School property of record in Record Book 620, Page 311, said Register's Office; thence,
5. With the west line of Blackman Elementary School property, North 22 degrees 09 minutes 41 seconds East, 65.94 feet; thence,
6. Continuing with the west line of Blackman Elementary School property, North 05 degrees 12 minutes 55 seconds East, 7.16 feet to the southeasterly right-of-way terminus of Wilkerson Crossing; thence,
7. With the easterly terminus of Wilkerson Crossing, North 05 degrees 01 minutes 38 seconds East, 89.32 feet to the point of beginning and containing 3,608 square feet or 0.08 acres, more or less.

Being the same property conveyed to Centex Homes, a Nevada General Partnership, by QuitClaim Deed from Bo K. O'Brien and Hope O'Brien, husband and wife, dated September 19, 2006, and recorded on September 21, 2006, appearing of record in Record Book 667, Page 2153, in the Register's Office for Rutherford County, Tennessee.

**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG THE EAST SIDE  
OF BLAZE DRIVE  
INCLUDING PLAN OF SERVICES  
(FILE 2018-506)**



**PREPARED FOR THE JULY 11, 2018 PLANNING COMMISSION PUBLIC HEARING  
REVISED JULY 20, 2018 FOR THE AUGUST 23, 2018 CITY COUNCIL PUBLIC HEARING**

# **INTRODUCTION**

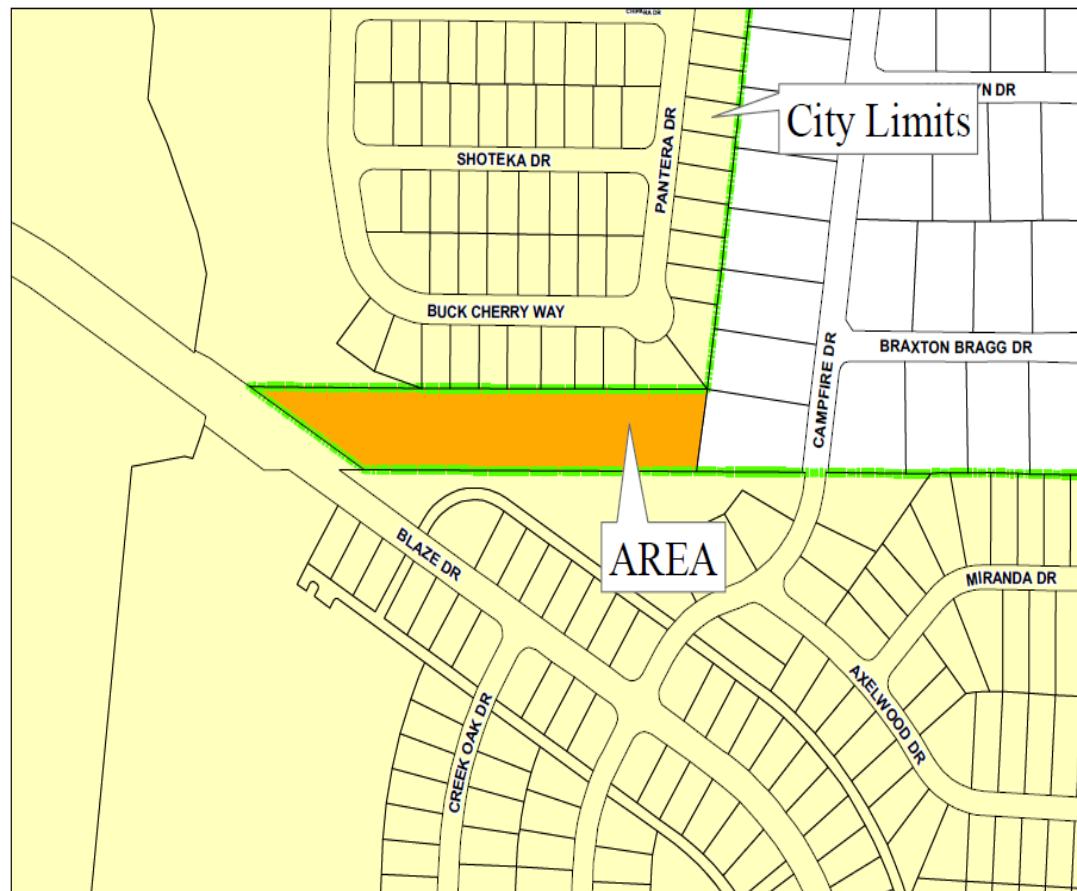
## OVERVIEW

Bo and Hope O'Brien have initiated a petition to annex into the City of Murfreesboro the parcel depicted in orange on the map to the right. A companion zoning request for RS-A, Type 2 (Single-Family Residential Attached District, Suburban Townhouse) has been submitted simultaneous with the annexation.

The subject property is located east of Blaze Drive and south of Buck Cherry Way. A barn currently exists on this property. The total study area is 2.29 acres, and consists of:

- Tax Map 92, Parcel 42.01

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



0 100 200 300 400 500 600  
Feet

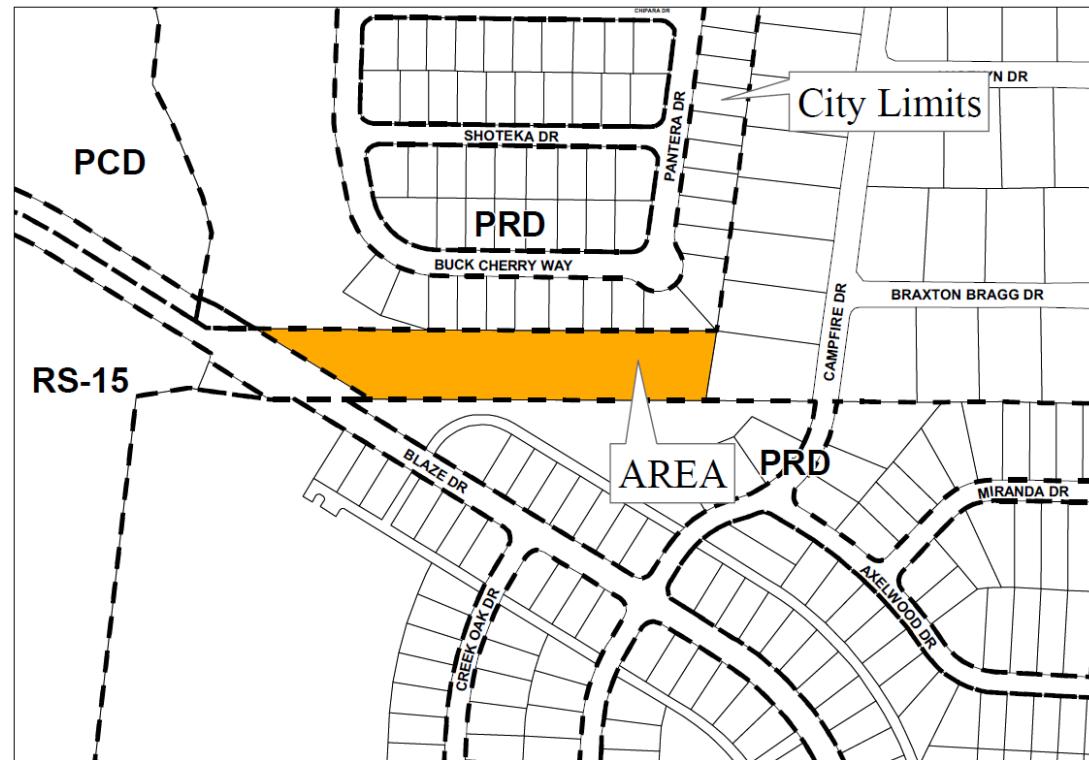
GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesboro.gov](http://www.murfreesboro.gov)

## CITY ZONING

Simultaneous with the annexation, a request for rezoning for the subject property to RS-A, Type 2 is requested. The application for rezoning is being made by Jack Parker of Catalyst Design Group.

The subject property is zoned Residential Medium-Density (RM) in the unincorporated area of Rutherford County. This zone is similar to the City's RS-15 (Single-Family Residential District 15) zone.

The nearest City incorporated properties are directly adjacent to the north, south, and west of the property. The subject property abuts Planned Residential Development (PRD) zoning to the north and south, and RS-15 to the west.



  
TENNESSEE  
Path: G:\planning\rezonBlazeDrz.mxd

Zoning Request for Property Along Blaze Drive  
RS-A (Type 2) Simultaneous with Annexation

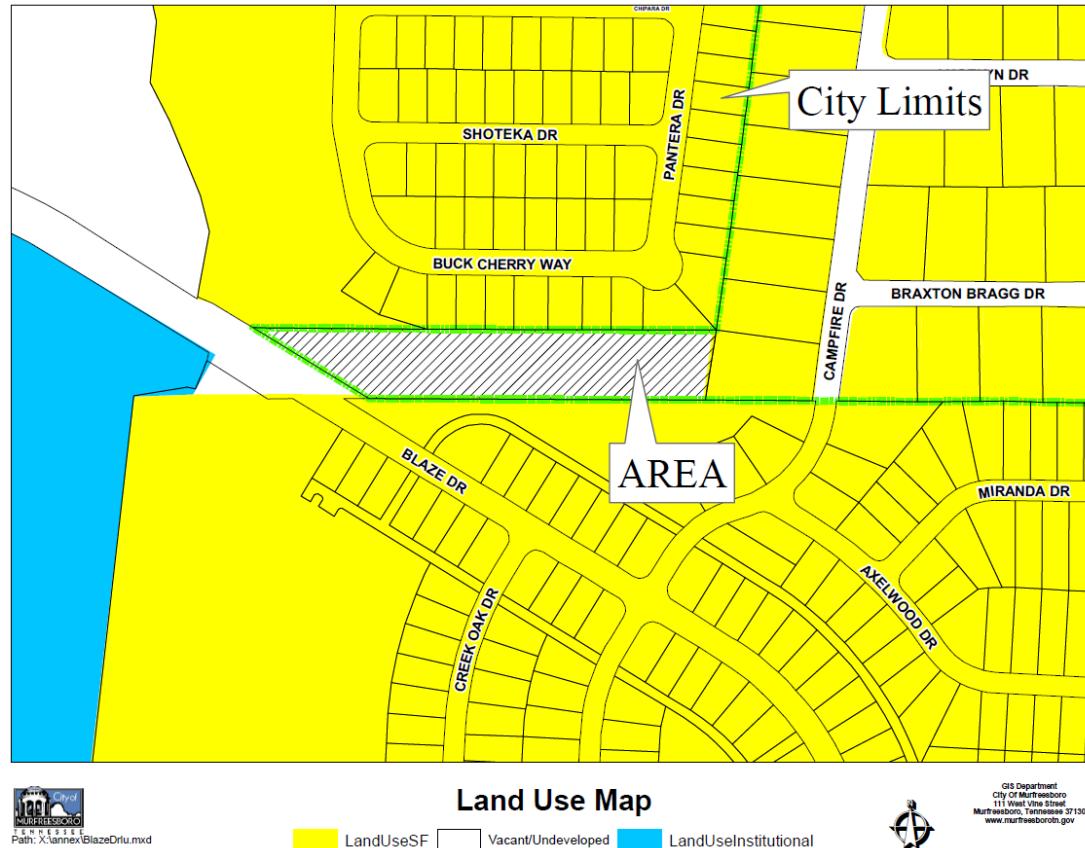


GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesboro.gov](http://www.murfreesboro.gov)

## PRESENT AND SURROUNDING LAND USE

The study area contains a barn. Surrounding land uses include:

- Single family residential, as shown in yellow,
- Vacant Undeveloped, unshaded.
- Institutional (Blackman Elementary School), blue.



## **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 \$0.9494/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

***Table I  
Estimated Taxes from Site***

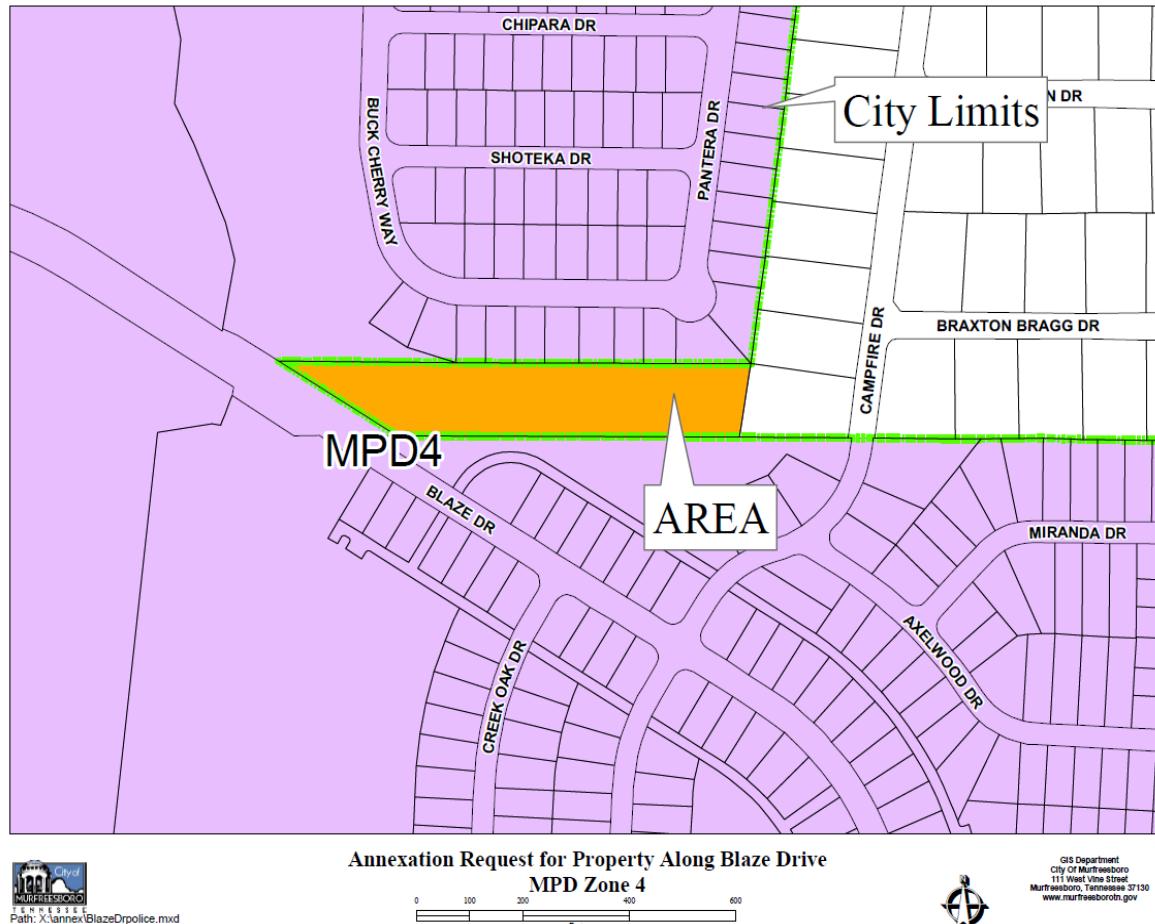
Owner of Record	Parcel ID	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Bo K. O'Brien	092-042.01-000	2.29	\$11,800	\$0	\$2,950	\$28

## **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. This property is located in Police Zone #4.



## **STREETS AND ACCESS**

The annexation study area does not include any public right-of-way. The study area has access to the existing Blaze Drive to the west. Blaze Drive is an existing 3-lane curb and gutter section that is transitioning to a 2-lane curb and gutter section in front of this property. New development along this route may require an extension of the center turn lane. Any new connections to Blaze Drive must be approved by the City Engineer. With the proposed zoning of RS-A Type 2, no new public roadways would be anticipated on this property.

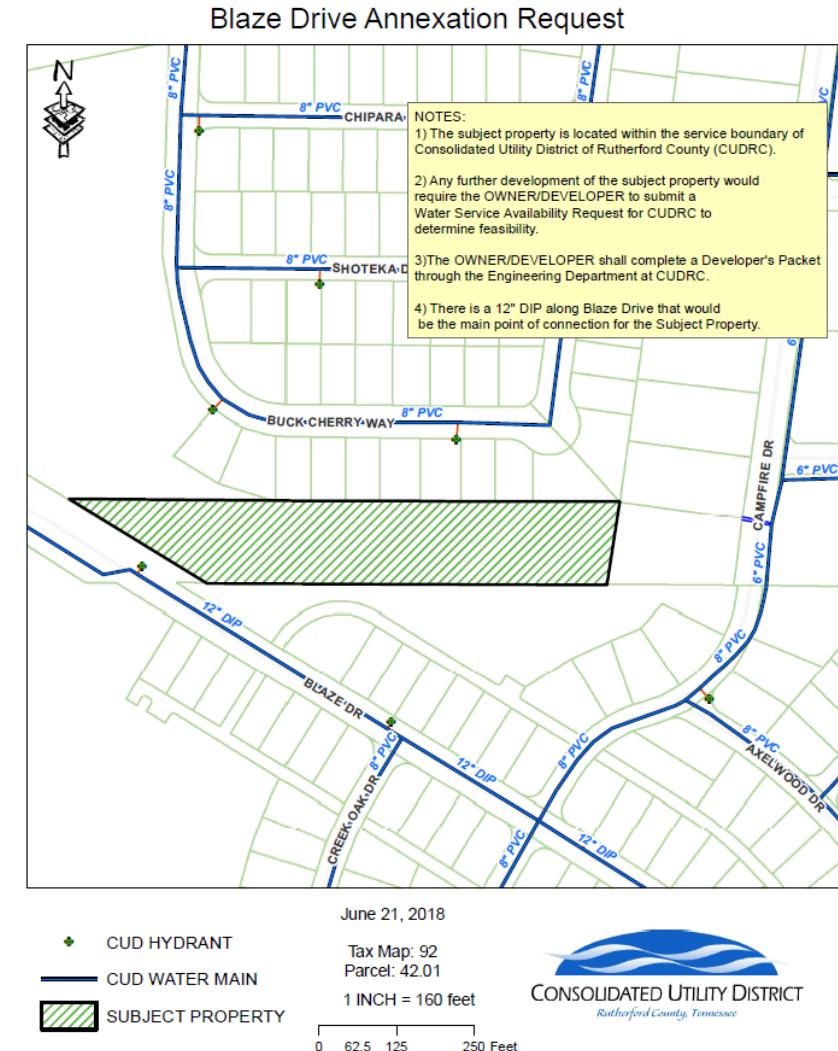
The study area is not affected by the City's 2040 Major Transportation Plan.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Blaze Drive to the west. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Blaze Drive to be operating at a Level of Service A from Fortress Blvd to Franklin Road with a small portion operating at level of service B in the transition from 3 lanes to 2 lanes. The 2040 Level of Service Model indicates that Blaze Drive operates at a Level of Service C from Fortress Blvd to Franklin Road without the proposed improvements recommended in the 2040 Plan. With the improvements proposed in the 2040 plan, this section of roadway will operate at a level of service B.

## WATER SERVICE

The subject property is located within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). Any further development of the subject property would require the owner/developer to submit a Water Service Availability Request to CUDRC to determine feasibility. There is a 12" DIP along Blaze Drive that would be the main point of connection for the subject property.



## SANITARY SEWER SERVICE

Per the Murfreesboro Water Resources Department's current definition of "available", public sanitary sewer is available to the property. However, it will require an open-cut of Blaze Drive to connect to an existing manhole and an 8" sewer main extension to the property. Depending on the location/angle of this extension an easement may need to be obtained from Blackman Farm Homeowners Association for the extension.

The subject parcel is located within the Overall Creek Sanitary Sewer Assessment District and will be assessed \$1000 per single-family unit or equivalent in addition to the current and standard connection fees.

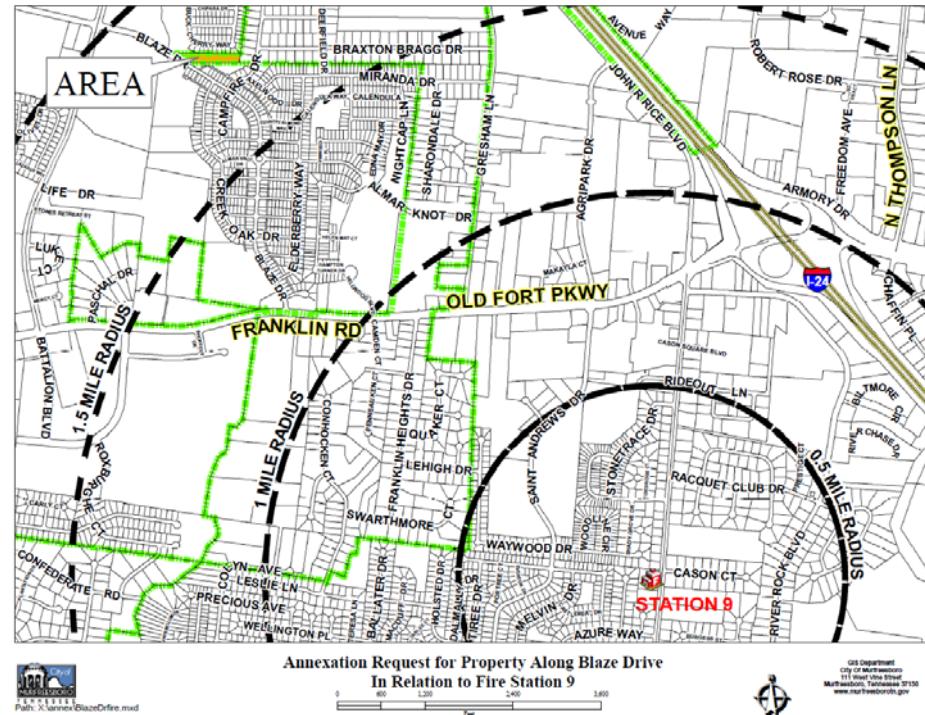
All main line extensions must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



## FIRE AND EMERGENCY SERVICE

Currently the subject parcel is located 2.6 miles from Fire Station #9 (802 Cason Lane) and will be 0.4 miles from the proposed Station #11 (Blaze Drive) upon its projected completion in Summer 2019. The Murfreesboro Fire and Rescue Department (MFRD) will provide fire protection to the requested parcel upon the effective date of annexation, provided that the existing structure on the property (a barn) is removed prior to the effective date of annexation. There is currently no means of gaining access to this structure by fire apparatus.

Upon development of the parcel, fire protection will be required to be installed.



## **SOLID WASTE COLLECTION**

The City will provide brush/debris removal every two to three weeks. The Zoning Ordinance requires that multi-family developments of more than 15 dwelling units utilize private solid waste collection service. However, there is a process by which townhome developments of greater than 15 units can be approved for City solid waste collection service. If City service is approved as a part of the development review process, the City will provide weekly curbside solid waste collection service upon development. The proposed zoning will allow a maximum of 27 homes. The potential cost for the purchase, assembly, and delivery of solid waste carts is \$3,059.10 (\$113.30 x 27 homes). Cost for servicing the carts will not be available until a layout of the proposed development is available. However, using a general formula of \$100.92 per year, the annual pick-up cost for 27 homes would be \$2,724.84. The initial day of service would be Thursday.

## **ELECTRIC SERVICE**

The study area is located within Murfreesboro Electric Department's (MED) service boundary. Murfreesboro Electric has facilities and capacity in place along Blaze Drive to serve the development.

## **STREET LIGHTING**

Streetlights will be installed if public streets exist within the development. The developer will be responsible for all of MED's aid to construction cost. The aid to construction costs will be determined during the site plan review process when an electric design is finalized. Private street lighting will be available upon request.

## **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. This area is currently zoned for Overall Creek Elementary. The school is currently over capacity, but within one year, the City should have a new school open on its west side, which will shift some students out of Overall Creek Elementary. Therefore, by August of 2019 the school system will be able to accommodate any additional elementary school students generated by development on the subject parcel.

## **RECREATION**

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.

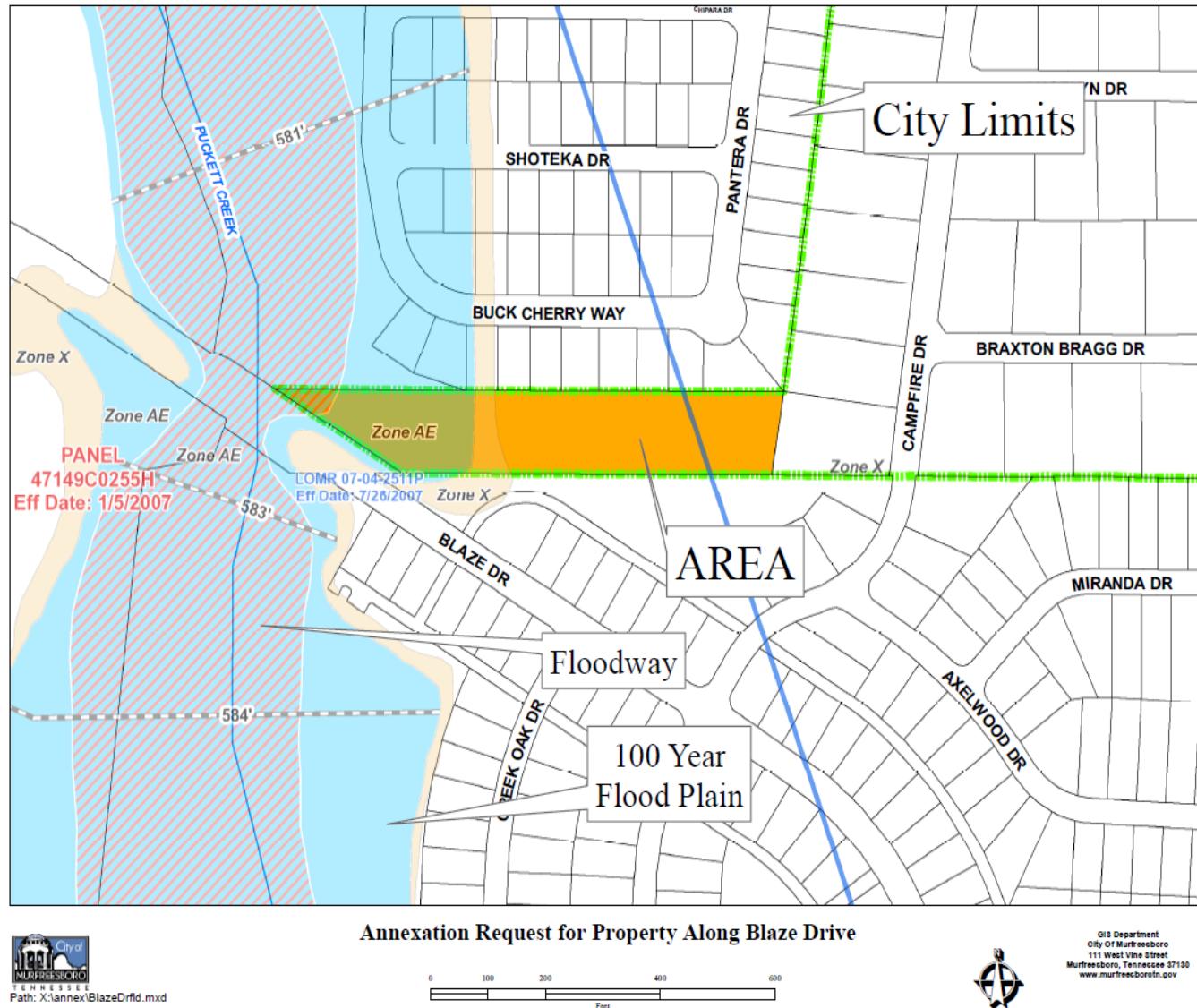
## **BUILDING AND CODES**

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

A small portion of the study area is 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 floodplain is located approximately 530 feet west from the eastern property line of the subject parcel. The adjacent map shows the floodway boundary in hashed pink and the 100-year floodplain boundary in blue.



GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesboron.gov](http://www.murfreesboron.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. 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**

### Storm Water Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has no single-family residences and will generate \$0 per year in revenue for the Stormwater Utility Fee.

The subject property is likely to be developed with a townhome project. Based on this development scenario, it is anticipated that the site will generate approximately \$800 annually in revenue for the Stormwater Utility Fund upon full build-out.

## **DRAINAGE**

### Public Drainage

The study area currently contains no public drainage facilities but it does have access to the public drainage facility on Blaze Drive. Upon annexation and development under the proposed zoning of RS-A (Type 2), any new drainage facilities would be anticipated to be private. Future operation and maintenance costs, if any are proposed, are anticipated to be paid from the Stormwater Utility Fee and State Street Aid. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

### Regional Drainage Conditions

This property drains directly to Puckett Creek which is located just west of the study area. Roughly a third of this property is located in the 100-year floodplain. Any future development on this property will need to comply with the City's floodplain management ordinance.

## PROPERTY AND DEVELOPMENT

The property is long and narrow with only a small amount of frontage along Blaze Drive. A portion of the frontage is encumbered with the approach and guardrails for the bridge over Puckett Creek. This could make providing a connection to Blaze Drive for this property more challenging.

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

Improvements to and right-of-way for Blaze Drive should be incorporated into the development plans.

## ANNEXATION FOLLOW-UP

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

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

- Make known the proposed closed shutters in the pattern book located on the side of the building would open and close for a window.
- If the units should ever become rental property how would the increased parking be addressed?
- The fence along the north side of the property should line up with the existing house on North Church Street.
- There should be a gate installed with the fence along the north side of the property to prevent pedestrian traffic.

Mr. Molchan made known the sides of the buildings would be masonry material with windows. To address parking Mr. Molchan explained, North Church Street would be wide enough to accommodate on street parking. Continuing, Mr. Molchan stated he would make certain with the applicant if there would be restrictive covenants put into place to prevent the proposed units from becoming rental properties. The sale of units would average around \$400,000.00.

Mr. Eddie Smotherman commented, staff should review on street parking in this area to see if parking could be directed to one side of the street only. “As density continues to increase we do not want to impede the flow of traffic.”

**Mr. Eddie Smotherman made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Annexation plan of services and annexation petition [2018-506] for approximately 2.29 acres located along Blaze Drive, Hope and Bo O'Brien applicant.** Mr. Matthew Blomeley began by describing the study area, which consists of a single parcel, located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. The property owners have filed a written petition to have this parcel annexed into the City limits. The study

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

area is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits on all sides except for its east side. No public right-of-way is included in the study area.

Staff had prepared a plan of services, which had been included in the agenda packet. Considering the vicinity of the subject property relative to the existing City limits and City services, the annexation should be relatively easy to effect. However, the Murfreesboro Fire and Rescue Department (MFRD) has indicated that it cannot provide fire protection to the existing accessory structure on the property due to limited accessibility. Per MFRD, the existing accessory structure must be removed or demolished prior to the effective date of annexation.

A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation.

Mr. Jack Parker was in attendance to represent the applicant.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Chairman Bob Lamb 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 [2018-422] for approximately 2.29 acres located along Blaze Drive to be zoned RS-A (Type 2) simultaneous with annexation, Catalyst Design Group applicant. Mr. Matthew Blomeley began by describing the study area, which consists of a single parcel, located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 11, 2018**

**4.c. Zoning application [2018-422] for approximately 2.29 acres located along Blaze Drive to be zoned RS-A (Type 2) simultaneous with annexation, Catalyst Design Group applicant.**

The study area, which consists of a single parcel, is located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. The previous item on the agenda was the annexation and plan of services for this property. A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation.

The RS-A, Type 2 zone permits single-family attached dwellings (e.g., townhouses) at a maximum density of twelve dwelling units per acre. At 2.29 acres, the maximum number of dwelling units that could be achieved is 27. The RS-A, Type 2 zone allows buildings to consist of between 3 and 8 dwellings units. Exterior materials are required to consist of a minimum of 75% brick, stone, and/or cementitious siding on each building facade. In addition, any development in this zone must meet minimum open space and formal open space requirements.

The subject property is bordered on its north side by the Preserve at Indian Creek single-family residential subdivision, which is zoned PRD (Planned Residential District). To the west, across Blaze Drive, is Blackman Elementary School, which is zoned RS-15 (Residential Single-Family District 15). To the south is the Blackman Farm single-family residential subdivision, which is also zoned PRD. Directly to the south of the subject property is common area for the Blackman Farm subdivision. To the east of the subject property is the Deerfield single-family residential subdivision, which is located in the unincorporated County. The single-family residential parcel directly to the east is owned by the current owners of the property being requested for rezoning.

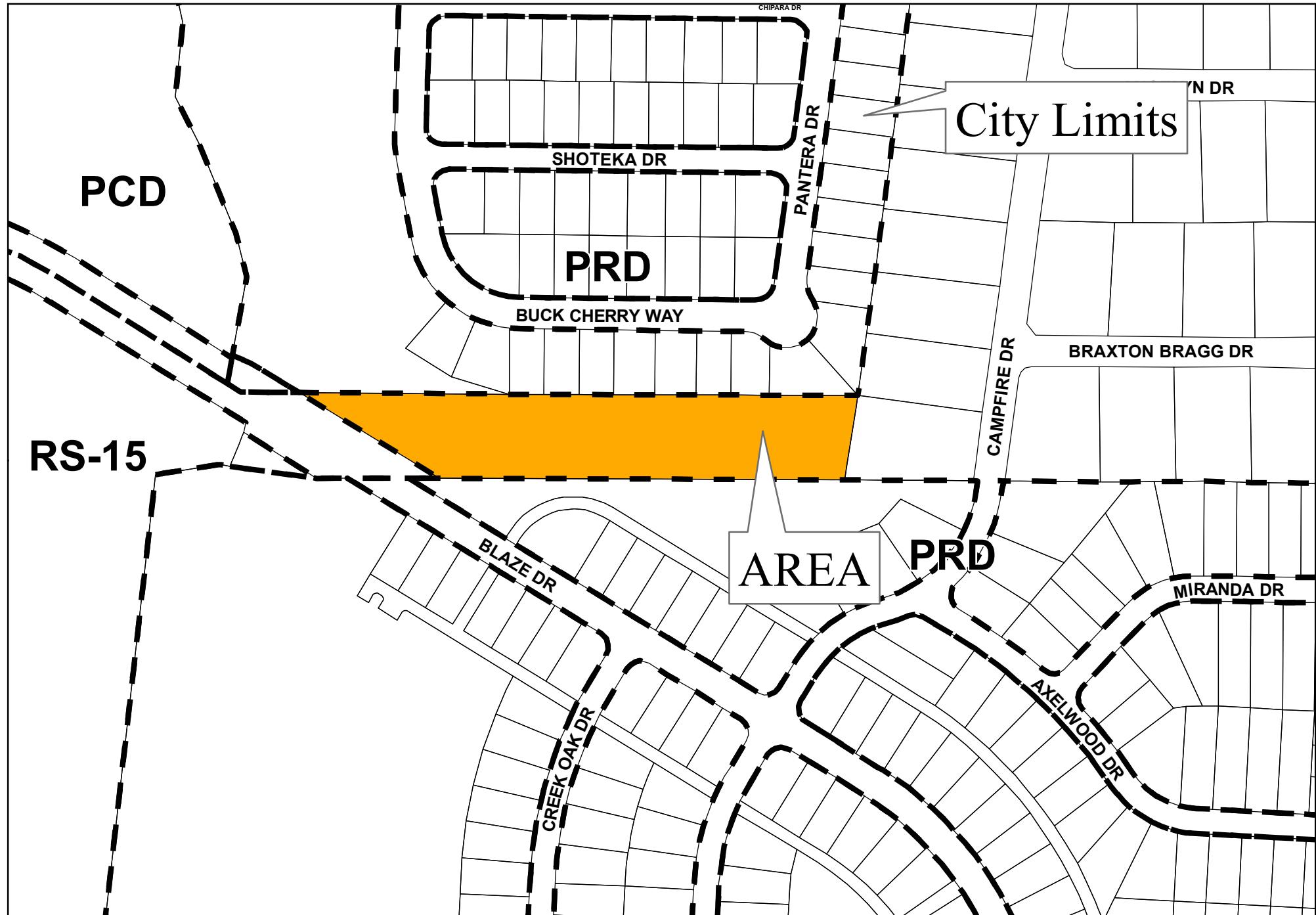
The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted by the Planning Commission in July 2017, recommends that

the subject property develop as “*Park/Open Space*.” An excerpt from the future land use map can be found below. The plan describes this classification as “all existing municipal parks, outdoor recreation areas and open spaces that have been committed to public or private enjoyment and recreational pursuits.” Development types include “public parks and open spaces, public recreation areas, and public or private lands within floodplain or stormwater management areas that are generally unsuitable for development.” Per the comprehensive plan, the only existing City zoning districts that is compatible with the *Park/Open Space* designation is P (Park). Staff is unsure why the plan recommended the *Park/Open Space* land use character for this parcel. The City does not own the parcel and there are no plans for the City to purchase the property for a public park. A portion of the property is located in the floodplain, but this alone does not render the property unsuitable for development. The Planning Commission will need to consider whether this is an appropriate instance to deviate from the recommendations of the comprehensive plan.

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**





**Zoning Request for Property Along Blaze Drive  
RS-A (Type 2) Simultaneous with Annexation**

0 100 200 300 400 500 600  
Feet



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

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



## REZONING APPLICATION FORM



**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: Catalyst Design Group - Jack Parker

Address: 2650 Memorial Blvd., Ste D City/State/Zip: Murfreesboro, TN 37130

Phone: 615-866-2410 E-mail address: jpark@catalyst-dg.com

PROPERTY OWNER: Hope & Bo O'Brien

Street Address or  
property description: \_\_\_\_\_

and/or Tax map #: 92 Group: \_\_\_\_\_ Parcel (s): 42.01

Existing zoning classification: Residential (currently in the county)

Proposed zoning classification: RS-A, Type 2 Acreage: 2.29 ac

Contact name & phone number for publication and notifications to the public (if different from the  
applicant): \_\_\_\_\_

E-mail: \_\_\_\_\_

APPLICANT'S SIGNATURE (required): J. Parker

DATE: 5/18/18

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

Date received: \_\_\_\_\_ MPC YR.: 18 MPC #: 422

Amount paid: \$600 Receipt #: 364173

Revised 1/2010



May 31, 2018

Mr. Donald Anthony, Principal Planner  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

**RE: Annexation and Rezoning Requests – Map 92, Parcel 42.01**

Dear Donald,

Please consider this submittal as a formal annexation and rezoning request for the property known as Tax Map: 92 Parcel: 42.01. Based on previous correspondence with staff, it is our understanding that the City would be supportive of annexation and rezoning of this property given its proximity to the existing city limits and the density that is proposed.

We have discussed the traffic situation with Ram and have video evidence that school traffic does not impede ingress/egress to the property during school hours. We look forward to continue working with staff as the project progresses. Please review and let me know if you have questions or need additional information.

Regards,

**Catalyst Design Group**

A handwritten signature in blue ink, appearing to read "J. Parker".

Jack Parker, PE  
Principal/Senior Project Manager

BLAZE DRIVE

BUCK CHERRY WAY

PROPERTY REQUESTING  
ANNEXATION /REZONING  
TAX MAP 92 PARCEL  
42.01



2650 MEMORIAL BLVD, SUITE D MURFREESBORO, TN 37130  
(615) 868-2410 | www.catalyst-pc.com

O'BRIEN PROPERTY  
ANNEXATION/REZONING  
REQUEST

NO.	DATE	DESCRIPTION

DRAWING TITLE  
ANNEXATION  
EXHIBIT

PROJECT NUMBER  
20180031  
DRAWING NUMBER

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

area is located within the City's Urban Growth Boundary. In addition, it is contiguous with the existing City limits on all sides except for its east side. No public right-of-way is included in the study area.

Staff had prepared a plan of services, which had been included in the agenda packet. Considering the vicinity of the subject property relative to the existing City limits and City services, the annexation should be relatively easy to effect. However, the Murfreesboro Fire and Rescue Department (MFRD) has indicated that it cannot provide fire protection to the existing accessory structure on the property due to limited accessibility. Per MFRD, the existing accessory structure must be removed or demolished prior to the effective date of annexation.

A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation.

Mr. Jack Parker was in attendance to represent the applicant.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Chairman Bob Lamb 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 [2018-422] for approximately 2.29 acres located along Blaze Drive to be zoned RS-A (Type 2) simultaneous with annexation, Catalyst Design Group applicant. Mr. Matthew Blomeley began by describing the study area, which consists of a single parcel, located along the east side of Blaze Drive adjacent to Blackman Farm subdivision. The subject parcel, which is approximately 2.29 acres in area, is undeveloped but does contain an existing accessory structure. A request has also been filed to have the property zoned RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) simultaneous with annexation.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

The RS-A, Type 2 zone permits single-family attached dwellings (e.g., townhouses) at a maximum density of twelve dwelling units per acre. At 2.29 acres, the maximum number of dwelling units that could be achieved is 27. The RS-A, Type 2 zone allows buildings to consist of between 3 and 8 dwellings units. Exterior materials are required to consist of a minimum of 75% brick, stone, and/or cementitious siding on each building facade. In addition, any development in this zone must meet minimum open space and formal open space requirements.

The subject property is bordered on its north side by the Preserve at Indian Creek single-family residential subdivision, which is zoned PRD (Planned Residential District). To the west, across Blaze Drive, is Blackman Elementary School, which is zoned RS-15 (Residential Single-Family District 15). To the south is the Blackman Farm single-family residential subdivision, which is also zoned PRD. Directly to the south of the subject property is common area for the Blackman Farm subdivision. To the east of the subject property is the Deerfield single-family residential subdivision, which is located in the unincorporated County. The single-family residential parcel directly to the east is owned by the current owners of the property being requested for rezoning.

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted by the Planning Commission in July 2017, recommends that the subject property develop as “*Park/Open Space*.” An excerpt from the future land use map had been provided in the agenda packet. The plan describes this classification as “all existing municipal parks, outdoor recreation areas and open spaces that have been committed to public or private enjoyment and recreational pursuits.” Development types include “public parks and open spaces, public recreation areas, and public or private lands within floodplain or stormwater management areas that are generally unsuitable for development.” Per the comprehensive plan, the only existing City zoning districts that is compatible with the *Park/Open Space* designation is P (Park). Staff is unsure why the plan recommended the *Park/Open Space* land use character for this parcel. The City does not own the parcel and there are no plans for the City to purchase the property for a public park. A portion of

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

the property is located in the floodplain, but this alone does not render the property unsuitable for development. The Planning Commission would need to consider whether this is an appropriate instance to deviate from the recommendations of the comprehensive plan.

Mr. Jack Parker was in attendance to represent the applicant.

Chairman Bob Lamb opened the public hearing.

1. **Mr. Correy Brown - 3819 Blaze Drive** - opposes this type of development for this area. He feels that it should remain as green space due to the drainage that occurs on this property.
2. **Mr. Shane Stone - 205 Campfire Drive & HOA President of Blackman Farms** – he made known the residents of Blackman Farms have concerns with the flooding on this property. How would development address the flooding that occurs on the property?
3. **Mr. Robert Koch - 719 Elderberry Way** – he has concerns how this proposal would fit in the area being high density between two residential neighborhoods. How would parking be addressed?
4. **Ms. Lacey Wilkins - 3507 Blue Spruce Way** – how would traffic be addressed with the high volume of vehicles speeding on Blaze Drive?
5. **Ms. Kelly Johnson - 374 Campfire Drive** – has concerns with the drainage in this area. Where would the water go if this property is developed? In addition, she has concerns with the high volume of vehicles speeding on Blaze Drive.

Chairman Bob Lamb closed the public hearing.

Mr. Sam Huddleston came forward making known if this development was approved by Planning Commission and City Council it would have to comply with a pre-application review, survey site plan, comply with all storm water quality and flood plain management ordinance. During site plan review all requirements would be addressed by Staff and Planning Commission.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

Mr. Matthew Blomeley explained the propose use for townhomes would be for sale units. However, if there are no restrictive covenants in place the units could become rental units. The Planning Commission should decide if this request is compatible in density with the existing subdivisions in the area.

The Planning Commission continued with discussions regarding the property having limitations due to it being in the floodplain. The proposed development may allow up to eight units per acre instead of the maximum of twelve units per acre once the applicant meets all city requirements.

**Ms. Kathy Jones made a motion to approve subject to all staff comments, seconded by Mr. Ken Halliburton. There was one no vote made by Mr. Eddie Smotherman. The motion passed.**

**Zoning application [2018-419] PRD amendment for Sunset Ridge PRD on approximately 5.02 acres located along Warmingfield Drive, O'Brien Loyd, LLC applicant.** Mr. Matthew Blomeley began by describing the subject property located along the north side of Warmingfield Drive just west of Manchester Pike. It is a part of the Sunset Ridge PRD (Planned Residential District) that was approved in 2004. The Sunset Ridge PRD contains single-family residential detached lots (the Everbrite Pointe and Del Sol Commons subdivisions) and single-family residential attached townhomes (The Villas at Del Sol, which is under construction, and Aurora Place). The requested property, totaling 5.02 acres, is the location of the Villas at Del Sol townhome development (formerly identified as Sundust Retreat). The original developer of Sunset Ridge is no longer involved in its development. The current developer would like to implement some changes to The Villas at Del Sol that are more consistent with his vision for the development. Those changes are outlined in the attached pattern book submitted with this PRD amendment request. They are as follows:

- 1) A 25'-wide landscape buffer was proposed around the perimeter of the Villas at Del Sol in the 2004 pattern book. However, the 2004 pattern book was somewhat ambiguous about

**RESOLUTION 18-R-PS-45** to adopt a Plan of Services for approximately 2.29 acres along Blaze Drive, Hope and Bo O'Brien, applicants. [2018-506]

**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 June 6, 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 August 23, 2018, pursuant to a Resolution passed and adopted by the City Council on July 19, 2018, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on August 7, 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-45**, the public welfare and the welfare of the City requiring it.

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

Shane McFarland, Mayor

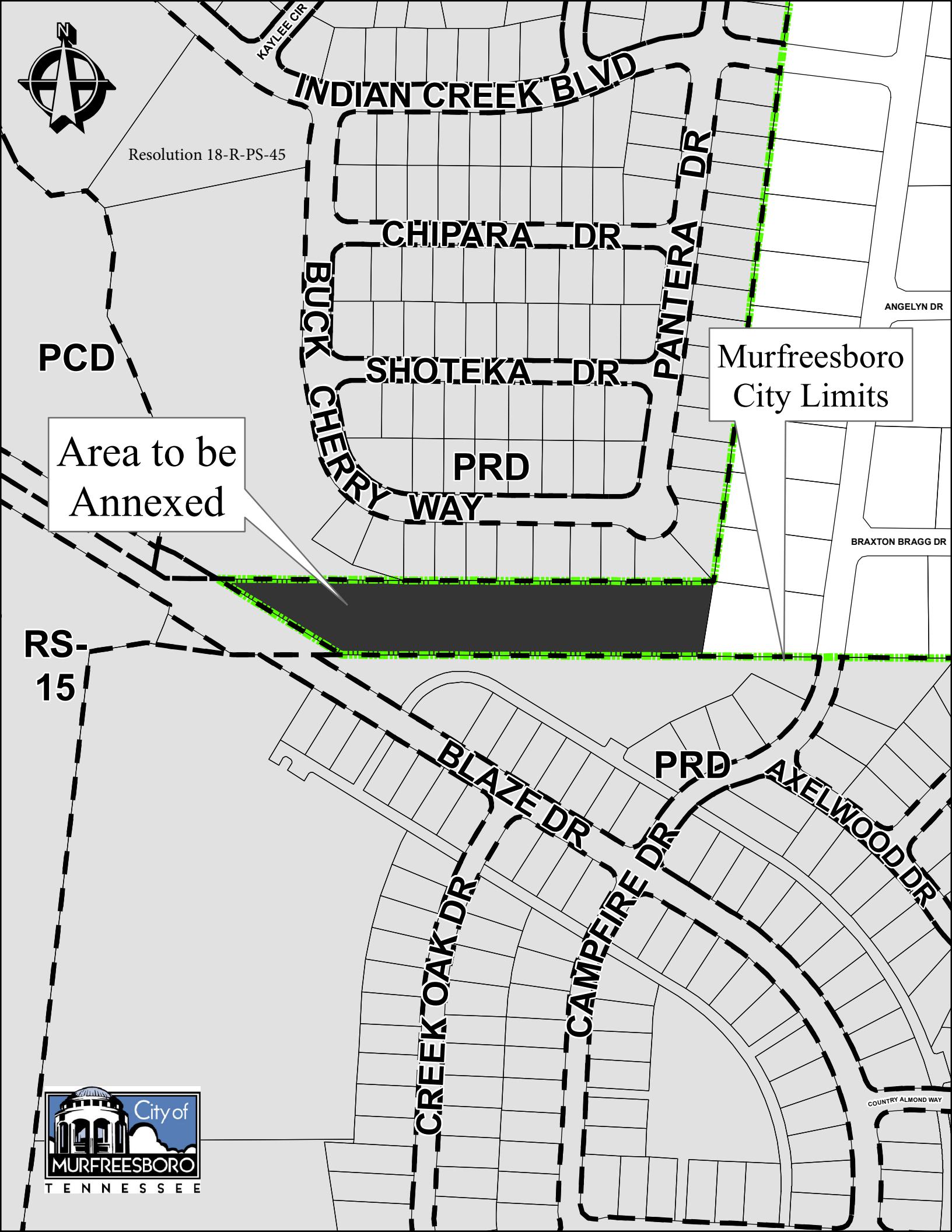
ATTEST:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

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

SEAL



**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG THE EAST SIDE  
OF BLAZE DRIVE  
INCLUDING PLAN OF SERVICES  
(FILE 2018-506)**



**PREPARED FOR THE JULY 11, 2018 PLANNING COMMISSION PUBLIC HEARING  
REVISED JULY 20, 2018 FOR THE AUGUST 23, 2018 CITY COUNCIL PUBLIC HEARING**

# **INTRODUCTION**

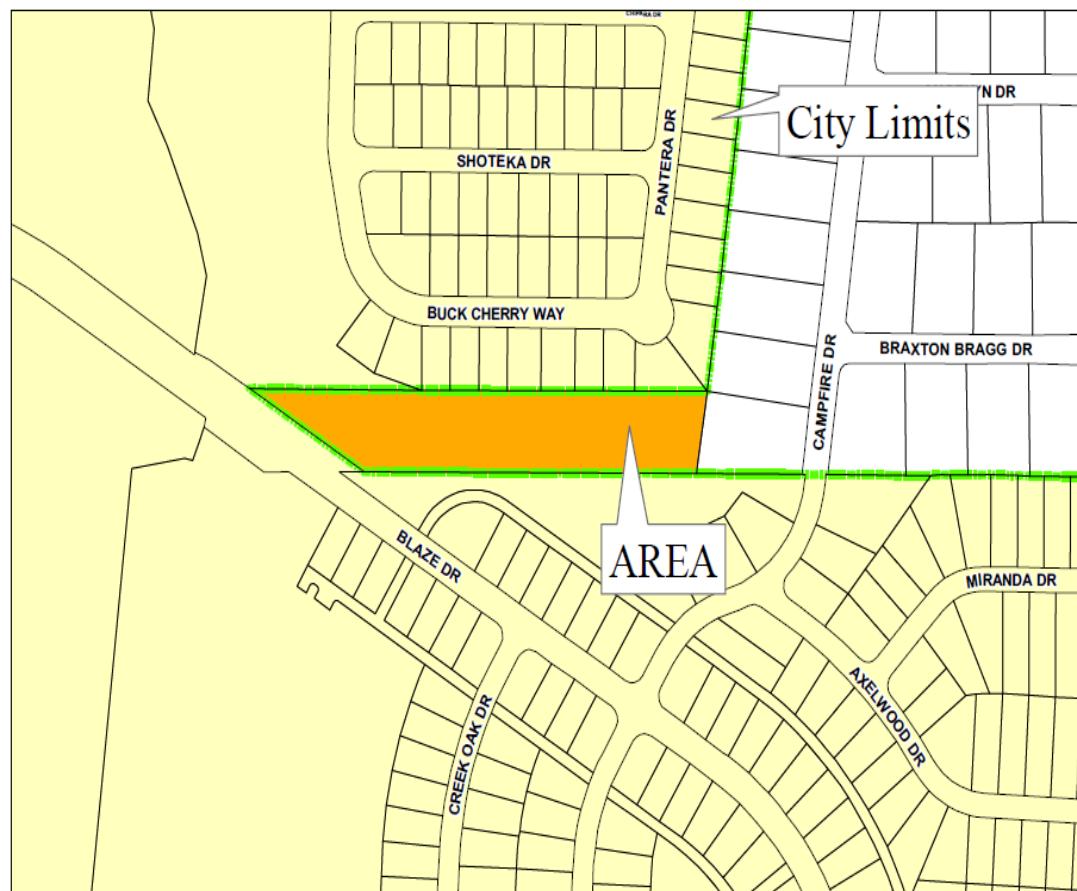
## OVERVIEW

Bo and Hope O'Brien have initiated a petition to annex into the City of Murfreesboro the parcel depicted in orange on the map to the right. A companion zoning request for RS-A, Type 2 (Single-Family Residential Attached District, Suburban Townhouse) has been submitted simultaneous with the annexation.

The subject property is located east of Blaze Drive and south of Buck Cherry Way. A barn currently exists on this property. The total study area is 2.29 acres, and consists of:

- Tax Map 92, Parcel 42.01

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



Annexation Request for Property Along Blaze Drive



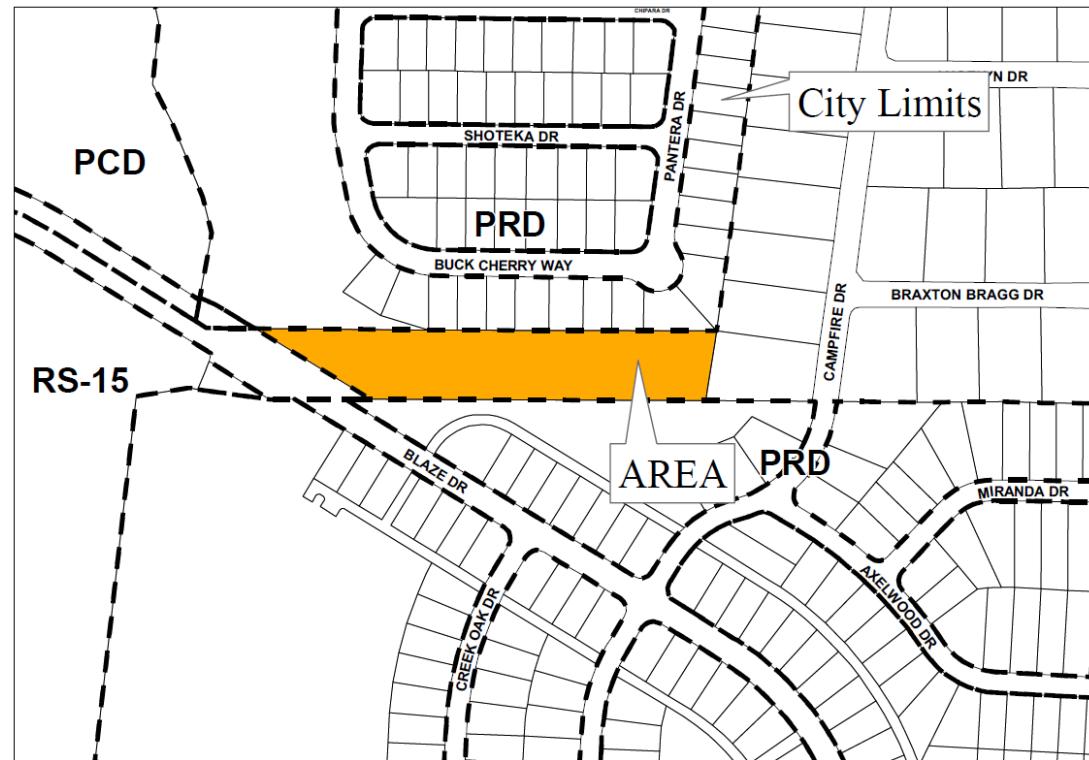
GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesboro.gov](http://www.murfreesboro.gov)

## CITY ZONING

Simultaneous with the annexation, a request for rezoning for the subject property to RS-A, Type 2 is requested. The application for rezoning is being made by Jack Parker of Catalyst Design Group.

The subject property is zoned Residential Medium-Density (RM) in the unincorporated area of Rutherford County. This zone is similar to the City's RS-15 (Single-Family Residential District 15) zone.

The nearest City incorporated properties are directly adjacent to the north, south, and west of the property. The subject property abuts Planned Residential Development (PRD) zoning to the north and south, and RS-15 to the west.

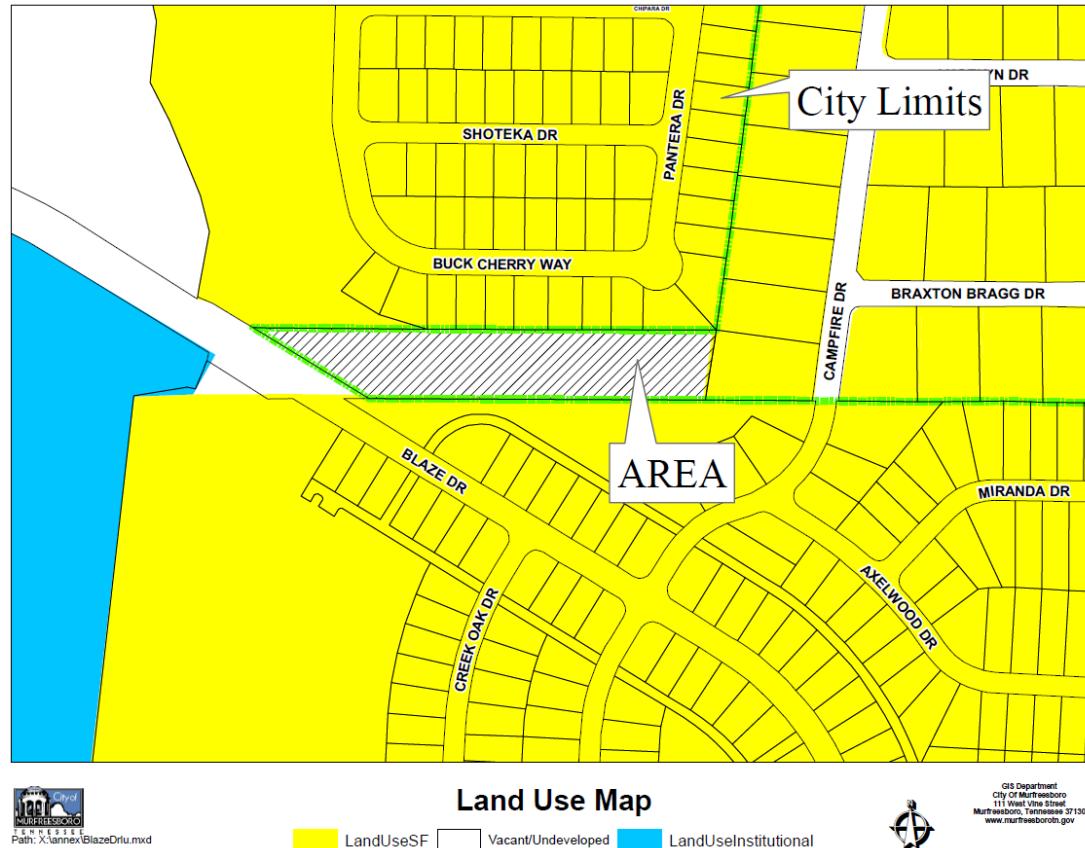


GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesboro.gov](http://www.murfreesboro.gov)

## PRESENT AND SURROUNDING LAND USE

The study area contains a barn. Surrounding land uses include:

- Single family residential, as shown in yellow,
- Vacant Undeveloped, unshaded.
- Institutional (Blackman Elementary School), blue.



## **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 \$0.9494/\$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***

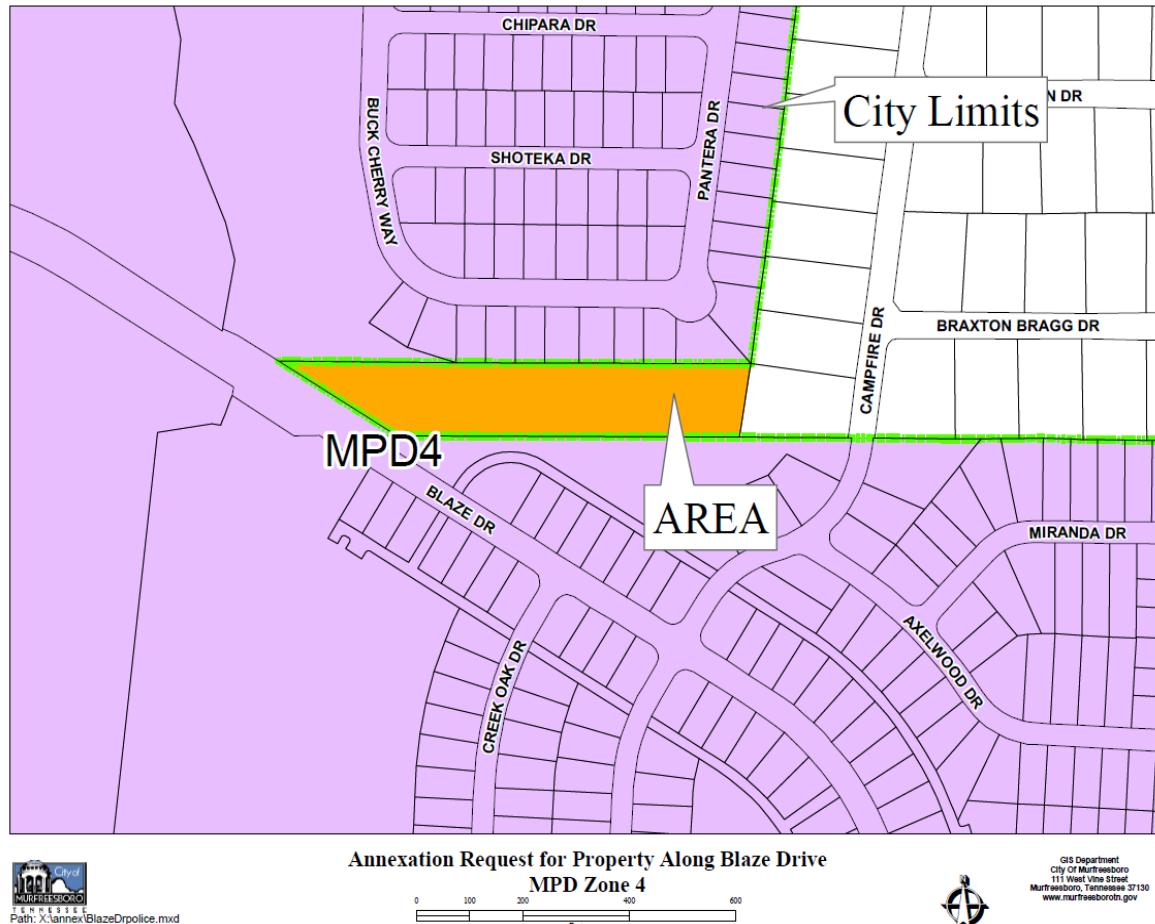
<b>Owner of Record</b>	<b>Parcel ID</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Bo K. O'Brien	092-042.01-000	2.29	\$11,800	\$0	\$2,950	\$28

## **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. This property is located in Police Zone #4.



## **STREETS AND ACCESS**

The annexation study area does not include any public right-of-way. The study area has access to the existing Blaze Drive to the west. Blaze Drive is an existing 3-lane curb and gutter section that is transitioning to a 2-lane curb and gutter section in front of this property. New development along this route may require an extension of the center turn lane. Any new connections to Blaze Drive must be approved by the City Engineer. With the proposed zoning of RS-A Type 2, no new public roadways would be anticipated on this property.

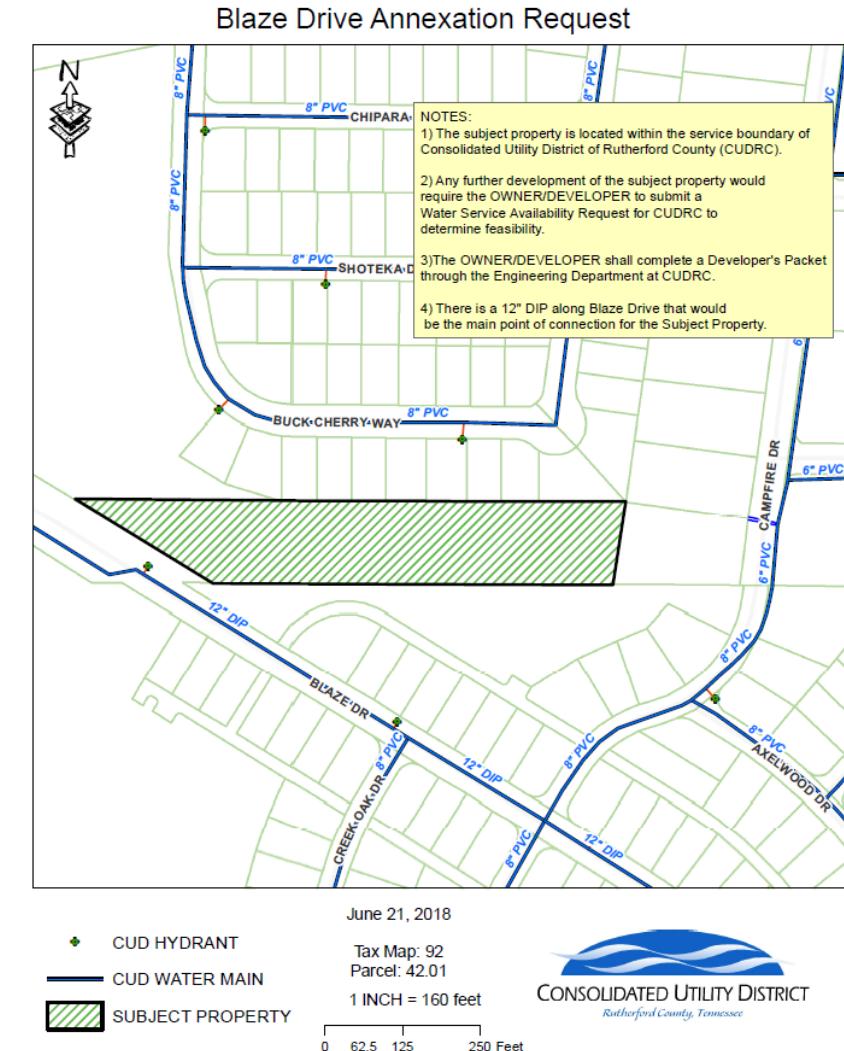
The study area is not affected by the City's 2040 Major Transportation Plan.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The study area is served by Blaze Drive to the west. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Blaze Drive to be operating at a Level of Service A from Fortress Blvd to Franklin Road with a small portion operating at level of service B in the transition from 3 lanes to 2 lanes. The 2040 Level of Service Model indicates that Blaze Drive operates at a Level of Service C from Fortress Blvd to Franklin Road without the proposed improvements recommended in the 2040 Plan. With the improvements proposed in the 2040 plan, this section of roadway will operate at a level of service B.

## WATER SERVICE

The subject property is located within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). Any further development of the subject property would require the owner/developer to submit a Water Service Availability Request to CUDRC to determine feasibility. There is a 12" DIP along Blaze Drive that would be the main point of connection for the subject property.



## SANITARY SEWER SERVICE

Per the Murfreesboro Water Resources Department's current definition of "available", public sanitary sewer is available to the property. However, it will require an open-cut of Blaze Drive to connect to an existing manhole and an 8" sewer main extension to the property. Depending on the location/angle of this extension an easement may need to be obtained from Blackman Farm Homeowners Association for the extension.

The subject parcel is located within the Overall Creek Sanitary Sewer Assessment District and will be assessed \$1000 per single-family unit or equivalent in addition to the current and standard connection fees.

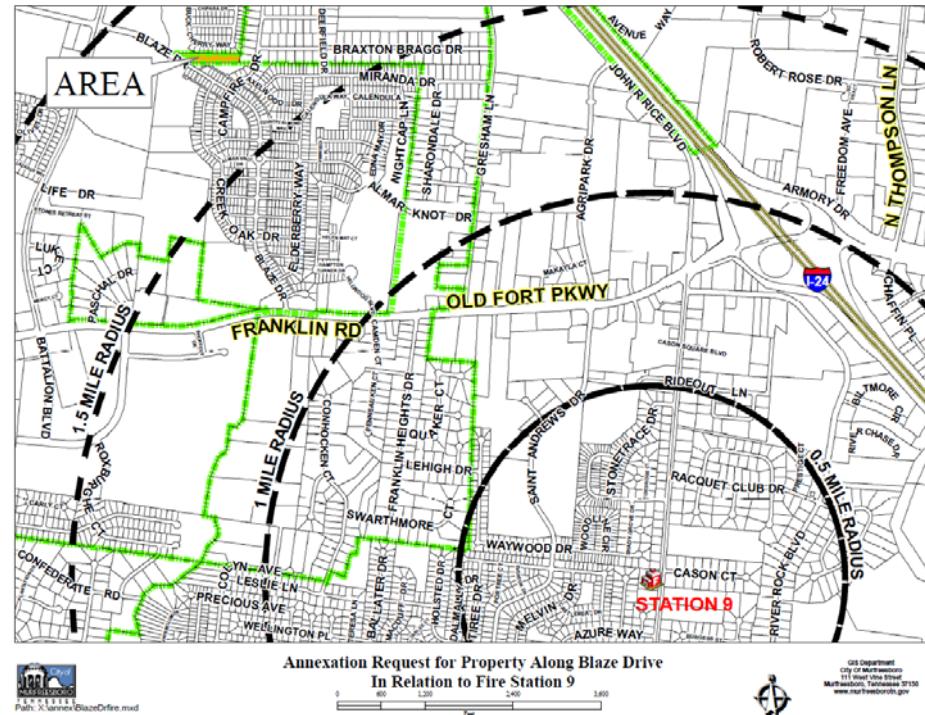
All main line extensions must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



## FIRE AND EMERGENCY SERVICE

Currently the subject parcel is located 2.6 miles from Fire Station #9 (802 Cason Lane) and will be 0.4 miles from the proposed Station #11 (Blaze Drive) upon its projected completion in Summer 2019. The Murfreesboro Fire and Rescue Department (MFRD) will provide fire protection to the requested parcel upon the effective date of annexation, provided that the existing structure on the property (a barn) is removed prior to the effective date of annexation. There is currently no means of gaining access to this structure by fire apparatus.

Upon development of the parcel, fire protection will be required to be installed.



## **SOLID WASTE COLLECTION**

The City will provide brush/debris removal every two to three weeks. The Zoning Ordinance requires that multi-family developments of more than 15 dwelling units utilize private solid waste collection service. However, there is a process by which townhome developments of greater than 15 units can be approved for City solid waste collection service. If City service is approved as a part of the development review process, the City will provide weekly curbside solid waste collection service upon development. The proposed zoning will allow a maximum of 27 homes. The potential cost for the purchase, assembly, and delivery of solid waste carts is \$3,059.10 (\$113.30 x 27 homes). Cost for servicing the carts will not be available until a layout of the proposed development is available. However, using a general formula of \$100.92 per year, the annual pick-up cost for 27 homes would be \$2,724.84. The initial day of service would be Thursday.

## **ELECTRIC SERVICE**

The study area is located within Murfreesboro Electric Department's (MED) service boundary. Murfreesboro Electric has facilities and capacity in place along Blaze Drive to serve the development.

## **STREET LIGHTING**

Streetlights will be installed if public streets exist within the development. The developer will be responsible for all of MED's aid to construction cost. The aid to construction costs will be determined during the site plan review process when an electric design is finalized. Private street lighting will be available upon request.

## **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. This area is currently zoned for Overall Creek Elementary. The school is currently over capacity, but within one year, the City should have a new school open on its west side, which will shift some students out of Overall Creek Elementary. Therefore, by August of 2019 the school system will be able to accommodate any additional elementary school students generated by development on the subject parcel.

## **RECREATION**

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.

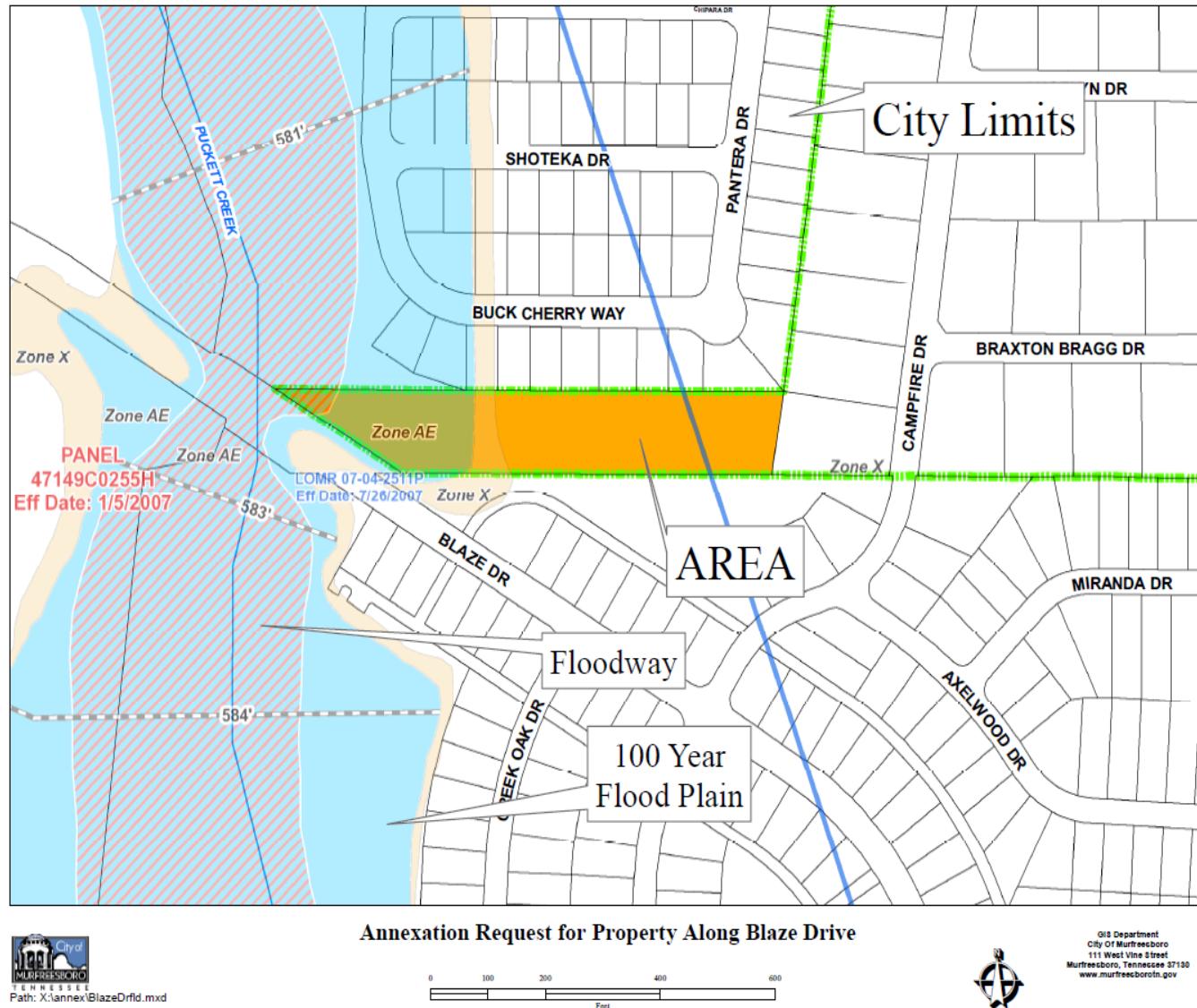
## **BUILDING AND CODES**

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

A small portion of the study area is 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 floodplain is located approximately 530 feet west from the eastern property line of the subject parcel. The adjacent map shows the floodway boundary in hashed pink 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. 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**

### Storm Water Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has no single-family residences and will generate \$0 per year in revenue for the Stormwater Utility Fee.

The subject property is likely to be developed with a townhome project. Based on this development scenario, it is anticipated that the site will generate approximately \$800 annually in revenue for the Stormwater Utility Fund upon full build-out.

## **DRAINAGE**

### Public Drainage

The study area currently contains no public drainage facilities but it does have access to the public drainage facility on Blaze Drive. Upon annexation and development under the proposed zoning of RS-A (Type 2), any new drainage facilities would be anticipated to be private. Future operation and maintenance costs, if any are proposed, are anticipated to be paid from the Stormwater Utility Fee and State Street Aid. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

### Regional Drainage Conditions

This property drains directly to Puckett Creek which is located just west of the study area. Roughly a third of this property is located in the 100-year floodplain. Any future development on this property will need to comply with the City's floodplain management ordinance.

## PROPERTY AND DEVELOPMENT

The property is long and narrow with only a small amount of frontage along Blaze Drive. A portion of the frontage is encumbered with the approach and guardrails for the bridge over Puckett Creek. This could make providing a connection to Blaze Drive for this property more challenging.

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

Improvements to and right-of-way for Blaze Drive should be incorporated into the development plans.

## ANNEXATION FOLLOW-UP

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

**RESOLUTION 18-R-A-45** to annex approximately 2.29 acres along Blaze Drive, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Hope and Bo O'Brien, applicants. [2018-506]

**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-45** on August 23, 2018; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on June 6, 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-45**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

---

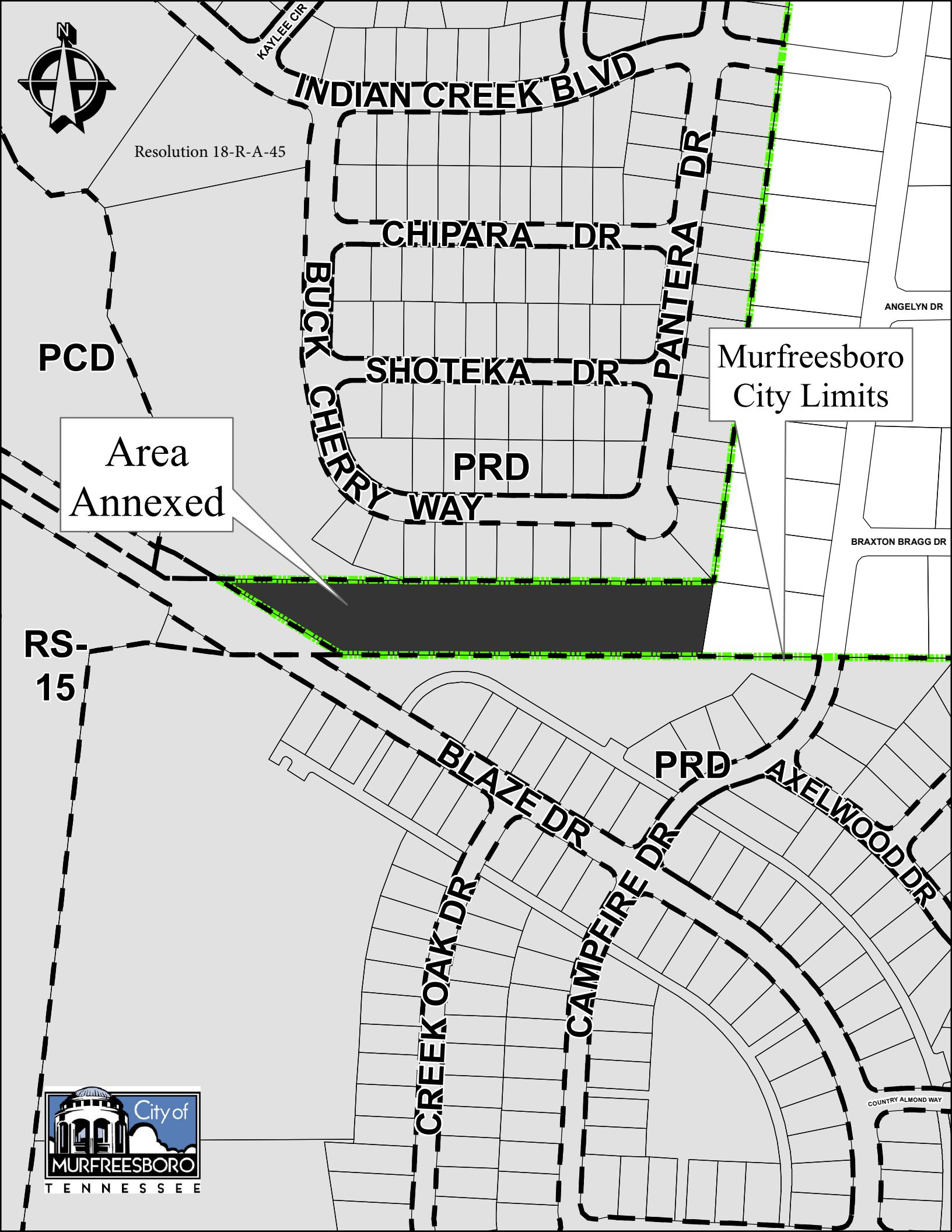
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

---

Adam F. Tucker  
Interim City Attorney

SEAL



**ORDINANCE 18-OZ-45** 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 2.29 acres along Blaze Drive as Single Family Attached, Type 2 (RS-A2) District simultaneous with annexation; Catalyst Design Group, applicant. [2018-422]

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

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

**SECTION 2.** That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Single Family Attached, Type 2 (RS-A2) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

---

Shane McFarland, Mayor

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

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

ATTEST:

APPROVED AS TO FORM:

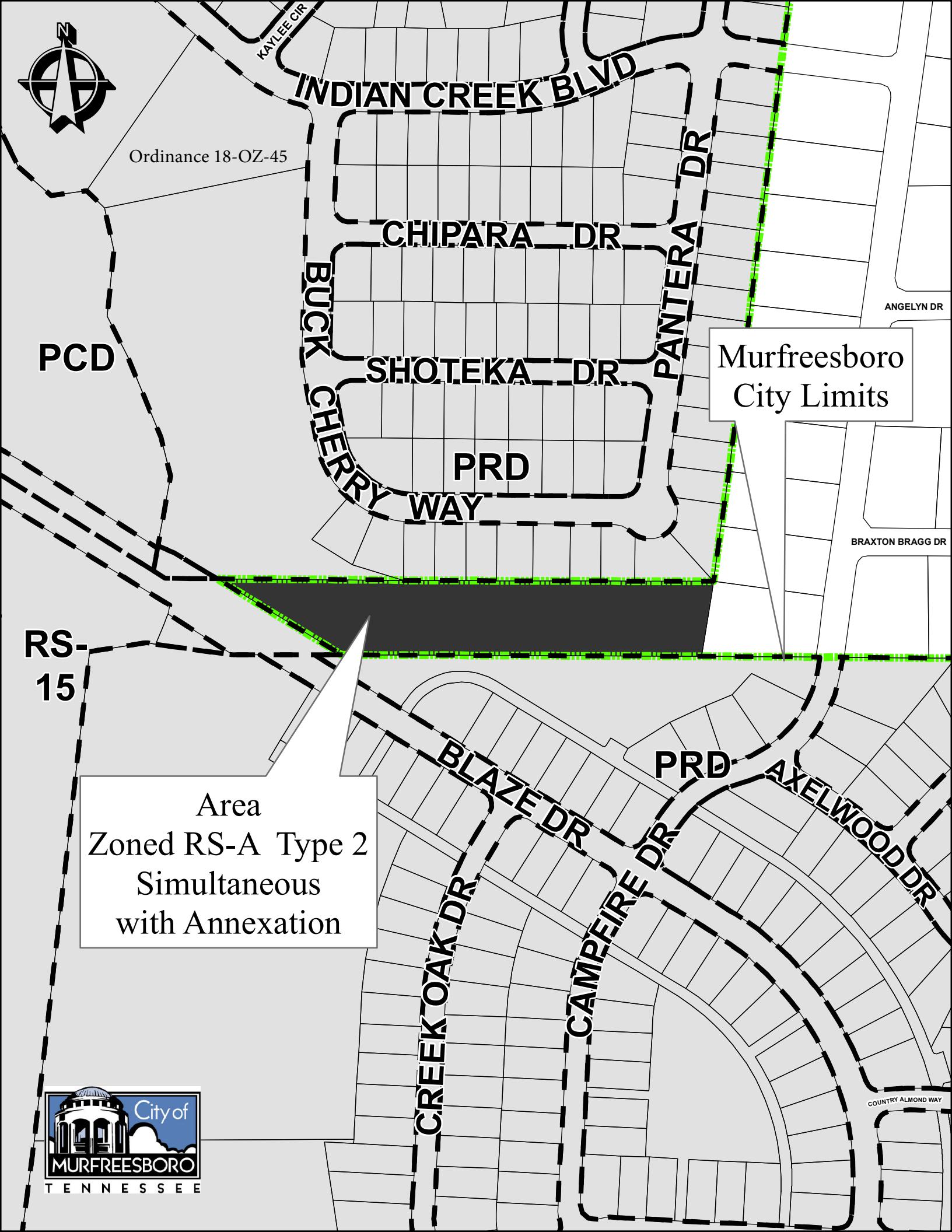
---

Melissa B. Wright  
City Recorder

---

Adam F. Tucker  
Interim City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Amending Planned Residential Development District for approximately 5.02 acres in the Sunset Ridge PRD located along Warmingfield Drive [2018-419]  
[Public Hearing Required] (First Reading)

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Amendment to the Sunset Ridge PRD located along Warmingfield Drive.

## Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance amending the zoning as requested.

The Planning Commission unanimously recommended approval of the amendment by a vote of 4-0.

## Background Information

O'Brien Loyd presented to the City a zoning application [2018-419] for approximately 5.02 acres located along Warmingfield Drive to amend the PRD (Sunset Ridge PRD). During its regular meeting on July 11, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

## Council Priorities Served

### *Engaging Our Community*

Public hearings are the official source of public input from the citizenry for annexation petitions and zoning applications.

## Fiscal Impacts

None.

**Attachments:**

1. Ordinance 18-OZ-46
2. Map of the area
3. Planning Commission staff comments and minutes
4. PRD Pattern book
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS  
JULY 11, 2018**

**4.d. Zoning application [2018-419] PRD amendment for Sunset Ridge PRD on approximately 5.02 acres located along Warmingfield Drive, O'Brien Loyd, LLC applicant.**

The subject property is located along the north side of Warmingfield Drive just west of Manchester Pike. It is a part of the Sunset Ridge PRD (Planned Residential District) that was approved in 2004. The Sunset Ridge PRD contains single-family residential detached lots (the Everbrite Pointe and Del Sol Commons subdivisions) and single-family residential attached townhomes (The Villas at Del Sol, which is under construction, and Aurora Place). The requested property, totaling 5.02 acres, is the location of the Villas at Del Sol townhome development (formerly identified as Sundust Retreat). The original developer of Sunset Ridge is no longer involved in its development. The current developer would like to implement some changes to The Villas at Del Sol that are more consistent with his vision for the development. Those changes are outlined in the attached pattern book submitted with this PRD amendment request. They are as follows:

- 1) A 25'-wide landscape buffer was proposed around the perimeter of the Villas at Del Sol in the 2004 pattern book. However, the 2004 pattern book was somewhat ambiguous about the actual design of this landscape buffer. The amendment proposes to change the required buffer to a standard 10'-wide Type B buffer. This will provide clarity for design and enforcement purposes and will also consume less of the site than the original 25'-wide buffer.
- 2) The 2004 pattern book called for a white PVC fence around the perimeter of the site. The current developer desires to install PVC privacy fences around the back patios of each unit instead and is seeking to make this change as a part of this amendment request.
- 3) The 2004 pattern book called for decorative street lights. The current developer seeks to amend the pattern book to use standard Murfreesboro Electric Department street lights instead.
- 4) The 2004 pattern book called for decorative street signs. The current developer seeks to amend the pattern book to use standard City of Murfreesboro street signs instead.

All other existing requirements from the original Sunset Ridge PRD, including those for the Villas at Del Sol (Sundust Retreat), will remain in effect.

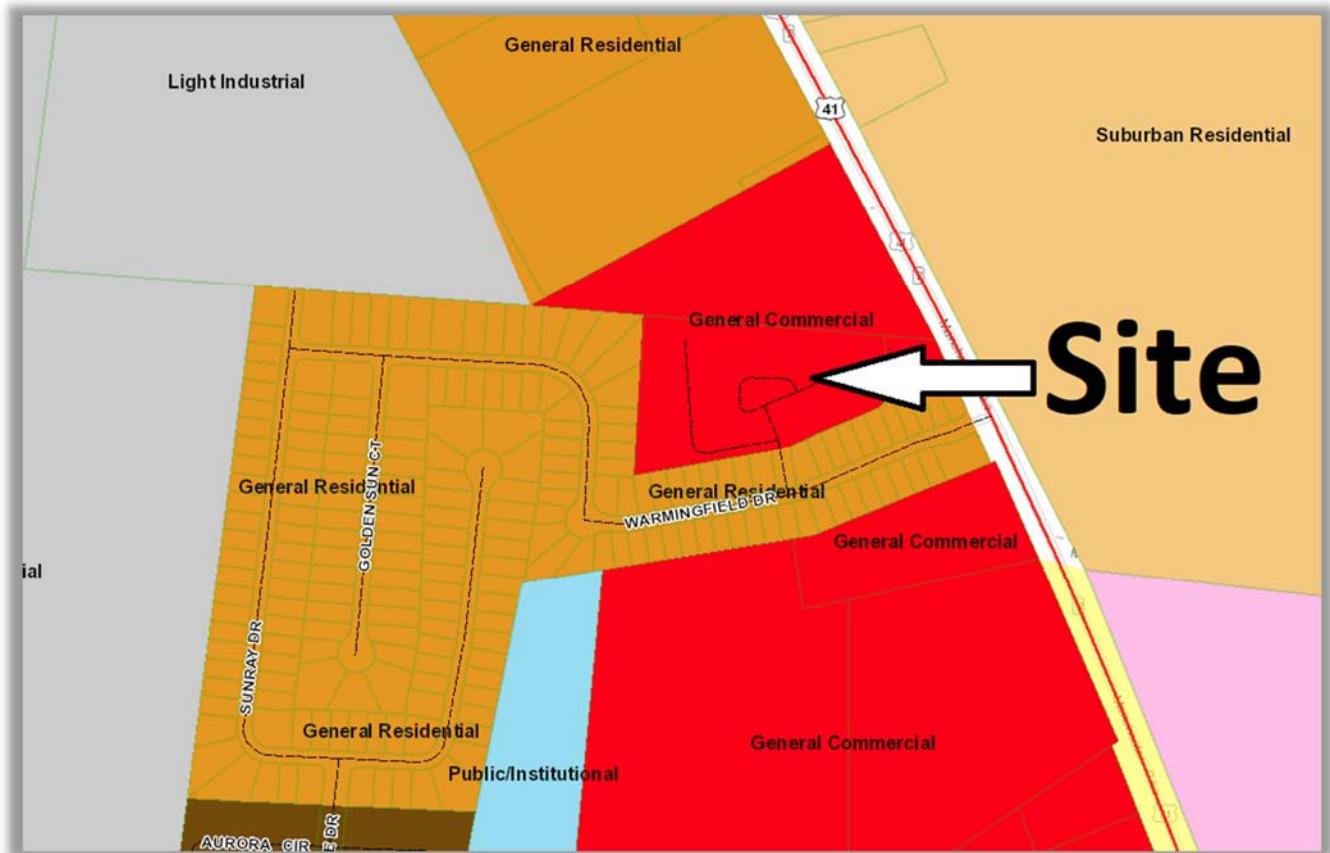
To the north of the subject property is a single-family residential estate lot in the unincorporated County. Directly to the east of the subject property is a vacant

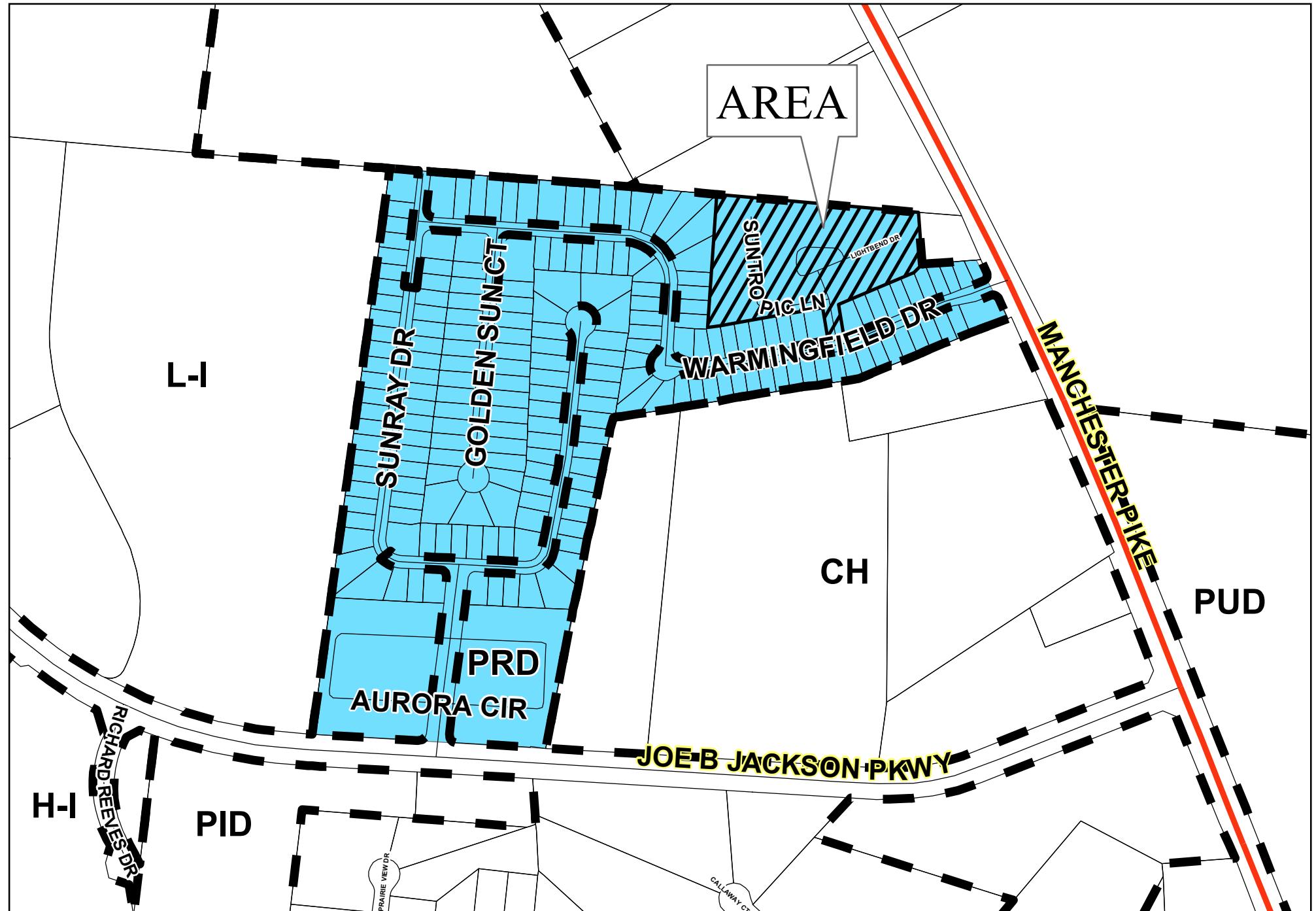
parcel, also in the unincorporated County. To the south and to the west of the subject property is the Del Sol Commons single-family residential subdivision, which is a part of the Sunset Ridge PRD.

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) Commercial*. This land use classification “includes high-intensity commercial businesses that have a trade area outside of Murfreesboro.” It does not appear that the future land use map took into account the approved PRD zoning and the existing land use entitlement for the subject property.

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





**Zoning Request for Property Along Warmingfield Drive  
PRD Amendment (Sunset Ridge PRD)**

0 250 500 1,000  
Feet





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)

V.11.5  
Dd Sol  
Chip Loy  
(#10963  
5/29/2018)

## 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: Ob...n Loy LLC (Chip Loy)

Address: 1580 Old F... Pkwy City/State/Zip: Murf Tn 37125

Phone: 615-394-6901 E-mail address: Chiploy2@Yahoo.com

PROPERTY OWNER: Ob...n Loy

Street Address or  
property description: V.11.5 at Dd Sol

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

Existing zoning classification: \_\_\_\_\_

Proposed zoning classification: \_\_\_\_\_ Acreage: \_\_\_\_\_

Contact name & phone number for publication and notifications to the public (if different from the  
applicant): \_\_\_\_\_

E-mail: \_\_\_\_\_

APPLICANT'S SIGNATURE (required): CGJ

DATE: 5/29/2018

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

Date received: 5-31-18 MPC YR.: 18 MPC #: 419

Amount paid: \$600.00 Receipt #: 364172



2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

May 31, 2018

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

Re: Rezoning Request

Described as Tax Map #126, Parcel 50.25 consisting of 40 +/- acres on Joe B. Jackson in Murfreesboro.

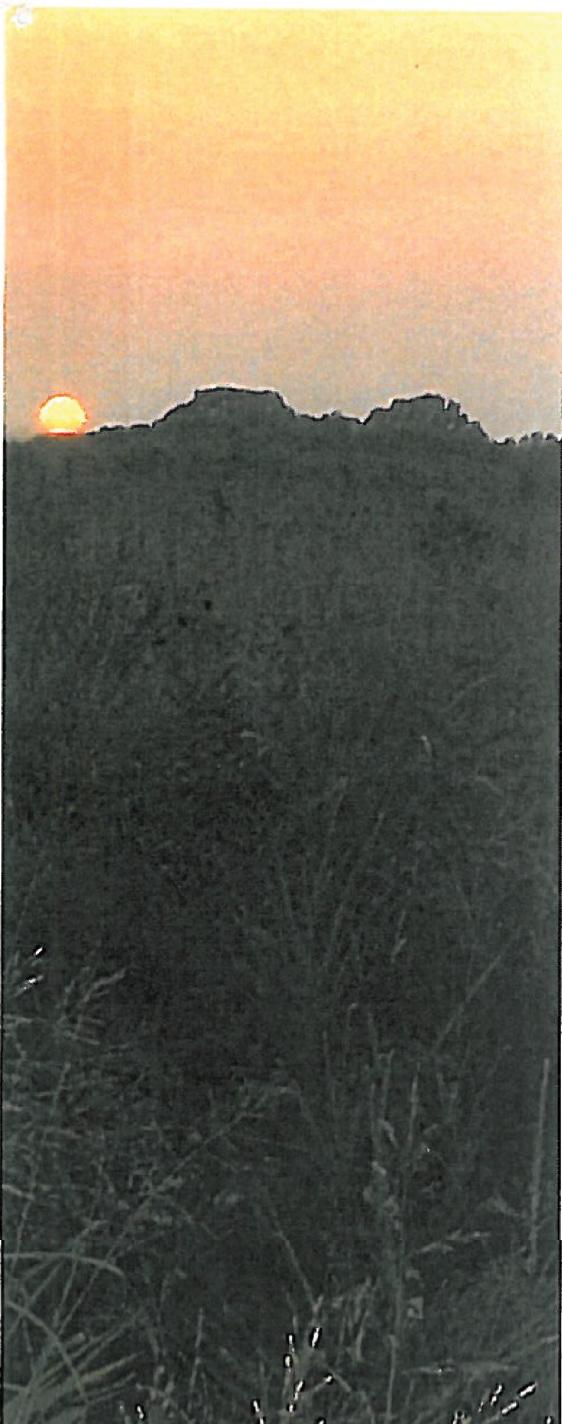
Dear Mr. Whitaker:

On behalf of our client, Mr Chip Lloys, we hereby request to rezone the property located at Tax Map #126, Parcel 50.25 currently zoned PRD to PRD (Amended). See the attached exhibit for the exact property line. Thank you for considering our request.

Sincerely,  
Huddleston-Steele Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Clyde Rountree'.

Clyde Rountree, RLA



# **Sunset Ridge PRD**

## **Amended Planned Residential Development**

**Amendment  
for the  
Villas at Del Sol  
(formerly known as Sundust Retreat)**

**Revised August 9, for the August 23, 2018 City Council  
public hearing**

Plans Prepared By:

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

Sunset Ridge consist of forty-seven acres of land located principally on Joe B. Jackson Parkway approximately three-fourths of a mile east of the Joe B. Jackson interchange at Interstate 24 and approximately one-fourth of a mile west of the intersection of Joe B. Jackson Parkway and Manchester Pike. The Sunset Ridge PRD, which we desire to amend, was originally approved in 2004.

The pattern book has been a successful guide for the project, however, several design elements within the book need to be adjusted. The elements of time and economics have impacted the feasibility to effectively execute every detail of the booklet. As a result, the developer would like to amend the book with the requests listed below. The amendments below pertain the portion of the PRD called Sundust Retreat, which is now known as the Villas at Del Sol. All other aspects of the original PRD, including those pertaining to the Sundust Retreat, will remain in effect.

- 1) Replace the 25' landscape buffer along the perimeter with a 10' wide 'B' Type Buffer.
- 2) Replace a white PVC fence along the perimeter of the site with earth tone PVC fencing around the individual patios.
- 3) Replace the decorative street light fixture in the original pattern book with standard MED street light fixtures.
- 4) Replace the decorative street signs in the orginal pattern book with City Standard Street signs.

Each of these items will be detailed in the reminder of this document.



6' privacy fence around townhouse patios - earth tone color to be used.

Obrien Loyd, LLC  
1980 Old Fort Pkwy  
Murfreesboro, Tn 37130

May 23, 2018

Matthew Blomeley  
Murfreesboro Planning Department

Matthew.

Thank you so much for taking the time to meet with us last week to address aged zoning issues concerning our project the Villas at Del Sol. As discussed in our meeting, we are looking to make changes to our project's existing zoning, dated 2004-2005. Back then, landscaping and zoning were not as clarified as they are today. We are looking to align our project's aged zoning with current Murfreesboro zoning standards of projects similar to ours.

As you asked, here are the plan book changes we are requesting.

1. Change from an undefined 25 foot buffer, to a city defined class B buffer: We are looking to remove the 6 foot perimeter fence and instead provide individual privacy fences. This would allow for increased security and privacy for our customers, along with establishing a buffer.
2. Street Lighting: The aged plans call for black free standing lighting posts, which are inconsistent with current Murfreesboro Electric Plans. Our infrastructure is complete, as per MED request, and we are wishing to follow through with the MED provided more efficient and modern LED street lamps.
3. Street Signage: We are looking to change the project's street signage (stop signs, street name signs) to conform to normal city standards.

Thank you planning and staff for your time and effort to bring our aged zoning up to current Murfreesboro standards.

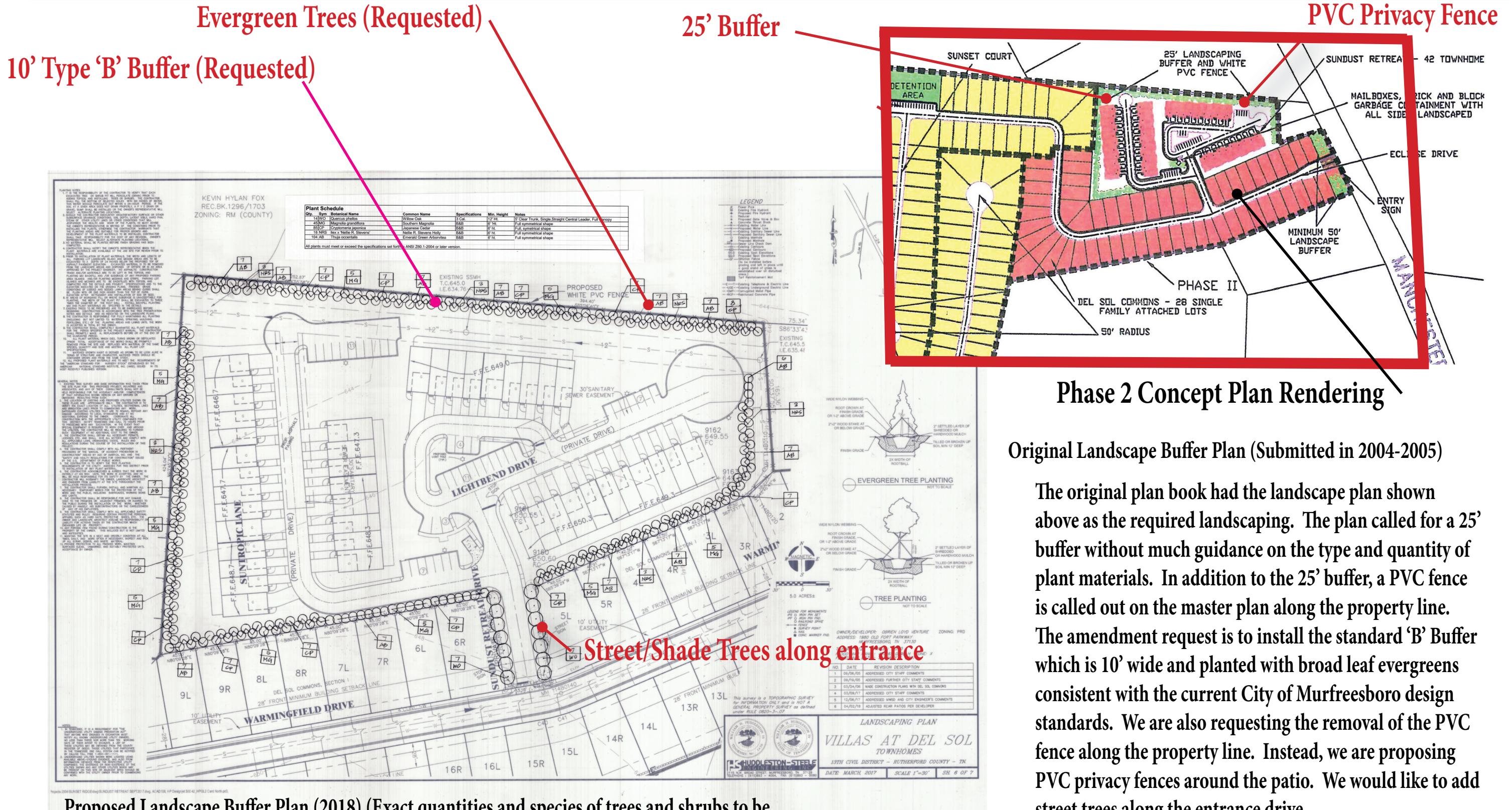
Yours,



Chip Loyd and Jim O'Brien

# Sunset Ridge PRD Amendment

PLANNED RESIDENTIAL DEVELOPMENT



# Sunset Ridge PRD Amendment

## PLANNED UNIT DEVELOPMENT

### Decorative light fixture in original pattern book



Requested light fixture  
standard MED street light

### Roadway Series 115

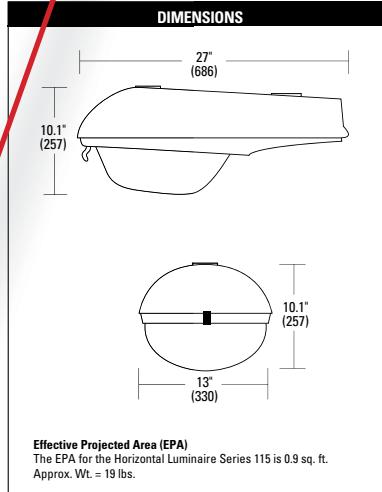
Roadway Lighting  
50-250W HPS, 70-250W MH

#### Features:

Rugged die-cast aluminum housing is powder-coated for durability and corrosion resistance  
Two-bolt mast arm mount provides easy, secure installation and adjustability for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Optional four-bolt mounting provides extra security in high-vibration applications  
Die-cast trigger latch on doorframe enables easy and secure one-hand opening for re-lamping and maintenance  
Large surface area "breathing seal" gasket seals the optical chamber to prevent intrusion by insects and environmental contaminants. Heat-resistant gasket material remains effective over the life of the fixture  
Wildlife shield is cast into the housing (not a separate piece) on the two-bolt unit and is easily adjustable for 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) mast arms  
Photocontrol receptacle is adjustable without tools  
Anodized aluminum reflectors provide uniform lighting distribution with borosilicate glass, acrylic, or polycarbonate refractor  
New DTL photocontrol for solid-state lighting (available with PCSS option) exceeds ANSI C136.10 criteria  
NEMA wattage label, terminal block, and NEMA photocontrol receptacle are standard  
E39 mogul base socket standard  
Suitable for -30°C MH / -40°C HPS  
Complies with ANSI: C136.2, C136.10, C136.14, C136.15, C136.17, C136.31

#### PREFERRED SELECTION CATALOG NUMBERS

115 10S RN 120 R2 DA  
115 15S CA MT1 R2 DA EC  
115 15S RH 120 R2 DA  
115 25S CA MT1 R3 DG EC



Note: Specifications subject to change without notice.

Sheet # RW-115-A

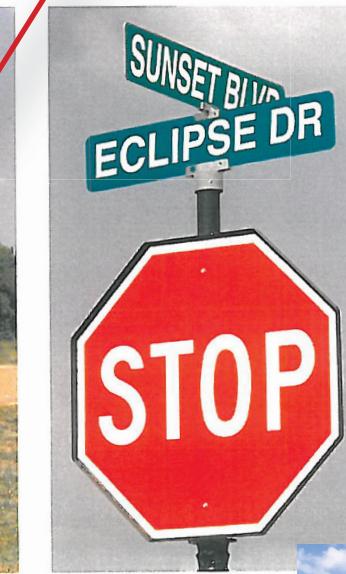


### Decorative street sign in original pattern book



TYPICAL STREET SIGNAGE AND ENTRANCE

- BLACK WROUGHT IRON POLES
- STREET NAMES ON GREEN PANEL WITH WHITE REFLECTIVE LETTERING



Requested street sign as per  
the City standard

The amendment also proposes to change both the light fixtures and the street signage requirements as depicted above so they are no longer required to be decorative. The proposed light fixture will be the standard Murfreesboro Electric Department light fixture. The benefit of this request is the new lamps are LEDs and therefore, more energy efficient.

The proposed street signage will be City standard. The benefit of the request is simple to stay with the City standard.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

Mr. Matthew Blomeley explained the proposed use for townhomes would be for sale units. However, if there are no restrictive covenants in place the units could become rental units. The Planning Commission should decide if this request is compatible in density with the existing subdivisions in the area.

The Planning Commission continued with discussions regarding the property having limitations due to it being in the floodplain. The proposed development may allow up to eight units per acre instead of the maximum of twelve units per acre once the applicant meets all city requirements.

**Ms. Kathy Jones made a motion to approve subject to all staff comments, seconded by Mr. Ken Halliburton. There was one no vote made by Mr. Eddie Smotherman. The motion passed.**

Zoning application [2018-419] PRD amendment for Sunset Ridge PRD on approximately 5.02 acres located along Warmingfield Drive, O'Brien Loyd, LLC applicant. Mr. Matthew Blomeley began by describing the subject property located along the north side of Warmingfield Drive just west of Manchester Pike. It is a part of the Sunset Ridge PRD (Planned Residential District) that was approved in 2004. The Sunset Ridge PRD contains single-family residential detached lots (the Everbrite Pointe and Del Sol Commons subdivisions) and single-family residential attached townhomes (The Villas at Del Sol, which is under construction, and Aurora Place). The requested property, totaling 5.02 acres, is the location of the Villas at Del Sol townhome development (formerly identified as Sundust Retreat). The original developer of Sunset Ridge is no longer involved in its development. The current developer would like to implement some changes to The Villas at Del Sol that are more consistent with his vision for the development. Those changes are outlined in the attached pattern book submitted with this PRD amendment request. They are as follows:

- 1) A 25'-wide landscape buffer was proposed around the perimeter of the Villas at Del Sol in the 2004 pattern book. However, the 2004 pattern book was somewhat ambiguous about

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

the actual design of this landscape buffer. The amendment proposes to change the required buffer to a standard 10'-wide Type B buffer. This would provide clarity for design and enforcement purposes and would also consume less of the site than the original 25'-wide buffer.

- 2) The 2004 pattern book called for a white PVC fence around the perimeter of the site. The current developer desires to install PVC privacy fences around the back patios of each unit instead and is seeking to make this change as a part of this amendment request.
- 3) The 2004 pattern book called for decorative street lights. The current developer seeks to amend the pattern book to use standard Murfreesboro Electric Department street lights instead.
- 4) The 2004 pattern book called for decorative street signs. The current developer seeks to amend the pattern book to use standard City of Murfreesboro street signs instead.

All other existing requirements from the original Sunset Ridge PRD, including those for the Villas at Del Sol (Sundust Retreat), would remain in effect.

To the north of the subject property is a single-family residential estate lot in the unincorporated County. Directly to the east of the subject property is a vacant parcel, also in the unincorporated County. To the south and to the west of the subject property is the Del Sol Commons single-family residential subdivision, which is a part of the Sunset Ridge PRD.

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) Commercial*. This land use classification “includes high intensity commercial businesses that have a trade area outside of Murfreesboro.” It does not appear that the future land use map took into account the approved PRD zoning and the existing land use entitlement for the subject property.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

Ms. Kathy Jones wanted to know if the number of units were changing? Mr. Blomeley answered no. All other aspects of this PRD development pertaining to this townhome element would not be changing. There are four items changing that had been mentioned and the items have been provided in the applicant's program book.

Mr. Clyde Rountree and Mr. Chip Loyd were in attendance to address any questions regarding this proposal.

Chairman Bob Lamb opened the public hearing.

1. **Mr. Kevin Fox - 4056 Manchester Pike** – has concerns with the proposed two-story tall buildings being beside his property. He requested for additional buffer be put into place for sufficient screening that would address the height of the buildings and reduce noise beside his property.
2. **Mr. Larry Fitzsimmons - 3974 Manchester Pike** – this is not the first change request for this development. Over the years he has dealt with fireworks, loud parties, etc. He requested for the twenty-five-foot buffer remain with this development.
3. **Mr. Dylan Ziemian - 1927 Warmingfield Drive** – requested for the twenty-five-foot buffer remain. In addition, he requested for a privacy fence be installed to prevent foot traffic or a cut thru occurring towards the commercial area.

Chairman Bob Lamb closed the public hearing.

Mr. Rountree came forward to address the neighbor's concerns. He made known the Type B buffer would a double row of six-foot tall evergreens. Over time the evergreens would become a solid green wall. This would help keep individuals migrating through the buffer. As far as a privacy fence, the applicant would prefer each individual home have their own privacy fence for their backyards.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION

## JULY 11, 2018

Mr. Sam Huddleston made known with this request the proposed buildings would not change. The space between the buildings in the development and the property lines are the same as the original plan. The space is still there. What is being added are the details on the plantings. In addition, there is an existing 25/30-foot sewer easement along the north line. That area is a no build easement for structures. The proposed structures would not move any further than what is being proposed. The 25/30-foot space would still be contained. Mr. Blomeley stated, the structures would be 40/50 feet off of the northern property line.

Chairman Bob Lamb commented the Planning Commission has two options:

1. A Type B buffer with a 10-foot setback or a twenty-five-foot buffer with no specifications on plant material; or,
2. Relieve the developer the responsibility of constructing a fence to replace with a patio screened fence.

Mr. Ken Halliburton wanted to know if a perimeter fence should be placed to eliminate foot traffic on properties or is there other ways to impede foot traffic. Mr. Clyde Rountree made known the buffer would not prohibit foot traffic; however, it would become more of a chore to walk through as the buffer matures. Mr. Huddleston made known several existing lots along Warmingfield Drive already have private fences on their rear lot line. The double row of evergreens would be a barrier for foot traffic. Mr. Blomeley made known there would be an internal sidewalk with this proposal that would lead to other sidewalk connections which would lead out of the subdivision towards the commercial property.

Mr. Chip Loyd - 2710 Battleground Drive came forward making known several homes in this development have different types of fencing. However, for the proposed townhomes it would include a Type B buffer and with a earth tone PVC fence around each individual patio area. The HOA would be responsible to maintain the fences and the buffer.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 11, 2018

Mr. Blomeley made known the applicant had deviated from the white PVC fence in the applicant pattern book on page 1. The earth tone PVC fence that had been presented should be addressed in the applicant's pattern book before final approval.

**Mr. Ken Halliburton made a motion to approve subject to the following:**

- 1. No perimeter fence required.**
- 2. The proposed white PVC fence is to be changed to an earth tone color in the applicant's program book.**

**The motion was seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Zoning application [2018-421] for approximately 6.8 acres located along Dill Lane to be rezoned from RS-10 to RS-A (Type 2), JCT Contracting, LLC applicant.**

Chairman Bob Lamb announced he would be abstaining from all discussion and vote regarding this zoning application. Therefore, the Planning Commission does not have a quorum to vote on this proposal. Due to the zoning application proposal being advertised the Planning Commission should conduct the public hearing but would defer action until the next Planning Commission meeting that is scheduled on July 18, 2018.

Mr. Mathew Blomeley began by describing the subject property, which totals approximately 6.8 acres, located along the west side of Dill Lane, south of Mercury Boulevard. It is currently zoned RS-10 (Residential Single-Family 10) and is developed with a church and a single-family residence. The applicants have the property under contract and have requested that the property be rezoned to RS-A, Type 2 (Residential Single-Family Attached District, Suburban Townhouse) in order to develop a townhome community.

The RS-A (Type 2) zone allows for single-family attached dwelling units at a maximum density of twelve (12) dwelling units per acre. At approximately 6.8 acres, the maximum number of

**ORDINANCE 18-OZ-46** 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 5.02 acres in the Planned Residential Development (PRD) District (Sunset Ridge PRD) located along Warmingfield Drive, as indicated on the attached map; O'Brien Loyd, LLC, applicant [2018-419].

**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: 1) changing the required 25' landscape buffer around the perimeter of the site to a 10' Type B landscape buffer; 2) changing the location of the proposed fencing around the perimeter of the site to the backs of the individual patios; and 3) using City standard street lights and signage instead of decorative street lights and signage.

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

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

Passed:

---

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

PRD  
Amended

L-I

PID



WARMING  
FIELD  
PRD DR  
SUNRAY DR  
AURORA CIR

SUNTRAIL LN  
LIGHTBEND DR  
DR

CH

JOE B-JACKSON-PKwy

PRRIEVIEW DR

TENBY DR CT

CALLAWAY



# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Mandatory Referral for the abandonment of a small portion of Williams Drive right-of-way [2018-711]  
[No Public Hearing Required)

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP

**Requested Council Action:**

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

---

## Summary

Consider request to abandon a small portion of Williams Drive right of way.

## Staff Recommendation

Approve the right of way abandonment/ mandatory referral request.

The Planning Commission unanimously recommended approval of the right of way abandonment request by a vote of 4-0 after a public hearing on August 1, 2018.

## Background Information

The subject right-of-way consists of a segment of Williams Drive right of way. This segment of right of way is a very small portion of Williams drive that is located at a previously anticipated intersection. Due to a change in the street connectivity to the adjacent Fountains development, this small portion of right of way is no longer needed and staff has instructed the applicant to request abandonment. This request is consistent with a previously approved right of way abandonment for the adjacent lot 5a.

Staff has conducted a right-of-way abandonment study, the results of which are attached in the form of a memo. The impacts of this right-of-way abandonment request appear to be minimal. Any approvals are subject to the applicant providing the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed. A plat depicting the abandonment and relocation of the subject property must be recorded. And, utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

## Fiscal Impacts

None.

## Attachments:

1. Planning Commission staff comments

2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS  
AUGUST 1, 2018**

**3.a. Mandatory Referral [2018-711] to consider the abandonment of a right-of-way located along Williams Drive, RBN Gateway Properties applicant.**

The subject right-of-way consists of a segment of Williams Drive right of way. This segment of right of way is a very small portion of Williams drive that is located at a previously anticipated intersection. Due to a change in the street connectivity to the adjacent Fountains development, this small portion of right of way is no longer needed and staff has instructed the applicant to request abandonment. This request is consistent with a previously approved right of way abandonment for the adjacent lot 5a.

Staff has conducted a right-of-way abandonment study, the results of which are attached in the form of a memo. The impacts of this right-of-way abandonment request appear to be minimal. If the Planning Commission wishes to recommend approval of this request, Staff recommends that it be subject to the following conditions:

- 1) The applicant will be responsible for providing the City Legal Department any necessary documentation to prepare the quitclaim deed. In addition, the applicant will be responsible for recording the quitclaim deed.
- 2) A plat depicting the abandonment and relocation of the subject property must be recorded.
- 3) Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

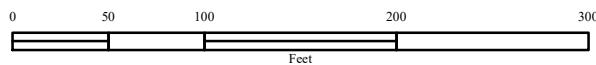
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



## Proposed Right-of-Way Abandonment Along Williams Drive



Path: X:\ROW Abandonment\WilliamsDrROWAbandon.mxd



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



June 28, 2018

**HAND DELIVERED**

Ms. Margaret Ann Green  
City of Murfreesboro  
Planning and Engineering Department  
111 W. Vine Street  
Murfreesboro, TN 37133

**RE: PARKWAY OFFICE PARK, SECTION 2, LOT 5  
TAX MAP 91A, GROUP C / 23.00  
REQUEST FOR RIGHT-OF-WAY ABANDONMENT**

Dear Margaret Ann:

On behalf of RBN Gateway Properties (the owners of this lot) and per recommendation of city staff, I am requesting abandonment of a small portion of right of way at the northeast corner of Parkway Office Park, Section 2, Lot 5. The right-of-way was dedicated to the City with the recordings of the final plat for Section II Parkway Office Park Commercial Subdivision, as shown on plat of record in plat book 34, page 205, in the register's office for Rutherford County. This portion right of way is no longer needed as a joint access drive between our lot and the adjoining lot to the east was never constructed, nor is it required as part of the approved site plan for this project. The requested abandonment area and description is shown on the attached exhibits.

Thank you for your help and please contact me if you have any questions or concerns.

Sincerely,



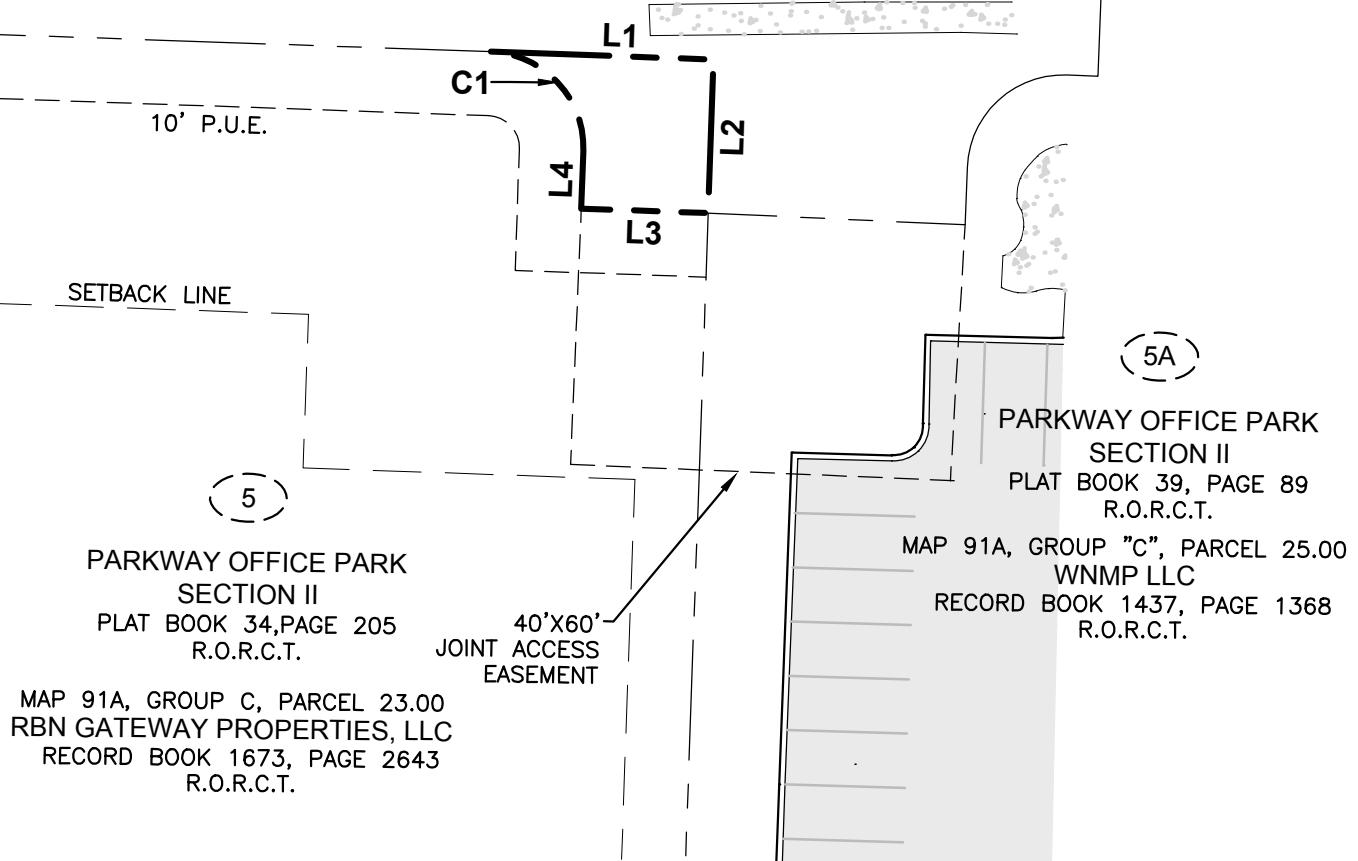
Kevin Guenther, Associate

**RAGAN-SMITH-ASSOCIATES, INC.**

Attachments:  
C: RBN Gateway Properties  
Candace Shriver (HMHA)

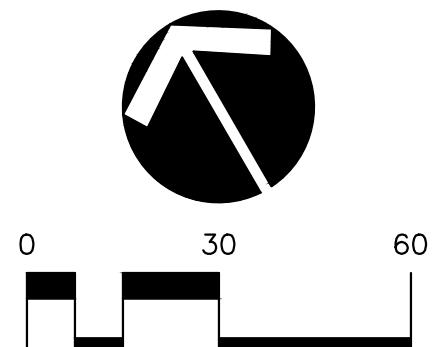
RIGHT OF WAY ABANDONMENT AREA 524 S.F. OR 0.01 AC.

WILLIAMS DRIVE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S57°56'54"E	34.83'
L2	S32°03'06"W	24.00'
L3	N57°56'54"W	19.84'
L4	N32°03'06"E	9.00'

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	15.00'	23.55'	89°57'51"	14.99	21.21'	N12°56'14"W



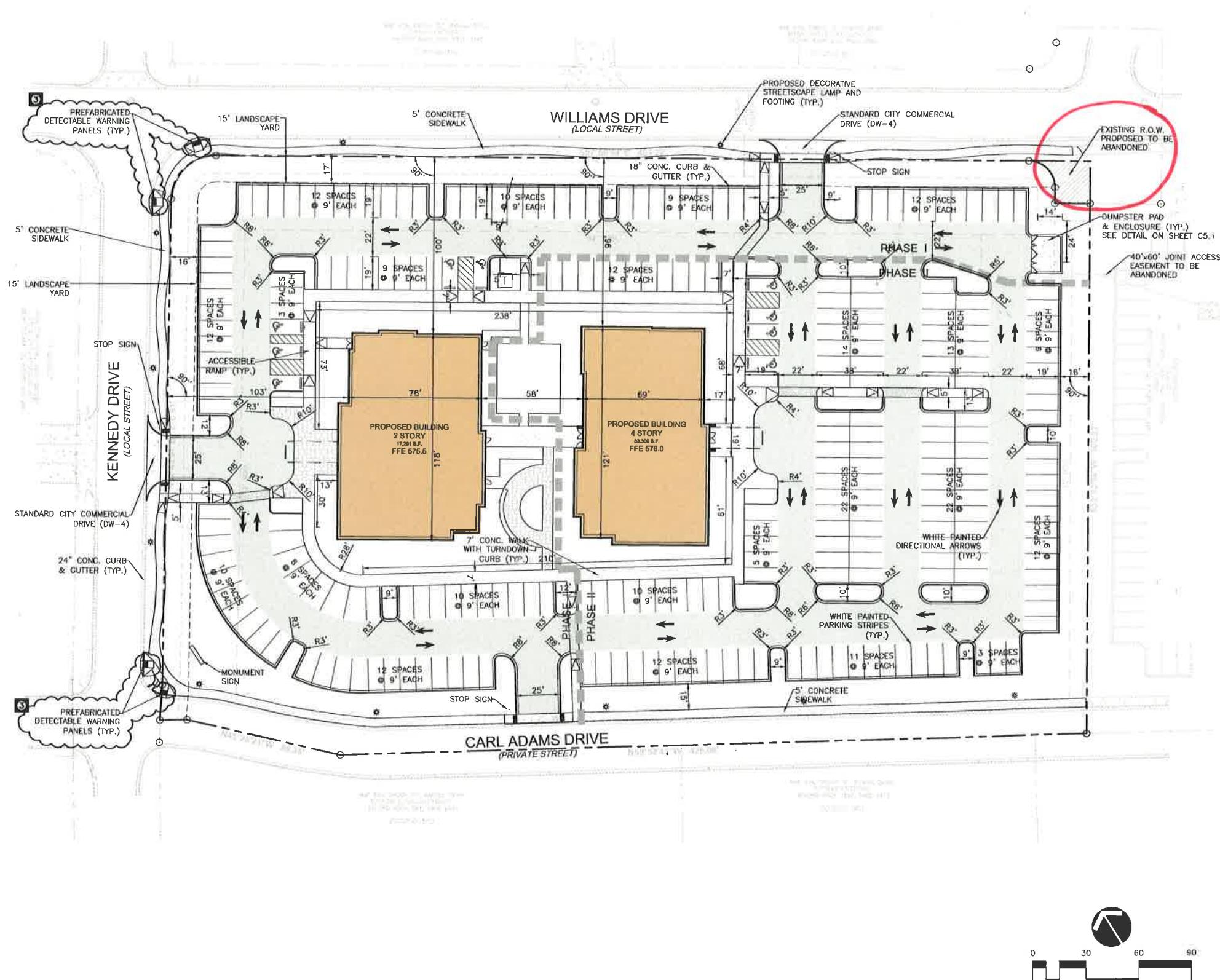
DATE	JUNE 19, 2018
CHECKED:	JLD
DRAWN:	BKB
SCALE:	1"=30'
JOB NO.	WK. ORDER
17197	1059

EXHIBIT  
RIGHT OF WAY ABANDONMENT  
FOR  
WILLIAMS DRIVE  
MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

RAGAN SMITH  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
NASHVILLE 315 WOODLAND STREET P.O. BOX 200 NASHVILLE, TN 37206 (615) 244-8591  
CHATTANOOGA 1410 COWART STREET P.O. BOX 200 CHATTANOOGA, TN 37408 (423) 499-8400  
www.ragan-smith.com

### MURFREESBORO STANDARD NOTES

1. SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO INDEPENDENT REVIEW BY THE BUILDING AND CODES DEPARTMENT. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
2. CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
3. A TDOT PERMIT MAY BE REQUIRED. EVIDENCE OF TDOT APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
4. ALL PAVEMENT MARKINGS IN THE R.O.W. SHALL BE THERMOPLASTIC.



### SITE DATA:

#### PROPERTY INFORMATION:

PROJECT NAME: PARKWAY OFFICE PARK, SECTION 2, LOT 5  
MAP/PARCEL: 91A GROUP C/23.00  
SUBDIVISION/LOT NUMBER: 1505 WILLIAMS DRIVE  
ADDRESS: 1505 WILLIAMS DRIVE  
CITY: RUTHERFORD  
COUNTY: MURFREESBORO  
STATE: TENNESSEE  
EXISTING ZONING: MU  
ACREAGE: 4.00 AC (174,240 S.F.)

#### DEVELOPER

KAVEER NANDIGAM  
RBN GATEWAY PROPERTIES  
915 HAMPTON LANE  
MURFREESBORO, TN 37129  
RBN\_GATEWAY\_PROPERTIES@gmail.com

#### ARCHITECT

MICHAEL HINDMAN  
H. MICHAEL HINDMAN ARCHITECTS  
1607 WESTGATE CIR., SUITE 100  
BRENTWOOD, TN 37027  
(615) 370-3252  
MHINDMAN@MHARCHITECTS.COM

#### LANDSCAPE ARCHITECT

RAGAN-SMITH ASSOCIATES, INC  
WEST GILL PERIN  
100 E. VINE STREET, SUITE 402  
MURFREESBORO, TN 37130  
(615) 546-6050  
WMA@RAGANSMITH.COM  
KGUENTHER@RAGANSMITH.COM

#### ENGINEER

RAGAN-SMITH ASSOCIATES, INC  
WEST GILL PERIN  
100 E. VINE STREET, SUITE 402  
MURFREESBORO, TN 37130  
(615) 546-6050  
WMA@RAGANSMITH.COM

#### PROJECT INFORMATION:

ZONING CLASSIFICATION: MU  
OVERLAY DISTRICT: GDO-3  
EXISTING USE: VACANT  
PROPOSED USE: MEDICAL OFFICE  
SITE ACREAGE: 4.00 AC (174,240 S.F.)

#### DISTURBED AREA:

BUILDING SETBACKS  
MINIMUM FRONT YARD: 42'  
MINIMUM REAR YARD: 20'  
MINIMUM SIDE YARD: 10'

#### PROPOSED BUILDING:

PHASE I  
BUILDING AREA: 17,291 S.F.  
BUILDING HEIGHT: 2 STORY (40 FT.)  
PHASE II  
BUILDING AREA: 33,309 S.F.  
BUILDING HEIGHT: 4 STORY (64' FT.)

#### PROPOSED PARKING:

PHASE I  
PARKING REQUIREMENT: 1 SPACE 200 SF  
PARKING PROVIDED: 87 SPACES (5 ACCESSIBLE SPACES NOT INCLUDED)  
PHASE II  
FUTURE BUILDING AREA: 50,600 S.F. (17,291 S.F. + FUTURE 33,309 S.F.)  
PARKING REQUIRED: 253 SPACES (152 ADDITIONAL)  
PARKING PROVIDED: 253 SPACES (7 ACCESSIBLE SPACES NOT INCLUDED)

MAXIMUM LOT COVERAGE: NONE  
PROPOSED LOT COVERAGE: 73.3% (3.45 AC.)(17,000 S.F. IN BLDG. FOOTPRINTS)  
(10,820 SF IN PRIVATE STREET)

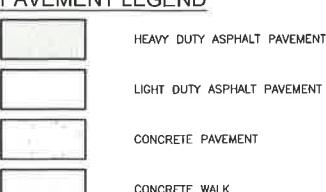
PROVIDED IMPERVIOUS AREA: 127,820 S.F./3.45 AC. (73.3%)  
VEHICLE USE AREA (VUA): 83,100 S.F./1.9 AC.  
BUFFER YARDS: 10' (SEE PLAN)

GDO OPEN SPACE REQ: 20% (34,848 S.F.)  
GDO OPEN SPACE PROVIDED: 26.7% (46,620 S.F.)  
FORMAL OPEN SPACE PROVIDED: 5% (8,712 S.F.)

FLOOD INFORMATION:  
BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. THIS PROPERTY LIES WITHIN FLOOD ZONE "X", AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47149C0260H, WITH AN EFFECTIVE DATE OF JANUARY 5, 2007, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT, COMMUNITY NO. 470168, PANEL NO. 0260, SUFFIX H, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

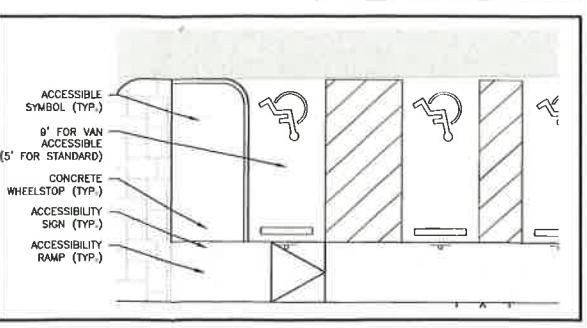
SURVEY INFORMATION:  
BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A SURVEY BY RAGAN SMITH ASSOCIATES, INC., DATED FEBRUARY 8, 2018.

### PAVEMENT LEGEND



Know where below.  
Call before you dig.

--NOT FOR CONSTRUCTION--  
GDO FINAL DESIGN REVIEW



TYPICAL ACCESSIBLE PARKING LAYOUT  
SCALE: 1"=10'

**RAGAN-SMITH**  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
Nashville • Murfreesboro  
615-546-6050  
ragsmith.com

50% CONSTRUCTION DOCUMENTS

PARKWAY GATEWAY PROPERTIES  
FOR  
CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

C1.1

Job No	Wk Order	Wk	Comments
17197	1059	-	[3] 2018.05.14 PC RESPONSE
		-	[2] 2018.04.28 PER CITY COMMENTS
		-	[1] 2018.04.16 PER CITY COMMENTS
		-	DESCRIPTION: DATE:

SITE LAYOUT PLAN

# Memorandum

**To:** Matthew Blomeley, Acting Planning Director  
**From:** Joe Ornelas  
**Date:** July 25, 2018  
**Re:** Right of way abandonment- Williams Drive

---

Please find below a summary of the responses received regarding the captioned right of way abandonment. In summary:

## AT&T

Officials from AT&T indicated that AT&T, CATV, and MED all have facilities just behind the curb at this corner. An easement may be required.

## Murfreesboro Electric Department (MED)

MED has underground electric facilities at this corner of the intersection that may require an easement.

## Murfreesboro Water and Sewer Department

MWSD has an existing twelve-inch sewer force main within the subject abandonment area. The MWSD would like to retain a thirty-foot sewer force main easement.

## Consolidated Utility District

CUD does not have an issue with the abandonment of this right of way.

## Engineering Department

The Engineering Department requests that the deed should reserve a 10'ft easement for public utility along Williams Drive.

## Transportation Department

The Transportation Department has stated that the existing curb and gutter need to be modified and the excess pavement will need to be removed.

**Police Department**

The right of way abandonment will not affect the Murfreesboro Police Department.

**Solid Waste Department**

The Solid Waste Department will not be affected by the closure of this right of way.

**From:** [ABED, JAMAL Y](#)  
**To:** [Joe Ornelas](#)  
**Cc:** [Matthew Blomeley](#)  
**Subject:** FW: (2018-711) Williams Drive ROW Abandonment  
**Date:** Wednesday, July 25, 2018 1:00:54 PM  
**Attachments:** [\(2018-711\) Williams Drive ROW Abandonment Department Memo.pdf](#)

---

Joe,

Sorry, I thought I did email you about this.

AT&T, CATV and MED all have facility just behind the curb at that corner.

*Jamal Abed*

MGR OSP PLNG & ENGRG DESIGN+  
AT&T CONSTRUCTION & ENGINEERING-SE  
(615)-867-1697 work  
(615)556-5825 Mobile  
Ja2030@att.com  
116 S Cannon Ave  
Murfreesboro, TN 37129

---

**From:** Matthew Blomeley <[mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)>  
**Sent:** Wednesday, July 25, 2018 11:00 AM  
**To:** ABED, JAMAL Y <[ja2030@att.com](mailto:ja2030@att.com)>  
**Subject:** FW: (2018-711) Williams Drive ROW Abandonment

Jamal,

If possible, would y'all mind responding to Joe's request today? We are needing to wrap up our study on this today, if possible.

Thanks,

Matthew

Matthew T. Blomeley, AICP  
Acting Planning Director  
City of Murfreesboro Planning Department  
Office Phone: (615)-893-6441  
E-mail: [mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)  
Website: [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

---

**From:** Joe Ornelas  
**Sent:** Monday, July 9, 2018 10:24 AM  
**To:** Bryant Bradley CUD <[bbradley@cudrc.com](mailto:bbradley@cudrc.com)>; Carl Peas <[cpeas@murfreesborotn.gov](mailto:cpeas@murfreesborotn.gov)>; Carolyn Jaco <[cjaco@murfreesborotn.gov](mailto:cjaco@murfreesborotn.gov)>; [cbarns@medtn.com](mailto:cbarns@medtn.com); Chris Griffith

**From:** [Chris Barns](#)  
**To:** [Joe Ornelas](#)  
**Cc:** [Joshua Seng](#)  
**Subject:** RE: (2018-711) Williams Drive ROW Abandonment  
**Date:** Monday, July 09, 2018 11:35:39 AM  
**Attachments:** [\(2018-711\) Williams Drive ROW Abandonment Department Memo.pdf](#)  
[Murfreesboro Electric - Williams Drive.PNG](#)  
[Legend.pdf](#)

---

Joe,

Murfreesboro Electric has underground electric facilities at this corner of the intersection that may require an easement. Please remove Jimmy Nguyen from this email as he is no longer employed at Murfreesboro Electric.

Chris Barns, P.E.  
Distribution Engineer  
Office: (615) 494-0428  
Fax: (615) 898-6736  
Email: [cbarns@medtn.com](mailto:cbarns@medtn.com)

---

**From:** Joe Ornelas [mailto:[jornelas@murfreesborotn.gov](mailto:jornelas@murfreesborotn.gov)]  
**Sent:** Monday, July 09, 2018 10:24 AM  
**To:** Bryant Bradley CUD; Carl Peas; Carolyn Jaco; Chris Barns; Chris Griffith; Clayton Williams; cp8211@att.com; Dan Dement; David Ives; Gary Whitaker; ja2030@att.com; James Rambo; Jimmy Nguyen; Joe Ornelas; Joey Smith; Karl Durr; Keith Thomason; LaFonda Rudd; Margaret Ann Green; Matthew Blomeley; Michael Bowen; Michele Emerson; Ram Balachandran; Sam Huddleston; Tim Jackson; Valerie Smith  
**Subject:** (2018-711) Williams Drive ROW Abandonment

All, please see the attached memo for the ROW Abandonment of a portion of Williams Drive. Please respond by **July 19, 2018**.

Thank you,

Joe Ornelas, AICP  
LEED Green Associate  
City Planner  
City of Murfreesboro  
Planning Department  
(615) 893-6441

**From:** [Valerie Smith](#)  
**To:** [Joe Ornelas](#)  
**Cc:** [Greg Harvey](#); [Darren Gore](#); [Anita Heck](#)  
**Subject:** FW: (2018-711) Williams Drive ROW Abandonment  
**Date:** Monday, July 09, 2018 2:23:56 PM  
**Attachments:** [\(2018-711\) Williams Drive ROW Abandonment Department Memo.pdf](#)

---

Joe,

This right of way abandonment will not have any impact on our Department with regard to water, sewer or repurified water.

Thank you,

*Valerie*

Valerie H. Smith, P.E.  
Assistant Director of Engineering  
Murfreesboro Water Resource Department  
220 NW Broad Street  
Murfreesboro, TN 37130  
(615) 848-3200

---

**From:** Joe Ornelas  
**Sent:** Monday, July 09, 2018 10:24 AM  
**To:** Bryant Bradley CUD <[bbradley@cudrc.com](mailto:bbradley@cudrc.com)>; Carl Peas <[cpeas@murfreesborotn.gov](mailto:cpeas@murfreesborotn.gov)>; Carolyn Jaco <[cjaco@murfreesborotn.gov](mailto:cjaco@murfreesborotn.gov)>; cbarns@medtn.com; Chris Griffith <[cgriffith@murfreesborotn.gov](mailto:cgriffith@murfreesborotn.gov)>; Clayton Williams <[0417@murfreesborotn.gov](mailto:0417@murfreesborotn.gov)>; cp8211@att.com; Dan Dement <[ddement@mtemc.com](mailto:ddement@mtemc.com)>; David Ives <[dives@murfreesborotn.gov](mailto:dives@murfreesborotn.gov)>; Gary Whitaker <[gwhitaker@murfreesborotn.gov](mailto:gwhitaker@murfreesborotn.gov)>; ja2030@att.com; James Rambo <[James\\_Rambo@cable.comcast.com](mailto:James_Rambo@cable.comcast.com)>; Jimmy Nguyen <[jnguyen@medtn.com](mailto:jnguyen@medtn.com)>; Joe Ornelas <[jornelas@murfreesborotn.gov](mailto:jornelas@murfreesborotn.gov)>; Joey Smith <[jsmith@murfreesborotn.gov](mailto:jsmith@murfreesborotn.gov)>; Karl Durr <[kdurr@murfreesborotn.gov](mailto:kdurr@murfreesborotn.gov)>; Keith Thomason <[keith.thomason@mtemc.com](mailto:keith.thomason@mtemc.com)>; LaFonda Rudd <[0082@murfreesborotn.gov](mailto:0082@murfreesborotn.gov)>; Margaret Ann Green <[mgreen@murfreesborotn.gov](mailto:mgreen@murfreesborotn.gov)>; Matthew Blomeley <[mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)>; Michael Bowen <[0216@murfreesborotn.gov](mailto:0216@murfreesborotn.gov)>; Michele Emerson <[memerson@murfreesborotn.gov](mailto:memerson@murfreesborotn.gov)>; Ram Balachandran <[rbalachandran@murfreesborotn.gov](mailto:rbalachandran@murfreesborotn.gov)>; Sam Huddleston <[shuddleston@murfreesborotn.gov](mailto:shuddleston@murfreesborotn.gov)>; Tim Jackson <[tjackson@murfreesborotn.gov](mailto:tjackson@murfreesborotn.gov)>; Valerie Smith <[vsmith@murfreesborotn.gov](mailto:vsmith@murfreesborotn.gov)>  
**Subject:** (2018-711) Williams Drive ROW Abandonment

All, please see the attached memo for the ROW Abandonment of a portion of Williams Drive. Please respond by **July 19, 2018**.

**From:** [Brandon Hunter](#)  
**To:** [Matthew Blomeley](#); [Bryant Bradley CUD](#)  
**Cc:** [Joe Ornelas](#)  
**Subject:** RE: (2018-711) Williams Drive ROW Abandonment  
**Date:** Wednesday, July 25, 2018 12:07:55 PM  
**Attachments:** [image001.png](#)

---

Matthew,

This isn't in CUD's service boundary.

Thanks,

---

***Brandon Hunter***  
***Project Manager***  
***Consolidated Utility District***

709 New Salem Hwy., P.O. Box 249  
Murfreesboro, TN 37133-0249  
PH: 615-225-3319 Fax: 615-225-3314  
Email: [bhunter@cudrc.com](mailto:bhunter@cudrc.com)  
Visit Our Web at: [www.cudrc.com](http://www.cudrc.com)



**#1 Through Excellence &**

***Innovation***

This e-mail and any files transmitted with it are CUDRC property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. In addition, all maps, flows, elevations, pipe sizes or any other hydraulic information is provided as a courtesy by CUDRC to the recipient and is for information use only. Since it may be inaccurate or incomplete, it should never be relied upon for design purposes or financial commitments without investigation and due diligence by the recipient.

---

**From:** Matthew Blomeley <[mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)>

**Sent:** Wednesday, July 25, 2018 10:59 AM

**To:** Bryant Bradley <[bbbradley@cudrc.com](mailto:bbbradley@cudrc.com)>; Brandon Hunter <[bhunter@cudrc.com](mailto:bhunter@cudrc.com)>

**Subject:** FW: (2018-711) Williams Drive ROW Abandonment

Bryant and Brandon,

If possible, would y'all mind responding to Joe's request today. We are needing to wrap up our study on this today, if possible.

Thanks,

Matthew

Matthew T. Blomeley, AICP  
Acting Planning Director  
City of Murfreesboro Planning Department



## MEMORANDUM

**DATE:** **July 12, 2018**

**TO:** **Joe Ornelas, Staff Planner**

**FROM:** **Cey Chase-Aguzzi, Engineer-in-Training**

**RE:** **(2018-711) ROW Abandonment of Williams Drive**

---

In response to your memo dated July 9, 2018, we have reviewed the ROW abandonment request for the portion of Williams Drive and offer the following comments on behalf of both the Engineering Department and Street Division.

The request to abandoned ROW should be subject to submission and recording of a deed transferring the abandoned ROW. The deed should reserve 10' easement for public utility along Williams Drive.

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

**C:** Sam Huddleston  
Chris Griffith  
Raymond Hillis  
David Ives

**From:** [Ram Balachandran](#)  
**To:** [Joe Ornelas](#); [Matthew Blomeley](#)  
**Subject:** RE: (2018-711) Williams Drive ROW Abandonment  
**Date:** Wednesday, July 25, 2018 11:19:52 AM

---

Joe/Matthew,

As part of the abandonment, the existing curb and gutter needs to be modified and access pavement removed. Thanks

Ram



---

**From:** Joe Ornelas  
**Sent:** Monday, July 09, 2018 10:24 AM  
**To:** Bryant Bradley CUD <[bbradley@cudrc.com](mailto:bbradley@cudrc.com)>; Carl Peas <[cpeas@murfreesborotn.gov](mailto:cpeas@murfreesborotn.gov)>; Carolyn Jaco <[cjaco@murfreesborotn.gov](mailto:cjaco@murfreesborotn.gov)>; cbarns@medtn.com; Chris Griffith <[cgriffith@murfreesborotn.gov](mailto:cgriffith@murfreesborotn.gov)>; Clayton Williams <[0417@murfreesborotn.gov](mailto:0417@murfreesborotn.gov)>; cp8211@att.com; Dan Dement <[ddement@mtemc.com](mailto:ddement@mtemc.com)>; David Ives <[dives@murfreesborotn.gov](mailto:dives@murfreesborotn.gov)>; Gary Whitaker <[gwhitaker@murfreesborotn.gov](mailto:gwhitaker@murfreesborotn.gov)>; ja2030@att.com; James Rambo <[James\\_Rambo@cable.comcast.com](mailto:James_Rambo@cable.comcast.com)>; Jimmy Nguyen <[jnguyen@medtn.com](mailto:jnguyen@medtn.com)>; Joe Ornelas

**From:** [Clayton Williams](#)  
**To:** [Joe Ornelas](#)  
**Subject:** Re: (2018-711) Williams Drive ROW Abandonment  
**Date:** Monday, July 09, 2018 10:28:06 AM

---

This proposed abandonment will have no impact upon Police Services.

***Clayton Williams***

***Lieutenant***

***Administration***

Murfreesboro Police Department  
1004 North Highland Avenue  
Murfreesboro, TN 37130  
Phone: 629-201-5572  
Cell: 615-971-6370  
email: [0417@murfreesborotn.gov](mailto:0417@murfreesborotn.gov)

---

**From:** Joe Ornelas

**Sent:** Monday, July 9, 2018 10:23:44 AM

**To:** Bryant Bradley CUD; Carl Peas; Carolyn Jaco; cbarns@medtn.com; Chris Griffith; Clayton Williams; cp8211@att.com; Dan Dement; David Ives; Gary Whitaker; ja2030@att.com; James Rambo; Jimmy Nguyen; Joe Ornelas; Joey Smith; Karl Durr; Keith Thomason; LaFonda Rudd; Margaret Ann Green; Matthew Blomeley; Michael Bowen; Michele Emerson; Ram Balachandran; Sam Huddleston; Tim Jackson; Valerie Smith

**Subject:** (2018-711) Williams Drive ROW Abandonment

All, please see the attached memo for the ROW Abandonment of a portion of Williams Drive. Please respond by **July 19, 2018**.

Thank you,

Joe Ornelas, AICP  
LEED Green Associate  
City Planner  
City of Murfreesboro  
Planning Department  
(615) 893-6441

**From:** [Joey Smith](#)  
**To:** [Joe Ornelas](#)  
**Subject:** RE: (2018-711) Williams Drive ROW Abandonment  
**Date:** Monday, July 16, 2018 4:47:25 AM

---

The does not impact the Solid Waste Department.

---

**From:** Joe Ornelas  
**Sent:** Monday, July 09, 2018 10:24 AM  
**To:** Bryant Bradley CUD <[bbradley@cudrc.com](mailto:bbradley@cudrc.com)>; Carl Peas <[cpeas@murfreesborotn.gov](mailto:cpeas@murfreesborotn.gov)>; Carolyn Jaco <[cjaco@murfreesborotn.gov](mailto:cjaco@murfreesborotn.gov)>; cbarns@medtn.com; Chris Griffith <[cgriffith@murfreesborotn.gov](mailto:cgriffith@murfreesborotn.gov)>; Clayton Williams <[0417@murfreesborotn.gov](mailto:0417@murfreesborotn.gov)>; cp8211@att.com; Dan Dement <[ddement@mtemc.com](mailto:ddement@mtemc.com)>; David Ives <[dives@murfreesborotn.gov](mailto:dives@murfreesborotn.gov)>; Gary Whitaker <[gwhitaker@murfreesborotn.gov](mailto:gwhitaker@murfreesborotn.gov)>; ja2030@att.com; James Rambo <[James\\_Rambo@cable.comcast.com](mailto:James_Rambo@cable.comcast.com)>; Jimmy Nguyen <[jnguyen@medtn.com](mailto:jnguyen@medtn.com)>; Joe Ornelas <[jornelas@murfreesborotn.gov](mailto:jornelas@murfreesborotn.gov)>; Joey Smith <[jsmith@murfreesborotn.gov](mailto:jsmith@murfreesborotn.gov)>; Karl Durr <[kdurr@murfreesborotn.gov](mailto:kdurr@murfreesborotn.gov)>; Keith Thomason <[keith.thomason@mtemc.com](mailto:keith.thomason@mtemc.com)>; LaFonda Rudd <[0082@murfreesborotn.gov](mailto:0082@murfreesborotn.gov)>; Margaret Ann Green <[mgreen@murfreesborotn.gov](mailto:mgreen@murfreesborotn.gov)>; Matthew Blomeley <[mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)>; Michael Bowen <[0216@murfreesborotn.gov](mailto:0216@murfreesborotn.gov)>; Michele Emerson <[memerson@murfreesborotn.gov](mailto:memerson@murfreesborotn.gov)>; Ram Balachandran <[rbalachandran@murfreesborotn.gov](mailto:rbalachandran@murfreesborotn.gov)>; Sam Huddleston <[shuddleston@murfreesborotn.gov](mailto:shuddleston@murfreesborotn.gov)>; Tim Jackson <[tjackson@murfreesborotn.gov](mailto:tjackson@murfreesborotn.gov)>; Valerie Smith <[vsmith@murfreesborotn.gov](mailto:vsmith@murfreesborotn.gov)>  
**Subject:** (2018-711) Williams Drive ROW Abandonment

All, please see the attached memo for the ROW Abandonment of a portion of Williams Drive. Please respond by **July 19, 2018**.

Thank you,

Joe Ornelas, AICP  
LEED Green Associate  
City Planner  
City of Murfreesboro  
Planning Department  
(615) 893-6441

June 28, 2018

**Property Description**

**Proposed Right of Way Abandonment for Williams Drive**

BEING A PROPOSED RIGHT OF WAY ABANDONMENT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE. BEING A PORTION OF THE RIGHT OF WAY OF WILLIAMS DRIVE, BEING BOUNDED ON THE NORTH AND EAST BY THE REMAINING RIGHT-OF-WAY (R/W) OF WILLIAMS DRIVE (PUBLIC R/W VARIES), AND ON THE SOUTH AND WEST BY THE RBN GATEWAY PROPERTIES, LLC PROPERTY OF RECORD IN RECORD BOOK 1673, PAGE 2643 REGISTERS OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.T.), SAID ABANDONMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING** BEING A POINT IN THE SOUTHERLY R/W OF WILLIAMS DRIVE BEING THE NORTHEAST CORNER OF THE SAID RBN GATEWAY PROPERTY AND THE NORTHWEST CORNER OF THE ABANDONMENT HEREIN DESCRIBED; THENCE LEAVING THE SAID RBN GATEWAY PROPERTY SOUTH 57 DEGREES 56 MINUTES 54 SECONDS EAST, 34.83 FEET TO A POINT; THENCE SOUTH 32 DEGREES 03 MINUTES 06 SECONDS WEST, 24.00 FEET TO A POINT; THENCE WITH THE SAID RBN PROPERTY EASTERLY NORTH 57 DEGREES 56 MINUTES 54 SECONDS WEST, 19.84 FEET TO A POINT; THENCE CONTINUING WITH THE RBN GATEWAY PROPERTY NORTH 32 DEGREES 03 MINUTES 06 SECONDS EAST, 9.00 FEET TO A POINT; THENCE CONTINUING WITH THE RBN GATEWAY PROPERTY AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 51 SECONDS, AN ARC LENGTH OF 23.55 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 56 MINUTES 14 SECONDS WEST, 21.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 524 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** Mandatory Referral for allowing a private utility to cross beneath public rights of way within Shelton Square Subdivision [2018-715]

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP

**Requested Council Action:**

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

---

## Summary

Request to allow a private utility to cross beneath Delta Queen Boulevard, Docs Drive, Pointer Place, and Shelton Boulevard public rights of way.

## Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this mandatory referral request at its August 15, 2018 meeting.

## Background Information

In this mandatory referral, the City Council is being asked to consider allowing a private utility to cross beneath Delta Queen Boulevard, Docs Drive, Pointer Place and Shelton Boulevard public right of way within the Shelton Square Subdivision to allow landscaping located within a public right of way roundabout to be irrigated with an automated, underground irrigation system. Shelton Square, LLC, the developer of the residential community, wishes to enhance this area with formalized landscaping.

The Planning Commission voted to recommend approval of this mandatory referral request at its August 15, 2018 meeting. If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment as well as for recording those documents. They will also be required to provide a detailed irrigation plan that demonstrates no conflicts with other public utilities and provide an as-built plan after construction is complete.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Proper design of public infrastructure, including infrastructure for drainage and utilities, aids in the strong quality of life enjoyed by our citizens.

*Strong and Sustainable Financial and Economic Health*

The approval of this request will assist in the beautification of some public spaces located within the Shelton Square residential subdivision, which will increase property values

**Fiscal Impacts**

None.

**Attachments:**

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 15, 2018**

**6.b. Mandatory Referral [2018-715] to consider allowing a private utility to cross beneath Delta Queen Boulevard, Docs Drive, Pointer Place and Shelton Boulevard public right of way within the Shelton Square Subdivision, Shelton Square LLC applicant.**

In this mandatory referral, the Planning Commission is being asked to consider allowing a private utility to cross beneath Delta Queen Boulevard, Docs Drive, Pointer Place and Shelton Boulevard public right of way within the Shelton Square Subdivision to allow landscaping located within a public right of way roundabout to be irrigated with an automated, underground irrigation system. Parks Development, the developer of the residential community, wishes to enhance this area with formalized landscaping. The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents. If approved by the Planning Commission, Staff will forward the Planning Commission's recommendation to the City Council for its consideration.

If this mandatory approval is approved, the applicant should provide a detailed irrigation plan. That plan will need to demonstrate that there will be no conflicts with other public utilities, include proposed depths of the crossings relative to sewer, water, drainage, roadway and other proposed utilities, casing will be required through the ROW along with vaults or boxes to access the casing as a visual indication of the crossings in public ROW. An As built plan should be provided after construction is complete.

Also, if approved, this mandatory referral should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. The Planning Commission's recommendation will then be forwarded to the City Council. If approved, then the Mayor will be authorized to sign the necessary documents. The applicant will also be required to sign a Private Utility Crossing Agreement which is provided by the City's Legal Department.

July 16, 2018

Mr. Matthew Blomeley  
Murfreesboro Planning & Engineering Dept  
111 W. Vine St  
Murfreesboro, Tennessee 37130

RE: Shelton Square  
Irrigation in Public Right-of-Way Request  
Murfreesboro, Tennessee  
SEC Project No. 15302

Dear Mr. Blomeley:

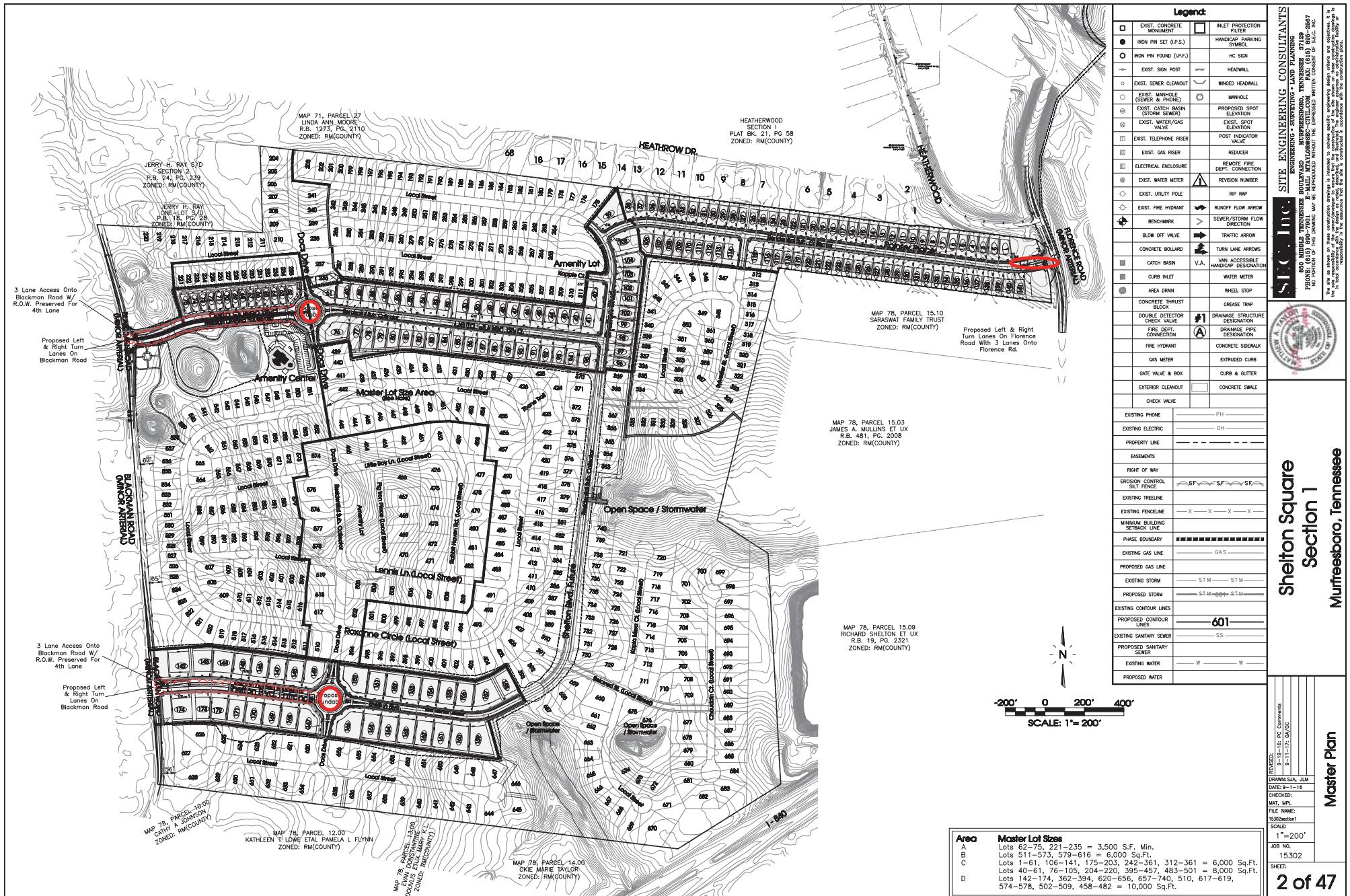
Please accept this as our formal request to allow irrigation to be installed within the right of way of Delta Queen Blvd, Docs Drive, Pointer Place and Shelton Blvd within the Shelton Square Subdivision. The irrigation system will be installed and maintained by the developer until the Homeowner's Association takes over control at which time they will be responsible.

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Sincerely,

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



# COUNCIL COMMUNICATION

Meeting Date: 8/23/18

---

**Item Title:** City Hall Garage Camera System Installation

**Department:** Facilities Department

**Presented by:** Ron Dennis

**Requested Council Action:**

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

---

**Summary**

Purchase of security cameras to be installed in the city hall parking garage.

**Staff Recommendation**

Approve the agreement for purchase and installation of security cameras to be installed in the Civic Plaza parking garages on both levels.

**Background Information**

Installation of security cameras in the Civic Plaza parking garage allows staff and law enforcement to monitor the garage 24 hours a day. This camera system will electronically record and store the video footage providing enhanced security in this area.

**Fiscal Impacts**

\$45,549.12, which has been budgeted in the 2018 CIP Bond.

**Attachments:**

1. Quote for Camera Installation, Twins Technology
2. Twins Technology Contract with the City



Twins Technologies, LLC  
**Statement of Work**

---

Version 1.0  
08/06/18

Presented by:  
Kenny Beverley

## Time and materials

<b><i>Client name</i></b>	City of Murfreesboro - City Hall Garage
<b><i>Client's administrator</i></b>	Mr. Ron Dennis
<b><i>Project name</i></b>	Cameras, Acess Point Wireless and Data wiring (conduit)
<b><i>Begin date</i></b>	TBD
<b><i>End date</i></b>	TBD

## Equipment / Parts

Item description	Quantity	Units/Time	Per Item	Total Cost
Cameras and NVR	19	Bullets Camera W/10% Disc	\$404.98	\$7,694.62
	4	WIP Enclosure W/10% Disc	\$1,871.98	\$7,487.92
	4	Mounting kit /HardWare W/10% Disc	\$172.41	\$689.64
	6	Ligo Antenna w/10% Disc	\$170.99	\$1,024.94
Wiring/Conduit/ Fiber/Mounring	20	CAT6		\$20,152.00
Install and Configuration	19			\$8,500.00
<b>Total:</b>				<b>\$45,549.12</b>

## **Statement of work**

### Assumptions

Twins Technologies shall perform the following services:

- Install, mount and configure, 19 cameras
  - 4 wireless WIP enclosures
- Pull and terminate 20 data cables (CAT6)
  - Conduit
- Add to existing NVR and 2 new switches (provided by city IT)
- Test

### Change management process

Due to the natural of this project, it is agreed between Twins Technologies and City of Murfreesboro - City Hall, that "**any**" undiscoverables will pause this project until corrections are made by this City of Murfreesboro - City Hall. If changes are outside of the scope of work list in this agreement addidtional charge will occur.

### Engagement related expenses

Any unforeseen cost as it relates to this project, that is not listed in this Statement of Work, will be incurred by City of Murfreesboro - City Hall and not by Twins Technologies.

Statement of Work

Professional services agreement

Payments of Contract Price shall be made as follows:

Payment of equipment in full when received: **\$16,891.12**

At the completion of installation of the Cameras, Twins Technologies will be paid in full **\$28,658.00**

**Optional Services:**

Optional Maintenance: City of Murfreesboro - City Hall (Inclusive of year 1 and year 2)

**\$1,900.00**

---

### Acceptance and authorization

The terms and conditions of the **Professional Services Agreement** apply in full to the services and products provided under this Statement of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Shane Mc Farland

Full name

Mayor

City of Murfreesboro

Title

Signature

Date

Ronald Kenneth Beverley

Full name

Owner (Twins Technologies)

Title

Signature

Date

## Agreement for Video Camera Surveillance System

This Agreement is entered into and effective as of the 16 day of June 2017, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Twins Technology, an LLC of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-42-2017 – Video Camera Surveillance System issued: 05/23/17 (the "Solicitation");
- Contractor's Proposal, dated: 06/07/17 ("Contractor's Proposal");
- Contractor's Price Proposal, dated: 06/07/17 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. **Duties and Responsibilities of Contractor.** Contractor shall provide the products and services set forth in the Section 2 – Specifications of "ITB-42-2017 – Video Camera Surveillance System," as well as the optional services identified by Contractor in its price proposal.
2. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges set forth in Contractor's Price Proposal for a total amount of \$70,683.30. This price is inclusive of all freight, delivery, installation charges, and optional maintenance services proposed by Contractor.
3. **Term.** The term of this Agreement commences on the Effective Date [ ] and expires on [ ], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This contract can be renewed up to four additional one-year terms. Contractor's services may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - a. Procure for the City the right to continue using the products or services.
  - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to Contractor:

Twins Technologies LLC  
222 Heritage Park Dr.  
Suite 103A  
Murfreesboro, TN 37129

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate

civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

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

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of June 16, 2017 (the "Effective Date").

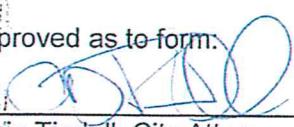
City of Murfreesboro, Tennessee

By: M. Mc  
Shane McFarland, Mayor

Twins Technologies LLC

By: K. B.  
Kenny Beverley, Owner  
Its: Owner

Approved as to form:

  
Craig Tindall, City Attorney

## Agreement for Video Camera Surveillance System

This Agreement is entered into and effective as of the 16 day of June 2017, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Twins Technology, an LLC of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-42-2017 – Video Camera Surveillance System issued: 05/23/17 (the "Solicitation");
- Contractor's Proposal, dated: 06/07/17 ("Contractor's Proposal");
- Contractor's Price Proposal, dated: 06/07/17 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. **Duties and Responsibilities of Contractor.** Contractor shall provide the products and services set forth in the Section 2 – Specifications of "ITB-42-2017 – Video Camera Surveillance System," as well as the optional services identified by Contractor in its price proposal.
2. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges set forth in Contractor's Price Proposal for a total amount of \$70,683.30. This price is inclusive of all freight, delivery, installation charges, and optional maintenance services proposed by Contractor.
3. **Term.** The term of this Agreement commences on the Effective Date [ ] and expires on [ ], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This contract can be renewed up to four additional one-year terms. Contractor's services may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Compensation; Method of Payment.** Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.

5. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement

6. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (1) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

Copyright, Trademark, Service Mark, or Patent Infringement.

- I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The

City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - a. Procure for the City the right to continue using the products or services.
  - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to Contractor:

Twins Technologies LLC  
222 Heritage Park Dr.  
Suite 103A  
Murfreesboro, TN 37129

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate

to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in

civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

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

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of June 16, 2017 (the "Effective Date").

City of Murfreesboro, Tennessee

By: M. S. Mc  
Shane McFarland, Mayor

Approved as to form:

  
Craig Tindall, City Attorney

Twins Technologies LLC

By: K. B.  
Kenny Beverley, Owner  
Its: Owner