

MURFREESBORO CITY COUNCIL
AGENDA

February 25, 2016

7:00 p.m.

City Council Chambers

PRAYER

MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of City Manager: Emergency Salt Purchase.
- B. Consider recommendations of Community Development Director-Housing Rehab:
 - a. 510 South Highland Avenue - Change Order No. 3.
 - b. 2106 Cypress Drive - Change Order No. 1.
 - c. 415 East Castle Street - Change Order No. 3.
- C. Consider recommendations of the Water & Sewer Board:
 - a. Renewal of Dell Server Storage Area Network (SAN) Support Services.
 - b. SRWTP Hydrogen Peroxide Addition: Change Order No. 2.
 - c. CUD Boundary Revision Addition to Amendment No. 5.
 - d. Replace Clarifier Collector Ring by JBS Personnel, Task Order No. 16-01 Water/Wastewater Systems Mechanical/Electrical Services Contract.
 - e. Replacement of Four (4) Large Meters.
- D. City Recorder/Finance Director: Acknowledgement of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.

Minutes

2. A. February 4, 2016 - Special Meeting.
- B. February 4, 2016 - Regular Meeting.
- C. February 11, 2016 - Special Meeting.
- D. February 11, 2016 - Regular Meeting.

Second Readings

3. Consider for passage on second reading ORDINANCE 16-0Z-01 to rezone an area located along Gresham Lane to Residential Multi-Family Sixteen (RM-16) District [2015-429].
4. Consider for passage on second reading ORDINANCE 16-0Z-02 to rezone an area located along Dill Lane to Residential Multi-Family Twelve (RM-12) District [2015-432].
5. Consider for passage on second reading ORDINANCE 16-0Z-03 to rezone an area located along Franklin Road to Commercial Fringe (CF) District [2015-433].

New Business

6. Presentation from Mr. Jimmy Jobe, Jobe Hastings & Associates, with regards to the Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.
7. Consider recommendations of the Fire & Rescue Chief: Approve Agreement with Johnson + Bailey Architects for new Fire Station No. 4 on Medical Center Parkway.
8. Consider recommendations of City Manager: Revisions to Employee Handbook Section 1041, Employee Timekeeping.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



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Consent Agenda

February 11, 2016

Honorable Mayor and Members of City Council:

RE: Emergency Purchases

As an item for the consent agenda of February 25, 2016, I am requesting your approval of an emergency purchase.

Background

Under Section 2-10 of the City Code, the City Manager is authorized to make emergency purchases and to report the purchase to the City Council within 2 working days. I emailed the Council within the 2 day requirement of these purchases and am now forwarding to you for approval.

Emergency Salt Purchase

This is a second purchase for salt following this week's winter weather. The City received the 1000 tons at a cost of approximately \$74,000 on January 29th, which filled the barn and replenished what we used on the big storm on the 22nd of January.

During this week's winter weather, the Street Department used about 500 tons of that salt. Crews worked around the clock from Monday the 8th through Wednesday the 10th responding to each wave of snow showers.

Please be aware that the City has a State Maintenance contract with TDOT for salting State routes within the City limits and on average we are reimbursed about 40% to 50% of the cost back. The contract is set up for time and materials for what we do on state routes.

Mr. Hillis reports that there is about 700 tons on hand but more snow is predicted for Sunday/Monday of next week. In order to ensure public safety, on February 11, I authorized the purchase of 500 tons @ \$76.11 per ton for an estimated cost of \$38,055.

Recommendation

Council approval of the emergency purchase is requested.

Robert J. Lyons
City Manager

C: Glen Godwin
Raymond Hillis



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Melissa Wright
Erin Tucker



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CONSENT AGENDA

February 19, 2016

Honorable Mayor and Members of the City Council:

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

- 1. Housing Rehabilitation – 510 South Highland Avenue – Change Order #3**
- 2. Housing Rehabilitation – 2106 Cypress Drive – Change Order #1**
- 3. Housing Rehabilitation – 415 East Castle Street – Change Order #3**

1. Housing Rehabilitation – 510 South Highland Avenue – Change Order #3

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. On January 7, 2016, City Council approved Change Order #2 for \$2,675.

The Scope of Work called for underground electric service. Murfreesboro Electric Department has asked the contractor to connect the electrical service using overhead service. Additionally the Community Development Department has approved a change in the Scope of Work for some of the windows being installed to be single-hung instead of double-hung.

Fiscal Impact

As a result of the changes to the Scope of Work noted above, the Contractor has requested Change Order #3 to reduce the contract by \$531. If approved Change Order #3 would decrease the contract to \$93,794. The Community Development Budget as amended allocates \$298,332 for housing rehab projects. Accepting Change Order #3 would leave a balance of approximately \$184,500 available.

Concurrences

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

Recommendation

Staff recommends approving Change Order #3 and decreasing the project contract to \$93,794.

Community Development

2. Housing Rehabilitation – 2106 Cypress Drive – Change Order #1

Background

The homeowner at the subject address has applied for and is eligible for assistance through the City's Housing Rehabilitation Program. Three bids were received and opened on January 11, 2016. On January 14, 2016, City Council approved funding a rehabilitation contract between the homeowner and the contractor, J.B. Cripps & Son, for \$23,862.

The Scope of Work required re-roofing the entire house. After the old shingles were stripped to the decking, significant damage was discovered not just to the existing decking, but a number of rafters, as well. In the process of inspecting the damaged areas, the City's inspector determined that the thickness of the existing decking did not meet code and recommended replacing the entire roof deck, work that was not included in the original Scope of Work. Additionally, it was determined in view of energy-saving elements in the Scope of Work that both existing storm doors should be replaced.

Fiscal Impact

As a result of the changes to the Scope of Work noted above, the Contractor has requested Change Order #1 to increase the contract by \$3,391.08. If approved Change Order #1 would increase the contract to \$27,253.08. The Community Development Budget as amended allocates \$298,332 for housing rehab projects. Accepting Change Order #1 would leave a balance of approximately \$181,100 available.

Concurrences

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

Recommendation

Staff recommends approving Change Order #1 and increasing the project contract to \$27,253.

3. Housing Rehabilitation – 415 East Castle Street – Change Order #3

Background

On October 14, 2014, the City Council approved a housing rehabilitation contract between the homeowner and Charles Eversole Construction for \$26,825. Subsequently two change orders were approved increasing the contract amount to \$31,625. The Certification of Completion and Final Payment was signed on January 16, 2015, triggering the one-year warranty for the project.

As the completion anniversary neared, the homeowner brought several issues to the attention of the Community Development Department and the Contractor. On December 14, 2015, the Contractor, the City's inspector and staff met with the homeowner to discuss these issues. All but one were adjudged to be the responsibility of the contractor and he agreed to perform the necessary work needed to satisfy the homeowner. This has since been done.

One issue was not the fault of the contractor, but rather a problem caused by the project design. The Scope of Work as revised in Change Order #2 called for replacing paneling in Bedroom #3. The contractor performed the task as specified. What staff did not realize would happen was that because of the addition of an HVAC system, the concrete block walls in this particular room sweated, causing condensation behind the paneling that affected the paneling, causing it to buckle.

After discussing the situation, the contractor, the inspector and staff agreed that the most workable solution would be to remove the damaged paneling, install a layer of Styrofoam paneling, then install new paneling and trim. The contractor agreed to perform this work for \$1,500.

Fiscal Impact

As a result of the changes to the Scope of Work noted above, the Contractor has requested Change Order #3 to increase the contract by \$1,500. If approved Change Order #3 would increase the contract to

\$33,125. The Community Development Budget as amended allocates \$298,332 for housing rehab projects. Accepting Change Order #3 would leave a balance of approximately \$179,600 available.

Concurrences

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

Recommendation

Staff recommends approving Change Order #3 increasing the project contract to \$33,125 and authorizing payment of \$1,500 to the contractor.

Sincerely,

John Callow
Community Development Director



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CONSENT AGENDA

February 25, 2016

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 February 16, 2016

A. Purchase Dell Support

Background

Our Dell Server SAN support service will expire in March, 2016. The Dell Server Storage Area Network that we have consists of (2) units. Each with multiple servers, network switches, and disk storage combined in an enclosure. These systems run and contain the customer information system applications and data. It is critical that these systems continue to operate to support our customers with minimum downtime. This renewal will extend the support services that we currently have, which includes parts replacement, updates and technical support for the two Dell Server SANs for 1 year.

The pricing is only available single sourced from Dell as the only manufacture of these systems.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve the purchase of the referenced Dell support service for 1 year in the amount of \$28,034.74.

Fiscal Impact

Funding for the support would come from prepaid maintenance accounts. Dell issued (3) quotes to cover the servers, switches, and storage. Server support renewal costs total \$14,382.43. Switch support renewal costs total \$7,694.48. Storage support renewal costs total \$5,957.83. Grand total cost for 1 year renewal is \$28,034.74.

Exhibits

(3) Dell Extended Service Quotes

B. SRWTP Hydrogen Peroxide Addition Change Order # 2

Background

The City Council and the Water and Sewer Board approved for staff to work with Smith Seckman Reid (SSR) on the development of a scope for design and construction of a hydrogen peroxide feed system based upon the results of the disinfection by-product study submitted in December 2013.

SSR was approved to complete the design in February 2014 and bids were received on October 28, 2014. At the March 2015 Board Meeting, the project was awarded to W&O Construction along with Change Order # 1 to reduce the scope of the project for the Hydrogen Peroxide feed system to a total of \$416,023.

There have been some unforeseen conditions as explained in SSR's recommendation letter that has necessitated additional time for construction. The contractor has requested and SSR recommends 142 additional days be added to the contract. Attached is Change Order # 2 for approval of the additional days.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve Change Order # 2 to change the contract time to add 142 days for final completion.

Fiscal Impact

The construction cost of the project is \$416,023, \$61,023 over the original budgeted amount. The Department's original budget was \$355,000 from working capital reserves. All funding was approved from working capital reserve account. This Change Order # 2 does not affect the project cost.

Attachments

SSR Recommendation Memo
Change Order No. 2

C. CUD Boundary Revision Addition to Amendment # 5

Background

For this additional revision to Amendment #5, there is only a portion of one property to consider. The property is located at 2744 Old Fort Parkway, the Prater Property. Only the frontage of this property is within Consolidated Utility District's (CUD) water service area and the remainder is within the Department's area. The Burger King has purchased a portion of the property along Old Fort Parkway and the current boundary splits this development. The attached exhibit shows the current boundary in relation to the proposed property lines. The Department does not have existing water mains along Old Fort Parkway at this location so it only makes sense for the frontage and this development area to be dedicated to CUD.

An amendment document will be prepared, and these changes will be considered a part of Amendment #5 to the boundary.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve the revisions to the CUD/MWSD boundary and the Mayor executing an amendment to the Water Service Boundary, subject to the approval by CUD' Board.

Fiscal Impact

Water connection fees for the Burger King would be approximately \$1,750 based on the final number of seats. We will still receive the associated sewer connection fees in the amount of \$2,750.

Attachments

GIS Exhibit of the Proposed Boundary Revision

D. Replace Clarifier Collector Ring by JBS Personnel Task Order No. 16-01 Water/Wastewater Systems Mechanical/Electrical Services Contract

Background

On December 18, 2014, the MWSD accepted and opened bids for the MWSD Water/Wastewater System Mechanical/Electrical Services contract. John Bouchard & Sons Co. was awarded the bid after approval by the Water and Sewer Board and City Council. This contract has been renewed and is currently in effect.

Based upon inspection by the Department's Staff of the existing clarifier collector ring at the Sinking Creek Plant's Final Clarifier, it was determined that repairs are beyond the Department's ability to perform. As a result, Staff has requested John Bouchard & Sons Co. provide an estimate that would include JB&S staff's determination as to the extent of repairs necessary to get the clarifier into full operation. The clarifier was installed in 2000 and has not received any major repairs outside of maintenance performed by MWSD maintenance personnel.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve Task Order 16-01 by John Bouchard & Sons Co.

Fiscal Impact

Funding used to Replace Clarifier Collector Ring is in the amount of \$3,675 is from working capital reserves.

Attachments

Task Order 16-01

E. Immediate Need for Large Meter Replacements Due to Inaccurate Readings

Background

As staff has been working through the Advanced Metering Infrastructure (AMI) project, it has become apparent that four large meters, as itemized in the table below, have been registering inaccurate readings.

Table 1: Large Meters Needing Replacement Due to Inaccurate Readings

Account	Meter	Address	Date Installed	Bill Code	Years	New Meter Replacement Cost
00018935	B8982	2032 BLANTON DR	1998	Water - 4" Meter	17	\$3,040.00
00006476	B6707	1927 MEMORIAL BLVD	1996	Water - 6" Meter	19	\$4,335.00
00006477	B6708	1927 MEMORIAL BLVD	1996	Water - 6" Meter	19	\$4,335.00
00003033	B9226B	1658 LASCASSAS PIKE	2001	Water - 3" Meter	14	\$1,935.00
Total						\$13,645.00

The AMI project's scope is to replace all meters two (2) inches and smaller, so these meters (sized 3" through 6") will not be replaced as part of that project. Staff intends to perform this work outside of the United Systems and Software (USS) AMI contract; however, the meters will be equipped with the proper encoder-register-transmitter (ERT) to be read remotely through the wireless network.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve the purchase of replacement meters from working capital reserves.

Fiscal Impact

This was not a fiscal year 2016 budgeted item. Staff requests the cost of \$13,645 to be funded from the Department's working capital reserve account.

Respectfully submitted,

Darren W. Gore
Director

Attachments

Extended Services Quote Information	
Quote #:	1021586110624

Customer Information	
Date:	February 8, 2016
Company Name:	MURFREESBORO WATER & SEWER
Dell Customer # :	3249629
Contract Code # :	

Dell Contact Information
Jareth Barahona APOS Services Consultant
Jareth_Barahona@Dell.com
Phone: 1-800-247-4618 ext. 7251041
Fax: 1-866-584-8581

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
FRH5JX1	POWER EDGE M1000	S9 + GD	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 2,405.59	\$ -	\$ 2,405.59
GRH5JX1	POWEREDGE M620	S9 + GD	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 1,995.04	\$ -	\$ 1,995.04
HRH5JX1	POWEREDGE M620	S9 + GD	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 1,995.04	\$ -	\$ 1,995.04
JRH5JX1	POWEREDGE M620	S9 + GD	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 2,009.82	\$ -	\$ 2,009.82
4SH5JX1	POWER EDGE M1000	S9 + GD	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,441.23	\$ -	\$ 2,441.23
5SH5JX1	POWEREDGE M620	S9 + GD	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,024.60	\$ -	\$ 2,024.60
6SH5JX1	POWEREDGE M620	S9 + GD	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,024.60	\$ -	\$ 2,024.60
7SH5JX1	POWEREDGE M620	S9 + GD	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,024.60	\$ -	\$ 2,024.60

Contract Descriptions	
6H	ProSupport 2HR 7x24 Onsite/6HR Resolution
S1/S9	ProSupport 4HR 7X24 Onsite
8H	ProSupport 8HR 7x24 Onsite
S4	BASIC 4HR 5x10 Onsite
NO	Next Business Day Onsite Resolution
ND	Next Business Day Onsite
NP	BASIC Next Business Day Parts Only
SP	BASIC Same Day Parts Only
AE	Advanced Exchange
RR	Return to Depot
FR	Rapid Return for Repair
R5	Retail Next Business Day Onsite + 5 Peripherals
SR	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSPMC	ProSupport Mission Critical Technical Support
PSPMC	ProSupport Plus Mission Critical Technical Support
PSP	ProSupport Plus Technical Support
PY	ProSupport Plus EUC
EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care
KK	Keep Your Hard Drive

Extended Services Subtotal	\$ 16,920.51
Reinstatement Fees	\$ -
Parts	\$ -
Subtotal:	\$ 16,920.51
Discounts Applied	\$ 2,538.08
Total:	\$ 14,382.43

**Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.**

Purchase Order Requirements
Please remember to include the following information:
- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount

SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
DL	Optimize
Software	
Z2	Data Prog Base
Z3	Data Prog Exp
Z8	Enter Mgr Chargeback
ZB	Fast Track Base
ZC	Fast Track Exp
ZD	Live Vol Base
ZE	Live Vol Exp
ZF	Multi Controller
ZG	Remote In Replay Base
ZH	Remote In Replay Exp
ZI	Replay Mgr Enter License
ZK	Replay Mgr MS
ZL	Stor Ctr Core Base Bundle
ZM	Upgrade Replay Mgr Enter License
ZO	Live Volume + RIRA Base
ZP	Live Volume + RIRA Exp
ZQ	Vmware
ZR	Stor Ctr Core Exp Bundle
ZU	zNAS High Availability Cluster
ZV	zNAS Base
ZW	zNAS Exp
Legacy Contracts (No longer available)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

- A total dollar amount
- An authorizing signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

[Questions about Services? Click here.](#)

[Support Questions? Click here.](#)

Extended Services Quote Information	
Quote #:	1018969508440

Customer Information	
Date:	February 9, 2016
Company Name:	MURFREESBORO WATER & SEWER
Dell Customer # :	3249629
Contract Code # :	

Dell Contact Information
Brandon Monahan <i>APOS Services Consultant</i> Brandon.Monahan@DellTeam.com

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
1SH5JX1	EQUALLOGIC PSM411	S9 + GD	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 3,301.73	\$ -	\$ 3,301.73
8SH5JX1	EQUALLOGIC PSM411	S9 + GD	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 3,318.08	\$ -	\$ 3,318.08

Contract Descriptions	
6H	ProSupport 2HR 7x24 Onsite/6HR Resolution
S1/S9	ProSupport 4HR 7X24 Onsite
8H	ProSupport 8HR 7x24 Onsite
S4	BASIC 4HR 5x10 Onsite
NO	Next Business Day Onsite Resolution
ND	Next Business Day Onsite
NP	BASIC Next Business Day Parts Only
SP	BASIC Same Day Parts Only
AE	Advanced Exchange
RR	Return to Depot
FR	Rapid Return for Repair
R5	Retail Next Business Day Onsite + 5 Peripherals
SR	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSMC	ProSupport Mission Critical Technical Support
PSPMC	ProSupport Plus Mission Critical Technical Support
PSP	ProSupport Plus Technical Support
PY	ProSupport Plus EUC
EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care
KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
DL	Optimize
Software	
Z2	Data Prog Base

Extended Services Subtotal	\$ 6,619.81
Reinstatement Fees	\$ -
Parts	\$ -
Subtotal:	\$ 6,619.81
Discounts Applied	\$ 661.98
Total:	\$ 5,957.83

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

Purchase Order Requirements
Please remember to include the following information:
- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)
Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Z3	Data Prog Exp
Z8	Enter Mgr Chargeback
ZB	Fast Track Base
ZC	Fast Track Exp
ZD	Live Vol Base
ZE	Live Vol Exp
ZF	Multi Controller
ZG	Remote In Replay Base
ZH	Remote In Replay Exp
ZI	Replay Mgr Enter License
ZK	Replay Mgr MS
ZL	Stor Ctr Core Base Bundle
ZM	Upgrade Replay Mgr Enter License
ZO	Live Volume + RIRA Base
ZP	Live Volume + RIRA Exp
ZQ	Vmware
ZR	Stor Ctr Core Exp Bundle
ZU	zNAS High Availability Cluster
ZV	zNAS Base
ZW	zNAS Exp
Legacy Contracts (No longer available)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

[Questions about Services? Click here.](#)

[Support Questions? Click here.](#)

Extended Services Quote Information	
Quote #:	1021508013948

Customer Information	
Date:	January 26, 2016
Company Name:	Water & Sewer
Dell Customer # :	3249629
DOMS Quote # :	723403964

Dell Contact Information
Nathan Kettle APOS Services Consultant
Kettle.Nathan@Dell.com Phone: (720)625-4524

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
3SH5JX1	DELL FORCE10 MXL 1	S9 + PSMC	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 2,952.35	\$ -	\$ 2,952.35
BSH5JX1	DELL FORCE10 MXL 1	S9 + PSMC	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,966.48	\$ -	\$ 2,966.48
2SH5JX1	DELL FORCE10 MXL 1	S9 + PSMC	3/19/2013	3/19/2016	S9+PSPMC	3/19/2017	\$ 2,952.35	\$ -	\$ 2,952.35
9SH5JX1	DELL FORCE10 MXL 1	S9 + PSMC	3/21/2013	3/21/2016	S9+PSPMC	3/21/2017	\$ 2,966.48	\$ -	\$ 2,966.48

Contract Descriptions	
6H	ProSupport 2HR 7x24 Onsite/6HR Resolution
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FR	Rapid Return for Repair
R5	Retail Next Business Day Onsite + 5 Peripherals
SR	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSMC	ProSupport Mission Critical Technical Support
PSPMC	ProSupport Plus Mission Critical Technical Support
PSP	ProSupport Plus Technical Support
PY	ProSupport Plus EUC
EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care
KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
DL	Optimize

Extended Services Subtotal	\$ 11,837.66
Reinstatement Fees	\$ -
Parts	\$ -
Subtotal:	\$ 11,837.66
Discounts Applied	\$ 4,143.18
Total:	\$ 7,694.48

**Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.**

Purchase Order Requirements
Please remember to include the following information:
- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)
Please attach a copy of your Dell quote, or reference the Dell quote

Software	
Z2	Data Prog Base
Z3	Data Prog Exp
Z8	Enter Mgr Chargeback
ZB	Fast Track Base
ZC	Fast Track Exp
ZD	Live Vol Base
ZE	Live Vol Exp
ZF	Multi Controller
ZG	Remote In Replay Base
ZH	Remote In Replay Exp
ZI	Replay Mgr Enter License
ZK	Replay Mgr MS
ZL	Stor Ctr Core Base Bundle
ZM	Upgrade Replay Mgr Enter License
ZO	Live Volume + RIRA Base
ZP	Live Volume + RIRA Exp
ZQ	Vmware
ZR	Stor Ctr Core Exp Bundle
ZU	zNAS High Availability Cluster
ZV	zNAS Base
ZW	zNAS Exp
Legacy Contracts (No longer available)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

number(s) on the purchase order.

[Questions about Services? Click here.](#)

[Support Questions? Click here.](#)



February 3, 2016

Valerie Smith
Murfreesboro Water and Sewer Department
300 NW Broad Street
Murfreesboro, TN 37130-3543

**RE: Contract Extension
Water Treatment Plant Hydrogen Peroxide Addition
Murfreesboro Water and Sewer Department
Murfreesboro, Tennessee
SSR Job Number: 14-41-007.0**

Dear Valerie,

The original dates of substantial completion and final payment for the above-referenced project were January 30, 2016 and March 30, 2016, respectively (see attached executed Notice to Proceed). In a letter dated October 30, 2015 (see attached), Smith Seckman Reid, Inc. (SSR) advised the Murfreesboro Water and Sewer Department (MWSD) that due to unforeseen conditions related to the valve actuators, the date of substantial completion would need to be extended to April 1, 2016. In W&O Construction Company, Inc.'s (W&O) acceptance of the Notice to Proceed in a letter dated November 3, 2015 (also attached), W&O advised that additional delays were possible due to the actuators.

Since the November 3, 2015 letter, additional delays related to the valve actuators have caused the completion date for the actuator-portion of the project to push further into the future. The delay has been caused namely by the need for additional design time by the valve actuator manufacturer to resolve issues related to the unforeseen conditions. Originally, the actuator manufacturer believed that universal joints would be required to connect the actuators to the valves. Such a situation, if necessary, was undesirable to both MWSD and SSR due to the long term maintenance and repair possibilities with underground universal joints. Upon further design review by the actuator manufacturer, the need for the universal joints was eliminated, making for a far better installation for MWSD which will minimize future maintenance and repairs. As a result, SSR finds the contract time extension requested in the attached January 29, 2016 letter from W&O acceptable.

The proposed revised Contract deadlines from W&O are as follows:

- April 1, 2016 – Completion of chemical feed systems and installation of valve vaults and completion of all site asphalt paving repairs. This will allow MWSD to continue with resealing of plant site asphalt as planned.
- June 20, 2016 – Substantial Completion and completion of valve actuator installations.
- August 19, 2016 – Final Payment (60 days after substantial completion).

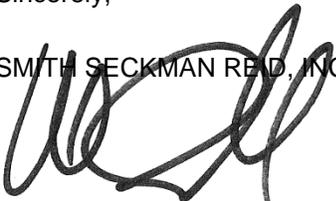
Page 2

As discussed in the attached January 29, 2016 letter from W&O, the proposed contract time extensions are at no additional cost the City of Murfreesboro.

Please advise if MWSD finds these proposed revised contract deadlines acceptable. If so, SSR will prepare the necessary change order paperwork. If not, please contact us to discuss the issue further.

Please contact us should you have any questions or require additional information.

Sincerely,

SMITH SECKMAN REID, INC.


Richard J. Chappell, P.E. BCEE
Project Manager

RJC/

Enc.

cc: Darren Gore, Alan Cranford – City of Murfreesboro (w/ enclosures)
Brian Kyffin, R. L. Oakley, Tim Huddleston – W & O Construction Company, Inc. (w/ enclosures)
File



CHANGE ORDER NO. 02

Date	February 10, 2016		
Project:	Water Treatment Plant Hydrogen Peroxide Addition	Contract No.:	N/A
Owner:	City of Murfreesboro, TN	Owner Project No.:	N/A
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	14-41-007.0
Contractor:	W&O Construction Company	Government Project No.:	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore):

In addition to Substantial Completion and Final Payment dates described herein, Contractor shall complete the following work by April 1, 2016 - chemical feed systems and installation of valve vaults and all site asphalt paving repairs. This will allow MWSD to continue with resealing of plant site asphalt as planned.

Enclosures and References: N/A

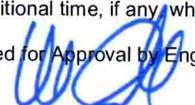
	AMOUNT		CONTRACT TIME
Original Contract Price	\$1,192,000.00	Substantial Completion Date Prior to Change Order	01/30/2016
Contract Price Prior to Change Order	\$416,023.00	Final Payment Date Prior To Change Order	03/30/2016
Net Amount This Change Order	\$0.00	Net Time This Change Order	0 days
Revised Contract Price	\$416,023.00	Revised Substantial Completion Date	06/20/2016
		Revised Final Payment Date	08/19/2016

Remarks:

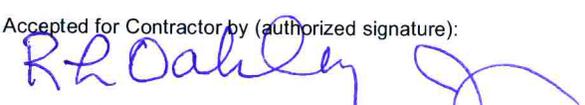
- The party initiating the change order request is:
 Contractor Owner Engineer
- Does this change order:
 - Affect the work of other contractors? Yes No
 - Require additional work by other contractors? Yes No
 - Constitute entire cost of the change? Yes No

Agreement:

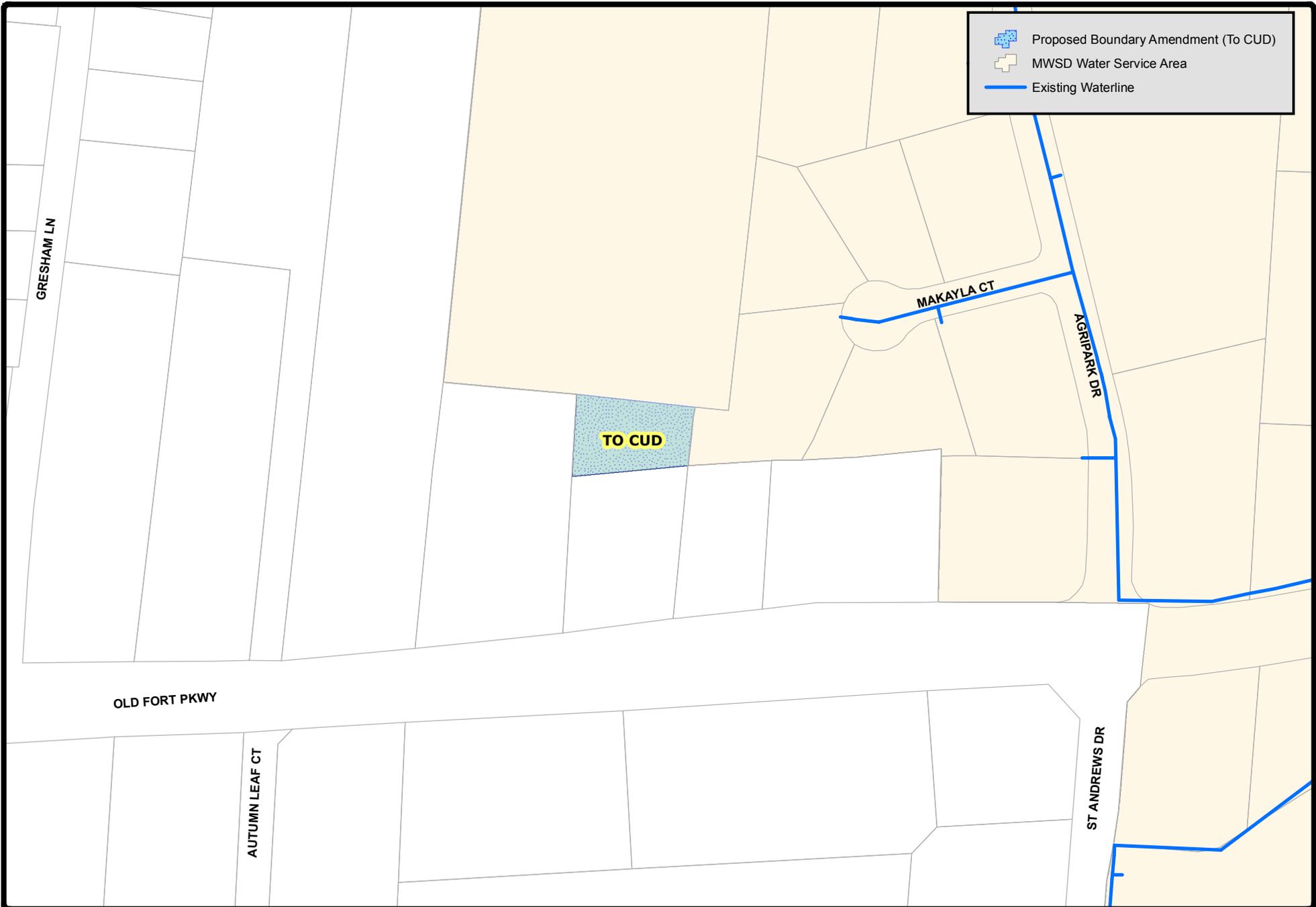
In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any which may be required as a result of said changes.

Recommended for Approval by Engineer (authorized signature):  Date: February 10, 2016

Authorized for Owner by (authorized signature): _____ Date: _____

Accepted for Contractor by (authorized signature):  Date: 2/10/2016

Approved by Funding Agency (authorized signature, if applicable): _____ Date: _____



MURFREESBORO WATER AND SEWER DEPARTMENT

Exhibit - Proposed MWSD Boundary Amendment #5 - 2744 Old Fort Pkwy

SCALE : 1" = 200'





TASK ORDER NO. 16-01

February 11, 2016

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, 2016 thru January 28, 2017

FOR

Replace Clarifier Collector Ring

TASK ORDER NO. 16-01**BACKGROUND**

This work will require mechanical services that are outside the scope of the department's staff; as a result staff requested John Bouchard & Sons to provide a task order quote for these improvements.

SCOPE OF WORK

- Remove existing collector ring and replace with new.
- Cleanup and test.

FISCAL IMPACT

The project will be paid for based on time and materials not to exceed \$ 3,675.00 and will be paid through the departments working capital reserves.

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	2	\$75.00	\$150.00
Project Mgr (OT)		\$110.00	
Superintendent (RT)	2	\$65.00	\$130.00
Superintendent (OT)		\$100.00	
Pipefitter/Welder (RT)		\$50.00	
Pipefitter/Welder (OT)		\$75.00	
Sprinkler Fitter (RT)		\$42.00	
Sprinkler Fitter (OT)		\$63.00	
Electrician (RT)	8	\$50.00	\$400.00
Electrician (OT)		\$75.00	
Apprentice/Helper (RT)	8	\$36.00	\$288.00
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)		\$30.00	
Laborer - Skilled (OT)		\$45.00	
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	8	\$15.00	\$120.00
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	\$2,525.00 + \$62.00 Freight Charges

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Total Cost- \$3,675.00

Contractor:

John Bouchard and Sons Company

City:

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

CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.
Nashville, TN 37203

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-256-0112

Phone number 615-890-0862

Fax number 615-256-2427

Fax number 615-896-4259

Company Contact David Proctor

Company Contact Darren Gore

E-mail David.Proctor@jbouchard.com

E-mail dgore@murfreesborotn.gov



... creating a better quality of life

CONSENT AGENDA

February 18, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2016 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on February 10, 2016.

This is a transfer within the General Fund, for the Fire & Rescue Department, and is moving funds from the Salary and Benefits roll up category to the Fixed Assets roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

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

A handwritten signature in blue ink that reads "Melissa B. Wright". The signature is fluid and cursive.

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



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:

Org 10211007

Object 511100

Acct Name Salary - Full-time - Regular

Amount \$ 3,775.00

Move funds to:

Org 10211009

Object 593000

Acct Name Improvements Other Bdgs Exp

Explanation: MFRD recently submitted a budget amendment requesting the transfer of \$28,614 from Salaries to Improvements Other Bdgs Exp to cover the cost of remodeling Headquarters locker room and restroom. MFRD is making an additional request to transfer \$3,775 for unforeseen cost of asbestos removal and air sampling by a state-licensed asbestos abatement contractor.

Mala Forks
Department Head Signature

2/8/16
Date

Ana Maria Stovall
Reviewed by Finance

2/8/16
Date

Approved	<input checked="" type="checkbox"/>	<u>Bob</u> City Manager
Declined	<input type="checkbox"/>	<u>2/10/16</u> Date

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

February 4, 2016

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, February 4, 2016, 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
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, Special Counsel
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. Keith Jones, 127 Tenby Court, addressed preservation of the architectural look of the building of the former First United Methodist Church at 1 East College Street while using its footprint for different uses such as an art center.

Ms. Sonia Sain, 2016 Jose Way, addressed red light cameras and her dilemma with a letter received from an attorney's office in San Antonio, Texas stating she had been turned over to a collection agency for a red light camera violation that she never received. After investigating the law firm and American Traffic Solutions (ATS), she feels they are extorting money from the citizens of Murfreesboro, and it concerned her that we are allowing a company with such unethical methods to govern our community.

Ms. Charlotte Christian, 630 Hillcrest Drive, Manchester, Tennessee, addressed the sequence of yellow signals at red light camera intersections being less than 3 seconds and the requirements under Federal Highway Administration for yellow lights to be 3-6 seconds long.

Mr. John T. Cunningham, 1402 Old Lascassas Road, suggested monitoring the red light camera intersections with police officers to address the high rate of violations.

Mr. Jackie Hutchins, 8000 Cooper Drive, requested that the Police Department step up and address the untruthfulness and scams taking place to make people pay unjustly for red light camera violations they know nothing about.

Mr. Steve Lane, 6624 Scenic Drive, referred to the Tennessee Code that requires and authorizes only a post-certified or state commissioned law enforcement officer to review

video evidence from a traffic light signal monitoring system and make a determination as to whether a violation has occurred. He said the contractor currently does not have a post-certified law enforcement officer doing the initial review of these videos which makes these tickets a direct violation of Tennessee Law. The lawsuits being won are based on the constitutionality of having someone who is not a law enforcement officer review this video footage. The City will lose and be forced to pay back the entire amount of the ticket and not just the meager amount if a class action lawsuit is filed against them. Mr. Lane said he is State Vice-Chair of the Republican Liberty Caucus with the County chapter here in Rutherford County, and they have chosen to make this issue part of their score card. Anyone up for re-election will not be scored well if they vote to renew this contract.

Mr. Jacob Bogle, 1211 Hazelwood Street, opposed the red light law enforcement program for reasons of \$3M going out of our community; cameras will never stop a drunk driver or someone running from a crime; creates two very different penalties for the same crime; constitutionality in question; the City's data shows the cameras have not been beneficial in that tickets have increased since 2011; and the program is not subject to competitive bidding. The contract with American Traffic Solutions (ATS) should not be renewed because there is a measure being worked through in the State Legislature that would ban cameras altogether. He suggested making intersections safer with longer yellow lights, roundabouts, flashing warning lights and random police patrols. A dedicated task force should be created to study why people run red lights and to look at the many alternative methods that have implemented around the nation to improve safety.

Mr. Jeff Rainwater, 1030 Brinxton Run, addressed the issues with red light cameras and asked Council to look at the most relevant case in St. Louis, Missouri where the City lost the case and had to pay 100% of the money back. Let's not continue with a contract and a process that does not add to safety. This contract has been in place for a long time and should be put out to RFP. Legislature has hinted to the fact they do not want us continuing with this program, and he suggested that council work with the Legislature because the last thing he would want to see is a long-term contract just to hurry up and get it grandfathered in if the Legislature is actually going to act upon it.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 6:59 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

February 4, 2016

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, February 4, 2016, 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
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, Special Counsel
Gary Whitaker, Building & Codes Director
Interim Planning Director
Chris Griffith, City Engineer
Mark Foulks, Fire & Rescue Chief
Georgia A. Meshotto, Administrative Aide II

Council Member Eddie Smotherman commenced the meeting with a prayer followed by Boy Scouts Alex and Austin Blair leading those present with the Pledge of Allegiance.

Boy Scouts Alex and Austin Blair represented Troop 441 with Mars Hill Church of Christ, Christiana, Tennessee, and were present to complete requirements for Communications Merit Badge.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Interim Chief of Police: Payment of annual Prisoner Processing Agreement with R.C.S.O.
- 2) Letter of recommendations from the Facilities Maintenance Superintendent:
 - A. Professional Services Proposal for Engineering Design, Bidding and Construction Phase Services for the former Public Works/Solid Waste Building at 629 West Main Street.
 - B. Award of Construction Contract with Griggs & Maloney, Inc. for renovations of the former Public Works/Solid Waste Building at 629 West Main Street.
- 3) Letter from City Recorder/Finance Director: Acknowledgement of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.
- 4) Letter of recommendations from the Water & Sewer Board:
 - A. Coleman Farm Maintenance Building Construction Project: Change Order No. 2.
 - B. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
 - C. Sealed Bids for Construction Piping Materials.
 - D. Agreement Extension No. 1, January 28, 2016 to January 28, 2017, MWSD Water/Wastewater System Mechanical/Electrical Services Contract.
 - E. N.W. Broad Street Pump Station Replacements: Miscellaneous Allowance and Change Order No. 2.
 - F. Purchase of Vehicles.
- 5) Letter of recommendations from the Parks and Recreation Director: Adams Tennis Complex Change Order No. 3.
- 6) Letter of recommendations from the City Recorder/Finance Director: Request approval to add an Administrative Support Specialist position in the Finance/Tax Department.

- 7) Letter of recommendations from the Airport Manager:
 - A. Approval of Amendment 2 for Runway Extension and Lighting Improvement Grant.
 - B. Approval of Tennessee Aeronautics Grant for Approach Clearing and Lighting.

8) Letter of recommendations from the City Manager to approve Emergency Purchase of Salt and an Emergency Contract Amendment for Kronos.

- 9) Request to hang banner across East Main Street:
 - A. Read to Succeed (Unplug & Read), January 31-February 10, 2017.
 - B. Girl Scouts of Middle Tennessee (Recruitment Event): August 12-22, 2016.

(Insert letters from the Interim Chief of Police, Facilities Maintenance Superintendent, City Recorder/Finance Director, Water & Sewer Board, Parks & Recreation Director, City Recorder/Finance Director, Airport Manager and City Manager here.)

Mr. Shacklett made a motion to approve the Consent Agenda in its entirety. Mr. Washington 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 meeting held on January 7, 2016; special meeting held on January 14, 2016; and regular meeting held on January 14, 2016. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "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, applicants [2015-427]," which passed first reading on January 7, 2016 and second reading on January 14, 2016, 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-65 here.)

An ordinance, entitled "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]," which passed first reading on January 7, 2016 and second reading on January 14, 2016, 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-68 here.)

An ordinance, entitled "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]," which passed first reading on January 7, 2016 and second reading on January 14, 2016, 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-69 here.)

An ordinance, entitled "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]," which passed first reading on January 7, 2016 and second reading on January 14, 2016, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Bill Shacklett
Ron Washington
Doug Young
Shane McFarland

Nay: Rick LaLance
Eddie Smotherman

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

(Insert ORDINANCE 15-OZ-70 here.)

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

(Insert letter dated February 4, 2016 here with regards to Change Order No. 2 for Veterans Parkway Phase 2B, Barfield Road to St. Andrews Drive; Contract for design of John Rice Boulevard, Old Fort Parkway to near Fortress Boulevard; and Construction Contract for Maple Street Alley reconstruction.)

Vice-Mayor Young made a motion to accept the recommendation of the City Engineer to approve Change Order No. 2 to Veteran's Parkway (Southwest Loop Road) Phase 2B from Barfield Road to St. Andrews Drive in the amount of \$497,355.23 for a total construction contract of \$8,416,035.98. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The City Engineer presented a revised letter correcting design limits of John Rice Boulevard from Old Fort Parkway to 2200' southeast of its intersection with Fortress Boulevard instead of Gresham Lane.

Mr. LaLance made a motion to accept the recommendation of the City Engineer to approve a Contract with SEC, Inc. in an amount not to exceed \$281,342.00, funded from TML Loan, for the design of John Rice Boulevard from Old Fort Parkway to 2200' southeast of its intersection with Fortress Boulevard, subject to review and approval by the City Attorney. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to accept the recommendation of the City Engineer to approve the low bid of Rollins Excavating in the amount of \$245,617.50, funded from TML Loan and Stormwater Utility Fund, for reconstruction of Maple Street Alley between West Main Street and West Vine Street, subject to review and approval by the City Attorney. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman addressed the Gateway Pond and requested that the City Engineer come up with a strategic long-range plan to address the current issues.

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

(Insert letter dated February 4, 2016 here with regards to purchase of Network, Video Conferencing and Telephone System Equipment and Services.)

Mr. LaLance made a motion to accept the recommendation of the Fire & Rescue Chief to approve the purchase of equipment to upgrade and implement the network, video conferencing and telephone systems within the Fire & Rescue Department for a total cost of \$219,743.08, funded from savings in the 2010 Capital Improvement Budget. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 26, 2016 here with regards to Professional Services Agreement to assist with legislative issues.)

Mr. LaLance made a motion to accept the recommendation of the City Manager to approve a Professional Services Agreement with Farrar and Bates in the amount of \$36,666.63 with \$16,666.65 funded from budget savings in the Fiscal Year 2016 and the balance included in the proposed Fiscal Year 2017 budget. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The City Recorder presented for approval Special Event Beer Permit Applications for Rutherford County Chamber of Commerce with event locations at: Ferguson Enterprises, 540 New Salem Road (03/08/16); South Walnut Street between West Main Street & West Vine Street (04/12/16); The Grove, 3250 Medical Center Parkway (05/10/16); F & M Bank, 802 Memorial Boulevard (06/14/16); Creekside at Three Rivers, 2744 Ashers Fork Drive (07/12/16); 3343 Memorial Boulevard (09/13/16); and Premier Radiology, 1840 Medical Center Parkway, Suite 101 (10/11/16). A Special Event Beer Permit Application was also presented for Kymari House, Inc. with event to be held at 816 Old Salem Road (02/13/2016) and Children's Museum Corporation d/b/a Discovery Center with event to be held at 502 SE Broad Street (12/01/2016). A Beer Permit Application was presented for Thompson Tobacco and Beer at 2122 N. Thompson Lane, Suite E (ownership change). All requirements had been met by the applicant.

Vice-Mayor Young made a motion to approve the Special Event Beer Permits for Rutherford County Chamber of Commerce, Kymari House, Inc. and Children's Museum Corporation d/b/a Discovery Center and a Beer Permit for Thompson Tobacco and Beer. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Vice-Mayor Young made a motion to approve the following reappointments:

Gateway Commission: Mr. Rick Sain, Mr. Tim Tipps and Mr. Harold Yokley
(Term Expires 10/01/18).

Board of Gas Examiners: Mr. Joseph C. Duncan, II and Mr. Bart Ring
(Terms Expire 09/30/2019).

Risk Management Committee: Mr. Lee Moss (Term Expires 06/30/2018).

Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that Dr. Payne Hardison is retiring from his service on the Airport Commission. The Airport Manager will make a presentation at the next City Council meeting in his honor. An appointment will be considered to fulfill the term of Dr. Hardison at a future meeting as well as an appointment to the Disciplinary Review Board.

The City Recorder indicated there were no statements to consider at this meeting.

Under other business, Mayor McFarland requested that the "Public Comment" meetings scheduled for the first Thursday of each month begin at 6:30 p.m. until further notice. Council concurred.

Mayor McFarland updated the Council on the issue of solid waste and the City's lead to engage professionals for direction in this matter. The City Manager indicated that an RFP was currently being drafted and would be presented to the other municipalities in the County for their input and then advertised for proposals.

There being no further business, Mayor McFarland adjourned this meeting at 7:48 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

February 11, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:00 p.m. on February 11, 2016, 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
David Ives, City Attorney
Melissa Wright, City Recorder/City Treasurer/
Finance Director
Georgia A. Meshotto, Administrative Aide II

This special meeting was held for the purpose of discussing local issues and concerns with the City's new legislative consultant, Mr. J. Russell (Russ) Farrar of Farrar & Bates, State Senators Bill Ketron and Jim Tracy and House of Representatives Bryan Terry and Dawn White. The main topics of discussion addressed funding for road projects; legislation introduced to increase quality of education standards; mass transportation; and annexation restrictions. Other topics addressed were legislature changing ordinances from three readings to two readings; Hall Income Tax changes; delinquent tax bills; undoing some of the unfunded mandates; giving more autonomy to local governments; gasoline tax increased to fund road projects; issues with new computer software for State testing crashing in City schools; human trafficking; illegal heroin distribution; and change laws at State and Federal level regarding mandating prison sentence reform. It was the consensus of Council and the representatives of the Legislature that it would be beneficial to meet a couple times of year to have effective dialogue on issues at State level as well as concerns and needs at the local level. The Legislators were thanked for their support of MTSU and the opening of the Science Building.

There being no further business, Mayor McFarland adjourned this meeting at 6:30 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

February 11, 2016

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, February 11, 2016, 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
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Thomas Laird, Parks & Recreation
Athletics Superintendent
Chad Gehrke, Airport Manager
Georgia A. Meshotto, Administrative Aide II

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

Mayor McFarland stepped down to the podium to present a Proclamation honoring Dr. Payne Hardison for his 19 years of service on the Airport Commission and to the community. Mr. Chad Gehrke, Airport Manager, presented an aerial photograph of the Murfreesboro Municipal Airport signed by members of the Airport Commission and City Council. Dr. Hardison's wife, Evelyn, was present as well as Airport Commission members Steve Waldron, George Huddleston, Jr., and Butch Jones.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Community Development Grant Coordinator: Use of funds through the Affordable Housing Assistance Program for 1016 Shaman Xing and 508 Westgate Boulevard.

2) Letter of recommendations from the Human Resources Director: Revisions to Employee Handbook Section 1025-Retirement.

3) Letter of recommendations from the City Recorder/Finance Director: Murfreesboro City School-2016 State of Tennessee Energy Efficiency Loan.

4) Request to hang a banner across East Main Street: Junior League of Murfreesboro: March 22-April 1, 2016 (Event: "Be Well Boro Health & Wellness Fair").

(Insert letters from the Community Development Grant Coordinator,
Human Resources Director and City Recorder/Finance Director here.)

Mr. Smotherman made a motion to approve the Consent Agenda in its entirety. Vice-Mayor Young 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 16-R-PH-01 adopted by the City Council on January 14, 2016, to consider rezoning for approximately 2.2 acres located along Gresham Lane to be rezoned from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District [2015-429]; Alcorn Properties, applicant. Notice of said public hearing was published in the January 25, 2016 edition of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the requested zoning change for subject property which consists of two parcels located to the east of Gresham Lane and just east of Miranda Drive. Subject property was owned by the Caffey family and annexed in 1996 with an interim zoning classification of Single-Family Residential Fifteen (RS-15) District. Mr. Alcorn has purchased both properties from the Caffey family and has requested the zoning change which would permit by right 32 dwelling units. Surrounding properties to the south are zoned Residential Multi-Family Sixteen (RM-16) and Single-Family Residential Fifteen (RS-15) Districts; single family subdivisions are developed to the west across Gresham Lane in the unincorporated area of Rutherford County; property to the north is zoned Single-Family Residential Fifteen (RS-15) District and a larger parcel zoned Planned Commercial (PCD) District owned by Rutherford County; to the east is Residential Multi-Family Sixteen (RM-16) zoning for the proposed development of Orchard Grove apartment complex. It was noted that the parcel directly to the north is owned by another member of the Caffey family which was included in the Planning Commission study; however, the property owner did not want to be rezoned to multi-family, and the Planning Commission removed that parcel from this request. The Planning Commission conducted a public hearing. One member of the Commission abstained from voting with all other members unanimously voting to approve this request. Mr. David Alcorn was present. There were no questions 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 rezoning along Gresham Lane 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 16-OZ-01 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 2.2 acres along Gresham Lane from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16)

District; Alcorn Properties, applicant [2015-429],” was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, 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 16-R-PH-02 adopted by the City Council on January 14, 2016, to consider rezoning approximately 1.68 acres located along Dill Lane to be rezoned from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Twelve (RM-12) District [2015-432]; Randy Friedsam, applicant. Notice of said public hearing was published in the January 25, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant’s request for Residential Multi-Family Twelve (RM-12) District along Dill Lane for development of a small apartment complex. The property is just north of Harrell Court which is a private street that serves three parcels, one of which is the subject property, and it is located south of East Main Street and just north of Mercury Boulevard which eventually becomes John Bragg Highway. There is one mobile home located on the property; however, the remainder of the property is undeveloped. Adjacent property contiguous with subject property is zoned Residential Multi-Family Twelve (RM-12) District which permits 12 dwelling units per acre. To the west, adjacent property is zoned for residential purposes; however, it is the location of an automotive repair business. Zoning classifications to the north include Planned Commercial Development (PCD) District for an automotive repair business, zoning for single-family residential and multi-family residential uses and Commercial Local (CL) District for the future location of the Ascend Federal Credit Union. Across from Dill Lane is property zoned single family. A TVA tower is located to the south in the area of Harrell Court between subject property and Mercury Boulevard. The applicant, Randy Friedsam, was present. The Planning Commission unanimously recommended approval of this request. There were no comments or questions 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 rezoning along Dill Lane to Residential Multi-Family Twelve (RM-12) 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 16-OZ-02 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.68 acres along Dill Lane from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Twelve (RM-12) District; Randy Friedsam, applicant [2015-432]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: 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 16-R-PH-03 adopted by the City Council on January 14, 2016, to consider rezoning for approximately 8.56 acres located along Franklin Road to be rezoned from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District [2015-433]; Anthony Togrye, applicant. Notice of said public hearing was published in the January 25, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the rezoning request for property located along Franklin Road with frontage on Rucker Lane. Subject property is part of a larger parcel currently owned by River Oaks Community Church who have submitted development plans for a portion of the property for a church but no longer have an interest in keeping the reserved area closest to Franklin Road. The applicant is an orthodontist in the community and has a contract to purchase this portion of the property. The future land use map contained in the General Development Plan for the Blackman Community recommends that this property develop as low-density residential which is intended to permit single-family residential neighborhoods with a density range of 1-4 dwelling units per acre. The proposed request is not consistent with the future land use map; however, the Blackman Plan also recommends "nodal" commercial development patterns centered on major street intersections. The future land use map recommends "commercial" uses at the northeast and southeast corners of the intersection of Franklin Road and Rucker Lane but not at the northwest and southwest corners. The plan describes the "commercial" designation as "general retail, restaurants, and personal services for local residents" with appropriate

zoning districts of Commercial Local (CL), Highway Commercial (CH) or Commercial Fringe (CF) Districts. With the property being at the intersection of Franklin Road and Rucker Lane and with it being cut off from adjacent single-family uses by the church, the applicant and staff feel that it has very little utility for single-family residential development and is more appropriate for commercial development. The church itself will act as a proposed buffer for the Commercial Fringe (CF) District and the existing single family County subdivisions. To the east, across Rucker Lane, is the Victory Village Shopping Center with a Publix store; to the north, at the intersection of Battalion Drive, Fortress Boulevard and Franklin Road/HWY 96, is more of the Victory Station commercial development and a gas station. Across Franklin Road from subject property are parcels zoned Residential Single-Family Fifteen (RS-15) District which are largely undeveloped. It is expected that, at some time in the future, these parcels will come forward with a request other than single family zoning. She pointed out that Highway Commercial zoning requests are typical along major arterials such as Franklin Road. The applicant requested Commercial Fringe instead of Highway Commercial because it would allow uses that give a better comfort level and allow him to do the type of development that he hopes to pursue with a medical office. Mr. Matt Taylor, SEC, Inc. was present to represent the applicant and answer questions from the Council. The Planning Commission conducted a public hearing and unanimously recommended to approve this zoning change request. Ms. Green addressed questions regarding the use of Commercial Local (CL) District which typically is not recommended because the uses can include duplexes, quads and commercial uses whereas the use as a dental office falls more under the classification of Commercial Fringe (CF) or Office General (OG) Districts. There were no other comments or 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 along Franklin Road to Commercial Fringe (CF) District do so at this time.

Mr. Joe Meshotto, 137 Cottonwood Drive (Green Meadows Subdivision), stated that his property is located west of subject property and the church property. The "T" shaped portion of the property to the west behind the duplexes on Franklin Road has a big drainage pond which was set aside for drainage from the Green Meadows Subdivision. Now that the church is developing, his concern is that more water will go into that pond causing even more flooding than seen in past years behind the duplexes. He just wanted to make sure that the City takes a real close look at where the water will drain off from this parking lot on the corner when developed.

There were no others 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.

Mayor McFarland asked that staff put into the record that drainage will be taken care of during site plan review. Ms. Green indicated she assists with the site plan review process and would point out to the Engineering Department the importance of the drainage issue. Mr. Matt Taylor of SEC, Inc. and representing the applicant said, since there are no specific development plans, they could not present a defined drainage plan; however, in the preliminary conversations with planning and engineering staff on storm water, diverting that water toward HWY 96/Franklin Road was discussed which would have a much better defined drainage system than the pond being eluded to. He has already identified that as an issue and would be on the lookout for that whenever site plans come out if zoning is successful. Mr. Smotherman questioned if this lot would not be able to release any water at a greater rate than it would currently release it today. Mr. Taylor said that is correct, but that is why they would look at the drainage going toward HWY 96. The larger issue that Mr. Meshotto is looking at with the pond is that it does not have a good outfall. The church is expanding the pond to make it larger but, if memory serves him correctly, it is as large as it can go right now so the water would have to go a different direction. Mr. Smotherman said a good drainage system on this property would actually improve the situation.

An ordinance, entitled "ORDINANCE 16-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 8.56 acres along Franklin Road from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District; Anthony Togrye, applicant [2015-433]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, 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

Mr. LaLance requested that staff be cautious when making decisions that are opposite of the Land Use Plan. He supported this request but did not want it to appear or mean that it should continue on to every link to this piece of property.

Mr. Robert Lewis, Staff Planner, presented the following letter of recommendations from Planning Commission to the Council:

(Insert letter dated February 5, 2016 here requesting to schedule public hearings to consider Annexation Plan of Services & Annexation Petition along NW Broad Street; Amendment to Cedar Retreat PRD; Rezoning (PRD) along Manson Pike (Maddington Park); Amendment to Marymont Springs Mansion Estates PUD; Rezoning (PCD) at 3281 Siegel Road (Academy at Siegel); and Zoning (PRD & GDO-1) at 3726 Manson Pike (Springfield Apartments), simultaneous with annexation.)

The following RESOLUTION 16-R-PH-04 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 16-R-PH-04 here to schedule a public hearing for March 3, 2016 to consider a proposed amendment to approximately 25.6 acres in the Planned Residential Development (PRD) District located along Florence Road in the Cedar Retreat PRD [2016-405]; Donald Henley Construction, applicant.)

The following RESOLUTION 16-R-PH-05 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 16-R-PH-05 here to schedule a public hearing for March 3, 2016 to consider a proposed amendment to rezone approximately 11 acres along Manson Pike (Maddington Park) from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District [2016-401]; David Alcorn, applicant.)

The following RESOLUTION 16-R-PH-06 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 16-R-PH-06 here to schedule a public hearing for March 3, 2016 to consider a proposed amendment to approximately 26 acres in the Planned Unit Development (PUD) District located along Rucker Lane in the Marymont Springs Mansion Estates PUD [2016-404]; Bob Parks and David Alcorn, applicant.)

The following RESOLUTION 16-R-PH-07 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 16-R-PH-07 here to schedule a public hearing for March 3, 2016 to consider a proposed amendment [2016-402] to rezone approximately 2.3 acres at 3281 Siegel Road from Single-Family Residential (RS-15) District to Planned Commercial Development (PCD) District (Academy at Siegel); Cornerstone Development, applicant.)

The following RESOLUTION 15-R-PH-56.1 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-56.1 here to schedule a public hearing for March 10, 2016 to consider zoning of approximately 17.3 acres located at 3726 Manson Pike as Planned Residential Development (PRD) District (Springfield Apartments) and Gateway Design Overlay One (GDO-1) District, simultaneous with annexation [2016-403]; Hunter/McDowell Development, applicant.)

The following RESOLUTION 16-R-PH-08 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 16-R-PH-08 here to schedule a public hearing for April 7, 2016 to consider an annexation Plan of Services and annexation petition for approximately 3.7 acres located along NW Broad Street [2016-503]; Ron Buck, applicant.)

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

(Insert letter dated February 11, 2016 here regarding RESOLUTION 16-R-03 to reimburse expenditures incurred for a Soccer Practice Facility and RESOLUTION 16-R-04 authorizing the one-time sale, possession and use of beer at Richard Siegel Park during the 2017-18 Soccer Fest.)

The following RESOLUTION 16-R-03 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. 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 16-R-03 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the practice soccer fields project at Jordan Farm, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.)

The following RESOLUTION 16-R-04 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. 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 16-R-04 here authorizing the one-time sale, possession and use of beer at Richard Siegel Park during the 2017 and 2018 Soccer Fest pursuant to the terms of the Use Agreement.)

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

(Insert letter dated February 8, 2016 here with regards to hiring Cumberland Securities of Knoxville to provide Financial Advisory Services on City debt issues.)

Mr. Shacklett made a motion to accept the recommendation of the Assistant City Manager to employ Cumberland Securities of Knoxville to serve as the City's Financial Advisor on upcoming debt transactions subject to final approval of agreement by the City Legal Department. Mr. Washington seconded the motion and all members of the Council present voted "Aye" except Mr. LaLance voted "Abstain".

Upon recommendation of Mayor McFarland, Mr. Shacklett made a motion to appoint Mr. David Gray to replace Ms. Elodie A. Batts on the Disciplinary Review Board (Term Ending 09/30/2021) and appoint Mr. James Jones to fulfill the term of the retiring Dr. Payne Hardison on the Airport Commission (Term Ending 02/28/2017). Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented a Beer Permit Application for M'boro City Limits Liquors & Wine, 5353 NW Broad Street (new location). She noted that this

location is currently a retail package store that is closed but plans are to reopen with new owners, and they would like to sell beer while in the application process for opening a retail package store. Once that application has been approved, ABC in Nashville would oversee the Beer Permit. All background requirements have been met with the exception of building and codes which is pending at this time.

Vice-Mayor Young made a motion to approve a Beer Permit for M'boro City Limits Liquors & Wine subject to successful completion of all building and codes requirements. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

There being no further business, Mayor McFarland adjourned this meeting at 7:48 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 16-OZ-01 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 2.2 acres along Gresham Lane from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District; Alcorn Properties, applicant [2015-429].

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

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

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



BRAXTON BRAGG DR

PCD

MIRANDA DR

RM-16

Area Rezoned
from RS-15 to RM-16

RS-15

GRESHAM LN

CH

AARON CT



Ordinance 16-OZ-01

ORDINANCE 16-OZ-02 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.68 acres along Dill Lane from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Twelve (RM-12) District; Randy Friedsam, applicant [2015-432].

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 Multi-Family Twelve (RM-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

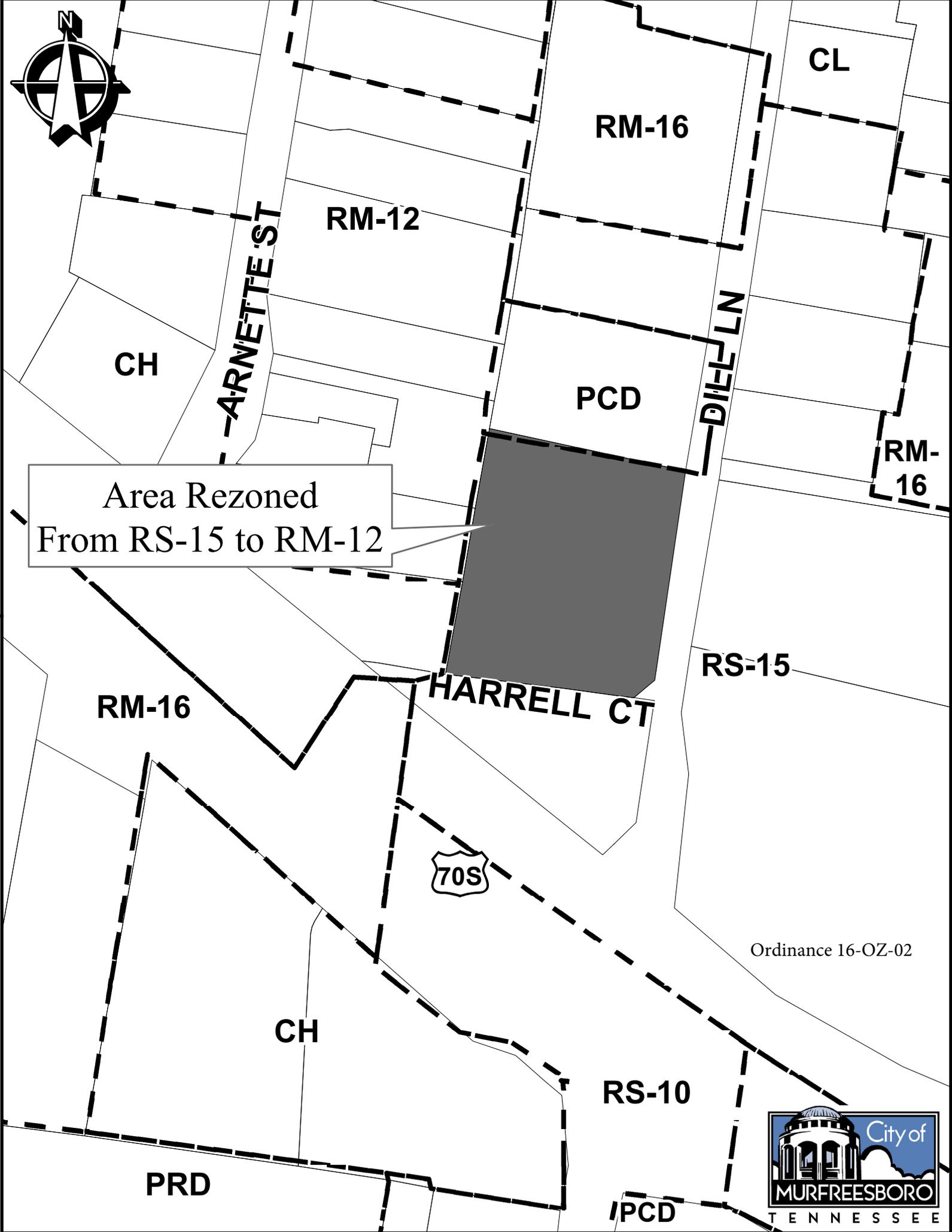
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



Area Rezoned
From RS-15 to RM-12



Ordinance 16-OZ-02



ORDINANCE 16-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 8.56 acres along Franklin Road from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District; Anthony Togrye, applicant [2015-433].

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 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 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:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



Area Rezoned
from RS-15 to CF

RS-15



PUD

COTTONWOOD DR

CASTLEWOOD CT

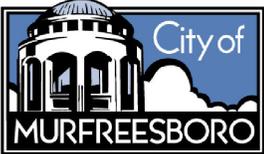
BIRCHWOOD CIR

RUCKER LN

SWANHOL

MEADOWWOOD DR

Ordinance 16-OZ-03



RS-10

TENNESSEE

No Digital Copy



... creating a better quality of life

February 25, 2016

Honorable Mayor and Members of City Council:

RE: Approval to Hire Johnson + Bailey Architects P.C. for Architectural Services for New Fire Station on Medical Center Parkway

As an item for the agenda, it is the recommendation of the Fire Chief that City Council enter into an agreement with Johnson + Bailey Architects P.C. to provide architectural services for the new fire station on Medical Center Parkway.

Background

The Capital Improvement Plan for 2016 proposes to move Fire Station 4 from Jones Boulevard to Medical Center Parkway. Fire Station 4 needs to be reconstructed due to the age of the facility, height and length of the bay, and small size of the building. Fire Station 4 was built in 1959. The cost to renovate the aging structure is not feasible. The station cannot house a large aerial due to the size of the bay nor can the station be renovated to create a female locker room and restroom due to the size of the building. MFRD is proposing to move the location of the station to Medical Center Parkway instead of reconstructing the fire station on the existing lot. The City owns property on Medical Center Parkway which would be ideal for the relocation of Fire Station 4. Station 4 would be located closer to an area of the City that has multi-story structures and commercial businesses including the hospital and several hotels. MFRD needs a 100' aerial in the area to cover these multi-story structures. The City's ISO rating would be positively enhanced by having a faster response with a 100' aerial.

Staff has evaluated the city owned property to ensure it is appropriate for use as a fire station. This includes an evaluation by the transportation engineer regarding sight lines for both vehicular traffic and fire apparatus operators. Staff has determined that this location is appropriate for a fire station location.

Staff recommends approval of an agreement with Johnson + Bailey Architects, P.C. to provide architectural and structural services to the City of Murfreesboro for this project. Architectural services will include design development, construction documents, bidding or negotiation, and construction phase services. Johnson + Bailey Architects, P.C. proposed architectural fee will be \$123,570.

Fiscal Impact

Funds of \$1,925,000 are included in the 2016 Capital Improvement Plan for the relocation of Fire Station 4. This estimated amount includes construction cost and architectural fee.

Recommendation

It is recommended that City Council enter into an agreement with Johnson + Bailey Architects P.C. to provide architectural services for \$123,570.

Attachment

AIA Contract with Johnson + Bailey Architects, P.C.

Respectfully submitted,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder



Medical Center Parkway



Path: G:\Virel\1407medicalcenterpkwy.mxd



GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesboro.gov



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth (19th) day of January in the year Two Thousand Sixteen (2016)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Architect:
(Name, legal status, address and other information)

Johnson + Bailey Architects P.C.
100 East Vine Street
Suite 700
Murfreesboro, Tennessee 37130

for the following Project:
(Name, location and detailed description)

Murfreesboro Fire & Rescue Department
Station No. 4
Medical Center Parkway
J+B No. 1602

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

New fire station on an un-developed site located on the south side of Medical Center Parkway. Project budget is \$1,925,000.00.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	
	State Farm Insurance Company	\$1,000,000.00
.2	Automobile Liability	
	State Farm Insurance Company	\$1,000,000.00
.3	Workers' Compensation	
	State Farm Insurance Company	\$ 100,000.00
.4	Professional Liability	
	XL Group Insurance	\$1,000,000.00

2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect's Instruments of Service shall comply with requirements imposed by governmental authorities having jurisdiction over the Project including, but not limited to, applicable ADA standards. Architect shall use the standard care utilized by other architects in designing projects under the applicable standards, in identifying requirements imposed by governmental authorities, and shall identify to the Owner requirements that may be interpreted in different ways of which conflict with other requirements.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

Init.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

Init.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect & Owner	
§ 4.1.2 Multiple preliminary designs	Architect's Basic	

	Services	
§ 4.1.3	Measured drawings	Not Provided
§ 4.1.4	Existing facilities surveys	Not Provided
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided
§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided
§ 4.1.7	Civil engineering	Architect's Basic Services
§ 4.1.8	Landscape design	Architect's Basic Services
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided
§ 4.1.11	Detailed cost estimating	Not Provided
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided
§ 4.1.13	Conformed construction documents	Not Provided
§ 4.1.14	As-Designed Record drawings	Not Provided
§ 4.1.15	As-Constructed Record drawings	Not Provided
§ 4.1.16	Post occupancy evaluation	Not Provided
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided
§ 4.1.18	Tenant-related services	Not Provided
§ 4.1.19	Coordination of Owner's consultants	Architect's Basic Services
§ 4.1.20	Telecommunications/data design	Not Provided
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided
§ 4.1.22	Commissioning (B211™–2007)	Not Provided
§ 4.1.23	Extensive environmentally responsible design	Not Provided
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided
§ 4.1.25	Fast-track design services	Not Provided
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

None

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

(Paragraphs deleted)

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

(Paragraphs deleted)

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Weekly visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall assist Owner in obtaining these.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Architect shall assist Owner in obtaining these.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

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granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

(Paragraph deleted)

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A percentage of construction cost calculated by the formula $35/([\text{Log P}-1.15])$ where P is the contract construction cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates for services indicated in this Agreement, Not To Exceed a mutually agreed upon maximum cost.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates for services indicated in this Agreement, Not to Exceed a mutually agreed upon maximum cost.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)

Schematic Design Phase	Fifteen Percent	(15%)
Design Development Phase	Twenty Percent	(20%)
Construction Documents Phase	Forty Percent	(40%)
Bidding or Negotiation Phase	Five Percent	(05%)
Construction Phase	Twenty Percent	(20%)
Total Basic Compensation	One Hundred Percent	(100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architectural Services	
Principal Architect	\$175.00 Per Hour
Staff/Intern Architect	\$125.00 Per Hour
Interior Designer	\$100.00 Per Hour
Field Representative	\$ 85.00 Per Hour
Draftsman	\$ 85.00 Per Hour
Administrative Personnel	\$ 65.00 Per Hour
Structural Engineering Services	
Principal Engineer	\$150.00 Per Hour
Staff Engineer	\$110.00 Per Hour
Draftsman	\$ 70.00 Per Hour
Administrative Personnel	\$ 40.00 Per Hour
Mechanical and Electrical Engineering Services	
Principal Engineer	\$150.00 Per Hour
Staff Engineer	\$105.00 Per Hour
Field Representative	\$105.00 Per Hour
Draftsman	\$ 85.00 Per Hour
Administrative Personnel	\$ 55.00 Per Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Three 3%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

OWNER

City of Murfreesboro

(Signature)

Shane McFarland, Mayor

Date: _____

(Printed name and title)

ARCHITECT

Johnson + Bailey Architects P.C.

(Signature)

James H. Bailey, III President

Date: January 19, 2016

(Printed name and title)

OWNER

APPROVED AS TO FORM:

(Signature)

David Ives,
City Attorney

Date: _____

(Printed name and title)

Additions and Deletions Report for AIA® Document B101™ – 2007

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PAGE 1

AGREEMENT made as of the Nineteenth (19th) day of January in the year Two Thousand Sixteen (2016)

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Johnson + Bailey Architects P.C.
100 East Vine Street
Suite 700
Murfreesboro, Tennessee 37130

...

Murfreesboro Fire & Rescue Department
Station No. 4
Medical Center Parkway
J+B No. 1602

PAGE 2

New fire station on an un-developed site located on the south side of Medical Center Parkway. Project budget is \$1,925,000.00.

...

To be determined

...

To be determined

PAGE 3

State Farm Insurance Company \$1,000,000.00

...

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User Notes:

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State Farm Insurance Company \$1,000,000.00

...

State Farm Insurance Company \$ 100,000.00

...

XL Group Insurance \$1,000,000.00

2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect's Instruments of Service shall comply with requirements imposed by governmental authorities having jurisdiction over the Project including, but not limited to, applicable ADA standards. Architect shall use the standard care utilized by other architects in designing projects under the applicable standards, in identifying requirements imposed by governmental authorities, and shall identify to the Owner requirements that may be interpreted in different ways of which conflict with other requirements.

PAGE 4

3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

PAGE 6

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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§ 3.6.6.4 The Architect shall review, approve and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

...

§ 4.1.1	Programming (B202™-2009)	<u>Architect & Owner</u>	
§ 4.1.2	Multiple preliminary designs	<u>Architect's Basic Services</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	<u>Not Provided</u>	

§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect's Basic Services	
§ 4.1.8	Landscape design	Architect's Basic Services	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect's Basic Services	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

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None

PAGE 10

- ~~.6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 — Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 — Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 — Evaluation of the qualifications of bidders or persons providing proposals;~~

...

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 — Evaluating an extensive number of Claims as the Initial Decision Maker;~~

...

- .1 ~~()~~ One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~()~~ Weekly visits to the site by the Architect over the duration of the Project during construction
- .3 ~~()~~ One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall assist Owner in obtaining these.

PAGE 11

Architect shall assist Owner in obtaining these.

PAGE 13

Litigation in a court of competent jurisdiction

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~~§ 8.3 ARBITRATION~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

~~§ 9.7~~ Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

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~~§ 10.8~~ If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

...

A percentage of construction cost calculated by the formula 35/([Log P-1.15] where P is the contract construction cost.

...

Hourly rates for services indicated in this Agreement, Not To Exceed a mutually agreed upon maximum cost.

...

Hourly rates for services indicated in this Agreement, Not to Exceed a mutually agreed upon maximum cost.

~~§ 11.4~~ Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

...

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)

Construction Documents Phase	percent—(%)
Bidding or Negotiation Phase	percent—(%)
Construction Phase	percent—(%)
Total Basic Compensation	one hundred percent—(100 %)
<u>Schematic Design Phase</u>	<u>Fifteen Percent</u>	<u>(15%)</u>
<u>Design Development Phase</u>	<u>Twenty Percent</u>	<u>(20%)</u>
<u>Construction Documents Phase</u>	<u>Forty Percent</u>	<u>(40%)</u>
<u>Bidding or Negotiation Phase</u>	<u>Five Percent</u>	<u>(05%)</u>
<u>Construction Phase</u>	<u>Twenty Percent</u>	<u>(20%)</u>
Total Basic Compensation	One Hundred Percent	(100%)

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Architectural Services

<u>Principal Architect</u>	<u>\$175.00 Per Hour</u>
<u>Staff/Intern Architect</u>	<u>\$125.00 Per Hour</u>
<u>Interior Designer</u>	<u>\$100.00 Per Hour</u>
<u>Field Representative</u>	<u>\$ 85.00 Per Hour</u>
<u>Draftsman</u>	<u>\$ 85.00 Per Hour</u>
<u>Administrative Personnel</u>	<u>\$ 65.00 Per Hour</u>

Structural Engineering Services

<u>Principal Engineer</u>	<u>\$150.00 Per Hour</u>
<u>Staff Engineer</u>	<u>\$110.00 Per Hour</u>
<u>Draftsman</u>	<u>\$ 70.00 Per Hour</u>
<u>Administrative Personnel</u>	<u>\$ 40.00 Per Hour</u>

Mechanical and Electrical Engineering Services

<u>Principal Engineer</u>	<u>\$150.00 Per Hour</u>
<u>Staff Engineer</u>	<u>\$105.00 Per Hour</u>
<u>Field Representative</u>	<u>\$105.00 Per Hour</u>
<u>Draftsman</u>	<u>\$ 85.00 Per Hour</u>
<u>Administrative Personnel</u>	<u>\$ 55.00 Per Hour</u>

...

- ~~.1—Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2—Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.5—Postage, handling and delivery;~~
- ~~.6—Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9—All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10—Site office expenses; and~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

Expenses directly attributable to termination for which the Architect is not otherwise compensated.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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%—Three 3%

...

None

...

~~2~~— AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

...

None

...

OWNER

City of Murfreesboro

ARCHITECT

Johnson + Bailey Architects P.C.

...

Shane McFarland, Mayor

Date:

James H. Bailey, III President

Date: January 19, 2016

...

OWNER

APPROVED AS TO FORM:

(Signature)

David Ives,

City Attorney

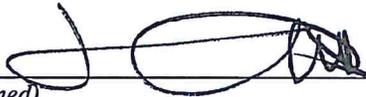
Date:

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James H. Bailey, III, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:08:09 on 01/19/2016 under Order No. 8193487275_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

1/19/16

(Dated)



... creating a better quality of life

February 19, 2016

REGULAR AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Revisions to Employee Handbook Section 1041-Employee Timekeeping

Background

On February 8, the City launched the KRONOS® Workforce Central™ ("KRONOS") as the City's official employee attendance and timekeeping system. This system requires all employees to approve an electronic time card every Monday morning. In response to concerns raised by some employees, City staff has identified a need to clarify exactly what an employee is certifying as accurate when an employee approves the employee's own time card in the KRONOS timekeeping system. To this end, I am recommending the following revision to Employee Handbook Section 1041.

This revision, which appears as a new subsection (e)(4) in the attached document, provides:

A non-exempt employee by approving the employee's own time card is certifying that the clock-in and clock-out times recorded in KRONOS accurately reflect the employee's attendance and time worked (including any paid breaks) on each day appearing on the time card. In addition, by approving a time card, an employee, whether non-exempt or exempt, is certifying that any Exception Hours recorded on the time card are true and accurate. Provided all such entries are accurate, employees will not be held accountable nor subject to discipline for the automated time calculations reflected in the daily or period columns of their time cards.

This addition constitutes a clarification of, rather than a substantive change to, current policy.

Fiscal Impact

The proposed revision will have no fiscal impact.

Concurrences

The Human Resources Department and Legal Department concur with these recommended changes.

Recommendation

It is recommended that City Council approve the attached revision of Section 1041 of the Employee Handbook to be effective immediately upon approval.

Attachments

1. Employee Handbook Section 1041, as proposed

Sincerely,

Robert J. Lyons
City Manager

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 1041 **Date: xx-xx-16**

Supersedes Section No: **Dated: 2-4-16**

Subject: Employee Timekeeping

Approved: Robert J. Lyons, City Manager _____

(a) Purpose and Scope

The purpose of this policy is to provide uniform rules and guidance regarding use of the City's employee attendance and timekeeping system. This policy applies to all City employees.

(b) Policy Statement

The City maintains time and leave/attendance records for non-exempt employees and leave/attendance records for exempt employees in accordance with the Fair Labor Standards Act (FLSA) and other applicable state and federal laws. To ensure that employees are paid in accordance with these laws, employee time and attendance records shall accurately reflect attendance and time worked. Employees are responsible for accurately reporting their attendance and time worked in accordance with the procedures and guidelines set forth in this policy. Misrepresentation of time worked and falsification of time records are violations of the law and City policy and will result in disciplinary action up to and including termination.

For employees who are classified under the Fair Labor Standards Act (FLSA) as being "non-exempt", compensation is determined on an "hours worked" basis, using ¼ hour as the means of measurement. For employees classified under the FLSA as being "exempt", compensation is based on a "days worked" or "shift worked" basis.

(c) Definitions

(1) "Buddy punching" -- The act of clocking-in or out for another employee.

(2) "Clock-In (Out)/Punch-In (Out) /Swipe-In (Out) – The act of recording in KRONOS the time when an employee starts or ends work, whether at the beginning or end of a workday, meal, or mid-shift absence from work, whether by sliding the employee's

ID badge through the slot on a time clock or by using the time stamp method on a computer or mobile application to enter such data into KRONOS.

(3) “Exception Hours” – Paid or unpaid time that is outside of regular work hours and/or salary. Exception hours include, but are not limited to: paid sick and vacation leave, overtime, call-in-to duty, standby, jury duty, family medical leave, leave without pay, workers’ compensation, etc.

(4) “Exempt Employees” – An employee who is exempt from minimum wage, overtime pay and certain recordkeeping requirements of the Fair Labor Standards Act.

(5) “Fair Labor Standards Act (“FLSA”) – A Federal law that was enacted in 1938. It protects workers by setting standards for minimum wages, overtime pay, recordkeeping, and youth labor.

(6) “Non-Exempt Employees” – An employee who is covered by the minimum wage and overtime provisions of Fair Labor Standards Act.

(7) “Time Periods” -- City employees record time worked based on either a work week or a work period/tour of duty basis.

(8) “Work off the Clock” - Any work performed for the City by a non-exempt employee that is not properly recorded by the employee, and, therefore, neither compensated by the City nor counted toward the employee’s hours for purposes of calculating any overtime. Employees who work off the clock may be subject to disciplinary action up to and including termination.

(9) “Work period/tour of duty” - The FLSA permits work periods longer than a 40 hour work week for purposes of determining an employee’s entitlement to overtime pay. Employees of the Fire & Rescue Department assigned to a work period/tour of duty work a 28-day schedule; the schedules for the current year are on file with that Department. Employees of the Police Department assigned to a work period/tour of duty work a 21-day schedule; the schedule for the current year is on file with that Department.

(10) “Work Week” – A seven (7) day work week is used as the basis for time keeping for all employees except for those firefighters and police officers who are assigned to a work period/tour of duty schedule. The work week for all City departments, other than the Water and Sewer and Police Departments, is Sunday through Saturday. The work week for the Water and Sewer Department is Thursday through Wednesday. The work week for the Police Department is Monday through Sunday.

(d) Designation of Timekeeping System; Official Records

(1) The City has implemented and utilizes KRONOS® Workforce Central™ (“KRONOS”) as its official employee attendance and timekeeping system. KRONOS collects actual time entered by the employees using a time clock, computer, or mobile application. This data is subsequently transferred to the City’s payroll system. KRONOS tracks and manages employee hours, which are then transmitted to the City’s payroll system.

(2) The KRONOS electronic timekeeping system and associated work records are the official basis for recording hours worked for all non-exempt City employees. Absence and leave records (e.g., vacation, sick days, FMLA leave, etc.) will also be recorded in KRONOS.

(3) Data recorded in the KRONOS system shall be considered as the official record of non-exempt employees’ hours worked and all employees’ attendance. Any disputes over attendance or actual hours worked shall be resolved by referring to the official KRONOS records.

(e) Responsibilities of Employees

(1) Non-exempt employees must record their individual time and attendance via the KRONOS system for each day they actually work or are scheduled to work. Non-exempt employees must clock in and out at the beginning and end of each scheduled workday. Non-exempt employees must also clock in and out at the beginning and completion of meal periods, except as otherwise provided by departmental policy. In addition, non-exempt employees leaving work during the workday for personal reasons must clock out when leaving and back in when returning. Complete and accurate reporting of work time and attendance is essential to ensure employees are compensated for all time worked.

(2) Exempt employees are not required to clock-in at the beginning or clock-out at the end of their scheduled workdays.

(3) All employees, exempt and non-exempt, must make leave requests via KRONOS. All employees must accurately and completely report via KRONOS any period of leave, e.g., vacation, sick leave, family medical leave, etc. Because leave requests require supervisory or administrative approval, all planned leave requests must be submitted in advance via KRONOS. In addition to making a KRONOS request, employees may also be required to submit leave requests in accordance with a departmental policy approved under (f)(7). In the event of an unexpected absence from work, employees should contact their supervisors in accordance with City and departmental policies. The supervisor is then responsible for entering the employee’s leave hours in KRONOS. It is then the employee’s responsibility for verifying these hours upon returning to work.

(4) A non-exempt employee by approving the employee's own time card is certifying that the clock-in and clock-out times recorded in KRONOS accurately reflect the employee's attendance and time worked (including any paid breaks) on each day appearing on the time card. In addition, by approving a time card, an employee, whether non-exempt or exempt, is certifying that any Exception Hours recorded on the time card are true and accurate. Provided all such entries are accurate, employees will not be held accountable nor subject to discipline for the automated time calculations reflected in the daily or period columns of their time cards.

(f) Responsibilities of Department Heads and Supervisors

(1) It is the responsibility of each Department Head or the Department Head's designee(s) to create and maintain current and accurate schedules for all non-exempt employees within the department in the KRONOS system.

(2) Department Heads and Supervisors are responsible for ensuring that all employees under their supervision are educated regarding this policy and that all employees comply with the requirements of this policy. It is the responsibility of Department Heads and supervisors to ensure that this policy is administered fairly and uniformly with respect to all employees under their supervision.

(3) Each Department Head may designate one or more supervisors within their department to review and approve time for department employees. In smaller departments, the Department Head may fulfill this supervisory function.

(4) A department's designated supervisor(s) must review time records on a daily basis and approve employee time and attendance on a weekly basis. A supervisor is responsible for any inaccuracy or omission of which the supervisor is aware at the time the time record was approved.

(5) A department's designated supervisors are responsible for making all necessary and appropriate corrections and adjustments to employee time records. By approving a time record, a supervisor is attesting that to the best of the supervisor's knowledge the time record is complete and accurate. Supervisors may adjust a non-exempt employee's clock in and/or clock out time to correct the record but shall not edit with the intent to avoid, decrease, or increase overtime compensation.

(6) If a supervisor is or plans to be absent from work and is or will be unable to access the system remotely, the supervisor may delegate their authority in KRONOS to any other supervisor who has been assigned a manager license within their department. The delegation feature within KRONOS logs the ID in the audit records of both the supervisor of record and the delegatee on each transaction during this period. Supervisors shall not allow another employee to log in under their own KRONOS ID.

(7) Department Heads are authorized to create specific protocols and rules regarding time and attendance and the use of time keeping devices within that department to supplement this policy, subject to approval by the Human Resources Director and City Attorney, and provided such protocols and rules are not more generous than those contained in this policy.

(g) Identification badges

The Human Resources Department will issue every non-exempt employee an identification badge to be used for reporting time and attendance in KRONOS. Identification badges are the property of the City and are issued to non-exempt employees to facilitate accurate timekeeping. They are not provided for security or safety purposes. Employees are responsible for retaining their identification badges and must notify their immediate supervisor immediately if their badge is lost, stolen, or damaged. A \$5 fee will be assessed by payroll deduction for each replacement badge(s) issued to an employee that is lost or stolen; the first replacement badge will be replaced at no charge. Employees will be required to return their identification badge upon termination of employment from the City.

(h) KRONOS Mobile Application

(1) Upon the recommendation of a Department Head and approval of the Human Resources Department, employees may be provided the option, but shall not be required, to report their time and attendance using the KRONOS Mobile application, which can be downloaded to an employee's City-issued or personal mobile device. Among other features, this application enables employees to record time entries, request leave, review time records, and review benefit accruals. In addition, supervisors may use the mobile application to review and approve time entries of departmental employees. The KRONOS Mobile application may be downloaded by using the iTunes App Store, GooglePlay, and certain other applications. There is no fee for the application; however, employees assume full responsibility for any data charges associated with downloading the application and all terms and conditions of entering into licensing agreements upon downloading and installing the KRONOS Mobile application software on a personal mobile.

(2) The KRONOS mobile application has a Global Positioning System (GPS) interface that identifies the location coordinates of an employee's physical location when the employee clocks in or out. The GPS does not track an employee's whereabouts before or after a time entry is made, even if the application remains open. Accordingly, the City will be able to determine an employee's location only as of the time a time entry is made. The GPS interface does not record locational data at any other time.

(3) Employees electing to use the KRONOS Workforce Mobile application will be required to sign a KRONOS Workforce Mobile User Agreement and Authorization.

(i) Time-Reporting Procedures

(1) When time is to be reported.

(A) Every non-exempt employee shall clock in at the employee's work-start time and clock out and depart at the employee's work-end time. This requirement applies to both regularly scheduled work and other work approved by an employee's supervisor.

(B) Non-exempt employees should clock in/out as close to their designated start/end time as possible. Non-exempt employees have a seven-minute grace period to clock in prior to the start of their scheduled start time. Employees may voluntarily choose to clock in up to seven minutes prior to their scheduled start time. At the end of the work day, employees should stop working and promptly clock out within seven minutes of their scheduled end time.

(C) Non-exempt employees shall not begin work or clock in more than 7 minutes before their scheduled start time without authorization from a supervisor or Department Head. Non-exempt employees shall not keep working or clock out more than 7 minutes after their scheduled end time without authorization from a supervisor or Department Head. Provided, however, that nothing in this subsection authorizes an employee to work "off the clock"; all clock-in/clock-out times must be accurate.

(D) Employees must not perform work activities outside of their scheduled shift or during their meal period without approval from their supervisor. Employees who perform such work without the approval from their supervisor, will be compensated for such work but may be subjected to disciplinary action up to and including termination.

(2) Method of Reporting Time.

Employees may clock in and out by:

(A) Swiping their identification badge at a KRONOS time clock located at their assigned facility;

(B) Accessing KRONOS via their computer (if a license has been assigned to the employee's computer) or an Internet enabled workstation at their assigned facility; or

(C) If authorized by a Department Head, using the KRONOS Workforce Mobile application on a mobile device.

Each employee will be assigned a “home” time clock that is closest to the employee’s primary work location. Employees should always clock in and out at this location, unless their job duties require them to be away from their primary work location, in which case an employee may clock in and out at the City facility where the employee is working.

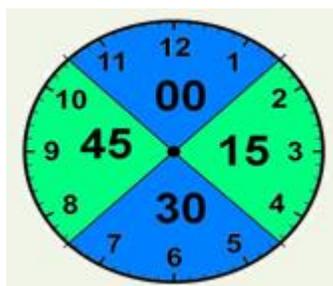
(3) Rounding of Time Entries.

(A) In order to maintain consistent time reporting City-wide, the KRONOS system rounds punches to the nearest 15 minutes for “in” and “out” punches. Punches for meal periods round based upon the total minutes taken for the unpaid time taken during meal periods. These practices are consistent with the FLSA and have been approved by the U.S. Department of Labor.

(B) The actual punch appears on the time record, however, the Shift, Daily, and Cumulative totals are rounded. Rounding does not change the employee’s regularly scheduled work times nor does it change the early or late indicators on the employee’s electronic time record.

(C) In order to round to 15 minutes, the actual rounding occurs on punches between 7 and 8 minutes. Punches at the beginning of the shift and the end of the shift round based on the actual punch time. For example, punches from 7:53 AM to 8:07 AM round to 8:00 AM, punches from 8:08 AM to 8:22 AM round to 8:15 AM.

(D) Punches that occur mid-shift such as those associated with an unpaid meal break round based on the total minutes taken for the unpaid time. For example, if the lunch punch out is 12:07 PM and the lunch punch in is 12:44 PM the lunch period is 37 minutes in length, therefore the total lunch time is rounded to 30 minutes. If a lunch punch out is 12:07 PM and lunch punch in is 12:45 PM the lunch period is 38 minutes and therefore the total lunch time is rounded to 45 minutes. The following graphic represents these rounding rules.



(4) Missed Punches and Adjustments.

(A) Supervisors are required to review their assigned employees’ time records on a daily basis and should edit or adjust an employee’s time record only when

the record contains a mistake (e.g., when incorrect leave information is entered, as a result of a “missed or double punch”) or when exception hours need to be entered or edited in the record.

(B) For purposes of this policy, a “missed punch” includes failure to clock in or out at the beginning or end of a workday, meal time, or absence from work during the workday for personal reasons. Employees who miss a punch should notify their supervisor of their missed punch and under no circumstances may an employee adjust their own time record. Employees who consistently miss recording their time in the KRONOS system may be subject to disciplinary action up to and including termination.

(C) Employees should work with their supervisors to correct any error in their time records as soon as the error is detected to avoid any inaccuracies or delays in pay or leave balances. Likewise, employees should work with their supervisors to ensure that any exception hours are reflected accurately and completely on their time records.

(D) Employees should first address any concerns regarding their time record to their supervisor. If the supervisor is unable to resolve a concern to an employee’s satisfaction, either the employee or the supervisor may elect to forward the concern to a higher-level supervisor or Department Head for resolution, who should consult with the Human Resources and/or Legal departments as is needed to resolve the issue.

(5) Power/System failures.

(A) Time clocks generally will continue to collect data during power outages or when it appears as if the clock or system is malfunctioning. In the event of a power outage or a suspected clock or system malfunction, employees should continue to record their time-in and/or time-out and immediately inform their supervisor of the system issue. Employees shall also maintain an independent paper record of hours worked and communicate such information to their supervisor by the end of the employee’s next work day. The supervisor will note the times that may need adjusting but will not make adjustments based on an employee’s independent records (or other information) until it is confirmed that the system did not collect an employee’s clock/punch/swipe ins or outs during the period in question.

(B) Supervisors shall immediately notify payroll personnel in the Human Resources Department of any time clock issue and enter an IT help desk request regarding any KRONOS system problem.

(j) Prohibited Conduct; Disciplinary Action

(1) Falsification, misrepresentation, tampering with, or unauthorized viewing of time records is strictly prohibited. Such actions constitute theft if they result in an employee receiving compensation for time not actually worked.

(2) An employee found to have engaged in any of the following conduct shall be subject to disciplinary action, up to and including termination:

- (A) Working “Off the Clock”;
- (B) Any attempt to tamper with timekeeping hardware or software;
- (C) Falsification of hours actually worked;
- (D) Excessive missed punches without a valid excuse;
- (E) Clocking/punching/swiping in or out for another employee (a.k.a. “buddy punching”);
- (F) Asking someone, including but not limited to another employee, to clock/punch/swipe in or out on behalf of an employee;
- (G) Interfering with another employee’s use of KRONOS;
- (H) Unauthorized viewing of another employee’s time in KRONOS;
- (I) Any and all other attempts to defraud, steal time, or otherwise be dishonest for the benefit of oneself or any other person; and
- (J) Any other failure to comply with the provisions of this policy and any related procedures.

(3) Any supervisor who becomes aware of any of the above by another employee is required to report such activity to either that employee’s supervisor, Department Head, the Human Resources Department, or the City Manager.

[11-13-14; 02-04-16]