

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
March 2, 2023

PRAYER

Ms. Madelyn Scales Harris

PLEDGE OF ALLEGIANCE

Consent Agenda

1. FY23 City Manager Approved Budget Amendments (Finance)
2. Donation of Used Equipment to Various Law Enforcement Agencies (Police)
3. BG Jones & Company, LLC Contract Amendment #1 for the Bradyville Pike Reconstruction (Transportation)
4. Contract Amendment with Kimley Horn for the Memorial Blvd Traffic Signal Improvements Project (Transportation)
5. Gregory Peck and Associates Contract Amendment #2 for Bradyville Pike Reconstruction (Transportation)
6. Pipe and Materials for Dr. Martin Luther King Jr. Blvd Project (Water Resources)

Old Business

Ordinance

7. Ordinance 23-O-10 Creation of the Tennis Commission (2nd and Final Reading) (Administration)
8. Ordinance 23-O-06 Creating Community Investment Trust's Committee on Contributions (2nd and Final Reading) (Administration)

New Business

Resolution

9. Resolution 23-R-02 Public Entity Partners Matching Safety Grant Acceptance (Employee Services)
10. Salem Highway and Barfield Road Special Sanitary Sewer Assessment District (Water Resources)
 - a. Public Hearing: Establish Revised SSSAD
 - b. First Reading: Ordinance 23-O-01

Land Use Matters

11. Rezoning property along Memorial Boulevard (Planning)
 - a. Public Hearing: Rezone 4.1 acres
 - b. First Reading: Ordinance 23-OZ-02

12. Plan of Services, Annexation, and Zoning for property along South Church Street (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 23-R-PS-03
 - c. Annexation: Resolution 23-R-A-03
 - d. Public Hearing: Zone 0.54 acres
 - e. First Reading: Ordinance 23-OZ-03
13. Plan of Services, Annexation, and Zoning for property along Butler Drive (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 23-R-PS-04
 - c. Annexation: Resolution 23-R-A-04
 - d. Public Hearing: Zone 22.32 acres
 - e. First Reading: Ordinance 23-OZ-04
14. Rezoning property along West Thompson Lane (Planning)
 - a. Public Hearing: Rezone 10.1 acres
 - b. First Reading: Ordinance 23-OZ-05
15. Revised Study Area for Highway 99 Annexation (Planning)

On Motion

16. Design for Maintenance of Runway (Airport)
17. Purchase of New Truck (Fire Rescue)
18. Purchase 2023 LiDAR and Design Grade 1-foot Contours (Geographic Information Systems)
19. Purchase of Tractor with Side Rotary Mower (Street)
20. Lascassas Hwy Transportation Investment Report Amendment No. 1 (Transportation)
21. Old Fort Parkway Transportation Investment Report Amendment No. 1 (Transportation)
22. Cherry Lane Phase 3 Amendment #2 Design Services Contract (Transportation)

Board & Commission Appointments

23. Golf Commission (Mayor)
24. Tennis Commission (Mayor)

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: FY23 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

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:

Parks & Recreation

To move the budget for the skate park design to the correct budget line. Move \$98,975 from Parks & Recreation Facilities to Professional Services.

Fleet

To cover Faster Web software upgrades and support that were not budgeted for during implementation. Move \$25,000 from Salary – Full Time – Regular to Computer Software Expense.

Finance

To move the budget for UHY contractual services to the correct budgetary account. Move \$1,100,000 Unforeseen Grant Expense-ARPA to Finance Contractual Services-ARPA.

Police

To cover the final electric and water bills for 1040 Samsonite. Move \$440 from Unforeseen Contingencies to Police Strategic Partnerships.

Fire

Two Lucas devices came in over budget. Move \$923 from Unforeseen Grant Expenses-ARPA to Fire Machinery & Equipment-ARPA.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



... 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: 2023

Move funds from:

Org 10413009
 Object 593700
 Acct Name Parks & Recreation Facilities
 Amount \$98,975.00

Move funds to:

Org 10413008
 Object 525000
 Acct Name Professional Services

Explanation: Moving the budget for the skate park design to the correct budget line.

[Signature]
 Department Head Signature

1/27/23
 Date

Amanda DeRosia
 Reviewed by Finance

01/31/2023
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1.31.23</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: 2023

Move funds from:

Org 10125007
Object 511100
Acct Name Salary Full Time Regular
Amount \$ 25,000.00

Move funds to:

Org 10125009
Object 594701
Acct Name Computer Software Expense

Explanation: This is to pay for Faster Web support and upgrades for FY 23 that were not budgeted for during the implementation of the new Faster Web Software.

[Signature]
Department Head Signature

2-2-2023
Date

Amanda DeRosia
Reviewed by Finance

02/02/2023
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-2-23</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: 2023

Move funds from:

Org 10130008

Object 599931-ARPA

Acct Name Unforeseen Grant Expenses

Amount \$1,100,000.00

Move funds to:

Org 10112008

Object 520000-ARPA

Acct Name Contractual Services

Explanation: Move the budget for UHY contractual services from Unforeseen Grant Expenses to the correct budgetary account.

Jennifer Berr
 Department Head Signature

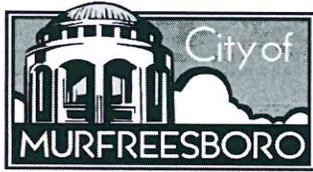
2/7/2023
 Date

Amanda DeRosia
 Reviewed by Finance

02/07/2023
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2.7.23</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: 2023

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$440.12

Move funds to:

Org 10210998

Object 572060

Acct Name Strategic Partnerships

Explanation: To cover final electric and water bills for 1040 Samsonite (former Child Advocacy Center).

Jennifer Burr
Department Head Signature

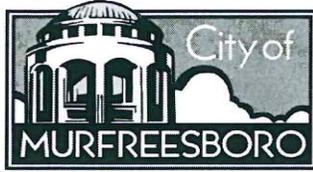
2/10/2023
Date

Amanda DeRosia
Reviewed by Finance

02/10/2023
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> City Manager	<u>2.14.23</u> Date
Declined	<input type="checkbox"/>		

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: 2023

Move funds from:

Org 10130008

Object 599931-ARPA

Acct Name Unforeseen Grant Expenses

Amount \$923.00

Move funds to:

Org 10211009

Object 594000-ARPA

Acct Name Machinery & Equipment

Explanation: 2 LUCAS devices came in over budget.

Jennifer Blom
Department Head Signature

2/22/2023
Date

Amanda DeRosia
Reviewed by Finance

02/17/2023
Date

Approved

[Signature]
City Manager

2-22-23
Date

Declined

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

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Donation of Used Equipment to Various Law Enforcement Agencies

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 used equipment to various law enforcement agencies.

Staff Recommendation

Approve the donation of used equipment to the Grundy County Sheriff Department, Tracy City PD, Woodbury City PD, Shelbyville PD and Monteagle PD.

Background Information

The MPD has expired field force protection equipment that are no longer in use. MPD tries to assist other law enforcement agencies when possible and these various agencies can benefit from the donation of this equipment.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

1. Surplus Property Disposal Forms
2. Hold Harmless Agreements

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property expired Field Force Protection Kits x 10

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>100</u>
		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>Grundy County Sheriff Dept.</u>	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 5+ yrs Estimated original cost 399.00 each
 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.

expired Field Force Protection Kits x 10
Point Blank Plate kit, 2--10' x 12" plates with Carrier

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.

[Signature] 2-14-23
 Signed (Department Head) Date

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

[Signature] 2-15-23
 Signed (Fixed Assets Manager) Date

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

[Signature] 2-16-23
 Signed (City Manager or Assist. City Manager) Date

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

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property Field Force Head Protection x 10

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>700.00</u>
		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>Grundy County Sheriffs Dept</u>	Estimated value <u>\$50 each</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>5 yrs</u>	Estimated original cost	<u>\$100 each</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	\$ _____
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:

Premier Crown C4 Field Force Head Protection x 10
Manufacture dates range from 1999-2015

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)	<u>Ebay \$50</u>

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

 2-14-23
 Signed (Department Head) Date

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

 2-15-23
 Signed (Fixed Assets Manager) Date

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

 2-16-23
 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 FIELD FORCE HEAD PROTECTION**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force head protection by the City of Murfreesboro (“City”) to the GRUNDY COUNTY SHERIFF’S DEPARTMENT,

THE CITY AND GRUNDY COUNTY SHERIFF’S DEPARTMENT 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 field force head protection by the City to the GRUNDY COUNTY SHERIFF’S DEPARTMENT and the use of the field force head protection by the GRUNDY COUNTY SHERIFF’S DEPARTMENT for whatever purposes the GRUNDY COUNTY SHERIFF’S DEPARTMENT may use them.

The GRUNDY COUNTY SHERIFF’S DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the GRUNDY COUNTY SHERIFF’S DEPARTMENT’s ownership or use or failure to use the field force head protection.

In executing this Release and Hold Harmless Agreement the GRUNDY COUNTY SHERIFF’S DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the field force head protection for multiple years; (2) that the field force head protection may be outside the manufacturer’s warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the field force head protection for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the field force head protection; and (4) the City is providing the field force head protection on an “as is” basis to the GRUNDY COUNTY SHERIFF’S DEPARTMENT.

The GRUNDY COUNTY SHERIFF’S DEPARTMENT shall be solely responsible for determining whether to use said field force head protection for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

GRUNDY COUNTY SHERIFF’S DEPARTMENT

DocuSigned by:
Craig Tindall
By: Craig Tindall, City Manager

By: _____
Printed: _____
Title: _____

Approved as to form:

DocuSigned by:
Adam Tucker
By: Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property expired Field Force Protection Kits x 5

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>100</u>
		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>Tracy City Police Dept</u>	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 5+ yrs Estimated original cost 399.00 each
 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:

expired Field Force Protection Kits x 5
Point Blank Plate kit. 2--10' x 12" plates with Carrier

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.

[Signature] 2-14-23
 Signed (Department Head) Date

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

[Signature] 2-15-23
 Signed (Fixed Assets Manager) Date

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

[Signature] 2-16-23
 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 FIELD FORCE PROTECTION KITS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force protection kits by the City of Murfreesboro (“City”) to the TRACY CITY POLICE DEPARTMENT,

THE CITY AND TRACY CITY POLICE DEPARTMENT 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 field force protection kits by the City to the TRACY CITY POLICE DEPARTMENT and the use of the field force protection kits by the TRACY CITY POLICE DEPARTMENT for whatever purposes the TRACY CITY POLICE DEPARTMENT may use them.

The TRACY CITY POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the TRACY CITY POLICE DEPARTMENT’s ownership or use or failure to use the field force protection kits.

In executing this Release and Hold Harmless Agreement the TRACY CITY POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the field force protection kits for multiple years; (2) that the field force protection kits may be outside the manufacturer’s warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the field force protection kits for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the field force protection kits; and (4) the City is providing the field force protection kits on an “as is” basis to the TRACY CITY POLICE DEPARTMENT.

The TRACY CITY POLICE DEPARTMENT shall be solely responsible for determining whether to use said field force protection kits for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

TRACY CITY POLICE DEPARTMENT

DocuSigned by:
By Craig Tindall
Craig Tindall, City Manager

By: _____

Printed: _____

Title: _____

Approved as to form:

DocuSigned by:
Adam Tucker
Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property expired Field Force Protection Kits x 10

Check the proposed method of disposal

Sell	<input type="checkbox"/>	Estimated value	<u>100</u>
		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>Woodbury City Police Dept</u>	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 5+ yrs Estimated original cost 399.00 each
 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:

expired Field Force Protection Kits x 10
Point Blank Plate kit, 2-10' x 12" plates with Carrier

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.

[Signature] 2-14-23
 Signed (Department Head) Date

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

[Signature] 2-15-23
 Signed (Fixed Assets Manager) Date

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

[Signature] 2-16-23
 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 FIELD FORCE PROTECTION KITS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force protection kits by the City of Murfreesboro (“City”) to the WOODBURY CITY POLICE DEPARTMENT,

THE CITY AND WOODBURY CITY POLICE DEPARTMENT 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 field force protection kits by the City to the WOODBURY CITY POLICE DEPARTMENT and the use of the field force protection kits by the WOODBURY CITY POLICE DEPARTMENT for whatever purposes the WOODBURY CITY POLICE DEPARTMENT may use them.

The WOODBURY CITY POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the WOODBURY CITY POLICE DEPARTMENT’s ownership or use or failure to use the field force protection kits.

In executing this Release and Hold Harmless Agreement the WOODBURY CITY POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the field force protection kits for multiple years; (2) that the field force protection kits may be outside the manufacturer’s warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the field force protection kits for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the field force protection kits; and (4) the City is providing the field force protection kits on an “as is” basis to the WOODBURY CITY POLICE DEPARTMENT.

The WOODBURY CITY POLICE DEPARTMENT shall be solely responsible for determining whether to use said field force protection kits for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

DocuSigned by:
By: Craig Tindall
Craig Tindall, City Manager

WOODBURY CITY POLICE DEPARTMENT

DocuSigned by:
By: Chief Lowell Womack
A37BD878F0A2491...
Printed: Chief Lowell womack
Title: Chief

Approved as to form:

DocuSigned by:
Adam Tucker
44A2D5551E940F
Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property expired Field Force Protection Kits x 53

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>100</u>
		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>Shelbyville Police Department</u>	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property.

Approximate age 5+ yrs Estimated original cost 399.00 each
 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:

expired Field Force Protection Kits x 53
Point Blank Plate kit, 2--10' x 12" plates with Carrier

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.

[Signature] 2-14-23
 Signed (Department Head) Date

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

[Signature] 2-15-23
 Signed (Fixed Assets Manager) Date

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

[Signature] 2-16-23
 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 FIELD FORCE PROTECTION KITS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force protection kits by the City of Murfreesboro (“City”) to the SHELBYVILLE POLICE DEPARTMENT,

THE CITY AND SHELBYVILLE POLICE DEPARTMENT 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 field force protection kits by the City to the SHELBYVILLE POLICE DEPARTMENT and the use of the field force protection kits by the SHELBYVILLE POLICE DEPARTMENT for whatever purposes the SHELBYVILLE POLICE DEPARTMENT may use them.

The SHELBYVILLE POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the SHELBYVILLE POLICE DEPARTMENT’s ownership or use or failure to use the field force protection kits.

In executing this Release and Hold Harmless Agreement the SHELBYVILLE POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the field force protection kits for multiple years; (2) that the field force protection kits may be outside the manufacturer’s warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the field force protection kits for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the field force protection kits; and (4) the City is providing the field force protection kits on an “as is” basis to the SHELBYVILLE POLICE DEPARTMENT.

The SHELBYVILLE POLICE DEPARTMENT shall be solely responsible for determining whether to use said field force protection kits for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

SHELBYVILLE POLICE DEPARTMENT

DocuSigned by:
Craig Tindall

Craig Tindall, City Manager

DocuSigned by:
Sgt. Ronnie Blankenship

B8960FDDAB62462
Printed: Sgt. Ronnie Blankenship

Title: Training Sergeant

Approved as to form:

DocuSigned by:
Adam Tucker

Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property expired Field Force Protection Kits x 12

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>100</u>
		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>Monteagle Police Dept</u>	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>5+ yrs</u>	Estimated original cost	<u>399.00 each</u>	
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)		\$ <u>-</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:

expired Field Force Protection Kits x 12

Point Blank Plate kit, 2-10' x 12" plates with Carrier

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.

[Signature] 2-14-23
 Signed (Department Head) Date

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

Nicki J. Massey 2-15-23
 Signed (Fixed Assets Manager) Date

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

[Signature] 2-16-23
 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 FIELD FORCE PROTECTION KITS**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force protection kits by the City of Murfreesboro (“City”) to the MONTEAGLE POLICE DEPARTMENT,

THE CITY AND MONTEAGLE POLICE DEPARTMENT 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 field force protection kits by the City to the MONTEAGLE POLICE DEPARTMENT and the use of the field force protection kits by the MONTEAGLE POLICE DEPARTMENT for whatever purposes the MONTEAGLE POLICE DEPARTMENT may use them.

The MONTEAGLE POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the MONTEAGLE POLICE DEPARTMENT’s ownership or use or failure to use the field force protection kits.

In executing this Release and Hold Harmless Agreement the MONTEAGLE POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the field force protection kits for multiple years; (2) that the field force protection kits may be outside the manufacturer’s warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the field force protection kits for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the field force protection kits; and (4) the City is providing the field force protection kits on an “as is” basis to the MONTEAGLE POLICE DEPARTMENT. The MONTEAGLE POLICE DEPARTMENT shall be solely responsible for determining whether to use said field force protection kits for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

MONTEAGLE POLICE DEPARTMENT

DocuSigned by:
Craig Tindall
By Craig Tindall, City Manager

By: _____

Printed: _____

Title: _____

Approved as to form:

DocuSigned by:
Adam Tucker
By Adam F. Tucker, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: BG Jones & Company, LLC Contract Amendment #1 for the Bradyville Pike Reconstruction

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the BG Jones & Company, LLC Contract for the for Bradyville Pike ROW Appraisal Review Services.

Staff Recommendation

Approve Amendment to the BG Jones & Company, LLC Contract for the for Bradyville Pike ROW Appraisal Review Services.

Background Information

The City entered an into an Agreement with BG Jones & Company in 2018 for right-of-way appraisal review services related to the Bradyville Pike Reconstruction Project. The project is moving into a new step of the right-of-way phase, and the Attorney General’s office is requesting formal reports for tracts that may be headed into condemnation.

Formal reports include valuation of all improvements, not just the land and impacted improvements, and substantially more market data and analysis. These requirements require more time for the review. The proposed review fees will be \$3,500 for single-family tracts, \$4,500 for multi-family tracts, and \$5,500 for commercial, industrial and institutional tracts.

The City has already met its contract obligations for this project; therefore, this expense is funded 100% by state and federal funds.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

This expense is funded 100% by federal funds and state funds.

Attachments

1. Contract Amendment from BG Jones & Company, LLC
2. Original Contract



February 15, 2023

David Ives
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130

Re: ROW Appraisal Review services
Proposed amendment to the contract for review of Formal reports
Bradyville Pike roadway project
Murfreesboro, TN

Dear Mr. Ives:

As discussed previously in email exchanges, it seems the Bradyville Pike project is moving into a new phase, whereby the AG's office is requesting Formal reports for tracts that may be headed into condemnation. Formal reports include valuation of all improvements, not just the land and impacted improvements (as is the case in a Formal Part Affected report). This means Formal reports include substantially more market data and analysis, which results in significantly more time in the review.

Given the change in scope of the reviews, I would like to propose the following review fees for Formal reports:

- * Single-family residential: \$3,500
- * Multi-family residential: \$4,500
- * Commercial/industrial/institutional: \$5,500

Other terms established in our original contract will remain unchanged. This includes review of Formal Part Affected reports at \$2,500, regardless of property type.

Sincerely,

Brett Jones, MAI, R/W-AC
Email: brett@bgjonescompany.com
Phone: 615-866-4863, Ext. 202

Approved as to Form:

DocuSigned by:

Adam Tucker, City Attorney

Accepted:

Shane McFarland, Mayor



Thursday, November 01, 2018

Tim Jackson
Engineering Department – City of Murfreesboro
111 West Vine Street
Murfreesboro, TN

RE: ROW Appraisal Review
Bradyville Pike Roadway Project
Murfreesboro, TN

Dear Mr. Jackson,

This letter will confirm your request for *B.G. Jones & Company, LLC* to provide you with appraisal review services related to appraisals to be completed in reference to the Bradyville Pike Roadway Right of Way Project. At your request, we will provide appraisal reviews at a fee of **\$2,500 per review**, with an estimated delivery to be determined as assignments are completed. Each review will consist of a written review report and TDOT-Form 2, completed in conformity with Tennessee Department of Transportation guidelines, and the Uniform Standards of Professional Appraisal Practice (USPAP), issued by the Appraisal Standards Board of the Appraisal Foundation. The intended use of the reviews is for the determination of appraisal compliance and reliability. The intended user of the reviews is the City of Murfreesboro. *B.G. Jones & Company, LLC* will not be responsible for any unauthorized use of the information.

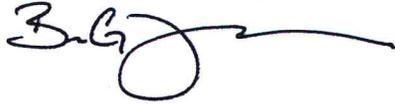
Any additional services, including but not limited to component interest valuation, pretrial research and review, trial preparation and/or testimony, or other consulting services will be billed at a rate of \$300 per hour, with assistant research and administrative support services billed at a rate of \$150 per hour. One PDF copy per review will be submitted via email, with hard copies available upon request and at an additional fee of \$25 per hard copy. A breakdown of fee schedule is shown below:

- Appraisal Reviews - \$2,500 per review
- Additional Services - \$300 per hour (MAI appraiser) / \$150 per hour (assistant research/administrative support)
- PDF included in fee above / \$25 per printed copy

Upon delivery of the completed assignments to the client, the balance will be due and payable to *B.G. Jones & Company, LLC* within 30 days of delivery, increasing 1.5% per month (18% per annum) thereafter until payment is received, plus attorney's fees and costs to collect and enforce this contract.

Thank you for allowing *B.G. Jones & Company, LLC* the opportunity to submit this proposal. If you have any questions, please advise.

Sincerely,



Ben G. Jones, MAI, CCIM

B.G. Jones & Company, LLC

State of Tennessee Certified General Real Estate Appraiser

License No. CG-3082

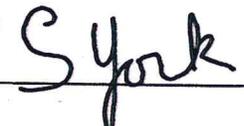
IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: City of Murfreesboro
BY: 
TITLE: Mayor

CONSULTANT: B.G. Jones & Company
BY: Ben G. Jones
TITLE: Principle Appraiser & Founder

Approved as to form:

City Attorney

WITNESS: 

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Contract Amendment with Kimley Horn for the Memorial Blvd Traffic Signal Improvements Project

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract Amendment with Kimley Horn for design services the of Memorial Blvd Traffic Signal Improvements Project.

Staff Recommendation

Approve Contract Amendment with Kimley Horn for the design services of the Memorial Blvd Traffic Signal Improvements Project.

Background Information

On January 27th, 2022, Council approved a contract with Kimley-Horn for the design services of the Memorial Blvd Traffic Signal Improvements. Kimley-Horn completed the Operational Analysis and determined along with staff that the intersections at Memorial Blvd at Medical Center Pkwy/W Lokey Ave and Memorial Blvd at Northfield Blvd do not meet ADA requirements and require surveying and design services to update the pedestrian facilities at these two locations. The additional services are \$34,000 and will raise the contract ceiling to \$220,800.

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

Efficient signalization enhances the safety and operations of the City's roadway network.

Fiscal Impact

The amendment to the contract is a time and material contract not to exceed \$34,000 raising the overall contract ceiling to \$220,800, which is 100% federally funded with

Federal CRRSAA funds.

Attachments

1. Amendment #1 from Kimley Horn
2. Original Contract

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 01 dated February 22, 2023, to the agreement between The City of Murfreesboro ("OWNER") and Kimley-Horn and Associates, Inc. ("ENGINEER") dated January 27, 2022, ("the Agreement") concerning Memorial Boulevard Signal System (the "Project").

WHEREAS, ENGINEER has entered into the Agreement with OWNER for the furnishing of professional services related to the Project;

WHEREAS, the Agreement provides for Additional Services when requested by the OWNER;

WHEREAS, the parties now desire to amend the Agreement to provide for Additional Services; and

NOW, THEREFORE, the Agreement is hereby amended as follows:

Task 13 – Topographic Surveying (per intersection) for the following two (2) intersections will be provided by the ENGINEER per the scope detailed in the Agreement:

- (1) Intersection of Memorial Boulevard at Medical Center Parkway / West Lokey Avenue
- (2) Intersection of Memorial Boulevard at Northfield Boulevard

Task 14 – Civil Infrastructure Design (per intersection) for the two (2) intersections referenced above will be provided by the ENGINEER per the scope detailed in the Agreement.

The ENGINEER will provide the Additional Services described above on a labor fee plus expense basis with the maximum fees summarized below:

Task 13 – Topographic Surveying (two (2) intersections)	\$21,000
Task 14 – Civil Infrastructure Design (two (2) intersections)	\$13,000
<hr/>	
Maximum Labor / Expense Fee for Amendment 01:	\$34,000

All other terms and conditions of the Agreement shall remain the same.

OWNER:
CITY OF MURFREESBORO, TENNESSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

By: Chris D. Rhodes

Printed Name: Christopher D. Rhodes

Title: Vice President

Date: February 22, 2023

APPROVED AS TO FORM:


 Adam F. Tucker, City Attorney

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of January 27, 2022, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER).

OWNER intends to secure professional services to perform planning, design, and construction support services for the Memorial Boulevard Signal System (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, ~~mechanical~~ and electrical engineering services and ~~customary architectural services~~ incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

**SECTION 2
ADDITIONAL SERVICES OF ENGINEER**

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, ~~mechanical~~ and electrical engineering ~~and customary architectural~~ design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for

design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services (See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

**SECTION 3
OWNER’S RESPONSIBILITY**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 The City Engineer shall act as OWNER’s representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.

3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.

3.3 Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER’s Basic Services (except to the extent provided otherwise in Exhibit A, “Further Description of Basic Engineering Services and Related Matters”) the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right of way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER’s agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER’s anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER’s services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

**SECTION 4
PERIODS OF SERVICE**

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER’s services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER’s obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial

operation of the Project, including extra work and required extensions thereto. If in Exhibit A, “Further Description of Basic Engineering Services and Related Matters,” specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, “Further Description of Basic Engineering Services and Related Matters,” after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

**SECTION 5
PAYMENTS TO ENGINEER**

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, “Further Description of Basic Engineering Services and Related Matters”.

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, “Further Description of Basic Engineering Services and Related Matters”.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER’s principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER’s hourly rates provided in paragraph 8.4.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or~~

~~other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. ~~The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus 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, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.

5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

SECTION 6 (RESERVED)

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and

omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at \$1,000,000 per occurrence and comprehensive automobile liability insurance at \$1,000,000 per occurrence.

7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them

arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

**SECTION 8
EXHIBITS AND SPECIAL PROVISIONS**

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of 18 pages.

8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.

8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

~~8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:~~

Principal	\$280/hour
Senior Professional	\$260/hour
Professional	\$195/hour
Production Team Member	\$155/hour
Clerical Staff	\$110/hour

~~These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates~~

~~may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.~~

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

CITY OF MURFREESBORO

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____
A2F6A4BF7CD74E7...

By:  _____
(Christopher D. Rhodes, P.E.)

Title: Mayor

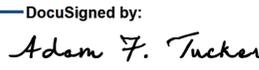
Title: Vice President

Address for giving notice:
Engineering Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Address for giving notice:
Kimley-Horn and Associates, Inc.
214 Oceanside Drive
Nashville, Tennessee 37204
Phone: 615-564-2701

Address for giving notice (after 01/14/2022):
Kimley-Horn and Associates, Inc.
Peabody Plaza
10 Lea Avenue, Suite 400
Nashville, Tennessee 37210
Phone: 615-564-2701

APPROVED AS TO FORM:

 _____
43A2035E51F9401...
City Attorney, Adam Tucker

1/24/2022

EXHIBIT A

**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES
AND RELATED MATTERS**

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on January 27, 2022, between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details planning, design, and construction support services for the Memorial Boulevard Signal System. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

Based on the information provided, we understand that the City of Murfreesboro wishes to improve traffic operations through continued upgrades to their existing signal system along the Memorial Boulevard corridor (US Route 231). The signalized intersections associated with the Project are as follows:

1. Memorial Boulevard at St. Clair Street / Ridgely Road
2. Memorial Boulevard at Medical Center Parkway / West Lokey Avenue
3. Memorial Boulevard at West / East Clark Boulevard
4. Memorial Boulevard at Sulphur Springs Road
5. Memorial Boulevard at West / East Northfield Boulevard
6. Memorial Boulevard at Heritage Park Drive / Glenis Drive
7. Memorial Boulevard at Airport Road
8. Memorial Boulevard at Wendelwood Drive / Lt. Patrick McBride Drive
9. Memorial Boulevard at Haynes Drive / Dejarnette Lane
10. Memorial Boulevard at Osborne Lane
11. Memorial Boulevard at Eleanor Way
12. Memorial Boulevard at Kings Ridge Drive / Brentmeade Drive
13. Memorial Boulevard at West Thompson Lane / Compton Road

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City of Murfreesboro staff, project status and review meetings, preparing and distrusting reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Murfreesboro staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process.

Along with City staff, project stakeholders can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.

Task 1.2 – Project Status Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings on a monthly basis. These meetings will be scheduled virtually via Microsoft Teams and/or in-person – with each meeting venue being determined via coordination with City staff. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Murfreesboro staff. Kimley-Horn will prepare and distribute bulleted meeting agendas and meeting summaries for each meeting. Up to ten (10) project status meetings have been budgeted for this sub-task, with the kick-off meeting being budgeted as one of these ten (10) meetings.

*Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Action Items
Invoices on a Monthly Basis*

Task 2 – Environmental Documentation Services

Given the limited nature of the proposed construction, the improvements for this project are a likely candidate for classification as a “Programmatic Categorical Exclusion” as described in 23 CFR Part 771.117(d). This determination can only be made; however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and FHWA will determine the level of documentation and technical studies required for this project.

Based on the assumption that TDOT and FHWA will determine that a Categorical Exclusion (CE) document is appropriate for this project, Kimley-Horn will prepare the CE document in accordance with the *Tennessee Environmental Procedures Manual* and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*. A preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT’s comments, a final Categorical Exclusion will be submitted to TDOT for acceptance.

If it is determined that additional technical studies beyond those described above are required, or that a Programmatic Categorical Exclusion is not applicable for this project, any additional required technical studies will be performed after authorization by the City in accordance with the Additional Services clause of this agreement.

*Task 2 Deliverables: Preliminary and Final Environmental Documentation (PDF format)
Correspondence and submittals to various regulatory agencies (PDF format)*

Task 3 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the design plan sheets and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine communications infrastructure, signal infrastructure, and a field cabinet inventory. In addition, field visits will be performed at the project intersections and along the project corridors to identify pedestrian infrastructure improvements (ramps, crosswalks, pedestrian signalization), signal phasing / sequencing upgrades, and other potential operational improvements for City consideration. Additionally, this task will comprise the collection of traffic counts and signal timing settings necessary to complete signal timing coordination as well as the observation of existing field conditions.

Task 3.1 – Assemble Base Mapping

This sub-task includes the initial coordination with the City to acquire the base mapping for the project consisting of underground utility locations, electric utility pole locations, right-of-way / parcel data, and roadway data. Geographic Information System (GIS) files received from the City or in coordination with

the City will be converted into MicroStation format and modified into a format suitable for use as base mapping.

Once the appropriate base mapping has been received and finalized for use with this project, Kimley-Horn will assemble the base mapping to use as the design plan sheets. This consists of the following: incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines (if deemed necessary), labeling route numbers / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

Task 3.2 – Field Inventories and Observation

Field inventories will be performed by Kimley-Horn at each intersection to confirm signal phasing, signal head displays, existing geometry, lane widths, turn-bay storage lengths, approach and corridor speed limits, and other physical features deemed pertinent to the project. Photographs will also be taken for each approach of each intersection within the signal system. Kimley-Horn will perform a field visit to each traffic signal during the peak periods. During this time, Kimley-Horn will observe existing platooning and progression of the traffic, confirm existing timing plans (cycle lengths, phasing sequences), observe queuing patterns, identify and monitor traffic flow patterns, and monitor sub-peaks within the peak periods.

Kimley-Horn will review and field-verify the intersection / cabinet inventory data for the project intersections. The following information at each intersection shall be collected via field notes and photographs:

- Physical layout of the signal cabinet (size, location, conduit entrances / sizes)
- Equipment contained in the signal cabinet
- Electrical service arrangement
- Communications equipment (fiber, switches, termination panels)
- Location of existing pedestrian features
- Signal controller phasing / signal head arrangement

Permission and access to the City's traffic signal cabinets will be required for this effort. Furthermore, a copy of any as-built signal plans that the City has available along the project corridor will be requested at this time as well.

Task 3.3 – Traffic Data Collection

Kimley-Horn staff, together with a data collection sub-consultant we frequently utilize, will perform traffic data collection efforts necessary for this project. Kimley-Horn will review existing data available from the City of Murfreesboro and TDOT to determine its usefulness for this project. The chosen sub-consultant's staff will collect turning movement counts at the study intersections on a typical weekday from 6:00AM to 6:00PM with Rutherford County Schools and Middle Tennessee State University in session. Directional ADT tube counts will also be acquired along the corridor from TDOT.

Task 3 Deliverables: Turning Movement Counts

Task 4 – System Engineering Analysis Documentation

Consistent with FHWA and TDOT Intelligent Transportation Systems (ITS) documentation requirements, Kimley-Horn will prepare the required Systems Engineering Analysis (SEA) documentation to address the following items identified in TDOT's *Traffic Design Manual*. Based upon early coordination with

TDOT, we understand that a low-risk SEA is needed for this project in the form of a Simplified Systems Engineering Analysis Form (SSEAF).

Task 4 Deliverables: Preliminary and Final SSEAF (PDF format)

Task 5 – Evaluate Existing Conditions

Task 5 efforts will consist of compiling and validating the data collected in Task 3 and preparing an operational analysis for each project intersection.

Task 5.1 – Data Compilation / Validation

Prior to developing new coordination timings, it is important to understand and validate the existing conditions. Using the data collected in the field and knowledge of the conditions observed during the field observations (Task 3), a network will be developed by Kimley-Horn for each peak using *Synchro*. Existing geometry and traffic volumes along with existing signal timings/settings provided by City staff will be modeled in *Synchro*. The *Synchro* model will be developed using aerial photography as the background.

Task 5.2 – Operational Analysis

Once the field data has been collected and compiled, Kimley-Horn will perform an operational analysis for each of the intersections. Capacity analyses consistent with the *Highway Capacity Manual* will be performed when comparing improvement options. Existing and proposed signal phasing and sequencing will be analyzed as well as identifying other possible operational improvements (e.g. pavement marking changes, geometric improvements, signal control equipment additions and/or upgrades). This information will be compiled in a summary memorandum and presented to City staff as part of a Project Status Meeting.

Task 5 Deliverables: Operational Analysis Memorandum (PDF format)

Task 6 – Preliminary Design Phase Services

This task will encompass the preliminary communications design, preliminary construction plans package, preliminary engineer’s opinion of probable cost, preliminary special provisions, and preliminary submittal and review.

Task 6.1 – Preliminary Design

The design of the Project will consist of the following elements:

- Advanced Transportation Controller (ATC) and Malfunction Management Unit (MMU) upgrades
- Cabinet replacements (where deemed necessary)
- Conversion from multimode fiber optic (MMFO) to single mode fiber optic (SMFO) interconnect (utilizing existing hybrid cable and assessing the ability to utilize the existing drop cable or installing a new SMFO drop cable)
- Network Ethernet switch deployment
- Radar detection deployment (stop bar and advance detection)
- Closed Circuit Television (CCTV) camera deployment
- Dual Dedicated Short-Range Communications (DSRC) / Cellular Vehicle-to-Everything (C-V2X) and BlueTooth® travel time combination unit deployment
- Electrical service upgrades (assess the need for meter base and disconnect switches)

The need for each of these components will be determined for each of the project intersections and incorporated into a preliminary design.

Task 6.2 – Preliminary Construction Plans

The framework for the construction plans will resemble those Kimley-Horn has previously prepared for the Tennessee Department of Transportation (TDOT) and Tennessee local agency Intelligent Transportation System (ITS) projects. The sheets will conform to TDOT's standard sheets in size and design. The construction plans will conform to any applicable City of Murfreesboro standards, TDOT current standards, and TDOT Roadway Design Guidelines. The plans will be prepared suitable for competitive bidding for the City and will consist of the following:

- Cover sheet, index sheets, legend, general notes
- Estimated Quantities Sheet
- TDOT Standard Roadway Drawings Sheet
- General / Special Notes / Utility Contacts
- Controller and/or cabinet replacement details / notes
- Signal head replacement details / notes
- Signal conductor wiring replacement details / notes
- Fiber Splicing Diagrams (if necessary)
- ITS and Signal infrastructure design / modifications (those referenced in Task 6.1 above)
- Traffic Sign / Pavement Marking Sheets (if deemed necessary)
- Other changes or modifications identified in the operational analysis portion of the project that are deemed feasible for construction with this Project

The chosen modifications will be first based upon deficiencies found during the data collection task in Task 3 and second based upon the construction funding available to build the signal upgrades / modifications.

Task 6.3 – Preliminary Engineer's Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable construction cost of the communications design and signal improvements as defined by the plans and technical specifications. The opinion of probable cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

Task 6.4 – Early Utility Coordination

In order to receive utility certification from TDOT, an "Early Utility Coordination" process must be performed in accordance with TDOT guidelines. Kimley-Horn will request a list of Rutherford County utility owners from the TDOT Region 3 Utility Office. Kimley-Horn will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. Kimley-Horn will prepare a document compiling the responses received from the initial coordination letter.

Sixty (60) days after sending the initial coordination letter, Kimley-Horn will send a second letter (either by email or registered mail) to each utility company that did not respond to the initial coordination request. Kimley-Horn will document any responses received within ten (10) days, per the TDOT guidelines.

Task 6.5 – Preliminary Submittal and Review

This subtask consists of the preparation of a preliminary construction plans package and submittal to the City for review.

Task 6.6 – Right-of-Way Submittal

Upon receipt and incorporation of comments from TDOT on the preliminary plans, a Right-of-Way (ROW) set of plans will be submitted to TDOT to satisfy this phase (although ROW and easement acquisitions are not anticipated for this project).

Task 6 Deliverables:

- Preliminary Construction Plans package (PDF format)*
- Preliminary Engineer’s Opinion of Probable Cost (PDF format)*
- Utility Coordination Request Letter (PDF format) to each known Utility Owner within the project corridor*
- ROW Plans package (PDF format)*

Task 7 – Final Design Phase Services

This task will encompass the final construction plans package, final engineer’s opinion of probable cost, development of technical special provisions, and final submittal and review.

Task 7.1 – Comment Incorporation / Resolution

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions from the preliminary construction plans package. The comments and recommended revisions will be incorporated into the design efforts from Task 6.

Task 7.2 – Final Construction Plans

After comments and issues have been received and addressed, Kimley-Horn will prepare a final plan set for submittal to the City. This subtask extends the design efforts in Task 6 and produces a final construction plans package that consists of updated plan sheets, detail sheets, and related design sheets that were submitted in the preliminary construction plans submittal.

Task 7.3 – Final Engineer’s Opinion of Probable Cost

The final engineer’s opinion of probable cost will be developed consistent with the format established in Task 5.

Task 7.4 – Technical Special Provisions

This subtask develops the outline and primary content of the special provisions that will be used for the final bidding and construction documents. It is understood that the TDOT *Standard Specifications for Road and Bridge Construction* and the City’s proprietary item approvals will serve as a base for the special provisions for this project. It is further anticipated that this base information will be augmented and reformatted by Kimley-Horn to meet the particular needs of this project. Special provisions will be developed for the following items:

- Advanced Transportation Controller (ATC)
- Malfunction Management Unit (MMU)
- NEMA TS-2 Type 1 cabinets
- Network Ethernet switch
- Radar detection (stop bar and advance)
- Closed Circuit Television (CCTV) cameras
- Dual Dedicated Short-Range Communications (DSRC) / Cellular Vehicle-to-Everything (C-V2X) and BlueTooth® travel time combination units

Task 7.5 – Final Utility Coordination

Kimley-Horn will submit construction plans to utility owners identified in Task 6.4. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that



the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans.

Task 7.6 – Final Submittal and Review

This subtask consists of the preparation of a final construction plans package and submittal to the City for review.

Task 7 Deliverables:

- Final Construction Plans package (PDF format)*
- Final Engineer’s Opinion of Probable Cost (PDF format)*
- Final Special Provisions (PDF format)*
- Final Construction plans package (PDF format) to each affected Utility Owner within the project corridor*

Task 8 – Pre-Bid Phase Services

Kimley-Horn will assist the City with the following pre-bid phase tasks: bid documents preparation, Disadvantaged Business Enterprise (DBE) goal setting, and proposal contract preparation. Each is described below.

Task 8.1 – Final Sealed Construction Plans for Bidding

Upon receipt of final comments from the City, Kimley-Horn will finalize the plans, special provisions and materials estimates to be incorporated into bidding documents. It is anticipated that Kimley-Horn will coordinate with the City in providing reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the City to confirm that plans / special provisions match procurement procedures. The final design plans will be submitted on one 22” x 34” bond set signed and sealed by a State of Tennessee registered Professional Engineer.

Task 8.2 – DBE Goal Setting

Given the construction budget for this project, the City will be required to set goals for disadvantaged business enterprise (DBE) participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and to seek approval.

Task 8.3 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) in accordance with TDOT Office of Local Programs standards. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the project, and that the TDOT specifications shall be used. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications as prepared as part of Task 7. The remainder of the technical specifications will be based upon TDOT’s Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11” x 17” plan set.

Task 8.4 – Permitting

Kimley-Horn will coordinate with utility companies providing water, sewer, gas, electric, cable and telephone in the project area. Each utility company will be provided with a set of plans to review for

potential conflicts. Considering the project type, it is assumed that there will not be conflicts with the proposed project and utilities and that each utility company will be able to provide a “no-conflict” letter. The plans and each utility “no-conflict” letter will be sent to the TDOT Utility office requesting Utility Certification.

Kimley-Horn will also send the plans to the TDOT Right-Of-Way Division requesting right-of-way certification, as we do not anticipate that any right-of-way and/or easements will be required for this project.

It is assumed that no environmental permits are necessary for this project. Under this assumption, Kimley-Horn will send the plans to the Tennessee Department of Environment and Conservation (TDEC) requesting verification that no environmental permits are necessary. Kimley-Horn will then submit the plans and verification from TDEC to the TDOT Environmental Division requesting environmental certification.

Task 8.5 – TDOT Local Programs Development Office Review

The proposal contract, consisting of the plans and the engineer’s opinion of probable construction cost, will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver up to five (5) bond copies of the plans and Proposal Contract to the City.

Task 8 Deliverables: Final Sealed Construction Plans package for Bidding (five (5) hard copies and PDF format)
Final Engineer’s Opinion of Probable Cost (PDF format)
Final Special Provisions (PDF format)
Final Bid Book (five (5) hard copies and PDF format)

Task 9 – Bid Phase Services

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

Task 9 Deliverables: Bid Advertisement (MS-Word format)
Pre-Bid Meeting Agenda (PDF format)
Bid Addenda, as needed (PDF format)
Written Summary of Bid Tabulation and Evaluation (PDF format)

Task 10 – Signal Timing Optimization Services (Future Construction Phase Task)

Nearing the end of the design phase, Kimley-Horn will prepare optimized timing plans for the corridor as in a format consistent with the City’s Econolite Centrac® Advanced Traffic Management System (ATMS) central software. Kimley-Horn will prepare up to nine (9) unique timing plans for each of the signalized corridors that consist of weekday and weekend peak and off-peak timing plans.

Task 10.1 – Local Controller Settings Development

Using the criteria set forth in the Institute of Transportation Engineer's (ITE) *Manual of Traffic Signal Design* and the Federal Highway Administration's (FHWA) *Manual on Uniform Traffic Control Devices*, Kimley-Horn will calculate and recommend values for the following local controller settings (minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time). These values will be tabulated in a spreadsheet format and shared with City staff for review and comment.

Task 10.2 – Determine System Boundaries

Kimley-Horn will evaluate signal system boundaries along the corridor. We will use the following criteria when choosing boundaries:

- ADT and TMC count data
- Signal spacing
- Cycle length requirements
- Driver expectancy
- Existing features (line of sight, topography, etc.)
- Synchro coordinatability factors
- Coupling Index ($I = V/D$, where D = distance, V = link volume, and I = coupling index). The need for coordination between any two signals is directly proportional to the traffic volume and inversely proportional to the distance between the two signals.
- Information gathered during field observations

Task 10.3 – Cycle Length Evaluation

Kimley-Horn will begin the retiming process by performing peak hour cycle length evaluations in *Synchro* by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from *Synchro* along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

Task 10.4 – Cycle, Split, Offset, and Phase Sequence Development

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed to maximize the arterial greenbands. Recommended timing plans will be reviewed by City staff and approved prior to field implementation via a construction progress meeting referenced in Task 12

Task 10.5 – Coding Sheet and TOD Clock Development

Using the ADT counts gathered in Task 3, Kimley-Horn will develop a Time-of-Day (TOD) clock for each signal system to determine the optimal timing plan for each hour of a typical weekday and weekend day. Furthermore, we will transfer the recommended timings for each intersection per timing plan into a coding sheet format that is compatible with the City's signal controllers.

Task 10.6 – Field Implementation Services

Kimley-Horn will provide coding sheet data to City staff in electronic format consistent with the City's new ATC signal controllers and signal software. At the City TMC, Kimley-Horn will code in the new timing data into the Econolite Centracons® ATMS central software. Kimley-Horn and City staff will conduct field observations of each signalized intersection. Using the Time Space Diagrams (developed in *Synchro*) for each signal, the coordinated timings will be verified as to effectiveness and fine-tuned as

necessary. Progression, as well as split times, may be adjusted based on this observation. During field implementation any immediate adjustments recognized will be made that day in the field. These adjustments will be communicated to City staff so that they can be edited in Centrac® or changed directly at the local controller by Kimley-Horn staff. Any changes will also be documented via a field implementation memo, and the *Synchro* files will be updated accordingly.

Task 10.7 – Before and After Studies

Kimley-Horn will collect and compile travel time and delay data for the corridor during the weekday AM, MD, and PM peak periods prior to the implementation of the new timings (before conditions). Following implementation and fine-tuning of the new timings, after conditions will be collected for the corridor. The after travel time data will be collected once the system has had ample time to stabilize when the new timings have been implemented.

Once all timings have been implemented and fine-tuned, we will prepare a report summarizing the project. The final report will summarize the following:

- Project overview
- Project results
- Summary of all data collected
- Recommended improvements (from Operational Analysis referenced in Task 5)
- Timing plan data
- Results of field implementation / fine-tuning
- Before and After results

Task 10 Deliverables: Local Controller Settings (PDF format)
Cycle Length Evaluation (PDF format)
Econolite Centrac® Coding Sheets (MS-Excel Format)
Project summary report (PDF format and up to five (5) hard copies, if desired)

Task 11 – Engineer of Record Services (Future Construction Phase Task)

Kimley-Horn will provide technical support to the City of Murfreesboro and our Construction Engineering and Inspection (CEI) subconsultant – Ragan Smith Associates, Inc. Kimley-Horn's construction support services will be limited to responding to shop drawing / submittal reviews, Contractor Requests for Information (RFI) and minor design revisions as scoped in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 12 – month duration.

Task 11.1 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 11.2 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by COD. These efforts will consist of preparation and documentation time associated with each activity. A

total of up to four (4) RFI's and up to four (4) on-site visits have been budgeted for this sub-task.

Task 11.3 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the City of Dickson or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of up to four (4) minor design modifications have been budgeted for this sub-task.

Task 11.4 – Integration Support Services

The purpose of this task will be to integrate the existing Econolite Centrac® ATMS software with the 13 traffic signals and other ITS equipment (CCTV) proposed on the corridor. Kimley-Horn efforts will consist of coordinating with City of Murfreesboro Information Technology (IT) staff, Ragan-Smith, the Contractor, and the central software vendor to facilitate technical discussions / decisions regarding the integration of the system. Integration monitoring and oversight activities will be the responsibility of the selected systems vendor, the prime Contractor, and other parties.

Task 11 Deliverables: *Shop Drawing / Submittal Review Correspondence (PDF format)*
Contractor RFI Responses (PDF format)
Minor Design Modifications (PDF format)

Task 12 – Construction Engineering and Inspection Services (Future Construction Phase Task)

Kimley-Horn, together with our Subconsultant – Ragan Smith Associates, Inc. [RSA]) – will provide Construction Engineering and Inspection (CEI) services for the City in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT “Local Government Guideline for the Management of Federal and State Funded Transportation Projects.” Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff required to assist the City in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 12 – month duration. Furthermore, Kimley-Horn anticipates that one (1) inspector in the field will be sufficient for this construction project.

RSA will provide Erosion Prevention and Sediment Control (EPSC) inspection in accordance with the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance with TDOT standards.

Task 12.1 – Pre-Construction and Pre-Erosion Conference

RSA will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the City and TDOT. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

Task 12.2 – Construction Progress Meetings

RSA will coordinate with the Contractor to schedule monthly construction progress meetings. This sub-task will consist of scheduling the meetings, preparing the meeting agenda, and producing meeting minutes for each meeting.

Task 12.3 – Provide Utility Coordination

RSA will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. RSA will prepare for and administer monthly utility coordination meetings with the Contractor and his/her Subcontractors, and the utility representatives (these meetings may not last the entire length of

the construction period; they will be discontinued once the project team believes that utility conflicts have been resolved). RSA will, as a part of these meetings assist the Contractor in the identification of utility installations and activities that may impact the overall progress of the project. RSA will coordinate with the identified utility meeting participants in the scheduling of work that is determined by the contractor to be time-sensitive. Kimley-Horn nor RSA is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the Contractor's work or lack thereof. The sole purpose of Kimley-Horn's and RSA's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate utility installation work that interferes with other project work.

Task 12.4 – Supplemental Agreements / Construction Change Orders

RSA will notify the City of the necessity for any Supplemental Agreements / Construction Changes. RSA will negotiate prices for additional pay items with the Contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. RSA will prepare the Supplemental Agreement / Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. RSA will review any Value Engineering Change Proposals and prepare recommendations for the City.

Task 12.5 – Quality Assurance, Testing for Acceptance, and Training

RSA will provide certified and trained personnel for field and plant testing and inspection. RSA will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. RSA will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. RSA will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection (if these materials are proposed in the Plans). RSA will provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the Department's sampling and testing schedule (if these materials are proposed in the Plans). RSA will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by RSA for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the City.

Concerning ITS and traffic signal equipment, RSA will review and oversee the project testing plan developed by the Contractor including project testing and acceptance procedures necessary to demonstrate compliance with the technical requirements included in the project technical special provisions and plans. RSA will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Special Provisions.

Task 12.6 – Progress Payments

RSA will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment.



Recommended pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate “cut-off” will be the 15th of each month. Copies of approved subcontracts as well as copies of actual DBE Subcontractor’s contracts will be on file prior to the first Progress Payment.

Task 12.7 – Distribution of Correspondence

RSA will submit to the City a copy of the correspondence between Kimley-Horn, RSA, the City, the Contractor, Subcontractors, and TDOT concerning matters related to the project. RSA will maintain an office file copy for submission with the project Final Records.

Task 12.8 – Inspection of Work

RSA will provide construction observation (inspection) services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. RSA will observe, measure, and record the quantities for payment. RSA will record field measurements in project records for review by the City, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the City. RSA will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. RSA will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. RSA will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. RSA will prepare to justify pay quantities in the case of questions by the Contractor or TDOT. RSA will maintain a daily diary, signed by the field representative, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

Task 12.9 – Contractor Payrolls, Employee Interviews and Contract Compliance

RSA will receive and check the Contractor's payrolls for conformance to state wage rates as defined in the contract. Late payroll information (two weeks late) is understood by RSA to be appropriate justification to withhold progress payment. RSA will notify the Contractor of late payrolls and request immediate submission. RSA will notify the City prior to making a recommendation for withholding payments. RSA will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. RSA will notify the Contractor of inaccuracies and seek to resolve discrepancies. RSA will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

Task 12.10 – Reports

Reports and documents as required by TDOT guidelines will be generated by RSA in the process of contract administration. RSA will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

Task 12.11 – Final Records

RSA will submit a compilation of project records in TDOT standard format to the City after project completion. RSA will make one (1) set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. RSA will submit final forms (FHWA-47, CC3, etc.) with the final records.

Task 12 Deliverables: *Pre-Construction Conference Meeting Minutes (PDF format)*
Construction Progress Meeting Minutes (PDF format)
CEI Documentation consistent with TDOT Procedures

Task 13 – Topographic Surveying (Potential Future Task)

Where deemed necessary due to required Americans with Disabilities Act (ADA) curb ramp and/or sidewalk additions / modifications, our subconsultant will prepare a topographic survey on a per corner and/or per intersection basis. A field survey will be performed using conventional ground surveying methods, static and aerial LiDAR or other methods as determined by our surveying subconsultant, Ragan-Smith Associates, Inc. Survey information gathered for the project will adhere to the TDOT Survey Manual, be performed in MicroStation and Geopak V8i file format, and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN) and referencing local benchmarks. The topographic field survey will consist of the following elements:

- The horizontal and vertical locations of above ground features consisting of pavement striping, signal infrastructure, and sign locations within the survey limits.
- Horizontal and vertical locations of drainage structures and drainage features within the survey limits consisting of the next structure/pipe down/upstream, if outside of survey limits.
- Horizontal and vertical locations of utilities based on visible evidence of above ground features, Tennessee 811 one-call and/or record drawings.
- Right-of-way lines, private property lines, and existing easements within the survey limits. The right-of-way and easement locations will be based on found property corner monuments and/or deed research of ownership records.
- Property acquisition table with Tract Numbers, Property Owners, Tax Map number, Parcel Number, Deed Document Reference, and Total Acreage in Microsoft Excel format, following the TDOT Survey Acquisition Table Template.

Survey limits on a per intersection basis will be as follows:

- 400 linear feet (LF) of coverage on Memorial Boulevard
- 200 LF on the side street approaches
- Survey width will extend approximately 20 LF beyond the existing right-of-way limits

Survey limits on a per corner basis will be as follows:

- From the first travel lane line (12' to 16' from EOP) to approximately 20 linear feet (LF) beyond the existing right-of-way limits for 100 linear feet (LF) along Memorial Boulevard from the intersecting side road
- From the first travel lane line (12' to 16' from EOP) to approximately 20 linear feet (LF) beyond the existing right-of-way limits for 100 linear feet (LF) along each side road from the intersection of Memorial Boulevard

Task 14 – Civil Infrastructure Design Services (Potential Future Task)

If required by TDOT, Kimley-Horn will design civil infrastructure improvements consisting of ADA curb ramp additions and/or modifications at required intersection locations. Additionally, the need for crosswalks, pedestrian signalization, and Accessible Pedestrians Signals (APS) will be assessed and incorporated into the design, if required. Plan, profile, and/or detail sheets deemed necessary to illustrate design intent will be developed at this stage. Grading, paving, drainage, and erosion control elements will also be developed during this task and incorporated into the plans package.

Task 15 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those describe above
- Intersection / roadway design services
- Right-of-Way services
- Additional traffic data collection (TMC / ADT)
- Additional traffic engineering analyses
- Additional signal timing services outside of those detailed above
- Additional signal system design outside of the scope referenced
- Additional bid phase and pre-construction services should the City decide to bid the project multiple times
- Attendance at review meetings and / or public hearings
- Utility Make Ready design
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- As-built traffic signal plans or file drawings (if available)
- Existing signal timing parameters (coordination, time-of-day / day-of-week, and local controller settings data)

SCHEDULE

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the schedule detailed below:

Task	Milestone
Environmental Documentation Submittal	We will begin this task following signed contract with the City of Murfreesboro. Agency letters will be submitted within 30 days and the final environmental document will be submitted within 30 days of receiving feedback from each state / federal agency. It is assumed that the overall environmental process will take at least 90 days depending on the timeframe of review from State and Federal agencies
Data Collection, and Field Work	This will be completed within the first 90 days following the signed contract with the City of Murfreesboro. This task will run concurrently with the Environmental documentation task.
Systems Engineering Analysis (SEA)	30 days following signed contract with the City of Murfreesboro. This task will run concurrently with the Environmental documentation and surveying / data collection task.
Preliminary Design Submittal	90 days following an approved Environmental Document.
Final Design Submittal	90 days following TDOT NTP for final design
Bid Documents	Submittal of bid documents will occur within 60 days following consolidated comments from the City and TDOT and issuance of TDOT NTP for Right of Way (following TDOT approval of Final Design Plans). This task also consists of TDOT Right of Way Certification, TDOT Utility Certification and TDOT Environmental permit certification.
Bid Phase Services	Beginning after TDOT NTP for construction

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.



FEE AND BILLING

Kimley-Horn will perform the NEPA (PE-N) and Design (PE-D) phase services described in Tasks 1 through 9 on a labor fee plus expense basis with the maximum fee summarized below.

<i>Task 1 – Project Coordination Services</i>	<i>\$19,800</i>
<i>Task 2 – Environmental Documentation Services</i>	<i>\$14,200</i>
<i>Task 3 – Data Collection Services</i>	<i>\$18,600</i>
<i>Task 4 – Systems Engineering Analysis Documentation</i>	<i>\$2,400</i>
<i>Task 5 – Evaluate Existing Conditions</i>	<i>\$11,600</i>
<i>Task 6 – Preliminary Design Phase Services</i>	<i>\$63,700</i>
<i>Task 7 – Final Design Phase Services</i>	<i>\$33,800</i>
<i>Task 8 – Pre-Bid Phase Services</i>	<i>\$14,300</i>
<i>Task 9 – Bid Phase Services</i>	<i>\$8,400</i>

Maximum Labor / Expense Fee for PE-N / PE-D Tasks:	\$186,800
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Kimley-Horn will not exceed the total maximum labor / expense fee shown without authorization from the City of Murfreesboro. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

Costs for the future construction phase tasks are to be determined (TBD) once the Project is nearing design completion and more detail is known regarding the size, scope, schedule, and budget for the Construction Phase.

<i>Task 10 – Signal Timing Optimization Services</i>	<i>TBD</i>
<i>Task 11 – Engineer of Record Services</i>	<i>TBD</i>
<i>Task 12 – Construction Engineering and Inspection Services</i>	<i>TBD</i>

Maximum Labor / Expense Fee for Construction Phase Tasks:	TBD
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These construction tasks will utilize funds from the Construction (CONST) phase of the City's contract with TDOT.

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MEMORIAL BOULEVARD SIGNAL SYSTEM
**EXHIBIT A
MURFREESBORO, TENNESSEE**

If requested by the City, Kimley-Horn can provide topographic surveying for the potential future task (Task 13) on a on a labor fee plus expense basis with the maximum fees summarized below. Fees are expressed on a per intersection or per corner basis based upon the need at each individual project intersection. This Task will only be completed if authorized by the City of Murfreesboro.

	Fee	Initials	Date
<i>Task 13 – Topographic Surveying (per intersection)</i>	<i>\$10,500</i>		
<i>Quantity (number of intersections) _____</i>			
<i>Total “Intersection” Topographic Surveying Cost:</i>	_____	_____	_____
<i>Task 13 – Topographic Surveying (per corner)</i>	<i>\$4,500</i>		
<i>Quantity (number of corners) _____</i>			
<i>Total “Corner” Topographic Surveying Cost:</i>	_____	_____	_____

If requested by the City, Kimley-Horn can provide civil infrastructure design services associated with ADA ramps for the potential future task (Task 14) on a on a labor fee plus expense basis with the maximum fees summarized below. Fees are expressed on a per intersection or per corner basis based upon the need at each individual project intersection. This Task will only be completed if authorized by the City of Murfreesboro.

	Fee	Initials	Date
<i>Task 14 – Civil Infrastructure Design (per intersection)</i>	<i>\$6,500</i>		
<i>Quantity (number of intersections) _____</i>			
<i>Total “Intersection” Civil Infrastructure Design Cost:</i>	_____	_____	_____
<i>Task 14 – Civil Infrastructure Design (per corner)</i>	<i>\$2,000</i>		
<i>Quantity (number of corners) _____</i>			
<i>Total “Corner” Civil Infrastructure Design Cost:</i>	_____	_____	_____

Kimley-Horn will perform the services described in Task 15 (Additional Services) of the Scope of Services on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 15 will not be performed without authorization from the City of Murfreesboro.

EXHIBIT B

DISPUTE RESOLUTION

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.
- 7.6.6 If the complete resolution of a dispute requires the joinder of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

MANDAY ESTIMATE AND FEE PROPOSAL

Memorial Boulevard Signal System Planning / Design Phase Services Murfreesboro (Rutherford County), Tennessee

Federal Project Number: TBD

TDOT Project Number: TBD

TDOT PIN: TBD

City of Murfreesboro, Tennessee



Prepared By:
Chris Rhodes, PE

Date prepared:
January 6, 2022

Kimley»Horn

214 Oceanside Drive
Nashville, Tennessee 37204

Phone: (615) 564-2701
E-mail: chris.rhodes@kimley-horn.com

Memorial Boulevard Signal System Planning / Design Phase Services Murfreesboro (Rutherford County), Tennessee											
TASKS	ACTIVITIES	Project Manager	Senior Professional	Professional (ITS)	Professional (Civil)	Analyst	Designer	Senior Environmental Planner	Environmental Planner	Support Staff	TOTAL
1	PROJECT MANAGEMENT SERVICES										
1.1	Project Kick-off Meeting	2.00				2.00					4.00
1.1	Prop / Document	2.00				4.00					6.00
1.2	Project Status Meetings	2.00				24.00					26.00
1.2	Prop / Document	10.00				10.00					20.00
1.3	Monthly PM	12.00								24.00	36.00
2	ENVIRONMENTAL DOCUMENTATION SERVICES										
2.0	TRD / Agency Coordination							2.00	20.00		22.00
2.0	Technical Studies							8.00	32.00		40.00
2.0	Document Preparation / Approval							2.00	32.00	2.00	36.00
3	DATA COLLECTION SERVICES										
3.1	Assemble GIS Base Mapping	1.00				2.00	18.00				21.00
3.2	Field Inventories and Observation			24.00			24.00				48.00
3.3	Traffic Data Collection			2.00		4.00					6.00
4	SYSTEMS ENGINEERING ANALYSIS DOCUMENTATION										
4.0	Prepare Preliminary SISEAF			1.00		6.00					7.00
4.0	Address City / TDDOT Comments			2.00		2.00					4.00
4.0	Finalize SISEAF			1.00		2.00					3.00
5	EVALUATE EXISTING CONDITIONS										
5.1	Data Collection / Validation			4.00		18.00					22.00
5.2	Operational Analysis	8.00		12.00		40.00					60.00
6	PRELIMINARY DESIGN PHASE SERVICES										
6.1	Preliminary Design					48.00					48.00
6.1	Signal Infrastructure Design (FVA, APS, etc.)	2.00	4.00	12.00		48.00					66.00
6.1	ITS Design (CCTV, DSRC, Fiber, Radar, etc.)	2.00	4.00	12.00		48.00					66.00
6.2	Preliminary Construction Plans	2.00	4.00	18.00		60.00	120.00				204.00
6.3	Preliminary Engineer's Opinion of Probable Cost	4.00		8.00		18.00	12.00				42.00
6.4	Early Utility Coordination					18.00				2.00	20.00
6.5	Preliminary Submittal and Review	2.00		4.00		8.00	12.00			2.00	28.00
6.6	ROW Submittal and Review	2.00		2.00		10.00	30.00				44.00
7	FINAL DESIGN PHASE SERVICES										
7.1	Comment Incorporation / Resolution	4.00	2.00			4.00					10.00
7.2	Final Construction Plans	4.00	8.00	12.00		38.00	48.00				100.00
7.3	Final Engineer's Opinion of Probable Cost	2.00		2.00		4.00	8.00				16.00
7.4	Technical Special Provisions	2.00	4.00	24.00							30.00
7.5	Final Utility Coordination			2.00		18.00					20.00
7.6	Final Submittal and Review	2.00		4.00		8.00	12.00			2.00	28.00
8	PRE-BID PHASE SERVICES										
8.1	Final Sealed Construction Plans for Bidding	2.00	2.00			16.00				2.00	22.00
8.2	IDS Good Selling			1.00		4.00					5.00
8.3	Proposal Contract Preparation	2.00		8.00		16.00					26.00
8.4	Permitting	2.00				8.00					10.00
8.5	TDDOT Local Programs Development Office Review	6.00		12.00							18.00
9	BID PHASE SERVICES										
	Bid Advertisement	0.50		1.00		4.00					5.50
	Pre-Bid Meeting	4.00				4.00					8.00
	Bid Advertis	4.00	2.00			4.00					10.00
	Bid Opening / Bid Tabulation / Concurrence	4.00				14.00				8.00	26.00
10	SIGNAL TIMING OPTIMIZATION SERVICES (FUTURE CONST PHASE TASK)										
	To be developed closer to CONSTRUCTION										
11	ENGINEER OF RECORD SERVICES (FUTURE CONST PHASE TASK)										
	To be developed closer to CONSTRUCTION										
12	CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (FUTURE CONST PHASE TASK)										
	To be developed closer to CONSTRUCTION										
13	TOPOGRAPHIC SURVEYING										
	If requested by the City of Murfreesboro										
14	CIVIL INFRASTRUCTURE DESIGN SERVICES										
	If requested by the City of Murfreesboro										
15	ADDITIONAL SERVICES										
	If requested by the City of Murfreesboro										
	TOTAL PERSON HOURS	111.50	28.00	172.00		456.00	284.00	10.00	84.00	42.00	1,187.50
	PERSON-HOUR LABOR RATES	62.50	80.00	65.00	45.00	37.50	35.00	72.50	40.00	35.00	
	PERSON-DAY LABOR RATES	660.00	640.00	480.00	360.00	300.00	280.00	580.00	320.00	280.00	
	LABOR COSTS	\$7,188.75	\$2,240.00	\$10,320.00		\$17,100.00	\$9,940.00	\$725.00	\$3,360.00	\$1,470.00	\$4,333.75

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECT EXPENSES

Memorial Boulevard Signal System
 Planning / Design Phase Services
 Murfreesboro (Rutherford County), Tennessee

Automobile Mileage	740	@	\$	0.47	\$	347.80
Hotel Stay (Nashville)	0	@	\$	161.00	\$	-
Rental Car (Per Day)	0	@	\$	40.00	\$	-
Rental Car Gas (Per Tank)	0	@	\$	35.00	\$	-
Taxi / Rideshare	0	@	\$	25.00	\$	-
Meals (Full Day)	0	@	\$	59.00	\$	-
Meal (Travel Day)	0	@	\$	44.25	\$	-
Data Collection Subconsultant - Marr Traffic	1	@	\$	8,190.00	\$	8,190.00
Surveying Subconsultant - Ragan Smith Associates, Inc. (per intersection)	0	@	\$	10,500.00	\$	-
Surveying Subconsultant - Ragan Smith Associates, Inc. (per corner)	0	@	\$	4,500.00	\$	-
External Printing (Reprographics)	1	@	\$	1,200.00	\$	1,200.00
In-House Copies	270	@	\$	0.10	\$	27.00
In-House 11" X 17" Copies	220	@	\$	0.25	\$	55.00
Express Mail	4	@	\$	17.50	\$	70.00
Parking	0	@	\$	8.00	\$	-
DIRECT EXPENSE TOTAL					\$	9,889.80

KIMLEY-HORN AND ASSOCIATES, INC.
FEE PROPOSAL

Memorial Boulevard Signal System
Planning / Design Phase Services
Murfreesboro (Rutherford County), Tennessee
January 6, 2022

1	Direct Labor	=	\$54,353.75
2	Overhead (Rate: 1.9499 x 1)	=	\$105,984.38
3	Subtotal 1 + 2	=	\$160,338.13
4	Net Fee (Rate: 2.35 x 0.130 x 1)	=	\$16,610.00
5	Subtotal 3 + 4	=	\$176,948.13
6	Direct Expense (Itemize and attach)	=	\$9,889.80
7	Premium Labor	=	\$0.00
8	Total 5 + 6 + 7	=	\$186,837.93
	TOTAL PROJECT	=	\$186,837.93
	TOTAL PROJECT (ROUNDED)	=	\$186,800.00

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Gregory Peck and Associates Contract Amendment #2 for Bradyville Pike Reconstruction

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the Gregory Peck and Associates Contract for the for Bradyville Pike ROW Appraisal Review Services.

Staff Recommendation

Approve Amendment to the Gregory Peck and Associates Contract for the for Bradyville Pike ROW Appraisal Review Services.

Background Information

The City entered an into an Agreement with Gregory Peck and Associates in 2018 for right-of-way appraisal review services related to the Bradyville Pike Reconstruction Project. The project is moving into a new step of the right-of-way phase, and the Attorney General’s office is requesting formal reports for tracts that may be headed into condemnation.

Formal reports include valuation of all improvements, not just the land and impacted improvements, and substantially more market data and analysis. These requirements require more time for the review.

Formal reports include valuation of all improvements, not just the land and impacted improvements, and substantially more market data and analysis. These requirements require more time for the review. The proposed appraisal fees for these will be \$6,500 for single-family tracts, \$8,500 for multi-family tracts, and \$10,000 for commercial, industrial, and institutional tracts.

The City has already met its contract obligations for this project; therefore, this expense is funded 100% by state and federal funds.

Council Priorities Served

Responsible budgeting

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

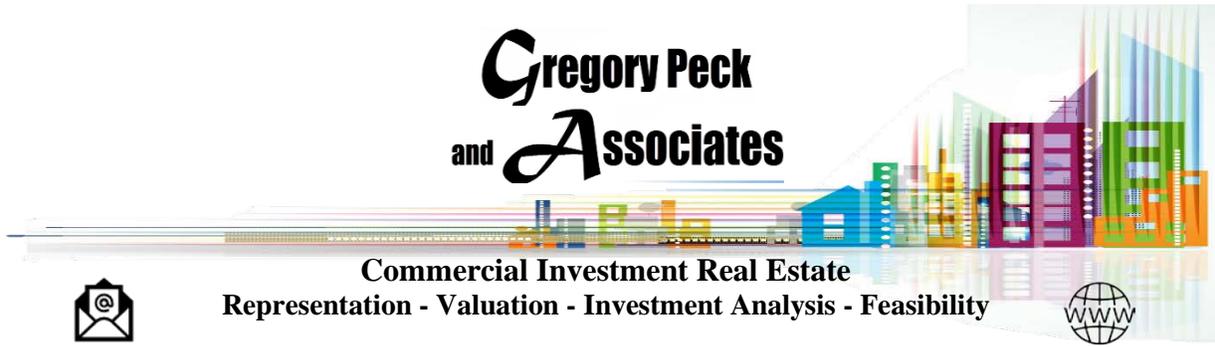
Fiscal Impact

This expense is funded 100% by federal funds and state funds.

Attachments

1. Contract Amendment from Gregory Peck and Associates
2. Original Contract

Gregory Peck and Associates



Commercial Investment Real Estate

Representation - Valuation - Investment Analysis - Feasibility



info@GregoryPeckandAssociates.com

GregoryPeckandAssociates.com

February 16, 2023

Mr. David Ives | Deputy City Attorney
City of Murfreesboro
111 Vine St
Murfreesboro, TN 37130
Email: dives@murfreesborotn.gov
Phone #: (615) 410-8235
Phone #: (615) 849-2616
Fax #: (615) 849-2662

RE: Bradyville Pike Road Widening from US-41 (SE Broad St) to South Rutherford Blvd.
Federal Project No: STP-M-99(35)
State Project No: 75LPLM-F2-030
Murfreesboro, TN.

This project is moving into a new phase, whereby the AG's office is requesting Formal reports for tracts that may be headed into condemnation. Formal reports include valuation of all improvements, not just the land and impacted improvements (as is the case in a Formal Part Affected report). This means Formal reports include substantially more market data and analysis which should be reflected in an increased fee.

Given the change in scope of the reviews, I'd like to propose the following appraisal fees for Formal reports:

- * Single-family residential: \$6,500
- * Multi-family residential: \$8,500
- * Commercial/Industrial/Institutional: \$10,000

Other terms established in our contract would remain unchanged.

Accepted this ____ day of _____ 2023.

Print

Signature

Approved as to form:

Adam F. Tucker, City Attorney

Gregory O. Peck



. . . creating a better quality of life.

December 3, 2018

Mr. Greg Peck
Gregory Peck & Associates
1535 W. Northfield Blvd.
Suite 15
Murfreesboro, TN 37129

**RE: SR 99 (Bradyville Pike) Widening from SR 2 (SE Broad St) to S. Rutherford Blvd
Right of Way Acquisition Services
Federal Project Number STP-M-99(35)
State Project Number 75LPLM-F2-030**

Dear Greg:

Subsequent to the approval by the City Council on November 29, 2018 please find enclosed a fully executed contract for this service, you are hereby issued a Notice to Proceed effective December 3, 2018.

Please provide the City with certificates of insurance naming the City as additional insured with endorsements.

I look forward to working with your firm in furtherance of this effort.

Sincerely,

Jim Kerr
Transportation Director

Gregory Peck and Associates

Commercial Investment Real Estate
Representation - Valuation - Investment Analysis - Feasibility
Email: info@gregorypeckandassociates.com

Date: November 2, 2018

To: Mr. David Ives | Deputy City Attorney
City of Murfreesboro
111 Vine St
Murfreesboro, TN 37130
Email: dives@murfreesborotn.gov

Subject: **Bradyville Pike Road Widening**
Murfreesboro, Rutherford County, TN

Purpose: Thank you for your request concerning the possibility of my preparing appraisals for the referenced project. It is my understanding that the purpose of the appraisals is to estimate the market value of the fee simple interest "as is" of the right-of-way acquired including fee acquisition and easements for up to 150 parcels involved in the referenced project.

Client: The client will be the City of Murfreesboro. The report is intended for use only by the City of Murfreesboro and its representatives in negotiating the sale for the City of Murfreesboro. Use of this report by others is not intended by the appraiser and no third party may rely upon the appraisal for any purpose without the written consent of the appraiser.

Fee: The fee for the completion of the complete appraisals in an Appraisal Report as defined by USPAP under Standards Rule 2-2(a) will be a **maximum of \$100,000, plus \$3,000 per each NPP that needs an Appraisal Report**. The report will comply with the requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). We will use our best efforts to prepare the report on or before the assigned and agreed upon due date.

Additional Services: The fixed fee set forth in the foregoing does not cover testimony in public or private hearings in court with reference to the property. In the event either or both appraisers are subpoenaed or otherwise required to attend any such hearings as a result of having prepared this appraisal, there will be an additional charge of \$300 per hour for pretrial conferences, depositions, travel time out side of Rutherford County, and testimony. The fee of \$300 per hour is the acceptable fee approved by TDOT for acquisition services.

The fee quote does not include the cost of any conferences that you might request, or counseling services beyond the foregoing assignment. Such additional services will be at the rate of \$300 per hour for our time and \$75 per hour for our administrative assistant's time and all direct costs in connection with said work such as maps, research studies, etc., but in no case will the direct cost exceed \$500 per hour without your prior written approval. The foregoing hourly rates and terms apply to pretrial conferences and the preparation of court exhibits.

Termination: You may terminate this agreement at any time for any reason whatsoever at your sole discretion. Should termination occur, we will charge you, and you agree to reimburse for all services rendered at the rate of \$300 per hour for our time and \$75 per hour for our administrative assistant's time and all costs advanced in connection with said work, prior to receipt of such written notice, but in no case more than the total fee stated in the foregoing. Such termination notice is to be written and delivered via e-mail.

Comments: Our appraisal work is performed in conformity with and subject to the Code of Ethics and Standards of Professional Practice of the Appraisal Institute. We are also "State Certified General Real Estate Appraisers" under the State Licensing and Certified Real Estate Appraisers Law, which requires that our appraisals meet the Uniform Standard of Professional Practice (USPAP) as promulgated by the Appraisal Foundation.

The appraisal will be prepared for the sole and exclusive use of the City of Murfreesboro, and we request that you seek written authorization before releasing the report to any other party.

If the terms set forth in this letter are agreeable, please sign below and return one copy of this proposal for my file via e-mail.

The above terms for the appraisal are agreeable and I/we authorize you to proceed.

Accepted this 29th day of November 2018.

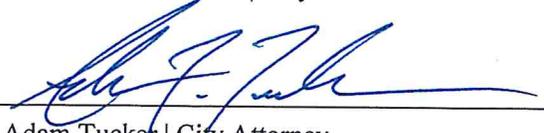
Approved as to form:



Shane M. McFarland | Mayor



Gregory O. Peck, CCIM, SRPA, CG-140



Adam Tucker | City Attorney

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Pipe and Materials for MLK Blvd Project

Department: Water Resources

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase materials necessary to upgrade the water lines located on Martin Luther King Jr. Blvd. by MWRD Operations and Maintenance construction crews.

Staff Recommendation

Approval to purchase materials from Southern Pipe & Supply.

Background Information

MWRD Operations and Maintenance Division accepted bids for the materials to upgrade the water lines for the MLK Blvd project Southern Pipe & Supply was the lowest responsible bidder.

Council Priorities Served

Responsible budgeting

Competitive bidding process assures the most competitive price is secure from the most responsible supplier.

Fiscal Impact

The overall material costs associated for this project is \$115,933. Funds are available in FY23 O&M Capital Budget Expenditures.

Attachments

Southern Pipe & Supply Contract

Agreement for Pipe & Materials – Martin Luther King Jr. Blvd Water Project

This Agreement for Pipe & Materials (this “Agreement”) is entered into and effective as of the ____ day of _____ 2023 (“Effective Date”), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Southern Pipe & Supply Company, Inc., a corporation of the State of Delaware (“Contractor”).

This Agreement consists of the following documents:

- This document;
- ITB-35-2023 – Pipe and Materials – Martin Luther King Jr. Blvd Water Project issued January 3, 2023 (the “Solicitation”);
- Contractor’s Proposal, dated January 17, 2023 (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated January 17, 2023 (the “Price Proposal”); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor’s Proposal.

1. Duties and Responsibilities of Contractor.

The Contractor shall provide and the City shall purchase the materials based on Contractor’s Proposal, Contractor’s Price Proposal and the specifications set forth in “ITB-35-2023 – Pipe and Materials – Martin Luther King Jr. Blvd Water Project.”

2. Term.

This Agreement commences on the Effective Date and expires in one (1) year, unless extended by mutual agreement of the parties or terminated pursuant to the terms set forth in this Agreement. The Contractor's services may be terminated in whole or in part:

- a. For the convenience of the City or Contractor, provided that the City or Contractor notifies the other party in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- b. 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 in writing, stating with reasonable specificity the grounds for termination, and the other party fails to remedy the problem within fifteen (15) days after receiving written notice.
- c. Should the Contractor fail to fulfill its obligation within a timely and proper manner under this Agreement or if the Contractor 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.

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total **purchase price of \$115,933.53**. Any compensation due to the Contractor under this Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay the Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in this Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available for delivery within twenty-four (24) weeks from execution of this Agreement. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. Delivery Contact: Charles Hancock (email: chancock@murfreesborotn.gov, phone: 615-642-3313). The materials shall be delivered to the City of Murfreesboro Water Resources Department, 1725 South Church Street, Murfreesboro, TN 37130.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or this Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to this 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 bid price.

4. Warranty. The Contractor shall provide all warranties as described in the ITB and Bid Proposal.

5. Taxes. The City is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. The City shall not be responsible for any taxes that are imposed on the Contractor. Furthermore, the Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City.

6. Insurance. During the term of this Agreement, the Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. The 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."

7. Indemnification.

- a. The 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 the 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 the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. The 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. The Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide the 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 the Contractor to do so. The City reserves the right to participate in the defense of any such action. The 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 the 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 the Contractor's obligation to satisfy the final award, the Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, the Contractor will not exercise this option until the 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 the Contractor, the use of the products or services in a manner for which the products or services were neither

designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to the Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Southern Pipe & Supply
City of Murfreesboro	Attn: Chris Wiseman
111 West Vine Street	1223 Foster Avenue
Murfreesboro, TN 37130	Nashville, TN 37210
	chris.wiseman@southernpipe.com

9. **Maintenance of Records.** The Contractor must maintain documentation for all charges against the City. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, must be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** The Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from

participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 15. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 16. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to the Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of the 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 the Contractor from its obligations hereunder.
- 17. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 18. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

- 20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

SOUTHERN PIPE & SUPPLY COMPANY, INC

By: _____
Shane McFarland, Mayor

DocuSigned by:
Chris Wiseman
By: _____
4F571EE29D3E4FE...
Chris Wiseman, Sales

Approved as to form:

DocuSigned by:
Adam F. Tucker

43A2035E51E9491
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Creation of the Tennis Commission

Department: Mayor

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Creation by ordinance of a Tennis Commission

Background Information

It is proposed that a Tennis Commission is formed by ordinance to serve as an advisory body for the management of the Adams Tennis Center.

Fiscal Impact

None

Attachments

Ordinance 23-O-10

ORDINANCE 23-O-10 amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Articles II and III, creating a Tennis Commission.

WHEREAS, the City of Murfreesboro operates the Adams Tennis Complex at Old Fort Park; and

WHEREAS, the City endeavors to provide first-rate instruction for tennis players of all ages and skill levels; and

WHEREAS, continuous assessment, program improvement initiatives, and increased social events will increase the value of the facilities and programs available to both members and nonmembers; and

WHEREAS, improving the City's existing partnership with the Middle Tennessee State University tennis teams will allow the teams to raise their national reputation; and

WHEREAS, the City and the local tennis community will benefit from the active, focused involvement and supervision by highly knowledgeable people and from hosting tennis events that benefit the local economy.

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

SECTION 1. Section 21.5-22 of the Murfreesboro City Code is hereby amended by deleting the existing section marked "Reserved" in its entirety and substituting in lieu thereof the following:

"SECTION 21.5-22 Limitations on powers and duties with respect to Adams Tennis Center.

Notwithstanding anything to the contrary in this article that may be expressly or impliedly provided, nothing in this article shall be held or construed to empower the Parks and Recreation Commission to establish rules, regulations, or fees for the Adams Tennis Center or in any other way to oversee or supervise such facility or the programs and activities conducted at the facility."

SECTION 2. Chapter 21.5, Article III of the Murfreesboro City Code is hereby amended by deleting the existing marked "Reserved" in its entirety and substituting in lieu thereof the following:

ARTICLE III. TENNIS COMMISSION

SECTION 21.5-27 Tennis Commission created; composition; term; vacancies; compensation; removal.

(A) *Commission created; composition.* There is hereby created the City of Murfreesboro Tennis Commission, which shall be composed of seven (7) voting members, each of whom shall be nominated by the Mayor and approved by City Council. One member of City Council, selected by the Mayor, shall serve as an ex-officio member of the Tennis Commission. One member of the Parks and Recreation Commission, selected by that body,

shall also serve an ex-officio member of the Tennis Commission. The chair of the Tennis Commission shall be selected by the Mayor, subject to City Council approval, from among the Commission's voting members.

- (C) *Term of office.* The term of Commission members shall be three years; provided that the terms of the initial Commission members shall be one to four years as designated in the appointment of the Commission members with a goal of no more than 1/3 of the Commission members terms expire each year. Commission members shall serve until their terms expire and until their successor is selected and qualified, or until their earlier resignation, removal, or death.
- (D) *Vacancy.* Whenever a vacancy in the membership of the Commission occurs, that vacancy shall be filled as provided in subsection (A), and such appointee shall serve for the unexpired term of the Commission member which such appointee replaces.
- (E) *Compensation.* Commission members shall serve without pay.
- (F) *Removal.* The City Council may remove a member from the Tennis Commission if the Commission member fails to fulfill the member's duties as a Commission member or for other good cause as determined by the City Council in its discretion.

SECTION 21.5-28 Purpose.

The purpose of the Tennis Commission is to serve as an advisory body to City Council, the City Manager, and other City staff with respect to the management, operation, and maintenance of, as well as the programming and events conducted at, the Adams Tennis Complex.

SECTION 21.5-29 Powers and duties; limitations.

- (A) *Bylaws.* The Tennis Commission shall have the power to adopt and revise bylaws and rules of procedure for the purpose of conducting the Commission meetings and other business.
- (B) *Fees and charges.* The Tennis Commission shall recommend membership fees and other fees and charges for the use of and events held at the Adams Tennis Complex. Such recommendations shall be submitted to City Council for approval as part of the City's annual budget process or pursuant to other resolution.
- (C) *Limitations on powers and duties.* Notwithstanding anything to the contrary in this article that may be expressly or impliedly provided, the role of the Tennis Commission is advisory in nature, and nothing in this article shall be held or construed to empower the Tennis Commission:
 - (1) to enter into any contract for employment or for any other purpose on behalf of the City;
 - (2) to hire, supervise, manage, direct, discipline, or terminate any employee;
 - (3) to establish and enforce rules and regulations regarding the use of the Adams Tennis Complex;
 - (4) to obligate the City in any way or to expend or incur liability for any sum of money; or
 - (5) to accept on behalf of the City, the Adams Tennis Center, or itself, without prior approval of City Council, any gifts or bequests of money or other personal property or any donation.

SECTION 21.5-30 Reports.

The Tennis Commission shall make such reports with respect to the Adams Tennis Complex and tennis programming and events as requested by City Council and the City Manager.

SECTIONS 21.5-31—21.5-36 RESERVED.

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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Ordinance Creating Community Investment Trust’s Committee on Contributions
[Second Reading]

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Ordinance creates Community Investment Trust’s Committee on Contributions

Staff Recommendation

Approve Ordinance 23-O-06

Background Information

The amendment to the City Charter that authorized the creation of the Community Investment Trust allows the Council to create a committee on contributions within the Trust structure. The Committee is created by ordinance.

Council appointed individuals to serve on the Committee. The initial organization meeting of the Committee is February 28, 2023. Proposed Ordinance 23-O-6 completes the establishment of the Committee. The language of the ordinance, which will be codified in Chapter 2 of the City Code, parallels the language used in the Trust Agreement with respect to the Committee on Contributions.

Council Priorities Served

Responsible budgeting

Transferring the funding of charitable Strategic Partners to the Community Investment Trust provides an appropriate means for budgeting this means of community assistance.

Fiscal Impact

None

Attachments

Ordinance 23-O-06

(C) *Vacancy*. Whenever a vacancy in the membership of the Committee occurs, that vacancy shall be filled by the City Council in accordance with the provisions of the Trust Agreement, and such appointee shall serve for the unexpired term of the Committee Member which such appointee replaces.

(D) *No compensation*. Committee members shall serve without compensation. Committee members, however, may be reimbursed from the Trust for expenses directly incurred as necessary to fulfill their duties as provided in the Trust Agreement or the Board of Trustee’s and Committee’s respective bylaws.

SECTION 2-164 Removal.

The Board of Trustees may remove a member from the Committee if the Committee member fails to fulfill the member’s duties as a Committee member or for other good cause as determined by the Board in its discretion.

SECTION 2-165 RESERVED.”

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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Public Entity Partners Safety Equipment Grant Acceptance

Department: Employee Services

Presented by: Randolph Wilkerson, Director of Employee Services

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

Matching grant for safety equipment provided by Public Entity Partners (PEP), the City's workers' compensation insurance provider.

Staff Recommendation

Adopt Resolution 23-R-02 accepting PEP grant funds.

Background Information

Employees in the Fleet Department and MWRD who work on elevated surfaces received fall protection training to maintain OSHA compliance. The cost of the training was \$3,170. PEP awarded the City a grant of \$1,585 to offset half of the costs of the training.

The IT Department receives cyber security monitoring services from Artic Wolfe for City Hall and MWRD employees. The cost of the monitoring service is \$134,108. Pending funds availability, PEP may award the City \$2,000, which is the maximum amount for the grant. This will reduce the City's expenditure for the security monitoring cost to \$132,108.

Council Priorities Served

Responsible budgeting

Utilizing grant funds to offset the cost of safety training, and security monitoring services allow the City to reduce its operating budget and secure services that are critical to reducing the City's funding of workers' compensation expenses.

Fiscal Impact

The expenditure, \$133,693 is funded by the Department's FY23 operating budget.

Attachments

1. Resolution 23-R-02
2. 2022-2023 "Safety Partners" Grant Application Exhibit A and B

RESOLUTION 23-R-02 authorizing the City of Murfreesboro to participate in Public Entity Partners Safety Partners Matching Grant Program and Cyber Security Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Murfreesboro is of the greatest importance; and

WHEREAS, the City endeavors to provide a safe and hazard-free workplace for its employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *Safety Partners Matching Grant Program*; and

WHEREAS, Public Entity Partners seeks to promote the reduction of cyber risk by assisting members with the purchase of cyber security tools, training and services designed to protect members from ransomware and social engineering attacks through its *Cyber Security Matching Grant Program*; and

WHEREAS, the City of Murfreesboro now seeks to participate in these important programs.

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

SECTION 1. That the City of Murfreesboro is hereby authorized to apply for a grant through Public Entity Partner's *Safety Partners Matching Grant Program*. A copy of the City's application is attached hereto as Exhibit A.

SECTION 2. That the City of Murfreesboro is hereby authorized to apply for a grant through Public Entity Partner's *Cyber Security Matching Grant Program*. A copy of the City's application is attached hereto as Exhibit B.

SECTION 3. That the City of Murfreesboro is further authorized to provide a matching sum to serve as a match for any monies provided by these grants.

SECTION 4. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
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Adam F. Tucker
City Attorney

Exhibit A

Safety Partners Grant

PE Partners GRANT APPLICATION

Application Date:	8/5/2022 3:08:04 PM
Participant city (or Agency) Name:	Murfreesboro
P.O. Box Address or Street:	111 W Vine St
City:	Murfreesboro
Zip Code:	37133
Contact Person:	Lisa Lugos
Contact Person - Title:	Safety Officer
Contact Person - Telephone:	615-648-9983
Contact Person - Email:	llugos@murfreesborotn.gov
No of Full Time Employees in City/Agency	1500
No. Employees Affected by this Purchase:	20
City/Agency Desires to Purchase the Following:	Fall Protection training for 20 employees that work on elevated work surfaces. Cost=\$3170.00.
Justification for the Needed Purchase:	The following departments work on elevated surfaces: Fleet 12 employees Street 5 employees and Water Resources 3 employees. Fall Protection refresher training is required to maintain compliance with OSHA 1910.30.
Estimate #1 - Calculated Total	3170
Estimate #2 - Calculated Total	3170
Approving Supervisor - Name	Jack Hyatt



Cyber Security Matching Grant

PE Partners Grant Application

Application Date:	1/20/2023 11:05:28 AM
Participant city (or Agency) Name:	City of Murfreesboro
P.O. Box Address or Street:	111 W Vine St
City:	Murfreesboro
Zip Code:	37133
Contact Person:	Lisa Lugos
Contact Person - Title:	Safety Officer
Contact Person - Telephone:	615-648-9983
Contact Person - Email:	llugos@murfreesborotn.gov
No of Full Time Employees in City/Agency	1500
No. Employees Affected by this Purchase:	325
City/Agency Desires to Purchase the Following:	Arctic Wolf security monitoring service for City Hall and the Water Resources Department employees.
Justification for the Needed Purchase:	Arctic Wolf is a security monitoring service to protect City employees from cyber threats.
Estimate #1 - Calculated Total	134108.10
Estimate #2 - Calculated Total	134108.10
Approving Supervisor - Name	Matt Jarratt



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Salem Highway and Barfield Road Special Sanitary Sewer Assessment District
[Public Hearing Required] [1st Reading]

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Establish a revised Salem Highway and Barfield Road Sanitary Sewer Special Assessment District (SSSAD).

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested SSSAD. The Water Resources Board recommended approval of the revised SSSAD.

Background Information

At the December 13, 2022, Water Resources Board meeting, the Board recommended Council revise the Salem Highway and Barfield Road Special Sanitary Sewer Assessment District to recoup \$8,389,949 in expenses associated with sewer improvements to the area. These improvements increase the capacity of the Salem Hwy and Barfield Road service allowing 3,473 new sewer connections, typically defined as single-family units (sfu's). Funding was approved from the Water Resources working capital reserves.

A special assessment of \$3,150 per sfu is proposed to recoup this construction expense over a 15-yr time frame for projects approved after December 1, 2022. Additionally, the outstanding balance of \$674,793 from the original Salem Highway and Barfield Road SSSAD established in 2001 is proposed to be recouped over a 5-yr period for 891 sfu's that were approved prior to December 1, 2022. The revised special assessment is \$840 per sfu versus the pre-existing amount of \$750 per sfu.

A Council approved Resolution 23-R-PH-01 at their January 19, 2023 meeting to conduct a public hearing prior to considering first reading of the proposed Salem Highway and Barfield Road SSSAD.

Council Priorities Served

Responsible Budgeting

Recouping construction expenses that promotes growth paying for growth minimizes the monthly water and sewer rates necessary to charge MWRD's customer base.

Expand infrastructure

Expanding sanitary sewer capacity in the Salem/Barfield sanitary sewer service basin increases future sewer connections and allows development to continue in a very fast-growing corridor within the City.

Improve economic development

An additional 3,473 sanitary sewer connections in the Salem/Barfield sanitary sewer service basin affords the City continued strong economic growth and associated opportunities in an expanding part of the City.

Attachments

1. Ordinance 23-O-01 for Salem Highway and Barfield Road special sanitary sewer assessment district
2. Map for area affected by the Salem Hwy and Barfield Road Special Sanitary Sewer Assessment District

ORDINANCE 23-O-01 amending Chapter 33 of the Murfreesboro City Code by amending Section 33-205, revising a sanitary sewer special assessment district known as the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District.

WHEREAS, in 2001, the City of Murfreesboro created a sanitary sewer special assessment district called the “Salem Highway and Barfield Road Sanitary Sewer Special Assessment District” and continues to operate and maintain that district as provided in Section 33-205 of the Murfreesboro City Code; and,

WHEREAS, the City of Murfreesboro Water Resources Department imposed sewer connection restrictions in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District on December 27, 2021, to avoid potential sanitary sewer overflows; and,

WHEREAS, the City of Murfreesboro proposes to expend approximately Eight Million Three Hundred Eighty-Nine Thousand Nine Hundred and Forty-Nine Dollars (\$8,389,949.00) for construction improvements to the sewerage system serving the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, upon City Council approval of said improvements, the sanitary sewer restrictions in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District were lifted on December 1, 2022; and

WHEREAS, the City of Murfreesboro also currently has an outstanding balance of approximately Six Hundred Seventy-Four Thousand Seven Hundred and Ninety-Three Dollars (\$674,793.00) for the original construction of a sewerage system serving the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from both the original construction and the improvements; and,

WHEREAS, the City has estimated the increased capacity of the proposed sewer to be 3,473 single family units and the pre-existing unimproved capacity to be 891 single family units; and,

WHEREAS, on the Murfreesboro Water Resources Department has determined a fair rate of recoupment per single family unit or its equivalent (as defined in City Code § 33-50(A)(2)) is Eight Hundred and Forty Dollars (\$840.00) for connections approved prior to December 1, 2022, and Three Thousand One Hundred and Fifty Dollars (\$3,150.00) for connections on or after December 1, 2022, and that such assessments should be in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the Water Resources Board of the City of Murfreesboro has recommended that City Council amend Section 33-205 of the Murfreesboro City Code

to reflect these new fair rates of recoupment for the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of or change to any special assessment improvement district, and the City Council conducted a Public Hearing on March 2, 2023.

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

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by deleting Section 33-205 in its entirety and replacing it with the following:

“SECTION 33-205 SALEM HIGHWAY AND BARFIELD ROAD SANITARY SEWER SPECIAL ASSESSMENT DISTRICT

(A) The City hereby creates a sanitary sewer special assessment district called the “Salem Highway and Barfield Road Sanitary Sewer Special Assessment District” in order to recoup funds expended for construction and installation costs of the Salem Highway and Barfield Road sewage improvements, providing sanitary sewer service to the properties shown on Map. No. 33-205, copies of which are on file with the City Recorder and Director of the Murfreesboro Water Resources Department.

In addition to the properties shown on Map No. 33-205, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall pay Three Thousand One Hundred and Fifty Dollars (\$3,150.00) per single family unit or its equivalent (as defined in City Code § 33-50(A)(2)) is Eight Hundred and Forty Dollars (\$840.00) for connections approved prior to December 1, 2022, and Three Thousand One Hundred and Fifty Dollars (\$3,150.00) for connections on or after December 1, 2022, until the actual costs, including funding costs, are paid in full.

EXCLUSION: Any customer of Murfreesboro Water Resources Department shall be excluded from the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water Resources Department, or a designee, that the sewage from the property served does

not discharge into the Salem Highway and Barfield Road sewerage system.

- (B) Each applicant for sanitary sewer service in the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code § 33-50(A)(1) as amended; the outside house service charge described in Code § 33-50(C); the additional special sewer area assessment of Eight Hundred and Forty Dollars (\$840.00) per single family unit or its equivalent (as defined in Code §33-50(A)(2)) if the connection was approved prior to December 1, 2022, or Three Thousand One Hundred and Fifty Dollars (\$3,150.00) per single family unit or its equivalent (as defined in Code § 33-50(A)(2)) if the connection was approved after December 1, 2022; and all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot’s property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.
- (C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water Resources Board, shall also be paid and collected before connection for sewer service.
- (D) Persons owning and/or occupying property with accessible sanitary sewer (as defined in Code § 33-400) within the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District shall be exempt from monthly sewer service charges until such time physical connection is made to the sanitary sewer or the Salem Highway and Barfield Road Sanitary Sewer Special Assessment District ends as provided in (A) above.

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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

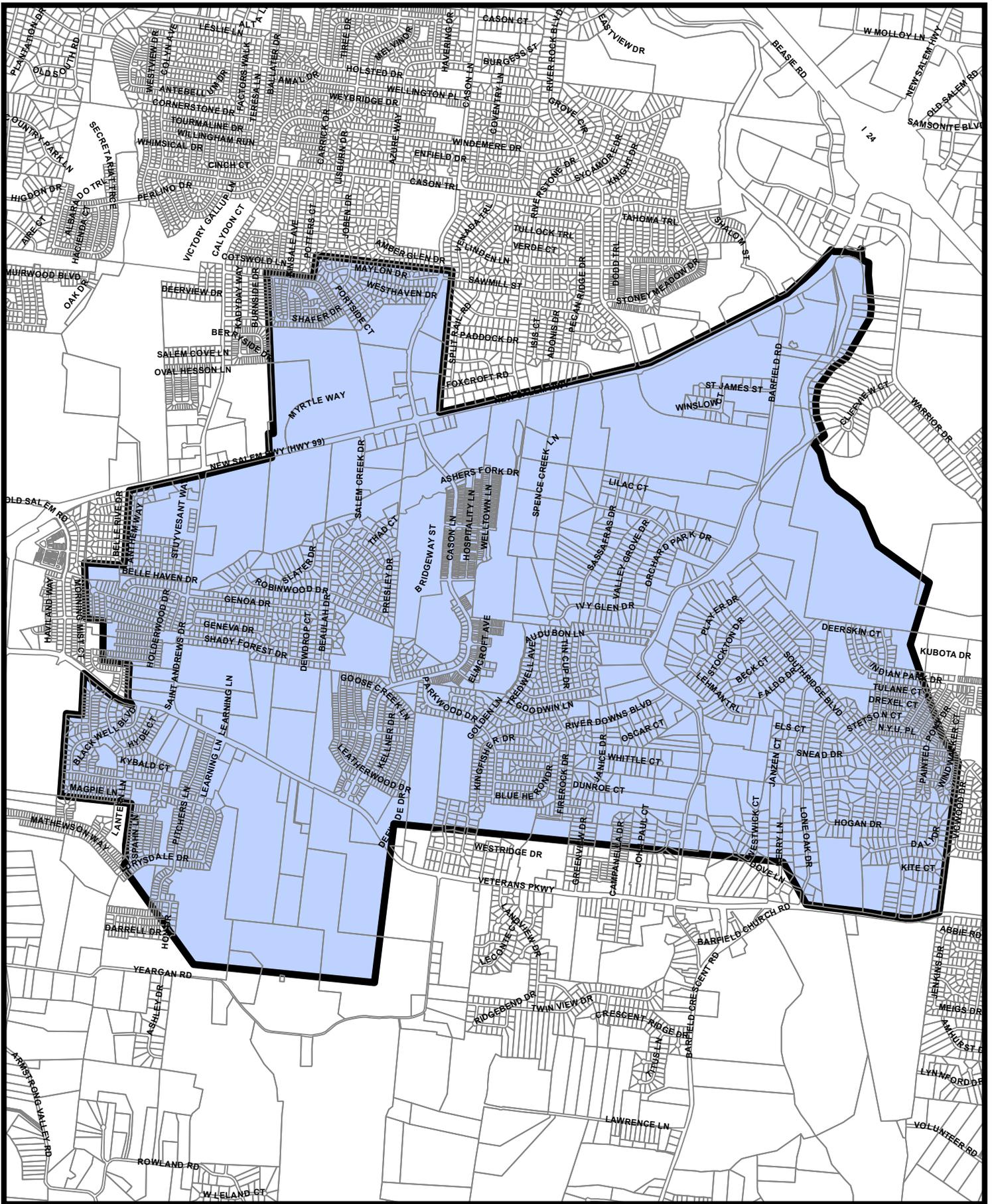
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

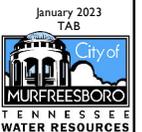
DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



Map No. 33-205
Salem Highway & Barfield Road Sanitary Sewer Special Assessment District
As Presented 02/08/10



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Rezoning property along Memorial Boulevard
[Public Hearing Required]

Department: Planning

Presented by: Margaret Ann Green, AICP, Principal Planner

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 4.1 acres located along the east side of Memorial Boulevard north of Brentmeade 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

B & N Patel presented a zoning application [2022-426] for approximately 4.1 acres located along the east side of Memorial Boulevard to be rezoned from RS-15 (Single-Family Residential District 15) to PCD (Planned Commercial District). During its regular meeting on January 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval, subject to the developer providing privacy fencing adjacent to the residential properties to the north. The PCD pattern book has been revised to reflect compliance with this condition.

Council Priorities Served

Improve Economic Development

This rezoning will enable development of commercial uses along a major arterial, which will generate sales tax revenue for the City and employment for the community.

Attachments:

1. Ordinance 23-OZ-02
2. Maps of the area
3. Planning Commission staff comments from 01/11/2023 meeting
4. Planning Commission minutes from 01/11/20213 meeting
5. Memorial Plaza PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 11, 2023**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.a. Zoning application [2022-426] for approximately 4.1 acres located east of Memorial Boulevard to be rezoned from RS-15 to PCD (Memorial Plaza), B & N Patel applicant.**

Introduction

The subject property is located along the east side of Memorial Boulevard, north of Brentmeade Drive (Tax Map 069D group B Parcel 032.00). The property consists of 4.1 acres and is zoned RS-15 (Single-Family Residential District). The subject property is Lot 32 of the Brentmeade Section 1 single-family, subdivision. The single-family house that previously occupied the site has been demolished. The properties to the east and south are zoned RS-15 and are part of an established, single-family residential communities (Brentmeade subdivision). The properties to the north are zoned CL (Local Commercial District) and are developed, single-family attached dwellings (zero lot line) and an office. The properties to the west, across Memorial Boulevard, are zoned CH (Commercial Highway District) and are several commercial parcels.

Proposed Memorial Plaza PCD:

Overview

The application to rezone the property from RS-15 to PCD (Memorial Plaza PCD) is intended to allow the development of a neighborhood shopping center. The proposed plan anticipates 4 separate building on one lot of record to be constructed in 4 phases.

Page 8 lists development standards and uses permitted for each building. Buildings 'A' and 'B' are multi-tenant, strip retail buildings with frontage along Memorial Boulevard. Building A accommodates a restaurant drive-thru service for a restaurant, with 10 queing spaces to the side and rear of the building. Building 'C' is within phase 3 and building 'D' is within phase 4. Building C is similar to buildings A and B, however, it allows fewer uses. Building D is anticipated to be a daycare, however a list of additional uses that are proposed to be permitted is listed on page 8. The PCD prohibits payday loan/cash advance services and vape or smoke shops for the all of the property. Restaurant uses place a significant demand on parking and, therefore, the total floor area that can be devoted to this use is restricted to no more than 30% gross floor area, as defined by Neighborhood Shopping Center in the *Murfreesboro Zoning Ordinance*.

Additional conditions listed in the program book are:

- Undeveloped phases are to be attractively graded, grass planted, and maintained

as open green space until such time that those phases are developed

- Land in future phases is not to be used for parking of construction equipment or storage trailers after completion of Phase 1
- Land in future phases is not to be used for any temporary business (flea market, fireworks stand, etc.)

Transportation and Access:

The subject property has access to two streets - Memorial Boulevard, a major arterial and state highway (Highway 231) and Brentmeade Drive, a collector street, through a right-of-way stub. A traffic signal is located at the entrance to Brentmeade Drive onto Memorial Boulevard. The proposed PCD restricts construction traffic to this property so that Brentmeade Drive will not be used for construction traffic. To help manage the construction traffic, Brentmeade Drive is proposed to be blocked off until final connection is made to the street.

Stormwater and Drainage:

The topographic map on page 5 of the pattern book indicates that the site's topographic high point is located at the eastern perimeter of the property. From this point the property drains west into the existing drainage ditch along Memorial Boulevard (Highway 231). Stormwater eventually drains into a miscellaneous tributary to the East Fork of the Stones River located to the north of the property. This property is not located within the 100-year floodway or floodplain as delineated on FEMA's FIRM map (Flood Panel 47149C0145H eff. 1/4/2007).

Stormwater for this property is proposed to be handled via an underground stormwater storage system. Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.

Buffering & Landscaping

Common Formal Open Spaces is the responsibility of the developer and will be required to be installed with the completion of Phase 1. The Formal Open Space will be of a cohesive design with the overall development and include Formal Open Space features and furniture to comply with Murfreesboro Design Guidelines.

A 12-foot wide, type C landscape buffer is proposed along the northern property line, adjacent to the zero-lot line development. A 15-foot-wide type D buffer is proposed along the southern and eastern lot lines, adjacent to the Brentmeade subdivision. Staff requested the developer grading and install all buffers with the first phase of this project. The buffering will aid in separating the different land uses and zoning districts from each other and minimizing potential nuisances such as dirt, litter, noise, glare of lights, signs, and unsightly buildings or parking areas. The developer requests the Planning Commission allow the developer to install half the widths of the buffers with phase 1 and plant the remaining half with development of each phase.

Purposes of Planned Develop District:

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
10. to encourage the revitalization of established commercial centers;
11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Exceptions

The Memorial Plaza PCD is not requesting any exceptions from the *Murfreesboro Subdivision Regulations* or *Murfreesboro Design Guidelines*.

Future Land Use Map

The existing and the proposed *Murfreesboro 2035 Future Land Use Map* indicates that (GENERAL) COMMERCIAL CHARACTER (GC) is most appropriate for the subject property. If the property develops as proposed within the PCD program book, then it will be consistent with the GC character.

This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings.

Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses like regional shopping center, grocery, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.

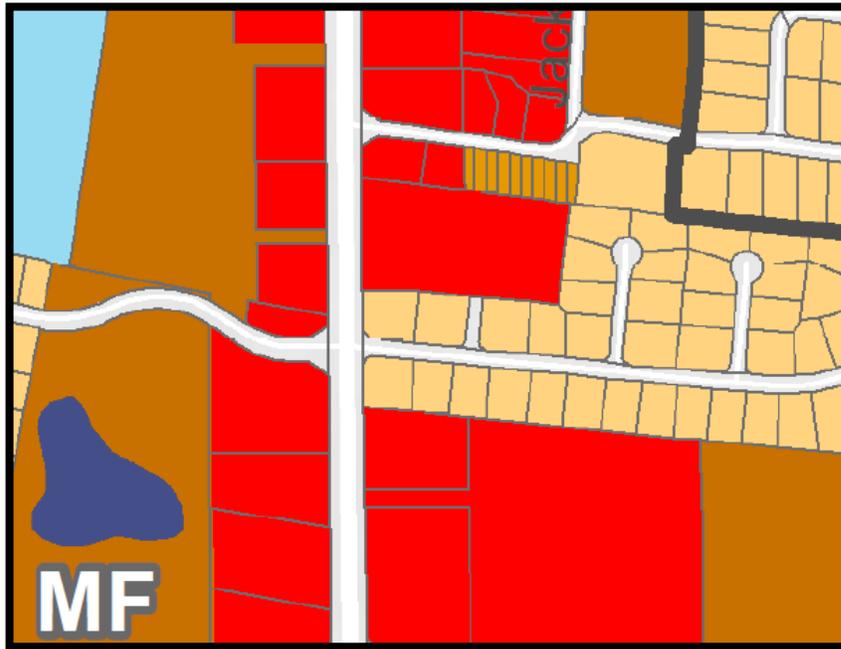
Characteristics of the GC (General Commercial Character) include:

- Significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas;
- May include Formal Open Space;
- Pedestrian connections to public roadway required;
- Joint / shared parking and access between parcels is required.
- Shared plazas and/or seating area located between principal use and outparcels.

Existing Future Land Use Map



Proposed Future Land Use Map

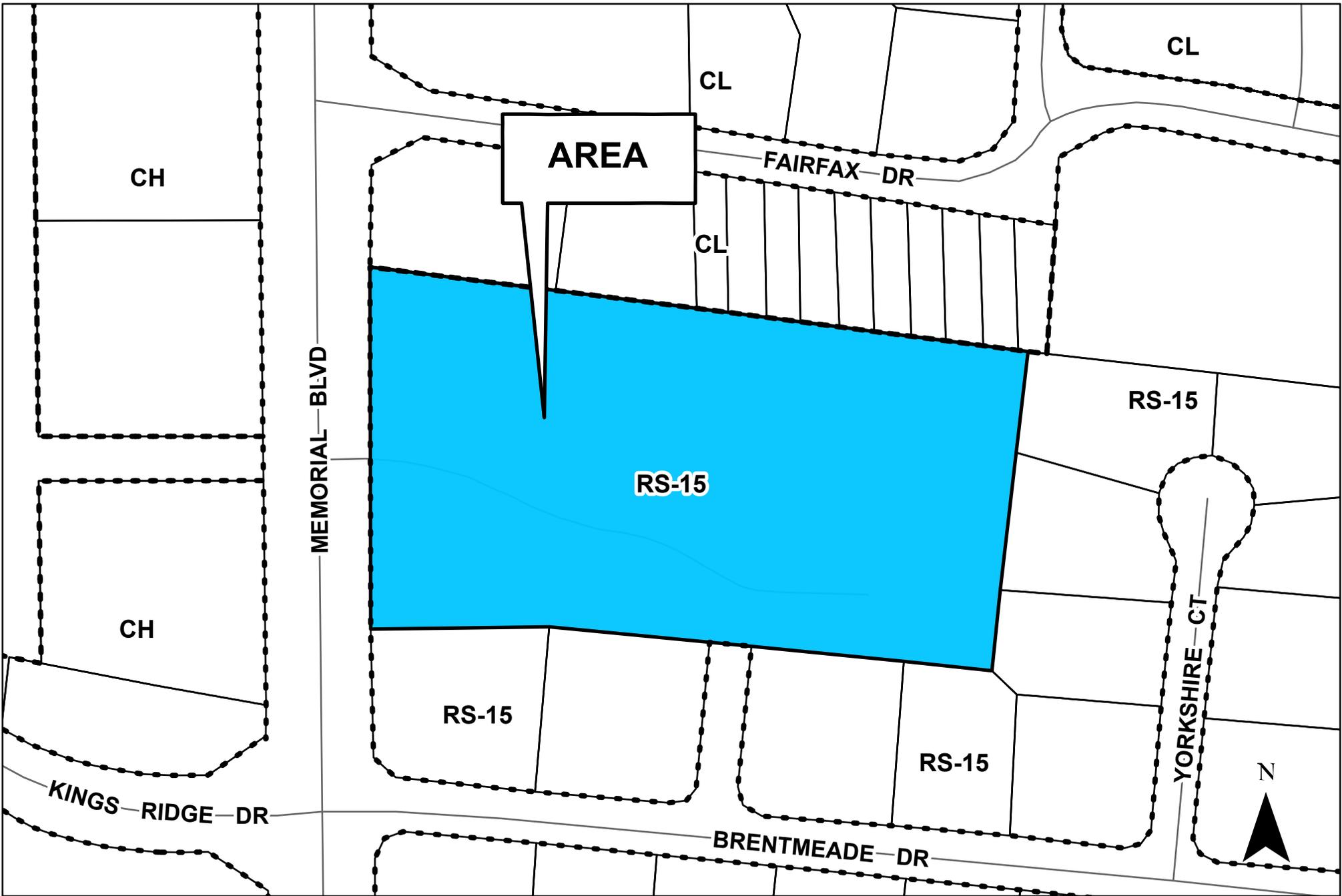


Recommendation:

Staff requests the Planning Commission to consider the following items in its review of this request:

1. The proposed development type and characteristics are consistent with the approved Chapter 4 of the *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
2. The proposed development type and characteristics are consistent with the proposed Chapter 4 of the *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.

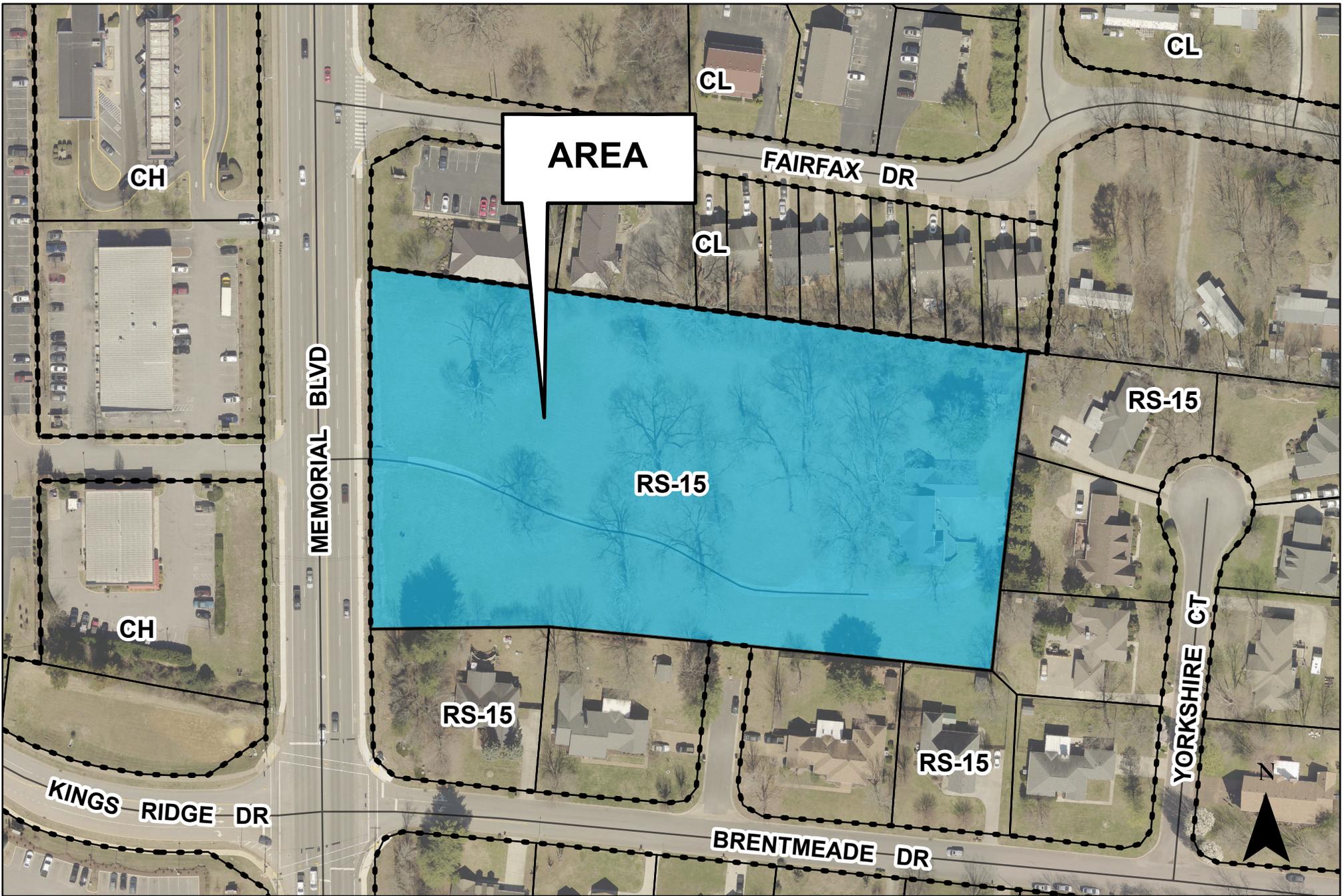
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PCD program book is included with the agenda materials. The Planning Commission should conduct a public hearing prior to formulating a recommendation to the City Council.



Rezoning request for property along Memorial Boulevard
 RS-15 to PCD (Memorial Plaza PCD)



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



Rezoning request for property along Memorial Boulevard
 RS-15 to PCD (Memorial Plaza PCD)



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



Public / Residential

Multi-Family Residential

Site

MEMORIAL BLVD

General Commercial

JACKSON RD

MAXWELL ST

FAIRFAX DR

General Residential

Suburban Residential

YORKSHIRE CT

MEADOW RIDGE CT

KINGS RIDGE DR

231





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: B & N Patel c/o Bhupen "Sonny" Patel

Address: 831 NW Broad Street City/State/Zip: Murfreesboro, TN 37129

Phone: 615-849-9662 E-mail address: bhupenpatel78@yahoo.com

PROPERTY OWNER: Bhupen K Patel

Street Address or property description: 831 NW Broad Street

and/or Tax map #: 69D Group: B Parcel (s): 32.00

Existing zoning classification: RS-15

Proposed zoning classification: PCD Acreage: 4.08 acres

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

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

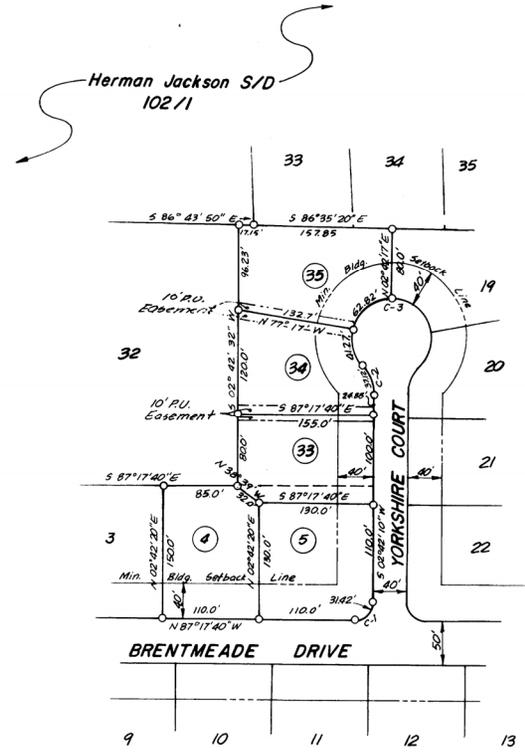
Date received: _____ **MPC YR.:** _____ **MPC #:** _____

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

024020



LOCATION MAP
N. T. S.

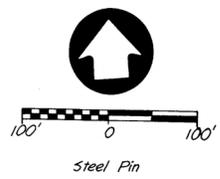


Herman Jackson S/D
102/1

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER Sept. 16 19 87
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. PLAT BOOK 11, PAGE NO. 171 AND THAT THEY WERE RECEIVED Sept. 16 19 87 AT 11:06 O'CLOCK A.M. AND ENTERED IN NOTE BOOK 35 PAGE 264
By Martha E. Wright HOMER JONES, Register
Dep. Reg.

RECORDING FEE 10.00
STATE TAX -
REGISTER'S FEE -
TOTAL PAID 10.00
RECEIPT NO. 42051

CURVE DATA					
NO.	Δ	R	D	L	T
1	50°00'00"	20.0'	286°28'45"	31.46'	20.0'
2	42°32'13"	50.0'	114°35'30"	37.12'	19.46'
3	265°04'26"	45.0'	127°19'27"	208.19'	—



CERTIFICATE OF OWNERSHIP AND LOCATION
I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.
Date July 10 1987
Deed Bk: 376 OWNER John T. Wilson
Pg: 496 OWNER John T. Wilson

CERTIFICATE OF ACCURACY
I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the Murreesboro Tennessee, Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the County Road Commissioner or the City Engineer.
Date July 20 1987
REGISTERED ENGINEER OR SURVEYOR William D. R. Bell

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES
I hereby certify (1) That streets, utilities, power pole locations and other improvements have been installed in an acceptable manner according to city utility specifications in the subdivision entitled Resub. Lots 33, 34, 35
BRENTMEADE SECTION I Lots 32, 33, 34
or (2) that a security bond in the amount of \$ 100,000.00 has been posted with the planning commission to assure completion of all required improvements. In case of default:
9-10-87 CITY MANAGER John W. Kinch
9-10-87 CITY ENGINEER John W. Kinch
9-3-87 POWER SYSTEM OFFICIAL William D. R. Bell
9-3-87 SOUTH CENTRAL BELL

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision as shown hereon has been found to comply with the Subdivision Regulations for Resub. Lots 33, 34, 35 Tennessee with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording by the County Registrar
Date 9-1-87 CHAIRMAN, PLANNING COMMISSION William D. R. Bell
Date 9-11-87 SECRETARY William D. R. Bell

POSTAL SERVICE CERTIFICATE
I certify that the property shown hereon will be served by the M. Boro
Post Office 92-87
Date 9-2-87 SIGNATURE OF AUTHORIZED OFFICIAL M. Boro

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS
I hereby certify that the water supply and sewage disposal utility systems installed or proposed for installation in the subdivision as shown hereon comply with the requirements of the Tennessee State Health Department and Murreesboro Water and Sewer Department, and are hereby approved as shown.
Date Sept 9 1987 John E. K. McKee
Water and Sewer Department Official

Plat Book: 11 Page: 171

W. HENRY HUDDLESTON III
CIVIL ENGINEER
215 N.W. BROAD ST.
MURREESBORO, TENN. 37130

LOTS 33, 34, 35 & RESUBDIVISION LOTS 4 & 5
SECTION I
BRENTMEADE
9th. Civil District • Rutherford Co. • Tennessee

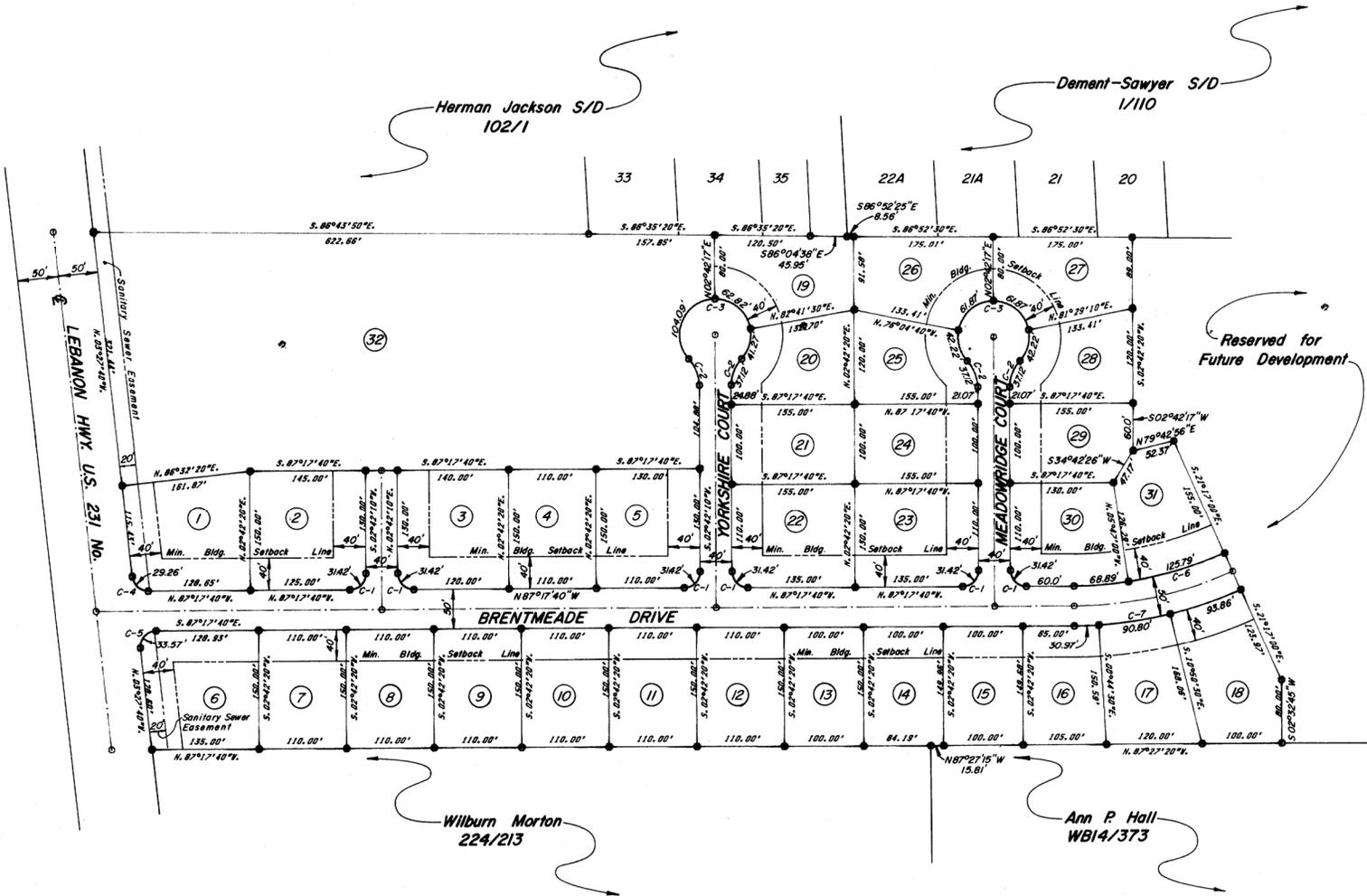
DATE <u>July, 1987</u>	SCALE <u>1" = 100'</u>	SHEET <u>1</u> OF <u>1</u>
------------------------	------------------------	----------------------------

012459

For Lots 33, 34, 35 + Resubdivision of Lots 4 & 5, see Plat Book 11, page 171.

For Resubdivision of Lots 19 + 20 see Plat Book 16, page 151.

For Resubdivision of Lots 12 & 13, See Plat Book 13, page 54.



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

Date 5-12-87
 Deed Bk: 374
 Pg: 446

John T. Wilson
 OWNER
Paul Wilson
 OWNER

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the 1962 Tennessee Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the County Road Commissioner or the City Engineer.

Date May 12 19 87
William R. Kunkel
 REGISTERED ENGINEER OR SURVEYOR

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES

I hereby certify: (1) That streets, utilities, power pole locations and other improvements have been installed in an acceptable manner and according to city (county) specifications in the subdivision entitled:

BRENTMEADE SECTION I

or (2) that a security bond in the amount of \$_____ has been posted with the planning commission to assure completion of all required improvements in case of default.

Date 5-15 19 87
SC
 CITY MANAGER

Date May 14 19 87
W. J. Wilson
 CITY ENGINEER

Date May 8 19 87
W. J. Wilson
 POWER SYSTEM OFFICIAL

Date 5/18/87 19
W. J. Wilson
 SOUTH CENTRAL BELL

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plan shown hereon has been found to comply with the Subdivision Regulations for 1980 Tennessee with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register.

Date 5-15 19 87
John E. Wickham
 CHAIRMAN, PLANNING COMMISSION

Date 5-15 19 87
William J. Stahl
 SECRETARY

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation in the subdivision plat entitled:

BRENTMEADE SECTION I

fully meet the requirements of the Tennessee State Health Department, and Rutherford County Water and Sewer Department, and are hereby approved as shown.

Date May 7 19 87
John E. Wickham
 Water and Sewer Department Official

Approved for Recording Purposes only:
 Rutherford County Health Department

By: N/A

POSTAL SERVICE CERTIFICATE

I certify that the property shown hereon will be served by the MAPO Post Office.

Date 5-3-87
Mc News
 SIGNATURE OF AUTHORIZED OFFICIAL

STATE OF TENNESSEE
 RUTHERFORD COUNTY
 OFFICE OF THE REGISTER

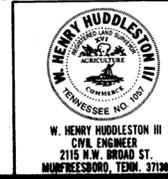
May 18 19 87

I, HOMER JONES, REGISTER DOO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. Plat Book 11, PAGE NO. 115 AND THAT THEY WERE RECEIVED May 18 19 87 AT 2:00 O'CLOCK P.M. AND ENTERED IN NOTE BOOK 34 PAGE 500

By Martha E. Wright HOMER JONES, Register

RECORDING FEE 10.00
 STATE TAX —
 REGISTER'S FEE —
 TOTAL PAID 10.00
 RECEIPT NO. 31425

CURVE DATA				
NO.	Δ	R	D	T
1	90°00'00"	20.0'	286°28'45"	31.42'
2	42°32'13"	50.0'	114°35'30"	37.12'
3	265°04'26"	45.0'	127°19'27"	208.15'
4	83°50'00"	20.0'	286°28'45"	29.26'
5	96°10'00"	20.0'	286°28'45"	33.57'
6	23°59'20"	465.0'	12°19'18"	194.65'
7	23°59'20"	515.0'	11°07'31"	215.62'



SECTION I
BRENTMEADE
 9th. Civil District • Rutherford Co. • Tennessee

DATE February, 1987 SCALE 1" = 100' SHEET 1 OF 1

January 31, 2023

Margaret Ann Green
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Summary of Revisions to the Concept Plan and Rezoning Booklet
Memorial Plaza PCD
Murfreesboro, TN
SEC No. 20020

Dear Margaret Ann,

This letter is to outline the revisions that have been made to the Concept Plan and Rezoning Booklet for Memorial Plaza PCD. These revisions are based on comments from the January 11, 2023 Planning Commission Public Hearing.

PCD book comments:

- Updated cover for City Council meeting date.
- Continue fencing along the north side of the property that abuts the neighboring residential properties.
 - Response: All plans in the book have been updated to show the buffer extended along the northern property line to the end of the residential properties. The buffer has been updated to include a 10-ft high PVC fence and presenting as a modified Type 'C' Buffer based on the inclusion of the fence.
 - Page 7, the concept plan has been revised to show fence extended to end of residential properties and noted with leader text to denote where fence starts/stops along that boundary of the site.
 - Page 20 shows revised buffer language and new buffer diagrams detailing the proposed buffer designs.
- Add a commitment into the book to evaluate if a right turn lane is needed along Memorial Boulevard to turn into the development.
 - Response: A sentence has been added to the end of the second paragraph on Page 19 outlining that commitment.

- Correct last sentence of the first paragraph on Page 19 to read: It is currently a 5-lane cross section with a center turn lane, curb and gutter, and sidewalks along each side of the roadway.
 - Response: Sentence has been corrected on Page 19, as well the last sentence in the first paragraph on Page 4.
- Eliminate any reference to wood products for any fence within the development.
 - Response: The word “Wood” has been removed from Pages 3 and 7 as it relates to fencing products.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-956-1989. My email address is rmolchan@sec-civil.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Molchan', with a period at the end.

Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.



MEMORIAL PLAZA

A REQUEST FOR REZONING FROM SINGLE FAMILY RESIDENTIAL TO PLANNED COMMERCIAL DEVELOPMENT
Murfreesboro, Tennessee

Initial Submittal
November 9, 2022

Resubmittal
December 7, 2022 for December 14, 2022
Planning Commission Workshop Meeting

Resubmittal
December 20, 2022 for January 11, 2023
Planning Commission Public Hearing

Resubmittal
January 31, 2023 for March 2, 2023
City Council Public Hearing

SEC, Inc.

SEC Project #20020



Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Rob Molchan / Matt Taylor
 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

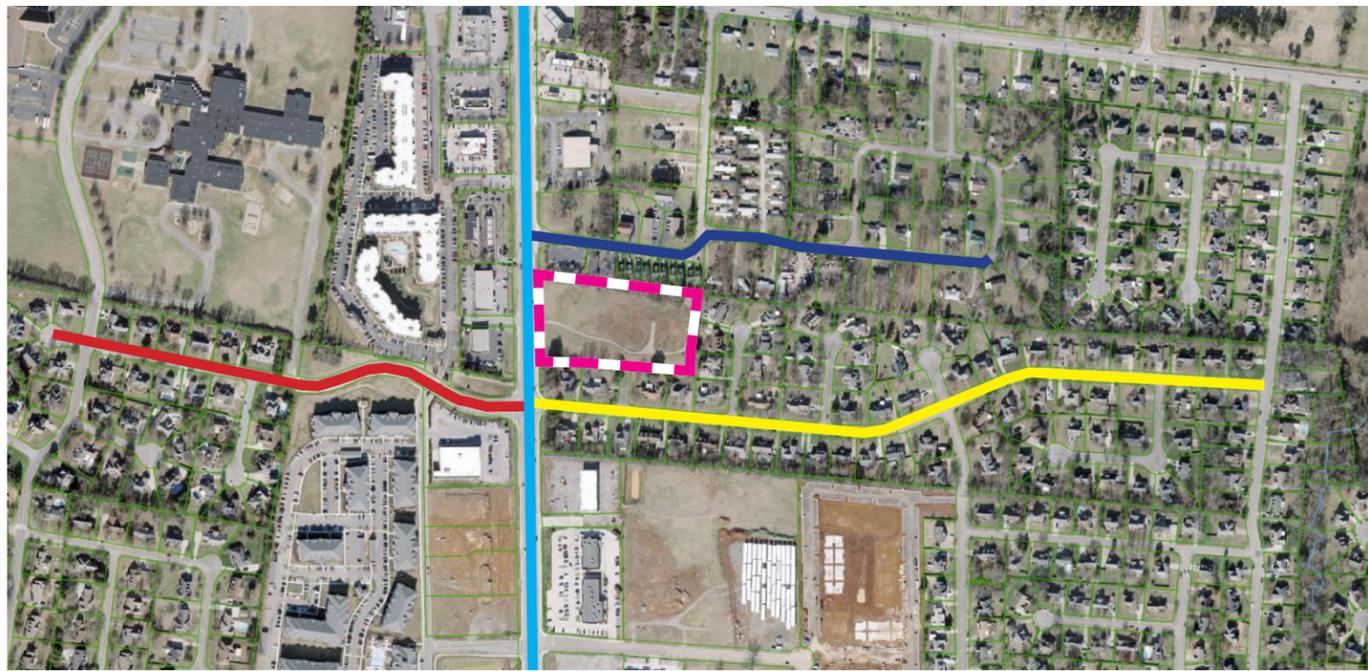
*850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129*

Company Name: B&N Patel
 Profession: Owner
 Attn: Bhupen “Sonny” Patel
 Phone: (615)-849-9662
 Email: Bhupenpatel78@yahoo.com
 Web:

*831 NW Broad Street
 Murfreesboro, Tennessee 37129*

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 without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale

- Memorial Boulevard
- Fairfax Drive
- Brentmeade Drive
- King's Ridge Drive



Site Boundary



ZONING MAP

Not To Scale

- RS-15 Residential Single-Family (RS-15)
- CH Commercial Highway (CH)
- CL Local Commercial (CL)
- PRD Planned Residential Development (PRD)
- RM-16 Residential Multi-Family (RM-16)
- RM Medium Density Residential (RM) Rutherford County

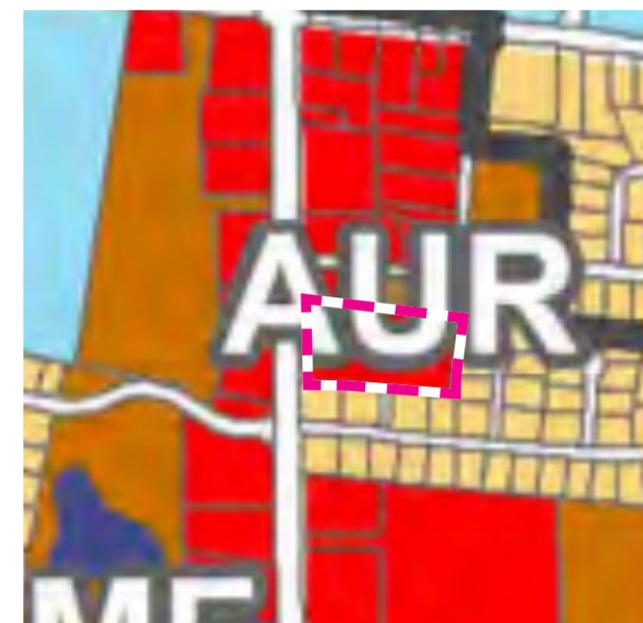


Site Boundary

B&N Patel respectfully requests rezoning of the Patel Property at 3310 Memorial Boulevard from Single-Family Residential (RS-15) to Planned Commercial Development (PCD) to create Memorial Plaza. The property is located along the eastern side of Memorial Boulevard and north of Brentmeade Drive. The site is identified as Parcel 32.00 of Tax Map 69D, and is deeded for approximately 4.08 acres.

The development will consist of four single-story buildings. Memorial Plaza proposes a daycare along the eastern portion of the site, and three retail tenant buildings. The northwest tenant building also includes a proposed drive-thru. The development will provide a shared formal open space in the form of an outdoor seating plaza. A Type 'B' Buffer is proposed along the residential portion of the northern perimeter to help mitigate any impacts this development might have on the neighboring residential properties. The remaining northern property line adjacent to neighboring businesses will provide a Type 'A' Buffer between the properties. The southern and eastern boundaries of the site shall be screened using a Type 'D' buffer (Option 2) with a vinyl fence. Development signage will be located along Memorial Boulevard and the shall be constructed with materials consistent with the proposed architecture and shall be anchored by landscaping.

The surrounding area consists of a mixture of zoning types and uses. The land to the east and south is zoned RS-15. The land to the north is zoned CL, and the land to the west across Memorial Boulevard is zoned CH and PRD.



MURFREESBORO 2035 LAND USE PLAN:

The proposed 2035 Land Use Plan proposes this area as Auto-Urban General Commercial Character (GC). This character classification includes high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Primary uses include auto and recreational vehicle sales, motels, outdoor sales, gas stations, restaurants and general retail.

The proposed development closely aligns with the proposed Future Land Use Plan characteristics for this area. This development will enhance the Memorial Boulevard commercial corridor by expanding available services to the area.



SUBDIVISION MAP

Not To Scale

- | | | | |
|-----------------------|--------------------------|----------------------|---------------|
| Herman Jackson | Brookhaven Place | Mister Car Wash | Site Boundary |
| Northside Mobile Park | 3343 Memorial Apartments | Subway & Jet's Pizza | |
| Dement-Sawyer | | Big O Tires | |
| Brentmeade | | Aldi | |

Memorial Plaza is surrounded by a mixture of residential subdivisions and commercial properties. Brentmeade is a residential development to the east and south of the development consisting of one to two story single family detached homes without garages. The exterior elevations consist of primarily brick along all elevations with vinyl siding accents. There is one primary point of ingress/egress to the development from Memorial Boulevard. Herman Jackson is a group of properties with varying residential and commercial uses including but not limited to; single-family duplex units, single-family attached townhomes, RHA Tennessee Group Homes, Taco Bell, and MAPCO.

The commercial corridor along Memorial Boulevard offers the neighboring residential properties with a variety of services including casual dining, automotive repair, grocery stores, and pharmacies. This proposed PCD will complement and expand commercial services for the surrounding neighborhoods.



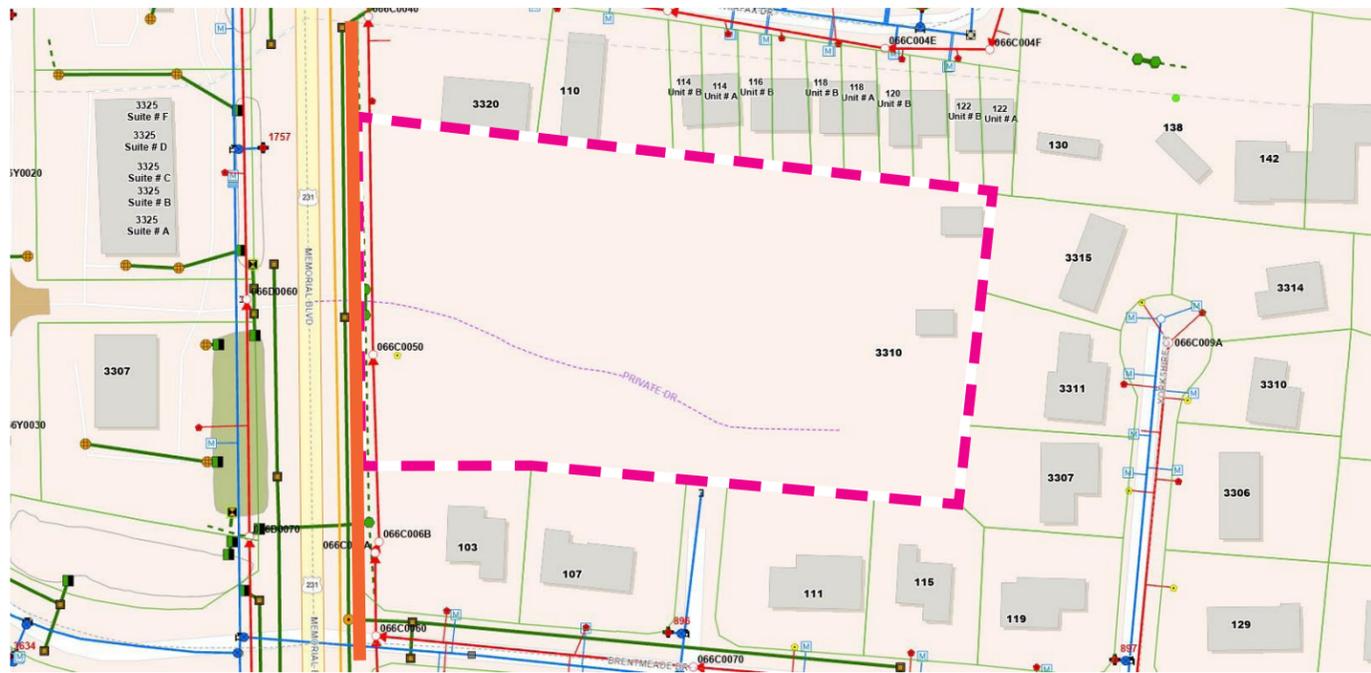
2040 MAJOR THOROUGHFARE PLAN

Not To Scale

- | | |
|-------------------------------------|---------------|
| MEMORIAL BOULEVARD (MAJOR ARTERIAL) | Site Boundary |
| BRENTMEADE DRIVE (COLLECTOR) | |
| UNNAMED ROADWAY STUB (LOCAL) | |

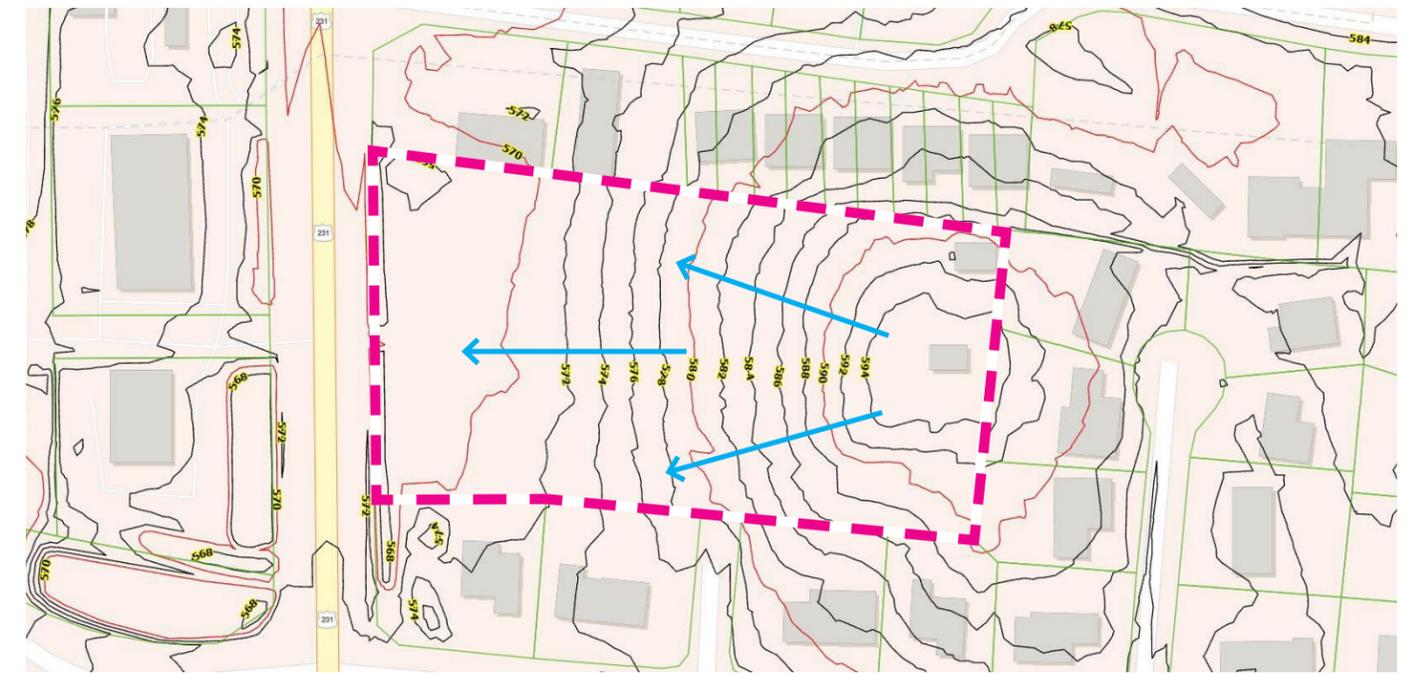
The development will have one access point on Memorial Boulevard and direct access to the Brentmeade Drive stub. Brentmeade Drive is classified as a Collector roadway. All of the surrounding roadways are not slated for any improvements as per the 2040 Major Thoroughfare Plan. Memorial Boulevard is currently built as a 5-lane cross-section with a center turn lane, curb and gutter, and sidewalks along each side of the roadway.

This development will have access to a signalized intersection at Brentmeade Drive and Memorial Boulevard via a connection using the unnamed stub street back to Brentmeade Drive.



UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



Water service will be provided by the Murfreesboro Water Resources Department. An existing 24 inch ductile iron water line along Memorial Boulevard and a four inch PVC water line within the roadway stub off of Brentmeade Drive shall provide water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of Memorial Boulevard. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. under the sewer allocation ordinance, PCD zones are permitted 2.5 single-family equivalents per acre. Future tenants that wish to exceed this allocation will be required to obtain a variance from the Murfreesboro City Council.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Memorial Boulevard. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at the eastern perimeter of the property. From this point the property drains west into the existing drainage ditch along Memorial Boulevard. Stormwater ultimately ends up in a miscellaneous tributary to the East Fork of the Stones River to the north of the property.

Stormwater for this property shall be handled via an underground stormwater storage system.

No portions of this property are within a floodway or floodplain per FEMA Flood Panel 47149C0145H eff. 1/4/2007.



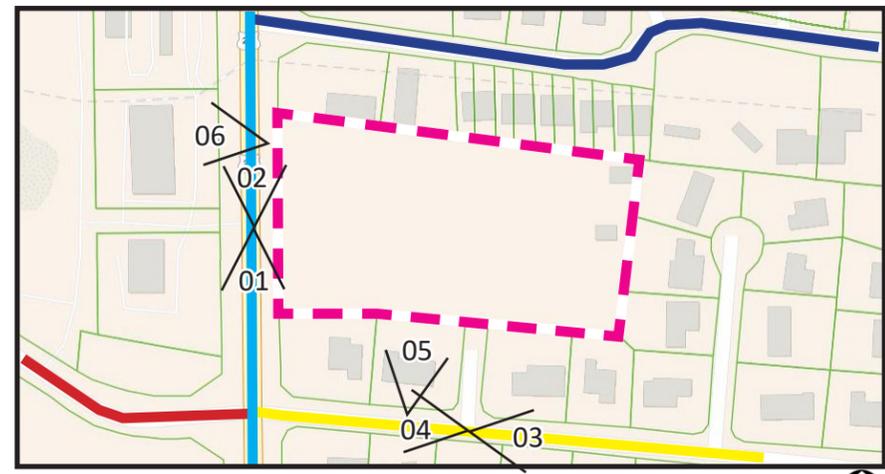
- Memorial Boulevard
- Brentmeade Drive
- King's Ridge Drive
- Fairfax Drive



Site Boundary

PHOTO DIRECTION MAP

Not To Scale



- Memorial Boulevard
- Brentmeade Drive
- King's Ridge Drive
- Fairfax Drive



Site Boundary

PHOTO DIRECTION MAP

Not To Scale





Site Data:

Total Land Area:	±4.08 Acres
Min. Open Space Required:	±0.82 Acres (20%)
Open Space Provided:	±1.00 Acres (25%)
Min. Formal Open Space Required:	±0.12 Acres (3%)
Formal Open Space Provided:	±0.12 Acres (3%)

Parking Requirements:

Building A - Neighborhood Shopping	7,600 SF	Parking Required: 1 space per 250 sf =	31 Spaces
Building B - Neighborhood Shopping	8,800 SF	Parking Required: 1 space per 250 sf =	36 Spaces
Building C - Neighborhood Shopping	8,125 SF	Parking Required: 1 space per 250 sf =	33 Spaces
Building D - Daycare	10,860 SF	Parking Required: 1 space per 300 sf =	37 Spaces
		1.5 spaces per 2 employees =	12 Spaces
Total Parking Required =			149 Spaces
Total Parking Provided =			150 Spaces

Note:
Shared parking will be allowed between the multiple uses. A shared parking agreement will be completed per the Zoning Ordinance.

- Proposed Buildings
- Open Space
- Existing Tree Canopy to Remain
- Roadway
- Sidewalk
- Formal Open Space Patio



Development Standards:

- All parking will be located at least 10-feet from public rights-of-way and adjacent property lines.
- Building 'A' may have a drive-thru window for uses such as restaurants, financial institutions, dry cleaners, etc.
- All parking areas shall be screened from public rights-of-way via landscaping and/or berms.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8 feet tall with opaque gates, and shall be enhanced with landscaping.
- All service areas shall be screened from R.O.W.s and adjacent properties.
- The development shall provide pedestrian connections to Memorial Boulevard and Brentmeade Drive.
- Monument signage shall be placed along Memorial Boulevard. Example location is provided on concept plan but may vary in exact location.
- Monument signage shall have materials consistent with the buildings architecture and be anchored with landscaping.
- Development signage shall comply with the City of Murfreesboro Sign Ordinance.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground.
- On-site lighting will comply with the City of Murfreesboro standards to prevent light pollution.
- Parking will comply with the City of Murfreesboro Zoning Ordinance and the Shared Parking Study for this development.
- All parking will have curbing.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Mail service will be provided via CBU's
- Outdoor Storage is prohibited, including garden and lawn supplies.
- Outdoor speakers for patios are permitted, they just can't be amplified and shall only be for background ambiance.
- All Buildings will be established through a HPR.
- All common spaces will be maintained by owners association which will be managed by a 3rd party
- The proposed connection to Brentmeade Drive shall not be used for construction traffic and will be blocked off until final connection is made to the street.
- Common Formal Open Spaces shall be the responsibility of the developer, and shall be installed with the completion of Phase 1. The Formal Open Space shall be of a cohesive design with the overall development, and include Formal Open Space features and furniture to comply with Murfreesboro Design Guidelines.
- Restaurant spaces shall not occupy more than 30% Gross F.A. as defined by Neighborhood Shopping Center in the Murfreesboro Zoning Ordinance.

As a condition of the rezoning and delay of the development on remaining lands, the following shall be required as part of this phased development:

- All landscape buffers shall be installed with the completion of Phase 1. The Type 'D' Buffer along the eastern & southern boundaries shall have the fence and exterior landscaping installed at the completion of Phase 1. The internal buffer plantings along the development side of the fence shall be installed at the completion of the phase it resides in.
- Undeveloped phases are to be attractively graded, grass planted, and maintained as open green space until such time that those phases are developed
- Land in future phases is not to be used for parking of construction equipment or storage trailers after completion of Phase 1
- Land in future phases is not to be used for any temporary business (flea market, fireworks stand, etc.)

BUILDINGS A & B PERMITTED USES	
INSTITUTIONS	
Adult Day Care Center	X
Adult Day Care Home	X
Church ¹³	X
Day Care Center	X
Family Day Care Center	X
Group Day Care Center	X
Museum	X
Nursery School	X
Philanthropic Institution	X
Public Building ¹³	X
Senior Citizens Center	X
Student Center	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Amusement, Commercial Indoor	X
Animal Grooming Facility	X
Antique Shop <3,000 Sq.Ft.	X
Bakery, Retail	X
Bank or Credit Union, Branch Office or Main Office	X
Bank, Drive-Up Electronic Teller	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	X
Business and Communication Services	X
Catering Establishment	X
Clothing Store <3,000 Sq.Ft.	X
Convenience Sales and Service, Max. 5,000 Sq.Ft. Floor Area	X
Discount Store	X
Dry Cleaning	X
Financial Service (No Cash Advance)	X
Flower or Plant Store	X
Group Assembly, <250 Persons	X
Health Club	X
Interior Decorator	X
Janitorial Services	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X
Music or Dancing Academy	X
Neighborhood Shopping Center	X
Offices	X

Optical Dispensaries	X
Personal Service Establishment	X
Pet Shops	X
Pharmacies/Apothecaries	X
Reducing and Weight Control Service	X
Restaurant and Carry-Out Option	X
Restaurant, Specialty (Coffee, Food, or Beverage)	X
Restaurant, Specialty - Limited	X
Retail Shop, Other Than Enumerated Elsewhere	X
Specialty Shop	X
Veterinary Office	X
Veterinary Clinic	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X
Telephone or Communication Services	X
NOTES	
X = PERMITTED PROHIBITED USES: - Financial services payday loan/cash advance - Vape or smoke shops from retail or convenience store	

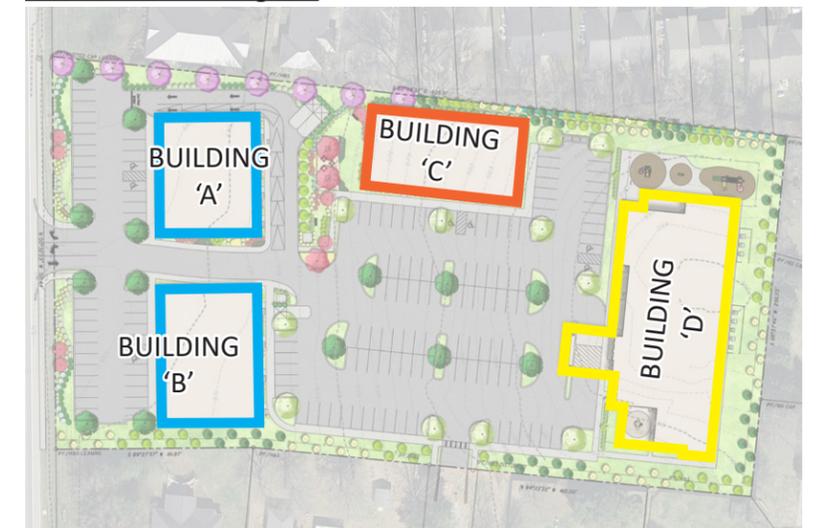
BUILDING C PERMITTED USES	
INSTITUTIONS	
Adult Day Care Center	X
Adult Day Care Home	X
Church ¹³	X
Day Care Center	X
Group Assembly <250 persons	X
Museum	X
Nursery School	X
Philanthropic Institution	X
Public Building ¹³	X
Senior Citizens Center	X
Student Center	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Antique Shop <3,000 Sq.Ft.	X
Bakery, Retail	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business and Communication Services	X
Catering Establishment	X
Clothing Store <3,000 Sq.Ft.	X
Dry Cleaning	X
Financial Service (No Cash Advance)	X
Flower or Plant Store	X
Health Club	X
Interior Decorator	X
Neighborhood Shopping Center	X
Offices	X
Personal Service Establishment	X
Pharmacies/Apothecaries	X
Reducing and Weight Control Service	X
Restaurant and Carry-Out Option	X
Restaurant, Specialty (Coffee, Food, or Beverage)	X
Restaurant, Specialty - Limited	X
Specialty Shop	X
Veterinary Office	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X
NOTES	
X = PERMITTED PROHIBITED USES: - Financial services payday loan/cash advance - Vape or smoke shops from retail or convenience store	

BUILDING D PERMITTED USES	
INSTITUTIONS	
Adult Day Care Center	X
Adult Day Care Home	X
Church ¹³	X
Day Care Center	X
Group Assembly <250 persons	X
Museum	X
Nursery School	X
Philanthropic Institution	X
Public Building ¹³	X
Senior Citizens Center	X
Student Center	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Antique Shop <3,000 Sq.Ft.	X
Bakery, Retail	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business and Communication Services	X
Catering Establishment	X
Clothing Store <3,000 Sq.Ft.	X
Dry Cleaning	X
Financial Service (No Cash Advance)	X
Flower or Plant Store	X
Health Club	X
Interior Decorator	X
Neighborhood Shopping Center	X
Offices	X
Personal Service Establishment	X
Pharmacies/Apothecaries	X
Reducing and Weight Control Service	X
Restaurant, Specialty (Coffee, Food, or Beverage)	X
Specialty Shop	X
Veterinary Office	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X
NOTES	
X = PERMITTED PROHIBITED USES: - Financial services payday loan/cash advance - Vape or smoke shops from retail or convenience store	

Allowable Uses:

The immediate end users for all of Memorial Plaza are, at this time, currently unknown. The allowable uses outlined on this page are reflected within the Commercial Fringe (CF) and the Commercial Local (CL) districts in the current August 18, 2022 zoning ordinance. Memorial Plaza will allow the following uses listed above .

Allowable Use Diagram





PHASES	PARKING SPACES	ACRES
PHASE 1	39 Spaces	1.38 AC
PHASE 2	29 Spaces	0.40 AC
PHASE 3	64 Spaces	1.02 AC
PHASE 4	21 Spaces	1.28 AC
TOTAL	153 Spaces	4.08 AC

- Phase 1
- Phase 2
- Phase 3
- Phase 4

Conceptual Phasing Plan

- This project is anticipated to be built in 4 Phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 will include Building 'A' and all parking along Memorial Boulevard.
- Phase 2 will include Building 'B', additional parking behind Building 'B', and the proposed connection to Brentmeade Drive.
- Phase 3 will include Building 'C', additional parking behind Building 'A', and the formalized open space for the site.
- Phase 4 will include Building 'D' and the remaining parking.
- Open space and associated amenities shall be constructed and operational prior to the final plat for the following phase.
- All formal open space furniture and improvements to be tenet drive.
- All landscape buffers shall be constructed with their respective phases.

SEC, Inc.

SEC Project #20020

Murfreesboro, Tennessee



SCALE: 1" = 60'

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be single-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques. The building foundations shall be accented with a 3-ft wide landscaping bed except where drive-through windows are provided.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials.
- All buildings shall comply with Murfreesboro Design Guideline standards.

Building Materials:

Front Elevations: All Masonry (Brick, Stone, Cement Board Siding)
 Side Elevations: All Masonry (Brick, Stone, Cement Board Siding)
 Rear Elevations: All Masonry (Brick, Stone, Cement Board Siding)
 All Elevations: Vinyl Only Permitted in Trim & Soffit Areas

STONE



MANUFACTURER: GENERAL SHALE
 STYLE: ARRIS STACK THIN STONE
 COLOR: BEACH-STACK

BRICK A



MANUFACTURER: GENERAL SHALE
 STYLE: MASONRY-DENVER
 COLOR: HERITAGE 441

BRICK B



MANUFACTURER: GENERAL SHALE
 STYLE: MASONRY-DENVER
 COLOR: PARCHMENT

*Different cuts, colors, and patterns will be allowed for each architectural material.



Site Setbacks

Front Setback (Memorial Boulevard): 42-feet
 Side Setback: 10-feet
 Rear Setback: 20-feet



BUILDING A ELEVATIONS

BUILDING A ELEVATIONS



C1 WEST - EXTERIOR ELEVATION (Front)



C3 EAST - EXTERIOR ELEVATION (Rear)

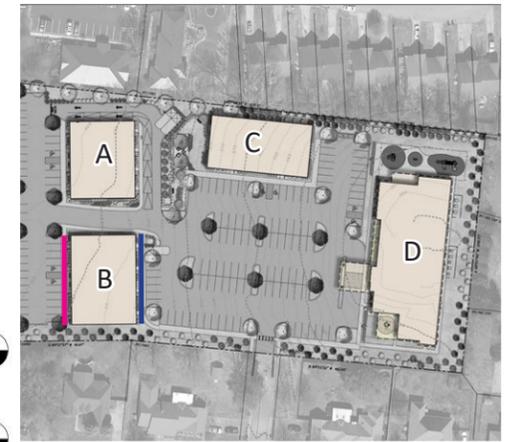
BUILDING A ELEVATIONS



C2 NORTH-EXTERIOR ELEVATION (Side)



C5 SOUTH- EXTERIOR ELEVATION (Side)



C1 WEST- EXTERIOR ELEVATION (Front)



C2 EAST- EXTERIOR ELEVATION (Rear)

BUILDING B ELEVATIONS



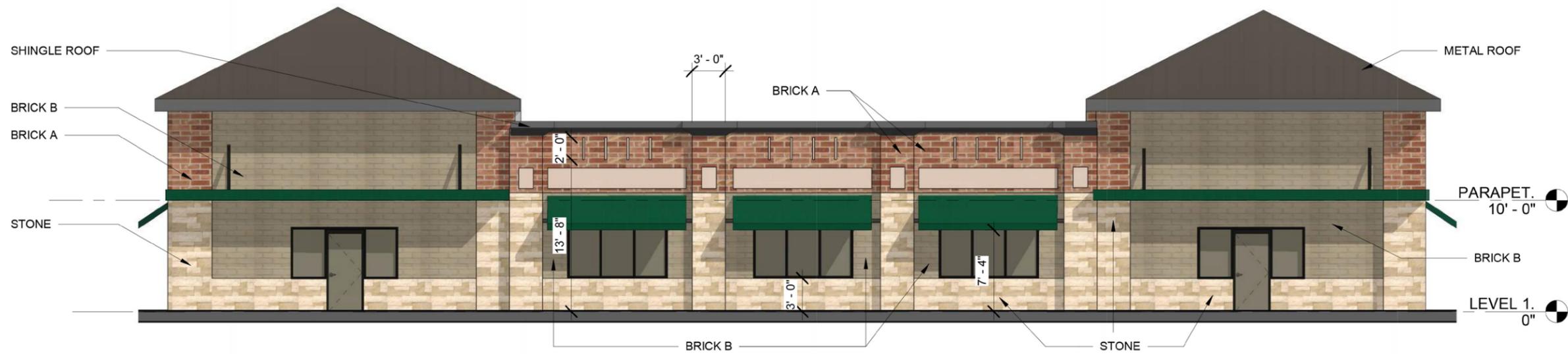
C4 NORTH- EXTERIOR ELEVATION (Side)



E4 SOUTH- EXTERIOR ELEVATION (Side)



C1 SOUTH- EXTERIOR ELEVATION (Front)



C2 NORTH- EXTERIOR ELEVATION (Rear)

BUILDING C ELEVATIONS



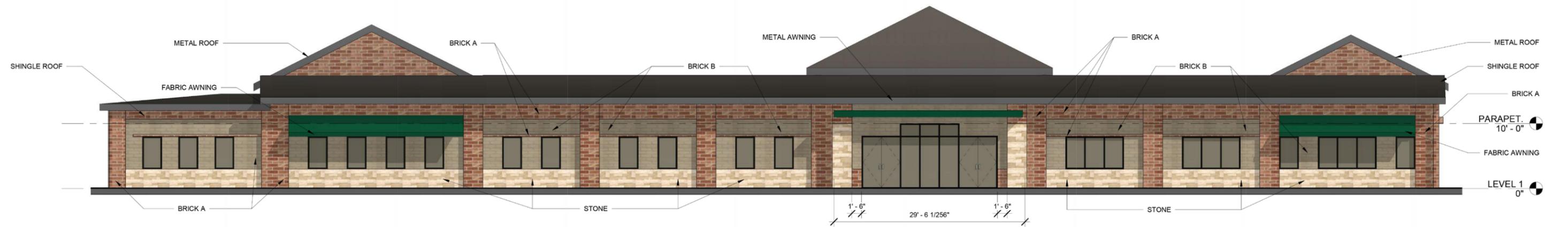
C5 EAST- EXTERIOR ELEVATION (Side)



C3 WEST- EXTERIOR ELEVATION (Side)



E2 WEST- EXTERIOR ELEVATION (Front)



E1 EAST- EXTERIOR ELEVATION (Rear)

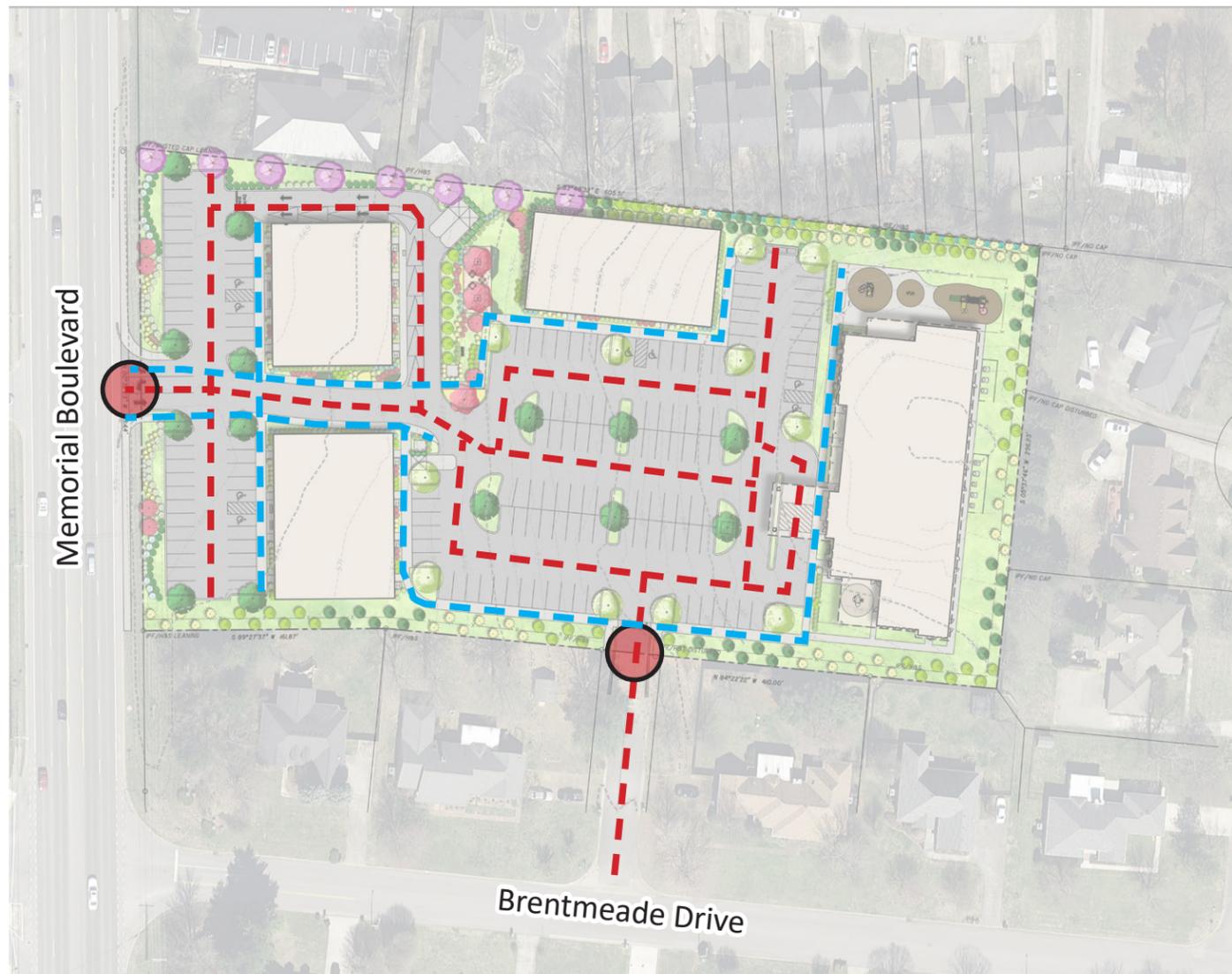
BUILDING D ELEVATIONS



E4 NORTH - EXTERIOR ELEVATION (Side)



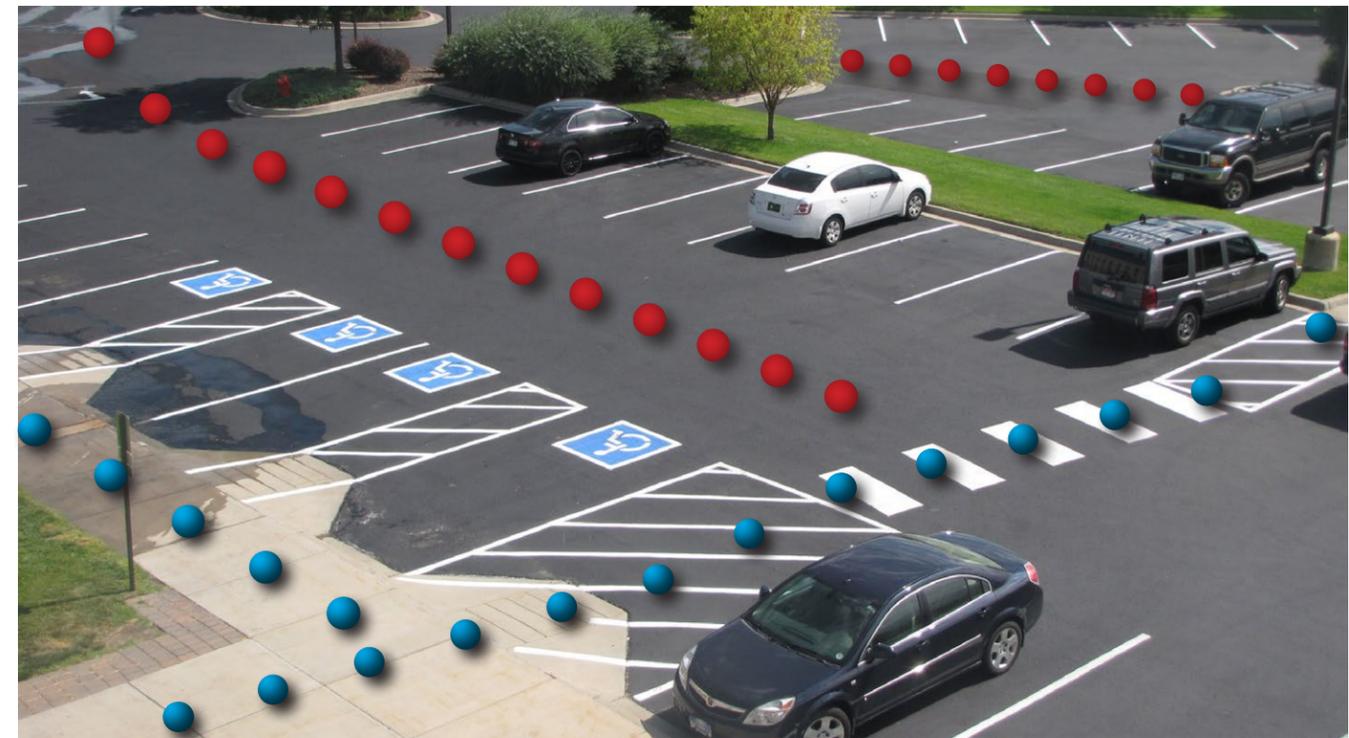
B4 SOUTH- EXTERIOR ELEVATION (Side)



Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan (MTP), none of the surrounding roadways in this development are slated for improvements. Memorial Boulevard is the thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 5-lane cross-section with a center turn lane, curb and gutter, and sidewalks along each side of the roadway.

The primary means of ingress/egress from this site will be onto Memorial Boulevard and Brentmeade Drive. The proposed entrance onto Memorial Boulevard will incorporate three travel lanes for proper circulation into and out of the development. At this time, no right-turn lane is being provided for traffic entering the site from Memorial Boulevard. The developer is making a commitment to conduct a traffic analysis during the site plan phase to determine what public infrastructure improvements, such as a right turn lane, will be needed for this development.

The concept plan has included multiple points of ingress/egress from the development to promote connectivity to the surrounding areas. The illustration above shows the proposed locations of all points of ingress/egress for the development.



Cross-walks shall be provided in areas where pedestrian and vehicular traffic conflict. The pedestrian circulation within the site will be connected to the existing sidewalks along Memorial Boulevard and the existing roadway of Brentmeade Drive.



EXAMPLE OF PROPOSED LANDSCAPE BUFFERS

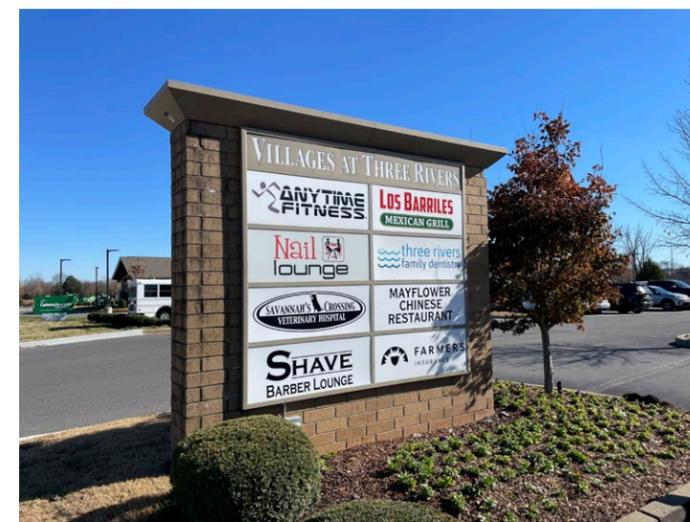
12-ft Wide Modified Type 'C' Landscape Buffer with 10-ft tall fence

15-ft Wide Type 'D' Option 2 Landscape Buffer with 10-ft tall fence

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the business owners and their patrons, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics some of the standards are outlined on the next page, as well as images representing design elements on site.

Landscape Characteristics:

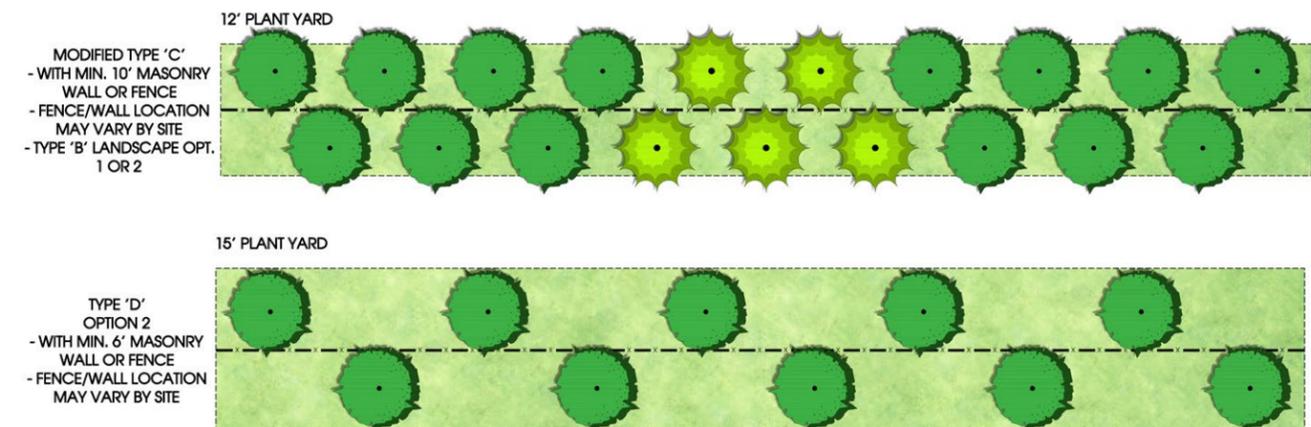
- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- A modified 12-ft wide Type 'C' Landscape Buffer with a 10-ft tall opaque PVC privacy fence, along with a single row of 6-ft tall evergreen trees planted 10-ft on center on each side of the fence. This buffer shall be installed along the portion of the northern boundary which abuts residential lots.
- A 15-ft wide Type 'D' Option 2 Landscape Buffer with a 10' tall opaque PVC privacy fence, along with a single row of 6-ft tall evergreen trees planted 10-ft on center on each side of the fence. This buffer shall be installed along the eastern and southern boundaries which abuts residential lots.
- Landscape buffers will be installed within the phase they are constructed with.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- A minimum 3-ft wide foundation planting bed shall be located along the front, sides and rear of each building, unless the side or rear facade is abutting a required landscape buffer or drive-thru window.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro landscaping ordinance.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of each building or via a common commercial owners association for the development.



EXAMPLE OF ENTRANCE SIGN



EXAMPLE OF PVC FENCING



1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits given on Pages 3-6 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 7-8 provide exhibits and standards that provides the required materials.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 7 & 13 provide exhibits and standards that provides the required materials.

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

(AA): The approximate date when construction of the project can be expected to begin.

(BB): The order in which the phases of the project will be built.

(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage

(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in four phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RS-15. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complement existing and future development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: The applicant is requesting the following exceptions with this PCD.

SETBACKS	CH	PCD	DIFFERENCE
Front Setback	42.0'	42.0'	0.0'
Side Setback	10.0'	10.0'	0.0'
Rear Setback	20.0'	20.0'	0.0'
Minimum Lot Size	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PCD.

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	177,646 s.f.
TOTAL MAXIMUM FLOOR AREA	40,000 s.f.
TOTAL LOT AREA	177,646 s.f.
TOTAL BUILDING COVERAGE	40,000 s.f.
TOTAL DRIVE/ PARKING AREA	69,691 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	107,955 s.f.
TOTAL OPEN SPACE	43,560 s.f.
FLOOR AREA RATIO (F.A.R.)	0.23
LIVABILITY SPACE RATIO (L.S.R.)	0.38
OPEN SPACE RATIO (O.S.R.)	0.77

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0145H eff. 1/4/2007.

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 3 & 19 discusses the Major Thoroughfare Plan.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is B&N Patel contact info for both is provided on cover.

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

Response: Pages 10-18 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 20.

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	CH (Most Relevant)	Proposed PCD	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A
Minimum Lot Area	N/A	t	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Setback Requirements			
Minimum Front Setback	42'	42'	0'
Minimum Side Setback	10'	10'	0'
Minimum Rear Setback	20'	20'	0'
Land Use Intensity Ratios			
MAX FAR	None	None	NA
Minimum Livable Space Ratio	None	None	NA
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Space Requirement	3%	3%	0%
Max Height	75'	35	-40'

PCD Exceptions Request Summary:

- No exceptions are being requested at this time.

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Darren Gore, Assistant City Manager
Russell Gossett, Director of Solid Waste

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Approve minutes of the December 7, 2022, and December 14, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the December 7, 2022 and December 14, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

4. Public Hearings and Recommendations to City Council:

Zoning application [2022-426] for approximately 4.1 acres located east of Memorial Boulevard to be rezoned from RS-15 to PCD (Memorial Plaza PCD), B & N Patel

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. Matt Taylor (design engineer) and Mr. Tom Meeks (architect) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton opened the public hearing.

1. **Ms. Cathryn Fowler, 129 Brentmeade Drive** – requested speed bumps to be placed on the streets to slow down traffic due to safety concerns.
2. **Mr. Harold Richardson, 133 Brentmeade Drive** – opposes the stub street being opened due to safety concerns with increased traffic.
3. **Ms. Kara Ivy, 3307 Yorkshire Court** - opposes the stub street being opened due to safety concerns with increased traffic.
4. **Mr. Wendell Burnett, 326 Brewster Court** – opposes the zoning request and the stub street being opened due to safety concerns with increased traffic.
5. **Mr. Robert Fowler, 129 Brentmeade Drive** – opposes the stub street being opened due to safety concerns with increased traffic.
6. **Ms. Caryl Holthouse, 118B Fairfax Drive** – wanted to know where would the berm and fence are proposed to end along Fairfax Drive.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton closed the public hearing.

Ms. Margaret Ann Green addressed the neighbors' traffic concerns, and Mr. Matt Taylor discussed the fencing and landscaping along the northern property line.

Mr. Chase Salas requested that a deceleration lane be added along Memorial Boulevard to allow traffic to turn into this site. Mr. Matt Taylor stated he would address this during site plan review.

There being no further discussion, Mr. Chase Salas moved to approve the zoning application subject to all staff comments as well as a fence being included along the northern property line adjacent to any residential properties; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Annexation petition and plan of services [2022-507] for approximately 0.81 acres located along South Church Street and Highfield Drive, Sam Willard 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.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

ORDINANCE 23-OZ-02 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 4.1 acres located east of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Commercial Development (PCD) District (Memorial Plaza PCD); B & N Patel, applicant, [2022-426].

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 Commercial Development (PCD) 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 _____

ATTEST:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51F0401...

Shane McFarland, Mayor

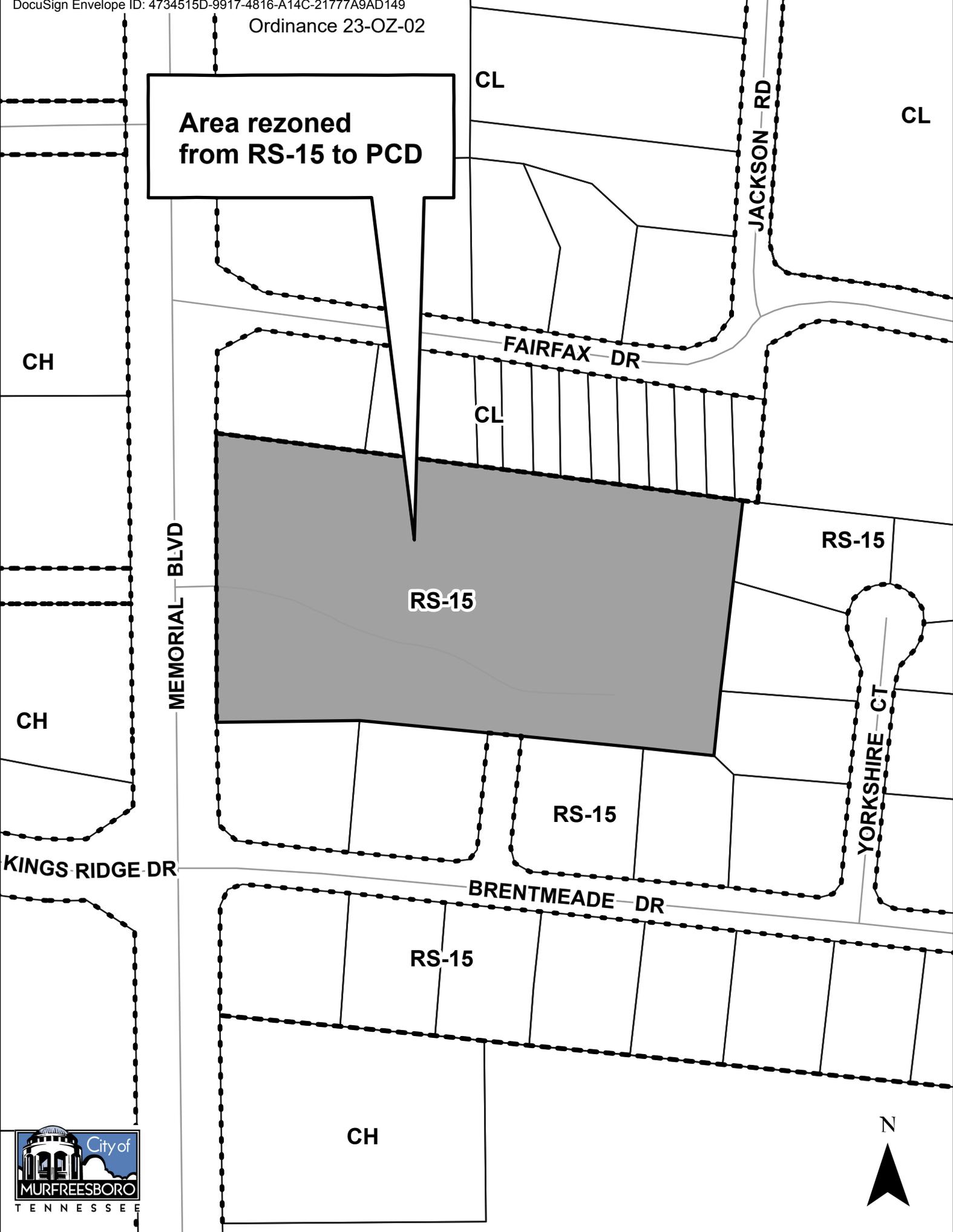
APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-02

Area rezoned
from RS-15 to PCD



CH

CL

CL

JACKSON RD

FAIRFAX DR

CL

MEMORIAL BLVD

RS-15

RS-15

CH

YORKSHIRE CT

RS-15

KINGS RIDGE DR

BRENTMEADE DR

RS-15

CH

N



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Plan of Services, Annexation, and Zoning for property along South Church Street
[Public Hearings Required]

Department: Planning

Presented By: Marina Rush, Principal Planner

Requested Council Action:

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

Summary

Annexation and zoning of approximately 0.81 and 0.54 acres, respectively, located at the southwest corner of South Church Street and Highfield Drive.

Staff Recommendation

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

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

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

Background Information

Sam Willard initiated a petition of annexation [2022-507] for approximately 0.81 acres located along South Church Street. The City developed its plan of services for this area. Additionally, Salem Investment Partners presented to the City a zoning application [2022-428] for the same property to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on January 11, 2023, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a two-tenant commercial building, which, upon development, will create jobs for the community and generate tax revenue for the City.

Attachments:

1. Resolution 23-R-PS-03

2. Resolution 23-R-A-03
3. Ordinance 23-OZ-03
4. Maps of the area
5. Planning Commission staff comments from the 01/11/2023 meeting
6. Planning Commission minutes from 01/11/2023 meeting
7. Plan of services
8. South Church Corner PCD pattern book
9. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 11, 2023
PROJECT PLANNER: MARINA RUSH**

4.b. Annexation petition and plan of services [2022-507] for approximately 0.81 acres located along South Church Street and Highfield Drive, Sam Willard applicant.

The property owner, Sam Willard, has submitted a petition requesting his property be annexed into the City of Murfreesboro. The subject property is 0.54 acres, located along the west side of South Church Street and south of Highfield Drive, and is developed with an existing single-family residence. The annexation study area includes approximately 185 linear feet of Highfield Drive right-of-way (ROW). On December 5, 2022, the County Road Board granted its consent to annex this segment of ROW. Attached to this staff report are maps illustrating the annexation study area for the following:

- Tax Map Parcel 125 O, Group A, Parcel 3.00 (0.54 acres)
- Highfield Drive ROW (0.27 acres)

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the City limits along the east property line at the South Church Street ROW. In addition, the City is in the process of updating the Murfreesboro 2035 Comprehensive Plan Chapter 4 Future Land Use Map, which includes a Service Infill Line. The subject property is located within the proposed Service Infill area.

Simultaneous with this application is a request to zone the property to Planned Commercial District (PCD) to allow for the development of a commercial multi-tenant building. A neighborhood meeting was held on November 28, 2022, at the Barfield Crescent Park Wilderness Station, and the neighbor comments made were primarily regarding the companion PCD zoning as it relates to site design and the uses proposed to be permitted. No comments were made by the neighbors regarding this requested annexation.

Staff has prepared a plan of services (POS) for the proposed annexation, which provides detailed information regarding each of the City services. It demonstrates that City services can be provided to the subject property. The POS is an attachment to this staff report for reference regarding the City services.

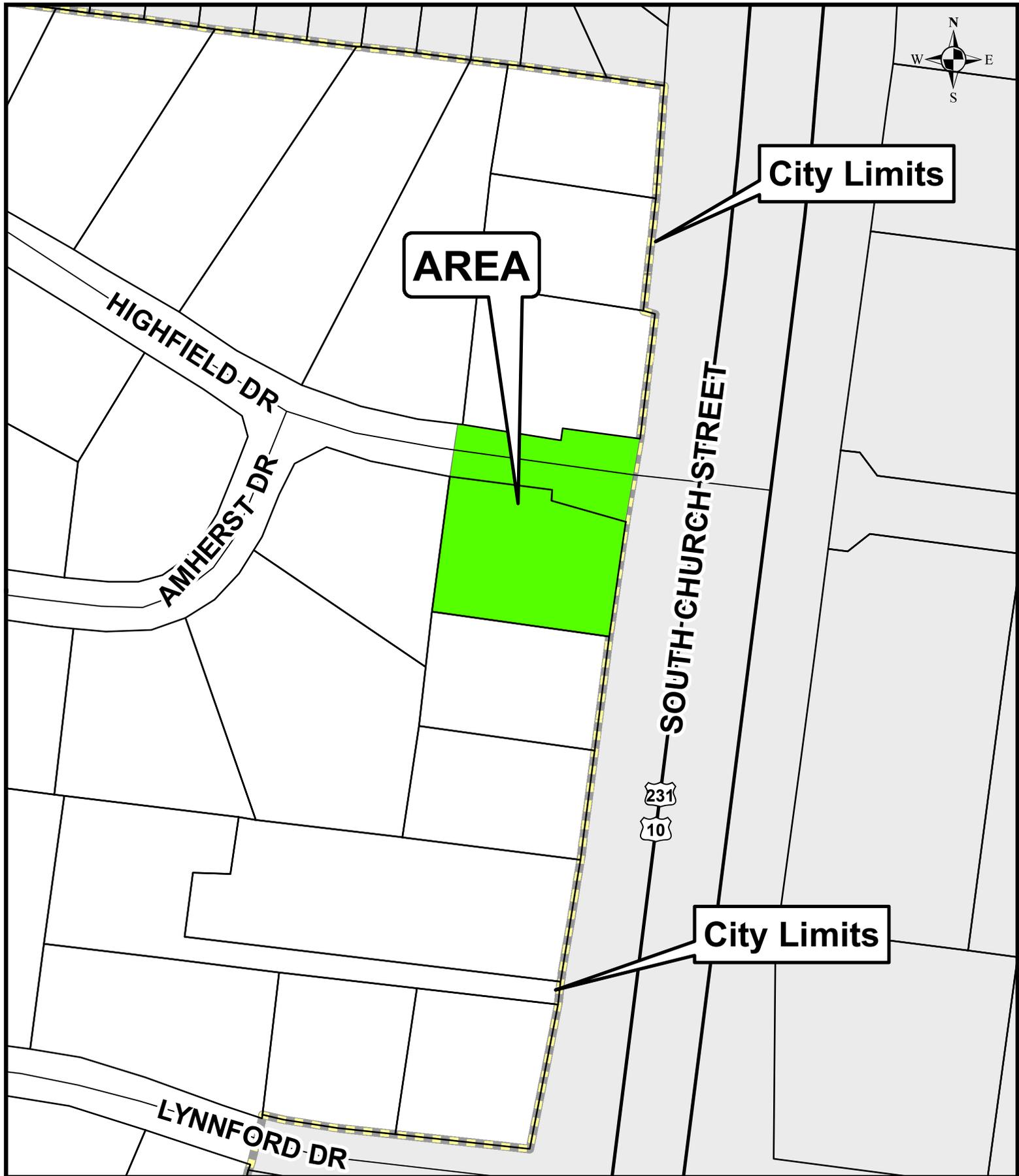
Staff Recommendations:

Staff recommends approval of the annexation based on the following reasons:

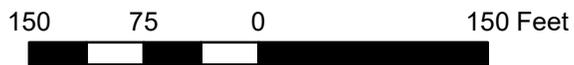
- a. Study area is contiguous with the existing City limits and is within the Murfreesboro Urban Growth Boundary.
- b. Study area is in the Service Infill area of the proposed update to the 2035 Comprehensive Plan Land Use Map.
- c. City services can be provided to the subject property upon annexation.
- d. Simultaneous with this application is a request to zone the property to PCD, and City services can be provided to the subject property for future commercial development.

Action Needed:

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



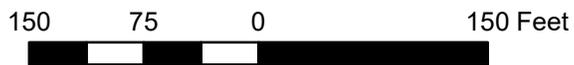
**Annexation Request for Property located
along South Church Street and Highfield Drive**



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



**Annexation Request for Property located
along South Church Street and Highfield Drive**



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Sam Willard
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: owner Date: 11-10-22
3400 S. Church St.
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

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

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

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

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

pd. \$500.00
Receipt 818524

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Darren Gore, Assistant City Manager
Russell Gossett, Director of Solid Waste

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Approve minutes of the December 7, 2022, and December 14, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the December 7, 2022 and December 14, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton closed the public hearing.

Ms. Margaret Ann Green addressed the neighbors' traffic concerns, and Mr. Matt Taylor discussed the fencing and landscaping along the northern property line.

Mr. Chase Salas requested that a deceleration lane be added along Memorial Boulevard to allow traffic to turn into this site. Mr. Matt Taylor stated he would address this during site plan review.

There being no further discussion, Mr. Chase Salas moved to approve the zoning application subject to all staff comments as well as a fence being included along the northern property line adjacent to any residential properties; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Annexation petition and plan of services [2022-507] for approximately 0.81 acres located along South Church Street and Highfield Drive, Sam Willard 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.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

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

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2022-428] for approximately 0.54 acres located along South Church Street and Highfield Drive to be zoned PCD (South Church Street Corner PCD) simultaneous with annexation, Salem Investment Partners 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.

Mr. Matt Taylor (design engineer) and Mr. Steven Dotson (developer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

RESOLUTION 23-R-PS-03 to adopt a Plan of Services for approximately 0.81 acres located along South Church Street and Highfield Drive, Sam Willard, applicant [2022-507].

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

WHEREAS, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on January 11, 2023 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on March 2, 2023, pursuant to a Resolution passed and adopted by the City Council on January 19, 2023, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on February 14, 2023; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 23-R-A-03**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

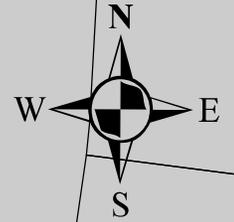
Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51E9401...
Adam F. Tucker
City Attorney

SEAL

Resolution 23-R-PS-03



City Limits

AMHERST-DR

HIGHFIELD DR

Area to be Annexed

SOUTH CHURCH STREET

23
10

City Limits



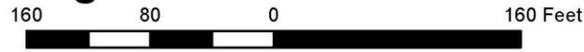
**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG SOUTH CHURCH STREET AND HIGHFIELD DRIVE
(ADDRESSED 3400 SOUTH CHURCH STREET)
INCLUDING PLAN OF SERVICES
(FILE 2022-507)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – JANUARY 11, 2023**



Annexation Request for Property located along South Church Street



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

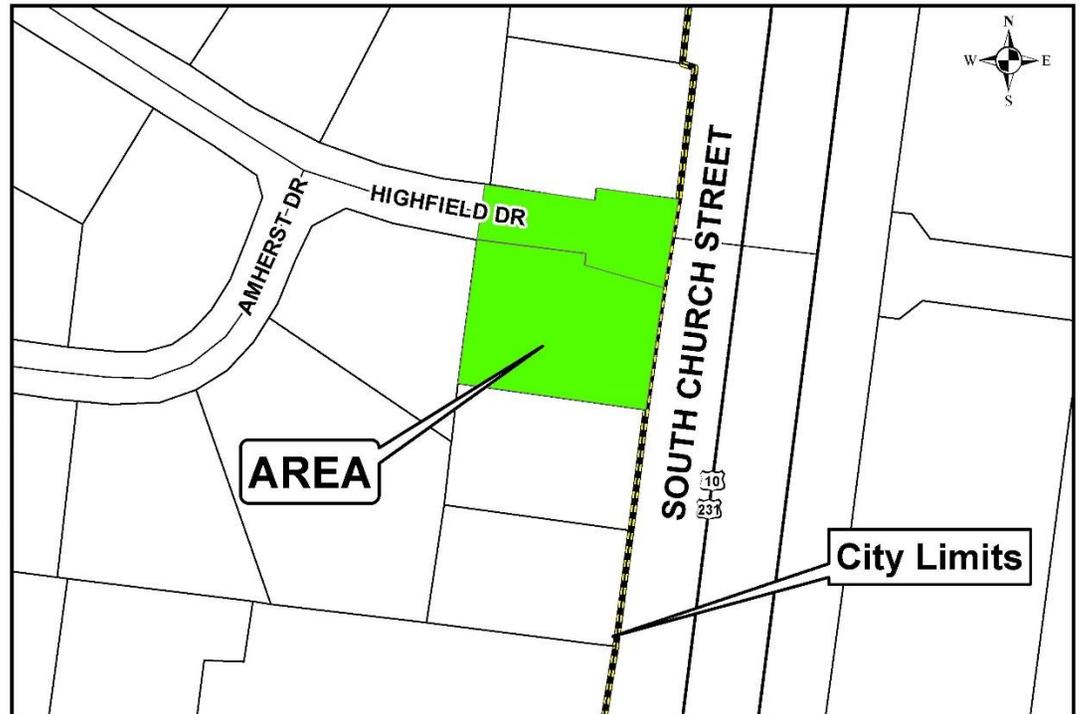
INTRODUCTION

OVERVIEW

The property owner, Sam Willard, has submitted a petition requesting his property be annexed into the City of Murfreesboro. The subject property is 0.54 acres, located along the west side of South Church Street and south of Highfield Drive. The annexation study area includes 185 linear feet of Highfield Drive right-of-way (ROW). The County Road Board granted its consent to annex this segment of ROW at its December 5, 2022, meeting.

The requested property is developed with a single-family residence. It is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the east property line at the South Church Street ROW. In addition, the City is in the process of updating the Murfreesboro 2035 Comprehensive Plan Chapter 4 and the Future Land Use Map, and the update includes a Service Infill Line. The subject property is located inside of this Service Infill area. The property tax map numbers are:

- Tax Map Parcel 125 O, Group A, Parcel 3.00 (0.54 acres)
- Highfield Drive ROW (0.27 acres)



Annexation Request for Property located along South Church Street

160 80 0 160 Feet

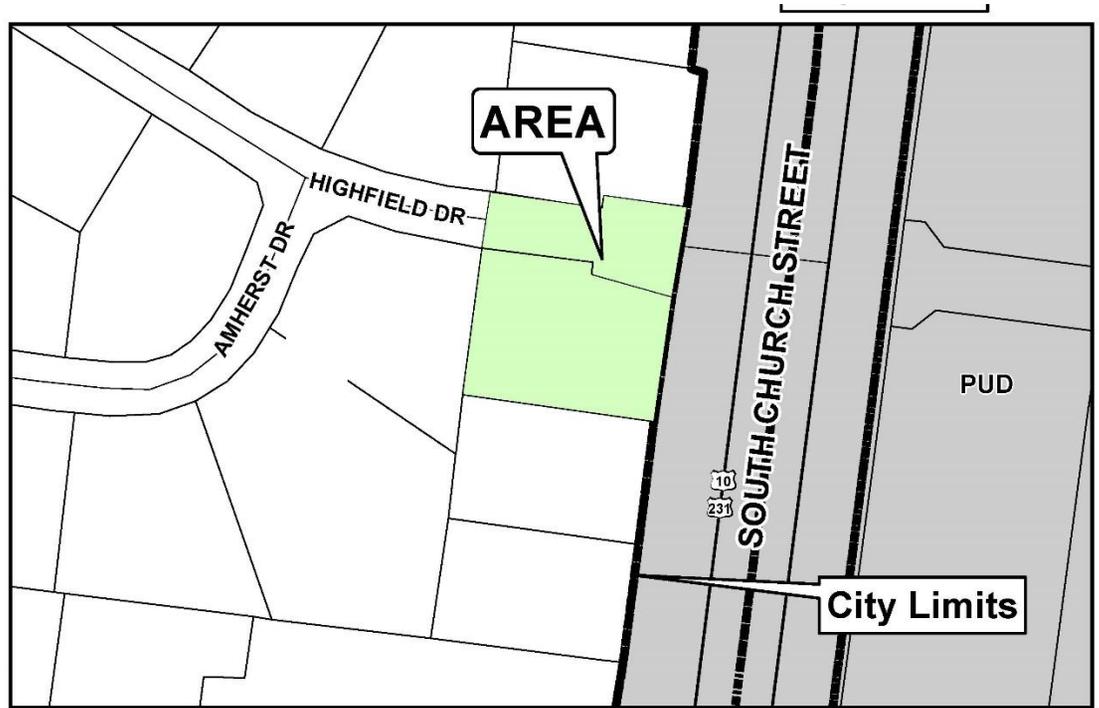
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

CITY ZONING

A separate application has been submitted by Salem Investment Partners for PCD (Planned Commercial District) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The surrounding area consists of a mixture of zoning types and uses. The land to the north, west and south is zoned Medium Density Residential (RM) in Rutherford County. The land to the east across South Church Street is zoned Marketplace at Savannah Ridge PUD (Planned Unit District) and developed with an Aldi's and under construction for other retail buildings.

The property at the south property line is a residence and has an approved Conditional Use Permit (Rutherford County, file number A-841) to operate a commercial massage therapy and chiropractic business out of the home.



**Zoning Request for Property along South Church Street
and Highfield Drive
PCD (South Church Corner PCD)
Simultaneous with Annexation**

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

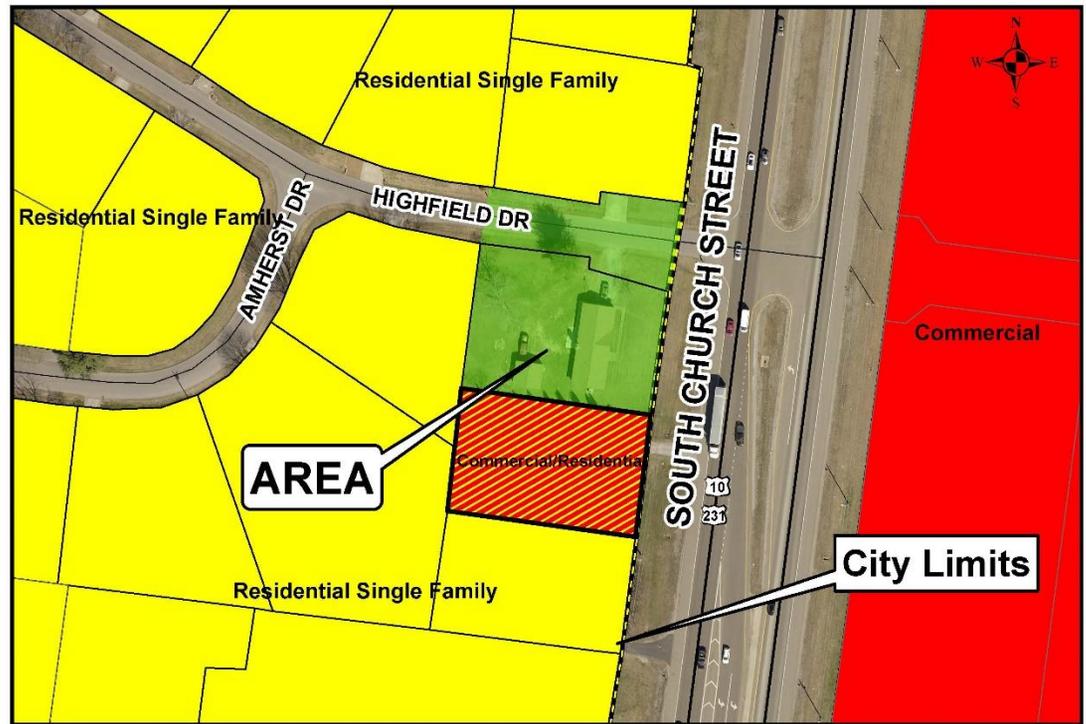
150 75 0 150 Feet



PRESENT AND SURROUNDING LAND USE

The land uses for the subject property include an existing single-family residence on the 0.54-acre parcel. Surrounding properties are developed with single family residences to the west, north and south. Some of the residences fronting out to South Church Street have commercial businesses operating in the houses. The contiguous property to the south, in unincorporated Rutherford County, has a valid Conditional Use Permit to operate a commercial business from the house for a chiropractic service and massage therapist with gravel parking and sign located in the front along South Church Street (depicted with red hatching on the adjacent map).

The properties to the east are zoned PUD and being developed as a neighborhood shopping center, including Aldi’s, and attached single family residences. To the southeast is Walmart.



Annexation Request for Property located along South Church Street

160 80 0 160 Feet

Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2023 will be due on December 31, 2024. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

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

Owner of Record	Acres	Land Value	Improvements + Yard Item Value	Total Assessment	Estimated City Taxes
Sam Willard	0.54	\$55,000	\$243,600	\$77,750	\$1,002.51

These figures are for the property in its current state and are subject to change upon development.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. This property is in Police Zone #7.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing electric facilities along the west side of South Church Street and has capacity to accommodate any future development. All new electrical infrastructure installed to serve the future development will be required to adhere to MTE standards.

STREET LIGHTING

Streetlights are installed along east side of South Church Street. New development would not impact existing streetlights.

SOLID WASTE COLLECTION

The study area is currently developed with a single-family residence. The service day would be on Tuesday, the cost of the cart will be \$53.30, and the monthly service to the property will be \$7.50 per month attached to the water bill. If the property is rezoned to commercial, PCD, any future development will need to be serviced by a private solid waste management service required at the time of development.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There is one single family residence on the subject property, so the property will have minimal impact on MCS in its current state. The property, if annexed, would become part of the Salem Elementary school zone. Since the study area is proposed for commercial, PCD, zoning, there would not be any impacts to the City Schools with future development.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area has access to existing South Church Street and Highfield Drive. The study area includes approximately 180 linear feet of Highfield Drive ROW. Highfield Drive is an existing 2-lane, ditch section roadway. Upon annexation, the City will be responsible for operation and maintenance of this street. Based on a 15-year repaving cycle, the annualized maintenance cost for Highfield Drive is \$250 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in approximately \$45 of capital cost annually with State Street Aid and General Fund as funding sources. Any new connections to Highfield Drive must be approved by the City Engineer and any connections to South Church Street must be approved by TDOT and the City Engineer. Additionally, development of the property will require participation in construction of improvements to the roadway and ROW/easement dedication in accordance with the City's Substandard Street requirements.

No additional public roadways are included in the study area. Any new public roadways to serve the study area must be constructed to City Standards.

REGIONAL TRAFFIC & TRANSPORTION

The study area has access to South Church Street. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows South Church Street to be operating at a Level of Service C in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that South Church Street operates at a Level of Service of D without the proposed improvements recommended in the 2040 Plan.

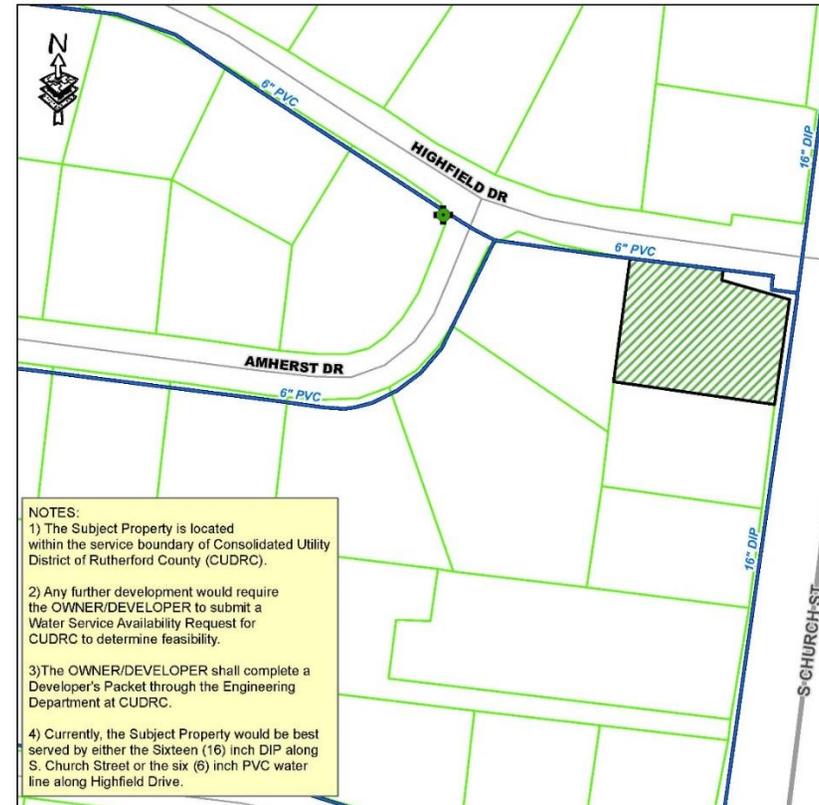
WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. The Study area can be served by the existing 16--inch ductile iron water main (DIP) located along South Church Street or the existing 6-inch PVC water line located along Highfield Drive.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line

development must be done in accordance with CUD's development policies and procedures.

3400 S. Church Street Annexation Request



-  CUD HYDRANT
-  CUD WATER MAIN
-  SUBJECT PROPERTY

DECEMBER 2, 2022

TAX MAP: 1250
GROUP: A
PARCEL: 3.00



0 125 250 Feet

FIRE AND EMERGENCY SERVICE

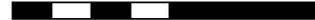
The study area contains an existing single-family dwelling. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. MFRD can also provide fire protection upon annexation at no additional expense.

Currently the study area is located 0.75 miles from Fire Station #2 (2880 Runnymede Drive). The red line on the adjacent map represents the linear distance from the nearest fire station.



Annexation request for property and right-of-way along South Church Street and Highfield Drive

1,300 650 0 1,300 Feet



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111 West Vine St
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SANITARY SEWER SERVICE

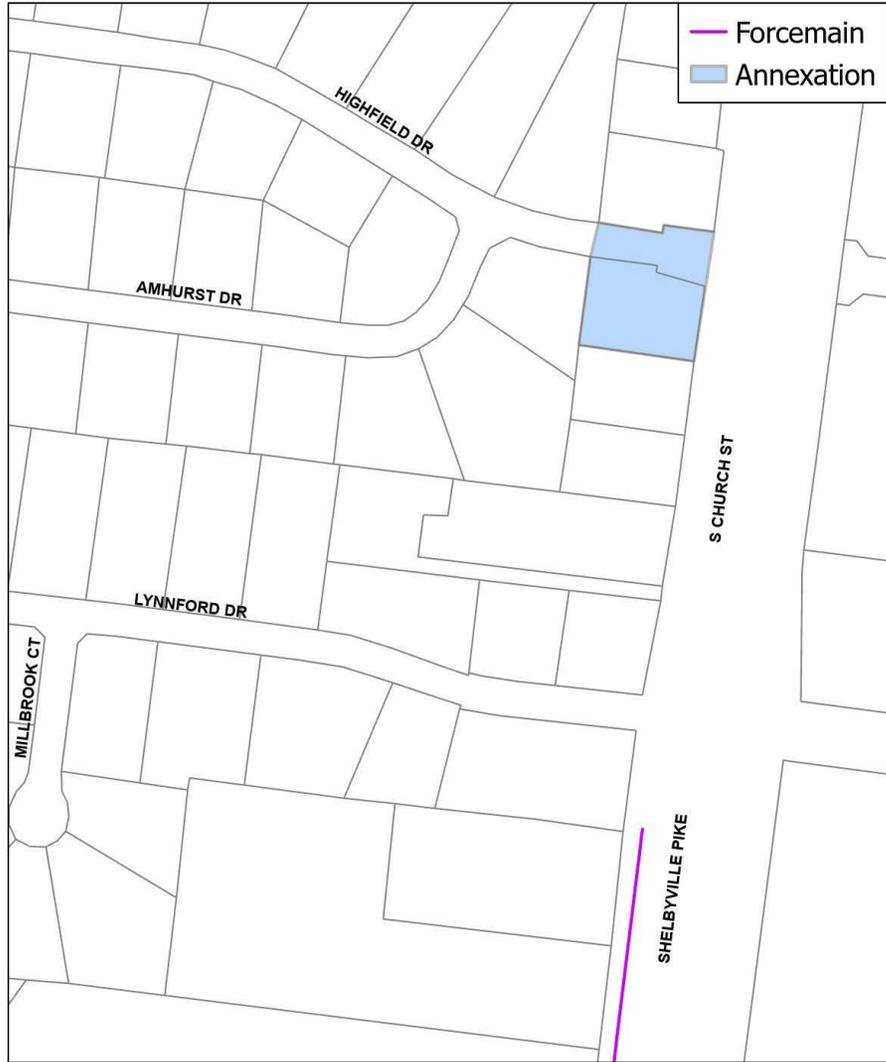
To serve the Study Area, off-site sewer must be extended by the developer. There is an existing 2 ½ " sewer force main south of Lynnford Drive, as depicted by the purple line on the following map. This force main must be extended from its current location to the north property line of the proposed development. Should the property remain in its current state, it would continue to use the existing septic system.

This property is not within the original limits of the South Church Street Sanitary Sewer Assessment District (AD); however, the Ordinance is written, that should anyone connect to the sewer installed within the AD, that they would pay the same assessment fee. This AD fee is \$10,600 per acre in addition to the standard and customary sewer connection fee of \$2,550 per single family unit or retail space.

Regarding the Sewer Allocation Ordinance (SAO), during the application meeting, it was determined that with the size of the property (0.54 acres), the planned zoning of Planned Commercial District (PCD), and the use of the building as an urgent care clinic, that this

use would meet the requirements of the SAO. Staff has determined there is capacity within this sewer force main as well as the downstream gravity sewer main to serve the development.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of MWRD.



MURFREESBORO WATER RESOURCES DEPARTMENT

Annexation Request South Church St and Highfield Dr



DRAINAGE

Public Drainage System

The drainage systems are available in the study area and include facilities in South Church Street and Highfield Drive. The South Church Street drainage system is the responsibility of TDOT for routine maintenance. The Highfield Drive drainage system will become the responsibility of the City upon annexation of the right-of-way. Routine maintenance for these facilities is included within the expected annual maintenance costs for the public roadway. State Street Aid and Stormwater Utility Fee are anticipated sources for funding the public drainage facilities operation and maintenance.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

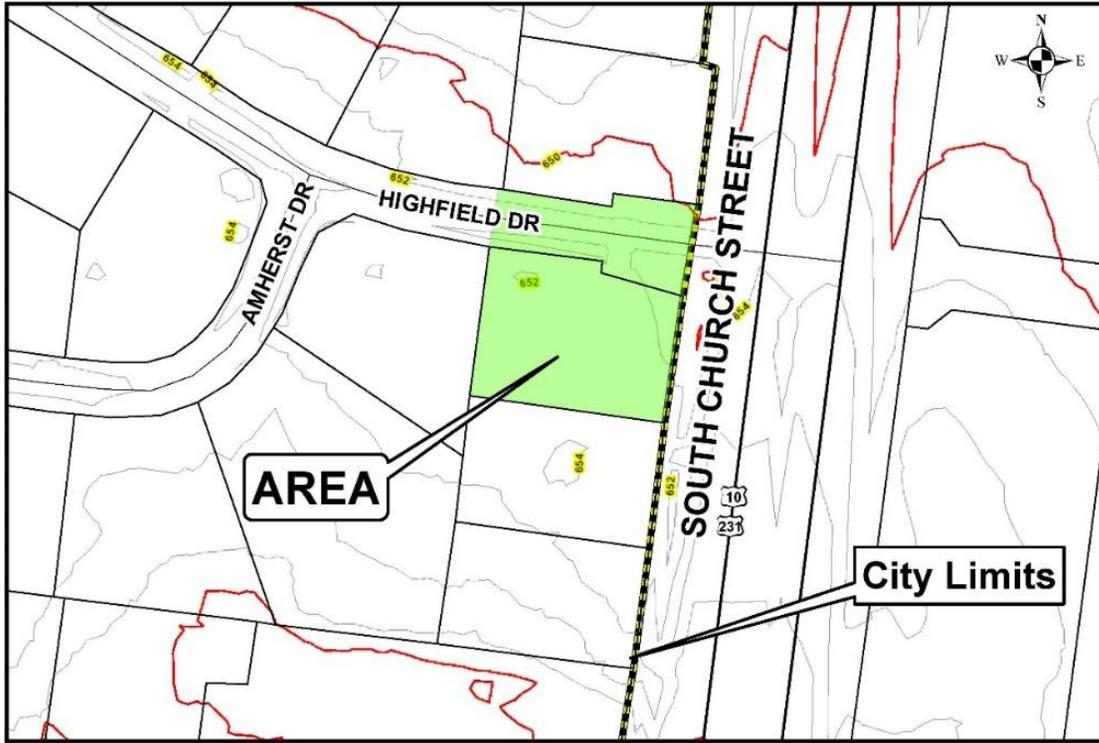
Regional Drainage Conditions

A review of the regional drainage patterns indicates the study area drains toward the right-of-way of South Church Street then north to Middle Fork of the Stones River. Overtopping of stormwater on South Church Street less than half a mile downstream from the study area has been an issue in past.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 1 single family residence and will generate approximately \$39 per year in revenue for the Stormwater Utility Fee. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed PCD (Planned Commercial District) zoning, the future development of the study area will result in approximately \$115 additional revenue per year into the Stormwater Utility Fund upon full buildout.

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



**Annexation Request for Property located
along South Church Street**



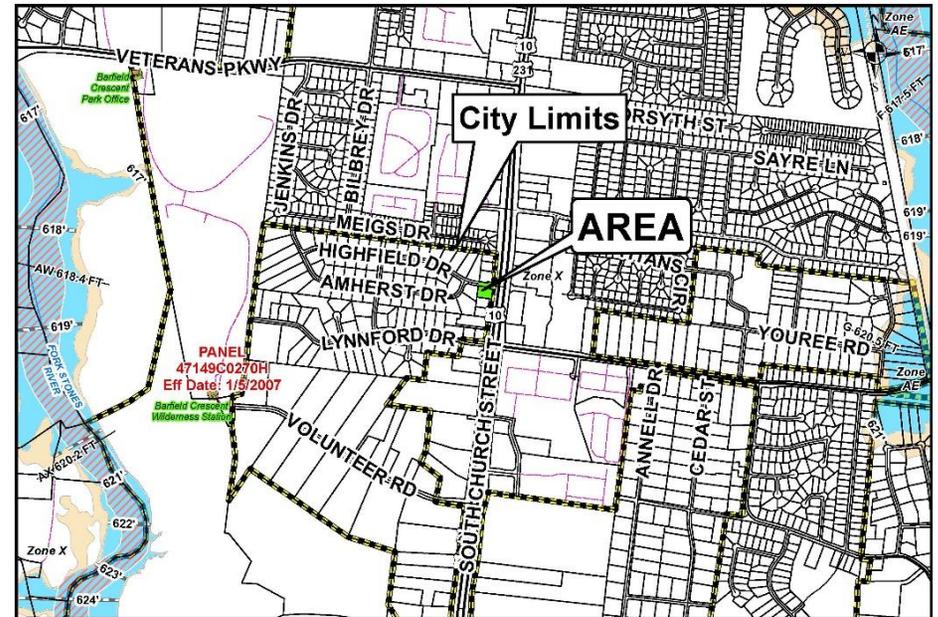
Planning Department
City of Murfreesboro
111 W. Vine St.
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www.murfreesborotn.gov

FLOODWAY

The study area is not located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map depicts the 100-year floodplain in blue, approximately 1-mile to the west and 1-mile to the east of the subject property.

ANNEXATION FOLLOW-UP

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



Annexation Request for Property located along South Church Street

1,700 850 0 1,700 Feet

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

RESOLUTION 23-R-A-03 to annex approximately 0.81 acres located along South Church Street and Highfield Drive (Tax Map 125O, Parcel 00300), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Sam Willard, applicant [2022-507].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 23-R-PS-03** on March 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on January 11, 2023 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 23-OZ-03**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

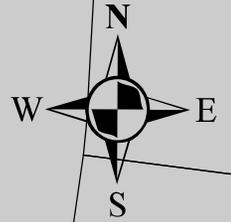
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51E9401

Adam F. Tucker
City Attorney

SEAL



Resolution 23-R-A-03

City Limits

AMHERST-DR

HIGHFIELD DR

Area Annexed

SOUTH CHURCH STREET
23
10

City Limits



**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 11, 2023
PROJECT PLANNER: MARINA RUSH**

- 4.c. Zoning application [2022-428] for approximately 0.54 acres located along South Church Street and Highfield Drive to be zoned PCD simultaneous with annexation, Salem Investment Partners applicant.**

The subject property is approximately one-half acre and is located along the west side of South Church Street and south of Highfield Drive, addressed 3400 South Church Street. It is currently developed with a single-family residence. The applicant is requesting to zone the property to PCD (Planned Commercial District) simultaneous with annexation to allow for the development of a small commercial center. The property tax map number is:

- Tax Map 125 O, Group A, Parcel 3.00 (0.54 acres)

South Church Corner PCD

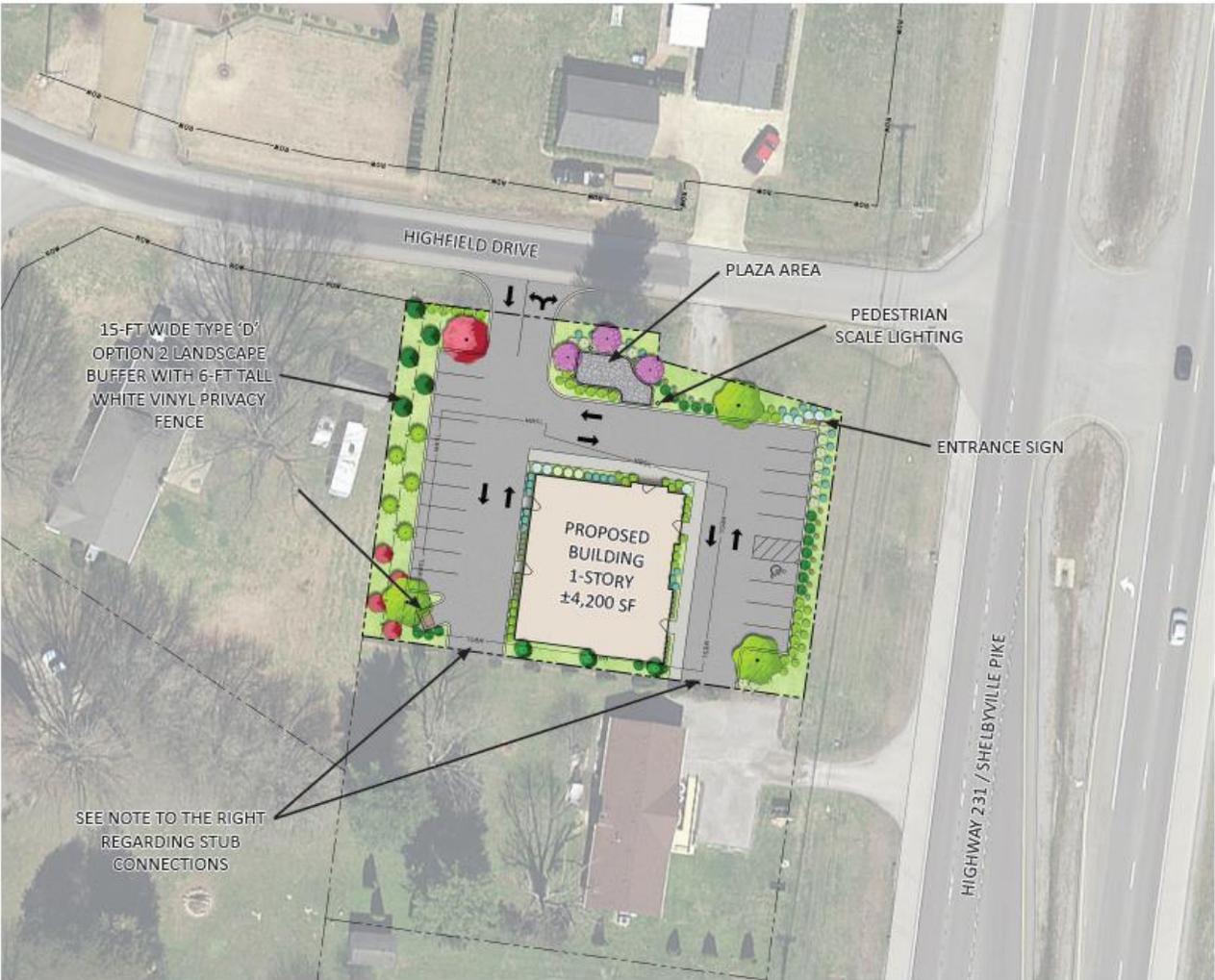
A neighborhood meeting was held on November 28, 2022, at the Barfield Crescent Park Wilderness Station. It was well attended, and neighbor comments were primarily regarding the site design and the proposed uses permitted. In response to the neighbor comments, the applicant added a privacy fence along the west property line and closed the future internal connection to the property to the south. These changes are reflected in the South Church Corner PCD program book (see attachments).

Uses: The PCD will allow a limited number of commercial uses that are similar to those allowed in the CF district. The program book also explicitly prohibits several uses for this property, including pain clinic, drug and alcohol rehabilitation center, and cigarette/vaping sales.

Site Design: The building will be approximately 4,200 square feet and faces South Church Street. The parking depicted meets the Zoning Ordinance required minimum stalls and is located in both the front and rear of the building. The proposed open space area is 20% of the site, and to screen the parking lot from the single-family residence to the west will be a Type D landscape buffer and 6-foot-tall privacy fence along the west property line. The requested setbacks are front = 42 feet; rear = 20 feet; and side = 5 feet. There is a combined residence/commercial use to the south and the side setback along the south property line, at 5-feet, is less than the minimum required by the zoning ordinance where the property abuts a property zoned or used for residential purposes. This requested reduction is included in the exceptions section of the program book.

The Planning staff requested for the zoning plan to provide a stub for future cross-connection for the subject property with future development to the south, for access to Highfield Drive for left-turns onto northbound South Church Street. The program book depicts two stub connections to the south but includes text, program book pages 7 and 12, requiring mutual agreements first be in place first. Staff recommends the stub connections be part of the proposed development. Staff will continue to work with the applicant regarding this text and will provide additional information at the January 11, 2023 public hearing. For reference, this text states the following:

The applicant is willing to provide cross connectivity to the south when the property to the south is redeveloped. The correct stub locations will be determined when the property to the south is redeveloped so the optimal locations for both properties are utilized. Furthermore, an access easement agreement will be recorded when the property to the south is redeveloped and the property owners enter into a mutually agreed upon maintenance and cross access easement agreement for any shared access points.



PROPI

Building Design: The building is 1-story with a height not to exceed 35 feet. The proposed primary exterior material is brick with stone veneer for the base, and black metal canopies above the doorway entrances. The building color scheme is earthtone. As noted in the program book, the building design will be required to comply with the Murfreesboro Design Guidelines and is subject to Site Plan approval.

Exceptions Requested: The applicant is requesting two exceptions from the Zoning Ordinance standards for the proposed PCD.

1. Requesting an exception to the required 15-ft wide Type 'D' Landscape buffer along the southern property line. The request is based on fact that while the property to the south (see photograph below) is zoned Medium Density Residential (RM), it also has a Conditional Use Permit from Rutherford County that allows it to be used for commercial purposes. Since the neighboring property has that permit and is currently being used as a commercial establishment, an exception to the Type 'D' Buffer is being requested, as this property line would be dividing two properties with commercial uses, if this PCD is approved.
2. Requesting an exception to the 10-ft side setback to be reduced to 5-ft along the southern property line. The request is in conjunction with the first exception (see above) in that the property to the south is a commercial use. The proposed PCD is being compared to Commercial Highway (CH) zoning, which allows for a 10-ft wide side setback along that property line when the adjacent property is zoned residential. The CH zone also allows for the 10-ft side setback to be reduced to zero feet (0-ft), if the adjacent property has commercial zoning or land use. As the property to the south is a residentially-zoned property, functioning as a commercial property through the existing Conditional Use Permit with the County, the reduction request of 5-ft is in line with the side setback guidelines outlined in the Zoning Ordinance for a property similar to Commercial Highway (CH) zoning.



Also, of note, Planning staff has studied the properties facing South Church Street in the Palmer Acres South Subdivision through the FLUM update process and has recommended that the land use character for this segment along South Church Street be Neighborhood Commercial land use designation. As such, due to the commercial nature of the adjacent residence and the transitioning of the neighborhood along South Church Street, staff supports the requested exceptions for the reduced setback and landscaping.

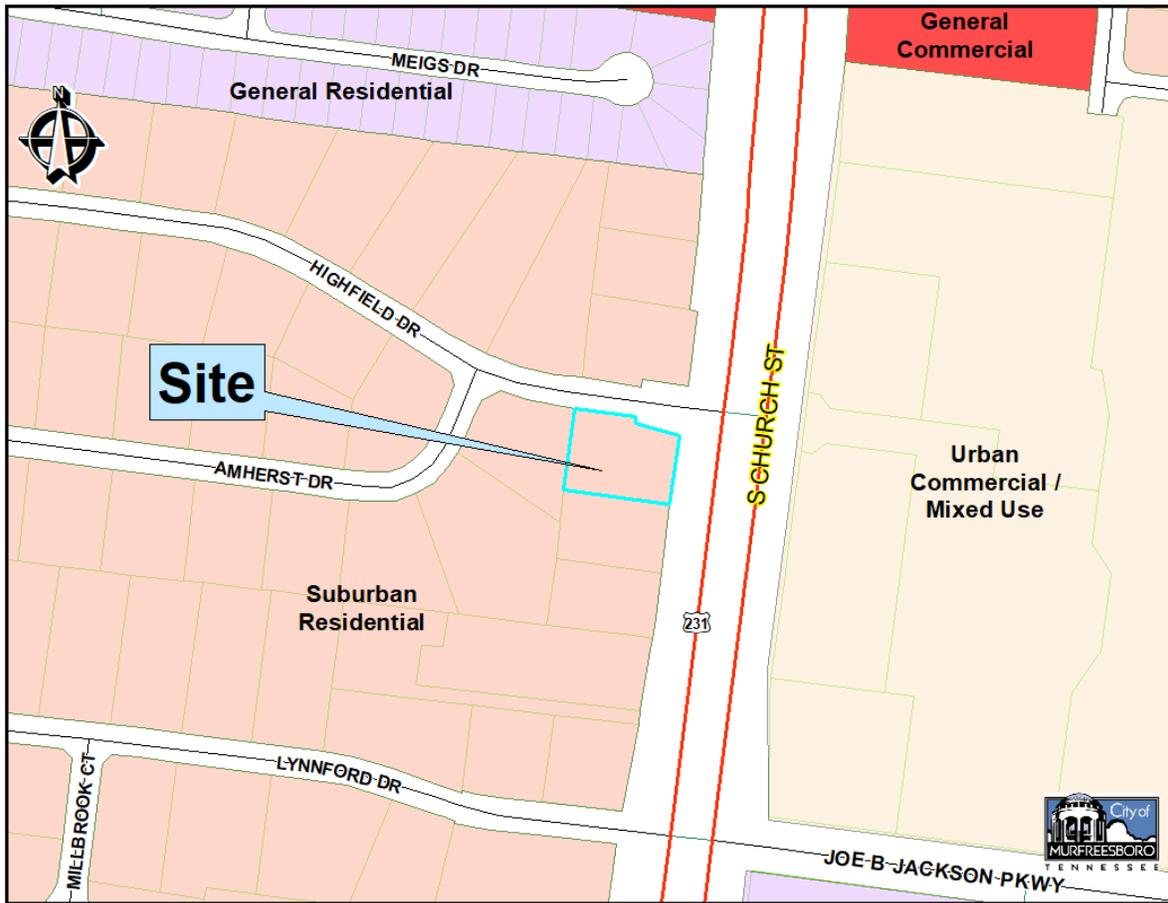
Adjacent Zoning and Land Uses

The surrounding area consists of a mixture of zoning types and uses. The land to the north, west and south is zoned Medium Density Residential (RM) in Rutherford County. The land uses are single family residential to the west, and a mixture of single-family residential and commercial to the north and south. The land to the east across South Church Street is in the City limits and is zoned Marketplace at Savannah Ridge PUD (Planned Unit District) and developed with an Aldi's and other commercial buildings currently under construction.

Future Land Use Maps

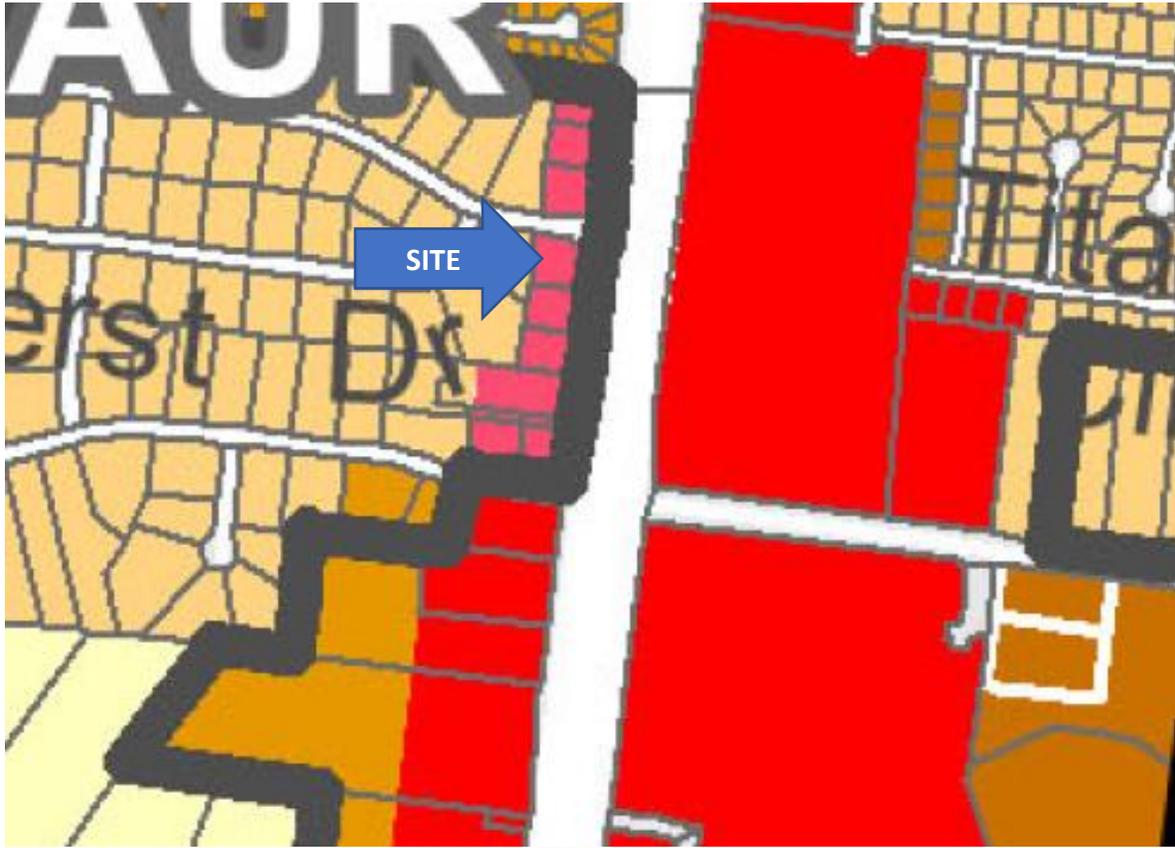
The current Future Land Use Map of the Murfreesboro 2035 Comprehensive Plan indicates that Suburban Residential is the most appropriate land use character for the project area. For reference, below are excerpts from the both the proposed Murfreesboro 2035 Comprehensive Plan – Future Land Use Map and the adopted Murfreesboro 2035 Future Land Use Map.

**Adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map
(excerpt)**



The future land use map and text of the Murfreesboro 2035 Comprehensive Plan is in the process of being updated. The proposed update to the Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates that Suburban (Neighborhood) Commercial is the most appropriate land use character for the project area. The characteristics are smaller scale neighborhood commercial configurations, smaller buildings, buffers adjacent to residential, localized trade uses within a community or neighborhood. The proposed PCD zoning is consistent with the Suburban (Neighborhood) Commercial designation.

Proposed Update to the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



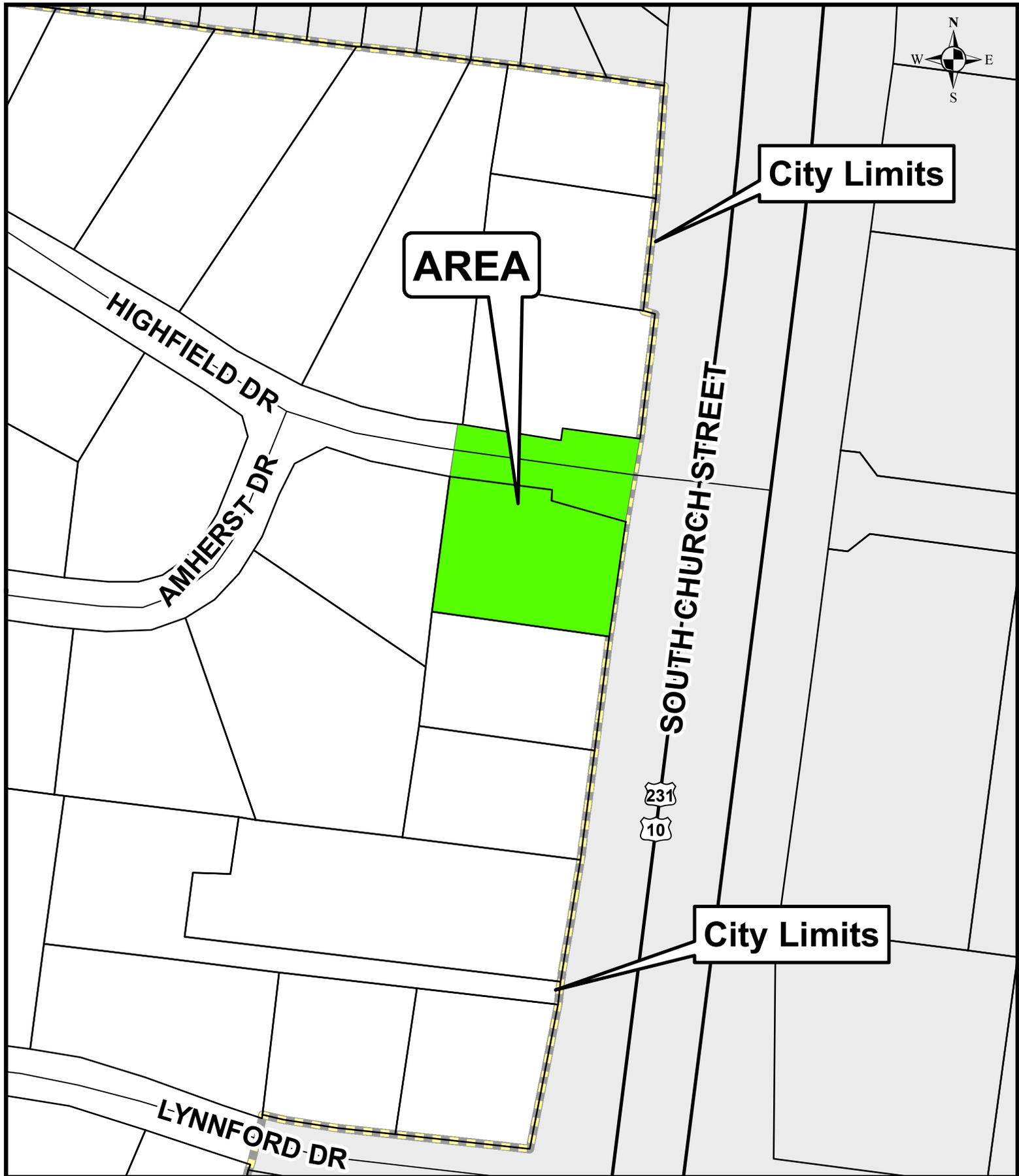
Recommendation:

Staff supports the zoning request to PCD for the following reasons:

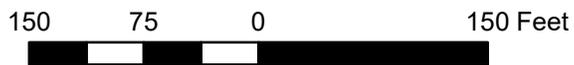
- 1) The PCD zoning, as proposed, is compatible with the commercial development occurring along this area of South Church Street, and is a lesser commercial zone used to transition from adjacent residential property to heavier commercial zoning in the area. Protections for adjacent residential zones are built into the PCD program book.
- 2) The PCD is intended for a limited list of neighborhood commercial uses, and expressly prohibits uses that have been requested by the neighbors to be prohibited, including vape and cigarette shop, pain clinic and alcohol/drug addiction rehabilitation centers.
- 3) The PCD is consistent with the proposed Future Land Use Map for the Suburban (Neighborhood) Commercial land use designation.

Action Needed:

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



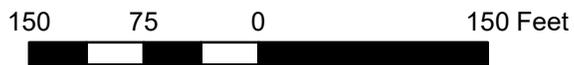
**Annexation Request for Property located
along South Church Street and Highfield Drive**



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



**Annexation Request for Property located
along South Church Street and Highfield Drive**



Planning Department
City of Murfreesboro
111 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: Salem Investment Partners c/o Bobby Kirby

Address: P.O. Box 669 City/State/Zip: McMinneville, TN 37111

Phone: 615-607-8770 E-mail address: bobby@investmentpartnersllc.com

PROPERTY OWNER: Sam Willard

Street Address or property description: 3400 South Church Street

and/or Tax map #: 1250 Group: A Parcel (s): 3.00

Existing zoning classification: RM - Rutherford County

Proposed zoning classification: PCD Acreage: 0.54 acres

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

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

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

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

SOUTH CHURCH CORNER

A REQUEST FOR ANNEXATION AND REZONING FROM MEDIUM DENSITY RESIDENTIAL TO PLANNED COMMERCIAL DEVELOPMENT
Murfreesboro, Tennessee



**Investment
Partners**,LLC
commercial real estate / developer

SEC, Inc.

SEC Project #22012

Initial Submittal

November 9th, 2022

Resubmittal

December 8, 2022 for the December 14, 2022
Planning Commission Workshop Meeting

Resubmittal

January 9, 2023 for the January 11, 2023
Planning Commission Public Hearing

Resubmittal

February 14, 2023 for the March 2, 2023
City Council Public Hearing

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Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Rob Molchan / Matt Taylor
 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129*



Company Name: Investment Partners, LLC
 Profession: Developer
 Attn: Lake Kirby
 Phone: (931)-273-5743
 Email: rlakekirby@gmail.com
 Web: investmentpartnersllc.com

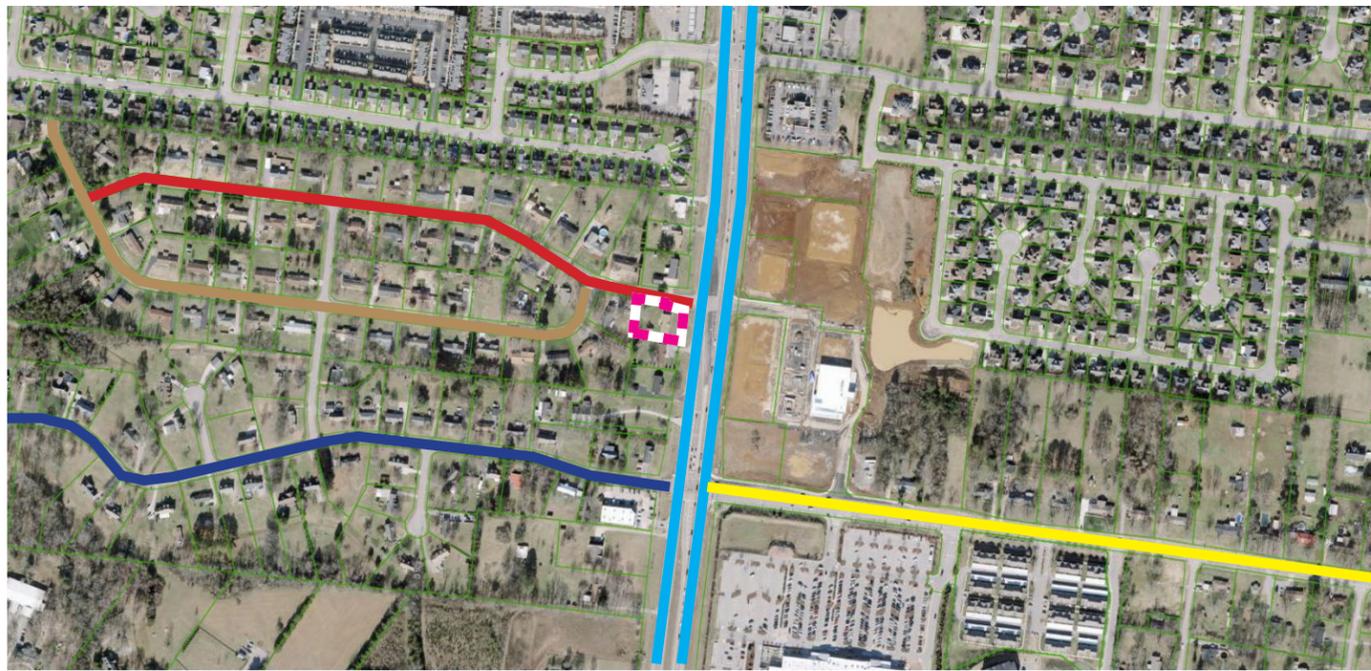
*P.O. Box 669
 McMinnville, Tennessee 37111*

Company Name: W. Michael Stewart Architect
 Profession: Architect
 Attn: Chris Alexander
 Phone: (615)-767-4884
 Email: wca8563@gmail.com
 Web:

*540 Grove Isle Circle 103
 Vero Beach, Florida 32962*

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 SUBDIVISION MAP & MAJOR THOROUGHFARE PLAN 04
 UTILITY MAP & HYDROLOGY AND TOPOGRAPHY 05
 ON-SITE & OFF-SITE PHOTOGRAPHY 06
 CONCEPTUAL SITE AND LANDSCAPE PLAN 07
 DEVELOPMENT STANDARDS 08
 ARCHITECTURAL CHARACTERISTICS 09-11
 INGRESS AND EGRESS 12
 LANDSCAPE CHARACTERISTICS 13

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AERIAL PHOTOGRAPH

Not To Scale

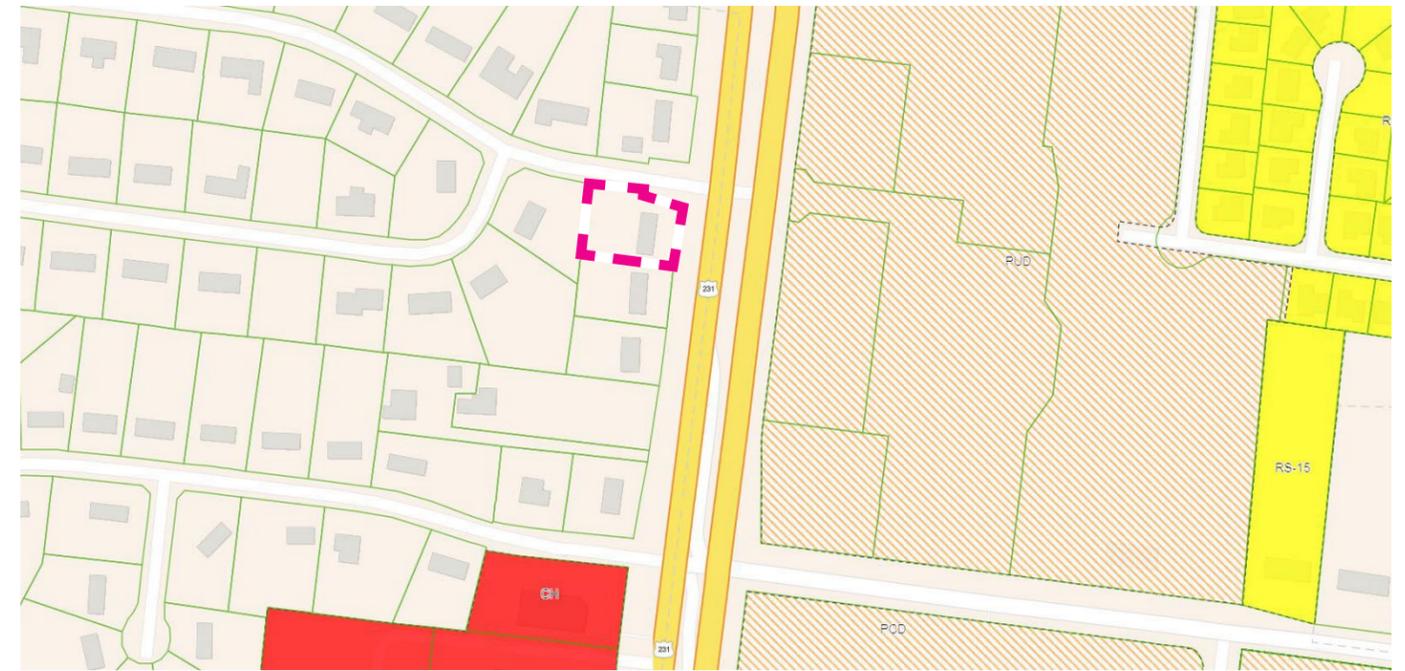
- Highway 231/Shelbyville Pike
- Lynnford Drive
- Joe B Jackson Parkway
- Amherst Drive
- Highfield Drive



Site Boundary

Investment Partners, LLC respectfully requests annexation and rezoning of the Willard Property at 3400 South Church Street from Medium Density Residential - RM (Rutherford County) to Planned Commercial Development (PCD) City of Murfreesboro to create South Church Corner. The property is located along the western side of Highway 231/Shelbyville Pike and south of Highfield Drive. The site is identified as Parcel 3.00 of Tax Map 125 O and is approximately 0.54 acres.

The development will consist of one single-story commercial building and associated parking areas. The building facade shall be constructed primarily of brick and stone. Development signage will be located along Highway 231/Shelbyville Pike and shall be constructed with materials consistent with the proposed architecture and shall be anchored by landscaping. A 15-ft wide Type 'D' Landscape Buffer shall be provided along the western property line to mitigate any impacts this development may have on the neighboring residential properties to the west of the development.



ZONING MAP

Not To Scale

- RS-8 Residential Single-Family (RS-8)
- RM Medium Density Residential (RM) Rutherford County
- RS-15 Residential Single-Family (RS-15)
- CH Commercial Highway (CH)
- PUD Planned Unit Development (PUD)
- PCD Planned Residential Development (PRD)



Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the north, west, and south is zoned Medium Density Residential in Rutherford County (RM). The land to the east across Highway 231/South Church Street is zoned Planned Unit Development. While the immediate lands surrounding the site are residential, the large majority of properties which abut Highway 231/Shelbyville Pike are of commercial use. Of special note, the property to the south is a residence and a commercial business that operates under a Conditional Use Permit with Rutherford County.

2035 LAND USE PLAN



The current 2035 Land Use Plan proposes this area as Suburban Residential Character (SUR). This character classification includes larger estate lots or clusters of homes around common open space. The proposed land use, (PCD), differs from the current Land Use Plan recommendations, however, the proposed plan works to complement and expand the existing commercial corridor along Highway 231.

The proposed update to the Land Use Plan Map is calling for this property to be designated Neighborhood Commercial and this proposed land use PCD is consistent with the forthcoming Land Use Plan update.

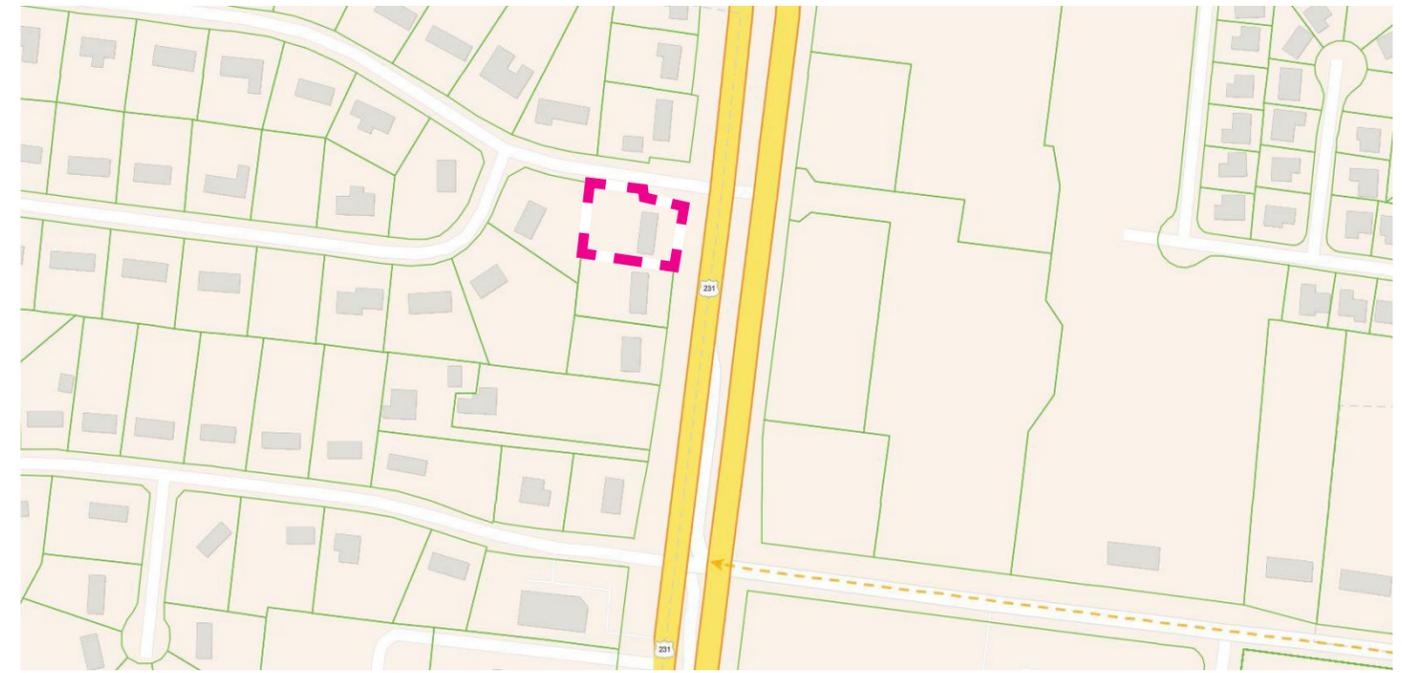


SUBDIVISION MAP

Not To Scale

Palmer Acres	Wattson	Aldi's
Lynnford Oaks	Marketplace and Villages at Savannah Ridge	Walmart
Villages at Savannah	Liquor Planet	Site Boundary

South Church Corner is surrounded by a mixture of residential subdivisions and commercial properties. Palmer Acres is a residential development to the north and west consisting of one story single family detached homes without garages. The exterior elevations consist of primarily vinyl siding or brick along all elevations. There is one primary point of ingress/egress to the development from Highway 231/Shelbyville Pike with a secondary point of ingress/egress to Lynnford Oaks to the south. Lynnford Oaks is a residential development to the south consisting of one story single family detached homes without garages. The exterior elevations consist of primarily vinyl siding or brick along all elevations. There is one primary point of ingress/egress to the development from Highway 231/Shelbyville Pike with a secondary point of ingress/egress to Palmer Acres to the north. East of the development is The Marketplace and Villages at Savannah Ridge, a Planned Unit Development consisting of undeveloped lots and a recently finished Aldi's Grocery Store on the north side of Joe B Jackson Parkway.



MAJOR THOROUGHFARE PLAN

Not To Scale

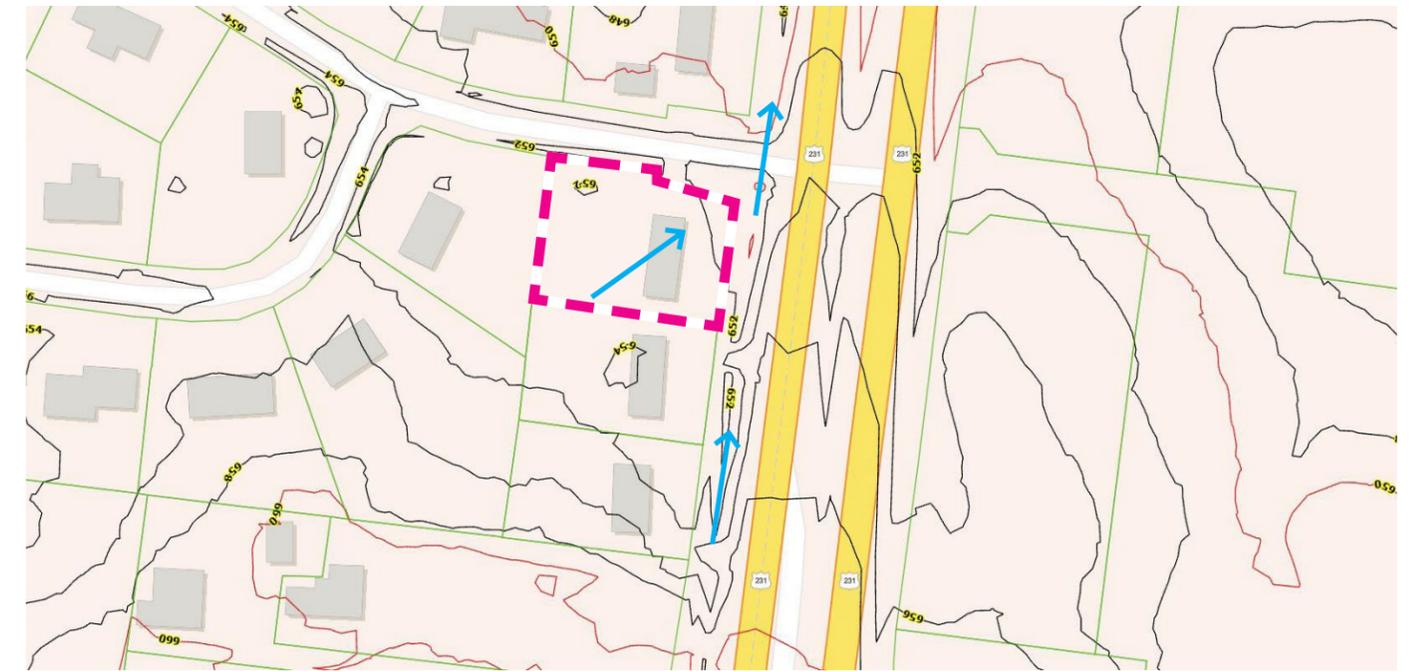
3 LANE ROADWAY	Site Boundary
----------------	---------------

The property has/will have access to the existing public R.O.W.s of Highway 231/Shelbyville Pike and Highfield Drive. The proposed development shall access Highfield Drive only, through a single entrance. The entrance to Highfield Drive is proposed to have one lane for traffic entering and one lane for traffic exiting the site. The Highfield Drive/Highway 231 intersection is slated to be improved to a signalized intersection with the proposed PUD to the east and this development. No roadways directly impacted by this development are on the Murfreesboro Major Thoroughfare Plan.



UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



Water service will be provided by the Consolidated Utility District. There is an existing water line along Shelbyville Pike / Highway 231 for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing private forcemain to the north within the R.O.W. of Shelbyville Pike / Highway 231. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. The development will utilize a grinder pump or other system for proper sanitary sewer service.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Highway 231/Shelbyville Pike. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at the south western corner of the property. From this high point, the property drains towards the northeast and into the existing stormwater drainage ditch along Highway 231, Shelbyville Pike. Water that drains from this site ultimately ends up in the Middle Fork of the Stones River to the northeast.

No portions of this property are within a floodway or floodplain per FEMA Flood Panel 47149C0270H eff. 1/4/2007.



-  Highway 231/Shelbyville Pike
-  Highfield Drive
-  Amherst Drive

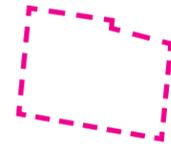
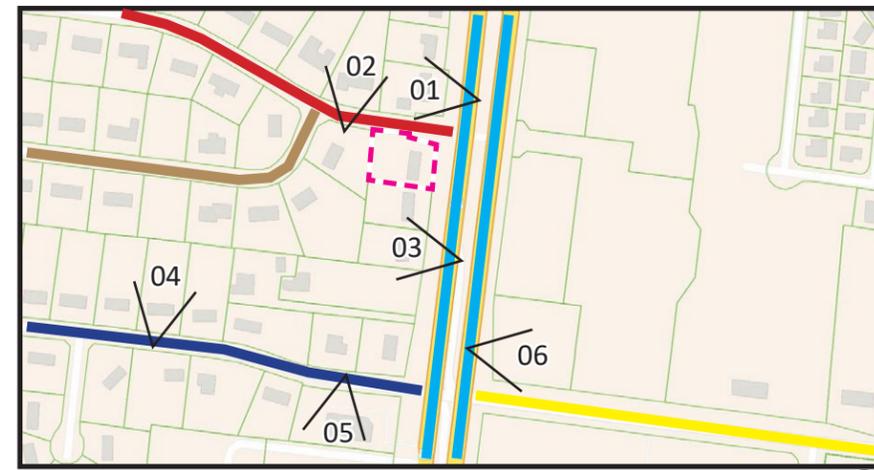


PHOTO DIRECTION MAP

Not To Scale 

Site Boundary



-  Highway 231/Shelbyville Pike
-  Joe B Jackson Parkway
-  Highfield Drive
-  Lynnford Drive
-  Amherst Drive

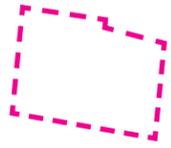
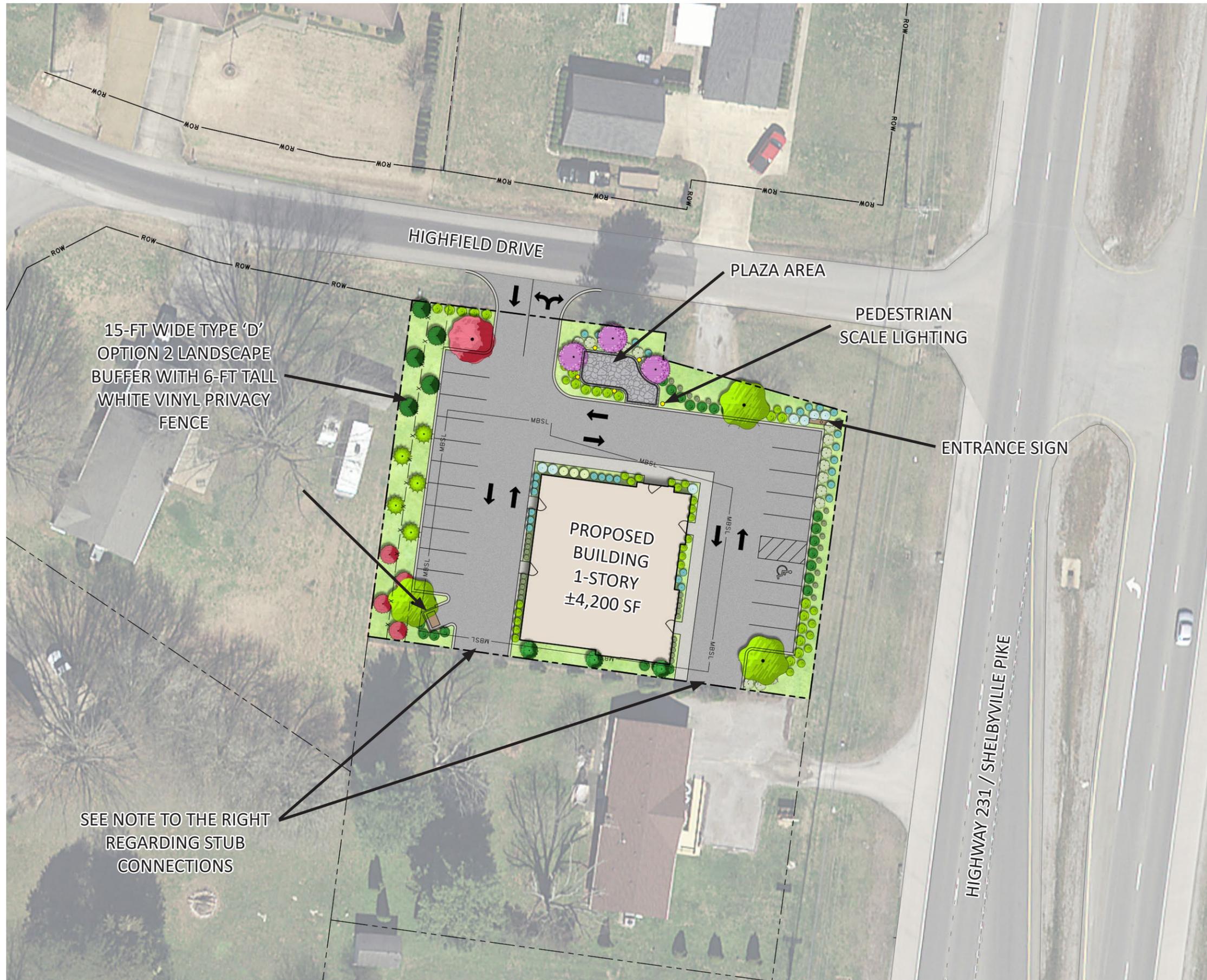


PHOTO DIRECTION MAP

Not To Scale 

Site Boundary





Site Data:

Total Land Area:	±0.54 Acres
Minimum Open Space Required:	±0.11 Acres (20%)
Total Open Space Provided:	±0.11 Acres (20%)
Minimum Formal Open Space Required:	±706 Sq.Ft. (3%)
Total Formal Open Space Provided:	±706 Sq.Ft. (3%)
Stormwater (Detention):	±0.05 Acres (9%)

Parking Requirements:

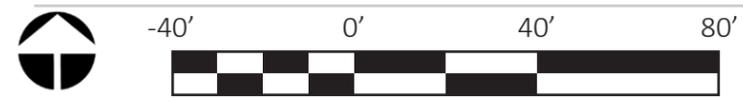
Building Area:	4,200 SF
Required Parking (1 Space/225 SF) =	19 Spaces
Provided Parking =	19 Spaces (+1 HC)

- Proposed Building
- Open Space
- Roadway
- Sidewalk

Stub Connections

The applicant will provide cross connectivity to the south when the property to the south is redeveloped. The driveway stubs shall be constructed up to the southern property line with site plans for this development. Furthermore, an access easement will be recorded when the property to the south is redeveloped, and both property owners enter into a mutually agreed upon maintenance and cross access easement agreement for any shared access points.

SEE NOTE TO THE RIGHT REGARDING STUB CONNECTIONS



SEC Project #22012 Murfreesboro, Tennessee

Development Standards:

- All parking will be located at least 5-feet from public right-of-ways and adjacent property lines.
- All parking areas shall be screened from public R.O.W. via landscaping and/or berms.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall with opaque gates, and shall be enhanced with landscaping.
- All service areas shall be screened from R.O.W.s and adjacent properties.
- Monument signage shall be placed along Highway 231/Shelbyville Pike. Example locations are provided on the concept plan but may vary in exact location.
- Development signage shall comply with the Murfreesboro Sign Ordinance.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground.
- On-site lighting will comply with the City of Murfreesboro standards to prevent light pollution.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking will have curbing.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of the lot.
- Open space furniture and improvements shall be tenant driven.
- Pedestrian scale lighting shall be provided within the formal open.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Mail service will be provided via CBU's
- Outdoor Storage is prohibited, including garden and lawn supplies.
- Outdoor speakers for patios are permitted, but they can't be amplified and shall only be for background ambiance.

Allowable Uses:

The immediate end user for South Church Corner, at this time, is currently unknown. The allowable uses outlined on this page are reflected within the Commercial Highway (CH) district as per the August 18th, 2022 Murfreesboro Zoning Ordinance. South Church Corner will allow the following uses listed above.

PERMITTED USES	
COMMERCIAL	
Animal Grooming Facility	X
Antique Shop <3,000 Sq.Ft.	X
Art or Photo Studio or Gallery	X
Bakery, Retail	X
Bank or Credit Union, Branch Office or Main Office	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business and Communication Services	X
Catering Establishment	X
Clothing Store	X
Coffee, Food, or Beverage Kiosk	X
Convenience Sales and Service, Max. 5,000 Sq.Ft. Floor Area	X
Dentist	X
Discount Store	X
Dry Cleaning	X
Financial Service	X
Flower or Plant Store	X
Health Club	X
Interior Decorator	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X
Medical Office of Clinic	X
Medical Services	X
Offices	X
Optical Dispensaries	X
Personal Service Establishment	X
Pet Shops	X
Pharmacies, Apothecaries	X
Reducing and Weight Control Service	X
Restaurant and Carry-Out Option	X
Restaurant, Specialty	X
Restaurant, Specialty - Limited	X
Retail Shop, Other Than Enumerated Elsewhere	X
Specialty Shop	X
Urgent Care Clinics	X
Veterinary Office	X
Veterinary Clinic	X
NOTES	
X = PERMITTED	

Prohibited Uses:

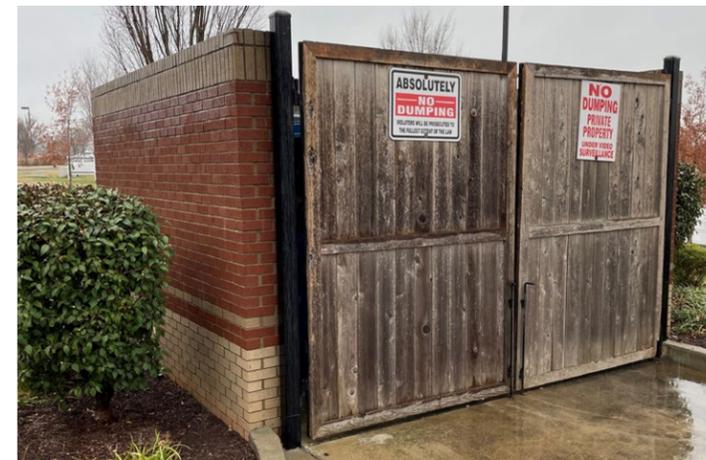
- Primary Pain Clinic
- Primary Drug & Alcohol Rehab Centers
- Vape/Cigarette Shop



EXAMPLE OF DEVELOPMENT SIGNAGE



EXAMPLE OF PEDESTRIAN SCALE LIGHTING



EXAMPLE OF TRASH ENCLOSURE



EXAMPLE OF WHITE VINYL PRIVACY FENCE

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings shall be one-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials.
- All buildings shall comply with Murfreesboro Design Guidelines standards.



Example of Brick
(different colors will be allowed)



Example of Stone Veneer
(different colors, cuts, patterns will be allowed)

Building Materials:

Front Elevations: Masonry materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Side Elevations: Masonry materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Rear Elevations: Masonry materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)

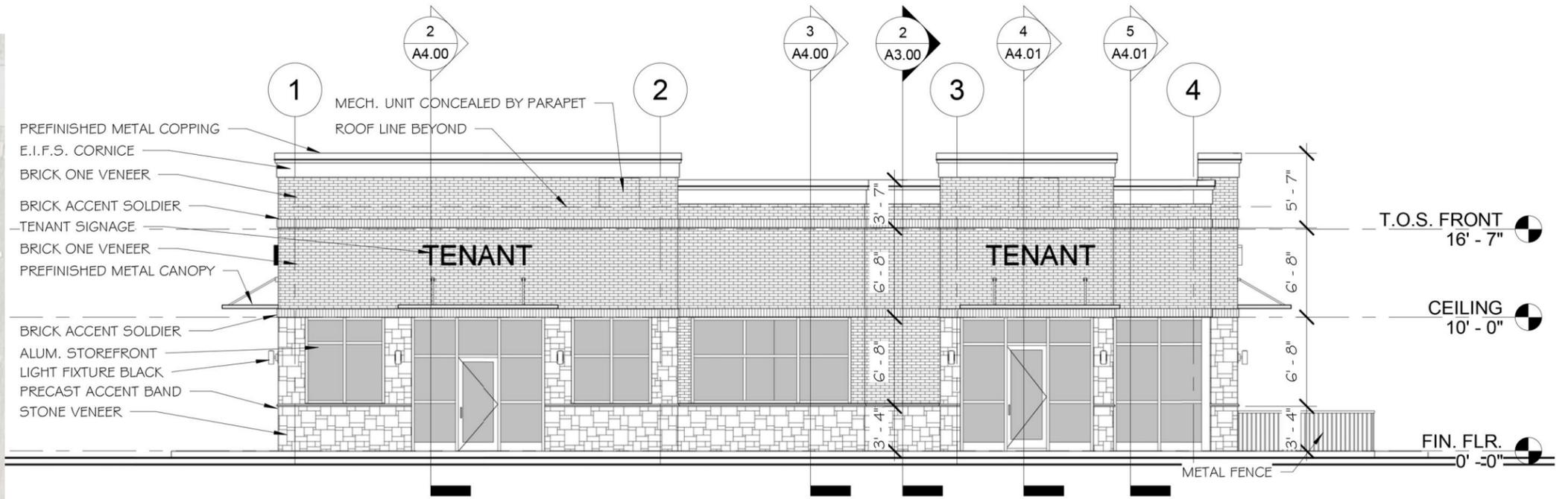


Site Setbacks
Front Setback: 42-feet
Side Setback: 5-feet
Rear Setback: 20-feet

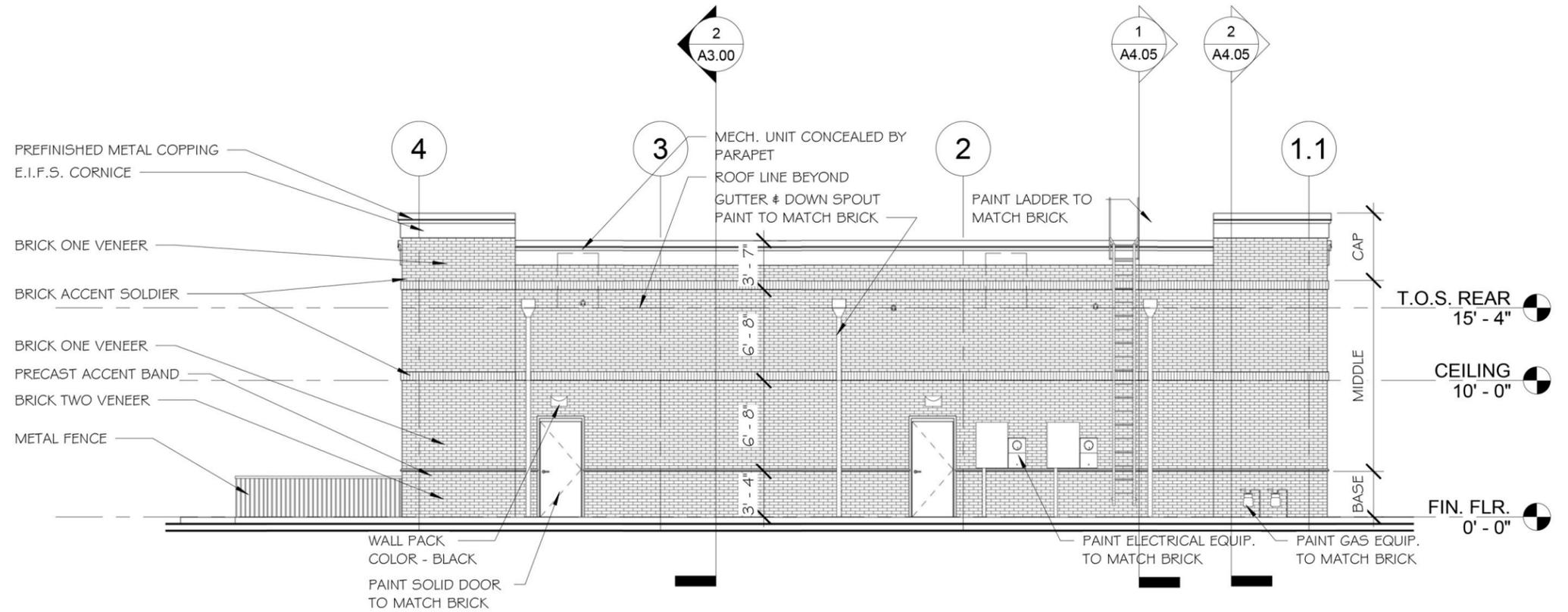


EXAMPLE OF PROPOSED ARCHITECTURE

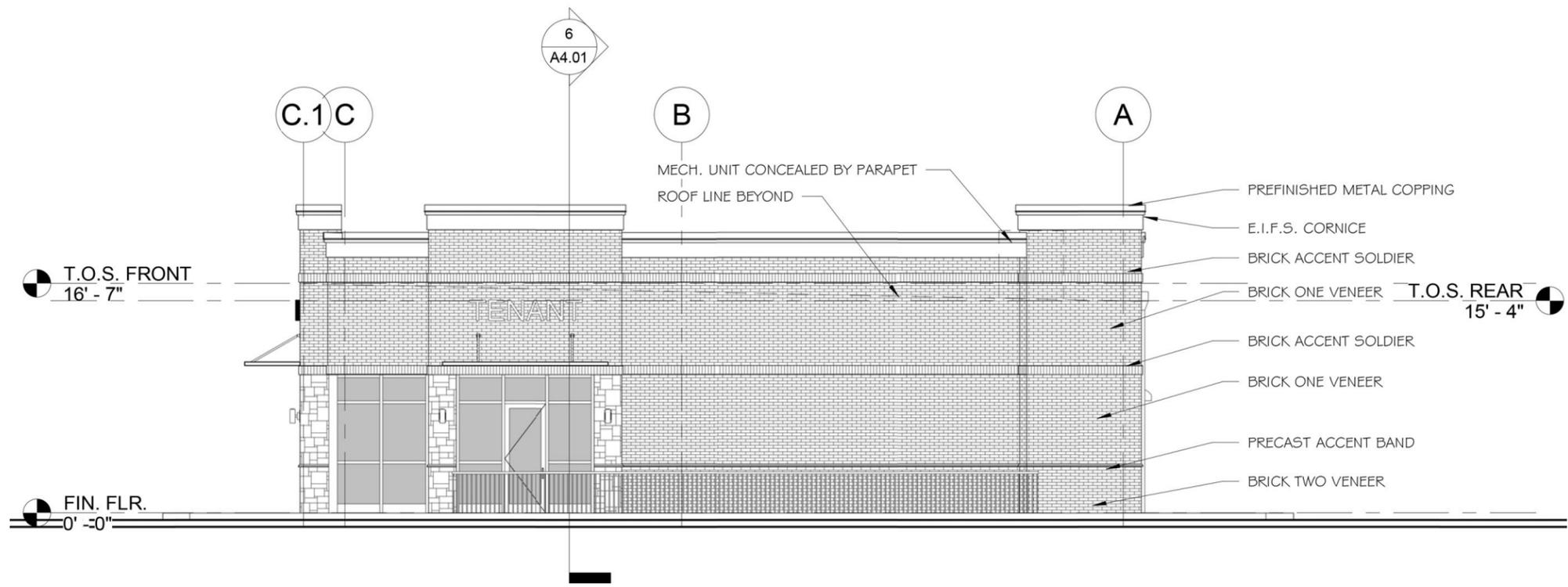
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



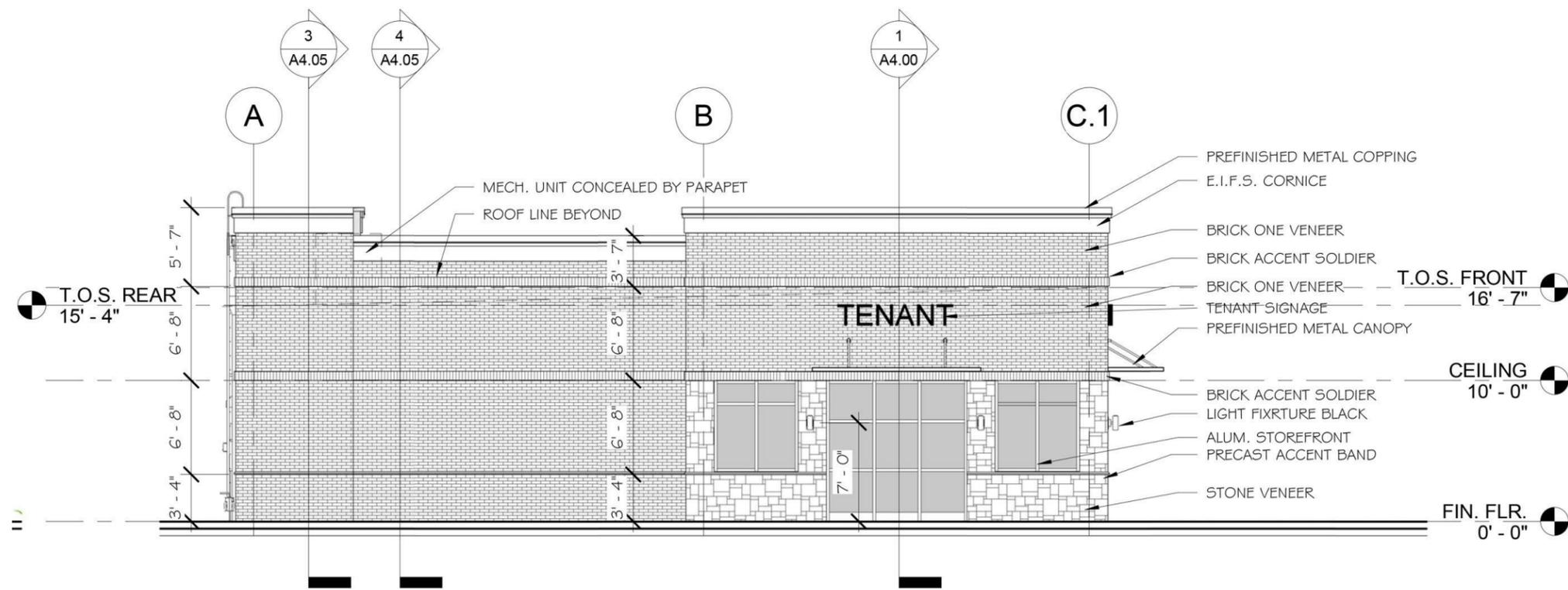
1 EAST ELEVATION



4 WEST ELEVATION



2 NORTH ELEVATION



3 SOUTH ELEVATION



*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.

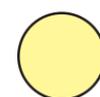
Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways surrounding this development are slated for improvements. Highway 231/Shelbyville Pike is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a four-lane cross-section with a green median.

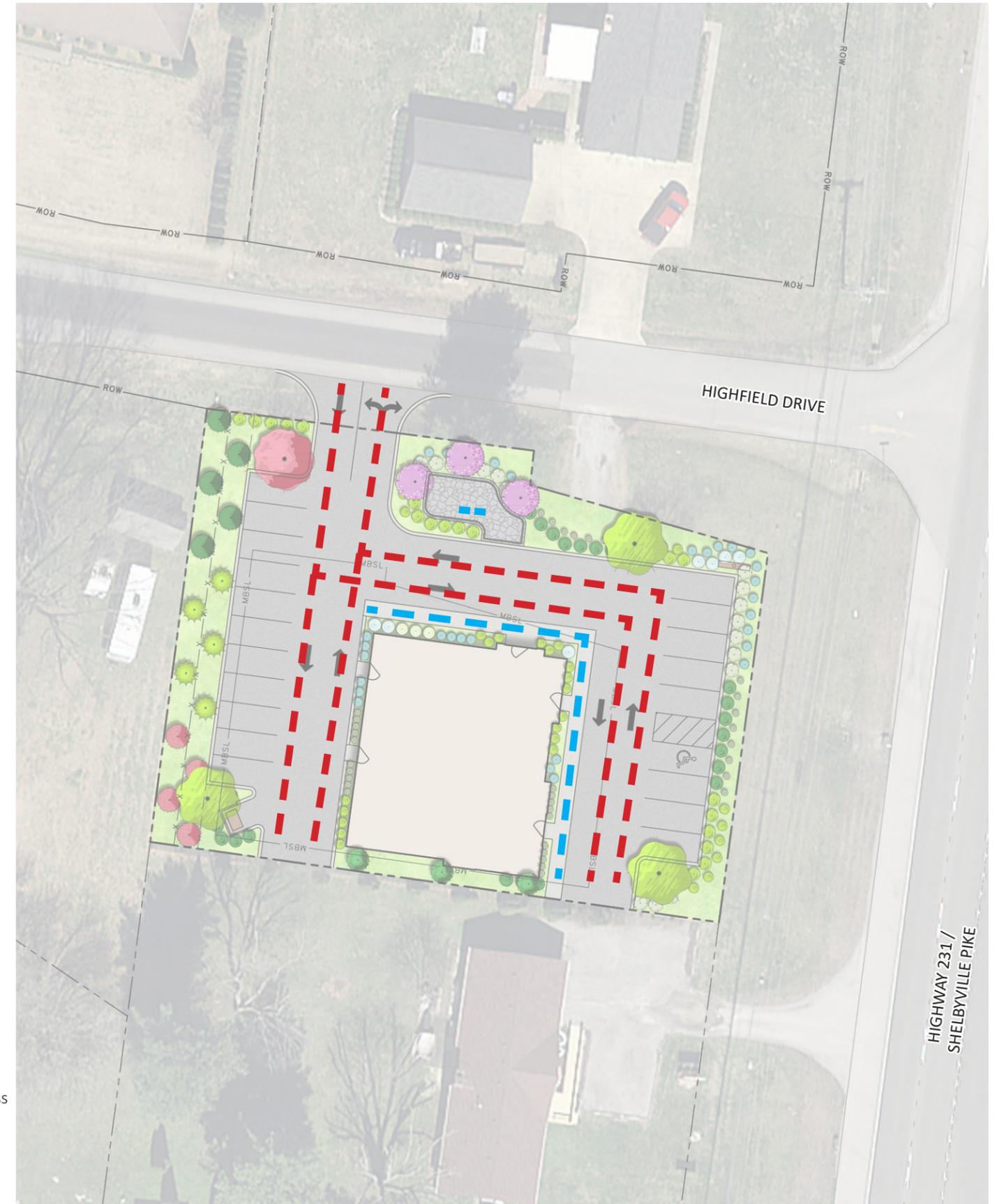
The entrance off Highfield Drive shall incorporate two travel lanes for traffic entering and exiting the development. There are also two access driveway stubs to the property to the south. The applicant will provide cross connectivity to the south when the property to the south is redeveloped. The driveway stubs shall be constructed up to the southern property line with site plans for this development. Furthermore, an access easement will be recorded when the property to the south is redeveloped, and both property owners enter into a mutually agreed upon maintenance and cross access easement agreement for any shared access points.

The illustration below shows the location of the proposed point of ingress/egress for the development. The illustration to the right shows the proposed paths for vehicular and pedestrian circulation.

-  Vehicular Circulation
-  Pedestrian Circulation



-  Potential Point of Future Ingress/Egress
-  Proposed Point of Ingress/Egress





— 15-ft Wide Type 'D' Option 2 Landscape Buffer

— Formal Open Space Plantings



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the business and their patrons, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined.

Landscaping Characteristics:

- A minimum 5-feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- A Type 'D' Option 2 Landscape Buffer with white vinyl privacy fence and a single row of staggered 6-ft tall evergreen trees planted 10-feet on center shall be installed along the western boundary with residential lots.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- Solid waste enclosures will be screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of building will have at least 3-foot wide landscape strip unless abutting a required landscape buffer or drive-thru window.
- Landscaping will be in conformance with the City of Murfreesboro's landscape ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro Landscaping Ordinance.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of the lot.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits given on Pages 3-6 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 7-8 provide exhibits and standards that provides the required materials.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 7 & 13 provide exhibits and standards that provides the required materials.

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

(AA): The approximate date when construction of the project can be expected to begin.

(BB): The order in which the phases of the project will be built.

(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage

(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM (Rutherford County). The surrounding area has a mixture of residential, agricultural, and commercial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complement existing and future development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: The applicant is requesting the following exceptions with this PCD.

SETBACKS	CH	PCD	DIFFERENCE
Front Setback	42.0'	42.0'	0.0'
Side Setback	10.0' (0.0')	5.0'	-5.0' (+5.0')
Rear Setback	20.0'	20.0'	0.0'
Minimum Lot Size	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PCD.

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	23,551 s.f.
TOTAL MAXIMUM FLOOR AREA	4,200 s.f.
TOTAL LOT AREA	23,551 s.f.
TOTAL BUILDING COVERAGE	4,200 s.f.
TOTAL DRIVE/ PARKING AREA	9,593 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	13,958 s.f.
TOTAL OPEN SPACE	4,791 s.f.
FLOOR AREA RATIO (F.A.R.)	0.18
LIVABILITY SPACE RATIO (L.S.R.)	0.41
OPEN SPACE RATIO (O.S.R.)	0.82

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0270H eff. 1/4/2007.

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 12 discusses the Major Thoroughfare Plan.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Investment Partners, LLC contact info for both is provided on cover.

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

Response: Pages 9-11 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 8.

Land Use Parameters and Building Setbacks			
Zoning (Most Relevant vs Proposed)	CH (Most Relevant)	Proposed PCD	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Setback Requirements			
Minimum Front Setback	42'	42'	0.0'
Minimum Side Setback	10' (Except Zero Feet when adjacent to commercial)	5'	-5.0' (+5.0')
Minimum Rear Setback	20'	20'	0.0'
Land Use Intensity Ratios			
MAX FAR	None	None	NA
Minimum Livable Space Ratio	None	None	NA
Minimum Open Space Requirement	20%	20%	0.0%
Minimum Formal Open Space Requirement	3%	3%	0%
Max Height	75'	35'	-40'
Parking Ratios (See Page 7 for Parking Calculations)	<u>All Other Uses:</u> Per Chart 4 of the 2022 Zoning Ordinance	Parking shall abide by Chart 4 of the 2022 Zoning Ordinance	

PCD Exceptions Request Summary:

- Requesting an exception to the required 15-ft wide Type 'D' Landscape buffer along the southern property line. The request is based on fact that the property to the south may be zoned Medium Density Residential (RM), it also has a Conditional Use Permit from Rutherford County, that allows it to be used for commercial purposes. Since the neighboring property has that permit and is currently being used as a commercial establishment, the Type 'D' Buffer is not necessary, as this property line would be dividing two properties with commercial uses, if this PCD is approved.
- Requesting an exception to the 10-ft side setback to be reduced to 5-ft along the southern property line. The request is in conjunction with the first exception (see above) in that the property to the south is a commercial use. The proposed PCD is being compared to Commercial Highway (CH) zoning, which allows for a 10-ft wide side setback along that property line when the adjacent property zoned residential. The CH zone also allows for the 10-ft side setback to be reduced to Zero feet (0-ft), if the adjacent property has commercial zoning or land use. As the property to the south is a residential property, functioning as a commercial property through the existing Conditional Use Permit with the County, the reduction request of 5-ft is in line with the side setback guidelines outlined in the Zoning Ordinance for a property similar to Commercial Highway (CH) zoning.

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Darren Gore, Assistant City Manager
Russell Gossett, Director of Solid Waste

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Approve minutes of the December 7, 2022, and December 14, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the December 7, 2022 and December 14, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

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

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2022-428] for approximately 0.54 acres located along South Church Street and Highfield Drive to be zoned PCD (South Church Street Corner PCD) simultaneous with annexation, Salem Investment Partners 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.

Mr. Matt Taylor (design engineer) and Mr. Steven Dotson (developer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

The Planning Commission discussed the options for the applicant to provide connectivity to the adjoining lot to the south.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Annexation petition and plan of services [2022-508] for approximately 22.3 acres located along Butler Drive, City of Murfreesboro Administration Department 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.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

ORDINANCE 23-OZ-03 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 0.54 acres along South Church Street and Highfield Drive as Planned Commercial Development (PCD) District (South Church Street Corner PCD) simultaneous with annexation; Salem Investment Partners, applicant [2022-428].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Commercial Development (PCD) 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:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

CH

Ordinance 23-OZ-03



RS-A1

MEIGS DR

City Limits

SOUTH CHURCH STREET

PUD

PUD

HIGHFIELD DR

AMHERST DR

**Area Zoned PCD
Simultaneous with Annexation**

City Limits



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

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

Department: Planning

Presented By: Marina Rush, Principal Planner

Requested Council Action:

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

Summary

Annexation and zoning of approximately 22.32 acres located along the west side of Butler Drive north of Joe B Jackson Parkway.

Staff Recommendation

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

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

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

Background Information

City Administration initiated a petition of annexation [2022-508] for approximately 22.32 acres located along Butler Drive. The City developed its plan of services for this area. Additionally, Administration presented to the City a zoning application [2022-429] for the same 22.32 acres to be zoned H-I (Heavy Industrial District) simultaneous with annexation. During its regular meeting on January 11, 2023, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Expand Infrastructure

This rezoning will allow for the future development of City facilities, potentially including a materials management and processing facility, salt/brine storage, outdoor vehicle and equipment storage, and an employee building with offices and restrooms.

Establish Strong City Brand

This rezoning will enable the City to expand its municipal facilities, helping to ensure that it will continue to be able to provide a high level of services to its citizens.

Attachments:

1. Resolution 23-R-PS-04
2. Resolution 23-R-A-04
3. Ordinance 23-OZ-04
4. Maps of the area
5. Planning Commission staff comments from the 01/11/2023 meeting
6. Planning Commission minutes from 01/11/2023 meeting
7. Plan of services
8. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 11, 2023
PROJECT PLANNER: MARINA RUSH**

4.d. Annexation petition and plan of services [2022-508] for approximately 22.32 acres located along Butler Drive, City of Murfreesboro Administration Department applicant.

The property owner, the City of Murfreesboro, is requesting to annex this property into the City of Murfreesboro. The subject property is 22.32 acres, located along the west side of Butler Drive and north of Joe B Jackson Parkway, and is currently vacant land. No right-of-way (ROW) is included in this annexation request because Butler Drive is in the City limits. There are no residential structures currently located on the property. Simultaneous with this application is a request to zone the property to Heavy Industrial (H-I).

The study area is located within the City of Murreesboro's Urban Growth Boundary and is contiguous to the City limits along the west property line and along the east property line at the Butler Drive ROW. The City is proposing an update to the Murfreesboro 2035 Comprehensive Plan, Chapter 4 Future Land Use Map and text. The update proposes a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area. Attached to this staff report are maps illustrating the annexation study area for the following:

- Tax Map 126, Parcel 46.00 (20 acres, also identified as 2120 Butler Drive)
- Tax Map 126, Parcel 46.01 (2.32 acres, also identified as 2124 Butler Drive)

A Neighborhood Informational meeting to discuss both the annexation and zoning of the subject property will be held on January 9, 2023, at 5:30 PM at the City of Murfreesboro Fire Station #2, located at Runnymede Drive.

Staff has prepared a plan of services (POS) for the proposed annexation, which provides detailed information regarding each of the City services. It is attached to this staff report for reference. The annexation study demonstrates that City services can be provided to the subject property.

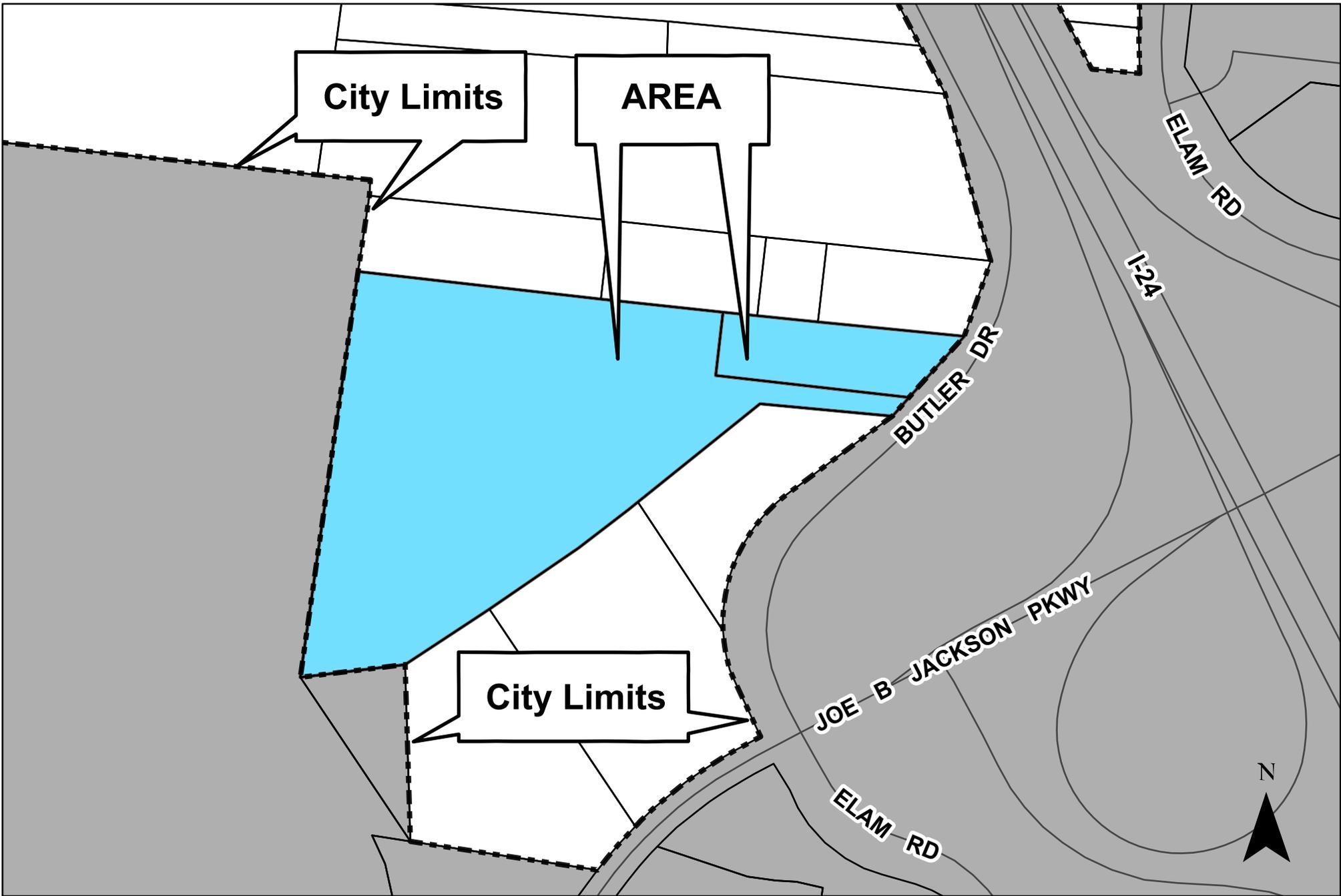
Staff Recommendations:

Staff recommends approval of the annexation based on the following reasons:

- a. Study area is contiguous with the existing City limits and is within the Murfreesboro Urban Growth Boundary.
- b. Study area is in the Service Infill area of the proposed update to the 2035 Comprehensive Plan Land Use Map.
- c. City services can be provided to the subject property upon annexation.
- d. Simultaneous with this application is a request to zone the property to H-I, and City services can be provided to the subject property for future development.

Action Needed:

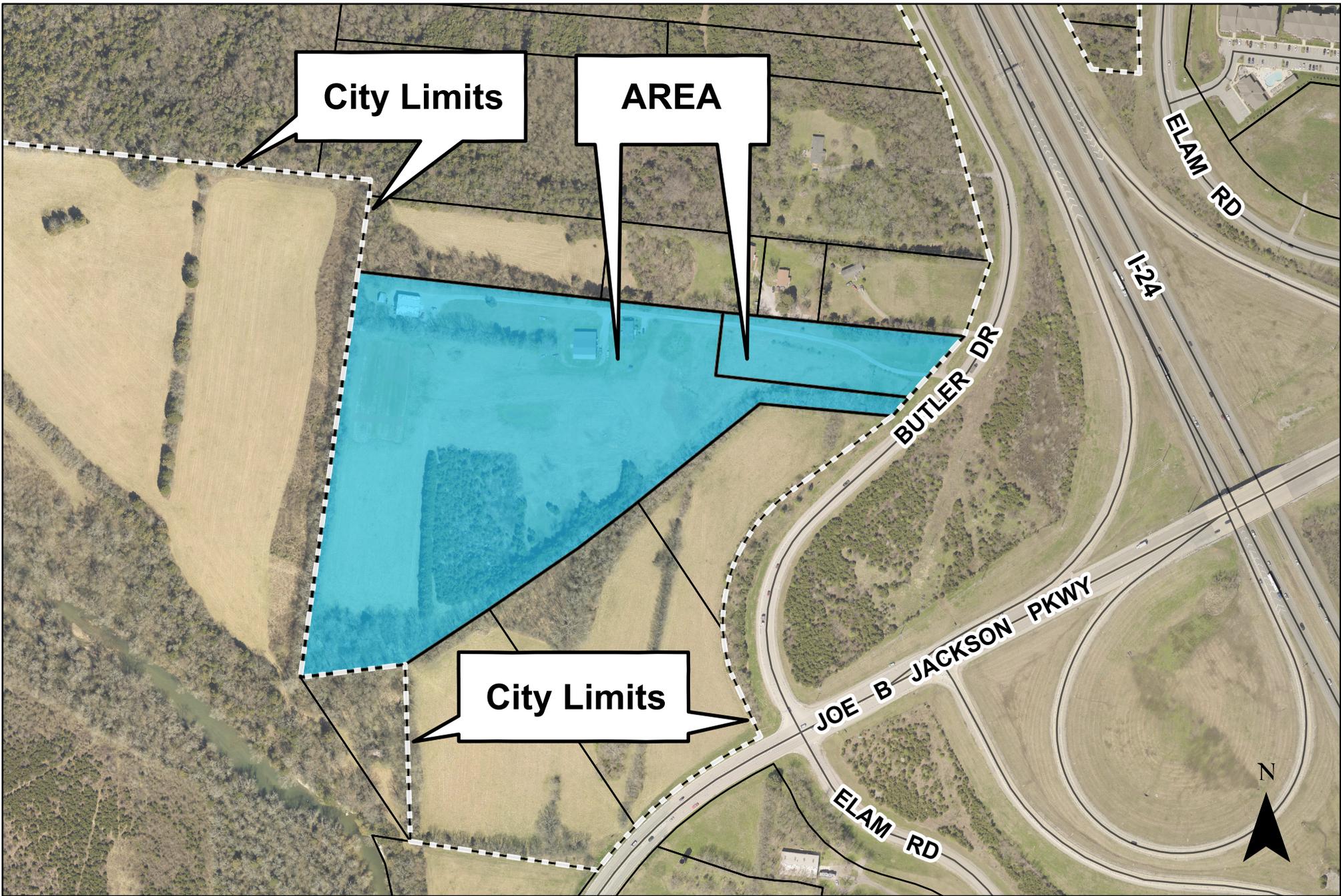
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council.



Annexation request for property along Butler Drive



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



Annexation request for property along Butler Drive



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

2120 Butler Drive (Tax Map 126, Parcel
2124 Butler Drive (Tax Map 126, Parcel 04600)
WRITTEN CONSENT
TO ANNEXATION BY THE CITY OF MURFREESBORO Parcel 04601

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby consent(s) to the annexation of such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. City of Murfreesboro (Craig Tindall)
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: City Manager Date: _____

111 W. Vine St.; Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: Yes
Power of Attorney applies and is attached: Yes No

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Darren Gore, Assistant City Manager
Russell Gossett, Director of Solid Waste

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Approve minutes of the December 7, 2022, and December 14, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the December 7, 2022 and December 14, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

The Planning Commission discussed the options for the applicant to provide connectivity to the adjoining lot to the south.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Annexation petition and plan of services [2022-508] for approximately 22.3 acres located along Butler Drive, City of Murfreesboro Administration Department 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.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

There being no further discussion, Mr. Shawn Wright moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2022-429] for approximately 22.3 acres located along Butler Drive to be zoned H-I simultaneous with annexation, City of Murfreesboro Administration Department 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.

Mr. Darren Gore, Assistant City Manager, gave a PowerPoint presentation for the proposal.

Vice-Chairman Ken Halliburton opened the public hearing.

- 1. Ms. Amy Acla, 3010 Wentworth Court** – voiced her concerns with possible odors and how that would be addressed.
- 2. Ms. Lynn Buchanan, 3342 Mossey Lane** – voiced her concerns with possible odors; and the traffic pattern with trucks connecting with Joe B Jackson Parkway.

Vice-Chairman Ken Halliburton closed the public hearing.

Mr. Darren Gore addressed the traffic and odor concerns.

RESOLUTION 23-R-PS-04 to adopt a Plan of Services for approximately 22.3 acres located along Butler Drive, City of Murfreesboro Administration department, applicant [2022-508].

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

WHEREAS, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on January 11, 2023 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on March 2, 2023, pursuant to a Resolution passed and adopted by the City Council on January 19, 2023, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on February 14, 2023; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 23-R-A-04**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

Resolution 23-R-PS-04

City Limits

Area to be annexed

City Limits

I-24

BUTLER DR

JOE B JACKSON PKWY

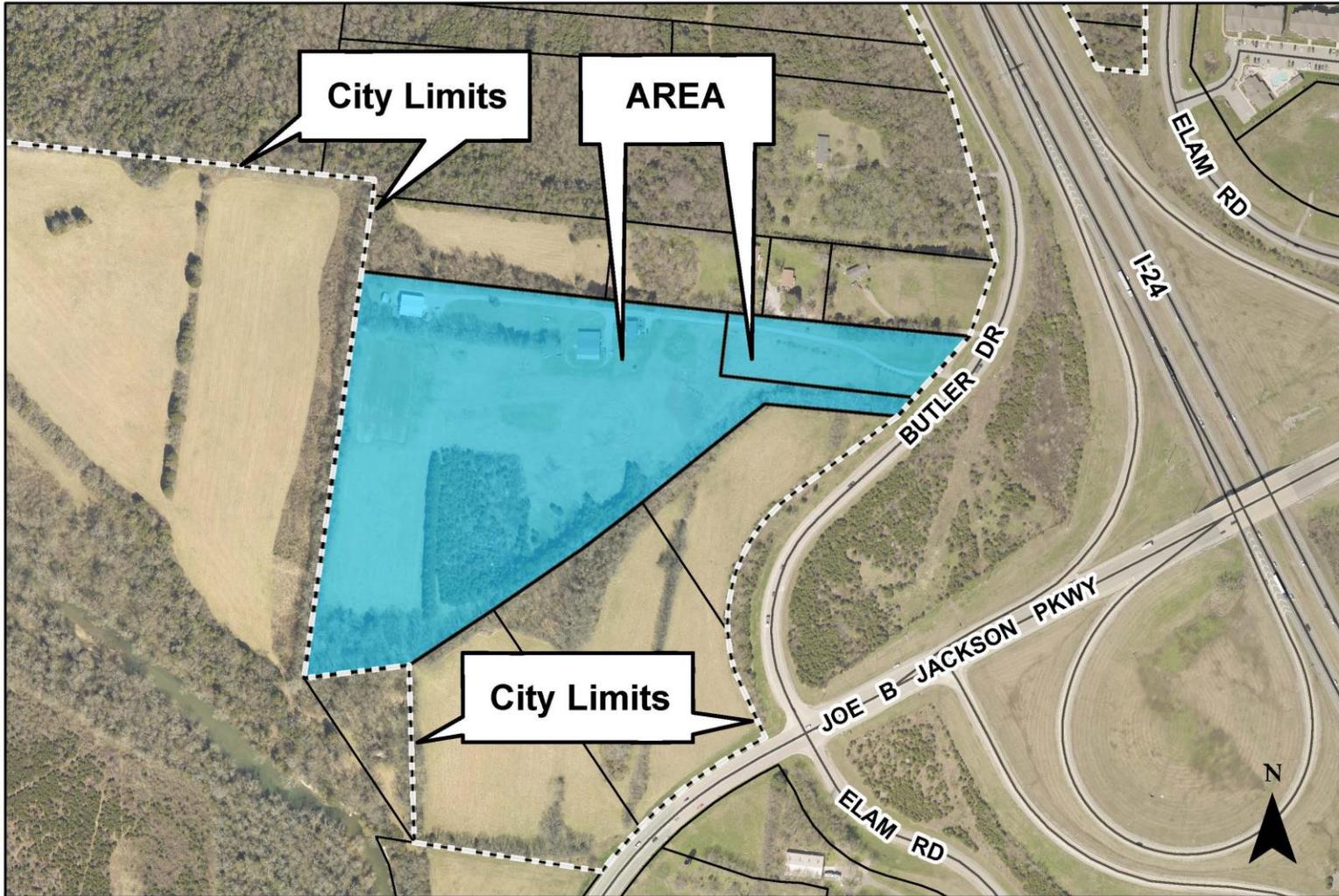
ELAM RD



**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG BUTLER DRIVE INCLUDING PLAN OF SERVICES
(FILE 2022-508)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – JANUARY 11, 2023**



Annexation request for property along Butler Drive



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

INTRODUCTION

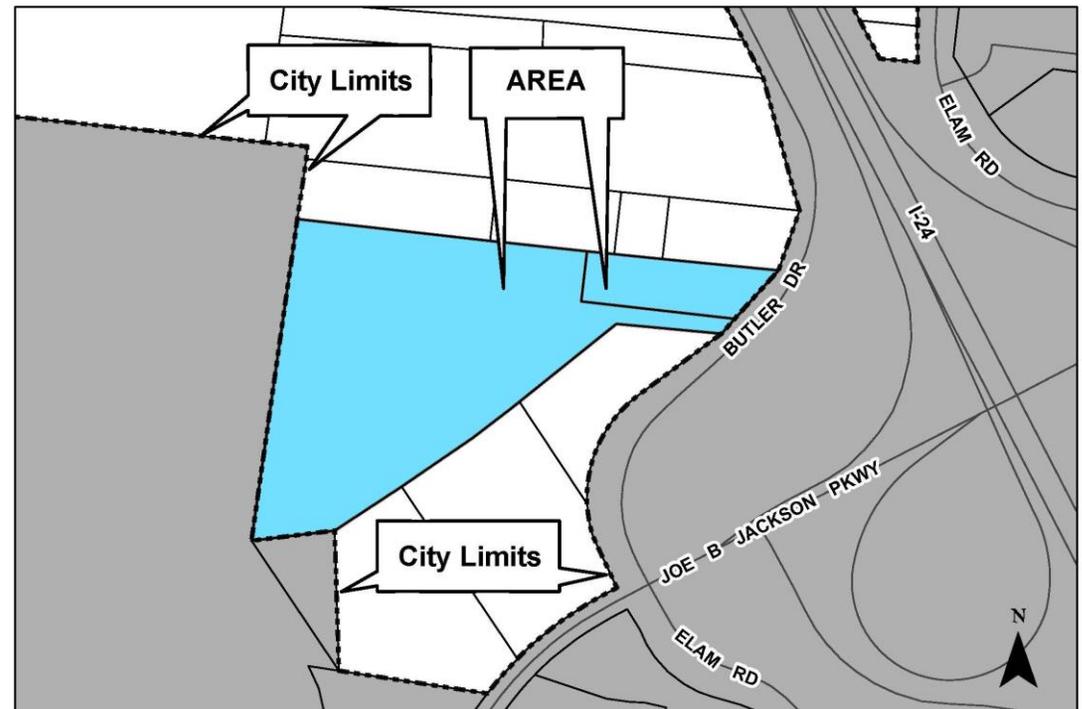
OVERVIEW

The property owner, the City of Murfreesboro, is requesting to annex this property into the City of Murfreesboro. The subject property is 22.32 acres, located along the west side of Butler Drive and north of Joe B Jackson Parkway, and is currently vacant land. No right-of-way (ROW) is included in this annexation request because Butler Drive is in the city limits. There are no residential structures currently located on the property.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the city limits along the west property line and along the east property line at the Butler Drive ROW. The City is proposing an update to the Murfreesboro 2035 Comprehensive Plan, Chapter 4 Future Land Use Map and text. The update proposes a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future city services. This annexation study area is located within the Service Infill area.

The study area includes the following properties:

- Tax Map 126, Parcel 46.00 (20 acres, also identified as 2120 Butler Drive)
- Tax Map 126, Parcel 46.01 (2.32 acres, also identified as 2124 Butler Drive)



Annexation request for property along Butler Drive

0 235 470 940 1,410 US Feet

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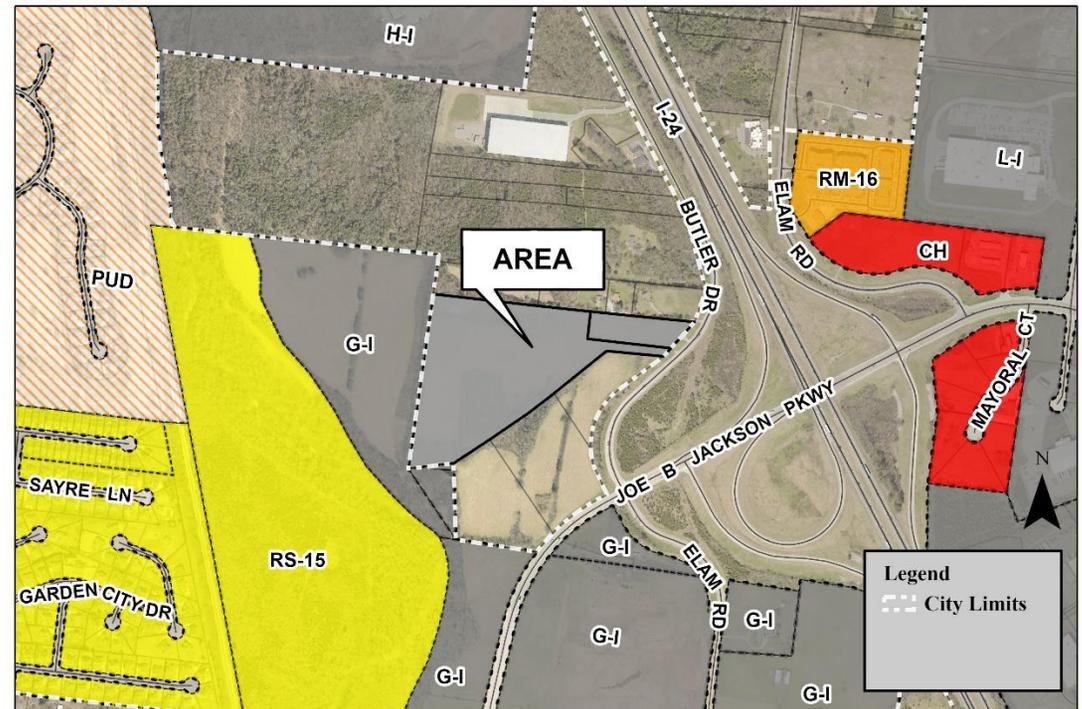
CITY ZONING

A separate application has been submitted by the City of Murfreesboro requesting H-I (Heavy Industrial) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Light Industrial (LI) in the County of Rutherford. The purpose of the requested H-I zoning is to allow for the future development of City facilities. These potentially could include a materials management and processing facility, salt/brine storage, outdoor vehicle and equipment storage, and an employee building with offices and restrooms.

The adjacent properties have a variety of zoning and existing land uses. To the east is the interstate, I-24. The properties directly to the north are in Rutherford County and zoned RM (Medium Density Residential). The properties further to the north of these are in the city limits and zoned H-I.

To the south of the study area, the contiguous properties are in Rutherford County and zoned Light Industrial. Further to the south of Joe B Jackson Parkway are properties zoned G-I (General Industrial).

The properties to the west are zoned G-I and RS-15 (Single Family Residential). Further west of the Stones River, the properties are single family residential (Indian Hills subdivision) and zoned PUD (Planned Unit District).



Annexation request for property along
Butler Drive

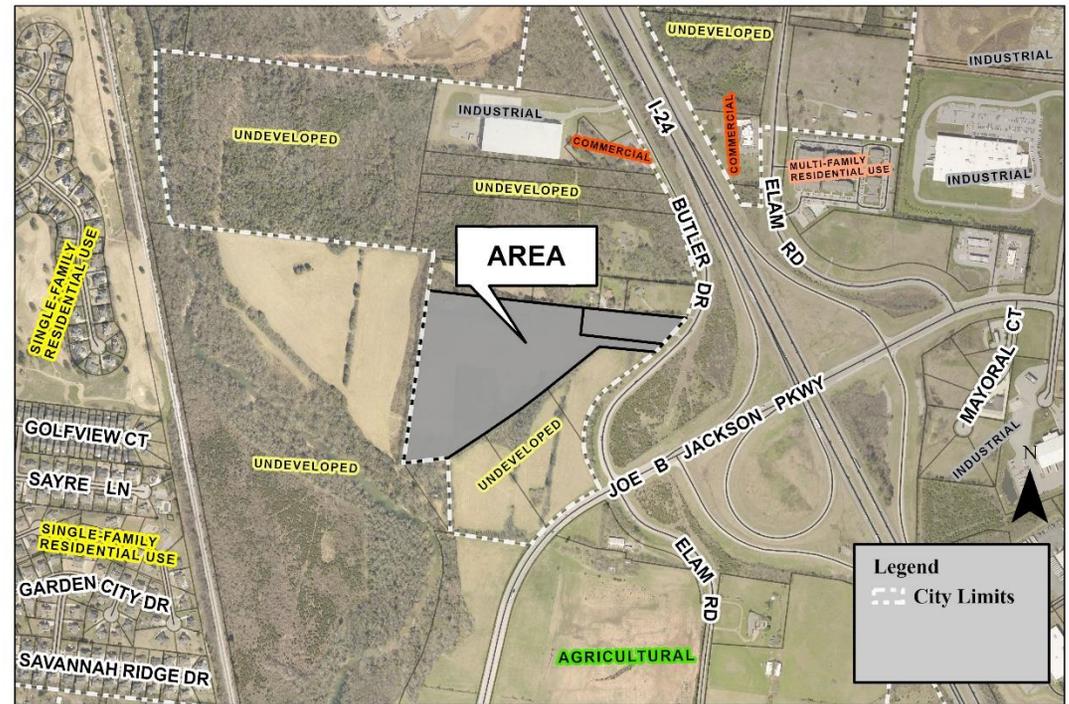


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111 West Vine St
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www.murfreesboro.tn.gov

PRESENT AND SURROUNDING LAND USE

The study area is currently vacant and prior residential structures located on the site have been removed. The adjacent properties have a variety of existing land uses. To the east is the interstate, I-24. The properties directly to the north are developed with single family residences, one is a child daycare center, and remaining are vacant lots. The properties further to the north of these are developed with a variety of heavy industrial uses.

To the south of the study area, the properties are currently vacant. The parcel located adjacent to the southbound on-ramp to I-24 has an approved site plan for a retail and fueling center (Buc-ee's). The properties to the west are vacant land and the Middle Fork of the Stones River. Further west of the Stones River, the properties are single family residential (Indian Hills subdivision).



Annexation request for property along
Butler Drive

0 0.05 0.1 0.2 0.3
Miles

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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2023 will be due on December 31, 2024. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes, which are not applicable for City owned property.

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

Owner of Record	Acres	Land Value	Improvements + Yard Item Value	Total Assessment	Estimated City Taxes
City of Murfreesboro	1.6	\$127,700	\$0.00	\$31,925	N/A
City of Murfreesboro	2.32	\$78,900	\$0.00	\$19,725	N/A

These figures are for the property in its current state and are subject to change upon development.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned H-I, it will have little impact upon police services. This property is in Police Zone #7.

ELECTRIC SERVICE

The study area is presently served by Middle Tennessee Electric (MTE). MTE has existing electric facilities along the east side of Butler Drive and has capacity to accommodate any future development. All new electrical infrastructure installed to serve the future development will be required to adhere to MTE standards.

STREET LIGHTING

Streetlights are installed along the west side of Butler Drive. New development would not impact existing streetlights.

SOLID WASTE COLLECTION

The study area is currently undeveloped. If the property is zoned H-I, any future development of City facilities will be serviced by the City's Solid Waste Department.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

The study area is currently vacant. Since the study area is proposed for Heavy Industrial zoning, there would not be any impacts to the City Recreation Department with future development.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The property is currently vacant and will have no impact on MCS in its current state. The property, if annexed, would become part of the Black Fox Elementary school zone. Since the study area is

proposed for Heavy Industrial zoning, there would not be any impacts to the City Schools with future development.

BUILDING AND CODES

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

PLANNING, ENGINEERING, AND ZONING SERVICES

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

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through Butler Drive. Any new connections to Butler Drive must be approved by the City Engineer. This property is affected by the 2040 Major Transportation Plan. This includes realignment and improvements to Butler Drive to a 3-lane section. The developer (which will likely be the City) will be required to participate in those improvements and dedicate right-of-way as needed. Any future public roadway facilities to serve the study area must be constructed to City standards. No additional public roadways are included in the study area.

REGIONAL TRAFFIC & TRANSPORTION

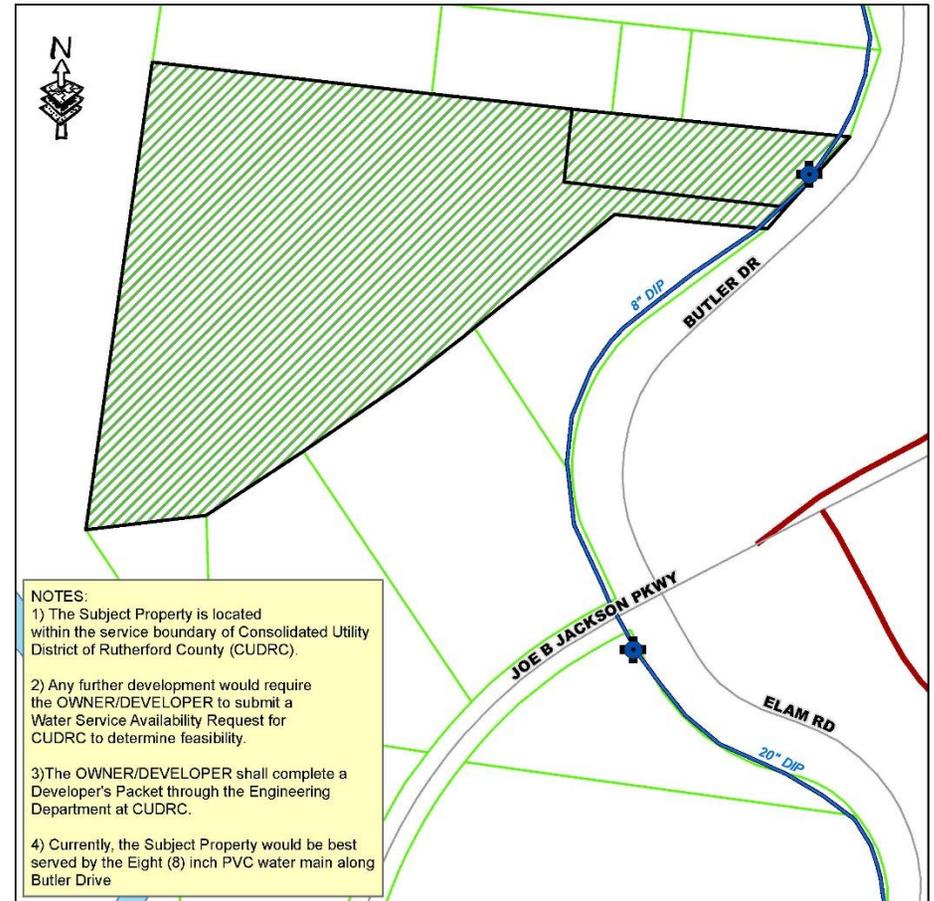
The study area is currently served by Butler Drive as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Butler Drive to be operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Butler Drive will continue to operate at a level of service of B in the study area with the proposed improvements recommended in the 2040 MTP.

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. An 8--inch PVC water main is located along Butler Drive. This water line can serve the annexation study area.

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

2120 & 2124 Butler Drive Annexation Request



-  CUD HYDRANT
-  CUD WATER MAIN
-  SUBJECT PROPERTY

DECEMBER 5, 2022

TAX MAP: 126
PARCELS: 46.00 & 46.01

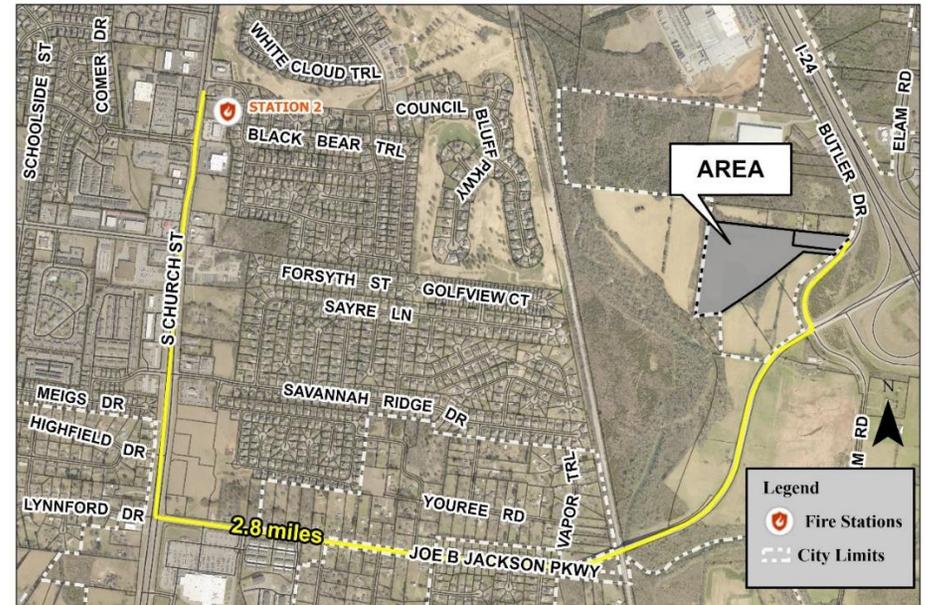


0 125 250 500
Feet

FIRE AND EMERGENCY SERVICE

The study area is currently vacant. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. MFRD can also provide fire protection upon annexation.

Currently the study area is located 2.8 miles from Fire Station #2 (2880 Runnymede Drive). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



Annexation request for property along
Butler Drive



Legend

- Fire Stations
- City Limits

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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SANITARY SEWER SERVICE

In order to serve the properties requesting annexation, off-site sewer (shown as a green line) must be extended from an existing 15" sewer main (shown as a red line), south of Joe B Jackson Parkway. This 15" main is at the eastern edge of Elam Road in its current location and will be extended west across Elam Road, and then west and northerly along the northern bank of the Middle Fork of the Stones River and following the river north, crossing under Joe B Jackson Parkway and then northeasterly along the northern ROW of Joe B Jackson Parkway toward Butler Drive. This sewer main extension has been designed; however, easements have not been purchased.

In addition to this gravity sewer main extension, these properties requesting annexation are not at an elevation that would allow them to connect to the proposed gravity sewer extension by gravity. The development of these properties will require a pump and sewer force main to connect. It has not yet been determined as to whom will be responsible for this gravity sewer main extension from the south of Joe B Jackson Parkway.

These properties are within the Buchanan/Elam Sanitary Sewer Assessment District (AD) and will be charged \$1000 per single family unit (sfu) in addition to the standard sewer connection fees. All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of MWRD.



DRAINAGE

Public Drainage System

Drainage systems are available in the study area and include facilities within the roadway of Butler Drive. The study area has access to these drainage systems. No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

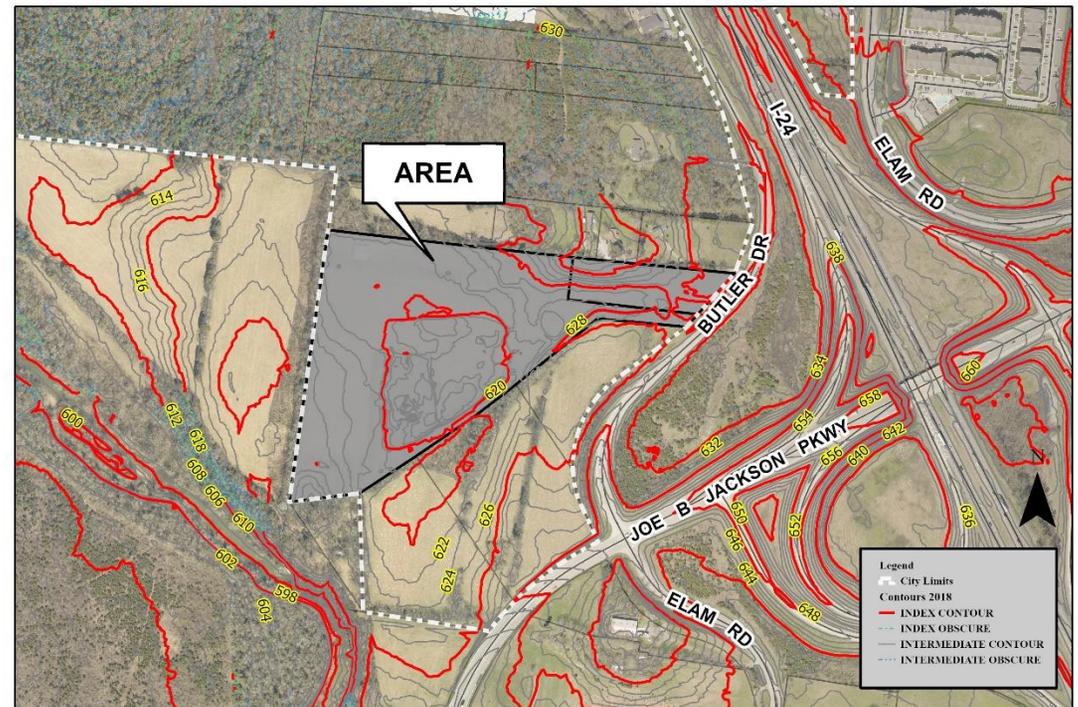
A review of the regional drainage patterns indicates the study area drains to closed depressions on-site. According to aerial photography, these closed depressions pond water.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The property is currently vacant and will not generate annual revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of Heavy Industrial (H-I). Based on this development scenario, it is anticipated that the site will generate approximately \$3,500

in revenue per year into the Stormwater Utility Fund upon full build-out. The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



Annexation request for property along
Butler Drive



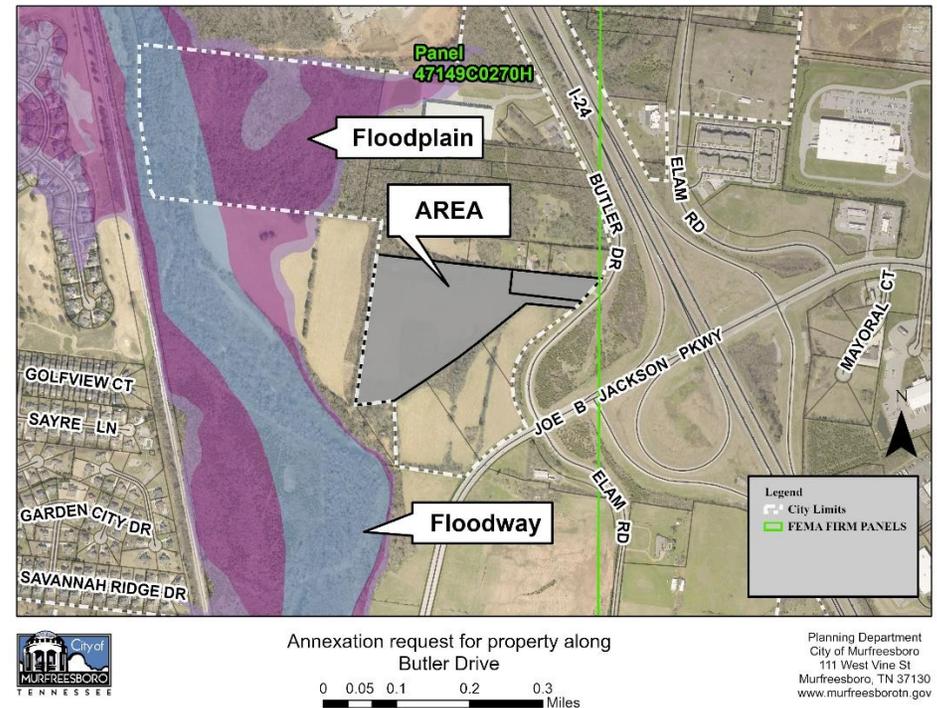
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FLOODWAY

The study area is not located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the 100-year floodplain to the west and southwest of the subject property.

ANNEXATION FOLLOW-UP

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



RESOLUTION 23-R-A-04 to annex approximately 22.3 acres located along Butler Drive (Tax Map 126, Parcels 04600 and 04601), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro Administration Department, applicant [2022-508].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 23-R-PS-04** on March 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on January 11, 2023 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 23-OZ-04**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2035E51E9401

Adam F. Tucker
City Attorney

SEAL

Resolution 23-R-A-04

City Limits

Area annexed

City Limits

I-24

BUTLER DR

JOE B JACKSON PKWY

ELAM RD



**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 11, 2023
PROJECT PLANNER: MARINA RUSH**

- 4.e. Zoning application [2022-429] for approximately 22.32 acres located along Butler Drive to be zoned H-I simultaneous with annexation, City of Murfreesboro Administration Department applicant.**

The applicant is the City of Murfreesboro Administration Department and is proposing to zone the subject property located along Butler Drive to Heavy Industrial (H-I) simultaneous with annexation. The subject parcel is currently zoned Light Industrial (L-I) in the County of Rutherford. It is 22.32 acres, is owned by the City, and is located along the west side of Butler Drive and north of Joe B Jackson Parkway. The property tax map numbers are:

- Tax Map 126, Parcel 46.00 (20 acres also identified as 2120 Butler Drive)
- Tax Map 126, Parcel 46.01 (2.32 acres also identified as 2124 Butler Drive)

The purpose of this zoning is to allow for the future development of City facilities. These potentially could include a materials management and processing facility, salt/brine storage, outdoor vehicle and equipment storage, and an employee building with offices and restrooms.

A Neighborhood Informational meeting will be held on January 9, 2023, at 5:30 PM at the City of Murfreesboro Fire Station #2, located at Runnymede Drive.

Adjacent Zoning and Land Uses

The adjacent properties have a variety of zoning and existing land uses. To the east is the interstate, I-24. The properties directly to the north are in unincorporated Rutherford County and zoned RM (Medium Density Residential). Of these, three are developed with single family residences, one is a child daycare center, and remaining are vacant lots. The properties further to the north of these are in the City limits and zoned H-I and are developed with a variety of heavy industrial uses.

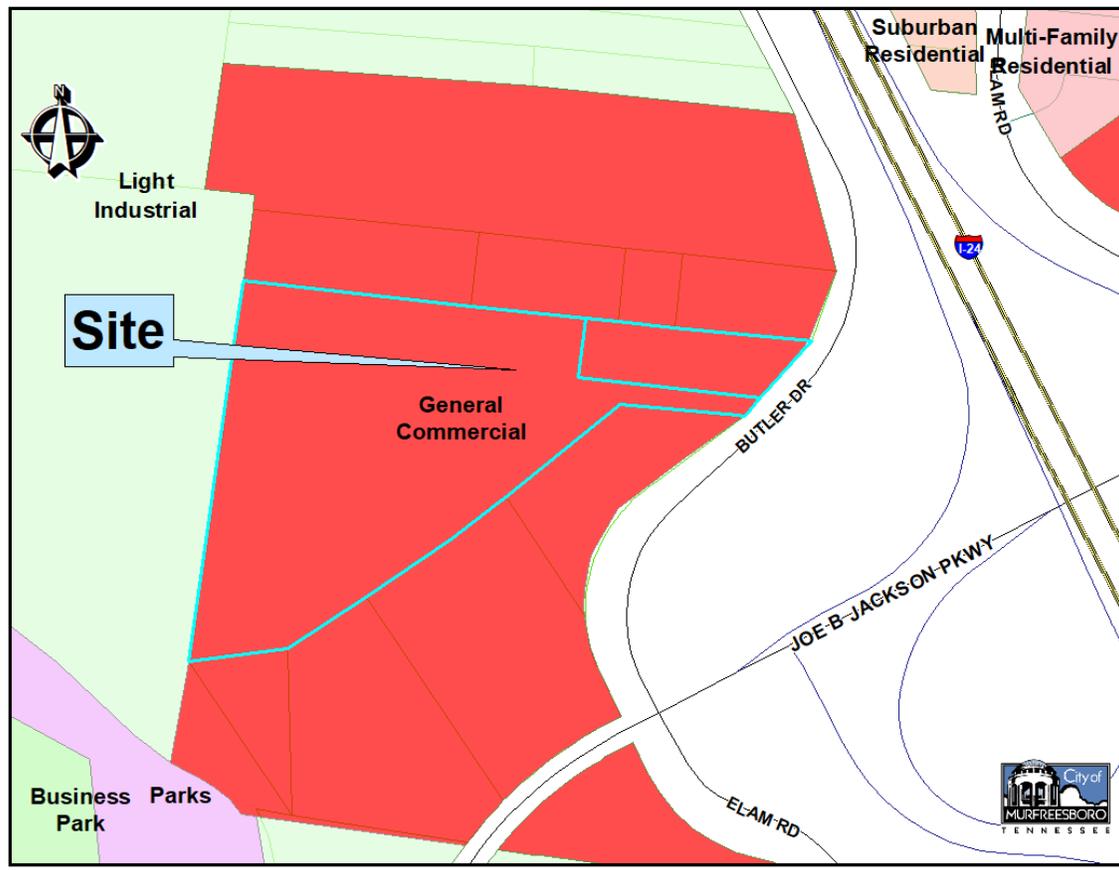
To the south of the study area, the contiguous properties are in Rutherford County and zoned Light Industrial; these properties are currently vacant. Further to the south of Joe B Jackson Parkway are properties located in the City limits and zoned

G-I (General Industrial). The parcel located adjacent to the southbound on-ramp to I-24 has an approved site plan for a retail and fueling center (Buc-ee's). The properties to the west are vacant land and the Middle Fork of the Stones River. Further west of the Stones River, the properties are single family residential (Indian Hills subdivision) and zoned PUD (Planned Unit District).

Future Land Use Map

The current Future Land Use Map of the Murfreesboro 2035 Comprehensive Plan indicates that Auto-Urban (General) Commercial is the most appropriate land use character for the project area. Characteristics of the General Commercial land use designation are high intensity commercial businesses that have a trade outside of Murfreesboro and require a large amount of land for their operations. The typical uses are shopping centers, hotels, and big-box retailers, and sites typically have good access to arterial roadways. The proposed H-I zoning would not be consistent with this land use character and, as studied for the proposed update, staff does not believe this would be an appropriate location for future development of general commercial uses.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Currently, the future land use map and Chapter 4 text of the Murfreesboro 2035 Comprehensive Plan is in the process of being updated. The proposed update to the Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates “Public/Private Institutional” as the most appropriate land use character for the 20-acre parcel and “Business Innovation” for the 2.32-acre parcel.

Public/Private Institutional character: consists of lands or land-uses that are held in the public interest, typically exempt from property taxation, and encompasses City-owned facilities, other public and private buildings, and sites with an institutional nature. This land use category supports municipal and regional uses and functions, such as utilities, transportation-related infrastructure, hospitals, schools, cemeteries, wastewater treatment plant, airport, and uses that are public in nature. The suggested City zoning districts for this land use designation include:

- College and University District (CU)
- Planned Institutional Development (PND)
- Public Institutional land uses may occur in any number of underlying zoning districts if they are determined to be compatible with surrounding land uses and may require approval of a Special Use Permit by the Board of Zoning Appeals,
- Park
- Zoning districts other than these suggested districts may be evaluated on a case- by-case basis.

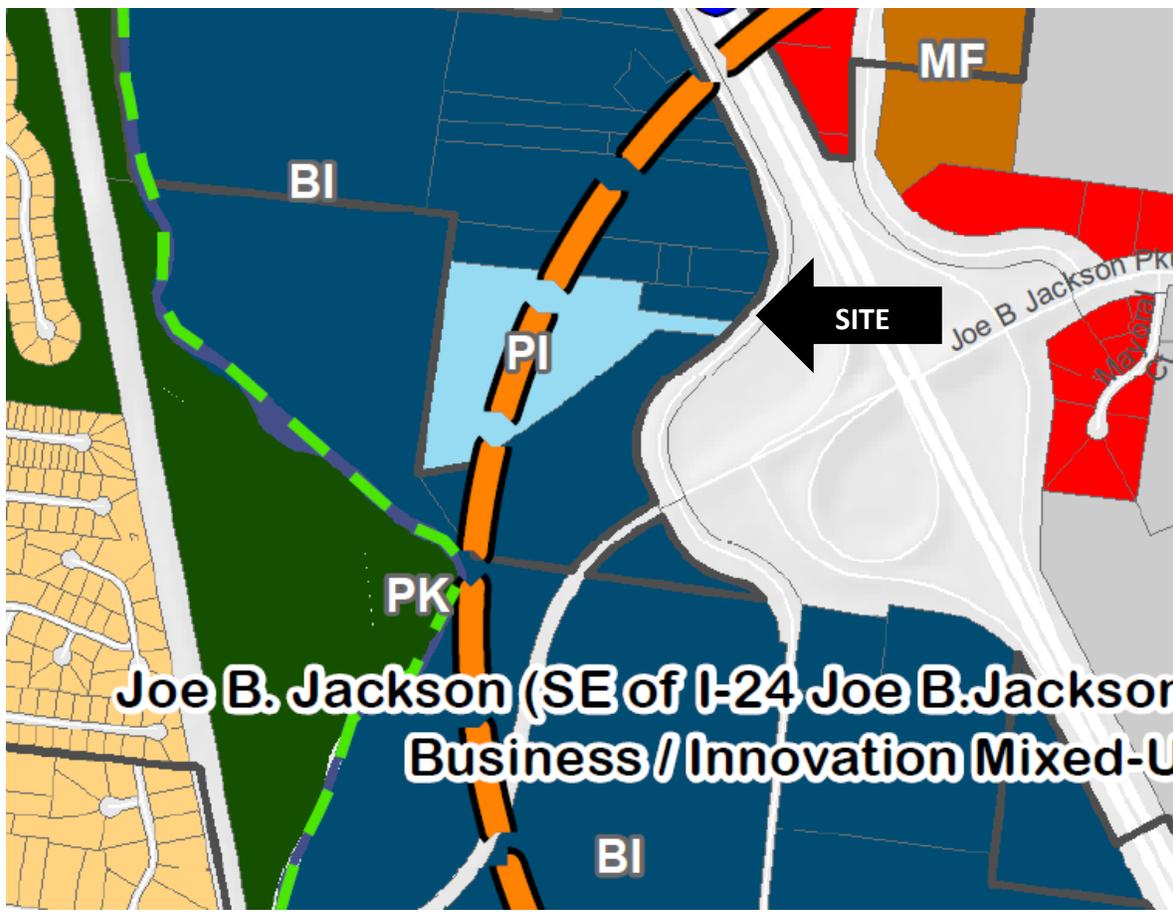
In this case, the H-I zoning district would be consistent with the proposed FLUM because it is compatible with the adjacent industrial zoning districts and surrounding land uses in the area.

Business Innovation character: consists of industrial and advanced manufacturing uses, larger scale buildings and industrial campuses, large scale developments, and research and development institutions. Suggested zoning districts include L-I (Light Industrial), G-I, PID (Planned Industrial District), and other zoning districts as evaluated on a case-by-case basis. In this case, the H-I zoning would be consistent because it is for public facilities that will be industrial in nature and located in an area that has other H-I zoning and uses.

In addition to the land use characteristics described above, the study area is located within an area identified in the proposed FLUM update as “Economic Development Site No. 3.” The economic development sites were key areas for the

City that have strong potential for economic development and job creation in Murfreesboro. Also, the FLUM update proposes a “Service Infill Line’, this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help for future City services. The study area is located within the Service Infill area. The exact nature and character of the uses will be determined by the City Council following the City’s Community Investment Plan (CIP) process.

Proposed Murfreesboro 2035 Comprehensive Plan - Future Land Use Map (excerpt)



It is staff’s opinion that the proposed rezoning request for H-I is consistent with proposed revision to the FLUM, as well as the industrial uses in the area. The H-I zoning would not be consistent with the current adopted FLUM for General Commercial land use designation.

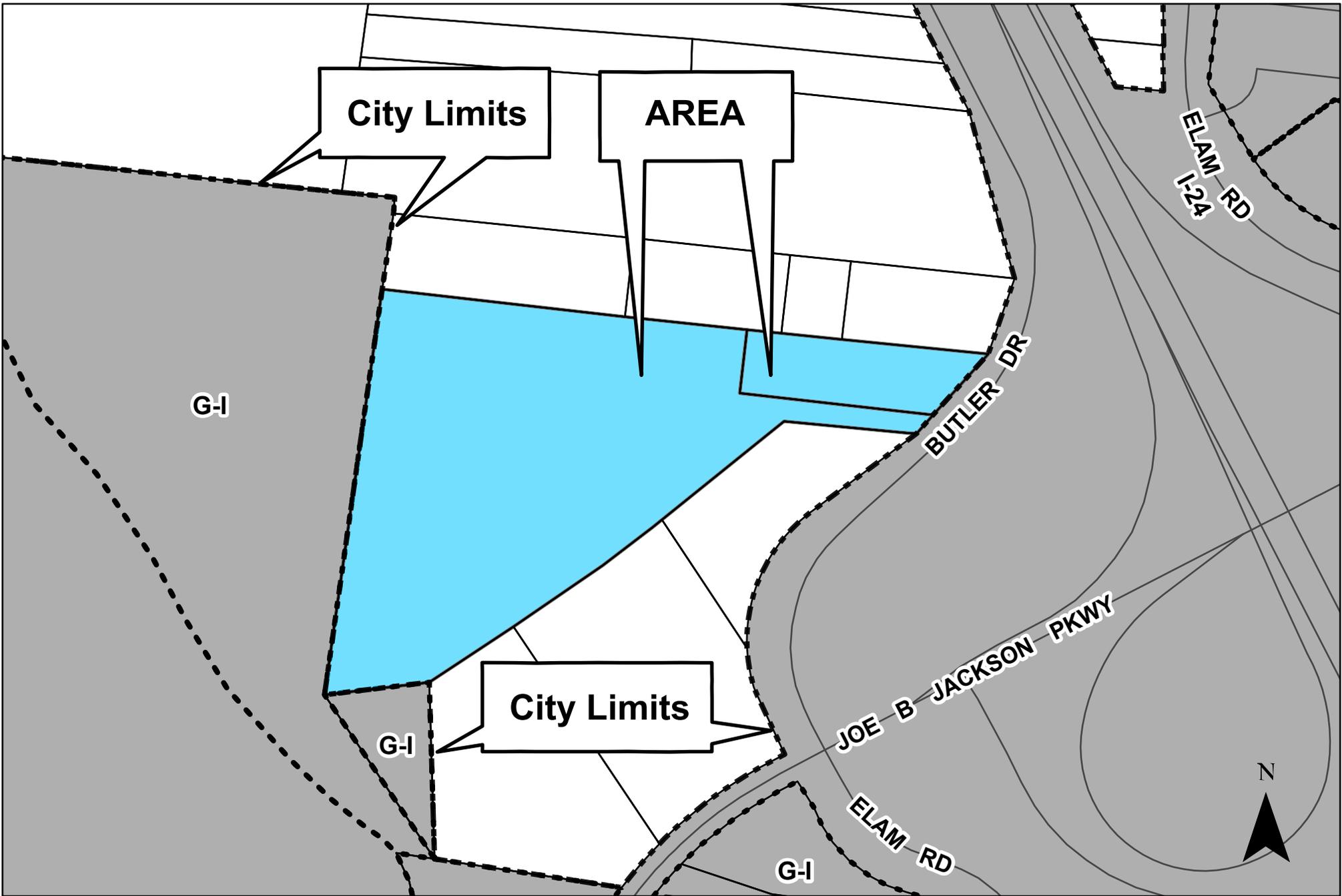
Recommendation:

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

- 1) H-I zoning district would be consistent with the proposed FLUM because it is compatible with the adjacent industrial zoning districts and surrounding land uses in the area.
- 2) H-I zoning allows for a variety of industrial uses, including municipal uses that are also industrial in nature, such as a materials management and processing facility, salt/brine storage, outdoor vehicle and equipment storage, and an employee building with offices.
- 3) Development of the property with heavy industrial municipal uses would provide a public benefit to the community.
- 4) H-I zoning would be consistent with existing zoning at this interchange, including properties to the north that are zoned H-I and to the south of Joe B Jackson Parkway that are zoned G-I, ready access to major arterial roadways and highway for the proposed municipal industrial uses, and the realignment of Butler Drive with the development of this property.

Action Needed:

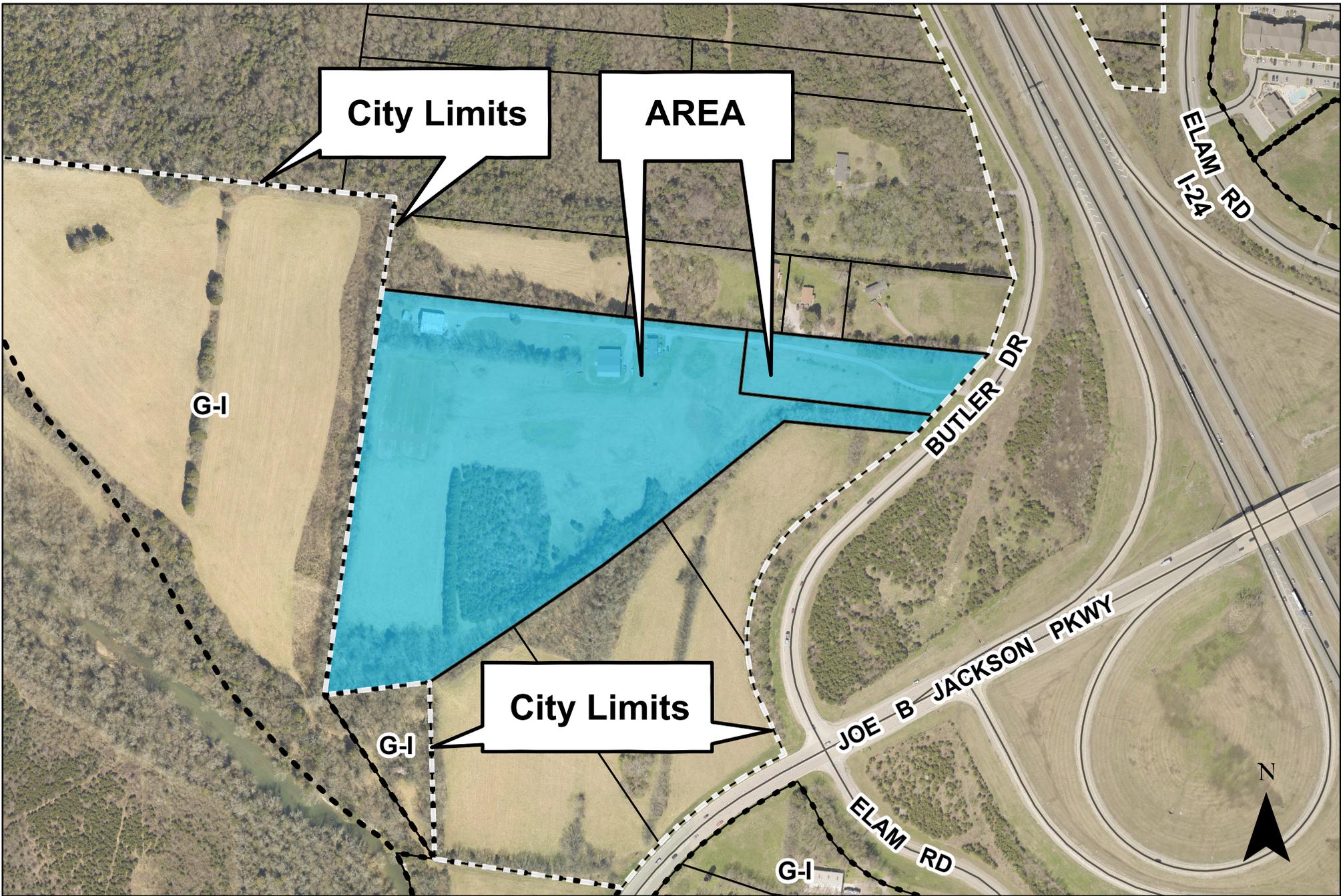
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council.



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



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



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



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

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: (Craig Tindall, City Manager)

APPLICANT: City of Murfreesboro Administration Dept.

Address: 111 W. Vine St. City/State/Zip: Murfreesboro, TN

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

PROPERTY OWNER: City of Murfreesboro

Street Address or property description: 2120 & 2124 Butler Dr.

and/or Tax map #: 126 Group: --- Parcel (s): 04600 & 04601

Existing zoning classification: _____

Proposed zoning classification: H-I Acreage: 21.32

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

E-mail: _____

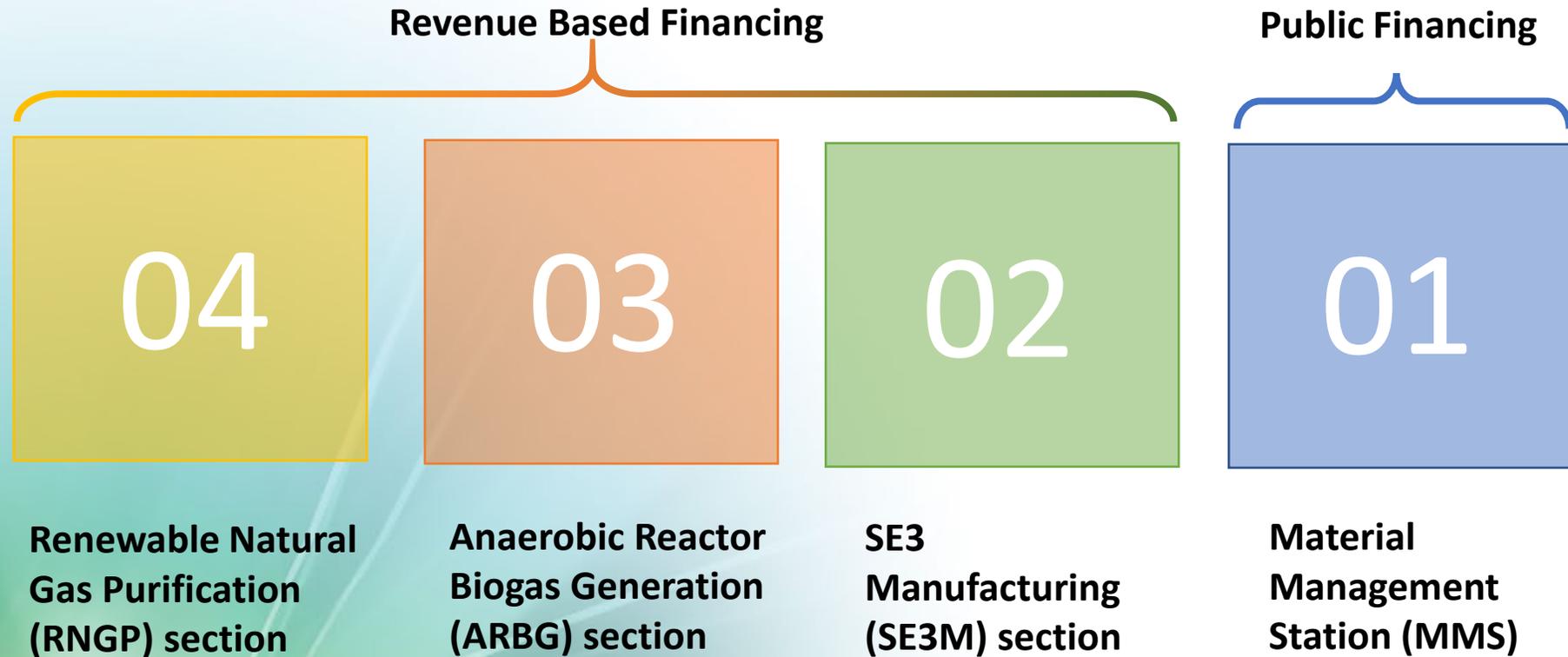
APPLICANT'S SIGNATURE (required): [Signature]
 DATE: 11.16.22

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

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

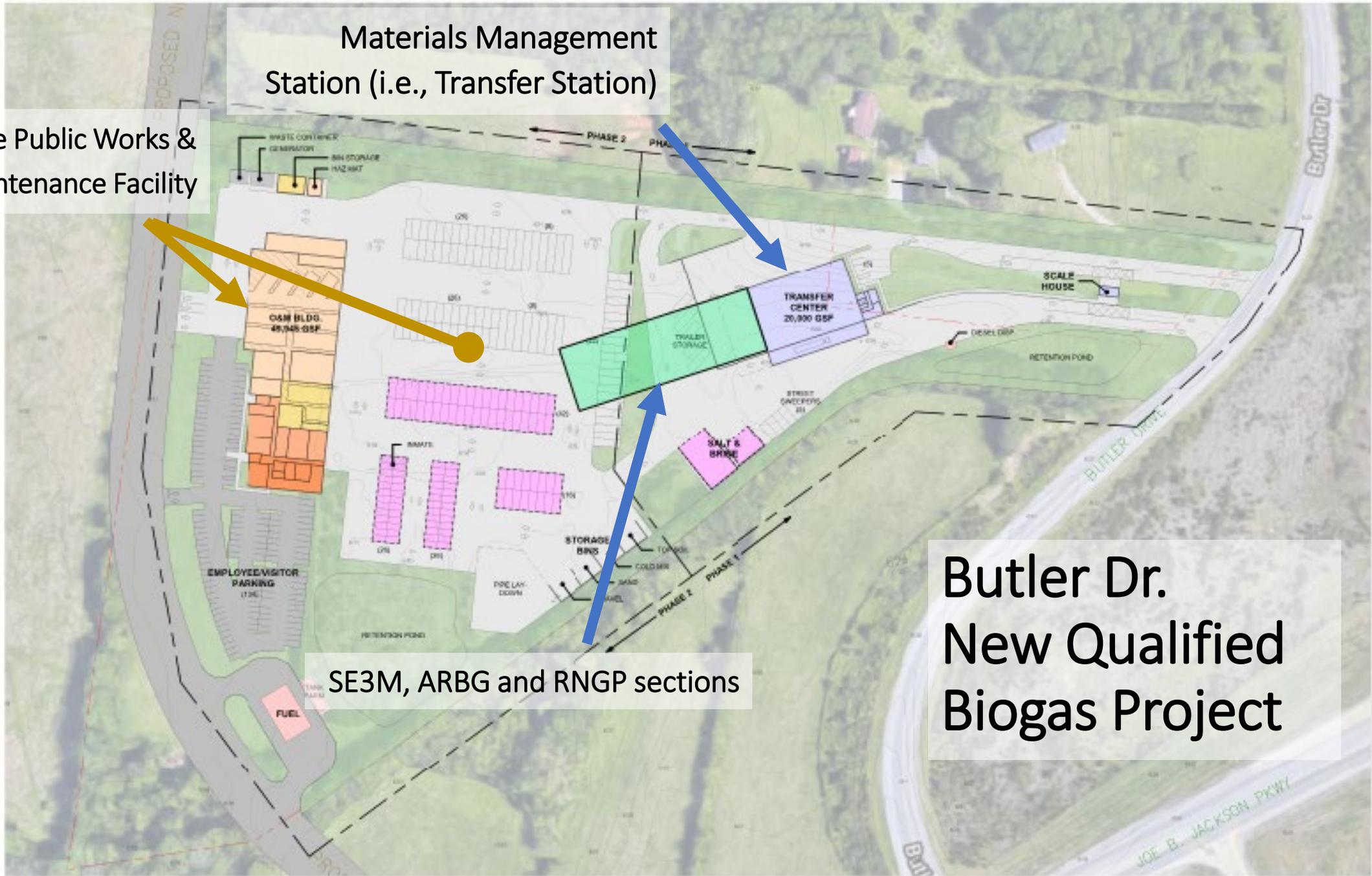
Amount paid: _____ Receipt #: _____

New Qualified Biogas Project – Components Defined



Materials Management Station (i.e., Transfer Station)

Future Public Works & Fleet Maintenance Facility



SE3M, ARBG and RNGP sections

Butler Dr.
New Qualified
Biogas Project

Always A Good Neighbor

- No Odors or Noise from WastAway Facility
- All MSW Handled Indoors and Quickly Processed
- Convenient Drop Off Centers Can Be Integrated





Anaerobic Digestion



- Digester uses bacteria to convert SE3 into BioGas
- BioGas is cleaned and compressed to pipeline standards making Renewable Natural Gas (RNG)
- General Mills / Yoplait has an active Anaerobic Reactor creating RNG for cogenerating power at its Butler Dr. location

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Amelia Kerr, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services
Darren Gore, Assistant City Manager
Russell Gossett, Director of Solid Waste

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Approve minutes of the December 7, 2022, and December 14, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the December 7, 2022 and December 14, 2022 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 11, 2023

There being no further discussion, Mr. Shawn Wright moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2022-429] for approximately 22.3 acres located along Butler Drive to be zoned H-I simultaneous with annexation, City of Murfreesboro Administration Department 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.

Mr. Darren Gore, Assistant City Manager, gave a PowerPoint presentation for the proposal.

Vice-Chairman Ken Halliburton opened the public hearing.

- 1. Ms. Amy Acla, 3010 Wentworth Court** – voiced her concerns with possible odors and how that would be addressed.
- 2. Ms. Lynn Buchanan, 3342 Mossey Lane** – voiced her concerns with possible odors; and the traffic pattern with trucks connecting with Joe B Jackson Parkway.

Vice-Chairman Ken Halliburton closed the public hearing.

Mr. Darren Gore addressed the traffic and odor concerns.

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JANUARY 11, 2023**

The Planning Commission asked for information regarding hours of operation and the number of trucks per day. Mr. Darren Gore and Mr. Russell Gossett addressed these concerns.

There being no further discussion, Mr. Warren Russell moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Ken Halliburton
Jami Averwater
Bryan Prince
Warren Russell
Chase Salas
Shawn Wright

Nay: None

5. Staff Reports and Other Business:

Mandatory Referral [2022-731] to consider the abandonment of drainage and sanitary sewer easements on property located north of Medical Center Parkway and along Roby Corlew Lane, Chris Mabery of Ragan Smith representing Hines Clari Park Land Holdings, LLC applicant. Ms. Amelia Kerr 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.

There being no further discussion, Ms. Jami Averwater moved to approve the mandatory referral subject to all conditions recommended by Staff in the Staff Comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Ken Halliburton

ORDINANCE 23-OZ-04 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 22.3 acres along Butler Drive as Heavy Industrial (H-I) District, simultaneous with annexation; City of Murfreesboro Administration Department, applicant [2022-429].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Heavy Industrial (H-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2095E51F0401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 23-OZ-04

City Limits

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

City Limits

G-I

G-I

RS-15

G-I

G-I

I-24

BUTLER DR

JOE B JACKSON PKWY

ELAM RD



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Rezoning property along West Thompson Lane
[Public Hearing Required]

Department: Planning

Presented By: Margaret Ann Green, AICP, Principal Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Rezoning approximately 10.1 acres located along West Thompson Lane east of Leanna Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request.

Background Information

BA Homes, LLC presented to the City a zoning application [2022-422] for approximately 10.1 acres located along West Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on October 5, 2022, the Planning Commission conducted a public hearing on this matter and then voted to defer action after concerns were expressed about the architectural elevations as well as providing a proper transition between this development and the adjacent Tuscan development to the west. At its January 18, 2023 regular meeting, the Planning Commission considered this item under Old Business and voted to recommend its approval subject to a Type A landscape buffer being planted adjacent to Tuscan and shutters being added to certain architectural elevations. The pattern book has since been revised per those conditions of approval.

Council Priorities Served

Expand Infrastructure

The proposed development includes roadway connectivity to the east to the developing Kings Landing subdivision as well as a street stub to property to the west. Connectivity, as these properties develop, will allow for disbursement of traffic north toward Cherry Lane and west toward Leanna Road to relieve pressure on Thompson

Lane. It will also create multiple access points for service providers, including emergency service providers.

Improve Economic Development

This rezoning will enable the development of 52 single-family attached dwelling units.

Attachments:

1. Ordinance 23-OZ-05
2. Maps of the area
3. Planning Commission staff comments from the 10/05/2022 and 01/18/2023 meetings
4. Planning Commission minutes from the 10/05/2022 and 01/18/2023 meetings
5. Cherry Blossom Downs PRD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 18, 2022**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.a. Zoning application [2022-422] for approximately 10.1 acres located at 694 & 708 West Thompson Lane to be rezoned from RS-15 to PRD (Cherry Blossom Downs), BA Homes, LLC applicant.**

Changes to the PRD since October 5, 2022, Planning Commission Public Hearing:

The Cherry Blossom Downs rezone application (file 2022-422) was deferred indefinitely after the October 5, 2022, Planning Commission public hearing. The primary items to be addressed before it the applications returned to the Planning Commission for review are as follows:

- 1. Improved, stronger language in the pattern book regarding the preservation of the existing vegetation along the western property line.**
- 2. Enhanced side elevations for the corner lots.**
- 3. Additional elevations or more substantial variations in the elevations than what was proposed in the pattern book on 10-5-2022.**

Staff reviewed the revisions made to the program book and the plan does not appear to sufficiently address the three items noted above.

Item 1: Improved, stronger language in the pattern book regarding the preservation of the existing vegetation along the western property line

Staff requested the applicant provide more in the way of landscaping along that western boundary, especially considering 4 of the houses in Tuscany front this property. Additionally, it is staff's recollection that, during the neighborhood meeting, the developer assured the neighbors that landscaping would be preserved or added in this area. The landscaping along the western property line is needed to create a proper transition and mitigate any negative impacts. The PRD book was amended to add the note requiring a tree survey prior to construction and replacement of any trees that die.

The commitment to surveying and then replacing a tree that dies may be insufficient for several reasons. One scenario is that the rear yards will likely be entirely encumbered with drainage easements (20-foot rear setback + 20-foot minimum drainage easement) and landscaping within these areas are not preserved. An alternative treatment may be that this project is designed to drain into the street prior to reaching the ponds and the grading and drainage required work needed will in these areas may cause construction damage to the trees that can take up to 5 years to kill the tree [<https://extension.tennessee.edu/publications/Documents/SP576.pdf>].

The property will likely transfer ownership from the developer to a homeowner within those years and the opportunity to have trees replaced by the developer is gone.

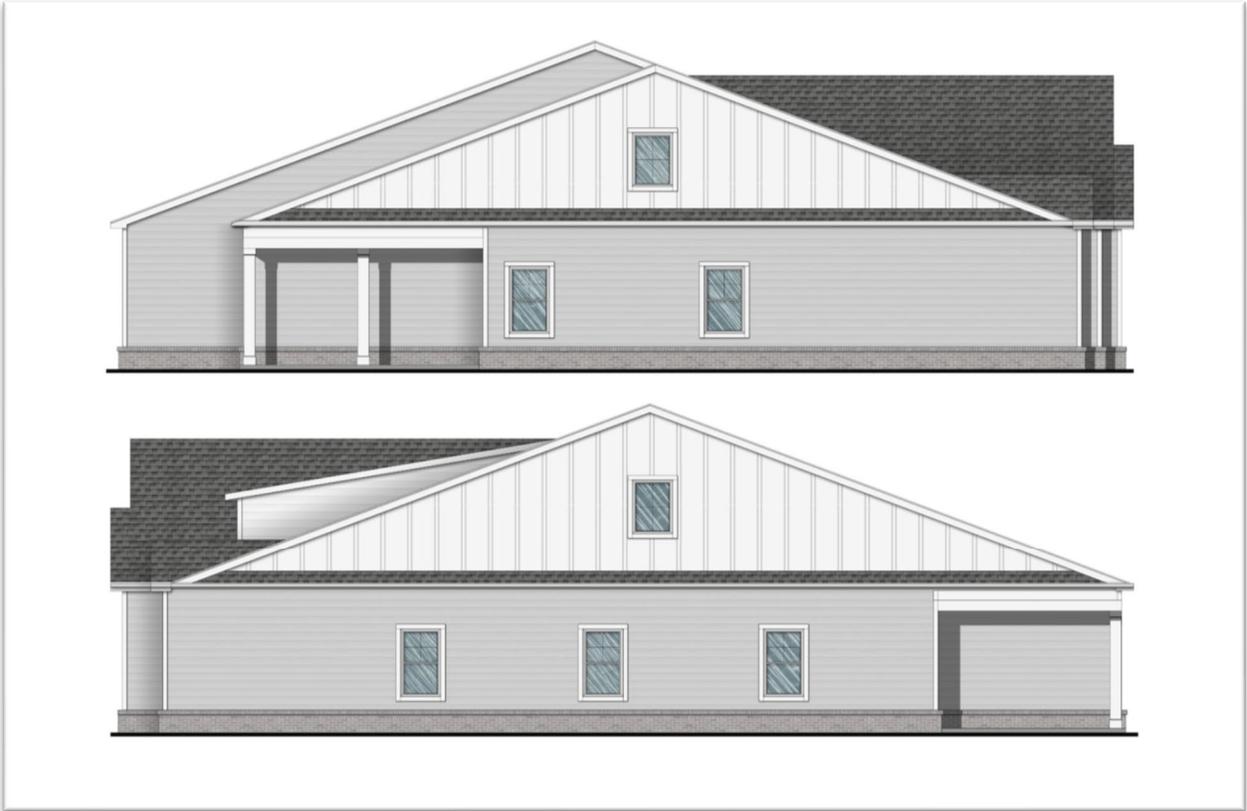


Staff recommends the Planning Commission consider incorporating the following language in the book to better address the issue.

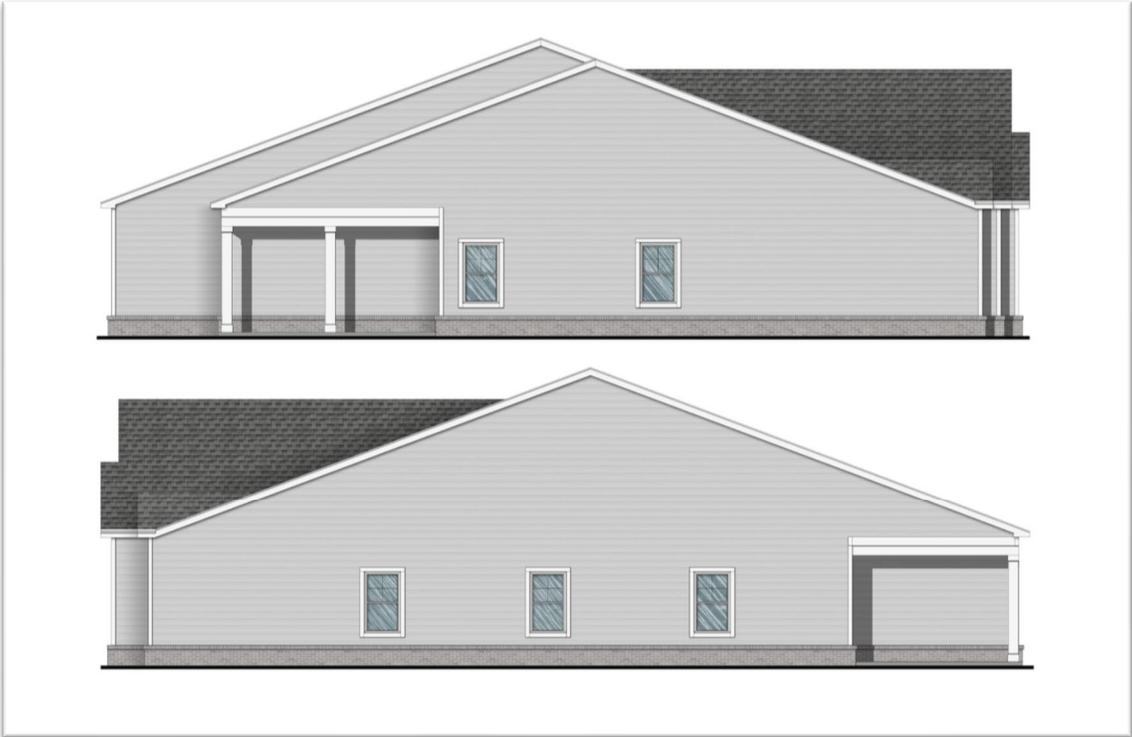
To create a proper transition between the adjacent homes in Tuscany and the proposed homes in this development, a Type A Buffer shall be provided along the western property line of this development adjacent to the eastern boundary of the Tuscany development. The buffer shall be located in a landscape buffer easement to be maintained in perpetuity by the homeowners' association. Existing trees along the western property line shall be preserved to the extent possible and supplemented with new plantings where needed to achieve the required buffer. Healthy, mature trees that die due to construction work shall be replaced as needed. A tree survey shall be conducted, and an existing tree preservation plan will be submitted with the construction plans. That way all existing trees will be accounted for, and any existing trees damaged or destroyed shall be remediated.

Item 2: Enhanced side elevations for the corner lots

As previously shared, staff believes there is an opportunity to address the side elevations that front along public rights-of-way as they are highly visible. There are 5 dwelling units that have side elevations oriented toward public rights-of-way (Lot 1, Lot 52, Lot 20, Lot 21 and Lot 29). The proposed modification is alternate the trim material and style in the gable.



EXAMPLE OF ENHANCED SIDE ELEVATION FOR USE FACING A PUBLIC STREET



EXAMPLE OF SIDE ELEVATIONS

Item 3: Additional elevations or more substantial variations in the elevations than what was proposed in the pattern book on 10-5-2022

As previously shared, staff believes there is an opportunity to create some variety in the neighborhood regarding the elevations. During the Planning Commission's discussion in October, the Developer represented that they would be able to accomplish this, possibly with the addition of porches as a possible way to change up the front elevation. The plan appears to repeat the same design 52 times with subtle changes in materials or features. Due to the subtlety of the changes to the architecture, staff requested the applicants provide a bullet list of changes. They are:



Product c-1-

- Added dormer to left side
- Added shake to right dormer
- Added Shutters to left side
- Left side unit has a front porch on it with 3 columns
- Left side garage gable has shakes
- Cedar trim in the gables on the right side gables



Product A-1

- we did a simi-hip roof on the sides
- We added a trellis to the right side garage
- The did one larger gable over the front with small gable inside the larger gable
- We did board and batten on the large front gable



Product B-1

- Added a front single dormer on both units
- Added a front wooden trellis to the right unit
- Front has a tripe front gable
- Right side front gables has cedar shakes
- Left side front gable has cedar shakes



Product D1

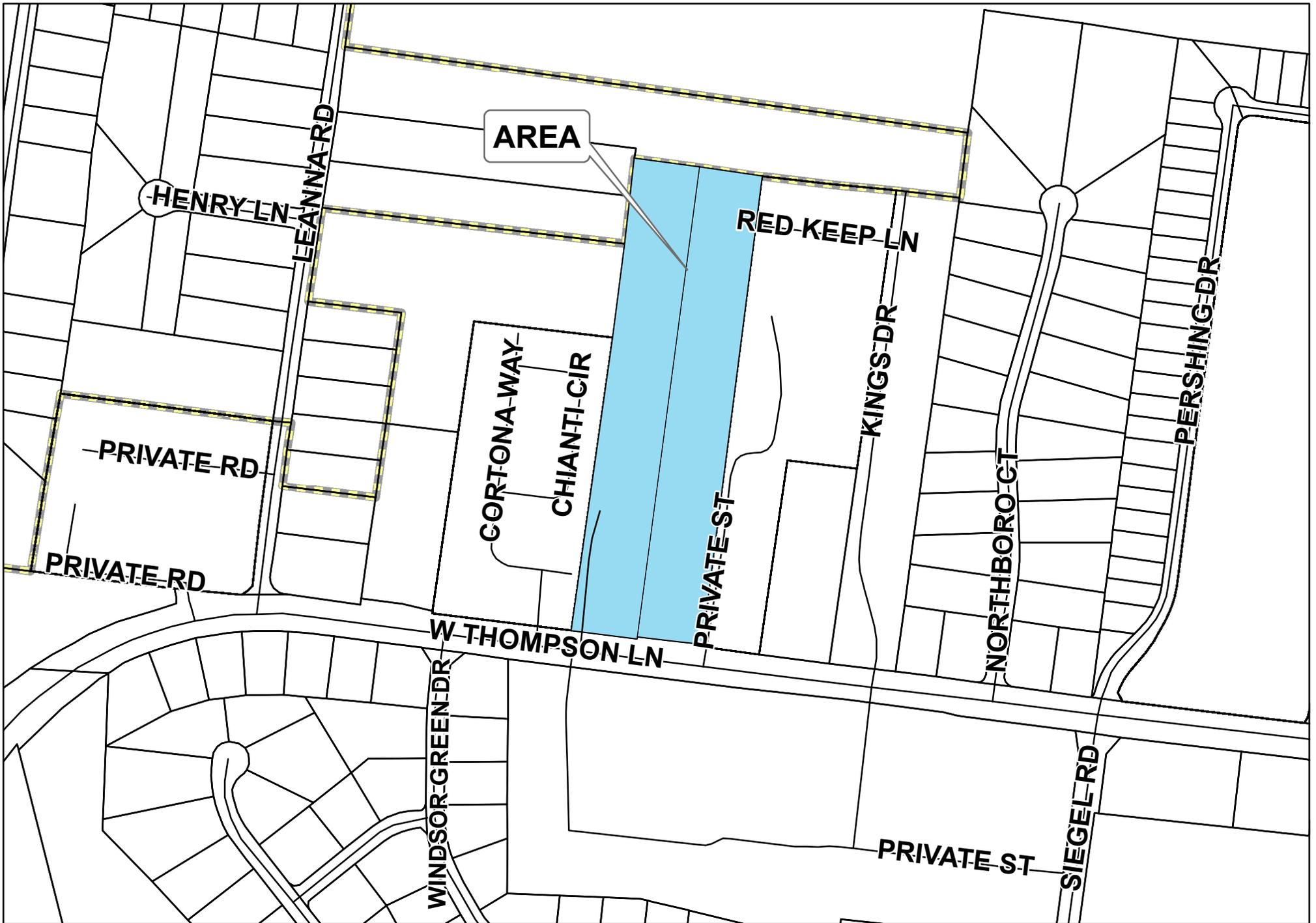
- Triple Dormer on the left side
- Front porch on the left side with 3 columns
- Board and Batten on the left side front gable
- Right side added a single dormer
- Single dormer added to the right side
- Hip roof put on the right side over the garage instead of the Gable
- Tall skinny gable with shake on the right side

Recommendation:

Staff would like the Planning Commission to consider the following items in its review of this request:

1. The proposed development type and characteristics are inconsistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
2. The proposed development type and characteristics are inconsistent with the proposed *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
3. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.
4. The Developer's submission in response to Planning Commission comments on October 5, 2022 regarding:
 - a. Improved, stronger language in the pattern book regarding the preservation of the existing vegetation along the western property line.
 - b. Enhanced side elevations for the corner lots.
 - c. Additional elevations or more substantial variations in the elevations than what was proposed in the pattern book on 10-5-2022.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PRD program book is included with the agenda materials. The Planning Commission should discuss the application prior to formulating a recommendation to the City Council.



**Zoning request for property located along West Thompson Lane
RS-15 to PRD (Cherry Blossom Downs PRD)**

675 337.5 0 675 Feet



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



AREA

Zoning request for property located along West Thompson Lane RS-15 to PRD (Cherry Blossom Downs PRD)

675 337.5 0 675 Feet



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



David Mercker
Extension Assistant II
Forestry, Wildlife & Fisheries

George Hopper
Professor
Forestry, Wildlife & Fisheries

The answer to “Why do trees die?” follows a reverse chronological sequence. Trees die because **respiration** terminates. Respiration terminates because **carbohydrate production** ceases and stored carbohydrates are depleted. Carbohydrate production ceases because **photosynthesis** discontinues. Photosynthesis discontinues because the **factors** necessary for photosynthesis are interrupted or obstructed. Those factors include: sunlight, water, nutrients, temperature, CO₂ and O₂. Factors for photosynthesis are interrupted because of human activities or environmental changes. Many are summarized here.

To understand why or how trees die, we must first understand the processes by which they live. Broadly, these processes can be categorized under **physiology**, which is the branch of science dealing with the functions of living organisms and their parts. Major physiological processes in trees include photosynthesis, respiration and translocation.

The process of **photosynthesis** combines carbon dioxide with water in the presence of the sun’s energy to produce simple sugars (known as carbohydrates) and oxygen. This chemical reaction for photosynthesis occurs in leaves and can be written as:



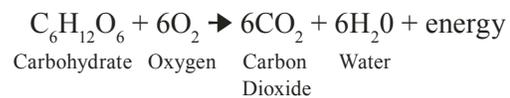
Photosynthesis is the most essential and basic physiological process, inasmuch as tree growth is dependent upon successful conversion of the sun’s energy into carbohydrates. Kramer and Kozlowski (1960) make the following observations about carbohydrates:

- they are the substances by which all other organic compounds are synthesized,

- they are the chief building blocks of cell walls,
- they form the starting point for synthesis of fats and proteins,
- they are oxidized in respiration, and
- any amount still remaining after all these processes accumulates as stored food reserves.

Carbohydrates are transported from the leaves to the stem and roots via phloem cells for use in respiration and other physiological processes, including growth. Excess carbohydrates not used in growth and respiration are stored in roots, buds, stems and cambium.

Respiration is the oxidization of carbohydrates to provide energy to keep cells alive and to fuel growth. Respiration essentially works in reverse order of photosynthesis, whereby the synthesized carbohydrates react with oxygen to produce carbon dioxide, water and energy; e.g., food is oxidized and energy is released. The chemical reaction for respiration can be written as:



Unlike photosynthesis, which is seasonal in most climates, at least some respiration occurs at all times (even during the dormant season). This is why the production of carbohydrates through photosynthesis must exceed the oxidation of carbohydrates through respiration. Without a surplus of carbohydrates, tree vigor declines and eventually death occurs. As trees age, the demand for carbohydrates increases, because the volume of respiring tissue increases while the amount of leaf surface area (photosynthesizing surface) remains fairly constant. Less carbohydrate is made available for

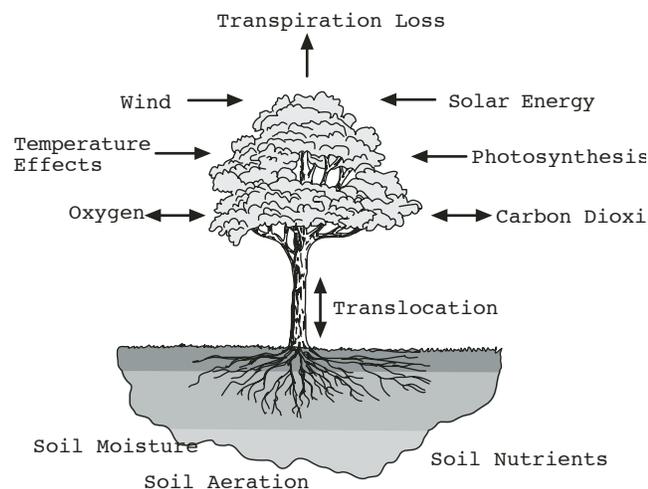
root and stem elongation because more is demanded for life-sustaining respiration. Perhaps this is why younger trees, having a higher ratio of photosynthetic surface to respiring tissue, grow more rapidly than older, decadent trees (Kramer and Kozlowski 1960).

Translocation, the third major physiological process, allows photosynthesis and respiration to function properly. Without the “piping” system of translocation, moisture and nutrients would not reach the leaves, leaves would not produce carbohydrates, carbohydrates would not be transported to organs and respiration would cease.

Through translocation, trees allocate carbohydrates to support five different physiological processes. Oliver and Larson (1996) identify these processes, placed in priority order for allocation of carbohydrates, as:

- Maintenance of living tissue (respiration),
- Production of fine roots,
- Flower and seed production,
- Primary growth (elongation of branches and roots), and
- Secondary/diameter growth (growth of xylem – the water-conducting cells).

When a tree is healthy and rapidly growing, each of these five processes is fueled by ample supplies of carbohydrates. Because secondary growth is the last to receive carbohydrates, wide annual growth rings of the lower trunk indicate that the needs of the other four processes are first being met and that excesses are being used for diameter growth. At such point, life for a tree is *plush*. If, however, annual growth rings



Factors affecting physiological processes in plants.

(secondary growth) begin to show a narrowing, this is a first indication that tree vigor is declining and that subsequent reductions in primary growth could also soon occur. As decline continues, carbohydrate allocations are gradually pulled up the physiological processes ladder. For instance, if a tree must allocate carbohydrates to either branch and root expansion, or seed and flower production, it will choose the latter; likewise, production of fine roots comes before seeds and flowers; lastly, respiration is a higher priority than fine root production. This reversal or *recall* of carbohydrates continues until there are essentially none left, at which point mortality occurs.

Tree mortality is not always a gradual, energy-losing process. In *A New Tree Biology*, Shigo (1990) indicates that tree mortality can also occur rapidly through mechanical disruption. Examples include:

- severing cambium – disrupts translocation;
- compacting soil – reduces availability of water and nutrients, resulting in poor aeration (oxygen content) in the soil needed for root respiration;
- damage to or loss of larger limbs – reduces photosynthesis and carbohydrate production; if respiration rate does not decline proportionately, mortality results.

A tree growing in a suitable climate and on suitable soils will continue increasing in size until one or more factors for growth are no longer available (Oliver and Larson, 1996). More often than not, environmental factors work concurrently or sequentially to weaken trees, predisposing them to other insect, mite and disease agents, in turn leading to mortality. Wenger (1984) suggests a number of environmental factors that affect tree physiological processes. They are listed in Table 1, along with an interpretation of how each factor might affect the processes.

So why do trees die? Their death follows a reverse chronological sequence. Trees die because **respiration** terminates. Respiration terminates because **carbohydrate production** ceases and stored carbohydrates are exhausted. Carbohydrate production ceases because **photosynthesis** discontinues. Photosynthesis discontinues because the **factors** necessary for photosynthesis are interrupted or obstructed. Factors for photosynthesis are interrupted because of human activities or environmental changes.

Table 1. Environmental factors and human activities that influence tree physiological processes.

Factor	Subfactor	Effect on Physiological Process
1. Low site quality	a. Excessive drainage	Prohibits absorption of sufficient moisture necessary for production and distribution of carbohydrates
	b. Poor drainage	Creates a wet anaerobic condition, i.e., O ₂ is not available for root respiration
	c. Thin or compacted soil	Challenges root penetration; both nutrients and moisture become difficult to absorb; reduces photosynthetic rate
	d. Excessive sun exposure	Transpiration increases, causing stomates (leaf pores) to close; reduces carbohydrate production while respiration continues
	e. Nutrient deficiencies	Decreases chlorophyll formation necessary for photosynthesis; sufficient carbohydrates are not produced to sustain respiration
	f. Abnormal soil pH	Affects absorption of nutrients, which in turn has the same effect as nutrient deficiency
2. Species planted off-site		Makes species less capable of performing normal physiological processes. Ex. – Trees adapted to wet conditions do not do well on dry ridges <i>or</i> trees adapted to dry conditions are outgrown on floodplain sites
3. Changes in habitat		a.k.a. disturbances alter wind, sunlight, temperature and water table conditions, all affecting photosynthesis, respiration and transpiration rates. Ex. – lightning or wind breakage removing too much of crown, new structures such as buildings and pavement alter the environment
4. Competition from adjacent vegetation		Reduction of resource allocation. Available carbohydrates are redistributed from secondary growth to more essential needs because of reduced photosynthesis; water translocation becomes inadequate and predisposes trees to insect attacks.
5. Weather influences	a. Prolonged drought	see excessive drainage
	b. Excessive rains	see poor drainage
	c. Sunscald	see excessive sun exposure
	d. Winter injury	Dries or damages foliage and twigs, causing carbohydrate demands to focus on restoration rather than growth
6. Human activities	a. Soil compaction	Creates drought-like conditions; reduces carbohydrate production; exposes and damages roots, leading to fungal entry blocking translocation; reduces nutrient absorption, lowering photosynthesis rate
	b. Air pollution	Inhibits proper balance of CO ₂ , reducing photosynthesis
	c. Salt leaching along roadsides	Draws water away from roots so less is available for replacement upon transpiration; foliage desiccates and dies; photosynthesis ceases
	d. Improper herbicide use	Clogs leaf stomates and interferes with inward diffusion of CO ₂ ; transpiration is reduced, causing temperature increases in leaves; photosynthesis becomes uneven

References

Kramer, Paul J. and Theodore T. Kozlowski. 1960. Physiology of Trees. McGraw-Hill Book Company. New York.

Oliver, Chadwick D. and Bruce Larson, 1996. Forest Stand Dynamics. John Wiley and Sons, Inc.

Shigo, Alex L. 1990. A New Tree Biology. Shigo and Trees Associates. Durham, New Hampshire.

Wenger, Karl F., editor. 1984. Forestry Handbook, second edition. Edited for the Society of American Foresters. John Wiley & Sons, Inc. New York.



Gradual decline from the top of a mature red oak tree.

Photos by Wayne Clatterbuck



Paving completely around this ash tree has completely altered the tree's rooting environment and will influence the health of the tree.



Decline of sweetgum. The tree has grown larger than the limited rooting environment can support. The result is dying back from the top.

SP615-12M-7/03 R12-4910-034-006-04

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The University of Tennessee Institute of Agriculture, U.S. Department of Agriculture, and county governments cooperating in furtherance of Acts of May 8 and June 30, 1914.

Agricultural Extension Service
Charles L. Norman, Dean

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**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2022**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.a. Zoning application [2022-422] for approximately 10.1 acres located at 694 & 708 West Thompson Lane to be rezoned from RS-15 to PRD (Cherry Blossom Downs), BA Homes, LLC applicant.**

Introduction

The subject property consists of 2 parcels located along the north side of West Thompson Lane (Highway 268). The parcels are unplatted land identified on Tax Map 058 as parcels 089.00 and 090.00. The property is a combined total of 10.1 acres and has been zoned RS-15 (Single-Family, Residential District) since its annexation. The subject property is located east of the Tuscany PRD and west of Kings Landing PRD. The properties to the north are in the unincorporated area of Rutherford County. To the south, across West Thompson Lane, is the Northside Baptist Church zoned RS-15 and Hoopers Bottom.

Cherry Blossom Downs PRD – 10.1 acres

Overview and comparison with Regulations for Zero-Lot Line Developments

Cherry Blossom Downs PRD is designed as a residential, zero-lot line development on 10.1 acres. The plans propose 52 dwelling units with a density of 5.1 dwelling units per acre. Each home will be on its own lot of record and sold fee simple. The PRD states that *homes developed within the subdivision 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 the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity*

The proposed lots have a minimum lot size of 5,200 square feet. Each single-family unit has a minimum of 1,450 square feet heated space, two bedrooms, and a 2-car, front entry garage. The homeowner's association will be put in place to maintain common areas.

The Zoning Ordinance standards for zero-lot line developments require a physical separation of the roof plane on attached dwellings. To review consistency of the zero-lot line standards, staff requested the developer provide 4 to 5 renderings in the PRD book. At the Planning Commission workshop on September 21st, the Planning Commission asked the developer to provide 2 elevations in 4 different colors at the workshop. In preparation for the public hearing, staff requested the design team provide the 2 elevations in 4 colorways, however the developer is only willing to include one elevation with the caveat that *The images above are meant to convey the general appearance and functionality of the homes.*

The single elevation has slight decorative accoutrements, such as a change in texture of the Hardi siding, addition/deletions of a shutter, addition/deletion of a sconce, or the addition/deletion of a gable.

Additionally, the Planning Commission requested the developer provide a new side elevation for the building sides that are oriented toward the front property lines on corner lots. However, contrary to the discussions at the Planning Commission workshop, the developer did not include a commitment to upgrade these elevations in the PRD book. Also not included on these front-oriented, side elevations are details that have been utilized on other PRD applications such as increased brick, wrap around porches, additional windows and shutters, decorative brickwork.

Section 33 of the Murfreesboro Zoning Ordinance gives the regulations for zero-lot line developments. Lots within the RS-A Type 1 (Zero Lot Line) development should have a minimum width of 30-feet and a minimum 3,000 square feet. Each unit shall be served by separate utility connections and every unit shall be located on a lot fronting, or adjacent to a public street right-of-way. The required front yard shall have a minimum 50% grass or landscape.

Section 33 also prohibits any portion of a structure to project over a property line including but not limited to chimneys, flues, fire boxes, belt courses, leaders, sills, pilasters, lintels, cornices, eaves, gutters, fire escapes, outside stairways, awnings, canopies, decks, railings, balconies, air conditioning units, heating and air units, satellite reception dishes, television antennae and the like.

Single family zero-lot line detached structures shall be provided an easement a minimum of 3-feet wide on the lot adjoining the zero-side yard line for construction and maintenance of the structure. The area within this easement shall be restricted to remain free and clear of obstructions that will limit the ability to use the easement for its intended purpose. The area within this easement may be graded to assure proper lot drainage to prevent damage from storm drainage to the structure.

The plans for this project state that the rear yards will be fenced and the tree line maintained between the subject property and the adjacent Tuscany PRD. A statement was added that says: *Existing trees along the western property line shall be maintained where applicable. Healthy, mature trees that die due to construction work shall be replaced with 4-inch caliper trees to reestablish any gaps in the tree row along that western property line.* Staff believes there are conflicts with the existing trees and the future grading for drainage improvements. Additional conflicts will be created because the use of public drainage easements are limited and managed by the City's Public Infrastructure Department and restrict the location of fencing. As this was a commitment made by the developer during the neighborhood meeting, there is a need to define a solution during the zoning process.

Transportation, Parking and Access:

The subject property has access to West Thompson Lane, a state highway and major arterial. The development plan has one direct connection to West Thompson Lane and connects to the future street network in the adjacent Kings Landing. Currently improvements with the Kings Landing Development add a turn lane for this project, however if those improvements do not happen, this project will be required to provide a left turn lane into the development. The subject property is creating a stub street to the adjacent Avery Smith parcel (Tax Map 058 Parcel 093.00).

Thompson Lane is identified on the Major Transportation Plan as a committed project to be upgraded to a 5-lane street section by the Tennessee Department of Transportation (TDoT). TDoT submitted a Transportation Planning Report for this segment of state Route 268 that can be found here (<https://www.tn.gov/content/dam/tn/tdot/documents/government-how-do-i-documents/Studies/StatewidePlanning/studies->

[Rutherford%20SR268ThompsonLanefromSR1toSR10PIN110349.pdf](#)). Additional right-of-way is needed for future improvements. The developer of this project will be required to participate in street improvements with fees in lieu of construction in accordance with city policies.

The street network within the proposed development consists of public rights-of-way. Staff requests the development be designed to avoid a long, linear street perpendicular to West Thompson Lane as these street designs create an opportunity for the City to manage speeding traffic within a residential neighborhood. It is more efficient to manage traffic speeds with street layout and design rather than with speed limits. Fast-moving traffic along long, straight streets is not congruent with local neighborhood activities.

Section 33. Regulations for Zero-Lot Line Developments in the Zoning Ordinance states that *the minimum right-of-way width for public streets in zero-lot line developments shall be 50-feet with a corresponding 36-foot street width*. Staff requested that if a reduction in right-of-way is desired, the developer must demonstrate to the Planning Commission that adequate on-street parking and/or off-street parking and suitable on-street circulation, e.g., off-street parking lots for visitor parking. The design team incorporated a parking lot with 14 spaces adjacent to the active area in response to this opportunity.

Purposes of Planned Develop District:

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
10. to encourage the revitalization of established commercial centers;
11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
12. to encourage design in the development of land that is of a higher quality than is possible

- under the regulations otherwise applicable to the property; and,
13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Exceptions

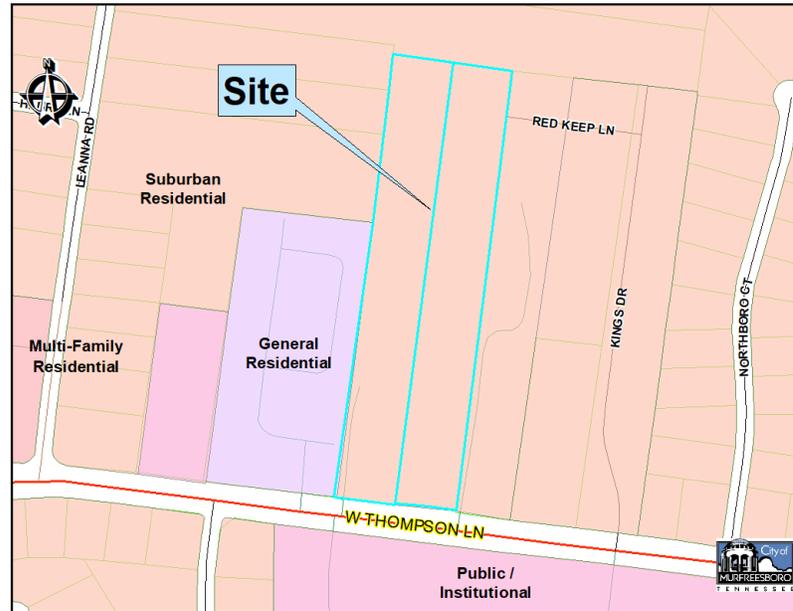
Exceptions must be specifically identified and requested in the application for a planned development. The Zoning Ordinance states the following regarding exceptions within planned developments:

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space 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 application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

The PUD book identify six exceptions on page 31 of the program book. They are:

1. Reduction to one of the minimum required front setback lines for all corner lots from 35-feet to 15-feet.
2. Reduction to the front setback from 35-feet to 25-feet for Lots 27 and 28.
3. Reduction to the rear setback from 20-feet to 15-feet for Lots 27 and 28.
4. Reduction to the required off-street parking spaces from 4-spaces to 2-spaces for Lots 27 and 28.
5. Reduction in the minimum required open space from 20%.
6. Reduction in the minimum required 50-foot right-of-way/ 33-feet of pavement to allow 42-foot rights-of-way/ 24-feet of pavement.

Existing Future Land Use Map



Suburban Residential Character (SR)

The existing Murfreesboro 2035 Future Land Use Map indicates that Suburban Residential character (SR) is most appropriate for the subject property. This community character classification varies from the Urban and Auto-Urban (General) residential character categories in that the character type includes small acreages, large lot estate development or may also be smaller lots clustered around common open space. Amenities may be passive recreation integrated into the master plan with an emphasis on bicycle, pedestrian, and greenway facilities.

Development Types:

The development type within the SR character area is detached residential dwellings.

Characteristics:

- There is accommodation of the automobile on sites; however, they are not the prominent view. Garages are typically integrated into the front and side of the home facades.
- Development options can be established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and buffering adjacent properties and roads as well as enhancing onsite amenities.
- This land use character typically lends itself to larger front yards with increased front setbacks.
- Street trees consistent with surrounding, established lots.
- Owner associations maintains stormwater management elements and open spaces.
- Typical density ranges from 1.0 to 4.5 (DU/ac), which aligns with the Zoning Ordinance's maximum gross densities RS-15 (2.9), RS-12 (3.63) and RS-10 (4.4).

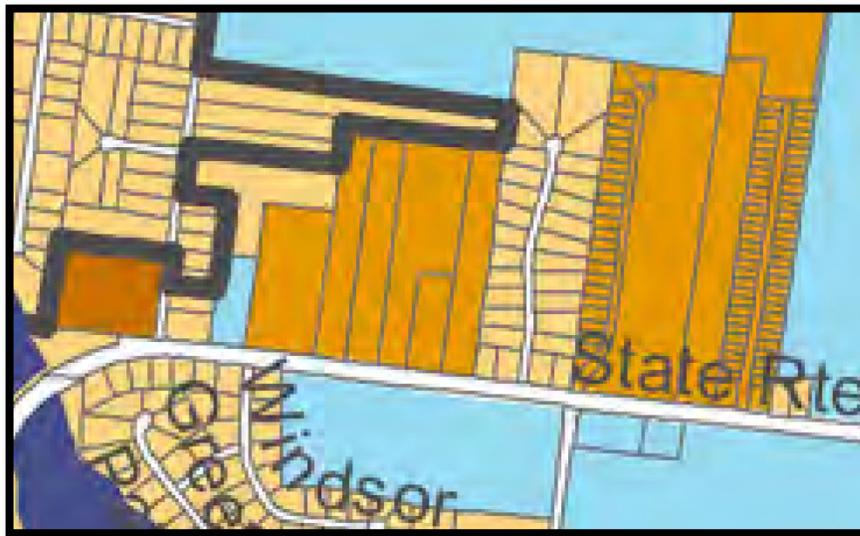
- Specific densities must be evaluated based on infrastructure and utility capacities and availability.

Comparison of existing FLU with the Cherry Blossom Downs development:

The characteristics of the Cherry Blossom Downs PRD are inconsistent with the approved Chapter 4 of the *Murfreesboro Comprehensive Plan* as the development type is not primarily single-family, attached, the density exceeds the maximum density for the SR character, and greater open space is not being dedicated in exchange for the smaller lot sizes, and the smaller lots are not buffered from adjacent properties and roads, and the amenities are not integrated into the master plan with an emphasis on bicycle, pedestrian, and greenway facilities.

The SR development does allow for smaller lot sizes; however, the additional open space is not devoted to maintaining the Suburban character and buffering adjacent properties. This development pushes the structures to the sides and rear of the property and has located the additional open space in the center of the site.

Proposed Future Land Use Map



AUTO-URBAN RESIDENTIAL CHARACTER (AUR)

The proposed *Murfreesboro 2035 Future Land Use Map* indicates that AUTO-URBAN RESIDENTIAL CHARACTER (AUR) is most appropriate for the subject property. This community character classification includes primarily detached residential dwellings as primary use; and allows attached housing types (subject to compatibility and open space standards, e.g., townhomes, zero-lot line/patio homes, and three-family structures); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc.

Development Types:

The development type within the SR character area is:

- ❖ Detached single-family residential – primary development type.
- ❖ Attached single-family residential – limited development type integrated within the overall plan.

Characteristics:

- Less openness and separation between dwellings compared to suburban character areas, due to size of parcel and proportion of building footprint to parcel;
- Automobile significantly influences the design and character of the dwelling.
- Landscape enhancements are relative to urban scale and land use.
- Cluster development where possible to create usable open space and/or protect area of significant natural, cultural, or historic value.
- Strong amenity packages with active recreation areas that serve all age groups including amenities such as playgrounds, pools, multi-modal paths, clubhouses, and neighborhood recreational opportunities.
- Emphasis on connectivity within the development.
- Street trees or front yard trees located near lot line to help integrate new development patterns into established communities.
- Single-family, detached located adjacent to existing neighborhoods with other development types located away from the existing neighborhoods. Lots on periphery sized consistent with the existing lots within of adjacent city neighborhoods.
- Typical density ranges are from 4.0 to 12 (DU/ac.)
- Specific densities must be evaluated based on infrastructure and utility capacities and availability.
- Any densities that exceed the city sanitary sewer allocation ordinance and resolution must be approved by City Staff and City Council.

Comparison of proposed FLU with the Cherry Blossom Downs development:

The characteristics of the Cherry Blossom Downs PRD are inconsistent with Chapter 4 of the *Murfreesboro Comprehensive Plan* as the development type is not primarily single-family, attached and it does not have a strong amenity package with active recreation areas that serve all age groups including amenities such as playgrounds, pools, multi-modal paths, clubhouses, and neighborhood recreational opportunities. Additionally, the zero-lot line development type is located adjacent to the single-family development type in Tuscany and doesn't size lots on periphery consistent with the existing lots within of adjacent city neighborhoods.

This development does allow for single-family, attached; however, it does not meet the *Criteria for Attached Residential Development in the AUR District*.

- 20% Maximum of developable area acreage can be dedicated to or designated as attached residential units;
- 40% Maximum of overall unit count can be attached residential units;
- Transitions for unit height and setback must be provided for single family attached development units adjacent to single-family detached residential land uses that limit height to no more than one floor height above existing single-family units and provide perimeter building setbacks 1.5 times the normal requirement;

Additionally, a PRD may exceed these criteria if additional benefits are provided through the dedication of public parks, facilities such as public schools, fire stations, libraries, preservation of historic or heritage sites, etc. Development of public infrastructure needed to serve the proposed development may not contribute toward exceeding criteria. This development is not providing a public benefit such as public, fire stations, libraries, preservation of historic or heritage sites.

Recommendation:

Staff would like the Planning Commission to consider the following items in its review of this request:

5. The proposed development type and characteristics are inconsistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
6. The proposed development type and characteristics are inconsistent with the proposed *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
7. The Developer proposes to utilize one elevation in the entire development
8. No commitment is made to enhance the side elevations on corner lots along the front property line.
9. The future conflicts between the existing tree line along the Tuscany PRD and this development
10. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PRD program book is included with the agenda materials. The Planning Commission should conduct a public hearing prior to formulating a recommendation to the City Council.



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: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: _____

PROPERTY OWNER: _____

Street Address or property description: _____

and/or Tax map #: _____ Group: _____ Parcel (s): _____

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

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

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

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

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

February 17, 2023

Margaret Ann Green
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Summary of Revisions to the Concept Plan and Rezoning Booklet
Cherry Blossom Downs PRD
Murfreesboro, TN
SEC No. 22288

Dear Margaret Ann,

This letter is to outline the revisions that have been made to the Concept Plan and Rezoning Booklet for Cherry Blossom Downs PRD. These revisions are based on comments from January 18, 2023, Planning Commission Workshop Meeting.

PRD book comments:

- Cover Page
 - Revised to add new submittal date.
- Page 8
 - Revised language to include Type 'A' Buffer along western boundary with Tuscany.
- Page 9
 - Revised concept plan to show Type 'A' Buffer along western boundary with Tuscany.
- Page 16
 - Inserted revised Enhanced Side Elevations with window shutters.
- Page 19
 - Revised language to include Type 'A' Buffer along western boundary with Tuscany.
 - Included Type 'A' Buffer evergreen planting example diagram.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-956-1989. My email address is rmolchan@sec-civil.com.

Sincerely,



Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.

CHERRY BLOSSOM DOWNS

A REQUEST FOR REZONING FROM SINGLE FAMILY RESIDENTIAL (RS-15) TO A PLANNED RESIDENTIAL DEVELOPMENT (PRD)

Murfreesboro, Tennessee



SEC, Inc.

SEC Project #22288



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Initial Submittal

August 18, 2022

Resubmittal

September 15, 2022 for September 21, 2022
Planning Commission Workshop Meeting

Resubmittal

September 27, 2022 for October 5, 2022
Planning Commission Public Hearing

Resubmittal

January 9, 2023 for the January 18, 2023
Planning Commission Workshop Meeting

Resubmittal

February 17, 2023 for the March 2, 2023
City Council Public Hearing



Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Rob Molchan / Matt Taylor
 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129

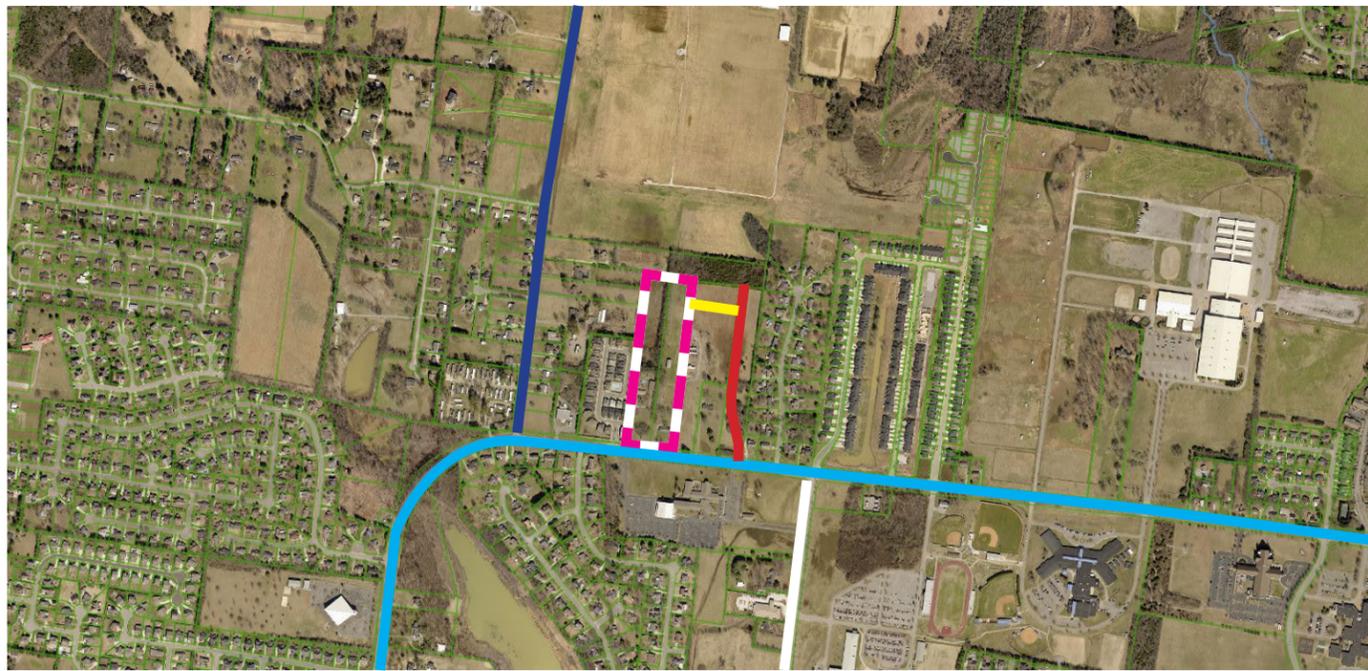


Company Name: BA Homes, LLC
 Profession: Developer
 Attn: Brian Burns
 Phone: (615) 405-5647
 Email: brian@bsky.email
 Web: www.bahomes.info

6 Public Square South
 Murfreesboro, Tennessee 37130

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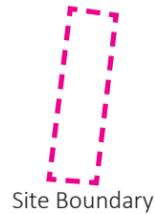
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AERIAL PHOTOGRAPH

Not To Scale

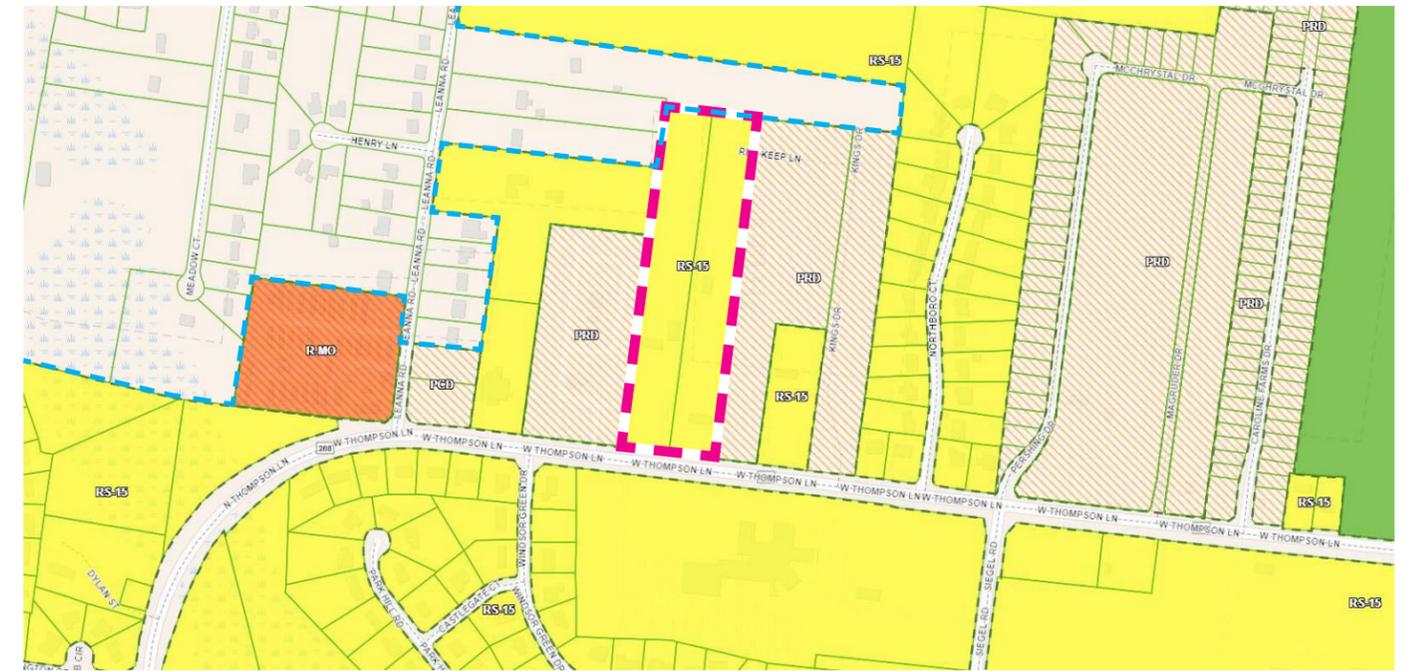
- West Thompson Lane
- Leanna Road
- Red Keep Lane
- Siegel Road
- Kings Drive



Site Boundary

BA Homes, LLC respectfully requests for rezoning of the Hartman and Richards property at 694 and 708 West Thompson Lane from Single-Family Residential (RS-15) to Planned Residential Development (PRD) to create Cherry Blossom Downs. The property is located along the northern side of West Thompson Lane and to the east of Leanna Road. The site is identified as Parcels 89.00 and 90.00 of Tax Map 58. Parcel 89.00 is approximately 5.10 acres, and Parcel 90.00 is approximately 5.00 acres for a combined acreage of approximately 10.10 acres.

The request for rezoning to PRD is to create Cherry Blossom Downs. The development will consist of 52 zero lot line single-family attached homes on 10.10 acres, for a density of 5.15 dwelling units per acre. All homes will be for purchase. The proposed lots shall have a minimum lot size of 5,200 sf, and the proposed homes will range in size from 1,450 sf. to 2,100 sf. of heated space. All homes will have a minimum of 2 bedrooms, and a minimum two car front entry garage with decorative garage doors. The home elevations will be constructed of masonry materials to add quality and character to the community. Each home will have front foundation landscaping beds and sodded front yards. Street lights shall be provided along all proposed streets to add character and continuity to the neighborhood. The entrance will incorporate signage on one side of the intersection at West Thompson Lane. The H.O.A. will maintain the common areas.



ZONING MAP

Not To Scale

- RS-15 Single-Family Residential (RS-15)
- R-MO Residential Mobile Home (R-MO)
- PRD Planned Residential Development (PRD)
- PCD Planned Commercial Development (PCD)
- RM Medium Density Residential (Rutherford County)
- Murfreesboro City Limits



Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east that is zoned RS-15 and PRD. The Land to the south is zoned RS-15, and the land to the east is zoned PRD. The land to the north is zoned RM in Rutherford County.

FUTURE LAND USE PLAN AMENDMENT



The Murfreesboro Future Land Use Plan Amendment proposes this area as Auto-Urban Residential (AUR). The character of this land use includes detached residential dwellings and attached residential with less openness and decreased separation between dwellings. Strong amenity packages with active recreational areas are highly encouraged with these developments. Density for this character ranges from 4.0 to 12.0 dwelling units per acre. Generally compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A3, R-D, PRD, PUD, and Public Institutional land uses.

The proposed development aligns with the Future Land Use Plan's classification for density, amenity package, dwelling type, and the RS-A1 zoning district within the Auto-Urban Residential land use.

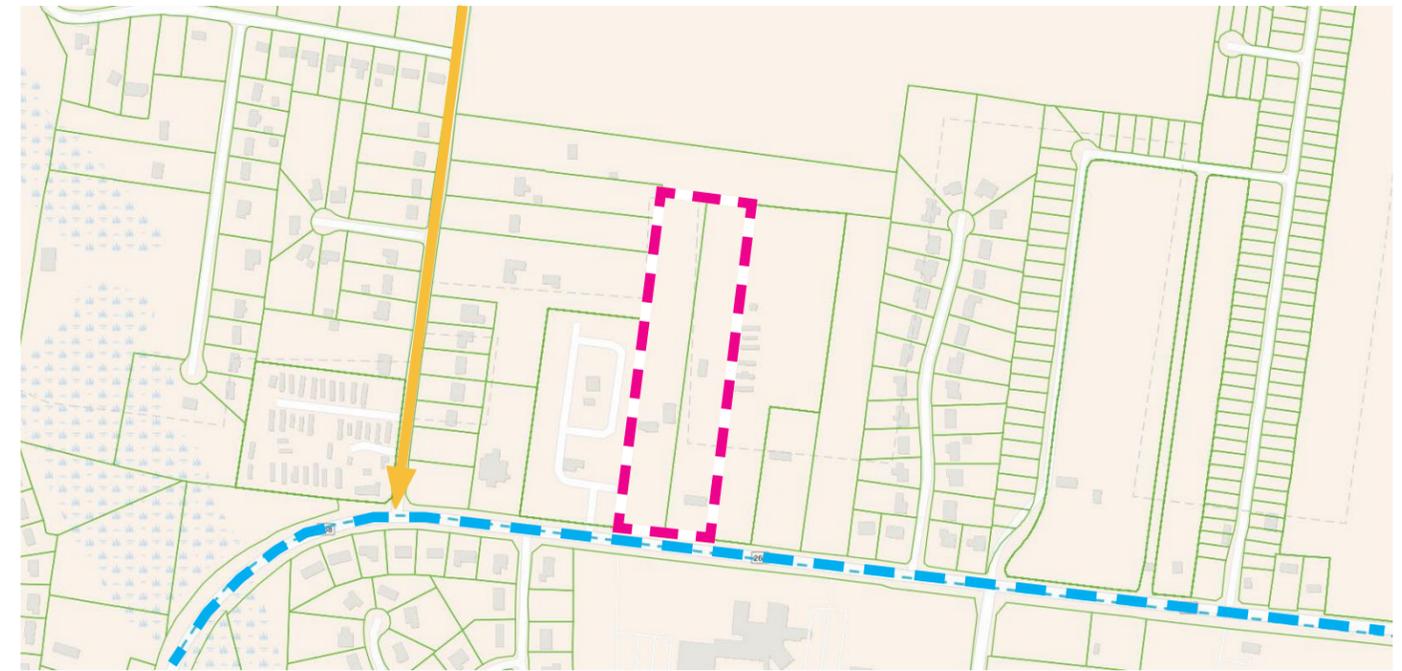


SUBDIVISION MAP

Not To Scale

- | | | |
|------------------|-------------------------------|--------------------------|
| Kings Landing | Tuscany | Blansett Meadows |
| Northboro | Leanna Pines Mobile Home Park | Northside Baptist Church |
| Generals Landing | Windsor Green | Bible Pathway Ministries |
| Caroline Farms | Henry Lane | Site Boundary |

Cherry Blossom Downs is surrounded by a mixture of residential subdivisions, and agricultural properties. Tuscany is a planned residential development to the west consisting of one to two-story single family detached homes with garages. The exterior elevations consist of primarily masonry materials, with a variation of materials between the first and second floors. There is one primary point of ingress/egress to the development from West Thompson Lane. Kings Landing is a planned residential development to the east consisting of two-story townhomes and two-story single-family detached homes. The exterior elevations consist primarily of masonry materials, with a variation of materials between the first and second floors. Kings Landing has two primary points of ingress/egress to the development from West Thompson Lane, as well as two proposed roadway stubs to the north and to the west. The stub to the west will tie in to the proposed PRD development. Windsor Green is a residential development to the southwest across West Thompson Lane. This development consists of one to two-story single-family detached homes that include side-entry garages. The exterior elevations consist of primarily brick with various other masonry materials accenting the elevations on the second floor of most units. There is one primary point of ingress/egress to the development from West Thompson Lane.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale

- | | | |
|--|------------------------------|---------------|
| | 3 LANE ROADWAY (RECOMMENDED) | Site Boundary |
| | 5 LANE ROADWAY (COMMITTED) | |

The property has/will have access to the existing 100- FT public right-of-way of West Thompson Lane through one entrance. West Thompson Lane is on the City of Murfreesboro’s 2040 Major Thoroughfare Plan and is slated to be improved to a 5-lane roadway. It is currently built as a two lane roadway without curb and gutters. If the roadway widening requires additional Right-of-Way, the project will dedicate any R.O.W. necessary for the widening project.



UTILITY MAP

Not To Scale

- WATER
- ← SEWER
- ← STORMWATER
- ELECTRIC
- REPURIFIED WATER

Site Boundary



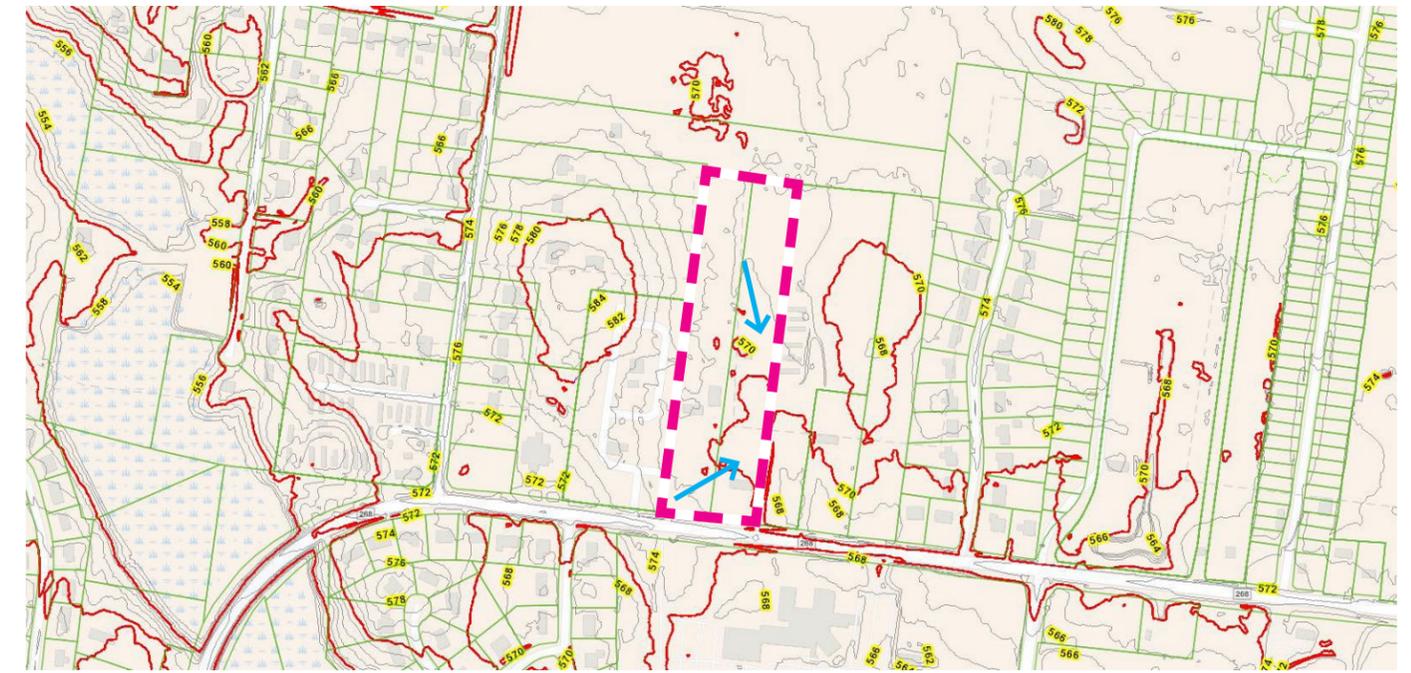
Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 20 inch ductile iron water line along West Thompson Lane. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 18" iron ductile line within the R.O.W. of West Thompson Lane. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. This development will adhere to the standards set forth in the Sewer Allocation Ordinance.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from the overhead lines along West Thompson Lane. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

*Each unit shall be served by separate utility connections for all utilities.



HYDROLOGY AND TOPOGRAPHY

Not To Scale

- ↘ WATER FLOW DIRECTION
- INTERMEDIATE CONTOURS
- INDEX CONTOURS

Site Boundary

The topographic map above shows the site's topographic high point generally at the northern property line and the southwest corner of the site. From these high points, the property drains towards the southeast and the northeast respectively. Stormwater from this site drains into an existing ditch along West Thompson Lane before ultimately ending up in Hooper's Bottom to the southwest of the site.

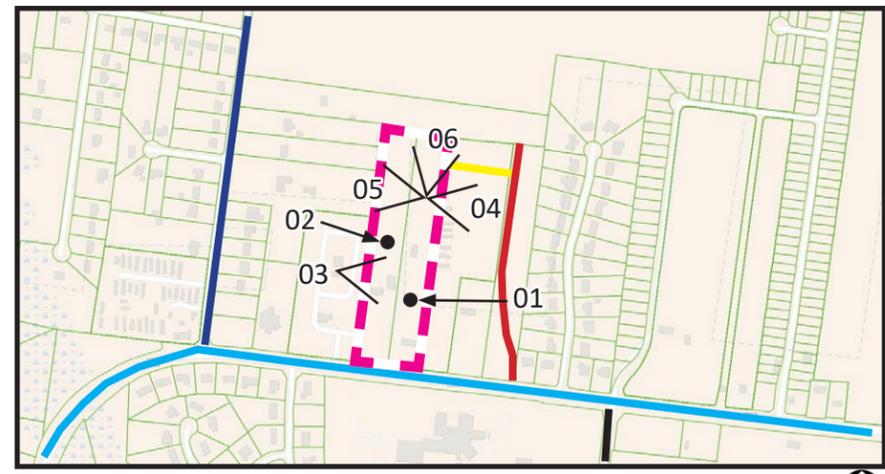
No portions of this property are within a floodplain or floodway per FEMA Flood Panel 47149C0145H eff. 01/04/2007.



-  West Thompspon Lane
-  Red Keep Lane
-  Kings Drive
-  Leanna Road
-  Siegel Road
-  Site

PHOTO DIRECTION MAP

Not To Scale 

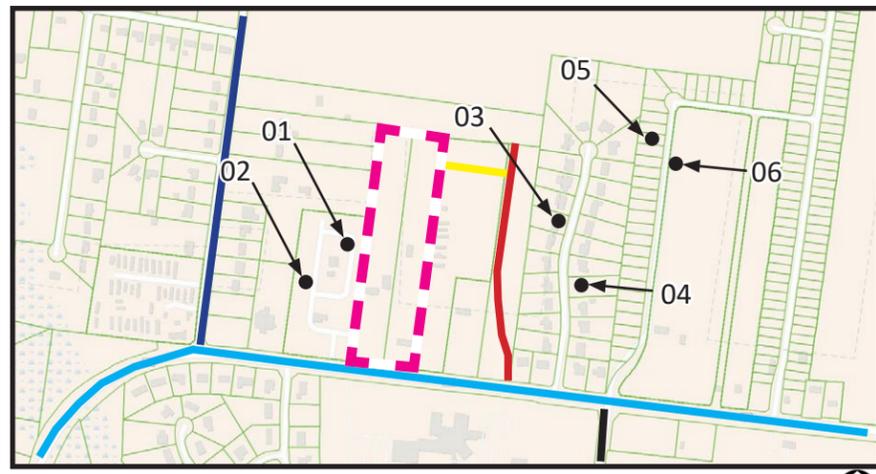


-  West Thompspon Lane
-  Red Keep Lane
-  Kings Drive
-  Leanna Road
-  Siegel Road
-  Site

PHOTO DIRECTION MAP

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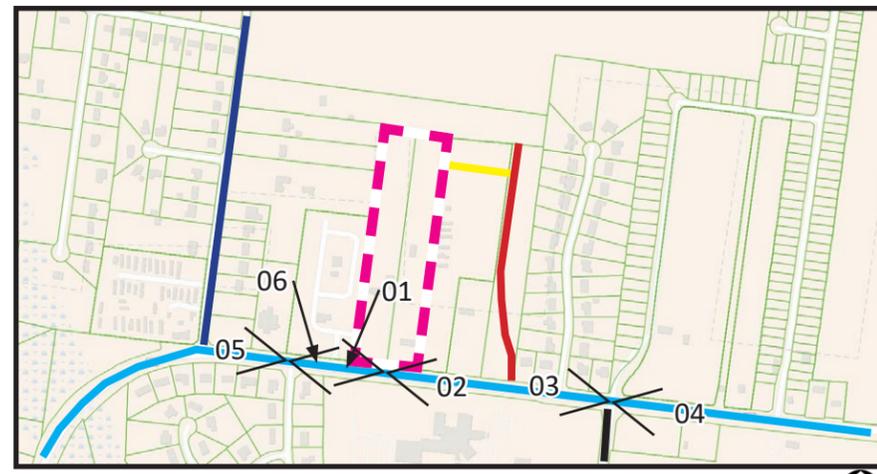




- West Thompspon Lane
- Red Keep Lane
- Kings Drive
- Leanna Road
- Siegel Road
- Site

PHOTO DIRECTION MAP

Not To Scale



- West Thompspon Lane
- Red Keep Lane
- Kings Drive
- Leanna Road
- Siegel Road
- Site

PHOTO DIRECTION MAP

Not To Scale



Development Standards:

- 52 zero lot line homes with 2 or more bedrooms
- The homes will be a minimum of 1,450 feet of living area
- Each home will be on its own lot of record, and sold fee simple
- Single-family attached homes developed within the subdivision 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 the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- Parking shall comply with City of Murfreesboro requirements (4 outside of the garage with each home) except for the Special Exception Lots 27 & 28, whose parking requirements shall be 2 spaces outside of the garage per the exceptions listed on Page 17.
- Parking provided within open space areas shall be private and maintained by the H.O.A.
- Each lot will have concrete driveways wide enough for 2 vehicles, and have a minimum width of 16 feet
- HVAC units will be located at the rear of each residence.
- All mechanical equipment (i.e. HVAC and transformers) to be screened or located at the rear of homes
- All on-site utilities will be underground
- Entrance off of West Thompson Lane will have new entrance signage constructed on masonry materials and anchored by landscaping
- Builder shall install sod and landscaping in front yards
- Builder shall install a front yard tree for each home
- A 10-ft wide Type 'A' landscape buffer shall be provided along the western perimeter of the site along the back of the proposed homes to screen views from neighboring properties. This buffer shall be located within a landscape easement and shall require a 3-year maintenance bond.
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- All streets will be public rights-of-way
- All streets have been designed to comply with Murfreesboro Street Standards
- Solid waste shall be handled via the Murfreesboro Solid Waste Department and carts shall be stored inside the garage of each home.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- Mail service will be provided via cluster box units (CBU)
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by an independent 3rd party management company
- H.O.A. will be managed by an independent 3rd party management company
- Front Setback: 35-feet
- Secondary Front Setback: 15-feet*
- Side Setback: 5-feet
- Rear Setback: 20-feet



EXAMPLE OF ENTRANCE SIGNAGE



EXAMPLE OF MAIL KIOSK

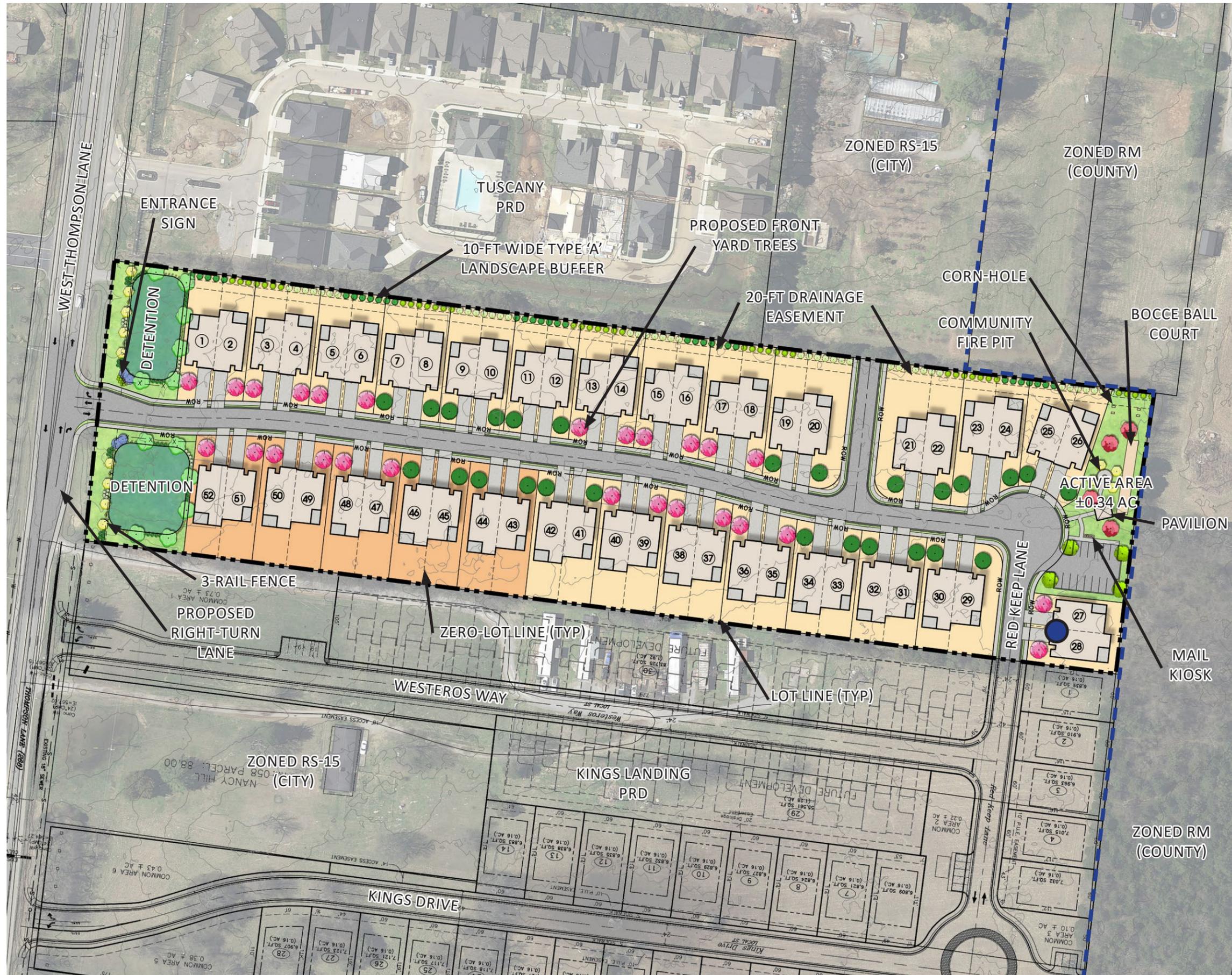


EXAMPLE OF STREET LIGHTING



EXAMPLE OF FRONTAGE LANDSCAPING

**Secondary Front Setback: Any front setback where a driveway or garage does not directly front onto the roadway.*



Site Data:

Total Land Area:	±10.10 Acres
Total Number of Units:	52 Units
Yield: 52 Units/10.10 Acres =	±5.15 Units/Acre
Total Open Space Provided:	±1.00 Acres (11%)
Active Area	±0.34 Acres (3%)
Stormwater (Detention)	±0.40 Acres (4%)
Open Space	±0.26 Acres (4%)

Minimum Lot Size:	5,200 Square Feet
Typical Lot Dimensions:	40' x 130'

Parking Requirements:

4 spaces/unit x 52 Units =	208 Spaces
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Parking Provided:

Driveway Spaces =	206 Spaces
Garage Spaces =	104 Spaces
Guest Parking Spaces =	14 Spaces
Total Parking Provided =	324 Spaces (+116)

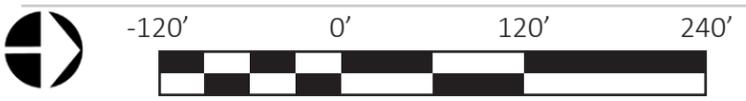
Length of New Roadway: ±1,307 Linear Feet

*In lieu of providing the required 20% open space, the site will be providing 3% of the site's developable area to a non-required active open space. This active space shall provide amenities for the site consistent with the standards in the Murfreesboro Design Guidelines.

- Proposed Homes
- 40' Wide Lots
- 42' Wide Lots
- Open Space
- Detention Pond
- Roadway
- Sidewalk/Driveway
- Special Exceptions Lots
- Murfreesboro City Limits

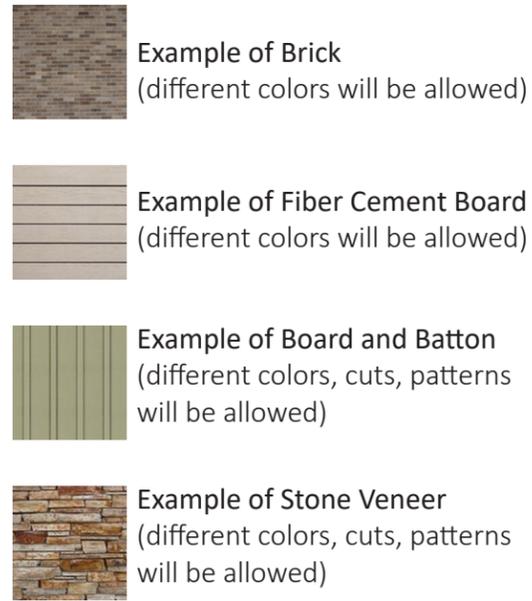


SEC Project #22288 Murfreesboro, Tennessee



Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1 or 2-story
- All units will have at least 2 bedrooms
- All the units will have eaves
- All units will have a patio area at the rear of the unit
- Patios will be screened with a 6-foot tall privacy fence between lots
- All attached homes will be located on individual lots of record
- All homes will have a 2 car front entry garages
- Front entry garages will have decorative carriage-style doors
- Garages will consist of 2 separate garage doors per unit
- Garage door color will compliment architecture
- All buildings will be comprised of alternating unit style and unit colors



Building Materials:

- Front Elevations: Predominately Fiber Cement Siding with Brick or Stone Water Tables
Cement Board Siding in the Dormers/Gables
- Side Elevations: Predominately Fiber Cement Siding with Brick or Stone Water Tables
- Rear Elevations: Predominately Fiber Cement Siding with Brick or Stone Water Tables
- All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



40-FT WIDE LOT LOCATIONS



42-FT WIDE LOT LOCATIONS



Setbacks Internal to the Site

- Front: 35-feet**
- Secondary Front*: 15-feet**
- Side: 5-feet
- Rear: 20-feet

Setbacks Internal to the Site

- Front: 35-feet**
- Secondary Front*: 15-feet**
- Side: 5-feet
- Rear: 20-feet



*Secondary Front Setback: Any front setback where a driveway or garage does not directly front onto the roadway.

**All front yards shall be required to provide at least 50% of their area towards lawn/landscape area



PRODUCT A-1 (FRONT ELEVATION)



PRODUCT B-1 (FRONT ELEVATION)



PRODUCT C-1 (FRONT ELEVATION)



PRODUCT D-1 (FRONT ELEVATION)

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



PRODUCT A-2 (FRONT ELEVATION)



PRODUCT B-2 (FRONT ELEVATION)



PRODUCT C-2 (FRONT ELEVATION)



PRODUCT D-2 (FRONT ELEVATION)

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



PRODUCT A-3 (FRONT ELEVATION)



PRODUCT B-3 (FRONT ELEVATION)



PRODUCT C-3 (FRONT ELEVATION)



PRODUCT D-3 (FRONT ELEVATION)

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



PRODUCT A-4 (FRONT ELEVATION)



PRODUCT B-4 (FRONT ELEVATION)



PRODUCT C-4 (FRONT ELEVATION)



PRODUCT D-4 (FRONT ELEVATION)

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



EXAMPLE OF LEFT SIDE ELEVATION



EXAMPLE OF RIGHT SIDE ELEVATION



EXAMPLE OF REAR ELEVATION

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

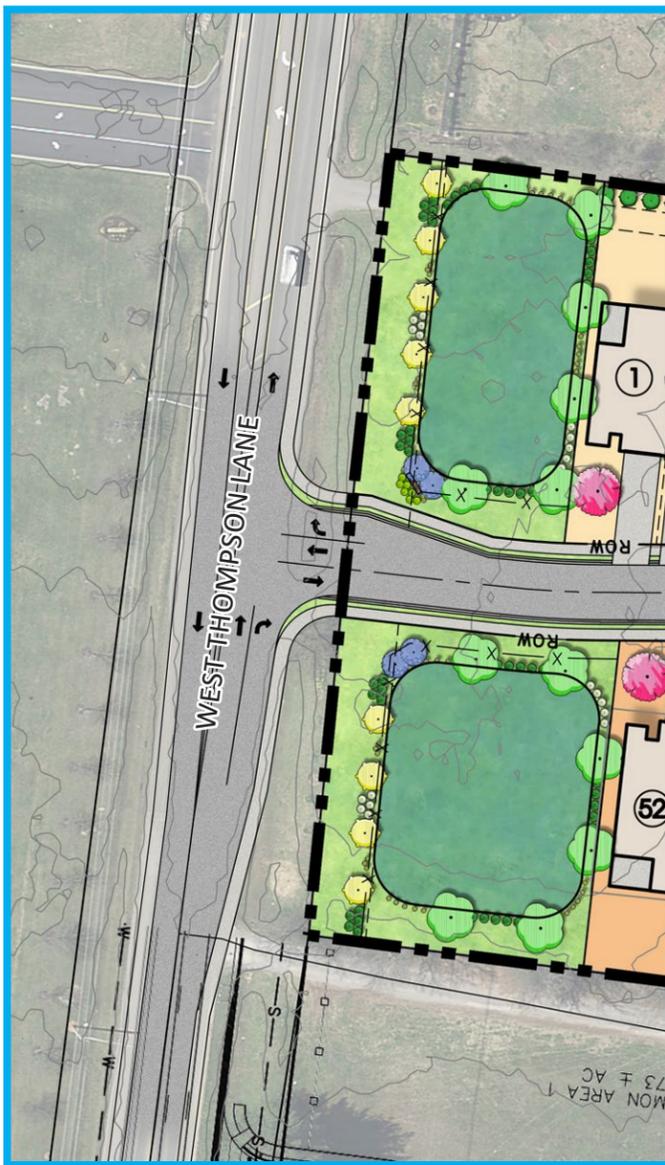
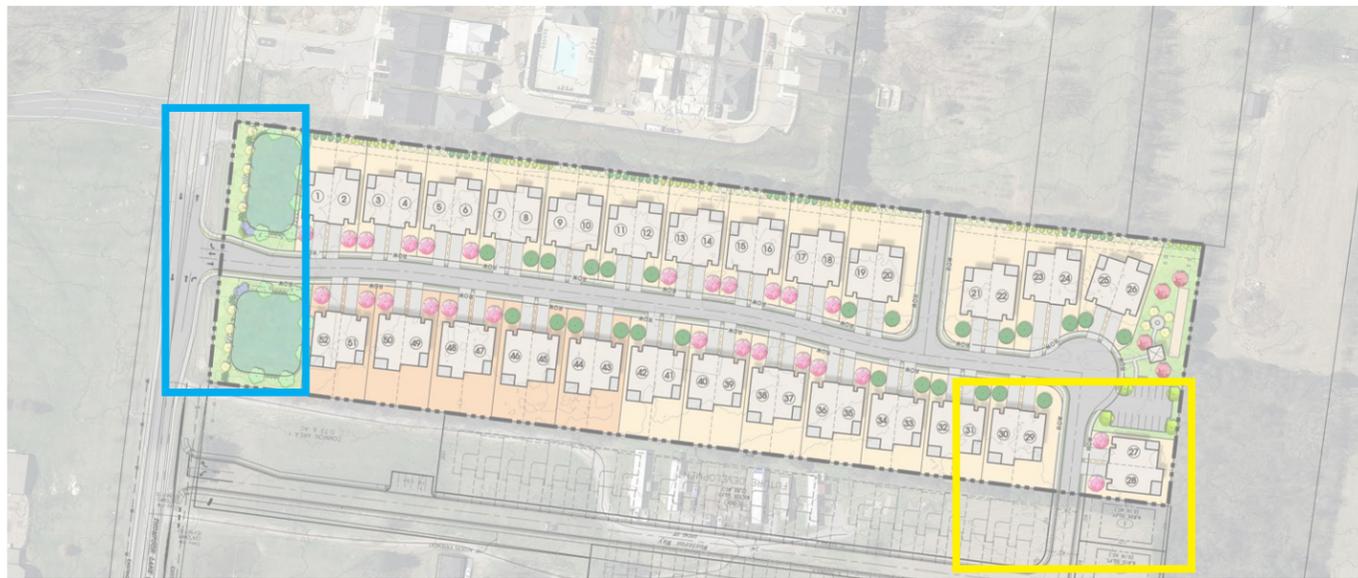


EXAMPLE OF ENHANCED LEFT SIDE ELEVATION FOR USE FACING A PUBLIC STREET (LOTS 1, 21, & 29)



EXAMPLE OF ENHANCED RIGHT SIDE ELEVATION FOR USE FACING A PUBLIC STREET (LOTS 20 & 52)

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

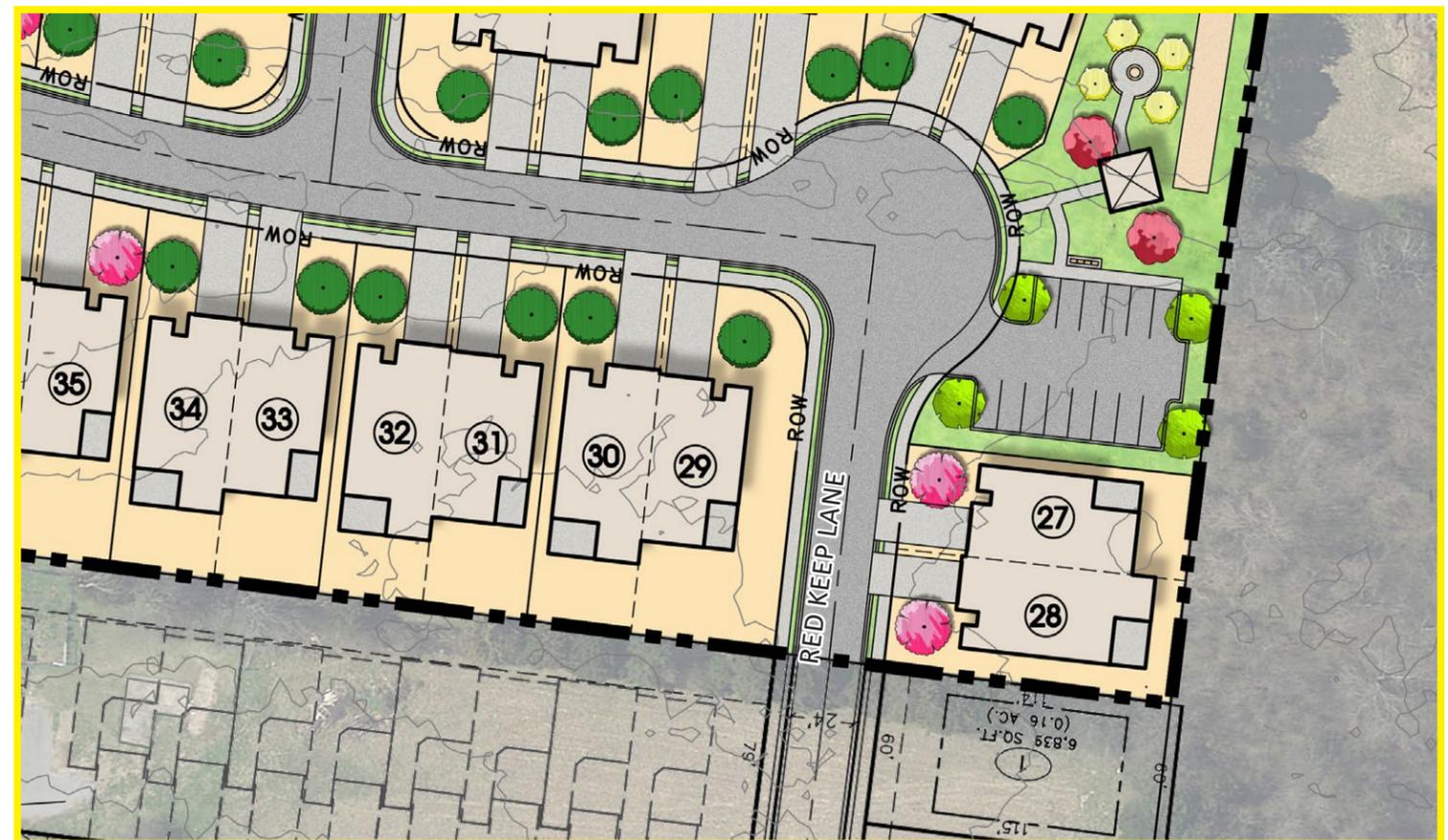
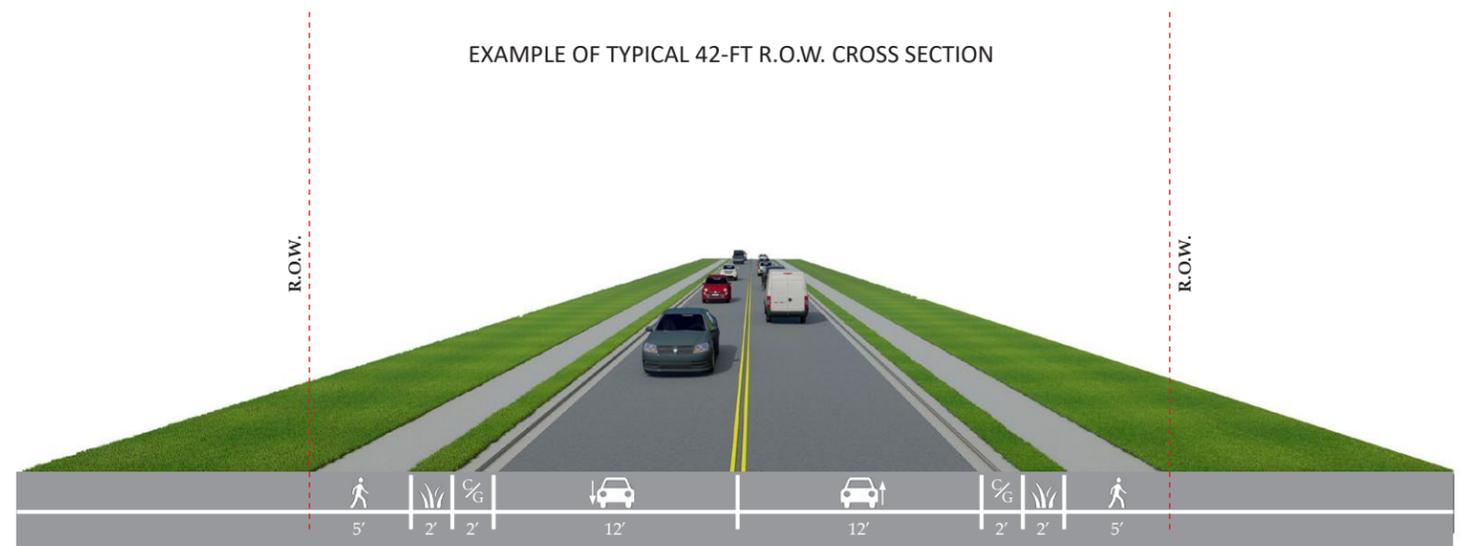


Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), West Thompson Lane is slated to be widened in the future. It is currently built as a 100-FT right-of-way with a 2-lane cross-section without curb and gutter or sidewalks on both sides of the roadway. It is planned to be improved from a 2-lane roadway to a 5-lane roadway with curb & gutter and sidewalks on both sides of the street. If the widening project has not begun at the time of construction, a dedicated right-turn lane shall be constructed along West Thompson Lane for traffic entering this development. This development will be dedicating the appropriate amount of R.O.W. to facilitate this expansion.

As stated above, the primary means of ingress/egress from this site will be onto West Thompson Lane. The entrance is proposed to incorporate three travel lanes for proper circulation into and out of the development onto West Thompson Lane. There will be a dedicated left and right out of the neighborhood, as well as single lane for traffic entering the development. The master plan has included a potential secondary means of ingress/egress from the development via the extension of Red Keep Lane from Kings Landing to the east. The illustration on the left shows the proposed connection to West Thompson Lane, and the illustration to the right shows the proposed extension of Red Keep Lane.

All streets within the development will be local city streets with a typical 42-foot R.O.W. cross-section. These streets will be built in accordance with the Murfreesboro Street Standards.

EXAMPLE OF TYPICAL 42-FT R.O.W. CROSS SECTION





LOCATION MAP - AMENITIES

Not To Scale

- A Cornhole Boards
- B Fire Pit
- C Pavilion
- D Bocce Ball Court

With this request, Cherry Blossom Downs will be dedicating over 1 acres (over 10% of the site) to open space. The open space areas will be comprised of active open space areas, detention areas, and the frontage area at the entrance along West Thompson Lane. Active open space areas around the development will offer such amenities as; corn-hole boards, a fire pit, a pavilion, and a bocce ball court. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. The West Thompson Lane entrance area will incorporate masonry signage and will be anchored with landscaping.



Example of Corn-hole Boards



Example of Community Fire Pit



Example of Amenities Area



Example of Pavilion



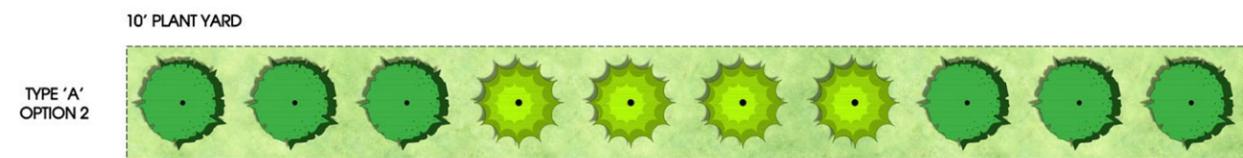
Example of Bocce Ball Court



Example of Detention Pond Plantings



Example of Detention Pond Plantings

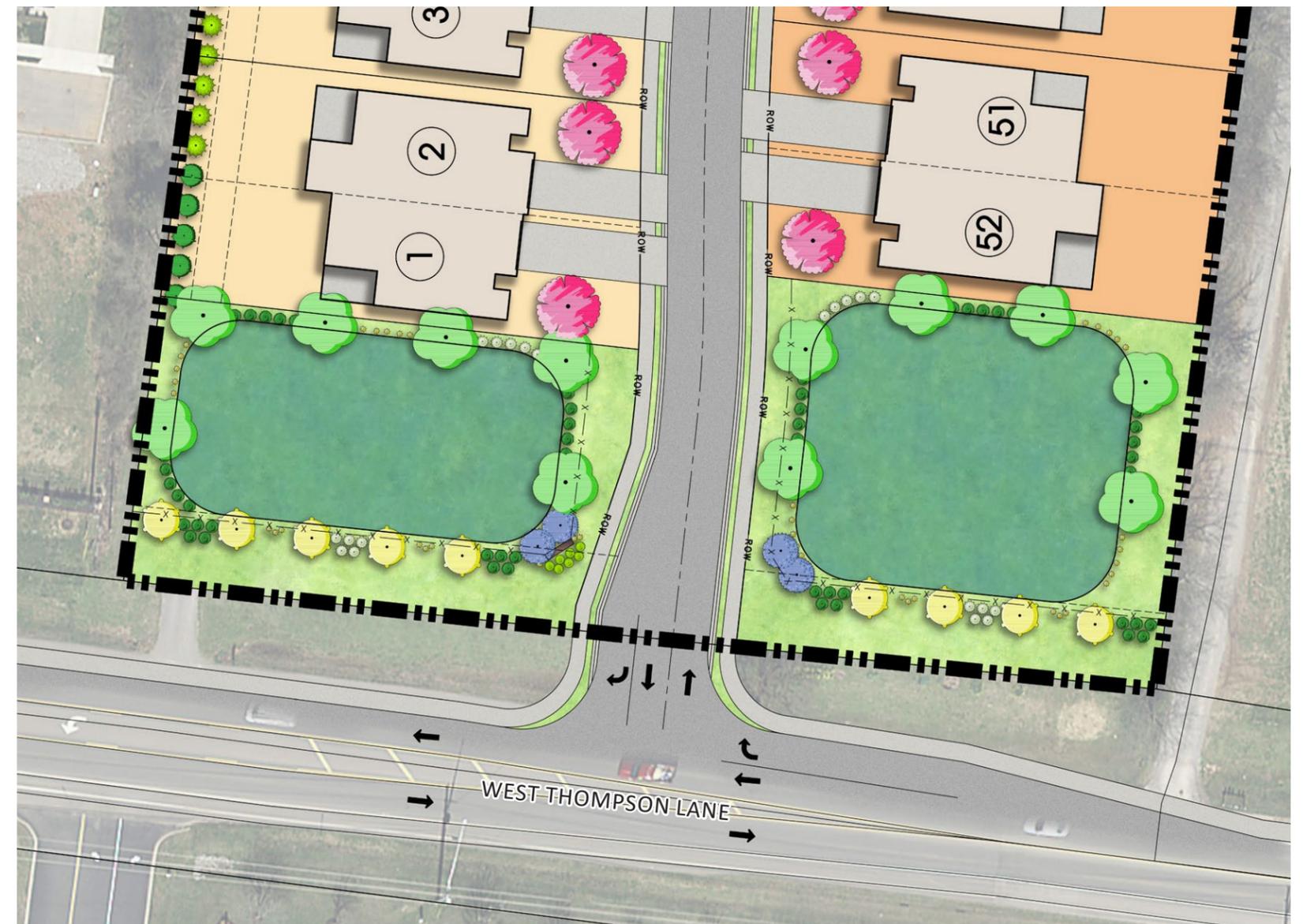


Example of 10-ft Wide Type 'A' Landscape Buffer

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

Landscaping Characteristics:

- A minimum 8-feet of landscape area between public parking areas and all property lines.
- Shrubs shall be planted between driveways of units which have a shared wall. These shrubs shall be planted via a shared landscaping agreement, and maintenance of said shrubs shall be the responsibility of both land owners.
- A 10-ft wide Type 'A' landscape buffer shall be provided along the western perimeter of the site along the back of the proposed homes to screen views from neighboring properties. This buffer shall be located within a landscape easement and shall require a 3-year maintenance bond.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Front yard trees shall be planted along the roads behind the sidewalk and shall be planted after construction of the house fronting onto the R.O.W. has been completed.
- The fronts and secondary fronts at the base of buildings will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.



1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits provided on Pages 3-7 address the required materials.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits provided on Pages 3-7 address the required materials. No portion of the property is subject to floodplains or floodways, and the site ultimately drains to Hooper’s Bottom to the southwest of the property.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits provided on Pages 3-7 address the required materials.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The exhibits shown on Pages 8-9 address the required materials.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The exhibits shown on Pages 8-9 address the required materials.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	435,360 s.f.
TOTAL MAXIMUM FLOOR AREA	109,200 s.f.
TOTAL LOT AREA	314,257 s.f.
TOTAL BUILDING COVERAGE	128,270 s.f.
TOTAL DRIVE/ PARKING AREA	85,306 s.f.
TOTAL RIGHT-OF-WAY	66,965 s.f.
TOTAL LIVABLE SPACE	350,054 s.f.
TOTAL OPEN SPACE	46,873 s.f.
FLOOR AREA RATIO (F.A.R.)	0.25
LIVABILITY SPACE RATIO (L.S.R.)	0.51
OPEN SPACE RATIO (O.S.R.)	0.71

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RS-15. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to compliment the development in this area.

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

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

Response: The project is anticipated to be developed in one phase.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Pages 8, 18, and 19.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PRD. (See Page 21)

SETBACKS	RS-A TYPE 1	PRD	DIFFERENCE
Front Setback	35.0'	35.0'	0.0'
Side Setback	5.0'	5.0'	0.0'
Rear Setback	20.0'	20.0'	0.0'
Minimum Lot Size	3,000 s.f.	5,200 s.f.	+2,200 s.f.
Minimum Lot Width	30'	40'	+10'

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Historic District (H-1), or Planned Signage Overlay District (PS). This property is located within the Airport Overlay District (AOD). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0145H Eff. Date 01/04/2007.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 17 discusses the Major Thoroughfare Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is BA Homes, LLC contact info for both is provided on cover.

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

Response: Pages 10-16 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 8 and a description is on Pages 4 and 8.

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	RS-A Type 1 District	Proposed PRD	Difference
Residential Density			
Maximum Gross Density (D.U./Acres)	14.50	5.15	-9.35
Maximum Number of Homes Allowed by Density	146	52	-94
Minimum Lot Area	3,000 SF	5,200 SF	+2,200 SF
Minimum Lot Width	30'	40'	+10'
Minimum Setback Requirements			
Minimum Front Setback	35'	35'	0'
Minimum Side Setback	5'	5'	0'
Minimum Rear Setback	20'	20'	0'
Land Use Intensity Ratios			
MAX FAR	None	None	NA
Minimum Livable Space Ratio	None	None	NA
Minimum Open Space Requirement	20%	11%	-9%
Minimum Active Area Requirement	NA	3%	NA
Max Height	35'	35'	0'
Parking Ratios (See Page 9 for Parking Calculations)	<u>Single-Family Attached Units:</u> 4.0 space per dwelling unit 1.1 space per bedroom in multi-bedroom units	Requesting that Special Exception Lots only be required to provide 2 parking spaces outside of garage, so long as they are located adjacent to a visitor parking area. All other parking shall abide by Chart 4 of the 2022 Zoning Ordinance	

REQUESTED EXCEPTIONS:

- Requesting that the front setback for Special Exception Lots 27 & 28 be reduced to have a 25-ft front setback instead of a 35-ft front setback.
- Requesting that the rear setback for Special Exception Lots 27 & 28 be reduced to have a 15-ft rear setback instead of a 20-ft rear setback.
- Requesting that Special Exception Lot 27 & 28 only be required to provide 2 parking spaces outside of garage, so long as they are located adjacent to a visitor parking area.
- Requesting that the secondary front setback* for corner lots (the side elevation without driveways that face a street) be reduced from 35-ft to 15-ft.
- Requesting an exception to the 20% open space requirement. In lieu of the 20% required open space, the site will be providing 11% open space with the addition of a non-required active open space to meet 3% of the site's total area.
- Requesting an exception to the 50-ft R.O.W. with 33-ft of pavement requirement. In lieu of this, the development will be providing 42-ft R.O.W. with 24-ft of pavement.

**Secondary Front Setback: Any front setback where a driveway or garage does not directly front onto the roadway.*

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2022

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Warren Russell
Chase Salas

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

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. Approve minutes of the September 7, 2022, Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the September 7, 2022 Planning Commission meeting; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2022

4. Public Hearings and Recommendations to City Council:

Zoning application [2022-422] for approximately 10.1 acres located at 694 & 708 West Thompson Lane to be rezoned from RS-15 to PRD (Cherry Blossom Downs PRD), BA Homes, LLC 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. Matt Taylor (design engineer) and Mr. Brian Burns (developer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones stated she was not in favor for the zoning application. There had not been much change on the elevations since the last meeting on September 21, 2022.

Mr. Brian Burns came forward stating he had only one week to make changes. However, he had added variations on dormers and a pitched roof.

Chair Kathy Jones opened the public hearing.

1. **Ms. Deborah Betancourt, 3405 Cortona Way** – has concerns with the proposed six exceptions. She requested for Planning Commission to uphold established standards for the proposed development.
2. **Ms. Michele Bass, 3509 Chianti Circle** – has concerns with this development endangering the existing tree line; and the development does not blend with the Tuscany development.
3. **Mr. Don Payne, 3416 Cortona Way** – opposes this development not being consistent with the existing homes in this area. He also asked for information regarding the proposed street to Leanna Road.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2022

4. **Mr. Mel Simpson, 3406 Chianti Circle** – has concerns with the number of exceptions requested. In addition, changes requested by the Planning Commission have not been made.
5. **Mr. Lance Ikard, 3437 Cortona Way** -opposes the rezoning application and said the proposed development is too dense.

Chair Kathy Jones closed the public hearing.

Mr. Matthew Blomeley explained the proposed future roadway connection from this development to Leanna Road and provided information on State's Thompson Lane widening project.

Mr. Matt Taylor explained that four of the exceptions would apply only to two dwelling units and the one exception related to the road width is proposed to help reduce vehicle speed. He agreed to improve the language in the pattern book regarding the preservation of the existing trees and would replace any trees where needed. Mr. Brian Burns stated he would continue working with staff on the design of the architectural elevations.

The Planning Commission requested that the applicant provide multiple elevations and that they be presented side-by-side so that it is easier to compare them.

There being no further discussion, Mr. Warren Russell moved to defer the zoning application indefinitely; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Warren Russell
Chase Salas

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 18, 2023

CITY HALL

1:00 PM

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Bryan Prince
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
Brad Barbee, Planner
Joel Aguilera, Planner
Gabriel Moore, Project Engineer
Jennifer Knauf, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Assistant City Manager

1. Call to order.

Chair Kathy Jones called the meeting to order at 1:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Consent Agenda:

Muirwood, Section 3, Phase 2 [2022-1027] preliminary plat for 30 lots on 14.9 acres located along Rucker Lane zoned RM/PRD in the unincorporated County and served as an outside the City sewer customer, 360 Development, LLC developer.

Kingdom Crest Commercial, Section 2 [2022-1029] preliminary plat for 5 lots on 13.5 acres zoned CH located along Veterans Parkway and Jack Byrnes Drive, Swanson Development, LP developer.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 18, 2023

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

4. Old Business:

Zoning application [2022-422] for approximately 10.1 acres located at 694 & 708 West Thompson Lane to be rezoned from RS-15 to PRD (Cherry Blossom Downs PRD), BA Homes, 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.

The Planning Commission and Staff discussed the architectural elevations and landscaping for this development. Chair Kathy Jones expressed her concerns about this proposal being reviewed for the third time and still not much had been changed with the elevations.

Mr. Rob Molchan (landscape architect) and Mr. Brian Burns (developer) were in attendance representing the application. Mr. Rob Molchan explained the improvements that been made to the four different elevations. Mr. Brian Burns came forward agreeing to provide a Type A landscaping buffer for this development along the western boundary.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to the applicant including a Type A landscaping buffer in an easement with a three-year landscaping bond and shutters to be added on the sides of structures that would be facing the roads; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JANUARY 18, 2023**

Aye: Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: Kathy Jones

5. GDO:

On Motion

Fountains at Gateway, Lot 1 [2022-2097] final plat for 1 lot on 5.1 acres zoned MU & GDO-3 located along Medical Center Parkway, City of Murfreesboro developer. Mr. Joel Aguilera presented 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.

There being no further discussion, Mr. Shawn Wright moved to approve the final plat subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Bryan Prince

Warren Russell

Chase Salas

Shawn Wright

Nay: None

ORDINANCE 23-OZ-05 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 10.1 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Cherry Blossom Downs PRD); BA Homes, LLC, applicant, [2022-422].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to 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 Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The 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:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

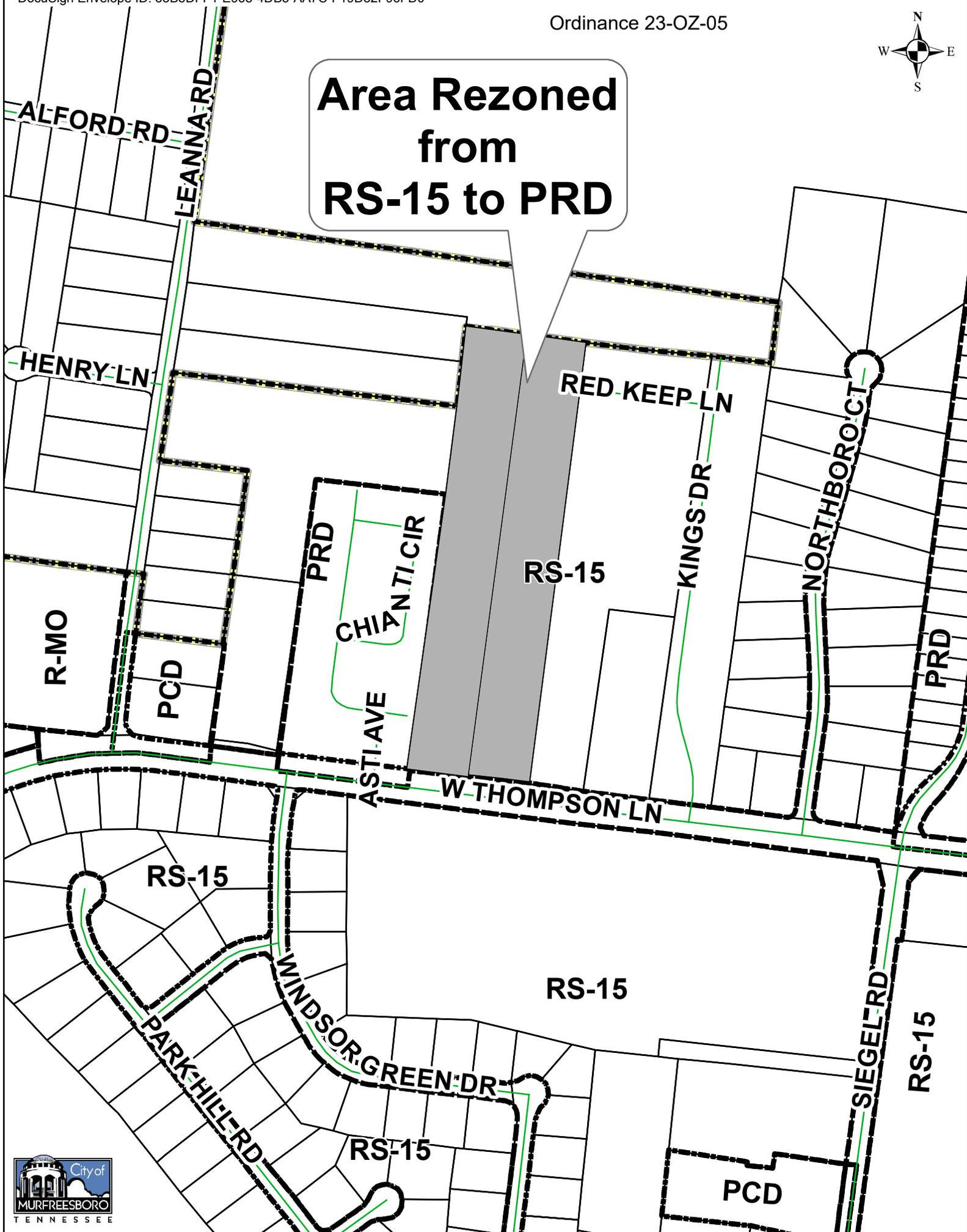
DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



Area Rezoned from RS-15 to PRD



COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Revised Study Area for Highway 99 Annexation

Department: Planning

Presented by: Marina Rush, Principal Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Revising the study area for the Highway 99 annexation, previously scheduled for a public hearing on April 6, 2023, to only include the Highway 99 right-of-way and to exclude the adjacent Rutherford County Schools parcels.

Staff Recommendation

Schedule public hearing for the revised annexation study area below on April 6, 2023.

Background Information

During its regular meeting on February 1, 2023, the Planning Commission conducted a public hearing on the item listed below. Included in the study area at that time was approximately 3,600 linear feet of Highway 99 right-of-way (ROW) as well as the Rutherford County Schools parcels on each side of the highway. After the public hearing, the Planning Commission discussed this matter and then voted to recommend annexation of the entire study area. On February 16, 2023, Council scheduled a public hearing for the entire study area, including the adjacent County Schools parcels. Written consent from the property owner is required to annex property. In the time since the Planning Commission voted to make its recommendation, Staff has learned that Rutherford County will not be providing written consent to annex these two school parcels. As such, consistent with what is allowed by State law, Staff is recommending that the study area be revised to only include the Highway 99 ROW and to exclude the adjacent County Schools parcels.

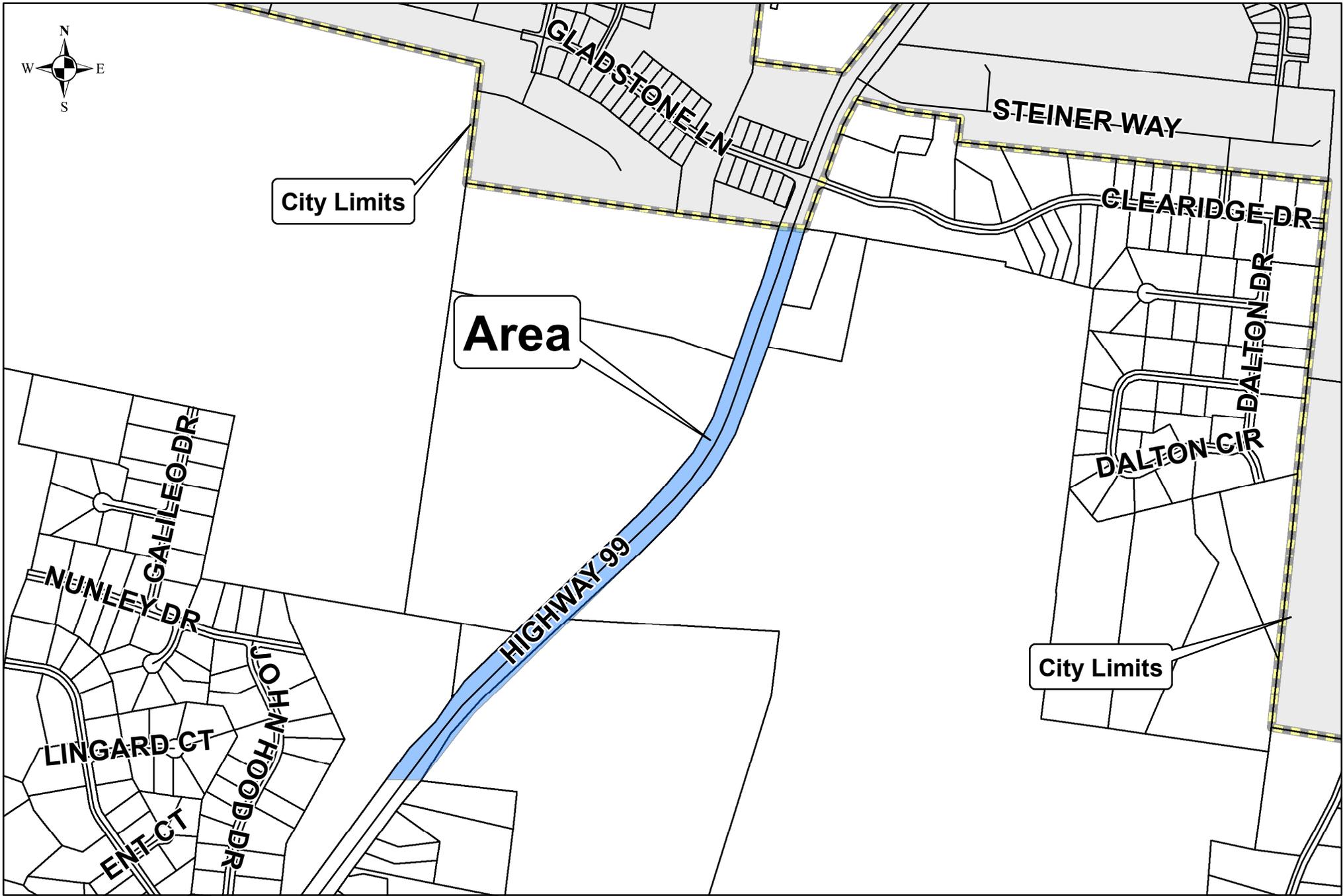
- a. Annexation petition and plan of services [2023-501] for approximately 3,600 linear feet (approximately 12 acres) of Highway 99 right-of-way south of Clearidge Drive, City of Murfreesboro applicant.

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:

Map for annexation petition for approx. 12 acres of Highway 99 ROW



Annexation Request for Highway 99 Right-of-Way



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

COUNCIL COMMUNICATION

Meeting Date: 3/02/2023

Item Title: Design for Maintenance of Runway Murfreesboro Municipal Airport

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

Barge Design Solutions Work Authorization for the design of the Stopway at the end of the displaced Runway 36.

Staff Recommendation

Approve the Barge Design Solutions Work Authorization for the design of a Stopway at the end of the displaced Runway 36.

Approve reallocation of \$550,000 in funding to the Airport Pavement Maintenance project.

Background Information

This summer the Airport will close for several weeks to conduct a major pavement repair and maintenance project. A critical item included in this project will be the displacement of the threshold for Runway 36 decreasing the length of the runway to 4,550 feet. The displaced threshold will remain in this location for an estimated period of five years.

During that time the Airport will address the trees that have been identified in the various approaches to that runway. To compensate for the loss of paved surface, especially for some of the corporate type aircraft, a 250-foot paved Stopway must be added for use should aircraft overrun the end of the runway.

The design and eventual construction of the Stopway will require 100% local funding. The proposed design work by Barge is estimated to be \$48,585 and it is proposed by \$550,000 be reallocated from the Airport Taxiway Echo CIP funding for the costs of the Airport repaving project.

Council Priorities Served

Responsible Budgeting

Proper maintenance of the City's critical infrastructure, such as the Airport, is necessary to assure the infrastructure remains in safe condition and can provide maximum utilization.

Fiscal Impact

Funding is provided in the FY21 and FY22 CIP.

Attachments

1. Barge Design Solutions, Inc. Professional Services Agreement
2. Airport pavement repair phasing plan
3. CIP Transfer Form

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of _____ by and between City of Murfreesboro, Tennessee (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: Runway 18 Stopway Design
 Location: Murfreesboro Municipal Airport
 Description of Project: Design of 200' Long Stopway at the end of Runway 18

I. PROFESSIONAL SERVICES: BARGE agrees to perform the following Basic Services under this contract:

The Engineer will prepare plans and specifications for construction of a 200' long Stopway to be incorporated into the Runway 18-36 Seal Coat and Marking plans. The cost of the design and construction of the stopway will be funded locally and not by the Tennessee Department of Transportation or Federal Aviation Administration. Drawings shall include, but not be limited to the following:

- Existing Conditions and Demolition Plan
- Site Layout Plan - Stopway
- Grading and Drainage Plan - Stopway
- Underdrain Plan - Stopway
- Erosion and Sediment Prevention Control Plan (ESPC) - Stopway
- Stopway Plan and Profile
- Stopway Pavement Typical Section and Details
- Stopway Marking Plan and Details
- Threshold Lighting Relocation Plan
- Electrical Details

The Engineer will subcontract surveying and geotechnical services (proposals attached).

II. COMPENSATION: Client shall compensate Barge for the Basic Services as follows:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee \$		or Maximum Fee \$
<input checked="" type="checkbox"/>	Lump Sum	\$ <u>48,585</u>	
<input type="checkbox"/>	Percentage of Construction Cost	%	Estimated Fee \$
<input type="checkbox"/>	Other (specify)		

In addition, **Client** shall pay **Barge** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule.

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.
- IV. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **Barge** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **Barge**. The parties further agree that **Barge** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **Barge** pursuant to this Agreement are instruments of professional service. **Barge** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **Barge** shall be at **Client's** sole risk and without liability to **Barge**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **Barge** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **Barge** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **Barge** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **Barge** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **Barge**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **Barge's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **Barge's** services under this Agreement from any cause or causes shall not exceed the amount of **Barge's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Murfreesboro, Tennessee	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:

Tax I.D. Number:

Approved to form:

Adam F. Tucker, City Attorney

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

January 30, 2022

Project Number:

3741906

TAD Number N/A
MBT RUNWAY 18 STOPWAY 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	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)		0	\$68.94	\$0.00	
C. CIVIL ENGINEER (CE)		0	\$51.04	\$0.00	
D. ENGINEERING INTERN (EI)		0	\$27.41	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$71.39	\$0.00	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$39.84	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$32.52	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:				\$0.00	
COMBINED OVERHEAD:				210.36%	\$0.00
J. DOCUMENTS	SETS	0	\$0.10	\$0.00	
K. SHIPPING	SETS	0	\$15.50	\$0.00	
L. TRIPS	MILES	100	\$0.655	\$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):				0.35%	\$0.00
TOTAL PROJECT DEVELOPMENT PHASE:					\$0.00
2. DESIGN PHASE					
A. PRINCIPAL (P)		0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)		25	\$68.94	\$1,723.50	
C. CIVIL ENGINEER (CE)		54	\$51.04	\$2,756.34	
D. ENGINEERING INTERN (EI)		68	\$27.41	\$1,863.88	
E. ELECTRICAL ENGINEER (EE)		10	\$71.39	\$713.90	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		88	\$39.84	\$3,505.92	
J. SECRETARIAL/TYPIST (S)		4	\$32.52	\$130.06	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
DESIGN PHASE DIRECT LABOR:				\$10,693.60	
COMBINED OVERHEAD:				210.36%	\$22,495.06
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	\$0.00	
R. TOTAL PLAN SHEETS (FINAL)	SETS	0	\$2.50	\$0.00	
S. SHIPPING (FINAL)	SETS	0	\$40.00	\$0.00	
T. TRIPS	MILES	100	\$0.655	\$0.00	
U. FLIGHTS		0	\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE		0	\$11.25	\$0.00	
DESIGN PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$33,188.66
OPERATING MARGIN:				15%	\$4,978.30
FCCM (APPLIED TO DIRECT LABOR ONLY):				0.35%	\$37.43
TOTAL DESIGN PHASE:					\$38,204.00

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	\$87.34		\$0.00
B. PROJECT MANAGER (PM)					0	\$68.94		\$0.00
C. CIVIL ENGINEER (CE)					0	\$51.04		\$0.00
D. ENGINEERING INTERN (EI)					0	\$27.41		\$0.00
E. ELECTRICAL ENGINEER (EE)					0	\$71.39		\$0.00
F. ARCHITECT(A)					0	\$70.61		\$0.00
G. SENIOR AVIATION PLANNER (SAP)					0	\$54.11		\$0.00
H. ENVIRONMENTAL PLANNER (EP)					0	\$52.94		\$0.00
I. DESIGNER/DRAFTING (D)					0	\$39.84		\$0.00
J. SECRETARIAL/TYPIST (S)					0	\$32.52		\$0.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.86		\$0.00
BID PHASE DIRECT LABOR:								\$0.00
COMBINED OVERHEAD:				210.36%				\$0.00
L. DOCUMENTS SETS				200		\$0.10		\$0.00
M. SHIPPING						\$40.00		\$0.00
N. TRIPS MILES				100	0	\$0.655		\$0.00
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):				0.35%				\$0.00
TOTAL BID PHASE:								\$0.00
4. CONSTRUCTION PHASE								
A. PRINCIPAL (P)					0	\$87.34		\$0.00
B. PROJECT MANAGER (PM)					0	\$68.94		\$0.00
C. CIVIL ENGINEER (CE)					0	\$51.04		\$0.00
D. ENGINEERING INTERN (EI)					0	\$27.41		\$0.00
E. ELECTRICAL ENGINEER (EE)					0	\$71.39		\$0.00
F. ARCHITECT(A)					0	\$70.61		\$0.00
G. SENIOR AVIATION PLANNER (SAP)					0	\$54.11		\$0.00
H. ENVIRONMENTAL PLANNER (EP)					0	\$52.94		\$0.00
I. DESIGNER/DRAFTING (D)					0	\$39.84		\$0.00
J. SECRETARIAL/TYPIST (S)					0	\$32.52		\$0.00
K. RESIDENT PROJECT REP. (RPR)					0	\$33.86		\$0.00
CONSTRUCTION PHASE DIRECT LABOR:								\$0.00
COMBINED OVERHEAD:				210.36%				\$0.00
J. DOCUMENTS SETS				0		\$0.10		\$0.00
K. SHIPPING						\$40.00		\$0.00
L. TRIPS MILES				100	0	\$0.655		\$0.00
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):				0.35%				\$0.00
TOTAL CONSTRUCTION PHASE:								\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT								
PROJECT DEVELOPMENT PHASE					\$0.00	0%		
DESIGN PHASE					\$38,204.00	100%		
BID PHASE					\$0.00	0%		
CONSTRUCTION PHASE					\$0.00	0%		
							TOTAL SECTION A:	\$38,204.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES								
1. SURVEY (CIA ENGINEERS - SUBCONSULTANT)								\$2,496.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (ATHENA ENGINEERING AND ENV. SUBCONSULTANT)								\$7,885.00
3. DBE PLAN UPDATE & REPORTING								
							TOTAL SECTION B:	\$10,381.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):								\$48,585.00



... 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:	
Airport Taxiway Echo	\$ (550,000.00)	Airport Pavement Maintenance	\$ 550,000.00
_____		_____	
_____		_____	
_____		_____	
TOTAL TRANSFER	\$ (550,000.00)	TOTAL TRANSFER	\$ 550,000.00

Explanation: It has been requested that funds be transferred from the Airport Taxiway Echo project to the Airport Pavement Maintenance project. The Taxiway Echo project will not move forward and the funds transferred will be used to cover the cost of the construction of a stopway at the Airport. This will be constructed during the Airport shutdown for pavement repairs and maintenance.

[Signature] _____ 2-23-23 _____
 Budget Director Signature Date

Vicki J. Massey _____ 02/23/2023 _____
 Reviewed by Finance Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> _____ City Manager
Declined	<input type="checkbox"/>	<u>2.23.23</u> _____ Date

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

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Purchase of New Truck

Department: Fire Rescue

Presented by: Chief Mark McCluskey

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Purchase of GMC Sierra Truck for the Fire Rescue Department.

Staff Recommendation

Approve the purchase of a GMC Sierra Truck from Wilson County Motors.

Background Information

MFRD desires to purchase a 2023 GMC Sierra truck from Wilson County Motors, LLC. This vehicle will be used by frontline personnel for response. The current vehicle being used for response will be passed to other personnel and a 1995 Crown Vic will be given to Fleet to be placed on GovDeals. Three quotes were obtained, and Wilson County Motors proved to be the lowest quote.

Council Priorities Served

Maintain Public Safety

Provides personnel with a reliable vehicle to perform their duties.

Fiscal Impact

This expenditure, \$32,603, is funded by the American Rescue Plan Act.

Attachments

Wilson County Motors Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF 2023 GMC SIERRA 2500HD**

This Contract is entered into and effective as of _____ (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Price Quotation dated March 31, 2022, from Wilson County Motors, LLC. for One (1) 2023 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149” Pro truck with optional equipment as listed on quote, hereinafter referred to as “Contractor’s Quote”***
- ***Any properly executed amendments to this Contract.***

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 Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Finally, the Contractor’s Quote dated March 31, 2022.***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicle with optional equipment as set forth in the Contractor’s Quote for One (1) 2023 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149” Pro truck with optional equipment.

2. **Term.** The term of this Contract shall be for six (6) months from the Effective Date. 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 Contract. 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 Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate this Contract. 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 this Contract immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) 2023 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro truck with optional equipment as listed reflecting a **Total Purchase Price of Thirty-Two Thousand, Six Hundred Two Dollars and Sixty-Six Cents (\$32,602.66)**. Any compensation due Contractor under this Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in this Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Fire Rescue Department shall be made within 180 days of issuance of Purchase Order to Attn: Tim Swann– Fire Rescue Department – 220 NW Broad St., Murfreesboro, TN 37130. Contact Person Tim Swann (tel.615-713-7607; email: tswann@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.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.

5. **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 Contract, 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 (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) 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 Contract 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC
Sabrina Edwards
903 S. Hartman Dr.
Lebanon, TN 37090
Phone: (615) 444-9642
sabrina@wilsoncountyauto.com

7. **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.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, 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 subcontractors 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 subcontractors 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 subcontractors to employ and advance in employment qualified individuals with disabilities.

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract.
16. **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 Contract, 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.
17. **Debarment and Suspension.**
 - a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.

- c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR 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 (Non-procurement),” 2 CFR Part 180. The Contractor 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:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Contract, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** If the contract amount exceeds \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer

or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. 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 contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

20. **Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

22. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

23. **Assignment.** The provisions of this Contract 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 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 does not release Contractor from its obligations hereunder

24. **Integration.** This Contract and the Contractor's Quote identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
25. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
26. **Governing Law and Venue.** The validity, construction and effect of this Contract 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 Contract may only be filed in the courts of Rutherford County, Tennessee.
27. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
28. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, 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.
29. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____,
(the "Effective Date").

CITY OF MURFREESBORO

Wilson County Motors, LLC

By: _____
Shane McFarland, Mayor

By: _____
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

800812698

2023 Double Cab Cardinal Red

Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro



order # BRmVJ2



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Sabrina Edwards

Wilson County Motors

615-444-9642

Sabrina@wilsoncountyauto.com

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Data Version: 16134. Data Updated: Mar 31, 2022 1:53:00 AM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$40,853.60	\$44,600.00
Total Options	(\$9,945.94)	\$1,255.00
Vehicle Subtotal	\$30,907.66	\$45,855.00
Destination Charge	\$1,695.00	\$1,695.00
Grand Total	\$32,602.66	\$47,550.00

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Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
TK20753	2022 GMC Sierra 2500HD 4WD Double Cab 149" Pro	\$40,853.60	\$44,600.00

COLORS

CODE	DESCRIPTION
G7C	Cardinal Red (Available at extra charge.)

BODY CODE

CODE	DESCRIPTION	VQ2	MSRP
E63	Pickup bed includes bed assist step (STD)	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) Included and only available with TC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels, or TK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	Inc.	Inc.

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00

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Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
1SA	Pro Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	VQ2	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00	\$0.00

SPARE TIRE

CODE	DESCRIPTION	VQ2	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.	Inc.

PAINT

CODE	DESCRIPTION	VQ2	MSRP
G7C	Cardinal Red (Available at extra charge.)	\$435.60	\$495.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

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Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (✔ Complete)

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
ZLQ	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailinging with heated upper glass; (Not available with (PCI) Convenience Package. Note: (DBG) outside power-adjustable vertical trailinging with heated upper glass can be upgraded to (DWI) trailer mirrors.)	\$668.80	\$760.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
DBG	Mirrors, outside power-adjustable vertical trailinging with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Included and only available with (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	Inc.	Inc.
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package, (ZLQ) Fleet Convenience Package or (RGE) 1SA Safety Confidence Package.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet Processing Option	\$0.00	\$0.00

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Vehicle: [Fleet] 2022 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	SWC adjustment	(\$2,616.00)	\$0.00
Gov Asst	Government Assistance	(\$8,600.00)	\$0.00
Increase	2023 options increase	\$165.66	\$0.00
Options Total		(\$9,945.94)	\$1,255.00

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COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Purchase 2023 LiDAR and Design Grade 1-foot Contours

Department: GIS

Presented by: Gerald Lee

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase 2023 LiDAR Coverage and Design Grade 1-foot Contours for GIS Updates.

Staff Recommendation

Approve the purchase of 2023 LiDAR Coverage and Design Grade 1-foot Contour package from Woolpert, Inc.

Background Information

The City has traditionally participated in cost share with Rutherford County during GIS data updates (Planimetrics, Contours & Orthophotography). The County last updated contour information in 2018 and is not planning on funding further updates until 2024 or even later. For City purposes, development activity since 2018 necessitates updated GIS information that is used Citywide. Furthermore, with increased accuracy now available, the contour information enhances the functionality of the GIS data. The proposed update will survey within the City Limits and surrounding area, approximately 140 square miles.

Council Priorities Served

Improve economic development

Updated GIS data is instrumental in providing assistance in the assessment of property for economic development projects.

Expand infrastructure

Several City departments utilize topographic GIS information for engineering infrastructure improvements.

Fiscal Impact

The expenditure is \$203,729.30 and is funded by the GIS Department's operating Budget.

Attachments

Professional Service Agreement with Woolpert, Inc.

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on 13th day of January, 2023, between Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, OH 45430-1500 (“Woolpert”) and City of Murfreesboro, TN (“Client”), and intends to describe Woolpert’s Professional Services (“Services”) to be furnished for the: City of Murfreesboro, TN | Lidar and Design Grade Contour (“Project”). This Agreement for services is to be performed in conjunction with, and subject to the terms and conditions thereof, Woolpert’s Federal Supply Schedule Contract: GS-35F-0425P (the “GSA Contract”). If a conflict arises between the terms of this Agreement and the GSA Contract, the terms of the GSA Contract shall govern.

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert’s error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client’s written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert’s proposal.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client’s request and/or solicitation for services dated December 5, 2022. Client understands that modifications to the Project’s schedule may reasonably impact Woolpert’s anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Budget: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Client’s request. Client understands that a modification to the budget may reasonably impact Woolpert’s planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that, upon approval by the Murfreesboro City, Council, Woolpert’s compensation is not dependent or conditional upon Client’s funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys’ fees, and interest at a rate of 1.5 percent per month.

5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. Woolpert will maintain comprehensive general and professional liability insurance with limits of not less than \$1,000,000, as well as automotive and workers’ compensation insurance policies. Woolpert will provide to Client: (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 Client as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.” Woolpert will notify Client if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

6. Communication: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. Coordination: Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other’s scope and/or obligations, or the project’s schedule, budget or quality.

8. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

9. Documentation: Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. Issues: Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other’s performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project’s schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. Integration: This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Murfreesboro, TN:

Signed: _____

Name: _____

Title: _____



Woolpert, Inc.:

Signed: 

Name: Darius Hensley, PS

Title: Vice President, Geospatial Market Director

- Attachments A and Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

Attachment A: Scope of Services

Client's Representative

- Name: Gerald B. Lee, GISP, GIS Manager
Company: City of Murfreesboro
Address: 111 West Vine Street, Murfreesboro TN 37130
Phone Number: (629) 201-6200 x1703
Email address: glee@murfreesborotn.gov

Woolpert's Contact

- Name: Sam Moffat
Address: 4454 Idea Center Boulevard, Dayton, OH 45430-1500
Phone Number: 865-621-2984
Email address: sam.moffat@woolpert.com

Project Area and Understanding

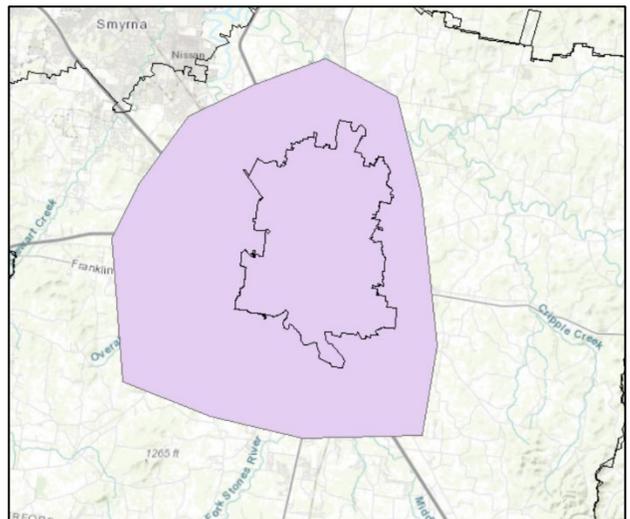
Woolpert understands that City of Murfreesboro is interested in generating a design grade 1-foot contours for the City's Engineering and Public Works departments. To accomplish this, Woolpert will collect the following data:

- New 8 points per square meter (PPSM) lidar
- Ground Control Survey to support 8 PPM lidar
- 3-inch Orthoimagery (being collected by the County in Spring 2023)
- Stereo compiled 3D breaklines

Project Approach

Woolpert will utilize the following to support the generation of the GIS base mapping datasets:

- The purple area depicts 140 square miles of the City of Murfreesboro Urban growth boundary.
- The purple area indicates where Woolpert will collect new 8 PPM lidar.
- The purple area also indicates where Woolpert will compile 3D breaklines and generate the design grade 1-foot contours
- The lidar, 3D breaklines and 1-foot contour mapping project will be referenced the State Place Coordinate System Tennessee Statewide expressed in International Foot.
 - Horizontal Datum: North American Datum of 1983 (NAD83) Epoch 2011
 - Vertical Datum: North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey (NGS) GEOID18 model



Ground Control

Woolpert will collect 7 new survey ground control points, 20 Non-Vegetated Accuracy Checkpoints (NVA), and 5 Vegetated Vertical Accuracy Checkpoints (VVA) for the new 8 PPM lidar processing.

Aerial Lidar Acquisition and Processing

Woolpert will acquire new aerial lidar data covering the entire land area of the City of Murfreesboro Urban Growth Boundary (denoted in purple above) during the late winter to early spring of 2023. The lidar data will have a point density average of 8 points per square meter. Vertical accuracy of the lidar data will be produced to meet 10.0cm RMSE.

Contours

Woolpert will generate design grade 1-foot contours over the entirety of City of Murfreesboro Urban Growth Boundary. Please note that these contours are automatically generated (not hand compiled) by use of new 8 PPM lidar which results in a much more accurate contour layer but can affect the aesthetic look of the contours. Therefore, we are compiling 3D breaklines to *supplement* the lidar in select areas where the lidar does not meet accuracy specifications i.e. bridge abutment walls, culverts, areas of low confidence, and retaining walls. The new 8 PPM lidar along with stereoscopically compiled breaklines will create cartographically correct 1-foot contours. We take extra steps in our post-processing to smooth the contours using key points and address any topology errors or outliers that may be introduced.

Woolpert will use the 2014 American Society of Photogrammetry and Remote Sensing (ASPRS) Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0) Guidelines. Under the new ASPRS standards contours do not have an accuracy applied to them, they are considered a “graphic representation of the surface.” The accuracy standard is applied to the lidar points and digital elevation model (DEM) data.

Accuracy of the Derived DEM: The ASPRS accuracy (ACCZ) of the derived DEM is calculated and reported in three (3) ways:

- RMSEz (Non-Vegetated): The required RMSEz is: ≤ 10 cm.
 - Non-Vegetated Vertical Accuracy (NVA) The required NVA is: ≤ 19.6 cm at a 95% confidence level, derived according to NSSDA, i.e., based on RMSEz of 10 cm in the “open terrain” and/or “urban” land cover categories.
 - Vegetated Vertical Accuracy (VVA): The required VVA is: ≤ 29.4 cm at a 95th percentile level, derived according to ASPRS Guidelines, Vertical Accuracy Reporting for Lidar Data, i.e., based on the 95th percentile error in Vegetated land cover categories combined (Tall Grass, Brush, Forested Areas). This is a required accuracy.

Approximately 67% of all measurements are within 10cm (3.9-inches) and 95% within 19.6 cm (~7.7 inches) on hard unobstructed surfaces. Approximately 95% (with 5% unrestricted outliers) of all measurements are within 29.4 cm (~11.6 inches) in vegetated land cover categories combined (Tall Grass, Brush, Forested Areas), does not include swamps or wetlands.

Example of Contours derived from aerial lidar



1 foot contour intervals (yellow) with 5 foot index contours (blue) and hydrography polygons as breaklines overlaid on imagery as well as DEM created from lidar point cloud utilized in generation of the contours

Schedule

City of Murfreesboro and Woolpert will work together to define a schedule with measurable milestones.

- 2023 City of Murfreesboro Lidar Acquisition: Mid February – Mid March. (To correspond with Rutherford Counties’ imagery acquisition project – dependent on weather)
- Lidar Derived 1-Foot Contours w/ Supplemental Breaklines: Begin April 2023 and deliver approximately July/August 2023 or 90 days after completion of lidar and ortho acquisition

Deliverables

Woolpert will deliver a dataset via an external hard drive that can be incorporated into the cities existing GIS system containing the following:

- 1-foot bare earth Lidar DEM tiled and TIN (Triangulated Irregular Network)
- 3D Breaklines in ESRI Geodatabase Format
- 1-Foot Contours (5-foot index) & DTM in ESRI Geodatabase Format split into client preferred file sizes
- One set of FGDC compliant metadata

Deliverable Acceptance

The client has thirty (30) business days to review final deliverables and submit review comments. Woolpert will review each comment and, together with the client, determine the appropriate action. If it is determined that Woolpert needs to resubmit a deliverable or portion of a deliverable, that will be completed and resubmitted within fifteen (15) business days after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty (30) days will be deemed accepted, and therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Fee Estimate

The project fee will be considered as “lump-sum” fee. Woolpert will invoice the City each month based upon a percent complete. All invoices are to be paid within 30 days. Fee is contingent upon performing all tasks. This proposal is valid for 60 days.

- Lidar, 3D breaklines and 1-foot contours \$203,729.30

Pricing is based on Woolpert’s Federal Supply Schedule 70 – General purpose Commercial Technology Equipment, Supplies and Services.

- Woolpert General Services Administration Federal Supply: Contract Number: GS-35F-0425P

Fee Schedule

Woolpert, Inc. 8PSM Lidar, 3D Breaklines and 1-foot Contours				
Price List - Option Period Three (04.07.19 - 04.06.24)				
SIN 132.41				
Labor Category	GSA Price	Unit	Qty:	Price
Program Manager	\$276.64	Hour	28	\$7,745.92
Group Manager	\$246.84	Hour		-
Photogrammetrist	\$188.85	Hour	300	\$56,655.00
Project Manager	\$233.24	Hour	50	\$11,662.00
Sr. GIS Specialist	\$196.4	Hour		-
Sr. GIS DB Dev/Programmer	\$172.63	Hour		-
Professional Surveyor	\$152.3	Hour		-
GIS DB Dev/Programmer	\$154.06	Hour		-
GIS Pilot	\$140.17	Hour	25	\$3,504.25
GIS Specialist	\$132.57	Hour	250	\$33,142.50
LIDAR Specialist	\$132.57	Hour	60	\$7,954.20
Jr. GIS DB Dev/Programmer	\$129.83	Hour		-
Technical Writer	\$143.86	Hour		-
Photogrammetric Technician	\$91.45	Hour	400	\$36,580.00
Survey Crew Chief	\$100.23	Hour	45	\$4,510.35
GIS Technician	\$90.32	Hour	0	-
Administrative Assistant	\$89.59	Hour	12	\$1,075.08
			SUBTOTAL	\$162,829.30
ODC - Other Direct Charges				
SIN 132.41				
Equipment	GSA Price	Unit	Qty:	Price
Aerial Lidar (Terrain Mapper)	\$2700	Hour	11	\$29,700.00
Twin Piston Airplane - wet rate (includes fuel)	\$700	Hour	16	\$11,200.00
			SUBTOTAL	\$40,900.00
TOTAL PROJECT PRICE FOR 1-FOOT CONTOURS				\$203,729.30

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, but excluding any indemnity obligations herein and any claim against Woolpert for patent, copyright, or other intellectual property infringement, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed two-times (2x) Woolpert's fee, or One Hundred Thousand Dollars (\$100,000.00), whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Woolpert understands that drawings, specifications, documents, and data prepared or collected within the scope of the project described within this Agreement will become public records under Tennessee law. As such, all right, title and interest therein shall transfer to Client upon transmission to Client and completion of this Agreement. Any future modifications or changes thereto by Client shall be at Client's sole responsibility.

In the event of Client's termination (including, without limitation, termination for convenience), suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, and to the extent allowable under applicable law, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without



regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Purchase of Tractor with Side Rotary Mower

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase (1) Powerstar 90 Tractor with Diamond Side Rotary mower.

Staff Recommendation

Approve the purchase contract with Dickson County Equipment Co.

Background Information

The proposed purchase is required for the Street Department's daily operations. State statute and Council Resolution authorizes cooperative purchases. The purchase will better enable the city to perform routine maintenance of state routes and rights-of-way located within the city limits of Murfreesboro.

Council Priority Served

Expand Infrastructure

Maintaining current roadways at the highest-level permit maximum utilization of this infrastructure.

Fiscal Impact

The expenses, \$99,116, is funded from the Street CIP FY22 Bond.

Attachments

Contract for Dickson County Equipment Company, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
DICKSON COUNTY EQUIPMENT COMPANY, INC.
FOR
PURCHASE OF POWERSTAR 90 TRACTOR WITH SIDE ROTARY MOWER**

This Contract is entered into and effective as of _____ (“Effective Date”), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee (“City”) and DICKSON COUNTY EQUIPMENT COMPANY, a corporation of the State of Tennessee (“Contractor”).

This Contract consists of the following documents:

- *This Contract*
- *Contractor’s State of Tennessee Contract No. 242/66012 with Dickson County Equipment Company, Inc. hereinafter referred to as “State Contract”*
- *Retail Offer Number 0001118565-1 from Dickson County Equipment Company, Inc. for POWERSTAR 90 Tractor with side rotary mower, hereinafter referred to as “Contractor’s Quote”*
- *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 Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the State Contract*
- *Finally, the Contractor’s Quote*

Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase one (1) POWERSTAR 90 Tractor with Diamond DSR060 Side Rotary Mower as set forth in the State Contract and Contractor’s Quote.

1. **Term.** The term of this Contract shall be from the date of the Effective Date first listed above to the expiration of the State Contract on March 31, 2023, or as amended by the State of Tennessee. 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 Contract. 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.

2. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) 2 POWERSTAR 90 Tractor with Diamond DSR060 Side Rotary Mower reflecting a **Total Purchase Price of Ninety-Nine Thousand, One Hundred Sixteen Dollars and Fifty-Eight Cents (\$99,116.58)** as set forth in the above referenced Contractor's Quote. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Street Department shall be made within 180 days of issuance of Purchase Order to Attn: Raymond Hillis – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Raymond Hillis (tel. 615-893-4380 x1907; email: rhillis@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.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the State Contract and Contractor's Quote, and shall include the manufacturer's standard warranty.

5. **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 Contract, 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 (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) 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 Contract 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Dickson County Equipment Company, Inc.
Attn: Keith Perales
552 Highway 46 South 1227
Dickson, TN 37055
Phone: (615) 446-8114
Dcel@bellsouth.net

7. **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.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed

representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Contract 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 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 does not release Contractor from its obligations hereunder
17. **Integration.** This Contract, Contractor's Quote, and the State Contract identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.

- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 19. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

DICKSON COUNTY EQUIPMENT
COMPANY, INC.

DocuSigned by:
By: Keith Perales
Keith Perales, President

APPROVED AS TO FORM:

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



Retail Offer

CUSTOMER INFORMATION:
CITY OF MURFEESBORO PO BOX 1139 MURFREESBORO, TENNESSEE 37133 USA

DEALERSHIP
DICKSON COUNTY EQUIPMENT COMPANY, I 552 HIGHWAY 46 SOUTH 1227 DICKSON, TN 37055 US 615-446-8114

Retail Offer Number:	0001118565-1
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Retail Offer Valid to:	02/28/2023
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Description:

UNITS OFFERED			
Unit # 1 POWERSTAR 90		List Price	88,151.00
Vehicle / Quote Number:	0016525771	Offered Price	66,113.25
Sales Order Number:	0085403052	Delivery	750.00
VIN/Serial #:			

ADDITIONAL ITEMS		
Item	DIAMOND DSR060 SIDE ROTARY MOWER	32,253.33
Additional Item Subtotal		\$32,253.33

Total	\$99,116.58
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Down Payment	\$0.00
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Total Offer Value	\$99,116.58
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FINANCING INFORMATION					
Financed By	N/A	Amount Financed	99,116.58	Term in Months	
Loan Type		Rate Type		Interest Rate	
Keith Perales - Principal contact - dce1@bellsouth.net Current estimated delivery date is August 2023. This is priced of of SWC 246, contract 66012, lines 3 & 4.					

Vehicle Configuration					
Vehicle / Quote Number: 0016525771, 0085403052					
NORMAL	NORMAL OFFER		390411	REAR AXLE	
NHAG	NEW HOLLAND AG		8235601	12.4-24 8PR	1,259.00
90HP	90 HP		8363801	18.4-30 12PR R1 FLAN	3,053.00
POWER S	POWER SHUT		334992	STD+30AH+HORN+ACS	
CAB	CAB		743565	540 RPM PTO	
	Base price	83,531.00	334218	FAS SUPPORT + FHPL READY	
NAFTA	FCP PRICE		743593	LESS FRONT LOADER	
336841	ENG.T4B+HEAT+CRUISE		391035	LESS 3 PT HITCH GROUND CONTROL	
391192	120 AMP_ALTERNATOR		390831	HITCH W/MECH TOP LINK DRAFT CO	
743545	A PILLAR EXHAUST W/GUARD		762164	LESS MMV NEW	
390215	LESS FRONT CARRIER AND WEIGHTS		332850	DELUX FABRIC SEAT W/AIR SUSP	
759059	40KPH - REAL ALL TYR	308.00	743599	REAR FENDERS (30-34)	
330276	12X12 POWER SHUTTLE		390860	LESS FRONT FENDERS	
759176	HAND BRAKE		744588	DELUXE CAB	
744580	4WD ELECTRO HYD LIMITED SLIP		763066	USA ENGLISH FUELCOOL 763066	
				Total List Price	\$88,151.00

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Lascassas Hwy Transportation Investment Report Amendment No. 1

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment No. 1 to the Contract for Transportation Investment Report (TIR) for the proposed widening of Lascassas Hwy.

Staff Recommendation

Approve Amendment No. 1 to the Contract with The Corradino Group, Inc. for the Lascassas Hwy TIR.

Background Information

On December 1st, 2023, Council approved a contract with The Corradino Group, Inc. to complete a TIR for the proposed widening of Lascassas Hwy. Since that time, TDOT's requirements for the report are in a transition phase. Staff believes that the new report requirements may not be as extensive as the original requirements. In an effort to ensure the City is paying for the work performed due to evolving changes, Staff requested to change the contract from lump-sum to hourly not-to-exceed. The contract ceiling will remain the same at \$98,200.

Council Priorities Served

Expand infrastructure

Improvements to this roadway will increase capacity and help traffic flow to alleviate congestion in this highly traveled area.

Fiscal Impact

This expenditure, \$98,200, is funded from the proceeds of Murfreesboro Electric Department.

Attachments

1. Amendment No. 1 from The Corradino Group, Inc.
2. Original Contract
3. Site Map

AMENDMENT ONE TO
PROFESSIONAL SERVICES AGREEMENT

This Amendment One (the "Amendment") to Professional Services Agreement (the "Agreement") is made this 15th day of February, 2023, by and between The Corradino Group, Inc. with office located at 377 Riverside Drive, Bldg. 1 – Suite 410, Franklin, Tennessee 37064 (the "Consultant") and The City of Murfreesboro, Tennessee (the "City") (collectively, the "Parties") relating to professional services involving design services for preparation of a technical report along Lascassas Pike, from the intersection at East Clark Boulevard to just north of SR-258/Compton Road in Murfreesboro, Tennessee ("Project").

WHEREAS the Parties entered into the Agreement dated December 2, 2022 for professional services related to the Project;

WHEREAS, the Agreement provides for lump-sum compensation for all aspects of the Project;

WHEREAS the Parties desire to amend the contract type from a lump sum agreement to an hourly + expenses agreement.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Section 3, COMPENSATION, is amended by deleting the Section in its entirety and substituting the following:
 - 3.1 The Consultant shall be compensated for the performance of the Services outlined in Section 2 of this Agreement on an hourly-rate basis, using the rates provided in Exhibit A-1, which is incorporated herein by reference. The Consultant shall be reimbursed for materials and reimbursable expenses at the Consultant's cost.
 - 3.2 The total compensation to the Consultant shall not exceed \$98,200.00 without prior written authorization and approval from the City.
 - 3.3 The Consultant shall be paid by the City on a monthly basis by submission of monthly invoices, in a form acceptable to the City, showing the time billed by each employee classification to the nearest one-tenth of an hour (0.1 hr) and a line itemization of reimbursable expenses.
2. Exhibit A, Scope of Services/Fee, is amended by deleting the last two sentences of said Exhibit.
3. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly authorized officers on the date first above written.

THE CORRADINO GROUP, INC.

By: *Gerald Bolden*

Printed Name: Gerald Bolden

Title: Vice President

Date: 2/15/2023

**CITY OF MURFREESBORO,
TENNESSEE**

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED TO AS FORM

DocuSigned by:
Adam Tucker

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Adam F. Tucker, City Attorney



THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

EXHIBIT A-1 2023 CLASSIFICATION HOURLY RATE SCHEDULE

Principal.....	\$265.00
Project Manager.....	\$230.00
Senior ITS Engineer	\$235.00
Senior Design Engineer	\$205.00
Staff Engineer	\$145.00
Engineer Intern	\$110.00
Senior Planner.....	\$145.00
Staff Planner	\$115.00
Construction Manager	\$195.00
Senior Inspector	\$140.00
Inspector	\$100.00
Travel Demand Modeler.....	\$150.00
Technician	\$100.00
Administrative	\$70.00

377 RIVERSIDE DRIVE, SUITE 410
FRANKLIN, TN 37064
TEL 615.372.6972
WWW.CORRADINO.COM

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Murfreesboro, Tennessee (City) and The Corradino Group, Inc., a Kentucky corporation, with offices at 377 Riverside Drive, Bldg. 1 – Suite 410, Franklin, Tennessee 37064 (Consultant) (each a Party, together Parties).

RECITALS

The City is in need of professional engineering design services for preparation of a technical report along Lascassas Pike, from the intersection at East Clark Boulevard to just north of SR-258/Compton Road in Murfreesboro, Tennessee (Project); and

Consultant has presented a proposal for those services and a lump sum fee to the City, dated November 9, 2022; and,

City has accepted the proposal from The Corradino Group, Inc.;

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the parties hereto, it is covenanted and agreed as follows:

1.0 **INCORPORATION OF RECITALS**

The above-written recitals are incorporated herein and made a part hereof.

2.0 **SCOPE OF SERVICES**

2.1 The Scope of Services to be provided by the Consultant, as provided to the City on November 9, 2022, and approved by the City, are outlined in the attached Exhibit A, including the project assumptions, items to be provided by City, potential supplemental services not included in the present Scope of Services.

3.0 **COMPENSATION**

3.1 The Consultant shall be compensated for the performance of the Services outlined in Section 2 of this Agreement in the lump sum amount of Ninety-Eight Thousand Two Hundred dollars (\$98,200.00) as specified in Consultant's November 9, 2022 proposal to the City.

3.2 Consultant shall be paid by the City on a monthly basis by submission of monthly invoices, in a form acceptable to the City, showing progress on the various components of the Services.

4.0 **PROSECUTION OF THE WORK**

4.1 The Parties agree that time is of the essence in performance of this Agreement.

4.2 At all times, the Consultant and all its employees shall be considered independent consultants and not employees of the City. The Consultant shall: exercise general supervision and control over its worker's duties, shall be solely responsible for the payment of wages to its employees, and shall have the sole right to hire, fire and discipline its employees and workers. Because Consultant is an independent consultant and is not an employee of the City, payments made under this Agreement shall not be subject to any withholding for taxes, social security or other purposes, nor shall the Consultant or its employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation, worker's compensation and the like from the City. Consultant shall, at its sole cost and expense and without increase in the Agreement price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over Consultant's work.

5.0 **DISPUTES**

Any and all disputes regarding this Agreement shall first be submitted to the City for resolution of the dispute. If the Parties cannot agree on a resolution of the dispute, the dispute shall be first mediated before the dispute may proceed to litigation, under procedures mutually agreed to by both Parties. Each Party shall equally bear the costs of the mediation and shall be solely responsible for its own attorneys' fees and other costs prior to and during the mediation process.

6.0 **TERMINATION OR SUSPENSION OF THE WORK**

6.1 The City retains the right to terminate this Agreement for convenience at any time prior to the completion of the Services provided for herein without penalty to the City. In the event of termination, notice of termination of this Agreement shall be in writing to the Consultant, as provided for by the notice provisions herein. In that event, the Consultant shall be paid for those Services performed prior to the date of its receipt of notice of termination, less damages resulting from any Consultant default.

6.2 In the event of termination of the Services, Consultant shall not be entitled to any lost profits, and the Consultant's remedies are hereby expressly limited to payment for those Services properly performed prior to the date of receipt of the notice of termination by the Consultant.

6.3 It is hereby understood by and between the City and the Consultant that any payment to the Consultant on the Project, including payments made pursuant to these termination provisions, shall be made only if the Consultant is not in default on its Services under the terms of this Agreement.

6.4 If the Consultant fails to comply with the provisions of this Agreement at any time, the City may declare the Consultant in default and notify the Consultant in writing giving notice that the Consultant has fifteen (15) calendar days to cure said default. If the Consultant fails to cure the

default, the City may terminate this and the Consultant shall only be entitled to compensation for completed and accepted Services, less all costs and damages caused by the Consultant's default.

6.5 Any termination for default that is subsequently found to be improper shall be automatically treated as termination for convenience under paragraph 6.1 above.

7.0 **LAWS, ORDINANCES AND REGULATIONS**

The Consultant shall keep itself and its employees fully informed of all local, state, and federal laws, ordinances and regulations which may, in any manner, affect those engaged or employed in the work and the equipment used. The Consultant and its employees shall, at all times, comply with such laws, ordinances and regulations.

8.0 **INSURANCE**

The Consultant shall procure and maintain the following insurance. Policies for General Liability and Automobile Liability Insurance shall name the City as an additional insured:

- A. Worker's compensation insurance adequate to ensure the City the protections contained in the indemnification clause below and as required by any law or statute as presently written, or hereafter amended in all states in which the Services are to be performed.
- B. Professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
- C. General liability insurance in the amounts not less than One Million Dollars \$1,000,000.00 per occurrence and a Two Million Dollar (\$2,000,000.00) annual aggregate limit.
- D. Automobile liability insurance in the combined single limit amount of not less than One Million Dollars (\$1,000,000.00) for personal injury and/or for property damage liability.

Said policies shall require that the insurance carrier give the City thirty (30) days prior written notice if the policy is to be canceled or not renewed. At least once a year, or at any time upon the request of the City, the Consultant shall furnish the City with a certification containing the name and address of the insurer, the effective date of the renewal policy, the amount of the policy, the termination date of the renewal policy and the policy number.

9.0 **INDEMNIFICATION**

The Consultant shall indemnify, and hold harmless the City and any of its officers, agents, representatives, boards, commissions, volunteers, and employees from and against any and all suits, actions, judgments, losses, damages, charges, legal proceedings, claims, demands,

liabilities, payments, recoveries, decrees of every nature, costs and expenses, including but not limited to, all reasonable attorney's fees to the extent arising out of or in connection with, or claimed to rise out of or in connection with, in whole or in part, any act, error, omission, or negligent act of the Consultant, its employees or agents, subcontractors, or anyone acting on its behalf in connection with or incident to this Agreement, except that neither the Consultant, its employees or agents, subcontractors, or anyone acting on its behalf will be liable under this subsection for any suits, actions, judgments, losses, damages, charges, legal proceedings, claims, demands, liabilities, payments, recoveries, decrees of any nature, costs, and expenses, including but not limited to, all reasonable attorney's fees to the extent arising out of or in connection with any act, error, omission, or negligent act of the City and any of its officers, agents, representatives, boards, commissions, volunteers, or employees during the performance of the Agreement.

10.0 SPECIAL PROVISIONS

Attachments: All attachments referred to herein are hereby made a part of and incorporated into this Agreement.

11.0 NOTICES

All other notices and communications in writing required or permitted hereunder may be delivered personally to the respective representatives of the City and the Consultant, or may be mailed by certified mail, return receipt requested, postage prepaid or by any expedited delivery service where proof of receipt is obtained to the addresses stated herein. Notices hereunder shall be effective, if delivered personally, on delivery; if mailed to an address in the city of dispatch, on the date mailed; or, if mailed to an address outside the city of dispatch, on the third day following the date mailed or on the date delivered, whichever is sooner.

Notice shall be given to the following representatives at the following addresses:

City of Murfreesboro, Tennessee:

Attn: Chris Griffith
111 W Vine Street
Murfreesboro, TN 37130

The Corradino Group, Inc.:

Attn: Gerald Bolden
377 Riverside Drive
Bldg. 1 - Suite 410
Franklin, TN 37064

Copy to:
The Corradino Group, Inc.
Attn: Fred P'Pool
4055 NW 97th Avenue
Miami, FL 33178

12.0 **ENTIRE AGREEMENT**

This Agreement, along with its attachments and exhibits, sets forth the entire understanding of the Parties and all understandings, agreements, promises, negotiations or representations between the Parties are merged into this Agreement, which fully and completely expresses their agreement and supersedes any prior agreements, promises, negotiations, representations or understandings relating to the subjects covered by this Agreement.

13.0 **ASSIGNMENT**

This Agreement shall not be assignable by Consultant without the prior approval of the City. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors and permitted assigns of the parties hereto.

14.0 **STANDARD OF CARE**

Consultant warrants and guarantees that all Services performed under this Agreement shall be performed to the standards of a reasonably competent, similarly-situated professional in the field.

15.0 **SEVERABILITY**

In the event that any portion or portions of this Agreement are deemed to be unenforceable or void by a court of competent jurisdiction, the Parties hereto agree that such unenforceable, voidable or void provisions may be severed from this Agreement and the remaining portion shall still be in effect.

16.0 **WAIVER**

The waiver by the City or the Consultant of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.0 **GOVERNING LAW AND VENUE**

The Parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and any legal action taken pursuant to this Agreement shall be filed, prosecuted and defended solely in the courts located in Rutherford County, Tennessee.

18.0 **ATTORNEY'S FEES**

In any dispute arising from or relating to this Agreement, including litigation, the prevailing Party shall be entitled to its reasonable attorney's fees and costs.

19.0 **WAIVER OF JURY TRIAL**

In any dispute or litigation arising from or relating to this Agreement, the Parties to this Agreement hereby expressly waive the right to jury trial.

20.0 **CAPTIONS**

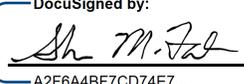
Captions inserted herein are only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision thereof.

21.0 **COUNTERPARTS AND EXECUTION**

This Agreement may be executed in counterparts with separate execution pages. Any documents so executed shall constitute a binding agreement on all the parties, notwithstanding that all the Parties are not signatories to the original or to the same counterpart or execution page.

City of Murfreesboro, Tennessee

The Corradino Group, Inc.

DocuSigned by:
By: 
A2F6A4BF7CD74E7...

By: 

Print Name: Mayor Shane McFarland

Print Name: Gerald Bolden

Print Title: Mayor

Print Title: Vice President

Date: 12/2/2022

Date: November 11, 2022

Approved as to form:

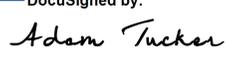
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By: 
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Adam F. Tucker, City Attorney

EXHIBIT A

SCOPE OF SERVICES / FEE

EXHIBIT A

SCOPE OF SERVICES

SR-96 (Lascassas Pike) Technical Report
From East Clark Boulevard to Just North of SR-258/East Compton Road
Revised November 9, 2022

The following scope of work outlines the professional services to prepare a technical report for improving a section of SR-96 (Lascassas Pike) in Murfreesboro, Tennessee, from the intersection of East Clark Boulevard to just north of SR-258/East Compton Road. Improvements are desired to widen the existing roadway consisting of a two- or three-lane roadway having shoulders with no sidewalks and open-ditches to a five-lane curb-gutter roadway with sidewalks and/or a multi-use path. Preparation and development of the report is intended to simulate similar reports prepared by the Tennessee Department of Transportation (TDOT) in order for the City of Murfreesboro to create dialog with TDOT for these improvements.

1. General Project Management

Project management is a continuous task that will be performed for the duration of this contract. Monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the City of Murfreesboro (City) to ascertain conformance with the requirements of this task.

After receipt of the notice-to-proceed, Corradino will conduct a project kick-off meeting with the City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Design goals and requirements
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, Corradino will provide monthly status reports to the City's Project Manager (PM) and conduct progress meetings with City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

Corradino anticipates having up to three (3) meetings with the City staff throughout the project. These meetings will include (1) an initial design kick-off meeting, (2) a field review meeting to be conducted on-site with City staff and any necessary TDOT staff prior to developing the report, and (3) one meeting after completion and submittal of the draft report to discuss and review any City comments and/or questions.

Corradino will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Corradino will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

The following subtask will be completed as part of Task 1:

- 1.1 Conduct Project Kickoff Meeting.
- 1.2 Coordinate an on-site field review to identify and discuss areas of concern. Corradino will prepare a summary of minutes from this meeting.
- 1.3 Provide monthly status reports to the City's Project Manager (PM).
- 1.4 Conduct a final review/discussion of the draft report, including preparing a summary of meeting minutes and any revisions to the report.

2. Data Collection

- 2.1. Collect signal timing data and any previous traffic operations information or studies from the City. This information will be used to evaluate anticipated traffic signal operations of the intersections and evaluate design alternatives.
- 2.2. Collect traffic volume data, turning movement counts and/or average daily traffic counts, for the intersections and approaches along the corridor. Assumes the City will provide sufficient traffic data and the use of subcontracting to obtain current traffic data is not necessary.
- 2.3. Collect any previous studies completed for the corridor.
- 2.4. Collect crash history from Murfreesboro Police Department for the corridor.
- 2.5. Collect any available GIS data from the City, County or TDOT.
- 2.6. Conduct a site visit to observe existing traffic conditions during the peak periods and gather pertinent intersection information, such as lane configuration, signal operations, geometric information, etc.

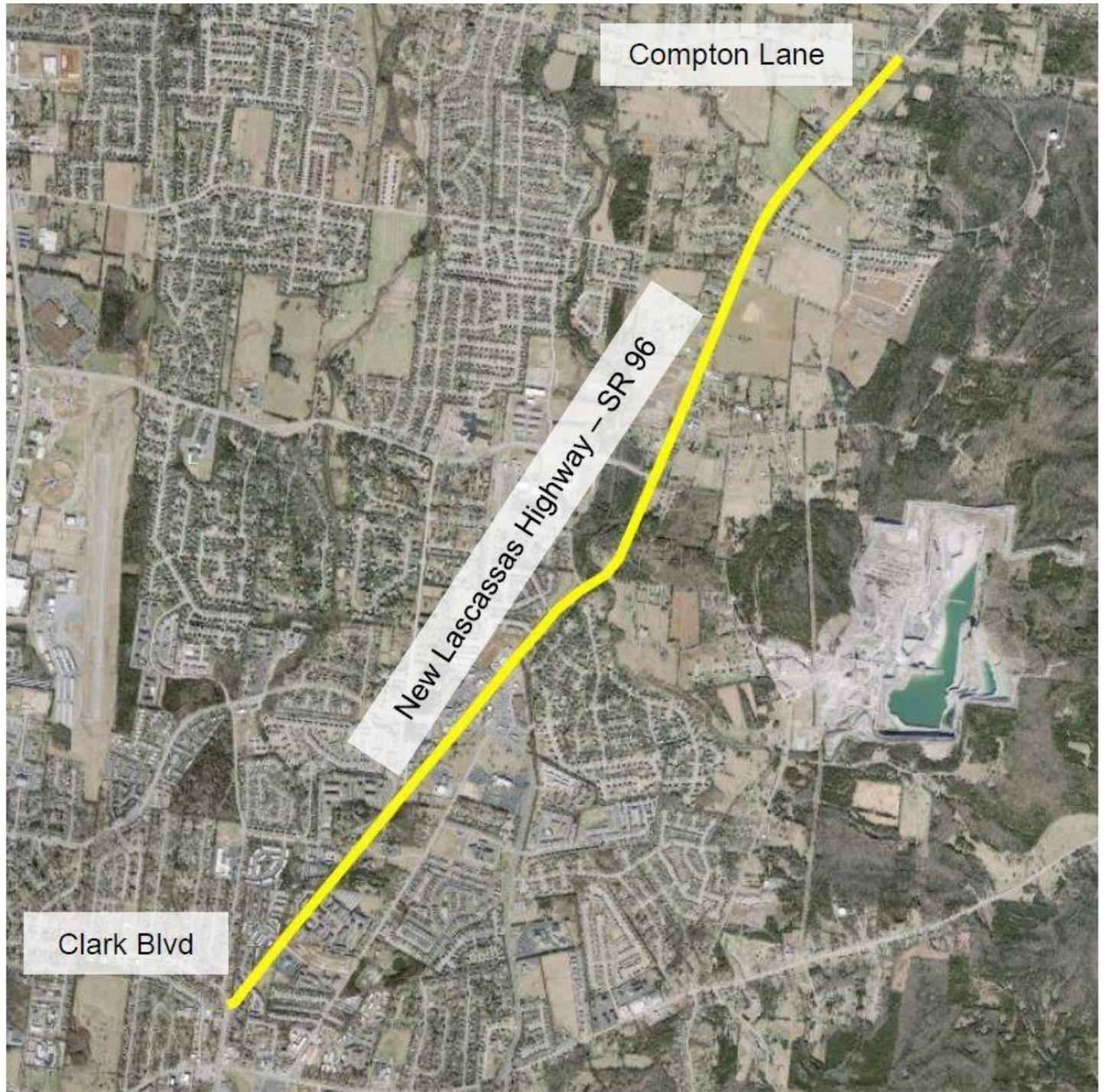
3. Technical Report Preparation and Development

- 3.1 Develop projected traffic volumes for future year operational analysis.
- 3.2 Conduct operational analysis, utilizing Synchro software, for existing conditions and future year traffic conditions for intersections along Lascassas Pike at; East Northfield Boulevard, DeJarnette Lane, SR-258/East Compton Road, and other intersections determined by the City.
- 3.3 Evaluate intersection improvements such as additional turn lanes; modifying lane designations; and/or changing signal phasing, and pedestrian improvements.
- 3.4 Review alternative for geometric and right-of-way impacts.
- 3.5 Review the collected crash data for the intersection and identify any crash trends and potential contributing factors.
- 3.6 Develop a conceptual layout on aerial imagery consisting of a plan view of proposed improvements. Detailed horizontal and vertical geometry will not be developed at this time. A conceptual typical section will be pushed through the corridor to provide an idea

of slope lines to develop conceptual right-of-way. DTM data to generate this information will be developed based off of GIS information and/or available contours.

- 3.7 Prepare conceptual level Opinion of Probable Cost.
- 3.8 Prepare Technical Memorandum containing the following:
 - Executive Summary
 - Study area and existing maps network
 - Demographics
 - Existing roadway and land use conditions
 - Existing structures conditions
 - Preliminary environmental constraints
 - Existing conditions analysis
 - Crash and traffic analysis
 - Existing deficiencies
 - Preliminary purpose and need
 - Conceptual project options (without slope lines)
 - Traffic benefits
 - Summary of collected data
 - Traffic volumes and projections
 - Opinion of Estimated cost
 - Summary of traffic data and analyses
 - FEMA flood maps
 - Crash rate sheets with crash report summary
 - NEPA desktop review
 - Overview of Highway Safety Access Manual (HSAM)
- 3.9 Submit the Technical Memorandum to the City
- 3.10 Coordinate with City staff to discuss the Technical Memorandum and discuss the next phase of the project development.

Considering the information presented herewith, this proposal will be a *Lump Sum* contract in the amount of **\$ 98,200**. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc.



Compton Lane

New Lascassas Highway - SR 96

Clark Blvd

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Old Fort Parkway Transportation Investment Report Amendment No. 1

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment No. 1 to the Contract for Transportation Investment Report (TIR) for the proposed widening of Old Fort Pkwy.

Staff Recommendation

Approve Amendment No. 1 to the Contract with Kimley-Horn and Associates, Inc. for the Old Fort Pkwy TIR.

Background Information

On December 1st, 2023, Council approved a contract with Kimley-Horn and Associates, Inc. to complete a TIR for the proposed widening of Old Fort Pkwy. Since then, TDOT's requirements for the report are in a transition phase. Staff believes that the new report requirements may not be as extensive as the original requirements. In an effort to ensure the City is paying for the work due to evolving changes, Staff requested to change the contract from lump-sum to hourly not-to-exceed. The contract ceiling will remain the same at \$129,400.

Council Priorities Served

Expand infrastructure

Improvements to this roadway will increase capacity and help traffic flow to alleviate congestion in this highly traveled area.

Fiscal Impact

This expenditure, \$129,400, is funded from Council's allocation to MTE Proceeds prior to transfer to the Community Investment Trust.

Attachments

1. Amendment No. 1 from Kimley-Horn and Associates, Inc.
2. Original Contract
3. Site Map

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 01 dated February 16, 2023 to the agreement between The City of Murfreesboro ("OWNER") and Kimley-Horn and Associates, Inc. ("ENGINEER") dated December 2, 2022, ("the Agreement") concerning Old Fort Parkway Technical Report (the "Project").

WHEREAS, ENGINEER has entered into the Agreement with OWNER for the furnishing of professional services related to the Project;

WHEREAS, the Agreement provides for lump-sum payments to the ENGINEER for Basic Services and invoiced compensation for Additional Services;

WHEREAS, the parties now desire to amend the Agreement to provide for compensation for both Basic and Additional Services to be invoiced and paid based on an hourly rate schedule; and

WHEREAS, Section 8.2 of the Agreement provides for amendments to the Agreement to be in a duly executed written instrument.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Exhibit A, Further Description of Basic Engineering Services and Related Matters, is amended by deleting the section labeled "Fee and Billing" and replacing said section with the provisions attached hereto as Exhibit A-1.
2. The rates provided in Exhibit A-1 shall be invoiced and paid pursuant to Section 5 of the Agreement.
3. The contract ceiling shall remain the same at \$129,400. Hourly rates will be billed according to the attached rate schedule referenced as Exhibit A.
4. All other terms and conditions of the Agreement shall remain the same.

OWNER:
CITY OF MURFREESBORO, TENNESSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

By: *Chris D. Rhodes*

Printed Name: Christopher D. Rhodes

Title: Vice President

Date: February 16, 2023

APPROVED TO AS FORM

Adam Tucker
Adam F. Tucker, City Attorney

EXHIBIT A-1

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE
(Effective through June 30, 2023)

Classification	Rate
Analyst	\$130 - \$175
Professional	\$170 - \$225
Senior Professional I	\$220 - \$300
Senior Professional II	\$290 - \$320
Support Staff	\$100 - \$125
Senior Technical Support	\$140 - \$230
Technical Support	\$120 - \$155

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of December 2, 2022, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER).

OWNER intends to secure professional services to perform transportation planning services for the Old Fort Parkway Technical Report (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, ~~mechanical~~ and electrical engineering services and ~~customary architectural services~~ incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

**SECTION 2
ADDITIONAL SERVICES OF ENGINEER**

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, ~~mechanical~~ and electrical engineering ~~and customary architectural~~ design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for

design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services (See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

**SECTION 3
OWNER’S RESPONSIBILITY**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 The City Engineer shall act as OWNER’s representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.

3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.

3.3 Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER’s Basic Services (except to the extent provided otherwise in Exhibit A, “Further Description of Basic Engineering Services and Related Matters”) the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER’s agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER’s anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER’s services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

**SECTION 4
PERIODS OF SERVICE**

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER’s services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER’s obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial

operation of the Project, including extra work and required extensions thereto. If in Exhibit A, “Further Description of Basic Engineering Services and Related Matters,” specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, “Further Description of Basic Engineering Services and Related Matters,” after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

**SECTION 5
PAYMENTS TO ENGINEER**

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, “Further Description of Basic Engineering Services and Related Matters”.

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, “Further Description of Basic Engineering Services and Related Matters”.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER’s principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER’s hourly rates provided in paragraph 8.4.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or~~

~~other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. ~~The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus 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, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.

5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

~~5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.~~

5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

SECTION 6 (RESERVED)

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and

omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at \$1,000,000 per occurrence and comprehensive automobile liability insurance at \$1,000,000 per occurrence.

7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them

arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

**SECTION 8
EXHIBITS AND SPECIAL PROVISIONS**

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of 18 pages.

8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.

8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

~~8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:~~

Principal	\$280/hour
Senior Professional	\$260/hour
Professional	\$195/hour
Production Team Member	\$155/hour
Clerical Staff	\$110/hour

~~These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates~~

~~may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.~~

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

CITY OF MURFREESBORO

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
By: *Sh. M. J. [Signature]*
A2F6A4BF7CD74E7...

By: *Chris D. Rhodes [Signature]*
(Christopher D. Rhodes, P.E.)

Title: Mayor

Title: Vice President

Address for giving notice:
Engineering Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Address for giving notice:
Kimley-Horn and Associates, Inc.
10 Lea Avenue, Suite 400
Nashville, Tennessee 37210
Phone: 615-564-2701

APPROVED AS TO FORM:

DocuSigned by:
Adam Tucker [Signature]
43A2035E51F9401
City Attorney, Adam Tucker

EXHIBIT A**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES
AND RELATED MATTERS**

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on December 2, 2022, between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details transportation planning services for the Old Fort Parkway (State Route 96) Technical Report. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

Based on the information provided, we understand that the City of Murfreesboro wishes to study the Old Fort Parkway corridor to address congestion and accessibility issues with potential multimodal improvements (additional vehicle capacity, pedestrian / bicycle / transit enhancements, and potential safety improvements) from the Interstate 24 Interchange to the single point urban interchange (SPUI) with Broad Street (US Route 41) covering approximately 2.2 miles. The corridor consists of the following existing intersections:

- 1) Old Fort Parkway at Interstate 24 Westbound Ramps (signalized)
- 2) Old Fort Parkway at Interstate 24 Eastbound Ramps (signalized)
- 3) Old Fort Parkway at North Thompson Lane / Chaffin Place (signalized)
- 4) Old Fort Parkway at Mall Circle Drive / Market Place (signalized)
- 5) Old Fort Parkway at Mall Circle Drive / Bridge Avenue (signalized)
- 6) Old Fort Parkway at Stones River Mall Boulevard (signalized)
- 7) Old Fort Parkway at Old Fort Parkway Frontage Road (unsignalized median opening)
- 8) Old Fort Parkway at New Salem Road / Golf Lane (signalized)
- 9) Old Fort Parkway at Ordway Street / North Kings Highway (unsignalized two-way stop control)

The eastern terminus of the study area will be positioned prior to Old Fort Parkway overpassing Broad Street, which is located at the eastbound off-ramp and westbound on-ramps of Old Fort Parkway to / from Broad Street. No improvements will be proposed for the Old Fort Parkway / Broad Street SPUI .

The Technical Report will be studied and prepared in a manner that consistent with the Tennessee Department of Transportation's (TDOT) Strategic Transportation Investment Division's Technical Report format and procedures.

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City of Murfreesboro staff, project status and

review meetings, preparing and distributing reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Murfreesboro staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process. Along with City staff, project stakeholders (i.e., TDOT, etc.) can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.

Task 1.2 – Project Status Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings on a monthly basis. These meeting will be scheduled virtually via Microsoft Teams and/or in-person – with each meeting venue being determined via coordination with City staff. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Murfreesboro staff. Up to six (6) project status meetings have been budgeted for this sub-task, with the kick-off meeting being budgeted as one of these meetings.

Task 1 Kimley-Horn Deliverables: Meeting Agendas, Meeting Minutes, Action Items (electronic PDF format)
Invoices on a Monthly Basis (electronic PDF format)

Task 2 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the Technical Report and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine and verify field geometry and existing ITS / traffic signal system equipment along the corridor.

Task 2.1 – Assemble Base Mapping

This sub-task includes the initial coordination with TDOT and the City to acquire the base mapping for the project. We will request existing ground data provided by TDOT consisting of a Digital Terrain Model (DTM), Digital Elevation Model (DEM), and/or post processed Light Detection and Ranging (LiDAR) data. In parallel we will also request the City's Geographic Information System (GIS) files for the project limits. Utilizing one or both of these sets of digital data, we will prepare base mapping suitable for project use. Kimley-Horn will assemble the base mapping to use as the conceptual design plan sheets. This consists of the following: incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines (if deemed necessary), labeling route numbers / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

Task 2.2 – Field Inventories and Observation

Field inventories / observations will be performed by Kimley-Horn along the corridor to confirm roadway geometry, ITS / signal infrastructure, and any multimodal features related to pedestrian, bicycle, and/or transit modes. We will build off existing field inventories performed at each signalized intersection as part of the TDOT I-24 Smart Corridor project for this sub-task. Additional photographs will also be taken, as deemed appropriate, along the corridor to supplement earlier data collection efforts.

Task 2.3 – Traffic and Crash Data Collection

City staff, via existing fisheye video detection technology that exists at each signalized intersection will provide weekday turning movement counts (TMC) from 6:00 AM – 8:00 PM. Kimley-Horn staff, via a data collection sub-consultant we frequently utilize, will perform TMC's at the two unsignalized intersections (intersections 7 and 9) for the same time periods. Directional Average Annual Daily Traffic (AADT) tube counts will also be acquired along the corridor from TDOT.

Kimley-Horn will also acquire exiting crash data along the corridor, available from TDOT over a three (3) year period. Utilizing this data, Kimley-Horn will prepare a three (3)-year period crash analysis for the project corridor along with crash diagrams and crash summary tables along the corridor consistent with TDOT Technical Report guidelines. Utilizing the results of the crash analysis, Kimley-Horn will identify potential safety deficiencies along the corridor for discussion during Task 3 efforts below.

Task 2.4 – Coordinate with Adjoining Projects

Kimley-Horn will coordinate with City and TDOT staff to identify and understand any adjacent planned or underway projects. We will acquire existing data (studies, conceptual designs, construction plans, etc.) for adjoining projects in an effort to demonstrate connectivity / continuity with potential adjoining projects.

Task 2 Kimley-Horn Deliverables: Turning Movement Counts – two (2) locations (electronic PDF format)

*Task 2 City Deliverables: GIS Base Mapping
Turning Movement Counts (seven (7) locations)
Information regarding potential adjoining projects*

Task 3 – Field Review

An on-site field review will be facilitated by Kimley-Horn staff with the following agencies:

- City of Murfreesboro Transportation Department
- City of Murfreesboro Engineering Department
- City of Murfreesboro Planning Department
- City of Murfreesboro Transit (Rover)
- WeGo Public Transit
- Nashville Area Metropolitan Planning Organization (MPO)
- TDOT Region 3 Project Development Office

- TDOT Region 3 Traffic Office
- TDOT Region 3 Design
- TDOT Traffic Operations Division
- TDOT Environmental Division
- TDOT Strategic Transportation Investments Division (STID)
- TDOT Long Range Planning Division
- TDOT Multimodal Division

Kimley-Horn will provide the front-end coordination, facilitation during, and documentation afterward of this field review meeting. The scope of the project, design considerations, and preliminary purpose and need will be discussed and determined amongst the Field Review team members. Prior to the Field Review, Kimley-Horn will develop the following items as part of a field review packet to be shared with the attendees beforehand:

- Project map and summary of project to be delivered
- Technical Report schedule
- Existing route information (functional classification, typical section, speed limit, geometric conditions)
- Pertinent traffic information (AADT, TMC)
- Corridor crash diagrams and crash summary tables

Task 3 Kimley-Horn Deliverables: Field Review Packet (electronic PDF format)

Task 4 – Evaluate Existing Conditions

Task 4 efforts will consist of compiling and validating the data collected in Task 2 and discussed during the Task 3 Field Review and preparing an operational analysis for the corridor with the goal of addressing three (3) primary objectives:

- Increased roadway capacity in both directions along Old Fort Parkway (i.e., studying the feasibility of widening from a four (4)-lane divided facility to a six (6)-lane divided facility and associated improvements,
- Identifying ways to enhance multimodal operations and access along the corridor consisting of pedestrian, bicycle, and transit modes, and
- Identifying and attempting to mitigate high crash locations along the corridor with the improvements recommended in this study.

Task 4.1 – Data Compilation / Validation

Prior to developing new coordination timings, it is important to understand and validate the existing conditions. Using the data collected in the field and knowledge of the conditions observed during the field observations / Field Review (Tasks 3 and 4), a network will be developed by Kimley-Horn for each peak using *Synchro*. Existing geometry and traffic volumes along with existing signal timings / settings

provided by City staff will be modeled in *Synchro*. The *Synchro* model will be developed using aerial photography as the background.

Task 4.2 – Operational Analysis

Once the field data has been collected and compiled, Kimley-Horn will perform an operational analysis along the corridor for the weekday AM and PM peak hours. Capacity analyses consistent with the *Highway Capacity Manual* will be performed to document existing conditions and recommended improvements along the corridor. Recommended improvements will be identified based upon the following inputs: (a) crash analysis from Task 2, (b) Field Review input from Task 3, (c) capacity deficiencies identified in this sub-task, and (d) multimodal deficiencies to be identified during this sub-task.

During this task, Kimley-Horn will project future weekday traffic conditions (AADT and TMC) along the corridor for future years associated with a five (5) and 25-year horizon (2027 and 2047) Build and No-Build scenarios, which is consistent with our most recent Technical Reports we have prepared for TDOT.

Task 5 – Conceptual Design Services

Building off the findings and recommendations in Task 4, Kimley-Horn will prepare a conceptual design along the corridor addressing the following items:

- Horizontal alignment
- Vertical alignment (incorporating any sight distance needs associated with any unsignalized intersections)
- Side street impacts
- Potential Right-of-Way (ROW) and/or easement impacts
- Structure needs (bridge, retaining wall, box culvert, etc.)
- Signal system / Intelligent Transportation System (ITS) enhancements and/or modifications
- Multimodal enhancements (pedestrian [sidewalks, signalized pedestrian crossings], bicycle facility needs, and transit operations [bus stops, shelters, exclusive lanes])
- Environmental concerns and mitigation techniques

During this task, Kimley-Horn will also identify and document any environmentally sensitive locations where design adjustments may be necessary.

The conceptual design will be presented in a conceptual plan set that consists of:

- Title sheet
- Typical sections
- 200-scale plan view conceptual layout figures consisting of:
 - Existing parcel data
 - Estimated proposed ROW and slope lines
 - Environmental features (wetlands, streams, churches, parks, schools, etc.)

- Roadway centerline
- Pavement markings
- Structures (guardrail, retaining walls, bridges, box culverts)
- Slope adjustments
- Locations where design exceptions are recommended

Additionally, Environmental Technical Study Areas (ETSA) figures will be developed once the concept is accepted.

Task 6 – Engineer’s Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable cost (i.e., cost estimate) of the recommended improvements along the corridor consistent with TDOT Technical Report standards via the TDOT Cost Estimate Tool.

Task 7 – Technical Report Preparation

Kimley-Horn will prepare the draft Technical Report based upon templates utilized by TDOT. The report will consist of the following items:

- Cover sheet
- Executive summary
 - Purpose of the report
 - Overview of adjoining projects
 - Description of existing conditions
 - Existing and horizon traffic
- Table of contents
- Introduction
 - Report goals
 - Project initiation
- Study area, vicinity, existing roadway network maps, Flood Insurance Rate Maps (FIRM Maps)
- Preliminary purpose and need
- Description of existing conditions
 - Existing lane and shoulder widths
 - Functional classification
 - Speed limit
 - Pavement condition
 - Description of existing geometrics
- Demographics
 - Census data, county/city growth rate
- Existing land use and zoning
- Preliminary environmental constraints
 - Parks, schools, churches, wetlands, institutions etc.
- Existing utility infrastructure



- Additional traffic engineering analyses
- Additional signal system design outside of the scope referenced
- Attendance at review meetings and / or public hearings
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- TMC data for seven (7) of the corridor signals
- As-built traffic signal plans or file drawings (if available)
- Existing signal timing parameters (coordination, time-of-day / day-of-week, and local controller settings data)
- Information regarding adjoining projects

SCHEDULE

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 7 for a total lump sum fee (inclusive of labor and expenses) summarized below.

<i>Task 1 – Project Coordination Services</i>	<i>\$12,600</i>
<i>Task 2 – Data Collection Services</i>	<i>\$19,700</i>
<i>Task 3 – Field Review</i>	<i>\$8,400</i>
<i>Task 4 – Evaluate Existing Conditions</i>	<i>\$32,200</i>
<i>Task 5 – Conceptual Design Services</i>	<i>\$35,600</i>
<i>Task 6 – Engineer's Opinion of Probable Cost</i>	<i>\$3,800</i>
<i>Task 7 – Technical Report Preparation</i>	<i>\$17,100</i>

Total Lump Sum Fee:	\$129,400
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Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

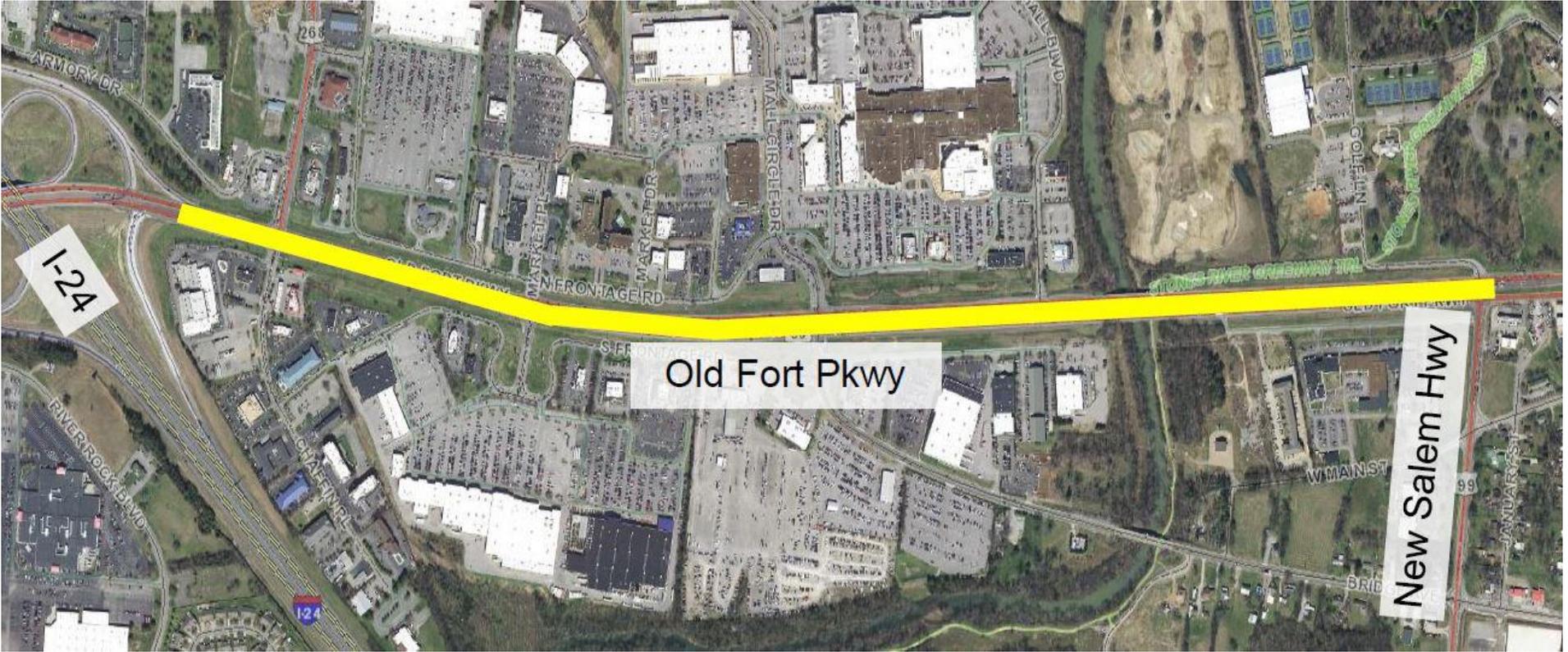


Kimley-Horn will perform the services described in Task 8 (Additional Services) of the Scope of Services on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 8 will not be performed without authorization from the City of Murfreesboro.

EXHIBIT B

DISPUTE RESOLUTION

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.
- 7.6.6 If the complete resolution of a dispute requires the joinder of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.



I-24

Old Fort Pkwy

New Salem Hwy

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Cherry Lane Phase 3 Amendment #2 Design Services Contract

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment #2 to the Cherry Lane Phase 3 Design Services Contract with Wisser Consultants, LLC.

Staff Recommendation

Approve Amendment #2 to the Cherry Lane Phase 3 Design Services Contract with Wisser Consultants, LLC, subject to Legal Department approval.

Background Information

In 2013, Council approved a professional design services contract with Wisser Consultants, LLC for the Cherry Lane Phase 3 project. As the project approaches the final phases of the Right of Way Phase, additional services are needed including additional ROW staking, performing a NEPA reevaluation to include various environmental services as well as dividing the project into three phases for construction. The additional services are \$233,762. This would raise the contract ceiling to \$2,702,985. This expense is funded by 80% federal funds and 20% local funds. The local portion is funded by FY19 CIP Budget.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

This expense is funded by 80% federal and state funds and 20% local funds. The local portion, \$46,752, is funded by FY19 CIP Budget.

Attachments

1. Amendment #2 from Wisser Consultants, LLC.
2. Original Contract
3. Site Map

AMENDMENT TWO

AGREEMENT BETWEEN WISER CONSULTANTS, LLC
AND
CITY OF MURFREESBORO, TENNESSEE

SECTION I: GENERAL RECITALS

THIS AMENDMENT TWO (“the Agreement”), made and entered into as of this the ____ day of _____, by and between WISER CONSULTANTS, LLC, a Tennessee limited liability company located at 1620 Gateway Blvd., Murfreesboro, Tennessee 37129, hereinafter referred to as the "ENGINEER", and CITY OF MURFREESBORO, 111 West Vine Street, Murfreesboro, TENNESSEE 37130, hereinafter referred to as the "CITY" amends the agreement of the parties approved by the City Council on April 4, 2013.

WITNESSETH:

WHEREAS, the CITY and ENGINEER entered into an agreement approved by the City Council on April 4, 2013 for the design of the Cherry Lane Phase 3 project between NW Broad Street and Sulphur Springs Road (“Contract”); and

WHEREAS, the CITY’S “Cherry Lane Phase 3” project’s scope of services has changed as described in the WISER Fee Proposal & Scope of Work Dated February 21, 2023, Attachment A, which shall be considered as an integral part hereof; and

WHEREAS, the maximum payment to the ENGINEER shall be changed from \$2,469,222.89 to \$2,702,985.30; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

1.) SERVICES OF THE ENGINEER

The SCOPE OF SERVICES of ENGINEER is amended to add the services set forth in the WISER Fee Proposal & Scope of Work Dated February 21, 2023, Attachment A.

2) SECTION V: PAYMENTS is amended by deleting \$2,469,222.89 wherever found therein and substituting in lieu thereof \$2,702,985.30.

3) The Contract is not otherwise changed.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers on the date first above written.

WISER CONSULTANTS, LLC

CITY OF MURFREESBORO, TENNESSEE

By: _____

By: _____

Justin C. Rains

Title: President/CEO

Title: _____

Date: February 21, 2023

Date: _____

Approved as to form

Adam F. Tucker, City Attorney

Attachment A — Scope of Services

February 21, 2023

Chris Griffith, PE
Executive Director of Public Infrastructure
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

**Subject: Proposal for 3 Phases of Construction Plans
Cherry Lane Phase 3, from Broad Street to Sulphur Springs**

Wiser Consultants, LLC is pleased to submit the attached Design Services proposal as requested for the subject project. The fee is based on Wiser's current hourly rates and overhead rate. Our scope, assumptions and fee are as follows:

SCOPE AND ASSUMPTIONS:

Survey Services

ROW Staking:

1. Wiser will perform ROW staking throughout the corridor to aid with ROW acquisition. This will be a one-time staking of ROW and proposed easements.

Design Services

2. The following items are needed to bring the plans from ROW to Construction:
 - a. Traffic Control Plans
 - b. Notes and Standard Drawings
 - c. Gore Detail Sheets
 - d. Signing and Pavement Marking Sheets
 - e. Roadway Quantities
3. NEPA Reevaluation
4. Environmental Boundaries Report (EBR)
5. Air and Noise Study
6. Cultural Resources Study
7. Updated Traffic Analysis
8. The Construction Plans will be split into 3 phases (termini TBD) with each phase having its own plan set and, consequently, its own: Traffic Control, EPSC, Notes, Quantities, etc. Each set will be submitted to the City at construction stage of project development for review and approval.

9. An itemized estimate of cost will be prepared using TDOT pay item numbers. The construction cost estimate will be provided at the end of the design phase once quantity take-offs have been prepared. An updated construction cost estimate will be provided prior to Bid advertisement as needed.
10. Perform utility coordination services, including:
 - a. Coordination and correspondence between utility companies in conflict.
 - b. Preparing utility conflict matrices.
 - c. Three (3) utility deconfliction meetings.
11. Prepare bid documents per City of Murfreesboro guidelines.
12. Prepare bid notice on behalf of the City of Murfreesboro (The City will be responsible for any related costs for this activity).
13. Assist City in evaluation of bids and recommendation for contract award.

The project will be developed using the following assumptions and criteria:

1. Project will be split into 3 phases for construction.
2. Any related utility design and/or relocation will be by others.
3. Project will have 3 utility deconfliction meetings.
4. Project to have a single bid cycle.

Items that are not included within the scope of work and can be negotiated at a later date as additional services:

1. Roadway or pedestrian lighting.
2. Landscaping improvements.
3. Services or costs associated with mitigation of environmental features discovered during the project.
4. Environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material, or archeological sites.
5. Survey updates due to residential, commercial, or industrial development.
6. Any public involvement meetings or presentations.
7. Any changes to the horizontal and/or vertical alignment or typical section from those in the ROW Plans Revised 10-17-22.
8. Construction Engineering Inspection (CEI) and related services.
9. Costs necessary to advertise and/or bid the project more than once.
10. Studies or design of a detention/retention pond.
11. Retaining wall design.
12. Noise wall design.

The following will be provided or paid by the City of Murfreesboro:

1. All fees for advertisements.
2. Property access notification for Surveying services.
3. City of Murfreesboro traffic signal specifications.

FEE:

Right of Way Staking:	Hourly not to exceed \$	15,000.00
Roadway Design:	Hourly not to exceed \$	334,931.05
Bridge Design:	Hourly not to exceed \$	50,408.39
NEPA Reevaluation:	Hourly not to exceed \$	23,902.74
Environmental Boundaries Report:	Hourly not to exceed \$	14,134.61
Updated Traffic Analysis:	Hourly not to exceed \$	27,270.27
Air and Noise Study:	Hourly not to exceed \$	11,723.75
Cultural Resources Study:	Hourly not to exceed \$	18,704.00
Utility Coordination & Deconfliction:	Hourly not to exceed \$	27,509.98
<u>Bidding Assistance:</u>	<u>Hourly not to exceed \$</u>	<u>8,000.00</u>
TOTAL FEE – CONSTRUCTION PLANS PHASE:	\$	531,584.80
REMAINING CONTRACT BALANCE:	\$	297,822.39
ADDITIONAL FEE REQUESTED:	\$	233,762.41

SCHEDULE:

Design services can begin immediately after notice to proceed.

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-278-1500 or DNMcClatchey@wiserconsultants.com.

Sincerely,

Wiser Consultants, LLC



Neal McClatchey, PE
Project Manager

SCOPE OF WORK

ENVIRONMENTAL REEVALUATION

**Cherry Lane Extension Phase III
From Broad Street (US-41/US-70S) to Near Sulphur
Springs Road
Murfreesboro, Rutherford County, Tennessee**

TDOT PIN 116200.00

Prepared for:

Wiser Consultants, LLC

Prepared by:

Valerie Birch, AICP

HDR Engineering, Inc.

Date: Revised February 21, 2023

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PROJECT DESCRIPTION

Phase III of the Cherry Lane extension begins at Broad Street (US-41/US-70S) and extends approximately 2.5 miles eastward to tie into Phase II at Sulphur Springs Road near the Sulphur Springs Road/Alford Road intersection. Phase III includes a crossing of the West Fork Stones River and an interchange with I-840. A D-List Categorical Exclusion (CE) for the Phase III project was approved by the Federal Highway Administration (FHWA) on October 22, 2015. A reevaluation for the project was approved by FHWA on January 25, 2019.

Based on revised right-of-way (ROW) plans, additional coordination with the TDOT Environmental Technical Studies Offices (ETSO) is being required.

The Scope of Work for the required additional coordination is described in detail below.

1.0 PROJECT MANAGEMENT AND COORDINATION

The purpose of this task is to plan, organize, and implement the tasks stipulated in this scope of services in a timely manner. In this task, HDR, Inc. (Consultant) will:

- Maintain direct contact and continuous liaison with the designated point of contact and project team; and
- Participate in project team meetings and prepare meeting notes.

2.0 DESCRIPTION OF CHANGES TO THE PROJECT

The Consultant will review the most recent revised ROW plans, currently assumed to be the set dated 10/17/2022, to determine any changes that have occurred since the January 25, 2019 NEPA reevaluation. As part of the review, the Consultant will also update the hazardous materials desktop study using the online databases listed in the *TDOT Local Government Guidelines for Completing the NEPA Process*. The update will determine whether any changes would require acquisition of ROW or easements the have the potential to contain hazardous materials and/or whether the project directly abuts property that might contain hazardous materials.

Deliverables by Consultant:

- Draft and Final Summary of Design Changes and Hazardous Materials Review (digital copy only).

3.0 UPDATE TECHNICAL STUDIES

The purpose of this task is to update technical studies as required by the TDOT Technical Study Offices.

3.1 Environmental Boundaries Report (EBR)

If requested by the TDOT Local Programs Office, the Consultant will prepare an Environmental Boundaries Report for the project based on the current TDOT EBR template. This scope assumes that a bat survey is not required. Should a bat survey be required, a supplement to this scope would be necessary.

Deliverables by Consultant:

- Draft and Final EBR (digital copy only).

3.2 Air Quality and Noise

If requested by the TDOT Local Programs Office, Bowlby & Associates, Inc. will prepare updated air quality and noise evaluations.

Deliverables by Consultant:

- Draft and Final Air Quality Report (digital copy only).
- Draft and Final Noise Report (digital copy only).

3.3 Cultural Resources

If requested by the TDOT Local Programs Office, Richard Grubb & Associates, Inc. will update cultural resources information.

Deliverables by Consultant:

- Draft and Final Archaeology Desktop Review Report (digital copy only).
- Draft and Final Update to Historic Architectural Resources Survey Report (digital copy only).

3.4 Updated Traffic Analysis

If requested by the TDOT Local Programs Office, the Consultant will prepare an updated traffic analysis for the project.

Deliverables by Consultant:

- Draft and Final Traffic Analysis (digital copy only).

4.0 PREPARE NEPA REEVALUATION

The purpose of this task is the development of the NEPA reevaluation, consistent with the requirements of the Council on Environmental Quality (CEQ) and using the Local Programs NEPA Template (LGT). The Consultant will prepare an updated Environmental Justice (EJ) analysis to be incorporated into the NEPA reevaluation.

Assumptions:

- TDOT Local Programs Environmental staff will prepare the Environmental Studies Request (ESR) and distribute to the ETSOs.
- ESR responses will be provided to the Consultant for incorporation into the reevaluation.
- It is assumed that no technical studies (e.g. ecology, air quality, noise, cultural resources, traffic) will need to be updated. They are not included in this scope of services and will require a supplement should updates be required.

Deliverables by Consultant:

- Draft and Final NEPA reevaluation (digital version only).

TOTAL COST PROPOSAL - NEPA REEVALUATION FOR CHERRY LANE PH
Murfreesboro, TN TDOT PIN 116200.00

Prepared by HDR, Inc.
 February 21, 2023

LABOR			
<i>See Manhour Proposal--Attached</i>			
	Total Hours	Rate	Labor
Project Manager	50	\$ 100.03	\$ 5,001.50
Sr. Environmental Planner	44	\$ 46.48	\$ 2,045.12
Environmental Planner	158	\$ 28.75	\$ 4,542.50
GIS	30	\$ 30.00	\$ 900.00
Sr. Traffic Engineer	28	\$ 71.40	\$ 1,999.20
Traffic Engineer	48	\$ 65.00	\$ 3,120.00
EIT	116	\$ 37.92	\$ 4,398.72
Angela Grey	14	\$ 41.69	\$ 583.66
Total Hours	488		\$ 22,590.70 Labor
Total Person Days	61		\$ 34,943.29 Overhead @ 154.68
			\$ 57,533.99 Labor + Overhead
			\$ 7,191.75 Fee @ 12.50%
			\$ 64,725.74
			\$ 31,009.63 Direct Costs
			\$ 95,735.37 Total Cost

DIRECT EXPENSES	
<i>See Direct Cost Proposal--Attached</i>	\$ 31,009.63

LINE ITEM TOTALS	
ITEM	Cost
NEPA Reevaluation Document (Tasks 1.0, 2.0, 4.0)	\$ 23,902.74
Environmental Boundaries Report (EBR) (Task 3.1)	\$ 14,134.61
Updated Traffic Analysis (Task 3.4)(HDR)	\$ 27,270.27
Air and Noise Study (Task 3.2)	\$ 11,723.75
Cultural Resources Study (Task 3.3)	\$ 18,704.00
	\$ 95,735.37

Bowlby & Associates, Inc.

2505 21st Avenue S, Suite 300, Nashville TN 37212
(615) 997-3982, www.bowlbyassociates.com

Table 1 - Proposed Level of Effort and Cost

Submitted to:	Valerie Birch
	HDR Inc.
	750 Old Hickory Blvd.
	Building 1, Suite 200
	Brentwood, TN 37027-4528
	Birch, Valerie <Valerie.Birch@hdrinc.com>

Project Information	
City/County:	Murfreesboro, Rutherford County
Route:	Cherry Lane Extension
Funding:	Federal
Work Type:	NEPA Reevaluation
Proposal Date:	20-Feb-2023
Proposed Project Manager:	Darlene D. Reiter, PhD, P.E.
Cost Proposal Prepared By:	Darlene D. Reiter, PhD, P.E./Geoff Pratt, P.E.
B&A Job:	TBD

Description of Professional Services						
Task	D. Reiter	G. Pratt	R. Williamson			Total
Task 1. Air Quality Evaluation						
1.1 Transportation Conformity	1.0	0.0	0.0			1.0
1.2 Mobile Source Air Toxics (MSAT)	1.0	1.0	0.0			2.0
1.3 Greenhouse Gas Emissions (Climate Change)	1.0	4.0	0.0			5.0
1.4 Report Preparation	6.0	2.0	0.0			8.0
Task 2. Noise Evaluation						
2.1 Data Collection	0.0	1.0	0.0			1.0
2.2 Identification of Noise-Sensitive Land Uses	0.0	1.0	1.0			2.0
2.3 Determination of Existing Noise Levels	1.0	10.0	0.0			11.0
2.4 Prediction of Future Noise Levels	2.0	12.0	2.0			16.0
2.5 Determination of Noise Impacts	1.0	1.0	0.0			2.0
2.6 Abatement Evaluation	2.0	1.0	0.0			3.0
2.7 Report Preparation and KMZ	6.0	6.0	2.0			14.0
Task 3. Construction Reevaluation	2.0	0.0	0.0			2.0
Task 4. Project Coordination and Administration	3.0	0.0	0.0			3.0
	Total Hours	26.0	39.0	5.0		70.0
	Hourly Rate	\$72.00	\$48.50	\$44.50		
	Total Salary	\$1,872.00	\$1,891.50	\$222.50		\$3,986.00
					Escalation	0.00% \$ 0.00
					Total salary (plus escalation)	\$ 3,986.00
					Overhead	161.21% \$ 6,425.83
					Sum of Salary and Overhead	\$ 10,411.83
					Fee (multiply % by 2.35 x Total Salary)	12.00% \$ 1,249.42
					Total Cost, Professional Services	\$ 11,661.25

Other Direct Costs						
Item	Description	Unit	Quantity	Amount	Subtotal	Notes:
Travel					\$62.50	
	Privately-owned vehicle miles (TN rate, 2022)	\$0.625	100	\$62.50		TN rate, 2022
						Total, Other Direct Costs
						\$ 62.50
						Total, All Costs
						\$11,723.75
						Contingencies
					0.00%	\$ 0.00
						GRAND TOTAL
						\$11,723.75

**PROPOSED SCOPE OF WORK
UPDATED AIR QUALITY AND NOISE EVALUATIONS
CHERRY LANE EXTENSION
CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
DATE: FEBRUARY 20, 2023**

PROJECT DESCRIPTION:

The City of Murfreesboro is conducting a reevaluation of the Environmental Assessment (EA) for the Cherry Lane Extension project. The air quality and noise studies for the EA were completed in 2005 and may need to be updated pending determination by the Tennessee Department of Transportation (TDOT). Bowlby & Associates, Inc. (B&A) proposes the following scope for the updated air quality and noise evaluations.

TASK 1: AIR QUALITY EVALUATION

Subtask 1.1: Transportation Conformity

B&A will update the transportation conformity evaluation.

Subtask 1.2: Mobile Source Air Toxics (MSAT)

The MSAT evaluation will be updated per FHWA's January 2023 "Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents."

Subtask 1.3: Greenhouse Gas Emissions (Climate Change)

TDOT now requires a greenhouse gas emissions (climate change) analysis for projects processed with EAs. B&A will conduct the analysis per TDOT's current guidance.

Subtask 1.4: Report Preparation

B&A will prepare a separate Air Quality Technical Report per TDOT's current procedures as well as the air quality statements for the reevaluation.

TASK 2: NOISE EVALUATION

Subtask 2.1: Data Collection and Review

B&A will review the current project plans, traffic projections, and other project information and identify any additional information needed for the analysis. Additional information will be provided by HDR or the City. The project plans should be provided in both pdf and MicroStation formats. Elevations will be determined from STS-GIS (Strategic Technology

Solutions – Geographic Information System) Services from the Tennessee Department of Finance and Administration.

Subtask 2.2: Identification of Noise-Sensitive Land Uses

B&A will review the previously identified noise-sensitive land uses and identify any new or permitted land uses. Note that land uses constructed after the Federal Highway Administration (FHWA) approved the Finding of No Significant Impact (FONSI) will be evaluated for noise impact but would not qualify for consideration of noise abatement.

Subtask 2.3: Determination of Existing Noise Levels

B&A will use *Method 1: Measurement of Existing Noise Levels* of TDOT's noise procedures to update existing noise levels since the project is on a new alignment and for consistency with the previous study. B&A will conduct noise measurements at a subset of the noise-sensitive land uses to characterize the existing noise environment in the project area. B&A will import the noise level data into spreadsheets and identify and eliminate any measurement intervals that are contaminated due to unrepresentative noise sources, high wind, or other factors.

Subtask 2.4: Prediction of Future Noise Levels

Future design year noise levels for the No-Build Alternative will be determined by evaluating existing and design year traffic volumes on the affected roadway network. B&A will predict future design year worst-hour noise levels using TNM 2.5 for the Selected Alternative using the current project plans.

Subtask 2.5: Determination of Noise Impacts

B&A will identify noise impacts at the noise-sensitive land uses per TDOT's noise policy. Locations will be identified as impacted if 1) the predicted worst hour $L_{eq}(1h)$ approaches or exceeds the FHWA Noise Abatement Criteria (NAC), or 2) the project causes a substantial increase in existing noise levels.

Subtask 2.6: Abatement Evaluation

B&A will complete an abatement evaluation for any impacted land uses per TDOT's noise policy. A noise barrier evaluation is anticipated for one area.

Subtask 2.7: Report Preparation

B&A will prepare a Noise Technical Report and the noise statements for the reevaluation. Brief discussions of construction noise and coordination with local officials will be included. B&A will also prepare a Google Earth kmz file using TDOT's standard schema that includes the noise study results.

TASK 3. CONSTRUCTION REEVALUATION

B&A will complete the air quality and noise sections for the construction reevaluation. The budget assumes no significant changes to the project plans that would require an update of the air quality or noise analyses.

TASK 4. PROJECT COORDINATION AND ADMINISTRATION

B&A will coordinate with HDR on technical and administrative issues.

Estimated Labor Hours by Task and Estimated Cost: See attached Table 1, showing hours by task by person and costs, based on B&A's current TDOT overhead limit of 161.21% for federally funded projects and a fee of 12%. Other direct costs, such as project-related travel, were then added to the sum of labor, overhead, and fee to develop a total cost.

Type of Payment: Lump sum.



Cultural Resource Consultants

Richard Grubb & Associates, Inc.
Cost Proposal
Cultural Resources Survey Reevaluation
Cherry Lane Extension Phase III
Murfreesboro, Rutherford County, TN
February 17, 2023

Labor Costs

Personnel by Title	Billable Rate	Hours by Task					Total Hours	Total Labor
		Planning	Research	Field-work	Artifact Processing/Analysis	Report		
Director	\$ 170.05					1	1	\$170.05
Principal Sr. Archaeologist-AB	\$ 125.13					2	2	\$250.26
Sr. Architectural Historian-RJ	\$ 123.75	2	2			16	20	\$2,475.00
Sr. Historian-SS	\$ 79.75		8	8		56	72	\$5,742.00
Archaeologist-KM	\$ 91.43	2	6			32	40	\$3,657.20
Architectural Historian-DM	\$ 68.75		16	8		32	56	\$3,850.00
Field Technician-CM	\$ 55.00		8			12	20	\$1,100.00
Lab Director	\$ 74.25						0	\$0.00
Drafter	\$ 74.25						0	\$0.00
GIS Technician-WC	\$ 28.60	2				12	14	\$400.40
Technical Editor-AB	\$ 74.25					14	14	\$1,039.50
Field Director-DZ	\$ 75.00						0	\$0.00
Field Technician	\$ 28.60						0	\$0.00
Total Hours by Task		6	40	16		177	239	
Total Labor by Task		\$487.56	\$2,974.08	\$1,188.00	\$0.00	\$14,034.77		\$18,684.41

Expense Costs

Expense	Amount
Lodging	\$0.00
Per Diem Full Day	\$0.00

Direct Labor Total

\$18,684.41

Per Diem Travel Day	\$0.00		
Field Supplies	\$0.00		
Postage	\$0.00	Labor Total	\$18,684.41
Historic Aerials (\$10x2)	\$20.00		
Mileage	\$0.00	Expense Total	<u>\$20.00</u>
Curation	\$0.00		
	<u>\$20.00</u>	Total Project Cost Not-To Exceed	\$18,704.00

SCOPE OF SERVICES

General

- Project will construct a new road from Broad Street (US 41) to Sulphur Springs Road/Alford Road
- Project length is approximately 2.5 miles and includes a bridge over West Fork of Stones River and partial cloverleaf interchange at I-840
- Project corridor includes 2 travel lanes, center turn lane, sidewalk on one side, multi-use path on one side, grass strips on both sides, and curb and gutter
- Project would require approximately 54 acres of ROW and approximately 20 acres of easements
- Project is a CE Reevaluation based on previous studies completed from 2014-2015
- Project is federally-funded and requires Section 106 and Section 4(f) compliance
- APE for historic architecture includes project site, abutting properties, and 0.25-mile viewshed
- Background research will include review of historic maps, aerial maps, and documented sites and surveys at the TN-SHPO
- Prepare compliance-level Section 106 Cultural Resources Survey reports that meet TDOT, and TN-SHPO guidelines, for submittal to TDOT, TN-SHPO and any other reviewing agencies

Archaeology

- Project does not require an archaeological survey
- Project includes a desktop review of previous studies and memo with recommendations

Historic Architecture

- Complete an updated historic architectural resources survey of the APE
- Maps/aerials and previous studies indicate the APE contains around 9 resources more than 45 years of age, including 6 dwellings, a railroad corridor, and 2 cemeteries; 2 dwellings will be taken
- APE includes the NRHP-listed Elmwood Farm, which was previously evaluated for effects

- Rutherford County online historic structures survey data indicates two previously surveyed resources that were not included in previous studies; ROW will be taken from both
- Prepare compliance-level Section 106 Historic Architecture Resources Survey report
- Prepare TN-SHPO survey site forms for newly surveyed resources
- Section 106 Assessment of Effects, if necessary, prepared under amended contract
- Section 4(f) documentation, if necessary, prepared under amended contract

PROPOSED SCHEDULE

- Draft Archaeology Desktop Review Report (1) submitted within 6 weeks of NTP
- Historic architecture fieldwork completed within 4 weeks of NTP
- Management Summary submitted within 1 week of completion of fieldwork
- Draft Cultural Resources Survey Report (1) submitted within 8 weeks of completion of fieldwork
- TN-SHPO survey site forms submitted within 8 weeks of completion of fieldwork

AGREEMENT BETWEEN WISER COMPANY, LLC
AND
CITY OF MURFREESBORO, TENNESSEE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into by and between WISER COMPANY, LLC, a Tennessee limited liability company located at 237 West Northfield Blvd., Ste. 200, Murfreesboro, Tennessee 37129, hereinafter referred to as "ENGINEER", and CITY OF MURFREESBORO, TENNESSEE, 111 East Vine Street, Murfreesboro, Tennessee 37130, hereinafter referred to as "CITY", who mutually agree as follows:

DECLARATIONS. City desires to retain ENGINEER to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows: Cherry Lane Extension

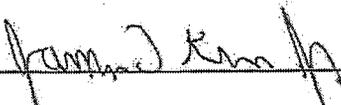
1. SCOPE OF SERVICES. Engineer shall provide PE-NEPA, Preliminary, ROW and Final Engineering Design Services, including bidding, for the Cherry Lane Extension. WISER Fee Proposal & Scope of Work Dated January 28, 2013 as found in Attachment A shall be considered as an integral part hereof.
2. Engineer shall be paid on a Time and Materials Basis as detailed herein, in the Amount Not To Exceed \$2,469,222.89.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Mayor and City Council Approved this Agreement on the 4 Day of April 2013.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers.

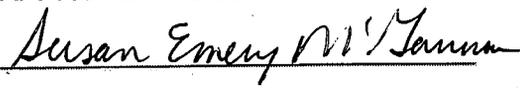
WISER COMPANY, LLC

CITY OF MURFREESBORO, TENNESSEE

By: 
 James T. Kerr Jr., Sr. Vice President
 Date: 3-27-2013

By: 
 Title: _____
 Date: 4-24-13

APPROVED AS TO FORM:


 Susan Emery McGannon, City Attorney ^{SEM}

TERMS AND CONDITIONS

SECTION I: GENERAL RECITALS

WHEREAS, the CITY requires PE-NEPA, Preliminary, ROW and Final Engineering Design Services, including bidding, for the Cherry Lane Extension Phase 3; and,

WHEREAS, the CITY proposes under the authority of this Agreement to employ the ENGINEER, a firm adjudged by the CITY to be qualified, for the performance of Professional Services described herein on the proposed project as identified herein; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II: SERVICES OF THE ENGINEER

- A. PROJECT'S LOCATION AND GENERAL STATEMENT OF ENGINEER'S ASSIGNMENT. The ENGINEER shall provide the engineering design services and bidding, in cooperation with the CITY for the Cherry Lane Extension.
- B. GENERAL PROJECT CRITERIA. The ENGINEER'S efforts shall include, but not be limited to the Scope of Work and Tasks set forth in the Letters of Interest issued by CITY on May 20, 2012 ("LOI"), Request for Proposal ("RFP") issued by CITY on June 20, 2012, and Proposal of WISER dated July 6, 2012, WISER Fee Proposal & Scope of Work dated January 28, 2013, all of which are incorporated herein as if copied verbatim.

Note: In accordance with the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, Sections 107.14 and 107.18, the Contractor is responsible for project site safety. The ENGINEER'S employees are responsible for their personal safety. The ENGINEER is not charged with the role of safety inspector per Section 105.10 and Section 105.11 of Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

Any questions regarding the administration of the contract should be forwarded to the CITY project supervisor.

Criteria needed to supplement the foregoing shall be as directed by the CITY. Throughout the entire work the ENGINEER will endeavor to obtain the most feasible plan with appropriate weight and consideration given to minimizing the cost of the project.

- C. SCHEDULES. The ENGINEER agrees to begin work immediately after receiving

authorization to proceed with the work. Any time limitations herein stated are to be conditional upon timely receipt of various information to be supplied by the CITY, upon the CITY'S close working relationship with the ENGINEER during the several functions of this project, and upon prompt review and approval of the ENGINEER'S work by the CITY and others as requested by the ENGINEER during the life of this agreement.

- D. EXPERT WITNESS SERVICES: It is understood and agreed that ENGINEER'S services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the CITY and ENGINEER describing the services desired and providing a basis for compensation to ENGINEER.

SECTION III: CITY'S SERVICES

The CITY agrees to provide to the ENGINEER, without delay, or as they become available, the following:

- A. Copies of all requested material available regarding and indicating policies of the CITY with reference to geometrics, standards, specifications and methods, and other memoranda and directives pertaining to any part or phase of the work.
- B. Access to and use of all reports, data, or information in the possession of the CITY which might prove pertinent to the work set forth herein. No warranty is made as to the sufficiency of such data furnished by the CITY.
- C. Right-of-Entry onto the Project site for ENGINEER'S necessary field studies and surveys. ENGINEER shall endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- D. All information furnished the ENGINEER by the CITY, electronically or otherwise, is provided solely for the specific purpose set forth in this Agreement. Should the ENGINEER use such information for any other purpose, it shall do so at its own risk, and shall assume full responsibility for such action.
- E. The CITY shall provide a project supervisor to oversee and coordinate with the ENGINEER'S project supervisor.

Contact Person	Dana Richardson, Transportation Director
Phone	(615) 893-6441
Email	drichardson@murfreesborotn.gov

The "Contact Person" designated above shall have the authority to act on behalf of the CITY to define scope, transmit instructions, and receive information. The Contact Person may also authorize changes in Professional Services and negotiate fees and other changes under this Agreement, which **must** then be approved by the Mayor and

City Council.

- F. The CITY, with the assistance of ENGINEER, shall provide public information/relations for project development.

SECTION IV: TDOT STANDARD TERMS AND CONDITIONS

- A. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Tennessee. ENGINEER 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 ENGINEER acknowledges and agrees that any rights or claims against the CITY or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all applicable laws.
- B. **GENERAL COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**
 - 1) The ENGINEER 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 ENGINEER shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
 - 2) The parties agree that failure of the ENGINEER to comply with this provision shall constitute a material breach of this Agreement and subject the ENGINEER to repayment of all damages by the CITY as a result of said breach.
- C. **STATE LAW:** Nothing in this Agreement shall require the CITY 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 this Agreement violate any applicable state law, the ENGINEER will at once notify the CITY in writing in order that appropriate changes and modifications may be made by the CITY and ENGINEER to the end that the CITY and ENGINEER may proceed as soon as possible with the Project.
- D. **SUBMISSION OF THE PROCEEDINGS, AGREEMENTS, AND OTHER DOCUMENTS:** The ENGINEER shall submit to the CITY such data, reports, records, agreements, and other documents relating to the Project as the CITY, TDOT and the Federal Highway Administration may require.
- E. **APPROPRIATION OF FUNDS:** This Agreement is subject to the appropriation and availability of CITY, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the CITY reserves the right to terminate

the Agreement upon thirty (30) days written notice to the ENGINEER. Said termination shall not be deemed a breach of contract by the CITY. Upon receipt of the written notice, the ENGINEER shall cease all work associated with the Agreement. Should such an event occur, the ENGINEER shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the ENGINEER shall have no right to recover from the CITY any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- F. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall the making by the CITY of any payment to the ENGINEER constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the ENGINEER and the making of such payment by the CITY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default. Any invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- G. **CITY NOT OBLIGATED TO THIRD PARTIES:** The CITY shall not be obligated or liable hereunder to any party other than the ENGINEER.
- H. **INDEPENDENT CONTRACTOR:** 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.
- I. **Tennessee Department of Transportation Debarment and Suspension:** In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the ENGINEER certifies that it is not suspended or debarred and agrees that it shall not permit any 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.
- J. **Equal Employment Opportunity:**
- 1) In connection with the performance of any Project, the ENGINEER shall not

discriminate against any employee or applicant because race, age, color, religion, gender, pregnancy, marital status, military status, disability or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, gender, pregnancy, marital status, military status, disability or national origin. 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.

- 2) The ENGINEER shall insert the foregoing provision in all agreements modified only to show the particular 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 subcontractors 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 ENGINEER shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the CITY or TDOT setting forth the provisions of the nondiscrimination clause.

K. TITLE VI, CIVIL RIGHTS ACT OF 1964. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER ") agrees as follows:

- 1) Compliance with Regulations: The ENGINEER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix H and 23 CFR 710.405(b), as they may be amended from time to time (hereinafter referred to as the "Regulations"); which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The ENGINEER, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the ENGINEER for work to be performed under a subcontract,

including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the ENGINEER of the ENGINEER'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin.

- 4) Information and Reports: The ENGINEER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.
 - 5) EXECUTIVE ORDER 11246 AND EXECUTIVE ORDER 11375: During the performance of work under this Agreement the ENGINEER agrees to comply with the policies set forth in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
 - 6) TITLE VI ADDITIONAL ASSURANCES: ENGINEER incorporates by reference Tennessee Department of Transportation Title VI Assurances-Appendix A by reference as if copied verbatim herein. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
 - 7) SANCTIONS FOR NONCOMPLIANCE: In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
 - a) withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or
 - b) cancellation, termination, or suspension of the contract in whole or in part.
- L. AMERICANS WITH DISABILITIES ACT: ENGINEER will comply with all the requirements as imposed by the Americans with Disabilities Act and the regulations of the federal government issued thereunder. The ENGINEER shall comply with the Vocational Rehabilitation Act of 1973 as approved by Congress on September 26, 1973, herein incorporated by reference, which prohibits employment discriminations against physically handicapped persons.
- M. CONFLICTS OF INTEREST:
- a) ENGINEER warrants that no amount shall be paid directly or indirectly to an

employee or official of the CITY, the State or the Federal government as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to ENGINEER in connection with any work contemplated or performed relative to this Agreement.

- b) The ENGINEER shall insert in all agreements entered into in connection with the Project and shall require its subcontractors to insert in each of its subcontracts, the following provision:

“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 ENGINEER in connection with any work contemplated or performed relative to this Agreement.”

- N. INTEREST OF MEMBERS OF OR DELEGATES TO, CONGRESS (APPLIES TO FEDERAL AID PROJECTS): No member of or delegate of the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- O. RESTRICTIONS ON LOBBYING (APPLIES TO FEDERAL AID PROJECTS): The ENGINEER certifies, by signing this Agreement 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 ENGINEER, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement, or any Federal contract, 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 federal 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 ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c) The ENGINEER will require that the language of this certification be included in all subcontracts 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. The ENGINEER understands that this certification is a material representation of fact

upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

- d) The ENGINEER agrees that during the period of performance of this agreement it and its sub-recipients must file a disclosure form at the end of each calendar year quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any previously filed disclosure form. Events that are considered to materially affect the accuracy of information reported are described in Subpart A, Section 1230.110(c) of the Office of Management and Budget interim final guidance pertaining to Federal government-wide restrictions on lobbying established by Section 319 of Public Law 101-121.

P. Records:

- 1) The ENGINEER shall maintain documentation for all charges against the CITY under this Agreement. All costs charged to the Project, including any approved services contributed by the ENGINEER 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 CITY and TDOT the nature and propriety of the charges. The books, records, and documents of the ENGINEER, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the CITY at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- 2) Copies of these documents and records shall be furnished to the CITY, TDOT or their duly appointed representatives, upon request. Records of costs incurred includes the ENGINEER'S general accounting records and the Project records, together with supporting documents and records, of the ENGINEER and all subcontractors considered necessary by the CITY 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 finding involving the records have been resolved.
- 3) The aforesaid requirements to make records available to the CITY and TDOT shall be a continuing obligation of the ENGINEER and shall survive a termination of the Agreement.
- 4) ENGINEER shall consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the CITY.

Q. INSPECTION

- 1) The ENGINEER shall permit, and shall require its subcontractor or materials vendor to permit, the CITY'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.
- 2) The CITY reserves the right to terminate this Agreement for refusal by the ENGINEER or any subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

R. Termination for Convenience: The CITY may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the CITY. The CITY shall give the ENGINEER at least thirty (30) days written notice before the effective termination date. The ENGINEER shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CITY be liable to the ENGINEER for compensation for any service which has not been rendered. The final decision as to the amount for which the CITY is liable shall be determined by the CITY. Should the CITY exercise this provision, the ENGINEER shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

S. Termination for Cause: If the ENGINEER fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the ENGINEER violates any terms of this Agreement, the CITY shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by virtue of any breach of this Agreement by the ENGINEER.

T. How Agreement is Affected by Provisions Being Held Invalid: 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.

U. Agreement Format: All words used herein in the singular form shall extend to and include all 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.

- V. Certification Regarding Third Party Contracts: The ENGINEER 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.
- 1) The ENGINEER further certifies by its signature hereunder that it has disclosed and provided to the CITY a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
 - 2) The ENGINEER 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 CITY.
 - 3) The ENGINEER hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the ENGINEER to the repayment of funds received from or through the CITY under this Agreement and to the payment of all damages suffered by the CITY as a result of said breach.
- W. AMENDMENT: 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.
- X. CITY LIABILITY: The CITY shall have no liability except as specifically provided in this Agreement.
- Y. FORCE MAJEURE: 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.
- Z. REQUIRED APPROVALS: The CITY is not bound by this Agreement until it is approved by the appropriate CITY officials in accordance with its charter, applicable Tennessee State laws and regulations.
- AA. VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974: The ENGINEER shall comply with Section 2012 of the Vietnam Era Veterans Readjustment Act of 1974 which requires the ENGINEER to take affirmative action to employ and advance in employment qualified veterans of the Vietnam Era.

SECTION V: PAYMENTS

For the satisfactory performance of all services and assumption of the intrinsic responsibilities described and set forth in Section II, the CITY agrees to compensate the ENGINEER as hereinafter provided, subject to final approval of the CITY:

- A. **ACTUAL COST OF PERFORMING SAID SERVICES PLUS A FIXED AMOUNT:** As the extent of the ENGINEER'S efforts cannot be predetermined with exactness at this time, it is not feasible to establish payment on a lump sum amount or unit-of-work basis; therefore, it is mutually agreed by and between the parties hereto that compensation to the ENGINEER will be on the basis of the ENGINEER'S actual cost of performing said services plus a fixed amount to cover net fee only, as is qualified hereinafter. All costs incurred under the terms of this agreement shall be subject to the requirements of the Federal-aid Policy Guide, 23 CFR 172 and the provisions of Chapter 1, Section 31.2, Title 48 of the Federal Acquisition Regulations System. Actual costs eligible for reimbursement are those directly attributable and properly allocable to the accomplishment of the specific work for which the ENGINEER'S services have been retained under the agreement. These may include:
- 1) **LABOR:** Actual basic salaries for productive technical personnel and other employees for work-time directly connected with and essential to performance of work chargeable to the project, also salaries of principals for time they are productively engaged in work or activities that are necessary to fulfill the provisions and conditions of the contract, are allowable project charges; plus,
 - 2) **PAYROLL ADDITIVES AND GENERAL OVERHEAD:**
 - a) **State Funded Projects -Payroll additive and general overhead costs** eligible for reimbursement shall be as recognized and accepted for use as defined by this agreement or by the state's Finance Office following an audit of the ENGINEER'S total overhead costs. It is agreed that under this agreement those combined costs shall be invoiced at the lesser rate of (1) actual audited rate adjusted for the TDOT's "Standard Procurement Policy for Consultant and Technical Services" or (2) the maximum allowable rate of One Hundred Forty-Five and 00/100 (145%) percent of direct labor. It is agreed that the appropriate percentage shall be used for invoicing purposes for combined payroll additive and general operating overhead costs. The 145% rate cap rate (for state funded projects) shall also apply to subcontracted work. Subcontractors with an unlimited status shall also invoice at the lesser rate of (1) the actual audited rate or (2) the maximum allowable rate of One Hundred Forty-Five and 00/100 (145.00%) percent of direct labor. Subcontractors with limited status shall invoice at a self-certified rate with a maximum rate of One Hundred Twenty-Five and 00/100 (125%). It is further agreed that the ENGINEER'S payments to any individual owning more than 2% of the company as a bonus or under an executive management incentive plan shall not be considered as eligible costs pursuant to determination of said overhead rates. The maximum indirect salary for any employee shall be capped at \$150,000.00 per year.
 - b) **PAYROLL ADDITIVE AND GENERAL OVERHEAD FEDERALLY FUNDED PROJECTS:** Payroll Additive and general overhead costs eligible for reimbursement shall be as recognized and accepted for use

as defined by this agreement or by the state's Finance Office following an audit of the ENGINEER'S total overhead costs. It is agreed that the appropriate percentage shall be used for invoicing purposes for combined payroll additive and general operating overhead costs. Subcontractors (for federally funded projects) with unlimited status shall invoice at the actual audited rate as approved by External Audit. Subcontractors with limited status shall invoice at a self-certified rate with a maximum rate of One Hundred Twenty-Five and 00/100 (125%) per cent.

- 3) **OUT-OF-POCKET DIRECT PROJECT EXPENSE:** Any non-salary cost, including non-salary sub-contracted work, identified specifically with the project is a direct charge to the project, and similar costs which are identified specifically with other work of the ENGINEER are direct costs of that work and are not to be charged directly or indirectly to this project. Accordingly, any direct project non-salary costs under this agreement not included in the ENGINEER'S general operating overhead or payroll additives in conformance with its normal accounting practices, as is justified, will be eligible for reimbursement at the ENGINEER'S actual cost. Vehicle mileage (use of the ENGINEER'S own equipment) shall be supported by the date, time, origin, and destination of each trip. Vehicle costs will be reimbursed in accordance with the vehicle reimbursement schedule included in the TDOT's "Standard Procurement of Engineering and Technical Services Policy." As the rates in this schedule are subject to be revised periodically, the reimbursement will be based on the rates applicable for the billing period. Auto rental will be actual costs but shall not exceed local commercial rates. Billings for any actual out-of-pocket expense directly identifiable with the project shall be supportable by a listing of numbered original bills, invoices, expense accounts, and miscellaneous supporting materials which shall be retained for review and audit by CITY representatives. The ENGINEER'S costs for lodging, meals, and other involved travel-related costs shall be governed by the rates set forth in the latest edition of the state's Comprehensive Travel Regulations.
- 4) **ENGINEER'S ESTIMATE ITS ACTUAL COST:** The ENGINEER estimates its actual cost of performing all services required in the successful execution of its assignment as provided under this agreement to be Two Million Three Hundred Forty Four Thousand One Hundred Thirteen and 51/100 Dollars (\$2,344,113.51). For the performance of the work and in consideration of the complexities and responsibilities involved it is agreed that One Hundred Twenty-Five Thousand One Hundred Nine and 38/100 Dollars (\$125,109.38) is a reasonable net fee. The net fee for each progress billing shall be determined based on the total approved net fee for that phase of the Project multiplied by the estimated percentage of project completion for that phase of the Project during the invoicing period as stated in the progress report, less any partial payments. (See Article V Section E infra). For the performance of all services of the ENGINEER, as prescribed herein, the CITY agrees to reimburse the ENGINEER its actual cost (to be determined as herein provided)

and its aforesaid net fee not to exceed One Hundred Twenty-Five Thousand One Hundred Nine and 38/100 Dollars (\$125,109.38) for the completion of its total work assignment. The compensation ceiling of this agreement is hereby established at Two Million Four Hundred Sixty Nine Thousand Two Hundred Twenty Two and 89/100 Dollars (\$2,469,222.89), which compensation ceiling shall not be exceeded without a prior supplemental agreement between the parties hereto for the purpose of increasing said top-side amount. The ENGINEER'S proposal for services shall be incorporated into the supporting documentation for services included herein. It is agreed that said ceiling is subject to change through supplemental agreement. It is also agreed that if it appears that due to underestimation of man-hour or increase in salary rates the top-side limiting amounts for the ENGINEER'S services may be exceeded, the same will be subject to adjustment by mutual agreement to absorb the ENGINEER'S additional costs that will be incurred by reason of said underestimation of man-hours or increase in salary rates upon written request by the ENGINEER prior to the limiting amount being exceeded. Except in unusual cases deemed justifiable and prearranged in writing with the CITY, any request from the ENGINEER for ceiling adjustments to cover PAST incurred costs beyond the ceiling for incurred costs not yet covered by an approved Supplemental Agreement will be denied, and the expense of said costs shall be borne by the ENGINEER. The ENGINEER shall maintain a constant familiarity of the relationship between its gross earnings and the ceiling of this agreement. The increase of the ceiling to absorb the ENGINEER'S additional cost due to underestimation shall not include any increase in the net fee.

- B. **ADDITIONAL WORK:** In the event that the CITY, in writing, requests the ENGINEER to perform additional services on the project not covered by Section II of this agreement, the ENGINEER agrees to perform the same; payment therefor shall be made by the CITY under Paragraph A, sub-paragraphs 1, 2 and 3 of this section after a written agreement between the CITY and the ENGINEER has been entered into and approved. At the discretion of the CITY, said agreement may provide for an appropriate increase(s) in the ENGINEER'S net fee for the performance of said Additional Work. It is understood and agreed that no work relative to Additional Work or Change of Work (see Paragraph C immediately below) shall be performed by the ENGINEER prior to the CITY'S issuance of a work order for such Additional Work or Change of Work except in those cases when the CITY deems it to be in the public interest to issue a written order prior to the origination of a supplemental agreement. In such instances, the CITY will consider an early issuance of a work order upon its prior ascertainment of the necessity for the work and upon its assurance that additional compensation is warranted.
- C. **CHANGE OF WORK:** In the event the CITY should decide during the course of this work that there exists the need to change any work performed by the ENGINEER under this Agreement after some element of work has been approved by the CITY, the CITY shall notify the ENGINEER, in writing, to make the change, and the ENGINEER shall make the change as directed. Payment therefor is to be made by the

CITY after a written agreement is entered into between the CITY and the ENGINEER providing for appropriate adjustment in the compensation ceiling inclusive of appropriate adjustment in the ENGINEER'S net fee, which amounts shall be as negotiated.

- D. ABANDONMENT OF PROJECT: In the event the CITY decides to abandon all or any part of any project subsequent to the effectuation of this Agreement, the ENGINEER shall be paid by the CITY for all work completed prior to its having received written notice from the CITY to stop work and an appropriate negotiated amount agreed upon for net fee.
- E. MODE OF PAYMENT: The ENGINEER'S billings are to be segregated in accordance with the TDOT project numbers assigned to the work. Progress invoices with status of work shall be submitted by the ENGINEER to the CITY at a frequency of one per month in an amount equal to one hundred percent (100%) of the earned fee for the time period in question, the earned fee being defined as the amount determined under Paragraph A, sub-paragraphs 1, 2, 3 and 4 of this section based upon a mutually acceptable invoice of payroll and direct project out-of-pocket expense for the ENGINEER'S work performed as of the date of this Statement plus a part of the ENGINEER'S net fee. The net fee for each progress billing shall be determined based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any partial payments. The ENGINEER'S records and backup data on all items of cost entering into the billings for the professional services rendered under this agreement are subject to audit by representatives of the CITY, and copies thereof shall be furnished, if requested, as required under Paragraphs P and Q of Section IV of this Agreement.

Payments on all subsequent supplemental agreements shall also be reported in this same manner.

- F. TRAVEL EXPENSES: If the Project includes travel compensation, reimbursement to the ENGINEER 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.
- G. FINAL SETTLEMENT: Final settlement shall be made by the CITY to the ENGINEER within thirty (30) days following the completion and approval of all the ENGINEER'S work as set out in Section II and mutual approval of the CITY'S post-work audit report. ENGINEER must submit the final invoice on the project to the CITY within sixty (60) days after the completion of the Project. Invoices submitted after the sixty (60) day time period may not be paid.

SECTION VI: MISCELLANEOUS PROVISIONS

The ENGINEER and the CITY mutually agree as follows:

- A. OWNERSHIP OF ENGINEERING DOCUMENTS: Tracings, plans, specifications,

any maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the CITY. Basic design notes and sketches, charts, computations, all original drawings, and other data prepared or obtained under this Agreement shall be made available, upon request, to the CITY without restriction or limitation of their use.

- B. DELAYS AND EXTENSIONS: Time is of the essence with this Agreement. Reasonable extensions of promised times shall be mutually arrived at by the parties in the event of unavoidable delays.
- C. PROGRESS: The ENGINEER shall prepare detailed progress schedules for the several phases or items of the work and shall submit daily progress reports based on such schedules to the CITY as set forth in the WISER Proposal dated July 6, 2012. Each report shall provide an identification of work accomplished since the previous report. ENGINEER estimates the work to be completed approximately October 2017.
- D. MEDIATION: Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the ENGINEER and the CITY shall be referred to a mediator before either party pursues other means of redress. The mediator shall be a person agreed upon by both parties.
- E. SUBLETTING, ASSIGNMENT, OR TRANSFER: Subletting, assignment, or transfer of all or part of the interest of the ENGINEER is prohibited unless by written consent of the CITY and all agencies participating in the funding of this Agreement.
- F. EMPLOYMENT OF CITY WORKERS: The ENGINEER shall not engage, on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the CITY or the State of Tennessee, except regularly retired employees, without the written consent of the CITY.
- G. COVENANT AGAINST CONTINGENT FEES: The ENGINEER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- H. ENGINEER'S ENDORSEMENT: The ENGINEER'S endorsement shall be placed on the final maps of the survey, on preliminary and final construction plans, specifications, estimates, also other engineering data and documents furnished by the ENGINEER to the CITY, as applicable.
- I. CONTROL: To the extent applicable, all work by the ENGINEER is to be performed in

a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the Tennessee Department of Transportation ("TDOT") and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23 U.S.C., Sec. 109(b) as amended. The decision of the CITY is to control in all questions regarding locations, type of design, dimension of design, and similar questions. The ENGINEER is to periodically request sufficient conferences to insure that the work is being done by the ENGINEER in a satisfactory manner and that all locations and designs are made in accordance with the wishes of the CITY.

- J. COST ESTIMATES: The CITY hereby acknowledges that ENGINEER cannot warrant that opinions or estimates of costs provided by ENGINEER will not vary from actual cost incurred by the CITY.
-
- K. EFFECT OF EXISTING DATA ON AMOUNTS PAYABLE: The ENGINEER hereby certifies that prior to Agreement of the parties to this Agreement on the amounts payable, as expressed in Section V, ENGINEER reviewed, considered, and evaluated existing engineering data, traffic counts, services and projections to be provided by the CITY, other materials and data to be furnished by the CITY, and determined the amounts payable in contemplation of the effect of said data and materials upon its undertaking under this Agreement. Existing engineering data so reviewed, considered, and evaluated includes, but is not necessarily limited to, those set out in Section III.
- L. EQUIPMENT AND INSTRUMENTATIONS: It is understood and agreed that if any additional equipment is needed for the project, the CITY must be notified prior to any action. If necessary, said equipment shall be purchased by the CITY in compliance with the CITY'S low bid procedures. Said equipment shall be considered as the CITY'S property unless other means pertaining to the disposition of same are provided elsewhere within this Agreement.
- M. ENVIRONMENTAL PROTECTION REGULATIONS: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, or requirements set forth under Section 306 of the Clean Air Act (42 U.S.C. 1857 h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- N. ENERGY POLICY AND CONSERVATION ACT: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, and requirements relating to energy efficiency contained in the TDOT energy conservation plans issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- O. STANDARD OF CARE: The ENGINEER shall assume full responsibility for the quality of the ENGINEER'S work and its conformance with all applicable laws, rules, regulations and orders governing said work. The ENGINEER shall perform its duties

in conformance with the reasonable standard of care as applicable to members of its profession within the State of Tennessee practicing under similar conditions. There is no warranty, express or implied, by way of illustration and not limitation, warranty for fitness of particular purpose, or warranties of merchantability.

P. **COPYRIGHTING:** The ENGINEER shall be prohibited from copyrighting any papers, reports, forms or other material which is a part of any work under this Agreement without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

Q. **NOTICES:** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

R. **PROHIBITION OF ILLEGAL IMMIGRANTS:** The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the state of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Agreement.

- 1) The ENGINEER hereby attests, certifies, warrants, and assures that the ENGINEER shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement. The ENGINEER shall reaffirm this attestation, in writing, by submitting to the CITY a completed and signed copy of the document as Attachment B, hereto, semi-annually during the period of this Agreement. Such attestations shall be maintained by the ENGINEER and made available to CITY officials upon request.
- 2) Prior to the use of any subcontractor in the performance of this Agreement, and semi-annually thereafter, during the period of this Agreement, the ENGINEER shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Agreement. Attestations obtained from such subcontractors shall be maintained by the ENGINEER and made available to CITY officials upon request.
- 3) The ENGINEER shall maintain records for all personnel used in the performance of this Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the CITY.

- 4) The ENGINEER understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit the ENGINEER from contracting with, or submitting an offer, proposal, or bid to contract with the state of Tennessee to supply goods or services for a period of one year after the ENGINEER is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.
 - 5) For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.
- S. ELECTRONIC FORMAT: ENGINEER deliverables may include database design, electronic computer-aided design and drafting (CADD) files, or other electronic documents or deliverables. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, databases and electronic files shall be developed based on ENGINEER'S standard practice and procedure. ENGINEER shall not be liable for any erroneous information supplied by the CITY or third party that ENGINEER relies upon and incorporates into an electronic file or other documents.
- T. WARRANTY: Due to the easily alterable nature of electronic media, files, documents, and other deliverables, ENGINEER makes no warranties, either expressed or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance in any software used by the CITY or any other consultant or contractor.
- U. SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- V. INSURANCE:
- 1) During the performance of the Services under this Agreement, ENGINEER shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Worker's Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$3,000,000 annual aggregate.

- 2) ENGINEER shall add the CITY as an additional insured on its General Liability Insurance and Automobile Liability Insurance policies and as a certificate holder on its Workers' Compensation and Professional Liability Insurance policies.
- 3) ENGINEER shall, upon execution of this Agreement, furnish CITY certificates of insurance and copies of endorsements (blanket or specific) documenting that the CITY is named as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies in a form(s) as is agreeable to the CITY, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.
- 4) No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. CITY agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as CITY deems adequate to indemnify CITY, ENGINEER, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

Section VII: ENTIRETY OF THE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a CITY purchase order or other standard or preprinted work authorization issued by the CITY shall be null and void, even if such document is of later date.

This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A — WISER Fee Proposal & Scope of Work Dated January 28, 2013
- Attachment B — "Attestation Regarding Personnel Used in Contract or Agreement Performance"

Attachment A — WISER Fee Proposal & Scope of Work



Wiser Company, LLC
237 W. Northfield Boulevard, Suite 200
Murfreesboro, Tennessee 37129

March 26, 2013

www.wiserco.com
p. 615-896-7375
f. 615-890-1479

Mr. Dana Richardson, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130-3573

**RE: Revised Scope of Work and Fee Estimate Proposal
Cherry Lane Extension – Phase 3**

Dear Mr. Richardson:

Wiser, in association with Florence and Hutcheson, SEC, Huddleston-Steele, Griggs and Maloney, PanAmerican, Bowlby and Associates, and TTL, is pleased to submit to you our team's revised proposal to provide surveying and engineering planning and design services for the above referenced project. The proposal includes a revised scope of work and fee estimate based upon comments discussed in previous meetings with the City and the City of Murfreesboro Legal Department.

We appreciate your confidence in our team to provide these services for such a dynamic project. Should you have any further questions regarding this information, we are at your disposal to answer any concerns.

Sincerely,

WISER COMPANY, LLC

A handwritten signature in black ink that reads "Michael A. Biggs".

Michael A. Biggs, PE, CPESC

cc: Chris Griffith, Jim Kerr



**FEE PROPOSAL
FOR THE
CHERRY LANE EXTENSION – PHASE 3**

Revised – March 26, 2013

Prepared by

WISER COMPANY, LLC

237 W. Northfield Boulevard, Suite 200
Murfreesboro, TN 37129

www.wiserco.com

p. 615-896-7378

f. 615-890-1479



Wiser Company, LLC
 237 W. Hollister Blvd. Ste. 200
 Memphis, Tennessee 37128
 www.wiserco.com
 P. 615-895-7375
 F. 615-990-7016

**CHERRY LANE EXTENSION - PHASE 3
 PROJECT FEE SUMMARY**
 Revised January 28, 2013

Breakdown by Phase	Prime Consultant		Subconsultants				Total By Phase
	Wiser	Florence & Hutcherson	SEC	Huddleston - Steele	Griggs & Maloney	TTL	
PHASE							
PE - NEPA	\$ 189,244.60	\$ 152,846.51	\$ 96,794.61	\$ 70,294.72	\$ 51,554.71	\$ 170,687.49	\$ 8,659.67
Preliminary	\$ 439,290.44	\$ 126,114.66		\$ 39,824.95			
ROW/Final	\$ 649,650.62	\$ 251,465.25	\$ 27,711.40				
Bidding	\$ 104,245.98	\$ 13,753.58					
							Total Fee.....
							\$ 2,469,222.89

Breakdown by Prime & Subconsultant

Firm	Responsibility	OH Rate	% Net Fee	Prime Fee	Sub Fee
Wiser*	Prime	158.51	11%	\$ 1,382,431.64	
SEC	PE-NEPA (Survey), Drainage	125.00	11%		\$ 124,506.01
Huddleston - Steele	PE-NEPA (Survey), Traffic Update, Signal Preliminary (Geotech. Investigation)	125.00	11%		\$ 110,119.67
TTL†	PE-NEPA, Structures, Signing, Bidding	240.30	11%		\$ 170,687.49
Florence & Hutcherson**	PE-NEPA (Air/Noise)	153.44	11%		\$ 544,180.00
Bowlby‡	PE-NEPA (Cultural resources)	179.14	11%		\$ 8,659.67
PanAmerican¥	PE-NEPA (Ecology / HazMat)	129.29	11%		\$ 77,083.70
Griggs & Maloney****		125.00	11%		\$ 51,554.71
				Total Fee.....	\$ 2,469,222.89

* Includes \$6,180.00 Direct Costs for copies, plans, and display material

** Includes \$4,142.20 Direct Cost for copies, plans, and display material

*** Includes \$276.00 Direct Cost for mileage

† Includes \$4,085.50 Direct Cost for copies, mileage, and postage

‡ Includes \$37.50 Direct Cost for mileage

¥ Includes \$16,197.60 Direct Cost for copies, mileage, & travel

Ⓐ Indicates these Consultants will be directly subcontracted through Florence-Hutcherson



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Murfreesboro, Tennessee 37129

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p. 615-896-7375
f. 615-890-1479

Wiser understands the following items to be included within their scope of work:

1. Complete Project Management in accordance with the TDOT Local Programs Guidelines.
 - a. Including all coordination and correspondence with TDOT necessary to acquire their approval of the project.
 - b. Management of subconsultants relating to various phases of the project, including but not limited to field survey, NEPA document preparation, environmental studies, structural design, drainage, geotechnical, signal design, etc.
 - c. Maintenance of customer information portal (CIP) to assist with the transfer of project related information, provide real-time project status, track submittals, and archive miscellaneous project information.
 - d. Assumes that all submittals shall be per Local Programs requirements.
2. Attend all necessary team meetings, public meetings, and public hearings.
 - a. Assumes up to four (4) public involvement meetings (three meetings at the NEPA document phase, and one meeting during the Preliminary Design phase) with display and presentation material. Two (2) display exhibits shall be prepared for each public meeting.
 - b. Assumes one progress meeting per month with the City of Murfreesboro during the NEPA process (survey and environmental document) and Preliminary design. (Est. 16 meetings)
3. Provide field survey services of the project area per TDOT standards, including project management and coordination of subconsultants SEC, Inc. and Huddleston-Steele (See SEC's and Huddleston-Steele's detailed survey scope of work).
 - a. Assumes a survey period of approximately 16 weeks.
 - b. Estimates weekly site visits (total 16 visits), bi-monthly project management meetings (total eight meetings), and monthly status meetings with the City (total four meetings).
 - c. Collected field data will be submitted to and verified by Wiser and processed into respective TDOT format on a weekly basis.
 - d. A digital terrain model (DTM) will be created based upon field data collected.
 - e. Review of property parcels surveyed by subconsultants. This data will be processed into Geopak format.
 - f. Review and QA/QC of property exhibits and descriptions as prepared by subconsultants for the purpose of indicating proposed right-of-way to be acquired. Assumes four iterations of review and submittals to the City, based upon approximately 18 property parcels. Coordination and meetings with the City and its appraiser during time of acquisition will be provided.
 - g. Coordination of subconsultants for the one time staking of each of the following
 - i. Geotechnical borings.
 - ii. Project centerline.
 - iii. Right-of-way and easements.



Wiser Company, LLC
237 W. Northfield Boulevard, Suite 200
Murfreesboro, Tennessee 37129

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p. 615-896-7375
f. 615-890-1479

4. Project Management and coordination of subconsultant (Florence & Hutcheson) involving the preparation of NEPA environmental document, including meetings and coordination with TDOT and FHWA. (Florence & Hutcheson's will perform actual development of the NEPA document and management of subconsultants for related technical studies – see Florence & Hutcheson's detailed scope of work and fee relating to this activity). This work is based upon the initial assumption of preparing an Environmental Assessment (EA) document followed by a Finding of No Significant Impact (FONSI). It is possible a Categorical Exclusion (CE) could be developed in lieu of an EA and FONSI, at which time the scope of work assumes the project will follow the guidelines for a Level 2 Project as outlined in TDOT's Public Involvement Plan during the environmental phase. Wiser will assist Florence & Hutcheson with holding two(2) public involvement meetings to inform the public, as well as an overall NEPA Public Meeting. Wiser will coordinate updating the project traffic during this phase, to be performed by Huddleston-Steele. Feasible alternative alignments will be generated by Wiser. Wiser will also assist with review and QA/QC of the NEPA document.
5. Provide engineering design services to prepare preliminary, right-of-way, and construction documents for the project per TDOT Design Guidelines, specifications, and standard drawings for Cherry Lane Phase 3 and an interchange at Cherry Lane and SR-840.
 - a. Includes preparation of Line and Grade plans to be submitted to City of Murfreesboro for review and approval.
 - i. Includes coordination to develop and prepare alternatives for Cherry Lane as well as alternatives for relocating the Sulphur Springs intersection, as well as a public meeting for informing the public of alternatives.
 - ii. Assumes addressing related comments and alignment revision from the design public meeting.
 - b. Assumes three (3) plan submittals to the City at various stages of project development; 1) Line & Grade, 2) preliminary, 3) right-of-way/final for review and approval. Three (3) sets of full size plans will be submitted to the City of Murfreesboro along with one (1) cd containing .pdf of plans. Electronic copies of plans will be submitted accordingly to TDOT to satisfy Local Programs requirements. (*See Item 10 for scope of services relating to bid books*).
 - c. Wiser will manage and assist related work for the structural design of bridges and box culverts, to be performed by Florence & Hutcheson (see their detailed scope of services for this work). Work performed directly by Florence & Hutcheson includes,
 - i. Design a river bridge crossing Stones River, including related hydraulic design. Design of the river bridge structure will attempt to satisfy a NO-RISE water surface condition, however it is believed this condition cannot be met based upon existing conditions. Therefore preparation and submittal of a Conditional Letter of Map Revision (CLOMR) has been estimated.
 - ii. Design a bridge crossing SR-840.



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237 W. Northfield Boulevard, Suite 200
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f. 615-890-1479

- iii. Design for the extension of the existing box bridge crossing SR-840, and related hydraulic design. The hydraulic design will attempt to satisfy a NO-RISE water surface condition, however it is believed this condition cannot be met based upon existing conditions. Therefore preparation and submittal of a Conditional Letter of Map Revision (CLOMR) has been estimated.
 - d. Assumes some type of retaining wall will be necessary in the proximity of the interchange near an existing subdivision, however, the extent and location will be dependent upon the interchange design.
6. Wiser will provide and/or assist permitting necessary to allow construction of the project.
 - a. Assumes a general storm water permit (NPDES) will be required for Cherry Lane and the interchange. (City of Murfreesboro to pay all related fees/permits costs)
 - b. Obtain a connection permit for Cherry Lane at Broad Street and SR-840 per TDOT requirements.
 - c. Estimates an aquatic resources alteration permit (ARAP) will be necessary for the Stones River bridge.
 - d. Assumes permit(s) necessary for the Stones River bridge crossing and extension of existing box culvert under SR-840.
 - e. Includes time to develop a storm water pollution prevention plan (SWPPP) per TDOT and TDEC requirements, and related coordination.
7. Prepare a signal design for the intersection of Cherry Lane and Broad Street per City of Murfreesboro specifications. Includes coordination and approval by TDOT Region 3 and City of Murfreesboro Transportation Department. Wiser will oversee and coordinate this work which shall be performed by Huddleston-Steele (see H-S scope of services for this work).
 - a. Prepare a signal warrant analysis. Coordinate and obtain approval of this study with City of Murfreesboro and TDOT.
 - b. Provide for conduit to be installed near interchange ramp intersections for future signal and/or lighting.
8. Provide update to existing and forecasted traffic. Coordinate accordingly with TDOT Project Planning for acceptance of this data. Wiser will coordinate accordingly with Huddleston-Steele who will be directly performing this work.
 - a. Assumes coordination with the Nashville MPO to obtain the most current traffic model output.
 - b. Develop traffic volumes based upon MPO model output and projected MPO and/or TDOT growth rates.
9. Prepare itemized estimate of probable cost using TDOT pay item numbers.
 - a. A construction cost estimate will be provided at the beginning of the right-of-way acquisition phase.
 - b. A detailed construction cost estimate will be provided at the end of the design phase once quantity take offs have been prepared.
 - c. An updated construction cost estimate will be provided prior to Bid advertisement.



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237 W. Northfield Boulevard, Suite 200
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p. 615-896-7375
f. 615-890-1479

10. Prepare bid documents per TDOT, City of Murfreesboro, and Local Programs guidelines.
 - a. Coordination with subconsultants to prepare project specifications and/or special provisions.
 - b. Assumes three (3) copies of project plans and specifications/bid books to be submitted to the City of Murfreesboro. A digital copy of this information shall be submitted on a cd for the City's use.
11. Prepare bid notice on behalf of the City of Murfreesboro. (The City will be responsible for advertising and any related costs for this activity).
12. Assist City in evaluation of bids and recommendation for contract award, including coordination with TDOT for concurrence.
13. Geotechnical evaluation and investigation per TDOT requirements for the proposed roadway along Cherry Lane Phase 3 and proposed interchange, and proposed structures. A geotechnical report with recommendations will be prepared. Wiser will oversee and coordinate this work, which shall be performed by TTL (See TTL's detailed scope of work).
14. Provide utility coordination as necessary with those agencies that will be affected by this project. Assumes that any related design and/or relocation will be by others.

The project will be developed using the following assumptions and criteria:

- 1) The TDOT standard Design Guidelines, specifications, and permit requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
- 2) The TDOT Drainage Manual and Erosion Control Manual requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
- 3) Submittals to TDOT will consist of one (1) copy in .pdf electronic format during the respective phase of the project, for their use.
- 4) Final construction documents shall consist of three (3) separate plan sets with three (3) bid books/contract documents to be delivered to the City of Murfreesboro.
- 5) The typical section for Cherry Lane as provided by the City of Murfreesboro based upon the following: an urban curb-and-gutter roadway section, consisting of five (5) - twelve-foot (12') travel lanes, having four-foot (4') bike lanes, two and one-half-foot (2.5') curb and gutter, two-foot (2') grass strip, and five-foot (5') sidewalks on each side. Minimum right-of-way width will be 100-foot. Typical sections for the interchange will follow TDOT standard drawings for one and two lane ramps.
- 6) Project length along Cherry Lane Phase 3 is approximately 11,900-ft (2.25 miles), from Broad Street to the intersection of Sulphur Springs Road. Limits of the proposed interchange along SR-840 shall not impact the existing Stones River bridge to the south, nor affect/impact the interchange at Sulphur Springs.



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p. 615-896-7375
f. 615-890-1479

- 7) Design speed along Cherry Lane shall be 55 mph with maximum side slope of 4:1. Design speed along SR-840 shall utilize 70 mph with a maximum side slope of 2:1.
- 8) Signal design to be developed to be compatible with existing City of Murfreesboro traffic system.
- 9) The Minimum longitudinal slope will be 0.50%.
- 10) Urban interchange design per TDOT and AASHTO design criteria.
- 11) Maximum superelevation rate of 4% for urban design shall be utilized along Cherry Lane.
- 12) TDOT standard box culverts or slab bridges will be used as required.

Items that are not included within the scope of work and can be negotiated at a later date as additional services.

- 1) Perform Land Acquisition Services in accordance with the Uniform Relocation Assistance Act of 1970 and the Local Government Guidelines, including appraisals, appraisal reviews, negotiations, and assistance with relocations with TDOT approved appraisers and reviews per TDOT guidelines.
- 2) Design or development of side roads or other secondary connections other than what is necessary to connect proposed improvements along Cherry Lane, Broad Street, SR-840, or Sulphur Springs Road back to existing conditions or provide stub-outs for future connections.
- 3) Roadway or pedestrian lighting.
- 4) Landscaping improvements.
- 5) Relocation of streams or creeks.
- 6) Plans for wetland mitigation.
- 7) Survey updates due to residential, commercial or industrial development.
- 8) More than four (4) public involvement meetings or presentations. See page 1, #2a.
- 9) Any changes to the horizontal and/or vertical alignment after comments have been received and addressed from the public design meeting. Assumes the public design meeting will be held after development of Preliminary plans, prior to commencement of ROW/Final plans development.
- 10) Additional environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material or archeological sites outside the stated project limits.
- 11) Studies or design of more than one signalized intersection or performing additional traffic counts.
- 12) Design or development of a noise wall as a result of environmental studies.
- 13) Significant revisions or additional work due to the updating of TDOT Design Guidelines, specifications, permits, drainage manuals or erosion control manuals.
- 14) Construction Engineering Inspection (CEI) and related services in accordance with the TDOT Local Programs guidelines.



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Murfreesboro, Tennessee 37129

www.wiserco.com
p. 615-896-7375
f. 615-890-1479

- 15) Expansion of City of Murfreesboro fiber optic network.
- 16) Structural design or inclusion of overhead sign structures along SR-840. (Since interchange ramps will be dropped prior to existing interchanges at Broad Street (US 41) and Sulphur Springs, only two (2) travel lanes each direction will exist along SR-840 and therefore not necessitate a need for overhead structures).
- 17) Labor and material necessary to advertise and/or bid the project more than once.
- 18) Interchange lighting design, including related geotechnical services.
- 19) Signal design and/or related analysis for the interchange ramps intersection at Cherry Lane.
- 20) Design and/or relocation of any utilities.

The following will be provided or paid by the City of Murfreesboro

- 1) City Mapping.
- 2) City Contours.
- 3) Any existing traffic data on Broad Street (US HWY 41).
- 4) All fees for permit applications.
- 5) All fees for advertisements.
- 6) Property access notification for Surveying and Geotechnical services.
- 7) Public meetings, meeting space, advertisement costs, and transcript and/or public comment recorder at public meetings.
- 8) City of Murfreesboro traffic signal specifications.

Considering the information presented herewith and in accordance with TDOT Local Government Guidelines for Local Programs projects, this proposal will be a Cost-Plus Not to Exceed contract in the amount of **\$ 2,469,222.89**. This fee includes all materials for reimbursable such as copies of plans for reviews and meetings. The Net Fee for this project has been established at 11%.

This fee proposal does not include the items within our scope defined under "*Items that will be negotiated at a later date.*"



Wiser Company, LLC
 237 W. Northfield Blvd. Ste 200
 Murfreesboro, Tennessee 37129
 www.wiserco.com
 P. 615-896-7375
 F. 615-890-7016

**CHERRY LANE EXTENSION - PHASE 3
 WISER - SUMMARY of COSTS and FEES**

Revised 1/28/13

PHASE	LABOR	OVERHEAD (158.51%)	NET FEE (11%)	EXPENSES	TOTAL
PE-NEPA	\$65,991.91	\$104,603.78	\$17,058.91	\$1,590.00	\$189,244.60
Survey	\$36,534.11	\$57,910.22	\$9,444.07		\$103,888.40
NEPA Document	\$29,457.80	\$46,693.56	\$7,614.84	\$1,590.00	\$85,356.20
PRELIMINARY	\$153,983.84	\$244,079.78	\$39,804.82	\$1,422.00	\$439,290.44
ROW/FINAL	\$227,798.08	\$361,082.74	\$58,885.80	\$1,884.00	\$649,650.62
BIDDING	\$36,208.32	\$57,393.81	\$9,359.85	\$1,284.00	\$104,245.98
	\$483,982.15	\$767,160.11	\$125,109.38	\$6,180.00	\$1,382,431.64



CHERRY LANE EXTENSION - PHASE 3

WYSE CONSULTING, LLC
 1775 W. Cumberland Rd., Ste. 200
 Murfreesboro, Tennessee 37129
 www.wyse.com
 P. 615-896-7975
 F. 615-896-7916

TASK DESCRIPTION	RESOURCE										TOTAL HOURS	
	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Surveyor	Survey Crew Chief	Utility Coordinator		Admin. Support
2. NEPA DOCUMENT												
a. Project Management & Coordination												
i. Coordination with TDOT, FHWA, City of Murfreesboro	10	20	24								16	70
ii. Miscellaneous Project Management & Administration	8	16	40								16	80
iii. Project Kick-off	4	8	12	12							8	44
b. Preliminary Study & Alignment												
i. Coordinate Purpose & Need Statement	4	4	6									14
ii. Early Public Involvement Meeting					6							28
1. Coordinate & Prepare Meeting Material	2	4	4									12
2. Attend Meeting	4	4	4								6	10
3. Summary of Meeting												6
iii. Traffic Analysis												
1. Obtain counts & information			6		6							6
2. Coordinate with Subconsultants			16								16	40
3. Migs. & Coordinate results with TDOT (est. min. 3 migs.)	4	8	12	24								88
iv. Define Feasible Horizontal Alignment Alternatives												
1. Present alternatives to City & refine	8	8	12									44
2. Coordination with TDOT & FHWA	4	4	8	8								20
3. Additional Public Involvement Meeting												
a. Coordinate & Prepare Meeting Material	4	4	4	6								26
b. Attend Meeting	4	4	4	4								12
c. Summary of Meeting												10
v. NEPA Document Development												
1. Assist team with development of draft report	8	16	16									12
2. OADOC of draft report	4	4	8									56
vi. Coordinate/Submit draft document to TDOT												
1. NEPA Public Meeting	4	4	4	6								26
a. Coordinate & Prepare Meeting Material	4	4	4	4								12
b. Attend Meeting												10
c. Summary of Meeting												8
viii. Selection of Alignment												
1. Coordination with City	4	4	4									8
2. Coordination with Subconsultant												4
Estimated NEPA DOCUMENT Total	42	116	210	88	12						74	654 MANHOURS
Direct Labor Rate / Class	\$ 60.00	\$ 57.55	\$ 50.88	\$ 42.79	\$ 26.62	\$ 28.12	\$ 33.27	\$ 25.83	\$ 20.00	\$ 35.00	\$ 25.00	
Direct Labor Cost / Class	\$ 2,520.00	\$ 6,675.80	\$ 10,600.80	\$ 3,765.52	\$ 319.44	\$ -	\$ 3,726.24	\$ -	\$ -	\$ -	\$ 1,850.00	
% of Total Hours	6%	18%	32%	13%	2%	0%	17%	0%	0%	0%	11%	
Total Direct Labor												\$ 29,457.80
Overhead (158.33%)												\$ 46,693.56
Net Fee (11%)												\$ 7,614.84
Direct Costs												\$ 1,590.00
*Estimated Sub-Total												\$ 85,356.20

* If a Categorical Exclusion can be developed in lieu of an EA and FONSI, the fee for the NEPA Study/phase is estimated to be \$135,832.54.

Item	Quantity	Unit	Rate	Total
Mileage		miles @	\$ 0.47 / mile	\$ -
Hotel		room / room	\$ 77.00 / room	\$ -
Travel Per Diem		Travel Day	\$ 46.00 / day / person	\$ -
8.5"x11" copies	1000	sheets @	\$ 0.12 / sheet	\$ 120.00
11"x17" copies	3000	sheets @	\$ 0.52 / sheet	\$ 1,560.00
17"x24" color plain sheets	3000	sheets @	\$ 1.25 / sheet	\$ 3,750.00
24"x36" color plain sheets	20	sheets @	\$ 48.00 / each	\$ 960.00
Meeting Display				\$ -



CHERRY LANE EXTENSION - PHASE 3

Wiser Company, LLC
227 W. Northfield Blvd., Ste. 200
Memphis, Tennessee 38119
www.wiser.com
P. 901-595-7918
F. 901-595-7918

TASK DESCRIPTION	TASK HOURS										TOTAL HOURS	
	Resource	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAO Technician I	CAO Technician II	Register Land Surveyor	Survey Crew Chief		Utility Coordinator
PRELIMINARY DESIGN												
1. Project Management & Coordination												
i. Coordinate with Local Programs NTP for Design	16	16	40	40	40							112
1. Design Kick-off Meeting	4	8	16	16	16							52
ii. Miscellaneous Project Management, Administration, & Coordination with TDOT, City of Murfreesboro	40	80	100	80	80							360
2. Develop Preliminary Plans												
i. Line & Grade Plans												
1. Establish project alignments	4	20	60	60	60	70	140	140				304
a. Horizontal	4	20	60	60	60	20	140	140				304
b. Vertical												
2. Develop Plans												
a. Layout plan/profile sheets			40	60	60	40	100	12				240
b. Create title sheet				6								18
3. Coordinate with City												
a. Meet with City discuss alignments (est. min. 2 mtgs.)	2	6	20	20	20		40	40				88
b. Refinement of alignments	4	12	24	48	20	20	80	80				188
ii. Define Typical Sections												
iii. Develop Preliminary Cross Sections												
iv. Establish Preliminary Right-of-Way												
v. Coordinate preliminary bridge design with subconsultant												
vi. Coordinate Conditional Letter of Map Revision (CLOMR)												
1. Coordinate with TDOT Structures and LP	2	8	8	8	8		80	80				340
2. Coordinate with TDOT Structures and LP	4	4	12	12	12							146
3. Preliminary Drainage												
1. Layout subsurface drainage along Cherry Lane	6	6	40	60	60		40	40				18
2. Determine cross-drain locations along Cherry Lane & proposed interchange			2	12	12		20	20				28
3. Cut cross-sections for proposed cross-drains			16	16	16		32	32				146
4. Coordinate cross-drain design with subconsultant	4	4	16	24	24		24	24				34
5. Coordinate box bridge design with subconsultant			16	24	24		40	40				64
6. Create culvert cross-section sheets			12	20	20		40	40				68
7. Draft subsurface drainage into profiles			8	10	10	12	40	40				40
8. Hold Design Public Meeting for Preliminary Plans												
9. Prepare plans and material for meeting	4	4	20	24	24		40	40				72
10. Coordinate meeting with City and TDOT	12	12	20	20	20							70
11. Attend meeting			4	4	4							88
12. Prepare meeting minutes			6	6	6							12
13. Finalize Preliminary Plans	8	16	20	60	60	40	80	80				18
14. Internal Q&OC of Preliminary Plans	24	24	24	24	24							12
15. Develop preliminary cost estimate	2	2	12	24	24	20	40	40				224
16. Submit Preliminary Plans to TDOT & City for Review			8	8	8		8	8				96
17. Receive comments from TDOT LP and make corrections	4	4	40	60	60	20	80	80				100
18. Traffic Signal Design at Broad Street												24
19. Prepare signal warrant study												204
20. Coordinate with City	4	4	8	8	8							20
21. Coordinate with TDOT	10	10	12	24	24							46
22. Review preliminary signal layout	12	12	24	24	24							60
vii. Estimated Preliminary Design Total	124	292	776	1008	1008	292	0	1180	0	0	0	3692 MANHOURS
viii. Direct Labor Rate / Class	\$ 60.00	\$ 57.55	\$ 50.48	\$ 42.79	\$ 26.62	\$ 26.12	\$ 33.27	\$ 20.00	\$ 20.00	\$ 33.00	\$ 25.00	\$ 25.00
ix. Direct Labor Cost / Class	\$ 7,440.00	\$ 16,804.60	\$ 39,172.48	\$ 43,132.32	\$ 6,175.84	\$ 6,175.84	\$ 39,256.60	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
x. % of Total Hours	3%	8%	21%	27%	6%	0%	32%	0%	0%	0%	2%	2%
xi. Total Direct Labor												\$ 153,983.84
xii. Overhead (158.51%)												\$ 244,079.78
xiii. Net Fee (11%)												\$ 39,804.82
xiv. Direct Costs												\$ 1,422.00
xv. Estimated Sub-Total												\$ 489,290.44

Estimate of Direct Costs

Mileage	124 miles @	\$ 0.47 / mile	\$ 58.15
Hotel	776 room /	\$ 77.00 / room	\$ 59,863.20
Travel Per Diem	50.48 day / person	\$ 46.00 / day / person	\$ 2,324.32
Travel	1008 sheets @	\$ 15.00 / sheet	\$ 15,120.00
Printing	1500 sheets @	\$ 0.12 / sheet	\$ 180.00
22' x 34' BW plan sheets	1500 sheets @	\$ 0.52 / sheet	\$ 780.00
22' x 34' Color plan sheets	10 sheets @	\$ 1.25 / sheet	\$ 12.50
Meeting Display	10 sheets @	\$ 48.00 / each	\$ 480.00



CHERRY LANE EXTENSION - PHASE 3

WLF Company, LLC
 9760 Old Hickory Road
 Nashville, Tennessee 37128
 www.wlf.com
 615-886-7025
 615-886-7016

Resource: Principal Engineer, Senior Engineer, Project Manager, Project Engineer, Design Engineer, CAD Technician I, CAD Technician II, Register Land Surveyor, Survey Crew Chief, Utility Coordinator, Admin. Support

TASK DESCRIPTION	TASK HOURS										TOTAL HOURS	
	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Surveyor	Survey Crew Chief	Utility Coordinator		Admin. Support
1. Prepare Specifications	8	16	40	60							40	140
2. Prepare Contract Documents			40	16							40	40
3. Prepare Copies & Material			16	16							40	152
4. Misc. Coordination	8	40	40	40		80						168
5. Issue & Coordinate Addendums			40	40		40					40	120
6. Attend Bid Opening	4	4	4	4								12
7. Review Bids	4	8	20	20							40	52
8. Bid meetings with TDOT, City		24	24	24							40	112
Total Bidding	20	92	224	220	0	120	0	0	0	0	200	876 MANHOURS
Direct Labor Rate / Class	\$ 60.00	\$ 57.55	\$ 50.08	\$ 42.79	\$ 26.62	\$ 28.12	\$ 33.27	\$ 25.83	\$ 20.00	\$ 35.00	\$ 25.00	
Direct Labor Cost / Class	\$ 1,200.00	\$ 5,294.60	\$ 11,307.52	\$ 9,413.80	\$ -	\$ -	\$ 3,992.40	\$ -	\$ -	\$ -	\$ 5,000.00	
% of Total Hours	2%	11%	26%	25%	0%	0%	14%	0%	0%	0%	23%	
Estimate of Direct Costs												
Billage					\$ 0.47 / mile							
Total Per Diem					\$ 7.00 / room							
6.5"x11" copies	3000				\$ 0.12 / sheet							\$ 360.00
11"x17" copies	1200				\$ 0.25 / sheet							\$ 300.00
22"x34" B/W plan sheets	1200				\$ 0.52 / sheet							\$ 624.00
22"x34" Color plan sheets					\$ 1.25 / sheet							\$ -
Meeting Display					\$ 48.00 / each							\$ -
Total Direct Labor												\$ 36,208.32
Overhead (158.51%)												\$ 57,393.81
Net Fee (11%)												\$ 9,359.85
Direct Costs												\$ 1,284.00
Estimated Sub-Total												\$ 104,245.98



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
FINANCE OFFICE**

**SUITE 800, JAMES K. POLK BUILDING
37243-0349**

**NASHVILLE, TENNESSEE
(615) 741-2261**

November 22, 2011

Wiser Company, LLC
Attn: Mike Brandon, CFO
237 West Northfield Blvd., Suite 200
Murfreesboro, TN 37129

We have performed a review of the Indirect Cost Rate for Wiser Company, LLC for the year ended December 31, 2010. The examination was performed by the independent CPA firm of Dempsey, Vantrease, & Follis, PLLC. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

This is not a cognizant audit.

We accept the report prepared by the independent auditors identified above that supported the following rates. The rates below already include the FCCM as calculated by Dempsey, Vantrease, & Follis, PLLC:

	Federally Funded	State Funded
Home Office	158.51%	155.42%
Field Office		

Note: The Home Office rate will be capped at 145% for state funded contracts.

Richard Emerson, Fiscal Director

Tennessee Department of Transportation (TDOT)
Phone 615 253 4273
Fax 615 253 4274
Richard.Emerson@tn.gov

**Attachment A
Cherry Lane Extension
Florence & Hutcheson, Inc.
Scope of Work**

Project Description

The City of Murfreesboro (Client) has retained the Prime Consultant, Wisner Company (Consultant), to perform professional design services for the extension of Cherry Lane from Northwest Broad Street (US 41/70) to Sulphur Springs Road, being approximately 2.25 miles in total length and including a new interchange location at SR 840. This is known as Phase III of the overall Cherry Lane Extension Project. Florence & Hutcheson Inc. (Subconsultant) has been retained by the Consultant to provide specific services for the project.

The roadway typical section for Cherry Lane will include 100' ROW width, encompassing 5 – 12' lanes (including a center turn lane), 4' bike lanes, 2.5' curb and gutters, 2' grass strips, and 5' sidewalks. The Subconsultant will manage environmental studies, NEPA Documentation, Hydraulic Studies, Structural Design, Signing Plans, and QA/QC support. Project features include a bridge crossing over the West Fork Stones River and the associated floodway/floodplain. At this time, it is anticipated to be approximately 1400' in length. The interchange will include a two span grade separation structure for Cherry Lane over SR 840 and require extension of a triple barrel 10x10 RCBC along with two proposed box culverts for ramp construction and an additional RCBC beneath the proposed Cherry Lane roadway at an unnamed tributary. It is also anticipated that a retaining wall will be needed to protect existing residences from construction of the SR 840 westbound off ramp.

The Cherry Lane Extension project and the proposed interchange are part of the City of Murfreesboro's update of the Major Thoroughfare Plan (MTP). The plan was adapted by the Planning Commission in May 2003 and ratified by the Murfreesboro City Council on June 19, 2003. Preparation of the MTP included public hearings and involvement from the local residents. The Cherry Lane Corridor and the proposed interchange at SR 840 are included in the Rutherford County Long Range Transportation Plan.

Please note that the original RFP stated the project limits to be from NW Broad Street to approximately 1,700 feet east of the centerline of SR 840. The project limits were amended as described above at a meeting held between FHWA, TDOT, City of Murfreesboro, Wisner and F&H on 9/12/12.

More specifically, the Subconsultant will provide the following scope of work.

Scope of Work

The Subconsultant services will be performed as necessary in the following phases of project development: Survey, PE-NEPA, Preliminary, ROW/Final, and Bidding.

I. SURVEY PHASE

- a. Project Management and Coordination – The Subconsultant will coordinate with the Consultant to provide information necessary for conducting field surveys for the project. This will include coordination for hydraulic studies and geotechnical investigations for structural foundations.

II. PE-NEPA PHASE

The following describes the scope of work for the preparation of location and environmental impact studies to identify reasonable and feasible alternatives for evaluation in accordance with the National Environmental Policy Act of 1969 (NEPA). The Subconsultant will manage the detailed environmental studies and complete the document necessary to establish the route location for the future Cherry Lane Extension Corridor between NW Broad Street (SR-1) and existing Cherry Lane in Murfreesboro, which will include a new interchange with SR 840.

The NEPA study will consider a single basic segment of the Cherry Lane Extension Corridor from NW Broad Street (US 41/70) to Sulphur Springs Road, being approximately 2.25 miles in length. This is known as Phase III of the overall Cherry Lane Extension Project. Phase II and Phase I extend from Sulphur Springs Road east to US 231 and will not be included in the limits of this study. The limits of the corridor are extended for the NEPA Study in order to establish logical termini and independent utility. The study corridor width will be an assumed 1000'.

The scope of work is based on an anticipated Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) following FHWA and TDOT Policies and Procedures. It will be conducted to comply with the social, economic, and environmental requirements outlined in the FHWA Technical Advisory T6640.8A and 23 CFR Part 771 and the Tennessee Environmental Procedures Manual. It will address the cultural and ecological review requirements for approval of the NEPA Process for the project. The following components are expected for the completion of the PE-NEPA Phase:

- a. Project Management and Coordination
 - i. Coordination with TDOT, FHWA, and the Client including miscellaneous meetings.
 - ii. Coordination with the Consultant for project management and scheduling.
 - iii. Coordination with other subconsultants for technical studies.
 - iv. Project management and administration.
 - v. Prepare for and attend a NEPA Kickoff Meeting with the Client and Consultant.
- b. Preliminary Corridor Investigation
 - i. Purpose and Need Statement – The Subconsultant will prepare a Purpose and Need Statement based on Client expectations, project goals, and existing data

establishing the need for the project. Previous planning studies, zoning data, MPO plans, and other documents will be utilized to author the statement. The statement will be supported with available data from previous work. It will be accompanied by a location map of the corridor. The purpose and need statement will be submitted to the Client for review and approval before submission to TDOT. Following TDOT approval, the purpose and need statement will be submitted to FHWA for review. FHWA will determine the level of study and public involvement required for the project based on the stated purpose and need. At this time, it is anticipated to be an Environmental Assessment and Finding of No Significant Impact (EA/FONSI). However, this will not be known until this milestone is reached and FHWA makes the final determination. Following this determination, the project can proceed to TESA Concurrence Point 1.

- ii. Tennessee Environmental Streamline Agreement (TESA) Concurrence Point 1 (Purpose and Need and Study Area)
 1. Prepare documentation and distribute.
 2. Prepare meeting materials.
 3. Attend TESA meeting and summarize comments.
- iii. Assemble Base Mapping – Aerial mapping will be obtained from the Consultant or Client as appropriate. Base mapping files will be created in CAD utilizing the aerial photography and topography if available. USGS Quadrangles will also be referenced to the base mapping. GIS information will be obtained from the Client and referenced to show property lines, utilities, and other data layers as available. FEMA mapping will be scanned and digitized to show the limits of the floodplain and floodways.
- iv. Collect Available Environmental Data – Existing databases and mapping will be researched to identify known environmentally sensitive areas. The project will be reviewed in the field to identify visible features that may be considered as resources or hazards.
- v. Screen Data to Identify Opportunities and Constraints – All environmental data will be screened and information pertinent to the study will be included in the base mapping. This will include constraints such as historic properties, archaeological sites, and ecological resources. Zoning and land use data will be screened for potential constraints or opportunities that should be considered for alignment location.
- vi. Identify Preliminary Alternatives – Apparent feasible alternatives will be identified. At present, it is assumed that there will be two alternatives: a No Build Alternative and new location alternative. The location of the build alternative has already been initiated by an approved Interchange Justification Study (IJS). There may need to be additional build alternatives depending on the location of environmental constraints.

- vii. Prepare Estimates of Right-of-way and Construction Costs – Preliminary opinions of probable construction costs and right-of-way costs will be developed based on TDOT Planning Level methodology. These values will represent an order of magnitude for costs for the preliminary comparison of alternatives.
 - viii. Scoping Meeting and Field Review with TESA agencies – Information will be packaged to introduce the project to TESA resource agencies and TDOT. These packages will be distributed to the agencies, the Client, and TDOT along with a request for each to attend a field review and scoping meeting for the project. The field review and meeting will be utilized to review the purpose and need, discuss the feasible alternatives, and obtain valuable initial feedback from agencies that will later provide further concurrence with the proposed plan.
 - ix. Early Public Involvement – Following agency review and comment on feasible alternatives, information relating to the alternatives being considered will be presented at a public meeting. Meeting materials will be developed and submitted to the Client for review and comment. The Subconsultant will also prepare information necessary to advertise for the meeting. The Subconsultant will attend and facilitate the public meeting and record comments received from the public. A summary of comments received will be prepared along with documentation of the meeting proceedings.
 - x. Define Alternatives – The location of the proposed build alternative has already been initiated by the approved Interchange Justification Study. This location may need to be modified based on the environmental data collected, TESA agency comments, and the Early Public Involvement
 - xi. TESA Concurrence Point 2 (Project Alternatives)
 - 1. Prepare documentation and distribute.
 - 2. Prepare meeting materials.
 - 3. Attend TESA meeting and summarize comments.
- c. Evaluation of Alternatives
- i. Traffic Analysis – The Subconsultant will obtain the traffic projections, analysis, and results from the Consultant. The Subconsultant will incorporate the analysis into the documentation for the comparison of alternatives. Initial Coordination with Federal, State, and Local Agencies.
 - ii. Prepare comparison matrix of alternatives.
 - iii. Initial Coordination with Federal, State, and Local Agencies – The Subconsultant will prepare coordination packages containing project summary, purpose and need statement, maps, conceptual plans, data summaries, comparison matrix, etc. This information will be distributed to various agencies with a request for questions and comments. The Subconsultant will respond to questions and record comments.
 - iv. Additional Public Involvement Meeting – The Subconsultant will prepare materials for presentation of the alternatives for study to the public. The

- Subconsultant will schedule the meeting, prepare public notice for the meeting, attend and facilitate the meeting, and summarize all comments received.
- v. Summary of Feasible Alternatives – The Subconsultant will summarize the potential social, economic, cultural, ecological and other environmental impacts of the feasible alternatives, as well as design and right-of-way requirements.
- d. Environmental Assessment Document
- i. Technical Studies – The Subconsultant will coordinate with the Consultant and other subconsultants for the preparation of technical studies, which will be prepared by the other subconsultants. The Subconsultant will define the scope of work for the technical studies, review the content of each study, and incorporate the findings into the EA.
 - 1. Traffic and Safety – Provided by the Consultant.
 - 2. Ecology/Wetlands – Provided by other subconsultant (see separate scope document).
 - 3. Floodway and Floodplains – Floodplain impacts will be estimated from a review of available mapping and preliminary analysis if needed.
 - 4. Hazardous Materials – Provided by other subconsultant (see separate scope document).
 - 5. Noise and Air Quality – Provided by other subconsultant (see separate scope document).
 - 6. Environmental Justice – Requirements for Executive Order 12898 will be satisfied.
 - 7. Soils and Geology - by other subconsultant (see separate scope document).
 - 8. Land Use – A land use analysis will be conducted to determine the impact of the project on land use plans, zoning, and the urban growth boundary.
 - 9. Section 6F/Community Impacts – An impact assessment for parks and recreational features will be incorporated into the study.
 - 10. Section 4F/Historic - by other subconsultant (see separate scope document).
 - 11. Indirect and Cumulative Impacts – An analysis of indirect and cumulative impacts will be conducted based on: *Questions and Answers Regarding Indirect and Cumulative Consideration in the NEPA Process* (FHWA 2003); *Secondary and Cumulative Impact Assessment in Highway Development Process* (FHWA 1992); and *Considering Cumulative Effects under NEPA* (Council on Environmental Quality 1997).
 - 12. Construction Related – Construction related effects of the project will be researched and incorporated into the document. These include Maintenance of traffic during construction, employment benefits, waste

- disposal, dust control, utility relocations, discovery of unknown archaeological sites, erosion control, air quality, and noise.
- ii. Conceptual Stage Relocation Plan – Right-of-way cost estimates will be developed using appraised values of comparable properties and relocation assistance costs through field work and coordination with TDOT. A determination of available replacement housing will also be made.
 - iii. Estimate of Right-of-way and Construction Costs and Impacts – An opinion of probable construction costs will be developed for the current alternatives. This will include the results of the Conceptual Stage Relocation Plan.
 - iv. Update Comparison Matrix – A table will be created to compare the alternatives with values for each type of impact and cost.
 - v. Prepare Preliminary Draft Environmental Assessment – The Draft EA document will be prepared, submitted to the Client for review, revised according to Client comments, and submitted to TDOT for review and approval. Respond to TDOT comments.
 - vi. TESA Concurrence Point 3 (Preliminary Draft EA)
 1. Prepare documentation and distribute.
 2. Prepare meeting materials.
 3. Attend TESA meeting and summarize comments.
 - vii. Revise Document and Submit to TDOT and FHWA for Approval.
 - viii. Address Comments and Resubmit, if required.
 - ix. Public Notification for Public Meeting – The Subconsultant will prepare a Public Notice for use by the Client in advertising for the Public Meeting. The notice will be in accordance with TDOT Policy and Procedure.
 - x. Prepare Materials for NEPA Public Meeting – The Subconsultant will prepare displays on aerial mapping, project summary handouts, and a powerpoint presentation slide show of the project. These materials will describe the project's purpose and need, planned improvements, and anticipated impacts.
 - xi. Pre-Meeting Session with Client and Consultant – A pre-meeting session will be held to discuss the information to be presented at the Public Meeting. The Subconsultant will provide the materials for review and document all comments received. Any revisions to materials that are identified at this session will be made prior to the public meeting.
 - xii. Hold NEPA Public Meeting and Summarize Meeting Comments – The Subconsultant will attend and facilitate the public meeting, present project materials to the public, and summarize all comments received at the meeting and dispositions to each.
 - xiii. Prepare Recommended Alternative Package and Distribute to Client and TDOT for Concurrence – The Subconsultant will prepare a report summarizing the public and agency comments and recommend a preferred alternative that best meets the purpose and need of the project, addresses comments received, and

- minimizes impacts. Following approval by the City, the report will be submitted to TDOT, FHWA, and the interagency team for TESA Concurrence Point 4.
- xiv. TESA Concurrence Point 4 (Preferred Alternative and Preliminary Mitigation)
 - 1. Prepare meeting materials.
 - 2. Attend TESA meeting and summarize comments.
 - e. Finding of No Significant Impact
 - i. Review and make any necessary revisions from comments received from Concurrence Point 4.
 - ii. Document all Mitigation and Environmental Commitments.
 - iii. Prepare FONSI Document and Submit to Client and TDOT for Review.
 - iv. Revise FONSI for Client Comments and Submit to TDOT, FHWA, and TESA Agencies for Final Review.
 - v. Summarize comments received and finalize FONSI Document and Prepare Executive Summary.
 - vi. Print and distribute final document.

III. PRELIMINARY PHASE

- a. Project Management and Coordination – The Subconsultant will provide coordination and communication with the Client, TDOT, and other governing agencies as necessary for development of the Subconsultants Scope of Work.
- b. Hydraulic Analysis and Design – The Subconsultant will provide hydraulic analysis and design for the proposed crossing of the West Fork Stones River and an extension of the triple 10x10 RCBC beneath SR 840 at an unnamed tributary to the West Fork Stones River. Two additional RCBC structures will be required at the unnamed tributary for proposed ramp construction. An additional new RCBC will be required at the same unnamed tributary under the proposed roadway. All analysis and design will be performed in accordance with TDOT’s Design Procedures for Hydraulic Structures and Structures Memorandums (SMO) and FEMA Guidelines and Standards.
 - i. West Fork Stones River Hydraulics Study – The Subconsultant will perform engineering services to determine the impact of the proposed improvements on the floodplain and floodway in order to meet the requirements of FEMA, TDOT, and other governing agencies. More specifically, the Subconsultant will:
 - 1. Provide project management and coordination with the Consultant and other Subconsultants for survey data and roadway design information.
 - 2. Request the Effective hydraulic model and any additional data available from FEMA for West Fork Stones River. Data received will be assimilated with a review of available mapping and survey topography.
 - 3. Review the crossing location in the field including the backwater and downstream conditions and Manning’s values.

4. Compare FEMA flows to flows calculated based on USGS gage data, review of FIS report, and review of other available hydrologic data.
 5. Convert FEMA Effective model to the latest version of HEC-RAS to create the Duplicate Effective HEC-RAS model and compare results to the Effective FIS data.
 6. Develop Corrected Effective HEC-RAS model as needed.
 7. Develop Existing Conditions HEC-RAS model.
 8. Proposed Conditions HEC-RAS model.
 9. Provide hydraulic analysis results to the Consultant and coordinate bridge geometric opening design iterations with structural engineers.
 10. Prepare final Proposed Conditions HEC-RAS model of the selected design option.
 11. Perform scour analysis of selected design.
 12. Prepare the necessary documentation and required FEMA MT-2 forms for a Conditional Letter of Map Revision (CLOMR) request.
 13. Submit CLOMR request and supporting hydraulic analysis report to Consultant and address Client comments.
 14. Submit CLOMR request to FEMA and address FEMA comments.
 15. Prepare final hydraulic study documentation and submit to the Consultant. Respond to requests for additional information by the Client.
- ii. Unnamed Tributary to West Fork Stones River– The Subconsultant will perform engineering services to determine the impact of the proposed extension of the existing RCBC and the proposed three new RCBCs to determine their impact on the design flood elevations and FEMA floodplain. More specifically, the Subconsultant will:
1. Provide project management and coordination with the Consultant and other Subconsultants for survey data and roadway design information.
 2. Request existing design information from TDOT and review with available mapping and survey topography.
 3. Review the crossing location in the field including the backwater and downstream conditions and Manning's values.
 4. Perform existing conditions hydrologic analysis and peak flow calculations using TDOT Drainage Manual standards.
 5. Develop Existing Conditions HEC-RAS model (based on previous models, if available).
 6. Coordinate with Consultant for proposed roadway improvements and create Conditions HEC-RAS model.
 7. Provide analysis results to the Consultant and coordinate culvert shape/size design iterations for improved performance, if necessary.

8. Prepare final Proposed Conditions HEC-RAS model of the selected design option.
 9. Perform energy dissipation analysis for the selected option.
 10. Prepare the necessary documentation and required FEMA MT-2 forms for a Conditional Letter of Map Revision (CLOMR) request.
 11. Submit CLOMR request and supporting hydraulic analysis report to Consultant and address Client comments.
 12. Submit CLOMR request to FEMA and address FEMA comments.
 13. Prepare final hydraulic study documentation and submit to the Consultant. Respond to requests for additional information by the Client.
- c. Preliminary Structural Design – The Subconsultant will provide preliminary bridge design and layout for the Cherry Lane Bridge over SR 840 and the Cherry Lane Bridge over the Stones River and Floodplain. Structural design of bridges will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the Tennessee Structures Memorandum (SMO).
- i. Cherry Lane over SR 840 – The Subconsultant will provide preliminary structural design of a grade separation bridge for Cherry Lane over SR 840. The bridge superstructure is assumed to be a two span precast-prestressed concrete beam bridge with cast in place deck. Substructures are assumed to be hammerhead concrete bents on spread footings/pile footings with typical TDOT integral stub abutments. The bridge alignment will be tangent with an approximate skew (8 to 9 degrees) to a line normal to SR 840. The bridge typical section will accommodate the aforementioned roadway typical section including traffic lanes, bike lanes, and sidewalks. This will more specifically include:
 1. Coordination and communication with the Consultant and other Subconsultants as necessary.
 2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.
 3. Preliminary conceptual bridge drawings for roadway and geotechnical coordination.
 4. Preliminary bridge geometry, design, and plans for review and approval.
 5. Coordination with Geotechnical Subconsultant (request for borings).
 - ii. Cherry Lane over West Fork Stones River and Floodplain – The Subconsultant will provide preliminary structural design of a bridge at the proposed crossing of Cherry Lane over the West Fork Stones River. It is assumed that the bridge superstructure will be a multi-span (approx. 11 equal spans) precast-prestressed concrete beam bridge with cast in place deck. Substructures are assumed to be multi-post concrete bents on spread footings or pile footings with typical TDOT stub type abutments and strip seal expansion joints. Based on the approved Interchange Justification Study (IJS), the bridge alignment will be within a 3

degree (+/-) horizontal curve. The bridge typical section will accommodate the aforementioned roadway typical section including traffic lanes, bike lanes, and sidewalks along with superelevation and transitions. This will more specifically include:

1. Coordination and communication with the Consultant and other Subconsultants as necessary.
 2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.
 3. Preliminary conceptual bridge drawings for roadway, geotechnical, and hydraulics coordination.
 4. Preliminary bridge geometry, design, and plans for review and approval.
 5. Coordination with Geotechnical Subconsultant (request for borings).
- d. QA/QC – The Subconsultant will provide quality assurance and quality control review for project deliverables at specific milestones during the project. These services are in addition to QA/QC of all services by the Subconsultant, which is included in the various scope items herein. This will be in a support role to the Consultant's services and services provided by other subconsultants. The following tasks are anticipated for this scope of work.
- i. Serve on the QA/QC Team for the project. This will include attending periodic meetings (assume 2 during the Preliminary Phase) to discuss and plan quality assurance and control. The Subconsultant will be available to discuss project design issues as needed by the Consultant and Client.
 - ii. QA/QC Review of Preliminary Roadway Plans.

IV. ROW/FINAL PHASE

- a. Final Bridge Design and Plans - The Subconsultant will provide final bridge design, details, and plans for the approved preliminary designs for the Cherry Lane Bridge over SR 840 and the Cherry Lane Bridge over the Stones River and Floodplain. Structural design of bridges and all deliverables will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the Tennessee Structures Memorandum (SMO).
 - i. Cherry Lane Bridge over SR 840
 1. Coordination and communication with the Consultant and other Subconsultants as necessary.
 2. Final structural design.
 3. Design of deck and end bridge drainage.
 4. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.

5. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.
6. Review of shop drawings during the construction phase.
- ii. Cherry Lane Bridge over the West Fork Stones River and Floodplain
 1. Coordination and communication with the Consultant and other Subconsultants as necessary.
 2. Final structural design.
 3. Design foundations for scour analysis results.
 4. Design of deck and end bridge drainage.
 5. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.
 6. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.
 7. Review of shop drawings during the construction phase.
- iii. The Subconsultant will prepare for and attend the Construction Field Inspection.
- b. Signing Plans and Details
 - i. Project Management and Coordination with TDOT, the Consultant, and the Client as necessary for review and approval of proposed signing and plans.
 - ii. Existing Signing Inventory - The Subconsultant shall conduct an inventory of all of the existing SR 840 signs pertinent to the proposed interchange signing. This inventory will include overhead sign structures and ground mounted signs. The existing signs will be shown on the Signing and Permanent Pavement Marking sheets.
 - iii. Proposed Signing Plans - The Subconsultant shall prepare Proposed Signing Plans and details.
 - iv. Preparation Of Sign Schedule - The Subconsultant shall prepare Sign Schedule sheets that detail the proposed signs (face, copy, shields, and arrows) and includes information for footings and supports.
 - v. Structural Design Of Sign Supports - The Subconsultant shall perform structural design calculations in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals for ground mounted signs only.
 - vi. Estimated Quantities, General Notes, and Standard Drawings - The Subconsultant shall supply all of the Estimated Quantities, General Notes, and Standard Drawings. These will be provided to the Consultant for their use in preparing construction plans and specifications.
 - vii. Plot and submit plans for TDOT review and approval.
 - viii. Revise per TDOT comments and submit final plans.

- c. Retaining Wall Details – It is anticipated that one retaining wall will be required along the Westbound SR 840 Off-Ramp adjacent to the existing residences. It is assumed to be approximately 300' in length and a variable height.
 - i. Prepare retaining wall concept drawings.
 - ii. Coordinate with geotechnical subconsultant for soil boring data and foundation recommendations. Include approved foundation information on drawings.
 - iii. Provide structural notes and wall specifications and quantities.
- d. QA/QC – The Subconsultant will provide quality assurance and quality control review for project deliverables at specific milestones during the project. These services are in addition to QA/QC of all services by the Subconsultant, which is included in the various scope items herein. This will be in a support role to the Consultant's services and services provided by other subconsultants. The following tasks are anticipated for this scope of work.
 - i. Serve on the QA/QC Team for the project. This will include attending periodic meetings (assume 2 during the ROW/Final Phase) to discuss and plan quality assurance and control. The Subconsultant will be available to discuss project design issues as needed by the Consultant and Client.
 - ii. QA/QC Review of Roadway ROW Plans for Field Inspection.
 - iii. QA/QC Review of Roadway Plans for Construction Field Inspection. This item will include additional review for constructability by senior construction engineering staff.

V. BIDDING PHASE

- a. The Subconsultant will assist the Consultant in preparing specifications for the purpose of preparing a bid book involving the bridge design and any box culvert design, outside of normal TDOT specifications or special provisions.
- b. The Subconsultant will assist the Consultant in responding to questions from the Client or Contractor.
- c. The Subconsultant will assist the Consultant by attending a Pre-Proposal meeting.

VI. INFORMATION PROVIDED BY OTHERS

- a. The Consultant will provide the roadway typical section, horizontal alignment, and profile grade for use by the Subconsultant.
- b. Technical studies needed for preparing NEPA documentation include ecology, wetland delineation, archaeology, cultural resources, hazardous materials, air quality, and noise quality. The Subconsultant will provide oversight and management of the studies provided by others who are second tier subconsultants under a separate subconsultant contract(s) for the PE-NEPA Phase of the project.

- c. The Consultant will assist the Subconsultant as needed with public involvement meetings and associated tasks.
- d. Client to provide location(s) suitable to hold public involvement meetings; court reporter for receiving public comments; and advertisement and public notice of public involvement meetings. The Subconsultant will provide the information necessary for use by the Client or Consultant in making notifications.
- e. Proposed roadway cross sections in Geopak format necessary for development of hydraulic models.
- f. Traffic projections and analysis.
- g. Roadway drainage design. Except for those locations included in the Subconsultant's scope of work above, all other drainage design, details and plans will be provided by the Consultant.
- h. Construction Bid Documents and Specifications.
- i. Survey mapping in Microstation format and digital terrain model in Geopak format to TDOT CAD Standards and Level Structure.
- j. Supplemental floodplain surveys in Geopak format for hydraulic studies.
- k. Geotechnical boring logs and data. Foundation recommendations for bridge substructure elements. Geotechnical information needed for scour calculations. Geotechnical data in Microstation format for bridge foundation data drawings and retaining wall drawings.
- l. Pavement marking plans and details.
- m. Traffic signal design and plans.
- n. Permitting and Permitting Fees.
- o. FEMA review fees.

VII. EXCLUDED SERVICES – The following services are specifically excluded from the Subconsultant's Scope of Work. These services can be added, if determined needed, as additional services in accordance with the terms of the agreement.

- a. Specialized public involvement measures such as a CSS/CSD process, web site development and management, or periodic publications. The Subconsultant's scope of services includes preparation, facilitation, and documentation of public meetings as scoped above only.
- b. Additional services necessary to develop an Environmental Impact Statement (EIS) and Record of Decision (ROD).
- c. FEMA Letter of Map Revision (LOMR) services. Future conditions flow development. Property owner notifications or drainage easements if required for CLOMR.
- d. Structural Design of Overhead Sign Structures and foundations. These details are provided by TDOT Standard Drawings.

- e. Design or plan details for overhead and ground mounted signs that are part of TDOT's Intelligent Transportation System, such as variable messages sign and highway advisory radio signs, if needed.
- f. Overhead sign structures are not anticipated to be needed and their design services are not included in this scope of work.
- g. Noise barrier design and details. Noise barriers are not anticipated. If they are determined necessary, the Subconsultant will provide structural design and detailing for the noise barriers as additional services under the terms of the agreement.
- h. Safety Analysis – Since the project is a new facility on new location, a safety study is not anticipated for the development of the Environmental Assessment. If determined needed, the Consultant will prepare the safety study in conjunction with the traffic projections and analysis.
- i. Steel Plate Girder Superstructures – This type of bridge superstructure is not anticipated at this time. If it is determined to be a feasible solution during the preliminary phase the Subconsultant will provide the additional work required for this type of superstructure as additional services under the terms of the agreement.

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
Murfreesboro, TN

COUNTY: Rutherford
TERMINI: Sulphur Springs Road Intersection
CONSULTANT: Florence & Hutcheson, Inc.
SCOPE: (See attached)
PIN: NA

ROUTE: Cherry Lane
LENGTH: 2.25 miles
Date of Estimate: 11/30/2012

Project No.: NA

SUMMARY OF COSTS AND FEES

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY ¹	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 53,941.42	\$ 82,767.71	\$ 13,943.86	\$ 2,193.52	\$ 152,846.51
PRELIMINARY	\$ 44,901.78	\$ 68,897.29	\$ 11,607.11	\$ 708.48	\$ 126,114.66
Hydraulic Analysis	\$ 24,539.22	\$ 37,652.98	\$ 6,343.39	\$ 696.00	\$ 69,231.59
Preliminary Bridge Design	\$ 17,635.68	\$ 27,060.19	\$ 4,558.82	\$ 12.48	\$ 49,267.17
QA/QC	\$ 2,726.88	\$ 4,184.12	\$ 704.90	\$ -	\$ 7,615.90
ROW/FINAL	\$ 89,593.27	\$ 137,471.91	\$ 23,159.87	\$ 1,240.20	\$ 251,465.25
Final Bridge Plans	\$ 73,127.45	\$ 112,206.76	\$ 18,903.45	\$ 1,076.40	\$ 205,314.06
Signing Plans	\$ 11,180.30	\$ 17,155.05	\$ 2,890.11	\$ 163.80	\$ 31,389.26
QA/QC	\$ 5,285.52	\$ 8,110.10	\$ 1,366.31	\$ -	\$ 14,761.93
BIDDING	\$ 4,924.48	\$ 7,556.12	\$ 1,272.98	\$ -	\$ 13,753.58
	\$ 193,360.95	\$ 296,693.03	\$ 49,983.82	\$ 4,142.20	\$ 544,180.00

1 Should a Categorical Exclusion be developed in lieu of an EA and FONSI, the fee for the SURVEY phase can be reduced from \$152,846.51 to \$117,962.71.

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Florence & Hutcheson, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012

PHASE: PE-NEPA
 SCOPE: NEPA STUDY AND DOCUMENTATION

Project No.: NA

Task Description	Hours per personnel class							TOTALS	
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
II.a. Project Management and Coordination									
i. Coordination with TDOT, FHWA, and the Client	24	24	8					56	
ii. Coordination with the Consultant	8	8	4					20	
iii. Coordination with other subconsultants for technical studies	8	24	24					56	
iv. Project management and administration	36						8	44	
v. Prepare for/Attend NEPA Kickoff Meeting	4	4	4					12	
II.b. Preliminary Corridor Investigation									
i. Purpose and Need Statement	2	16	8					26	
ii. TESA Concurrence Point 1									
1. Prepare Documentation and Distribute	8	8				4		20	
2. Prepare Meeting Materials	4	8			8			20	
3. Attend TESA Meeting and Summarize Comments	4	8						12	
iii. Assemble Base Mapping									
iv. Collect Available Environmental Data and Screen		8	16					24	
v. Identify Opportunities and Constraints		4	4					8	
vi. Identify Preliminary Alternatives	2	8	8					18	
vii. Prepare Estimates of Conceptual ROW and Const. Costs			4	8	8			20	
viii. Scoping Meeting and Field Review with TESA Agencies (including prep and travel)	4	8	8		8	8	4	40	
ix. Early Public Involvement Meeting (including prep and travel)	4	8	8		8	8	4	40	
x. Define Alternatives		4	4	4	4			16	
xi. TESA Concurrence Point 2									
1. Prepare Documentation and Distribute	8	8					4	28	
2. Prepare Meeting Materials	4	4			4			12	
3. Attend TESA Meeting and Summarize Comments	4	8						12	
II.c. Evaluation of Alternatives									
								By Others	
i. Traffic Analysis		2	4	4				10	
ii. Alternative Comparison Matrix									
iii. Initial Coordination with Federal, State, and Local Agencies	4	16	8	8	8	8	4	56	
iv. Additional Public Involvement Meeting	4	16	8	8	8			44	
v. Selection of Feasible Alternatives to be Evaluated in the EA	2	8	8					18	
II.d. Environmental Assessment Document									
i. Technical Studies									
1. Traffic and Safety								By Others	
2. Ecology/Wetlands								By Others	
3. Floodway and Floodplains			4	8				12	
4. Hazardous Materials								By Others	
5. Noise and Air Quality								By Others	
6. Environmental Justice		4						4	
7. Soils and Geology								By Others	
8. Land Use		4						4	
9. Section 6(f)/Community Impacts		4						4	
10. Sections 4F & 106/Historic								By Others	
11. Indirect and Cumulative Impacts		4						4	
12. Constructability			4					4	
ii. Conceptual Stage Relocation Plan									
iii. Estimate of ROW and Const. Costs and Impacts				16				16	
iv. Comparison Matrix		4	4	8				16	
v. Prepare Preliminary Draft EA Document	2	40	4	4	20	20	20	110	
vi. TESA Concurrence Point 3									
1. Prepare Documentation and Distribute		4					4	8	
2. Prepare Meeting Materials		4			8	8	8	28	
3. Attend TESA Meeting and Summarize Comments		4						12	
vii. Revise Document and Submit to TDOT and FHWA									
viii. Address Comments and Resubmit, if nec.		2			2	2	2	8	
ix. Public Notification for Meeting		4					4	8	
x. Prepare Materials for NEPA Public Meeting		4	4	8	8	8	8	40	
xi. Pre-Meeting Session with Client and Consultant (including prep, travel, documentation, and revisions to materials)	4	8	4		4	4	4	28	
xii. NEPA Public Meeting & Summarize	4	8						12	
xiii. Recommended Alternative Report		8				4	4	16	
xiv. TESA Concurrence Point 4								0	
1. Prepare Meeting Materials									
2. Attend TESA Meeting and Summarize Comments	4	8			8	8	8	28	
II.e. Finding of No Significant Impact									
i. Revise per CP4 Comments									
		4	8	8	8	8		36	
ii. Document Mitigation and Env. Commitments									
iii. Prepare FONSI and Submit for Review	2	16	8		8	8	4	50	
iv. Revise FONSI for Comments		2	4		4	4	4	18	
v. Finalize FONSI & Write Executive Summary									
vi. Prepare and Distribute Final Documents	2	16	8		8		8	34	
							16	32	
Total Hours from Estimate									
	134	380	286	108	154	110	134	1276	
Direct Labor Rate / Class	\$ 61.63	\$ 49.14	\$ 51.99	\$ 37.57	\$ 27.67	\$ 24.74	\$ 19.53		
Direct Labor Cost / Class	\$ 8,258.42	\$ 18,673.20	\$ 13,309.44	\$ 4,100.76	\$ 4,261.18	\$ 2,721.40	\$ 2,617.02		
Percentage of Total Manhours	10.50%	29.78%	20.06%	8.46%	12.07%	8.62%	10.50%		
								Total Direct Labor	\$ 53,941.42
								Overhead (153.44%)	\$ 82,767.71
								Fee (11%)	\$ 13,943.56
								Total Labor Charges	\$ 150,652.99

DIRECT COST ESTIMATES			
Mileage	miles @	\$ 0.47 /mile =	\$ -
Hotel	Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person =	\$ -
Non-Travel Day Per Diem	Travel Days	\$ 46.00 /day/person =	\$ -
Printing Report	7619 sheets @	\$ 0.12 /sheet =	\$ 914.28
Printing Functional Plans	1537 sheets @	\$ 0.52 /sheet =	\$ 799.24
Large Format Color Heating Maps	10 maps @	\$ 48.00 /map =	\$ 480.00

Total Direct Expenses	\$ 2,193.52
Estimate of Costs and Fees for NEPA STUDY AND DOCUMENTATION	\$ 152,846.51

**Subconsultant Fee Proposal
CHERRY LANE EXTENSION
Murfreesboro, TN**

COUNTY: Rutherford
TERMINI: Sulphur Springs Road Intersector
CONSULTANT: Florence & Hutcheson, Inc.
SCOPE: (See attached)
PIN: NA

ROUTE: Cherry Lane
LENGTH: 2.25 miles
Date of Estimate: 11/30/2012
Project No.: NA

PHASE: PRELIMINARY
SCOPE: HYDRAULIC ANALYSIS

Task Description	Hours per personnel class								TOTALS	
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical			
III.b. Hydraulic Analysis and Design										
i. West Fork Stones River										
1. Project management & coordinator			16							16
2. FEMA data request				4						4
3. Field review/stream walk			12	12						24
4. Flow comparison	1		2	4						7
5. Duplicate Effective Mode			2	4						6
6. Corrective Effective Mode			2	4						6
7. Existing Conditions Mode	1		4	16						21
8. Proposed Conditions Mode	1		4	16						21
9. Iterations	2		8	24						34
10. Final Proposed Mode	1		2	4						7
11. Scour Analysis	1		2	4						7
12. FEMA MT-2 forms & reporting	1		4	24	8		2			39
13. Client Comments	2		8	24	4		2			40
14. FEMA Approval	2		8	32	4		2			48
15. Final reporting			2	4	2		2			10
ii. Unnamed Trib to West Fork Stones Rive										
1. Project management & coordinator			16							16
2. TDOT data request				4						4
3. Field review/stream walk			12	12						24
4. Hydrology/calculate flows	2		4		24					30
5. Existing Conditions Mode	2		4	24						30
6. Proposed Conditions Mode	1		4	16						21
7. Iterations	2		8	16						26
8. Final Proposed Mode	1		2	4						7
9. Energy Dissipator	1		4	8						13
10. FEMA MT-2 forms & reporting	1		4	24	8		2			39
11. Client Comments	2		8	24	4		2			40
12. FEMA Approval	2		8	32	4		2			48
13. Final reporting			2	4	2		2			10
										0
										0
Total Hours from Estimate	26		152	344	60		16			598
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67		\$ 19.53			
Direct Labor Cost / Class	\$ 1,602.38		\$ 7,902.48	\$ 13,061.68	\$ 1,660.20		\$ 312.48			
Percentage of Total Manhours	4.35%		25.42%	57.53%	10.03%		2.68%			100.00%
										Total Direct Labor \$ 24,539.22
										Overhead (153.44%) \$ 37,652.98
										Fee (11%) \$ 6,343.39
										Total Labor Charges \$ 68,535.59

DIRECT COST ESTIMATES

Mileage	400 miles @	\$ 0.47 / mile =	\$ 188.00
Hotel	2 Rooms @	\$ 77.00 / room =	\$ 154.00
Travel Day Per Diem	4 Travel Days	\$ 34.50 / day/person	\$ 138.00
Non - Travel Day Per Diem	Travel Days	\$ 46.00 / day/person	\$ -
Printing Report	1800 sheets @	\$ 0.12 / sheet =	\$ 216.00
Printing Functional Plans	sheets @	\$ 0.52 / sheet =	\$ -
Total Direct Expenses			\$ 696.00

Estimate of Costs and Fees for HYDRAULIC ANALYSIS

	\$ 69,231.59
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Subconsultant Fee Proposal
CERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Florence & Hutcheson, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012

PHASE: PRELIMINARY
 SCOPE: PRELIMINARY BRIDGE

Project No.: NA

Task Description	Hours per personnel class								TOTALS	
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical			
III.c. Preliminary Structural Design										
i. Cherry Lane over SR 84C										
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		8							12
2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.			8	8						16
3. Preliminary conceptual bridge drawings for roadway and geotechnical coordination.			16	8						24
4. Preliminary bridge geometry, design, and plans for review and approval.			36	60						96
5. Coordination with Geotechnical Subconsultant and incorporation of data.	2		4	8						14
ii. Cherry Lane over West Fork Stones River and Floodplain										
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		16							20
2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.			16	16						32
3. Preliminary conceptual bridge drawings for roadway, geotechnical, and hydraulics coordination.			24	8						32
4. Preliminary bridge geometry, design, and plans for review and approval.			40	80						120
5. Coordination with Geotechnical Subconsultant and incorporation of data.	2		8	16						26
Total Hours from Estimate	12		176	204						392
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97						
Direct Labor Cost / Class	\$ 739.56		\$ 9,150.24	\$ 7,745.88						
Percentage of Total Manhours	3.06%		44.90%	52.04%						100.00%
									Total Direct Labor	\$ 17,635.68
									Overhead (153.44%)	\$ 27,060.19
									Fee (11%)	\$ 4,558.82
									Total Labor Charges	\$ 49,254.69

DIRECT COST ESTIMATES

Mileage		miles @	\$ 0.47	/ mile =	\$ -
Hotel		Rooms @	\$ 77.00	/room =	\$ -
Travel Day Per Diem		Travel Days	\$ 34.50	/day/person	\$ -
Non - Travel Day Per Diem		Travel Days	\$ 46.00	/day/person	\$ -
Printing Report		sheets @	\$ 0.12	/ sheet =	\$ -
Printing Functional Plans	24	sheets @	\$ 0.52	/ sheet =	\$ 12.48
Total Direct Expenses					\$ 12.48

Estimate of Costs and Fees for PRELIMINARY BRIDGE

\$ 49,267.17

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersector
 CONSULTANT: Florence & Hutcheson, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012
 Project No.: NA

PHASE: ROW/FINAL
 SCOPE: FINAL BRIDGE PLANS

Task Description	Hours per personnel class								TOTALS	
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical			
IV.a. Final Bridge Design and Plans										
i. Cherry Lane over SR 84C										
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		8							12
2. Final structural design.	4		120	24						148
3. Design of deck and end bridge drainage.			2	8						10
4. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.										
- Layout General Notes	4		16	24	8					52
- Superstructure and Geometry	1		80	40	24					145
- Abutments	1		32	16	8					57
- Bents	1		32	16	8					57
- Bill of Steel			8	24	8					40
- Quantities			8	16						24
- Final Check	8		32							40
5. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.	4		8							12
6. Review of shop drawings during the construction phase.	1		16	8						25
ii. Cherry Lane Bridge over the West Fork Stones River and Floodplain										
1. Project Management and Coordination and communication with the Consultant and other Subconsultants as necessary.	4		8							12
2. Final structural design.	4		160	40						204
3. Design foundations for scour analysis results.			16							16
4. Design of deck and end bridge drainage.			2	8						10
5. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.										
- Layout General Notes	4		16	24	8					52
- Superstructure and Geometry	1		120	80	24					225
- Abutments	1		32	16	8					57
- Bents	1		80	40	8					128
- Bill of Steel			16	32	8					56
- Quantities			12	24						36
- Final Check	4		40							44
6. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.	2		8	8	8					26
7. Review of shop drawings during the construction phase.	1		16	8						25
iii. Prepare for and attend Construction Field Inspection (including travel)			8							8
IV.c. Retaining Wall Details										
i. Prepare retaining wall concept drawings.	1		4	8						13
ii. Coordinate with geotechnical subconsultant for soil boring data and foundation recommendations. Include approved foundation information on drawings.			4	16						20
iii. Provide structural notes and wall specifications and quantities.			16	16						32
Total Hours from Estimate	51		920	496	120					1587
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67					
Direct Labor Cost / Class	\$ 3,143.13		\$ 47,830.80	\$ 18,833.12	\$ 3,320.40					
Percentage of Total Manhours	3.21%		57.97%	31.25%	7.56%					100.00%
									Total Direct Labor	\$ 73,127.45
									Overhead (153.44%)	\$ 112,206.76
									Fee (11%)	\$ 19,903.45
									Total Labor Charges	\$ 204,237.66

DIRECT COST ESTIMATES

Mileage	miles @	\$ 0.47 / mile =	\$ -
Hotel	Rooms @	\$ 77.00 / room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person =	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person =	\$ -
Printing Report	sheets @	\$ 0.12 / sheet =	\$ -
Printing Functional Plans	120 sheets @	\$ 0.52 / sheet =	\$ 62.40
Printing Full Size Plans (Bond)	120 sheets @	\$ 4.29 / sheet =	\$ 514.80
Printing Full Size Plans (Mylar)	60 sheets @	\$ 8.32 / sheet =	\$ 499.20
Total Direct Expenses			\$ 1,076.40

Estimate of Costs and Fees for FINAL BRIDGE PLANS

\$ 205,314.06

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersector
 CONSULTANT: Florence & Hutcheson, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012
 Project No.: NA

PHASE: ROW/FINAL
 SCOPE: SIGNING PLANS

Task Description	Hours per personnel class								TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
IV.b. Signing Plans									
i. Project Management and Coordination with Consultant and TDOT	4		4						8
ii. Existing Sign Inventory			2		8				10
iii. Proposed Signing Plans									
1. Prepare Preliminary Sign Layout			20	40					60
2. Design of SR 840 Signs in SignCAC			16	32					48
iv. Prepare Sign Schedule			8	24					32
v. Footing Design and Detail			8	12	16	16			52
vi. General Notes, Standard Drawings and Estimated Quantities			8	16	16	16			56
vii. Plot and Submit Preliminary Plans for Review	1		2			4			7
viii. Revise, Plot and Submit Final Plan	1		4	4	4	4			17
Total Hours from Estimate	6		72	128	44	40			290
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67	\$ 24.74			
Direct Labor Cost / Class	\$ 369.78		\$ 3,743.28	\$ 4,860.16	\$ 1,217.48	\$ 989.60			
Percentage of Total Manhours	2.07%		24.83%	44.14%	15.17%	13.79%			100.00%
									Total Direct Labor \$ 11,180.30
									Overhead (153.44%) \$ 17,155.05
									Fee (11%) \$ 2,890.11
									Total Labor Charges \$ 31,225.46

DIRECT COST ESTIMATES

Mileage	miles @	\$ 0.47 / mile =	\$ -
Hotel	Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person	\$ -
Printing Half Sized Plans	75 sheets @	\$ 0.52 / sheet =	\$ 39.00
Printing Final Plans (Full Size Mylar)	15 sheets @	\$ 8.32 / sheet =	\$ 124.80
Total Direct Expenses			\$ 163.80

Estimate of Costs and Fees for SIGNING PLANS

\$ 31,389.26



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 13, 2012

Florence and Hutcheson Inc.
bevers@flohut.com
Attn: Bob Evers, Vice President Finance

Dear Mr. Evers:

Tennessee Department of Transportation (TDOT) External Audit received your overhead rate schedule, audited by T. Wayne Owens and Associates PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the TDOT External review of the audited indirect cost schedule TDOT concurs with the scheduled Overhead rate Home 153.44% (152.91% Home plus 0.53% FCCM) and Field 128.44% [128.07% Field plus 0.37% FCCM].

This is not a cognizant letter

However the Home Office Overhead rate submitted including the Facility Capital Cost of Money, exceeds the legislated ceiling for the indirect cost rate for jobs fully (100%) funded by the State of Tennessee. Therefore the Home Rate to be used on these contracts is 145.00% and the Field rate is 128.44%.

Sincerely,

Keith W Gore
TDOT External Audit
J K Polk Bldg. Ste 800
505 Deaderick Street
Nashville, Tennessee 37243

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Bowlby & Associates, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012
 Project No.: NA

SUMMARY OF COSTS AND FEES

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67
Air Quality and Noise Evaluation	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 5, 2012

Patricia W. Bowlby
Bowlby & Associates, Inc.
504 Autumn Springs Ct., #11
Franklin, TN 37067

We have performed a review of the Indirect Cost Rate for Bowlby & Associates, Inc for the year ended December 31, 2011. The examination was performed by TDOT's External Audit staff in a desk review for the purpose of determining a provisional rate to be used by this department only, and only until such time as it is determined whether a full review is warranted and can be performed.

We accept the following rates as provisional only. The rates listed below already include the FCCM of 0.16%.

	Federally Funded	State Funded
Home Office	179.14%	160.46%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for state funded contracts.

Richard Emerson, Fiscal Director

Tennessee Department of Transportation (TDOT)
Phone 615 253 4273
Fax 615 253 4274
Richard.Emerson@tn.gov

Bowlby & Associates, Inc.

504 Autumn Springs Court, #11
Franklin, Tennessee 37067-8278
(615) 771-3006, Fax (615) 771-3406
pbowlby@bowlbyassociates.com

CONTRACTOR CERTIFICATION OF COSTS

Certification of Final Indirect Costs

Firm Name: Bowlby & Associates, Inc.

Indirect Cost Rate Proposal: Home Office 179.14% Field Office N/A

Date of Proposal Preparation: 6/5/2012

Fiscal Period Covered: 01/01/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Patricia W. Bowlby

Name of Certifying Official (Print): Patricia W. Bowlby

Title: Vice-President

Date of Certification: 06/05/2012

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Griggs and Maloney
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012

Project No.: NA

SUMMARY OF COSTS AND FEES

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 20,441.98	\$ 25,552.48	\$ 5,284.25	\$ 276.00	\$ 51,554.71
Natural Resources Study	\$ 10,535.04	\$ 13,168.80	\$ 2,723.31	\$ 120.00	\$ 26,547.15
Indiana Bat Survey	\$ 7,326.08	\$ 9,157.60	\$ 1,893.79	\$ 36.00	\$ 18,413.47
Hazardous Materials Study	\$ 2,580.86	\$ 3,226.08	\$ 667.15	\$ 120.00	\$ 6,594.09
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 20,441.98 \$ 25,552.48 \$ 5,284.25 \$ 276.00 \$ 51,554.71

**Subconsultant Fee Proposal
CHERRY LANE EXTENSION
Murfreesboro, TN**

COUNTY: Rutherford
TERMINI: Sulphur Springs Road Intersection
CONSULTANT: Griggs and Maloney
SCOPE: (See attached)
PIN: NA

ROUTE: Cherry Lane
LENGTH: 2.25 miles
Date of Estimate: 11/30/2012

PHASE: PE-NEPA
SCOPE: Natural Resources Study

Project No.: NA

Task Description	Hours per personnel class						TOTALS
	Project Manager	Biologist	Environmental Scientist	Drafts Person	Clerical		
Task 1: Records/Database Review							
Project Manager (PM)	2						2
Biologist (B)		4					4
Environmental Scientist (ES)			16				16
Task 2: Natural Resources Survey : Floral/Faunal and Endangered Species							
<i>Field Work: Floral/Faunal/Endangered Species</i>							
Project Manager (PM)							
Biologist (B)		36					36
Environmental Scientist (ES)							
<i>Report</i>							
Project Manager (PM)							
Biologist (B)		24					24
Environmental Scientist (ES)			40				40
Drafts Person (DR)				4			4
Clerical (CL)					4		4
Task 3: Wetland Assessment							
<i>Field Work</i>							
Project Manager (PM)	4						4
Biologist (B)		40					40
Environmental Scientist (ES)			60				60
<i>Report</i>							
Project Manager (PM)							
Biologist (B)		24					24
Environmental Scientist (ES)			40				40
Drafts Person (DR)				16			16
Clerical (CL)					8		8
Total Hours from Estimate	6	128	156	20	12		322
Direct Labor Rate / Class	\$ 50.48	\$ 50.48	\$ 20.37	\$ 20.95	\$ 14.50		
Direct Labor Cost / Class	\$ 302.88	\$ 6,461.44	\$ 3,177.72	\$ 419.00	\$ 174.00		
Percentage of Total Manhours	1.88%	39.75%	48.45%	6.21%	3.73%		
						Total Direct Labor	\$ 10,535.04
						Overhead (125%)	\$ 13,168.80
						Fee (11%)	\$ 2,723.31
						Total Labor Charges	\$ 26,427.15

DIRECT COST ESTIMATES				
Mileage		miles @	\$ 0.47 /mile =	\$ -
Hotel		Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem		Travel Days	\$ 34.50 /day/person	\$ -
Non - Travel Day Per Diem		Travel Days	\$ 46.00 /day/person	\$ -
Printing Report	1000	sheets @	\$ 0.12 /sheet =	\$ 120.00
Printing Functional Plans		sheets @	\$ 0.52 /sheet =	\$ -
Large Format Color Hearing Maps		maps @	\$ 48.00 /map =	\$ -
Total Direct Expenses				\$ 120.00

Estimate of Costs and Fees for Natural Resources Study **\$ 26,547.15**

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMIN: Sulphur Springs Road Intersection
 CONSULTANT: Griggs and Maloney
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012

PHASE: PE-NEPA
 SCOPE: Indiana Bat Survey

Project No.: NA

Task Description	Hours per personnel class				TOTALS
	Biologist	Environmental Scientist	Drafts Person	Clerical	
Task 1: Field Survey					
Biologist (B)	64				64
Environmental Scientist (ES)		64			64
Task 2: Report					
Biologist (B)	40				40
Environmental Scientist (ES)		24			24
Drafts Person (DR)			8		8
Clerical (CL)				8	8
Total Hours from Estimate	104	88	8	8	208
Direct Labor Rate / Class	\$ 50.48	\$ 20.37	\$ 20.95	\$ 14.50	
Direct Labor Cost / Class	\$ 5,249.92	\$ 1,792.56	\$ 167.60	\$ 116.00	
Percentage of Total Manhours	50.00%	42.31%	3.85%	3.85%	100.00%
					Total Direct Labor \$ 7,326.08
					Overhead (125%) \$ 9,157.60
					Fee (11%) \$ 1,893.79
					Total Labor Charges \$ 18,377.47

DIRECT COST ESTIMATES

Mileage	miles @	\$ 0.47 /mile =	\$ -
Hotel	Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person	\$ -
Printing Report	200 sheets @	\$ 0.12 /sheet =	\$ 24.00
Printing Functional Plans	sheets @	\$ 0.52 /sheet =	\$ -
Large Format Color Hearing Maps	maps @	\$ 48.00 /map =	\$ -
Supplies - Flagging tape	4 each	\$ 3.00 /each =	\$ 12.00
Total Direct Expenses			\$ 36.00

Estimate of Costs and Fees for Indiana Bat Survey

\$ 18,413.47

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Griggs and Maloney
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012
 Project No.: NA

PHASE: PE-NEPA

SCOPE: Hazardous Materials Assessment

Task Description	Hours per personnel class				TOTALS
	Project Manager	Environmental Scientist	Drafts Person	Clerical	
Task 1: Records/Database Review					
Project Manager (PM)	2				2
Environmental Scientist (ES)		16			16
Task 2: Field Work					
Project Manager (PM)	2				2
Environmental Scientist (ES)		34			34
Task 3: Report					
Project Manager (PM)	8				8
Environmental Scientist (ES)		40			40
Drafts Person (DR)			4		4
Clerical (CL)				4	4
Total Hours from Estimate	12	90	4	4	110
Direct Labor Rate / Class	\$ 50.48	\$ 20.37	\$ 20.95	\$ 14.50	
Direct Labor Cost / Class	\$ 605.76	\$ 1,833.30	\$ 83.80	\$ 58.00	
Percentage of Total Manhours	10.91%	81.82%	3.64%	3.64%	
					100.00%
					Total Direct Labor \$ 2,580.86
					Overhead (125%) \$ 3,226.08
					Fee (11%) \$ 667.15
					Total Labor Charges \$ 6,474.09

DIRECT COST ESTIMATES

Mileage	miles @	\$ 0.47 /mile =	\$ -
Hotel	Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person =	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person =	\$ -
Printing Report	1000 sheets @	\$ 0.12 /sheet =	\$ 120.00
Printing Functional Plans	sheets @	\$ 0.52 /sheet =	\$ -
Large Format Color Hearing Maps	maps @	\$ 48.00 /map =	\$ -
Total Direct Expenses			\$ 120.00
Estimate of Costs and Fees for Hazardous Materials Assessment			\$ 6,594.09

GRIGGS & MALONEY
I N C O R P O R A T E D
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

September 20, 2012

Mr. Michael Biggs, P.E., CPESC
Sr. Transportation Engineer
Wiser Company
237 W. Northfield Boulevard, Suite 200
Murfreesboro, Tennessee 37129

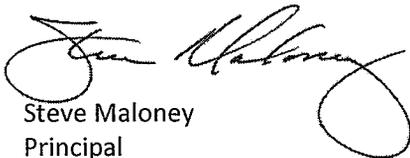
RE: **TDOT OVERHEAD RATE**
CHERRY LANE EXTENSION PROJECT
MURFREESBORO, TENNESSEE

Dear Mr. Biggs:

Griggs & Maloney, Inc. does not have a current approved TDOT overhead rate and for the purposes of this cost proposal is using the rate of 125%.

If you have any questions or need additional information, please advise.

Sincerely,
GRIGGS & MALONEY, INC.


Steve Maloney
Principal

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Panamerican Consultants, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012

Project No.: NA

SUMMARY OF COSTS AND FEES

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 23,863.80	\$ 30,853.51	\$ 6,168.79	\$ 16,197.60	\$ 77,083.70
Archaeological Study	\$ 18,339.80	\$ 23,711.53	\$ 4,740.84	\$ 14,031.96	\$ 60,824.13
Historical Architectural Study	\$ 5,524.00	\$ 7,141.98	\$ 1,427.95	\$ 2,165.64	\$ 16,259.57
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 23,863.80 \$ 30,853.51 \$ 6,168.79 \$ 16,197.60 \$ 77,083.70

Subconsultant Fee Proposal
CHERRY LANE EXTENSION
 Murfreesboro, TN

COUNTY: Rutherford
 TERMINI: Sulphur Springs Road Intersection
 CONSULTANT: Panamerican Consultants, Inc.
 SCOPE: (See attached)
 PIN: NA

ROUTE: Cherry Lane
 LENGTH: 2.25 miles
 Date of Estimate: 11/30/2012
 Project No.: NA

PHASE: PE-NEPA
 SCOPE: Historical/Architectur

Task Description	Hours per personnel class					TOTALS
	Principal Investigator	Architectural Historian	Office Manager	Editor		
Task 1: Literature & Records Check						
Architectural Historian (AH)		8				8
Task 2: Field Work						
Architectural Historian (AH)		80				80
Task 3: Report Preparation						
Principal Investigator (PI)	4					4
Architectural Historian (AH)		180				180
Office Manager (OM)			16			16
Editor (E)				24		24
Total Hours from Estimate	4	268	16	24		312
Direct Labor Rate / Class	\$ 38.94	\$ 18.00	\$ 15.79	\$ 12.15		
Direct Labor Cost / Class	\$ 155.76	\$ 4,824.00	\$ 252.64	\$ 291.60		
Percentage of Total Manhours	1.28%	85.90%	5.13%	7.69%		100.00%
					Total Direct Labor	\$ 5,524.00
					Overhead (129.29%)	\$ 7,141.98
					Fee (11%)	\$ 1,427.95
					Total Labor Charges	\$ 14,093.93

DIRECT COST ESTIMATES

Task 1: Literature & Records Check					
Mileage	420	miles @	\$ 0.47	/mile =	\$ 197.40
Per Diem - Lodging	1	Rooms @	\$ 77.00	/room =	\$ 77.00
Per Diem- Travel day	2	Travel Days	\$ 34.50	/day/person	\$ 69.00
Task 2: Field Work					
Mileage	792	miles @	\$ 0.47	/mile =	\$ 372.24
Per Diem - Lodging	9	Rooms @	\$ 77.00	/room =	\$ 693.00
Travel Day Per Diem	2	Travel Days	\$ 34.50	/day/person	\$ 69.00
Non - Travel Day Per Diem	8	Travel Days	\$ 46.00	/day/person	\$ 368.00
Task 3: Report Preparation					
Report Bound Copies	14	each @	\$ 20.00	/report =	\$ 280.00
Shipping	2	each @	\$ 20.00	/report =	\$ 40.00
Total Direct Expenses					\$ 2,165.64
Estimate of Costs and Fees for Historical/Architectural Study					\$ 16,259.57



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 5, 2012

Panamerican Consultants Inc.
sreed@panamericaninc.com
Attn: Steven Reed, Business Manager

Dear Mr. Reed:

Tennessee Department of Transportation (TDOT) External Audit received Panamerican's overhead rate schedule, audited by JamersonMoneyFarmer PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the TDOT External review of the audited indirect cost schedule TDOT concurs with the scheduled Overhead rate Home 129.29% (128.54% Home plus 0.75% FCCM).

This is not a cognizant letter

However after the adjustment per TDOT Standard Procurement of Engineering and Technical Services Policy (301-01) for contracts fully (100%) funded by the State of Tennessee, the Home Rate to be used on these contracts is 127.17%.

Very Truly Yours

Keith Gore
External Audit
505 Deaderick Street
Nashville, Tennessee 37243

**Scope of Services – SEC, Inc.
Survey Responsibilities
State Route 840 at Cherry Lane Extension
In Murfreesboro, Rutherford County, Tennessee
November 16, 2012**

PE/NEPA: Survey Control

SEC, Inc. will be responsible for establishing horizontal and vertical survey control for the entire proposed project, which has currently been defined as a 2.25¹ +/- mile corridor extending from approximately the relocated intersection for Sulphur Springs Road, westerly crossing State Route 840 to the intersection with Northwest Broad Street (US 41/70S), and a 0.8 mile portion of existing State Route 840, pursuant to TDOT Survey Manual Chapter 3, Section 3.2 – Project Control.

Approximately 23 – 28 control points will be set along both corridors, tied to Tennessee Geodetic Reference Network (TGRN). Control points will be referenced and tied to landmarks and reference points and the tie information will be recorded in notes. Permanent benchmarks will be placed a minimum of 1000 feet apart and at all major structure sites and major intersections. Field notes will be kept during this portion of the survey

SEC, Inc. Survey personnel will perform all research necessary on approximately 20 tracts encountered on the SEC portion of the survey, locating property lines and property corners to establish tract boundaries.

PE/NEPA: Topographic Survey

Topographic survey to be performed pursuant to TDOT Survey Manual guidelines on State Route 840 and proposed Cherry lane Corridor. (approximately 110-120 acres total area to be surveyed.

Property owners affected by the surveys and where entry is needed will be notified in writing at least one week prior to commencement of survey and an effort will be made to personally contact these owners.

PE/NEPA: Staking

SEC, Inc. will provide staking within the responsible area described above for:

- 1) A one-time staking of geotechnical borings (location to be provided by Wisner in Station/offset and project coordinate format)
- 2) A one-time staking of Right-of-way and easements.
- 3) One-time staking of the proposed project Centerline.

¹ Projects limits were modified from the RFQ, initially being 1.5 miles in length and extending to approximately 1,700-ft east of SR-840, per a meeting with TDOT on 9-12-12.

**Scope of Services – SEC, Inc.
Survey Responsibilities
State Route 840 at Cherry Lane Extension
In Murfreesboro, Rutherford County, Tennessee**

PE/NEPA: Property Exhibits and Legal Descriptions

Exhibits and legals for ROW and easement takes will be developed on behalf of the City for the purpose of the City to acquire right-of-way necessary to construct the project. SEC, Inc. will coordinate with Wisser Co. and the City of Murfreesboro as necessary to develop this information. Wisser Co. will provide SEC with information regarding the proposed right-of-way, in Microstation .dgn format.

Survey data will be provided to Wisser Companies, including:

Field notes including level notes on the control.
CAD files containing resolved property and ROW lines.
ASCII files in PNEZD format for processing in GEOPAK software.
Sketches of each opening for and Box culverts or bridges (not including SR-840 bridge over the West Fork Stones River).
Copies of research data (deeds, plats and calculations)

Project includes all necessary coordination /communications between project members and TDOT, progress reports, and meetings.

SEC's Cherry Lane Scope of Engineering Services
Revised January 25, 2013

ROW/Final Design - Engineering Scope:

1. Interchange and Roadway Drainage Design (project limits for this portion of work will be along the proposed Cherry Lane, from Broad St. to the Sulphur Springs intersection)
 - a. Perform the **hydrologic** calculations for special ditches and culvert cross drains per TDOT Design Division Drainage Manual.
 - i. Create watershed map of special ditches and cross drains.
 - b. Perform **hydraulic** design calculations per TDOT Design Division Drainage Manual.
 - i. Perform design of special ditches (8).
 - ii. Perform cross culvert designs (11).

Note, Wiser Co. will provide information necessary for SEC to perform calculations, and also develop plan sheets, culvert-cross sections, and any other related plan sheets.

- c. It is not within SEC, Inc's scope of services to provide the following:
 - i. Soil erosion prevention and sediment control design. *(This will be developed by Wiser Co.)*
 - ii. Natural stream design for stream relocations, nor associated culverts. *(This will be performed by Florence and Hutcheson.)*
 - iii. Roadway drainage design along Cherry Lane. *(This will be developed by Wiser Co.)*
 - iv. Existing box culvert extension designs and box culvert designs up and down stream from the existing box culvert (total - 3 new culverts). *(This will be developed by Florence-Hutcheson)*
 - v. Address stormwater quality or quantity. *(This will be developed by Wiser Co.)*
 - vi. Provide energy dissipation design.
We would be pleased to revise our scope to add these services.

SEC, Inc.
 SUMMARY of COSTS and FEES

11/30/2012

PHASE	LABOR	OVERHEAD (125%)	NET FEE (11%)	EXPENSES	TOTAL
PE-NEPA (Survey)	\$38,586.65	\$48,233.31	\$9,974.65		\$96,794.61
PRELIMINARY					
ROW/FINAL	\$11,047.00	\$13,808.75	\$2,855.65		\$27,711.40
BIDDING					
	\$49,633.65	\$62,042.06	\$12,830.30	\$0.00	\$124,506.01

ROW/Final Design - DRAINAGE DESIGN

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	2080			OH/Profit Cal. 2.35 Total	% of Total Manhours
				1	2	3		
Senior Engineer (Mark Lee)	111	\$99,840	\$48.00	\$5,328.00	\$6,660.00	\$11,988.00	\$13,365.29	45%
Senior Engineer (Doug Jenkins)	100	\$89,440	\$43.00	\$4,300.00	\$5,375.00	\$9,675.00	\$10,786.55	41%
Project Engineer (Mike Hughes)	33	\$89,440	\$43.00	\$1,419.00	\$1,773.75	\$3,192.75	\$3,559.56	14%
Engineer Intern		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0%
Site Designer		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0%
Construction Specialist		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0%
Clerical Support		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL HOURS =	244			\$0.00	\$0.00	\$0.00	\$0.00	
				Total Engineering Fee =			\$27,711.40	

TOTAL SEC ROW/FINAL DESIGN = \$27,711.40

\$120.41 MPL
\$107.87 DWJ, MSH

PE/NEPA - Survey

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	2080			OH/Profit Cal. 2.35 Total	% of Total Manhours
				1	2	3		
Survey Project Manager	132	\$86,632	\$41.65	\$5,497.80	\$6,872.25	\$12,370.05	\$13,791.23	7%
Survey Crew Chief	440	\$51,418	\$24.72	\$10,876.80	\$13,596.00	\$24,472.80	\$27,284.45	22%
Survey Instrument Person	420	\$33,862	\$16.28	\$6,837.60	\$8,547.00	\$15,384.60	\$17,152.12	21%
Survey Rod Person	420	\$27,082	\$13.02	\$5,468.40	\$6,835.50	\$12,303.90	\$13,717.48	21%
Survey Rod Person	420	\$27,082	\$13.02	\$5,468.40	\$6,835.50	\$12,303.90	\$13,717.48	21%
Survey CAD Technician	155	\$59,550	\$28.63	\$4,437.65	\$5,547.06	\$9,984.71	\$11,131.85	8%
TOTAL SURVEY HOURS =	1987			\$4,437.65	\$5,547.06	\$9,984.71	\$11,131.85	
				Total Survey Fee =			\$96,794.61	

TOTAL SEC PE-NEPA = \$96,794.61

SEC Survey Personnel

Survey Project Manager – Thomas G. Rosenthal RLS
Survey Project Manager – David A. Parker RLS

Survey Crew Chief – Stevie Curtis
Survey Crew Chief – Timothy Fry
Survey Crew Chief – Josh Green

Survey Instrument Person – Josh Warren
Survey Instrument Person – Billy Plant
Survey Instrument Person – Seth Kapadia

Survey CAD Technician – William Shane Ball
Survey CAD Technician – Jack Goodrich

Survey Rod Person – Josh Warren
Survey Rod Person – Billy Plant
Survey Rod Person – Seth Kapadia.

SEC, Inc.

SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

September 19, 2012

Michael A. Biggs, PE
Wiser Company
237 W. Northfield Blvd.
Ste 200
Murfreesboro, TN 37129

Mr. Biggs,

SEC, Inc. does not have an audited/approved TDOT overhead rate. If you are in need of further information, you can contact me at 615-890-7901 or my email at gharrison@sec-civil.com

Cordially,

Gina Harrison
SEC, Inc.

November 29, 2012

Mr. Mike Biggs
Wiser Company
237 West Northfield Blvd., Suite 200
Murfreesboro, TN 37129

Re: Cherry Lane – Phase III
Murfreesboro, Tennessee

Dear Mike:

Please find attached our Revised Fee Proposal for the Survey and Preliminary Phases of the above-referenced project. In conjunction with our fee proposal, we offer the following proposed associated scope of work:

Survey-Project Control - Our portion of this work will begin at Northwest Broad Street and extend east to a point approximately 800' west of SR 840. All work will be performed in accordance with Sections 3.1, 3.2, and 3.3 of the May 3, 2011 version of the Tennessee Department of Transportation (TDOT) Survey Manual.

Survey-Topography - Our portion of this work will follow the alignment referenced above and will cover limits indicated on the attached sketch. We will collect and check data and provide our results to you in ASCII and ACAD formats (including our field notes). All work will be performed in accordance with Sections 3.6 and 3.7 of the May 3, 2011 version of the TDOT Survey Manual.

Survey-Bridge - We will survey the flood plain area indicated on the attached sketch. We will collect and check data and provide our results to you in ASCII and ACAD formats. All work will be performed in accordance with Section 3.11 of the May 3, 2011 version of the TDOT Survey Manual. Note that river cross-sections will be completed with the bridge survey per the TDOT Survey Manual.

Survey-Boundary - We will determine the property line and right-of-way locations. We will provide ACAD drawings of this work, our field notes, and copies of the research documents.

Survey-Staking - We will provide a one-time staking for the geotechnical borings, a one-time staking of the centerline, and a one-time staking of right-of-way and easements. Geotechnical boring locations to be provided by Wiser Company in the form of station numbers and coordinates.

Survey Property Acquisitions – We will provide property descriptions and exhibits for the portions of properties to be acquired.

PE/NEPA – Traffic Projections and Update

1) Planning Activities

We will obtain existing traffic projections and count information for the project, extending from the limits of Broad Street to Sulphur Springs Rd., based on the following:

- We will obtain from the MPO the latest model assignments (ADT's) for the system that are relevant to the project. These would include those volumes along SR 840, from south of Broad Street to north of Sulphur Springs Road., and along Broad Street, from Thompson Lane to west of the Cherry Lane intersection, and also along Cherry Lane, from Broad Street to east of Sulphur Springs intersection.
- We will contact TDOT for information for their stations that are within/near the project limits described.

We will confirm counts obtained from both TDOT and MPO with the City of Murfreesboro prior to later activities.

2) Establish the base year and horizon year to be used for design purposes

We will coordinate and establish with the TDOT Planning Division the horizon years to be used for the base year and future design year.

3) Develop traffic projections

Using the MPO model output, we will develop and/or update the ADT's for locations that are equivalent to the TDOT count stations for the base year and horizon year (for example 2017 and 2037 or 2018 and 2038) for the build alternate. This will require developing a few simple factors to calculate or extend the ADT's provided by the MPO to the base and horizon years.

4) Develop the Design Year Volumes

The ADT's will be converted to DHV's utilizing the information from TDOT's count stations as DHV's are utilized for the design. This will require the balancing of the DHV's to create a balanced system.

5) Uses of the Design Year Volumes

The DHV's will be used for the analyzing the turning movements, length of turn lanes, level of service of the roadways, pavement design and merging and diverging areas, etc.

6) Coordination

We will provide necessary coordination with the City of Murfreesboro and TDOT that will allow for the approval of projected traffic for the project. Wisser Co. will provide coordination assistance with the City of Murfreesboro and TDOT, and also QA/QC review of all submittals.

ROW/Final Design – Traffic Signal

1) Signal Warrant Preparation

We will prepare a signal warrant analysis for the intersection of Broad Street and Cherry Lane based upon traffic projections previously developed based upon current TDOT standards and guidelines and City of Murfreesboro. We will submit and coordinate the study with TDOT Region 3 officials as necessary to gain approval for a proposed signal.

2) Signal Design

We will develop complete signal design for the intersection of Broad Street and Cherry Lane. Design will consist of specification for poles, signal heads, signal equipment, pull boxes, vehicle detection etc., as provided by The City of Murfreesboro. We will provide necessary coordination with the City of Murfreesboro Transportation Department and TDOT for review and approval. Wisser Co. will assist with task coordination and will provide QA/QC review.



Please give us a call if you have questions or need further information.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

cc: Mr. Jim Kerr

Mr. Stephen A. Steele

HUDDLESTON-STEELE
SUMMARY of COSTS and FEES
 Revised 1/25/2013

PHASE	LABOR	OVERHEAD (125%)	NET FEE (11%)	EXPENSES	TOTAL
PE-NEPA (Survey)	\$28,022.60	\$35,028.28	\$7,243.84		\$70,294.72
PRELIMINARY					
ROW/FINAL	\$15,876.00	\$19,845.00	\$4,103.95		\$39,824.95
BIDDING					
	\$43,898.60	\$54,873.28	\$11,347.79	\$0.00	\$110,119.67

PE/NEPA - Survey(Topo)
REVISED 11/30/12

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	130	\$100,464	\$48.30	\$6,279.00	\$7,848.75	\$14,127.75	\$1,623.12	\$15,750.87	12%
Tech (Johnnie Leonard)	55	\$65,520	\$31.50	\$1,732.50	\$2,165.63	\$3,898.13	\$447.85	\$4,345.98	5%
Crew Chief (Ray Noel)	230	\$40,872	\$19.65	\$4,519.50	\$5,649.38	\$10,168.88	\$1,166.29	\$11,337.17	21%
IM (Ricky Curtis)	225	\$35,360	\$17.00	\$3,825.00	\$4,781.25	\$8,606.25	\$988.76	\$9,595.01	21%
RM (Tommy Pomeroy)	225	\$34,320	\$16.50	\$3,712.50	\$4,640.63	\$8,353.13	\$959.68	\$9,312.81	21%
RM (Lance Jenkins)	225	\$34,320	\$16.50	\$3,712.50	\$4,640.63	\$8,353.13	\$959.68	\$9,312.81	21%
TOTAL SURVEY HOURS =							\$59,654.65		

PE/NEPA - Survey(Bridge)
Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	14	\$100,464	\$48.30	\$676.20	\$845.25	\$1,521.45	\$174.80	\$1,696.25	7%
Tech (Johnnie Leonard)	21	\$65,520	\$31.50	\$661.50	\$826.88	\$1,488.38	\$171.00	\$1,659.38	10%
Crew Chief (Ray Noel)	46	\$40,872	\$19.65	\$903.90	\$1,129.88	\$2,033.78	\$233.66	\$2,267.44	23%
IM (Ricky Curtis)	40	\$35,360	\$17.00	\$680.00	\$850.00	\$1,530.00	\$175.78	\$1,705.78	20%
RM (Tommy Pomeroy)	40	\$34,320	\$16.50	\$660.00	\$825.00	\$1,485.00	\$170.61	\$1,655.61	20%
RM (Lance Jenkins)	40	\$34,320	\$16.50	\$660.00	\$825.00	\$1,485.00	\$170.61	\$1,655.61	20%
TOTAL SURVEY HOURS =							\$10,640.07		

TOTAL HUDDLESTON-STEELE PE/NEPA = \$70,294.72

PRELIMINARY - Traffic Update
 REVISED 1/25/13

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	50	\$100,464	\$48.30	\$2,415.00	\$3,018.75	\$5,433.75	\$624.28	\$6,058.03	29%
Tech (Johnnie Leonard)	120	\$65,520	\$31.50	\$3,780.00	\$4,725.00	\$8,505.00	\$977.13	\$9,482.13	71%
	0	\$40,872	\$19.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	0	\$35,360	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL DESIGN HOURS =									170
Total Survey Fee =									\$15,540.16

PRELIMINARY - Signal Warrant Study & Design

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	70	\$100,464	\$48.30	\$3,381.00	\$4,226.25	\$7,607.25	\$873.99	\$8,481.24	26%
Tech (Johnnie Leonard)	200	\$65,520	\$31.50	\$6,300.00	\$7,875.00	\$14,175.00	\$1,628.55	\$15,803.55	74%
	0	\$40,872	\$19.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	0	\$35,360	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL DESIGN HOURS =									270
Total Survey Fee =									\$24,284.79

TOTAL HUDDLESTON-STEELE PRELIMINARY DESIGN = \$39,824.95

HS HUDDLESTON-STEELE
ENGINEERING, INC.

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

August 17, 2012

Mr. Mike Biggs
Wiser Company
237 West Northfield Blvd., Suite 200
Murfreesboro, TN 37129

Re: Cherry Lane – Phase III
Murfreesboro, Tennessee

Dear Mike:

We do not have a current certified audit overhead rate at this time.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Stephen A. Steele, P.E.

cc: Mr. Jim Kerr
Mr. Bill Huddleston



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.ttlusa.com

March 26, 2013

Mr. Michael Biggs, PE
Wiser Company
237 West Northfield Boulevard, Suite 200
Murfreesboro, Tennessee 37129

**Re: Preliminary Scope of Work for Geotechnical Engineering Services
Cherry Lane Extension Project
Murfreesboro, Rutherford County, Tennessee
TTL File No. P01812118; Revision 4**

Dear Mike:

Thank you for the opportunity to submit this revised work scope and fee estimate to provide geotechnical engineering services for the Cherry Lane Extension Project in Murfreesboro, Tennessee. Based on the preliminary information provided to us in several e-mail transmissions and meetings, we understand the following:

- Project length: about 2.25 miles
- Project location: From NW Broad Street to the intersection with Sulphur Springs Road
- Improvements: New roadway with two bridges, one box culvert extension, three box culverts and an undetermined length of retaining walls

You have asked us to provide geotechnical engineering services for the proposed project.

ASSUMPTIONS

Our assumptions were developed based on the preliminary information provided by you and are detailed below:

Project length: about 2.25 miles¹

Grading: Cut depths and fill thicknesses of less than 10 feet each

Surveying: The roadway centerline will be marked in the field on 50-foot centers by others prior to the drilling. We will estimate the boring locations relative to the survey stakes and provided cross sections. TTL does not plan to survey the actual boring locations and elevations.

¹ Initial project length was 1.5 miles as indicated in the RFP. The overall length was extended based on Wiser's meeting with TDOT on September 12, 2012.

- Bridges:** The project will include two bridges. One bridge, which crosses the Stones River will be about 1,200 feet long and include 11 spans. One bent will be constructed in the West Fork Stones River. We have assumed that drilling for this bent can be performed at a nearby creek bank location or during low level water flows in the river. This fee estimate does not include drilling from a pontoon or other type boat. The remaining bridge will cross SR 840 and includes two spans.
- Retaining Walls:** Retaining structures may be required north of the southbound exit ramp of SR 840, where the alignment encroaches upon a residentially developed area. No information was provided relative to the height or length of the retaining wall. We have assumed the walls will be less than 10 feet tall and include less than 300 linear feet.
- Lighting:** Based on the available information, lighting on this project is expected to include high mast lighting. However, since the location of the light masts is not known, we were requested to exclude these areas from our work scope.
- Access:** We have assumed that permission from the individual property owner(s) to enter their property and perform the work will be provided by others. As a courtesy, we will notify property owners of upcoming activities if contact information is provided to us. We plan to drill the borings with ATV-mounted drilling equipment. Some clearing of trees will be required to gain access to boring locations along a portion of the alignment.
- Site Restoration:** Site restoration will include seeding and strawing of land disturbed by our equipment. Larger ruts left by our equipment will be regraded and reseeded. Additionally, we will coordinate the removal of felled trees, if required, with the property owners, but chipping or burying the trees is not included. Placement of sod or other landscaping is not included at this time. Return trips to "top off" boreholes that may subside over time are not included.
- Erosion and Sediment Control:** Where waters of the State may be impacted by drilling activities, we will erect temporary erosion and sediment control measures. We have included a provision for these services in the attached Cost Estimate.
- Utilities:** Following the centerline staking, we will contact Tennessee One-Call to request marking of underground utilities by member utility companies. We are not responsible for repair of utility lines or loss of utility service for lines that have not been marked or are not properly marked by others.
- Traffic Control/Permits:** We have assumed that permits, if required, will be obtained by others. Anticipated permits include drilling in the existing SR 840 right-of-way and drilling

in the West Fork Stones River. We have also assumed that traffic control will not be required for the roadway borings.

Work Schedule: Our fee estimate assumes the borings can be accomplished during normal working hours (7 am to 5 pm, Monday through Friday) and will take no more than about 10 days to complete.

SCOPE OF WORK

DRILLING

We propose to gather subsurface data along the planned alignment by drilling up to 95 borings. The borings will be drilled at the locations and to the depths indicated in the table below. The actual number of borings could vary based on site conditions and review of project drawings as the design progresses. If this occurs, we will notify you if the changed work scope affects the geotechnical budget.

Location	Number of Borings	Proposed Depths*
Bridges	30	Refusal (assumed 20 feet or less)
Retaining Walls	5	Refusal (assumed 20 feet or less)
Box Culverts	8	Refusal (assumed 20 feet or less)
Roadway	52	Refusal (assumed 20 feet or less)

The overburden at the boring locations will be drive-sampled in general accordance with ASTM D 1586 "Penetration Test and Split-Barrel Sampling of Soils." We plan to explore the continuity and composition of refusal materials at each bridge boring because of the mature karst setting in the area. We have assumed 20 feet of rock will be cored in each of the borings. Coring is not planned at the other boring locations. The groundwater level will be measured in each boring upon completion, after which the boreholes will be backfilled with soil auger cuttings.

LABORATORY TESTING

At this time, we propose the following laboratory testing program:

- Moisture content up to 400 tests
- Atterberg limits/Grain Size up to 15 tests
- California Bearing Ratio up to 4 tests
- Standard Proctor Compaction up to 8 tests
- Unconfined Compressive Strength up to 8 tests
- Triaxial Compression up to 2 test
- Consolidation Test up to 4 tests

ANALYSIS AND REPORTING

The Soil and Geological Survey Report will be prepared in general accordance with the TDOT guidance document (Version 1.0,12/15/07). The report will include geotechnical plan and profile sheets, typical section(s), geotechnical note sheet(s) and soil sheet(s).

FEE ESTIMATE

Based on the scope of services described above, we recommend a budget of about \$170,687.49. A breakdown of our fee estimate is provided below:

▪ Drilling Services	\$93,425.00 ^{1, 2}
▪ Laboratory testing	\$ 9,450.00
▪ Engineering Services	\$63,726.99
▪ Other Expenses	\$ 4,085.50

¹ Assumes two mobilizations will be required

² Includes contingencies for site restoration (\$20,000), bulldozer services (\$7,500), and erosion and sediment control (\$2,000).

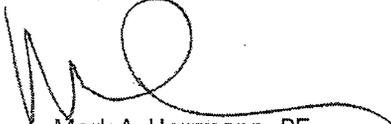
The amount of required site restoration will be dependent on actual field conditions, the time of year the work is performed and the requirements established by the property owners. We will invoice only for services provided in accordance with the attached cost estimate. In some cases, subcontracting these services may be required.

A detailed breakdown has been included on the attached TDOT Manhour Requirements and Cost Estimate Form.

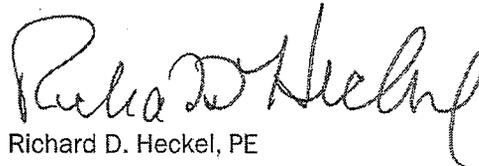
CLOSING

Once additional information becomes available, we would be glad to review our scope of work and make adjustments, as necessary. We appreciate this opportunity to be of service to you. If you have any questions, or require any additional information, please call.

Sincerely,
TTL, Inc.



Mark A. Herrmann, PE
Principal Engineer



Richard D. Heckel, PE
Principal Engineer

Attachment: TDOT Manhour Requirements and Cost Estimate
TDOT Correspondence



version 3.3

TENNESSEE DEPARTMENT OF TRANSPORTATION

**DIVISION OF MATERIALS AND TESTS
GEOTECHNICAL ENGINEERING SECTION**

GEOTECHNICAL SERVICES

MANHOUR REQUIREMENTS AND COST ESTIMATE

Version 3.3, 3/18/10

Rutherford County

Cherry Lane Extension Project

(from NW Broad Street to Sulphur Springs Road)

TTL, Inc.

Prepared By: Mark Herrmann

Date prepared: 11-20-12 (Revised)

Project No. Not Provided

Geotechnical Office No. Not Provided

Contract No, Work Order No. Not Provided

Mark Herrmann, PE
TTL, Inc.
5010 Linbar Drive, Suite 153
Nashville, TN 37211
615-331-7770
mherrmann@ttlusa.com

Section III
 Standard Cost Estimate For Soil And Geological Survey Report
1.00 Drilling Services

County: Rutherford County
 Route: Cherry Lane Extension Project
 Description: (from NW Broad Street to Sulphur Springs Road)
 Project No.: Not Provided
 Geotechnical Office No.: Not Provided
 Consultant: TTL, Inc.
 Prepared By: Mark Herrmann
 Date Prepared: 11-20-12
 Contract Number: Not Provided

For further explanation of Item No. and Description refer to attached "Pay Item Numbers and Methods of Measurement for Cost Estimates".

Item No.	Description	Estimated Quantities	Basis of Payment		Price	Amount
1.01	Mobilization	2	each	@	\$750.00	\$1,500.00
1.02	Project Mileage	500	mile	@	\$3.10	\$1,550.00
1.03	Drill Rig Moving \ Standby Time	4	hour	@	\$175.00	\$700.00
1.04	Soil Auger Drilling	0	vertical foot	@	\$8.00	\$0.00
1.05	Wash Boring	0	vertical foot	@	\$16.00	\$0.00
1.06	Soil Drilling and Split Barrel Type Sampling on Land	1,900	vertical foot	@	\$15.75	\$29,925.00
1.07	Tube Type Sampling on Land	20	each	@	\$57.50	\$1,150.00
1.08	Rock Coring	600	vertical foot	@	\$45.00	\$27,000.00
1.09	Borehole Grouting	0	vertical foot	@	\$6.00	\$0.00
1.10	Water Hauling	7	working day	@	\$300.00	\$2,100.00
1.11	Bulldozer	60	operating hour	@	\$125.00	\$7,500.00
1.12	Traffic Control	0	direct cost	@	\$0.00	\$0.00
1.13	Site Restoration	1	direct cost	@	\$20,000.00	\$20,000.00
1.14	Erosion and Sed. Control	1	direct cost	@	\$2,000.00	\$2,000.00
Total Estimated Drilling Costs						\$93,425.00

Section III
 Standard Cost Estimate for Soil and Geological Survey Report
2.00 Laboratory Services

County: Rutherford County
 Route: Cherry Lane Extension Project
 Description: (from NW Broad Street to Sulphur Springs Road)
 Project No.: Not Provided
 Geotechnical Office No.: Not Provided
 Consultant: TTL, Inc.
 Prepared By: Mark Herrmann
 Date Prepared: 11-20-12
 Contract Number: Not Provided

For further explanation of Item No. and Description refer to attached "Pay Item Numbers and Methods of Measurement for Cost Estimates".

Item No.	Description	Estimated Quantities	Basis of Payment		Rate	Amount
2.01	Atterberg Limits	15	each	@	\$65.00	\$975.00
2.02	Natural Moisture Content	400	each	@	\$6.00	\$2,400.00
2.03	Particle Size Analysis	15	each	@	\$75.00	\$1,125.00
2.04	AASHTO Classification	15	each	@	\$2.00	\$30.00
2.05	Proctor Density Test	6	each	@	\$125.00	\$750.00
2.06	California Bearing Ratio at optimum moisture content	4	each	@	\$205.00	\$820.00
2.07	pH		each	@	\$5.00	\$0.00
2.08	Soil Resistivity		each	@	\$0.00	\$0.00
2.31	Acid-Base		each	@	\$0.00	\$0.00
2.40	Sulfate Soundness		each	@	\$0.00	\$0.00
2.09	Consolidation Properties	4	consolidation properties	@	\$350.00	\$1,400.00
2.10	Triaxial Compression UU		strength properties	@	\$150.00	\$0.00
2.11	Triaxial Compression CU	2	strength properties	@	\$675.00	\$1,350.00
	Remolded CU		strength properties	@	\$875.00	\$0.00
2.12	Unconfined Compression	8	per test strength	@	\$75.00	\$600.00
2.63	CD Direct Shear		properties	@	\$500.00	\$0.00
Total Estimated Laboratory Services Cost:						\$9,450.00

Section III
Standard Cost Estimate for Soil and Geological Survey Report

3.00 Manpower Requirements

County: Rutherford County
Route: Cherry Lane Extension Project
Description: (from NW Broad Street to Sulphur Springs Road)
Project No.: Not Provided
Geotechnical Office No.: Not Provided
Consultant: TTL, Inc.
Prepared By: Mark Herrmann
Date Prepared: 11-20-12
Contract Number: Not Provided

See "Pay Item Numbers and Methods of Measurement for Cost Estimates" for further description of services required by state.

Item No.	ACTIVITY	PRINCIPAL	SENIOR ENGINEER	STAFF ENGINEER	GEOLOGIST	TRAINING ENGINEER	SUPERVISING DRILLER	STAFF CADD TECHNICIAN
		MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR
3.10	Project Planning and Coordination	1.0	6.0	20.0				
3.20	Field Activities		12.0	35.0		120.0		
3.30	Data Assimilation		8.0	20.0		35.0		
3.40	Engineering Analyses	6.0	12.0	12.0				
3.50	Report Preparation	4.0	40.0	42.0		20.0		
3.60	Drawing Preparation	4.0	10.0	20.0				140.0
3.70	Post-Report Conference and Review	1.0	2.0					
Total Estimated Hours		16.0	90.0	149.0		175.0		140.0
Hourly Rate		\$200.92	\$150.62	\$115.28	\$115.28	\$100.13	\$88.76	\$87.55
Subtotal of Estimated Man-hour Costs		\$3,214.72	\$13,555.80	\$17,176.72	\$0.00	\$17,522.75	\$0.00	\$12,257.00

Total Estimate of Man-hour Requirements:	\$63,726.99
-------------------------------------------------	--------------------

Section III
 Standard Cost Estimate for Soil and Geological Survey Report
3.00 Manpower Requirements, Hourly Rate Breakdown

County: Rutherford County
 Route: Cherry Lane Extension Project
 Description: (from NW Broad Street to Sulphur Springs Road)
 Project No.: Not Provided
 Geotechnical Office No.: Not Provided
 Consultant: TTL, Inc.
 Prepared By: Mark Herrmann
 Date Prepared: 11-20-12
 Contract Number: Not Provided

Hourly Rate Breakdown		PRINCIPAL	SENIOR ENGINEER	STAFF ENGINEER	GEOLOGIST	TRAINING ENGINEER	SUPERVISING DRILLER	STAFF CADD TECHNICIAN	STAFF TECHNICIAN
		MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR
	Direct Pay Rate	\$54.92	\$41.17	\$31.51	\$31.51	\$27.37	\$24.26	\$23.93	\$17.21
	Maximum Overhead Rate (no more than 1.45 for 100% State Funds)	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
	Profit Multiplier	2.35	2.35	2.35	2.35	2.35	2.35	2.35	2.35
	Profit Rate * (supplied in decimals)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
	* use the same rate as with the design contract for the project.								
	Hourly Rate	\$200.92	\$150.62	\$115.28	\$115.28	\$100.13	\$88.76	\$87.55	\$62.96

Section III
Standard Cost Estimate for Soil and Geological Survey Report
SUMMARY OF COST ESTIMATES

County: Rutherford Conty
Route: Cherry Lane Extension Project
Description: NW Broad Street to Sulphur Springs Road
Project No.: Not Provided
Geotechnical Office No.: Not Provided
Consultant: TTL, Inc.
Prepared By: Mark Herrmann
Date Prepared: 11/20/2012

1.00 Drilling Services	\$93,425.00
2.00 Laboratory Services	\$9,450.00
3.00 Manpower Requirements	\$63,726.99
4.00 Other Expenses	\$4,085.50
Total Not-to-Exceed Costs	\$170,687.49



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

August 8, 2012

TTL
PO Drawer 1128
Tuscaloosa, Alabama 35403
Attn Melanie A Carroll, Account Manager

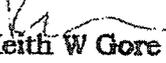
Dear Ms. Carroll:

Tennessee Department of Transportation (TDOT) External Audit received your overhead rate schedule, audited by Jones Kirkpatrick PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the ALDOT's Cognizant letter, TDOT concurs with the scheduled Overhead rates Home 240.30% (238.82% Home + 1.48% FCCM) and a Field rate 191.90% (190.42% Field + 1.48% FCCM).

This is not a cognizant letter

However after the adjustment per TDOT Procurement Policy 301.1, the Home Office Overhead rate submitted, exceeds the legislated ceiling for the indirect cost rate for jobs fully (100%) funded by the State of Tennessee. Therefore the Home Rate to be used on these contracts is 145.00% and the Field rate is 145.00%.

Very Truly Yours

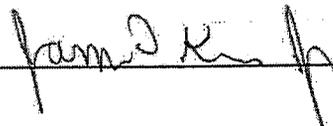

Keith W Gore
TDOT External Audit
J K Polk Bldg. Ste 800
505 Deaderick Street
Nashville, Tennessee 37243

ATTACHMENT B

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/ AGREEMENT PERFORMANCE

SUBJECT CONTRACT/ AGREEMENT NUMBER:	City of Murfreesboro Cherry Lane Extension Design Services
ENGINEER/ CONTRACTOR LEGAL ENTITY NAME:	Wiser Company, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <small>(or Social Security Number)</small>	62-1637952

The Engineer/ Contractor, identified above, does hereby attest, certify, warrant, and assure that the Engineer/Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract/ Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Contract/ Agreement.

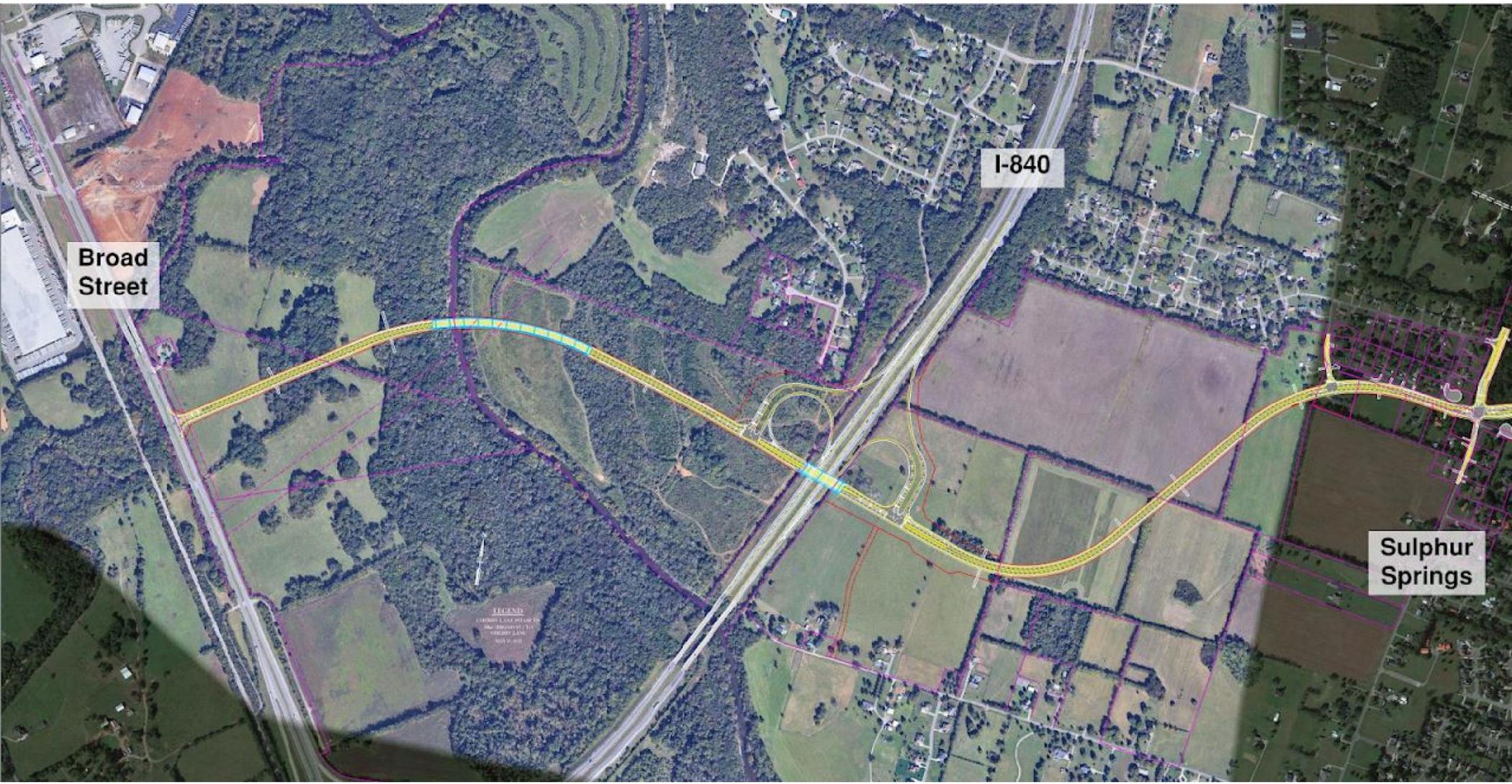
SIGNATURE: 

DATE: 3-28-2013

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Engineer/ Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Engineer/ Contractor.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors."





Broad Street

I-840

Sulphur Springs

LEGEND
PROPERTY LINES
ROAD RIGHTS OF WAY
ROAD CENTER LINES
DATE: 10/10/10

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Golf Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment to the Golf Commission.

Background Information

The Golf Commission supervises the operation of the Old Fort Golf Course and any other golfing facility operated by the City. It consists of 7 members, one of whom is a Council Member, who are appointed for 3-year terms.

Council Priorities Served

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

Attachments

Memo from Mayor McFarland.



. . . creating a better quality of life.

February 2, 2023

Members of City Council

RE: Recommended Reappointment – Murfreesboro Golf Commission

Reappointment

In 2020 the City Council I recommended the reappointment of John Blankenship, Larry Wilkerson, and Allen Richardson for the Murfreesboro Golf Commission. The terms expire in January of 2023.

Don turner should have been the member recommended for reappointment at that time rather than Larry Wilkerson whose term expires on January 31, 2025.

The record should reflect that Don Turner and Allen Richardson have terms expiring on January 31, 2026. John Blankenship did not wish to be reappointed; therefore, we will have a vacancy until his spot is filled.

Sincerely,

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

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 03/02/2023

Item Title: Tennis Commission

Department: Mayor

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointments to the Tennis Commission.

Background Information

The Commission is to serve as an advisory body to City Council, the City Manager, and other City staff with respect to the management, operation, and maintenance of, as well as the programming and events conducted at, the Adams Tennis Complex. The Commission shall consist of seven voting members to be appointed by the Mayor with approval of the City Council. Two ex-officio members, one member of City Council and one Parks and Recreation Commission.

The chair shall be selected by the Mayor and approved by City Council from among the Commission's voting members. As established by Ordinance 22-O-10, the members appointed for three-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

March 2, 2023

Members of City Council

RE: Recommended Appointments – Tennis Committee

As an item for the City Council agenda, I am recommending the following appointments to the newly created Tennis Commission.

- Mr. Rick LaLance
- Ms. Mary Elam Polk
- Ms. Hollie Baker
- Mr. Dee Jernigan
- Mr. Newton Malloy
- Mr. Robert White
- Mr. Chris Massaro
- Dr. Gloria Bonner, Ex-officio Park & Recreation Commission
- Mr. Shawn Wright, Ex-officio City Council

Sincerely,

Shane McFarland
Mayor

No items.

