

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
June 24, 2021

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEM

STARS Award: Andrew Carter

Consent Agenda

1. Fire Rescue Station 4 Construction Final Change Order (Administration)
2. Acquisition of Right of Way and Easements for the Brinkley Road Phase 1 Project (Engineering)
3. Acquisition of ROW and Easements for Gateway Blvd Extension (Engineering)
4. Contract for Sidewalk Repair Services for ADA compliance (Engineering)
5. FY 2021 City Manager Approved Budget Amendments (Finance)
6. Annual Actuarial Services (Finance)
7. Community Investment Program Funds Transfer (Finance)
8. St. Clair Senior Center Grant Amendment with Greater Nashville Regional Council (Parks & Recreation)
9. Donation of Equipment to Perry County Sheriff's Office (Police)
10. Approval of use of Competitive Sealed Proposals for Online Auction Services (Purchasing)
11. Approval of use of Competitive Sealed Proposals for Classification and Compensation Study and for Retirement Plan Submissions (Purchasing)
12. Asphalt and Concrete Purchase Report (Street)
13. Main Street Banner Request (Street)
14. Contract Amendment with TripSpark (Transportation)
15. Mercury Blvd. Sidewalk Project Phase 1 Amendment No. 2 TDOT Contract (Transportation)

Minutes

16. Approval of City Council Minutes 4-26-21 through 6-9-21 (Finance)

Old Business

Ordinance

17. Ordinance 21-O-18 Revisions to Chapter 4 – Alcoholic Beverages 2nd Reading (Finance)

New Business

Ordinance and Resolution

18. Ordinance 21-O-05 and Resolution 21-R-09 Amend City Code to Permit Consumption of Alcohol on Airport Property (Airport)
 - a. First Reading: Ordinance 21-O-05
 - b. Resolution 21-R-09
19. Ordinance 20-O-07 Changes (UED's Merge with Street) (Street)
 - a. First Reading: Ordinance 21-O-07
20. Resolution 21-R-23 FY21 GP final Budget Amendment (Schools)
21. Resolution 21-R-24 Federal Grant Budget Amendment (Schools)

Land Use Matters

Ordinance

22. Rezoning 17.25 acres located along the north side of Ashers Fork Drive (Planning)
 - a. Public Hearing: Rezone approximately 17.25 acres
 - b. Ordinance 21-OZ-15
23. Rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail (Planning)
 - a. Public Hearing: Rezone approximately 78 acres
 - b. Ordinance 21-OZ-16
24. Rescheduling Public Hearing for Zoning Ordinance Amendment (Planning)
25. Planning Commission Recommendations (Planning)

On Motion

26. FY22 Hazard Pay Stipends (Administration)
27. Transit Facility Design Amendment (Administration)
28. Renovations & Additions to Fire Rescue – Station 3 (Administration)
29. Taxiway A and Ramp Pavement Rehabilitation Design Work Authorization (Airport)
30. Approach design Work Authorization (Airport)
31. Annual Airport Rental Rate Adjustments (Airport)
32. Air Packs and Cylinders for New 75 Foot Aerial Ladder Truck (Fire Rescue)
33. Approval to Purchase Fire Equipment from Single Source Provider (Fire Rescue)
34. Employment Agreement for City Recorder, City Treasurer, and Finance Director (Legal)
35. Purchase of TK-52XP Tracked 52" Rotary Mower (Street)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Fire Rescue Station 4 Construction Final Change Order

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Final Change Order to reconcile work performed and final contract amount.

Staff Recommendation

Approve the final change order with Boyce Ballard Construction, LLC.

Background Information

The City awarded Boyce Ballard the construction contract for Fire Station 4 in the amount of \$5,185,000.

This Final Change Order reconciles the project accounting by recognizing additions and deductions from remaining allowances as is typical in the close out of this type of construction project. A detailed description of the itemized changes is included in the Final Change Order attached for your review.

Council Priorities Served

Responsible budgeting

Accurate accounting of construction project is critical to proper budgeting for complex projects.

Safe and Livable Neighborhoods

Fire Station 4 enhances fire protection and emergency service provisions in this area of the City that has experienced extremely rapid growth.

Fiscal Impact

This is a zero-dollar net change, with the final construction cost for Fire Station 4 remaining \$5,995,908.

Attachments

Fire Rescue Station 4 – Change Order 6 – Final Change Order



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 6

PROJECT: Station No: 4
Murfreesboro Fire Rescue Department
The City of Murfreesboro

CHANGE ORDER NO: 6

DATE: May 21, 2021

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1602

CONTRACT FOR: New Fire Station

CONTRACT DATED: December 13, 2017

You are hereby directed to make the following changes in this Contract

This Change Order summarizes and finalizes outstanding items that were added at various points throughout the project. Most if not all of these items have been completed or are about to be completed. It captures aspects from Field Orders No: 5 and No:6.

ITEM 1: The coordination, furnishing, and installation of red break metal to conceal LED lighting elements in HEC area. The coordination, furnishing, and installation of color changing LED lighting elements in the HEC. The coordination, furnishing, and installation of additional exterior lighting elements as requested. The coordination, furnishing, and installation of additional toilet partitions in the women's locker room. The coordination, furnishing, and installation of additional building signage as requested.

ADD:\$24,497.28

ITEM 2: Remainder of Allowance #1

DEDUCT:\$15,000.00

ITEM 3: Remainder of Allowance #2.

DEDUCT:\$9,497.28

TOTAL:\$0.00

SEE ATTACHMENTS

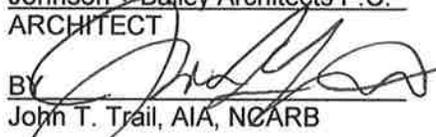
Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$5,185,000.00
Net change by previously authorized Change Orders	\$810,908.21
The Contract Sum prior to this Change Order was	\$5,995,908.21
The Contract Sum will be increased by this Change Order	\$0.00
The new Contract Sum including this Change Order will be	\$5,995,908.21
The Contract Time will be changed by	Unchanged
The Date of Substantial Completion as of the date of this Change Order therefore is	February 04, 2019

MFRD Station No: 4
Change Order No: 6
May 21, 2021
Page 2 of 2

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA, NCARB

DATE: June 18, 2021

Boyce Ballard Construction, LLC
CONTRACTOR

BY 
Steve Ballard, Owner

DATE: 6/18/21

The City of Murfreesboro
OWNER

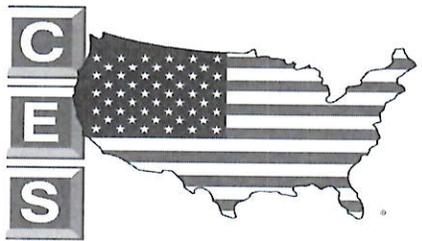
BY _____
Shane McFarland, Mayor

DATE: _____

ATTACHMENTS:

- A. Boyce Ballard Cost Itemization last dated March 19, 2021. 11 Pages
- B. Copy of Field Order No:5 dated October 2, 2018. 2 Pages
- C. Copy of Field Order No:6 dated May 31, 2019. 4 Pages

2/10/11



C.E.S. (Shelbyville)
627 North Main Street, Shelbyville, TN,
37160.

Phone: 931-536-0577
Fax: 931-492-4602
Email: Shelbyville0609@cityelectricsupply.com

QUOTATION
SHB/008103
Valid From: 04 Mar 2021
Valid Until: 12 Mar 2021

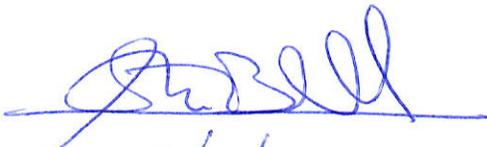
CITY ELECTRIC SUPPLY
BOYCE BALLARD CONSTRUCTION LLC
10B PUBLIC SQUARE N
MURFREESBORO, TN
37130
Phone: 615-617-3812
Fax: 615-617-3819

Delivery Details:
FIREHALL #4 RGB LIGHTS
5 - TYPE D LIGHTS
REQUESTED BY STEVE BALLARD

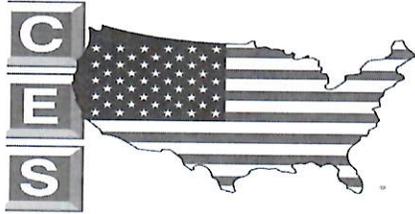
Page 1/2
Entered by: Derek Reeves
Sales Rep: Derek Reeves
Account No.: 06090214001
Order Number: FIRE STATION #4

Qty	Item	Description	\$ Price Per	\$ Goods
NON-CANCELABLE / NON-RETURNABLE				
1	LOT LIGHTING	LOT LIGHTING PER QUOTE FSN19-86583-4	12529.41 1	12529.41
INCLUDES THE FOLLOWING:				
19-COVELIGHT AC HO-6 RGBW 120X120 1PX				
12-COVELIGHT AC HO-18 RGBW 120X120 120V				
2-COVE HO RGBW DATA INJ 100-277V 4X1 TX				
2-COVE HO RGBW STR CABLE UL 3M 20X1 TX				
10-COVE HO RGBW INTER CABLE UL 1M 20X1TX				
2-COVE HO INTER CABLE 5W UL 3M 20X1 TX				
1-PROGRAMMING EX				
1-DMX CONTOLLER LIGHT DRIVE PLUS BLACK				
5	BEGA 33592 K3 BRZ	TYPE D	619.32 1	3096.60

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Buyer assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.
EOE

Accepted 
3/5/21

3/11



C.E.S. (Shelbyville)
627 North Main Street, Shelbyville, TN,
37160.

Phone: 931-536-0577
Fax: 931-492-4602
Email: Shelbyville0609@cityelectricsupply.com

QUOTATION

SHB/008103

Valid From: 04 Mar 2021
Valid Until: 12 Mar 2021

Page 2/2

CITY ELECTRIC SUPPLY
BOYCE BALLARD CONSTRUCTION LLC
10B PUBLIC SQUARE N
MURFREESBORO, TN
37130
Phone: 615-617-3812
Fax: 615-617-3819

Delivery Details:
FIREHALL #4 RGB LIGHTS
5 - TYPE D LIGHTS
REQUESTED BY STEVE BALLARD

Entered by: Derek Reeves
Sales Rep: Derek Reeves
Account No.: 06090214001
Order Number: FIRE STATION #4

Qty	Item	Description	\$ Price Per	\$ Goods
	3 - 5 WEEK LEAD TIME FROM FACTORY ***PLUS FREIGHT*** NON-CANCELABLE / NON-RETURNABLE			

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Derek Reeves

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

(QUOTE ONLY. NOT A RECEIPT) Goods Total:	\$15626.01
Tax Total:	\$1523.54
Total:	\$17149.55

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Buyer assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

60E

email Feb 18, 2021

5/10/11



Bent Tree Signs, Inc

128 N. 2nd St. Pulaski, TN 38478
931-347-4628 fax 931.347-4629
e-mail benttreesigns@outlook.com
www.benttreesigns.com

Thank You For The
Opportunity To Bid This Job

Job Name: Fire station #4 murfreesboro Bidder: Linda

Dear Neal

Bid For: Fire Station #4
Murfreesboro, Tn.

Bid For: Stainless Steel Metal letters with Metal Back

Recommended

32 Fabricated Stainless Steel letters, 1" deep. Stud mount with Templates all upper case. To Read: MURFREESBORO FIRE RESCUE DEPARTMENT	14" high	\$ 4,958.40
	Ship	145.00
		<u>\$ 5,103.40</u>

~~32 Fabricated Stainless Steel letters, 1" deep. Stud mount with Templates all upper case. To Read: MURFREESBORO FIRE RESCUE DEPARTMENT~~

16" high	\$ 5,184.00
Ship	145.00
	\$ 5,329.00

Note: Sorry, prices have gone up since June 2019,
If we go with Stainless Steel 4" thick.

32 Fabricated letters 4" deep	14" high	\$ 6,912.00
32 Fabricated letters 4" deep	16" high	\$ 8,064.00
	Ship	145.00

4" DEEP IS NOT
Recommended.

Thought this might help to make a decision on which way to go. ALSO. Does there need to be Murfreesboro Fire AND Rescue Department??? (AND) is the question? Just wondering.

Please add \$975.00 extra for installation. → How? Ladders?

3-19-21

Have a Great Weekend.

Regards,
Linda
Bent Tree Signs, Inc.

Linda

* ADD FOR SIGN PERMIT. - \$ 250.00

This bid is good for 30 days



Natural Satin



Polished



Oxidized



Dark Oxidized



NEW Patina - Traditional Verde
Oxidized Bronze with Green highlights



NEW Patina - Turquoise
Oxidized Bronze with Blue highlights



NEW Patina - Bright Verde
Natural Bronze with Bright Green highlights



NEW Patina - Pewter
Silvery "White Bronze" Aged Look



901
Polished
Aluminum



902
Brushed
Aluminum



903
Polished Brass
Aluminum



904
Brushed Light
Brass Aluminum



906
Brushed
Copper Aluminum



908
Satin Black
Aluminum



909
Satin Silver
Aluminum



910
Satin Gold
Aluminum



911
Polished
Smoked Aluminum



912
Satin Bronze
Aluminum



914
Cross Hatch
Aluminum



915
Brushed Brass
Aluminum



916
Brushed
Pester Aluminum



917
Brushed Black
Aluminum



924
Bronze Stainless
Aluminum



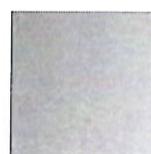
925
Brushed Medium
Bronze Aluminum



927
Light Stainless
Aluminum



928
Clear Ambient
Aluminum

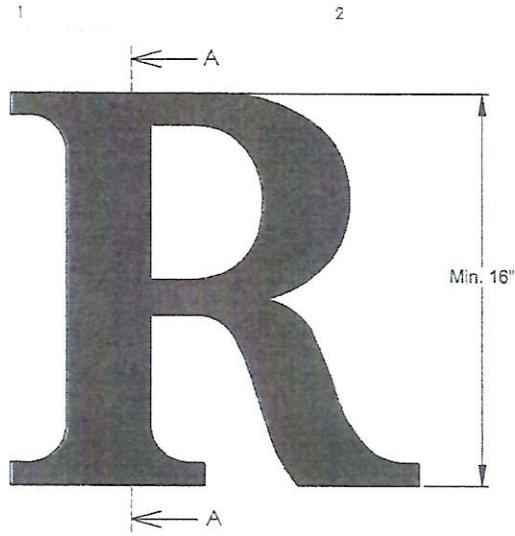


929
Stainless Ambient
Aluminum

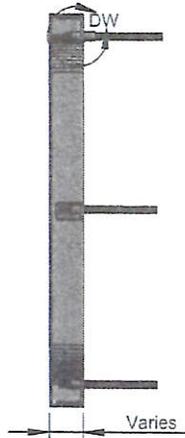
Horizontal grain standard
Vertical grain available

7/10/11

PRODUCT CONSTRUCTION EXAMPLE



FRONT VIEW II SCALE 1:5



SECTION A-A II SCALE 1:5

0.090" (2.3 mm) faces
0.063" (1.5 mm) returns

MIG welded face
to return

Threaded studs

A

B

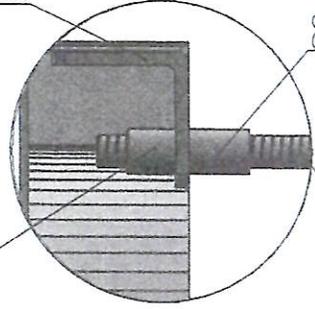
C

"L" bracket secured with
high resistance epoxy to return

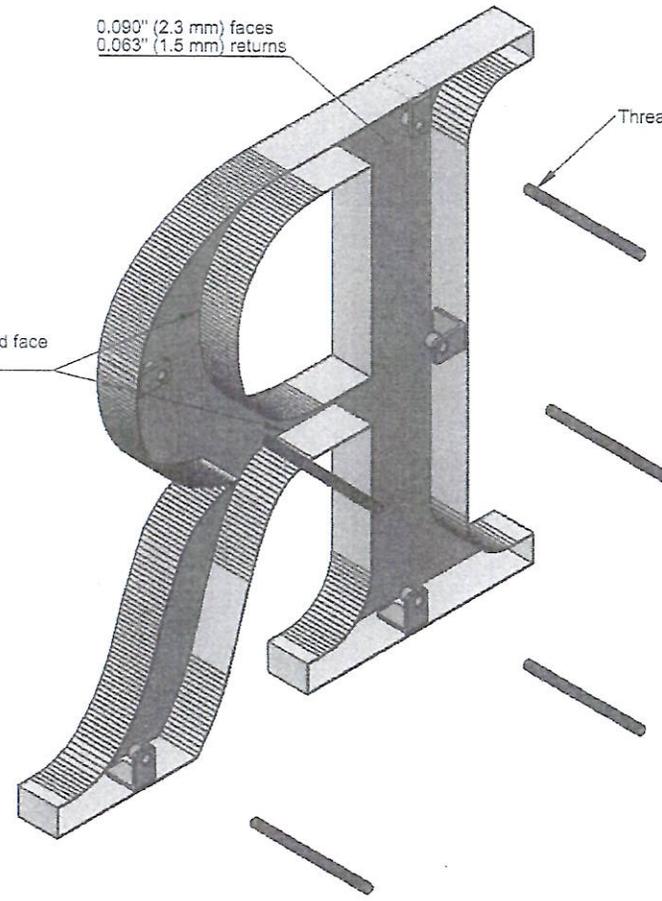
Optional spacer sleeve
(Size varies)

Aluminum mounting stud
Size varies (see table)

Threaded Stud Boss
Size varies by bracket



DETAIL DW II SCALE 1:1



ISOMETRIC BACK VIEW II SCALE 1:3

LETTER SIZE	STUD BOSS
16" - 24"	10 - 24
over 24"	1/4 - 20

NOTES:
- Return grain will run from face to back

Bent Tree Signs, Inc.
128 North 2nd St. Pulaski, TN 38476
931-347-4628 FAX 931-347-4629

TITLE

METAL FACE NO BACK - SIDE
MOUNT

MATERIAL:

5052 ALUMINUM ALLOY

PRODUCT TYPE:

FABRICATED METAL

DWG No. FAB20

REV. 10/31/16

SCALE AS INDICATED

SHEET 1 OF 1



Serving the Construction Community Since 1989

9/11
9/11
9/11

Division 10, Inc.

7730 Trinity Road, Ste 107

Cordova, TN 38018

901-755-2623 901-753-8469 Fax

QUOTATION

Project: MFRD Station #4
Murfreesboro, TN

Bid Date: February 25, 2021

To: Boyce Ballard Construction, LLC
Murfreesboro, TN

We are pleased to quote the following:

TOILET PARTITIONS by Scranton Products

- 1 – Compartment

Standard non-rated materials; floor-mounted, overhead braced; continuous spring aluminum hinge; continuous aluminum brackets; S/S shoes; standard mfg. fabrication, thicknesses, textures, and colors

Note: This meets prior furnished toilet partitions – Color was Sandstone

Price: \$ 1,030.00

Terms and Conditions of Sale:

1. All prices are **FOB FACTORY, FULL FREIGHT ALLOWED TO JOBSITE**; sales tax **NOT** included; unloading, storage, field measurement verification, and installation are **NOT** part of this quotation
2. Our acceptance of any purchase order shall be per quantities and models listed in our quotation
3. Prices are firm for **30** days from date of quotation and against escalation for shipment within **10** months thereafter and if any item that is shipped beyond time limit shall be subject to an escalation fee of **5%** and will be added to invoice at time of shipment
4. Payment terms: Net 30 days with approved credit, no retention allowed
5. Addenda Acknowledged:

Division 10, Inc.

By: Keith B. Saunders, Sr., LEED AP BD+C

A Certified Woman Business Enterprise (WBE) by the Mid-South Minority Business Council – Certificate No. 7-14-1237

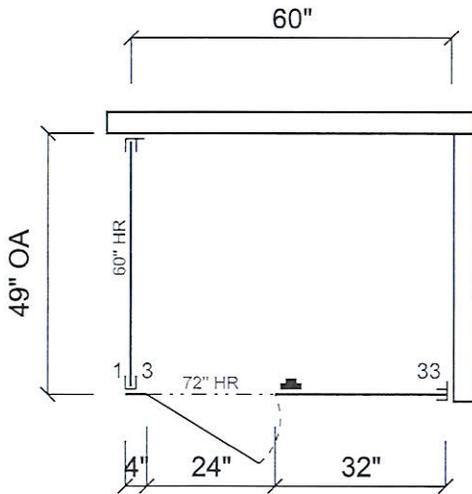
Job Specs	Stall Mounting Style: Floor Mounted Headrail Braced	Pilaster Height: 82.75"	Material Option: Hiny Hider -Standard (HDPE) Color: Sandcastle "Orange Peel"
-----------	---	-------------------------	---

Bracket Type: 54"Continuous Aluminum (Color: Aluminum) Shoe Type: Stainless	Hinge Type: Continuous Alum, Spring, 3/4" Torx (Clean Look) Pencil Slot: Yes Door Hrdw Type: Aluminum (Emergency Access)	Heat-sinc: Yes Fasteners: 2 1/2", 3/4" Torx (Clean Look)
--	---	---

Room Name: Women Restroom

55" High Doors, 55" High Panels

Handwritten: 10/11



Please Note: Pencil Slot is required to achieve Emergency Access. Your order will be placed WITH Pencil Slot unless otherwise noted. See detail.

 SCRANTON PRODUCTS 	CUSTOMER NAME: DIVISION 10 INC (TN)	SCALE: NTS	SERIAL #: C-869859 - DWG C-869861 - Room	Standard Notes: 1. Doors larger than 30" are to be set to the closed position. 2. Where pilasters and panels meet there is a 1/2" space. 3. Where pilasters and/or panels meet a wall there is a 1" space. 4. Headrail shall be supplied in 12" increments, ranging from 36" to 84". 5. Pilasters over 24" will receive a doghouse detail.
	PROJECT NAME: MFRD FIRESTATION NO. 4	DATE: 2/25/2021	REVISION #: 0 SO# DRAWN BY: Keith Saunders	

801 E COREY ST. SCRANTON, PA. 18505

Phone (570)348-0997

THE CITY OF MURFREESBORO

2019

MAYOR
SHANE MCFARLAND

VICE MAYOR
MADELYN SCALES HARRIS

CITY COUNCIL
RICK LALANCE

RONNIE MARTIN

BILL SHACKLETT

EDDIE SMOTHERMAN

KIRT WADE

CITY MANAGER
CRAIG TINDALL

FIRE CHIEF
MARK FOULKS

ARCHITECT: JOHNSON + BAILEY ARCHITECTS P.C.

CIVIL ENGINEER: HUDDLESTON-STEELE ENGINEERING, INC.

MPE ENGINEER: ENTECH ENGINEERING, INC.

STRUCTURAL ENGINEER: LATTA STRUCTURAL ENGINEERS, LLC

GENERAL CONTRACTOR: BOYCE BALLARD CONSTRUCTION

* Needs price
3/19/21

② Entered to
LIMMA AGENT
ON 3/19/21.
- NEED PRICE

- Remaining cost
w/ contract
is \$1,600⁰⁰

- PRICE FOR THIS
PLAQUE?

SD
3/19/21.

MURFREESBORO
FIRE RESCUE
DEPARTMENT

4

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



ARCHITECT'S FIELD ORDER

PROJECT: Station No. 4
Murfreesboro Fire Rescue Department
The City of Murfreesboro
Murfreesboro, TN

FIELD ORDER NO: 05

DATE: October 2, 2018

ARCHITECT'S PROJECT NO: 1602

CONTRACTOR: Boyce Ballard Construction LLC
Murfreesboro, TN

You are hereby directed to promptly execute this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in the Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Architect immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will, in that event, be superseded by a Change Order.

DESCRIPTION:

Incorporate Owner directed changes shown on attached sketch into the project. The sketch depicts adjusting the location of the kitchen exhaust hood and modifying the casework directly to the left of the range to accommodate a larger range. This sketch also shows modifying one of the wall mounted cabinets to incorporate a microwave shelf. A dedicated 20amp circuit will need to be supplied to the microwave.

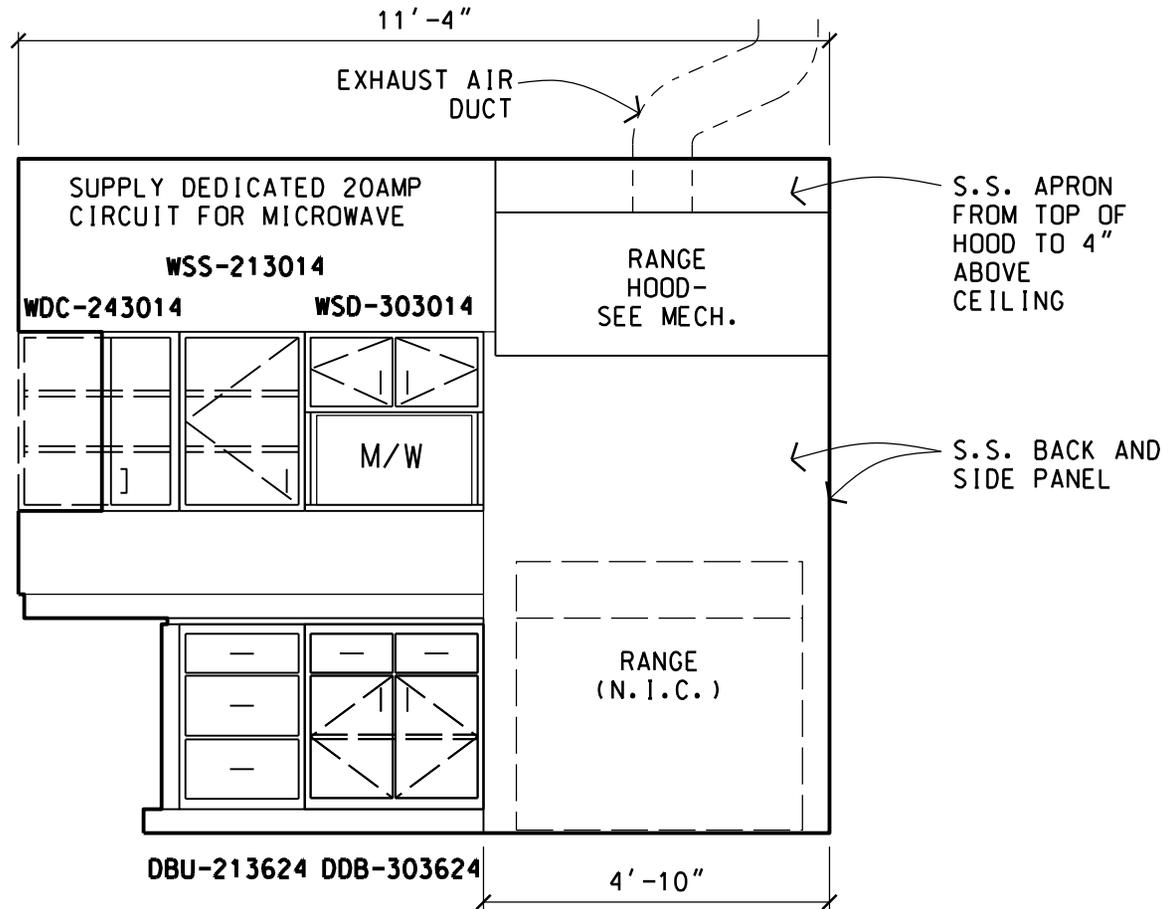
BY:

A handwritten signature in blue ink, appearing to read 'John T. Trail', written over a horizontal line.

John T. Trail, AIA, NCARB

ATTACHMENTS: Sketch Detail Dated 10/02/18

DISTRIBUTION: Steve Ballard
Mark Foulks
Greg McKnight
Ben Hunter
John Croft
Enoch Jarrell



B2 KITCHEN 106

Kitchen Cabinet Sketch 10-02-18

J+B

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



ARCHITECT'S FIELD ORDER

PROJECT: Station No. 4
Murfreesboro Fire Rescue Department
The City of Murfreesboro
Murfreesboro, TN

FIELD ORDER NO: 06

DATE: May 31, 2019

ARCHITECT'S PROJECT NO: 1602

CONTRACTOR: Boyce Ballard Construction LLC
Murfreesboro, TN

You are hereby directed to promptly execute this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in the Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Architect immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will, in that event, be superseded by a Change Order.

DESCRIPTION:

1. Install color changing LED lighting as described in Plan Notes 1 and 2 of attached E1.1 sheet marked as Revision 7 Field Order dated 05/30/19. Install brake metal cove in matching color to storefront as discussed.
2. As requested by Owner install "D" Type fixtures at locations shown on attached E1.1 sheet marked as Revision 7 Field Order dated 05/03/19. Two of the fixtures shown will replace existing fixtures on the east side of the building. The two fixtures located on the north and west walls of the Captains office will be centered between the upper and lower storey window openings.
3. As requested by Owner install door closers in Toilets 103, 104, 112, and 113 of same type and produced by the same manufacturer as the other interior closers. Ensure closers operate smoothly and do not interfere with other elements of the door assembly. The finished surfaces adjacent to this work should be protected.
4. As requested by Owner install exterior signage as depicted on attached sheet.

BY: _____

A blue ink signature of John T. Trail, written over a horizontal line.

John T. Trail, AIA, NCARB

ATTACHMENTS: Sketch Detail Dated 10/02/18
Sheets from Sign Application Dated 02/15/19

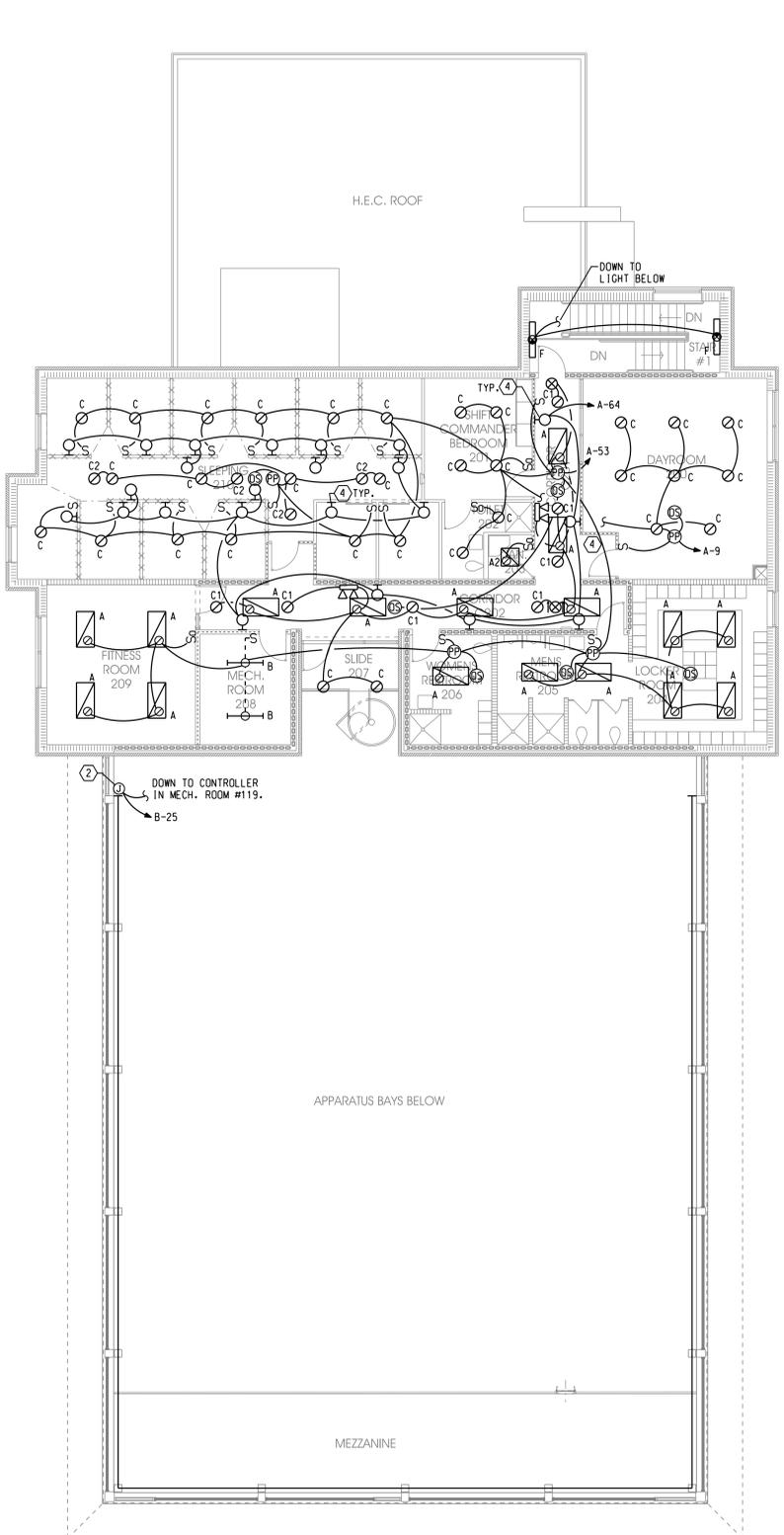
DISTRIBUTION: Steve Ballard
Mark Foulks
Greg McKnight
Ben Hunter
John Croft

C:\16243\16243e1_001.dgn
5/20/2019
2:33:25 PM

WALL SYMBOLS LEGEND & NOTES

-  C.M.U. WALL - NOT FIRE RATED
-  C.M.U. WALL - ONE HOUR FIRE RATED
-  C.M.U. WITH BRICK VENEER EXTERIOR WALL
- EXTEND METAL STUD TO DECK - EXTEND GYPSUM WALLBOARD TO 6\"/> ABOVE FINISHED CEILING
- METAL STUD WALL WITH 5/8\"/> GYPSUM BOARD ON EACH SIDE
- METAL STUD WALL WITH 5/8\"/> TYPE \"X\" GYPSUM BOARD ON EACH SIDE, ONE HOUR FIRE RATED

* EXTEND ALL WALLS (C.M.U. & METAL STUD) RIGHT TO METAL OR CONCRETE DECK ABOVE AND FILL BETWEEN FLUTES OF METAL DECK, UNLESS OTHERWISE NOTED.

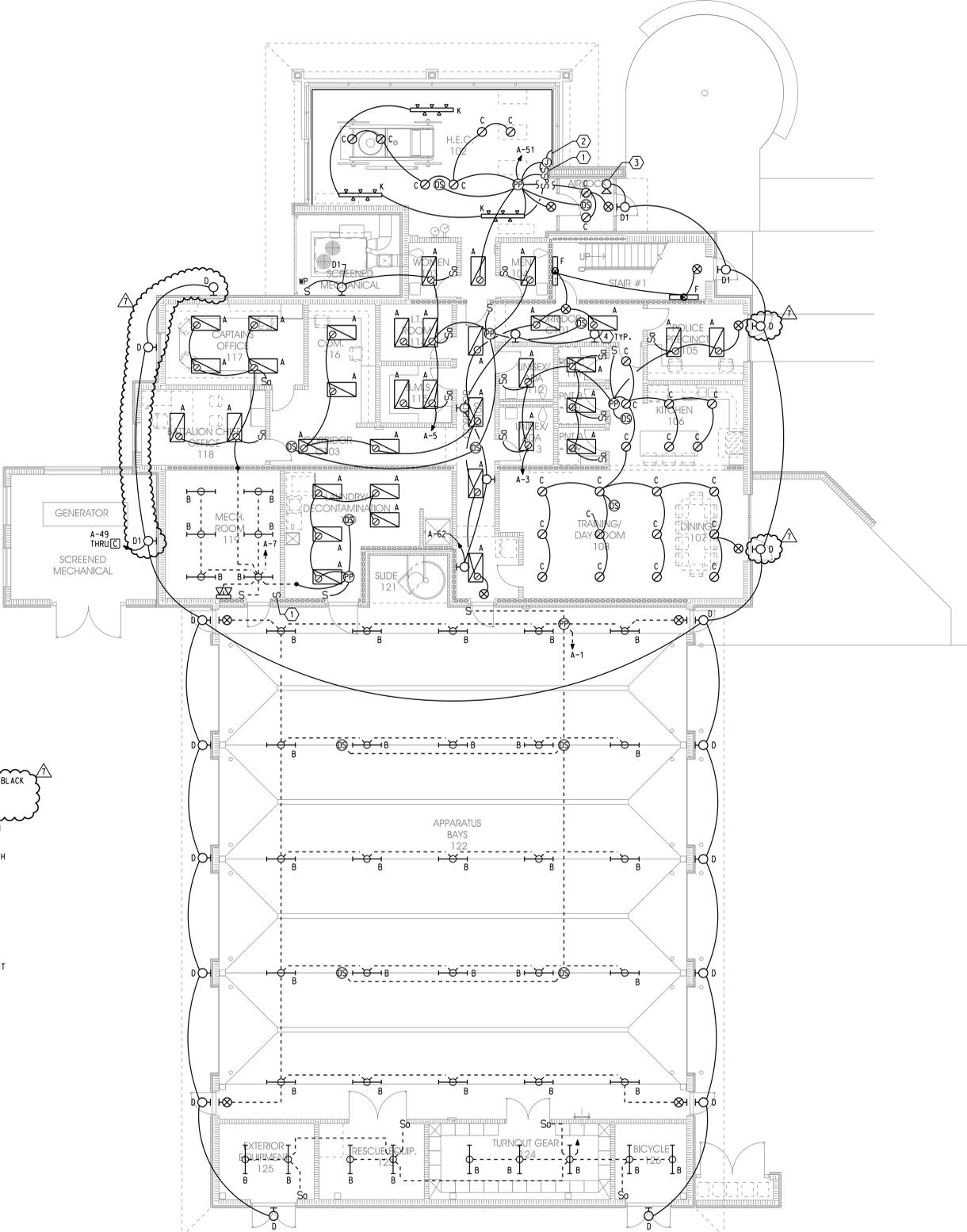
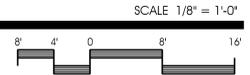


- PLAN NOTES:**
1. TRAXON DMX CONTROLLER LIGHT DRIVE PLUS BLACK FOR LED COVE LIGHT.
 2. TRAXON COVELIGHT MODEL #AC-HO-RGBW.
 3. TYPE '3' ON ROOF AIMED AT NUMBER '4' ON FACADE.
 4. WALL NIGHT VISION LIGHT. COORDINATE WITH STATION ALERT VENDOR.

- GENERAL NOTES:**
- A. TYPES 'C1' AND 'C2' ARE UNSWITCHED NIGHT LIGHTS.



LIGHTING
SECOND FLOOR PLAN



LIGHTING
FIRST FLOOR PLAN



City Center
100 East Vine St.
Murfreesboro Tennessee
37130
615-890-4560
Fax: 615-890-4564

Murfreesboro
Fire & Rescue
Department

Fire Station
#4
Replacement

City of Murfreesboro
Murfreesboro Tennessee

REVISION	DATE
REVISION #6	07/27/2018
FIELD ORDER	05/30/2019



THIS DRAWING SHALL NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.



PROJECT NO. 1602
DATE 08/31/17
DRAWN BY E.E.I.
CHECKED BY E.E.I.

E1.1





MFRD Station 4
Signage Application - Page 2 of 3
02/15/2019

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Acquisition of Right of Way and Easements for the Brinkley Road Phase 1 Project

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Acquisition of property for the Brinkley Road Phase 1 Project.

Staff Recommendation

Approve funding for the acquisition of right of way and easements.

Background Information

A combination of right of way, slope-and-drainage easements, and temporary construction easements are required from 11 total parcels for the Brinkley Road Phase 1 Project. An exhibit is attached showing the proposed project location for review. Using the estimated assessed values, the cost of the acquired ROW and easements is approximately \$43,100.

The attached table includes an overview of the proposed right of way acquisition and the estimated assessed values. The City has reached out to the property owners to provide information concerning the project, but actual right-of-way negotiations are pending. If agreements are not reached, staff recommends proceeding with condemnation after appraising the property and depositing the appraised value in court.

Council Priorities Served

Expand infrastructure

Improvement of City streets enhances the function and safety of the City's roadway system.

Fiscal Impact

The cost associated with the acquisitions for this project, estimated to be \$43,500, is funded by FY16 CIP Budget.

Attachments

1. Brinkley Road Phase 1 Project Map.
2. Table of right of way and easements needed for Brinkley Road Phase 1.

Brinkley Rd. Phase 1

Timber Creek Dr.

**New 3-lane
bridge and
approaches**

Blaze Dr.





ROW ACQUISITION TABLE

Parcel	Owner	Description	Negotiated	Estimated/Assessed Value
Tract 51 Map 93 – Parcel 6.02	Barry E. Parks Jr.	ROW / Slope and Drainage Easement	Outstanding	\$15,200
Tract 55 Map 93E – Parcel 4.00	Dearmond, LLC	Temporary Construction Easement	Outstanding	\$500
Tract 56 Map 93E – Parcel 3.00	Emmett Spicer	Temporary Construction Easement	Outstanding	\$500
Tract 57 Map 93E – Parcel 2.00	Brian and Marcey Cochran	Temporary Construction Easement	Outstanding	\$500
Tract 58 Map 93E – Parcel 1.00	Charles and Sharon Waldron	ROW / Drainage Easement / Temporary Construction Easement	Outstanding	\$6,500
Tract 77 Map 93C – Parcel 1.01	Benefield and Parks, LLC (Berkshire HOA)	ROW / Drainage Easement	Outstanding	\$900
Tract 78 Map 93D – Parcel 5.00	Andrew and Jennifer Tooley	ROW / Slope and Drainage Easement / Temporary Construction Easement	Outstanding	\$2,100
Tract 79 Map 93D – Parcel 12.00	Micah and Charolett Bennett	ROW / Temporary Construction Easement	Outstanding	\$8,200
Tract 80 Map 93D – Parcel 11.00	Vernon and Mary Porter (Vern Porter Living Trust)	ROW / Temporary Construction Easement	Outstanding	\$3,900
Tract 81 Map 93D – Parcel 10.00	1031 Brinkley Road Revocable Trust	ROW / Temporary Construction Easement	Outstanding	\$3,600
Tract 82 Map 93D – Parcel 4.00	Richard and Tatyana Merryman	ROW / Slope Easement / Temporary Construction Easement	Outstanding	\$1,200
			Total	\$43,100

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Acquisition of ROW and Easements for Gateway Blvd Extension

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Acquisition of property for the Gateway Blvd Extension project.

Staff Recommendation

Approve funding for appraisal services and the acquisition of right of way and easements.

Background Information

A combination of right of way, utility easements, and temporary construction easements are required from five total parcels for the extension of Gateway Boulevard to Robert Rose Drive. Staff has requested appraisal services for four of the five parcels, with one parcel already owned by the City.

The City has been in contact with the property owners concerning the project, but actual negotiations are pending. If agreements are not reached, staff recommends proceeding with condemnation after appraising the property and depositing the appraised value in court. The cost of these appraisal services is \$17,250, which is incorporated within the project's budget. An exhibit of the proposed project layout is attached for review.

Council Priorities Served

Expand infrastructure

Improvement of City streets enhances the safety of the City's roadway system.

Fiscal Impact

The cost associated with the acquisition of property is budgeted within the FY21 CIP budget for this project.

Attachments

1. Appraisal Services Engagement Letter.
2. Proposed Layout Map.

R. Rhett Turner, MAI, SR/WA
R. Rhett Turner and Associates
PO Box 2191
Mt. Juliet, TN 37121
Phone 615-812-7698 Email RRT2244@gmail.com

June 2, 2021

Mr. Tim Jackson
City of Murfreesboro
Engineering Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Fee Schedule for Gateway Blvd Extension Project
4 tracts
Locally Funded Project

Dear Mr. Jackson:

This letter agreement sets forth the terms of THE CITY OF MURFREESBORO (“Client”) employment of R. Rhett Turner, MAI, SR/WA (“Appraiser”).

The Appraiser will prepare the appraisals and write the appraisal reports, in the Formal-Part Affected (FPA) or Formal format as needed for 4 identified tracts, as requested by the Client for the project, Gateway Blvd Extension.

The purpose of the appraisal reports is to provide an opinion of fair market value. The Client’s intended use of the appraisal reports is for acquisition and/or condemnation purposes. The appraisal reports will be prepared in a format that conforms to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Standards Board of the Appraisal Foundation and the Relocation Assistance, Real Property Acquisition Policies Act of 1970 (Uniform Act) and the TDOT Guidelines for Appraisers, as appropriate. The use of the appraisal reports by anyone other than the Client is strictly prohibited.

The Scope of work is:

- **DEFINITION OF MARKET VALUE:** All estimates of value prepared for agency acquisitions shall be based on “market value” –as defined and set forth in the Tennessee Pattern Jury Instructions 2nd Edition to wit: “the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied”.
- The appraisals and appraisal reports will be conducted in accordance with the Scope of Work Rule and Standards 1 and 2 of the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

R. Rhett Turner, MAI, SR/WA
R. Rhett Turner and Associates
PO Box 2191
Mt. Juliet, TN 37121
Phone 615-812-7698 Email RRT2244@gmail.com

- Appraisals and the reports are intended to adhere to Standards 1 and 2 in effect as of the date the reports are prepared.
- All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions, Civil 11.03 to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.
- Check tax records and ownership of tracts, talk with appropriate city officials on as needed basis for individual tract related issues for each tract.
- Search the local market for comparable sales of vacant commercial tracts, research and verify the sales transactions with various available data sources.
- Inspect the subject tract and comparable sales from public street(s).
- Prepare an Appraisal Report in Formal-Part Affected (FPA) or Formal format as appropriate.

Additional fees will be charged on an hourly basis at the rate of \$300.00 per hour for any work which exceeds the scope of this assignment, including performing additional valuation considerations, meetings, or conference calls, pre-trial preparation, deposition and trial testimony.

The appraisal report is solely for the Client's use. No third party may rely upon this appraisal report under any circumstances unless such use by a third party is authorized in writing by the Appraiser. The Client has no authority to authorize a third party's use of the appraisal report. In the event that the Client provides the appraisal report to, or allows a third party to use such report, the Client shall indemnify and hold the Appraiser harmless from any and all damages, expenses, claims, including attorneys' fees incurred in investigating or defending any claim that arises from such unauthorized use.

The fee(s) for preparing and producing the appraisal report(s) will be as stated in the table below. The delivery date of the written appraisal report is estimated to be 60-90 days from the date of notice to proceed with appraisal process and acceptance of this engagement letter agreement. The fee is payable within thirty (30) days of the delivery of each appraisal report. This proposal and the fees quoted are valid for a period of 30 calendar days from the date of this engagement letter. If the Appraiser does not receive a signed copy of this engagement letter within that time, the proposed fees and offer to do the assignment are deemed withdrawn.

R. Rhett Turner, MAI, SR/WA
R. Rhett Turner and Associates
PO Box 2191
Mt. Juliet, TN 37121
Phone 615-812-7698 Email RRT2244@gmail.com

Tract	Map & Parcel	Address	Owner	FPA/Formal	Fee Estimate
1	092E-A-00800	460-496 N Thompson Lane	Oaks Retail Partners, GP	FPA	\$4,250
2	092-02301	330 Robert Rose Dr	Thomas G Hyde & Yukari F Hyde Revocable Trust	FPA	\$4,250
4	092E-A-01100	Gateway Blvd (Vacant)	Robert Biscan	Formal	\$4,500
5	092E-A-01000	1823 Medical Center Parkway	Thors Oak LLC	FPA	\$4,250
			Total Fees		\$17,250

Should additional research and discovery reveal a more detailed Formal Appraisal is required, the Appraiser reserves the right increase the fee and negotiate accordingly with the Client.

Late charges of 10% per year or the maximum statutory interest in Tennessee will apply to any unpaid balances. Attorneys' fees and all costs associated with collecting fees or the Client's breach of this agreement shall be paid by the Client. The laws of the State of Tennessee shall apply to this letter agreement and to the appraisal process. Any action brought against the Appraiser or arising out of this appraisal report shall be brought in the State of Tennessee and in the county where the Appraiser's office is located. If the Client cancels the appraisal assignment prior to its completion, Client agrees to pay all of Appraiser's expenses and time to-date for the percentage of work completed.

This engagement is limited to the appraisal of the tracts on the named project and the production of an appraisal report. Any subsequent litigation, arbitration, administrative hearings, tax appeals, or hearings of any nature as a result of this engagement or related to the appraisal report(s), to which Appraiser is not a party, will result in the Client being responsible for the payment of Appraiser's hourly rate for the preparation and presentation of testimony or other work related to such proceedings. The hourly rate for additional services beyond the review appraisal of the tracts and appraisal review report is \$300.00. This rate will apply to pre-trial meetings, pre-trial preparation, deposition and court testimony.

The data collected by the Appraiser will remain the Appraiser's property.

Unless Appraiser is provided with third party expert reports, the Appraiser will assume there are no environmental, wetland, ADA compliance issues, or building code violations. The fees charged for the Appraiser's services assume the absence of such issues. If any third-party expert opinion is needed in order to properly perform the appraisal, the Appraiser will advise the Client of the need for such opinion. It is agreed that the Client shall be responsible for the cost for any such expert.

R. Rhett Turner, MAI, SR/WA
R. Rhett Turner and Associates
PO Box 2191
Mt. Juliet, TN 37121
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The Appraiser shall complete the appraisal reports according to the standards set forth in USPAP and the Uniform Act. Any liability arising out of or pertaining to the appraisal report or any work product of the Appraiser, shall be limited. The Appraiser shall not be responsible for any incidental or consequential damages or losses unless the appraisal was prepared with intentional misconduct. The liability of the Appraiser in any such action shall not exceed the fees paid for the preparation of the assignment.

Sincerely,



R. Rhett Turner, MAI, SR/WA

Agreed and accepted this _____ day of _____, 2021.

City of Murfreesboro

By, _____
Authorized Agent on behalf of City of Murfreesboro

printed name, Authorized Agent and Title

APPROVED AS TO FORM

DocuSigned by:



Adam F. Tucker, City Attorney

MEDICAL CENTER PARKWAY

Gateway Blvd Extension Overview

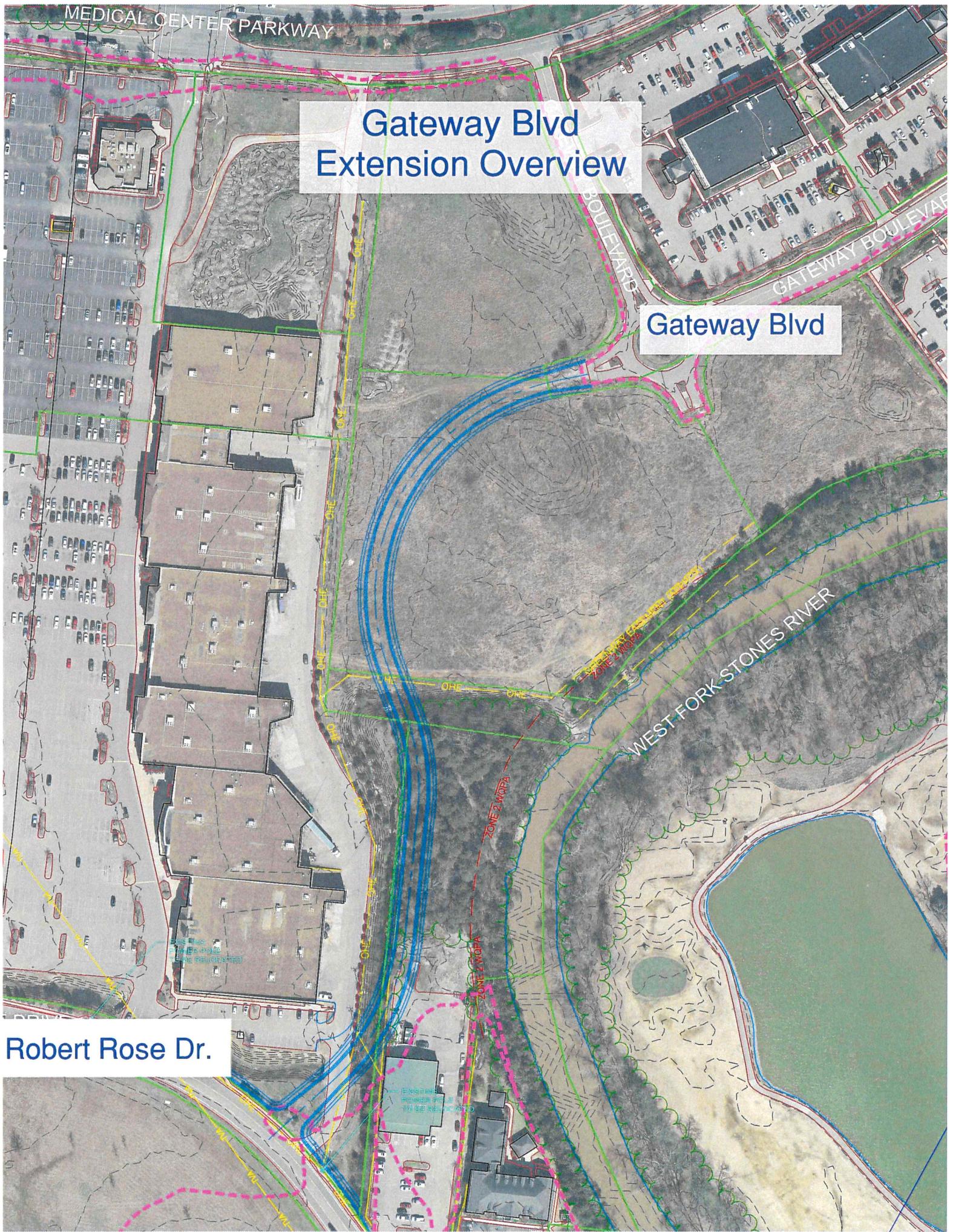
Gateway Blvd

BOULEVARD

GATEWAY BOULEVARD

WEST FORK STONES RIVER

Robert Rose Dr.



COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Contract for Sidewalk Repair Services for ADA compliance.

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

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

Summary

Contract for concrete sidewalk repair services for ADA compliance.

Staff Recommendation

Approve the contract with Precision Concrete Cutting, LLC.

Background Information

To explore a cost effective means of maintaining safety and ADA compliance throughout the City, staff entered into a trial contact in October 2020 with Precision Concrete Cutting for the repair of sidewalk trip hazards within a City subdivision. This work included grinding off trip hazards along sections of sidewalk to regain ADA compliance. This method of repair was anticipated to be less invasive and more cost effective than traditional repair methods.

With the success of this trial, staff proposes contracting with Precision Concrete Cutting for ADA sidewalk repairs in conjunction with annual street resurfacing projects. This contract is using the TIPS (The Interlocal Purchasing System) co-operative contract. The maximum contract amount is not to exceed \$50,000 and is effective for one year from the Notice to Proceed date.

Council Priorities Served

Maintain public safety

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The primary funding source for the Annual City Concrete and Storm Drainage contract is from State Street Aid which is the local share of the State's gasoline tax.

Attachments

Contract for sidewalk repair services from Precision Concrete Cutting, LLC.

**SIDEWALK REPAIR CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
PRECISION CONCRETE CUTTING, INC.**

This Construction Contract is entered into as of the _____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF MURFREESBORO**, a Tennessee municipal corporation (the "City") and **PRECISION CONCRETE CUTTING, INC.**, a corporation of the State of Utah ("Contractor").

PROJECT DESCRIPTION

- A. The project for which Contractor is providing construction repair services (the “Work”) is described as follows (the “Project”): Removal of Concrete Trip Hazards measuring .25” – 2” to bring City sidewalks to ADA Standard compliance, as listed on Exhibit C, Precision Concrete’s Price Quote #051121. The Work includes all construction repair services required under the Contract Documents, as hereinafter defined, including all labor, materials, equipment and services necessary to fulfill Contractor’s obligations.
- B. There is no architect or engineer for this project as the contemplated expenditure for the complete project does not exceed fifty thousand dollars (\$50,000), and the work does not alter the structural, mechanical or electrical system of the project, as permitted by T.C.A. § 62-2-107(b).
- C. The following constitute the contract documents for the Project (the “Contract Documents”):
 - (1) This Contract
 - (2) TIPS (The Interlocal Purchasing System) Contract 200602, *Pavement and Other Related Services* (the “Solicitation”)
 - (3) Exhibit A - Supplemental Conditions
 - (4) Exhibit B – Insurance Requirements
 - (5) Exhibit C – Precision Concrete Cutting’s Quote #051121
 - (6) Non-Collusion Affidavit
 - (7) Drug Free Workplace Affidavit

AGREEMENT

- 1. **Date of Commencement; Contract Time.**
 - 1.1. The date of commencement of the Work shall be the date set forth in the Notice to Proceed by the City. The City has no liability whatsoever for any costs incurred by Contractor prior to the date set in the Notice to Proceed.
 - 1.2. Contract Time shall be for one year from the Effective Date.

2. Contract Sum.

- 2.1. The **maximum** amount due to Contractor for performance of the Work is \$50,000.00, fifty thousand dollars (the “Contract Sum”), which will be paid to Contractor by the City in accordance with the Payment section of this Agreement. Contractor will be compensated based on the unit pricing contained in Contractor’s Price Proposal, Quote #051121, of \$50.00/Inch Foot (inch foot pricing is calculated by multiplying the average depth of the cut by the width of the cut in the saw cutting process).
- 2.2. The Contract Sum includes all items and services necessary for the Work. No increases in this price of this Contract is authorized unless a written Change Order is signed by a person duly authorized by the City, and no course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract price and no person may waive this provision. The parties further acknowledge that change orders that individually or in the aggregate will cause the Contract Sum to exceed \$25,000 must be approved by City Council before any such change order or orders are binding against the City.

3. Payment.

- 3.1. Payment Applications. At least ten days before the date established for each progress payment, Contractor will submit to City an itemized Payment Application for Work completed in accordance with the values stated in the Agreement. This Application will be supported by data substantiating the Contractor's right to payment as the City may reasonably require.
 - 3.1.1. Materials and Equipment. Payments for materials and equipment included in a Payment Application will be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.
 - 3.1.2. Title and Liens. Contractor warrants that title to all Work included in a Payment Application will pass to the City no later than the time of the City’s payment all work will be free and clear of liens; claims, security interests, or other encumbrances.
- 3.2. Notice and Payment.
 - 3.2.1. The City will within seven days after receipt of the Application, issue to Contractor a Payment Notice, for the amount determined to be due under this Agreement and provide explanation for any amount applied for that is to be withheld from payment.
 - 3.2.2. The City will pay Contractor the amount due according the Payment Notice within five business days of the date of the Payment Notice.
 - 3.2.3. Contractor must properly and timely pay each subcontractor and supplier upon receipt of payment from the City. The City has no responsibility for payments to

a subcontractor or supplier; provided however, The City reserves the right to pay any subcontractor or supplier directly at any time.

3.3. Payment Notice, progressive payments, or use or occupancy of the Project or any part thereof does not constitute The City's acceptance of any Work not performed in accordance with this Agreement and the Contract Documents.

3.4. Substantial Completion.

3.4.1. Substantial Completion is achieved when the work, or a portion thereof, is completed sufficient for The City's occupancy or use and is accepted by The City. It is the intention of the parties that the Project be completed in whole and that acceptance of a part of the Project is at the City's sole discretion.

3.4.2. Contractor will inform The City when the work is substantially complete, and The City will inspect the Project.

3.4.3. Upon acceptance by The City of the Project as substantially complete, The City will provide Contractor written notice of Substantial Completion Acceptance and with a list of items ("Punch List") to be completed for Final Completion along with a reasonable period for The City to achieve Final Completion.

3.4.4. Contractor's warranty of the Work will begin as of the date of Substantial Completion.

3.5. Final Completion and Final Payment

3.5.1. Upon receipt of a final Payment Application, The City will inspect the Work and determine if the Work acceptable.

3.5.2. Final payment is due only after inspection and accepts as final completion by Owner and Contractor submits all releases, lien waivers, and documents (e.g. receipts) reflecting satisfaction of obligations related to construction of the Project.

3.5.3. Acceptance of final payment by Contractor, subcontractors, and material suppliers constitutes a waiver of all claims for which The City has not at the time of the final Payment Application been provided notice in writing as unsettled.

4. Duties and Responsibilities of City.

4.1. Information and Services Provided by the City.

4.1.1. The City shall furnish all necessary surveys and a legal description of the site, upon Contractor's written request.

4.1.2. The City will obtain the zoning approval, right-of-way access, and easements required for the Project unless the Contract Documents state that the Contractor will obtain.

4.2. City's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the City may direct the Contractor in writing to stop the Work until this correction is made.

- 4.3. The City's Right to Carry Out the Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
- 4.4. The City's Right to Perform Construction and to Award Separate Contracts. The City reserves the right to perform construction or operations related to the Project with the City's own forces, and to award separate contracts in connection with other portions of the Project. Contractor shall coordinate and cooperate with the City's own forces and separate contractors employed by the City. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

5. Duties and Responsibilities of Contractor. In addition to the duties and responsibilities set forth in Contract Documents, the Contractor:

- 5.1. Will provide construction services consistent with the Contract Documents that are beneficial in completing the Work.
- 5.2. Will provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
- 5.3. Provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
- 5.4. Maintain sole responsibly for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is affected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the various Work Assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.
- 5.5. Keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and will properly disposal of all surplus or waste materials upon completion of the Work.
- 5.6. Comply with any additional Contractor duties and responsibilities are specified in the Supplementary Conditions if attached hereto.

6. Representations of the Contractor. In order to induce the City to enter into this Contract, Contractor makes the following representations:

- 6.1.1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- 6.1.2. Contractor has had the opportunity to visit and inspect the work site and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 6.1.3. Contractor is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 6.1.4. Contractor has a clear understanding the Work Assignments will involve Public Works projects.
 - 6.1.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing the construction activities and delivering the construction services outlined in the Scope; information and observations obtained or that should have been obtained from site inspections; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - 6.1.6. 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.
 - 6.1.7. Contractor is aware of the general nature of work and that other work may be performed by the City and/or others at the various Work Assignment sites that relates to the Work as indicated in the Contract Documents.
 - 6.1.8. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Contractor.
 - 6.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
7. **Duties and Responsibilities of the City.** In addition to the duties and responsibilities set forth in the above referenced documents, the City will provide suitable surveys, sketches, or drawings of the requirements and/or limits of the various individual Work Assignments; Appropriate schedules for the progress of the various Work Assignments; and other information as may be requested and/or appropriate for the Contractor to execute the various Work Assignments.
8. **Term and Progress of the Work.** This Contract is not effective until approved by the City and signed by all required parties.
- 8.1.1. The Contract time is for a period specified in the documents identify in Section 1(a) of this Agreement. No adjustment to this time will be made except by a written Change Order signed by a person duly authorized by the City and no

course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract price and no person may waive this provision.

- 8.1.2. No work on this Project may begin prior to a Notice to Proceed being issued by the City and Contractor hereby waives any claim for any compensation or reimbursement performed prior to the Notice to Proceed.
- 8.1.3. The City may perform construction related to the Project with its own forces or award separate contracts in connection with other portions of the Project. Contractor must cooperate and coordinate all Contractor's work with all City work.
- 8.1.4. Additional Progress of Work requirements are as specified in the Supplementary Conditions.
9. **Termination for Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within 72 hours after the serving of such notice upon the Contractor such violation or delay ceases and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said 72 hours. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
10. **Suspension of Work.** Any unauthorized work stoppage due to any types of strike by the Contractor's labor force is grounds for immediate termination of this Contract by the City; provided however, in the City's sole discretion, during any period of work stoppage by the Contractor's labor force, the City reserves the right to have any and all Work Assignments performed by the City crews or crews from another Contractor or Contractors and to deduct from the Contract Price all costs associated with such performance.
11. **Termination for Convenience.** The City may terminate this Contract at any time upon 30 days written notice to Contractor. In that event, the Contractor is entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
12. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
13. **Maintenance of Records.** Contractor must maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, will be maintained for a period of three full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.
14. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required.
15. **Priority of Documents.** In the event of conflicting provisions, all documents are to be construed according to the following priority: (i) any properly executed amendment or

change order to this Contract (most recent with first priority); then (ii) this Contract and exhibits thereto; then (iii) the provisions of any required Payment and Performance Bond; then (iv) the specifications referenced herein; and lastly (v) any other documents referenced herein.

16. **No Partnership or Joint Venture.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party is liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
17. **Waiver.** No waiver of any provision of this Contract, include modification of the Contract price, affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
18. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability 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, the Contractor certifies and warrants it will comply with this policy.
19. **Indemnification.** Contractor indemnifies and hold harmless the City, its officers, agents, and employees from (i) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and (ii) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws. Contractor must pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
20. **Insurance.** Contractor must maintain insurance as required by and in accordance with the requirements specified in Exhibit B hereto. Contractor must name the City and the City of Murfreesboro as an additional insured on all liability insurance policies and provide the City a copy of the endorsement. Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
21. **Attorney Fees.** Contractor agrees that should either party deems it necessary to take legal action to enforce any provision of the Contract and the City prevails to any extent, Contractor must pay all expenses of such action including the City's attorney fees and costs incurred at all stages of the litigation or dispute resolution.
22. **Assignment—Consent Required.** The provisions of this Contract inure to the benefit of and is binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole

or in part without the prior written consent of the City. Any such assignment or transfer will not release Contractor from its obligations hereunder. **NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF: CITY ATTORNEY, CITY OF MURFREESBORO, 111 WEST VINE STREET, MURFREESBORO, TN 37130.**

23. **Entire Contract.** This Contract and all documents listed above, set forth the entire agreement between the parties with respect to the subject matter hereof and are govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract is binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract constituted, or may be deemed to constitute, a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.
24. **Force Majeure.** In the event of any occurrence of an event of *force majeure*, meaning any act of war, riot, civil unrest, order of legal authority, act of nature, epidemic, pandemic, public health crisis, or other unavoidable causes that could not have been prevented by and which are not attributed to fault or negligence of Contractor, (i) the City may choose to cancel this Contractor, pay only for work performed by Contractors, and have no further liability whatsoever under the Contract, or (ii) at the City option, Contractor will be granted an equitable extension of the period of performance.
25. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof is governed by the laws of the State of Tennessee. Tennessee law governs regardless of any language in any attachment or other document that the Contractor may provide.
26. **Venue.** Any action between the parties arising from this Agreement must be maintained in the courts for Rutherford County, Tennessee.
27. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Contract.
28. **Notices.** Notices to the City 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 below. Any notice to Contractor from the City relative to any part of the Contract will be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

Address for notice to Contractor:

Precision Concrete Cutting
Attn: Joseph Norris
PO Box 640610
Pike Road, AL 36064

Address for notice to the City:

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

PRECISION CONCRETE CUTTING

CITY OF MURFREESBORO

By: Matthew Haney
Its: President

By: Shane McFarland
Its: Mayor

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

Exhibit A
Supplementary Conditions

Each party acknowledges that no Supplementary Conditions are necessary for this project by initialing below:

City: _____

Contractor: _____

Exhibit B Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

1.3 Each general liability policy must be endorsed or written to:

- a. Include the per project aggregate endorsement;
- b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
- c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
- d. Includes a severability of interest clause; and
- e. Waive all rights of recovery against the Additional Insureds.

2. **Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the “Completed Operations Term”).
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities’ general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be

excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The

Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond, if any, required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: FY 2021 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright

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 budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Administration

For the purchase of video conferencing equipment to be used in the Admin Conference Room. Move \$4,000 from Contractual Services to Office Machinery & Equipment.

For the CUD cost reimbursement for Burnt Knob Water Main improvements. Move \$165,000 from Salaries and Benefits to Economic Development Contractual Services.

Hotel/motel tax revenues have been higher than anticipated, therefore the corresponding amount transferred to the Chamber of Commerce is also higher than budgeted. Move \$13,000 from Chamber – Tourist Events and \$60,000 from Economic Development Professional Services to Chamber of Commerce.

Communications

To replace the editing server at the end of its useful life. Move \$18,000 from Repair & Maintenance – Machinery & Equipment and move \$7,000 from Legal Services to Machinery & Equipment.

Engineering

To repair damaged plywood and replace shingles for the entire roof of Joe B. Jackson field office. Move \$15,000 from Salary – Full-Time - Regular to Building Expense.

Fleet

The cost for outside vendor repairs has been higher than budgeted this year. Move \$50,000 from Salary – Full-Time - Regular to Fleet-Sublet Repair & Maintenance.

The cost to purchase the inventory during the parts takeover from NAPA was larger than anticipated. Move \$50,000 from Salary – Full-Time – Regular to Vehicle Parts & Repair.

Golf

A full-time Program Coordinator position was created at Bloomfield. Move \$14,554 from

Contractual Services to Bloomfield Salaries and Benefits and move \$41,622 from Old Fort Salaries and Benefits to Bloomfield Salaries and Benefits.

To align with current program goals additional part-time hours are being allocated to Old Fort. Move \$13,841 from Bloomfield Part-Time Regular Employee Wages to Old Fort Part-Time Regular Employee Wages.

Additional pro-shop supplies for resale are needed to meet demand. Move \$25,000 from Bloomfield Salaries & Benefits to Old Fort Supplies For Resale – Golf Shop.

Additional pro-shop and food and beverage supplies for resale are needed to meet demand. Move \$11,500 from Salaries – Full-Time – Regular to Supplies For Resale – Golf Shop and move \$28,500 from Salaries – Full-Time – Regular to Supplies For Resale – Food & Bev.

HR

To replace the broken HR conference table. Move \$700 from Office Supplies and Materials to Furniture & Fixtures.

IT

The amount for the replacement VM Host Server increased. Move \$4,400 from Salaries – Full-Time – Regular to Machinery and Equipment.

Other General Government

The Civic Plaza fountain pump required replacement. Move \$7,500 from Unforeseen Contingencies to Civic Plaza Other Improvements.

To add a new copier in the Finance Department. Move \$10,500 from Unforeseen Contingencies to Finance Office Machinery & Equipment.

To replace the second copier in the Finance Department, as parts are no longer available to repair it. Move \$2,500 from Unforeseen Contingencies to Finance Office Machinery & Equipment.

To purchase two mulching deck mowers, a 73" milling head, and a tow behind compressor. Move \$88,000 from Unforeseen Contingencies to Street Machinery & Equipment.

For the recruitment of the City Treasurer/Finance Director position. Move \$24,500 from Unforeseen Contingency to City Council Contractual Services.

For the one-time transfer to Murfreesboro City Schools to match the funds raised for a track installation at Discovery School. Move \$20,500 from Unforeseen Contingencies to Non-Department Transfers Transfer to Schools – One Time.

The Strategic Partnership payment to the County Health Department for FY 2020 was inadvertently missed. This provides funds to fulfill the FY 20 commitment. Move \$11,000 from Unforeseen Contingencies to Strategic Partnerships Health Department.

Parks & Recreation

For fence replacement at the Overall Street Trailhead. Move \$3,542 from Repair &

Maintenance – Grounds & Improvements to Other Improvements.

To replace all back stop netting at StarPlex. Move \$12,031 from Repair & Maintenance – Grounds & Improvements to Parks & Recreation Facilities.

For the grading of the new playground site at Barfield Crescent Park and to replace the theatre lighting at Patterson Community Center. Move \$28,886 from Part-Time Regular Employee Wages to Other Improvements.

The amount budgeted for the pavilion roof replacement at Rogers Park was less than the low bid, so additional funds were needed to proceed with replacement. Move \$14,875 from Part-Time Regular Employee Wages to Building Expenses.

For the purchase of a small storage building. Move \$3,774 from Part-Time Regular Employee Wages to Building Expenses.

To replace credit card readers to meet credit compliance industry standards and to add two mobile card readers. Move \$12,537 from Part-Time Regular Employee Wages to Computer Equipment.

For the purchase of disc golf baskets for the new course. Move \$5,775 from Part-Time Regularly Employee Wages to Other Improvements.

Police

To purchase an additional mobile surveillance trailer. Move \$40,000 from Salary – Full-Time - Regular to Machinery & Equipment.

Street

To purchase a 12' custom flat bed for a truck that was transferred to the Street Department. Move \$6,200 from Salary – Full-Time - Regular to Machinery & Equipment.

Airport

General liability insurance premiums are higher than anticipated. Move \$10,900 from Machinery & Equipment to General Liability Insurance.

Loan/Bond Fund

Transfers between funds must balance. Transactions arising from payments from developers and a closed checking account necessitated funds to be transferred to the Debt Service Fund from the Loan/Bond Fund. An amendment for \$200,000 balances the necessary accounts within the Debt Service Fund, Loan/Bond Fund, and General Fund.

Council Priorities Served

Responsible budgeting

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

The transfers within the Funds will have no effect on fund balance.

Attachments

Detailed Inter-Fund Budget Requests



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org	<u>10111008</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>
Amount	<u>\$4,000</u>

Move funds to:

Org	<u>10111009</u>
Object	<u>594700</u>
Acct Name	<u>Office Machinery & Equipment</u>

Explanation: For the purchase of video conferencing equipment to be used in the Admin Conference Room.

Department Head Signature Amanda DeRosia

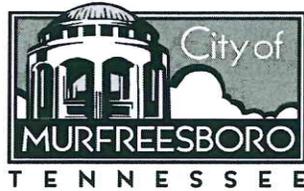
Reviewed by Finance

Date 05/24/2021

Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6.3.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org	<u>10111007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-time - Regular</u>
Amount	<u>\$ 125,000.00</u>

Move funds to:

Org	<u>10111358</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>

Explanation: For the CUD cost reimbursement for Burnt Knob Water Main improvements.

Move funds from:

Org	<u>10111007</u>
Object	<u>514100</u>
Acct Name	<u>Social Security & Medicare Tax</u>
Amount	<u>\$ 5,000.00</u>

Move funds to:

Org	<u>10111358</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>

Explanation: For the CUD cost reimbursement for Burnt Knob Water Main improvements.

Inter-Fund Budget Amendment Request

Move funds from:

Org 10111007

Object 514200

Acct Name Hospital and Health Insurance

Amount \$ 35,000.00

Move funds to:

Org 10111358

Object 520000

Acct Name Contractual Services

Explanation: For the CUD cost reimbursement for Burnt Knob Water Main improvements.

Department Head Signature

Amanda DeRosia

Date

05/24/2021

Reviewed by Finance

Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6.3.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10111998
 Object 572041
 Acct Name Chamber - Tourist Events
 Amount \$ 13,000.00

Move funds to:

Org 10111998
 Object 572007
 Acct Name Chamber of Commerce

Explanation: Hotel/Motel Tax revenues have been higher than anticipated. The corresponding amount transferred to the Chamber of Commerce is also higher than budgeted.

Move funds from:

Org 10111358
 Object 525000
 Acct Name Professional Services
 Amount \$ 60,000.00

Move funds to:

Org 10111998
 Object 572007
 Acct Name Chamber of Commerce

Explanation: Hotel/Motel Tax revenues have been higher than anticipated. The corresponding amount transferred to the Chamber of Commerce is also higher than budgeted.

Inter-Fund Budget Amendment Request

Move funds from:

Org 10111358

Object 528000

Acct Name Training & Travel

Amount \$ 5,000.00

Move funds to:

Org 10111998

Object 572007

Acct Name Chamber of Commerce

Explanation: Hotel/Motel Tax revenues have been higher than anticipated. The corresponding amount
transferred to the Chamber of Commerce is also higher than budgeted.

Department Head Signature Amanda DeRosia

Reviewed by Finance

Date 06/08/2021

Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-10-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10117008
 Object 526200
 Acct Name Repair & Maint. - Machinery & Equip
 Amount \$ 18,000.00

Move funds to:

Org 10117009
 Object 594000
 Acct Name Machinery & Equipment

Explanation: To replace the editing server that is nearing the end of its life. This will allow for annual maintenance support savings.

Move funds from:

Org 10117008
 Object 525200
 Acct Name Legal Services
 Amount \$ 7,000.00

Move funds to:

Org 10117009
 Object 594000
 Acct Name Machinery & Equipment

Explanation: To replace the editing server that is nearing the end of its life. This will allow for annual maintenance support savings.

Alan Bogens
 Department Head Signature

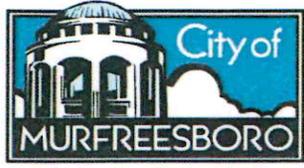
3/9/21
 Date

Amanda DeRosia
 Reviewed by Finance

03/09/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/10/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10312007
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$15,000

Move funds to:

Org 10312009
Object 592000
Acct Name Building Expense

Explanation: Repair damaged plywood and replace shingles for entire roof

[Signature]
Department Head Signature

4-15-2021
Date

Amanda DeRosia
Reviewed by Finance

04/15/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/16/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10125007
Object 511100
Acct Name Salary-Full-Time-Regular
Amount \$50,000.00

Move funds to:

Org 10125008
Object 526102
Acct Name Fleet-Sublet Repair & Maint

Explanation: This will be used to cover the cost of outside vendor repairs.

Move funds from:

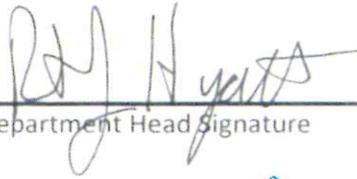
Org 10125007
Object 511100
Acct Name Salary-Full-Time-Regular
Amount \$50,000.00

Move funds to:

Org 10125008
Object 533200
Acct Name Vehicle Parts & Repair

Explanation: The cost to purchase the inventory during the parts takeover from NAPA was larger than expected.

Inter-Fund Budget Amendment Request


Department Head Signature

4/26/2021
Date

Amanda DeRosia
Reviewed by Finance

04/28/2021
Date

Approved

Declined


City Manager

4-28-21

Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10414228
Object 520000
Acct Name Contractual Services
Amount \$ 14,554.00

Move funds to:

Org 10414227
Object 511100
Acct Name Salary - Full-Time - Regular

Explanation: For full-time Program Coordinator position at Bloomfield

Move funds from:

Org 10414207
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$ 20,044.00

Move funds to:

Org 10414227
Object 511100
Acct Name Salary - Full-Time - Regular

Explanation: For full-time Program Coordinator position at Bloomfield

Inter-Fund Budget Amendment Request

Move funds from:

Org 10414207
Object 514100
Acct Name Social Security & Medicare Tax
Amount \$ 2,163.00

Move funds to:

Org 10414227
Object 514100
Acct Name Social Security & Medicare Tax

Explanation: For full-time Program Coordinator position at Bloomfield

Move funds from:

Org 10414207
Object 514200
Acct Name Hospital and Health Insurance
Amount \$ 16,085.00

Move funds to:

Org 10414227
Object 514200
Acct Name Hospital and Health Insurance

Explanation: For full-time Program Coordinator position at Bloomfield

Move funds from:

Org 10414207
Object 514203
Acct Name Dental Insurance - Delta
Amount \$ 563.00

Move funds to:

Org 10414227
Object 514203
Acct Name Dental Insurance - Delta

Explanation: For full-time Program Coordinator position at Bloomfield

Inter-Fund Budget Amendment Request

Move funds from:

Org 10414207
Object 514301
Acct Name Defined Contribution Plan
Amount \$ 2,767.00

Move funds to:

Org 10414227
Object 514301
Acct Name Defined Contribution Plan

Explanation: For full-time Program Coordinator position at Bloomfield

Move funds from:

Org 10414227
Object 512100
Acct Name Part-Time Regular Emp Wages
Amount \$ 13,841.00

Move funds to:

Org 10414207
Object 512100
Acct Name Part-Time Regular Emp Wages

Explanation: Moving Part-Time position to Old Fort to align with current goals.

[Signature]
Department Head Signature

3/4/21
Date

Amanda DeRosia
Reviewed by Finance

03/05/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/10/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10414227
 Object 511100
 Acct Name Salary - Full-Time - Regular
 Amount \$ 12,000.00

Move funds to:

Org 10414208
 Object 535003
 Acct Name Supplies For Resale - Golf Shop

Explanation: Additional pro-shop supplies for resale are needed to meet demand.

Move funds from:

Org 10414227
 Object 514200
 Acct Name Hospital and Health Insurance
 Amount \$ 13,000.00

Move funds to:

Org 10414208
 Object 535003
 Acct Name Supplies For Resale - Golf Shop

Explanation: Additional pro-shop supplies for resale are needed to meet demand.

[Signature]
 Department Head Signature

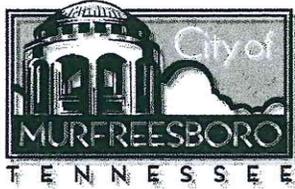
5/18/21
 Date

Amanda DeRosia
 Reviewed by Finance

05/18/2021
 Date

Approved	<input checked="" type="checkbox"/>		
Declined	<input type="checkbox"/>	<u>[Signature]</u> City Manager	<u>5-20-21</u> Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10414207
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$ 11,500.00

Move funds to:

Org 10414208
Object 535003
Acct Name Supplies For Resale - Golf Shop

Explanation: Additional pro-shop supplies for resale are needed to meet increased demand.

Move funds from:

Org 10414207
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$ 28,500.00

Move funds to:

Org 10414208
Object 535004
Acct Name Supplies For Resale - Food & Bev

Explanation: Additional food and beverage supplies for resale are needed to meet increased demand.

[Signature]
Department Head Signature

6/2/2021
Date

Amanda DeRosia
Reviewed by Finance

06/02/2021
Date

Approved

Declined

[Signature]
City Manager

6.3.21
Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:
Org 10118008
Object 531000
Acct Name Office Supplies and Materials
Amount \$700

Move funds to:
Org 10118009
Object 594901
Acct Name Furniture & Fixtures

Explanation: To replace the broken HR conference table.

[Signature]
Department Head Signature

3.25.2021
Date

Amanda DeRosia
Reviewed by Finance

03/25/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3.25.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10116007
Object 511100
Acct Name Salaries - Full-Time - Regular
Amount \$4,400

Move funds to:

Org 10116009
Object 594000
Acct Name Machinery and Equipment

Explanation: Price of the replacement VM Host Server has increased.

Matthew C. Boyer

Department Head Signature

3/15/21

Date

Amanda DeRosia

Reviewed by Finance

03/15/2021

Date

Approved

[Signature]

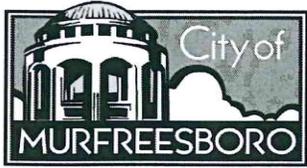
City Manager

3-16-21

Date

Declined

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen
Amount \$7,500

Move funds to:

Org 10315119
Object 593900
Acct Name Other Improvements

Explanation: To replace the Civic Plaza fountain pump, which is beyond repair.

Devin Wright
Department Head Signature

2-26-21
Date

Amanda DeRosia
Reviewed by Finance

02/26/2021
Date

Approved	<input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>2/26/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:
 Org 10130008
 Object 599909
 Acct Name Unforeseen Contingencies
 Amount \$10,500

Move funds to:
 Org 10112009
 Object 594700
 Acct Name Office Machinery & Equipment

Explanation: To replace copier in the Finance department, at the end of it's useful life.

[Signature]
 Department Head Signature

3-25-21
 Date

Amanda DeRosia
 Reviewed by Finance

03/25/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-25-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$2,500

Move funds to:

Org 10112009

Object 594700

Acct Name Office Machinery & Equipment

Explanation: To replace copier the second Finance department copier which replacement parts are no longer available to fix it.

[Signature]
Department Head Signature

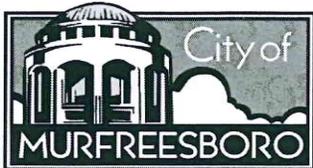
3-30-21
Date

Amanda DeRosia
Reviewed by Finance

03/30/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-30-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



T E N N E S S E E

... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:
Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$88,000

Move funds to:
Org 10315009
Object 594000
Acct Name Machinery & Equipment

Explanation: The Street Department has several necessary equipment needs (2) mulching deck mowers,
a 73" milling head, and a tow behind compressor.

[Signature]
Department Head Signature

3-29-21
Date

Amanda DeRosia
Reviewed by Finance

03/29/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-30-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008
 Object 599909
 Acct Name Unforeseen Contingencies
 Amount \$24,500

Move funds to:

Org 10110008
 Object 520000
 Acct Name Contractual Services

Explanation: For the recruitment of the City Treasurer/Finance Director position.

[Signature]
Department Head Signature

4-7-21
Date

Amanda DeRosia
Reviewed by Finance

04/07/2021
Date

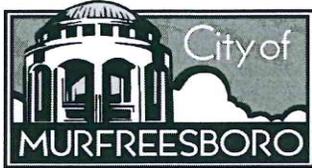
Approved

Declined

[Signature]
City Manager

4-8-21
Date

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



T E N N E S S E E

... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$20,500

Move funds to:

Org 10510008

Object 576003

Acct Name Transfer to Schools - One Time

Explanation: For the one-time transfer to Murfreesboro City Schools to match the funds raised for a track installation at Discovery School.

Alexis Winger
Department Head Signature

5-6-2021
Date

Amanda DeRosia
Reviewed by Finance

05/06/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/12/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008
~~10310008~~
Object 599909
Acct Name Unforeseen
Amount \$11,000

Move funds to:

Org 10410998
Object 572001
Acct Name Health Department

Explanation: The Strategic Partnership payment to the County Health Department for FY 2020 was inadvertently not made. This will provide funds to make them whole in the current fiscal year.

[Signature]
Department Head Signature

2-24-21
Date

Amanda DeRosia
Reviewed by Finance

02/24/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/24/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10413048

Object 526500

Acct Name Repair & Maint - Grounds & Imp

Amount \$3,542

Move funds to:

Org 10413009

Object 593900

Acct Name Other Improvements

Explanation: For fence replacement at the Overall Street Trailhead.

[Signature]
Department Head Signature

1/28/2021
Date

Amanda DeRosia
Reviewed by Finance

01/29/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1.29.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Move funds to:

Org 10413088
 Object 526500
 Acct Name Repair & Maint. Grounds & Imp
 Amount \$12,031

Org 10413009
 Object 593700
 Acct Name Parks & Recreation Facilities

Explanation: To replace all back stop netting at StarPlex.

[Signature]
 Department Head Signature

3/11/2021
 Date

Amanda DeRosia
 Reviewed by Finance

03/11/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>3/12/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10413007
 Object 512100
 Acct Name Part-time Salaries
 Amount \$ 28,886.00

Move funds to:

Org 10413009
 Object 593900
 Acct Name Fixed Assets Other Improvements

Explanation: The site for the new playground at Barfield Crescent Park being donated by Blue Cross needs to be graded at a cost \$15,500. Also, the theatre lighting at Patterson Community Center needs to be replaced at a cost of \$13,386. Funds are available in part-time salaries due to Covid related reduction in programs.

[Signature]
 Department Head Signature

4/19/2021
 Date

Amanda DeRosia
 Reviewed by Finance

04/19/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-20-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10413007
 Object 512100
 Acct Name Part-time Salaries
 Amount \$ 14,875.00

Move funds to:

Org 10413009
 Object 592000
 Acct Name Fixed Assets Building Expenses

Explanation: \$25,000 was budgeted for replacement of the pavilion roof at Rogers Park. The low bid is \$39,875. Funds are available in part-time salaries due to Covid related reduction in programs and staff.

[Signature]
 Department Head Signature

4/22/2021
 Date

Amanda DeRosia
 Reviewed by Finance

04/22/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4.22.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:		Move funds to:	
Org	<u>10413007</u>	Org	<u>10413009</u>
Object	<u>512100</u>	Object	<u>592000</u>
Acct Name	<u>Part-time Salaries</u>	Acct Name	<u>Fixed Assets - Buildings</u>
Amount	\$ <u>3,774.00</u>		

Explanation: An additional staff person is moving to the Parks and Recreation Administrative office.

This move will reduce our storage capacity for files, plans, construction documents, etc.. A small storage building will alleviate the problem.

[Signature] - 4/28/2021
 Department Head Signature Date

Amanda DeRosia 04/29/2021
 Reviewed by Finance Date

Approved	<input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>4.30.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10413007
 Object 512100
 Acct Name Part Time Salaries
 Amount \$ 5,775.00

Move funds to:

Org 10413009
 Object 593900
 Acct Name Other Improvements

Explanation: The new disc golf course on the north side of is being finished earlier than expected. We would like to purchase the Disc Golf baskets for the course before the end of this fiscal year so we can open the new disc golf course when completed. We anticipate the opening to be end of June.

[Signature]
 Department Head Signature

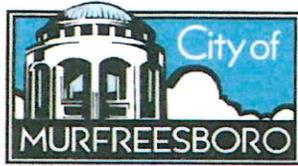
5/20/2021
 Date

Amanda DeRosia
 Reviewed by Finance

05/20/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5.20.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10210007
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$40,000

Move funds to:

Org 10210009
Object 594000
Acct Name Machinery & Equipment

Explanation: For the purchase of an additional mobile surveillance trailer.

[Signature]
Department Head Signature

5-10-21
Date

Amanda DeRosia
Reviewed by Finance

05/10/2021
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/12/21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10315007
Object 511100
Acct Name Salary - Full Time - Regular
Amount \$6,200.00

Move funds to:

Org 10315009
Object 594000
Acct Name Machinery and Equipment

Explanation: funds needed to purchase 12' custom flat bed for truck that was transferred to Street from Solid Waste Department


Department Head Signature

3/4/21
Date


Reviewed by Finance

03/04/2021
Date

Approved	<input checked="" type="checkbox"/>	<u></u>	<u>3/8/21</u>
Declined	<input type="checkbox"/>	City Manager	Date



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 1209

Object 594000

Acct Name Machinery & Equipment

Amount \$10,900

Move funds to:

Org 1208

Object 551100

Acct Name General Liability Insurance

Explanation: General liability insurance premiums are higher than anticipated.

[Signature]

Department Head Signature

4-1-2021

Date

Amanda DeRosia

Reviewed by Finance

04/01/2021

Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>04-01-2021</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 1408
 Object 590000
 Acct Name Capital Outlay
 Amount \$ 150,000.00

Move funds to:

Org 1408
 Object 576005-2006
 Acct Name Transfer to Debt Service Fund

Explanation: Loan/Bond amendment for the transfer to Debt Service Fund.

Move funds from:

Org 1408
 Object 590000
 Acct Name Capital Outlay
 Amount \$ 50,000.00

Move funds to:

Org 1408
 Object 576005-2012
 Acct Name Transfer to Debt Service Fund

Explanation: Loan/Bond amendment for the transfer to Debt Service Fund.

Inter-Fund Budget Amendment Request

Move funds from:

Org 1306

Object 369601

Acct Name Transfer from General Fund

Amount \$ 200,000.00

Move funds to:

Org 1306

Object 369609

Acct Name Transfer from Loan/Bond Fund

Explanation: To reallocate transfers-in from Other Funds.

Move funds from:

Org 10510008

Object 576005

Acct Name Transfer to Debt Service

Amount \$ 200,000.00

Move funds to:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Explanation: To decrease the amount needed to transfer to Debt Service.

Melissa Weyer
 Department Head Signature

6-3-21
 Date

Amanda DeRosia
 Reviewed by Finance

06/03/2021
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6.3.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Annual Actuarial Services
Department: Finance
Presented by: Melissa Wright, City Recorder
Requested Council Action:

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

Summary

The City contracts for actuarial services each year to value and report upon the Defined Benefit Pension Plan.

Staff Recommendation

Approve contract with Findley, a Division of USI, (Findley) to perform the annual services. The fee quoted is \$30,000-\$35,000, which matches the prior year.

Background Information

The City retains actuary services each year to value the City's defined benefit pension plan, provide reporting information required by GASB accounting standards, provide individual benefit statements, and appear before the Pension Committee to present the findings. Findley staff members are familiar with the City's plan and offers assistance and advice as needed.

Council Priorities Served

Responsible budgeting

The information provided from the actuarial report allows for accurate reporting in the City's financial statements, and guides City management staff in planning for budgeting contribution costs and Plan assumption evaluations.

Fiscal Impact

The fee payment is made directly from the Pension Plan and is a part of the computation for the annual contribution.

Attachments

Engagement Letter



Michael G. Guyton, FSA, EA, MAAA
Michael.Guyton@findley.com
615.665.5355

April 26, 2021

VIA ELECTRONIC DELIVERY

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

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

Dear Melissa:

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

This letter outlines

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

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

This Agreement is effective for the plan year beginning July 1, 2021, and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after September 30, 2021, we reserve the right to reissue this Engagement Letter with revised fee estimates for expected services.

Melissa B. Wright
April 26, 2021
Page 2

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

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

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

Sincerely,

FINDLEY, A DIVISION OF USI

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

Attachment: Exhibit A General Terms

AGREED TO:

City of Murfreesboro

By: _____ Date: _____

Title: _____

EXHIBIT A

GENERAL TERMS

Fees

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

<i>Annual Actuarial Services for City of Murfreesboro, Tennessee Employees' Revised Pension Plan</i>	<i>Fee</i>
<ul style="list-style-type: none"> ▪ Annual Actuarial Valuation and Report (Funding Report) as of July 1, 2021 ▪ Government Accounting Report as of June 30, 2021 ¹ ▪ Annual Individual Benefit Statement ² ▪ Annual Meeting 	<p>\$30,000 - \$35,000</p>
<p>¹ Results will be split between Water and Sewer and other</p>	
<p>² Three electronic files will be provided for each of the following groups: General Employee Participants, Fire and Police Participants, and Water and Sewer Participants</p>	

Additional Services

Additional Actuarial Services

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the entities
- Annual estimates of succeeding year contributions and accounting expense
- Quarterly funded status scorecard
- Projections of funding or accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- Study of demographic assumptions based on Plan experience
- Actuarial valuations, accounting expense and accounting disclosure determinations for Other Post-Employment Benefit Plans (non-pension) under GASB 43 and 45 City (other than listed above)
- Resolving trustee accounting or reporting problems
- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of Plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Actuarial studies involving forecasting of cash flow and/or accounting results
- Lost participant searches, address corrections
- Meetings and telephone conferences (in addition to those listed above)

Participant Communication Services

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

Plan Documentation and Regulatory Compliance Services

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

Services for Other Plans

- Any other services associated with other plans sponsored by the City or other related organizations

Billing Rates

Findley's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. Findley's current average hourly rates as of January 1, 2021:

Managing Consultant / Principal	\$330 - \$495
Consultant / Senior Consultant	\$235 - \$330
Technician / Analyst	\$175 - \$235
Administrative	\$85 - \$175

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

Expenses

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

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

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

Billing Procedures

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

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

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

The City shall promptly review each monthly invoice and shall notify Findley in writing of any dispute within 35 days of the date such bill was mailed or within 35 days of receipt if sent by means other than the U.S. Postal Service. If the the City does not notify Findley in writing of any dispute within 35 days as provided above, such invoice shall be conclusively deemed to be correct and payable and the City shall not assert otherwise.

If the City disputes an invoice within 35 days as provided above, the City shall never-the-less pay the undisputed portion of such invoice within the original 35 day period, except that the City may extend such period for payment by up to ten days. If an invoice is disputed, the parties shall attempt in good faith to reach agreement as to the correct amount. If the parties are unable to agree, the invoice shall be submitted to binding arbitration as provided for in the Dispute Resolution section below.

From time to time the City and Findley may agree to limit Findley's fee for a specific project to no more than a specified dollar amount, or may agree to a fixed fee for a specific project. In such an

event, if the City provides incorrect or incomplete data, or provides data in a form other than the form specified above (or mutually agreed upon), or if extra work is required because the data is provided later than agreed upon, any additional work required due to such incomplete, incorrect or late data shall be billed at Findley's regular hourly rates regardless of the relationship of such rates to the original project fee.

In connection with each invoice, Findley shall provide such information as the City shall reasonably request for purposes of verifying such invoice, provided however that if the City requests information that is not normally captured by Findley's billing system, the City's request shall apply only to work performed after such request is made, and provided further that if Findley must incur more than dominium's additional costs or time to capture such information, the City shall agree to reimburse Findley for such expense or compensate Findley for such time.

Use of Work

All Findley work product shall be used only for the specific purposes for which it is intended as shown in the work product itself. The actuarial valuation shall be used for no purposes other than budgeting and determination of contributions to the City's pension plan. Without limitation of the above, the City shall not, without Findley's prior written consent, use any Findley work product for the purpose of any financing or sale transaction, including, but not limited to, the following: (1) use in any debt covenant; (2) the determination of the sale price associated with the sale of assets or any subsidiary of the City; (3) the amount of a transfer of assets from one pension plan to another.

Potential Conflicts of Interest Disclosure and Waiver

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

From time to time, Findley may provide actuarial or other consulting services to other clients whose interests may be adverse to the City's interests ("conflicting engagements"). The City consents to

such conflicting engagements, provided that Findley does not use, in such conflicting engagements, confidential information (not otherwise in the public domain) obtained through the provision of services to the City without the City's consent. In the event that a conflicting engagement relates to negotiations or a transaction in which Findley is also advising the City, Findley shall disclose such conflicting engagement to the City as soon as the conflict is known to Findley.

Potential Direct and Indirect Compensation from Other Parties

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

Confidentiality of Plan and Participant Data

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

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

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

The City Company specifically understands that Findley may engage third party vendor to perform lost participant or death searches as part of the normal course of Findley’s services and expressly agrees that Findley may share Company plan data and/or participant information with such third party vendor to the extent necessary to perform these services. Findley will maintain a nondisclosure agreement with the third party vendor.

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

Amendment and Termination

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

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

The following provisions of this agreement shall continue in effect after the termination of this engagement by either party: provisions relating to confidentiality, waiver of conflicts, use of work and disclosure of work to third parties, ownership of files and work product, the obligation of the City to pay fees to Findley, resolution of disputes between the parties, indemnity and compensation, limitations on liability, dispute resolution, choice of law, venue and binding arbitration.

Dispute Resolution

In the event of any dispute between the parties with respect to our services, (or, subject to Billing Procedures above, our fees) each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified below. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in Nashville, TN, or such other location as the parties may agree upon. If the dispute involves a claim of professional negligence or other error in actuarial calculations or advice, or if settlement of the dispute requires an understanding of the work performed or other matters involving actuarial science, the arbitrator shall be a Fellow or Associate of the Society of Actuaries who is enrolled by the Joint Board for the Enrollment of Actuaries. Each party to the arbitration shall pay its own expenses and one-half of the arbitrator’s fee, provided however that at the conclusion of the arbitration, the arbitrator may award fees and costs to either party based on which party prevailed, or, at the discretion of the arbitrator, the respective reasonableness of each party’s position in the arbitration. At the inception of the arbitration, each party shall state in writing the amount it is demanding from (or offering to) the other party. In no event shall the arbitrator award either party more than it originally demanded or less than was originally offered (except that this limitation shall not apply to fees and costs as described above). In the event that this arbitration provision is found to be unenforceable, the parties shall by mutual agreement, not to be unreasonably withheld, agree to an enforceable arbitration provision. In the event of litigation relating to this provision or this agreement, both parties waive all rights to a jury trial.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this agreement shall be governed by and construed in all respects in accordance with

the laws of the State of Tennessee. The parties all expressly agree and acknowledge that the State of Tennessee has a reasonable relationship to the parties and this agreement. As to any dispute, claim, or litigation arising out of or relating in any way to this agreement (including, without limitation, any action to compel arbitration, any action to collect amounts awarded by the arbitrator, or any other action at law or equity), the parties hereby agree and consent to be subject to the exclusive jurisdiction of the federal and state courts in the State of Tennessee. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such court, (b) any claim that any suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) any defense that it may now or hereafter have based on lack of personal jurisdiction in such forum.

Indemnification and Liability

To the extent permitted by law, you agree to hold Findley harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the Plan or of Plan related services by the City, Plan Administrator or other third party vendor. Subject to the limitations described below, Findley will be responsible for any claims, losses, damages, liabilities, costs or any other expenses attributable to any negligence or willful misconduct by Findley in the performance of our services under this Agreement.

The City and Findley mutually agree that, in the event of a claim of malpractice or professional negligence or wrongdoing in connection with this or any engagement, the following shall not be considered damages to the City and shall not be a liability to Findley, even if Findley is determined to have been in error, negligent or otherwise at fault: contributions to any City pension plan that would have been made in a different year had Findley's work product been correct; benefit amounts calculated by Findley and presented to participants in any City pension plan but not actually paid before the discovery of the error; any amounts that are recoverable by the City from a third party, even

if the City decides not to recover such amounts; punitive damages; consequential damages; and prejudgment interest in excess of 6% per year, compound. In the event of a claim of malpractice or professional negligence or wrongdoing in connection with this engagement, Findley's liability to the City shall be limited to two times the amount of fees actually paid to Findley by the City in the twelve month period prior to the event giving rise to such claim (except in the first twelve months, such limitation shall be 24 times the average monthly amount of fees paid to Findley by the City.

Recognizing that all actuarial calculations are estimates, and that methods of estimation are appropriate with respect to actuarial valuations, and recognizing that methods of estimation inherently produce results that are slightly different from the results of more precise calculations, and recognizing that the City may not reasonably rely on any actuarial valuation being absolutely precise, the following shall not be considered errors (and Findley shall have no liability therefore), regardless of how they are arrived at: any result in an actuarial valuation that differs from a more precise calculation by an amount less than 2% of the actuarial accrued liability of the plan or program to which the valuation relates, or if greater, 2% of the assets of held by, or in trust for, such plan or program.

In the event that excessive benefit amounts are paid to one or more participants of any the City pension plan or one or more employees or former employees of the City (referred to collectively as "Participants") as a result of an error by Findley, and Findley is determined to be liable for all or part of such excess, or if Findley reimburses the City for such excess amount, Findley shall have a subrogated right to any claim that may otherwise be held by the City or such pension plan for repayment of such excess benefits from such Participants. The City shall cooperate with Findley's right to collect such repayment from such Participants.

Findley shall not be liable to the City for any errors that are entirely or partially the result of Findley's use of incorrect or incomplete data provided to Findley by the City or, at the City's direction, by any employee, contractor or agent of the City,

regardless of whether Findley could have or should have noticed that such data was incomplete or erroneous.

The City and Findley agree that there are no third party beneficiaries and that no person other than the City shall have the right to rely on Findley's work product or to sue Findley for damages relating thereto. Findley is not responsible for the City's funding of any employee benefit plan. Findley is not responsible to any employee or any participant or beneficiary in any employee benefit plan for any disclosure that should be made to that individual or for any advice given (or not given) to the City.

Any complaint, arbitration or lawsuit by the City or any related person or successor in interest shall be filed only against Findley and shall not be filed against any individual employee, officer, director, contractor, subcontractor or other natural person. Notwithstanding the above, there are no third party beneficiaries to this agreement and this paragraph shall be enforceable only by Findley.

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

- The City shall indemnify and compensate Findley for time and expenses associated with any of the following:
- Production of documents, depositions, testimony, or any other form of discovery or participation in any lawsuit, audit or legal

proceeding whatsoever, by or between The City and any third party, or by or between any third party and Findley with respect to this engagement, provided however that this item shall not apply to a lawsuit between The City and Findley, nor to any lawsuit initiated by Findley.

- Any regulatory proceeding associated with this engagement (including, without limitation, any governmental or non-governmental body that regulates the actuarial profession or accredits actuaries) unless it is determined that Findley is materially at fault.
- Any fines, penalties or judgments resulting from litigation by any third party against Findley with respect to such third party's reliance on any work product in connection with this engagement, except to the extent such reliance was a purpose for which the work product was intended.

If an event occurs which might give rise to indemnification or compensation under this section, Findley shall promptly notify the City and shall permit the City to reasonably participate in the defense of or opposition to any such action, taking into account the relative economic risk of such action to Findley and the City.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other Plan information that we need in order to perform our services. It is the City's responsibility to ensure that such data is complete and accurate. Findley is not responsible for checking such data in any way. The City shall have an employee or other agent of the City review such data before it is provided to Findley and will ensure that the individual performing such review is knowledgeable with regard to the purposes for which the data is to be used. Such review will include reasonableness checks including the following: (1) that all dates are within a reasonable range of dates and are consistent with one another; (2) that all financial fields such as compensation are reasonable in amount; (3) that all items that may be verified by totals or counts are so verified; and (4) such other

reasonableness checks as are prudent under the circumstances taking into account the need for accurate data. Findley may, at its discretion, review the data provided by the City for such reasonableness checks as it considers appropriate. If the data appears to be incorrect or incomplete, Findley shall notify the City and the City shall promptly review the data in light of such apparent inaccuracies and either notify Findley that the data provided was correct or provide corrected data. Findley will have no responsibility to independently verify the accuracy of the participant data that you provide. Findley is not responsible for or liable for use of incomplete or inaccurate data provided by the City or its agents even if a review of such data would reveal that it is obviously wrong. Findley assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. Findley will not be liable for any errors or omissions made as a result of incomplete or incorrect information that is furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

The City shall promptly notify Findley if any data furnished is later determined to be incorrect or incomplete. The City shall furnish such correct data to Findley.

Findley may occasionally identify errors or discrepancies in the data, eligibility determination, contribution calculation, or other items. We will notify the City of any apparent discrepancies, and will work with the City to resolve the discrepancies if requested. Resolving these discrepancies, and all work and rework associated with correction of incomplete or erroneous data is an additional service not included within the scope of our standard fees. Findley will be compensated at its regular hourly rates for performing such additional services, even if we have performed these additional services for no additional fee in the past.

In the event that the City provides Findley with incomplete data, inaccurate data, or the data is provided later than mutually agreed (or in the

absence of prior agreement, later than two months prior to the due date of any project reliant on such data), all of Findley's deadlines for projects dependent on such data shall be extended by the period of time that the data is late plus the period of time needed to correct the data; provided however, that, recognizing Findley may have already committed to other work for other clients during such delayed time period, Findley may unilaterally extend such deadlines for an additional two months. In the event of an extension of any deadline in accordance with this paragraph, Findley shall not be responsible for any losses incurred due to such delay, including, without limitation, any penalties or costs associated with late filing of any government form, any penalties or costs associated with late provision of any notice to any plan participant, and any penalties or costs associated with any other compliance failure (including, for the avoidance of ambiguity, a late certification of the Adjusted Funding Target Attainment Percentage of any pension plan) that is a result of such delay.

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

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

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

to you any issues we think should be addressed, and will make recommendations for necessary action for consideration by you and your legal counsel.

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

Limitations on Findley Services

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

Findley is not a fiduciary, investment advisor, or the plan administrator of the Plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the Plan(s). Findley may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, Findley may perform certain services, acting as agent to the City and the

fiduciaries to the Plan(s). Findley performs such services in an administrative, nondiscretionary capacity only according to Plan documents and other procedures and exercises no discretion as to the administration of the Plan(s) and the management of Plan assets. Findley does not invest trust assets or prepare trust accounting statements. Findley does not monitor investment performance or the performance of investment management or advisors. Findley does not handle Plan assets. Findley does not provide services that would constitute investment advice to either the plan sponsor or any plan participant. Findley does not determine the value (or the appropriateness of the value) of any asset held by the Plan(s).

Findley Role in Regulatory Compliance. Findley helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

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

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

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfers.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfers have been approved for the Street Department:

Police EOC Renovations

Transfer \$241,607 to Police EOC Renovations. \$66,607 will be transferred from Police Headquarters and \$175,000 will be transferred from Police Mobile Video Replacements.

Fire Station 3

Transfer \$90,000 from Fire Station 11 to Fire Station 3 Renovations.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

1. CIP Funds Transfer – Police EOC Renovations
2. CIP Funds Transfer – Fire Station 3 Renovations



... 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 / 2021 Bond

Transfer CIP funds from:

Police Headquarters (2018 Bond) \$ (66,607.22)

Police Mobile Video Repl (2021 Bond) \$ (175,000.00)

Transfer CIP funds to:

Police EOC Renov (2018 Bond) \$ 66,607.22

Police EOC Renov (2021 Bond) \$ 175,000.00

TOTAL TRANSFER \$ (241,607.22)

TOTAL TRANSFER \$ 241,607.22

Explanation: Funding is needed for a new Police project, EOC renovations. It has been requested that

the \$66,607.72 balance remaining in the 2018 Bond for the new Highland Avenue Police HQ be transferred

as well as the \$175,000 balance in the 2021 Bond for the Mobile Video Replacements be transferred.

[Signature]
Budget Director Signature

5-24-21
Date

[Signature]
Reviewed by Finance

6-4-21
Date

Approved

[Signature]
City Manager

Declined

6-3-21
Date

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



... 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 2019 Loan

Transfer CIP funds from:

Transfer CIP funds to:

Fire Station 11 \$ (90,000.00)

Fire Station 3 Renovations \$ 90,000.00

TOTAL TRANSFER \$ (90,000.00)

TOTAL TRANSFER \$ 90,000.00

Explanation: Funding is needed for a new Fire project, Station 3 Renovations. It has been requested that \$90,000 be transferred from Fire Station 11, leaving a balance of \$68,876.33.

Jessica
Budget Director Signature

5.24.21
Date

Vicki J Massey
Reviewed by Finance

6-4-21
Date

Approved

[Signature]
City Manager

Declined

6.3.21
Date

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

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: St. Clair Senior Center Grant Amendment with Greater Nashville Regional Council

Department: Parks and Recreation

Presented by: Nate Williams

Requested Council Action:

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

Summary

Amendment to Grant Contract with Greater Nashville Regional Council (GNRC) for funding to the St. Clair Senior Center.

Staff Recommendation

Approve Amendment to the Grant Between City and GNRC.

Background Information

Council approved a grant contract with GNRC on July 19, 2018, to be effective July 31, 2018 – June 30, 2020. Last year, the contract ending date was extended to June 30, 2022. The grant allows for state and federal funding through the Older Americans Act Funds for Title III-B Support Services, Title III-D Evidence Based Services and State Funding for Multipurpose Senior Centers. These grant funds of \$34,200 in FY22 will offset the Senior Center budget so staff may continue to provide services to seniors that promote lifelong learning, health and well-being, socialization, and volunteer opportunities.

The proposed grant amendment is to update the Fiscal Year from 2021 to 2022 as listed under the Maximum Liability section of the agreement.

Council Priorities Served

Responsible budgeting

Utilizing state and federal grant funds maximizes the amount of money allocated to the Senior Center for vital senior programs.

Fiscal Impact

Grant funds of \$34,200 will be allocated to the St. Clair Senior Center for FY22.

Attachment:

Amendment 22-0 to Grant Contract 2019-23 with Attachment 2



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # StClairSC-G	Edison ID	Contract # 2019-23	Amendment # 22-0	
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID	
Amendment Purpose & Effect(s) FY 2022 Grant Contract Amendment				
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2022		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$34,200	
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$34,200			\$34,200
2020	\$34,200			\$34,200
2021	\$34,200			\$34,200
2022	\$34,200			\$34,200
TOTAL:	\$136,800			\$136,800
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>		<p><i>CPO USE</i></p>		
Speed Chart (optional)		Account Code (optional)		

**AMENDMENT 22-0 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF MURFREESBORO
OF GRANT CONTRACT #2019-23**

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and City of Murfreesboro, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective July 31, 2018 for the provision of multipurpose senior center activities; and

Section D.2 of Grant Contract July 31, 2018 allows written amendments to the Contract.

The Grant Contract dated July 31, 2018, between GNRC and the Grantee is amended as follows:

1. Section C.1. is amended by deleting the original C.1. and substituting with it the new C.1.

C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Thirty Four Thousand Two Hundred Dollars (\$34,200) ("Maximum Liability") **for FY 2022.** The Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Contract. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). Approvals shall be evidenced by a signature or electronic approval.

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

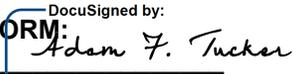
SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

APPROVED AS TO FORM: DocuSigned by:

Adam F. Tucker, City Attorney 11433A2085E51F9401...

Attachment 2

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO**

CONTRACT BUDGET

JULY 1, 2021 THROUGH JUNE 30, 2022

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of	Title III-B: Support Services	93.044	\$ 19,650	\$ 0	\$ 19,650
10% of	Title III-B: Ombudsman	93.044	\$ 0	\$ 0	\$ 0
10% of	Title III-B: Transportation	93.044	\$ 0	\$ 0	\$ 0
10% of	Title III-C1: Congregate Meals	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-C2: Home Delivered	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-D: Evidence Based	93.043	\$ 2,000	\$ 0	\$ 2,000
10% of	Title III-E: FCSP – Caregiver	93.052	\$ 0	\$ 0	\$ 0
10% of	Title VII: Ombudsman	93.042	\$ 0	\$ 0	\$ 0
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$ 0	\$ 0	\$ 0
	State Funding				
50% of	Multipurpose Senior Centers	N/A	\$ 0	\$ 12,550	\$ 12,550
10% of	Home Delivered Meals	N/A	\$ 0	\$ 0	\$ 0
10% of	Homemaker	N/A	\$ 0	\$ 0	\$ 0
	HCBS/Options for Community	N/A	\$ 0	\$ 0	\$ 0
		Total	\$ 21,650	\$ 12,550	\$ 34,200

Attachment 2 Cont.

BUDGET				
The Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 07/01/2021	END: 06/30/2022	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 26,352	\$ 792,836	\$ 819,188
4. 15	Professional Fee, Grant & Award ²	\$ 643	\$ 19,357	\$ 20,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 4,975	\$ 176,475	\$ 181,450
11. 12	Travel, Conferences & Meetings	\$ 174	\$ 5,226	\$ 5,400
13	Interest ²	\$ 0	\$ 0	\$ 0
14	Insurance	\$ 0	\$ 0	\$ 0
16	Specific Assistance To Individuals	\$ 0	\$ 0	\$ 0
17	Depreciation ²	\$ 0	\$ 0	\$ 0
18	Other Non-Personnel ²	\$ 1,975	\$ 59,425	\$ 61,400
20	Capital Purchase ²	\$ 80	\$ 2,420	\$ 2,500
22	Indirect Cost	\$ 0	\$ 0	\$ 0
24	In-Kind Expense	\$ 0	\$ 0	\$ 0
25	GRAND TOTAL	\$ 34,200	\$ 1,055,738	\$ 1,089,938

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and GNRC Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

Attachment 2 Cont.**BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contracted services	\$ 20,000
TOTAL	<u>\$ 20,000</u>

OTHER NON-PERSONNEL	AMOUNT
Special Events	\$ 7,600
Dance	\$ 8,000
Van	\$ 13,800
Trips	\$ 32,000
TOTAL	<u>\$ 61,400</u>

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Donation of Equipment to Perry County Sheriff's Office

Department: Police

Presented by: Chief Michael Bowen

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

Donation of Equipment to Perry County Sherriff's Office.

Staff Recommendation

Approve donation of used equipment to the Perry County Sherriff's Office.

Background Information

The Perry County Sheriff's Office is in need of armor and personal equipment for their officers. MPD tries to assist other law enforcement agencies and currently has several excess items on the Perry County needs list. This equipment has either expired or are no longer in use due to age but could nevertheless benefit Perry County.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

1. Letter from Perry County Sheriff's Office
2. Hold Harmless Agreement for Tactical Kevlar Helmets.
3. Hold Harmless Agreement for Level III Body Armor.
4. Hold Harmless Agreement for Used Officer Gear.



Perry County Sheriff's Office

582 Bethel Rd. Linden TN. 37096
Phone# (931) 589-8803
Fax# (931)589-2006

Sheriff Nick Weems

Chief Deputy Bart Rosson

To: Murfreesboro PD

The Perry County Sheriff's Office is willing to accept any donations of equipment from your department to assist us in our duties. Thank you so much for the generous donation of the following items.

Expired Level III Body Armor x 20
Expired Kevlar Tactical Helmets x 20
ASP's 21" Baton x 40
Dual Mag pouches x 40
Safariland Holsters x 12 for Glock 17
Safariland Holster Bundle x 6 & Dual Handcuff pouches x 4
Safariland 070-83 Level III Holsters x 8 each
Utility Bags for outer Carriers x 40
Tourniquet Holder for Vests x 40

Sheriff Nick Weems

Date 5-27-21

City of Murfreesboro
Surplus Property Disposal Form
 City Department Murfreesboro Police Department

Short description of surplus property Tactical Kevlar Helmets x 20

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Perry County Sheriff Department</u>	Estimated value <u>\$30 each</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 2013 Estimated original cost \$550
 Seized Property? no Depr value (to be completed by FA Mgr if applicable) \$ 30.00
 Law Enforcement Restricted? yes

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Tactical Kevlar Helmets originally from 2013, expired in 2018.
20 units

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed [Signature] (Department Head) Date 6-2-21

I have reviewed the above information and determined that it is appropriate.

Signed [Signature] (Fixed Assets Manager) Date 6-9-21

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

Signed [Signature] (City Manager or Assist. City Manager) Date 6-10-21

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

CITY OF MURFREESBORO

DONATION OF Tactical Kevlar Helmets x 20

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements and for the donation of Tactical Kevlar Helmets from the City of Murfreesboro ("City") to Perry County Sheriff Department (PCSD)

The City and PCSD mutually agree as follows:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the Tactical Kevlar Helmets from the City to PCSD and the use of the Tactical Kevlar Helmets by PCSD for whatever purposes PCSD may use them for.

PCSD agrees to hold City harmless in the event any claim is made against either the City or County arising from PCSD's ownership or use or failure to use said Tactical Kevlar Helmets.

In executing this Release and Hold Harmless Agreement PCSD acknowledges that City is making no representation as to the fitness, suitability or usability of said Tactical Kevlar Helmets for their stated purpose and function; it (they) have been owned, maintained and/or used by the City for multiple years. It (or their) current condition is not known or guaranteed by City; City is providing said Tactical Kevlar Helmets on an "as is" basis to PCSD.

PCSD shall be solely responsible for determining whether to use said Tactical Kevlar Helmets for any purpose.

IN WITNESS WHEREOF:
CITY OF MURFREESBORO

By: [Signature]
Craig Tindall, City Manager

By: _____
Title: _____

Approved as to form:
[Signature]
Adam F. Tucker, City Attorney

Expired SOU
Helmets for
Transfer

Size	Serial Number 1
MEDIUM	20150107
MEDIUM	8470-01-529-9329
MEDIUM	S139114
MEDIUM	S139124
MEDIUM	S139128
MEDIUM	S139131
MEDIUM	S139152
MEDIUM	S139156
MEDIUM	S139162
LARGE	S140343
LARGE	S140364
LARGE	S142407
LARGE	S142413
MEDIUM	S145582
MEDIUM	S145585
MEDIUM	S145590
MEDIUM	S145595
MEDIUM	S145620
MEDIUM	S145622
MEDIUM	S164080
MEDIUM	X-V404828



City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property Expired Level III Body Armor x 20

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Perry County Sheriff Department</u>	Estimated value <u>\$600 each</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>2013</u>	Estimated original cost	<u>\$3,000</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ 500.00</u>
Law Enforcement Restricted ?	<u>yes</u>		

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Level III Body Armor originally from 2013, expired in 2018.
20 sets, Carriers and Plates

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

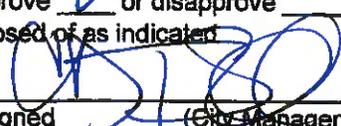
I request that the item described above be declared surplus property and that the disposal method be approved.

Signed  (Department Head) Date 6-9-21

I have reviewed the above information and determined that it is appropriate.

Signed  (Fixed Assets Manager) Date 6-9-21

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

Signed  (City Manager or Assist. City Manager) Date 6-10-21

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

CITY OF MURFREESBORO

DONATION OF Level III Body Armor x 20

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements and for the donation of Point Blank Level III Body Armor from the City of Murfreesboro ("City") to Perry County Sheriff Department (PCSD)

The City and PCSD mutually agree as follows:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the Level III Body Armor from the City to PCSD and the use of the Level III Body Armor by PCSD for whatever purposes PCSD may use them for.

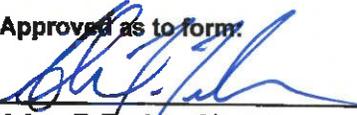
PCSD agrees to hold City harmless in the event any claim is made against either the City or County arising from PCSD's ownership or use or failure to use said Level III Body Armor.

In executing this Release and Hold Harmless Agreement PCSD acknowledges that City is making no representation as to the fitness, suitability or usability of said Level III Body armor for their stated purpose and function; it (they) have been owned, maintained and/or used by the City for multiple years. It (or their) current condition is not known or guaranteed by City; City is providing said Level III Body Armor on an "as is" basis to PCSD.

PCSD shall be solely responsible for determining whether to use said Level III Body Armor for any purpose.

IN WITNESS WHEREOF:
CITY OF MURFREESBORO
By: 
Craig Tindall, City Manager

By: _____
Title: _____

Approved as to form:

Adam F. Tucker, City Attorney

Expired
SOU
Vests

Serial Number 1	Serial Number 2	Serial Number 3	Serial Number 4
130003573090	130003573114	140000029582	140000029567
130003573108	130003573083	1400000106404	1400000104401
130003573099	130003573088	140000029586	140000029564
130003573094	130003573080	140000029585	140000029574
130003573096	130003573103	140000029592	140000029565
150000401027	150000401026	140000519439	150000519429
130003573102	130003573091	140000029589	140000029572
130003573101	130003573111	140000029580	140000029566
130003573082	130003573084	1400000106402	1400000106399
13000357097	130003573100	140000029588	140000029568
13000357310	130003573095	140000029579	140000029561
130003573106	4500937169	1400000106403	1400000106400
130003573085	130003573104	140000029584	140000029562
130003573107	130003573098	140000029593	140000029575
130003573081	130003573105	140000029583	140000029570
130003573113	130003573089	140000029581	140000029563
130003573086	130003573087	140000029590	140000029573
150000400987	150000400986	150000519434	150000519424
130003573112	130003573109	170000477796	17000043795
130003573092	130003573093	140000029587	140000029571



City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property Used Officer Gear

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Perry County Sheriff Department</u>	Estimated value <u>\$5,600.00</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 5-10 yrs Estimated original cost _____
 Seized Property? no Depr value (to be completed by FA Mgr if applicable) _____
 Law Enforcement Restricted? yes

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-in, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Safariland Holsters x 12 for Glock 17
ASP 21" Baton x 20 Steel Friction Loc x 40
Dual Mag Pouches x 40: Tourniquet Holders for Vest x 40
Dual Handcuff pouches x 4: Utility Pouch for Vest x 40
Safariland 070-83 Level III Holsters x 8 each
Safariland Glock 17, 22 M3 Light, right-handed x 4-Safariland Glock 6360-83 17,22, right-handed x 2

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

 6-9-21
 Signed (Department Head) Date

I have reviewed the above information and determined that it is appropriate.

 6-9-21
 Signed (Fixed Assets Manager) Date

I approve or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

 6-10-21
 Signed (City Manager or Assist. City Manager) Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

CITY OF MURFREESBORO

DONATION OF Used Officer Gear (see attached page)

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements and for the donation of Used Officer Gear from the City of Murfreesboro ("City") to Perry County Sheriff Department (PCSD)

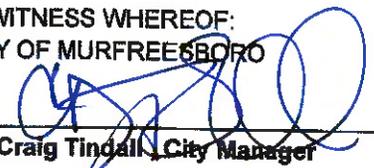
The City and PCSD mutually agree as follows:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the Used Officer Gear from the City to PCSD and the use of the Used Officer Gear by PCSD for whatever purposes PCSD may use them for.

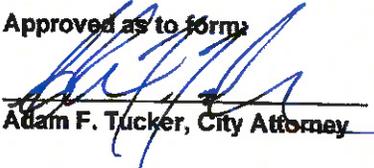
PCSD agrees to hold City harmless in the event any claim is made against either the City or County arising from PCSD's ownership or use or failure to use said Used Officer Gear.

In executing this Release and Hold Harmless Agreement PCSD acknowledges that City is making no representation as to the fitness, suitability or usability of said Used Officer Gear for their stated purpose and function; it (they) have been owned, maintained and/or used by the City for multiple years. It (or their) current condition is not known or guaranteed by City; City is providing said Used Officer Gear on an "as is" basis to PCSD.

PCSD shall be solely responsible for determining whether to use said Used Officer Gear for any purpose.

IN WITNESS WHEREOF:
CITY OF MURFREESBORO
By: 
Craig Tindall, City Manager

By: _____
Title: _____

Approved as to form:

Adam F. Tucker, City Attorney

Used Officer Gear for Donation

A-Safariland Holsters x 12 for Glock 17

B-ASP 21" Baton x 20 Steel Friction Loc x 40

C-Dual Mag Pouches x 40

D-Dual Handcuff pouches x 4

E-Safariland 070-83 Level III Holsters x 8 each

F-Safariland Glock 17, 22 M3 Light, right-handed x 4

G-Safariland Glock 6360-83 17,22, right-handed x 2

H-Tourniquet Holders for Vest x 40

I-Utility Pouch for Vest x 40

A



B



C



D



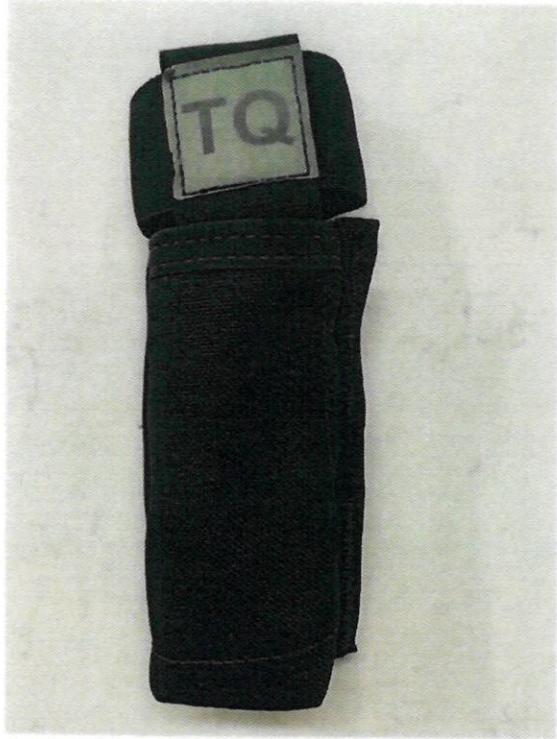
E



F & G



H



I



COUNCIL COMMUNICATION

Meeting Date: 6/24/2021

Item Title: Approval of use of Competitive Sealed Proposals for Online Auction Services

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval to use Request for Competitive Sealed Proposals (RFCSP) for professional auction company to assist the Police Department with online auction services.

Staff Recommendation

Approve the use of the RFCSP method of procurement for online auction services.

Background Information

The Police Department has acquired a large collection of collectible toys/figurines (over 3,500), which was awarded by the court as part of a criminal forfeiture. An online auction service is the best option to assist the department with disposing of these toys. Purchasing staff would like to use the RFCSP method of procurement to choose a suitable company to assist with this project.

Pursuant to state statute, Council approval is required to use the RFCSP process for procurement of these services.

Council Priorities Served

Responsible budgeting

A professional service will increase the profit margin for selling these items.

Fiscal Impact

None in the selection process. Use of an online auction service will secure the highest value upon disposition of the items.

COUNCIL COMMUNICATION

Meeting Date: 6/24/2021

Item Title: Approval of use of Competitive Sealed Proposals for Salary Survey and for Retirement Plan Submissions

Department: Purchasing

Presented by: Cathy Smith, Purchasing Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval of use of Request for Competitive Sealed Proposals (RFCSP) for a Salary Survey and for retirement plan submissions.

Staff Recommendation

Approve the use of RFCSP process for procurement of a classification and compensation study and for retirement plan submissions.

Background Information

State statute requires Council approval for use of RFCSP in the purchasing process. It is necessary to periodically evaluate the wage ranges of the City's pay plan to assure City is maintains competitiveness in the job market and is able to attract and maintain good employees. The City's pay plan was adopted three years ago with the intention to conduct a survey with 2-3 years to validate the wage ranges for certain positions. In the industry, this type of study is commonly incorporated in what is referred to as a "class and compensation study." It is important to issue the RFCSP using the terminology. The RFCSP document will, however, specify the appropriate scope of work that the consultant will be contracted to perform.

The City selected ICMA-RC in 2010 to provide retirement services to the City for full-time City employees hired after June 30, 2010. For retirement plan sponsors, conducting a request for proposal periodically is a necessary fiduciary practice. The objective of this retirement RFP is to select a partner that can provide quality and consistent administration, sound investment advice, competitive price offerings, optimizing fund performance and cost reductions.

Council Priorities Served

Responsible budgeting

Assuring the City maintain a competitive wage structure is critical to hiring and maintaining good employees, which assures a high level of service and reduces of the cost of recruitment and training. Additionally, careful calculation of retirement benefits is necessary for responsible maintenance of the pension plan that is funded by the City.

Fiscal Impact

None. The expense to prepare and issue the RFCSP will be funded from the Human Resources and Purchasing Department's budget.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Report of asphalt and concrete purchases.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

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

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Purchases are within the FY21 Budget. Asphalt purchases are budgeted at \$55,000 and concrete purchases are budgeted at \$25,000 for FY21.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	\$ 55.38	1.16	\$ 64.24	\$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	\$ 61.57	2.15	\$ 132.38	\$ 196.62
7/22/2020	Hawkins	411E Mix	\$ 64.45	0.98	\$ 63.16	\$ 259.78
7/23/2020	Hawkins	411E Mix	\$ 64.45	1.39	\$ 89.59	\$ 349.37
9/4/2020	Hawkins	411E 64/22	\$ 64.19	0.91	\$ 58.41	\$ 407.78
10/20/2020	Hawkins	411E 64/22	\$ 64.04	13.00	\$ 832.52	\$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	\$ 61.20	8.95	\$ 547.74	\$ 1,788.04
11/2/2020	Hawkins	411E 64/22	\$ 63.85	17.96	\$ 1,146.75	\$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	\$ 59.48	1.00	\$ 59.48	\$ 2,994.27
12/21/2020	Hawkins	411E 64/22	\$ 63.56	2.13	\$ 135.38	\$ 3,129.65
1/6/2021	Hawkins	Binder Mix 64-22	\$ 59.42	10.07	\$ 598.36	\$ 3,728.01
2/4/2021	Hawkins	411E 64/22	\$ 62.00	14.10	\$ 874.20	\$ 4,602.21
2/23/2021	Hawkins	44D 70/22	\$ 67.00	21.30	\$ 1,427.10	\$ 6,029.31
2/24/2021	Hawkins	411E 64/22	\$ 62.00	21.12	\$ 1,309.44	\$ 7,338.75
3/3/2021	Hawkins	411E 64/22	\$ 62.50	20.95	\$ 1,309.38	\$ 8,648.13
3/4/2021	Hawkins	411E 64/22	\$ 62.50	3.02	\$ 188.75	\$ 8,836.88

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	\$ 78.00	2.03	\$ 158.34	\$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	\$ 75.00	7.27	\$ 545.25	\$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	\$ 75.00	2.22	\$ 166.50	\$ 870.09
8/21/2020	Blue Water	E Mix 64-22	\$ 78.00	18.21	\$ 1,420.38	\$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	\$ 83.00	5.16	\$ 428.28	\$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	8.28	\$ 645.84	\$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	5.19	\$ 404.82	\$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	\$ 78.00	7.74	\$ 603.72	\$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	\$ 78.00	7.19	\$ 560.82	\$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	5.09	\$ 330.85	\$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	3.63	\$ 235.95	\$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.26	\$ 169.50	\$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.58	\$ 193.50	\$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	13.43	\$ 1,007.25	\$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	\$ 78.00	7.03	\$ 548.34	\$ 7,419.34
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 8,956.48
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 10,210.72
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 11,378.65
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 12,915.79
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 14,170.03
3/31/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 15,337.96

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	\$ 65.30	2.00	\$ 130.60	\$ 130.60
7/13/2020	Vulcan	411E PG 64-22	\$ 65.30	1.23	\$ 80.32	\$ 210.92
7/14/2020	Vulcan	411E PG 64-22	\$ 65.30	1.54	\$ 100.56	\$ 311.48
7/15/2020	Vulcan	411E PG 64-22	\$ 65.30	1.08	\$ 70.52	\$ 382.00
7/16/2020	Vulcan	411E PG 64-22	\$ 65.30	1.10	\$ 71.83	\$ 453.83
7/20/2020	Vulcan	411E PG 64-22	\$ 65.30	1.16	\$ 75.75	\$ 529.58
7/29/2020	Vulcan	411E PG 64-22	\$ 65.30	12.37	\$ 807.77	\$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	\$ 65.30	4.83	\$ 315.40	\$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	\$ 56.80	12.48	\$ 708.86	\$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	\$ 65.23	13.42	\$ 875.39	\$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	\$ 65.23	9.13	\$ 595.55	\$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	\$ 65.23	6.70	\$ 437.04	\$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	\$ 65.23	9.05	\$ 590.34	\$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	\$ 65.05	2.23	\$ 145.07	\$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	17.94	\$ 1,014.69	\$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.06	\$ 1,021.47	\$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	\$ 64.91	2.03	\$ 131.77	\$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	\$ 56.56	8.00	\$ 452.48	\$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	\$ 64.91	18.03	\$ 1,170.33	\$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	\$ 64.91	7.01	\$ 455.02	\$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	\$ 64.91	7.06	\$ 458.26	\$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	13.44	\$ 760.17	\$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	2.07	\$ 117.08	\$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.13	\$ 1,025.43	\$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	\$ 64.72	3.09	\$ 199.99	\$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	\$ 64.72	3.10	\$ 200.63	\$ 12,149.52
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	5.00	\$ 322.20	\$ 12,471.72
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	3.95	\$ 254.54	\$ 12,726.26
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.18	\$ 140.48	\$ 12,866.74
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.31	\$ 148.86	\$ 13,015.59
12/11/2020	Vulcan	411E PG 64-22	\$ 64.44	10.21	\$ 657.93	\$ 13,673.53
12/18/2020	Vulcan	411E PG 64-22	\$ 64.44	1.45	\$ 93.44	\$ 13,766.96
2/23/2021	Vulcan	EZ Street	\$ 110.00	20.57	\$ 2,262.70	\$ 16,029.66
3/2/2021	Vulcan	411E PG 64-22	\$ 82.99	21.24	\$ 1,762.71	\$ 17,792.37
3/26/2021	Vulcan	411E PG 64-22	\$ 78.17	20.01	\$ 1,564.18	\$ 19,356.55
4/1/2021	Vulcan	307BM PG 64-22	\$ 68.61	5.05	\$ 346.49	\$ 19,703.04
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	2.31	\$ 182.84	\$ 19,885.88
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	3.42	\$ 270.69	\$ 20,156.57
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	5.21	\$ 412.37	\$ 20,568.94
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 20,728.04
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 20,887.13
4/12/2021	Vulcan	411E PG 64-22	\$ 79.15	1.62	\$ 128.22	\$ 21,015.35
5/5/2021	Vulcan	411E PG 64-22	\$ 79.64	2.09	\$ 166.45	\$ 21,181.80
5/5/2021	Vulcan	411E PG 64-22	\$ 79.64	2.25	\$ 179.19	\$ 21,360.99
5/25/2021	Vulcan	411E PG 64-22	\$ 79.64	3.52	\$ 280.33	\$ 21,641.32

STREET DEPARTMENT CONCRETE PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Nashville Ready Mix	3000 PSI	\$ 150.00	2		\$ 300.00	\$ 300.00
7/14/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 456.00
7/15/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 612.00
7/16/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 820.00
7/20/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	3		\$ 315.00	\$ 1,135.00
7/21/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	2		\$ 210.00	\$ 1,345.00
7/22/2020	Nashville Ready Mix	3500 PSI	\$ 106.00	2		\$ 212.00	\$ 1,557.00
7/23/2020	Nashville Ready Mix	3500 PSI	\$ 104.00	2.5		\$ 260.00	\$ 1,817.00
7/24/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 2,025.00
7/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 2,479.75
7/28/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 2,640.25
8/3/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 2,745.25
8/10/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 2,959.25
8/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 3,387.25
8/14/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 3,708.25
8/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 3,815.25
8/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 4,136.25
8/19/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,350.25
8/31/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1.5		\$ 157.50	\$ 4,507.75
9/2/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,721.75
9/3/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 4,989.25
9/16/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 5,203.25
9/17/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 5,363.75
9/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 5,631.25
9/23/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 5,738.25
10/2/2020	Nashville Ready Mix	3500 PSI	\$ 102.00	3		\$ 306.00	\$ 6,044.25
10/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,365.25
10/6/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,686.25
10/7/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.5		\$ 481.50	\$ 7,167.75
10/8/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 7,595.75
10/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 8,050.50
11/4/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 8,157.50
11/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 8,478.50
11/23/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2		\$ 236.00	\$ 8,714.50
12/7/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	3		\$ 354.00	\$ 9,068.50
12/8/2020	Nashville Ready Mix	35000 PSI w/ accel	\$ 118.00	1		\$ 118.00	\$ 9,186.50
12/17/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1.5		\$ 166.50	\$ 9,353.00
12/21/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1		\$ 111.00	\$ 9,464.00
12/22/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2		\$ 236.00	\$ 9,700.00
12/29/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	4		\$ 444.00	\$ 10,144.00
12/30/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 110.00	1		\$ 110.00	\$ 10,254.00
1/5/2021	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	2.5		\$ 277.50	\$ 10,531.50
4/5/2021	Nashville Ready Mix	3500 CS5	\$ 108.00	2.5		\$ 270.00	\$ 10,801.50
4/6/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1.5		\$ 160.50	\$ 10,962.00
4/7/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1		\$ 107.00	\$ 11,069.00
4/16/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1		\$ 107.00	\$ 11,176.00
4/26/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1.5		\$ 160.50	\$ 11,336.50
4/27/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2.5		\$ 267.50	\$ 11,604.00
4/30/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2		\$ 214.00	\$ 11,818.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/16/2020	Orgain Ready Mix	Flowable fill	\$ 102.00	8		\$ 816.00	\$ 816.00
11/19/2020	Orgain Ready Mix	3500 PSI w/ accel	\$ 113.00	2		\$ 226.00	\$ 1,042.00
1/21/2021	Orgain Ready Mix	4000 PSI 1/2"	\$ 116.00	3		\$ 348.00	\$ 1,390.00
1/26/2021	Orgain Ready Mix	3000 PSI	\$ 101.00	3		\$ 303.00	\$ 1,693.00
2/4/2021	Orgain Ready Mix	3000 PSI	\$ 114.00	3.5		\$ 399.00	\$ 2,092.00
2/8/2021	Orgain Ready Mix	3500 PSI w/ accel	\$ 114.00	1.5		\$ 171.00	\$ 2,263.00
3/10/2021	Orgain Ready Mix	3500 PSI w/ accel	\$ 104.00	2		\$ 208.00	\$ 2,471.00
3/24/2021	Orgain Ready Mix	3500 PSI 1/2" AGG	\$ 104.00	1		\$ 104.00	\$ 2,575.00
3/26/2021	Orgain Ready Mix	3500 PSI 1/2" AGG / Fibermesh	\$ 109.00	2		\$ 218.00	\$ 2,793.00
4/9/2021	Orgain Ready Mix	3500 PSI 1/2" AGG	\$ 107.00	6		\$ 642.00	\$ 3,435.00
4/13/2021	Orgain Ready Mix	3500 PSI 1/2" AGG/fibermesh	\$ 112.00	1.5		\$ 168.00	\$ 3,603.00
4/14/2021	Orgain Ready Mix	3500 PSI 1/2" AGG/fibermesh	\$ 112.00	1		\$ 112.00	\$ 3,715.00
4/30/2021	Orgain Ready Mix	3500 PSI 1/2" AGG straight	\$ 112.00	1		\$ 112.00	\$ 3,827.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	8	\$ 20.00	\$ 772.00	\$ 772.00
7/31/2020	Smyrna Ready Mix	3500 PSI	\$ 107.00	2	\$ 105.00	\$ 319.00	\$ 1,091.00
8/4/2020	Smyrna Ready Mix	3500 PSI	\$ 111.00	2		\$ 222.00	\$ 1,313.00
9/10/2020	Smyrna Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 1,418.00
10/29/2020	Smyrna Ready Mix	3500 PSI	\$ 108.00	1		\$ 108.00	\$ 1,526.00
11/5/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	2.5		\$ 235.00	\$ 1,761.00

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Requests from the Exchange Club of Murfreesboro to hang a banner across East Main Street.

Staff Recommendation

Approve a banner to be displayed from May 20th to May 30th, 2022.

Background Information

The Exchange Club's Healing Field on Memorial Day weekend promotes patriotism by recognizing the sacrifices of our Veterans.

Council Priorities Served

Establish strong City brand

Banners over East Main Street communicates and engages our community in various activities thereby enhancing the City reputation as an active, involved community.

Fiscal Impact

None.

Attachments

1. Letter of request from the Exchange Club of Murfreesboro



EXCHANGE

EXCHANGE CLUB OF MURFREESBORO, TN

PO Box 941 Murfreesboro TN 3713-0941
WrightDonTN@GMail.com 615-641-0121

June 10, 2021

City of Murfreesboro
Street Department
620 West Main Street
Murfreesboro TN 37130

RE: EAST Main Street Banner
Healing Field – Flags of Remembrance by The Exchange Club
MAY 20 to MAY 30, 2022

The **Exchange Clubs of Murfreesboro** would like to reserve the use of the gratis banner space across East Main Street in front of Central Magnet School in order to again promote the 14th Annual “Healing Field – Flags of Remembrance” over Memorial Day Weekend, 2022.

The **Exchange Club of Murfreesboro** will provide the proper banner and hardware requirements.

Sincerely,

Don Wright
Healing Field PR Committee

COUNCIL COMMUNICATION

Meeting Date: 6/24/2021

Item Title: Contract Amendment with TripSpark
Department: Transportation – Transit
Presented by: Russ Brashear, Assistant 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 amendment for software used in transit operations for Fiscal Year 2022.

Staff Recommendation

Approve Contract Amendment with TripSpark.

Background Information

Software provided by Trapeze Software Group, Inc. (d/b/a TripSpark) has been used for Rover scheduling, tracking, and reporting since 2014. Amendment 2 extends the agreement for Fiscal Year 2022.

Council Priorities Served

Responsible budgeting

This software prevents hours of manual labor documenting the Transit Operations. The costs associated with this agreement are accounted for in the FY2022 budget.

Fiscal Impact

Funding for this software is fully reimbursed by federal funds.

Attachments

1. Amendment No. 2
2. Contract with TripSpark

**AMENDMENT #2
OF
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRAPEZE SOFTWARE GROUP, INC.
d.b.a. TRIPSPARK FOR
SYSTEM SUPPLY AND SUPPORT AGREEMENT**

WHEREAS, the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, entered into a System Supply and Support Agreement on July 1, 2017; and

WHEREAS, the term of the contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark is from July 1, 2017, until such time that the City provides 90 days written notice of termination of the contract; and

WHEREAS, pursuant to Clause 8, Payment of Maintenance Fees and Hosting Fees, Exhibit E only set forth such fees effective through June 5, 2020; and

WHEREAS, the City desires to continue using the software and services provided by Contractor through June 30, 2022;

WHEREAS, the City desires to amend the contract by adding federally required clauses relative to Government-Wide Debarment and Suspension;

NOW THEREFORE, the Contract and Exhibit E are amended as follows:

1. The parties agree to extend the pricing through June 30, 2022, as set forth in the following:
 - a. 07/01/2021 – 06/30/2022 in the amount of \$32,681.28 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - b. 07/01/2021 – 06/30/2022 in the amount of \$5,349.72.00 for Hosting Services
2. The following federally required clause relative to Government-Wide Debarment and Suspension is incorporated into the contract:

TripSpark shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and Supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, TripSpark shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing this amendment, TripSpark certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined by the City of Murfreesboro that TripSpark knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. TripSpark agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of this contract. TripSpark further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 3. In all other respects the prior contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, is affirmed and renewed with no changes or modifications.

CITY OF MURFREESBORO

TRAPEZE SOFTWARE GROUP, INC. D.B.A. TRIPSPARK

By: _____
Shane McFarland, Mayor

By: Naomi Schellenberg
May 28, 2021

Printed: Naomi Schellenberg

Title: Director, Client Services - Transit

Approved as to form:

DocuSigned by:

Adam F. Tucker

43A2035E51E9401

Adam F. Tucker, City Attorney

**Contract between City and Trapeze Software Group, Inc.
d.b.a. TripSpark for
System Supply and Support Agreement
FY 2018-2020**

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this 5th day of JULY 2017, between:

Name and Address of Licensor:

Trapeze Software Group, Inc. d.b.a. TripSpark
Technologies ("TripSpark"), with a place of business at:
5265 Rockwell Drive NE
Cedar Rapids, Iowa 52402

Name and Address of Customer:

City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to the Trapeze Software Group, Inc. Ranger/Streets ITS Terms and Conditions of Sale dated August 22, 2013 and amendments thereto under which certain TripSpark Software and Equipment was implemented, accepted and for which warranties have expired (the "Purchase Contract"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

The parties acknowledge and agree that the Purchase Contract has no further force or effective as of the effective date of this Agreement.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF MURFREESBORO

Signature: _____

Name:

Title:

[Handwritten Signature]
Steve Dewis
Director, Client Services

Signature: _____

Name:

Title:

[Handwritten Signature]

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- “Agreement” this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
- “Documentation” the user documentation pertaining to the System as supplied by TripSpark;
- “Equipment” means collectively, the TripSpark Equipment and the Third Party Equipment;
- “Hosting Services” the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit G;
- “New Product” any update, new feature or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
- “Statement of Work” the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
- “Summary of Pricing” the summary of pricing information related to the System, attached hereto as Exhibit C;
- “System” means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
- “Third Party Equipment” the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
- “Trade Secrets” any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
- “TripSpark Equipment” the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
- “TripSpark Software” the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. Services TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”), attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein, all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including software licensed by:

- a. Microsoft® Corporation.
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory;
- c. Telogis, Inc. (Geobase™ mapping technology software);
- d. Blacklight Solutions ("Blacklight Solutions");
- e. Nuance/Loquendo S.p.A., (Text to Speech software).

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. Warranty

Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the CITY OF MURFREESBORO

Customer. No warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

6. Payment TripSpark will invoice Customer for the TripSpark Software license fees, Services fees, Hosting Services Fees, and Equipment fees as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

7. Maintenance Services and Extended Warranty

For the purposes of this Section 7 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 7 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;

- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

Subject to purchase of extended warranty by Customer for additional Equipment only, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services

- (i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;

- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 7 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

8. Payment of Maintenance Fees and Hosting Fees Customer shall pay the annual maintenance fees and Hosting Services fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services and Hosting Services fees in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services or Hosting Services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees and Hosting Services fees will remain payable. TripSpark may suspend provision of any maintenance services and Hosting Services fees during any period of time during which the applicable maintenance fees remain unpaid by Customer.

9. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

10. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing, or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

12. Exclusion of Liability

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the Software license or Equipment hardware fees paid for the individual product that is the subject of the dispute.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and to the extent permitted by Tennessee state law, the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

13. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Federal Certifications and Assurances. TripSpark shall comply with all of the required federal certifications and assurances set forth in Attachment H.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
7.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	Transit Database		Included	Included

Note:

1. Licenses are provided for operations up to fourteen (14) fixed route vehicles.
3. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
4. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.

6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of TripSpark Equipment:

As identified for future additional Equipment purchases made pursuant to this Agreement.

EXHIBIT C: SUMMARY OF PRICING

As identified for future purchases made pursuant to this Agreement.

EXHIBIT D: STATEMENT OF WORK

As applicable for all future purchases made pursuant to this Agreement.

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Support Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2017 to June 5, 2018	\$31,285.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2018 to June 5, 2019	\$32,849.25
3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2019 to June 5, 2020	\$34,491.71

Note: The Software maintenance fees and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to five (5) user id's.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks (“LAN”)
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer’s site to the Data Center.

Database Instances

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups

Full database backups and incremental database backups are take on a regular basis. Backup data is retained for 14 days.

Hours of System Operations

The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires that TripSpark provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: TDOT Contract for Mercury Blvd. Sidewalk Project, Phase 1
Amendment No. 2

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Amendment No. 2 to the contract with TDOT for the Mercury Blvd. Sidewalk Project Phase 1.

Staff Recommendation

Approve Amendment No. 2 to the agreement with TDOT.

Background Information

The City received a TDOT Transportation Alternatives Program (TAP) Grant in 2017 for the development and implementation of sidewalks along Mercury Blvd. between SE Broad St. and Middle Tennessee Blvd. During the development of the construction plans and opinion of probable cost, a funding shortfall was identified that is required to complete the project through the construction phase.

Through the Metropolitan Planning Organization, the City requested and received an additional \$117,720 in federal funds to offset the shortfall of the project. This is a TAP funded project and all construction items are reimbursed with federal dollars at 80%.

Council Priorities Served

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Safe and Livable Neighborhoods

Sidewalks along Mercury Blvd. enhances the safety and mobility of the City's roadway network.

Fiscal Impact

The City's 20% portion of the sidewalk improvement project is estimated at \$29,430 and is funded in the FY18 CIP Budget.

Attachments

1. Executed Agreement No. 170095 between the City and TDOT.
2. Amendment No. 2 to Agreement No. 170095 between the City and TDOT.

Agreement Number: 170095

Project Identification Number: 125173.00

Federal Project Number: TAP-1(377)

State Project Number: 75LPLM-F3-067

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of Aug, 2017 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Murfreesboro (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

From SE Broad Street to Middle Tennessee Blvd in Murfreesboro (Mercury Boulevard Sidewalks): Construction of sidewalks along Mercury Boulevard from Broad Street (SR-70) to Middle Tennessee Boulevard. Project also includes drainage improvements, ADA upgrades, landscaping and pedestrian amenities.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus

infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	Agency	Agency
Environmental Clearance by:	Agency	Agency
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **July 1, 2020**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.
- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of

this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **July 1, 2022**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved

portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-

profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.
 - 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.
 - 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.
 - 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)

- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
- d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost

incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
 - 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State

and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties

Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail

and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the

audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of

funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits

of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
 - 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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

CITY OF MURFREESBORO

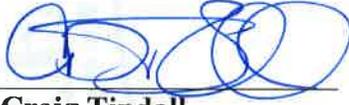
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By:  8/12/17
Shane McFarland Date
Mayor

By:  AUG 28 2017
John C. Schroer Date
Commissioner

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By:  8.3.17
Craig Tindall Date
Attorney

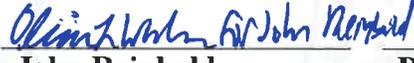
By:  for John Reinbold 8-24-17
John Reinbold Date
General Counsel

EXHIBIT "A"**CONTRACT No.: 170095****PROJECT IDENTIFICATION No.: 125173.00**

PROJECT DESCRIPTION: Construction of sidewalks along Mercury Boulevard from Broad Street (SR-70) to Middle Tennessee Boulevard. Project also includes drainage improvements, ADA upgrades, landscaping and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycle and Pedestrian Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	Local	0%	0%	100%	\$91,000.00
PE-DESIGN	Local	0%	0%	100%	\$49,000.00
CONST	TAP (Z300)	80%	0%	20%	\$ 1,174,132.50
CONST	Local	0%	0%	100%	\$30,527.50
CONST- CEI	TAP (Z300)	80%	0%	20%	\$ 97,840.00
CONST - ENGINEERING SERVICES	TDOT TAP (Z300)	80%	0%	20%	\$ 12,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Amendment deleting and replacing Exhibit A

Amendment Number: 2
Agreement Number: 170095
Project Identification Number: 125173.00
Federal Project Number: TAP-1(377)
State Project Number: 75LPLM-F3-067

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

SR-1 From SE Broad Street to Middle Tennessee Blvd in Murfreesboro (Mercury Boulevard Sidewalks): Construction of sidewalks along Mercury Boulevard from Broad Street (SR-70) to Middle Tennessee Boulevard. Project also includes drainage improvements, ADA upgrades, landscaping and pedestrian amenities.

The language of Agreement #170095 dated August 28, 2017 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2.

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

REVISED EXHIBIT A FOR AMENDMENT 2

CONTRACT No.: 170095

PROJECT IDENTIFICATION No.: 125173.00

PROJECT DESCRIPTION: SR-1 FROM SE BROAD STREET TO MIDDLE TENNESSEE BLVD IN MURFREESBORO (MERCURY BOULEVARD SIDEWALKS): Construction of sidewalks along Mercury Boulevard from Broad Street (SR-70) to Middle Tennessee Boulevard. Project also includes drainage improvements, ADA upgrades, landscaping and pedestrian amenities.

TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	U-STBG	80%	0%	20%	\$147,150.00
CONST	TAP	80%	0%	20%	\$1,174,132.50
CEI	TAP	80%	0%	20%	\$97,840.00
CONST - TDOT ENGINEERING SERVICES	TAP	80%	0%	20%	\$12,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

- April 26, 2021 (Special Meeting)
- May 6, 2021 (Public Comment)
- May 6, 2021 (Regular Meeting)
- May 10, 2021 (Special Meeting)
- May 11, 2021 (Special Meeting)
- May 20, 2021 (Special Meeting)
- May 20, 2021 (Regular Meeting)
- June 3, 2021 (Public Comment)
- June 3, 2021 (Regular Meeting)
- June 9, 2021 (Regular Meeting)

April 26, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 5:00 p.m. on Monday, April 26, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following members of the MED Pension Committee were present:

Craig Tindall, Chair
Ross Bradley
Jackie Whitaker
Lori Williams
Melissa Wright

The following representatives of the City were also present:

Adam Tucker, City Attorney
Erin Tucker, Budget Director
Pam Russell, Human Resources Director
Jennifer Brown, Assistant Finance Director
Chris McFarlane, Benefits Administrator/
MED Pension Committee Secretary
Joshua Miller, Administrative Assistant

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

Mr. Craig Tindall, Chair, called this session of the MED Pension Committee to order.

Ms. Pam Russell, Human Resources Director, presented a timeline of what occurred after the sale of MED regarding the MED pension which included the transition of files from MED to the City Human Resources Department; that a pension application was sent to Pinnacle Bank by MED staff for processing after it had been decided that all applications would go through the City HR Department first; the discovery of inconsistencies with the way the MED pensions were calculated; the fact that the pensions were calculated correctly from 1990 through 2005 with the inconsistencies beginning with one instance in 2006, and the inconsistencies continuing until the sale of MED for employees who retired in the first half of the plan year and second half of the calendar year in reflecting the employees not being required to either work 1000 hours in a plan year or use available vacation or sick time to qualify for a final year on their pension.

Mr. Adam Tucker, City Attorney, presented Amendment No. 1 to the MED Pension Plan.

(Insert Amendment No. 1 to the MED Pension Plan here.)

He stated Amendment No. 1 encompassed revisions necessitated by the City assuming administration of the MED Pension Plan, included an update to ensure compliance with current law, and incorporated three prior amendments approved by the MED Pension Committee and Power Board into the body of the Plan Document.

Next Mr. Tucker presented Amendment No. 2 to the MED Pension Plan.

(Insert Amendment No. 2 to the MED Pension Plan here.)

He stated this amendment is a self-correction of the MED Pension Plan required to address previous miscalculation of benefits inconsistent with the language of the Plan Document. He stressed that the miscalculation of benefits has always been to the benefit of the MED employees, but because of the miscalculation of benefits by the previous plan administrator there were only two options to fix the issue in order to remain in qualified status with the IRS. The City can claw back the overpaid money from the plan members, or the City can amend the plan language to get the plan to align with past practices, which is what he, the independent actuary and the outside legal counsel recommend.

Ms. Chris McFarlane, Benefits Administrator/MED Pension Committee Secretary, discussed with Council and answered questions regarding the way the MED benefits were supposed to be calculated according to the plan document, the required 1000 hours to be worked in a plan year and the resulting inconsistent high-five calculation in determining the pension benefit when these requirements were not consistently followed.

Council discussed with City staff and former MED staff regarding the two amendments to the plan document and asked questions which included: the significance of the July 1st date versus June 30th date; January 1st raises not being applied to MED retirees last high-five; why one individual was allowed to deviate from the plan in 2006; MED paying out too much in benefits; the significance of an employee having worked 1000 hours in the last year of their high-five calculations; why further deviations were allowed for certain individuals but not every individual; why did deviations increase when there was the first discussion of the sale of MED; whether or not an actuary or an MED employee calculated the MED retiree's high-fives; the cost of Amendment No. 2; why this was not caught in an annual audit of the MED pension; should all the employees who did not benefit from the miscalculations be made whole; what happens if the Council does or does not pass each amendment; could the IRS not accept the amendments and has the City ever had any issues with the actuary when working on the City's pension plan. Former MED staff

responded that the pension had always been calculated the same and calculated correctly. Further facts were presented and discussed demonstrating that the calculation had been materially changed and that legal and actuarial professionals presented opinions to the City that showed incorrect calculations.

After consideration of the information discussed with City staff regarding findings by outside actuary and legal counsel, and review of calculations performed by City HR staff Mr. Shacklett made a motion to approve Amendment No. 1 to the MED Pension Plan. Amendment No. 1 included revisions necessitated by the City assuming administration of the MED Pension Plan, includes an update to ensure compliance with current law, and incorporates three prior amendments approved by the MED Pension Committee and Power Board into the body of the Plan Document. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Mr. Shacklett made a motion to approve Amendment No. 2 to the MED Pension Plan which was a self-correction of the MED Pension Plan required to address previous miscalculation of benefits inconsistent with the requirements of the Plan Document. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

There being no further business, Mayor McFarland adjourned this special joint meeting at 6:46 p.m.

SHANE MCFARLAND – MAYOR

CRAIG TINDALL – CHAIR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 6, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, May 6, 2021, with Mayor McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Shawn Wright

Council Member Kirt Wade was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Ms. Brenda Laney, 2921 Stuyvesant Lane, voiced her concerns with the amount of traffic on St. Andrews Drive and stated that the road needs to be widened from New Salem Highway to Veterans Parkway.

Mr. Thurman Scott, Homeless: staying at Journey Home, stated that Rover buses only stop if there is a sign, that the bus drivers need to be allowed to stop when hailed and addressed his desire for the City to improve the Rover bus system.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:38 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 6, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 6, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Raymond Hillis, Executive Director/
Public Works
Mark Foulks, Fire and Rescue Chief
Trey Duke, City Schools Director
Kim Williams, City Schools Finance Director
Kayla Walker, Project Development Director
Cathy Smith, Purchasing Director
Russell Gossett, Solid Waste Director
Robert Holtz, Building and Codes Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

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

Mayor McFarland proclaimed that, in the City of Murfreesboro, May 6, 2021 would be known as a day to honor the Providence Christian Academy Girls Basketball Team for finishing their 2021 season as runner-up in the TSSAA State playoffs and also beating the number one ranked team in the State with a 53 to 48 win. He congratulated Coach Tara James and her staff for their efforts and success.

Mayor McFarland and Fire Chief Mark Foulks congratulated Assistant Fire Chief Brian Lowe for his graduation from the National Fire Academy's four-year Executive Fire Officer Program.

The Consent Agenda was presented to the Council for approval:

1. Electric Service Contracts with MTEMC (Administration)
2. Siegel Soccer Complex – Admin Building Design Contract Revision (Administration)
3. Affordable Housing Program – Legacy Pointe Development (Community Development)
4. Community Investment Program Funds Transfer (Finance)

5. Approval of use of Competitive Sealed Proposals for Sign Ordinance Consultant Services (Purchasing)
6. Purchase of Convenience Center Roll Off Containers (Solid Waste)
7. Banner Request to Hang Across East Main Street for the Tennessee Philharmonic Orchestra for Concert Promotions (Street)
 - a. September 14-24, 2021
 - b. November 8-12, 2021
 - c. December 3-13, 2021
 - d. February 4-14, 2022
 - e. April 15-25, 2022
8. ADS Professional Services Extension (Water Resources)
9. Asphalt Purchases Report (Water Resources)
10. Approval to Purchase PC Equipment (Water Resources)
11. Water Meter Gang Vault Contract Amendment (Water Resources)
12. ELI WA#5 Supplement Salem Barfield (Water Resources)

(Insert letters from Administration (2), Community Development, Finance, Purchasing, Solid Waste, Street & Water Resources (5) Departments here.)

Mr. LaLance made a motion to approve the Consent Agenda. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to approval of Minutes of City Council Meetings from April 14, 2021.)

Mr. Martin made a motion to approve the minutes as written and presented for the regular meeting held on April 14, 2021. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to Discovery School Track Resolution and Budget Amendment.)

The following RESOLUTION 21-R-10 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-10 here amending the 2020-2021 Murfreesboro City Schools Budget to match funds raised for the installation and construction of an asphalt walking track at Discovery School (5th Amendment).)

The following RESOLUTION 21-R-15 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-15 here amending the 2020-2021 Murfreesboro City Schools Budget (6th Amendment).)

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

(Insert letter dated May 6, 2021 here with regards to MED Pension Plan Funding Policy.)

The following RESOLUTION 21-R-13 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-13 here adopting the Funding Policy for the Murfreesboro Electric Department (MED) Pension Plan.)

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

(Insert letter dated May 6, 2021 here with regards to Fiscal Year 2022 recommended Water Rate and Pricing Increases.)

An ordinance, entitled "ORDINANCE 21-O-12 amending Chapter 33, Water Resources, Sections 33-1, 33-2, and 33-50 of the Murfreesboro City Code, dealing with water resources rates, charges and fees," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Kirt Wade

Shawn Wright

Nay: Ronnie Martin

Abstain: Shane McFarland

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

(Insert letter dated May 6, 2021 here with regards to sewer allocation variance – Memorial Blvd. – Dutch Bros. Coffee.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve the proposed Memorial Boulevard Dutch Bros. Coffee's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Dutch Bros. Coffee, will use approximately 5.95 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. Wade made a motion to approve the proposed Memorial Boulevard Dutch Bros. Coffee's request for additional density above the sewer allocation ordinance's zoning allowance by 5.95 sfu's. Mr. Shacklett seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay".

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

(Insert letter dated May 6, 2021 here with regards to sewer allocation variance – Memorial Blvd. – Wendy's.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve the proposed Memorial Boulevard Wendy's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Wendy's, will use approximately 2.5 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. LaLance made a motion to approve the proposed Memorial Boulevard Wendy's request for additional density above the sewer allocation ordinance's zoning allowance by 2.5 sfu's. Mr. Wade seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay".

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

(Insert letter dated May 6, 2021 here with regards to Volvo Loader Equipment Purchase.)

Mr. Russell Gossett, Solid Waste Director, presented the request of the Solid Waste Department to approve the Purchase Contract with Scott Equipment Company, LLC through State Contract 48471 in the amount of \$303,103 funded from the CIP for the purchase of a 2021 Volvo L120H Wheel Loader.

Mr. LaLance made a motion to approve the Purchase Contract with Scott Equipment Company, LLC through State Contract 48471 in the amount of \$303,103 funded from the CIP for the purchase of a 2021 Volvo L120H Wheel Loader. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to CIP Equipment Purchase – Side Loader Trucks.)

Mr. Russell Gossett, Solid Waste Director, presented the request of the Solid Waste Department to approve the Purchase Contract with Municipal Equipment, Inc. through the Sourcewell Purchasing Cooperative Agreement in the amount of \$900,744 funded from the CIP for the purchase of three New Way Sidewinder automated side loader trucks on Peterbilt 520 with Paccar PX9 chassis.

Mr. LaLance made a motion to approve the Purchase Contract with Municipal Equipment, Inc. through the Sourcewell Purchasing Cooperative Agreement in the amount of \$900,744 funded from the CIP for the purchase of three New Way Sidewinder automated side loader trucks on Peterbilt 520 with Paccar PX9 chassis. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated May 6, 2021 here with regards to Street Department Vehicle/Equipment Purchase.)

Mr. Raymond Hillis, Executive Director of Public Works, presented the request of the Street Department to approve the Purchase Contract with Construction Municipal Industrial Equipment Sales, Inc. through the Sourcewell Purchasing Cooperative Agreement in the amount of \$214,294 funded from the CIP for the purchase of an X-Treme Vac Leaf Truck.

Mr. LaLance made a motion to approve the Purchase Contract with Construction Municipal Industrial Equipment Sales, Inc. through the Sourcewell Purchasing Cooperative Agreement in the amount of \$214,294 funded from the CIP for the purchase of an X-Treme Vac Leaf Truck. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to Solid Waste 10-yr Plan Update for Rutherford County and Murfreesboro.)

Mr. Darren Gore, Assistant City Manager, presented the 10-yr solid waste planning document update that brings the 2018 document up to date regarding the recent expansion request by Middle Point Landfill, the County's current solid waste solution RFP process, and

answered questions from Council regarding the proposed document. Mr. Gore clarified that the County Public Works Committee has not yet endorsed this plan draft. His intent was to present a working draft for the County's consideration, due to the need of having an approved document to meet the short timeline due to the landfill's application to expand.

Mr. Wright made a motion to approve the 10-yr solid waste planning document update that brings the 2018 document up to date regarding the recent expansion request by Middle Point Landfill and the County's current RFP process. Mr. LaLance seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Abstain".

Mr. LaLance left the meeting at this time.

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

(Insert letter dated May 6, 2021 here with regards to Biosolids Dryer Disconnection at WRRF.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve Task Order No. 21-02 with John Bouchard & Sons Co. in the amount of \$14,657 funded by the Department's Working Capital Reserves for the disconnection and removal of the small-scale dryer at the City's Water Resource Recovery Facility (WRRF).

Mr. Martin made a motion to approve Task Order No. 21-02 with John Bouchard & Sons Co. in the amount of \$14,657 funded by the Department's Working Capital Reserves for the disconnection and removal of the small-scale dryer at the City's WRRF. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to MR Systems Master Service Agreement Amendment 1.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve Amendment No. 1 with MR Systems, Inc. Master Services Agreement for the extension of the agreement for an additional 3-years with updated standard hourly rates.

Mr. Wade made a motion to approve Amendment No. 1 with MR Systems, Inc. Master Services Agreement for the extension of the agreement for an additional 3-years with updated standard hourly rates. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to Oakleigh Sewer Pump Station Replacement-JBS Task Order 21-03.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve Task Order No. 21-03 with John Bouchard & Sons Co. in an amount not to exceed \$273,890 funded by the Sinking Fund for Lift Station replacements and paid from Working Capital Reserves for the replacement of the Oakleigh Sewer Pump Station.

Mr. Martin made a motion to approve Task Order No. 21-03 with John Bouchard & Sons Co. in an amount not to exceed \$273,890 funded by the Sinking Fund for Lift Station replacements and paid from Working Capital Reserves for the replacement of the Oakleigh Sewer Pump Station. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to WRRF Precast Fascia Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the Agreement with Williams Restoration & Waterproofing, Inc. in the amount of \$148,500 funded by Department's Rate Funded Capital Budget for the replacement of precast fascia at the Water Resource Recovery Facility buildings.

Vice-Mayor Scales Harris made a motion to approve the Agreement with Williams Restoration & Waterproofing, Inc. in the amount of \$148,500 funded by Department's Rate Funded Capital Budget for the replacement of precast fascia at the Water Resource Recovery Facility buildings. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to TDOT - Thompson Lane Widening - ELI WA#4 Supplement.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve Work Authorization No. 4 with Energy Land & Infrastructure, LLC for an amount not to exceed \$233,952 for utility relocations along Thompson Lane.

Mr. Martin made a motion to approve Work Authorization No. 4 with Energy Land & Infrastructure, LLC for an amount not to exceed \$233,952 for utility relocations along Thompson Lane. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated May 6, 2021 here with regards to Thompson Lane Pump Station Upgrades.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the Sole Source Purchase Agreement from Bertelkamp Automation, Inc. in the amount of \$38,353 funded by the Department's Capital Budget for a human machine interface and three variable frequency drives for the Thompson Lane Pump Station.

Vice-Mayor Scales Harris made a motion to approve the Sole Source Purchase Agreement from Bertelkamp Automation, Inc. in the amount of \$38,353 funded by the Department's Capital Budget for a human machine interface and three variable frequency drives for the Thompson Lane Pump Station. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director announced that there was no licensing to consider.

Upon recommendation of Mayor McFarland, Vice-Mayor Scales Harris made a motion to appoint Ms. Sonya Wright (term expires May 3, 2026) filling the expired term of Mr. Ricardo E. Jones to the Murfreesboro Housing Authority Mr. Martin seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Vice-Mayor Scales Harris made a motion to appoint Mr. Darren Gore to be the City's representative on the Central Tennessee Region Solid Waste Planning Board. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director that its payment be approved:

From Solid Waste Department's FY2021 Equipment Repairs & Maintenance Operating Budget:

CW Mill Equipment Company, Inc. \$ 26,257

Vice-Mayor Scales Harris made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

Mr. Craig Tindall, City Manager, gave an update on the schedule for upcoming council meetings and Mayor McFarland asked for Asbury Lane to be added to the list of topics for discussion at the upcoming Council Retreat meeting.

There being no further business, Mayor McFarland adjourned this meeting at 7:24 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 10, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in a special session at Legacy Farms, 8061 Murfreesboro Road at 9:00 a.m. on Monday, May 10, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Melissa Wright, City Recorder/
Finance Director
Adam Tucker, City Attorney
Darren Gore, Assistant City Manager
Gary Whitaker, Assistant City Manager
Mike Browning, Public Information Director

This retreat was held for the purpose to allow Council to discuss various topics facing the City, including decisions to be made to plan for the City's future needs, understand current issues, and provide updates on ongoing projects.

West Park was the first topic covered and discussion encompassed the background of the property purchased at the I-840 and Hwy 96 locations, possible uses of those properties, development considerations and cost of infrastructure needs. Take-aways included moving forward with planning for the development of the Hwy 96 property, retaining a designer and value engineer the development and continue communicating to the public that the I-840 site will contain a community park.

Mr. LaLance arrived at the meeting at this time.

Planning issues and concerns were discussed next and included various topics for downtown, improvements to older properties city-wide, rentals versus owner occupied and formal open space. Take-aways included researching a potential tax/fee structure to incentivize the building of single family units; consideration of methods that encourage owner-occupied residential developments; continued development of a dashboard of zoning capacity; exploration of planning guidelines that encourage and assist with redevelopment of blighted areas; development of planning guidelines that minimize removal of larger trees during development and study allowing rooftop development in the downtown area to satisfy open-space requirements.

The next topic of discussion was traffic and connectivity issues related to Asbury Lane at Medical Center Parkway and the need to get traffic to a red-light. Take-aways were to communicate with the landowner the City's plan to forward an appropriately designed

relocation of the roadway and begin design and costs projections to program in CIP for the most appropriate design.

The VA Golf course was discussed next with highlights including capital needs of the golf course; the land belonging to the federal government and not the City, unlike other golf and park facilities operated by the City; fees for 9-hole play. Staff was asked to gather rates from other nearby courses for comparison and develop a capital improvement and costs of service fee model.

Discussion regarding Middle Point Landfill included contracts with Republic, handling of leachate, landfill expansion, odor control and the City's constraints to influence decisions made regarding the landfill. Take-aways from the discussion included: continuing to address the expansion proposal, exploration of annexation, retaining solid waste legal counsel, and retaining a solid waste engineer/environmental expert/consultant to assist with the process.

Concerns with MTSU's high-volume usage of the City airport was discussed and the need to reach a better balance for less noise for the neighborhoods surrounding the airport, and more availability for other pilots after MTSU's aerospace program enrollment doubled. Also discussed was student housing and crime issues in apartments housing students. Take-aways included the need to develop a list of issues to discuss with the university Trustees, continue a reformulation of MTSU presence at the Airport and to encourage, legislatively, the ability of universities to enter into public-private partnerships for development of on-campus housing.

The vision on participating in future development of City Schools was discussed next. Take-aways from this topic included communicating the message that no merger with County Schools is forthcoming, the possible consideration of future schools, revisiting the elimination of sixth grade to expand facility capacity, requesting the Director of Schools to develop a proactive vision/strategic plan including scenarios of suspending school system expansion or alternatives to building more schools.

The MTEMC 2020 tax assessment appeal was discussed and the process for the appeal was explained. The hearing is scheduled for June 7. Staff will continue administrative action and provide Council with updates.

Mr. Tucker explained the process for changing to a strong Mayor form of government, including a referendum, and amending the Charter. He provided examples of other cities operating under this government form and the decisions that would need to be made before going forward if this was the form of government that Council wanted to pursue.

Mr. LaLance complemented the work accomplished at this session and suggested more frequent workshop meetings, set up in the same manner as this one, would be helpful before some items are considered for a vote on a regular agenda.

There being no further business, Mayor McFarland adjourned this meeting at 4:08 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 11, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in a special session at Legacy Farms, 8061 Murfreesboro Road at 9:00 a.m. on Tuesday, May 11, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Melissa Wright, City Recorder/
Finance Director
Adam Tucker, City Attorney
Darren Gore, Assistant City Manager
Gary Whitaker, Assistant City Manager
Mike Browning, Public Information Director

Council began the meeting with a discussion regarding economic development. Mr. Tindall summarized the various ways to proceed with the focus to bring more industries and corporate headquarters with white color jobs to Murfreesboro. The City can proceed with full reliance on the Chamber of Commerce, it could be done by the City only, or by using a hybrid method. Council was generally in agreement with the hybrid method and discussed the different ways this could be accomplished. Take-aways included the desire to secure representation on the Chamber of Commerce Board, develop qualifications and scope of work for a consultant focusing on the economic development of the City; formulate a redevelopment incentive program for Broad Street and the downtown area and prepare infrastructure on the I-840 site for development.

Homelessness and the need for various issues regarding the homeless to be coordinated and addressed was covered next. Council discussed issues they had heard about from private businesses, at the Council Public Comment meetings and how the police have addressed complaints. Steps that outside agencies were taking to assist the community were discussed. Take-aways included moving forward with a Homeless Feeding permit ordinance; securing a Council update from H3ARC; discuss a homelessness taskforce with the Police Department utilizing social needs assistance; providing a summary of federal, state and local laws addressing homelessness and associated community issues.

Council also discussed developing Police/Social Worker Response Teams regarding public safety for mental health issues, and to find out more about what these teams and this program could look like.

Council inquired about Public Safety Counseling and the programs currently available to officers. It was requested that staff consider further development of counseling programs and report back to Council.

The final topic of the meeting was a discussion of the Murfreesboro Electric Department sales proceeds. Mr. LaLance gave an update of the meetings to date by the Community Investment Study Group. He shared different ways for the funds to be drawn down by Council and how it would affect the corpus and long-term earnings. No direction was given by Council and it was understood that continued development of committee recommendations will come to Council for further consideration.

There being no further business, Mayor McFarland adjourned this meeting at 12:27 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 20, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session at its regular meeting place in the Council Chambers at City Hall at 4:00 p.m. on Thursday, May 20, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure/City Engineer
Raymond Hillis, Executive Director/
Public Works
Sam Huddleston, Executive Director/
Development Services
Mark Foulks, Chief of Fire and Rescue
Michael Bowen, Chief of Police
Trey Duke, City Schools Director
Erin Tucker, Budget Director
Kim Williams, City Schools Finance Director
Jennifer Brown, Assistant Finance Director
Betty Brewer, Evergreen Cemetery Manager
Amanda DeRosia, Accounting Manager
Joshua Miller, Administrative Assistant

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

Chief Foulks announced that the City of Murfreesboro Fire Department had been recommended for accreditation by the Commission of Fire Accreditation Peer Review Team and that this was the result of five years of hard work by the Department.

Mayor McFarland announced that the purpose of this meeting was to present to Council overviews of entities that are funded separately from the City General Fund and to discuss the Fiscal Year 2022 Budget.

Ms. Betty Brewer, Evergreen Cemetery Manager, presented the Evergreen Cemetery Budget for Fiscal Year 2022 and discussed with Council a fence that was removed due to construction of Police headquarters, replacement of the fence by the cemetery and the potential for the City to reimburse Evergreen Cemetery for the fence.

Mrs. Erin Tucker, Budget Director, presented to Council highlights of the Fiscal Year 2022 Budget which included: property tax and sale tax trends; various revenue sources for

the City; Fiscal Year 2022 expenditures; the priority of expenditures; pay raises (1.5% COLA increase and 2.5% step increase); health insurance premium increases; carry-over expenditures; and increase to fund balance.

Mayor McFarland proposed increasing the employee pay raises to a 3.5% COLA increase and 2.5% step increase for public safety positions and a 2.5% COLA increase and 2.5% step increase for all other positions. He proposed giving public safety employees a \$2,500 one-time stipend from funds received from the American Rescue Plan Act and for all other employees a \$1,500 one-time stipend to be paid from the General Fund.

Council discussed the Mayor's proposal, the hiring and retention issues with public safety positions, the need for a City-wide classification and compensation study to include a benefit package and the current exit interview process.

Mr. Darren Gore, Assistant City Manager, presented the Water Resources and Stormwater Fund Budget for Fiscal Year 2022, total revenues comparison from Fiscal Year 2019 to Fiscal Year 2022 and Fiscal Year 2022 reserve expenses.

Mr. Trey Duke, City Schools Director, presented the Murfreesboro City Schools Budget for Fiscal Year 2022. Mr. Duke stated that there is an expected decrease in the state BEP allocation from what was budgeted due to the lack of anticipated student growth resulting from the pandemic. He answered questions from Council regarding the BEP decrease and the anticipated number of students planning to attend summer school.

There being no further business, Mayor McFarland adjourned this meeting at 5:50 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 20, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 20, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Raymond Hillis, Executive Director/
Public Works
Chris Griffith, Executive Director/
Public Infrastructure/City Engineer
Mark Foulks, Fire and Rescue Chief
Michael Bowen, Police Chief
Erin Tucker, Budget Director
Trey Duke, City Schools Director
Kim Williams, City Schools Finance Director
Kayla Walker, Project Development Director
Nate Williams, Parks and Recreation Director
Robert Holtz, Building and Codes Director
Jennifer Brown, Assistant Finance Director
Matthew Blomeley, Assistant Planning Director
Kevin Jones, Assistant Building and Codes Director
Amanda DeRosia, Accounting Manager
Joshua Miller, Administrative Assistant

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, May 20, 2021 would be known as a day to honor the Siegal Stars High School Boys Basketball Team for finishing their District 7 AAA Season Championship with an undefeated record of 14-0 and 27-5 overall, finishing as Region 4 AAA Tournament Champions and Sectional Champions, making an appearance in the Elite 8 Tournament and having three players that scored 1000+ career points during the 2021 season. Mayor McFarland congratulated the team, Coach Dyron Birdwell and his staff for their efforts during the season.

The Consent Agenda was presented to the Council for approval:

1. Doug Young K9 Trainee Support Building Change Order (Administration)
2. Lease of City Property at Fortress Blvd and Blaze Drive to Rutherford County (Administration)
3. Fire Rescue Station 11 – Change Orders (Administration)

4. Community Development 2021-2022 Annual Action Plan (Community Development)
5. City Paving Contract Renewal (Engineering)
6. City Concrete and Storm Drainage Annual Contract Renewal (Engineering)
7. City Specialty Paving Contract Renewal – Hawkins Asphalt Paving, LLC. (Engineering)
8. Community Investment Program Funds Transfer (Finance)
9. Security Solution City Network Infrastructure (Information Technology)
10. Professional Services Agreement with Tennis Instructor Jason Ontog (Parks & Recreation)
11. Mandatory Referral for Property Donation and Easement Dedication along Cason Trail (Planning)
12. Mandatory Referral for Drainage Easement Abandonment on Goose Creek Lane (Planning)
13. Contract Extension with Heritage Cleaners (Police/Fire Rescue)
14. Asphalt and Concrete Purchase Report (Street)
15. Contract Amendment with TripSpark (Transportation)

(Insert letters from Administration (3), Community Development, Engineering (3), Finance, IT, Parks & Recreation, Planning (2), Police/Fire Rescue, Street, & Transportation Departments here.)

Mayor McFarland announced the Item No. 15 on the Consent Agenda, Contract Amendment with TripSpark, was to be pulled.

Mr. LaLance made a motion to approve the Consent Agenda with the exception of Item No. 15 which was pulled. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 20, 2021 here with regards to Fiscal Year 2021 City Schools Budget Amendment.)

The following RESOLUTION 21-R-21 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-21 here amending the 2020-2021 Murfreesboro City Schools Budget (7th Amendment).)

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

(Insert letter dated May 20, 2021 here with regards to rezoning for approximately 0.66 acres located along the west side of Lee Street north of Jackson Street [2021-402].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-08 adopted by the City Council on April 22, 2021, to consider rezoning of approximately 0.66 acres located along the west side of Lee Street north of Jackson Street; Lee Street Partnership, applicant [2021-402]. Notice of said public hearing was published in the May 4, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 0.66 acres located along the west side of Lee Street to be rezoned from CM-R (Medical Office Residential District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. Mr. Blomeley introduced Mr. Enoch Jarrell, Huddleston-Steele Engineering, Inc., who gave a presentation on the proposed development.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 0.66 acres located along the west side of Lee Street north of Jackson Street, step forward to the podium.

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

An ordinance, entitled "ORDINANCE 21-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.66 acres located along Lee Street from Medical District - Residential (CM-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (Lee Street Towns PRD); Lee Street Partnership, applicant [2021-402]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Abstain: Rick LaLance

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

(Insert letter dated May 20, 2021 here with regards to amending the One East College PUD zoning on approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street and North Church Street [2021-404].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-09 adopted by the City Council on April 22, 2021, to consider amending the One East College PUD on approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street and North Church Street; 705 4th Avenue South Holding Company, LLC, applicant [2021-404]. Notice of said public hearing was published in the May 4, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve amending the Zoning Ordinance on approximately 2.42 acres in the Planned Unit Development (PUD) District (One East College PUD) located along East College Street, North Spring Street, East Lytle Street, and North Church Street. Mr. Blomeley introduced Mr. Matt Taylor, SEC, Inc., who gave a presentation on the proposed amendment along with the architect, Mr. Bart Kline.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to the Zoning Ordinance on approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street and North Church Street, step forward to the podium.

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

An ordinance, entitled "ORDINANCE 21-OZ-09 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 2.42 acres in the Planned Unit Development (PUD) District (One East College PUD) located along East College Street, North Spring Street, East Lytle Street, and North Church Street as indicated on the attached map, 705 4th Avenue South Holding Company, LLC, applicant [2021-404]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated May 20, 2021 here with regards to rezoning for approximately 116.7 acres located along Burnt Knob Road west of Blackman Road [2021-405].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-10 adopted by the City Council on April 22, 2021, to consider rezoning of approximately 116.7 acres located along Burnt Knob Road west of Blackman Road; City Administration Department, applicant [2021-405]. Notice of said public hearing was published in the May 4, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to Gateway Design Overlay Three (GDO-3) District and to rezone approximately 101.7 acres in the same area from Park (P) District to Highway Commercial (CH) District.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 116.7 acres located along Burnt Knob Road west of Blackman Road, step forward to the podium.

Mr. Jeff Rainwater, 1129 Tiberius Way, opposed the rezoning stating that the Blackman area needs a park and that the land should not be rezoned until there is a buyer.

Dr. Cindi Smith-Walters, 6209 Foothills Drive, opposed the rezoning stating that the Blackman area needs greenspaces and that greenspaces have an impact on mental and physical health.

Ms. Alice Hilton, 122 Gritton Court, opposed the rezoning stating the Blackman area was promised a park and listed multiple news articles over the years that mentioned the City planned to use this land to build a park.

Mr. John Batey, 5104 Baker Road, opposed the rezoning stating that the Blackman area needs a park and it certainly needs a park larger than fifteen acres.

There was no one else present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Sam Huddleston, Executive Director of Development Services, answered questions from the Council regarding the proposed zoning, the size of the proposed park, and the amenities that could be offered and utilized in this area.

An ordinance, entitled "ORDINANCE 21-OZ-10 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 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to Gateway Design Overlay Three (GDO-3) District and to rezone approximately 101.7 acres in the same area from Park (P) District to Highway Commercial (CH) District; City Administration Department, applicant [2021-405]," was read to the Council and offered for deferral on first reading to June 24, 2021 upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was deferred by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated May 20, 2021 here with regards to rezoning for approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road [2021-406].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-11 adopted by the City Council on April 22, 2021, to consider rezoning of approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road; City Administration Department, applicant [2021-406]. Notice of said public hearing was published in the May 4, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road, to be zoned Gateway Design Overlay One (GDO-1). Mr. Sam Huddleston, Executive Director of Development Services, gave a presentation on the proposed rezoning.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road, step forward to the podium.

Mr. John Harney, 6748 West Gum Road, representing the Togrye family, stated that Togrye family was in agreement with the overlay addition and support the rezoning.

Ms. Kara Kirk, 1188 Park Avenue, representative of Swanson Development, opposed the overlay rezoning stating that it was too restrictive.

Ms. Tiffany Williams, 1188 Park Avenue, representative of Swanson Development, opposed the overlay rezoning stating that it was too restrictive.

Mr. Joe Swanson, III, 1188 Park Avenue, representative of Swanson Development, opposed the overlay rezoning stating that it was too restrictive and adds cost to the end-user.

There was no one else present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Council discussed with staff uses already disallowed on the property and what effect the overlay would have for the property's future development. It was also discussed if the overlay vote should be delayed until the City property across the road is rezoned.

An ordinance, entitled "ORDINANCE 21-OZ-11 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 52.9 acres located along Veterans Parkway, Brunt Knob Road, and Vaughn Road by adding Gateway Design Overlay One (GDO-1) District to the current zoning; City Administration Department, applicant(s) [2021-406]," was read to the Council and offered for passage on first reading. Upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: Ronnie Martin
Shawn Wright

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

(Insert letter dated May 20, 2021 here with regards to scheduling public hearings for June 24, 2021 for a zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork; a zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail; and proposed amendments to The Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone and other miscellaneous topics.)

The following RESOLUTION 21-R-PH-15 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-15 here with regards to scheduling a public hearing for June 24, 2021 to consider a zoning application for approximately 17.25 acres located along the north side of Ashers Fork Drive Lee to be rezoned from CF to RS-6; O'Brien Loyd, LLC, applicant [2021-407].)

The following RESOLUTION 21-R-PH-16 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-16 here with regards to scheduling a public hearing for June 24, 2021 to consider a zoning application for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD (Clari Park PUD), CH, GDO-1 and GDO-2; Hines Acquisitions, LLC, applicant [2021-403].)

The following RESOLUTION 21-R-PH-17 was read to the Council and offered for adoption upon motion made by Mr. Wright, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-17 here with regards to scheduling a public hearing for June 24, 2021 with respect to amending the Murfreesboro City Code, Appendix A – Zoning, Sections 2, 7, 18, 19, 26, Chart 1, Chart 1 Endnotes, Chart 2, Chart 2 Endnotes, and Chart 4, regarding townhouses, the RS-A zone, and other miscellaneous topics; City of Murfreesboro Planning Department, applicant [2020-807].)

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

(Insert letter dated May 20, 2021 here with regards to Fiscal Year 2022 Budget information and related ordinances.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to the provisions of T.C.A. 6-56-201 and the City Charter, to consider the proposed Fiscal Year 2021-2022 City of Murfreesboro Budget. Notice of said public hearing was published in the May 11, 2021 issue of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Fiscal Year 2021-2022 City of Murfreesboro Budget come forward to the podium.

Mr. Matt Young, 703 North Church Street, tentatively supports the proposed Fiscal Year 2022 Budget, stating that he believes that the City needs to be transparent about the upcoming classification & compensation study; fire positions need to be rewarded for continuing education, the City needs to see what can be done to stop losing public safety employees and make those positions more competitive.

There was no one else present who wished to speak for or against the proposed Fiscal Year 2022 budget and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Council engaged in discussion covering the handout that was passed out of proposed changes to the budget, the Mayor's suggestion for salary increases and the proposed stipends employees could receive.

An ordinance, entitled "ORDINANCE 21-O-13 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2021-2022, and for other purposes," was read to the Council and offered for amendment to include items detailed by the Budget Director totaling \$277,000 increases for operating and fixed asset additions, salary changes of a 3.5% COLA increase as well as a 2.5% step increase for public safety positions; a 2.5% COLA increase as well as a 2.5% step increase for all other employees; a \$2,500 stipend for public safety positions; and a \$1,500 stipend for all other employees upon motion made by

Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was amended by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 21-O-13 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2021-2022, and for other purposes," was read to the Council and offered for passage as amended on first reading upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

An ordinance setting the tax rate at \$1.2894, entitled "ORDINANCE 21-O-14 providing for the levy and collection of a tax for the year 2021 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert letter dated May 20, 2021 here with regards to Fiscal Year 2022 Budget Resolutions.)

The following RESOLUTION 21-R-17 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-17 here with regards to approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2021-2022.)

The following RESOLUTION 21-R-18 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-18 here with regards to approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2021-2022.)

The following RESOLUTION 21-R-19 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-19 here with regards to approving the budget of the Murfreesboro City Schools for the Fiscal Year 2021-2022, which budget includes the General Purpose Fund, the Extended School Program Fund, the Federal and State Program Funds, the Cafeteria Fund, and the Debt Service Fund.)

The following RESOLUTION 21-R-20 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-20 here with regards to approving the budget of the Evergreen Cemetery for the Fiscal Year 2021-2022.)

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

(Insert letter dated May 20, 2021 here with regards to Other Post-Employment Benefits (OPEB) election for retirees' medical benefits.)

The following RESOLUTION 21-R-16 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-16 here with regards to providing other post-employment benefits for retirees for Fiscal Year 2021-2022.)

Mayor McFarland announced that Item No. 34 on the Agenda was to be heard next.

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

(Insert letter dated May 20, 2021 here with regards to WRRF Roof Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the Construction Contract with Perry Roofing Company, Inc. in the amount of \$146,438, funded by Department's Rate Funded Capital Budget and Working Capital Reserves, for the roof replacement of the Water Resource Recovery Facility's Operations building.

Mr. LaLance made a motion to approve the Construction Contract with Perry Roofing Company, Inc. in the amount of \$146,438, funded by Department's Rate Funded Capital Budget and Working Capital Reserves, for the roof replacement of the Water Resource Recovery Facility's Operations building. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Wee Care Daycare Kitchen and Laundry Renovation – Award of Contract.)

Ms. Kayla Walker, Project Development Director, presented the request to award the Wee Care Daycare Kitchen and Pantry Renovation Contract to the only bidder, Rice Construction Co., LLC in the amount of \$103,129 funded primarily from the Community Development Block Grant.

Vice-Mayor Scales Harris made a motion to approve awarding the Wee Care Daycare Kitchen and Pantry Renovation Contract to the only bidder, Rice Construction Co., LLC in the amount of \$103,129 funded primarily from the Community Development Block Grant. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Development Services was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Water Main Improvement Cost Reimbursement Agreement with Consolidated Utility District – Burnt Knob Road Property.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the Cost Reimbursement Agreement with Consolidated Utility District (CUD) for City property water main improvements on Burnt Knob Road in the estimated amount of \$165,495 funded from the Economic Development Budget.

Mr. Shacklett made a motion to approve the Cost Reimbursement Agreement with CUD for City property water main improvements on Burnt Knob Road in the estimated amount of \$165,495 funded from the Economic Development Budget. Mr. Wade seconded the motion and all members of the Council voted "Aye", except Mr. LaLance who was absent.

The following letter from the Assistant Building and Codes Director was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Vehicle Purchase for Code Enforcement Inspectors.)

Mr. Kevin Jones, Assistant Building and Codes Director, presented the request of the Building and Codes Department to approve the Purchase Contract with Ford of Murfreesboro, through State Contract No. 64470, in the amount of \$96,716 funded from the Fiscal Year 2021 CIP for the purchase of four Ford F-150's.

Vice-Mayor Scales Harris made a motion to approve the Purchase Contract with Ford of Murfreesboro, through State Contract No. 64470, in the amount of \$96,716 funded from

the Fiscal Year 2021 CIP for the purchase of four Ford F-150's. Mr. Martin seconded the motion and all members of the Council voted "Aye", except Mr. LaLance who was absent.

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Lytle Street Improvements – Professional Services Agreement.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the recommendation of the Engineering Department to approve the Professional Services Agreement with SEC, Inc. in the amount of \$117,225, subject to Legal Department approval, funded primarily by the 2021 bond issue for the redesign of Lytle Street from North Church Street to North Academy Street.

Mr. Wade made a motion to approve the Professional Services Agreement with SEC, Inc. in the amount of \$117,225, subject to Legal Department approval, funded primarily by the 2021 bond issue for the redesign of Lytle Street from North Church Street to North Academy Street. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to River Rock Beasie Road Connection – Professional Services Agreement.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the recommendation of the Engineering Department to approve the Professional Services Agreement with Volkert, Inc. in the amount of \$526,350 funded primarily by the 2016 bond issue for the design of a connection between River Rock Boulevard and Beasie Road.

Mr. Wade made a motion to approve the Professional Services Agreement with Volkert, Inc. in the amount of \$526,350 funded primarily by the 2016 bond issue for the design of a connection between River Rock Boulevard and Beasie Road. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 20, 2021 here with regards to Agreement for Roof Replacement on Rogers Park Pavilion No. 1.)

Mr. Nate Williams, Parks and Recreation Director, presented the recommendation of the Parks and Recreation Department to approve the Agreement with Rice Construction Co., LLC. in the amount of \$39,875 funded partially by the FY21 CIP with the remainder coming from operating budget savings for the roof replacement on Rogers Park Pavilion No. 1.

Mr. Shacklett made a motion to approve the Agreement with Rice Construction Co., LLC. in the amount of \$39,875 funded partially by the FY21 CIP with the remainder coming from operating budget savings for the roof replacement on Rogers Park Pavilion No. 1. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Chief of Police was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Purchase of Mobile Surveillance Trailers.)

Mr. Michael Bowen, Chief of Police, presented the recommendation of the Police Department to approve the Agreement with Industrial Video & Control in the amount of \$87,192 funded by the FY21 Fixed Asset Budget for the purchase of two mobile surveillance trailers.

Mr. Wright made a motion to approve the Agreement with Industrial Video & Control in the amount of \$87,192 funded by the FY21 Fixed Asset Budget for the purchase of two mobile surveillance trailers. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to purchase of property along Butler Drive.)

Mr. Raymond Hillis, Executive Director of Public Works, presented the recommendation to approve the Real Estate Purchase Contract for approximately 22 acres along Butler Drive for a price of \$100,000 an acre, for a total cost of \$2.2 Million, funded from the FY18 CIP Budget. The proposed use for the property is for a solid waste transfer station and a possible future relocation of various public works facilities from the current West Main Street location.

Mr. Wade made a motion to approve the Real Estate Purchase Contract for approximately 22 acres along Butler Drive for a price of \$100,000 an acre, for a total cost of \$2.2 Million, funded from the FY18 CIP Budget. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated May 20, 2021 here with regards to Engineering Contract for land purchase.)

Mr. Raymond Hillis, Executive Director of Public Works, presented the recommendation to approve the Professional Services Agreement with Griggs & Maloney,

Inc. in the amount of \$34,000 funded from the FY18 CIP Budget for due diligence engineering services associated with the property purchase along Butler Drive.

Mr. Martin made a motion to approve the Professional Services Agreement with Griggs & Maloney, Inc. in the amount of \$34,000 funded from the FY18 CIP Budget for due diligence engineering services associated with the property purchase along Butler Drive. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated May 20, 2021 here with regards to Beer Permit Applications for Wasabi Steakhouse & Sushi at 2812 Old Fort Parkway, Suite G; Cedar Glade Brews at 906 Ridgely Road; Station Grill at 1602 West Northfield Boulevard, Suite 200 and Special Event Permits for Charity Circle of Murfreesboro on 8/6/21, 9/24/21 and 12/10/21 at 1530 Riverview Drive, 1715 Riverview Drive and 1702 Shagbark Trail.)

Mr. Wade made a motion to approve Beer Permits for Wasabi Steakhouse & Sushi, 2812 Old Fort Parkway, Suite G (Ownership Change); Cedar Glade Brews, 906 Ridgely Road (New Location); Station Grill, 1602 West Northfield Boulevard, Suite 200 (New Location), pending building and codes completion and Special Event Beer Permits for Charity Circle of Murfreesboro on 8/6/21, 9/24/21 and 12/10/21 at 1530 Riverview Drive, 1715 Riverview Drive and 1702 Shagbark Trail. Mr. LaLance seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Abstain".

Upon recommendation of Mayor McFarland, Mr. Wright made a motion to reappoint Mr. Tim Bowling (term expiring June 2024) and Vice-Mayor Madelyn Scales Harris (term to end of coinciding City Council term) to the Rutherford County Library System Board of Directors. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

Council Member Shawn Wright asked staff to investigate issues caused by parked vehicles on North Church Street.

There being no further business, Mayor McFarland adjourned this meeting at 8:30 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

MELISSA B. WRIGHT - CITY RECORDER

June 3, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, June 3, 2021, with Mayor McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Ms. Tary Gesling, 722 Sapphire Drive, addressed her concerns regarding the installation of small cell towers in her subdivision and presented Council with research she had done on the City's role in stopping the installation.

Ms. Donna Belleisle, 4824 Ark Lane, addressed her concerns regarding ATT's small cell towers being installed in her subdivision and an upcoming installation of a tower on her property.

Ms. Betty Webb, 4820 Ark Lane, addressed her concerns regarding the health and safety issues the cell towers being installed in her subdivision could bring.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:47 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

June 3, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, June 3, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Angela Jackson, Executive Director/
Community Development
Raymond Hillis, Executive Director/
Public Works
Sam Huddleston, Executive Director/
Development Services
Greg McKnight, Planning Director
Pam Russell, Human Resources Director
Kim Williams, City Schools Finance Director
Jennifer Brown, Assistant Finance Director
Rachel Singer, Assistant Parks and Recreation Director
Vickie Ordonez, Chief Court Clerk
Joshua Miller, Administrative Assistant

Council Member Ronnie Martin commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Report of New Debt Obligation (Finance)
2. Approval of use of Competitive Sealed Proposals for Wide Area Network (WAN) Services (Information Technology)
3. Fox Collection Center Contract (Judicial)
4. Banner Request to Hang Across East Main Street for Mayors Annual New Year's Day 5k to be displayed December 21-31, 2021 (Street)
5. Approval of State Maintenance Contract for FY 2021-2022 (Street)
6. Asphalt Purchases Report (Water Resources)
7. Mechanical/Electrical Services Contract Extension (Water Resources)

(Insert letters from Finance, IT, Judicial, Street (2)
& Water Resources (2) Departments here.)

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

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

(Insert letter dated June 3, 2021 here with regards to approval of Minutes of City Council Meetings from April 22, 2021.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on April 22, 2021. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Solid Waste Ordinance Revisions.)

An ordinance, entitled "ORDINANCE 21-O-06 amending the Murfreesboro City Code, Chapter 14, GARBAGE, WEEDS, TRASH AND OTHER SOLID WASTE, involving a complete amendment of the chapter," which passed first reading on April 22, 2021, was read to the Council and offered for passage on second and final reading.

Mr. Darren Gore, Assistant City Manager, presented proposed changes to fees and the effective date as approved by Council on first reading.

Mr. Martin made a motion to amend ORDINANCE 21-O-06 to adjust charge amounts for residential collection and commercial "go back" service, include fees for commercial drop-off of brush at the Florence Road Facility, establish fees for bulk item collection and change the effective date of the ordinance from July 1, 2021 to August 1, 2021. Mr. Wright seconded the motion and all members of the Council voted "Aye".

Mr. Martin made a motion to pass ORDINANCE 21-O-06, as amended, on second and final reading. Mr. Wright seconded the motion. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert ORDINANCE 21-O-06 here.)

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

(Insert letter dated June 3, 2021 here with regards to Fiscal Year 2022 water rate and pricing increases.)

An ordinance, entitled "ORDINANCE 21-O-12 amending Chapter 33, Water Resources, Sections 33-1, 33-2, and 33-50 of the Murfreesboro City Code, dealing with water resources rates, charges and fees," which passed first reading on May 6, 2021, was read to the Council and offered for passage on second and final reading upon motion made

by Mr. LaLance, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: Ronnie Martin
Shawn Wright

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

(Insert ORDINANCE 21-O-12 here.)

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

(Insert letter dated June 3, 2021 here with regards to amending the One East College PUD zoning along East College Street.)

An ordinance, entitled "ORDINANCE 21-OZ-09 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 2.42 acres in the Planned Unit Development (PUD) District (One East College PUD) located along East College Street, North Spring Street, East Lytle Street, and North Church Street as indicated on the attached map, 705 4th Avenue South Holding Company, LLC, applicant [2021-404]," which passed first reading on May 20, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wright, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert ORDINANCE 21-OZ-09 here.)

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

(Insert letter dated June 3, 2021 here with regards to zoning approximately 52.9 acres along Veterans Parkway.)

An ordinance, entitled "ORDINANCE 21-OZ-11 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 52.9 acres located along Veterans Parkway, Burnt

Knob Road, and Vaughn Road by adding Gateway Design Overlay One (GDO-1) District to the current zoning; City Administration Department, applicant(s) [2021-406],” which passed first reading on May 20, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin
Shawn Wright

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

(Insert ORDINANCE 21-OZ-11 here.)

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

(Insert letter dated June 3, 2021 here with regards to zoning approximately 0.66 acres along Lee Street.)

An ordinance, entitled “ORDINANCE 21-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.66 acres located along Lee Street from Medical District - Residential (CM-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (Lee Street Towns PRD); Lee Street Partnership, applicant [2021-402],” which passed first reading on May 20, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wright, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert ORDINANCE 21-OZ-08 here.)

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

(Insert letter dated June 3, 2021 here with regards to Fiscal Year 2021 City Schools Budget Amendment No. 8.)

Ms. Kim Williams, City Schools Finance Director, presented the budget amendments for the City Schools.

The following RESOLUTION 21-R-22 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-22 here amending the 2020-2021 Murfreesboro City Schools Budget (8th Amendment).)

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

(Insert letter dated June 3, 2021 here with regards to sewer allocation variance – North Tennessee Blvd. – The Pointe at Raiders Campus Apartments.)

Mr. Greg McKnight, Planning Director, presented the request to approve The Pointe at Raiders Campus Apartment’s request for additional density above the sewer allocation ordinance’s zoning allowance. He stated that the proposed remodel of the apartments will increase the number of dwelling units to 346 and that the developer is requesting a variance to allow the 346 units, which is 128 more units than currently exist. Mr. McKnight recommended that approval of the variance be conditioned upon approval of the properties rezoning and that it is staff’s belief that the proposed remodel will reduce the developments sanitary sewer usage.

Vice-Mayor Scales Harris made a motion to approve the proposed variance to allow 346 units in the remodeled apartment complex, conditional upon approval of the properties rezoning. Mr. Wade seconded the motion and all members of the Council voted “Aye”, except Mr. Martin and Mr. Wright who voted “Nay”.

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

(Insert letter dated June 3, 2021 here with regards to sewer allocation variance – Memorial Blvd. – Brookhaven, Lot 1.)

Mr. Greg McKnight, Planning Director, presented the request to approve the proposed Memorial Boulevard multi-tenant commercial building’s request for additional density above the sewer allocation ordinance’s zoning allowance. He stated that the proposed development will use approximately 2.2 sfu’s more than the ordinance allows, but staff views the advantages of commercial tax rate revenue generation and payment of one-time development fees as a greater benefit.

Mr. Wade made a motion to approve the proposed Memorial Boulevard multi-tenant commercial building's request for additional density above the sewer allocation ordinance's zoning allowance by 2.2 sfu's. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay" and Mayor McFarland who voted "Abstain".

The following letter from the Executive Director of Development Services was presented to the Council:

(Insert letter dated June 3, 2021 here with regards to option for Right-of-Way along Butler Drive.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the Option Agreement for Conveyance of Real Estate and Memorandum of Option with Mahle Filter Systems North America Inc. to preserve a parcel of Mahle property, the Butler Drive Right-of-Way, for the future realignment of Butler Drive.

Mr. LaLance made a motion to approve the Option Agreement for Conveyance of Real Estate and Memorandum of Option with Mahle Filter Systems North America Inc. to preserve a parcel of Mahle property, the Butler Drive Right-of-Way, for the future realignment of Butler Drive. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to candidate review for City Recorder/City Treasurer position.)

Ms. Pam Russell, Human Resources Director, introduced Ms. Patricia Heminover, Baker Tilly, US, LLP, who presented the recruiting process Baker Tilly used, the criteria that Baker Tilly considered when recruiting for this position and gave Council a summary of the backgrounds of the top five candidates. Council discussed with Ms. Heminover the qualifications and experience of the top five candidates reaching the consensus that they were very impressed with candidate no. 2. Ms. Jennifer Brown, the internal candidate and current Assistant Finance Director was candidate No. 2.

Mr. LaLance made a motion to enter contract negotiations with Ms. Jennifer Brown for the City Recorder/City Treasurer position. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Contract for vehicle purchases.)

Ms. Rachel Singer, Assistant Parks and Recreation Director, presented the request of the Parks and Recreation Department to approve the Purchase Contract with Ford of Murfreesboro through State Contract No. 64470 in the amount of \$61,994 funded from CIP funds for the purchase of ¾ ton crew cab truck and a 15-passenger van.

Mr. Shacklett made a motion to approve the Purchase Contract with Ford of Murfreesboro through State Contract No. 64470 in the amount of \$61,994 funded from CIP funds for the purchase of ¾ ton crew cab truck and a 15-passenger van. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Bernhard MMC, LLC Construction Contract for Patterson Park Cooling Tower and Unit Replacement.)

Ms. Rachel Singer, Assistant Parks and Recreation Director, presented the request of the Parks and Recreation Department to approve the Construction Contract with Bernhard MMC, LLC in the amount of \$245,128 funded from the Department's Fiscal Year 2021 Operating Budget for the repair of the chiller and compressors at Patterson Park.

Mr. Wade made a motion to approve the Construction Contract with Bernhard MMC, LLC in the amount of \$245,128 funded from the Department's Fiscal Year 2021 Operating Budget for the repair of the chiller and compressors at Patterson Park. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated June 3, 2021 here with regards to Storm Sewer Camera Inspection System Purchase.)

Mr. Raymond Hillis, Executive Director of Public Works, presented the request to approve the Purchase Agreement with Sansom Equipment Company, Inc. in the amount of \$196,436, funded by the Department's Stormwater Fund, for a sewer camera inspection system.

Vice-Mayor Scales Harris made a motion to approve the Purchase Agreement with Sansom Equipment Company, Inc. in the amount of \$196,436, funded by the Department's Stormwater Fund, for a sewer camera inspection system. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Town Creek Daylighting – Griggs & Maloney proposal.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Engineering Proposal with Griggs & Maloney, Inc. in an amount not to exceed \$14,500 funded from Stormwater Working Capital Reserves for engineering services related to the design of the water relocation necessary for the daylighting of Town Creek.

Mr. LaLance made a motion to approve the Engineering Proposal with Griggs & Maloney, Inc. in an amount not to exceed \$14,500 funded from Stormwater Working Capital Reserves for engineering services related to the design of the water relocation necessary for the daylighting of Town Creek. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to WRRF elevators modernization.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Agreement with United Elevator Services, LLC in the amount of \$190,000 funded from the Department's Rate Funded Capital Budget for modernization of the elevators at the Water Resource Recovery Facility and the Administration/Lab Buildings.

Mr. LaLance made a motion to approve the Agreement with United Elevator Services, LLC in the amount of \$190,000 funded from the Department's Rate Funded Capital Budget for modernization of the elevators at the Water Resource Recovery Facility and the Administration/Lab Buildings. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to WRRF HACH equipment and software – Sole Source Purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Sole Source Purchase Contract with HACH Company in the amount of \$90,000 funded from the Department's Rate Funded Capital Budget for a Polymer Reduction HACH Real Time Control Module and four Solitax with Mounts and Hardware.

Mr. LaLance made a motion to approve the Sole Source Purchase Contract with HACH Company in the amount of \$90,000 funded from the Department's Rate Funded Capital Budget for a Polymer Reduction HACH Real Time Control Module and four Solitax with Mounts and Hardware. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Hobas Pipe Inspection & LJA Task Order - Sole Source Purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Task Order with LJA Engineering and the Sole Source Purchase of Lidar, Sonar and CCTV from Vortex Services in an amount not to exceed \$48,250 and \$174,330, respectively, funded from the Department's Working Capital Reserves for the televising of 22,611 feet of the Hobas Pipe Sewer Interceptor and engineering services related to the televising.

Mr. LaLance made a motion to approve the Task Order with LJA Engineering and the Sole Source Purchase of Lidar, Sonar and CCTV from Vortex Services in an amount not to exceed \$48,250 and \$174,330, respectively, funded from the Department's Working Capital Reserves for the televising of 22,611 feet of the Hobas Pipe Sewer Interceptor and engineering services related to the televising. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to WRRF UV Parts - Sole Source Purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Sole Source Purchase Contract with Southern Sales Company in the amount of \$60,342 funded from the Department's Rate Funded Capital Budget for ultraviolet parts for the Water Resource Recovery Facility's effluent disinfection system.

Mr. LaLance made a motion to approve the Sole Source Purchase Contract with Southern Sales Company in the amount of \$60,342 funded from the Department's Rate Funded Capital Budget for ultraviolet parts for the Water Resource Recovery Facility's effluent disinfection system. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 3, 2021 here with regards to Beer Permit Applications for Costco Wholesale #1448 at 1524 Beasie Road Chuck E. Cheese's at 1720 Old Fort Parkway and a Special Event Permit for Main Street Murfreesboro Rutherford Co. on 7/17/21 at 312 S Front Street.)

Mr. LaLance made a motion to approve Beer Permits for Costco Wholesale #1448, 1524 Beasie Road (New Location); Chuck E. Cheese's, 1720 Old Fort Parkway (Ownership Change), pending building and codes completion and a Special Event Beer Permit for Main

Street Murfreesboro Rutherford Co. on 7/17/21 at 312 South Front Street. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Vice-Mayor Scales Harris made a motion to appoint Ms. Cathy Smith (one-year plan participant term) to the Pension Committee to fill the vacancy left by Ms. Valerie Smith. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

There being no further business, Mayor McFarland adjourned this meeting at 6:48 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

MELISSA B. WRIGHT - CITY RECORDER

June 9, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, June 9, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade

Council Member Shawn Wright was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
David Ives, Deputy City Attorney
Trey Duke, City Schools Director
Erin Tucker, Budget Director
Alan Bozeman, Communications Director
Pam Russell, Human Resources Director
Trey Adams, Golf Director
Kim Williams, City Schools Finance Director
Jennifer Brown, Assistant Finance Director
Amanda DeRosia, Accounting Manager
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated June 9, 2021 here with regards to purchase of liability, property, vehicle, cyber, crime and workers' compensation insurance coverage for the City.)

Mr. Adam Tucker, City Attorney, presented the request to approve the purchase of insurance coverages for the City for Fiscal Year 2022 in the amount of \$1,692,732.

Mr. LaLance made a motion to approve the purchase of insurance coverage for the City for a total cost of \$1,692,732. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that Item No. 3 on the Agenda, FY22 Budget – Hazard Pay Stipends, would be heard next as a part of Item No. 2.

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

(Insert letter dated June 9, 2021 here with regards to Fiscal Year 2022 Budget changes and related ordinances.)

Council discussed with staff proposed amendments to the Fiscal Year 2022 Budget, hazard pay stipends, the potential to apply for Federal Grant money for reimbursement of

stipends; 18 employees who are out of their pay range and will not be eligible for this years raise; the current policy of placing new hires with years of work experience at the start of their positions pay range and conducting a study on changing the City's police officers shifts to 4-10's.

Mr. LaLance made a motion to amend ORDINANCE 21-O-13 to include additional revenues of \$1.6 Million as a result of changes to the budgeted sales tax growth and an increase to Human Resources salaries and expenditures of \$37,500 in order to add a full-time position to the department as well as re-structure positions. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 21-O-13 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2021-2022, and for other purposes," which passed first reading on May 20, 2021, was read to the Council and offered for passage as amended on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett.

Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

(Insert ORDINANCE 21-O-13 here.)

An ordinance setting the tax rate at \$1.2894, entitled "ORDINANCE 21-O-14 providing for the levy and collection of a tax for the year 2021 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates," which passed first reading on May 20, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

(Insert ORDINANCE 21-O-14 here.)

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

(Insert letter dated June 9, 2021 here with regards to Comcast Cable TV Franchise Agreement.)

Mr. Alan Bozeman, Communications Director, presented the proposed Franchise Agreement with Comcast of Nashville II, LLC in which Comcast is allowed to use the City's right-of-way to deliver service within the City; is for a 10-year non-exclusive term; the City will continue to receive a franchise fee of 5% of quarterly gross revenue on cable tv services; Comcast's system will continue to carry three community access channels, two for MTSU and one for the City and Comcast will provide a \$100,000 equipment grant for the City's channel. Mr. Bozeman stated that the Franchise Agreement would go before the Cable Television Commission for approval and then come before Council for a vote.

The following letter from the Executive Director of Community Services and Golf Director was presented to the Council:

(Insert letter dated June 9, 2021 here with regards to VA Golf Course Update.)

Ms. Angela Jackson, Executive Director Community Services, presented the history of the VA Golf Course, the courses current facilities which are in need of capital improvements, revenues and expenses of the course, a fee comparison with comparable local courses and the current lease which has a 30-day termination clause that can be executed by either party. Council discussed rumors regarding the closure of the VA Golf Course, the cost of capital improvements to the course, the course not being up to City or ADA standards and the effect raising fees at the course could have on residents.

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

(Insert letter dated June 9, 2021 here with regards to Council Charter Role.)

Mr. Adam Tucker, City Attorney, presented an overview of the Council's role and the City Manager's role, as defined by the City Charter, regarding the operations of the City and employment matters. Council discussed with staff the roles as defined by the Charter, the City Manager's evaluation and ways employees and citizens could report items or suggestions they believe should be addressed.

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

(Insert letter dated June 9, 2021 here with regards to April 2021 Dashboard packet.)

The April 2021 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue &

Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

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

(Insert letter dated June 9, 2021 here with regards to Certificate of Compliance – Costco Wholesale #1448.)

Mrs. Melissa Wright, City Recorder/Finance Director, presented the request to consider a Retail Liquor Certificate of Compliance for Christopher Douglas Harman at Costco Wholesale #1448, 1524 Beasie Road. Mrs. Wright indicated that the application was in order and recommended approval.

Mr. Wade made a motion to approve a Retail Liquor Certificate of Compliance for Christopher Douglas Harman at Costco Wholesale #1448, 1524 Beasie Road. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

Mayor McFarland stated that contract negotiations with Ms. Jennifer Brown for the position of City Recorder/Finance Director are currently underway and the starting salary range needs to be determined in order for Human Resources and Legal to draft the contract. He suggested that Ms. Brown start at the mid-point of the salary range and the rest of Council concurred.

Under other business the following letter from the Finance Director/City Recorder was presented to the Council:

(Insert letter dated June 9, 2021 here with regards to revisions to City Code Chapter 4 – Alcoholic Beverages.)

An ordinance, entitled "ORDINANCE 21-O-18 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, regarding the sale of liquor and beer for off premises consumption," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

There being no further business, Mayor McFarland adjourned this meeting at 2:10 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Revisions to Chapter 4 – Alcoholic Beverages

Department: Finance & Legal

Presented by: Melissa Wright

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Revisions needed to update City Code regarding applications for retail liquor licenses and sale of beer by curbside delivery.

Staff Recommendation

Approve Ordinance 21-O-18 on Second Reading.

Background Information

Updates to City Code Chapter 4 regarding Alcoholic Beverages needs to be updated due to changes by the Tennessee Alcoholic Beverage Commission’s (ABC) requirements for applications for Certificates of Compliance by retail package store owners. ABC no longer requires a public hearing or advertisements of new locations to apply for a license. The City manages retail liquor stores locations through zoning on the property. Additionally, ABC has removed the two-year requirement of renewal for the Certificate of Compliance.

The pandemic highlighted the desire for curbside delivery of groceries, food and alcohol. This is allowed by State law and it is desired to have the requirements spelled out within our code.

This ordinance was approved on 1st reading on June 9, 2021.

Council Priorities Served

Maintain public safety

Clear language regarding alcoholic beverage licensure requirements and delivery of alcohol allows City staff to be consistent with State law and requires uniformity by sellers of alcohol.

Fiscal Impact

There should be no fiscal impact from these revisions.

Attachments

Ordinance 21-O-18

ORDINANCE 21-O-18 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, regarding the sale of liquor and beer for off-premises consumption.

WHEREAS, Title 57 of the Tennessee Code Annotated authorizes the City to regulate certain aspects of the retail sale of intoxicating liquor and beer; and

WHEREAS, the City has enacted permitted regulations in Chapter 4 of the Murfreesboro City Code; and

WHEREAS, certain amendments to the Tennessee Code Annotated and protocol changes at the Tennessee Alcoholic Beverage Commission have necessitate updates to the Murfreesboro City Code.

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

SECTION 1. Murfreesboro City Code, Section 4-7, Retail liquor certificate of compliance; initial application; approval, is amended as follows:

- (i) Subsection (D) is amended by deleting the language “following compliance with any applicable public notice requirements” from the end of said subsection; and
- (ii) Subsection (E) is amended by deleting the language “City Council shall conduct a public hearing on an initial application for a Retail Liquor Certificate of Compliance before approving the issuance of the requested certificate. In addition,” from the beginning of said subsection.

SECTION 2. Murfreesboro City Code, Section 4-8, Retail liquor certificate of compliance, is amended by deleting the language of the section and replacing it with the following:

“In accordance with T.C.A. § 57-3-208, a Retail Liquor Certificate of Compliance issued pursuant to Section 4-7 remains valid unless there is a change of ownership or location. If either of these events occurs, a new certificate must be obtained in compliance with the requirements of Section 4-7 prior to renewal of a state retail license.”

SECTION 3. Murfreesboro City Code, Section 4-9, Retail liquor certificate of compliance; renewal, is amended by deleting the section in its entirety and replacing it with “Reserved.”

SECTION 4. Murfreesboro City Code, Section 4-13, Wine certificate of compliance; term, is amended by deleting the language of the section and replacing it with the following:

“In accordance with T.C.A. § 57-3-807, a Wine Certificate of Compliance issued pursuant to Section 4-12 remains valid unless there is a change of ownership or location. If either of these events occurs, a new certificate must be obtained in compliance with the requirements of Section 4-12 prior to renewal of a state retail food store wine license.”

SECTION 5. Murfreesboro City Code, Section 4-14, Wine certificate of compliance; renewal, is amended by deleting the section in its entirety and replacing it with “Reserved.”

SECTION 6. Murfreesboro City Code, Section 4-66, Reserved, is amended by deleting the section in its entirety and replacing it with the following:

“Section 4-66 – Curbside delivery/pick-up service.

A permit holder may sell beer online for curbside pickup at the permit holder's location. Purchased beer must be delivered to the customer's vehicle, and the vehicle must be located within a paved parking area adjacent to the place of business. Beer sold through an online curbside pickup service must be pulled from the inventory located at the permitted location of the retailer providing the service and may not be pulled from the inventory of another retailer or permitted location. Any employee bringing beer to a vehicle for online curbside pickup must confirm the individual receiving the beer is at least twenty-one (21) years of age.”

SECTION 7. That this Ordinance shall take effect on July 1, 2021, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Amend City Code to Permit Consumption of Alcohol on Airport Property

Department: Airport

Presented by: Chad Gehrke, Airport 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 Murfreesboro City Code to allow for the consumption of alcohol on Airport property.

Staff Recommendation

Approve amendment of Murfreesboro City Code, Chapter 3, Airport Section 3-14 allowing the consumption of alcohol on City property, specifically the Airport.

Background Information

The new Business Center and Terminal was built with rentable space for meetings and events. These events may include the consumption of alcohol. Other facilities at the airport may also be used for similar events where alcohol may be served. The Airport Commission has approved Rules for Alcohol Use on Airport Property and Application Use Permits similar to those used by the Parks and Recreation Department to comply with City policies.

Council Priorities Served

Improve economic development

The Amendment of the Murfreesboro City Code allowing the use of alcohol at the Airport will allow rental of the space for business and personal events creating wonderful events and additional revenue for the Airport.

Operational Issues

The Airport Commission has approved the necessary rules and use permits to prepare for the use and consumption at the Airport. Staff will be trained on the rules and proper use of the facilities.

Fiscal Impact

The Amendment will allow for an additional revenue source that will assist the Airport in its ability to maintain and improve its facilities.

Attachments

1. Proposed Resolution for Airport Alcohol Policy
2. Proposed Ordinance Allowing Alcohol
3. Rules for Alcohol Use at the Airport

RESOLUTION 21-R-09 adopting rules regarding the possession, use and consumption of beer, wine and alcoholic beverages on City-owned property to include the Murfreesboro Municipal Airport.

WHEREAS, Murfreesboro City Code §4-90, Beer, Wine and Other Beverages on City Property, specifies that rules shall be adopted by the Council by resolution after receiving recommendations from the department; and,

WHEREAS, the Murfreesboro Municipal Airport Commission and the Airport Manager have developed rules regarding the possession, use and consumption of beer, wine and other alcoholic beverages; and

WHEREAS, the Airport Commission recommended and approved such rules at its April 19, 2021 meeting; and

WHEREAS, pursuant to Ordinance 08-O-38 and Ordinance 21-O-05, the City Council wishes to adopt said rules as set forth in Attachment A hereto.

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

SECTION 1. Approves and adopts the rules contained in Attachment A hereto for Murfreesboro Municipal Airport.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

**MURFREESBORO MUNICIPAL AIRPORT
RULES FOR ALCOHOLIC BEVERAGES ON AIRPORT PROPERTY**

General

1. No person under the influence of alcohol or drugs shall operate any motor vehicle, machinery, or aircraft of any type on Murfreesboro Municipal Airport (“Airport”) property (“Property”). For purposes of these Rules, Property shall include all of the real property owned by the City of Murfreesboro and dedicated to use by and for the Airport.
2. No person shall be or become intoxicated on Airport Property. For purposes of these rules, a person is intoxicated if: (a) the person’s mental or physical functions are meaningfully impaired due to the person’s consumption or use of a controlled substance, a controlled substance analogue, alcohol, or other substance affecting the central nervous system; or (b) the person exhibits plain and easily observed outward manifestations of behavior or physical signs produced by the over consumption of alcohol.
3. City employees will instruct intoxicated persons to leave the Property and not to return to the property until they are no longer intoxicated. An intoxicated person who refuses to leave the property when instructed, as well as persons who are repeatedly asked to leave the Property due to their intoxicated state, may be removed by police and/or denied future access to, or future use of, the Airport.
4. The sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverages on Airport Property is allowed as set forth in these Rules or a Use Agreement entered into pursuant to these Rules,
5. Any sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverage on Airport Property must comply with all state and local laws relative to the sale, distribution, consumption, use, and possession of alcoholic beverages.
6. Any person or entity authorized to sell or distribute beer, wine, or other alcoholic beverages on Airport Property must have all appropriate state and local licenses and permits to engage in such activity.
7. No person shall consume, sell, distribute, or display beer, wine, or other alcoholic beverage on or within any public or open area of the Airport except in accordance with the terms of a Use Agreement entered into pursuant to these Rules. Beer, wine, and other alcoholic beverages may be possessed and consumed by the lessee or tenant of a hangar, and such lessee’s or tenant’s invited guests, within the confines of such hangar, subject to these Rules.
8. No individual possessing an alcoholic beverage in an open container is permitted to be on the Airport’s runway, taxiways, apron, sidewalks, parking lots, or driveways.
9. Lessees of hangars and other Airport facilities are responsible for enforcing the City's rules for possession, use and consumption of beer, wine and any other alcoholic beverages on the leased premises and for enforcing applicable state and local laws and regulations.
10. Any person in violation of these rules may be subject to criminal or civil prosecution pursuant to applicable state and local laws.

Use Agreement

1. The sale, distribution, consumption, use, or possession of beer, wine or other alcoholic beverage shall be allowed in conjunction with an approved facility rental and/or special event as set forth in a Use Agreement between the party hosting the event (“User”) and the City.
2. A Use Agreement is required for rental of any portion of the Terminal or other City-managed facility. In addition, a Use Agreement is required for events hosted in private leased areas where alcohol is to be served and the number of actual or invited attendees is 15 or more.

3. All alcoholic beverages brought onto the Airport Property in connection with a Use Agreement must remain under the control and supervision of the User, a business in possession of a state-issued caterer license or City-issued caterer beer permit (“Caterer”), or an employee of the User or Caterer. No alcoholic beverages shall be left unattended on the Airport Property.
4. Persons serving any alcoholic beverage at the Airport pursuant to a Use Agreement must be at least twenty-one (21) years of age and acting under the direct supervision of the User or Caterer
5. Providing alcohol to anyone under the age of twenty-one (21), whether by a User, a Caterer, or a person under the User’s or Caterer’s supervision is strictly prohibited. Failure to adhere to this rule will result in the User being banned from hosting future events at the Airport at which alcohol is served for at least one (1) year.
6. The person or entity responsible for selling or distributing any alcoholic beverage pursuant to a Use Agreement must provide a copy of any required beer permit or liquor license to the Airport Manager or designee prior to the event.
7. Beer kegs may be permitted during a rental or special event if specified in the Use Agreement.
8. Alcoholic beverages may only be served and possessed in the location and during the specific hours of the rental or special event specified in the Use Agreement
9. Persons in possession of an alcoholic beverage must stay within the perimeters of the rented or special event area. Under no circumstances will individuals possessing alcoholic beverages be permitted outside such rental or special event area.
10. The Airport Commission reserves the right to implement additional rules relative to the sale, distribution, consumption or possession of beer, wine or any other alcoholic beverages at the facility as may be necessary.

Adopted by Murfreesboro Airport Commission: April 19, 2021_____.

Approved by Murfreesboro City Council: _____

ORDINANCE 21-O-05 amending the Murfreesboro City Code, Chapter 3, Airport, Section 3-14, regarding Rules of Conduct.

WHEREAS, the City allows alcohol to be consumed on City property subject to approved rules adopted by resolution; and

WHEREAS, the City Council desires to allow alcohol consumption on airport property in limited circumstances consistent with rules to be adopted by resolution; and

WHEREAS, the Airport Commission recommended and approved such rules at its April 19, 2021 meeting.

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

SECTION 1. Murfreesboro City Code, Section 3-14(B) is amended deleting the first sentence of such subsection (B) and replacing it with the following sentence:

“Alcohol may only be consumed on the airport pursuant to duly approved rules or rental or use agreements.”

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Melissa B. Wright
City Recorder
SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

**MURFREESBORO MUNICIPAL AIRPORT
RULES FOR ALCOHOLIC BEVERAGES ON AIRPORT PROPERTY**

General

1. No person under the influence of alcohol or drugs shall operate any motor vehicle, machinery, or aircraft of any type on Murfreesboro Municipal Airport (“Airport”) property (“Property”). For purposes of these Rules, Property shall include all of the real property owned by the City of Murfreesboro and dedicated to use by and for the Airport.
2. No person shall be or become intoxicated on Airport Property. For purposes of these rules, a person is intoxicated if: (a) the person’s mental or physical functions are meaningfully impaired due to the person’s consumption or use of a controlled substance, a controlled substance analogue, alcohol, or other substance affecting the central nervous system; or (b) the person exhibits plain and easily observed outward manifestations of behavior or physical signs produced by the over consumption of alcohol.
3. City employees will instruct intoxicated persons to leave the Property and not to return to the property until they are no longer intoxicated. An intoxicated person who refuses to leave the property when instructed, as well as persons who are repeatedly asked to leave the Property due to their intoxicated state, may be removed by police and/or denied future access to, or future use of, the Airport.
4. The sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverages on Airport Property is allowed as set forth in these Rules or a Use Agreement entered into pursuant to these Rules,
5. Any sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverage on Airport Property must comply with all state and local laws relative to the sale, distribution, consumption, use, and possession of alcoholic beverages.
6. Any person or entity authorized to sell or distribute beer, wine, or other alcoholic beverages on Airport Property must have all appropriate state and local licenses and permits to engage in such activity.
7. No person shall consume, sell, distribute, or display beer, wine, or other alcoholic beverage on or within any public or open area of the Airport except in accordance with the terms of a Use Agreement entered into pursuant to these Rules. Beer, wine, and other alcoholic beverages may be possessed and consumed by the lessee or tenant of a hangar, and such lessee’s or tenant’s invited guests, within the confines of such hangar, subject to these Rules.
8. No individual possessing an alcoholic beverage in an open container is permitted to be on the Airport’s runway, taxiways, apron, sidewalks, parking lots, or driveways.
9. Lessees of hangars and other Airport facilities are responsible for enforcing the City's rules for possession, use and consumption of beer, wine and any other alcoholic beverages on the leased premises and for enforcing applicable state and local laws and regulations.
10. Any person in violation of these rules may be subject to criminal or civil prosecution pursuant to applicable state and local laws.

Use Agreement

1. The sale, distribution, consumption, use, or possession of beer, wine or other alcoholic beverage shall be allowed in conjunction with an approved facility rental and/or special event as set forth in a Use Agreement between the party hosting the event (“User”) and the City.
2. A Use Agreement is required for rental of any portion of the Terminal or other City-managed facility. In addition, a Use Agreement is required for events hosted in private leased areas where alcohol is to be served and the number of actual or invited attendees is 15 or more.

3. All alcoholic beverages brought onto the Airport Property in connection with a Use Agreement must remain under the control and supervision of the User, a business in possession of a state-issued caterer license or City-issued caterer beer permit (“Caterer”), or an employee of the User or Caterer. No alcoholic beverages shall be left unattended on the Airport Property.
4. Persons serving any alcoholic beverage at the Airport pursuant to a Use Agreement must be at least twenty-one (21) years of age and acting under the direct supervision of the User or Caterer
5. Providing alcohol to anyone under the age of twenty-one (21), whether by a User, a Caterer, or a person under the User’s or Caterer’s supervision is strictly prohibited. Failure to adhere to this rule will result in the User being banned from hosting future events at the Airport at which alcohol is served for at least one (1) year.
6. The person or entity responsible for selling or distributing any alcoholic beverage pursuant to a Use Agreement must provide a copy of any required beer permit or liquor license to the Airport Manager or designee prior to the event.
7. Beer kegs may be permitted during a rental or special event if specified in the Use Agreement.
8. Alcoholic beverages may only be served and possessed in the location and during the specific hours of the rental or special event specified in the Use Agreement
9. Persons in possession of an alcoholic beverage must stay within the perimeters of the rented or special event area. Under no circumstances will individuals possessing alcoholic beverages be permitted outside such rental or special event area.
10. The Airport Commission reserves the right to implement additional rules relative to the sale, distribution, consumption or possession of beer, wine or any other alcoholic beverages at the facility as may be necessary.

Adopted by Murfreesboro Airport Commission: _____.

Approved by Murfreesboro City Council: _____

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: City Ordinance Change to Reflect Departmental Merger

Department: Street Department

Presented by: Kane Adams

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Updates City ordinance to reflect Street Department's responsible for planting, care, and maintenance of the City's green infrastructure.

Staff Recommendation

Approve Ordinance 21-O-07.

Background Information

The City's former Urban Environmental Department (UED) merged with the Street Department in 2018. The Street Department has fulfilled urban environmental responsibilities since that time, with some decisions made by the former department having been allocated the Board of Zoning Appeals. The proposed change to the City Code reflects the delegated responsible for maintenance and hearings regarding the City's green infrastructure and urban forests.

Council Priorities Served

Responsible Budgeting

Merging two operating departments has significant decreased operating expenses and increased the efficiency of fulfilling the responsibility allocated to the department.

Fiscal Impact

None.

Attachments

1. Ordinance 20-O-07
2. Exhibit A, Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

ORDINANCE 21-O-07 amending the Murfreesboro City Code, Chapter 2, Administration, Article II, Urban Environmental Commission and Chapter 32.5, Tree Management.

WHEREAS, in 2018, the Urban Environmental Department merged with the Street Department; and,

WHEREAS, the Street Department is now responsible for the planting, care, maintenance, and overall stewardship of the City of Murfreesboro's green infrastructure and urban forests; and,

WHEREAS, it is the recommendation of City staff that the relevant City ordinances should reflect the merger of the Urban Environmental Department and the Street Department in order to improve the administration of the responsibilities and duties of the same; and,

WHEREAS, City Council finds that these recommendations are consistent with State law and the reasonable regulation of lawful activity.

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

SECTION 1. Chapter 2, Administration, Article II, Urban Environmental Commission (Sections 2-36 through 2-44), of the Murfreesboro City Code is hereby amended by deleting the article and sections in its entirety and marking it as "Reserved."

SECTION 2. Chapter 32.5, Tree Management, (Sections 32.5-1 – 32.5-10) of the Murfreesboro City Code is hereby amended by deleting the chapter its entirety and substituting in lieu thereof the following:

SECTION 32.5-1 - Purpose and intent.

(A) The purpose of this chapter is to regulate the planting, maintenance, and removal of all trees in public areas in the City by:

- (1) Directing the City's Public Works Division to develop, implement, and enforce regulations related to the planting, maintenance, and removal of trees on City property, including City-owned right-of-way;
- (2) Authorizing the Public Works Division to issue permits for the planting, maintenance, and removal of trees in public areas within the City;
- (3) Providing for the pruning and removal of trees on private property which endanger public safety; and,
- (4) Prescribing penalties for violations of these regulations and authorizing other remedial actions for such violations.

(B) The purpose of the Landmark Tree designation program authorized by this chapter is to preserve and protect the cultural heritage, natural resources, aesthetic enhancement, and those environmentally sensitive areas in which a Landmark Tree(s) is located. From and after such time as a tree is designated as being a Landmark Tree, it shall be subject to all rules, regulations and/or requirements prescribed by this chapter.

(C) The standards set out herein are hereby established in order to encourage the planting of trees within the City; to encourage the maintenance and protection of existing trees; to encourage the removal of hazardous, undesirable, or diseased/pest-infested trees; and, to reduce air pollution and promote clean air quality through increased dust filtration, and the reduction of noise, heat and glare.

SECTION 32.5-2 - Name.

This chapter shall be known and may be cited as "Tree Management."

SECTION 32.5-3 - Definitions.

(A) Arboricultural Specifications and Standards of Practice for the City of Murfreesboro (or "Arboricultural Specifications Manual") is a manual prepared by the City Arborist pursuant to this chapter containing regulations and standards for the planting, maintenance, and removal of trees on public areas regulated herein.

(B) Landmark Tree(s). Landmark trees are those individual trees or tree groups identified as being exemplary of their species based upon their rarity, size, age, association with a historical or significant event or person, abnormality, or scenic enhancement. Such Landmark Trees are recognized as representing unique community assets.

(C) Person. Any natural person, firm, partnership, association, corporation, company, or organization of any kind.

(D) Property owner. The person or persons owning such property as shown by the Register of Deeds' office.

(E) Public property. City-owned property or public street or highway right-of-way within the City.

(F) Street or highway right-of-way. The area between private property lines on each side of a street or highway, with "private property lines" defined or determined as follows:

(1) When there is a plat dedication, deed, or easement conveying the street or highway right-of-way to the City, the description therein shall control.

(2) When there is no plat dedication, deed, or easement as provided in subsection (1) above, but the private property is fenced at the street or highway, the "private property line" shall be at the fence.

(3) When there is no plat dedication, deed, or easement as provided in subsection (1) above, or fence as provided in subsection (2) above, the "private property line" shall begin: (i) at the property side of a sidewalk; (ii) if no sidewalk, at the property side of the curb; and, (iii) if no sidewalk or curb, at the property side of the storm drainage ditch or shoulder, whichever is further from the edge of the traveled portion of the street or highway.

(G) Trees. Large trees are designated as those having attained a height of 45 ft. or more, medium trees are designated as those having attained a height of 30 to 45 ft., and small trees are designated as those having attained a height of under 30 ft.

SECTION 32.5-4 - City Arborist.

- (A) Qualifications. The City Arborist shall be a person skilled and trained in the science of arboriculture. The City Arborist shall hold a college degree in forestry, urban forestry, horticulture or other closely related field or have graduated from an accredited program or institute with a degree or certification in arboriculture.
- (B) Duties. The City Arborist shall have the authority to promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning, and bracing of trees growing on public areas regulated herein and shall direct, regulate and control the planting, maintenance, and removal of all trees growing now or hereafter in any public areas regulated herein. The City Arborist shall cause the provisions of this chapter to be enforced. In the City Arborist's absence, these duties shall be the responsibility of a qualified alternate designated by the City Manager.
- (C) Authority.
- (1) Scope. The City Arborist shall have the authority and jurisdiction to regulate the planting, maintenance, and removal of trees on public areas regulated herein to ensure safety and to preserve the aesthetics of such public sites.
 - (2) Supervision. The City Arborist shall have the authority, and it shall be the City Arborist's duty, to supervise or inspect all work performed under a permit issued in accordance with the terms of this chapter.
 - (3) Condition of permit. The City Arborist and/or City Manager shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.
 - (4) Landmark Tree designation. The City Arborist shall have the authority, and it shall be the City Arborist's duty, to identify trees that qualify as a Landmark Tree.

SECTION 32.5-5 – Tree Management Plan

- (A) In addition to the duties set forth in Section 32.5-4, the City Arborist shall be responsible for developing the City's Tree Management Plan, presenting the plan to City Council for approval, and, upon approval, administering the plan.
- (B) All new plantings in public areas within the City shall conform with the Tree Management Plan approved by City Council. The Tree Management Plan shall provide standards and guidelines, consistent with the Arboricultural Specifications and Standards of Practice, related to the care, preservation, pruning, planting, replanting, removal, or disposition of trees in public areas. In developing the Tree Management Plan, the City Arborist shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.
- (C) The City Arborist shall have the authority to amend the Tree Management Plan, subject to approval by City Council, whenever circumstances make such amendments advisable. In addition, the City Council may request the

City Arborist to consider, investigate, report findings, and make recommendations upon any special matter or question within the scope of the City Arborist's duties and responsibilities.

SECTION 32.5-6 - Permit required.

(A) Scope of requirement.

- (1) Persons requiring permits. No person other than the City Arborist, designee, or a contractor employed by the City Arborist, may perform any of the following acts on a tree in a public area without first obtaining a permit: plant, maintain, treat, prune, remove, replant, replace or otherwise disturb any tree. This provision shall not be construed to prohibit owners of property adjacent to public areas from watering, without a permit, any tree, located on such public areas, subject to subsection (E)(2) herein. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as required law. Notwithstanding the foregoing, an owner or developer who receives site plan approval that includes a landscape plan shall not be required to obtain an additional permit for trees in the street or highway right-of-way at the approved site.
- (2) Application for permit.
 - (a) Application for a permit must be made not less than three working days prior to the time the work is to be done. An application may be made by telephone or by fax. The person to whom the permit is issued shall abide by the Arboricultural Specifications and Standards of Practice.
 - (b) Any person planning to excavate in order to perform work must comply with T.C.A. § 65-31-101 et seq. and this chapter. The applicant for an excavation permit shall give "notice of intent to excavate" to Tennessee One Call pursuant to T.C.A. § 65-31-101 et seq. at least three working days prior to the actual date of excavation but not more than ten full working days prior to such time.
 - (c) No permit is required for trees on private property in a utility right-of-way easement.
- (3) Standards of issuance. The permit shall be issued, provided that the proposed work is in compliance with this chapter and the proposed method and workmanship thereof are in conformity with the Arboricultural Specification and Standards of Practice, at no cost. Any permit granted shall contain a definite date of expiration and the work shall be completed in the time allowed on the permit and in the manner therein described. A violation of any of a permit terms shall render a permit null and void. An applicant may appeal the denial of a permit to the Board of Zoning Appeals in accordance with Section 32.5-10.
- (4) Notice of completion. A notice of completion shall be provided within five days after the completion date for purposes of inspecting the work. The notice may be by telephone.

(B) Planting.

(1) Application data. The application required herein shall state the number of trees to be planted, the location, the species, cultivar or variety of each tree, the method of planting, and such other information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(2) Improper planting.

(a) Whenever any tree or shrub shall be planted or set out so as to be in conflict with the provisions of this section, it shall be lawful for the City to remove, or cause to be removed, such offending trees, and the cost for the removal thereof shall be assessed to the owner, subject the owner's right to notice of the violation and the owner having a reasonable opportunity to remove—or arrange for the removal of—the offending tree. .

(b) A statement of the cost incurred by the City shall be filed with the City Recorder or designee. A lien is hereby declared on such person's abutting property for all costs and expenses incurred by the City. The responsible party shall be liable for the total costs incurred by the City, together with an administrative handling expense of an additional 20%.

(c) All uncollected costs for the current year shall be certified by the City Recorder on or before December 31st of each year. When taxes are collected for the next succeeding year, the City Recorder shall collect any such certified amount as a special tax against the property owner's abutting real estate. The costs of removing such trees is hereby declared to be a special tax to be collected as general taxes levied by the City.

(3) Drainage ditch. Nothing shall be planted in a City drainage ditch.

(4) Distance from travel lane. No tree shall be planted within 12 ft. of the traveled portion of any major arterial or collector street with a speed limit greater than 40 miles per hour. Where existing tree distances outside curbs or edges of travel lanes have been established, replacement trees may be allowed to conform with those established set-back distances. Planting that involves exceptions to these criteria will be considered on an individual basis.

(C) Maintenance. The application required herein shall state the number and kinds of trees to be sprayed, fertilized, pruned, or otherwise preserved on public area; the type of treatment to be administered; the composition of the spray material to be applied; and such other maintenance information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(D) Tree topping. Topping a tree is defined as the extensive and substantial cutting or heading back of limbs to stubs larger than two inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. As a normal practice it shall be unlawful for any person, firm, public utility, or City department to top any tree on public areas. At the discretion of the City Arborist trees severely damaged by storms or other causes, or certain trees under utility wires or other

obstructions where other pruning practices are impractical may be exempted from this chapter. Anyone desiring to prune a tree on public areas must obtain a permit.

(E) Removal, replanting, and replacement.

(1) (a) Whenever the City, utility, or government agency causing the removal determines it necessary to remove a tree or trees from a public area in connection with the construction or repair of a sidewalk or the paving or widening of a street or highway used in vehicular traffic, the City, utility, or government agency causing the removal shall replant such trees or replace them. In the event conditions prevent the replanting (i.e., loss or reduction of planting area, visibility, etc.) the requirement for replanting shall be satisfied by the planting of an equivalent number of approved trees in other similar location(s).

(b) Any City, utility or government agency shall give notice of intent (fax notice to City Arborist is acceptable) to remove a tree or trees from a public area a minimum of seven working days prior to removal to the City Arborist so the City Arborist may investigate and offer reasonable alternatives when any exist. Any designation of a tree as a Landmark Tree must be made prior to the issuing of the required seven-day notice.

(c) Any utility shall appoint a designated person to act as the liaison between it and the City Arborist. The person designated shall be responsible for coordinating all proposed utility construction projects that involve trees, prior to the commencement of work.

(2) No person or property owner shall remove a tree from a public area for the purpose of construction, or for any other reason, without first applying for and procuring a permit; and any tree or trees removed shall be replaced in accordance with the Arboricultural Specifications Manual. Such replacement shall meet the standards set forth on the permit. The person or property owner shall bear the cost of removal (to include the stump), clean-up, and replacement of all trees removed. Notwithstanding the foregoing, a property owner may remove a tree the property owner planted, without first obtaining a permit for removal, provided the tree was not planted (i) as a replacement tree pursuant to this subsection (E) herein, or (ii) was not a tree planted as required by the landscaping provisions of Appendix A - Zoning.

(F) A municipal register shall be established and maintained for Landmark Trees. The City Arborist shall periodically conduct a survey to locate trees eligible for Landmark Tree designation. Enrollment shall be accomplished through identification and nomination of an individual tree or tree group by a municipal official, citizen, or property owner subject to review and approval by the Department. A tree on private property may not be designated a Landmark Tree without the consent of the property owner(s). Owners of private property may nominate a tree or tree group located on their property for Landmark Tree designation and registration in the municipal register; and in the event such trees are approved and enrolled, they shall be subject to the rules, regulations and requirements prescribed by this chapter.

SECTION 32.5-7 - Abuse or mutilation of trees.

- (A) The provisions of this section apply to any tree in a public area and to any tree having landmark designation. Unless specifically authorized by the City Arborist, no person shall intentionally damage, cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivance to any tree; allow any gaseous liquid or solid or impervious (such as concrete or asphalt) substance which is harmful to such trees and/or their root systems to come into contact with them; or set fire or permit any fire to burn when such fire or the heat thereof may injure any portion of the tree; permit grade changes around trees; or permit storage of materials within driplines.
- (B) Trees having landmark designation shall be protected on public and private property from damage or removal.
- (C) Once a tree in a public area has been designated a Landmark Tree and enrolled in the municipal register of Landmark Trees, it may be removed only if, in the opinion of the City Arborist the tree poses a danger of spreading disease or infection to surrounding healthy trees, it presents a hazard to structures, property, or persons, or it substantially or materially restricts the economic enjoyment of the property. An applicant denied permission to remove a Landmark Tree by the Department may make a written appeal of such decision to the Board of Zoning Appeals in accordance with Section 32.5-10. Notwithstanding the foregoing, a Landmark Tree damaged during a storm which poses an immediate threat to public safety or private property may be removed to the extent necessary to eliminate the threat to public safety or private property without consideration by the Department.

SECTION 32.5-8 - Public nuisances.

- (A) Definitions. The following are hereby declared public nuisances under this chapter:
- (1) A tree, shrub, or other plant, or portion thereof, whether located on public property or private property, which by reason of location or condition constitutes a danger to the health, safety, or welfare of the general public.
 - (2) Any tree, shrub, or other plant, or portion thereof, whether located on public property or private property, that obstructs the free passage of pedestrian (7 feet minimum clearance) or vehicular traffic (15.5 feet minimum clearance) or which obstructs a traffic signal or traffic sign.
- (B) Right to inspect; determination of nuisance.
- (1) The officers, agents, servants and employees of the City have the authority to enter onto private property whereon there is located a tree, shrub, plant or other plant part that is reasonably suspected to be a public nuisance.
 - (2) The City Arborist, the City Traffic Engineer, and their designees shall have the authority to determine whether a tree, shrub, or other plant, or portion thereof constitutes a public nuisance and to issue a written notice of any such determination.

(C) Abatement on public property. Any tree, shrub, or other plant, or portion thereof that is located on public property and has been declared a public nuisance shall be pruned, removed, or otherwise treated by the City in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery.

(D) Abatement on private property.

- (1) Any tree, shrub, or other plant, or portion thereof that is located on private property and has been declared a public nuisance shall be pruned, removed, or otherwise treated by the property owner or agent in whatever fashion may be required to cause the abatement of the nuisance.
- (2) No property owner may be held to be in violation of this provision unless and until the City has caused a written notice to be personally served or sent by certified mail (return receipt not required) to the owners of record for the property in question. Such notice shall:
 - (a) Describe the kind of tree, shrub, or other plant or plant part which has been declared to be a public nuisance, its location on the property, and the reason for declaring it a nuisance;
 - (b) Describe by legal description or by street the property; and
 - (c) State the actions that the property owner may undertake to abate the nuisance. and
 - (d) State the time within which the nuisance must be abated.
- (3) The City shall afford a property owner at least 30 days from the date of the notice to abate the nuisance, unless the nuisance presents an imminent danger to the public, in which case the 30-day requirement may be waived or reduced.
- (4) If the nuisance is not abated by the date specified in the notice of violation, the City or the City's contractor are hereby granted the authority to abate the nuisance and to enter onto private property to the extent reasonably necessary to abate such nuisance. In addition, the owner or owners of the property on which the nuisance is located may be prosecuted by citation to City Court in the same manner as other violations of the City Code. Any person found guilty of failing to abate a nuisance under this chapter shall be punished as provided in City Code § 1-8. In addition to any penalty assessed pursuant to City Code § 1-8, the property owner(s) shall be liable to the City for the reasonable cost incurred by the City in connection with abating the nuisance. This cost of abatement shall be filed as a lien against the property on which the nuisance was located; and,

SECTION 32.5-9 - Violation.

The violation of any provision of this chapter shall be punished as provided in Code § 1-8, in addition to any costs of corrective action incurred by the City as provided in this chapter.

SECTION 32.5-10 - Appeal to the Board of Zoning Appeals.

(A) Any person aggrieved by an action taken pursuant to Sections 32.5-6 or 32.5-7 shall have the right to an appeal to the Board of Zoning Appeals

provided written request is filed with the City Recorder within ten working days of the action upon which the appeal is based.

(B) The Board of Zoning Appeals shall have the authority to grant variances where the particular characteristics of the plant material and/or topography and/or construction of the intersection or street reasonably warrant a variance and the variance does not materially alter the intent of this chapter. The procedure for requesting a variance from the Board shall be identical to the procedure for variances by the Board of Zoning Appeals as set forth in Appendix A - Zoning, section 10, except for the time for requesting the appeal.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

SECTION 32.5-1 - Purpose and intent.

(A) The purpose of this chapter is to regulate the planting, maintenance, and removal of all trees in public areas in the City by ~~and through~~:

~~(1) the establishment of a Tree Board;~~

~~(2)(1) Directing the City's Public Works Division to develop, implement, and enforce regulations related to the planting, maintenance, and removal of trees on City property, including City-owned right-of-way; the establishment of the Urban Environmental Department as the agency prescribing regulations, subject to prior approval of the City Council, relating to the planting, maintenance, and removal of trees in public areas;~~

~~(3)(2) the provision for the issuing of permits for the planting, maintenance, and removal of trees in public areas; Authorizing the Public Works Division to issue permits for the planting, maintenance, and removal of trees in public areas within the City;~~

~~(4)(3) the provision~~ Providing for the pruning and removal of trees on private property which endanger public safety; and,

~~(5)(4) the provision for p~~ Prescribing penalties for violations of these regulations and authorizing other remedial actions for such violations.

(B) The purpose of the ~~landmark tree~~ Landmark Tree designation program ~~authorized by this chapter~~ is to preserve and protect the cultural heritage, natural resources, aesthetic enhancement, and those environmentally sensitive areas ~~inherent in those trees or tree groups so designated~~ in which a Landmark Tree(s) is located. From and after such time as a tree is designated as being a ~~landmark tree~~ Landmark Tree, it shall be subject to all rules, regulations and/or requirements prescribed by this chapter.

(C) The standards set out herein are hereby established in order to encourage the planting of trees within the City; to encourage the maintenance and protection of existing trees; to encourage the removal of hazardous, undesirable, or diseased/pest-infested trees; and, to reduce air pollution and promote clean air quality through increased dust filtration, ~~and the~~ reduction of noise, heat and glare.

SECTION 32.5-2 - Name.

This chapter shall be known and may be cited as "Tree Management."

SECTION 32.5-3 - Definitions.

(A) Arboricultural Specifications and Standards of Practice for the City of Murfreesboro (or "Arboricultural Specifications Manual") is a manual prepared by the ~~Urban Environmental Department~~ City Arborist pursuant to this chapter containing regulations and standards for the planting, maintenance, and removal of trees on public areas regulated herein.

(B) Landmark Tree(s). Landmark trees are those individual trees or tree groups identified as being exemplary of their species based upon their rarity, size, age, association with a historical or significant event or person, abnormality, or scenic enhancement. Such ~~landmark tree~~ Landmark Trees are recognized as representing unique community assets.

(C) Person. Any person, firm, partnership, association, corporation, company, or organization of any kind.

(D) Property owner. The person or persons owning such property as shown by the Register of Deeds' office.

(E) Public area(s). City-~~owned~~ property or public street or highway right-of-way within the City.

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

- (F) Street or highway right-of-way. The area between private property lines on each side of a street or highway, with "private property lines" defined or determined as follows:
- (1) When there is a plat dedication, deed, or easement conveying the street or highway right-of-way to the City, the description therein shall control.
 - (2) When there is no plat dedication, deed, or easement as provided in subsection (1) above, but the private property is fenced at the street or highway, the "private property line" shall be at the fence.
 - (3) When there is no plat dedication, deed, or easement as provided in subsection (1) above, or fence as provided in subsection (2) above, the "private property line" shall begin: (i) at the property side of a sidewalk; (ii) if no sidewalk, at the property side of the curb; and, (iii) if no sidewalk or curb, at the property side of the storm drainage ditch or shoulder, whichever is further from the edge of the traveled portion of the street or highway.
- (G) Trees. Large trees are designated as those having attained a height of 45 ft. or more, medium trees are designated as those having attained a height of 30 to 45 ft., and small trees are designated as those having attained a height of under 40 ft.

~~(H) Urban Environmental Official. The Urban Environmental Director or designee.~~

~~SECTION 32.5-4 - Tree Board and Urban Environmental.~~

~~(A) Establishment of Tree Board. There shall be created a board to be known and designated as "Tree Board" (hereinafter, "the Board") and to be composed of five citizens and one ex-officio member appointed by the Murfreesboro Electric Department General Manager. All members of the Board shall be citizens and residents of the City and shall be appointed by the Mayor with approval of the City Council. The initial terms shall be staggered with terms as follows: two for four years; one for three years; one for two years; and one for one year. Terms thereafter shall be for four years. All members of the Board shall serve without compensation. Vacancies occurring as the result of death, resignation, or otherwise shall be filled for the unexpired term in the same manner as the original appointments were made.~~

~~(B) Duties and responsibilities of Board. It shall be the responsibility of the Board to hear appeals and requests for variances.~~

~~(C) Operation of the Board. The Board shall choose its own officers, make its own rules and regulations subject to prior approval of the City Council, and keep a journal of its proceedings. A majority of the members shall constitute a quorum for the transaction of business.~~

~~Duties and responsibilities of the Urban Environmental Commission. It shall be the responsibility of the Commission to study, investigate, advise, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees in public areas. Such plan shall be presented to the City Council, and upon acceptance and approval shall constitute the official comprehensive City-wide tree plan for the City. When requested by the City Council, the Commission shall consider, investigate, report findings, and make a recommendation upon any special matter or question falling within the scope of its work.~~

~~(D) The Commission shall hold regular and special meetings for the purpose of discussing the subject of trees insofar as it relates to the City, and such meetings shall be open to the officers and personnel of the City and all others who may be interested in the tree program.~~

~~SECTION 32.4-5-4 - Urban Environmental official/City Arborist.~~

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

~~(A) Qualifications of Urban Environmental Official. The Urban Environmental Official (hereafter "UEO")~~City Arborist shall be a person skilled and trained in the science of arboriculture. The ~~UEO~~City Arborist shall hold a college degree in forestry, urban forestry, horticulture or other closely related field or graduated from an accredited program or institute with a degree or certification in arboriculture.

~~(B) Duties of the Urban Environmental official. The UEO~~City Arborist shall have the authority to promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning, and bracing of trees growing on public areas regulated herein and shall direct, regulate and control the planting, maintenance, and removal of all trees growing now or hereafter in any public areas regulated herein. The ~~UEO~~City Arborist shall cause the provisions of this chapter to be enforced. In the ~~UEO~~City Arborist's absence, these duties shall be the responsibility of a qualified alternate designated by the City Manager.

~~(B)(C) Authority of the Urban Environmental official.~~

- (1) Scope. The ~~UEO~~City Arborist shall have the authority and jurisdiction to regulate the planting, maintenance, and removal of trees on public areas regulated herein to ensure safety and to preserve the aesthetics of such public sites.
- (2) Supervision. The ~~UEO~~City Arborist shall have the authority and it shall be the ~~UEO~~City Arborist's duty to supervise or inspect all work performed under a permit issued in accordance with the terms of this chapter.
- (3) Condition of permit. The ~~UEO~~City Arborist and/or City Manager shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.

~~(4) Master Street Tree Plan. The UEO shall have the authority to formulate a Master Street Tree Plan with the advice and subject to public hearing before the Commission and approval of the Commission and City Council. The Master Street Tree Plan shall specify the species of trees to be planted on public areas. From and after the effective date of the Master Street Tree Plan, or any amendment thereof, all planting shall conform thereto.~~

~~(a) The UEO shall consider all existing and future utility and Environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.~~

~~(b) The UEO, with the approval of the Commission, shall have the authority to amend the Master Street Tree Plan at any time circumstances make it advisable, subject to a public hearing before the Commission and approval of the City Council, except for minor amendments.~~

~~(5)(4) Landmark tree~~Landmark Tree designation. The ~~UEO~~City Arborist shall have as a duty the location, selection, and identification of any tree which qualifies as a ~~landmark tree~~Landmark Tree.

SECTION 32.5-5 – Tree Management Plan

~~(A) In addition to the duties set forth in Section 32.5-4, the City Arborist shall be responsible for developing the City's Tree Management Plan, presenting the plan to City Council for approval, and, upon approval, administering the plan.~~

~~(B) All new plantings in public areas within the City shall conform with the Tree Management Plan approved by City Council. The Tree Management Plan shall provide standards and guidelines, consistent with the Arboricultural Specifications and Standards of Practice, related to ~~it shall be the responsibility of the Commission to~~~~

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

~~study, investigate, advise, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees in public areas. In developing the Tree Management Plan, the City Arborist shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.~~

~~(C) Such plan shall be presented to the City Council, and upon acceptance and approval shall constitute the official comprehensive City-wide tree plan for the City. When requested by the City Council, the Commission shall consider, investigate, report findings, and make a recommendation upon any special matter or question falling within the scope of its work. The City Arborist shall have the authority to amend the Tree Management Plan, subject to approval by City Council, whenever circumstances make such amendments advisable. In addition, the City Council may request the City Arborist to consider, investigate, report findings, and make recommendations upon any special matter or question within the scope of the City Arborist's duties and responsibilities.~~

SECTION 32.5-6 - Permit required.

(A) Scope of requirement.

- (1) Persons requiring permits. No person other than the ~~UEO~~City Arborist, designee, or a contractor employed by the ~~UEO~~City Arborist, may perform any of the following acts on a tree in a public area without first obtaining a permit: plant, maintain, treat, prune, remove, replant, replace or otherwise disturb any tree. This provision shall not be construed to prohibit owners of property adjacent to public areas from watering, without a permit, any tree, located on such public areas, subject to subsection (E)(2) herein. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as required law. Notwithstanding the foregoing, an owner or developer who receives site plan approval that includes a landscape plan shall not be required to obtain an additional permit for trees in the street or highway right-of-way at the approved site.
- (2) Application for permit.
 - (a) Application for a permit must be made not less than three working days prior to the time the work is to be done. An application may be made by telephone or by fax. The person to whom the permit is issued shall abide by the Arboricultural Specifications and Standards of Practice.
 - (b) Any person planning to excavate in order to perform work must comply with T.C.A. § 65-31-101 et seq. and this chapter. The applicant for an excavation permit shall give "notice of intent to excavate" to Tennessee One Call pursuant to T.C.A. § 65-31-101 et seq. at least three working days prior to the actual date of excavation but not more than ten full working days prior to such time.
 - (c) No permit is required for trees on private property in a utility right-of-way easement.
- (3) Standards of issuance. The permit shall be issued, provided that the proposed work is in compliance with this chapter and the proposed method and workmanship thereof are in conformity with the Arboricultural Specification and Standards of Practice, at no cost. Any permit granted shall contain a definite date of expiration and the work shall be completed in the time allowed on the permit and in the manner therein described. A violation of any of ~~its a permit~~ terms shall render a permit null and void. An applicant may appeal the denial of a permit to the Board of Zoning Appeals in accordance with Section 32.5-10.

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(4) Notice of completion. A notice of completion shall be provided within five days after the completion date for purposes of inspecting the work. The notice may be by telephone.

(B) Planting.

(1) Application data. The application required herein shall state the number of trees to be planted, the location, the species, cultivar or variety of each tree, the method of planting, and such other information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

~~(2)~~ Improper planting.

i) Whenever any tree or shrub shall be planted or set out so as to be in conflict with the provisions of this section, it shall be lawful for the City to remove, or cause to be removed, such offending trees, and the cost for the removal thereof shall be assessed to the owner, subject the owner's right to notice of the violation and the owner having a reasonable opportunity to remove—or arrange for the removal of—the offending tree. to the right to a due process hearing before the Tree Board.

ii) A statement of the cost incurred by the City shall be filed with the City Recorder or designee. A lien is hereby declared on such person's abutting property for all costs and expenses incurred by the City. The responsible party shall be liable for the total costs incurred by the City, together with an administrative handling expense of an additional 20%.

iii) All uncollected costs for the current year shall be certified by the City Recorder on or before December 31st of each year. When taxes are collected for the next succeeding year, the City Recorder shall collect any such certified amount as a special tax against the property owner's abutting real estate. The costs of removing such trees is hereby declared to be a special tax to be collected as general taxes levied by the City.

~~(2)~~(3) Drainage ditch. Nothing shall be planted in a City drainage ditch.

~~(3)~~(4) Distance from travel lane. No tree shall be planted within 12 ft. of the traveled portion of any major arterial or collector street with a speed limit greater than 40 miles per hour. Where existing tree distances outside curbs or edges of travel lanes have been established, replacement trees may be allowed to conform with those established set-back distances. Planting that involves exceptions to this criteria will be considered on an individual basis.

(C) Maintenance. The application required herein shall state the number and kinds of trees to be sprayed, fertilized, pruned, or otherwise preserved on public area; the type of treatment to be administered; the composition of the spray material to be applied; and such other maintenance information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(D) Tree topping. Topping a tree is defined as the severe cutting or heading back of limbs to stubs larger than two inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. As a normal practice it shall be unlawful for any person, firm, public utility, or City department to top any tree on public areas. At the discretion of the UEOCity Arborist trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter. Anyone desiring to prune a tree on public areas must obtain a permit.

(E) Removal, replanting, and replacement.

(1) (a) Whenever the City, utility, or government agency causing the removal determines it necessary to remove a tree or trees from a public area in connection

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with the construction or repair of a sidewalk or the paving or widening of a street or highway used in vehicular traffic, the City, utility, or government agency causing the removal shall replant such trees or replace them. In the event conditions prevent the replanting (i.e., loss or reduction of planting area, visibility, etc.) the requirement for replanting shall be satisfied by the planting of an equivalent number of approved trees in other similar location(s).

(b) Any City, utility or government agency shall give notice of intent (fax notice to ~~UEOCity Arborist~~ is acceptable) to remove a tree or trees from a public area a minimum of seven working days prior to removal to the ~~UEOCity Arborist~~ so the ~~UEOCity Arborist~~ may investigate and offer reasonable alternatives when any exist. Any designation of a tree as a ~~landmark-tree~~Landmark Tree must be made prior to the aforementioned seven-day notice.

(c) Any utility shall appoint a designated person to act as the liaison between it and the ~~UEOCity Arborist~~. The person designated shall be responsible for coordinating all proposed utility construction projects that involve trees, prior to the commencement of work.

(2) No person or property owner shall remove a tree from a public area for the purpose of construction, or for any other reason, without first applying for and procuring a permit; and any tree or trees removed shall be replaced in accordance with the Arboricultural Specifications Manual. Such replacement shall meet the standards set forth on the permit. The person or property owner shall bear the cost of removal (to include the stump), clean-up, and replacement of all trees removed. Notwithstanding the foregoing, a property owner may remove a tree the property owner planted, without first obtaining a permit for removal, provided the tree was not planted (i) as a replacement tree pursuant to this subsection (E) herein, or (ii) was not a tree planted as required by the landscaping provisions of Appendix A - Zoning.

(F) A municipal register shall be established and maintained for ~~landmark-tree~~Landmark Trees. The ~~Urban-Environmental-Department~~City Arborist shall periodically conduct a survey to locate trees eligible for ~~landmark-tree~~Landmark Tree designation. Enrollment shall be accomplished through identification and nomination of an individual tree or tree group by a municipal official, citizen, or property owner subject to review and approval by the Department. A tree on private property may not be designated a ~~landmark-tree~~Landmark Tree without the consent of the property owner(s). Owners of private property may nominate a tree or tree group located on their property for ~~landmark-tree~~Landmark Tree designation and registration in the municipal register; and in the event such trees are approved and enrolled, they shall be subject to the rules, regulations and requirements prescribed by this chapter.

SECTION 32.5-7 - Abuse or mutilation of trees.

(A) The provisions of this section apply to any tree in a public area and to any tree having landmark designation. Unless specifically authorized by the ~~Urban-Environmental-Department~~City Arborist, no person shall intentionally damage, cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivance to any tree; allow any gaseous liquid or solid or impervious (such as concrete or asphalt) substance which is harmful to such trees and/or their root systems to come into contact with them; or set fire or permit any fire to burn when such fire or the heat thereof may injure any portion of the tree; permit grade changes around trees; or permit storage of materials within driplines.

(B) Trees having landmark designation shall be protected on public and private property from damage or removal.

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- (C) Once a tree in a public area has been designated a ~~landmark-Landmark t~~Tree and enrolled in the municipal register of ~~landmark-Landmark t~~Trees, it may be removed only if, in the opinion of the ~~Department-City Arborist~~ the tree poses a danger of spreading disease or infection to surrounding healthy trees, it presents a hazard to structures, property, or persons, or it substantially or materially restricts the economic enjoyment of the property. An applicant denied permission to remove a ~~landmark-Landmark t~~Tree by the Department may make a written appeal of such decision to the ~~Tree-Board~~Board of Zoning Appeals in accordance with Section 32.5-10. Notwithstanding the foregoing, a ~~landmark-tree~~Landmark Tree damaged during a storm which poses an immediate threat to public safety or private property may be removed to the extent necessary to eliminate the threat to public safety or private property without consideration by the Department.

SECTION 32.5-8 - Public nuisances.

- (A) Definitions. The following are hereby declared public nuisances under this chapter:

- (1) A tree, shrub, or other plant, or portion thereof, whether located on public areas or private property, which by reason of location or condition constitutes ~~an imminent-a~~ danger to the health, safety, or welfare of the general public.
- (2) Any tree, shrub, or other plant, or portion thereof, whether located on public areas or private property, which obstructs the free passage of pedestrian (7 feet minimum clearance) or vehicular traffic (15.5 feet minimum clearance) or which obstructs a traffic signal or traffic sign.

- (B) Right to inspect. The officers, agents, servants and employees of the City have the authority to enter onto private property whereon there is located a tree, shrub, plant or other plant part that is reasonably suspected to be a public nuisance.

- (C) Abatement in public areas. Any public nuisance under this chapter which is located on public areas shall be pruned, removed, or otherwise treated in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery. The following are prescribed means of abating public nuisances under this chapter:

- (D) Abatement on private property. ~~Any public nuisance under this chapter which is located on public areas shall be pruned, removed, or otherwise treated in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery.~~

- (1) Any public nuisance under this chapter which is located on private property shall be pruned, removed, or otherwise treated by the property owner or agent in whatever fashion may be required to cause the abatement of the nuisance.

- ~~(1)~~ No property owner may be held to be in violation of this provision unless and until ~~the following requirements of notice have been satisfied:~~

- (2) the City ~~shall~~ has caused a written notice to be personally served or sent by ~~registered-certified mail (return receipt not required) to the owners of record for the property in question. Such notice shall:~~person to whom was sent the tax bill for the last preceding year. The UEO shall give notice of any violation:

- (a) ~~such notice shall~~ dDescribe the kind of tree, shrub, or other plant or plant part which has been declared to be a public nuisance, its location on the property, and the reason for declaring it a nuisance;

- (b) ~~such notice shall~~ Describe by legal description or by street the ~~premises~~property; and

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

~~(c) Such notice shall state the actions that the property owner may undertake to abate the nuisance; and~~

~~(d) State the time within which the nuisance must be abated.~~

(3) ~~The City shall afford a property owner at least 30 days from the date of the notice to abate the nuisance, unless the nuisance presents an imminent danger to the public, in which case the 30-day requirement may be waived or reduced. Such notice shall require the elimination of the nuisance no less than 30 days after the notice is delivered or sent to the person to whom was sent the tax bill for the last preceding year. However, the 30 days may be reduced when there is imminent danger to the public;~~

(4) ~~in If the event the nuisance is not abated by the date specified in the notice of violation, the City or City's contractor is authorized to cause the abatement of the nuisance and to enter onto private property to the extent reasonably necessary to abate such nuisance. In addition, the the owner or owners of the property on which the nuisance is located may be prosecuted by citation to City Court in the same manner as other violations of the City Code. Any person found guilty of failing to abate a nuisance under this chapter shall be punished as provided in City Code § 1-8. In addition to any penalty assessed pursuant to City Code § 1-8, the property owner(s) shall be liable to the City for the reasonable cost incurred by the City in connection with abating the nuisance. City is authorized to cause the abatement of said nuisance. This reasonable cost of such abatement shall be filed as a lien against the property on which the nuisance was located; and,~~

~~(5) the property owner shall be notified of the right to a due process hearing before the Tree Board. The running of the time limits shall be suspended from the time of the written request for a due process hearing until a decision is rendered by the Board.~~

SECTION 32.5-9 - Violation.

The violation of any provision of this chapter shall be punished as provided in Code § 1-8, in addition to any costs of corrective action incurred by the City as provided in this chapter.

SECTION 32.5-10 - Appeal to the ~~Tree Board~~Board of Zoning Appeals.

(A) Any person aggrieved by ~~any an action taken or decision pursuant to this chapter~~Sections 32.5-6 or 32.5-7 shall have the right to an appeal to the ~~Tree Board~~Board of Zoning Appeals provided written request is filed with the City Recorder within ten working days of the action upon which the appeal is based.

(B) The Board of Zoning Appeals shall have the authority to grant variances where the particular characteristics of the plant material and/or topography and/or construction of the intersection ~~or street~~ reasonably warrant a variance and the variance does not materially alter the intent of this chapter. The procedure for requesting a variance from the Board shall be identical to the procedure for variances by the Board of Zoning Appeals as set forth in Appendix A - Zoning, section 10, except for the time for requesting the appeal.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: FY21 City Schools Budget Amendment #9

Department: City Schools

Presented by: Kim Williams, Finance 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

Amendment to the FY21 City School's General Purpose and Schools Federal Projects funds

Staff Recommendation

Approve Resolution 21-R-23 amending the FY21 City Schools Budget (9th Amendment).

Background Information

On June 22, 2021, the MCS Board approved the following FY21 amendments:

- FY21 Early Literacy Training Grant for \$100,000 (Federal grant award)
- FY21 Operating Transfer for Indirect Costs
- FY21 Education Debt Service

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

These funds will be budgeted in the City Schools General Purpose and Schools Federal Projects funds with no change to fund balance.

Attachments

1. Resolution 21-R-23
2. MCS Budget Amendments

RESOLUTION 21-R-23 amending the 2020-2021 Murfreesboro City Schools Budget (9th Amendment).

WHEREAS, the City Council adopted Resolution 20-R-15 on June 4, 2020, to implement the 2020-2021 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2020-2021 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Fiscal Year 2020-21		BUDGET	AMENDED	AMENDMENT
Department	Account	AS PASSED OR PREV AMENDED	BUDGET	INCREASE (DECREASE)
Schools Federal Projects Fund				
<u>Revenues</u>	<u>Revenues</u>			
142 R 47309	Federal - Teacher Stipend Grant	\$ -	\$ 100,000.00	100,000.00
	Increase in Revenues			<u>\$ 100,000.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
142 E 71100 189	Regular Education - Other Salaries	\$ 25,000.00	\$ 125,000.00	100,000
	Increase in Expenditures	\$ -	\$ -	<u>\$ 100,000.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 4,761,644	\$ 4,761,644	-

To budget the FY21 Literacy Training Teacher Stipend Grant

Kim Rucians
Reviewed by Finance Director/Finance Manager

6-17-21
Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby Duke III</u> Director of Schools	<u>6/17/21</u> Date
Declined	<input type="checkbox"/>		

EXHIBIT A

 Education Debt Service

Fiscal Year 2020-2021	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Account			
<u>Revenues</u>			
Transfer In from City Debt Fund	-	3,244,831	3,244,831
Increase in Revenues	-	3,244,831	3,244,831
<u>Expenditures</u>			
Education Debt Service - Loan Principal	-	3,244,831	3,244,831
Increase in Expenditures	-	3,244,831	3,244,831
 CHANGE IN FUND BALANCE (CASH)	 \$ 4,761,644	 \$ 4,761,644	 -

To increase budget for the payoff of 2012 loan with 2020 refunding bond.

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: FY 2021-2022 City Schools Budget (1st Amendment)

Department: City Schools

Presented by: Kim Williams, Finance 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

FY 2021-2022 City School's Budget amendment # 1

Staff Recommendation

Approve Resolution 21-R-24 amending the FY22 City Schools Federal Projects fund

Background Information

On June 22, 2021, the MCS Board approved two FY22 federal grant budgets:

- Epidemiology & Laboratory Capacity (ELC) grant for \$2,394,597
- 21st Century Community Learning grant for \$476,808

The ELC grant funds nursing salaries and benefits, COVID testing supplies, and minor construction projects to provide on-site COVID testing and screening at 13 schools.

The 21st Century grant funds labor, benefits, supplies and professional development to provide after school tutoring services for up to 500 students.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

These funds will be budgeted in the City Schools Federal Projects fund with no change to fund balance.

Attachments

1. Resolution 21-R-24
2. MCS Budget Amendments

RESOLUTION 21-R-24 amending the 2021-2022 Murfreesboro City Schools Budget (1st Amendment).

WHEREAS, the City Council adopted Resolution 21-R-19 on May 20, 2021, to implement the 2021-2022 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2021-2022 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2021-2022 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

**Schools Federal Project Fund
Fiscal Year 2021-2022**

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Schools Federal Projects				
<u>Revenues</u>	<u>Revenues</u>			
142 R 47147	21st CCLC Grant - Title IV	\$ -	\$ 476,808	\$ 476,808
	Increase in Revenues	\$ -	\$ 476,808	\$ 476,808
<u>Expenditures</u>	<u>Expenditures</u>			
142 E 73300-105	Community Services - Director	\$ -	\$ 54,589	\$ 54,589
142 E 73300-116	Community Services - Teachers	\$ -	\$ 174,482	\$ 174,482
142 E 73300-162	Community Services - Clerical Data Entry	\$ -	\$ 21,630	\$ 21,630
142 E 73300-163	Community Services - Educational Assistants	\$ -	\$ 128,148	\$ 128,148
142 E 73300-189	Community Services - Other Salaries (bus drivers)	\$ -	\$ 38,860	\$ 38,860
142 E 73300-201	Community Services - Social Security	\$ -	\$ 25,898	\$ 25,898
142 E 73300-204	Community Services - State Retirement	\$ -	\$ 5,623	\$ 5,623
142 E 73300-206	Community Services - Life Insurance	\$ -	\$ 200	\$ 200
142 E 73300-207	Community Services - Medical Insurance	\$ -	\$ -	\$ -
142 E 73300-208	Community Services - Dental Insurance	\$ -	\$ 260	\$ 260
142 E 73300-212	Community Services - Medicare	\$ -	\$ 6,057	\$ 6,057
142 E 73300-299	Community Services - Fringe Benefits	\$ -	\$ 700	\$ 700
142 E 73300-355	Community Services - Travel	\$ -	\$ 500	\$ 500
142 E 73300-499	Community Services - Other Materials & Supplies	\$ -	\$ 11,500	\$ 11,500
142 E 73300-524	Community Services - Professional Development	\$ -	\$ 2,000	\$ 2,000
142 E 73300-599	Community Services - Other Charges	\$ -	\$ 6,361	\$ 6,361
	Increase in Expenditures	\$ -	\$ 476,808	\$ 476,808
	CHANGE IN FUND BALANCE (CASH)	\$ -	\$ -	\$ -

To budget the FY22 21st Century Community Learning Grant in the Schools Federal Projects Fund.

Kim Pucius
Reviewed by Finance Director/Finance Manager

6.17.21
Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby D. Pickett</i></u> Director of Schools	<u>6/17/21</u> Date
Declined	<input type="checkbox"/>		

EXHIBIT A

**Murfreesboro City Schools Budget Amendment
Fiscal Year 2021-2022**

GL Code	Department	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
School Federal Projects Fund				
142 R 47590	Other Federal through State	\$ -	2,394,596.88	2,394,596.88
	Increase in Revenues			<u>\$ 2,394,596.88</u>
<u>Expenditures</u>				
72120 E 131	Health Services - Nurses Salary	\$ -	644,050.00	644,050.00
72120 E 188	Health Services - Nurses Bonus		51,000.00	51,000.00
72120 E 201	Health Services - Employer Social Security	\$ -	48,000.00	48,000.00
72120 E 204	Health Services - State Retirement	\$ -	90,000.00	90,000.00
72120 E 206	Health Services - Life Insurance	\$ -	4,250.00	4,250.00
72120 E 207	Health Services - Medical Insurance	\$ -	78,000.00	78,000.00
72120 E 208	Health Services - Dental Insurance	\$ -	3,000.00	3,000.00
72120 E 210	Health Services - Unemployment	\$ -	5,000.00	5,000.00
72120 E 212	Health Services - Employer Medicare	\$ -	15,000.00	15,000.00
72120 E 299	Health Services - Fringe Benefits	\$ -	15,000.00	15,000.00
72120 E 307	Health Services - Communications	\$ -	600.00	600.00
72120 E 348	Health Services - Postage	\$ -	5,000.00	5,000.00
72120 E 399	Health Services - Other Contracted Services	\$ -	10,000.00	10,000.00
72120 E 413	Health Services - Nursing Drugs/Supplies	\$ -	612,500.00	612,500.00
72120 E 735	Health Services - Other Equipment	\$ -	75,000.00	75,000.00
	Sub-Total Health Services	\$ -	\$ 1,656,400.00	\$ 1,656,400.00
72130 E 123	Other Student Support - Guidance Personnel	\$ -	217,786.00	217,786.00
72130 E 189	Other Student Support - Other Salaries Wages	\$ -	81,273.00	81,273.00
72130 E 201	Other Student Support - Social Security	\$ -	18,542.00	18,542.00
72130 E 204	Other Student Support - State Retirement	\$ -	32,332.00	32,332.00
72130 E 207	Other Student Support - Medical Insurance	\$ -	40,729.00	40,729.00
72130 E 208	Other Student Support - Dental Insurance	\$ -	1,557.00	1,557.00
72130 E 212	Other Student Support - Employer Medicare	\$ -	4,378.00	4,378.00
72130 E 299	Other Student Support - Other Fringe Benefits	\$ -	2,310.00	2,310.00
72130 E 499	Other Student Support - Other Supplies/Materials	\$ -	64,289.88	64,289.88
	Sub-Total Other Student Support	\$ -	\$ 463,196.88	\$ 463,196.88
76100 E 707	Regular Capital Outlay	\$ -	275,000.00	275,000.00
	Sub-Total Regular Capital Outlay	\$ -	\$ 275,000.00	\$ 275,000.00
	Total Increase in Expenditures	\$ -	\$ 2,394,596.88	\$ 2,394,596.88

CHANGE IN FUND BALANCE (CASH)

Kim Anderson

6-17-21

Reviewed by Finance Director/Finance Manager

Date

Approved

Bobby Duke III
Director of Schools

6/17/21
Date

Declined

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Rezoning property along Ashers Fork Drive
[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 17.25 acres located along the north side of Ashers Fork Drive.

Staff Recommendation

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

Background Information

O'Brien Loyd, LLC presented a zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF (Commercial Fringe District) to RS-6 (Single-Family Residential District 6). During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable development of single-family detached homes, consistent with the expressed desire of Council to see additional inventory of single-family detached homes.

Attachments:

1. Ordinance 21-OZ-15
2. Maps of the area
3. Planning Commission staff comments from 05/05/2021 meeting
4. Planning Commission minutes from 05/05/2021 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 5, 2021
PROJECT PLANNER: MARINA RUSH**

- 3.a. Zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF to RS-6, O'Brien Loyd, LLC applicant.**

The subject property consists of 17.25 acres identified as Tax Map 114 and a portion of Parcel 14.00. The subject property is along the north side of Ashers Fork Drive and east of Cason Lane. The property is contiguous to the north of the Waites Creek Crossing subdivision. The applicant requests to rezone this property from Commercial Fringe (CF) to Single Family Residential 6,000 square foot minimum lot size (RS-6).

The property is currently vacant. In the northern portion of the property, Spence Creek traverses the parcel east to southwest. The applicant stated in his application that he wishes to develop the property with 43 single family lots, at a density of 2.49 dwelling units per acre.

Adjacent Zoning and Land Uses

The adjacent zoning to the west is Planned Commercial District (PCD) and is developed with Creekside at Three Rivers Assisted Living nursing home. To the south is zoned RS-A1 and has an approved plat for the Waites Creek Crossing single-family subdivision. To the east is unincorporated land in Rutherford County zoned RM and developed with single family residences, and to the north is Spence Creek the remainder of this Tax Parcel and will remain zoned CF.

Future Land Use Map

The future land use map of the Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates that Neighborhood Commercial is the most appropriate land use for the project area. Neighborhood Commercial supports automobile oriented but designed as neighborhood scale commercial to cater to adjacent residential neighborhoods. Typically, a smaller footprint and uses such as convenience stores, professional services and small retail uses.

The proposed RS-6 zoning district is not consistent with the Future Land Use Map designation of Neighborhood Commercial because it is a residential use. Staff feels this is an appropriate change to the FLUM due to the bisection of the property from Spence Creek. The Planning Commission should discuss if this rezoning is an appropriate deviation from the FLUM. For reference, an excerpt from the future land use map can be found on the following page.



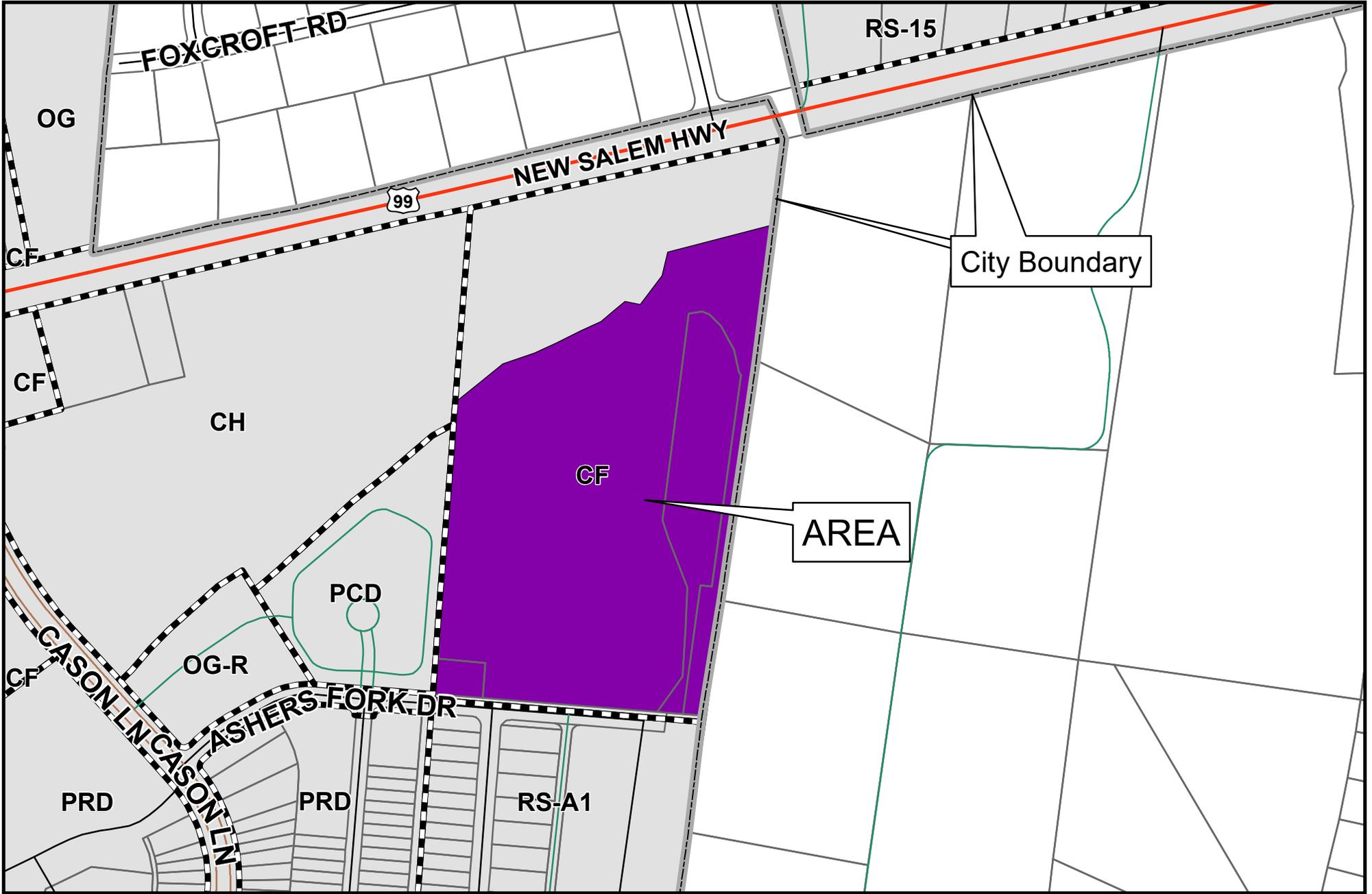
Recommendation:

Staff supports the rezoning request from CF to RS-6, including the deviation from the future land use map, for the following reasons:

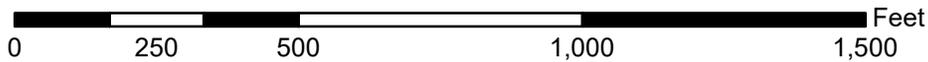
- 1) Proposed RS-6 zone will be developed with single family detached residential land use will be compatible with the surrounding residential land uses.
- 2) The northern portion of the subject property fronting along New Salem Highway will remain commercially zoned (CF).
- 3) Spence Creek divides the property from east to west resulting in challenges for developing commercial along the southern half due to crossing the creek.

Action needed

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should discuss the matter after which it will need to discuss this matter and then formulate a recommendation for the City Council.



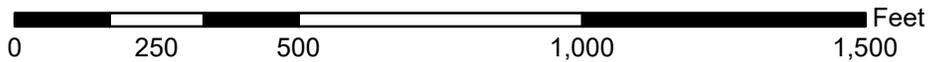
Rezoning Request for Property Along Ashers Fork Drive
CF to RS-6



Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning Request for Property Along Ashers Fork Drive
CF to RS-6



Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: O'BRIEN LLOYD, LLC

Address: 1980 OLD FORT PARKWAY City/State/Zip: MURFREESBORO, TN 37129

Phone: 615.394.6901 E-mail address: Chip.Loyd@yahoo.com

PROPERTY OWNER: CAROLINE WHITE

Street Address or property description: 2329 NEW SALEM HWY

and/or Tax map #: 114 Group: _____ Parcel (s): PART OF PARCEL 14

Existing zoning classification: CF

Proposed zoning classification: PS-CO Acreage: 17.25 AC.

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree (Huddleston - Steele Engineering)

E-mail: rountree.associates@yahoo.com

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

DATE: 3/14/21

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

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

Amount paid: _____ Receipt #: _____

3.17.2021

Mr. Greg McKnight
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request
Described as a portion of Tax Map 114, Parcels 14 in Murfreesboro, Tennessee

Dear Mr. McKnight:

On behalf of our client, O'Brien Lloyd, LLC., we hereby request to rezone a portion of tax map 114, Parcel 14 consisting of 17.25 acres, currently zoned CF to the new zoning of RS-6. The developer plans to construct 43 single family lots. Thank you for your assistance with this request.

Sincerely,



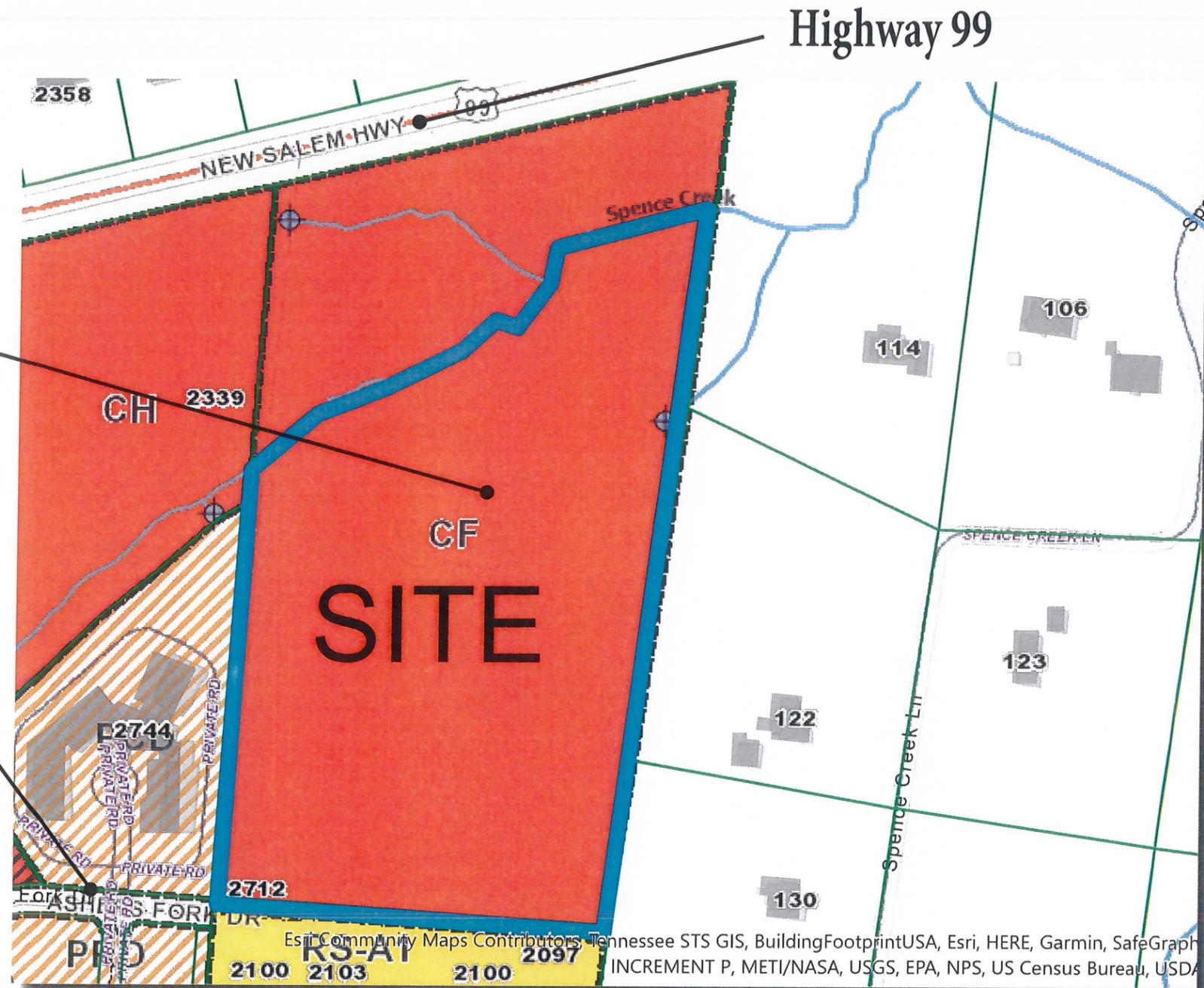
Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

Waite Property Rezoning Exhibit

17.25+/- Ac.
Property to
be rezoned to RS-6

Ashers Fork Drive



**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 5, 2021**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Asst. Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Michele Emerson, Assistant City Engineer
Katie Noel, Project Engineer
Sam Huddleston, Dev't Services Executive Dir.
Mike Browning, Public Information Director

1. Call to order:

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

2. Determination of a quorum:

Chair Kathy Jones determined that a quorum was present.

3. Public Hearings:

Zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF to RS-6, O'Brien Loyd, LLC applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy of

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

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

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

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 5, 2021**

Aye: Chair Kathy Jones
Vice-Chairman Ken Halliburton
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

Nay:
None.

Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 (Clari Park PUD), Hines Acquisitions, LLC applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Shawn Wright wanted to know the square-footage of the first-floor commercial space. Ms. Green answered the original proposal had a maximum of 10,000 square-feet. Now, the new proposal for the first-floor commercial area states that Area 5 would have a minimum of 4,000 square-feet, and Area 7 would have a minimum of 2,500 square-feet.

Vice-Chairman Ken Halliburton wanted to confirm the total number of apartments with this new proposal. Ms. Green answered 488 apartment units.

Mr. Matt Taylor of SEC, representing the application, gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Shawn Wright had questions regarding the single-family attached units not being sold to a rental corporation. Mr. Taylor answered they would not sell the development to a rental company; however, an individual purchasing a unit and deciding to rent it to someone would not be prohibited.

ORDINANCE 21-OZ-15 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 17.25 acres located along the north side of Ashers Fork Drive from Commercial Fringe (CF) District Single-Family Residential Six (RS-6) District; O'Brien Loyd, LLC, applicant(s) [2021-407].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

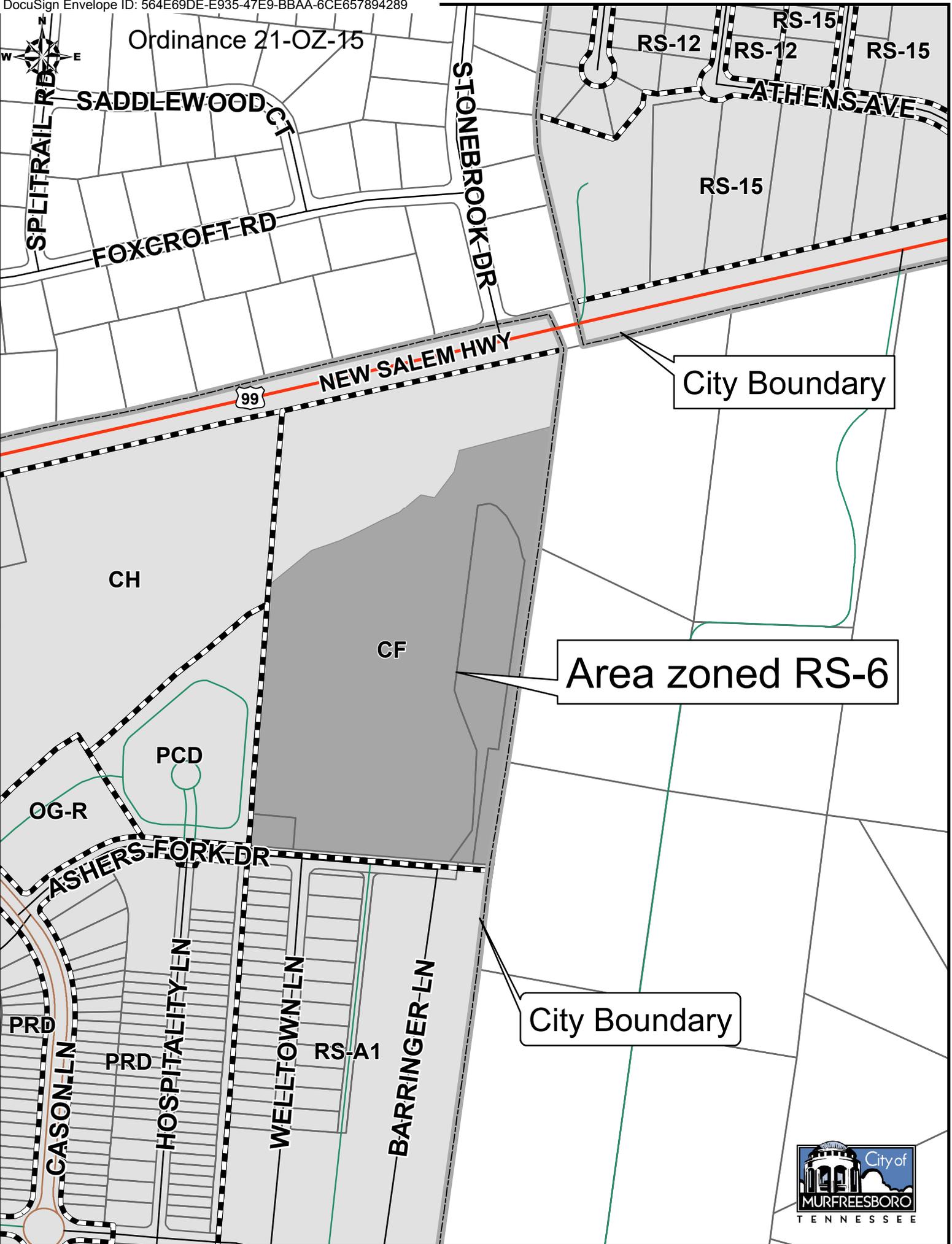
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E5159401
Adam F. Tucker
City Attorney

SEAL

Ordinance 21-OZ-15



City Boundary

Area zoned RS-6

City Boundary



COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Rezoning property along Medical Center Parkway
[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 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail.

Staff Recommendation

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

Background Information

Hines Acquisitions, LLC presented a zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway and Wilkinson Pike to be rezoned from MU (Mixed Use District), GDO-1, and GDO-2 (Gateway Design Overlay District) to CH (Highway Commercial District), PUD (Planned Unit District), GDO-1, and GDO-2. During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on this matter and then voted to approve it subject to several modifications to the plan book. The applicant provided revised information to the Planning Commission at its May 19, 2021 meeting to demonstrate consistency with the Planning Commission's conditions of approval, and the Planning Commission determined that the revisions were in keeping with the Planning Commission's conditions.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of several proposed commercial outparcels, generating sales tax revenues for the City.

Establish Strong City Brand

The development that this rezoning will enable will continue to strengthen the identity of the City's Gateway area as a destination for living, working, and playing.

Attachments:

1. Ordinance 21-OZ-16

2. Maps of the area
3. Planning Commission staff comments from 05/05/2021 and 05/19/2021 meetings
4. Planning Commission minutes from 05/05/2021 meeting
5. Draft Planning Commission minutes from 5/19/2021 meeting
6. Clari Park PUD pattern book
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 19, 2021**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 3.b. Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 (Clari Park), Hines Acquisitions LLC applicant.**

Background

During the public hearing on May 5, 2021, the Planning Commission recommended approval of the Clari Park zoning map amendment upon two conditions.

1. the ownership type of Area 7 change from apartment rentals to a form of ownership (townhomes or stacked flats); and
2. the density is reduced by 88 units.

The Clari Park PUD proposes to utilize approximately 38% of the land for commercial purposes, approximately 40% as townhomes and single-family detached and approximately 15% as apartments with a minimum 6,500 square feet first floor commercial space.

**REVISED BASED UPON PLANNING COMMISSION CONDITIONS OF APPROVAL-
Clari Park Planned Unit District- 47.3 acres and CH- 29.3 acres**

The Clari Park PUD is a 77.8 acre development, consisting of single-family attached (townhomes), single-family detached, multi-family apartments and commercial outparcels. The project is divided into 7 distinct areas. In total, the plan proposes a 620 residential units which is broken down to a maximum of 300 multi-family dwelling units, 282 townhomes, and 38 single-family detached lots. If the property were to remain zoned MU, then approximately 488 total dwelling units would be permitted (25 du/acre on 25% of 77.8 acres). Approval of this zoning plan would also necessitate an amendment to the approved Master Plan for these properties.

Since the May 5, 2021 Planning Commission public hearing, the applicant has worked toward developing a plan that complies with the conditions of approval. As proposed, the applicant wishes to increase the number of dwelling units in the Area 5 apartments by 20 additional dwelling units (from 280 to 300). Area 7 is proposed to decrease from 208 dwelling units to 100 dwelling units and those units changed from multi-family apartments to single-family, attached townhomes. Staff has not had the opportunity to review changes to the proposed concept plans for Areas 5 and Area 7. If the Planning Commission determines the plan amendments address the conditions of approval, then staff will move forward with ensuring the design team show feasible plans.

	2020 Clari Park	2021 Clari Park	2021 REVISED	Difference
Apartment units	600	488	300	300
Townhome units	290	182	282	8
Single-Family units	0	38	38	-38
Total d.u.	890	708	620	270

TABLE 1- DIFFERENCES BETWEEN NUMBER OF DWELLING UNITS

		Acres	Dwelling Units	Density DU/acre	Phase
Area 1	CH	5.5	0	N/A	PHASE 1
Area 2	Townhomes & Single-family detached (PUD)	17	155	9.1	
Area 3	CH	15.8	0	N/A	
Area 4	CH	8	0	N/A	PHASE 2
Area 5	Multi-family apartments & commercial (PUD)	11.4	300	26.3	
Area 6	Townhomes & Single-family detached (PUD)	6.4	65	10.2	PHASE 3
Area 7	Townhomes OR Office (PUD)	8	100	12.5	

TABLE 2- REVISED 2021 CLARI PARK DATA (MAY 19, 2021)

		Acres	Dwelling Units	Density DU/acre	Phase
Area 1	CH	5.5	0	N/A	PHASE 1
Area 2	Townhomes & Single-family detached (PUD)	17	155	9.1	
Area 3	CH	15.8	0	N/A	
Area 4	CH	8	0	N/A	PHASE 2
Area 5	Multi-family apartments & commercial (PUD)	10.9	280	25.7	
Area 6	Townhomes & Single-family detached (PUD)	6.4	65	10.2	PHASE 3
Area 7	Multi-family apartments OR commercial (PUD)	8.5	208	24.5	

TABLE 3- 2021 CLARI PARK DATA (MAY 5, 2021)

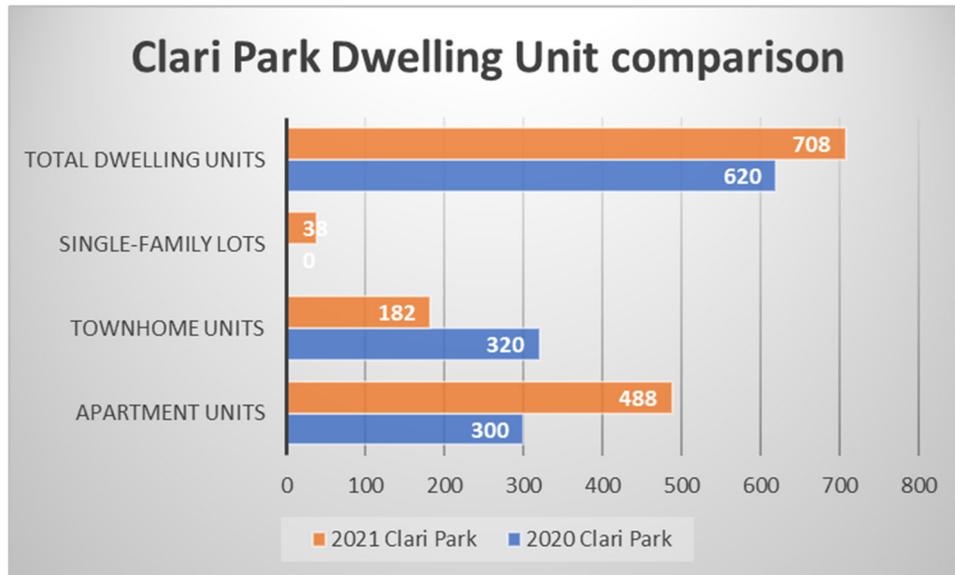
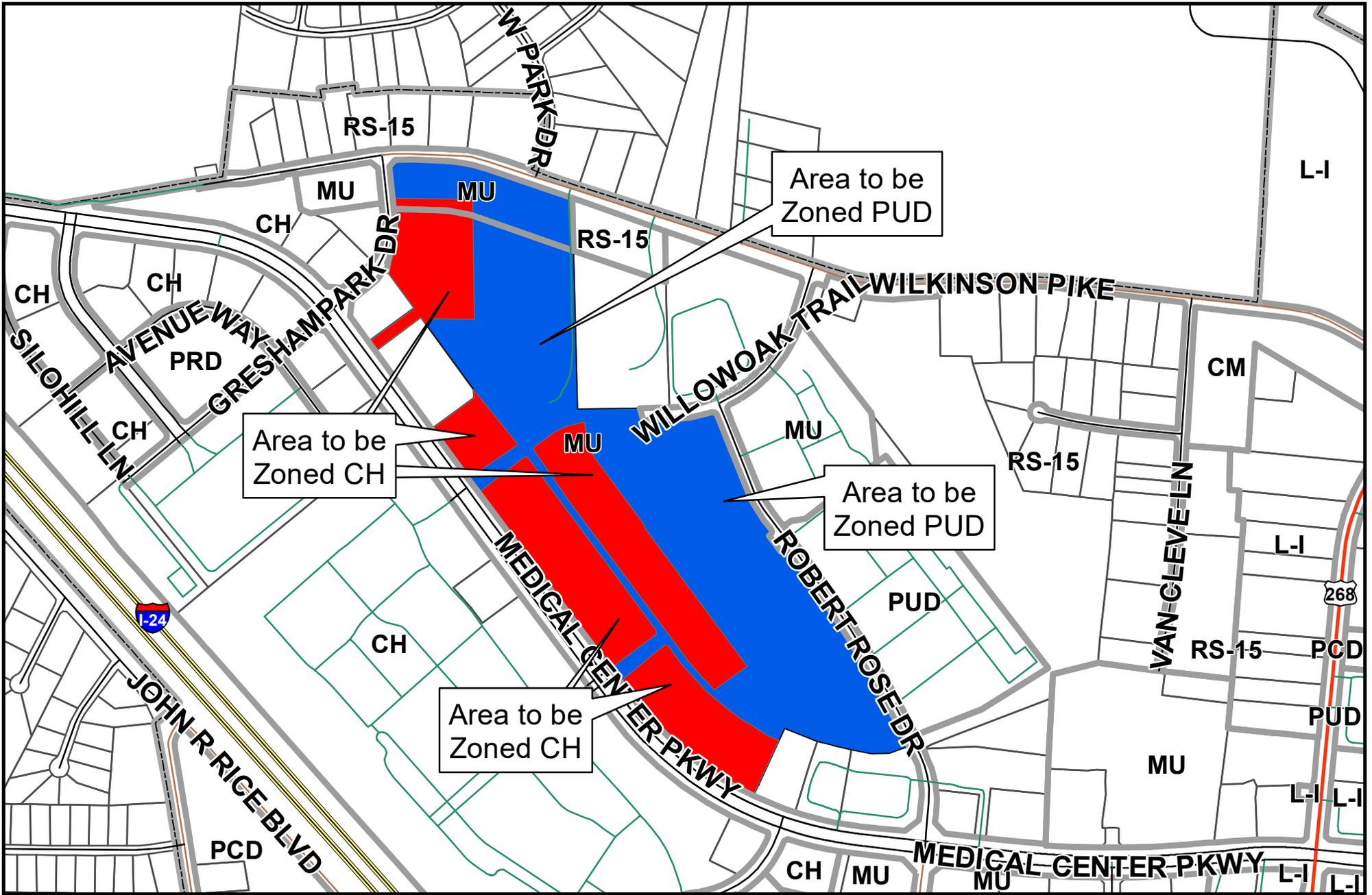
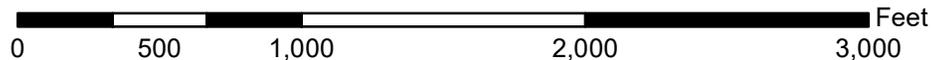


CHART 1- COMPARISON OF CHANGES IN DWELLING UNIT COUNT

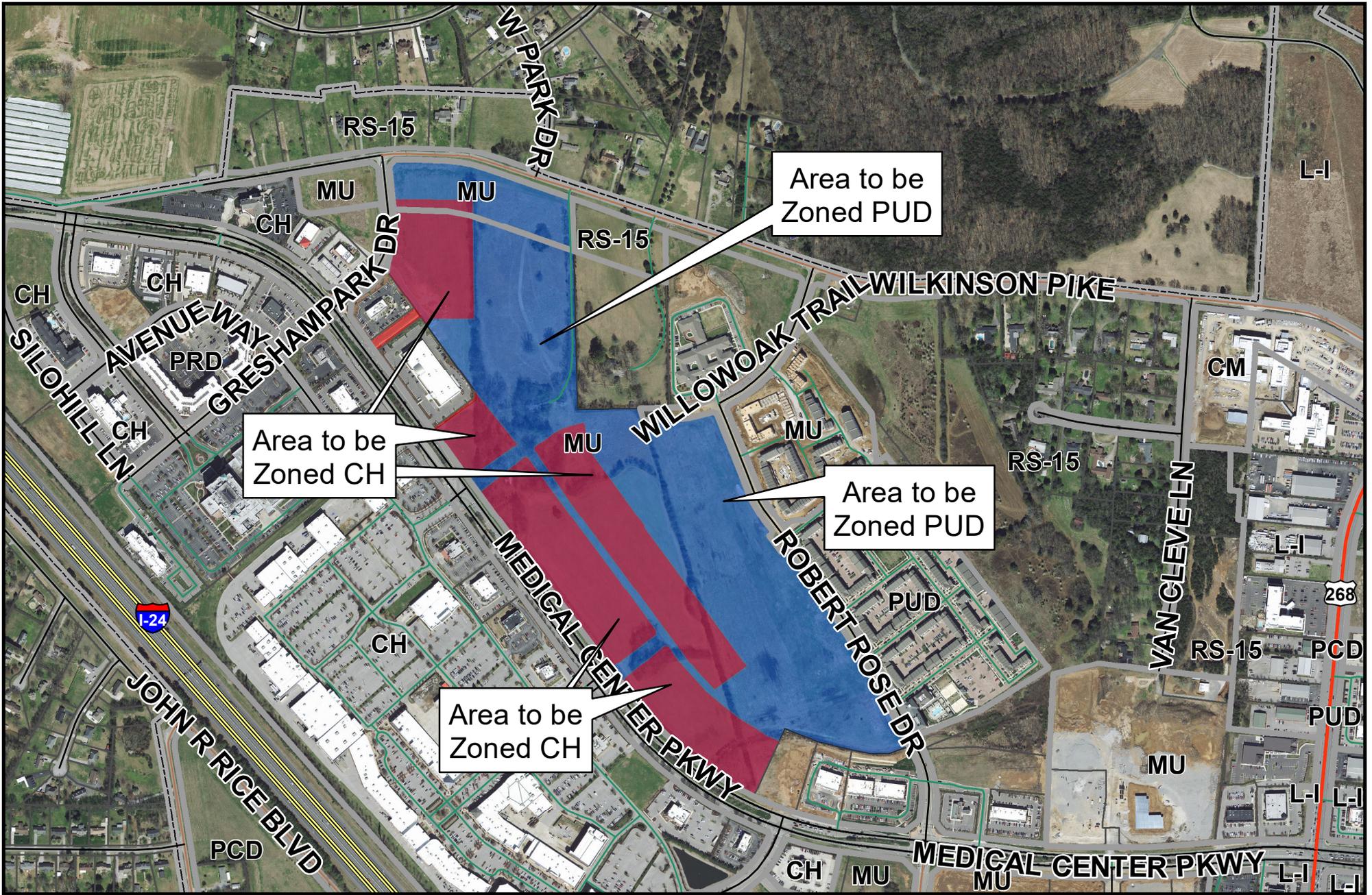
During the Public Hearing, Planning Staff requested the applicant bring any changes back to Planning Commission prior to being considered by the City Council. It is the recommendation of Staff that the Planning Commission review the proposed changes. If the changes are acceptable to Planning Commission, then Staff and the applicant will move forward with updating the PUD program book for the consideration of the City Council. If the proposed changes do not meet the conditions of approval by the Planning Commission, then the applicant will work toward the necessary amendments.



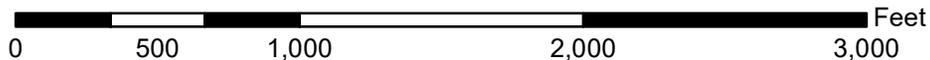
Rezoning Request for Property Along Medical Center Parkway,
 Robert Rose Drive and Wilkinson Pike
 MU to CH and MU to PUD (Clari Park PUD)
 (The existing GDO-1 and GDO-2 boundaries are not affected by this zoning request)



Planning Department
 City of Murfreesboro
 11 W Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning Request for Property Along Medical Center Parkway,
 Robert Rose Drive and Wilkinson Pike
 MU to CH and MU to PUD (Clari Park PUD)
 (The existing GDO-1 and GDO-2 boundaries are not affected by this zoning request)



Planning Department
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 11 W Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Hines Acquisitions, LLC

Address: 11512 Lake Mead Avenue, Suite 603 **City/State/Zip:** Jacksonville, FL, 32256

Phone: 904-599-9004 **E-mail address:** Walter.O'Shea@hines.com

PROPERTY OWNER: The Bill Gatton Foundation, c/o Hines Acquisitions, LLC

Street Address or property description: Medical Center Parkway & Willow Oak Trail

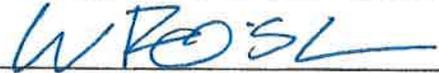
and/or Tax map #: 79 **Group:** _____ **Parcel (s):** 94.00

Existing zoning classification: MU

Proposed zoning classification: PUD & CH **Acreage:** 78.0

Contact name & phone number for publication and notifications to the public (if different from the applicant): Kevin Guenther, PLA, (615) 546-6050

E-mail: kguenther@ragansmith.com

APPLICANT'S SIGNATURE (required): 

DATE: Feb 9, 2021

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

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

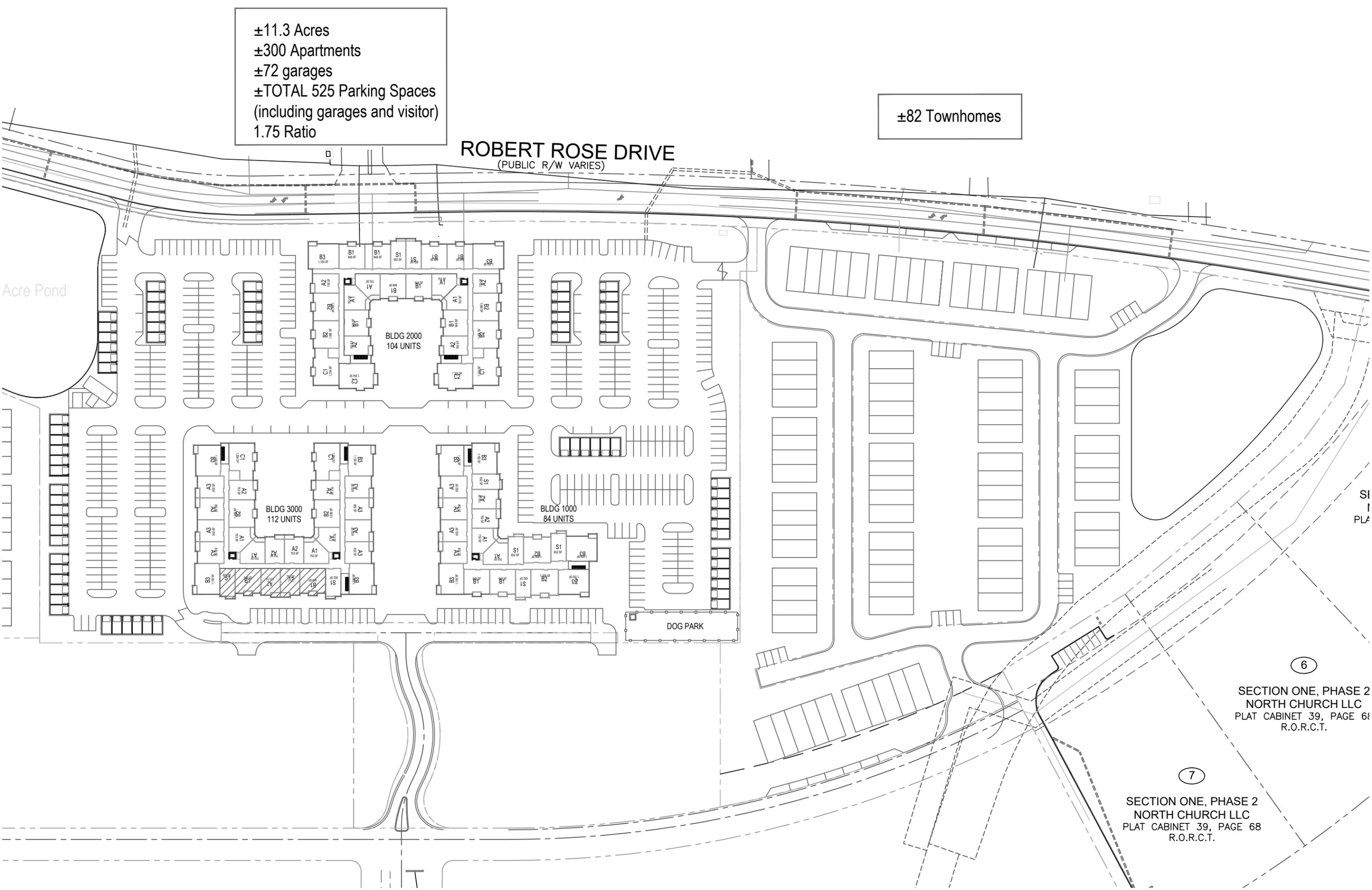
Amount paid: _____ **Receipt #:** _____

±11.3 Acres
±300 Apartments
±72 garages
±TOTAL 525 Parking Spaces
(including garages and visitor)
1.75 Ratio

±82 Townhomes

ROBERT ROSE DRIVE
(PUBLIC R/W VARIES)

Acre Pond



6

SECTION ONE, PHASE 2
NORTH CHURCH LLC
PLAT CABINET 39, PAGE 68
R.O.R.C.T.

7

SECTION ONE, PHASE 2
NORTH CHURCH LLC
PLAT CABINET 39, PAGE 68
R.O.R.C.T.

±11.3 Acres
±300 Apartments
±72 garages
±TOTAL 525 Parking Spaces
(including garages and visitor)
1.75 Ratio

ROBERT ROSE DRIVE
(PUBLIC R/W VARIES)

Acre Pond



DOG PARK

6

SECTION ONE, PHASE 2
NORTH CHURCH LLC
PLAT CABINET 39, PAGE 68
R.O.R.C.T.

7

SECTION ONE, PHASE 2
NORTH CHURCH LLC
PLAT CABINET 39, PAGE 68
R.O.R.C.T.

June 9th, 2021

Sent via email

Margaret Ann Green
 Planning & Zoning Department
 City of Murfreesboro
 111 W. Vine Street
 Murfreesboro, TN 37130

**RE: Clari Park Planned Development Application
 Pattern Book Changes for City Council Hearing**

Margaret Ann,

Here is a summary of the major changes to the Clari Park Pattern Book as compared to the Planning Commission review application. The major changes to the book are as follow:

- The Master Plans and Proposed Land Use Maps for options A and B as reviewed by staff and Planning Commission have been added to the pattern book. This includes the changes to area 7 allowing for office or single-family attached land uses and excluding multi-family.
- Acreages, land use and density have been updated on the overall site data table relative to new layouts for areas 5 and 7.
- Land Use Tables and Land Use Parameters (pages 14,15 and 16) have been updated to reflect the changes in area 7 that exclude multi family and include office and single-family attached uses.
- The new layouts for areas 5 and 7 have been incorporated into all relevant maps and diagrams.
- The Roadway Section for Clari Lane is noted to allow both perpendicular and parallel spaces within the 30' linear park.
- Wilkinson Pike turn lanes at the Willow Oak Trail, West Park Drive and entrance to Area 2 have been identified on the Phasing of The General Master Plan and Public Improvement parts of the pattern book (pages 22,23 and 24) with specific language as requested by the city staff.
- The Pattern Book format has been revised to include all commercial highway (CH) descriptions, examples and photographs in section E for areas 1,3 and 4. Any differences in permitted land use for these areas are still defined in the land use tables on pages 14 and 15.
- The Pattern Book format has been revised to include all single-family attached and detached descriptions, layouts, architecture, amenities, parking arrangements and wrap around porch locations in section F for areas 2, 6 and 7. Section F also includes office layout and photographic examples for area 7.
- Single Family Attached Building Construction and Design Guidelines (page 45) have been revised to specify: "Single-Family attached buildings that have 3 units shall have no more than 1 single-car garage per building and single-family attached buildings that have 4 and 5 units shall have no more than 2 single-car garages per building." This replaces the previous specification of a 38% maximum of single car garages for these areas.

We look forward to requesting approval of this project at the June 24th City Council public hearing. Please let me know if you need any additional information or clarification.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.



Kevin Guenther, RLA, LEED AP
 Vice President

WILKINSON PIKE
(PUBLIC R/W VARIES)

GRESHAM PARK DRIVE
(PUBLIC R/W VARIES)

MAP 83 PARCEL 7301
80' LANE W/ALL
RECORD BOOK 1200 PAGE 1214
K.A.D.E.C.T.

MAP 83 PARCEL 7301
80' LANE W/ALL
RECORD BOOK 1200 PAGE 1214
K.A.D.E.C.T.

WILLOWOAK TRAIL
(R/W VARIES)

SECTION 4
NORTH CHURCH LLC
PROPERTY PROJECT
PLAN SHEET 90 PAGE 91

SECTION 4
NORTH CHURCH LLC
PROPERTY PROJECT
PLAN SHEET 90 PAGE 90

ROBERT ROSE DRIVE
(R/W VARIES)

CLARI PARK

MURFREESBORO

A Planned Unit Development / Master Plan

Planning Commission Application February 11, 2021
Revised: April 9, 2021
Revised: April 28, 2021
Approved at the May 19th, 2021 Planning Commission
Resubmitted June 9, 2021 for June 24, 2021 City Council Public Hearing

APPLICANT

Hines
Walter O'Shea & Kevin Jund
11512 Lake Mead Avenue, Suite 603
Jacksonville FL, 32256
(904) 599-9004
walter.oshea@hines.com

LANDSCAPE ARCHITECT / PLANNING

Ragan Smith
Planning / Landscape Architecture/ Engineering
Kevin Guenther
100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050
KGuenther@ragansmith.com

ENGINEERING

SEC
Matt Taylor
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615) 890-7901
mtaylor@sec-civil.com

a	PROJECT INTRODUCTION <ul style="list-style-type: none">▪ Introduction▪ Historical Cultural Context	1-2	e	COMMERCIAL HIGHWAY (AREAS 1, 3, & 4) <ul style="list-style-type: none">▪ General Description (Areas 1 & 4)▪ Photographic Examples (Areas 1 & 4)▪ General Description (Area 3)▪ Photographic Examples (Areas 3 & 4)	31-34
b	SITE INVENTORY/ANALYSIS <ul style="list-style-type: none">▪ Location Map▪ Surrounding Land Use & Zoning▪ Existing Site Conditions▪ Existing Utilities Map▪ Overlays & Flood Zones▪ Future Long Range Plan	4-9	f	SINGLE FAMILY ATTACHED & SINGLE FAMILY DETACHED (AREAS 2, 6, & 7) <ul style="list-style-type: none">▪ General Description▪ Single Family Attached & Single Family Detached - Conceptual Layout▪ Greenspace Enlargement (Area 2 - Residential Garden District)▪ Single Family Detached Amenity and Berm Enlargement▪ Greenspace Enlargement (Area 6 Village District)▪ Single Family Attached Enlargement (Area 7)▪ Single Family Attached Private Street Network / Utilities▪ Parking Diagram Single Family Attached - Area 2▪ Parking Diagram Single Family Attached - Area 6▪ Parking Diagram Single Family Attached - Area 7▪ Architectural Guidelines - Townhomes & Single Family Homes (Areas 2, 6, & 7)▪ Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7)▪ Architectural Examples - Single Family Homes - Detached (Areas 2 & 6)▪ Single Family Attached Typical 5 Lot Building - Parking Layout▪ Single Family Attached Typical 4 Lot Building - Parking Layout▪ Typical Lot Diagrams▪ Office or Single Family Attached Residential - Area 7 Layout Options▪ Architectural Photographic Examples - Office Area 7	35-56
c	THE MASTER PLAN <ul style="list-style-type: none">▪ Master Plan - Option A▪ Master Plan - Option B▪ Proposed Land Use Map - Option A▪ Proposed Land Use Map - Option B▪ Land-Use Table▪ Land Use Parameters, Requested Exceptions▪ Community Management & Operations▪ Vehicular Transportation Network▪ Pedestrian Circulation Plan▪ Roadway Sections▪ Phasing - General Master Plan▪ Public Improvements▪ Public Improvements Phasing	10-24	g	MULTI-FAMILY RESIDENTIAL / OFFICE (AREA 5) <ul style="list-style-type: none">▪ General Description▪ Architectural Examples - Multi Family (Area 5)▪ Multi-Family Architectural Perspective (Area 5)▪ Multi-Family Ground Floor Office (Area 5)▪ Photographic Amenity Examples - Multi Family (Area 5)▪ Grand Lawn Images	57-63
d	GREEN SPACE & LINEAR PARKS <ul style="list-style-type: none">▪ Green Space Connections Master Plan▪ Clari Lane Linear Park▪ Connection of Open Space▪ The Grand Lawn / Honey Locust Lane / Clari Lane▪ The Commercial Lawn Concept	25-30			

Introduction

Project General Description

Hines, Ragan Smith, and SEC envision creating a community that offers its residents a memorable sense of place through emphasis on parks and greenspace and a true sense of belonging through social programs that weave a fabric of community. Clari Park will be the realization of this vision.

Clari Park is a key property within the Gateway District. It is approximately 78 acres in size and will complete the majority of undeveloped land remaining along Medical Center Parkway. The master plan has been thoughtfully developed to blend into and respect the context of land uses and transportation networks that surround it.

Creation of an overall Master Plan for this parcel allows for the consideration of a mixture of uses that relate strongly to each other as well as the surrounding land uses. Program elements with higher occupancy densities and greater traffic generation are proposed at the core of the project and in relationship to Medical Center Parkway. Lower density uses proposed along the northern periphery of the site respect the adjacent residential uses on Wilkinson Pike.

Circulation within the Master plan is heavily focused on the pedestrian with the development of green spaces, linear parks, and amenities that facilitate connectivity and promote a walkable lifestyle. Clari Park aims to serve the residents and visitors of Murfreesboro with a quality of life experience that provides opportunities to live, shop, work, and enjoy all that Murfreesboro and The Avenue has to offer in one convenient and walkable location. Given these attributes, the project will appeal to a wide range of homeowners, business owners, and office and apartment tenants which will include young urban professionals, young couples just starting a family, and mature couples with children that have reached independence.



Hines Development Firm Overview

Hines is a privately owned, global real estate investment, development and management firm with a presence in 205 cities in 24 countries and \$133.3 billion of assets under management. The most valuable assets within Hines are the 4,500+ professionals that strive daily to deliver exceptional service to the communities within which we reside, the tenants whom we serve, and the partners who trust Hines with their capital. Hines' project teams strive to set the standards for quality of execution and management in their respective markets and product types. Over and above financial returns, they improve cities and pioneer new sustainable practices. Combining insights from local teams, central resources that act as the depository of decades of experience, and a commitment to long-term value creation, Hines has mastered the art of building places for people and endeavors to leave a positive legacy on the built environment in every city in which it operates.

"Hines began as a one-man operation in 1957 with the sole focus of delivering better quality services and products to tenants and investors. More than half a century later, with more than 4,500 professionals working on five continents, our philosophy has not wavered and our commitment to excellence in the built environment is stronger than ever." – Gerald D. Hines

For the past 30 years, the Hines Southeast Region team has specialized in the creation of innovative and successful mixed-use communities and buildings including several in Middle Tennessee.

- **222 2nd Avenue** – Nashville, TN - Class A Office and Retail – 98% leased and sold in 2020 for record price (\$730 psf – 2.5x higher than Pinnacle Building sale at \$294 psf in 2013)
- **Cool Springs** – Franklin TN – 1,000-acre community integrating apartments, retail, office and hospitality uses that is the benchmark for suburban core development in the region
- **Deerfield** – Alpharetta, GA – 500-acre mixed-use community integrating apartments, retail and office uses is a walkable campus. Successfully attracted corporate office users to a pioneering location.
- **Palencia** – St. Augustine, FL – 2,500-acre master planned community that blended innovative land planning, a unique architectural theme and exceptional community management to create the premier mixed-use community in Northeast Florida.

158 years ago, not far from Clari Park, a historic battle was set to begin...

“Just before ‘tattoo’ the military bands on each side began their evening music. The still winter night carried their strains to great distance. At every pause on our side, far away could be heard the military bands of the other. Finally one of them struck up ‘Home Sweet Home.’ As if by common consent, all other airs ceased, and the bands of both armies as far as the ear could reach, joined in the refrain. Who knows how many hearts were bold next day by reason of that air?”

- Sam Seay, First Tennessee Infantry



The quote above describes an event which took place on the eve of the Civil War Battle of Stones River in late December 1862. It is a reminder that, despite political, economic, or philosophical differences, all people find common ground in the warmth of their memories of home.

Through thoughtful design, execution quality, and community programs, Clari Park aims to embody that notion of people coming together, in harmony.

The song played by both opposing armies, “Home Sweet Home”, on that night originated in the 1828 opera “Clari”. It is with a nod to the memory of this moving moment in time that Clari Park has been named.

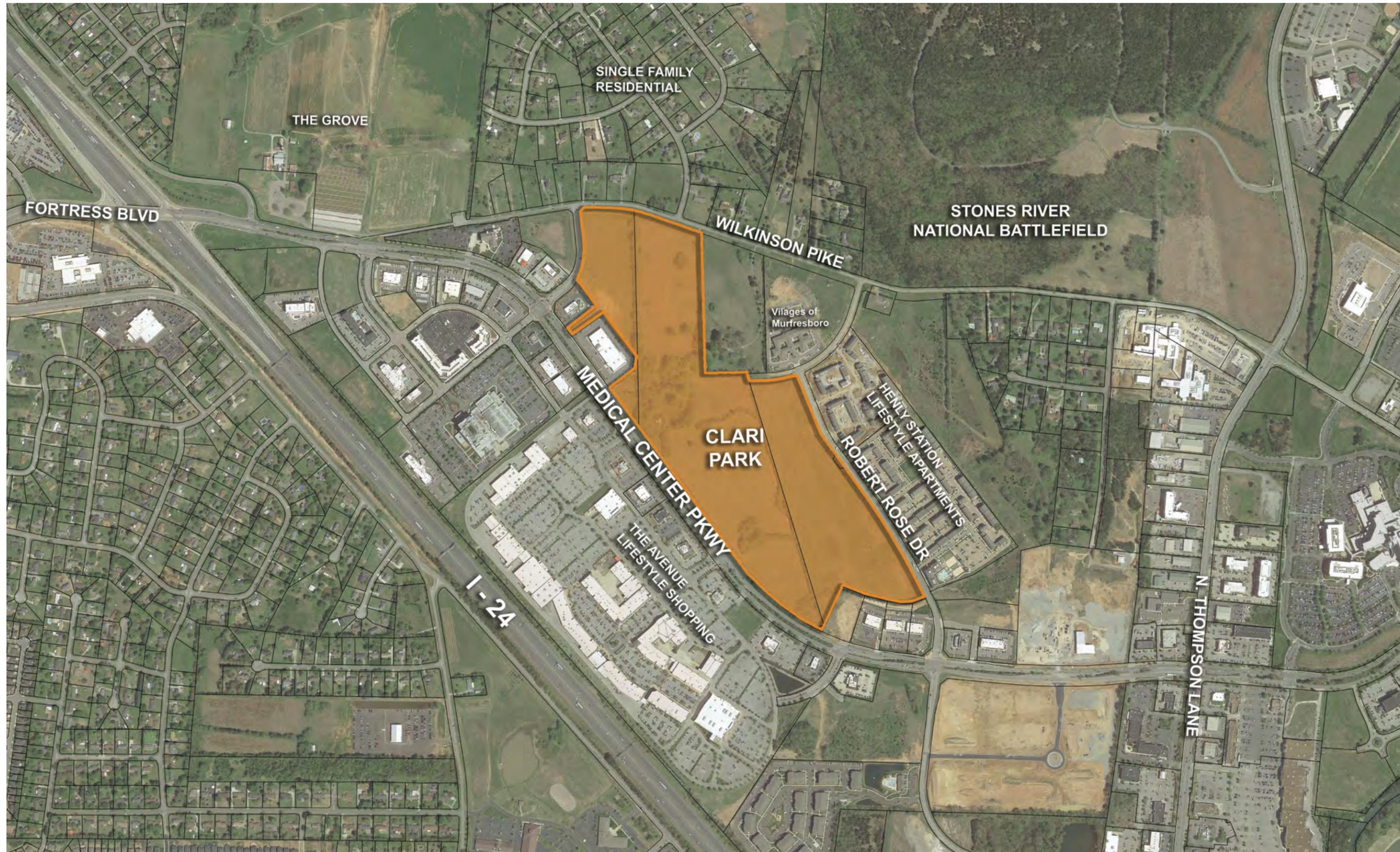
There is an opportunity in Clari Park to recognize the history of the site with historic markers placed strategically in open space and public intersections

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b Clari Park

Location Map

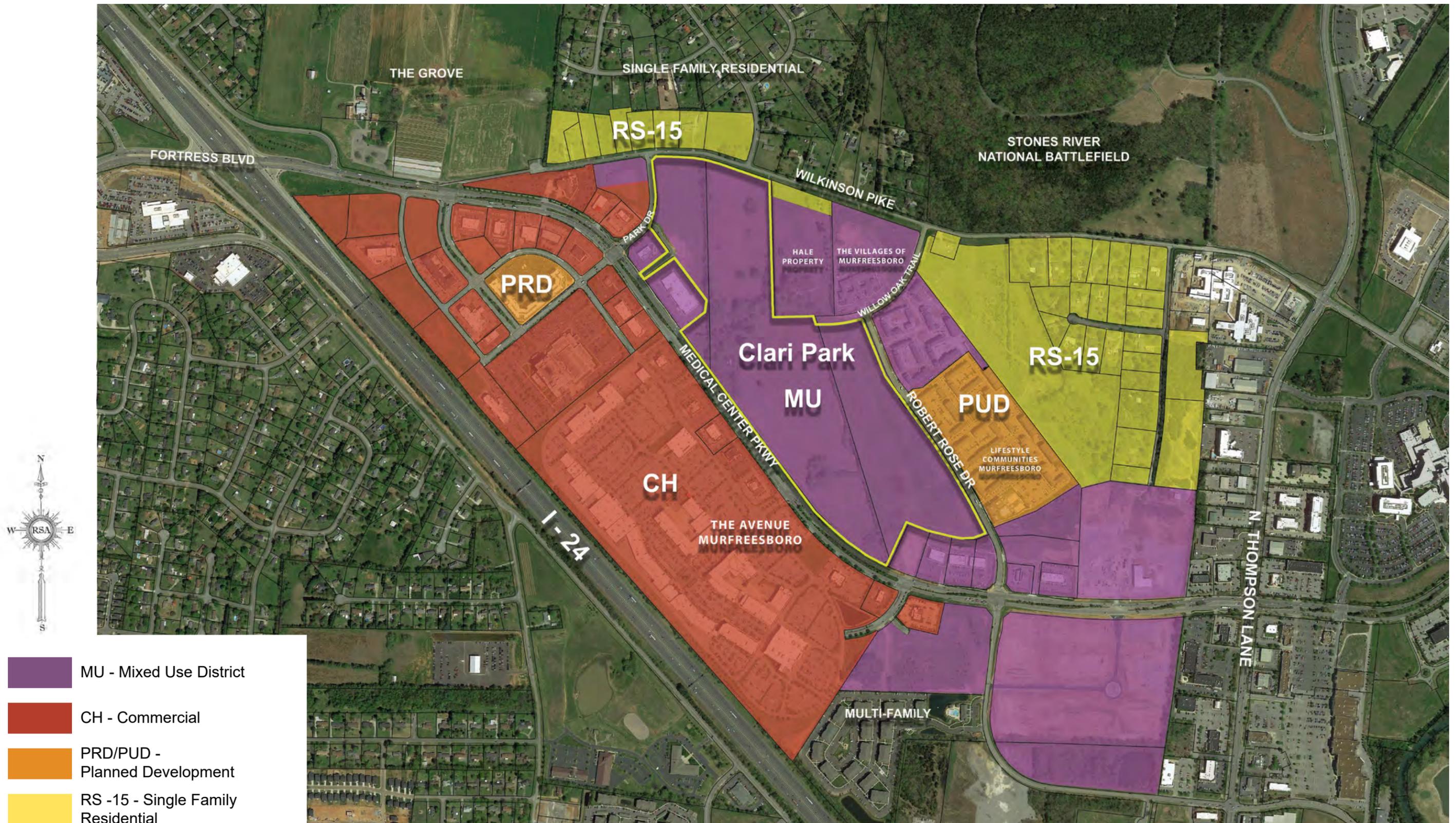
The site for Clari Park is located in the heart of the Murfreesboro Gateway in close proximity to the Medical Center Parkway / I-24 interchange. It is surrounded by an interesting and rich mixture of existing land use with the Avenue Lifestyle mall to the south-west, high density lifestyle apartments to the east (Henley Station) and the historic Stones River Battlefield and residential neighborhoods to the north-east.

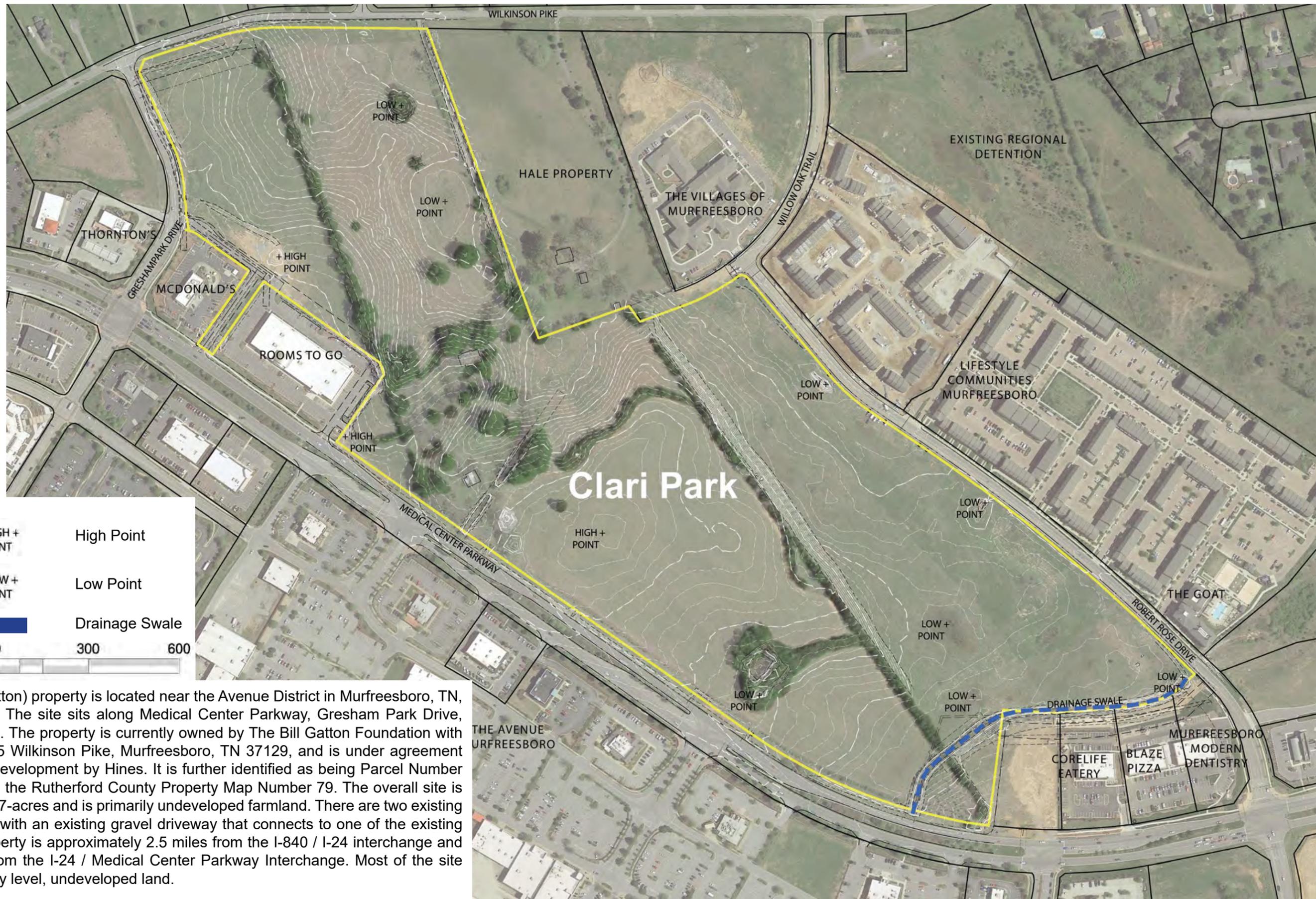


Surrounding Zoning & Land Use

Clari Park ^b

Existing zoning for the site is Mixed Use (MU) with surrounding zoning to the south, east, and west comprised of Mixed Use (MU), Commercial Highway (CH), and Planned Unit Development (PUD). RS-15 zoning is adjacent to the north side of the site.

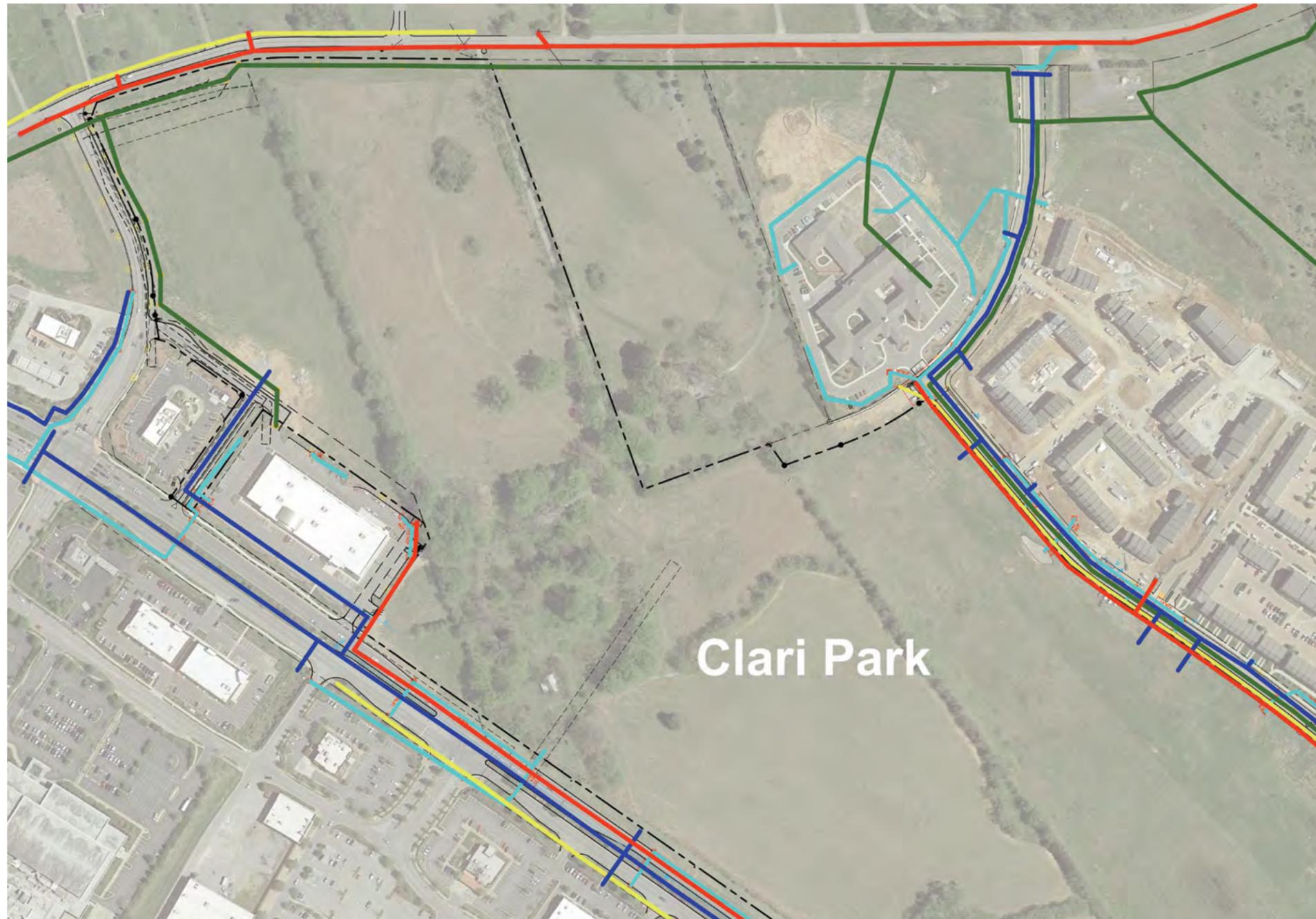




0 300 600

HIGH + POINT	High Point
LOW + POINT	Low Point
	Drainage Swale

The Clari Park (Gatton) property is located near the Avenue District in Murfreesboro, TN, Rutherford County. The site sits along Medical Center Parkway, Gresham Park Drive, and Wilkinson Pike. The property is currently owned by The Bill Gatton Foundation with an address of 2685 Wilkinson Pike, Murfreesboro, TN 37129, and is under agreement for purchase and development by Hines. It is further identified as being Parcel Number 94.00 as shown on the Rutherford County Property Map Number 79. The overall site is approximately 77.77-acres and is primarily undeveloped farmland. There are two existing building structures with an existing gravel driveway that connects to one of the existing buildings. The property is approximately 2.5 miles from the I-840 / I-24 interchange and less than 1 mile from the I-24 / Medical Center Parkway Interchange. Most of the site consists of relatively level, undeveloped land.



Water (Consolidated Utility District of Rutherford County)

Consolidated Utility District of Rutherford County (CUDRC) maintains the water lines for this area of the City. CUDRC has an existing 6-inch water main along Wilkinson Pike, an existing 16-inch water main along both Willow Oak Trail and Robert Rose Drive, and an existing 20-inch water main along Medical Center Parkway.

Sanitary Sewer (City of Murfreesboro Water Resources Department)

The City of Murfreesboro Water Resources Department (MWRD) maintains the sanitary sewer in this area. The City's allocation ordinance does not limit density in the Gateway Design Overlay District. Currently, the MWRD anticipates the capacity to handle the proposed development.

Repurified Water (City of Murfreesboro Water Resources Department)

The City of Murfreesboro Water Resources Department (MWRD) maintains the Repurified water in this area. An existing 8-inch stub is located at the end of Willowoak Trail, 4-inch to 6-inch stubs along Robert Rose Road, and 8-inch to 12-inch stubs along Medical Center Parkway.

Electric (Middle Tennessee Electric Membership Corporation)

Middle Tennessee Electric Membership Corporation (MTEMC) maintains the electric lines for this area of the city. MTEMC has existing underground electrical lines running along Medical Center Parkway, Gresham Park Drive, and Robert Rose Drive.

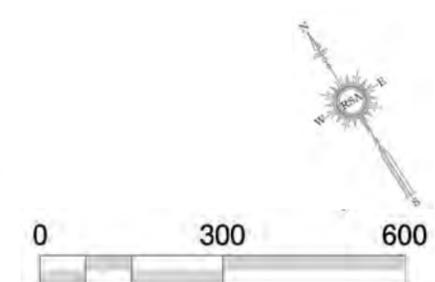
Natural Gas (ATMOS Energy)

ATMOS Energy maintains the natural gas lines in this area of the city. ATMOS has an existing gas line along the site's eastern property line within the Robert Rose Drive right-of-way.

Sanitary Sewer Ordinance (Clari Park)

All property in the 77.8 acre master plan is an integral part of the PUD, has a clearly determinable sewer demand from the Option A and Option B Master Plan and Land Use Map, and shall be exempt from the sanitary sewer allocation ordinance.

- Water Consolidated Utility District
- Gas Atmos Energy
- Sewer - Murfreesboro Water & Sewer Department
- Electric MTEC
- Re Purified Water



Flood zone information taken from FIRM maps

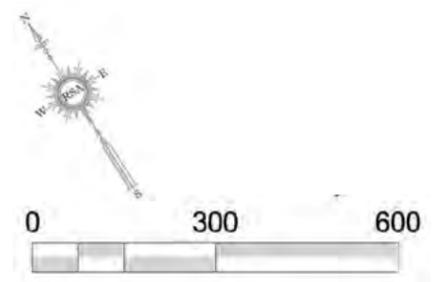
Panel 255 of 479 map number 47147C0255H

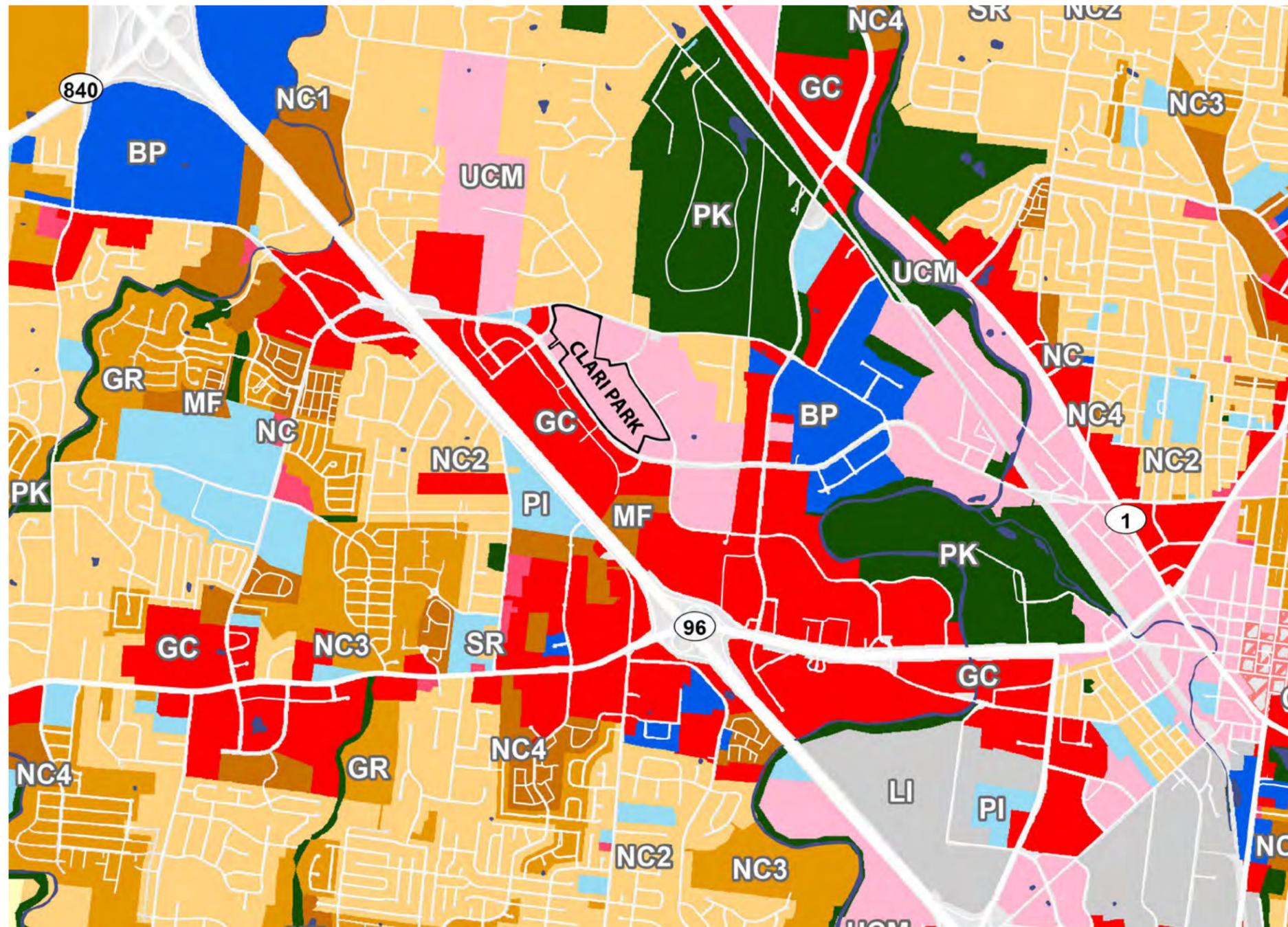
Panel 260 of 457 map number 47149C0260H

As provided by FEMA



- GDO - 1
- GDO - 2
- Planned Development Overlay Zones
- ZONE AE - 1% Annual Flood Chance
- ZONE X - Moderate to Low Risk Flood Hazard





The Future Land Use Map designates the area of Clari Park as a Mixed-Use Corridor with urban, commercial, and mixed use character.

Mixed Use Corridor defined:

Allows a broad range of commercial, office and high-density residential uses and public spaces serving surrounding neighborhoods, commercial / professional business parks and visitors from nearby communities.

Suggested intensity / height guidelines for mixed use corridor in the future long range plan include:

1.85 FAR (approximately 60 DU/AC or 50-130 residents/acre), of which up to 0.50 FAR can be office or commercial / up to four stories.

City zoning districts suggested to match the mixed use corridor include:

- Central Business District (CBD)
- Mixed Use District (MU)
- Planned Unit Development (PUD)

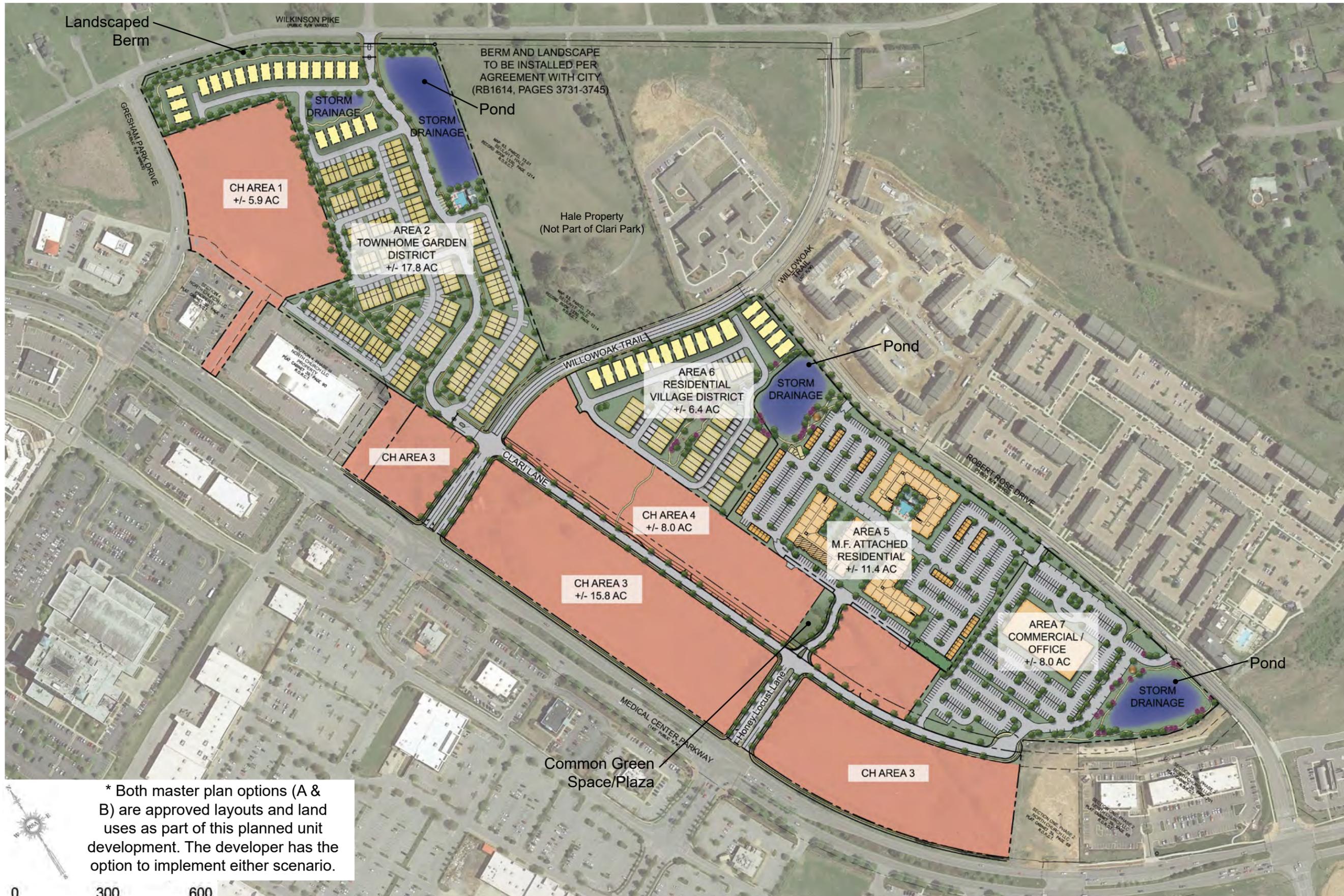
The proposed master plan for Clari Park is in keeping with the Future Long Range Land Use Map and its associated objectives as a Mixed Use Corridor. It speaks to the high level of infrastructure and quality of design that has been invested into the Murfreesboro Gateway. This location is very well suited for a mixture of high density uses and a mixture of residential options to feed into the growth and commerce of the gateway.

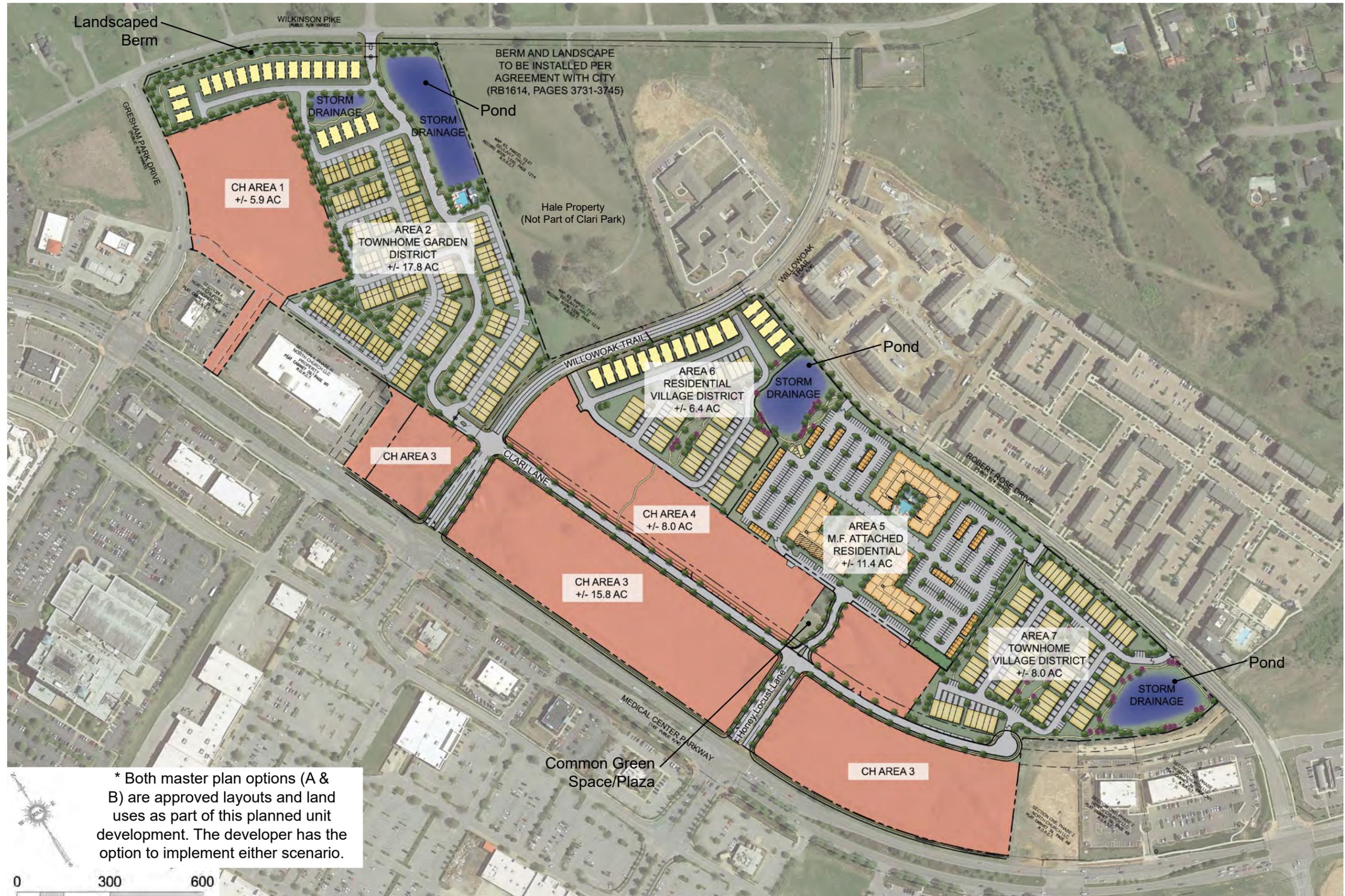
Legend

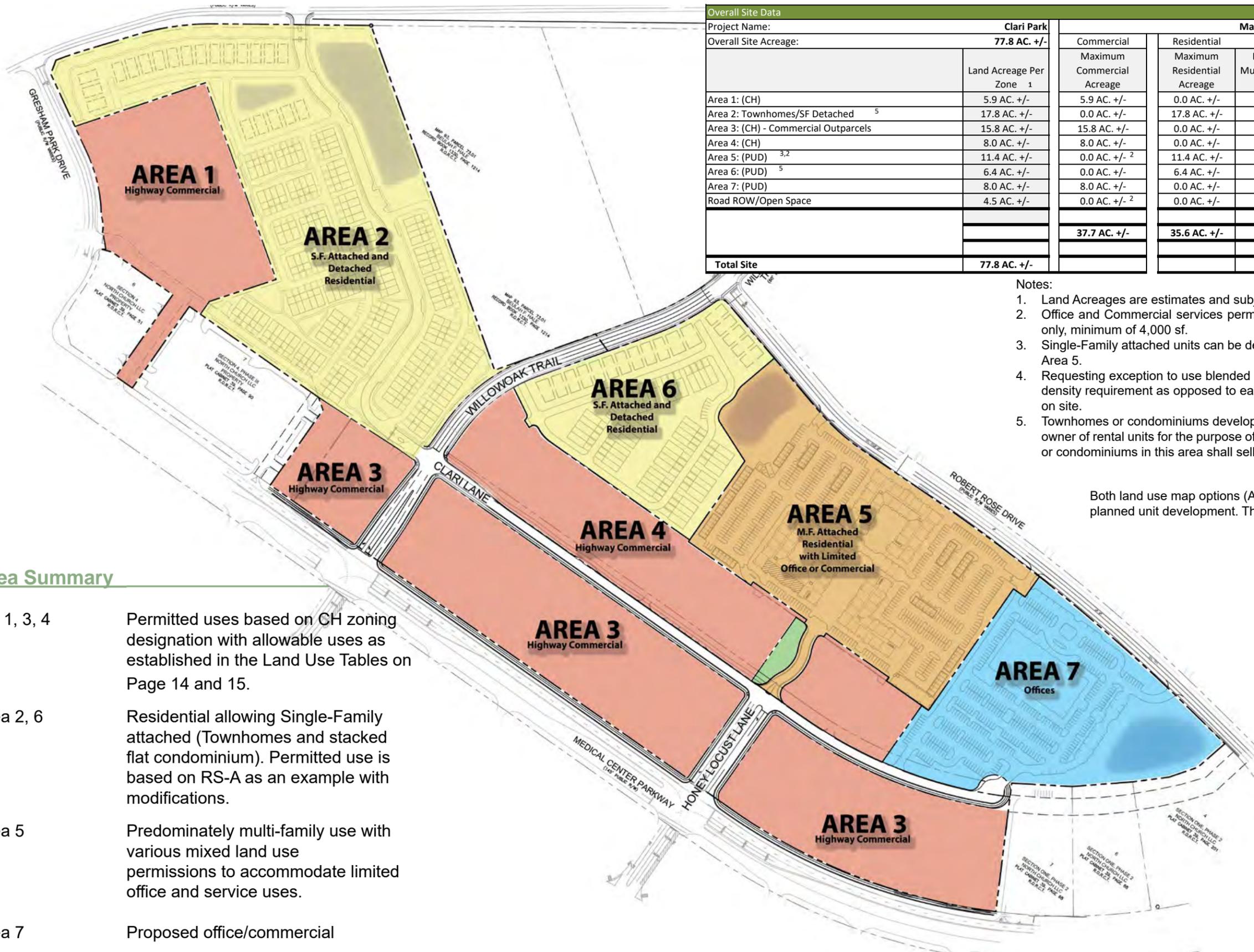
Future Land Use

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









Overall Site Data		Maximum Acreages and Densities					
Project Name: Clari Park		Commercial Maximum Commercial Acreage	Residential			Residential Density ⁴	
Overall Site Acreage: 77.8 AC. +/-			Maximum Residential Acreage	Maximum Multiple-Family Units	Maximum SF Attached		Maximum SF Detached
Area 1: (CH)	5.9 AC. +/-	5.9 AC. +/-	0.0 AC. +/-			0.0/AC	
Area 2: Townhomes/SF Detached ⁵	17.8 AC. +/-	0.0 AC. +/-	17.8 AC. +/-		134	21	8.7/AC
Area 3: (CH) - Commercial Outparcels	15.8 AC. +/-	15.8 AC. +/-	0.0 AC. +/-				0.0/AC
Area 4: (CH)	8.0 AC. +/-	8.0 AC. +/-	0.0 AC. +/-				0.0/AC
Area 5: (PUD) ^{3,2}	11.4 AC. +/-	0.0 AC. +/- ²	11.4 AC. +/-	300			26.3/AC
Area 6: (PUD) ⁵	6.4 AC. +/-	0.0 AC. +/-	6.4 AC. +/-		48	17	10.2/AC
Area 7: (PUD)	8.0 AC. +/-	8.0 AC. +/-	0.0 AC. +/-				0.0/AC
Road ROW/Open Space	4.5 AC. +/-	0.0 AC. +/- ²	0.0 AC. +/-				0.0 AC. +/-
		37.7 AC. +/-	35.6 AC. +/-	300	182	38	14.6/AC
			300	220			
Total Site		77.8 AC. +/-			520		6.7/AC

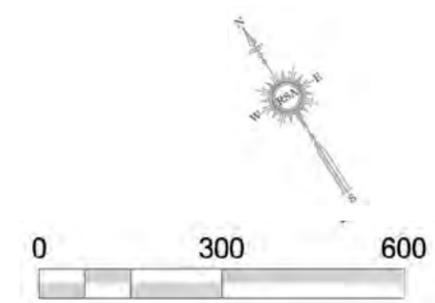
Notes:

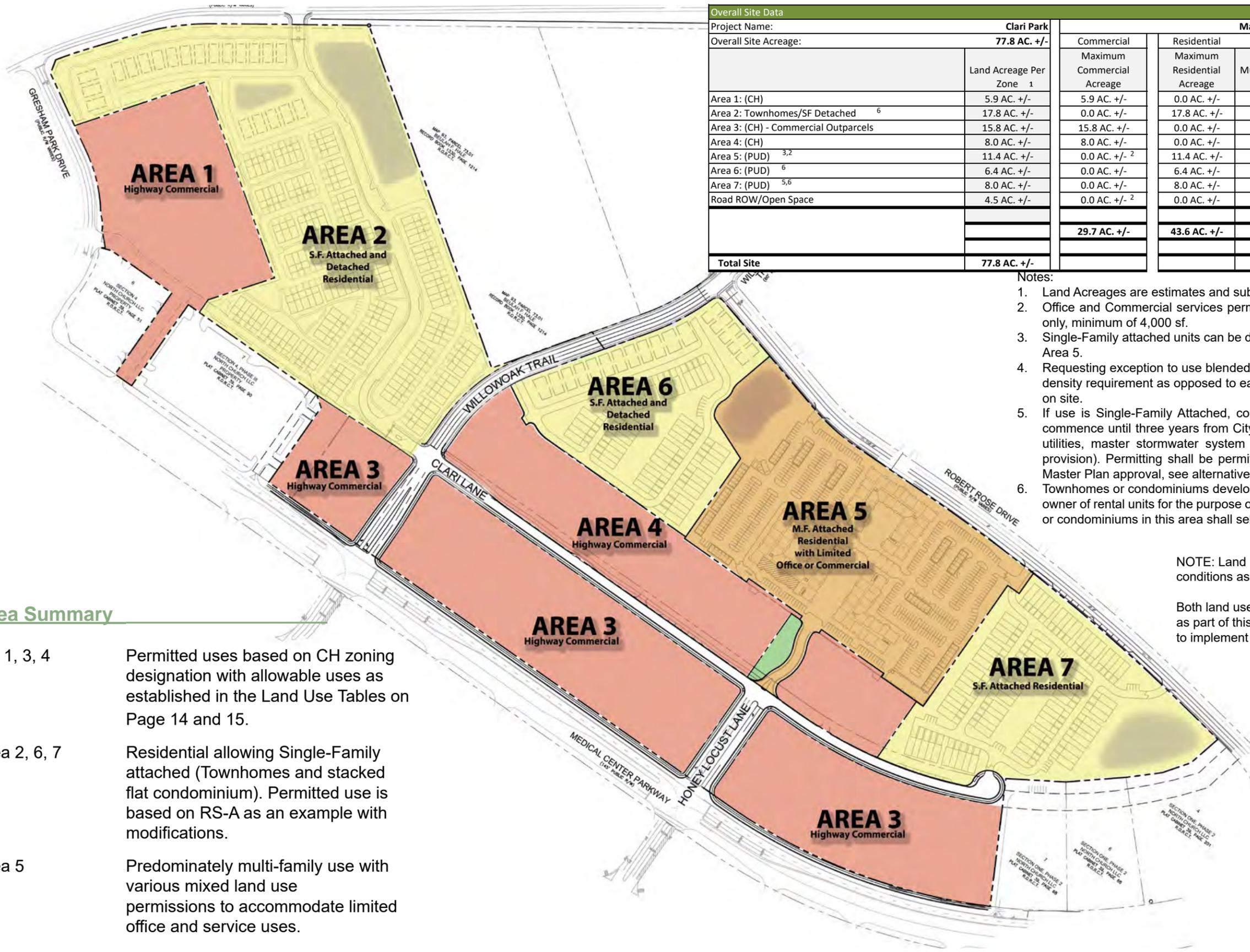
1. Land Acreages are estimates and subject to refinement.
2. Office and Commercial services permitted as part of apartment development on ground level only, minimum of 4,000 sf.
3. Single-Family attached units can be developed in lieu of developing Multiple-Family product for Area 5.
4. Requesting exception to use blended density (14.6 units/acre) to meet maximum 25 units/acre density requirement as opposed to each zone meeting requirement given size and mix of uses on site.
5. Townhomes or condominiums developed in this area shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of townhomes or condominiums in this area shall sell finished units to individual buyers.

Both land use map options (A & B) are approved layouts and land uses as part of this planned unit development. The developer has the option to implement either scenario.

Area Summary

- CH 1, 3, 4 Permitted uses based on CH zoning designation with allowable uses as established in the Land Use Tables on Page 14 and 15.
- Area 2, 6 Residential allowing Single-Family attached (Townhomes and stacked flat condominium). Permitted use is based on RS-A as an example with modifications.
- Area 5 Predominately multi-family use with various mixed land use permissions to accommodate limited office and service uses.
- Area 7 Proposed office/commercial





Overall Site Data		Maximum Acreages and Densities				
Project Name: Clari Park		Commercial Maximum Commercial Acreage	Residential			Residential Density ⁴
Overall Site Acreage: 77.8 AC. +/-			Maximum Residential Acreage	Maximum Multiple-Family Units	Maximum SF Attached	
Area 1: (CH)	5.9 AC. +/-	5.9 AC. +/-	0.0 AC. +/-			0.0/AC
Area 2: Townhomes/SF Detached ⁶	17.8 AC. +/-	0.0 AC. +/-	17.8 AC. +/-	134	21	8.7/AC
Area 3: (CH) - Commercial Outparcels	15.8 AC. +/-	15.8 AC. +/-	0.0 AC. +/-			0.0/AC
Area 4: (CH)	8.0 AC. +/-	8.0 AC. +/-	0.0 AC. +/-			0.0/AC
Area 5: (PUD) ^{3,2}	11.4 AC. +/-	0.0 AC. +/- ²	11.4 AC. +/-	300		26.3/AC
Area 6: (PUD) ⁶	6.4 AC. +/-	0.0 AC. +/-	6.4 AC. +/-	48	17	10.2/AC
Area 7: (PUD) ^{5,6}	8.0 AC. +/-	0.0 AC. +/-	8.0 AC. +/-	100		12.5/AC
Road ROW/Open Space	4.5 AC. +/-	0.0 AC. +/- ²	0.0 AC. +/-			0.0 AC. +/-
		29.7 AC. +/-	43.6 AC. +/-	300	282	14.2/AC
			300	320		
Total Site	77.8 AC. +/-			620		8.0/AC

Notes:

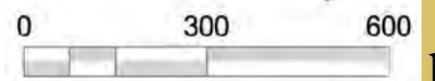
1. Land Acreages are estimates and subject to refinement.
2. Office and Commercial services permitted as part of apartment development on ground level only, minimum of 4,000 sf.
3. Single-Family attached units can be developed in lieu of developing Multiple-Family product for Area 5.
4. Requesting exception to use blended density (14.2 units/acre) to meet maximum 25 units/acre density requirement as opposed to each zone meeting requirement given size and mix of uses on site.
5. If use is Single-Family Attached, construction of site work and building in Area 7 shall not commence until three years from City Council approval of the Clari Park Master Plan (master utilities, master stormwater system and mass grading are exempt from construction start provision). Permitting shall be permitted to proceed prior to three years from the Clari Park Master Plan approval, see alternative land use layout options on page 55.
6. Townhomes or condominiums developed in this area shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of townhomes or condominiums in this area shall sell finished units to individual buyers.

NOTE: Land Use Map Option B will be permitted based on the timing conditions as described in note 5

Both land use map options (A & B) are approved layouts and land uses as part of this planned unit development. The developer has the option to implement either scenario.

Area Summary

- CH 1, 3, 4 Permitted uses based on CH zoning designation with allowable uses as established in the Land Use Tables on Page 14 and 15.
- Area 2, 6, 7 Residential allowing Single-Family attached (Townhomes and stacked flat condominium). Permitted use is based on RS-A as an example with modifications.
- Area 5 Predominately multi-family use with various mixed land use permissions to accommodate limited office and service uses.



USES PERMITTED	LAND USE AREA ^{1,7}						
	Area 1 (CH)	Area 2 (PUD)	Area 3 (CH)	Area 4 (CH)	Area 5 (PUD)	Area 6 (PUD)	Area 7 ¹ (PUD)
DWELLINGS (RESIDENTIAL)							
Single-Family attached ²		X			X	X	X
Multiple-Family					X		
OTHER HOUSING							
Assisted-Care Living Facility	X			X	X		X
Class III Home for the Aged	X			X	X		X
Hotel	X			X	X		X
INSTITUTIONS							
Adult Day Care Center	X			X			X
Church	X			X			X
College, University	X			X			X
Day-Care Center	X		X	X			X
Family Day-Care Home	X		X	X			X
Group Day-Care Home	X		X	X			X
Hospital	X		X	X			X
Museum	X			X			X
Nursing Home	X			X			X
Nursery School	X			X			X
Park	X	X		X	X	X	X
Philanthropic Institution	X			X			X
COMMERCIAL							
Amusements, Commercial Indoor	X			X			X
Amusements, Commercial Outdoor excluding Motorized	X			X			X
Animal Grooming Facility	X		X	X			X
Art or Photo Studio or Gallery	X		X	X	X		X
Bakery, Retail	X		X	X			X
Bank, Branch Office	X		X	X			X
Bank, Drive-Up Electronic Teller	X		X	X			X
Bank, Main Office	X		X	X			X
Barber or Beauty Shop	X		X	X			X
Book or Card Shop	X		X	X	X		X
Business and Communication Service	X		X	X			X
Catering Establishment	X		X	X			X
Clothing Store	X		X	X	X		X
Coffee, Food, or Beverage Kiosk ⁶	X			X	X		X
Commercial Center	X		X	X			X
Convenience Sales and Service, maximum 5,000 sq. ft. floor area ⁸	X		X	X			X
Delicatessen	X		X	X			X
Department or Discount Store	X			X			X
Dry Cleaning	X		X	X			X
Dry Cleaning Pick-Up Station	X		X	X	X		X
Financial Service ⁴	X		X	X	X		X
Flower or Plant Store	X		X	X			X
Garden Lawn Supplies and Hardware (Only in Area 3 adjacent to Area 4 ⁵)			X	X			X

Notes

1. Area 7 is generally based off Mixed-Use Zoning designation from 2020 Zoning Ordinance with minor modifications.
2. Single-Family attached generally refers to townhome and stacked flat condominium uses.
3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be permitted.
4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services and other similar type financial services. "Pay-day loan" services and cash advance facilities will not be permitted.
5. Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
6. Kiosk use will be restricted to "walk-up" style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.
7. Allowable land uses in CH Areas, 1, 3, and 4 are limited to those noted in this Land Use Table. These restrictions will also be recorded in public records via covenants & restrictions.
8. Gas stations and Convenience Sales will only be permitted in Area 3 for lots with frontage on Clari Lane and adjacent to Area 4 on the Master Plan.

Land Use Table

USES PERMITTED	LAND USE AREA ^{1,7}						
	Area 1 (CH)	Area 2 (PUD)	Area 3 (CH)	Area 4 (CH)	Area 5 (PUD)	Area 6 (PUD)	Area 7 ¹ (PUD)
Gas Station ⁸			X				
Health Club	X		X	X			X
Interior Decorator	X		X	X	X		X
Karate, Instruction	X		X	X			X
Keys, Locksmith	X		X	X			X
Laboratories, Medical - Exclude Plasma Donation Center	X		X	X			X
Laboratories, Testing	X		X	X			X
Liquor Store (No Drive-Thru)	X		X	X			X
Movie Theater	X			X			X
Music or Dancing Academy	X		X	X			X
Offices	X		X	X	X		X
Optical Dispensaries	X		X	X			X
Personal Service Establishment (Hair, Nails)	X		X	X	X		X
Pet Shops	X		X	X			X
Pharmacies	X		X	X			X
Reducing and Weight Control Service	X		X	X			X
Restaurant and Carry-Out Restaurant	X		X	X			X
Restaurant, Drive-In ³	X		X	X			X
Restaurant, Specialty	X		X	X			X
Restaurant, Specialty -Limited	X		X	X			X
Retail Shop, other than enumerated elsewhere	X		X	X			X
Shopping Center, Community	X		X	X			X
Shopping Center, Neighborhood	X		X	X			X
Veterinary Office	X		X	X			X
Veterinary Clinic	X		X	X			X
OTHER							
Home Occupations	X	X		X		X	X

Notes

- Area 7 is generally based off Mixed-Use Zoning designation from 2020 Zoning Ordinance with minor modifications.
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- Gas stations and Convenience Sales will only be permitted in Area 3 for lots with frontage on Clari Lane and adjacent to Area 4 on the Master Plan.

Land-Use Parameters	Area 1 (CH)	Area 2 (PUD)	Area 3 (CH)	Area 4 (CH)	Area 5 (PUD)	Area 6 (PUD)	Area 7 (PUD)
RESIDENTIAL DENSITY							
Maximum Dwelling Units Multiple-Family	0		0	0	300	0	0
Maximum Dwelling Units Single-Family attached	0	134	0	0	0	48	100
Maximum Dwelling Units Single-Family detached	0	21	0	0	0	17	0
Minimum Lot Area	none	N/A - Units will have Horizontal Property Regime (HPR)	none	none	5 acres for multiple-family N/A for all other uses	N/A - Units will have Horizontal Property Regime (HPR) See page 54 (typ.)	N/A
Minimum Lot Width	N/A for all other uses	N/A - Units will have Horizontal Property Regime (HPR)	50' min. lot width on Medical Center Pkwy.	N/A	N/A	N/A - Units will have Horizontal Property Regime (HPR) See page 54 (typ.)	N/A
MINIMUM YARD REQUIREMENTS							
Minimum Front Yard <i>Porches, stoops, and bay windows may extend into setbacks. Min. front yard shall be measured from all public roads on corner lots</i>	42'	15'	42'	42'	15'	15'	15'
Minimum Side Yard <i>Porches, stoops, and bay windows may extend into setbacks</i>	10'	5'	10'	10'	10'	5'	5' for townhomes 10' for all other uses
Minimum Rear Yard	20'	20'	20'	20'	20'	20'	20'
LAND-USE INTENSITY RATIOS							
Max FAR	None	None	None	None	None	None	None
Minimum Livable Space Ratio	None	None	None	None	None	None	None
Minimum Open Space Requirement	20%	20%	20%	20%	20%	20%	20%
Minimum Formal Open Space Requirement	3-5% based on site acreage and use as determined in 2020 Zoning Ordinance						
Min Lot Coverage	None	None	None	None	None	None	None
Max Height	45'	35'	75' 150' for Office, Hotel, and Hospital	75' 150' for Office, Hotel, and Hospital	45' for S.F. 75' for multiple-family uses 150' for commercial/office uses	35'	45' for residential 150' for commercial/office uses
Parking Ratio	<p>Single-Family Attached and Multiple-Family Uses 1.1 space per bedroom</p> <p>Single-Family Detached Uses 4 spaces per unit (includes garage spaces)</p> <p>All Other Uses: Per "Chart 4" of 2020 Zoning Ordinance.</p>				<p>Parking spaces within garages for Single Family Attached Residential and Multi-Family Residential will be considered as meeting parking count requirements. They will not be used for the parking or storage of boats, recreational vehicles, trailers, or equipment.</p>		

Requested Exceptions

Exception

1. Requesting "Single Family Attached" Residential and "Single Family Detached" Residential Use be permitted (Not currently permitted in underlying MU zoning)
2. Requesting exception to 25 units/acre density requirement for a maximum density of 27 units/acre for Area 5. Current Site Plan estimates 26.3 units/acre. the average residential density for the overall master plan is significantly below 25 units/acre
3. Request adjustment to parking ratio requirement for 1-bedroom residential multifamily units of 1.5 spaces per bedroom to 1.1 per bedroom and removal of parking requirement for up to 10,000 sf of office space on first floor of the Multifamily project.
4. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events
5. Porches, stoops, and bay windows may extend into setbacks

Landscape Yard Minimums and Building Setbacks			
Roadway	Minimum Landscape Yard	Building Setback	Notes
Medical Center Parkway	25'	50'	Arterial Road
Robert Rose Drive	15'	15'	Local Road
Wilkinson Pike	30'	30'	Berm shall be constructed within 30' buffer per Agreement with City (RB1614, pgs 3731-3745) prior to or as part of initial phase of construction No building exceeding 3 stories in height shall be erected within 100 feet of the South right of way. No apartment development shall be placed on Property (within 100' of Wilkinson Pike) unless approved by the Planning Commission and the City Council as a Planned Development.
Willow Oak	15'	15'	Local Road
Clari Lane (to be named) (Road behind outparcels)	15'	15'	Local Road

As the Master Developer of Clari Park, the Hines development management team will implement development management and operations controls to ensure that the community is developed and managed in accordance with the approved PUD and Commercial Highway Zoning Master Plan and to implement the vision of the Master Developer and design team. Elements of the management and operations are:

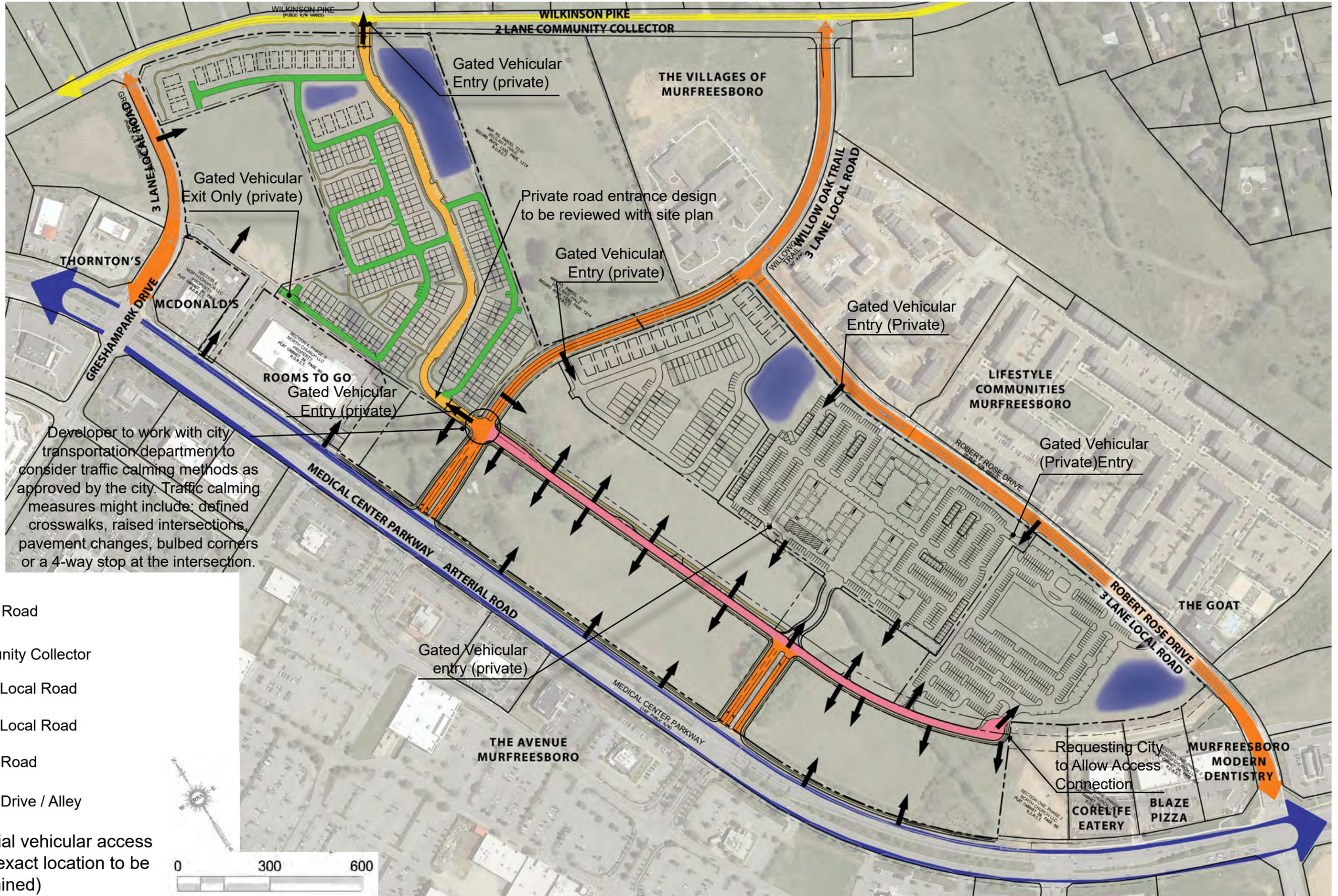
Development Management - The Master Developer will manage the design, permitting, construction and close-out of the horizontal infrastructure within Clari Park including mass grading, utilities, stormwater management and roadways. Development management by the Master Developer will be performed directly for the Hines development venture and on behalf of the town home builder.

Commercial Land Sales - Hines will directly negotiate and transact all commercial land sales and incorporate provisions that require compliance with the zoning regulations within such sale contracts. Purchase agreements will obligate commercial properties to be subject to architectural review and compliance with the Clari Park Covenants and Restrictions

Site Plan Reviews - The Master Developer will work through an iterative site plan design process with the commercial parcel and town home parcel owners to ensure that all site plans are consistent with the overall site planning and landscape themes of Clari Park including strong pedestrian connectivity.

Architectural and Landscape Design Review - The Master Developer will create and coordinate the activities of an architectural review committee that will review the building plans for all commercial parcel owners within Clari Park. Commercial owners will be encouraged to submit preliminary design concepts for an initial review prior to formalizing purchase contracts with the formal review taking place thereafter. The Committee will include a registered architect and landscape architect in addition to Hines team members.

Property Management / Covenants and Restrictions - Property management associations will be created for the commercial and residential properties within Clari Park with covenants and restrictions that are enforceable by these associations. Standards for the maintenance of common area and private properties will be established in the covenants and enforced by the associations with Master Developer providing oversight and coordination throughout the development period. The covenants and restrictions shall expressly provide the right for the property management company to tow vehicles that are not parked in legal common area or private spaces and shall further obligate to the property management company exercise this right when notified by residents or by the city.



- ▬ Arterial Road
- ▬ Community Collector
- ▬ 3 Lane Local Road
- ▬ 2 Lane Local Road
- ▬ Private Road
- ▬ Private Drive / Alley

➔ Potential vehicular access point (exact location to be determined)

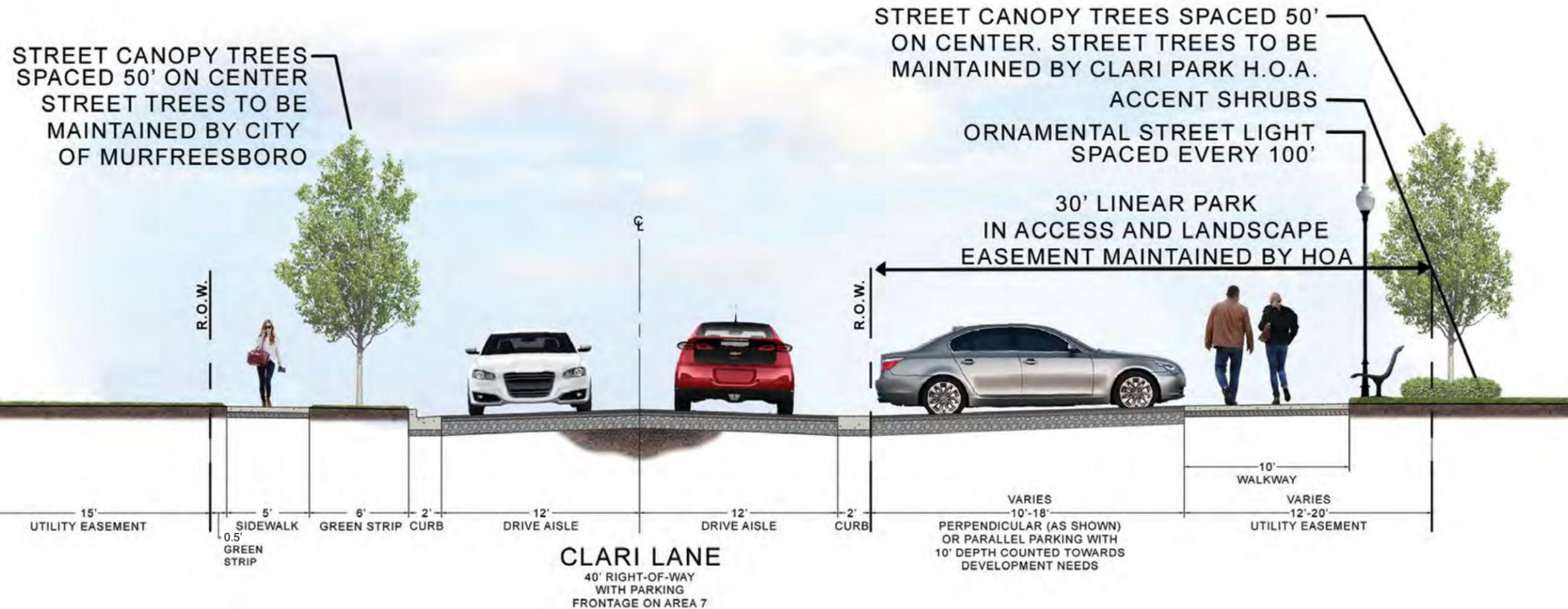
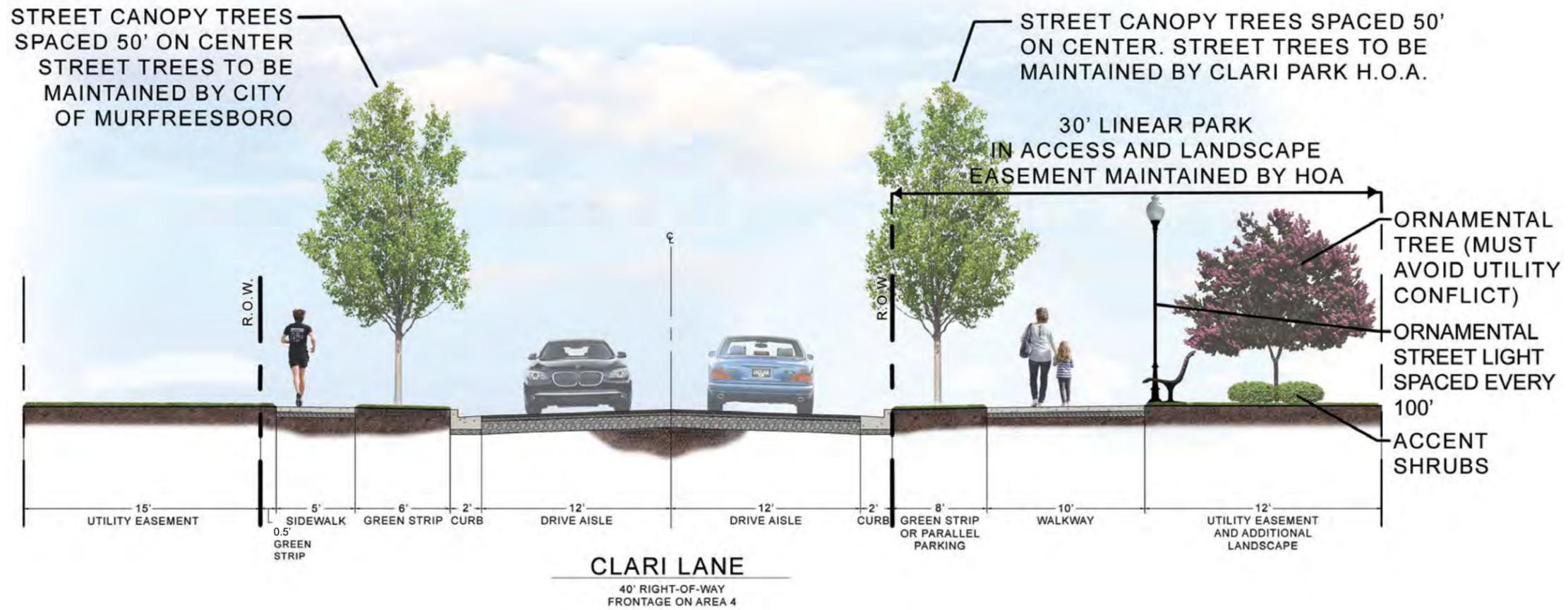


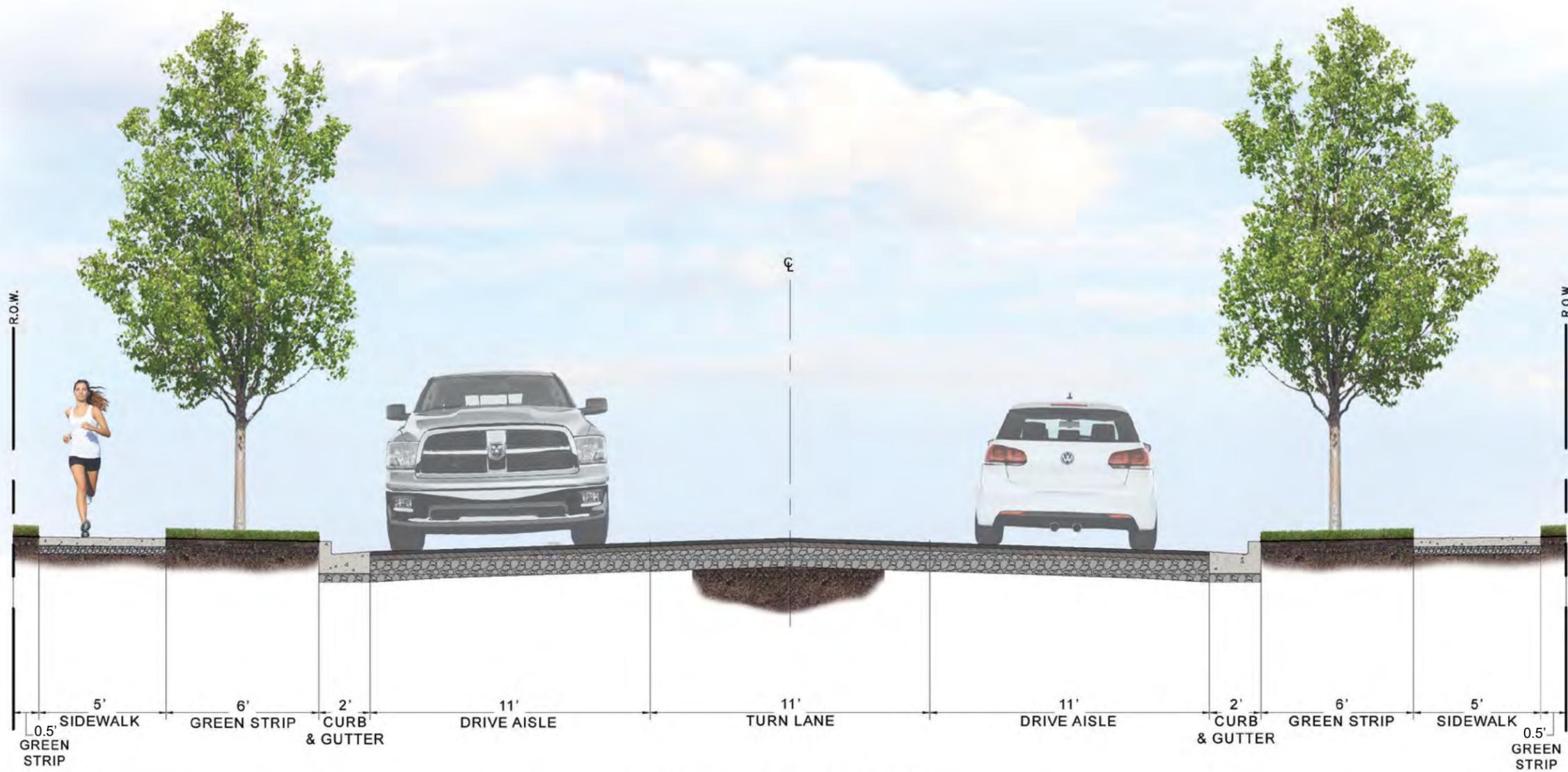


Legend

- Primary Linear Park Pedestrian System
- Secondary Linear Park & Walkway Pedestrian System
- Conceptual Pedestrian Network through Outparcels

Pedestrian connections through Area 2 will be accessible to public

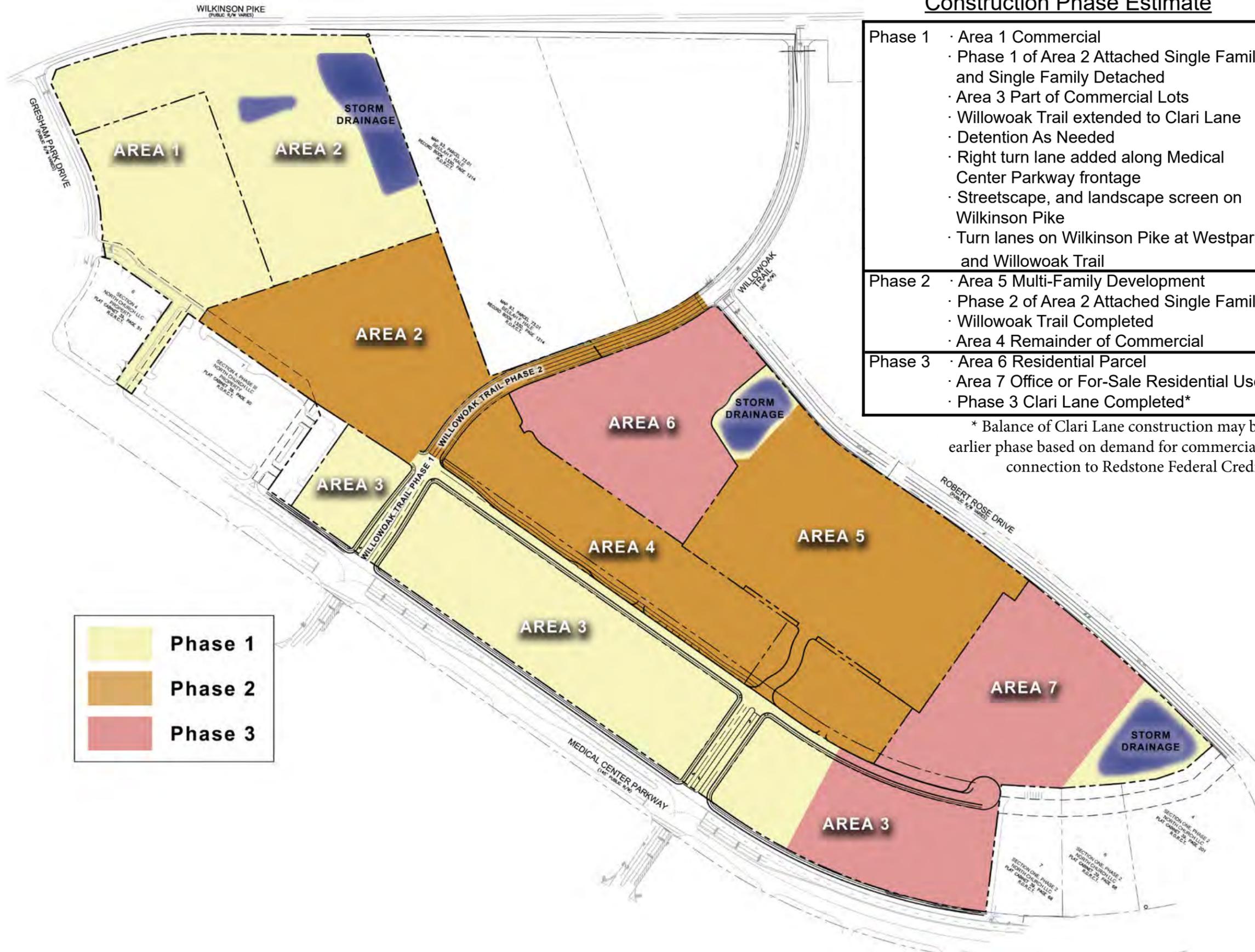




WILLOW OAK TRAIL

60' RIGHT-OF-WAY

Right of way will vary at intersections with Medical Center Parkway based on turn lane requirements



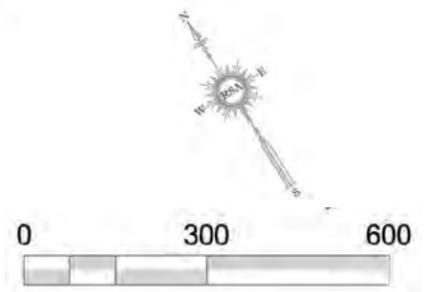
Construction Phase Estimate

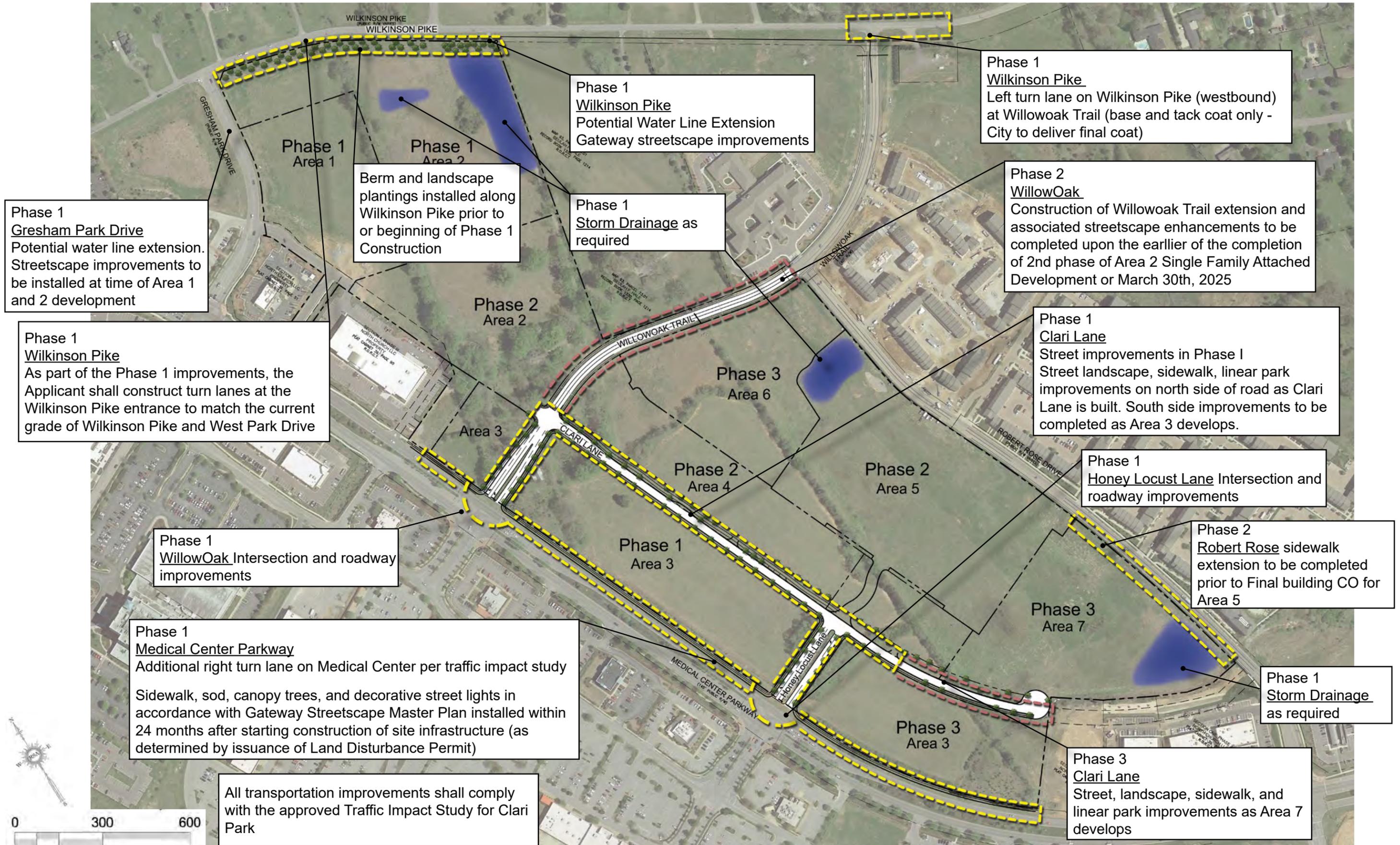
Approximate Time Frame

Phase 1	<ul style="list-style-type: none"> Area 1 Commercial Phase 1 of Area 2 Attached Single Family and Single Family Detached Area 3 Part of Commercial Lots WillowOak Trail extended to Clari Lane Detention As Needed Right turn lane added along Medical Center Parkway frontage Streetscape, and landscape screen on Wilkinson Pike Turn lanes on Wilkinson Pike at Westpark and WillowOak Trail 	Phase 1 2021- 2026
Phase 2	<ul style="list-style-type: none"> Area 5 Multi-Family Development Phase 2 of Area 2 Attached Single Family WillowOak Trail Completed Area 4 Remainder of Commercial 	Phase 2 2022- 2027
Phase 3	<ul style="list-style-type: none"> Area 6 Residential Parcel Area 7 Office or For-Sale Residential Use Phase 3 Clari Lane Completed* 	Phase 3 2023- 2030

* Balance of Clari Lane construction may be accelerated to an earlier phase based on demand for commercial parcels and potential connection to Redstone Federal Credit Unit parcel.

	Phase 1
	Phase 2
	Phase 3





Phase 1

WillowOak Trail

- WillowOak Trail at MCP intersection improved with egress lanes / turn lanes as shown on public improvements plan.
- WillowOak Trail street improvements from Medical Center Parkway to Clari Lane intersection. Landscape and sidewalk improvements from Medical Center Parkway to Clari Lane intersection.
- WillowOak Trail and Medical Center Parkway intersection improvements in accordance with gateway streetscape master plan. (Seat wall, pedestrian plaza, and crosswalk)

Phase 2 or 3

- WillowOak Trail street improvements and public streetscape enhancement from Clari Lane to Robert Rose Drive. Construction of Willowoak Trail extension and associated streetscape enhancements to be completed upon the completion of 2nd phase of Area 2 Single Family Development or March 30th, 2025, whichever is earlier.

Wilkinson Pike

Phase 1

- As part of the Phase 1 improvements, the Applicant shall construct turn lanes at the Wilkinson Pike entrance to match the current grade of Wilkinson Pike and West Park Drive and a left turn lane from Wilkinson Pike onto Willowoak Trail

Honey Locust Lane

Phase 1

- Honey Locust Lane at MCP intersection improvements with egress lanes / turn lanes as shown on public improvement plan.
- Honey Locust Lane street improvements from Medical Center Parkway to Clari Lane intersection. Landscape ornamental lighting and sidewalk improvements from Medical Center Parkway to Clari Lane intersection.
- Honey Locust Lane and Medical Center Parkway intersection improvements in accordance with gateway streetscape master plan. (Seat wall, pedestrian plaza, and crosswalk)

Clari Lane

Phase 1 and 2

- Clari Lane street improvements from Willow Oak Trail to end of phase 2. (Frontage on Area 4)
- Streetscape and Linear Park improvements fronting Area 4 to be completed with initial construction of Clari Lane. South side improvements to be completed as Area 3 develops.
- Applicant will commit to connect southern end of Clari Lane with adjacent bank parcel should a legally and commercially feasible solution be presented to do so. Applicant will work with City and adjacent landowner to explore viability of such a solution.

Phase 3

- Clari Lane street improvements, streetscape and linear park improvements fronting Area 7 and phase 3 commercial lots.

Medical Center Parkway / Robert Rose Drive

Phase 1

- Additional right turn lane along all lots fronting Medical Center Parkway

Phase 1, 2, 3

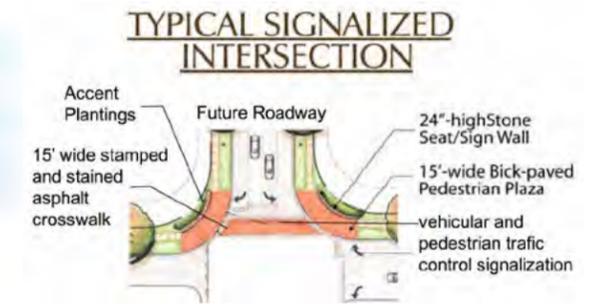
- Sidewalk, sod, canopy trees, and decorative street lights in accordance with the Gateway Streetscape Master Plan installed within 24 months after starting construction of site infrastructure (as determined by issuance of Land Disturbance Permit)

Phase 2

- Robert Rose sidewalk extension to be completed prior to Final building CO for Area 5



WillowOak Trail street improvements
Gateway Seat wall(s) at intersection
See page 22



Gateway intersection at Willow Oak and Medical Center Parkway and Honey Locust Lane and Medical Center Parkway
See page 13 of the Murfreesboro Gateway Streetscape Masterplan

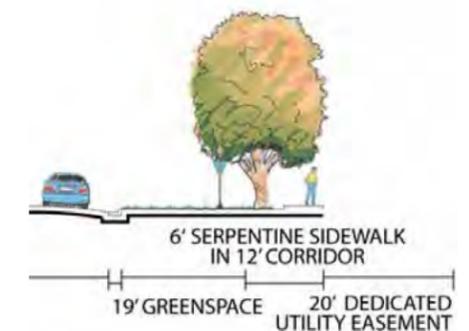


Clari Lane Linear Park Improvements
See page 27



Clari Lane Street Improvements
See page 21

Gateway landscaping, ornamental lights, and sidewalk improvements.
See page 13 of the Murfreesboro Gateway Streetscape Master Plan



Public pedestrian and bicycle access will be provided at entrances. Sidewalks will be available for public use

Connection of open space with linear parks in Garden Townhome District Phase 1



Linear Park along east side of Clari Lane (see page 26) Phase 1



Grand Lawn and Linear Park at Area 5 (see page 28)



Phase 2 Commercial Lawn (see page 29)

Green space in front of townhome units (See Page 37)

Phase 1

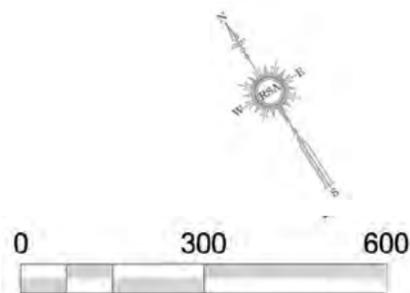


Note: All areas within Clari Park will meet the minimum formal and informal open space requirements associated with each site at the time of development.

Public pedestrian and bicycle access will be provided at entrances. Sidewalks will be available for public use

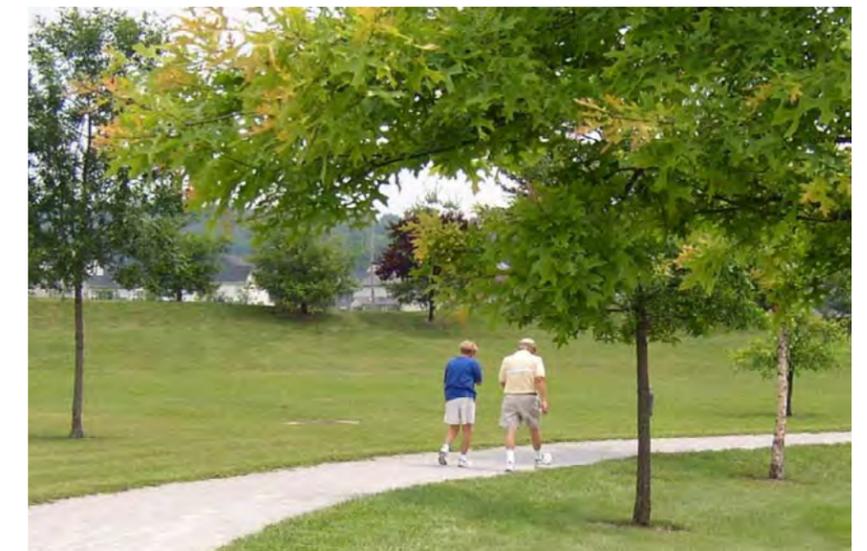
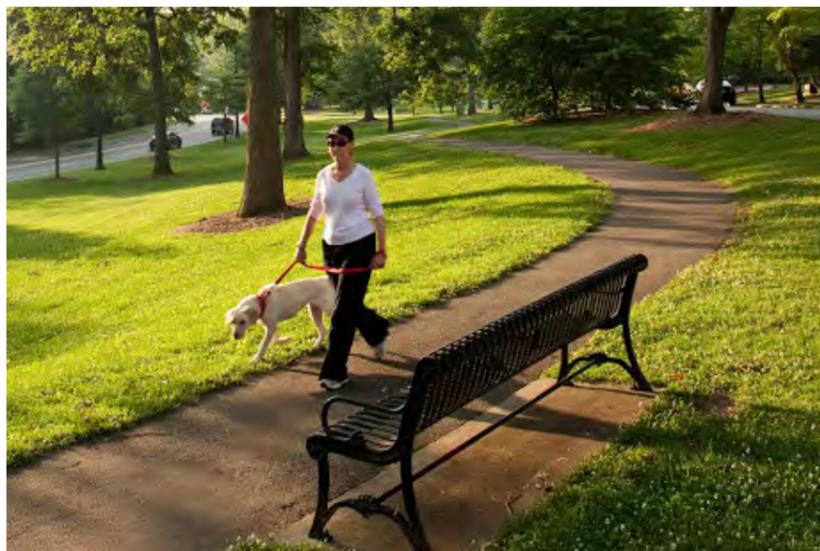
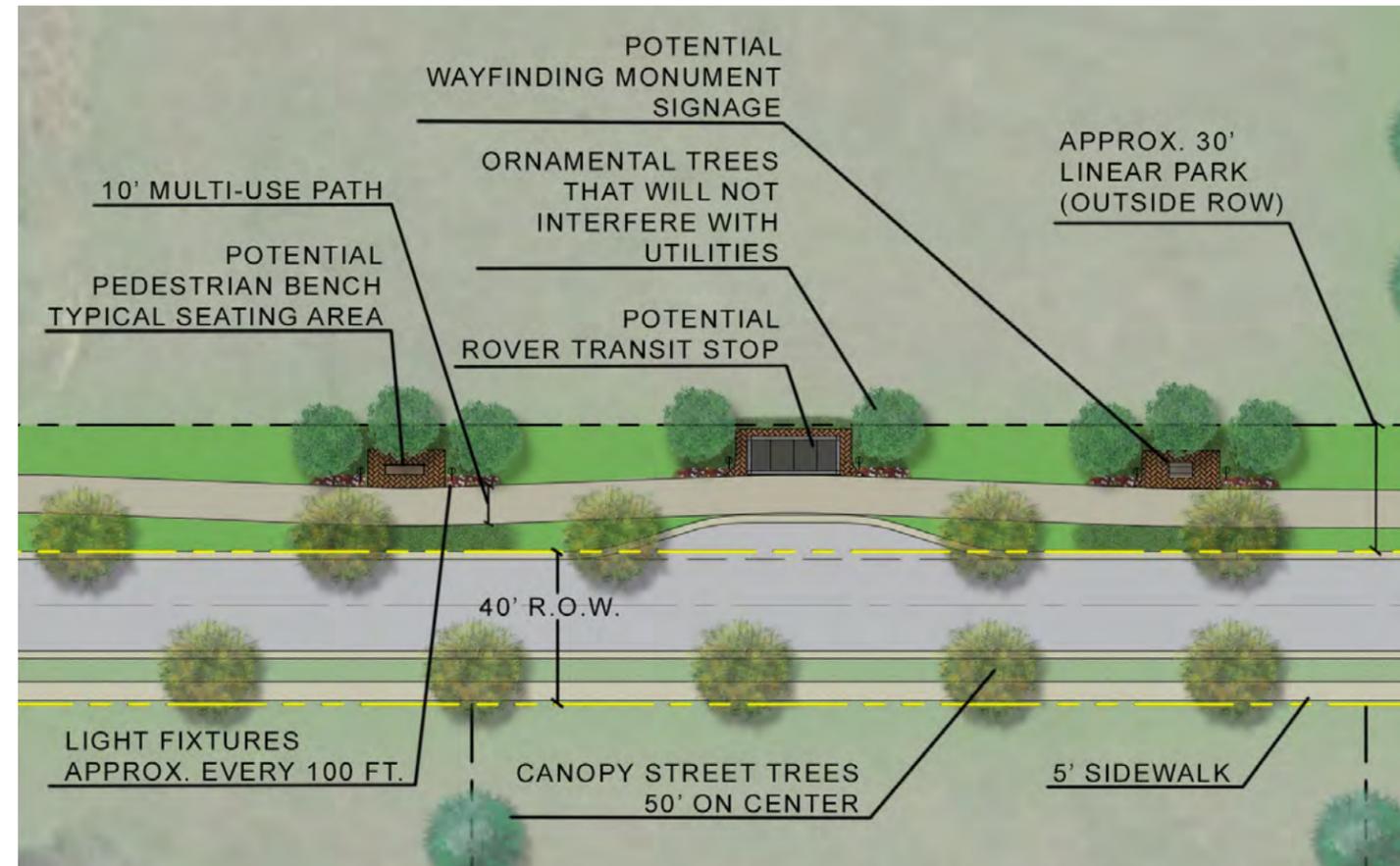
Historic Markers and locations for potential public art along Clari Lane Corridor - Specific design to be determined.

Pedestrian connections to Robert Rose Drive and Commercial areas



Clari Lane Linear Park

Clari Lane will function as the main street of Clari Park by connecting the different land use areas. Through the provision of green space running parallel to the street. Included in this green space will be a 10' wide multi-use path on the east side of the street, possible on street parking and transit stops, ornamental, pedestrian scaled streetlights, pocket parks with benches and site furniture. The landscape will include street canopy trees and ornamental trees. The concept design depicted for the linear park on Clari Lane is to confirm the streetscape elements and amenities that are part of the master plan. Specific layout and detailed design will occur when site plan and street improvement plans are developed.



Connection of Open Space

Open spaces and pedestrian networks will extend from the linear park along Clari Lane to other areas within the project and adjacent properties. This will facilitate pedestrian circulation within the site, to the commercial district along Medical Center Parkway, and the Avenue beyond. The pedestrian walkway through Area 6 will provide a pedestrian and green space connection through the higher density portion of Clari Park. It also functions as part of the pedestrian network between Clari Lane and Robert Rose Drive, which will provide a connection to the Avenue through the project for Henley Station residents.

The connections in Area 2 (the Townhome Garden District) will include the incorporation of existing mature trees, proposed for preservation between Area 1 and Area 2. It will also connect pedestrian pathways to the front greenspace between residential buildings. This will link the front door of residential homes to a comfortable pathway that leads to surrounding amenities and places of commerce.









Area 1 (Commercial Highway)

This area is reserved for commercial or institutional uses as allowed in the CH zoning category. It has primary frontage on Gresham Park Drive as well as egress from Medical Center Pkwy. A larger commercial user can be accommodated on this parcel given the site's size and its visibility from the Gresham Park Drive and Medical Center Pkwy intersection and benefits from a large area for dedicated parking spaces. Residential uses are not permitted in area 1.

Area 4 (Commercial Highway)

This commercial development area provides flexibility in space and response to market conditions. The design form for this area could allow for integrated, shared parking, vertical development, and a mixture of commercial and office use. Area 4 has a strong relationship to the central spine of the project along Clari Lane and is well connected to the residential components of Clari Park. Residential uses are not permitted in area 4. This area could be well suited for the development of a hotel, restaurants, community grocery, corporate office or entertainment type of development.

Commercial Uses Materials Palette (Per Murfreesboro Design Guidelines)

- Primary material
 - Brick (full thickness or thin-set)
 - Cast stone
 - Natural or synthetic stone
- Secondary materials
 - Exterior Insulation Finish System (EIFS)
 - Split-face or ground-face, or polished-face concrete masonry (integrally colored)
 - Architectural metal panels with durable finish and defined profile
 - Composite panels
 - Cementitious siding or panels
 - Wood siding may be used on small scale buildings
 - Fabric Awnings
- Tertiary materials:
 - Metal copings, flashings, and trim
 - Wood or cementitious trim
- Prohibited materials
 - Smooth-face concrete masonry
 - Corrugated metal "R" panels



These photographic examples depict general concepts of building architectural character in Areas 1 and 4. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

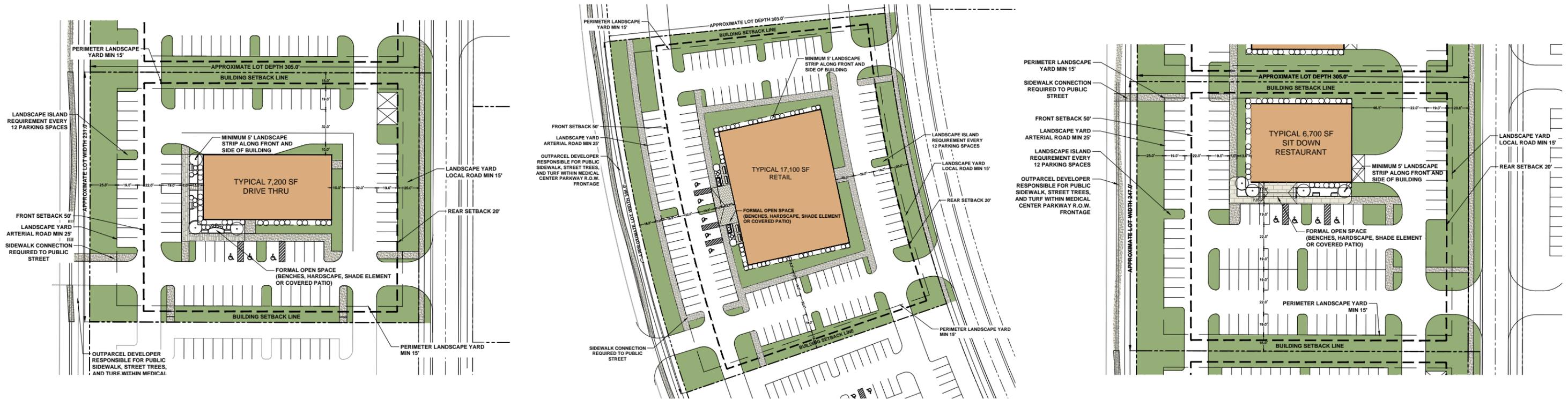
e Clari Park Commercial Highway (CH) - Photographic Examples (Areas 1 & 4)

Architectural standards set forth in the Murfreesboro Design Guidelines and GDO standards referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be adhered to with the design of this project.



Commercial General Description - (CH Commercial Area 3) Clari Park e

- Commercial parcels in Area 3 range in size from approximately 1 to 3 acres and parcel boundaries are subject to change
- Commercial parcels in Area 3 will relate to existing commercial land patterns established along Medical Center Parkway.
- Commercial establishments in Area 3 will connect to the proposed residential and mixed use components of Clari Park and encourage a local, walkable lifestyle to occur in the gateway.
- Proposed residential densities that are part of the Clari Park plan, contribute to the commercial value and viability of Area 3.



- These typical outparcel layouts depict possible scenarios to illustrate how commercial developments may fit into Clari Park.
- Layouts are conceptual in nature. Final site design for each specific parcel will be provided at the time of actual development.
- Street improvements on Medical Center Parkway will follow the Gateway Streetscape Master Plan and City of Murfreesboro Design Guidelines including a 12' landscape area with a minimum 6' wide serpentine sidewalk

e Clari Park Commercial Photographic Examples (Area 3 & Area 4)



Commercial Uses Materials Palette (Per Murfreesboro Design Guidelines)

- Primary material
 - Brick (full thickness or thin-set)
 - Cast stone
 - Natural or synthetic stone
- Secondary materials
 - Exterior Insulation Finish System (EIFS)
 - Split-face or ground-face, or polished-face concrete masonry (integrally colored)
 - Architectural metal panels with durable finish and defined profile
 - Composite panels
 - Cementitious siding or panels
 - Wood siding may be used on small scale buildings
 - Fabric Awnings
- Tertiary materials:
 - Metal copings, flashings, and trim
 - Wood or cementitious trim
- Prohibited materials
 - Smooth-face concrete masonry
 - Corrugated metal "R" panels



Architectural standards set forth in the Murfreesboro Design Guidelines and GDO requirements referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be adhered to with the design of this project.

Area 2 (Attached & Detached Single Family Residential Garden District)

Area 2 is the residential Garden District of Clari Park. It has ingress & egress from Wilkinson Pike and an extension of the local street network off Willow Oak Trail and both access points are permitted to be gated. It provides good opportunity for a mixture of residential housing options that include attached and detached single family. Single family homes in this district will have horizontal property regimes with side by side units sharing a common lot area. Some residential units are designed to front on green spaces and parks with vehicular access through an alley network in the rear. Buildings are limited to 3 story (35') to respect the context of Wilkinson Pike and the single family residential to the north. Attached and detached single family is part of the Clari Park Master Plan to help meet the market demand for homes that integrate into the local commerce and invested infrastructure of The Gateway. This form of homes appeals to residents who want to be part of a walkable community close to the surrounding retail and restaurant amenities. Attention is given to architectural details to relate to a residential and pedestrian scale and buildings are arranged to connect to common open space and linear parkways. Street networks in Area 2 will be private and parking is predominantly designed to be at the rear of residential units.

Area 6 (Attached & Detached Single Family Residential Village District)

Area 6 is the Residential Village District with access points at Robert Rose Drive and Willow Oak Trail that are permitted to be gated. It serves as a transition zone from the commercial core to the surrounding land use north and east of Clari Park. Like Area 2 the attached and detached single family in Area 6 helps meet the market demand for homes that integrate into the local commerce and invested infrastructure of The Gateway. Attached and detached single family homes will have horizontal property regimes units sharing a common lot area. Townhomes will be designed with arrangements that have a strong relationship to the street and green space. Streets are designed to have strong landscape elements and pedestrian space and may be public or private. This form of home appeals to residents who want to be part of a walkable community close to the surrounding retail and restaurant amenities and provides homeownership options for young urban professionals and “empty nesters”.

Area 7 (Attached Residential Village District)

Area 7 is located at the southeast portion of Clari Park and is adjacent to existing commercial and high density residential land use. This development area provides flexibility in space and response to residential market conditions for single family attached residential development. Area 7 has a strong relationship to Robert Rose Drive and Clari Lane providing good pedestrian connections to surrounding amenities.

All single family detached and attached residential units in Clari Park are proposed to be established with Horizontal Property Regimes

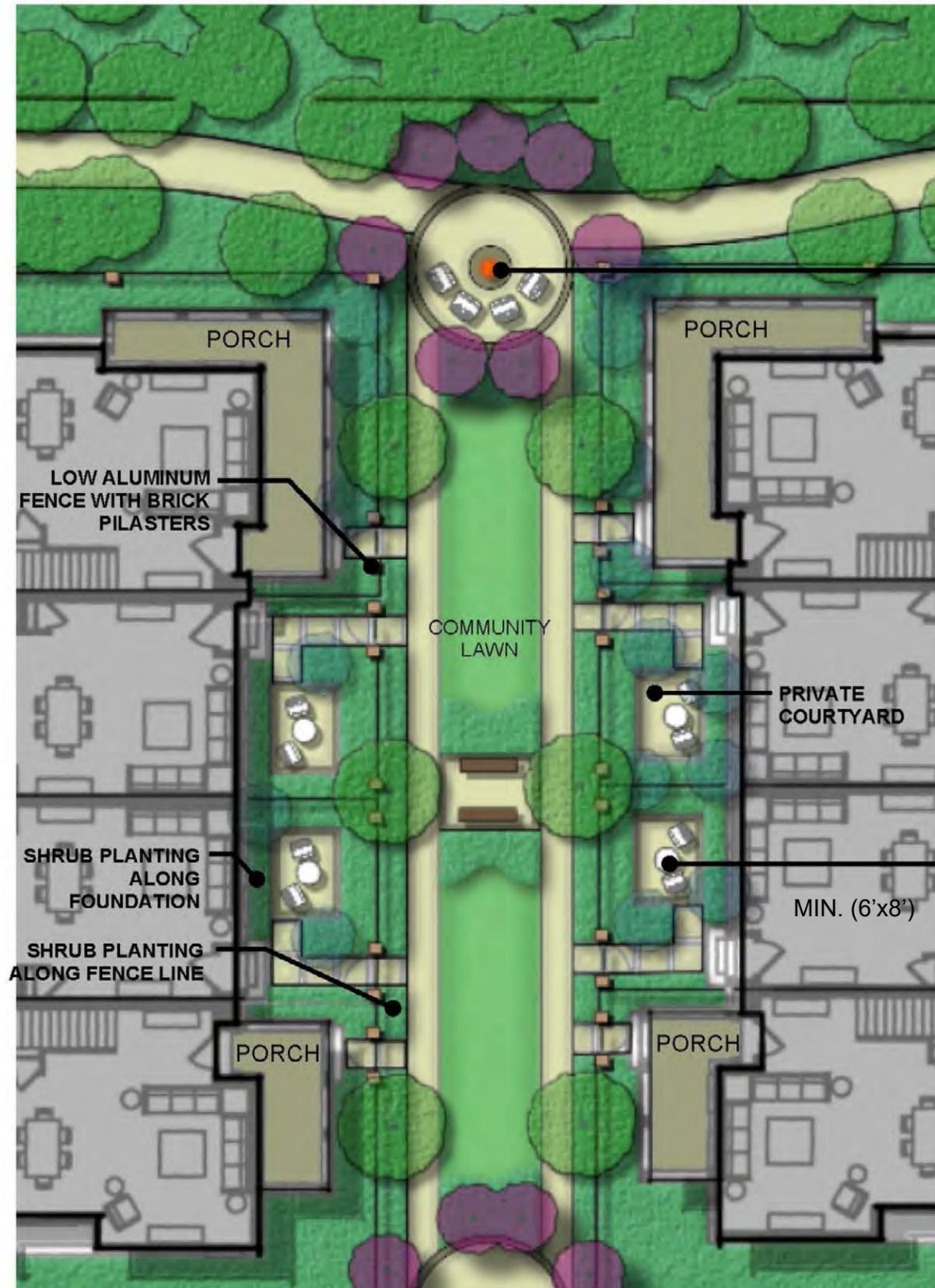


Residential Garden District

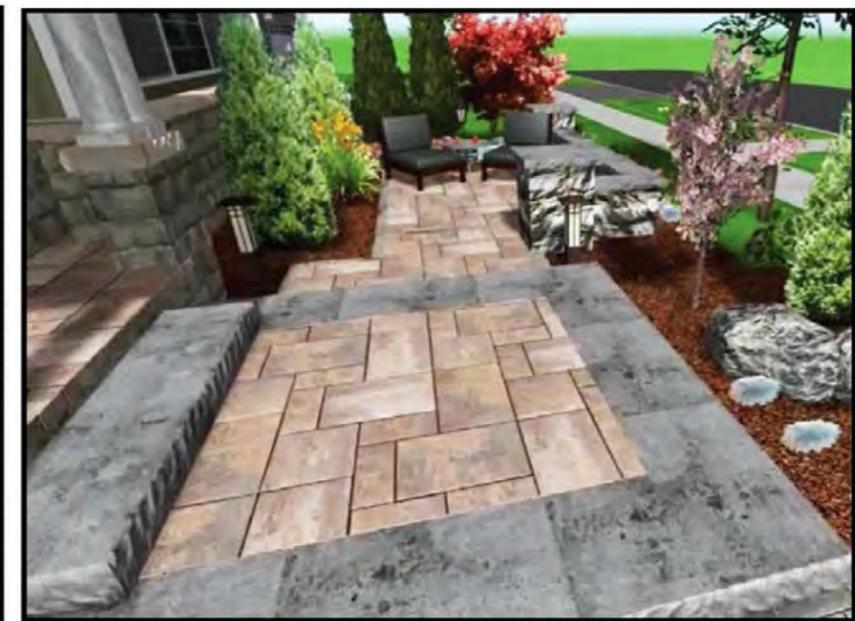


Area 2 - Residential Garden District of Clari Park
 The Garden District shall include an amenity program for the residents. Elements of this amenity program shall include:

- Exterior resort pool with colored concrete or paver deck area designed with open air and shaded seating areas;
- A pool cabana with shaded seating areas and restrooms; and
- Exterior gathering areas that incorporate fire pits, grills and outdoor games.



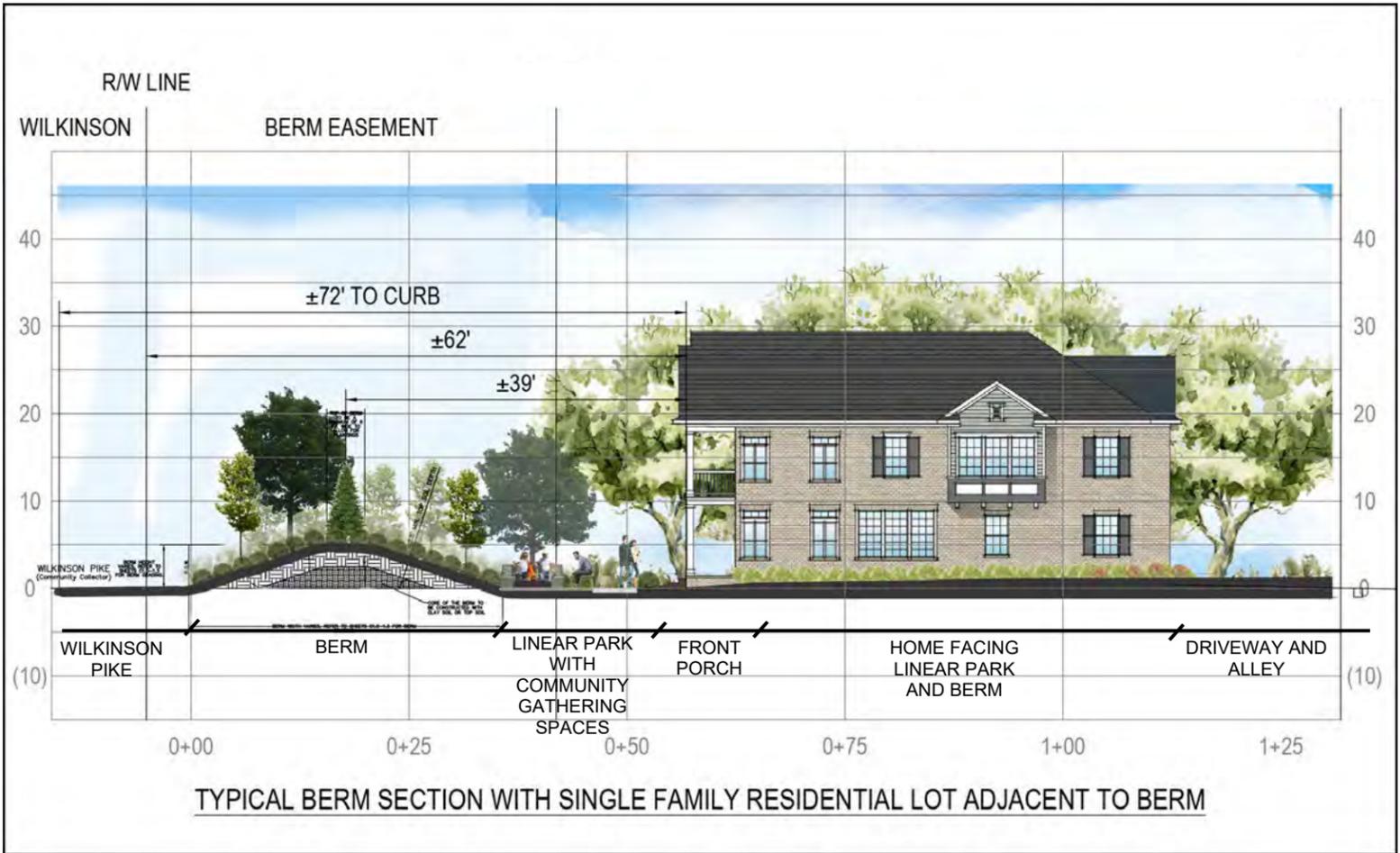
COMMUNITY FIRE-PIT / GATHERING SPACES



PRIVATE FENCED FRONT YARD WITH ON-GRADE PATIO

Landscape & walkway design to be finalized during Site Plan Review

Note: All on-grade front patios shall be 8' wide and 6' deep and have a decorative fence





See Page 37 for green space design example. Final design to be finalized during Site Plan Review

Amenitized pond with walking trails and gazebo or shade structure

RETENTION POND

Pedestrian Trail

Seating Areas in Common Green





Pedestrian Connection

Residential fronts common area. See page 37 for green space design example. Final design to be finalized during Site Plan Review.

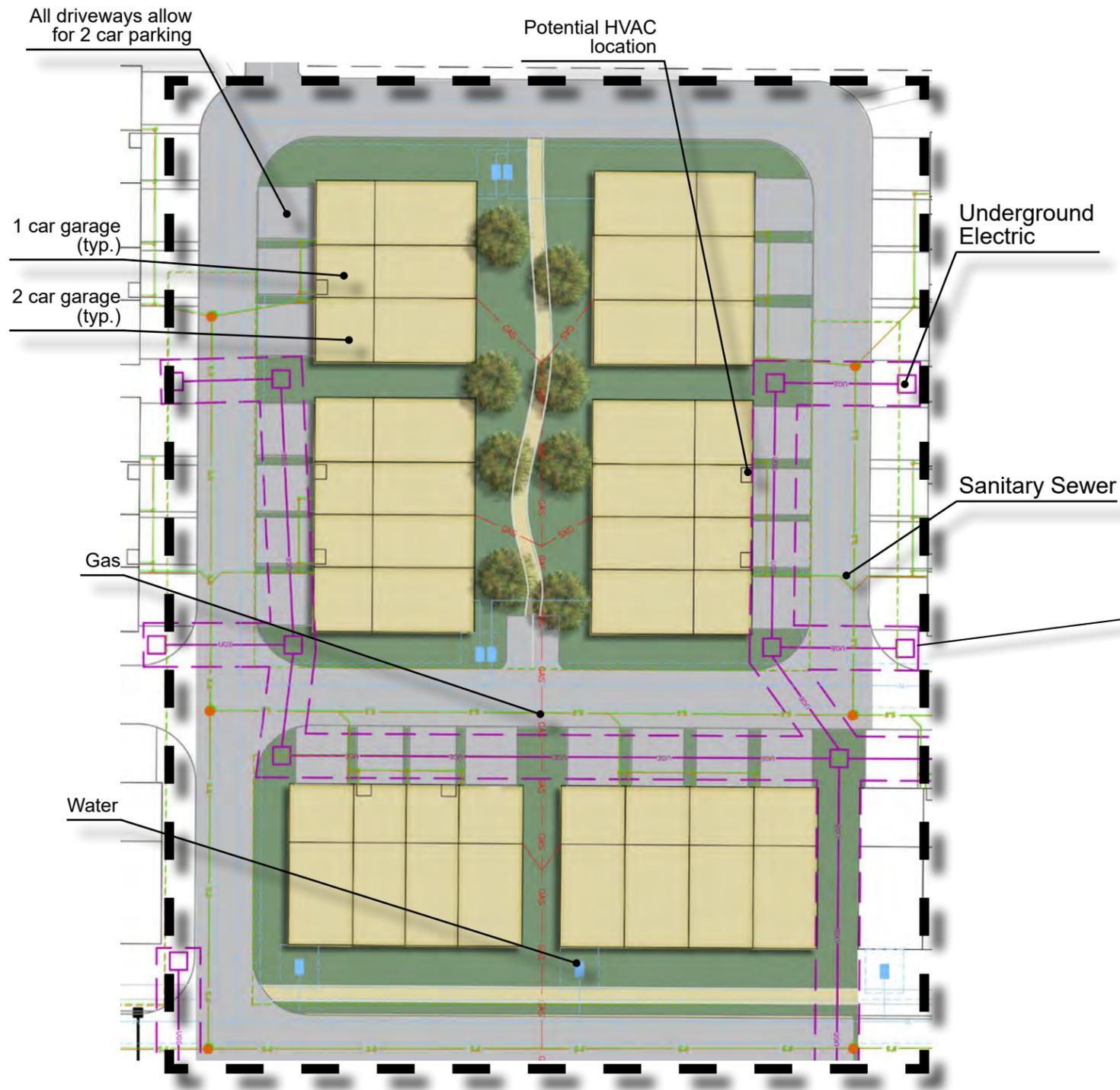
Amenitized Pond with walking trails and gazebo or shade structure

RETENTION POND

Seating areas in common green

Single Family Attached Private Street Network / Utilities Clari Park f

Example Utility Design for Single Family Attached Townhomes in Area 2





Note: All single family detached units will have 2 car garages.
All units will have a driveway to accommodate two cars.



Garage Mix Parameters: 3 unit buildings shall have no more than 1 single car garage and 4 & 5 unit buildings shall have no more than 2 single car garages. Actual building mix may vary

<i>Legend</i>	
■ 2 CAR GARAGE SINGLE FAMILY ATTACHED	100 SPACES
■ 1 CAR GARAGE SINGLE FAMILY ATTACHED	69 SPACES
■ GUEST PARKING	10 SPACES
● WRAP AROUND PORCH	
TOTAL SPACES: 179	

Note: All single family detached units will have 2 car garages. All units will have a driveway to accommodate two cars.

Garage Mix Parameters: 3 unit buildings shall have no more than 1 single car garage and 4 & 5 unit buildings shall have no more than 2 single car garages. Actual building mix may vary

Note: All single family detached units will have 2 car garages.
All units will have a driveway to accommodate two cars.

 2 CAR GARAGE + DRIVEWAY SINGLE FAMILY ATTACHED	188 SPACES
 1 CAR GARAGE + DRIVEWAY SINGLE FAMILY ATTACHED	102 SPACES
 GUEST PARKING	20 SPACES
 WRAP AROUND PORCH	
TOTAL SPACES: 310	



Single Family Attached and Detached Specifications:

Building Construction and Design

- Single family homes shall be a minimum of 1,800 square feet (heated/cooled) and have a minimum of three bedrooms. (Based on heated space and excluding garage)
- Townhomes dwelling units shall be a minimum of 1,400 square feet (heated/cooled) and have a minimum of two bedrooms. (Based on heated space and excluding garage)
- Buildings shall avoid long uninterrupted facades. Variations in the roof line including dormers and gables or wall plane shall be used to break up the mass of the building.
- Exterior details such as shutters, wall lanterns, louvers, dormers as appropriate to the architectural style shall be incorporated to add interest and richness to the front facades.
- Foundation planting landscape materials shall be provided along all four elevations as required by GDO and Murfreesboro design guidelines and front lawn areas shall be sodded per city design guidelines and GPO requirements
- Garages shall not be used for the storage of boats, recreational vehicles, trailers or equipment.
- All dwelling units with attached garages shall locate access to the garage at the rear or side of the building
- Driveways for single family homes shall be a minimum of 16' wide to accommodate two cars
- Driveways for townhome dwelling units shall be a minimum of 16' wide to accommodate two cars and 8' wide to accommodate one car. Driveways shall be a minimum depth of 20 from access drive
- The incorporation of front patios, porches, bay windows and stoops shall be encouraged and shall be permitted to extend into the front yard and side yard setback.
- The finished floor of dwellings shall be designed such that the elevation is a minimum of 18" above the adjacent exterior grade at the front of the dwelling.
- Mechanical systems and above-grade utility elements shall be located in the rear or side of dwellings whenever possible with the exception of electrical and telecommunications equipment that will be placed in designated easements.
- Any on-grade front patios must be 8' long by 6' deep with decorative fencing
- Detached single family homes shall have a minimum 2 car garage
- Attached single family homes shall have a minimum of 1 car garage
- Single-Family attached buildings that have 3 units shall have no more than 1 single-car garage per building and single-family attached buildings that have 4 and 5 units shall have no more than 2 single-car garages per building

Exterior Building Materials

- The following exterior materials shall be permitted on the exterior façade:
 1. Brick veneer – natural color or painted
 2. Cementitious and fiber cement composition siding (i.e. Hardie, Certainteed)
 3. Stone – natural or manufactured stacked stone
 4. Wood siding in limited locations or trim elements may be used if appropriate in context to the architectural style.
 5. Windows may be constructed of pre-finished aluminum, vinyl, or vinyl clad wood. Window mullions shall be provided appropriate to the architectural style.
 6. The use exposed concrete block, split-faced block, vinyl siding or corrugated metal siding shall be prohibited. Glass block is prohibited on the front elevation of dwellings. (Note: Vinyl may be used for exterior soffits and miscellaneous trim).
- The following exterior materials shall be permitted as roofing materials:
 1. Dimensional Composition Roof Shingles
 2. Metal roof in limited accent applications such as porches and bay windows if appropriate in context to the architectural style.
 3. Garage doors shall be carriage style or decorative
- All single family attached and detached units in Areas 2, 6, and 7 will be established with a horizontal property regime

f Clari Park Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7)



Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7) Clari Park f



f Clari Park Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7)

Example Side and Rear Elevations







Example Side and Rear Elevations



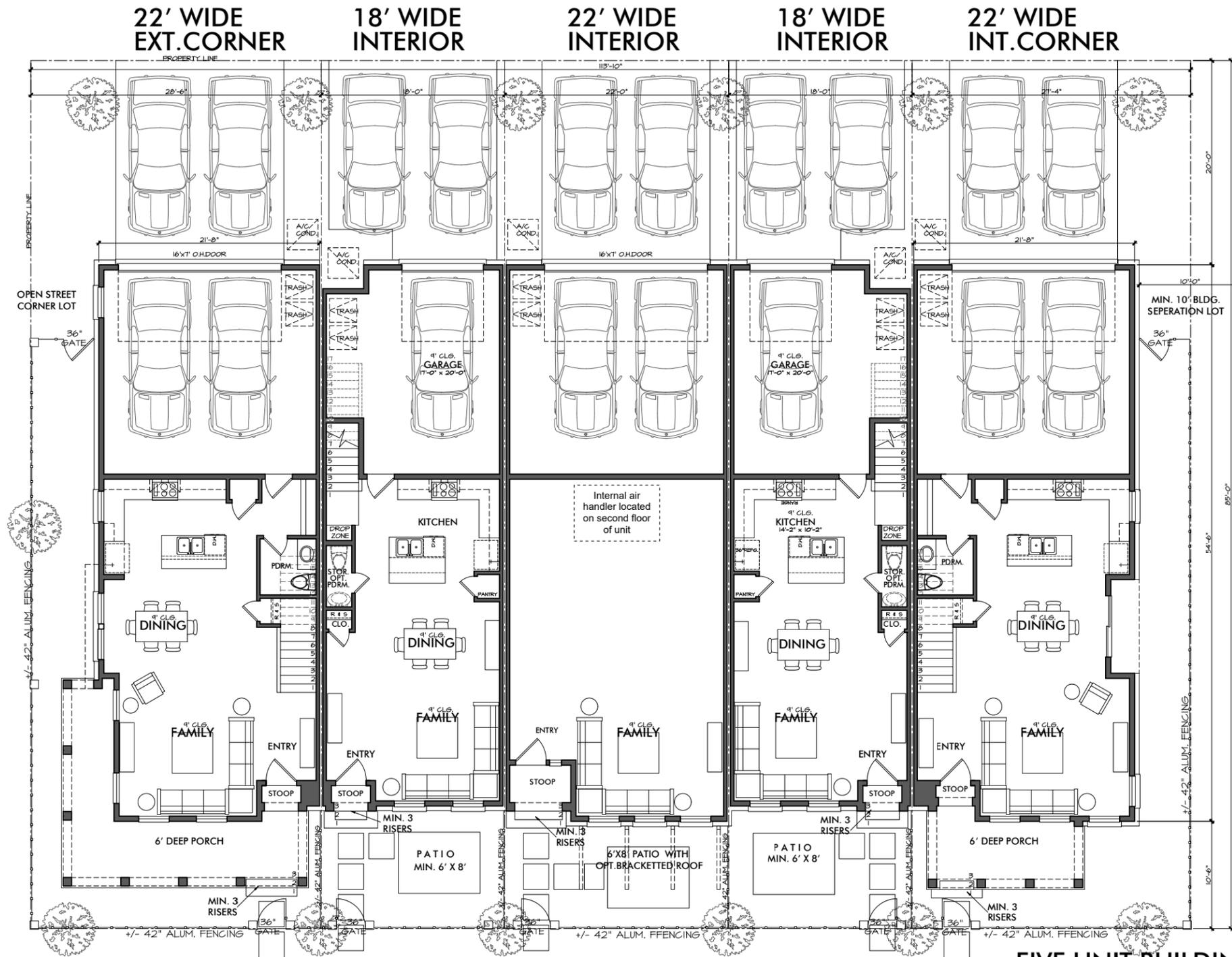
Cementitious Siding

Brick



Cementitious Siding

Decorative Garage Door

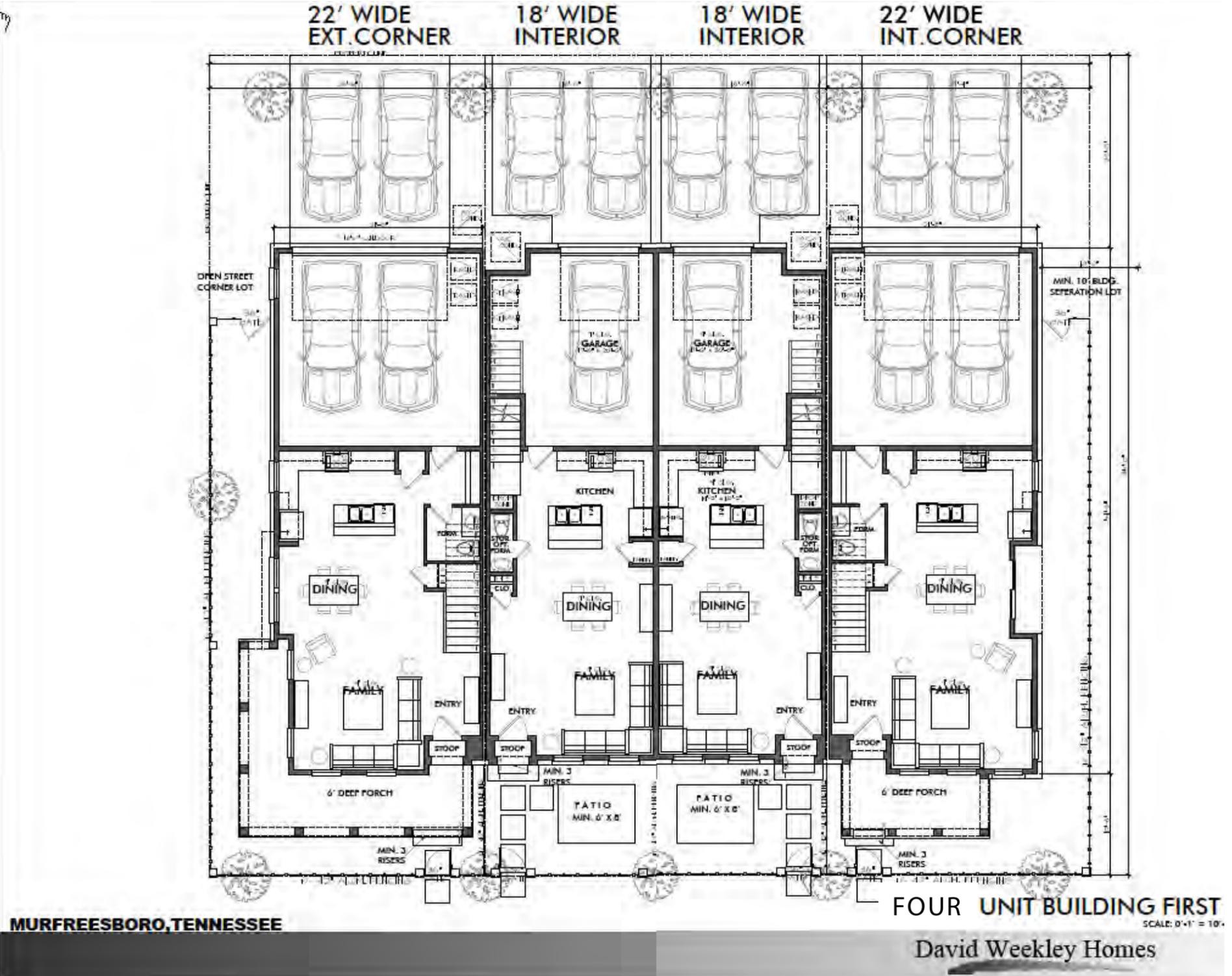


MURFREESBORO, TENNESSEE

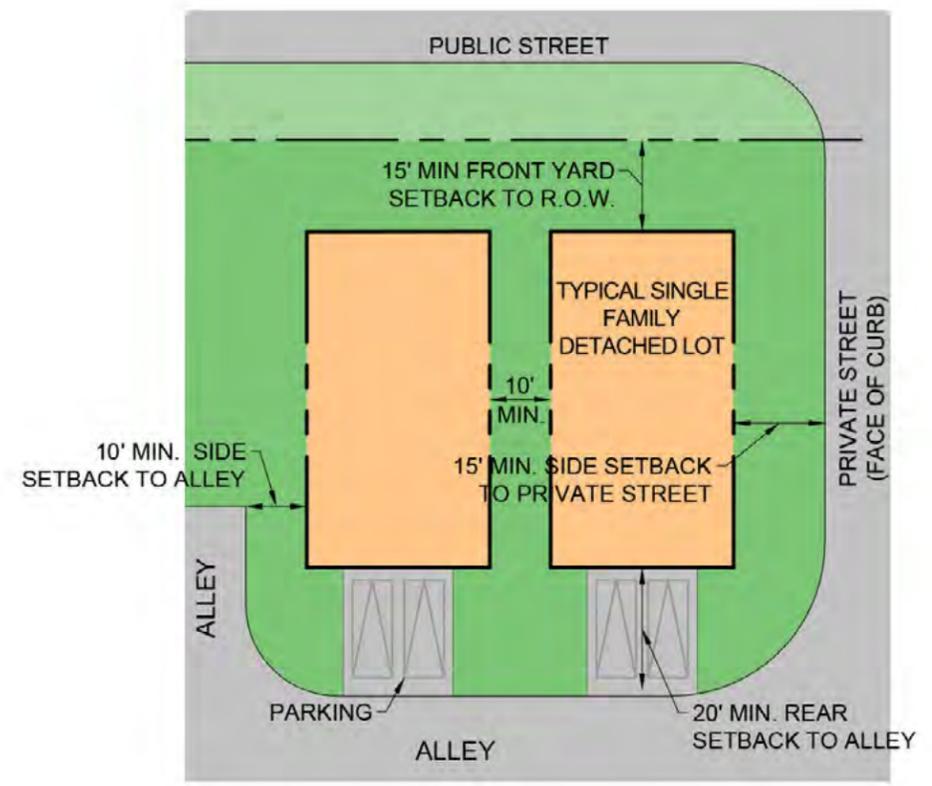
FIVE UNIT BUILDING FIRST FLOOR

SCALE: 0'-1" = 10'-0"

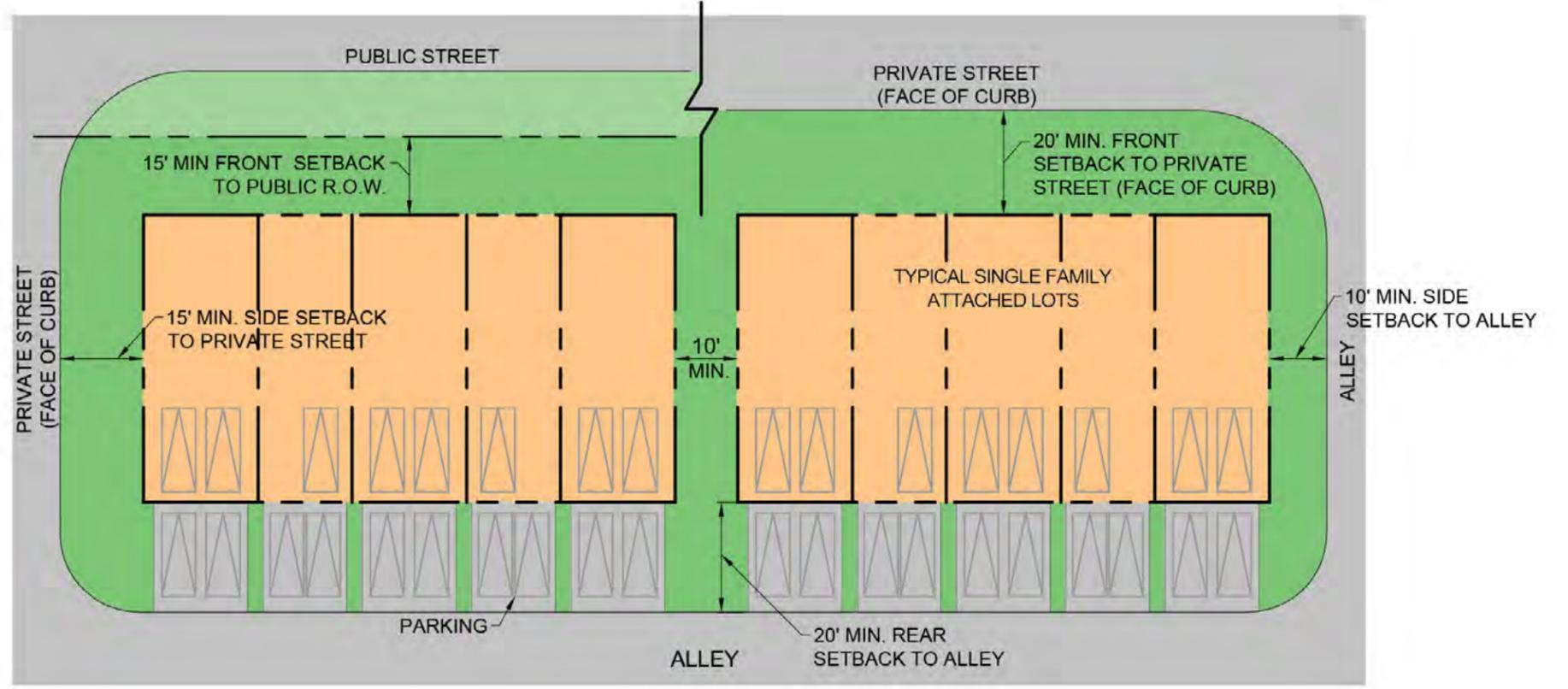
David Weekley Homes



S.F. Attached / S.F. Detached Areas 2, 6, & 7
(Front, Side, and Rear Setbacks)



Typical Single Family Detached Homes



Typical Single Family Attached Homes



Option 1: Office Layout



Option 2: Single Family Attached Residential

Parking lots more than 200 spaces shall be separated by a 20' landscape strip per GDO and design guidelines

*Note: Office shall be the promoted use for Area 7. After 3 years from the final approval of the Clari Park planned unit development / master plan, if applicant has not secured binding commitments from tenants to support viable office development for this area, then single family attached residential shall be a permitted use for Area 7. If use is Single-Family Attached, construction of site work and building in Area 7 shall not commence until three years from City Council approval of the Clari Park Master Plan (master utilities, master stormwater system and mass grading are exempt from construction start provision). Permitting shall be permitted to proceed prior to three years from the Clari Park Master Plan approval.



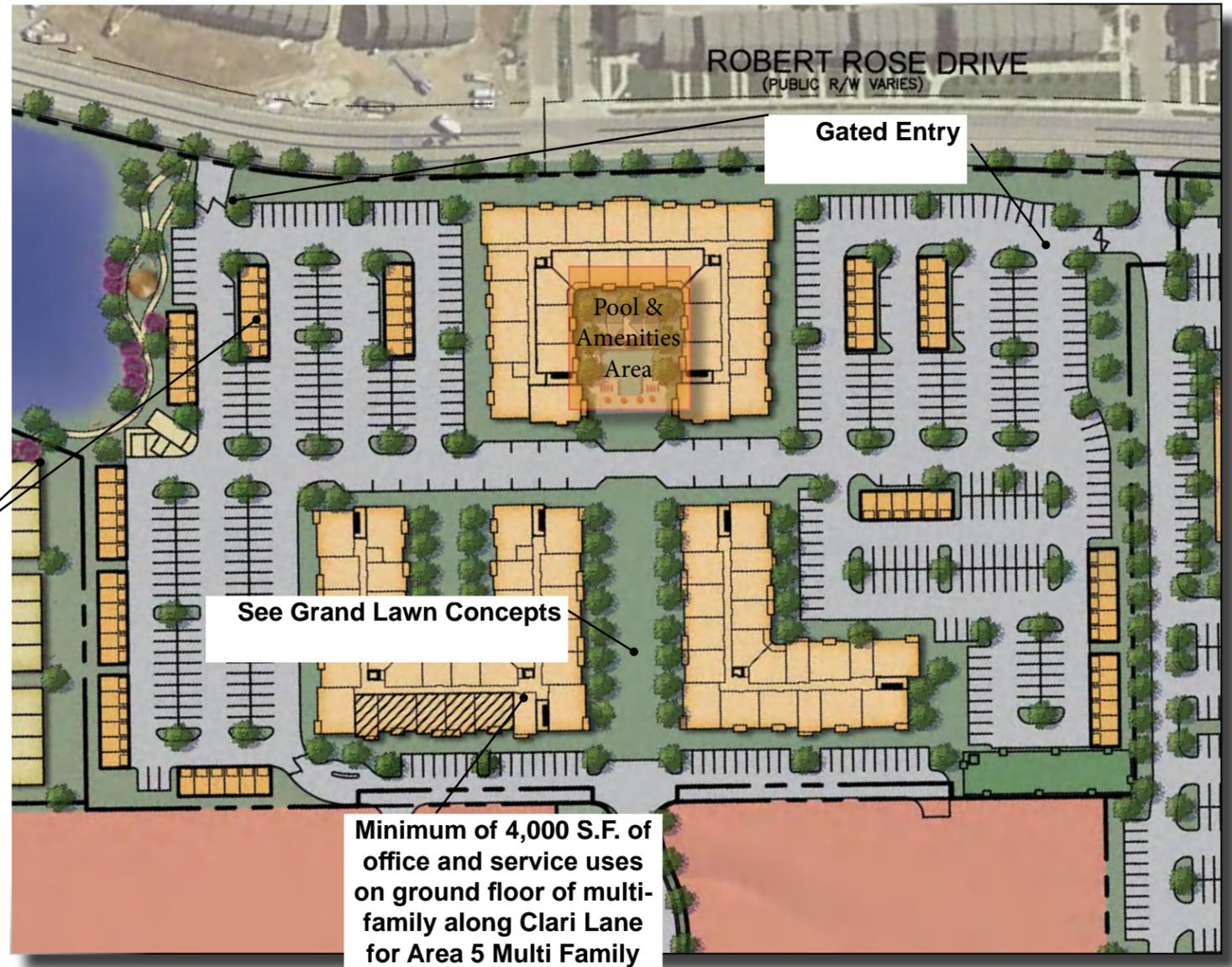
*Note: Commercial uses material palette referenced on page 29 and 52 should be applied to office use.

Area 5 (Multi Family Residential - Mixed Use)

Area 5 is at the center of the Clari Park Master Plan and is appropriate for a high density use that takes full advantage of the surrounding Gateway infrastructure and promotes a highly valued development. Standards for architectural height and mass allow for large signature buildings. Buildings in Area 5 are arranged to create centralized open space with social programming, recreational opportunities and leisure amenities. These spaces are designed to become the heart of social activity for the residential multi family component of Clari Park. Area 5 has good opportunities to consider shared use parking for a mixture of uses and adjoining areas. Area 5 is proposed as predominantly multi-family use with a vertically integrated mixture of limited office and service use.



Area 5 Enlargement



Stand-alone Garages

Parking lots with more than 200 spaces will be separated by 20' landscape strips per GDO and design guidelines





Multi-Family Attached Specifications:

Building Construction and Design

- Buildings shall avoid long uninterrupted facades. Variations in the roof line or wall plane shall be used to break up the mass of the building.
- Detached garages shall be permitted and shall count toward meeting the required parking per the Zoning Code. The architecture of the detached garages shall reflect the architectural style of the primary structure.
- The incorporation of exterior balconies shall be encouraged. Balcony railings shall be aluminum, metal or stainless steel cable-stayed construction.
- Metal and canvas awnings shall be permitted to extend in to the front and side building setback.
- Foundation planting landscape materials shall be required on all four sides and all lawn areas shall be sodded.
- Mechanical systems and above-grade utility elements shall be located on the rooftop or in the rear or side of dwellings whenever possible with the exception of electrical and telecommunications equipment that will be placed in designated easements.
- Roof top mechanical equipment shall be screened by parapet walls.

Exterior Building Materials

- The following exterior materials shall be permitted on the exterior façade:
 1. Brick – natural color or painted
 2. Cementitious composition siding
 3. Stone – natural or manufactured stacked stone
 4. Wood siding in limited locations or trim elements may be used if appropriate in context to the architectural style.
 5. The use exposed concrete block, split-faced block, vinyl siding or corrugated metal siding shall be prohibited. (Note: Vinyl may be used for exterior soffits and miscellaneous trim).
- The following exterior materials shall be permitted as roofing materials:
 1. TPO single-ply roofing membrane
 2. Dimensional composition roof shingles
 3. Metal roof in limited accent applications such as porches and bay windows if appropriate in context to the architectural style.



Multi-Family Attached Specifications:

It is recognized that new materials and new uses for materials will continue to be developed. Materials not specifically approved herein may be considered for use on buildings if samples and supporting information are provided to the Planning Staff and the Planning Commission for consideration.

Architectural standards set forth in the Murfreesboro Design Guidelines and GDO requirements referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be taken into account and the project will meet GDO and Murfreesboro design guidelines.





Minimum of 4,000 square feet of office space on ground floor of apartments for multi-family in Area 5 will integrate with residential uses to create a mix of uses along Clari Lane.



These photographic examples depict general concepts of building architectural character in Area 5. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

The Multi-Family For-Rent Residential at Clari Park (Area 5) shall include a comprehensive amenity program for the residents. Elements of the amenity program shall include:

- Exterior resort pool with a large colored concrete or paver deck area designed with open air and shaded seating areas;
- Exterior gathering areas that incorporate fire pits, grills, and outdoor games;
- A dog park with a water and wash down station;
- Over 6,500 square feet of interior amenity areas in Area 5 will be provided. They will include a resident lounge that connects directly to the pool area, fitness facility with full complement of aerobic and strength equipment, a spin and yoga studio, a dog care room, conference rooms, and work spaces.



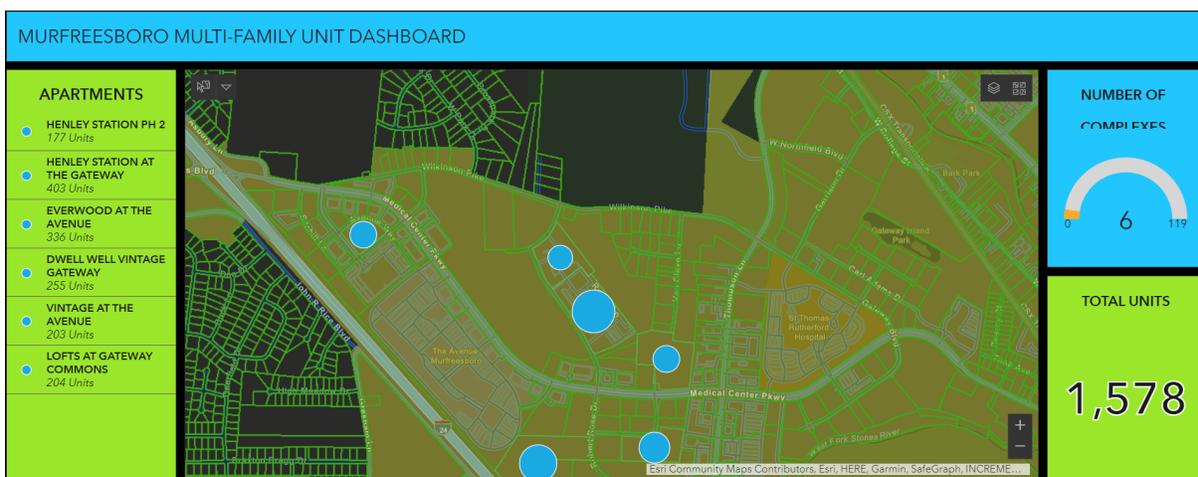
**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 5, 2021**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 3.b. Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 (Clari Park), Hines Acquisitions LLC applicant.**

Introduction

The subject property is located along the north side of Medical Center Parkway, south of Wilkinson Pike, east of Greshampark Drive and west of Robert Rose Drive (Tax Map 079 Group 094.00). The property consist of 77.8 acres and is zoned MU (Mixed Use District), GDO-1 and GDO-2. The properties to the north are in the unincorporated area of Rutherford County and are mostly developed, single-family lots. The Stones River National Battlefield is to the northeast of the subject property. Properties to the west and south are developed, commercial properties and include the Chamber of Commerce, the convention center and the Avenue Lifestyle center. Henley Station apartments and The Villages of Murfreesboro retirement and assisted living facility are contiguous to the subject area. The Villas at Indian Creek and Manson Pike Crossing are two large townhome developments located in the GDO. Gateway Village located on North Thompson Lane is a mixed-use development that includes residential condominiums. The GDO currently has 2,806 apartments units available or under construction with 1,578 of those units on the east side of I-24, as shown on the following map.



Background

Reapplication when denied

An application to rezone this property from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 was made last year (file 2020-409 Clari Park). After review, deferral and then a recommendation of approval from the Planning Commission, the application went before the City Council. After considering the zoning map amendment, the City Council denied the requested rezoning. The Murfreesboro Zoning Ordinance states that:

(G) Reapplication when denied. If an application for an amendment to the zoning ordinance or zoning map is denied by the Council or is withdrawn by the applicant after a first reading of the proposed ordinance by the Council, a reapplication pertaining to the same property and requesting the same amendment may not be filed within eighteen months of the date final action was taken on the previous application or the date it was withdrawn unless such reapplication is initiated by the Department, Commission or authorized by the Council. An applicant may not withdraw the application after the notice of public hearing before the Council has been published in the local newspaper, without the permission of the Mayor and Council. [excerpted from Zoning Ordinance Sec. 6(G)]

It is the Development Services Director and the Planning Director's opinion that the differences between the overall plan in this application and the plan contained in the application rejected by City Council on October 22, 2020, are sufficient to exempt this plan from the 18-month limitation in Zoning Ordinance Sec. 6(G), and asks that the Planning Commission concur. In the alternative, Staff asks that the Planning Commission recommend that City Council authorize the consideration of this plan in accord with the provisions of Section 6(G).

Zoning:

In December of 2013 the City initiated rezoning of the subject property from OG (General Office District) and RS-15 (Single-family, Residential District) to the newly created MU district. A portion of the properties along Wilkinson Pike remained zoned RS-15. In 2017, the City Council approved a request made by the property owner to rezone the remaining segment of RS-15 property to MU and to remove the Wilkinson Pike buffer from the property.

Wilkinson Pike Buffer/ Landscape Berm

The Wilkinson Pike buffer is a 100-foot wide area that extends along the south side of Wilkinson Pike and was placed on this property when the Gateway Design Overlay District was established in 2004. It serves as a transition point between residents across the street and the national park by restricting development and by increasing the minimum building setback to 100-feet or more. In an effort to alleviate concerns with the removal of the Wilkinson Pike Buffer in this area, the property owner volunteered to place restrictive covenants on the property which required a landscaped berm along

Wilkinson Pike to be completed during the next growing season (fall 2017). These restrictive covenants were recorded and presented to the City Council prior to the final reading of the ordinance.

During the public hearing on October 22, 2020, City Council expressed concern that the landscaped berm along Wilkinson Pike had not been installed despite assurances made by the property owner’s representatives in 2017. The Planning Commission approved plans for the landscaped berm on September 20, 2017, and again on March 3, 2021. The City Council recently approved an *Amended Agreement for Landscape Buffer and Easement (Wilkinson Pike)* which must be signed by the Mayor and recorded in the Deed Records. The contractor has begun work on the berm.

Mixed Use district

The Mixed Use district permits various types of commercial, office and institutional uses and incorporates some multi-family. A few years after the creation of the MU district in 2013, the Murfreesboro City Council became aware that it was becoming consumed by multi-family uses, the only type of residential use permitted in the MU district. City Council asked staff to draft a Zoning Ordinance amendment that protected the mixed-use vision for this area and requires it to develop with primarily commercial, office and institutional uses. The following was adopted:

In developments consisting of 10 or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than 25% of developable land area. In developments consisting of fewer than 10 acres in the MU zoning district, the use “dwellings, multiple-family shall constitute no more than 50% of developable land area.

The Clari Park PUD proposes to utilize approximately 39% of the land for commercial purposes, approximately 30% as townhomes and single-family detached and approximately 25% as apartments with 8,000 square feet first floor commercial space.

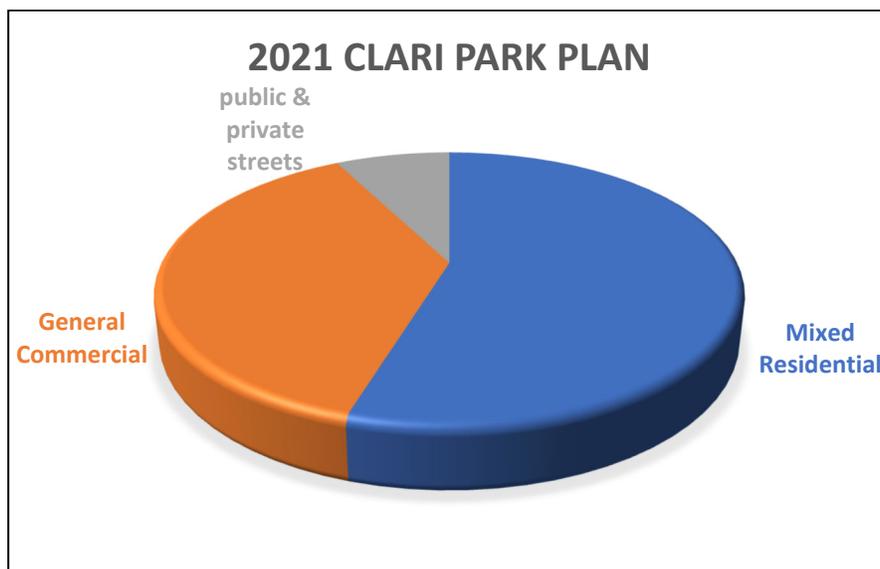


CHART 1- GRAPHIC COMPARISON OF LAND-USE CATEGORIES

Clari Park PUD & CH- 2021 version

Clari Park Planned Unit District- 47.3 acres and CH- 29.3 acres

The Clari Park PUD is a 77.8 acre development, consisting of single-family attached (townhomes), single-family detached, multi-family apartments and commercial outparcels. The project is divided into 7 distinct areas. In total, the plan proposes a 708 residential units which is broken down to a maximum of 488 multi-family dwelling units, 182 townhomes, and 38 single-family detached lots. If the property were to remain zoned MU, then approximately 488 dwelling units would be permitted (25 du/acre on 25% of 77.8 acres). Approval of this zoning plan would also necessitate an amendment to the approved Master Plan for these properties.

To understand the 2021 version of the Clari Park PUD, it is helpful to understand what has changed from the 2020 version. Below are a few charts and graphs to help illustrate the similarities and differences between plans. Essentially, the 2021 version has 182 less dwelling units, leading to a decrease in density, it introduces single-family detached homes as an option, redistributes the amount of acreage devoted to particular uses, and changes the phasing of Area 4 from phase three to phase two. The 2021 version of the plan also eliminates the “stacked flats” or condominium options previously available.

	2020 Clari Park	2021 Clari Park	Difference
Apartment units	600	488	112
Townhome units	290	182	108
Single-Family units	0	38	-38
Total d.u.	890	708	182

TABLE 1- DIFFERENCES BETWEEN NUMBER OF DWELLING UNITS

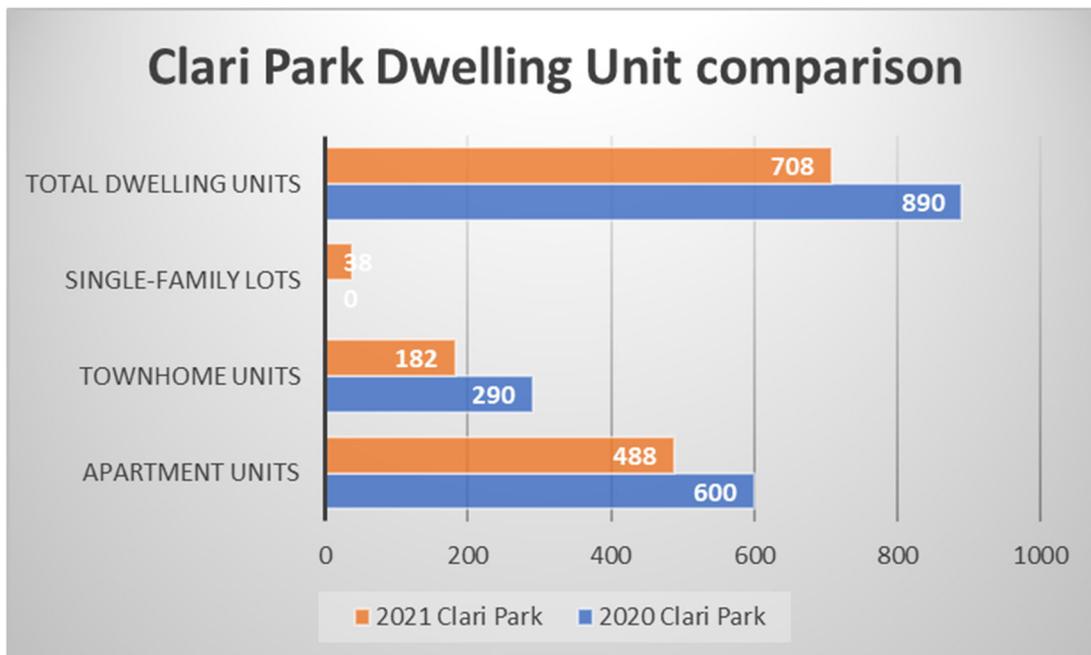


CHART 2- COMPARISON OF CHANGES IN DWELLING UNIT COUNT

2021 Clari Park		Acres	Dwelling Units	Density DU/acre	Phase
Area 1	CH	5.5	0	N/A	PHASE 1
Area 2	Townhomes & Single-family detached (PUD)	17	155	9.1	
Area 3	CH	15.8	0	N/A	
Area 4	CH	8	0	N/A	PHASE 2
Area 5	Multi-family apartments & commercial (PUD)	10.9	280	25.7	
Area 6	Townhomes & Single-family detached (PUD)	6.4	65	10.2	PHASE 3
Area 7	Multi-family apartments OR commercial (PUD)	8.5	208	24.5	

TABLE 2- 2021 CLARI PARK DATA

2020 Clari Park		Acres	Dwelling Units	Density DU/acre	Phase
Area 1	CH	8	0	0	PHASE 1
Area 2	Townhomes (PUD)	15.8	165	10.4	
Area 3	CH	15.8	0	0	
Area 5	Multi-family apartments & commercial (PUD)	9.3	305	32.8	PHASE 2
Area 4	CH	6.7	0	0	PHASE 3
Area 6	Townhomes or multi-family condominiums (PUD)	8.3	125	15.1	
Area 7	Multi-family apartments & commercial (PUD)	10.1	295	29.2	

TABLE 3- 2020 CLARI PARK DATA

The commercial portions of this plan are unknown at this time, therefore the application is to rezone these properties from MU to CH, while remaining within the GDO-1 and GDO-2 overlays. Although they could develop under the existing MU district, the applicants want to demonstrate they do not wish to allow any additional residential uses on these properties- MU district allows multi-family by right while CH prohibits residential uses altogether. Approximately 29.3 acres is proposed to be zoned CH, which potentially may result in 8 commercial outparcels along Medical Center Parkway, 7 lots along Clari Lane and 1 along Silohill.

Transportation & Drainage:

Staff from the Public Infrastructure Department have requested the applicants provide an updated Traffic Study in order to provide comments and feedback regarding the project. Similar to the initial plan, the applicants are requesting to phase the public infrastructure work, utilities extensions, and rights-of-way extension. Staff also met with the design team to discuss opportunities for street improvements that can improve the traffic operations of the streets. Some of these improvements include turn-lane improvements, additional turn lanes and pedestrian connections.

The development team is currently working with City Engineering to evaluate the best storm drainage solutions for the site. Any on site or off-site storm drainage solutions proposed will be reviewed and approved by city staff.

Exceptions

The ordinance approving the planned development may provide for such exceptions from the non-overlay district zoning regulations governing use, density, area, bulk, parking, and such Subdivision Regulations as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the ordinance approving a planned development contains a clear statement of exceptions to them, the standards and criteria of the district zoning regulations (non-overlay) will apply to all planned developments. The only exceptions to overlay district regulations permitted in a planned development are exceptions, in the Battlefield Protection District zone and the Gateway Design Overlay District zone, to a building height, a setback, or a landscaping requirement.

The PUD program book requests several exceptions and is found on page 16 of the pattern book.

Exception

1. Requesting "Single Family Attached" Residential and "Single Family Detached" Residential Use be permitted (Not currently permitted in underlying MU zoning).
2. Requesting exception to maximum 25.6 units per acre density requirement for area 5. The average residential density allowed for the overall master plan for residential parcels in Clari Park is approximately 16.6 units per-acre.

3. Request adjustment to parking ratio requirement for 1-bedroom residential multifamily units of 1.5 spaces per bedroom to 1.1 per bedroom and removal of parking requirement for up to 10,000 sf of office space on first floor of each Multifamily project.
4. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.
5. Porches, stoops, and bay windows may extend into setbacks.

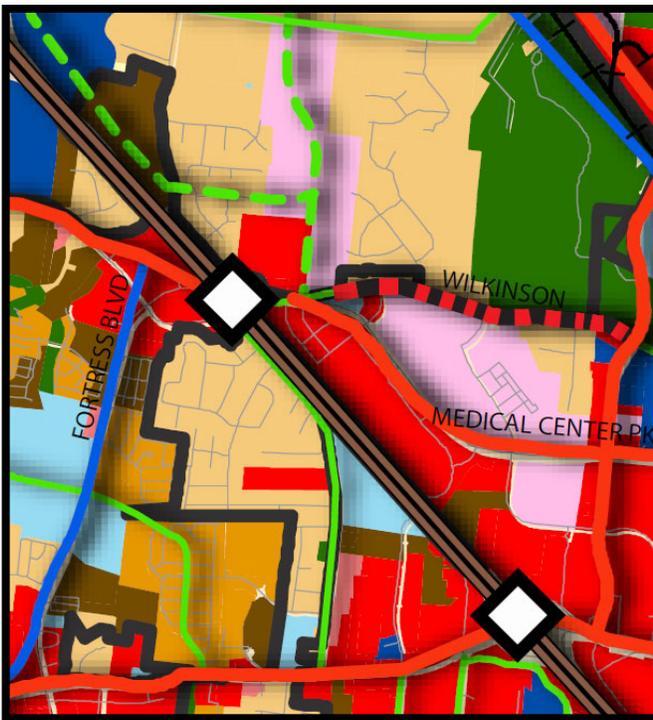
Future Land Use Map

The *Murfreesboro 2035 Future Land Use Map* indicates that Urban Commercial/ Mixed-Use Character (UC) is most appropriate for the subject property.

This designation allows a broad range of commercial, office and high density residential uses and public spaces serving surrounding neighborhoods, commercial / professional business parks and visitors from nearby communities.

If the property develops as a mixed-use development, it will be consistent with the UC character.

Future Land Use Map



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

Recommendation:

The applicant held a public hearing at Murfreesboro Fire Station #4 on Tuesday, April 6, 2021.

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

1. the proposed land use will be compatible with the surrounding land uses and will create a balance of mixed uses with a strong management regime;
2. the proposed development will contribute to the vitality of the area by adding home ownership options within the Gateway Design Overlay District,
3. the development quality is generally in conformance with the GDO district standards in the *Murfreesboro Zoning Ordinance* as well as with the standards of the *Murfreesboro Design Guidelines*,
4. the zoning request is generally consistent with the recommendations of the *Future Land Use Map*

The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council. A copy of the revised Clari Park pattern book and Traffic Impact Study have been included with the staff report.

TRAFFIC IMPACT STUDY

for

Clari Park Development

City of Murfreesboro, Tennessee

March 25, 2020

Updated March 29, 2021

Updated April 28, 2021

Prepared for:

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EXECUTIVE SUMMARY

INTRODUCTION

The Clari Park development site is located to the east of Medical Center Parkway between Greshampark Drive and Robert Rose Drive in the City of Murfreesboro, Tennessee. The site will consist of a mix of residential, office, retail, hotel, and other commercial uses. The study area of this report is bound by Medical Center Parkway, Greshampark Drive, Wilkinson Pike, and Robert Rose Drive.

SITE TRAFFIC

CLARI PARK								
TRIP GENERATION SUMMARY								
Land Use	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Single Family Detached Housing	36 homes	406	7	23	30	24	14	38
Townhomes (Low-Rise)	186 units	1,622	23	78	101	75	44	119
Apartments (Mid-Rise)	280 units	1,524	24	70	94	73	46	119
Hotel	240 rooms	2,283	68	47	115	79	75	154
Bowling Alley	49,000 sf	-	38	2	40	35	19	54
General Office	100,000 GSF	1,061	103	17	120	18	96	114
Medical Office	15,000 sf	489	32	9	41	15	38	53
Convenience Market w/Gas Pumps	4,700 GSF (Pass-By Trip %)	2,934	95	96	191	116	116	232
		60%	63%	63%	63%	66%	66%	66%
Furniture Store	10,000 GSF	98	2	1	3	3	3	6
Drive-in Bank	14,000 sf	1,277	77	56	133	143	143	286
Fast Casual Restaurant	11,667 GSF	3,677	14	10	24	91	74	165
Quality Restaurant	11,667 GSF	978	5	4	9	54	37	91
High-Turnover (Sit-Down) Restaurant	11,666 GSF	1,309	64	52	116	71	43	114
Unadjusted Total Trip Generation		17,658	552	465	1,017	797	748	1,545
Internal Trip Reduction %		15%	15%			20%		
Internal Trips		2,649	83	70	153	159	150	309
Adjusted Total Trip Generation		15,009	469	395	864	638	598	1,236
Pass-By Trips (from Convenience Store) (Trip Generation x Pass-By Trip % x Internal Trip Reduction %)		1,496	51	51	102	61	61	122
Adjusted Total Primary Trip Generation		13,513	418	344	762	577	537	1,114
Source: ITE Trip Generation Manual, 10 th Edition								

CONCLUSIONS AND RECOMMENDATIONS

Medical Center Parkway at Greshampark Drive

- The extension of Willowoak Trail as part of Clari Park provides an additional connection between Medical Center Parkway and Wilkinson Pike that will allow traffic flow at this intersection to continue to be characterized by level of service D during the a.m. and p.m. peak hours. No improvements are recommended at the intersection due to the improvement that is provided by the construction of the Willowoak Trail extension.

Medical Center Parkway at Willowoak Trail

- The new east approach of Willowoak Trail to Medical Center Parkway should include one westbound right turn lane, one westbound through lane, two westbound left turn lanes, and two eastbound lanes to receive the double left turn lanes from Medical Center Parkway. A median should be included so that the through lanes on Willowoak Trail are aligned on each side of the intersection. The minimum length of the westbound left and right turn lanes should be 150 feet with minimum taper lengths of 150 feet.
- The existing pavement provided for the southbound left turn lanes on Medical Center Parkway is appropriate to accommodate the left turn movement needs. The pavement markings should be modified to provide southbound double left turn lanes on Medical Center Parkway with 225 feet of storage and a taper length of 175 feet.
- The existing pavement markings on the west approach of Willowoak Trail should be modified to remove the channelization between the left turn lanes and right turn lane and provide a through lane to the extension of Willowoak Trail.
- A continuous northbound right turn lane should be constructed on Medical Center Parkway along the frontage of Clari Park. To be consistent with similar improvements on Medical Center Parkway, the continuous right turn lane should extend approximately 950 feet and ending prior to the next upstream signalized intersection at Honeylocust Lane.
- Traffic signal modifications will be required as part of the new approach of Willowoak Trail. The signal modifications should include the new pole and mast arm for the westbound approach signal heads and other components required to ensure a fully operational traffic signal. New timings for the intersection will also be required with the traffic signal modification plan.

Medical Center Parkway at Honeylocust Lane

- The new east approach of Honeylocust Lane to Medical Center Parkway should include one westbound right turn lane, one westbound through lane, two westbound left turn lanes, and two eastbound lanes to receive the left turn lanes lane from Medical Center Parkway. A median should be included so that the through lanes on Honeylocust Lane are appropriately aligned on each side of the intersection. The minimum length of the westbound left and right turn lanes should be 150 feet of storage with minimum taper lengths of 150 feet.
- The existing pavement provided for the southbound left turn lanes on Medical Center Parkway is appropriate to accommodate the left turn movement needs. The pavement markings should be

modified to provide southbound double left turn lanes on Medical Center Parkway with 225 feet of storage and a taper length of 175 feet.

- The existing pavement markings on the west approach of Honeylocust Lane should be modified to remove the channelization between the left turn lanes and right turn lane and provide a through lane to the extension of Honeylocust Lane.
- A continuous northbound right turn lane should be constructed on Medical Center Parkway along the frontage of Clari Park. To be consistent with similar improvements on Medical Center Parkway, the continuous right turn lane should extend approximately 890 feet and tie to the existing continuous right turn lane that ends at the Redstone Federal Credit Union access.
- Traffic signal modifications will be required as part of the new approach of Honeylocust Lane. The signal modifications should include the new pole and mast arm for the westbound approach signal heads and other components required to ensure a fully operational traffic signal. New timings for the intersection will also be required with the traffic signal modification plan.
- With the connection provided by the extension of Willowoak Trail to Robert Rose Drive and the expected levels of service along Willowoak Trail and Robert Rose Drive, the extension of Honeylocust Lane is not required to connect through Clari Park to Robert Rose Drive. Appropriate local network connectivity is provided by Willowoak Trail and Robert Rose Drive.

Medical Center Parkway at Maplegrove Drive

- No improvements or traffic control modifications are recommended at the intersection of Medical Center Parkway and Maplegrove Drive.

Medical Center Parkway at Robert Rose Drive

- No improvements or traffic control modifications are recommended at the intersection of Medical Center Parkway and Robert Rose Drive.

Wilkinson Pike at Greshampark Drive

- The City of Murfreesboro's planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.

Wilkinson Pike at West Park Drive / Clari Park Access #2

- The City of Murfreesboro's planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.
- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

- The access to Clari Park at this location may be a gated access. The Clari Park Master Plan pattern book (page 34) states “Access design subject to review and approval by Murfreesboro Planning Commission during site plan approval” for this location in the residential garden district.
- Based on discussions with City staff, left turn lanes will be constructed on Wilkinson Pike at West Park Drive and the proposed access to Clari Park with the improvements being for a local road section and brought to the top of binder. The City will complete the surface course of asphalt as part of an upcoming resurfacing project on Wilkinson Pike.
- Traffic volumes at this intersection are not forecasted to satisfy traffic signal warrants even after full build-out of Clari Park. However, a 50-ft. easement would be needed on the project access if a signal were to be installed by others in the future.

Wilkinson Pike at Willowoak Trail

- The City of Murfreesboro’s planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.
- Based on discussions with City staff, a left turn lane will be constructed on Wilkinson Pike at Willowoak Trail with the improvements being for a local road section and brought to the top of binder. The City will complete the surface course of asphalt as part of an upcoming resurfacing project on Wilkinson Pike.

Willowoak Trail at Robert Rose Drive

- No improvements or traffic control modifications are recommended at the intersection of Willowoak Trail and Robert Rose Drive.

Robert Rose Drive at Grassington Street / Clari Park Access #7

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

Robert Rose Drive at Marylebone Street / Clari Park Access #8

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

Robert Rose Drive at Sculling Street / Clari Park Access #9

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

Greshampark Drive at Clari Park Access #1

- A minimum of one access to Clari Park from Greshampark Drive should be provided south of Wilkinson Pike. Access to the section of Clari Park on the southeast corner of Greshampark Drive and Wilkinson Pike should include two lanes for traffic exiting the site and one lane for traffic entering the site.
- The location of this access will be determined at the site plan level and will be subject to review and approval by the Murfreesboro Planning Commission at that time. Pavement marking modifications on Greshampark Drive that may be necessary due to the location of the access will be provided as part of the site plan.

Willow oak Trail at Clari Park Access #3 and #4

- Clari Park Access #3 to the north side of Willow oak Trail at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.
- Clari Park Access #4 to the south side of Willow oak Trail at this intersection should include two lanes for traffic exiting the site and one lane for traffic entering the site.
- One eastbound lane on Willow oak Trail can be a right turn only lane into Clari Park.
- The approaches of Clari Park Access #3 and #4 will be stop-controlled at this intersection. Stop control will not be placed on the Willow oak Trail approaches to this intersection.

Honeylocust Lane at Clari Park Access #5, #6, and #11

- Honeylocust Lane is proposed to intersect Clari Lane approximately 400 feet east of Medical Center Parkway. The proposed intersection should include a minimum of two lanes on each approach of Clari Lane and Clari Park access drives to provide one lane for traffic entering the intersection and one lane for traffic exiting the intersection. Additional lanes may be provided on the approach of Honeylocust Lane to the intersection to align with the intersection at Medical Center Parkway.
- The approaches of Clari Park Access #5, #6, and #11 will be stop-controlled at this intersection to prioritize the flow of traffic away from the intersection of Medical Center Parkway and Honeylocust Lane. Stop control will not be placed on the Honeylocust Lane approach to this intersection.

Willow oak Trail at Clari Park Access #10

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

I. INTRODUCTION

The purpose of this study is to analyze the transportation related impacts of Clari Park, a mixed-use development along Medical Center Parkway in the City of Murfreesboro, Tennessee. The development will include residential, office, retail, hotel, and other commercial uses. This report has been requested by City of Murfreesboro staff as part of the development process.

In order to evaluate the development, an inventory of the existing transportation system was carried out, along with an assessment of its adequacy. Based on the project schedule, a build-out horizon year was established, and future traffic growth was added to existing traffic volumes. Transportation analyses were performed to assess any site or non-site related impacts on the roadway. Finally, recommendations for roadway improvements and/or transportation system improvements were offered.

II. PROJECT DESCRIPTION

A. Proposed Development

As shown in Figure 1, Clari Park is located to the east of Medical Center Parkway between Greshampark Drive and Robert Rose Drive in the City of Murfreesboro, Tennessee. The study area of this report includes Medical Center Parkway, Greshampark Drive, Wilkinson Pike, and Robert Rose Drive. Clari Park will be a mixed-use development with the planned densities and land uses shown below.

- Single Family Homes – 36 homes
- Townhomes – 186 units
- Apartments – 280 units
- Hotel – 240 rooms
- Office – 100,000 square feet
- Medical Office – 15,000 square feet
- Convenience Store with Gas Pumps – 4,700 square feet
- Furniture Store – 10,000 square feet
- Drive-In Bank – 14,000 square feet
- Restaurant – 35,000 square feet

The Master Plan for Clari Park is shown in Figures 2A and 2B.

B. Site Access

Access to Clari Park is proposed from Medical Center Parkway, Robert Rose Drive, Greshampark Drive, Willowoak Trail, and Wilkinson Pike.

The following existing roadways will be extended to provide access to Clari Park.

- **Willowoak Trail** begins at Avenue Way and ends at Wilkinson Pike with a total planned length of 2,600 feet. Currently, the portion of Willowoak Trail between Medical Center Parkway and Robert Rose Drive, approximately 1,300 linear feet, is not constructed. This portion of Willowoak Trail passes through the Clari Park site and will be constructed as part of the Clari Park development.
- **Honeylocust Lane** begins within the Avenues development, intersects Avenue Way and ends at Medical Center Parkway with a total length of 1,100 feet. Honeylocust Lane will be extended into Clari Park and will end approximately 400 feet east of Medical Center Parkway to provide access to Clari Park.

Table 1 below provides a summary of the Clari Park access locations grouped by the existing road that will be accessed.

TABLE 1					
ACCESS LOCATION SUMMARY					
Access Name	Location	Public or Private	Control	Spacing to Adjacent Driveway/Intersection	Width
Greshampark Drive ⁽¹⁾					
Access #1	South of Wilkinson Pike	Private	Stop	To be determined at site plan phase	
Wilkinson Pike					
Access #2	Existing Intersection	Private	Stop	Aligns with West Park Drive	24 ft.

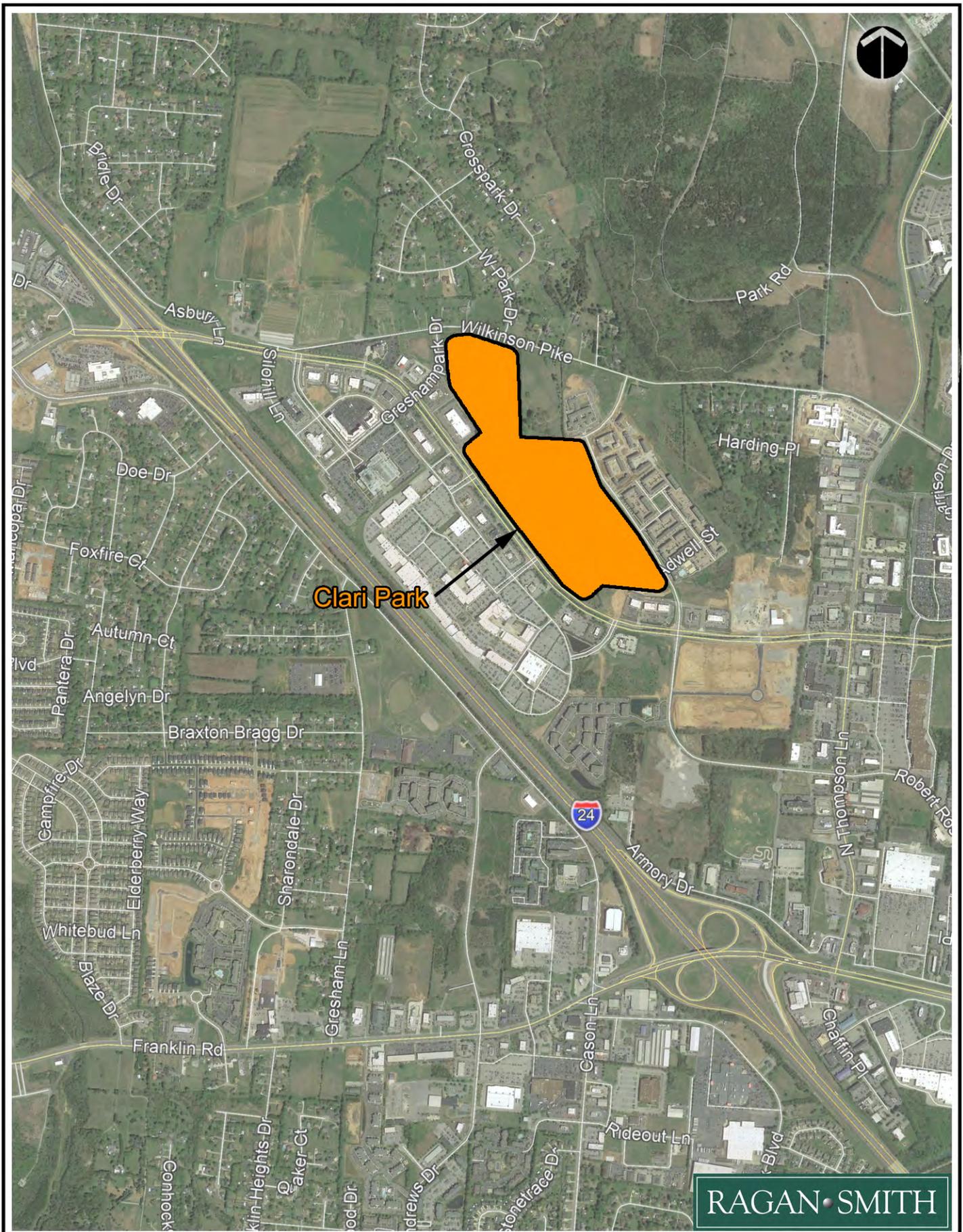
TABLE 1					
ACCESS LOCATION SUMMARY					
Access Name	Location	Public or Private	Control	Spacing to Adjacent Driveway/Intersection	Width
Willowoak Trail					
Access #3	North side, 400 ft. east of Medical Center Pkwy	Private	Stop	400 feet, aligns with Access #4	24 ft.
Access #4	South side, 400 ft. east of Medical Center Pkwy	Public	Stop	400 feet, aligns with Access #3	36 ft.
Access #10	South side, 850 ft. east of Medical Center Pkwy	Private	Stop	450 feet	20 ft.
Honeylocust Lane					
Access #5	North side, 400 ft. east of Medical Center Pkwy	Public	Stop	400 feet, aligns with Access #6	24 ft.
Access #6	South side, 400 ft. east of Medical Center Pkwy	Public	Stop	400 feet, aligns with Access #5	24 ft.
Access #11	400 feet east of Medical Center Parkway	Private	Stop	400 feet, aligns with Honeylocust Lane	24 ft.
Robert Rose Drive					
Access #7	170 ft. south of Willowoak Trail	Private	Stop	150 feet	20 ft.
Access #8	1,175 ft. south of Willowoak Trail	Private	Stop	250 feet, aligns with Marylebene Street	20 ft.
Access #9	1,535 ft. south of Willowoak Trail	Private	Stop	250 feet, aligns with Sculling Street	24 ft.
Medical Center Parkway ⁽²⁾					
n/a	Outparcel Boundaries	Private	Stop	To be determined at site plan phase	
⁽¹⁾ For proposed access on Greshampark Drive, one or more driveways is anticipated to the Commercial/Entertainment section of the development. The precise location of these driveways is not known at this time but will be determined during the site plan phase. ⁽²⁾ The commercial outparcels are anticipated to have right-in/right-out driveways on Medical Center Parkway. The precise location of these driveways is not known at this time but will be determined during the site plan phase for each outparcel.					

The demarcation between public street and private streets/areas will be achieved using concrete driveway ramps, stamped/colored asphalt, use of different curb types, and other design elements that will be addressed and specified as part of the construction plans.

The access locations for Clari Park as designated in this report are shown in Figure 2C.

C. Development Buildout Timeline

The Clari Park Master Plan pattern book (page 22) indicates that the construction phase estimate will begin in 2021 with approximate time frames completing as soon as 2023 or extending to 2030. The analysis of this report will evaluate the full build-out of Clari Park with a horizon year of 2027 that targets the midpoint of the approximate construction phase time frame.



**Clari Park
Location Map**

**Figure
1**



Figure 2A

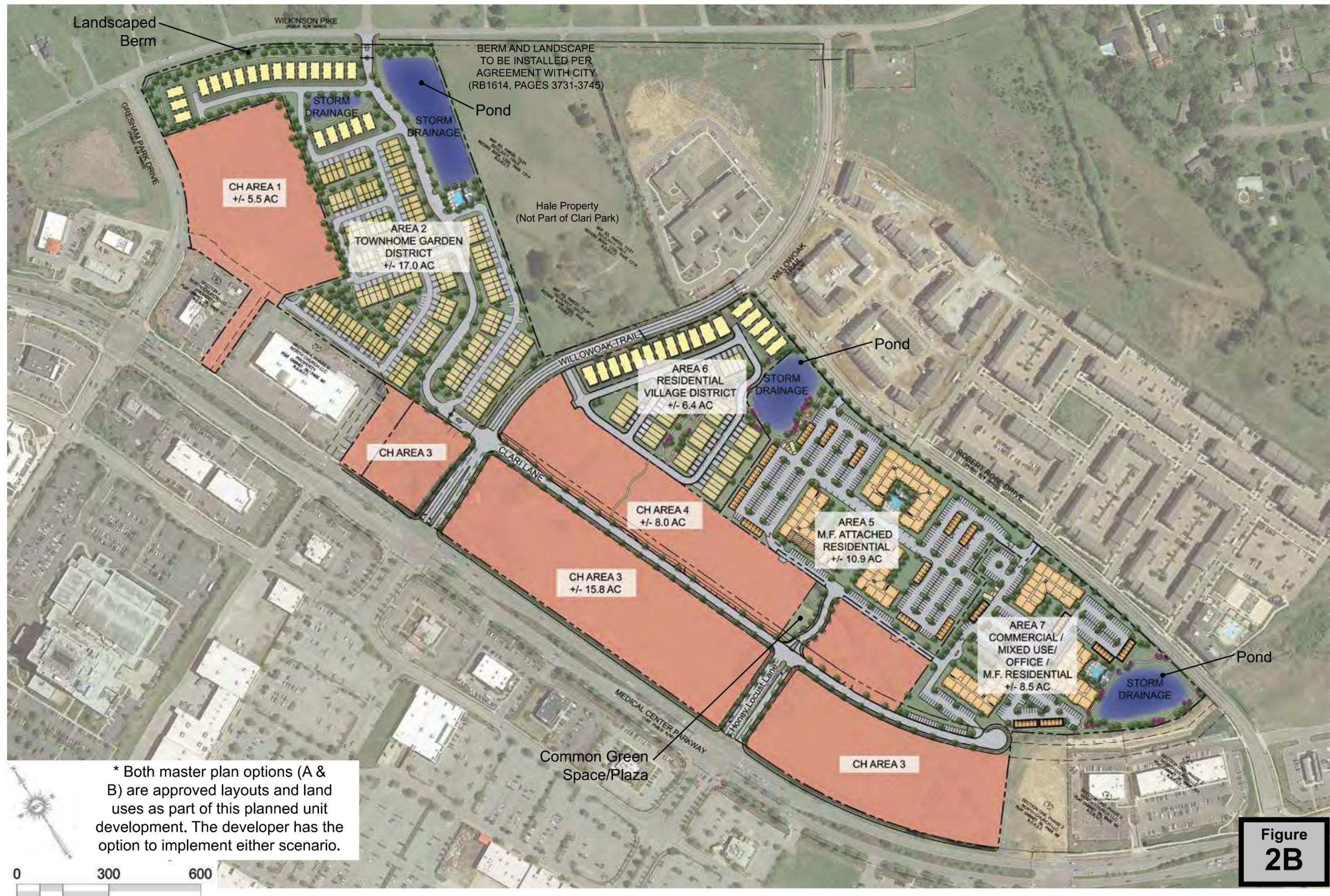
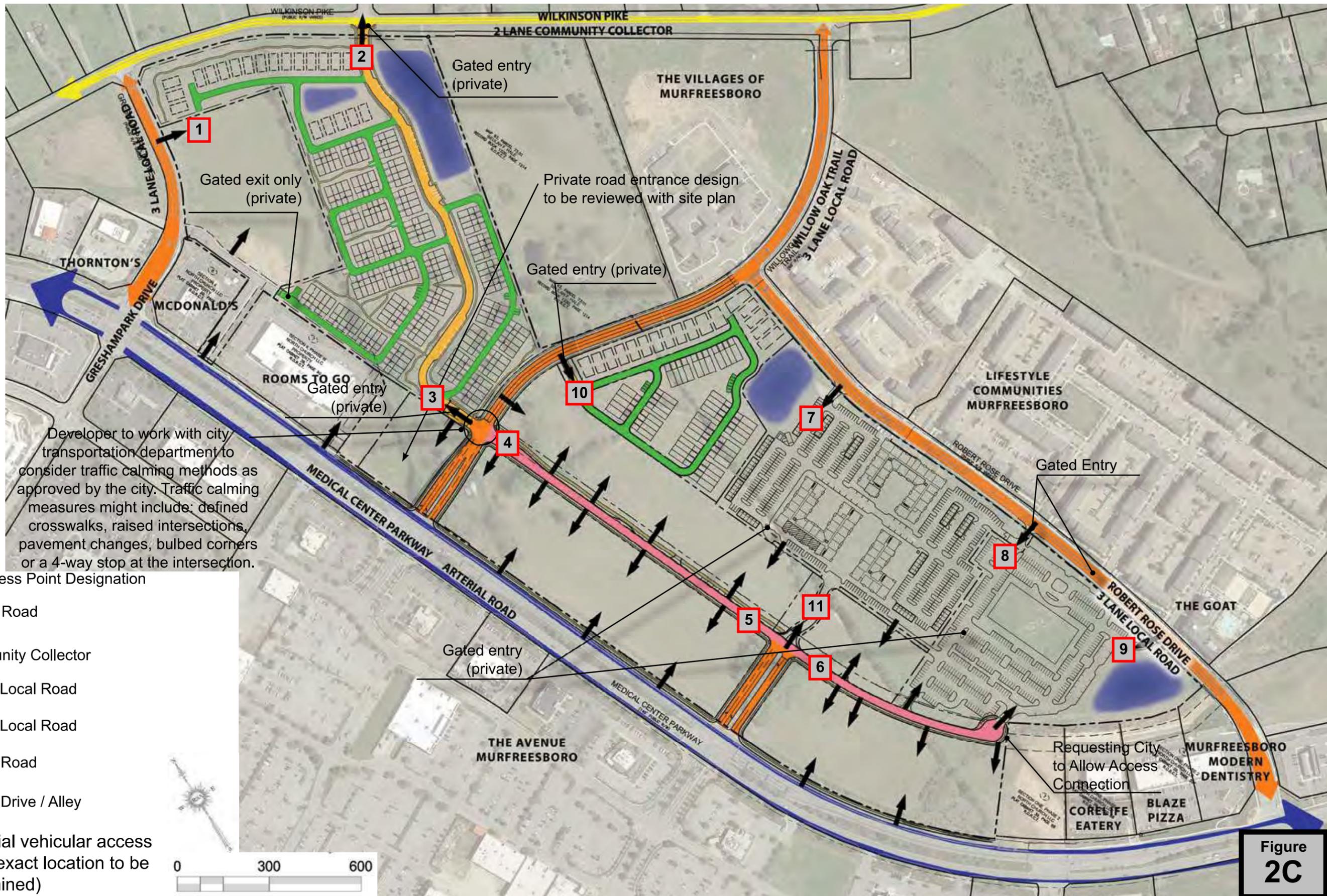


Figure 2B



- # TIS Access Point Designation
- Arterial Road
- Community Collector
- 3 Lane Local Road
- 2 Lane Local Road
- Private Road
- Private Drive / Alley
- Potential vehicular access point (exact location to be determined)



Figure 2C

III. EXISTING CONDITIONS

A. Transportation System

The existing transportation system in the area that is scheduled for development consists of major arterials, an expressway and local roadways. The following roadways will comprise the study area in which traffic mitigation measures are being considered based on the impact of the mixed-use development.

TABLE 2					
EXISTING ROADWAY CHARACTERISTICS					
Name	Designation	Classification ⁽¹⁾	Speed Limit	Lanes	Multimodal
Medical Center Parkway	City Street	Major Arterial	40	4	Sidewalks ⁽²⁾
Robert Rose Drive	City Street	Community Collector	35	3	Sidewalks ⁽²⁾
Wilkinson Pike	City Street	Community Collector	40	2	None
Greshampark Drive	City Street	Community Collector	30	3	Sidewalks ⁽²⁾
Willowoak Trail	City Street	Local	30	3	Sidewalks ⁽²⁾
Honeylocust Lane	City Street	Local	30	4	Sidewalks ⁽²⁾
Maplegrove Drive	City Street	Local	30	4	Sidewalks ⁽²⁾
⁽¹⁾ Per City of Murfreesboro 2040 Major Thoroughfare Plan ⁽²⁾ Sidewalks are provided at developed parcels only					

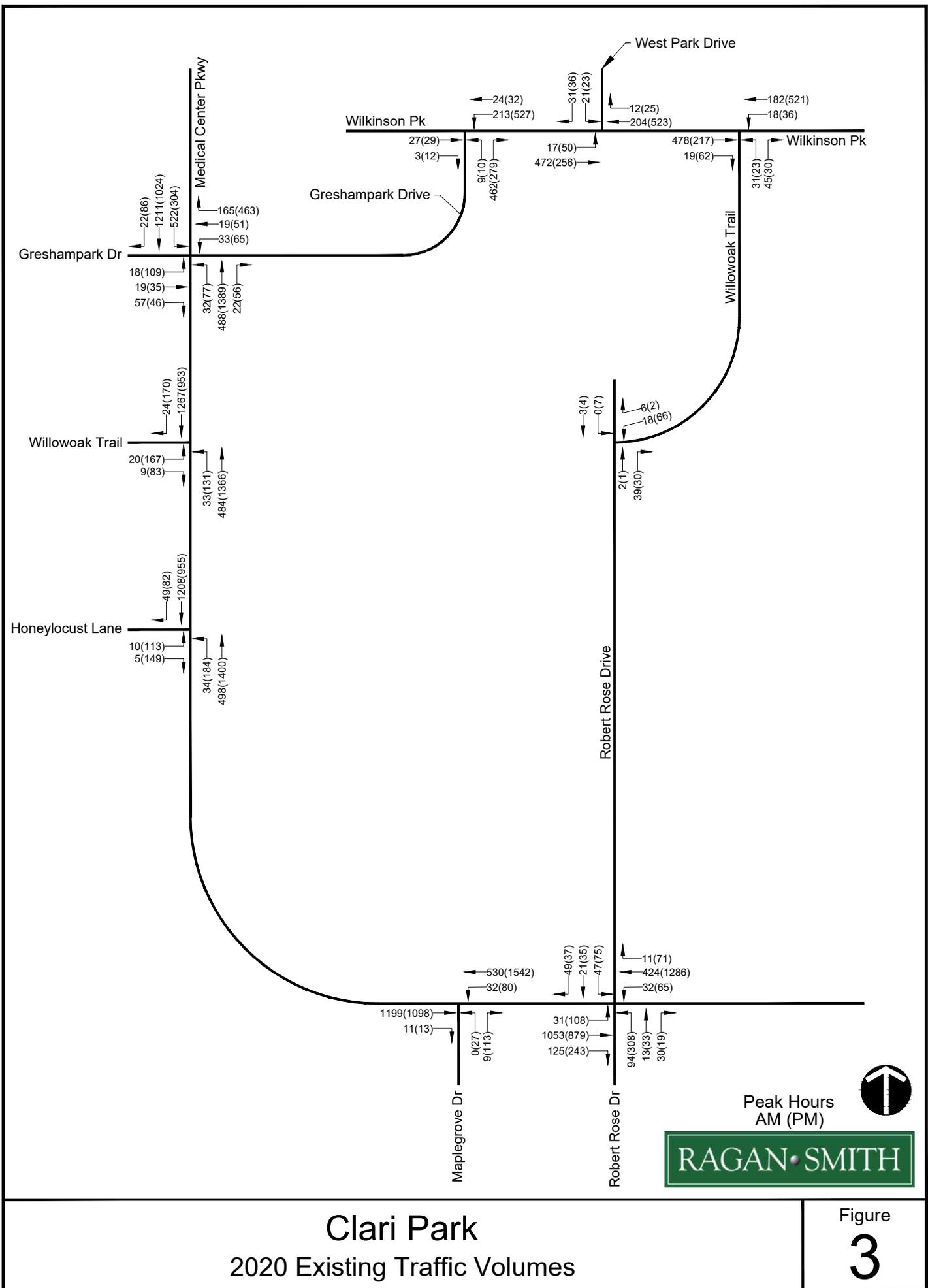
B. Traffic Volumes

In order to assess the adequacy of the local transportation system and establish base traffic conditions for this study, an evaluation of the current operational quality of intersections within the study area was required. The peak hour of the adjacent street traffic was used to determine the impact of Clari Park on the existing transportation system.

The peak periods for analysis were identified by conducting traffic counts in February of 2020 at the following intersections:

- Medical Center Parkway at Greshampark Drive
- Medical Center Parkway at Willowoak Trail
- Medical Center Parkway at Honeylocust Lane
- Medical Center Parkway at Maplegrove Drive
- Medical Center Parkway at Robert Rose Drive
- Wilkinson Pike at Greshampark Drive
- Wilkinson Pike at W Park Drive
- Wilkinson Pike at Willowoak Trail
- Willowoak Trail at Robert Rose Drive
- Robert Rose Drive at Grassington Street
- Robert Rose Drive at Sculling Street

Figure 3 shows the existing peak hour traffic volumes in the study area.



Clari Park
2020 Existing Traffic Volumes

Figure
3

IV. FORECASTED BACKGROUND TRAFFIC

A. Introduction

The year 2027 will be used to analyze the traffic impact within the study area. Before any impacts to the study area could be addressed, some estimate of background traffic volumes for the horizon year 2027 had to be established. Background traffic volumes were established by estimating potential growth due to small scale development and/or general population growth in the area.

B. Specific Development Growth

Based on discussions with City of Murfreesboro staff related to the scope of the traffic impact study, there is one specific development in the study area that is expected to be open prior to the completion of Clari Park. The specific development is a proposed hotel on Greshampark Drive south of Wilkinson Pike. No specific traffic impact study was completed for the proposed hotel so the traffic growth from the hotel has been accounted for as part of the annual growth rate applied to existing traffic volumes as described below.

C. Annual Growth

To establish traffic growth due to population growth or small-scale development, Tennessee Department of Transportation (TDOT) historical traffic count data was obtained at locations within the general project vicinity. The TDOT historical traffic count data includes traffic volume counts conducted annually on Medical Center Parkway, Wilkinson Pike, and Thompson Lane and in the general vicinity of the site. The available historical count data was tabulated for each location and analyzed to identify patterns or growth trends.

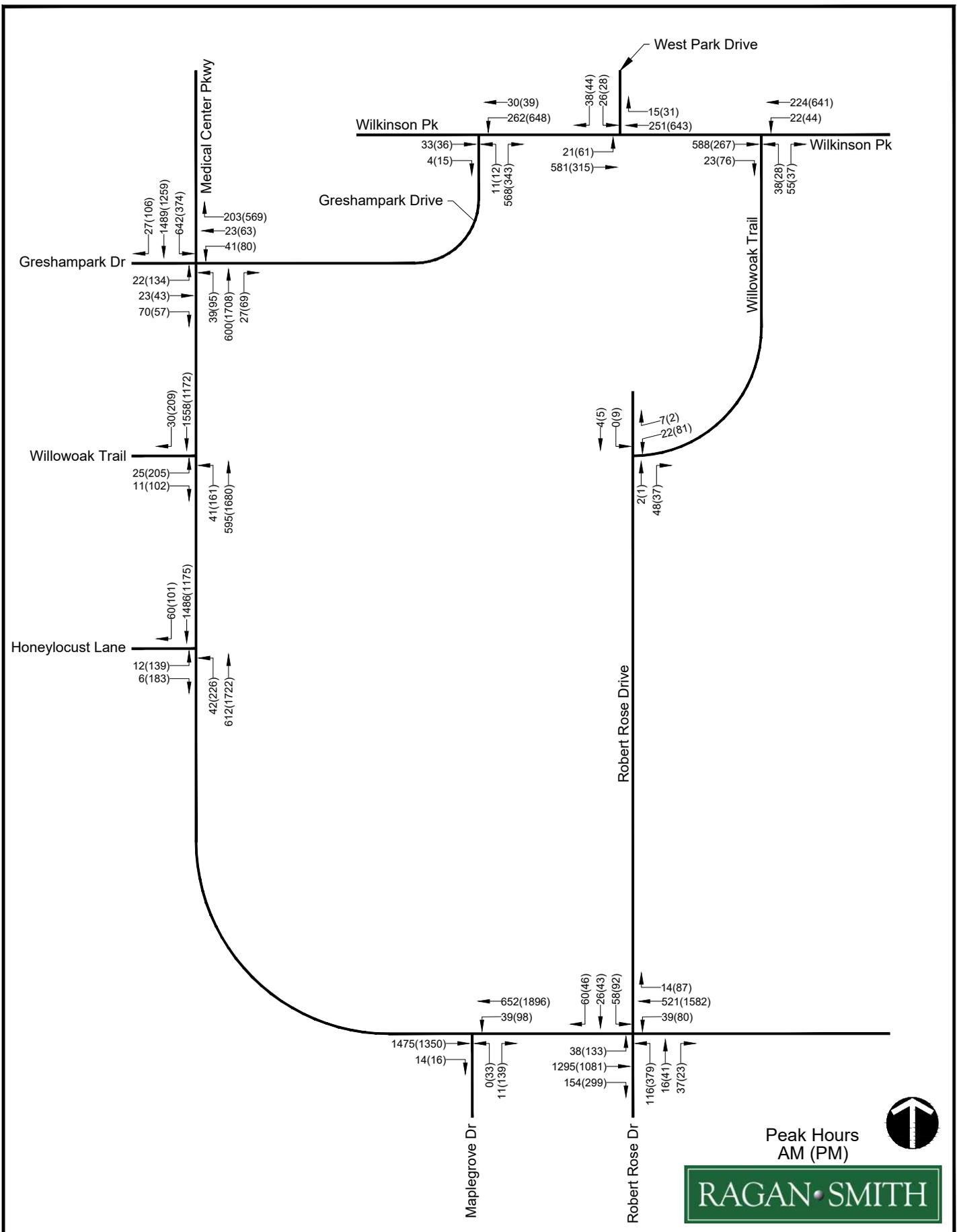
Based upon linear regression analysis of the TDOT historical traffic count data and based upon the growth from specific developments that will be considered, we will use a **3.0 percent annual growth rate** as the base growth for the existing traffic volumes.

D. Background Traffic

Background traffic for the future traffic forecasts was compiled based on the following:

- 2020 existing traffic volumes
- 3.0% annual increase of traffic volumes for the period from 2020 to 2027

Background traffic volumes on the future roadway, representing existing traffic volumes plus background growth, for the year 2027 is shown in Figure 4.



Clari Park
2027 Background Traffic Volumes

Figure
4

V. PROPOSED SITE TRAFFIC

A. Site Trip Generation

In order to quantify site-related impacts within the study area, estimates of site trip generation and traffic assignment had to be established. Trip generation rates for Clari Park were established using information for the weekday a.m. and p.m. peak hour of the adjacent street as shown in the *ITE Trip Generation Manual, 10th Edition*.

Additionally, the *National Cooperative Highway Research Program Report 684* provides guidance for estimating how many internal trips will be generated in mixed-use developments, for which the origin and destination are within the development. These trips can be subtracted from the total number of trips anticipated to produce a more accurate estimation of the trips that will be entering and exiting the mixed-use development.

Trip generation for Clari Park is shown in Table 3 below.

TABLE 3								
CLARI PARK TRIP GENERATION								
Land Use	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Single Family Detached Housing	36 homes	406	7	23	30	24	14	38
Townhomes (Low-Rise)	186 units	1,622	23	78	101	75	44	119
Apartments (Mid-Rise)	280 units	1,524	24	70	94	73	46	119
Hotel	240 rooms	2,283	68	47	115	79	75	154
Bowling Alley	49,000 sf	-	38	2	40	35	19	54
General Office	100,000 GSF	1,061	103	17	120	18	96	114
Medical Office	15,000 sf	489	32	9	41	15	38	53
Convenience Market w/Gas Pumps	4,700 GSF	2,934	95	96	191	116	116	232
	Pass-By Trip %	60%	63%	63%	63%	66%	66%	66%
Furniture Store	10,000 GSF	98	2	1	3	3	3	6
Drive-in Bank	14,000 sf	1,277	77	56	133	143	143	286
Fast Casual Restaurant	11,667 GSF	3,677	14	10	24	91	74	165
Quality Restaurant	11,667 GSF	978	5	4	9	54	37	91
High-Turnover (Sit-Down) Restaurant	11,666 GSF	1,309	64	52	116	71	43	114
Unadjusted Total Trip Generation		17,658	552	465	1,017	797	748	1,545
Internal Trip Reduction %		15%	15%			20%		
Internal Trips		2,649	83	70	153	159	150	309
Adjusted Total Trip Generation		15,009	469	395	864	638	598	1,236
Pass-By Trips (from Convenience Store) <small>(Trip Generation x Pass-By Trip % x Internal Trip Reduction %)</small>		1,496	51	51	102	61	61	122
Adjusted Total Primary Trip Generation		13,513	418	344	762	577	537	1,114

Source: ITE Trip Generation Manual, 10th Edition

A master development plan including a different mix of land uses and densities was previously prepared for the development site. As part of the evaluation of the Clari Park master plan, the estimates of site trip generation for both the previous master plan and current, proposed master plan have been compared.

Trip generation for the previous master plan at the development site is shown in Table 4 below.

TABLE 4								
PREVIOUS MASTER PLAN TRIP GENERATION								
Land Use	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Multifamily (Low-Rise)	489 units	3,656	49	166	215	153	90	243
Hotel	193 Rooms	1,752	54	37	91	61	58	119
General Office	297,500 GSF	3,055	263	43	306	51	270	321
Shopping Center	45,600 GSF	3,525	109	66	175	146	158	304
Supermarket	29,500 GSF	3,304	68	45	113	160	154	314
Drive-in Bank	6 Lanes	749	32	21	53	80	83	163
Fast Casual Restaurant	14,081 GSF	4,438	17	12	29	109	90	199
Quality Restaurant	14,080 GSF	1,180	n/a	n/a	10	65	45	110
High-Turnover (Sit-Down) Restaurant	14,080 GSF	1,579	77	63	140	86	52	138
Unadjusted Total Trip Generation		23,238	669	453	1,132	911	1,000	1,911
Internal Trip Reduction %		15%	15%			20%		
Internal Trips		3,486	100	68	168	182	200	382
Adjusted Total Trip Generation		19,752	569	385	964	729	800	1,529

Source: ITE Trip Generation Manual, 10th Edition

A comparison of the proposed Clari Park trip generation and the previous master plan trip generation is provided below in Table 5.

TABLE 5							
TRIP GENERATION COMPARISON							
Development Scenario	Daily	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Clari Park Master Plan	13,513	418	344	762	577	537	1,114
Previous Master Plan	19,752	569	385	964	729	800	1,529
Net Change	- 6,239	- 151	- 41	- 202	- 152	- 263	- 415
% Change	- 32%	- 27%	- 11%	- 21%	- 21%	- 33%	- 27%

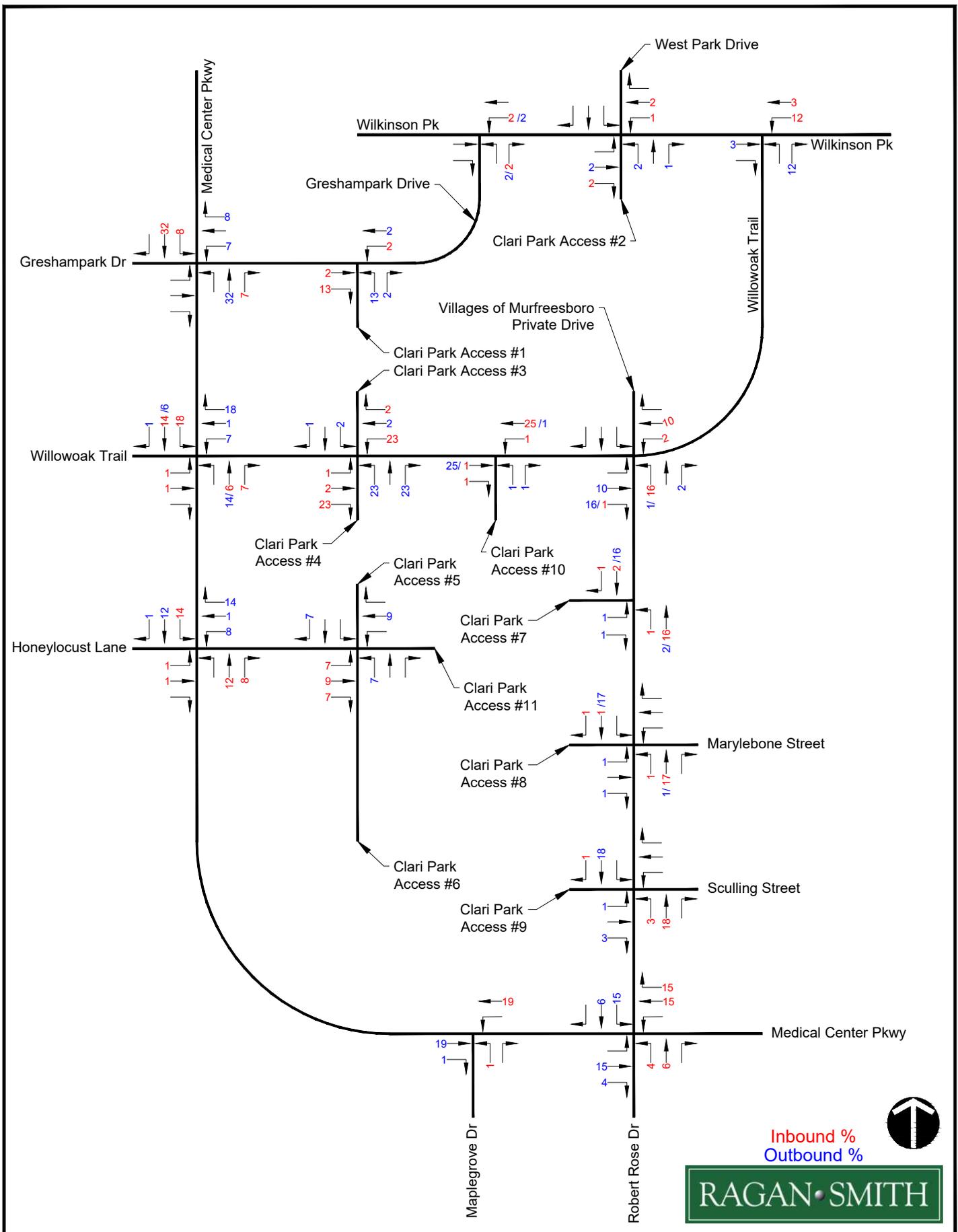
As presented in Table 5, the Clari Park master plan is expected to generate fewer trips than the previously proposed master plan for the development site.

B. Site Trip Distribution

The distribution of the site generated trips for Clari Park is shown in Figure 5. Site generated traffic volumes are shown in Figure 6. Total traffic volumes representing the accumulation of existing, background, and site generated traffic on the external roadway network in the horizon year 2027 are shown in Figure 7.

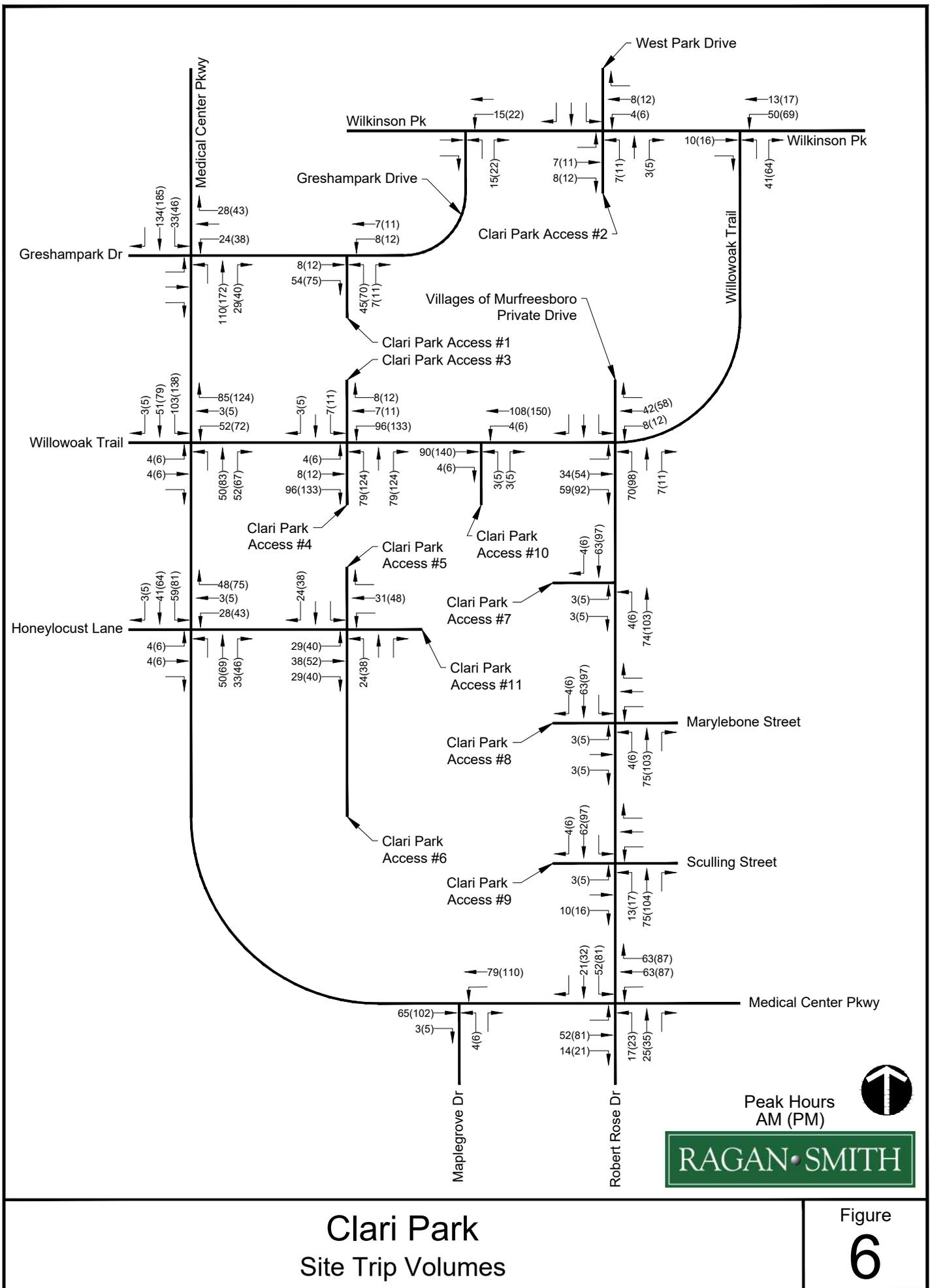
C. Willowoak Trail Extension

As part of Clari Park, Willowoak Trail will be extended to provide a direct connection between Medical Center Parkway and Robert Rose Drive and a link to Wilkinson Pike from Medical Center Parkway. The proposed route between Medical Center Parkway and Wilkinson Pike is a viable alternative route to Greshampark Drive between Medical Center Parkway and Wilkinson Pike. Based on a review of the existing daily and peak hour traffic volumes on Medical Center Parkway, Wilkinson Pike, and Greshampark Drive as well as the capacity analysis of this report, the reassignment of approximately 3,500 trips per day from Greshampark Drive to Willowoak Trail is anticipated after the Willowoak Trail extension is complete. The future conditions analysis of this report includes the reassignment of traffic to the Willowoak Trail extension and the expected reduction in traffic on Wilkinson Pike and Greshampark Drive near Medical Center Parkway.



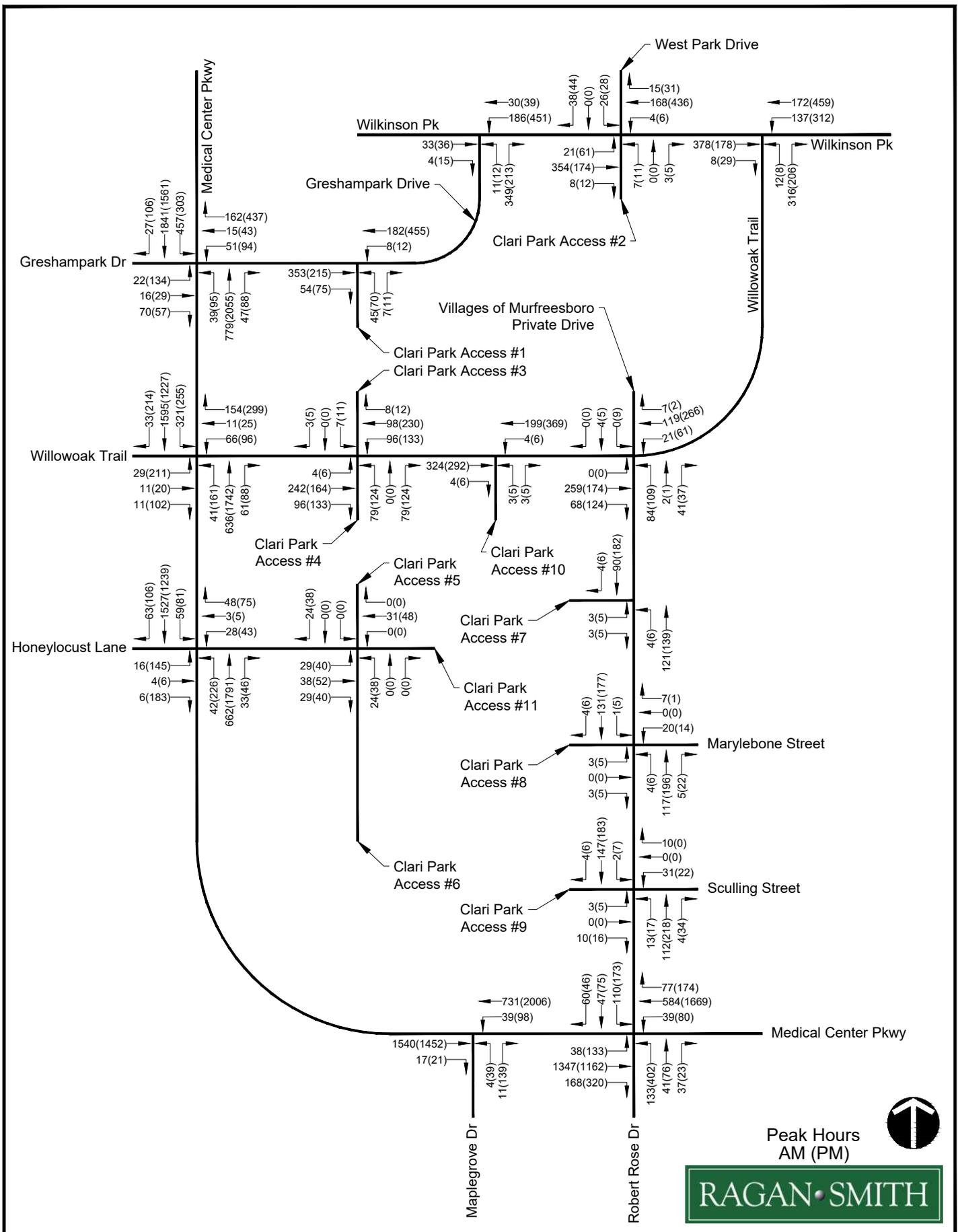
Clari Park
Site Trip Distribution

Figure
5



Clari Park
Site Trip Volumes

Figure
6



Clari Park
2027 Total Traffic Volumes

Figure
7

VI. TRANSPORTATION ANALYSIS

A. Intersection Capacity Analysis

In order to gauge the site impact and identify capacity deficient locations, capacity analyses were conducted at intersections within the area of Clari Park as well as the proposed access points. Capacity analyses were conducted according to the methodology and procedures outlined in the *Highway Capacity Manual, 2010*, published by the Transportation Research Board.

Level of service (LOS) criteria for signalized intersections is shown in Table 6.

TABLE 6		
LEVEL OF SERVICE DESCRIPTIONS FOR SIGNALIZED INTERSECTIONS		
Level of Service	Description	Control Delay (sec. /veh.)
A	Free Flow	≤10
B	Stable Flow (slight delays)	> 10 - 20
C	Stable Flow (acceptable delays)	> 20 - 35
D	Approaching unstable flow (tolerable delay)	> 35 - 55
E	Unstable flow (intolerable delay)	> 55 - 80
F	Forced flow (congested and queues fail to clear)	> 80
<i>Source: Highway Capacity Manual, 2010 Edition</i>		

Level of service (LOS) criteria for unsignalized intersections is shown in Table 7.

TABLE 7		
LEVEL OF SERVICE DESCRIPTIONS FOR UNSIGNALIZED INTERSECTIONS		
Level of Service	Description	Control Delay (sec. /veh.)
A	Usually no conflicting traffic	0 - 10
B	Occasionally some delay due to conflicting traffic	> 10 - 15
C	Delay is noticeable but not inconveniencing	> 15 - 25
D	Delay is noticeable and irritating, increased risk taking	> 25 - 35
E	Delay approaches tolerance level, risk taking likely	> 35 - 50
F	Delay exceeds tolerance level, high likelihood of risk taking	> 50
<i>Source: Highway Capacity Manual, 2010 Edition</i>		

Intersection capacity analysis results for the a.m. peak hour are shown in Table 8.

TABLE 8			
INTERSECTION CAPACITY ANALYSIS RESULTS – A.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
Medical Center Parkway at Greshampark Drive			
Overall Signalized Intersection	B (15.7)	D (37.2)	D (35.9)
Medical Center Parkway at Willowoak Trail			
Overall Signalized Intersection	A (2.6)	A (2.9)	C (27.1)
Medical Center Parkway at Honeylocust Lane			
Overall Signalized Intersection	A (5.9)	A (2.7)	A (8.2)
Medical Center Parkway at Maplegrove Drive			
Overall Signalized Intersection	A (5.1)	A (6.0)	A (6.2)
Medical Center Parkway at Robert Rose Drive			
Overall Signalized Intersection	B (11.5)	B (12.3)	B (15.0)
Wilkinson Pike at Greshampark Drive			
WB Left	A (7.7)	A (7.9)	A (7.7)
TWSC NB Left	B (14.2)	C (16.7)	B (13.4) <i>B (12.8) with improvements</i>
TWSC NB Right	B (12.3)	B (14.9)	B (10.8)
Wilkinson Pike at West Park Drive / Clari Park Access #2			
EB Left	A (7.8)	A (8.0)	A (7.7)
WB Left	-	-	A (8.2)
TWSC NB	-	-	B (14.9) <i>B (14.9) with improvements</i>
TWSC SB	B (13.2)	C (16.0)	B (12.9) <i>B (12.9) with improvements</i>
Wilkinson Pike at Willowoak Trail			
WB Left	A (8.7)	A (9.1)	A (8.8)
TWSC NB Left	C (16.8)	C (21.5)	C (20.8) <i>C (15.0) with improvements</i>
TWSC NB Right	B (12.6)	B (14.4)	C (18.8)

TABLE 8			
INTERSECTION CAPACITY ANALYSIS RESULTS – A.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
Willowoak Trail at Robert Rose Drive			
WB Left	A (7.2)	A (7.3)	A (8.1)
EB Left	-	-	A (0.0)
TWSC NB Left	-	-	B (14.9)
TWSC NB Thru/Right	A (8.5)	A (8.6)	B (10.6)
TWSC SB	A (9.3)	A (9.4)	B (13.4)
Robert Rose Drive at Clari Park Access #7			
NB Left	-	-	A (7.5)
TWSC EB	-	-	A (9.6)
Robert Rose Drive at Marylebone Street / Clari Park Access #8			
NB Left	-	-	A (7.5)
SB Left	-	-	A (7.5)
TWSC EB	-	-	A (9.8)
TWSC WB	-	-	B (10.3)
Robert Rose Drive at Sculling Street / Clari Park Access #9			
NB Left	-	-	A (7.6)
SB Left	-	-	A (7.5)
TWSC EB	-	-	A (9.6)
TWSC WB	-	-	B (10.7)
Greshampark Drive at Clari Park Access #1			
SB Left	-	-	A (8.2)
TWSC WB	-	-	B (12.3)
Willowoak Trail at Clari Park Access #3 / #4			
EB Left	-	-	A (7.5)
WB Left	-	-	A (8.3)
TWSC NB (Access #4)	-	-	B (13.6)
TWSC SB (Access #3)	-	-	B (14.8)

TABLE 8			
INTERSECTION CAPACITY ANALYSIS RESULTS – A.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
WillowOak Trail at Clari Park Access #10			
WB Left	-	-	A (8.01)
TWSC NB	-	-	B (10.9)
Honeylocust Lane at Clari Park Access #5 / #6			
EB Approach	-	-	A (2.2)
NB Approach	-	-	A (9.9)
SB Approach	-	-	A (8.6)
⁽¹⁾ TWSC = Two-Way Stop Control			

Intersection capacity analysis results for the p.m. peak hour are shown in Table 9.

TABLE 9			
INTERSECTION CAPACITY ANALYSIS RESULTS – P.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
Medical Center Parkway at Greshampark Drive			
Overall Signalized Intersection	D (52.7)	E (78.0)	D (53.8)
Medical Center Parkway at WillowOak Trail			
Overall Signalized Intersection	B (10.2)	B (10.4)	D (53.9)
Medical Center Parkway at Honeylocust Lane			
Overall Signalized Intersection	B (11.8)	B (12.2)	D (39.6)
Medical Center Parkway at Maple Grove Drive			
Overall Signalized Intersection	A (9.3)	B (10.7)	C (33.2)
Medical Center Parkway at Robert Rose Drive			
Overall Signalized Intersection	C (21.8)	C (27.4)	C (31.5)
Wilkinson Pike at Greshampark Drive			
WB Left	A (8.6)	A (9.1)	A (8.3)
TWSC NB Left	D (34.1)	F (59.1)	D (27.0) C (23.9) <i>with improvements</i>
TWSC NB Right	A (9.9)	B (10.4)	A (9.5)

TABLE 9			
INTERSECTION CAPACITY ANALYSIS RESULTS – P.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
Wilkinson Pike at West Park Drive / Clari Park Access #2			
EB Left	A (8.8)	A (9.4)	A (8.6)
WB Left	-	-	A (7.6)
TWSC NB	-	-	C (17.0) C (16.8) <i>with improvements</i>
TWSC SB	C (16.2)	C (21.4)	C (15.9) C (15.8) <i>with improvements</i>
Wilkinson Pike at Willowoak Trail			
WB Left	A (7.9)	A (8.1)	A (8.5)
TWSC NB Left	C (23.1)	C (23.5)	E (39.7) C (23.9) <i>with improvements</i>
TWSC NB Right	B (10.0)	B (10.3)	B (10.8)
Willowoak Trail at Robert Rose Drive			
WB Left	A (7.3)	A (7.4)	A (8.2)
EB Left	-	-	A (0.0)
TWSC NB Left	-	-	D (26.9)
TWSC NB Thru/Right	A (8.5)	A (8.5)	B (10.3)
TWSC SB	B (10.2)	B (10.6)	C (19.0)
Robert Rose Drive at Clari Park Access #7			
NB Left	-	-	A (7.6)
TWSC EB	-	-	A (9.9)
Robert Rose Drive at Marylebone Street / Clari Park Access #8			
NB Left	-	-	A (7.6)
SB Left	-	-	A (7.7)
TWSC EB	-	-	B (10.7)
TWSC WB	-	-	B (12.0)
Robert Rose Drive at Sculling Street / Clari Park Access #9			
NB Left	-	-	A (7.7)
SB Left	-	-	A (7.8)
TWSC EB	-	-	B (10.3)
TWSC WB	-	-	B (13.4)
Greshampark Drive at Clari Park Access #1			
SB Left	-	-	A (7.9)
TWSC WB	-	-	B (13.8)

TABLE 9			
INTERSECTION CAPACITY ANALYSIS RESULTS – P.M. PEAK HOUR			
Turning Movement ⁽¹⁾	Level of Service (Avg. Delay per Vehicle – sec.)		
	2020 Existing	2027 Background	2027 Total
Willow oak Trail at Clari Park Access #3 / #4			
EB Left	-	-	A (7.8)
WB Left	-	-	A (8.3)
TWSC NB (Access #4)	-	-	C (18.3)
TWSC SB (Access #3)	-	-	C (19.5)
Willow oak Trail at Clari Park Access #10			
WB Left	-	-	A (8.0)
TWSC NB	-	-	B (11.6)
Honeylocust Lane at Clari Park Access #5 / #6			
EB Approach	-	-	A (2.2)
NB Approach	-	-	B (10.7)
SB Approach	-	-	A (8.7)
⁽¹⁾ TWSC = Two-Way Stop Control			

B. Queue Length Review

The intersection capacity analysis also included the calculation of 95th percentile queue lengths at the signalized intersections in the study area. Results of the queue analysis for the a.m. and p.m. peak hours and the length of existing and/or proposed turn lanes are shown in Table 10.

TABLE 10							
QUEUE ANALYSIS RESULTS							
Turning Movement	Turn Lane Storage Length (ft)	95 th Percentile Queue Length (ft)					
		2020 Existing		2027 Background		2027 Total Traffic	
		A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
Medical Center Parkway at Greshampark Drive							
NB Left	80	< 25	< 25	< 25	34	< 25	58
NB Right	820	< 25	< 25	< 25	< 25	< 25	< 25
SB Left	365	488	566	1006	785	502	617
SB Right	1000	< 25	< 25	< 25	< 25	< 25	< 25
EB Left	65	< 25	93	25	111	25	111
EB Right	65	< 25	< 25	< 25	< 25	< 25	< 25
WB Left	110	34	62	39	73	46	84
WB Right	110	69	372	75	545	68	346
Medical Center Parkway at Willowoak Trail							
NB Left	225	36	111	30	137	44	132
NB Right	-	-	-	-	-	< 25	< 25
SB Left	-	-	-	-	-	220	229
SB Right	100	< 25	28	< 25	< 25	< 25	60
EB Left	165	< 25	130	27	154	34	239
EB Right	165	< 25	55	< 25	60	< 25	< 25
WB Left	-	-	-	-	-	62	84
WB Right	-	-	-	-	-	< 25	131
Medical Center Parkway at Honeylocust Lane							
NB Left	210	34	132	40	170	44	168
NB Right	-	-	-	-	-	< 25	< 25
SB Left	-	-	-	-	-	38	74
SB Right	850	< 25	83	< 25	< 25	< 25	< 25
EB Left	190	< 25	61	< 25	112	< 25	153
EB Right	190	< 25	< 25	< 25	80	< 25	90
WB Left	-	-	-	-	-	32	47
WB Right	-	-	-	-	-	< 25	< 25

TABLE 10							
QUEUE ANALYSIS RESULTS							
Turning Movement	Turn Lane Storage Length (ft)	95 th Percentile Queue Length (ft)					
		2020 Existing		2027 Background		2027 Total Traffic	
		A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
Medical Center Parkway at Maplegrove Drive							
NB Left	140	< 25	31	< 25	36	< 25	40
NB Right	350	< 25	64	< 25	70	< 25	82
EB Right	850	< 25	< 25	< 25	< 25	< 25	< 25
WB Left	205	30	63	39	61	40	62
Medical Center Parkway at Robert Rose Drive							
NB Left	85	72	216	88	310	98	303
NB Right	85	< 25	< 25	< 25	< 25	< 25	< 25
SB Left	100	43	69	51	81	85	132
SB Right	100	< 25	< 25	< 25	< 25	< 25	< 25
EB Left	150	< 25	48	< 25	151	< 25	239
EB Right	100	< 25	100	28	52	34	107
WB Left	250	< 25	39	< 25	45	< 25	47
WB Right	350	< 25	< 25	< 25	< 25	< 25	49

VII. CONCLUSIONS AND RECOMMENDATIONS

A. Medical Center Parkway at Greshampark Drive

The construction of the Willowoak Trail extension as part of Clari Park provides an additional connection between Medical Center Parkway and Wilkinson Pike. This new connection provides an alternate route and effectively adds capacity to the intersection of Medical Center Parkway and Greshampark Drive.

- The extension of Willowoak Trail as part of Clari Park provides an additional connection between Medical Center Parkway and Wilkinson Pike that will allow traffic flow at this intersection to continue to be characterized by level of service D during the a.m. and p.m. peak hours. No improvements are recommended at the intersection due to the improvement that is provided by the construction of the Willowoak Trail extension.

B. Medical Center Parkway at Willowoak Trail

The extension of Willowoak Trail will add a fourth leg to this existing three-leg intersection. The addition of the fourth leg and the Clari Park development result in overall traffic flow at this intersection that is characterized by level of service C during the a.m. peak hour and level of service D during the p.m. peak hour.

- The new east approach of Willowoak Trail to Medical Center Parkway should include one westbound right turn lane, one westbound through lane, two westbound left turn lanes, and two eastbound lanes to receive the double left turn lanes from Medical Center Parkway. A median should be included so that the through lanes on Willowoak Trail are aligned on each side of the intersection. The minimum length of the westbound left and right turn lanes should be 150 feet with minimum taper lengths of 150 feet.
- The existing pavement provided for the southbound left turn lanes on Medical Center Parkway is appropriate to accommodate the left turn movement needs. The pavement markings should be modified to provide southbound double left turn lanes on Medical Center Parkway with 225 feet of storage and a taper length of 175 feet.
- The existing pavement markings on the west approach of Willowoak Trail should be modified to remove the channelization between the left turn lanes and right turn lane and provide a through lane to the extension of Willowoak Trail.
- A continuous northbound right turn lane should be constructed on Medical Center Parkway along the frontage of Clari Park. To be consistent with similar improvements on Medical Center Parkway, the continuous right turn lane should extend approximately 950 feet and ending prior to the next upstream signalized intersection at Honeylocust Lane.
- Traffic signal modifications will be required as part of the new approach of Willowoak Trail. The signal modifications should include the new pole and mast arm for the westbound approach signal heads and other components required to ensure a fully operational traffic signal. New timings for the intersection will also be required with the traffic signal modification plan.

C. Medical Center Parkway at Honeylocust Lane

The extension of Honeylocust Lane will add a fourth leg to this existing three-leg intersection. The addition of the fourth leg and the Clari Park development result in overall traffic flow at this intersection that is characterized by level of service A during the a.m. peak hour and level of service D during the p.m. peak hour.

- The new east approach of Honeylocust Lane to Medical Center Parkway should include one westbound right turn lane, one westbound through lane, two westbound left turn lanes, and two eastbound lanes to receive the left turn lanes from Medical Center Parkway. A median should be included so that the through lanes on Honeylocust Lane are appropriately aligned on each side of the intersection. The minimum length of the westbound left and right turn lanes should be 150 feet of storage with minimum taper lengths of 150 feet.
- The existing pavement provided for the southbound left turn lanes on Medical Center Parkway is appropriate to accommodate the left turn movement needs. The pavement markings should be modified to provide southbound double left turn lanes on Medical Center Parkway with 225 feet of storage and a taper length of 175 feet.
- The existing pavement markings on the west approach of Honeylocust Lane should be modified to remove the channelization between the left turn lanes and right turn lane and provide a through lane to the extension of Honeylocust Lane.
- A continuous northbound right turn lane should be constructed on Medical Center Parkway along the frontage of Clari Park. To be consistent with similar improvements on Medical Center Parkway, the continuous right turn lane should extend approximately 890 feet and tie to the existing continuous right turn lane that ends at the Redstone Federal Credit Union access.
- Traffic signal modifications will be required as part of the new approach of Honeylocust Lane. The signal modifications should include the new pole and mast arm for the westbound approach signal heads and other components required to ensure a fully operational traffic signal. New timings for the intersection will also be required with the traffic signal modification plan.
- With the connection provided by the extension of Willowoak Trail to Robert Rose Drive and the expected levels of service along Willowoak Trail and Robert Rose Drive, the extension of Honeylocust Lane is not required to connect through Clari Park to Robert Rose Drive. Appropriate local network connectivity is provided by Willowoak Trail and Robert Rose Drive.

D. Medical Center Parkway at Maplegrove Drive

After Clari Park is complete, traffic flow at the intersection of Medical Center Parkway and Maplegrove Drive will be characterized by level of service A during the a.m. peak hour and level of service C during the p.m. peak hour.

- No improvements or traffic control modifications are recommended at the intersection of Medical Center Parkway and Maplegrove Drive.

E. Medical Center Parkway at Robert Rose Drive

After Clari Park is complete, traffic flow at the intersection of Medical Center Parkway and Robert Rose Drive will be characterized by level of service B during the a.m. peak hour and level of service C during the p.m. peak hour.

- No improvements or traffic control modifications are recommended at the intersection of Medical Center Parkway and Robert Rose Drive.

F. Wilkinson Pike at Greshampark Drive

The findings and recommendations below are offered for this intersection.

- The City of Murfreesboro's planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.

G. Wilkinson Pike at West Park Drive / Clari Park Access #2

The findings and recommendations below are offered for this intersection.

- The City of Murfreesboro's planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.
- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.
- The access to Clari Park at this location may be a gated access. The Clari Park Master Plan pattern book (page 34) states "Access design subject to review and approval by Murfreesboro Planning Commission during site plan approval" for this location in the residential garden district.
- Based on discussions with City staff, left turn lanes will be constructed on Wilkinson Pike at West Park Drive and the proposed access to Clari Park with the improvements being for a local road section brought to the top of binder. The City will complete the surface course of asphalt as part of an upcoming resurfacing project on Wilkinson Pike.
- Traffic volumes at this intersection are not forecasted to satisfy traffic signal warrants even after full build-out of Clari Park. However, a 50-ft. easement would be needed on the project access if a signal were to be installed by others in the future.

H. Wilkinson Pike at Willowoak Trail

The findings and recommendations below are offered for this intersection.

- The City of Murfreesboro's planned reconstruction of Wilkinson Pike to a three-lane roadway with a two-way continuous center turn lane will provide acceptable and appropriate traffic operations at this intersection in the future.
- Based on discussions with City staff, a left turn lane will be constructed on Wilkinson Pike at Willowoak Trail with the improvements being for a local road section and brought to the top of binder. The City will complete the surface course of asphalt as part of an upcoming resurfacing project on Wilkinson Pike.

I. Willowoak Trail at Robert Rose Drive

The findings and recommendations below are offered for this intersection.

- No improvements or traffic control modifications are recommended at the intersection of Willowoak Trail and Robert Rose Drive.

J. Robert Rose Drive at Grassington Street / Clari Park Access #7

The findings and recommendations below are offered for this intersection.

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

K. Robert Rose Drive at Marylebone Street / Clari Park Access #8

The findings and recommendations below are offered for this intersection.

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

L. Robert Rose Drive at Sculling Street / Clari Park Access #9

The findings and recommendations below are offered for this intersection.

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.

M. Greshampark Drive at Clari Park Access #1

The findings and recommendations below are offered for this intersection.

- A minimum of one access to Clari Park from Greshampark Drive should be provided south of Wilkinson Pike. Access to the section of Clari Park on the southeast corner of Greshampark Drive and Wilkinson Pike should include two lanes for traffic exiting the site and one lane for traffic entering the site.
- The location of this access will be determined at the site plan level and will be subject to review and approval by the Murfreesboro Planning Commission at that time. Pavement marking modifications on Greshampark Drive that may be necessary due to the location of the access will be provided as part of the site plan.

N. Willowoak Trail at Clari Park Access #3 and #4

The findings and recommendations below are offered for this intersection.

- Clari Park Access #3 to the north side of Willowoak Trail at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.
- Clari Park Access #4 to the south side of Willowoak Trail at this intersection should include two lanes for traffic exiting the site and one lane for traffic entering the site.
- One eastbound lane on Willowoak Trail can be a right turn only lane into Clari Park.
- The approaches of Clari Park Access #3 and #4 will be stop-controlled at this intersection. Stop control will not be placed on the Willowoak Trail approaches to this intersection.

O. Honeylocust Lane at Clari Park Access #5, #6, and #11

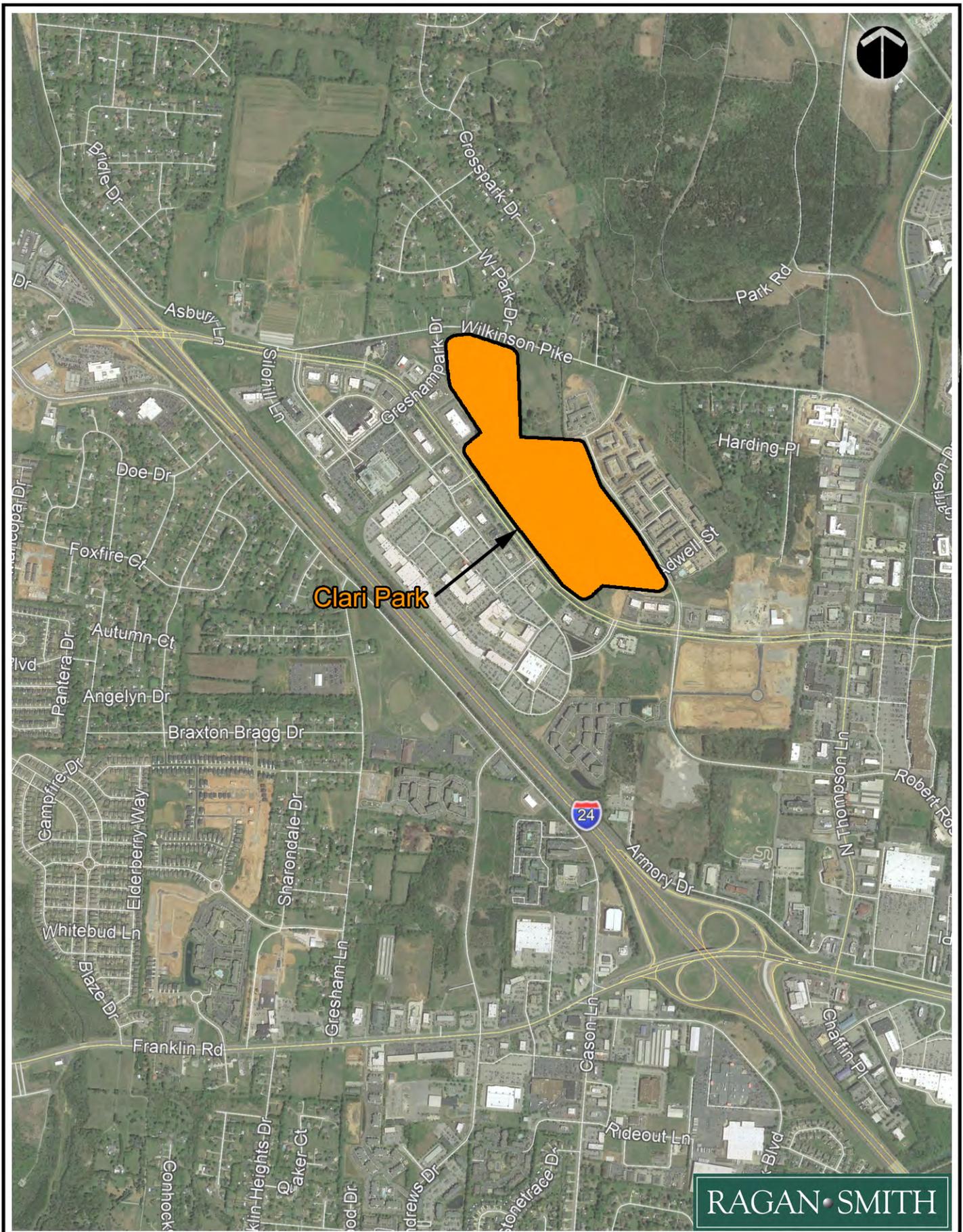
The findings and recommendations below are offered for this intersection.

- Honeylocust Lane is proposed to intersect Clari Lane approximately 400 feet east of Medical Center Parkway. The proposed intersection should include a minimum of two lanes on each approach of Clari Lane and Clari Park access drives to provide one lane for traffic entering the intersection and one lane for traffic exiting the intersection. Additional lanes may be provided on the approach of Honeylocust Lane to the intersection to align with the intersection at Medical Center Parkway.
- The approaches of Clari Park Access #5, #6, and #11 will be stop-controlled at this intersection to prioritize the flow of traffic away from the intersection of Medical Center Parkway and Honeylocust Lane. Stop control will not be placed on the Honeylocust Lane approach to this intersection.

P. Willow oak Trail at Clari Park Access #10

The findings and recommendations below are offered for this intersection.

- The Clari Park access at this intersection should include one lane for traffic exiting the site and one lane for traffic entering the site.



**Clari Park
Location Map**

**Figure
1**

APPENDIX A
TRAFFIC COUNTS

Murfreesboro, TN
Classified Turn Movement Count

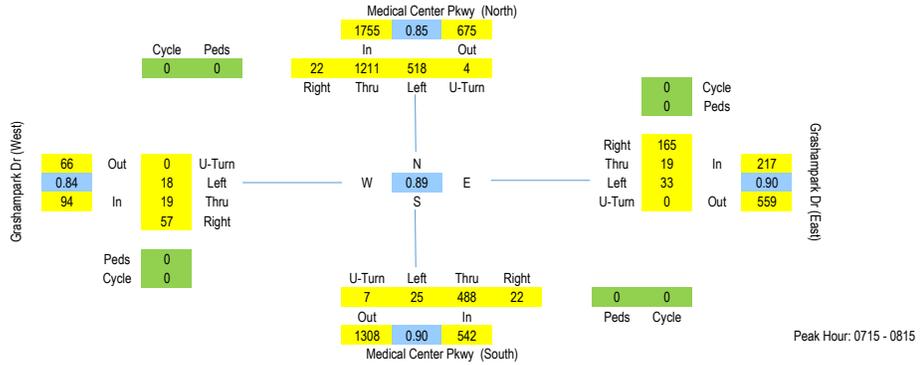
Site 1 of 11
Medical Center Pkwy (North)
Grashampark Dr (East)
Medical Center Pkwy (South)
Grashampark Dr (West)

Lat/Long
35.865444 °, -86.447212 °

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	Southbound Medical Center Pkwy (North)						Westbound Grashampark Dr (East)					Northbound Medical Center Pkwy (South)					Eastbound Grashampark Dr (West)					Int Total	Rolling Hour				
	U-Turn 1.1	Left 1.2	Thru 1.3	Right 1.4	Peds 1a	App Total	U-Turn 1.5	Left 1.6	Thru 1.7	Right 1.8	Peds 1b	App Total	U-Turn 1.9	Left 1.10	Thru 1.11	Right 1.12	Peds 1c	App Total	U-Turn 1.13	Left 1.14	Thru 1.15			Right 1.16	Peds 1d	App Total	
0600 - 0615	0	47	84	0	0	131	0	5	1	20	0	26	0	1	71	1	0	73	0	2	3	3	0	8	238	1362	
0615 - 0630	0	62	108	1	0	171	0	7	3	28	0	38	0	1	80	5	0	86	0	2	3	6	0	11	306	1622	
0630 - 0645	0	87	149	1	0	237	0	5	3	42	0	50	1	7	84	1	0	93	0	4	1	5	0	10	390	1914	
0645 - 0700	0	111	161	4	0	276	0	6	3	36	0	45	1	8	87	1	0	97	0	3	2	5	0	10	428	2225	
Hourly Total	0	307	502	6	0	815	0	23	10	126	0	159	2	17	322	8	0	349	0	11	9	19	0	39	1362	-	
0700 - 0715	0	102	199	3	0	304	0	7	3	45	0	55	1	4	107	4	0	116	0	8	6	9	0	23	498	2531	
0715 - 0730	1	122	277	2	0	402	0	6	2	39	0	47	1	5	119	4	0	129	0	2	4	14	0	20	598	2608	
0730 - 0745	1	157	323	8	0	489	0	10	5	44	0	59	3	8	111	4	0	126	0	4	6	17	0	27	701	2533	
0745 - 0800	1	137	377	4	0	519	0	8	1	42	0	51	3	3	122	8	0	136	0	3	6	19	0	28	734	2378	
Hourly Total	3	518	1176	17	0	1714	0	31	11	170	0	212	8	20	459	20	0	507	0	17	22	59	0	98	2531	-	
0800 - 0815	1	102	234	8	0	345	0	9	11	40	0	60	0	9	136	6	0	151	0	9	3	7	0	19	575	2171	
0815 - 0830	2	87	227	3	0	319	0	8	4	51	0	63	0	13	110	4	0	127	0	6	1	7	0	14	523	-	
0830 - 0845	2	82	232	9	0	325	0	7	2	34	0	43	2	9	135	8	0	154	0	9	5	10	0	24	546	-	
0845 - 0900	1	67	222	7	0	297	0	14	8	45	0	67	1	7	125	7	0	140	0	10	7	6	0	23	527	-	
Hourly Total	6	338	915	27	0	1286	0	38	25	170	0	233	3	38	506	25	0	572	0	34	16	30	0	80	2171	-	
Grand Total	9	1163	2593	50	0	3815	0	92	46	466	0	604	13	75	1287	53	0	1428	0	62	47	108	0	217	6064	-	
Approach (%)	0.24	30.48	67.97	1.31	0.00		0.00	15.23	7.62	77.15	0.00		0.91	5.25	90.13	3.71	0.00		0.00	28.57	21.66	49.77	0.00				
Total (%)	0.15	19.18	42.76	0.82	0.00	62.91	0.00	1.52	0.76	7.68	0.00	9.96	0.21	1.24	21.22	0.87	0.00	23.55	0.00	1.02	0.78	1.78	0.00	3.58			
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	9	1153	2568	49	-	3779	0	90	44	462	-	596	13	69	1259	52	-	1393	0	61	46	106	-	213			
Truck	0	10	25	1	-	36	0	2	2	4	-	8	0	6	28	1	-	35	0	1	1	2	-	4			
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	99.14	99.04	98.00	-	99.06	0.00	97.83	95.65	99.14	-	98.68	100.00	92.00	97.82	98.11	-	97.55	0.00	98.39	97.87	98.15	-	98.16			
Truck (%)	0.00	0.86	0.96	2.00	-	0.94	0.00	2.17	4.35	0.86	-	1.32	0.00	8.00	2.18	1.89	-	2.45	0.00	1.61	2.13	1.85	-	1.84			

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Medical Center Pkwy (North)						Westbound Grashampark Dr (East)					Northbound Medical Center Pkwy (South)					Eastbound Grashampark Dr (West)					Int Total					
	U-Turn 1.1	Left 1.2	Thru 1.3	Right 1.4	Peds 1a	App Total	U-Turn 1.5	Left 1.6	Thru 1.7	Right 1.8	Peds 1b	App Total	U-Turn 1.9	Left 1.10	Thru 1.11	Right 1.12	Peds 1c	App Total	U-Turn 1.13	Left 1.14	Thru 1.15		Right 1.16	Peds 1d	App Total		
0715 - 0730	1	122	277	2	0	402	0	6	2	39	0	47	1	5	119	4	0	129	0	2	4	14	0	20	598		
0730 - 0745	1	157	323	8	0	489	0	10	5	44	0	59	3	8	111	4	0	126	0	4	6	17	0	27	701		
0745 - 0800	1	137	377	4	0	519	0	8	1	42	0	51	3	3	122	8	0	136	0	3	6	19	0	28	734		
0800 - 0815	1	102	234	8	0	345	0	9	11	40	0	60	0	9	136	6	0	151	0	9	3	7	0	19	575		
Grand Total	4	518	1211	22	0	1755	0	33	19	165	0	217	7	25	488	22	0	542	0	18	19	57	0	94	2608		
Approach (%)	0.23	29.52	69.00	1.25	0.00		0.00	15.21	8.76	76.04	0.00		1.29	4.61	90.04	4.06	0.00		0.00	19.15	20.21	60.64	0.00				
Total (%)	0.15	19.86	46.43	0.84	0.00	67.29	0.00	1.27	0.73	6.33	0.00	8.32	0.27	0.96	18.71	0.84	0.00	20.78	0.00	0.69	0.73	2.19	0.00	3.60			
PHF	85%						90%					90%					84%					89%					
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	4	512	1200	22	-	1738	0	32	17	163	-	212	7	23	480	22	-	532	0	18	18	57	-	93	2575		
Truck	0	6	11	0	-	17	0	1	2	2	-	5	0	2	8	0	-	10	0	0	1	0	-	1	33		
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	98.84	99.09	100.00	-	99.03	0.00	96.97	89.47	98.79	-	97.70	100.00	92.00	98.36	100.00	-	98.15	0.00	100.00	94.74	100.00	-	98.94	98.73		
Truck (%)	0.00	1.16	0.91	0.00	-	0.97	0.00	3.03	10.53	1.21	-	2.30	0.00	8.00	1.64	0.00	-	1.85	0.00	0.00	5.26	0.00	-	1.06	1.27		

Murfreesboro, TN
Classified Turn Movement Count

Site 2 of 11
Medical Center Pkwy (North)

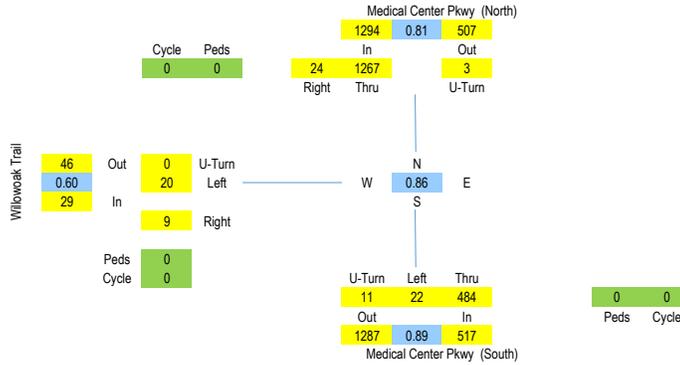
Medical Center Pkwy (South)
Willowoak Trail

Lat/Long
35.862894°, -86.444927°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Medical Center Pkwy (North)				
	U-Turn 2.1	Thru 2.2	Right 2.3	Peds 2a	App Total
0600 - 0615	0	93	0	0	93
0615 - 0630	0	116	2	0	118
0630 - 0645	1	145	2	0	148
0645 - 0700	0	166	7	0	173
Hourly Total	1	520	11	0	532
0700 - 0715	0	213	3	0	216
0715 - 0730	0	268	3	0	271
0730 - 0745	1	362	5	0	368
0745 - 0800	1	389	8	0	398
Hourly Total	2	1232	19	0	1253
0800 - 0815	1	248	8	0	257
0815 - 0830	0	224	6	0	230
0830 - 0845	3	235	9	0	247
0845 - 0900	0	233	9	0	242
Hourly Total	4	940	32	0	976
Grand Total	7	2692	62	0	2761
Approach (%)	0.25	97.50	2.25	0.00	
Total (%)	0.17	64.10	1.48	0.00	65.74
P/Cycle	0	0	0	-	0
Cars	7	2663	62	-	2732
Truck	0	29	0	-	29
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	98.92	100.00	-	98.95
Truck (%)	0.00	1.08	0.00	-	1.05

TIME	Northbound Medical Center Pkwy (South)					Eastbound Willowoak Trail					Int Total	Rolling Hour
	U-Turn 2.4	Left 2.5	Thru 2.6	Peds 2c	App Total	U-Turn 2.7	Left 2.8	Right 2.9	Peds 2d	App Total		
0600 - 0615	0	2	60	0	62	0	6	0	0	6	161	868
0615 - 0630	0	4	81	0	85	0	3	0	0	3	206	1038
0630 - 0645	0	3	74	0	77	0	6	0	0	6	231	1238
0645 - 0700	1	4	86	0	91	0	5	1	0	6	270	1490
Hourly Total	1	13	301	0	315	0	20	1	0	21	868	-
0700 - 0715	0	2	107	0	109	0	5	1	0	6	331	1758
0715 - 0730	2	2	130	0	134	0	0	1	0	1	406	1840
0730 - 0745	3	3	104	0	110	0	3	2	0	5	483	1796
0745 - 0800	3	9	116	0	128	0	9	3	0	12	538	1719
Hourly Total	8	16	457	0	481	0	17	7	0	24	1758	-
0800 - 0815	3	8	134	0	145	0	8	3	0	11	413	1574
0815 - 0830	0	7	117	0	124	1	6	1	0	8	362	-
0830 - 0845	2	7	135	0	144	0	9	6	0	15	406	-
0845 - 0900	0	7	134	0	141	0	7	3	0	10	393	-
Hourly Total	5	29	520	0	554	1	30	13	0	44	1574	-
Grand Total	14	58	1278	0	1350	1	67	21	0	89	4200	-
Approach (%)	1.04	4.30	94.67	0.00		1.12	75.28	23.60	0.00			
Total (%)	0.33	1.38	30.43	0.00	32.14	0.02	1.60	0.50	0.00	2.12		
P/Cycle	0	0	0	-	0	0	0	0	-	0		
Cars	14	54	1247	-	1315	1	65	17	-	83		
Truck	0	4	31	-	35	0	2	4	-	6		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	93.10	97.57	-	97.41	100.00	97.01	80.95	-	93.26		
Truck (%)	0.00	6.90	2.43	-	2.59	0.00	2.99	19.05	-	6.74		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Medical Center Pkwy (North)				
	U-Turn 2.1	Thru 2.2	Right 2.3	Peds 2a	App Total
0715 - 0730	0	268	3	0	271
0730 - 0745	1	362	5	0	368
0745 - 0800	1	389	8	0	398
0800 - 0815	1	248	8	0	257
Grand Total	3	1267	24	0	1294
Approach (%)	0.23	97.91	1.85	0.00	
Total (%)	0.16	68.86	1.30	0.00	70.33
PHF	75%	81%	75%		
P/Cycle	0	0	0	-	0
Cars	3	1255	24	-	1282
Truck	0	12	0	-	12
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	99.05	100.00	-	99.07
Truck (%)	0.00	0.95	0.00	-	0.93

TIME	Northbound Medical Center Pkwy (South)					Eastbound Willowoak Trail					Int Total	
	U-Turn 2.4	Left 2.5	Thru 2.6	Peds 2c	App Total	U-Turn 2.7	Left 2.8	Right 2.9	Peds 2d	App Total		
0715 - 0730	2	2	130	0	134	0	0	1	0	1	406	
0730 - 0745	3	3	104	0	110	0	3	2	0	5	483	
0745 - 0800	3	9	116	0	128	0	9	3	0	12	538	
0800 - 0815	3	8	134	0	145	0	8	3	0	11	413	
Grand Total	11	22	484	0	517	0	20	9	0	29	1840	
Approach (%)	2.13	4.26	93.62	0.00		0.00	68.97	31.03	0.00			
Total (%)	0.60	1.20	26.30	0.00	28.10	0.00	1.09	0.49	0.00	1.58		
PHF	92%	61%	90%			0%	56%	75%				86%
P/Cycle	0	0	0	-	0	0	0	0	-	0		
Cars	11	20	475	-	506	0	19	8	-	27		1815
Truck	0	2	9	-	11	0	1	1	-	2		25
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		0.00
Cars (%)	100.00	90.91	98.14	-	97.87	0.00	95.00	88.89	-	93.10		98.64
Truck (%)	0.00	9.09	1.86	-	2.13	0.00	5.00	11.11	-	6.90		1.36

Murfreesboro, TN
Classified Turn Movement Count

Site 3 of 11
Medical Center Pkwy (North)

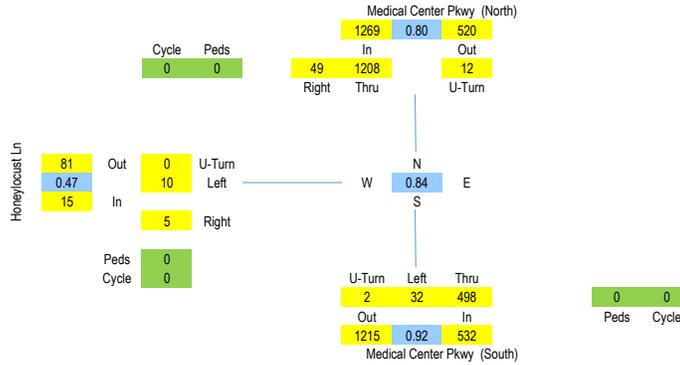
Medical Center Pkwy (South)
Honeylocust Ln

Lat/Long
35.860246°, -86.442494°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Medical Center Pkwy (North)				
	U-Turn	Thru	Right	Peds 3a	App Total
0600 - 0615	0	88	2	0	90
0615 - 0630	0	112	0	0	112
0630 - 0645	0	138	5	0	143
0645 - 0700	1	159	5	0	165
Hourly Total	1	497	12	0	510
0700 - 0715	2	208	6	0	216
0715 - 0730	3	258	4	0	265
0730 - 0745	4	340	9	0	353
0745 - 0800	1	372	22	0	395
Hourly Total	10	1178	41	0	1229
0800 - 0815	4	238	14	0	256
0815 - 0830	2	216	9	0	227
0830 - 0845	1	222	6	0	229
0845 - 0900	3	225	12	0	240
Hourly Total	10	901	41	0	952
Grand Total	21	2576	94	0	2691
Approach (%)	0.78	95.73	3.49	0.00	
Total (%)	0.51	62.55	2.28	0.00	65.35
P/Cycle	0	0	0	-	0
Cars	21	2543	94	-	2658
Truck	0	33	0	-	33
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	98.72	100.00	-	98.77
Truck (%)	0.00	1.28	0.00	-	1.23

TIME	Northbound Medical Center Pkwy (South)					Eastbound Honeylocust Ln					Int Total	Rolling Hour	
	U-Turn	Left	Thru	Peds 3c	App Total	U-Turn	Left	Right	Peds 3d	App Total			
0600 - 0615	0	0	58	0	58	0	0	8	0	8	0	156	845
0615 - 0630	0	2	83	0	85	0	1	1	0	2	199	1012	
0630 - 0645	0	5	79	0	84	0	0	2	0	2	229	1216	
0645 - 0700	1	2	91	0	94	0	1	1	0	2	261	1452	
Hourly Total	1	9	311	0	321	0	10	4	0	14	845	-	
0700 - 0715	0	1	100	0	101	0	5	1	0	6	323	1734	
0715 - 0730	2	6	128	0	136	0	2	0	0	2	403	1816	
0730 - 0745	0	6	105	0	111	0	1	0	0	1	465	1778	
0745 - 0800	0	11	133	0	144	0	2	2	0	4	543	1692	
Hourly Total	2	24	466	0	492	0	10	3	0	13	1734	-	
0800 - 0815	0	9	132	0	141	0	5	3	0	8	405	1539	
0815 - 0830	0	14	120	0	134	0	1	3	0	4	365	-	
0830 - 0845	1	6	139	0	146	0	2	2	0	4	379	-	
0845 - 0900	1	8	135	0	144	0	1	5	0	6	390	-	
Hourly Total	2	37	526	0	565	0	9	13	0	22	1539	-	
Grand Total	5	70	1303	0	1378	0	29	20	0	49	4118		
Approach (%)	0.36	5.08	94.56	0.00	0.00	0.00	59.18	40.82	0.00				
Total (%)	0.12	1.70	31.64	0.00	33.46	0.00	0.70	0.49	0.00	1.19			
P/Cycle	0	0	0	-	0	0	0	0	-	0			
Cars	5	69	1268	-	1342	0	29	14	-	43			
Truck	0	1	35	-	36	0	0	6	-	6			
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00			
Cars (%)	100.00	98.57	97.31	-	97.39	0.00	100.00	70.00	-	87.76			
Truck (%)	0.00	1.43	2.69	-	2.61	0.00	0.00	30.00	-	12.24			

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Medical Center Pkwy (North)				
	U-Turn	Thru	Right	Peds 3a	App Total
0715 - 0730	3	258	4	0	265
0730 - 0745	4	340	9	0	353
0745 - 0800	1	372	22	0	395
0800 - 0815	4	238	14	0	256
Grand Total	12	1208	49	0	1269
Approach (%)	0.95	95.19	3.86	0.00	
Total (%)	0.66	66.52	2.70	0.00	69.88
PHF	75%	81%	56%		
P/Cycle	0	0	0	-	0
Cars	12	1195	49	-	1256
Truck	0	13	0	-	13
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	98.92	100.00	-	98.98
Truck (%)	0.00	1.08	0.00	-	1.02

TIME	Northbound Medical Center Pkwy (South)					Eastbound Honeylocust Ln					Int Total
	U-Turn	Left	Thru	Peds 3c	App Total	U-Turn	Left	Right	Peds 3d	App Total	
0715 - 0730	2	6	128	0	136	0	2	0	0	2	403
0730 - 0745	0	6	105	0	111	0	1	0	0	1	465
0745 - 0800	0	11	133	0	144	0	2	2	0	4	543
0800 - 0815	0	9	132	0	141	0	5	3	0	8	405
Grand Total	2	32	498	0	532	0	10	5	0	15	1816
Approach (%)	0.38	6.02	93.61	0.00	0.00	66.67	33.33	0.00			
Total (%)	0.11	1.76	27.42	0.00	29.30	0.00	0.55	0.28	0.00	0.83	
PHF	25%	73%	94%			0%	50%	42%		84%	
P/Cycle	0	0	0	-	0	0	0	0	-	0	
Cars	2	31	487	-	520	0	10	4	-	14	1790
Truck	0	1	11	-	12	0	0	1	-	1	26
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	100.00	96.88	97.79	-	97.74	0.00	100.00	80.00	-	93.33	98.57
Truck (%)	0.00	3.13	2.21	-	2.26	0.00	0.00	20.00	-	6.67	1.43

Murfreesboro, TN
Classified Turn Movement Count

Site 4 of 11

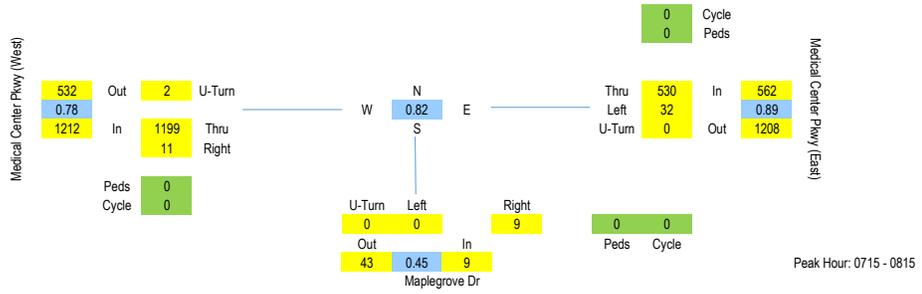
Medical Center Pkwy (East)
Maplegrove Dr
Medical Center Pkwy (West)

Lat/Long
35.858245 °, -86.439332°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
0600 - 0615	0	4	59	0	63	0	0	0	8	0	8	0	0	8	0	81	0	0	81	152	852
0615 - 0630	0	3	84	0	87	0	0	0	1	0	1	0	0	1	0	112	0	0	112	200	1009
0630 - 0645	0	6	86	0	92	0	0	0	0	0	0	0	0	0	1	144	0	0	145	237	1208
0645 - 0700	0	6	91	0	97	0	0	0	1	0	1	0	0	1	0	164	1	0	165	263	1414
Hourly Total	0	19	320	0	339	0	0	0	10	0	10	1	0	10	1	501	1	0	503	852	-
0700 - 0715	0	1	106	0	107	0	0	0	2	0	2	1	0	2	1	197	2	0	200	309	1697
0715 - 0730	0	0	129	0	129	0	0	0	2	0	2	0	0	2	0	265	3	0	268	399	1783
0730 - 0745	0	6	113	0	119	0	0	0	1	0	1	1	0	1	1	321	1	0	323	443	1754
0745 - 0800	0	12	144	0	156	0	0	0	1	0	1	1	0	1	1	382	6	0	389	546	1681
Hourly Total	0	19	492	0	511	0	0	0	6	0	6	3	0	6	3	1165	12	0	1180	1697	-
0800 - 0815	0	14	144	0	158	0	0	0	5	0	5	0	0	5	0	231	1	0	232	395	1525
0815 - 0830	1	6	131	0	138	0	0	0	1	0	1	4	0	1	4	224	3	0	231	370	-
0830 - 0845	0	6	146	0	152	0	0	0	1	0	1	0	0	1	0	214	3	0	217	370	-
0845 - 0900	0	8	136	0	144	0	2	0	3	0	5	1	0	3	1	237	3	0	241	390	-
Hourly Total	1	34	557	0	592	0	2	0	10	0	12	5	0	10	5	906	10	0	921	1525	-
Grand Total	1	72	1369	0	1442	0	2	0	26	0	28	9	0	26	9	2572	23	0	2604	4074	-
Approach (%)	0.07	4.99	94.94	0.00		0.00	7.14		92.86	0.00		0.35		0.35	98.77	0.88	0.00				
Total (%)	0.02	1.77	33.60	0.00	35.40	0.00	0.05		0.64	0.00	0.69	0.22		0.22	63.13	0.56	0.00		63.92		
P/Cycle	0	0	0	-	0	0	0		0	-	0	0		0	0	0	0	-	0		
Cars	1	65	1334	-	1400	0	2		25	-	27	8		25	8	2536	21	-	2565		
Truck	0	7	35	-	42	0	0		1	-	1	1		1	1	36	2	-	39		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00		0.00	-	0.00	0.00		0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	90.28	97.44	-	97.09	0.00	100.00		96.15	-	96.43	88.89		96.43	88.89	98.60	91.30	-	98.50		
Truck (%)	0.00	9.72	2.56	-	2.91	0.00	0.00		3.85	-	3.57	11.11		3.57	11.11	1.40	8.70	-	1.50		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	
0715 - 0730	0	0	129	0	129	0	0	2	0	2	0	0	0	0	0	265	3	0	268	399	
0730 - 0745	0	6	113	0	119	0	0	1	0	1	1	1	0	1	1	321	1	0	323	443	
0745 - 0800	0	12	144	0	156	0	0	1	0	1	1	1	0	1	1	382	6	0	389	546	
0800 - 0815	0	14	144	0	158	0	0	5	0	5	0	0	0	5	0	231	1	0	232	395	
Grand Total	0	32	530	0	562	0	0	9	0	9	2	2	0	9	2	1199	11	0	1212	1783	
Approach (%)	0.00	5.69	94.31	0.00		0.00	0.00		100.00	0.00		0.17		0.17	98.93	0.91	0.00				
Total (%)	0.00	1.79	29.73	0.00	31.52	0.00	0.00		0.50	0.00	0.50	0.11		0.11	67.25	0.62	0.00		67.98		
PHF	0%	57%	92%			0%	0%		45%			50%		50%	78%	46%					82%
P/Cycle	0	0	0	-	0	0	0		0	-	0	0		0	0	0	0	-	0	0	
Cars	0	30	520	-	550	0	0		8	-	8	2		8	2	1187	9	-	1198	1756	
Truck	0	2	10	-	12	0	0		1	-	1	0		1	0	12	2	-	14	27	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00		0.00	-	0.00	0.00		0.00	0.00	0.00	0.00	-	0.00	0.00	
Cars (%)	0.00	93.75	98.11	-	97.86	0.00	0.00		88.89	-	88.89	100.00		88.89	100.00	99.00	81.82	-	98.84	98.49	
Truck (%)	0.00	6.25	1.89	-	2.14	0.00	0.00		11.11	-	11.11	0.00		11.11	0.00	1.00	18.18	-	1.16	1.51	

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	
0715 - 0730	0	0	129	0	129	0	0	2	0	2	0	0	0	0	0	265	3	0	268	399	
0730 - 0745	0	6	113	0	119	0	0	1	0	1	1	1	0	1	1	321	1	0	323	443	
0745 - 0800	0	12	144	0	156	0	0	1	0	1	1	1	0	1	1	382	6	0	389	546	
0800 - 0815	0	14	144	0	158	0	0	5	0	5	0	0	0	5	0	231	1	0	232	395	
Grand Total	0	32	530	0	562	0	0	9	0	9	2	2	0	9	2	1199	11	0	1212	1783	
Approach (%)	0.00	5.69	94.31	0.00		0.00	0.00		100.00	0.00		0.17		0.17	98.93	0.91	0.00				
Total (%)	0.00	1.79	29.73	0.00	31.52	0.00	0.00		0.50	0.00	0.50	0.11		0.11	67.25	0.62	0.00		67.98		
PHF	0%	57%	92%			0%	0%		45%			50%		50%	78%	46%					82%
P/Cycle	0	0	0	-	0	0	0		0	-	0	0		0	0	0	0	-	0	0	
Cars	0	30	520	-	550	0	0		8	-	8	2		8	2	1187	9	-	1198	1756	
Truck	0	2	10	-	12	0	0		1	-	1	0		1	0	12	2	-	14	27	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00		0.00	-	0.00	0.00		0.00	0.00	0.00	0.00	-	0.00	0.00	
Cars (%)	0.00	93.75	98.11	-	97.86	0.00	0.00		88.89	-	88.89	100.00		88.89	100.00	99.00	81.82	-	98.84	98.49	
Truck (%)	0.00	6.25	1.89	-	2.14	0.00	0.00		11.11	-	11.11	0.00		11.11	0.00	1.00	18.18	-	1.16	1.51	

Murfreesboro, TN
Classified Turn Movement Count

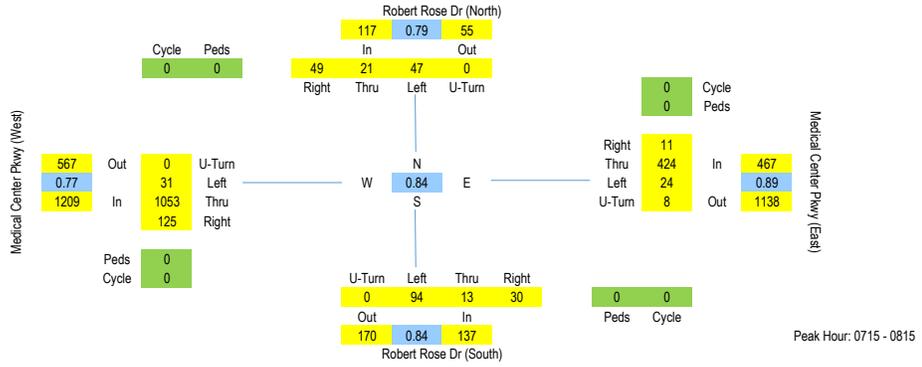
Site 5 of 11
Robert Rose Dr (North)
Medical Center Pkwy (East)
Robert Rose Dr (South)
Medical Center Pkwy (West)

Lat/Long
35.857916°, -86.436850°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Robert Rose Dr (North)						Westbound Medical Center Pkwy (East)						Northbound Robert Rose Dr (South)						Eastbound Medical Center Pkwy (West)						Int Total	Rolling Hour						
	U-Turn 5.1	Left 5.2	Thru 5.3	Right 5.4	Peds 5a	App Total	U-Turn 5.5	Left 5.6	Thru 5.7	Right 5.8	Peds 5b	App Total	U-Turn 5.9	Left 5.10	Thru 5.11	Right 5.12	Peds 5c	App Total	U-Turn 5.13	Left 5.14	Thru 5.15	Right 5.16	Peds 5d	App Total								
0600 - 0615	0	5	3	17	0	25	3	0	37	0	0	40	0	10	0	4	0	14	0	2	79	13	0	94	0	2	134	10	0	146	173	935
0615 - 0630	0	2	4	19	0	25	2	2	55	4	0	63	0	15	2	5	0	22	0	4	91	11	0	106	216	1091						
0630 - 0645	0	7	2	23	0	32	0	2	56	3	0	61	0	12	1	7	0	20	0	2	134	10	0	146	259	1319						
0645 - 0700	0	2	5	16	0	23	0	2	68	2	0	72	0	13	2	7	0	22	0	5	141	24	0	170	287	1541						
Hourly Total	0	16	14	75	0	105	5	6	216	9	0	236	0	50	5	23	0	78	0	13	445	58	0	516	935	-						
0700 - 0715	0	7	5	14	0	26	1	2	75	4	0	82	0	20	2	7	0	29	0	3	164	25	0	192	329	1830						
0715 - 0730	0	16	6	15	0	37	1	6	99	1	0	107	0	16	3	7	0	26	0	4	233	37	0	274	444	1930						
0730 - 0745	0	7	9	11	0	27	3	5	89	3	0	100	0	27	4	10	0	41	0	8	277	28	0	313	481	1886						
0745 - 0800	0	13	2	7	0	22	3	4	120	2	0	129	0	22	3	8	0	33	0	14	335	43	0	392	576	1797						
Hourly Total	0	43	22	47	0	112	8	17	383	10	0	418	0	85	12	32	0	129	0	29	1009	133	0	1171	1830	-						
0800 - 0815	0	11	4	16	0	31	1	9	116	5	0	131	0	29	3	5	0	37	0	5	208	17	0	230	429	1637						
0815 - 0830	0	4	5	13	0	22	1	4	109	2	0	116	0	15	3	10	0	28	2	4	201	27	0	234	400	-						
0830 - 0845	0	5	2	8	0	15	1	3	126	1	0	131	0	22	4	9	0	35	0	3	183	25	0	211	392	-						
0845 - 0900	0	8	3	3	0	14	0	7	122	7	0	136	0	16	4	3	0	23	0	10	194	39	0	243	416	-						
Hourly Total	0	28	14	40	0	82	3	23	473	15	0	514	0	82	14	27	0	123	2	22	786	108	0	918	1637	-						
Grand Total	0	87	50	162	0	299	16	46	1072	34	0	1168	0	217	31	82	0	330	2	64	2240	299	0	2605	4402	-						
Approach (%)	0.00	29.10	16.72	54.18	0.00		1.37	3.94	91.78	2.91	0.00		0.00	65.76	9.39	24.85	0.00		0.08	2.46	85.99	11.48	0.00									
Total (%)	0.00	1.98	1.14	3.68	0.00	6.79	0.36	1.04	24.35	0.77	0.00	26.53	0.00	4.93	0.70	1.86	0.00	7.50	0.05	1.45	50.89	6.79	0.00	59.18								
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	0	-	0						
Cars	0	87	49	160	-	296	16	45	1035	33	-	1129	0	214	30	81	-	325	2	61	2211	294	-	2568								
Truck	0	0	1	2	-	3	0	1	37	1	-	39	0	3	1	1	-	5	0	3	29	5	-	37								
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00						
Cars (%)	0.00	100.00	98.00	98.77	-	99.00	100.00	97.83	96.55	97.06	-	96.66	0.00	98.62	96.77	98.78	-	98.48	100.00	95.31	98.71	98.33	-	98.58								
Truck (%)	0.00	0.00	2.00	1.23	-	1.00	0.00	2.17	3.45	2.94	-	3.34	0.00	1.38	3.23	1.22	-	1.52	0.00	4.69	1.29	1.67	-	1.42								

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)						Westbound Medical Center Pkwy (East)						Northbound Robert Rose Dr (South)						Eastbound Medical Center Pkwy (West)						Int Total			
	U-Turn 5.1	Left 5.2	Thru 5.3	Right 5.4	Peds 5a	App Total	U-Turn 5.5	Left 5.6	Thru 5.7	Right 5.8	Peds 5b	App Total	U-Turn 5.9	Left 5.10	Thru 5.11	Right 5.12	Peds 5c	App Total	U-Turn 5.13	Left 5.14	Thru 5.15	Right 5.16	Peds 5d	App Total				
0715 - 0730	0	16	6	15	0	37	1	6	99	1	0	107	0	16	3	7	0	26	0	4	233	37	0	274	444			
0730 - 0745	0	7	9	11	0	27	3	5	89	3	0	100	0	27	4	10	0	41	0	8	277	28	0	313	481			
0745 - 0800	0	13	2	7	0	22	3	4	120	2	0	129	0	22	3	8	0	33	0	14	335	43	0	392	576			
0800 - 0815	0	11	4	16	0	31	1	9	116	5	0	131	0	29	3	5	0	37	0	5	208	17	0	230	429			
Grand Total	0	47	21	49	0	117	8	24	424	11	0	467	0	94	13	30	0	137	0	31	1053	125	0	1209	1930			
Approach (%)	0.00	40.17	17.95	41.88	0.00		1.71	5.14	90.79	2.36	0.00		0.00	68.61	9.49	21.90	0.00		0.00	2.56	87.10	10.34	0.00					
Total (%)	0.00	2.44	1.09	2.54	0.00	6.06	0.41	1.24	21.97	0.57	0.00	24.20	0.00	4.87	0.67	1.55	0.00	7.10	0.00	1.61	54.56	6.48	0.00	62.64				
PHF	79%						89%						84%						84%									
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	0	47	20	48	-	115	8	24	412	11	-	455	0	94	13	30	-	137	0	30	1043	124	-	1197	1904			
Truck	0	0	1	1	-	2	0	0	12	0	-	12	0	0	0	0	-	0	0	1	10	1	-	12	26			
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	100.00	95.24	97.96	-	98.29	100.00	100.00	97.17	100.00	-	97.43	0.00	100.00	100.00	100.00	-	100.00	0.00	96.77	99.05	99.20	-	99.01	98.65			
Truck (%)	0.00	0.00	4.76	2.04	-	1.71	0.00	0.00	2.83	0.00	-	2.57	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	3.23	0.95	0.80	-	0.99	1.35		

Murfreesboro, TN
Classified Turn Movement Count

Site 6 of 11

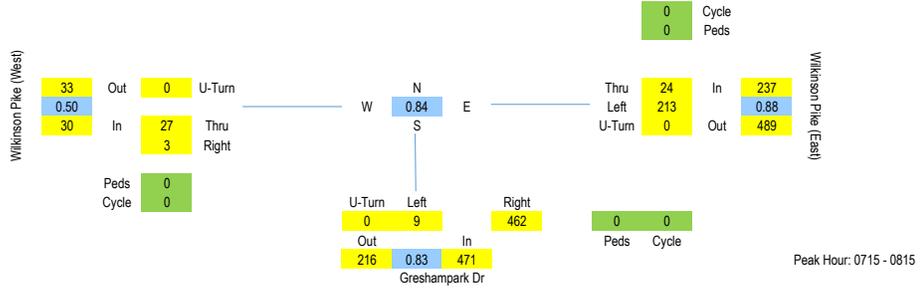
Wilkinson Pike (East)
Greshampark Dr
Wilkinson Pike (West)

Lat/Long
35.867615°, -86.446294°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Thru	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling	
	6.1	6.2	6.3	6b	Total	6.4	6.5	6.6	6c	Total	6.7	6.8	6.9	6d	Total	Total	Total	Total	Total	Total	Total	Total	Hour	
0600 - 0615	0	24	0	0	24	0	0	34	0	34	0	2	0	0	2	60	412	60	412	0	0	2	60	412
0615 - 0630	0	33	0	0	33	0	0	50	0	50	0	0	0	0	0	83	491	0	0	0	0	83	491	
0630 - 0645	0	48	1	0	49	0	0	77	0	77	0	0	0	0	0	126	578	0	0	0	0	126	578	
0645 - 0700	0	42	1	0	43	0	0	99	0	99	0	1	0	0	1	143	671	1	0	0	0	1	143	671
Hourly Total	0	147	2	0	149	0	0	260	0	260	0	3	0	0	3	412	-	3	0	0	0	3	412	-
0700 - 0715	0	54	1	0	55	0	0	82	0	82	0	2	0	0	2	139	733	2	0	0	0	2	139	733
0715 - 0730	0	49	5	0	54	0	4	106	0	110	0	6	0	0	6	170	738	6	0	0	0	6	170	738
0730 - 0745	0	54	8	0	62	0	1	141	0	142	0	14	1	0	15	219	715	14	1	0	0	15	219	715
0745 - 0800	0	59	8	0	67	0	3	129	0	132	0	6	0	0	6	205	613	6	0	0	0	6	205	613
Hourly Total	0	216	22	0	238	0	8	458	0	466	0	28	1	0	29	733	-	28	1	0	0	29	733	-
0800 - 0815	0	51	3	0	54	0	1	86	0	87	0	1	2	0	3	144	520	1	2	0	0	3	144	520
0815 - 0830	0	62	2	0	64	0	0	79	0	79	0	2	2	0	4	147	-	2	2	0	0	4	147	-
0830 - 0845	0	46	2	0	48	0	0	68	0	68	0	0	1	0	1	117	-	0	1	0	0	1	117	-
0845 - 0900	0	54	3	0	57	0	0	52	0	52	0	1	2	0	3	112	-	1	2	0	0	3	112	-
Hourly Total	0	213	10	0	223	0	1	285	0	286	0	4	7	0	11	520	-	4	7	0	0	11	520	-
Grand Total	0	576	34	0	610	0	9	1003	0	1012	0	35	8	0	43	1665	-	35	8	0	0	43	1665	-
Approach (%)	0.00	94.43	5.57	0.00	36.64	0.00	0.89	99.11	0.00	60.78	0.00	81.40	18.60	0.00	2.58	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-
Total (%)	0.00	34.59	2.04	0.00	0.00	0.00	0.54	60.24	0.00	60.78	0.00	2.10	0.48	0.00	2.58	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	-	-	0	0	-	0	0	0	-
Cars	0	569	32	-	601	0	9	996	-	1005	0	35	7	-	42	-	-	0	0	-	0	0	0	-
Truck	0	7	2	-	9	0	0	7	-	7	0	0	1	-	1	-	-	0	0	-	0	0	0	-
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	-	-	0.00	0.00	-	0.00	0.00	0.00	-
Cars (%)	0.00	98.78	94.12	-	98.52	0.00	100.00	99.30	-	99.31	0.00	100.00	87.50	-	97.67	-	-	100.00	100.00	-	100.00	100.00	98.78	-
Truck (%)	0.00	1.22	5.88	-	1.48	0.00	0.00	0.70	-	0.69	0.00	0.00	12.50	-	2.33	-	-	0.00	0.00	-	0.00	0.00	1.22	-

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Thru	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling	
	6.1	6.2	6.3	6b	Total	6.4	6.5	6.6	6c	Total	6.7	6.8	6.9	6d	Total	Total	Total	Total	Total	Total	Total	Total	Hour	
0715 - 0730	0	49	5	0	54	0	4	106	0	110	0	6	0	0	6	170	738	6	0	0	0	6	170	
0730 - 0745	0	54	8	0	62	0	1	141	0	142	0	14	1	0	15	219	715	14	1	0	0	15	219	
0745 - 0800	0	59	8	0	67	0	3	129	0	132	0	6	0	0	6	205	613	6	0	0	0	6	205	
0800 - 0815	0	51	3	0	54	0	1	86	0	87	0	1	2	0	3	144	520	1	2	0	0	3	144	
Grand Total	0	213	24	0	237	0	9	462	0	471	0	27	3	0	30	738	-	27	3	0	0	30	738	
Approach (%)	0.00	89.87	10.13	0.00	32.11	0.00	1.22	98.09	0.00	63.82	0.00	90.00	10.00	0.00	4.07	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-
Total (%)	0.00	28.86	3.25	0.00	0.00	0.00	0.83	62.60	0.00	63.82	0.00	3.66	0.41	0.00	4.07	-	-	0.00	0.00	0.00	0.00	0.00	0.00	-
PHF	0%	90%	75%	-	0%	56%	82%	0%	50%	84%	-	48%	38%	-	84%	-	-	0%	0%	-	0%	0%	0%	-
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	-	-	0	0	-	0	0	0	-
Cars	0	209	23	-	232	0	9	458	-	467	0	27	3	-	30	729	-	27	3	-	0	30	729	-
Truck	0	4	1	-	5	0	0	4	-	4	0	0	0	-	0	9	-	0	0	-	0	0	9	-
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	-	-	0.00	0.00	-	0.00	0.00	0.00	-
Cars (%)	0.00	98.12	95.83	-	97.89	0.00	100.00	99.13	-	99.15	0.00	100.00	100.00	-	100.00	98.78	-	100.00	100.00	-	100.00	100.00	98.78	-
Truck (%)	0.00	1.88	4.17	-	2.11	0.00	0.00	0.87	-	0.85	0.00	0.00	0.00	-	0.00	1.22	-	0.00	0.00	-	0.00	0.00	1.22	-

Murfreesboro, TN
Classified Turn Movement Count

Site 7 of 11
W Park Dr
Wilkinson Pike (East)

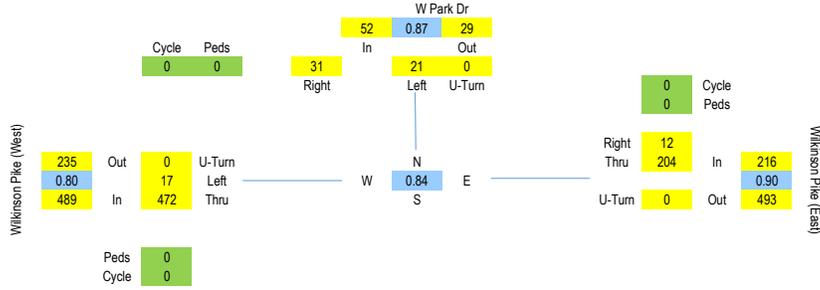
Wilkinson Pike (West)

Lat/Long
35.867391°, -86.443637°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound W Park Dr				Westbound Wilkinson Pike (East)					
	U-Turn 7.1	Left 7.2	Right 7.3	Peds 7a	App Total	U-Turn 7.4	Thru 7.5	Right 7.6	Peds 7b	App Total
0600 - 0615	0	2	5	0	7	0	18	1	0	19
0615 - 0630	0	2	8	0	10	0	26	0	0	26
0630 - 0645	0	6	10	0	16	0	39	0	0	39
0645 - 0700	0	4	11	0	15	0	31	1	0	32
Hourly Total	0	14	34	0	48	0	114	2	0	116
0700 - 0715	0	3	9	0	12	0	46	2	0	48
0715 - 0730	0	5	7	0	12	0	47	2	0	49
0730 - 0745	0	5	6	0	11	0	55	5	0	60
0745 - 0800	0	5	10	0	15	0	58	2	0	60
Hourly Total	0	18	32	0	50	0	206	11	0	217
0800 - 0815	0	6	8	0	14	0	44	3	0	47
0815 - 0830	0	4	10	0	14	0	55	1	0	56
0830 - 0845	0	6	5	0	11	0	42	2	0	44
0845 - 0900	0	2	3	0	5	0	54	2	0	56
Hourly Total	0	18	26	0	44	0	195	8	0	203
Grand Total	0	50	92	0	142	0	515	21	0	536
Approach (%)	0.00	35.21	64.79	0.00	0.00	96.08	3.92	0.00		
Total (%)	0.00	2.92	5.37	0.00	8.28	0.00	30.05	1.23	0.00	31.27
P/Cycle	0	0	0	-	0	0	0	0	-	0
Cars	0	49	92	-	141	0	506	21	-	527
Truck	0	1	0	-	1	0	9	0	-	9
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00
Cars (%)	0.00	98.00	100.00	-	99.30	0.00	98.25	100.00	-	98.32
Truck (%)	0.00	2.00	0.00	-	0.70	0.00	1.75	0.00	-	1.68

TIME	Eastbound Wilkinson Pike (West)					Int Total	Rolling Hour
	U-Turn 7.7	Left 7.8	Thru 7.9	Peds 7d	App Total		
0600 - 0615	0	0	34	0	34	60	425
0615 - 0630	0	2	47	0	49	85	510
0630 - 0645	0	0	77	0	77	132	601
0645 - 0700	0	3	98	0	101	148	693
Hourly Total	0	5	256	0	261	425	-
0700 - 0715	0	5	80	0	85	145	751
0715 - 0730	0	3	112	0	115	176	757
0730 - 0745	0	7	146	0	153	224	731
0745 - 0800	0	3	128	0	131	206	628
Hourly Total	0	18	466	0	484	751	-
0800 - 0815	0	4	86	0	90	151	538
0815 - 0830	0	2	78	0	80	150	
0830 - 0845	0	2	64	0	66	121	
0845 - 0900	0	2	53	0	55	116	
Hourly Total	0	10	281	0	291	538	
Grand Total	0	33	1003	0	1036	1714	
Approach (%)	0.00	3.19	96.81	0.00			
Total (%)	0.00	1.93	58.52	0.00	60.44		
P/Cycle	0	0	0	-	0		
Cars	0	32	997	-	1029		
Truck	0	1	6	-	7		
P/Cycle (%)	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	96.97	99.40	-	99.32		
Truck (%)	0.00	3.03	0.60	-	0.68		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound W Park Dr				Westbound Wilkinson Pike (East)					
	U-Turn 7.1	Left 7.2	Right 7.3	Peds 7a	App Total	U-Turn 7.4	Thru 7.5	Right 7.6	Peds 7b	App Total
0715 - 0730	0	5	7	0	12	0	47	2	0	49
0730 - 0745	0	5	6	0	11	0	55	5	0	60
0745 - 0800	0	5	10	0	15	0	58	2	0	60
0800 - 0815	0	6	8	0	14	0	44	3	0	47
Grand Total	0	21	31	0	52	0	204	12	0	216
Approach (%)	0.00	40.38	59.62	0.00	0.00	94.44	5.56	0.00		
Total (%)	0.00	2.77	4.10	0.00	6.87	0.00	26.95	1.59	0.00	28.53
PHF	0%	88%	78%		0%	88%	60%			
P/Cycle	0	0	0	-	0	0	0	0	-	0
Cars	0	21	31	-	52	0	200	12	-	212
Truck	0	0	0	-	0	0	4	0	-	4
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	98.04	100.00	-	98.15
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	1.96	0.00	-	1.85

TIME	Eastbound Wilkinson Pike (West)					Int Total
	U-Turn 7.7	Left 7.8	Thru 7.9	Peds 7d	App Total	
0715 - 0730	0	3	112	0	115	176
0730 - 0745	0	7	146	0	153	224
0745 - 0800	0	3	128	0	131	206
0800 - 0815	0	4	86	0	90	151
Grand Total	0	17	472	0	489	757
Approach (%)	0.00	3.48	96.52	0.00		
Total (%)	0.00	2.25	62.35	0.00	64.60	
PHF	0%	61%	81%		84%	
P/Cycle	0	0	0	-	0	0
Cars	0	17	468	-	485	749
Truck	0	0	4	-	4	8
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00
Cars (%)	0.00	100.00	99.15	-	99.18	98.94
Truck (%)	0.00	0.00	0.85	-	0.82	1.06

Murfreesboro, TN
Classified Turn Movement Count

Site 8 of 11

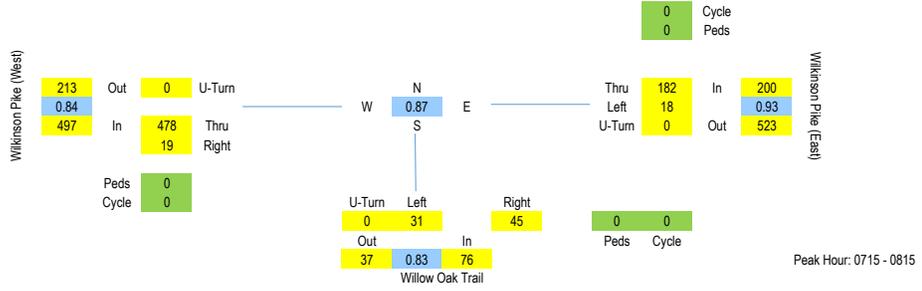
Wilkinson Pike (East)
Willow Oak Trail
Wilkinson Pike (West)

Lat/Long
35.866080°, -86.438822°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Right	Peds	App	Int	Rolling
0600 - 0615	0	1	13	0	14	0	6	3	0	9	0	34	2	0	36	59	411			
0615 - 0630	0	3	15	0	18	0	10	2	0	12	0	47	1	0	48	78	490			
0630 - 0645	0	2	28	0	30	0	11	3	0	14	0	78	7	0	85	129	597			
0645 - 0700	0	2	20	0	22	0	11	10	0	21	0	99	3	0	102	145	690			
Hourly Total	0	8	76	0	84	0	38	18	0	56	0	258	13	0	271	411	-			
0700 - 0715	0	2	29	0	31	0	14	10	0	24	0	81	2	0	83	138	754			
0715 - 0730	0	6	40	0	46	0	9	14	0	23	0	109	7	0	116	185	773			
0730 - 0745	0	2	49	0	51	0	9	14	0	23	0	145	3	0	148	222	727			
0745 - 0800	0	4	50	0	54	0	4	12	0	16	0	135	4	0	139	209	634			
Hourly Total	0	14	168	0	182	0	36	50	0	86	0	470	16	0	486	754	-			
0800 - 0815	0	6	43	0	49	0	9	5	0	14	0	89	5	0	94	157	550			
0815 - 0830	0	5	51	0	56	0	3	4	0	7	0	71	5	0	76	139				
0830 - 0845	0	2	37	0	39	0	6	5	0	11	0	75	4	0	79	129				
0845 - 0900	0	4	53	0	57	0	5	8	0	13	0	55	0	0	55	125				
Hourly Total	0	17	184	0	201	0	23	22	0	45	0	290	14	0	304	550				
Grand Total	0	39	428	0	467	0	97	90	0	187	0	1018	43	0	1061	1715				
Approach (%)	0.00	8.35	91.65	0.00	0.00	51.87	48.13	0.00	0.00	95.95	4.05	0.00	59.36	2.51	0.00	61.87				
Total (%)	0.00	2.27	24.96	0.00	27.23	0.00	5.66	5.25	0.00	10.90	0.00	95.95	59.36	2.51	0.00	61.87				
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	0	-	0				
Cars	0	39	420	-	459	0	96	87	-	183	0	1012	42	-	1054					
Truck	0	0	8	-	8	0	1	3	-	4	0	6	1	-	7					
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00				
Cars (%)	0.00	100.00	98.13	-	98.29	0.00	98.97	96.67	-	97.86	0.00	99.41	97.67	-	99.34					
Truck (%)	0.00	0.00	1.87	-	1.71	0.00	1.03	3.33	-	2.14	0.00	0.59	2.33	-	0.66					

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Right	Peds	App	Int
0715 - 0730	0	6	40	0	46	0	9	14	0	23	0	109	7	0	116	185			
0730 - 0745	0	2	49	0	51	0	9	14	0	23	0	145	3	0	148	222			
0745 - 0800	0	4	50	0	54	0	4	12	0	16	0	135	4	0	139	209			
0800 - 0815	0	6	43	0	49	0	9	5	0	14	0	89	5	0	94	157			
Grand Total	0	18	182	0	200	0	31	45	0	76	0	478	19	0	497	773			
Approach (%)	0.00	9.00	91.00	0.00	0.00	40.79	59.21	0.00	0.00	96.18	3.82	0.00	61.84	2.46	0.00	64.29			
Total (%)	0.00	2.33	23.54	0.00	25.87	0.00	4.01	5.82	0.00	9.83	0.00	95.95	61.84	2.46	0.00	64.29			
PHF	0%	75%	91%	-	0%	86%	80%	0%	84%	82%	68%	-	87%						
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	0	-	0	0		
Cars	0	18	178	-	196	0	31	44	-	75	0	474	19	-	493	764			
Truck	0	0	4	-	4	0	0	1	-	1	0	4	0	-	4	9			
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00			
Cars (%)	0.00	100.00	97.80	-	98.00	0.00	100.00	97.78	-	98.68	0.00	99.16	100.00	-	99.20	98.84			
Truck (%)	0.00	0.00	2.20	-	2.00	0.00	0.00	2.22	-	1.32	0.00	0.84	0.00	-	0.80	1.16			

Murfreesboro, TN
Classified Turn Movement Count

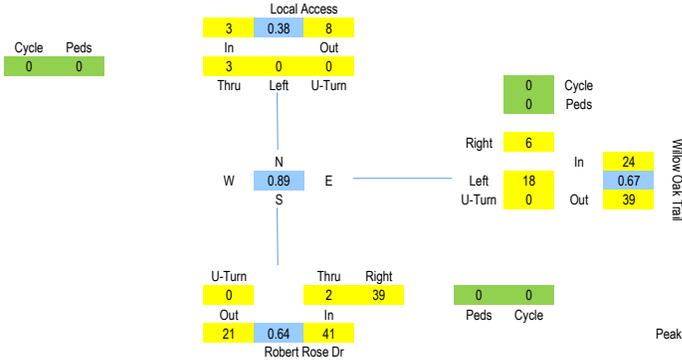
Site 9 of 11
Local Access
Willow Oak Trail
Robert Rose Dr

Lat/Long
35.864176°, -86.440431°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Local Access			Peds 9a	App Total	Westbound Willow Oak Trail			Peds 9b	App Total	Northbound Robert Rose Dr				Int Total	Rolling Hour	
	U-Turn 9.1	Left 9.2	Thru 9.3			U-Turn 9.4	Left 9.5	Right 9.6			U-Turn 9.7	Thru 9.8	Right 9.9	Peds 9c			App Total
0600 - 0615	0	0	1	0	1	0	0	1	0	0	0	0	4	0	4	6	43
0615 - 0630	0	0	0	0	0	0	0	3	1	0	4	0	3	0	3	7	43
0630 - 0645	0	0	0	0	0	0	0	8	0	0	8	0	7	0	7	15	55
0645 - 0700	0	0	0	0	0	0	0	1	1	0	2	0	12	0	13	15	58
Hourly Total	0	0	1	0	1	0	0	13	2	0	15	0	26	0	27	43	-
0700 - 0715	0	0	0	0	0	0	0	0	1	0	1	0	5	0	5	6	58
0715 - 0730	0	0	0	0	0	0	6	0	3	0	9	0	10	0	10	19	68
0730 - 0745	0	0	1	0	1	0	1	0	0	0	1	0	16	0	16	18	61
0745 - 0800	0	0	0	0	0	0	4	0	2	0	6	0	9	0	9	15	53
Hourly Total	0	0	1	0	1	0	11	0	6	0	17	0	40	0	40	58	-
0800 - 0815	0	0	2	0	2	0	7	0	1	0	8	0	4	0	6	16	51
0815 - 0830	0	0	0	0	0	0	4	0	4	0	8	0	3	0	4	12	-
0830 - 0845	0	1	1	0	2	0	2	0	2	0	4	0	4	0	4	10	-
0845 - 0900	0	0	2	0	2	0	2	0	1	0	3	0	7	0	8	13	-
Hourly Total	0	1	5	0	6	0	15	0	8	0	23	0	18	0	22	51	-
Grand Total	0	1	7	0	8	0	39	0	16	0	55	0	5	84	0	89	152
Approach (%)	0.00	12.50	87.50	0.00		0.00	70.91		29.09	0.00		0.00	5.62	94.38	0.00		
Total (%)	0.00	0.66	4.61	0.00	5.26	0.00	25.66		10.53	0.00	36.18	0.00	3.29	55.26	0.00	58.55	
P/Cycle	0	0	0	-	0	0	0	0	0	-	0	0	0	0	-	0	
Cars	0	1	7	-	8	0	39	0	15	-	54	0	3	83	-	86	
Truck	0	0	0	-	0	0	0	0	1	-	1	0	2	1	-	3	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	100.00	0.00	93.75	-	98.18	0.00	60.00	98.81	-	96.63	
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	6.25	-	1.82	0.00	40.00	1.19	-	3.37	

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Local Access			Peds 9a	App Total	Westbound Willow Oak Trail			Peds 9b	App Total	Northbound Robert Rose Dr				Int Total		
	U-Turn 9.1	Left 9.2	Thru 9.3			U-Turn 9.4	Left 9.5	Right 9.6			U-Turn 9.7	Thru 9.8	Right 9.9	Peds 9c		App Total	
0715 - 0730	0	0	0	0	0	0	6	0	3	0	9	0	0	10	0	10	19
0730 - 0745	0	0	1	0	1	0	1	0	0	0	1	0	0	16	0	16	18
0745 - 0800	0	0	0	0	0	0	4	0	2	0	6	0	0	9	0	9	15
0800 - 0815	0	0	2	0	2	0	7	0	1	0	8	0	2	4	0	6	16
Grand Total	0	0	3	0	3	0	18	0	6	0	24	0	2	39	0	41	68
Approach (%)	0.00	0.00	100.00	0.00		0.00	75.00		25.00	0.00		0.00	4.88	95.12	0.00		
Total (%)	0.00	0.00	4.41	0.00	4.41	0.00	26.47		8.82	0.00	35.29	0.00	2.94	57.35	0.00	60.29	
PHF	0%	0%	38%			0%	64%		50%			0%	25%	61%			89%
P/Cycle	0	0	0	-	0	0	0	0	0	-	0	0	0	0	-	0	0
Cars	0	0	3	-	3	0	18	0	6	-	24	0	1	39	-	40	67
Truck	0	0	0	-	0	0	0	0	0	-	0	0	1	0	-	1	1
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00
Cars (%)	0.00	0.00	100.00	-	100.00	0.00	100.00	0.00	100.00	-	100.00	0.00	50.00	100.00	-	97.56	98.53
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	50.00	0.00	-	2.44	1.47

Murfreesboro, TN
Classified Turn Movement Count

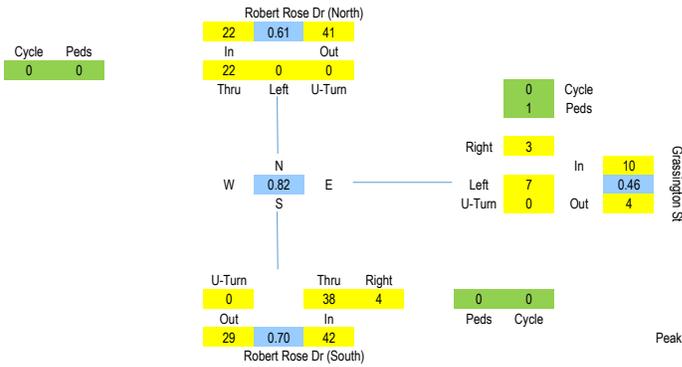
Site 10 of 11
Robert Rose Dr (North)
Grassington St
Robert Rose Dr (South)

Lat/Long
35.863444°, -86.440064°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Robert Rose Dr (North)			Peds 10a	App Total	Westbound Grassington St			Peds 10b	App Total	Northbound Robert Rose Dr (South)				Int Total	Rolling Hour		
	U-Turn 10.1	Left 10.2	Thru 10.3			U-Turn 10.4	Left 10.5	Right 10.6			U-Turn 10.7	Thru 10.8	Right 10.9	Peds 10c			App Total	
0600 - 0615	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	8	54	
0615 - 0630	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	11	54	
0630 - 0645	0	0	7	1	8	0	0	0	0	0	0	0	0	0	0	22	63	
0645 - 0700	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	16	65	
Hourly Total	0	0	13	1	14	0	0	0	0	0	0	0	0	0	0	57	-	
0700 - 0715	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	64	
0715 - 0730	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	19	74	
0730 - 0745	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	23	65	
0745 - 0800	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	15	51	
Hourly Total	0	0	13	0	13	0	0	0	0	0	0	0	0	0	0	66	-	
0800 - 0815	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	18	51	
0815 - 0830	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	10	-	
0830 - 0845	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	8	-	
0845 - 0900	0	1	3	0	4	0	0	0	0	0	0	0	0	0	0	15	-	
Hourly Total	0	1	19	0	20	0	0	0	0	0	0	0	0	0	0	51	-	
Grand Total	0	1	45	1	47	0	25	10	4	39	0	79	9	0	88	174	-	
Approach (%)	0.00	2.13	95.74	2.13	0.00	64.10	25.64	10.26	0.00	89.77	10.23	0.00	0.00	0.00	45.40	5.17	0.00	50.57
Total (%)	0.00	0.57	25.86	0.57	27.01	0.00	14.37	5.75	2.30	22.41	0.00	45.40	5.17	0.00	50.57	0.00	0.00	0.00
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	-	0
Cars	0	1	45	-	46	0	25	10	-	35	0	76	9	-	85	0	-	85
Truck	0	0	0	-	0	0	0	0	-	0	0	3	0	-	3	0	-	3
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	-	0.00
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	0.00	96.20	100.00	-	96.59	0.00	-	96.59
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	3.80	0.00	-	3.41	0.00	-	3.41

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)			Peds 10a	App Total	Westbound Grassington St			Peds 10b	App Total	Northbound Robert Rose Dr (South)				Int Total			
	U-Turn 10.1	Left 10.2	Thru 10.3			U-Turn 10.4	Left 10.5	Right 10.6			U-Turn 10.7	Thru 10.8	Right 10.9	Peds 10c		App Total		
0715 - 0730	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	19	-	
0730 - 0745	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	23	-	
0745 - 0800	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	15	-	
0800 - 0815	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	18	-	
Grand Total	0	0	22	0	22	0	7	3	1	11	0	38	4	0	42	75	-	
Approach (%)	0.00	0.00	100.00	0.00	0.00	63.64	27.27	9.09	0.00	90.48	9.52	0.00	0.00	0.00	56.00	0.00	0.00	0.00
Total (%)	0.00	0.00	29.33	0.00	29.33	0.00	9.33	4.00	1.33	14.67	0.00	50.67	5.33	0.00	56.00	0.00	0.00	0.00
PHF	0%	0%	61%	0%	0%	58%	38%	0%	70%	68%	50%	0%	0%	0%	0%	82%	0%	0%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	-	0
Cars	0	0	22	-	22	0	7	3	-	10	0	38	4	-	42	0	-	74
Truck	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	-	0
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	-	0.00
Cars (%)	0.00	0.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	0.00	-	98.67
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	-	0.00

Murfreesboro, TN
Classified Turn Movement Count

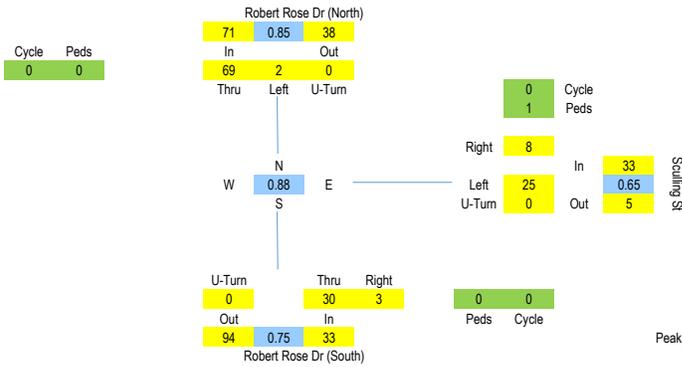
Site 11 of 11
Robert Rose Dr (North)
Sculling St
Robert Rose Dr (South)

Lat/Long
35.860608°, -86.437829°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

0600 - 0900 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 0715 - 0815

TIME	Southbound Robert Rose Dr (North)			Peds 11a	App Total	Westbound Sculling St			Peds 11b	App Total	Northbound Robert Rose Dr (South)				Int Total	Rolling Hour	
	U-Turn 11.1	Left 11.2	Thru 11.3			U-Turn 11.4	Left 11.5	Right 11.6			U-Turn 11.7	Thru 11.8	Right 11.9	Peds 11c			App Total
0600 - 0615	0	0	18	0	18	0	0	5	0	5	0	1	0	0	1	24	114
0615 - 0630	0	0	15	0	15	0	2	0	0	2	0	5	3	0	8	26	117
0630 - 0645	0	0	21	0	21	0	7	0	5	12	0	3	0	0	3	36	131
0645 - 0700	0	0	14	0	14	0	8	3	0	11	0	6	3	0	9	34	130
Hourly Total	0	0	68	0	68	0	22	3	6	31	0	15	6	0	21	120	-
0700 - 0715	0	0	16	0	16	0	4	0	1	5	0	3	4	0	7	28	127
0715 - 0730	0	1	20	0	21	0	10	3	0	13	0	3	2	0	5	39	137
0730 - 0745	0	0	13	0	13	0	4	3	1	8	0	10	0	0	10	31	120
0745 - 0800	0	1	16	0	17	0	3	0	0	3	0	10	1	0	11	31	110
Hourly Total	0	2	65	0	67	0	21	6	2	29	0	26	7	0	33	129	-
0800 - 0815	0	0	20	0	20	0	8	2	0	10	0	7	0	0	7	37	101
0815 - 0830	0	1	13	0	14	0	4	1	0	5	0	1	2	0	3	22	-
0830 - 0845	0	0	11	0	11	0	5	0	0	5	0	4	0	0	4	20	-
0845 - 0900	0	0	10	0	10	0	2	0	0	2	0	8	2	0	10	22	-
Hourly Total	0	1	54	0	55	0	19	3	0	22	0	20	4	0	24	101	-
Grand Total	0	3	187	0	190	0	62	12	8	82	0	61	17	0	78	350	-
Approach (%)	0.00	1.58	98.42	0.00	0.00	0.00	75.61	14.63	9.76	0.00	0.00	78.21	21.79	0.00	0.00	-	-
Total (%)	0.00	0.86	53.43	0.00	54.29	0.00	17.71	3.43	2.29	23.43	0.00	17.43	4.86	0.00	22.29	-	-
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	-	-
Cars	0	2	185	-	187	0	62	12	-	74	0	58	16	-	74	-	-
Truck	0	1	2	-	3	0	0	0	-	0	0	3	1	-	4	-	-
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	-	-
Cars (%)	0.00	66.67	98.93	-	98.42	0.00	100.00	100.00	-	100.00	0.00	95.08	94.12	-	94.87	-	-
Truck (%)	0.00	33.33	1.07	-	1.58	0.00	0.00	0.00	-	0.00	0.00	4.92	5.88	-	5.13	-	-

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)			Peds 11a	App Total	Westbound Sculling St			Peds 11b	App Total	Northbound Robert Rose Dr (South)				Int Total			
	U-Turn 11.1	Left 11.2	Thru 11.3			U-Turn 11.4	Left 11.5	Right 11.6			U-Turn 11.7	Thru 11.8	Right 11.9	Peds 11c		App Total		
0715 - 0730	0	1	20	0	21	0	10	3	0	13	0	3	2	0	5	39	-	
0730 - 0745	0	0	13	0	13	0	4	3	1	8	0	10	0	0	10	31	-	
0745 - 0800	0	1	16	0	17	0	3	0	0	3	0	10	1	0	11	31	-	
0800 - 0815	0	0	20	0	20	0	8	2	0	10	0	7	0	0	7	37	-	
Grand Total	0	2	69	0	71	0	25	8	1	34	0	30	3	0	33	138	-	
Approach (%)	0.00	2.82	97.18	0.00	0.00	0.00	73.53	23.53	2.94	0.00	0.00	90.91	9.09	0.00	0.00	-	-	
Total (%)	0.00	1.45	50.00	0.00	51.45	0.00	18.12	5.80	0.72	24.64	0.00	21.74	2.17	0.00	23.91	-	-	
PHF	85%					65%					75%							88%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	-	
Cars	0	2	68	-	70	0	25	8	-	33	0	30	3	-	33	-	-	
Truck	0	0	1	-	1	0	0	0	-	0	0	0	0	-	0	-	-	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	-	-	
Cars (%)	0.00	100.00	98.55	-	98.59	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	-	-	
Truck (%)	0.00	0.00	1.45	-	1.41	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	-	-	

Murfreesboro, TN
Classified Turn Movement Count

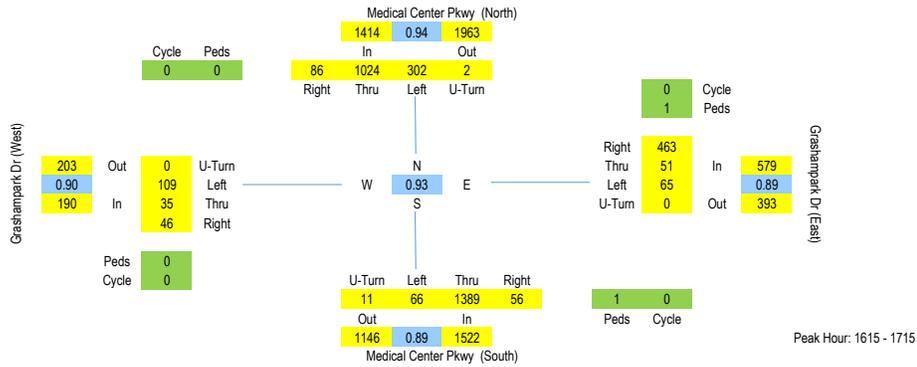
Site 1 of 11
Medical Center Pkwy (North)
Grashampark Dr (East)
Medical Center Pkwy (South)
Grashampark Dr (West)

Lat/Long
35.865444 °, -86.447212°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	Southbound Medical Center Pkwy (North)						Westbound Grashampark Dr (East)					Northbound Medical Center Pkwy (South)					Eastbound Grashampark Dr (West)					Int Total	Rolling Hour				
	U-Turn 1.1	Left 1.2	Thru 1.3	Right 1.4	Peds 1a	App Total	U-Turn 1.5	Left 1.6	Thru 1.7	Right 1.8	Peds 1b	App Total	U-Turn 1.9	Left 1.10	Thru 1.11	Right 1.12	Peds 1c	App Total	U-Turn 1.13	Left 1.14	Thru 1.15			Right 1.16	Peds 1d	App Total	
1530 - 1545	1	73	204	18	1	297	0	13	4	84	0	101	3	14	300	16	0	333	0	17	4	11	1	33	764	3263	
1545 - 1600	1	58	241	15	1	316	0	17	10	80	0	107	5	12	310	13	0	340	0	15	6	14	0	35	798	3447	
1600 - 1615	4	72	242	17	0	335	0	12	8	80	0	100	0	10	318	22	0	350	0	19	6	13	0	38	823	3535	
1615 - 1630	0	80	231	16	0	327	0	17	18	128	0	163	6	20	303	13	1	343	0	26	9	14	0	49	882	3705	
Hourly Total	6	283	918	66	2	1275	0	59	40	372	0	471	14	56	1231	64	1	1366	0	77	25	52	1	155	3267	-	
1630 - 1645	1	71	283	22	0	377	0	17	11	105	0	133	2	12	366	17	0	397	0	25	6	8	0	39	946	3699	
1645 - 1700	0	81	233	21	0	335	0	15	11	122	0	148	1	12	334	6	0	353	0	25	8	16	0	49	885	3637	
1700 - 1715	1	70	277	27	0	375	0	16	11	108	1	136	2	22	386	20	0	430	0	33	12	8	0	53	994	3504	
1715 - 1730	0	71	239	11	0	321	0	18	7	119	0	144	0	17	337	12	0	366	0	21	12	11	0	44	875	3087	
Hourly Total	2	293	1032	81	0	1408	0	66	40	454	1	561	5	63	1423	55	0	1546	0	104	38	43	0	185	3700	-	
1730 - 1745	1	80	291	17	0	389	0	14	6	81	0	101	5	15	312	16	0	348	0	26	5	15	0	46	884	2864	
1745 - 1800	1	68	206	5	0	280	0	7	4	66	0	77	5	25	323	9	0	362	0	20	7	6	0	33	752	-	
1800 - 1815	1	35	159	6	0	201	0	15	4	42	0	61	2	15	257	11	0	285	0	16	5	8	0	29	576	-	
1815 - 1830	0	53	219	2	0	274	0	12	5	41	0	58	0	10	266	14	0	290	0	15	4	11	0	30	652	-	
Hourly Total	3	236	875	30	0	1144	0	48	19	230	0	297	12	65	1158	50	0	1285	0	77	21	40	0	138	2864	-	
Grand Total	11	812	2825	177	2	3827	0	173	99	1056	1	1329	31	184	3812	169	1	4197	0	258	84	135	1	478	9831	-	
Approach (%)	0.29	21.22	73.82	4.63	0.05		0.00	13.02	7.45	79.46	0.08		0.74	4.38	90.83	4.03	0.02		0.00	53.97	17.57	28.24	0.21				
Total (%)	0.11	8.26	28.74	1.80	0.02	38.93	0.00	1.76	1.01	10.74	0.01	13.52	0.32	1.87	38.78	1.72	0.01	42.69	0.00	2.62	0.85	1.37	0.01	4.86			
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	11	803	2809	176	-	3799	0	173	99	1049	-	1321	31	183	3788	168	-	4170	0	254	84	135	-	473			
Truck	0	9	16	1	-	26	0	0	0	7	-	7	0	1	24	1	-	26	0	4	0	0	-	4			
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	98.89	99.43	99.44	-	99.32	0.00	100.00	100.00	99.34	-	99.47	100.00	99.46	99.37	99.41	-	99.38	0.00	98.45	100.00	100.00	-	99.16			
Truck (%)	0.00	1.11	0.57	0.56	-	0.68	0.00	0.00	0.00	0.66	-	0.53	0.00	0.54	0.63	0.59	-	0.62	0.00	1.55	0.00	0.00	-	0.84			

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Medical Center Pkwy (North)						Westbound Grashampark Dr (East)					Northbound Medical Center Pkwy (South)					Eastbound Grashampark Dr (West)					Int Total					
	U-Turn 1.1	Left 1.2	Thru 1.3	Right 1.4	Peds 1a	App Total	U-Turn 1.5	Left 1.6	Thru 1.7	Right 1.8	Peds 1b	App Total	U-Turn 1.9	Left 1.10	Thru 1.11	Right 1.12	Peds 1c	App Total	U-Turn 1.13	Left 1.14	Thru 1.15		Right 1.16	Peds 1d	App Total		
1615 - 1630	0	80	231	16	0	327	0	17	18	128	0	163	6	20	303	13	1	343	0	26	9	14	0	49	882		
1630 - 1645	1	71	283	22	0	377	0	17	11	105	0	133	2	12	366	17	0	397	0	25	6	8	0	39	946		
1645 - 1700	0	81	233	21	0	335	0	15	11	122	0	148	1	12	334	6	0	353	0	25	8	16	0	49	885		
1700 - 1715	1	70	277	27	0	375	0	16	11	108	1	136	2	22	386	20	0	430	0	33	12	8	0	53	994		
Grand Total	2	302	1024	86	0	1414	0	65	51	463	1	580	11	66	1389	56	1	1523	0	109	35	46	0	190	3707		
Approach (%)	0.14	21.36	72.42	6.08	0.00		0.00	11.21	8.79	79.83	0.17		0.72	4.33	91.20	3.68	0.07		0.00	57.37	18.42	24.21	0.00				
Total (%)	0.05	8.15	27.62	2.32	0.00	38.14	0.00	1.75	1.38	12.49	0.03	15.65	0.30	1.78	37.47	1.51	0.03	41.08	0.00	2.94	0.94	1.24	0.00	5.13			
PHF	94%						89%					89%					90%					93%					
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	2	298	1019	85	-	1404	0	65	51	460	-	576	11	65	1381	55	-	1512	0	108	35	46	-	189	3681		
Truck	0	4	5	1	-	10	0	0	0	3	-	3	0	1	8	1	-	10	0	1	0	0	-	1	24		
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	98.68	99.51	98.84	-	99.29	0.00	100.00	100.00	99.35	-	99.48	100.00	98.48	99.42	98.21	-	99.34	0.00	99.08	100.00	100.00	-	99.47	99.30		
Truck (%)	0.00	1.32	0.49	1.16	-	0.71	0.00	0.00	0.00	0.65	-	0.52	0.00	1.52	0.58	1.79	-	0.66	0.00	0.92	0.00	0.00	-	0.53	0.65		

Murfreesboro, TN
Classified Turn Movement Count

Site 2 of 11
Medical Center Pkwy (North)

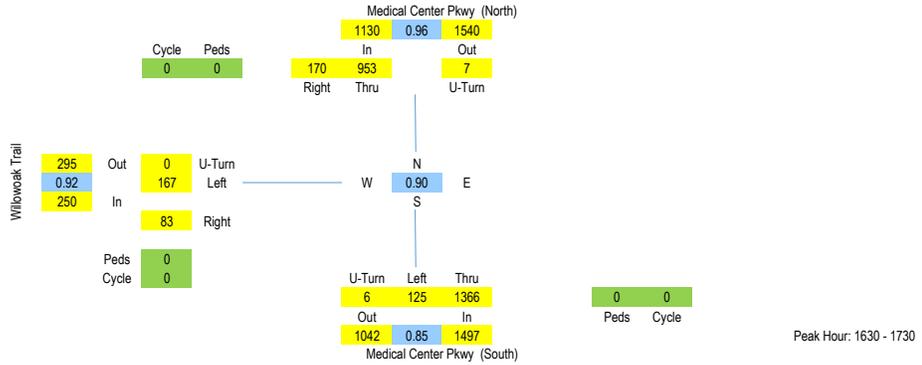
Medical Center Pkwy (South)
Willowoak Trail

Lat/Long
35.862894°, -86.444927°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Southbound					
Medical Center Pkwy (North)					
TIME	U-Turn	Thru	Right	Peds 2a	App Total
1530 - 1545	1	191	34	0	226
1545 - 1600	1	236	34	0	271
1600 - 1615	0	249	27	0	276
1615 - 1630	1	230	43	0	274
Hourly Total	3	906	138	0	1047
1630 - 1645	2	246	45	0	293
1645 - 1700	1	229	40	0	270
1700 - 1715	2	250	41	0	293
1715 - 1730	2	228	44	0	274
Hourly Total	7	953	170	0	1130
1730 - 1745	2	290	43	0	335
1745 - 1800	1	202	36	0	239
1800 - 1815	2	169	22	0	193
1815 - 1830	3	225	26	0	254
Hourly Total	8	886	127	0	1021
Grand Total	18	2745	435	0	3198
Approach (%)	0.56	85.83	13.60	0.00	
Total (%)	0.23	34.53	5.47	0.00	40.23
P/Cycle	0	0	0	-	0
Cars	18	2729	434	-	3181
Truck	0	16	1	-	17
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	99.42	99.77	-	99.47
Truck (%)	0.00	0.58	0.23	-	0.53

Northbound						Eastbound						
Medical Center Pkwy (South)						Willowoak Trail						
TIME	U-Turn	Left	Thru	Peds 2c	App Total	U-Turn	Left	Right	Peds 2d	App Total	Int Total	Rolling Hour
1530 - 1545	0	25	298	0	323	0	50	25	0	75	624	2621
1545 - 1600	2	36	284	0	322	0	45	16	0	61	654	2737
1600 - 1615	0	23	307	0	330	0	41	23	0	64	670	2742
1615 - 1630	0	22	312	0	334	0	46	19	0	65	673	2871
Hourly Total	2	106	1201	0	1309	0	182	83	0	265	2621	-
1630 - 1645	0	26	358	0	384	0	40	23	0	63	740	2877
1645 - 1700	0	29	292	0	321	0	54	14	0	68	659	2859
1700 - 1715	4	46	390	0	440	0	41	25	0	66	799	2825
1715 - 1730	2	24	326	0	352	0	32	21	0	53	679	2564
Hourly Total	6	125	1366	0	1497	0	167	83	0	250	2877	-
1730 - 1745	0	25	309	0	334	0	35	18	0	53	722	2451
1745 - 1800	1	18	301	0	320	0	50	16	0	66	625	-
1800 - 1815	0	14	259	0	273	0	54	18	0	72	538	-
1815 - 1830	3	14	256	0	273	0	23	16	0	39	566	-
Hourly Total	4	71	1125	0	1200	0	162	68	0	230	2451	-
Grand Total	12	302	3692	0	4006	0	511	234	0	745	7949	-
Approach (%)	0.30	7.54	92.16	0.00		0.00	68.59	31.41	0.00			
Total (%)	0.15	3.80	46.45	0.00	50.40	0.00	6.43	2.94	0.00	9.37		
P/Cycle	0	0	0	-	0	0	0	0	-	0		
Cars	12	298	3669	-	3979	0	508	233	-	741		
Truck	0	4	23	-	27	0	3	1	-	4		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	98.68	99.38	-	99.33	0.00	99.41	99.57	-	99.46		
Truck (%)	0.00	1.32	0.62	-	0.67	0.00	0.59	0.43	-	0.54		

Peak Rolling Hour Flow Rates
Classification: ALL

Southbound					
Medical Center Pkwy (North)					
TIME	U-Turn	Thru	Right	Peds 2a	App Total
1630 - 1645	2	246	45	0	293
1645 - 1700	1	229	40	0	270
1700 - 1715	2	250	41	0	293
1715 - 1730	2	228	44	0	274
Grand Total	7	953	170	0	1130
Approach (%)	0.62	84.34	15.04	0.00	
Total (%)	0.24	33.12	5.91	0.00	39.28
PHF	88%	96%	94%		
P/Cycle	0	0	0	-	0
Cars	7	950	169	-	1126
Truck	0	3	1	-	4
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	99.69	99.41	-	99.65
Truck (%)	0.00	0.31	0.59	-	0.35

Northbound						Eastbound					
Medical Center Pkwy (South)						Willowoak Trail					
TIME	U-Turn	Left	Thru	Peds 2c	App Total	U-Turn	Left	Right	Peds 2d	App Total	Int Total
1630 - 1645	0	26	358	0	384	0	40	23	0	63	740
1645 - 1700	0	29	292	0	321	0	54	14	0	68	659
1700 - 1715	4	46	390	0	440	0	41	25	0	66	799
1715 - 1730	2	24	326	0	352	0	32	21	0	53	679
Grand Total	6	125	1366	0	1497	0	167	83	0	250	2877
Approach (%)	0.40	8.35	91.25	0.00		0.00	66.80	33.20	0.00		
Total (%)	0.21	4.34	47.48	0.00	52.03	0.00	5.80	2.88	0.00	8.69	
PHF	38%	68%	88%			0%	77%	92%		90%	
P/Cycle	0	0	0	-	0	0	0	0	-	0	
Cars	6	125	1359	-	1490	0	165	82	-	247	2863
Truck	0	0	7	-	7	0	2	1	-	3	14
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	100.00	100.00	99.49	-	99.53	0.00	98.80	98.80	-	98.80	99.51
Truck (%)	0.00	0.00	0.51	-	0.47	0.00	1.20	1.20	-	1.20	0.49

Murfreesboro, TN
Classified Turn Movement Count

Site 3 of 11
Medical Center Pkwy (North)

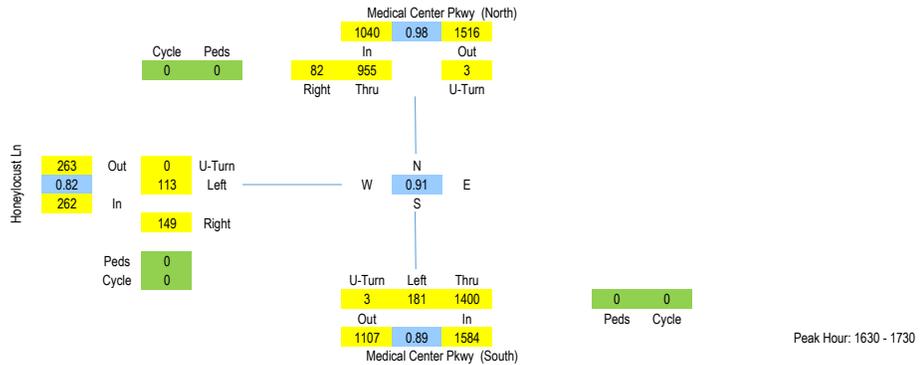
Medical Center Pkwy (South)
Honeylocust Ln

Lat/Long
35.860246°, -86.442494°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	Southbound Medical Center Pkwy (North)				
	U-Turn	Thru	Right	Peds 3a	App Total
1530 - 1545	0	198	19	0	217
1545 - 1600	2	228	18	0	248
1600 - 1615	2	255	25	0	282
1615 - 1630	1	232	19	0	252
Hourly Total	5	913	81	0	999
1630 - 1645	0	239	18	0	257
1645 - 1700	1	229	28	0	258
1700 - 1715	0	246	20	0	266
1715 - 1730	2	241	16	0	259
Hourly Total	3	955	82	0	1040
1730 - 1745	2	290	17	0	309
1745 - 1800	0	203	18	0	221
1800 - 1815	2	156	9	0	167
1815 - 1830	0	217	6	0	223
Hourly Total	4	866	50	0	920
Grand Total	12	2734	213	0	2959
Approach (%)	0.41	92.40	7.20	0.00	
Total (%)	0.15	34.44	2.68	0.00	37.27
P/Cycle	0	0	0	-	0
Cars	12	2720	211	-	2943
Truck	0	14	2	-	16
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	99.49	99.06	-	99.46
Truck (%)	0.00	0.51	0.94	-	0.54

TIME	Northbound Medical Center Pkwy (South)					Eastbound Honeylocust Ln					Int Total	Rolling Hour
	U-Turn	Left	Thru	Peds 3c	App Total	U-Turn	Left	Right	Peds 3d	App Total		
1530 - 1545	0	43	299	0	343	0	28	54	0	82	642	2711
1545 - 1600	1	55	288	0	344	0	33	44	0	77	669	2790
1600 - 1615	1	61	298	0	360	0	26	39	0	65	707	2800
1615 - 1630	1	62	298	0	361	0	40	40	0	80	693	2882
Hourly Total	4	221	1183	0	1408	0	127	177	0	304	2711	-
1630 - 1645	1	47	359	0	407	0	24	33	0	57	721	2886
1645 - 1700	1	44	320	0	365	0	18	38	0	56	679	2876
1700 - 1715	0	44	399	0	443	0	37	43	0	80	789	2802
1715 - 1730	1	46	322	0	369	0	34	35	0	69	697	2510
Hourly Total	3	181	1400	0	1584	0	113	149	0	262	2886	-
1730 - 1745	1	37	272	0	310	0	57	35	0	92	711	2342
1745 - 1800	1	44	268	0	313	0	37	34	0	71	605	-
1800 - 1815	1	20	238	0	259	0	35	36	0	71	497	-
1815 - 1830	0	20	237	0	257	0	24	25	0	49	529	-
Hourly Total	3	121	1015	0	1139	0	153	130	0	283	2342	-
Grand Total	10	523	3598	0	4131	0	393	456	0	849	7939	-
Approach (%)	0.24	12.66	87.10	0.00	0.00	0.00	46.29	53.71	0.00			
Total (%)	0.13	6.59	45.32	0.00	0.00	0.00	4.95	5.74	0.00	10.69		
P/Cycle	0	0	0	-	0	0	0	0	-	0		
Cars	10	522	3572	-	4104	0	393	451	-	844		
Truck	0	1	26	-	27	0	0	5	-	5		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	100.00	99.81	99.28	-	99.35	0.00	100.00	98.90	-	99.41		
Truck (%)	0.00	0.19	0.72	-	0.65	0.00	0.00	1.10	-	0.59		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Medical Center Pkwy (North)				
	U-Turn	Thru	Right	Peds 3a	App Total
1630 - 1645	0	239	18	0	257
1645 - 1700	1	229	28	0	258
1700 - 1715	0	246	20	0	266
1715 - 1730	2	241	16	0	259
Grand Total	3	955	82	0	1040
Approach (%)	0.29	91.83	7.88	0.00	
Total (%)	0.10	33.09	2.84	0.00	36.04
PHF	38%	97%	73%		
P/Cycle	0	0	0	-	0
Cars	3	951	82	-	1036
Truck	0	4	0	-	4
P/Cycle (%)	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	99.58	100.00	-	99.62
Truck (%)	0.00	0.42	0.00	-	0.38

TIME	Northbound Medical Center Pkwy (South)					Eastbound Honeylocust Ln					Int Total
	U-Turn	Left	Thru	Peds 3c	App Total	U-Turn	Left	Right	Peds 3d	App Total	
1630 - 1645	0	47	359	0	407	0	24	33	0	57	721
1645 - 1700	1	44	320	0	365	0	18	38	0	56	679
1700 - 1715	0	44	399	0	443	0	37	43	0	80	789
1715 - 1730	1	46	322	0	369	0	34	35	0	69	697
Grand Total	3	181	1400	0	1584	0	113	149	0	262	2886
Approach (%)	0.19	11.43	88.38	0.00	0.00	0.00	43.13	56.87	0.00		
Total (%)	0.10	6.27	48.51	0.00	0.00	0.00	3.92	5.16	0.00	9.08	
PHF	75%	96%	88%			0%	76%	87%		91%	
P/Cycle	0	0	0	-	0	0	0	0	-	0	
Cars	3	180	1393	-	1576	0	113	146	-	259	2871
Truck	0	1	7	-	8	0	0	3	-	3	15
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	100.00	99.45	99.50	-	99.49	0.00	100.00	97.99	-	98.85	99.48
Truck (%)	0.00	0.55	0.50	-	0.51	0.00	0.00	2.01	-	1.15	0.52

Murfreesboro, TN
Classified Turn Movement Count

Site 4 of 11

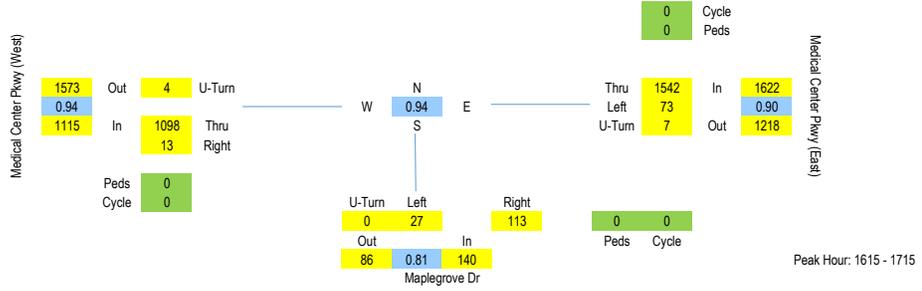
Medical Center Pkwy (East)
Maplegrove Dr
Medical Center Pkwy (West)

Lat/Long
35.858245 °, -86.439332°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
	4.1	4.2	4.3	4b	Total	4.4	4.5	4.6	4c	Total	4.7	4.8	4.9	4d	Total	4.8	4.9	4d	Total	Total	Hour
1530 - 1545	1	22	344	0	367	0	5	21	0	26	1	261	4	0	266	659	2717				
1545 - 1600	1	12	323	0	336	0	2	31	0	33	1	274	7	0	282	651	2769				
1600 - 1615	2	25	358	0	385	0	8	16	0	24	1	284	5	0	290	699	2809				
1615 - 1630	2	19	360	0	381	0	6	24	0	30	1	293	3	0	297	708	2877				
Hourly Total	6	78	1385	0	1469	0	21	92	0	113	4	1112	19	0	1135	2717	-				
1630 - 1645	2	19	399	0	420	0	9	19	0	28	1	258	4	0	263	711	2850				
1645 - 1700	1	20	348	0	369	0	5	34	0	39	2	279	2	0	283	691	2841				
1700 - 1715	2	15	435	0	452	0	7	36	0	43	0	268	4	0	272	767	2765				
1715 - 1730	1	20	359	0	380	0	5	19	0	24	0	273	4	0	277	681	2520				
Hourly Total	6	74	1541	0	1621	0	26	108	0	134	3	1078	14	0	1095	2850	-				
1730 - 1745	1	34	303	0	338	0	4	36	0	40	1	318	5	0	324	702	2383				
1745 - 1800	3	19	315	0	337	0	8	31	0	39	2	230	7	0	239	615					
1800 - 1815	1	12	248	0	261	0	12	16	0	28	1	228	4	0	233	522					
1815 - 1830	0	15	256	0	271	0	6	19	0	25	0	245	3	0	248	544					
Hourly Total	5	80	1122	0	1207	0	30	102	0	132	4	1021	19	0	1044	2383					
Grand Total	17	232	4048	0	4297	0	77	302	0	379	11	3211	52	0	3274	7950					
Approach (%)	0.40	5.40	94.21	0.00		0.00	20.32	79.68	0.00		0.34	98.08	1.59	0.00							
Total (%)	0.21	2.92	50.92	0.00	54.05	0.00	0.97	3.80	0.00	4.77	0.14	40.39	0.65	0.00	41.18						
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0						
Cars	17	227	4026	-	4270	0	72	300	-	372	11	3191	51	-	3253						
Truck	0	5	22	-	27	0	5	2	-	7	0	20	1	-	21						
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00						
Cars (%)	100.00	97.84	99.46	-	99.37	0.00	93.51	99.34	-	98.15	100.00	99.38	98.08	-	99.36						
Truck (%)	0.00	2.16	0.54	-	0.63	0.00	6.49	0.66	-	1.85	0.00	0.62	1.92	-	0.64						

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int
	4.1	4.2	4.3	4b	Total	4.4	4.5	4.6	4c	Total	4.7	4.8	4.9	4d	Total	Total
1615 - 1630	2	19	360	0	381	0	6	24	0	30	1	293	3	0	297	708
1630 - 1645	2	19	399	0	420	0	9	19	0	28	1	258	4	0	263	711
1645 - 1700	1	20	348	0	369	0	5	34	0	39	2	279	2	0	283	691
1700 - 1715	2	15	435	0	452	0	7	36	0	43	0	268	4	0	272	767
Grand Total	7	73	1542	0	1622	0	27	113	0	140	4	1098	13	0	1115	2877
Approach (%)	0.43	4.50	95.07	0.00		0.00	19.29	80.71	0.00		0.36	98.48	1.17	0.00		
Total (%)	0.24	2.54	53.60	0.00	56.38	0.00	0.94	3.93	0.00	4.87	0.14	38.16	0.45	0.00	38.76	
PHF	88%	91%	89%			0%	75%	78%			50%	94%	81%			94%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
Cars	7	72	1533	-	1612	0	26	112	-	138	4	1089	13	-	1106	2856
Truck	0	1	9	-	10	0	1	1	-	2	0	9	0	-	9	21
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00
Cars (%)	100.00	98.63	99.42	-	99.38	0.00	96.30	99.12	-	98.57	100.00	99.18	100.00	-	99.19	99.27
Truck (%)	0.00	1.37	0.58	-	0.62	0.00	3.70	0.88	-	1.43	0.00	0.82	0.00	-	0.81	0.73

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int
	4.1	4.2	4.3	4b	Total	4.4	4.5	4.6	4c	Total	4.7	4.8	4.9	4d	Total	Total
1615 - 1630	2	19	360	0	381	0	6	24	0	30	1	293	3	0	297	708
1630 - 1645	2	19	399	0	420	0	9	19	0	28	1	258	4	0	263	711
1645 - 1700	1	20	348	0	369	0	5	34	0	39	2	279	2	0	283	691
1700 - 1715	2	15	435	0	452	0	7	36	0	43	0	268	4	0	272	767
Grand Total	7	73	1542	0	1622	0	27	113	0	140	4	1098	13	0	1115	2877
Approach (%)	0.43	4.50	95.07	0.00		0.00	19.29	80.71	0.00		0.36	98.48	1.17	0.00		
Total (%)	0.24	2.54	53.60	0.00	56.38	0.00	0.94	3.93	0.00	4.87	0.14	38.16	0.45	0.00	38.76	
PHF	88%	91%	89%			0%	75%	78%			50%	94%	81%			94%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
Cars	7	72	1533	-	1612	0	26	112	-	138	4	1089	13	-	1106	2856
Truck	0	1	9	-	10	0	1	1	-	2	0	9	0	-	9	21
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00
Cars (%)	100.00	98.63	99.42	-	99.38	0.00	96.30	99.12	-	98.57	100.00	99.18	100.00	-	99.19	99.27
Truck (%)	0.00	1.37	0.58	-	0.62	0.00	3.70	0.88	-	1.43	0.00	0.82	0.00	-	0.81	0.73

Murfreesboro, TN
Classified Turn Movement Count

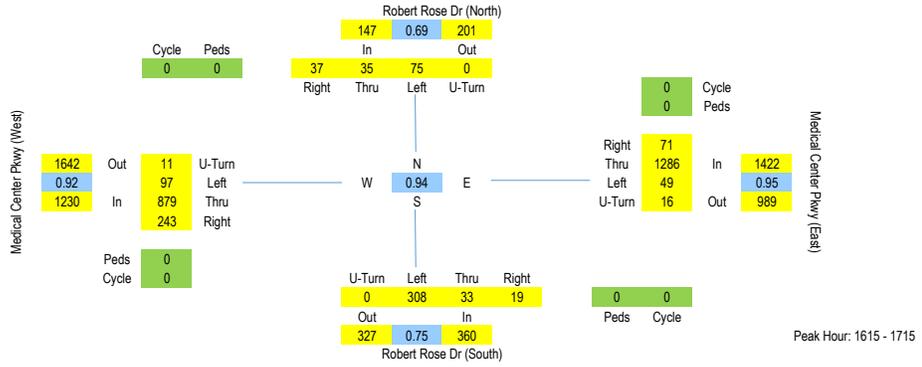
Site 5 of 11
Robert Rose Dr (North)
Medical Center Pkwy (East)
Robert Rose Dr (South)
Medical Center Pkwy (West)

Lat/Long
35.857916°, -86.436850°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	Southbound Robert Rose Dr (North)						Westbound Medical Center Pkwy (East)						Northbound Robert Rose Dr (South)						Eastbound Medical Center Pkwy (West)						Int Total	Rolling Hour		
	U-Turn 5.1	Left 5.2	Thru 5.3	Right 5.4	Peds 5a	App Total	U-Turn 5.5	Left 5.6	Thru 5.7	Right 5.8	Peds 5b	App Total	U-Turn 5.9	Left 5.10	Thru 5.11	Right 5.12	Peds 5c	App Total	U-Turn 5.13	Left 5.14	Thru 5.15	Right 5.16	Peds 5d	App Total				
1530 - 1545	0	16	14	12	0	42	7	11	274	13	0	305	0	80	13	15	0	108	1	16	207	58	0	282	737	2990		
1545 - 1600	0	16	4	16	0	36	1	13	264	14	0	292	0	59	15	5	0	79	3	10	229	72	0	314	721	3018		
1600 - 1615	0	16	7	17	0	40	7	7	291	25	0	330	0	65	13	7	0	85	3	9	216	59	0	287	742	3064		
1615 - 1630	0	16	6	3	0	25	6	12	318	22	0	358	0	63	6	4	0	73	3	24	253	54	0	334	790	3159		
Hourly Total	0	64	31	48	0	143	21	43	1147	74	0	1285	0	267	47	31	0	345	10	59	905	243	0	1217	2990	-		
1630 - 1645	0	29	10	14	0	53	2	12	311	18	0	343	0	83	9	6	0	98	4	22	184	61	0	271	765	3099		
1645 - 1700	0	17	8	9	0	34	6	10	318	14	0	348	0	57	8	4	0	69	2	29	225	60	0	316	767	3098		
1700 - 1715	0	13	11	11	0	35	2	15	339	17	0	373	0	105	10	5	0	120	2	22	217	68	0	309	837	2991		
1715 - 1730	0	10	10	16	0	36	3	18	285	16	0	322	0	67	7	11	0	85	0	24	199	64	0	287	730	2732		
Hourly Total	0	69	39	50	0	158	13	55	1253	65	0	1386	0	312	34	26	0	372	8	97	825	253	0	1183	3099	-		
1730 - 1745	0	15	12	5	0	32	0	16	242	11	0	269	0	78	13	5	0	96	3	38	264	62	0	367	764	2573		
1745 - 1800	0	11	13	14	0	38	5	9	235	13	0	262	0	85	11	3	1	100	3	30	178	50	0	261	661	-		
1800 - 1815	0	14	13	16	0	43	6	4	205	19	0	234	0	43	10	4	0	57	0	16	197	31	0	244	578	-		
1815 - 1830	0	13	6	12	0	31	1	2	184	9	0	196	0	62	20	3	0	85	4	21	188	46	0	259	571	-		
Hourly Total	0	53	44	47	0	144	12	31	866	52	0	961	0	268	54	15	1	338	10	105	827	189	0	1131	2574	-		
Grand Total	0	186	114	145	0	445	46	129	3266	191	0	3632	0	847	135	72	1	1055	28	261	2557	685	0	3531	8663	-		
Approach (%)	0.00	41.80	25.62	32.58	0.00	5.14	1.27	3.55	89.92	5.26	0.00	41.93	0.00	80.28	12.80	6.82	0.09	12.18	0.79	7.39	72.42	19.40	0.00	40.76				
Total (%)	0.00	2.15	1.32	1.67	0.00	5.14	0.53	1.49	37.70	2.20	0.00	41.93	0.00	9.78	1.56	0.83	0.01	12.18	0.32	3.01	29.52	7.91	0.00	40.76				
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	0	-	0		
Cars	0	184	113	145	-	442	46	127	3245	186	-	3604	0	841	132	71	-	1044	28	260	2545	676	-	3509				
Truck	0	2	1	0	-	3	0	2	21	5	-	28	0	6	3	1	-	10	0	1	12	9	-	22				
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	98.92	99.12	100.00	-	99.33	100.00	98.45	99.36	97.38	-	99.23	0.00	99.29	97.78	98.61	-	99.05	100.00	99.62	99.53	98.69	-	99.38				
Truck (%)	0.00	1.08	0.88	0.00	-	0.67	0.00	1.55	0.64	2.62	-	0.77	0.00	0.71	2.22	1.39	-	0.95	0.00	0.38	0.47	1.31	-	0.62				

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)						Westbound Medical Center Pkwy (East)						Northbound Robert Rose Dr (South)						Eastbound Medical Center Pkwy (West)						Int Total		
	U-Turn 5.1	Left 5.2	Thru 5.3	Right 5.4	Peds 5a	App Total	U-Turn 5.5	Left 5.6	Thru 5.7	Right 5.8	Peds 5b	App Total	U-Turn 5.9	Left 5.10	Thru 5.11	Right 5.12	Peds 5c	App Total	U-Turn 5.13	Left 5.14	Thru 5.15	Right 5.16	Peds 5d	App Total			
1615 - 1630	0	16	6	3	0	25	6	12	318	22	0	358	0	63	6	4	0	73	3	24	253	54	0	334	790		
1630 - 1645	0	29	10	14	0	53	2	12	311	18	0	343	0	83	9	6	0	98	4	22	184	61	0	271	765		
1645 - 1700	0	17	8	9	0	34	6	10	318	14	0	348	0	57	8	4	0	69	2	29	225	60	0	316	767		
1700 - 1715	0	13	11	11	0	35	2	15	339	17	0	373	0	105	10	5	0	120	2	22	217	68	0	309	837		
Grand Total	0	75	35	37	0	147	16	49	1286	71	0	1422	0	308	33	19	0	360	11	97	879	243	0	1230	3159		
Approach (%)	0.00	51.02	23.81	25.17	0.00	4.65	1.13	3.45	90.44	4.99	0.00	45.01	0.00	85.56	9.17	5.28	0.00	11.40	0.89	7.89	71.46	19.76	0.00	38.94			
Total (%)	0.00	2.37	1.11	1.17	0.00	4.65	0.51	1.55	40.71	2.25	0.00	45.01	0.00	9.75	1.04	0.60	0.00	11.40	0.35	3.07	27.83	7.69	0.00	38.94			
PHF	69%						95%						75%						92%						94%		
P/Cycle	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	0	-	0	
Cars	0	75	34	37	-	146	16	48	1278	70	-	1412	0	305	32	19	-	356	11	96	874	238	-	1219	3133		
Truck	0	0	1	0	-	1	0	1	8	1	-	10	0	3	1	0	-	4	0	1	5	5	-	11	26		
P/Cycle (%)	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	0.00	100.00	97.14	100.00	-	99.32	100.00	97.96	99.38	98.59	-	99.30	0.00	99.03	96.97	100.00	-	98.89	100.00	98.97	99.43	97.94	-	99.11	99.18		
Truck (%)	0.00	0.00	2.86	0.00	-	0.68	0.00	2.04	0.62	1.41	-	0.70	0.00	0.97	3.03	0.00	-	1.11	0.00	1.03	0.57	2.06	-	0.89	0.82		

Murfreesboro, TN
Classified Turn Movement Count

Site 6 of 11

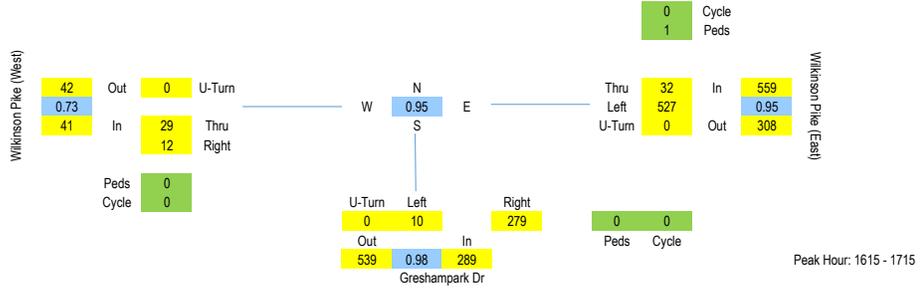
Wilkinson Pike (East)
Greshampark Dr
Wilkinson Pike (West)

Lat/Long
35.867615°, -86.446294°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
1530 - 1545	0	98	3	0	101	0	0	64	0	64	0	2	3	0	5	170	757
1545 - 1600	0	94	5	0	99	0	0	62	0	62	0	4	1	0	5	166	809
1600 - 1615	0	110	3	0	113	0	1	69	0	70	0	3	1	0	4	187	856
1615 - 1630	0	138	9	0	147	0	0	74	0	74	0	8	5	0	13	234	889
Hourly Total	0	440	20	0	460	0	1	269	0	270	0	17	10	0	27	757	-
1630 - 1645	0	130	6	1	137	0	1	71	0	72	0	11	3	0	14	223	862
1645 - 1700	0	128	4	0	132	0	4	68	0	72	0	6	3	0	9	213	820
1700 - 1715	0	131	13	0	144	0	5	66	0	71	0	4	1	0	5	220	746
1715 - 1730	0	127	7	0	134	0	1	67	0	68	0	2	3	0	5	207	603
Hourly Total	0	516	30	1	547	0	11	272	0	283	0	23	10	0	33	863	-
1730 - 1745	0	95	3	0	98	0	2	76	0	78	0	2	2	0	4	180	503
1745 - 1800	0	64	3	0	67	0	4	63	0	67	0	2	3	0	5	139	-
1800 - 1815	0	49	1	0	50	0	0	24	0	24	0	3	0	0	3	77	-
1815 - 1830	0	43	5	0	48	0	11	44	0	55	0	4	0	0	4	107	-
Hourly Total	0	251	12	0	263	0	17	207	0	224	0	11	5	0	16	503	-
Grand Total	0	1207	62	1	1270	0	29	748	0	777	0	51	25	0	76	2123	-
Approach (%)	0.00	95.04	4.88	0.08		0.00	3.73	96.27	0.00	0.00		67.11	32.89	0.00			
Total (%)	0.00	56.85	2.92	0.05	59.82	0.00	1.37	35.23	0.00	36.60	0.00	2.40	1.18	0.00	3.58		
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0		
Cars	0	1202	61	-	1263	0	29	744	-	773	0	51	25	-	76		
Truck	0	5	1	-	6	0	0	4	-	4	0	0	0	-	0		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	99.59	98.39	-	99.53	0.00	100.00	99.47	-	99.49	0.00	100.00	100.00	-	100.00		
Truck (%)	0.00	0.41	1.61	-	0.47	0.00	0.00	0.53	-	0.51	0.00	0.00	0.00	-	0.00		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
1615 - 1630	0	138	9	0	147	0	0	74	0	74	0	8	5	0	13	234	-
1630 - 1645	0	130	6	1	137	0	1	71	0	72	0	11	3	0	14	223	-
1645 - 1700	0	128	4	0	132	0	4	68	0	72	0	6	3	0	9	213	-
1700 - 1715	0	131	13	0	144	0	5	66	0	71	0	4	1	0	5	220	-
Grand Total	0	527	32	1	560	0	10	279	0	289	0	29	12	0	41	890	-
Approach (%)	0.00	94.11	5.71	0.18		0.00	3.46	96.54	0.00	0.00		70.73	29.27	0.00			
Total (%)	0.00	59.21	3.60	0.11	62.92	0.00	1.12	31.35	0.00	32.47	0.00	3.26	1.35	0.00	4.61		
PHF	95%			98%			94%			73%			95%				
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0
Cars	0	525	32	-	557	0	10	278	-	288	0	29	12	-	41	886	-
Truck	0	2	0	-	2	0	0	1	-	1	0	0	0	-	0	3	-
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	
Cars (%)	0.00	99.62	100.00	-	99.64	0.00	100.00	99.64	-	99.65	0.00	100.00	100.00	-	100.00	99.55	
Truck (%)	0.00	0.38	0.00	-	0.36	0.00	0.00	0.36	-	0.35	0.00	0.00	0.00	-	0.00	0.34	

Murfreesboro, TN
Classified Turn Movement Count

Site 7 of 11
W Park Dr
Wilkinson Pike (East)

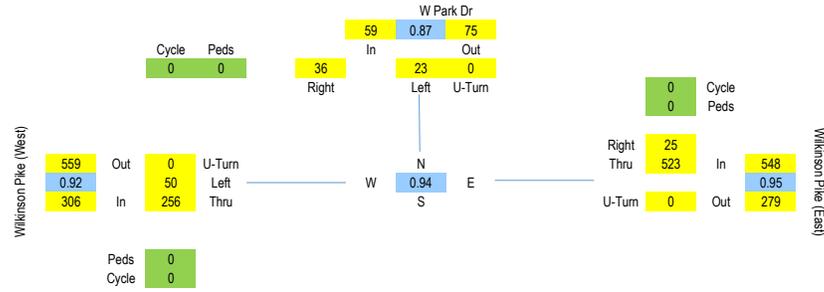
Wilkinson Pike (West)

Lat/Long
35.867391°, -86.443637°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 1615 - 1715

TIME	Southbound W Park Dr				Westbound Wilkinson Pike (East)					
	U-Turn 7.1	Left 7.2	Right 7.3	Peds 7a	App Total	U-Turn 7.4	Thru 7.5	Right 7.6	Peds 7b	App Total
1530 - 1545	0	4	7	0	11	0	98	3	0	101
1545 - 1600	0	3	3	0	6	0	95	9	0	104
1600 - 1615	0	4	4	0	8	0	109	6	0	115
1615 - 1630	0	5	11	0	16	0	138	6	0	144
Hourly Total	0	16	25	0	41	0	440	24	0	464
1630 - 1645	0	2	9	0	11	0	124	9	0	133
1645 - 1700	0	9	6	0	15	0	131	3	0	134
1700 - 1715	0	7	10	0	17	0	130	7	0	137
1715 - 1730	0	3	8	0	11	0	128	6	0	134
Hourly Total	0	21	33	0	54	0	513	25	0	538
1730 - 1745	0	3	4	0	7	0	94	6	0	100
1745 - 1800	0	4	1	0	5	0	62	3	0	65
1800 - 1815	0	2	4	0	6	0	46	3	0	49
1815 - 1830	0	2	7	0	9	0	39	5	0	44
Hourly Total	0	11	16	0	27	0	241	17	0	258
Grand Total	0	48	74	0	122	0	1194	66	0	1260
Approach (%)	0.00	39.34	60.66	0.00	0.00		94.76	5.24	0.00	
Total (%)	0.00	2.20	3.40	0.00	5.60	0.00	54.82	3.03	0.00	57.85
P/Cycle	0	0	0	-	0	0	0	0	-	0
Cars	0	48	74	-	122	0	1188	66	-	1254
Truck	0	0	0	-	0	0	6	0	-	6
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	99.50	100.00	-	99.52
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.50	0.00	-	0.48

TIME	Eastbound Wilkinson Pike (West)					Int Total	Rolling Hour
	U-Turn 7.7	Left 7.8	Thru 7.9	Peds 7d	App Total		
1530 - 1545	0	6	57	0	63	175	793
1545 - 1600	0	10	61	0	71	181	841
1600 - 1615	0	9	62	0	71	194	887
1615 - 1630	0	9	74	0	83	243	913
Hourly Total	0	34	254	0	288	793	-
1630 - 1645	0	10	69	0	79	223	891
1645 - 1700	0	15	63	0	78	227	849
1700 - 1715	0	16	50	0	66	220	757
1715 - 1730	0	11	65	0	76	221	615
Hourly Total	0	52	247	0	299	891	-
1730 - 1745	0	12	62	0	74	181	494
1745 - 1800	0	10	55	0	65	135	-
1800 - 1815	0	7	16	0	23	78	-
1815 - 1830	0	15	32	0	47	100	-
Hourly Total	0	44	165	0	209	494	-
Grand Total	0	130	666	0	796	2178	-
Approach (%)	0.00	16.33	83.67	0.00	0.00		
Total (%)	0.00	5.97	30.58	0.00	36.55		
P/Cycle	0	0	0	-	0		
Cars	0	130	662	-	792		
Truck	0	0	4	-	4		
P/Cycle (%)	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	100.00	99.40	-	99.50		
Truck (%)	0.00	0.00	0.60	-	0.50		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound W Park Dr				Westbound Wilkinson Pike (East)					
	U-Turn 7.1	Left 7.2	Right 7.3	Peds 7a	App Total	U-Turn 7.4	Thru 7.5	Right 7.6	Peds 7b	App Total
1615 - 1630	0	5	11	0	16	0	138	6	0	144
1630 - 1645	0	2	9	0	11	0	124	9	0	133
1645 - 1700	0	9	6	0	15	0	131	3	0	134
1700 - 1715	0	7	10	0	17	0	130	7	0	137
Grand Total	0	23	36	0	59	0	523	25	0	548
Approach (%)	0.00	38.98	61.02	0.00	0.00		95.44	4.56	0.00	
Total (%)	0.00	2.52	3.94	0.00	6.46	0.00	57.28	2.74	0.00	60.02
PHF	0%	64%	87%		0%		95%	69%		94%
P/Cycle	0	0	0	-	0	0	0	0	-	0
Cars	0	23	36	-	59	0	521	25	-	546
Truck	0	0	0	-	0	0	2	0	-	2
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	99.62	100.00	-	99.64
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.38	0.00	-	0.36

TIME	Eastbound Wilkinson Pike (West)					Int Total
	U-Turn 7.7	Left 7.8	Thru 7.9	Peds 7d	App Total	
1615 - 1630	0	9	74	0	83	243
1630 - 1645	0	10	69	0	79	223
1645 - 1700	0	15	63	0	78	227
1700 - 1715	0	16	50	0	66	220
Grand Total	0	50	256	0	306	913
Approach (%)	0.00	16.34	83.66	0.00	0.00	
Total (%)	0.00	5.48	28.04	0.00	33.52	
PHF	0%	78%	86%		94%	
P/Cycle	0	0	0	-	0	0
Cars	0	50	255	-	305	910
Truck	0	0	1	-	1	3
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00
Cars (%)	0.00	100.00	99.61	-	99.67	99.67
Truck (%)	0.00	0.00	0.39	-	0.33	0.33

Murfreesboro, TN
Classified Turn Movement Count

Site 8 of 11

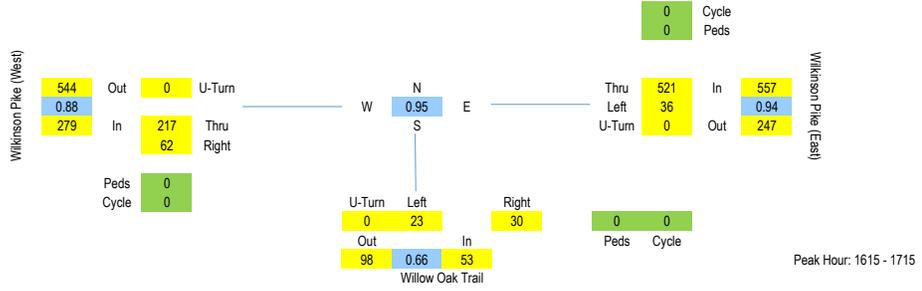
Wilkinson Pike (East)
Willow Oak Trail
Wilkinson Pike (West)

Lat/Long
35.866080°, -86.438822°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
1530 - 1545	0	8	101	0	109	0	3	9	0	12	0	56	8	0	64	185	783				
1545 - 1600	0	8	94	0	102	0	5	6	0	11	0	59	4	0	63	176	815				
1600 - 1615	0	4	112	0	116	0	5	7	0	12	0	51	9	0	60	188	869				
1615 - 1630	0	6	137	0	143	0	6	6	0	12	0	63	16	0	79	234	889				
Hourly Total	0	26	444	0	470	0	19	28	0	47	0	229	37	0	266	783	-				
1630 - 1645	0	6	121	0	127	0	10	10	0	20	0	54	16	0	70	217	875				
1645 - 1700	0	9	130	0	139	0	5	9	0	14	0	58	19	0	77	230	854				
1700 - 1715	0	15	133	0	148	0	2	5	0	7	0	42	11	0	53	208	759				
1715 - 1730	0	15	128	0	143	0	5	5	0	10	0	54	13	0	67	220	635				
Hourly Total	0	45	512	0	557	0	22	29	0	51	0	208	59	0	267	875	-				
1730 - 1745	0	13	98	0	111	0	2	17	0	19	0	58	8	0	66	196	513				
1745 - 1800	0	10	60	0	70	0	5	4	0	9	0	50	6	0	56	135					
1800 - 1815	0	7	43	0	50	0	4	8	0	12	0	14	8	0	22	84					
1815 - 1830	0	8	43	0	51	0	6	7	0	13	0	24	10	0	34	98					
Hourly Total	0	38	244	0	282	0	17	36	0	53	0	146	32	0	178	513					
Grand Total	0	109	1200	0	1309	0	58	93	0	151	0	583	128	0	711	2171					
Approach (%)	0.00	8.33	91.67	0.00		0.00	38.41	61.59	0.00	0.00		82.00	18.00	0.00							
Total (%)	0.00	5.02	55.27	0.00	60.29	0.00	2.67	4.28	0.00	6.96	0.00	26.85	5.90	0.00	32.75						
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0						
Cars	0	106	1194	-	1300	0	58	93	-	151	0	579	128	-	707						
Truck	0	3	6	-	9	0	0	0	-	0	0	4	0	-	4						
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00						
Cars (%)	0.00	97.25	99.50	-	99.31	0.00	100.00	100.00	-	100.00	0.00	99.31	100.00	-	99.44						
Truck (%)	0.00	2.75	0.50	-	0.69	0.00	0.00	0.00	-	0.00	0.00	0.69	0.00	-	0.56						

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	U-Turn	Thru	Right	Peds	App	Int	Rolling
1615 - 1630	0	6	137	0	143	0	6	6	0	12	0	63	16	0	79	234					
1630 - 1645	0	6	121	0	127	0	10	10	0	20	0	54	16	0	70	217					
1645 - 1700	0	9	130	0	139	0	5	9	0	14	0	58	19	0	77	230					
1700 - 1715	0	15	133	0	148	0	2	5	0	7	0	42	11	0	53	208					
Grand Total	0	36	521	0	557	0	23	30	0	53	0	217	62	0	279	889					
Approach (%)	0.00	6.46	93.54	0.00		0.00	43.40	56.60	0.00	0.00		77.78	22.22	0.00							
Total (%)	0.00	4.05	58.61	0.00	62.65	0.00	2.59	3.37	0.00	5.96	0.00	24.41	6.97	0.00	31.38						
PHF	0%	60%	95%			0%	58%	75%			0%	86%	82%								95%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0					
Cars	0	35	518	-	553	0	23	30	-	53	0	216	62	-	278	884					
Truck	0	1	3	-	4	0	0	0	-	0	0	1	0	-	1	5					
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00					
Cars (%)	0.00	97.22	99.42	-	99.28	0.00	100.00	100.00	-	100.00	0.00	99.54	100.00	-	99.64	99.44					
Truck (%)	0.00	2.78	0.58	-	0.72	0.00	0.00	0.00	-	0.00	0.00	0.46	0.00	-	0.36	0.56					

Westbound Wilkinson Pike (East)				Northbound Willow Oak Trail				Eastbound Wilkinson Pike (West)				Int	Rolling		
U-Turn	Left	Thru	Peds	App	U-Turn	Left	Right	Peds	App	U-Turn	Right	Peds	App	Int	Rolling
8.1	8.2	8.3	8b	Total	8.4	8.5	8.6	8c	Total	8.7	8.8	8.9	8d	Total	Total
0	6	137	0	143	0	6	6	0	12	0	63	16	0	79	234
0	6	121	0	127	0	10	10	0	20	0	54	16	0	70	217
0	9	130	0	139	0	5	9	0	14	0	58	19	0	77	230
0	15	133	0	148	0	2	5	0	7	0	42	11	0	53	208
0	36	521	0	557	0	23	30	0	53	0	217	62	0	279	889
0.00	6.46	93.54	0.00		0.00	43.40	56.60	0.00	0.00		77.78	22.22	0.00		
0.00	4.05	58.61	0.00	62.65	0.00	2.59	3.37	0.00	5.96	0.00	24.41	6.97	0.00	31.38	
0%	60%	95%			0%	58%	75%			0%	86%	82%			
0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
0	35	518	-	553	0	23	30	-	53	0	216	62	-	278	884
0	1	3	-	4	0	0	0	-	0	0	1	0	-	1	5
0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00
0.00	97.22	99.42	-	99.28	0.00	100.00	100.00	-	100.00	0.00	99.54	100.00	-	99.64	99.44
0.00	2.78	0.58	-	0.72	0.00	0.00	0.00	-	0.00	0.00	0.46	0.00	-	0.36	0.56

Murfreesboro, TN
Classified Turn Movement Count

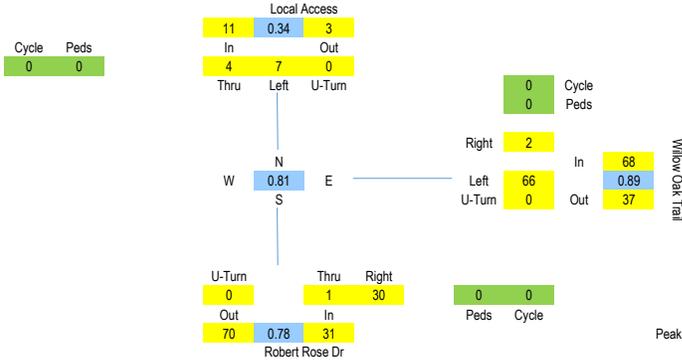
Site 9 of 11
Local Access
Willow Oak Trail
Robert Rose Dr

Lat/Long
35.864176°, -86.440431°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 1630 - 1730

TIME	Southbound Local Access			Peds 9a	App Total	Westbound Willow Oak Trail			Peds 9b	App Total	Northbound Robert Rose Dr				Int Total	Rolling Hour	
	U-Turn 9.1	Left 9.2	Thru 9.3			U-Turn 9.4	Left 9.5	Right 9.6			U-Turn 9.7	Thru 9.8	Right 9.9	Peds 9c			App Total
1530 - 1545	0	2	3	0	5	0	8	2	0	10	0	0	5	0	5	20	79
1545 - 1600	0	2	1	0	3	0	5	1	0	6	0	1	6	0	7	16	93
1600 - 1615	0	2	1	0	3	0	9	0	0	9	0	2	7	0	9	21	103
1615 - 1630	0	0	0	0	0	0	12	0	0	12	0	0	10	0	10	22	103
Hourly Total	0	6	5	0	11	0	34	3	0	37	0	3	28	0	31	79	-
1630 - 1645	0	5	3	0	8	0	15	1	0	16	0	0	10	0	10	34	110
1645 - 1700	0	1	0	0	1	0	16	1	0	17	0	0	8	0	8	26	106
1700 - 1715	0	1	0	0	1	0	16	0	0	16	0	0	4	0	4	21	97
1715 - 1730	0	0	1	0	1	0	19	0	0	19	0	1	8	0	9	29	93
Hourly Total	0	7	4	0	11	0	66	2	0	68	0	1	30	0	31	110	-
1730 - 1745	0	1	0	0	1	0	15	0	0	15	0	0	14	0	14	30	83
1745 - 1800	0	0	1	0	1	0	7	1	0	8	0	0	8	0	8	17	-
1800 - 1815	0	1	0	0	1	0	7	1	0	8	0	0	8	0	8	17	-
1815 - 1830	0	0	0	0	0	0	9	0	0	9	0	0	10	0	10	19	-
Hourly Total	0	2	1	0	3	0	38	2	0	40	0	0	40	0	40	83	-
Grand Total	0	15	10	0	25	0	138	7	0	145	0	4	98	0	102	272	-
Approach (%)	0.00	60.00	40.00	0.00		0.00	95.17	4.83	0.00		0.00	3.92	96.08	0.00			
Total (%)	0.00	5.51	3.68	0.00	9.19	0.00	50.74	2.57	0.00	53.31	0.00	1.47	36.03	0.00	37.50		
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0		
Cars	0	15	10	-	25	0	138	7	-	145	0	4	98	-	102		
Truck	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0		
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00		
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00		

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Local Access			Peds 9a	App Total	Westbound Willow Oak Trail			Peds 9b	App Total	Northbound Robert Rose Dr				Int Total		
	U-Turn 9.1	Left 9.2	Thru 9.3			U-Turn 9.4	Left 9.5	Right 9.6			U-Turn 9.7	Thru 9.8	Right 9.9	Peds 9c		App Total	
1630 - 1645	0	5	3	0	8	0	15	1	0	16	0	0	10	0	10	34	
1645 - 1700	0	1	0	0	1	0	16	1	0	17	0	0	8	0	8	26	
1700 - 1715	0	1	0	0	1	0	16	0	0	16	0	0	4	0	4	21	
1715 - 1730	0	0	1	0	1	0	19	0	0	19	0	1	8	0	9	29	
Grand Total	0	7	4	0	11	0	66	2	0	68	0	1	30	0	31	110	
Approach (%)	0.00	63.64	36.36	0.00		0.00	97.06	2.94	0.00		0.00	3.23	96.77	0.00			
Total (%)	0.00	6.36	3.64	0.00	10.00	0.00	60.00	1.82	0.00	61.82	0.00	0.91	27.27	0.00	28.18		
PHF	0%	35%	33%			0%	87%	50%			0%	25%	75%			81%	
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	
Cars	0	7	4	-	11	0	66	2	-	68	0	1	30	-	31	110	
Truck	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	
Cars (%)	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	100.00	
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	

Murfreesboro, TN
Classified Turn Movement Count

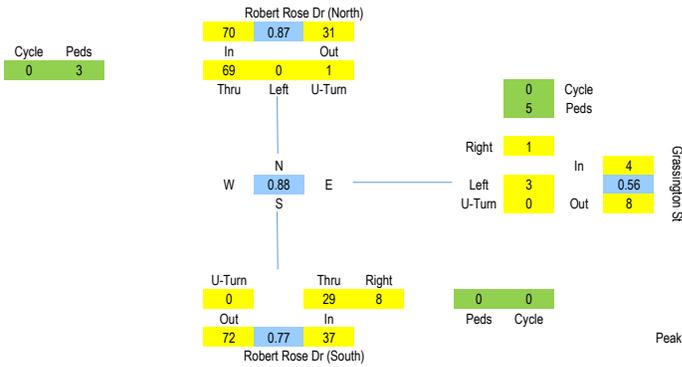
Site 10 of 11
Robert Rose Dr (North)
Grassington St
Robert Rose Dr (South)

Lat/Long
35.863444°, -86.440064°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 1630 - 1730

TIME	Southbound Robert Rose Dr (North)			Peds 10a	App Total	Westbound Grassington St			Peds 10b	App Total	Northbound Robert Rose Dr (South)				Int Total	Rolling Hour
	U-Turn 10.1	Left 10.2	Thru 10.3			U-Turn 10.4	Left 10.5	Right 10.6			U-Turn 10.7	Thru 10.8	Right 10.9	Peds 10c		
1530 - 1545	0	1	10	0	11	0	2	3	0	0	5	4	0	9	23	78
1545 - 1600	0	0	5	0	5	1	0	1	0	0	6	0	0	6	12	91
1600 - 1615	0	0	11	0	11	0	0	1	0	0	9	2	0	11	23	103
1615 - 1630	0	0	12	0	12	0	0	0	0	0	10	0	0	10	22	102
Hourly Total	0	1	38	0	39	0	2	5	0	0	30	6	0	36	80	-
1630 - 1645	0	0	18	0	18	1	0	4	0	0	9	3	0	12	34	111
1645 - 1700	1	0	15	2	18	0	0	3	3	0	7	1	0	8	29	110
1700 - 1715	0	0	16	0	16	0	0	0	0	0	4	2	0	6	22	107
1715 - 1730	0	0	20	1	21	0	0	2	2	0	9	2	0	11	34	105
Hourly Total	1	0	69	3	73	0	3	9	0	0	29	8	0	37	119	97
1730 - 1745	0	0	15	1	16	0	2	6	1	1	13	1	0	15	37	97
1745 - 1800	0	0	8	0	8	0	3	3	0	0	8	2	0	10	21	-
1800 - 1815	0	0	7	0	7	0	1	1	0	0	8	4	0	12	20	-
1815 - 1830	0	0	10	0	10	0	0	0	0	0	11	2	0	13	23	-
Hourly Total	0	0	40	1	41	0	6	10	1	1	40	9	0	50	101	-
Grand Total	1	1	147	4	153	0	11	24	1	1	99	23	0	123	300	-
Approach (%)	0.65	0.65	96.08	2.61		0.00	45.83	12.50	41.67	0.81	80.49	18.70	0.00			
Total (%)	0.33	0.33	49.00	1.33	51.00	0.00	3.67	1.00	3.33	8.00	33.00	7.67	0.00	41.00		
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	-	0		
Cars	1	1	147	-	149	0	11	3	-	14	1	99	23	-	123	
Truck	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	
Cars (%)	100.00	100.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	100.00	100.00	100.00	-	100.00	
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)			Peds 10a	App Total	Westbound Grassington St			Peds 10b	App Total	Northbound Robert Rose Dr (South)				Int Total
	U-Turn 10.1	Left 10.2	Thru 10.3			U-Turn 10.4	Left 10.5	Right 10.6			U-Turn 10.7	Thru 10.8	Right 10.9	Peds 10c	
1630 - 1645	0	0	18	0	18	1	0	4	0	0	9	3	0	12	34
1645 - 1700	1	0	15	2	18	0	0	3	3	0	7	1	0	8	29
1700 - 1715	0	0	16	0	16	0	0	0	0	0	4	2	0	6	22
1715 - 1730	0	0	20	1	21	0	0	2	2	0	9	2	0	11	34
Grand Total	1	0	69	3	73	0	3	9	0	0	29	8	0	37	119
Approach (%)	1.37	0.00	94.52	4.11		0.00	33.33	11.11	55.56	0.00	78.38	21.62	0.00		
Total (%)	0.84	0.00	57.98	2.52	61.34	0.00	2.52	0.84	4.20	7.56	24.37	6.72	0.00	31.09	
PHF	87%					56%					77%				88%
P/Cycle	0	0	0	-	0	0	0	0	-	0	0	0	-	0	0
Cars	1	0	69	-	70	0	3	1	-	4	0	29	8	-	37
Truck	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00
Cars (%)	100.00	0.00	100.00	-	100.00	0.00	100.00	100.00	-	100.00	100.00	100.00	100.00	-	100.00
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00

Murfreesboro, TN
Classified Turn Movement Count

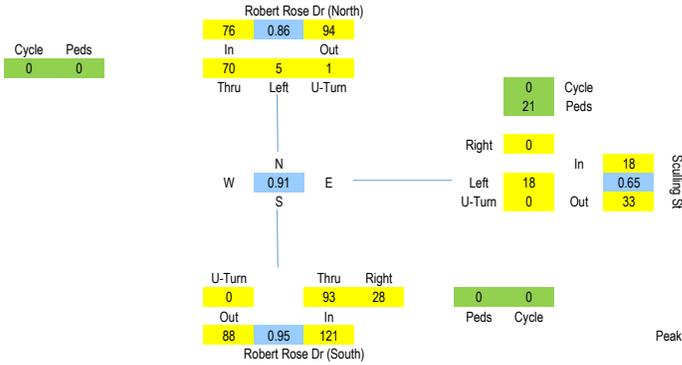
Site 11 of 11
Robert Rose Dr (North)
Sculling St
Robert Rose Dr (South)

Lat/Long
35.860608°, -86.437829°

Date
Wednesday, February 12, 2020

Weather
Light Rain Shower
47°F

1530 - 1830 (Weekday 3h Session) (12-02-2020)
Classification: ALL



Peak Hour: 1715 - 1815

TIME	Southbound Robert Rose Dr (North)			Peds 11a	App Total	Westbound Sculling St			Peds 11b	App Total	Northbound Robert Rose Dr (South)				Int Total	Rolling Hour
	U-Turn 11.1	Left 11.2	Thru 11.3			U-Turn 11.4	Left 11.5	Right 11.6			Peds 11b	App Total	U-Turn 11.7	Thru 11.8		
1530 - 1545	0	2	18	0	20	0	1	4	0	0	18	2	0	20	44	171
1545 - 1600	0	1	13	0	14	0	0	1	0	0	3	0	0	16	31	180
1600 - 1615	0	3	16	0	19	0	0	3	0	0	11	0	0	26	48	190
1615 - 1630	0	2	10	0	12	0	6	11	0	0	5	0	0	31	54	192
Hourly Total	0	8	57	0	65	0	13	19	0	0	6	0	0	93	177	-
1630 - 1645	0	3	20	0	23	0	5	5	0	0	0	5	0	24	52	201
1645 - 1700	0	4	16	0	20	0	2	2	0	0	0	2	0	19	41	201
1700 - 1715	0	5	17	0	22	0	3	7	0	0	4	0	0	25	54	214
1715 - 1730	0	2	20	0	22	0	7	12	0	0	5	0	0	29	63	215
Hourly Total	0	14	73	0	87	0	17	26	0	0	9	0	0	97	210	-
1730 - 1745	1	1	19	0	21	0	2	15	0	0	13	15	0	29	65	206
1745 - 1800	0	1	18	0	19	0	3	6	0	0	3	6	0	32	57	-
1800 - 1815	0	1	13	0	14	0	6	6	0	0	0	6	0	31	51	-
1815 - 1830	0	2	12	0	14	0	6	8	0	2	0	8	0	27	49	-
Hourly Total	1	5	62	0	68	0	17	35	0	2	16	35	0	119	222	-
Grand Total	1	27	192	0	220	0	47	80	0	2	31	80	0	309	609	-
Approach (%)	0.45	12.27	87.27	0.00	0.00	2.50	38.75	0.00	0.00	78.64	21.36	0.00	0.00	0.00	0.00	0.00
Total (%)	0.16	4.43	31.53	0.00	36.12	0.00	7.72	13.14	0.00	39.90	10.84	0.00	50.74	0.00	0.00	0.00
P/Cycle	0	0	0	-	0	0	0	0	0	0	0	0	0	0	0	0
Cars	1	26	192	-	219	0	47	49	0	240	66	-	306	3	0	3
Truck	0	1	0	-	1	0	0	0	0	3	0	-	3	0	0	0
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00
Cars (%)	100.00	96.30	100.00	-	99.55	0.00	100.00	100.00	0.00	98.77	100.00	-	99.03	1.23	0.00	0.97
Truck (%)	0.00	3.70	0.00	-	0.45	0.00	0.00	0.00	0.00	1.23	0.00	-	0.97	0.00	0.00	0.00

Peak Rolling Hour Flow Rates
Classification: ALL

TIME	Southbound Robert Rose Dr (North)			Peds 11a	App Total	Westbound Sculling St			Peds 11b	App Total	Northbound Robert Rose Dr (South)				Int Total		
	U-Turn 11.1	Left 11.2	Thru 11.3			U-Turn 11.4	Left 11.5	Right 11.6			Peds 11b	App Total	U-Turn 11.7	Thru 11.8		Right 11.9	Peds 11c
1715 - 1730	0	2	20	0	22	0	7	12	0	0	6	0	0	29	63	-	
1730 - 1745	1	1	19	0	21	0	2	15	0	0	13	15	0	29	65	-	
1745 - 1800	0	1	18	0	19	0	3	6	0	0	3	6	0	32	57	-	
1800 - 1815	0	1	13	0	14	0	6	6	0	2	0	8	0	31	51	-	
Grand Total	1	5	70	0	76	0	18	39	0	0	21	39	0	121	236	-	
Approach (%)	1.32	6.58	92.11	0.00	0.00	0.00	46.15	0.00	0.00	76.86	23.14	0.00	0.00	0.00	0.00	0.00	
Total (%)	0.42	2.12	29.66	0.00	32.20	0.00	7.63	16.53	0.00	39.41	11.86	0.00	51.27	0.00	0.00	0.00	
PHF	86%					65%					95%						91%
P/Cycle	0	0	0	-	0	0	0	0	0	0	0	0	0	0	0	0	
Cars	1	5	70	-	76	0	18	18	0	91	28	-	119	2	0	2	
Truck	0	0	0	-	0	0	0	0	0	2	0	-	2	0	0	0	
P/Cycle (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	
Cars (%)	100.00	100.00	100.00	-	100.00	0.00	100.00	100.00	0.00	97.85	100.00	-	98.35	2.15	0.00	1.65	
Truck (%)	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	2.15	0.00	-	1.65	0.00	0.00	0.85	

APPENDIX B

TRIP GENERATION WORKSHEETS

TRIP GENERATION SUMMARY - Proposed Clari Park Master Plan

Trip Generation Manual, 10th Edition, Institute of Transportation Engineers

Land Use	ITE Code	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family	210	36 homes	406	7	23	30	24	14	38
Townhomes (Low-Rise)	220	186 units	1,622	23	78	101	75	44	119
Apartments (Mid-Rise)	221	280 units	1,524	24	70	94	73	46	119
Hotel	310	240 Rooms	2,283	68	47	115	79	75	154
Bowling Alley	437	49,000 sf	-	38	2	40	35	19	54
General Office	710	100,000 sf	1,061	103	17	120	18	96	114
Medical Office	720	15,000 sf	489	32	9	41	15	38	53
Convenience Market w/Gas Pumps	853	4,700 sf (Pass-By Trip %)	2,934	95	96	191	116	116	232
			60%	63%	63%	63%	66%	66%	66%
Furniture Store	890	10,000 sf	98	2	1	3	3	3	6
Drive-in Bank	912	14,000 sf	1,277	77	56	133	143	143	286
Fast Casual	930	11,667 GSF	3,677	14	10	24	91	74	165
Quality Restaurant	931	11,667 GSF	978	5	4	9	54	37	91
High-Turnover (Sit-Down) Restaurant	932	11,666 GSF	1,309	64	52	116	71	43	114
Unadjusted Total Trip Generation			17,658	552	465	1,017	797	748	1,545
Internal Trip Reduction %			15%	15%			20%		
Internal Trips			2,649	83	70	153	159	150	309
Adjusted Total Trip Generation			15,009	469	395	864	638	598	1236
Pass-By Trips (from Convenience Market w/Gas Pumps) (Trip Generation x Pass-By Trip % x Internal Trip Reduction %)			1,496	51	51	102	61	61	122
Adjusted Total Primary Trip Generation			13,513	418	344	762	577	537	1,114

TRIP GENERATION (10th Edition)

Single-Family Detached Housing - 36 Dwelling Units

Use ITE Land Use Code 210 (Single-Family Detached Housing) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$\ln(T) = 0.92 \ln(X) + 2.71$$

$$\ln(T) = 0.92 \ln(36) + 2.71$$

$$T = 406$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 0.71(X) + 4.80$$

$$T = 0.71(36) + 4.80$$

$$T = 30$$

$$\text{Enter} = 0.25(30) = 8$$

$$\text{Exit} = 0.75(30) = 22$$

P.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.96 \ln(X) + 0.20$$

$$\ln(T) = 0.96 \ln(36) + 0.20$$

$$T = 38$$

$$\text{Enter} = 0.63(38) = 24$$

$$\text{Exit} = 0.37(38) = 14$$

TRIP GENERATION (10th Edition)

Multifamily (Low-Rise) - 186 Dwelling Units

Use ITE Land Use Code 220 (Multifamily (Low-Rise)) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 7.56(X) - 40.86$$

$$T = 7.56(186) - 40.86$$

$$T = 1365$$

A.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.95 \ln(X) - 0.51$$

$$\ln(T) = 0.95 \ln(186) - 0.51$$

$$T = 86$$

$$\text{Enter} = 0.23(86) = 20$$

$$\text{Exit} = 0.77(86) = 66$$

P.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.89 \ln(X) - 0.02$$

$$\ln(T) = 0.89 \ln(186) - 0.02$$

$$T = 103$$

$$\text{Enter} = 0.63(103) = 65$$

$$\text{Exit} = 0.37(103) = 38$$

TRIP GENERATION (10th Edition)

Multifamily (Mid-Rise) - 280 Dwelling Units

Use ITE Land Use Code 221 (Multifamily (Mid-Rise)) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 5.45(X) - 1.75$$

$$T = 5.45(280) - 1.75$$

$$T = 1524$$

A.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.98 \ln(X) - 0.98$$

$$\ln(T) = 0.98 \ln(280) - 0.98$$

$$T = 94$$

$$\text{Enter} = 0.26(94) = 24$$

$$\text{Exit} = 0.74(94) = 70$$

P.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.96 \ln(X) - 0.63$$

$$\ln(T) = 0.96 \ln(280) - 0.63$$

$$T = 119$$

$$\text{Enter} = 0.61(119) = 73$$

$$\text{Exit} = 0.39(119) = 46$$

TRIP GENERATION (10th Edition)

Hotel - 240 Rooms

Use ITE Land Use Code 310 (Hotel) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 11.29(X) - 426.97$$

$$T = 11.29(240) - 426.97$$

$$T = 2283$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 0.50(X) - 5.34$$

$$T = 0.50(240) - 5.34$$

$$T = 115$$

$$\text{Enter} = 0.59(115) = 68$$

$$\text{Exit} = 0.41(115) = 47$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 0.75(X) - 26.02$$

$$T = 0.75(240) - 26.02$$

$$T = 154$$

$$\text{Enter} = 0.51(154) = 79$$

$$\text{Exit} = 0.49(154) = 75$$

TRIP GENERATION (10th Edition)

Bowling Alley - 49,000 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 437 (Bowling Alley) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

No Data Provided

A.M. Peak Hour of Adjacent Street Traffic

$$T = 0.81(X)$$

$$T = 0.81(49)$$

$$T = 40$$

$$\text{Enter} = 0.95(40) = 38$$

$$\text{Exit} = 0.05(40) = 2$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 1.01(X) + 4.92$$

$$T = 1.01(49) + 4.92$$

$$T = 54$$

$$\text{Enter} = 0.65(54) = 35$$

$$\text{Exit} = 0.35(54) = 19$$

TRIP GENERATION (10th Edition)

General Office Building - 100,000 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 710 (General Office Building) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$\ln(T) = 0.97 \ln(X) + 2.50$$

$$\ln(T) = 0.97 \ln(100) + 2.50$$

$$T = 1061$$

A.M. Peak Hour

$$T = 0.94 (X) + 26.49$$

$$T = 0.94 (100) + 26.49$$

$$T = 120$$

$$\text{Enter} = 0.86(120) = 103$$

$$\text{Exit} = 0.14(120) = 17$$

P.M. Peak Hour

$$\ln(T) = 0.95 \ln(X) + 0.36$$

$$\ln(T) = 0.95 \ln(100) + 0.36$$

$$T = 114$$

$$\text{Enter} = 0.16(114) = 18$$

$$\text{Exit} = 0.84(114) = 96$$

TRIP GENERATION (10th Edition)

Medical-Dental Office Building - 15,000 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 720 (Medical Office Building) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 38.42(X) - 87.62$$

$$T = 38.42(15) - 87.62$$

$$T = 489$$

A.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.89 \ln(X) + 1.31$$

$$\ln(T) = 0.89 \ln(15) + 1.31$$

$$T = 41$$

$$\text{Enter} = 0.78(41) = 32$$

$$\text{Exit} = 0.22(41) = 9$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 3.39(X) + 2.02$$

$$T = 3.39(15) + 2.02$$

$$T = 53$$

$$\text{Enter} = 0.28(53) = 15$$

$$\text{Exit} = 0.72(53) = 38$$

TRIP GENERATION

Convenience Market with Gasoline Pumps - 4,700 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 853 (Convenience Market with Gas Pumps) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 624.20(X)$$

$$T = 624.20(4.7)$$

$$T = 2934$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 40.59(X)$$

$$T = 40.59(4.7)$$

$$T = 191$$

$$\text{Enter} = 0.50(191) = 95$$

$$\text{Exit} = 0.50(191) = 96$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 49.29(X)$$

$$T = 49.29(4.7)$$

$$T = 232$$

$$\text{Enter} = 0.50(232) = 116$$

$$\text{Exit} = 0.50(232) = 116$$

TRIP GENERATION

Furniture Store - 10,000 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 890 (Furniture Store) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 5.17(X) + 46.56$$

$$T = 5.17(10) + 46.56$$

$$T = 98$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 0.24(X) + 0.94$$

$$T = 0.24(10) + 0.94$$

$$T = 3$$

$$\text{Enter} = 0.71(3) = 2$$

$$\text{Exit} = 0.29(3) = 1$$

P.M. Peak Hour of Adjacent Street Traffic

$$\ln(T) = 0.85 \ln(X) - 0.18$$

$$\ln(T) = 0.85 \ln(10) - 0.18$$

$$T = 6$$

$$\text{Enter} = 0.47(6) = 3$$

$$\text{Exit} = 0.53(6) = 3$$

TRIP GENERATION (10th Edition)

Drive-in Bank - 14,000 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 912 (Drive-in Bank) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 82.87(X) + 117.10$$

$$T = 82.87(14) + 117.10$$

$$T = 1277$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 9.50(X)$$

$$T = 9.50(14)$$

$$T = 133$$

$$\text{Enter} = 0.58(133) = 77$$

$$\text{Exit} = 0.42(133) = 56$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 20.45(X)$$

$$T = 20.45(14)$$

$$T = 286$$

$$\text{Enter} = 0.50(286) = 143$$

$$\text{Exit} = 0.50(286) = 143$$

TRIP GENERATION (10th Edition)

Fast Casual Restaurant - 11,667 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 931 (Quality Restaurant) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 315.17(X)$$

$$T = 315.17(11.667)$$

$$T = 3677$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 2.07(X)$$

$$T = 2.07(11.667)$$

$$T = 24$$

$$\text{Enter} = 0.67(165) = 14$$

$$\text{Exit} = 0.33(165) = 10$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 14.13(X)$$

$$T = 14.13(11.667)$$

$$T = 165$$

$$\text{Enter} = 0.55(165) = 91$$

$$\text{Exit} = 0.45(165) = 74$$

TRIP GENERATION (10th Edition)

Quality Restaurant - 11,667 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 931 (Quality Restaurant) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 83.84(X)$$

$$T = 83.84(11.667)$$

$$T = 978$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 0.73(X)$$

$$T = 0.73(11.667)$$

$$T = 9$$

Directional Distribution
Not Available

P.M. Peak Hour of Adjacent Street Traffic

$$T = 7.80(X)$$

$$T = 7.80(11.667)$$

$$T = 91$$

$$\text{Enter} = 0.67(91) = 54$$

$$\text{Exit} = 0.33(91) = 37$$

TRIP GENERATION (10th Edition)

High-Turnover (Sit-Down) Restaurant - 11,666 Sq. Feet Gross Floor Area (X = GSF/1000)

Use ITE Land Use Code 932 (High-Turnover (Sit-Down) Restaurant) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic

$$T = 112.18(X)$$

$$T = 112.18(11.666)$$

$$T = 1309$$

A.M. Peak Hour of Adjacent Street Traffic

$$T = 9.94(X)$$

$$T = 9.94(11.666)$$

$$T = 116$$

$$\text{Enter} = 0.55(116) = 64$$

$$\text{Exit} = 0.45(116) = 52$$

P.M. Peak Hour of Adjacent Street Traffic

$$T = 9.77(X)$$

$$T = 9.77(11.666)$$

$$T = 114$$

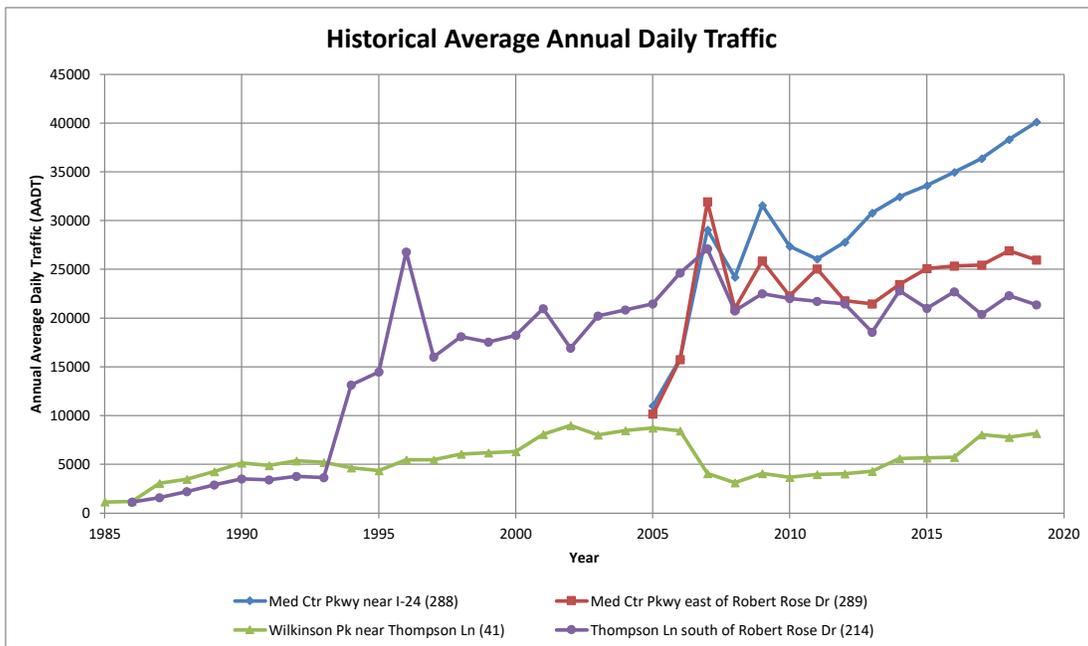
$$\text{Enter} = 0.62(114) = 71$$

$$\text{Exit} = 0.38(114) = 43$$

APPENDIX C

TRAFFIC ASSIGNMENT WORKSHEETS

HISTORICAL TRAFFIC COUNT DATA				
Year	Med Ctr Pkwy near I-24 (288)	Med Ctr Pkwy east of Robert Rose Dr (289)	Wilkinson Pk near Thompson Ln (41)	Thompson Ln south of Robert Rose Dr (214)
1985			1153	
1986			1200	1124
1987			3058	1574
1988			3469	2215
1989			4272	2884
1990			5135	3495
1991			4888	3412
1992			5375	3770
1993			5200	3650
1994			4659	13126
1995			4348	14464
1996			5459	26788
1997			5457	16008
1998			6043	18096
1999			6197	17545
2000			6302	18213
2001			8069	20975
2002			8990	16933
2003			8011	20223
2004			8461	20830
2005	11022	10157	8715	21455
2006	15809	15731	8431	24639
2007	29059	31927	4064	27097
2008	24194	20958	3122	20740
2009	31564	25870	4056	22515
2010	27378	22277	3663	22011
2011	26072	25051	3968	21702
2012	27780	21789	4039	21448
2013	30803	21466	4293	18560
2014	32443	23455	5601	22789
2015	33598	25081	5657	20985
2016	34983	25331	5713	22687
2017	36380	25426	8056	20390
2018	38334	26902	7787	22306
2019	40120	25950	8170	21360



		Med Ctr Pkwy near I-24 (288)	Med Ctr Pkwy east of Robert Rose Dr (289)	Wilkinson Pk near Thompson Ln (41)	Thompson Ln south of Robert Rose Dr (214)
Analysis Period	Begin	2011	2012	2007	1994
	End	2019	2019	2019	2019
Future Year		2030	2030	2030	2030
Forecasted Traffic Volume		58777	35209	12256	25197
Annual Growth Rate		3.53%	2.81%	3.76%	1.51%
Growth Factor		1.465	1.357	1.500	1.180

TRAFFIC VOLUME WORKSHEET
 SPECIFIC NON-SITE TRIP GENERATION &
 PROPOSED DEVELOPMENT TRIP GENERATION



PROPOSED SITE DEVELOPMENT TRIP GENERATION							
Development	Daily	A.M. Peak Hour			P.M. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Clari Park Primary Trips	13,513	418	344	762	577	537	1,114
Clari Park Pass-By Trips	1,496	51	51	102	61	61	122
TOTAL	15,009	469	395	864	638	598	1,236

PROPOSED WILLOWOAK REASSIGNMENT							
Description	AADT	A.M. Peak Hour (9.3%)			P.M. Peak Hour (10.6%)		
		EB	WB	Total	EB	WB	Total
Willowoak Reassignment	3,500	234	91	325	152	219	371
TOTAL	3,500	234	91	325	152	219	371

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT GRESHAMPARK DRIVE
 A.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Greshampark Dr			Westbound Greshampark Dr		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	32	488	22	522	1211	22	18	19	57	33	19	165
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Growth Factor	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Annual Background Growth Trips	7	112	5	120	278	5	4	4	13	8	4	38
2027 Background Traffic Volumes	39	600	27	642	1489	27	22	23	70	41	23	203
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			7	8	32					7		8
% In Trips	0	32	29	33	134	0	0	0	0	24	0	28
% Out Trips	0	110	29	33	134	0	0	0	0	24	0	28
2027 Site Traffic Volumes	0	110	29	33	134	0	0	0	0	24	0	28
Willow oak Dr Extension Adjustment %			4%	93%				3%		15%	9%	76%
Willow oak Dr Extension Adjustment Trips		69	-9	-218	218			-7		-14	-8	-69
2027 TOTAL TRAFFIC VOLUMES	39	779	47	457	1841	27	22	16	70	51	15	162

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT GRESHAMPARK DRIVE
 P.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Greshampark Dr			Westbound Greshampark Dr		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	77	1389	56	304	1024	86	109	35	46	65	51	463
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Growth Factor	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Annual Background Growth Trips	18	319	13	70	235	20	25	8	11	15	12	106
2027 Background Traffic Volumes	95	1708	69	374	1259	106	134	43	57	80	63	569
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			7	8	32					7		8
% In Trips	0	32	40	46	185	0	0	0	0	38	0	43
% Out Trips	0	172	40	46	185	0	0	0	0	38	0	43
2027 Site Traffic Volumes	0	172	40	46	185	0	0	0	0	38	0	43
Willow oak Dr Extension Adjustment %			14%	77%			9%			11%	9%	80%
Willow oak Dr Extension Adjustment Trips		175	-21	-117	117		-14			-24	-20	-175
2027 TOTAL TRAFFIC VOLUMES	95	2055	88	303	1561	106	134	29	57	94	43	437

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT WILLOWOAK TRAIL
 A.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Willowoak Trail			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	33	484		1267	24		20		9			
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0		3.0	3.0		3.0		3.0			
Growth Factor	1.23	1.23	1.00	1.00	1.23	1.23	1.23	1.00	1.23	1.00	1.00	1.00
Annual Background Growth Trips	8	111	0	0	291	6	5	0	2	0	0	0
2027 Background Traffic Volumes	41	595	0	0	1558	30	25	0	11	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	6	7	18	14		1	1				
	% Out	14		6	1					7	1	18
Trips	0	73	29	75	79	3	4	4	0	24	3	62
Clari Park Pass-By Trips	% In	-45	45	-55	55							
	% Out									55		45
Trips	0	-23	23	0	-28	28	0	0	0	28	0	23
2027 Site Traffic Volumes	0	50	52	75	51	31	4	4	0	52	3	85
Willowoak Dr Extension Adjustment Trips		-9	9	218	-14			7		14	8	69
2027 TOTAL TRAFFIC VOLUMES	41	636	61	293	1595	61	29	11	11	66	11	154

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT WILLOWOAK TRAIL
 P.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Willowoak Trail			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
2020 EXISTING TRAFFIC VOLUMES	131	1366		953	170		167	83					
2027 BACKGROUND TRAFFIC VOLUMES													
<i>Annual Background Growth</i>													
Growth Rate (%/year)	3.0	3.0		3.0	3.0		3.0	3.0					
Growth Factor	1.23	1.23	1.00	1.00	1.23	1.23	1.23	1.00	1.23	1.00	1.00	1.00	
Annual Background Growth Trips	30	314	0	0	219	39	38	0	19	0	0	0	
2027 Background Traffic Volumes	161	1680	0	0	1172	209	205	0	102	0	0	0	
2027 SITE TRAFFIC VOLUMES													
Clari Park Primary Trips	% In % Out Trips	6 14 110	7 40	18 104	14 113	1 5	1 6	1 6	0	7 38	1 5	18 97	
Clari Park Pass-By Trips	% In % Out Trips	-45 -27	45 27	-55 0	55 34			0 0	0	55 34	0	45 27	
2027 Site Traffic Volumes		0	83	67	104	79	39	6	6	0	72	5	124
Willowoak Dr Extension Adjustment Trips		-21	21	117	-24			14		24	20	175	
2027 TOTAL TRAFFIC VOLUMES		161	1742	88	221	1227	248	211	20	102	96	25	299

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT HONEYLOCUST LANE
 A.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Honeylocust Lane			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	34	498		1208	49		10		5			
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0			3.0	3.0	3.0		3.0			
Growth Factor	1.23	1.23	1.00	1.00	1.23	1.23	1.23	1.00	1.23	1.00	1.00	1.00
Annual Background Growth Trips	8	114	0	0	278	11	2	0	1	0	0	0
2027 Background Traffic Volumes	42	612	0	0	1486	60	12	0	6	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												
% In		12	8	14			1	1				
% Out					12	1				8	1	14
Trips	0	50	33	59	41	3	4	4	0	28	3	48
2027 Site Traffic Volumes	0	50	33	59	41	3	4	4	0	28	3	48
2027 TOTAL TRAFFIC VOLUMES	42	662	33	59	1527	63	16	4	6	28	3	48

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT HONEYLOCUST LANE
 P.M. PEAK HOUR



Description	Northbound Medical Center Pkwy			Southbound Medical Center Pkwy			Eastbound Honeylocust Lane			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	184	1400		955	82		113	149				
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0			3.0	3.0	3.0	3.0				
Growth Factor	1.23	1.23	1.00	1.00	1.23	1.23	1.23	1.00	1.23	1.00	1.00	1.00
Annual Background Growth Trips	42	322	0	0	220	19	26	0	34	0	0	0
2027 Background Traffic Volumes	226	1722	0	0	1175	101	139	0	183	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												
% In		12	8	14			1	1				
% Out					12	1				8	1	14
Trips	0	69	46	81	64	5	6	6	0	43	5	75
2027 Site Traffic Volumes	0	69	46	81	64	5	6	6	0	43	5	75
2027 TOTAL TRAFFIC VOLUMES	226	1791	46	81	1239	106	145	6	183	43	5	75

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT MAPLEGROVE DRIVE
 A.M. PEAK HOUR



Description	Northbound Maplegrove Drive			Southbound			Eastbound Medical Center Pkwy			Westbound Medical Center Pkwy		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	0		9					1199	11		32	530
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0		3.0	3.0
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	0	0	2	0	0	0	0	276	3	7	122	0
2027 Background Traffic Volumes	0	0	11	0	0	0	0	1475	14	39	652	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												
% In Trips	1							19	1		19	
% Out Trips	4	0	0	0	0	0	0	65	3	0	79	0
2027 Site Traffic Volumes	4	0	0	0	0	0	0	65	3	0	79	0
2027 TOTAL TRAFFIC VOLUMES	4	0	11	0	0	0	0	1540	17	39	731	0

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT MAPLEGROVE DRIVE
 P.M. PEAK HOUR



Description	Northbound Maplegrove Drive			Southbound			Eastbound Medical Center Pkwy			Westbound Medical Center Pkwy		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	27		113					1098	13	80	1542	
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0	3.0	3.0	
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	6	0	26	0	0	0	0	252	3	18	354	0
2027 Background Traffic Volumes	33	0	139	0	0	0	0	1350	16	98	1896	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												19
% In Trips	1							19	1			
% Out Trips	6	0	0	0	0	0	0	102	5	0	110	0
2027 Site Traffic Volumes	6	0	0	0	0	0	0	102	5	0	110	0
2027 TOTAL TRAFFIC VOLUMES	39	0	139	0	0	0	0	1452	21	98	2006	0

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT ROBERT ROSE DRIVE
 A.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Medical Center Pkwy			Westbound Medical Center Pkwy		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	94	13	30	47	21	49	31	1053	125	32	424	11
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Growth Factor	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Annual Background Growth Trips	22	3	7	11	5	11	7	242	29	7	97	3
2027 Background Traffic Volumes	116	16	37	58	26	60	38	1295	154	39	521	14
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	4	6								15	15
	% Out Trips	17	25	0	15	6	0	0	15	4	0	63
2027 Site Traffic Volumes	17	25	0	52	21	0	0	52	14	0	63	63
2027 TOTAL TRAFFIC VOLUMES	133	41	37	110	47	60	38	1347	168	39	584	77

TRAFFIC VOLUME WORKSHEET
 MEDICAL CENTER PARKWAY AT ROBERT ROSE DRIVE
 P.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Medical Center Pkwy			Westbound Medical Center Pkwy		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	308	33	19	75	35	37	108	879	243	65	1286	71
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Growth Factor	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23	1.23
Annual Background Growth Trips	71	8	4	17	8	9	25	202	56	15	296	16
2027 Background Traffic Volumes	379	41	23	92	43	46	133	1081	299	80	1582	87
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	4	6								15	15
	% Out Trips	23	35	0	15	6	81	32	0	0	81	21
2027 Site Traffic Volumes	23	35	0	81	32	0	0	81	21	0	87	87
2027 TOTAL TRAFFIC VOLUMES	402	76	23	173	75	46	133	1162	320	80	1669	174

TRAFFIC VOLUME WORKSHEET
 WILKINSON PIKE AT GRESHAMPARK DRIVE
 A.M. PEAK HOUR



Description	Northbound Greshampark Dr			Southbound			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	9		462					27	3		213	24
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0		3.0	3.0
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	2	0	106	0	0	0	0	6	1		49	6
2027 Background Traffic Volumes	11	0	568	0	0	0	0	33	4		262	30
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			2								2	
% In Trips	0	0	15	0	0	0	0	0	0	0	15	0
% Out Trips			2								2	
2027 Site Traffic Volumes	0	0	15	0	0	0	0	0	0	0	15	0
Willowoak Dr Extension Adjustment Trips			-234								-91	
2027 TOTAL TRAFFIC VOLUMES	11	0	349	0	0	0	0	33	4		186	30

TRAFFIC VOLUME WORKSHEET
 WILKINSON PIKE AT GRESHAMPARK DRIVE
 P.M. PEAK HOUR



Description	Northbound Greshampark Dr			Southbound			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	10		279				29	12		527	32	
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0	3.0	3.0	
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	2	0	64	0	0	0	0	7	3	121	7	0
2027 Background Traffic Volumes	12	0	343	0	0	0	0	36	15	648	39	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			2							2		
% In Trips	0	0	22	0	0	0	0	0	0	22	0	0
% Out Trips			2							2		
2027 Site Traffic Volumes	0	0	22	0	0	0	0	0	0	22	0	0
Willowoak Dr Extension Adjustment Trips			-152									-219
2027 TOTAL TRAFFIC VOLUMES	12	0	213	0	0	0	0	36	15	451	39	0

TRAFFIC VOLUME WORKSHEET
 WILKINSON PIKE AT WEST PARK DRIVE / CLARI PARK ACCESS #2
 A.M. PEAK HOUR



Description	Northbound Clari Park Access #2			Southbound West Park Dr			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES				21		31	17	472		204		12
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)				3.0		3.0	3.0	3.0			3.0	3.0
Growth Factor	1.00	1.00	1.00	1.23	1.00	1.23	1.23	1.23	1.00	1.00	1.23	1.23
Annual Background Growth Trips	0	0	0	5	0	7	4	109	0	0	47	3
2027 Background Traffic Volumes	0	0	0	26	0	38	21	581	0	0	251	15
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In								2	1	2	
	% Out Trips			2	0	1	0	0	0	7	8	4
2027 Site Traffic Volumes	7	0	3	0	0	0	0	7	8	4	8	0
Willowoak Dr Extension Adjustment Trips								-234			-91	
2027 TOTAL TRAFFIC VOLUMES	7	0	3	26	0	38	21	354	8	4	168	15

TRAFFIC VOLUME WORKSHEET
 WILKINSON PIKE AT WEST PARK DRIVE / CLARI PARK ACCESS #2
 P.M. PEAK HOUR



Description	Northbound Clari Park Access #2			Southbound West Park Dr			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES				23		36	50	256		523		25
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)				3.0		3.0	3.0	3.0			3.0	3.0
Growth Factor	1.00	1.00	1.00	1.23	1.00	1.23	1.23	1.23	1.00	1.00	1.23	1.23
Annual Background Growth Trips	0	0	0	5	0	8	11	59	0	0	120	6
2027 Background Traffic Volumes	0	0	0	28	0	44	61	315	0	0	643	31
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In								2	2	1	2
	% Out Trips			2	0	1	0	0	0	11	12	6
2027 Site Traffic Volumes	11	0	5	0	0	0	0	11	12	6	12	0
Willowoak Dr Extension Adjustment Trips									-152			-219
2027 TOTAL TRAFFIC VOLUMES	11	0	5	28	0	44	61	174	12	6	436	31

TRAFFIC VOLUME WORKSHEET
 WILKINSON PIKE AT WILLOWOAK TRAIL
 A.M. PEAK HOUR



Description	Northbound Willowoak Trail			Southbound			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	31		45				478	19		18	182	
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0	3.0	3.0	
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	7	0	10	0	0	0	0	110	4	4	42	0
2027 Background Traffic Volumes	38	0	55	0	0	0	0	588	23	22	224	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			12					3		12	3	
% In Trips	0	0	41	0	0	0	0	10	0	50	13	0
% Out Trips												
2027 Site Traffic Volumes	0	0	41	0	0	0	0	10	0	50	13	0
Willowoak Dr Extension Adjustment %							94%			71%		
Willowoak Dr Extension Adjustment Trips	-26		220				-220	-15		65	-65	
2027 TOTAL TRAFFIC VOLUMES	12	0	316	0	0	0	0	378	8	137	172	0

TRAFFIC VOLUME WORKSHEET
WILKINSON PIKE AT WILLOWOAK TRAIL
P.M. PEAK HOUR



Description	Northbound Willowoak Trail			Southbound			Eastbound Wilkinson Pk			Westbound Wilkinson Pk		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	23		30				217	62		36	521	
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0		3.0					3.0	3.0	3.0	3.0	
Growth Factor	1.23	1.00	1.23	1.00	1.00	1.00	1.00	1.23	1.23	1.23	1.23	1.00
Annual Background Growth Trips	5	0	7	0	0	0	0	50	14	8	120	0
2027 Background Traffic Volumes	28	0	37	0	0	0	0	267	76	44	641	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips			12					3		12	3	
% In Trips	0	0	64	0	0	0	0	16	0	69	17	0
2027 Site Traffic Volumes	0	0	64	0	0	0	0	16	0	69	17	0
Willowoak Dr Extension Adjustment %							69%				91%	
Willowoak Dr Extension Adjustment Trips	-20		105				-105	-47		199	-199	
2027 TOTAL TRAFFIC VOLUMES	8	0	206	0	0	0	0	178	29	312	459	0

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT ROBERT ROSE DRIVE
 A.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Private Drive			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		2	39	0	3					18		6
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	0	9	0	1	0	0	0	0	4	0	1
2027 Background Traffic Volumes	0	2	48	0	4	0	0	0	0	22	0	7
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	16							1	2	10	
	% Out Trips	1	2					10	16	8	42	0
2027 Site Traffic Volumes	70	0	7	0	0	0	0	34	59	8	42	0
Willowoak Dr Extension Adjustment % Willowoak Dr Extension Adjustment Trips	14		15% -14					225	9	4% -9	77	
2027 TOTAL TRAFFIC VOLUMES	84	2	41	0	4	0	0	259	68	21	119	7

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT ROBERT ROSE DRIVE
 P.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Private Drive			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		1	30	7	4					66		2
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	0	7	2	1	0	0	0	0	15	0	0
2027 Background Traffic Volumes	0	1	37	9	5	0	0	0	0	81	0	2
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	16							1	2	10	
	% Out Trips	1	2					10	16	12	58	0
2027 Site Traffic Volumes	98	0	11	0	0	0	0	54	92	12	58	0
Willowoak Dr Extension Adjustment % Willowoak Dr Extension Adjustment Trips	11		5% -11					120	32	21% -32	208	
2027 TOTAL TRAFFIC VOLUMES	109	1	37	9	5	0	0	174	124	61	266	2

TRAFFIC VOLUME WORKSHEET
 ROBERT ROSE DRIVE AT GRASSINGTON STREET/CLARI PARK ACCESS #7
 A.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #7			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		38	4	0	22							
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0							
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	9	1	0	5	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	47	5	0	27	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	1	16		2	1						
	% Out		2		16		1		1			
	Trips	4	74	0	0	63	4	3	0	3	0	0
2027 Site Traffic Volumes	4	74	0	0	63	4	3	0	3	0	0	0
2027 TOTAL TRAFFIC VOLUMES	4	121	5	0	90	4	3	0	3	0	0	0

TRAFFIC VOLUME WORKSHEET
 ROBERT ROSE DRIVE AT GRASSINGTON STREET/CLARI PARK ACCESS #7
 P.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #7			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		29	8	1	69							
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0							
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	7	2	0	16	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	36	10	1	85	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	1	16		2	1						
	% Out		2		16		1		1			
	Trips	6	103	0	0	97	6	5	0	5	0	0
2027 Site Traffic Volumes	6	103	0	0	97	6	5	0	5	0	0	0
2027 TOTAL TRAFFIC VOLUMES	6	139	10	1	182	6	5	0	5	0	0	0

TRAFFIC VOLUME WORKSHEET
 ROBERT ROSE DRIVE AT MARYLEBONE STREET/CLARI PARK ACCESS #8
 A.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #8			Westbound Marylebome St		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		34	4	1	55					16		6
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	8	1	0	13	0	0	0	0	4	0	1
2027 Background Traffic Volumes	0	42	5	1	68	0	0	0	0	20	0	7
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	1	17		1	1						
	% Out Trips	4	75	0	0	63	4	3	0	3	0	0
2027 Site Traffic Volumes	4	75	0	0	63	4	3	0	3	0	0	0
2027 TOTAL TRAFFIC VOLUMES	4	117	5	1	131	4	3	0	3	20	0	7

TRAFFIC VOLUME WORKSHEET
 ROBERT ROSE DRIVE AT MARYLEBONE STREET/CLARI PARK ACCESS #8
 P.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #8			Westbound Marylebome St		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		76	18	4	65					11		1
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	17	4	1	15	0	0	0	0	3	0	0
2027 Background Traffic Volumes	0	93	22	5	80	0	0	0	0	14	0	1
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	1	17		1	1						
	% Out Trips	6	103	0	0	97	6	5	0	5	0	0
2027 Site Traffic Volumes	6	103	0	0	97	6	5	0	5	0	0	0
2027 TOTAL TRAFFIC VOLUMES	6	196	22	5	177	6	5	0	5	14	0	1

TRAFFIC VOLUME WORKSHEET
 ROBERT ROSE DRIVE AT SCULLING STREET/CLARI PARK ACCESS #9
 A.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #9			Westbound Sculling St		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		30	3	2	69					25		8
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	7	1	0	16	0	0	0	0	6	0	2
2027 Background Traffic Volumes	0	37	4	2	85	0	0	0	0	31	0	10
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	3	18			1						
	% Out Trips	13	75	0	0	62	4	3	0	10	0	0
2027 Site Traffic Volumes	13	75	0	0	62	4	3	0	10	0	0	0
2027 TOTAL TRAFFIC VOLUMES	13	112	4	2	147	4	3	0	10	31	0	10

TRAFFIC VOLUME WORKSHEET
ROBERT ROSE DRIVE AT SCULLING STREET/CLARI PARK ACCESS #9
P.M. PEAK HOUR



Description	Northbound Robert Rose Dr			Southbound Robert Rose Dr			Eastbound Clari Park Access #9			Westbound Sculling St		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES		93	28	6	70					18		0
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)		3.0	3.0	3.0	3.0					3.0		3.0
Growth Factor	1.00	1.23	1.23	1.23	1.23	1.00	1.00	1.00	1.00	1.23	1.00	1.23
Annual Background Growth Trips	0	21	6	1	16	0	0	0	0	4	0	0
2027 Background Traffic Volumes	0	114	34	7	86	0	0	0	0	22	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In	3	18			1						
	% Out Trips	17	104	0	0	97	6	5	0	16	0	0
2027 Site Traffic Volumes	17	104	0	0	97	6	5	0	16	0	0	0
2027 TOTAL TRAFFIC VOLUMES	17	218	34	7	183	6	5	0	16	22	0	0

TRAFFIC VOLUME WORKSHEET
 GRESHAMPARK DRIVE AT CLARI PARK ACCESS #1
 A.M. PEAK HOUR



Description	Northbound Greshampark Dr			Southbound Greshampark Dr			Eastbound			Westbound Clari Park Access #1		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	471			216								
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0			3.0								
Growth Factor	1.00	1.23	1.00	1.00	1.23	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	108	0	0	50	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	579	0	0	266	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												
% In Trips	2 13			2								
% Out Trips	0	8	54	8	7	0	0	0	0	13	0	2
2027 Site Traffic Volumes	0	8	54	8	7	0	0	0	0	45	0	7
Willowoak Dr Extension Adjustment Trips	-234			-91								
2027 TOTAL TRAFFIC VOLUMES	0	353	54	8	182	0	0	0	0	45	0	7

TRAFFIC VOLUME WORKSHEET
 GRESHAMPARK DRIVE AT CLARI PARK ACCESS #1
 P.M. PEAK HOUR



Description	Northbound Greshampark Dr			Southbound Greshampark Dr			Eastbound			Westbound Clari Park Access #1		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES	289			539								
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)	3.0			3.0								
Growth Factor	1.00	1.23	1.00	1.00	1.23	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	66	0	0	124	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	355	0	0	663	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips												
% In Trips	2 13			2 2								
% Out Trips	0	12	75	12	11	0	0	0	0	13	0	2
2027 Site Traffic Volumes	0	12	75	12	11	0	0	0	0	70	0	11
Willowoak Dr Extension Adjustment Trips	-152			-219								
2027 TOTAL TRAFFIC VOLUMES	0	215	75	12	455	0	0	0	0	70	0	11

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT CLARI PARK ACCESS #2/#3
 A.M. PEAK HOUR



Description	Northbound Clari Park Access #4			Southbound Clari Park Access #3			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In		23	2		1	1	2	23	23		2
	% Out Trips	79	0	79	7	0	3	4	8	96	96	7
2027 Site Traffic Volumes	79	0	79	7	0	3	4	8	96	96	7	8
Willowoak Dr Extension Adjustment Trips								234			91	
2027 TOTAL TRAFFIC VOLUMES	79	0	79	7	0	3	4	242	96	96	98	8

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT CLARI PARK ACCESS #2/#3
 P.M. PEAK HOUR



Description	Northbound Clari Park Access #4			Southbound Clari Park Access #3			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In		23	2		1	1	2	23	23	2	2
	% Out Trips	124	0	124	11	0	5	6	12	133	133	11
2027 Site Traffic Volumes	124	0	124	11	0	5	6	12	133	133	11	12
Willowoak Dr Extension Adjustment Trips								152			219	
2027 TOTAL TRAFFIC VOLUMES	124	0	124	11	0	5	6	164	133	133	230	12

TRAFFIC VOLUME WORKSHEET
 HONEYLOCUST LN AT CLARI PARK ACCESS #4/#5
 A.M. PEAK HOUR



Description	Northbound Clari Park Access #6			Southbound Clari Park Access #5			Eastbound Honeylocust Ln			Westbound Clari Park Access #11		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips							7	9	7		9	
% In Trips	7					7	29	38	29	0	31	0
% Out Trips	24	0	0	0	0	24						
2027 Site Traffic Volumes	24	0	0	0	0	24	29	38	29	0	31	0
2027 TOTAL TRAFFIC VOLUMES	24	0	0	0	0	24	29	38	29	0	31	0

TRAFFIC VOLUME WORKSHEET
HONEYLOCUST LN AT CLARI PARK ACCESS #4/#5
P.M. PEAK HOUR



Description	Northbound Clari Park Access #6			Southbound Clari Park Access #5			Eastbound Honeylocust Ln			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In					7	7	9	7		9	
	% Out Trips	38	0	0	0	0	38	40	52	40	0	48
2027 Site Traffic Volumes	38	0	0	0	0	38	40	52	40	0	48	0
2027 TOTAL TRAFFIC VOLUMES	38	0	0	0	0	38	40	52	40	0	48	0

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT CLARI PARK ACCESS #10
 A.M. PEAK HOUR



Description	Northbound Clari Park Access #10			Southbound			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In		1					1	1	1	25	
	% Out Trips	3	0	3	0	0	0	0	90	4	4	108
2027 Site Traffic Volumes	3	0	3	0	0	0	0	90	4	4	108	0
Willowoak Dr Extension Adjustment Trips								234			91	
2027 TOTAL TRAFFIC VOLUMES	3	0	3	0	0	0	0	324	4	4	199	0

TRAFFIC VOLUME WORKSHEET
 WILLOWOAK TRAIL AT CLARI PARK ACCESS #10
 P.M. PEAK HOUR



Description	Northbound Clari Park Access #10			Southbound			Eastbound Willowoak Trail			Westbound Willowoak Trail		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2020 EXISTING TRAFFIC VOLUMES												
2027 BACKGROUND TRAFFIC VOLUMES												
<i>Annual Background Growth</i>												
Growth Rate (%/year)												
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2027 Background Traffic Volumes	0	0	0	0	0	0	0	0	0	0	0	0
2027 SITE TRAFFIC VOLUMES												
Clari Park Primary Trips	% In		1					1	1	1	25	
	% Out Trips	5	0	5	0	0	0	0	140	6	6	150
2027 Site Traffic Volumes	5	0	5	0	0	0	0	140	6	6	150	0
Willowoak Dr Extension Adjustment Trips								152			219	
2027 TOTAL TRAFFIC VOLUMES	5	0	5	0	0	0	0	292	6	6	369	0

APPENDIX D

CAPACITY ANALYSIS WORKSHEETS EXISTING TRAFFIC

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2020 Existing Traffic - AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	19	57	33	19	165	32	488	22	522	1211	22
Future Volume (veh/h)	18	19	57	33	19	165	32	488	22	522	1211	22
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	20	21	64	37	21	-19	36	548	25	587	1361	25
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	68	105	89	98	121	103	282	2246	1005	688	2351	1052
Arrive On Green	0.02	0.06	0.06	0.03	0.06	0.00	0.06	1.00	1.00	0.06	0.66	0.66
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	20	21	64	37	21	-19	36	548	25	587	1361	25
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	0.7	1.4	5.2	1.4	1.4	0.0	0.9	0.0	0.0	7.5	27.3	0.7
Cycle Q Clear(g_c), s	0.7	1.4	5.2	1.4	1.4	0.0	0.9	0.0	0.0	7.5	27.3	0.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	68	105	89	98	121	103	282	2246	1005	688	2351	1052
V/C Ratio(X)	0.29	0.20	0.72	0.38	0.17	-0.19	0.13	0.24	0.02	0.85	0.58	0.02
Avail Cap(c_a), veh/h	212	272	231	212	272	231	334	2246	1005	688	2351	1052
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	0.99	0.99	0.99	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.8	58.6	60.3	62.0	57.5	0.0	9.6	0.0	0.0	13.6	11.9	7.4
Incr Delay (d2), s/veh	1.8	1.1	12.3	1.8	0.8	0.0	0.1	0.3	0.0	9.9	1.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.8	2.6	0.7	0.7	0.0	0.4	0.1	0.0	15.1	13.6	0.3
LnGrp Delay(d),s/veh	64.6	59.7	72.6	63.8	58.3	0.0	9.7	0.3	0.0	23.5	12.9	7.5
LnGrp LOS	E	E	E	E	E		A	A	A	C	B	A
Approach Vol, veh/h		105			39			609			1973	
Approach Delay, s/veh		68.5			92.0			0.8			16.0	
Approach LOS		E			F			A			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	94.9	10.7	13.3	15.0	91.0	9.6	14.4				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	7.5	66.5	8.0	19.0	7.5	66.5	8.0	19.0				
Max Q Clear Time (g_c+I1), s	2.9	29.3	3.4	7.2	9.5	2.0	2.7	3.4				
Green Ext Time (p_c), s	0.0	33.1	0.0	0.3	0.0	53.4	0.0	0.4				
Intersection Summary												
HCM 2010 Ctrl Delay			15.7									
HCM 2010 LOS			B									

HCM 2010 Signalized Intersection Summary
 2: Medical Center Pkwy & Willowoak Tr

Clari Park
 2020 Existing Traffic - AM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↶↷	↷	↶↷	↶↶	↶↶	↷		
Traffic Volume (veh/h)	20	9	33	484	1267	24		
Future Volume (veh/h)	20	9	33	484	1267	24		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	23	10	38	563	1473	28		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	92	42	99	2995	2662	1191		
Arrive On Green	0.03	0.03	0.06	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	23	10	38	563	1473	28		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	0.9	0.8	1.4	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	0.9	0.8	1.4	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	92	42	99	2995	2662	1191		
V/C Ratio(X)	0.25	0.24	0.38	0.19	0.55	0.02		
Avail Cap(c_a), veh/h	344	158	304	2995	2662	1191		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.99	0.99	0.82	0.82		
Uniform Delay (d), s/veh	62.0	62.0	60.2	0.0	0.0	0.0		
Incr Delay (d2), s/veh	1.4	2.8	2.4	0.1	0.7	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.4	0.4	0.7	0.1	0.3	0.0		
LnGrp Delay(d),s/veh	63.4	64.8	62.6	0.1	0.7	0.0		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	33			601	1501			
Approach Delay, s/veh	63.8			4.1	0.7			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	12.2	107.3		10.5		119.5		
Change Period (Y+Rc), s	8.5	9.5		7.0		9.5		
Max Green Setting (Gmax), s	5	80.5		13.0		100.5		
Max Q Clear Time (g_c+I), s	1	2.0		2.9		2.0		
Green Ext Time (p_c), s	0.0	28.3		0.0		29.7		
Intersection Summary								
HCM 2010 Ctrl Delay			2.6					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
 3: Medical Center Pkwy & Honeylocust Ln

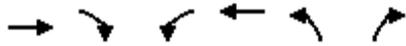
Clari Park
 2020 Existing Traffic - AM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↖↗	↗	↖↗	↑↑	↑↑	↗		
Traffic Volume (veh/h)	10	5	34	498	1208	49		
Future Volume (veh/h)	10	5	34	498	1208	49		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	12	6	40	593	1438	58		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	63	29	101	3120	2785	1246		
Arrive On Green	0.02	0.02	0.03	0.88	0.79	0.79		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	12	6	40	593	1438	58		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	0.4	0.5	1.5	3.1	19.0	1.1		
Cycle Q Clear(g_c), s	0.4	0.5	1.5	3.1	19.0	1.1		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	63	29	101	3120	2785	1246		
V/C Ratio(X)	0.19	0.21	0.40	0.19	0.52	0.05		
Avail Cap(c_a), veh/h	344	158	304	3120	2785	1246		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	0.99	0.99	0.83	0.83		
Uniform Delay (d), s/veh	62.9	62.9	62.0	1.1	5.0	3.1		
Incr Delay (d2), s/veh	1.4	3.4	2.5	0.1	0.6	0.1		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.2	0.2	0.7	1.5	9.4	0.5		
LnGrp Delay(d),s/veh	64.3	66.3	64.4	1.2	5.5	3.1		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	18			633	1496			
Approach Delay, s/veh	65.0			5.2	5.5			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	12.3	108.3		9.4		120.6		
Change Period (Y+Rc), s	8.5	6.0		7.0		6.0		
Max Green Setting (Gmax), s	11.5	84.0		13.0		104.0		
Max Q Clear Time (g_c+I), s	11.5	21.0		2.5		5.1		
Green Ext Time (p_c), s	0.0	26.5		0.0		29.7		
Intersection Summary								
HCM 2010 Ctrl Delay			5.9					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
 4: Maplegrove Dr & Medical Center Pkwy

Clari Park
 2020 Existing Traffic - AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1199	11	32	530	0	9		
Future Volume (veh/h)	1199	11	32	530	0	9		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1462	13	39	646	0	11		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2820	1262	100	3141	43	20		
Arrive On Green	0.80	0.80	0.06	1.00	0.00	0.01		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1462	13	39	646	0	11		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	18.6	0.2	1.4	0.0	0.0	0.9		
Cycle Q Clear(g_c), s	18.6	0.2	1.4	0.0	0.0	0.9		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2820	1262	100	3141	43	20		
V/C Ratio(X)	0.52	0.01	0.39	0.21	0.00	0.55		
Avail Cap(c_a), veh/h	2820	1262	318	3141	331	152		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00		
Upstream Filter(I)	0.86	0.86	0.98	0.98	0.00	1.00		
Uniform Delay (d), s/veh	4.6	2.7	60.1	0.0	0.0	63.8		
Incr Delay (d2), s/veh	0.6	0.0	2.4	0.1	0.0	21.6		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	9.2	0.1	0.7	0.1	0.0	0.5		
LnGrp Delay(d),s/veh	5.2	2.7	62.5	0.1	0.0	85.4		
LnGrp LOS	A	A	E	A		F		
Approach Vol, veh/h	1475			685	11			
Approach Delay, s/veh	5.1			3.7	85.4			
Approach LOS	A			A	F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	11.8	109.1		9.1		120.9		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	12.0	84.5		12.5		104.5		
Max Q Clear Time (g_c+I), s	13.4	20.6		2.9		2.0		
Green Ext Time (p_c), s	0.0	27.9		0.0		31.7		
Intersection Summary								
HCM 2010 Ctrl Delay			5.1					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
5: Robert Rose Dr & Medical Center Pkwy

Clari Park
2020 Existing Traffic - AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	31	1053	125	32	424	11	94	13	30	47	21	49
Future Volume (veh/h)	31	1053	125	32	424	11	94	13	30	47	21	49
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	37	1254	149	38	505	13	112	15	36	56	25	58
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	621	2294	1026	353	2281	1021	162	110	93	115	99	84
Arrive On Green	0.06	1.00	1.00	0.03	0.64	0.64	0.05	0.06	0.06	0.03	0.05	0.05
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	37	1254	149	38	505	13	112	15	36	56	25	58
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	0.9	0.0	0.0	0.9	7.7	0.4	4.2	1.0	2.8	2.1	1.7	4.7
Cycle Q Clear(g_c), s	0.9	0.0	0.0	0.9	7.7	0.4	4.2	1.0	2.8	2.1	1.7	4.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	621	2294	1026	353	2281	1021	162	110	93	115	99	84
V/C Ratio(X)	0.06	0.55	0.15	0.11	0.22	0.01	0.69	0.14	0.39	0.49	0.25	0.69
Avail Cap(c_a), veh/h	666	2294	1026	404	2281	1021	225	201	171	199	201	171
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.86	0.86	0.86	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.1	0.0	0.0	7.1	9.6	8.3	61.0	58.0	58.9	61.7	59.1	60.5
Incr Delay (d2), s/veh	0.0	0.8	0.3	0.1	0.2	0.0	5.2	0.6	2.6	3.2	1.3	9.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.3	0.1	0.5	3.8	0.2	2.1	0.5	1.3	1.0	0.9	2.3
LnGrp Delay(d),s/veh	7.2	0.8	0.3	7.2	9.8	8.3	66.2	58.6	61.5	64.9	60.4	70.2
LnGrp LOS	A	A	A	A	A	A	E	E	E	E	E	E
Approach Vol, veh/h		1440			556			163			139	
Approach Delay, s/veh		0.9			9.6			64.5			66.3	
Approach LOS		A			A			E			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	93.3	11.8	13.7	11.7	92.8	12.6	12.9				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	7.5	71.0	7.5	14.0	7.0	71.0	8.5	14.0				
Max Q Clear Time (g_c+1), s	7.5	2.0	4.1	4.8	2.9	9.7	6.2	6.7				
Green Ext Time (p_c), s	0.0	21.8	0.0	0.3	0.0	21.3	0.1	0.2				
Intersection Summary												
HCM 2010 Ctrl Delay					11.5							
HCM 2010 LOS					B							

Intersection

Int Delay, s/veh 10.1

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	27	3	213	24	9	462
Future Vol, veh/h	27	3	213	24	9	462
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	170	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	4	254	29	11	550

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	36	0	571	34
Stage 1	-	-	-	-	34	-
Stage 2	-	-	-	-	537	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1575	-	482	1039
Stage 1	-	-	-	-	988	-
Stage 2	-	-	-	-	586	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1575	-	403	1039
Mov Cap-2 Maneuver	-	-	-	-	403	-
Stage 1	-	-	-	-	988	-
Stage 2	-	-	-	-	490	-

Approach EB WB NB

HCM Control Delay, s	0	6.9	12.3
HCM LOS			B

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	403	1039	-	-	1575	-
HCM Lane V/C Ratio	0.027	0.529	-	-	0.161	-
HCM Control Delay (s)	14.2	12.3	-	-	7.7	0
HCM Lane LOS	B	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	3.2	-	-	0.6	-

Intersection

Int Delay, s/veh 1.1

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations		↕	↔		↕	
Traffic Vol, veh/h	17	472	204	12	21	31
Future Vol, veh/h	17	472	204	12	21	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	562	243	14	25	37

Major/Minor Major1 Major2 Minor2

Conflicting Flow All	257	0	-	0	852	250
Stage 1	-	-	-	-	250	-
Stage 2	-	-	-	-	602	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1308	-	-	-	330	789
Stage 1	-	-	-	-	792	-
Stage 2	-	-	-	-	547	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1308	-	-	-	323	789
Mov Cap-2 Maneuver	-	-	-	-	323	-
Stage 1	-	-	-	-	775	-
Stage 2	-	-	-	-	547	-

Approach EB WB SB

HCM Control Delay, s	0.3	0	13.2
HCM LOS			B

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

Capacity (veh/h)	1308	-	-	-	499
HCM Lane V/C Ratio	0.015	-	-	-	0.124
HCM Control Delay (s)	7.8	0	-	-	13.2
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection

Int Delay, s/veh 1.6

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	478	19	18	182	31	45
Future Vol, veh/h	478	19	18	182	31	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	549	22	21	209	36	52

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	571	0	811	560
Stage 1	-	-	-	-	560	-
Stage 2	-	-	-	-	251	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1002	-	349	528
Stage 1	-	-	-	-	572	-
Stage 2	-	-	-	-	791	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1002	-	341	528
Mov Cap-2 Maneuver	-	-	-	-	341	-
Stage 1	-	-	-	-	572	-
Stage 2	-	-	-	-	772	-

Approach EB WB NB

HCM Control Delay, s	0	0.8	14.3
HCM LOS			B

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	341	528	-	-	1002	-
HCM Lane V/C Ratio	0.104	0.098	-	-	0.021	-
HCM Control Delay (s)	16.8	12.6	-	-	8.7	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	0.3	-	-	0.1	-

Intersection												
Int Delay, s/veh	7.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔			↔	↔
Traffic Vol, veh/h	0	0	0	18	0	6	0	2	39	0	3	0
Future Vol, veh/h	0	0	0	18	0	6	0	2	39	0	3	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	20	0	7	0	2	44	0	3	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	7	0	0	1	0	0	46	48	1	68	45	4
Stage 1	-	-	-	-	-	-	1	1	-	44	44	-
Stage 2	-	-	-	-	-	-	45	47	-	24	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1614	-	-	1622	-	-	955	844	1084	925	847	1080
Stage 1	-	-	-	-	-	-	1022	895	-	970	858	-
Stage 2	-	-	-	-	-	-	969	856	-	994	895	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1614	-	-	1622	-	-	944	834	1084	878	837	1080
Mov Cap-2 Maneuver	-	-	-	-	-	-	944	834	-	878	837	-
Stage 1	-	-	-	-	-	-	1022	895	-	970	848	-
Stage 2	-	-	-	-	-	-	953	846	-	951	895	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			5.4			8.5			9.3		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1068	1614	-	-	1622	-	-	837
HCM Lane V/C Ratio	-	0.043	-	-	-	0.012	-	-	0.004
HCM Control Delay (s)		0	8.5	0	-	7.2	-	-	9.3
HCM Lane LOS		A	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)		-	0.1	0	-	0	-	-	0

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2020 Existing Traffic - PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	109	35	46	65	51	463	77	1389	56	304	1024	86
Future Volume (veh/h)	109	35	46	65	51	463	77	1389	56	304	1024	86
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	117	38	31	70	55	309	83	1494	37	327	1101	57
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	162	227	193	109	199	169	323	2016	902	389	2196	983
Arrive On Green	0.05	0.12	0.12	0.03	0.11	0.11	0.06	1.00	1.00	0.08	0.62	0.62
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	117	38	31	70	55	309	83	1494	37	327	1101	57
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	5.0	2.7	2.6	3.0	4.1	16.0	3.0	0.0	0.0	11.3	25.7	2.1
Cycle Q Clear(g_c), s	5.0	2.7	2.6	3.0	4.1	16.0	3.0	0.0	0.0	11.3	25.7	2.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	162	227	193	109	199	169	323	2016	902	389	2196	983
V/C Ratio(X)	0.72	0.17	0.16	0.64	0.28	1.83	0.26	0.74	0.04	0.84	0.50	0.06
Avail Cap(c_a), veh/h	229	227	193	184	199	169	401	2016	902	389	2196	983
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.82	0.82	0.82	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.5	59.0	59.0	71.8	61.7	67.0	13.3	0.0	0.0	10.6	15.7	11.2
Incr Delay (d2), s/veh	5.0	0.4	0.5	4.6	0.9	395.5	0.3	2.1	0.1	14.9	0.8	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	1.4	1.2	1.5	2.2	25.5	1.5	0.6	0.0	7.1	12.8	1.0
LnGrp Delay(d),s/veh	75.5	59.5	59.5	76.3	62.6	462.5	13.6	2.1	0.1	25.6	16.5	11.3
LnGrp LOS	E	E	E	E	E	F	B	A	A	C	B	B
Approach Vol, veh/h		186			434			1614			1485	
Approach Delay, s/veh		69.6			349.5			2.6			18.3	
Approach LOS		E			F			A			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.4	101.6	11.8	24.3	20.0	94.0	14.0	22.0				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	11.5	83.5	8.0	18.0	12.5	82.5	10.0	16.0				
Max Q Clear Time (g_c+I1), s	5.0	27.7	5.0	4.7	13.3	2.0	7.0	18.0				
Green Ext Time (p_c), s	0.1	53.8	0.0	1.8	0.0	76.4	0.1	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			52.7									
HCM 2010 LOS			D									

HCM 2010 Signalized Intersection Summary
 2: Medical Center Pkwy & Willowoak Tr

Clari Park
 2020 Existing Traffic - PM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↶	↷	↶	↶	↶	↷		
Traffic Volume (veh/h)	167	83	131	1366	953	170		
Future Volume (veh/h)	167	83	131	1366	953	170		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	186	92	146	1518	1059	189		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	259	119	190	2883	2487	1113		
Arrive On Green	0.08	0.08	0.11	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	186	92	146	1518	1059	189		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	7.9	8.6	6.2	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	7.9	8.6	6.2	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	259	119	190	2883	2487	1113		
V/C Ratio(X)	0.72	0.77	0.77	0.53	0.43	0.17		
Avail Cap(c_a), veh/h	528	243	264	2883	2487	1113		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.85	0.85	0.84	0.84		
Uniform Delay (d), s/veh	67.8	68.1	65.8	0.0	0.0	0.0		
Incr Delay (d2), s/veh	3.7	10.0	7.4	0.6	0.5	0.3		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	8.9	4.1	3.1	0.2	0.2	0.1		
LnGrp Delay(d),s/veh	71.5	78.1	73.2	0.6	0.5	0.3		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	278			1664	1248			
Approach Delay, s/veh	73.7			7.0	0.4			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	66.8	114.9		18.3		131.7		
Change Period (Y+Rc), s	8.5	9.5		7.0		9.5		
Max Green Setting (Gmax), s	5	90.5		23.0		110.5		
Max Q Clear Time (g_c+I), s	10.2	2.0		10.6		2.0		
Green Ext Time (p_c), s	0.1	48.2		0.7		52.8		
Intersection Summary								
HCM 2010 Ctrl Delay			10.2					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary

3: Medical Center Pkwy & Honeylocust Ln

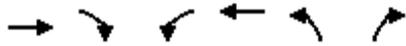
Clari Park
2020 Existing Traffic - PM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↖↗	↗	↖↗	↑↑	↑↑	↗		
Traffic Volume (veh/h)	113	149	184	1400	955	82		
Future Volume (veh/h)	113	149	184	1400	955	82		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	124	164	202	1538	1049	90		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	407	187	252	2813	2354	1053		
Arrive On Green	0.12	0.12	0.15	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	124	164	202	1538	1049	90		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	4.9	15.3	8.5	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	4.9	15.3	8.5	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	407	187	252	2813	2354	1053		
V/C Ratio(X)	0.30	0.87	0.80	0.55	0.45	0.09		
Avail Cap(c_a), veh/h	528	243	493	2813	2354	1053		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.83	0.83	0.90	0.90		
Uniform Delay (d), s/veh	60.5	65.0	63.0	0.0	0.0	0.0		
Incr Delay (d2), s/veh	0.4	23.3	5.0	0.6	0.5	0.1		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	2.4	7.9	4.2	0.3	0.2	0.0		
LnGrp Delay(d),s/veh	60.9	88.3	67.9	0.6	0.5	0.1		
LnGrp LOS	E	F	E	A	A	A		
Approach Vol, veh/h	288			1740	1139			
Approach Delay, s/veh	76.5			8.5	0.5			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	19.5	105.8		24.8		125.2		
Change Period (Y+Rc), s	8.5	6.0		7.0		6.0		
Max Green Setting (Gmax), s	21.5	84.0		23.0		114.0		
Max Q Clear Time (g_c+10), s	11.0	2.0		17.3		2.0		
Green Ext Time (p_c), s	0.5	45.2		0.5		51.9		
Intersection Summary								
HCM 2010 Ctrl Delay			11.8					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary
 4: Maplegrove Dr & Medical Center Pkwy

Clari Park
 2020 Existing Traffic - PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1098	13	80	1542	27	113		
Future Volume (veh/h)	1098	13	80	1542	27	113		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1168	14	85	1640	29	120		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2595	1161	128	2915	309	142		
Arrive On Green	0.73	0.73	0.07	1.00	0.09	0.09		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1168	14	85	1640	29	120		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	19.7	0.4	3.6	0.0	1.2	11.2		
Cycle Q Clear(g_c), s	19.7	0.4	3.6	0.0	1.2	11.2		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2595	1161	128	2915	309	142		
V/C Ratio(X)	0.45	0.01	0.66	0.56	0.09	0.85		
Avail Cap(c_a), veh/h	2595	1161	390	2915	516	237		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00		
Upstream Filter(I)	0.89	0.89	0.69	0.69	1.00	1.00		
Uniform Delay (d), s/veh	8.0	5.4	68.5	0.0	62.7	67.3		
Incr Delay (d2), s/veh	0.5	0.0	4.0	0.5	0.1	13.1		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	9.8	0.2	1.8	0.2	0.6	5.4		
LnGrp Delay(d),s/veh	8.5	5.4	72.5	0.5	62.8	80.4		
LnGrp LOS	A	A	E	A	E	F		
Approach Vol, veh/h	1182			1725	149			
Approach Delay, s/veh	8.4			4.1	76.9			
Approach LOS	A			A	E			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	33.6	115.5		20.9		129.1		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	89.5			22.5		114.5		
Max Q Clear Time (g_c+I), s	19.6	21.7		13.2		2.0		
Green Ext Time (p_c), s	0.1	45.3		0.3		60.3		
Intersection Summary								
HCM 2010 Ctrl Delay			9.3					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
 5: Robert Rose Dr & Medical Center Pkwy

Clari Park
 2020 Existing Traffic - PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	108	879	243	65	1286	71	308	33	19	75	35	37
Future Volume (veh/h)	108	879	243	65	1286	71	308	33	19	75	35	37
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	115	935	259	69	1368	76	328	35	20	80	37	39
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	254	2216	991	391	2178	974	376	200	170	121	74	63
Arrive On Green	0.08	1.00	1.00	0.03	0.62	0.62	0.11	0.11	0.11	0.04	0.04	0.04
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	115	935	259	69	1368	76	328	35	20	80	37	39
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	3.7	0.0	0.0	2.1	36.3	2.9	14.1	2.6	1.7	3.4	2.9	3.6
Cycle Q Clear(g_c), s	3.7	0.0	0.0	2.1	36.3	2.9	14.1	2.6	1.7	3.4	2.9	3.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	254	2216	991	391	2178	974	376	200	170	121	74	63
V/C Ratio(X)	0.45	0.42	0.26	0.18	0.63	0.08	0.87	0.18	0.12	0.66	0.50	0.62
Avail Cap(c_a), veh/h	363	2216	991	424	2178	974	424	236	201	172	112	95
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.89	0.89	0.89	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.3	0.0	0.0	9.7	18.1	11.7	65.8	60.9	60.5	71.5	70.5	70.9
Incr Delay (d2), s/veh	1.1	0.5	0.6	0.2	1.4	0.2	16.5	0.4	0.3	6.0	5.0	9.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.2	0.2	1.1	18.1	1.3	7.6	1.3	0.8	1.7	1.6	1.8
LnGrp Delay(d),s/veh	16.4	0.5	0.6	9.9	19.5	11.8	82.3	61.3	60.8	77.5	75.6	80.2
LnGrp LOS	B	A	A	A	B	B	F	E	E	E	E	F
Approach Vol, veh/h		1309			1513			383			156	
Approach Delay, s/veh		1.9			18.6			79.3			77.7	
Approach LOS		A			B			E			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.2	102.9	12.8	22.1	13.8	101.3	22.9	12.0				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	7.5	86.0	7.5	19.0	15.0	78.0	18.5	9.0				
Max Q Clear Time (g_c+1), s	1.5	2.0	5.4	4.6	5.7	38.3	16.1	5.6				
Green Ext Time (p_c), s	0.0	40.3	0.0	0.4	0.2	26.8	0.3	0.1				
Intersection Summary												
HCM 2010 Ctrl Delay				21.8								
HCM 2010 LOS				C								

Intersection

Int Delay, s/veh 8.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	29	12	527	32	10	279
Future Vol, veh/h	29	12	527	32	10	279
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	170	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	31	13	555	34	11	294

Major/Minor

	Major1	Major2	Minor1		
Conflicting Flow All	0	0	44	0	1182 38
Stage 1	-	-	-	-	38 -
Stage 2	-	-	-	-	1144 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1564	-	210 1034
Stage 1	-	-	-	-	984 -
Stage 2	-	-	-	-	304 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1564	-	134 1034
Mov Cap-2 Maneuver	-	-	-	-	134 -
Stage 1	-	-	-	-	984 -
Stage 2	-	-	-	-	194 -

Approach

	EB	WB	NB
HCM Control Delay, s	0	8.1	10.7
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	134	1034	-	-	1564	-
HCM Lane V/C Ratio	0.079	0.284	-	-	0.355	-
HCM Control Delay (s)	34.1	9.9	-	-	8.6	0
HCM Lane LOS	D	A	-	-	A	A
HCM 95th %tile Q(veh)	0.3	1.2	-	-	1.6	-

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	50	256	523	25	23	36
Future Vol, veh/h	50	256	523	25	23	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	53	272	556	27	24	38

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	583	0	-	0	948 570
Stage 1	-	-	-	-	570 -
Stage 2	-	-	-	-	378 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	991	-	-	-	289 521
Stage 1	-	-	-	-	566 -
Stage 2	-	-	-	-	693 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	991	-	-	-	271 521
Mov Cap-2 Maneuver	-	-	-	-	271 -
Stage 1	-	-	-	-	530 -
Stage 2	-	-	-	-	693 -

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	16.2
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	991	-	-	-	383
HCM Lane V/C Ratio	0.054	-	-	-	0.164
HCM Control Delay (s)	8.8	0	-	-	16.2
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.2	-	-	-	0.6

Intersection

Int Delay, s/veh 3.1

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	217	62	36	521	98	53
Future Vol, veh/h	217	62	36	521	98	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	228	65	38	548	103	56

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	293	0	885	261
Stage 1	-	-	-	-	261	-
Stage 2	-	-	-	-	624	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1269	-	315	778
Stage 1	-	-	-	-	783	-
Stage 2	-	-	-	-	534	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1269	-	301	778
Mov Cap-2 Maneuver	-	-	-	-	301	-
Stage 1	-	-	-	-	783	-
Stage 2	-	-	-	-	511	-

Approach EB WB NB

HCM Control Delay, s	0	0.5	18.5
HCM LOS			C

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	301	778	-	-	1269	-
HCM Lane V/C Ratio	0.343	0.072	-	-	0.03	-
HCM Control Delay (s)	23.1	10	-	-	7.9	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	1.5	0.2	-	-	0.1	-

Intersection

Int Delay, s/veh 7.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔			↔	
Traffic Vol, veh/h	0	0	0	66	0	2	0	1	30	7	4	0
Future Vol, veh/h	0	0	0	66	0	2	0	1	30	7	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	81	0	2	0	1	37	9	5	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	2	0	0	1	0	0	167	165	1	183	164	1
Stage 1	-	-	-	-	-	-	1	1	-	163	163	-
Stage 2	-	-	-	-	-	-	166	164	-	20	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1620	-	-	1622	-	-	797	728	1084	778	729	1084
Stage 1	-	-	-	-	-	-	1022	895	-	839	763	-
Stage 2	-	-	-	-	-	-	836	762	-	999	895	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1620	-	-	1622	-	-	763	692	1084	722	693	1084
Mov Cap-2 Maneuver	-	-	-	-	-	-	763	692	-	722	693	-
Stage 1	-	-	-	-	-	-	1022	895	-	839	725	-
Stage 2	-	-	-	-	-	-	789	724	-	964	895	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			7.1			8.5			10.2		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1065	1620	-	-	1622	-	-	711
HCM Lane V/C Ratio	-	0.036	-	-	-	0.05	-	-	0.019
HCM Control Delay (s)		0	8.5	0	-	7.3	-	-	10.2
HCM Lane LOS		A	A	A	-	A	-	-	B
HCM 95th %tile Q(veh)		-	0.1	0	-	0.2	-	-	0.1

APPENDIX E

CAPACITY ANALYSIS WORKSHEETS BACKGROUND TRAFFIC

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2027 Background Traffic - AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	23	70	41	23	203	39	600	27	642	1489	27
Future Volume (veh/h)	22	23	70	41	23	203	39	600	27	642	1489	27
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	25	26	79	46	26	24	44	674	30	721	1673	30
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	79	126	107	107	142	120	205	2195	982	617	2291	1025
Arrive On Green	0.02	0.07	0.07	0.03	0.08	0.08	0.06	1.00	1.00	0.06	0.65	0.65
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	25	26	79	46	26	24	44	674	30	721	1673	30
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	0.9	1.7	6.4	1.7	1.7	1.8	1.1	0.0	0.0	7.5	41.1	0.9
Cycle Q Clear(g_c), s	0.9	1.7	6.4	1.7	1.7	1.8	1.1	0.0	0.0	7.5	41.1	0.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	79	126	107	107	142	120	205	2195	982	617	2291	1025
V/C Ratio(X)	0.32	0.21	0.74	0.43	0.18	0.20	0.22	0.31	0.03	1.17	0.73	0.03
Avail Cap(c_a), veh/h	212	272	231	212	272	231	253	2195	982	617	2291	1025
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.98	0.98	0.98	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.5	57.3	59.5	61.8	56.3	56.3	14.0	0.0	0.0	21.0	15.3	8.2
Incr Delay (d2), s/veh	1.7	1.0	11.2	2.0	0.7	1.0	0.4	0.4	0.1	92.5	2.1	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.9	3.1	0.8	0.9	0.8	0.6	0.1	0.0	34.3	20.6	0.4
LnGrp Delay(d),s/veh	64.2	58.3	70.6	63.8	57.0	57.3	14.4	0.4	0.1	113.5	17.4	8.3
LnGrp LOS	E	E	E	E	E	E	B	A	A	F	B	A
Approach Vol, veh/h		130			96			748			2424	
Approach Delay, s/veh		66.9			60.4			1.2			45.9	
Approach LOS		E			E			A			D	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.5	92.7	11.1	14.8	15.0	89.1	10.0	15.9				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	7.5	66.5	8.0	19.0	7.5	66.5	8.0	19.0				
Max Q Clear Time (g_c+I1), s	3.1	43.1	3.7	8.4	9.5	2.0	2.9	3.8				
Green Ext Time (p_c), s	0.0	22.8	0.0	0.5	0.0	60.2	0.0	0.6				
Intersection Summary												
HCM 2010 Ctrl Delay			37.2									
HCM 2010 LOS			D									

HCM 2010 Signalized Intersection Summary
 2: Medical Center Pkwy & Willowoak Tr

Clari Park
 2027 Background Traffic - AM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↖↗	↗	↖↗	↑↑	↑↑	↗		
Traffic Volume (veh/h)	25	11	41	595	1558	30		
Future Volume (veh/h)	25	11	41	595	1558	30		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	29	13	48	692	1812	35		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	103	48	109	2984	2640	1181		
Arrive On Green	0.03	0.03	0.06	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	29	13	48	692	1812	35		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	1.1	1.0	1.7	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	1.1	1.0	1.7	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	103	48	109	2984	2640	1181		
V/C Ratio(X)	0.28	0.27	0.44	0.23	0.69	0.03		
Avail Cap(c_a), veh/h	344	158	304	2984	2640	1181		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.98	0.98	0.65	0.65		
Uniform Delay (d), s/veh	61.7	61.7	59.8	0.0	0.0	0.0		
Incr Delay (d2), s/veh	1.5	3.1	2.7	0.2	1.0	0.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.5	0.5	0.9	0.1	0.4	0.0		
LnGrp Delay(d),s/veh	63.1	64.7	62.5	0.2	1.0	0.0		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	42			740	1847			
Approach Delay, s/veh	63.6			4.2	1.0			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	12.6	106.5		10.9		119.1		
Change Period (Y+Rc), s	8.5	9.5		7.0		9.5		
Max Green Setting (Gmax), s	80.5			13.0		100.5		
Max Q Clear Time (g_c+I), s	2.0			3.1		2.0		
Green Ext Time (p_c), s	0.0	43.0		0.0		47.7		
Intersection Summary								
HCM 2010 Ctrl Delay			2.9					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary

3: Medical Center Pkwy & Honeylocust Ln

Clari Park
2027 Background Traffic - AM Peak Hour

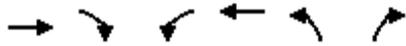


Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↖↗	↗	↖↗	↑↑	↑↑	↗		
Traffic Volume (veh/h)	12	6	42	612	1486	60		
Future Volume (veh/h)	12	6	42	612	1486	60		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	14	7	50	729	1769	71		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	70	32	111	3113	2768	1238		
Arrive On Green	0.02	0.02	0.03	0.88	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	14	7	50	729	1769	71		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	0.5	0.6	1.9	4.1	0.0	0.0		
Cycle Q Clear(g_c), s	0.5	0.6	1.9	4.1	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	70	32	111	3113	2768	1238		
V/C Ratio(X)	0.20	0.22	0.45	0.23	0.64	0.06		
Avail Cap(c_a), veh/h	344	158	304	3113	2768	1238		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33		
Upstream Filter(I)	1.00	1.00	0.98	0.98	0.71	0.71		
Uniform Delay (d), s/veh	62.6	62.6	61.8	1.2	0.0	0.0		
Incr Delay (d2), s/veh	1.4	3.3	2.8	0.2	0.8	0.1		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.3	0.3	0.9	2.0	0.3	0.0		
LnGrp Delay(d),s/veh	64.0	65.9	64.6	1.4	0.8	0.1		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	21			779	1840			
Approach Delay, s/veh	64.6			5.4	0.8			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	2.7	107.7		9.7		120.3		
Change Period (Y+Rc), s	8.5	6.0		7.0		6.0		
Max Green Setting (Gmax), s	5	84.0		13.0		104.0		
Max Q Clear Time (g_c+I), s	5	2.0		2.6		6.1		
Green Ext Time (p_c), s	0.0	43.9		0.0		47.5		
Intersection Summary								
HCM 2010 Ctrl Delay			2.7					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary

4: Maplegrove Dr & Medical Center Pkwy

Clari Park
2027 Background Traffic - AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1475	14	39	652	0	11		
Future Volume (veh/h)	1475	14	39	652	0	11		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1799	17	48	795	0	13		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2804	1255	109	3134	50	23		
Arrive On Green	0.79	0.79	0.06	1.00	0.00	0.01		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1799	17	48	795	0	13		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	27.9	0.3	1.7	0.0	0.0	1.1		
Cycle Q Clear(g_c), s	27.9	0.3	1.7	0.0	0.0	1.1		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2804	1255	109	3134	50	23		
V/C Ratio(X)	0.64	0.01	0.44	0.25	0.00	0.57		
Avail Cap(c_a), veh/h	2804	1255	318	3134	331	152		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00		
Upstream Filter(I)	0.76	0.76	0.96	0.96	0.00	1.00		
Uniform Delay (d), s/veh	5.7	2.8	59.8	0.0	0.0	63.7		
Incr Delay (d2), s/veh	0.9	0.0	2.7	0.2	0.0	20.4		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	13.6	0.1	0.9	0.1	0.0	0.6		
LnGrp Delay(d),s/veh	6.6	2.8	62.4	0.2	0.0	84.1		
LnGrp LOS	A	A	E	A		F		
Approach Vol, veh/h	1816			843	13			
Approach Delay, s/veh	6.5			3.7	84.1			
Approach LOS	A			A	F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	12.1	108.5		9.4		120.6		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	12.0	84.5		12.5		104.5		
Max Q Clear Time (g_c+I), s	13.7	29.9		3.1		2.0		
Green Ext Time (p_c), s	0.0	36.3		0.0		51.1		
Intersection Summary								
HCM 2010 Ctrl Delay			6.0					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
 5: Robert Rose Dr & Medical Center Pkwy

Clari Park
 2027 Background Traffic - AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	38	1295	154	39	521	14	116	16	37	58	26	60
Future Volume (veh/h)	38	1295	154	39	521	14	116	16	37	58	26	60
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	45	1542	183	46	620	17	138	19	44	69	31	71
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	541	2228	997	286	2215	991	189	137	116	121	115	97
Arrive On Green	0.06	1.00	1.00	0.03	0.63	0.63	0.05	0.07	0.07	0.04	0.06	0.06
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	45	1542	183	46	620	17	138	19	44	69	31	71
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	1.2	0.0	0.0	1.2	10.3	0.5	5.1	1.2	3.4	2.6	2.1	5.7
Cycle Q Clear(g_c), s	1.2	0.0	0.0	1.2	10.3	0.5	5.1	1.2	3.4	2.6	2.1	5.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	541	2228	997	286	2215	991	189	137	116	121	115	97
V/C Ratio(X)	0.08	0.69	0.18	0.16	0.28	0.02	0.73	0.14	0.38	0.57	0.27	0.73
Avail Cap(c_a), veh/h	581	2228	997	333	2215	991	225	201	171	199	201	171
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.76	0.76	0.76	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.0	0.0	0.0	7.9	11.0	9.2	60.5	56.4	57.4	61.7	58.2	59.9
Incr Delay (d2), s/veh	0.0	1.4	0.3	0.3	0.3	0.0	9.4	0.5	2.0	4.1	1.3	9.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.4	0.1	0.6	5.1	0.2	2.7	0.7	1.6	1.3	1.1	2.8
LnGrp Delay(d),s/veh	8.1	1.4	0.3	8.1	11.3	9.2	69.9	56.8	59.4	65.9	59.5	69.9
LnGrp LOS	A	A	A	A	B	A	E	E	E	E	E	E
Approach Vol, veh/h		1770			683			201			171	
Approach Delay, s/veh		1.4			11.1			66.4			66.4	
Approach LOS		A			B			E			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.6	90.8	12.1	15.5	12.0	90.4	13.6	14.0				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	7.5	71.0	7.5	14.0	7.0	71.0	8.5	14.0				
Max Q Clear Time (g_c+1), s	7.5	2.0	4.6	5.4	3.2	12.3	7.1	7.7				
Green Ext Time (p_c), s	0.0	32.6	0.0	0.3	0.0	30.4	0.0	0.3				
Intersection Summary												
HCM 2010 Ctrl Delay				12.3								
HCM 2010 LOS				B								

Intersection						
Int Delay, s/veh	11.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	33	4	262	30	11	568
Future Vol, veh/h	33	4	262	30	11	568
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	170	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	5	312	36	13	676

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	44	0	702 42
Stage 1	-	-	-	-	42 -
Stage 2	-	-	-	-	660 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1564	-	404 1029
Stage 1	-	-	-	-	980 -
Stage 2	-	-	-	-	514 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1564	-	322 1029
Mov Cap-2 Maneuver	-	-	-	-	322 -
Stage 1	-	-	-	-	980 -
Stage 2	-	-	-	-	409 -

Approach	EB	WB	NB
HCM Control Delay, s	0	7.1	14.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	322	1029	-	-	1564	-
HCM Lane V/C Ratio	0.041	0.657	-	-	0.199	-
HCM Control Delay (s)	16.7	14.9	-	-	7.9	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	5.1	-	-	0.7	-

Intersection

Int Delay, s/veh 1.3

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations		↶	↷		↶	
Traffic Vol, veh/h	21	581	251	15	26	38
Future Vol, veh/h	21	581	251	15	26	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	692	299	18	31	45

Major/Minor Major1 Major2 Minor2

Conflicting Flow All	317	0	-	0	1050	308
Stage 1	-	-	-	-	308	-
Stage 2	-	-	-	-	742	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1243	-	-	-	252	732
Stage 1	-	-	-	-	745	-
Stage 2	-	-	-	-	471	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1243	-	-	-	244	732
Mov Cap-2 Maneuver	-	-	-	-	244	-
Stage 1	-	-	-	-	720	-
Stage 2	-	-	-	-	471	-

Approach EB WB SB

HCM Control Delay, s	0.3	0	16
HCM LOS			C

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

Capacity (veh/h)	1243	-	-	-	404
HCM Lane V/C Ratio	0.02	-	-	-	0.189
HCM Control Delay (s)	8	0	-	-	16
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.7

Intersection

Int Delay, s/veh 1.9

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	588	23	22	224	38	55
Future Vol, veh/h	588	23	22	224	38	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	676	26	25	257	44	63

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	702	0	996	689
Stage 1	-	-	-	-	689	-
Stage 2	-	-	-	-	307	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	895	-	271	446
Stage 1	-	-	-	-	498	-
Stage 2	-	-	-	-	746	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	895	-	262	446
Mov Cap-2 Maneuver	-	-	-	-	262	-
Stage 1	-	-	-	-	498	-
Stage 2	-	-	-	-	721	-

Approach EB WB NB

HCM Control Delay, s	0	0.8	17.3
HCM LOS			C

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	262	446	-	-	895	-
HCM Lane V/C Ratio	0.167	0.142	-	-	0.028	-
HCM Control Delay (s)	21.5	14.4	-	-	9.1	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0.5	-	-	0.1	-

Intersection												
Int Delay, s/veh	7.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷			↕	
Traffic Vol, veh/h	0	0	0	22	0	7	0	2	48	0	4	0
Future Vol, veh/h	0	0	0	22	0	7	0	2	48	0	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	25	0	8	0	2	54	0	4	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	8	0	0	1	0	0	57	59	1	83	55	4
Stage 1	-	-	-	-	-	-	1	1	-	54	54	-
Stage 2	-	-	-	-	-	-	56	58	-	29	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1612	-	-	1622	-	-	940	832	1084	904	836	1080
Stage 1	-	-	-	-	-	-	1022	895	-	958	850	-
Stage 2	-	-	-	-	-	-	956	847	-	988	895	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1612	-	-	1622	-	-	925	820	1084	847	823	1080
Mov Cap-2 Maneuver	-	-	-	-	-	-	925	820	-	847	823	-
Stage 1	-	-	-	-	-	-	1022	895	-	958	837	-
Stage 2	-	-	-	-	-	-	936	834	-	936	895	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			5.5			8.6			9.4		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1070	1612	-	-	1622	-	-	823
HCM Lane V/C Ratio	-	0.053	-	-	-	0.015	-	-	0.005
HCM Control Delay (s)		0	8.6	0	-	7.3	-	-	9.4
HCM Lane LOS		A	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)		-	0.2	0	-	0	-	-	0

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2027 Background Traffic - PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	134	43	57	80	63	569	95	1708	69	374	1259	106
Future Volume (veh/h)	134	43	57	80	63	569	95	1708	69	374	1259	106
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	144	46	38	86	68	258	102	1837	46	402	1354	71
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	189	232	197	128	199	169	251	1988	890	229	2149	962
Arrive On Green	0.05	0.12	0.12	0.04	0.11	0.11	0.05	0.75	0.75	0.08	0.61	0.61
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	144	46	38	86	68	258	102	1837	46	402	1354	71
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	6.2	3.3	3.2	3.7	5.1	16.0	3.7	63.5	1.1	12.5	36.5	2.8
Cycle Q Clear(g_c), s	6.2	3.3	3.2	3.7	5.1	16.0	3.7	63.5	1.1	12.5	36.5	2.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	189	232	197	128	199	169	251	1988	890	229	2149	962
V/C Ratio(X)	0.76	0.20	0.19	0.67	0.34	1.53	0.41	0.92	0.05	1.76	0.63	0.07
Avail Cap(c_a), veh/h	229	232	197	184	199	169	320	1988	890	229	2149	962
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.69	0.69	0.69	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.9	59.0	58.9	71.3	62.1	67.0	16.6	16.3	8.5	46.6	18.7	12.1
Incr Delay (d2), s/veh	10.5	0.5	0.6	4.5	1.2	265.1	0.5	6.4	0.1	357.1	1.4	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.2	1.7	1.4	1.8	2.7	19.4	1.8	32.2	0.5	32.2	18.1	1.2
LnGrp Delay(d),s/veh	80.4	59.5	59.5	75.8	63.3	332.1	17.1	22.7	8.5	403.8	20.1	12.3
LnGrp LOS	F	E	E	E	E	F	B	C	A	F	C	B
Approach Vol, veh/h		228			412			1985			1827	
Approach Delay, s/veh		72.7			234.2			22.1			104.2	
Approach LOS		E			F			C			F	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.2	99.6	12.6	24.7	20.0	92.8	15.2	22.0				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	11.5	83.5	8.0	18.0	12.5	82.5	10.0	16.0				
Max Q Clear Time (g_c+I1), s	5.7	38.5	5.7	5.3	14.5	65.5	8.2	18.0				
Green Ext Time (p_c), s	0.1	44.7	0.0	1.7	0.0	16.9	0.1	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			78.0									
HCM 2010 LOS			E									

HCM 2010 Signalized Intersection Summary

2: Medical Center Pkwy & Willowoak Tr

Clari Park
2027 Background Traffic - PM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↶	↷	↶	↑↑	↑↑	↷		
Traffic Volume (veh/h)	205	102	161	1680	1172	209		
Future Volume (veh/h)	205	102	161	1680	1172	209		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	228	113	179	1867	1302	232		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	307	141	222	2834	2406	1076		
Arrive On Green	0.09	0.09	0.13	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	228	113	179	1867	1302	232		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	9.7	10.5	7.6	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	9.7	10.5	7.6	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	307	141	222	2834	2406	1076		
V/C Ratio(X)	0.74	0.80	0.81	0.66	0.54	0.22		
Avail Cap(c_a), veh/h	528	243	264	2834	2406	1076		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.73	0.73	0.74	0.74		
Uniform Delay (d), s/veh	66.6	67.0	64.4	0.0	0.0	0.0		
Incr Delay (d2), s/veh	3.6	10.0	10.9	0.9	0.7	0.3		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	4.8	5.0	3.9	0.4	0.2	0.1		
LnGrp Delay(d),s/veh	70.2	77.0	75.3	0.9	0.7	0.3		
LnGrp LOS	E	E	E	A	A	A		
Approach Vol, veh/h	341			2046	1534			
Approach Delay, s/veh	72.4			7.4	0.6			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	8.2	111.5		20.4		129.6		
Change Period (Y+Rc), s	8.5	9.5		7.0		9.5		
Max Green Setting (Gmax), s	5	90.5		23.0		110.5		
Max Q Clear Time (g_c+I), s	19.6	2.0		12.5		2.0		
Green Ext Time (p_c), s	0.1	67.5		0.9		78.2		
Intersection Summary								
HCM 2010 Ctrl Delay			10.4					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary

3: Medical Center Pkwy & Honeylocust Ln

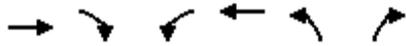
Clari Park
2027 Background Traffic - PM Peak Hour



Movement	EBL	EBR	NBL	NBT	SBT	SBR		
Lane Configurations	↖↗	↗	↖↗	↑↑	↑↑	↗		
Traffic Volume (veh/h)	139	183	226	1722	1175	101		
Future Volume (veh/h)	139	183	226	1722	1175	101		
Number	7	14	1	6	2	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	153	201	248	1892	1291	111		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	483	222	298	2736	2229	997		
Arrive On Green	0.14	0.14	0.17	1.00	1.00	1.00		
Sat Flow, veh/h	3442	1583	3442	3632	3632	1583		
Grp Volume(v), veh/h	153	201	248	1892	1291	111		
Grp Sat Flow(s),veh/h/ln	1721	1583	1721	1770	1770	1583		
Q Serve(g_s), s	6.0	18.8	10.4	0.0	0.0	0.0		
Cycle Q Clear(g_c), s	6.0	18.8	10.4	0.0	0.0	0.0		
Prop In Lane	1.00	1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	483	222	298	2736	2229	997		
V/C Ratio(X)	0.32	0.90	0.83	0.69	0.58	0.11		
Avail Cap(c_a), veh/h	528	243	493	2736	2229	997		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	2.00	2.00		
Upstream Filter(I)	1.00	1.00	0.71	0.71	0.81	0.81		
Uniform Delay (d), s/veh	58.0	63.5	61.0	0.0	0.0	0.0		
Incr Delay (d2), s/veh	0.4	32.1	4.4	1.0	0.9	0.2		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	2.9	10.2	5.1	0.4	0.3	0.1		
LnGrp Delay(d),s/veh	58.4	95.6	65.4	1.0	0.9	0.2		
LnGrp LOS	E	F	E	A	A	A		
Approach Vol, veh/h	354			2140	1402			
Approach Delay, s/veh	79.5			8.5	0.8			
Approach LOS	E			A	A			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	31.5	100.5		28.0		122.0		
Change Period (Y+Rc), s	8.5	6.0		7.0		6.0		
Max Green Setting (Gmax), s	21.5	84.0		23.0		114.0		
Max Q Clear Time (g_c+1/2), s	12.4	2.0		20.8		2.0		
Green Ext Time (p_c), s	0.5	62.7		0.3		78.4		
Intersection Summary								
HCM 2010 Ctrl Delay			12.2					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary
 4: Maplegrove Dr & Medical Center Pkwy

Clari Park
 2027 Background Traffic - PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1350	16	98	1896	33	139		
Future Volume (veh/h)	1350	16	98	1896	33	139		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1436	17	104	2017	35	148		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2511	1123	149	2853	369	170		
Arrive On Green	0.71	0.71	0.09	1.00	0.11	0.11		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1436	17	104	2017	35	148		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	29.8	0.5	4.4	0.0	1.4	13.8		
Cycle Q Clear(g_c), s	29.8	0.5	4.4	0.0	1.4	13.8		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2511	1123	149	2853	369	170		
V/C Ratio(X)	0.57	0.02	0.70	0.71	0.09	0.87		
Avail Cap(c_a), veh/h	2511	1123	390	2853	516	237		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00		
Upstream Filter(I)	0.81	0.81	0.41	0.41	1.00	1.00		
Uniform Delay (d), s/veh	10.7	6.4	67.5	0.0	60.4	65.9		
Incr Delay (d2), s/veh	0.8	0.0	2.4	0.6	0.1	21.4		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	4.6	0.2	2.1	0.2	0.7	7.1		
LnGrp Delay(d),s/veh	11.4	6.4	70.0	0.6	60.5	87.4		
LnGrp LOS	B	A	E	A	E	F		
Approach Vol, veh/h	1453			2121	183			
Approach Delay, s/veh	11.4			4.0	82.2			
Approach LOS	B			A	F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	4.5	111.9		23.6		126.4		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	7.0	89.5		22.5		114.5		
Max Q Clear Time (g_c+I), s	10.4	31.8		15.8		2.0		
Green Ext Time (p_c), s	0.2	50.2		0.3		86.9		
Intersection Summary								
HCM 2010 Ctrl Delay			10.7					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary
 5: Robert Rose Dr & Medical Center Pkwy

Clari Park
 2027 Background Traffic - PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	133	1081	299	80	1582	87	379	41	23	92	43	46
Future Volume (veh/h)	133	1081	299	80	1582	87	379	41	23	92	43	46
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	141	1150	318	85	1683	93	403	44	24	98	46	49
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	189	2146	960	317	2081	931	424	224	191	141	83	71
Arrive On Green	0.09	1.00	1.00	0.03	0.59	0.59	0.12	0.12	0.12	0.04	0.04	0.04
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	141	1150	318	85	1683	93	403	44	24	98	46	49
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	4.9	0.0	0.0	2.9	56.0	3.9	17.4	3.2	2.0	4.2	3.6	4.6
Cycle Q Clear(g_c), s	4.9	0.0	0.0	2.9	56.0	3.9	17.4	3.2	2.0	4.2	3.6	4.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	189	2146	960	317	2081	931	424	224	191	141	83	71
V/C Ratio(X)	0.75	0.54	0.33	0.27	0.81	0.10	0.95	0.20	0.13	0.70	0.55	0.69
Avail Cap(c_a), veh/h	283	2146	960	348	2081	931	424	236	201	172	112	95
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.81	0.81	0.81	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.4	0.0	0.0	11.4	24.3	13.5	65.3	59.4	58.9	71.0	70.2	70.6
Incr Delay (d2), s/veh	4.7	0.8	0.7	0.4	3.5	0.2	31.0	0.4	0.3	8.9	5.6	12.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.5	0.2	0.2	1.4	28.1	1.7	10.1	1.7	0.9	2.2	2.0	2.3
LnGrp Delay(d),s/veh	33.1	0.8	0.7	11.8	27.8	13.7	96.3	59.8	59.2	79.9	75.8	83.2
LnGrp LOS	C	A	A	B	C	B	F	E	E	E	E	F
Approach Vol, veh/h		1609			1861			471			193	
Approach Delay, s/veh		3.6			26.4			91.0			79.8	
Approach LOS		A			C			F			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.4	99.9	13.6	24.1	15.1	97.2	25.0	12.7				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	5	86.0	7.5	19.0	15.0	78.0	18.5	9.0				
Max Q Clear Time (g_c+1), s	5	2.0	6.2	5.2	6.9	58.0	19.4	6.6				
Green Ext Time (p_c), s	0.0	58.3	0.0	0.5	0.2	18.0	0.0	0.1				
Intersection Summary												
HCM 2010 Ctrl Delay				27.4								
HCM 2010 LOS				C								

Intersection

Int Delay, s/veh 9.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	36	15	648	39	12	343
Future Vol, veh/h	36	15	648	39	12	343
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	170	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	16	682	41	13	361

Major/Minor

	Major1	Major2	Minor1		
Conflicting Flow All	0	0	54	0	1451
Stage 1	-	-	-	-	46
Stage 2	-	-	-	-	1405
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1551	-	144
Stage 1	-	-	-	-	976
Stage 2	-	-	-	-	227
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1551	-	79
Mov Cap-2 Maneuver	-	-	-	-	79
Stage 1	-	-	-	-	976
Stage 2	-	-	-	-	125

Approach

	EB	WB	NB
HCM Control Delay, s	0	8.6	12
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	79	1023	-	-	1551	-
HCM Lane V/C Ratio	0.16	0.353	-	-	0.44	-
HCM Control Delay (s)	59.1	10.4	-	-	9.1	0
HCM Lane LOS	F	B	-	-	A	A
HCM 95th %tile Q(veh)	0.5	1.6	-	-	2.3	-

Intersection

Int Delay, s/veh 1.9

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations		↕	↔		↕	
Traffic Vol, veh/h	61	315	643	31	28	44
Future Vol, veh/h	61	315	643	31	28	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	65	335	684	33	30	47

Major/Minor Major1 Major2 Minor2

Conflicting Flow All	717	0	-	0	1166	701
Stage 1	-	-	-	-	701	-
Stage 2	-	-	-	-	465	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	884	-	-	-	214	439
Stage 1	-	-	-	-	492	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	884	-	-	-	195	439
Mov Cap-2 Maneuver	-	-	-	-	195	-
Stage 1	-	-	-	-	448	-
Stage 2	-	-	-	-	632	-

Approach EB WB SB

HCM Control Delay, s	1.5	0	21.4
HCM LOS			C

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

Capacity (veh/h)	884	-	-	-	295
HCM Lane V/C Ratio	0.073	-	-	-	0.26
HCM Control Delay (s)	9.4	0	-	-	21.4
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.2	-	-	-	1

Intersection

Int Delay, s/veh 1.3

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	267	76	44	641	28	37
Future Vol, veh/h	267	76	44	641	28	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	281	80	46	675	29	39

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	361	0	1088	321
Stage 1	-	-	-	-	321	-
Stage 2	-	-	-	-	767	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1198	-	239	720
Stage 1	-	-	-	-	735	-
Stage 2	-	-	-	-	458	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1198	-	224	720
Mov Cap-2 Maneuver	-	-	-	-	224	-
Stage 1	-	-	-	-	735	-
Stage 2	-	-	-	-	430	-

Approach EB WB NB

HCM Control Delay, s	0	0.5	16
HCM LOS			C

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	224	720	-	-	1198	-
HCM Lane V/C Ratio	0.132	0.054	-	-	0.039	-
HCM Control Delay (s)	23.5	10.3	-	-	8.1	0
HCM Lane LOS	C	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	0.2	-	-	0.1	-

Intersection												
Int Delay, s/veh	7.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷			↕	
Traffic Vol, veh/h	0	0	0	81	0	2	0	1	37	9	5	0
Future Vol, veh/h	0	0	0	81	0	2	0	1	37	9	5	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	100	0	2	0	1	46	11	6	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	2	0	0	1	0	0	205	203	1	226	202	1
Stage 1	-	-	-	-	-	-	1	1	-	201	201	-
Stage 2	-	-	-	-	-	-	204	202	-	25	1	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1620	-	-	1622	-	-	753	693	1084	729	694	1084
Stage 1	-	-	-	-	-	-	1022	895	-	801	735	-
Stage 2	-	-	-	-	-	-	798	734	-	993	895	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1620	-	-	1622	-	-	712	650	1084	664	651	1084
Mov Cap-2 Maneuver	-	-	-	-	-	-	712	650	-	664	651	-
Stage 1	-	-	-	-	-	-	1022	895	-	801	689	-
Stage 2	-	-	-	-	-	-	742	688	-	950	895	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			7.2			8.5			10.6		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1065	1620	-	-	1622	-	-	659
HCM Lane V/C Ratio	-	0.044	-	-	-	0.062	-	-	0.026
HCM Control Delay (s)	-	0	8.5	0	-	7.4	-	-	10.6
HCM Lane LOS	-	A	A	A	-	A	-	-	B
HCM 95th %tile Q(veh)	-	0.1	0	-	-	0.2	-	-	0.1

APPENDIX F

CAPACITY ANALYSIS WORKSHEETS TOTAL TRAFFIC

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2027 Total Traffic - AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	16	70	51	15	162	39	779	47	457	1841	27
Future Volume (veh/h)	22	16	70	51	15	162	39	779	47	457	1841	27
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	25	18	79	57	17	-22	44	875	53	513	2069	30
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	79	123	104	115	142	121	139	2194	982	455	2290	1024
Arrive On Green	0.02	0.07	0.07	0.03	0.08	0.00	0.03	0.62	0.62	0.06	0.65	0.65
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	25	18	79	57	17	-22	44	875	53	513	2069	30
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	0.9	1.2	6.4	2.1	1.1	0.0	1.2	16.2	1.7	7.5	64.6	0.9
Cycle Q Clear(g_c), s	0.9	1.2	6.4	2.1	1.1	0.0	1.2	16.2	1.7	7.5	64.6	0.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	79	123	104	115	142	121	139	2194	982	455	2290	1024
V/C Ratio(X)	0.32	0.15	0.76	0.49	0.12	-0.18	0.32	0.40	0.05	1.13	0.90	0.03
Avail Cap(c_a), veh/h	212	272	231	212	272	231	187	2194	982	455	2290	1024
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	0.93	0.93	0.93	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.5	57.3	59.7	61.7	56.0	0.0	26.7	12.5	9.7	25.0	19.5	8.3
Incr Delay (d2), s/veh	1.7	0.7	12.7	2.4	0.4	0.0	0.9	0.5	0.1	81.9	6.4	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.6	3.2	1.0	0.6	0.0	1.0	8.1	0.8	23.0	33.4	0.4
LnGrp Delay(d),s/veh	64.2	57.9	72.4	64.1	56.4	0.0	27.6	13.0	9.8	106.9	25.9	8.3
LnGrp LOS	E	E	E	E	E		C	B	A	F	C	A
Approach Vol, veh/h		122			52			972			2612	
Approach Delay, s/veh		68.6			88.8			13.5			41.6	
Approach LOS		E			F			B			D	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.5	92.6	11.4	14.5	15.0	89.1	10.0	15.9				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	7.5	66.5	8.0	19.0	7.5	66.5	8.0	19.0				
Max Q Clear Time (g_c+I1), s	3.2	66.6	4.1	8.4	9.5	18.2	2.9	3.1				
Green Ext Time (p_c), s	0.0	0.0	0.0	0.3	0.0	47.7	0.0	0.4				
Intersection Summary												
HCM 2010 Ctrl Delay			35.9									
HCM 2010 LOS			D									

HCM 2010 Signalized Intersection Summary
 2: Medical Center Pkwy & Willowak Tr/Willowak Trail

Clari Park
 2027 Total Traffic - AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	11	11	66	11	154	41	636	61	321	1595	33
Future Volume (veh/h)	29	11	11	66	11	154	41	636	61	321	1595	33
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	34	12	8	72	12	104	48	740	66	349	1855	38
Adj No. of Lanes	2	1	1	2	1	1	2	2	1	2	2	1
Peak Hour Factor	0.86	0.92	0.86	0.92	0.92	0.92	0.86	0.86	0.92	0.92	0.86	0.86
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	114	148	126	114	148	126	99	1997	893	379	2284	1022
Arrive On Green	0.03	0.08	0.08	0.03	0.08	0.08	0.06	1.00	1.00	0.11	0.65	0.65
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	34	12	8	72	12	104	48	740	66	349	1855	38
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	1.4	0.9	0.7	3.1	0.9	9.7	2.0	0.0	0.0	15.1	58.6	1.3
Cycle Q Clear(g_c), s	1.4	0.9	0.7	3.1	0.9	9.7	2.0	0.0	0.0	15.1	58.6	1.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	114	148	126	114	148	126	99	1997	893	379	2284	1022
V/C Ratio(X)	0.30	0.08	0.06	0.63	0.08	0.83	0.48	0.37	0.07	0.92	0.81	0.04
Avail Cap(c_a), veh/h	298	161	137	413	224	190	264	1997	893	379	2284	1022
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.97	0.97	0.97	0.39	0.39	0.39
Uniform Delay (d), s/veh	70.8	64.0	63.9	71.6	64.0	68.0	69.6	0.0	0.0	66.1	19.8	9.7
Incr Delay (d2), s/veh	1.4	0.2	0.2	5.7	0.2	16.5	3.5	0.5	0.2	13.9	1.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.5	0.3	1.6	0.5	4.8	1.0	0.1	0.0	7.9	28.8	0.6
LnGrp Delay(d),s/veh	72.2	64.2	64.1	77.3	64.2	84.5	73.1	0.5	0.2	80.0	21.2	9.7
LnGrp LOS	E	E	E	E	E	F	E	A	A	F	C	A
Approach Vol, veh/h		54			188			854			2242	
Approach Delay, s/veh		69.3			80.4			4.6			30.1	
Approach LOS		E			F			A			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.8	106.3	12.0	18.9	25.0	94.1	12.0	18.9				
Change Period (Y+Rc), s	8.5	9.5	7.0	7.0	8.5	9.5	7.0	7.0				
Max Green Setting (Gmax), s	11.5	75.5	18.0	13.0	16.5	70.5	13.0	18.0				
Max Q Clear Time (g_c+I1), s	4.0	60.6	5.1	2.9	17.1	2.0	3.4	11.7				
Green Ext Time (p_c), s	0.0	13.1	0.1	0.3	0.0	43.1	0.0	0.2				
Intersection Summary												
HCM 2010 Ctrl Delay			27.1									
HCM 2010 LOS			C									

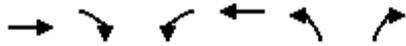
HCM 2010 Signalized Intersection Summary
 3: Medical Center Pkwy & Honeylocust Ln

Clari Park
 2027 Total Traffic - AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	4	6	28	3	48	42	662	33	59	1527	63
Future Volume (veh/h)	16	4	6	28	3	48	42	662	33	59	1527	63
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	19	4	4	30	3	32	50	788	36	64	1818	75
Adj No. of Lanes	2	1	1	2	1	1	2	2	1	2	2	1
Peak Hour Factor	0.84	0.92	0.84	0.92	0.92	0.92	0.84	0.84	0.92	0.92	0.84	0.84
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	104	72	61	82	60	51	100	2537	1135	107	2543	1138
Arrive On Green	0.03	0.04	0.04	0.02	0.03	0.03	0.03	0.72	0.72	0.06	1.00	1.00
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	19	4	4	30	3	32	50	788	36	64	1818	75
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	0.8	0.3	0.4	1.3	0.2	3.0	2.1	12.2	1.0	2.7	0.0	0.0
Cycle Q Clear(g_c), s	0.8	0.3	0.4	1.3	0.2	3.0	2.1	12.2	1.0	2.7	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	104	72	61	82	60	51	100	2537	1135	107	2543	1138
V/C Ratio(X)	0.18	0.06	0.07	0.37	0.05	0.63	0.50	0.31	0.03	0.60	0.71	0.07
Avail Cap(c_a), veh/h	298	161	137	298	161	137	264	2537	1135	264	2543	1138
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.97	0.97	0.97	0.57	0.57	0.57
Uniform Delay (d), s/veh	70.9	69.5	69.5	72.1	70.4	71.7	71.7	7.7	6.2	69.4	0.0	0.0
Incr Delay (d2), s/veh	0.8	0.3	0.4	2.7	0.3	12.3	3.7	0.3	0.1	3.0	1.0	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.2	0.2	0.6	0.1	1.5	1.1	6.0	0.4	1.3	0.4	0.0
LnGrp Delay(d),s/veh	71.8	69.8	70.0	74.8	70.7	84.0	75.4	8.1	6.2	72.5	1.0	0.1
LnGrp LOS	E	E	E	E	E	F	E	A	A	E	A	A
Approach Vol, veh/h		27			65			874			1957	
Approach Delay, s/veh		71.2			79.2			11.8			3.3	
Approach LOS		E			E			B			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.9	113.8	10.6	12.8	13.2	113.5	11.5	11.8				
Change Period (Y+Rc), s	8.5	6.0	7.0	7.0	8.5	6.0	7.0	7.0				
Max Green Setting (Gmax), s	11.5	84.0	13.0	13.0	11.5	84.0	13.0	13.0				
Max Q Clear Time (g_c+I1), s	4.1	2.0	3.3	2.4	4.7	14.2	2.8	5.0				
Green Ext Time (p_c), s	0.0	47.9	0.0	0.1	0.1	43.7	0.0	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			8.2									
HCM 2010 LOS			A									

HCM 2010 Signalized Intersection Summary
 4: Maplegrove Dr & Medical Center Pkwy

Clari Park
 2027 Total Traffic - AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1540	17	39	731	4	11		
Future Volume (veh/h)	1540	17	39	731	4	11		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1878	21	48	891	5	13		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2790	1248	109	3120	63	29		
Arrive On Green	0.79	0.79	0.06	1.00	0.02	0.02		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1878	21	48	891	5	13		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	31.1	0.4	1.7	0.0	0.2	1.1		
Cycle Q Clear(g_c), s	31.1	0.4	1.7	0.0	0.2	1.1		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2790	1248	109	3120	63	29		
V/C Ratio(X)	0.67	0.02	0.44	0.29	0.08	0.45		
Avail Cap(c_a), veh/h	2790	1248	318	3120	331	152		
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00		
Upstream Filter(I)	0.68	0.68	0.93	0.93	1.00	1.00		
Uniform Delay (d), s/veh	6.2	2.9	59.8	0.0	62.7	63.2		
Incr Delay (d2), s/veh	0.9	0.0	2.6	0.2	0.5	10.4		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	15.2	0.2	0.9	0.1	0.1	0.5		
LnGrp Delay(d),s/veh	7.1	3.0	62.4	0.2	63.3	73.5		
LnGrp LOS	A	A	E	A	E	E		
Approach Vol, veh/h	1899			939	18			
Approach Delay, s/veh	7.1			3.4	70.7			
Approach LOS	A			A	E			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	12.1	108.0		9.9		120.1		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	12.0	84.5		12.5		104.5		
Max Q Clear Time (g_c+1), s	13.7	33.1		3.1		2.0		
Green Ext Time (p_c), s	0.0	37.7		0.0		58.3		
Intersection Summary								
HCM 2010 Ctrl Delay			6.2					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary
 5: Robert Rose Dr & Medical Center Pkwy

Clari Park
 2027 Total Traffic - AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	38	1347	168	39	584	77	133	41	37	110	47	60
Future Volume (veh/h)	38	1347	168	39	584	77	133	41	37	110	47	60
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	45	1604	200	46	695	92	158	49	44	131	56	71
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	470	2203	986	271	2190	980	209	117	100	181	117	99
Arrive On Green	0.06	1.00	1.00	0.03	0.62	0.62	0.06	0.06	0.06	0.05	0.06	0.06
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	45	1604	200	46	695	92	158	49	44	131	56	71
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	1.2	0.0	0.0	1.2	12.1	3.1	5.9	3.3	3.5	4.9	3.8	5.7
Cycle Q Clear(g_c), s	1.2	0.0	0.0	1.2	12.1	3.1	5.9	3.3	3.5	4.9	3.8	5.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	470	2203	986	271	2190	980	209	117	100	181	117	99
V/C Ratio(X)	0.10	0.73	0.20	0.17	0.32	0.09	0.76	0.42	0.44	0.72	0.48	0.72
Avail Cap(c_a), veh/h	511	2203	986	318	2190	980	225	201	171	199	201	171
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.5	0.0	0.0	8.2	11.7	10.0	60.1	58.6	58.7	60.7	58.9	59.8
Incr Delay (d2), s/veh	0.1	1.6	0.3	0.3	0.4	0.2	12.9	2.4	3.0	11.2	3.0	9.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.5	0.1	0.6	6.0	1.4	3.2	1.8	1.6	2.6	2.0	2.8
LnGrp Delay(d),s/veh	8.6	1.6	0.3	8.5	12.1	10.2	73.0	61.0	61.7	71.8	61.9	69.0
LnGrp LOS	A	A	A	A	B	B	E	E	E	E	E	E
Approach Vol, veh/h		1849			833			251			258	
Approach Delay, s/veh		1.6			11.7			68.7			68.9	
Approach LOS		A			B			E			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.6	89.9	14.3	14.2	12.0	89.5	14.4	14.2				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	7.5	71.0	7.5	14.0	7.0	71.0	8.5	14.0				
Max Q Clear Time (g_c+1), s	7.5	2.0	6.9	5.5	3.2	14.1	7.9	7.7				
Green Ext Time (p_c), s	0.0	37.3	0.0	0.5	0.0	33.7	0.0	0.4				
Intersection Summary												
HCM 2010 Ctrl Delay				15.0								
HCM 2010 LOS				B								

Intersection

Int Delay, s/veh 8.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	33	4	186	30	11	349
Future Vol, veh/h	33	4	186	30	11	349
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	5	221	36	13	415

Major/Minor

	Major1	Major2	Minor1		
Conflicting Flow All	0	0	44	0	520 42
Stage 1	-	-	-	-	42 -
Stage 2	-	-	-	-	478 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1564	-	516 1029
Stage 1	-	-	-	-	980 -
Stage 2	-	-	-	-	624 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1564	-	442 1029
Mov Cap-2 Maneuver	-	-	-	-	442 -
Stage 1	-	-	-	-	980 -
Stage 2	-	-	-	-	534 -

Approach

	EB	WB	NB
HCM Control Delay, s	0	6.6	10.9
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	442	1029	-	-	1564	-
HCM Lane V/C Ratio	0.03	0.404	-	-	0.142	-
HCM Control Delay (s)	13.4	10.8	-	-	7.7	0
HCM Lane LOS	B	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	2	-	-	0.5	-

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	21	354	8	4	168	15	7	0	3	26	0	38
Future Vol, veh/h	21	354	8	4	168	15	7	0	3	26	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	92	92	84	84	92	92	92	84	92	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	421	9	4	200	18	8	0	3	31	0	45

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	218	0	0	430	0	0	716	702	426	694	697	209
Stage 1	-	-	-	-	-	-	476	476	-	217	217	-
Stage 2	-	-	-	-	-	-	240	226	-	477	480	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1352	-	-	1129	-	-	345	362	628	357	365	831
Stage 1	-	-	-	-	-	-	570	557	-	785	723	-
Stage 2	-	-	-	-	-	-	763	717	-	569	554	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1352	-	-	1129	-	-	319	352	628	348	355	831
Mov Cap-2 Maneuver	-	-	-	-	-	-	319	352	-	348	355	-
Stage 1	-	-	-	-	-	-	556	544	-	766	720	-
Stage 2	-	-	-	-	-	-	719	714	-	552	541	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.4			0.2			14.9			12.9		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	374	1352	-	-	1129	-	-	531
HCM Lane V/C Ratio	0.029	0.018	-	-	0.004	-	-	0.143
HCM Control Delay (s)	14.9	7.7	0	-	8.2	0	-	12.9
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.5

Intersection

Int Delay, s/veh 7.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	378	8	137	172	12	316
Future Vol, veh/h	378	8	137	172	12	316
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	434	9	157	198	14	363

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	443
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1117
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1117
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.9	18.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	242	618	-	-	1117	-
HCM Lane V/C Ratio	0.057	0.588	-	-	0.141	-
HCM Control Delay (s)	20.8	18.8	-	-	8.8	0
HCM Lane LOS	C	C	-	-	A	A
HCM 95th %tile Q(veh)	0.2	3.8	-	-	0.5	-

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗			↕	
Traffic Vol, veh/h	0	259	68	21	119	7	84	2	41	0	4	0
Future Vol, veh/h	0	259	68	21	119	7	84	2	41	0	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	291	76	24	134	8	94	2	46	0	4	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	142	0	0	367	0	0	517	519	329	539	553	138
Stage 1	-	-	-	-	-	-	329	329	-	186	186	-
Stage 2	-	-	-	-	-	-	188	190	-	353	367	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1441	-	-	1192	-	-	469	461	712	453	441	910
Stage 1	-	-	-	-	-	-	684	646	-	816	746	-
Stage 2	-	-	-	-	-	-	814	743	-	664	622	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1441	-	-	1192	-	-	458	452	712	415	432	910
Mov Cap-2 Maneuver	-	-	-	-	-	-	458	452	-	415	432	-
Stage 1	-	-	-	-	-	-	684	646	-	816	731	-
Stage 2	-	-	-	-	-	-	793	728	-	619	622	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			1.2			13.4			13.4		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	458	693	1441	-	-	1192	-	-	432
HCM Lane V/C Ratio	0.206	0.07	-	-	-	0.02	-	-	0.01
HCM Control Delay (s)	14.9	10.6	0	-	-	8.1	-	-	13.4
HCM Lane LOS	B	B	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.8	0.2	0	-	-	0.1	-	-	0

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	3	4	121	90	4
Future Vol, veh/h	3	3	4	121	90	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	3	4	132	98	4

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	240	100	102	0	0
Stage 1	100	-	-	-	-
Stage 2	140	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	748	956	1490	-	-
Stage 1	924	-	-	-	-
Stage 2	887	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	746	956	1490	-	-
Mov Cap-2 Maneuver	752	-	-	-	-
Stage 1	921	-	-	-	-
Stage 2	887	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.3	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1490	-	842	-	-
HCM Lane V/C Ratio	0.003	-	0.008	-	-
HCM Control Delay (s)	7.4	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	0	3	20	0	7	4	117	5	1	131	4
Future Vol, veh/h	3	0	3	20	0	7	4	117	5	1	131	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	3	22	0	8	4	127	5	1	142	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	288	286	144	286	286	130	146	0	0	132	0	0
Stage 1	146	146	-	138	138	-	-	-	-	-	-	-
Stage 2	142	140	-	148	148	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	664	623	903	666	623	920	1436	-	-	1453	-	-
Stage 1	857	776	-	865	782	-	-	-	-	-	-	-
Stage 2	861	781	-	855	775	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	657	621	903	662	621	920	1436	-	-	1453	-	-
Mov Cap-2 Maneuver	657	621	-	662	621	-	-	-	-	-	-	-
Stage 1	854	775	-	862	780	-	-	-	-	-	-	-
Stage 2	852	779	-	851	774	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.8		10.3		0.2		0.1	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1436	-	-	761	714	1453	-
HCM Lane V/C Ratio	0.003	-	-	0.009	0.041	0.001	-
HCM Control Delay (s)	7.5	-	-	9.8	10.3	7.5	-
HCM Lane LOS	A	-	-	A	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-

HCM 2010 TWSC
 12: Robert Rose Dr & Clari Park Access #9/Sculling St

Clari Park
 2027 Total Traffic - AM Peak Hour

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	0	10	31	0	10	13	112	4	2	147	4
Future Vol, veh/h	3	0	10	31	0	10	13	112	4	2	147	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	11	34	0	11	14	122	4	2	160	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	324	320	162	324	320	124	164	0	0	126	0	0
Stage 1	166	166	-	152	152	-	-	-	-	-	-	-
Stage 2	158	154	-	172	168	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	629	597	883	629	597	927	1414	-	-	1460	-	-
Stage 1	836	761	-	850	772	-	-	-	-	-	-	-
Stage 2	844	770	-	830	759	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	616	590	883	616	590	927	1414	-	-	1460	-	-
Mov Cap-2 Maneuver	616	590	-	616	590	-	-	-	-	-	-	-
Stage 1	828	760	-	842	764	-	-	-	-	-	-	-
Stage 2	826	762	-	819	758	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.6		10.7		0.8		0.1	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1414	-	-	803	671	1460	-
HCM Lane V/C Ratio	0.01	-	-	0.018	0.066	0.001	-
HCM Control Delay (s)	7.6	-	-	9.6	10.7	7.5	-
HCM Lane LOS	A	-	-	A	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-

Intersection						
Int Delay, s/veh	1.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	45	7	353	54	8	182
Future Vol, veh/h	45	7	353	54	8	182
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	49	8	384	59	9	198

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	630	414	0	0	443
Stage 1	414	-	-	-	-
Stage 2	216	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	446	638	-	-	1117
Stage 1	667	-	-	-	-
Stage 2	820	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	442	638	-	-	1117
Mov Cap-2 Maneuver	531	-	-	-	-
Stage 1	667	-	-	-	-
Stage 2	813	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	0.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	531	638	1117
HCM Lane V/C Ratio	-	-	0.092	0.012	0.008
HCM Control Delay (s)	-	-	12.5	10.7	8.2
HCM Lane LOS	-	-	B	B	A
HCM 95th %tile Q(veh)	-	-	0.3	0	0

Intersection

Int Delay, s/veh 4.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↙	↑	↗	↙	↗			↖	↗		↕	
Traffic Vol, veh/h	4	242	96	96	98	8	79	0	79	7	0	3
Future Vol, veh/h	4	242	96	96	98	8	79	0	79	7	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	75	-	0	100	-	-	-	-	100	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	263	104	104	107	9	86	0	86	8	0	3

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	116	0	0	367
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	4.12	-	-	4.12
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	2.218	-	-	2.218
Pot Cap-1 Maneuver	1473	-	-	1192
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	1473	-	-	1192
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	3.9	13.6	14.8
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	388	776	1473	-	-	1192	-	-	377
HCM Lane V/C Ratio	0.221	0.111	0.003	-	-	0.088	-	-	0.029
HCM Control Delay (s)	16.9	10.2	7.5	-	-	8.3	-	-	14.8
HCM Lane LOS	C	B	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.8	0.4	0	-	-	0.3	-	-	0.1

Intersection HCM does not provide for analysis of a partial multi-way stop. The TIS recommendation for this intersection is that the WB approach also be stop-controlled.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Int Delay, s/veh	3.7											
Lane Configurations	↖	↗			↕			↕			↕	
Traffic Vol, veh/h	29	38	29	0	31	0	24	0	0	0	0	24
Future Vol, veh/h	29	38	29	0	31	0	24	0	0	0	0	24
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	41	32	0	34	0	26	0	0	0	0	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	34	0	0	73	0	0	168	155	57	155	171	34
Stage 1	-	-	-	-	-	-	121	121	-	34	34	-
Stage 2	-	-	-	-	-	-	47	34	-	121	137	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1578	-	-	1527	-	-	796	737	1009	812	722	1039
Stage 1	-	-	-	-	-	-	883	796	-	982	867	-
Stage 2	-	-	-	-	-	-	967	867	-	883	783	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1578	-	-	1527	-	-	764	722	1009	800	708	1039
Mov Cap-2 Maneuver	-	-	-	-	-	-	764	722	-	800	708	-
Stage 1	-	-	-	-	-	-	865	780	-	962	867	-
Stage 2	-	-	-	-	-	-	943	867	-	865	767	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.2	0	9.9	8.6
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	764	1578	-	-	1527	-	-	1039
HCM Lane V/C Ratio	0.034	0.02	-	-	-	-	-	0.025
HCM Control Delay (s)	9.9	7.3	-	-	0	-	-	8.6
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	324	4	4	199	3	3
Future Vol, veh/h	324	4	4	199	3	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	75	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	352	4	4	216	3	3

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	356	0	578 354
Stage 1	-	-	-	-	354 -
Stage 2	-	-	-	-	224 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1203	-	478 690
Stage 1	-	-	-	-	710 -
Stage 2	-	-	-	-	813 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1203	-	477 690
Mov Cap-2 Maneuver	-	-	-	-	561 -
Stage 1	-	-	-	-	710 -
Stage 2	-	-	-	-	811 -

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	10.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	619	-	-	1203	-
HCM Lane V/C Ratio	0.011	-	-	0.004	-
HCM Control Delay (s)	10.9	-	-	8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection

Int Delay, s/veh 8.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	33	4	186	30	11	349
Future Vol, veh/h	33	4	186	30	11	349
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	5	221	36	13	415

Major/Minor

	Major1	Major2	Minor1		
Conflicting Flow All	0	0	44	0	520
Stage 1	-	-	-	-	42
Stage 2	-	-	-	-	478
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1564	-	516
Stage 1	-	-	-	-	980
Stage 2	-	-	-	-	624
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1564	-	443
Mov Cap-2 Maneuver	-	-	-	-	477
Stage 1	-	-	-	-	980
Stage 2	-	-	-	-	536

Approach

	EB	WB	NB
HCM Control Delay, s	0	6.6	10.9
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	477	1029	-	-	1564	-
HCM Lane V/C Ratio	0.027	0.404	-	-	0.142	-
HCM Control Delay (s)	12.8	10.8	-	-	7.7	-
HCM Lane LOS	B	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	2	-	-	0.5	-

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕			↕	
Traffic Vol, veh/h	21	354	8	4	168	15	7	0	3	26	0	38
Future Vol, veh/h	21	354	8	4	168	15	7	0	3	26	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	92	92	84	84	92	92	92	84	92	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	421	9	4	200	18	8	0	3	31	0	45

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	218	0	0	430	0	0	716	702	426	694	697	209
Stage 1	-	-	-	-	-	-	476	476	-	217	217	-
Stage 2	-	-	-	-	-	-	240	226	-	477	480	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1352	-	-	1129	-	-	345	362	628	357	365	831
Stage 1	-	-	-	-	-	-	570	557	-	785	723	-
Stage 2	-	-	-	-	-	-	763	717	-	569	554	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1352	-	-	1129	-	-	321	354	628	349	357	831
Mov Cap-2 Maneuver	-	-	-	-	-	-	321	354	-	349	357	-
Stage 1	-	-	-	-	-	-	560	547	-	771	720	-
Stage 2	-	-	-	-	-	-	719	714	-	556	544	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.4			0.2			14.9			12.9		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	376	1352	-	-	1129	-	-	532
HCM Lane V/C Ratio	0.029	0.018	-	-	0.004	-	-	0.143
HCM Control Delay (s)	14.9	7.7	-	-	8.2	-	-	12.9
HCM Lane LOS	B	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.5

Intersection

Int Delay, s/veh 7.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔	↑	↔	↔
Traffic Vol, veh/h	378	8	137	172	12	316
Future Vol, veh/h	378	8	137	172	12	316
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	100	0
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	434	9	157	198	14	363

Major/Minor

	Major1	Major2	Minor1
Conflicting Flow All	0	0	443
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1117
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1117
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach

	EB	WB	NB
HCM Control Delay, s	0	3.9	18.7
HCM LOS			C

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	373	618	-	-	1117	-
HCM Lane V/C Ratio	0.037	0.588	-	-	0.141	-
HCM Control Delay (s)	15	18.8	-	-	8.8	-
HCM Lane LOS	C	C	-	-	A	-
HCM 95th %tile Q(veh)	0.1	3.8	-	-	0.5	-

HCM 2010 Signalized Intersection Summary
 1: Medical Center Pkwy & Greshampark Dr

Clari Park
 2027 Total Traffic - PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	 			 				 			 	
Traffic Volume (veh/h)	134	29	57	94	43	437	95	2055	88	303	1561	106
Future Volume (veh/h)	134	29	57	94	43	437	95	2055	88	303	1561	106
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	144	31	38	101	46	170	102	2210	59	326	1678	71
Adj No. of Lanes	2	1	1	2	1	1	1	2	1	1	2	1
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	189	223	189	144	199	169	185	1988	890	257	2148	961
Arrive On Green	0.05	0.12	0.12	0.04	0.11	0.11	0.08	1.00	1.00	0.08	0.61	0.61
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	1774	3539	1583	1774	3539	1583
Grp Volume(v), veh/h	144	31	38	101	46	170	102	2210	59	326	1678	71
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1774	1770	1583	1774	1770	1583
Q Serve(g_s), s	6.2	2.2	3.2	4.3	3.4	16.0	3.7	84.3	0.0	12.5	53.2	2.8
Cycle Q Clear(g_c), s	6.2	2.2	3.2	4.3	3.4	16.0	3.7	84.3	0.0	12.5	53.2	2.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	189	223	189	144	199	169	185	1988	890	257	2148	961
V/C Ratio(X)	0.76	0.14	0.20	0.70	0.23	1.01	0.55	1.11	0.07	1.27	0.78	0.07
Avail Cap(c_a), veh/h	229	224	190	184	199	169	253	1988	890	257	2148	961
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.09	0.09	0.09	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.9	59.1	59.6	70.9	61.4	67.0	23.0	0.0	0.0	37.2	22.0	12.1
Incr Delay (d2), s/veh	10.5	0.3	0.6	6.8	0.7	71.0	0.2	50.9	0.0	146.9	2.9	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.2	1.2	1.5	2.2	1.8	10.3	1.9	14.1	0.0	21.2	26.7	1.2
LnGrp Delay(d),s/veh	80.4	59.5	60.2	77.8	62.1	138.0	23.1	50.9	0.0	184.2	24.9	12.3
LnGrp LOS	F	E	E	E	E	F	C	F	A	F	C	B
Approach Vol, veh/h		213			317			2371			2075	
Approach Delay, s/veh		73.7			107.8			48.5			49.5	
Approach LOS		E			F			D			D	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.2	99.5	13.3	23.9	20.0	92.8	15.2	22.0				
Change Period (Y+Rc), s	7.5	8.5	7.0	6.0	7.5	8.5	7.0	6.0				
Max Green Setting (Gmax), s	11.5	83.5	8.0	18.0	12.5	82.5	10.0	16.0				
Max Q Clear Time (g_c+I1), s	5.7	55.2	6.3	5.2	14.5	86.3	8.2	18.0				
Green Ext Time (p_c), s	0.1	28.3	0.0	1.1	0.0	0.0	0.1	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			53.8									
HCM 2010 LOS			D									

HCM 2010 Signalized Intersection Summary
 2: Medical Center Pkwy & Willowoak Tr/Willowoak Trail

Clari Park
 2027 Total Traffic - PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	211	20	102	96	25	299	161	1742	88	255	1227	214
Future Volume (veh/h)	211	20	102	96	25	299	161	1742	88	255	1227	214
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	234	22	70	107	28	206	179	1936	98	283	1363	238
Adj No. of Lanes	2	1	1	2	1	1	2	2	1	2	2	1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	184	240	204	153	224	190	224	1899	850	264	1940	868
Arrive On Green	0.05	0.13	0.13	0.04	0.12	0.12	0.07	0.54	0.54	0.15	1.00	1.00
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	234	22	70	107	28	206	179	1936	98	283	1363	238
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	8.0	1.6	6.0	4.6	2.0	18.0	7.7	80.5	4.6	11.5	0.0	0.0
Cycle Q Clear(g_c), s	8.0	1.6	6.0	4.6	2.0	18.0	7.7	80.5	4.6	11.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	184	240	204	153	224	190	224	1899	850	264	1940	868
V/C Ratio(X)	1.27	0.09	0.34	0.70	0.13	1.08	0.80	1.02	0.12	1.07	0.70	0.27
Avail Cap(c_a), veh/h	184	240	204	298	224	190	264	1899	850	264	1940	868
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.43	0.43	0.43	0.52	0.52	0.52
Uniform Delay (d), s/veh	71.0	57.6	59.5	70.7	59.0	66.0	69.1	34.8	17.2	63.5	0.0	0.0
Incr Delay (d2), s/veh	159.0	0.2	1.0	5.7	0.2	89.5	6.4	18.7	0.1	60.9	1.1	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.9	0.8	2.7	2.3	1.0	12.6	3.9	44.0	2.0	7.7	0.3	0.1
LnGrp Delay(d),s/veh	230.0	57.7	60.5	76.4	59.2	155.5	75.5	53.5	17.3	124.4	1.1	0.4
LnGrp LOS	F	E	E	E	E	F	E	F	B	F	A	A
Approach Vol, veh/h		326			341			2213			1884	
Approach Delay, s/veh		182.0			122.8			53.7			19.6	
Approach LOS		F			F			D			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.3	91.7	13.7	26.3	20.0	90.0	15.0	25.0				
Change Period (Y+Rc), s	8.5	9.5	7.0	7.0	8.5	9.5	7.0	7.0				
Max Green Setting (Gmax), s	11.5	80.5	13.0	13.0	11.5	80.5	8.0	18.0				
Max Q Clear Time (g_c+I1), s	9.7	2.0	6.6	8.0	13.5	82.5	10.0	20.0				
Green Ext Time (p_c), s	0.1	65.1	0.1	0.5	0.0	0.0	0.0	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			53.9									
HCM 2010 LOS			D									

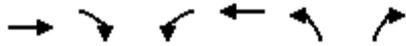
HCM 2010 Signalized Intersection Summary
 3: Medical Center Pkwy & Honeylocust Ln

Clari Park
 2027 Total Traffic - PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	145	6	183	43	5	75	226	1791	46	81	1239	106
Future Volume (veh/h)	145	6	183	43	5	75	226	1791	46	81	1239	106
Number	7	4	14	3	8	18	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	159	7	201	47	5	82	248	1968	51	89	1362	116
Adj No. of Lanes	2	1	1	2	1	1	2	2	1	2	2	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	181	250	212	98	205	174	297	2165	969	131	1995	892
Arrive On Green	0.05	0.13	0.13	0.03	0.11	0.11	0.09	0.61	0.61	0.04	0.56	0.56
Sat Flow, veh/h	3442	1863	1583	3442	1863	1583	3442	3539	1583	3442	3539	1583
Grp Volume(v), veh/h	159	7	201	47	5	82	248	1968	51	89	1362	116
Grp Sat Flow(s),veh/h/ln	1721	1863	1583	1721	1863	1583	1721	1770	1583	1721	1770	1583
Q Serve(g_s), s	7.0	0.5	19.1	2.0	0.4	7.4	10.8	73.9	2.0	3.9	41.5	5.2
Cycle Q Clear(g_c), s	7.0	0.5	19.1	2.0	0.4	7.4	10.8	73.9	2.0	3.9	41.5	5.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	181	250	213	98	205	174	297	2165	969	131	1995	892
V/C Ratio(X)	0.88	0.03	0.95	0.48	0.02	0.47	0.84	0.91	0.05	0.68	0.68	0.13
Avail Cap(c_a), veh/h	181	250	213	113	221	187	389	2165	969	192	1995	892
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.66	0.66	0.66	0.73	0.73	0.73
Uniform Delay (d), s/veh	71.5	57.2	65.3	72.7	60.4	63.5	68.4	25.8	11.8	72.2	23.5	15.6
Incr Delay (d2), s/veh	35.2	0.0	46.5	3.6	0.0	2.0	7.9	4.9	0.1	4.5	1.4	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	0.3	11.1	1.0	0.2	3.3	5.5	37.3	0.9	1.9	20.6	2.4
LnGrp Delay(d),s/veh	106.7	57.2	111.8	76.4	60.4	65.5	76.3	30.7	11.9	76.6	24.9	15.8
LnGrp LOS	F	E	F	E	E	E	E	C	B	E	C	B
Approach Vol, veh/h		367			134			2267			1567	
Approach Delay, s/veh		108.5			69.1			35.2			27.2	
Approach LOS		F			E			D			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.6	91.7	11.3	27.4	14.3	99.0	15.0	23.7				
Change Period (Y+Rc), s	8.5	6.0	7.0	7.0	8.5	6.0	7.0	7.0				
Max Green Setting (Gmax), s	17.2	80.8	5.0	20.4	8.5	89.5	8.0	18.0				
Max Q Clear Time (g_c+I1), s	12.8	43.5	4.0	21.1	5.9	75.9	9.0	9.4				
Green Ext Time (p_c), s	0.3	33.7	0.0	0.0	0.0	13.0	0.0	0.7				
Intersection Summary												
HCM 2010 Ctrl Delay			39.6									
HCM 2010 LOS			D									

HCM 2010 Signalized Intersection Summary
 4: Maplegrove Dr & Medical Center Pkwy

Clari Park
 2027 Total Traffic - PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑↑	↑↑	↑↑	↑		
Traffic Volume (veh/h)	1452	21	98	2006	39	139		
Future Volume (veh/h)	1452	21	98	2006	39	139		
Number	2	12	1	6	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1545	22	104	2134	41	148		
Adj No. of Lanes	2	1	2	2	2	1		
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2515	1125	149	2857	365	168		
Arrive On Green	0.71	0.71	0.01	0.27	0.11	0.11		
Sat Flow, veh/h	3632	1583	3442	3632	3442	1583		
Grp Volume(v), veh/h	1545	22	104	2134	41	148		
Grp Sat Flow(s),veh/h/ln	1770	1583	1721	1770	1721	1583		
Q Serve(g_s), s	33.6	0.6	4.5	82.8	1.6	13.8		
Cycle Q Clear(g_c), s	33.6	0.6	4.5	82.8	1.6	13.8		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2515	1125	149	2857	365	168		
V/C Ratio(X)	0.61	0.02	0.70	0.75	0.11	0.88		
Avail Cap(c_a), veh/h	2515	1125	206	2857	402	185		
HCM Platoon Ratio	1.00	1.00	0.33	0.33	1.00	1.00		
Upstream Filter(I)	0.74	0.74	0.33	0.33	1.00	1.00		
Uniform Delay (d), s/veh	11.1	6.4	73.0	41.0	60.7	66.1		
Incr Delay (d2), s/veh	0.8	0.0	2.0	0.6	0.1	33.6		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	16.6	0.3	2.2	41.0	0.8	7.6		
LnGrp Delay(d),s/veh	12.0	6.4	75.0	41.6	60.8	99.7		
LnGrp LOS	B	A	E	D	E	F		
Approach Vol, veh/h	1567			2238	189			
Approach Delay, s/veh	11.9			43.1	91.2			
Approach LOS	B			D	F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4		6		
Phs Duration (G+Y+Rc), s	44.5	112.1		23.4		126.6		
Change Period (Y+Rc), s	8.0	5.5		7.5		5.5		
Max Green Setting (Gmax), s	90.0	102.5		17.5		119.5		
Max Q Clear Time (g_c+I), s	10.5	35.6		15.8		84.8		
Green Ext Time (p_c), s	0.1	59.8		0.1		32.6		
Intersection Summary								
HCM 2010 Ctrl Delay			33.2					
HCM 2010 LOS			C					

HCM 2010 Signalized Intersection Summary
 5: Robert Rose Dr & Medical Center Pkwy

Clari Park
 2027 Total Traffic - PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	133	1162	320	80	1669	174	402	76	23	173	75	46
Future Volume (veh/h)	133	1162	320	80	1669	174	402	76	23	173	75	46
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863	1863
Adj Flow Rate, veh/h	141	1236	340	85	1776	185	428	81	24	184	80	49
Adj No. of Lanes	1	2	1	1	2	1	2	1	1	2	1	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	161	2064	924	289	1998	894	472	217	184	232	99	84
Arrive On Green	0.10	1.00	1.00	0.03	0.56	0.56	0.14	0.12	0.12	0.07	0.05	0.05
Sat Flow, veh/h	1774	3539	1583	1774	3539	1583	3442	1863	1583	3442	1863	1583
Grp Volume(v), veh/h	141	1236	340	85	1776	185	428	81	24	184	80	49
Grp Sat Flow(s),veh/h/ln	1774	1770	1583	1774	1770	1583	1721	1863	1583	1721	1863	1583
Q Serve(g_s), s	5.2	0.0	0.0	3.0	65.8	8.6	18.4	6.0	2.0	7.9	6.4	4.5
Cycle Q Clear(g_c), s	5.2	0.0	0.0	3.0	65.8	8.6	18.4	6.0	2.0	7.9	6.4	4.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	161	2064	924	289	1998	894	472	217	184	232	99	84
V/C Ratio(X)	0.87	0.60	0.37	0.29	0.89	0.21	0.91	0.37	0.13	0.79	0.81	0.58
Avail Cap(c_a), veh/h	171	2064	924	315	1998	894	493	217	184	330	99	84
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.77	0.77	0.77	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	32.5	0.0	0.0	12.8	28.5	16.1	63.8	61.2	59.4	68.9	70.2	69.4
Incr Delay (d2), s/veh	28.6	1.0	0.9	0.6	6.4	0.5	19.8	1.1	0.3	8.3	36.7	9.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.4	0.3	0.2	1.5	33.8	3.9	10.0	3.2	0.9	4.0	4.3	2.2
LnGrp Delay(d),s/veh	61.0	1.0	0.9	13.3	34.9	16.6	83.6	62.3	59.8	77.2	106.9	78.9
LnGrp LOS	E	A	A	B	C	B	F	E	E	E	F	E
Approach Vol, veh/h		1717			2046			533			313	
Approach Delay, s/veh		5.9			32.4			79.3			85.1	
Approach LOS		A			C			E			F	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.4	96.5	17.6	23.5	15.2	93.7	27.1	14.0				
Change Period (Y+Rc), s	7.5	9.0	7.5	6.0	8.0	9.0	6.5	6.0				
Max Green Setting (Gmax), s	84.4	14.4	14.1	8.0	83.0	21.5	8.0					
Max Q Clear Time (g_c+1), s	2.0	9.9	8.0	7.2	67.8	20.4	8.4					
Green Ext Time (p_c), s	0.0	63.5	0.2	0.5	0.0	14.4	0.2	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay					31.5							
HCM 2010 LOS					C							

Intersection						
Int Delay, s/veh	8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	36	15	451	39	12	213
Future Vol, veh/h	36	15	451	39	12	213
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	16	475	41	13	224

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	54	0	1037
Stage 1	-	-	-	-	46
Stage 2	-	-	-	-	991
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1551	-	256
Stage 1	-	-	-	-	976
Stage 2	-	-	-	-	359
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1551	-	176
Mov Cap-2 Maneuver	-	-	-	-	176
Stage 1	-	-	-	-	976
Stage 2	-	-	-	-	247

Approach	EB	WB	NB
HCM Control Delay, s	0	7.7	10.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	176	1023	-	-	1551	-
HCM Lane V/C Ratio	0.072	0.219	-	-	0.306	-
HCM Control Delay (s)	27	9.5	-	-	8.3	0
HCM Lane LOS	D	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	0.8	-	-	1.3	-

Intersection												
Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	61	174	12	6	436	31	11	0	5	28	0	44
Future Vol, veh/h	61	174	12	6	436	31	11	0	5	28	0	44
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	65	185	13	6	464	33	12	0	5	30	0	47

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	497	0	0	198	0	0	838	831	192	817	821	481
Stage 1	-	-	-	-	-	-	322	322	-	493	493	-
Stage 2	-	-	-	-	-	-	516	509	-	324	328	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1067	-	-	1375	-	-	286	305	850	295	309	585
Stage 1	-	-	-	-	-	-	690	651	-	558	547	-
Stage 2	-	-	-	-	-	-	542	538	-	688	647	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1067	-	-	1375	-	-	248	282	850	276	286	585
Mov Cap-2 Maneuver	-	-	-	-	-	-	248	282	-	276	286	-
Stage 1	-	-	-	-	-	-	642	606	-	519	544	-
Stage 2	-	-	-	-	-	-	496	535	-	637	602	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2.1			0.1			17			15.9		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	318	1067	-	-	1375	-	-	408
HCM Lane V/C Ratio	0.054	0.061	-	-	0.005	-	-	0.188
HCM Control Delay (s)	17	8.6	0	-	7.6	0	-	15.9
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0	-	-	0.7

Intersection

Int Delay, s/veh 4.3

Movement EBT EBR WBL WBT NBL NBR

Lane Configurations						
Traffic Vol, veh/h	178	29	312	459	8	206
Future Vol, veh/h	178	29	312	459	8	206
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	187	31	328	483	8	217

Major/Minor Major1 Major2 Minor1

Conflicting Flow All	0	0	218	0	1342	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	1139	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1352	-	168	838
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	305	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1352	-	112	838
Mov Cap-2 Maneuver	-	-	-	-	112	-
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	204	-

Approach EB WB NB

HCM Control Delay, s	0	3.4	11.9
HCM LOS			B

Minor Lane/Major Mvmt NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h)	112	838	-	-	1352	-
HCM Lane V/C Ratio	0.075	0.259	-	-	0.243	-
HCM Control Delay (s)	39.7	10.8	-	-	8.5	0
HCM Lane LOS	E	B	-	-	A	A
HCM 95th %tile Q(veh)	0.2	1	-	-	1	-

Intersection												
Int Delay, s/veh	5.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔			↔	↔
Traffic Vol, veh/h	0	174	124	61	266	2	109	1	37	9	5	0
Future Vol, veh/h	0	174	124	61	266	2	109	1	37	9	5	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	90	-	-	100	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	215	153	75	328	2	135	1	46	11	6	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	330	0	0	368	0	0	774	772	292	794	847	329
Stage 1	-	-	-	-	-	-	292	292	-	479	479	-
Stage 2	-	-	-	-	-	-	482	480	-	315	368	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1229	-	-	1191	-	-	316	330	747	306	299	712
Stage 1	-	-	-	-	-	-	716	671	-	568	555	-
Stage 2	-	-	-	-	-	-	565	554	-	696	621	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1229	-	-	1191	-	-	296	309	747	273	280	712
Mov Cap-2 Maneuver	-	-	-	-	-	-	296	309	-	273	280	-
Stage 1	-	-	-	-	-	-	716	671	-	568	520	-
Stage 2	-	-	-	-	-	-	523	519	-	652	621	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			1.5			22.6			19		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	296	720	1229	-	-	1191	-	-	275
HCM Lane V/C Ratio	0.455	0.065	-	-	-	0.063	-	-	0.063
HCM Control Delay (s)	26.9	10.3	0	-	-	8.2	-	-	19
HCM Lane LOS	D	B	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	2.2	0.2	0	-	-	0.2	-	-	0.2

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	5	6	139	182	6
Future Vol, veh/h	5	5	6	139	182	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	5	7	151	198	7

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	367	202	205	0	-	0
Stage 1	202	-	-	-	-	-
Stage 2	165	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	633	839	1366	-	-	-
Stage 1	832	-	-	-	-	-
Stage 2	864	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	630	839	1366	-	-	-
Mov Cap-2 Maneuver	673	-	-	-	-	-
Stage 1	828	-	-	-	-	-
Stage 2	864	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.9	0.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1366	-	747	-	-
HCM Lane V/C Ratio	0.005	-	0.015	-	-
HCM Control Delay (s)	7.6	0	9.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection

Int Delay, s/veh 0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	5	0	5	14	0	1	6	196	22	5	177	6
Future Vol, veh/h	5	0	5	14	0	1	6	196	22	5	177	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	0	5	15	0	1	7	213	24	5	192	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	446	457	196	447	448	225	199	0	0	237	0	0
Stage 1	206	206	-	239	239	-	-	-	-	-	-	-
Stage 2	240	251	-	208	209	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	523	500	845	522	506	814	1373	-	-	1330	-	-
Stage 1	796	731	-	764	708	-	-	-	-	-	-	-
Stage 2	763	699	-	794	729	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	519	496	845	515	501	814	1373	-	-	1330	-	-
Mov Cap-2 Maneuver	519	496	-	515	501	-	-	-	-	-	-	-
Stage 1	792	728	-	760	704	-	-	-	-	-	-	-
Stage 2	758	696	-	786	726	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.7		12		0.2		0.2	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1373	-	-	643	528	1330	-	-
HCM Lane V/C Ratio	0.005	-	-	0.017	0.031	0.004	-	-
HCM Control Delay (s)	7.6	-	-	10.7	12	7.7	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	5	0	16	22	0	0	17	218	34	7	183	6
Future Vol, veh/h	5	0	16	22	0	0	17	218	34	7	183	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	50	-	-	50	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	0	17	24	0	0	18	237	37	8	199	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	511	529	203	519	514	256	206	0	0	274	0	0
Stage 1	219	219	-	292	292	-	-	-	-	-	-	-
Stage 2	292	310	-	227	222	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	473	455	838	467	464	783	1365	-	-	1289	-	-
Stage 1	783	722	-	716	671	-	-	-	-	-	-	-
Stage 2	716	659	-	776	720	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	466	446	838	451	455	783	1365	-	-	1289	-	-
Mov Cap-2 Maneuver	466	446	-	451	455	-	-	-	-	-	-	-
Stage 1	773	718	-	707	662	-	-	-	-	-	-	-
Stage 2	707	650	-	755	716	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.3		13.4		0.5		0.3	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1365	-	-	704	451	1289	-	-
HCM Lane V/C Ratio	0.014	-	-	0.032	0.053	0.006	-	-
HCM Control Delay (s)	7.7	-	-	10.3	13.4	7.8	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-	-

Intersection						
Int Delay, s/veh	1.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	70	11	215	75	12	455
Future Vol, veh/h	70	11	215	75	12	455
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	76	12	234	82	13	495

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	796	275	0	0	316
Stage 1	275	-	-	-	-
Stage 2	521	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	356	764	-	-	1244
Stage 1	771	-	-	-	-
Stage 2	596	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	352	764	-	-	1244
Mov Cap-2 Maneuver	460	-	-	-	-
Stage 1	771	-	-	-	-
Stage 2	590	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.8	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	460	764	1244
HCM Lane V/C Ratio	-	-	0.165	0.016	0.01
HCM Control Delay (s)	-	-	14.4	9.8	7.9
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.6	0	0

Intersection

Int Delay, s/veh 6.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↙	↑	↗	↙	↗			↖	↗		↕	
Traffic Vol, veh/h	6	164	133	133	230	12	124	0	124	11	0	5
Future Vol, veh/h	6	164	133	133	230	12	124	0	124	11	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	75	-	0	100	-	-	-	-	100	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	178	145	145	250	13	135	0	135	12	0	5

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	263	0	0	323
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	4.12	-	-	4.12
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	2.218	-	-	2.218
Pot Cap-1 Maneuver	1301	-	-	1237
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	1301	-	-	1237
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	2.9	18.3	19.5
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	299	865	1301	-	-	1237	-	-	266
HCM Lane V/C Ratio	0.451	0.156	0.005	-	-	0.117	-	-	0.065
HCM Control Delay (s)	26.6	9.9	7.8	-	-	8.3	-	-	19.5
HCM Lane LOS	D	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	2.2	0.6	0	-	-	0.4	-	-	0.2

Intersection												
Int Delay, s/veh	4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗			↕			↕			↕	
Traffic Vol, veh/h	40	52	40	0	48	0	38	0	0	0	0	38
Future Vol, veh/h	40	52	40	0	48	0	38	0	0	0	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	43	57	43	0	52	0	41	0	0	0	0	41

HCM does not provide for analysis of a partial multi-way stop. The TIS recommendation for this intersection is that the WB approach also be stop-controlled.

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	52	0	0	100	0	0	238	217	79	217	238	52
Stage 1	-	-	-	-	-	-	165	165	-	52	52	-
Stage 2	-	-	-	-	-	-	73	52	-	165	186	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1554	-	-	1493	-	-	716	681	981	739	663	1016
Stage 1	-	-	-	-	-	-	837	762	-	961	852	-
Stage 2	-	-	-	-	-	-	937	852	-	837	746	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1554	-	-	1493	-	-	672	662	981	723	644	1016
Mov Cap-2 Maneuver	-	-	-	-	-	-	672	662	-	723	644	-
Stage 1	-	-	-	-	-	-	814	741	-	934	852	-
Stage 2	-	-	-	-	-	-	899	852	-	814	725	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.2	0	10.7	8.7
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	672	1554	-	-	1493	-	-	1016
HCM Lane V/C Ratio	0.061	0.028	-	-	-	-	-	0.041
HCM Control Delay (s)	10.7	7.4	-	-	0	-	-	8.7
HCM Lane LOS	B	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	292	6	6	369	5	5
Future Vol, veh/h	292	6	6	369	5	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	75	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	317	7	7	401	5	5

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	324	0	736 321
Stage 1	-	-	-	-	321 -
Stage 2	-	-	-	-	415 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1236	-	386 720
Stage 1	-	-	-	-	735 -
Stage 2	-	-	-	-	666 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1236	-	384 720
Mov Cap-2 Maneuver	-	-	-	-	492 -
Stage 1	-	-	-	-	735 -
Stage 2	-	-	-	-	662 -

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	11.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	585	-	-	1236	-
HCM Lane V/C Ratio	0.019	-	-	0.005	-
HCM Control Delay (s)	11.3	-	-	7.9	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection

Int Delay, s/veh 7.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔	↑	↔	↔
Traffic Vol, veh/h	36	15	451	39	12	213
Future Vol, veh/h	36	15	451	39	12	213
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	100	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	16	475	41	13	224

Major/Minor

	Major1	Major2	Minor1
Conflicting Flow All	0	0	54
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1551
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1551
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach

	EB	WB	NB
HCM Control Delay, s	0	7.7	10.2
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	222	1023	-	-	1551	-
HCM Lane V/C Ratio	0.057	0.219	-	-	0.306	-
HCM Control Delay (s)	22.2	9.5	-	-	8.3	-
HCM Lane LOS	C	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0.8	-	-	1.3	-

Intersection												
Int Delay, s/veh	2.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕			↕	
Traffic Vol, veh/h	61	174	12	6	436	31	11	0	5	28	0	44
Future Vol, veh/h	61	174	12	6	436	31	11	0	5	28	0	44
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	65	185	13	6	464	33	12	0	5	30	0	47

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	497	0	0	198	0	0	838	831	192	817	821	481
Stage 1	-	-	-	-	-	-	322	322	-	493	493	-
Stage 2	-	-	-	-	-	-	516	509	-	324	328	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1067	-	-	1375	-	-	286	305	850	295	309	585
Stage 1	-	-	-	-	-	-	690	651	-	558	547	-
Stage 2	-	-	-	-	-	-	542	538	-	688	647	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1067	-	-	1375	-	-	250	285	850	278	289	585
Mov Cap-2 Maneuver	-	-	-	-	-	-	250	285	-	278	289	-
Stage 1	-	-	-	-	-	-	648	611	-	524	545	-
Stage 2	-	-	-	-	-	-	496	536	-	642	608	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2.1			0.1			16.8			15.8		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	321	1067	-	-	1375	-	-	409
HCM Lane V/C Ratio	0.053	0.061	-	-	0.005	-	-	0.187
HCM Control Delay (s)	16.8	8.6	-	-	7.6	-	-	15.8
HCM Lane LOS	C	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0	-	-	0.7

Intersection						
Int Delay, s/veh	4.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	178	29	312	459	8	206
Future Vol, veh/h	178	29	312	459	8	206
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	100	0
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	187	31	328	483	8	217

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	218	0	1342 203
Stage 1	-	-	-	-	203 -
Stage 2	-	-	-	-	1139 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1352	-	168 838
Stage 1	-	-	-	-	831 -
Stage 2	-	-	-	-	305 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1352	-	127 838
Mov Cap-2 Maneuver	-	-	-	-	199 -
Stage 1	-	-	-	-	831 -
Stage 2	-	-	-	-	231 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	11.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	199	838	-	-	1352	-
HCM Lane V/C Ratio	0.042	0.259	-	-	0.243	-
HCM Control Delay (s)	23.9	10.8	-	-	8.5	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	1	-	-	1	-

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 5, 2021**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Asst. Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Michele Emerson, Assistant City Engineer
Katie Noel, Project Engineer
Sam Huddleston, Dev't Services Executive Dir.
Mike Browning, Public Information Director

1. Call to order:

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

2. Determination of a quorum:

Chair Kathy Jones determined that a quorum was present.

3. Public Hearings:

Zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF to RS-6, O'Brien Loyd, LLC applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021

Aye: Chair Kathy Jones
Vice-Chairman Ken Halliburton
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

Nay:
None.

Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 (Clari Park PUD), Hines Acquisitions, LLC applicant.

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

Mr. Shawn Wright wanted to know the square-footage of the first-floor commercial space. Ms. Green answered the original proposal had a maximum of 10,000 square-feet. Now, the new proposal for the first-floor commercial area states that Area 5 would have a minimum of 4,000 square-feet, and Area 7 would have a minimum of 2,500 square-feet.

Vice-Chairman Ken Halliburton wanted to confirm the total number of apartments with this new proposal. Ms. Green answered 488 apartment units.

Mr. Matt Taylor of SEC, representing the application, gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Shawn Wright had questions regarding the single-family attached units not being sold to a rental corporation. Mr. Taylor answered they would not sell the development to a rental company; however, an individual purchasing a unit and deciding to rent it to someone would not be prohibited.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021

Chair Kathy Jones opened the public hearing.

1. **Mr. Adam Seaborn, 2726 Crossroads Drive** - made known his concerns with the additional traffic being placed into this area and drainage. He requested for the Capital Improvement Project (CIP) for Wilkinson Pike to be considered with this development.
2. **Ms. Debbie Gray, 2660 Crosspark Drive** - requested for “Option A” from the applicant’s pattern book to be considered for this development; or, all of Area 7 be zoned Commercial Highway. In addition, she made known her concerns regarding drainage, the emergency traffic along Wilkinson Pike and asked for Wilkinson Pike to be improved to three lanes.
3. **Mr. Steve Smith, 2119 Wilkinson Pike** - stated that he knows and agrees this property would be developed. However, the safety concerns with vehicle traffic, emergency traffic, and accidents along Wilkinson Pike should be addressed before the property is developed.
4. **Mr. Adam Dill, 2125 Wilkinson Pike** - expressed his concerns with the increase of vehicle traffic, and emergency traffic occurring along Wilkinson Pike.
5. **Mr. Bill Ketron, 2510 Blanton’s Point** - expressed his concerns with the ongoing increase of traffic along Wilkinson Pike. There are no shoulders on either side of the Wilkinson Pike and water is not draining properly.

There being no one else to speak for or against the request, Chair Kathy Jones closed the public hearing.

Mr. Rick LaLance stated he would be in favor of Option B for Area 7 to be zoned for office use without a three-year caveat. Office use would provide walkability and would lower the number of units.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021

Mr. Shawn Wright asked Mr. Sam Huddleston to address the comments that had been made with the concerns regarding Wilkinson Pike road improvements and drainage. Mr. Huddleston stated if this is approved by the Planning Commission, he could provide additional information to City Council regarding a timeline for road improvements to Wilkinson Pike. Ms. Michele Emerson came forward making known the proposed development would include roadway plan improvements that would address some of the ongoing drainage issues in this area.

Mr. Chase Salas commented he likes the cohesiveness of this entire development and how it would be compatible with the area; however, he has concerns with the setbacks and the multi-family units instead of office space.

Chair Kathy Jones stated she had concerns for Option B. She feels there should a committed effort for commercial use.

Vice-Chairman Ken Halliburton stated he had been in favor of this development in 2020 because he is in favor of having rooftops and commercial use within the same area. He is in favor of Option A.

Mr. Rick LaLance commented that the City's yearly budget has not been approved at this time, which means Wilkinson Pike improvements may or may not occur within the next 18 months.

Mr. Matt Taylor stated that they would entertain Area 7 as a for-sale product such as a stacked condo, instead of an apartment/rental product. Mr. Walter O'Shea (developer) stated that they have heard the Planning Commission's concerns for Area 7 and agree to remove the multi-family use. He would preserve the office tenant space for three years. Also, instead of the multi-family use they would design condos or stacked flats for a total of 120 for-sale units.

After discussion, Mr. Rick LaLance moved to approve the application subject all staff comments, and to include the following:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021

- Change Area 7 to be 120 for-sale product;
- Provide a revised pattern book to Planning Commission detailing the changes that have been discussed before this rezoning is presented to the City Council; and
- Provide a revised site plan to the Planning Commission with the changes before this proposal is presented to the City Council.

The motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

Street renaming item c. [2021-902] to rename an approximately two-mile long segment of Mercury Boulevard (west of South Rutherford Boulevard) to Dr Martin Luther King Jr Boulevard, City of Murfreesboro Planning Department applicant.

And

Street renaming item d. [2021-903] to rename an approximately 600'-long segment of Mercury Boulevard (east of South Rutherford Boulevard) to John Bragg Highway, City of Murfreesboro Planning Department applicant.

Mr. Matthew Blomeley presented the Staff Comments regarding items c. and d. from the Agenda packet. A copy of these items is maintained in the permanent files of the Planning Department and are incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021

1:00 PM

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jennifer Garland
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Katie Noel, Project Engineer
Sam Huddleston, Dev't Services Executive Dir.

1. Call to order:

Chair Kathy Jones called the meeting to order at 1:00 pm.

2. Determination of a quorum:

Chair Jones determined that a quorum was present.

3. Old Business:

Street renaming [2021-902] to rename an approximately two-mile long segment of Mercury Boulevard (west of South Rutherford Boulevard) to Doctor Martin Luther King Jr Boulevard, City of Murfreesboro Planning Department applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Blomeley explained this item had been deferred at the May 5, 2021 Planning Commission meeting for further study. Staff recommends moving forward with the official name change of Mercury Boulevard to Doctor Martin Luther King Jr Boulevard.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the street rename of Mercury Boulevard to Doctor Martin Luther King Jr Boulevard with “Doctor” spelled out; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Chair Kathy Jones
Vice-Chairman Ken Halliburton
Jennifer Garland
Rick LaLance
Warren Russell
Shawn Wright
Nay: Chase Salas

Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD, CH, GDO-1 and GDO-2 (Clari Park), Hines Acquisitions LLC applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Green stated this item was recommended for approval on May 5, 2021 with the condition that option B of Area 7 change from multi-family, residential to single-family, attached (townhomes) and that the overall density be decreased. She noted the following changes since the Planning Commission’s public hearing on the matter:

- The plans for Area 7 maintains two development options. Option A remains as an office building. Option B changed from apartments to townhomes.
- The overall density is reduced by 88 units.
- Area 5, apartments are increased from 280 units to 300 units.
- The number of units in Area 7 is decreased from 208 to 100 dwelling units.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021

Ms. Green stated that it appeared the changes are within the spirit of the conditions of approval, but needed the Planning Commission to determine if they are in fact consistent with the motion. She asked for the Planning Commission to opine upon the request if it meets the conditions for approval. If this approach is acceptable to the Planning Commission, staff would work with the applicant to revise their pattern book to include the conditions of approval recommended by the Planning Commission prior to the City Council public hearing.

Mr. Kevin Guenther, Mr. Matt Taylor, and Mr. Walt O'Shea were present for the meeting representing the application. Mr. Matt Taylor stated that in Area 7 they would continue with their commitment for the office use for the first three years. If the office use is not accomplished after three years, then a maximum of 100 single-family attached townhomes would be developed. In addition, they would be keeping the same commitment not to sell the townhomes to a rental company.

The Planning Commission discussed the changes and agreed the proposal was in the spirit of their approval, decreasing from 890 units to 620 units with the number of rental units decreasing from 600 to 300.

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

Aye: Chair Kathy Jones
Vice-Chairman Ken Halliburton
Jennifer Garland
Rick LaLance
Warren Russell
Chase Salas
Shawn Wright

Nay: None.

ORDINANCE 21-OZ-16 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2); Hines Acquisitions, LLC, applicant(s) [2021-403].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

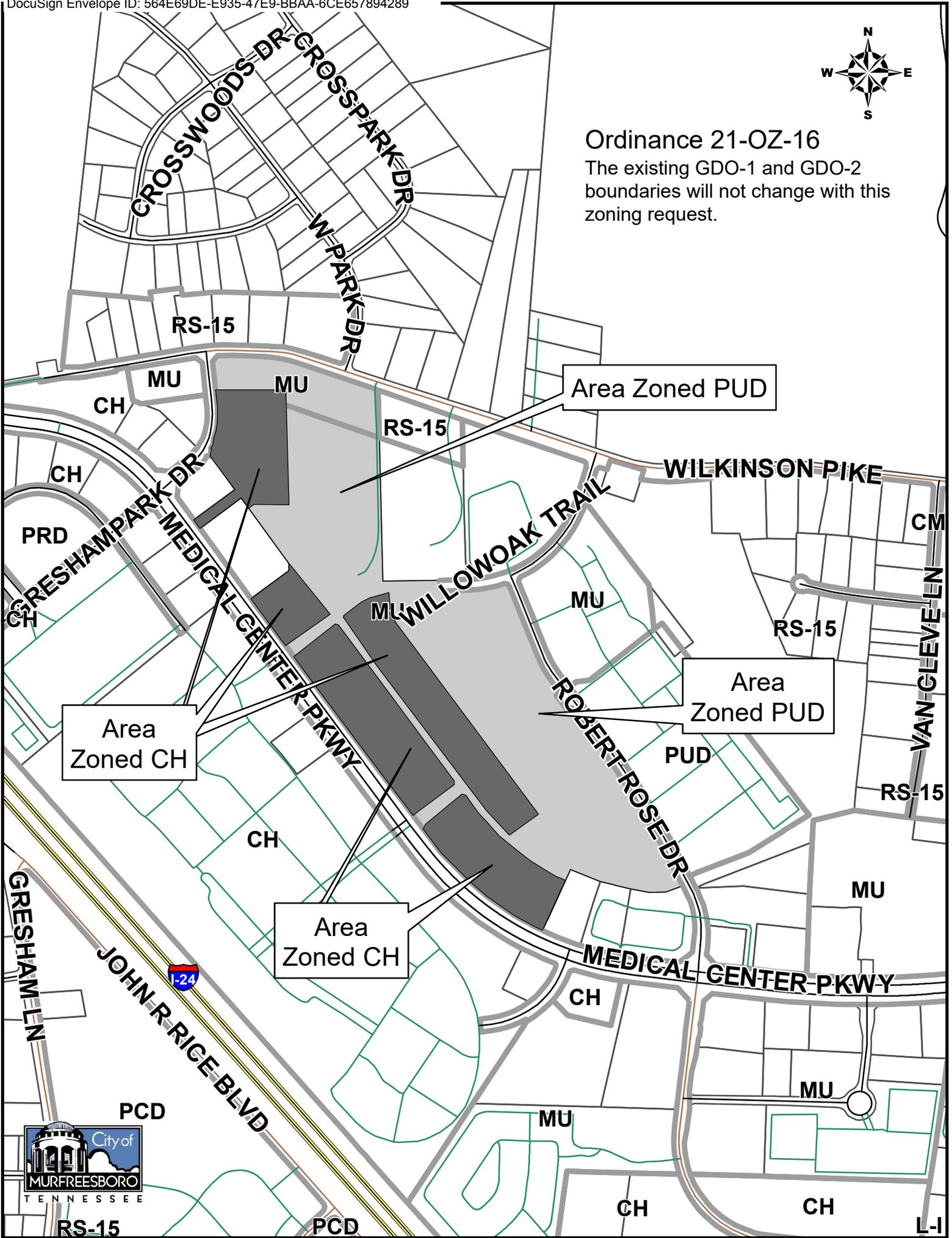
Adam F. Tucker
City Attorney

SEAL



Ordinance 21-OZ-16

The existing GDO-1 and GDO-2 boundaries will not change with this zoning request.



Area Zoned CH

Area Zoned PUD

Area Zoned PUD

Area Zoned CH



RS-15

PCD

L-I

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Rescheduling Public Hearing for Zoning Ordinance Amendment

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rescheduling a matter previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule two public hearings for the item below on July 29, 2021 or August 5, 2021.

Background Information

During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission discussed this matter and then voted to recommend its approval. Council subsequently scheduled it for a June 24, 2021 public hearing. In May, Governor Lee signed into law requirements for ordinances pertaining to exterior building materials. Because a small portion of the proposed ordinance amendment pertains to this topic, the Legal Department has determined that the new law pertains to this ordinance amendment and that the public hearing needs to be rescheduled, so that it can be noticed in accord with the new law. In addition, the ordinance amendment should be divided into two ordinance amendments in accordance with the new law, putting the portions pertaining to exterior building materials into a separate ordinance amendment.

- a.** Proposed amendments to the Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone, and other miscellaneous topics and pertaining to the following sections:
- Section 2: Interpretation and Definitions;
 - Section 7: Site Plan Review;
 - Section 18: Regulations of General Applicability;
 - Section 19: Residential Districts;
 - Section 26: Off-Street Parking, Queuing, and Loading;
 - Chart 1: Uses Permitted by Zoning District (including Chart 1 Endnotes);
 - Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 Endnotes); and

- Chart 4: Required Off-Street Parking and Queuing Spaces by Use.

City of Murfreesboro Planning Department applicant.

Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

None

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on July 29, 2021 or August 5, 2021.

Background Information

During its regular meeting on June 2, 2021, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

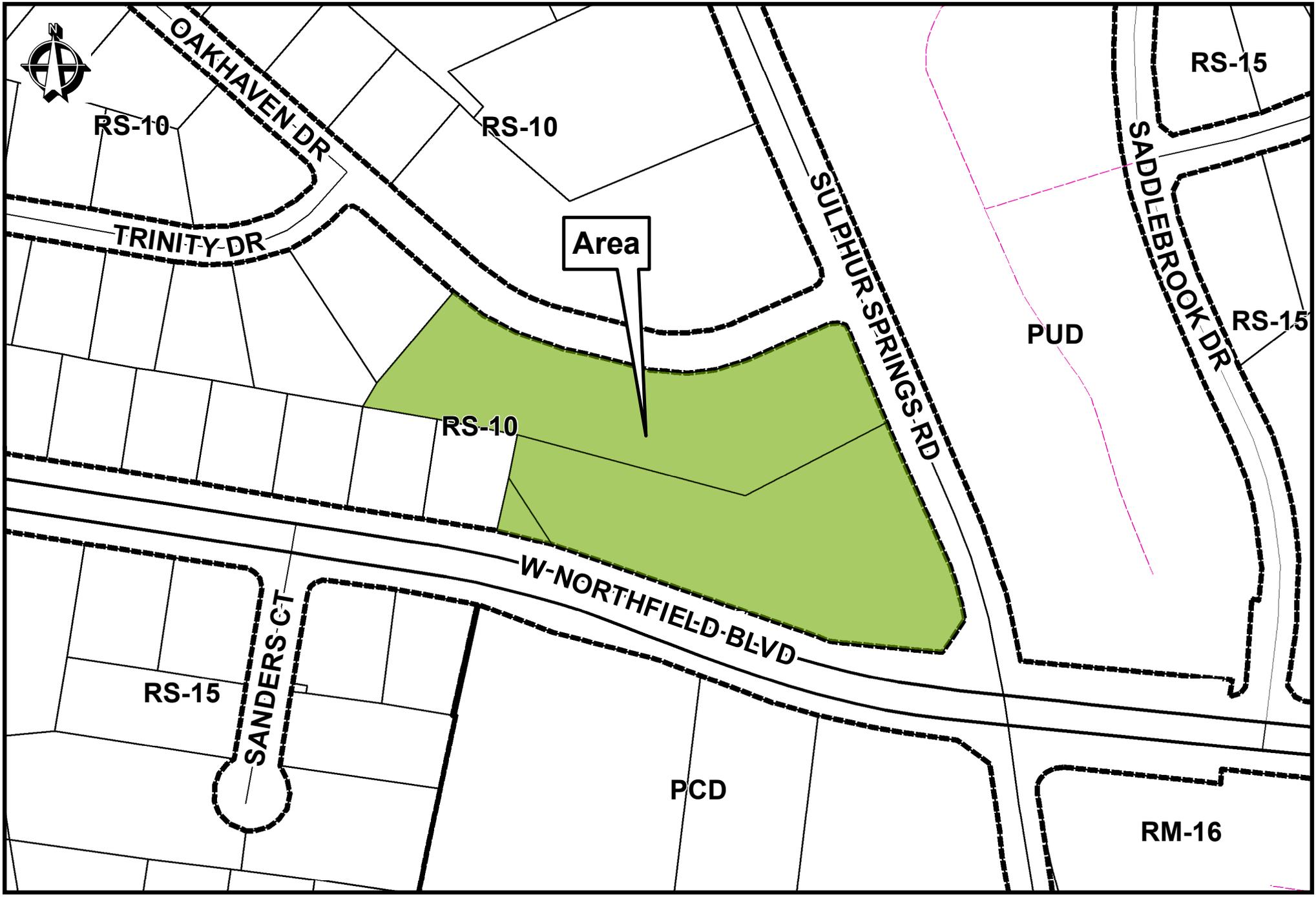
- a. Zoning application [2021-412] for approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner PCD), P&H Joint Venture applicant.
- b. Annexation petition and plan of services [2021-501] for approximately 39 acres located along Elam Road, Laurel H. Maples applicant.
- c. Zoning application [2021-408] for approximately 39 acres located along Elam Road to be zoned G-I simultaneous with annexation, Laurel H. Maples applicant.
- d. Zoning application [2021-409] for approximately 17.26 acres located along North Tennessee Boulevard to be rezoned from RM-16 and OG to PRD (The Pointe at Raiders Campus PRD), CREI-MTSU, LLC applicant.
- e. Zoning application [2021-410] for approximately 0.33 acres located along Leaf Avenue to be rezoned from RS-10 to PRD (Leaf Avenue PRD), BNA Homes, LLC applicant.
- f. Zoning application [2021-411] for approximately 0.15 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD (The Nook on Vine PRD) and CCO, BNA Homes, LLC applicant.

Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

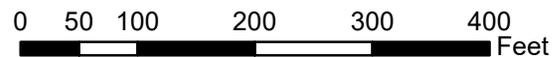
1. Map for zoning application for approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road
2. Map for annexation petition for approximately 39 acres located along Elam Road
3. Map for zoning application for approximately 39 acres located along Elam Road
4. Map for zoning application for approximately 17.26 acres located along North Tennessee Boulevard
5. Map for zoning application for approximately 0.33 acres located along Leaf Avenue
6. Map for zoning application for approximately 0.15 acres located along East Vine Street

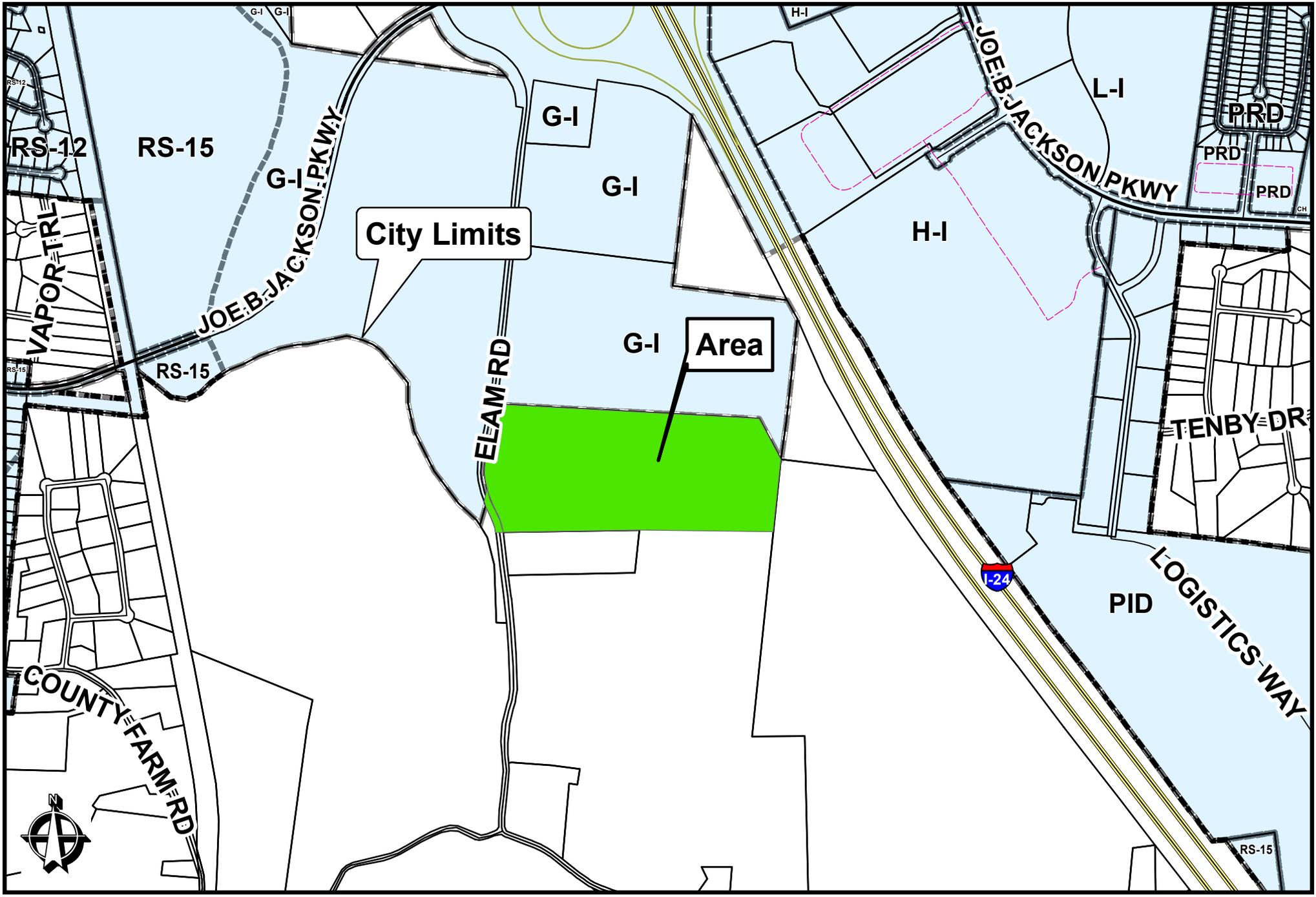


**Zoning Request for Property Located along West Northfield Boulevard
RS-10 to PCD (Sanders Corner PCD)**

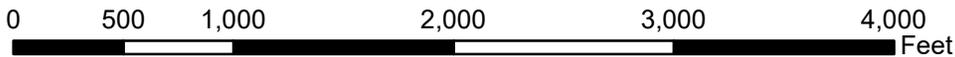


Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

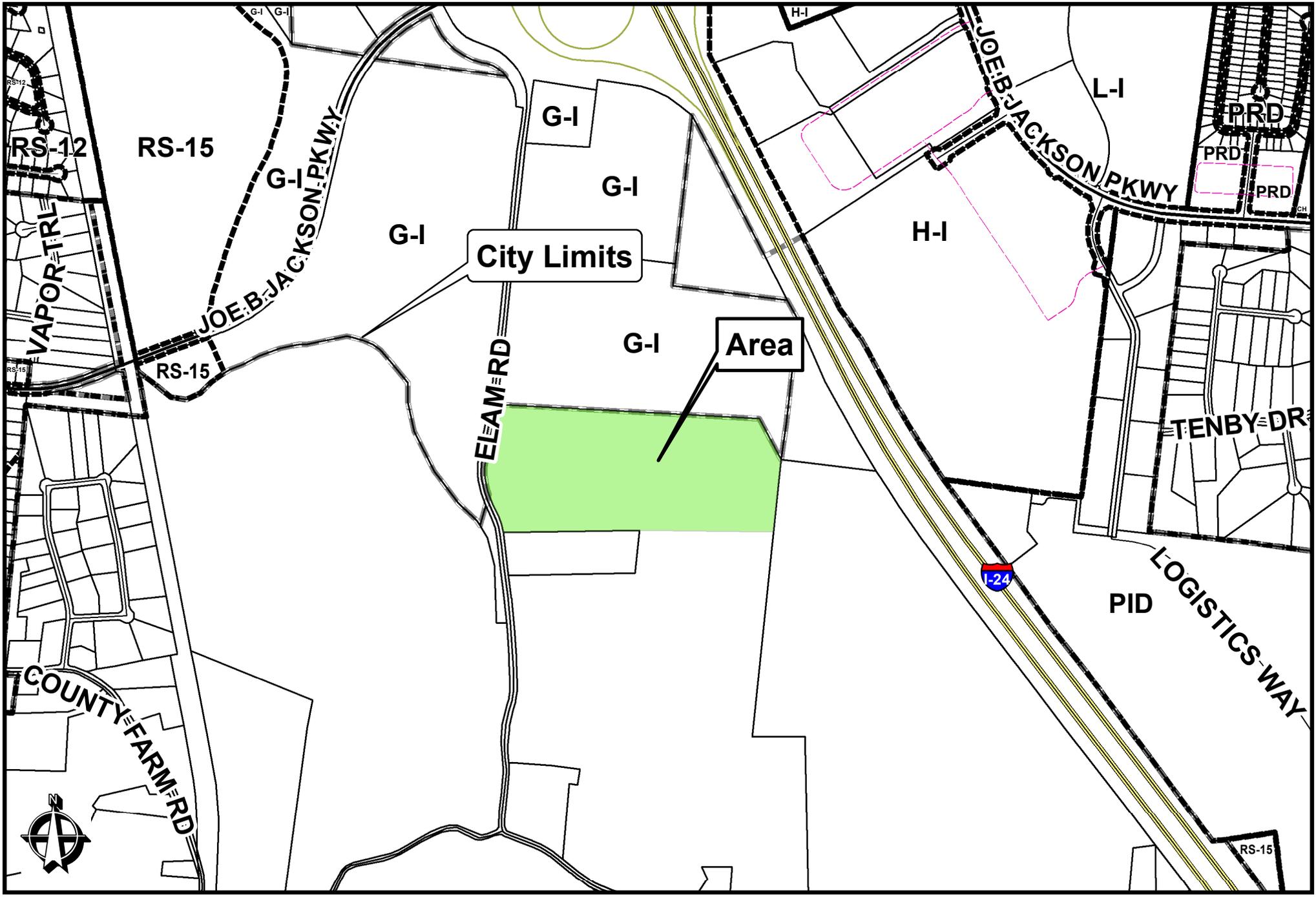




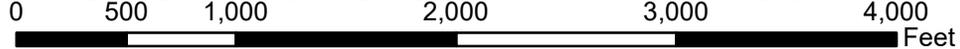
Annexation Request for Property along Elam Road



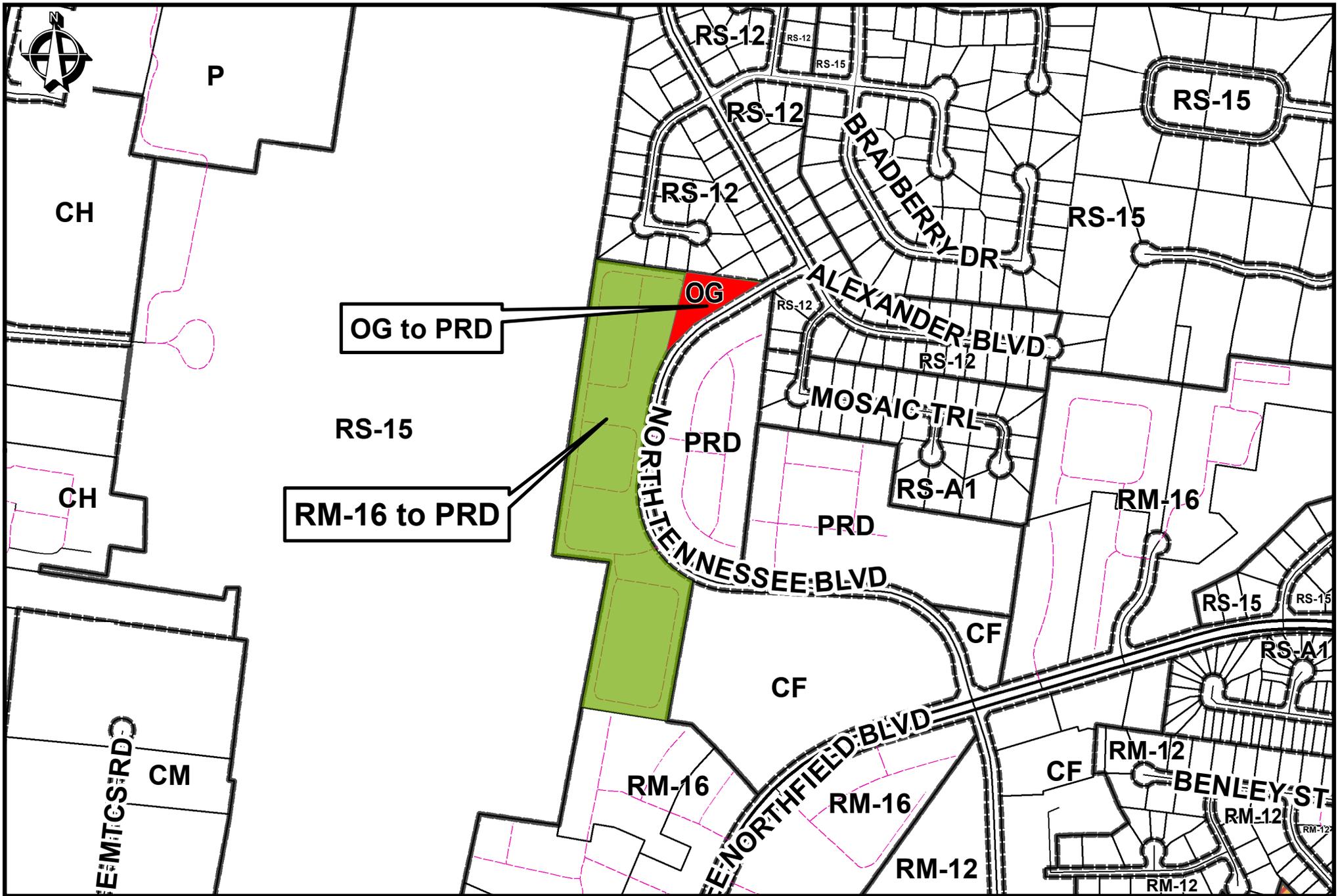
Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



**Zoning Request for Property Located along Elam Road
G-I Simultaneous with Annexation**



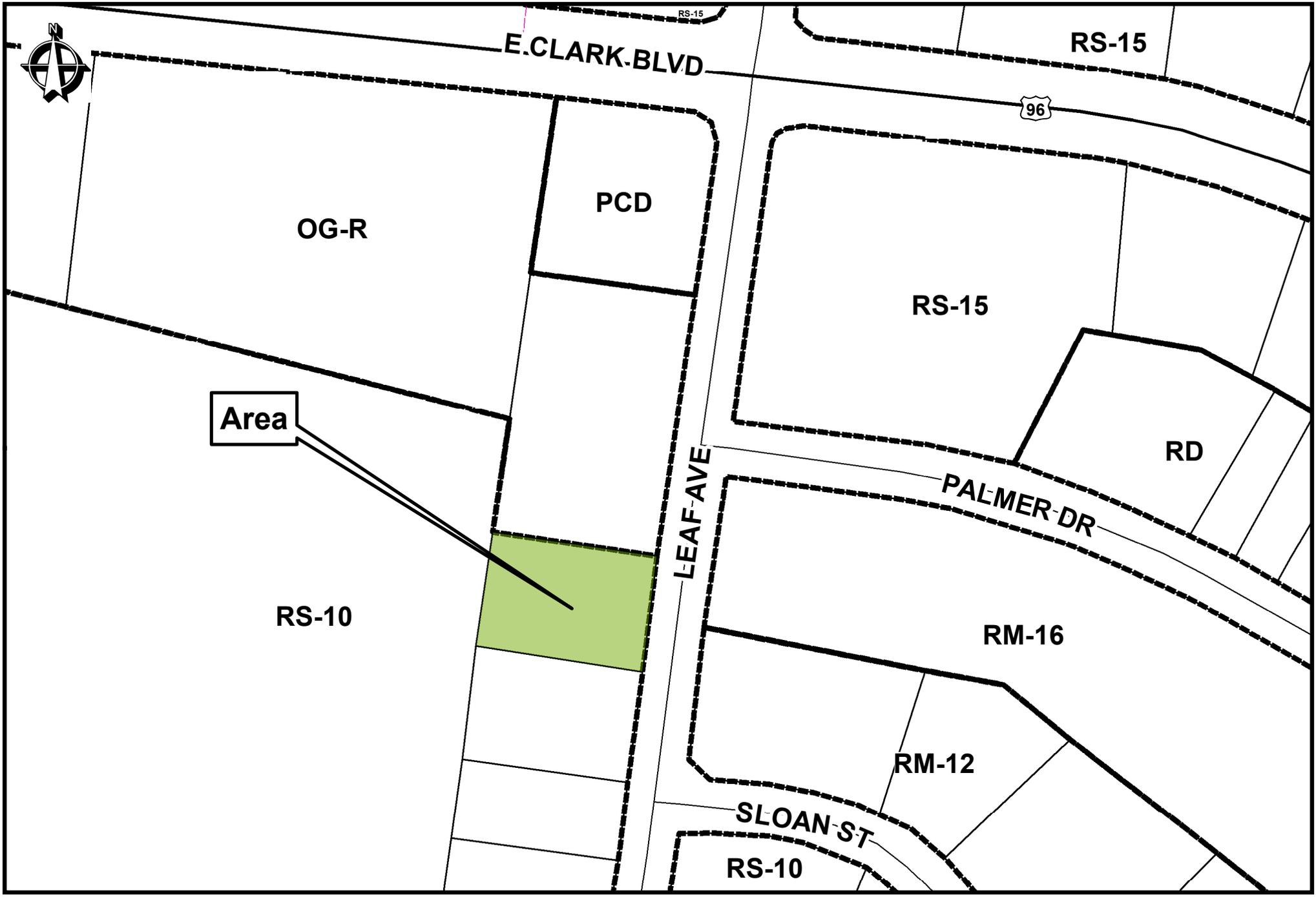
Planning Department
 City of Murfreesboro
 111 W. Vine St.
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www.murfreesborotn.gov



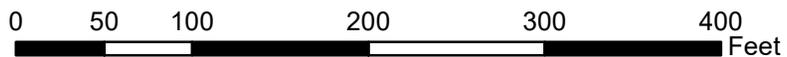
**Zoning Request for Property Located along North Tennessee Boulevard
RM-16 and OG to PRD (The Pointe at Raiders Campus PRD)**



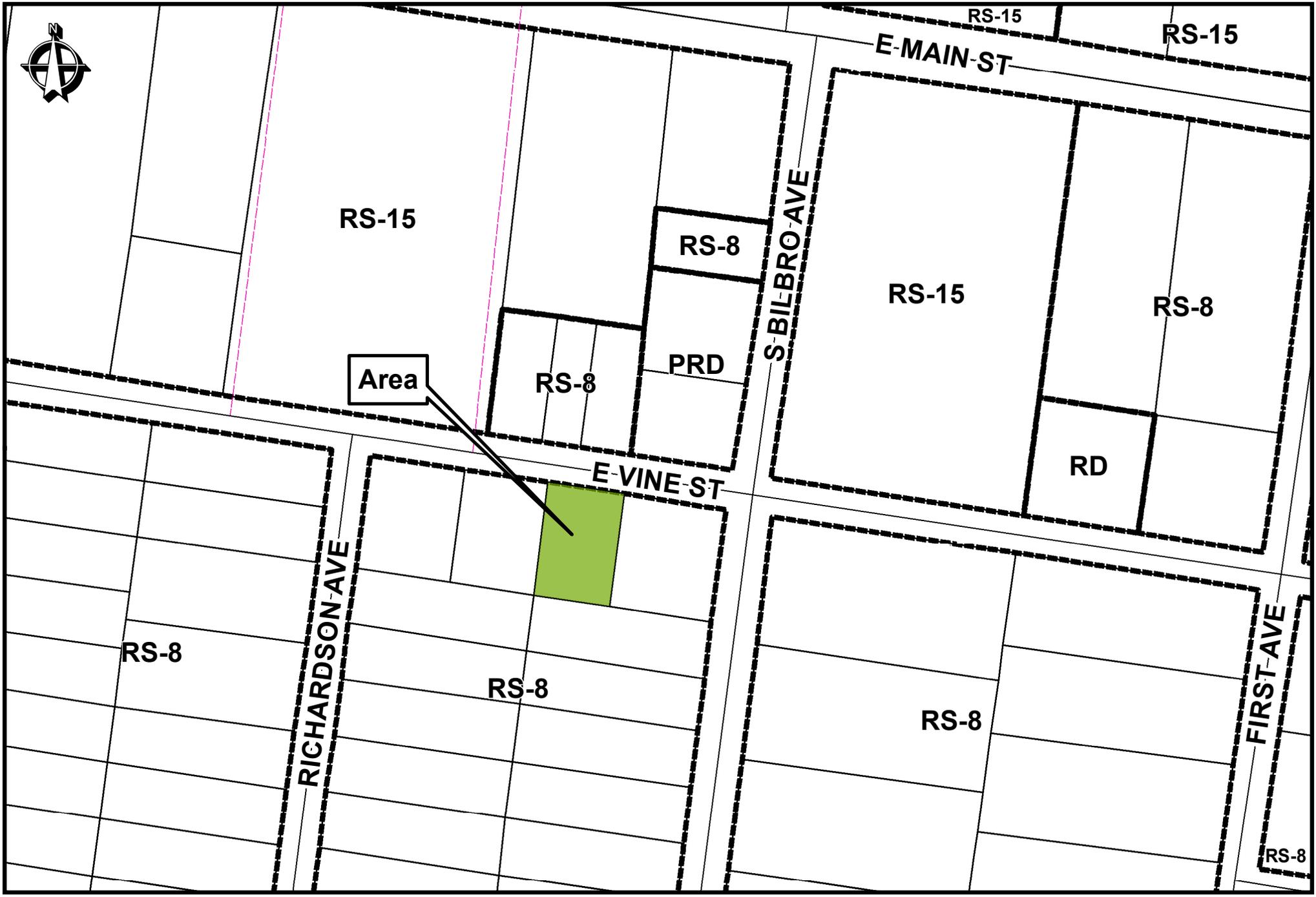
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



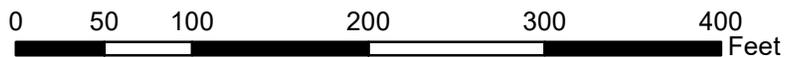
**Zoning Request for Property Located along Leaf Avenue
RS-10 to PRD (Leaf Avenue PRD)**



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



**Zoning Request for Property Located along East Vine Street
RS-8 to PRD (The Nook on Vine PRD)**



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

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: FY22 Hazard Pay Stipends

Department: Administration

Presented by: Erin Tucker

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

Approval of the FY22 Hazard Pay Stipend parameters

Staff Recommendation

Consider and approve parameters for Hazard Pay Stipends.

Background Information

Council approved one-time Hazard Pay stipends to all full-time employees for the FY22 budget. The stipends are to be funded to the extent permitted by the Federal American Rescue Plan Act of 2021 (ARPA).

The following criteria is recommended for allocation of stipend payment:

1. Employees must be actively employed full-time on January 1, 2021 and still actively working full-time on July 1, 2021.
2. Those considered Public Health, Public Safety and Transit are listed in the attached exhibit.
3. Eligible employees listed on the attached exhibit will receive \$2,500. All other full-time employees will receive \$1,500.
4. Payroll will work to distribute these payments in August 2021.
5. Based on IRS rules regarding premium or bonus pay, this pay will be subject to additional income tax withholding along with Social Security and Medicare Tax withholding.

Council Priorities Served

Responsible budgeting

The Hazard Pay Stipends are budgeted as one-time expenditures in the FY22 budget.

Fiscal Impact

Expenditure for stipends, \$2.5 million, are fully funded in the FY22 budget. Any eligible disbursements reimbursed from the ARPA will be recognized as grant revenue.

Attachments

American Recovery Plan Act Eligible Stipends

American Recovery Plan Act Eligible Stipends

Department	Job Class	Position Title
Police	P053	Police Trainee
	P075	Police Officer
	P052	Police Sergeant
	P048	Police Lieutenant
	D023	Police/Fire Communications Specialist I
	D019	Police/Fire Communications Specialist II
	D024	Police/Fire Communications Specialist III
	C012	Police/Fire Communications Supervisor
	E012	Emergency Communications Coordinator
C026	Crime Scene Technician	
Fire Rescue	F036	Fire Trainee
	F025	Firefighter
	F027	Firefighter Paramedic
	F012	Fire Rescue Driver
	F013	Driver Paramedic
	L015	Life Safety Specialist
	F008	Captain
	F009	Shift Training/Safety Officer
	F010	Captain Paramedic
	F014	Training Coordinator
	F015	Training Coordinator Paramedic
	A024	Assistant Fire Marshal
	S010	Battalion Chief
Facilities Maintenance/Misc. Departments		
	M014	Maintenance Foreman
	M005	Maintenance Crew Leader
	C018	Custodian
	M015	Maintenance Technician
	G009	Groundskeeper
	G010	Groundskeeper Maintenance
	L008	Lead Landscaper-Groundskeeper
	C014	Crew Leaders
Transit	T010	Transportation Operations Supervisor
	T008	Transit Operator
Street/Plaza	P067	Public Works Crew Leader
	H005	Heavy Equipment Operator
	E007	Equipment Operator
	R003	Refuse/Custodial Crew Supervisor
	M004	W/WW Maintenance Worker
	R004	CCTV Technician
	T014	Turf Care Supervisor
	L017	Landscaper/Greenskeeper Foreman
L003	Laborer	

Solid Waste

H005 Heavy Equipment Operator
D020 Driver
L003 Laborer
M017 Foreman
P067 Crew Leader
H003 Facility Attendant Lead

Building & Codes

B003 Building/Codes Inspector
B007 Building /Codes Inspector II
E002 Electrical Inspector

Engineering

S020 Public Works Project Inspector Senior
P068 Public Works Projects Inspector

Fleet Services

P057 Preventative Maintenance Mechanic
L009 Lead Mechanic
H004 Heavy Equipment Mechanic

Total Grant Funded City Positions
Total Remaining City Positions

Water Resources

C018 Custodian
M003 W/WW Laborer
M004 W/WW Worker
A039 AMI Technician
A040 AMI Field Service Rep
P043 Plant Operator
E007 Equipment Operator
L002 Laboratory Technician
W003 Water Quality Technician
P056 Pretreatment Technician
U001 Utility Locator
R004 CCTV Technician
C002 Cross Connection Technician
P076 Senior Plant Operator
H005 Heavy Equipment Operator
M007 Maintenance Technician
S007 Biosolids Technician
M001 Water Resources Crew Leader
R005 Water Resources Project Inspector
I002 Inventory Control Coordinator
A041 AMI Crew Leader
M008 Master Plant Operator
F019 FOG Program Coordinator
I001 Instrumentation & Controls Technician
M002 W/WW Foreman
C001 Cross Connection Supervisor
S008 Lab Analyst
P044 Plant Shift Supervisor
B002 Biosolids Supervisor
P055 Pretreatment Coordinator
M006 Maintenance Supervisor
W002 Water Quality Specialist
L001 Laboratory Supervisor

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Transit Facility Design Amendment

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the design contract for modifications to the professional services for the future Transit Facility.

Staff Recommendation

Approval of the contract amendment with HDR Engineering, Inc. that will result in a deduct of \$210,616.

Background Information

The planned Murfreesboro Transit Facility will provide a centralized location for Rover Operations, more benefit to the City for regional mobility, and Regional Transportation Authority (RTA) connectivity with potential park and ride expansions. The project was moved from the Main Street location to the Bridge Avenue/SR 99 site in August 2020. Due to the change in location, certain professional services that were in the original design agreement are no longer needed. Other changes included in this amendment to the design contract are additional design services, updated labor and overhead rates from the initial 2018 agreement, and increasing the design to construction cost limit from the 2018 agreement's estimate of \$9,200,000 to \$11,000,000. The original design agreement was in the amount of \$1,596,211. Pending Council approval of the Amendment 1 deduction in the amount of \$210,616, this puts the adjusted agreement amount at \$1,385,594.

Council Priorities Served

Maintaining public safety

Establishing a Transit Center will provide greater convenience and security for transit patrons and allow for continued improvement and expansion of service.

Fiscal Impact

This design contract is funded 80% Federal, 10% State and 10% Local with local funding from the FY 2019 CIP Budget.

Attachments

Amendment 1 to the Design Agreement

Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-5: Basic Services – Direct Labor Costs Plus Overhead
Plus a Fixed Fee

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs plus overhead for the services of Engineer’s personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be \$1,108,937.16, plus Engineer’s Consultant’s charges, if any, estimated to be \$357,527.56, plus a fixed fee of \$129,746.72.
 2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
 3. The total compensation for services under Paragraph C2.01 is estimated to be \$1,385,594.65 based on the following estimated distribution of compensation:

a. Task 1 – Program Verification	\$178,959.49 (Completed)
b. Task 2 – 30% Design	\$355,222.51 (Completed)
c. Task 3 – 60% Design	\$286,930.11
d. Task 4 – 90% Design	\$304,991.90
e. Task 5 – 100% Design	\$135,883.43
f. Task 6 – Bid Procurement	\$123,607.21
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

5. The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges.
6. The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.
7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.
8. Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: 1.5097. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of date of this executed contract) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of date of this executed contract) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 0.0.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer timely shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies (B&W)	\$0.12/page
8"x11" Copies (Color)	\$0.17/page
11"x17" Copies (B&W)	\$0.25/page
11"x17" Copies (Color)	\$0.46/page
Full Size Plots (B&W, 30"x42")	\$0.80/sheet
Strip Map	\$8.00/SF
Display Boards (4' x 6')	\$225.00/ea
Mileage (auto)	\$0.47/mile
Lodging	\$96.00/night
Perdiem (travel)	\$41.25/day
Perdiem (full)	\$55.00/day
Air Transportation	\$690.00/round trip
Rental Car	at cost
Laboratory Testing	at cost

This is **EXHIBIT F**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is stricken and restated as follows:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$11,000,000.00, which includes a design contingency of ten (10) percent.
- B. *Intentionally omitted.*
- C. *Intentionally omitted.*
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, Owner may consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought or cancel the bid.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner may (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices, or (4) terminate the project and this Agreement. In the case of (3), Engineer and Owner shall negotiate Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 13, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 01**

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: April 13, 2018

Owner: City of Murfreesboro, Tennessee

Engineer: HDR Engineering, Inc.

Project: Murfreesboro Transit Center

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The following modifications for Professional Services are as follows:

- Scope of Services
 - Add design services related to “Electric Bus and Vehicle Charging Infrastructure.”
 - Remove “Archaeological Data Recovery” Design Services
 - Remove “Phase II ESA” Design Services
- Fee
 - Direct Labor Rates have been adjusted to reflect 2021 rates, including escalation for HDR, SEC, and Hedstrom.
 - OH Rates have been adjusted to reflect current audited overhead rates for HDR, SEC, and Hedstrom.
 - HDR: Previous - 156.38%, Current - 150.97%
 - SEC: Previous - 125%, Current - 113%
 - Hedstrom: Previous - 206.08%, Current - 186%
- Exhibit C: Revised per attached.
- Exhibit F: Revise Paragraph F5.02, A. Designing to Construction Cost Limit to read as follows: “Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$11,000,000, which includes a design contingency of ten (10) percent.”

Agreement Summary:

Original agreement amount:	\$1,596,211.44
Net change for prior amendments:	\$0.00
This amendment amount:	-\$210,616.79
Adjusted Agreement amount:	\$1,385,594.65

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Renovations & Additions to Fire Rescue – Station 3

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

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

Summary

Design contract for the renovation and additions to Fire Rescue – Station 3.

Staff Recommendation

Approval of the architectural agreement with CMH Architects in the amount of \$41,600.

Background Information

Staff requested a proposal from CMH Architects to provide the City with a design and conceptual budget for the renovations and additions at Fire Rescue Station 3. The scope of the project includes demolition of the existing unisex restroom and locker room in Fire Station No. 3 and using that space in conjunction with a small addition of the rear of the building to create separate restroom and locker facilities, a dedicated laundry and decontamination space, and a new storage room to be accessible from an expanded rear patio area. The construction costs are preliminarily estimated at \$250,000.

Council Priorities Served

Maintaining public safety

These improvements will maintain a safe public facility for the continued use of the Fire Rescue Department.

Fiscal Impact

This design contract is funded from the 2019 Loan proceeds for ADA improvements and Fire Station 3 Renovations.

Attachments

AIA B101 Agreement between Owner and Architect



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18 day of June in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Architect:
(Name, legal status, address and other information)

CMH Architects
1800 International Park Drive
Suite 300
Birmingham, Alabama 35243

for the following Project:
(Name, location and detailed description)

Renovations & Additions to Fire Rescue – Station 3
1511 Mercury Blvd
Murfreesboro, TN 37130

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The scope of the project includes the demolition of the existing unisex restroom and locker room in Fire Station 3 and using that space in conjunction with a small addition of the rear of the building to create a separate restroom and locker facilities, a dedicated laundry and decontamination space, and a new storage room to be accessible from an expanded rear patio area.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of an interior renovation of approximately 260 SF and an addition of approximately 860 SF. The work includes a new laundry room, men's and women's restrooms and lockers, and a small storage room. The addition will be of similar construction to the existing building, which is currently understood to be loadbearing CMU walls with a brick veneer exterior and a wood-framed architectural shingle roof. The addition will be located at the rear of the existing building; no site utility or grading work is anticipated with the project scope because of the nature of existing slope and expected adequacy of existing services.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

Conceptual construction budget is estimated at \$250,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

September 1, 2021

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Single-bid construction package

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Kayla Walker, Director, Project Development

City of Murfreesboro

111 West Vine St

Murfreesboro, TN 37130

Tel: 615-542-7640

Email: kwalker@murfreesborotn.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Blake Nelson, Senior Vice President
CMH Architects, Inc.
1800 International Park Drive
Ste 300
Birmingham, Alabama 35243
Tel: 205-969-2696
Email: bnelson@cmharch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Craig Winn
Structural Design Group
300 Chase Park South
Hoover, AL 35244
205/380-3821

.2 Mechanical Engineer:

J. Sam (Sammy) Davis, Jr.
MW/Davis Dumas & Associates
4500 Southlake Park, Suite 200
Hoover, AL 35244
205/252-0246

.3 Electrical Engineer:

Morgan Reyes
Hyde Engineering
120 Holmes Ave NE, Suite 122

Init.

Huntsville, AL 35801
256/270-8013

.4 Civil Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect's scope of work, as set forth in further detail in Article 3, will include architectural, structural, mechanical/plumbing/fire protection, and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front-end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Architect shall not cancel or modify an insurance coverage required by this Agreement without providing Owner with at least 30-days' prior written notice.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00) each accident, One Hundred Thousand Dollars (\$ 100,000.00) each employee, and One Hundred Thousand Dollars (\$ 100,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 **Indemnification.** The Architect agrees to indemnify, save and hold harmless the Owner, its officials, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent acts or omissions or intentional misconduct in performing work under this Agreement, except to the extent that such claims arise from the negligent acts or omissions of the City or its employees and agents. Architect's obligation to indemnify, save and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

§ 2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall exercise due professional care in endeavoring to comply with the requirements imposed by governmental authorities having jurisdiction over the Project, including, but not limited to, applicable ADA standards. The Architect shall use the standard care ordinarily utilized by other architects designing projects under the applicable standards and

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in identifying requirements imposed by governmental authorities. The Architect shall also identify to the Owner requirements that may be interpreted as conflicting with other requirements imposed by law.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

§ 3.1.8 In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.1.9 Trips made by the architect and its consultants will be provided during the design as needed and during construction to observe the progress of the work as follows:

Architect	4 Trips
Structural Engineer	0 Trip
Mechanical, Plumbing and Fire Protection Engineer	2 Trips
Electrical Engineer	2 Trips

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§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, inform the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time, and take any action required under Section 6.5, and request the Owner's written approval. Owner's approval of the documents must be in writing to be binding against either party. The Architect will also ascertain that all elements of the construction documents specific to the Owner's requirements, including modifications to the General Conditions, are correctly contained within the construction documents prior to bidding.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings not less than monthly or as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect and Owner shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests

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User Notes:

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shall be made in writing within any time limits agreed upon or timely so as not to affect the Contract Time or the Contract Sum.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, in a timely manner so as not to affect the Contract Time or the Contract Sum.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect’s Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect’s Basic Services
§ 4.1.1.3 Measured drawings	Architect’s Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect’s Basic Services
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect’s Basic Services
§ 4.1.1.15 As-designed record drawings	Architect’s Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 8 (eight) visits to the site by the Architect or architects' consultants during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's

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provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Consistent and in accordance with the applicable standard of care owed by Architect, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under

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Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable, royalty-free, right and license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable Tennessee law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court whose jurisdiction includes Rutherford County, Tennessee
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 [Intentionally Omitted]

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred and unpaid.

§ 9.7

(Paragraphs deleted)

[Intentionally Omitted]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump sum of \$41,600
- .2 Percentage Basis
(Insert percentage value)
- .3 Other
(Describe the method of compensation)

Init.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
 Ten percent (10%), up to a maximum amount of Five Thousand Five Hundred Dollars (\$5,500.00).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Sixty	percent (60	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate plus Three percent (3 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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User Notes: (1380987715)

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:26:51 ET on 06/21/2021.

PAGE 1

AGREEMENT made as of the 18 day of June in the year 2021

...

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

...

CMH Architects
1800 International Park Drive
Suite 300
Birmingham, Alabama 35243

...

Renovations & Additions to Fire Rescue – Station 3
1511 Mercury Blvd
Murfreesboro, TN 37130

PAGE 2

The scope of the project includes the demolition of the existing unisex restroom and locker room in Fire Station 3 and using that space in conjunction with a small addition of the rear of the building to create a separate restroom and locker facilities, a dedicated laundry and decontamination space, and a new storage room to be accessible from an expanded rear patio area.

...

The project consists of an interior renovation of approximately 260 SF and an addition of approximately 860 SF. The work includes a new laundry room, men's and women's restrooms and lockers, and a small storage room. The addition will be of similar construction to the existing building, which is currently understood to be loadbearing CMU walls with a brick veneer exterior and a wood-framed architectural shingle roof. The addition will be located at the rear of the existing building; no site utility or grading work is anticipated with the project scope because of the nature of existing slope and expected adequacy of existing services.

PAGE 3

Conceptual construction budget is estimated at \$250,000.

...

September 1, 2021

...

TBD

...

TBD

...

Single-bid construction package

...

Kayla Walker, Director, Project Development
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
Tel: 615-542-7640
Email: kwalker@murfreesborotn.gov
PAGE 4

Blake Nelson, Senior Vice President
CMH Architects, Inc.
1800 International Park Drive
Ste 300
Birmingham, Alabama 35243
Tel: 205-969-2696
Email: bnelson@cmharch.com

...

Craig Winn
Structural Design Group
300 Chase Park South
Hoover, AL 35244
205/380-3821

...

J. Sam (Sammy) Davis, Jr.
MW/Davis Dumas & Associates
4500 Southlake Park, Suite 200
Hoover, AL 35244
205/252-0246

...

.3 Electrical Engineer:

Morgan Reyes
Hyde Engineering
120 Holmes Ave NE, Suite 122
Huntsville, AL 35801
256/270-8013

.4 Civil Engineer:

N/A

PAGE 5

Architect's scope of work, as set forth in further detail in Article 3, will include architectural, structural, mechanical/plumbing/fire protection, and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front-end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

PAGE 6

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Architect shall not cancel or modify an insurance coverage required by this Agreement without providing Owner with at least 30-days' prior written notice.

§ 2.5.1 Commercial General Liability with policy limits of not less than (~~\$—~~) for each occurrence and ~~(\$—One Million Dollars (\$ 1,000,000.00))~~ for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00) each accident, One Hundred Thousand Dollars (\$ 100,000.00) each employee, and One Hundred Thousand Dollars (\$ 100,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (~~\$—~~) per claim and ~~(\$—)One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00)~~ in the aggregate.

...

§ 2.5.9 Indemnification. The Architect agrees to indemnify, save and hold harmless the Owner, its officials, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent acts or omissions or intentional misconduct in performing work under this Agreement, except to the extent that such claims arise from the negligent acts or omissions of the City or its employees and agents. Architect's obligation to indemnify, save and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

§ 2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall exercise due professional care in endeavoring to comply with the requirements imposed by governmental authorities having jurisdiction over the Project, including, but not limited to, applicable ADA standards. The Architect shall use the standard care ordinarily utilized by other architects designing projects under the applicable standards and in identifying requirements imposed by governmental authorities. The Architect shall also identify to the Owner requirements that may be interpreted as conflicting with other requirements imposed by law.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and ~~customary~~ customary, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 7

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall ~~provide prompt~~ review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

§ 3.1.8 In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.1.9 Trips made by the architect and its consultants will be provided during the design as needed and during construction to observe the progress of the work as follows:

<u>Architect</u>	<u>4 Trips</u>
<u>Structural Engineer</u>	<u>0 Trip</u>
<u>Mechanical, Plumbing and Fire Protection Engineer</u>	<u>2 Trips</u>
<u>Electrical Engineer</u>	<u>2 Trips</u>

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

PAGE 9

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents

submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, inform the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time, and take any action required under Section 6.5, and request the Owner's written approval. Owner's approval of the documents must be in writing to be binding against either party. The Architect will also ascertain that all elements of the construction documents specific to the Owner's requirements, including modifications to the General Conditions, are correctly contained within the construction documents prior to bidding.

PAGE 10

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings not less than monthly or as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect ~~has and~~ Owner shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or ~~otherwise with reasonable promptness~~ timely so as not to affect the Contract Time or the Contract Sum.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents ~~and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents-effect.~~

PAGE 11

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold ~~approval of the schedule-approval.~~ The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, ~~with reasonable promptness~~

while allowing sufficient time, in the Architect's professional judgment, to permit adequate review in a timely manner so as not to affect the Contract Time or the Contract Sum.

PAGE 12

§ 3.6.5.1 The Architect may ~~order~~ authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, ~~4.3~~, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

...

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

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§ 4.1.1.1	Programming	<u>Architect's Basic Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect's Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Architect's Basic Services</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Not provided</u>
§ 4.1.1.9	Landscape design	<u>Not provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect's Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	<u>Not provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect's Basic Services</u>

§ 4.1.1.15 As-designed record drawings	Architect's Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

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.2 8 (eight) visits to the site by the Architect or architects' consultants during construction

...

§ 5.2 The ~~Owner~~ Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.5 The Owner ~~shall~~ may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with

written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

PAGE 16

~~§ 5.8 The~~ Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

~~§ 5.11 The Owner shall provide prompt~~ Consistent and in accordance with the applicable standard of care owed by Architect, he Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly~~ timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

PAGE 17

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

...

~~§ 6.3 In preparing estimates of the Cost of Work, the Architect~~ Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

- ~~.1~~ undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;

...

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's~~

~~budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under this Article 6. Section 6.6.~~

PAGE 18

~~§ 7.3 The Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive-nonexclusive, irrevocable, royalty-free, right and license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, obligations, including prompt payment of all sums due pursuant to Article 9 and Article 11, when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4-use.~~

...

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Tennessee law.~~

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[] Litigation in a court of competent jurisdiction whose jurisdiction includes Rutherford County, Tennessee

...

§ 8.3 Arbitration [Intentionally Omitted]

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project~~, Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect shall be compensated the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect~~ for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules shall be equitably adjusted for completion.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ termination and Reimbursable Expenses incurred and unpaid.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Intentionally Omitted~~

...

§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

...

Lump sum of \$41,600

...

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ()%, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Ten percent (10%), up to a maximum amount of Five Thousand Five Hundred Dollars (\$5,500.00).

...

Design Development Phase

Twenty percent (20 %)

Construction Documents Phase	<u>Sixty</u> percent (<u>60</u>)	%)
Procurement Phase	<u>Five</u> percent (<u>5</u>)	%)
Construction Phase	<u>Fifteen</u> percent (<u>15</u>)	%)

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~ Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Prime Rate plus Three percent (3 %

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~~2~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

[~~—~~] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:26:51 ET on 06/21/2021 under Order No. 2705956690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

March 12, 2021

Ms. Kayla Walker
Director, Project Development
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

**RE / Renovations & Additions to Fire Station #3
Murfreesboro, Tennessee
CMH Project No. 1759/A2**

Dear Kayla:

We are pleased to offer this proposal to you for A/E design services associated with the proposed renovations and additions to Fire Station #3.

I. PROJECT SCOPE

The scope of the project includes demolition of the existing unisex restroom and locker room in Fire Station #3 and using that space in conjunction with a small addition of the rear of the building to create separate restroom and locker facilities, a dedicated laundry and decontamination space, and a new storage room to be accessible from an expanded rear patio area.

Included are complete architectural, structural, mechanical, plumbing, fire protection, and electrical engineering services for full design through construction administration.

We plan to have our consultants make a field assessment site visit to review existing conditions, particularly relative to MPE systems and equipment, since it does not appear that any existing documents from original construction are available.

II. FEE BASIS

Construction costs have been preliminarily estimated to range from \$250,000 to \$300,000, but a budget pricing analysis can be provided upon finalization of scope and design.

We propose to provide these services on a lump sum basis of **\$41,600**. This includes the field assessment trip for MPE engineers.

Services typically consist of the following phases and documents:

- Design/Pricing Document Phase: 20% of overall fee basis above.
- Construction Documents: 60% of overall fee basis above.
- Bidding/Negotiation Phase: 5% of overall fee basis above.
- Construction Administration Phase: 15% of overall fee basis above.

Services not presently included:

Civil Engineering: We do not anticipate needing extensive civil engineering services but procuring a limited site survey reflecting accurate grading and utilities at the rear of the building would be advisable.

Landscape Architecture: We do not anticipate needing any notable landscape architecture design on this project.

III. DESIGN AND CONSTRUCTION ADMINISTRATION TRIPS:

Site trips will be provided during design as needed and then during construction to observe progress of the work as follows:

Architect	4 trips
Structural Engineer	0 trips
HVAC, Plumbing, FP Eng.	2 trips (including field assessment)
<u>Electrical Engineer</u>	<u>2 trips (including field assessment)</u>
TOTAL	8 trips (including field assessment)

Additional trips can be provided on a mutually-agreeable basis if and when required.

This proposal includes site visits for general observation and is not intended to include continuous or special inspections as may be required by IBC Chapter 17.

All travel expenses are to be reimbursable per below.

IV. THE SERVICES AND FEES NOTED ABOVE ASSUME THE FOLLOWING:

- A. The project will be issued as a single bid/construction package.
- B. We understand the Owner may elect to bid this project to a small number of prequalified General Contractors.
- C. To the best of our ability, we will identify current codes and ordinances applicable to this project, in effect at the time the documents are prepared; and communicate with those officials charged with enforcing the applicable codes and ordinances to identify and incorporate the requirements of those codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled or changed by code officials.
- D. Detailed fire suppression and fire alarm system design is excluded from our services and is to be procured on a design/build basis, using the design criteria and general requirements set forth in the Construction Documents. The sprinkler and fire alarm contractors shall prepare the detailed design and the contractor's engineers shall be the Engineers of Record.
- E. Reimbursable Expenses shall include travel cost and printing and shall be invoiced at 1.1 times actual cost.
- F. Mileage Expenses shall be invoiced at the current approved IRS rate.
- G. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month, consistent with the percentages for each design phase listed above. During construction, the Architect's invoices shall generally be issued to coincide with the Request for Payment Schedule as established. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at the prime rate + three percent (3%). Expenses for collection of unpaid invoices including legal costs will be paid by Owner.
- H. This proposal is based on our understanding of the Scope of Services as outlined herein above. If the scope of the project should change, the fee is to be equitably adjusted.
- I. The Architect and his consultants shall maintain professional licenses in the State of Tennessee as required for Services in connection with this project.
- J. Architectural Services do not include expenses or services to provide for any soil testing or investigation; payment of permit application fees; costs of boundary, topographic and as-built surveys; costs for preparation or presentation of documents regarding PUD applications, variances or rezoning.
- K. The Architect's services shall not be involved with any hazardous materials which might exist at the site. It is further understood that any such hazardous materials will be identified and abated as required by applicable laws and regulations through direct contract with the Owner.

- L. This proposal is based on services commencing within 3 months from the date of this proposal. If the project is delayed beyond this schedule, fees would be subject to adjustment.
- M. Any site visits provided by the Architect or our consultants are for general observation and not intended to include continuous or special inspections as may be required by IBC Chapter 17.
- N. CMH shall maintain errors & omissions insurance with coverage of at least \$1,000,000 per claim. In addition, CMH shall procure and maintain workers' compensation insurance in accordance with applicable state law requirements and general liability and auto insurance with coverage of at least \$1,000,000 per claim. CMH shall provide the City with proof of all required insurance upon request.
- O. This Agreement shall be governed by the law of the State of Tennessee.
- P. Any changes to this Agreement, the scope of services, or CMH's fees or other compensation shall be by written instrument signed by authorized representatives of the City and the City.
- Q. Services provided by CMH in connection with any project subject to this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

We appreciate the opportunity to provide this proposal and continue to enjoy our working relationship with the City. If you should have any questions, please contact us; and if the proposal meets with your approval, please so indicate by executing below and return the original for our files, which will also serve as our formal authorization to proceed.

Sincerely,
CMH ARCHITECTS, INC.



Blake Nelson, NCARB, LEED AP
Senior Vice President

:bn

Copy: Joan Parker

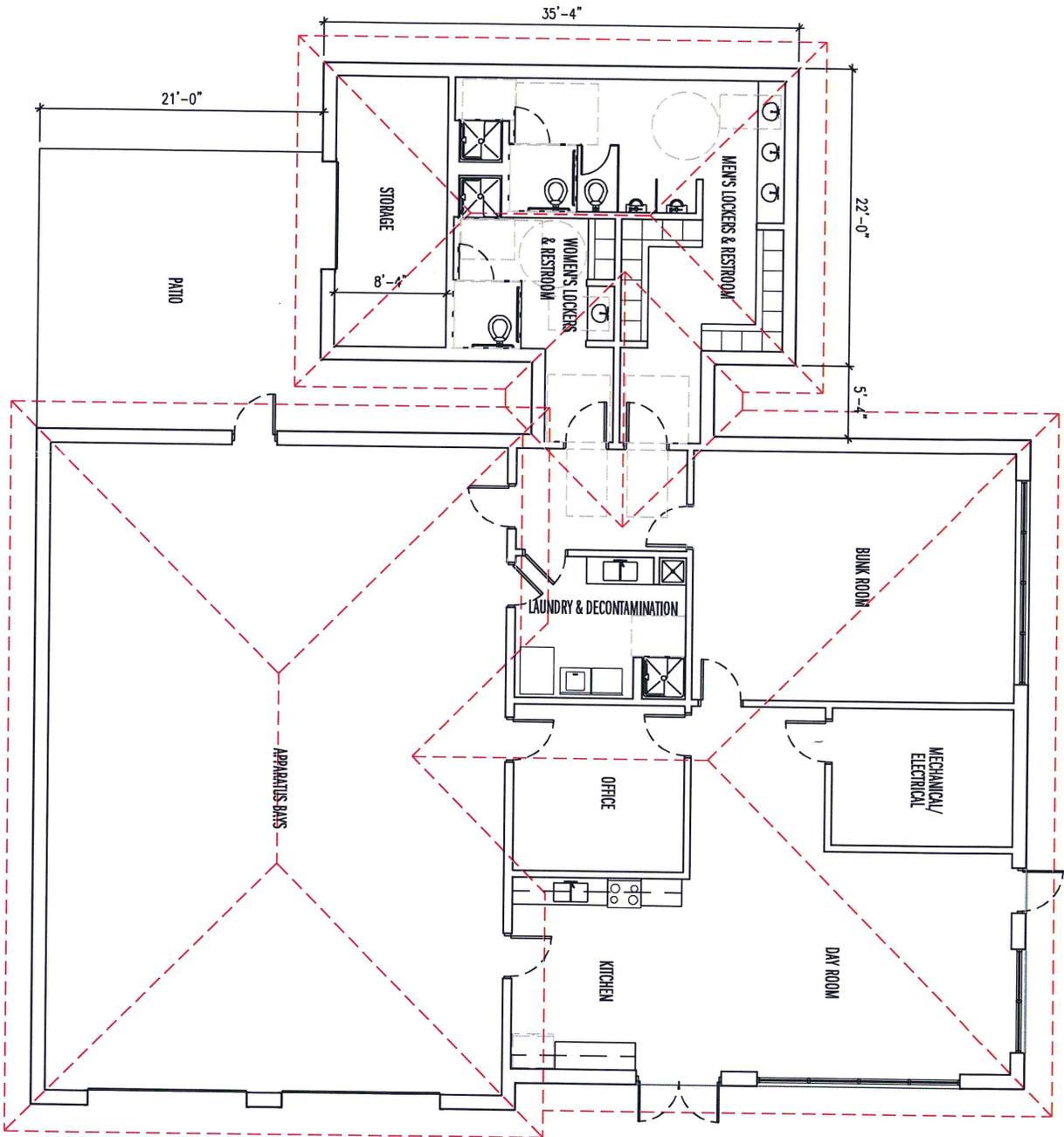
ACCEPTED BY: _____
CLIENT ENTITY NAME

Signature: _____

Printed Name: _____

Title: _____

Date: _____



PROPOSED NEW FLOOR PLAN - alternate

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Taxiway A and Ramp Pavement Rehabilitation Design Work Authorization

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Design of pavement rehabilitation and striping of Taxiway A and ramp area at the Murfreesboro Municipal Airport.

Staff Recommendation

Approval of the Work Authorization with Barge Design Solutions.

Background Information

Airport staff has worked with the Tennessee Aeronautics Division to inspect and rehabilitate the paved surfaces critical to airport flight operations. Through the years, the Airport has resurfaced, coated, patched various paved surfaces. The remaining paved surfaces, some of which is 30 years old, has been identified for refurbishment or replacement.

Council Priorities Served

Maintain public safety

Routine inspection of our paved surfaces is key to ensuring infrastructure is maintained and the City's infrastructure investment is protected.

Fiscal Impact

The project will cost \$98,700 and is 100% federally funded.

Attachments

Work Authorization

EXHIBIT "A"

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

(TAD Project Identification No.)

Date: _____

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Preliminary Design services for the rehabilitation of Taxiway Alpha and the rehabilitation of a portion of apron around the existing T-hangars. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

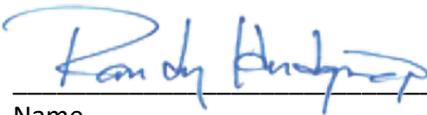
A total compensation budget of **\$98,733** is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Murfreesboro

Barge Design Solutions, Inc.

Name



Name

Date: _____

Date: 5/13/21

EXHIBIT "B"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Rehabilitate Taxiway Alpha
- B. Reconstruct south connector of Alpha to Runway 36 to meet FAA requirements
- C. Rehabilitate a portion of apron around the existing T-hangars

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes dated 12/22/2020.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13A, Change 1 Airport Design
- FAA AC 150/5320-5D Airport Drainage Design
- FAA AC 150/5370-10H Standards for Specifying Construction on Airport
- FAA AC 150/5370-2G Operation Safety on Airports During Construction

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits C and D for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

1. This scope and fee is limited to Preliminary Design (30%) services for this project. Final Design, Bidding, Construction Administration, Resident Project Representative, Construction Testing and other services may be added by amendment at a later date.
2. A hydrologic study of airfield drainage is not included in the scope of work for this project.
3. Preparation and coordination of a SWPPP is anticipated for this project, however, is not included in the scope of Preliminary Design.
4. The tentative Design Schedule has been included below. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER's Scope, Fee and Production Schedule.
5. The OWNER shall provide any specific contracting requirements to be included in the Front-End Documents prior to the 30% Design Submittal.
6. The ENGINEER will provide 24" x 36" hard copies and electronic files (PDF) of the Project Documents to the OWNER and TDOT-Aeronautics Division (TAD) for review at 30% milestone. Please refer to the individual Phases outlined in this Scope of Services for additional information pertaining to specific deliverables.
7. The costs for obtaining construction permits are excluded in the fees under this Agreement.
8. Designs are based on visual observations from site trips. Unforeseen conditions that require repair may be revealed during construction. Additional Engineering services to address unforeseen conditions will be negotiated as required.

Tentative Project Schedule

The following Tentative milestone schedule has been established for this project:

- Barge WA Submitted to TDOT February 26, 2021
- Preliminary Design Grant May 2021
- Client/TDOT Approval of WA May 2021
- Design Notice to Proceed May 2021
- Geotechnical Report Complete July 2021
- Survey Complete June 2021
- Preliminary (30%) Design Sub. August 2021
- Final Design Amendment Sub. August 2021
- Final Design Grant October 2021
- 90% Design Submittal December 2021
- 90% Design Review Mtg December 2021
- Final Design Submittal January 2022
- Advertisement for Bids TBD
- Pre-Bid Meeting TBD
- Bid Opening TBD
- Request for Construction Funding TBD
- TAC TBD

** Italicized dates are projected*

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

DESIGN SERVICES

Under this phase, the ENGINEER will collect and review existing site data, including site conditions of the work area. The ENGINEER will also prepare and obtain OWNER's approval of detailed drawings which show the scope of the work to be performed by contractors on the PROJECT, including such specifications, instructions to bidders, general conditions, special conditions and technical provisions required by the OWNER.

The ENGINEER will furnish the OWNER engineering data for, and assign in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.

The ENGINEER will prepare for review and approval of the OWNER and TAD, front end documents, contract documents, technical specifications and bid schedules specific to the project.

- Technical Specifications will be based on the most current versions of FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction on Airports. For work not covered by the FAA Advisory Circulars, the ENGINEER will prepare specifications consistent with the ENGINEER's master specifications.

The ENGINEER will prepare an Engineer's Opinion of Probable Construction Cost, to be submitted with the 30% Plans and Specifications. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract.

The ENGINEER will provide a preliminary Engineer's Report at the 30% stage for review by TAD.

The ENGINEER will provide one (1) copy of the 30% Plans for the OWNERS use and one (1) copy of the 30% Plans TAD's use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications and Engineer's Opinion of Probable Construction Cost in .pdf format, and any requested CAD files.

A formal design review meeting will be held onsite at the Airport for 30% preliminary design review.

A preliminary sheet list is provided below:

Number of Sheets	Sheet Name
1	TITLE SHEET
1	CONSTRUCTION SAFETY AND PHASING PLAN
1	GENERAL NOTES AND SUMMARY OF QUANTITIES (PRELIM)
3	EXISTING CONDITIONS
2	SITE DEMOLITION PLAN
2	SITE LAYOUT PLAN
2	SITE GRADING AND DRAINAGE (PRELIM)
3	TAXIWAY ALPHA PLAN/PROFILE
1	CIVIL DETAILS

BIDDING SERVICES

Bidding services are not included in the preliminary design contract but may be added by amendment at a later time.

GEOTECHNICAL INVESTIGATION

Under this phase, the ENGINEER will subcontract a qualified sub-consultant to perform asphalt cores through the existing pavement. Coring locations will be selected based on observed distress of the pavement and will be obtained in both highly distressed locations and less distressed locations to evaluate a range of conditions. The cores will provide a measurement of the thickness of the asphalt and stone base in place.

The sub-consultant will also test the soil subgrade using a dual-mass penetrometer below the pavement section. Samples of the subgrade soils will be obtained and laboratory testing including natural moisture and Atterberg limits tests will be performed. The sub-consultant will also provide a California Bearing Ratio (CBR) value to be used in design of the project. All tests will be conducted in accordance with applicable ASTM standards.

The sub-consultant will evaluate the field and laboratory data in order to provide recommendations relative to site preparation and pavement design and provide a full report.

SPECIAL SERVICES

Topographical Survey

The ENGINEER will perform a topographic survey in order to properly evaluate the existing surface. The topographic information shall be sufficient to provide a one (1) foot contour interval. All above ground features will be located as well as drainage structures and pipe flow lines.

Survey datum shall be based on the TN state plane coordinate system. It is assumed that permanent control points exist on the field. Existing permanent control points will be used as benchmarks for the project. Temporary control points will also be established during design and utilized during construction.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**

The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, TAD, and other federal, state and local agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

- **Quality Control**

Provide quality control reviews and incorporation of comments in accordance with the ENGINEER's Quality Control Program. In addition, review comments provided by the OWNER, TAD and other agencies reviews of deliverables will be incorporated as appropriate.

EXHIBIT "C"

COMPENSATION

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

BASIC SERVICES

1. The ENGINEER shall be compensated for Preliminary Design Services identified in the Scope of Services by the Owner in proportion to the completed design. Said total compensation shall be a lump sum fee of:

\$ 54,347.00

2. The ENGINEER shall be compensated for a CATEX checklist identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 2,500.00

3. The ENGINEER shall be compensated for a Geotechnical Investigation identified in the Scope of Services by the Owner. Said total compensation to be based on invoiced amount from an approved geotechnical subcontractor at cost. Said total compensation shall be a lump sum fee of:

\$ 17,090.00

SPECIAL SERVICES

4. The ENGINEER shall be compensated for Design Surveying Services identified in the Scope of Services by the OWNER. Said total compensation shall be a lump sum fee of:

\$ 24,796.00

EXHIBIT "D"
SUMMARY OF PROFESSIONAL FEES
WORK AUTHORIZATION NO. 21-01
MURFREESBORO MUNICIPAL AIRPORT
TAXIWAY ALPHA AND APRON REHABILITATION

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

January 22, 2021

Project Number:

3741900

TAD Number

TAXIWAY ALPHA AND APRON PRELIMINARY DESIGN

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT			NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT							
A. PRINCIPAL (P)				0	\$76.48	\$0.00	
B. CIVIL ENGINEER (CE)				0	\$53.39	\$0.00	
C. ENGINEER INTERN (EI)				0	\$32.42	\$0.00	
D. ELECTRICAL ENGINEER (EE)				0	\$65.69	\$0.00	
E. ARCHITECT (A)				0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)				0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)				0	\$48.20	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)				0	\$48.20	\$0.00	
I. DESIGNER (D)				0	\$29.43	\$0.00	
J. SECRETARIAL/TYPIST (S)				0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	\$33.87	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:						\$0.00	
COMBINED OVERHEAD:						206.25%	\$0.00
J. DOCUMENTS	SETS	0	0		\$0.10	\$0.00	
K. SHIPPING	SETS	0			\$15.50	\$0.00	
L. TRIPS	MILES	70	0		\$0.560	\$0.00	
M. FLIGHTS			0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE			0		\$11.25	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:						\$0.00	
SUBTOTAL:							\$0.00
OPERATING MARGIN:						15%	\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):						1.28%	\$0.00
TOTAL PROJECT DEVELOPMENT PHASE:							\$0.00
2. DESIGN PHASE							
A. PRINCIPAL (P)				4	\$76.48	\$305.90	
B. CIVIL ENGINEER (CE)				127	\$53.39	\$6,779.90	
C. ENGINEER INTERN (EI)				75	\$32.42	\$2,431.50	
D. ELECTRICAL ENGINEER (EE)				0	\$65.69	\$0.00	
E. ARCHITECT (A)				0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)				0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)				48	\$48.20	\$2,313.60	
H. ENVIRONMENTAL PLANNER (EP)				0	\$48.20	\$0.00	
I. DESIGNER (D)				120	\$29.43	\$3,531.60	
J. SECRETARIAL/TYPIST (S)				0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	\$33.87	\$0.00	
DESIGN PHASE DIRECT LABOR:						\$15,362.50	
COMBINED OVERHEAD:						206.25%	\$31,685.15
L. TOTAL PLAN SHEETS (50%)	SETS	0	0		\$2.50	\$0.00	
M. SHIPPING (50%)	SETS	0			\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%)	SETS	0	0		\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%)	SETS	0	0		\$2.50	\$0.00	
P. SHIPPING (90%)	SETS	0			\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL)	SETS	0	1		\$0.10	\$0.10	
R. TOTAL PLAN SHEETS (FINAL)	SETS	0	0		\$2.50	\$0.00	
S. SHIPPING (FINAL)	SETS	0			\$40.00	\$0.00	
T. TRIPS	MILES	70	1		\$0.560	\$39.200	
U. FLIGHTS			0		\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE			0		\$11.25	\$0.00	
DESIGN PHASE EXPENSES:						\$39.30	
SUBTOTAL:							\$47,086.94
OPERATING MARGIN:						15%	\$7,063.04
FCCM (APPLIED TO DIRECT LABOR ONLY):						1.28%	\$196.64
TOTAL DESIGN PHASE:							\$54,347.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)				NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST		TOTAL COST
3. BID PHASE								
A. PRINCIPAL (P)					0	\$76.48		\$0.00
B. CIVIL ENGINEER (CE)					0	\$53.39		\$0.00
C. ENGINEER INTERN (EI)					0	\$32.42		\$0.00
D. ELECTRICAL ENGINEER (EE)					0	\$65.69		\$0.00
E. ARCHITECT (A)					0	\$65.28		\$0.00
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00		\$0.00
G. AVIATION PLANNER (AP)					0	\$48.20		\$0.00
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20		\$0.00
I. DESIGNER (D)					0	\$29.43		\$0.00
J. SECRETARIAL/TYPIST (S)					0	\$25.75		\$0.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87		\$0.00
BID PHASE DIRECT LABOR:								\$0.00
COMBINED OVERHEAD:				206.25%				\$0.00
L. DOCUMENTS SETS				200		\$0.10		\$0.00
M. SHIPPING						\$40.00		\$0.00
N. TRIPS MILES				0		\$0.560		\$0.000
O. FLIGHTS				0		\$750.00		\$0.00
P. TRAVEL SUBSTINENCE				0		\$11.25		\$0.00
BID PHASE EXPENSES:								\$0.00
SUBTOTAL:								\$0.00
OPERATING MARGIN:				15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$0.00
TOTAL BID PHASE:								\$0.00
4. CONSTRUCTION PHASE								
A. PRINCIPAL (P)					0	\$76.48		\$0.00
B. CIVIL ENGINEER (CE)					0	\$53.39		\$0.00
C. ENGINEER INTERN (EI)					0	\$32.42		\$0.00
D. ELECTRICAL ENGINEER (EE)					0	\$65.69		\$0.00
E. ARCHITECT (A)					0	\$65.28		\$0.00
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00		\$0.00
G. AVIATION PLANNER (AP)					0	\$48.20		\$0.00
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20		\$0.00
I. DESIGNER (D)					0	\$29.43		\$0.00
J. SECRETARIAL/TYPIST (S)					0	\$25.75		\$0.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87		\$0.00
CONSTRUCTION PHASE DIRECT LABOR:								\$0.00
COMBINED OVERHEAD:				206.25%				\$0.00
J. DOCUMENTS SETS				0		\$0.10		\$0.00
K. SHIPPING						\$40.00		\$0.00
L. TRIPS MILES				70		\$0.560		\$0.000
M. FLIGHTS				0		\$750.00		\$0.00
N. TRAVEL SUBSTINENCE				0		\$11.25		\$0.00
CONSTRUCTION PHASE EXPENSES:								\$0.00
SUBTOTAL:								\$0.00
OPERATING MARGIN:				15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$0.00
TOTAL CONSTRUCTION PHASE:								\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT								
PROJECT DEVELOPMENT PHASE					\$0.00	0%		
DESIGN PHASE					\$54,347.00	100%		
BID PHASE					\$0.00	0%		
CONSTRUCTION PHASE					\$0.00	0%		
TOTAL SECTION A:								\$54,347.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES								
1. CATEx CHECKLIST								\$2,500.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (SUBCONTRACTED)								\$17,090.00
3. DBE PLAN UPDATE & REPORTING								
TOTAL SECTION B:								\$19,590.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):								\$73,937.00

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)

SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES									
1. CONSTRUCTION MATERIALS TESTING SERVICES									
2. AIRPORT LAYOUT PLAN									
3. AIRPORT LAYOUT PLAN UPDATE									
4. RUNWAY JUSTIFICATION STUDY									
TOTAL SECTION C:									\$0.00
SECTION D: SURVEY									
12 DAYS OF DESIGN SURVEY									
12 DAYS OF CONSTRUCTION SURVEY									
6 TOTAL DAYS OF SURVEY									
1. 2-MAN SURVEY CREW (1 PARTY CHIEF, 1 INSTRUMENT MAN)									
REGULAR		96	HRS @	\$55.05 / HR =	\$5,284.80				
OVERTIME		0	HRS @	\$82.57 / HR =	\$0.00				
2. SURVEY MANAGER		24	HRS @	\$39.48 / HR =	\$947.52				
4. SURVEY PROCESSOR		24	HRS @	\$39.48 / HR =	\$947.52				
DIRECT LABOR TOTAL SECTION D:					\$7,179.84				
COMBINED OVERHEAD:					206.25%	\$14,808.42			
5. AUTO EXPENSES	12 DAYS @	70	MILES/DAY @	\$0.560 =	\$470.40				
6. PER DIEM	0 DAYS @		/ DAY / PERSON =		\$0.00				
EXPENSES TOTAL SECTION D:					\$470.40				
SUBTOTAL:									\$22,458.66
OPERATING MARGIN:									10% \$2,245.87
FCCM (APPLIED TO DIRECT LABOR ONLY):									1.28% \$91.90
TOTAL SECTION D:									\$24,796.00
SECTION E: ENVIRONMENTAL									
1. ADEM PERMITTING									
2. COE 404 PERMITTING									
3. ENVIRONMENTAL ASSESSMENT									
4. WETLAND DELINEATION SURVEY									
TOTAL SECTION E:									\$0.00
SECTION F: RESIDENT PROJECT REPRESENTATIVE									
CALENDAR DAY CONTRACT									
1. RESIDENT PROJ. REPS	DAYS @	8	HRS @	\$33.87 / HR =	\$0.00				
DIRECT LABOR TOTAL SECTION F:					\$0.00				
COMBINED OVERHEAD:					206.25%	\$0.00			
2. AUTO EXPENSES	DAYS @	70	MILES/DAY @	\$0.560	\$0.00				
3. PER DIEM	DAYS @		\$11.25 / DAY =		\$0.00				
EXPENSES TOTAL SECTION F:					\$0.00				
SUBTOTAL:									\$0.00
OPERATING MARGIN:									10% \$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):									1.28% \$0.00
TOTAL SECTION F:									\$0.00
TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)									\$24,796.00

GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services)	\$98,733.00
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ADDITIONAL PROJECT EXPENSES (IF REQUIRED)									
1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF \$250,000 OR MORE)									
2. NEWSPAPER ADVERTISING									
3. PAVEMENT ANALYSIS AND TESTING									
4. GEOTECHNICAL EVALUATION									
5. CONSTRUCTION TESTING									
TOTAL ADDITIONAL PROJECT EXPENSES:									\$0.00

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Approach design Work Authorization

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Design effort to ensure a safe approach for Runway 36 is maintained.

Staff Recommendation

Approve the Work Authorization with Barge Design Solutions.

Background Information

For over two decades, the Airport has been mitigating obstructions to the approach for Runway 36 through tree trimming and tree removal. The Airport is no longer able to maintain this approach per Federal Aviation Administration standards at its current location. Working with the Tennessee Aeronautics Division, Federal Aviation Administration, and Barge Design Solutions, the Airport will be designing a displaced threshold and new approach. Over the next several years the Airport, working with the federal and state agencies and our neighbors, will begin efforts to mitigate the various obstructions to the approach so that the threshold and approach can eventually be relocated back to its current location.

Council Priorities Served

Maintain public safety

The maintenance of the approaches into the Murfreesboro Municipal Airport are key to ensuring safe transportation of our citizens and visitors to our community.

Fiscal Impact

This \$71,800 design project is 100% federally funded.

Attachments

Work Authorization

EXHIBIT "A"

WORK AUTHORIZATION NO. 21-02

MURFREESBORO MUNICIPAL AIRPORT

RUNWAY CRACK SEAL, SEAL COAT, AND REMARKING

(TAD Project Identification No.)

Date: _____

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Design and bidding services for Runway 18-36 Crack Seal, Seal Coat, and Runway Remarking (including threshold relocation and related NAVAIDs and electrical). See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

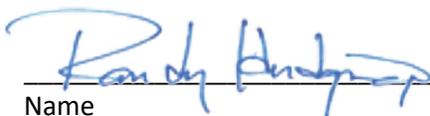
A total compensation budget of **\$71,752** is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Murfreesboro

Barge Design Solutions, Inc.

Name



Name

Date: _____

Date: 5/13/21

EXHIBIT "B"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 21-02

MURFREESBORO MUNICIPAL AIRPORT

RUNWAY CRACK SEAL, SEAL COAT, AND REMARKING

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Crack Seal and Seal Coat Runway 18-36
- B. Remark Runway 18-36 (including threshold relocation and related NAVAIDs and electrical)

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes dated 12/22/2020.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13A, Change 1 Airport Design
- FAA AC 150/5320-5D Airport Drainage Design
- FAA AC 150/5370-10H Standards for Specifying Construction on Airport
- FAA AC 150/5370-2G Operation Safety on Airports During Construction

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits C and D for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

1. This scope and fee is limited to Design and Bidding phase services for this project. Construction Administration, Resident Project Representative, Construction Testing and other services may be added by amendment at a later date.
2. A hydrologic study of airfield drainage is not included in the scope of work for this project.
3. Preparation and coordination of a SWPPP is not anticipated for this project.
4. The tentative Design Schedule has been included below. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER's Scope, Fee and Production Schedule.
5. The OWNER shall provide any specific contracting requirements to be included in the Front-End Documents prior to the 30% Design Submittal.
6. The ENGINEER will provide 24" x 36" hard copies and electronic files (PDF) of the Project Documents to the OWNER and TDOT-Aeronautics Division (TAD) for review at 30%, 90%, and Final milestones. Please refer to the individual Phases outlined in this Scope of Services for additional information pertaining to specific deliverables.
7. The costs for obtaining construction permits are excluded in the fees under this Agreement.
8. Designs are based on visual observations from site trips. Unforeseen conditions that require repair may be revealed during construction. Additional Engineering services to address unforeseen conditions will be negotiated as required.

Tentative Project Schedule

The following Tentative milestone schedule has been established for this project:

- Barge WA Submitted to TDOT February 26, 2021
- Preliminary Design Grant May 2021
- Client/TDOT Approval of WA May 2021
- Design Notice to Proceed May 2021
- Preliminary Design Submittal July 2021
- 90% Design Submittal September 2021
- 90% Design Review Mtg September 2021
- Final Design Submittal October 2021
- Advertisement for Bids TBD
- Pre-Bid Meeting TBD
- Bid Opening TBD
- Request for Construction Funding TBD
- TAC TBD

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

DESIGN SERVICES

Under this phase, the ENGINEER will collect and review existing site data, including site conditions of the work area. The ENGINEER will also prepare and obtain OWNER's approval of detailed drawings which show the scope of the work to be performed by contractors on the PROJECT, including such specifications, instructions to bidders, general conditions, special conditions and technical provisions required by the OWNER.

The ENGINEER will furnish the OWNER engineering data for, and assign in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.

The ENGINEER will prepare for review and approval of the OWNER and TAD, front end documents, contract documents, technical specifications and bid schedules specific to the project.

- Technical Specifications will be based on the most current versions of FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction on Airports. For work not covered by the FAA Advisory Circulars, the ENGINEER will prepare specifications consistent with the ENGINEER’s master specifications.

The ENGINEER will prepare an Engineer’s Opinion of Probable Construction Cost, to be submitted with the 30% Plans and Specifications. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract.

The ENGINEER will provide a preliminary Engineer’s Report at the 30% stage for review by TAD.

The ENGINEER will provide one (1) copy of the 30% Plans, 90% Plans and Final plans for the OWNERS use and one (1) copy of the 30% Plans, 90% Plans, and Final Plans for TAD’s use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications and Engineer’s Opinion of Probable Construction Cost in .pdf format, and any requested CAD files.

A formal design review meeting will be held onsite at the Airport for 30% preliminary design review and the 90% final design review.

A preliminary sheet list is provided below:

Number of Sheets	Sheet Name
1	TITLE SHEET
1	CONSTRUCTION SAFETY AND PHASING PLAN
1	GENERAL NOTES AND SUMMARY OF QUANTITIES (PRELIM)
3	EXISTING CONDITIONS
2	SITE DEMOLITION PLAN
2	AIRFIELD MARKING PLAN
2	MARKING DETAILS
1	RUNWAY 36 THRESHOLD LIGHTING PLAN
1	RUNWAY 36 PAPI SIGHTING PLAN
1	ELECTRICAL DETAILS

BIDDING SERVICES

Under this phase, the ENGINEER will assemble and compile the work products developed under the design tasks and prepare a set of construction drawings for the project. The drawing package will include such drawings as the ENGINEER deems appropriate and necessary to bid and construct the project.

The ENGINEER will provide support to the OWNER in order to advertise, receive bids, and award construction contracts based on the construction documents prepared by the ENGINEER. Specific support to be provided will include:

- Providing sets of the Contract Documents to contractors seeking to submit bid proposals. Contractors will be able to purchase Contract Documents from BARGE for a non-refundable fee to cover the costs to reproduce and ship the documents.
- Respond to bidder's questions in writing through the issuance of any addenda to the Contract Documents.
- Development and issuance of any Construction Drawing or Specification Revisions for inclusion in any addenda to the Bid Documents.
- Conduct bid opening meeting.
- Prepare a Certified Tabulation of Submitted Bids and submit to the OWNER.
- Assist the OWNER in evaluation of bids and preparation of a recommendation of award of the contract based on the specified criteria.

The ENGINEER will provide one full size copy each of the 'Issued for Bid' Plans and Specifications for the OWNER's use and one full size copy each of the 'Issued for Bid' Plans and Specifications for TDOT's use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications in PDF and any requested CAD files.

The ENGINEER will also provide addenda, written responses to Bidder questions and any Construction Drawing or Specification Revisions or Clarifications to be included in addenda, Certified Bid Tabulation, and recommendation of award.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**
The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, TAD, and other federal, state and local

agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

- **Quality Control**

Provide quality control reviews and incorporation of comments in accordance with the ENGINEER's Quality Control Program. In addition, review comments provided by the OWNER, TAD and other agencies reviews of deliverables will be incorporated as appropriate.

EXHIBIT "C"

COMPENSATION

WORK AUTHORIZATION NO. 21-02

MURFREESBORO MUNICIPAL AIRPORT

RUNWAY CRACK SEAL, SEAL COAT, AND REMARKING

BASIC SERVICES

1. The ENGINEER shall be compensated for Preliminary Design Services identified in the Scope of Services by the Owner in proportion to the completed design. Said total compensation shall be a lump sum fee of:

\$ 61,492.00

2. The ENGINEER shall be compensated for a CATEX checklist identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 2,500.00

3. The ENGINEER shall be compensated for Bidding Services identified in the Scope of Services by the OWNER. Said total compensation shall be a lump sum fee of:

\$ 7,760.00

EXHIBIT "D"
SUMMARY OF PROFESSIONAL FEES
WORK AUTHORIZATION NO. 21-02
MURFREESBORO MUNICIPAL AIRPORT
RUNWAY CRACK SEAL, SEAL COAT, AND REMARKING

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

January 22, 2021

Project Number:

3741901

TAD Number

RUNWAY CRACK SEAL, SEAL COAT, AND REMARK

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT	NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT					
A. PRINCIPAL (P)		0	\$76.48	\$0.00	
B. CIVIL ENGINEER (CE)		0	\$53.39	\$0.00	
C. ENGINEER INTERN (EI)		0	\$32.42	\$0.00	
D. ELECTRICAL ENGINEER (EE)		0	\$65.69	\$0.00	
E. ARCHITECT (A)		0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)		0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)		0	\$48.20	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$48.20	\$0.00	
I. DESIGNER (D)		0	\$29.43	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$25.75	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.87	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:				\$0.00	
COMBINED OVERHEAD:				206.25%	\$0.00
J. DOCUMENTS	SETS	0	\$0.10	\$0.00	
K. SHIPPING	SETS	0	\$15.50	\$0.00	
L. TRIPS	MILES	70	\$0.560	\$0.00	
M. FLIGHTS		0	\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE		0	\$11.25	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$0.00
OPERATING MARGIN:				15%	\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%	\$0.00
TOTAL PROJECT DEVELOPMENT PHASE:					\$0.00
2. DESIGN PHASE					
A. PRINCIPAL (P)		3	\$76.48	\$229.43	
B. CIVIL ENGINEER (CE)		117	\$53.39	\$6,246.05	
C. ENGINEER INTERN (EI)		103	\$32.42	\$3,339.26	
D. ELECTRICAL ENGINEER (EE)		38	\$65.69	\$2,496.22	
E. ARCHITECT (A)		0	\$65.28	\$0.00	
F. SENIOR AVIATION PLANNER (SAP)		0	\$0.00	\$0.00	
G. AVIATION PLANNER (AP)		40	\$48.20	\$1,928.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$48.20	\$0.00	
I. DESIGNER (D)		92	\$29.43	\$2,707.56	
J. SECRETARIAL/TYPIST (S)		16	\$25.75	\$412.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.87	\$0.00	
DESIGN PHASE DIRECT LABOR:				\$17,358.51	
COMBINED OVERHEAD:				206.25%	\$35,801.93
L. TOTAL PLAN SHEETS (50%)	SETS	0	\$2.50	\$0.00	
M. SHIPPING (50%)	SETS	0	\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%)	SETS	0	\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%)	SETS	0	\$2.50	\$0.00	
P. SHIPPING (90%)	SETS	0	\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL)	SETS	0	\$0.10	\$0.10	
R. TOTAL PLAN SHEETS (FINAL)	SETS	0	\$2.50	\$0.00	
S. SHIPPING (FINAL)	SETS	0	\$40.00	\$0.00	
T. TRIPS	MILES	70	\$0.560	\$117.600	
U. FLIGHTS		0	\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE		0	\$11.25	\$0.00	
DESIGN PHASE EXPENSES:				\$117.70	
SUBTOTAL:					\$53,278.14
OPERATING MARGIN:				15%	\$7,991.72
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%	\$222.19
TOTAL DESIGN PHASE:					\$61,492.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)				NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST		TOTAL COST
3. BID PHASE								
A. PRINCIPAL (P)					0	\$76.48		\$0.00
B. CIVIL ENGINEER (CE)					12	\$53.39		\$640.62
C. ENGINEER INTERN (EI)					10	\$32.42		\$324.20
D. ELECTRICAL ENGINEER (EE)					2	\$65.69		\$131.38
E. ARCHITECT (A)					0	\$65.28		\$0.00
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00		\$0.00
G. AVIATION PLANNER (AP)					18	\$48.20		\$867.60
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20		\$0.00
I. DESIGNER (D)					0	\$29.43		\$0.00
J. SECRETARIAL/TYPIST (S)					8	\$25.75		\$206.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87		\$0.00
BID PHASE DIRECT LABOR:								\$2,169.80
COMBINED OVERHEAD:				206.25%				\$4,475.21
L. DOCUMENTS SETS				200		\$0.10		\$0.00
M. SHIPPING						\$40.00		\$0.00
N. TRIPS MILES				70	2	\$0.560		\$78.400
O. FLIGHTS					0	\$750.00		\$0.00
P. TRAVEL SUBSTINENCE					0	\$11.25		\$0.00
BID PHASE EXPENSES:								\$78.40
SUBTOTAL:								\$6,723.41
OPERATING MARGIN:				15%				\$1,008.51
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$27.77
TOTAL BID PHASE:								\$7,760.00
4. CONSTRUCTION PHASE								
A. PRINCIPAL (P)					0	\$76.48		\$0.00
B. CIVIL ENGINEER (CE)					0	\$53.39		\$0.00
C. ENGINEER INTERN (EI)					0	\$32.42		\$0.00
D. ELECTRICAL ENGINEER (EE)					0	\$65.69		\$0.00
E. ARCHITECT (A)					0	\$65.28		\$0.00
F. SENIOR AVIATION PLANNER (SAP)					0	\$0.00		\$0.00
G. AVIATION PLANNER (AP)					0	\$48.20		\$0.00
H. ENVIRONMENTAL PLANNER (EP)					0	\$48.20		\$0.00
I. DESIGNER (D)					0	\$29.43		\$0.00
J. SECRETARIAL/TYPIST (S)					0	\$25.75		\$0.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.87		\$0.00
CONSTRUCTION PHASE DIRECT LABOR:								\$0.00
COMBINED OVERHEAD:				206.25%				\$0.00
J. DOCUMENTS SETS				0		\$0.10		\$0.00
K. SHIPPING						\$40.00		\$0.00
L. TRIPS MILES				70	0	\$0.560		\$0.000
M. FLIGHTS					0	\$750.00		\$0.00
N. TRAVEL SUBSTINENCE					0	\$11.25		\$0.00
CONSTRUCTION PHASE EXPENSES:								\$0.00
SUBTOTAL:								\$0.00
OPERATING MARGIN:				15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				1.28%				\$0.00
TOTAL CONSTRUCTION PHASE:								\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT								
PROJECT DEVELOPMENT PHASE					\$0.00	0%		
DESIGN PHASE					\$61,492.00	89%		
BID PHASE					\$7,760.00	11%		
CONSTRUCTION PHASE					\$0.00	0%		
							TOTAL SECTION A:	\$69,252.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES								
1. CATLEX CHECKLIST								\$2,500.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (SUBCONTRACTED)								
3. DBE PLAN UPDATE & REPORTING								
							TOTAL SECTION B:	\$2,500.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):								\$71,752.00

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)

SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES										
1. CONSTRUCTION MATERIALS TESTING SERVICES										\$0.00
2. AIRPORT LAYOUT PLAN										\$0.00
3. AIRPORT LAYOUT PLAN UPDATE										\$0.00
4. RUNWAY JUSTIFICATION STUDY										\$0.00
TOTAL SECTION C:										\$0.00
SECTION D: SURVEY										
1. 2-MAN SURVEY CREW (1 PARTY CHIEF, 1 INSTRUMENT MAN)										
REGULAR				HRS @	\$43.85 / HR =				\$0.00	
OVERTIME	0			HRS @	\$65.78 / HR =				\$0.00	
2. SURVEY MANAGER				HRS @	\$39.48 / HR =				\$0.00	
4. SURVEY PROCESSOR				HRS @	\$39.48 / HR =				\$0.00	
DIRECT LABOR TOTAL SECTION D:										\$0.00
COMBINED OVERHEAD:										206.25%
COMBINED OVERHEAD:										\$0.00
5. AUTO EXPENSES		DAYS @	70	MILES/DAY @	\$0.560 =				\$0.00	
6. PER DIEM	0	DAYS @		/ DAY / PERSON =					\$0.00	
EXPENSES TOTAL SECTION D:										\$0.00
SUBTOTAL:										\$0.00
OPERATING MARGIN:										10%
OPERATING MARGIN:										\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):										1.28%
FCCM (APPLIED TO DIRECT LABOR ONLY):										\$0.00
TOTAL SECTION D:										\$0.00
SECTION E: ENVIRONMENTAL										
1. ADEM PERMITTING										\$0.00
2. COE 404 PERMITTING										\$0.00
3. ENVIRONMENTAL ASSESSMENT										\$0.00
4. WETLAND DELINEATION SURVEY				DAYS @						\$0.00
TOTAL SECTION E:										\$0.00
SECTION F: RESIDENT PROJECT REPRESENTATIVE										
1. RESIDENT PROJ. REPS		CALENDAR DAY CONTRACT								
		DAYS @	8	HRS @	\$33.87 / HR =				\$0.00	
DIRECT LABOR TOTAL SECTION F:										\$0.00
COMBINED OVERHEAD:										206.25%
COMBINED OVERHEAD:										\$0.00
2. AUTO EXPENSES		DAYS @	70	MILES/DAY @	\$0.560				\$0.00	
3. PER DIEM		DAYS @		\$11.25 / DAY =					\$0.00	
EXPENSES TOTAL SECTION F:										\$0.00
SUBTOTAL:										\$0.00
OPERATING MARGIN:										10%
OPERATING MARGIN:										\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):										1.28%
FCCM (APPLIED TO DIRECT LABOR ONLY):										\$0.00
TOTAL SECTION F:										\$0.00
TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)										\$0.00

GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services)	\$71,752.00
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ADDITIONAL PROJECT EXPENSES (IF REQUIRED)										
1. ADDITIONAL OBSTRUCTION ANALYSIS (QUAMTUM SPACIAL)										\$750.00
2. NEWSPAPER ADVERTISING										\$0.00
3. PAVEMENT ANALYSIS AND TESTING										\$0.00
4. GEOTECHNICAL EVALUATION										\$0.00
5. CONSTRUCTION TESTING				DAYS @						\$0.00
TOTAL ADDITIONAL PROJECT EXPENSES:										\$750.00

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Annual Airport Rental Rate Adjustments

Department: Airport

Presented by: Chad Gehrke, Airport 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

Increase in the annual rental rates at the Murfreesboro Municipal Airport.

Staff Recommendation

Approve the 4% increase in various rental rates at the Airport.

Background Information

Each year the Airport Commission reviews the various rental rates of its T-hangars, tie-downs, office space, and other areas and adjusts the rates to reflect the cost to maintain the Airport. Typically, annual rental rate increases have been a 3% increase, which has proven to consistently cover increasing operational costs. Last year the Airport Commission recommended to freeze the rental rates in light of the uncertain economic impact of the pandemic. The impact proved to be marginal; however, to address recent increasing costs of construction, supplies, and to continue improving the level of services offered at the Airport, the Commission recommends a 4% increase in its various rental rates.

Council Priorities Served

Responsible budgeting

Operating with a conservative budget each year, incremental annual rental rate increases have allowed the Airport to maintain its facilities and levels of services and continue to be an economic asset for the community.

Fiscal Impact

The proposed 4% rental rate increase will increase the monthly rental rates. The smallest increase is \$2 for an aircraft tie-down and the largest is \$56 for a 4,030 square foot corporate box hangar. The Airport expects to realize approximately \$68,000 in additional revenues with the proposed rate increase and other programed enhancements.

	July 2019 monthly rent	2021 Proposed Increase	Rent Starting 1-Jul-21
T-Hangar Rent			
A, B, C	205	4%	\$213
D, E	263	4%	\$274
F, H	282	4%	\$293
G	438	4%	\$456
I and L West Side	331	4%	\$344
J, K, L	341	4%	\$355
J,	454	4%	\$472
End Units Small	54	4%	\$56
End Units Large	64	4%	\$67
Commercial Hangars			
Box 1, 2, 4	1,452	4%	\$1,510
Tie-Downs/Catering			
Overnight/Monthly	65	4%	\$68

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Air Packs and Cylinders for New 75' Aerial Ladder Truck

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Purchase of air packs and cylinders for new 75' aerial ladder truck.

Staff Recommendation

Approval to purchase five air packs and 10 air cylinders for new 75' aerial ladder truck.

Background Information

MFRD desires to purchase five Air-Pak X3 Pro SCBA and 10 air cylinders for a total of \$40,778. The air packs and cylinders are for the new 75' Aerial Ladder Truck which should be completed in May 2022. MFRD requests approval to purchase these air packs and cylinders from Municipal Emergency Services (MES) through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. Cooperative purchasing is permitted by state statute and the City's Purchasing Code.

Council Priorities Served

Maintain public safety

Air packs are a critical piece of personal protective equipment for MFRD personnel.

Fiscal Impacts

The five air packs and 10 cylinders total \$40,778 and is included in FY19 CIP.

Attachments

1. HGACBuy Bid Package
2. HGACBuy Quote
3. MES Agreement



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

BIDS

PROPOSALS

INVITATION No.: EE08-19

ISSUE DATE: **March 7, 2019**

CATEGORY: **Emergency Medical & Rescue Equipment**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	January 10, 2019
PRE-BID/PROPOSAL CONFERENCE:	February 7, 2019 @ 9:00 a.m. CT; H-GAC Offices
FINAL SPECIFICATION / INVITATION:	March 7, 2019
BID/PROPOSAL RESPONSES DUE:	April 4, 2019 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	April 4, 2019 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	May 21, 2019
CONTRACT START DATE & TERM:	August 01, 2019 through July 31, 2021
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Jackie Palmer	Phone: 713-993-2466 E-mail: jpalmer@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. **EE08-19**
DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EE08-19

Date Prepared:

6/1/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MURFREESBORO FIRE DEPT	Contractor:	Municipal Emergency Services
Contact Person:	Chief Mark Foulks	Prepared By:	Janet Cardenas
Phone:	(615) 893-1422	Phone:	1-800-784-0404
Fax:		Fax:	281-442-9199
Email:	mfoulks@murfreesborotn.com	Email:	jcardenas@mesfire.com

Catalog / Price Sheet Name:	Scott
General Description of Product/ Product Code	EE19ADA

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
4	X8914025305A04 Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, SEMS II Pro, No Case, Packaged 2 SCBA Per Box (Black) HGAC Pricing 15% Off List Price of \$9385.00	\$7,977.25	\$31,909.00
1	X8914025305A03 Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, SEMS II Pro, No Case, Packaged 1 SCBA Per Box (Black) L HGAC Pricing 15% Off List Price of \$9,385.00	\$7,977.25	\$7,977.25
10	200129-01 Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) HGAC Pricing 15% Off List Price of \$1,635.00	\$1,389.75	\$13,897.50
Total From Other Sheets, If Any:			
Subtotal A:			\$53,783.75

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
Total From Other Sheets, If Any:			
Subtotal B:			\$0.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SPECIAL DISCOUNT	-\$13,005.60
Subtotal C:	
	-\$13,005.60

Delivery Date: 8-10 Weeks

D. Total Purchase Price (A+B+C):

\$40,778.15

Agreement for Air Packs and Cylinders for Aerial Truck

This Agreement is entered into and effective as of the 24th day of June 2021 by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Municipal Emergency Services**, a corporation of the State of Nevada ("Contractor").

This Agreement consists of the following documents:

- This document
- The Houston-Galveston Area Council Cooperative Agreement No. EE08-19, effective date August 1, 2019 through July 31, 2021 (hereinafter, HGAC Agreement)
- Contractor's Proposal dated June 1, 2021
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, the Houston-Galveston Area Council Cooperative Agreement No. EE08-19, effective date August 1, 2019 through July 31, 2021 (HGAC Agreement)
- Lastly, HGACBuy's Contract Pricing Worksheet prepared by Contractor and dated June 1, 2021

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase:

*Four (4) X8914025305A04 Air-Pak X3 Pro SCBA Air Packs,

*One (1) X8914025305A03 Air-Pak X3 Pro SCBA Air Packs,

*Ten (10) 200129-01 Snap-C Air Cylinders,

as per descriptions listed on HGACBuy's Pricing Worksheet dated 6/1/2021 and the HGAC Agreement.

2. Term. This Agreement shall not be effective until approved by the City Council and signed by all required parties.

3. Termination. Contractor's performance may be terminated in whole or in part:

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

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

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the HGAC Agreement and the Contractor's Proposal which reflects four (4) X8914025305A04 Air-Pak X3 Pro SCBA Air Packs and one (1) X8914025305A03 Air-Pak X3 Pro SCBA Air Packs at a price of \$7,977.25 each **and** ten (10) 200129-01 Snap-C Air Cylinders at a price of \$1,389.75 each for **Total Purchase Price of Forty Thousand Seven Hundred Seventy-Eight Dollars and Fifteen Cents (\$40,778.15).**
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. Provided goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order, the City agrees to pay Contractor at net 30 days after receiving an invoice. Invoices must bear the purchase order number.
- c. Deliveries of all items shall be made within 8-10 weeks of order to: 202 East Vine Street, Murfreesboro, TN 37130. Delivery Contact: Assistant Chief Kaye Jernigan (tel.: 615-893-1422, email: kjernigan@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated on Contractor's Proposal. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received that fail to meet the specifications set forth in either Contractor's Proposal.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

5. Warranty. Contractor agrees to the standard manufacturer's warranty. The warranty period begins on the date the equipment is delivered and accepted by City.

6. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

7. Work Product. Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

- 8. Insurance.** Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement. In addition, Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”
- 9. Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1) Procure for the City the right to continue using the products or services.
 - 2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
Municipal Emergency Services
Attn: Tom Bottoms
12 Turnberry Ln.
Sandy Hook CT 06482
tbottoms@mesfire.com

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor

certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and sub-contractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified protected veterans.**
- c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified individuals with disabilities.**

18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written

consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- 20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, epidemic, pandemic, public health crisis, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of June 24, 2021 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

MUNICIPAL EMERGENCY SERVICES

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Tom Bottoms
Tom Bottoms, Regional Vice President

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Approval to Purchase Equipment from Single Source Provider

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Purchase Equipment for Three New Apparatus from Single Source Provider.

Staff Recommendation

Approve the purchase of equipment from single source provider.

Background Information

MFRD desires to purchase Task Force Tips (TFT) nozzles, valves, gauges, etc. (known as appliances) totaling \$60,730. This equipment is for the new 75' Aerial Ladder Truck which should be completed in May 2022 and two new Pumper Trucks to be completed September 2022. MFRD requests approval to purchase this equipment from EVS/G&W Diesel as they are the primary strategic dealer of TFT products in the State of Tennessee. MFRD uses TFT nozzles and appliances on all apparatus. Different brands of nozzles and appliances are not interoperable with each other. Purchasing TFT products will maintain interoperability within the department. MFRD has personnel that are trained and certified in repairing TFT nozzles and appliances.

Council Priorities Served

Maintain public safety

Nozzles and appliances are essential pieces of equipment on the three new apparatus.

Fiscal Impacts

Nozzles and appliances for the Ladder and one Pumper total \$40,702 and is included in the 2019 Loan. Nozzles and appliances for one Pumper total \$20,028 and is included in MFRD FY22 Operating Budget.

Attachments

1. EVS/G&W Primary Dealer Letter
2. Quotes



3701 Innovation Way
Valparaiso, IN 46383-9511
800-348-2686
219-462-6161
Fax 219-464-7155
sales@tft.com • www.tft.com

NOZZLES
Handline
Industrial
Monitor
Specialty

MONITORS
Truck
Ground
Industrial
Extend-A-Gun
Remote Control

INDUSTRIAL
Nozzles
Monitors

FOAM EQUIPMENT
PRO/pak
Nozzles
Attachments

VALVES
Ball Intake
Jumbo Gate
Jumbo Siamese

ADAPTERS
Nozzle
LDH
Blind Caps
PRV

ACCESSORIES
Pressure Gauges
Ball Valves
Smooth Bores
Stacked Tips

TOOLS
Hydrant Wrench
Spanner Wrench
Hose Roller
Res-O-Me
Res-O-Wrench

REPAIR KITS
Nozzle
LDH
Monitor

TECHNICAL DATA
Training Programs

April 28, 2021

Murfreesboro Fire Rescue
Attn: Assistant Chief of Operations Kaye Jernigan
Murfreesboro, TN
(kjernigan@murfreesborotn.gov)

Dear Chief Jernigan:

Please allow this correspondence to confirm that EVS/G&W Diesel, with an office in Memphis, TN is Task Force Tips' primary strategic dealer for the state of Tennessee.

As Task Force Tips' primary strategic dealer, EVS has the responsibility for providing warranty information and processing, service and technical support, and for the promotion of TFT products through training and education. In addition, as our primary strategic dealer they are also entitled to our most favorable pricing structure.

Please feel free to contact me if there are any questions concerning this confirmation.

Regards,

Jim Menke
Jim Menke
Vice President – Domestic Sales

cc: Chris Carson – Task Force Tips – South Atlantic Territory Manager
Jessi Collums – EVS/G&W Diesel
Megan Walker – EVS/G&W Diesel

CONFIDENTIALITY WARNING:

This message is intended only for the use of the individual or entity to which it is addressed

High Performance Fire-Suppression Equipment
Registered by UL to ISO 9001:2008 A7210



EMERGENCY VEHICLE SPECIALISTS

Ladder

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

Quote Number 00001329

Date 5/27/2021

Expiration Date 7/30/2021

Contact Name Kaye Jernigan

Phone 615-893-1422

Company Name Murfreesboro Fire Department (TN)

Account Number 3490

Bill To 220 Nw Broad Street
Murfreesboro, Tennessee 37130
United States

Ship To 1311 Jones Blvd
Murfreesboro, Tennessee 37129
United States

Telephone

Salesperson Joe Pennington

Freight Included No Charge

Salesperson Email joepennington@gwevs.com

Quantity	Vendor	Part Number	Description	Notes	Unit Price	Total Price
2.00	Task Force Tips (TFT)	AYSNJ-NF	Gated Wye 2.5" x (2) 1.5" Short Valve Handles	Engraved: MURFREESBORO FIRE RESCUE	\$315.06	\$630.12
1.00	Task Force Tips (TFT)	PA17	40" Extension Tube		\$148.00	\$148.00
1.00	Task Force Tips (TFT)	A3820	Hose Roller		\$138.75	\$138.75
2.00	Task Force Tips (TFT)	AJ3ST-NX	Detent Elbow 6" Female x 5" Storz		\$391.40	\$782.80
2.00	Task Force Tips (TFT)	AA1HST-NR	Adapter 5" Storz x 4.5" NH Female		\$172.68	\$345.36
1.00	Task Force Tips (TFT)	PA1	Transformer Piercing Nozzle		\$790.00	\$790.00
2.00	Task Force Tips (TFT)	AA1ST-NJ	Adapter 5" Storz x 2.5" Female		\$130.87	\$261.74
1.00	Task Force Tips (TFT)	XXC-52	Blitzfire Monitor, Bracket, Nozzle & Stacked Tip	Engraved: MURFREESBORO FIRE RESCUE	\$3,165.74	\$3,165.74
2.00	Task Force Tips (TFT)	AV5NJ-NJ-SC	Valve 2.5" Female x 2.5" Male Slow Close	Engraved: MURFREESBORO FIRE RESCUE	\$363.53	\$727.06
1.00	Task Force Tips (TFT)	UE-095-NF	Educator 95 GPM, 1.5" NH	Engraved: MURFREESBORO FIRE RESCUE	\$566.50	\$566.50
1.00	Task Force Tips (TFT)	AL21T2TO	LDH Wye 5" Storz x (2) 5" Storz	Engraved: MURFREESBORO FIRE RESCUE	\$1,875.21	\$1,875.21
3.00	Task Force Tips (TFT)	J25G200F	2.5" Inline Pitot Gauge	Engraved: MURFREESBORO FIRE RESCUE	\$263.56	\$790.68
	Task Force			Engraved: MURFREESBORO FIRE		



EMERGENCY VEHICLE SPECIALISTS

SALES QUOTE

800-233-5053
www.gvevs.com

CONWAY, AR		OLIVE BRANCH, MS		MEMPHIS, TN		NASHVILLE, TN	
1.00	Tips (TFT)	AY8ST-NJ	Gated Wye 5" Storz x 2.5	RESCUE		\$1,260.24	\$1,260.24
1.00	Task Force Tips (TFT)	AY5NJ-NJ	Gated Wye 2.5 NH Female x 2.5 NH Male	Engraved: MURFREESBORO FIRE RESCUE		\$927.00	\$927.00
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Blue Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
2.00	Task Force Tips (TFT)	J140FP	2.5" Ball Valve w/ (1) Red & (1) Blue Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$281.74	\$563.48
2.00	Task Force Tips (TFT)	FS95BCP	Bubble Cup Foam Nozzle w/ Purple Pistol & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$354.44	\$708.88
3.00	Task Force Tips (TFT)	ME2TO-354	Metro Fog Nozzle, 250@50	Add MURFREESBORO FIRE Label, Engraved: MURFREESBORO FIRE RESCUE		\$457.44	\$1,372.32
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Orange Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Green Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
4.00	Task Force Tips (TFT)	ME1TO-226	Metro Fog Nozzle 160@50	Add MURFREESBORO FIRE label, Engraved: MURFREESBORO FIRE RESCUE		\$405.94	\$1,623.76
15.00	Task Force Tips (TFT)		Setup Fee Engrave Per Part #			\$25.00	\$375.00
7.00	Task Force Tips (TFT)		Label: ME1TO & ME2TO Nozzle Tip MURFREESBORO FIRE	ME1TO = HM745-MFR & HM740-RED, ME2TO = H745-MFR & H740-RED		\$9.00	\$63.00
35.00	Task Force Tips (TFT)		Engrave MURFREESBORO FIRE RESCUE			\$2.50	\$87.50
2.00	Task Force Tips (TFT)	MST-4NJ	Four Stacked Tips, 2.5" Female	Engraved: MURFREESBORO FIRE RESCUE		\$339.29	\$678.58
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Yellow Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
1.00	Task Force Tips (TFT)	F95BC	Bubble Cup Tip 1.5" NH			\$236.29	\$236.29
1.00	Task Force Tips (TFT)	A3845	3 Wrench Bracket Set			\$138.75	\$138.75
2.00	Task Force Tips (TFT)	XF-SS5-NN	Streamshaper 5" Long, 3.5" Inlet, 2.5" Outlet	Engraved: MURFREESBORO FIRE RESCUE		\$263.56	\$527.12

Quoted By Jessi Collums
Quoted By Email jcollums@gvevs.com

Subtotal \$20,674.20
Tax \$0.00
Total \$20,674.20

Notes For Ladder



EMERGENCY VEHICLE SPECIALISTS

Pumper 1

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

Quote Number 00001328

Date 5/27/2021

Expiration Date 7/30/2021

Contact Name Kaye Jernigan

Phone 615-893-1422

Company Name Murfreesboro Fire Department (TN)

Account Number 3490

Bill To 220 Nw Broad Street
Murfreesboro, Tennessee 37130
United States

Ship To 1311 Jones Blvd
Murfreesboro, Tennessee 37129
United States

Telephone

Salesperson Joe Pennington

Freight Included No Charge

Salesperson Email joepennington@gwevs.com

Quantity	Vendor	Part Number	Description	Notes	Unit Price	Total Price
2.00	Task Force Tips (TFT)	AYSNJ-NF	Gated Wye 2.5" x (2) 1.5" Short Valve Handles	Engraved: MURFREESBORO FIRE RESCUE	\$315.06	\$630.12
1.00	Task Force Tips (TFT)	PA17	40" Extension Tube		\$148.00	\$148.00
1.00	Task Force Tips (TFT)	A3820	Hose Roller		\$138.75	\$138.75
1.00	Task Force Tips (TFT)	AJ3ST-NX	Detent Elbow 6" Female x 5" Storz		\$391.40	\$391.40
2.00	Task Force Tips (TFT)	AA1HST-NR	Adapter 5" Storz x 4.5" NH Female		\$172.68	\$345.36
1.00	Task Force Tips (TFT)	PA1	Transformer Piercing Nozzle		\$790.00	\$790.00
2.00	Task Force Tips (TFT)	AA1ST-NJ	Adapter 5" Storz x 2.5" Female		\$130.87	\$261.74
1.00	Task Force Tips (TFT)	XXC-52	Blitzfire Monitor, Bracket, Nozzle & Stacked Tip	Engraved: MURFREESBORO FIRE RESCUE	\$3,165.74	\$3,165.74
2.00	Task Force Tips (TFT)	AV5NJ-NJ-SC	Valve 2.5" Female x 2.5" Male Slow Close	Engraved: MURFREESBORO FIRE RESCUE	\$363.53	\$727.06
1.00	Task Force Tips (TFT)	UE-095-NF	Educator 95 GPM, 1.5" NH	Engraved: MURFREESBORO FIRE RESCUE	\$566.50	\$566.50
1.00	Task Force Tips (TFT)	AL21T2TO	LDH Wye 5" Storz x (2) 5" Storz	Engraved: MURFREESBORO FIRE RESCUE	\$1,875.21	\$1,875.21
2.00	Task Force Tips (TFT)	J25G200F	2.5" Inline Pitot Gauge	Engraved: MURFREESBORO FIRE RESCUE	\$263.56	\$527.12
	Task Force			Engraved: MURFREESBORO FIRE		



EMERGENCY VEHICLE SPECIALISTS

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

1.00	Tips (TFT)	AY8ST-NJ	Gated Wye 5" Storz x 2.5	RESCUE	\$1,260.24	\$1,260.24
1.00	Task Force Tips (TFT)	AY5NJ-NJ	Gated Wye 2.5 NH Female x 2.5 NH Male	Engraved: MURFREESBORO FIRE RESCUE	\$927.00	\$927.00
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Blue Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE	\$236.29	\$472.58
2.00	Task Force Tips (TFT)	J140FP	2.5" Ball Valve w/ Red Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE	\$281.74	\$563.48
1.00	Task Force Tips (TFT)	FS95BCP	Bubble Cup Foam Nozzle w/ Purple Pistol & Bale	Engraved: MURFREESBORO FIRE RESCUE	\$354.44	\$354.44
3.00	Task Force Tips (TFT)	ME2TO-354	Metro Fog Nozzle, 250@50	Add MURFREESBORO FIRE Label, Engraved: MURFREESBORO FIRE RESCUE	\$493.79	\$1,481.37
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Orange Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE	\$236.29	\$472.58
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Green Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE	\$236.29	\$472.58
4.00	Task Force Tips (TFT)	ME1TO-226	Metro Fog Nozzle 160@50	Add MURFREESBORO FIRE label, Engraved: MURFREESBORO FIRE RESCUE	\$405.94	\$1,623.76
1.00	Task Force Tips (TFT)	AX3ST-NX	Ball Valve, 6" Female x 5" Storz	Engraved: MURFREESBORO FIRE RESCUE	\$1,635.88	\$1,635.88
14.00	Task Force Tips (TFT)		Setup Fee to Engrave Per Part Number		\$25.00	\$350.00
7.00	Task Force Tips (TFT)		Label on File for ME1TO & ME2TO Nozzle Tip for MURFREESBORO FIRE	On ME1TO use HM745-MFR & HM740-RED, ME2TO use H745-MFR & H740-RED	\$9.00	\$63.00
30.00	Task Force Tips (TFT)		Engrave to read: MURFREESBORO FIRE RESCUE		\$2.50	\$75.00
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Yellow Handle and Bale	Engraved: MURFREESBORO FIRE RESCUE	\$236.29	\$472.58
1.00	Task Force Tips (TFT)	F95BC	Bubble Cup Tip 1.5" NH		\$236.29	\$236.29

Quoted By Jessi Collums

Quoted By Email jcollums@gwevs.com

Subtotal \$20,027.78

Tax \$0.00

Total \$20,027.78

Notes Pumper 1



EMERGENCY VEHICLE SPECIALISTS

Pumper 2

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

Quote Number 00003194

Date 5/27/2021

Expiration Date 7/30/2021

Contact Name Kaye Jernigan

Ship To 1311 Jones Blvd
Murfreesboro, Tennessee 37129
United States

Phone 615-893-1422

Company Name Murfreesboro Fire Department (TN)

Telephone

Account Number 3490

Bill To 220 Nw Broad Street
Murfreesboro, Tennessee 37130
United States

Salesperson Joe Pennington

Freight Included No Charge

Salesperson Email joepennington@gwevs.com

Quantity	Vendor	Part Number	Description	Notes	Unit Price	Total Price
1.00	Task Force Tips (TFT)	F95BC	Bubble Cup Tip 1.5" NH		\$236.29	\$236.29
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Yellow Handle and Bale	Engraved: MURFREESBORO FIRE RESCUE	\$236.29	\$472.58
2.00	Task Force Tips (TFT)	AYSNJ-NF	Gated Wye 2.5" x (2) 1.5" Short Valve Handles	Engraved: MURFREESBORO FIRE RESCUE	\$315.06	\$630.12
1.00	Task Force Tips (TFT)	PA17	40" Extension Tube		\$148.00	\$148.00
1.00	Task Force Tips (TFT)	A3820	Hose Roller		\$138.75	\$138.75
1.00	Task Force Tips (TFT)	AJ3ST-NX	Detent Elbow 6" Female x 5" Storz		\$391.40	\$391.40
2.00	Task Force Tips (TFT)	AA1HST-NR	Adapter 5" Storz x 4.5" NH Female		\$172.68	\$345.36
1.00	Task Force Tips (TFT)	PA1	Transformer Piercing Nozzle		\$790.00	\$790.00
2.00	Task Force Tips (TFT)	AA1ST-NJ	Adapter 5" Storz x 2.5" Female		\$130.87	\$261.74
1.00	Task Force Tips (TFT)	XXC-52	Blitzfire Monitor, Bracket, Nozzle & Stacked Tip	Engraved: MURFREESBORO FIRE RESCUE	\$3,165.74	\$3,165.74
2.00	Task Force Tips (TFT)	AV5NJ-NJ-SC	Valve 2.5" Female x 2.5" Male Slow Close	Engraved: MURFREESBORO FIRE RESCUE	\$363.53	\$727.06
1.00	Task Force Tips (TFT)	UE-095-NF	Educator 95 GPM, 1.5" NH	Engraved: MURFREESBORO FIRE RESCUE	\$566.50	\$566.50
	Task Force			Engraved: MURFREESBORO FIRE		



EMERGENCY VEHICLE SPECIALISTS

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR		OLIVE BRANCH, MS		MEMPHIS, TN		NASHVILLE, TN	
1.00	Tips (TFT)	AL21T2TO	LDH Wye 5" Storz x (2) 5" Storz	RESCUE		\$1,875.21	\$1,875.21
2.00	Task Force Tips (TFT)	J25G200F	2.5" Inline Pitot Gauge	Engraved: MURFREESBORO FIRE RESCUE		\$263.56	\$527.12
1.00	Task Force Tips (TFT)	AY8ST-NJ	Gated Wye 5" Storz x 2.5	Engraved: MURFREESBORO FIRE RESCUE		\$1,260.24	\$1,260.24
1.00	Task Force Tips (TFT)	AY5NJ-NJ	Gated Wye 2.5 NH Female x 2.5 NH Male	Engraved: MURFREESBORO FIRE RESCUE		\$927.00	\$927.00
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Blue Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
2.00	Task Force Tips (TFT)	J140FP	2.5" Ball Valve w/ Red Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$281.74	\$563.48
1.00	Task Force Tips (TFT)	FS95BCP	Bubble Cup Foam Nozzle w/ Purple Pistol & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$354.44	\$354.44
3.00	Task Force Tips (TFT)	ME2TO-354	Metro Fog Nozzle, 250@50	Add MURFREESBORO FIRE Label, Engraved: MURFREESBORO FIRE RESCUE		\$493.79	\$1,481.37
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Orange Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
2.00	Task Force Tips (TFT)	F140FP	1.5" Ball Valve w/ Green Handle & Bale	Engraved: MURFREESBORO FIRE RESCUE		\$236.29	\$472.58
4.00	Task Force Tips (TFT)	ME1TO-226	Metro Fog Nozzle 160@50	Add MURFREESBORO FIRE label, Engraved: MURFREESBORO FIRE RESCUE		\$405.94	\$1,623.76
1.00	Task Force Tips (TFT)	AX3ST-NX	Ball Valve, 6" Female x 5" Storz	Engraved: MURFREESBORO FIRE RESCUE		\$1,635.88	\$1,635.88
14.00	Task Force Tips (TFT)		Setup Fee to Engrave Per Part Number			\$25.00	\$350.00
7.00	Task Force Tips (TFT)		Label on File for ME1TO & ME2TO Nozzle Tip for MURFREESBORO FIRE	On ME1TO use HM745-MFR & HM740-RED, ME2TO use H745-MFR & H740-RED		\$9.00	\$63.00
30.00	Task Force Tips (TFT)		Engrave to read: MURFREESBORO FIRE RESCUE			\$2.50	\$75.00

Quoted By Jessi Collums
Quoted By Email jcollums@gwevs.com

Subtotal \$20,027.78
Tax \$0.00
Total \$20,027.78

Notes Pumper 2

COUNCIL COMMUNICATION

Meeting Date: 6/24/2021

Item Title: Employment Agreement for City Recorder, City Treasurer, and Finance Director

Department: Legal

Presented by: Adam F. Tucker, City Attorney

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Employment for Offices of City Recorder, City Treasurer, and Finance Director agreement between City of Murfreesboro and Jennifer Brown.

Staff Recommendation

Approve employment agreement.

Background Information

On June 3, 2021, the City Council voted unanimously to appoint Jennifer Brown as the City's new City Recorder, City Treasurer, and Finance Director. Per the direction of City Council, the City Attorney has negotiated the attached employment agreement with Ms. Brown. Under the agreement, Ms. Brown will assume her new duties on July 13, 2021.

Ms. Brown's agreement is modeled on the City's current agreements with Craig Tindall and Adam Tucker, as City Manager and City Attorney, respectively. The only material difference between these agreements and Ms. Brown's employment agreement, aside from obvious differences in her duties, obligations, and authority, is that it will enable Ms. Brown to qualify for other post-employment benefits ("OPEB") on the same terms and conditions as retired employees.

Fiscal Impact

The salary and benefits to be paid under the agreement will result in a modest increase in the Finance Department's budget.

Attachments

Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective as of the 13th day of July 2021 (“Effective Date”) by and between the City of Murfreesboro, a Tennessee municipal corporation (“Employer”), and Jennifer Brown (“Employee”).

1. **Licensure and Certification.** Employee warrants that Employee is a certified public accountant (“CPA”) licensed by the Tennessee State Board of Accountancy. In addition, within two years of the Effective Date of this Agreement, Employee agrees to obtain certification as a Certified Municipal Finance Officer (“CMFO”) by the Tennessee Comptroller of the Treasury or satisfy the exemption requirements for such certification. Employee must and agrees to maintain Employee’s licensure as a CPA and maintain either Employer’s CMFO certification or CMFO exemption throughout the term of this Agreement as a condition of employment.
2. **Applicable Law.** For purposes of this Agreement, the term “Applicable Law” means all laws pertinent, relevant, or governing a particular person, office, conduct, action, transaction, document, subject, power, duty, or responsibility, including all pertinent, relevant, or governing common law and equitable principles, state and federal statutes, rules, and regulations, the Charter Laws of the City of Murfreesboro (“Charter”), the Murfreesboro City Code (“City Code”), and non-codified ordinances and resolutions adopted by the Murfreesboro City Council.
3. **Term.** This agreement shall remain in full force and effect from the Effective Date until terminated by Employer or Employee as provided herein.
4. **Duties.**
 - 4.1. Employer agrees to employ Employee as Employer’s City Recorder and City Treasurer to perform those functions and duties specified for such offices in the Charter and City Code and to perform other legally permissible and proper duties and functions of these positions without interference.
 - 4.2. In addition to Employee’s duties as City Recorder and City Treasurer, Employee shall serve as Employer’s chief financial officer and Director of Employer’s Finance and Tax Department (“Finance Director”). Employee shall perform the duties prescribed in Employer’s official Finance Director job description, as well as those duties that may be lawfully assigned by Employer by policy or otherwise. In carrying out the duties of Finance Director, Employee shall comply with Applicable Law, as well as all lawful directives of the City Council and City Manager.
 - 4.3. Employee shall manage on behalf of Employer all other employees of Employer’s Finance and Tax Department consistent with Employer’s policies and Applicable Law. Employee may direct, assign, reassign, evaluate, and when appropriate discipline, and recommend the termination of employees of Employer’s Finance and Tax Department, provided all such actions are consistent with Employer’s policies and Applicable Law.

- 4.4. Employee shall perform the duties of City Recorder, City Treasurer, and Finance Director with reasonable care and diligence and with the skill and expertise reasonably expected of professionals holding the licensure and certification required under Section 1 of this Agreement.
- 4.5. All duties assigned to Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- 4.6. Employee or Employee's designee shall attend and be permitted to attend all public meetings of the City Council.
- 4.7. Employer cannot reassign Employee to another position without Employee's express written consent. Absent the Employee's written consent, Employee's reassignment to another position shall constitute termination without cause under Section 9.1.2 of this Agreement.

5. Compensation

- 5.1. Employer agrees to pay Employee an annual base salary of \$148,490.00, payable in installments consistent with the payment installment of the other management employees of Employer ("Initial Salary"). After the Effective Date, this Agreement will be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation plan and policies to include all salary adjustments on the same basis as applied to the classification of executive employees.
- 5.2. Council will consider on an annual basis an increase in compensation, which may be in the form of a salary increase, performance incentive, an increase in benefits, or a combination of methods but at least the economic equivalent of that applied to the classification of executive employees.
- 5.3. At any time during the term of the Agreement, Employer may in its discretion review and adjust the salary of Employee, but in no event may Employee be paid less than the Initial Salary of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, will be made pursuant to lawful Council action, and in which case Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- 5.4. Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of benefits enjoyed by and available to other officers and employees of Employer as provided by Employer's policies, the City Code, and other ordinances and resolutions adopted by the City Council.

6. Health, Disability and Life Insurance Benefits

- 6.1. Employer agrees to provide and to pay Employer's portion of the premiums for health, hospitalization, surgical, vision, dental, comprehensive medical insurance for Employee and Employee's dependents, that is at a minimum, equal to that which is provided to all other employees of the City. In the event no such plan exists, Employer agrees to provide

coverage for Employee and dependents in a manner mutually agreed upon by Employer and Employee.

- 6.2. The Employer agrees to provide and to pay Employer's portion of the premiums for short-term and long-term disability coverage for the Employee on the same basis that it provides such benefits to all other employees of the Employer.
- 6.3. The Employer agrees to provide and to pay Employer's portion of the premiums for life insurance for the Employee on the same basis that it provides such benefits to all other employees of the Employer. Employer shall allow Employee to name the beneficiary of the life insurance policy.
- 6.4. In the event of separation of employment, and so long as Employee is not qualified under another group insurance plan, Employee shall qualify for OPEB under the same terms and conditions as retired employees.

7. Vacation and Sick Leave

- 7.1. Upon commencing of this Agreement, Employee will maintain all sick leave and vacation leave hours accrued with Employer as of the Effective Date and continue to accrue sick leave in accordance with Employer's standard sick and vacation leave accrual policies. In addition, recognizing that Employee during the Term of this Agreement is forgoing opportunities to vest in a defined benefit plan offered by other state and local governmental entities, Employee will also accrue at the beginning of each month a supplemental vacation leave accrual of hourly units that is equal to Employee's annual salary multiplied by .0001 and rounded to the next highest whole number ("Supplemental Vacation Accrual").
- 7.2. Employee is entitled to accrue all unused leave, without limit, and in the event Employee is separated from Employer's employment, either voluntarily or involuntarily, Employee will be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits accrued to that date in accordance with the Employer's policy regarding payment of accrued personal time off upon separation from service.

8. Retirement Accounts

- 8.1. Employee is currently participating in Employer's defined contribution plan, and Employer agrees that it will continue to make all the appropriate contributions on Employee's behalf in accordance with the terms of Employer's defined contribution plan and this agreement.
- 8.2. Employer will keep in force all necessary agreements provided by ICMA Retirement Corporation ("ICMA-RC") or another similar plan administrator, required to administer a 401(a) and 457 deferred compensation plan for Employee's continued participation.
- 8.3. Employer further agrees that it will enroll Employee into any state or local retirement system in which Employer elects to participate in the future and make all the appropriate contributions on Employee's behalf.

8.4. To the extent permitted by Employer's plan and consistent with IRS statutes or rules, Employer will contribute, on a quarterly basis, on behalf of Employee a dollar value equal to Employee's unused Supplemental Vacation Accrual hourly units multiplied by the factor of Employee's base salary divided by 2080, but not more than the permitted maximum contribution. Upon contribution to Employee's 401(a) plan account, Employee's Supplemental Vacation Accrual will be reduced by the number of hourly units converted for purposes of contribution to the 401(a) plan. If the total amount of Employee's Supplemental Vacation Accrual requested by Employee to be contributed on Employee's behalf to Employee's 401(a) plan account exceeds the constraints or contribution limits of Employer's 401(a) plan, Employee shall have the option at the end of each calendar year of converting some or all of Employee's Supplemental Vacation Accrual to either regular vacation leave or cash to be paid to Employee as taxable compensation.

9. General Business Expenses

- 9.1. Employer agrees to budget and pay for licensing fees or charges that are required of certified public accountants to practice accountancy in the State of Tennessee and professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These include but are not limited to: the Government Finance Officers Association (GFOA), Tennessee Government Finance Officers Association (TGFOA), American Institute of Certified Public Accountants (AICPA), Tennessee Society of CPAs (TSCPA), and Association of Government Accountants (AGA).
- 9.2. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee as approved by Employer and to pursue necessary official functions for Employer.
- 9.3. Employer also agrees to budget and pay for tuition, travel and subsistence expenses of Employee for short courses, institutes, and seminars as approved by Employer that are necessary for the Employee's professional development and maintenance of the Employee's required licensure and certification and for the good of the Employer.
- 9.4. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and benefit Employer, and therefore agrees to reimburse or to pay these general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and policies.
- 9.5. Employer acknowledges the value of having Employee participate in local civic clubs or organizations. Accordingly, Employer will pay for the reasonable membership fees and

dues to enable Employee to become an active member in local civic clubs or organizations.

- 9.6. Recognizing the importance of constant communication and maximum productivity, Employer will provide Employee a laptop computer, mobile phone, tablet computer, software, and internet connection at Employee's permanent residence, all beneficial for Employee to perform Employee's duties and to maintain communication with staff and officials as well as other individuals who are doing business with Employer. Employee agrees to use these devices in accordance with Employer's applicable policies. Upon termination of this Agreement, this equipment will become the property of Employee and, at Employee's discretion, the mobile phone number will be transferred to Employee.
- 9.7. Employer shall reimburse Employee for any business use of Employee's personal vehicle in accordance with the standard policies established by Employer from time to time for the benefit of its employees.

10. Termination; Severance.

10.1. This Agreement terminates in the event of the following:

- 10.1.1. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee with cause as provided in Section 10.4; or
- 10.1.2. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee without cause, cause being hereinafter defined in Section 10.4.

10.2. In addition, Employee shall have the right, in Employee's sole discretion, to declare this Agreement terminated in the event of any of the following:

- 10.2.1. The City Council, citizens of Murfreesboro, or the General Assembly amends any provisions of the Charter, statutes, or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Employee's position and that substantially changes the form of government;
- 10.2.2. Employer reduces the base salary, compensation, or any other financial benefit of Employee;
- 10.2.3. A majority of City Council, whether formally at a meeting or informally through the City Manager or outside legal counsel, solicits or offers to accept Employee's resignation, in which case Employee may declare a termination occurs as of the date of the offer or thereafter; or
- 10.2.4. This Agreement is materially and substantially breached by Employer and after a 30-day cure period; provided however, a written notice of a breach of contract will be provided in accordance with the provisions of the section addressing

notices. If the breach is cured within the 30-day cure period, Employee may not use the breach as a basis for terminating this agreement.

10.3. If this Agreement is terminated pursuant to section 10.1.2, 10.2.1, 10.2.2, 10.2.3, or 10.2.4, Employee will receive the following:

10.3.1. Salary continuation equal to nine months' salary at the then current rate of pay, which will be paid, at Employee's option, in a lump sum or in a continuation of salary on the existing biweekly basis ("Severance"), subject to all applicable federally required withholding deductions for compensation;

10.3.2. Accrued vacation leave, at Employee's option, will be (i) taken as salary continuation prior to Severance; (ii) paid to Employee in a lump sum; (iii) contributed in the amount designated by Employee to Employee's 401(a) or 457 account as these retirement plans permit; or (iv) any combination of these methods; and

10.3.3. For a period of nine months year following termination at Employer's expense, Employer's portion of the premiums for continued health and dental insurance for Employee and all dependents, after which time Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided, however, such coverage will cease at the time Employee becomes covered under another employer-provided health insurance plan through Employee's new or subsequent employer or otherwise.

10.4. Employer may terminate this Agreement for cause. For purposes of this Agreement, "cause" shall mean the following:

10.4.1. Gross and willful misconduct in connection with the performance of the Employee's duties, including, but not limited to:

10.4.1.1. Knowing misrepresentation of material facts relevant to Employer's operations or legal obligations to Employer or other City officials;

10.4.1.2. Knowing misappropriation or theft of funds or property of the City;

10.4.1.3. Knowing falsification of records or documents related to Employer's activities; and

10.4.1.4. Securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of the City.

10.4.2. Willful unethical professional conduct in connection with the performance of Employee's duties that is clearly detrimental to the business of Employer;

- 10.4.3. Conviction of a felony or misdemeanor involving moral turpitude, as defined in Section 4-41(A)(7) of the Murfreesboro City Code;
 - 10.4.4. Unless otherwise protected by law, Employee's inability to perform Employee's duties for more than twelve (12) consecutive weeks, the amount of Employee's accrued sick leave, or any other period required by applicable law, whichever is greatest;
 - 10.4.5. Loss of the license or certification required by Section 1 of this Agreement; or
 - 10.4.6. Any substantial breach of this Agreement by Employee, provided, however, that Employer must first provide Employee notice of such breach and afford Employee thirty (30) days to cure the breach. If the breach is cured within the 30-day cure period, Employer may not use the breach as a basis for terminating this Agreement for cause; however, Employee's curing of the breach shall not preclude Employer from reasserting another occurrence of the substantial breach as a reason for termination for cause at a later date.
- 10.5. If Employer terminates this Agreement pursuant to Section 10.4, Employer shall have no obligations under Sections 10.3.1 and 10.3.2; provided, however, Employer shall still offer COBRA benefits in accordance with federal law and recognize and pay all other benefits that have vested and to which Employee is entitled under the Employer's personnel policies, state law, or federal law, including, without limitation: paid leave, retirement, life insurance, and long-term disability benefits.

11. Resignation.

- 11.1. Nothing in this Agreement shall prevent, limit or interfere with the right of Employee to resign voluntarily at any time. In the event the Employee desires to resign employment, Employee shall give written notice to the Employer at least thirty (30) days prior to separation unless Employer and Employee agree otherwise. Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued vacation leave and other leave and benefits to which Employee is entitled under this Agreement or City policy.
- 11.2. Termination of this agreement by Employee pursuant to Sections 10.2.1, 10.2.2, 10.2.3, or 10.2.4 does not constitute a voluntary resignation and instead is to be governed by the terms of Section 10.

12. Hours of Work.

- 12.1. Recognizing that Employee must devote a great deal of time outside Employer's normal office hours on business for Employer and that Employee will when traveling continue to conduct much of the business of Employer, to that end Employee has the discretion to establish an appropriate work schedule provided the schedule is appropriate to the needs of Employer and sufficient for Employee to faithfully perform Employee's assigned duties and responsibilities.

12.2. Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or Employee's availability for the performance of, Employee's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which Employee is compensated and which are performed on Employee's time off.

13. Ethical Commitments. Employee shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office with Employer, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

14. Outside Activities. The employment provided for by this Agreement will be Employee's primary employment activity; provided, however, certain outside consulting, speaking, or teaching opportunities provide indirect benefits to Employer and the community; therefore, Employee may elect to accept limited consulting, speaking, teaching, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

15. Residence. Employee agrees to maintain a residence within Rutherford County throughout the term of this Agreement.

16. Indemnification

16.1. Beyond that required under federal, state or local law, Employer must defend, save harmless, and fully indemnify Employee against any obligation to pay money or to perform or refrain from performing actions, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any third-party tort, professional liability claim, or demand or any other threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate, or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties or responsibilities, unless the act or omission involved willful or wanton conduct. In the event Employee is sued in Employee's individual (as opposed to official) capacity,

Employee has the right to approve or disapprove a settlement in a reasonable manner, and approval of the settlement will not be arbitrarily or capriciously withheld. Employee's disapproval will preclude Employer from entering into the settlement with respect to the claims against Employee. In all other circumstances, Employee recognizes that the City shall have the right to compromise any claim against the City for which the City is providing a defense. In the event of Employee's disapproval of a previous settlement which Employer would otherwise find acceptable, the costs of any appeal will be borne by the Employee, subject to being reimbursable by Employer in the event of a successful reversal of the prior Court's decision or a remand to the prior Court for further action.

16.2. If the provision of legal representation by Employer presents a reasonable possibility of a legal conflict of interest, the Employee may request independent legal representation at Employer's expense. Legal representation, provided by Employer for Employee, will extend until a final determination of the legal action including any and all appeals, except as otherwise provided herein. Employee acknowledges that Employer views one appeal as being reasonable (subject to Employer's review of the reasonableness of Employee's failure to accept any prior settlement offer). If Employer determines that Employee's rejection of a settlement offer was arbitrary or capricious, the costs of any appeal will be borne by Employee, subject to being reimbursed by Employer in the event of a successful reversal of the prior Court's decision or a remand to the prior Court for further action. In the event independent legal representation is provided by Employer, any settlement of any claim against Employee may not be made without prior approval of Employer, which shall not be arbitrarily or capriciously withheld.

16.3. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to Employer unless the action is brought by Employer against Employee. Such expense payments survive the termination of this Agreement for any reasons and continue beyond Employee's service to Employer as long as litigation is pending.

16.4. After termination of this Agreement, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

17. Bonding. Employer bears the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

18. Appropriation. Employer has appropriated, set aside, or encumbered, and does hereby appropriate, set aside, and encumber, or will appropriate, set aside, or encumber as necessary to make available funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer set forth herein.

19. Notices. Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

If to Employee: At the address provided by Employee to the Employer's Human Resources Department.

If to Employer: Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Notice is deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

20. Dispute Resolution.

- 20.1. Subject to the exception set forth in Section 20.2, any dispute regarding this Agreement shall be resolved by binding arbitration conducted under the applicable rules of the American Arbitration Association ("AAA"). The parties shall agree upon an arbitrator who shall be an experienced attorney in Tennessee. Should the parties be unable to agree upon an arbitrator within thirty (30) days of a party's notice of arbitration, the matter shall be submitted to AAA for assignment to an AAA arbitrator.
- 20.2. Nothing in this section shall be deemed to preclude Employee from initiating an administrative proceeding or filing a lawsuit in a court of competent jurisdiction against Employer for any alleged violation of state or federal statute or regulation.

21. General Provisions

- 21.1. Merger. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between Employer and Employee are merged into and rendered null and void by this Agreement.
- 21.2. Amendment. Employer and Employee by mutual written agreement may amend any provision of this Agreement during its term with such amendments being incorporated into and made a part of this Agreement.
- 21.3. Binding Effect. This Agreement is binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- 21.4. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- 21.5. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law, then in effect, unless otherwise prohibited by law, the terms of this Agreement takes precedence over contrary

provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law.

21.6. Non-Assignment. Employee acknowledges that this is a professional, personal service agreement and, as such, Employee cannot assign Employee's duties hereunder.

IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of the Effective Date hereinabove written.

EMPLOYER:
City of Murfreesboro

EMPLOYEE:

Shane McFarland, Mayor

Jennifer Brown

Date: _____

Date: _____

Approved as to form:



Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/24/2021

Item Title: Purchase of 52" Rotary Mower

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Purchase of a TK-52XP Tracked 52" Rotary Mower with 50 Degree Max Slope.

Staff Recommendation

Approve the purchase of one 52" Rotary Mower.

Background Information

The Street Department proposes to purchase a TK-52XP Tracked 52" Rotary Mower with 50 Degree Max Slope from RC Mowers. This purchase will be made through an interlocal contract for cooperative purchase. State statute and Council Resolution authorizes such cooperative purchases.

Council Priorities Served

Responsible budgeting

Maintaining the property equipment for operational is important for responsible budgeting by increasing operational efficiencies and improving employee safety.

Establish strong City brand

Equipment necessary to keep well maintained drainage areas and open spaces enhances the overall appearance of the City and adds to property values.

Fiscal Impact

The expenditure for the equipment, \$55,200, is funded by the City Stormwater Fund.

Attachments

1. Price Quote from HGACBuy (RC Mowers)
2. HGAC Interlocal Contract for Cooperative Purchasing
3. Agreement for TK-52XP Tracked 52" Rotary Mower from RC Mowers



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

14-0817 MAILROOM

No.: 2014 JAN 29 AM 8:23

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Murfreesboro, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 111 West Vine Street, Murfreesboro, TN 37130

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * January 16, 2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * July 1, 2013 and ends * June 30, 2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Murfreesboro
Name of End User (local government, agency, or non-profit corporation)

* P.O. Box 1139
Mailing Address

* Murfreesboro, TN 37133-1139
City State ZIP Code

*By: Ron Washington Vice Mayor
Signature of chief elected or appointed official

* Ron Washington Vice-Mayor 1-21-2014
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]
Executive Director

Attest: [Signature]
Manager

Date: February 5, 2014

*Denotes required fields

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - EmbankScape Equipment LLC - Public Services --

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and EmbankScape Equipment LLC, hereinafter referred to as the Contractor, having its principal place of business at 2146 Deerfield Avenue E, Suamico, WI 54173.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2020 and ends Dec 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

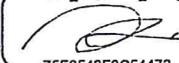
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Embankments Equipment LLC

Signature 
75F8543F9C54473...

Name Jordan Perkins

Title Director of Business Development

Date 12/12/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2019

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - EmbankScape Equipment LLC - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
EmbankScape Equipment LLC
Grounds & Turf Equipment
Contract No. GR01-20

H-GAC Product Code	Item Description	Discount
GR20AAF1	RC Mowers Pricing Catalog Effective 1/1/2019	5%

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Agreement for Tracked 52" Rotary Mower

This Agreement is entered into and effective as of the ____ day of _____ 2021 by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **EmbankScape Equipment LLC dba RC Mowers**, a limited liability corporation of the State of Wisconsin ("Contractor").

This Agreement consists of the following documents:

- This document
- The Houston-Galveston Area Council Cooperative Contract No. GR01-20, effective date January 1, 2020 through December 31, 2021 (hereinafter, HGAC Agreement)
- HGACBuy's Contract Pricing Worksheet dated June 7, 2021
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, the Houston-Galveston Area Council Cooperative Contract No. GR01-20, effective date January 1, 2020 through December 31, 2021 (HGAC Agreement)
- Lastly, HGACBuy's Contract Pricing Worksheet prepared by Contractor and dated June 7, 2021

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase One (1) TK-52XP 52" Rotary Mower, 50 Degrees Max Slope, as per HGACBuy's Pricing Worksheet dated 6/7/2021 and the HGAC Contract GR01-20, product code GR20AAF1.
- 2. Term.** This Agreement shall not be effective until approved by the City Council and signed by all required parties.
- 3. Termination.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the HGAC Agreement and the Contractor's Proposal which reflects one (1) TK-52XP Tracked 52" Rotary Mower, 50 Degrees max Slope Mower at a price of \$53,950, plus \$1250 freight charges, for **Total Purchase Price of Fifty-five Thousand Two Hundred dollars (\$55,200.00)**.
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. Provided goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order, the City agrees to pay Contractor at net 30 days after receiving an invoice. Invoices must bear the purchase order number.
- c. Deliveries of all items shall be made within 90 days of order to: Street Department, 620 West Main Street, Murfreesboro, TN 37130. Delivery Contact: Kane Adams (tel.: 615-893-4480, email: kadams@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated on Contractor's Proposal. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received that fail to meet the specifications set forth in either Contractor's Proposal.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

5. **Warranty.** Contractor agrees to the standard manufacturer's warranty. The warranty period begins on the date the equipment is delivered and accepted by City.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
8. **Insurance.** Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement. In addition, Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement

naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1) Procure for the City the right to continue using the products or services.
 - 2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the

City has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
EmbankScape Equipment LLC dba RC
Mowers
Attn: Jessica Korthals
2146 Deerfield Ave.
Suamico, WI 54173
jkorthals@rcmowersusa.com

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
12. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
14. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national

origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, epidemic, pandemic, public health crisis, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

- 24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

EMBANKSCAPE EQUIPMENT LLC dba RC MOWERS

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Jessica Korthals
JESSICA KORTHALS, Sales Operations Manager

APPROVED AS TO FORM:

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