

MURFREESBORO CITY COUNCIL  
Regular Meeting Agenda  
Council Chambers – City Hall – 7:00 PM  
October 24, 2019

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Capacity Building Grant Agreement (Community Development)
2. FY19 Federal Community Development Block Grant Award and Agreement (Community Development)
3. CIP Funds Transfer (Finance)
4. Request for a banner to hang across East Main Street: Rutherford County Library System, April 23 to May 2, 2020; YMCA October 16-23, 2020 (Street)
5. Contract with Mid-Cumberland Human Resource Agency (Transportation/Rover)

New Business

Ordinances & Resolutions

6. Resolution 19-R-24: Updated Economic Development Plan/TIF Incentive for One East College Street Development (Administration)
7. Ordinance 19-O-39: Budget Amendments (Finance)
  - a. Ordinance 19-O-33

Land Use Matters

8. Ordinance 19-OZ-36: Amend the Marketplace at Savannah Ridge PUD along Shelbyville Pike (Planning)
  - a. Public Hearing
  - b. Ordinance 19-OZ-36: First Reading
9. Ordinance 19-OZ-37: Rezoning approximately 26.2 acres along Cherry Lane (Planning)
  - a. Public Hearing: Rezone approximately 26.2 acres
  - b. Ordinance 19-OZ-37: First Reading
10. Plan of Services, Annexation, and Zoning for property located along Asbury Lane (Planning)
  - a. Public Hearing: Plan of Services and Annexation
  - b. Resolution 19-R-PS-38: Plan of Services
  - c. Resolution 19-R-A-38: Annexation
  - d. Public Hearing: Zone approximately 10.2 acres
  - e. Ordinance 19-OZ-38: First Reading

11. Fee Schedule for Planning Department (Planning)
  - a. Resolution 19-R-23: Fee Schedule
12. Planning Commission Recommendation to Schedule Public Hearings (Planning)
13. Mandatory Referral for Abandonment of a Drainage Easement along Williams Drive (Planning)
14. Mandatory Referral for Abandonment of a Sanitary Sewer and Drainage Easement along County Farm Road (Planning)
15. Mandatory Referral for Abandonment of a Drainage and Detention Easement along Joe B. Jackson Pkwy. (Planning)
16. Mandatory Referral for Installation of Private Irrigation Lines in Right-of-way of Lannister Avenue (Planning)
17. Mandatory Referral for Abandonment of a Drainage Easement along North Tennessee Blvd. (Planning)

#### On Motion

18. Sale of Property at 912 Dashiel Street (Administration)
19. Habitat for Humanity Acquisition of Property – 523 Castle Street (Community Development)
20. Patterson Community Center HVAC Unit Natatorium Contract (Parks & Recreation)
21. Acquisition of ROW and Easement for Jones Blvd. Improvement (Transportation)
22. Final Change Order for Lytle Street Phase II (Transportation)

#### Licensing

##### Board & Commission Appointments

Appointment for the Murfreesboro Historic Zoning Commission:

Mr. Jeff Davis term expires: 06-30-2023

##### Payment of Statements

##### Other Business

##### Adjournment



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Murfreesboro/Rutherford County Continuum of Care HMIS  
Capacity Building Grant Agreement

Department: Community Development

Presented by: Sam A. Huddleston, Acting 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

Grant Agreement for the Homelessness Management Information System (HMIS).

## Staff Recommendation

Approve Grant Agreement

Approve a Subrecipient Agreement with H<sup>3</sup>ARC contingent on review and approval by the City Attorney.

## Background Information

The HMIS database is used by multiple agencies and providers through H<sup>3</sup>ARC to monitor recipients and services to homeless individuals or individuals in danger of becoming homeless. The City submitted a grant application Phase 2 HMIS capacity building for the local Continuum and was granted an award of \$146,300. This grant funding will allow the local Continuum through H<sup>3</sup>ARC to hire additional staff and provide additional resources to build additional information and data (capacity) into an information database. No City matching funds are required.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Enhancement of assistance and services for homeless individuals or those in danger of becoming homeless increases the safety and quality of neighborhoods.

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

Grants increases needed services in our community by utilizing Federal grant funding and matching funds from H<sup>3</sup>ARC.

### *Engaging Our Community*

As part of the grant application process, public notice and public outreach activities were conducted with the community.

### Fiscal Impacts

No fiscal impacts are generated by this grant award. Administrative costs for Community Development staff will be funded through previous CDBG allocations.

### Attachments:

HMIS Capacity Building Grant Agreement

Homeless Management Information System Capacity Building Project  
Grant Agreement

1. **DUNS: 895538610000**
2. **Tax ID No.: 62-6000374**
3. **Recipient name: Murfreesboro, City of**
4. **Continuum of Care No.: TN-510**
5. **Federal Award Date/Period of Performance Start Date: SEP 30 2019**
6. **Grant No.: TN0323H4J101800**
7. **CFDA Number: 14.261**
8. **Is the award R&D? No**

**Article I**

This Grant Agreement between the United States Department of Housing and Urban Development (HUD) and **Murfreesboro, City of** (the Recipient) is made under the authority of Division K of the Consolidated and Further Continuing Appropriations Act, 2017 (Public Law 115-31) and the Fiscal Year (FY) 2017 Homeless Management Information Systems Capacity Building Project NOFA, FR-6100-N-40 (the NOFA), which can be accessed at <https://www.hud.gov/sites/dfiles/SPM/documents/fy2017hmis.pdf>.

The following are attached to and made a part of this Grant Agreement:

\_\_\_\_\_ Attachment 1 - Project Plan and Project Budget

and

\_\_\_\_\_ Appendix 1 - Award Term for Reporting Subawards and Executive Compensation

\_\_\_\_\_ Appendix 2 – Indirect Cost Rate Schedule

\_\_\_\_\_ Appendix 3 – Performance Schedule

**Article II**

**A. Definitions.**

- a. "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any Grant award condition.
- b. "Continuum of Care" (CoC) means the group organized to carry out the responsibilities under 24 CFR part 578 and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless

veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

- c. "Collaborative Applicant" means the private nonprofit organization, State, local government, or instrumentality of State and local government that has been designated by the CoC to apply for a grant for CoC planning funds under 24 CFR part 578 on behalf of the CoC.
  - d. "Homeless Management Information System" (HMIS) means the information system designated by the CoC to comply with the requirements of the McKinney-Vento Act, 24 CFR part 578, and other HMIS requirements prescribed by HUD, and is used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
  - e. "HMIS Consolidation" means creating a single HMIS, governed by a shared HMIS governance charter, from two or more HMIS that were independently governed by their own HMIS governance charters.
  - f. "HMIS End User" means an individual who enters or uses data in an HMIS or a comparable database approved by the CoC.
  - g. "HMIS Lead" means a private nonprofit organization, State, local government, or instrumentality of State or local government designated by the CoC in accordance with 24 CFR part 578 to operate the CoC's HMIS on its behalf.
  - h. "HMIS Software Change" is a process in which a CoC designates a new HMIS software and then transfers project, client, and service data from the original HMIS product to a different HMIS product.
- B. Project.** Recipient must use its Grant Funds to complete the HMIS improvement project described in Attachment 1 (the Project), in accordance with the Budget in the Attachment, and only for costs of eligible activities under IV.F of the NOFA.
- C. Budget.** The Secretary agrees, subject to the terms of the Grant Agreement, to provide the Grant Funds in the amount specified below for the Project. HUD's total fund obligation for the Project is \$146,300, which shall be allocated as described in the Attachment 1 Budget.
- D. Changes.** The Recipient must not make any significant change to the Project Plan and Budget without prior HUD approval, evidenced by a Grant amendment signed by HUD and the Recipient. Significant changes are a change of Recipient, a change of project site, additions or deletions in the types of eligible activities approved, a shift of more than 10 percent from one Budget Line Item on the Attachment 1 Project Budget to another, a reduction in the activities being undertaken, and any other change to the Project.
- E. Performance.** The Recipient must comply with the Performance Schedule established in Appendix 3 and must complete the Project no later than the Period of Performance End Date. Upon completion of the Project, the Recipient's HMIS must be able to unduplicate client records, collect all data standards established in the most recent HUD Data Standards (<https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>), maintain historical data, archive data, generate .CSV files for Annual Performance Reports

(APR) and Consolidated Annual Performance and Evaluation Report (CAPER) submission, generate System Performance Measure table shells, and generate .CSV files for the 2018, or subsequent, Longitudinal Systems Analysis (LSA) submission as defined in the 2018, or subsequent, LSA programming specifications. (<https://www.hudexchange.info/resource/5726/lsa-report-specifications-and-tools/>).

- F. Technical Assistance (TA) Requirements.** HUD will make TA to help the Recipient perform under the Grant Agreement available throughout the term of the Grant Agreement. Recipients required to receive TA must provide to the TA provider a monthly status update on the Recipient's activities and milestones, and the Recipient must work with the TA provider to ensure both that the Project Plan, including Accomplishments, described in Attachment 1, is completed and that all instances of non-compliance with HUD's HMIS requirements are resolved by the end of the period of performance. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient agrees to receive HUD-funded TA. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient must submit its HMIS Governance Charter and HMIS Policies and Procedures to a HUD-funded TA provider for review by the deadline specified in Appendix 3. Upon receiving the TA provider's comments and recommendations, the Recipient must review each comment and recommendation identified by the TA provider and must correct all instances of non-compliance with HUD's HMIS requirements. The Recipient acknowledges that the TA provider's review and recommendations are provided solely to improve the capacity of the Recipient and its CoC to meet applicable HMIS requirements, including Governance Charter requirements and HMIS Data and Technical Standards.
- G. CoC Governance Charter.** Recipient must revise and update the applicable governance charter(s) (required by 24 CFR 578.7(a)(5)) within 12 months of the Federal Award Date to meet the following standards and obtain CoC and HUD approval of the updated governance charter(s) within the 12-month period:
- a. Identifies a single designated HMIS Lead, along with the process for identifying the HMIS Lead;
  - b. Specifies the CoC(s) responsible for entering into the HMIS Lead agreement with the HMIS Lead;
  - c. Specifies the responsibilities and relationships between the CoC(s), HMIS Lead, and other participants relevant to the HMIS;
  - d. Specifies how the CoC(s) and the HMIS Lead will work together to establish, support, and manage the HMIS in a manner that meets HUD's standards for data quality, privacy, and security;
  - e. Outlines the process the HMIS Lead will follow to develop and maintain required HMIS policies and standards related to functionality, privacy, security, and data quality;
  - f. Requires that the HMIS Lead enter into written HMIS End User agreements with each organization that participates in and contributes data to the HMIS, which

organizations are also known as Contributing Homeless Organizations (CHOs); and

- g. Specifies HMIS End User fee charged of CHOs by the Continuums(s) or HMIS Lead, if any, and the basis for the fee.

- H. **HMIS Consolidation Project Memorandum of Understanding (MOU).** If the Recipient's Project includes HMIS Consolidation the Recipient must ensure that each Collaborative Applicant, UFA, and HMIS Lead involved in the consolidation is carrying out its respective roles and responsibilities as provided in the MOU required by Article III.E.6 of the NOFA throughout the term of the Grant Agreement.
- I. **Program Income.** Costs that are incidental to the generation of program income, as defined under 2 CFR 200.80, and that are not paid with Grant Funds may be deducted from gross income when determining program income for purposes of this Grant Agreement. The share of program income generated by the Project that is proportional to the share of total Project costs paid with Grant Funds must be treated as an addition to the Grant Funds and used for the purposes and under the conditions of this Grant Agreement. The Recipient must expend available program income before drawing down Grant Funds, as required by 2 CFR 200.305.
- J. **Reporting.** Every three months during the Period of Performance, the Recipient must submit performance reports to HUD and must include a completed Federal financial report as part of, and an attachment to, each performance report. During the Period of Performance, the Recipient must submit these reports within 30 days following the end of each three-month period. The Recipient must submit its final performance report, including the final financial report, within 90 days after the Period of Performance End Date. If HUD determines more frequent reporting is necessary for the effective monitoring of the Recipient's performance or use of funds under this Grant Agreement, HUD may require the Recipient to submit its performance reports on a monthly basis. The performance reports must contain the information required under 2 CFR 200.328(b)(2), including a comparison of actual accomplishments to the objectives indicated in the Recipient's approved application, the reasons why established goals were not met, and additional pertinent information including analysis and explanation of cost overruns, high unit costs, or lack of drawdowns over the three-month period covered in the performance report. Financial reports must be submitted using the Federal Financial Report (SF-425), or such other reports as HUD may require and as approved by OMB and listed on the OMB Web site at <https://www.whitehouse.gov/omb/>. If a report submission is insufficient, HUD will reject the report and notify the Recipient in writing of the corrections the Recipient must make. HUD may suspend the Recipient's ability to draw down Grant Funds while the Recipient has an overdue performance or financial report.
- K. **Indirect Costs.** The Recipient must complete Appendix 2, the "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the



Recipient are incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

### Article III

- A. **2 CFR Part 200.** The Recipient and each subrecipient under this Grant must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as now in effect and as may be amended from time to time. These requirements include, but are not limited to, the requirements at 2 CFR 200.317 – 200.326 (Procurement Standards), 2 CFR Part 200, Subpart E (Cost Principles), and 2 CFR Part 200, Subpart F (Audit Requirements). The Recipient must notify HUD upon any change in the Recipient's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement, if necessary, to reflect the change.
- B. **Compliance with Civil Rights Laws.** As applicable, the activities undertaken under the Grant Agreement are subject to Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR part 1, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8, and the Age Discrimination Act and implementing regulations at 24 CFR part 146.
- C. **Equal Participation of Faith-based Organizations in HUD Programs and Activities.** The Recipient must comply with 24 CFR 5.109.
- D. **Real Property Acquisition and Relocation.** The Recipient must comply with 49 CFR part 24.
- E. **Compliance with Transparency Act.** The Recipient must comply with the Award Term for Reporting Subawards and Executive Compensation, which is attached as Appendix I to this Grant Agreement.
- F. **Debarment and Suspension.** The Recipient must comply with 2 CFR Part 2424.
- G. **Participation in HUD-Sponsored Program Evaluation.** The Recipient agrees to cooperate with all HUD staff, contractors, or designated grantees that perform HUD-funded research or evaluation studies.
- H. **Drug-Free Workplace.** The Recipient must comply with drug-free workplace requirements in 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR part 182).
- I. **Conflicts of Interest.** The Recipient must disclose in writing any potential conflict of interest to HUD. The Recipient and any subrecipient under this Grant must have written standards of conduct for procurements that meet all requirements in 2 CFR 200.318(c). In cases not governed by 2 CFR 200.318(c), the Recipient and its subrecipient(s) must comply with the following conflict of interest requirements:
  - a. General prohibition. No person who is an employee, agent, consultant, officer, or official of the Recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the

activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include the following relations of the person, whether by blood, marriage or adoption: spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.

- b. Exceptions. HUD may grant an exception to the General Prohibition (described in paragraph (a)) upon the Recipient's written request and satisfaction of the Threshold Requirements for Exceptions (described in paragraph (c)), if HUD determines the exception will further the Federal purpose of the Grant and the effective and efficient administration of the Grant-funded activities, taking into account the cumulative effects of the Factors To Be Considered for Exceptions (described in paragraph (d)).
- c. Threshold Requirements for Exceptions. HUD will consider an exception only after the Recipient has provided the following documents:
  - i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  - ii. An opinion of the Recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- d. Factors to Be Considered for Exceptions. In determining whether to grant a requested exception after the Recipient has satisfactorily met the Threshold Requirements for Exceptions (described in paragraph (c)), HUD will consider the cumulative effect of the following factors, where applicable:
  - i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program that would otherwise not be available;
  - ii. Whether an opportunity was provided for open competitive bidding or negotiation;
  - iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
  - iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
  - v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a);
  - vi. Whether undue hardship will result either to the Recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
  - vii. Any other relevant considerations.



- J. Prohibition Against Lobbying Activities.** The Recipient must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Recipient must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Recipient must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87.
- K. Environmental Requirements.** As provided in Section VI.B.10 of the NOFA, the activities funded under this Grant Agreement are categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and not subject to environmental review under related laws and authorities.

#### **Article IV.**

- A. Noncompliance.** If HUD determines preliminarily that the Recipient or one of its subrecipients has not complied with the terms and conditions of the Grant Agreement, HUD will give the Recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD, and on the basis of substantial facts and data, that the Recipient has complied with the requirements. Upon preliminary determination HUD may change the method of payment to reimbursement and require the Recipient to submit documentation before payment and obtain HUD's prior approval each time the Recipient draws down funds. To obtain prior approval, the Recipient may be required to manually submit its payment requests and supporting documentation to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with the Grant Agreement. If the Recipient fails to demonstrate to HUD's satisfaction within the prescribed time that the activities were carried out in compliance with the Grant Agreement, HUD may impose additional conditions, as described in 2 CFR §200.207, or take one or more of the actions described in 2 CFR 200.338, or require the Recipient to receive HUD-funded TA, or may terminate the grant.
- B. Closeout.** The grant will be closed out in accordance with 2 CFR part 200. No later than 90 days after the Period of Performance End Date, unless HUD grants an extension, the Recipient must provide to HUD the following, in the format(s) approved by HUD:
- a. A certification of completion of all activities;
  - b. A certification of compliance with all requirements of the Grant Agreement;
  - c. A report of the amount and types of costs charged to the Grant and a certification that the costs meet the allowability and allocability requirements of 2 CFR Part 200, Subpart E.

- d. The final performance report, including as an attachment the final financial report.
- C. **Continuing requirements.** Closeout of the Grant shall not affect the Recipient's record retention responsibilities under 2 CFR 200.333 or any other continuing responsibilities of the Recipient under this Grant Agreement. When original or replacement equipment acquired under this Grant Agreement is no longer needed for the activities described in the application or activities supported by HUD, the Recipient shall request disposition instructions from HUD.

## Article V

- A. **Notice.** All notices, requests, demands, reports, and other communications which are required or permitted to be given under this Grant Agreement must be in writing and sent by email to the addresses listed below. All such notices, requests, demands, reports and other communications shall be effective upon the date the email is sent. Either party to this Grant Agreement may change such party's address for purposes of this Section by sending to the other party to this Grant Agreement written notice of the new address in the manner specified in this Section.

If to HUD, to: HMISNOFA@hud.gov

If to Recipient, to: ppope@murfreesborotn.gov

- B. **Entire Agreement.** This Grant Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by HUD and the Recipient.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Jemine A. Bryon, Deputy Assistant Secretary for Special Needs  
(Name and Title of Authorized Official)

**SEP 30 2019**

\_\_\_\_\_  
(Date)

**RECIPIENT**

\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

Approved as to form:

Adam E. Tucker, City Attorney



Attachment 1  
Project Plan and Project Budget: Murfreesboro, City of - TN-510

Project Plan, including Activity, Outcomes and Completion Date

<b>Budget Line Item Category</b>	<b>Activity</b>	<b>Outcome</b>	<b>Completion (time from award date)</b>
2	Hiring and paying wages for Homeless Management Information System (HMIS) Coordinator	HMIS Lead hires and pays wages for HMIS Coordinator	3 months
2	Hiring and paying for HMIS Data Quality Coordinator	HMIS Lead hires and pays wages for HMIS Data Quality Coordinator	3 months
2	Paying benefits for HMIS Coordinator and HMIS Data Quality Coordinator	HMIS Lead pays benefits for HMIS Coordinator and HMIS Data Quality Coordinator	3 months
2	Participating in two-day intensive train-the-trainer session from the HMIS Software Vendor	HMIS Software Vendor provides two-day intensive train-the-trainer session for HMIS staff	3 months
2	Developing and implementing a data quality plan with the support of HUD Technical Assistance	HMIS Lead develops a data quality plan with the support of HUD Technical Assistance	5 months
2	Reviewing and updating HMIS Policy and Procedures with the support of HUD Technical Assistance	Continuum of Care (CoC) Leadership approves HMIS Policy and Procedures	10 months
2	Developing an HMIS Lead Evaluation Plan with the support of HUD Technical Assistance	CoC Leadership approves HMIS Lead Evaluation process and plan	10 months
2	Developing and conducting an End User Survey to determine needs and challenges	HMIS Lead develops and conducts an online End User Survey	12 months
2	Planning and implementing ongoing training	HMIS Lead plans and implements ongoing training	14 months
2	Developing an End User Training Plan	HMIS Lead approves and implements HMIS End User Training Plan	14 months
2	Conducting intensive HMIS training to End Users	HMIS Coordinator conducts intensive HMIS training to End Users	15 months

2	Developing and executing an HMIS Lead evaluation process with the support of HUD Technical Assistance, the results use as a benchmark for future, annual evaluations	CoC develops and approves an HMIS Lead evaluation process with the support of HUD Technical Assistance	18 months
2	Reviewing data quality and system performance measures after submission of each reporting period and producing a data quality report	HMIS Lead reviews data quality and system performance measures after submission of each reporting period and develops an HMIS Data Quality Report for the CoC	21 months
2	Participating in ongoing HMIS Software Vendor training as needed for staff/EU	HMIS Software Vendor provides ongoing training to HMIS Coordinator and HMIS Data Quality Coordinator, and agency HMIS administrators	24 months
2	Developing an HMIS Data Strategy Plan with the support of HUD Technical Assistance	CoC approves HMIS Data Strategy Plan	24 months
2	Developing an HMIS Software Evaluation Plan with the support of HUD Technical Assistance and carrying out an HMIS Software Vendor evaluation	HMIS Lead develops HMIS Software Evaluation Plan with the support of HUD Technical Assistance and carries out an HMIS Software Evaluation in July with the Vendor	24 months
3	Attending HUD approved training events in Fall 2019, Spring 2020, and Spring 2021	HMIS Lead attends HUD approved training events in Fall 2019, Spring 2020 and Spring 2021	24 months
3	Attending HUD Academy Fall 2020	HMIS Lead attends HUD Academy Fall 2020	24 months



## Project Budget and Budget Line Items (BLI)

The parties agree this Attachment contains the approved budget for the project. Differences from the budget proposal contained in the applicant's phase 2 application and this Attachment are intentional. Any conflict between the applicant's phase 2 budget proposal and this Attachment will be resolved by adhering to this Attachment.

Budget Line Items* (bold) and sub-activities (unbolded)	Amount Awarded
<b>1. BLI: Upgrading, customizing, and configuring existing HMIS's functionality</b>	<b>\$0.00</b>
<b>2. BLI: Improving HMIS data quality so that it meets HUD's HMIS data and performance standards and the CoC's data needs</b>	<b>\$139,900.00</b>
HMIS Coordinator Wages	\$90,788.00
HMIS Data Quality Coordinator Wages	\$21,200.00
HMIS Coordinator and HMIS Data Quality Coordinator Benefits	\$21,012.00
HMIS Software Vendor two-day intensive train-the-trainer session	\$3,000.00
Develop and implement a Data Quality Plan	\$0.00
HMIS Policies and Procedures	\$0.00
HMIS Lead Evaluation Plan	\$0.00
Online End User Survey	\$0.00
Plan & Implement Ongoing Training	\$0.00
HMIS End User Training Plan	\$0.00
HMIS End Users Training	\$0.00
HMIS Lead Evaluation Plan and initial HMIS Lead evaluation to set benchmarks	\$0.00

HMIS Data Quality Report	\$0.00
26 hours of HMIS Software Vendor ongoing training	\$3,900.00
HMIS Data Strategy Plan	\$0.00
HMIS Software Vendor evaluation and HMIS Software Evaluation Plan	\$0.00
<b>3. BLI: Training of HMIS Lead staff and CoC Leadership through participation in HUD approved training event(s)</b>	<b>\$6,400.00</b>
HUD Training Fall 2019, Spring 2020 & Spring 2021	\$4,900.00
HMIS Academy Fall 2020	\$1,500.00
<b>4. BLI: Activities necessary to complete an HMIS consolidation</b>	<b>\$0.00</b>
<b>5. BLI: Indirect administrative cost</b>	<b>\$0.00</b>
<b>Total Budget</b>	<b>\$146,300.00</b>

\*Budget Line Item changes greater than ten percent (10%) require HUD approval. Note that the 10% applies to Budget Line Items and not to each activity listed underneath each Budget Line Item.



## Appendix 1

### Award Term for Reporting Subawards and Executive Compensation

#### *a. Reporting of first-tier subawards.*

1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this Award Term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this Award Term).

2. Where and when to report.

i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### *b. Reporting Total Compensation of Recipient Executives.*

1. Applicability and what to report. The Recipient must report total compensation for each of the Recipient's five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, the Recipient received—

(A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

i. As part of the Recipient's registration profile at <https://www.sam.gov>

ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### *c. Reporting of Total Compensation of Subrecipient Executives.*

1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To <http://www.fsrs.gov>

ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

#### *d. Exemptions*

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, the Recipient is exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### *e. Definitions.*

For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the Recipient awards to an eligible subrecipient.
  - ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from the Recipient under this award; and
  - ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## Appendix 2

### INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the Grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elect to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the Grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

## Appendix 3

### PERFORMANCE SCHEDULE

Grant Agreement Deliverable	Due Date
<b>Recipients required to receive HUD-assigned Technical Assistance (TA)*</b>	
Meet with HUD-assigned TA provider to agree on level and frequency of TA support needed	30 days after the Federal Award Date
Provide status update on activities and milestones to TA provider	30 days after the Federal Award Date and every 30 days thereafter.
Submit current CoC Governance Charter and HMIS Policies and Procedures to assigned TA provider for review	30 days after the Federal Award Date
Submit updated CoC Governance Charter and HMIS Policies and Procedures to HUD, including documentation evidencing a review of each comment and recommendation identified by the TA provider and correction of all instances of non-compliance with Article II.G. standards and HUD's HMIS requirements.	9 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date
<b>Recipients not receiving HUD-assigned TA or voluntarily receiving HUD-assigned TA</b>	
Submit CoC Governance Charter and HMIS Policies and Procedures to HUD for review	6 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	Starting 90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date

*\*For Grant Agreements that include HMIS Consolidations or HMIS functionality changes the Recipient must receive HUD-funded TA throughout the term of the Grant Agreement. HUD has not approved software changes without HMIS Consolidation.*





# eLOCCS Quick References

March 2018

eLOCCS Quick Reference - Guides		
	Guide	URL
1	<b>eLOCCS Access Guidelines for Grantees</b> These are general LOCCS instructions for obtaining access and filling out the HUD-27054E eLOCCS Access Authorization Form and SF1199A Direct Deposit form.	<a href="#">here</a>
2	<b>eLOCCS Registration Guide</b> Walks you through; <ol style="list-style-type: none"> <li>1. Registering for an ID in Secure Systems</li> <li>2. Having your Secure Systems Coordinator assign you the eLOCCS application and the ADM/QRy eLOCCS roles.</li> <li>3. Requesting eLOCCS access/authorization through the HUD-27054e.</li> </ol>	<a href="#">here</a>
3	<b>eLOCCS Getting Started Guide</b> This guide provides eLOCCS web page examples, familiarizing the user with how navigation works in eLOCCS and how to view, manage and drawdown HUD grant funds.	<a href="#">here</a>
4	<b>eLOCCS Approving Official Recertification Guide</b> This guide is specific to Approving Officials and provides recertification web page examples, as well as instructions on how an organization can change Approving Officials.	<a href="#">here</a>
eLOCCS Quick Reference - Forms		
	Form	URL
1	<b>HUD-27054E eLOCCS Access Authorization Form</b> Use this form to request specific LOCCS Organization and HUD Program Area access. The eLOCCS Access Guidelines for Grantees (#1 in the Guides Quick Reference) has instructions on filling out this form.	<a href="#">here</a>
2	<b>SF1199 Direct Deposit Form</b> Used to establish or change an organizations Banking Institution or Account Number  Instructions on how to fill out and where to send can be found in the eLOCCS Access Guidelines for Grantees (#1 in the Guides Quick Reference).	<a href="#">here</a>
3	<b>HUD-27056 Change of Name or Address Form</b> This form is used when an organization address changes.	<a href="#">here</a>

eLOCCS Quick Reference - Miscellaneous		
	Miscellaneous	URL/Reference
1	<b>Secure Systems Login</b> Select the appropriate Login option from the System Login action(s) on the right-hand side of the page.	<a href="#"><u>here</u></a>
2	<b>Secure Systems Technical Assistance (TAC)</b> <b>Contact TAC;</b> <ol style="list-style-type: none"> <li>1. If you or your Coordinator are having issues registering in Secure Systems</li> <li>2. If you or your Coordinator can't get past the User ID/Password on the Secure Systems User Login page.</li> </ol>	<b>1-888-245-4860</b>
3	<b>eLOCCS Mailbox</b> Only email the mailbox if your local Program Office cannot assist.	<b>eloccs@hud.gov</b>



# eLOCCS Quick References

March 2018

eLOCCS Quick Reference - Guides		
	Guide	URL
1	<b>eLOCCS Access Guidelines for Grantees</b> These are general LOCCS instructions for obtaining access and filling out the HUD-27054E eLOCCS Access Authorization Form and SF1199A Direct Deposit form.	<a href="#">here</a>
2	<b>eLOCCS Registration Guide</b> Walks you through; <ol style="list-style-type: none"> <li>1. Registering for an ID in Secure Systems</li> <li>2. Having your Secure Systems Coordinator assign you the eLOCCS application and the ADM/QRV eLOCCS roles.</li> <li>3. Requesting eLOCCS access/authorization through the HUD-27054e.</li> </ol>	<a href="#">here</a>
3	<b>eLOCCS Getting Started Guide</b> This guide provides eLOCCS web page examples, familiarizing the user with how navigation works in eLOCCS and how to view, manage and drawdown HUD grant funds.	<a href="#">here</a>
4	<b>eLOCCS Approving Official Recertification Guide</b> This guide is specific to Approving Officials and provides recertification web page examples, as well as instructions on how an organization can change Approving Officials.	<a href="#">here</a>
eLOCCS Quick Reference - Forms		
	Form	URL
1	<b>HUD-27054E eLOCCS Access Authorization Form</b> Use this form to request specific LOCCS Organization and HUD Program Area access. The eLOCCS Access Guidelines for Grantees (#1 in the Guides Quick Reference) has instructions on filling out this form.	<a href="#">here</a>
2	<b>SF1199 Direct Deposit Form</b> Used to establish or change an organizations Banking Institution or Account Number  Instructions on how to fill out and where to send can be found in the eLOCCS Access Guidelines for Grantees (#1 in the Guides Quick Reference).	<a href="#">here</a>
3	<b>HUD-27056 Change of Name or Address Form</b> This form is used when an organization address changes.	<a href="#">here</a>

eLOCCS Quick Reference - Miscellaneous		
	Miscellaneous	URL/Reference
1	<b>Secure Systems Login</b> Select the appropriate Login option from the System Login action(s) on the right-hand side of the page.	<a href="#"><u>here</u></a>
2	<b>Secure Systems Technical Assistance (TAC)</b> <b>Contact TAC;</b> <ol style="list-style-type: none"> <li>1. If you or your Coordinator are having issues registering in Secure Systems</li> <li>2. If you or your Coordinator can't get past the User ID/Password on the Secure Systems User Login page.</li> </ol>	1-888-245-4860
3	<b>eLOCCS Mailbox</b> Only email the mailbox if your local Program Office cannot assist.	eloccs@hud.gov

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: FY19 (Federal) CDBG Award and Agreement

Department: Community Development

Presented by: Sam A. Huddleston, Acting Director

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

---

## Summary

CDBG Award and Agreement

## Staff Recommendation

Approve Grant Agreement for CDBG funding FY19.

## Background Information

HUD has awarded the City \$868,733 in CDBG for FY19. **This is the City's** annual grant to fund activities proposed in our Year Five Action Plan.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

The activities funded with the Grant allocation will provide assistance to low- and moderate-income individuals in the areas of services and housing.

### *Engaging Our Community*

Public notice and public outreach activities were conducted to notify the community of the programs and funding available through Community Development.

## Fiscal Impacts

No fiscal impacts are generated by this grant award. Administrative costs for staff and resources will be funded through CDBG allocations for Administration.

## Attachments:

FY 2019 CDBG Agreement



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV  
John J. Duncan Federal Building  
710 Locust Street, Suite 300  
Knoxville, Tennessee 37902-2526

September 12, 2019

Sam Huddleston, Executive Director of Development Services  
City of Murfreesboro  
211 Bridge Avenue  
Murfreesboro, Tennessee 37133-1139

Dear Mr. Huddleston:

The Knoxville Community Planning and Development (CPD) field office would like to thank you for our continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. Enclosed are Grant Agreements for the following programs:

Community Development Block Grant Program (CDBG)	\$868,733
HOME Investment Partnerships (HOME)	\$0
Housing Opportunities for Persons with AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$0
Housing Trust Fund (HTF)	\$0

Total FY 2019 Award	\$868,733
---------------------	-----------

Transmittal of these Grant Agreements does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Murfreesboro.

To establish a Line of Credit for Fiscal Year 2019 grants, it will be necessary for your agency to sign, execute and return two (2) copies of the Grant Agreements. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System, (IDIS), please submit an IDIS OnLine Access Request Form (HUD 27055). Please also ensure the IDIS OnLine Access Request Form is notarized and returned to our office with your Grant Agreements. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.

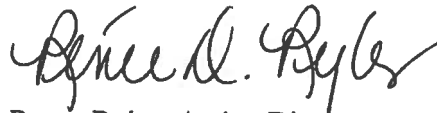
You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two copies of the CDBG Funding Approval/Agreements and return one of the agreements to this office to the attention of Renee Ryles, Acting Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee signs the grant agreements in the box **directly across from the HUD CPD Director's signature. Please do NOT sign the agreement in box 12c.**

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Murfreesboro on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or concerns regarding this grant agreement notification or the procedures set forth in this letter, please contact Michelle Lewis, CPD Representative, at 865-474-8229.

Very sincerely yours,



Renee Ryles, Acting Director  
Office of Community Planning  
and Development

Enclosures

cc

Honorable Shane McFarland,  
Mayor, City of Murfreesboro

**KNOXVILLE OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
PROGRAM YEAR 2018  
CONSOLIDATED ANNUAL ACTION PLAN  
ADVICE AND GUIDANCE**

**MURFREESBORO, TENNESSEE**

The Knoxville Office of Community Planning and Development (CPD), U. S. Department of Housing and Urban Development (HUD) provides the following Advice and Guidance to assist your jurisdiction as it implements the activities under the 2018 Consolidated Annual Action Plan, prepare for the completion of the 2018 Consolidated Annual Performance and Evaluation Report (CAPER), and begin the process for developing the next Plan submission.

**Accessing the Integrated Disbursement and Information System (IDIS) – Important Reminder**

IDIS users are reminded to log into IDIS at least monthly to maintain their system access. The system will remove any and all users that fail to log in within 90 days.

**Technical Assistance**

Technical assistance is available for grantees to implement, operate, or administer CPD-funded program. HUD has Technical Assistance (TA) available to help. Based on the information you provide, HUD will determine the type and level of assistance available to you. Technical assistance is more involved than basic policy questions. It involves recurrent communication with TA providers, possible site visits, and/or longer-term assistance that enables your organization to build skills, knowledge and capacity for operating CPD programs. To make the TA request contact Knoxville CPD or go to the below website:

<https://www.hudexchange.info/program-support/technical-assistance/>

**Environmental Review Procedures for Formula Programs**

Certain activities included in the Consolidated Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG, HOME, Emergency Solution Grants, and Housing Opportunities for Persons With AIDS Programs). Funds for such activities may not be obligated or expended unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification. Grantee are encouraged to submit all environmental review requests in the HUD Environmental Review Online System (HEROS). At this time, such requests may also be submitted to Knoxville CPD.

**Minority Business Enterprise (MBE)/Women Owned Business (WOB) and Section 3 Activities**

Executive Orders 12432 and 11625 require all Federal agencies to promote MBE, including women owned businesses, participation in their programs. The next MBE report, Contract and Subcontract Activity, covers the period of October 1, 2018 - September 30, 2019. As indicated on the form, the required submission date is within 10 days of September 30<sup>th</sup> each year.

### **Section 3**

You are also urged to expand your efforts in complying with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135. Section 3 provides that to the greatest extent feasible opportunities of employment and training be given to lower income residents of the project area and contracts be awarded to businesses located in or owned, substantially by residents of the project area. All direct recipients of HUD funding covered by Section 3 must submit Form 60002 annually. All reports must be submitted in the Section 3 Performance Evaluation and Registry System (SPEARS). The Section 3 Report is due 90 days at the end of each Consolidated Plan grantee's program year and is requested at the time of submission of the Consolidated Annual Performance and Evaluation Report. For more information on access to SPEARS, please go to the following website:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3/spears](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears)

### **Plan's Overall Assessment**

The City of Murfreesboro has been a direct recipient of a Community Development Block Grant (CDBG) since 1984. Funding and oversight come from the U.S. Department of Housing and Urban Development (HUD). As an Entitlement City Murfreesboro is required by the Department of HUD to conduct a comprehensive assessment of its housing and community every five years. The current five year Consolidated Plan covers the period beginning with July 1, 2015 to June 30, 2020 and serves as the guiding document for the City's CDBG program. The Consolidated Plan is up-dated and supported annually by a series of five Annual Action Plans. The City must submit a yearly plan of action in a detailed format prescribed by HUD. This document is the fifth of the five action plans. The actions taken for support of the needs in the community are outlined in this 2019-2020 Annual Action Plan and will principally benefit low- and moderate-income persons.

The CDBG program is administered in the Community Development Department for the City. The City receives a share of the state's Emergency Solutions Grant (ESG) allocation through Tennessee Housing Development Agency (THDA). The City does not receive Home Investment Partnership Program (HOME) funding. The Housing Opportunities For Persons With Aids (HOPWA) grantee for the Nashville-Davidson-Murfreesboro-Franklin MSA is Metropolitan Housing and Development Agency (MDHA). The City consults with MDHA regarding HOPWA allocations. The City is not a direct recipient of any funds covered in §91.2(b).

The Annual Action Plan is a collaborative effort of the City of Murfreesboro, the community at large, social service agencies and housing providers to mention a few of the groups. The

planning process included public hearings, funding requests, gathering of statistical data, and reviews of community plans.

The Fifth-Year Action Plan addresses the City's commitment to principally benefit low-and moderate –income persons city wide. The City continues its commitment to its core housing programs: supporting affordable housing by assisting first-time home buyers with gap financing; owner-occupied housing rehabilitation for single-family homes; and acquisition of real property to be re-developed for affordable housing by non-profit agencies. Additionally, this plan allocates funding for public facilities- sewer improvement to support the low- and moderate-income Rutherford County Area Habitat for Humanity sub-division, Legacy Point, being developed for 74 new homes. Grants will be provided to non-profit agencies through the Public Service program to benefit low-and-moderate-income persons, and The City's commitment for the use of ESG funds from the State of Tennessee will be used to assist with emergency shelter operations and the Homeless Management Information System (HMIS) for the Murfreesboro/Rutherford County Continuum of Care (TN-510).

The City of Murfreesboro did not have any Substantial Amendments to previous plans during the FY 2018 Program Year.

#### **Summary from citizen participation section of plan.**

The following measures were taken to encourage citizen participation:

- Held two public hearings covering the Fifth Year Action Plan: March 6th, 2019 and April 25th, 2019 at Patterson Park Community Center.
- Published all meetings (following City's Public Participation Plan) in the *Murfreesboro Post*, a newspaper of public record, posted notice of meetings on the City website, publicized on the City's cable TV outlet and participated in radio broadcasts informing the public of the planning process.
- Attended meetings with the local CoC listening and requesting participation in the planning process.
- Copies of the draft 2019-20 Fifth-Year Action Plan available for review at the April 25th public hearing; Beginning April 16, 2019 through May 16, 2019 hard copies of the draft Annual Action Plan available for review at City Hall, 111 West Vine Street in the Planning Department; the Community Development Department at 211 Bridge Avenue; the Linebaugh Library at 105 West Vine Street; and the Myrtle Lord Branch at Patterson Park Community Center at 507 Mercury Blvd., Murfreesboro, TN.
- Comment Period established and publicized: April 16, 2019 through May 16, 2019 with responses given as requested.

#### **Summary of public comments**

There were 16 attendees at the March 6, 2019 Public Hearing. A summary of the comments:

- Affordable housing can be a crisis creator when not available. Ownership and rentals for affordable costs are needed. CDBG is good for low and moderate-income for housing. Housing transition is need for elderly.
- Children are impacted by drugs/opioid use in the City. Families are torn apart too.
- Alzheimer community is estimated at 3,000 in Rutherford County.



- Dental services for low and moderate-income dental services have a long waiting list. Additional funding would serve existing need and reduce wait time.
- Elderly is target/need for assistance with utilities, shelter, health, medicines.
- Homelessness: In children is rising; January 2019 point in time count indicates a significant increase from previous years; homelessness/housing crisis cause cascade effect and results in breakdowns in other areas of life and is hard to overcome.

There were 7 in attendance at the April 25, 2019 Public Hearing and no written comment was received.

No additional comments were received.

**Funding Approval/Agreement**Title I of the Housing and Community  
Development Act (Public Law 930383)

HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**

Office of Community Planning and Development

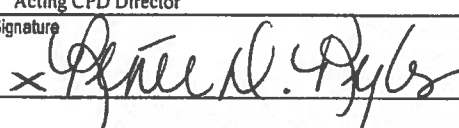
Community Development Block Grant Program

OMB Approval No. 2506-0193

exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Murfreesboro	3a. Grantee's 9-digit Tax ID Number 626000374	3b. Grantee's 9-digit DUNS Number 089553861
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 1139 Murfreesboro, TN 37133	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2019	
	5a. Project/Grant No. 1 B-19-MC-47-0009	6a. Amount Approved \$868,733.00
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Rence Ryles		Grantee Name (Contractual Organization) Murfreesboro (City Of Murfreesboro)	
Title Acting CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 9/12/2019	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 06/12/2019 9b. Date Grantee Notified (mm/dd/yyyy) 9/12/2019 9c. Date of Start of Program Year (07/01/2019)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
		FY (2019)	FY (2018)
a. Funds Reserved for this Grantee		\$868,518.00	\$ 215.00
b. Funds now being Approved			\$ .00
c. Reservation to be Cancelled (11a minus 11b)			
12a. Amount of Loan Guarantee Commitment now being Approved N/A		12b. Name and complete Address of Public Agency City Of Murfreesboro Po Box 1139 Murfreesboro, TN 37133	
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.		12c. Name of Authorized Official for Designated Public Agency	
		Title	
		Signature	

**HUD Accounting use Only**

Batch	TAC	Program Y	A Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153									
	176									
		Y				Project Number		Amount		
		Y				Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

## COUNCIL COMMUNICATION

Meeting Date: 10/24/19

**Item Title:** CIP Funds Transfer  
**Department:** Finance  
**Presented by:** Melissa Wright, City Recorder/Finance Director  
**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

Notification to Council of City Manager approved CIP transfer.

### Background Information

Funding for capital improvement projects is provided by TMBF Loans / Bonds after being allocated and approved by City Council. When reallocation of these funds becomes necessary a request for CIP Funds Transfers is submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to City Council. The following CIP Transfer has been approved:

#### Patterson Dehumidification

The Recreation Director requested that \$60,000 be transferred from Greenway Reconstruction to Patterson Dehumidification. Bids were taken for this project and this transfer will cover the shortage in funding. There is \$17,831 available in the 2016 Bond and the \$42,169 balance needed is available in the 2018 Bond, leaving \$57,831 for Greenway Reconstruction in the 2018 Bond. Total available for Greenway Construction also includes \$100,000 in the 2019 Loan.

#### Underground Utilities – Airport

\$52,272.20 is needed for the underground utilities project at the Airport. The City Engineer has indicated that there are 2018 Bond funds available in the Perlino Drive Bridge project, leaving \$100,229.27 in the 2018 Bond for the Perlino Drive Bridge project.

### Council Priorities Served

*Strong and Sustainable Financial and Economic Health*

Proper funding is necessary for project management and to allow for unanticipated costs.

### Fiscal Impacts

None

**Attachments**

1. CIP Funds Transfer Request – 2016 Bond and 2018 for Patterson Dehumidification
2. CIP Funds Transfer Request – 2018 Bond for Underground Utilities at Airport



... creating a better quality of life

### CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan      2018 Bond

Transfer CIP funds from:

Perlino Drive Bridge      \$ (52,272.20)

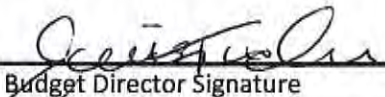
Transfer CIP funds to:

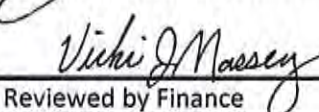
Underground Utilities-Airport      \$ 52,272.20

TOTAL TRANSFER      \$ (52,272.20)

TOTAL TRANSFER      \$ 52,272.20

Explanation: \$52,272.20 is needed for the Underground Utilities - Airport project. The City  
Engineer has indicated that there are funds available in the Perlino Drive Bridge project. It is  
requested that this transfer be made, leaving \$100,229.27 in the 2018 Bond for the Perlino Drive  
Bridge project.

      10-16-19  
Budget Director Signature      Date

      10-21-19  
Reviewed by Finance      Date

Approved      ☒        
City Manager

Declined      ☐      10-16-19  
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



**CIP Funds Transfer Request**

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan     2016 Bond / 2018 Bond

Transfer CIP funds from:

Greenway Reconstruction (2016)     \$ (17,831.22)

Greenway Reconstruction (2018)     \$ (42,168.78)

Transfer CIP funds to:

Patterson Dehumidification (2016)     \$ 17,831.22

Patterson Dehumidification (2018)     \$ 42,168.78

TOTAL TRANSFER     \$ (60,000.00)

TOTAL TRANSFER     \$ 60,000.00

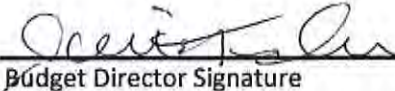
Explanation: It has been requested that \$60,000 be transferred from Greenway Recostruction

to Patterson Dehumidificaiton. Bids were taken for this project and this transfer will cover the

shortage in funding. There is \$17,831.22 available in the 2016 Bond and the \$42,168.78 balance

needed can come from the 2018 Bond, leaving \$57,831.22 for Greenway Reconstruction in the

2018 Bond. Total available for Greenway Reconstruction also includes \$100,000 in 2019 Loan.



Budget Director Signature

10-2-19

Date

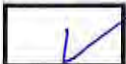


Reviewed by Finance

10-2-19

Date

Approved





City Manager

Declined



10-2-19

Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

**Item Title:** Main Street Banner Request

**Department:** Street Department

**Presented by:** Jenny Licsko

**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**

Requests from Rutherford County Library System, Murfreesboro Parks and Recreation and The YMCA to hang a banner across East Main Street.

**Staff Recommendation**

Approve requests for a banner to be displayed as follows:

1. Rutherford County Library System from April 23 - May 2, 2020 to promote *A Lively Evening on Main*.
2. Murfreesboro Parks and Recreation from October 5 – 15, 2020 to promote the *St. Clair Senior Center Health and Wellness Expo*.
3. The YMCA from October 16-23, 2020 to promote the *ABC Fashion Show, Heroes in Heels*

**Background**

1. The Rutherford County Library System is holding its first fundraising event on May 2, 2020 to supplement the needs of The Linebaugh Library Foundation.
2. Murfreesboro Parks and Recreation has scheduled the 17<sup>th</sup> annual Health and Wellness Expo at the St. Clair Senior Center for October 15, 2020 for the purpose of providing health screenings and flu shots for our senior citizens.
3. The YMCA has scheduled the 10<sup>th</sup> Annual ABC Fashion Show, Heroes in Heels for October 19, 2020 for the purpose of raising funds to support the YMCA After Breast Cancer program in the Rutherford County Area.

To promote these events, these organization would like to hang a banner across Main Street for the dates stated above at the traditional spot for such banner in front of Central Magnet School. No other requests currently conflict with these dates.



**Council Priorities Served***Engaging Our Community*

Allowing banners to be hung across East Main Street is an excellent way to communicate special events to the general public.

**Fiscal Impacts**

None

**Attachments:**

1. Letter of request from Rutherford County Library System.
2. Letter of request from Murfreesboro Parks and Recreation.
3. Letter of request from The YMCA.



Rita Shacklett  
Director of Libraries

#### Board Officers

Tim Bowling  
Chair

Marcie Leeman  
Vice-Chair

Joyce Ealy  
Treasurer

Lynn Alexander  
Secretary

#### Board of Directors

Rollie Holden, Jr.  
Madelyn Scales Harris  
Phil King  
Steve Sullivan  
Lisa Trail  
Jimmy Tyson  
Chris West

October 4, 2019

City of Murfreesboro  
Jenny Licsko  
620 West Main Street  
Murfreesboro, TN 37130

Dear Mayor and City Council,

The Linebaugh Library Foundation, a 501 (c) (3) organization, was created exclusively for the benefit of the Rutherford County Library System. As such, the Foundation plans to hold its first fundraising event on May 2, 2020 dubbed as "A Lively Evening on Main".

In this regard, we would like to request to hang a banner over Main Street in front of Central Magnet School announcing the event.

We have spoken with Jenny Licsko, and she has indicated that the dates of April 23 – May 2, 2020, are available.

Thank you in advance for your consideration of this request. You can reach me by email at [rshacklett@rclstn.org](mailto:rshacklett@rclstn.org) or at 615-410-3904.

Sincerely,

Rita Shacklett  
Director of Libraries



October 1, 2019

Mayor McFarland and City Council  
City of Murfreesboro  
City Hall, 111 W. Vine Street  
Murfreesboro, TN 37130

Honorable Mayor and City Council:

The Murfreesboro Parks and Recreation Department is requesting to hang a banner across East Main Street to advertise for the free Health and Wellness Expo for Seniors 60 and over. The Expo allows seniors to obtain various health screenings, and they will have the opportunity to receive their yearly flu shot then as well. Also, there will be door prizes, snacks, and important information available regarding the health of seniors.

The St. Clair Senior Center has hosted this event since 2003 and has scheduled the 17<sup>th</sup> Annual Health and Wellness Expo for Thursday, October 15, 2020. I respectfully request that the banner be hung October 5-15, 2020, to advertise this popular event. Ms. Jenny Licsko with the Street Department has indicated that the dates requested for hanging the banner are available.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, which appears to read "Nate Williams".

Nate Williams, Director  
Murfreesboro Parks and Recreation  
615-890-5333





**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

**October 10, 2019**

**To Mayor and City Council:**

**The YMCA Murfreesboro Community Programs respectfully requests banner space on East Main for the 10<sup>th</sup> Annual ABC (After Breast Cancer) Fashion Show, Heroes in Heels. Jenny Licsko has indicated to us that the dates of October 16-October 23<sup>rd</sup> are available. The fashion show will be held October 19<sup>th</sup> with 40 breast cancer survivors modeling.**

**All proceeds (100%) raised from the fashion show will support the YMCA ABC program in the Rutherford County area. Through ABC, survivors receive 16 weeks with a Pink Ribbon Certified Personal Trainer, nutritional counseling with a Certified Dietician, lymphedema screening by a Certified Lymphedema Therapist and the support and encouragement they need on their journey ....all for FREE.**

**Thank you for your consideration!**

**Sincerely,**

**Melanie Cavender** 

**ABC Coordinator**

**Murfreesboro Community Programs**

**P.O. Box 12547 Murfreesboro, Tn. 37129**

**(615) 895-5995, prompt #3**

**[mcavender@ymcamidtn.org](mailto:mcavender@ymcamidtn.org)**

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

**Item Title:** Contract with Mid-Cumberland Human Resource Agency (MCHRA)

**Department:** Transportation - Rover

**Presented by:** Russ Brashear, Asst. Transportation Director

**Requested Council Action:**

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

---

**Summary**

Contract with MCHRA to provide paratransit services until June 30, 2024.

**Staff Recommendation**

Approval of contract with MCHRA for paratransit services.

**Background Information**

The City secured significant federal funding for its Rover Transit System (Rover). The receipt of these funds obligates the City to provide paratransit services. The Transportation Department released a competitive RFP for the paratransit Services in June 2019. Only MCHRA submitted a proposal and the Department negotiated with MCHRA to lower their proposed hourly rate to a mutually agreed upon amount. Through FTA policy and guidelines, the Department will determine eligibility for persons using the service and which will be billed to the City for transportation with MCHRA.

This Contract addresses needed community services through clear operational guidelines that are supported by financial penalties.

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service*

Paratransit services are a vital asset to a specific segment of the City's population.

**Fiscal Impacts**

Budgeted monthly operating costs ranges between \$15,000 and \$18,000 and no increase in these cost are anticipated until the third year of the contract. Increases at that time will be assessed and budgeted appropriately, if necessary.

**Attachments:**

MCHRA Contract

## SHARED-RIDE PARATRANSIT SERVICE AGREEMENT

**WHEREAS**, CITY OF MURFREESBORO hereinafter referred to as "CITY" or "Purchaser", desires to promote and provide Shared-Ride Paratransit Services in the City of Murfreesboro, Tennessee; and

**WHEREAS**, CITY is empowered to provide Shared-Ride Paratransit transportation to the general public; and

**WHEREAS**, CITY desires to provide shared-ride, accessible, affordable transportation to the general public, including, without limitation, persons with disabilities; and

**WHEREAS**, MID-CUMBERLAND HUMAN RESOURCE AGENCY, hereinafter referred to as "Contractor" is a public transportation provider; and

**WHEREAS**, Contractor is prepared to furnish such transportation services in the form of Shared-Ride Paratransit Services open to individuals determined to be eligible for such shared-ride services, all in accordance with applicable legal guidelines and regulations of the Federal Transit Administration and the Tennessee Department of Transportation;

**WHEREAS**, CITY desires to have Contractor provide Shared-Ride Paratransit Services as described in this Agreement; and

**WHEREAS**, Contractor has agreed that it will provide said Shared-Ride Paratransit Services in a reasonable and workmanlike manner.

**NOW THEREFORE**, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, in furtherance of the above desires, it is agreed by and between the parties intending to be legally bound hereby as follows:

### A. GENERAL PROVISIONS

1. **Agreement Term** - This Agreement shall be effective as of \_\_\_\_\_, and shall terminate June 30, 2024, unless terminated prior to the expiration of this Agreement in accordance with the terms and conditions set forth herein. The term of this Agreement may be extended by CITY at its sole discretion for up to two extensions of two years each on the same terms and conditions as set forth herein.
2. **Definitions** – The following terms shall have the indicated meanings when used in this Agreement:
  - a. *Shared Ride Paratransit Service* means accessible, affordable, origination to destination service to persons with disabilities.
  - b. *On-Time* means a pick-up that occurs within 15 minutes before to 15 minutes after the scheduled pick-up time.
  - c. *A drop-off* will be deemed on-time if it occurs 30 minutes before to 5 minutes after the passenger's desired drop-off time.
  - d. *Missed Trip* means a scheduled trip that is not provided by Contractor at all or a scheduled trip for which the Contractor's vehicle arrives 30 minutes or more after the scheduled pick-up time.

- e. *ADA* means the Americans with Disabilities Act and all rules and regulations applicable thereto.
- f. *FTA* means the Federal Transit Administration.
- g. *DOT* means the Tennessee Department of Transportation.

3. **Scope of Work** –CITY hereby engages Contractor and Contractor agrees to perform the Shared-Ride Paratransit Services, hereinafter described, subject to the general policies and directions of CITY and to the provisions and requirements of this Agreement. Contractor shall, upon receiving CITY's notice to proceed, do all things necessary to manage, operate, and maintain the services described in this Agreement, including but not limited to:

- a. Employ and supervise all personnel, including managers, supervisors, vehicle operators, mechanics and other maintenance personnel;
- b. Provide management and supervision with respect to such operations and personnel;
- c. Administer training, drug and alcohol testing and safety programs;
- d. Prepare reports and provide information as required by CITY;
- e. Enforce a Dress-Code Policy agreed to by CITY;
- f. Provide all equipment, parts and supplies unless specifically provided by CITY in this Agreement.

4. **Compliance with Laws and Regulations** - Contractor agrees to comply with all applicable laws, rules, and regulations; including without limitation those of the United States, the State of Tennessee, and the City of Murfreesboro.

5. **Contractor Responsibility** – The Contractor agrees that:

- a. As of the date of the execution of this contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the United States, State of Tennessee, any governmental entity, instrumentality, or authority;
- b. As of the date of the execution of this Contract, it has no tax liabilities or other Commonwealth obligations with the United States, the State of Tennessee, or local governmental bodies;
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the CITY if at any time during the term of this Contract, it becomes delinquent in the payment of taxes, or other United States, State of Tennessee or local governmental body obligations, or if it or any of its subcontractors are suspended or debarred by the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment;
- d. The failure of the Contractor to notify the CITY if it becomes delinquent in the payment of taxes or of its suspension or debarment by the State, or the federal government shall constitute an event of default of the Contract with the CITY; and,
- e. The Contractor agrees to reimburse the CITY for the reasonable costs of investigation incurred by the CITY, or the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the CITY, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including



overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations, which do not result in the Contractor's suspension or debarment.

6. **Conflicts of Interest** - It is agreed that all conflicts of interest will be prohibited. No CITY Council Member, nor any member of the immediate family of any CITY Council Member, nor any CITY management/supervisory employee, nor any member of the immediate family of any CITY management/supervisory employee shall be in any way interested in this Agreement nor in the business of Contractor as a principal or as an employee, nor shall any Council Member nor member of the immediate family of any Council Member, nor CITY management/supervisory employee, nor member of the immediate family of any CITY management/supervisory employee receive any compensation, salary, commission or other payment from Contractor.
7. **Cooperative Agreements** - Contractor agrees to abide by cooperative agreements between CITY and other counties or transit authorities.
8. **Contract Approval and Funds** - This Agreement may be subject to approval by the United States Department of Transportation and the Tennessee Department of Transportation. CITY will be bound by the terms of this Agreement only to the extent funds are available. This Agreement's funds and Contractor payment rely on Federal, State and Local funding and participation. This Agreement is conditioned upon the approval and release of those funds. By executing this Agreement, Contractor acknowledges that any Agreement or notice(s) communicated from CITY will be considered to be null and void if at any time, for whatever reason, the Federal and State funds are not released in the full purchase amount.
9. **Assignment/Subcontracting** - Contractor certifies that no assignment or subcontracting of Contractor's rights or obligations under this Agreement shall be permitted by Contractor without prior written authorization from CITY, and any attempted assignment or subcontracting without such written authorization shall be void. CITY shall expect all requirements of this Agreement to be fulfilled by Contractor. All applicable requirements of this Agreement shall be required of any assignees/subcontractor(s) that have been approved in writing by CITY. CITY's approval of any assignment, subcontract, award or delegation shall not release Contractor of any obligation under the Agreement. Contractor shall be fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by Contractor. Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing contained in this Agreement shall create any contractual relationship between any assignee/subcontractor and CITY.
10. **Complete Contract** - It is agreed that this document including all Exhibits and Attachments, Contractor's Proposal, the Request for Proposal (all reviewed and executed by CITY), Clauses and Procedures, Federal and State clauses and certifications and all Addendums to the RFP are incorporated herein, constituting the entire Agreement and understanding between parties hereto with respect to the subject matter hereof and that no other agreement, understanding, representation, or warranty expressed or implied, whether oral or written, exists which in any way limits, extends, or alters any provisions hereof. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. CITY's failure to insist in one

or more instances upon the performance of any term or terms of the Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance by Contractor.

11. **Force Majeure** – Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably beyond that party's control and adversely affecting its ability to perform its obligations, including but not limited to:
  - a. Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.
  - b. Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.
  - c. Any order, judgment, action or determination of any federal or state court administrative agency or government body.
12. **Meetings** – Upon request, Contractor shall, at its own expense, attend CITY Council meetings, public meetings and other meetings to provide information concerning the operation of Shared-Ride Paratransit Services under this Agreement. The General Manager or a supervisor designated by the General Manager shall meet with CITY transit staff at least monthly and at times and locations to be determined by CITY.
13. **Confidentiality** – Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by Contractor in connection with the performance of the Agreement shall not be made available to any individual or organization outside Contractor without the prior written approval of CITY, unless such is required by a court process. Contractor shall promptly notify CITY of any request for such information in a court proceeding.

## **B. OPERATIONS**

14. **General Requirements** – Contractor shall provide the necessary management, technical and operating services for the operation of shared-ride paratransit transportation services as specified by CITY. Contractor shall assist and cooperate with CITY in meeting CITY's goals of providing quality Shared-Ride Paratransit Services. Unless specifically identified as being provided by CITY in this Agreement, Contractor shall furnish all facilities, equipment, personnel and services required to manage and operate the Shared- Ride Paratransit Services.
15. **Shared-Ride Services to be Provided**—Contractor shall provide Shared-Ride Paratransit Service as specified by CITY and as follows:
  - a. The geographic areas to be serviced under the contract will be in the City Limits of Murfreesboro with both origination and destination of each trip being within the City Limits.
  - b. Shared-Ride Paratransit service to be operated involves demand-responsive, origination-to-destination service for persons with disabilities, and medical assistance recipients as determined eligible by the City. Contractors should be prepared to provide regular service with a 6:00 AM pick-up until a 6:00 PM drop-off, Monday through Friday, with

travel time before and after these hours. Saturday Service will operate with service hours of 9:00 AM pick-up, until 4:00 PM drop-off. Travel time should be factored in to meet these pick-up and drop-off times. NOTE: Actual commencement of Saturday service will be mutually agreed upon at a currently unknown date after the start of the Contract.

- c. In-Vehicle Time - Passengers shall not spend more than forty (40) minutes in a vehicle. Contractor will endeavor to group passengers onto vehicles to the maximum practical extent, consistent with ride time, on-time performance and trip completion requirements.
- d. Attendants - Contractor does not supply attendants, but must allow a passenger one attendant, if so requested. Attendants are allowed to ride for free as set forth in applicable ADA Regulations. Customer must notify reservations they will have an attendant when booking their trip.
- e. Contractor shall prepare and utilize a complete and comprehensive preventive maintenance program for all vehicles used in CITY service. The program shall meet or exceed manufacturer's guidelines and shall be submitted to CITY representatives upon request.
- f. Contractor shall identify Contractor vehicles providing CITY Shared-Ride Paratransit Service with signage or decals to be agreed upon.
- g. Contractor shall supply sufficient personnel as necessary to provide on-time shared-ride service for all rides scheduled by Contractor. Contractor shall immediately notify CITY if a vehicle is running late by 15 minutes or more. If contractor is unable to provide sufficient runs and personnel to cover the route obligations, contractor staff agrees to notify CITY as soon as possible. CITY may fill the unmet obligation with another contractor of its choice in an effort to provide uninterrupted service to passengers.
- h. Reservations - Passengers are required to make reservations no later than the day before the service is provided. Reservations Personnel must be on duty on Sundays answering calls 0800-1630 and any additional time required to properly schedule trips for Monday. Call hold times shall not exceed 2 minutes 30 seconds.
- i. The Contractor may provide service to other agencies; however, ROVER riders cannot be denied trips in order to accommodate other agencies/services. Contractor shall be responsible for all customer registration, trip reservation and trip scheduling functions. By 7:00 PM the workday before the service is to be provided, Contractor personnel will schedule next day trips for all ADA service requests received by Contractor by 4:30 PM that workday. Contractor personnel will provide to the City a schedule of next day ADA service trips.

No service is provided on the following Holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving Day
- Christmas Eve
- Christmas Day

- j. City will have view access only to the scheduling software portal for purposes of monitoring. Contractor will have electronic tablets for drivers to access electronic manifests which will include passenger information such as name, origin, destination, scheduled time of pickup, scheduled time of arrival at destination, fares to be collected, and other important information relative to the trip and/or passenger. Contractor shall be responsible for supplying the consumable materials required by said equipment.
  - k. Passenger co-pays for shared-ride paratransit service will be charged on a per person, per trip basis as noted on the daily manifest. Fares will be assessed for transportation only. Passengers currently are required to pay \$2.00 cash fare per one-way trip. The City must approve any increases in fare and is regulated to no more than twice the regular fixed route fare. All collected fares are to be returned to the City through credit by means of a deduction from the Contractor invoice. This returned revenue will be a means by which the City tracks the effectiveness of the service provided by the Contractor. Neither the passenger nor the CITY will be charged for nor pay any costs or penalties associated with waiting fees, or any other surcharge, nor will drivers accept tips from passengers. It shall be the Contractor's responsibility to collect these co-pays, and its accounts and records shall adequately document the collection and remittance of co-pays. No Shows may be billed to the City at a rate equal to the passenger Co-pay which is currently \$2.00 per trip.
16. **Emergency Services** - In the event of a declared civil disorder or natural catastrophe, Contractor shall direct the employees to operate as ordered by federal, state, and/or the City, Local or County Civil Authorities.
  17. **Communications System** – All vehicles used in Shared-Ride Service are required to be equipped with radio or telephone communication systems.
  18. **Supervisor / Dispatcher** - A supervisor or dispatcher is required to be on duty or available at all times when Shared-Ride Paratransit Service vehicles are in service and at least one hour prior to going into service. This person will be required to evaluate employee's readiness and ability to perform scheduled work – ensuring that each employee is not experiencing any impairment that will have any possible outcome on the delivery of services or vehicle maintenance. This person must also monitor and respond to radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues.
  19. **Operators** - All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner and operate vehicles safely.
    - a. Vehicle operators shall greet passengers in a pleasant manner and be sensitive to all passenger needs. Vehicle operators shall minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall assist disabled, elderly, and other needy passengers board/exit the vehicle as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers. Political, religious and cultural view points and debates shall not be discussed in the workplace or on vehicles, and especially not with customers.

- b. Vehicle operators shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products on vehicles shall be prohibited at all times. Contractor will remove the operator from operating a vehicle and or route if such operator uses tobacco at any time onboard a vehicle.
- c. Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or talking on the phone. Only electronic communication devices authorized for work-related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes.
- d. Vehicle operators, when requested by CITY, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by CITY.
- e. Contractor shall require all vehicle operators to complete daily ridership reports if needed, National Transit Database surveys and collect other data and information as required or requested by CITY, the Tennessee Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements.
- f. All vehicle operators shall be neat in appearance and in conformance with an approved Contractor dress code policy that has been approved by CITY.
- g. Contractor is encouraged to adopt and promote on-the-job use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City.
- h. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately- owned vehicle when on official business in connection with the work performed under this agreement.

20. **Public Information** - The Contractor agrees to make available on all vehicles, timetables, schedules, fare schedules, and other public relations materials, not only for service being run by the Contractor but also for other transit authorities or organizations that connect with service of the CITY.

21. **Issues/Complaints** – Any complaint, or applicable comments/suggestions received by CITY that concerns the delivery of transportation services under this Agreement or the behavior of Contractor employees shall be forwarded to Contractor for a full investigation, as soon as possible, but no later than the next regular operating day after the complaint, or applicable comment/suggestion is received by Contractor.

- a. Contractor shall provide a written response to complaints received to CITY within two business days of receiving the complaint. Contractor’s response shall include action(s) taken, if any, to address any problem or complaint. If any serious matters are reported to CITY, CITY may require that the operator or operators in question be removed by Contractor from operating routes of CITY.

- b. Contractor shall report to CITY immediately by electronic means any problems encountered in the provision of Shared-Ride Paratransit Services, any and all complaints received directly concerning the provision of this service and the steps taken to remedy any such problems.

## **C. MAINTENANCE**

**22. All Vehicles, Equipment, and Other Fixed Assets** –Contractor is responsible for the provision of both physical damage and public liability insurance for these vehicles, and they will be operated, maintained, and housed by the Contractor. Contractor shall be responsible for the vehicles, equipment, and other fixed assets used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment, and other fixed assets.

**23. General Maintenance Requirements** - It is agreed that the Contractor shall:

- a. Properly service, maintain, repair, and perform preventative maintenance on the vehicles and furnish all parts and labor which may be required to keep the vehicles in a safe mechanical condition according to the manufacturer's recommendations and industry norms. All repairs and maintenance shall comply with all applicable federal, state, and local laws and regulations.
- b. Promptly repair or make arrangements for the repair of vehicles damaged due to accidents. The Contractor shall be responsible for the cost of all vehicle repairs due to accidents.
- c. Not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the CITY. Preventative maintenance inspections and running repairs shall receive first priority in the use of the Contractor's maintenance resources. Contractor shall adjust work schedules of its employees as necessary to meet all scheduled services and complete preventative maintenance activities. Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet maintenance requirements;
- d. Use parts, materials, tires, lubricants, fluids, oils that meet or exceed original equipment manufacturer specifications and requirements;
- e. Keep the vehicles properly serviced with all necessary oil, fuel, tires, and other fluids necessary for the safe operation of the vehicles.
- f. Keep the interior and exterior of the vehicles neat and clean and the interior free of debris.
- g. Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect.
- h. Provide liability, fire, theft, comprehensive, and collision insurance as required by this Contract.
- i. Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties.
- j. Maintain records of all maintenance and repairs to Contractor vehicles including a hard copy history folder for each vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle including documentation of preventative

maintenance inspections according to the Contractors Preventative Maintenance standards. Records shall be available for the CITY's inspection at any time. The folder shall also contain the vehicle's make, model, year, and serial number along with any invoice information.

- k. Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form.
- l. Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction.
- m. Conform to all State, Federal, and Municipal laws, rules, and regulations with respect to the maintenance and operation of the vehicles.
- n. Furnish and maintain all necessary support vehicles in order to ensure road call maintenance and vehicle towing throughout the service area at all times when vehicles are operated.

24. **Maintenance Evaluations** – The Contractor shall allow the CITY access to the Contractors vehicles and maintenance records to monitor the Contractor's maintenance performance, as the CITY deems necessary.

25. **Vehicle Registration** - Contractor is responsible for Vehicle Registration.

#### **D. CONTRACTOR PERSONNEL**

26. **Independent Contractor** - It is agreed that Contractor is, and will remain in all respects, an independent contractor and not the agent or servant of CITY and it is further agreed that CITY neither has, nor shall in the future, have the power to hire or fire employees of Contractor nor control the actions of the employees of Contractor. Contractor attests that it is authorized under the laws of the State of Tennessee to carry out activities as an independent contractor. Contractor agrees to hire and pay employees and shall make all necessary payroll deductions and payments to federal, state, and local governments, and shall make provisions for Workmen's Compensation where it is required.

27. **General Qualifications** - For the purposes of this Agreement and interpretation thereof, it is agreed that Shared-Ride Paratransit Service is an unusual and specialized function. It is the essence of this Agreement that the passengers be transported regularly, promptly, safely and without interruption or incident. It shall be a primary obligation of Contractor to operate its affairs so that CITY will be assured of this continuous and reliable service. It is recognized that for the protection of the public, vehicle operators must be of stable personality and of the highest moral character. CITY places upon Contractor and Contractor agrees to accept the full responsibility of assuring such qualities in personnel. Contractor agrees that it will not knowingly allow any person to drive a vehicle whose moral character is not of the highest level, or whose conduct might in any way expose the public to any impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a vehicle who is not physically competent or, at that time, not in a condition of mental and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon Contractor.



**28. Management and Supervision** - The overall management and daily supervision of transportation services provided by Contractor shall be the responsibility of Contractor. Contractor shall meet the following minimum requirements unless an alternative Management and Supervision structure is approved in writing by CITY:

- a. Designate and provide the services of a General Manager who shall provide overall management and supervision of the services to be provided under the terms of this Agreement. The General Manager shall have the appropriate education, five (5) or more years of experience in public transportation operations or equivalent managerial experience deemed acceptable by CITY, and supervisory skills and experience necessary to effectively manage all the transportation services to be provided under this Agreement.
  - i. CITY shall be the sole judge in determining whether the General Manager possesses the necessary education, qualifications and experience. The General Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
  - ii. The office of the General Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.
  - iii. At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone, email or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of Contractor regarding all matters pertaining to the transportation services provided under this Contract.
  - iv. Contractor shall assure that any replacements to the proposed General Manager during the term of this Agreement will possess the appropriate and, at a minimum, the qualifications indicated herein.
- b. Support Staff - Contractor must provide dispatchers and other support staff who have two to three (2-3) years of operating and/or transit experience. All support staff are required to be fully trained and familiar with all contractual and operational requirements relating the provision of services under this Agreement. Contractor must provide support staff responsible for:
  - i. Timely and efficient provision of real-time service, vehicle operator conduct and proper documentation of all service-related activity.
  - ii. Providing special attention to timely departures from base for any run pull-outs.
  - iii. Providing continuous monitoring of communication.
  - iv. Answer and respond to telephone calls.
  - v. Basic troubleshooting.
  - vi. Scheduling and assigning drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day.
  - vii. Responding to customer comments and questions daily.
- c. Maintenance Staff - Contractor must provide mechanics, vehicle cleaners, and other maintenance personnel necessary to maintain vehicles and respond to road calls.
- d. CITY will review the performance of Contractor's managerial staff. If poor performance by any member of the management staff is determined, CITY reserves the right to require

remedial and/or corrective action as well as removal from continuing to provide services under this Agreement for just cause.

- e. CITY reserves the right to request the removal of any member of Contractor's managerial staff for just cause from assignment at its discretion.

29. **Key Personnel** – The Contractor's managerial staff are essential to the work being performed under this Agreement. Contractor is required to provide a replacement for a Key Personnel position(s) within thirty (30) days.

30. **Vehicle Operators** - All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner and operate vehicles safely.

- a. All vehicle operators shall be neat in appearance, wear a uniform approved by the Contractor and a Contractor provided badge indicating the driver's first name at all times while on duty. The Contractor shall be responsible for supplying uniforms.
- b. Vehicle operators shall greet passengers in a pleasant manner and be sensitive to all passenger needs. At all times during performance of their duties, conduct themselves in a professional manner. Vehicle operators shall minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall assist disabled, elderly, and other needy passengers board/exit the vehicle as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers. Political, religious and cultural view points and debates shall not be discussed in the workplace or on vehicles, and especially not with customers.
- c. Vehicle operators shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products on vehicles shall be prohibited at all times.
- d. Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or talking on the phone. Only electronic communication devices authorized for work- related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes.
- e. Vehicle operators, when requested by CITY, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by CITY.
- f. Contractor shall require all vehicle operators to complete daily ridership reports if needed, National Transit Database surveys and collect other data and information as required or requested by CITY, the Tennessee Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements.

31. **Minimum Requirements for Vehicle Operators** –The Contractor agrees that all drivers operating vehicles under this Contract shall:

- a. Possess the proper Drivers License required by the State of Tennessee to operate such vehicle. Drivers shall not be permitted to have licenses in more than one state. All drivers shall notify the Contractor of any suspensions, revocations or cancellations of their license. The Contractor shall not permit a driver to operate a vehicle if the driver has no

license and/or more than one license or their license has been suspended, revoked or canceled;

- b. Have not been convicted of a felony unless approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- c. Have not been convicted of a misdemeanor involving theft or dishonesty in the last ten years unless approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- d. Not be allowed to drive a vehicle and transport passengers under 18 years of age if they have a record showing “indicated” or “founded” for child abuse;
- e. Be suspended from transporting passengers if charged with a felony or a misdemeanor involving theft or dishonesty pending the outcome of the case, unless continued work under this contract is approved by the Contractor and the CITY. Approval will be made on a case-by-case basis;
- f. Pass a U. S. Department of Transportation physical examination prior to the initiation of this Contract and every two years thereafter;
- g. Not be addicted to the use of alcohol or controlled substances and participate in a substance abuse testing program if required, in accordance with the U.S. Department of Transportation regulations.
- h. Be unacceptable and be permanently eliminated from driving a vehicle under this Contract if one or more of the following exists in the driver’s or applicant’s personal or professional driving background:
  - i. Two or more chargeable accidents in the last three (3) years.
  - ii. One or more type A violations in the last five (5) years. Type A violations are:
    - 1. Driving while intoxicated;
    - 2. Driving under the influence of drugs;
    - 3. Negligent homicide arising out of the use of a motor vehicle;
    - 4. Operating during a period of suspension or revocation;
    - 5. Using a motor vehicle for the commission of a felony;
    - 6. Aggravated assault with a motor vehicle, and;
    - 7. Operating a motor vehicle without owner’s permission (grand theft).
    - 8. Reckless driving;
    - 9. Speed contest; and
  - iii. Hit and run (BI and PD) driving.
  - iv. Any combination of chargeable accidents and type B violations that equal four or more in the last five years (5 years). Type B violations are defined as all moving violations not listed as Type A violations.
- i. Make passenger safety a primary concern and responsibility;
- j. Possess a good working knowledge of the area in which service is being provided;
- k. Be charged with the responsibility for viewing eligibility cards, collecting fares as determined by the CITY, and accurately completing vehicle and passenger logs;

**32. Minimum Training Requirements for Vehicle Operators** - Prior to permitting a driver to operate a vehicle in service on behalf of the CITY, the Contractor shall adequately provide orientation, training, including but not limited to, vehicle orientation, safe vehicle operation, passenger relations, fare collection, identification cards, on-time performance, completion of required reports, use of communications equipment, accident/incident and emergency procedures, Program Regulations inclusive of proper operation of vehicle wheelchair lift/ramps, required

training concerning the use of drugs and alcohol including over-the-counter/Rx medications, and any other training required by the Contractor, the CITY, or governmental agency. The Contractor shall retrain drivers in any of the above areas, as needed, due to unsatisfactory performance. Any costs associated with the orientation and training sessions shall be the responsibility of the Contractor. The Contractor shall provide the CITY documentation that operators have been trained.

**33. Training Requirements for Maintenance Personnel** – The Contractor agrees that only properly trained mechanics will be used by the Contractor to maintain and service the vehicles.

**34. Personnel Reporting Requirements** - The Contractor shall provide the CITY with the following information:

- a. A list of all drivers, including maintenance, dispatching and supervisory personnel, who will operate any vehicle while providing Shared-Ride Paratransit Service on behalf of the CITY. This list is to include the name, address, date of birth, date of hire, social security number and the Tennessee Department of Transportation Bureau of Motor Vehicles Class number and license number. This information shall be submitted no later than 10 working days prior to the effective date of this contract. The Contractor further agrees to provide the CITY with an updated list of Contractor drivers if such personnel change during the term of this Contract.
- b. The Contractor shall request a Criminal Record Check from the State of Tennessee and a Federal Bureau of Investigation Criminal Background Check prior to the employment and annually for any person who drives a vehicle and transports passengers on behalf of the CITY. The Contractor shall provide the CITY with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the CITY and a copy of the Criminal Record Check for each employee on the list. This information shall be submitted no later than 10 working days prior to the effective date of this contract or the effective date of any extension of this contract. If there are any changes to the driver list submitted by the Contractor after the initial contract effective date or the effective date on any extension of this contract, the Contractor shall submit to the CITY an updated list and copies of Criminal Record Checks, if necessary.
- c. The Contractor shall request the Motor Vehicle Record for any person who drives a vehicle and transports passengers on behalf of the CITY prior to the employment and annually. The Contractor shall provide the CITY with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the CITY and a copy of the Motor Vehicle Record for each employee on the driver's list. This information shall be submitted no later than 10 working days prior to the effective date of this contract or the effective date of any extension of this contract. If there are any changes to the driver list submitted by the contractor after the initial contract effective date or the effective date on any extension of this contract, the Contractor shall submit to the CITY an updated list and copies of Motor Vehicle Records(s), if necessary.

**35. Confidentiality** - No information or records on Contractor employees will be released by the CITY without the written approval of the employee or if required by a court order or subpoena.

### **36. Public Transportation Employees Protective Arrangements**

- a. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
    - i. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
    - ii. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
  - b. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
37. **Disciplinary Action Policy** - Contractor is expected to develop a Disciplinary Action Policy, which indicates what steps will be taken in the event of unsatisfactory performance by its employees. The policy must include steps for remediation and retraining.
38. **Removal of Employees** – Promptly upon the written demand of CITY, Contractor shall remove from activities associated with this Agreement any employees whom CITY considers unsuitable for such work.
39. **Labor Disputes** – If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the CITY.
40. **Equal Employment Opportunity** – Contractor shall develop and implement an Equal Employment Opportunity and Affirmative Action Programs as required by federal, state and local law.
41. **Hours of Service** – Contractor must maintain records of hours worked by all public transit bus drivers, including the name of the driver, shift start and end times and dates, as well as drive start and end times and dates.

### **E. SAFETY**

42. **Safety Program** – Contractor shall assume full responsibility for assuring the safety of passengers, personnel, and members of the public, and for assuring that vehicles and equipment are properly maintained throughout the term of this Agreement. In this regard, Contractor shall

develop and implement an ongoing comprehensive safety program. The safety program shall, at a minimum, meet all applicable federal, state, and local regulations. Contractor shall require all vehicle operators, supervisors, dispatchers, mechanics, and managers to participate in the safety program. CITY reserves the right to participate in the Safety Program, including but not limited to attending meetings, content development, accident investigation and follow up.

- a. **ADA Requirements** – Contractor’s safety program shall include provisions for meeting the Americans with Disabilities Act (ADA) public transit requirements, including policies, regulations and training of all vehicle operators in the safe use of all ADA vehicle equipment. Requirements shall include the operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, boarding and securing of mobility devices, service animal regulations, and disability awareness training.
- b. **Drug and Alcohol Testing Program** – Contractor agrees to establish and implement a Drug and Alcohol Testing Program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or CITY, to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Part 655 and to review the testing process under 49 CFR Part 40. Contractor shall have a written Drug and Alcohol Testing Policy along with detailed procedures for implementing this policy including the identification of any third-party administrator, scope of work that the administrator will perform on behalf of Contractor, and employee training certifications, for review and approval of CITY prior to beginning service under this Agreement and shall provide any updates thereto during the term of this Agreement. Contractor agrees further to certify annually its compliance with Parts 655 and to submit an original signed copy of the annual Federal Transit Administration (FTA) Management Information System (MIS) Drug and Alcohol reports no later than February 15 of every year to CITY.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless the CITY and the City Council from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys’ fees) incurred by the CITY to the extent arising from Contractor’s violation or non-compliance with any certifications covered by this paragraph.

## **F. AGENCIES’ DUTIES AND RESPONSIBILITIES**

43. **Advertising, Media Inquiries and Promotion** - CITY shall be the official source for the issuing of all press releases and marketing activities related to this Contract. Contractor shall notify City of all media inquiries and collaborate with CITY on such media inquiries.
44. **Communication with Vehicle Operators/Other Contracted Employees** - CITY shall have the right through its authorized representatives to communicate directly with Contractor’s vehicle operators or other employees during hours of service operation to obtain general information.

## **G. CONTRACTOR PERFORMANCE**

45. **Performance Standards** – Contractor will perform all Shared-Ride Paratransit Services required by the Agreement according to the performance standards as outlined throughout the agreement and below. Failure by the Contractor to meet these standards may result in the CITY assessing an appropriate liquidated damage amount for each incident of non-compliance as set forth in the Request for Proposal.

### **46. Operating Standards for Shared-Ride Paratransit Service**

- a. The Contractor shall make every reasonable effort to limit rider time on board a vehicle to a reasonable limit. In most cases, this should be no more than 40 minutes.
- b. The service will be provided, and CITY shall be billed only for those customers specifically eligible as determined by the City. The CITY will provide an updated Eligibility List at least monthly or as often as necessary. Contractor will ensure the Eligibility Status is included in the passenger profile of Contractors scheduling software. Transport of unauthorized passengers will be at the expense of the Contractor.
- c. The Contractor shall inform CITY of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason. In consultation the CITY and Contractor shall determine the course of action.
- d. The Contractor must consult with CITY prior to any refusal of service except in emergency situations where safety dictates immediate action. The Contractor may refuse to transport any person or persons who are a threat to the health, safety or welfare of the Contractor's employees or other passengers. Additionally, the Contractor will be responsible for making accommodations to return a customer so as not to leave the customer stranded. In no event will the Contractor leave a disabled customer unattended at his/her destination (referred to as the Do Not Leave Unattended Policy.) The Contractor shall notify CITY within twenty-four (24) hours of action taken in emergency situations when CITY offices are closed.
- e. Passengers shall be allowed a maximum of five (5) minutes to report to the vehicle, measured from the time the vehicle arrives at the pick-up address and the driver notifies passenger of the vehicle's arrival. If rider fails to acknowledge the vehicle's presence and report to the vehicle within five (5) minutes, driver shall report the trip as a no-show. In the event that the driver arrives at the address more than 15 minutes before the scheduled pick-up time, and the customer has not been contacted to confirm an earlier pick-up time, customer shall have five minutes into the fifteen- minute window to report to the vehicle.
- f. CITY and the Contractor shall undertake reasonable efforts to minimize no- shows and late passengers.
- g. For will calls, Contractor will be allowed a maximum of 60 minutes to pick-up the rider from time call is received from rider. If the Contractor determines that this objective cannot be met, it shall notify CITY and request instructions.
- h. Shared-Ride Paratransit Service shall be in all cases door-to-door. This means that all drivers will give passengers whatever reasonable assistance they want and need between the door of the passenger's pick-up or destination point and the door of the vehicle. It does NOT include lifting a passenger, going into a residence, or taking a wheelchair up or down steps.



- i. In all cases where pick-ups will be more than 15 minutes after the scheduled pick-up time, the Contractor's dispatcher will attempt to call passengers and so advise them.
  - j. On-time performance of 87% or above is required. A pick-up will be deemed on-time if it occurs within 15 minutes before to 15 minutes after the scheduled pick-up time. A drop-off will be deemed on-time if it occurs 30 minutes before to 5 minutes after the passenger's desired drop-off time.
  - k. Contractor is responsible for maintaining procedures for the prevention, detection and reporting of suspected fraud and abuse, and must report any instances of customer or driver fraud to CITY immediately.
47. **Vehicle Maintenance Standards** - The CITY's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the vehicle and all equipment on board the vehicle is in fact operable and reliable when in-service.

## H. RECORD KEEPING AND REPORTING

48. **General Requirements** - Contractor shall keep all records and data pertinent to the provision of services described in this Agreement, separate and apart from all other services provided by Contractor.
49. **Audit and Inspection by Governmental Agencies** – Contractor understands that the business conducted under the terms of this Agreement is subject to audit by the State of Tennessee and the United States Department of Transportation and their designated representatives at any time during the term of this Agreement or at a later date established by the State and/or the United States Department of Transportation. Both parties shall agree to abide by any audit findings in terms of refunds or payments due. Any payments or refunds due by or to Contractor shall be paid in full within sixty (60) days of the audit findings. If Contractor is not in agreement with the results of an audit performed by CITY or any funding agency of CITY, Contractor may appeal to CITY following the Protest Procedures contained in Part I, Section I of the RFP.
50. **Records Retention** - All records pertaining to the operation and maintenance as well as ridership, transfers, fares, expenses and the like shall be retained by Contractor for three (3) years after the termination of this Contract and shall be accessible to CITY and duly authorized representatives of CITY, the Tennessee Department of Transportation, and the Federal Transit Administration. Said records shall be kept separate and apart from all other services provided by Contractor.
- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
  - b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which

case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

51. **Open Records** – In compliance with Tennessee Public Records Act, all information within Contractor’s proposal and contained within this contract document or attached, including financial information of a Contractor may be provided as a public record as required by law.

## **I. PAYMENT**

52. **Costs Included in the Price per Trip** - The Contractor shall be required to supply and pay for all administrative, operating and maintenance costs not specifically identified as being the responsibility of the CITY in this agreement.

53. **Prompt Payment of Subcontractors, Vendors, and Suppliers** - The Contractor agrees to pay each subcontractor, vendor, supplier under this Contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontractors.

If the Contractor has not made payments to subcontractors in compliance with the above paragraph, the CITY shall consider the Contractor in Breach of Contract and may elect to make payments directly to the subcontractors(s) on the Contractor’s behalf and deduct any such payments from the amount due to the Contractor.

54. **Taxes** – Proposer will be responsible for the payment of any applicable tax on the services it will provide.

55. **Payment to Contractor** - Payment to Contractor shall be made as follows:

- a. Properly completed and reconciled data from the Contractor scheduling system must be completed by the contractor. Late and/or incomplete Invoices may delay payment.

- b. The CITY shall reimburse the Contractor for each actual revenue service Trip, EXCLUDING PASSENGER CO-PAY, provided according to the following rate schedule:

<b><u>YEAR</u></b>	<b><u>PRICE PER REVENUE SERVICE TRIP</u></b>	
	<b><u>Monday-Friday</u></b>	<b><u>Saturday</u></b>
<b>December 7, 2019 - June 2020</b>	\$55.00	\$85.00
<b>July 2020 – June 2021</b>	\$55.00	\$85.00
<b>July 2021 – June 2022</b>	\$60.00	\$90.00
<b>July 2022 – June 2023</b>	\$60.00	\$90.00
<b>July 2023 – June 2024</b>	\$65.00	\$95.00

- c. Contractor shall not be reimbursed for fares it was required to collect but failed to collect.  
d. The CITY may withhold payment or portions of the payment if CITY determines that the CITY has incurred partial liquidated damages.  
e. Payments will be made to Contractor by the end of 30 days following receipt of invoice on or after the 10th of the month following the month of service invoiced.

## **J. INDEMNIFICATION AND INSURANCE**

### **56. Indemnification**

- a. Contractor agrees to hold harmless CITY, CITY's officers, council members, and employees, the Tennessee Department of Transportation, the Federal Transportation Administration, local governments and the United States Department of Transportation of and from any and all claims, actions, or causes of action of any kind filed or which may be filed by any and all employees of Contractor.
- b. Contractor agrees to indemnify and hold harmless CITY, CITY's officers, council members and employees, the Tennessee Department of Transportation, the Federal Transportation Administration, local governments and the United States Department of Transportation for any and all any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including court costs and attorney's fees, arising out of, in connection with, or resulting from Contractor's actions or failures to act and out of or in connection with loss, damage, theft, or injury by any means to any property of Contractor or of any third person, which said property may be or may have been in or on the vehicles or other equipment of CITY, whether or not such damage was caused by the agents or employees of Contractor. This indemnity provision includes, but is not limited to, any action or claims resulting from the following:
- i. Accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability to the extent caused by, resulting from, connected with or arising out of the negligence, acts, or omissions of Contractor, its officers, directors, employees, agents or subcontractors;

- ii. Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all State and Federal environmental laws and Regulations, Motor Vehicle laws and regulations, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), American with Disabilities Act (ADA), labor laws and regulations, and other laws and regulations for actions undertaken by Contractor in this Agreement; and,
- iii. Infringement of any patent, trademark, or intellectual property right, or violation of any State or Federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related to the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to Contractor by CITY.

57. **Insurance** - The Contractor shall maintain such insurance as will protect the Contractor from claims under Workmen's Compensation laws, disability benefit laws or other employee benefit laws; from claims for damages because of injury, sickness, disease, or death of any person(s) other than his employees; and from claims for damages to property, any or all of which may arise out of or result from the Carrier's operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor for whose acts any of them may be legally liable. The Contractor agrees to carry the following minimum insurance coverage throughout the term of this Contract:

- a. Workers compensation coverage as required by law;
- b. General Liability coverage including employer's liability, of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage Split Limit Policy (SLP);
- c. Auto Liability coverage of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage Split Limit Policy (SLP), hired and non-owned coverage, uninsured/underinsured motorist coverage of no less than \$1,000,000/\$1,000,000 unstacked, and Tennessee Basic First Party Benefit (PA Act 6) of no less than \$5,000 medical payments;
- d. Follow Form Umbrella Liability insurance of no less than \$5,000,000 per occurrence or \$5,000,000 aggregate;
- e. If not provided by the CITY, physical damage coverage written on an All Risk Inland Marine Form for all Equipment, except motor vehicles, listed in Exhibit B, and;
- f. Comprehensive fire, theft and collision coverage for all motor vehicles listed in Exhibit B based on the value of such vehicles as shown in Exhibit B and up-dated from time to time by the CITY. The deductible of collision and comprehensive coverage shall be no more than \$10,000 per occurrence.

58. **Named Insured** - Contractor shall name CITY OF MURFREESBORO, its representatives and employees, the Tennessee Department of Transportation, the United States Department of Transportation, and the Federal Transit Administration as an additional insured with endorsements on auto and general liability on all policies pertinent to the provision of services described in this Agreement. No later than ten (10) days before starting operations of the transit

service, certificates of such insurance, acceptable to CITY, shall be filed with CITY and shall contain a provision that the policy will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to CITY. The Contractor agrees to provide to the CITY a current certificate of insurance as mentioned above at all times during the term of this contract.

59. **Claims Information and Loss Runs** – Contractor shall make available to CITY, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from Contractor or their insurer will be made available to CITY upon request.

## **K. CANCELLATION AND AMENDMENT**

60. **Termination for Convenience** – See Attachment 9 (Required Clauses & Certifications). CITY may terminate this agreement, in whole or in part, for convenience and without cause when it is in the City's best interest upon 30 days written notice to the Contractor. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and CITY shall have no further obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
61. **Termination for Default** – Either party may terminate this Agreement for default, in accordance with this paragraph, if the other party fails to perform a material requirement of this Agreement in a timely manner and in accordance with the other provisions of this Agreement. Prior to termination for default, the non-defaulting party shall give the defaulting party a Notice of Default setting forth the circumstances of the default. The defaulting party shall have thirty (30) days to cure such default (measured from the defaulting party's receipt of the Notice of Default). If the defaulting party fails to cure the default before the expiration of the thirty (30) day cure period, the Agreement shall be terminated upon the expiration of the cure period and the non-defaulting party shall be entitled to exercise all remedies under the law or in equity. Neither party shall not be found in default for events arising due to Force Majeure.
62. **Contract Amendment** - This Agreement may be amended upon mutual consent by both parties, Contractor and the Agencies, and must be confirmed in writing.
63. **Breach or Non-Compliance with Contract** - CITY shall have the right to inspect vehicles and other assets supplied by them and/or investigate operations at any time to determine compliance with the Agreement standards and if CITY should find any breach of Contract or noncompliance with the Agreement or with any rules or regulations pertaining to the same, CITY shall notify Contractor within five (5) days thereafter and if action to correct such noncompliance is not undertaken within three (3) days thereafter and completed within ten (10) days thereafter, this Agreement may, at the option of CITY, be canceled.

64. **Notice Requirement** - In all matters pertaining to this Agreement or to any dispute arising hereunder, both parties hereby appoint the following to represent them in all negotiations, discussions, and other matters related to this Contract and all notices and correspondences to CITY shall be addressed as follows:

CITY OF MURFREESBORO  
ATTN: Russ Brashear, Assistant Transportation Director  
111 West Vine Street  
Murfreesboro, TN 37130  
[rbrashear@murfreesborotn.gov](mailto:rbrashear@murfreesborotn.gov)

All notices and correspondences to Contractor shall be addressed as follows:

Mid-Cumberland Human Resources Agency  
ATTN: Jane Hamrick, Executive Director  
1101 Kermit Drive, Suite 300  
Nashville, TN 37217

65. **Dispute Resolution** - Any and all disputes or disagreements arising between the parties concerning this Agreement, or the interpretation of this Agreement, shall be referred by the parties to non-binding mediation.

**66. Article General Provisions**

- a. Contractor shall pay CITY for all costs and expenses, including attorney's fees, incurred by CITY in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- b. No right or remedy herein conferred on or reserved to the Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.
- c. No covenant or condition of this Agreement may be waived except by the written consent of CITY. Forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor to which the same may apply, and, until complete performance by Contractor of any covenant or condition, CITY shall be entitled to invoke any remedy available to CITY under this Agreement or by law or in equity despite said forbearance of indulgence.
- d. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinabove set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
- e. This Agreement shall be constructed under and in accordance with the laws of the State of Tennessee, and all obligations of the parties created hereunder are performable in Murfreesboro, Tennessee.

- f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.
- g. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- h. FEDERAL PROVISIONS - The federally required contract clauses and provisions set forth in to this Agreement are part of this Agreement. The federally required clauses and provisions supersede and take precedence over any other conflicting clause or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the conditions of this Agreement and hereto, have set their hands and seal the date first written above.

*[signatures appear on the following page]*



**IN WITNESS WHEREOF**, the parties enter into this agreement as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**CITY OF MURFREESBORO, TENNESSEE**

**MID-CUMBERLAND HUMAN RESOURCES  
AGENCY**

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

By: \_\_\_\_\_  
Jane Hamrick, Executive Director

APPROVED AS TO FORM:

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

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Updated Economic Development Plan/TIF Incentive for East College Street Development

Department: Administration

Presented by: Gary Whitaker, Assistant City Manager

Requested Council Action:

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

---

## Summary

Approval of updated Economic Development Plan/Tax-Increment Financing (TIF) Incentive to reimburse One East College, LLC for the cost of public infrastructure improvements, including a new public parking garage, to be incorporated as part of One East College's mixed-use redevelopment project.

## Staff Recommendation

Adopt Resolution 19-R-24 approving the updated Economic Development Plan and TIF Incentive to facilitate Mixed-Use Development by One East College.

## Background Information

On September 11, 2019, City Council adopted Resolution 19-R-19 approving the Economic Development Plan for the East College Street Historic Development Area. The updated Economic Development Plan, attached as Exhibit A to Resolution 19-R-24, is a revised and updated version of the Plan that reflects newly calculated local tax revenue numbers expected to be generated by the One East College development.

The Rutherford County Commission approved the updated Plan on October 17, 2019. The Industrial Development Board of Rutherford County approved the updated Plan on October 23, 2019.

## Council Priorities Served

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

Redevelopment of the site is a vital step in revitalize downtown Murfreesboro. The development proposed by One East College adds significant commercial, retail, and residential properties to the downtown area. The increased assessed value of the site enhances the City and County's future property tax revenues, and the new commercial and retail establishments will generate local sales tax and hotel tax revenue. Additionally, the new development has the potential to spur further redevelopment thus

contributing indirectly to the financial and economic health of the community.

#### Fiscal Impacts

It is estimated that the City and County would realize approximately \$1,229,723 in additional local tax revenues annually from the Development during the pendency of the TIF Incentive. (The expected tax revenue stated in the original version of the Plan was higher because it inadvertently included state sales tax revenue from the development and not just the local option.) In addition, after the TIF Incentive expires, it is estimated that the development would yield over \$645,000 annually in combined property tax revenue to the County and City.

#### Operational Issues

N/A

#### Attachments:

Resolution 19-R-24 (including Economic Development Plan attached thereto as Exhibit A)

**RESOLUTION 19-R-24** regarding Amended Economic Impact Plan for  
East College Street Historic Development Area.

**WHEREAS**, on September 11, 2019, City Council adopted Resolution 19-R-19 approving The East College Street Historic Development Area” (the “Plan”) along with the tax-incentive financing (the “Incentive”) to assist with funding the construction of an on-site garage facility (“Garage Project”) to be incorporated as part of the One East College, LLC development in Downtown Murfreesboro (the “Development”);

**WHEREAS**, prior to being submitted to the Rutherford County Commission for approval on October 17, 2019, the Plan was modified: (1) to reflect a revised estimate of the City and County property tax revenues from the Project; (2) to include only local-option sales tax revenue (as opposed to total state and local sales tax revenue); and (3) to include both the City and County lodging tax; and

**WHEREAS**, the modified Plan, attached hereto as Exhibit A, estimates that the City and County would realize approximately \$1,229,723 in additional local tax revenues annually from the Development during the pendency of the TIF Incentive; and

**WHEREAS**, the modified Plan and Incentive were approved by the Rutherford County Commission on October 17, 2019; and

**WHEREAS**, the modified Plan and Incentive were approved by the Industrial Development Board of Rutherford County on October 22, 2019; and

**WHEREAS**, the Board is authorized by law and has deemed it necessary to provide the Incentive pursuant to the terms of a certain Funding Agreement (the “Funding Agreement”), to be entered into with the Company, which Funding Agreement shall be subject to the approval of the City Manager and the City Attorney; and

**WHEREAS**, the City has been asked to approve the Plan and the Incentive to the Company, as modified and presented in Exhibit A.

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

**SECTION 1.** Findings with Respect to the Project. The City Council of the City of Murfreesboro, Tennessee, hereby finds with respect to the Project that the acquisition, construction and equipping thereof by means of the Incentive is necessary and desirable; that the Plan Area is within an area that could provide substantial sources of tax revenues or economic activity to the City and the County; that the use of the Incentive is in furtherance of promoting economic development in the City and the County; that the use of the Incentive will develop trade and commerce in and adjacent to the City and the County, will contribute to the general

welfare, and will alleviate conditions of unemployment; and that the Project will be necessary and advantageous to the Board in furthering the purposes of the Act.

SECTION 2. Approval of the Incentive and the Plan. The form, content, and provisions of the Plan, and the grant of the Incentive as contemplated herein, in the Funding Agreement and in said Plan are hereby in all particulars approved; and the Mayor, or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered and directed to execute, acknowledge and deliver said Plan, in substantially the form now before this meeting of the City Council, or with such changes therein as shall be approved by the Mayor or Vice Mayor executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, in the name, and on behalf, of the City.

The Mayor or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered, and directed, from and after the date hereof, to do all acts and things, and to execute all documents with the Company, the Board and/or the City as may be necessary or convenient to carry out, and to comply with the provisions of said Economic Impact Plan.

SECTION 3. Miscellaneous Acts. The Mayor, the Vice Mayor, the City Manager, the City Attorney, the City Recorder, the Treasurer, and the Director of Finance or any of them, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, memoranda and certifications, certifications hereinbefore authorized and approved, as may, in his or her discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the granting and implementation of the Incentive or the undertaking of the Project by the Company for the foregoing purposes, including without limitation, the execution, delivery and recordation of any memoranda, certificates or other documents or instruments as they may deem necessary or desirable in connection with the foregoing.

SECTION 4. Limited Obligation and Liability. The obligations of the Board under the Plan and the Funding Agreement (the "Obligations"), and any payments with respect thereto, are limited obligations of the Board and shall not be deemed to constitute a general debt or liability of the Board, except insofar as the applicable portions of the Available Increment has been received by the Board and the same is payable to the Company in accordance with the provisions of the Plan and in the Funding Agreement referenced therein.

Neither the City, the County, the State of Tennessee, nor any other political subdivision thereof, shall be liable for the payment or performance of the Obligations or any agreement, or certification, of any kind whatsoever of the Board and neither

the Obligations, nor any of the agreements, Obligations, or certifications of the Board shall be construed to constitute an indebtedness of the City, the County or the State of Tennessee, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever. No recourse under, or upon any statement, obligation, covenant, agreement, or certification, contained in any of the foregoing documents, or any other document or certification whatsoever; or under any judgment obtained against the Board or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the foregoing documents, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Board, either directly or through the Board, or otherwise, for the payment for, or to, the Board, or any receiver thereof, for any sum that may be due and unpaid by the Board for the Obligations. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, the Board or any receiver thereof, shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents.

SECTION 5. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

SECTION 6. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

SECTION 7. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

# EXHIBIT A



**THE INDUSTRIAL DEVELOPMENT BOARD  
OF RUTHERFORD COUNTY**

Economic Impact Plan for  
East College Street Historic Development Area  
August 28, 2019

**1. Authority**

(a) Industrial development corporations are authorized under T.C.A. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of T.C.A. § 7-53-101 and such other properties that the corporation determines will be directly improved or benefited due to the undertaking of a project.

(b) T.C.A. § 7-53-312 authorizes cities and counties to allocate new incremental tax revenues, which arise from the area subject to the economic impact plan, to an industrial development corporation to promote economic development, to pay the cost of projects, or to pay debt service on bonds or other obligations issued by the corporation.

**2. The Development and Project**

(a) Development. The City of Murfreesboro (the "City"), with the support of Rutherford County (the "County"), intends to support the development of the East College Street Historic Development Area in a mixed-use development project (the "Development"), consistent with the Development Agreement described below. The Development will include commercial office, retail, restaurant, residential and hotel uses, together with a privately-owned parking garage facility that will serve both the users of the Development and the public (the "Garage Project"). The Garage Project is anticipated to be composed of a 3 ½ - story garage with approximately 505 parking spaces. The cost of the Garage Project portion of the Development will be subject to reimbursement as set forth herein. The Development will also preserve and incorporate the sanctuary and bell tower of the old First Methodist Church located at the northeast corner of North Church and East College streets.

(b) Developer. The developer of the Development will be One East College, LLC ("Developer"). Developer will incur all costs associated with the design, construction, and marketing of the Development in accordance with a certain Mixed-Use Development Agreement, dated December 6, 2018 (said agreement, as amended from time to time, being the "Development Agreement"), by and between Developer and the City, which Development Agreement is incorporated herein by reference.

(c) The Plan. The Industrial Development Board of Rutherford County (the "Board") desires to adopt this economic impact plan (the "Plan."), in order to induce the Developer to undertake the Development and to make the Garage Project financially feasible. Upon its adoption, the Board will submit this Plan to the City and

County for their approval. The Garage Project is an eligible project within the meaning of T.C.A. § 7-53-101(15)(A).

### **3. Plan Area**

(a) The Garage Project's location in the downtown area of the City is located on a site that encompasses an entire city block. That block is bound by Lytle Street to the north, Spring Street to the east, College Street to the south, and Church Street to the west (the "Plan Area"), which the Board hereby agrees and determines is the property that will directly benefit from the development of the Project.

(b) The map of the Plan Area, consisting of approximately 2.5 acres, is shown on **Exhibit A** attached hereto. A Tax Map and Parcel numbers of the real property in the Plan Area are Tax Map: 91K Group "G" Parcels 8.00, 8.01 and 9.0.

(c) Upon adoption of this Plan, the Plan Area is hereby declared to be subject to this Plan.

### **4. Expected Benefits to City and the County**

(a) The Garage Project is expected to promote economic development in the downtown area by providing well-located, safe parking facilities thereby inducing the occurrence of the Development, leading to the redevelopment of the Plan Area by adding commercial office, retail, restaurant, residential, hotel and parking opportunities that will draw residents and tourists to downtown Murfreesboro. It is anticipated that the Development will become a catalyst for further redevelopment of the surrounding areas downtown.

(b) As Murfreesboro is the largest City in Rutherford County and is the county seat, this revitalization will directly benefit the County and the City.

(c) It is also expected that the Development, including the Garage Project, will accelerate the timing of the improvement of downtown Murfreesboro relative to development that might have occurred without the Garage Project. These activities will be a major catalyst in returning the area to a prominent role in the civic, economic, and cultural life of the City and the County, providing a center-City gathering place for people to park, work, live, shop and dine in a metropolitan setting.

(d) The Development will entail approximately \$65,000,000 to \$70,000,000 of capital investment in the Plan Area and should create, using a conservative estimate, 1,680 construction jobs during construction of the Development. A significant part of the Development will be commercial office, retail, restaurant and hotel uses, which will result in significant long-term job creation. A reasonable estimate of such full time equivalent jobs created is 520.

(e) The City and the County are also expected to realize additional tax receipts as a result of the Development. With respect to property taxes, the property was publicly owned in 2018 and therefore has a base tax of zero. Transferring the property to

private ownership and the capital investment in developing the property will create incremental property tax revenue that would be applied as provided herein to pay for costs of developing the Garage Project. The capital investment in the development is approximately \$55,000,000 to \$70,000,000, resulting in an appraised value of approximately \$46,069,000. At current property tax rates at the capital investment amount alone, this appraised value will generate annual property tax revenues of approximately \$409,000 to the County and \$237,500 to the City, for a total of \$646,500 after the tax appraisal of the completed Development. The County Dedicated Taxes percentage for 2019 is 21.62% of its budget, which would equate to \$88,416, and the City Dedicated Taxes percentage for 2019 is 12.883% of its budget which would equate to \$30,610 (these percentages and numbers will vary each year).

(f) The new commercial and retail establishments within the Development will result in increased annual local sales tax revenues. The retail and restaurant and hotel uses within the Development are estimated to produce \$291,638 in local sales taxes based on \$350/sf/year. The hotel is expected to produce additional sales and lodging tax revenue. With a 110-room hotel averaging \$200/room x 80% occupancy for 365 nights, the hotel would generate approximately an additional \$176,660 in local sales tax revenue. In addition, lodging taxes based on these numbers would produce an additional \$642,400 in taxes, \$321,200 to the County and \$321,200 to the City. Therefore, the City and County would realize approximately \$1,229,723 in additional local tax revenues annually from the Development during the pendency of the TIF Incentive, as defined in Section 5 below.

## **5. Distribution of Property Taxes and Tax Increment Financing**

(a) Distribution of Taxes. In accordance with and subject to T.C.A. § 7-53-312(c) and T.C.A. § 9-23-1010 *et seq.* (the "Tax Increment Act"), real property taxes (excluding personal property taxes) imposed on the property located within the Plan Area will be allocated and distributed as provided in this subsection. The taxes assessed by the City and the County on the real property (excluding personal property taxes) within the Plan Area will be divided and distributed as follows:

(i) The portion of the real and personal property taxes payable with respect to the Plan Area equal to the year prior to the date of approval of this Economic Impact Plan (the "Base Tax Amount") was Zero and no/100 Dollars, since the Plan Area was owned by the City.

(ii) The "Dedicated Taxes" are defined in *Tennessee Code Annotated* § 9-23-101, *et. seq.* (the "TIF Uniformity Act"), as "that portion of property taxes, if any, designated by a taxing agency to pay debt service on the taxing agency's debt." "Taxing agency" is defined in the TIF Uniformity Act as "any county, city, town, metropolitan government or other public entity that levies property taxes on property within a plan area and that has approved the plan." The Dedicated Taxes will be allocated to and will be paid to the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid. The excess of real and personal property taxes over the Base Tax Amount and the

Dedicated Taxes (the "TIF Revenues") shall be allocated and, as collected, paid into a separate fund or funds of the Board, created to hold such payments until the TIF Revenues in the funds are to be applied (A) first, equally to reimbursing the City, County, and the Board for costs, including without limitation legal fees, of preparing, negotiating and adopting this Plan and the associated documents implementing the incentive hereunder until all such costs are fully paid ("Initiation Expenses"); (B) then, up to 1% of the TIF Revenues for the reimbursement of the actual administrative expenses of the City, County and Board for administering the Plan, include a reasonable allocation of overhead expenses ("Administrative Expenses"); and (C) thereafter, to Developer to pay for Eligible Costs within the Plan Area (the "TIF Incentive"). Calculations of TIF Revenues with respect to the Plan Area will be done on an aggregate basis as provided in Section 103(c) of the TIF Uniformity Act.

**(b) Eligible Costs.** As provided in a separate Funding Agreement to be entered into by and between the Board and the Developer, the TIF Incentive will be used only to reimburse the Developer for the design and other costs incurred to construct the Garage Project and related public infrastructure (the "Eligible Costs").

**6. Public Infrastructure.** "Public Infrastructure" is defined in Section 102(15) of the TIF Uniformity Act, and includes, without limitation, "publicly-owned or privately-owned parking lots, facilities or garages..." Consequently, the TIF Incentive is not subject to the written determination of the Tennessee Commissioner of Economic and Community Development or the Tennessee Comptroller.

**7. Maximum Amount.** The aggregate amount of the TIF Incentive for all Initiation Expenses, Administrative Expenses, and Eligible Costs will not in any event exceed \$6,000,000.00 ("TIF Maximum Amount").

**8. Commencement Date.** Pursuant to the Funding Agreement, the Developer shall agree to commence the Development (the "Commencement Date"), defined as the demolition of the buildings in the Plan Area (other than the church bell tower), by January 24, 2020 (the "Required Commencement Date"), subject to the Force Majeure provision of the Funding Agreement and to unforeseen delays in governmental approvals, provided that such events or delays are approved by the City Manager of the City of Murfreesboro (the "City Manager") or City of Murfreesboro City Council. If the Commencement Date does not occur by the Required Commencement Date, then this Plan shall expire, unless the Required Commencement Date is extended by written agreement of the Developer, the Board and the City Manager.

**9. Time Period; Payments.** The Available Increment, after deduction of the Initiation Expenses and the Administrative Fee, will be applied by the Board to the TIF Incentive beginning with the allocation of the Available Increment for the earlier of the calendar year in which the Garage Project, the hotel, office, and residential components of the Development are assessed following completion, or calendar year 2023 (the "Initial Allocation Year"). The term of the Funding Agreement and this Plan shall end (the "End of the Term"), and the payment of the Available Increment to the Company shall terminate upon the earlier of the payment of the

TIF Maximum Amount, or upon the allocation of fifteen (15) annual payments of the Available Increment from and including the payment of the Available Increment for the Initial Allocation Year, after which time all property taxes will be collected by the City and County in the normal course. The City and County will allocate and pay the Available Increment to the Board no later than sixty (60) days after the date that taxes are paid, as to each of the City and the County for each tax year. Delinquent payments received by the City and the County will be allocated to the Board, to the extent required no later than sixty (60) days of receipt by the City or County with interest to the extent provided in the TIF Uniformity Act.

**10. Default.** In the event of a default by the Developer under the Mixed-Use Development Agreement or the Funding Agreement, the TIF Incentive may be terminated by the City or the Board, in which case all property taxes will be collected by the City and County in the normal course.

**11. Debt Issuance.** The Board may borrow funds through the issuance and sale of notes, bonds or other obligations of the Board in one or more issuances, to pay the Initiation Expenses and the TIF Incentive, to the extent permitted by the Act. The Developer may be the bond or note holder. The Board may pledge all or a portion of the TIF Revenues allocated to the Board pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon, provided that the payment of any interest thereon shall not increase the TIF Maximum Amount. In no event will the obligations issued by the Board be considered a debt or obligation of the City or the County in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Board. Any debt obligation of the Board may be refinanced by the Board at any time as permitted by the Act, and upon such refinancing, available tax increment revenues shall be applied to the payment of such refinancing debt to the extent such tax increment revenues were to be used to pay the debt that is being refinanced. Any and all documents to be entered into by the Board with respect to the foregoing shall be in form and substance acceptable to the Board, in its sole discretion, and subject to the Developer completing the Board's application form and payment of its normal application fee.

**12. Finding of Economic Benefit.** The Board, the City and the County, by the adoption of this Plan, find that the Garage Project, which is making the provision of the remaining portions of the Development, including the hotel possible, is within an area that could provide substantial sources of tax revenues and economic activity to the City and the County, and find that the use of the TIF Revenues, as described herein, is in furtherance of promoting economic development in the City and the County, and that the use of the TIF Revenues as provided herein will develop trade and commerce in and adjacent to the City and the County, will contribute to the general welfare, and will alleviate conditions of unemployment; and that the construction and equipping of the Garage Project will be necessary and advantageous to the Board in furthering the purposes of the Act.

**13. Approval Process.**

**(a)** Pursuant to T.C.A. § 7-53-312, the process for the approval of this Plan is as follows:

(b) The Board shall hold a public hearing on this Plan after publishing notice of such hearing in a newspaper of general circulation in the City at least two weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board shall submit the Economic Impact Plan to the City and County for their approval.

(c) The governing bodies of both the City and the County must approve this Plan for this Plan to be effective to both the City and the County. This Plan may be approved by resolution of the City Council and County Commission, whether or not the local charter provisions of the City or County provide otherwise. If the governing body of either the City or the County fails to approve this Plan, this Plan will not become effective. If either the City or County make any changes to this Plan in connection with their approval hereof, such changes must be approved by the Board following a public hearing related thereto, and such changes must also be approved by the City or County, as applicable.

(d) Once the governing body of the City and the County has approved this Plan, the Plan and related documents must be filed with the local taxing officials and the Comptroller of the State. Annual statements of incremental tax revenues allocated to the Board shall be filed with the State Board of Equalization. The Board will also comply with all other requirements of the Tax Increment Act and other applicable laws.

In witness whereof the parties hereto have entered into this Agreement as of the Effective Date.

**APPROVED:**

ATTEST:

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF RUTHERFORD COUNTY**

\_\_\_\_\_  
Secretary

(SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman  
Date August 28, 2019 and October 30, 2019

**APPROVED:**  
**CITY OF MURFREESBORO, TENNESSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: September 11, 2019, and October 24, 2019

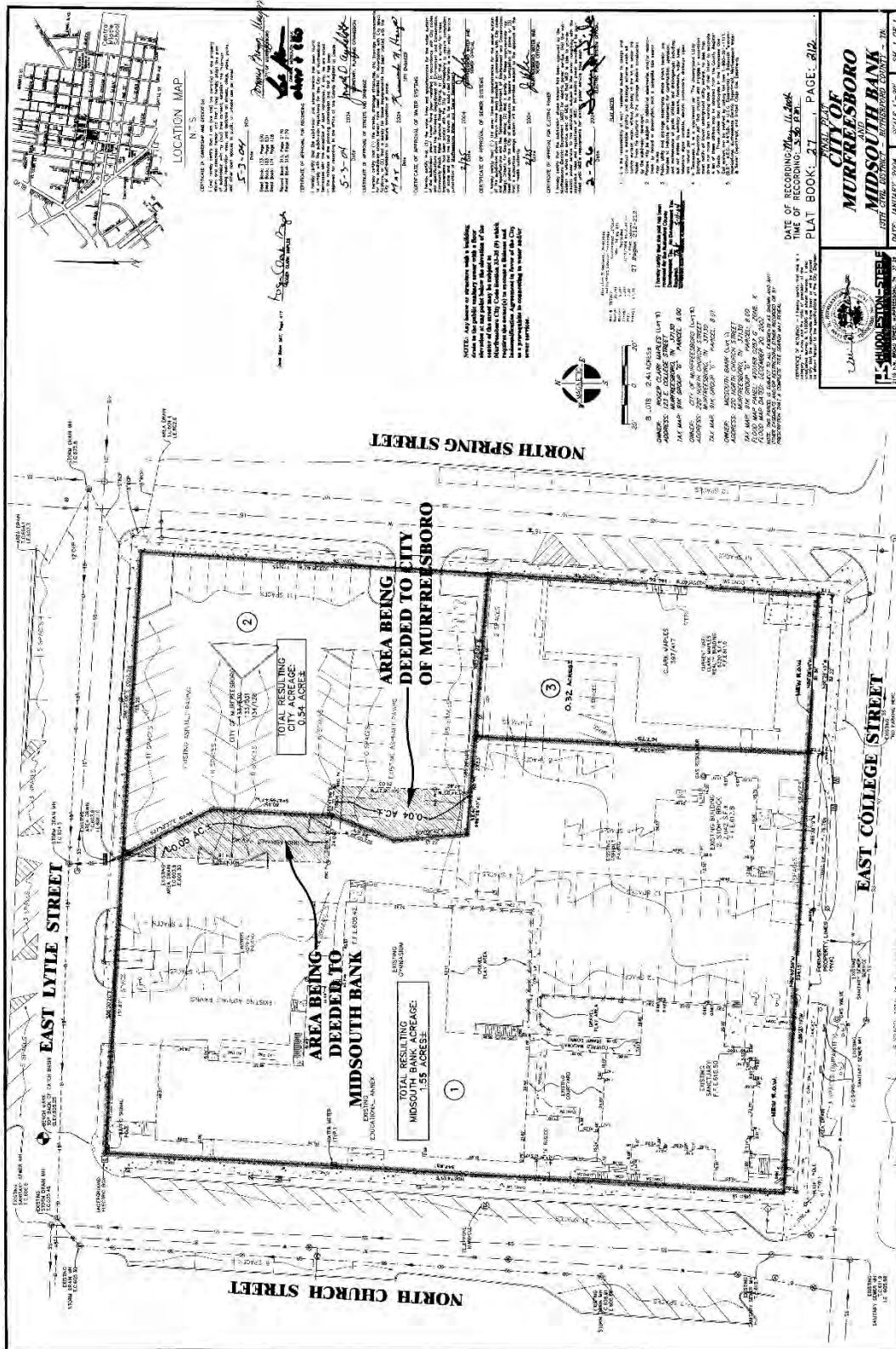
**APPROVED :**  
**RUTHERFORD COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: October 17, 2019



# EXHIBIT A



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Budget Amendment Ordinance 19-O-39

Department: Finance

Presented by: Melissa Wright

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

Modification of the 2019-2020 Budget to incorporate expenditure decisions made during the 2019-2020 fiscal year.

## Staff Recommendation

Approve Ordinance 19-O-39 modifying the 2019-2020 Budget.

## Background Information

### Fire

The Christy-Houston Foundation has awarded the Fire department a grant to purchase medical and protective equipment for an Active Shooter/Assailant Event. Revenues are increasing by \$98,250 and expenditures are increasing by \$98,250.

### Police

The Department of Justice has awarded the 2019 JAG Grant to the Police Department. Additionally, the County's portion of the 2018 JAG Grant was unable to be spent during the FY 2019 fiscal year. Revenues are increasing by \$93,791 and expenditures are increasing by \$93,791.

### Community Development

As in prior years, the Community Development budget is being adjusted to align with the actual grant award for the current year, which was not available until after budget adoption, as well as, the final amounts of carryover from the previous years' grants and adjustment to Program Income. Revenues are increasing by \$8,795 and expenditures are increasing by \$8,795.

## Council Priorities Served

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

Presenting budget amendments ensures that the Financial Policies adopted by Council, which lay the groundwork for economic health, are maintained.

## Fiscal Impacts

The proposed budget amendments have no impact on the General Fund.

## Attachments:

Ordinance 19-O-39 and Exhibit A

**ORDINANCE 19-O-39** amending the 2019-2020 Budget (1<sup>st</sup> Amendment).

**WHEREAS**, the City Council adopted the 2019-2020 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 19-O-12, on June 13, 2019 to implement the 2019-2020 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2019-2020 Budget by this Ordinance to incorporate expenditure decisions made during the 2019-2020 fiscal year.

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

SECTION 1. The 2019-2020 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2019-2020 at the earliest practicable time, the welfare of the City requiring it.

Passed:	_____
1 <sup>st</sup> reading	_____
2 <sup>nd</sup> reading	_____

Shane McFarland, Mayor

ATTEST:	APPROVED AS TO FORM:
---------	----------------------

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<b>General Fund</b>				
<u>Revenues</u>	<u>Revenues</u>			
Fire Department	Other Grant Revenues	\$ -	\$ 98,250.00	\$ 98,250.00
Police Department	Federal Grants	\$ -	\$ 93,791.00	\$ 93,791.00
Community Development	Community Development Grant	\$ 937,733.00	\$ 916,528.49	\$ (21,204.51)
Community Development	Community Development Program Income	\$ 50,000.00	\$ 80,000.00	\$ 30,000.00
				<u>\$ 200,836.49</u>
<u>Expenditures</u>	<u>Expenditures</u>			
Fire Department	Grant Expenses	\$ -	\$ 98,250.00	\$ 98,250.00
Police Department	Jag Grant Expense	\$ -	\$ 93,791.00	\$ 93,791.00
Community Development	Administration	\$ 160,147.00	\$ 159,897.00	\$ (250.00)
Community Development	Acquisition	\$ 305,000.00	\$ 335,000.00	\$ 30,000.00
Community Development	Child Abuse Prevention	\$ -	\$ 10,299.00	\$ 10,299.00
Community Development	Childcare Services	\$ -	\$ 8,400.00	\$ 8,400.00
Community Development	Youth/Crime Prevention	\$ -	\$ 7,000.00	\$ 7,000.00
Community Development	Healthcare	\$ -	\$ 31,049.00	\$ 31,049.00
Community Development	Job Training	\$ -	\$ 18,500.00	\$ 18,500.00
Community Development	Homeless Prevention	\$ -	\$ 21,250.00	\$ 21,250.00
Community Development	Domestic Abuse	\$ -	\$ 11,000.00	\$ 11,000.00
Community Development	Housing Rehabilitation	\$ 91,586.00	\$ 77,133.49	\$ (14,452.51)
Community Development	Affordable Housing	\$ 100,000.00	\$ 110,000.00	\$ 10,000.00
Community Development	Elderly	\$ -	\$ 6,000.00	\$ 6,000.00
Community Development	Public Service Grants	\$ 130,000.00	\$ -	\$ (130,000.00)
				<u>\$ 200,836.49</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 1,475.00	\$ 1,475.00	-

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Amending the Marketplace at Savannah Ridge PUD along  
Shelbyville Pike  
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

---

## Summary

Amend the Marketplace at Savannah Ridge PUD on approximately 24.15 acres located along Shelbyville Pike.

## Staff Recommendation

Conduct a public hearing and enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

## Background Information

Baker Storey McDonald presented a zoning application [2019-422] to amend the Marketplace at Savannah Ridge PUD (Planned Unit District) on approximately 24.15 acres along Shelbyville Pike. During its regular meeting on August 7, 2019, the Planning Commission conducted a public hearing on this matter and then voted to defer action. At its September 4, 2019 regular meeting, the Planning Commission considered **the matter under "Old Business" and voted to recommend its approval.**

## Council Priorities Served

### *Engaging Our Community*

Public hearings are the official source of public input from stakeholders for zoning applications.

## Attachments:

1. Ordinance 19-OZ-36
2. Maps of the area
3. Planning Commission staff comments from 9/4/19 meeting
4. Planning Commission minutes from 8/7/19 and 9/4/19 meetings
5. Marketplace at Savannah Ridge PUD pattern book
6. Other miscellaneous exhibits

4. Planning Commission minutes from 8/7/19 and 9/4/19 meetings
5. Marketplace at Savannah Ridge PUD pattern book
6. Other miscellaneous exhibits



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 4, 2019**

**PROJECT PLANNER: MARINA RUSH**

- 3.a. Zoning application [2019-422] for approximately 24.15 acres located along South Church Street to amend The Marketplace at Savannah Ridge PUD to modify the site and building design, Baker Storey McDonald applicant. (project planner: Marina Rush)**

The applicant, Baker Storey McDonald, is requesting to modify the pattern book for The Marketplace at Savannah Ridge PUD, located along the east side of South Church Street and north of Joe B Jackson Parkway. On August 7, 2019, the Planning Commission conducted a public hearing on the zoning application and deferred it to a later date to allow time for the applicant to improve the building elevations depicted in the pattern book.

The commercial building materials will be a combination of brick, natural stone, Nichiha to simulate cedar vintage wood, architectural metal panels, and EIFS with store front glass windows and doors. The residential townhomes will have varied sloping shingles roof with a blend of masonry and siding materials. The revised building elevations for the pattern book are attached to this staff report.

**Public Hearing**

The public hearing was conducted on August 7, 2019. The Planning Commission will need to discuss the revisions and this zoning request, and then formulate a recommendation for the City Council.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 7, 2019**

**PROJECT PLANNER: MARINA RUSH**

- 3.a. Zoning application [2019-422] for approximately 24.15 acres located along South Church Street to amend The Marketplace at Savannah Ridge PUD to modify the site and building design, Baker Storey McDonald applicant. (project planner: Marina Rush)**

The subject property is located along the east side of South Church Street and north of Joe B Jackson Parkway. It is comprised of twelve parcels totaling 24.15 acres. One parcel has a vacant single-family residential structure (3.9 acres) and the remaining are vacant. These are identified as follows:

1. Tax Map 125, Parcel 26.0	(18.4 acres)
2. Tax Map 125, Parcel 40.0 (vacant house)	(3.9 acres)
3. Tax Map 125N, Group E, Parcel 62.0	(.23 acre)
4. Tax Map 125N, Group E, Parcel 61.0	(.19 acre)
5. Tax Map 125N, Group E, Parcel 60.0	(.19 acre)
6. Tax Map 125N, Group E, Parcel 59.0	(.19 acre)
7. Tax Map 125N, Group E, Parcel 06.0	(.19 acre)
8. Tax Map 125N, Group E, Parcel 05.0	(.19 acre)
9. Tax Map 125N, Group E, Parcel 04.0	(.19 acre)
10. Tax Map 125N, Group E, Parcel 03.0	(.19 acre)
11. Tax Map 125N, Group E, Parcel 02.0	(.19 acre)
12. Tax Map 125N, Group E, Parcel 01.0	(.19 acre)

**TOTAL ACRES: 24.15 acres**

The Marketplace at Savannah Ridge Planned Unit Development (PUD) was originally approved in September 2006 as a Planned Commercial Development (PCD) and amended in September 2017 to a PUD in order to allow for a mixture of land uses, including thirty townhomes, four single-family detached residences and 195,545 square feet of commercial area. The current requested amendment to the Marketplace at Savannah Ridge PUD is to allow the following to be developed:

- 12 Commercial Buildings (137,455 square feet);
- Townhomes (37 units);
- Single-family detached residences (0.0); and
- Relocate Stormwater Management Areas.

The approved architectural design and character for the commercial and residential components would remain as approved in September 2017.

On July 17, 2019, the Planning Commission commented on the need to provide adequate landscaping buffers around the development between the adjacent residences and future commercial development on the subject property. The applicant has modified the pattern book with the following changes:

- (Page 17) – correct the Parking Calculation table to reflect the accurate building area square footage for each Lot #, as depicted on the site plan.
- (Page 21) – provide a corresponding map that depicts the Phase 1 site access locations for Access #1 through #5 consistent with the text on this page.
- (Page 22) – provide a corresponding map that depicts the Phase 2 site access locations and delivery truck route plan consistent with the text on this page.
- Site Plan and Conceptual Landscape Plan – revise layout to show separation between the storm management area and the residences and the Type B buffer located at the Hyannis Drive entrance.

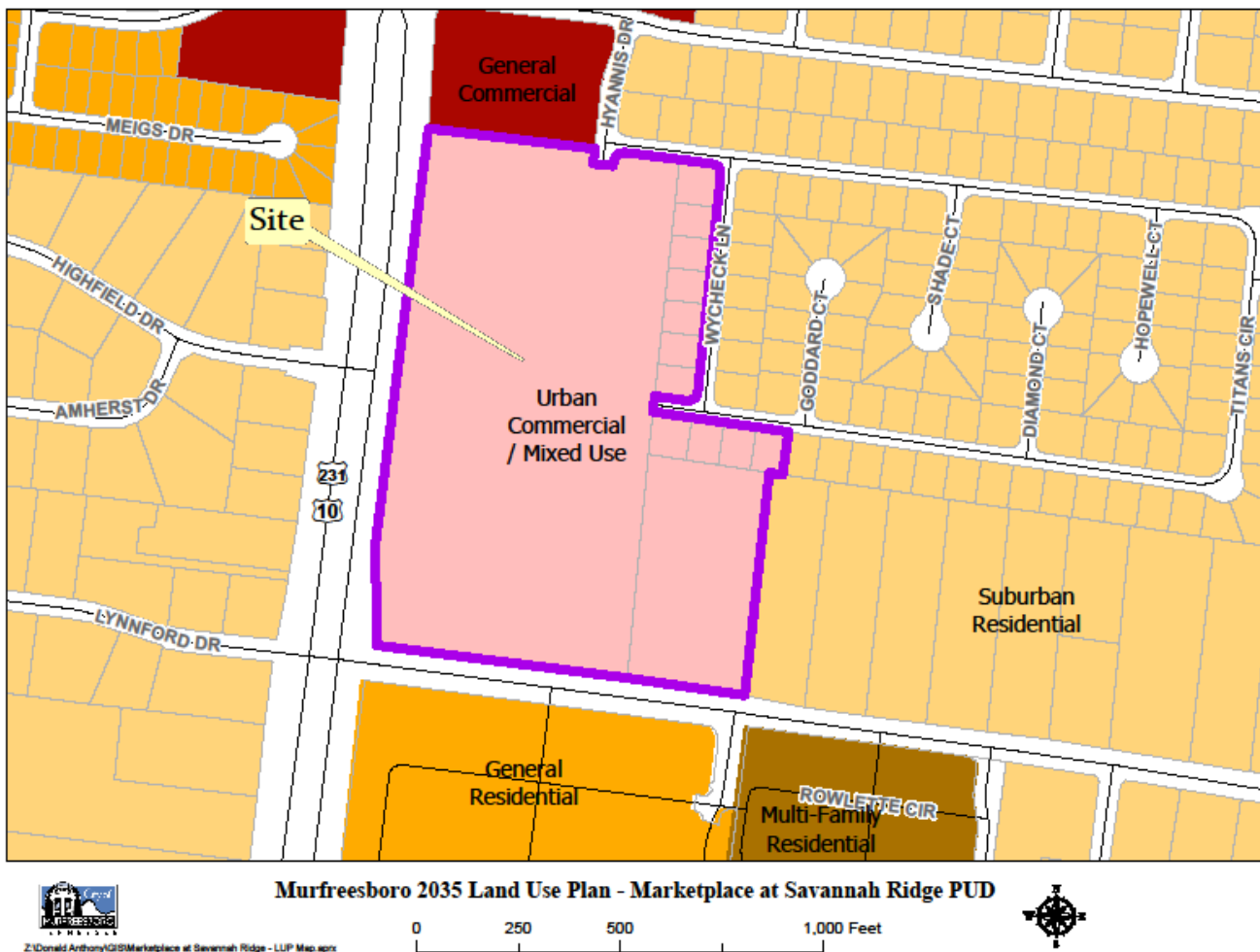
### **Adjacent Zoning and Land Uses**

Adjacent zoning to the south is PCD and developed with a Walmart. To the east is zoned single family residential (RS-8 and RS-15) and developed with single family residences. To the north, the property is zoned PCD and developed with a restaurant, and to the west is unincorporated Rutherford County land and is developed with single family residences.

### **Future Land Use Map**

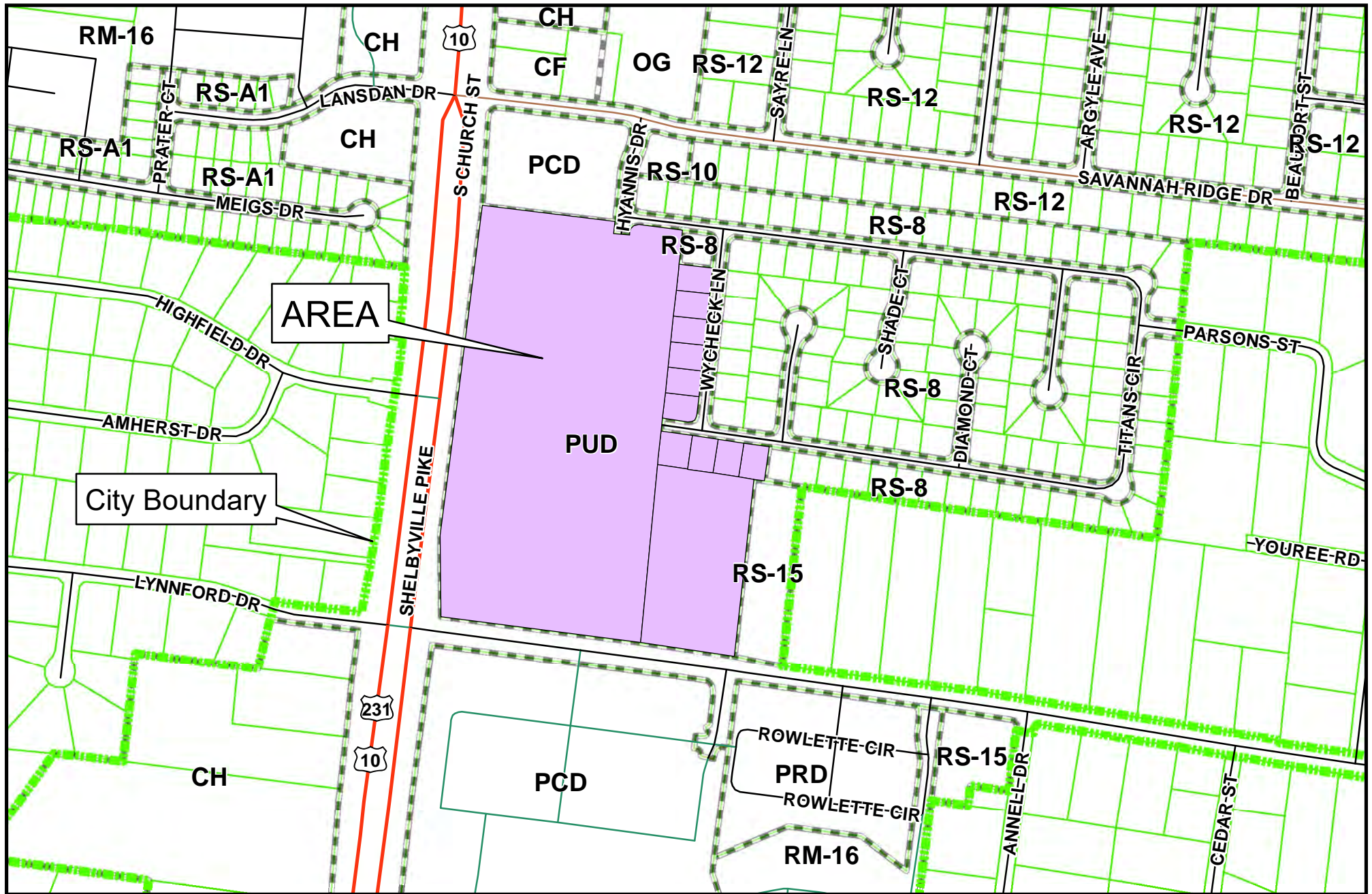
The future land use map of the *Murfreesboro 2035 Comprehensive Plan* indicates that Urban Commercial / Mixed Use is the most appropriate land use for the project area, as shown on the map below. The proposed rezoning is consistent with the future land use map of the *Murfreesboro 2035 Comprehensive Plan*.

## Murfreesboro 2035 Future Land Use

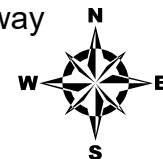
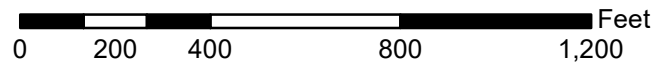


### Public Hearing

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

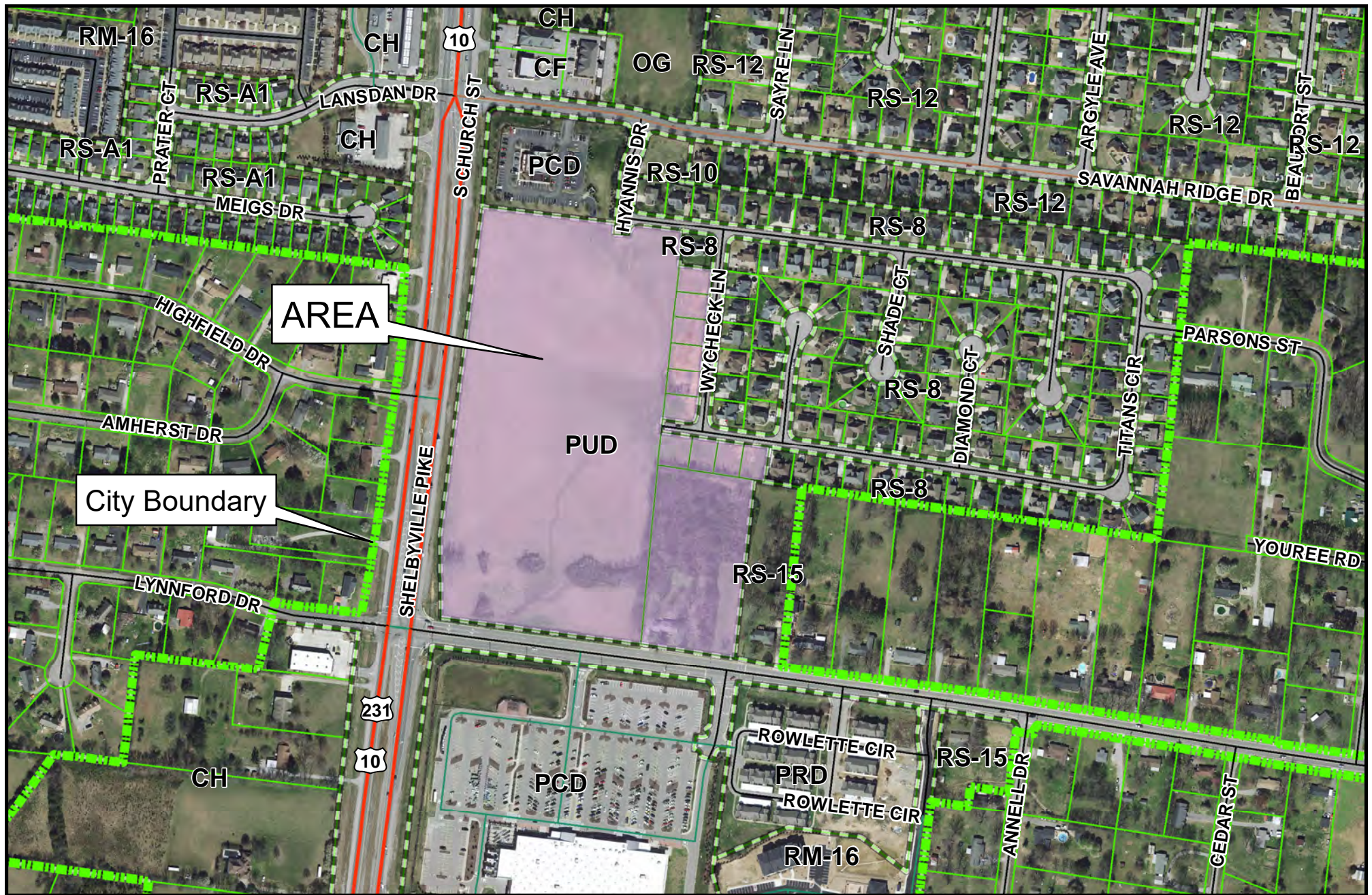


Rezoning Request for Property Along Shelbyville Pike and Joe B Jackson Parkway  
PUD Amendment (The Marketplace at Savannah Ridge PUD)

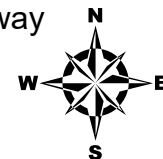
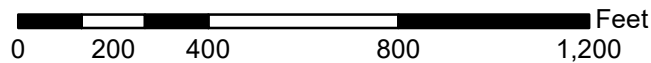


Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





# Rezoning Request for Property Along Shelbyville Pike and Joe B Jackson Parkway PUD Amendment (The Marketplace at Savannah Ridge PUD)



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





T E N N E S S E E

Creating a better quality of life

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

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

**Procedure for applicant:**

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

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

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



**To be completed by applicant:**

**APPLICANT:** Bsm Development, LLC

**Address:** 3011 Armory Drive Suite 120 **City/State/Zip:** Nashville TN 37204

**Phone:** 615 373 9511 **E-mail address:** DBAKER@BSMPROPERTIES.COM

**PROPERTY OWNER:** Murfreesboro North, LLC

**Street Address or property description:** \_\_\_\_\_

**and/or Tax map #:** 125 **Group:** \_\_\_\_\_ **Parcel (s):** 26 + 40

**Existing zoning classification:** PUD 125 NE 1, 2, 3, 4, 5, 6, 59, 60, 61, 62

**Proposed zoning classification:** PUD **Acreage:** 27.9

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

**E-mail:** \_\_\_\_\_

**APPLICANT'S SIGNATURE (required):** [Signature]

**DATE:** 6-12-19

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

**Date received:** \_\_\_\_\_ **MPC YR.:** \_\_\_\_\_ **MPC #:** 2019-422

**Amount paid:** 950.00 **Receipt #:** 293625

Revised 7/20/2018

# The Marketplace at Savannah Ridge

Amended & Restated Concept Master Plan

U.S. Highway 231 South

Murfreesboro, Tennessee 37014

Rutherford County, Tennessee



Initial Submittal: June 29, 2017



Submitted for the October 24, 2019

City Council Public Hearing.

This amends and supersedes all prior

Pattern Book submissions.







Company Name: Huddleston-Steele Engineering, Inc.

Profession: Professional Engineer

Attn: Bill Huddleston

Phone: 615.893.4084

Email: [jleonard@hsengr.com](mailto:jleonard@hsengr.com)

Web:

*2115 N.W. Broad Street  
Murfreesboro, Tennessee 37129*



Company Name: MJM

Profession: Architect

Attn: Stephen P. Maher

Phone: 615.244.8170

Email: [s.maher@mjmarch.com](mailto:s.maher@mjmarch.com)

Web: [www.retailarchitecture.com](http://www.retailarchitecture.com)

*712 4<sup>th</sup> Avenue South  
Nashville, Tennessee 37210*



Company Name: Baker Storey McDonald

Profession: Principal Broker / CPM, CSM

Attn: Carl D. Storey III

Phone: 615.373.9511

Email: [cstorey@bsmproperties.com](mailto:cstorey@bsmproperties.com)

Web: [www.bsmproperties.com](http://www.bsmproperties.com)

*3011 Armory Drive Suite 120  
Nashville, Tennessee 37204*

## TABLE OF CONTENTS

	Page
Summary.....	1-2
Existing Condition.....	3-4
Topography and Hydrology Map.....	5
Zoning Map.....	6
Utilities Location.....	7
Road Plan.....	8-10
On-Site Photos and Photo Direction Map.....	11-13
Currently Approved Plan.....	14
Amended Site Plan.....	15
Phasing Plan.....	16
Marketplace Parking Calculation.....	17
Architectural Characteristics (Commercial).....	18-22
Architectural Characteristics (Residential).....	23
Architectural Characteristics (Signage).....	24
Ingress/Egress.....	25-26
Conceptual Landscape Plan.....	27
Buffer Plan.....	28
Conceptual Landscape Guidelines.....	29-30
Setback Plan.....	31
Uses Permitted.....	32-33

## **Summary**

Murfreesboro North, LLC (“Owner”) respectfully requests that the Murfreesboro Planning Commission and City Council approve this rezoning from the existing Planned Commercial Development adopted by the Murfreesboro City Council on September 28, 2006 and identified as File Number 06-414 (the “Original PCD”) to Planned Unit Development (“PUD”). This rezoning provides for the creation of a mixed-use development to be known as the Market Place at Savannah Ridge (the “Development”). The Development may contain up to 195,545 square feet of commercial space plus a residential component consisting of up to 30 town homes and 4 single family houses. The Development will be located on approximately 24 acres along U.S. Highway 231 South (a/k/a South Church Street), south of Savannah Ridge Drive and north of Joe B. Jackson Parkway. We believe the overall site layout and building design style will be an asset to the City of Murfreesboro (the “City”), will enhance the City’s tax base, and provide high quality streetscape along the abutting portions of South Church Street and Joe B. Jackson Parkway.

This rezoning provides for significant retail and commercial development consistent with the City’s planning policies. The southern leg of Joe B. Jackson Parkway is 6 miles from the Highway 96 corridor, creating sufficient distance for distinct trade areas serving the populations of both the Highway 96 corridor and the area where the project site is located. This submarket is already underserved in terms of retail depth and breadth. As growth continues to occur along the Highway 231 and the Joe B. Jackson corridors, the Development will provide needed retail, restaurant, financial, office/service office, and commercial offerings to area residents.

## **DESIGN GUIDELINES**

The proposed mixture of land uses within the Development should fit well with the surrounding neighborhoods and provide an enhanced quality of life for area residents. The Development will offer the convenience of nearby shops, restaurants, services and other commercial amenities that support and enhance local life. Upon approval by the Murfreesboro Planning Commission and City Council the design guidelines, conceptual site plan and phasing plan, proposed subdivision plat, architectural characteristics (commercial, residential and signage), ingress/egress plan and conceptual landscape guidelines included in this rezoning (collectively, the “Design Guidelines”) will supersede those included in the Original PCD. The Design Guidelines govern the final design of architectural elements, streets, streetscapes, open space, buffering, landscaping, signage, lighting, storm water management and solid waste screening. The Design Guidelines are intended to provide guidance in the preparation of Owner’s final development plans and infrastructure construction plans and to demonstrate to City officials and area residents how the plans are to be implemented. Owner may modify the phasing of the Development and proceed with any component of the Development at any time, provided it is consistent with the Design Guidelines. The purpose of the Design Guidelines is to provide a high quality project that connects people and places by combining retail, restaurant, commercial and residential opportunities in a pedestrian friendly environment that is easily accessible. Currently the Architecture for the anchor tenant references ALDI, this may change however the architectural elements of the building will remain as depicted in the elevations submitted.

## **DEVELOPMENT STANDARDS**

Commercial buildings will typically be steel frame structures whose front facades are a combination of brick, glass, synthetic stucco and/or EFIS veneers, consistent with the plans submitted with this application. Other architectural accent elements, such as stone or stone veneer and canopies, may be incorporated into building design. Anchor tenants will be permitted to use their standard trade dress and prototype store exteriors. The sides of the buildings that front public streets will receive finishes similar to the front sides (but are not required to have glass and windows). Other portions of commercial buildings, which are screened by landscaping or the residential component of the Development, may be of simpler concrete masonry construction but painted to recall the fronts of the buildings. The Development will have a direct pedestrian connection to the adjacent Savannah Ridge residential community. The extension of Hyannis Drive will also afford neighbors with convenient automobile access to the project, as well as the opportunity to be able to walk or ride bicycles from their homes to the development, which becomes an amenity for the neighborhood. It is intended that the development of the out parcels fronting South Church Street and Joe B. Jackson will comply with the same design standards as the shopping center

## **SIGNAGE**

The signage for the Development will include pylon signs at the primary entrances to its commercial component on South Church Street and Joe B. Jackson. Monument signs may be located at the other entrances to the commercial component of the Development. Outparcels will be entitled to separate freestanding signage consistent with the applicable provisions of the City of Murfreesboro's sign ordinance. Building signage may be illuminated. The main entry pylon signs will be constructed of the same brick and metal panels used on the buildings.

## **PARKING**

The Conceptual Site Plan and Phasing Plan is designed to make parking areas less dominant from the street through the use of landscaping and building placement. Such steps will improve the visual character of the community and make possible a more functional and appealing pedestrian environment. Special emphasis will be made on circulation and internal landscaping to establish inviting parking areas that serve as a compliment to the proposed building arrangement.

## **LANDSCAPE AND LIGHTING**

A significant buffering and landscape plan has been proposed and appropriate lighting will be incorporated along the public right-of-way and in parking areas to enable people to comfortably find their destination, enliven the area, and create a sense of security without negatively impacting abutting uses, particularly surrounding residences. A detailed lighting plan will be submitted with the final site plan.

## **STREETSCAPE AND SITE AMENITIES**

This PUD will create an attractive streetscape along South Church Street and Joe B. Jackson Parkway. In addition to the quality design of the structures, special attention will be paid to signage on the structures and along South Church Street. Our team will work closely with the Planning and Codes staff to develop a signage plan that meets the goals of the City to promote an attractive streetscape. Site amenities are integral to the overall design, offering well-configured spaces such as landscaped street and parking areas with passive and formal open space, traditional benches, and sidewalks, all woven into the pattern of the Plan. These will serve as connective elements in addition to preserving the important aspects of the site's natural environment. It will also provide gathering places for workers and visitors, and hopefully create places for exceptional social interaction. Special care will be taken to provide appropriate screening for areas designed for solid waste disposal.

## **SITE PLANNING THAT RESPECTS NATURAL FEATURES**

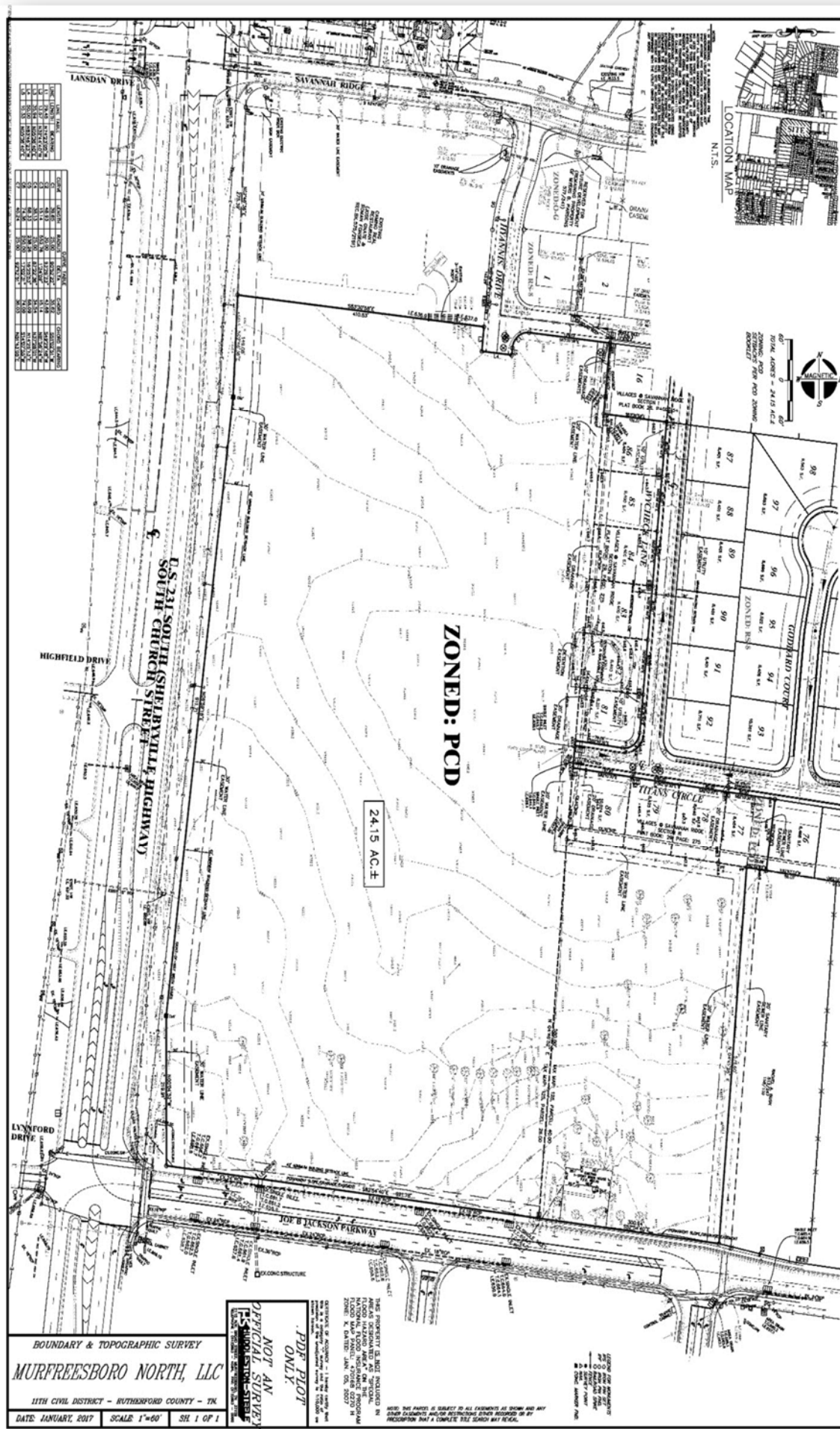
Re-grading and drainage improvements will be completed in a way that is attractive, functional, and easy to maintain without creating conditions that could lead to unnecessary soil erosion. Close coordination will be maintained with the Tennessee Department of Environment and Conservation and the City Planning and Engineering staffs to assure that the development plans have minimal environmental impact in the area. One way that the Development will diminish any negative impact on the surrounding area is by providing expanded detention areas that support the adjoining residential development.

## **SENSE OF PLACE**

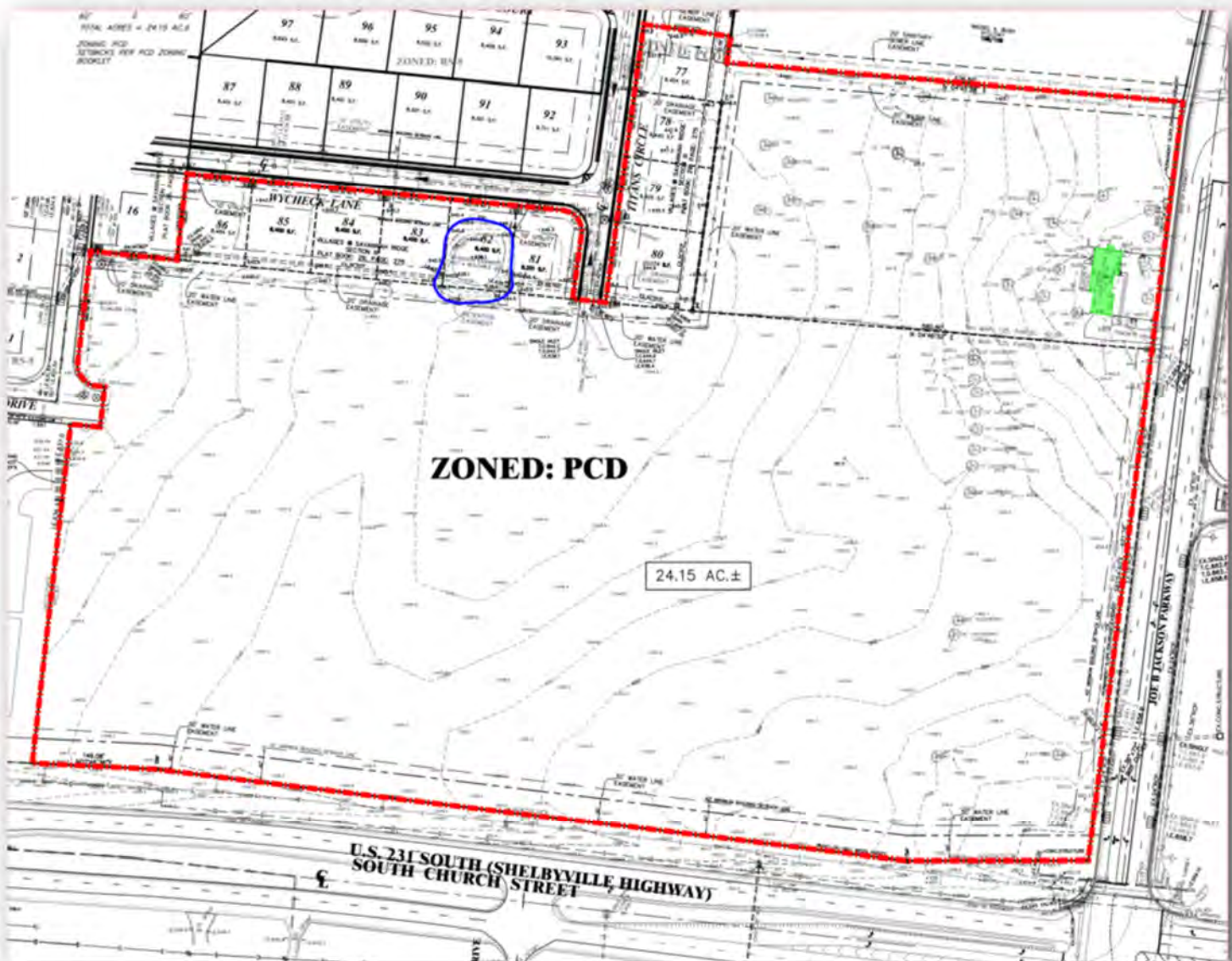
The Market Place at Savannah Ridge will foster a strong sense of place where social interaction thrives and basic human needs are met. The Development should complement the existing residential neighborhoods and provide for shopping, dining and service needs for residents in the area with the goal of making shoppers feel that the Market Place is their easily accessible, walkable personal village center.







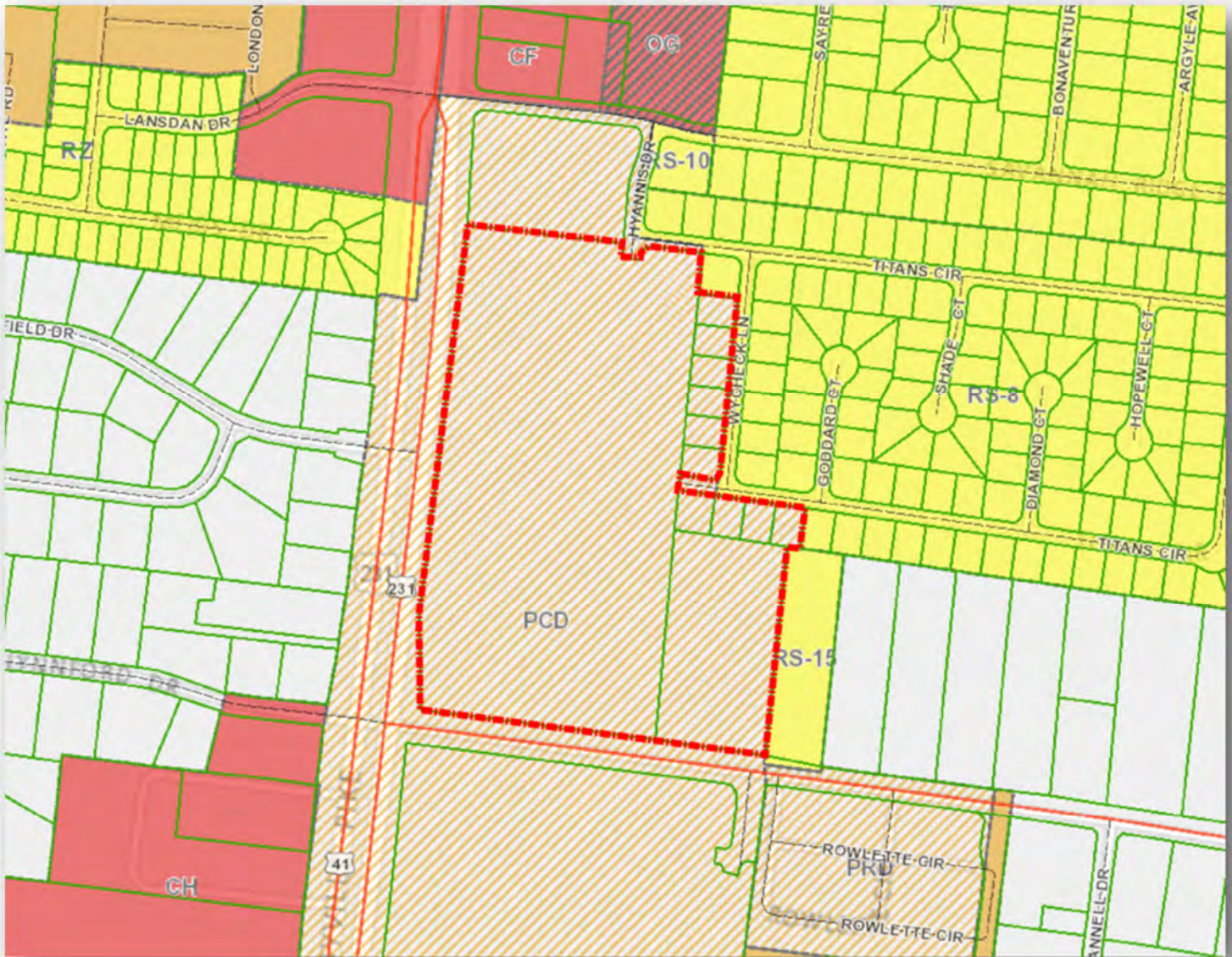




## TOPOGRAPHY MAP

Topographically, the site has a relatively gentle slope. The property is comprised mostly of open grass areas with several trees spaced along the southern side towards Joe B. Jackson Parkway. There is an existing building in the south east corner that is proposed to be removed and an existing detention pond on the east side along Wycheck Lane that will remain in use. The topography reveals that this property drains from the south side toward the north east corner. This property **IS NOT** included in areas designated as "Special Flood Hazard Area" on the National Flood Insurance Program (Flood Map Panel: 47149-C-0270-H Zone X).

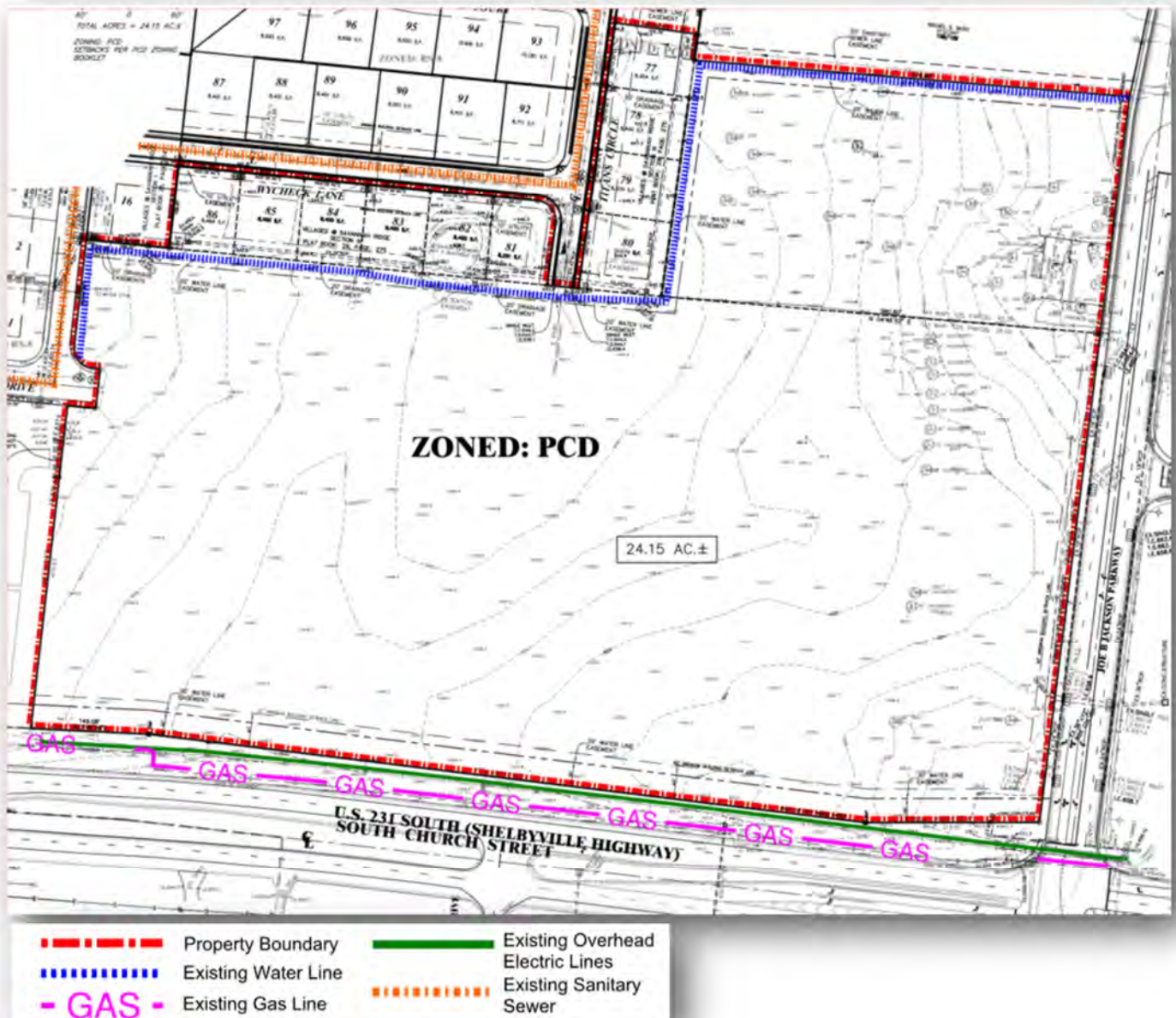




## ZONING MAP

The property is currently zoned Planned Commercial Development. This rezoning request will replace the PCD with a PUD in order to allow a residential component to be added to the project. To the east is low-medium residential zoning with single-family detached homes. To the south is more Planned Commercial Development consisting of a Walmart. West of the site contains more residential lots that are across the major highway US-231. North of the lot is a restaurant that also resides in a Planned Commercial Development zone.





Water service will be provided through the Consolidated Utility District of Rutherford County. There is an existing water line to the east of the property along Wycheck Lane and north of the property along Titans Circle for service into the site. The Owner will be responsible for extending the waterline into the site for domestic water and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Sewer and Water Department. Sanitary sewer service will connect to an existing 8" gravity sewer line that runs under Hyannis Drive to the north and Titans Circle to the east. The Owner will be responsible for extending the sewer into this property. The Development can connect to this line to provide sanitary sewer to its tenants and residents.

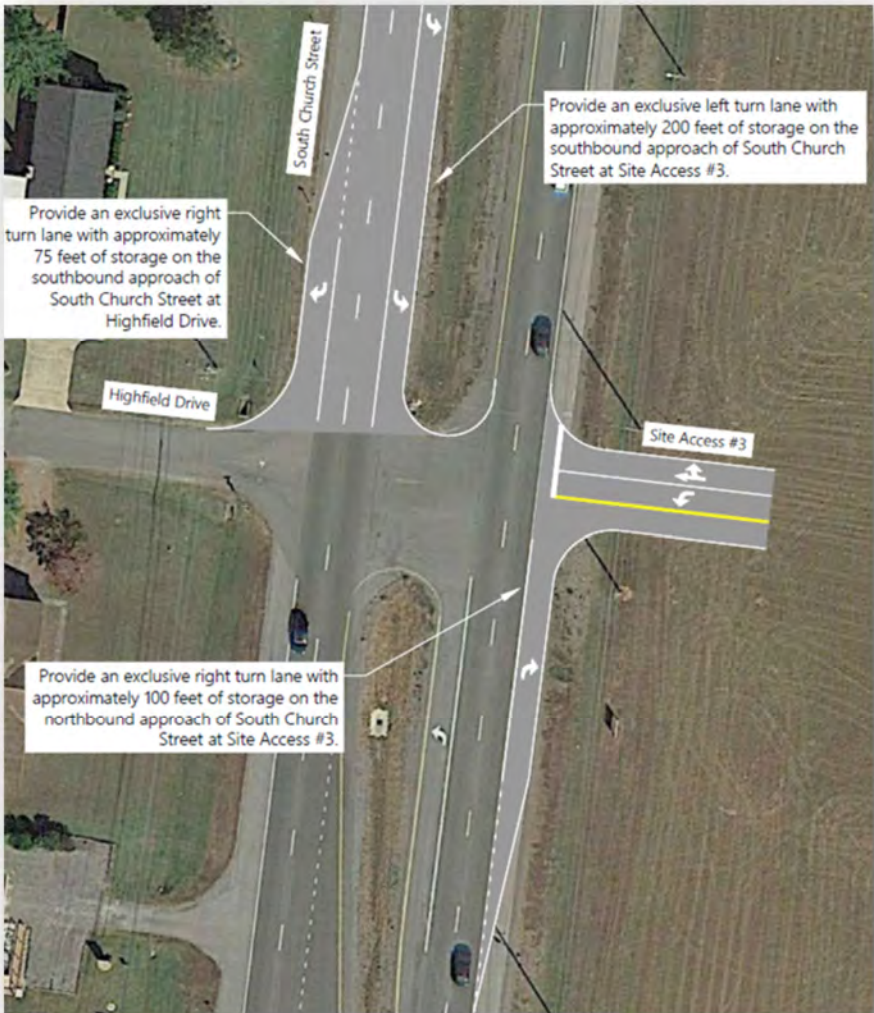
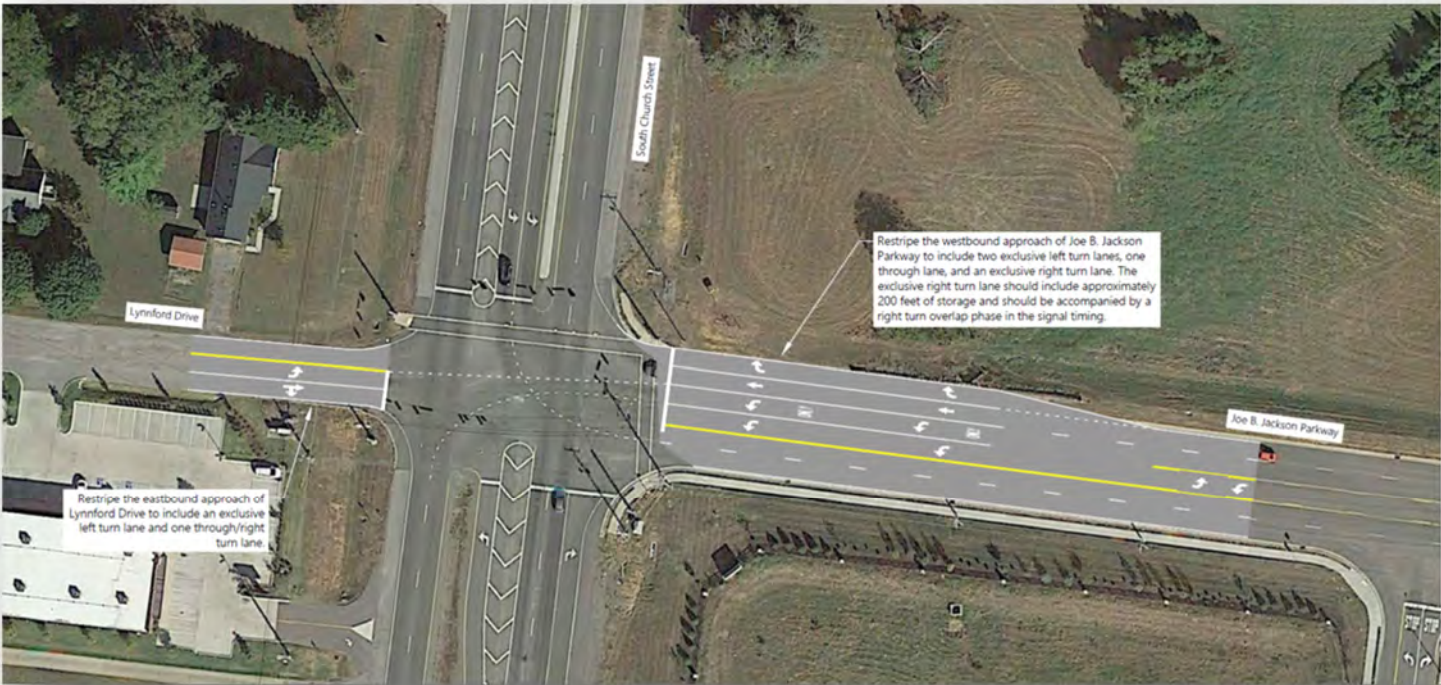


Electric service will be provided by the Murfreesboro Electric Department. There are existing overhead electric lines along the east side of U.S. 231 for service into the site. The Owner will be responsible for extending the electric lines into the site, and all onsite electric will be underground.



Gas service will be provided by the Atmos Energy Corporation. There is an existing gas line along the east side of U.S. 231 for service into the site. The Owner will be responsible for extending the gas line into the site.

















1

PHOTO DIRECTION MAP

2



3



4



5







PHOTO DIRECTION MAP

7



6

8



9



10







11



PHOTO DIRECTION MAP

12



13



14



15



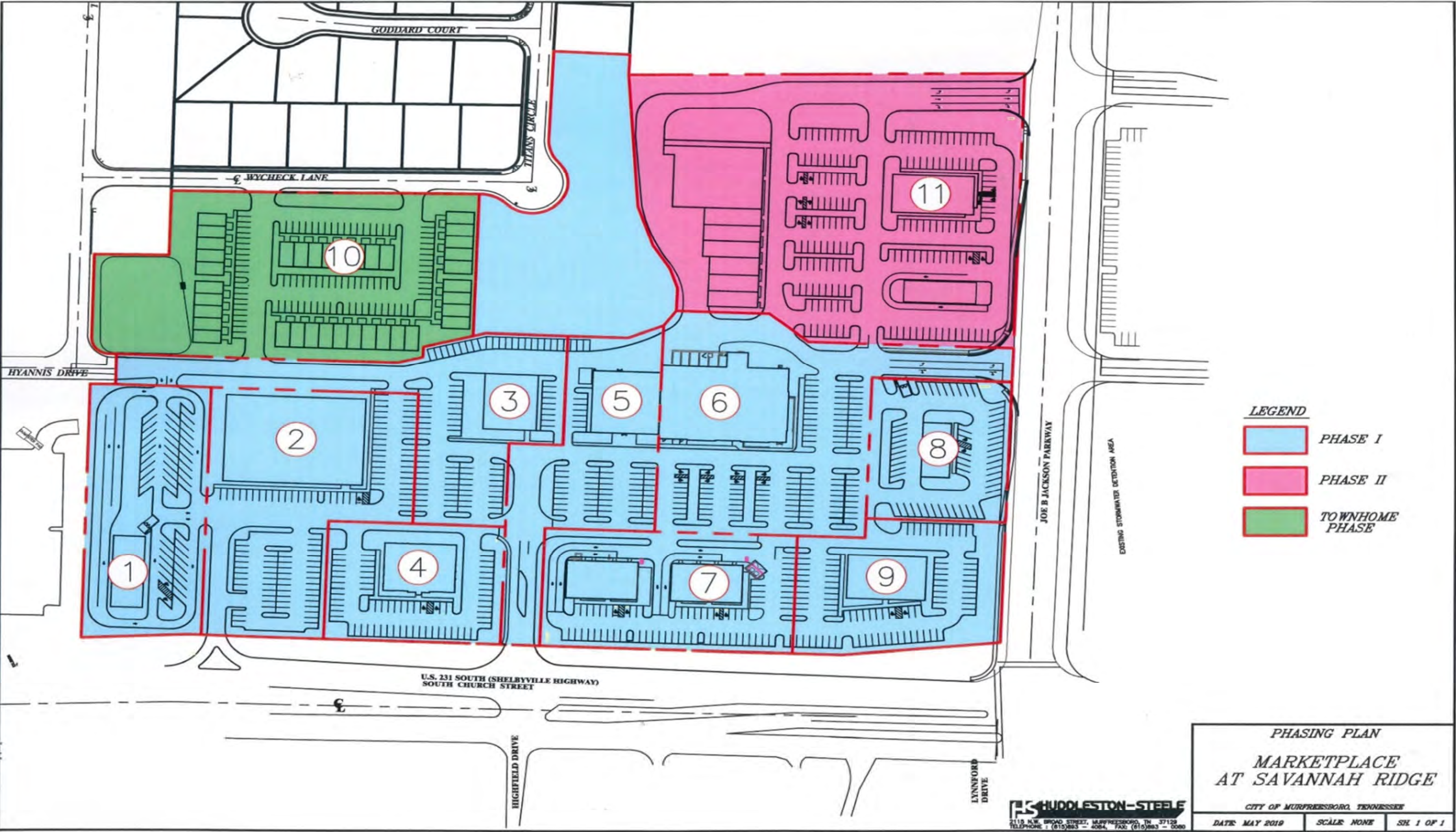






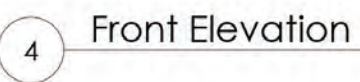




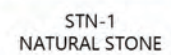
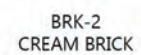


<b>OFF STREET PARKING</b>				
<b><u>Lot #'s</u></b>	<b><u>BLDG. AREA (S.F.)</u></b>	<b><u>Parking Requirements</u></b>	<b><u>Spaces Required</u></b>	<b><u>Spaces Provided</u></b>
1	5,175	1 space / 250 S.F.	21	45
2	27,300	1 space / 250 S.F.	110	112
3	6,750	1 space / 250 S.F.	27	72
4	7,800	1 space / 250 S.F.	32	65
5	9,525	1 space / 250 S.F.	37	55
6	22,230	1 space / 250 S.F.	89	109
7	12,000	1 space / 250 S.F.	48	70
8	3,560	1 space / 250 S.F.	14	68
9	7,700	1 space / 250 S.F.	31	73
10	-	29-2 bdrm / 8-3 bdrm	91	93
11	34,950	1 space / 250 S.F.	140	164
TOTAL:			640	926





# ALDI ELEVATIONS





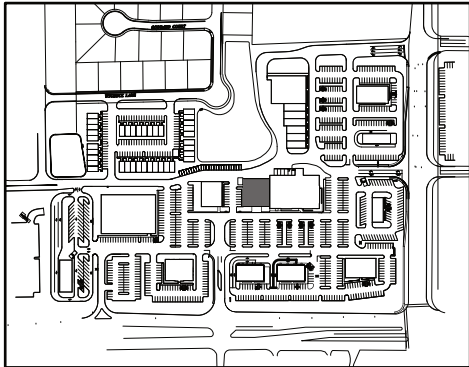


# INLINE FRONT PERSPECTIVE

## Architectural Character - Commercial

The Marketplace at Savannah Ridge will provide a broad range of beneficial neighborhood services. The building design will generally include a significant amount of masonry or stone veneer highlighted with elements of synthetic stucco and shop storefront glazing. The pedestrian experience will feature low masonry at the shops spaces, landscape beds within the sidewalk and building canopies and lighting. Additional site amenities, described in the landscaping design, will be included to enhance the use and walkability of the center.

Anchor tenants will receive their standard trade dress, adapted and blended as much as possible into the design level and intent of the overall development



KEY PLAN



BRK-1  
DARK BRICK



BRK-2  
CREAM BRICK



CP-1  
NICHIIHA - CEDAR  
(VINTAGE WOOD)



STN-1  
NATURAL STONE



EIFS-1  
TAN



EIFS-2  
CREAM



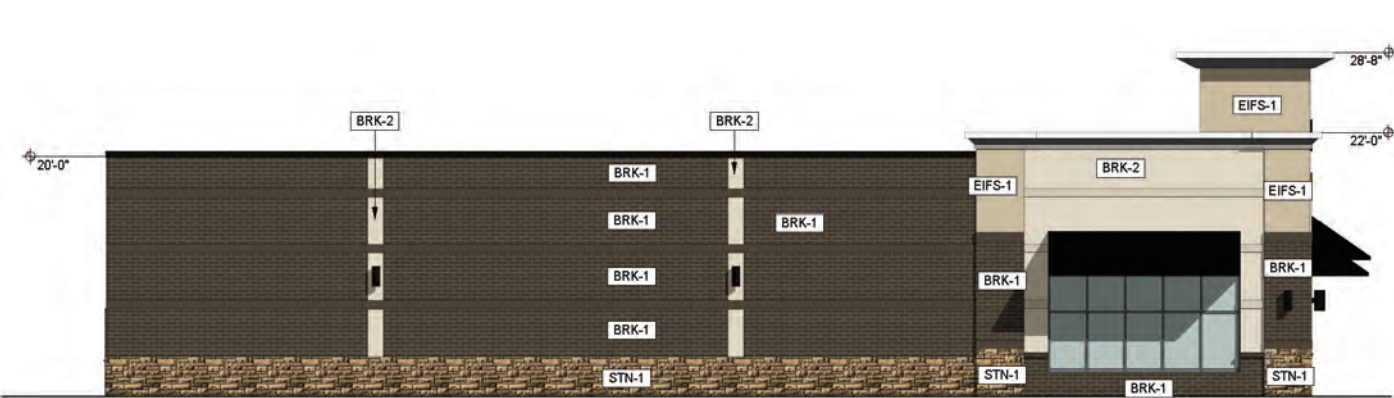
MTL-1  
METAL PANEL







① IN-LINE FRONT ELEVATION - OVERALL

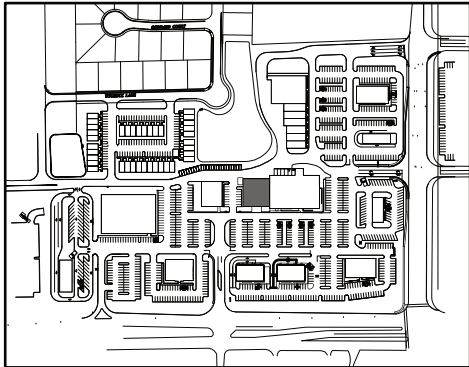


③ SIDE ELEVATION B



② JUNIOR ANCHOR - FRONT ELEVATION

INLINE ELEVATIONS



KEY PLAN



BRK-1  
DARK BRICK



BRK-2  
CREAM BRICK



CP-1  
NICHIIHA - CEDAR  
(VINTAGE WOOD)



STN-1  
NATURAL STONE



EIFS-1  
TAN



EIFS-2  
CREAM



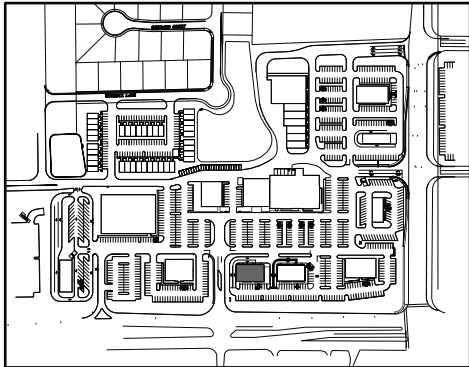
MTL-1  
METAL PANEL







SMALL FOOTPRINT  
SINGLE STORY OUTPARCEL  
ELEVATIONS



KEY PLAN



BRK-1  
DARK BRICK



BRK-2  
CREAM BRICK



CP-1  
NICHIBA - CEDAR  
(VINTAGE WOOD)



STN-1  
NATURAL STONE



EIFS-1  
TAN



EIFS-2  
CREAM



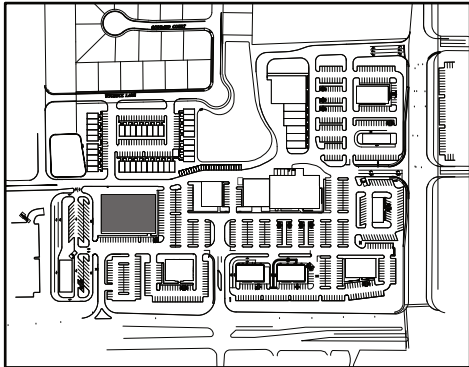
MTL-1  
METAL PANEL







LARGE FOOTPRINT  
SINGLE STORY OUTLOT  
ELEVATIONS



KEY PLAN



BRK-1  
DARK BRICK



BRK-2  
CREAM BRICK



CP-1  
NICHIBA - CEDAR  
(VINTAGE WOOD)



STN-1  
NATURAL STONE



EIFS-1  
TAN



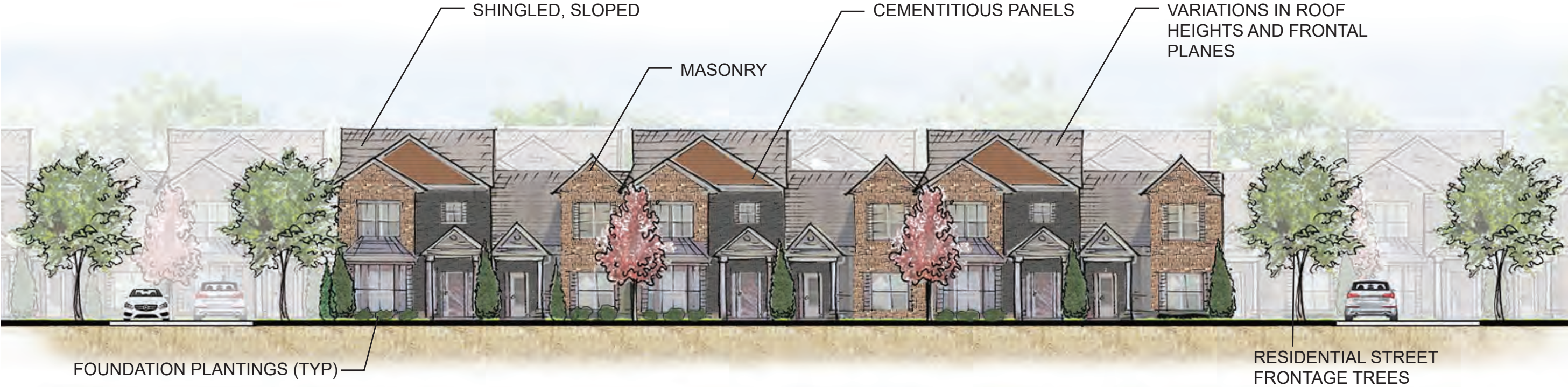
EIFS-2  
CREAM



MTL-1  
METAL PANEL



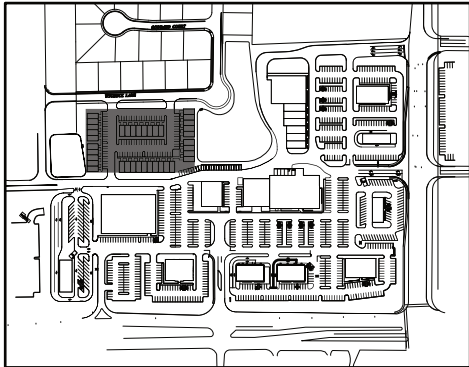




ILLUSTRATIVE TOWNHOME  
ELEVATION

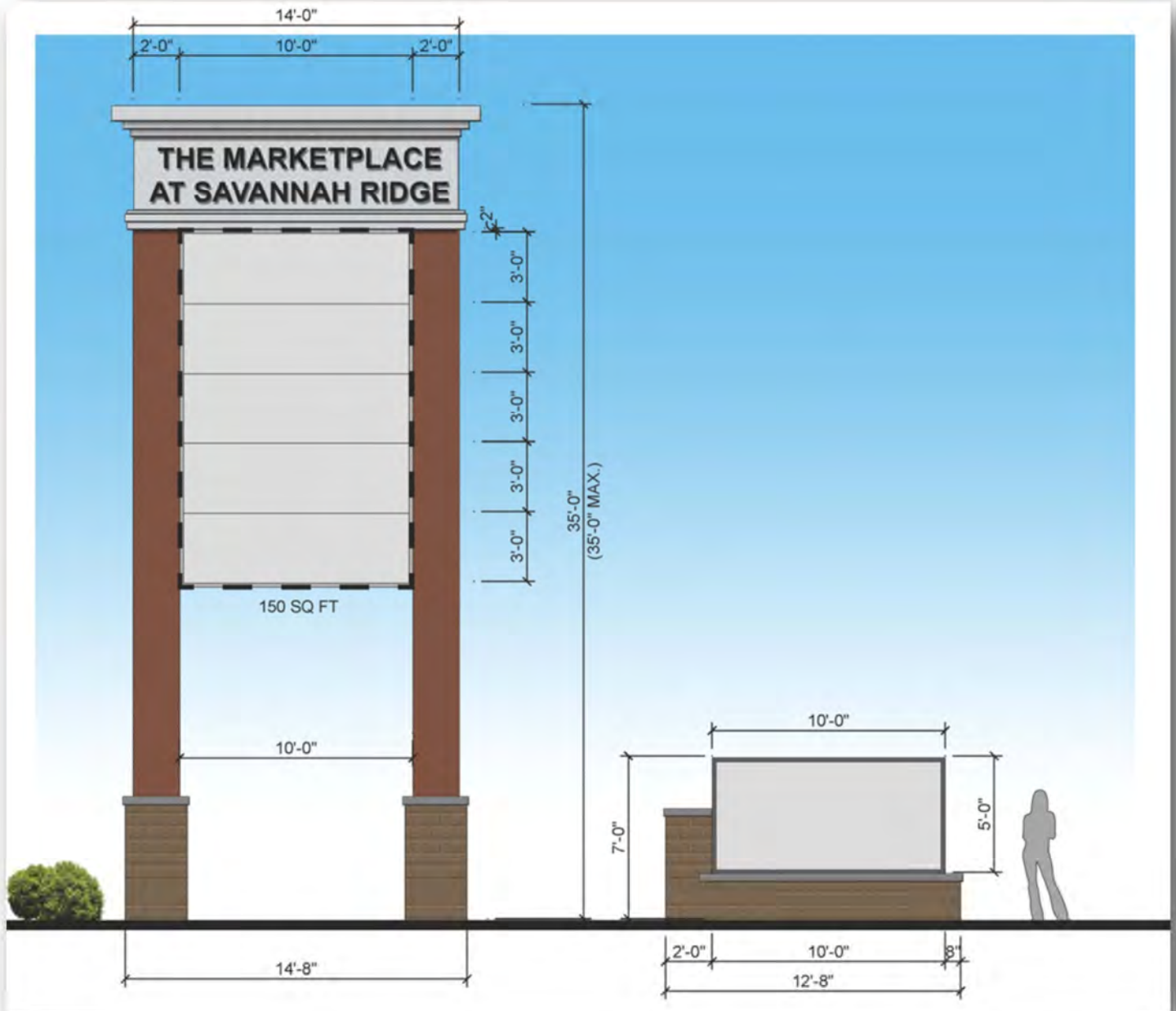
Architectural Character - Residential

Townhomes are to be part of the phased development of the Marketplace at Savannah Ridge and will be designed to provide a transition in use scale from the existing residential neighbor-hood to the commercial component of the development. Building design for townhomes and single family dwelling units will feature varied sloping shingled roof forms with facades featuring a blend of masonry and siding materials. Residential units will have access to planned open green space and will feature sidewalk linking all new and existing residential areas to the com-mercial component. Parking for the units will be surface parking immediately adjacent to the units, carports or garages.



KEY PLAN





## Signage

The Marketplace at Savannah Ridge will feature internally illuminated ground mounted pylon signage, low monument signage and outparcel signage that is approved by the City's sign administrator prior to the installation thereof. The above diagrams are for illustrative purposes only. All sign structures, including building mounted signage, will be designed to complement the architectural features and materials within the development. Pylon signs will not exceed 35 feet in height. Pylon sign panels will not exceed 150 square feet per tenant or occupant, except tenants or occupants of over 10,000 square feet may have panels of up to 300 square feet. Unless otherwise noted, all signage shall comply with the City's Sign Ordinance. Signage shown on this page is for illustrative purposes only.



## **PHASE 1 INGRESS & EGRESS**

As part of Phase 1, all commercial/ residential access driveways will be constructed. All ingress/egress for this development is private. Descriptions of the access points are below:

Site Access #1 connects to the Villages of Savannah Ridge at the intersection of Hyannis Drive and Titans Circle.

Site Access #2 is a right-in-right-out only on US 231.

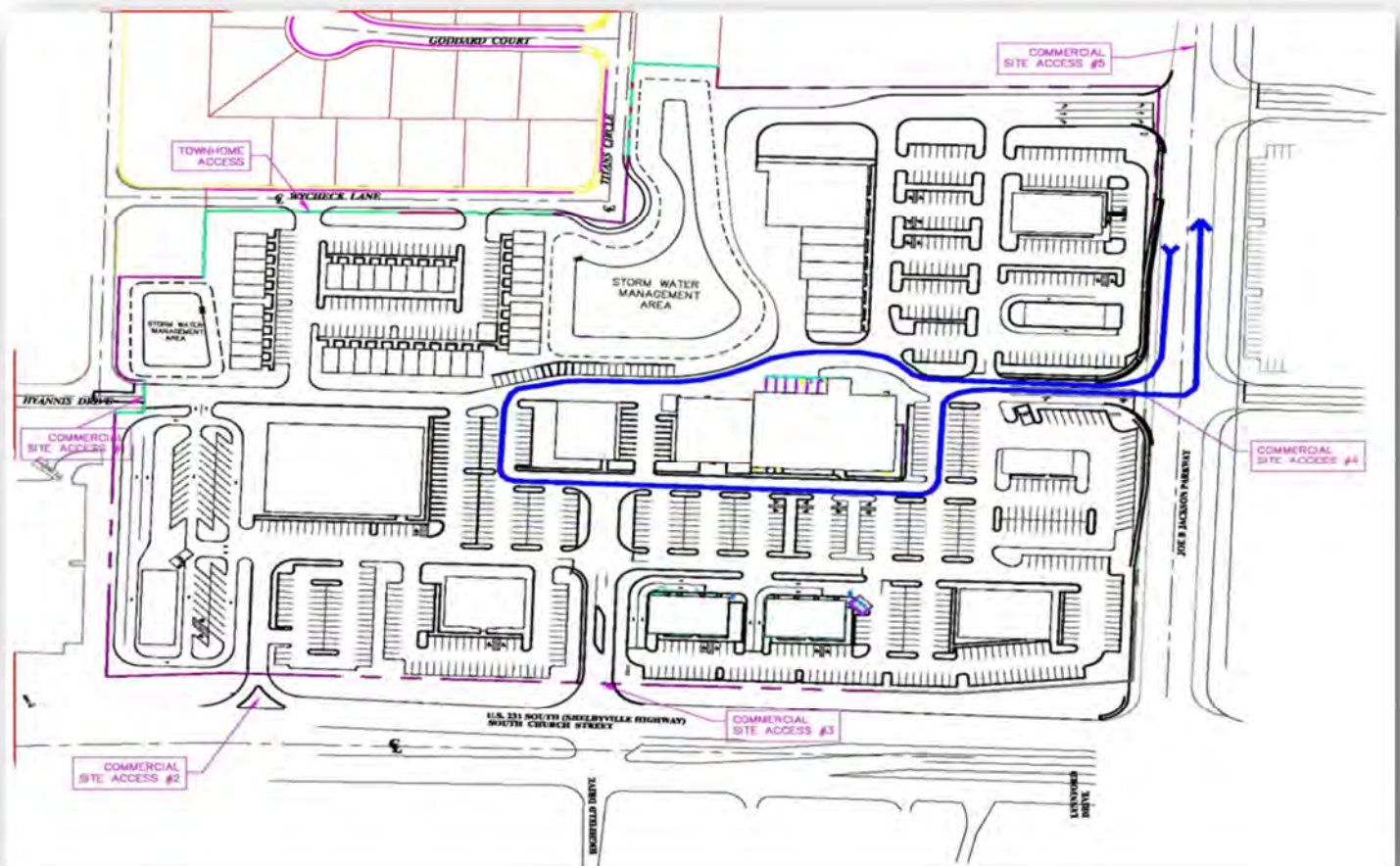
Site Access #3 is a stopped-controlled approach at US 231 with sufficient pavement width for an exclusive left turn lane and a through/right turn lane for exiting traffic and a single lane for entering traffic. Site Access #3 will align with Highfield Drive on the west side of US 231.

Site Access #4 at Joe B. Jackson Parkway is a stopped-controlled approach with sufficient pavement width for one entering lane as well as an exclusive left turn lane and a shared through/right turn lane for exiting traffic. Site Access #4 will align with the Wal-Mart access on the south side of Joe B. Jackson Parkway.

Site Access #5 at Joe B. Jackson Parkway will provide sufficient pavement width for one entering lane as well as an exclusive left turn lane and a shared through/right turn lane for exiting traffic. The existing traffic signal at this intersection will be modified to serve this access.

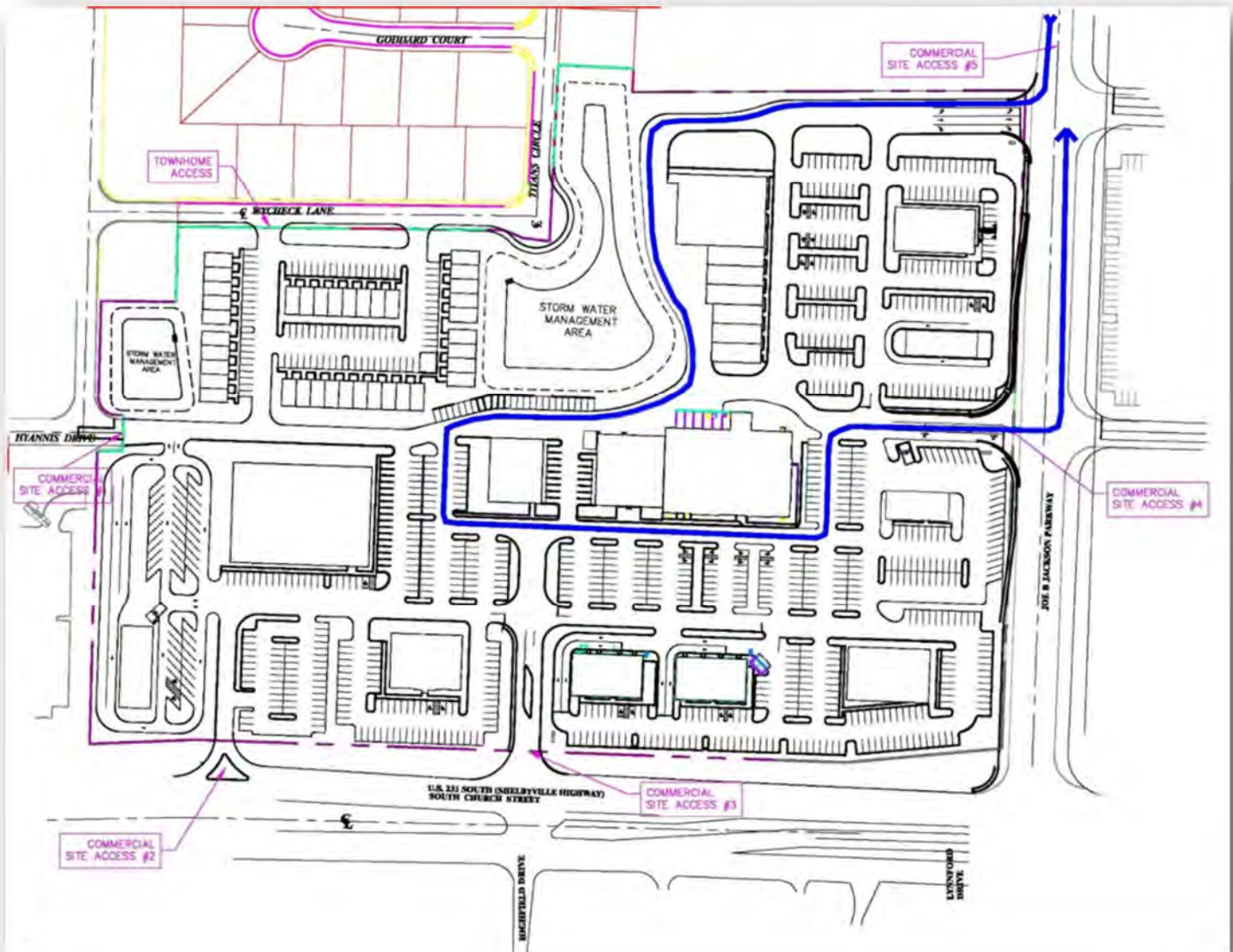
One access point will be provided for the townhomes along Wycheck Lane and will provide sufficient pavement width for one entering and one existing turn lane.

Sidewalk will be continued along Joe B. Jackson Parkway to Access #4 and continued into the site. Sidewalk within the townhome development will connect to the commercial portion of the development.



## PHASE 2 INGRESS & EGRESS

The ingress & egress locations will not change in Phase 2. However, the delivery truck route for the shopping center will change as shown in the plan above.









Typical Perimeter Planting

Tree and shrub quantities determined based on one canopy tree per 40' of frontage and one shrub per 5' of frontage. Plants will be grouped to emphasize entries and signage and to preserve views of development tenants.

Type "B" Buffer

10' wide buffer  
Mix of evergreen and deciduous trees and shrubs.  
Per every 100 linear feet:  
4-Evergreen trees  
2-Canopy trees  
1-Ornamental trees  
15-Evergreen shrubs

Type "B" Buffer

10' wide buffer  
Evergreen trees (8-trees per 100')

No Perimeter Planting

Existing tree canopy to be preserved.

Type "D" Buffer

15' wide buffer  
Alternating double row of evergreen trees with alternating row of shrubs.



**BUFFER PLAN**

**MARKETPLACE  
AT SAVANNAH RIDGE**

CITY OF MURFREESBORO, TENNESSEE

DATE: MAY 2019	SCALE: NONE	SH. 1 OF 1
----------------	-------------	------------

**H. HUDDLESTON-STEELE**  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: (615) 885-4004, FAX: (615) 883-0000



**LANDSCAPE MATERIAL SAMPLES:**

- (A) *Quercus phellos*/ Willow Oak
- (B) *Ulmus parvifolia* 'Emer II'/ 'Emer II' Allee Elm
- (C) *Cryptomeria japonica* 'Radicans'/ Radicans Japanese Cedar
- (D) *Thuja plicata* 'Green Giant'/ Green Giant Arborvitae
- (E) *Viburnum x pragense*/ Prague Viburnum
- (F) *Prunus laurocerasus* 'Skip'/ Skip Laurel
- (G) *Hydrangea paniculata* 'Limelight'/ Limelight Hydrangea
- (H) *Buxus x 'Green Mountain'* /Green Mountain Boxwood

- (I) *Prunus laurocerasus* 'Otto Luyken'/ Otto Luyken Laurel
- (J) *Abelia x 'Rose Creek'* /Rose Creek Abelia
- (K) *Muhlenbergia capillaris* 'Lenca'/Pink Muhly Grass
- (L) *Itea virginica*/ Virginia Sweetspire
- (M) *Hydrangea quercifolia* 'Ruby Slippers'/ Ruby Slippers Hydrangea
- (N) *Liriope muscari* 'Variegata'/ Variegated Liriope
- (O) *Juniperus horizontalis*/ Blue Rug Juniper
- (P) *Loropetalum chinense*/ Purple Pixie Fringe Flower
- (Q) *Pachysandra terminalis*/ Pachysandra

**LANDSCAPE MATERIAL SAMPLES:**

**DECIDUOUS TREES**



(A)



(B)



(C)



(D)

**LANDSCAPE BUFFER:**

**EVERGREENTREES**

**LANDSCAPE BUFFER: EVERGREEN AND DECIDUOUS**



(E)



(F)



(G)

**LANDSCAPE BUFFER: EVERGREEN AND DECIDUOUS**



(H)



(I)



(J)





(A)



(B)

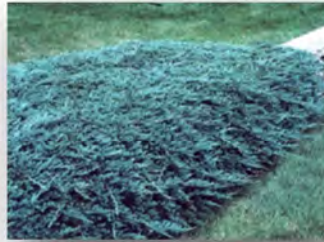


(C)

### LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(N)



(O)



(P)



(Q)

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

#### Landscaping Characteristics:

A minimum 10 feet of landscape area between parking, roadways, and areas along perimeter property lines. The perimeter portion of the site along Joe B. Jackson Parkway, U.S. 231 South (Shelbyville Highway) and a portion the north corner of the site will consist of perimeter plantings of trees and shrubs. Tree and shrub quantities will be determined based on one canopy tree per 40' of frontage and 1 shrub per 5' of frontage. Plants will be grouped to emphasize entries and signage and to preserve views of development tenants.

The perimeter northeast portion of the site will consist of a Type "B" buffer with a mix of evergreen and deciduous trees and shrub material. This buffer type will provide desirable views into the stormwater areas.

The remaining portions of the perimeter of the property abutting adjacent developments will consist of a 10 foot wide Type 'B' Landscape Buffer consisting of a staggered row of evergreen trees planted +/- 10 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting.

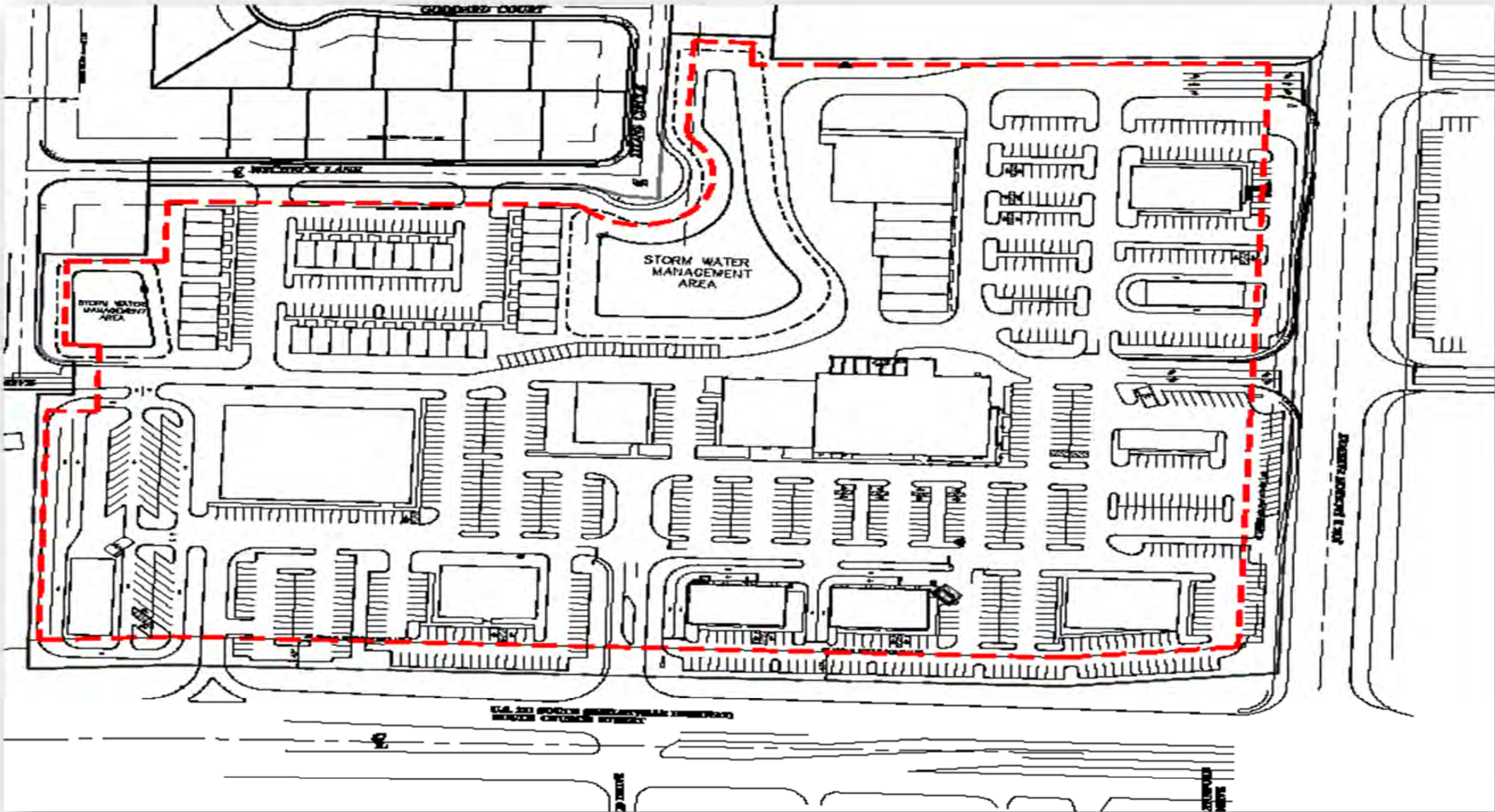
All above ground utilities and mechanical equipment will be screened with landscaping and/or walls.

If a solid waste enclosure is provided, it shall be screened with a masonry wall and enhanced with landscaping.

There shall be a minimum 3-foot wide landscape strip at the front and sides of all buildings, except for the side elevations between buildings.

Landscape Plan is conceptual in nature, and the developer commits to meeting the general intent of the conceptual landscape plan as illustrated in this document. Where landscape requirements are not illustrated or defined in this document, the requirements of section 27 of the Murfreesboro Zoning Ordinance will apply.





**SETBACK PLAN**

The perimeter building setbacks for the project comply with applicable cod requirement, based on adjacent zoning. Interior building setbacks (i.e.,side and rear setbacks for outlots and other common boundaries with the project) will have no applicable setbacks requirements applicable setbacks requirements. Paving, parking, curbing, detention, signage and landscaping are permitted within setbacks, along with other improvements allowed under applicable law.

## USES PERMITTED

Residential Component: The residential component shall permit single family (attached and detached) homes and townhomes.

Commercial Component: The uses permitted under the table below (designated with an “X”) shall be permitted in the commercial component:

DWELLINGS		COMMERCIAL, CONTD.	
Single-Family detached		Delicatessen	X
Single-Family attached		Department or Discount Store	X
Two-Family		Drive-In Theater	
Three-Family		Dry Cleaning	X
Four-Family		Dry Cleaning Pick-Up Station	X
Multiple-Family	X	Financial Service	X
OTHER HOUSING		Fireworks Retailer	
Accessory Dwelling Unit	X	Fireworks Seasonal Retailer	
Assisted-Care Living Facility	X	Flower or Plant Store	X
Bed-and-Breakfast Homestay	X	Funeral Home	
Bed-and-Breakfast Inn	X	Garage, Parking	X
Boarding House		Garden and Lawn Supplies	X
Emergency Shelter		Gas--Liquified Petroleum, Bottle and Bulk	X
Family Crisis Shelter		Gas Station	X
Family Violence Shelter		General Service Repair Shop	X
Fraternity/Sorority		Glass--Auto, Plate, and Window	X
Group Shelter		Glass--Stained and Leaded	X
Class I Home for the Aged		Greenhouse or Nursery	X
Class II Home for the Aged		Group Assembly, <250 persons	X
Class III Home for the Aged		Group Assembly, >250 persons	
Hotel	X	Health Club	X
Motel		Ice Retail	X
INSTITUTIONS		Interior Decorator	X
Adult Day Care Center	X	Iron Work	X
Adult Day Care Home		Janitorial Service	X
Airport, Heliport		Karate, Instruction	X
Cemetery, Mausoleum		Kennels	
Church	X	Keys, Locksmith	X
Day-Care Center	X	Laboratories, Medical	X
Family Day-Care Home		Laboratories, Testing	X
Group Day-Care Home		Laundries, Self-Service	
Lodge, Club, Country Club	X	Lawn, Tree, and Garden Service	X
Mental Health Facility		Liquor Store	X
Morgue		Lumber, Building Material	X
Museum		Motor Vehicle Sales	
Nursing Home		Motor Vehicle Service	X
Nursery School		Music or Dancing Academy	X

Park	X	Offices	X
Philanthropic Institution	X	Optical Dispensaries	X
Pet Cemetery		Pawn Shop	
Public Building	X	Personal Service Establishment	X
Recreation Field	X	Pet Funeral Home	
Senior Citizens Center	X	Pet Shops	X
School, Public or Private, Grades K-12		Pharmacies	X
Student Center		Photo Finishing	X
<b>AGRICULTURAL USES</b>		Photo Finishing Pick-Up Station	X
Customary General Farming	X	Radio, TV, or Recording Studio	X
Crop, Soil Preparation Agricultural Services		Radio and Television Transmission Towers	
Farm Labor and Management Services		Reducing Weight Control Service	X
Fish Hatcheries and Preserves		Restaurant and Carry-Out Restaurant	X
<b>COMMERCIAL</b>		Restaurant, Drive-In	X
Amusements, Commercial Indoor	X	Restaurant, Specialty	X
Amusements, Commercial Outdoor		Restaurant, Specialty -Limited	X
Animal Grooming Facility	X	Retail Shop, other than enumerated elsewhere	X
Antique Mall	X	Salvage and Surplus Merchandise	X
Antique Shop <3000 sq. ft.	X	Sheet Metal Shop	
Apothecaries (pharmaceuticals only)	X	Shopping Center, Community	X
Art or Photo Studio or Gallery	X	Shopping Center, Neighborhood	X
Automotive Repair	X	Shopping Center, Regional	X
Bakery, Retail	X	Specialty Shop	X
Bank, Branch Office	X	Tavern	X
Bank, Drive-Up Electronic Teller	X	Taxidermy Studio	
Bank, Main Office	X	Telephone and Telegraph Facility	
Barber or Beauty Shop	X	Towing	
Beer, Packaged	X	Veterinary Office	X
Boat Rental, Sales, or Repair	X	Veterinary Clinic	X
Book or Card Shop	X	Veterinary Hospital	X
Business School	X	Vehicle Sales	
Business and Communication Service	X	Vehicle Wash	X
Campground, Travel-Trailer Park		Video Rental	X
Carnivals		Warehousing, Transporting	
Catering Establishment	X	Wholesaling	
Clothing Store	X	Wrecker Service	
Coffee, Food, or Beverage Kiosk	X	Wrecker Service Storage Yard	
Commercial Center	X	<b>OTHER</b>	
Convenience Sales & Service, maximum 5,000 sq. ft.	X	Contractor's Storage, Indoor	X
		Contractor's Yard and Storage, Outdoor	X
		Printing & Publishing	X
		Post Office or Postal Facility	X
		Storage Facility and Self Service Storage Facility	X
		Medical Offices, Medical Clinic, Urgent Care, Dental Related Uses	X

X = Use permitted by right.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2019**

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice Chair  
Eddie Smotherman  
Warren Russell  
Ronnie Martin  
Chase Salas

## **STAFF PRESENT**

Donald Anthony, Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Sam Huddleston, Executive Dir. Of Dev. Services  
Austin Cooper, Planner

**Chair Kathy Jones called the meeting to order after determining there was a quorum.**

## **Public Hearings**

**Zoning application [2019-422] for approximately 24.15 acres located along Shelbyville Pike to amend The Marketplace at Savannah Ridge PUD to modify the site and building design,**

**Baker Storey McDonald applicant.** Ms. Marina Rush described the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Rush stated the applicant is requesting to amend the overall architecture design and character of the project. She requested for the Planning Commission to review the proposed changes on page 18, from the applicant's pattern book. In addition, she provided a handout from the original approved pattern book.

Mr. Clyde Rountree, Mr. David Baker, Mr. Jeffrey Stahl, and Mr. Bill Huddleston were in attendance representing the applicant. Mr. Clyde Rountree came forward to begin a power point presentation from the applicant's program book.

Mr. Jeffrey Stahl came forward to address the design changes from the longer type commercial buildings; to, multiple outparcel buildings. He made known all of the buildings would have the same materials to match a proposed grocery store. The proposed EIFS would only be used in the



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2019

signage locations. The materials would be mostly brick, and the large horizontal pieces would be brick.

Chair Kathy Jones stated that the applicant's pattern book is unclear regarding the proposed changes. In addition, in the pattern book, corrections are needed to show the approved three-story building being replaced with a one-story building. Mr. Rountree stated he would make the corrections.

Chair Kathy Jones opened the public hearing.

**Mr. Vince Luczak Titans Circle** – does not oppose the development; however, he wanted to know the locations for egress and ingress being a large retail development. Also, he wanted additional information to be provided on know what materials would be used for the townhomes. Would the townhomes be two or three story tall, etc.

Chair Kathy Jones closed the public hearing.

Mr. Ronnie Martin requested that the adjacent corner property be screened with landscaping from the commercial property. Mr. Roundtree answered it would be addressed.

The Planning Commission discussed the proposal making known their concerns with the overall architecture and how traffic would be addressed. Mr. Bill Huddleston came forward to address traffic by stating that this proposal would not change the approved traffic study or traffic plan or the original Tennessee Department of Transportation approval. However, he would make certain there is proper signage and would mark the median appropriately with a uniform traffic control during the site plan submittal.

Chair Kathy Jones made a request for the applicant's pattern book to be revised to address the architecture. Mr. Clyde Rountree stated they would make the changes and provide details for the architecture and townhomes before the next Planning Commission meeting.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2019

**Mr. Ken Halliburton made a motion to defer the zoning request, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.**

**Annexation Petition and Plan of Services [2019-507] for approximately 1.01 acres located at 4431 Veterans Parkway, Overall Creek Partners, Inc. applicant.** Ms. Marina Rush described the annexation request from the staff report, which had been provided to the Planning Commission in the agenda packet.

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

Mr. Vijay Patel the applicant was in attendance to address any questions.

**Mr. Eddie Smotherman made a motion to approve the annexation request, seconded by Mr. Ronnie Martin. The motion carried by unanimous vote in favor.**

**Zoning application [2019-421] for approximately 1.01 acres located at 4431 Veterans Parkway to be zoned CH simultaneous with annexation, Overall Creek Partners, Inc. applicant.** Ms. Marina Rush described the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known CH zoning is consistent with the General Commercial land use. However, staff does not support development on this parcel alone without the adjacent parcels.

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

The Planning Commission made known their concerns about this property for commercial use due to the size of the property, and the egress and ingress onto Veterans Parkway. Mr. David Ives stated that a condition could be placed on this property not to allow access onto Veterans Parkway if zoned commercial use. The property would only be allowed to have access with joining commercial properties.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019**

**6:00 p.m.**

**City Hall**

## **Members Present**

Kathy Jones, Chair  
Ken Halliburton, Vice Chair  
Eddie Smotherman  
Chase Salas  
Warren Russell  
Ronnie Martin

## **Staff Present**

Donald Anthony, Planning Director  
Matthew Blomeley, Assist. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Amelia Kerr, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Sam Huddleston, Executive, Dir. Of Dev. Services  
Nate Williams, Parks & Recreation Direction

**Chair Kathy Jones called the meeting to order after determining there was a quorum.**

## **Old Business**

**Zoning application [2019-422] for approximately 24.15 acres located along Shelbyville Pike to amend The Marketplace at Savannah Ridge PUD to modify the site and building design,**

**Baker Storey McDonald applicant.** Ms. Marina Rush began by explaining this zoning application had been deferred at the August 7, 2019, Planning Commission meeting. The reason for the deferral was to allow the applicants additional time to improve their building elevations and revise their pattern book. Ms. Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a public hearing had been conducted and closed at the August 7, 2019, meeting; therefore, there would not be another public hearing for this request.

Mr. Clyde Rountree and Mr. Steve Maher were in attendance to represent the applicant. Mr. Steve Maher came forward making known the amended request has been better defined with improved details with the architecture. He began a power point presentation from the applicant's pattern book explaining this being a unified retail development with rich materials of different colors of brick, natural stone, metal panels and hardy board. All of the buildings had been designed from the recent approved City guidelines. The footprint of the large single-story building appears as



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

two-stories; however, it is most likely to be a one-story building. The proposed townhomes would include masonry materials with cementitious panels and variations in roof heights and slopes.

Chair Kathy Jones wanted to know if the buffers had addressed for the townhome area. Mr. Clyde Rountree explained they have proposed a Type B buffer at the townhomes, along Wycheck Lane and Titus Circle, behind the retail area.

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

**Zoning application [2019-421] for approximately 1.01 acres located at 4431 Veterans Parkway to be zoned CH simultaneous with annexation, Overall Creek Partners, Inc. applicant.** Ms. Marina Rush began by explaining this zoning application had been deferred at the August 7, 2019, Planning Commission meeting. The reason for the deferral was to allow the applicants additional time to prepare for a conceptual site plan to help show how the property could be developed commercially. Now, the applicant has added to their pattern book a conceptual site plan which had been provided to the Planning Commission in the agenda packet. Ms. Rush stated the conceptual plan demonstrates the challenges of this type of development on a parcel of this size and shape. However, it does not alleviate staff's original concerns for this zoning request not being a cohesive development in this area.

The Planning Commission began discussing the conceptual site plan and asked if the applicant had approval from the joining property owners to allow access connections on the north and south of their property.

Mr. Bill Huddleston representing the applicant came forward stating they are showing the access points on the conceptual plan; however, they do not have approval for access with the joining property owners. These are defined access's with good separation with the joining property on the south side.



**ORDINANCE 19-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 amend the conditions applicable to approximately 24.15 acres in the Planned Unit Development (PUD) District (The Marketplace at Savannah Ridge PUD), located along Shelbyville Pike, as indicated on the attached map; Baker Storey McDonald, applicant [2019-422].

**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 modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of decreasing the commercial square-footage to 137,455 square-feet, increasing the number of townhomes from 30 to 37, eliminating the 4 single-family residential detached dwelling units, and relocating the stormwater management areas.

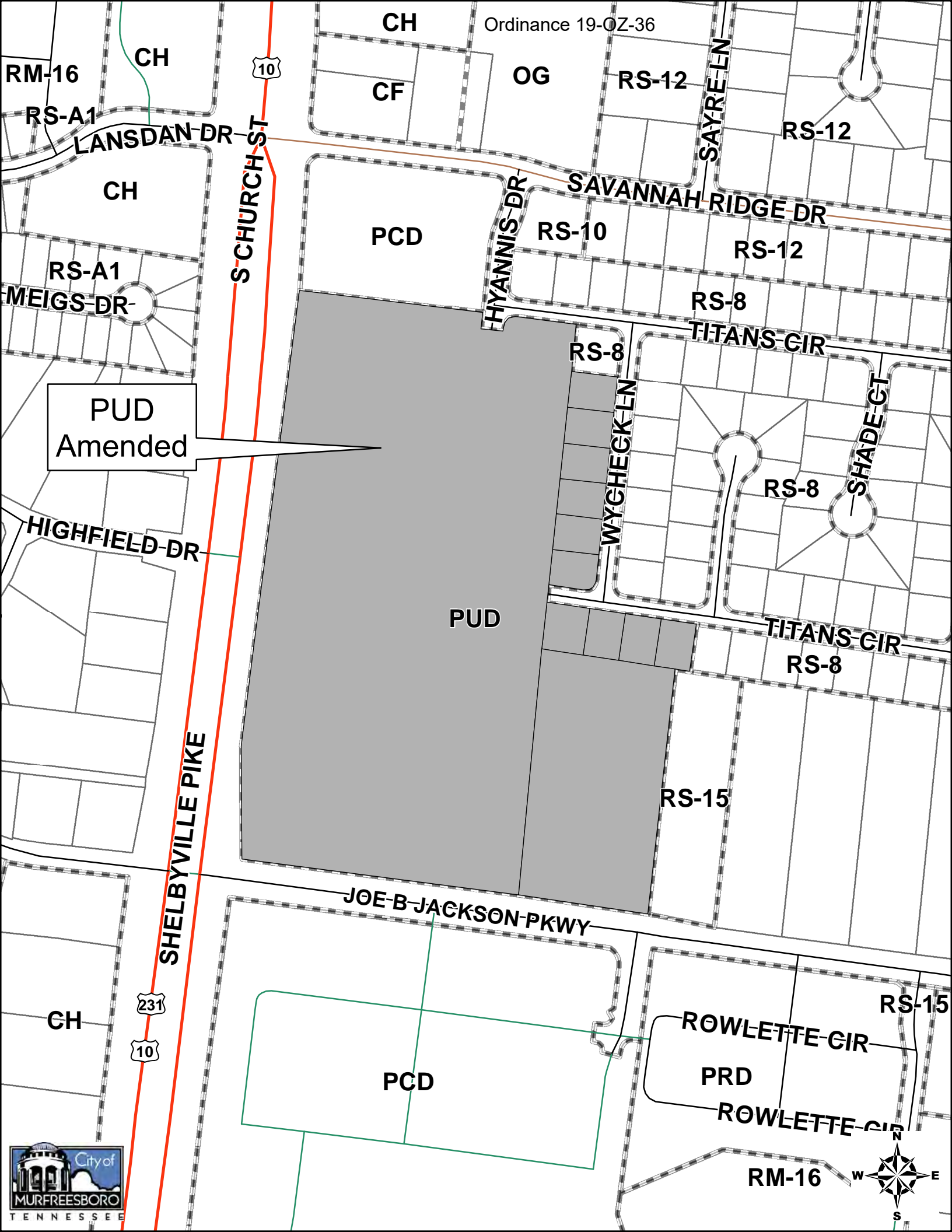
SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth 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 Adam F. Tucker  
City Recorder City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Rezoning approximately 26.2 acres located along Cherry Lane  
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

---

## Summary

Rezone approximately 26.2 acres located along Cherry Lane.

## Staff Recommendation

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

The Planning Commission recommended approval of the rezoning.

## Background Information

The City presented a zoning application [2019-430] for approximately 26.2 acres to be rezoned from RS-15 (Single-Family Residential District 15) to P (Park District). During its regular meeting on September 4, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

## Council Priorities Served

### *Engaging Our Community*

Public hearings are the official source of public input from stakeholders for zoning applications.

## Attachments:

1. Ordinance 19-OZ-37
2. Maps of the area
3. Planning Commission staff comments from 9/4/19 meeting
4. Planning Commission minutes from 9/4/19 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 4, 2019**

**4.a. Zoning Application [2019-430] for approximately 26.2 acres located along Cherry Lane to be rezoned from RS-15 to P, City of Murfreesboro applicant. (project planner: Margaret Ann Green).**

The subject property is located along the south side of Cherry Lane, west of Leanna Road. The property is owned by the City of Murfreesboro and is used for recreational and water treatment purposes. The total parcel size is just over 200 acres, however the Parks and Recreation Department is requesting to rezone only 26.2 acre portion of the property from RS-15 (Single-family residential district) to P (Park District) to allow the 26.2 acres to be further developed for recreational purposes by right. The property is identified on Tax Map 058 as Parcel 022.00.

**Park District:**

The purpose of the Park District (P) is to provide a zoning category for the location of park, recreational and open space areas within the City. It is intended this zoning classification have application to both public and private owned areas.

**Future Land Use Map**

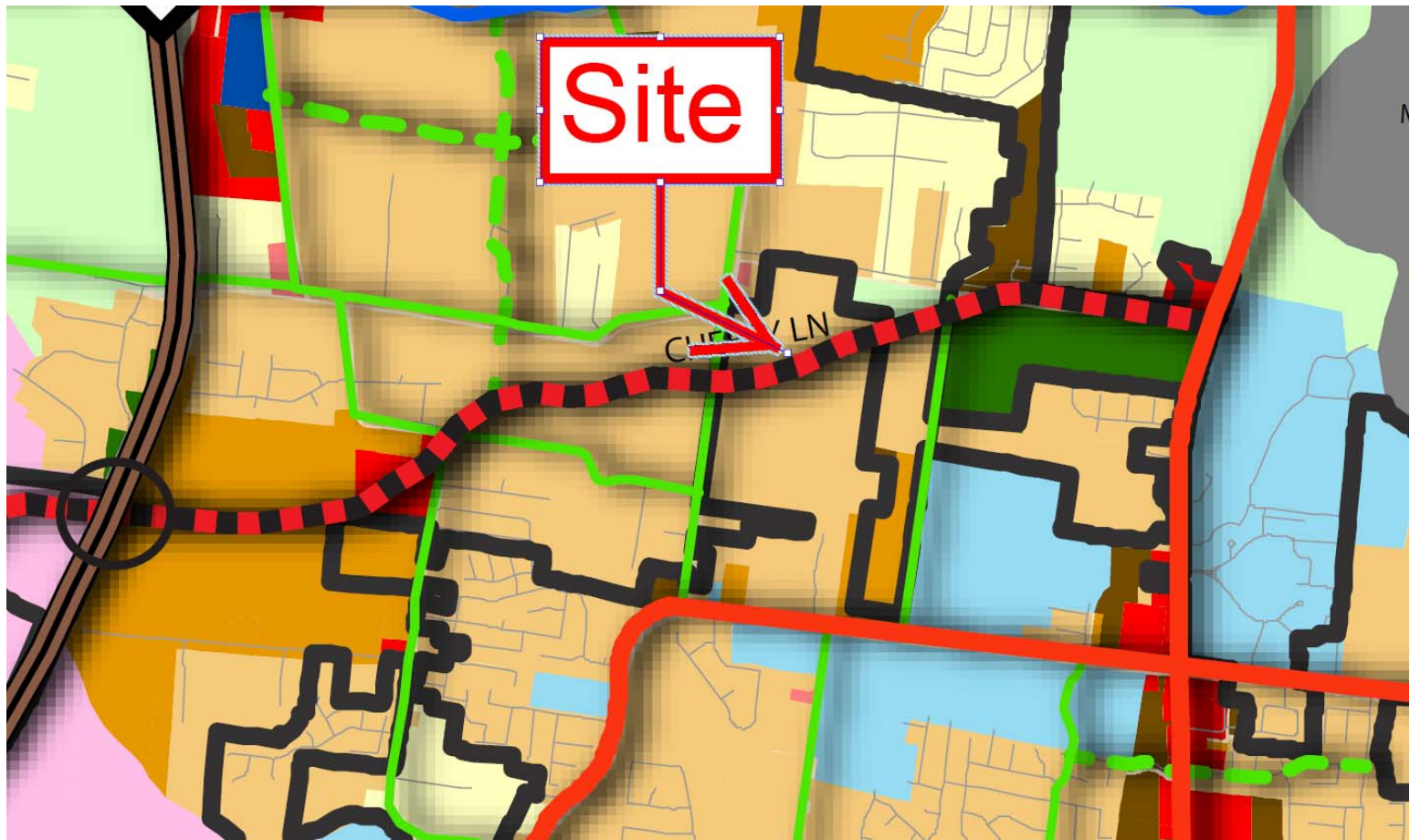
The Murfreesboro 2035 Future Land Use Map indicates that Suburban Residential uses are the most appropriate future land use for the subject property. The proposed zone district is not listed as the anticipated use in the Suburban Residential Character (SR), however rezoning this property to permit park as a permitted use does encourage the greater open space that is desired to preserve a suburban character setting in the SR.

*Chapter 6 Parks, Recreation and Open Space* of the **2035 Comprehensive Plan** addressed the City's needs for parkland. The chapter is guided by three themes:

- Economic development strategies
- Spaces to improve citizen's health outcomes; and
- Green infrastructure and ecosystem services to improve stormwater management and provide environmental benefits.

The Rutherford County Chamber of Commerce has trademarked "Sports Capital of Tennessee" for our area. The future plans for this property will contribute to economic development strategies for Murfreesboro. It is anticipated to be soccer practice fields and part of the larger Siegal Park and Soccer Complex. This subject property is just over 26 acres and meets the classification of a Community Park, however, this facility is a part of the neighboring Siegel Park and Soccer Complex which operates as a Special Use Area for soccer. A Special Use Area Parkland is an area for specialized or single purpose recreation activities.





MAP 4.2

## Future Land Use Map

### LAND USES

#### Proposed Land Uses

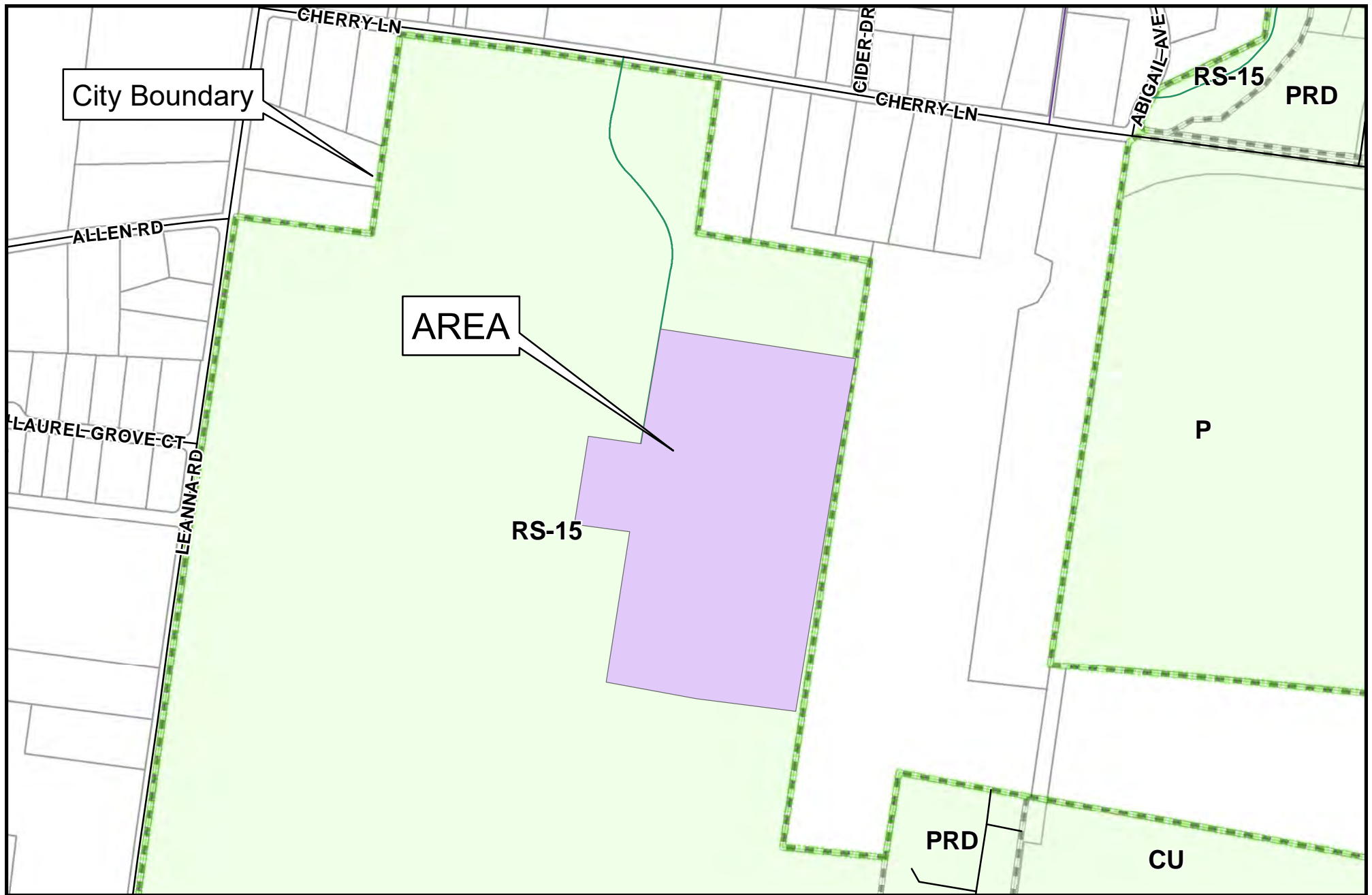
- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional

### ***Suburban Residential Character (SR)***

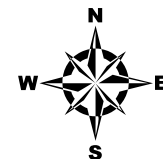
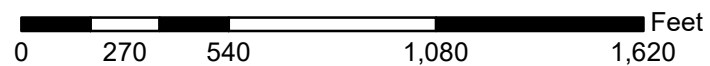
This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space.

As in the case of many neighborhoods in Murfreesboro that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space.

The Planning Commission should conduct a public hearing prior to formulating a recommendation to City Council.



Rezoning Request for Property Along Cherry Lane  
RS-15 to P

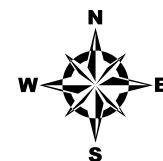
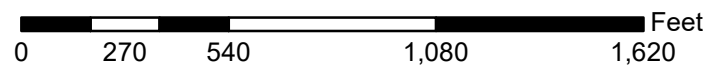


Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





Rezoning Request for Property Along Cherry Lane  
RS-15 to P



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





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

Creating a better quality of life

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

**Procedure for applicant:**

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

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

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

**To be completed by applicant:**

APPLICANT: City of Murfreesboro (Gary Whitaker, Asst. City Mgr.)  
Address: 111 W. Vine St. City/State/Zip: M'boro, 37130

Phone: 615-849-2629 E-mail address: gwhitaker@murfreesborotn.gov

PROPERTY OWNER: City of Murfreesboro

Street Address or property description: 1233 Cherry Lane

and/or Tax map #: 058 Group: — Parcel (s): P/O 02200

Existing zoning classification: RS-15

Proposed zoning classification: P Acreage: 26.20

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

applicant): Nate Williams 615-890-5333

E-mail: nwilliams@murfreesborotn.gov

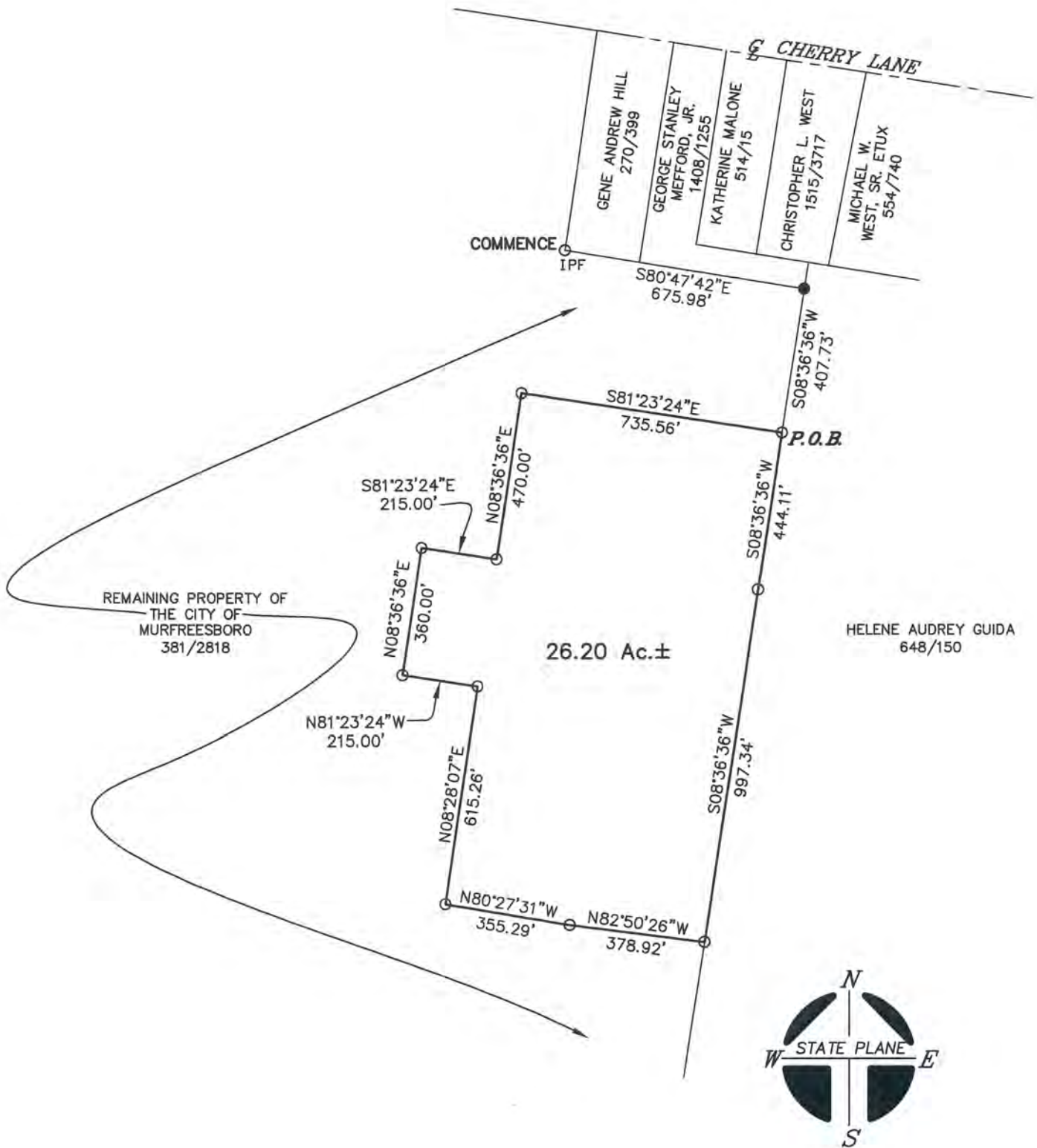
\* APPLICANT'S SIGNATURE (required): [Signature]

\* DATE: 8/14/19

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

Date received: 8/14/19 MPC YR.: 19 MPC #: 430

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



# EXHIBIT

SIEGEL SOCCER PARK  
ANNEX

CITY OF MURFREESBORO

PART OF TAX MAP 58, PARCEL 22.00

RECORD BOOK 381, PAGE 2818

CITY OF MURFREESBORO

AUGUST 2019

SCALE: 1"=400'

**HS HUDDLESTON-STEELE**  
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE : 893- 4084, FAX: 893 - 0080



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019**

**6:00 p.m.**

**City Hall**

## **Members Present**

Kathy Jones, Chair  
Ken Halliburton, Vice Chair  
Eddie Smotherman  
Chase Salas  
Warren Russell  
Ronnie Martin

## **Staff Present**

Donald Anthony, Planning Director  
Matthew Blomeley, Assist. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Amelia Kerr, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Sam Huddleston, Executive, Dir. Of Dev. Services  
Nate Williams, Parks & Recreation Direction

**Chair Kathy Jones called the meeting to order after determining there was a quorum.**

## **Old Business**

**Zoning application [2019-422] for approximately 24.15 acres located along Shelbyville Pike to amend The Marketplace at Savannah Ridge PUD to modify the site and building design, Baker Storey McDonald applicant.** Ms. Marina Rush began by explaining this zoning application had been deferred at the August 7, 2019, Planning Commission meeting. The reason for the deferral was to allow the applicants additional time to improve their building elevations and revise their pattern book. Ms. Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a public hearing had been conducted and closed at the August 7, 2019, meeting; therefore, there would not be another public hearing for this request.

Mr. Clyde Rountree and Mr. Steve Maher were in attendance to represent the applicant. Mr. Steve Maher came forward making known the amended request has been better defined with improved details with the architecture. He began a power point presentation from the applicant's pattern book explaining this being a unified retail development with rich materials of different colors of brick, natural stone, metal panels and hardy board. All of the buildings had been designed from the recent approved City guidelines. The footprint of the large single-story building appears as



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

Mr. Eddie Smotherman made a motion to defer, seconded by Mr. Ronnie Martin. The motion carried by unanimous vote in favor.

## Public Hearings

Zoning Application [2019-430] for approximately 26.2 acres located along Cherry Lane to be rezoned from RS-15 to P, City of Murfreesboro applicant. Ms. Margaret Ann Green summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet.

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

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

Annexation Petition and Plan of Services [2019-509] for approximately 10.6 acres located along Asbury Lane and Asbury Road, Pretoria Rentals Trust applicant. Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the annexation request from the staff report, which had been provided to the Planning Commission in the agenda packet.

Chair Kathy Jones opened the public hearing.

1. Ms. Kitti McConnell 3818 Asbury Road – opposes the annexation request. She came forward to make known her concerns as being the following:

- The encroachment and building being within a floodplain/floodway.
- The existing water mains in this area need to be relocated.
- Any existing living trees within one foot of her property fenced area should be protected.
- A water well located on her property should be protected.



**ORDINANCE 19-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 rezone approximately 26.2 acres along Cherry Lane from Single-Family Residential Fifteen (RS-15) District to Park (P) District; City of Murfreesboro, applicant [2019-430].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Park (P) 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:

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL

City Boundary

CIDER DR

ABIGAIL AVE

LEANNA RD

CHERRY LN

RS-15  
PRD

P

Area Rezoned  
From RS-15 to P

RS-15

PRD

CAROLINE FARMS DR

CU

PRD



## COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Plan of Services, Annexation, and Zoning for property located along Asbury Lane  
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

---

### Summary

Annexation and zoning of approximately 11.3 acres and 10.2 acres, respectively, located along Asbury Lane and Asbury Road.

### Staff Recommendation

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

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

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

### Background Information

Pretoria Rentals Trust has initiated a petition of annexation [2019-509] for approximately 11.3 acres located along Asbury Lane and Asbury Road. The City developed its plan of services for this area. Additionally, Landmark Homes of TN presented to the City a zoning application [2019-427] for approximately 10.2 acres located along Asbury Lane and Asbury Road to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on September 4, 2019, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval. The zoning request was made subject to several conditions. The pattern book has since been revised to comply with the conditions imposed by the Planning Commission.

### Council Priorities Served

#### *Engaging Our Community*

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

Attachments:

1. Resolution 19-R-PS-38
2. Resolution-19-R-A-38
3. Ordinance 19-OZ-38
4. Maps of the area
5. Planning Commission staff comments from 9/4/19 meeting
6. Planning Commission minutes from 9/4/19 meeting
7. Plan of services
8. PRD pattern book (Pretoria Falls PRD)
9. Other miscellaneous exhibits



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 4, 2019**

**4.b. Annexation Petition and Plan of Services [2019-509] for approximately 10.6 acres located along Asbury Lane and Asbury Road, Pretoria Rentals Trust applicant. (project planner- Margaret Ann Green).**

The subject property is located along the west side of Asbury Lane and south of Asbury Road, along Overall Creek and its floodway. The study area consists of approximately 10.6 acres and includes Asbury Lane and Asbury Road right-of-way. The properties are identified as follows:

- ***Owner: Pretoria Rentals Trust***
  - Tax Map 079, Parcel 017.00                      approximately 5.1 acres
  - Tax Map 079, Parcel 019.00                      approximately 5.1 acres
  - ***Right(s)-of-way***
  - Approximately 530 linear feet of Asbury Lane right-of-way
  - Approximately 500 linear feet of Asbury Road right-of-way
- TOTAL ACRES: approximately 10.6 acres**

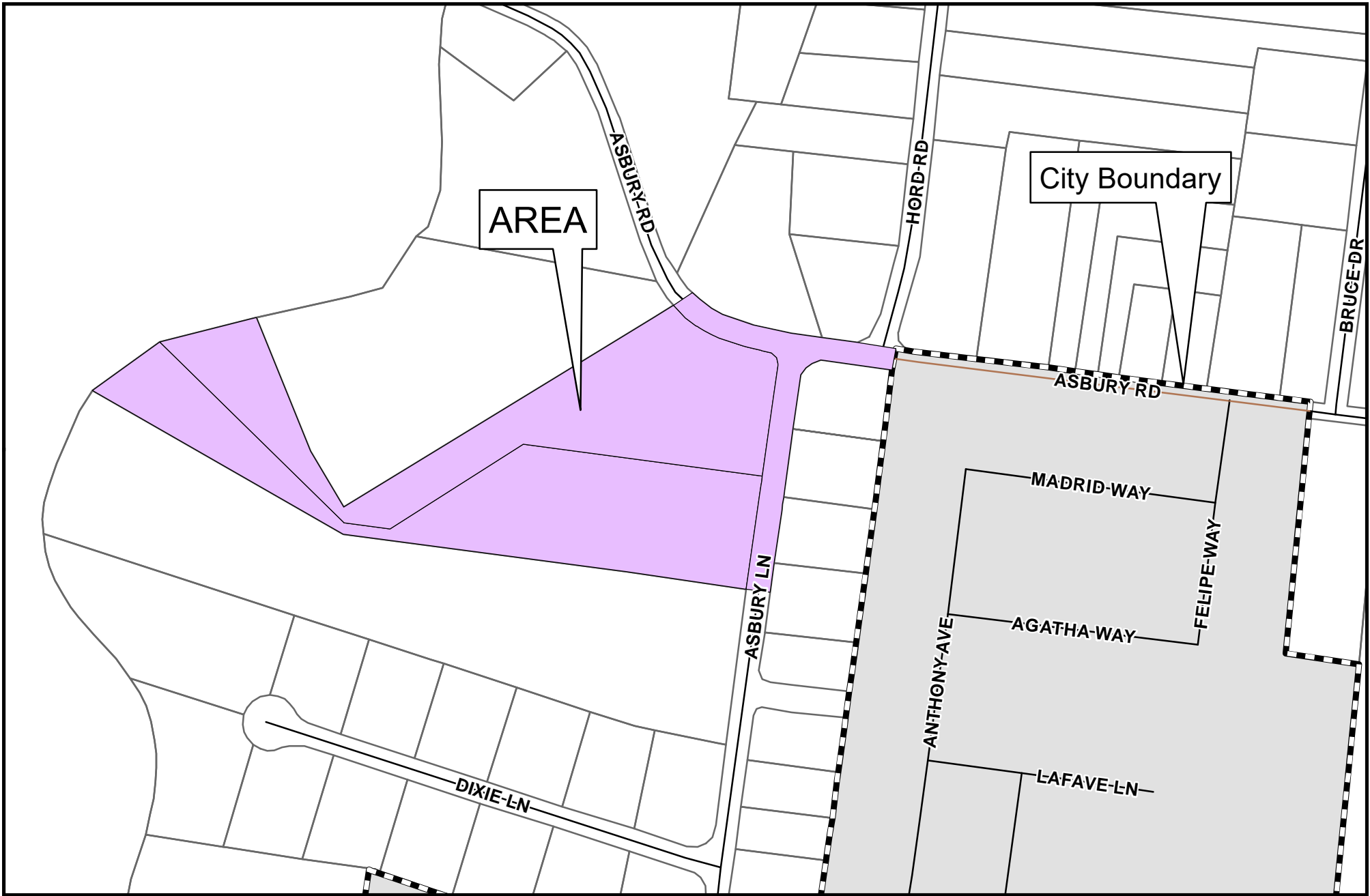
Each lot has one single-family detached home for a total of two homes within the study area (3790 Asbury Lane and 3798 Asbury Lane). Written petitions requesting annexation have been filed with the City by the property owners' legal representative.

Gary Wisniewski of Landmark Homes of Tennessee has filed a companion zone change request to have the properties zoned PRD (Planned Residential District) simultaneous with annexation (file 2019-427). The zoning request will be the subject of the next item on the agenda item.

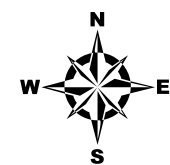
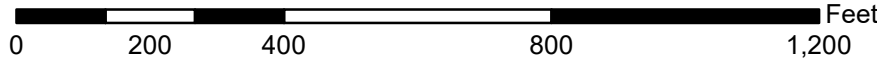
A neighborhood meeting was held on Monday August 26, 2019 at Blackman Community Club.

The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City limits. It appears that the City will be able to extend most City provided services either immediately upon the effective date of annexation or as development occurs. Staff has included an *Annexation Feasibility Study and Plan of Services* for adoption.

The Planning Commission will need to conduct a public hearing on the matter of the annexation petition and Plan of Services, after which it will need to discuss this matter and then formulate a recommendation for City Council.



Annexation Request for Property  
Along Asbury Road and Asbury Lane

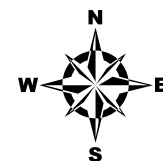
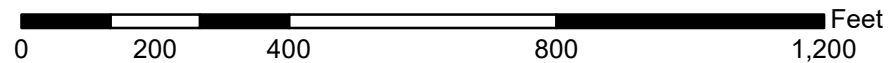


Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





Annexation Request for Property  
Along Asbury Road and Asbury Lane



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 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. PRETORIA RENTALS TRUST UNDER THE HECKMAN MYBURGH PRESERVATION TRUST.  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: Trustee Date: 8/15/19.

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

2.

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

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

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

3.

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

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

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

4.

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

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

3790 + 3798 ASBURY LANE MURFREESBORO, TN 37129.  
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

**Legal Description is attached:** \_\_\_\_\_ Yes

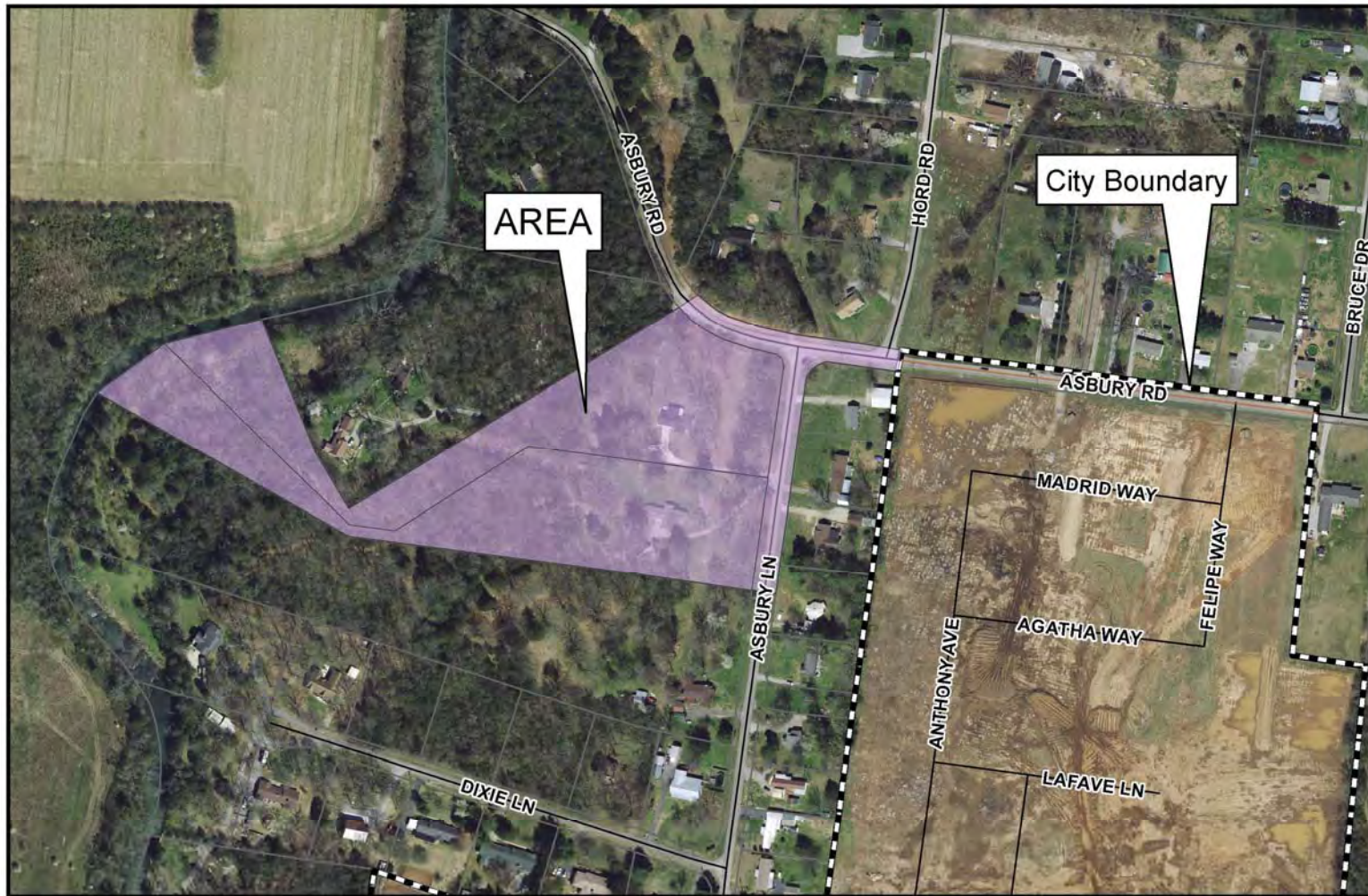
**Power of Attorney applies and is attached:** \_\_\_\_\_ Yes X No



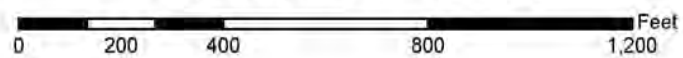
**ANNEXATION REPORT FOR PROPERTY LOCATED  
WEST OF ASBURY LANE AND  
SOUTH OF ASBURY ROAD  
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
September 4, 2019



Annexation Request for Property  
Along Asbury Road and Asbury Lane



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

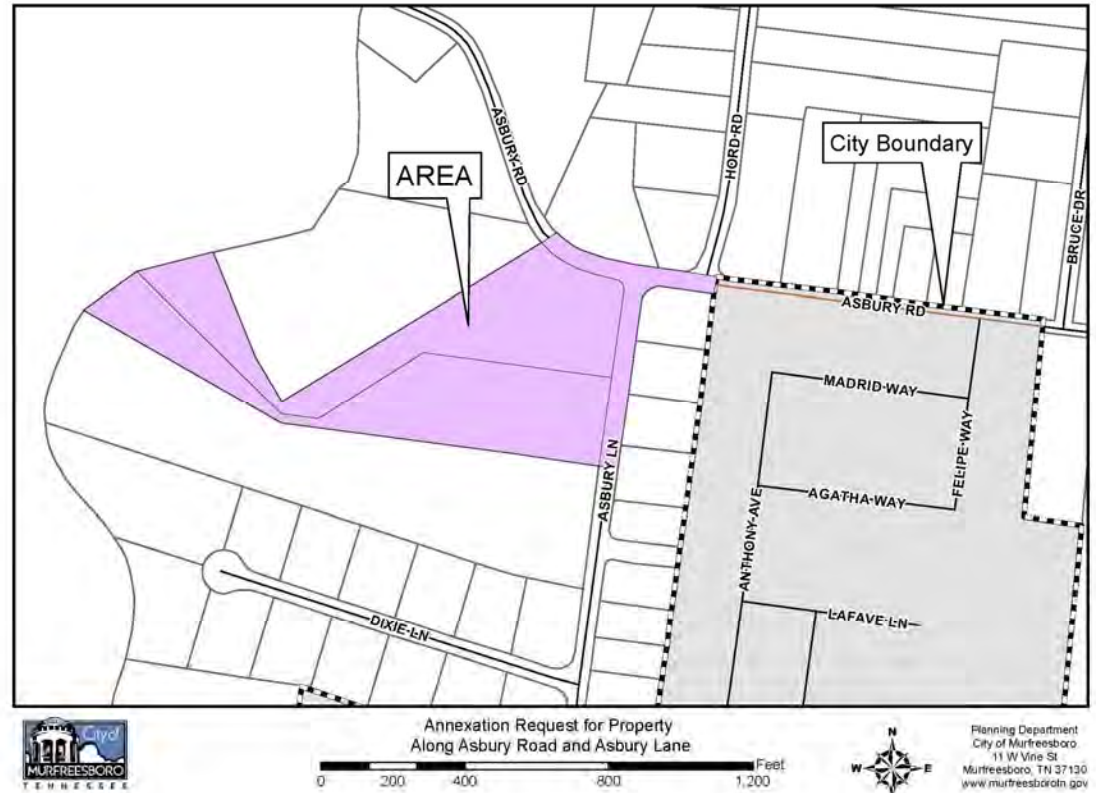
# **INTRODUCTION**

## OVERVIEW

The areas studied in this Plan of Services are two parcels (Tax Map 79, Parcel 17 and Parcel 19) situated along the west side of Asbury Lane and south of Asbury Road. Also included in the study area are two segments of rights-of-way: approximately 530 linear feet of Asbury Lane and approximately 500 linear feet of Asbury Road. The study area adjoins the City on its east, while the areas to the north, west and south lie within the unincorporated County.

Each parcel has a single-family house. A written petition requesting annexation has been filed with the City by the property owners' legal representatives.

The parcel as well as the rights-of-way are located within the City of Murfreesboro's Urban Growth Boundary.

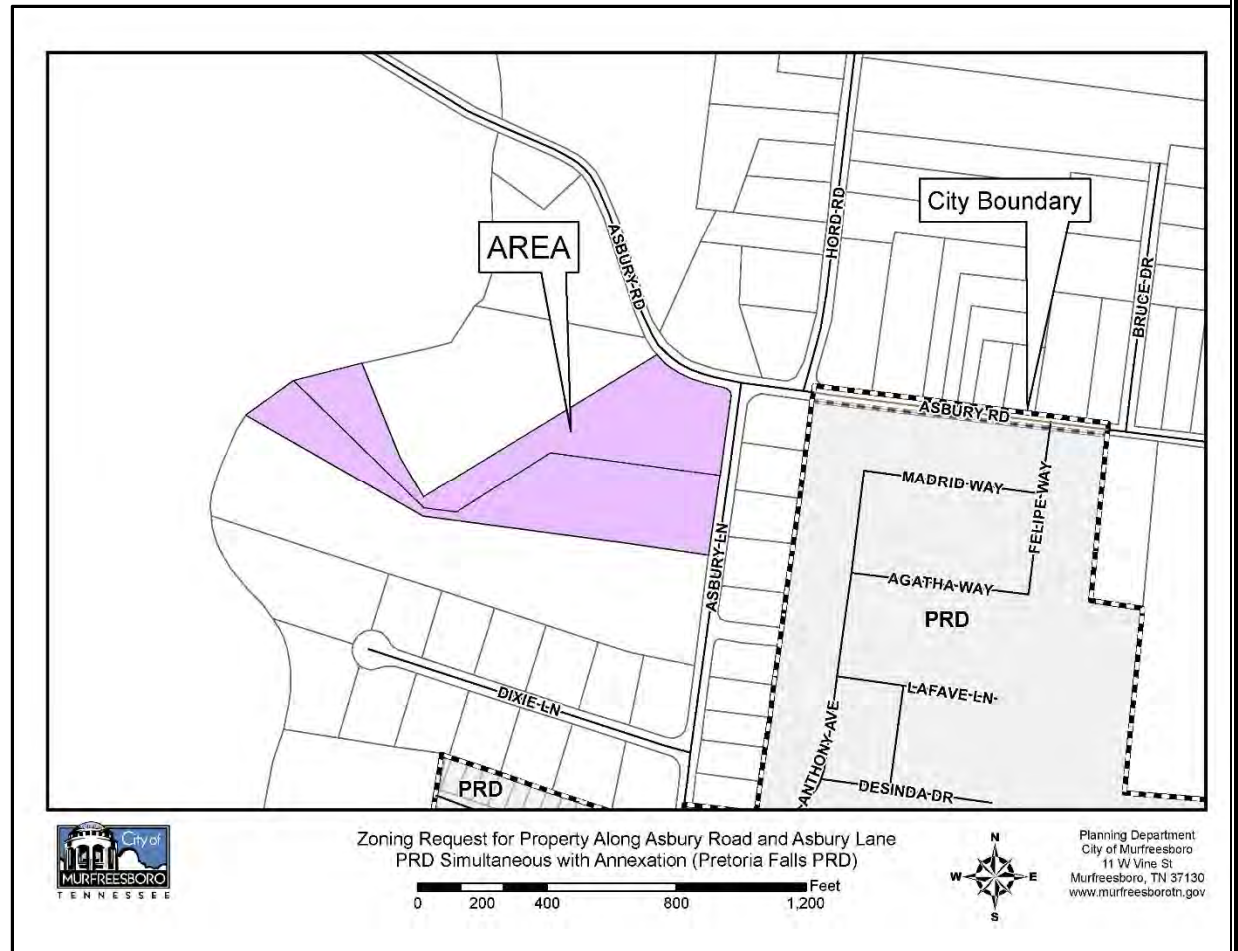




## CITY ZONING

The property has a pending zoning change application to be zoned PRD (Planned Residential District). Landmark Homes of TN has contractual interest in the property and has requested rezoning simultaneous with annexation. The proposed Pretoria Falls PRD will allow 60 single-family, detached dwellings.

The subject property is currently zoned RM (Residential – Medium Density) in the County.

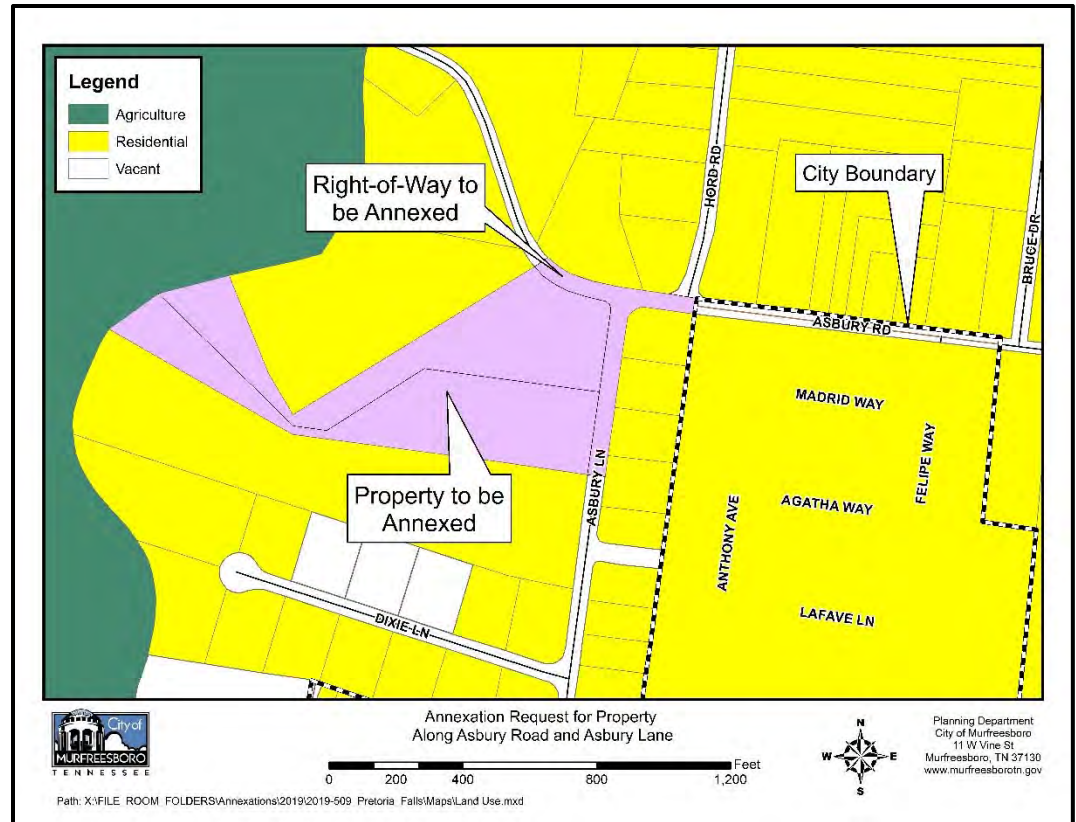


## **PRESENT AND SURROUNDING LAND USE**

The primary areas being considered for annexation are two 5.1-acre parcels and rights-of-way for total of 10.6 acres.

The area surrounding the 10.6-acre parcel is characterized by large lots with residential and agricultural uses. Notable exceptions include Spring Creek PRD and Kingsbury PRD- two developing residential subdivisions located within the City. Spring Creek PRD allows 101 townhomes and 48 single-family, detached lots with a density of 2 dwelling units per acre. Kingsbury PRD allows 156 single-family, detached lots with a density of 4.35 dwelling units per acre. Both PRDs are currently under development.

Access to the study area will be from Asbury Lane and Asbury Road. The study area also runs along Overall Creek.



## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2019 will be due on December 31, 2020. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

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

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
PRETORIA RENTALS TRUST-MYBURGH SONETTE TRUSTEE	5.1	\$67,900	\$134,100	\$202,500	\$651.15
PRETORIA RENTALS TRUST HERMAN MYBURGH TRUST-SONETTE MYBURGH TRUSTEE	5.1	\$67,900	\$154,700	222,300	\$716.58

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2019-2020 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area is proposed to be developed with 60 single-family homes.

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

<b>General Fund</b>	<b>Per Capita Amount</b>
State Sales Tax	\$89.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.00
Gross Receipts (TVA in-lieu taxes)	\$11.80
<i>Total General Revenue Per Capita</i>	\$103.30
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	<b>\$141.80</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 60 units)</b>	<b>\$21,950</b>

The per capita state revenue estimates apply only to new residents.



# **PLAN OF SERVICES**

### **POLICE PROTECTION**

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

### **ELECTRIC SERVICE**

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC will serve the study area as it develops with the extension of facilities along Asbury Lane. The developer will be responsible for the service extension and alternative feed that will be required.

### **STREET LIGHTING**

According to MTEMC, street lighting will be installed on the property if any future development on the property includes public streets. No street lighting is proposed along Asbury Lane or Asbury Road as a result of this annexation.

### **SOLID WASTE COLLECTION**

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Thursday. In its current state, two carts will be provided at a cost of \$106.60 (\$53.30 per cart). If developed with 60 single-family homes, then it will cost the department \$3,198 for 60 carts and will take approximately one hour to serve.

### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. 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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone.

## **STREETS AND ACCESS**

### ***Public Roadway System***

The Annexation Study Area has access to existing Asbury Lane and Asbury Road roadways. Portions of both Asbury Lane and Asbury Road are included in the Study Area. Asbury Lane and Asbury Road are existing 2-lane, ditch section streets. Upon annexation, the City would become responsible for operation and maintenance of these streets. Based on a 20-year repaving cycle for both, the annualized maintenance cost is \$1,150 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in \$250 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to either roadway must be approved by the City Engineer. Additionally, development along these roadways may require improvements to include widening for turning lanes and ROW/easement dedication in accordance with the City's Substandard Street requirements.

This property is affected by mid-term improvement #7 on the major transportation plan. This includes improves to Asbury Road to a 3-lane section as well as realignment of the roadway. The applicant will be required to participate in those improvements. Any future public roadway facilities to serve the study area must be constructed to City standards

### ***Regional Traffic and Transportation Conditions***

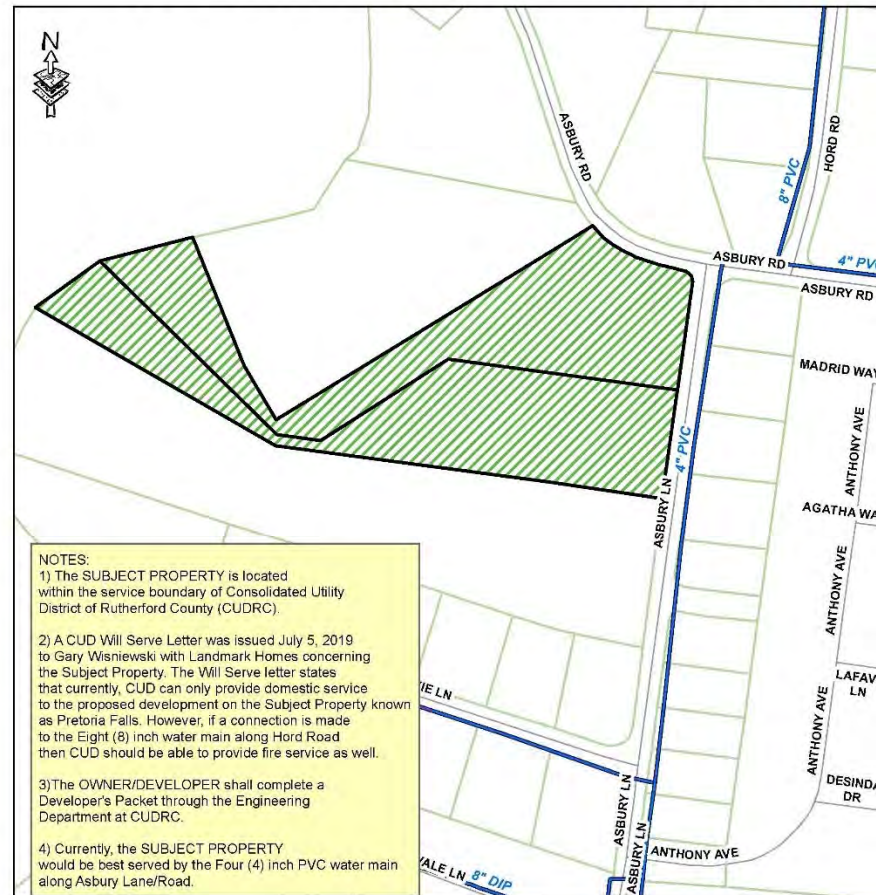
The Study Area is currently served by Asbury Lane and Asbury Road Street as the major roadway facilities. Asbury Lane intersects with Asbury Road to the north and Medical Center Parkway to the south. While Asbury Road intersects with Old Nashville Highway to the east and dead ends to the west just before Interstate 840. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Asbury Lane to be operating at a Level of Service B and Asbury Road to be operating at a Level of Service A in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Asbury Lane operates at a level of service of D without the proposed improvements recommended in the 2040 MTP and Asbury Road operates at a level of service B without the proposed improvements.

## WATER SERVICE

The study area is served by a 4-inch Consolidated Utility District (CUD) water line along Asbury Lane and Asbury Road. This line is adequate for providing domestic water service but not for maintaining the proper fire flows for the proposed development. The Developer will be responsible for extending service from the 8-inch line along Hord Road to provide fire service as well.


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

### 3790 & 3798 Asbury Lane Annexation Request



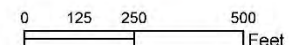
AUGUST 9, 2019

TAX MAP: 79  
PARCELS: 17.00, 19.00

 Tax Parcels selection

 CUD WATER MAIN

1 INCH = 250 FEET





## **SANITARY SEWER SERVICE**

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." There is an existing 24-inch sewer main along Overall Creek along the western boundary of the properties.

The study area lies within the Overall Creek Sanitary Sewer Assessment District and will be required to pay \$1,000 per single family unit in addition to the existing standard sewer connection fee of \$2,550. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.

**This development will be required to comply with the proposed Sewer Allocation Ordinance upon its final reading at City Council. At present, the Ordinance proposes to allow 5 single family units per acre for townhome developments.**

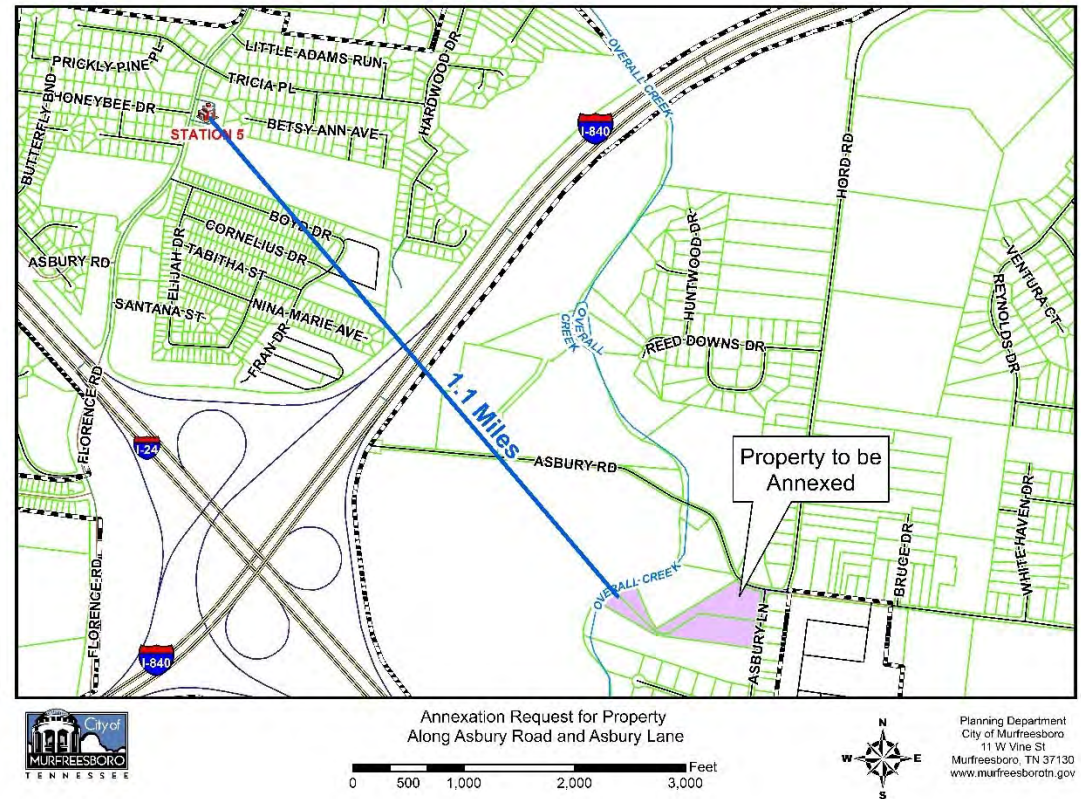


## **FIRE AND EMERGENCY SERVICE**

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart. There is a 4-inch Consolidated Utility District water line along Asbury Lane that serves the subject property. The developer will be responsible for extending service from an 8-inch line along Hord Road to support fire service.

The closest operating fire station to the subject property is Fire Station #4, located at 1321 Medical Center Parkway, approximately 3.9 miles from the study area. Fire Station #9, located at 802 Cason Lane, is approximately 4.5 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



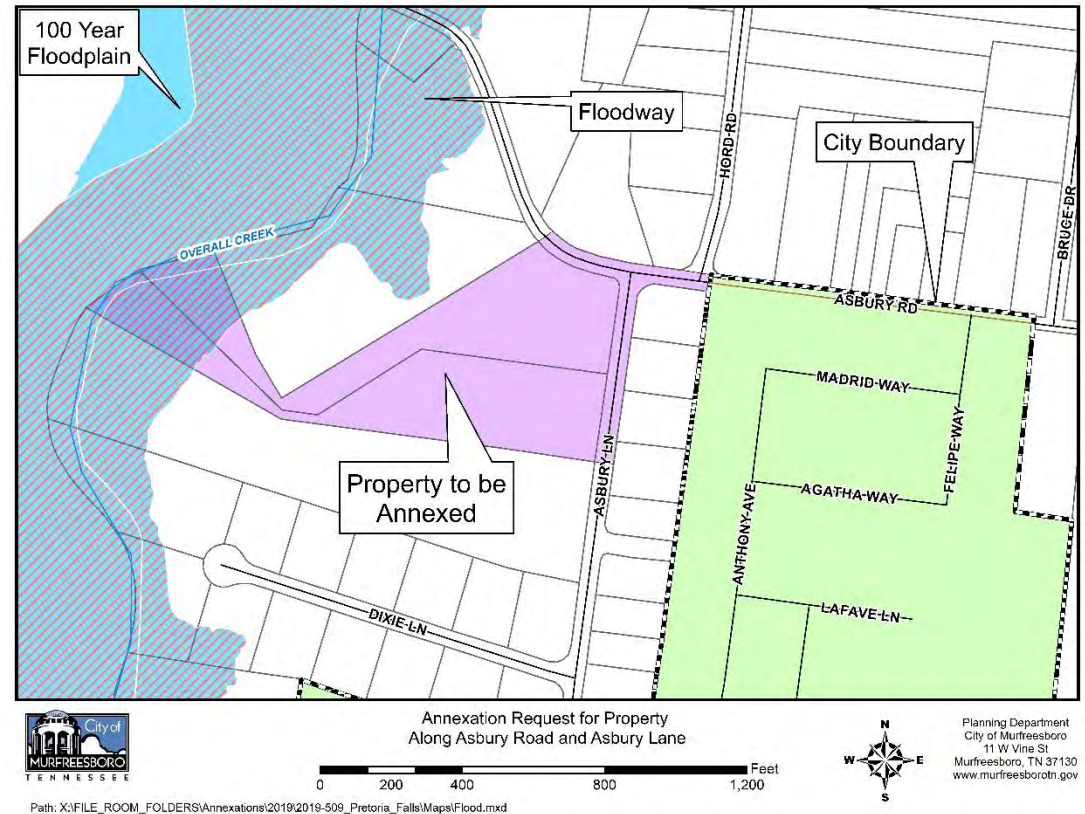
## **FLOODWAY**

The study area is located within a floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary and the 100-year floodplain boundary.

## **STORMWATER MANAGEMENT**

Upon annexation, stormwater management services provided by the City will be available to the study area. The property currently has two single-family dwellings which would generate approximately \$78 in annual revenue for the Stormwater Utility Fee. The Study Area has a proposed zoning of Planned Residential District (PRD) called Pretoria Falls and consists of 60 single-family, detached dwelling units. Based on this development scenario, it is anticipated that the site will generate approximately \$2,340 in revenue per year into the Stormwater Utility Fund upon full build out.



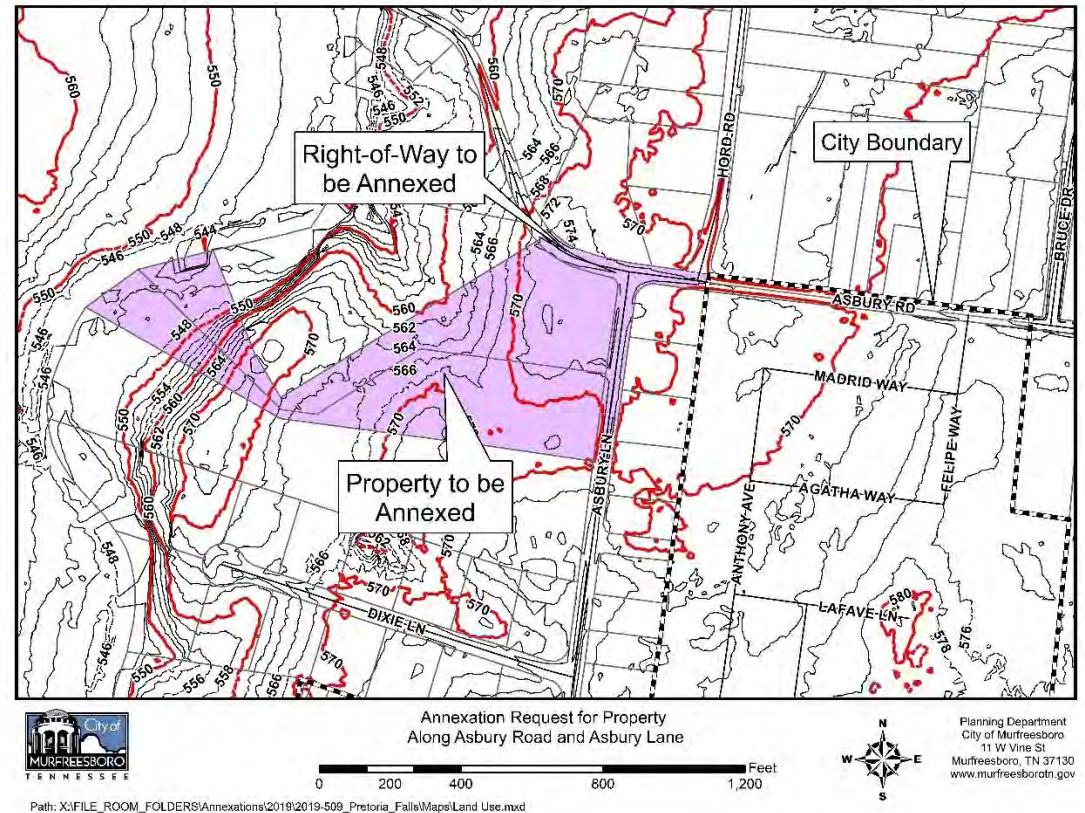


### ***Public Drainage System***

The drainage systems along and within the roadway of Asbury Lane and Asbury Road are included in the Study Area and the property has access to the drainage system. Routine operation and maintenance costs for the drainage system integral to Asbury Lane and Road are included in the public roadway annualized costs. The City has entered into an Intergovernmental agreement with the County to maintain the drainage system currently being install in Asbury Road right-of-way for Kingsbury subdivision. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

### ***Regional Drainage System***

The Study Area drains poorly to the west and ultimately to Overall Creek through a series of closed depressions in the study area and on adjacent properties. According to aerial photography, these closed depressions fill with runoff during extreme rain events. It is been reported that homes along Asbury Lane, Asbury Road, and Hord Road are impacted from time to time with flood water in living spaces. As development plans are finalized, the development should incorporate and to the extent practical mitigate these existing drainage limitations. Consultation with City and Rutherford County engineering staffs is appropriate as the existing drainage conditions are evaluated and potential mitigation strategies are analyzed. Regional drainage patterns, drainage plans and future development should also be considered in this process.





### **PLANNING, ENGINEERING, AND ZONING SERVICES**

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

### **ANNEXATION FOLLOW-UP**

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

### **BUILDING AND CODES**

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected. A preliminary inspection by the Codes Department indicated high grass and weeds, which must be cut to City standards if the property is annexed.

### **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.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019**

**6:00 p.m.**

**City Hall**

## **Members Present**

Kathy Jones, Chair  
Ken Halliburton, Vice Chair  
Eddie Smotherman  
Chase Salas  
Warren Russell  
Ronnie Martin

## **Staff Present**

Donald Anthony, Planning Director  
Matthew Blomeley, Assist. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Amelia Kerr, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Sam Huddleston, Executive, Dir. Of Dev. Services  
Nate Williams, Parks & Recreation Direction

**Chair Kathy Jones called the meeting to order after determining there was a quorum.**

## **Old Business**

**Zoning application [2019-422] for approximately 24.15 acres located along Shelbyville Pike to amend The Marketplace at Savannah Ridge PUD to modify the site and building design, Baker Storey McDonald applicant.** Ms. Marina Rush began by explaining this zoning application had been deferred at the August 7, 2019, Planning Commission meeting. The reason for the deferral was to allow the applicants additional time to improve their building elevations and revise their pattern book. Ms. Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a public hearing had been conducted and closed at the August 7, 2019, meeting; therefore, there would not be another public hearing for this request.

Mr. Clyde Rountree and Mr. Steve Maher were in attendance to represent the applicant. Mr. Steve Maher came forward making known the amended request has been better defined with improved details with the architecture. He began a power point presentation from the applicant's pattern book explaining this being a unified retail development with rich materials of different colors of brick, natural stone, metal panels and hardy board. All of the buildings had been designed from the recent approved City guidelines. The footprint of the large single-story building appears as



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

Mr. Eddie Smotherman made a motion to defer, seconded by Mr. Ronnie Martin. The motion carried by unanimous vote in favor.

## Public Hearings

Zoning Application [2019-430] for approximately 26.2 acres located along Cherry Lane to be rezoned from RS-15 to P, City of Murfreesboro applicant. Ms. Margaret Ann Green summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet.

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

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

Annexation Petition and Plan of Services [2019-509] for approximately 10.6 acres located along Asbury Lane and Asbury Road, Pretoria Rentals Trust applicant. Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the annexation request from the staff report, which had been provided to the Planning Commission in the agenda packet.

Chair Kathy Jones opened the public hearing.

1. Ms. Kitti McConnell 3818 Asbury Road – opposes the annexation request. She came forward to make known her concerns as being the following:

- The encroachment and building being within a floodplain/floodway.
- The existing water mains in this area need to be relocated.
- Any existing living trees within one foot of her property fenced area should be protected.
- A water well located on her property should be protected.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

- Landmark homes should use light color roof materials to help protect from additional heat in the area.
  - The increase of traffic should be addressed with this development such as adjusting traffic signal times at other intersections, and other improvements as needed along Old Nashville Highway.
2. **Mr. Christopher Bennet 3818 Asbury Road** – opposes the annexation request.
  3. **Mr. Doug Hayes 3858 Asbury Road** – opposes the annexation request. He provided information to the Planning Commission making known his concerns of a high-density development in this area and the public safety on Medical Center Parkway and Asbury Lane.
  4. **Ms. Sonette Myburgh 3790 & 3798 Asbury Lane** - owner of the property came forward stating that Medical Center Parkway is the problem for this area. Asbury Lane does not have any traffic issues. She requested for the annexation request be approved.
  5. **Mr. Richard Silk 1103 Scotland Drive** – opposes the annexation request. He wanted to know if FEMA regulations had been addressed due to the amount of water in this area.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green explained the City of Murfreesboro has adopted FEMA's regulations in the City's Zoning Ordinance. There are various types of water that has to be addressed with development such as FEMA's regulations and the City of Murfreesboro Stormwater Regulations for Quality of Water and Quantity of Water. Regarding improvements for signage and clearing of brush on Asbury Lane and Old Nashville Highway, would be handled by Rutherford County Highway Department.

Mr. Sam Huddleston came forward to address the concerns regarding the timing of traffic signals along Medical Center Parkway. He explained the City has requested for a proposal from a traffic firm to conduct a traffic analysis of Asbury Lane and Medical Center Parkway. The study would



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

provide data and recommendations for this area. The study should be available within the next three to six months with implementations from the study to be considered. Once funding is approved for capital improvements it could take several years before road improvements occur.

**Mr. Ronnie Martin made a motion to approve the annexation petition and plan of services, subject to all staff comments, seconded by Mr. Chase Salas. There was one abstention made by Chair Kathy Jones. The motion passed.**

**Zoning application [2019-427] for approximately 10.6 acres located along Asbury Lane and Asbury Road to be zoned PRD (Pretoria Falls PRD) simultaneous with annexation, Landmark Homes of TN applicant.** Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a neighborhood meeting had been conducted on August 26, 2019, at Blackman Community Center. The meeting had been well attended. If this zoning application is approved the applicant would be responsible to make road improvements to address their proposed access along Asbury Lane and Asbury Road to accommodate the development. Ms. Green voiced her concerns regarding the size of the proposed garages being too small. The homes would not be fronting Asbury Lane or Asbury Road. Therefore, a landscaping berm with landscaping would be installed to provide a screen for the back of the homes. In addition, the applicant has addressed the City's future road connectivity in this area from the 2040 Major Transportation Plan.

Mr. Rob Molchan, Mr. Brian Dunn and Mr. Gary Wisniewski were in attendance for the meeting. Mr. Brian Dunn came forward to begin a power point presentation from the applicant's pattern book. Mr. Gary Wisniewski came forward to explain this would be a quality development. The development would include a playground area, seating areas and dog bark.

**RESOLUTION 19-R-PS-38** to adopt a Plan of Services for approximately 11.3 acres along Asbury Lane and Asbury Road, Pretoria Rentals Trust, applicant. [2019-509]

**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 September 4, 2019 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 October 24, 2019, pursuant to a Resolution passed and adopted by the City Council on September 19, 2019, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on October 8, 2019; 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 19-R-A-38**, the public welfare and the welfare of the City requiring it.

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

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

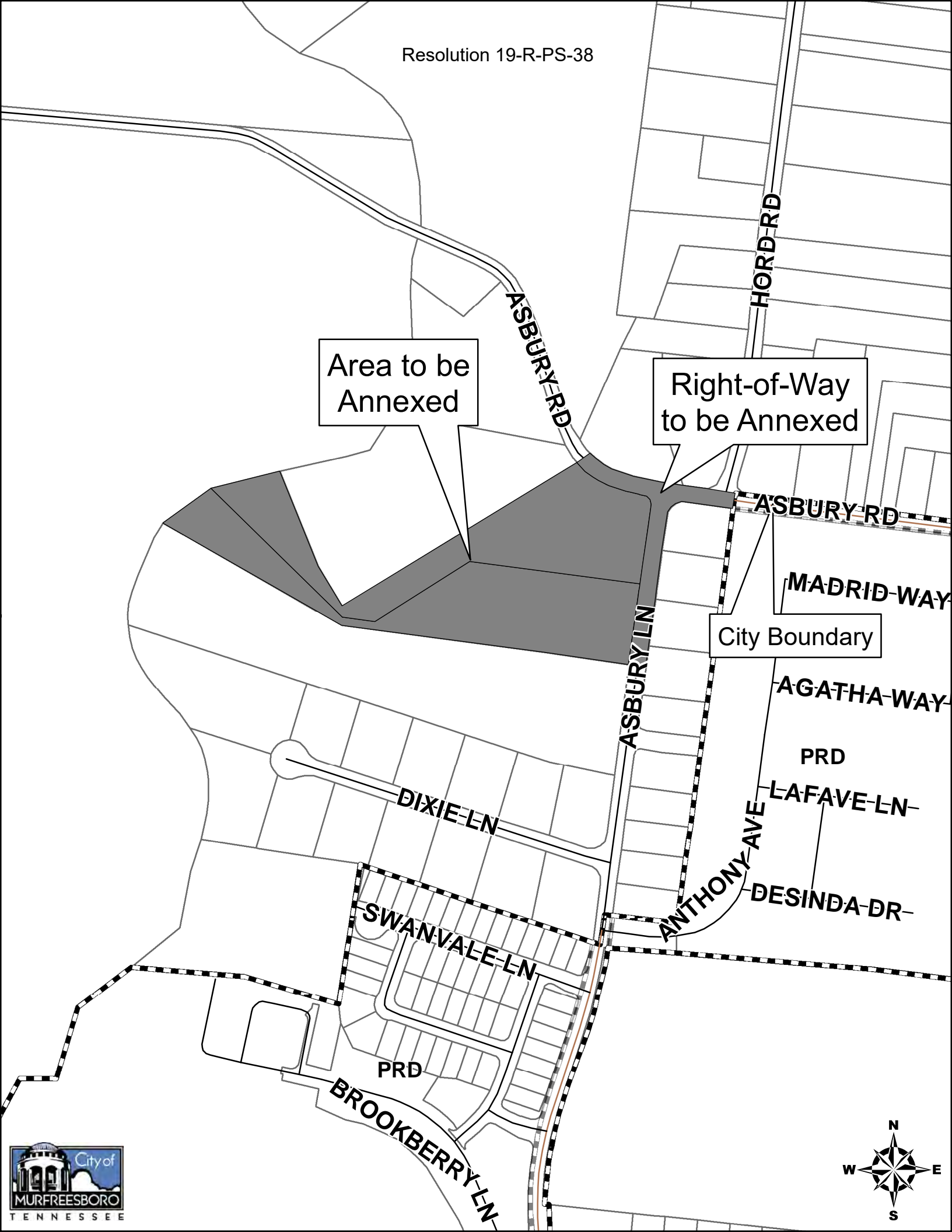
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

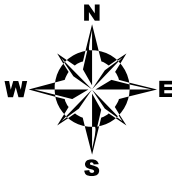
SEAL



Area to be  
Annexed

Right-of-Way  
to be Annexed

City Boundary



**ANNEXATION REPORT FOR PROPERTY LOCATED  
WEST OF ASBURY LANE AND  
SOUTH OF ASBURY ROAD  
INCLUDING PLAN OF SERVICES**

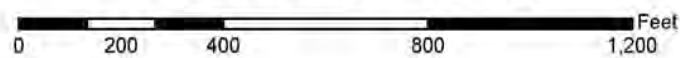


PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
September 4, 2019





Annexation Request for Property  
Along Asbury Road and Asbury Lane



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

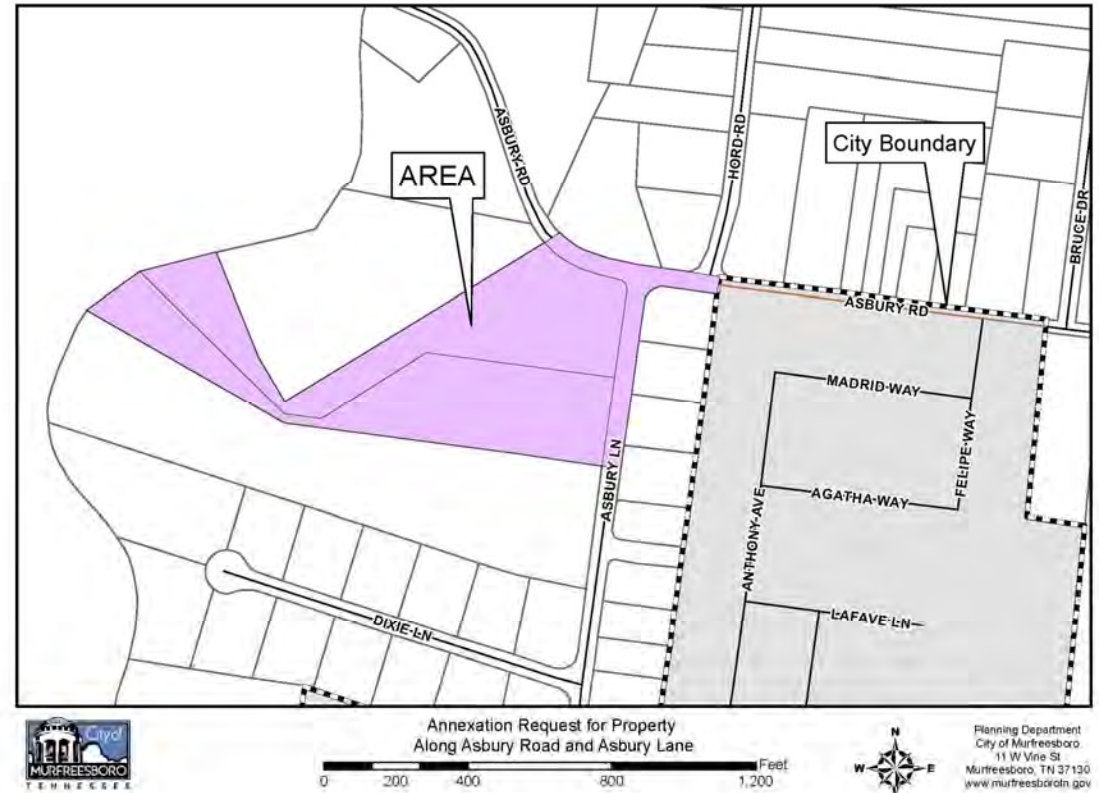
# **INTRODUCTION**

## OVERVIEW

The areas studied in this Plan of Services are two parcels (Tax Map 79, Parcel 17 and Parcel 19) situated along the west side of Asbury Lane and south of Asbury Road. Also included in the study area are two segments of rights-of-way: approximately 530 linear feet of Asbury Lane and approximately 500 linear feet of Asbury Road. The study area adjoins the City on its east, while the areas to the north, west and south lie within the unincorporated County.

Each parcel has a single-family house. A written petition requesting annexation has been filed with the City by the property owners' legal representatives.

The parcel as well as the rights-of-way are located within the City of Murfreesboro's Urban Growth Boundary.

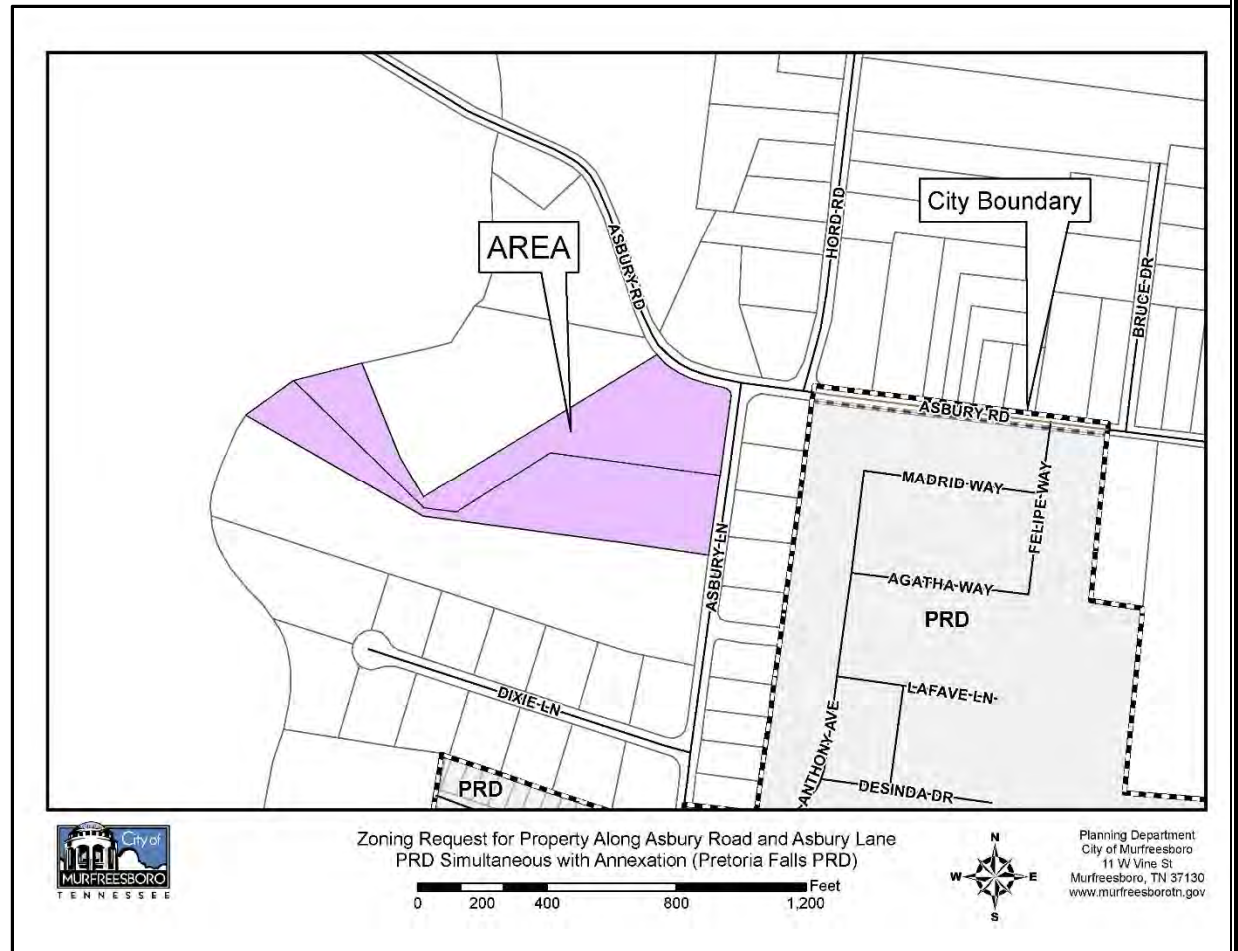




## CITY ZONING

The property has a pending zoning change application to be zoned PRD (Planned Residential District). Landmark Homes of TN has contractual interest in the property and has requested rezoning simultaneous with annexation. The proposed Pretoria Falls PRD will allow 60 single-family, detached dwellings.

The subject property is currently zoned RM (Residential – Medium Density) in the County.



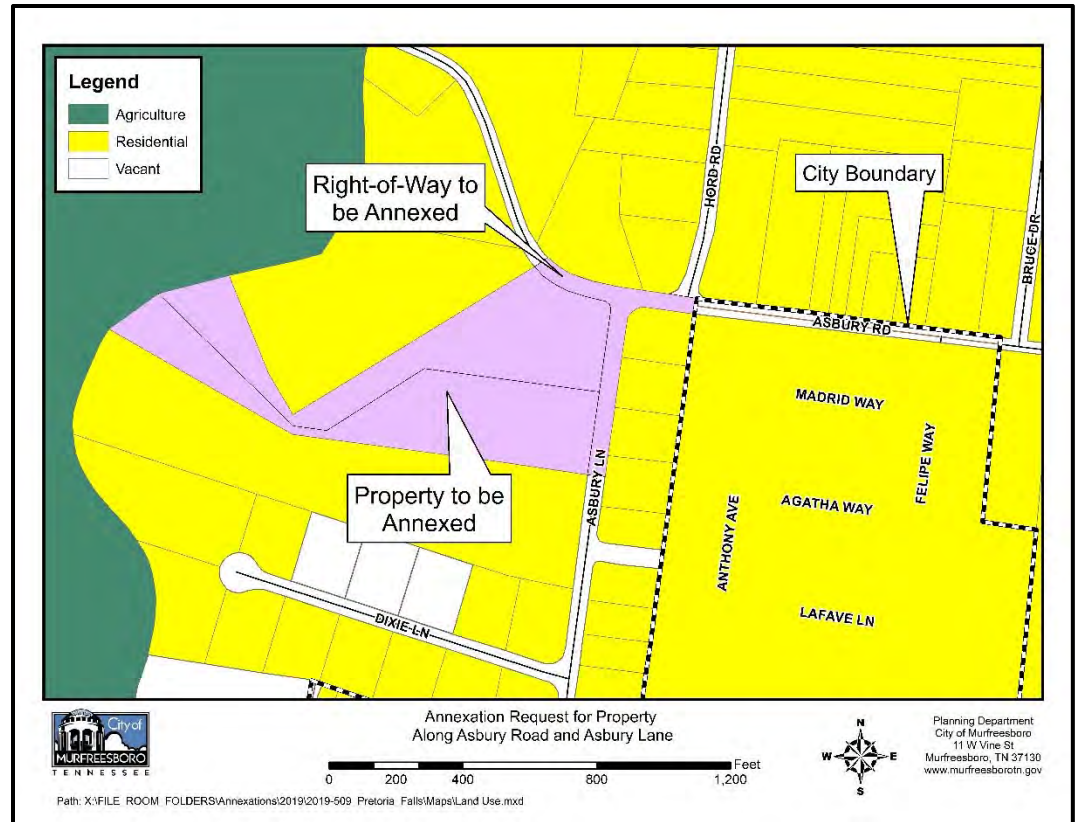


## **PRESENT AND SURROUNDING LAND USE**

The primary areas being considered for annexation are two 5.1-acre parcels and rights-of-way for total of 10.6 acres.

The area surrounding the 10.6-acre parcel is characterized by large lots with residential and agricultural uses. Notable exceptions include Spring Creek PRD and Kingsbury PRD- two developing residential subdivisions located within the City. Spring Creek PRD allows 101 townhomes and 48 single-family, detached lots with a density of 2 dwelling units per acre. Kingsbury PRD allows 156 single-family, detached lots with a density of 4.35 dwelling units per acre. Both PRDs are currently under development.

Access to the study area will be from Asbury Lane and Asbury Road. The study area also runs along Overall Creek.



## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2019 will be due on December 31, 2020. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

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

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
PRETORIA RENTALS TRUST-MYBURGH SONETTE TRUSTEE	5.1	\$67,900	\$134,100	\$202,500	\$651.15
PRETORIA RENTALS TRUST HERMAN MYBURGH TRUST-SONETTE MYBURGH TRUSTEE	5.1	\$67,900	\$154,700	222,300	\$716.58

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2019-2020 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area is proposed to be developed with 60 single-family homes.

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

<b>General Fund</b>	<b>Per Capita Amount</b>
State Sales Tax	\$89.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.00
Gross Receipts (TVA in-lieu taxes)	\$11.80
<i>Total General Revenue Per Capita</i>	\$103.30
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	<b>\$141.80</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 60 units)</b>	<b>\$21,950</b>

The per capita state revenue estimates apply only to new residents.

# **PLAN OF SERVICES**



### **POLICE PROTECTION**

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

### **ELECTRIC SERVICE**

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC will serve the study area as it develops with the extension of facilities along Asbury Lane. The developer will be responsible for the service extension and alternative feed that will be required.

### **STREET LIGHTING**

According to MTEMC, street lighting will be installed on the property if any future development on the property includes public streets. No street lighting is proposed along Asbury Lane or Asbury Road as a result of this annexation.

### **SOLID WASTE COLLECTION**

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Thursday. In its current state, two carts will be provided at a cost of \$106.60 (\$53.30 per cart). If developed with 60 single-family homes, then it will cost the department \$3,198 for 60 carts and will take approximately one hour to serve.

### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. 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.

### **CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone.

## **STREETS AND ACCESS**

### ***Public Roadway System***

The Annexation Study Area has access to existing Asbury Lane and Asbury Road roadways. Portions of both Asbury Lane and Asbury Road are included in the Study Area. Asbury Lane and Asbury Road are existing 2-lane, ditch section streets. Upon annexation, the City would become responsible for operation and maintenance of these streets. Based on a 20-year repaving cycle for both, the annualized maintenance cost is \$1,150 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in \$250 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to either roadway must be approved by the City Engineer. Additionally, development along these roadways may require improvements to include widening for turning lanes and ROW/easement dedication in accordance with the City's Substandard Street requirements.

This property is affected by mid-term improvement #7 on the major transportation plan. This includes improves to Asbury Road to a 3-lane section as well as realignment of the roadway. The applicant will be required to participate in those improvements. Any future public roadway facilities to serve the study area must be constructed to City standards

### ***Regional Traffic and Transportation Conditions***

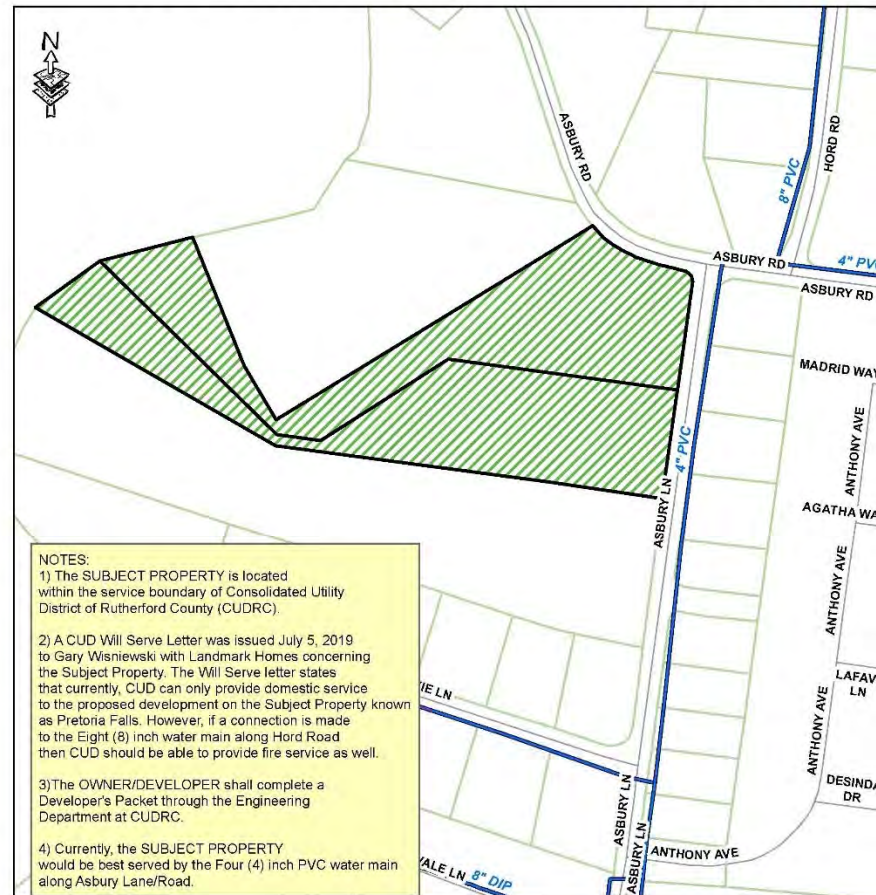
The Study Area is currently served by Asbury Lane and Asbury Road Street as the major roadway facilities. Asbury Lane intersects with Asbury Road to the north and Medical Center Parkway to the south. While Asbury Road intersects with Old Nashville Highway to the east and dead ends to the west just before Interstate 840. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Asbury Lane to be operating at a Level of Service B and Asbury Road to be operating at a Level of Service A in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Asbury Lane operates at a level of service of D without the proposed improvements recommended in the 2040 MTP and Asbury Road operates at a level of service B without the proposed improvements.

## WATER SERVICE

The study area is served by a 4-inch Consolidated Utility District (CUD) water line along Asbury Lane and Asbury Road. This line is adequate for providing domestic water service but not for maintaining the proper fire flows for the proposed development. The Developer will be responsible for extending service from the 8-inch line along Hord Road to provide fire service as well.


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

### 3790 & 3798 Asbury Lane Annexation Request



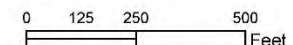
AUGUST 9, 2019

TAX MAP: 79  
PARCELS: 17.00, 19.00

 Tax Parcels selection

 CUD WATER MAIN

1 INCH = 250 FEET



## **SANITARY SEWER SERVICE**

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." There is an existing 24-inch sewer main along Overall Creek along the western boundary of the properties.

The study area lies within the Overall Creek Sanitary Sewer Assessment District and will be required to pay \$1,000 per single family unit in addition to the existing standard sewer connection fee of \$2,550. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.

**This development will be required to comply with the proposed Sewer Allocation Ordinance upon its final reading at City Council. At present, the Ordinance proposes to allow 5 single family units per acre for townhome developments.**



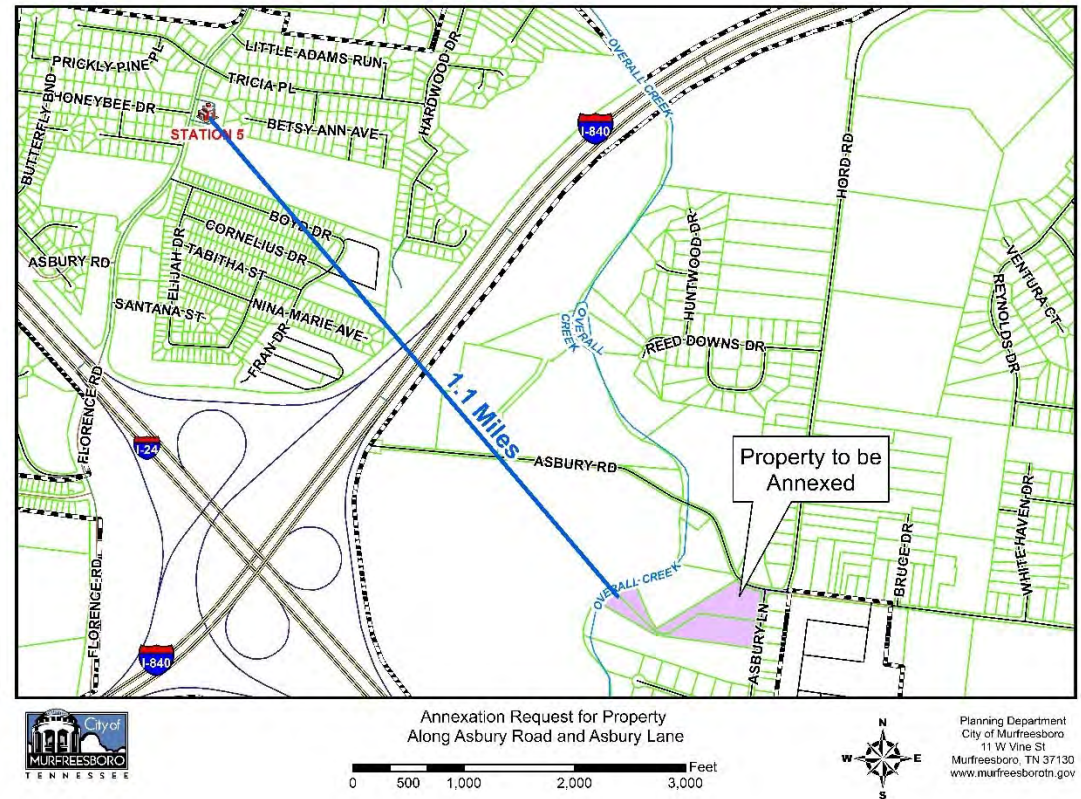


## **FIRE AND EMERGENCY SERVICE**

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart. There is a 4-inch Consolidated Utility District water line along Asbury Lane that serves the subject property. The developer will be responsible for extending service from an 8-inch line along Hord Road to support fire service.

The closest operating fire station to the subject property is Fire Station #4, located at 1321 Medical Center Parkway, approximately 3.9 miles from the study area. Fire Station #9, located at 802 Cason Lane, is approximately 4.5 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



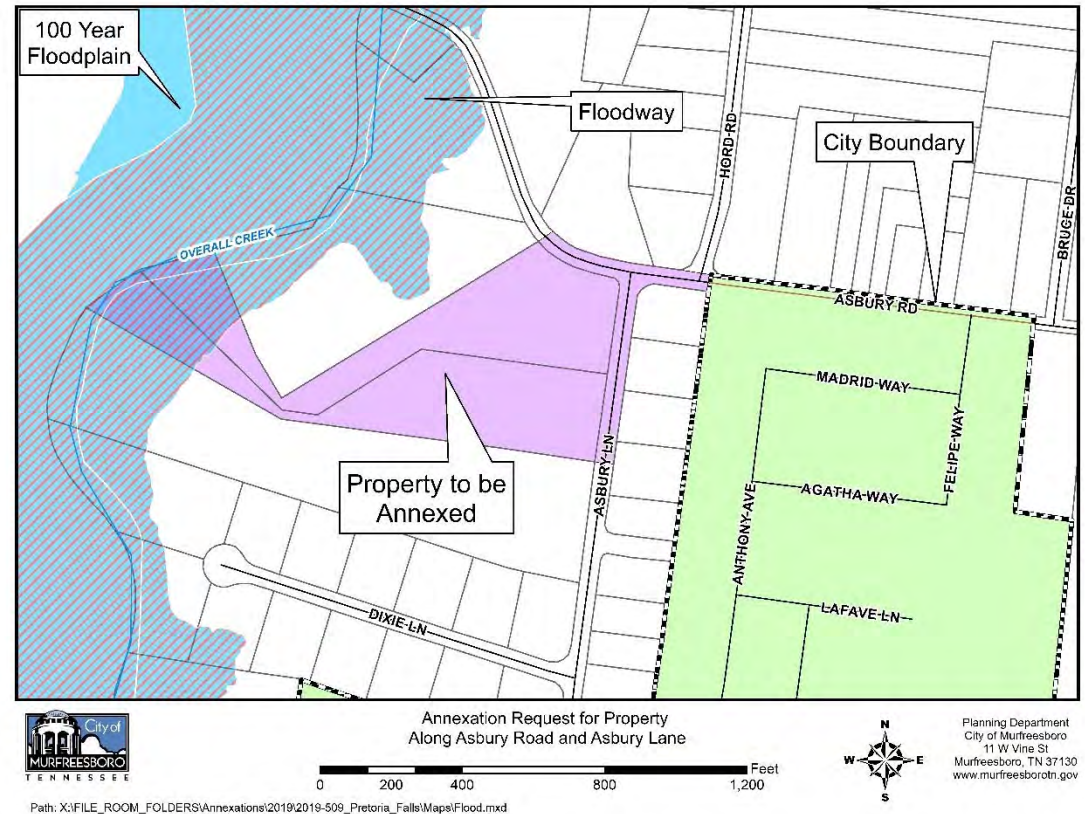
## **FLOODWAY**

The study area is located within a floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary and the 100-year floodplain boundary.

## **STORMWATER MANAGEMENT**

Upon annexation, stormwater management services provided by the City will be available to the study area. The property currently has two single-family dwellings which would generate approximately \$78 in annual revenue for the Stormwater Utility Fee. The Study Area has a proposed zoning of Planned Residential District (PRD) called Pretoria Falls and consists of 60 single-family, detached dwelling units. Based on this development scenario, it is anticipated that the site will generate approximately \$2,340 in revenue per year into the Stormwater Utility Fund upon full build out.



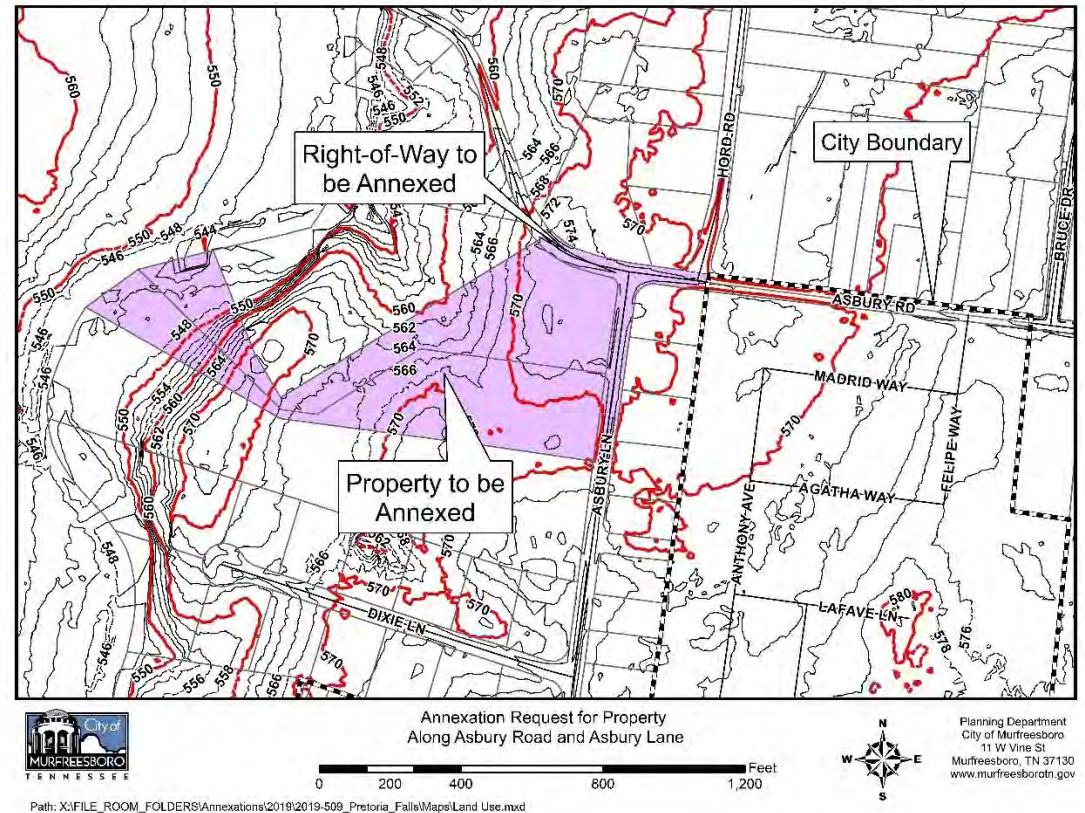


### ***Public Drainage System***

The drainage systems along and within the roadway of Asbury Lane and Asbury Road are included in the Study Area and the property has access to the drainage system. Routine operation and maintenance costs for the drainage system integral to Asbury Lane and Road are included in the public roadway annualized costs. The City has entered into an Intergovernmental agreement with the County to maintain the drainage system currently being install in Asbury Road right-of-way for Kingsbury subdivision. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

### ***Regional Drainage System***

The Study Area drains poorly to the west and ultimately to Overall Creek through a series of closed depressions in the study area and on adjacent properties. According to aerial photography, these closed depressions fill with runoff during extreme rain events. It is been reported that homes along Asbury Lane, Asbury Road, and Hord Road are impacted from time to time with flood water in living spaces. As development plans are finalized, the development should incorporate and to the extent practical mitigate these existing drainage limitations. Consultation with City and Rutherford County engineering staffs is appropriate as the existing drainage conditions are evaluated and potential mitigation strategies are analyzed. Regional drainage patterns, drainage plans and future development should also be considered in this process.



### **PLANNING, ENGINEERING, AND ZONING SERVICES**

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

### **ANNEXATION FOLLOW-UP**

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

### **BUILDING AND CODES**

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected. A preliminary inspection by the Codes Department indicated high grass and weeds, which must be cut to City standards if the property is annexed.

### **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.



**RESOLUTION 19-R-A-38** to annex approximately 11.3 acres along Asbury Lane and Asbury Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Pretoria Rentals Trust, applicant. [2019-509]

**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 19-R-PS-38** on October 24, 2019; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on September 4, 2019 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 19-OZ-38**, the public welfare and the welfare of the City requiring it.

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

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

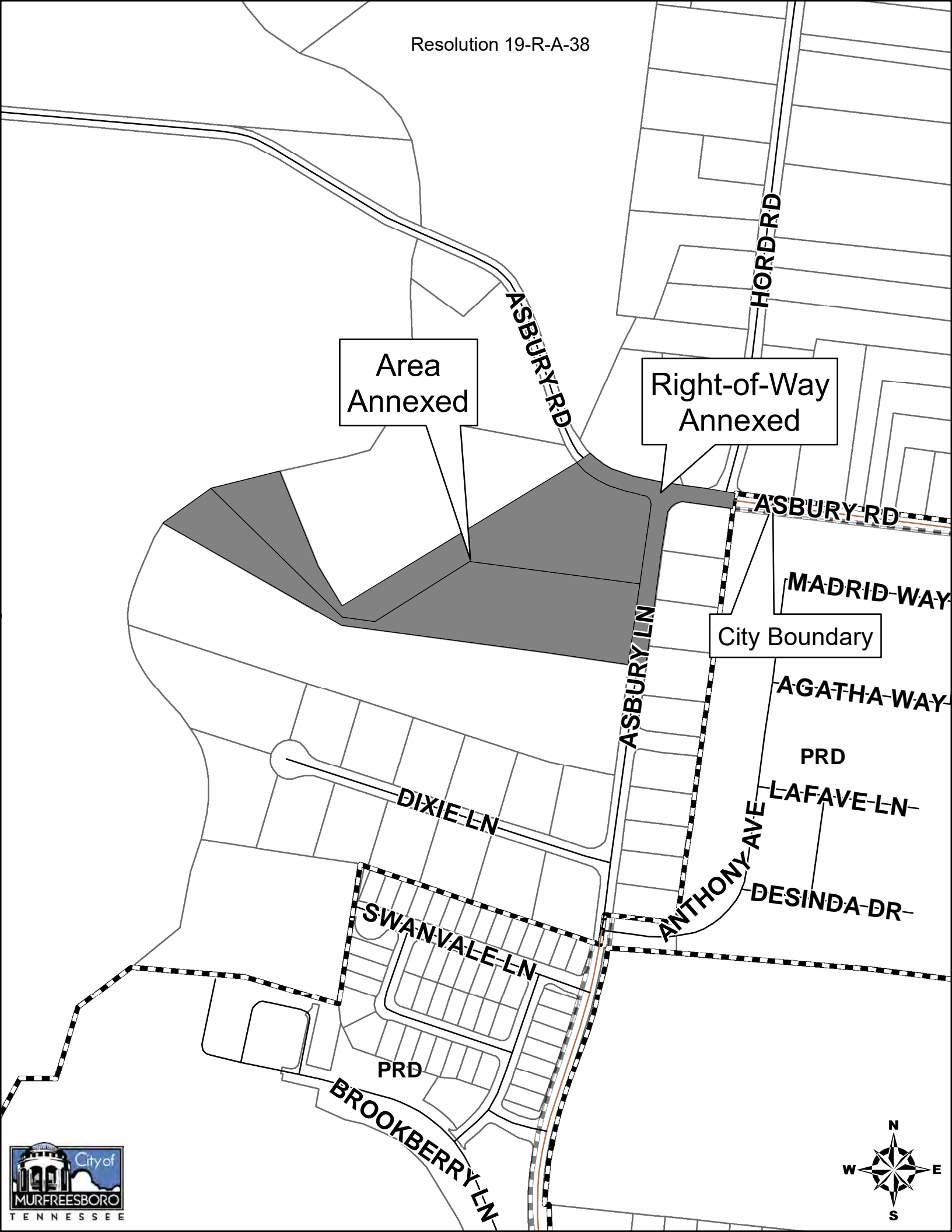
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL



Area  
Annexed

Right-of-Way  
Annexed

City Boundary

PRD

PRD



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 4, 2019**

**4.c. Zoning application [2019-427] for approximately 10.6 acres located along Asbury Lane and Asbury Road to be zoned PRD (Pretoria Falls PRD) simultaneous with annexation, Landmark Homes of TN applicant. (project planner- Margaret Ann Green).**

The subject property is located along the west side of Asbury Lane and south of Asbury Road, along Overall Creek and its floodway. The property consists of approximately 10.6 acres and includes Asbury Lane and Asbury Road right-of-way. The properties are identified on Tax Map 079 as parcels 017.00 and 019.00.

The subject property is located within the unincorporated area of Rutherford County and is zoned RM (Medium Density Residential). The surrounding properties are mostly developed, suburban residential properties. Further to the south, along Asbury Lane are two PRD (Planned Residential District) development located within the City limits- Spring Creek and Kingsbury. Spring Creek is a developing 90 unit townhomes and 48 lot single-family, detached residential development that has a density of 1.9 dwelling units/ acre. An application is currently pending before City Council to increase the number of townhomes to 101 dwelling units in Spring Creek. Kingsbury consists of 156 single-family, detached lots with a density of 4.35 dwelling units/acre.

**Pretoria Falls PRD:**

The Pretoria Falls PRD program book is included with the agenda materials. The PRD is proposed to consist of 60 single-family, detached homes on 10.6 acres, with a density of 5.7 dwelling units per acre. The housing is single-family, detached and will be owned via Horizontal Property Regime with limited common area just outside the houses and the remaining property as common area. Although the proposed development is “age-targeted” it is not age-restricted and is open to all household types.

During the workshop, Planning Commission asked the applicant to further develop spaces for active recreation areas and/or formal open space. The proposal for sidewalks and detention ponds falls short of the City’s expectations for recreation areas, particularly when considering the decrease in lot size and increases in density. Page 11 of the program book outlines the community features.

The plan proposes to utilize City Solid Waste services as there is not “opt-out” policy for single-family houses. The engineer confirmed that roadway design will meet minimum standards as required in the *Standard Street Specifications*. The development also accommodates the *2040 Major Transportation Plan* by proposing to dedicate rights-of-way for MTI #7. Also proposed are roadway improvements to Asbury Lane and Asbury Road to accommodate traffic resulting from this development.

**Exceptions:**

*First exception:* The proposed PRD includes an exception to the Zoning Ordinance requirement that each single-family dwelling accommodate 4 parking spaces outside of a garage. The plan proposes to restrict the use of the 2-car garages so that they cannot be utilized for storage and includes a driveway design that accommodates 2 vehicles. Staff has expressed concern to the development team that the 2 smaller sized garages are not large enough to accommodate two vehicle, solid waste cart, and utilities such as hot water heaters.

*Second exception:* the second exception requested is regarding the bulk standards set forth in the Zoning Ordinance. The request is to reduce the minimum required setbacks for the structures as follows:

- FRONT: 13-feet to front of house & 20-feet to face of garage
- SECONDARY FRONT FOR CORNER LOTS: 4-feet from sidewalks and 20-feet from Asbury Land and Asbury Road
- SIDES: 10-feet between structures
- REAR: 10- FEET

It also allows a density of 5.7 dwelling units per acre and a maximum lot coverage of 32 percent.

**Future Land Use Map**

The Murfreesboro 2035 Future Land Use Map indicates that Suburban Residential (SR) uses are the most appropriate future land use for the subject property. The proposed density exceeds the proposed density of 2.0-3.54 dwelling units/acre in the Suburban Residential Character (SR).

***Suburban Residential Character (SR)***

This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space.

As in the case of many neighborhoods in Murfreesboro that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space.





MAP 4.2

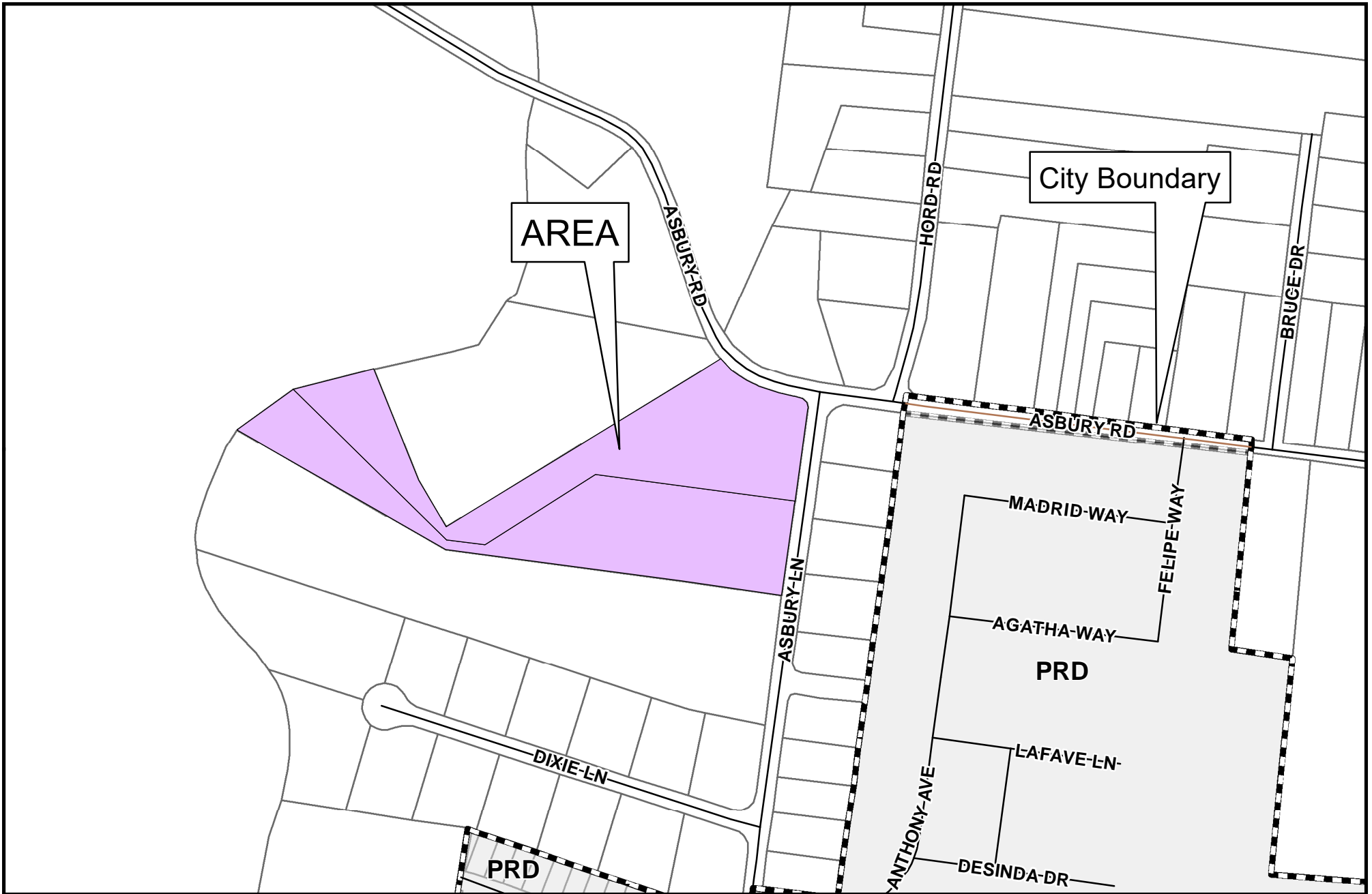
## Future Land Use Map

### LAND USES

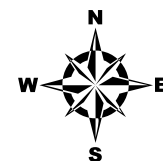
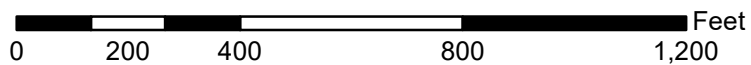
#### Proposed Land Uses

- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional

The Planning Commission should conduct a public hearing prior to formulating a recommendation to City Council.

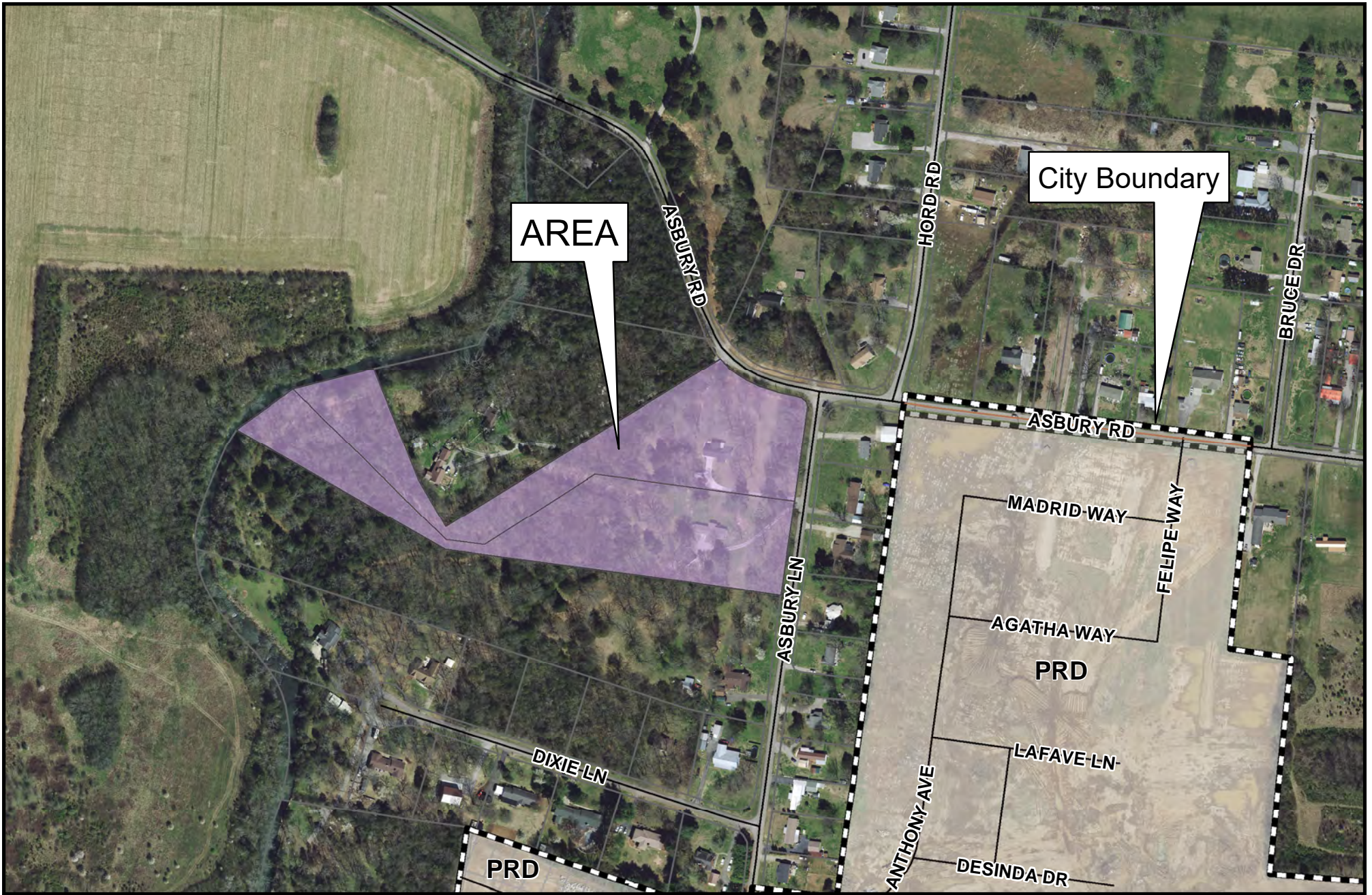


Zoning Request for Property Along Asbury Road and Asbury Lane  
PRD Simultaneous with Annexation (Pretoria Falls PRD)

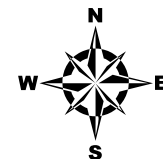
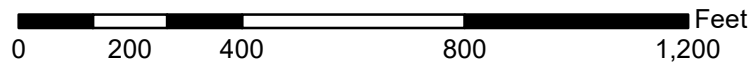


Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





Zoning Request for Property Along Asbury Road and Asbury Lane  
PRD Simultaneous with Annexation (Pretoria Falls PRD)



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





Creating a better quality of life

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

Received  
Planning Department

JUL 18 2019

111 West Vine Street  
Murfreesboro, TN 37130

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

**Procedure for applicant:**

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

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

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

**To be completed by applicant:**

**APPLICANT:** Civil Site Design Group, PLLC Attn: Kyle Griffin, P.E.

**Address:** 2305 Kline Avenue, Suite 300 **City/State/Zip:** Nashville, TN, 37211

**Phone:** 615-248-9999 **E-mail address:** KyleG@civil-site.com

**PROPERTY OWNER:** Landmark Homes of TN, Inc.

Street Address or

property description: South West Corner of the intersection of Asbury Rd & Asbury Ln

and/or Tax map #: 79 **Group:**  **Parcel (s):** 17 & 19

Existing zoning classification: RM

Proposed zoning classification: PUD **Acreage:** 10.6

Contact name & phone number for publication and notifications to the public (if different from the applicant): Kyle Griffin, P.E.

E-mail: KyleG@civil-site.com

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

**DATE:** 7/18/19

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

**Date received:**  **MPC YR.:**  **MPC #:** 2019-427

**Amount paid:** \$950.00 / 117708 **Receipt #:** 2019-509

Revised 7/20/2018



October 10, 2019

Mr. Matthew Blomeley  
City of Murfreesboro  
Acting Planning Director  
111 W. Vine St.  
Murfreesboro, TN 37130

**RE: Pretoria Falls  
Planned Residential Development and Annexation  
South West Corner of the Intersection of Asbury Rd & Asbury Ln  
Map 79, Parcel 17 & 19**

Dear Mr. Blomeley,

On behalf of our client, Landmark Homes, we are respectfully requesting Master Plan approval of the included Planned Residential Development (PRD). In conjunction with this submittal we are also requesting annexation. With this (PRD) we are requesting approval for 60 single family homes.

Please find enclosed the following items as required by the Preliminary Master Development Plan checklist:

1. Additional staff review comments with responses
2. Ten (10) paper copies of the revised PRD.
- 3. CD containing the PDF of the included plans

We respectfully request favorable recommendation at the October 24<sup>th</sup> City Council Meeting. If you need any additional information, please do not hesitate to call me. Thank you for your assistance with this project.

Respectfully Submitted  
**CSDG**

A handwritten signature in blue ink, appearing to read 'Kyle Griffin'.

Kyle Griffin, P.E.  
Project Manager

CSDG No. 19-063-01

**Pretoria Falls – Planned Residential Development:**

Submitted by CSDG on behalf of Landmark Homes of Tennessee. The property is located at the intersection of Asbury Road and Asbury Lane, Murfreesboro, Tennessee, zoned RM, and consists of +/- 10.6 acres. The applicant requests to annex this property into the City of Murfreesboro and revise the existing RM zoning to allow for a planned residential development with up to fifty (50) detached single-family residential units. Requested by Kyle Griffin.

**Planning Commission Conditions of Approval (09/04/2019):**

(contact: Margaret Ann Green [mgreen@murfreesborotn.gov](mailto:mgreen@murfreesborotn.gov) or (615) 893-6441)

1. The improvements to Asbury Lane and Asbury Road be done prior to the issuance of a Certificate of Occupancy for the first dwelling.
  - Left turn lane improvement to Asbury Lane will be completed prior to issuance of a Certificate of Occupancy for the first dwelling. Note has been added on sheet 9.
2. Ensure the road is elevated out of the floodway so that access is not restricted in a 100-year flood event.
  - Agreed: This note has been added to sheet 9. **ALL ROADWAYS, PARKING, HOMES, & VERTICAL AMENITY STRUCTURES WILL BE ELEVATED OUTSIDE OF THE OVERALL CREEK 100-YR FLOODPLAIN.**
3. Increase the garages sizes per staff comments.
  - We have removed the 19x19 garage product from the pattern book. We agree to work with staff to provide the minimum required garage sizes.
4. Add parking spaces near the dog park.
  - Guest parking spaces have been added and centrally located on the site to accommodate both the playground and dog park. Refer to sheets 8 and 9 for location of guest parking spaces.
5. Raise the dog park out of the floodway.
  - The dog park has been moved interior to the site to no longer be located within the floodplain. Also, this note has been added to sheet 9. **ALL ROADWAYS, PARKING, HOMES, & VERTICAL AMENITY STRUCTURES WILL BE ELEVATED OUTSIDE OF THE OVERALL CREEK 100-YR FLOODPLAIN.**





*DEVELOPMENT PLAN SYNOPSIS*

This proposed development is located at the intersection of Asbury Road and Asbury Lane, Murfreesboro, Tennessee. The property is currently zoned RM and consists of 10.6 acres. The purpose of this development is to annex the property into the City of Murfreesboro and revise the existing RM zoning to permit a Planned Residential Development with up to fifty-five (55) detached single-family residential units. The developer intends for this development to be a horizontal property regime with for sale units.

**PRETORIA FALLS**  
PLANNED RESIDENTIAL DEVELOPMENT

MURFREESBORO, TENNESSEE  
PLANNING COMMISSION PUBLIC HEARING APPROVED DATE: SEPTEMBER 4, 2019  
CITY COUNCIL PUBLIC HEARING DATE: OCTOBER 24, 2019



# TABLE OF CONTENTS

01

NEIGHBORHOOD + SITE CONTEXT

02

ROADWAY MAPS

03

2035 COMPREHENSIVE PLAN

04

ZONING MAP

05

UTILITY MAP

06

EXISTING CONDITIONS

07

SITE ANALYSIS

08

ILLUSTRATIVE MASTER PLAN

09

SITE PLAN

10

CONCEPTUAL SITE ENGINEERING PLAN

11

COMMUNITY CHARACTER

12

ARCHITECTURAL IMAGERY

13

EXAMPLE FLOOR PLANS

14

CHECKLIST SUMMARY

## DEVELOPER



**LANDMARK HOMES OF TN, INC.**  
6064 Central Pike  
Mt. Juliet, TN 37122  
(615) 773-0700  
Contact: Gary Wisniewski

## CIVIL ENGINEER



**CSDG**  
2305 Kline Avenue, Suite 300  
Nashville, TN 37211  
(615) 248-9999  
Contact: Kyle Griffin, P.E.

## PLANNER + LANDSCAPE ARCHITECT



**CSDG**  
2305 Kline Avenue, Suite 300  
Nashville, TN 37211  
(615) 248-9999  
Contact: Brian J. Dunn, PLA

## OWNER

**PRETORIA RENTALS TRUST**  
2974 Spanntown Road  
Arrington, TN 37014  
Mt. Juliet, TN 37122

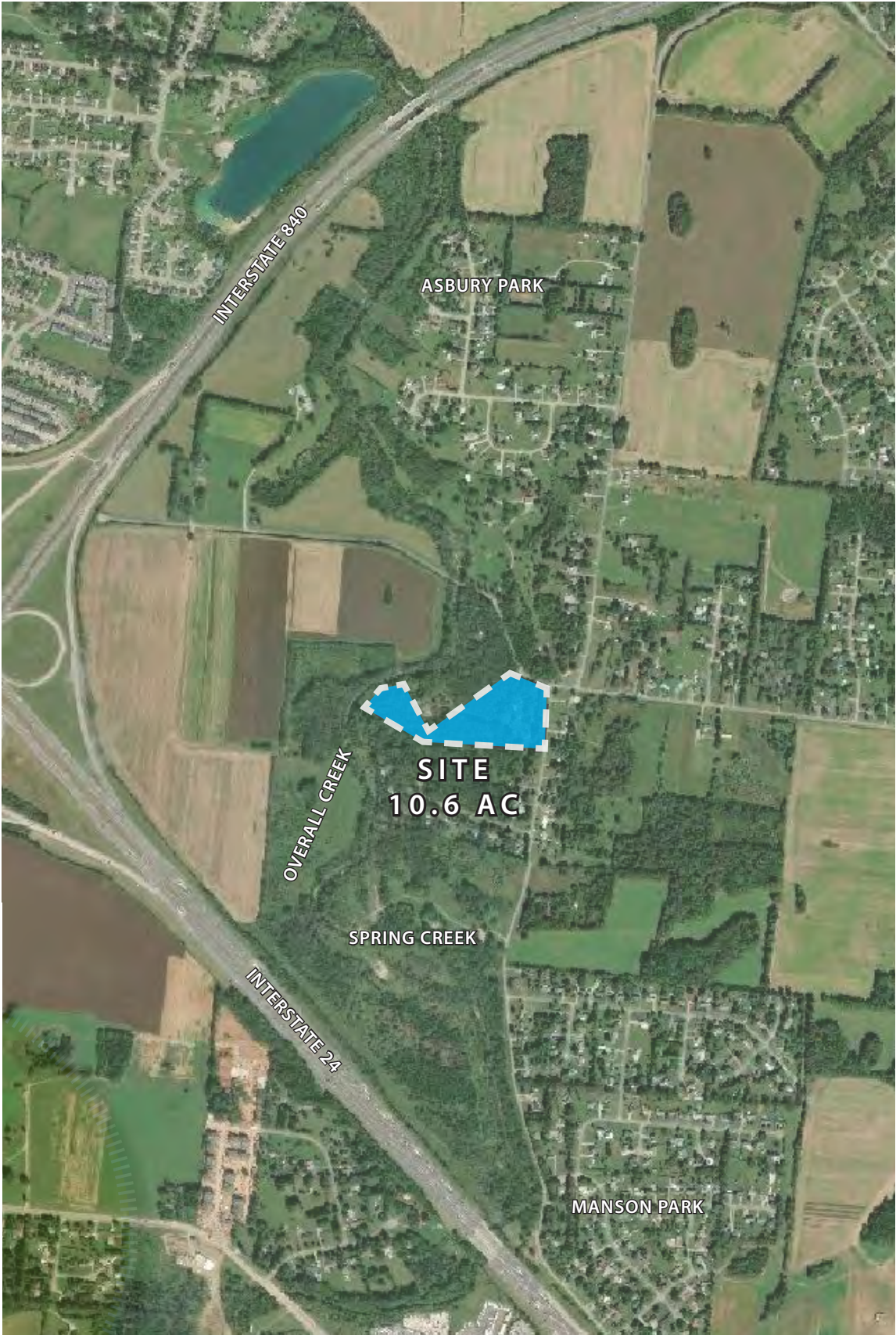
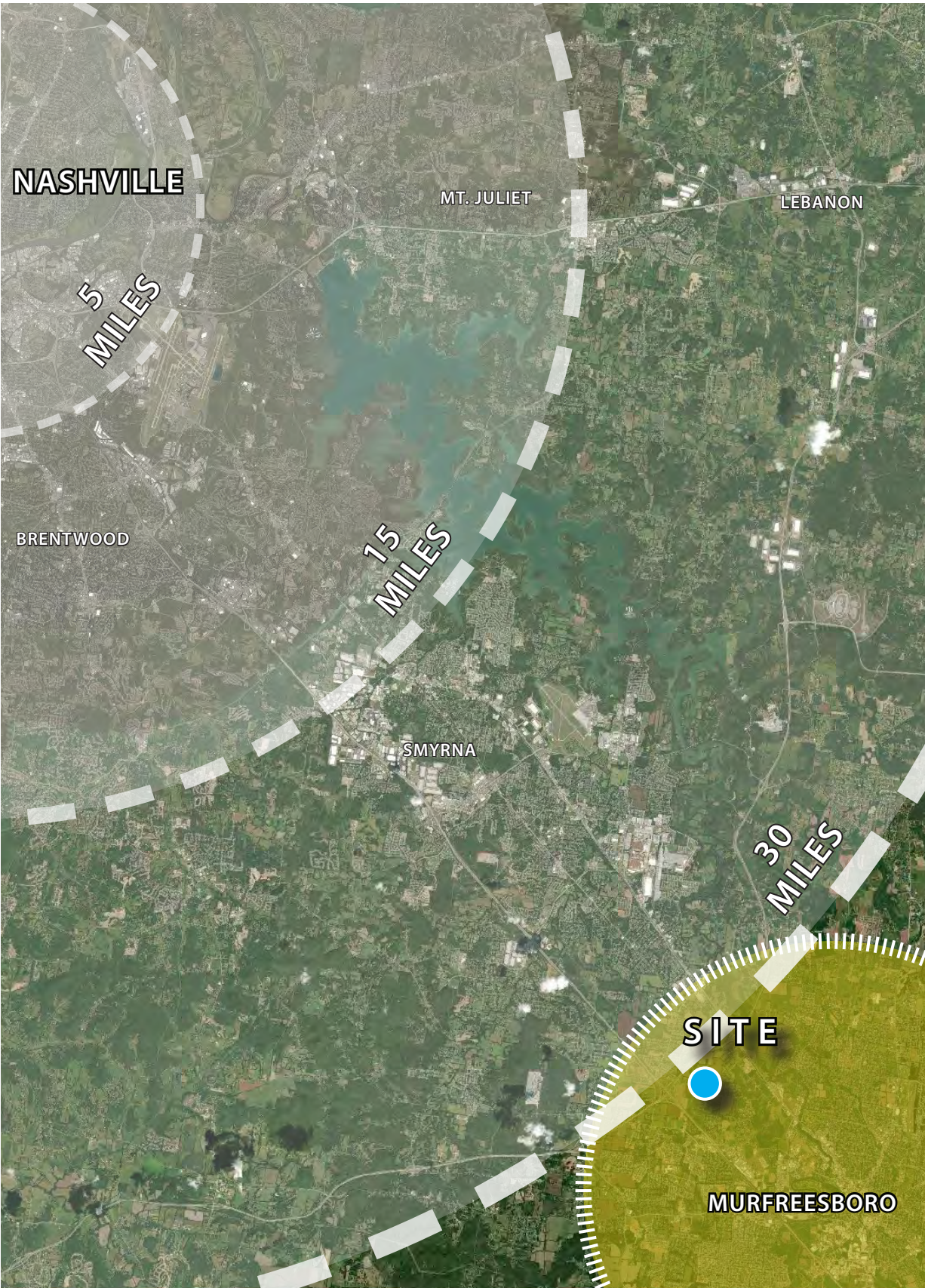


NEIGHBORHOOD  
CONTEXT

Located approximately thirty-three miles southeast of downtown Nashville, Murfreesboro is a vibrant hub that has been named “the most livable town in Tennessee.” Murfreesboro grew up as an agricultural community, and is embracing both its heritage as well as a vision for the future by providing ample amenities and resources to its residents. From historic tours and festivals to recreational sports and the arts, Mufreesboro has become an attractive area for families to call home.

SITE CONTEXT

Currently sited within Rutherford County, the Pretoria Falls property is located at the intersection of Asbury Lane and Asbury Road, approximately five miles northwest of downtown Murfreesboro. The site encompasses 10.6 acres and is currently under the jurisdiction of Rutherford County with a zoning entitlement of RM (Medium Density Residential). Although largely undeveloped, the site contains two single-family homes and the terrain of the land is typical of Middle Tennessee with gentle slopes and dense tree canopy. Picturesque views to Overall Creek are present along the western property line.





EXISTING ROADWAYS

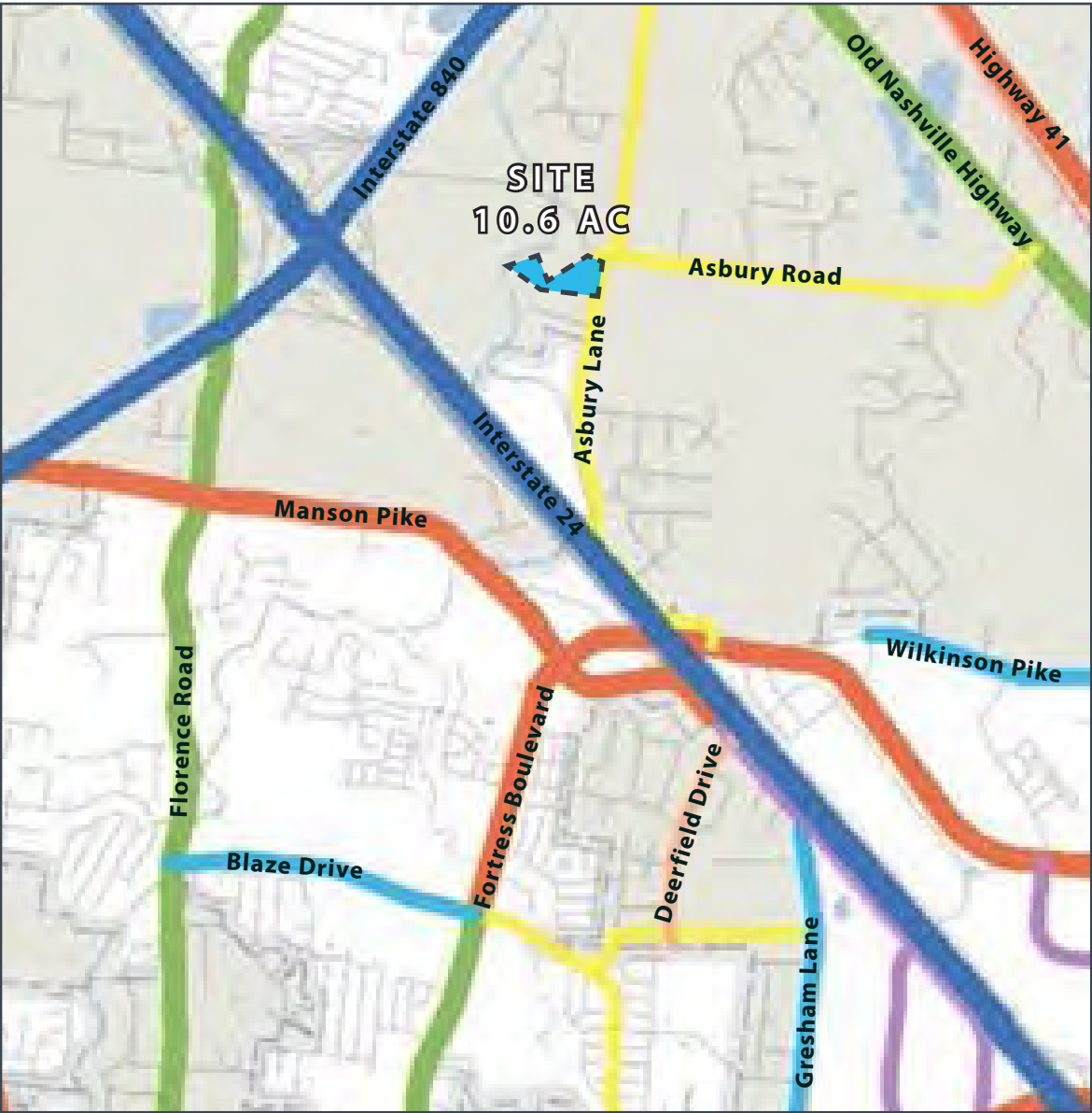
Existing roadways abutting Pretoria Falls are Asbury Road and Asbury Lane. Per the City of Murfreesboro's Functional Class Map, both roadways are classified as residential collectors. Both Asbury Road and Asbury Lane currently have a 50' wide right-of-way along the Pretoria Falls site boundary.

The City of Murfreesboro's Major Thoroughfare Plan designates Pretoria Falls to be within the Murfreesboro Urban Growth Boundary and requires additional right-of-way to be dedicated for future road widening of Asbury Lane and future roadway realignment of Asbury Road. This development will provide right-of-way dedication as needed for future road widening to accommodate the future realignment of Asbury Road.

2040 MURFREESBORO  
RECOMMENDED ROAD  
IMPROVEMENTS

As a long-range plan, the 2040 Major Transportation Plan identifies conceptual locations and types of roadway facilities that are needed to meet the projected long-term growth within the city limits of Murfreesboro. Numerous improvements throughout Murfreesboro and Rutherford County will consist of connectivity and accessibility changes that are proposed to be implemented over the next several years.

One such improvement is the proposed extension of Asbury Road to the west, which would create a connection between Asbury Road and Manson Pike. This future connection will require river and interstate crossings and impact several parcels, specifically that of the Pretoria Falls development. Therefore, a proposed Asbury Road extension would need to be accounted for as part of the Pretoria Falls master plan.



FUNCTIONAL CLASS MAP



2040 MAJOR TRANSPORTATION PLAN

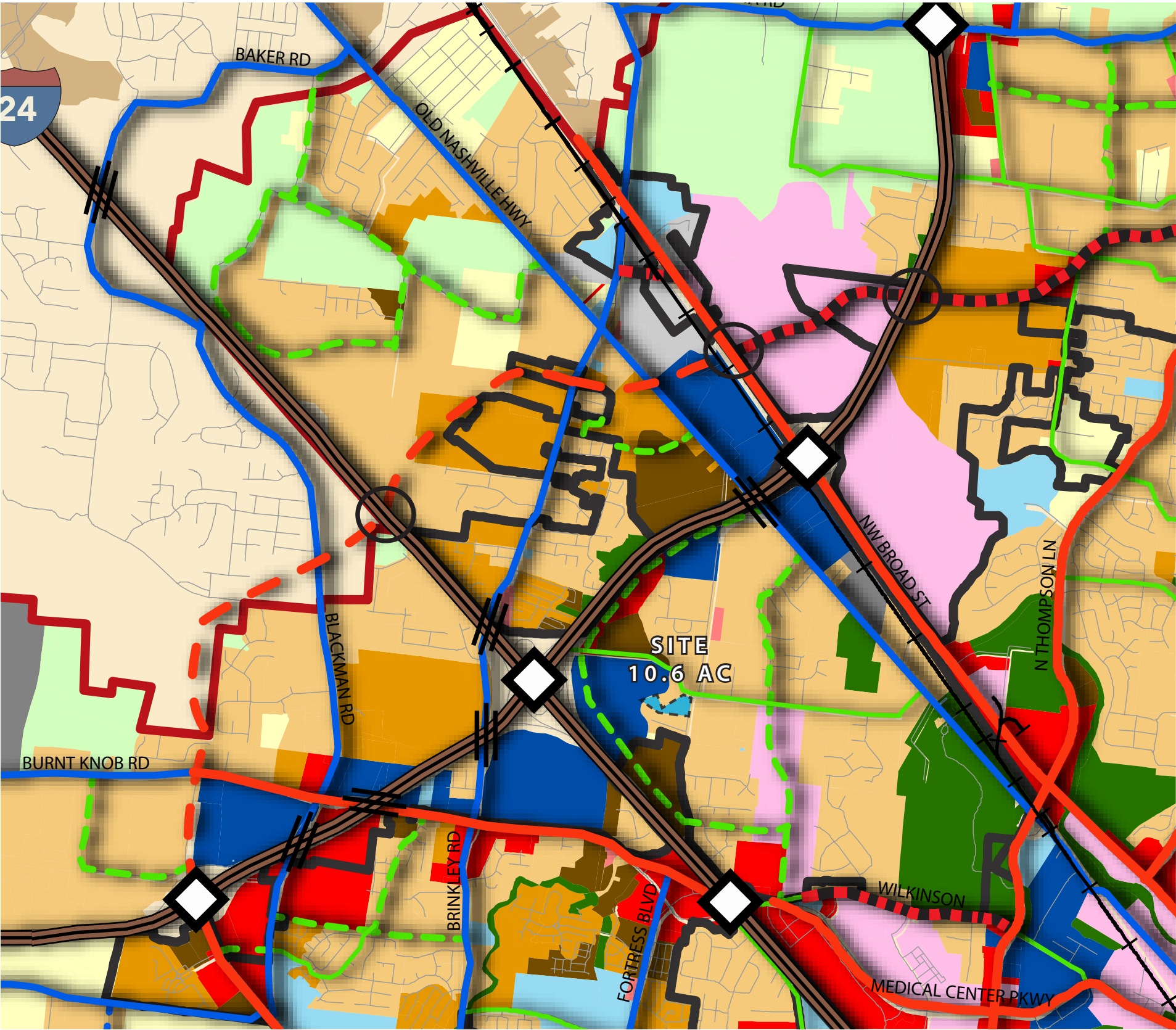
MURFREESBORO 2035  
COMPREHENSIVE LAND  
USE PLAN

The Murfreesboro 2035 comprehensive plan is a long-range plan that sets the framework for the physical development of the City and contains the community's vision for growth and future development. The Murfreesboro 2035 plan assists City leaders and Developers with planning for a prosperous, healthy, and equitable Murfreesboro. Each new development must be studied to ensure it meets the overall intent of this comprehensive plan.

This proposed development is located within the Suburban Residential land use designation as indicated on the Murfreesboro 2035 comprehensive plan. In addition to land use designations that border the property, which include Suburban Residential to the north, east, and south, and Business Park to the west, adjacent land use designations include Multi Family Residential, and Urban Commercial / Mixed-Use.

The Suburban Residential land use designation is based on a shift to a different, non-urban, spatial relationship between homes and the natural environment. In contrast to creating architectural spaces that give the feel of urban living, the character of this land use policy is to promote the natural character of the site.

This development will serve as a cohesive transition between the Business Park and Suburban Residential land use designations. In addition to promoting moderate density to support future commerce within the adjacent Business Park, this proposed development will contain a sense of suburban living while integrating natural features and common open spaces to encourage residents to connect with the both the natural and social environment as they interact with fellow neighbors outside of their homes. Single-family, detached homes will be situated near common open space elements including pocket parks, walking trails, dog park, and passive areas. Existing vegetation will be preserved wherever possible to retain a sense of harmony with the existing environment.



MAP 4.2

### Future Land Use Map

**LAND USES**

Proposed Land Uses

- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional

**ROADWAY CLASSIFICATION**

Proposed	Existing	Classification
		Expressway
		Major Arterial
		Funded Improvements
		Minor Arterial
		Collector
		Street

**LEGEND**

- Urban Growth Boundary
- City of Murfreesboro
- Town of Smyrna
- Rutherford County
- Railroad
- Transit-Oriented Development Area
- Proposed Interchange
- Existing Grade Separated
- Existing Bridge Overpass

**MAP SCALE : 1" = 2 Miles**

0 0.5 1 2 Miles

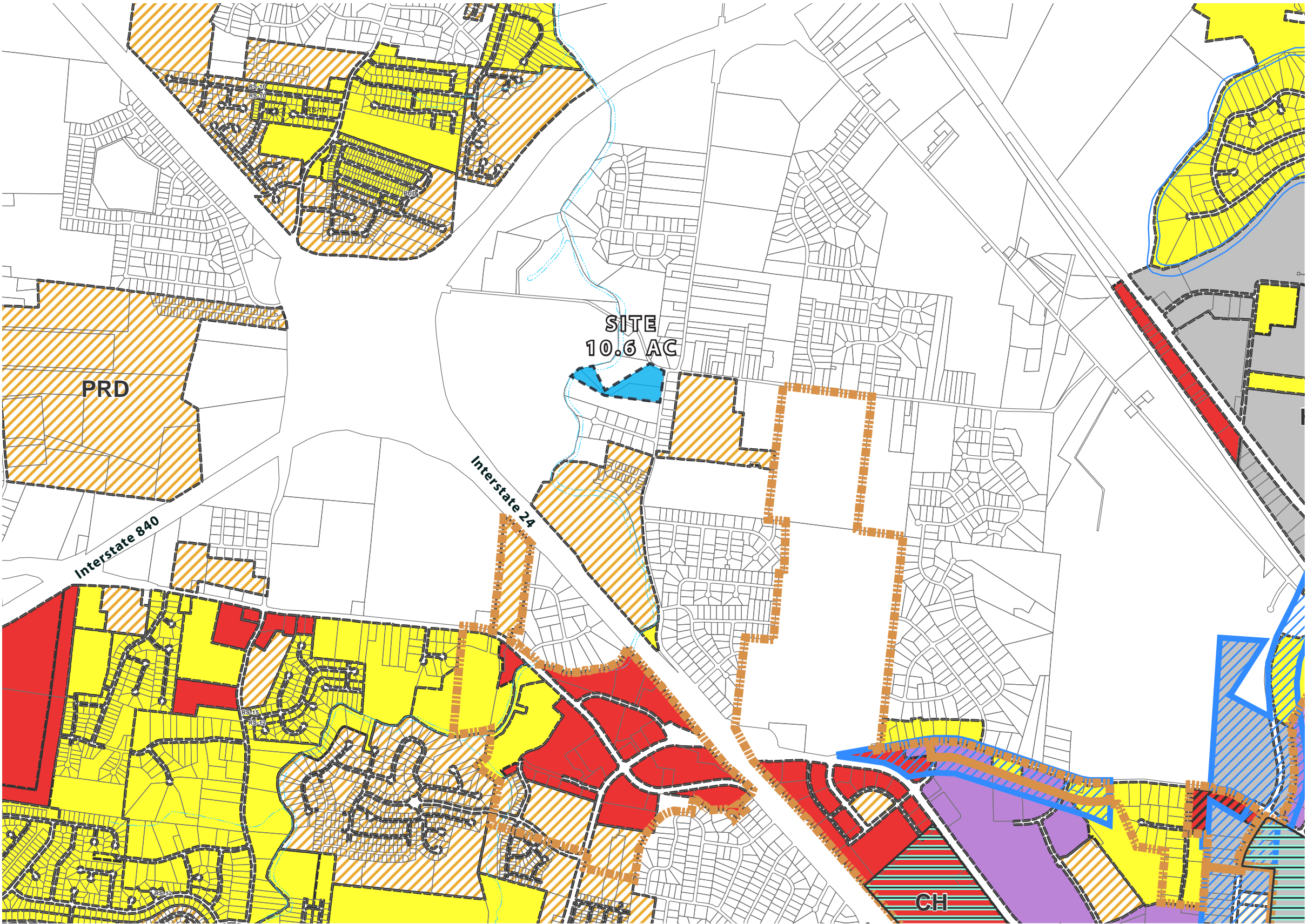
**DRAFT 07.25.16**

Client: City of Murfreesboro  
Consultants: Kerdig Keast Collaborative, Neel-Schaffer, Inc., Smith Seckman Rest, Inc.  
Primary Data Sources: City of Murfreesboro, Rutherford County, Tennessee Landforms, Inc., ESRI, FEMA, FWS, NRCS, USGS, NRCS.  
Disclaimer: This map is provided for reference purposes only and is not suitable for legal, engineering or surveying purposes. The City makes no warranty concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of the information. For confirmation or additional information, please contact the Murfreesboro Planning Department at (615) 893-0441 or ask for assistance from the Planning Staff.



MURFREESBORO  
ZONING MAP

Located southeast of the Interstate 65 and Interstate 840 interchange, Pretoria Falls is currently under the jurisdiction of Rutherford county, and holds a zoning entitlement of RM (Medium-Density Residential). Surrounding planned residential development sites show a mix of single-family and multi-family residential developments. In addition to many new developments near Pretoria Falls, there are numerous established single-family neighborhoods. This mix of single-family and multi-family residential neighborhoods suggests that specialized residential developments are a key component in expanding the existing character of this area.





EXISTING UTILITIES

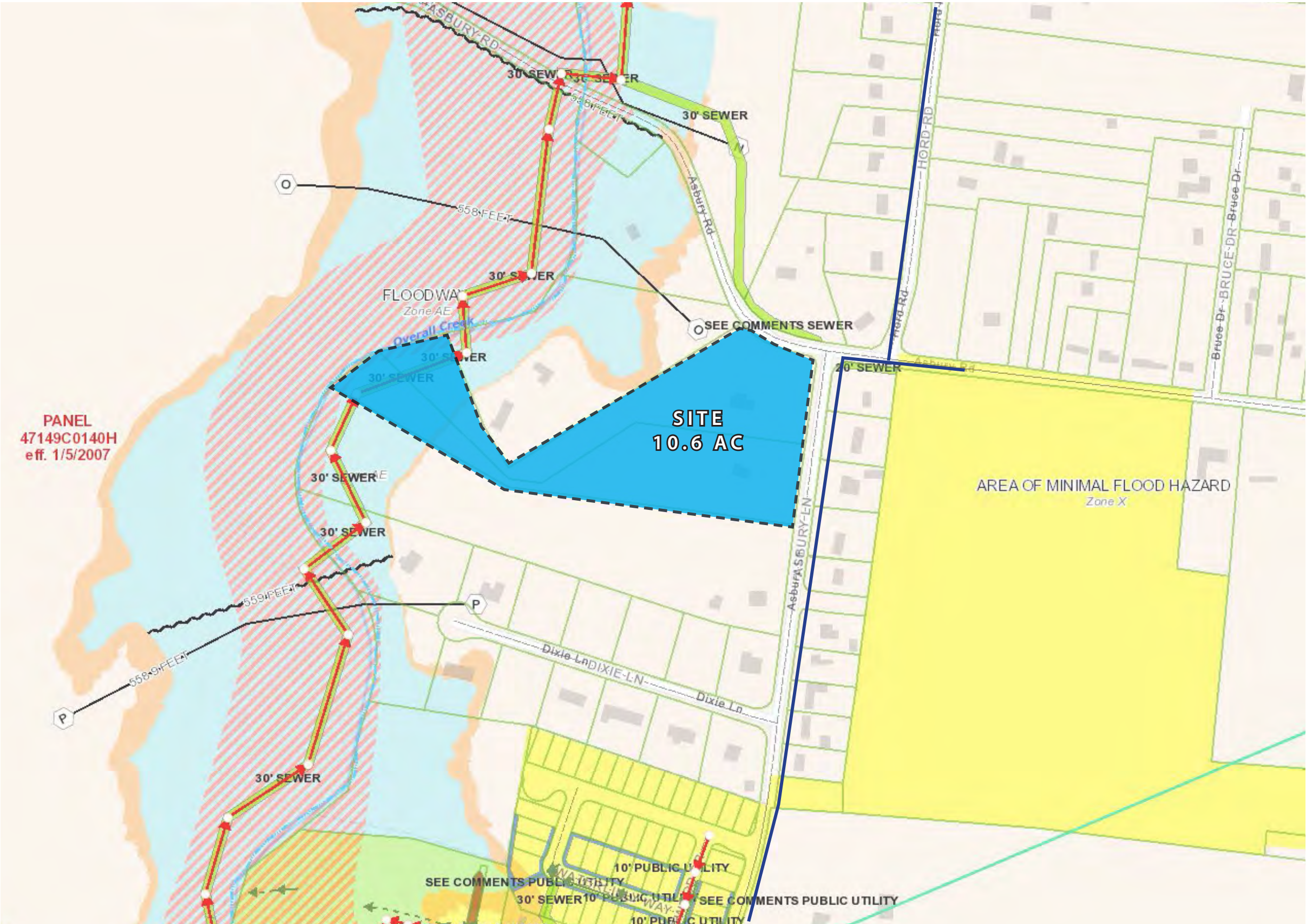
Water: An existing 4" water main is located along Asbury Lane. In addition to tying into this line, a connection will be made to the 8" water main on Hord Road to establish adequate flows. Water will be provided by Consolidated Utility District of Rutherford County. See C.U.D. will-serve letter for connectivity details.

Sanitary Sewer: This development will tie into the existing gravity sanitary line that runs along Overall Creek. Sanitary sewer to be provided by Murfreesboro Water and Sewer Department.

Electricity: An existing overhead electrical line runs along Asbury Lane. Electrical for the site will tie into this line and will be provided by Middle Tennessee Electric Membership Corporation (MTEMC).

Natural Gas: An existing 4" gas main runs along Asbury Lane. Gas for the site will be tied into this main and will be provided by Atmos Energy.

All utilities within the Pretoria Falls development will be underground.





EXISTING CONDITIONS

Pretoria Falls is currently zoned RM (Medium Density Residential), and falls under the jurisdiction of Rutherford County. The site encompasses 10.6 acres and is comprised of farm structures, gravel driveways, and two single-family homes. The terrain of the land is typical of Middle Tennessee with gentle slopes, dense tree canopy, rock outcroppings, and open meadows. The property slopes west towards Overall Creek, which is located near the western boundary line. A 100-year floodplain associated with Overall Creek encroaches onto the western portion of the property while the creek's floodway is located outside of Pretoria Falls' property boundary. This property falls into FIRM panel 47149C0140H, effective date January 5, 2007.

SITE DATA

- Tax Parcels:** Map 79, Parcels 17.0 & 19.0
- Location:** Asbury Road & Asbury Lane Murfreesboro, TN 37129
- Acreage:** 10.6 acres
- Zoning:**

Existing: RM Medium Density Residential (Rutherford County)

Proposed: PRD (Murfreesboro)
- District:** 19
- County Commissioner:** Steve Ervin
- School Zones:** Browns Chapel Elementary School  
Blackman Middle School  
Blackman High School

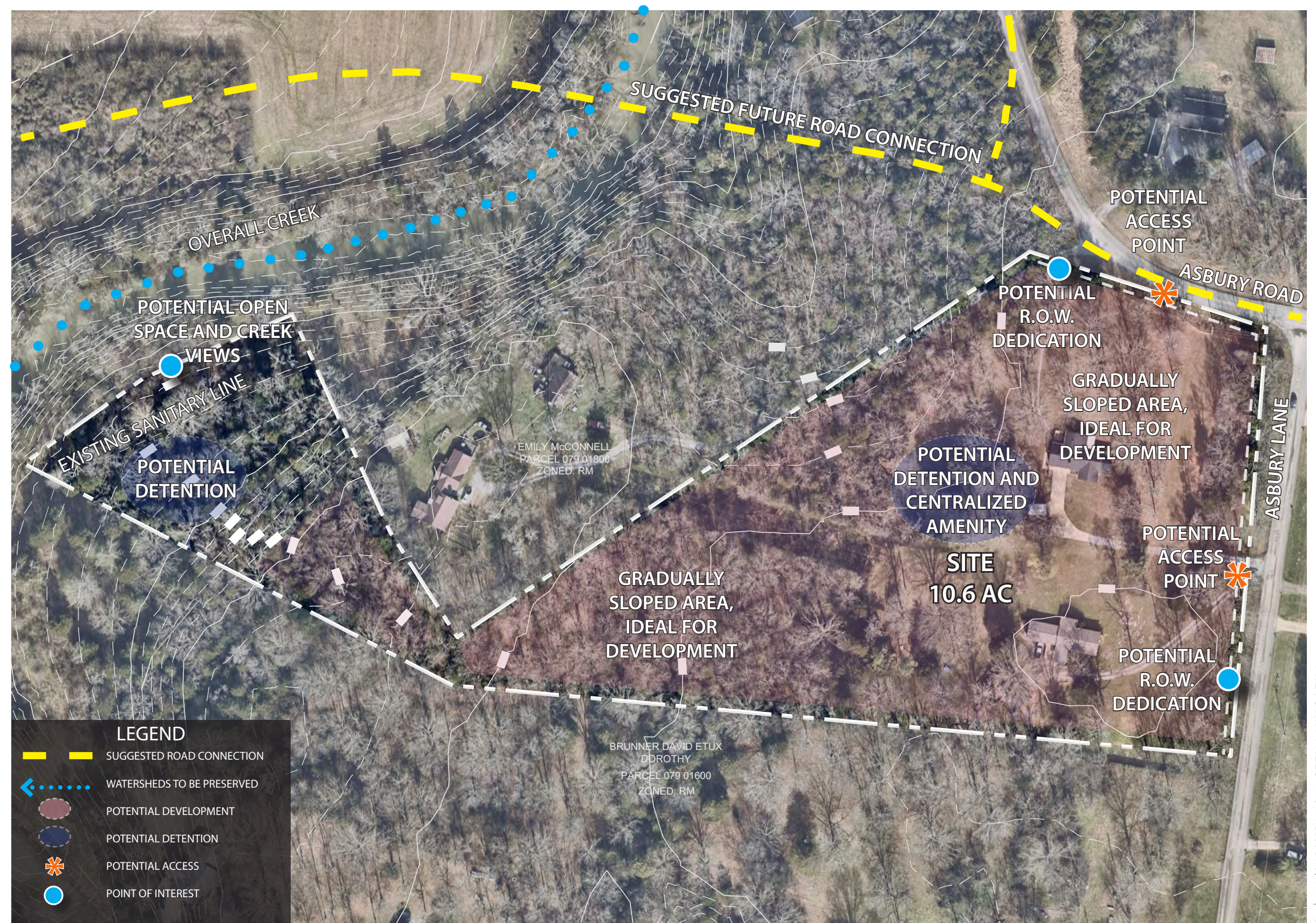




Pretoria Falls is a traditional-minded subdivision with special design considerations being made to the existing conditions and natural features of the land. Benefits from traditional-minded subdivision design include interconnectivity of livable areas and open spaces throughout the site, reduced stormwater run-off and increased aquifer recharge with the use of ponds to promote water infiltration, and minimization of site earthworks by encouraging better utilization of buildable land. Areas of special interest have been noted, which include viewsheds to the existing creek, development areas, and areas reserved for detention. Additional areas have been noted for potential site access and right-of-way dedication.

The eastern portion of the site is best primed for development given its mild terrain. To enhance the main development area, a centralized pond amenity area can be created as both a formal and function design element. Development on the western portion of the property can capitalize on the views to Overall Creek. Connection to this natural amenity would be a unique feature for future residents. Future development shall maintain a 35' zone 1 stream buffer and 15' zone 2 stream buffer as determined by the final survey.

Asbury Road frames the property on the north side and Asbury Lane frames the property on the east side. These roadways make the site extremely accessible by allowing future residents the opportunity for accessibility from multiple directions. The connectivity can be further improved with a suggestion to expand Asbury Road to the east, which would be similar to the recommendations shown in the 2040 Major Transportation Plan. Our roadway extension suggestion is shown with a yellow dash and highlights the crossing of Overall Creek, and will likely reduce the number of separate properties that would need to be crossed.





MASTER PLAN

Pretoria Falls will be a horizontal property regime with the Homeowner’s Association responsible for all site maintenance. The main entry is from Asbury Lane and the secondary entry is from Asbury Road. Vehicular circulation within Pretoria Falls shall be accommodated with private streets, which will be maintained by the Homeowner’s Association. Private street sections shall be 24’ wide with 12’ wide drive lanes. Both sides of the private street shall contain a 5’ sidewalk, which will also be maintained by the Homeowner’s Association.

Pretoria Pond is centrally located within the neighborhood as a gathering place for residents, and is linked to the neighborhood with an interconnected pathway. Open spaces and parks dispersed throughout the community allow opportunities for gatherings and passive recreation. Varying home sizes will attract a variety of new residents, promoting diversity within the neighborhood. Existing trees will be preserved where possible, and supplemental plantings will be installed along the property boundary as needed for buffering purposes. Views to surrounding natural areas shall be preserved where possible.

Each garage will be available for the parking of two (2) vehicles at all times. Parking of boats, RV’s, and household storage will be restricted by the Covenants and enforced by the Homeowner’s Association.

**Variance to Standard Zoning Requirements:** Allowance for garage spaces to count toward minimum parking requirements.

DESIGN PRINCIPLES

This design is driven by the integration of a combination of quality housing development, amenities, and strategic locations of open space as appropriate transition areas. This will ensure that this development will provide a positive impact on both the community and the residents who will call Pretoria Falls home.



**SITE DATA**

**Single Family Homes: 55 (3-bedroom)**

65’ deep x 40’ wide (35)  
55’ deep x 40’ wide (14)  
45’ deep x 40’ wide (6)

**Zoning:**

Existing: RM  
Proposed: PRD

**Density: 5.2 units/acre**  
**F.A.R. = 0.27   L.S.R. = 3.2   O.S.R. = 2.0**  
**Open Space: 5.8 acres**

**Parking Calculations**

Required: (55) Single Family Units x 4 spaces/unit = 220 Spaces  
Proposed: (55) Single Family Units (2 garage & 2 driveway) + 8 guest spaces = 228 Spaces

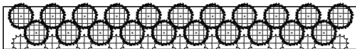


Pretoria Falls will be constructed in two phases. The first phase includes 29 homes and connects to Asbury Lane. The second phase includes 26 homes and connects to Asbury Road.

DEVELOPMENT  
STANDARDS

12' PLANT YARD

TYPE C



BROAD GROWING EVERGREEN

SHADE TREE

ORNAMENTAL TREE

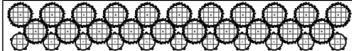
LARGE GROWING EVERGREEN SHRUB

MEDIUM GROWING EVERGREEN SHRUB

15' PLANT YARD

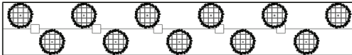
TYPE D

TYPE D - OPTION 1





TYPE D - OPTION 2

- WITH MIN. 6' MASONRY WALL or FENCE
- FENCE/WALL LOCATION MAY VARY BY SITE



TYPE D - OPTION 3

- WITH 3' TALL BERM
- 3' PLANTING SHEL
- WITH TYPE A OPT. 2 LANDSCAPE



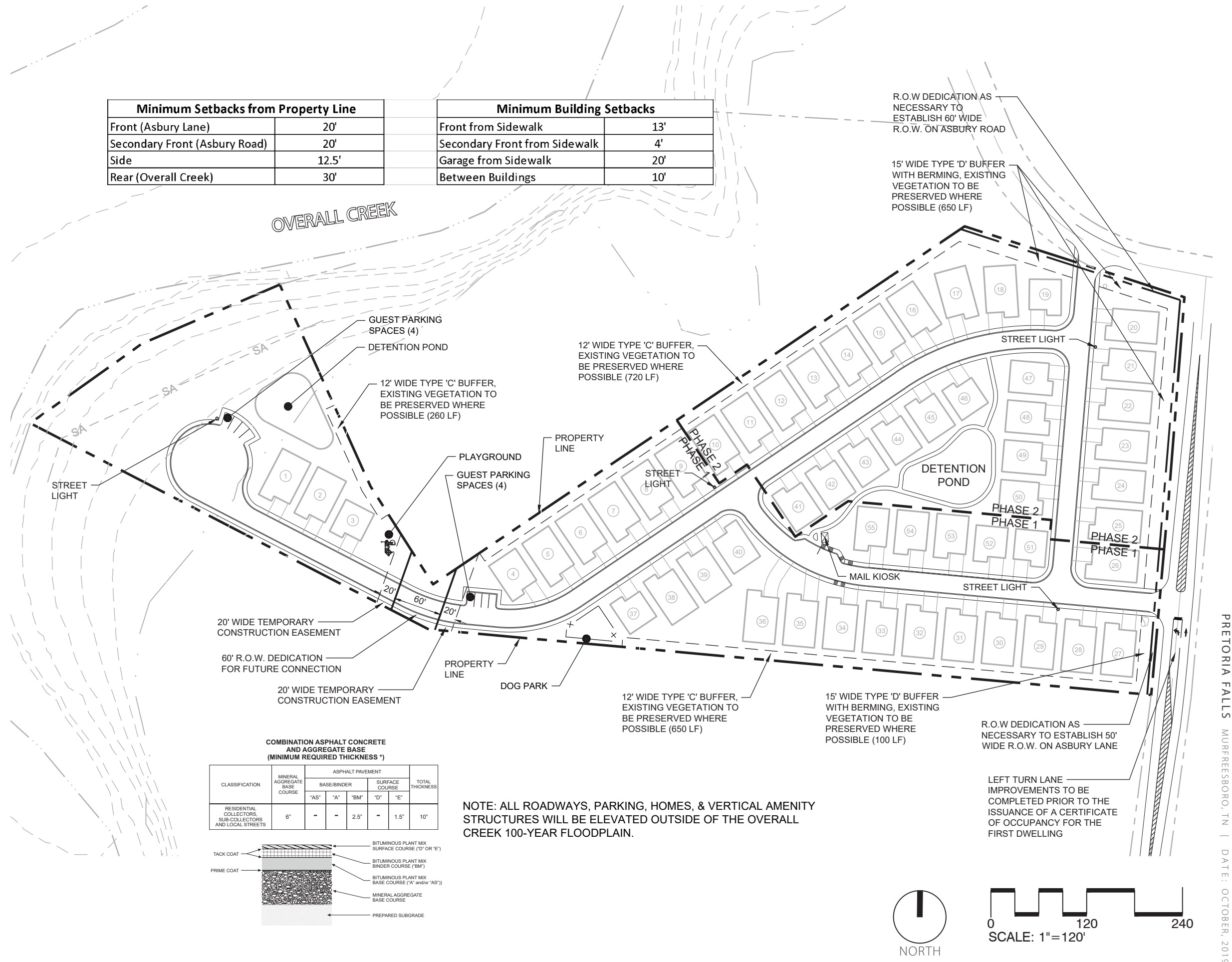
15'

3'

2'

N.T.S.

Minimum Setbacks from Property Line		Minimum Building Setbacks	
Front (Asbury Lane)	20'	Front from Sidewalk	13'
Secondary Front (Asbury Road)	20'	Secondary Front from Sidewalk	4'
Side	12.5'	Garage from Sidewalk	20'
Rear (Overall Creek)	30'	Between Buildings	10'



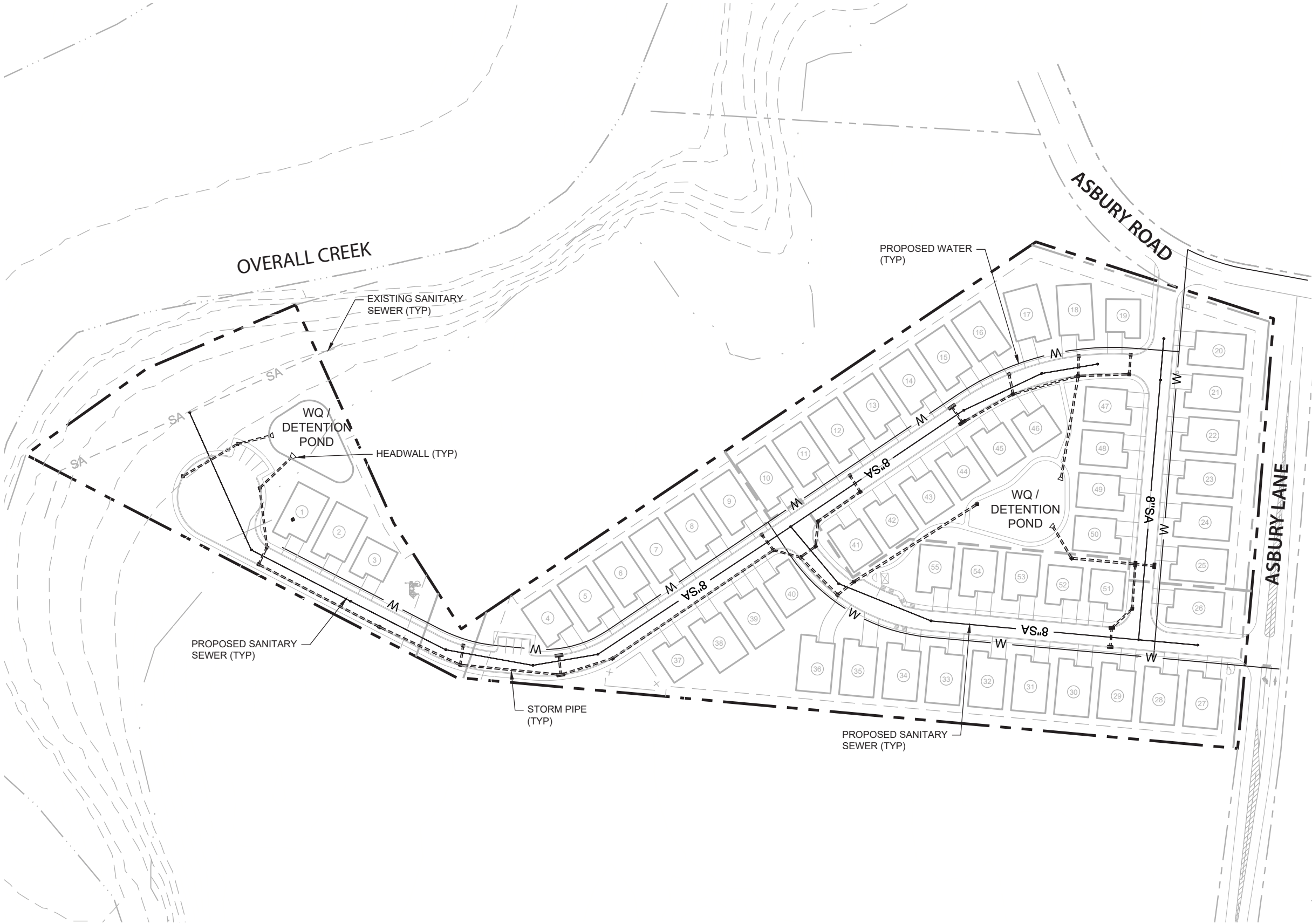
CONCEPTUAL SITE  
ENGINEERING PLAN

All utilities are proposed to be located underground.

In order to meet both domestic and fire demands, connections must be made to the existing 4" waterline along Asbury Lane and the existing 8" waterline along Hord Road to the East.

Gravity sewer shall tie into the existing line that extends across the western portion of the site.

Pretoria Falls will utilize a stormwater pipe system and water quality/detention ponds to ensure proper management of rainwater on site. Pretoria Pond shall be designed as a detention pond and will receive sheetflow from the eastern portion of the site. A secondary detention pond located on the west side of the site shall treat and detain the remaining water flow and discharge it into Overall Creek in a controlled manner.





COMMUNITY FEATURES

The character of Pretoria Falls directly affects future residents. Native vegetation near Overall Creek shall be protected, preventing unnecessary erosion as well as allowing residents to connect with the natural environment. Within the site, pocket parks provide opportunities for residents to gather and relax. A picnic area allows residents to take advantage of the surrounding natural areas. A walking trail around Pretoria Pond allows for candid interaction between neighbors, and a dog park provides an amenity for dog owners as well as more opportunities for social gatherings.

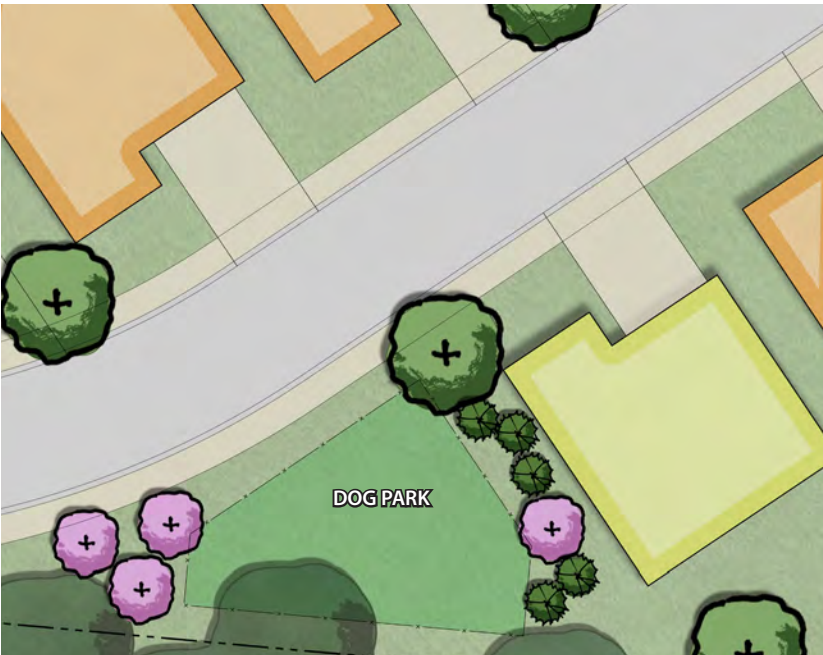
Circulation and walkability throughout the property area encourage resident activity and interaction. Open space areas are located throughout Pretoria Falls to provide a variety of active and leisure activities. These include:

- Fountains at Pretoria Pond
- Dog Park
- Picnic and Rest Areas
- Interconnected Trail System
- Adjoining Sidwalks
- Playground

The total preserved open space area is 5.8 acres (54% of site). Formal open space (dog park, picnic area, sitting areas, and walking path) totals 0.8 acres.

ENTRY MONUMENT

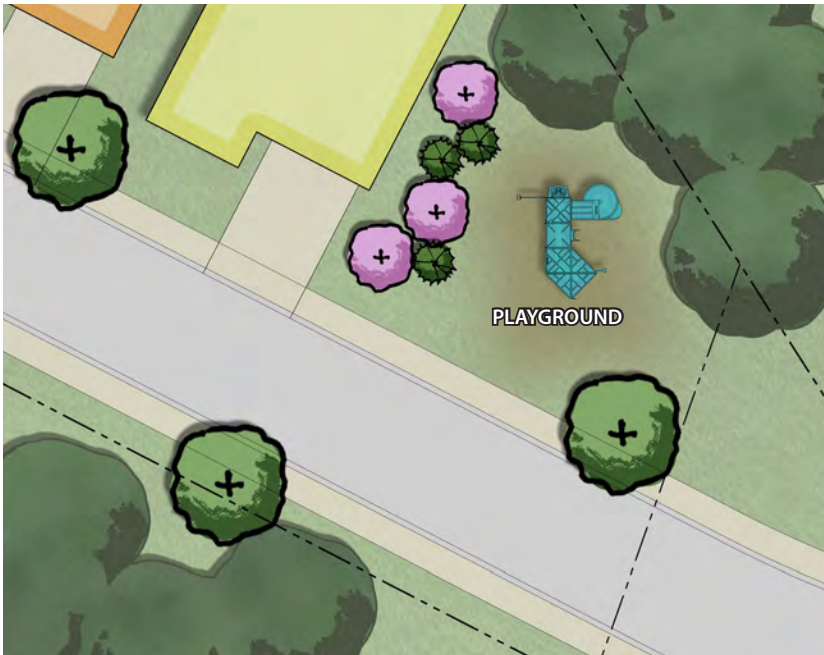
The front entry monument signage will be constructed with stacked limestone boulders dug on site. The actual worded sign will be constructed of stacked cultured stone with HDU (high density urethane) inlaid in the cultured stone. The rear backdrop along with the front of the pond will be landscaped according the the Murfreesboro Landscape code. Hydro pumps and filters will provide a gentle waterfall over the limestone, creating a calming water feature. The entire feature will be illuminated by low voltage LED lighting in accordance with the Murfreesboro sign code.



DOG PARK



TYPICAL SITTING AREA



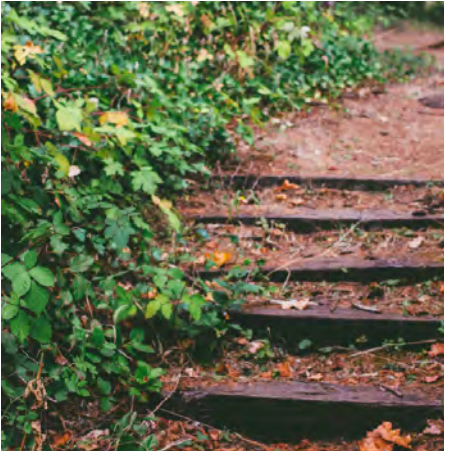
PLAYGROUND AREA



COMMUNITY GATHERING



CONNECTION WITH NATURE





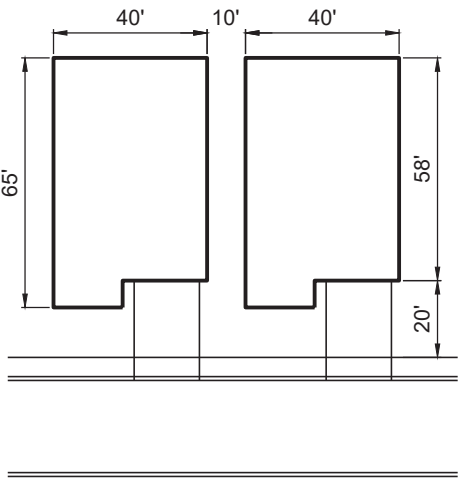
ARCHITECTURAL  
CHARACTER

Pretoria Falls will consist of all single-family detached homes ranging in size from 1,900-2,800 square feet. Exterior finishes will be a mix of brick, stone, and fiber cement siding (Hardie board) on all elevations. Roofs shall be 30-year dimensional asphalt shingles. Porches and patios will be concrete, and no decks will be allowed on the property. Garage doors shall be carriage style. Homes shall be 1, 1-1/2, or 2 stories, and shall not exceed 35' in height. A minimum of 10' of separation between homes shall ensure space for utilities. The property shall be HOA managed with all lawn and landscape maintenance included in fees. Units shall be approximately priced between \$350,000 and \$450,000.

Driveways shall be a minimum of 20' in depth to accommodate two vehicles. A minimum 10' of separation between each home shall be maintained.

The renderings shown here represent the general product that is proposed. There may be minor design changes or new plans introduced in the future that are not contained in this book.

TYPICAL LOT LAYOUT



PIAZZA BY LANDMARK



MAGGIO BY LANDMARK



DANTE BY LANDMARK



LUCCA BY LANDMARK



ROSE BY LANDMARK



FLORENCE BY LANDMARK



HOME LAYOUTS

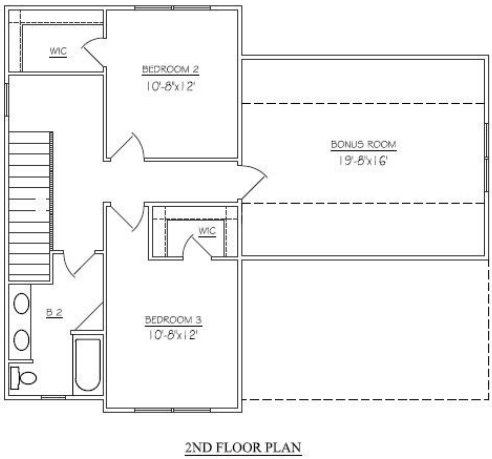
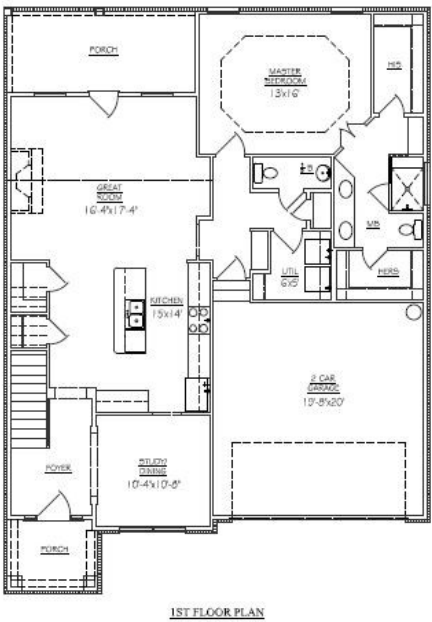
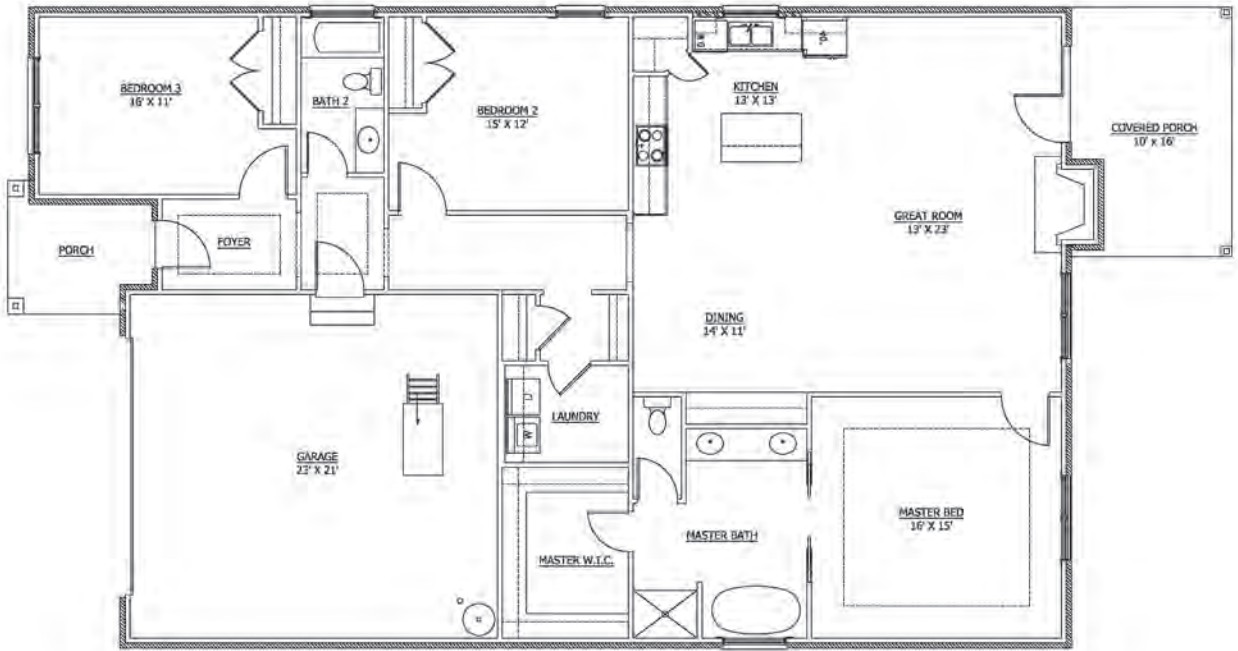
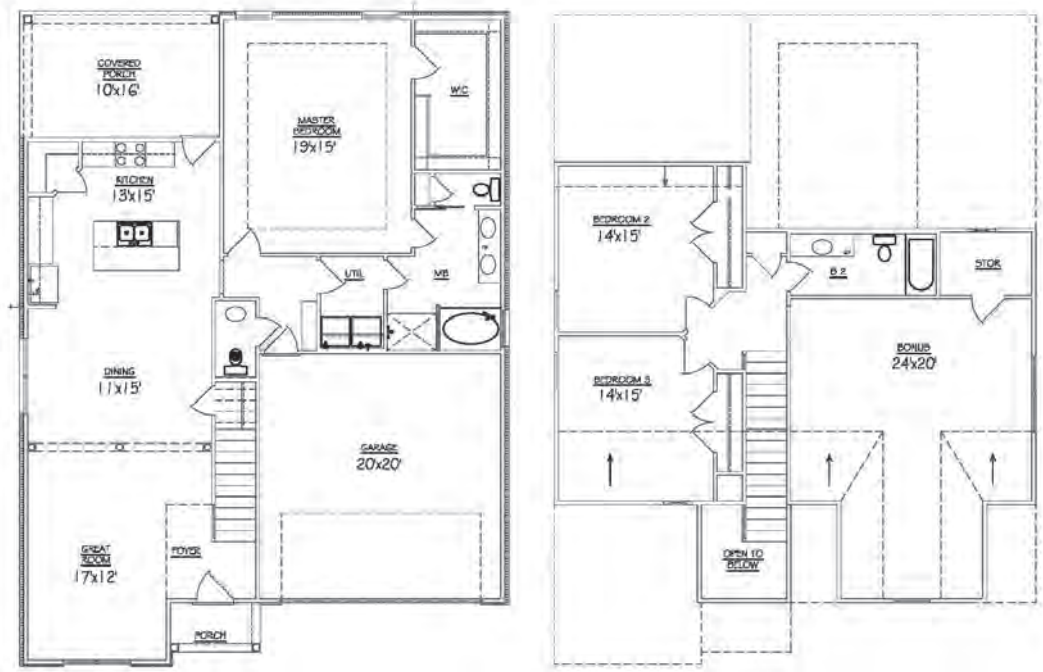
Floor plans for Pretoria Falls shall consist of a mix of one and two-story homes, all with at least 3 bedrooms. Home areas range in size from 1,900-2,800 square feet. Garages shall accommodated 2 cars, garbage cans, and water heaters. All front yards shall be sodded. A minimum of one tree per two houses shall be planted in the front yards to create a shaded streetscape.

The floor plans shown here represent the general product that is proposed. This page does not show all proposed floor plans, but a sample of some of the variations. There may be design changes or new plans introduced in the future that are not contained in this book.

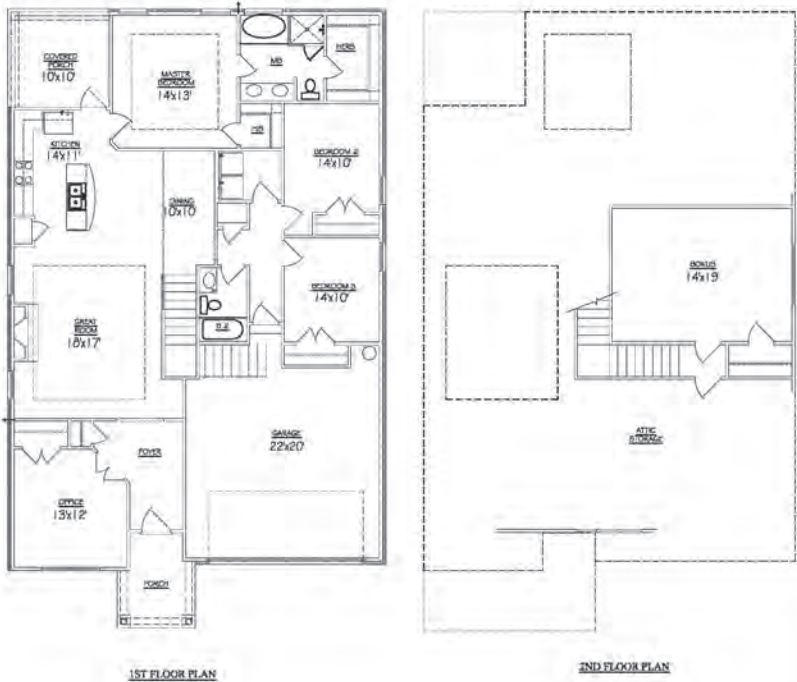
GARAGES

All garages shall be constructed to have adequate space for two vehicles, trash receptacle, and a water heater. It will be prohibited for an Owner or occupant of a Unit to convert a garage to any other use. No Owner or occupant of a Unit shall park his or her car or other motor vehicle on any portion of the Property, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to it's design capacity are already parked in said garage. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Parking on the street shall be prohibited, guest parking spaces have been provided for overflow parking. All trash receptacles shall be stored in the garage.

Total Heated: 1,914 Sq. Ft.



First Floor: 1,687 Sq. Ft.  
Second Floor: 356 Sq. Ft.  
Total Heated: 2,043 Sq. Ft.



CHECKLIST SUMMARY

1. A map showing available utilities, easements, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit showing available utilities, easements, rail lines, and public right-of-way crossing and adjacent to the subject property can be found on pages 2, 3, 4, & 5.

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 extend of water courses, wetlands, floodway, and floodplains on or within one hundred (100) feet of the subject property; existing drainage pattern; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: An exhibit is given on page 6 that shows existing conditions, including topography, aerial information, and flood information. A portion of the site is located within the 100 year floodplain.

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 on pages 1, 5 & 6 show existing structures and surrounding properties.

4. A drawing defining the general location and maximum number of lots, parcels or other 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: Lot counts, parking information, and open space can be found on page 8. Proposed amenity features and enhancement of open space is described on page 11.

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: All homes have a minimum of 3 bedrooms as called out on pages 8 and 13.

6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio) and the O.S.R. (open space ratio)

Response: F.A.R., L.S.R., and O.S.R. are stated on page 8, with calculations described below.

FLOOR AREA RATIO (F.A.R.)  
TOTAL MAXIMUM FLOOR AREA = (1646 x 6) + (2046 x 14) + (2446 x 35) = 124,130 SF  
TOTAL SITE AREA = 461,736 SF  
F.A.R. = 124,130 / 461,736 SF = 0.27

LIVEABILITY SPACE RATIO (L.S.R.)  
TOTAL MAXIMUM FLOOR AREA = 1124,130 SF  
TOTAL SITE AREA = 461,736 SF  
TOTAL DRIVE/PARKING AREA = 57,715 SF  
TOTAL LIVEABLE SPACE = 461,736 SF - 57,715 SF = 404,021 SF  
L.S.R. = 404,021 SF / 124,130 = 3.2

OPEN SPACE RATIO (O.S.R.)  
TOTAL OPEN SPACE = 253,414 SF  
TOTAL MAXIMUM FLOOR AREA = 124,130 SF  
O.S.R. = 253,414 SF / 124,130 SF = 2.0

14  
CHECKLIST SUMMARY

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 the neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM within Rutherford County. The proposed PRD includes annexing the property into Murfreesboro. The surrounding areas have a mixture of single and multi-family residential properties, zoned RS-15, PRD, and county. This planned residential development offers residents detached home living without the need for yard and home exterior maintenance. By providing varying sizes of single-family homes in an environment where families can get to know their neighbors, we are proposing a diverse neighborhood that aligns with the characteristics of surrounding areas.

8. 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 development includes the proposal of an HOA that will enforce all proposed CCRs and maintain common spaces and elements.

9. 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 proposed PRD requires the following exceptions:  
1. Development proposes a variance in the way that parking is calculated. The zoning ordinance requires 4 parking spaces outside of each home. This PRD proposes 2 parking spaces outside of each home plus 2 parking spaces inside of each garage.  
2. RS-15 requires setbacks of the following: Front = 40’ from right-of-way, Side = 12.5’ from property line, Rear = 30’ from property line. This PRD is requesting setbacks of the following: Front = 13’ from back of sidewalk, Side = 10’ between units, Rear = 10’ between units.  
3. RS-15 requires a maximum density of 2.9 d.u./acre. This PRD is requesting a density of 5.2 d.u./acre.  
4. RS-15 requires a maximum lot coverage of 25%. This PRD is requesting a maximum building coverage of 27%.

10. The nature and extent of any overlay zone as described in section 24 of this article and any special flood hazard area as described in section 34 of this article.

Response: This property is not in the Airport Overlay District (AOD), Battlefield Protection District (BPD), Gateway Design Overlay District (GDO), Historical District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA panel.

11. 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: The Murfreesboro Major Thoroughfare Plan and 2040 Recommended Improvements are shown on page 2.

12. 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.

Reesponse: The primary representative for this project is Kyle Griffin, P.E. of Civil Site Design Group, PLLC. Developer/ Applicant is Gary Wisniewski of Landmark Homes. Contact info for both can be found on the second sheet of the pattern book.

13. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of the 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 the exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Architectural renderings and example floor plans are shown on pages 12 & 13, with building descriptions and materials listed.

14. If a development entrance sign is proposed, the application shall include a description of lighting, landscaping, and construction materials.

Response: Entrance signs, lighting, and landscaping will be similar to the imagery shown on page 11. All elements of the entry signs shall be in accordance with the City of Murfreesboro’s sign ordinance.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019**

**6:00 p.m.**

**City Hall**

## **Members Present**

Kathy Jones, Chair  
Ken Halliburton, Vice Chair  
Eddie Smotherman  
Chase Salas  
Warren Russell  
Ronnie Martin

## **Staff Present**

Donald Anthony, Planning Director  
Matthew Blomeley, Assist. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Amelia Kerr, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Sam Huddleston, Executive, Dir. Of Dev. Services  
Nate Williams, Parks & Recreation Direction

**Chair Kathy Jones called the meeting to order after determining there was a quorum.**

## **Old Business**

**Zoning application [2019-422] for approximately 24.15 acres located along Shelbyville Pike to amend The Marketplace at Savannah Ridge PUD to modify the site and building design, Baker Storey McDonald applicant.** Ms. Marina Rush began by explaining this zoning application had been deferred at the August 7, 2019, Planning Commission meeting. The reason for the deferral was to allow the applicants additional time to improve their building elevations and revise their pattern book. Ms. Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a public hearing had been conducted and closed at the August 7, 2019, meeting; therefore, there would not be another public hearing for this request.

Mr. Clyde Rountree and Mr. Steve Maher were in attendance to represent the applicant. Mr. Steve Maher came forward making known the amended request has been better defined with improved details with the architecture. He began a power point presentation from the applicant's pattern book explaining this being a unified retail development with rich materials of different colors of brick, natural stone, metal panels and hardy board. All of the buildings had been designed from the recent approved City guidelines. The footprint of the large single-story building appears as



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

provide data and recommendations for this area. The study should be available within the next three to six months with implementations from the study to be considered. Once funding is approved for capital improvements it could take several years before road improvements occur.

**Mr. Ronnie Martin made a motion to approve the annexation petition and plan of services, subject to all staff comments, seconded by Mr. Chase Salas. There was one abstention made by Chair Kathy Jones. The motion passed.**

**Zoning application [2019-427] for approximately 10.6 acres located along Asbury Lane and Asbury Road to be zoned PRD (Pretoria Falls PRD) simultaneous with annexation, Landmark Homes of TN applicant.** Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known a neighborhood meeting had been conducted on August 26, 2019, at Blackman Community Center. The meeting had been well attended. If this zoning application is approved the applicant would be responsible to make road improvements to address their proposed access along Asbury Lane and Asbury Road to accommodate the development. Ms. Green voiced her concerns regarding the size of the proposed garages being too small. The homes would not be fronting Asbury Lane or Asbury Road. Therefore, a landscaping berm with landscaping would be installed to provide a screen for the back of the homes. In addition, the applicant has addressed the City's future road connectivity in this area from the 2040 Major Transportation Plan.

Mr. Rob Molchan, Mr. Brian Dunn and Mr. Gary Wisniewski were in attendance for the meeting. Mr. Brian Dunn came forward to begin a power point presentation from the applicant's pattern book. Mr. Gary Wisniewski came forward to explain this would be a quality development. The development would include a playground area, seating areas and dog bark.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

Mr. Chase Salas voiced his concerns regarding a comment that had been made about this development would include 50 percent of green space. Mr. Brian Dunn came forward stating this would be a Horizontal Property Regime which there are no lot lines. Everything within the boundary line of the property that would not be developed (5.4 acres) is considered as dedicated open space which is owned by the HOA.

Chair Kathy Jones opened the public hearing

1. **Mr. Daniel Brunner 3696 Asbury Lane** – opposes the zoning request. He wants to make certain the environment and the neighbor's privacy is preserved.
2. **Mr. Doug Hayes 3858 Asbury Road** – opposes the zoning request. He requested for the density be reduced to help with the burden of traffic, schools and green space.
3. **Mr. Richard Silk 1103 Scotland Drive** – opposes the zoning request. He feels this development would become in the future like a Baltimore ghetto. He requested for the density be decreased, to address the impact of traffic, schools, FEMA, etc.
4. **Mr. Keith Gamble 3867 Asbury Road** - opposes the zoning request. He lives on historic property that once had been a field hospital during the Civil War. He requested for protection of the environment of Overall Creek within this area.
5. **Ms. Kitti McConnell 3818 Asbury Road** - opposes the zoning request.
6. **Mr. Christopher Bennet 3818 Asbury Road** – opposes the zoning request. He feels the density increases the risk of safety for the existing residents.
7. **Ms. Sherry Brown 3818 Asbury Road** – opposes the zoning request. The City does not have immediate plans to improve the traffic concerns at this time.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green made known if the zoning application is approved the following would be addressed:

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019**

- Both the Murfreesboro City Schools and Rutherford County Schools would be able to accommodate school age children.
- This proposal would have to provide a grading plan and storm water calculations to address detention ponds and retention ponds for this property.
- Meet all stormwater regulations.
- After a grading plan has been submitted and reviewed the applicant would provide a tree survey to make known the preservation of healthy trees which would allow credits and different types of incentives to preserving trees with this development.
- The applicant would have to meet all regulations protecting the stream banks.
- This development would not have any resemblance of row houses in the city of Baltimore.
- The applicant could consider reducing the density.
- The developer has reviewed the MTP and has made accommodations for the possibility of a future road in this area.

Mr. Ryan Loveless, representing the applicant came forward to address the concerns that were made regarding this development and meeting FEMA regulations. He made known if this zoning application is approved, they would have to meet the following:

- Submit grading plans for review and approval by City staff and by FEMA.
- Provide construction plans for review and approval.
- All finish floors would be required to one foot or higher above the floodplain.
- Provide a topographic survey making known they are out of the flood plain.
- Provide information to make known no additional runoff would occur onto joining properties after raising the elevations of property.

Mr. Eddie Smotherman requested for the detention ponds and the hammerhead parking area be above the floodplain. He wanted to make certain these items were addressed. He also voiced his concerns that he does not see fifty percent of green space with this development. Also, he had

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

concerns with a road connection being considered in the middle of the proposed development. In addition to the increase of traffic being proposed on substandard county road, garages and the issues with solid waste pickup. Lastly, this is not a ghetto project; however, he feels this proposal is too dense.

Mr. Ronnie Martin stated there are several areas in the City which we have infringed into the floodplain. We have good ordinances in place to address floodplain with development. He feels the density being requested would not create failure to Asbury Lane and Medical Center Parkway. We have long range plans and know this area needs improvements. Currently, there are a few access points in place today that are not favorable. There are certain times of the day when it is difficult to get out onto Medical Center Parkway, just like many other intersections in our City. For these reasons, he would support this proposal.

Mr. Ken Halliburton wanted to know if the roadway improvements and turn lanes for this development would occur; before, or after development begins. He feels the roadway improvements should occur sooner not later. Also, there is a hammerhead area and a dog park being proposed but there are no parking spaces available in those areas. He feels the applicant should add parking spaces with the dog park. Mr. Gary Wisniewski came forward stating he would add parking spaces at the dog park and raise the hammerhead above the floodplain. Also, the turn lane improvements would occur before the first house was finished and while they are paving the roads in phase one.

**Mr. Chase Salas made a motion to approve subject to all staff comments and to include the following:**

- **Add vehicle parking at the dog park.**
- **Raise the hammerhead area and the dog park area to be in the 100-year flood plain.**
- **Road improvements should be completed before the first Certificate of Occupancy is issued.**



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 2019

- Improve the width of the garages.
- Improve the solid waste pick up.

The motion was seconded by Mr. Ken Halliburton. There was one opposition made by Mr. Eddie Smotherman. There was one abstention made by Chair Kathy Jones. The motion passed.

Zoning application [2019-428] for approximately 8.14 acres located along Shores Road to amend the Westlawn PUD to modify the buffering and screening plan along Shores Road, D.R. Horton, Inc. applicant. Ms. Marina Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Rush made known the applicant had requested for a deferral of this zoning application until October 2, 2019. The applicant would like to conduct a neighborhood meeting with the HOA to provide the residents additional information and clarification regarding this request.

Mr. Rob Molchan was in attendance to represent the applicant. Mr. Molchan came forward to begin a power point presentation from the applicant's pattern book.

Chair Kathy Jones opened the public hearing.

1. Mr. Ray Mathes 3521 Shores Road – supports this proposal as long as the existing berm is not disturbed.
2. Mr. Bobby Davis 6327 Hickory Hill Drive – supports this proposal as long as the existing berm is not disturbed. Why are there color stakes out along this property. He requested for the large pile of dirt that had been left on his property to be used with the new proposed berm.

Chair Kathy Jones closed the public hearing.

Mr. Rob Molchan came forward making known the stakes are showing the actual property lines after the right of way dedication. They were placed for them so they could design this request

**ORDINANCE 19-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 10.2 acres along Asbury Lane and Asbury Road as Planned Residential Development (PRD) District (Pretoria Falls PRD), simultaneous with annexation; Landmark Homes of TN, applicant [2018-427].

**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 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 the 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:

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

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

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

ATTEST:

APPROVED AS TO FORM:

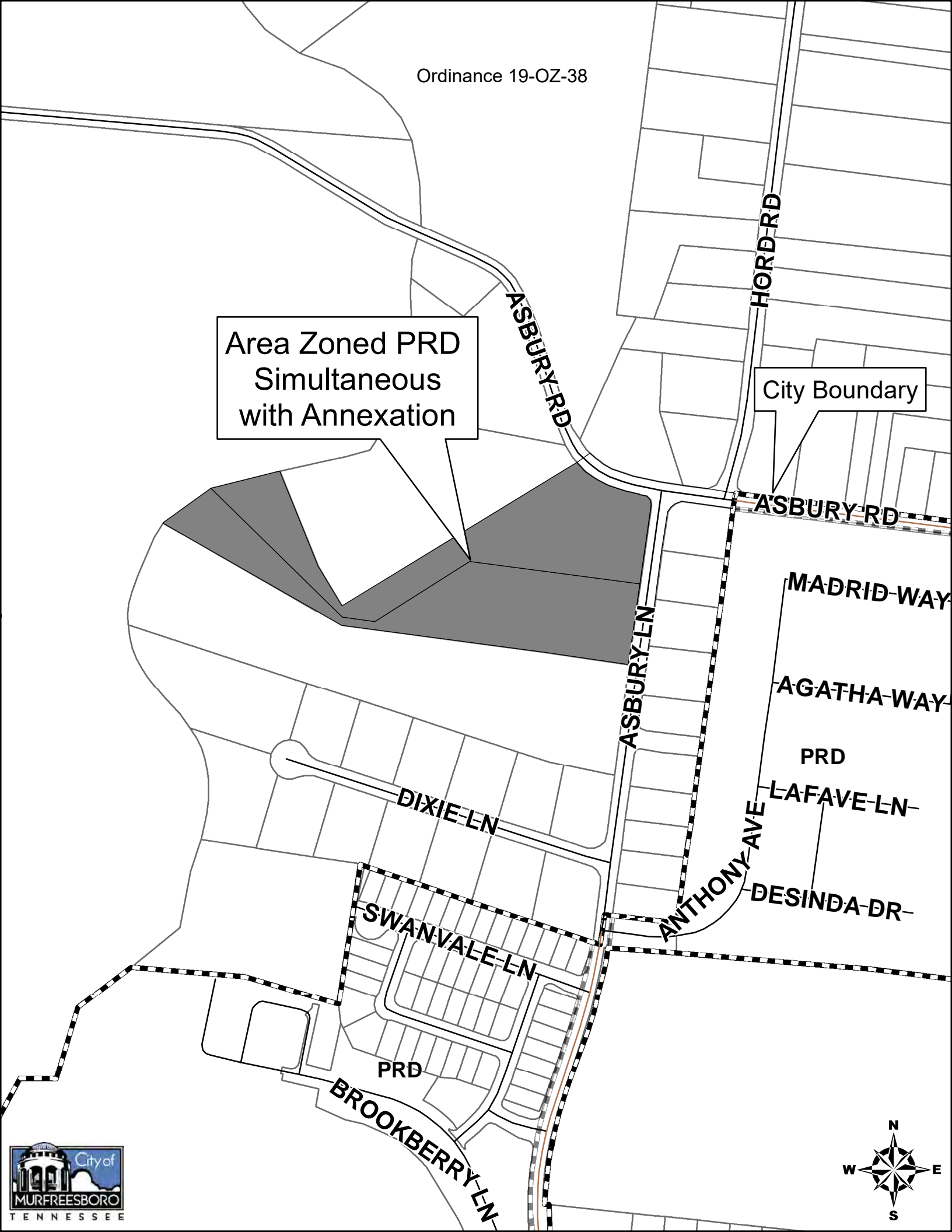
\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL

Area Zoned PRD  
Simultaneous  
with Annexation

City Boundary





# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Fee Schedule for Planning Department

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Consistent with the approved Planning Department budget for FY20, an amended fee schedule is submitted for Council adoption.

## Staff Recommendation

Approve the attached resolution amending the Planning Department recommended Fee Schedule.

## Background Information

During the budgeting process, departments are asked to look at reasonable ways to increase revenue. The Planning Staff reviewed its submittal fees and the various requests and applications that are processed. Several types of requests take significant amounts of staff time for which there are currently no fees, including applications to the Historic Zoning Commission as well as requests for referrals and master plans. Mandatory referrals to abandon City right-of-way require a public hearing, for example, and the cost to advertise this hearing is currently borne by the City. Approval of this resolution will help to cover the costs incurred by the Planning Department in the review and processing of various types of applications.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Thorough review of the plans submitted helps to ensure proper design of the built environment, contributing to this priority with every development reviewed.

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

Having applicants pay adequate submittal fees will help to cover the costs associated with each type of application, reducing the fiscal burden on the general taxpayer.

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

The City Development Services Division prides itself on top-notch customer service and the increased submittal fees will help to adequately fund those efforts.

### *Engaging Our Community*

Some of the submittal fees will provide funding for the advertising of public hearings, which are the official source of public input from stakeholders for right-of-way abandonments. Adequate submittal fees will assist in covering the expenses for public hearings.

### Fiscal Impacts

Approval of the resolution will yield approximately \$12,000 per year in additional revenues.

### Attachments:

Resolution 19-R-23

**RESOLUTION 19-R-23** setting type and amount of Planning Department fees for applications to the Historic Zoning Commission, review of master plans, and mandatory referral requests.

**WHEREAS**, Murfreesboro City Code § 29-5 authorizes City Council to establish fees for review of City staff of site plans, subdivision plats, resubdivision plats, grading plans, and other related materials; and,

**WHEREAS**, the Planning Department has historically accepted applications to the Historic Zoning Commission, review of master plans, and mandatory referral requests at no cost to property owners and developers; and,

**WHEREAS**, Planning Department staff must often spend significant time reviewing these planning and zoning plans and materials and pay for the cost of publication to notice public hearings; and,

**WHEREAS**, Council recognizes that the administrative cost of managing these applications, plans, and mandatory referrals should be borne by the person or entity requesting; and,

**WHEREAS**, the Planning Department’s FY2020 budget contemplated the establishment of fees for applications to the Historic Zoning Commission, master plans, and mandatory referrals.

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

SECTION 1. The Planning Department is hereby authorized to assess the following fees to offset the cost of reviewing and processing planning applications and submissions:

<u>Action</u>	<u>Fee</u>
Submission of Historic Zoning Commission Application	\$150
Submission of application for administrative approval of improvements in Historic Zoning District	\$75
Submission and Review of Master Plans or Amended Master Plans	\$300
Submission and Review of Mandatory Referrals (not including abandonment of right-of-way)	\$150
Submission and Review of Mandatory Referrals (including abandonment of right-of-way)	\$350

SECTION 2. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa Wright  
City Recorder

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

(SEAL)



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Planning Commission Recommendations

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

## Staff Recommendation

Schedule public hearings for the six items below on December 5, 2019.

## Background Information

During its regular meeting on September 4, 2019, the Planning Commission conducted a public hearing on item "a" listed below. After the public hearing, the Planning Commission discussed the matter and then voted to defer action. At its regular meeting on October 2, 2019, the Planning Commission considered it under "Old Business" and voted to recommend its approval.

- a. Zoning application [2019-428] for approximately 8.14 acres located along Shores Road to amend the Westlawn PUD to modify the buffering and screening plan along Shores Road, D.R. Horton, Inc. applicant.

During its regular meeting on October 2, 2019, the Planning Commission conducted public hearings on the five items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- b. Annexation plan of services and annexation petition [2019-510] for approximately 44.75 acres located along South Rutherford Boulevard, Mary K. Murfree Family Partnership applicant.
- c. Zoning application [2019-429] for approximately 44.75 acres located along South Rutherford Boulevard to be zoned G-I simultaneous with annexation, Mary K. Murfree Family Partnership applicant.
- d. Annexation plan of services and annexation petition [2019-511] for approximately 297.5 acres located along Joe B Jackson Parkway and Elam Road, Betty and Elizabeth Dempsey applicants.

- e. Zoning application [2019-432] for approximately 200.1 acres located along Joe B Jackson Parkway and Elam Road to be zoned G-I simultaneous with annexation, Betty and Elizabeth Dempsey applicants.
- f. Zoning application [2019-426] for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive to be rezoned from RS-10 and RS-15 to PUD (Hidden River Estates PUD), Blue Sky Construction applicant.

#### Council Priorities Served

##### *Engaging Our Community*

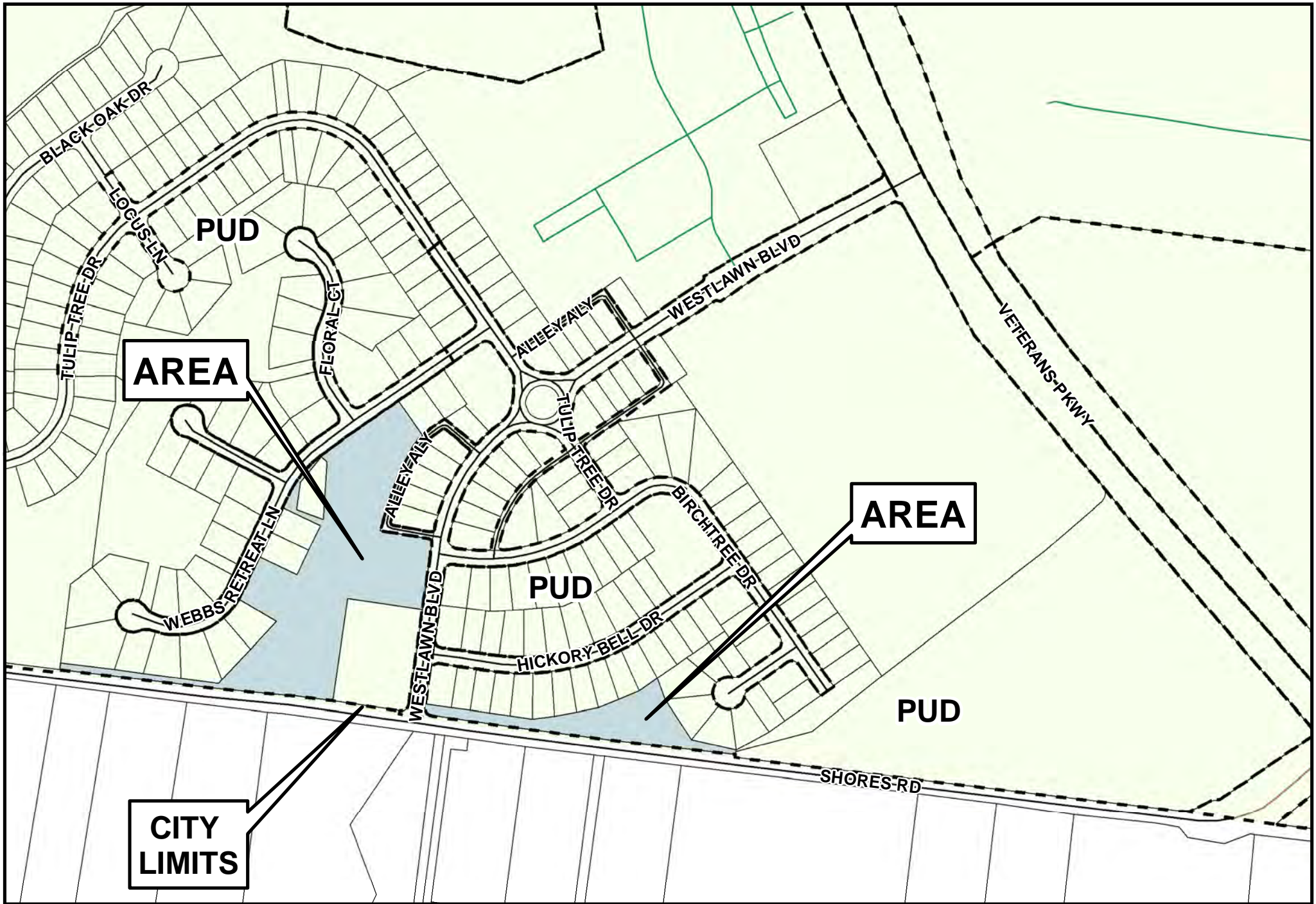
Public hearings are the official source of public input from stakeholders for annexation petitions and zoning applications.

#### Fiscal Impacts

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

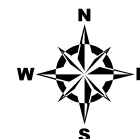
#### Attachments:

1. Map for zoning application for approximately 8.14 acres located along Shores Road
2. Map for annexation petition for approximately 44.75 acres located along South Rutherford Boulevard
3. Map for zoning application for approximately 44.75 acres located along South Rutherford Boulevard
4. Map for annexation petition for approximately 297.5 acres located along Joe B Jackson Parkway and Elam Road
5. Map for zoning application for approximately 200.1 acres located along Joe B Jackson Parkway and Elam Road
6. Map for zoning application for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive



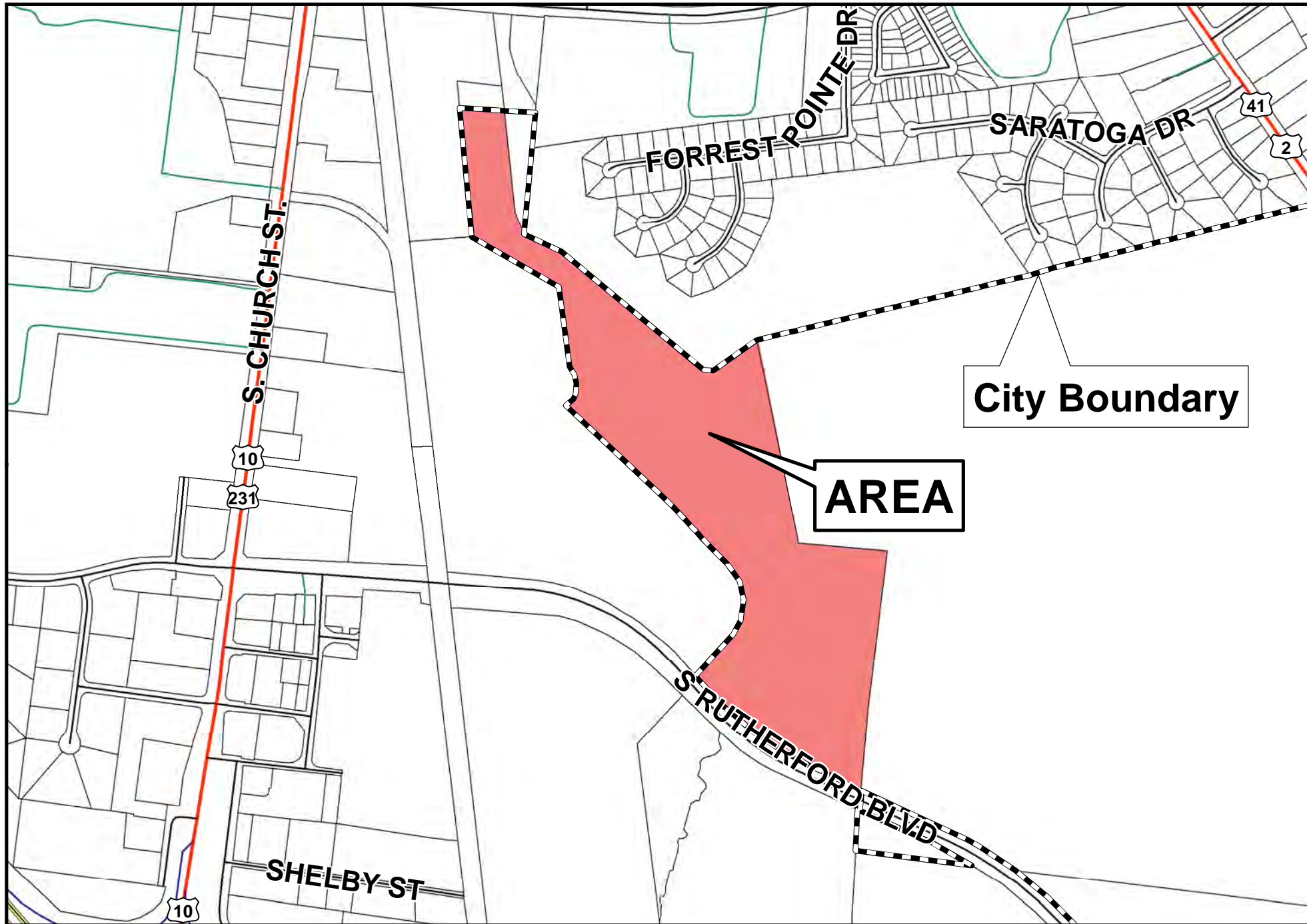
**PUD Amendment Along Shores Road  
(Westlawn PUD)**

0 125 250 500 750 1,000  
Feet

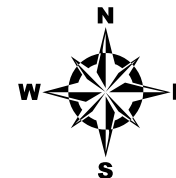
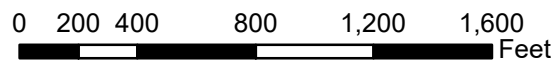


Planning Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

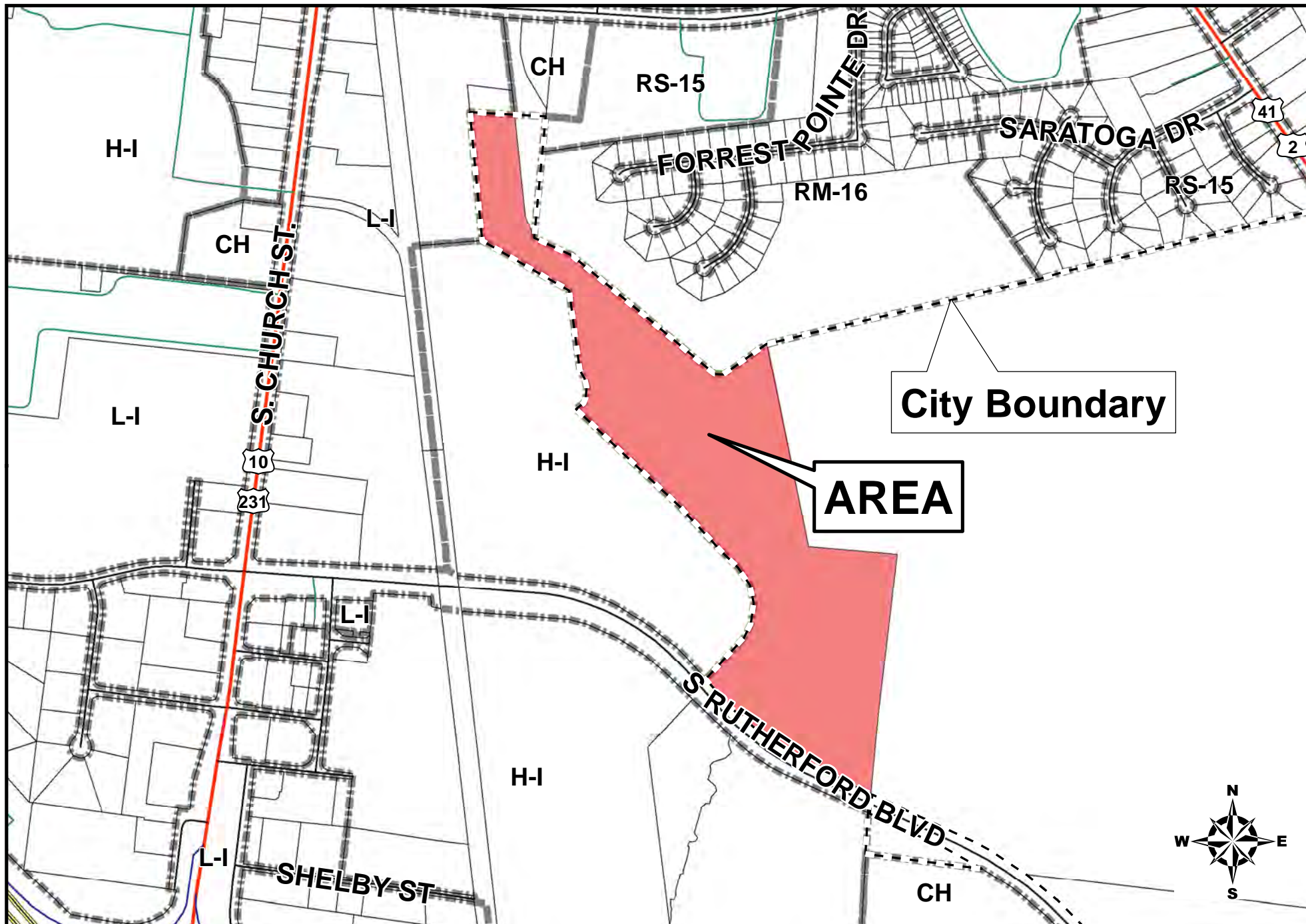




# Annexation Request for Property Along South Rutherford Boulevard



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

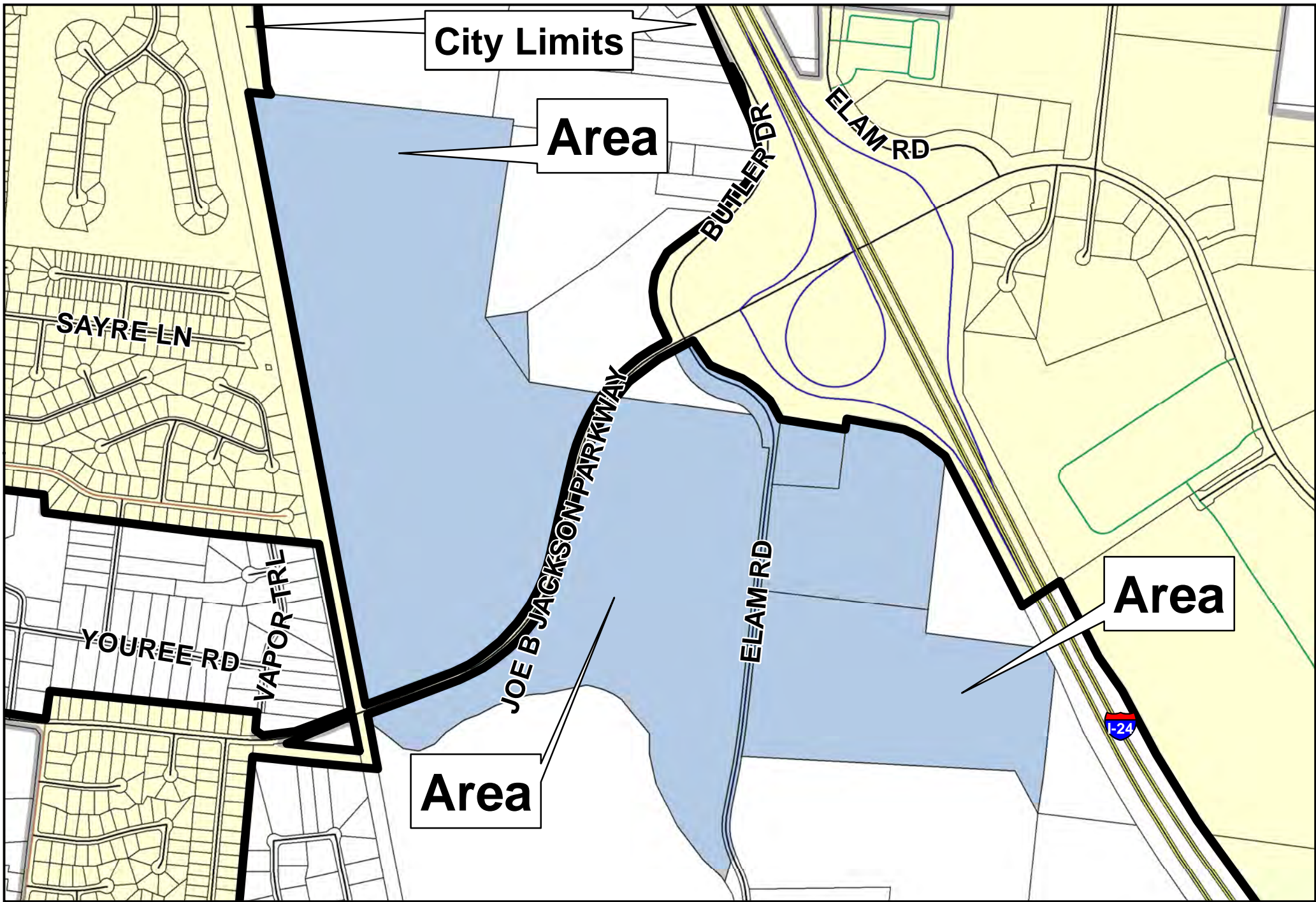


## Zoning Request for Property Along South Rutherford Boulevard G-I Simultaneous with Annexation

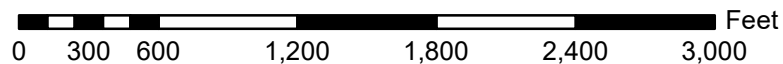
0 200 400 800 1,200 1,600 Feet

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





## Annexation Request for Property Along Elam Road and Joe B Jackson Parkway

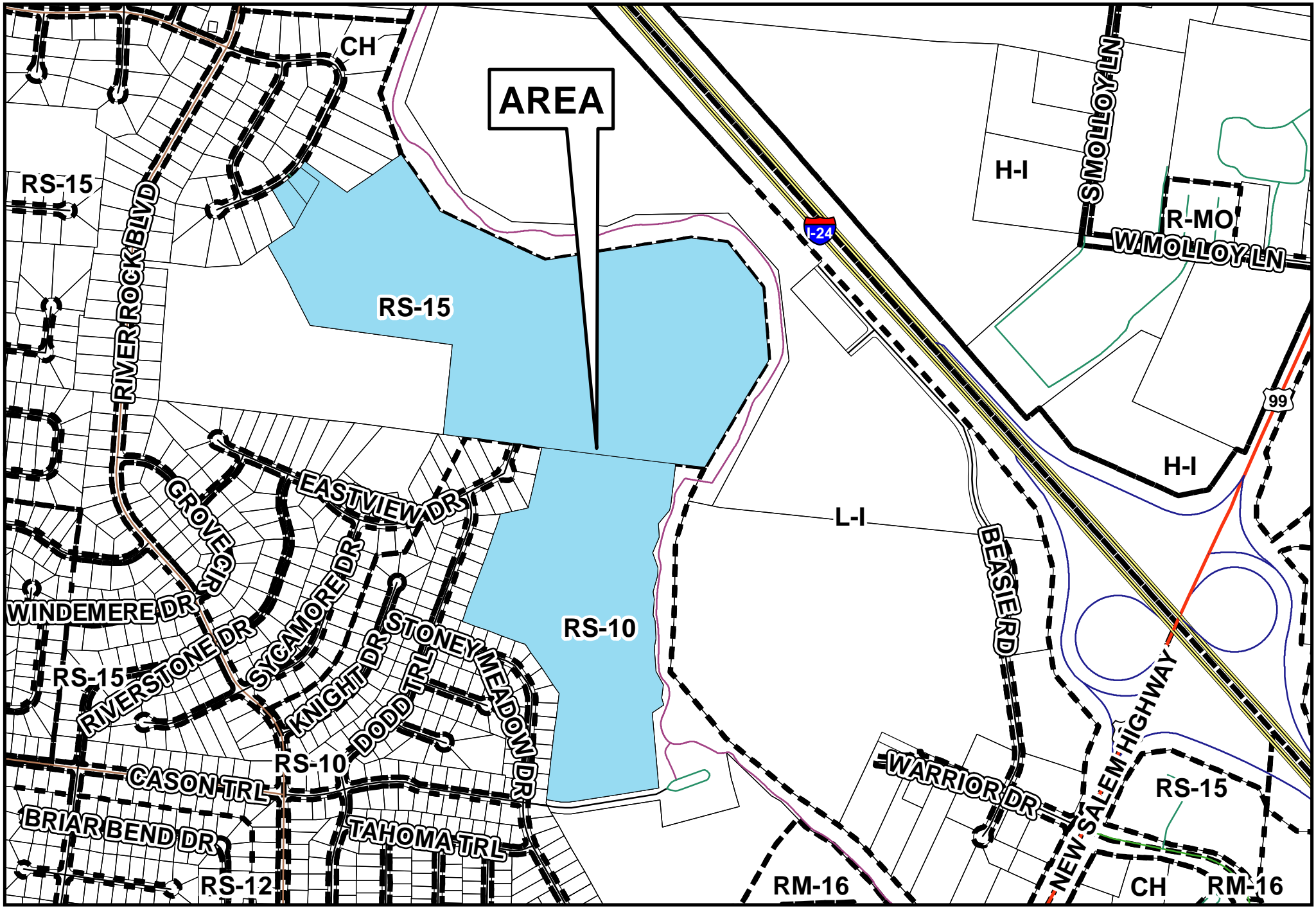


Planning Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
[murfreesborotn.gov/planning](http://murfreesborotn.gov/planning)

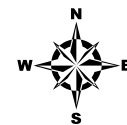
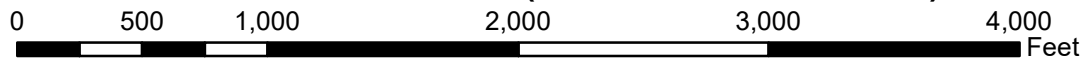




Planning Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
[murfreesborotn.gov/planning](http://murfreesborotn.gov/planning)



**Rezoning Request Along Cason Trail, Eastview Drive, and Racquet Club Drive  
RS-10 and RS-15 to PRD (Hidden River Estates PRD)**



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

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Mandatory Referral for Abandonment of a Drainage Easement  
Along Williams Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Consider request to abandon a drainage easement located along Williams Drive.

## Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommend approval on October 16, 2019.

## Background Information

In this mandatory referral [2019-719], Council is considering abandoning a drainage easement located along Williams Drive within the Waterstone subdivision. The proposed development on this parcel is a medical office and hospital, Volunteer Behavior Health. Currently, a drainage easement runs across the rear property line and the applicant proposes to re-route the drainage easement in conjunction with the development of the property. The City Engineer reviewed the request and has determined that a portion of the drainage easement can be abandoned when the new drainage easement is in place. If approved by the City Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.

## 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*

Abandoning this easement will aid in the development of this property, which will, in turn, generate additional tax revenues for the City.



Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 16, 2019**

**3.n. Mandatory Referral [2019-719] for the abandonment of a drainage easement located on Lot 6 of Waterstone subdivision, Matt Taylor applicant.**

The subject property is located along Williams Drive, within the Waterstone subdivision. This parcel is proposed to be developed with a medical office and hospital- Volunteer Behavior Health. Presently a drainage easement runs across the rear property line and the applicant proposes to re-route the drainage easement with the development of the property. The City Engineer reviewed the request and has determined a portion of the drainage easement can be abandoned when the new drainage easement is in place. If this mandatory referral is approved, it 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. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner. The Planning Commission will need to discuss this mandatory referral and formulate a recommendation to City Council.



August 14, 2019

Mr. Matthew Blomeley  
Murfreesboro Planning & Engineering Dept  
111 W. Vine St  
Murfreesboro, Tennessee 37130

RE: Volunteer Behavioral Health (Waterstone Lot 6)  
Drainage Easement Relocation Request  
Murfreesboro, Tennessee

Dear Mr. Blomeley:

Please accept this as our formal request for the City of Murfreesboro to relocate a portion of the drainage easement that is shown on Plat Book 41 Page 197. Furthermore, the attached exhibit highlights this area.

The easement was for a drainage ditch that was constructed with the Waterstone Subdivision infrastructure. With the site development of Lot 6, that ditch is proposed to be relocated further to the northeast to allow for the proposed development plan.

If the request is granted, SEC will complete a description and exhibit of the existing easement to be abandoned and a description and exhibit of the new proposed drainage easement

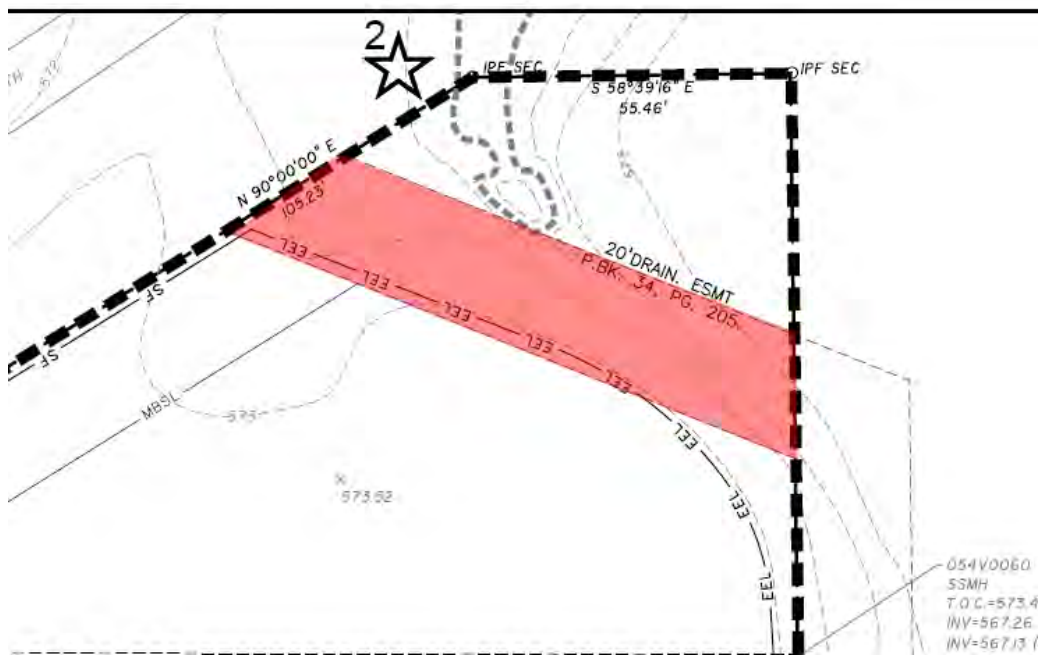
If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Sincerely,

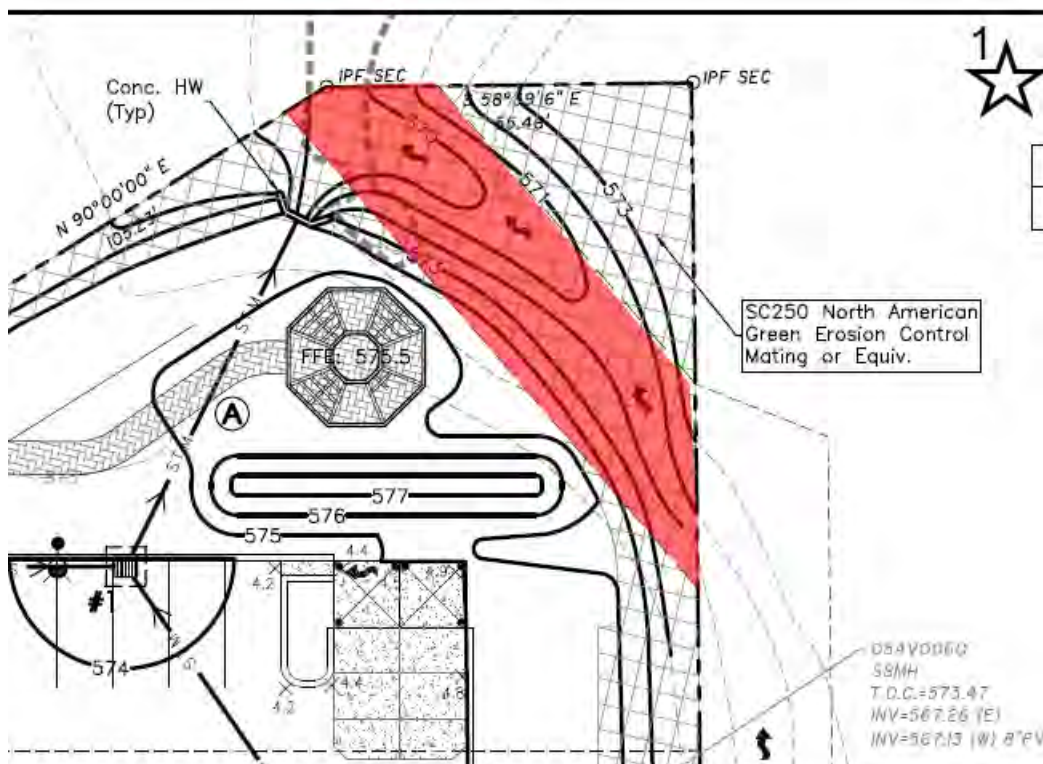


Matt Taylor, P.E.  
Vice-President  
SEC, Inc





Existing Easement Proposed To Be Abandoned



Proposed Easement To Replace Existing

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Mandatory Referral for Abandonment of Sanitary Sewer and Drainage Easements Along County Farm Road

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Consider request to abandon sanitary sewer and drainage easements located along County Farm Road.

## Staff Recommendation

Approve the mandatory referral request.

The Water Resources Board recommend approval on September 24, 2019. The Planning Commission recommend approval on October 16, 2019.

## Background Information

In this mandatory referral [2019-721], Council is considering abandoning drainage and sanitary sewer easements located in the Chestnut Hill Subdivision along the south side of County Farm Road. No structures currently exist within the easement areas. The Planning **Department's Project Engineer has reviewed the proposed drainage easement** abandonment and does not object to it based upon the proposed development plans, as the easement and facility are proposed to be replaced. In addition, the Murfreesboro Water Resources Department reviewed the request and determined that the sanitary sewer easement is no longer necessary. If approved by the City Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.
- 3) The new drainage facility must be installed, inspected, and approved prior to the quitclaim deed being recorded.

## 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*

Abandoning this easement will aid in the development of this property, which will, in turn, generate additional tax revenues for the City.

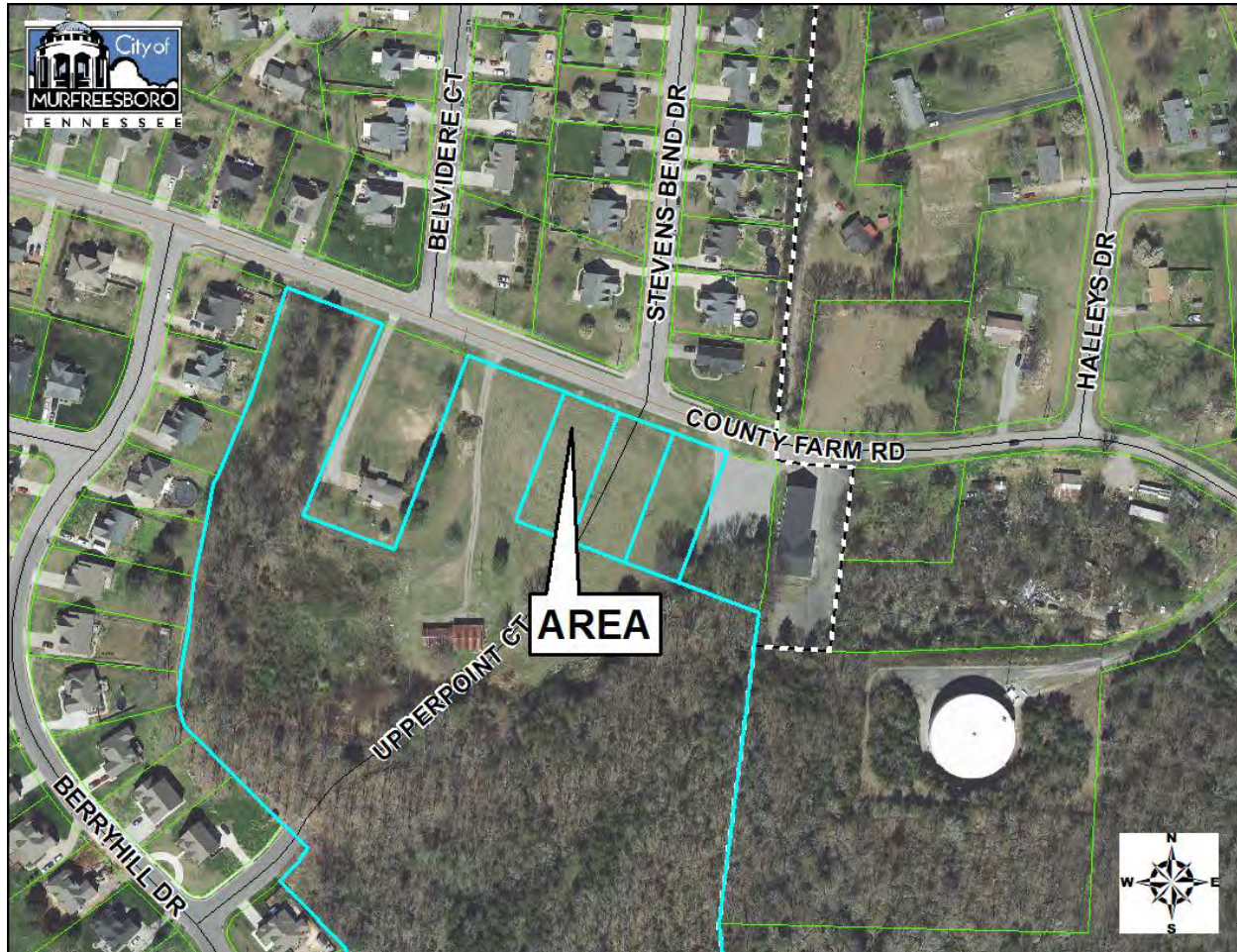
#### Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 16, 2019  
PROJECT PLANNER: BRAD BARBEE**

- 3.k. **Mandatory Referral [2019-721] to consider the abandonment of sanitary sewer and drainage easements along County Farm Road, Huddleston-Steele Engineering, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning drainage and sanitary sewer easements located in the Chestnut Hill Subdivision along the south side of County Farm Road. No structures currently exist within the easement areas. Also included on the Planning Commission agenda is a preliminary plat that proposes a new plan for drainage and sanitary sewer. The Planning Department's Project Engineer has reviewed the proposed drainage easement abandonment and does not object to it based upon the proposed development plans, as the easement and facility are proposed to be replaced. In addition, the Murfreesboro Water Resources Department reviewed

the request and determined that the sanitary sewer easement is no longer necessary (see memo from MWRD's Valerie Smith for additional details). The Murfreesboro Water Resources Board recommended the abandonment of the sanitary sewer easements at its September 24<sup>th</sup> regular meeting.

Staff recommends that the Planning Commission recommend approval of this request to the City Council. If approved by the City Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.
- 3) The new drainage facility must be installed, inspected, and approved prior to the quitclaim deed being recorded.



September 5, 2019

Mr. Donald Anthony, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of three 10' Drainage Easements and  
two 15' Sanitary Sewer Easements  
Chestnut Hill, Section V, Phase II

Dear Mr. Anthony:

At the request of our client, Mr. David Alcorn, we hereby make a request to abandon three existing 10' Drainage Easements and two existing 15' Sanitary Sewer Easements that were recorded in Plat Book 37, Page 152 (Chestnut Hill, Phase I), with a mandatory referral by Planning Commission. Property descriptions and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

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





*... creating a better quality of life*

# MEMORANDUM

DATE: September 16, 2019  
TO: Water Resources Board  
FROM: Valerie H. Smith  
SUBJECT: Sewer Easement Abandonments  
Chestnut Hill Subdivision

---

## Background

This easement abandonment request is from Bill Huddleston on behalf of the Developer, David Alcorn. They are requesting the abandonment of two, 15-foot sanitary sewer easements located between Lots 60 & 61 of Chestnut Hill Subdivision Section 5, Phase 2. This easement was recorded by plat and was intended for a proposed gravity sewer main to serve properties to the south. During the design and review stage of the next phase of the subdivision, the Developer requested to install 5-6 lots with a step tank and gray water pump and pump uphill to Berryhill Drive instead of installing approximately 384 feet of ductile iron gravity sewer between Lots 60 & 61 to serve the proposed 5 lots. Staff has agreed to allow the installation of the step tank, gray water pumps and small forcemain instead of the gravity sewer, therefore, these easements are no longer necessary.

## Recommendation

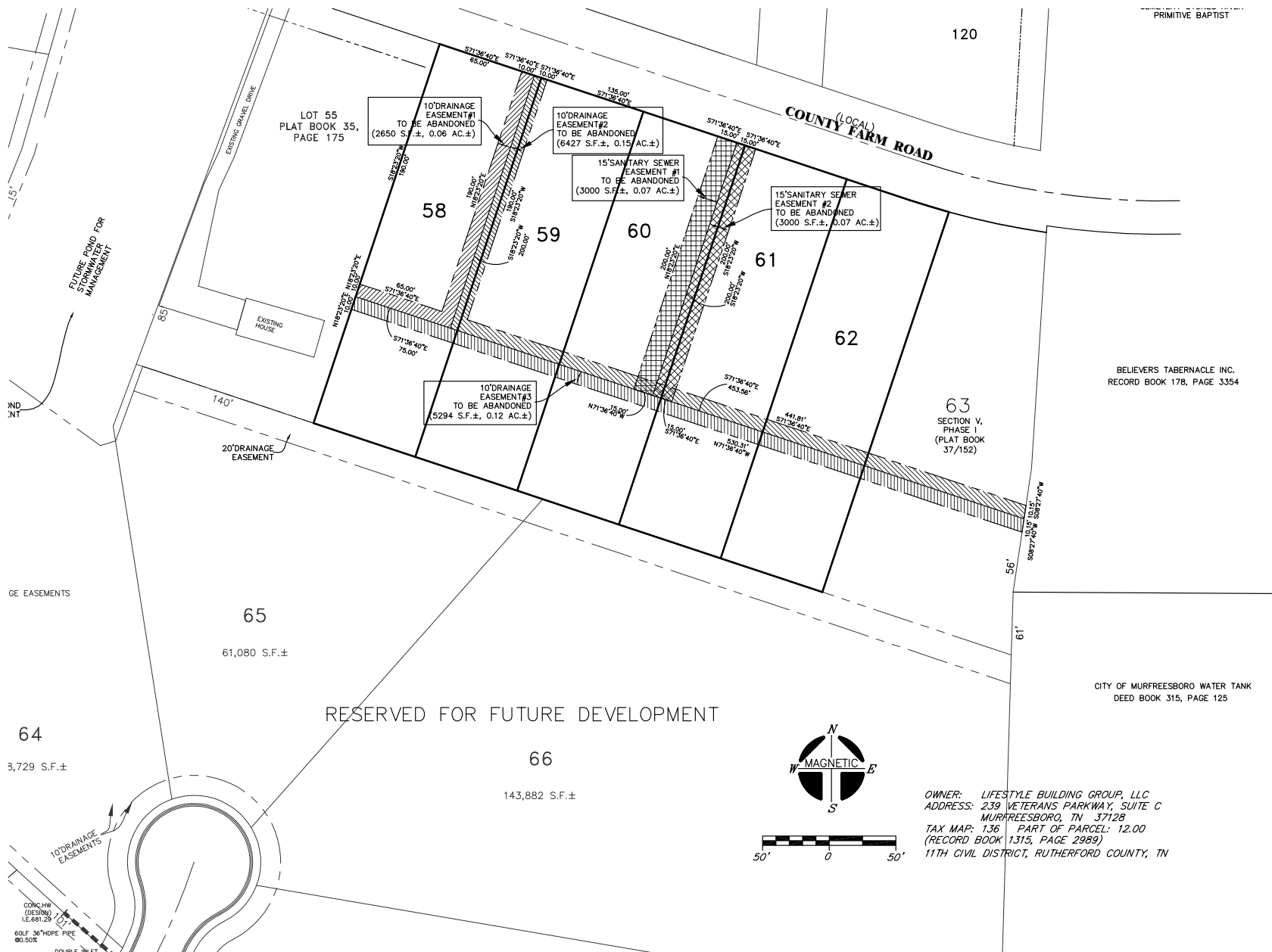
Staff recommends that the Board recommend to the Planning Commission and City Council approval of abandoning these existing sewer easements.

## Fiscal Impact

Not applicable. The easement was dedicated through a plat by the developer some time ago.

## Attachment

Request Letter  
Easement Abandonment Exhibit



## Brad Barbee

---

**From:** Katie Noel  
**Sent:** Sunday, October 6, 2019 9:05 PM  
**To:** Brad Barbee  
**Cc:** Matthew Blomeley  
**Subject:** Chestnut Hill Mandatory Referral

Brad,

Please see my comments below for the Chestnut Hill Mandatory Referral:

Engineering Staff supports the mandatory referral to abandon the 10' drainage easement at the rear of existing lots in the Chestnut Hill Subdivision as the easement and facility will be replaced with the proposed development plan for the Chestnut Hill Section 5 plan. The new facility must be installed, inspected and approved prior to the quitclaim deed being recorded.

Please let me know if you need any additional information.

Thank you,

Katie Noel, PE, CPESC  
Project Engineer  
City of Murfreesboro

**From:** Brad Barbee  
**Sent:** Tuesday, September 24, 2019 1:54 PM  
**To:** Katie Noel <knoel@murfreesborotn.gov>  
**Subject:** FW: Water Resources Board Agenda

Katie,

Could you please provide your analysis of the Chestnut Hill drainage easement abandonment?

Thank you,

**BRAD BARBEE**  
**CITY OF MURFREESBORO**  
**PLANNING DEPARTMENT**  
111 W. Vine Street  
Murfreesboro, TN 37130  
P: 615-893-6441 ext: 1611

**From:** Matthew Blomeley <[mblomeley@murfreesborotn.gov](mailto:mblomeley@murfreesborotn.gov)>  
**Sent:** Tuesday, September 24, 2019 11:27 AM  
**To:** Brad Barbee <[bbarbee@murfreesborotn.gov](mailto:bbarbee@murfreesborotn.gov)>  
**Subject:** RE: Water Resources Board Agenda



# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Mandatory Referral for Abandonment of a Drainage and Detention Easement Along Joe B Jackson Parkway

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Consider request to abandon a drainage easement located along Joe B Jackson Parkway.

## Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommend approval on October 16, 2019.

## Background Information

In this mandatory referral [2019-720], Council is considering abandoning a stormwater detention and drainage easement located at the southeast corner of Joe B Jackson Parkway and Manchester Pike. It was recorded in 1997 with the Magnolia Trace, Section 4 subdivision plat before the construction of Joe B Jackson Parkway. The eventual construction of the roadway bisected the easements, leaving portions on the south side of Joe B Jackson Parkway and portions on the north side. However, the easements still serve their intended purpose.

The applicant seeks to abandon the easements on the south side of Joe B Jackson Parkway in order to develop commercial lots where the easements are currently **located. The Planning Department's Project Engineer, Katie Noel, has reviewed the** proposed easement abandonment and does not object to it, provided that appropriate conditions are placed on its approval. These easements still serve a function to the community; therefore, the developer plans to modify the existing easements on the south side of Joe B Jackson Parkway to account for the lost storage volume. Staff recommends that the City Council approve this request subject to the following conditions:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.

- 2) The applicant will be responsible for recording the aforementioned documents.
- 3) The storage volume and functions of this easement need to be maintained.
- 4) Plans for any required improvements need to be approved by the Development Services Division prior to the issuance of any required permits.
- 5) All work to transfer the functions of this easement to another property needs to be complete prior to starting any construction in these existing easements.
- 6) The quitclaim deed for this mandatory referral cannot be recorded until any work deemed necessary by the Development Services Division in the easement on the south side of Joe B Jackson Parkway has been completed and passed City inspection.

#### 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*

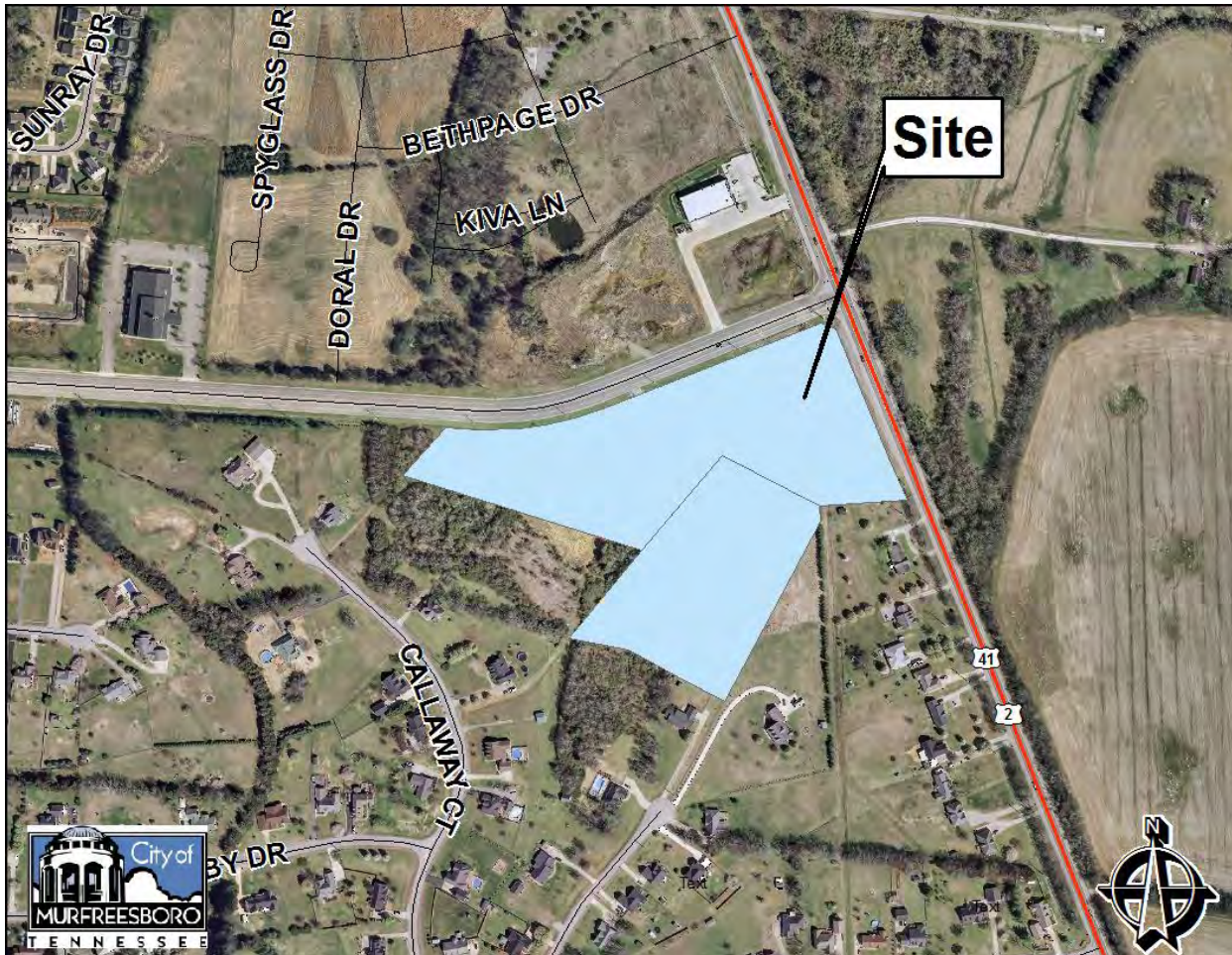
Abandoning this easement will aid in the development of this property, which will, in turn, generate additional tax revenues for the City.

#### Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 16, 2019  
PROJECT PLANNER: AMELIA KERR**

**3.i. Mandatory Referral [2019-720] to consider the abandonment of a stormwater and detention easement south of Joe B Jackson Parkway and west of Manchester Pike, Huddleston-Steele Engineering, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning a stormwater detention and drainage easement located at the southeast corner of Joe B Jackson Parkway and Manchester Pike. It was recorded in 1997 with the Magnolia Trace, Section 4 subdivision plat before the construction of Joe B Jackson Parkway. A copy of the original plat has been included in the agenda packet for reference. The eventual construction of the roadway bisected the easements, leaving portions on the south side of Joe B Jackson Parkway and portions on the north side. However, the easements still serve their intended purpose.



The applicant seeks to abandon the easements on the south side of Joe B Jackson Parkway in order to develop commercial lots where the easements are currently located. The Planning Department's Project Engineer, Katie Noel, has reviewed the proposed easement abandonment and does not object to it, provided that appropriate conditions are placed on its approval. These easements still serve a function to the community; therefore, the developer plans to modify the existing easements on the south side of Joe B Jackson Parkway to account for the lost storage volume. An e-mail from Ms. Noel is included in the agenda packet for reference.

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

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.
- 3) The storage volume and functions of this easement need to be maintained.
- 4) Plans for any required improvements need to be approved by the Development Services Division prior to the issuance of any required permits.
- 5) All work to transfer the functions of this easement to another property needs to be complete prior to starting any construction in these existing easements.
- 6) The quitclaim deed for this mandatory referral cannot be recorded until any work deemed necessary by the Development Services Division in the easement on the south side of Joe B Jackson Parkway has been completed and passed City inspection.



**HUDDLESTON-STEELE**

**ENGINEERING, INC.**

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

August 15, 2019

Mr. Donald Anthony, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of Retention Areas  
Magnolia Trace, Section IV

Dear Mr. Anthony:

At the request of our client, Mr. Denny Hastings, we hereby make a request to abandon two existing retention easements that were recorded in Magnolia Trace, Section IV, with a mandatory referral by Planning Commission. Property descriptions and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

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

Property Description  
Retention Area Easement to be Abandoned  
Ashley Hastings Family Limited Partnership 1 etal  
Tax Map 135C, Group "B", Part of Parcel 23.00  
Plat Book 19, Page 100

Located in the 12<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north, east and west by Ashley Hastings Family Limited Partnership 1 etal (Tax Map 135C, Group "B", Parcel 26.00); and on the south by the remaining property of Ashley Hastings Family Limited Partnership 1 etal (Tax Map 135C, Group "B", Parcel 23.00).

**Commencing** at a point in the west right-of-way of Manchester Pike, said point being the northeast corner of Lot 103, Magnolia Trace (Plat Book 19, Page 100); thence with the west right-of-way of Manchester Pike, N21°54'24"W, 53.60 feet to a point; thence leaving the west right-of-way of Manchester Pike into the property of Ashley Hastings Family Limited Partnership I etal, (Tax Map 135C, Group "B", Parcel 26.00); S88°04'36"W, 318.54 feet to a point for the **Point of Beginning**, being the southeast corner of this tract; thence with the north line of the remaining property Ashley Hastings Family Limited Partnership I etal, (Tax Map 135C, Group "B", Parcel 23.00), S88°04'36"W, 227.67 feet to a point, being the southwest corner of this tract; thence along the south line of the property of Ashley Hastings Family Limited Partnership I etal, (Tax Map 135C, Group "B", Parcel 26.00), N39°56'15"E, 113.51 feet to a point, being the northernmost corner of this tract; thence continuing along said property line, S62°49'40"E, 173.86 feet to the Point of Beginning, containing 0.22 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129





Property Description  
Retention Area Easement to be Abandoned  
Ashley Hastings Family Limited Partnership I etal  
Tax Map 135C, Group "B", Part of Parcel 26.00  
Plat Book 19, Page 100

Located in the 12<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north by Joe B. Jackson Parkway; on the east by Manchester Pike (U.S. Hwy. 41S); on the south by the remaining property of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 26.00) and Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 23.00); and on the west by the remaining property of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 26.00).

**Commencing** at a point in the west right-of-way of Manchester Pike, said point being the northeast corner of Lot 103, Magnolia Trace (Plat Book 19, Page 100); thence with the west right-of-way of Manchester Pike, N21°54'24"W, 53.60 feet to a point for the **Point of Beginning**, being the southeast corner of this tract; thence leaving the west right-of-way of Manchester Pike with the north line of the remaining property of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 26.00), S88°04'36"W, 318.54 feet to a point; thence along the north line of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 23.00), N62°49'40"W, 173.86 feet to a point; thence continuing along said property line, S39°56'15"W, 113.51 feet to a point; thence with the north line of the remaining property of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 26.00), S88°04'36"W, 51.80 feet to a point, being the southwest corner of this tract; thence with the east line of the remaining property of Ashley Hastings Family Limited Partnership I etal (Tax Map 135C, Group "B", Parcel 26.00), N15°35'30"W, 268.53 feet to a point in the south right-of-way of Joe B. Jackson Parkway, being the northwest corner of this tract; thence with said right-of-way, N68°03'56"E, 492.24 feet to a point; thence S66°56'01"E, 42.43 feet to a point in the west right-of-way of Manchester Pike; thence with said right-of-way, S21°55'58"E, 370.00 feet to a point; thence continuing with said right-of-way, N68°04'02"E, 10.00 feet to a point; thence S21°55'58"E, 71.52 feet to the Point of Beginning, containing 4.35 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129



JOE B. JACKSON PARKWAY

MANCHESTER PIKE (U.S. HWY. 415)  
(STATE ROUTE 1)

**RETENTION AREA  
EASEMENT  
TO BE ABANDONED**

ASHLEY HASTINGS FAMILY LIMITED  
PARTNERSHIP 1 ETAL  
TAX MAP: 135C "B" PARCEL: 26.00  
PART OF MAGNOLIA TRACE  
P.B. 19, PG. 100  
ZONING: CH

268.53  
N15°35'30"W

492.24  
N68°03'56"E

N66°56'01"W  
42.43'

370.00  
N21°55'58"W

S68°04'02"W  
10.00'

71.52'  
N21°55'58"W

53.60'  
N21°54'24"W

318.54  
S86°04'36"W

227.67  
N88°04'36"E

51.80  
S86°04'36"W

113.51  
N39°56'13"E

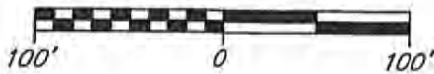
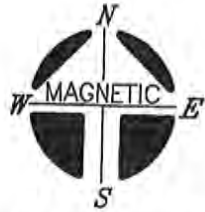
173.86  
N62°49'40"W

ASHLEY HASTINGS FAMILY LIMITED  
PARTNERSHIP 1 ETAL  
TAX MAP: 135C "B" PARCEL: 23.00  
PART OF MAGNOLIA TRACE  
P.B. 19, PG. 100  
ZONING: CH

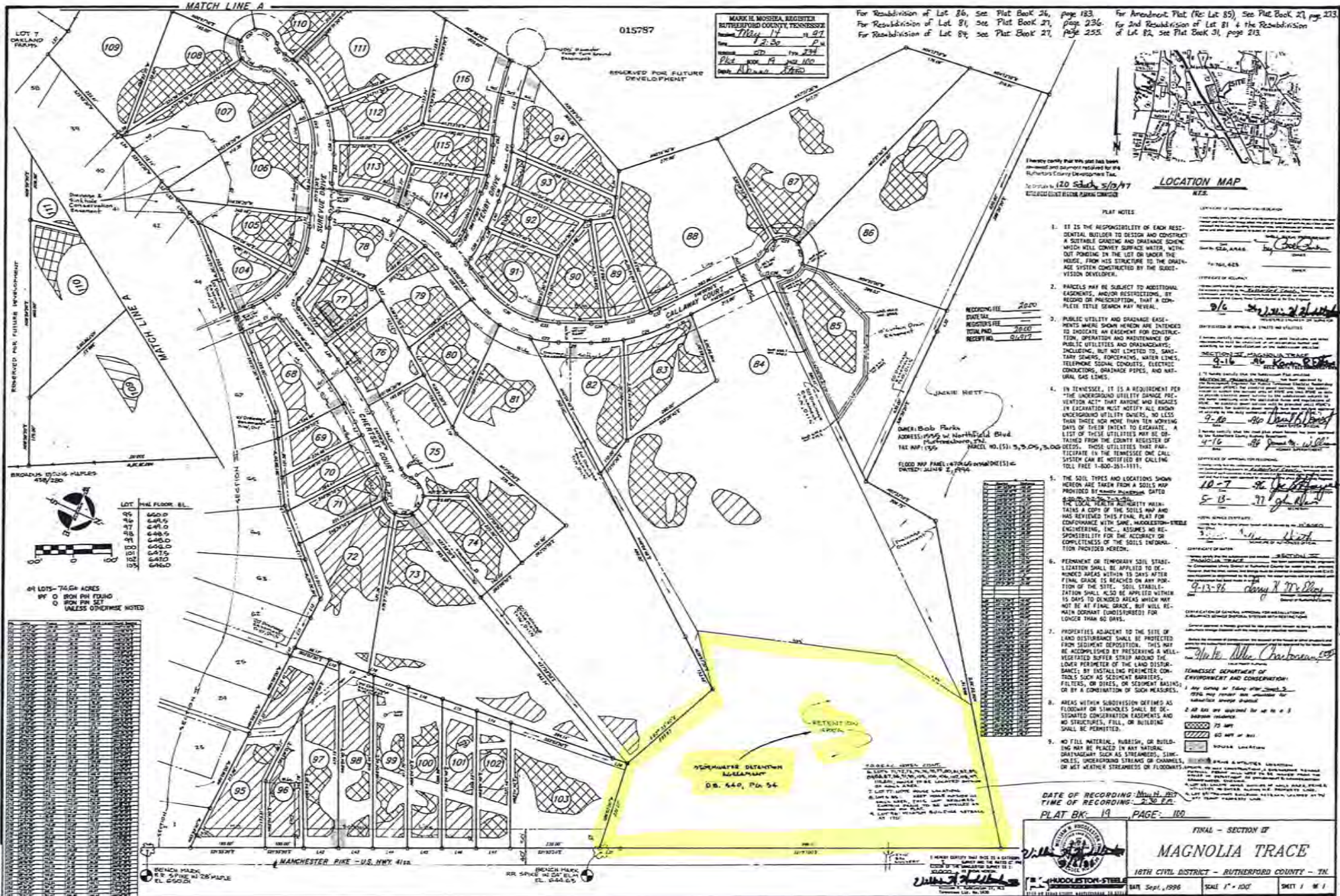
LOT 103  
MAGNOLIA TRACE  
P.B. 19, PG. 100  
ZONING: R-15

LOT 73  
MAGNOLIA TRACE  
P.B. 19, PG. 100  
ZONING: R-15

**RETENTION AREA EASEMENT  
ABANDONMENT  
HASTINGS PROPERTY**









## Matthew Blomeley

---

**From:** Katie Noel  
**Sent:** Sunday, October 6, 2019 8:42 PM  
**To:** Amelia E Kerr  
**Cc:** Matthew Blomeley  
**Subject:** Hastings Property Mandatory Referral

Amelia,

Amelia,

Please see my comments below for the Hastings Property Mandatory Referral.

This mandatory referral is to abandon drainage/detention easements that were recorded with the Magnolia Trace Subdivision in 1997. This easement was split by the construction of Joe B Jackson Parkway leaving portions both north and south of the new road. This request is to abandon the easements on the south side. These easements still serve a function to the community therefore the developer plans to modify the existing easements on the south side of Joe B Jackson to account to the lost storage volume.

Please apply the following comments/conditions to this mandatory referral.

1. The storage volume and functions of this easement need to be maintained.
2. Plans for any required improvements need to be approved by the development services department prior to the issuance of any required permits.
3. All work to transfer the functions of this easement to another property needs to be complete prior to starting any construction in these existing easements.
4. The quitclaim deed for this mandatory referral cannot be recorded until any work deemed necessary by the Development Services Division in the easement on the south side of Joe B Jackson Parkway has been completed and passed City inspection.

Please let me know if you need any additional information.

Thank you,

Katie Noel, PE, CPESC  
Project Engineer  
City of Murfreesboro

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Mandatory Referral for Installation of Private Irrigation Lines in Right-of-Way of Lannister Avenue

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

## Summary

Consider request to abandon a drainage easement located along North Tennessee Boulevard.

## Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommend approval on October 16, 2019.

## Background Information

In this mandatory referral [2019-723], Council is considering the installation of private irrigation lines within public right-of-way. Installation of the irrigation system for the Blackman Station development requires a private irrigation waterline under Lannister Avenue at the intersection of Manson Pike. The property owner will execute a Private Utility Crossing License Agreement to be prepared by the Legal Department.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Proper design and utilization of public infrastructure aids in the strong quality of life enjoyed by our citizens.

## Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials



**MEMORANDUM  
CITY OF MURFREESBORO  
LEGAL DEPARTMENT**

---

**TO:** Chair Jones and Members of the Planning Commission  
**FROM:** David A. Ives *DAI*  
**DATE:** October 16, 2019  
**RE:** Private Utility Crossing License Agreement

---

**MANDATORY REFERRAL**

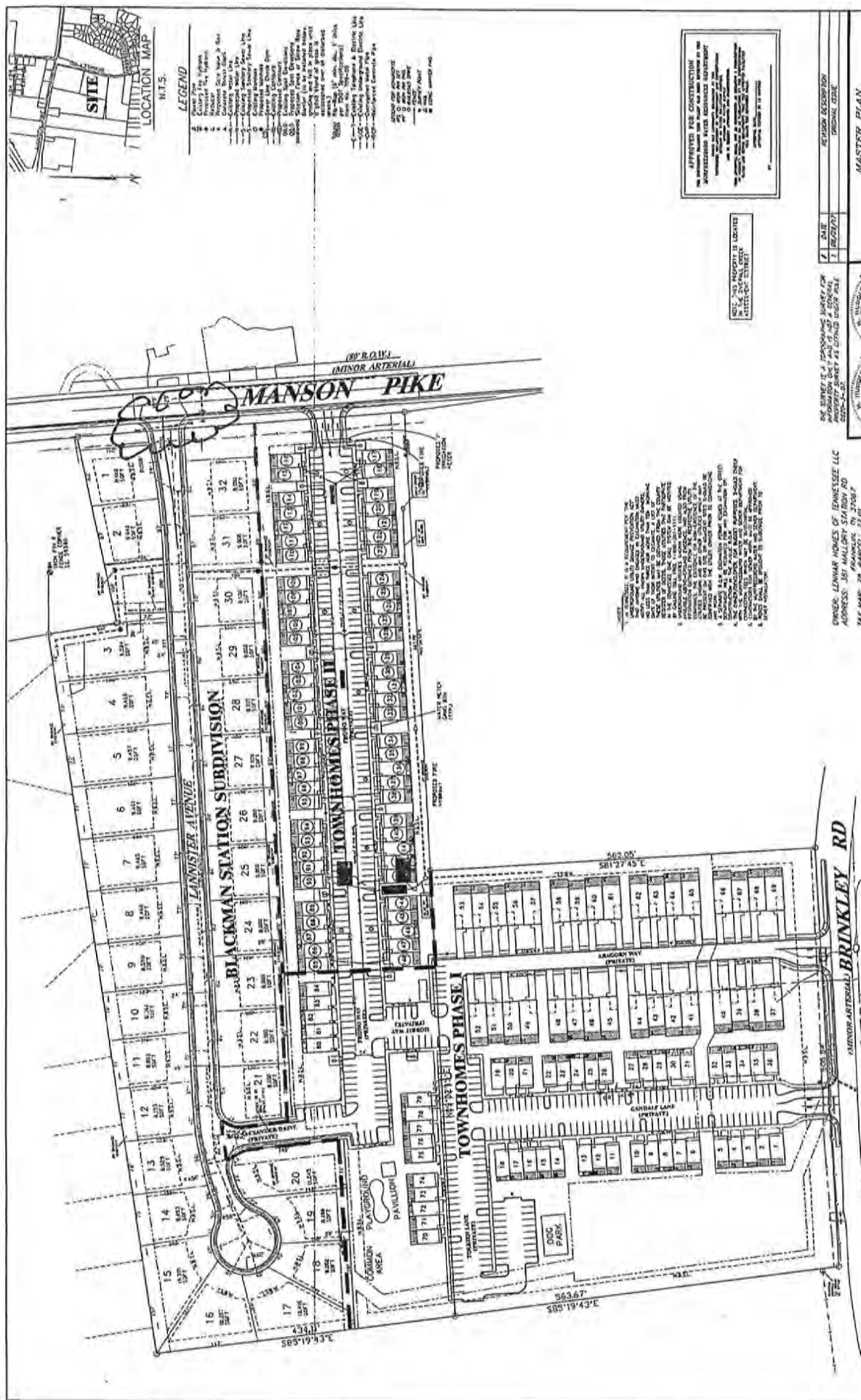
Installation of the irrigation system for Blackman Station Townhomes Phase II requires installation of a private irrigation waterline under Lannister Avenue at its intersection with Manson Pike. The location is substantially as shown on the attached Exhibit A.

The property owner will execute a Private Utility Crossing License Agreement to be prepared by the City Legal Department.

I request your recommendation of granting this License Agreement to City Council.

I will be happy to answer any questions.





THE DINNER IS A MEMORABLE MEETING FOR  
MURKIN, NOW ONE OF THE MOST IMPORTANT  
MEMBERS OF THE DINNER IS A MEMBER OF THE

MASTER PLAN

BLACKMAN STATION  
TOWNHOMES  
PHASE II

[illegible]

DATE: 11/07/2017	OFFICE: 12-0001
------------------	-----------------



OWNER: LENNAR HOMES OF TENNESSEE LLC

FRONT SETBACK 30'  
SIDE SETBACK 5'  
REAR SETBACK 15'

A diagram showing a compass rose with cardinal directions N, S, E, and W. A vertical scale is positioned to the right of the compass rose, with markings for 40, 70, and 100.

## COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Mandatory Referral for Abandonment of a Drainage Easement  
Along North Tennessee Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

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

---

### Summary

Consider request to abandon a drainage easement located along North Tennessee Boulevard.

### Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval on October 16, 2019.

### Background Information

In this mandatory referral [2019-722], Council is considering **abandoning a 20' drainage easement** on property located along North Tennessee Boulevard. The drainage easement is located along the eastern property line of the subject parcel adjacent to Wycliffe Court Apartments. The easement was recorded in 2004 with the plat for Section 13 of the Northwoods Subdivision. Applicant seeks to abandon the easement for **development of Brookwood Point Townhomes**. The Planning Department's Project Engineer, Katie Noel, supports its abandonment because no drainage facility is located within it. If approved by the City Council, staff recommends the following conditions of approval:

- 1) Applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) Applicant will be responsible for recording the aforementioned documents.

### 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*

Abandoning this easement will aid in the development of the property, which will, in turn, generate additional tax revenues for the City.

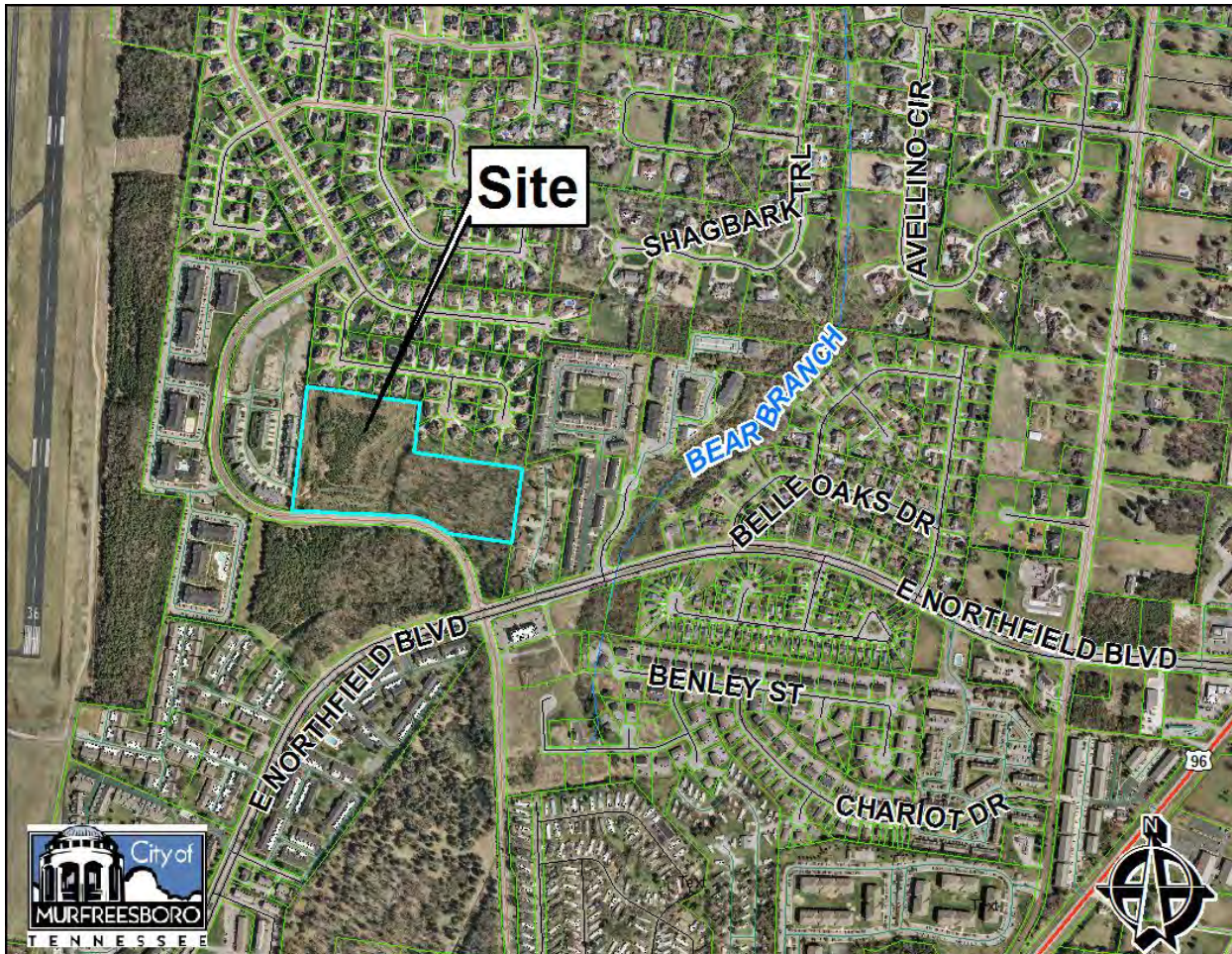
Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 16, 2019  
PROJECT PLANNER: AMELIA KERR**

**3.j. Mandatory Referral [2019-722] to consider the abandonment of a drainage easement on property located along North Tennessee Boulevard, SEC, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning a 20' drainage easement on property located along North Tennessee Boulevard. The drainage easement is located along the eastern property line of the subject parcel adjacent to Wycliffe Court Apartments. The easement was recorded in 2004 with the plat for Section 13 of the Northwoods Subdivision. A copy of the original plat has been included in the agenda packet for reference.

The applicant seeks to abandon the easement in conjunction with the development of Brookwood Point Townhomes. The Planning Department's Project Engineer,

Katie Noel, has reviewed the proposed easement abandonment and supports its abandonment, as it appears to be unnecessary because no drainage facility is located within it. An e-mail from Ms. Noel is included in the agenda packet for reference.

Staff recommends that the Planning Commission recommend approval of this request to the City Council. If approved by the City Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.

**SEC, Inc.**

**SITE ENGINEERING CONSULTANTS**

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

September 12, 2019

Mr. Matthew Blomeley  
Murfreesboro Planning & Engineering Dept  
111 W. Vine St  
Murfreesboro, Tennessee 37130

RE: Brookwood Point  
Drainage Easement Abandonment Request  
Murfreesboro, Tennessee

Dear Mr. Blomeley:

Please accept this as our formal request for the City of Murfreesboro to abandon the drainage easement that is shown on Plat Book 29 Page 3 on the west property line of Tax Map 81 Parcel 1.0. Furthermore, the attached exhibit highlights this area.

The easement was dedicated for future drainage with the recording of the final plat for Northwoods Subdivision Section 13. With the site development of the Brookwood Point Townhomes, this drainage easement is not necessary and is located within a protected wetlands area.

If the request is granted, SEC will complete a description and exhibit of the existing easement to be abandoned.

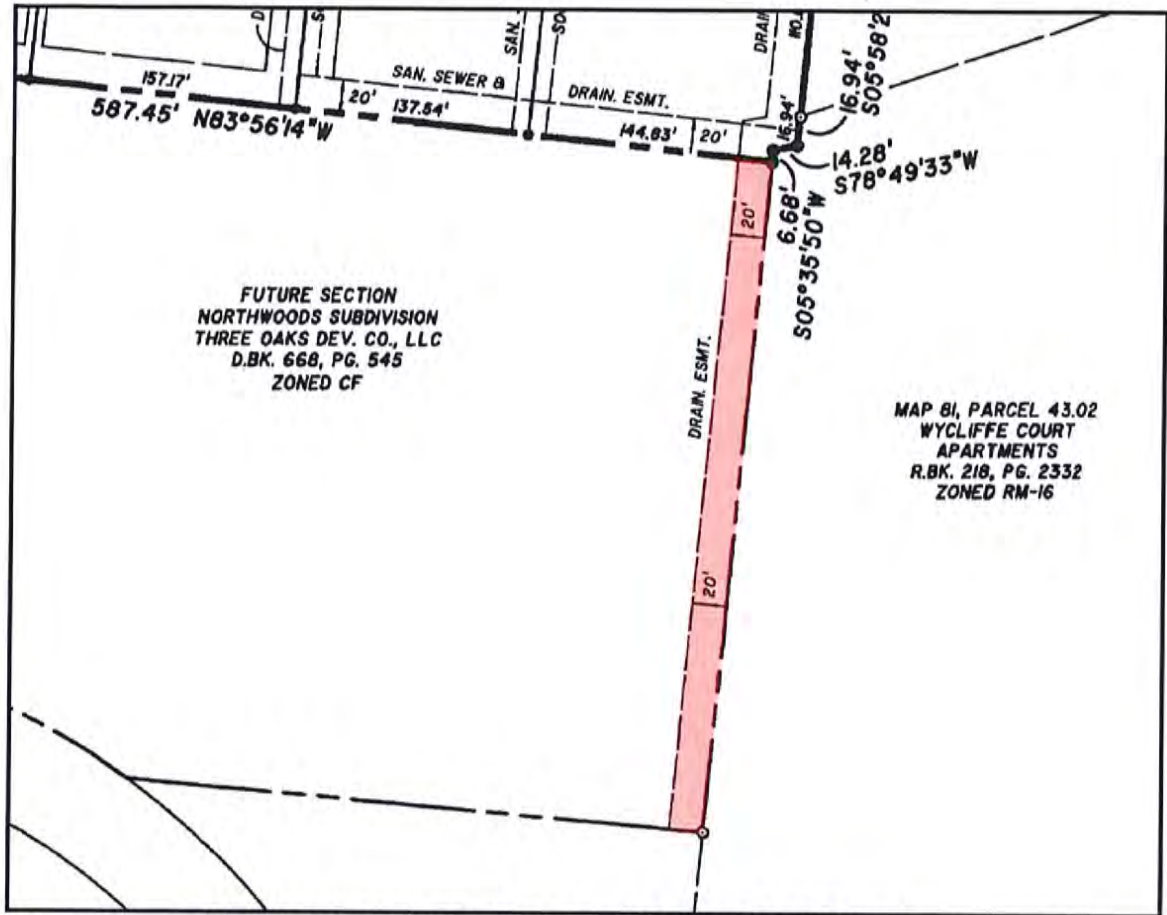
If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Sincerely,

*Matt Taylor*

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





Existing Easement Proposed To Be Abandoned

## Matthew Blomeley

---

**From:** Katie Noel  
**Sent:** Sunday, October 6, 2019 8:53 PM  
**To:** Amelia E Kerr  
**Cc:** Matthew Blomeley  
**Subject:** Brookwood Point Mandatory Referral

Amelia,

Please see the following comment for the Brookwood Point Mandatory Referral:

Engineering Staff support the abandonment of the 20' Drainage Easement on the east side of the Brookwood Point Development as there is no drainage facility located within this easement.

Please let me know if you need any additional information.

Thank you,

Katie Noel, PE, CPESC  
Project Engineer  
City of Murfreesboro

## COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Sale of property at 912 Dashiell Street

Department: Administration

Presented by: Gary Whitaker

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

---

### Summary

Sale of property located at 912 Dashiell Street.

### Staff Recommendation

Approve sale of property for \$1.7 million to current tenant Univar USA Inc.

### Background Information

In 1956, the City acquired the property located at 921 Dashiell Street as part of an Industrial Development Board (IDB) development project. In 1976, the IDB bonds were retired and **the building's** tenant, Van Rogers & Co., a distributor of industrial chemicals, continued to lease the property. Van Rogers & Co. later became Univar USA Inc. Univar currently leases the property as a distribution facility. The current rent on the property is \$6,400 per month. The lease provides an option to extend at that rate until 2024. Continuation of the lease after expiration is uncertain and the property is not suitable for City uses.

A subsidiary of Univar USA, Univar Solutions USA, Inc. has agreed to purchase the property for \$1,700,000. An appraisal of the property in October 2018 valued the property slightly higher. That appraisal, however, did not adjust for potential limitations on the sale of this property and subsequent maintenance of the property should the current lessee terminate the lease. After consideration of such an adjustment, staff believes the proposed price represents fair market value. Moreover, staff believes that the benefit of selling this property returns to the community a greater return than the rental income. Currently, the property returns only 55% of its value at the City's current cost of capital and standard terms of borrowing.

Lastly, because Univar will own the property, the company plans to relocate and consolidate some other facilities to this Murfreesboro location. This would provide additional economic benefits to the community through jobs and enhanced revenue.



## Council Priorities Served

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

Selling excess property provides capital that can be utilized to meet the current capital investment demands of the community. Moreover, this sale will create the potential for additional jobs and enhanced tax revenue.

### Fiscal Impacts

The City will receive \$1.7 million cash that can be used for the Community Investment Program offsetting debt.

### Attachments:

Agreement for Conveyance of Real Estate to Univar Solutions USA, Inc.

## **AGREEMENT FOR CONVEYANCE OF REAL ESTATE**

This Agreement for Conveyance of Real Estate ("Agreement") is by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation ("City"), and UNIVAR SOLUTIONS USA, INC., a Washington corporation ("Buyer").

### **RECITALS**

A. City is the owner of a tract containing approximately 5.2 acres of improved property located at 912 Dashiell Street in Murfreesboro, Tennessee, being more particularly described on Exhibit A attached hereto (the "Property"); and

B. Buyer and Buyer's corporate predecessors have occupied the Property under a lease from the Seller since 1956. Buyer now desires to purchase from Seller and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereby agree to the terms and provisions of the Agreement as follows:

### **1. CONVEYANCE**

1.1. In consideration of the covenants contained herein, and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to convey and Buyer agrees to accept the Property together with all improvements, appurtenances, rights, privileges, easements and advantages belonging thereto.

### **2. SURVEY; TITLE COMMITMENT**

2.1. Within 20 business days following the Effective Date, Buyer shall, at Buyer's expense:

2.1.1. cause a boundary survey of the Property (the "Survey") to be prepared by a surveyor selected by Buyer, reasonably approved by City and duly licensed to perform said services within the State of Tennessee, to determine the true and accurate boundary lines and legal description, square feet contained in, and easements affecting the Property, and prepared in a manner satisfactory to the title company reasonably selected by Buyer to issue title insurance on the Property (the "Title Company") and to delete the standard survey exception; and

2.1.2. obtain from the Title Company a commitment with respect to the Property, together with copies of all exception documents referenced in such commitment (the "Title Commitment").

2.2. City shall have 10 business days after delivery of the Survey to review and provide comments to same. City and Buyer agree that the legal description of the Property to be set forth in the deed from City to Buyer shall conform to the Survey.

2.3. Buyer shall have 10 business days after receipt of the Survey and Title Commitment to accept or reject same in whole or in part. If Buyer objects to all or any portion of the Survey or the Title Commitment, Seller shall, within 5 business days after receipt of such objection, respond to same. Seller will reasonably cooperate with Buyer to cure Buyer's objections. Buyer shall have 10 business days after receipt of Seller's objection response (or 10 business days after the due date for Seller's response, if no response is given) to either terminate this Agreement or proceed to closing, the expiration of such 10 day period being deemed the end of the "Evaluation Period" under this Agreement.

2.4 Buyer shall have until closing to confirm both its ownership of the adjacent rail track and its insurable permanent access right to use same. If Buyer is dissatisfied with the ownership or access to and over the rail track for any reason, in Buyer's sole and absolute judgement, Buyer may terminate this Agreement at or prior to Closing.

2.5. Buyer acknowledges that the Property is subject to City-wide Design Guidelines as adopted by the Murfreesboro Planning Commission.

### **3. CONSIDERATION**

3.1. The consideration for the conveyance of the Property by the City shall be an amount equal to \$1,700,000.00 (the "Purchase Price"), payable in "good funds" at Closing.

### **4. CLOSING**

4.1. The closing of the conveyance of the Property shall be held on the 20<sup>th</sup> calendar day after the end of the Evaluation Period; provided, however, in no event will the closing be later than December 31, 2019 (the "Closing Date"). The closing shall be coordinated by the Title Company, and Buyer and Seller will deliver executed original documents and funds to the Title Company on or before the Closing Date. Notwithstanding this paragraph, Buyer and City may close earlier than the Closing Date if both parties agree.

### **5. CONVEYANCE DOCUMENTS**

5.1. At the Closing, City and Buyer, as applicable, shall execute and deliver to each other the following documents and such other documents and instruments of assignment and transfer as each party may reasonably require from the other in form and substance reasonably acceptable to the party from whom same is requested.

5.1.1. City shall execute and deliver to Buyer a good and valid Special Warranty Deed in form and substance reasonably acceptable to Buyer, conveying to Buyer good and marketable fee simple title to the Property without exceptions except as such exceptions may be approved by Buyer during the Evaluation Period.

5.1.2. City shall execute and deliver to Buyer an owner's affidavit or other documentation sufficient to allow title to the Property to be insured to Buyer without exceptions for liens for services, labor or materials, or for rights or claims of parties in possession not shown



by the public records.

**6. CLOSING COSTS**

6.1. City shall be responsible for the payment of: the premiums for an Owner's policy of title insurance issued pursuant to the Title Commitment in the amount of the Purchase Price, all fees, costs and expenses incurred by City in connection with or relating to City's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by City, except as specified herein; and, City's attorneys' fees.

6.2. Buyer shall be responsible for the payment of: all costs incurred by Buyer during the Evaluation Period; all recording fees, costs, taxes and charges incurred in connection with recording the deed from City to Buyer; except as otherwise set forth herein, all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Buyer, and Buyer's attorneys' fees.

**7. REAL ESTATE COMMISSIONS AND FEES**

7.1. Under no circumstances shall City or Buyer be responsible in whole or in part for any real estate commission or fee in connection with the conveyance of the Property. Each party represents and warrants to the other that no real estate broker or agent other than as set forth above is entitled to the payment of a commission or compensation with respect to the actions of such party in connection with the execution of this Agreement or the conveyance of the Property. Each party shall indemnify and save the other party wholly harmless against any loss, cost or other expense, including reasonable attorney's fees that may be incurred by such other party by reason of any breach of the foregoing warranty.

**8. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE**

8.1. The obligation of Buyer to close the transaction contemplated herein is subject to the following conditions precedent:

8.1.1. On the Closing Date, City shall have performed all covenants and agreements of City contained herein, and all representations and warranties of City contained herein shall be true and accurate;

8.1.2. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, proposed or issued by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could adversely affect Buyer ability to accept and utilize the Property;

8.1.3. On the Closing Date, the Title Company shall be prepared to issue a title policy insuring Buyer's interest in the Property subject only to those matters that Buyer has approved pursuant to this Agreement.

8.1.4. On the Closing Date, Buyer shall have confirmed, to Buyer's satisfaction, in Buyer's sole and absolute judgement, both Buyer's ownership of the adjacent rail track and Buyer's insurable permanent access right to use same.

**9. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CITY**

9.1. City covenants, represents and warrants to Buyer that:

9.1.1. City has not received or issued any actual notice that the Property is not in compliance with any applicable statute, ordinance, rule, regulation, requirement or code;

9.1.2. There are no encumbrances, liens or charges of any kind upon the Property which will not be satisfied and discharged in full by City and released, on or before or as soon as reasonably possible after the Closing Date, in form reasonably satisfactory to Buyer; and, provided further, that if any encumbrance, lien or charge shall not be timely satisfied, discharged and released, City shall hold Buyer harmless from, and indemnify Buyer against, any and all damages caused thereby;

9.1.3. After the Effective Date, City will not enter into any contract, agreement or other arrangement, written or oral, relating to the ownership, use or operation of the Property, which will interfere with Buyer's intended use of the Property;

9.1.4. There is no pending nor, to the best of City's actual knowledge, threatened litigation that does or will materially and adversely affect the Property or its value or that does or will materially and adversely affect City and its ownership of the Property;

9.1.5. City has good and marketable fee simple title to the Property, and has not previously sold, transferred or assigned, agreed to sell, transfer or assign, and on or before the Closing Date will not agree to sell, transfer or assign all or any part of, or any interest, beneficial or otherwise, in, the Property to any other person or entity;

9.1.6. There are no taxes or assessments on the Property which are presently due and payable;

9.1.7. The City will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations; and

9.1.8. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing, shall not merge into the documentation from this transaction, and shall survive the closing of this transaction. City shall notify Buyer of any material change which occurs in or pertaining to the foregoing warranties and representations

from the date hereof through the Closing Date.

9.1.9. Buyer having been in sole and exclusive possession of the Property since 1956, City makes no representation or warranty as to the condition of any of the improvements on the Property and Buyer accepts all such improvements "As Is, and With All Faults."

**10. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER**

10.1 Buyer covenants, represents and warrants to City that:

10.1.1. Buyer understands that, at any time, the Property may be made subject to a governmental district, zone or agreement dedicating or allocating sales taxes, property taxes or other tax proceeds generated on or from the Property or uses thereof, for a special use or uses and Buyer agrees for itself and, by inclusion of a provision in all subsequent deeds or leases of the Property, for any and all future owners and tenants of its Property to consent and raise no objection to any such district, zone or agreement, provided said action does not prevent Buyer from developing the Property for its intended purpose and provided further that said action does not increase the amount of tax paid by Buyer or subsequent owners or tenants of the Property.

10.1.2. Buyer acknowledges that City shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Buyer's proposed use or development of the Property would be subject if the Property were being sold by a private person or entity rather than a municipal government. Approval of this Agreement or any of its terms or provisions shall not in any way function as a substitute for any approval of any use or development of the Property by Buyer which is otherwise required by local, state or federal law.

10.1.3. By executing this Agreement Buyer is representing that it is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Buyer represents and commits that no compensation, kickback, gratuity, or other payment or gift of value will be made by Buyer or any intended owner or tenant of the Property to any of the individuals hereinabove mentioned; ordinary campaign contributions are not hereby prohibited.

10.1.4. Buyer will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

10.1.5. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing, shall not merge into the documentation from this



transaction, and shall survive the closing of this transaction. Buyer shall notify City of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Date.

#### **11. ENVIRONMENTAL INDEMNIFICATION**

11.1. In recognition of the fact that Buyer and Buyer's corporate predecessors have been in sole and exclusive possession of the Property since 1956, Buyer shall and does hereby agree to indemnify and hold City harmless from and against all losses, costs, damages, expenses, claims and liabilities, including reasonable attorneys' fees, arising out of or in connection with Buyer's use or maintenance of the Property involving the use, handling, storage, disposal, treatment or release of hazardous substances, hazardous waste or hazardous material, as such terms are defined in any applicable statute, ordinance, rule, regulation, requirement or code, the removal of which is required or the maintenance of which is prohibited or penalized thereby.

11.2. This Environmental Indemnification shall survive the Closing, whether or not referenced in any deed or other recorded document.

#### **12. CONDEMNATION**

12.1. If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, and City and Buyer shall be released from further liability to each other under this Agreement. The term "Substantial Portion" shall mean a portion of the Property which will render the Property unsuitable for development as intended by Buyer if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

12.2. If on or before the Closing Date less than a Substantial Portion of the Property becomes the subject of a pending or threatened condemnation or similar proceeding, or is taken through any power of eminent domain, Buyer shall have the option, exercisable by written notice to City on or before the earlier of: (a) the Closing Date; or (b) the expiration of 30 days after Buyer's receipt of notice of such taking or pending or threatened condemnation or similar proceeding, either: (i) to terminate this Agreement in which event City and Buyer shall be released from further liability to each other under this Agreement; or (ii) to close the purchase of the Property under the terms hereof, in which event City shall: (a) assign to Buyer all of City's right, title and interest in and to such pending or threatened condemnation or similar proceeding and all sums payable to City in connection therewith; and (b) fully cooperate with Buyer in Buyer's defense and settlement of such pending or threatened condemnation or similar proceeding.

#### **13 TAXES**

13.1. Real property ad valorem taxes upon the Property assessed for the year in which the closing occurs, regardless of when due and payable, shall be prorated. If the amount of such taxes for the year in which the Closing Date occurs cannot reasonably be determined, the apportionment of such taxes shall be based upon the amount thereof for the next preceding tax

year which shall be readjusted when the amount of such taxes is finally determined.

**14. DEFAULT PRIOR TO CLOSING**

14.1. If either party breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by a party in this Agreement is untrue, false or incorrect, or if a party shall not have performed any of that party's obligations herein set forth prior to Closing, then the other party shall be entitled to either, as its sole and exclusive remedies:

14.1.1. Close the transaction contemplated by this Agreement, thereby waiving such breach, default or failure; or

14.1.2. Postpone closing hereunder for 30 days, or such longer period of time as the non-breaching party may designate, during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either to waive pursuant to 14.1.1 above or terminate this Agreement, after which City and Buyer shall be released from further liability to each other under this Agreement.

14.1.3. In addition to the above, Buyer will have the remedy of actual damages, including, without limitation, attorneys fees; provided, however, in no event shall Buyer be entitled to recover lost profits or other special or consequential damages, or to an award of specific performance.

**15. APPLICABLE LAW**

15.1. The validity, construction, interpretation and performance of this Agreement shall always be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary, and venue for any action concerning it shall be in Rutherford County, Tennessee.

**16. TIME**

16.1. Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event a Force Majeure event impacts City's or Buyer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time of performance.

**17. ENTIRE AGREEMENT**

17.1. Buyer and City agree that this Agreement contains or incorporates the entire agreement between the parties. The terms of this Agreement shall apply to and bind the heirs, successors and assigns of the parties.

17.2. This Agreement shall not be construed in favor of Buyer on the basis that it was drafted

by City or on the basis that City is a governmental entity. It shall be construed, in the event interpretation is necessary, with due consideration for the representations made by Buyer, both oral and written, to City and to City's representatives, the Murfreesboro Gateway Commission, and the Murfreesboro City Council. Buyer shall be deemed to be fully familiar with City's laws and regulations applicable to the Property and City shall have no special duty to specifically disclose or discuss its laws and regulations applicable to land development with Buyer.

**18. NOTICES TO CITY AND BUYER**

18.1. Any notice required or permitted hereunder shall be given in writing either: (i) by personal delivery, in which event such notice shall be effective upon receipt; (ii) by telefax or other similar telephonic transmission, or by email or other similar electronic transmission, in which event such notice shall be effective upon transmission; or (iii) by Federal Express or other similar overnight courier service, in which event such notice shall be effective upon the earlier of receipt by the addressee or the day promised for delivery by such courier service, or if said day is not a business day, on the first business day following the day promised for delivery by such courier service; or (iv) by United States registered mail, return receipt requested, in which event such notice shall be effective upon deposit. All such written notices shall be addressed to the parties identified below:

18.1.1 If to City:

City of Murfreesboro  
Attn: Gary Whitaker, Assistant City Manager  
111 W. Vine Street  
Murfreesboro, TN 37130  
Telephone: (615) 849-2629  
Facsimile: (615) 849-2679  
Email: [gwhitaker@murfreesborotn.gov](mailto:gwhitaker@murfreesborotn.gov)

with a copy to:

City of Murfreesboro  
Attn: David A. Ives, Deputy City Attorney  
111 W. Vine Street  
Murfreesboro, TN 37130  
Telephone: (615) 849-2616  
Facsimile No: (615) 849-2662  
Email: [dives@murfreesborotn.gov](mailto:dives@murfreesborotn.gov)

18.1.2 If to Buyer:

Univar USA Inc.  
Attn: Real Estate / Vishal Shinde  
3075 Highland Parkway, Suite 200  
Downers Grove, Illinois 60515  
Telephone: (708) 603-4230  
Email: [vishal.shinde@univar.com](mailto:vishal.shinde@univar.com)

with a copy to:

Univar USA Inc.  
Attn: Debra Cromer, Manager Real Estate Services  
2500 Warrenville Road  
Downers Grove, Illinois 60515



Telephone: (331) 775-9784  
Email: [debra.cromer@univar.com](mailto:debra.cromer@univar.com)

and: Wilson, Cribbs & Goren, P.C.  
Attn: Tiffany Soltis  
2500 Fannin Street  
Houston, Texas 77002  
Telephone: (713) 547-8505  
Facsimile: (713) 229-8824  
Email: [tsoltis@wcglaw.com](mailto:tsoltis@wcglaw.com)

**19. EFFECTIVE DATE**

19.1. This Agreement shall take effect and become legally binding upon both parties on the date of execution by the last party to sign, after approval by the Murfreesboro City Council (the "Effective Date").

**IN WITNESS WHEREOF**, this Agreement has been executed by City and Buyer on the dates set forth below their respective signatures hereto.

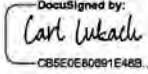
**CITY:**

CITY OF MURFREESBORO

By: \_\_\_\_\_  
Name: Shane McFarland  
Title: Mayor  
  
Date: \_\_\_\_\_

**BUYER:**

UNIVAR USA, INC.

By:   
Name: Carl Lukach  
Title: Executive Vice President, Chief Financial Officer  
  
Date: 10/16/2019

**ACKNOWLEDGED:**

\_\_\_\_\_  
Melissa Wright, City Recorder

**APPROVED AS TO FORM:**

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

Approved by Murfreesboro Planning Commission: \_\_\_\_\_

Approved by Murfreesboro City Council: \_\_\_\_\_

Exhibit A

The Property

A certain piece, parcel or tract of real property situated within the corporate limits of the City of Murfreesboro and in the 13th civil district of Rutherford County, State of Tennessee, bounded and described as follows:

Being Sections 14 and 15 of Block "C" of the Lytle Industrial Addition, plat of which appears of record in the Register's Office of Rutherford County, Tennessee, in Book 101, page 32, to which reference is hereby made; and being more particularly described as follows:

Beginning on an iron pin at the southwestern corner of the Intersection of Scott Street (formerly Commerce Street) and Dashiel Street (formerly Faircloth Street) and running thence south 43 deg. 30' west 459.6 feet to the center of the main line of the N. C. & St. L. Railway; thence with the center of the main line of the N. C. & St. L. Railway north 38 deg. 43' west 700.1 feet to a spike in the center of said main line; thence north 84 deg. East 479.5 feet to an iron pin in the southwestern margin of Scott Street (formerly Commerce Street); thence with the southwestern margin of Scott Street (formerly Commerce Street) south 46 deg. 30' east 382.1 feet to the point of beginning; containing 5.2 acres, more or less, according to survey of Turner Engineering Company, Surveyors, made on January 25, 1955.

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Habitat for Humanity Acquisition of Property – 523 Castle Street

Department: Community Development

Presented by: Sam A. Huddleston, Acting Director

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

---

## Summary

Approval of the Sub-Recipient Agreement.

## Staff Recommendation

Approve Sub-Recipient Agreement with Habitat for Humanity.

## Background Information

The CDBG Year Five Action Plan includes CDBG funding of Property Acquisition for affordable housing proposed by Habitat for Humanity. Habitat for Humanity has purchased the property at 523 East Castle with the plan to build a new affordable home and has requested reimbursement from CDBG funds. A Sub-Recipient Agreement is needed before CDBG funding can be provided. No City matching funds are required.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Project will provide affordable housing options for low- and moderate-income families.

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

Project leverages Federal grant funding and matching funds from Habitat for Humanity to provide affordable housing in our community.

### *Engaging Our Community*

Public notice and public outreach activities were conducted to notify the community of the CDBG Year Five Action Plan and availability of funding.

## Fiscal Impacts

Funding for the \$30,000 will come from CDBG Federal allocation. Administrative costs for Community Development staff will be funded through CDBG allocations for Administration.

## Attachments:

1. Reimbursement Request Habitat for Humanity





Rutherford County Area  
**Habitat**  
for Humanity®

August 9, 2019

Patty Pope  
Murfreesboro Community Development  
211 Bridge Ave., Room 136  
Murfreesboro, TN 37129

RE: CDBG Funding

Dear Patty,

Please accept this letter as a request to funds for reimburse to the Rutherford County Area Habitat for Humanity, Inc. (RCHFH) \$30,000.00 for the purchase of 523 Castle Street in Murfreesboro from the Murfreesboro Housing Authority.

Attached is the Sales Contract as proof of our intent to purchase the property. We are scheduled close on August 23, 2019. Afterwards, I will submit to you the legal documents as required for reimbursement.

RCHFH intends to build a new, energy-efficient home for a low-income family in September with an anticipated completion by December 2019.

We are grateful for the continued partnership with the City of Murfreesboro. Your support will ensure Rutherford County Area Habitat for Humanity will continue to provide affordable homeownership opportunities in Rutherford County.

Please let me know if you have any questions.

In Partnership,

Terri Shultz  
Executive Director

## **CONTRACT OF SALE**

This Contract of Sale made and entered into on this the 6 day of August, 2019, by and between MURFREESBORO HOUSING AUTHORITY, hereinafter referred to as "Seller," and RUTHERFORD COUNTY AREA HABITAT FOR HUMANITY, INC., hereinafter referred to as "Buyer."

### **WITNESSETH:**

That upon the terms and conditions hereinafter stated, Seller has sold and agrees to convey, and Buyer has purchased and agrees to accept and pay for that certain parcel of real estate known as 523 E. CASTLE STREET, MURFREESBORO, TN 37130 ("Property").

1. **TERMS OF SALE:** The purchase price for the property shall be THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS to be paid by the Buyer to the Seller at closing.
2. **CONVEYANCE AND TITLE:** Upon the payment of the total cash consideration, Seller agrees to execute and deliver to Buyer a good and sufficient warranty deed, conveying fee simple title of the property to Buyer, free and clear of all encumbrances, applicable zoning ordinances on the property, and easements and other encumbrances of record.
3. **TAXES:** The 2019 taxes shall be prorated between the parties, with the seller paying any current or back taxes currently due and owing on the property. All taxes from 2019 forward shall be the responsibility of the Buyer.
4. **CLOSING DATE:** The closing shall be held on or before August 23, 2019, at the law office of Atwood & Moore, Attorneys, 144 Uptown Square, Murfreesboro, Tennessee 37129. Both parties are in agreement that the documents shall be prepared by and the closing conducted by the law firm of Atwood & Moore.
5. **CLOSING COSTS:** Buyer shall be responsible for all closing fees associated with the purchase of this property including, but not limited to a closing fee, document preparation, title search, owner's title insurance policy and recording fees associated with this purchase.
6. **POSSESSION:** Possession of the property is to be given by Seller to Buyer upon closing.
7. **SUCCESSORS:** The rights and obligations of Buyer and Seller under this Contract shall inure to the benefit of and be binding upon all successors, heirs and assigns of the parties.
8. **BINDING CONTRACT:** The provisions of this Contract shall survive the closing.
9. **ATTORNEYS FEES:** In the event of a dispute between the parties pursuant to the terms of this Contract, the prevailing party shall be entitled to collect reasonable attorney's fees and discretionary costs.
10. **CONTROLLING LAW:** The parties agree that this Contract is made and in pursuant to and shall be controlled by the law of the State of Tennessee.

11. ENTIRE AGREEMENT: This Contract constitutes the sole and entire agreement between the parties and no modification hereof shall be binding unless attached hereto and signed by each party to this Contract. The representations, promises and inducements included in this Contract shall be binding upon and inure to each of the parties hereto, their respective successors and assigns.

12. WARRANTY: The property is being purchased "as is" with no expressed or implied warranty of habitability or fitness. Seller shall not provide a survey of the property. The Seller shall not be responsible for an environmental Phase I or Phase II study or report. The Buyer assumes all responsibility and/or risk for any environmental situation that may exist on the property. In this regard, it is specifically understood and agreed by and between the parties that the Seller is not furnishing a survey, or any environmental Phase I report or study, and if these items are desired by the Buyer, Buyer shall have these inspections performed and documents issued to Buyer at Buyer's sole expense before the date of closing. In no event, however, shall the result of any investigation, study or report make this Contract null and void under any circumstances.

BUYER

RUTHERFORD COUNTY AREA HABITAT  
FOR HUMANITY, INC.



By: Terri Shultz, Executive Director

SELLER:

MURFREESBORO HOUSING AUTHORITY



By:

Title: *Executive Director*



# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0285



## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number 085439	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower Rutherford County Area Habitat for Humanity, Inc. 850 Mercury Blvd. Murfreesboro, TN 37130	E. Name and Address of Seller Murfreesboro Housing Authority 415 N. Maple Street Murfreesboro, TN 37130	F. Name and Address of Lender
---	--	-------------------------------

G. Property Location 523 E. Castle St. Murfreesboro, TN 37130	H. Settlement Agent Atwood & Moore, Attorney at Law
	I. Settlement Date 10/06/17

## J. SUMMARY OF BORROWER'S TRANSACTION:

100. GROSS AMOUNT DUE FROM BORROWER	
101. Contract sales price	30,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	863.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	

120. GROSS AMOUNT DUE FROM BORROWER	30,863.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. TOTAL PAID BY / FOR BORROWER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER	
301. Gross amount due from borrower (line 120)	30,863.00
302. Less amounts paid by/for borrower (line 220)	
303. CASH FROM BORROWER	30,863.00

## K. SUMMARY OF SELLER'S TRANSACTION:

400. GROSS AMOUNT DUE TO SELLER	
401. Contract sales price	30,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	

420. GROSS AMOUNT DUE TO SELLER	30,000.00
500. REDUCTIONS IN AMOUNT TO SELLER	
501. Excess Deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loans taken subject to	0.00
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
610. City/town taxes to	
611. County taxes to	
612. Assessments to	
613.	
614.	
615.	
616.	
617.	
618.	
619.	

520. TOTAL REDUCTION AMOUNT DUE SELLER	
600. CASH AT SETTLEMENT TO OR FROM SELLER	
601. Gross amount due to seller (line 420)	30,000.00
602. Less reduction amount due to seller (line 520)	
603. CASH TO SELLER	30,000.00

UBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) Instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and for Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

L. SETTLEMENT CHARGES:		File Number: 085439	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
00.	TOTAL SALES/BROKER'S COMMISSION based on price \$	@		
Division of commission (line 700) as follows:				
01.	\$ to			
02.	\$ to			
03.	Commission paid at Settlement			
04.		P.O.C.		
100.	ITEMS PAYABLE IN CONNECTION WITH LOAN			
101.	Loan Origination Fee %			
102.	Loan Discount %			
103.	Appraisal Fee to			
104.	Credit Report to			
105.	Lender's Inspection Fee to			
106.	Mtg. Ins. Application Fee to			
107.	Assumption Fee to			
108.				
109.				
110.				
111.				
112.				
113.				
114.				
115.				
200.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
201.	Interest from to @\$ /day			
202.	Mortgage Insurance Premium to			
203.	Hazard Insurance Premium yrs. to			
204.				
205.				
300.	RESERVES DEPOSITED WITH LENDER FOR			
301.	Hazard Insurance mo. @\$ / mo.			
302.	Mortgage Insurance mo. @\$ / mo.			
303.	City property taxes mo. @\$ / mo.			
304.	County property taxes mo. @\$ / mo.			
305.	Annual Assessments mo. @\$ / mo.			
306.	mo. @\$ / mo.			
307.	mo. @\$ / mo.			
308.	Aggregate Reserve for Hazard/Flood Ins. City/County			
400.	TITLE CHARGES		95.00	
401.	Settlement or closing fee to Atwood & Moore, Attorneys at Law			
402.	Abstract or title search to			
403.	Title examination to			
404.	Title Insurance binder to		95.00	
405.	Document preparation to Atwood & Moore, Attorneys at Law			
406.	Notary fees to		175.00	
407.	Attorney's fees to Atwood & Moore, Attorneys at Law			
	(includes above item No: )		374.00	
408.	Title Insurance to Atwood & Moore, Attorneys at Law			
	(includes above item No: )			
409.	Lender's coverage			
410.	Owner's coverage 30,000.00			
411.				
412.				
413.				
500.	GOVERNMENT RECORDING AND TRANSFER CHARGES		13.00	
501.	Recording fees Deed \$ 13.00 ; Mortgage \$ ; Releases \$			
502.	City/county/stamps Deed \$ ; Mortgage \$		111.00	
503.	State tax/stamps Deed \$ 111.00 ; Mortgage \$			
504.				
505.				
600.	ADDITIONAL SETTLEMENT CHARGES			
601.	Survey to			
602.	Pest inspection to			
603.				
604.				
605.				
606.				
607.				
608.			883.00	0.00
700.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

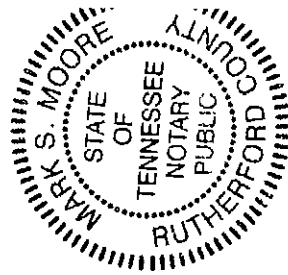
Rutherford County Area Habitat for Humanity, Inc.

By: Terri Shultz, Executive Director

Murfreesboro Housing Authority

By: L. Thomas Rowe, Executive Director

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



The actual consideration of value, whichever is greater, for this transfer is \$30,000.00.

*Devin Shuster*  
Affiant

Subscribed and sworn to before me, this the 23<sup>rd</sup> day of August, 2019.

*Mark S. Moore*  
Notary Public

My commission expires: *7/1/2022*  
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**

Atwood & Moore, Attorneys at Law  
144 Uptown Square, Murfreesboro, TN 37129

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Rutherford County Area Habitat for Humanity, Inc.	Same	102D/D/17
850 Mercury Blvd.		
Murfreesboro, TN 37130		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE,

**Murfreesboro Housing Authority**

HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO

**Rutherford County Area Habitat for Humanity, Inc., a Tennessee not for profit company,**

HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN RUTHERFORD COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

The following land is situated in the County of Rutherford, State of Tennessee, and described as follows:

Beginning on an iron pipe on the North side of East Castle Street, between High and University Streets, at the SE corner of a lot sold by Scales to McGowan (sic), 43.5 feet East of alight pole; thence East with the North margin of East Castle Street 50 feet to an iron pipe about 4 1/2 feet West of a small hackberry tree south of the fence lind, at the SW corner of a lot sold by Scales to Jackson; thence North 130 feet to an iron pipe in the fence line at the NE corner of this tract, and the NW corner of the Jackson tract; thence with the fence West 50 feet to an iron pipe at the NW corner of this lot, the NE corner of the lot sold to McGowan; thence with East line of the McGowan lot, South 130 feet to the point of beginning.

BEING the same property conveyed to Murfreesboro Housing Authority by Special Warranty Deed of record in Record Book 953, page 1712, of the Register's Office of Rutherford County, Tennessee.

THIS conveyance is subject to any and all matters as shown of record in the Register's Office of Rutherford County, Tennessee.


This is improved (X) Unimproved ( ) property, known as 523 E. Castle St., Murfreesboro, TN 37130



representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 23<sup>rd</sup> day of August, 2019.

Murfreesboro Housing Authority

  
By: L. Thomas Rowe, Executive Director

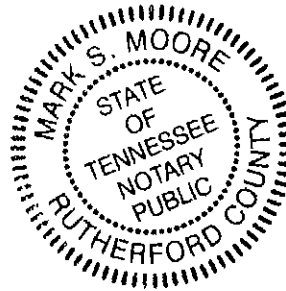
STATE OF TENNESSEE     )  
COUNTY OF RUTHERFORD    )

Before me, the undersigned, a Notary Public of said County and State, personally appeared **L. Thomas Rowe, Executive Director of Murfreesboro Housing Authority**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Executive Director of Murfreesboro Housing Authority**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by the said **L. Thomas Rowe as Executive Director**.

Witness my hand, at office, this 23<sup>rd</sup> day of August, 2019.

  
Notary Public

My Commission Expires: 11-20-2022



Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 1012538  
Rec'd: 10.00     Instrument #: 2224653  
State: 111.00  
Clerk: 1.00     Recorded  
Other: 2.00     8/23/2019 at 3:25 PM  
Total: 124.00     in  
Record Book 1805 Pgs 3535-3536

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

Item Title: Patterson Natatorium HVAC/Dehumidification Unit Contract

Department: Parks and Recreation

Presented by: Nate Williams, 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

Replacement of the HVAC/dehumidification unit replacement in the Patterson Community Center natatorium.

## Staff Recommendation

Approve The Comfort Group contract for HVAC/dehumidification work.

## Background Information

The HVAC/dehumidification unit at Patterson's pool has failed and is beyond repair. Enfinity Engineering, the project manager on rehabilitation of the Patterson natatorium, completed the design for a more efficient and effective unit to control air temperature and mitigate humidity in the natatorium. Replacement of the HVAC system was bid, and The Comfort Group presented the lowest bid.

## Council Priorities Served

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

A comfortable atmosphere with the Patterson natatorium provides pool patrons the best experience and increases the utility of this amenity.

## Fiscal Impacts

The cost of this work is \$984,161, and funds are designated in the CIP.

## Attachment:

Contract with The Comfort Group

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Murfreesboro (Owner) and  
The Comfort Group (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. Paterson Park Natatorium HVAC Unit Replacement which includes:
    - a. Replacement of the existing HVAC unit serving the pool area.
    - b. Replacement of the duct system associated with this HVAC unit.
    - c. Reconnecting and modifying the electrical power.
    - d. Integrating the new unit into the existing building automation system.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at 521 Mercury Blvd, Murfreesboro, TN 37130.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.



- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Bid Documents for Project dated June 22, 2019.
5. Specifications listed in the Bid Documents.
6. Drawings as listed in the Bid Documents.
7. Exhibits to this Contract (enumerated as follows):
  - a. **Exhibit 1** – Non-Collusion Affidavit.
  - b. **Exhibit 2** – Drug Free Workplace Affidavit.
  - c. **Exhibit 3** – Dispute Resolution Procedures
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives (EJCDC C-940).
  - b. Change Orders (EJCDC C-941).
  - c. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is Efinity Engineering.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. Contractor will not begin work upon the site or deliver any equipment or materials to the site until after the construction commencement date set forth in a signed Notice to Proceed is issued by Engineer.
- B. The Work will be fully completed within 25 weeks after the Notice to Proceed.

### 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for

delay (but not as a penalty) Contractor shall pay Owner zero for each day that expires after the Contract Time for substantial completion.

#### 4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer on the first working day of each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

### **ARTICLE 5 - CONTRACT PRICE**

#### 5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of nine hundred eighty-four thousand, one hundred sixty-one dollars and no cents (\$984,161.00) for all Work.

### **ARTICLE 6 - BONDS AND INSURANCE**

#### 6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the state of Tennessee. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

## 6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury by Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>
Combined Single Limit of:	\$ <u>1,000,000</u>

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or



renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and,
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### **7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

### **7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### **7.04 Subcontractors and Suppliers**

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

### **7.05 Quality Management**

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).



- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended.
- C. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents.

- D. Only such materials, machinery, and equipment shall be used on the works as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair.
- E. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the Owner harmless from any loss, damage, or other expense, including attorneys' fees, that the Owner may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the Owner of such items, and with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the Owner, and any defects that may develop in material, workmanship, and design during the period of such warranty.
- F. The warranties set forth are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.



## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;
  5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

### **12.02 Attorney Fees**

- A. Contractor agrees that, in the event that the Owner prevails in legal action to enforce any provision of the Contract, the Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

#### 13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

#### 14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

#### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons



for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;
  3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all disputes that Contractor believes are unsettled; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.
- C. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.



4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
  - a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Employment**

- A. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

### **17.02 Non-Discrimination**

- A. It is the policy of the Owner not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

### **17.03 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as

a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.06 Force Majeure

- A. No party shall have 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 war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

17.07 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.08 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.09 Controlling Law

- A. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the law of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide

17.10 Venue

- A. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

17.11 Severability

- A. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

17.12 Notices

- A. Notices to Owner regarding any part of this Contract including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the address set forth below.

1. Notices to the Owner shall be sent to:

**Department:** City of Murfreesboro Administration

**Attention:** City Manager

**Address:** Post Office Box 1139

111 West Vine Street

Murfreesboro, TN 37133-1139

2. Notices to the Contractor shall be sent to:

**Contractor:**

**Attention:**

**Address:**

*[signatures appear on the following page]*



IN WITNESS WHEREOF, Owner and Contractor agree to the terms and conditions set forth in this Contract, which is effective as of the last date signed below.

OWNER: **City of Murfreesboro**

CONTRACTOR: **The Comfort Group**

\_\_\_\_\_  
By: Shane McFarland

Title: Mayor

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

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

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

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

Approved as to form:

License No.: 11415 CMC; MU; CE-I

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

**Address for notices:**

City Manager

City of Murfreesboro

111 West Vine Street

Murfreesboro, TN 37130

**Address for notices:**

The Comfort Group

659 Thompson Lane

Nashville, TN 37204

**NOTICE TO CONTRACTOR**

For this Contract to be effective:

- All above information must be completed.
- Exhibits 1, 2, and 3 must be sworn and signed.

**EXHIBIT 1**

State of Tennessee )  
 ) ss.  
County of Rutherford )

**Affidavit of Non-Collusion**

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- (1) Representative is \_\_\_\_\_  
(owner, partner, officer, representative, or agent)  
of \_\_\_\_\_ the Bidder who  
has submitted the attached Bid;
- (2) Representative is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

***[NOTE: AFFIDAVIT INVALID IF NOT COMPLETED]***

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

My commission expires: \_\_\_\_\_

State of Tennessee )  
 ) ss.  
County of Rutherford )

**AFFIDAVIT OF NON-COLLUSION AFFIDAVIT – SUBCONTRACTOR**

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner, officer, representative, or agent)  
of \_\_\_\_\_, hereinafter referred to as the  
“Subcontractor”;
- (2) He is fully informed respecting the preparation and contents of the Subcontractors Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the \_\_\_\_\_ Project in \_\_\_\_\_.
- (3) Such Subcontractor’s Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor’s Proposal, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor’s Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

*Further affiant sayeth naught.*

Signed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

***[NOTE: Affidavit is invalid if printed name and title is incomplete]***

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

My commission expires: \_\_\_\_\_



EXHIBIT 2
-----------

State of Tennessee )  
 ) ss.  
County of Rutherford )

**AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT**

Contractor, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of government entities. Bidder affirms that:

1. It has received a Certificate of Compliance with the applicable proportions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. It operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3006 of the City of Murfreesboro Employee Handbook and shall, upon request; provide documentation of such program to the City.

*Further affiant sayeth naught.*

Signed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

***[NOTE: Affidavit is invalid if printed name and title is incomplete]***

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

My commission expires: \_\_\_\_\_

**EXHIBIT 3**

State of Tennessee )  
 )ss.  
County of Rutherford )

**AFFIDAVIT OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As of July 1, 2016, T.C.A. § 12-12-101, *et seq.* (the “Act”) requires that no person engaged in investment activities in Iran, as specified by the Act, contract with a political subdivision of the State of Tennessee and that any contract entered into with a political subdivision of the state is void *ab initio*.

When submitting a bid for the Project described in the Agreement, Contractor certified as required by the Act as follows:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Therefore, the undersigned affiant swears upon his or her oath or affirmation as follows:

1. The contracting entity and all controlling parties are in compliance with the Act, and if this bid for the Project was a joint bid, to the best of affiant’s knowledge and belief all joint bidders are in compliance with the Act.
2. Affiant has the full power, knowledge, and authority to make this Certification.

*Further affiant sayeth naught.*

Signed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*[NOTE: Affidavit is invalid if printed name and title is incomplete]*

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

My commission expires: \_\_\_\_\_

EXHIBIT 4
-----------

**DISPUTE RESOLUTION PROCEDURES**

**1. Disputes**

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.
- 1.2 Contractor and the Owner will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.
- 1.4 The parties must attempt to resolve all Disputes timely, equitably and in a good faith manner and provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning Change Orders for modification of the Guaranteed Maximum Price or Project Schedule, Contractor must first follow the provisions of any Claim procedure established by the Contractor Agreement before seeking relief under these Procedures.

**2. Emergency Arbitration**

- 2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either Party considers necessary to prevent or mitigate a material delay to the critical path of the Construction Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a Party, either Party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
  - a. The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
  - b. If the Emergency Arbitrator has not been selected at the time a Party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
  - c. The Emergency Arbitrator must be an attorney with at least 10 years' experience with commercial construction legal matters in Tennessee, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules")
- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either Party may upon three days' additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes will be conducted in Rutherford County, Tennessee.
- 2.6 Presentation, request for determination (i.e., a Party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.5 hereof.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Construction Services, subject to review *de novo* by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.



- a. Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
- b. The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a Party that fail to meet this obligation

### 3. **Non-Emergency Arbitration**

- 3.1 Except as provided in Section 5 hereof, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a *de novo* review of an emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
  - a. The parties each select an arbitrator within 15 days after Notice that a Party desire to resolve a dispute by arbitration.
  - b. The two arbitrators then each select a third arbitrator.
  - c. The arbitrator(s) must meet the qualifications of Emergency Arbitrators as provided in Section 2 hereof.
- 3.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
- 3.3 In connection with such arbitration, each Party is entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.
- 3.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.
- 3.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
  - a. Each Party's Proposed Resolution must be fully dispositive of the dispute.
  - b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
  - c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.
  - d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
  - e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
  - f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

### 4. **Continuing Work.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the Owner will continue to make payment to Contractor in accordance with the Contractor Agreement.

### 5. **Exceptions**

- 5.1 Neither the Owner nor Contractor are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.
- 5.2 The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

- 5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.
- 5.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

**Item Title:** Acquisition of Right of Way and Easement for Jones Blvd Improvements

**Department:** Engineering

**Presented by:** Chris Griffith

**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

Acquisition of property for proposed pedestrian improvements for Jones Blvd from Medical Center Parkway to Clark Boulevard.

## Staff Recommendation

Approve funding for the acquisition of right of way and easements.

## Background Information

The City Council previously approved a contract to perform appraisals. A combination of right of way, temporary construction and utility easements are required for forty-four (44) total parcels. Utilizing the Market Data Brochure prepared by the Appraiser, we estimate the cost of acquiring the ROW and easements to total approximately \$234,000; valuation determinations were made for fair market value for the forty-four (44) parcels.

For the proposed project limits, City staff proposes to purchase the required right of way/easements from the owners as outlined in the following procedure. The owner will be offered by letter the values for their effected property, improvements and any damages plus an additional 10 percent. The property owner will be asked for a response within two weeks. If the owner can substantiate that the offer is factually wrong, such as errors in area taken, then a revised value based on the value per square foot would be determined. If the offer is not acceptable to the property owner, the Legal Department would file condemnation with the appraised value of the taken being deposited into Court.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

The Jones Boulevard Project will enhance safety along the corridor by providing pedestrian features such as sidewalks and bike lanes.

## Fiscal Impacts

The funding request is anticipated to be \$234,000 and is currently programmed in the CIP.

# COUNCIL COMMUNICATION

Meeting Date: 10/24/2019

---

**Item Title:** Final Change Order for Lytle Street Phase II

**Department:** Engineering

**Presented by:** Chris Griffith, City Engineer

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Approval of the Final Change Order that will increase the amount of the contract from \$6,093,457.18 to \$6,223,170.62.

**Background Information**

The Lytle Street Phase II project consisted of the reconstruction and widening of West Lytle Street, from Barker Street to Church Street. Bids for the construction of the project were received on April 14, 2016 with Jarrett Builders, Inc. being awarded the contract as low bidder. During construction, additional quantities of several items primarily associated with utilities were required to complete the project. A detailed list of the additional quantities is included in the Final Change Order (No.6).

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service.*

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

**Fiscal Impact**

The construction cost is increased by \$129,713.44 and is within the bond amount.

**Attachments**

1. Final Project Change Order



September 18, 2019

Mr. Chris Griffith, PE  
City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130



1427 Kensington Square Court  
Murfreesboro, TN 37130  
W wiserconsultants.com  
P 615-278-1500  
F 615-217-8130

**RE: Lytle Street Improvements – Phase 2  
Summary Change Order**

Dear Chris,

Please find attached the Summary Change Order for the Lytle Street Improvements – Phase 2 project. During construction, unforeseen conditions caused quantities for certain items to overrun and underrun. These additional quantities had to be used in order to complete the project, while other quantities were deleted due to field conditions.

Summary Change Order contains multiple items that were overruns and underruns on the project. Descriptions of why each item overran or underran are also contained within the change order.

Upon review of the attached documentation for the Summary Change Order, Wiser has concluded the pricing for each of the items are acceptable. Wiser recommends the City of Murfreesboro to approve the Summary Change Order.

Sincerely,

**Wiser Consultants, LLC**

A handwritten signature in black ink that reads "Jeremy A. Langford". The signature is written in a cursive, flowing style.

**Jeremy A. Langford  
Project Manager**

CONTRACT CHANGE ORDER		Order No.	6
Contract For: <b>Lytle Street Improvements Phase 2</b> <b>Murfreesboro, TN</b>		Date:	October 16, 2019
		State:	Tennessee
		County:	Rutherford
Owner	City of Murfreesboro		
Contractor	Jarrett Builders, Inc.		
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price	
ITEMS TO BE REMOVED (See Attached Detail)	\$ -10,041.85		
ITEMS TO BE ADDED & OVERRIDDEN (See Attached Detail)		\$ 139,755.29	
Totals	\$ -10,041.85	\$ 139,755.29	
Net Change In Contract Price		\$ 129,713.44	
Justification:			
1. Due to unforeseen conditions during construction, quantities for certain items had to be overran in order to complete the project. Attached is a description of why each item overran.			
Original Contract Amount:		\$	5,244,688.90
The Amount of the Contract Will Be Changed by this Change Order:		\$	129,713.44
Change by Previous Change Order No. 1:		\$	112,900.88
Change by Previous Change Order No. 2:		\$	241,974.70
Change by Previous Change Order No. 3:		\$	9,585.00
Change by Previous Change Order No. 4:		\$	-1,848.57
Change by Previous Change Order No. 5:		\$	486,156.27
The Contract Total Including this and Previous Change Orders Will be:		\$	6,223,170.62
Notice to Proceed Date			July 27, 2016
Contract Start Date			July 27, 2016
Contracted Consecutive Calendar Days			645
Original Contracted Completion Date			May 3, 2018
The Contract Period Provided for Completion Will be (Changed) by this change order by: Days			0
Contract Period Changed by Previous Change Orders: (Days)			165
Revised Contracted Date of Completion			October 15, 2018
This document will become a supplement to the contract and all provisions will apply hereto:			
Requested (Owner)	Chris Griffith – City Engineer, City of Murfreesboro	(Date)	
Recommended (Owner's Architect/Engineer)	Jeremy A. Langford – Wiser Consultants	(Date)	
Accepted (Contractor)	Mike Wood – Jarrett Builders, Inc.	(Date)	10/17/19
Approved (Owner)	Shane McFarland – City Mayor, City of Murfreesboro	(Date)	
This information will be used as a record of any changes to the original construction contract			

### **Lytle Street Phase 2 Quantity Over Runs**

Below are the items included in the change order that overran on the project and their descriptions of why they overran:

#### **307-02.08 ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2**

Redesign and extension to College St. at Church St. from Lytle St.

#### **712-02.02 INTERCONNECTED PORTABLE BARRIER RAIL**

Overrun due to deep utility cuts and safety issues. The item was also used to hold poles in place to install storm drainage and to protect pedestrians from construction activities.

#### **714-08.32 REMOVAL OF LIGHT STANDARD & FOUNDATION**

Redesign and extension to College St. at Church St. from Lytle St.

#### **725-05.04 SPLICE ENCLOSURE (UNDER GRADE)**

Redesign and extension to College St. at Church St. from Lytle St.

#### **730-01.02 REMOVAL OF SIGNAL EQUIPMENT**

Redesign and extension to College St. at Church St. from Lytle St.

#### **730-01.03 MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT (2 MAN BUCKET TRUCK HOURLY RATE)**

Redesign and extension to College St. at Church St. from Lytle St.

#### **730-05.01 ELECTRICAL SERVICE CONNECTION (DISCONNECTS WITH BLACK METER BASE)**

Redesign and extension to College St. at Church St. from Lytle St.

#### **730-12.30 TRENCHING**

Overran due to missed utilities in project

730-13.01 VEHICLE LOOP DETECTOR (SHELF MOUNT)

Redesign and extension to College St. at Church St. from Lytle St.

730-26.09 PEDESTRIAN PUSH BUTTON W/ 15" SIGN (R10-E3)

Redesign and extension to College St. at Church St. from Lytle St.

760-13.62 INSTALL ELECTRIC UTILITY (MED SECONDARY VAULTS)

Redesign and extension to College St. at Church St. from Lytle St.

760-13.65 INSTALL ELECTRIC UTILITY (TRAFFIC/FIBER VAULTS PB4)

Redesign and extension to College St. at Church St. from Lytle St.

760-13.66 INSTALL ELECTRIC UTILITY (VISTAGEAR CONTROL SLEEVE)

Redesign and extension to College St. at Church St. from Lytle St.

790-70.07 STREET LIGHT CONCRETE FOOTING

Redesign and extension to College St. at Church St. from Lytle St.

S-9 SIGNS (STOP R1-1) ON DECORATIVE POSTS

Redesign and extension to College St. at Church St. from Lytle St.

S-10 SIGNS (BIKE LANE R3-17) ON DECORATIVE POSTS

Redesign and extension to College St. at Church St. from Lytle St.

S-11 REMOVE EXISTING SIGN & REPLACE W/ DECORATIVE POST

Redesign and extension to College St. at Church St. from Lytle St.

---



LYTLE ST. PHASE 2  
CHANGE ORDER NO. 8 – Overrun Items  
10/16/2019

## BALANCE SHEET

ITEMS REMOVED					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
	DEDUCT CORRECTION FOR CHANGE ORDER #5	LS	1	\$ (10,041.85)	\$ (10,041.85)
TOTAL COST OF ITEMS REMOVED:					\$ (10,041.85)

ITEMS ADDED					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TOTAL COST OF ITEMS ADDED:					\$ -

ITEMS OVERRIDDEN					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY ADDED	UNIT PRICE	COST
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPM-B-HM) GRADING B-M2	TON	3.43	\$ 99.00	\$ 339.57
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	50.5	\$ 99.00	\$ 4,999.50
713-16.24	SIGNS (R10-12)	EACH	10	\$ 540.00	\$ 5,400.00
713-16.41	RELOCATE SIGN (STREET SIGNS)	EACH	9	\$ 160.00	\$ 1,440.00
714-08.32	REMOVAL OF LIGHT STANDARD & FOUNDATION	EACH	3	\$ 530.00	\$ 1,590.00
725-05.04	SPLICE ENCLOSURE (UNDER GRADE)	EACH	3	\$ 800.00	\$ 2,400.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	2	\$ 1,100.00	\$ 2,200.00
730-01.03	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT (2 MAN BUCKET TRUCK HOURLY RATE)	EACH	25	\$ 70.00	\$ 1,750.00
730-02.07	SIGNAL HEAD ASSEMBLY (130 LED)	EACH	2	\$ 800.00	\$ 1,600.00
730-03.26	INSTALL PULL BOX (24"X36"X12"	EACH	4	\$ 500.00	\$ 2,000.00
730-05.01	ELECTRICAL SERVICE CONNECTION (DISCONNECTS WITH BLACK METER BASE)	EACH	1	\$ 3,600.00	\$ 3,600.00
730-12.21	PAINT (RE-PAINT EXISTING SIGNAL EQUIPMENT)	EACH	6	\$ 1,600.00	\$ 9,600.00
730-12.30	TRENCHING	L.F.	1562	\$ 5.50	\$ 8,591.00
730-12.33	TRENCHING (12"X56")	LF	82	\$ 64.00	\$ 5,248.00
730-13.01	VEHICLE LOOP DETECTOR (SHELF MOUNT)	EACH	21	\$ 197.00	\$ 4,137.00
730-15.07	CABINET (EIGHT PHASE POLE MOUNTED)	EACH	1	\$ 12,600.00	\$ 12,600.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 5,200.00	\$ 5,200.00
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	16	\$ 510.00	\$ 8,160.00
730-26.09	PEDESTRIAN PUSH BUTTON W/ 15" SIGN (R10-E3)	EACH	4	\$ 162.00	\$ 648.00

760-13.61	INSTALL ELECTRIC UTILITY (MED PRIMARY VAULTS)	EACH	2	\$ 3,200.00	\$ 6,400.00
760-13.62	INSTALL ELECTRIC UTILITY (MED SECONDARY VAULTS)	EACH	1	\$ 1,300.00	\$ 1,300.00
760-13.63	INSTALL ELECTRIC UTILITY (MED TRANSFORMER PAD)	EACH	1	\$ 900.00	\$ 900.00
760-13.64	INSTALL ELECTRIC UTILITY (TRAFFIC/FIBER VAULTS PB3)	EACH	5	\$ 1,300.00	\$ 6,500.00
760-13.65	INSTALL ELECTRIC UTILITY (TRAFFIC/FIBER VAULTS PB4)	EACH	5	\$ 2,000.00	\$ 10,000.00
760-13.66	INSTALL ELECTRIC UTILITY (VISTAGEAR CONTROL SLEEVES)	EACH	1	\$ 2,200.00	\$ 2,200.00
790-70.07	STREET LIGHT CONCRETE FOOTING	EACH	3	\$ 1,100.00	\$ 3,300.00
S-9	SIGNS (STOP R1-1) ON DECORATIVE POSTS	EACH	1	\$ 1,000.50	\$ 1,000.50
S-10	SIGNS (BIKE LANE R3-17) ON DECORATIVE POSTS	EACH	1	\$ 793.50	\$ 793.50
S-11	REMOVE EXISTING SIGNS & REPLACE W/ DECORATIVE POST	EACH	21	\$ 1,221.62	\$ 25,658.22
TOTAL COST OF ITEMS OVERRIDDEN:					\$ 139,755.29

TOTAL COST OF ITEMS ADDED + OVERRIDDEN:	\$ 139,755.29
---	---------------

TOTAL COST OF ITEMS REMOVED:	\$ (10,041.89)
------------------------------	----------------

NET CHANGE:	\$ 129,713.44
-------------	---------------

# COUNCIL COMMUNICATION

Meeting Date: 10/**24**/2019

---

Item Title: **Historic Zoning Commission**

Department: Administration

Presented by: Mayor McFarland

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

Appointment of **one** member to the **Historic Zoning Commission**.

## Background Information

The purpose of the **Historic Zoning Commission** is to **study, recommend, and oversee historic district boundaries and guidelines for renovation of existing structures or the building of new structures for the protection of historic neighborhoods and districts.**

As established by **M.C.C. §, Appendix A, Section 24, H-I Historic District (f)**, the **Historic Zoning Commission** consists of **nine** members who serve **five-year**, staggered terms.

**The** member **will be** due for reappointment **June 30, 2023**.

## Council Priorities Served

### *Engaging Our Community*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

## Fiscal Impacts

None.

## Attachments:

Memo from Mayor McFarland



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

October 24, 2019

Members of City Council

**RE: Recommended Appointment – Historic Zoning Commission**

---

**Board Reappointment**

As an item for the Council Agenda, I am recommending the appointments of the following to the Historic Zoning Commission to fill the vacancy left by Rick Cantrell.

**Appointment**

Mr. Jeff Davis term expires: 06-30-2023

Sincerely,

Shane McFarland  
Mayor