MURFREESBORO CITY COUNCIL
AGENDA

January 7, 2016

7:00 p.m.

City Council Chambers

PRAYER
MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Senior Center Commission:
   a. Amendment No. 1 to Options Contract 2016-02.
   b. CharityTracker - Memorandum of Understanding (MOU) United Way of Rutherford & Cannon Counties Network.
   c. Alzheimer's Association Agreement.
   B. Consider recommendations of Transportation Director: Purchase of vehicle for Transportation Department.
   C. City Recorder/Finance Director: Acknowledgment of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.
   D. Consider recommendations of the Communications Director: Purchase of equipment, installation, integration, commissioning, training, and support services for a high definition television system through use of Competitive Sealed Proposal Method of Procurement.
   E. Consider recommendations of the Community Development Director: Housing Rehabilitation Change Order No. 2 to Contract for 510 S. Highland Avenue.
   F. Consider recommendations of the Parks & Recreation Commission:
   a. Replacement of fence at Patterson Park.
   b. Change Order No. 3 for Barfield Crescent Park improvements.
   G. Consider recommendations of the City Engineer: Proposal for preliminary Civil Engineering Services (Jones Boulevard).
   H. Consider recommendations of the Fire & Rescue Chief: Firefighters Grant Application.
   I. Consider recommendations of the Water & Sewer Board:
   a. Automated Refrigerated Samplers.
   b. Miscellaneous Allowance & Change Order No. 1 for NW Broad Street Pump Station Replacements.
   c. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
   d. Uniform Renewal.
   e. Standby Power Generator Install Project at Auxiliary Raw Water Intake.
   f. Pump Station No. 28 (VA Station) Pump Replacements, John Bouchard & Sons Task Order 15-07.
   g. Water Meter Right-Sizing as part of AMI Project.
   J. Consider recommendations of City Attorney: Acquisition of 204 West Vine Street.
   K. Request to hang banner across East Main Street: St. Rose of Lima School "Feast 5K & Fun Run": September 19-27, 2016.

Minutes

2. A. November 19, 2015 - Regular Meeting.
   B. December 3, 2015 - Special Meeting.
   C. December 3, 2015 - Regular Meeting.
   D. December 10, 2015 - Regular Meeting.

Third Readings

3. Consider for passage on third and final reading ORDINANCE 15-O-57 amending Murfreesboro City Code Chapter 25¼-Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803].

Second Readings

4. Consider for passage on second reading ORDINANCE 15-OZ-63 to zone approximately 12.6 acres located along Osborne Lane as Residential Single-Family Twelve (RS-12) District.

5. Consider for passage on second reading ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment).

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(Continued)

New Business

6. Pursuant to RESOLUTION 15-R-PH-65 adopted by the City Council on November 19, 2015, conduct three separate public hearings to consider (1) adoption of a Plan of Services, (2) annexation and (3) zoning for approximately 70.1 acres located along Blackman Road [2015-508 & 2015-427]. Notice of said public hearings were published in the December 21, 2015 issue of a local newspaper.
   A. Conduct a Public Hearing on Plan of Services for and annexation of approximately 70.1 acres along Blackman Road.
   B. Consider for adoption RESOLUTION 15-R-PS-65 to adopt a Plan of Services for approximately 70.1 acres located along Blackman Road, simultaneous with annexation; Benjamin Sikes & Thomas Meadow, applicants [2015-508].
   C. Consider for adoption RESOLUTION 15-R-A-65 to annex approximately 70.1 acres located along Blackman Road, simultaneous with the effective date of zoning; Benjamin Sikes & Thomas Meadow, applicants [2015-508].
   D. Conduct a Public hearing on zoning of approximately 53 acres located along Blackman Road to be zoned Highway Commercial (CH) District (approximately 42.8 acres) and Commercial Fringe (CF) District (approximately 10.4 acres), simultaneous with annexation; Benjamin Sikes & Thomas Meadow, applicants [2015-427].
   E. Consider for passage on first reading ORDINANCE 15-OZ-65 to zone an area located along Blackman Road to Highway Commercial (CH) District and Commercial Fringe (CF) District; Benjamin Sikes & Thomas Meadow, applicants [2015-427].

7. Pursuant to RESOLUTION 15-R-PH-69 adopted by the City Council on December 10, 2015, conduct a public hearing to consider rezoning approximately 3.9 acres located along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper.
   A. Conduct a Public hearing to consider rezoning an area located along Otter Trail to Residential Multi-Family Sixteen (RM-16) District and Residential Zero Lot Line (RZ) District; Swanson Development, applicant [2015-428].
   B. Consider for passage on first reading ORDINANCE 15-OZ-69 to rezone approximately 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428].

8. Pursuant to RESOLUTION 15-R-PH-66 adopted by the City Council on November 19, 2015, conduct public hearings to consider (1) adoption of a Plan of Services and (2) annexation for approximately 5.96 acres located along Foxfire Court [2015-507]. Notice of said public hearings were published in the December 21, 2015 issue of a local newspaper.
   A. Conduct a Public Hearing on Plan of Services for and annexation of approximately 5.96 acres located along Foxfire Court; Linda Smith, applicant.
   B. Consider for adoption RESOLUTION 15-R-PS-66 to adopt a Plan of Services for approximately 5.96 acres located along Foxfire Court, simultaneous with annexation; Linda Smith, applicant [2015-507].
   C. Consider for adoption RESOLUTION 15-R-A-66 to annex approximately 5.96 acres located along Foxfire Court, simultaneous with the effective date of zoning; Linda Smith, applicant [2015-507].

9. Pursuant to RESOLUTION 15-R-PH-68 adopted by the City Council on December 10, 2015, conduct a public hearing to consider a proposed amendment to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper.
   A. Conduct a Public hearing to consider amending approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].
   B. Consider for passage on first reading ORDINANCE 15-OZ-68 to amend the conditions applicable to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].

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(Continued)

10. Pursuant to RESOLUTION 15-R-PH-70 adopted by the City Council on December 10, 2015, conduct a public hearing to consider an amendment to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD) as indicated on the attached map; Green Trails, LLC, applicant [2015-430]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper.
    A. Conduct a Public hearing to consider an amendment to the Three Rivers PRD to rezone approximately 22.5 acres located east of Cason Lane; Green Trails, LLC, applicant [2015-430].
    B. Consider for passage on first reading ORDINANCE 15-OZ-70 to amend the conditions applicable to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD) as indicated on the attached map; Green Trails, LLC, applicant.

11. A. Hear from the City Schools Finance & Administrative Services Director: Proposed 2015-2016 Budget Amendments.
    B. Consider for adoption RESOLUTION 16-R-01 amending 2015-2016 budgets for the Murfreesboro City Schools (1st amendment).

12. Consider recommendations of the Parks & Recreation Director: Amendment to Contract with MTSU and MTSU Foundation for usage of the Adams Tennis Complex.

13. Consider recommendations of the City Manager: Proposed acquisition of 1 East College Street from Franklin Synergy Bank.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn

St. Clair Street Senior Center
Living Every Adventure Fully

December 17, 2015

Honorable Mayor and Members of City Council

RE: Item I. Amendment #1 to Options Contract 2016-02
Item II. Charity Tracker – Memorandum of Understanding United Way of Rutherford & Cannon Counties' Network
Item III. Alzheimer's Association Agreement

As items for the **CONSENT AGENDA**, it is recommended that the Amendment #1, Charity Tracker and Alzheimer's Association Agreement.

Item I. – Amendment #1 to Options Contract 2016-02

Background
The purpose of this amendment is to provide additional funding for the Senior Centers' Adult Day Services Program by the Greater Nashville Regional Council.

Fiscal Impact
The amendment specifies the terms and conditions of both parties to increase the amount of funding from SEVEN THOUSAND DOLLARS ($7,000.00) to TWENTY THOUSAND DOLLARS ($20,000.00).

Concurrences
This amendment was approved as to form by our Legal Department. The Senior Center Commission approved this amendment at its regular meeting on November 23, 2015.

Recommendation
It is the recommendation of the Senior Center Commission to approve the amendment and authorize the mayor to sign on behalf of the City of Murfreesboro.

St. Clair Street Senior Center
325 St. Clair Street, Murfreesboro, Tennessee 37130-2848
Phone 615-848-2550 * Fax 615-904-6511 * www.murfreesborotn.gov

Attachment
Amendment #1 to Options Contract 2016-02

Item II. – Charity Tracker – Memorandum of Understanding United Way of Rutherford & Cannon Counties' Network

Background
The purpose of this MOU is to allow the Senior Center, as a United Way Partner, to use Charity Tracker to communicate the needs of participants with other agency services as well as the services provided by the Senior Center.

Fiscal Impact
There is no fiscal impact for using Charity Tracker. The program is provided free of charge through United Way of Rutherford and Cannon Counties.

Concurrences
The MOU has been approved as to form by our Legal Department. The Senior Center Commission approved this MOU at its regular meeting on November 23, 2015.

Recommendation
It is the recommendation of the Senior Center Commission to approve the amendment and authorize the Mayor to sign on behalf of the City of Murfreesboro.

Attachment
Memorandum of Understanding United Way of Rutherford & Cannon Counties' Network Charity Tracker™ Terms of Service

Item III. – Alzheimer's Association Agreement

Background
The purpose of this agreement is to provide funding for the Senior Center in supporting activities and functions which relate to Alzheimer's caregiver issues and/or the Association as agreed upon by both parties.

Fiscal Impact
The agreement specifies the terms and conditions of both parties in order for the Senior Center to receive funding from Alzheimer's Association in the amount of FIVE THOUSAND DOLLARS ($5,000.00).

Concurrences
The agreement has been approved as to form by our Legal Department. Our Senior Center Commission approved this agreement at its monthly meeting on November 23, 2015.

Recommendation
It is the recommendation of the Senior Center Commission to approve this agreement and authorize the City Manager to sign on behalf of the City of Murfreesboro.

Attachment
Alzheimer's Association Agreement

Respectfully submitted,

Connie C. Rigsby
Senior Center Director

AMENDMENT #1 TO OPTIONS CONTRACT 2016-02
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO

WHEREAS, Greater Nashville Regional Council and City of Murfreesboro entered into a contractual agreement effective July 1, 2015 for services to be provided with Older Americans Act funds and State Appropriations; and

WHEREAS, Part D, Section 2, of the July 1, 2015 contract allows amendments to said contract; and

WHEREAS, the said parties desire to amend said contract in the manner described below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions, and promises, and other good and valuable considerations set forth herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section C.1. Page 1, is amended by deleting the original C.1. and substituting the following as the new C.1:

C.1. Maximum Liability. In no event shall the maximum liability of the Council under this Contract exceed TWENTY THOUSAND DOLLARS ($20,000.00). Payment for services rendered shall not exceed the per hour rates in Section C.3 and shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Council. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Council requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The Council is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract. This Contract does not grant the Contractor any exclusive rights.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by officials thereunto duly authorized.

CITY OF MURFREESBORO	**GREATER NASHVILLE REGIONAL COUNCIL**
BY: _____	**BY:** _____
Signature	**Signature**
Shane McFarland, Mayor	Randall Hutto, President
Name and Title	**Name and Title**
_____	_____
Date	**Date**

Approved as to form:
Kelly Blevins Bates,
Assistant City Attorney

CharityTracker

LIVE UNITED

United Way

United Way
of Rutherford &
Cannon Counties

CHARITY TRACKER- MEMORANDUM OF UNDERSTANDING (MOU) UNITED WAY OF RUTHERFORD & CANNON COUNTIES' NETWORK

This agreement is between _____ (Participating Agency) and the United Way of Rutherford & Cannon Counties Assistance Network of Rutherford & Cannon Counties, TN. _____(Participating Agency) agrees to use CharityTracker on an ongoing basis for the purpose of any of the following: communication, resource sharing, client case management, and has read, understands, and agrees to the CharityTracker **Terms of Service.**

X _____	_____
Participating Agency Representative (PRINT NAME)	UWRCC Representative (PRINT NAME)
X _____	_____
Participating Agency Representative (SIGNATURE)	UWRCC Representative (SIGNATURE)
X _____	
Email Address to be associated with Account	
Date: _____	Date: _____

SIMON SOLUTIONS

CharityTracker™ Terms of Service for City of Murfreesboro and Saint Clair Street Senior Center

Version Date — 12/3/2015 — View Previous Version

CharityTracker ("Service") is a service of Simon Solutions, Inc. ("Simon Solutions") and you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Account Terms

1. You must be a human. Accounts registered by bots or other automated methods are not permitted.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up process.
3. Your account may only be used by your organization – a single CharityTracker account shared by multiple organizations is not permitted.
4. You are responsible for maintaining the security of your account and password. Simon Solutions cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
5. You are responsible for all content posted and activity that occurs under your account.
6. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

While Simon Solutions prohibits such conduct and content on the Service, you understand and agree that Simon Solutions cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials.

Payment, Refunds, Upgrading and Downgrading Terms

1. The Service is billed in advance on a monthly, quarterly, or annual basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
2. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
3. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.

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Cancellation and Termination

1. You are solely responsible for properly canceling your account. You can cancel your account at any time by contacting Simon Solutions via support@charitytracker.com or 1.888.764.0633.
2. All of your content will be deleted from the Service upon cancellation, except that upon written request we will provide a raw SQL export available to you within 30 days following cancellation.
3. If you cancel the Service before the end of your current paid up month or year, your cancellation will take effect immediately and you will not be charged again.
4. Simon Solutions reserves the right to immediately suspend the Services when any of these Terms of Service are violated or suspected to be violated. Upon receipt of satisfactory assurances that such violations did not occur, or that such violations have been fully corrected or eliminated, Simon Solutions in its sole discretion may resume the Services. Termination of the Service will result in the deactivation or deletion of your account or your access to your account.

Modifications to the Service and Prices

1. Simon Solutions reserves the right at any time to modify, without a material degradation of, the Service with or without notice.
2. Prices of all Services, including but not limited to monthly and annual subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the CharityTracker Site (CharityTracker.net) or the Service itself.
3. Simon Solutions shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile information and other materials you upload remain your property.
2. Simon Solutions claims copyright ownership of the look and feel of the Service ©2012 Simon Solutions, Inc., and reserves all rights therein. You may not duplicate, copy, or reuse any portion of the HTML, Adobe Flash or visual design elements without express written permission from Simon Solutions.

SIMON SOLUTIONS

General Conditions

1 The service is provided on an as is and as available basis. You may have other rights under federal or state consumer protection laws, which are not affected by this disclaimer.

2 Technical support is provided via CharityTracker.net or the [help] button inside the CharityTracker system.

3 You understand that Simon Solutions uses third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service.

4 You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Simon Solutions, or any other Simon Solutions service.

5 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the expressed written permission by Simon Solutions.

6 We may, in our exercise of reasonable and good faith discretion, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

7 Verbal, physical, written or other abuse (Including threats of abuse or retribution) of any Simon Solutions customer, employee, member, or officer will result in immediate account termination.

8 You must not transmit any worms or viruses or any code of a destructive nature.

9 Simon Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations. SIMON SOLUTIONS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10 You expressly understand and agree that Simon Solutions shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Simon Solutions has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v)

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termination of your account; or (vi) any other matter relating to the Service. Simon Solutions' liability for direct damages is limited to the amounts paid to it under these Terms of Service in the prior 12 months to the claim.

11 The failure of Simon Solutions to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Simon Solutions and governs your use of the Service, superseding any prior agreements between you and Simon Solutions (Including, but not limited to, any prior versions of the Terms of Service).

12 Questions about the Terms of Service should be sent via e-mail.

CharityTracker Assistance Network

Shared Case Management Software - CharityTracker

If you are an Agency joining/creating a CharityTracker ™ Assistance Network

Agency access to the CharityTracker Assistance Network hereinafter, referred to as CharityTracker, is subject to certain guidelines regarding its use. CharityTracker contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by all who access it.

I. Introduction

1 CharityTracker is a shared database that allows authorized personnel at Member Agencies to share information on common clients. Goals of the CharityTracker are to: expedite client intake procedures, improve referral accuracy, increase case management and administrative tools, and create a tool to follow service utilization patterns of families and individuals either currently experiencing or about to experience homelessness or other personal crisis. All goals integrate in an ongoing collaborative effort to assist families.

2 The Network Administrator is the designated administering agent for CharityTracker. Simon Solutions will host the central server that maintains CharityTracker information and will limit access of the database to participating Member Agencies. Simon Solutions will take reasonable measures, consistent with industry standard administrative, technical and physical safeguards, to protect CharityTracker data from accidental or intentional unauthorized use, modification, disclosure, and/or destruction. This will be accomplished by utilizing a variety of methods to safeguard the data.

3 Ultimately, when data entry is correct and consistent by all involved parties, CharityTracker shall benefit multiple stakeholders, including the community

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and Member Agencies, through a more effective and efficient service delivery system.

II. Confidentiality

1 Each participating Member Agency will uphold relevant Federal and State confidentiality regulations/laws that protect client records and will release confidential client records only with authorized, written consent by the client or the client's legal guardian, unless otherwise provided for by regulations or laws. A client is defined as anyone who receives services from a participating Member Agency and a legal guardian is defined as any individual legally in charge of the affairs of a minor or of a person deemed incompetent.

2 Each Member Agency will abide specifically by Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. Member Agencies shall recognize that Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

3 Each Member Agency will abide specifically by State Law, which in general terms, requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The agency is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and HIV/AIDS.

4 Each Member Agency will abide specifically by their state's Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.

5 Each Member Agency will provide a verbal explanation of CharityTracker and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form(s).

6 No Member Agency will solicit or input information from clients into CharityTracker unless the information is essential to provide services or conduct evaluations or research for the original purpose(s) intended by the system.

7 No Member Agency will divulge any confidential information received from CharityTracker to any organization or individual without proper written

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consent by the client unless otherwise permitted by relevant regulations or laws.

8 Each Member Agency shall ensure that all persons within that particular agency who are issued an User ID and Password to CharityTracker abide by these Terms of Service, including the confidentiality and security rules and regulations. The Agency will not provide any individual access to CharityTracker without that individual completing sufficient training on CharityTracker operational procedures. This training will include information on how the use of CharityTracker as well as basic steps to ensure confidentiality, security and integrity of the data contained within. The agency will be responsible for managing its own requirements and insuring that individual employees comply with CharityTracker practices and procedures regarding confidentiality, security and integrity of the system, including responsibility for completion of employees consent form stating their understanding of and adherence to CharityTracker practices.

9 Each Member Agency understands that the file server which will contain all client information, including encrypted identifying information will be hosted in a secure location with controlled access by Simon Solutions whose address is: Simon Solutions, 451 Lane Drive, Florence, AL 35630.

10 Each Member Agency agrees to maintain appropriate documentation of client Release of Information (ROI) or legal guardian-provided consent forms granting them permission to input information into CharityTracker.

11 Each Member Agency understands that a Release of Information is required before any basic identifying client information may be entered into CharityTracker for the purposes of interagency information sharing.

12 The completed Release of Information authorizes basic identifying client data, as well as non-confidential service transaction information to be entered into CharityTracker. This authorization form permits basic client identifying information to be shared among all CharityTracker participating Member Agencies. It also allows non-confidential service transactions to be shared with select CharityTracker Member Agencies, based on relevance and need of the agency providing the service.

13 If a client refuses to release their assistance data via CharityTracker, only the client's public identifying information shall be entered into CharityTracker (i.e. Name, Address and Phone Number). The client record can be made private and only accessible to the Member Agency that enters the data, precluding the ability to share identifying information. When a client record is marked private, identifying information is rendered anonymous to other agencies in the network, and network-wide reports will only include the anonymous assistance totals for cases marked private. If the client refuses this option to allow the Member Agency to enter identifying information that will not be shared, CharityTracker will NOT be used as a resource for that individual client and his/her dependents.

14 Each Member Agency will incorporate a clause into existing Agency Authorizations for Release of Information form(s) if the Agency intends to

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input and share confidential client data with CharityTracker, to the effect that such release of information is authorized (the "CharityTracker Clause"). An agency's modified Authorization for Release of Information form(s) will be used when offering a client the opportunity to share with CharityTracker information beyond basic identifying data and non-confidential service information. Each Agency will communicate to the client any information beyond basic identifying data and non-confidential services that will be shared if client consent is given. Each Agency will communicate to the client that, while the Agency can restrict the information to be shared with selected agencies, other agencies will have access to the information and are expected to use the information professionally and to adhere to these Terms of Service. Agencies with whom the information is shared are responsible for obtaining appropriate consent before allowing further sharing of client records. Simon Solutions may conduct periodic audits to enforce informed consent standards but primary oversight of this function is between agencies.

15 The Agency agrees to place all Release of Information form(s) related to CharityTracker in a file to be located at the Agency's physical address and that such forms be made available for periodic audits. Each Agency will retain these Release of Information form(s) for a period of three years from their expiration dates, after which time the form(s) will be destroyed in a manner that ensures client confidentiality is not compromised.

16 The Agency understands that in order to update, edit, or print a client's record, it must have on file a current authorization from the client as evidenced by a completed Release of Information form pertaining to basic identifying data, and/or a modified Agency form with a CharityTracker clause pertaining to confidential information.

17 The Agency understands that the Network Administrator DOES NOT REQUIRE OR IMPLY that the services provided by the agency be contingent upon a client's participation in CharityTracker.

18 The Agency and the Network Administrator understand that the Network Administrator and/or the administrating agency is the administrator and owner of the data input into CharityTracker, and not Simon Solutions.

19 In the event that CharityTracker ceases to exist, Member Agencies will be notified and provided reasonable time to access and save data on those clients served by the agency, as well as statistical and frequency data from the entire system. Once this task has been accomplished, the information collected by the centralized server will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.

20 In the event the Network Administrator ceases to exist, the custodianship and ownership of the data will be transferred to another nonprofit for administration and all CharityTracker Member Agencies will be informed in a timely manner.

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III. Data Entry and Regular Use

1 User identification and password shall NOT be shared among users.

2 If an Agency has access to a client's basic identifying information, non-confidential service transactions, confidential information and service records, it will be generally understood that a client gave consent for such access. However, before an agency can update, edit, or print such information, it must have informed client consent, evidenced by a current Release of Information form in writing pertaining to basic identifying data and/or an Agency-modified form with a CharityTracker clause pertaining to confidential information.

3 If a client has previously given permission to multiple agencies for access to his/her information (beyond basic identifying information and non-confidential service transactions) and then chooses to rescind that access, the agency to whom the request is made will then close the entire record. Written authorization from client must accompany the request.

4 In the event that a client wishes to rescind consent to participate in CharityTracker completely, the agency to whom the desire is expressed will help the client complete the necessary paperwork, which will then be sent to the System Administrator to render the client record inactive. Only the Network Administrator or designee can render a client record inactive.

5 The Agency will enter in CharityTracker only individuals that exist as clients of that Agency and under the Agency's jurisdiction.

6 The Agency will not misrepresent its client base in CharityTracker by deliberately entering inaccurate information. An agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency.

7 The Agency understands that if a current Release of Information form is on file, it can update, edit, and print a client's basic identifying information.

8 The Agency understands that, pursuant to Section II, Section 15, a modified agency Authorization to Release Information form with the added CharityTracker Clause permits it to share confidential client information with select Member Agencies.

9 Discriminatory comments based on race, color, religion, creed, national origin, physical/mental impairment, socio-economic status, marital status, age, gender, and sexual orientation shall NOT be permitted in CharityTracker.

10 Offensive language and profanity shall NOT be permitted in CharityTracker.

11 The Agency will utilize CharityTracker for business purposes only.

12 The Agency understands the Network Administrator will provide initial training and periodic training updates to assigned Agency Staff on the use of CharityTracker. This information is then to be relayed to other CharityTracker Staff within each Member Agency.

13 The Agency understands that the CharityTracker.net website, forum, and help pages are available for technical support.

14 The Agency will be responsible for maintaining updated virus protection

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software on their computers that access CharityTracker.

15 Transmission of material in violation of any United States Federal or State regulation is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

16 The Agency will not use CharityTracker with the intent to defraud the Federal, State, or Local government, or an individual entity, or to conduct any illegal activity.

17 The Agency recognizes that the Network Administrator will be the discussion centers regarding CharityTracker, including project updates, procedural changes in policy and practice guidelines, data analysis, and software/hardware upgrades. Each Agency will designate an assigned CharityTracker Staff member to regularly attend CharityTracker meetings and understands that Network Administrator will continue to be responsible for CharityTracker activities.

IV. Reports

1 The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

2 Reports containing information beyond basic identifying data and non-confidential services on individuals are limited to statistical and frequency reports, which do not disclose identifying information.

3 The Agency understands that before non-identifying system wide aggregate information collected by CharityTracker is disseminated to non-CharityTracker Member Agencies, including funders, it shall be endorsed by the Network Administrator as the administrator of the system.

V. Proprietary Rights and Database Integrity

1 The Agency will not give or share assigned user identification and passwords to access CharityTracker with any other organization, governmental entity, business, or individual.

2 The Agency will not cause corruption of the data contained in CharityTracker in any manner. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by Network Administrator or any computer system or network accessed by Network Administrator will result in immediate suspension of services. SIMON SOLUTIONS AND/OR NETWORK ADMINISTRATOR WILL PURSUE ALL APPROPRIATE LEGAL ACTION.

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SIMON SOLUTIONS

VI. Indemnity and Hold Harmless*

1 The Agency, at all times, will indemnify and hold the Network Administrator harmless, to the extent permitted by applicable law, from any damages, liabilities, claims, instances of breach, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in CharityTracker; or arising from any acts, or omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agencies failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. The Agency will also indemnify and hold the Network Administrator harmless, to the extent permitted by applicable law, for damages resulting from the Agency's negligence, or errors or omissions, as well as natural disasters or acts of God. The Network Administrator shall not be liable to the Agency for damages, losses, instances of breach, or injury to the Agency or another party unless such is the result of gross negligence or willful misconduct of Network Administrator.

VII. Terms and Conditions

1 The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.

2 Neither party shall transfer or assign any rights or obligations without the written consent of the other party, except that without consent of the other party either party may assign these Terms of Service in the event of a sale of substantially all the assets of a party, whether by merger or otherwise.

3 This agreement shall remain in force until revoked in writing by either party upon at least 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breeches of this agreement. Should such situations arise, Network Administrator may immediately suspend access to CharityTracker until the allegations are resolved in order to protect the integrity of the system.

4 This agreement may only be modified or amended by written agreement executed by both parties upon at least 30 days advance written notice.

5 Use of CharityTracker constitutes acceptance of these Terms and Conditions.

*Does not apply to State Department of Human Resources Agencies.

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SIMON
SOLUTIONS

END USER (AGENT) AGREEMENT

Employees, volunteers, staff and any persons with access to the CharityTracker are subject to certain guidelines regarding its use. CharityTracker contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by all who access it.

Guidelines for use of CharityTracker include; but are not limited to the following:

1. User IDs and passwords must be kept secure and confidential and shall not be shared.
2. Current, case or legal guardian consent, as documented by a Release of Information (ROI), is required before entering, updating, editing, printing, or disclosing basic, identifying and non-confidential service transactions/information with other CharityTracker Assistance Network and/or their employees, volunteers and/or staff.
3. Only general, non-confidential information is to be entered in the notes/comments section of the case profile in CharityTracker; provided, however, such information can still be marked as private within CharityTracker. Confidential information, including, but not limited to, TB diagnosis, domestic violence and mental/physical health information etc., shall not be entered in this software.
4. Confidential information obtained via CharityTracker is to remain confidential, even if the end user's relationship with his/her organization changes or concludes for any reason.
5. The agency/organization end user is allowed to enter or modify data ONLY for clients being served by that agency/organization.
6. Misrepresentation of the client through the deliberate entry of inaccurate information is prohibited.
7. Discriminatory comments based on race, color, religion, creed, national origin, ancestry, handicap, socioeconomic status, marital status, age, gender, and/or sexual orientation are NOT permitted in CharityTracker. Profanity and offensive language is NOT permitted in CharityTracker. Simon Solutions reserves the right to suspend an account when any terms of this agreement are violated or suspected to be violated. Upon receipt of satisfactory assurances that such violations did not occur, or that such violations have been fully corrected or eliminated, Simon Solutions in its sole discretion may resume the account.
8. CharityTracker is to be used for business purposes only. Transmission of material in violation of any United States Federal or State laws is prohibited, including material that is copyrighted, legally judged to be threatening or obscene, and/or considered protected by trade secret. CharityTracker shall NOT be used to defraud the Federal, State, Local or City government nor any individual entity nor to conduct any illegal activity.

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9 Any unauthorized access or unauthorized modification to computer system information/ CharityTracker database or interference with normal system operations will result in immediate suspension of your access to CharityTracker and may result in legal action by Simon Solutions, Inc., and/or the CharityTracker community network administrator.

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AGREEMENT BETWEEN
ALZHEIMER'S ASSOCIATION, MID SOUTH CHAPTER
AND
THE CITY OF MURFREESBORO

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the Alzheimer's Association, Mid South Chapter, hereinafter referred to as "Association", and the City of Murfreesboro on behalf of the St. Clair Street Senior Center, hereinafter referred to as "Center".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions and set out herein:

I. The Association agrees to provide yearly funding to the St. Clair Street Senior Center in the amount of $5000.00 with the goal of supporting Center activities and functions which relate to the Alzheimer's caregiver issues and/or the Association as agreed upon by the parties. This funding would be allocated and spent at the discretion of the Center, and the Alzheimer's-related events or functions for which the funds may be used include, but are not limited to:

a. Alzheimer's, dementia, and/or Association related materials to be used and made available in the Caregiver Resource Center;
b. Designated workshops and "Lunch and Learn" meetings in which dementia, Help-Line, or other Alzheimer's caregiver related issues are a topic;
c. Conferences or other special meetings planned and held at the Center in which Alzheimer's caregiver issues are a topic, as agreed upon by the parties from time to time throughout the course of this Agreement.

II. The Center agrees to accept and use the funding in a fiscally conservative manner and with the goal of using such funding to support center activities and functions which relate to Alzheimer's caregiver issues and/or the Association, including, at a minimum:

a. Make available in the Caregiver Resource Center materials related to Alzheimer's disease, dementia, the Association, the HelpLine, and/or other Alzheimer's caregiver related issues;
b. Plan and hold two (2) conference at which Alzheimer's caregiver issues and/or the Association are topics of focus
c. Plan and hold four (4) "Lunch and Learn" meetings at which Alzheimer's caregiver issues and/or the Association are topics of focus;
d. Provide Center representation and promotion of the Walk to End Alzheimer's activity, as determined by the Director of the Center.

III. The parties further agree that the following shall be essential terms and conditions of this agreement:

a. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, The Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not

discriminate against any individual including, but not limited to, employees or applications for employment, and/or patron because of race, religion, creed, color, sex, age, handicap, veteran status, sexual orientation, or national origin.

b. Nothing in this Agreement shall be construed as creating an obligation to indemnify the other party.

c. Any and all claims against the Center for injury damages, expenses, or attorney's fees shall be determined in accordance with the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, §29-20-101 et. Seq.

d. The Association agrees to maintain a single limit commercial general liability insurance policy in the amount of One Million Dollars ($1,000,000.00) covering bodily injury, including death and property damage, and including coverage for contractual Liability. The Association shall provide Center a copy of the certificate of insurance for such policy and an endorsement specifying that the City of Murfreesboro and the St. Clair Street Senior Center are named as additional insured for the purpose of this program before beginning its use of the facility. The procuring of insurance is for the Association's protection and shall not limit the amount of damages which the City may be legally entitled to pursue.

e. The term of the Agreement shall be from July 1, 2015 to June 30, 2016.

f. This Agreement may be terminated by either party giving written notice to the other at least thirty (30 days before the effective date of such termination.

g. The Association shall keep full and accurate records in connection with the performance of service under this Agreement. All such records shall be retained by the Association for a period of three full years subsequent to completion of the Agreement and shall be subject to audit, at any reasonable time and upon notice, by the Center or the Comptroller of the Treasury or their duly appointed representatives.

h. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Tennessee.

i. At all times pursuant to this Agreement, any Center employee performing an service related to the terms of this Agreement shall be an employee of the City of Murfreesboro and subject to the personnel policies, rules, and regulations established by the City, whether performing duties related to the Alzheimer's Association or any other duties. The City shall establish the duties and responsibilities for such employee.

j. This Agreement shall not be binding upon the parties until it has been signed first by the Association and then signed by the City Manager.

k. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Agreement may be approved by the City Manager.

l. Any notice to the City from the Association relative to any part of the Agreement shall be sent to:

City of Murfreesboro
Rob Lyons, City Manager
111 West Vine Street
Murfreesboro, TN 37130
615-849-2629
615-849-2679

St. Clair Street Senior Center
Connie C. Rigsby, Director
325 St. Clair Street
Murfreesboro, TN 37130
615-848-2550
615-904-6511

m. Any notice to the Association from the City relative to any part of the Agreement shall be sent to:

Jim Ward, CEO
Alzheimer's Association, Mid South Chapter
4825 Trousdale Drive, Suite 220
Nashville, TN 37220

n. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, or agency between the parties hereto, nor by or between any of their employees or agents.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signature:

CITY OF MURFREESBORO

_____
Robert J. Lyons, City Manager

Approved as to form:

_____
Kelley Blevins Baker, Staff Attorney

ALZHEIMER'S ASSOCIATION, INC.
MID SOUTH CHAPTER

_____
Jim Ward, CEO

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, the undersigned Notary Public, _____ personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____ or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this ____ day of _____, 20___.

, 2014.

_____
Notary Public

My Commission Expires:_____

CITY of MURFREESBORO
Transportation Department
111 WEST VINE STREET
POST OFFICE BOX 1139
MURFREESBORO, TENNESSEE 37133-1139
PHONE 615 893-6441
FAX 615 849-2606
www.murfreesborotn.gov

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

December 10, 2015

Honorable Mayor and Members of City Council

RE: Purchase of Vehicle for Transportation Department

Background
One of the City's traffic signal technicians was recently involved in a traffic crash at the intersection of Northfield Boulevard and Sulphur Springs Road. The other party was cited to be at fault for the crash and damage to the van driven by our employee while on duty. The city's van was totaled and as such, we are seeking replacement

Fiscal Impact
The city's vehicle is being replaced with a 2016 F-250 Ford pickup. The cost is noted below:

Vendor	Equipment	Cost
Country Ford	2016 F-250	$28,937.00
Stringfellow	Bed Equipment	5,875.00
Total Purchase Cost		$34,812.00

This purchase is being funded through the City's Risk Management Fund. They will being pursuing partial recoupment of the purchase cost for the new vehicle through the at-fault driver's insurance company. The purchase is being made through the Murfreesboro Police Department's competitively bid list of available vehicles.

Recommendation
I recommend City Council approval of the award of the bid to the vendors as noted above.

Attachments
Murfreesboro Police Department itemized bid list.

Respectfully submitted,

Dana Richardson
Transportation Director

TRAFFIC
VEHICLE ORDER FORM
FORD F-250 CREW CAB 4x4 PICKUP - MPD Bid List

Year: 2016

	Code	Description	Bid Cost
1	W2B	Ford F-250 (3/4 Ton) SD Crew Cab 4x4 Pickup - 158" WB	$26,708.00
2		Upgrade to 172" WB	$189.00
3	PAINT	Monotone Paint Application - STD	$0.00
4	600A	N/C & Includes:	$0.00
5		Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	
6		Transmission: TorqShift 6-Speed Automatic	
7		GVWR: 10,000 lb. Payload Package	
8		Wheels: 17" Argent Painted Steel	
9		Heavy Duty Vinyl 40/20/40 Split Bench Seat w/ center armrest, cupholder & storage	
10		Radio: AM/FM Stereo w/ Digital Clock	
11	X3E	Electronic Locking w/3.73 Axle Ratio	$390.00
12	TBM	Tires: LT245/75Rx17E BSW A/T	$165.00
13	90L	Power Equipment Group - includes:	$942.00
14		Accessory Delay	
15		Power Locks	
16		Remote Keyless Entry	
17		Perimeter Anti-Theft Alarm	
18		Power Front Side Windows	
19		Manual Telescoping 2-Way Fold Trailer Tow Mirrors	
20	66S	Upfitter Switches (4)	$125.00
21	66D	Pickup Box Delete - includes:	($533.00)
22		Rear Bumper Delete	
23		Spare Wheel, Tire, Carrier & Jack Delete	
24	592	Roof Marker / Clearance Lamps	$55.00
25		Trailer Towing Package (STD)	$0.00
26	52B	Trailer Brake Controller	$270.00
27	41P	Transfer Case & Fuel Tank Skid Plates	$100.00
28	76D	Back-up Camera Package	$401.00
29	76C	Exterior Back-up Alarm	$125.00
30			
		TOTAL	**$28,937.00**

TRAFFIC
SERVICE BED ORDER FORM
READING SL 8' SERVICE BODY

	Code	Description	Bid Cost
	~~R2X-101A~~	~~2016 Ford 250 (3/4 Ton) Transit High Roof Van - LWB~~	
1		Reading SL 8' Service Body	
2		Stainless Steel Locks	
3		Powder Coated White	
4		Pooched Rear Bumper	
5		14" Slam Action Tailgate	
6		Mounted on 56" Cab Chassis	$4,875.00
7			
8		Cab Guard with (2) L.E.D. Work Lights	$600.00
9			
10		Amber Front and Rear LED Strobes	$400.00
11			
12			
13			
14			
		TOTAL	**$5,875.00**

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

December 31, 2015

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2016 Budget Amendment

Attached you will find two budget transfers as approved by the City Manager on December 9, 2015, and December 30, 2015.

The transfer approved on December 9th is a transfer in the General Fund, for the Community Development's Operating Expense roll up category (see first attachment for detailed line item). This transfer will have no effect on Fund Balance.

The transfer approved on December 30th is a transfer in the General Fund, for the Police Department, and is moving funds from the Salary and Benefits roll up category to the Operating Expenses roll up category (see second attachment for detailed line item). This transfer will have no effect on Fund Balance.

This is being placed on Consent Agenda as proof of notification to Council as required by Ordinance 15-O-48.

Melissa B. Wright
City Recorder, Finance Director

Finance and Tax Administration
111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 5210 * Fax 615 848 3247
TDD 615 849 2689 www.murfreesborotn.gov

First Attachment

City of MURFREESBORO TENNESSEE

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Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:		Move funds to:	
Org	10420008	Org	10420008
Object	571009	Object	571008
Acct Name	Homeless Prevention	Acct Name	Job Training
Amount	$ 6,705.00		

AWP 12/7/15

Move funds from:		Move funds to:	
Org	10420008	Org	10420008
Object	571003	Object	571004
Acct Name	Child Abuse Prevention	Acct Name	Child Care Services
Amount	$ 7,500.00		

AWP 12/7/15

Explanation: After review it was decided that the services provided more closely align to a different program. These changes will allow the budget to match the IDIS system.

Department Head Signature — Date: 12/7/15

Ana Marie Stovall

Reviewed by Finance — Date: 12/7/15

Approved [X]

Declined [ ]

City Manager

Date: 12.9.15

Please return to Ana Maria Stovall, Finance & Tax Dept., once all signatures have been obtained.

Second Attachment

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:		Move funds to:	
Org	10210007	Org	10210008
Object	511100	Object	520000
Acct Name	Salary - Full-Time - Regular	Acct Name	Contractual Services
Amount	$ 9,600.00		

Explanation: Monies will fund the research study on best practices in pre-hire screening for Police Officers to be conducted by the M.T.S.U. Center for Organizational and Human Resource Effectiveness (COHRE) . The research study is cheduled to run from January 15, 2016 through May 15, 2016 at a total cost of $9,520.00. A copy of the proposal is attached for reference.

Department Head Signature — Date: 12/29/15

Reviewed by Finance — Date: 12/29/15

Approved [X]

Declined [ ]

City Manager

Date: 12-30-15

Please return to Ana Maria Stovall, Finance & Tax Dept., once all signatures have been obtained.

December 7 | 15

Proposal to the City of Murfreesboro: Research on Best Practices in Pre-hire Screening for Police Officers

Submitted by

Judy Van Hein, Ph.D.
Michael Hein, Ph.D.
Richard G Moffett III, Ph.D.

MTSU-COHRE

Center for Organizational and Human Resource Effectiveness
www.mtsu.edu/cohre

Middle Tennessee State University
1301 East Main Street
Box 506
Murfreesboro, TN 37132

(615) 898-5458

cohre@mtsu.edu

Project Proposal

MTSU's Center for Organizational and Human Resource Effectiveness (COHRE) will conduct background research on best practices in pre-hire screening for police officers that could supplement the City of Murfreesboro's current practices. This will include a review of both the academic and trade journals. We will also review publically available processes from the internet and conduct interviews with relevant subject matter experts (SMEs).

While a review of the relevant literature will provide a basis for general recommendations in order to establish relevance to the City of Murfreesboro, an additional SME conference will be conducted with leadership of the Murfreesboro Police Department to develop an initial framework of how best practices should be applied specifically for the City of Murfreesboro.

The report will conclude with recommendations on using existing screening measures for pre-screening officers and outline a proposal for the best way to implement a legally defensible and most cost effective program.

The expected outcomes for this project are:

- A summary report – a white paper on best practices
- An implementation proposal

Cost: $9,520

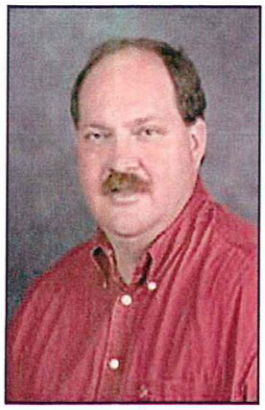
Timeline: Work is projected to run from January 15, 2016 through May 15, 2016.

Support needed from the City of Murfreesboro for successful project completion:

- Timely access to people and information as agreed upon.
- Relevant supporting documents.
- A primary point of contact and logistical support for coordinating activities with the City.
- Extension of schedule if delays occur by the City or from unanticipated factors.

COHRE Staff

This project will be supported by three of Middle Tennessee State University (MTSU) COHRE's senior consultants (bios attached):
Dr. Judy Van Hein
Dr. Michael Hein
Dr. Richard G. Moffett, III
Two project associates will also support the project.



Michael B. Hein, Ph.D.

Dr. Hein is a Senior Consultant for the Center for Organizational and Human Resource Effectiveness and a Professor of Psychology at Middle Tennessee State University (MTSU). He has taught in several areas of industrial/organizational (I/O) psychology and research design and statistics such as job performance and appraisal, training, research methodology and factor analysis. He received his Ph.D. in I/O psychology from Georgia Institute of Technology in 1990.

Dr. Hein has consulted with clients in various industries on projects regarding job analysis, employee surveys, training needs analysis, employee selection, and performance appraisal. Some of his past clients include Toshiba, Jack Daniel's, Eaton, Square-D, Clopay, Murfreesboro Police Department, Cracker Barrel, Ingram Books, and First Tennessee Bank.

His research interests include leadership, training, group processes, individual differences, the determinants of skilled task performance, and organizational climate/culture. He has presented numerous papers at professional conventions and meetings. He has published articles in *Leadership Quarterly*, the *Journal of Personality*, *Group Dynamics*, *Journal of Applied Social Psychology*, and the *Journal of Creative Behavior*. He has co-authored book chapters in *The Biodata Handbook* and *Improving Organizational Performance with the Productivity Measurement and Enhancement System: An International Collaboration*. He also served as a reviewer for *Human Factors* and for *Human Resource Development Quarterly*.

Dr. Hein is also a member of the Society for Industrial and Organizational Psychology, The American Psychological Society, and the Southeastern Psychological Association.

Richard G. Moffett, III, Ph.D.

Dr. Moffett is a Senior Consultant for the Center for Organizational and Human Resource Effectiveness with over 25 years of experience with private and public sector organizations. He has also served as a past Director of COHRE.

His areas of consulting expertise include leadership development, small and large group facilitation, management training, and organizational diagnosis and development. He has worked with clients from a variety of including the Rutherford County Department of Human Resources, Kroll Background Screening Division, Tennessee Department of Transportation, Sverdrup Technology, Inc., Nuclear Fuel Services, Centerstone Community Mental Health Centers, Teledyne, Tennessee Board of Regents, and Middle Tennessee State University.

In addition to consulting with COHRE, he is an Associate Professor of Psychology and serves as Interim Assistant Vice Provost for Academic Affairs at Middle Tennessee State University (MTSU). While at MTSU, he has taught a variety of graduate and undergraduate courses in training and development, organizational change and development, organizational psychology, and group dynamics. He received his Ph.D. in industrial and organizational (I-O) psychology from Auburn University in 1996.

His professional experience before coming to MTSU in 1992 was as a Project Associate with the Office of Vice President for Outreach at Auburn University where he worked as an internal and external human resources consultant. Also, he worked as a Research Psychologist with Litton Computer Services where he developed and evaluated various training programs for the United States Army at Fort Benning, GA.

About COHRE- MTSU

COHRE is a professional consulting firm with a wide range of human resources expertise including: recruitment and selection; job analysis and performance evaluation; training; strategic planning and leadership development; performance management and organizational development; and related legal issues.

Our senior consultants typically have over 20 years of expertise in these and related areas, and are supplemented by a network of other experienced consulting professionals. Our consultants have worked with clients ranging from Fortune 500 companies to public sector organizations at the local, state, and federal levels. Specific examples include Nissan North America, State Farm, U.S. Department of Defense, Tennessee Center for Child Welfare, Kroll Background America, Tennessee Small Business Development Center, Rutherford County and many others. Our affiliation with Middle Tennessee State University (MTSU) enables us to draw from a wide range of high-level specialized expertise. We tailor-construct our project teams to suit our clients' particular combination of needs. With six Ph.D.'s in Industrial/Organizational Psychology, and an Applied Social Psychologist specializing in work group effectiveness, COHRE represents a rare combination of both breadth and depth of expertise.

Our primary senior consultants also serve on the faculty of MTSU's nationally ranked Industrial/Organizational (I/O) Psychology program. This field essentially consists of human resource management and organizational development. Our link with the university keeps us out front with state-of-the-art developments in our field.

About the I/O Program at MTSU

Since our project associates will be drawn from recent alumni of our program and current students in the program it is worth noting the strength of the program and the type of students we have.

The I/O psychology graduate program is an applied master's program attracting top students nationally and internationally. During their two year program students take classes in Performance Appraisal, Job Analysis, Organizational Psychology, Training & Development, Selection, Survey Development, Work Group Effectiveness, Organizational Change & Development, Statistics and Research Methodology. The program requires an internship, comprehensive exams and a thesis project. Typically a course in each semester will have an applied class project with an external client and well defined deliverables.

Judith Van Hein, Ph.D.

Dr. Van Hein is a Senior Consultant for the Center for Organizational and Human Resource Effectiveness and a Professor of Psychology at Middle Tennessee State University (MTSU). She teaches employee selection, compensation, and general psychology. She received her Ph.D. in industrial-organizational psychology from Georgia Institute of Technology in 1992.

Dr. Van Hein has consulted with clients in various industries on projects regarding job analysis, employee surveys, training needs analysis, training, employee selection, promotion, performance appraisal, and management coaching. Some of her past clients include Toshiba, Jack Daniel's, Eaton, Square-D, TDOT, Metro Nashville Police Department, Cracker Barrel, City of Smyrna, and First Tennessee Bank.

Her research interests include selection, perceptions of fairness and justice in the workplace, and legal issues in human resource management. She has presented numerous papers at professional conventions and meetings and has published articles in the Journal of Applied Social Psychology and the Psychological Bulletin.

Dr. Van Hein is also a member of the Society for Industrial and Organizational Psychology, the American Psychological Society, and the Southeastern Psychological Association.

City of MURFREESBORO
TENNESSEE
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CITY TV MURFREESBORO

January 4, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Request to Use Competitive Sealed Proposal Method of Procurement for the Purchase of Equipment, Installation, Commissioning, Training, and Support Services for a High Definition Television System

As an item for the consent agenda, it is requested that City Council approve the City's use of the Request for Competitive Sealed Proposal method of procurement for the purchase of equipment, installation, integration, commissioning, training, and support services for a high definition television system.

Background

Purpose:

The City of Murfreesboro is seeking a reputable, experienced, and professional audio/video broadcast engineer and integrator to purchase equipment, install, integration, commission, train, and provide support for a high definition television system. The Communications Department wishes to use the request for competitive sealed proposal (RFCSP) method of procurement to choose a contractor to provide these services.

Scope of Work:

Because the range of services requested is varied, the type of work required is complex, and the time frame to complete the project is short it will be more advantageous to the City to use request for competitive sealed proposals (RFCSP) rather than to develop uniform specifications and use competitive sealed bids that result in selection based on price alone.

If approved, the Request for Competitive Sealed Proposal (RFCSP) tentative date for issuing is Friday, January 15, 2016 and a Legal Notice will be published in the Murfreesboro Post. Proposals are tentatively scheduled to be received and opened on Friday, February 19, 2016 at 3:00 p.m. local time in the Office of the City Manager.

Selection Process:

Factors to consider in the evaluation process include experience, support qualifications and response times on servicing particular types of equipment, training, completion timetable, and cost. The competitive sealed proposals will be evaluated by a team of staff members.

Communications Department
111 West Vine Street * P.O. Box 1139 * Murfreesboro, Tennessee 37133-1139
Phone 615 848 3245 * Fax 615 904 6510 * TDD 615 849 2689 * www.murfreesborotn.gov

The five (5) criterion and assigned weighting percentages are as follows: 1) Experience (35%), 2) Proposal (25%), 3) Support (20%), 4) Training (10%) and 5) Cost (10%).

Fiscal Impact

This item is budgeted as part of the current fiscal year budget for the Communications Department with a $750,000 equipment grant through the Comcast franchise agreement.

Recommendation

Pursuant to State law and City Code, I respectfully request Council's prior approval of the use of the request for competitive sealed proposal methods of procurement for the purchase of equipment, installation, integration, commissioning, training, and support services for a high definition television system. By approving this request, you will be authorizing staff to use the request for competitive sealed proposal methods to acquire such services.

Sincerely,

Alan Bozeman
Communications Director

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

January 5, 2016

Honorable Mayor and Members of the City Council:

As an item for the Consent Agenda, it is recommended that the City Council approve the following from the Community Development Department:

Housing Rehabilitation – 510 South Highland Avenue – Change Order #2

Background
The homeowner at the subject address has applied for and is eligible for assistance through the City's Housing Rehabilitation Program. The most feasible approach to this project is to demolish the existing unit and reconstruct. On September 17, 2015, Council approved funding a construction contract between the homeowner and the contractor, James I. Brown, for $89,000.

On November 5, 2015, City Council approved Change Order #1 for $900 to cover removal of a large hackberry tree near the rear of the house identified prior to demolition.

During the inspection to clear the demolition permit, the Building & Codes Department discovered a root cellar that had not previously been identified and was not included in the Scope of Work for the project. The Building & Codes Department is requiring that the cellar be cleared of debris, backfilled with crushed stone and compacted, and that a professional engineer direct site prep and issue a letter of compliance. The contractor is asking that $2,675 be added to the contract for this work.

Also, in staking the foundation, the surveyor identified an additional tree and several stumps that need to be removed. The contractor is asking that $950 be added to the contract for this work.

Fiscal Impact
The total for Change Order #2 is $3,625 and if approved would increase the contract to $94,325.The Community Development Budget as amended allocates $298,332 for housing rehab projects. Accepting Change Order #2 would leave a balance of approximately $184,000 available.

Concurrences
The city's inspector has reviewed and approved the proposed change order.

Recommendation
Staff recommends approving Change Order #2 and increasing the project contract to $94,325.

Sincerely,

John Callow
Community Development Director

Community Development

211 Bridge Avenue * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 890 4660 * Fax 615 217 2260
TDD 615 849 2689 www.murfreesborotn.gov

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Community Development

211 Bridge Avenue * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 890 4660 * Fax 615 217 2260
TDD 615 849 2689 www.murfreesborotn.gov

City of MURFREESBORO TENNESSEE

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MURFREESBORO PARKS & RECREATION

December 28, 2015

Honorable Mayor and Members of City Council:

RE: Two (2) Items for Consent Agenda

1. Replacement of Fence at Patterson Park
2. Change Order 3 for Barfield Crescent Park Improvements

ITEM #1: Replacement of Fence at Patterson Park

Background

An invitation to bid was issued on November 13, 2015, for replacement of 768' of fence at Patterson Park. The project also includes installation of two pedestrian gates.

Fiscal Impact

The fence replacement is listed in the 2015-2016 Parks and Recreation budget on line 147 in Additions to Fixed Assets in the amount of $50,000.00. Bids were opened on December 9, 2015. The bids were as follows:

Bidder	**Option A**	**Option B**
Bratton Brothers Services	$38,457.00	$33,352.00
Langford Fence	$60,423,00	$46,177.00
Rio Grande Fence	$57,111.12	$45,191.76
Maury Fence Co. of Tenn.	$50,486.00	$37,430.00
Enfield Construction (American Fence)	$71,645.00	$52,099.00

Option A requires industrial grade fencing while Option B requires industrial grade fencing for Section A and commercial grade fencing for Sections B and C.

Concurrences

The bids have been reviewed by staff and they recommend the low bid of $38,457.00 for Option A from Bratton Brothers Services, Inc.

Recommendation

I concur with staff's recommendation and request that the bid from Bratton Brothers Services, Inc., in the amount of $38,457.00 be approved and that Council authorize the Mayor to execute said contract contingent upon Legal Department review and approval.

Murfreesboro Parks and Recreation Department
697 Barfield Crescent Park * P.O. Box 748 * Murfreesboro, Tennessee 37133-0748
Phone 615 890 5333 * Fax 615 904 6507 * TDD 615 849 2689 * www.murfreesborotn.gov

ITEM #2: Change Order 3 for Barfield Crescent Park Improvements

Background
At the December 19, 2013, City Council meeting, the bid from First Place Finish for renovations to Barfield Crescent Park was approved. The approved contract amount was $258,145.50. The contract amount changed to $261,985.50 after Change Orders 1 and 2 were approved.

Change Order 3 is the final action to close this project. Wiser Company and the City have been working with First Place Finish to resolve issues of poor workmanship in the placement of concrete, sod and drainage work. This work has been corrected to the satisfaction of the engineer and the City, and the City was given a reduction in the cost of the contract to close the project.

Fiscal Impact
There will be no additional cost incurred with Change Order 3. The cost of the change order is a deduct of $12,949.30 making the total contract price $249,036.20

Concurrences
The architect recommends this change order be approved.

Recommendation
It is recommended that Change Order Number 3, a reduction in the amount of -$12,949.30, be approved making the total project cost $249,036.20.

Respectfully submitted,

Lanny Goodwin, CPRP
Director

Attachment

CONTRACT CHANGE ORDER

Order No.	3 (FINAL)
Contract For: *BARFIELD CRESCENT PARK IMPROVEMENTS* *Murfreesboro, Tennessee*	November 25, 2015
State	Tennessee
County	Rutherford

Owner **City of Murfreesboro Parks and Recreation Department**

Contractor **First Place Finish**

Description of Changes	DECREASE In Contract Price	INCREASE In Contract Price
Quantity changes from final measurements and deduct	$20,000.00	$7,050.70
Totals	**$20,000.00**	**$7,050.70**
Net Change In Contract Price		**($12,949.30)**

Justification: Final Change Order with measured quantities

Original Contract Amount:	**$258,145.50**
The Amount of the Contract Will Be Changed by this Change Order:	**($12,949.30)**
Change by Previous Change Order No. 1	$1,146.00
Change by Previous Change Order No. 2	$2,694.00
The Contract Total Including this and Previous Change Orders Will be:	**$249,036.20**
Notice to Proceed Date	**January 22, 2014**
Contract Start Date	**January 22, 2014**
Contracted Consecutive Calendar Days	**60**
Original Contracted Completion Date	**March 23, 2014**
The Contract Period Provided for Completion Will be (Changed) by this change order to current date	-
Contract Period Changed by Previous Change Orders: (Days)	**0**
Revised Contracted Date of Completion	**November 25, 2015**

This document will become a supplement to the contract and all provisions will apply hereto:

Requested (Owner) **Shane McFarland, Mayor, City of Murfreesboro**	(Date)
Recommended (Owner's Architect/Engineer) John R. Gordon **John R. Gordon, Wiser Consultants**	November 25, 2015 11-25-15 (Date)
Accepted (Contractor) Laurel Patrick **First Place Finish**	11/25/15 (Date)

This information will be used as a record of any changes to the original construction contract

City of MURFREESBORO
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Consent Agenda

January 7, 2016

Honorable Mayor McFarland and Members of City Council:

Proposal for Preliminary Civil Engineering Services (Jones Blvd.)

City Council is recommended to approve the Proposal for Preliminary Civil Engineering Services on roadway improvements to the portion of Jones Blvd from Medical Center Parkway to Northfield Boulevard.

Background

During development of the Capital Improvement Plan, improvements to Jones Boulevard from Medical Center Parkway to Northfield Boulevard were recommended after discussions with the City Council. The improvements seek to improve safety and access for pedestrians and bicycles.

On December 10, 2015 staff met with Site Engineering Consultants (SEC) to discuss preliminary alignments for the future Jones Blvd. re-construction project. Based on this meeting, staff asked SEC to submit a proposal to prepare preliminary alignments with varying cross sections including a) a 3-lane section with bike lanes and sidewalks and b) a 3-lane section with multi-use paths to determine their impact along the proposed route.

The alignments will be based on GIS property lines, GIS aerial topography and site visits. The alignments will identify proposed and existing right-of-way, proximity of proposed roadway features to existing homes, approximate limits of side road reconstruction, potential utility conflicts, preliminary vertical alignments and approximate slope and construction easements. The contract will be on an hourly basis with a not to exceed amount of $9,750.

Fiscal Impact

Funding for the contract will be from State Street Aid, Survey and Studies, in the amount of $9,750.

Recommendation

Staff recommends approval of the attached design contract in the amount of $9,750 subject to review by the City Attorney.

Attachments

1. Proposal for Preliminary Civil Engineering Services (Jones Blvd.)

Sincerely,

Chris Griffith
City Engineer

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · www.sec-civil.com · Fax 615-895-2567

December 11, 2015

Mr. Chris Griffith, City Engineer
City of Murfreesboro Planning and Engineering
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Proposal for Civil Engineering Services
Jones Blvd
Murfreesboro, TN
SEC Project: 15316

Dear Chris,

Please accept this letter as our official proposal to provide the preliminary civil engineering services for Jones Blvd. Based on our December 10, 2015 meeting, we will prepare 2 separate preliminary alignments with varying cross sections including

1.) 3 lane section with bike lanes and sidewalks
2.) 3 lane section with multi-use paths

The alignments will be based on GIS property lines, GIS aerial topography and site visits. The alignments will identify proposed versus existing right-of-way, show proximity of proposed roadway features to existing homes, approximate limits of side road reconstruction and will identify potential utility conflicts requiring replacement as well as a preliminary vertical alignment to identify approximate slope and construction easements.

The final alignments will be superimposed on aerial photography for your use in presenting to the City Council or affected residents. Our services do not include any estimating, surveying, drainage calculations, final engineering, construction documents, utility design or presentations.

We propose to provide our services on an hourly basis and estimate the total fees to be:

SURVEYING & CIVIL ENGINEERING SERVICES

A. Preliminary Engineering Phase	$9,750
B. Extra Services	Hourly

There may be services which may be required that are not part of or are out of sequence to the basic services. Those include drawings or other documents intended for construction once the study has been completed. Also, out of sequence to the basic services are making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given, required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within our control. Furthermore, providing consultation concerning replacement of any work damaged by vandalism or other causes during construction, and furnishing services as may be required in the connection with the replacement of such work. Should such additional services be required, we will perform those according to our then current hourly rate schedule.

Initial _____

Boundary surveys are not included in this proposal but are available. Furthermore, tree surveys, bidding services, flood plain hydraulic study, lot staking, as-built surveys or calculations, submittal or recording fees, or other unnamed special services that might be required by any regulatory agency are not included in this proposal. We can supply these services if required and would do so as requested by you at our then current hourly rates or a negotiated lump sum fee. Lastly, any service performed by SEC, Inc. outside the scope of services described herein would be charged at our current hourly rates. Currently, our hourly rates are as follows:

CIVIL ENGINEERING & LAND SURVEYINGHOURLY RATE SCHEDULE

Principal Engineer	$145
Senior Engineer	$125
Senior Surveyor	$120
Survey Manager	$110
Project Engineer, P.E.	$100
Engineer Intern	$ 85
Registered Land Surveyor	$100
Site Designer	$ 80
Construction Specialist	$ 65
Survey Crew Chief	$ 65
Staff Survey Technician	$ 50
Clerical Support	$ 50
2-man Survey Crew	$105
3-Man Survey Crew	$145
GPS Survey Crew	$135
1-man Crew GPS/Robotic	$100

Excluded from the basic services listed above is construction administration for the site, environmental assessments, offsite easement acquisitions, structural design, offsite turn lane designs, lighting plans, traffic studies, pump design (for sewer or storm), UIC permits, geotechnical studies, off-site designs or studies (including utilities, roads, & drainage) and cost estimating. Also considered beyond our scope of work is wetland or stream delineation, submittal fees or recording fees, or other unnamed special services that might be required by any regulatory agency. Reimbursable expenses shall be billed at cost.

This proposal is valid for 60 days. If the proposal is not accepted within 60 days, SEC, Inc. reserves the right to revise the scope of work and fee schedule. The lump sum fees listed above are valid for six months from date of acceptance of proposal. If work continues on this project longer than twelve months, SEC, Inc. may negotiate revised fees for remaining work items.

We will bill our civil engineering services at monthly intervals based on the percentage of completion. Accounts are due and payable within thirty (30) days of the date of invoice and are assessed a late payment charge of 1.5% per month of the overdue amount.

If our proposal as outlined is acceptable to you, please indicate by initialing each page of this proposal and affixing your signature on the line provided below. Please mail, email or fax the entire proposal package to SEC so that we may also sign the documents and send you a copy.

Initial _____

You or SEC may terminate this agreement for reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party and termination would become effective fourteen (14) calendar days after receipt of the termination notice. Irresponsive of which party shall effect termination or the cause thereof, you shall, within thirty (30) calendar days of termination, remunerate SEC for services.

If you have any questions or if I may be of further assistance, I can be contacted at our office at 615-890-7901 or Doug Jenkins by email at djenkins@sec-civil.com.

Sincerely,

Matt Taylor, P.E.
Vice President
SEC, Inc.

CLIENT

Accepted By:_____ _____
Print Name Authorized Signature

as_____ for _____
(Title/ownership/officer) (Company Name)

on this _____ day of _____ 20____.

SEC, INC.

Accepted By: _____, _____, _____
Print Name Authorized Signature Title

for **SEC, Inc.** on this _____ day of _____ 20 _____.

Initial ____

City of MURFREESBORO TENNESSEE

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January 7, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council:

RE: Approval to Apply for Federal Grant

As an item for the agenda, it is recommended that City Council grant permission for the Murfreesboro Fire & Rescue Department (MFRD) to apply for a federal grant.

Background
The Department of Homeland Security Federal Emergency Management Agency's Assistance to Firefighters Grant applications are being accepted through January 15, 2015. MFRD will apply for a grant under the Operations and Safety program area.

MFRD will apply for funding for sprinkler systems for nine fire stations and fire alarm systems for four of those nine fire stations at an estimated cost of $397,075. Fire Station 10 on Veterans Parkway has a sprinkler system which includes an alarm system, five stations have fire alarm systems but no sprinkler system, and four stations do not have either system.

MFRD will also apply for communications wireless headsets at an estimated cost of $205,921. These headsets will enhance communications on emergency responses and provide hearing protection while benefiting daily operations.

Fiscal Impact
The grant is 90% federally funded with a 10% match required. Total cost for the fire protection systems and headsets will be approximately $602,996 with the City's portion being approximately $60,300. The 10% match will be funded from MFRD's budget.

Recommendation
It is recommended that City Council allow MFRD to apply for the Assistance to Firefighters grant.

Sincerely,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder

Murfreesboro Fire & Rescue Department
220 N.W. Broad St. * Murfreesboro, Tennessee 37130 * Phone 615 893 1422 * Fax 615 848 3201
TDD 615 849 2689 * www.murfreesborotn.gov

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

December 10, 2015

Honorable Mayor and Members of the City Council:

RE: Water and Sewer Board Recommendations to the City for the Council Consent Agenda from the Board Meeting held December 8, 2015

A. Automated Refrigerated Samplers

Background

The Tennessee Department of Environment and Conservation dictates that flow proportioned composite samples must be collected daily from a number of locations. To accomplish this the Murfreesboro Water and Sewer Department maintains automated refrigerated samplers at numerous locations in the industrial community and throughout the treatment plant. These samplers are of the same model. By keeping to a single manufacture, it is possible to substantially reduce the cost of maintenance by using the components that are interchangeable, such as controls boards, sensors, and pump heads, particularly when usable parts are salvaged from units that are otherwise worn out. More importantly, having the same model sampler reduces the time out of service, since a single set of spare components is usable in all of the units.

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

It is recommended that City Council approve the purchase of four (4) ISCO Brand samplers in the amount of $28,986.00, one (1) portable sampler in the amount of $6,708.20 and two flow meters in the amount of $5,841.00.

Fiscal Impact

In order to maintain this interchangeability, staff recommends purchase of four (4) Teledyne ISCO 6712 refrigerated samplers, complete with four bottle configuration system and vinyl suction lines from Kazmier and Associates for $28,986.00. Kazmier and Associates is the single source vendor for this area. Twenty nine thousand dollars was allocated in the current fiscal budget for this purchase. Staff recommends the purchase of one (1) ISCO portable refrigerated sampler for $6,708.20 to allow monitoring in the collection system where a free standing sampler is not suited. Seven thousand dollars was allocated in the current fiscal budget for this purchase.

Water and Sewer Department
300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

Staff also recommends purchasing two ISCO flow meters at $5,841.00 to monitor and record low data from new industries. Having waste water daily flows allows for daily violations to be calculated. Five thousand seven hundred and fifty dollars was allocated in the current fiscal budget for this purchase.

Attachments

Kazmier & Associates Quote

B. NW Broad Street Pump Station Replacements
Miscellaneous Allowance & Change Order # 1

Background

At the May 2013 Board meeting, the Board approved the design contract with Civil Infrastructure Associates (CIA) to abandon three (3) existing pump stations along NW Broad Street. They are PS #2, #19, & #20. The Department received bids for the Pump Station Replacements on April 21, 2015 and the project was awarded to J.Cumby Construction, Inc. in the amount of $976,089.00 at the April 28, 2015 Board meeting.

As part of the referenced project, a miscellaneous allowance of $10,000 was included in the base bid for unforeseen conditions and minor revisions to the current scope of work. Note that these minor revisions and the use of the miscellaneous allowance does not change the contract price, only adjust the remaining balance of the allowance. Attached is a letter of explanation from CIA of the field conditions found and the necessary changes.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
NW Broad PS Replace	$10,000	$0.00	**$3,545**	**$6,455**

With these minor changes, it became apparent that two (2) bid items needed to be added. One was for a shallower gravity sewer depth and the other was to connect an existing 2” private force main to a proposed manhole. The contractor has also requested an additional fourteen (14) days to be added to the contract for these changes. The attached change order reconciles the quantity changes needed for the field revisions, adds unit prices for the added bid items and adds the requested time.

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

It is recommended that City Council authorize the referenced miscellaneous allowance allocation and approve Change Order # 1. A final contract amount will be brought to the Board and City Council for approval in a final balancing change order.

Fiscal impact

This change order does not affect the approved contract price of $976,089.

Attachments

CIA Recommendation Letter
Letter from J. Cumby
Change Order # 1

C. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D

Background

The Department received bids for the Sinking Creek Plant Expansion – Phase 4D on January 8, 2015. At that meeting the Board approved to award the project to 3D Enterprises the contract in the amount of $30,472,000. As part of the referenced project, Item #4 within Schedule C of the Construction Contract is a contingency allowance of $500,000.

The attached change control log which identifies the recent allowance allocation issued through field work change directives. Note that these work change directives do not change the contract price, only adjust the remaining balance of the contingency allowance. The final contract price will be adjusted accordingly in a future change order or a final balancing change order at the end of the project.

The following table is provided to update the Board on the current field work change directives and the remaining contingency allowances.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
Phase 4D Expansion	$500,000	$2,200**	**$(25,800)***	**$523,600**

*CCF # – 1 Rev. 2 (Current)
**CCF #'s (2, 6, 7 & 9 previously approved)(cumulative)

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

It is recommended that City Council authorize the referenced contingency allocation for the Phase 4D Expansion. A final contract amount accounting for all contingency items will be brought to the Board and City Council for approval in a final balancing change order.

Fiscal Impact

There is no fiscal impact at this time to the Department's State Revolving Fund (SRF) loan, as the contingency allowance has been approved within the contract and the contract amount remains unaffected.

Attachments

SSR Recommendation Letter & Change Control Log

D. Uniform Renewal

Background

The current amended contract for department uniforms will expire January 3, 2016. There is a new cooperative Agreement available for us to use with a longer term. The City's Purchasing Director recommends we use Unifirst's new cooperative agreement to stabilize cost and obtain consistent pricing for several more years. Unifirst has a new contract with NJPA that was executed August 18, 2015 for four years and will expire August 17, 2019 with a fifth year renewal option. The new contract has better service terms.

The Department has been under contract with Unifirst since 2009. In 2012, we took advantage of the NJPA contract which included Unifirst. There has been only one price increase since 2009 and they have provided outstanding service over the last 6 years and they also provided the new uniforms every (2) years as stated in the contract.

Uniform pricing information is outlined below and there is no price increase due to increased volume and a longer contract term.

Uniform Type	Current Contract	New Contract
Standard Work Uniform	$3.33	$3.33
Dress Uniform	$3.99	$3.99
Standard Work Uniform (Cotton)	$4.46	$4.46
Cotton Shirt & Denim Jeans	$6.50	$6.50

**New uniforms will be issued Jan 2016 & Jan 2018*

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

Staff concurs with the Purchasing Director to enter into a new contract with Unifirst through NJPA. The length of the new contract will be from January 4, 2016 to August 17, 2019 with the option to extend through 2020.

Attachments

NJPA Contract

E. Standby Power Generator Install Project Auxiliary Raw Water Intake

Background

Last month, Staff brought an informational memo to the Board regarding the design and installation of standby power at the Auxiliary Raw Water Intake. Staff also asked Smith Seckman Reid, Inc. (SSR) to review the quotation provided by Thompson Power in February 2014, and to provide a task order for the design and bidding of the project.

SSR has provided the attached Task Order Number 15-41-029.0 for consideration. They have also reviewed the Thompson Power quotation, and have received an updated budgetary equipment proposal from Generac, the preferred system manufacturer. Based upon that budgetary proposal and their experience on similar projects, SSR has recommended increasing the project budget to $600,000. This increase is primarily due to the need for a General Contractor to be involved in the project due to the magnitude of the construction, appropriate Performance and Payment Bonds to protect the City's interests and also material inflation since the 2014 quotation.

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

It is recommended that City Council approve SSR Task Order Number 15-41-029.0, and to proceed with the design and bidding of this project as soon as possible.

Fiscal Impact

The budgeted estimate by staff for the purchase and installation of the standby generator at the Auxiliary Intake was $425,000. SSR recommends increasing this budget to $600,000. Their Task Order for design and bidding services is $39,960.00. Construction Administration and Resident Project Representative Services will be negotiated after bidding. These funds are recommended to come from working capital reserves. The 5-yr working reserve CIP has been adjusted to reflect this increase and funds are available for the project.

Attachments

SSR Engineerng Work Order 15-41-029.0
Project Estimation Worksheet - Aux RWI Generator

F. Pump Station # 28 (V.A. Station) Pump Replacements
John Bouchard and Sons Task Order 15-07

Background

Staff is requesting approval for Task Order 15-07 under the annual Water/Wastewater System Mechanical/Electrical Services Contract with John Bouchard and Sons to furnish all labor to complete the replacement of the existing pumps and discharge valves in pump station #28 with new pumps and valves furnished by the department.

Pump Station 28 (V.A. Station) was installed in 1990; it replaced an existing station that was installed in 1973. The original station had two (2) 1200 gallon per minute (gpm) pumps and replaced with current station that has (3) 975 gpm pumps. With the deterioration and constant maintenance of these pumps and motors it has become a concern to staff that a failure is possible in the near future. At this time one pump motor has been burnt from a power failure and is running at about 50% efficiency, and another pump is running at about 65% efficiency, the third pump runs constantly to maintain wet well levels. With the increasing development in this area staff feels it has become necessary to replace the pumps.

Staff has received quotes from the original equipment supplier (OEM) to furnish three 1200 gpm pumps that will replace the deteriorated pumps on their pre-existing base plates. The pump replacement is required by the OEM due to the small underground footprint in the "can" of the drywell, and the fact that the new pumps fit within the existing space without need to replace base plates or require major piping modifications.

Pump replacements will be done in conjunction with remedial work required on this pump station's wetwell being performed as part of the Department's recent sewer rehabilitation bid. This means while the pump station' wetwell is being bypassed using temporary external pumps and above ground force main, John Bouchard will use that same time period to replace the pumps. This is why the labor is so significantly lower than one would expect. Bypass pumping is a very large expense and it is an opportune time to receive double benefit – wet well rehab and pumps replaced simultaneously.

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

It is recommended that City Council approve John Bouchard and Sons Task Order 15-07 for Pump Station #28 (V.A. Station) Pump Replacements and purchase of three (3) Fairbanks Model 5" B5434 vertical non-clog built together pumps.

Fiscal Impact

The total fiscal impact is $55,153. The pumps will be procured at a cost of $48,507 and the labor supplied by John Bouchard and Sons is $6,646. The funding for this replacement is recommended to come from working capital reserves. There is $2.0M in working reserves budgeted for FY16-FY17, of which $800,000 is committed to the Broad Street pump station replacement project. $700,000 in remaining FY16 funds are available for this project.

Attachments

John Bouchard and Sons Water/Wastewater System Mechanical/Electrical Services Contract
Task Order 15-07
Guthries Sales quote for three (3) Fairbanks pumps
Pump Station #28 Exhibit

G. Water Meter Right-Sizing As Part of AMI Project

Background

For many years MWSD has had a common practice of installing 2" water meters for most commercial customers regardless of their business. In fact, many architects and engineers routinely specify 2" water meters for many commercial establishments including restaurants, office buildings, retail stores of many types and sizes, and schools. In recent years, with a heavy emphasis being placed on water loss reduction, it has become evident that many non-residential water meters are over-sized and should be evaluated by a process called "right-sizing". Right sizing provides two important benefits:

- Ensures that the meter is operating within its optimal range for accurate flow measurement and minimal maintenance, and

- Minimizes unmeasured water flow (non-revenue water)

In conjunction with the AMI project, staff has conducted a right-sizing evaluation on our existing 2" water meters. Our current AMI project scope includes replacement of all of our 663- 2" meters. Based on the right-sizing evaluation utilizing actual consumption records over the past 12 months, we have determined that this scope of replacement can be modified to the following:

- 208- replaced with 1" meters
- 196- replaced with1 ½" meters
- 134- replaced with 2" meters
- 103- retrofitted with radio telemetry only

In so doing, we will realize a project cost savings of ~ $125,000. However, because the smaller meters carry a lower minimum charge in our rate schedule, we will also incur an annual revenue reduction of $95,475 (<0.5% of annual operating revenue). We believe this scope change is prudent and justified in that it will enhance our water metering accuracy, reduce our apparent water loss caused by these over-sized meters, and will be true to our stated goal for the AMI project that "everyone pays their fair share". These meters are for largely commercial and institutional (schools including MTSU) customers.

As to the $125,000 savings (or credit), our plan is to record this credit as a contingency as shown in Table 1 (Directives 1 and 2) and then maintain a record of additional scope modifications as the project progresses. Directives 3-5 have occurred to date. Our goal will be to end the project with a net difference of zero or higher.

Concurrences

The Water and Sewer Board recommended approval at its meeting of December 8, 2015.

Recommendation

Staff is requesting approval of these actions.

Fiscal Impact

The anticipated annual revenue impact is a reduction of rates revenue by $95,475.

Table 1
AMI Project Scope Modifications

Scope Change Directive	Description	Credit	Debit	Net
1	Right Sizing of 2" meters to 1" and 1 1/2"	$75,866		$75,866
2	Retrofit 103 Omni 2" meters	$48,616		$124,482
3	Change 60- 2" turbines to 2"PD	$9,000		$133,482
4	Provide fittings for 65- 2" turbines in 17" setters		$7,500	$125,982
5	Purchase 3 additional handhelds		$16,425	$109,557
Total		**$133,482**	**$23,925**	**$109,557**

Right Sizing Procedure

1. Monthly usage was compiled for the past 12 months for all customers with 2” meters
2. The highest monthly consumption was selected
3. The monthly consumption was converted to a flow rate in gpm based on 70 hr/wk operation
4. A peaking factor of 2.5 was then applied to provide an estimated High Normal Flow Rate (gpm)
5. This rate was then compared to the reference table below to select the proper meter size

Meter Size	**Minimum Measurable Flow Rate (gpm)**	**Maximum Measurable Flow Rate (gpm)**	**High Normal Flow Rate (gpm)**
1”	0.75	50	< 25
1 ½”	1.5	100	26-50
2”	2	160	51-80

Examples

The highest monthly consumption over the past 12 months for Customer A was 8030 cu ft (60,064 gal). Assuming the customer business is open for all 4 weeks of the month at 70 hr/wk, this consumption converts to an average usage rate of 3.57 gpm. We then apply a peaking factor of 2.5 to estimate the High Normal Flow Rate of 8.9 gpm. This is compared to the right column above and the 1” meter is determined to be the right size for this customer.

Customer B has a high monthly consumption of 68,820 cu ft (514,773 gal). Assuming 4 weeks of open business at 70 hr/wk, the average usage rate is 30.64 gpm. When the 2.5 peaking factor is applied, the High Normal Flow Rate is calculated to be 76.6 gpm and the right size meter is 2”.

Respectfully submitted,

Darren W. Gore
Director

Attachments

TELEDYNE ISCO
Everywhereyoulook™

Company:
Murfreesboro Water & Sewer Dept

Address:
2032 Blanton Drive
Murfreesboro, TN 37129

PLEASE ADDRESS PURCHASE ORDER TO:
Teledyne Isco
c/o Kazmier & Associates
4700 Superior Street
Lincoln, NE 65804-1398
Phone: (865) 988-8110
Fax: (865) 988-8187

Date 2/12/2015
Quote # 068-021215LC1

ATTN: Steve Huffman
Phone: 615-848-3225

Reference:

Teledyne Isco is pleased to offer the following quotation as per your request.

Item	Qty	Part Number	Description	Unit Price	Total Price
1	4	68-6710-072	6712FR Refrigerated Sampler (120 VAC, 60 Hz). Includes controller, refrigeration unit, distributor arm, two pump tubes, instruction manual, and pocket guide. Does not include bottle configuration kit.	$ 6,540.00	$ 26,160.00
2	4	60-5314-012	SPA 1012. Modification to 6712FR for 4 Bottle Configuration. Includes a different shelf and the shelf brackets location inside of the cooling box is modified; included are 4 rectangular polyethylene 10-liter containers, bottle locating deck, distributor arm, distributor shaft, two pump tubes and a discharge tube. If ordered as a kit for in-field installation on the 6712FR, add shelf part number 61-2723-028, contact SPA department for details. For one single replacement bottle, order 60-5314-308.	$ 398.00	$ 1,592.00
3	4	60-9004-379	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	$ 103.50	$ 414.00
4	4	Freight11	Refrigerators Sampler Freight, per sampler	$ 205.00	$ 820.00
			TOTAL		**$ 28,986.00**

Please note the following:
These prices are valid for 30 days.
Shipping costs may change if shipping to more than one location. See www.isco.com for anti-boycott statement. This quotation is invalid if the product is to be used outside the United States.
Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at www.isco.com.
Prices are F.O.B. Factory - Prepaid and Added.
Estimated shipment 4 week(s) after receipt of order.
Any applicable sales tax is not included unless noted.
Prices include packing for domestic shipment.

Best Regards:
Brandy Phillips
Manufacturer's Represenative
Teledyne Isco

TELEDYNE ISCO
Everywhereyoulook™

Company:
Murfreesboro Water & Sewer Dept

Address:
2032 Blanton Drive
Murfreesboro, TN 37129

PLEASE ADDRESS PURCHASE ORDER TO:
Teledyne Isco
c/o Kazmier & Associates
4700 Superior Street
Lincoln, NE 65804-1398
Phone: (865) 988-8110
Fax: (865) 988-8187

Date 2/12/2015
Quote # 068-021215LC1

ATTN: Steve Huffman
Phone: 615-848-3225

Reference:

Teledyne Isco is pleased to offer the following quotation as per your request.

Item	Qty	Part Number	Description	Unit Price	Total Price
1	1	68-2970-003	Avalanche Sampler for AC (120/240 V) or external DC (12 V) powered applications, with attached North American AC power cord. Includes distributor arm, instruction manual, pocket guide, two pump tubes, 12 VDC power cable with heavy-duty battery clips, and 12 VDC power cable with cigarette lighter plug.	$ 5,300.00	$ 5,300.00
2	1	68-2970-001	Avalanche 14-bottle configuration. Includes 14 polypropylene 950-ml bottles with caps, two discharge tubes, bottle carrier and adapter.	$ 354.00	$ 354.00
3	1	60-9004-379	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	$ 103.50	$ 103.50
4	1	68-2960-004	Glacier/Avalanche Mobility Kit. Includes frame with lifting handles, pneumatic tires, battery shelf, and pull handle.	$ 501.00	$ 501.00
5	1	60-1684-088	Model 913 High Capacity Power Pack. Converts 120 VAC, 50/60 Hz to 12 VDC. Includes separate output for charging Isco batteries. UL and ULC listed. For use with Isco GLS, 3700, 6100, and 6700 Series Portable Samplers; 4200 Series Flow Meters; and Signature Portable Flow Meters.	$ 244.70	$ 244.70
6	1	Freight11	Refrigerators Sampler Freight, per sampler	$ 205.00	$ 205.00
			TOTAL		**$ 6,708.20**

Please note the following:
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Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at www.isco.com.
Prices are F.O.B. Factory - Prepaid and Added.
Estimated shipment 4 week(s) after receipt of order.
Any applicable sales tax is not included unless noted.
Prices include packing for domestic shipment.

Teledyne Isco · 4700 Superior Street · Lincoln, NE 68504-1398 · P: (800) 228-4373 · F (402) 465-3022
Federal ID#: 95-4888283 Duns #: 07-832-7063

Best Regards:
Brandy Phillips
Manufacturer's Represenative
Teledyne Isco

TELEDYNE ISCO
Everywhereyoulook™

Company:
Murfreesboro Water & Sewer Dept

Address:
2032 Blanton Drive
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Phone: (865) 988-8110
Fax: (865) 988-8187

Date 2/12/2015
Quote # 068-021215LC1

ATTN: Steve Huffman
Phone: 615-848-3225

Reference:

Teledyne Isco is pleased to offer the following quotation as per your request.

Item	Qty	Part Number	Description	Unit Price	Total Price
1	2	68-4310-000	Signature® Ultrasonic flow meter system. Starting price includes base meter 624300005, TIENet 310 ultrasonic level sensor with 32.8 ft (10 m) cable, instruction manual, pocket guide, and coupon for Isco Open Channel Flow Meter Handbook. The price will change as configured options are added to meet customer specifications. Configured options may include mounting hardware, cable lengths, power, I/O, interfaces, communication, totalizer, and rain gauge connector.	2,850.00 $	5,700.00
2	2	60-4304-044	Power cord, 8 foot (2.5 m) long, for North America. Includes cord grip fitting (604304022).	25.00 $	50.00
3	1	Freight6	Ground Freight $5,000.00-$12,499.99	$ 91.00 $	91.00
			TOTAL	**$**	**5,841.00**

Please note the following:
These prices are valid for 30 days.
Shipping costs may change if shipping to more than one location. See www.isco.com for anti-boycott statement. This quotation is invalid if the product is to be used outside the United States.
Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at www.isco.com.
Prices are F.O.B. Factory - Prepaid and Added.
Estimated shipment 4 week(s) after receipt of order.
Any applicable sales tax is not included unless noted.
Prices include packing for domestic shipment.

Best Regards:
Brandy Phillips
Manufacturer's Represenative
Teledyne Isco

CIVIL
INFRASTRUCTURE
ASSOCIATES
Engineering Thriving Communities
602 N. Walnut St., Murfreesboro, TN 37130
www.cia-engineers.com, SBE, WBE, DBE

December 2, 2015

Ms. Valerie Smith, P.E.
Assistant Director, Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Northwest Broad Street SPS Replacements
Proposed Change Order #1
Recommendation Letter
MWSD Project No: 13003, CIA Project No: 2013-02

Dear Valerie:

Attached are four (4) copies of proposed Change Order #1 for the referenced project. The proposed changes are further described below:

Gravity Sewer Layout Revision – Sheet C1.04:

When excavating the existing International Paper SPS wetwell and existing GIS MH# 057C001B (CIA MH #5) several unknown field conditions were encountered:

- 8 inch gravity sewer from businesses across the street did not come straight into existing GIS MH# 056A0010 it has an approximate 45 degree bend in the pipe.
- Existing wetwell is in worse condition than originally thought, circumferential crack completely around entire wetwell, which was not visible until the exterior was excavated. It also has been determined that there is a large leak at a joint in the lower level below the current wetwell liquid level.
- Proximity of existing GIS MH# 057C001B (CIA MH#5) beside the existing wetwell does not allow an additional manhole to be located between them.
- Murfreesboro Outdoors has a grinder pump system that has a 2 inch force main that currently connects into the existing wetwell. An additional old abandoned manhole and cover also exist in this area.

CIA recommends, provided a right of entry is granted by IP, existing GIS MH# 057C001B (CIA MH#5) and the IP SPS wetwell, be removed and replaced with a single new manhole that aligns with the existing gravity sewer from across the street and allows the removal of the 45 degree bend that is in the existing gravity sewer pipe which is undesirable and inconsistent with current State and local design standards. This change includes re-laying approximately 37 linear feet of 8 inch gravity sewer service piping that currently belongs to IP, the removal of the top cone and fill of the abandoned manhole and reconnection of the Murfreesboro Outdoors 2 inch force main. An exchange of quantities related to this change results in a deduct of $45.00 from the Miscellaneous Allowance.

Gravity Sewer Layout Revision – Sheet C1.05:

While preparing for the proposed 24 inch bore and jack across NW Broad Street, the contractor's rock probes indicated a rock elevation of 546.00. It is generally known that the boring augers need about 2 feet of rock cover to stay aligned while boring through rock. The original sewer profile does not allow for the needed 2 feet of rock cover as the

depth of rock was unknown during design. The sewer profile can be deepened slightly at the upstream end to help provide the needed cover. Also attached is a letter from the contractor outlining the quantity exchanges required for the additional work, which results in a deduct of $3500.00 from the Miscellaneous Allowance. These changes do not affect the contract price. Although this change is still not a guarantee of a successful rock bore, it significantly helps minimizes many additional risks to both the contractor and the city.

Items numbers and pricing not in original contract documents:

Item 10.1, shown on the change order, is a gravity sewer cut class not included in the original contract documents because it was not needed at the time. Due to these field changes, it is needed, and the contractor's proposed pricing aligns with the cut class pricing in the contract documents.

Item 21.1, shown on the change order, is the reconnection of the Murfreesboro Outdoors 2 inch force main to the new manhole. Proposed pricing aligns with others of similar work in the contract documents.

Contractor's request for additional time:

In the attached letter from JCumby, they request 14 days be added to the contract time, related to the time needed for consideration of the unknowns encountered during excavation and field exploration as discussed above.

CIA has reviewed these changes and recommends they be approved and the miscellaneous allowance be adjusted accordingly. Note that the total contract price will not be adjusted; only the allowance amount, but the contract time has been adjusted by the requested 14 calendar days. Please review the attachments and if acceptable to you, execute and return one (1) signed copy back to both the contractor and CIA.

If you have any questions, please call.

Sincerely,

Linda Sullivan, P.E.
President
CIA - Civil Infrastructure Associates, LLC

Cc: Darren Gore – MWSD
Greg Shirley – Jcumby, Inc.
Charles White - MWSD

PROJECT:
NW Broad St. SPS Replacements
Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro Tennessee 37130

CHANGE ORDER NUMBER: 1

DATE OF ISSUANCE: December 8, 2015

ENGINEER PROJECT NO: 2013-02

TO:
J. Cumby Construction, Inc.
C/O Mr. Greg Shirley
165 W. Broad Street
Cookeville, TN 38501

ENGINEER:
Civil Infrastructure Associates, LLC
Linda Sullivan, P.E.
602 North Walnut Street
Murfreesboro, TN 37130

The contract is changed as follows (See attached sheets for additional details):

1. Item No. 10.1 - 37 L.F. 8" PVC Gravity Sewer 0-6' Outside Roadway .....(Add) $3,700.00
2. Item No. 14 - 1 Ea. 4' Dia. MH 12-14' ..... (Add) $7,500.00
3. Item No. 15 - 2 Ea. Clean and Epoxy Urethane Line Ex. MH .....(Deduct) $13,000.00
4. Item No. 21 - 1 Ea. Connect New 8" Sewer to Existing MH .....(Add) $ 2,500.00
5. Item No. 21 - 1 Ea. Connect New 8" Sewer to Existing MH .....(Deduct) $ 2,500.00
6. Item No. 21.1 - 1 Ea. Connect Existing 2" Forcemain to New MH .....(Add) $ 250.00
7. Item No. 29 - 1 Ea. Cut, Plug and Abandon Miscellaneous Pipes .....(Deduct) $ 405.00
8. Item No. 31 - 1 Ea. Remove Top Cone of Existing MH Backfill .....(Add) $3,000.00
9. Item No. 33 – Miscellaneous Allow Lump Sum $ 10,000.00 .....(Used) C.O. #1 $3,545.00
10. Remove Existing MH .....(Add) $2,500.00
11. Request for an additional fourteen (14) days for time taken for field directive for lowering bore.

Original Contract Sum was $976,089.00

Net change by previous authorized Change Orders $0.00

The Contract Sum prior to this Change Order was $976,089.00

The Contract Sum will be **(increased/~~decreased~~)** by this Change Order $0.00

The New Contract Sum including this Change Order $976,089.00

The Contract Time will be increased by an additional fourteen (14) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is April 29, 2016.

Authorized:

Engineer:	**Contractor:**	**Owner:**
Linda Sullivan, P.E. Civil Infrastructure Associates, LLC 602 North Walnut Street Murfreesboro, Tennessee 37130	J. Cumby Construction, Inc. 165 W. Broad Street Cookeville, Tennessee 38501	MWS Department 220 NW Broad Street Murfreesboro, Tennessee 37130

Linda Sullivan, P.E.	Greg Shirley	Shane McFarland, Mayor
Date Dec 2 2015	Date	Date

J. Cumby Construction, Inc
General Construction • Construction Management

November 19, 2015

Linda Sullivan, P.E.
Civil Infrastructure Associates
602 North Walnut Street
Murfreesboro, TN. 37130

RE: Northwest Broad Street Sewage Pump Station Replacements
Lowering bore grade costs field directive

Linda:

The intent of this letter is to summarize the costs (as discussed in the project meeting #4) associated with the lowering of the grade on the bore in order to help insure tunneling is avoided, or encountering a mixed soil type bore situation. This would add a new manhole and the costs per bid item 14 is $7,500.00 and add the demolition of a manhole. The cost for demolishing the existing manhole is $2,500.00. This would eliminate the need of cleaning and epoxy lining an existing manholes saving $6,500.00. This results in an add of $3,500.00.

Additionally, we request 14 days be added to the contact time as this is amount of time taken for the field directive to lower the bore to be issued.

Please let me know if you have any questions.

Sincerely,

J. Cumby Construction, Inc

Greg Shirley
Project Manager

165 W. Broad St, Cookeville, Tennessee 38501 • 931.526.5158(P) • 931.526.5171 (F)
www.jcumbyconstruction.com

Smith Seckman Reid, Inc.

November 17, 2015

Mrs. Valerie Smith
Assistant Director, Murfreesboro Water and Sewer Department
P.O. Box 1477
Murfreesboro, TN 37133-1477

RE: **Sinking Creek WWTP Phase 4D Expansion.**
Murfreesboro, TN
Proposed Change Item 1, Revision 2
CG2 2014-338; SRF 2014-339

Dear Mrs. Smith:

Attached are six (6) copies of revision number 2 of proposed Change Item No. 1, including a Summary Log of all proposed changes to date. Change Item No. 1 was requested by the Owner to delete all landscaping shown on the attached drawings, with the exception of the clouded areas.

If approved, this change item results in an increase to the Construction Contingency Allowance from a total of $497,800 to a total of $523,600. There will be no change in the contract time as a result of this change item.

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

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

Marshall Fall, EI
MF/mf
Enclosures

cc: Darren Gore (w/encl) – MWSD
Randy Anglin, TDEC SRF
RBH – SSR (w/encl)
File (1) (w/encl) – 12-41-019.0

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2995 Sidco Drive, Nashville, Tennessee 37204
Tel: 615.383.1113 · Fax: 615.386.8469 · www.ssr-inc.com

CHANGE CONTROL LOG

Owner: Murfreesboro Water & Sewer Department
Project Name: Sinking Creek WWTP Phase 4D Expansion
Contract No. N/A
Engineer: Smith Seckman Reid, Inc.
Contractor: 3D Enterprises Contracting Corporation

Original Contract Amount: $ 30,472,000.00

Contingency Allowance Amount: $ 500,000.00

Adjusted Contingency Allownance Amount: $ 523,600.00

Rejected/Withdrawn
Pending/Under Review
Approved

CCF No.	Change Order No.	Brief Description of Change Item	Status (Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
~~1~~	~~N/A~~	~~RFP - Add Headworks paving, irrigation, piping and landscaping to Phase 4D scope~~	~~Withdrawn~~	~~4/15/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ -~~	~~$ 500,000.00~~	~~$ 30,472,000.00~~
~~1-REV~~	~~N/A~~	~~RFP - Add Headworks paving partial landscaping to Phase 4D scope~~	~~Withdrawn~~	~~6/11/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ -~~	~~$ 500,000.00~~	~~$ 30,472,000.00~~
1-REV2	TBD	RFP-Delete landscaping and irrigation	Pending	8/5/2015	Pending	Pending	$ (25,800.00)	$ (25,800.00)	$ 525,800.00	$ 30,472,000.00
2	2	RFP - Delete diffusers from Post Aeration equipment	Approved	9/1/2015	9/2/2015	9/15/2015	$ (11,200.00)	$ (37,000.00)	$ 511,200.00	$ 30,446,200.00
3	N/A	FO - Change stairs platform from galv to alum.	Approved	4/23/2015	N/A	N/A	$ -	$ (37,000.00)	$ 511,200.00	$ 30,446,200.00
~~4~~	~~N/A~~	~~RFP - Add signal wiring for Main PS pump discharge valves~~	~~Withdrawn~~	~~5/28/2015~~	~~7/28/2015~~	~~8/5/2015~~	~~$ -~~	~~$ (37,000.00)~~	~~$ 511,200.00~~	~~$ 30,420,400.00~~
~~5~~	~~TBD~~	~~RFP - Revise electrical service per MED~~	~~Withdrawn~~	~~6/18/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ (37,000.00)~~	~~$ 511,200.00~~	~~$ 30,394,600.00~~
5-REV	TBD	RFP - Revise electrical service per MED	Under Review	8/10/2015	Pending	Pending	$ -	$ (37,000.00)	$ 511,200.00	$ 30,368,800.00
6	TBD	RFP - Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	$ 7,600.00	$ (29,400.00)	$ 503,600.00	$ 30,343,000.00
7	TBD	RFP - Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	$ 2,500.00	$ (26,900.00)	$ 501,100.00	$ 30,317,200.00
8	TBD	RFP - HVAC upgrade in Post Aeration Control Room	Under Review	9/9/2015	Pending	Pending	$ -	$ (26,900.00)	$ 501,100.00	$ 30,291,400.00
9	TBD	RFP - Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	$ 3,300.00	$ (23,600.00)	$ 497,800.00	$ 30,265,600.00
10	TBD	RFP - Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	$ -	$ (23,600.00)	$ 497,800.00	$ 30,239,800.00
11	TBD	FO - Electrical changes to MCC and control room layouts	Pending	10/7/2015	Pending	Pending	$ -	$ (23,600.00)	$ 497,800.00	$ 30,214,000.00
11-REV1	TBD	RFP - Various electrical changes	Pending	10/20/2015	Pending	Pending	$ -	$ (23,600.00)	$ 497,800.00	$ 30,188,200.00
12	TBD	RFP - Headworks Facility electrical revisions/clarifications	Pending	10/20/2015	Pending	Pending	$ -	$ (23,600.00)	$ 497,800.00	$ 30,162,400.00
13	TBD	WCD - replacement of existing Filter backwash flow meter	Pending	11/9/2015	Pending	Pending	$ -	$ (23,600.00)	$ 497,800.00	$ 30,136,600.00
						Totals	**$ (23,600.00)**		**$ 523,600.00**	**$ 30,472,000.00**

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

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 062415 UNIFORMS AND UNIFORM-REALTED PRODUCTS AND SERVICES

UniFirst Corporation
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be August 18th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name UNIFIRST CORP

Vendor Authorized signature: _____ David M Kak
(Name printed or typed)

Title: SVP Sales & Marketing

Executed this 19th day of August, 20 15 **NJPA Contract Number** 062415-UFC

Contract Award
RFP 062415 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: UniFirst Corporation Date: June 19, 2015

Company Address: 68 Jonspin Road

City: Wilmington State: MA Zip: 01887

Contact Person: Kurt Nussle Title: National Account Executive

Authorized Signature (ink only): Michael E. Ruttner
(Name printed or typed)

ENGINEERING WORK ORDER #15-41-029.0
AGREEMENT FOR ENGINEERING CONSULTING SERVICES
FOR THE
MURFREESBORO AUXILIARY RAW WATER INTAKE GENERATORS

This Work Order, made and entered into by and between the Murfreesboro Water and Sewer Department (MWSD), hereinafter called the "OWNER" and Smith Seckman Reid, Inc., hereinafter called the "ENGINEER", shall be in accordance with our Master Services Agreement and as described herein.

Purpose

This Work Order authorizes and directs the ENGINEER to proceed in providing to the OWNER Design and Bidding Phase services for **the addition of emergency power generation at the Auxiliary Raw Water Intake.**

Project Understanding

The OWNER currently has budgeted for the addition of emergency power generation at the Auxiliary Raw Water Intake. The generation capabilities at the Auxiliary Raw Water Intake will be suitable to operate two of the raw water pumps and ancillary lighting and HVAC systems. Preliminary information collected by the OWNER indicates that the generator will likely be sized at 1000 KW. An indoor Automatic Transfer Switch will be installed in the existing electrical room, however manual load shedding will be required for power management of the generator.

Engineer's Scope of Services

Engineer's services on this project will include Preliminary Design Phase, Final Design Phase, and Bidding Phase services as detailed in the Master Services Agreement. The engineering design will involve the preparation of Construction Drawings and Contract Documents as well as assisting the OWNER in receiving bids for construction. Meetings will be held between the OWNER and ENGINEER to review the proposed design. ENGINEER will seek assistance from the OWNER and will utilize Record Drawing Data to establish the location of existing utilities in the vicinity of the proposed generator. ENGINEER will complete a preliminary set of Construction Drawings for OWNER's review. Upon receipt of OWNER's comments, ENGINEER will finalize the Construction Drawings and Contract Documents and submit to the Tennessee Department of Environment and Construction and local codes department for review.

ENGINEER will attend the bid opening, review and tabulate the bids, and make a recommendation to the OWNER for the award of a construction contract.

If OWNER desires Construction Administration functions, these will be negotiated and added at a later date. Typical Construction Administration functions include attending a

pre-construction conference, issuing a Notice to Proceed, reviewing all shop drawings, reviewing all monthly payment requests and change order requests from the contractor, answering questions regarding the Construction Drawings and Contract Documents, providing record drawings, and making a final inspection for the project close-out. Record drawing information would be provided to the OWNER based on mark-ups provided by the contractor or the project inspector. ENGINEER would also provide a one-year inspection of the Project to determine if any corrective work is required under the warranty.

Resident Project Representative

Should the OWNER require resident project representative services for this project, ENGINEER will provide a representative under the terms established in the Professional Services Agreement. OWNER will authorize use of resident project representative services in writing before any work is performed.

Time of Completion

The engineering design and construction documents will be completed and ready for OWNER review 90 calendar days following notice to proceed.

Resident Project Representative

Should the OWNER require resident project representative services for this project, ENGINEER will provide a representative under the terms established in the Master Services Agreement. OWNER will authorize use of resident project representative services in writing before any work is performed.

Deliverables

ENGINEER will deliver to the OWNER the following:

- Three (3) hardcopies of the final drawings and technical specifications.
- Meeting Minutes from the review meeting.
- Final opinion of probable construction cost.
- Three (3) hardcopies and one (1) electronic copy of the construction drawings and specifications.

Compensation

The Compensation will be in accordance with the attached Engineering Cost Breakdown and has been broken down as follows for the various services:

Design and Bidding Phase Services:	**Hourly with Not To Exceed price of $39,960.00**
Geotechnical & Other Investigations:	**Reimbursable at cost**
Outside Plotting and Printing:	**Reimbursable at cost**
Out of Town Travel:	**Reimbursable at cost**
Resident Project Representative:	**At current rate in Master Services Agreement – currently $85 per hour (if authorized)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the

_____day of _____ 2015.

SMITH SECKMAN REID, INC.

By:_____

Title: _____

WITNESS

By:_____

Title:_____

CITY OF MURFREESBORO

By:_____

Title:_____

WITNESS

By:_____

Title:_____

APPROVED AS TO FORM:

_____
City of Murfreesboro Legal Department

Murfreesboro Water & Sewer Department
Auxiliary Raw Water Intake Generator Addition
Preliminary Estimate of Manpower

			TOTAL	Summary								
				Project Principal	Project Manager	Senior Engineer	Registered Engineer	Engineer Intern	Sr. Designer	Designer	Technician	Admin/ Clerical
Task 1- Preliminary Design Phase												
	SubTask 1.1	Kickoff Meeting	11	4	4		1	2				
	SubTask 1.2	Data Collection and Assimilation	8					5	3			
	SubTask 1.3	Site Survey/ Geotechnical Evaluation	5		5							
	SubTask 1.4	Preliminary Electrical Evaluation	2		2							
	SubTask 1.5	Preliminary Structural Evaluation	2		2							
	SubTask 1.6	Preliminary I&C Evaluation - SCADA	2		2							
	SubTask 1.7	Preliminary Equipment Selection	8						8			
	SubTask 1.8	30% Design Submittal	30	2	7				16			5
Task 1 Subtotal Hours			**68**	**6**	**22**		**1**	**7**	**27**			**5**
Task 1 Subtotal Cost			**$8,845**	**$1,050**	**$3,190**		**$125**	**$700**	**$3,480**			**$300**
Task 2- Final Design Phase												
	SubTask 2.1	Site Design	5			5						
	SubTask 2.2	Erosion Protection/Sediment Control Design	10			10						
	SubTask 2.3	Structural Design	10			10						
	SubTask 2.4	Electrical/Instrumentation Design	16					10	6			
	SubTask 2.5	Contract Document Preparation	85		8		2	40	35			
	SubTask 2.6	Construction Cost Estimate	8		8							
	SubTask 2.7	90% Design Submittal	22	2	8			5	2			5
	SubTask 2.8	TDEC/ Codes Submittal Process	21		8				8			5
	SubTask 2.9	100% Design Submittal	23		8		1	5	4			5
Task 2 Subtotal Hours			**200**	**2**	**40**	**25**	**3**	**60**	**55**			**15**
Task 2 Subtotal Cost			**$23,650**	**$350**	**$5,800**	**$3,625**	**$375**	**$6,000**	**$6,600**			**$900**
Task 3- Bidding and Negotiating Phase												
	SubTask 3.1	Preparation of Advertisement for Bids	4		2							2
	SubTask 3.2	Pre- Bid Meeting	12	4	4				4			
	SubTask 3.3	Requests for Information	16		8			4	4			
	SubTask 3.4	Addenda Preparation	17		8				4			5
	SubTask 3.5	Bid Evaluation and Recommendation	2		2							
	SubTask 3.6	Contract Preparation and Recommendation	10		5							5
Task 3 Subtotal Hours			**61**	**4**	**29**			**4**	**12**			**12**
Task 3 Subtotal Cost			**$7,465**	**$700**	**$4,205**			**$400**	**$1,440**			**$720**
LABOR HOURS			**329**	**12**	**91**	**25**	**4**	**71**	**94**			**32**
LABOR COST			**$39,960**	**$2,100**	**$13,195**	**$3,625**	**$500**	**$7,100**	**$11,520**			**$1,920**

. . .

TASK ORDER NO. 15-07

November 16, 2015

BETWEEN

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

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

January 28, 2015 thru January 28, 2016

FOR

Pump Replacement in Pump Station #28

Task Order No. 15-07

BACKGROUND

Pump Station 28 (V.A. Station) was installed in 1990; it replaced an existing station that was installed in 1973. The original station had two (2) 1200 gpm pumps and replaced with existing station that has (3) 975 gpm pumps. With the deterioration and constant maintenance of these pumps and motors it has become a concern to staff that a failure is possible in the near future. At this time one has been burnt from a power failure and is running at about 50% efficiency, one pump is running at about 65% efficiency, the third pump runs constantly to maintain flows levels. With the increasing development in this area staff feels it has become necessary to replace the pumps. We have located the original supplier of the pumps and they are able to furnish three 1200 gpm pumps that will replace the existing pumps footprint without changing any piping.

SCOPE OF WORK

Listed below is the estimated cost for JBS under this Task Order to furnish all labor to complete the replacement of the existing pumps and discharge valves in pump station #28 with new pumps and valves furnished by the department.

FISCAL IMPACT

The project will pay for out of 2014-2015 Reserve Account.

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	2	$75.00	$150.00
Project Mgr (OT)		$110.00	
Superintendent (RT)		$65.00	
Superintendent (OT)		$100.00	
Pipefitter/Welder (RT)	54	$50.00	$2,700.00
Pipefitter/Welder (OT)		$75.00	
Sprinkler Fitter (RT)		$42.00	
Sprinkler Fitter (OT)		$63.00	
Electrician (RT)	16	$50.00	$800.00
Electrician (OT)		$75.00	
Apprentice/Helper (RT)	16	$36.00	$576.00
Apprentice/Helper (OT)		$54.00	
Expediter/Delivery (RT)		$28.00	
Expediter/Delivery (OT)		$42.00	
Machine Shop Millwright (RT)		$56.00	
Machine Shop Millwright (OT)		$88.00	
HVAC/Plb Service Tech (RT)		$64.00	
HVAC/Plb Service Tech (OT)		$96.00	
Air Compressor Tech (RT)		$64.00	
Air Compressor Tech (OT)		$96.00	
Laborer - Skilled (RT)	24	$30.00	$720.00
Laborer - Skilled (OT)		$45.00	

Description	Qty (hrs)	Rate	Extended
Laborer - Unskilled (RT)		$21.00	
Laborer - Unskilled (OT)		$32.00	

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		$15.00	
Power Threader		$15.00	
Mini/Midi Hammer		$12.00	
Variable Reach Forklift		$26.00	
Pickup Truck	70	$15.00	$1,050.00
Scissor Lift		$18.00	
Skid Steer		$25.00	
Boom Man Lift		$29.00	
Cat 420D Backhoe		$33.00	
Street Plate		$7.00	
185 CFM Compressor		$15.00	
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		$21.00	
Total Station EDM		$115.00	
15 ton Boom Truck*		N/A	
30-50 Ton RT Crane*		$225.00	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		$10.00	
6" Hydraulic Pump		$16.00	

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

Materials	
Misc Parts / Components	$650.00

TOTAL ESTIMATED AMOUNT $6,646.00*

JBS note: Includes labor to replace three (3) FM valves in addition to the pumps. Valves to be provided by MWSD and are assumed to have the same dimensions as existing valves. JBS includes the flange packs for the valves.

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:	City:
John Bouchard and Sons Company	City of Murfreesboro Water and Sewer Dept.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to Form: _____

David Ives, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

GUTHRIE SALES & SERVICE CO. INC.
7003 Chadwick Drive, Suite 300
Brentwood, Tennessee 37027
(615) 377-3952 • Fax (615) 373-2701
e-mail: john@jtguthrie.com

QUOTATION

To: City of Murfreesboro

Attn: Jimmy Stacey

Date December 2, 2015

Terms **Net 30**

Delivery **12 – 14 weeks ARO**

Price is FOB factory with freight allowed to Murfreesboro, TN
No tax included.

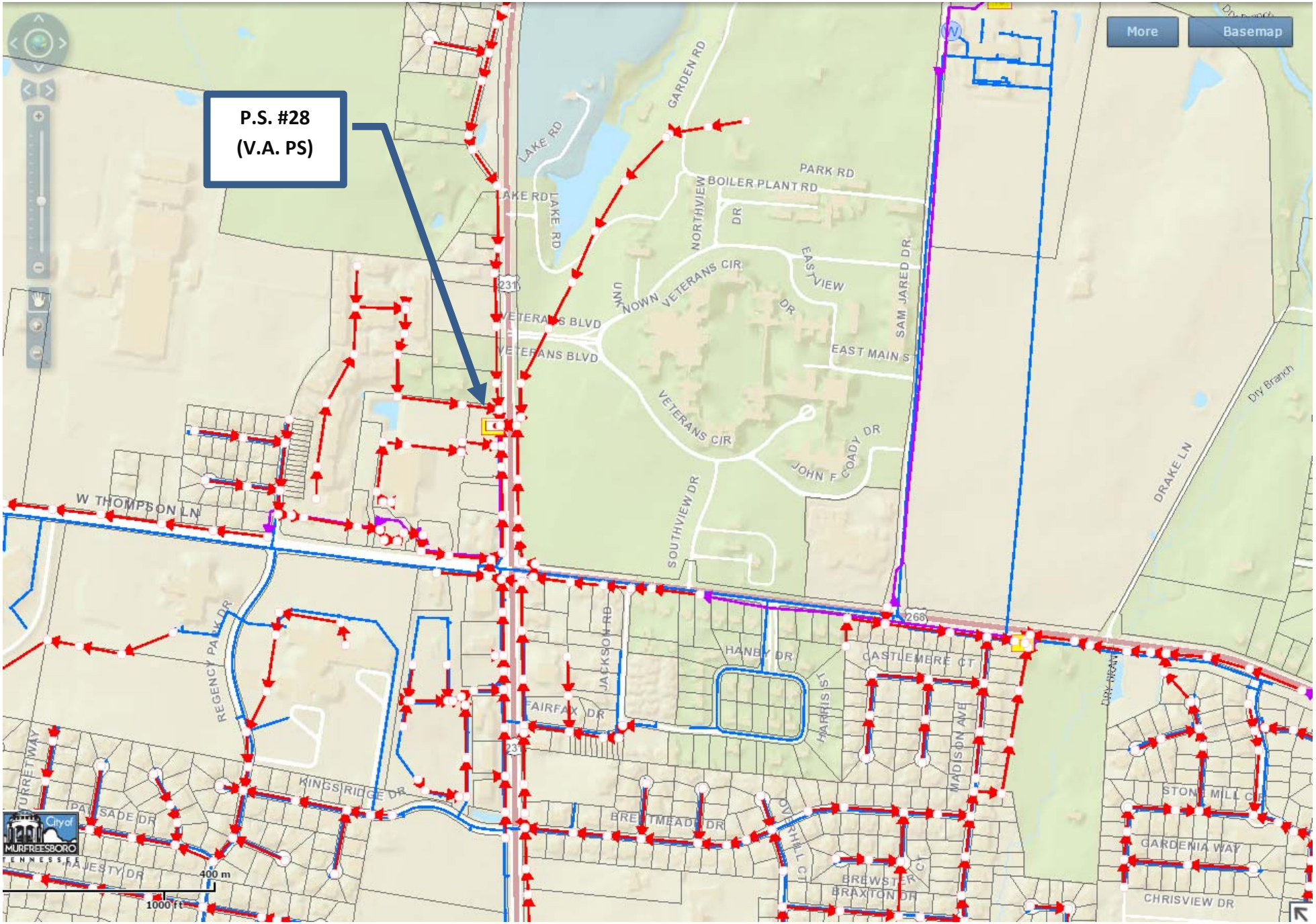
RE: Pump Station # 28

Guthrie Sales & Service is pleased to quote on your inquiry as follows:

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
3	Fairbanks Model 5" B5434 vertical non-clog built together pump rated for **1200 GPM @ 53' TDH**. SAME SIZE AS EXISTING PUMP BUT HAS A **1180 RPM** MOTOR	$ 14,743.00	$ 44,229.00
3	10" F. E. Resilient seated gate valve, handwheel	$ 1,426.00	$ 4,278.00
			$ -
			$ -
			$ -

TOTAL PRICE **$ 48,507.00**

Quoted by: *John F. Park, Jr.*


P.S. #28
(V.A. PS)
More
Basemap
GARDEN RD
LAKE RD
PARK RD
BOILER PLANT RD
NORTHVIEW DR
EAST VIEW DR
SAM JARED DR
UNKNOWN
VETERANS CIR
VETERANS BLVD
EAST MAIN ST
VETERANS CIR
JOHN F COADY DR
SOUTHVIEW DR
W THOMPSON LN
DRAKE LN
Dry Branch
REGENCY PARK DR
JACKSON RD
HANBY DR
CASTLEMERE CT
HARRIS ST
MADISON AVE
FAIRFAX DR
KINGSRIDGE DR
BRENTMEADE DR
OVERHILL CT
BREWSTER CT
BRAXTON DR
STONE MILL CT
GARDENIA WAY
CHRISVIEW DR
City of MURFREESBORO
400 m
1000 ft

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

January 5, 2016

CONSENT AGENDA
For January 7, 2016

Re: Acquisition of 204 West Vine Street

Honorable Mayor McFarland and City Council Members:

Background.

The City is preparing to reconstruct the alley running from Main Street to Vine Street between Maple and Walnut Streets. As a part of that project, the current overhead utilities will be placed underground. After studying available options, it has been determined that acquisition of the 20 ft. x 40 ft. (approximate) lot behind Dr. Hopkins' office for placement of underground utility vaults and pedestals is the most convenient and economical solution.

This lot sold in August 2012 for $30,000 and again in September 2014 for the same amount. Greg Peck appraised it for the City in October 2015 for $30,000.

The current owner has agreed to sell to the City for $36,000, subject to Council approval.

The City's standard policy for property acquisition is to offer 10% more than the appraised value for a consensual sale, and condemn if acquisition at or about that price is not feasible. While the proposed acquisition price is more than 10% above the appraised value, considering the size of the transaction, staff believes that acquisition at this price will be substantially less costly overall than a condemnation.

Fiscal Impact.

Funding will be covered by an existing TML loan covering this alley reconstruction project.

Recommendation.

It is recommended that Council approve the acquisition of 204 West Vine Street and authorize the City Manager to execute the attached Contract for Purchase and Sale of Real Property.

Legal Department
111 W. Vine St. * PO Box 1044 * Murfreesboro, Tennessee 37133-1044 Phone 615 849 2616 * Fax 615 849 2662 * TDD 615 849 2689
www.murfreesborotn.gov

Concurrences.

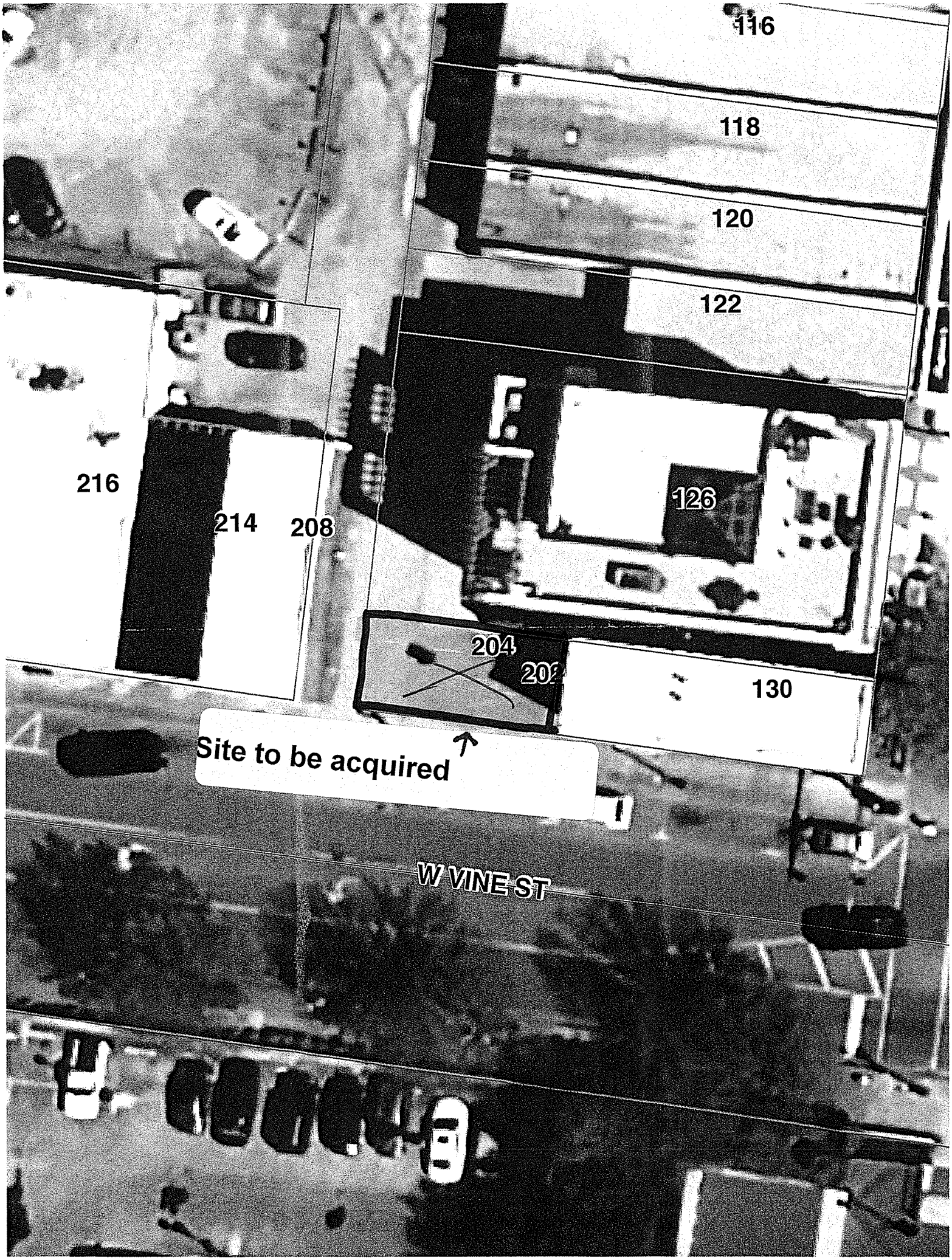
The City Engineering Department, City Manager, and Murfreesboro Electric Department concur in this recommendation.

Attachments.

1. Overhead photo showing property to be acquired.
2. Contract for Purchase and Sale of Real Property.

Respectfully submitted,

David A. Ives
City Attorney


116
118
120
122
126
216
214
208
204
202
130
Site to be acquired
W VINE ST

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This contract is entered into by and between the **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee ("City"), and Shane Williams and wife, Kristy Williams ("Seller").

WHEREAS, Seller is the owner of record of certain real estate located in Rutherford County, Tennessee, identified on Exhibit A attached hereto (the "Property"); and

WHEREAS, Seller is willing to sell the Property and City wishes to purchase this Property under the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the premises and of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. City agrees to purchase and Seller agrees to sell this Property, subject to the terms and conditions contained in this Contract.

2. The purchase price shall be **Thirty Six Thousand and No/100 Dollars ($36,000.00)**.

3. The closing on the Property will take place on or before January 15, 2016 at the Law Office of Rick Mansfield, 110 S. Maple Street, Murfreesboro, Tennessee. Possession will be delivered at closing.

4. Taxes on this Property for the year of transfer shall be prorated to the date of closing.

5. At the closing, Seller shall convey the Property to City by a Warranty Deed to be prepared by City in form acceptable to City and Seller, and City shall pay the purchase price to Seller.

6. Closing is conditional on the City being satisfied that Seller can convey good and marketable title to City. City will obtain a title report at City's sole cost and expense. If City elects to obtain title insurance, it will be at City's sole expense.

7. City will pay all normal closing costs. Seller will pay any attorney fees incurred by Seller. Seller will pay any real estate commission due to any real estate company or broker with respect to this sale.

8. In the event of default by either party, the non-defaulting party shall have all rights and remedies permitted or allowed under the law and in equity.

9. The closing is contingent upon approval of this Contract by the City Council.

10. This Contract is binding upon the heirs, successors and assigns of the Seller and, after approval of the City Council, upon the successors and assigns of City.

IN WITNESS WHEREOF, City and Seller have set forth their hands below as of the day of the last to sign below.

CITY OF MURFREESBORO

BY:_____
ROBERT J. LYONS

Title: City Manager

DATE:_____

SELLERS:

_____
SHANE WILLIAMS

_____
KRISTY WILLIAMS

DATE: 12-22-15

APPROVED AS TO FORM:

_____
DAVID A. IVES, City Attorney

APPROVED BY CITY COUNCIL: _____

EXHIBIT A

Tax Map 091NB Group F Parcel 020.00

Being a lot known as 204 West Vine Street, Murfreesboro, located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by Edwin C. Loughry, Jr. (Record Book 811, page 1577); on the east by David G. Hopkins (Record Book 273, page 1952); on the south by West Vine Street; and on the west by an alley.

Beginning at a point on the edge of the concrete sidewalk at the intersection of the north margin of West Vine Street and the east side of an alley, said point being the SW corner of this lot; thence running with the east side of the alley N-00°40'29"-W, 18.59 feet to an iron pin set, being the NW corner of this lot; thence with the south line of Loughry N- 89°45'28"-E, 39.82 feet to a point at the corner of a building (Hopkins), being the NE corner of this lot; thence with the west side of said building (Hopkins) S-00°31'55"-E, 18.59 feet to a point at the corner of the building, being the SE corner of this lot; thence with the north line of West Vine Street, S-89°45'27"-W, 39.77 feet to the point at the beginning; containing 740 square feet, or 0.02 acres, more or less.

Source of title being instrument recorded at Record Book 1325, page 1196, Register's Office of Rutherford County, Tennessee.

SAINT ROSE ★ CATHOLIC SCHOOL

Saint Rose of Lima Catholic School

Learning, Love & Service

1601 North Tennessee Boulevard
Murfreesboro, Tennessee 37130
www.school.saintrose.org

Office: (615) 898-0555 Fax: (615) 890-0977

December 16, 2015

Georgia Mashotto
Main Street Banner
PO Box 1139
Murfreesboro, TN 37133-1139

Dear Mayor and City Council,

I am requesting a banner be hung over Main Street for Saint Rose of Lima School Run for the Feast 5k and Fun Run. I would like the banner to be hung from September 19th to September 27th 2016. A banner will be provided with the proper specifications.

Thank you in advance,

Kelly Frank

Director of Advancement

November 19, 2015

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, November 19, 2015, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Gary Whitaker, Building & Codes Director
Interim Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Donald Anthony, Principal Planner
Dana Richardson, Transportation Director
Chris Griffith, City Engineer
Gary Foulks, Fire & Rescue Chief
Amelia Kerr, Sign Administrator
Sam Huddleston, Environmental Engineer
Glen Godwin, Director of Human Resources

Council Member Bill Shacklett recognized Ms. Monica Syler with the Salvation Army who commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ms. Syler updated the Council on the Homeless Shelter and College Ready Programs. Revenues from the Salvation Army Store and bell ringers during the holidays support these much needed programs in the community.

The Human Resources Director recognized Captain Robert Canterbury, Murfreesboro Fire & Rescue Department, as the STARS Award recipient for this month. In an off-duty capacity, he put into action his firefighter instincts and quick thinking which allowed him to assist a life threatening two-car crash in front of his house until EMS and the Fire Department came on the scene. Mayor McFarland presented the STARS Award to Captain Canterbury acknowledging his courage and care by putting his life on the line to save the lives of others. Fire Chief Mark Foulks presented Captain Canterbury with the Meritorious Coin for Meritorious Service and a Letter of Commendation. Mayor McFarland recognized his family who were also present.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Principal Planner:
   A. Mandatory Referral adjacent to 2206 Memorial Boulevard.
   B. Mandatory Referral adjacent to 2104 Memorial Boulevard.

2) Letter of recommendations from the Transportation Director: Contract with Regional Transportation Authority (RTA) for Provision of Transit Services for FY 2016.

3) Letter of recommendations from the Parks & Recreation Director:
   A. Buy One, Get One Free & 25% Discount Specials for Sports*Com & Patterson Community Center.
   B. Youth Party for Adams Tennis Complex.

4) Letter of recommendations from the Chief of Police: Purchase of replacement police motorcycle.

5) Letter of recommendations from the Environmental Engineer: Proposal for Annual Operation & Maintenance Activities for Landfill Gas Management System for Old Murfreesboro City Landfill on West College Street.

6) Letter of recommendations from the Airport Commission:
   A. Change Order No. 1 to Contract with LoJac and associated with Federal Grant 75-0214 for Runway Extension Project.
   B. Change Order No. 3 to Contract with LoJac and associated with State Grant 75-0121 for Runway Extension Project.
   C. Addendum No. 1 to Work Authorization with ATKINS and associated with State Grant 75-0121 for Runway Extension Project.

7) Banner requests across East Main Street:
   A. Rutherford County Habitat for Humanity: October 28-November 7, 2016 (Event: Cookin' to Build).
   B. Parks & Recreation Department: December 23-31, 2015 (Event: New Year's Day 5K).

(Insert letters from the Principal Planner, Transportation Director, Parks & Recreation Director, Chief of Police, Environmental Engineer and Airport Commission here.)

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

Vice-Mayor Young made a motion to approve the minutes as written and presented for the regular meetings held on October 15, 2015 and October 22, 2015; special meeting held on October 29, 2015; regular meeting held on October 29, 2015; special meetings held on November 2, 2015 and November 5, 2015; and regular meeting held on November 5, 2015. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 15-O-64 amending the Murfreesboro City Code, Chapter 12-Fire Prevention, Section 12-27, Seasonal Use of Fireworks," which passed first reading on November 5, 2015, was read to the Council and offered for passage on second reading upon motion made Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-54 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 58.7 acres along Compton Road as Planned Residential Development (PRD) District, simultaneous with annexation; Green Trails & Kevin Estes, applicants [2014-432]," which passed first reading on November 5, 2015, was read to the Council and offered for passage on second reading upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-55 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 6.1 acres along Roxburghe Court as Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Zsolt and Renae Muller, applicants [2015-418]," which passed first reading on November 5, 2015, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing and consider approval of a Certificate of Compliance for Joye Apanowicz, Jeff Appanowicz, and Grant Apanowicz at In & Out Tobacco & Beer, 225 North Rutherford Boulevard, Suite H.

The City Recorder/Finance Director stated this application is for a new location. The background requirements have been met and, if approved, it will move forward to the State of Tennessee ABC Board before a retail package store can be opened.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the Certificate of Compliance do so at this time. There was no one present who wished to speak for or against the application and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Vice-Mayor Young made a motion to approve a Certificate of Compliance for Joye Apanowicz, Jeff Appanowicz, and Grant Apanowicz at In & Out Tobacco & Beer, 225 North Rutherford Boulevard, Suite H. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-58 adopted by the City Council on October 15, 2015, to consider a proposed amendment to rezone approximately 3.4 acres along Lytle Street from Highway Commercial (CH) District and General Office Residential (OG-R) District to Planned Institutional Development (PND) District; Rutherford County Government, applicant [2015-424]. Notice of said public hearing was published in the November 2, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the request for the Rutherford County Judicial Center and the associated parking garage with that facility. The proposed use is not allowed in the current zoning classifications of Highway Commercial (CH) and General Office-Residential (OG-R) Districts, and the bulk limitations of maximum building height and minimum building setbacks requirements in these zones would not facilitate the type of urban redevelopment proposed by the applicant. Staff looked at the Central Business District (CBD) Zone; however, the proposed Judicial Center Building would still require a variance to the maximum building height as well as landscaping requirements in this zone were not appropriate for this development. The Planned Institutional Development (PND) zoning was recommended to the applicant because it would provide assurances to the City regarding the quality of the development as well as allow for the zoning to be tailored to the specific proposed uses and site design. The location of the proposed Judicial Center is bounded on its east side by North Church Street, West Burton Street, East Lytle Street and North Maple Street. The location of the parking garage (location of old DNJ offices) is bounded by North Maple Street, West Lytle Street and North Walnut Street. The southeast corner of the tract, where the Judicial Center will be located, is the present location of the Drug Court Building. This facility will remain at this location and be part of the PND rezoning request. Mr. Blomeley recognized Mr. Brick Murfree, Law Firm of Murfree & Murfree, who introduced the project and Mr. Matt Taylor, SEC, Inc., gave a power point presentation on details of the proposed six-story building and the four-story parking garage with the option of adding two additional stories in the future to this facility. Mr. Taylor addressed questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 3.4 acres along Lytle Street from Highway Commercial (CH) District and General Office Residential (OG-R) District to Planned Institutional Development (PND) District do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-58 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Lytle Street from Highway Commercial (CH) District and General Office Residential (OG-R) District to Planned Institutional Development (PND) District; Rutherford County Government, applicant [2015-424]," was read to the Council and offered for passage on first reading upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-62 adopted by the City Council on October 15, 2015, to consider a proposed amendment to the conditions applicable to approximately 9.7 acres in Parcel E of the Victory Station Planned Unit Development (PUD) District located along Fortress Boulevard so as to allow an aged/assisted care living facility; Murfreesboro IL-AL Investors, applicant [2015-420]. Notice of said public hearing was published in the November 2, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, stated that an amendment was made to Parcel F, located to the north, for an assisted living facility/home for the aged earlier this year; however, it was discovered wetlands existed on the property, and the applicants decided to move forward with relocating it to Parcel E. Mr. Blomeley noted that Parcel F would probably come back to Council for another amendment. The existing property is approved for commercial retail development with a maximum square footage of 133,500 and 445 parking spaces. The proposed mix of units would include: 176 dwelling units including 102 independent living units; 48 assisted living units; and 26 memory care units. The Planning Commission conducted a public hearing after which they unanimously

approved this recommendation. Mr. Blomeley recognized Mr. Randy Caldwell, Regan-Smith-Associates, who gave a presentation on the proposed development which is basically the same as what was proposed in "Parcel F". Mr. Bishop, Smith/Packett Med-Com, LLC, developer of subject property, was also present. Mr. Blomeley noted that the Program Book was somewhat outdated, and the correct information would be forwarded to Council prior to second reading. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to "Parcel E" of the Victory Station Planned Unit Development (PUD) District located along Fortress Boulevard do so at this time. There was no one present who wished to speak for or against the proposed amendment and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-62 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 9.7 acres in Parcel E of the Victory Station Planned Unit Development (PUD) District located along Fortress Boulevard as indicated on the attached map; Murfreesboro IL-AL Investors, applicant [2015-420]," was read to the Council and offered for passage on first reading upon motion made by Mr. Washington, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-59 adopted by the City Council on October 15, 2015, to consider rezoning approximately 3.4 acres located along Summit Court from Single-Family Residential Fifteen (RS-15) District to Duplex Residential (RD) District; John Jones, applicant [2015-425]. Notice of said public hearing was published in the November 2, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, stated that subject property is a two-family dwelling that was constructed in 1980 and zoned for single-family purposes. In 1986, the property was annexed and came into the City with an interim Residential Single-Family Fifteen (RS-15) classification because there was not a companion zoning change requested.

Single-family and two-family dwellings are permitted by right within the Residential Duplex (RD) District. The Planning Commission included 4 additional parcels for study under the residential duplex classification. Four of the five parcels are developed with two-family dwellings which are duplexes and one of the parcels is developed with a single-family dwelling. The existing use is considered a lawfully established, non-conforming use and would not have the right to be reconstructed as a two-family dwelling if it were completely damaged or destroyed. The single-family dwelling is permitted by right in the Residential Duplex (R-D) Zone so it can continue to be single-family or it can be converted to a two-family dwelling. The property owner, Dorothy Norris, has requested rezoning her property to Residential Duplex (RD) District to allow the existing use by right with intentions of subdividing the parcel. The applicant, Mr. John Jones, was present. The Planning Commission recommends rezoning all five parcels to Residential Duplex (RD) District. Ms. Green confirmed that the existing duplexes have been zoned single family for many years.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 3.4 acres located along Summit Court from Single-Family Residential Fifteen (RS-15) District to Duplex Residential (RD) District do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-59 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Summit Court from Single-Family Residential Fifteen (RS-15) District to Duplex Residential (RD) District; John Jones, applicant [2015-425]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-61 adopted by the City Council on October 15, 2015, to consider rezoning approximately 6.6 acres along New Salem Highway from Highway Commercial (CH) District to Residential Multi-Family Sixteen (RM-16) District;

Cornerstone Development, applicant [2015-421]. Notice of said public hearing was published in the November 2, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, stated that subject property is located north of New Salem Highway (HWY 99) and north of Salem Creek Drive. Surrounding zoning includes RS-15 (Methodist United Fellowship Church and Boxwood Plantation House); to the west, property is zoned RM-16 (Westbury Farms Apartment Community); further to the west is Publix at Salem Shopping Center; to the east is zoned Commercial Fringe (CF) District which is the future location of a Wal-Mart Neighborhood Market; and Saint Andrews Place to the north is zoned Planned Residential Development (PRD) District. This portion of New Salem Highway is on the Major Thoroughfare Plan which is proposed to be widened by TDOT; however, no timeframe has been identified for those future improvements. The applicants desire to rezone a portion of subject property (6.6 acres) to coincide with an overall development plan. At the Planning Commission public hearing, there were several comments regarding the Master Plan; however, what is being considered at this time is only the rezoning of the 6.6 acres to Residential Multi-Family Sixteen (RM-16) District. Any review or approval of the Master Plan is a function of the Planning Commission. Ms. Green recognized Mr. Matt Taylor, SEC, Inc., who commented on the purpose of this rezoning to provide a front door and a presence out on New Salem Highway. Vice-Mayor Young stressed the importance of another access out onto HWY 99.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 6.6 acres located along New Salem Highway from Highway Commercial (CH) District to Residential Multi-Family Sixteen (RM-16) District do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-61 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 6.6 acres along New Salem Highway from Highway Commercial (CH) District to Residential Multi-Family Sixteen (RM-16) District; Cornerstone Development, applicant [2015-421]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington

Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-57 adopted by the City Council on October 1, 2015, to consider amending Murfreesboro City Code Chapter 25¼-Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803]; City of Murfreesboro Legal and Building & Codes Departments, applicant. Notice of said public hearing was published in the November 2, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Amelia Kerr, Sign Administrator, highlighted the proposed changes to Temporary Signs, Section 25-1/4-25, to include definitions, prohibited, exempted from permit, violations and penalties, and conditionally allowable temporary signs. It has also been proposed to include several new types of signs which have not been addressed or regulated in the past to include "equipment and machinery signs", "murals", "public art signs", "feather signs" and "sandwich board signs". Additionally, it is proposed to revise definitions and regulations to existing temporary signs which include "window signs", vehicle signs", "inflatable signs" and "directional signs". Through meetings with the citizens, business owners, Planning Commission and staff, there were important revisions made to several types of signs within the Temporary Sign section, and the significant changes were to include window signs, directional signs, inflatables, feather signs, other temporary signs and string lighting. The proposed allowable signage to window signs is proposed to be 25% on all ground floor windows and 15% on all upper floor windows. All windows on doors would have 2.25 square feet on that window within the door. The use of window frame lighting, whether by continuous strip lighting or by string lighting, illuminating the perimeter of one or more window panes is prohibited. As requested by sign companies, the compromise for directional signs less than a 4 foot square area would not require a date on the event sign, and feather signs would be allowed according to industry standards at 14′ overall height as opposed to 12′ overall height. The number and regulation of other types of temporary signs will be uniform throughout the City at three temporary signs per single lot of record and all signs having a 32 square foot display area and a 12 foot overall height. String lighting was prohibited in Murfreesboro except between November 15th and January 15th and only allowed in Commercial Highway and Heavy Industrial Zones. The proposed revision would allow for white or clear string lighting all year and colored string lighting between November 15th and January 15th in all zones. Commercial inflatables have been added to be allowed in

all non-residential zones for 30 consecutive days. The proposed amendments were unanimously recommended to Council by the Planning Commission on September 16, 2015. Ms. Kerr addressed comments and questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendments to Chapter 25¼, Sections 2, 23, 25 and 29, regarding exempt signs, temporary signs, and certain non-conforming signs, do so at this time.

Ms. Evelyn Kiviniemi, 919 NW Broad Street, found this new version of the Sign Ordinance to be much better that originally proposed; however, businesses rely on their windows for advertising, and she still finds the new version burdensome.

Mr. Christopher Tobear, 2103 Sherrill Boulevard, felt removing the ability of signage to inform the community of events would greatly hurt businesses and the community.

Ms. Jennifer Durand, President of the Downtown Business Association, stated that business owners still feel the sign information is unclear and confusing as to the reason why it needs to be changed especially when it was related to safety.

There were no others present who wished to speak for or against the proposed Sign Ordinance amendments.

Mr. Shacklett stated that an incorrect version of the ordinance was listed on the City's website and requested that this public hearing remain open and be continued at the December 3, 2015 City Council meeting. The City Manager indicated the older version was posted incorrectly on one site and a correct version posted on another site. The City Attorney stated that the City had met the requirements for advertising this public hearing and did not see a problem with listing its continuation under "Old Business" on the December 3, 2015 City Council Agenda. Mr. Shacklett felt it would give the public more time to review and ask questions about the changes being proposed. Council concurred. Mayor McFarland tabled action on the ordinance at this time.

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

(Insert letter dated November 6, 2015 here with regards to Contract with Ragan-Smith-Associates, Inc. for Small-Area Study and Land Use Plan for "Highland Avenue Cultural Arts District".

Mr. Blomeley, Principal Planner, stated that the area of study includes the East Lytle Street corridor from the downtown district to Middle Tennessee Boulevard and North Highland Street/North Maney Avenue corridor from West Clark Boulevard to Lytle Street. He noted that the proposed Small-Area Study will work towards the goal that the Murfreesboro 2035 Plan is advocating. Mr. Randy Caldwell with Ragan-Smith-Associates, Inc. was

present. The Principal Planner and Interim Planning Director addressed comments and questions from the Council.

Mr. Shacklett made a motion to accept the recommendation of the Principal Planner to approve a Contract with Ragan-Smith-Associates, Inc. to conduct a Small-Area Study and develop a Land Use Plan for the "Highland Avenue Cultural Arts District" with funding "not to exceed" $75,000 per FY 2015-2016 and FY 2016-2017 Planning Department Budgets and contingent upon review and approval from the Legal Department. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 19, 2015 here with regards to a Contract with Ragan-Smith-Associates, Inc. to conduct a Small-Area Study and Land Use Plan for the Lower Broad area.)

Mr. Donald Anthony, Principal Planner, stated that this will be a two-year study guided by a steering committee consisting of community members and City leaders. The contract proposes to include in the study properties located north of Broad Street, east of North Church Street and west of Memorial Boulevard/Old Fort Parkway overpass as well as the intersection of quadrants of North Church Street and Broad Street, the City Hall across Broad Street and properties to the west that include The Discovery Center. Mr. Randy Caldwell, Ragan-Smith-Associates, Inc., addressed questions and comments from the Council noting that the Small-Area Study and Land Use Plan for "Highland Avenue Cultural Arts District" would also have a steering committee.

Vice-Mayor Young made a motion to accept the recommendation of the Principal Planner to approve a Contract with Ragan-Smith-Associates, Inc. to conduct a Small-Area Study and develop a Land Use Plan for the Lower Broad area with funding "not to exceed" $75,000 per FY 2015-2016 and FY 2016-2017 Planning Department Budgets and contingent upon review and approval from the Legal Department. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 5, 2015 here with regards to scheduling a public hearing to consider an Annexation Plan of Services and Annexation Petition for approximately 70.1 acres located along Blackman Road; zoning request along Blackman Road for approximately 53 acres with 42.8 acres zoned Highway Commercial (CH) District and 10.4 acres zoned Commercial Fringe (CF) District, simultaneous with annexation; and Annexation Plan of Services and Annexation Petition for approximately 5.96 acres located along Foxfire Court.)

The following RESOLUTION 15-R-PH-65 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-65 here scheduling a public hearing for January 7, 2016 to consider (1) adoption of a Plan of Services for and annexation of approximately 70.1 acres and (2) zoning (CH) (CF) of approximately 53 acres along Blackman Road which have been proposed to be annexed to the City of Murfreesboro, Tennessee [2015-508 & 2015-427].)

The following RESOLUTION 15-R-PH-66 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-66 here scheduling a public hearing for January 7, 2016 to consider (1) adoption of a Plan of Services for and annexation of approximately 5.96 acres along Foxfire Court which have been proposed to be annexed to the City of Murfreesboro, Tennessee [2015-507].)

The following letter of recommendations from the City Engineer and Transportation Director was presented to the Council:

(Insert letter dated November 13, 2015 here with regards to First Amendment to MOU with MTSU for widening of Middle Tennessee Blvd; Contract for reconstruction & widening of Middle Tennessee Blvd; Contract Amendment for Design Services on Middle Tennessee Blvd; and Contract for Geotechnical Observation & Testing Services.)

Mr. LaLance made a motion to accept the recommendation of the Transportation Director to approve the First Amendment to the Memorandum of Understanding (MOU) between the City of Murfreesboro and Middle Tennessee State University for the widening of Middle Tennessee Boulevard. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mr. LaLance made a motion to accept the recommendation of the City Engineer to approve a Contract with Jarrett Builders, Inc. from Nashville, Tennessee with a corrected bid total of $15,786,359.60 for reconstruction and widening of Middle Tennessee Boulevard, to be funded through Federal, Local (MTSU and City's TML Loan) and impacted utilities, subject

to review and approval by the City Attorney. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion to accept the recommendation of the City Engineer to approve a Contract Amendment with Wiser Consultants, LLC in the amount of $712,210.27 with a revised Contract amount of $1,086,603.59, to be funded through Federal, Local (MTSU and the City's TML Loan) and impacted utilities, subject to review and approval by the City Attorney. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The City Engineer noted that his letter for the next item on the agenda incorrectly stated that TTL, Inc. performed the testing services for Joe B. Jackson Parkway project. They have, however, performed services for numerous other projects in the City.

Mr. LaLance made a motion to accept the recommendation of the City Engineer to approve a Contract with TTL, Inc. for a proposed fee of $352,350.00, to be funded through Federal, Local (MTSU and the City's TML) and impacted utilities, for Materials Testing Services for the Middle Tennessee Boulevard project. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the Fire & Rescue Chief was presented to the Council:

(Insert letter dated November 16, 2015 here with regards to a Settlement Agreement with Spartan Motors USA, Inc.)

Mr. Shacklett made a motion to accept the recommendation of the Fire & Rescue Chief to approve a Settlement Agreement with Spartan Motors USA, Inc. in the amount of $100,000, to be funded from 2010 CIP, and to be credited towards a Spartan ER Legend Series Pumper. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 16, 2015 here with regards to Consultant for telecommunications related matters.)

The City Attorney stated that funding would come from the Legal Department Budget for "Outside Services". He addressed questions and comments from the Council.

Mr. LaLance made a motion to accept the recommendation of the City Attorney to approve the retention of Mr. Walker and his firm, Bradley Arant Boult Cummings, Nashville, Tennessee, for consulting services in telecommunication related matters and authorize the Mayor to execute the Retention Agreement. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The Human Resources Director presented a suggested form for the 2015 City Manager Performance Evaluation which incorporates competencies as provided by ICMA for City Managers as well as provides a goal attainment section. There was discussion regarding semi-annual reviews instead of annual reviews to address immediate concerns, evaluation format, proposed dates for completion, results of evaluation hand-delivered and a proposed date for a public meeting. The Human Resources Director requested that completed evaluation forms be turned in by December 7, 2015 with results of evaluation hand-delivered on December 14, 2015.

Mr. LaLance made a motion to schedule a special meeting of City Council for review of the City Manager's Performance Evaluation on Thursday, January 7, 2016, at 5:30 p.m. in the Council Chambers at City Hall. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented Beer Permit Applications for Dollar General Store #12961, 4125 Manson Pike, Suite A and Dollar General Store #14076, 2015 Mercury Boulevard. Both of these applications were previously approved by Council on August 28, 2014 under a different store manager. They are now ready to move forward with this application, and it is being resubmitted for Council approval. Both applications are pending completion of all building and codes requirements. Beer Permit Applications were also submitted for Main Street Smokes and Brews, 1511 East Main Street (new location); Speedy Mart, 2014 East Main Street (ownership change); Cathay Asian Bistro, 1845 S. Church Street (ownership change); and The Hoof BBQ, 352 West Northfield Boulevard, Suite 4F (ownership/name change). All of these applications are pending completion of building and codes requirements.

Vice-Mayor Young made a motion to approve Beer Permits for Dollar General Store #12961, Dollar General Store #14076, Main Street Smokes and Brews, Speedy Mart, Cathay Asian Bistro, and The Hoof BBQ upon successful completion of all building and codes inspections. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland did not have any boards or commission appointments to be made at this time.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director its payment be approved:

From Airport Fund:

Eastern Aviation Fuels, Inc.	$82,087.66

Mr. Smotherman made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Under other business, the following letter of recommendations from the City Manager was presented to the Council:

(Insert letter dated November 19, 2015 here with regards to Habitat for Humanity demolition request for 207 Richardson Avenue.)

Mr. Washington made a motion to authorize the City Manager to proceed with demolition at 207 Richardson Avenue for Habitat for Humanity. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 19, 2015 here with regards to Change Order No. 1 for the Lytle Street realignment project.)

Vice-Mayor Young made a motion to accept the recommendation of the City Engineer to approve Change Order No. 1 decreasing the contract by $15,224.00 for a new contract total of $2,177,581.10 and the addition of 30 days. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Mr. LaLance revisited the idea of a Council retreat that was discussed earlier in the year. The City Manager suggested that Council submit their suggestions to him so that he can pull together information on some options as to what can be accomplished and the cost of a facilitator, if needed. It was the general consensus of Council to prioritize goals without spending a lot of money on a consultant.

There being no further business, Mayor McFarland adjourned this meeting at 9:52 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

December 3, 2015

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:45 p.m. on Thursday, December 3, 2015, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Rob Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Georgia A. Meshotto, Administrative Aide II

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to step up to the podium.

Mr. Steve Reeves, 2724 Blooming Oak Place, stated he is the founder and Executive Director of Howard's Hope which is a non-profit charity dedicated to providing youth in Middle Tennessee access to programs in areas of health, education and recreation with an emphasis on water survival training and aquatic safety. The Fly Fish Program provides funds necessary for children in low income households to participate in swim lessons free of charge. The Angel Fish Program gives parents an opportunity to provide swim lessons at reduced rates for their child and, at the same time, provide swim lessons for a disadvantaged child through a tax deductible donation to the Flying Fish Program. Both programs are hosted through a partnership with Middle Tennessee State University Aquatics Department. There were 31 children who completed these programs this summer. Registration has already begun for next year's programs and, at the current rate of enrollment, it is anticipated that free swim lessons will be provided to approximately 200+ children. Howard's Hope is endorsed by Rutherford County Emergency Medical Services and their mission has the full support of Murfreesboro and Rutherford County fire and law enforcement agencies. More information can be obtained from their website, Howard's Hope.org.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 6:47 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

December 3, 2015

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, December 3, 2015, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Craig Tindall, Special Counsel
Gary Whitaker, Building & Codes Director
Interim Planning Director
Amelia Kerr, Sign Administrator
Lanny Goodwin, Parks & Recreation Director
Georgia A. Meshotto, Administrative Aide II

Council Member Eddie Smotherman commenced the meeting with a prayer, remembering those suffering from the recent tragedy in California. Ms. Meredith Lee, student from Providence Christian Academy and a member of Youth Leadership Rutherford, led those present with the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Airport Manager: Bid from Keystone Construction for repair of T-hangar unit damaged in fire.

2) Letter of recommendations from the City Attorney: Extension of Lease for 1734 S. Rutherford Boulevard.

3) Letter of recommendations from the Transportation Director:
A. Annual Traffic Signal Maintenance: Contract Amendment No. 2 with S & W Electrical Contractors, Inc.
B. Annual Pavement Marking Services: Contract Amendment No. 1 with Kerr Bros. & Associates, Inc.

4) Letter of recommendations from the Assistant Transportation Director: Contract 75UROP-S3-007 with Tennessee Department of Transportation for State matching funds.

5) Letter of recommendations from the Solid Waste Director: Procurement of Toter 96-Gallon EVR Universal Carts, Model 76596 from Toter LLC's National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson, AZ.

6) Letter of recommendations from the Chief of Police:
A. Purchase of an Automated Fingerprint Identification System (AFIS).
B. Purchase of a LiveScan Fingerprint Capturing System.
C. Purchase of replacement police vehicles.

7) Letter of request from City Recorder/Finance Director: Acknowledgment of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.

(Insert letters from the Airport Manager, City Attorney, Transportation Director, Assistant Transportation Director, Solid Waste Director, Chief of Police and City Recorder/Finance Director here.)

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

An ordinance, entitled "ORDINANCE 15-O-64 amending the Murfreesboro City Code, Chapter 12-Fire Prevention, Section 12-27, Seasonal Use of Fireworks," which passed first reading on November 5, 2015 and second reading on November 19, 2015, was read to the Council and offered for passage on third and final reading upon motion made Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-O-64 here.)

An ordinance, entitled "ORDINANCE 15-OZ-54 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 58.7 acres along Compton Road as Planned Residential Development (PRD) District, simultaneous with annexation; Green Trails & Kevin Estes, applicants [2014-432]," which passed first reading on November 5, 2015 and second reading on November 19, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-54 here)

An ordinance, entitled "ORDINANCE 15-OZ-55 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 6.1 acres along Roxburghe Court as Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Zsolt and Renae Muller,

applicants [2015-418]," which passed first reading on November 5, 2015 and second reading on November 19, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-55 here.)

An ordinance, entitled "ORDINANCE 15-OZ-58 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Lytle Street from Highway Commercial (CH) District and General Office Residential (OG-R) District to Planned Institutional Development (PND) District; Rutherford County Government, applicant [2015-424]," which passed first reading on November 19, 2015, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-62 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 9.7 acres in Parcel E of the Victory Station Planned Unit Development (PUD) District located along Fortress Boulevard as indicated on the attached map; Murfreesboro IL-AL Investors, applicant [2015-420]," which passed first reading on November 19, 2015, was read to the Council and offered for passage on second reading upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-59 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Summit Court from Single-Family Residential Fifteen (RS-15) District to Duplex Residential (RD) District; John Jones, applicant [2015-425]," which passed first reading on November 19, 2015, was read to the Council and offered for passage on second reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-61 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 6.6 acres along New Salem Highway from Highway Commercial (CH) District to Residential Multi-Family Sixteen (RM-16) District; Cornerstone Development, applicant [2015-421]," which passed first reading on November 19, 2015, was read to the Council and offered for passage on second reading upon motion made by Mr. LaLance, seconded by Mr. Washington. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Under old business, Mayor McFarland announced that the continuation of the public hearing held on November 19, 2015 with regards to amendments to Murfreesboro City Code Chapter 25¼-Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803], City of Murfreesboro Legal and Building & Codes Departments, applicant, would continue at this time. This public hearing was published in the November 2, 2015 issue of a local newspaper. Mayor McFarland invited those present who wished to speak for or against the proposed amendments to the Sign Ordinance do so at this time.

Mr. Michael Scott, Signs by Scott, stated he has dealt with sign ordinances in five states and did not feel the City would ever have a good ordinance until it includes people from the sign industry, business people and City staff.

Ms. Laura Walsh, 734 Greenland Drive, favored colored lighting year-round and did not understand how restricting it would benefit anyone.

Ms. Morgan Winfrey, 919 NW Broad Street, did not find any reasons for order, safety or public benefit in the sign changes.

There were no others present who wished to speak for or against the proposed changes to the Sign Ordinance and, after ample time had passed, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-O-57 amending Murfreesboro City Code, Chapter 25¼-Signs, Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803]," was read to the Council and offered for passage on first reading.

The Sign Administrator addressed the process leading up to the point of the revised changes in the ordinance and responded to the individual concerns of Council regarding changes to string lighting used to frame windows, time frame on use of colored lights during the year, percentage of windows covered with signs and the safety aspect. Council felt that the purpose of the ordinance is to have something that is simple and easy to understand and enforceable as well as provide individuals with the ability to comply with these regulations and not have changes that will restrict small businesses from communicating to its customers.

Mr. Smotherman made a motion to approve ORDINANCE 15-O-57 on first reading with the section on window signs increased from 25% to 50% and exclude any reference to string lighting. Mr. Shacklett seconded the motion. Upon roll being called, motion failed by Mr. Shacklett and Mr. Smotherman voting "Aye" and Mr. LaLance, Mr. Washington, Vice-Mayor Young and Mayor McFarland voting "Nay".

Mr. Smotherman made a motion to approve ORDINANCE 15-O-57 on first reading excluding any reference to string lighting. Mr. Washington seconded the motion. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: Bill Shacklett

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

(Insert letter dated November 2, 2015 here with regards to
2015-2019 (CIP) Capital Improvement Project.

The City Manager reviewed the Five-Year Capital Improvement Plan which is based on constraints of the City's Financial Policies and operating budget. The Assistant City Manager noted changes in the CIP from the November 5, 2015 work session which included an additional $4.8 Million in School funds on hand allowing some projects to move forward in Administration (Energy Savings Program) and making estimates more current on projects in Communications (renovation of offices and Council Chambers) and Parks & Recreation Department (Miracle Field at McKnight). There is an increase in year two for Schools (Energy Efficiency Program) and capital projects included in year one for the Solid Waste Department which is dependent on the State grant. The City Manager addressed comments from Council regarding transportation and funding of State roads.

Mr. LaLance made a motion to accept the recommendation of the City Manager to approve the proposed 2015-2019 Capital Improvement Plan (CIP). Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Mr. LaLance made a motion to appoint Mr. Rollie Holden, Jr. to replace Mr. Andrew "Andy" Rubin and reappoint Ms. Marci Richmond and Mr. Ross Spielman to the Linebaugh Library Board with terms ending November 1, 2018. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

A future appointment to the Power Board would be considered at the next scheduled Council meeting.

The City Recorder/Finance Director presented for approval a Special Event Permit for Children's Museum Corporation d/b/a Discovery Center, 502 SE Broad Street (Event on January 21, 2016) and a Beer Permit Application for Buster's Place (ownership change), 1615 NW Broad Street. All requirements have been met by the applicants.

Mr. LaLance made a motion to approve a Special Event Beer Permit for Discovery Center and a Beer Permit for Buster's Place. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The following statements were presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director their payment be approved:

From General Fund:

Rutherford County CVB	$ 29,703.75

From Airport Fund:

Eastern Aviation Fuels, Inc.	$ 25,463.93

Mr. Smotherman made a motion to approve payment of the statements as recommended by the City Manager and City Recorder/Finance Director. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland reminded everyone of the Christmas Tree Lighting event on the Square at 6:00 p.m. on Friday, December 4, 2015, and the New Year's Day 5-K Run or Walk at 10:00 a.m.

There being no further business, Mayor McFarland adjourned this meeting at 8:34 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

December 10, 2015

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, December 10, 2015, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Craig Tindall, Special Counsel
Gary Whitaker, Building & Codes Director
Interim Planning Director
Matthew Blomeley, Principal Planner
Robert Lewis, Planner
Amelia Kerr, Sign Administrator
Gary Anderson, Finance & Administrative Services
Director/Murfreesboro City Schools
Angela Jackson, Assistant Parks & Recreation Director
Allison Davidson, Parks & Recreation Fitness/
Wellness Coordinator
Georgia A. Meshotto, Administrative Aide II

Vice-Mayor Doug Young commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Transportation Director: Cherry Lane Extension (Sulphur Springs Road to NW Broad Street), TDOT Agreement 110327-Amendment Number 1.

2) Letter from City Recorder/Finance Director: Acknowledgment of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.

3) Letter of recommendations from the Community Development Director: Use of CDBG Funds through the Acquisition of Real Property Program for 638/640 North Academy Street.

4) Letter of recommendations from the Airport Commission: Change Order No. 4 for balance of Grants & Contracts for Runway Extension & Lighting Improvement Project.

5) Letter of recommendations from the Human Resources Director: Renewal of Stop Loss Insurance Contract.

6) Letter of recommendations from the City Attorney: Amend "Effective Date" of Employee Handbook Sections 1002-Vacation Leave; 1003-Sick Leave; 1008-Holidays; 1010-Types & Methods of Compensation; 1023-Call in to Duty; 1041-Employee Timekeeping; and 1043-Standby Obligation & Compensation.

7) Letter of recommendations from the Facilities Maintenance Superintendent: Final Change Order No. 1 and Final Pay Request for City Hall Elevator Maintenance & Service Contract.

8) Letters of recommendation from the Purchasing Director:
   A. Purchase of tires, repair parts, sublets and lubricants using approved Cooperative Agreements, State Contract and other Local and National Contracts.
   B. Award of Contract for Request for Qualifications, RFQ-19-2015, for Valuation Services.
   C. Bids for purchase of Christmas Grocery Gift Cards for full-time employees.

9) Letter of recommendations from the Chief of Police: Payment request for Annual Maintenance of Rocket Modems.

10) Requests to hang banner across East Main Street:
   A. Rutherford County Relay for Life: April 22-29, 2016.
   B. Greenway Art Festival: August 30-September 9, 2016.

(Insert letters from the Transportation Director, City Recorder/Finance Director, Community Development Director, Airport Commission, Human Resources Director, City Attorney, Facilities Maintenance Superintendent, Purchasing Director and Chief of Police here.)

Mayor McFarland removed Item 8B from the Consent Agenda to be discussed under the regular agenda later in the meeting.

Mr. LaLance made a motion to approve the Consent Agenda with the exception as noted. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 15-OZ-58 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Lytle Street from Highway Commercial (CH) District and General Office Residential (OG-R) District to Planned Institutional Development (PND) District; Rutherford County Government, applicant [2015-424]," which passed first reading on November 19, 2015 and second reading on December 3, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-58 here.)

An ordinance, entitled "ORDINANCE 15-OZ-62 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 9.7 acres in Parcel E of the Victory Station Planned Unit Development (PUD) District located along Fortress Boulevard as indicated on the attached map; Murfreesboro IL-AL Investors, applicant [2015-

420]," which passed first reading on November 19, 2015 and second reading on December 3, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-62 here.)

An ordinance, entitled "ORDINANCE 15-OZ-59 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.4 acres along Summit Court from Single-Family Residential Fifteen (RS-15) District to Duplex Residential (RD) District; John Jones, applicant [2015-425]," which passed first reading on November 19, 2015 and second reading on December 3, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-59 here.)

An ordinance, entitled "ORDINANCE 15-OZ-61 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 6.6 acres along New Salem Highway from Highway Commercial (CH) District to Residential Multi-Family Sixteen (RM-16) District; Cornerstone Development, applicant [2015-421]," which passed first reading on November 19, 2015 and second reading on December 3, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett

Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-0Z-61 here.)

An ordinance, entitled "ORDINANCE 15-O-57 amending Murfreesboro City Code, Chapter 25¼-Signs, Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803]," which passed first reading on December 3, 2015, was read to the Council and offered for passage on second reading.

The following letter from the City Attorney was presented to the Council:

(Insert letter dated December 9, 2015 here with regards to proposed ORDINANCE 15-O-57 amending the Sign Ordinance.)

The City Attorney and Council discussed at length the amendments regarding string lighting and window signs. It was suggested by the City Attorney to allow staff and the Planning Commission an opportunity to revisit the issue of "string lighting" and come back with some alternatives for Council to consider.

Mr. LaLance made a motion to approve Section 25¼-24(A)(11) "string lighting" as written. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye" except Mr. Shacklett and Mr. Smotherman voted "Nay".

Mr. LaLance made a motion to approve Section 5(C)(3) "window frame lighting" as written. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye" except Mr. Shacklett and Mr. Smotherman who voted "Nay".

Mr. Smotherman made a motion to approve amendments to the definitions of "Window Sign-Permanent" and "Window Sign-Temporary". Mr. LaLance seconded the motion and all members of the Council present voted "Aye" except Mr. Shacklett voted "Nay".

Vice-Mayor Young made a motion to amend the effective date of the window sign provisions from May 19, 2016 to June 3, 2016. Mr. Washington seconded the motion and all members of the Council present voted "Aye" except Mr. Shacklett voted "Nay".

An ordinance, entitled "ORDINANCE 15-O-57 amending Murfreesboro City Code, Chapter 25¼-Signs, Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803]," which passed first reading on December 3, 2015, was read to the Council and offered for passage on second reading, as amended, upon motion made by Mr. Washington, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: Bill Shacklett

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

(Insert letter dated December 7, 2015 here with regards to ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment for a full-time Electrical Inspector position in the Building & Codes Department).

An ordinance, entitled "ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment)," was read to the Council and offered for passage on first reading upon motion made by Mr. Washington, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct public hearings, pursuant to RESOLUTION 15-R-PH-63 adopted by the City Council on October 15, 2015, to consider (1) adoption of a Plan of Services, (2) annexation and (3) zoning for approximately 12.6 acres located along Osborne Lane which have been proposed to be annexed to the City of Murfreesboro, Tennessee [2015-506 & 2015-423]. Notice of said public hearings were published in the November 23, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the request for annexation of approximately 12.6 acres located along Osborne Lane. Subject property is contiguous with the existing City Limits to the south and to the west, and it is within the City's Urban Growth Boundary. The applicant has requested annexation in order to benefit from City-provided services for potential development of the property. Staff conducted an Annexation Feasibility Study and Plan of Services which indicates the City will be able to provide services upon the effective date of annexation. No right-of-way is included in the annexation request as the Osborne Lane right-of-way in front of subject parcel is already inside the City Limits. A zoning application for Single-Family Residential Twelve (RS-12) District has been requested simultaneous with this annexation and will be considered in the next public hearing. The Planning Commission unanimously recommended approval of this annexation request. Mr.

Blomeley recognized the presence of Mr. Stuart Conway. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the adoption of a Plan of Services and annexation of approximately 12.6 acres located along Osborne Lane do so at this time.

Mr. Joe Morton and his wife, Paula, residents on Osborne Lane, questioned if there are any plans to improve the narrow street.

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

The Principal Planner reviewed the process of annexation and zoning. It was noted that Mr. Conway is not a residential developer but has purchased the property in order to have it annexed and zoned to market for possible residential development by someone other than himself.

The following RESOLUTION 15-R-PS-63 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PS-63 here to adopt a Plan of Services for approximately 12.6 acres located along Osborne Lane [2015-506]; Stuart Conway, applicant.)

The following RESOLUTION 15-R-A-63 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-A-63 here to annex approximately 12.6 acres located along Osborne Lane, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2015-506]; Stuart Conway, applicant.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing to consider a zoning request for approximately 12.6 acres to Residential Single-Family Twelve (RS-12) District simultaneous with annexation.

Mr. Matthew Blomeley, Principal Planner, stated this request is consistent with zoning to the west, northwest, south and recently annexed property to the north. The Planning Commission conducted a public hearing and unanimously recommended approval of zoning subject property to Residential Single-Family Twelve (RS-12) District simultaneous with annexation. Mr. Blomeley addressed questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 12.6 acres located along Osborne Lane to Residential Single-Family Twelve (RS-12) District, simultaneous with annexation, do so at this time. There was no one present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-63 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 12.6 acres along Osborne Lane as Single-Family Residential Twelve (RS-12) District; Stuart Conway, applicant [2015-423]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert letter dated December 3, 2015 here with regards to scheduling public hearings to consider PRD Amendment in Sheffield Park PRD along Veterans Parkway; rezone area along Otter Trail (RM-16); and PRD Amendment in Three Rivers PRD east of Cason Lane.)

The following RESOLUTION 15-R-PH-68 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-68 here to schedule a public hearing for January 7, 2016 to consider a proposed amendment to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].)

The following RESOLUTION 15-R-PH-69 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-69 here to schedule a public hearing for January 7, 2016 to consider a proposed amendment to rezone approximately 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428].)

The following RESOLUTION 15-R-PH-70 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-70 here to schedule a public hearing for January 7, 2016 to consider a proposed amendment to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD); Green Trails, LLC, applicant [2015-430].)

The following letter of recommendations from the Parks & Recreation Commission was presented to the Council:

(Insert letter dated December 10, 2015 here with regards to adoption of Healthways Prime and Healthways SilverSneakers Fitness Programs.)

The Parks & Recreation Fitness/Wellness Coordinator discussed the benefits of the Healthways Prime and Healthways SilverSneakers Fitness Programs and answered questions and comments from the Council.

Mr. LaLance made a motion to accept the recommendation of the Parks & Recreation Commission to adopt the Healthways Prime and Healthways SilverSneakers Fitness Programs at Sports*Com and Patterson Community Center and authorize the Mayor to sign all necessary documents. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the City Schools Finance & Administrative Services Director was presented to the Council:

(Insert letter dated November 15, 2015 here with regards to approval of Energy Efficiency Schools Initiative (EESI) Contract, Loan with the State and Additional Funds from the City.)

The Assistant City Manager noted that the third item in the recommendation for additional funds from the City is included in the Capital Improvement Plan (CIP) adopted at the December 3, 2015 Council meeting.

The City Schools Finance & Administrative Services Director stated that this recommendation for the Energy Efficiency Schools Initiative (EESI) Program provides funding for upgrades to the school facilities.

Mr. Smotherman made a motion to accept the recommendation of the City Schools Finance & Administrative Services Director to approve the Guaranteed Performance Contract with ESG and approve a loan from the State of Tennessee EESI Program. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mr. Washington made a motion to approve the recommendation of Mayor McFarland to reappoint Mr. Bill Allen, Mr. Larry Wilkerson and Mr. Whit Turnbow (MTSU) to the Murfreesboro Golf Commission for another three-year term ending January 31, 2019 and approve the recommendation of the City Manager to appoint Ms. Irene Pitts-McDonald to the Power Board to fulfill the term of Mr. Robert Scales ending June 30, 2016. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director indicated there were no Beer Permit Applications to consider at this time.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director its payment be approved:

From Airport Fund:

Eastern Aviation Fuels, Inc.	$ 47,887.18

Mr. Smotherman made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The Assistant City Manager presented the following letter from the Purchasing Director that was pulled from the Consent Agenda:

(Insert letter dated December 10, 2015 here with regards to award of Contract for Request for Qualifications, RFQ-19-2015, for Valuation Services.)

The Assistant City Manager updated the Council on how the process has proceeded to the point of where it is at this time with the next step being an initial valuation. Following

completion of the initial valuation, City Council and MED Board will schedule a joint meeting to examine the valuation and determine if additional work would be required.

Mayor McFarland stated that MED Director, Steve Sax, has announced his retirement as of June 2017. He indicated he would forward information from the last Power Board meeting to update the Council on salary studies and important decisions that will have to be made at the City's utility.

Mr. LaLance made a motion to award a contract with GAI Consultants in the amount of $19,000 for valuation services regarding Murfreesboro Electric Department. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye" except Mr. Washington voted "Abstain".

Under other business, the following letter of recommendations from the City Attorney was presented to the Council:

(Insert letter dated December 9, 2015 here with regards to effective date of Taxation of Non-Cash Benefits.)

Mr. Washington made a motion to accept the recommendation of the City Attorney to approve the effective date of taxation of non-cash benefits to February 4, 2016. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland reminded everyone of the New Year's Day 5K at Barfield Crescent Park, 10:00 a.m.; Polar Bear Plunge at Sports*Com, January 9, 2016; and Christmas Parade on December 13, 2015, 2:00 p.m.

Mayor and Council wished everyone a Merry Christmas and Happy New Year!

There being no further business, Mayor McFarland adjourned this meeting at 8:43 p.m.

_____
SHANE MCFARLAND - MAYOR

ATTEST:

_____
MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 15-O-57 amending Murfreesboro City Code, Chapter 25¼—Signs, Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs. [2015-803]

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

SECTION 1. Section 25¼-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended by adding the following new definitions in alphabetical order.

Beacon: Any stationary or revolving light with one (1) or more beams that projects or flashes illumination into the atmosphere or is directed at one (1) or more points that are not on the same zone lot. Beacon includes cannon lights, search lights, lasers and other such devices.

Equipment/Machinery Sign: Attached sign that is incorporated into/onto machinery, equipment, cart corals, gas pumps, vending machines, newspaper racks, telephone booths, fee collection boxes or any other similar device.

Feather Sign: A wind activated feather, blade or teardrop shaped sign of flexible material attached to a support pole that is normally inserted into a receptacle in the ground.

Mural: Painting or graphics applied directly to a wall or permanent surface other than a window which contains no advertising material.

Public Art: Items expressing creative skill or imagination in a visual form, such as painting or sculpture which are intended to beautify or provide aesthetic influences to public areas or areas which are visible from the public right of way and which contain no advertising material.

Sandwich Board: A stationary, double faced temporary sign that is ground supported; also known as an A-frame sign.

Vehicle Sign: a permanent or temporary sign affixed to, painted on, or placed in or upon any motor vehicle, trailer, or other devise capable of being towed.

Window sign – permanent. A sign, regardless of content, that is painted on or etched into the inside or outside of a window, or a window sign installed pursuant to a sign permit. Product/merchandise placed as a display and not attached to the window or window frame is excluded from this definition.

Window Sign – temporary. A sign that is attached to a window or a window frame that is not permanent.

SECTION 2. Section 25¼-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended by deleting the following definitions in their entirety and substituting in lieu thereof the following.

Convenience sign: A permanent sign not exceeding 3 square feet in surface area.

Enter / Exit sign: A sign not exceeding 5 square feet in surface area directing traffic movement to, from or within a zone lot.

Pennant: A temporary sign which is a colored, flexible material sometimes bearing an emblem, logo, symbol, or other markings suspended or projecting from a private light pole, perimeter pole, canopy poles or other similar poles but not including utility poles or flag poles.

Pole sign: A temporary, limited use on-site sign which is used for promotional-type advertising attached to a perimeter pole, a private light pole, canopy pole or other similar poles, but not including utility poles or flag poles.

SECTION 3. Section 25¼-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended by adding a new subsection (3) to the definition of "*Inflatables*" as follows:

(3) A fan powered, air-activated device is considered an "inflatable" for purposes of this Chapter 25¼.

SECTION 4. Section 25¼-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended by deleting the definition of "*Temporary window sign*" in its entirety.

SECTION 5. Section 25¼-23, Exemptions, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the following.

SECTION 25¼-23 EXEMPTIONS.

(A) *The following items that could be considered as coming within the definition of a "sign" are not subject to regulation by this Chapter 25¼:*
- (1) Signs and other devices erected, posted or otherwise established by any governmental agency regulating traffic.
- (2) Public Art.
- (3) Murals on a side or rear wall.

(B) *The following signs are allowed without a sign permit or permit fees*:
- (1) Flag signs of 24 square feet or less which are not mounted on or displayed from a flagpole as defined in Code §25¼-2 .
- (2) Enter/Exit signs not exceeding 5 square feet and not more than 4 feet overall height. Illumination is allowed in accordance with Code §25¼-26; an electrical permit is required with applicable fee. Must be at least 1 foot from R.O.W. and may be placed under power line or in an easement at sign owner's risk. May include a logo.
- (3) Convenience signs not more than 3 square feet. Illumination is allowed in accordance with Code §25¼-26; an electrical permit is required with applicable fee. Must be at least 1 foot from R.O.W. and may be placed under power line or in an easement at sign owner's risk. May include a logo.
- (4) Temporary signs, except as otherwise provided in Code §25¼-25.
- (5) Governmental signs.
- (6) Window signs that are in conformity with the provisions of subsection (C) of this Code §25¼-23.
- (7) Flagpoles to be erected, prepared, altered or relocated on a lot which is lawfully being used for either a single family or two (2) family residential use, regardless of zoning district.
- (8) Vehicle signs that are not prohibited by Code §§25¼-24 or 25¼-25.
- (9) Equipment and machinery signs that do not exceed 2 square feet for each 1 linear foot of the side to which it is attached.

(C) *Window signs*:
- (1) In all non-residential zones and non-residential use areas of a PUD or MU zone:
  - (a) On ground or basement level floors, total window signage, whether or not installed pursuant to a sign permit, shall not cover more than twenty five percent (25%) of the total window surface of any façade, excluding doors on the façade. Any window signage installed pursuant to a sign permit shall be included in the total maximum allowable attached signage for the applicable façade.
  - (b) On ground or basement level doors that include a window, signage shall not exceed 2¼ square feet each.
  - (c) On all floors above ground level floors, window signage shall not cover more than fifteen percent (15%) of the surface of any window, with each window considered separately.

(2) Any permanent window sign installed prior to the adoption of this ordinance on first reading shall be exempt from the provisions of this subsection (C).
(3) In all zones, the use of window frame lighting, whether by a continuous light strip or other similar product, illuminating the perimeter of one (1) or more individual window panes or a group of window panes, is prohibited.

(D) *Compliance with applicable provisions*. Exemption from permit and fee requirements shall not be construed as relieving the owner of such signs from the responsibility of complying with all other applicable provisions of this chapter.

(E) *No preference*. Nothing in this section shall favor a commercial sign over a noncommercial sign. A non-commercial message may be displayed on any of the signs or types of signs set forth in this Code §25¼-23.

(F) *Severable*. The provisions of this Code §25¼-23 shall be deemed to be severable. In the event that any part or provision of this Code §25¼-23 is found to be invalid or unenforceable, all other provisions of this Code §25¼-23 shall remain in full force and effect. In the event that any exemption in this Code §25¼-23 is held to be invalid as a "content-based" regulation, the sign or item that would have been exempt will be considered and regulated as an "other temporary sign" in accord with the remaining provisions of this Chapter 25¼, without regard to its content.

SECTION 6. Section 25¼-25, Temporary Signs, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the following.

SECTION 25¼-25 TEMPORARY SIGNS.

(A) *Purpose of temporary sign regulations*: Limited temporary signs are allowed in order to provide reasonable opportunities for communication while protecting the aesthetics of the City and avoiding confusion and clutter. With respect to the provisions regarding temporary "directional signs" contained in this ordinance, the City acknowledges the need of businesses and other organizations and individuals (collectively, "Speakers") to communicate the time and place of individual, isolated events that often occur at a place other than the Speaker's usual place of business or occupancy, as well as the public's need to know of the time and place of such events. As a result, such temporary directional signs, and only such temporary directional signs, are allowed, with limitations, to be placed off-site, but only on private property with the consent of the property owner.

These signs are allowed to be off-site in order to provide communication that is effective for both the Speaker and the public.

The limitations are necessary in order to avoid confusion to the public and clutter. If temporary directional signs are placed too far in advance of the event the information is more likely to be forgotten or confused with other information. If temporary directional signs remain in place any substantial period of time after the event, they will cause confusion and additional, unnecessary distraction to the public that has to sort through expired information in order to find information as to current or upcoming events. Limiting the duration of temporary directional signs will improve the efficient flow of traffic and contribute to public safety. While all signs contribute to visual clutter, a sign that no longer serves a purpose is purely visual clutter.

(B) *All temporary signs are subject to the following general regulations:*
(1) The total number of temporary signs shall not exceed three (3) signs per lot at any one (1) time.
(2) Any temporary sign placed on, in or over any private property must have the consent of the property owner.
(3) Any temporary sign placed on, in or over any public property, including public rights-of-way must have the written consent of the public authority having jurisdiction over the property.
(4) Changeable sign: A temporary sign, other than a sandwich board sign under subsection (E)(8) hereof, shall not consist, in whole or in part, of any form of changeable sign as defined in Code §25¼-2.
(5) Temporary signs shall not be allowed to deteriorate to a tattered, torn or faded condition and shall be attached properly at all times. Either condition shall be

repaired or the temporary sign shall be removed within two (2) days of receipt of written notice.

(6) Temporary signs found to be in violation of this Sign Ordinance shall be removed within two (2) days after posting of notice on the sign or after personal contact with owner or lessee of the property. If such sign, including support structures, is not removed after the conclusion of such period, the Chief Building Official is hereby authorized to cause the sign to be removed forthwith at the expense of the owner or lessee.

(7) Unauthorized temporary signs found in the R.O.W. may be removed without notice.

(8) Where allowed, all electrical lights or fixtures utilized with respect to any temporary sign must be installed in accordance with the National Electric Code, as currently adopted.

(9) Notwithstanding any other provision of this Sign Ordinance, with the advance written consent of the pole owner and with City Council approval, non-commercial temporary pennants may be displayed on utility poles in the R.O.W. of:

(a) West Main Street and East Main Street between the CSX / West Main Street crossing and N. Rutherford Blvd.,

(b) Middle Tennessee Blvd. between East Main and Greenland Drive,

(c) Greenland Drive between Middle Tennessee Blvd. and Blue Raider Drive, and,

(d) Within the Central Business District.

(10) Temporary signs, and any means of supporting or staying such signs, must not be placed or constructed so as to obstruct or interfere with any door, window, fire escape or other means of egress or ventilation.

(C) *Conditionally Allowable Temporary Signs*. The following temporary sign types are allowable subject to the conditions stated after each.

(1) *Banners*:

(a) Number – Two (2) per lot maximum on-site, except only one (1) is permitted in the Central Business District. Each banner counts as one (1) temporary sign.

(b) Size –120 square feet combined maximum display area.

(c) Setback – N/A.

(d) Height - N/A.

(e) Illumination- Not allowed.

(f) Timing - N/A, except in the Central Business District. In the Central Business District no banner shall be attached to a building for more than ninety (90) days maximum in any calendar year.

(g) Permit, fee - N/A, except a permit is required for

[1] a banner in the Central Business District, (without any fee), and

[2] to attach a banner to an on-site sign as provided in (E)(1)(i) below (without any fee).

(h) Zone – All zones, except residential zones, GDO overlay districts, and the residential portion of MU and PUD districts.

(i) Other Limitations – May only be attached to a building. Exception: banners may be attached to permanent on-site signs for a maximum of ninety (90) days provided that an application is in process for new permanent signage. The purpose of this exception is to permit temporary signage to be attached to the permanent sign structure while new permanent signage is being prepared for installation. This exception shall not have any application after the permanent signage is installed.

(2) *Directional signs*:

(a) Number - four (4) per event off-site.

(b) Size –16 square feet each maximum.

(c) Setback – 1 foot from R.O.W.

(d) Height – 4½ feet maximum.

(e) Illumination- Not allowed.

(f) Timing:

[1] Erection: ten (10) days before the event.

[2] Removal: two (2) days after the event.

(g) Permit, fee – N/A.

(h) Zone - All.
(i) Other limitations - Calendar date of event must be included on all directional signs that are more than 4 square feet in area. It is the intent of this provision to allow directional signs for isolated, individual events. This provision does not allow effectively permanent off-site directional signs for successive, repetitive events, by repeatedly changing the date of the event on the sign.

(3) *Feather signs*:
(a) Number – three (3) per lot maximum; each feather sign counts as one (1) temporary sign.
(b) Size – 32 square feet each maximum.
(c) Setback – 14 feet from back of curb; cannot be in R.O.W.
(d) Height - 14 feet maximum.
(e) Illumination- Not allowed.
(f) Timing – N/A
(g) Permit, fee – N/A.
(h) Zone – All zones.
(i) Other limitations – None.

(4) *Inflatable signs - stationary*:
(a) Number - one (1) per lot maximum on-site.
(b) Size – 100 square feet maximum.
(c) Setback – 5 feet plus the inflatable height from R.O.W., and 10 feet, plus the inflatable height from power lines.
(d) Height - N/A.
(e) Illumination - Not allowed.
(f) Timing
[1] seven (7) consecutive days per year maximum for commercial stationary inflatables in those portions of a CH, H-I, L-I, PCD and PID zones, and in commercial use areas of MU and PUD zones, which are outside the GDO Overlay zones;
[2] three (3) consecutive days per year maximum for commercial stationary inflatables in any GDO Overlay zone, PROVIDED that two (2) of the three (3) days must be a consecutive Saturday and Sunday.
[3] Non-commercial inflatables are allowed in all non-residential zones for up to thirty (30) consecutive days, with a permit but without any fee.
(g) Permit, fee –
[1] Permit, fee and refundable deposit of fifty dollars ($50.00) required for all commercial stationary inflatables in zones listed in (C)(4)(f)[1] and [2] above.
[2] Permit without a fee or deposit required for non-commercial stationary inflatables in all non-residential zones.
[3] Non-commercial stationary inflatables are allowed in all residential zones without a permit or fee.
(h) Zone – See (C)(4)(f) & (g) above.
(i) Other limitations - N/A.

(5) *Inflatable signs - mobile:*
(a) Number - one (1) per lot maximum on-site.
(b) Size – 100 square feet maximum.
(c) Setback – 5 feet plus the inflatable height from R.O.W., and 10 feet plus the inflatable height from power lines.
(d) Height – 120 feet maximum.
(e) Illumination - Not allowed.
(f) Timing
[1] seven (7) consecutive days per year maximum for commercial stationary inflatables in those portions of a CH, H-I, L-I, PCD and PID zones, and in commercial use areas of MU and PUD zones, which are outside the GDO Overlay zones;
[2] three (3) consecutive days per year maximum for commercial stationary inflatables in any GDO Overlay zone, PROVIDED that two (2) of the three (3) days must be a consecutive Saturday and Sunday.
(g) Permit, fee – Permit, fee, and refundable deposit of fifty dollars ($50.00) required.

(h) Zone – Commercial mobile inflatables are only allowed in zones listed in (C)(4)(f)[1] and [2].

(i) Other limitations - N/A.

(6) *Pennants*:

(a) Number - One (1) for every 50 feet of street frontage on-site. Total number of pennants count as one (1) temporary sign.

(b) Size - 9 square feet each maximum.

(c) Setback – 1 foot from R.O.W.

(d) Height – 25 feet maximum.

(e) Illumination - Not allowed.

(f) Timing - N/A

(g) Permit, fee - N/A.

(h) Zone – All zones, except residential zones and residential use areas of MU and PUD.

(i) Other limitations - Must be suspended or projecting from a private light pole, canopy pole or other similar private poles, but not including utility poles or flag poles, located on the business lot of record.

(7) *Pole signs*:

(a) Number - three (3) per lot maximum on-site count as one (1) temporary sign.

(b) Size – 21 square feet each maximum.

(c) Setback – 1 foot from R.O.W.

(d) Height – 25 feet maximum.

(e) Illumination - Not allowed.

(f) Timing - N/A.

(g) Permit, fee - N/A.

(h) Zone - Those portions of a CL, CF, CH, H-I, L-I, PCD, PID, and the commercial use areas of an MU or PUD district which are outside the GDO Overlay zones.

(i) Other limitations - Attached to private perimeter pole, private light pole, canopy pole or other similar private poles, but not including utility poles or flag poles, located on the business lot of record.

(8) *Sandwich Board*:

(a) Number – one (1) per lot on-site, or on sidewalk adjacent to the site in CBD.

(b) Size – 6 square feet per side.

(c) Setback – 1 foot from R.O.W.; when placed on sidewalk in CBD, sign must be placed to maintain 5 feet clear zone for ADA compliance. When angle parking is allowed next to the sidewalk where a sandwich board sign is placed, the first 18 inches from the front of the curb does not count towards the 5 feet clear zone.

(d) Height – 3 feet maximum.

(e) Illumination- Not allowed.

(f) Timing – Allowed only when business is open.

(g) Permit, fee - N/A.

(h) Zone – CBD and those portions of a CL, CF, CH, H-I, L-I, PCD and PID zones, and the commercial use areas of an MU or PUD district which are outside the GDO Overlay zones.

(i) Other limitations

[1] Must be constructed or weighted so as to not blow down in normal weather conditions.

[2] Must be removed when severe weather is forecast. A person who places a sandwich board sign on or near a public sidewalk assumes full responsibility for any damage or personal injury caused by the sandwich board sign.

[3] Changeable copy is not allowed except for manually changeable copy.

(9) *Streamers*:

(a) Number - On-site, 3 linear feet of streamers for every 1 foot of street frontage maximum. Streamers equal one (1) temporary sign.

(b) Size - N/A.

(c) Setback – 1 foot from R.O.W.

(d) Height – 25 feet maximum.

(e) Illumination- Not allowed.

(f) Timing - N/A.

(g) Permit, fee - N/A.
(h) Zone - Those portions of a CL, CF, CH, H-I, L-I, PCD and PID zones, and the commercial use areas of an MU or PUD district which are outside the GDO Overlay zones.
(i) Other limitations - Attached to private perimeter pole, private light pole, canopy pole or other similar private poles but not including utility poles or flagpoles located on the business lot of record.

(10) *Temporary display of temporary flag signs*:
(a) Number – Unlimited. Temporary Flag signs displayed under this subsection do not count towards the "three (3) signs per lot" maximum stated in the general regulations (B)(1) of this Code §25¼-25.
(b) Size – Individual flag signs shall not exceed 24 square feet in area.
(c) Setback – The flag sign shall not extend over a public R.O.W.. The flag sign may not extend over an adjoining property line without the consent of the adjoining property owner.
(d) Height – 10 feet maximum.
(e) Illumination - External. Must not direct glare into any building or any other property.
(f) Timing – Shall not be displayed for more than fifteen (15) days each calendar year.
(g) Permit, fee – N/A.
(h) Zones – All zones, but only for Institutional group assembly uses as defined in the Zoning Ordinance that are non-commercial.
(i) Other limitations - Non-commercial only.

(11) *Temporary flag signs as part of a temporary event which has received a special use permit from the Board of Zoning Appeals pursuant to the Zoning Ordinance*:
(a) Number – Unlimited; Temporary Flag signs displayed under this subsection do not count towards the "three (3) signs per lot" maximum stated in the general regulations (B)(1) of Code §25¼-25.
(b) Size - Individual flags shall not exceed 24 square feet in area.
(c) Setback- The flag sign shall not extend over a public R.O.W. The flag sign may not extend over an adjoining property line without the consent of the adjoining property owner.
(d) Height- 10 feet maximum.
(e) Illumination - External. Must not direct glare into any building or any other property.
(f) Timing - Flags shall not be displayed for more than seven (7) consecutive days, and shall not be displayed at the same site more than two (2) times in a twelve (12) month period.
(g) Permit, fee; temporary flags - No sign permit or fee shall be required for the temporary, non-commercial flag display.
(h) Permit, fee; other signage - Appropriate and usual sign permits pursuant to Code Chapter 25¼ are required for all other signage at or in connection with the event.
(i) Zones - All, subject to approval by the Board of Zoning Appeals.
(j) Other limitations - Non-commercial only. All other temporary signs must comply with regulations in Code §25¼-25.

(12) *Other temporary signs*:
(a) Number – See (B)(1) above.
(b) Size – 32 square feet maximum.
(c) Height - 12 feet maximum.
(d) Setback – 1 foot from R.O.W.
(e) Illumination - Not allowed.
(f) Timing – Until ten (10) days after conclusion of temporary purpose.
(g) Permit, Fee – N/A.
(h) Zone – All.
(i) Other limitations - On-site only. Multiple signs shall not be placed so as to appear to be one (1) sign that exceeds 32 square feet

(D) *Prohibited:* The following types and uses of temporary signs are specifically prohibited:
(1) Signs which are not expressly permitted by this chapter.

(2) Nothing herein shall prohibit noncommercial speech displayed on an on-site or off-site sign. This subsection supersedes any other provision to the contrary.
(3) Off premise, commercial temporary signs except temporary directional signs as conditionally allowable under Code §25¼-25(E)(2).
(4) Temporary signs which advertise a terminated activity, business, product or service no longer produced or conducted on the premises upon which the sign is located.
(5) Signs which copy or imitate or in any way approximate an official highway sign or carry the words "STOP" or "DANGER"; signs which obscure a sign displayed by a public authority for the purpose of giving traffic instruction or direction or other public information; signs which imitate traffic-control devices; and signs which imitate, interfere with, obstruct the view of, or can be confused with any authorized traffic-control sign, signal or other similar device.
(6) Beacon lights.
(7) Signs or illumination that cause any direct glare into any building other than the building to which the sign may be accessory or onto any other property other than the property on which the temporary sign is placed.
(8) Flashing temporary signs which are visible at any public street or sidewalk.
(9) Temporary roof signs, except inflatables as allowed by Code §25¼-25(C)(4) and (5).
(10) Window signs that are not in conformity with the provisions of Code §25¼-23(C).
(11) Banners across any public street (See Code §28-15).
(12) Banners, pennants, ribbons, streamers, spinners or other similar moving or fluttering devices attached to other temporary signs.
(13) Temporary signs which are attached or otherwise affixed to trees or other living vegetation and utility poles except as otherwise provide in this Sign Ordinance.
(14) Temporary signs on trash receptacles, benches or bus stop shelters.
(15) Temporary signs which revolve or rotate.
(16) Temporary signs incorporating any noise-making device.
(17) Murals on the front or on more than two (2) elevations of a building.
(18) Portable signs.
(19) Vehicle signs (as defined) when the vehicle is parked on a public R.O.W., on public property, or on private property so as to be visible from a public R.O.W. such that the only apparent purpose is to display a message, provided that this subsection (19) shall not be interpreted to preclude an owner or tenant of a lot, or a business patron while transacting business on a lot, from parking a vehicle on that lot. For purposes of this subsection (19), "parked" does not include stopping to load or unload cargo, stopping while work is being performed on, from, or in connection with the vehicle, or incidental stops of 2 hours or less.
(20) Temporary signs that obscure the view of pedestrian or vehicular traffic in such a manner as to endanger safe movement.
(21) Temporary signs displaying obscene matter as defined below:

Obscene:
(a) The average person applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest;
(b) The average person applying contemporary community standards would find that the work depicts or describes, in a patently offensive way, sexual conduct; and,
(c) The work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Community: Rutherford County, Tennessee.

Matter: Any printed or written materials, or any picture, drawing, photograph, or other pictorial representation that is obscene as defined herein.

Patently offensive: That which goes substantially beyond customary limits of candor in describing or representing such matters.

Prurient interest: A shameful or morbid interest in sex.

Sexual conduct:

(a) Patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated. A sexual act is simulated when it depicts explicit sexual activity which gives the appearance of ultimate sexual acts, anal, oral or genital. Ultimate sexual acts means sexual intercourse, anal or otherwise, fellatio, cunnilingus or sodomy; or

(b) Patently offensive representations or descriptions of masturbation, excretory functions, and lewd exhibition of the genitals.

(E) *Unlawful cutting of trees and shrubs.* No person may, for the purpose of increasing or enhancing the visibility of any temporary sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located:

(1) Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the governmental entity that controls the R.O.W.

(2) On property that is not under the ownership or control of the person doing or responsible for such work unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located. Notwithstanding the foregoing, the owner of the property where such trees or shrubs are located may not give permission to remove or destroy trees or shrubs required by the site plan without first obtaining approval of an amendment to the site plan by the Planning Commission.

(3) In any area where such trees or shrubs are required to remain under any permit issued by the City.

(F) *Violations; Penalties.*

(1) Violation of any of the provisions of this chapter or failure to comply with any of its requirements is hereby deemed and declared a violation of the Code. Any person who violates this chapter or fails to comply with any of its requirements shall be subject to the penalties as provided in Code §1-8; each day that such violation continues shall constitute a separate and additional violation.

(2) Except as otherwise specifically provided herein temporary signs placed in the public right-of-way without proper authorization may be immediately confiscated by the City and the owner or responsible party for the sign shall, in addition to the penalty provided in (D)(1) above, pay a return fee for each sign, as follows:

(a) Signs 5½ square feet and under – five dollar ($5.00) return fee.

(b) Signs over 5½ square feet – twenty five dollar ($25.00) return fee.

All signs not claimed within ten (10) days of confiscation shall be deemed to be abandoned and may be destroyed at the City's option.

(3) The owner, tenant and/or occupant of any building, structure, premises or a part thereof, and any contractor, agent or other person, who commits, maintains, aids or participates in a violation of this section may be found guilty as a separate offense and each offense shall be subject to the penalties as herein provided.

(G) *No preference*. Nothing in this section shall favor a commercial sign over a noncommercial sign. A non-commercial message may be displayed on any of the signs or types of signs set forth in this Code §25¼-25.

(H) *Conflicts.* In the event of any conflict between the provision of this amended Code §25¼-25 and the provisions of existing Code §§25¼-4, 25¼-24 or 25¼-30, the provisions of this amended Code §25¼-25 shall control.

(I) *Severable*. The provisions of this Code §25¼-25 shall be deemed to be severable. In the event that any part or provision of this Code §25¼-25 is found to be invalid or unenforceable, all other provisions of this Code §25¼-25 shall remain in full force and effect. In the event that any exemption in this Code §25¼-25 is held to be invalid as a "content-based" regulation, the sign or item that would have been exempt will be considered and regulated as an "other temporary sign" in accord with the remaining provisions of this Chapter 25¼, without regard to its content.

SECTION 7. Section 25¼-24(A)(11) of the Murfreesboro City Code is amended by deleting same and replacing it with the following:

"String lighting in a non-residential zone or the non-residential use are of a mixed use zone except between November 15 and January 15."

SECTION 8. Section 25¼-29, Nonconforming Signs and Other Provisions, of the Murfreesboro City Code is hereby amended by adding a new subpart (H) as follows:

(H) *Ground sign made nonconforming by the resubdivision of property*. A ground sign that conformed to the provisions of the Sign Ordinance at the time it was installed, and was subsequently made non-conforming in whole or in part by:

(1) the subsequent resubdivision of the lot upon which it is located into two (2) or more lots, or

(2) the subsequent combination by resubdivision of the lot upon which it is located with and into another lot, shall be considered a legal non-conforming sign, provided that such resubdivision causing such sign to become nonconforming occurred prior to November 19, 2015.

Any ground sign that is made non-conforming by a resubdivision occurring after November 19, 2015, must be reconstructed, relocated or removed so that the sign and the lot conform to the provisions of the Sign Ordinance then in effect within 90 days of the date of recording the resubdivision plat.

SECTION 9. That this Ordinance shall take effect fifteen days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it, provided that the provisions of SECTION 5 of this Ordinance 15-O-57 amending Code §25¼-23(C) Window Signs shall not be effective until June 3, 2016.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL

ORDINANCE 15-OZ-63 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 12.6 acres along Osborne Lane as Single-Family Residential Twelve (RS-12) District, Stuart Conway, applicant. [2015-423]

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Single-Family Residential Twelve (RS-12) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL

Ordinance 15-OZ-63

ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment).

WHEREAS, the City Council adopted the 2015-2016 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 15-O-35 on June 18, 2015 to implement the 2015-2016 Budget; 1st amendment by Ordinance 15-O-44 on July 30, 2015; and 2nd amendment by Ordinance 15-O-45 on October 22, 2015; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2015-2016 Budget by this Ordinance to incorporate expenditure decisions for the 2015-2016 fiscal year.

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

SECTION 1. The 2015-2016 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon third and final reading, as an emergency Ordinance, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL

Exhibit A
Page 1

Department	Account	ORIGINAL BUDGET	10/1/2015 AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
GENERAL FUND	GENERAL FUND			
REVENUES	REVENUES			
BUILDING AND CODES	ELECTRICAL PERMITS	388,000	439,787	51,787
EXPENDITURES	EXPENDITURES			
BUILDING AND CODES	FULL-TIME SALARY	1,242,805	1,282,027	$ 39,222
	SOCIAL SECURITY	97,818	100,818	3,000
	HEALTH INSURANCE	278,433	282,413	3,980
	RETIREMENT (401A)	13,681	14,662	981
	WORKERS' COMP	10,365	10,657	292
	MILEAGE REIMBURSEMENT	65,000	67,500	2,500
	TELEPHONE	3,500	3,682	182
	CELL PHONE	16,000	16,600	600
	FIXED ASSETS <$5,000	3,000	4,030	1,030
				51,787

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

Agenda

December 21, 2015

Honorable Mayor and Members of City Council

Re: Public Hearings to be held January 7, 2015

Background

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

a. Annexation Plan of Services and annexation petition [2015-508] for approximately 70.1 acres located along Blackman Road, Benjamin Sikes & Thomas Meadow applicants. On November 4, 2015, the Planning Commission voted to recommend approval unanimously.

b. Zoning application [2015-427] for approximately 53 acres located along Blackman Road to be zoned CH (approximately 42.8 acres) and CF (approximately 10.4 acres) simultaneous with annexation, Benjamin Sikes & Thomas Meadow applicant. On November 4, 2015, the Planning Commission voted to recommend approval unanimously.

c. Rezoning application [2015-428] for approximately 3.9 acres located along Otter Trail to be rezoned from RZ to RM-16 (approximately 2 .1 acres) and RM-16 to RZ (approximately 1.8 acres), Swanson Development applicant. On December 2, 2015, the Planning Commission voted to recommend approval unanimously.

d. Annexation Plan of Services and annexation petition [2015-507] for approximately 5.96 acres located along Foxfire Court, Linda Smith applicant. On November 4, 2015, the Planning Commission voted to recommend approval unanimously with the following conditions:

1. a new driveway must be established off of Maya Drive;

2. the new driveway off of Maya Drive must be a minimum of 15' in width;

3. the new driveway must be of sufficient construction to support a fire apparatus and a cross-section demonstrating this and sealed by a civil engineer should be submitted to the City Engineering Department for review and approval prior to construction; and

4. the address of the subject property shall be changed to a Maya Drive address.

e. PRD Amendment [2015-426] for approximately 91.5 acres located along Veterans Parkway to amend the Sheffield Park PRO, Beazer Homes applicant. On December 2, 2015, the Planning Commission voted to recommend approval unanimously.

f. PRD Amendment [2015-430] for approximately 22.5 acres located east of Cason Lane to amend the Three Rivers PRO, Green Trails, LLC applicant. On December 2, 2015, the Planning Commission voted to recommend approval unanimously.

Recommendation

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

Concurrences

The Murfreesboro Planning Commission conducted public hearings on item during its regular meeting on November 4, 2015 and during its regular meeting on December 2, 2015. The Planning Commission is recommending approval of all items.

Attachments

1. Staff Comments from the Planning Commission meeting
2. Illustrations of the areas
3. Plan of Services
4. Minutes of the Planning Commission meeting

Respectfully Submitted,

Margaret Ann Green

Principal Planner

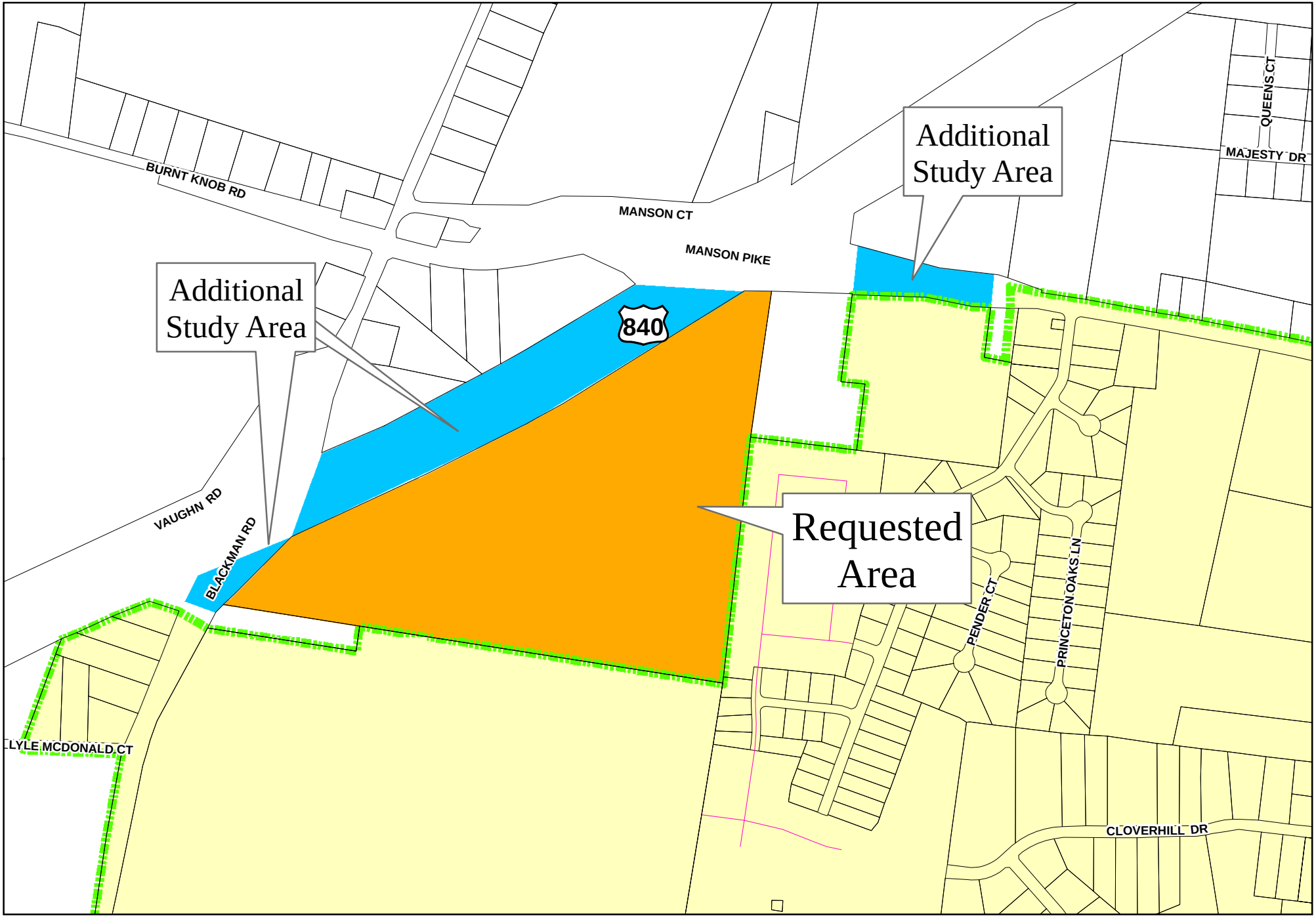
MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 4, 2015

4.a. Annexation Plan of Services and annexation petition [2015-508] for approximately 70.1 acres located along Blackman Road, Benjamin Sikes & Thomas Meadow applicants .

The parcel for which annexation has been petitioned is located along the east side of Blackman Road, along the southern side of 840. This tract is apprximatley 53 acres and is undeveloped. The current owners have petitioned the City for annexation. The owners wish to have their property develop for commercial purposes and therefore desire the property to be able to receive City provided services including sanitary sewer. Approximately 233 linear feet of Blackman Road right of way (1.25 acres) and approximately 2,029 linear feet of 840 right of way (13.5 acres) are included in the study. Planning Commission has also included 627 linear feet of Manson Pike right of way (2.5 acres) in the study because the right of way was not included with annexation of the contiguous property earlier this year. This will allow the City to have review/approval authority for future development plans. The total study area, including all rights of way, is 70.1 acres. The property will have access to Blackman Road, a minor arterial.

The property is contiguous with the existing City Limits along its southern and eastern property lines. It is within the City's urban growth boundary and, the owner has petitioned the City for its annexation. Staff is preparing an annexation feasibility study and plan of services, which will be ready for the Planning Commission's review prior to the public hearing. The property owners have also filed a request to have the property zoned CH (Highway Commercial District) and CF (Commercial Fringe District) simultaneous with annexation.

The Planning Commission should conduct a public hearing on the matter of the annexation petition and the Plan of Services before formulating a recommendation to the City Council. Staff expects to have additional comments at the meeting.



Path: G:\planning\annex\blackman840.mxd

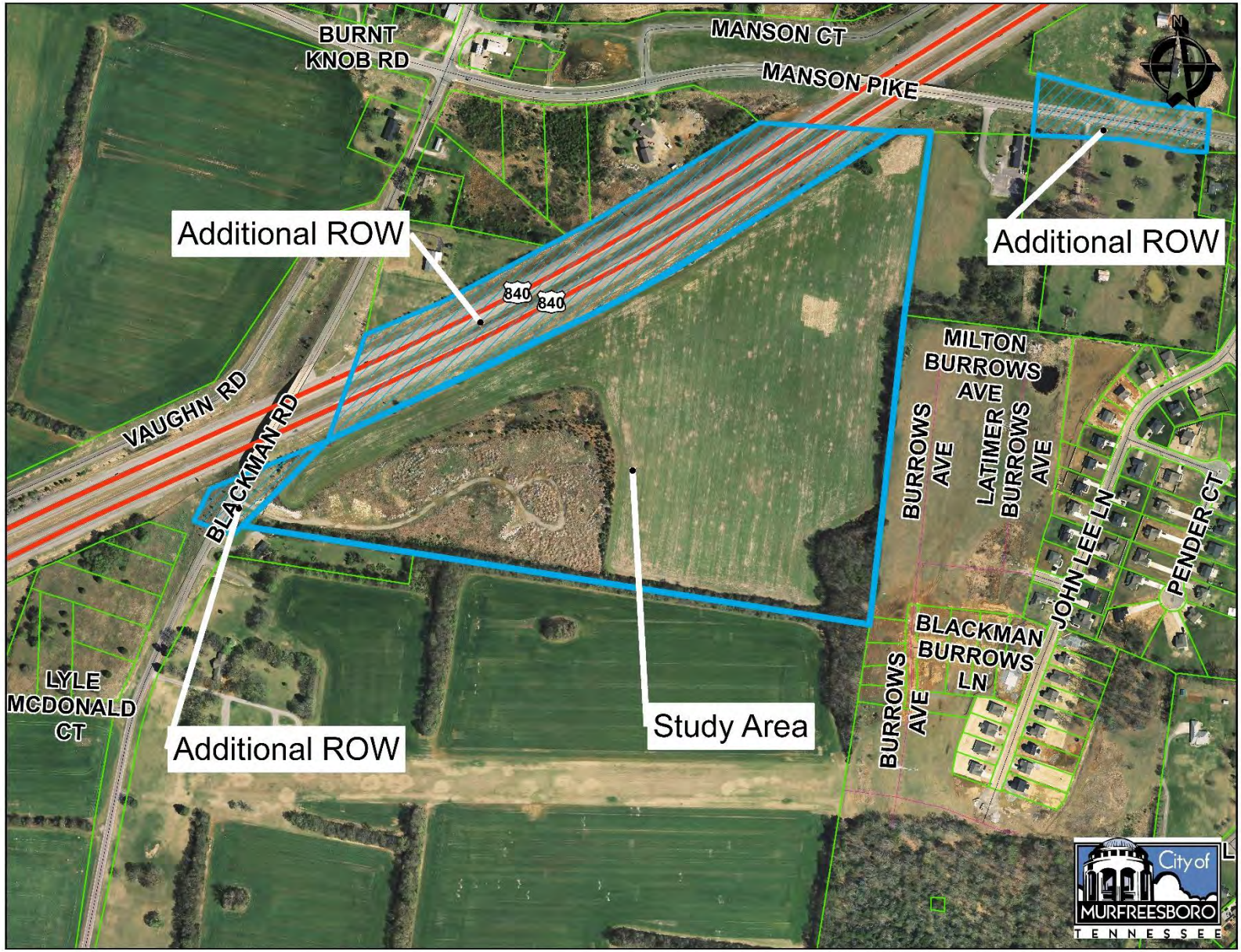
Annexation Request For Property Along Blackman Rd and SR-840

0 300 600 1,200 1,800
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG BLACKMAN ROAD AND STATE ROUTE 840 INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 4, 2015


BURNT KNOB RD
MANSON CT
MANSON PIKE
Additional ROW
Additional ROW
840
840
VAUGHN RD
BLACKMAN RD
MILTON BURROWS AVE
BURROWS AVE
LATIMER BURROWS AVE
JOHN LEE LN
PENDER CT
BLACKMAN BURROWS LN
BURROWS AVE
LYLE MCDONALD CT
Additional ROW
Study Area
City of MURFREESBORO TENNESSEE

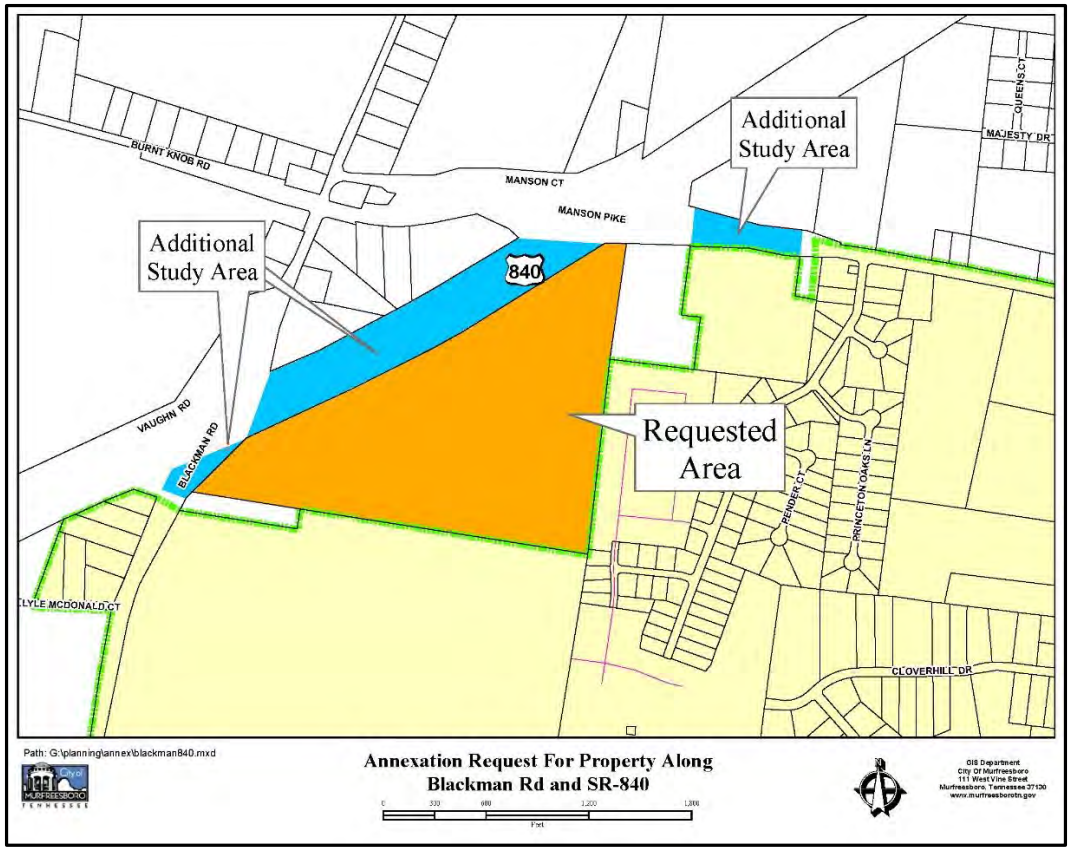
INTRODUCTION

OVERVIEW

The area studied in this Plan of Services is a 53.00-acre parcel (Tax Map 78, Parcel 31.00) situated along the south side of State Route 840 and the east side of Blackman Road. The study area adjoins the City on the south and east, while the areas to the north and west of the study area lie within the unincorporated County. Also included in this study are three rights-of-way: 1.25 acres (233.4 linear feet) of Blackman Road; 13.5 acres (2,029 linear feet) of State Route 840; and 2.5 acres (627 linear feet) of Manson Pike.

The applicant, Mr. Chad Meadow, has requested rezoning simultaneous with annexation. The easternmost 10.2 acres of the parcel would be rezoned CF (Commercial Fringe), while the remainder of the parcel would be rezoned CH (Commercial Highway).

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

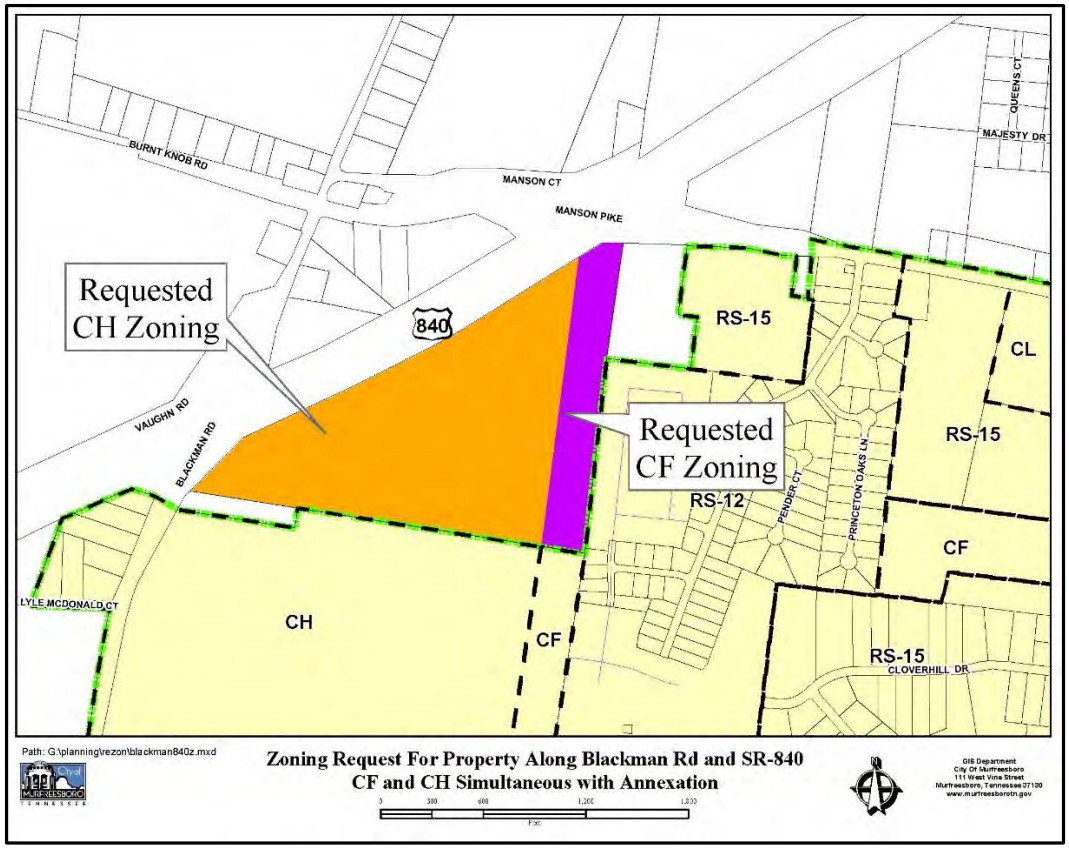


CITY ZONING

The applicant has requested CF (Commercial Fringe) zoning for 10.2 acres along the easternmost portion of the parcel and CH (Commercial Highway) zoning for the remaining 42.3 acres of the parcel simultaneous with annexation.

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

For the most part, the requested CF and CH zoning align with the properties directly to the south, which are located within the City of Murfreesboro and are zoned CF and CH. A 1.9-acre parcel that adjoins the subject property on the southwest side lies within the County and is zoned RM. A 6.8-acre County parcel owned by Blackman United Methodist Church adjoins the subject property on the northeast. The Blackman Meadows subdivision, which is located within the City and is zoned RS-12, abuts the subject property on the east. State Route 840 abuts the subject property on the north.

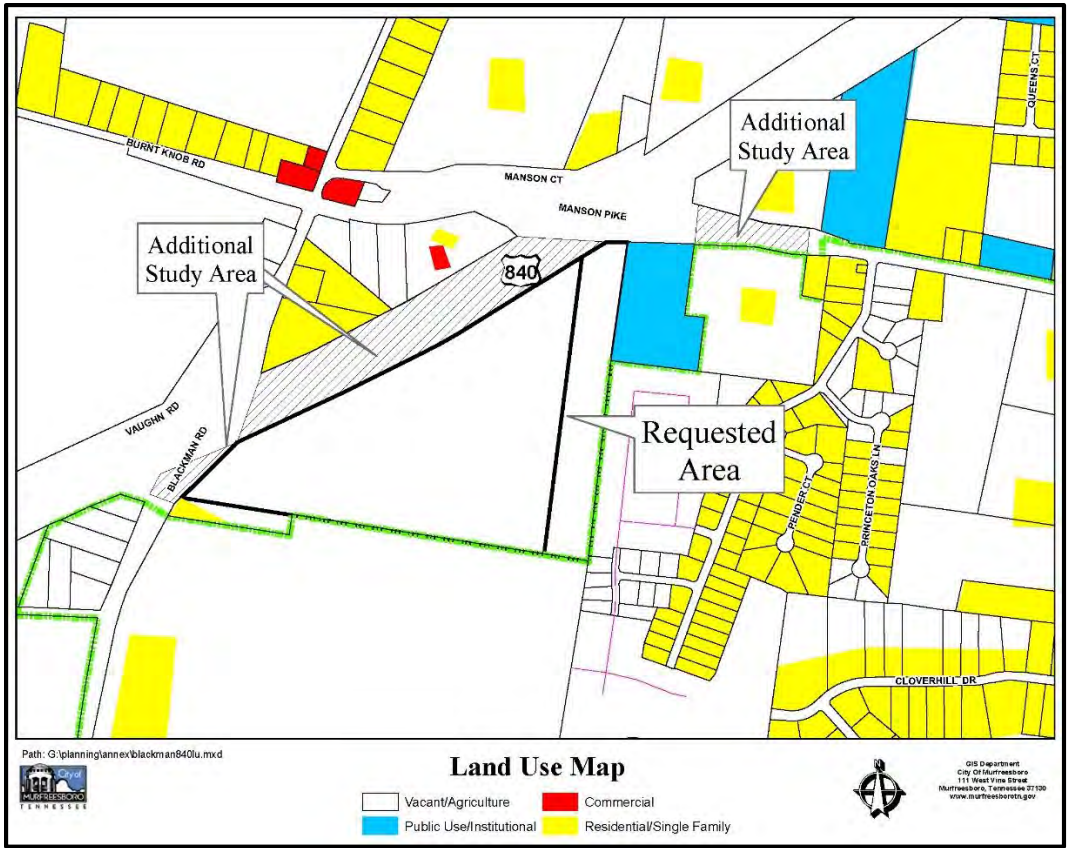


PRESENT AND SURROUNDING LAND USE

The primary area being considered for annexation is a 53-acre parcel. The property is currently undeveloped.

The area surrounding the 53-acre parcel is characterized by large lots with residential and agricultural uses. Notable exceptions include Blackman Meadows—a City residential subdivision—and an 8-acre property owned by Blackman United Methodist Church, both along the eastern side of the study area.

Access to the study area will be from Blackman Road. The study area also has frontage on SR 840 and Manson Pike.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2015 will be due on December 31, 2016. 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 $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state. (Note that the property currently receives a greenbelt rollback assessment. The table below assumes that the property will no longer qualify for the greenbelt rollback assessment upon sale and development.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Benjamin H. Sikes	53.00	$291,250	$0	$72,812	$924.94

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

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

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). The Murfreesboro Electric Department (MED) will serve the study area as it develops; facilities along Manson Pike and Blackman Road will have to be extended to serve the study area. Any electrical infrastructure installed to serve development in the study area will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

The 53-acre parcel included in the study area has direct access to Blackman Road. Upon annexation, the 1.25-acre (233.4 linear feet) portion of Blackman Road adjacent to the 53-acre parcel will become the responsibility of the City of Murfreesboro; the Engineering Department estimates annual roadway maintenance costs for this portion of Blackman Road at $500.

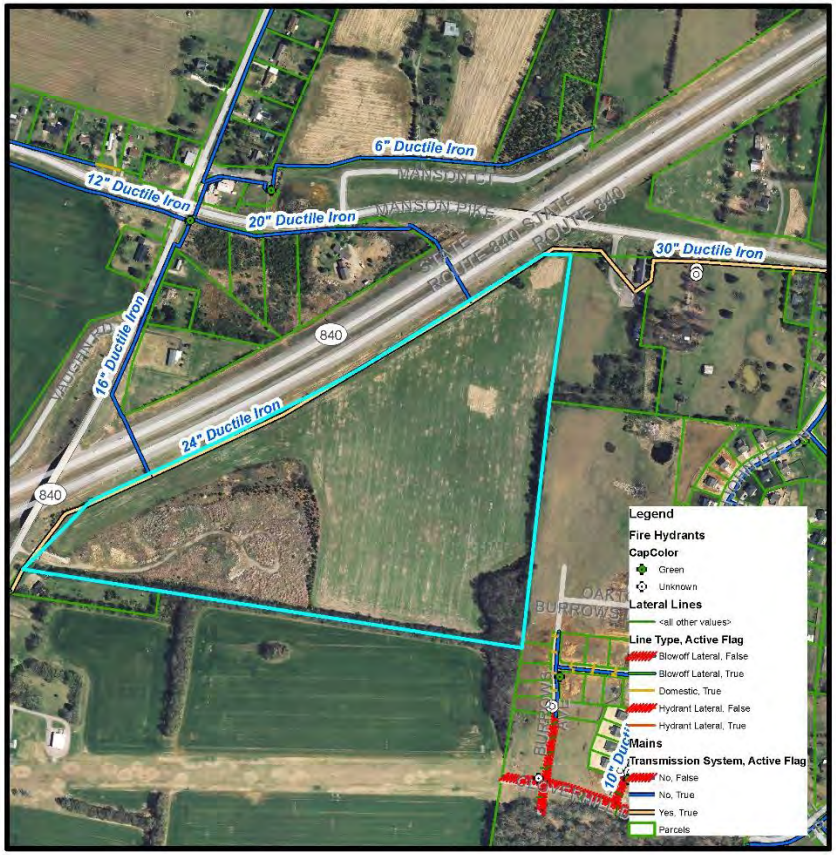
The parcel has frontage—but no access—along Manson Pike and SR 840. A 2.5-acre (627-linear feet) portion of Manson Pike located to the northeast of the 53-acre parcel is included in this annexation; the Engineering Department estimates annual maintenance costs for this portion of Manson Pike at $1,500. The State of Tennessee will continue to provide maintenance for the 13.5-acre (2,029-linear feet) portion of SR 840 included in this annexation.

Maintenance costs for Blackman Road and Manson Pike will be paid from State Street Aid and Stormwater Utility Fees. Any new roads associated with development of the subject property must adhere to the City's Standard Street Specifications.

WATER SERVICE

The study area is served by a 24-inch Consolidated Utility District (CUD) water line along Blackman Road and SR 840. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

Annexation Request
Blackman Rd and SR-840



Any additional development to the parcel(s) would be subject to the applicant submitting the Developer's Packet to Consolidated Utility District which includes a Water Availability Request to determine feasibility of and approve the proposed development.

Date: 10/22/2015

Prepared by: JLW

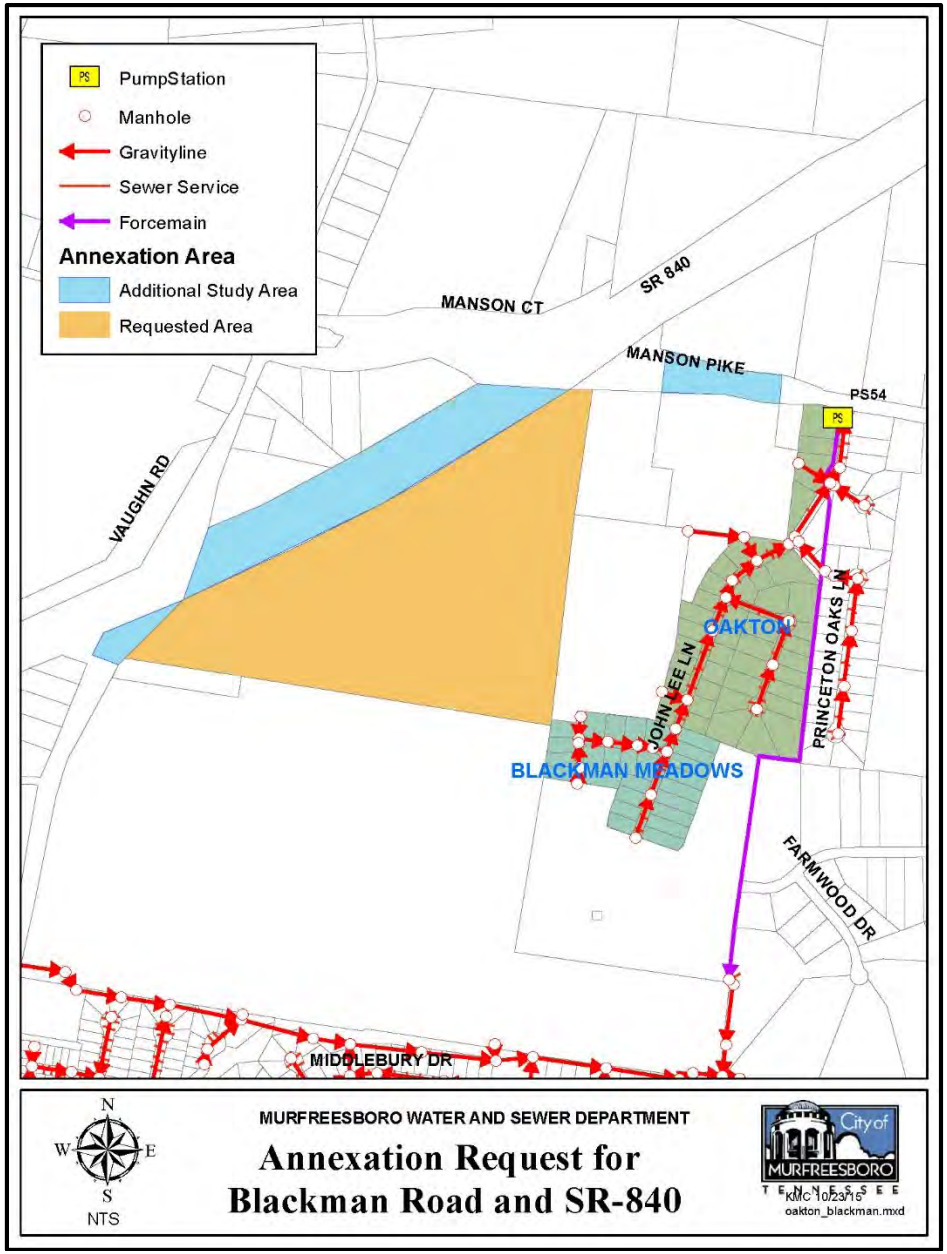
N.T.S.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sanitary sewer would become available upon construction of a currently-planned sewer main serving Sections 6 and 7 of the Blackman Meadows subdivision. Prior to any approval of sanitary sewer service, the property owner and/or developer must submit a "Will Serve Request" to MWSD, listing the anticipated sewer flows from the proposed development. A 2-month flow monitoring study during the winter months of the year may be required at the expense of the owner/developer to determine the remaining capacity of the existing sewer pump station serving the Oakton and Blackman Meadows subdivisions.

The study area lies within the Overall Creek Sanitary Sewer Assessment District. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.

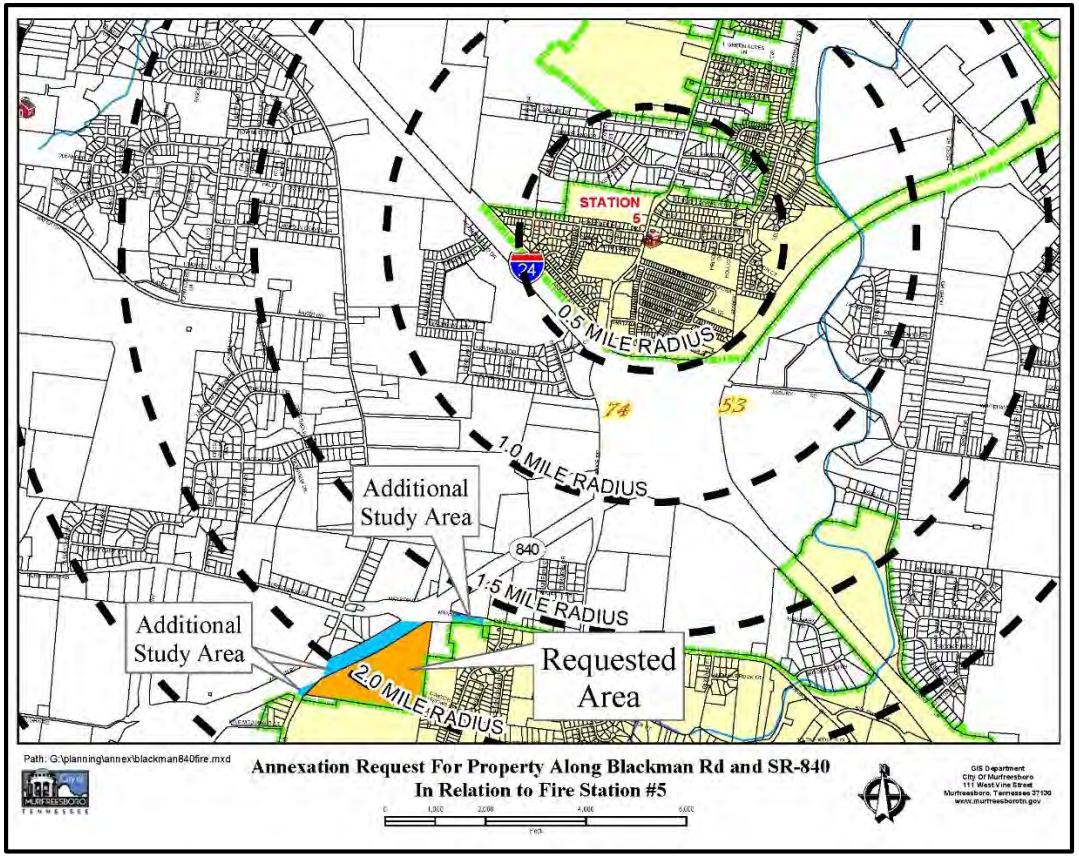


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). However, emergency response will be slightly delayed on SR 840 due to MFRD having no immediate access to SR 840 from Blackman Road or Manson Pike.

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

There is a 24-inch Consolidated Utility District water line along SR 840 that serves the subject property. The closest operating fire station to the subject property is Fire Station #5, located at 3006 Florence Road, approximately 2.8 miles from the study area. Fire Station #9, located at 802 Cason Lane, is approximately 5.9 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Friday. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as a commercial center, the owner/developer will be required to arrange solid waste collection via a private hauler.

BUILDING AND CODES

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

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

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.

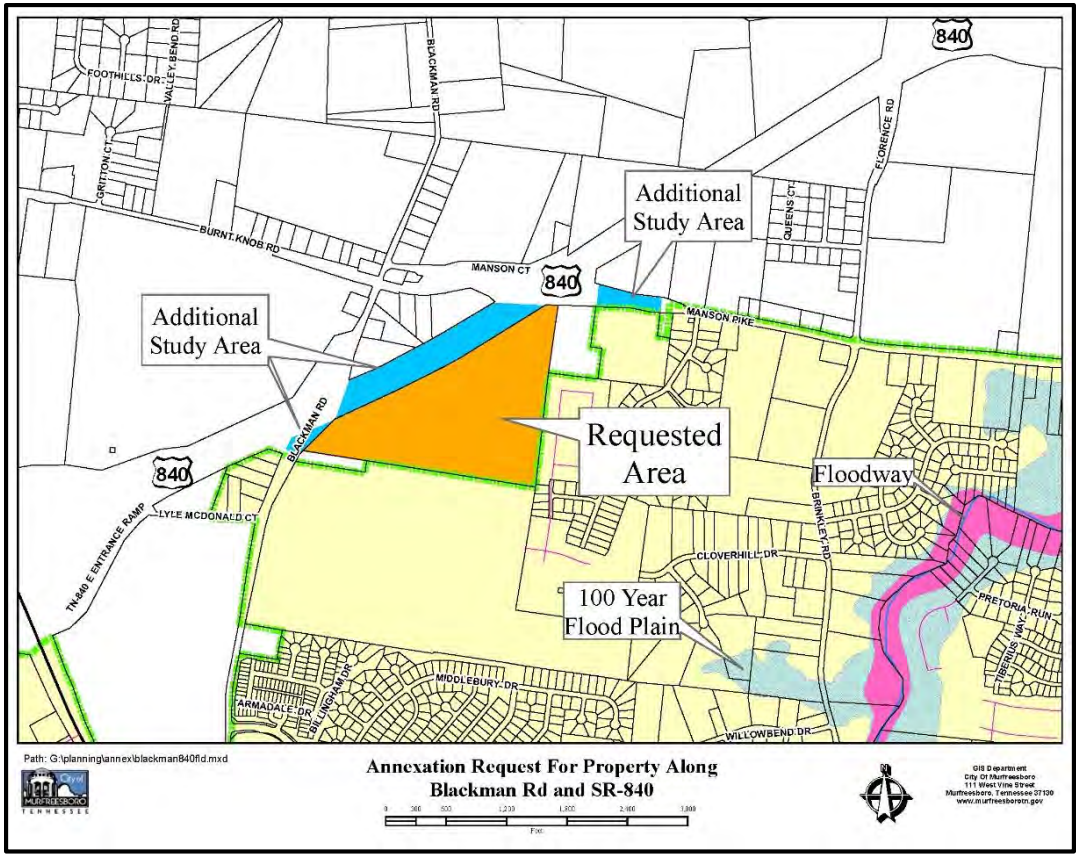
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

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

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



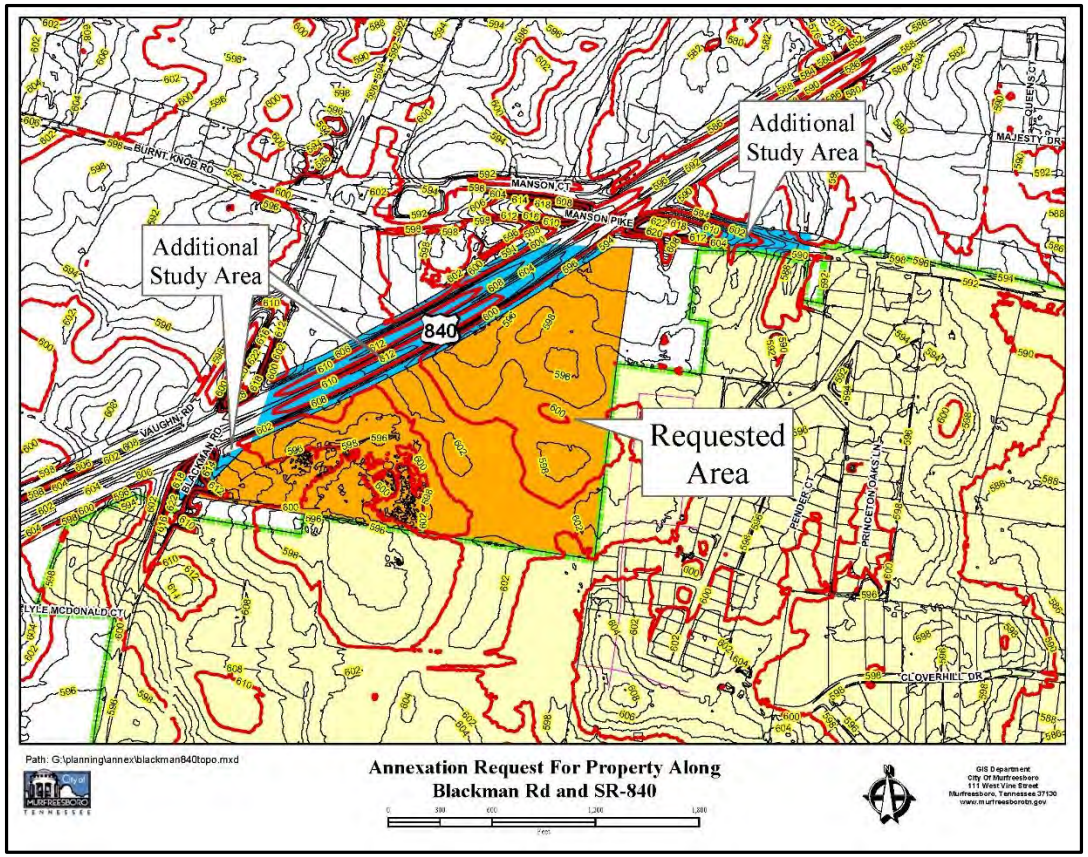
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. Historical aerial photography indicates several areas of ponded water following rain events, and no clear overland drainage routes are apparent on or off-site. Future development plans should address the existing drainage conditions and anticipate on-site stormwater management. It will be the future developer's responsibility to investigate potential drainage plans and secure any off-site routes with consent and/or easements.

Any new public drainage facilities proposed to in the future must meet City standards.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed CH and CF zoning, this property has the potential to generate $9,500 in Stormwater Utility Fees annually upon full development. New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 4, 2015

7:oo p.m. City Hall

Members Present

Bob Lamb, Chairman
Doug Young, Vice Chairman
Kathy Jones
Tom Clark
Ken Halliburton
Kirt Wade
Eddie Smotherman

Staff Present

Gary Whitaker, Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Joe Ornelas, Planner
Carolyn Jaco, Recording Assistant
David Ives, City Attorney
Craig Tindall, Special Council
Ram Balachandran, Traffic Engineer
Sam Huddleston, Environmental Eng.

Chairman Bob Lamb recognized a special guest, Mr. Luke Marlow, whom is a Boy Scout, attending this meeting. Chairman Lamb requested for Mr. Marlow to come forward and lead in the Pledge of Allegiance to the flag.

Next, City Attorney, Mr. David Ives came forward to introduce, Mr. Craig Tindall, the new city attorney. Mr. Tindall came forward making known he was honored and ready to serve the City of Murfreesboro.

Chairman Bob Lamb called the meeting to order after determining there was a quorum. The minutes of the Planning Commission meetings on September 2, 2015 and September 16, 2015, were approved as submitted.

Public Hearings

Annexation Plan of Services and annexation petition [2015-508] for approximately 70.1 acres located along Blackman Road, Benjamin Sikes & Thomas Meadow applicants. Ms. Margaret Ann Green began to describe the parcel for which

annexation has been petitioned located along the east side of Blackman Road, along the southern side of 840. This tract is approximately 53 acres and is undeveloped. The current owners have petitioned the City for annexation. The owners wish to have their property develop for commercial purposes and therefore desire the property to be able to receive City provided services including sanitary sewer. Approximately 233 linear feet of Blackman Road right of way (1.25 acres) and approximately 2,029 linear feet of 840 right of way (13.5 acres) are included in the study. Planning Commission has also included 627 linear feet of Manson Pike right of way (2.5 acres) in the study because the right of way was not included with annexation of the contiguous property earlier this year. This will allow the City to have review/approval authority for future development plans. The total study area, including all rights of way, is 70.1 acres. The property will have access to Blackman Road, a minor arterial.

The property is contiguous with the existing City Limits along its southern and eastern property lines. It is within the City's urban growth boundary and, the owner has petitioned the City for its annexation. Staff has prepared an annexation feasibility study and plan of services which shows the city can serve this property. The property owners have also filed a request to have the property zoned CH (Highway Commercial District) and CF (Commercial Fringe District) simultaneous with annexation.

Mr. Clyde Rountree was present to represent the applicant.

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 4, 2015

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

Zoning application [2015-427] for approximately 53 acres located along Blackman Road to be zoned CH (approximately 42.8 acres) and CF (approximately 10.4 acres) simultaneous with annexation, Benjamin Sikes & Thomas Meadow applicant. Ms. Margaret Ann Green began by describing the subject property which consists of one parcel, located along Blackman Road. This tract is approximately 53 acres. The properties to the east are zoned RS-12 (Single-Family Residential District). The property located immediately to the south, 2206 Blackman Road, is in the unincorporated area of Rutherford County. The remaining property to the south is zoned CH (Commercial Highway District) and CF (Commercial Fringe District). State Route 840 boarders this property to the north.

The owners wish to have the potential for this property to develop with commercial use. The applicants have requested that the land be zoned CH and CF simultaneous with annexation similar to the contiguous property to the south. The CF is proposed to be located between this property and the adjacent single family use.

The subject property is also located within the General Development Plans for the Blackman Community. The community plan recommends that this parcel develop as "Office/Distribution"- an area that capitalizes on the accessibility and visibility from State Route 840.

Mr. Clyde Rountree was present to represent the applicant. Mr. Rountree made known this request would be consistent with the border property. The Commercial

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 4, 2015

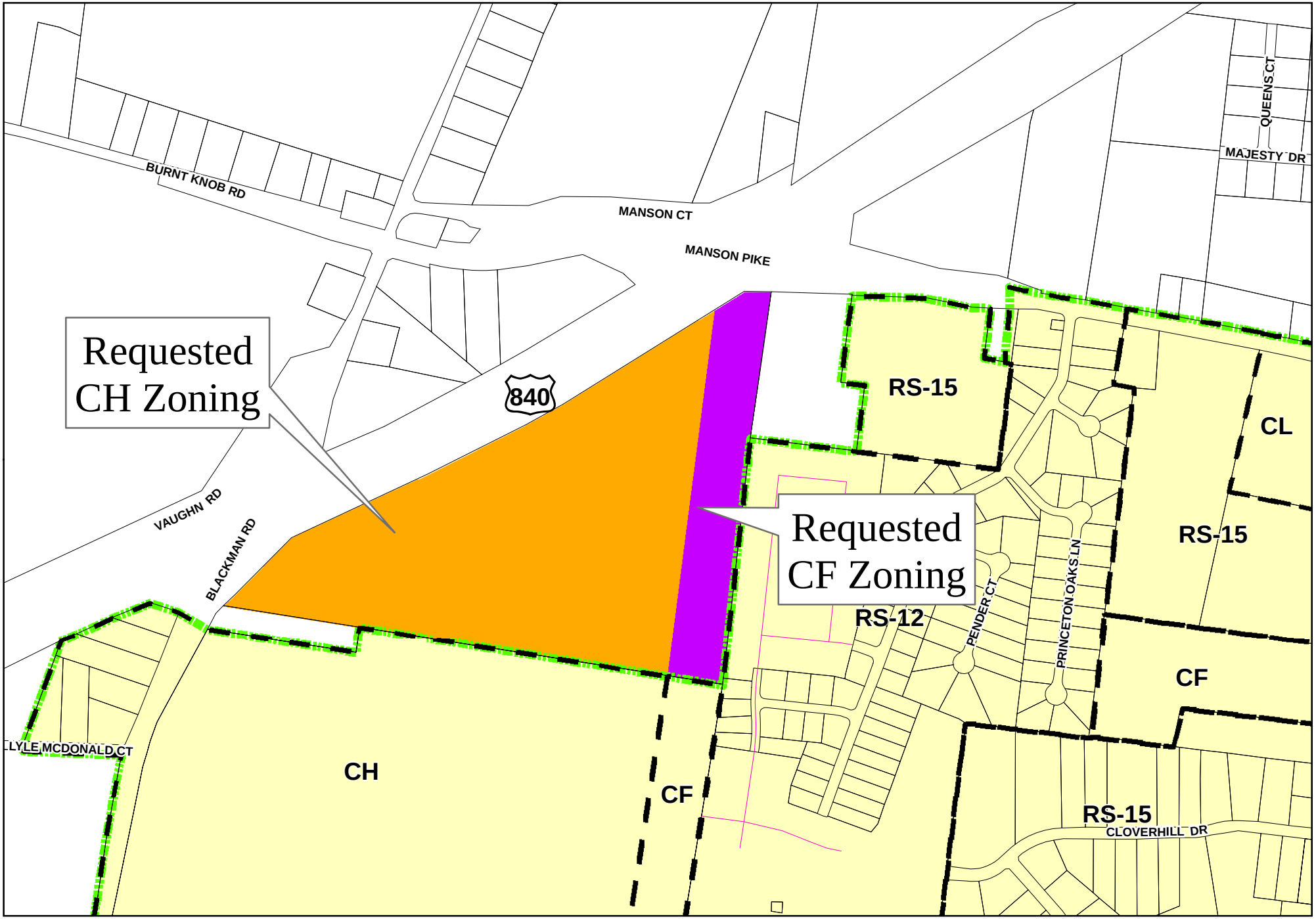
4.b. Zoning application [2015-427] for approximately 53 acres located along Blackman Road to be zoned CH (approx. 42.8 acres) and CF (approx. 10.4 acres) simultaneous with annexation, Benjamin Sikes & Thomas Meadow applicant..

The subject property consists of one parcel, which is the same property considered earlier on the agenda for annexation located along Blackman Road. This tract is approxmiatley 53 acres. The properties to the east are zoned RS-12 (Single-Family Residential District). The property located immediately to the south, 2206 Blackman Road, is in the unincorporated area of Rutherford County. The remaining property to the south is zoned CH (Commercial Highway District) and CF (Commercial Fringe District). State Route 840 boarders this property to the north.

The owners wish to have the potential for this property to develop with commercial use. The applicants have requested that the land be zoned CH and CF simultaneous with annexation similar to the contiguous property to the south. The CF is proposed to be located between this property and the adjacent single-family use.

The subject property is also located within the *General Development Plans for the Blackman Community*, an excerpt has been included in the agenda materials. The community plan recommends that this parcel develop as "Office/Distribution"- an area that capitalizes on the accessibility and visibility from State Route 840.

The Planning Commission will need to conduct a public hearing on this zoning change request and then forward a recommendation to City Council.



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Zoning Request For Property Along Blackman Rd and SR-840
CF and CH Simultaneous with Annexation

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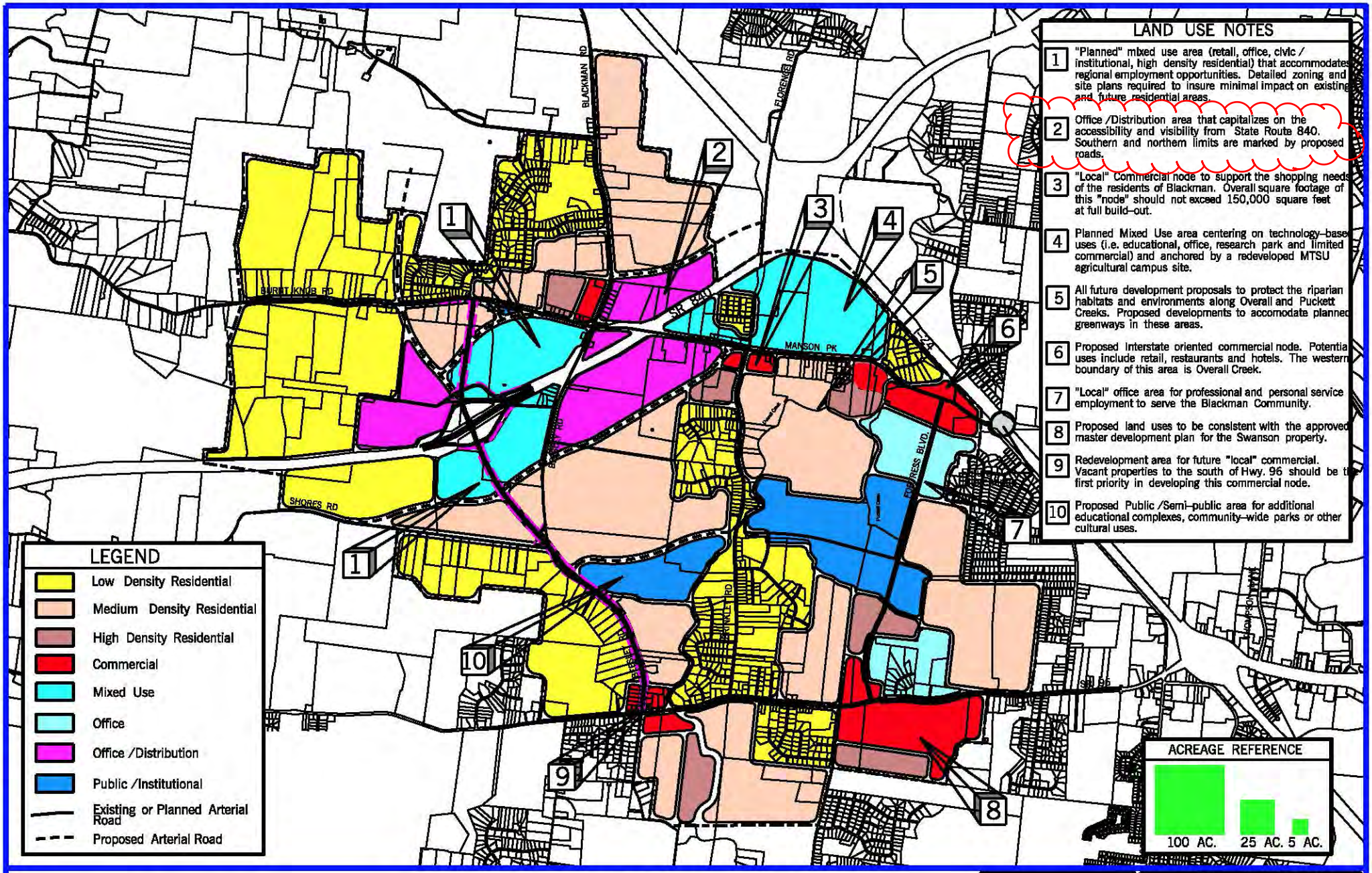
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



BLACKMAN COMMUNITY

SCALE IN MILES

0.0 0.25 0.5 1.0 1.5

BWSC Barge Waggoner Sumner & Cannon, Inc.
Engineers Architects Planners Landscape Architects and Surveyors

RPM ASSOCIATES
Transportation Engineers

FUTURE LAND USE MAP

BLACKMAN COMMUNITY LAND USE PLAN

EXHIBIT VIII | PAGE 3-8

planning\blackman\landuse\FinalLandUse.pdf

Rezoning Exhibit

PROPOSED ZONING

COMMERCIAL HIGHWAY (CH)

COMMERCIAL FRINGE (CF)

N
W MAGNETIC E
S

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE : (615)893 – 4084. FAX: (615)893 – 0080

MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 4, 2015

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

Zoning application [2015-427] for approximately 53 acres located along Blackman Road to be zoned CH (approximately 42.8 acres) and CF (approximately 10.4 acres) simultaneous with annexation, Benjamin Sikes & Thomas Meadow applicant. Ms. Margaret Ann Green began by describing the subject property which consists of one parcel, located along Blackman Road. This tract is approximately 53 acres. The properties to the east are zoned RS-12 (Single-Family Residential District). The property located immediately to the south, 2206 Blackman Road, is in the unincorporated area of Rutherford County. The remaining property to the south is zoned CH (Commercial Highway District) and CF (Commercial Fringe District). State Route 840 boarders this property to the north.

The owners wish to have the potential for this property to develop with commercial use. The applicants have requested that the land be zoned CH and CF simultaneous with annexation similar to the contiguous property to the south. The CF is proposed to be located between this property and the adjacent single family use.

The subject property is also located within the General Development Plans for the Blackman Community. The community plan recommends that this parcel develop as "Office/Distribution"- an area that capitalizes on the accessibility and visibility from State Route 840.

Mr. Clyde Rountree was present to represent the applicant. Mr. Rountree made known this request would be consistent with the border property. The Commercial

Fringe being a transition zone to protect the neighborhood. To date, there has been no resistance from the neighbors regarding the rezoning. Continuing, Mr. Rountree explained they had attempted to contact a private owner regarding the joining a two acre out parcel with a rental home to see if they were interested with the annexation and rezoning but was not able to find the owner. He requested approval for this request.

Chairman Lamb opened the public hearing. No one came forward to speak for or against the rezoning request; therefore, Chairman Lamb closed the public hearing. **Mr. Doug Young made a motion to approve the rezoning request, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.**

Annexation Plan of Services and annexation petition [2015-507] for approximately 5.96 acres located along Foxfire Court, Linda Smith applicant. Mr. Matthew Blomeley began by describing the subject property which consists of a 5.96 acre parcel located along the south side of Foxfire Court. It is developed with one single-family residence addressed as 2631 Foxfire Court. The property owner has no immediate development plans for the property. She has requested annexation of this parcel in order to benefit from City services. There is no companion zoning request for the property. If the property is annexed, it will receive an interim zoning classification of RS-15 (Single-Family Residential District 15).

The subject property is bordered on its north and east sides by single-family residential development located in the unincorporated County. It is bordered on its south and west sides by the Villas at Indian Creek and Preserve at Indian Creek residential developments, which are located in the City limits. In addition to having its primary frontage on Foxfire Court, the property also has frontage on Maya Drive,

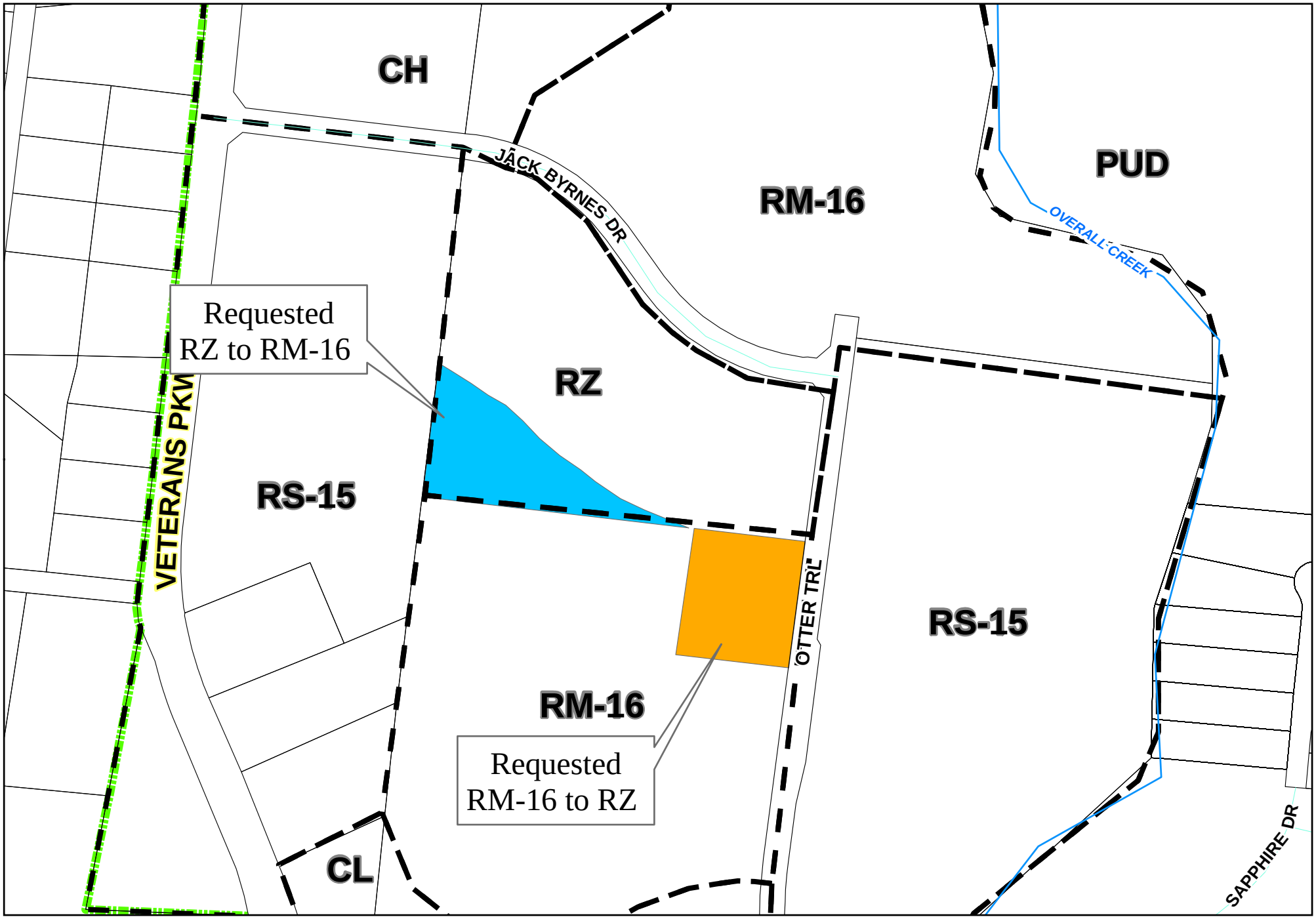
MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 2, 2015

5.a. Rezoning application [2015-428] for approximately 3.9 acres located along Otter Trail and Jack Byrnes Drive to be rezoned from RZ to RM-16 (approximately 2.1 acres) and RM-16 to RZ (approximately 1.8 acres), Swanson Development applicant.

The subject property is a property located south of Jack Byrnes Drive and west of Otter Trail. The parcel is currently zoned RZ (Residential Zero Lot Line District), RM-16 (Multi-family residential district) and CL (Local Commercial District). The properties to the north are zoned RM-16. The property to the east, across Otter Trail, is zoned RS-15 and is the location of the Overall Creek Elementary school. The property to the west is RS-15 and is the location of an institutional public assembly (church).

The subject property was zoned RZ, RM-16 and CL when it was annexed. Since that time, the applicants have developed a master development plan for the property. They now wish to rezone 2.1 acres of the property from RZ to RM-16 and 1.8 acres from RM-16 to RZ. If approved, this rezoning will increase the amount of property zoned RM-16 by 0.3 acres (13,068 square feet) which would increase density by approximately 6 dwelling units. Additional units may be gained if the site plan includes amenities that meet the requirements of the Zoning Ordinance provided that the total of all such density bonuses may not exceed 30% of the maximum density permitted in the district.

The Planning Commission will need to conduct a public hearing prior to making its recommendation to the City Council.



Rezoning Request for Area Along Otter Trail from RM-16 to RZ and RZ to RM-16

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Feet

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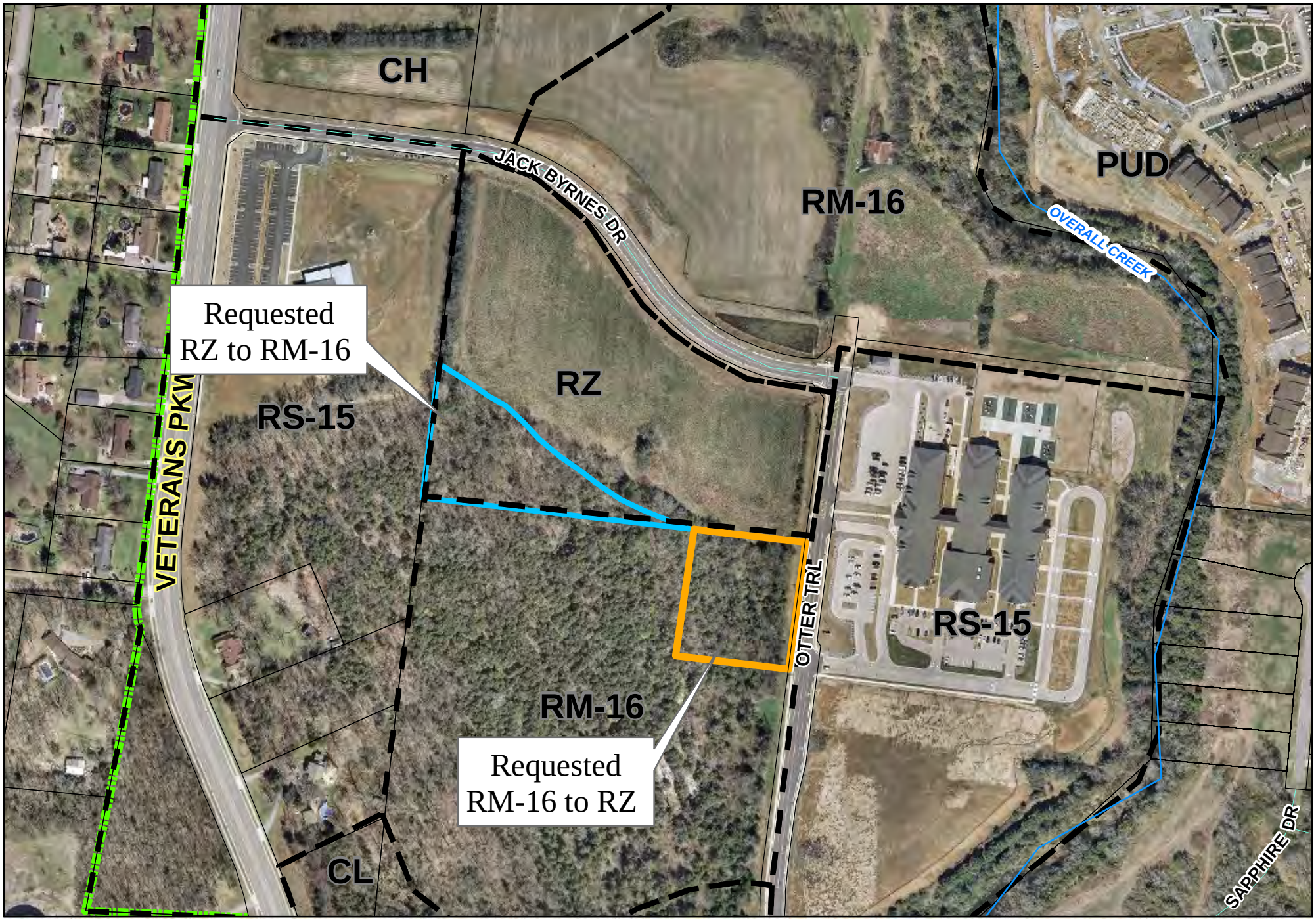
GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



Rezoning Request for Area Along Otter Trail from RM-16 to RZ and RZ to RM-16

0 150 300 600 900
Feet

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

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

October 29, 2015

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

Re: Rezoning Request
Described as Tax Map 93, a portion of Parcel 70.00 located on Otter Trail
Murfreesboro, Tennessee

Dear Mr. Whitaker:

On behalf of our client, Swanson Developments, LP, we hereby request the rezoning of two portions of the property located on Tax Map 93, Parcel 70.00. A portion (2.10 acres) of the property currently zoned RZ is requested to be rezoned to match the adjacent RM-16 zoning. Concurrently, a portion (1.79 acres) of the adjacent RM-16 zoned property is requested to be rezoned to RZ. These proposed changes are indicated on the attached copy of the plan for Kingdom Crest, Section I. Thank you for considering our request.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

Stephen A. Steele, P.E.

OCT 29 2015

having pocket parking scattered throughout the development. She exclaimed, this is a good solution, nice job!

Ms. Kathy Jones made a motion to approve the Planned Residential Development amendment, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

Consent Agenda

Chairman Bob Lamb read the following items to consider for approval.

Mandatory Referral [2014-722] for the extension of a lease at 1734 S. Rutherford Blvd, City of Murfreesboro Legal Department applicant.

Mr. Doug Young made a motion to approve the consent agenda, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Public Hearing

Rezoning application [2015-428] for approximately 3.9 acres located along Otter Trail to be rezoned from RZ to RM-16 (approximately 2.1 acres) and RM-16 to RZ (approximately 1.8 acres), Swanson Development applicant.

Ms. Margaret Ann Green by began by describing the subject property located south of Jack Byrnes Drive and west of Otter Trail. The parcel is currently zoned RZ (Residential Zero Lot Line District), RM-16 (Multifamily residential district) and CL (Local Commercial District). The properties to the north are zoned RM-16. The property to the east, across Otter Trail, is zoned RS-15 and is the location of the Overall Creek Elementary school. The property to the west is RS-15 and is the location of an institutional public assembly (church).

The subject property was zoned RZ, RM-16 and CL when it was annexed. Since that time, the applicants have developed a master development plan for the property. They now wish to rezone 2.1 acres of the property from RZ to RM-16 and 1.8 acres from RM- 16 to RZ. If approved, this rezoning will increase the amount of property zoned RM-16 by 0.3 acres (13,068 square feet) which would increase density by approximately 6 dwelling units. Additional units may be gained if the site plan includes amenities that meet the requirements of the Zoning Ordinance provided that the total of all such density bonuses may not exceed 30% of the maximum density permitted in the district.

Mr. Clyde Rountree was present to represent the applicant.

Chairman Lamb opened the public hearing. No one came forward to speak for or against the rezoning request; therefore, Chairman Lamb closed the public hearing.

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

Rezoning application [2015-429] for approximately 3 acres located along Gresham Lane to be rezoned from RS-15 to RM-16, Alcorn Properties applicant. Ms. Margaret Ann Green began by describing the subject property which consists of 2 parcels located east of Gresham Lane, just east of Miranda Drive. The properties to the south are zoned RM-16 (Multi-family residential district) and RS-15 (Single-Family Residential District). The properties to the west, across Gresham Lane, are in the unincorporated area of Rutherford County and are developed as county single-family subdivisions. One parcel to the north is zoned RS-15 and the larger parcel is PCD (Planned Commercial District) and is the owned by Rutherford County. The property to the east is

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 4, 2015

4.d. Annexation Plan of Services and annexation petition [2015-507] for approximately 5.96 acres located along Foxfire Court, Linda Smith applicant

The subject property consists of a 5.96 acre parcel located along the south side of Foxfire Court. It is developed with one single-family residence addressed as 2631 Foxfire Court. The property owner has no immediate development plans for the property. She has requested annexation of this parcel in order to benefit from City services. There is no companion zoning request for the property. If the property is annexed, it will receive an interim zoning classification of RS-15 (Single-Family Residential District 15).

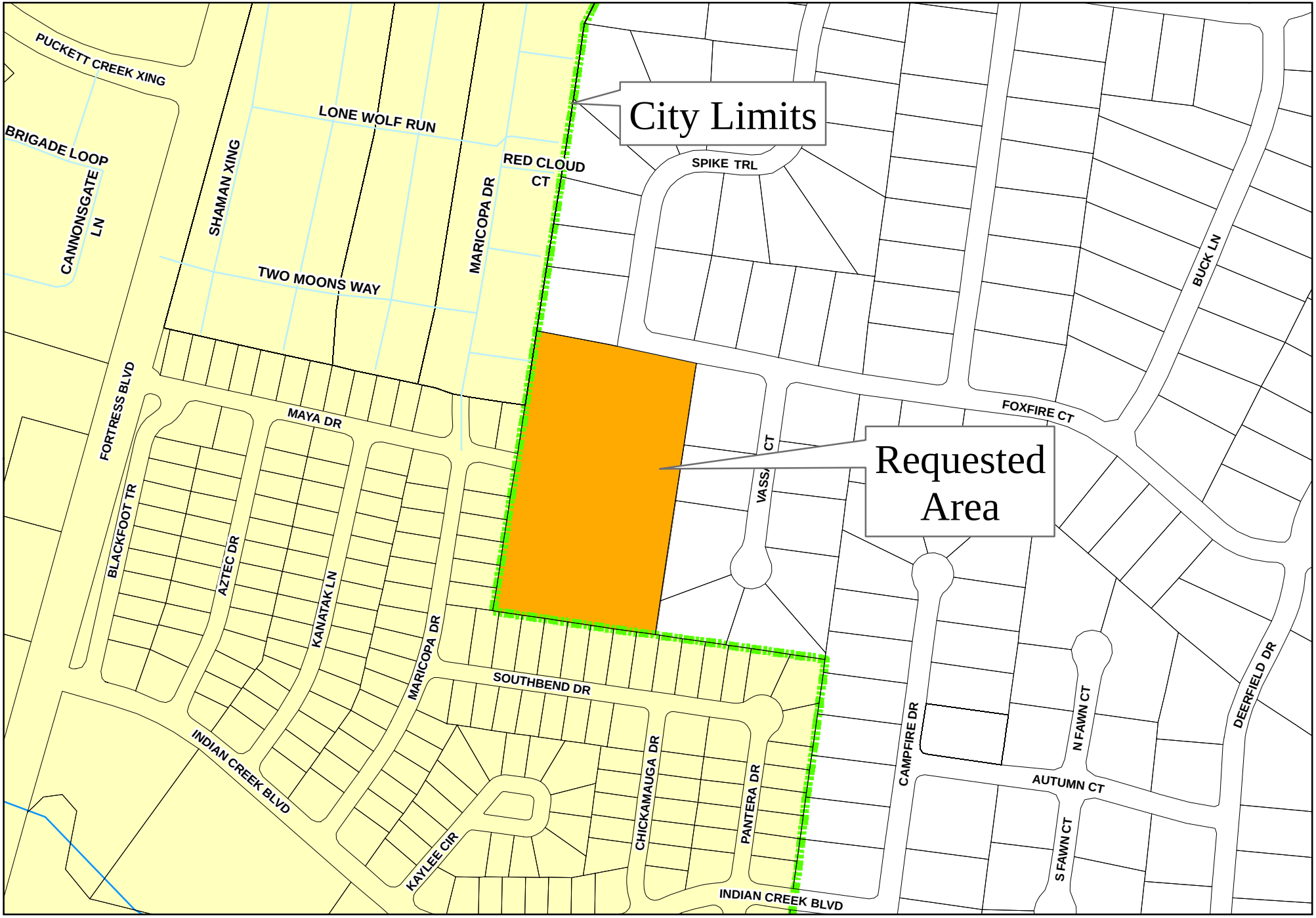
The subject property is bordered on its north and east sides by single-family residential development located in the unincorporated County. It is bordered on its south and west sides by the Villas at Indian Creek and Preserve at Indian Creek residential developments, which are located in the City limits. In addition to having its primary frontage on Foxfire Court, the property also has frontage on Maya Drive, which is a City street that stubs into the property from the west. The existing driveway is located off of Foxfire Court. The applicant has indicated that she would like to close the existing driveway and have her driveway off of the Maya Drive stub instead.

The subject property is contiguous with the existing City Limits to the west and south. It is within the City's urban growth boundary. In addition, the property owner has petitioned the City for the annexation. Staff has prepared a plan of services, which has been included in the agenda packet. No right-of-way is included in the annexation study.

Several departments, including the Police Department (MPD), the Fire and Rescue Department (MFRD), and the Solid Waste Department, expressed concerns about annexing the property in its current state. Because no other homes on Foxfire Court are in the City limits, these service providers would be required to drive past numerous homes in the unincorporated County in order to serve one parcel. This could prove especially problematic during times of emergency response, as annexing just one house on Foxfire Court has the potential to cause confusion. Based on the recommendations of the aforementioned departments, the Planning Staff recommends that the following conditions be met if the property is approved for annexation: 1) a new driveway

must be established off of Maya Drive; 2) the new driveway off of Maya Drive must be a minimum of 20’ in width; 3) the new driveway must be of sufficient construction to support a fire apparatus and a cross-section demonstrating this and sealed by a civil engineer should be submitted to the City Engineering Department for review and approval prior to construction; and 4) the address of the subject property shall be changed to a Maya Drive address. Once these conditions are met, the City will be able to provide services.

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



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Annexation Request For Property Along Foxfire Ct.

0 150 300 600 900
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION

I / we hereby petition the City of Murfreesboro to commence annexation of (identify property by street address, if any, and property tax map, group and parcel number; attach a map, survey or plat of the property) _____
2631 Foxfire Ct, m'boro, TN 37129
map 92 parcel 100
_____("the property") immediately.

OWNERSHIP – Check (or complete) the one accurate statement in each of the paired statements below.

X I / we are the only owner(s) of the property

____ The other owner(s) of the property and their mailing addresses are: _____

_____

_____

USE – Check the correct alternative in both statements below.

The property is ____ is not X being used primarily for agricultural purposes.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (e.g. 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 (e.g. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must attach a copy of the Power of Attorney.

Linda Smith S.96 RS-15
Printed Name of Owner and, if Owner is an entity, Printed Name of Owner's Representative

Signature: Linda Smith Status: owner Date: 09-08-15

615-848-8221
Mailing Address (if not address of property to be annexed)

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

Signature: _____ Status: _____ Date: _____

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

cis c:\documents and settings\jaydelott\local settings\temporary internet files\content.outlook\1kelvuk5\petition for annexation post april 15 2014 form.doc 5/5/2014 7:22 AM #1

2015-507

ANNEXATION REPORT FOR PROPERTY LOCATED AT 2631 FOXFIRE COURT INCLUDING PLAN OF SERVICES

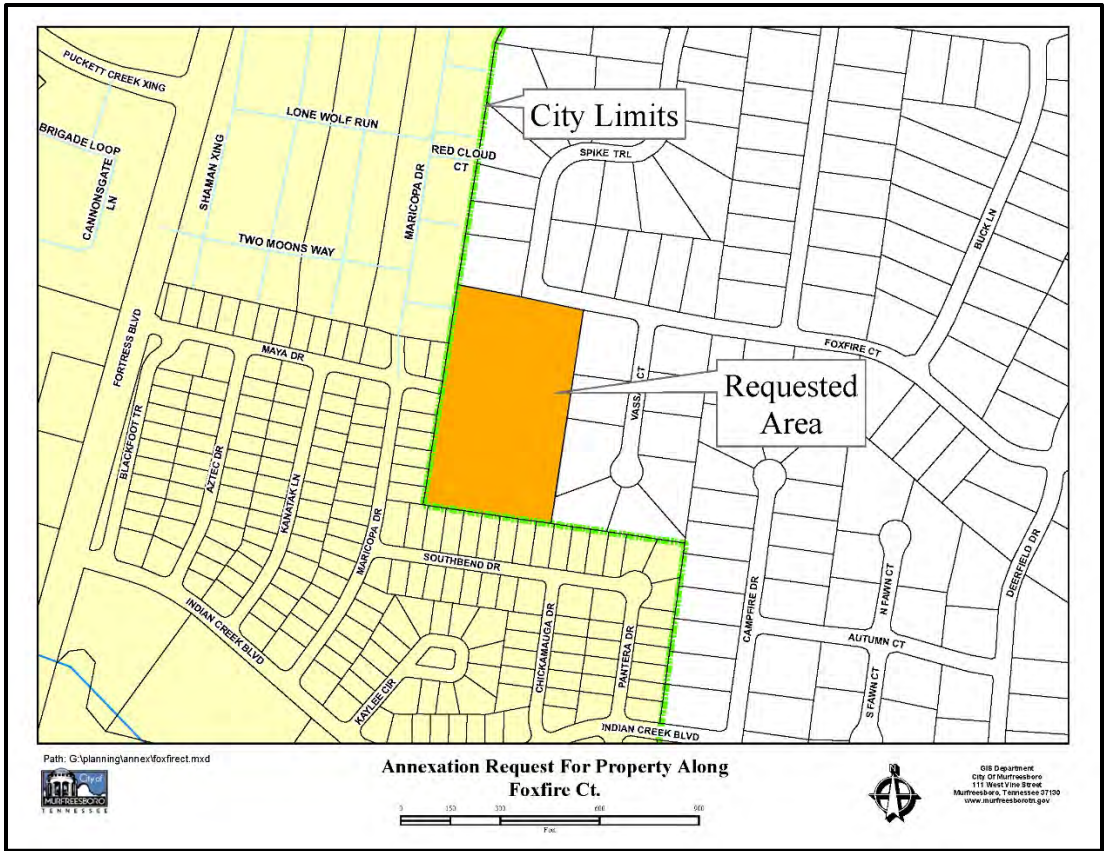
PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 4, 2015
Updated for January 7, 2016 City Council public hearing

Study Area
TWO MOONS WAY
SHAMAN XING
SITTING BULL XING
WOLVES DEN PL
MARICOPA DR
RED WILLOW DR
RUNNING WOLF CT
SPIKE TRL
FOXFIRE CT
MAYA DR
VASSAR CT
AZTEC DR
KANATA LN
SOUTHBEND DR
CHICKAMAUGA DR
PANTERA DR
CAMPFIRE DR
INDIAN CREEK BLVD
City of
MURFREESBORO
TENNESSEE

INTRODUCTION

OVERVIEW

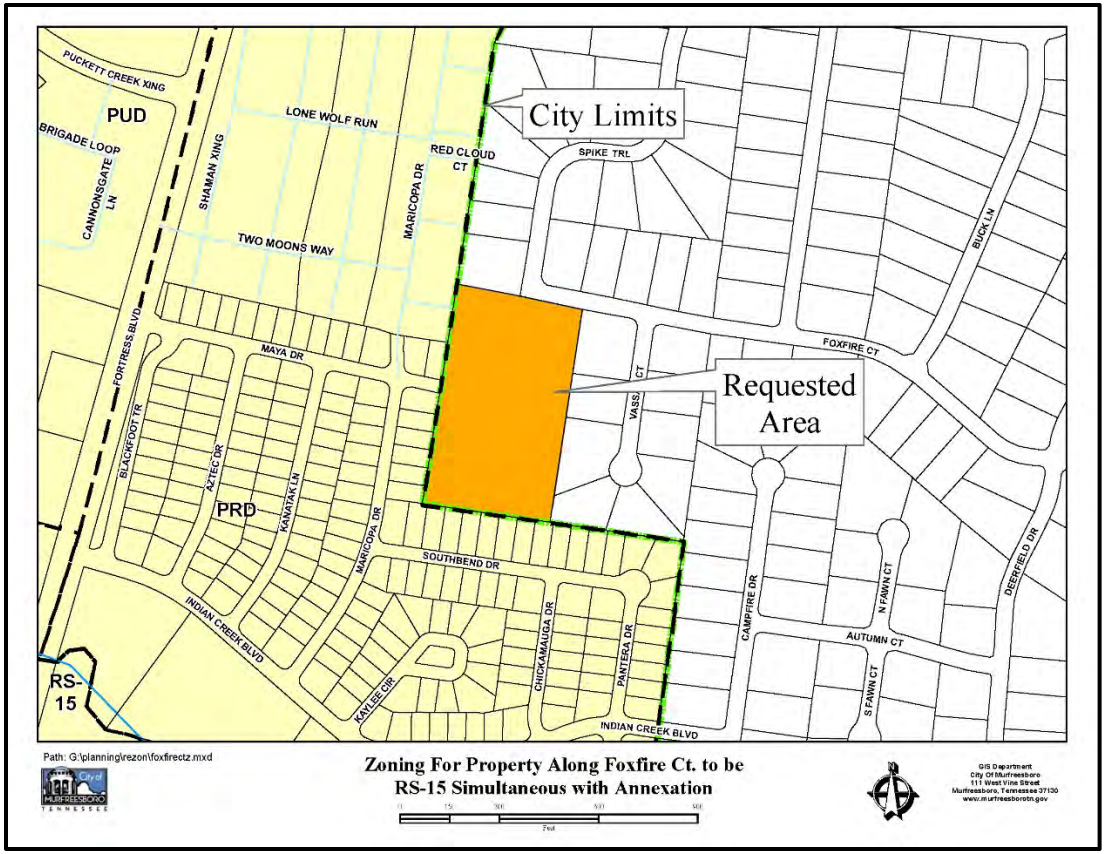
The area studied in this Plan of Services is a 5.96-acre parcel situated along the south side of Foxfire Court. The study area adjoins the City on the west and south, while the areas to the north and east of the study area lie within the unincorporated County. The study area is bounded by Foxfire Court and the Deerfield Stables subdivision on the north, The Villas at Indian Creek subdivision on the northwest, The Preserve at Indian Creek subdivision on the south and southwest, and the Deerfield subdivision on the east. The study area includes tax map 92, parcel 1.00.



CITY ZONING

The applicant, Ms. Linda Smith, has not requested a zoning classification. Since the property is currently zoned RM (Medium Density Residential) in the County and currently has a single-family home, the property will have an interim zoning classification of RS-15 (Single-Family Residential) upon annexation. The property is within the City of Murfreesboro's Urban Growth Boundary.

The properties to the south and west of the study area are zoned PRD (Planned Residential District). The properties to the north and east of the study area lie outside the City's boundaries and are zoned RM (Medium Density Residential) by the County.

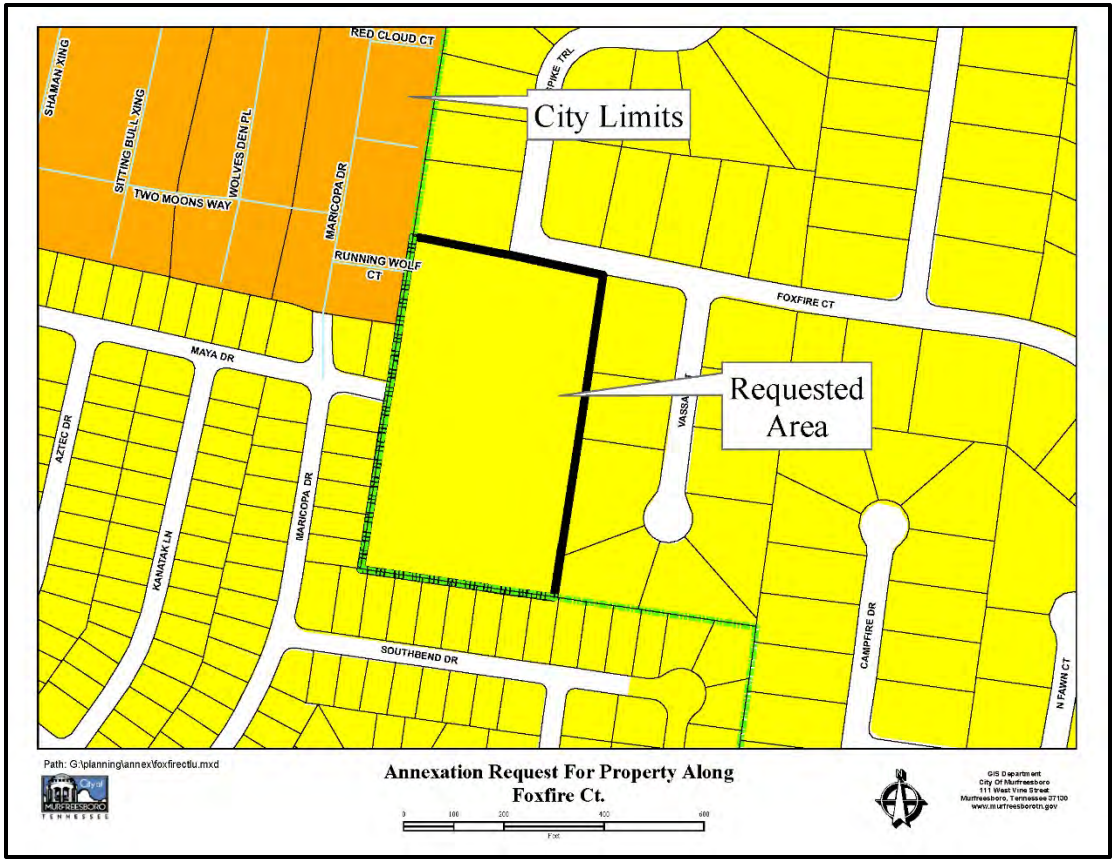


PRESENT AND SURROUNDING LAND USE

The area being considered for annexation is a 5.96-acre lot. A single-family home is currently located on the southeastern corner of the property.

City subdivisions are located to the south and southwest (The Preserve at Indian Creek) as well as the northwest (The Villas at Indian Creek). County subdivisions are located to the north (Deerfield Stables) and east (Deerfield).

The site is currently accessed from Foxfire Court, which lies entirely within the County. The site also adjoins Maya Drive—a City street—though there is presently no driveway connecting the existing house to Maya Drive. The applicant has expressed a desire to construct a driveway connecting the existing house to Maya Drive.



POPULATION

According to the 2010 Census from the Census Bureau, the average U.S. household includes 2.58 people. The study area currently includes 1 single-family home with a total estimated population of 3 people.

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2015 will be due on December 31, 2016. 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 $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Linda Smith	5.96	$78,700	$19,400	$24,525	$311.54

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2015-2016 per capita state revenue estimates for the City of Murfreesboro based on the property being built-out at RS-15 density (one unit per 15,000 square feet).

Table II
Per Capita State Revenue Estimates

General Fund	**Per Capita Amount**
State Sales Tax	$70.00
State Beer Tax	$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	$2.05
Gross Receipts (TVA in-lieu taxes)	$11.00
Total General Revenue Per Capita	$83.55
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$25.91
Total Per Capita (General and State Street Aid Funds)	**$109.46**
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit)	**$3,671.29**

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

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department (MPD) will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. However, annexing only one home that is addressed and accessed off of Foxfire Court could be problematic and cause confusion during times of emergency response. Therefore, MPD recommends that the property only be annexed if a driveway is constructed off of Maya Drive and the property address is changed to a Maya Drive address. Provided that these conditions are met, this annexation will have no negative impact on MPD. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). A primary line currently crosses the property. Murfreesboro Electric Department (MED) has facilities and electrical infrastructure in place along Maya Drive to serve the property if it is developed in the future. Any electrical infrastructure installed to serve development in the study area will be required to adhere to MED standards. Any future development on the property will necessitate a redesign of overhead lines.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

The study area currently has access to Foxfire Court, a County road. Additionally, the property has frontage along the eastern terminus of Maya Drive. The applicant has expressed a desire to connect a new driveway for the existing home to Maya Drive. However, no new streets are proposed with this annexation. Access points and on-site circulation for future development will be reviewed during the subdivision review process as new streets are platted. Any new roads associated with development of the subject property must adhere to the City's Standard Street Specifications.

WATER SERVICE

The study area is served by a 6-inch Consolidated Utility District (CUD) water line along Foxfire Court. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

Annexation Study
2631 Foxfire Court

Any additional development to the parcel(s) would be subject to the applicant submitting the Developer's Packet to Consolidated Utility District which includes a Water Availability Request to determine feasibility of and approve the proposed development.

Date: 9/28/2015

Prepared by: JLW

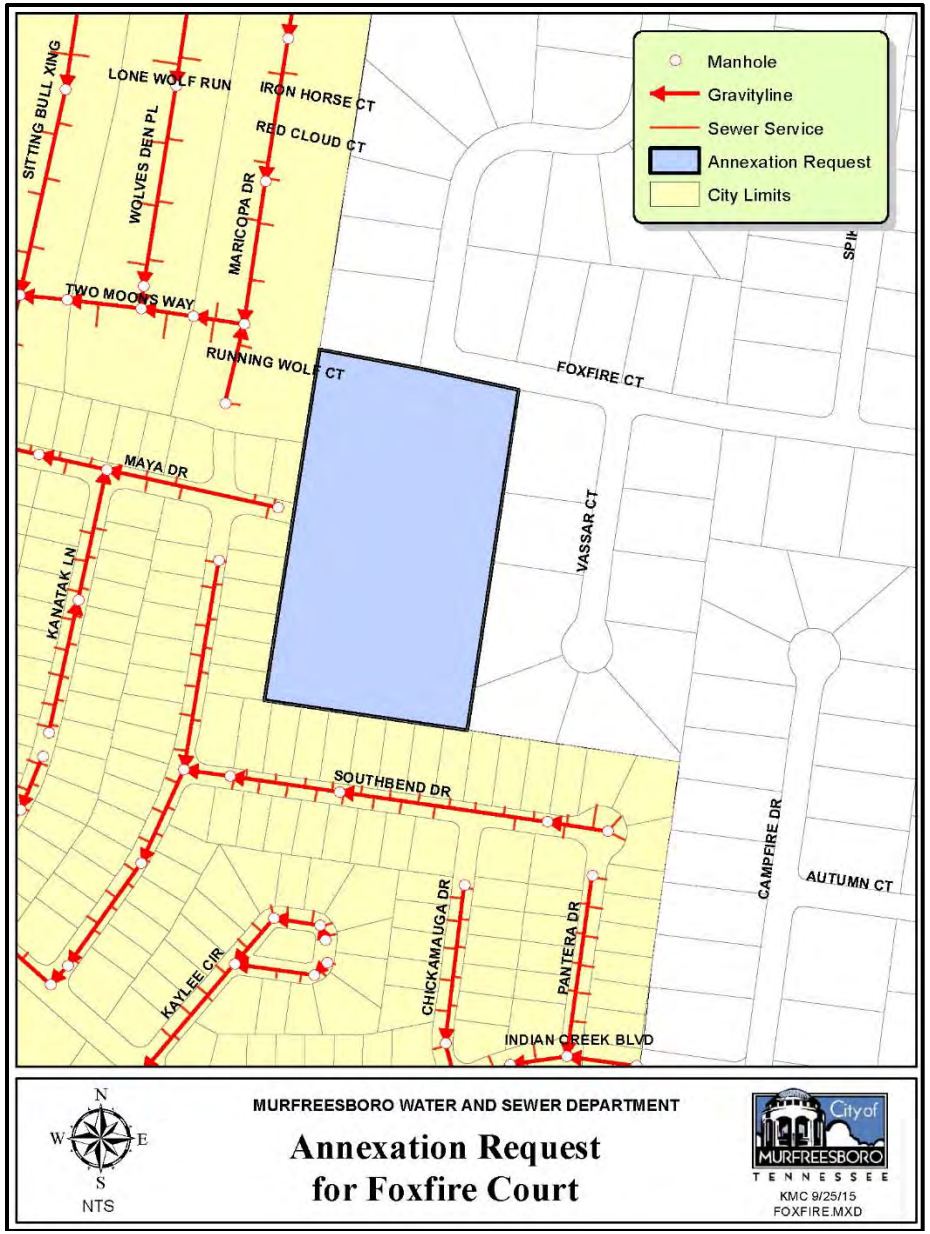
N.T.S.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property is to be served by an existing 8-inch sanitary sewer main located within the right-of-way along Maya Drive. Any connections to the sewer main shall be made at the existing manhole on Maya Drive. The study area lies within the Overall Creek Sanitary Sewer Assessment District and will be charged $1,000 per single-family unit in addition to current standard connection fees. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

The red lines on the adjacent map represent existing sewer lines.

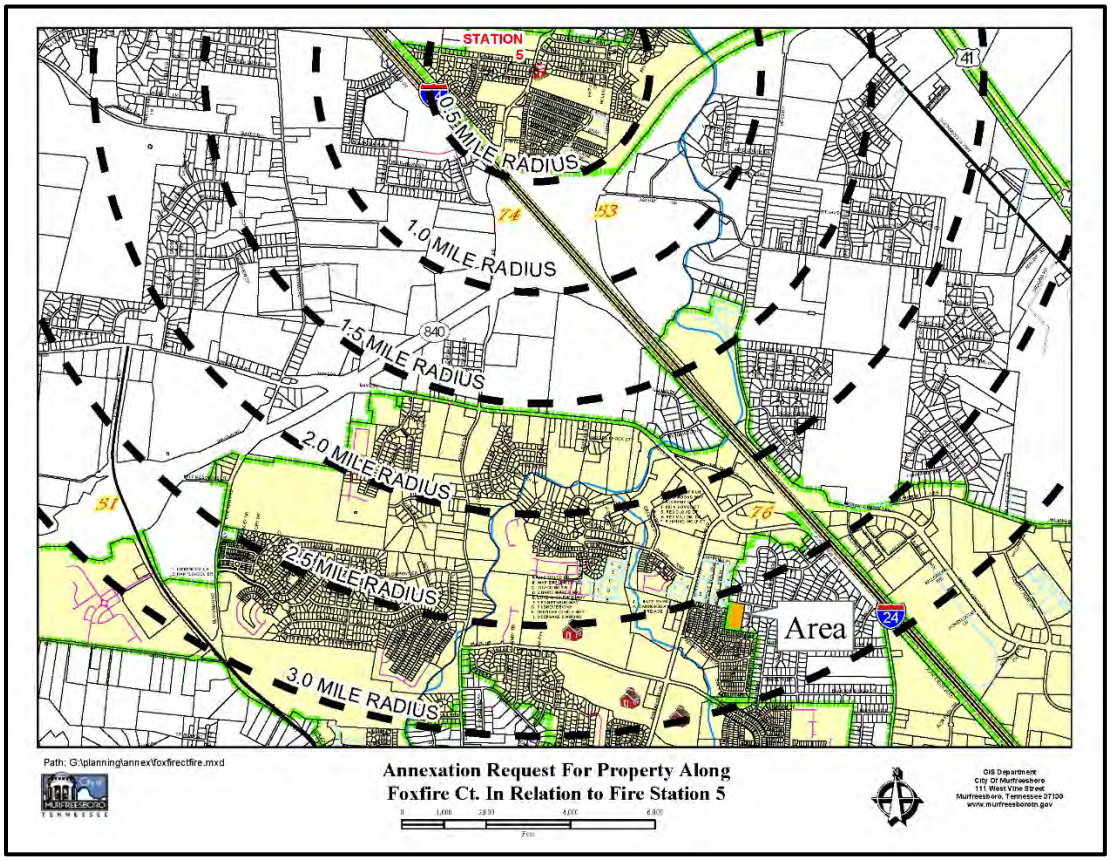


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. However, annexing only one home that is addressed and accessed off of Foxfire Court could be problematic and cause confusion during times of emergency response. Therefore, MFRD recommends that the property only be annexed if a driveway is constructed off of Maya Drive and the property address is changed to a Maya Drive address. In addition, MFRD will require the new driveway off of Maya Drive to be a minimum of 15' in width and of sufficient construction to support the weight of a fire apparatus.

There is a 6-inch Consolidated Utility District water line along Foxfire Court that serves the subject property. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

The closest fire station to the subject property is Fire Station #9, located at 802 Cason Lane, 2.8 roadway miles from the study area. Additionally, Fire Station #5, located at 3006 Florence Road, is approximately 3.3 roadway miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In the property's current state, the Solid Waste Department will be responsible for providing one cart. This will cost the department $75. The initial day of service will be Friday. No additional equipment or manpower will be needed to serve the study area. Because the Solid Waste Department does not currently serve any portion of Foxfire Court, a connection from the property to Maya Drive—a City street—is highly desirable.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected. A preliminary inspection by the Codes Department indicated no code violations.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

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.

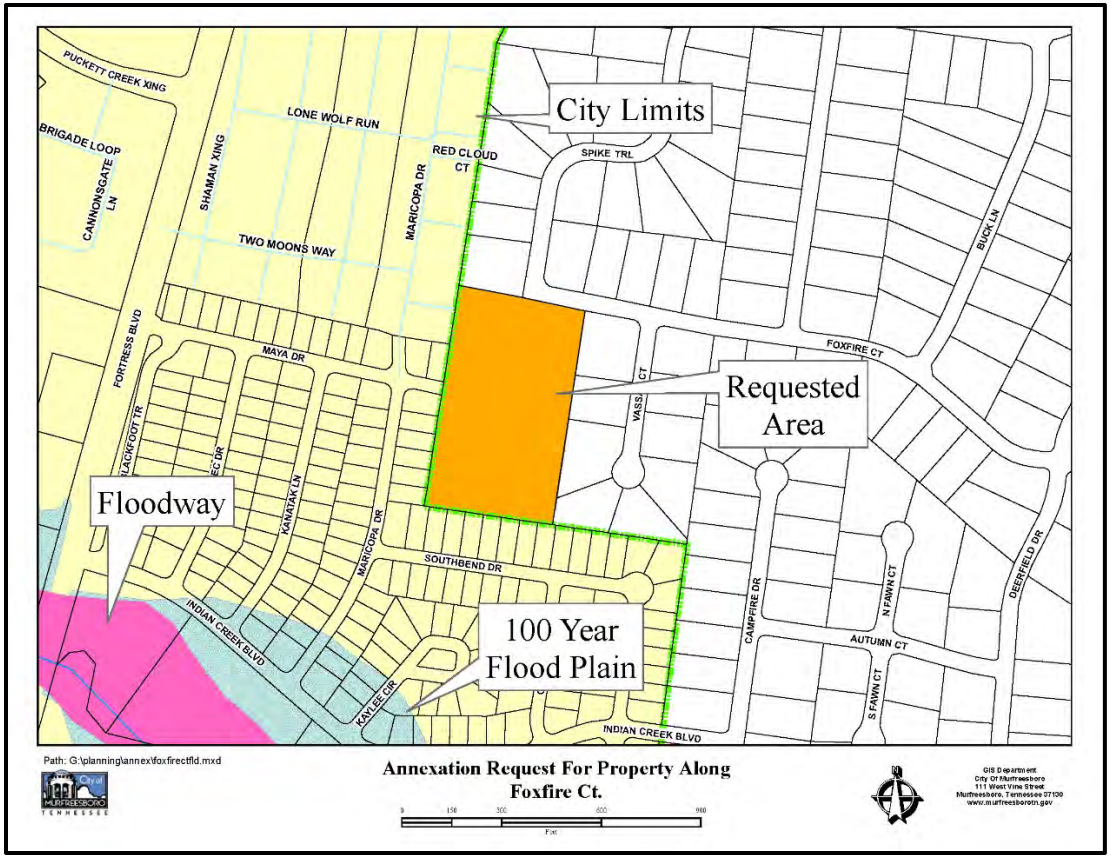
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

Puckett Creek is located approximately 1,000 feet to the south of the study area. The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

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



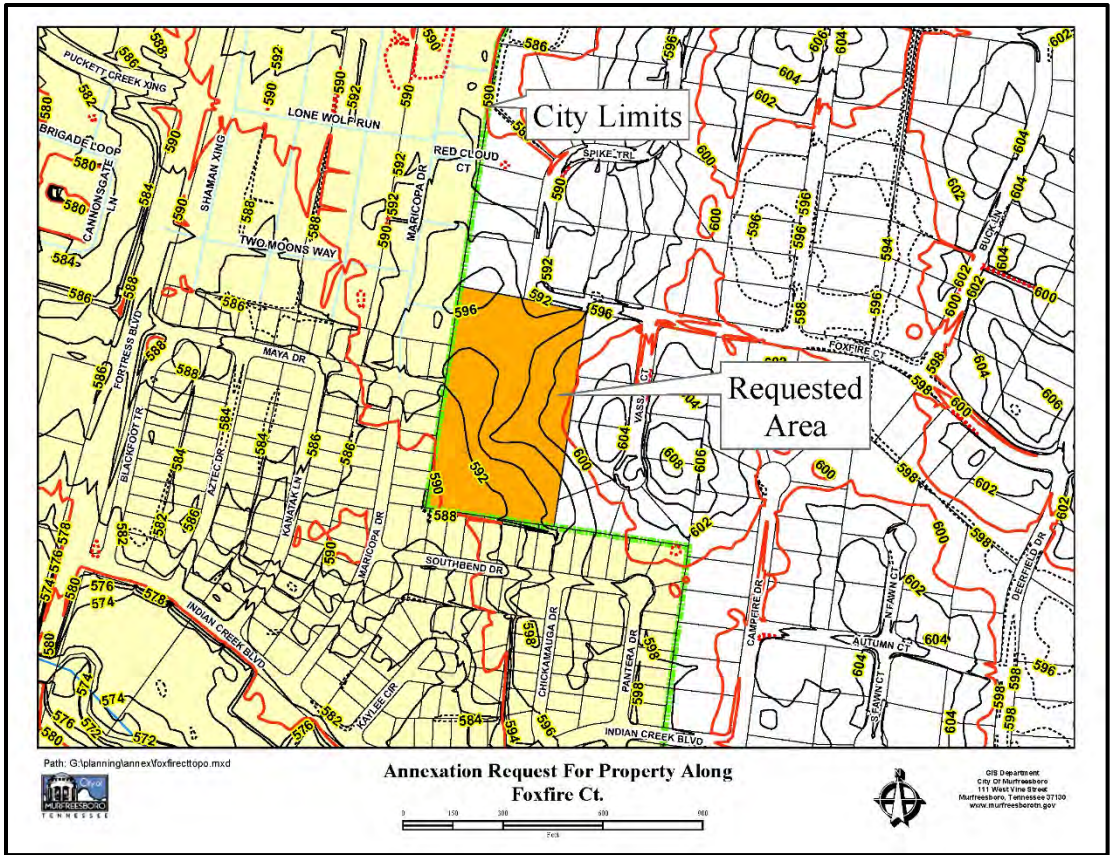
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. City public drainage facilities are located to the west and south of the study area in The Preserve at Indian Creek subdivision. The northern portion of the property drains to the north and ultimately to Overall Creek. The southern portion of the property drains to the west and ultimately to Puckett Creek. No existing public drainage facilities are located within the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed RS-15 zoning, this property has the potential to generate $550 in Stormwater Utility Fees annually upon full development.

New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

Fringe being a transition zone to protect the neighborhood. To date, there has been no resistance from the neighbors regarding the rezoning. Continuing, Mr. Rountree explained they had attempted to contact a private owner regarding the joining a two acre out parcel with a rental home to see if they were interested with the annexation and rezoning but was not able to find the owner. He requested approval for this request.

Chairman Lamb opened the public hearing. No one came forward to speak for or against the rezoning request; therefore, Chairman Lamb closed the public hearing. **Mr. Doug Young made a motion to approve the rezoning request, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.**

Annexation Plan of Services and annexation petition [2015-507] for approximately 5.96 acres located along Foxfire Court, Linda Smith applicant. Mr. Matthew Blomeley began by describing the subject property which consists of a 5.96 acre parcel located along the south side of Foxfire Court. It is developed with one single-family residence addressed as 2631 Foxfire Court. The property owner has no immediate development plans for the property. She has requested annexation of this parcel in order to benefit from City services. There is no companion zoning request for the property. If the property is annexed, it will receive an interim zoning classification of RS-15 (Single-Family Residential District 15).

The subject property is bordered on its north and east sides by single-family residential development located in the unincorporated County. It is bordered on its south and west sides by the Villas at Indian Creek and Preserve at Indian Creek residential developments, which are located in the City limits. In addition to having its primary frontage on Foxfire Court, the property also has frontage on Maya Drive,

which is a City street that stubs into the property from the west. The existing driveway is located off of Foxfire Court. The applicant has indicated that she would like to close the existing driveway and have her driveway off of the Maya Drive stub instead.

The subject property is contiguous with the existing City Limits to the west and south. It is within the City's urban growth boundary. In addition, the property owner has petitioned the City for the annexation. Staff has provided a plan of services with this request. No right-of-way is included in the annexation study.

Several departments, including the Police Department (MPD), the Fire and Rescue Department (MFRD), and the Solid Waste Department, expressed concerns about annexing the property in its current state. Because no other homes on Foxfire Court are in the City limits, these service providers would be required to drive past numerous homes in the unincorporated County in order to serve one parcel. This could prove especially problematic during times of emergency response, as annexing just one house on Foxfire Court has the potential to cause confusion. Based on the recommendations of the aforementioned departments, the Planning Staff recommends that the following conditions be met if the property is approved for annexation:

1) A new driveway must be established off of Maya Drive

2) The new driveway off of Maya Drive must be a minimum of 15' in width

3) The new driveway must be of sufficient construction to support a fire apparatus, i.e. firetruck and a cross-section demonstrating this and sealed by a civil engineer should be submitted to the City Engineering Department for review and approval prior to construction; and

4) The address of the subject property shall be changed to a Maya Drive address. Once these conditions are met, the City will be able to provide services.

Ms. Linda Smith the applicant was present for any questions.

Mr. Tom Clark asked if the conditions that have been presented were conveyed to Ms. Smith, in which Mr. Blomeley answered yes. Currently, Ms. Smith is getting quotes for the recommended driveway construction.

Chairman Lamb opened the public hearing.

Ms. Teresa Farmer 846 Spike Trail – if the applicant sold her property would the zoning be able to change?

Mr. George Russell 2604 Foxfire Court – if development occurs would the traffic come through a county subdivision? He has concerns with the increase of traffic in a county subdivision if this property is developed.

Chairman Lamb closed the public hearing.

Mr. Blomeley made known there was no rezoning request with this annexation request. Therefore, this property would receive an interim zoning classification of RS-15 (Single-Family Residential District). In the future, if there is a new property owner, they would have a right to apply for a rezoning request if they so choose. The rezoning request would have to go through the same public hearing process with the Planning Commission and City Council.

Continuing, Mr. Blomeley addressed traffic concerns in a county subdivision if this property was ever developed as a family residential subdivision. He made known

there is possibility for connectivity. It has been the practice from the City to have multiple ways entering and exiting a subdivision.

Ms. Kathy Jones stated that with an interim RS-15 zone classification, the land could be developed with the existing home as a RS-15 zone. Mr. Blomeley made known it would be possible with this zone to construct 10 to 12 homes.

Chairman Lamb asked if sewer was available, in which Mr. Blomeley answered yes at Maya Drive.

Mr. Ken Halliburton made a motion to approve the annexation petition, plan of services and all staff comments including the following:

- **fifteen foot drive off of Maya Drive**
- **the plan of services and the annexation request be contingent upon the conditions from staff comments**

The motion was seconded by Ms. Kathy Jones, the motion carried by unanimous vote in favor.

PRD Amendment [2015-426] for approximately 91.5 acres located along Veterans Parkway to amend the Sheffield Park PRD, Beazer Homes applicant. Mr. Matthew Blomeley began by describing the subject property located along the south side of Veterans Parkway, just to the south of the intersection of Veterans Parkway and Saint Andrews Drive. It is the site of the Sheffield Park PRD. It was originally approved by the City Council in 2006 as the Brookside/Murfree Station PRD, which was approved for 236 single-family residential lots. After its original approval in 2006, however, development never moved forward. In 2013, Beazer Homes acquired the PRD and assumed the role of developer. The PRD was amended in 2013 to make

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 2, 2015

3.a. PRD Amendment [2015-426] for approximately 91.5 acres located along Veterans Parkway to amend the Sheffield Park PRD, Beazer Homes applicant.

The Planning Commission conducted a public hearing on the above PRD amendment request at its November 4th meeting. After the public hearing, there was considerable discussion regarding parking within the subdivision. The Planning Commission then deferred the request in order for the applicant to create additional parking opportunities. The staff comments from the November 4th meeting are in italics below.

The subject property is located along the south side of Veterans Parkway, just to the south of the intersection of Veterans Parkway and Saint Andrews Drive. It is the site of the Sheffield Park PRD. It was originally approved by the City Council in 2006 as the Brookside/Murfree Station PRD, which was approved for 236 single-family residential lots. After its original approval in 2006, however, development never moved forward. In 2013, Beazer Homes acquired the PRD and assumed the role of developer. The PRD was amended in 2013 to make the plan consistent with Beazer's vision for the development of the property. The density remained the same at 236 single-family residential lots.

Since that time, development has commenced. Section 1, Phase 1 has been recorded and homes are under construction. Section 1, Phase 2 and Section 2 have both been approved but not yet recorded. The developer has discovered two wetlands in the southeast corner of the development tract. One of the two wetlands is proposed to be mitigated, while the other one is to be left undisturbed as common area. It is because of these conditions that the applicant now proposes to amend the PRD once again. The major elements of the proposed PRD amendment include revisions to the street network in the southern half of the development, as well as an increase in the number of 8,000 square-foot lots and a decrease in the number of lots in the other lot size categories. Currently, the PRD has areas specified for 8,000, 10,000, 12,000, and 15,000 square-foot minimum lot sizes. The number of 8,000 square-foot lots will increase from 99 to 141, the number of 10,000 square-foot lots will decrease from 37 to 36, the number of 12,000 square-foot lots will decrease from 55 to 37, and the number of 15,000 square-foot lots will decrease from 47 to 20. Increasing the number of 8,000 square-foot lots will allow the applicant to retain the original lot yield of 236, despite the fact that wetlands have been discovered. It should be noted that the applicant is NOT proposing to increase the number of lots with this amendment.

The exterior building material requirements are consistent with the existing PRD approval. The front of all homes will be all brick, stone, or fiber cement board siding,

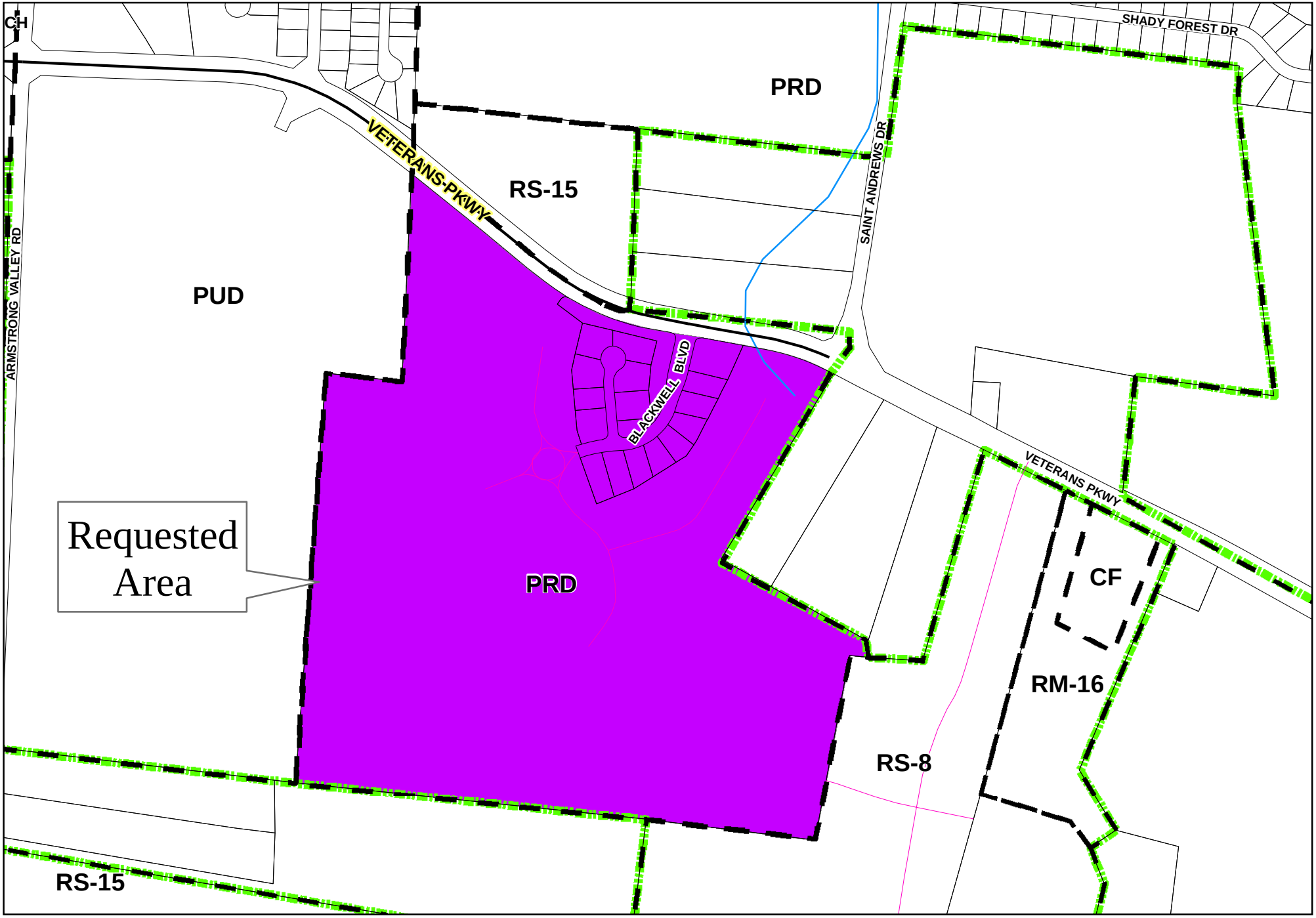
while vinyl siding will be permitted on the sides and rear. Two-car garages are required and, consistent with the existing PRD zoning, the applicant has committed to a requirement that front-entry garages will not protrude past the front of the house more than 10'. No changes to the approved building setbacks are proposed. The 8,000 and 10,000 square-foot lots will continue to have 25' front setbacks and the 12,000 and 15,000 square-foot lots will continue to have 35' front setbacks. Because of the proposed increase in the number of lots with 25' front setbacks, Staff has asked the design engineer to investigate the potential of adding guest parking areas in the common areas, where possible, in order to offset the increased number of shorter driveways. Staff expects to have additional information on this issue at the Planning Commission meeting. The amenity package will be consistent with the existing PRD approval and will be supplemented with an additional walking trail. Additional details regarding the development can be found in the program book.

As mentioned previously, increasing the number of 8,000 square-foot lots will allow the applicant to maintain the current lot yield of 236. In comparison, the developing Indigo subdivision directly to the east is zoned RS-8 with minimum lot sizes of 8,000 square feet. Weston Park, directly to the west, is zoned PUD and contains single-family detached homes on lots of approximately 6,000 square-feet to 12,000 square-feet. It also contains a zero-lot-line product called Weston Village. Southern Meadows, which is located to the north, is zoned PRD and has minimum lot sizes of 10,000 and 12,000 square-feet. Kimbro Woods, which is also located to the north, is zoned PRD and has minimum lot sizes of approximately 6,500-7,000 square-feet. The proposed increase in 8,000 square-foot lots in Sheffield Park appears to be generally consistent with the lot sizes of the surrounding City subdivisions.

Since that meeting, the applicant and the design team have worked on addressing the Planning Commission's concerns regarding parking. They have identified 56 of the 8,000 square-foot lots that can accommodate 35' front minimum building setbacks. They are proposing a mandatory 35' front minimum building setback on these 56 lots, which means that there will be a net increase in the subdivision of eleven (11) lots with 35' minimum front building setbacks over what was approved in 2013. If approved, there will actually be an increase in the number of off-street parking spaces over what was approved in 2013, despite the increase in the number of 8,000 square-foot lots. These 56 lots are noted with an asterisk on the enclosed plan. The guest parking lots presented at the November 4th public hearing have been removed from the plan.

It should also be noted that the plan book submitted for the Planning Commission public hearing on November 4th erroneously specified that the number of 8,000 square-foot lots was proposed to increase from 99 to 141. The design team has revised the plan book to indicate that the number of 8,000 square-foot lots is actually proposed to increase from 97 to 143. All other lot categories will remain as presented to the Planning Commission on November 4th. In addition, the total lot yield will remain at 236.

The Planning Commission will need to discuss this matter once again and then formulate a recommendation for City Council.



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Rezoning For Property Along Veterans Parkway
PRD Amendment

0 250 500 1,000 1,500
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

REZONING APPLICATION FORM

City of Murfreesboro TENNESSEE

Creating a better quality of life

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

RECEIVED
OCT 0 1 2015
BY: ....

REZONING APPLICATION FORM
$600.00 per application

Procedure for applicant:

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

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A $600.00 non-refundable application fee.

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

To be completed by applicant:

APPLICANT: BEAZER HOMES - TOBY TOBIAS

Address: 1018 Elm Hill Pike City/State/Zip: Nashville, TN 37210

Phone: 615-244-9600 E-mail address: toby.tobias@beazer.com

PROPERTY OWNER: BEAZER HOMES

Street Address or property description:

and/or Tax map #: 114 Group: Parcel (s): 21.04

Existing zoning classification: PRD

Proposed zoning classification: PRD Acreage: 91.5

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

E-mail:

APPLICANT'S SIGNATURE (required): [signature]

DATE: 9.29.15

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

Date received: 10-1-15 **MPC YR.:** 2015 **MPC #:** 426

Amount paid: $600.00 **Receipt #:** 922551

Revised 1/2010

Sheffield Park

BEAZER HOMES

1018 Elm Hill Pike
Nashville, TN 37210
615-690-8200

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING * SURVEYING * LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD * MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 * WEB: WWW.SEC-CIVIL.COM * FAX: (615) 895-2567

An Amendment to the PRD

Submitted October 1, 2015
Resubmitted November 20, 2015 for December 2, 2015 PC Public Hearing
Resubmitted December 14, 2015 for January 7, 2016 City Council Public Hearing

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Chapter 13

Subsection D Item 2a

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Note: *THIS PRD BOOKLET AND CONCEPT PLAN ARE A COMBINATION OF INFORMATION AND DATA PREPARED BY SEC, INC. AND HUDDLESTON-STEELE ENGINEERING, INC. FOR BEAZER HOMES. INFORMATION AND DATA FOR EXISTING SECTIONS 1 & 2 HAS BEEN PREPARED BY HUDDLESTON-STEELE, WHILE THE REMAINING CONCEPTUAL FUTURE SECTIONS AND AMENITY CENTER HAVE BEEN PREPARED BY SEC, INC. FOR BEAZER HOMES FOR THE PURPOSE OF AMENDING THE PREVIOUSLY APPROVED PRD PREPARED BY HUDDLESTON-STEELE.*

Introduction

Synopsis

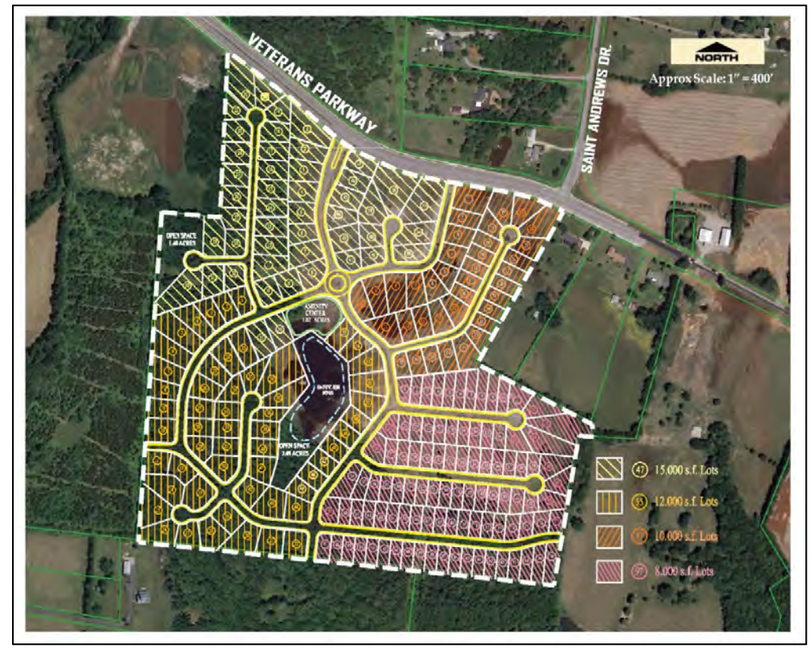
The Request

Beazer Homes respectively requests an amendment to the previously approved Sheffield Park PRD. The development is located on Tax Map 114 Parcel 21.04 which is approximately 91.5 acres in size. The property is located to the south of Veterans Parkway.

Current zoning of the property is PRD. The current PRD allows 236 single family homes on 91.5 acres for a density of 2.58 d.u./acre. All of the homes in the approved PRD would have provided for 2 or more bedrooms. The approved PRD has a mixture of 8,000 sf, 10,000 sf, 12,000 sf, and 15000+ sf minimum lots. The minimum home size for the approved PRD is 1,400 sf and ranges up to 3,200 sf.

This request is to amend the Planned Residential District (PRD). The request is due to further investigating of the property identified two previously unmapped wetlands. One of the wetlands is planned to be mitigated, while the other wetland is too large and diverse to be mitigated. Due to the discovery of these wetlands, the concept plan was adjusted to work around it, and incorporated it into an open space in the neighborhood. The street network has been adjusted accordingly to work around the wetland. The lot types have been adjusted as well, to smaller sizes to allow the developer to match the approved lot yield without increasing the overall density. The proposed PRD zoning will consist of a total of 236 single family lots yielding an overall density of 2.58 lots per acre. All homes will have 2 or more bedrooms. The minimum lot size for the proposed PRD is 8,000 sf but also includes 10,000 sf, 12,000 sf, and 15,000+ sf lots. The proposed home sizes will range from 1,400-3,200 sf.

PROPOSED PRD PLAN



CURRENTLY APPROVED PRD PLAN

PLAN COMPARISON			
	Existing Plan	Proposed Plan	DIFF.
# of Dwelling Units	236	236	0
Acres of PRD Zoning =	91.5	91.5	0
DENSITY =	2.58	2.58	0.00
Minimum Home Size =	1400	1400	0
8,000 s.f. Lots =	97	143	46
10,000 s.f. Lots =	37	36	-1
12,000 s.f. Lots =	55	37	-18
15,000+ s.f. Lots =	47	20	-27
8,000 & 10,000 s.f. Lots w/ 25' Setback	134	123	-11

Proposed Plan

LAND USE DATA:

EXISTING ZONING: PLANNED RESIDENTIAL DEVELOPMENT (PRD)
PROPOSED: AMENDMENT TO THE APPROVED PRD
LAND USE: SINGLE FAMILY DETACHED

TOTAL LAND AREA: ±91.5 ACRES

TOTAL NUMBER OF LOTS: 236
GROSS DENSITY: 236 LOTS/91.5 ACRES= 2.58 UNITS/ACRE

MINIMUM LOT SIZE: 8,000 SF (60' W x 135' D TYP.)
LOTS RANGE FROM 8,000 SF TO 15,000 SF

TOTAL OPEN SPACE: ±11.85 ACRES (12.6%)

MINIMUM BUILDING SETBACKS:
FRONT = 25 FEET (6,000 AND 10,000 SF LOTS)
35 FEET (12,000 AND 15,000 SF LOTS)
(8,000 SF LOTS DEPICTED W/ *)
REAR = 20 FEET
SIDE = 5 FEET

MAXIMUM ALLOWABLE FAR = 0.45 PER LOT

Not To Scale

Existing Conditions

Utilities, Topography, and Right–of-Way

Sanitary sewer main has been extended into the property with Section 1 construction and will continue to be extended via this same route. The developer will be responsible for extending the sewer into this property. Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department.

The property has/will have access to public right-of-way at two locations. Both access points are located along Veterans Parkway. In addition to these connections, there are two other proposed connections via future roadway extensions toward adjoining properties.

Not To Scale

A large water main is located along Veterans Parkway and was extended into the property with Section 1 construction and will continue to be extended with each section of construction. The developer will be responsible for extending the line into this property and into the site for domestic and fire water service. Water service will be provided by the Consolidated Utility District of Rutherford County.

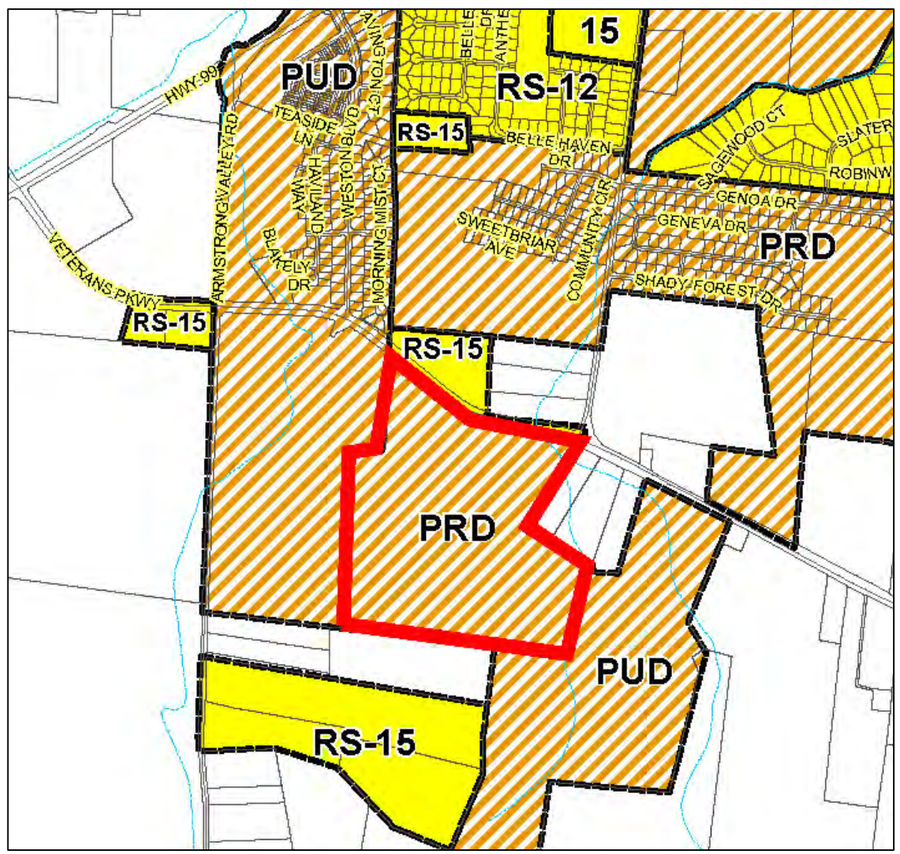
Murfreesboro Electric Department will be providing electrical service. All electric service will be underground.

The existing topography of the site shows the site's drainage basin is generally from west to east and south to north. Stormwater runoff from the entire site enters Spence Creek to the north of the property. The site currently has active construction in Section 1 but the remainder is covered in dense vegetation.

Existing Conditions

Aerial & Surrounding Zoning

The surrounding areas are mainly zoned of residential via the Planned Residential District with a variety of housing types.



Not To Scale

Construction is currently on-going in Section 1 and Section 2 has recently been approved by the planning commission. The remainder of the site contains dense vegetative growth.

Proposed PRD

- 236 Dwelling Units with 2 Bedrooms or more.
- Lots range from 8,000 SF to 15,000+ SF.
- Sidewalks along both sides of all streets throughout the development to create a pedestrian friendly neighborhood.
- Setbacks:
  - Front =25 feet (8,000 and 10,000 SF Lots)
    35 feet (12,000 and 15,000+ SF Lots)
    (8,000 SF Lots Depicted w/ *)
  - Rear = 20 feet
  - Side = 5 feet

Synopsis

Sheffield Park consists of 236 dwelling units on 91.5 acres for a density of 2.58 d.u. per acre. The site provides open space that will function as stormwater management areas as well as passive recreation areas. In addition to the unstructured open space, the project will include a distinctive entry sign and amenity center complete with a pool and cabana and a playground.

Development Standards

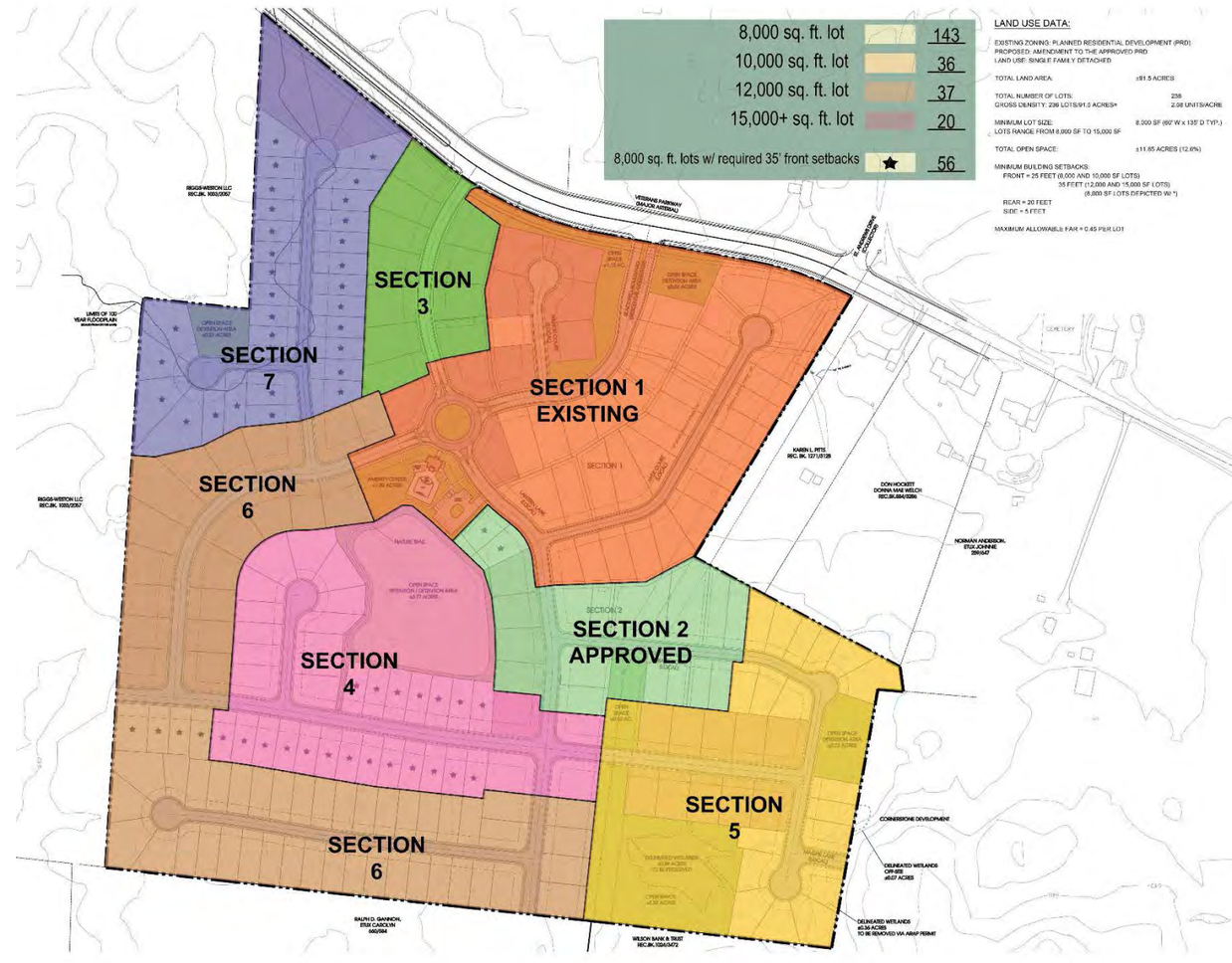
- Streets will all be a public rights-of-way.
- Entrance off Veterans Parkway will have a new entrance sign constructed of masonry materials and landscaping.
- All homes will be required to be constructed with a mixture of brick, stone, cement board siding, and vinyl siding. Representation of material mixtures are outlined in the proposed home pages.
- Each single family lot will provide at least 4 parking spaces per lot (2 in the driveway & 2 in the garage). Lots w/ 35' front setbacks, however, will allow for 4 driveway parking spaces.
- All utilities will be underground.
- All driveways will be concrete.
- All front yards will be sodded
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All homes will have a 2 car garage.
- Solid waste service will be provided by the City of Murfreesboro.

Proposed PRD

Phasing Plan

- The project is anticipated to be built in 7 sections.
- Construction of Section 1 is currently ongoing.
- Section 2 has been approved by the planning commission and is slated for construction in 2015 and 2016.
- Section 3 is in the design development for construction in 2016.
- Remaining sections construction timing will be market driven and dependent upon the absorption of the lots in the previous phase.
- In general, following phases construction will begin after the previous section is 80%-85% sold.
- The sidewalks within each single family lot phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along common area then, the developer will construct those portions with the infrastructure work.
- Each phase is anticipated to range in size from 16-60 dwelling units.
- Section 1 will include the entrance signage off Veterans Parkway as well as the amenity center.

Sheffield Park Phasing Chart		
Unit Type	Section #	Number of Units
Single Family	1	45
Single Family	2	18
Single Family	3	11
Single Family	4	37
Single Family	5	28
Single Family	6	64
Single Family	7	33
		236



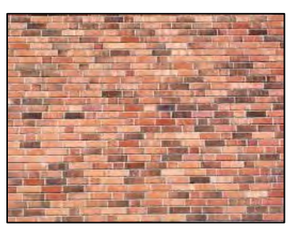
Not To Scale

Proposed PRD - Proposed Homes

- All Homes will range in size from 1400 s.f. to 3200 s.f..
- All homes will have 2 car garages and will be front or side loaded.
- The homes can be 1, 1 ½, or 2-story buildings.
- All homes will be constructed with brick, stone, and cement board siding front elevations. All homes adjacent to Veterans Parkway shall have all facades finished with brick, stone, or fiber cement board.
- Side and rear elevations will allow brick, stone and cement board siding, but it is anticipated the primary material on side and rear elevations will be heavy gauge vinyl siding.
- Vinyl siding will be used in trim and soffit areas on all elevations.
- All homes will have eaves.
- Maximum building height shall be 35'.
- All homes will have at least 2 bedrooms.
- Garage doors will not protrude any more than 10' past the front facade of the house (consistent with the original plan).

Example of the Cement Board
(different colors will be allowed)

Example of the Stone Veneer
(different colors, cuts, patterns will be allowed)



Example of Possible Brick
(different colors will be allowed)

TWO STORY EXAMPLE ELEVATIONS

TWO STORY SIDE LOADED EXAMPLE ELEVATIONS

The elevations and floorplans of the homes will vary across the development due to the different lot sizes. The elevations and floorplans are meant to convey the general appearance and functionality of the buildings.

Proposed PRD

Proposed Homes

The elevations and floorplans of the homes will vary across the development due to the different lot sizes. The elevations and floorplans are meant to convey the general appearance and functionality of the buildings.

SINGLE STORY EXAMPLE ELEVATIONS

TWO STORY EXAMPLE ELEVATIONS

Proposed PRD

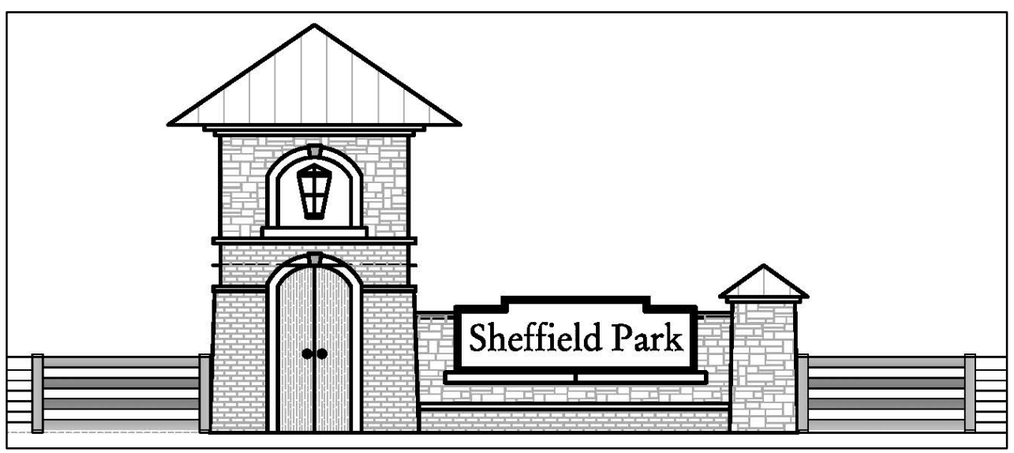
Amenities

With this request, the plan will be providing uniform mailboxes and decorative street lighting throughout. The plan will maintain the amenity center complete with cabana, pool, playground, and walking trail. This trail is a new amenity that was not included in the original PRD. In addition, prominent entry signage is located at the main entrance off of Veterans Parkway.

The residents of the entire development will be required to be members of the H.O.A. and have access to the proposed facilities and amenities within the subdivision. 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 the 3rd party management company.

Example Cabana

Example Pool Area

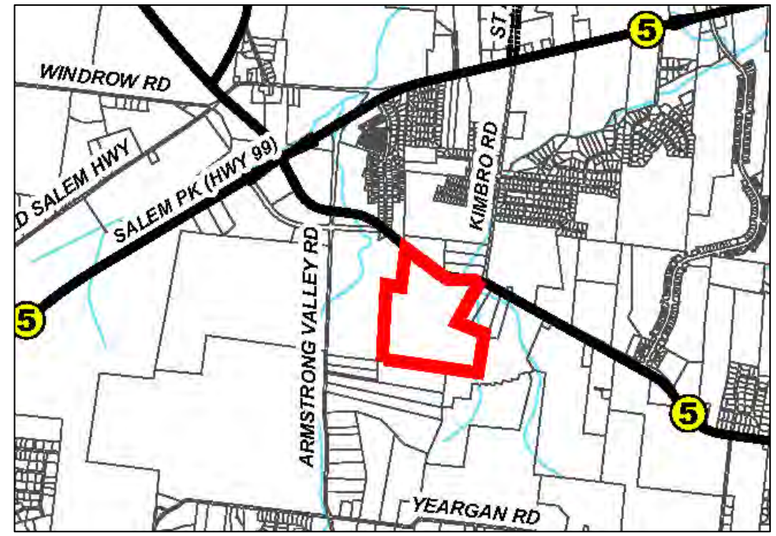


Main Entry Sign
Designed by Enviro-Scapes, LLC

Example Playground Area

Ingress/Egress

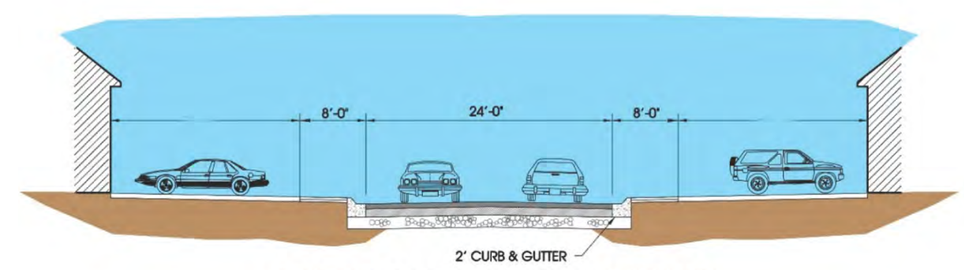
Sheffield Park is proposed to have 5 points of ingress/egress planned at various locations throughout the property. These road connections will not only aid in providing the residents of the new development with access, but will allow the residents of future development on surrounding properties extra access points. All proposed streets within the development will be public right-of-way and developed in conformance with the City of Murfreesboro's Street Specifications.



Not To Scale

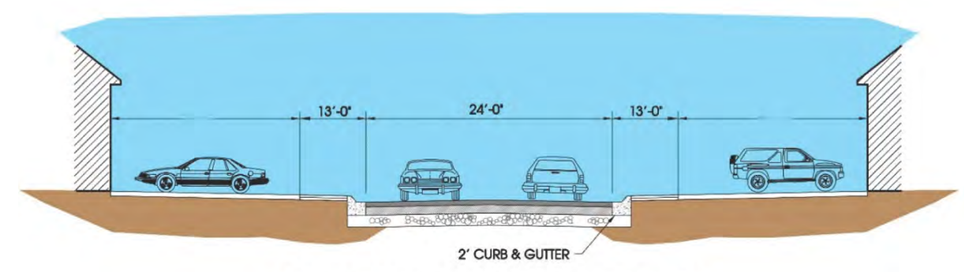
Pursuant to the Murfreesboro Major Thoroughfare Plan, Veterans Parkway was constructed as a 5-lane roadway. The applicant will not be required to dedicate right-of-way as all of those improvements currently exist.

Not To Scale



40' PUBLIC ROAD SECTION

SCALE NONE



50' PUBLIC ROAD SECTION

Not To Scale

Section 13 Subsection D Item 2a Requirements

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.
Response: An exhibit is given on Page 3 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.
Response: An exhibit is given on Page 3 that shows the existing contours and drainage patterns along with an aerial photograph of the area. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Spence Creek.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.
Response: Exhibits and photographs on Pages 3, 4, & 5 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 5 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.
Response: Pages 6-13 lists standards and exhibits showing the concept plan which shows each of these items. In addition, a full-size attachment of the concept plan has been attached at the rear of the pattern booklet.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.
Response: Page 6 lists this information.

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.

FLOOR AREA RATIO (F.A.R.) OF PRD		
TOTAL FLOOR AREA =	755,200	S.F.
TOTAL SITE AREA =	3,985,740	S.F.
FLOOR AREA RATIO =	0.19	

LIVABILITY SPACE RATIO (L.S.R.) OF PRD		
TOTAL LOT AREA =	1,098,980	S.F.
TOTAL BUILDING COVERAGE =	424,800	S.F.
TOTAL DRIVEWAY AREA =	165,200	S.F.
LIVABILITY SPACE AREA =	508,980	S.F.
LIVABILITY SPACE RATIO =	0.46	

OPEN SPACE RATIO (O.S.R.)		
TOTAL SITE AREA =	3,985,740	S.F.
TOTAL BUILDING COVERAGE =	424,800	S.F.
TOTAL R.O.W. =	586,655	S.F.
TOTAL OPEN SPACE=	2,974,285	S.F.
TOTAL FLOOR AREA=	755,200	S.F.
OPEN SPACE RATIO =	3.94	

Response:

Section 13 Subsection D Item 2a Requirements (cont.)

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 PRD. The surrounding areas 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 complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
(aa) the approximate date when construction of the project can be expected to begin;
Response: The Phasing of the development is discussed on Page 8.
(bb) the order in which the phases of the project will be built;
Response: The Phasing of the development is discussed on Page 8.
(cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage;
Response: The Phasing of the development is discussed on Page 8.
(dd) a breakdown by phase for subsections [5] and [6] above;
Response: The exact size and location of each phase is unknown at this time, but a representative phasing plan has been provided.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.
Response: This requirement has been addressed on Page 13.

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 front setbacks requested are up to 15-feet less than the required setback for a RS-15 development. The side setbacks requested are up to 7.5-feet less than required for a RS-15 development. The rear setbacks are up to 10-feet less than the required setback for a RS-15 development. The density is within the allowable density for a RS-15 development. The lot coverage is up to 25% greater than allowable in a RS-15 development.

Section 13 Subsection D Item 2a Requirements (cont.)

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 Airport Overlay District (AOD), Battlefield Protection District (BPD), Gateway Design Overlay District (GDO), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.
Response: Page 13 discusses the Major Thoroughfare Plan. Veterans Parkway has previously been upgraded to a 5-lane roadway.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.
Response: The primary representative is Rob Molchan of SEC, Inc.

Beazer Homes
1018 Elm Hill Pike
Nashville, TN 37210
Contact: Toby Tobias
Ph #: (615) 690-8230
toby.tobias@beazer.com

SEC, Inc.
Engineering, Surveying, Land Planning & Landscape Architecture
850 Middle TN Blvd
Murfreesboro, TN 37129
Contact: Rob Molchan, PLA
Ph #: 615-890-7901
Fax #: 615-895-2567

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 9-11 show the architectural character of the proposed homes with garages shown and building materials listed. Each home will be allowed to have rear porches and attached lighting. However, exact configuration for these items is unknown and will be determined as each home is built. The public streets will have decorative street lights spaced per Murfreesboro Electric Department guidelines.

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: Page 2 & 14 shows the site plan indicating the location of the entrance sign. Also, Page 12 provides a picture of a similar sign. The sign will be constructed of masonry. If lit, the sign will have uplighting. The sign will have landscaping around its base. All elements of the sign will be in accordance with the City of Murfreesboro's Sign Ordinance.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 2, 2015

Members Present
Bob Lamb, Chairman
Doug Young, Vice Chairman
Eddie Smotherman
Kirt Wade
Tom Clark
Ken Halliburton
Kathy Jones

Staff Present
Gary Whitaker, Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Joe Ornelas, Planner
Carolyn Jaco, Recording Assistant
David Ives, Assistant City Attorney
Ram Balachandran, Traffic Engineer
Sam Huddleston, Environmental Eng.

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

Old Business

PRD Amendment [2015-426] for approximately 91.5 acres located along Veterans Parkway to amend the Sheffield Park PRD, Beazer Homes applicant. Mr. Matthew Blomeley began by describing how the Planning Commission conducted a public hearing on the PRD amendment request during the November 4th meeting. After the public hearing, there was considerable discussion regarding on street parking within the subdivision. The Planning Commission deferred the request in order for the applicant to create additional parking opportunities.

Since that meeting, the applicant and the design team have worked on addressing the Planning Commission's concerns regarding parking. They have identified 56 of the 8,000 square-foot lots that can accommodate 35' front minimum building setbacks. They are proposing a mandatory 35' front minimum building setback on these 56 lots, which means that there will be a net increase in the subdivision of eleven (11) lots with 35' minimum front

building setbacks over what was approved in 2013. If approved, there will actually be an increase in the number of off-street parking spaces over what was approved in 2013, despite the increase in the number of 8,000 square-foot lots. The 56 lots are noted with an asterisk on their revise plan. The guest parking lots presented at the November 4th public hearing has been removed from the plan.

Mr. Blomeley made known the plan book that had been submitted for the Planning Commission public hearing on November 4th erroneously specified that the number of 8,000 square-foot lots was proposed to increase from 99 to 141. The design team has revised the plan book to indicate that the number of 8,000 square-foot lots is actually proposed to increase from 97 to 143. All other lot categories will remain as presented to the Planning Commission on November 4th. In addition, the total lot yield will remain at 236.

Mr. Blomeley explained the new details and the new corrections regarding this Planned Residential Development can be found within the applicant's program book.

Mr. Rob Molchan was present to represent the applicant. Mr. Molchan explained how they had went back to their design to locate areas to push creating more depth of lots. These changes have allowed this development to gain approximately twenty two additional parking spaces. Now, this development exceeds the previous approved parking requirements.

Ms. Kathy Jones expressed her gratitude to the design team and staff for the changes being presented. This a great improvement to this PRD instead of

having pocket parking scattered throughout the development. She exclaimed, this is a good solution, nice job!

Ms. Kathy Jones made a motion to approve the Planned Residential Development amendment, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

Consent Agenda

Chairman Bob Lamb read the following items to consider for approval.

Mandatory Referral [2014-722] for the extension of a lease at 1734 S. Rutherford Blvd, City of Murfreesboro Legal Department applicant.

Mr. Doug Young made a motion to approve the consent agenda, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Public Hearing

Rezoning application [2015-428] for approximately 3.9 acres located along Otter Trail to be rezoned from RZ to RM-16 (approximately 2.1 acres) and RM-16 to RZ (approximately 1.8 acres), Swanson Development applicant.

Ms. Margaret Ann Green by began by describing the subject property located south of Jack Byrnes Drive and west of Otter Trail. The parcel is currently zoned RZ (Residential Zero Lot Line District), RM-16 (Multifamily residential district) and CL (Local Commercial District). The properties to the north are zoned RM-16. The property to the east, across Otter Trail, is zoned RS-15 and is the location of the Overall Creek Elementary school. The property to the west is RS-15 and is the location of an institutional public assembly (church).

there is possibility for connectivity. It has been the practice from the City to have multiple ways entering and exiting a subdivision.

Ms. Kathy Jones stated that with an interim RS-15 zone classification, the land could be developed with the existing home as a RS-15 zone. Mr. Blomeley made known it would be possible with this zone to construct 10 to 12 homes.

Chairman Lamb asked if sewer was available, in which Mr. Blomeley answered yes at Maya Drive.

Mr. Ken Halliburton made a motion to approve the annexation petition, plan of services and all staff comments including the following:

- **fifteen foot drive off of Maya Drive**
- **the plan of services and the annexation request be contingent upon the conditions from staff comments**

The motion was seconded by Ms. Kathy Jones, the motion carried by unanimous vote in favor.

PRD Amendment [2015-426] for approximately 91.5 acres located along Veterans Parkway to amend the Sheffield Park PRD, Beazer Homes applicant. Mr. Matthew Blomeley began by describing the subject property located along the south side of Veterans Parkway, just to the south of the intersection of Veterans Parkway and Saint Andrews Drive. It is the site of the Sheffield Park PRD. It was originally approved by the City Council in 2006 as the Brookside/Murfree Station PRD, which was approved for 236 single-family residential lots. After its original approval in 2006, however, development never moved forward. In 2013, Beazer Homes acquired the PRD and assumed the role of developer. The PRD was amended in 2013 to make

the plan consistent with Beazer's vision for the development of the property. The density remained the same at 236 single-family residential lots.

Since that time, development has commenced. Section 1, Phase 1 has been recorded and homes are under construction. Section 1, Phase 2 and Section 2 have both been approved but not yet recorded. The developer has discovered two wetlands in the southeast corner of the development tract. One of the two wetlands is proposed to be mitigated, while the other one is to be left undisturbed as common area. It is because of these conditions that the applicant now proposes to amend the PRD once again. The major elements of the proposed PRD amendment include revisions to the street network in the southern half of the development, as well as an increase in the number of 8,000 square-foot lots and a decrease in the number of lots in the other lot size categories. Currently, the PRD has areas specified for 8,000, 10,000, 12,000, and 15,000 square-foot minimum lot sizes. The number of 8,000 square-foot lots will increase from 99 to 141, the number of 10,000 square-foot lots will decrease from 37 to 36, the number of 12,000 square-foot lots will decrease from 55 to 37, and the number of 15,000 square-foot lots will decrease from 47 to 20. Increasing the number of 8,000 square-foot lots will allow the applicant to retain the original lot yield of 236, despite the fact that wetlands have been discovered. It should be noted that the applicant is NOT proposing to increase the number of lots with this amendment.

The exterior building material requirements are consistent with the existing PRD approval. The front of all homes will be all brick, stone, or fiber cement board siding, while vinyl siding will be permitted on the sides and rear. Two-car garages are required and, consistent with the existing PRD zoning, the applicant has committed to a requirement that front-entry garages will not protrude past the front of the

house more than 10'. No changes to the approved building setbacks are proposed. The 8,000 and 10,000 square-foot lots will continue to have 25' front setbacks and the 12,000 and 15,000 square-foot lots will continue to have 35' front setbacks. Because of the proposed increase in the number of lots with 25' front setbacks, Staff has asked the design engineer to investigate the potential of adding guest parking areas in the common areas, where possible, in order to offset the increased number of shorter driveways. The amenity package will be consistent with the existing PRD approval and will be supplemented with an additional walking trail. Additional details regarding the development can be found in the program book.

As mentioned previously, increasing the number of 8,000 square-foot lots will allow the applicant to maintain the current lot yield of 236. In comparison, the developing Indigo subdivision directly to the east is zoned RS-8 with minimum lot sizes of 8,000 square feet. Weston Park, directly to the west, is zoned PUD and contains single-family detached homes on lots of approximately 6,000 square feet to 12,000 square-feet. It also contains a zero-lot-line product called Weston Village. Southern Meadows, which is located to the north, is zoned PRD and has minimum lot sizes of 10,000 and 12,000 square-feet. Kimbro Woods, which is also located to the north, is zoned PRD and has minimum lot sizes of approximately 6,500-7,000 square-feet. The proposed increase in 8,000 square foot lots in Sheffield Park appears to be generally consistent with the lot sizes of the surrounding City subdivisions.

Mr. Rob Molchan and Mr. Toby Tobias were both present to represent the applicant.

Mr. Molchan came forward making known the modifications to this plan was due to discovering wetlands along the southeast quadrant of the property. The largest and ecologically diverse wetland will be remain and will be incorporated for open space.

Due to this discovery it became detrimentally changed the lot layout and the street configuration for this subdivision. Continuing, Mr. Molchan began a power point presentation explaining the Planned Residential Development program book that had been submitted with this request. The main focus of the changes of this project is at the southern portion from the original plan. The primary change is the 8,000 square foot lots so they can keep the 236 residential lots that had been approved 2006 and revised in 2013.

Ms. Kathy Jones expressed her concerns with the 25' foot setback which only allows two vehicles in the garage, two vehicles in the driveway, for a total of four parking spaces for each 8,000 square foot lots. Mr. Molchan responded how the two garage spaces would not count towards the total residential parking spaces. This has created concerns with City staff regarding the visitor parking areas. Therefore, the applicant could possibly revise the visitor parking areas or the applicant could see if changes should be made to their product. He would meet with the applicant could evaluate pushing back the garage which would allow two additional parking spaces.

The Planning Commission continued discussing adequate visitor parking areas with the increase of the 8,000 square foot lots. These lots should be scattered throughout the entire development.

Chairman Lamb opened the public hearing. No one came forward to speak for or against the rezoning request; therefore, Chairman Lamb closed the public hearing.

Ms. Jones wanted to know if staff would continue working with the applicant regarding the locations for the visitor parking areas, in which he made known this is not ideal but it is heading in the right direction. There are options for common areas

that could be utilized for visitor parking within a TVA easement; however, the applicant is hesitant in considering those areas. Last, if the applicant considers addressing the setback of the garages it would provide the four parking spaces for the driveways. If the applicant makes changes to the setback the applicant would have to come back to the Planning Commission.

Chairman Lamb wanted to know the width of the roadway along the southeast of the property, in which Mr. Blomeley answered it was forty foot right of way with a twenty four foot road section. Chairman Lamb commented how that would be extremely tight if vehicles parked on the street. Mr. Halliburton wanted to know if there were other areas in the City that had twenty four foot road sections. Mr. Blomeley explained Blackman Farms has similar road width but they have visitor parking throughout their development.

Ms. Green made known there were concerns with vehicles being parked on the road. Such as, preventing postal workers delivering the mail due to mailboxes being blocked by a vehicle. Also, some garages are used for storage space instead of vehicles. This is one of the reasons why garages are not counted towards residential vehicle parking space in the city zoning ordinance. Chairman Lamb commented how this is going to be problematic if the visitor parking is not properly addressed.

Mr. Toby Tobias, the applicant, came forward explaining the Home Owners Association stipulates all visitors park in certain areas when visiting the home owners. Also, he made known how they could enforce vehicles being placed in the garages with the HOA. Mr. Doug Young commented on how this request needs additional study. The Planning Commissioners agreed the applicant should continue working with staff to address the concerns that had been discussed. Last, Mr. Doug

Young suggested the applicant consider using the TVA easement property for additional parking.

Mr. Doug Young made a motion to defer, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Staff Reports and Other Business

Mandatory Referral

Ascend Federal Credit Union [2015-718] drainage easement abandonment West Clark Boulevard and Battleground Drive. Ms. Margaret Ann Green began by describing on the plans for AFCU were several existing drainage easements. One of the drainage easement as in the center of their site which does not have a structure on it and does not serve any public purpose. Therefore, staff agree this drainage easement can be removed from their property.

Mr. Matt Taylor and Mr. David Ives have prepared the appropriate documents for this easement abandonment.

Mr. Tom Clark made a motion to approve subject to all staff comments, seconded by Mr. Kirt Wade. The motion was carried by unanimous vote in favor.

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 2, 2015

5.c. PRD Amendment [2015-430] for approximately 22.51 acres located east of Cason Lane to amend the Three Rivers PRD, Green Trails, LLC applicant.

The subject property is located just east of Cason Lane and is a part of the Three Rivers PRD (Planned Residential District). The Three Rivers PRD consists of several different housing types and lot sizes. The subject property is bordered on its south and east sides by undeveloped property zoned RS-10 and RS-12 (Single-Family Residential 10 and 12) that is envisioned to be developed with future sections of Rivers Edge and Barfield Downs single-family residential subdivisions. The property to the north is an undeveloped piece of property located in the unincorporated County.

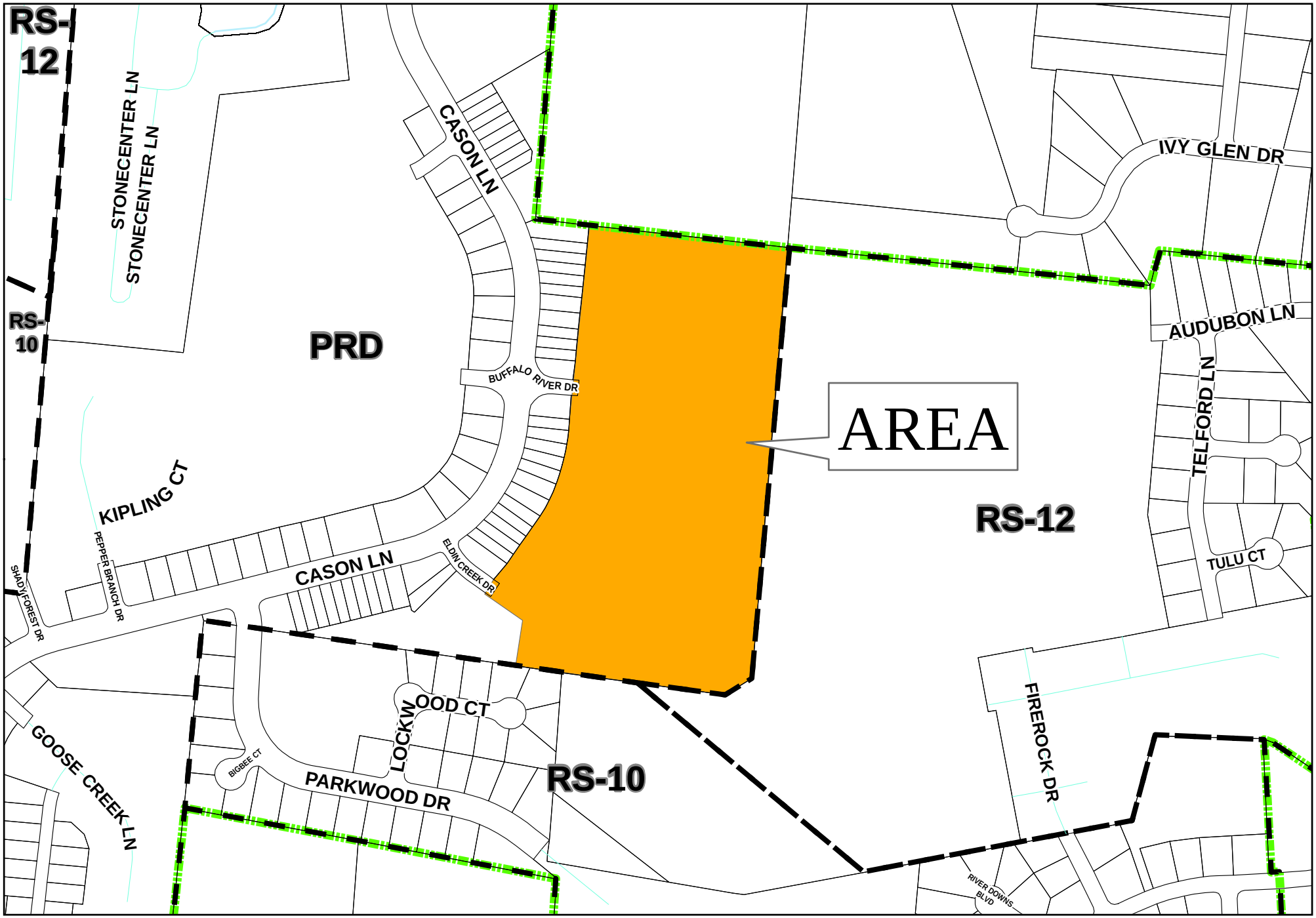
The property in question is a 22.51-acre portion of a 33-acre element of the Three Rivers PRD called The Gardens of Three Rivers. The existing PRD zoning plan, which was approved in 2003, called for the total 33 acres of The Gardens to be developed with 194 single-family lots. The 22.51 acres in question is approved for 142 single-family lots. The proposed lots were to have dimensions of 45' x 130' and a minimum lot size of 4,550 square-feet. The lots in The Gardens with frontage on Cason Lane have already been platted and houses have been built on some of these lots. The lots with frontage on Cason Lane in The Gardens are not a part of this request. The 22.51 acres in question is the portion of The Gardens without frontage on Cason Lane.

The proposed PRD amendment outlines a new development plan consisting of two different housing types, both of which will be "age targeted," according to the program book. First, there are 73 cottage units proposed. They will contain a minimum of 1,300 square-feet and two (2) bedrooms. The exterior materials will consist of a mixture of brick, stone, and cementitious siding. The cottages located to the rear of the existing lots on Cason Lane will be alley-loaded so that the non-garage side will face toward the public street. The cottages located elsewhere in the development will be oriented so that the garage faces the public street. These units have been located on minor dead-end streets, so as to minimize the visual impact of the garages along the public street. Secondly, there are 54 villa units proposed. They will contain a minimum of 1,400 square-feet and two (2) bedrooms. The exterior materials for the villas will also consist of a mixture of brick, stone, and cementitious siding. Vinyl siding is prohibited in the existing Three Rivers PRD. This amendment will only allow vinyl siding in the trim and soffit areas. Both the cottage units and villa units will be single-family

attached products. Each dwelling unit will be located on its own lot of record and will be sold fee simple.

All streets will be public and there will be sidewalks on both sides of all streets. Four (4) of the proposed public streets will stub into the adjacent undeveloped properties to promote future connectivity. The development will also utilize an existing private alley parallel to Cason Lane as well as one new private alley. Each unit will possess two parking spaces in the garage and two parking spaces in the driveway. In the program book, the applicant is making the commitment that garages will not be permitted to be used for storage, so that they can be used for vehicular parking. In addition, there will be 60 guest parking spaces scattered in common areas throughout the development. Due to the age-targeted demographic, however, it is expected that there will be a lesser demand for parking than in a typical single-family detached subdivision.

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



Rezoning Request for Area East of Cason Ln
PRD Amendment

0 200 400 800 1,200
Feet

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

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

REZONING APPLICATION FORM

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

RECEIVED
OCT 29 2015
BY: .....

City of MURFREESBORO TENNESSEE
Creating a better quality of life

REZONING APPLICATION FORM
$600.00 per application

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

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A $600.00 non-refundable application fee.

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

To be completed by applicant:

APPLICANT: Green Trails, LLC c/o Kevin Estes

Address: 2925 Berry Hill Drive City/State/Zip: Nashville, TN 37204

Phone: 615-300-8496 E-mail address: kestes@dewey-estes.com

PROPERTY OWNER: Star Land Company

Street Address or
property description: East of Cason Lane

and/or Tax map #: 114 Group: Parcel (s): 15.05

Existing zoning classification: PRD

Proposed zoning classification: PRD Acreage: 22.82

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

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required):

DATE:

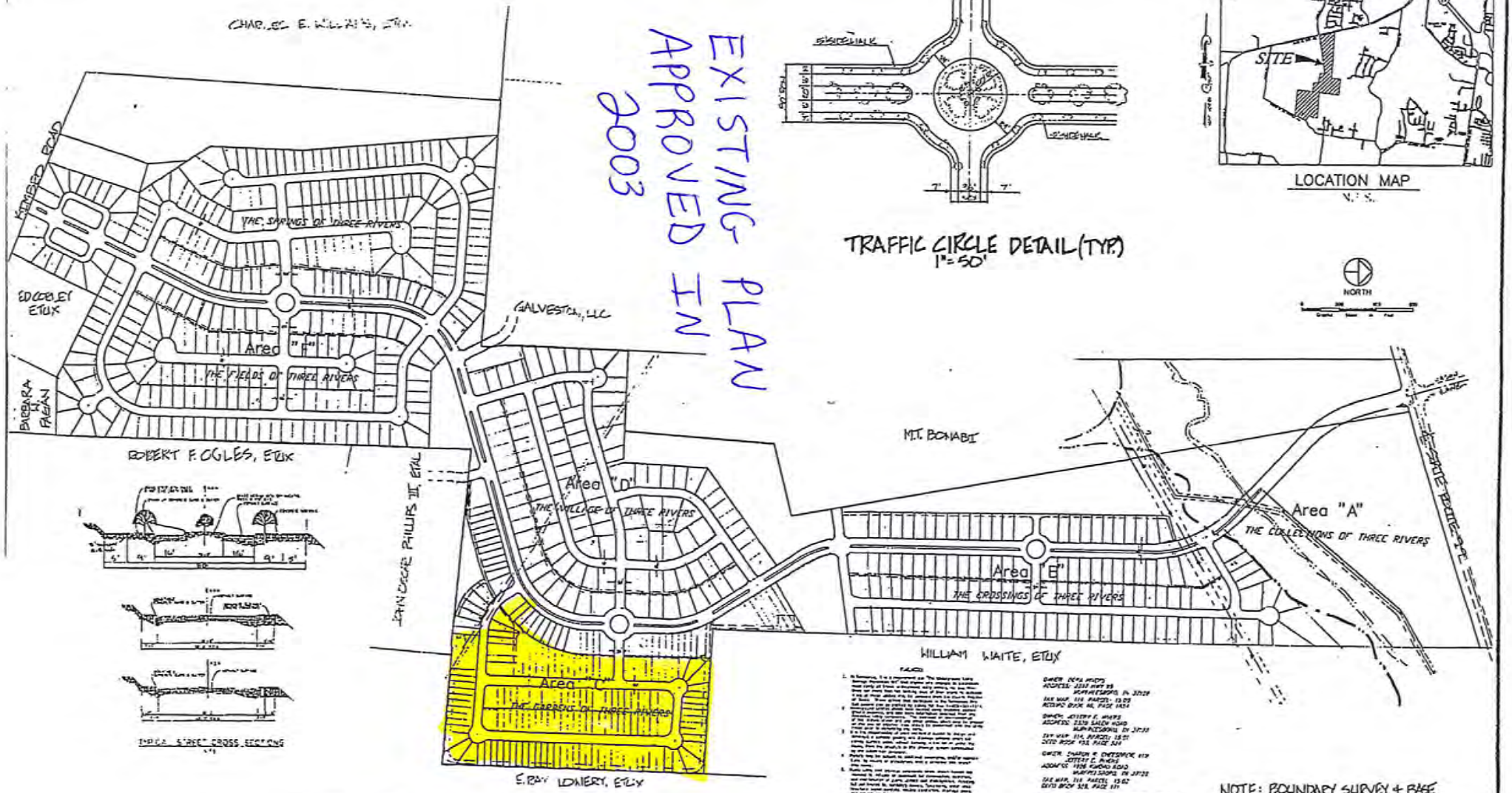
*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:** 2015-430

Amount paid: 600.00 **Receipt #:** 922556

Revised 1/2010

EXISTING PLAN APPROVED IN 2003



NOTE: BOUNDARY SURVEY & BASE PLAN PROVIDED BY: HUDDLESTONE-STEELE ENGINEERING, Inc. MURFREESBORO, TENNESSEE

Overall Plan Data

		Typical Lot Size	Typ.Lot Area(sq.ft.)	No. of Lots	Area(Ac.)	Density(lots/ac)
THE COLLECTIONS OF THREE RIVERS	Area "A"	Prop...	2.[illegible] Ac.		-----	-----
THE CROSSINGS OF THREE RIVERS	Area "B"	60'x130'	7800	250	33	7.57
THE GARDENS OF THREE RIVERS	Area "C"	35'x130'	4550	194	33	5.87
THE VILLAGE OF THREE RIVERS	Area "D"	70'x120'	8400	113	37	3.05
THE FIELDS OF THREE RIVERS	Area "E"	60'x120'	7200	172	41	4.3
THE SPRINGS OF THREE RIVERS	Area "F"	50'x130'	6500	152	41	3.7
	Total		-----	881	221	3.98
Green & Open Space			-----	-----	37	-----
GRAND TOTAL:				881	241	

Concept Plan

THREE RIVERS (PRD)

Rutherford County, Tennessee
12 th Civil District

revised: 04-04-2000 date: 04-14-2004 area: 214 Ac.
scale: 1" = 200' no. of lots: 881 Lots

CONSULTING ENGINEERS SERVICES, Inc.
CES
Civil Subdivision Structural
P.O. Box 1660 Cordova, Tenn. 38018-1660
Phone:(901-758-1966)

EXISTING PLAN APPROVED IN 2003

OK

Area A: "The Collections of Three Rivers" will consist of approximately 25 acres. Uses under this zoning will conform to the Neighborhood Commercial Node zoning as depicted in the City of Murfreesboro zoning ordinance. This use is limited to frontage on Highway #99 and approximately 500 feet of frontage on proposed Three Rivers Boulevard.

Area B: "The Crossings of Three Rivers" will consist of Five sections and contain approximately 33 acres, with approx. 250 residential lots. The use falls under the Medium Density Residential as depicted on The Study. Standard lot sizes will be either 60 feet or 90 feet wide by 130 feet of depth with single family attached dwellings (Townhouse) on each lot. Minimum lot area will be 7800 square feet. Dwellings in this Area will consist of two attached units or four attached units and will have access from a private rear alley. All two-unit dwellings will have a minimum two-car garage and two additional off-street parking spaces available. All four-unit dwellings will have a minimum two-car garage on the end units and minimum two-car carport on the two interior units and two additional off-street parking spaces available for all units.

Area C: "The Gardens of Three Rivers" will consist of Four sections and contain approximately 33 acres, with approx. 194 residential lots. The use falls under the Medium Density Residential as depicted on The Study. Standard lot sizes will be 35 feet wide by 130 feet of depth with single family detached dwellings only. Minimum lot area will be 4550 square feet. All dwellings in this Area will have access from a private rear alley and a minimum two-car garage and two additional off-street parking spaces available.

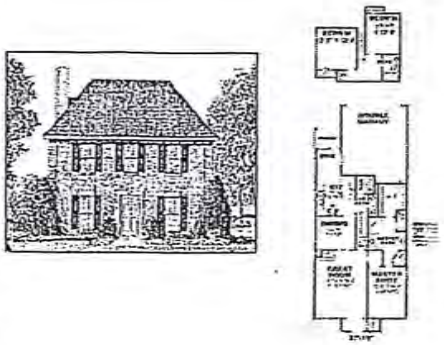
Area D: "The Village of Three Rivers" will consist of Three sections and contain approximately 37 acres, with approx. 113 residential lots. The density falls within the Medium Density Residential use as depicted on The Study. Standard lot sizes will be 70 foot wide by 120 feet of depth with single family detached dwellings only. Lots with a rear alley shall have a depth of 130 feet. Minimum lot area will be 8400 square feet. Of all the dwellings in this Area, fifty percent will have either rear load or side load garages to accommodate 2 cars and two additional off-street parking spaces.

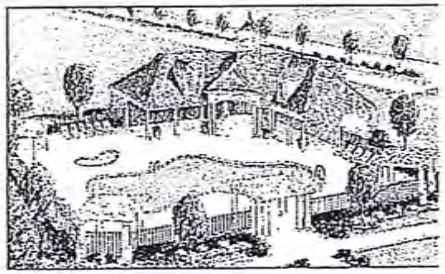
Area E: "The Fields of Three Rivers" will consist of Four sections and contain approximately 41 acres, with approx. 172 residential lots. The use falls under the Medium Density Residential as depicted on The Study. Standard lot sizes will be 60 feet wide by 120 feet of depth with single family detached dwellings only. Lots with a rear alley shall have a depth of 130 feet. Minimum lot area will be 7200 square feet. Of all the dwellings in this Area, fifty percent will have either rear load or side load garages to accommodate 2 cars and two additional off-street parking spaces.

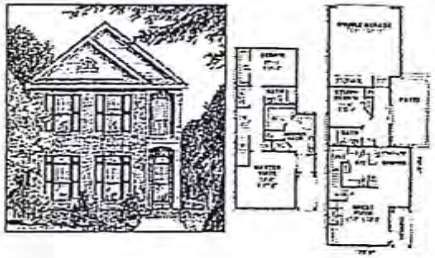
Area F: "The Springs of Three Rivers" will consist of Four sections and contain approximately 41 acres, with approx. 152 residential lots. The use falls under the Medium Density Residential as depicted on The Study. Standard lot sizes will be 50 feet wide by 120 feet of depth with single family detached dwellings only. Lots with a rear alley shall have a depth of 130 feet. Minimum lot area will be 6000 square feet. All dwellings in this Area will have a minimum two-car garage and two additional off-street parking spaces available.

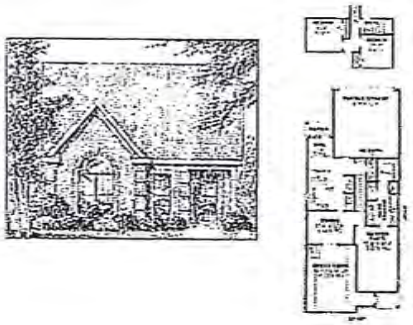
THE GARDENS of THREE RIVERS

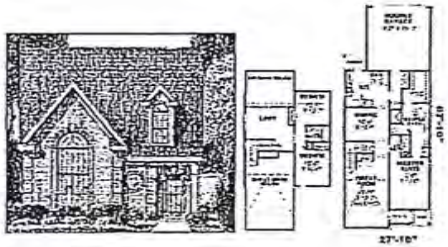
EXISTING PLAN APPROVED IN 2003

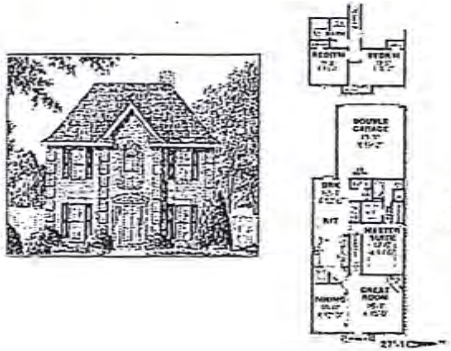


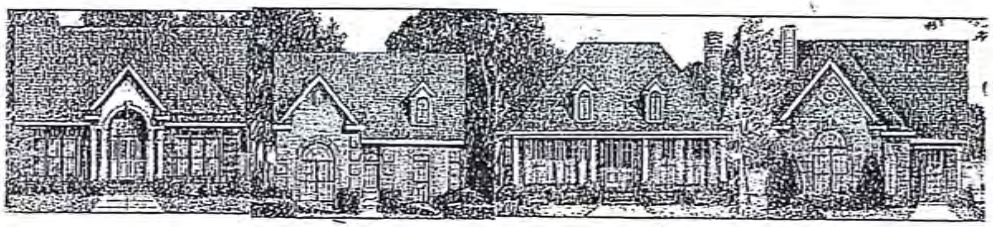


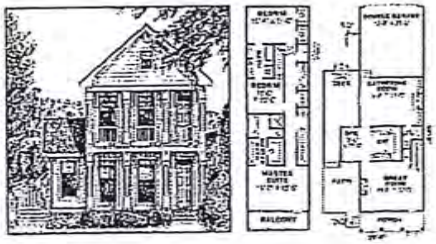












The GARDENS of THREE RIVERS

A Request to Amend a PRD

Submitted October 29, 2015
Resubmitted November 20, 2015 for December 2, 2015 PC Public Hearing
Resubmitted December 14, 2015 for January 7, 2016 City Council Public Hearing

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Introduction

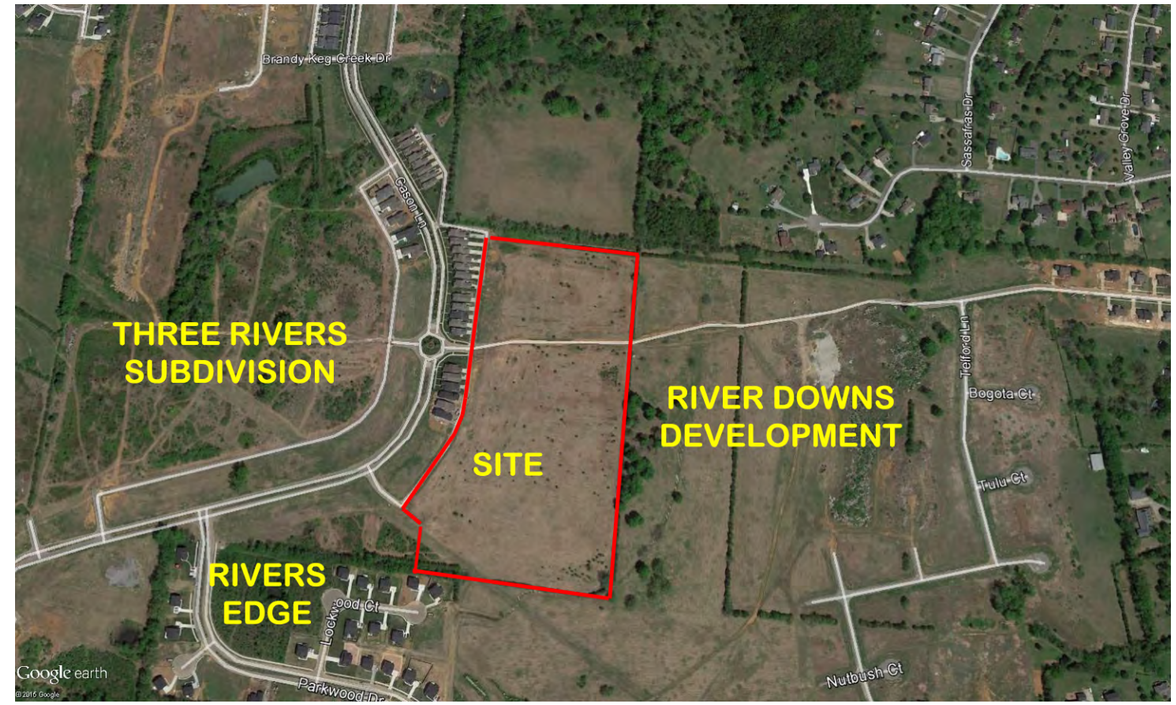
Synopsis

The Request

Green Trails, LLC respectively requests an amendment to a portion of the Three Rivers PRD. The portion of the site proposed to be amended is on Tax Map 114 Parcel 15.05 which is approximately 22.51 acres in size. The amendment request will keep the property zoned as a Planned Residential District (PRD) to create The Gardens of Three Rivers PRD. The property is located to the east of Cason Lane.

Current zoning of the property is PRD located in the city limits of Murfreesboro. The current PRD zoning allows for 142 single family detached homes on this 22.51 acres for a density of 6.31 (lots/acre). The currently approved minimum home size is 1400 square feet on 35-foot wide lots with a minimum lot size of 4550 square feet.

The rezoning request is to amend 22.51 acres of the overall Three Rivers Planned Residential District (PRD) and create 127 dwelling units. The proposed PRD will allow for a mixture of cottages and villas, both of which are age targeted. The amended PRD zoning will consist of a total of 54 villas and 73 cottages yielding an overall density of 5.64 d.u. per acre. Both home types will be sold fee simple. The cottages will range from 1,300-1500+ s.f., and the villas will range from 1400-1800+ s.f.. All dwelling units will be for purchase on separate lots of record.



Not To Scale

Vision

The Gardens of Three Rivers is envisioned to offer a new style of living in Three Rivers while respecting the original and existing design. The Gardens offers strategically located and usable green space while offering residents the convenience of city living in a completely age targeted community. The homes proposed to be offered in this development will complement and continue the quality of Three Rivers. The amenities offered are intended to allow ample space for passive recreation and relaxation of the residents of the development with previously tested and proven amenities for the targeted demographic.

Proposed Plan

COTTAGES (Typ.) 73

VILLAS (Typ.) 54

UNIT TYPE GROUPING

Cottages:

28' x 125' = 0
56' x 125' = 0
84' x 125' = 11 x 3 UNITS = 33
112' x 125' = 10 x 4 UNITS = 40

Villas:

72' x 110' = 0
144' x 110' = 21 x 2 UNITS = 42
216' x 110' = 4 x 3 UNITS = 12

Gardens of Three Rivers PRD
CONCEPTUAL PLAN

EXISTING ZONING: PRD PLANNED RESIDENTIAL DISTRICT
PROPOSED ZONING: PRD PLANNED RESIDENTIAL DISTRICT

LAND USE DATA:

TOTAL LAND AREA:	±22.51 ACRES
TOTAL NUMBER OF UNITS:	127
COTTAGES (Typ.):	73
Villas (Typ.):	54
YIELD: 127 UNITS/22.51 ACRES	5.64 UNITS/ACRE
TOTAL OPEN SPACE:	± 3.12 ACRES

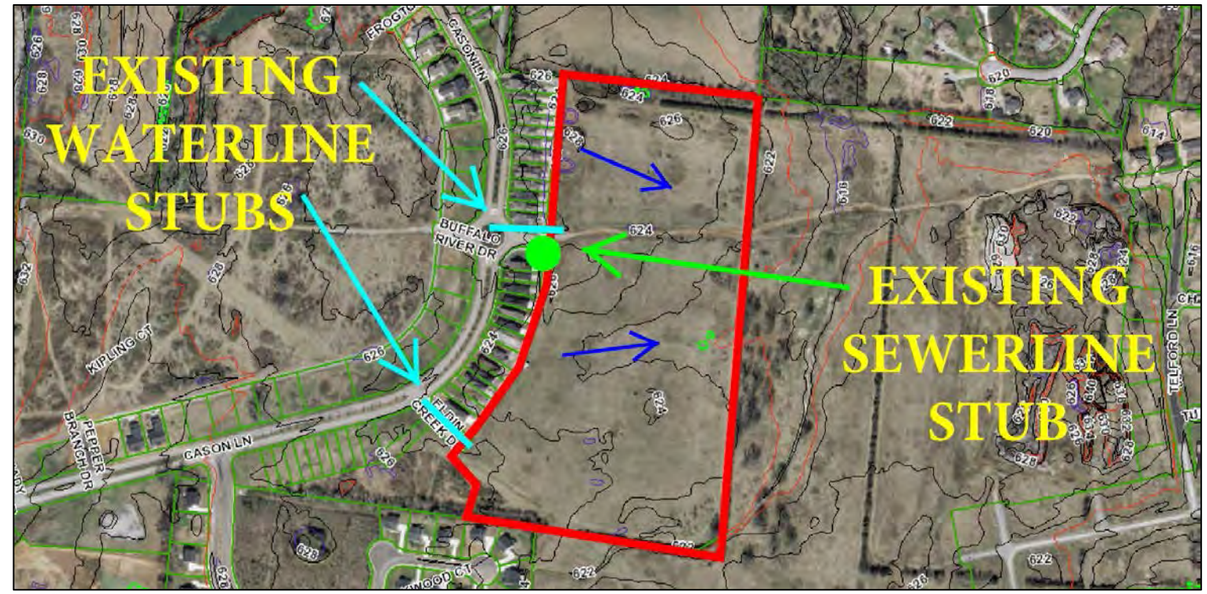
Not To Scale

Existing Conditions

Utilities, Topography, and Right–of-Way

A 8” sanitary sewer main is at the end of Buffalo River Drive on the west side of this property. The developer will be responsible for extending the sewer into this property. Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department.

The property has/will have access to public right-of-way at two locations. One access point is Buffalo River Drive and the other is Eldin Creek Drive. In addition to these existing connections, there are several other proposed connections via future roadway extensions toward properties located to the north and east to allow for adequate connectivity in the area.



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Consolidated Utility District of Rutherford County

An 8” water main is stubbed at the end of Buffalo River Drive and Eldin Creek Drive. The developer will be responsible for extending the line into this property and into the site for domestic and fire water service. Water service will be provided by the Consolidated Utility District of Rutherford County.

Murfreesboro Electric Department will be providing electrical service. All electric service will be underground.

The existing topography of the site shows the site’s drainage basin is generally from west to east. Stormwater runoff from the entire site enters Spence Creek to the north of the property. The site currently is covered in pasture with larger trees in the fence lines of the project boundaries. No portion of the site is encumbered with floodplain.

Existing Conditions

Aerial & On-site Photographs

Picture #1
Toward Front of Existing Units

Picture #2
Toward Rear of Existing Homes

Not To Scale

Picture #3
Across Property

Picture #4
Toward Property Lines

Existing Conditions

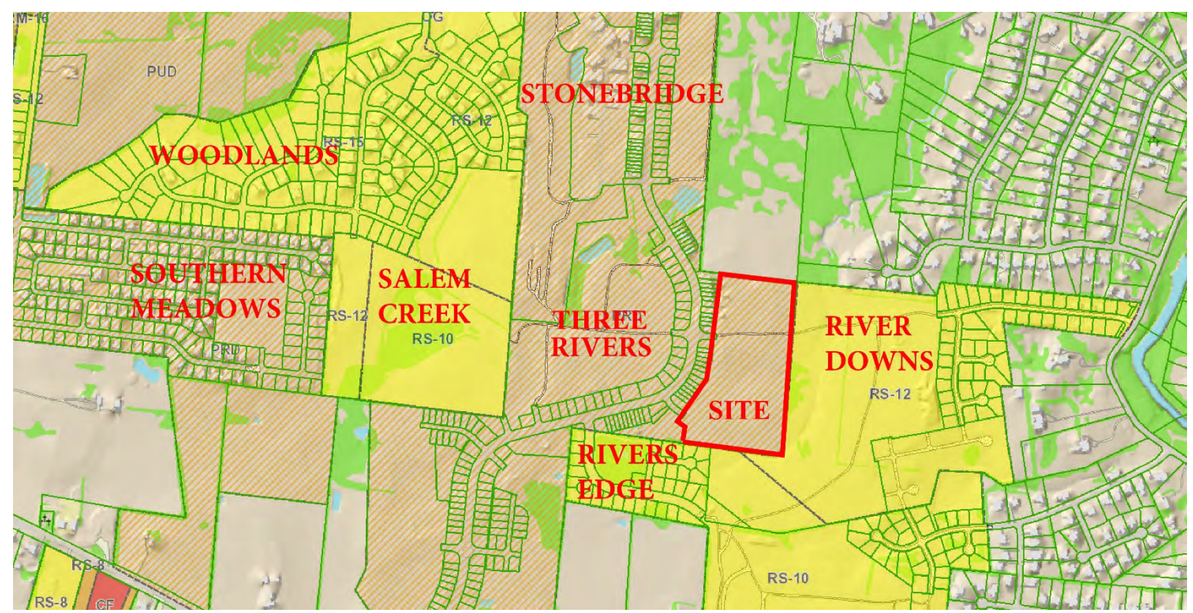
Surrounding Zonings & Developments

Picture #1
Three Rivers Overall Development

Picture #2
Stonebridge at Three Rivers Development

Picture #3
Burger King Restaurant

Picture #4
Rivers Edge Development



Not To Scale

Proposed PRD

Synopsis

- 127 Dwelling Units with 2 Bedrooms or more.
- Two varieties of dwelling units
  - Age Targeted Cottages
    - 73 Units
  - Age Targeted Villas
    - 54 Units
- Setbacks:
  - Front Setback = 20’
  - Side Setback = 5’ (if not attached)
  - Rear Setback = 20’

The Gardens consists of 127 dwelling units on 22.51 acres for a density of 5.64 d.u. per acre. The concept provides over 10% of open space that will function as stormwater management areas as well as passive recreation areas. In addition to the unstructured open space, the project will include a clubhouse with patio, and community garden.

While the homes are not age restricted, they are targeted toward a 55 and older resident. Deliberate design features are included to target this demographic and discourage younger age groups.

Not To Scale

Development Standards

- Streets will be a mixture of public right-of-way and private alley (one at northwest corner).
- Buffalo River Drive entry will have a new entrance sign constructed of masonry materials and landscaping.
- All homes will be required to be constructed with a mixture of brick, stone, cement board siding, and vinyl siding. Representation of material mixtures are outlined in the proposed home pages.
- Garages shall set the minimum 20’ front setbacks.
- The development provides a total of 254 driveway parking spaces for a 2.00 space/unit ratio. With 254 garage spaces that ratio rises to 4 space per unit. In addition, 60 guest parking spaces have been planned for the project.
- Each unit will provide at least 4 parking spaces per lot (2 in the driveway & 2 in the garage).
- Garages will be restricted to not allow storage so cars can park in garage.

Proposed PRD

Development Standards

- All public streets have been designed to comply with the City's subdivision regulations.
- Prior to preliminary plat review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All homeowners will be required to be a member of the H.O.A.. The Gardens will have a sub-association that is a part of the larger Three Rivers H.O.A.
- All yards will be required to be sodded.
- All utilities will be underground.
- All homes will have minimum 2 car garages.
- Decorative mailboxes will help establish community continuity.
- All homes will have concrete driveways wide enough for 2 vehicles and a minimum of 16' in width.
- Sidewalks along both sides of all public streets.
- Solid waste services for the development will be provided by the City of Murfreesboro.
- The development is intended to utilize the MED standard streetlights, and not decorative streetlights, in either case the lighting will be coordinated with MED and to meet MED's standards.
- The single proposed alley will be private and maintained by H.O.A. The rest of the streets will be public R.O.W.
- Lots 1-34 will provide automatic lighting along private alley.

Section	Front Setback	Rear Setback	Side Setback	Corner Side Setback to ROW
Villa	20 feet	20 feet	5' with min., 10' b/w Buildings	10 feet
Cottage	20 feet	20 feet	5' with min., 10' b/w Buildings	10 feet

Example Mailbox

Example Entrance Sign

Not To Scale

Proposed PRD

Phasing Plan

- The project is anticipated to be built in 4 phases with a mixture of home types in each phase.
- Construction of Phase 1 is planned to begin within 120-150 days after the completion of the zoning process.
- Construction timing of the remaining phases will be market driven and dependent upon the absorption of the lots in the previous phase.
- In general, each subsequent phase will begin construction after the previous phase is 80%-85% sold.
- The sidewalks within each phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along common area then, the developer will construct those portions with the infrastructure work.
- Each phase is anticipated to contain approximately 30 dwelling units.

Phase #	Villas	Cottages	Phase Acres
1	17	12	7.09
2	8	28	5.41
3	6	29	4.75
4	23	4	5.26

Not To Scale

Proposed PRD

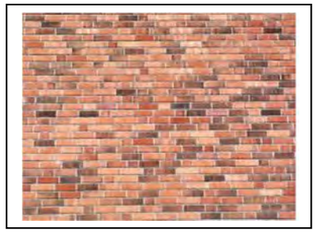
Proposed Villas

- All villas will be minimum of 1400 s.f. with 2 bedrooms.
- All villas will have 2 car garages and will be 100% front entry.
- The villas can be 1, 1 ½, or 2-story buildings.
- All homes will be constructed with 100% all brick, stone, cement board siding front elevations.
- Vinyl siding will only be used in trim and soffit areas on all elevations per approved PRD, vinyl should not be used anywhere else.
- Cement Board siding allowed on side and rear elevations
- Garage doors will be decorative and have a neutral color (not white).
- The villas will be sold fee simple.
- Max Building Heights will be 35' to comply with the standards for RS-15 zoning in the City of Murfreesboro's Zoning Ordinance.
- Landscape maintenance will be maintained by H.O.A.

Not To Scale

Example of the Cement Board

(different colors will be allowed)



Example of Possible Brick

(different colors will be allowed)

Example of the Stone Veneer

(different colors, cuts, patterns will be allowed)

The elevations of the homes will vary across the development. They are meant to convey the general appearance and functionality of the buildings.

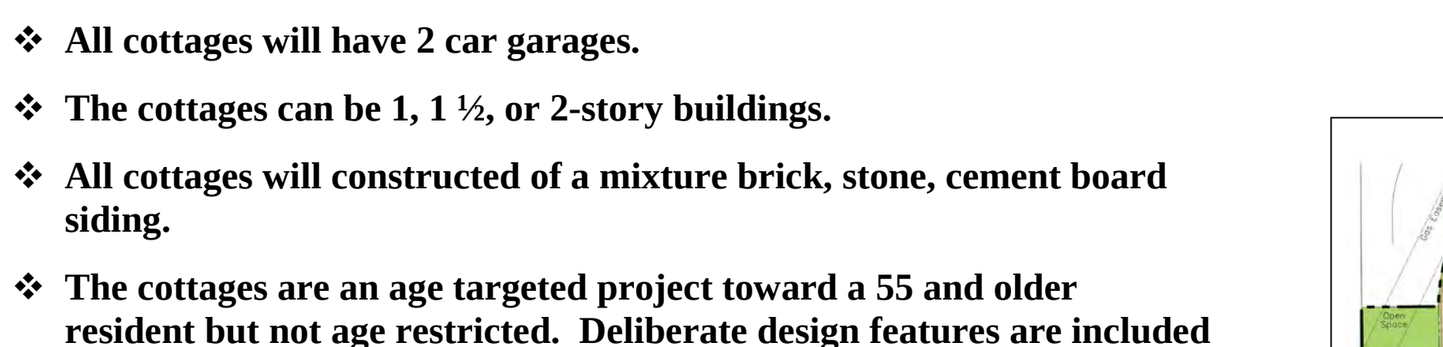
Example of elevations

Proposed PRD

- All cottages will be minimum of 1,300 s.f. with 2 bedrooms.
- All cottages will have 2 car garages.
- The cottages can be 1, 1 ½, or 2-story buildings.
- All cottages will constructed of a mixture brick, stone, cement board siding.
- The cottages are an age targeted project toward a 55 and older resident but not age restricted. Deliberate design features are included to target this demographic and discourage younger age groups.
- Building heights will be less than 35'.
- Garage doors will be decorative and have a neutral color (not white).
- Landscaping will be required along all internal roads of the project, and be maintained by the H.O.A.
- All cottages will be sold fee simple, similar to zero lot line homes.

Proposed Cottages

Not To Scale

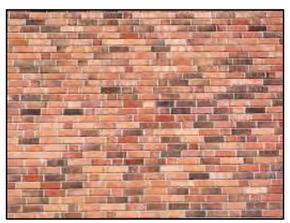


Example of Front Elevations

Example of Rear Elevations

The elevations of the homes will vary across the development. They are meant to convey the general appearance and functionality of the buildings.

Example of the Cement Board *(different colors will be allowed)*



Example of Possible Brick *(different colors will be allowed)*

Example of the Stone Veneer *(different colors, cuts, patterns will be allowed)*

Proposed PRD

Amenities

With this request, the plan will be dedicating over 10% of ample and strategic open space. This open space area will contain the stormwater management areas as well as passive recreational areas. The plan also includes sidewalks throughout to link the entire neighborhood together and into Three Rivers proper. In addition, the project will have a clubhouse with a patio for its

Not To Scale

Example of Community Garden

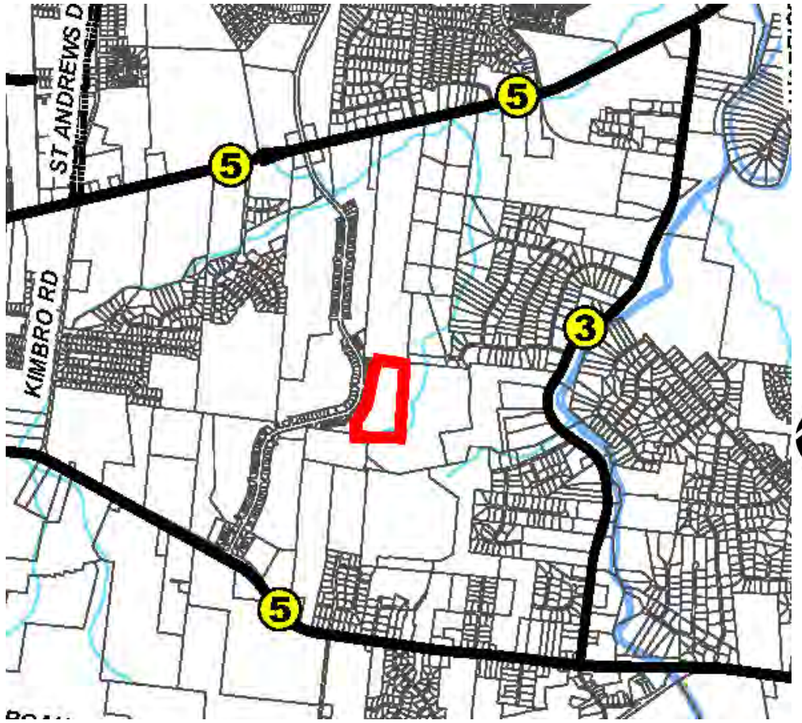
The residents of the Gardens development will be required to be members of the overall Three Rivers H.O.A. and have access to the proposed facilities and amenities within the overall subdivision. As a member of the H.O.A., the residents will be subject to restrictive covenants and be required to pay membership dues as determined by the 3rd party management company. The Gardens portion will have a sub-association of the main H.O.A. for the maintenance of exteriors and the extra common space.

Example Elevation of Clubhouse

Clubhouse Outdoor Patio and Grilling Area

Ingress/Egress
Synopsis

Pursuant to the Murfreesboro Major Thoroughfare Plan, Cason Lane nor the stub streets are planned to be upgraded in the future.



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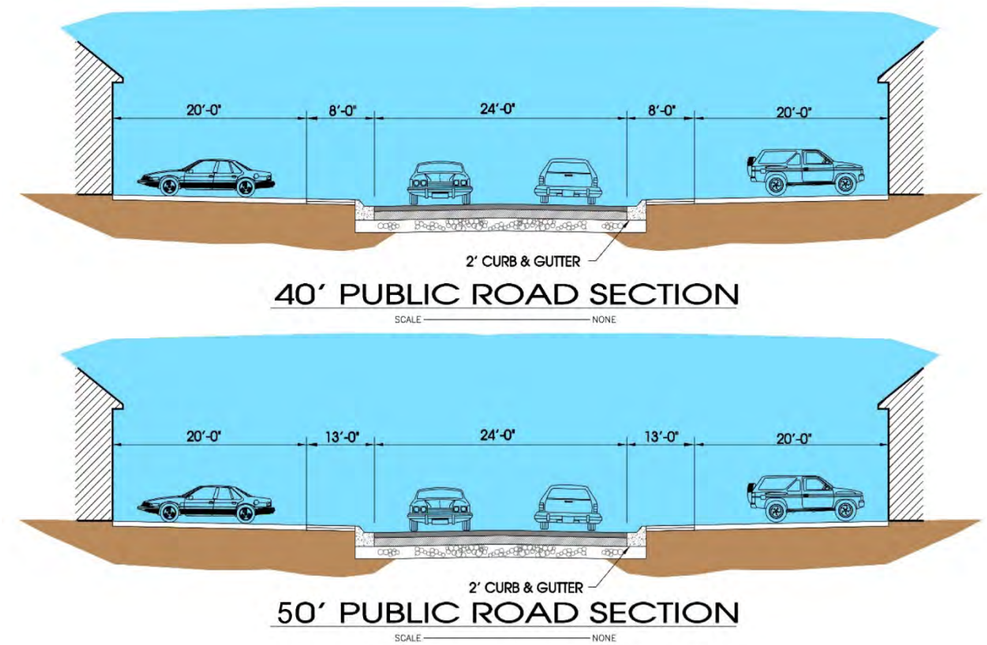

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The Gardens is proposed to have 6 points of ingress/egress planned at various locations throughout the property. These road connections will not only aid in providing the residents of the new development with access, but will allow the residents of the surrounding developments extra access points. All proposed streets within the development will be public right-of-way and developed in conformance with the City of Murfreesboro's Street Specifications except for the proposed alley which will be private.

Conceptual Master Landscape Plan

COTTAGES (Typ.) 73

VILLAS (Typ.) 54

UNIT TYPE GROUPING

Cottages:

28' x 125' = 0
56' x 125' = 0
84' x 125' = 11 x 3 UNITS = 33
112' x 125' = 10 x 4 UNITS = 40

Villas:

72' x 110' = 0
144' x 110' = 21 x 2 UNITS = 42
216' x 110' = 4 x 3 UNITS = 12

Gardens of Three Rivers PRD
CONCEPTUAL PLAN

EXISTING ZONING: PRD PLANNED RESIDENTIAL DISTRICT
PROPOSED ZONING: PRD PLANNED RESIDENTIAL DISTRICT

LAND USE DATA:

TOTAL LAND AREA:	±22.51 ACRES
TOTAL NUMBER OF UNITS:	127
COTTAGES (Typ.):	73
Villas (Typ.):	54
YIELD: 127 UNITS/22.51 ACRES	5.64 UNITS/ACRE
TOTAL OPEN SPACE:	± 3.12 ACRES

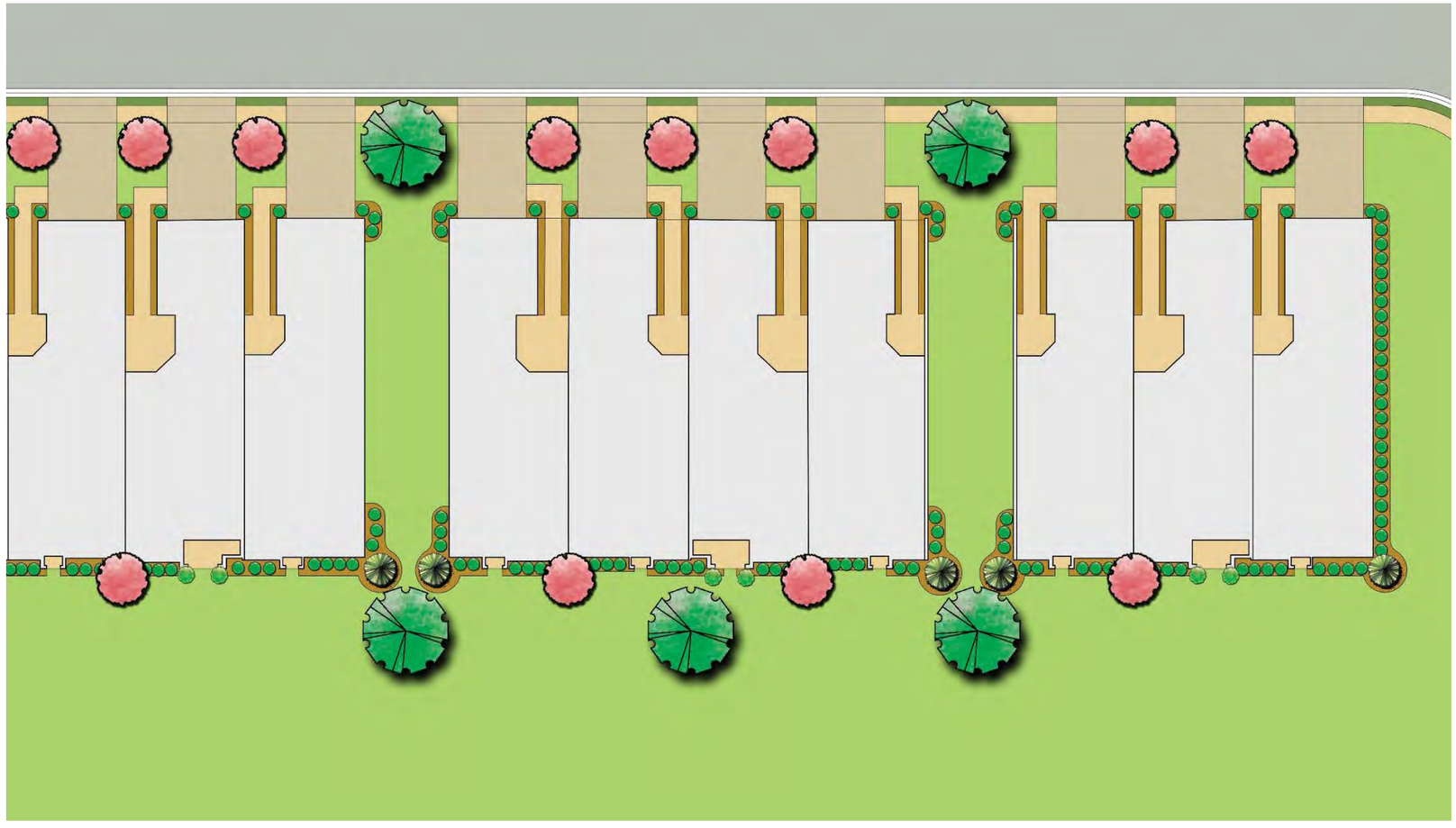
Not To Scale

Not To Scale

Landscape

Conceptual Residential Landscape Plan

The homes will have landscaping to enhance the look of the building's architectural style, while creating a great curb appeal for the community. The rear of the buildings will have landscaping consisting of a mixture of deciduous and evergreen shrubs along the base of the foundation to create year-round interest. Perennials and grasses to add a variety of shapes, colors and textures to help accent these units. Canopy and understory trees will add vertical elements to the buildings and streetscape. The garage side of the cottages will have foundation plantings. As well as canopy and understory trees to help create a streetscape appearance and minimize the hardscape of the driveways leading to these units.



Conceptual
Not To Scale

Section 13 Subsection D Item 2a Requirements

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.
Response: An exhibit is given on Page 3 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.
Response: An exhibit is given on Page 3 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains and floodways.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.
Response: Exhibits and photographs on Pages 3, 4, & 5 give the location of existing structures on the subject property and the surrounding properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.
Response: Pages 6-14 lists standards and exhibits showing the concept plan which shows each of these items. In addition, a full-size attachment of the concept plan has been attached at the rear of the pattern booklet.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.
Response: Page 6 lists this information.

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.

FLOOR AREA RATIO (F.A.R.) OF PRD		
TOTAL FLOOR AREA =	228,600	S.F.
TOTAL SITE AREA =	980,416	S.F.
FLOOR AREA RATIO =	0.23	

LIVABILITY SPACE RATIO (L.S.R.) OF PRD		
TOTAL LOT AREA =	573,838	S.F.
TOTAL BUILDING COVERAGE =	457,200	S.F.
TOTAL DRIVEWAY AREA =	44,704	S.F.
LIVABILITY SPACE AREA =	71,934	S.F.
LIVABILITY SPACE RATIO =	0.13	

OPEN SPACE RATIO (O.S.R.)		
TOTAL SITE AREA =	980,416	S.F.
TOTAL BUILDING COVERAGE =	457,200	S.F.
TOTAL R.O.W. =	204,822	S.F.
TOTAL OPEN SPACE=	135,727	S.F.
TOTAL FLOOR AREA=	228,600	S.F.
OPEN SPACE RATIO =	0.59	

Response:

Section 13 Subsection D Item 2a Requirements (cont.)

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 PRD in the city. The surrounding areas 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 complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
(aa) the approximate date when construction of the project can be expected to begin;
Response: The Phasing of the development is discussed on Page 8.
(bb) the order in which the phases of the project will be built;
Response: The Phasing of the development is discussed on Page 8.
(cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage;
Response: The Phasing of the development is discussed on Page 8.
(dd) a breakdown by phase for subsections [5] and [6] above;
Response: The exact size and location of each phase is unknown at this time, but a representative phasing plan has been provided.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.
Response: This requirement has been addressed on Page 11.

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 front setbacks requested are up to 20-feet less than the required setback for a RS-15 development. The side setbacks requested are up to 7.5-feet less than required for a RS-15 development. The rear setbacks are up to 10-feet less than the required setback for a RS-15 development. The density is approximately 2.5 d.u./acre greater than allowed for a RS-15 development. The lot coverage is up to 25% greater than allowable in a RS-15 development.

Section 13 Subsection D Item 2a Requirements (cont.)

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 Airport Overlay District (AOD), Battlefield Protection District (BPD), Gateway Design Overlay District (GDO), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.
Response: Page 12 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.

Green Trails, LLC
2925 Berry Hill Drive
Nashville, TN 37204
Contact: Kevin Estes
Ph #: 615-300-8496
kestes@dewey-estes.com

SEC, Inc.
Engineering, Surveying, Land Planning & Landscape Architecture
850 Middle TN Blvd
Murfreesboro, TN 37129
Contact: Matt Taylor, P.E.
Ph #: 615-890-7901
Fax #: 615-895-2567

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 9-10 show the architectural character of the proposed homes with garages shown and building materials listed. Each home will be allowed to have rear porches and attached lighting. However, exact configuration for these items is unknown and will be determined as each home is built. The public streets will have standard street lights spaced per Murfreesboro Electric Department guidelines.

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: Page 2 shows the site plan indicating the location of the entrance sign. Also, Page 7 provides a picture of a similar sign. The sign will be constructed of masonry. If lit, the sign will have uplighting. The sign will have landscaping around its base. All elements of the sign will be in accordance with the City of Murfreesboro's Sign Ordinance.

The Planning Commission asked staff if this could brought up at the next Planning Commission meeting, in which Mr. Gary Whitaker answered yes. However, the scheduled public hearing would continue.

Chairman Lamb opened the public hearing. No one came forward to speak for or against the rezoning request; therefore, Chairman Lamb closed the public hearing.

Mr. Ken Halliburton expressed his gratitude towards Mr. Alcorn for his willingness to work on this request. Also, for agreeing to defer action until Mr. Caffey's concerns have been discussed.

Mr. Ken Halliburton made a motion to defer until December 16, 2015, Planning Commission meeting, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

PRD Amendment [2015-430] for approximately 22.5 acres located east of Cason Lane to amend the Three Rivers PRD, Green Trails, LLC applicant.

Mr. Matthew Blomeley began by describing the subject property located just east of Cason Lane and is a part of the Three Rivers PRD (Planned Residential District). The Three Rivers PRD consists of several different housing types and lot sizes. The subject property is bordered on its south and east sides by undeveloped property zoned RS-10 and RS-12 (Single-Family Residential 10 and 12) that is envisioned to be developed with future sections of Rivers Edge and Barfield Downs single-family residential subdivisions. The property to the north is an undeveloped piece of property located in the unincorporated County.

The property in question is a 22.51-acre portion of a 33-acre element of the Three Rivers PRD called The Gardens of Three Rivers. The existing PRD zoning plan, which was approved in 2003, called for the total 33 acres of The Gardens

to be developed with 194 single-family lots. The 22.51 acres in question is approved for 142 single-family lots. The proposed lots were to have dimensions of 45' x 130' and a minimum lot size of 4,550 square-feet. The lots in The Gardens with frontage on Cason Lane have already been platted and houses have been built on some of these lots. The lots with frontage on Cason Lane in The Gardens are not a part of this request. The 22.51 acres in question is the portion of The Gardens without frontage on Cason Lane.

The proposed PRD amendment outlines a new development plan consisting of two different housing types, both of which will be "age targeted," according to the program book. First, there are 73 cottage units proposed. They will contain a minimum of 1,300 square-feet and two (2) bedrooms. The exterior materials will consist of a mixture of brick, stone, and cementitious siding. The cottages located to the rear of the existing lots on Cason Lane will be alley-loaded so that the non-garage side will face toward the public street. The cottages located elsewhere in the development will be oriented so that the garage faces the public street. These units have been located on minor dead-end streets, so as to minimize the visual impact of the garages along the public street. Secondly, there are 54 villa units proposed. They will contain a minimum of 1,400 square-feet and two (2) bedrooms. The exterior materials for the villas will also consist of a mixture of brick, stone, and cementitious siding. Vinyl siding is prohibited in the existing Three Rivers PRD. This amendment will only allow vinyl siding in the trim and soffit areas. Both the cottage units and villa units will be single-family attached products. Each dwelling unit will be located on its own lot of record and will be sold fee simple.

All streets will be public and there will be sidewalks on both sides of all streets. Four (4) of the proposed public streets will stub into the adjacent undeveloped properties to promote future connectivity. The development will also utilize an existing private alley parallel to Cason Lane as well as one new private alley. Each unit will possess two parking spaces in the garage and two parking spaces in the driveway. In the program book, the applicant is making the commitment that garages will not be permitted to be used for storage, so that they can be used for vehicular parking. In addition, there will be 60 guest parking spaces scattered in common areas throughout the development. Due to the age targeted demographic, however, it is expected that there will be a lesser demand for parking than in a typical single-family detached subdivision.

Mr. Matt Taylor and Mr. Kevin Estes were present to represent the applicant. Mr. Taylor came forward to present a power point presentation with the specifics from their program book.

Mr. Eddie Smotherman wanted clarification regarding the proposed alleyways. Mr. Taylor made known the alleyways have 20 foot easement with 16 foot of pavement. Mr. Smotherman asked if the alleyways would be only one way direction. Mr. Taylor answered it goes either way due to this development having a very low volume of traffic. Chairman Lamb asked if this would include ribbon/ curb and automatic lighting in the alleyways. Mr. Taylor answered yes the have included lights at the garage doors and the public streets would have standard street lights. Chairman Lamb requested this development include automatic lighting within the alleyways. This would be consistent with similar developments that have been approved. Also, automatic lighting would be better

for the health and safety of the residents. Last, automatic lighting adds ambiance to the area. Mr. Taylor agreed to add this request to their plans.

Chairman Lamb opened the public hearing.

Mr. Larry Sims 537 East Main Street – came forward making known the property owners beside this rezoning request has been contacted by interested parties for development. This 40 plus acre property is being considered for commercial and residential zoning. Mr. Sims wanted to make certain the Planning Commission was aware of the potential for future development.

Chairman Lamb closed the public hearing.

Mr. Smotherman wanted to know if the proposed stub streets for this rezoning request would be for residential use only. Mr. Blomeley responded currently the joining property is zoned for residential only. In the future if there is any annexation or rezoning request, staff would review the Salem Land Use Plan. At this time there has been no formal request regarding the joining property.

Mr. Kirt Wade made a motion to approve subject to all staff comments, including automatic lighting in the alleyways; the motion was seconded by Mr. Eddie Smotherman. There be no further discussion the motion was approved.

RESOLUTION 15-R-PS-65 to adopt a Plan of Services for approximately 70.1 acres along Blackman Road, Benjamin Sikes and Thomas Meadow, applicants. [2015-508]

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 November 4, 2015 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on January 7, 2016, pursuant to a Resolution passed and adopted by the City Council on November 19, 2015, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on December 21, 2015; 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 3. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 15-R-A-65**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

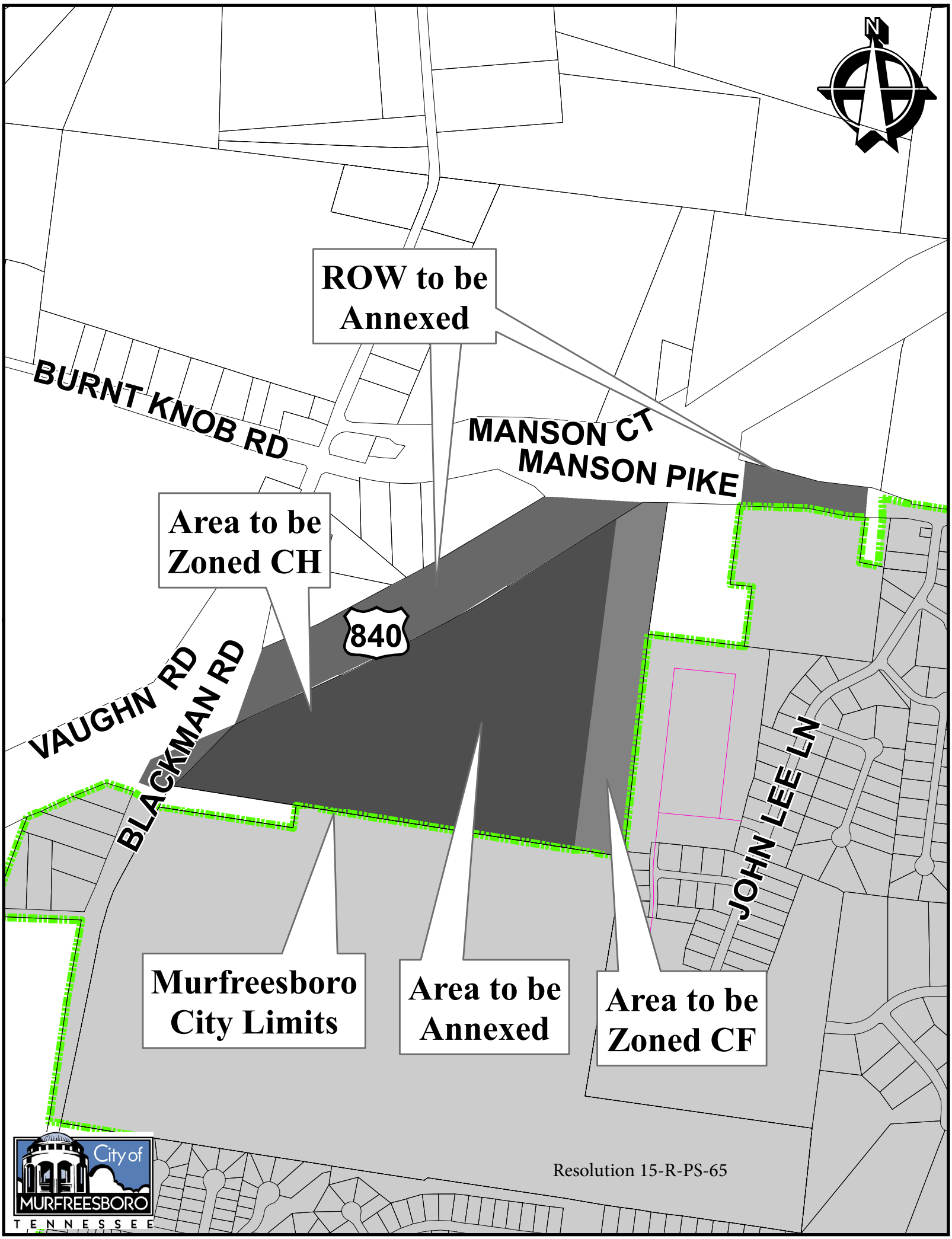
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

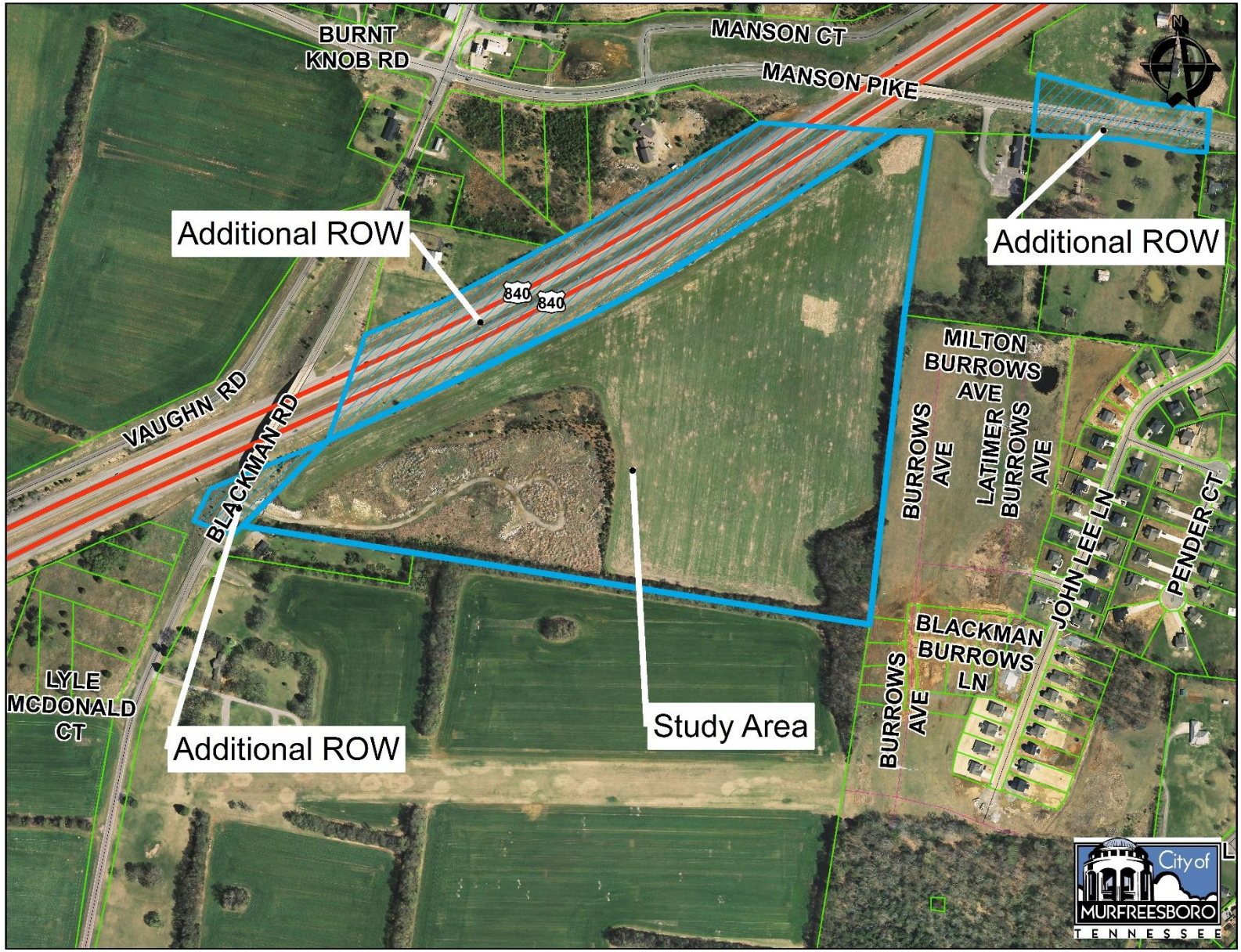
SEAL



Resolution 15-R-PS-65

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG BLACKMAN ROAD AND STATE ROUTE 840 INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 4, 2015


BURNT KNOB RD
MANSON CT
MANSON PIKE
Additional ROW
Additional ROW
840
840
VAUGHN RD
BLACKMAN RD
MILTON BURROWS AVE
BURROWS AVE
LATIMER BURROWS AVE
JOHN LEE LN
PENDER CT
BLACKMAN BURROWS LN
BURROWS AVE
LYLE MCDONALD CT
Additional ROW
Study Area
City of MURFREESBORO TENNESSEE

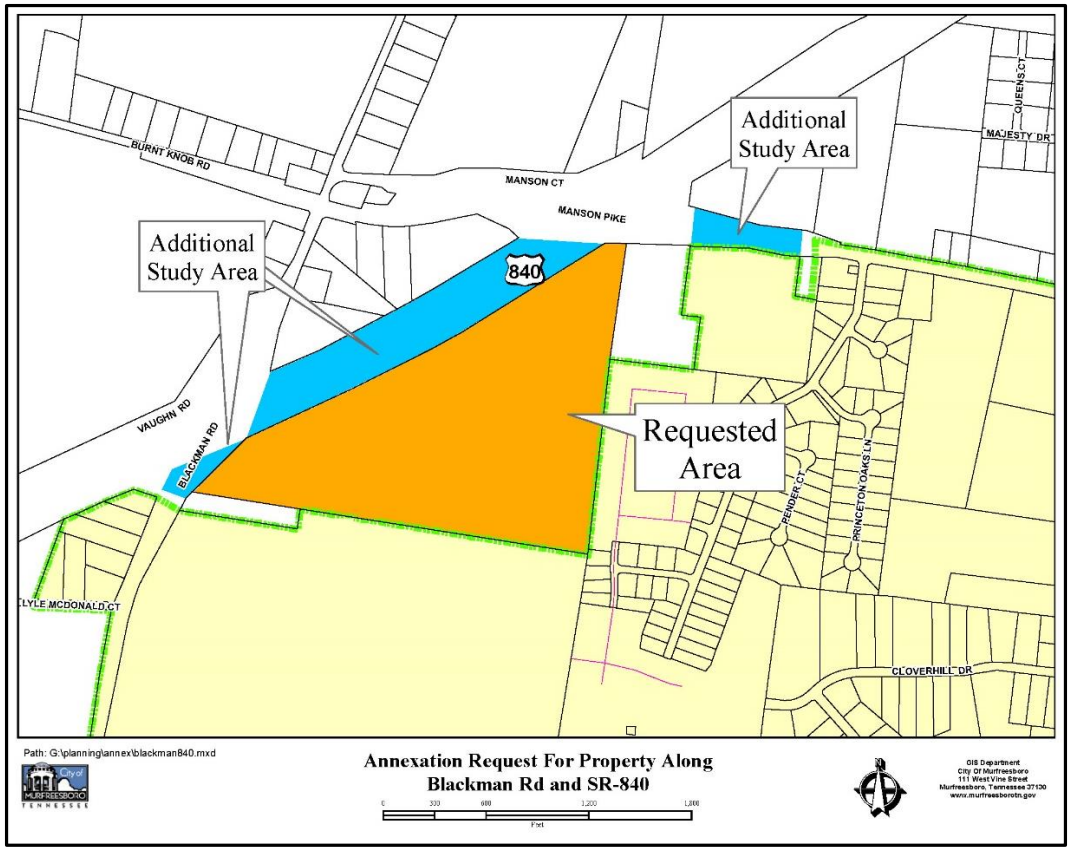
INTRODUCTION

OVERVIEW

The area studied in this Plan of Services is a 53.00-acre parcel (Tax Map 78, Parcel 31.00) situated along the south side of State Route 840 and the east side of Blackman Road. The study area adjoins the City on the south and east, while the areas to the north and west of the study area lie within the unincorporated County. Also included in this study are three rights-of-way: 1.25 acres (233.4 linear feet) of Blackman Road; 13.5 acres (2,029 linear feet) of State Route 840; and 2.5 acres (627 linear feet) of Manson Pike.

The applicant, Mr. Chad Meadow, has requested rezoning simultaneous with annexation. The easternmost 10.2 acres of the parcel would be rezoned CF (Commercial Fringe), while the remainder of the parcel would be rezoned CH (Commercial Highway).

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

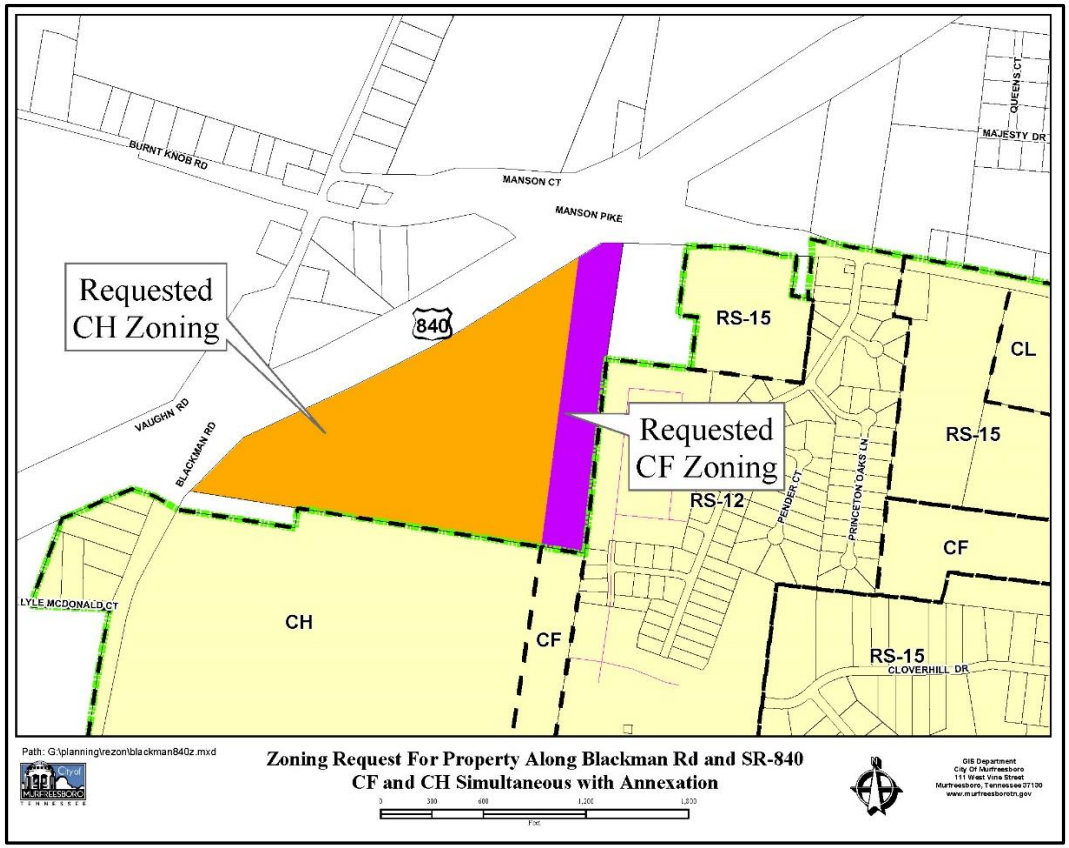


CITY ZONING

The applicant has requested CF (Commercial Fringe) zoning for 10.2 acres along the easternmost portion of the parcel and CH (Commercial Highway) zoning for the remaining 42.3 acres of the parcel simultaneous with annexation.

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

For the most part, the requested CF and CH zoning align with the properties directly to the south, which are located within the City of Murfreesboro and are zoned CF and CH. A 1.9-acre parcel that adjoins the subject property on the southwest side lies within the County and is zoned RM. A 6.8-acre County parcel owned by Blackman United Methodist Church adjoins the subject property on the northeast. The Blackman Meadows subdivision, which is located within the City and is zoned RS-12, abuts the subject property on the east. State Route 840 abuts the subject property on the north.

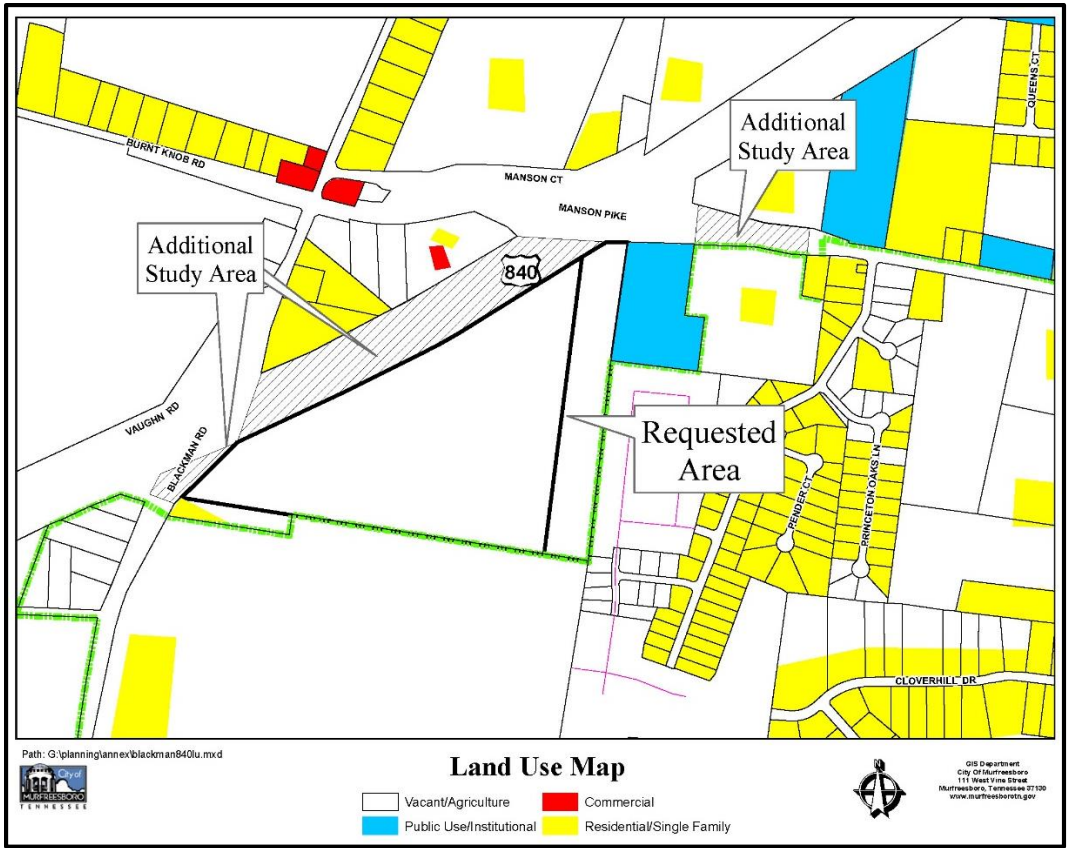


PRESENT AND SURROUNDING LAND USE

The primary area being considered for annexation is a 53-acre parcel. The property is currently undeveloped.

The area surrounding the 53-acre parcel is characterized by large lots with residential and agricultural uses. Notable exceptions include Blackman Meadows—a City residential subdivision—and an 8-acre property owned by Blackman United Methodist Church, both along the eastern side of the study area.

Access to the study area will be from Blackman Road. The study area also has frontage on SR 840 and Manson Pike.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2015 will be due on December 31, 2016. 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 $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state. (Note that the property currently receives a greenbelt rollback assessment. The table below assumes that the property will no longer qualify for the greenbelt rollback assessment upon sale and development.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Benjamin H. Sikes	53.00	$291,250	$0	$72,812	$924.94

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

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

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). The Murfreesboro Electric Department (MED) will serve the study area as it develops; facilities along Manson Pike and Blackman Road will have to be extended to serve the study area. Any electrical infrastructure installed to serve development in the study area will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

The 53-acre parcel included in the study area has direct access to Blackman Road. Upon annexation, the 1.25-acre (233.4 linear feet) portion of Blackman Road adjacent to the 53-acre parcel will become the responsibility of the City of Murfreesboro; the Engineering Department estimates annual roadway maintenance costs for this portion of Blackman Road at $500.

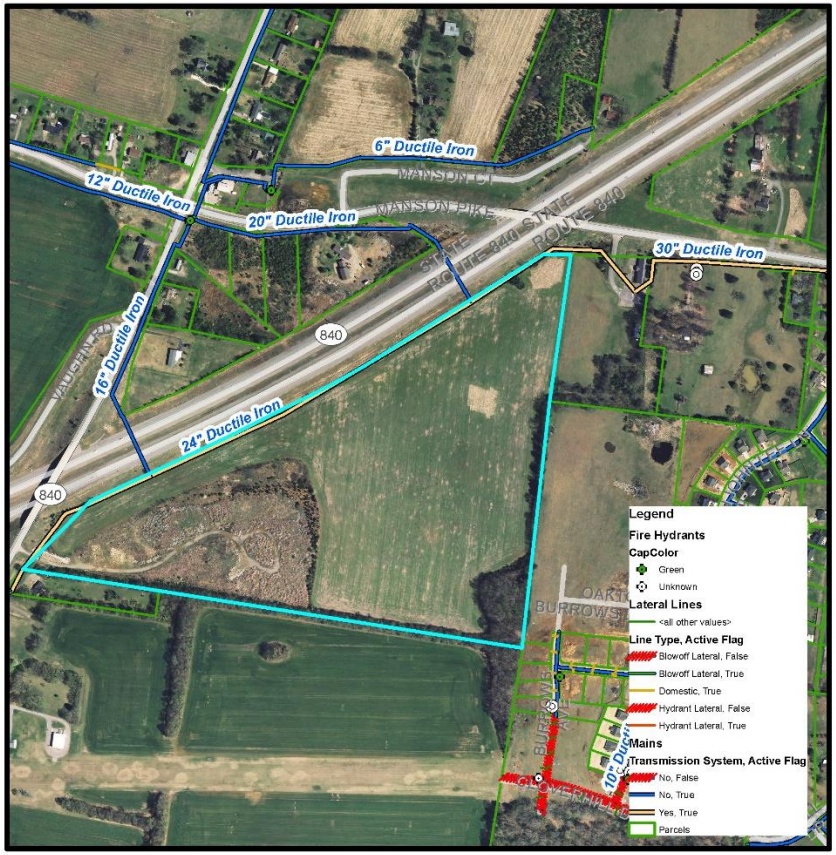
The parcel has frontage—but no access—along Manson Pike and SR 840. A 2.5-acre (627-linear feet) portion of Manson Pike located to the northeast of the 53-acre parcel is included in this annexation; the Engineering Department estimates annual maintenance costs for this portion of Manson Pike at $1,500. The State of Tennessee will continue to provide maintenance for the 13.5-acre (2,029-linear feet) portion of SR 840 included in this annexation.

Maintenance costs for Blackman Road and Manson Pike will be paid from State Street Aid and Stormwater Utility Fees. Any new roads associated with development of the subject property must adhere to the City's Standard Street Specifications.

WATER SERVICE

The study area is served by a 24-inch Consolidated Utility District (CUD) water line along Blackman Road and SR 840. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

Annexation Request
Blackman Rd and SR-840



Any additional development to the parcel(s) would be subject to the applicant submitting the Developer's Packet to Consolidated Utility District which includes a Water Availability Request to determine feasibility of and approve the proposed development.

Date: 10/22/2015

Prepared by: JLW

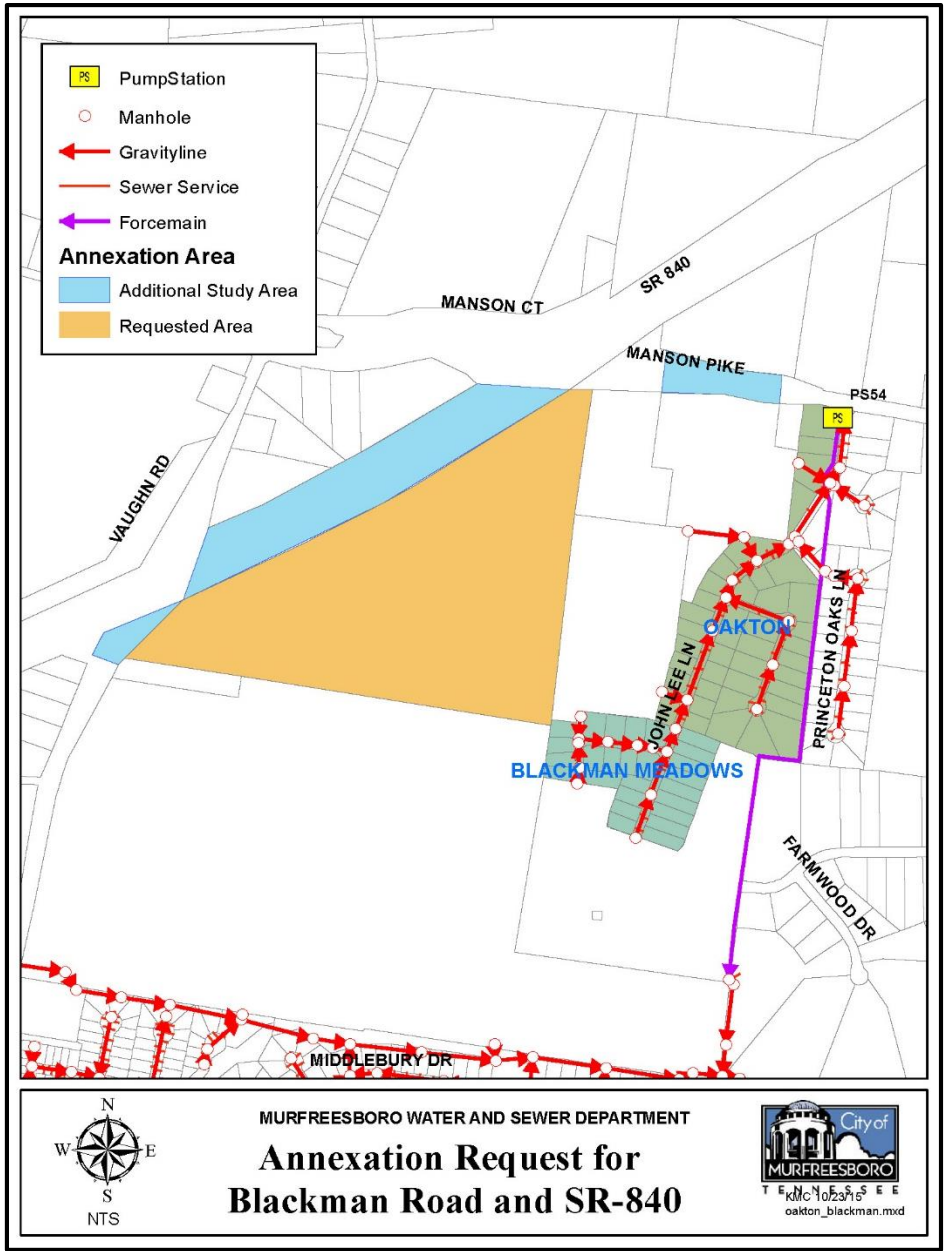
N.T.S.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sanitary sewer would become available upon construction of a currently-planned sewer main serving Sections 6 and 7 of the Blackman Meadows subdivision. Prior to any approval of sanitary sewer service, the property owner and/or developer must submit a "Will Serve Request" to MWSD, listing the anticipated sewer flows from the proposed development. A 2-month flow monitoring study during the winter months of the year may be required at the expense of the owner/developer to determine the remaining capacity of the existing sewer pump station serving the Oakton and Blackman Meadows subdivisions.

The study area lies within the Overall Creek Sanitary Sewer Assessment District. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.

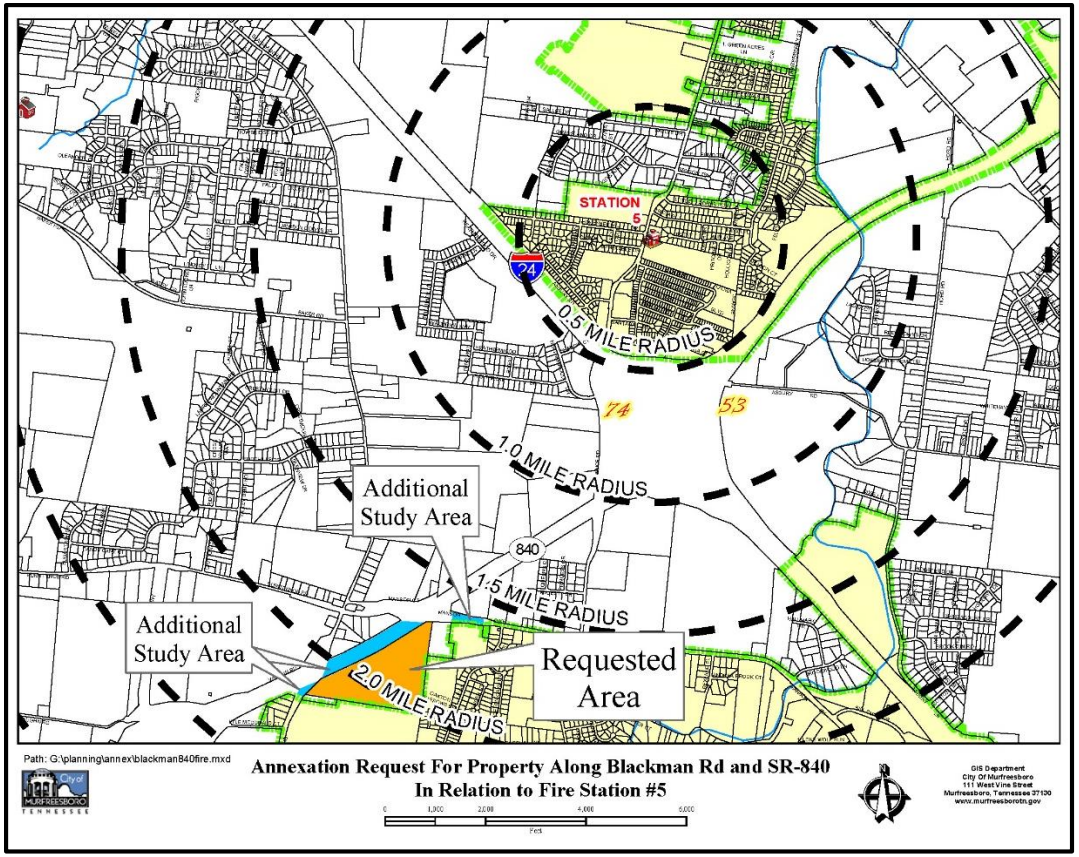


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). However, emergency response will be slightly delayed on SR 840 due to MFRD having no immediate access to SR 840 from Blackman Road or Manson Pike.

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

There is a 24-inch Consolidated Utility District water line along SR 840 that serves the subject property. The closest operating fire station to the subject property is Fire Station #5, located at 3006 Florence Road, approximately 2.8 miles from the study area. Fire Station #9, located at 802 Cason Lane, is approximately 5.9 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Friday. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as a commercial center, the owner/developer will be required to arrange solid waste collection via a private hauler.

BUILDING AND CODES

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

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

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.

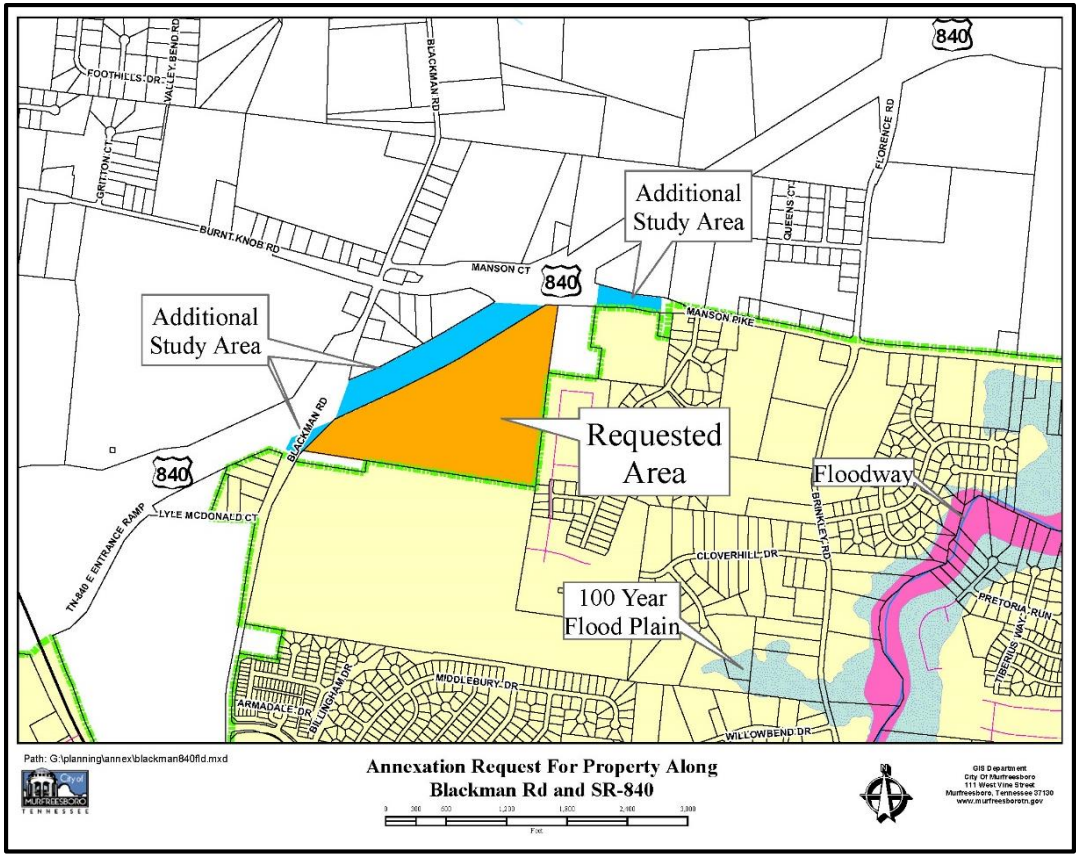
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

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

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



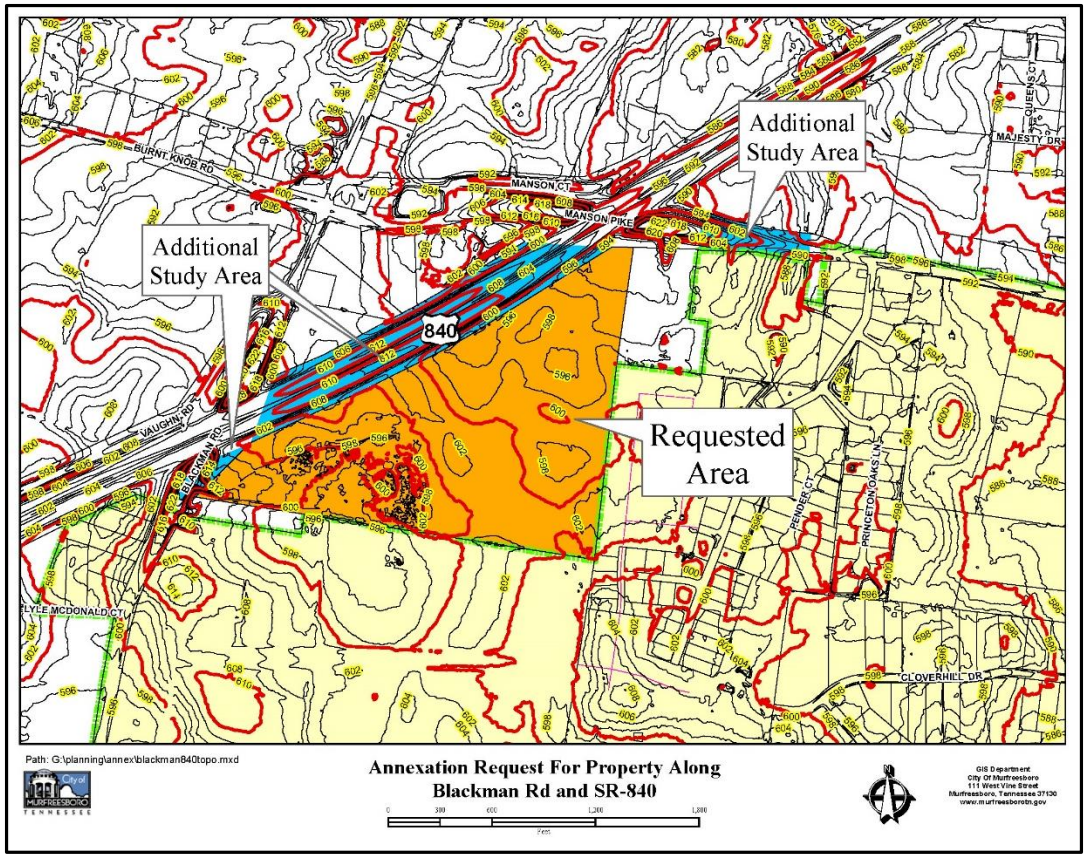
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. Historical aerial photography indicates several areas of ponded water following rain events, and no clear overland drainage routes are apparent on or off-site. Future development plans should address the existing drainage conditions and anticipate on-site stormwater management. It will be the future developer's responsibility to investigate potential drainage plans and secure any off-site routes with consent and/or easements.

Any new public drainage facilities proposed to in the future must meet City standards.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed CH and CF zoning, this property has the potential to generate $9,500 in Stormwater Utility Fees annually upon full development. New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

RESOLUTION 15-R-A-65 to annex approximately 70.1 acres along Blackman Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Benjamin Sikes and Thomas Meadow, applicants. [2015-508]

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 15-R-PS-65** on January 7, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 4, 2015 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 15-OZ-65,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

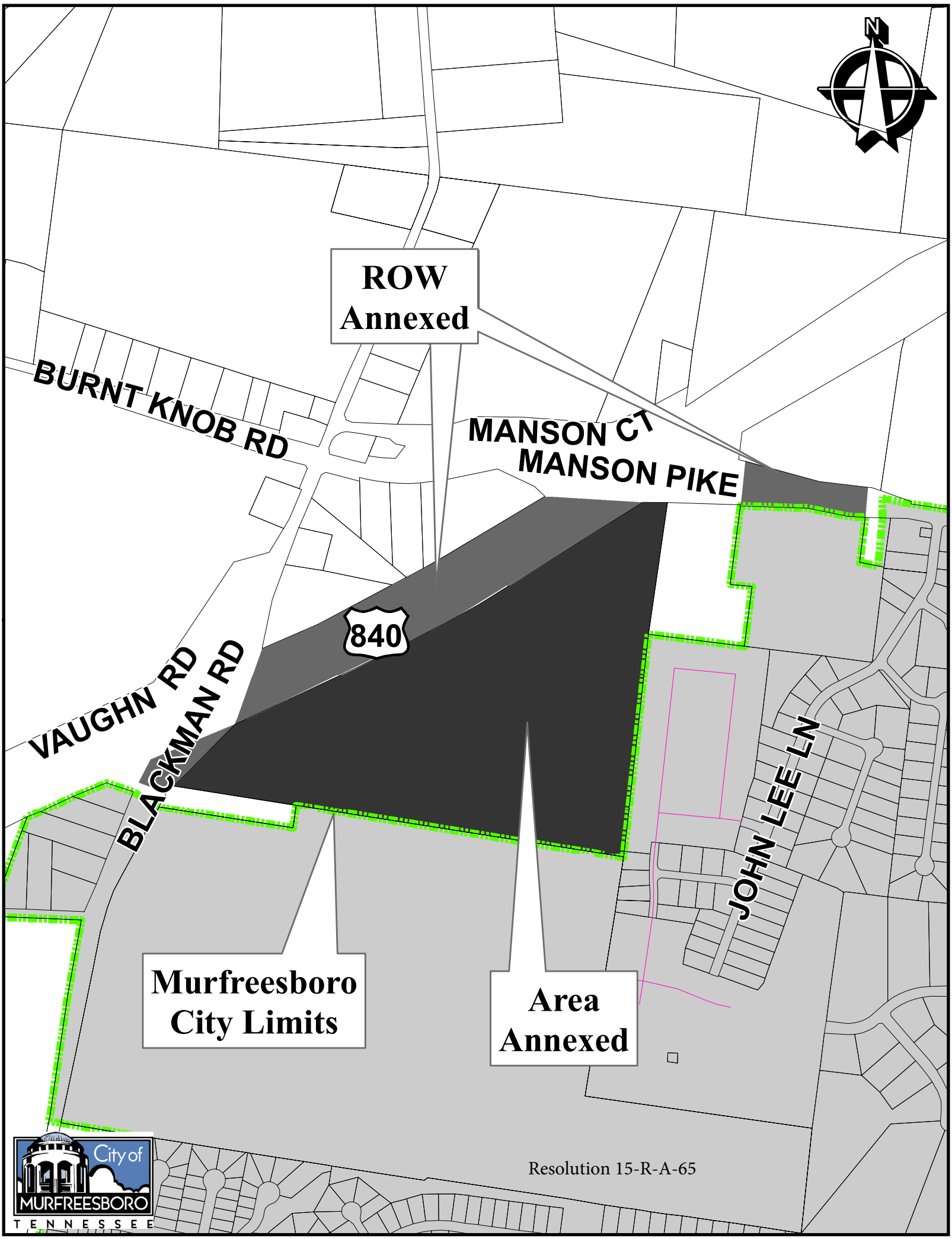
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Resolution 15-R-A-65

ORDINANCE 15-OZ-65 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 53 acres along Blackman Road as Highway Commercial (CH) District (approximately 42.8 acres) and Commercial Fringe (CF) District (approximately 10.4 acres); Benjamin Sikes and Thomas Meadow, applicant. [2015-427]

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

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

SECTION 2. That from and after the effective date hereof the territory depicted on the attached map be zoned and approved as Highway Commercial (CH) District and Commercial Fringe (CF) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said territory 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 territory.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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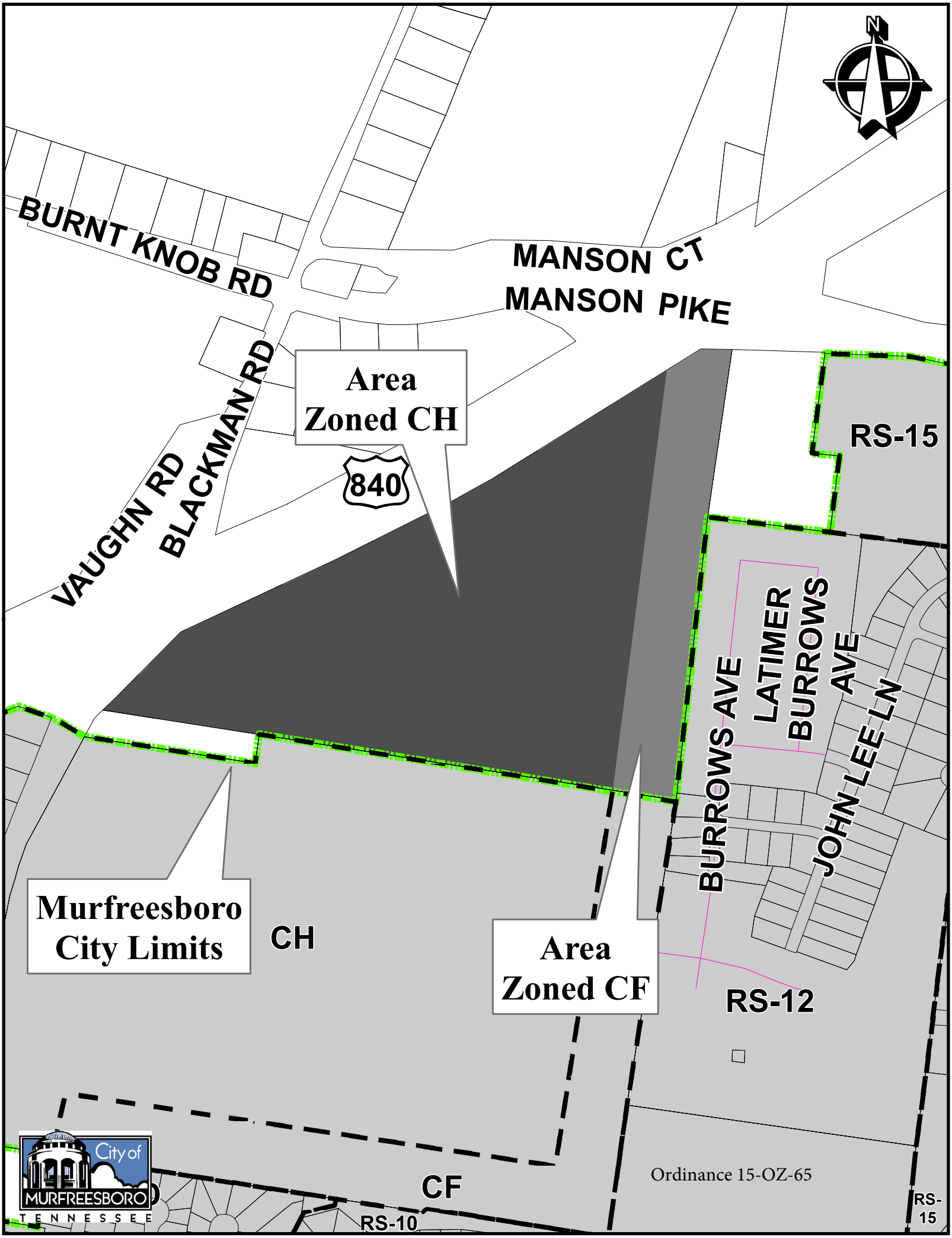
David A. Ives
City Attorney

SEAL



Ordinance 15-OZ-65

ORDINANCE 15-OZ-69 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428].

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 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 Residential Zero Lot-Line (RZ) District and Residential Multi-Family Sixteen (RM-16) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

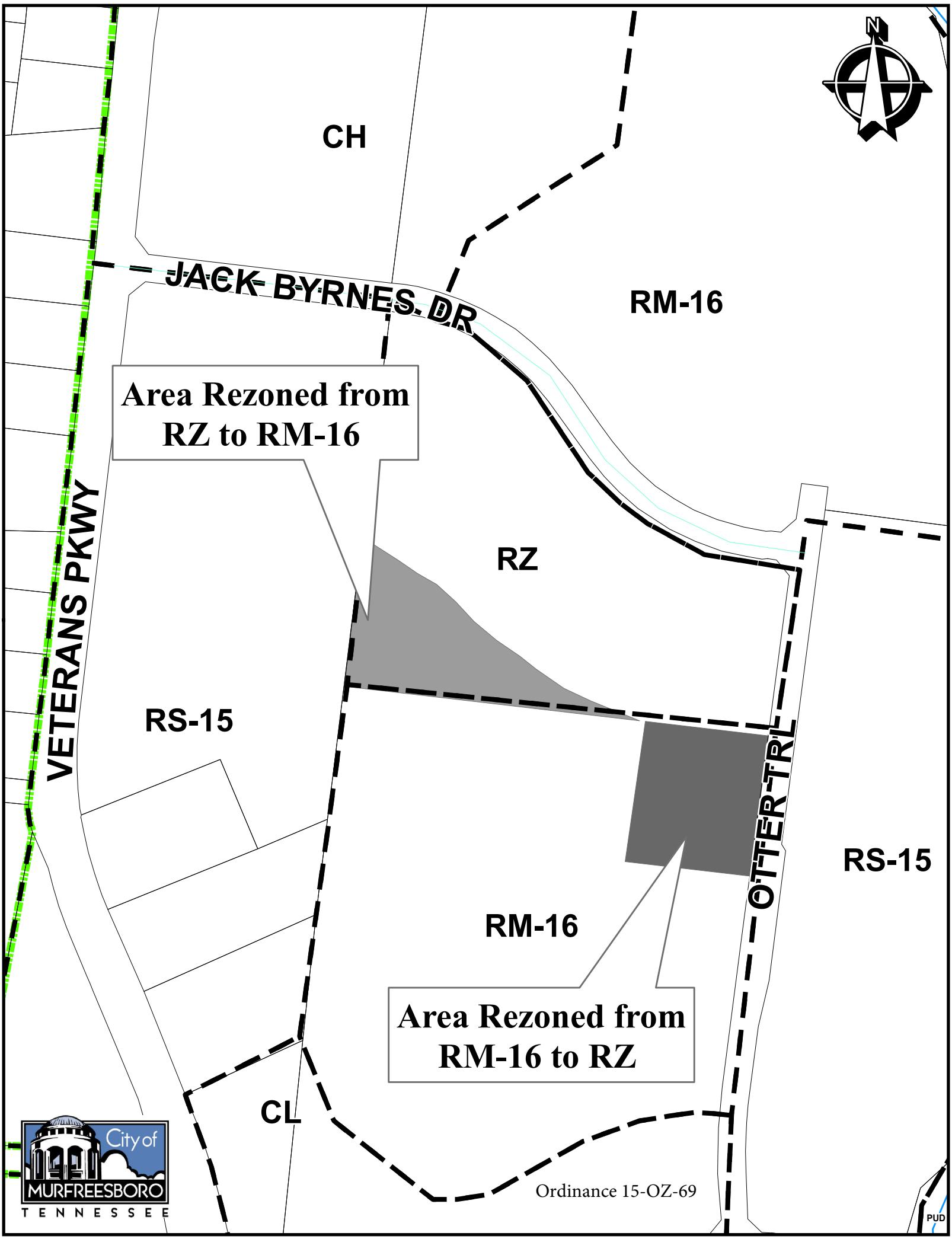
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL


N
CH
JACK BYRNES DR
RM-16
Area Rezoned from
RZ to RM-16
VETERANS PKWY
RZ
RS-15
OTTER TRL
RS-15
RM-16
Area Rezoned from
RM-16 to RZ
CL
City of
MURFREESBORO
TENNESSEE
Ordinance 15-OZ-69
PUD

RESOLUTION 15-R-PS-66 to adopt a Plan of Services for approximately 5.96 acres along Foxfire Court, Linda Smith, applicant. [2015-507]

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 November 4, 2015 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on January 7, 2016, pursuant to a Resolution passed and adopted by the City Council on November 19, 2015, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on December 21, 2015; 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 3. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 15-R-A-66**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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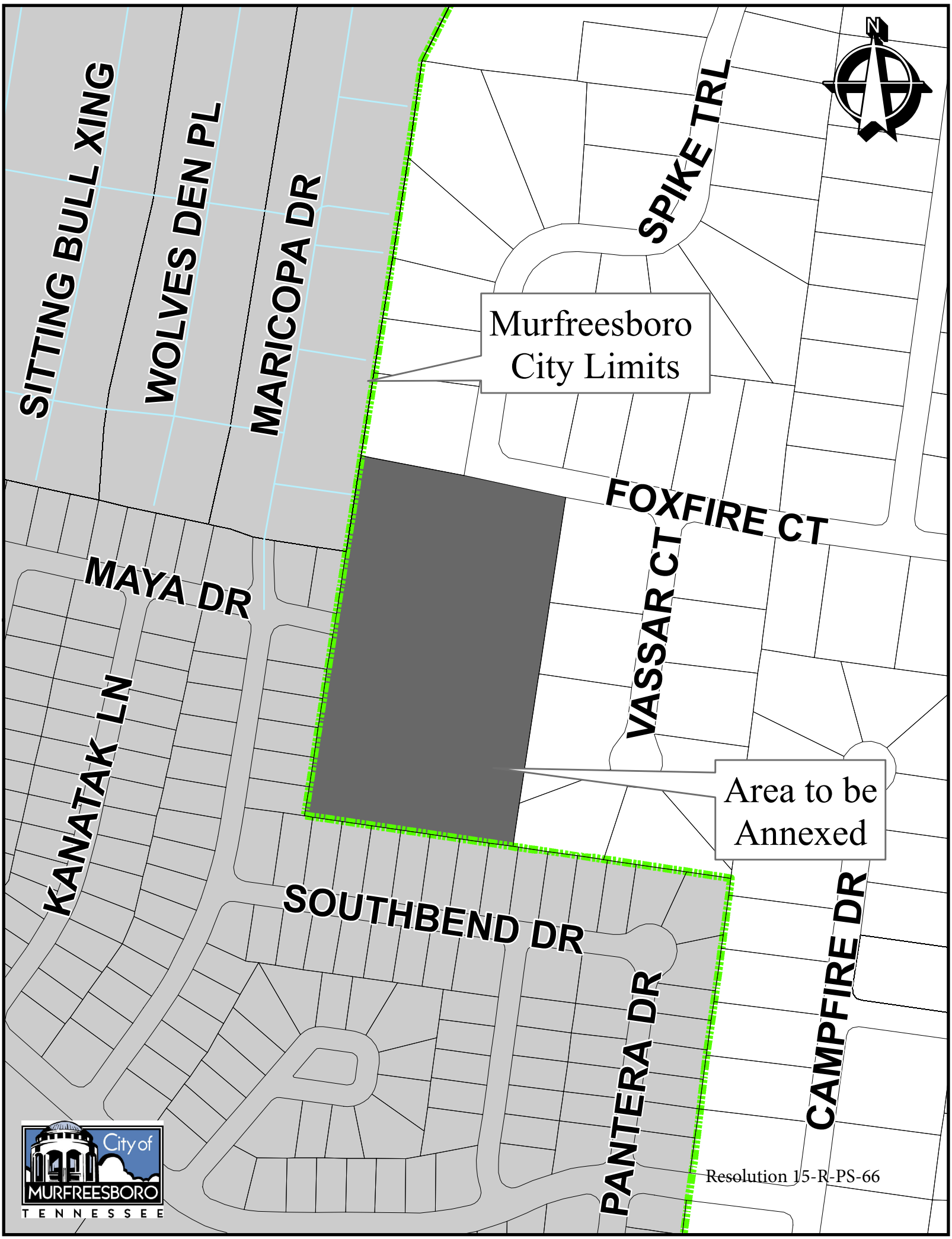
David A. Ives
City Attorney

SEAL



Resolution 15-R-PS-66

ANNEXATION REPORT FOR PROPERTY LOCATED AT 2631 FOXFIRE COURT INCLUDING PLAN OF SERVICES

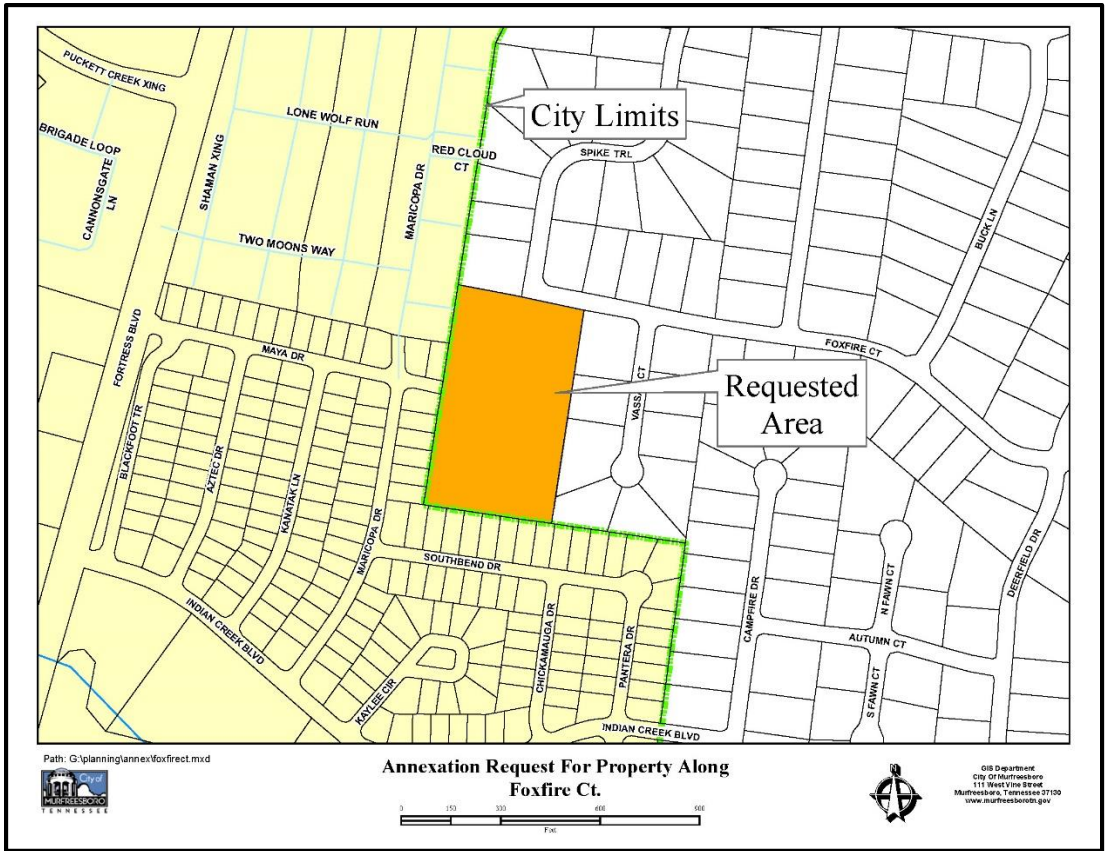
PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 4, 2015

Study Area
TWO MOONS WAY
SHAMAN XING
SITTING BULL XING
WOLVES DEN PL
MARICOPA DR
RED WILLOW DR
RUNNING WOLF CT
SPIKE TRL
FOXFIRE CT
MAYA DR
VASSAR CT
AZTEC DR
KANATAK LN
SOUTHBEND DR
CHICKAMAUGA DR
PANTERA DR
CAMPFIRE DR
INDIAN CREEK BLVD
City of
MURFREESBORO
TENNESSEE

INTRODUCTION

OVERVIEW

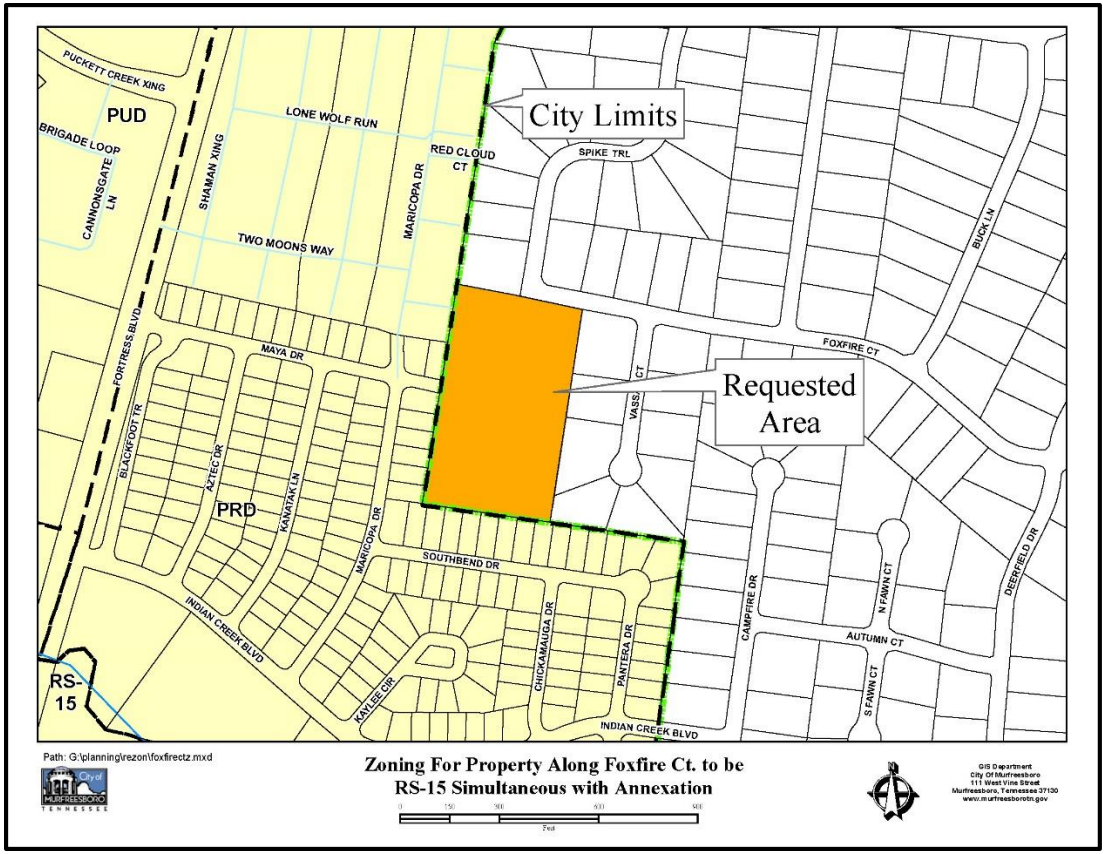
The area studied in this Plan of Services is a 5.96-acre parcel situated along the south side of Foxfire Court. The study area adjoins the City on the west and south, while the areas to the north and east of the study area lie within the unincorporated County. The study area is bounded by Foxfire Court and the Deerfield Stables subdivision on the north, The Villas at Indian Creek subdivision on the northwest, The Preserve at Indian Creek subdivision on the south and southwest, and the Deerfield subdivision on the east. The study area includes tax map 92, parcel 1.00.



CITY ZONING

The applicant, Ms. Linda Smith, has not requested a zoning classification. Since the property is currently zoned RM (Medium Density Residential) in the County and currently has a single-family home, the property will have an interim zoning classification of RS-15 (Single-Family Residential) upon annexation. The property is within the City of Murfreesboro's Urban Growth Boundary.

The properties to the south and west of the study area are zoned PRD (Planned Residential Development). The properties to the north and east of the study area lie outside the City's boundaries and are zoned RM (Medium Density Residential) by the County.

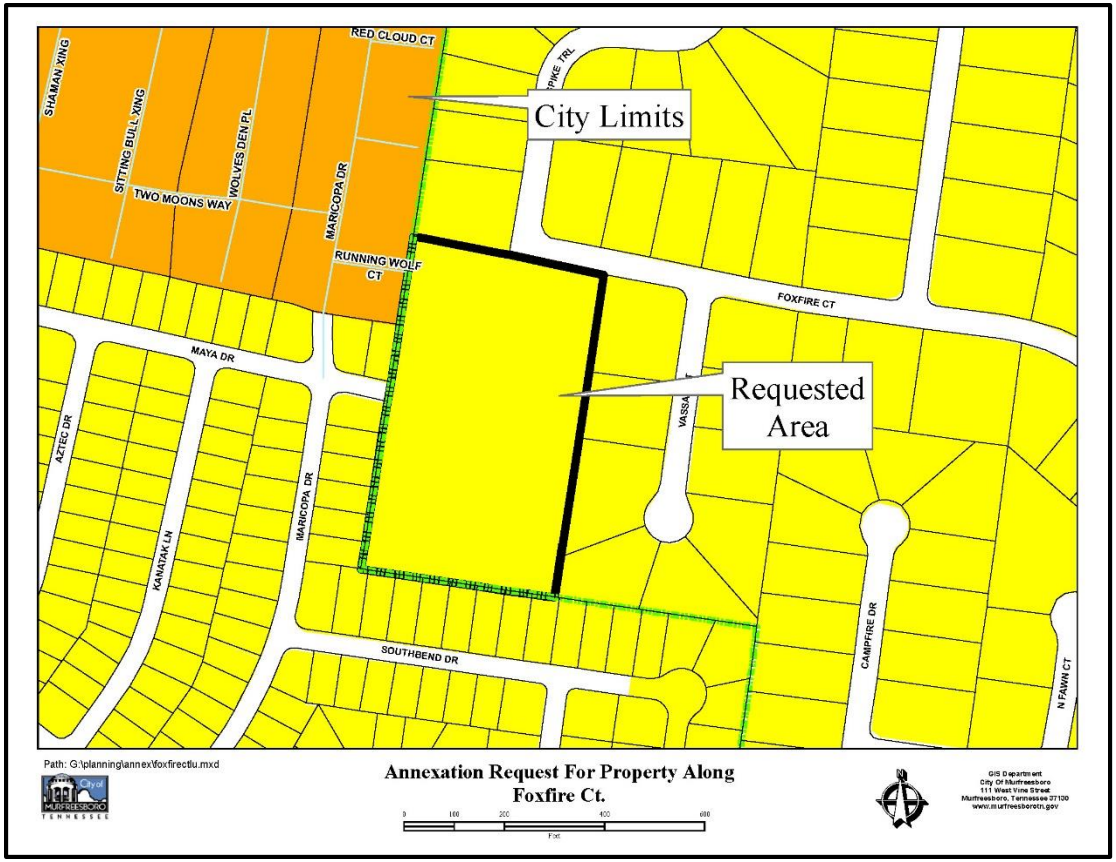


PRESENT AND SURROUNDING LAND USE

The area being considered for annexation is a 5.96-acre lot. A single-family home is currently located on the southeastern corner of the property.

City subdivisions are located to the south and southwest (The Preserve at Indian Creek) as well as the northwest (The Villas at Indian Creek). County subdivisions are located to the north (Deerfield Stables) and east (Deerfield).

The site is currently accessed from Foxfire Court, which lies entirely within the County. The site also adjoins Maya Drive—a City street—though there is presently no driveway connecting the existing house to Maya Drive. The applicant has expressed a desire to construct a driveway connecting the existing house to Maya Drive.



POPULATION

According to the 2010 Census from the Census Bureau, the average U.S. household includes 2.58 people. The study area currently includes 1 single-family home with a total estimated population of 3 people.

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2014 will be due on December 31, 2015. 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 $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Linda Smith	5.96	$78,700	$19,400	$24,525	$311.54

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2015-2016 per capita state revenue estimates for the City of Murfreesboro based on the property being built-out at RS-15 density (one unit per 15,000 square feet).

Table II
Per Capita State Revenue Estimates

General Fund	**Per Capita Amount**
State Sales Tax	$70.00
State Beer Tax	$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	$2.05
Gross Receipts (TVA in-lieu taxes)	$11.00
Total General Revenue Per Capita	$83.55
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$25.91
Total Per Capita (General and State Street Aid Funds)	**$109.46**
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit)	**$3,671.29**

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

PLAN OF SERVICES

POLICE PROTECTION

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

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). A primary line currently crosses the property. Murfreesboro Electric Department (MED) has facilities and electrical infrastructure in place along Maya Drive to serve the property if it is developed in the future. Any electrical infrastructure installed to serve development in the study area will be required to adhere to MED standards. Any future development on the property will necessitate a redesign of overhead lines.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

The study area currently has access to Foxfire Court, a County road. Additionally, the property has frontage along the eastern terminus of Maya Drive. The applicant has expressed a desire to connect a new driveway for the existing home to Maya Drive. However, no new streets are proposed with this annexation. Access points and on-site circulation for future development will be reviewed during the subdivision review process as new streets are platted. Any new roads associated with development of the subject property must adhere to the City's Standard Street Specifications.

WATER SERVICE

The study area is served by a 6-inch Consolidated Utility District (CUD) water line along Foxfire Court. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

Annexation Study
2631 Foxfire Court

Any additional development to the parcel(s) would be subject to the applicant submitting the Developer's Packet to Consolidated Utility District which includes a Water Availability Request to determine feasibility of and approve the proposed development.

Date: 9/28/2015

Prepared by: JLW

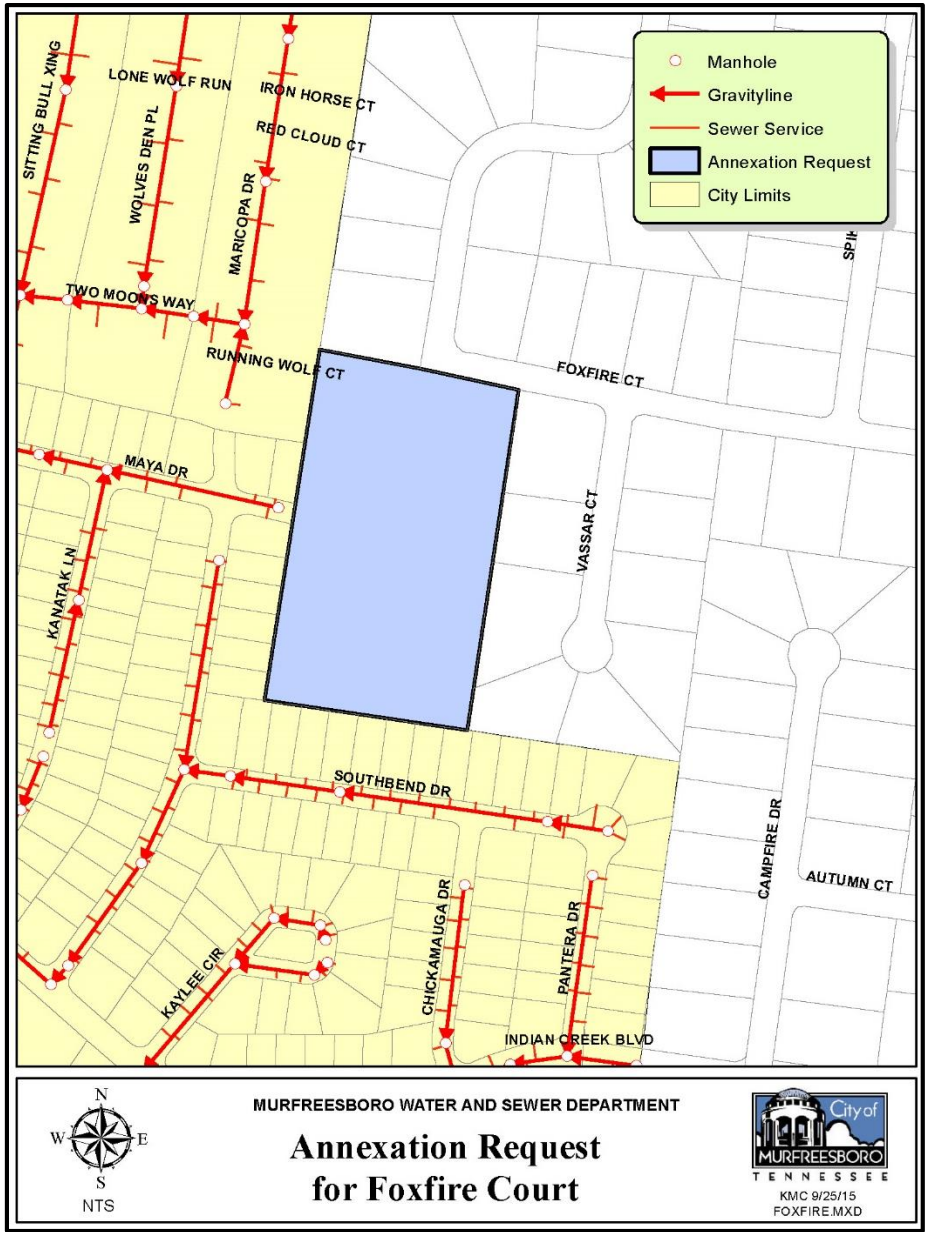
N.T.S.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property is to be served by an existing 8-inch sanitary sewer main located within the right-of-way along Maya Drive. Any connections to the sewer main shall be made at the existing manhole on Maya Drive. The study area lies within the Overall Creek Sanitary Sewer Assessment District and will be charged $1,000 per single-family unit in addition to current standard connection fees. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

The red lines on the adjacent map represent existing sewer lines.

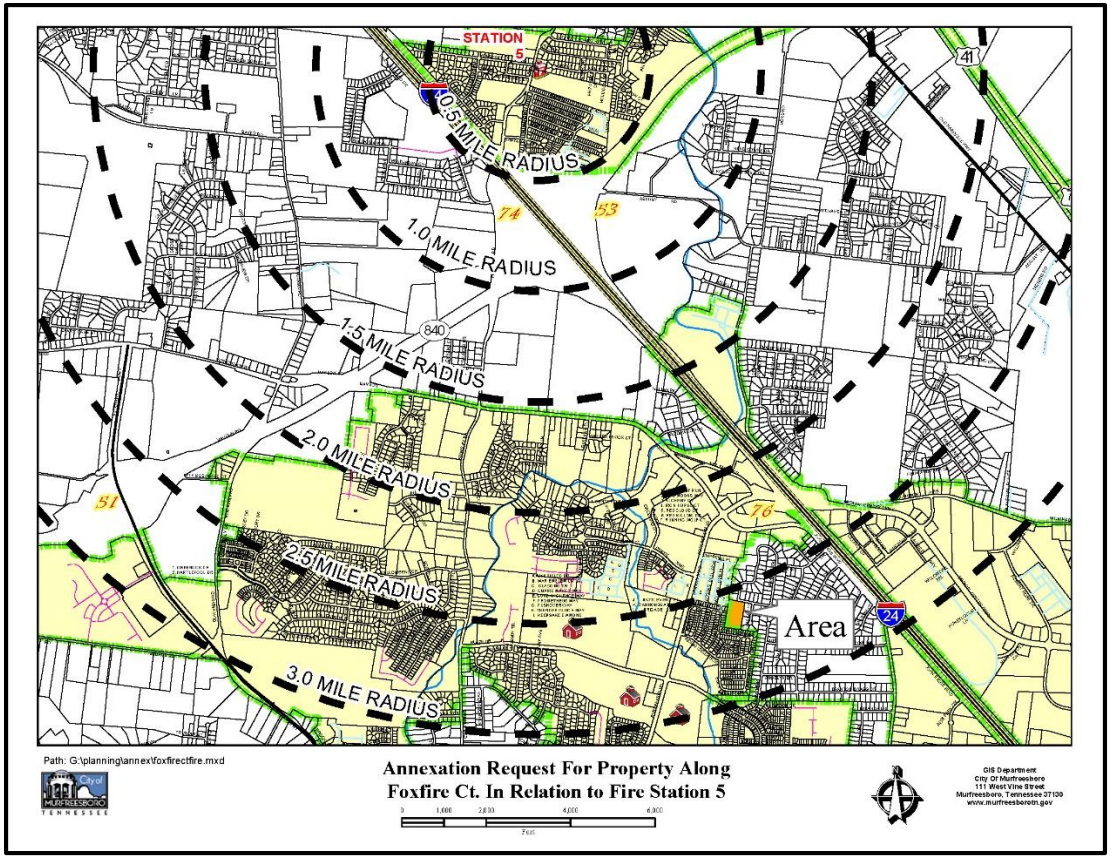


FIRE AND EMERGENCY SERVICE

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

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart. The MFRD recommends that the study area maintain its current connection to Foxfire Court and add a new connection to Maya Drive.

There is a 6-inch Consolidated Utility District water line along Foxfire Court that serves the subject property. The closest fire station to the subject property is Fire Station #9, located at 802 Cason Lane, 2.8 roadway miles from the study area. Additionally, Fire Station #5, located at 3006 Florence Road, is approximately 3.3 roadway miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In the property's current state, the Solid Waste Department will be responsible for providing one cart. This will cost the department $75. The initial day of service will be Friday. No additional equipment or manpower will be needed to serve the study area. Because the Solid Waste Department does not currently serve any portion of Foxfire Court, a connection from the property to Maya Court—a City street—is highly desirable.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected. A preliminary inspection by the Codes Department indicated no code violations.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

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.

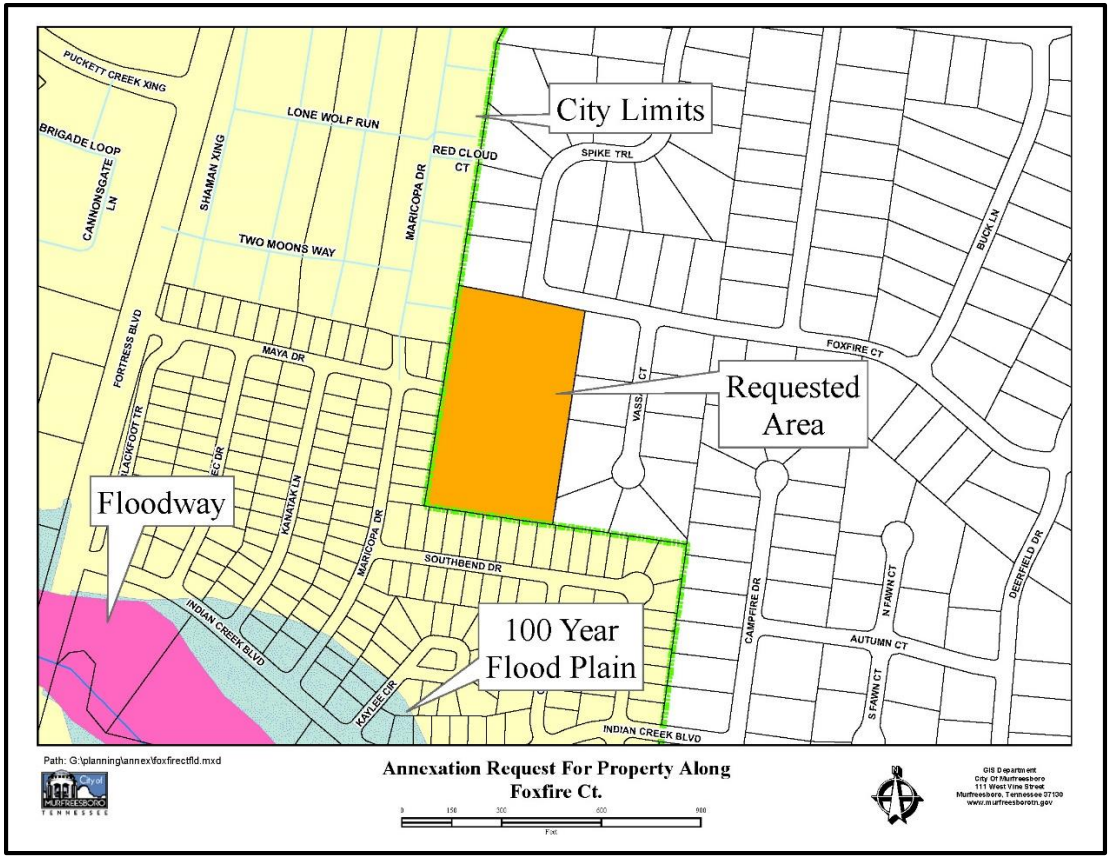
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

Puckett Creek is located approximately 1,000 feet to the south of the study area. The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

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



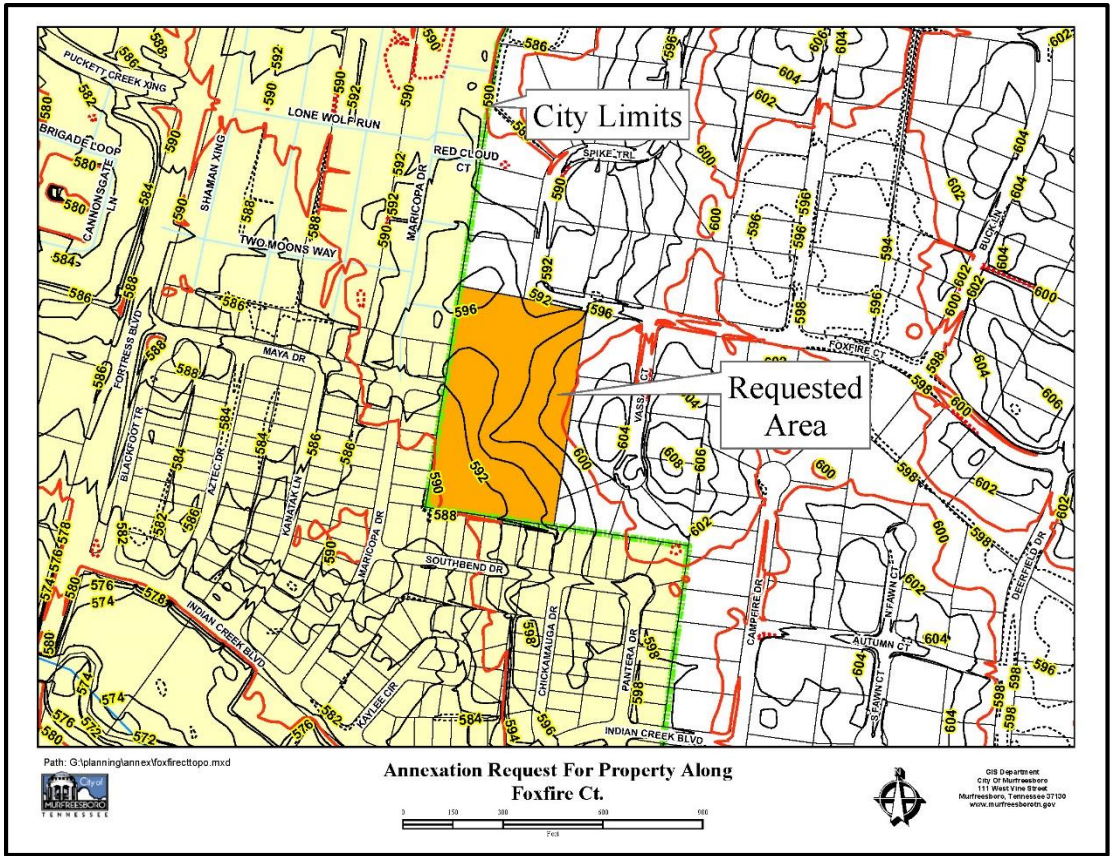
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. City public drainage facilities are located to the west and south of the study area in The Preserve at Indian Creek subdivision. The northern portion of the property drains to the north and ultimately to Overall Creek. The southern portion of the property drains to the west and ultimately to Puckett Creek. No existing public drainage facilities are located within the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed RS-15 zoning, this property has the potential to generate $550 in Stormwater Utility Fees annually upon full development.

New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

RESOLUTION 15-R-A-66 to annex approximately 5.96 acres along Foxfire Court, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Linda Smith, applicant. [2015-507]

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 **15-R-PS-66** on January 7, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 4, 2015 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

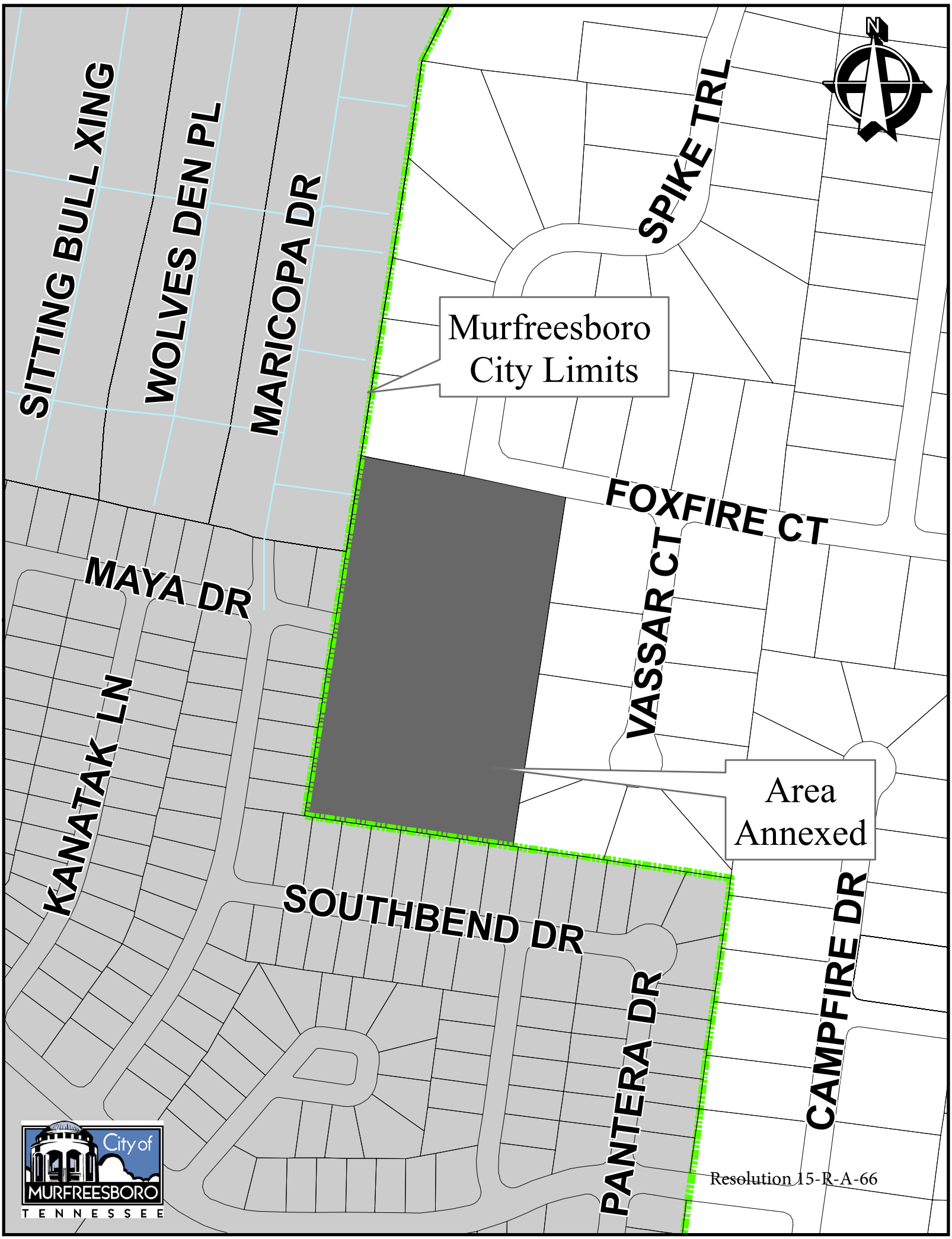
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Resolution 15-R-A-66

ORDINANCE 15-OZ-68 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].

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 modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of revising subdivision layout and lot sizes.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

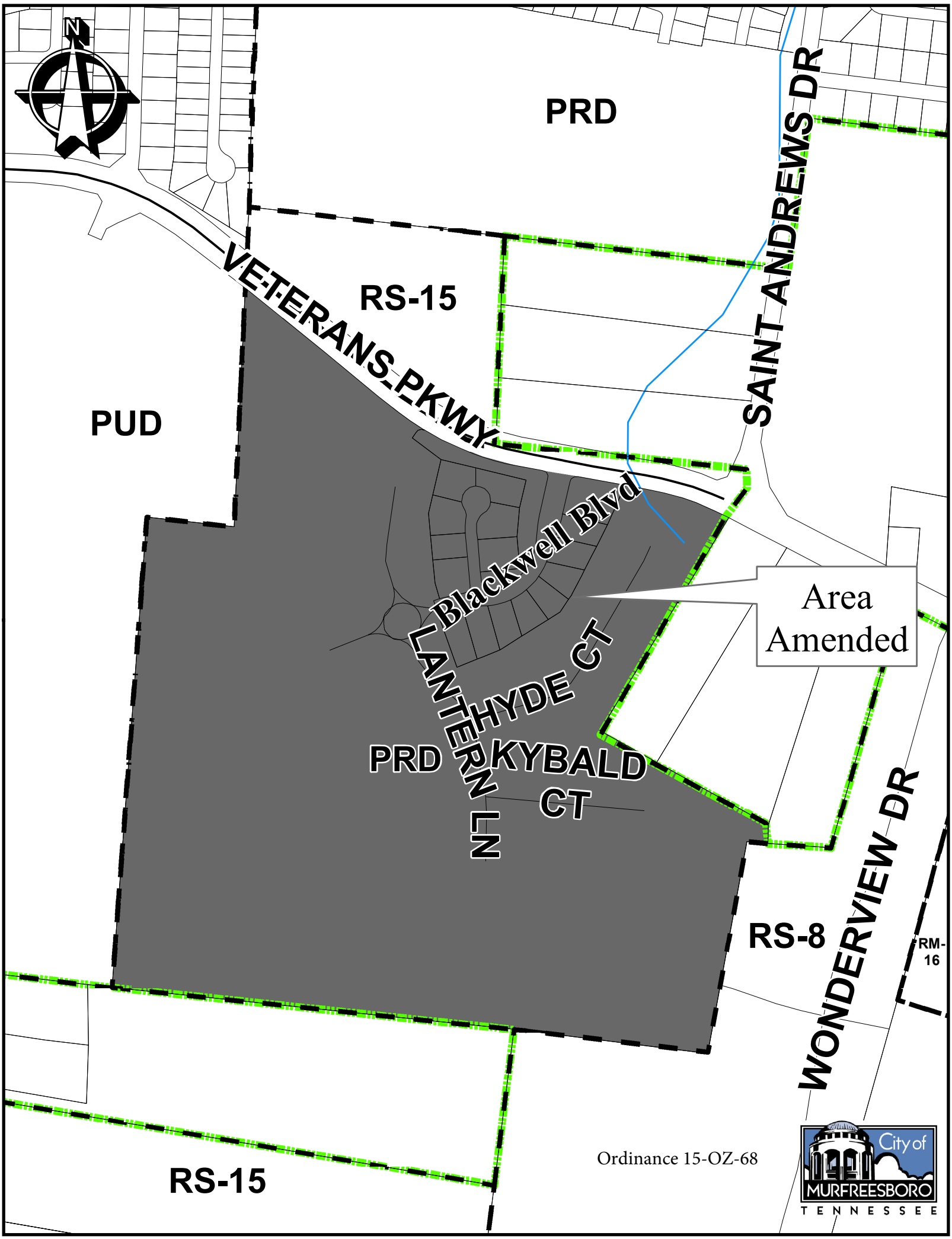
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL


N
PRD
SAINT ANDREWS DR
VETERANS PKWY
RS-15
PUD
Blackwell Blvd
Area Amended
LANTERN LN
HYDE CT
PRD
KYBALD CT
WONDERVIEW DR
RS-8
RM-16
RS-15
Ordinance 15-OZ-68
City of MURFREESBORO TENNESSEE

ORDINANCE 15-OZ-70 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD) as indicated on the attached map; Green Trails, LLC, applicant [2015-430].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of revising the housing type and layout.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

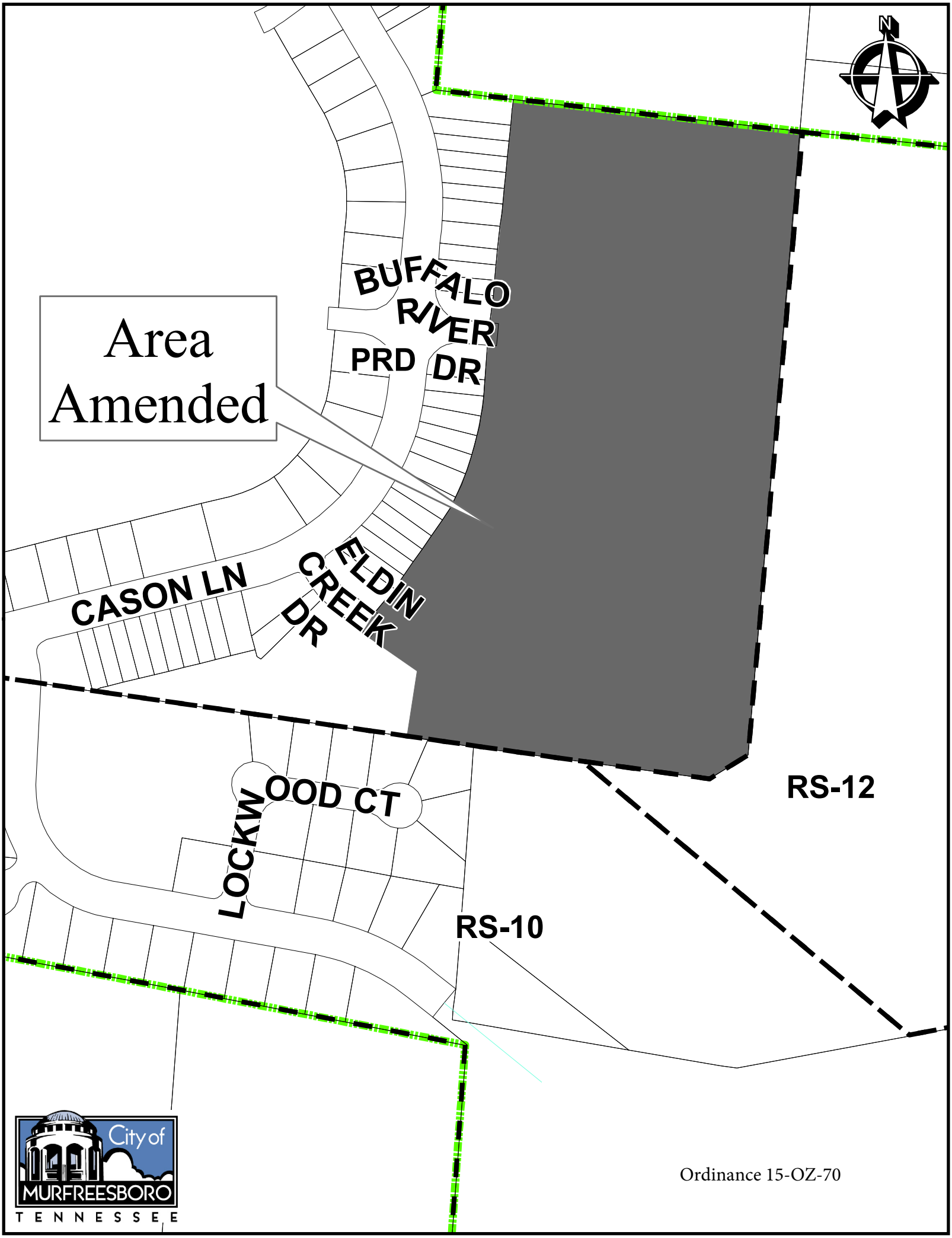
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 15-OZ-70

Murfreesboro City Schools

2552 South Church Street, Suite 100
Murfreesboro, TN 37127-6342
615-893-2313 Fax 615-893-2352
cityschools.net

December 11, 2015

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

RE: FISCAL YEAR 2016 BUDGET AMENDMENTS

Listed below is the background information on the proposed 2015-2016 budget amendments for the City Schools:

Revenue Adjustments:

We anticipate receiving an additional $566,000 in Property Tax and an additional $601,000 in Sales Tax coming into our General Purpose budget for the 2015-2016 school year.

Expenditure Adjustments:

When the Board approved the salary increase for the Director of Schools, that action increased the Director's budget code by $5,134. Our emergency repairs to the HVAC system at Northfield cost $201,610 and increased the budget for Maintenance of Plant.

Fiscal Impact:

The net effect of this amendment is a $960,256 decrease of the use of fund balance for the General Purpose School fund.

Recommendation:

I recommend approval of Resolution 16-R-01 to approve the first budget amendment for the General Purpose School Fund for fiscal year 2016.

Concurrences

This amendment was approved by the Murfreesboro City School Board on September 22, 2015.

Thank you,

Gary Anderson

Gary Anderson
Finance and Administrative Services Director
Murfreesboro City Schools

Exhibit A
Page 1

Account	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
GENERAL PURPOSE SCHOOL FUND			
REVENUES			
CURRENT PROPERTY TAX	10,710,000	11,276,000	$ 566,000
LOCAL OPTION SALES TAX	8,216,000	8,817,000	601,000
INCREASE IN REVENUES			$ 1,167,000
EXPENDITURES			
ADMINISTRATIVE SUPPORT - OFFICE OF DIRECTOR	309,325	314,459	$ 5,134
SUPPORT SERVICES - OPERATION OF PLANT	4,783,279	4,984,889	201,610
INCREASE IN EXPENDITURES			$ 206,744
CHANGE IN USE OF FUND BALANCE (CASH)	$ (4,591,402)	$ (3,631,146)	$ (960,256)

RESOLUTION 16-R-01 amending 2015-2016 budgets for the Murfreesboro City Schools (1st amendment).

WHEREAS, the City Council adopted budgets for the 2015-2016 Murfreesboro City Schools for the general purpose fund, the federal and state program funds, the extended school program fund, the cafeteria fund and the debt service fund by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 15-O-35, on June 18, 2015 and Schools Budget Resolution 15-R-19 on June 18, 2015 to implement the 2015-2016 Schools Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2015-2016 Schools Budget by this Resolution to incorporate expenditure decisions made during the 2015-2016 fiscal year.

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

SECTION 1. The 2015-2016 School Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

Exhibit A
Page 1

Account	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
GENERAL PURPOSE SCHOOL FUND			
REVENUES			
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INCREASE IN EXPENDITURES			$ 206,744
CHANGE IN USE OF FUND BALANCE (CASH)	$ (4,591,402)	$ (3,631,146)	$ (960,256)

MURFREESBORO
TENNESSEE

. . . creating a better quality of life

MURFREESBORO PARKS & RECREATION

January 7, 2016

Honorable Mayor and Members of the City Council:

RE: Amendment to Contract Between the City and MTSU

As an item for the **Regular Agenda**, it is recommended that the City Council consider approval of an amendment to the contract between the City of Murfreesboro, Middle Tennessee State University (MTSU) and the Middle Tennessee State University Foundation (MTSU Foundation) for usage of the Adams Tennis Complex.

Background
The City of Murfreesboro, MTSU and the MTSU Foundation entered into a contract to provide dedicated time and courts for the MTSU Men's and Women's tennis teams to practice and play at the Adams Tennis Complex on July 10, 2014. The times, dates, and number of courts in the contract were requested by MTSU during the development of the contract. Now with six months of operating experience, the MTSU coaches have approached the City requesting that the contract be changed to better align dedicated court numbers and time with their program needs. Attached is an amendment to the contract that details the request sent to the City from MTSU. Also attached is the original contract between the City and MTSU.

Fiscal Impact
Currently, the City is using one court to offer tennis lessons during the 1:00-4:00 p.m. time slot. However, MTSU would like to use that court, along with the other courts it uses. Potential revenue losses could be approximately $600 gross per week, with the City's portion being 30% of the gross.

Concurrences
City and MTSU staff have reviewed the request and feel it meets the original intent of the partnership. A special called meeting of the Tennis Committee is scheduled for January 5, 2016, to consider the proposed changes, and this amendment will be presented to the Parks and Recreation Commission on January 6, 2016, as well.

Recommendation
It is the recommendation of City and MTSU staff that this amendment be approved, and that the Mayor be authorized to sign all necessary documents pending the review and approval of the Legal Department.

Attachment
Amendment to Contract Between the City and MTSU Foundation and MTSU
Agreement Between the City and MTSU Foundation and MTSU

Murfreesboro Parks and Recreation Department
697 Veterans Parkway * P.O. Box 748 * Murfreesboro, Tennessee 37133-0748
Phone 615 890 5333 * Fax 615 904 6507 * TDD 615 849 2689 * www.murfreesborotn.gov

Respectfully Submitted,

Lanny Goodwin, CPRP
Director

DRAFT FOR DISCUSSION ONLY

AMENDMENT #1
TO
AGREEMENT BETWEEN
THE CITY OF MURFREESBORO,
MIDDLE TENNESSEE STATE UNIVERSITY FOUNDATION
AND
MIDDLE TENNESSEE STATE UNIVERSITY
FOR
CONSTRUCTION AND USE OF AN INDOOR TENNIS FACILITY
AT OLD FORT PARK

WHEREAS, the City of Murfreesboro, Middle Tennessee State University Foundation, and Middle Tennessee State University entered into an Agreement for Construction and Use of an Indoor Tennis Facility at Old Fort Park on July 10, 2014;

WHEREAS, the original agreement gave MTSU priority use rights for six (6) courts at the indoor facility between 1:00 p.m. and 4:00p.m., Monday through Saturday, between October 1 and December 20 and between January 5 and March 31 of each year;

WHEREAS, MTSU is in need of two additional courts during the time frame set forth above;

WHEREAS, City has agreed to provide MTSU priority use rights for two (2) additional courts at the indoor facility between 1:00 p.m. and 4:00 p.m., Monday through Saturday, between October 1 and December 20 and between January 5 and March 31 of each year;

NOW THEREFORE, this Agreement is hereby amended by deleting clause III (1)(a), in its entirety and substituting instead the following language:

1. <u>Foundation and MTSU Priority Use Rights and Obligations.</u>

    a. MTSU shall have priority use rights for eight (8) courts at the facility between 1:00 p.m. and 4:00 p.m., Monday through Saturday, from the 1st day of academic school year at MTSU until December 20th and between January 5th until the completion of the conference tournament.
        i. MTSU shall have the option for one of the MTSU Tennis teams to use four (4) courts in the facility during the morning hours prior to 9:00 a.m., (Monday through Friday) from the 1st day of school at MTSU until December 20th. Any early morning use of the facility must be scheduled with MPRD staff to ensure access to the facility prior to normal operating hours. Use of the facility by MTSU during the early morning hours Monday through Friday will grant Adams Tennis Complex more flexibility in the afternoon from 1:00 p.m. to 4:00 p.m. The other MTSU Tennis team shall continue to have priority use for four (4) courts from 1:00 p.m. to 4:00 p.m. as set forth above.
        ii. In the event that one or both of the MTSU Tennis teams or individual MTSU players advance to the NCAA postseason, MTSU shall have use of four (4) indoor courts per program in the case of inclement weather until the completion of the NCAA postseason.

iii. MTSU shall have the right to schedule up to ten (10) hours of additional time per week to accommodate players with class conflicts, individual work, or exams, outside of the current agreement during open court hours subject to court availability.

This Amendment is hereby effective this the _____ day of _____ 20____.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written.

ATTEST:

By: _____
Melissa Wright, City Recorder

CITY OF MURFREESBORO

By: _____
Mayor Shane McFarland

Approved as to form:

By: _____
David A. Ives, City Attorney

MIDDLE TENNESSEE STATE UNIVERSITY FOUNDATION

By: _____

By:_____

MIDDLE TENNESSEE STATE UNIVERSITY

By: _____
University Attorney

By:_____
Dr. Sidney McPhee, President

AGREEMENT BETWEEN
THE CITY OF MURFREESBORO,
MIDDLE TENNESSEE STATE UNIVERSITY FOUNDATION
AND
MIDDLE TENNESSEE STATE UNIVERSITY
FOR
CONSTRUCTION AND USE OF AN INDOOR TENNIS FACILITY
AT OLD FORT PARK

THIS AGREEMENT is made and entered into by and between the City of Murfreesboro, Tennessee ("City"), and Middle Tennessee State University Foundation ("Foundation") and Middle Tennessee State University ("MTSU") on this 10 day of JULY, 2014.

WITNESSETH

WHEREAS, Foundation desires to cooperate with the City in the construction of an indoor tennis court facility ("facility") by raising gift funds necessary to build the facility; and,

WHEREAS, Foundation has need of an indoor tennis facility for the benefit of MTSU's varsity tennis program, including tournaments and MTSU Athletic Department fundraisers, banquets, and social events; and,

WHEREAS, the City desires to offer to its citizens and the Foundation and MTSU an indoor tennis facility as a part of the tennis programs offered through the Murfreesboro Parks and Recreation Department; and,

WHEREAS, the City agrees to provide the site for construction of such a facility, and to construct, operate, manage, and maintain the facilities for the Foundation, MTSU and the citizens of Murfreesboro; and,

WHEREAS, in consideration of the Foundation raising gift funds to be used in the construction of the facility, the City will grant the Foundation naming rights for the facility and its component parts; and,

WHEREAS, the City will grant MTSU priority time in use of the facility to conduct games/matches and practice for the MTSU tennis team(s), and will provide space for rainouts, tryouts, banquets, tournaments, fundraisers, and social events; and

WHEREAS, the City has twenty-four (24) outdoor courts adjacent to the proposed facility that may be used by the Foundation and/or MTSU for special events and tournaments with the permission of the City; and,

WHEREAS, the City agrees to work jointly with the Foundation and MTSU on the design and construction of the facility to ensure that the needs of all parties are met; and,

WHEREAS, this Agreement does not restrict the authority of either party from the scheduling, development or future growth of their respective tennis programs, but does require the parties to work together on a regular basis to ensure the maximum usage of the facility; and,

WHEREAS, it is the desire and intent of the parties to position the City to be a tennis destination for local, regional and national competitions in order to create positive economic impacts for Murfreesboro.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the City, Foundation and MTSU agree as follows:

I. FUNDING, DESIGN AND CONSTRUCTION OF THE FACILITY

1. Foundation's Obligations; MTSU's Obligations.

   a. It is the understanding and intent of the parties that MTSU shall not be required or expected to provide any MTSU or State of Tennessee funds for the facility or for project costs.
   b. It is the understanding and intent of the parties that the Foundation is raising gift funds for the project through payments and donor pledges with the objective of raising gift funds to help fund project costs. Project costs include but are not limited to costs for construction permits; surveying; architectural design; insurance during construction; removal of the existing Agricultural Center building; site development and construction of the facility; construction of parking, outdoor lighting and required landscaping; acquisition and installation of furniture, fixtures and equipment; and, design, construction and installation of signage. It is estimated that project costs will be approximately $5.4 million dollars.
   c. The Foundation shall not be responsible for, or required to pay for, project costs beyond its actual gift funds raised and received as of December 31, 2022. An Initial Payment shall be made of all gift funds for the facility actually received by the Foundation within thirty (30) days from the execution of this Agreement in an amount of not less than $1,500,000; the Foundation has an additional $200,000 in pledges. Interim Payments shall be made at least quarterly by Foundation to City as funds are received by Foundation. Foundation shall provide City with progress reports on its fundraising, identifying the amounts received and pledged for the facility and on any pledges deemed uncollectable at least quarterly until final completion of the facility and at least annually thereafter.
   d. Foundation's goal is to raise $1,700,000; provided however, any gift funds in excess of $1,700,000 specifically received for project costs by Foundation will be paid to City.
   e. Foundation and MTSU shall have the right to determine the name of the facility and its component parts.
   f. MTSU will work jointly with the City on the design of a facility to achieve, at least, the Minimum Requirements specified on Exhibit A; MTSU shall designate a person(s) to work with the City on the planning, architectural selection and design process.

2. City's Obligations.

   a. The City will provide the land for and be the sole owner of the facility.
   b. The City will establish an account for the gift funds provided by Foundation to construct the facility. All such gift funds provided by Foundation shall be placed into such account and the City will make draws on the account for project costs. The City shall provide Foundation an accounting of the funds expended from the account periodically and shall provide Foundation with copies of statements and letters given to the City Council for approval of payments regarding the facility.
   c. The City shall administer all costs associated with construction including design, site development and the securing of utilities.
   d. City will be responsible for all project costs not funded by gift funds received by Foundation specifically for the facility or project costs.
   e. The City will execute all documents necessary for the design, construction, and operations of the facility.
   f. The City, through the Parks and Recreation Director and/or designee, shall work with MTSU on the planning, architectural selection and design of a facility to achieve, at least, the Minimum Requirements specified on Exhibit A. The facility will be designed in accordance with the design standards set by the United States Tennis Association. The City will adhere to all City, State, and national development standards and will pursue any variances from otherwise applicable City standards

required for the approved design. The facility will be designed to be compatible with existing facilities at Old Fort Park. The City shall have final approval over design and construction.

g. The City shall hold regular progress meetings regarding the construction of the facility, and the Foundation and MTSU shall have the right to attend such progress meetings. The City will provide Foundation and MTSU with copies of all construction documents.

h. Approval by the City, the Foundation and MTSU shall be required prior to the City's entering into any contract amendments or change orders for the construction of the facility that would involve any change to the Minimum Requirements specified in Exhibit A or require an extension of the construction timeline. It is understood by the parties that during a construction project various field directives or change orders may be necessary. The City will make reasonable efforts to notify Foundation and MTSU prior to such changes, but if the change must be done prior to notification to avoid delay or increased costs, the City may move forward with the change.

II. MANAGEMENT, OPERATION & MAINTENANCE OF THE FACILITY

1. Foundation and MTSU's Obligations.

a. The Foundation and MTSU shall not post any signs or advertisements on the facility without prior approval of the City and the Parks and Recreation Department, which shall not be unreasonably withheld. All signs and advertisements must conform to City's sign ordinance.

b. If the City determines that additional staff, beyond the normal level of City staff, is needed for an event conducted by the Foundation or MTSU to ensure the safe operation of the event, the Foundation or MTSU will be responsible for the selection and cost of such additional staff.

c. The Foundation and MTSU shall make a reasonable effort to police (clean up debris, trash and litter) around the facility prior to and following their usage in order to minimize the potential of accidents and so that the area is in a clean and orderly state.

d. The Foundation and MTSU shall comply with all City ordinances and rules relative to alcohol use at a City facility.

2. City's Obligations.

a. Upon completion and acceptance of construction, City shall assume the responsibility and costs of operation, maintenance, management and scheduling use of the facility, including but not limited to the maintenance of the restrooms, dressing rooms, courts, parking lot, outdoor lighting, and landscaping.

b. The City shall establish fees and charges for court rental, classes, lessons, tournaments, concession products and equipment rental and shall have sole responsibility to operate all concessions at the facility. Alternate agreements between the City and the Foundation or between the City and MTSU shall be considered on a case-by-case basis. Such an agreement could authorize that fees and charges for a specific event (e.g. entrance fees for a tournament) be allocated differently or could authorize that concessions be provided by a mobile, non-City vendor in compliance with other City ordinances and regulations.

c. The City shall operate and receive all revenues for the operations of the facility including but not limited to the court rental, instruction, concessions and pro shop sales absent a specific agreement as provided in section II(2)(b) above.

d. The City shall pay for all utility services (water, sewer, gas, telephone and electricity) and for all trash and refuse removal.

III. SCHEDULING USE OF THE FACILITY

1. Foundation and MTSU Priority Use Rights and Obligations.

   a. MTSU shall have priority use rights for six (6) courts at the facility between 1:00p.m. and 4:00p.m., Monday through Saturday, between October 1 and December 20 and between January 5 and March 31 of each year. MTSU shall also have priority use rights for four (4) courts at the facility between 1:00p.m. and 4:00p.m., Monday through Saturday, between April 1 and the conclusion of the conference tournament each year. If MTSU is able to practice or play outdoors and will not need to exercise this priority use right at any time specified, MTSU shall notify City as soon as possible by such method(s) as shall be agreed upon by MTSU and City.
   b. MTSU shall also have priority use rights for all courts at the facility for Men's and Women's Tennis Team's Competitions (including district, regional and national championships but not to special invitational tournaments) on the Team's yearly schedule, provided said schedule is provided to City by August 1 of the preceding year.
   c. The Foundation and MTSU shall have priority use rights for all courts of the facility for the second Saturday of September of each year for the annual MTSU Pro-Am Competition. If such priority use right is not required because the weather permits outdoor play, Foundation and MTSU shall so notify the City.
   d. The Foundation and MTSU shall have priority use rights for the conference/meeting room during any MTSU event or match.
   e. The Foundation and MTSU shall not pay fees to the City for priority use of the facility during the specified time shown in III., 1., a.
   g. The Foundation and MTSU shall have the right to present the facility as MTSU's home court and display championship banners and university logo on the interior and exterior of the facility, subject to prior approval of the City.

2. City's Obligations.

   a. Upon completion of construction, City shall recognize and honor MTSU's priority usage of the facility during MTSU's tennis season as specified in Section III.1. above. Priority usage for MTSU shall apply to all district, regional and national championship competition play but not to special invitational tournaments. This priority shall not extend to the 24 existing outdoor tennis courts located in Old Fort Park. It is understood by MTSU and the City that Rutherford County Schools have priority use for the outdoor tennis courts pursuant to a separate agreement with City.
   b. The City will control scheduling of the facility through the Murfreesboro Parks and Recreation Department at all times other than as specified in III. 1. At these times, use of the facility by MTSU shall be scheduled on the same basis as requests by other users of the facility.
   c. MTSU shall not have priority use of the facility during TSSAA's State Championship if it is held in Murfreesboro. The City reserves the right to have priority use for the TSSAA State Championship if it is held in Murfreesboro during the time otherwise reserved for MTSU under in III. 1.

IV. GENERAL PROVISIONS

1. Term. The term of this Agreement shall be for a period of twenty (20) years, beginning on the 10 day of July, 2014. Foundation and MTSU shall have an option to renew for two (2) additional ten (10) year periods.

2. Liability and Claims. Nothing in the performance of this Agreement shall impose any liability for claims against the City, its officers, agents and employees other than claims for which liability may be imposed by the Governmental Tort Liability Act.

Any and all claims against MTSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against MTSU shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

No party to this Agreement shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Nothing in this Agreement shall be construed as creating an obligation to indemnify any party against that party's own negligence.

The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

3. Insurance. The City shall obtain builder's risk and other appropriate insurance during development and construction of the facility. The City shall insure the facility after completion and acceptance on the same basis as other City properties are insured. If the facility is totally destroyed, the City has no obligation to rebuild. If the City elects not to rebuild, Foundation shall receive from insurance proceeds received by City an amount up to but not more than the amount Foundation contributed to the project cost of the facility. The City shall keep all insurance proceeds if the City does rebuild the facility even if the same number of tennis courts is not used in the rebuilt design. This Agreement shall remain in place if the facility is destroyed and rebuilt. This Agreement shall terminate if the facility is destroyed and not rebuilt, except for City's obligation to make payment to Foundation of insurance proceeds as provided herein. The Foundation and MTSU shall have no claim against City for loss of use of the facility if the facility is destroyed or damaged.

4. No Third Party Beneficiaries. This Agreement is intended solely for the mutual benefit of the parties hereto and there is no intention, express or otherwise, to create any rights or interests for any party or person other than for the City, the Foundation and MTSU.

5. No Assignment. This Agreement may not be transferred or assigned.

6. Conflict of Interest. The City represents that no compensation or consideration has been nor shall be paid directly or indirectly to any officer or employee of the Foundation, MTSU or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to City in connection with this Agreement.

   The Foundation and MTSU represent that no compensation or consideration has been nor shall be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to City in connection with this Agreement.

7. Non-discrimination. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or veteran status. Such action includes, but is not limited to the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8. Amendment. This Agreement constitutes the entire agreement between the parties and may be modified only by written amendment executed by all parties.

9. Audit. The City shall maintain documentation for all charges against the gift account established under this Agreement. The books, records and documents of the City, insofar as they relate to the gift account and the facility, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by Foundation or the Tennessee Comptroller of the Treasury or their duly appointed representatives.

10. Illegal Immigrants. By entering into this Agreement, City is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any contractor or subcontractor that does so in the delivery of the services to be provided under this Agreement. If City is discovered to have breached this attestation, it shall be prohibited from supplying goods/services or submitting a bid to any TBR institution or other State entity for a period of one (1) year from the date of discovery of the breach. City may appeal the one (1) year by utilizing an appeals process in the Tennessee Rules of Finance and Administration, 0620.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee. Venue for any action shall be in the courts for Rutherford County, Tennessee except as provided in Section IV, 2.

12. Termination. No party to this Agreement has the right to unilaterally change the terms of the Agreement, or to terminate it, unless another party has materially breached its provisions and failed or refused to correct said breach for sixty (60) days or more after having received written notice of the breach and the intent to modify or terminate the Agreement.

13. Notices. All notices required under the terms of this Agreement shall be hand-delivered to:

City: Robert J. Lyons
City Manager
City of Murfreesboro
111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133

Copy: Susan Emery McGannon
City Attorney
City of Murfreesboro
111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133

Copy: Lanny Goodwin
Director, Murfreesboro Parks and Recreation
P.O. Box 748
Murfreesboro, TN 37133

Foundation: Joe Bales
VP for University Advancement
1301 East Main Street
Wood-Stegall Building
Murfreesboro, TN 37132

Copy: Contracts Office
114 Cope Administration Bldg.
1301 East Main Street
Murfreesboro, TN 37132

Middle Tennessee State University:

_____

_____

_____

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written.

ATTEST:

By: _____
Melissa Wright, City Recorder

CITY OF MURFREESBORO

By: _____
Mayor Shane McFarland

Approved as to form:

By: _____
Susan Emery McGannon, City Attorney

MIDDLE TENNESSEE STATE UNIVERSITY FOUNDATION

By: _____

By: _____

MIDDLE TENNESSEE STATE UNIVERSITY

By: _____
University Attorney

By: _____
Dr. Sidney McPhee, President

EXHIBIT A – Minimum Requirements for the Tennis Facility

1. Minimum of 6 indoor courts.
2. Electronic Scoreboard displayed in the facility for 6 courts for competition.
3. Meet the minimum NCAA lighting requirements for hosting post-season tournaments.
4. Meet the minimum NCAA court dimensions between courts and distances between baseline and back curtain.
5. Provide storage closet for exclusive use by MTSU Tennis. Details regarding the closet will be determined at the time plans are being drawn.
6. Men's and Women's locker rooms that include showers.
7. Reception/ticket area designed with controlled access for ticket sales.
8. Minimum of Spectator seating for 100.
9. Trainer's room with a minimum of two standard training room tables.
10. Other necessary and customary features.

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

January 4, 2016

Honorable Mayor and Members of City Council:

RE: Proposed Acquisition of Franklin Synergy

As an item for the agenda of January 6, 2016, it is requested that City Council consider the acquisition of 1 East College Street from Franklin Synergy Bank for $1.55 million. It is the former First United Methodist Church at the corner of College and Church Street and extending to College at Lytle Street.

Overview of Property

Franklin Synergy acquired the property from the Church in 2003. The property has three main components: the former sanctuary, the former classrooms and gymnasium and an out-building that was the former location of a realty and auction company that was later acquired by Mid-South Bank, now Franklin Synergy.

The bank converted the gymnasium to a bank lobby and used the building's classrooms as offices. The bank originally hoped to convert the sanctuary to the main bank lobby, however, that never materialized. The former auction building houses the bank's mortgage division.

The site totals 1.87 acres. The City's adjacent parking lot is 1 acre.

Analysis

The objective of this project is to secure a development opportunity that has the potential to significantly enhance our downtown. There is a desire for a mixed use project that might include retail, residential and office space. The City's role in acquiring the bank's property is recommended for the following primary reasons:

Assembling the bank property and City parking lot is a must

The City is uniquely positioned because it owns a 0.6 acre, 60-space parking lot, adjacent to the bank property. If the bank property is acquired, the City will own the entire block. It would provide necessary certainty to potential developers of their ability to assemble the entire property. As a result, we believe the bank's property is significantly more valuable and is more likely to attract a potential buyer/developer more quickly, with the addition of the City's parking lot.

City Control of Future Development

Additionally, involvement with this project will assure that the City has significant input into what develops on this important Downtown block. Like the Gateway, the City would have the ability to only entertain offers that are consistent with its goals and objectives.

Administration Department
111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

Through a subsequent contract with a developer, the City could place requirements on the use of the site, performance and schedule and negotiated incentives. In addition, as proposed, the City will be diligent in its efforts to ensure that the developer has the financial capacity to fulfill its vision for the site.

Continue the energy on Lytle Street
The project can capitalize on the energy of Lytle Street. Plans are for Lytle Street to be a second connection from MTSU to Downtown. The City is presently constructing a new roundabout, which will serve as Downtown's new front door. The City will also re-build Lytle Street that will include pedestrian and parking improvements. Lastly, Rutherford County is constructing a new 366 space parking garage and a $73 million new judicial complex. The subject property is the next block to the east.

Historic elements of Church has best chance of being preserved
The First Methodist Church was constructed in the 1880s and remained there until 2003. The sanctuary is not listed on the National Register of Historic Places nor located in the City's historic district. There are no regulations, ordinances or programs that would prevent the demolition of the building or mandate a special approval process. A redevelopment of the site would likely involve demolition of all of the bank's buildings. There are practical challenges since the sanctuary has a sloped concrete floor and is a major impediment to adaptively reusing it. The bell tower may be the historic element easiest to incorporate into a redevelopment.

The City's use of incentives and/or pricing of the property could help a developer to be creative enabling an adaptation of the bell tower or portion of the church building.

Consistent with Murfreesboro 2035
The Murfreesboro 2035 comprehensive plan prominently features our historic downtown. It forecasts a number of development types in the downtown core, including: mixed uses, residential above commercial or office, live/work units, office, entertainment, parking structures and more. Chapter Seven recommends investment in downtown to realize its full potential.

Proposed Real Estate Purchase and Sale Agreement
Attached is the proposed Real Estate Purchase and Sale Agreement. At the time of agenda publication, the bank is still reviewing the contract.

Franklin Synergy desires to lease the property back from the City while it constructs a new bank building in the Gateway. The Gateway construction is expected to be completed in late 2016, so the bank wishes to remain in these buildings until completion. During this time, the bank will pay the City rent in the amount of $5/square foot, triple net lease for the 12,000 sf bank building and $8/square foot for the 6,259 sf mortgage building. The total rent paid to the City is expected to be about $9,100/month. Franklin Synergy will be solely responsible for all maintenance, repair and costs associated with the building.

A lease between Franklin Synergy and the City will need to be developed and approved by City Council at a future Council meeting.

Financial

Appraisal

In 2015, Franklin Synergy had the property appraised. The main building appraised for $1,050,000 and the realty building appraised for $640,000 for a grand total of $1,690,000.

The Rutherford County Property Assessor has the property at 1 East Main Street valued at $1,807,200 and the realty building at $417,400 for a grand total of $2,224,600.

Property Taxes

In 2015, the bank paid $10,737 in City property taxes and $22,128 in County property taxes.

Franklin Synergy 2015 Property Taxes					
			2015 City	**2015 County**	
Location	**Description**	**Valuation**	**Property Tax**	**Property Tax**	**Total**
1 East Main	Sanctuary/Classes	$ 1,807,200	$ 8,722	$ 17,976	$ 26,698
	Realty/Mortgage	$ 417,400	$ 2,015	$ 4,152	$ 6,167
Total			$ 10,737	$ 22,128	$ 32,865

Funding of the Acquisition

The proposed acquisition price is $1.5 million. I am recommending that project be funded from fund balance. The City regularly generates a budget surplus that adds to fund balance at the end of a fiscal year (Actual revenues exceed actual expenditures).

Future Development of Site

The City and Chamber of Commerce will market the property to the development community. Middle Tennessee is experiencing a period of significant growth. Murfreesboro and downtown Murfreesboro are sharing in those successes.

City Incentives

The City has initiated a study on Tax Increment Financing (TIF). The inclusion of this property, and possibly other land along Lytle Street, in a TIF District should be decided shortly after the City acquires the property. This can provide the spark to land a project and realize a redevelopment of the site.

Attached is a brief overview of Tax Increment Financing from the Murfreesboro 2035 comprehensive plan.

Future Sale of City property - Approval Process

It is envisioned that the Mayor and Council will appoint a task force to review potential offers to acquire and develop the site.

Recommendation
It is recommended that City Council discuss the proposed acquisition. If acquired, the City will need to re-subdivide the property into one parcel, finalize its incentive package and market the property.

Robert J. Lyons
City Manager

C: Craig Tindall
David Ives
Paul Latture
Brian Hercules
Kathleen Hertzog
Jennifer Moody
Jim Crumley

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of January __, 2016 and is made by and between **FRANKLIN SYNERGY BANK,** a _____ ("Seller") and **CITY OF MURFREESBORO, TENNESSEE,** a municipal corporation ("Buyer").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS of the parties hereto it is agreed as follows:

1. **Purchase of Property**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property identified in **Exhibit A** attached hereto and incorporated herein by reference (the "Real Property"), along with all office buildings (the "Building") and any other improvements located thereon and all rights, easements, rights-of-way or other appurtenances related thereto (collectively, the "Property").

2. **Purchase Price; Earnest Money**. The purchase price for the Property is ONE MILLION FIVE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($1,550,000.00) ("Purchase Price"), subject to customary closing adjustments and prorations. Within seven (7) business days after full execution of this Agreement, Buyer shall deposit in escrow TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) (the "Earnest Money") with Stewart Title, Rick Mansfield, Agent, 110 S. Maple Street, Murfreesboro TN 37130 (the "Escrow Agent" or "Title Company"). The term Earnest Money, as used in this Agreement, includes all interest earned, if any, on funds deposited by Buyer under this Agreement. The Earnest Money shall be held in accordance with Section 12 hereof. Any interest earned on the Earnest Money shall become part of the Earnest Money and shall be applied to the Purchase Price at Closing except as otherwise provided in this Agreement.

3. **Title Commitment**. Seller has provided Buyer with a title commitment ("Title Commitment") from Title Company naming Buyer as the proposed insured in the amount of the Purchase Price. Any endorsements, mortgage policies or similar additions to the basic title policy shall be obtained by Buyer at Buyer's sole expense. At Closing, Seller shall request the Title Company to issue to Buyer an ALTA Standard Coverage Owner's Form of title insurance policy (or such other comparable form of title insurance policy as is available in the jurisdiction in which the Property is located) (the "Owner's Title Policy"), in the amount of the Purchase Price, insuring that title to the Real Property is vested in Buyer subject only to the Permitted Exceptions.

4. **Seller Deliverables**. Buyer acknowledges receipt of the following from Seller: (i) a copy of the most recent boundary survey of the Real Property in Seller's possession, (ii) a copy of any owner's title insurance policy insuring Seller's ownership interest in the Property, and (iii) a copy of any environmental phase one reports and property condition reports in Seller's possession (all such items identified in (i), (ii) or (iii) are hereinafter referred to as the "Due Diligence Materials").

Buyer assumes responsibility to obtain at its cost and expense any new reports or analyses required to complete its due diligence, including, without limitation, surveys, engineering reports, environmental assessments, and others.

5. **<u>Due Diligence Review</u>**.

5.A. Buyer is in the process of obtaining an ALTA Survey and an "all appropriate inquiry" environmental review. Buyer shall have until the Closing to notify Seller in writing of any material unacceptable matters relating solely to (i) title (including, without limitation, ALTA Survey issues) to the Property (except Permitted Exceptions) or (ii) the environmental condition of the Property as revealed by any environmental study commissioned by Buyer. If such matters are not resolved to the parties' mutual satisfaction within five (5) calendar days after such written notice, Buyer and Seller shall each have the option to terminate this Agreement. If this Agreement is terminated pursuant to the prior sentence on or before the fifth day after the date of such written notice, Buyer shall be entitled to receive a refund of the Earnest Money, including earned interest, and each party shall have no further liability to the other. If Buyer has not terminated this Agreement pursuant to Section 5 herein on or before the expiration of the fifth day after the date of such written notice, the Earnest Money shall become non-refundable to Buyer and shall be paid to Seller if the transaction contemplated by this Agreement does not close for any reason other than a default by Seller. For purposes of this Agreement, the term "Permitted Exceptions" shall mean taxes not yet due and payable; easements for the installation or maintenance of public utilities serving the Property shown on the Title Commitment; building restrictions of record, declarations of record, and zoning regulations adopted by any municipal or other public authority having jurisdiction relating to the Property; other minor defects or encumbrances which do not materially impair the usefulness of the Property as currently used and occupied; and such other matters not objected to in writing by Buyer as provided in this Agreement.

5.B. In the event Seller is made a party to any litigation in connection with any injury to persons or damage to property caused by or resulting from the negligent acts or omissions of Buyer or its agents, contractors or employees while on the Property for the purpose of completing due diligence under this Section 5, then in such event Buyer shall be obligated to reimburse Seller for any and all costs incurred (including, without limitation, any reasonable attorneys' fees and legal costs or judgments for damages) in connection with such litigation. The terms of this Section 5.B. shall survive Closing and constitute a binding covenant between the parties.

6. **<u>Closing</u>.** Unless extended for up to five days by reason of a written notice of a material unacceptable matter relating solely to (i) title (including, without limitation, ALTA Survey issues) to the Property (except Permitted Exceptions) or (ii) the environmental condition of the Property as revealed by any environmental study commissioned by Buyer, the closing of the transaction contemplated hereunder (the "Closing") shall occur on February 15, 2016 (the "Closing Date") (too early?). If this transaction has not closed by the Closing Date, as same may have been extended pursuant to the preceding sentence, Seller shall have the right to terminate this Agreement without further liability to Buyer and the Earnest

Money shall be paid by Escrow Agent to Seller. The Closing shall be consummated through an escrow administered by Escrow Agent at such time and place as the parties may agree.

7. **Deliverables at Closing**. At the Closing, Seller shall deliver to Buyer (i) an executed general warranty deed conveying the Property to Buyer, which will include the legal description as the Property was deeded to the Seller, and if Buyer desires the utilization of any other or different legal description, Seller will execute a Quitclaim Deed including any such legal description, (ii) a settlement statement in form and substance acceptable to Seller and Buyer, (iii) a certificate of non-foreign status, dated as of the Closing Date, executed by a duly authorized officer of Seller, in form and substance required under the Treasury Regulations pursuant to Section 1445 of the Internal Revenue Code; and (iv) a customary and standard owner's affidavit to the Title Company subject to such changes as are deemed necessary by Seller. At the Closing, Buyer shall execute and deliver to Seller a settlement statement.

Seller will deliver a copy of the proposed General Warranty Deed to Buyer on or before February 1, 2016.

8. **Payment of Purchase Price**. At the Closing, Buyer shall instruct the Escrow Agent to deliver the Earnest Money to Seller by wire transfer and shall deliver to Seller the remainder of the Purchase Price by wire transfer.

9. **Payments at Closing**. At the Closing, Seller shall pay the following costs and expenses: (a) one-half of any fees or costs due to Escrow Agent for its services, (b) any transfer taxes due on the recording of Seller's deed, and (c) the title premium on the Owner's Title Policy in the insured amount of the Purchase Price (excluding the cost of any endorsements thereto requested by Buyer). At the Closing, Buyer shall pay the following costs and expenses: (i) one-half of any fees or costs due to Escrow Agent for its services, and (ii) the title premium on any lender's title policy and any endorsements to Buyer's Owner's Title Policy. In connection with the transaction contemplated by this Agreement, Buyer shall be responsible to pay for the following costs and expenses: (i) the cost of any boundary survey obtained by Buyer, (ii) the cost of all due diligence performed by Buyer including any third party environmental reports, and (iii) Buyer's own attorneys' fees.

10. **Prorations**. Seller shall pay all expenses and be responsible for all liabilities incurred in connection with the Property during the period Seller owned the Property, and Seller shall be entitled to all benefits from the Property during such period. Buyer shall pay all expenses and be responsible for all liabilities incurred in connection with the Property during the period Buyer owns the Property, and Buyer shall be entitled to all benefits from the Property during such period. Where appropriate, costs and benefits associated with the Property including real property taxes will be prorated between the parties at Closing. Current year assessments for real personal property taxes and assessments affecting the Property if known shall be paid at Closing and shall be prorated as of the Closing Date. If the amount of real property taxes and assessments applicable to the Property are not known as of the Closing Date, then a proration shall be made based upon the amount of real property taxes and assessments for the Property in 2012, and an adjustment outside of escrow shall be made between the parties within thirty (30) days after the correct amount

of real property taxes and assessments for 2013 becomes known. The terms of this Section 10 shall survive the Closing.

11. **<u>As Is-Where Is</u>**. THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED TO BUYER. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY

REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. UPON SELLER'S REQUEST, BUYER WILL DELIVER TO SELLER AT CLOSING A SEPARATE INSTRUMENT REAFFIRMING THE FOREGOING RELEASE.

12. <u>Escrow Provisions.</u>

(i) Escrow Agent shall hold the Earnest Money in such interest-bearing form as Buyer shall direct by notice to Escrow Agent.

(ii) At such time as Escrow Agent receives written notice from Seller or Buyer, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Buyer, but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of ten (10) calendar days after giving such notice, and if Escrow Agent receives written notice from either Seller or Buyer within such ten (10) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Buyer can agree upon disbursement of the Earnest Money. Seller and Buyer agree to send to the other a duplicate copy of any notice sent to Escrow Agent requesting disbursement or countermanding a request for a disbursement.

(iii) In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any willful misconduct, negligence or breach of trust by Escrow Agent hereunder, and, accordingly, Escrow Agent shall not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement, or any action taken or omitted in reliance on any instrument, including any notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall, in good faith, believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(iv) Notwithstanding anything in this Agreement to the contrary, in the event of a dispute between Seller and Buyer sufficient in the sole discretion of Escrow Agent to justify its doing so, or in the event that Escrow Agent has not disbursed the Earnest Money on or before the forty-fifth (45th) day following the last date for Closing hereunder, Escrow Agent shall be

entitled to tender into the registry or custody of any court of competent jurisdiction in Rutherford County, Tennessee, the Earnest Money, together with such pleadings as Escrow Agent may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for willful misconduct, negligence or breach of trust by Escrow Agent).

(v) Seller and Buyer agree to negotiate in good faith to resolve and differences or disputes that may arise under this Agreement. If negotiations are not successful, Seller and Buyer agree to submit their dispute to a mutually acceptable mediator for non-binding mediation. After allowing a reasonable time for the mediation process, either party may initiate litigation.

13. **Commissions**. Seller and Buyer each represent to the other that it has not engaged any real estate broker in connection with the transaction contemplated by this Agreement and each shall be fully and separately responsible for any such claims that may be asserted by a broker claiming through such party.

14. **Assignment**. Buyer may not assign or transfer this Agreement or any interest of Buyer hereunder without the prior written consent of Seller. Any such assignment shall not relieve Buyer of Buyer's liability for the performance of its duties and obligations hereunder.

15. **Default and Remedies; Enforcement.**

(i) **Default**. Any material failure by Seller or Buyer in the prompt performance or payment of their respective covenants, agreements, obligations, and undertakings set forth herein shall constitute a default under this Agreement.

(ii) **Remedies to Seller**. If Buyer shall default in the performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement by providing written notice thereof to Buyer, in which event the Escrow Agent shall disburse the Earnest Money to Seller and Seller shall be entitled to retain the Earnest Money as liquidated damages for any loss, damage and expense suffered by Seller, including, without limitation, the loss of its bargain.

(iii) **Remedies to Buyer**. If Seller shall default in the performance of its obligations under this Agreement, Buyer shall have all rights and remedies provided by law including but not limited to the right of specific performance.

(iv) **Enforcement**. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party

on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

16. **Notices**. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth on the signature page hereof, or upon being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, or upon electronic confirmation of the other party's receipt of a facsimile transmission, in each case to the address for each party set forth on the signature page hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior written notice to the other party, either party may designate a different address for receiving notices.

17. **Applicable Law; Severability; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to its conflicts of law provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder. Venue of any litigation under this Agreement shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

18. **Time of Essence**. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

19. **Captions**. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Agreement.

20. **Contingencies.** Intentionally omitted.

21. **Recordation**. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Section 21 shall survive the Closing or any termination of this Agreement.

22. **Entire Agreement; Modification**. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any

party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

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

(signatures on following pages)

SELLER:

FRANKLIN SYNERGY BANK

By: _____
Print Name: _____
Print Title _____

Address:

BUYER:

CITY OF MURFREESBORO, TENNESSEE

By: _____
Print Name: _____
Print Title: _____

Address:
111 West Vine St.
Murfreesboro, TN 37130
Attn: City Manager

APPROVED AS TO FORM:

_____

David A. Ives, City Attorney

ESCROW AGENT:

STEWART TITLE COMPANY

By: _____

Title: _____

Address:
110 s. Maple Street
Murfreesboro TN 37130
Attn: Rick Mansfield

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

Approximately 1.87 Acres

Map 91, Group G, Parcels 8 and 9 of the Rutherford County, TN Property Assessors Tax Mapping System

"What is TIF?"

As discussed in Chapter 2, *Growth Capacity and Infrastructure*, tax increment financing (TIF) is a way to encourage reinvestment in blighted or underutilized areas that probably won't redevelop on their own. Put simply, it is a way to self-finance new development projects by capturing their back-end tax proceeds to amortize front-end project costs. This happens by setting aside new tax revenues generated within the district from the general fund for a specified period of time, usually 20+ years. The withheld amount (the "increment") is used to pay off districts' debts, typically public bonds used to fund public infrastructure and/or a developer's feasibility "gap" financing.

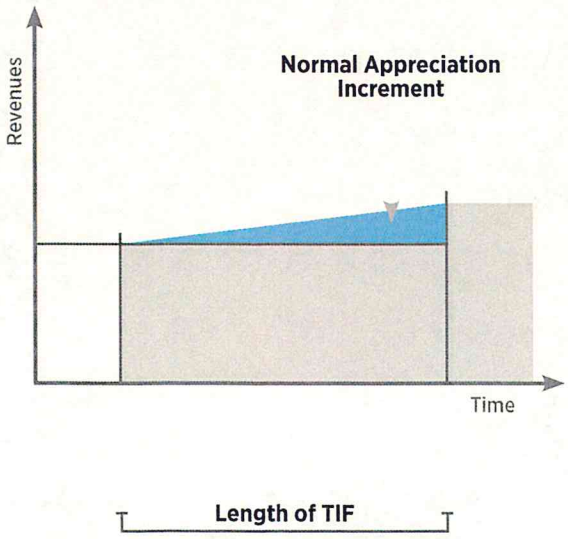
A classic, and probably the most common, simple and risk-free TIF scenario is called a Pay-As-You-Go (or "Pay-Go") TIF. In this structure, a developer is facing a financial feasibility gap that can be solved for through future tax abatements or tax rebates. The rebates are in the amount of the additional taxes (the increment) that the project will accrue upon completion. The developer is essentially credited (or forgiven of) his tax increments thereby reducing his annual operating expenses and making his project more "bankable" in the eyes of lenders. In this situation, the municipality does not take on any bonded debt and its commitment to the developer depends entirely on the developer's performance. In essence, the size of the city's subsidy depends entirely on the project's performance in the marketplace.

Another variation of TIF is where the municipality issues public debt to provide public infrastructure and/or an upfront cash subsidy to support a project. The future tax increments are then pledged to pay off the bonds with the project serving as second position collateral. For additional insurance, the municipality will typically require that the developer personally guarantee the public bonds. In another twist, the developer may be required to directly pledge his tax increment "savings" toward the repayment of public (non-recourse) revenue bonds.

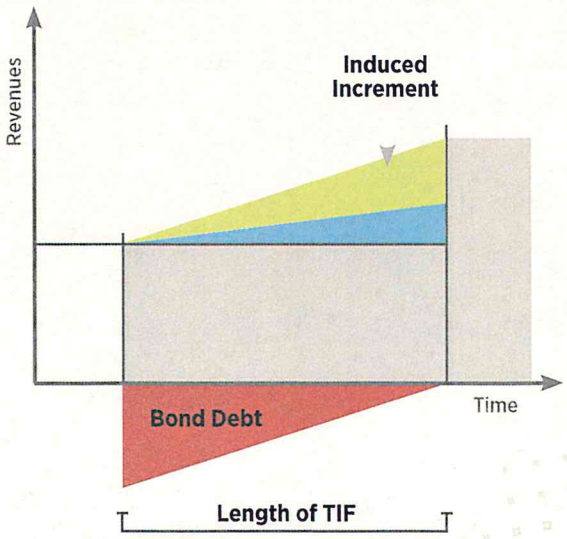
There are many subtle variations and creative applications of the two main TIF models described here. One of these is a so-called "passive" TIF (a variation of the Pay-Go model), where a district is created in anticipation of, and/or as a stimulus for new development. However instead of using the increment immediately to directly incent new development, the increment is left to accumulate for a future public project such as a park, streetscape work or parking garage etc. Timing is tricky here because TIF's have a prescribed spending or activation life that limits the window for expenditures and revenue recapture. As a

Tax Increment Financing "TIF" Models:

SIMPLE "PAY-GO" (PASSIVE CAPTURE) TIF



"BOND REPAYMENT" (INDUCED INCREMENT) TIF



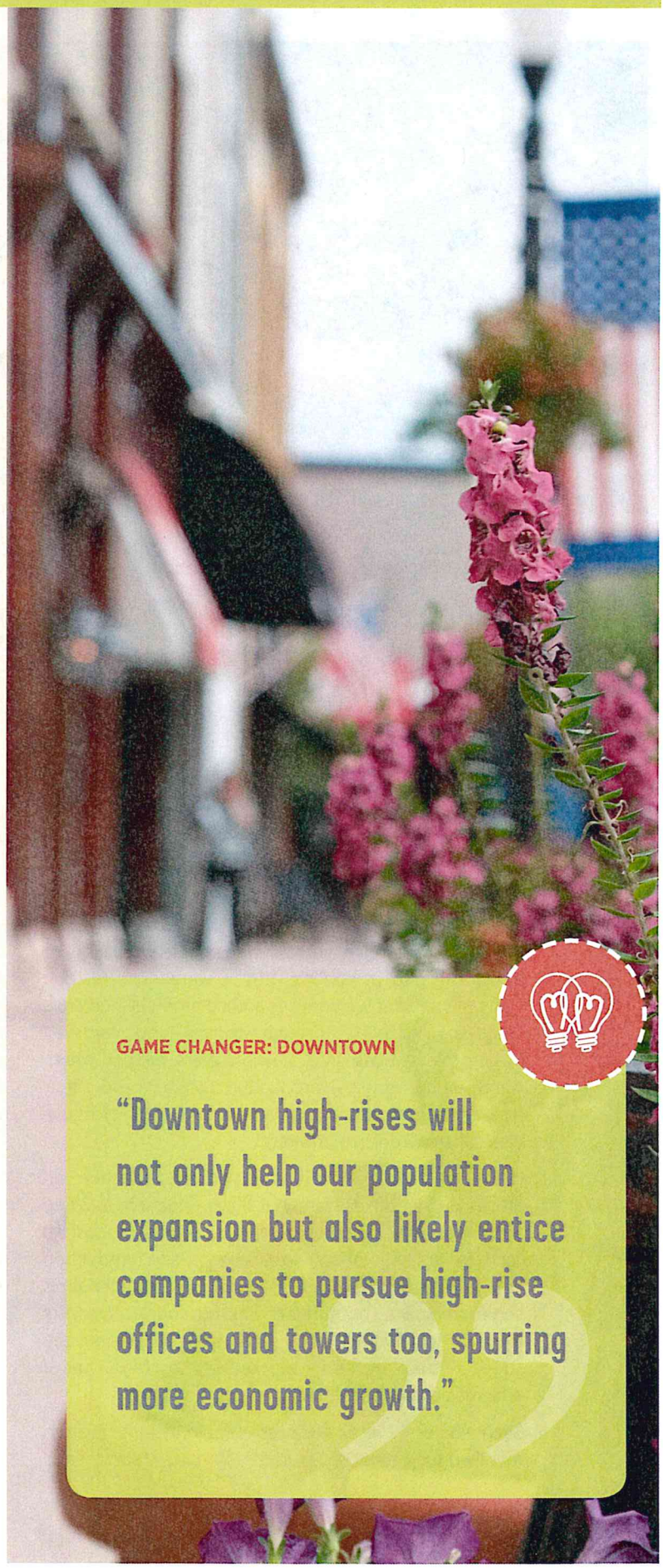
general rule, passive TIFs shouldn't be activated until the year that any new base revenues are expected to "hit" the assessment roles.

It needs to be emphasized that TIF does not mean an increase in property tax rates within the district, just tax revenues. TIF helps expand the district's overall tax revenue base by stimulating new private development with new TIF-financed infrastructure or developer incentives. Most private development wouldn't otherwise happen in TIF-designated areas because of blight or other impeding conditions.

Since TIF-funded projects create their own debt-payment streams (from the additional tax revenue that they themselves generate), they are a type of self-financing mechanism. Also, because the increment is unlikely to accrue at the same level without the TIF (again, TIF-funded investments are needed to induce the revenue-generating investment) it doesn't equate to a dollar-for-dollar reduction to the general fund absent the TIF. In other words, most of the increment wouldn't otherwise exist were it not for the public debt needed to create it.

TIFs however can cause harmful fiscal impacts if used to finance development projects with high public service burdens such as single-family housing. This is because district tax revenues flowing into the general fund are frozen at their current levels resulting in the need to spread new service costs system-wide with no commensurate increase in general revenues emanating from within the district. Therefore, TIFs are typically used to help finance mostly commercial and industrial development.

Common eligibility criteria for the use of TIF include: job creation; blight elimination; project scale (usually defined by minimum capital investment); public benefits and amenities conferred; catalytic affects (i.e. ability to spawn follow-on/spillover investment); bond amortization period and the amount of private investment leveraged. Public Chapter 605 of Tennessee statutes govern the use of TIF.



GAME CHANGER: DOWNTOWN

"Downtown high-rises will not only help our population expansion but also likely entice companies to pursue high-rise offices and towers too, spurring more economic growth."

Lytle St Corridor

January 4, 2016

PARKS

Schools

Street Centerline

INTERSTATE

US/STATE HWY

MAJOR RD

Red: Band_1

Green: Band_2

Blue: Band_3

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

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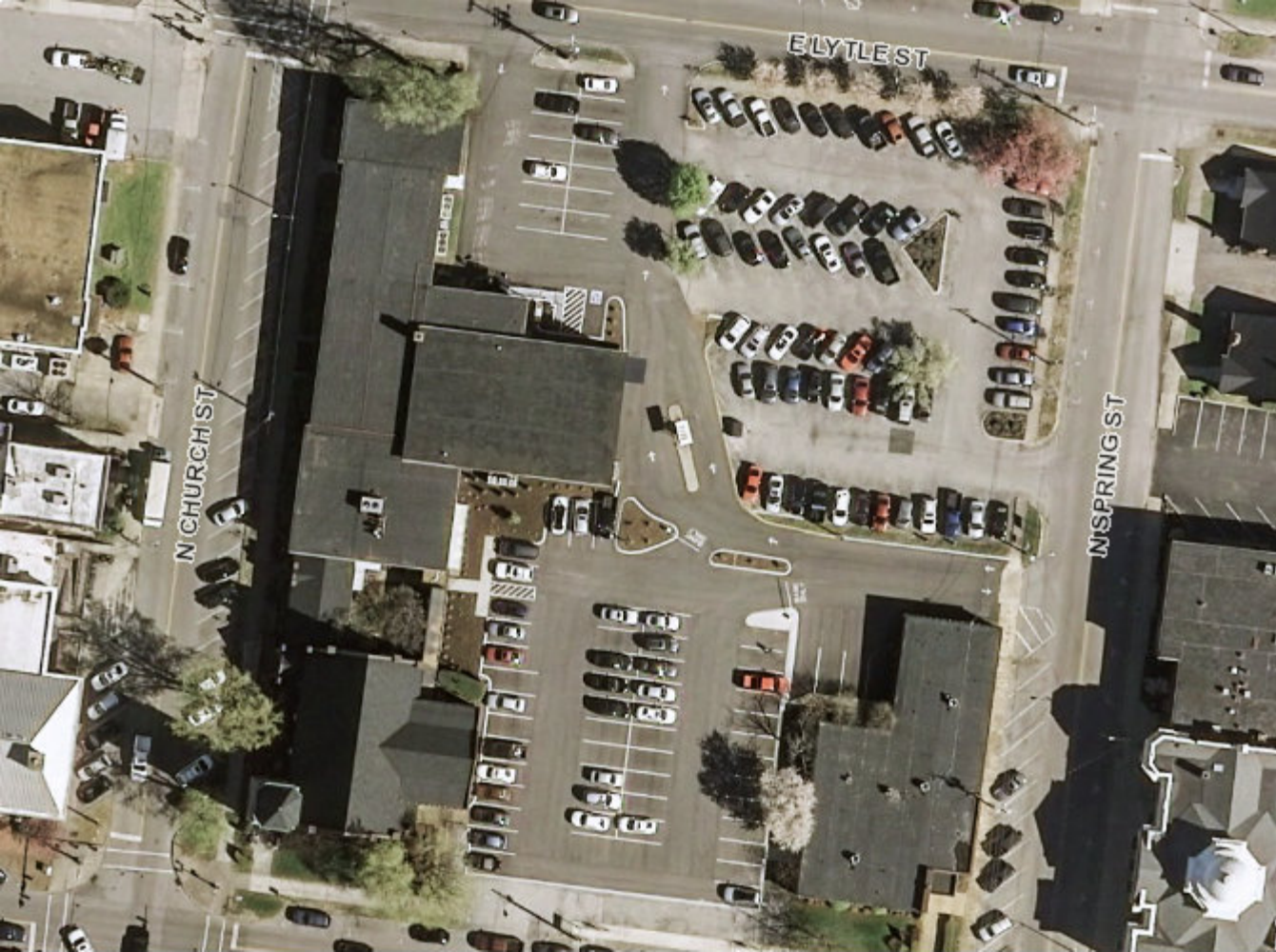
City of Murfreesboro IT Dept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