MURFREESBORO CITY COUNCIL
AGENDA

May 5, 2016

7:00 p.m.

City Council Chambers

PRAYER
MR. EDDIE SMOTHERMAN

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of receipt of City Manager's approved Budget Amendments for Fiscal Year 2016.
   B. Consider recommendations of the Street Superintendent: Purchase New Holland T4.90 2WD Tractor with Cab.
   C. Consider recommendations of Parks & Recreation Director: Change Order No. 1 for Sports*Com Renovations.
   D. Consider recommendations of the Community Development Director: Second-Year Action Plan for 2016-2017.
   E. Consider recommendations of the Water & Sewer Board:
      a. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
      b. Chemical & Media Contract Extensions.
      c. Single Source Purchase of Rotork Actuators.
      d. Purchase of Traveling Sprinkler Irrigation Units.
      e. Pump Station No. 32 English Hill Pump Station Replacement by JBS Personnel, Task Order 16-02 Water/Wastewater Systems Mechanical/Electrical Services Contract.
      f. Replace Wiring to Clarifier Collector Rings by JBS Personnel, Task Order 16-03 Water/Wastewater Systems Mechanical/Electrical Services Contract.
      g. Single Source Purchase of Vac-Truck Compressor.
      h. Purchase of Reuse Pump Motor.
      i. Department Participation for Sewer Main Extension, Lancaster Christian Daycare.
      j. Water & Sewer Department Audit for Year Ending June 30, 2016 & Stormwater Audit for Year Ending June 30, 2016.
      k. Northwest Broad Street Pump Station Replacements, Change Order No. 3.
      l. Purchase of Penn Valley Pumps for Fournier Rotary Biosolids Presses Using State Revolving Fund (SRF) Loans.
      m. Professional Services Contract with ADS, LLC, Engineering Analysis of Permanent & Temporary Flow Monitoring Data.
      n. LittleJohn Engineering Task Order, Professional Services Amendment-2015 Sewer Rehabilitation.
      o. 2015 Sewer Rehabilitation-Change Order No. 1.
      p. SSR Task Order Re-budgeting Request for Professional Services Associated with SW Regional Pumping Station, Phase 4C Headworks, Phase 4D Sinking Creek Plant Expansion & Phase 4E Biosolids Press Replacements.
      q. 2016 Water Treatment Plant Chemical Bid, Coagulant Update.
   F. Consider recommendations of the Principal Planner: Mandatory Referral for abandonment of 15′ portion of public utility & drainage easement located along Conference Center Boulevard; Matt Taylor, SEC, applicant.
   G. Consider recommendations of the Facilities Maintenance Superintendent: Purchase of Facility Dude Maintenance Software Program.
   H. Consider recommendations of the Assistant City Manager: Award of Collection Agency Contract to Fox Collection Center of Goodlettsville, TN.
   I. Request to hang banners across East Main Street:
      a. Providence Christian Academy Fall Festival: October 17-24, 2016.
      b. Junior League of Murfreesboro Annual Hollyday Marketplace: November 7-11, 2016 and November 21-23, 2016.

Minutes

2. A. April 21, 2016 - Special Meeting.
   B. April 21, 2016 - Regular Meeting.

Third Readings

3. Consider for passage on third and final reading ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street No. 1 Sanitary Sewer Special Assessment District.

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(Continued)

Second Readings

4. Consider for passage on second reading ORDINANCE 16-O-17 amending Chapter 4, Alcoholic Beverages, including liquor, wine, and beer.

5. Consider for passage on second reading ORDINANCE 16-O-18 amending the 2015-2016 Budget (4th Amendment).

6. Consider for passage on second reading ORDINANCE 16-OZ-10 to rezone an area at 1710 E. Northfield Boulevard to Residential Multi-Family Sixteen (RM-16) District [2016-409].

7. Consider for passage on second reading ORDINANCE 16-OZ-11 to rezone an area along Conference Center Boulevard and Avenue Way to Planned Residential Development (PRD) District (Vasari Lofts) [2016-411].

8. Consider for passage on second reading ORDINANCE 16-OZ-12 to rezone an area in Liberty Cove Subdivision to Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District [2016-410].

9. Consider for passage on second reading ORDINANCE 16-OZ-14 to zone an area located west of Manchester Pike as Light Industrial (L-I) District [2016-408].

10. Consider for passage on second reading ORDINANCE 16-OZ-15 to zone an area along New Salem Highway as Commercial Fringe (CF) District and Residential Multi-Family Sixteen (RM-16) District [2016-407].

First Readings

11. A. Letter from Water & Sewer Director: ORDINANCE 16-O-22 regarding minimum monthly water charges and minimum monthly sewer charges.
    B. Consider for passage on first reading ORDINANCE 16-O-22 amending Chapter 33, Water and Sewers, Section 33-1 of the Murfreesboro City Code, dealing with minimum monthly water charges and minimum monthly sewer charges.

New Business

12. Consider for approval Certificates of Compliance for Wine in Retail Stores:
    A. Publix #1163, 1731 S. Rutherford Boulevard, Suite S.
    B. Publix #1164, 3415 Memorial Boulevard.
    C. Publix #1172, 4175 Franklin Road.
    D. Publix #1234, 2650 New Salem Highway.
    E. Walmart #682, 2000 Old Fort Parkway.
    F. Walmart #5057, 2900 S. Rutherford Boulevard.
    G. Walmart #5148, 1153 Fortress Boulevard.
    H. Sam's Club #6501, 125 John R. Rice Boulevard.

13. Pursuant to RESOLUTION 16-R-PH-09 adopted by the City Council on March 3, 2016, conduct public hearings to consider 1) adoption of a Plan of Services for and annexation of 16.5 acres and 2) zoning of approximately 16.5 acres along West Thompson Lane which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District and rezone approximately 16.5 acres along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District [2015-509 & 2015-431]. Notice of said public hearings were published in the April 18, 2016 issue of a local newspaper.
    A. Conduct a public hearing on Plan of Services for and annexation of approximately 16.5 acres along West Thompson Lane.
    B. Consider for adoption RESOLUTION 16-R-PS-09 to adopt a Plan of Services for approximately 16.5 acres along West Thompson Lane; Jordan Family General Partnership and Mr. John Massey, applicants [2015-509].
    C. Consider for adoption RESOLUTION 16-R-A-09 to annex approximately 16.5 acres along West Thompson Lane; Jordan Family General Partnership and Mr. John Massey, applicants [2015-509].
    D. Conduct a public hearing on zoning approximately 16.5 acres along West Thompson Lane as Planned Residential Development (PRD) District and to rezone approximately 16.5 acres along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District; Blue Sky Construction, applicant [2015-431].

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(Continued)

13. E. Consider for passage on first reading ORDINANCE 16-OZ-09 to zone approximately 16.5 acres as Planned Residential Development (PRD) District and rezone approximately 16.5 acres as Planned Residential Development (PRD) District along West Thompson Lane.

14. Consider recommendations of the City Engineer:
    A. Design Contract for Jones Blvd Improvements (Ridgely Rd to Northfield Blvd).
    B. Design Contract for St. Clair Street Improvements (Memorial Blvd to Walnut St).
    C. Design Contract Amendment for Brinkley Road Improvements (SR-96 to Manson Pike).

15. Consider recommendations of the City Recorder/Finance Director: Updates to Financial Policies.

16. A. Consider recommendations of the Risk Manager/Staff Attorney: RESOLUTION 16-R-12.
    B. Consider for adoption RESOLUTION 16-R-12 authorizing City to enter into a contract with the TML Risk Management Pool.

17. Consider recommendations of the Assistant City Manager:
    A. Acceptance of Christy-Houston Foundation Grant of $900,000 for Community Technology Center (CTC).
    B. Award of Contract to Johnson + Bailey Architects for Architectural Services for the Community Technology Center at Hobgood Elementary School.

18. Consider recommendations of the Assistant City Manager: RESOLUTIONS 16-R-10 & 16-R-11 to refinance City General Obligation Bonds and Water & Sewer General Obligation Bonds.
    A. Consider for adoption RESOLUTION 16-R-10 AUTHORIZING ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF MURFREESBORO, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $35,450,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.
    B. Consider for adoption RESOLUTION 16-R-11 AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE AND TAX REFUNDING BONDS OF THE CITY OF MURFREESBORO, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,800,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

Old Business

19. A. Continue public hearing with regards to Plan of Services for and annexation of approximately 285.4 acres located along Blackman Road and Florence Road.
    B. Consider for adoption RESOLUTION 16-R-PS-13 to adopt a Plan of Services for approximately 285.4 acres located along Blackman Road and Florence Road; Shelton Family & Saraswat Family Trust, applicants [2016-504].
    C. Consider for adoption RESOLUTION 16-R-A-13 to annex approximately 285.4 acres located along Blackman Road and Florence Road; Shelton Family & Saraswat Family Trust, applicants [2016-504].
    D. Continue public hearing with regards to zoning 242 acres located along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs); Parks Development, applicant.
    E. Consider for passage on first reading ORDINANCE 16-OZ-13 to zone an area along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs) [2016-406].

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

April 28, 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 April 26, 2016.

This is a transfer within the General Fund, for the Urban Environment Department and is moving $3,000.00 from the Salary and Benefits roll up category to the Operating roll up category, and also moving $65,800.00 from the Salary and Benefits roll up category to the Fixed Asset roll up category. See attachment for detailed line items. 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.

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

City of MURFREESBORO TENNESSEE

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Inter-Fund Budget Amendment Request

Mr. Lyons,

Submitted for your approval are the following budget amendments.

Budget Fiscal Year: 2016

Move funds from:		Move funds to:	
Org	10121007	Org	10121008
Object	511100	Object	526101
Acct Name	Salary-Full Time	Acct Name	Fleet-Repair and Maintenance
Amount	$3,000.00		

Explanation: Requested to cover overages

Move funds from:		Move funds to:	
Org	10121007	Org	~~10121008~~ 10121009
Object	511100	Object	~~520000~~ 592000
Acct Name	Salary-Full Time	Acct Name	~~Contractual Services~~ Buildings Exp.
Amount	~~$13,000.00~~ $8,000		

Explanation: Estimated cost of design fees for office expansion.

MURFREESBORO
TENNESSEE
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Inter-Fund Budget Amendment Request

Mr. Lyons,
Submitted for your approval are the following budget amendments to purchase new equipment, some of which is being requested in the 2017 FY budget. If approved, those items can be removed from the propsed budget.

Budget Fiscal Year: 2016

Move funds from:		Move funds to:	
Org	10121007	Org	10121009
Object	511100	Object	~~594700~~ 594702
Acct Name	Salary-Full Time	Acct Name	~~Office Machines and Equipment~~ Computer Equipment
Amount	$3,800.00		

Explanation: Tablets for Director and Assistant Director and a new desktop for Landscape Foreman.
These items are included in the proposed 2017 FY budget and can be removed upon approval.

Move funds from:		Move funds to:	
Org	10121007	Org	10121009
Object	511100	Object	594000
Acct Name	Salary-Full Time	Acct Name	Machines and Equipment
Amount	$36,000.00		

Explanation: Replacement of our 21 year old stump grinder that the repair costs are exceeding the value of the equipment. Please see attached approval from Jack Hyatt, Director Fleet Services.

Inter-Fund Budget Amendment Request

Move funds from:		Move funds to:	
Org	10121007	Org	10121009
Object	511100	Object	594000
Acct Name	Salary-Full Time	Acct Name	Machines and Equipment
Amount	$15,000.00		

Explanation: New Zero Turn Mower with vacuum bagger. Beginning of replacement of older machines. This item is included in the proposed 2017 FY budget and can be removed upon approval.

Move funds from:		Move funds to:	
Org	10121007	Org	10121009
Object	511100	Object	~~594000~~ 594100
Acct Name	Salary-Full Time	Acct Name	~~Machines and Equipment~~ Transp Equip
Amount	$3,000.00		

Explanation: Light bar and lights for newly purchased truck for tree crew and to cover possible overages from a previous light bar.

Cynthia M. Holloway — Department Head Signature — Date: 4/22/16

Donna Marie Stovall — Reviewed by Finance — Date: 4-22-16

Approved [X] — City Manager

Declined [ ] — Date: 4-26-16

City of Murfreesboro

Vehicle Replacement Request

Requesting Department	Urban Environmental
Contact Person, Title, Phone Number and E-mail address	Kane Adams, Assistant Director, 615-895-8059, kadams@murfreesborotn.gov

Criteria for replacement of vehicles includes operating costs, safety standards, departmental needs, age and mileage.
Before any vehicle is recommended for replacement, a technical/maintenance evaluation will be performed by Fleet Management staff

Driver/Operator of Vehicle	Tree Crew
Hours in Operation per day/week	5-10 Hours a week, depending on need

Description of existing Vehicle to be replaced including age, mileage, fuel efficiency and identification number from Fleet.
Please indicate the mileage driven during the previous 12 months.
1995/96 Carlton Stump Grinder

Justification for vehicle replacement
Grinder repairs are exceeding the value of the machine and it is constantly being repaired so we cannot complete work as needed

Suggested Replacement Vehicle. If a different category of vehicle is requested, justify by usage For example, utility body, tool boxes or emergency lighting.
Rubber track, fully hydraulic, diesel grinder with minimum head diameter of 21"

Requested Budget for Replacement Vehicle
$ 36,000.00

Fleet Services Recommendation

Approved as Requested ☑

Denied and reasons ☐

Approved with Modifications ☐

Fleet Services Director RM Hyatt 4-14-16

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

April 27, 2016

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Purchase of New Holland T4.90 2WD Tractor with cab

As an item for the consent agenda, I respectfully request approval to purchase the above-referenced New Holland T4.90 Tractor under the National Joint Powers Alliance (NJPA) Master Agreement with Dickson County Equipment Co., Inc.

Background

Purpose
The purchase of a New Holland T4.90 2WD Tractor with cab will better enable the City to perform routine maintenance of state routes and right-of-ways located within the city limits of Murfreesboro. A cab tractor is safer, which is better for our employees. This replaces a 1994 Ford open cab side mount tractor.

Selection Process
Pursuant to T.C.A. § 12-3-1205, where any local or private act, charter or general law requires that a local government unit purchase by competitive bidding, the local unit of government may, notwithstanding the local or private act, charter, or general law, purchase, the municipality may consider the price for an item or service under any contract or agreement pursuant to T.C.A. §12-3-1205. Furthermore, Murfreesboro City Resolution 13-R-11 authorizes purchases without competitive bidding from the National Joint Powers Alliance (NJPA) Master Agreement.

The New Holland T4.90 2WD tractor is available for purchase pursuant to T.C.A. § 12-3-1205 through the National Joint Powers Alliance (NJPA) Master Agreement, Contract Number No. 021815-CNH.

Fiscal Impact
This is a budgeted item and will be paid from the 2015 City of Murfreesboro Capital Improvement Program. The purchase price of the tractor is $67,818.20. The cost overruns exceeded the original budget by 30% but is expected to constitute only 15% of the CIP Equipment Replacement Program.

Recommendation
Accordingly, I respectfully request waiver of the competitive bid process and approval to purchase a New Holland T4.90 2WD Tractor with cab from Dickson County Equipment Co., Inc. through the National Joint Powers Alliance (NJPA) Master Agreement, NJPA Contract Number 021815-CNH.

Attachment
1 NJPA Contract Documentation #021815-CNH – New Holland T4.90 2WD Tractor with cab

Sincerely,

Raymond Hillis
Street Superintendent

City of MURFREESBORO TENNESSEE

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MURFREESBORO PARKS & RECREATION

May 5, 2016

Honorable Mayor and Members of City Council:

RE: Change Order No. One (1) for Sports Com Renovations

As an item for the **Consent Agenda**, Johnson and Bailey Architects P.C. has recommended a change order that is necessary to close out the Sports Com renovation project, and staff is asking City Council for consideration and approval.

Background
In 2015, Sports Com was renovated with Substantial Completion granted on May 13, 2015. During the construction, three change directives were issued by the architect to resolve issues with the renovations. These change directives were approved by City Council. Since the Substantial Completion date, the contractor completed the required warranty repairs, installed a new curtain in the gymnasium, and put fans in the weight room, all approved by Council. This change order addresses the remaining contingency funds, additional fencing necessary due to the redesign, reduces the original contract to Baron Construction, LLC, and returns the unused portion of the contingency to the City of Murfreesboro.

Fiscal Impact
The original contract with Baron Construction, LLC, was in the amount of $2,771,122.00. The change order reduces this amount by $8,437.16, which changes the final contract amount with Baron Construction to $2,762,684.84.

Concurrences
It is the recommendation of Johnson and Bailey Architects P.C. that the City of Murfreesboro approve this change order and reduce the amount of the contract with Baron Construction, LLC, by the amount stated.

Recommendation
It is recommended by staff and Johnson and Bailey Architects P.C. that the contract with Baron Construction, LLC, be reduced by $8,437.16, bringing the final contract amount to $2,762,684.84. It further recommended that the Mayor be authorized to sign all the necessary documents to enact the change order.

Respectfully,

Lanny Goodwin, CPRP
Director

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

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CONSENT AGENDA

May 2, 2016

Honorable Mayor and Members of the City Council:

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

1. Second-Year Action Plan – 2016-2017

Background
As a condition for receiving an annual allocation of Community Development Block Grant (CDBG) funds, 24 CFR 91 requires the City to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Plan every five years and annual action plans to support the five-year plan. The City submitted its current five-year plan in 2015.

HUD requires the City's annual action plan for CDBG to be submitted no later than 45 days before the beginning of the fiscal year on July 1. The proposed action plan will cover the period July 1, 2016, through June 30, 2017.

Fiscal Impact
The Second-Year Action Plan – 2016-2017 plan is based on new CDBG funding of $719,401; $255,000 in CDBG funds carried over from 2015-2016; and $20,000 in program income. In keeping with the Strategic Plan in the proposed Consolidated Plan, the Second-Year Action Plan proposes to fund our core programs: housing rehabilitation, affordable housing assistance, acquisition and public services. The proposal calls for funding 13 public service grants, ranging in size from $1,150 to $16,224. Agencies expect to serve approximately 2,000 individuals and households using funds from the public service grants. The plan also calls for assisting:

- six households with housing rehabilitation services;
- 10 households with down payment and closing costs;
- two non-profit agencies to be determined with funding to acquire housing units for use as affordable rental property;
- Rutherford County Area Habitat for Humanity acquire a residential building lot;
- the City make ADA improvements to public buildings other than City Hall.

Concurrences

As required by the City's Citizen Participation Plan, the Community Development Department conducted two public hearings covering the Second-Year Action Plan, the first on March 3, 2016, the second on April 7, 2016. Both public hearings were held at Patterson Park Community Center. As of May 7, 2016, the proposal will have been available for public review and comment for 30 days. Two written comments specific to the proposed action plan have been received from the public and will be included in the submission to HUD. Hard copies of the proposed action plan have been available for review at City Hall, the Community Development Department, Linebaugh Library on West Vine Street and Linebaugh Library's Myrtle Lord branch library. A digital version is available for review on the City website (http://www.murfreesborotn.gov/DocumentCenter/View/3053),

Recommendation

The Community Development Department recommends approving the Second-Year Action Plan – 2016-2017, authorizing the Mayor to sign the required certifications, and authorizing the Community Development Department to submit the plan to HUD for review and approval as required by 24 CFR 91 subject to including any written comments received before submission.

Sincerely,

John Callow
Community Development Director

City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

April 29, 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 April 26, 2016

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

Background

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

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

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

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
Phase 4D Expansion	$500,000	$(154,149.00)**	$ (10,000) *	$355,851.00

*CCF # – 19 (Current)
**CCF #'s (1 Rev. 2, 2, 5, 6, 7, 8, 9, 11-13 & 17 previously approved)(cumulative)

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

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

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

Fiscal Impact

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

Attachments

SSR Recommendation Letter & CCF Log

B. Chemical and Media Contract Extensions

Background

Section 1.3.4 of the bid documents states that the successful bidder shall have the option of renewing the contract for up to three additional one year terms. The following companies opted to renew their contracts through June 30, 2017:

PRODUCT	LOW BIDDER	UNIT PRICE	EST. ANNUAL EXPENSE
SulphSorb XL	PurAir	$2.045/lb.	$40,000
CPS Blend	PurAir	$1.865/lb.	$24,000
Bleach	Brenntag	80¢/gal.	$80,000
Caustic Soda	Univar	$1.1682/gal.	$10,000

All of the products are used to control odor through out the wastewater system. Additionally, bleach is used in the final treatment of repurified water.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the renewal of the chemical contracts as referenced above.

Fiscal Impact

The prices of the products will be reflected in the FY17 Operating budget. The contract prices will be good through June 30, 2017.

C. Single Source Purchase of Rotork Actuators

Background

Throughout the wastewater treatment plant, there is an extensive system of piping and valves to direct the flow of water and sludge. Many of these valves are computer controlled via Rotork actuators which physically open or close the valves. The actuators within the system have a limited life expectancy and require periodic replacement. All of the actuators at the plant have surpassed their life expectancies and are obsolete (component parts are no longer available for repairs). This purchase will continue the replacement process that began in 2014. As actuators fail, they will be replaced with new. Usable components will be salvaged so that future failures may be repaired instead of replacing with new.

New OEM parts are only available from a single source. The manufacturer's distributor for this area is Eco-Tech, Inc.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the purchase of referenced parts in the amount of $51,500.00.

Fiscal Impact

The $51,500.00 cost to replace the Rotork actuators would be funded from the equipment replacement capital account for the wastewater plant. This purchase is budgeted for $57,000.00.

Exhibits

Rotork Quote
Single Vendor Letter

D. Purchase of Traveling Sprinkler Irrigation Units

Background

The Department owned Coleman Farm was purchased to play a significant role in the land disposal of treated effluent from the Sinking Creek Wastewater Treatment Plant. Traveling sprinkler irrigation units are necessary in order to accomplish this and adequately utilize the 24" repurified water pipeline at the Coleman farm. The Water and Sewer Board approved Staff's request to budget funds for the purchase.

Reminder: as more units are put into operation, it may be necessary to construct a booster pump station to maintain adequate pressure.

An Invitation to Bid was issued and bids were opened on April 19th, 2016. The results are tabulated below:

Hughes Farm Services Inc.	$37,000.00
Kentucky Irrigation Company	No Bid
Smith Turf and Irrigation	No Bid

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the purchase of two (2) Medium Traveling Sprinkler Irrigation Units from Hughes Farm Services Inc. in the total amount of $37,000.00 from rate funded capital.

Fiscal Impact

The purchase of the units was budgeted in the Department's rate funded capital account. $45,000.00 was allotted in the Capital Budget for this purchase.

E. Pump Station #32 English Hill Pump Station Replacement by JBS Personnel Task Order 16-02 Water/Wastewater Systems Mechanical/Electrical Services Contract

Background

Staff is requesting approval for Task Order 16-02 under the annual Water/Wastewater System Mechanical/Electrical Services Contract with John Bouchard and Sons to remove and replace the pre-existing Smith and Loveless factory built pumping station with a new Smith & Loveless factory built pumping station complete in fiberglass housing with structural steel floor.

Pump Station 32 (English Hill) was installed in 1993 with the development of Huntington Place Subdivision Section 4. With the deterioration of the station and constant maintenance of these pumps and motors, staff is concerned a failure may occur in the near future and feel it should be replaced as soon as possible. The noise level is also an important factor since the station is located in between two residential homes on English Hill Dr. The pre-existing Smith & Loveless pump station has caused no complaints from the surrounding neighbors and has demonstrated the lowest noise level (@ 59 dB) of all other stations built for these applications.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve John Bouchard and Sons Task Order 16-02 to furnish all labor and materials to remove the existing pump station and replace the existing pump station with a new factory built Smith & Loveless pumping station with fiberglass housing and steel base.

Fiscal Impact

The total fiscal impact is estimated, with the maximum cost not to exceed $55,443. The pump station package includes all labor, handling and delivery and will be supplied by John Bouchard and Sons. The funding for this replacement is budgeted in FY15-FY16 Capital Budget at $46,000.

Attachments

John Bouchard and Sons Water/Wastewater System Mechanical/Electrical Services Contract
Task Order 16-02
Location Map - English Hill Dr. PS

F. Replace Wiring to Clarifier Collector Rings by JBS Personnel Task Order 16-03 Water/Wastewater Systems Mechanical/Electrical Services Contract

Background

On December 18, 2014, the MWSD accepted 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 wiring to two (2) clarifier collector rings at the Sinking Creek Plant's Final Clarifiers, 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 clarifiers into full operation. The clarifiers were installed in 2000 and have not received any major repairs outside of maintenance performed by MWSD personnel.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve Task Order 16-03 by John Bouchard & Sons Co.

Fiscal Impact

Funding used to replace clarifier collector rings is in the amount of $7,324 is from working capital reserves.

Attachments

Task Order 16-03

G. Single Source Purchase of Vac-Truck Compressor

Background

The Operation & Maintenance Department operates four vacuum trucks. They are used daily for routine line cleaning, stopped sewer mains, cleaning pump station wet wells, and hydro- excavation in sensitive areas around other utilities, etc.

Currently one of trucks is out of service. The vacuum compressor and pump which controls the unit's vacuum system is not functioning and must be replaced. The replacement will be purchased through Vac-Con, the original manufacturer, as a single source purchase. O&M staff will install the compressor and pump.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve purchase of the vacuum compressor with pump as a single source purchase for approximately $15,741.

Fiscal Impact

Funding for this purchase will come from FY2015-2016 working capital reserves.

Attachments

Quote from Vac-Cons factory representative Ingram Equipment Company

H. Purchase of Reuse Pump Motor

Background

The Tennessee Department of Environment and Conservation issued National Pollution Discharge Elimination System permit for the Sinking Creek Wastewater Treatment Plant is very stringent. Part of the Department's strategy to meet the permit requirements is to shed as much of the effluent load as possible to the Reuse water system for beneficial use within Murfreesboro.

Water for the system is delivered alternately by two 400 HP pumps at the Sinking Creek plant. Recently, one of the motors was taken out of service for regularly scheduled maintenance. After inspection, it was discovered that the motor's bars and rotor had substantial damage. Additionally, it was determined that it would need to be rewound. The cost of the repairs totaled $35,380.

Since the cost to repair the motor is greater than the cost to replace the motor, staff obtained several quotes for replacement. They are tabulated below:

Company	Quote
Industrial Maintenance & Engineering	$24,375.00
Industrial Services of Nashville Inc.	$25,871.00
Fox Brothers Electric	$27,058.82

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the purchase of one (1) 400 HP motor from Industrial Maintenance & Engineering in the amount of $24,375.00 from working capital reserves.

Fiscal Impact

Staff requests recommendation to fund $24,375.00 for the purchase of the motor from Department's working capital reserves.

Exhibits

Three quotes for replacement
One quote for repair

I. Department Participation for Sewer Main Extension Lancaster Christian Daycare

Background

The Lancaster Christian Daycare is proposing to build along Manson Pike next to the Overall Creek Interceptor Sewer. Anytime a development is first in line to connect to the interceptor sewer, you can almost plan that there will be some participation involved in order to be sure that the remaining sewer service area can be reached. The same is with this proposed development.

Per a Sub-basin Area Master Plan (SAMP) for sewer service in this area, this extension would be a partial second route consistent with the SAMP. Staff would request that the Department participate in a larger and deeper sewer main than necessary for the Lancaster Daycare, in order to afford ourselves another alternative for the SAMP. The existing alignment extends through several developed properties that may make easement acquisition and construction difficult so this second alternative may be important for a future extension.

A few points per the Department's participation policy, within our approved Policies, Procedures & General Design Requirements adopted in 2009 by the Board & Council are:

1. Prior to dedication and acceptance of the improvements by the City, the Developer requesting reimbursement must present to the City Council a detailed statement of the actual eligible costs and the City Council in its discretion may amend the agreement, and the reimbursement amount, to reflect the actual project costs.
2. Should a project be eligible for participation by the City due to upsizing of a water or sewer line, the Department reserves the right to publicly bid the project or the portion of the project eligible for participation.
3. Participation in the cost to upsize water and/or sewer lines shall be in accordance with established policies in effect. The Department or Developer can prepare a schedule of upsize participation, based on recent bid results or agreed upon unit pricing, which the Department and the Developer may accept in lieu of publicly bidding, subject to approval of the Water and Sewer Board and City Council.
4. The Department will only participate on that portion of sewer deeper than twelve (12) feet deep, if the sewer is upsized and if the material changes.
5. Sewer must extend to the limits of construction at strategic locations for future extension.

To determine the Department participation amount, Jim Cason, with Huddleston Steele Engineering, Inc., has prepared an estimate for the cost associated with the extra depth of sewer "over" twelve (12) feet to include the material invoice cost associated with upsizing and the change in pipe material from eight (8) inch to twelve (12) inch and heavier wall PVC respectively.

The estimated amount of the extra depth and increase in size is $21,871 and is also the Department's participation amount to the Developer.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve participating financially in this sanitary sewer extension requiring extra depth and size to serve future MWSD customers, as established through a the Sub-basin Area Master Plan for this area. This approval is consistent with the Department's adopted Policies and Procedures.

Fiscal Impact

The proposed funding is from the Department's working capital reserves in the amount of $21,871.

Attachments

Huddleston Steele Engineering Cost Estimate
GIS Exhibit of the SAMP

J. Water and Sewer Department Audit for the Year Ending June 30, 2016
Stormwater Audit for the Year Ending June 30, 2016

Background

Attached is a proposal dated February 12, 2016 from Jobe, Hastings & Associates to audit the balance sheet of the Murfreesboro Water and Sewer Department and the Murfreesboro Stormwater Fund as of June 30, 2015 and the related statements of earnings and retained earnings and cash flows for the year then ended. Water & Sewer Department is now on the same financial software as the city. City finance believes it would be more efficient to use the same firm for both audits. We are in agreement with this suggestion.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council accept the proposal as presented.

Fiscal Impact

The proposed fee is $28,500, funding coming from the Professional Services expense account in the FY17 budget year. This represents an $8,000 increase from last year's combined audit fees.

Attachment

Jobe, Hastings & Associates proposal

K. Northwest Broad Street Pump Station Replacements
Change Order 3

Background

At the May 2013 Board meeting, the Board approved the design contract with Civil Infrastructure Associates (CIA) to abandon three (3) existing pump stations along NW Broad Street. They are PS #2, #19, & #20. The Department received bids for the Pump Station Replacements on April 21, 2015 and the project was awarded to J. Cumby Construction, Inc. in the amount of $976,089.00 at the April 28, 2015 Board meeting. Since this time there have been two (2) change orders approved by the Board for a total contract amount of $1,057,989.00. This was to add time to the contract, explain a few miscellaneous changes and to add the alternate of replacing the existing six (6) inch forcemain.

The contractor has completed the installation of the forcemain, except for the portion under CSX right of way, which is a spur track leading to International Paper at Van Cleeve lane. The CSX portion is to be completed on Sunday April 24th with a CSX Flagman present. As explained in the recommendation letter from CIA, Cumby experienced some delays while staff coordinated with CSX for permission to explore and find the existing steel casing and is requesting additional time be added to the contract to account for lost time.

Two other changes to the contract, which are a result of unforeseen field conditions, are additional undercutting for unsuitable material along a portion of the gravity sewer trench and the addition of an air

release valve. An air release valve is required at high points along a forcemain. A high point was created along the forcemain due to crossing existing underground utilities in which the elevations were unknown.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve Change Order 3 in the amount of $9,400.

Fiscal Impact

There were $1.5M committed in the Working Capital Reserves account for FY 2015-2016 for pump station upgrades. The additional costs of $9,400 is covered by this budgeted amount.

Attachments

CIA Recommendation Letter
Change Order 3

L. Purchase of Penn Valley Pumps for Fournier Rotary Biosolids Presses Using State Revolving Fund (SRF) Loans

Background

At the August 2015 meeting, the Board approved for Smith Seckman and Reid (SSR) to provide engineering consulting services to replace two (2) Fournier biosolids rotary presses at the Sinking Creek Wastewater Treatment Plant and purchase the rotary presses using State Revolving Fund (SRF) loans. Afterward, SRF stated that there were remaining funds in the subsidized loan available to MWSD and recommended a purchase of a third press. Based on the business case developed in August and the need to replace older presses, staff recommended at the October 2015 meeting and the Board approved purchasing a third Fournier press using SRF Loan CW0 2012-303 which allows for 24.7% principal forgiveness.

The new Fournier presses are the major components of this dewatering system project. However, installation requires significant coordination with various manufacturers. It is now time to purchase the double disc pumps which will transfer the sludge from the holding facility to the Fournier presses. The existing pumps are near the end of their useful lives. Additionally, since they are incompatible with the new Fournier presses, they are obsolete for our dewatering system.

The requested additional SRF loan amount would be for purchase of the equipment only. The engineering work order requested from SSR and the installation of the new presses through the Department's standing contract with John+Bouchard will be funded through the Department's working capital reserves. The cost associated with installation is unknown at this time and will be determined after the development of the plans by SSR. A subsequent task order will be developed through our contract with John+Bouchard and brought back to the Board for approval.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve to procure three (3) double disc pumps from Penn Valley Pump Company to replace three (3) pre-existing pumps that are obsolete and at the end of their useful lives.

Fiscal Impact

The costs associated with procuring the pumps are quoted as $91,550; funding coming from SRF loan CW0 2012-303, a 20-yr fixed loan at 1.01% interest, affording $22,613 in principal forgiveness.

Attachments

Penn Valley Inc. quote for three (3) Double Disc pumps and accessories dated November 5, 2015
Updated Amortization calculation on a $1,078,726 loan for a 20-yr term at a fixed rate of 1.01%

M. Professional Services Contract with ADS, LLC
Engineering Analysis of Permanent and Temporary Flow Monitoring Data

Background

Currently the Department is contracted with ADS, LLC to operate and maintain the Department's nineteen (19) permanent flow monitors and seven (7) rain gauges, to analyze data recorded from these monitors and to report on this data bi-annually. These bi-annual reports, report wet and dry weather capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. They also are contracted to perform temporary flow monitoring, analyze the temporary data recorded and report findings as well as perform field investigations. The current Professional Services Contract is in its third year and is set to expire June 30, 2016.

ADS has the professional expertise, equipment and personnel (both office and field) to continue to provide excellent service to the Department. The Department wishes to continue to contract their professional service as we have in various forms over the last 24 years. The proposed contract and the first year is actually a decrease from our current third year pricing. This upcoming contract is written similarly to the existing contract that there is an option to extend for two additional one year periods; however, it is different in the fact that pricing is not set for Years 2 & 3. Years 2 & 3 pricing will be negotiated based on the CPI for the Southern Region.

The contract documents have been reviewed and approved by both parties.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve entering into a one year professional services contract with ADS with the option to renew for two additional one year periods if we remain satisfied with the quality and performance of their work and deliverables.

Fiscal Impact

The amount of the contract is within the estimated budget amount for 2016-2017 of $400,000.

N. LittleJohn Engineering Task Order Professional Services Amendment 2015 Sewer Rehabilitation

Background

LittleJohn Engineering Associates (LEA) has been advising the Department regarding the information in our sewer databases, the structure/organization of our databases among other things under our Master Services Agreement approved February 2012. At the December 2014 Board meeting, LEA was approved to create sewer rehabilitation specifications, with the intent of bringing a proposal back for authorization to design and bid a future sewer rehabilitation project. At the June 2015 Board meeting, the Board approved the design work under Task Order 20150318.

At that time, staff issued an original list of items that needed repair and rehabilitation. The design fee in the original Task Order was estimated and based off a construction cost of approximately $1.2 Million. During the actual review of inspection data and design process, staff added additional mainline segments, manholes, service lateral connections, and a pump station rehabilitation to the project list which were subsequently reviewed and a rehabilitation design completed. The bid price and current contract amount for the construction contract is $2,737,276.90 which is an increase of approximately 120% over the original estimate. LittleJohn recognizes the design is not directly linear to the construction cost; however, there was much additional effort expended to incorporate the additional rehabilitation items added prior to the bids.

In addition to the Design, there have been and will be scope changes with regard to Construction Administration, Additional Services and Resident Project Representation. These scope changes are in relation to several factors that were not accounted for after the original scope. One factor is increased construction contract time. The original estimated contract time was based on a 120-day construction time; however, with the inclusion of additional sewer mainline, manhole, and service lateral connection repairs, the contract period was increased from 120 days to 135 days. This additional time was not accounted for when estimating the cost of Construction Administration.

In relation to Supplemental Services during the project, staff requested conventional surveying and boundary research to be certain the work was being completed on City property and not a neighboring property.

In relation to Resident Project Representation, it was anticipated that Littlejohn would provide some onsite training to an MWSD inspector relating to specialized trenchless repair methods so that MWSD might assume some of the project representation work load. The original agreement was budgeted for Littlejohn to provide Resident Project Representation (RPR) services for 75% of the time. However, the contractor has scheduled the necessary crews to complete the work which required a number of subcontractors, up to four or five crews, to be working simultaneously. Therefore, Littlejohn has been required to provide RPR services at 100% of the time along with an MWSD inspector 100% of the time to ensure proper coverage throughout the project area. Also, with the request of additional time via change order (next item on the agenda) to perform work not in the original scope, additional time will be required to ensure coverage on the project site.

Staff is requesting a task order amendment to increase the fee ceiling to accommodate for scope modifications after the execution of the original task order.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the fee ceiling increase in the amount not to exceed of $69,450 to LittleJohn Engineering associated with the change in scope for design, construction administration, project representation and supplemental services for the 2015 Sewer Rehabilitation project.

Fiscal Impact

The amended services request associated with the various changes in scope equal an overall estimated addition of **$69,450** to the approved Task Order 20150318 with LittleJohn Engineering. The funding for these additional fees are broken down in the table below and are recommended to come from the Department's working capital reserves.

Task	Description	Original Fee	Requested Amended Fee	Total Amended
Task 1	Design	$45,000.00	$16,500.00	$61,500.00
Task 2	Construction Administration	$36,000.00	$12,500.00	$48,500.00
Task 3	RPR Services	$82,800.00	$38,500.00	$121,300.00
Task 4	Supplemental Services	NA	$1,950.00	$1,950.00
	Total	***$163,800.00***	***$69,450.00***	***$233,250.00***

Attachments

LittleJohn Engineering Request for Additional Services to Task Order 20150318

O. 2015 Sewer Rehabilitation
Change Order 1

Background

At the June 2015 Board meeting the Engineering Task Order with LittleJohn was approved to design, bid, and provide construction administration and inspection for the 2015 Sewer Rehabilitation project. Also, staff brought a funding request to the Board in August and October 2015 to request approval to fund this project by reallocating a portion of the funds that were not spent from last year's 2014/2015 Budget and Working Capital Reserves (WCR) and to add that amount to this year's 2015/2016 Budget for this project. This additional funding was approved and the table has been revised and placed in the Fiscal Impact section below.

Bids were received for the 2015 Sewer Rehabilitation project on October 13, 2015 and the Board approved to award the project to SBW Constructors, LLC in the amount of $2,737,276.90. Construction is on schedule and we are happy with the work. Since the award of the contract, staff has found a couple of repairs that we would like to add to this contract. One is the pipe bursting of two sections of gravity sewer that extend between houses along Taylor Place and Greenhill Street. Pipe bursting these sections, pushing a new pipe within the existing pipe, would fix the defects along these sections of sewer without having to remove several large trees and digging between the homes. One of these sections would require the demolition of a garage that a homeowner has built without knowing he has done so on top of the easement and sewer main.

The other repair staff would request adding to the contract is to sand-blast, clean and coat the inside of the VA Pump Station dry-pit (PS#28) with an epoxy coating to prevent further corrosion of the metal floor and to also prevent slips and falls while inside. The second coat of epoxy will have sand add to it to create a rough surface.

The total cost of these additions to the contract are in the amount of $57,786.60, which would increase the original contract to $2,795,063.50.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve Change Order 1 in the amount of $57,786.60.

Fiscal Impact

Funding is coming from the 2014/2015 & 2015/2016 Rate Funded Rehabilitation Budgets & 2014/2015 Working Capital Reserves. If the Board approves the rebudget of LEA's Task Order and Change Order #1, the below table shows the remaining allocation.

Rehab Rate Funded Budget 2014/2015				
Total Budget	**WO#**	**Project**	**Project Expenditure**	**Remaining 2014/2015 Budget**
$1,250,000	112.233	Basin MF02,07, 09B & MH's	$158,677.45	$1,091,322.55
	112.369	Rehab Specifications	9,833.75	$1,081,488.80
	112.334	LEA Review of Basins 6-3 & 6-4	$6,922.50	**$1,074,566.30**
Rehab Rate Funded Budget 2015/2016				
Total Budget	**WO#**	**Project**	**Project Expenditure**	**Remaining 2015/2016 Budget**
$1,250,000 + $1,074,566.30	112.369	Rehab Specifications	$5,166.25	$2,319,400.05
	112.466	Rehab Project Design	**$233,250**	**$2,086,150.05**
Working Capital Reserves 2014/2015				
Total Budget	**WO#**	**Project**	**Project Expenditure**	**Remaining 2015/2016 Budget**
$1,000,000 + **$2,086,150.05**	112.142	LMK Demo	$4,650.00	**$3,081,500.05**
	112.467	Rehab Project Construction	**$2,795,063.50**	**$286,436.55**

Attachments

LEA Recommendation
Change Order #1 & Documentation

P. SSR Task Order Rebudgeting Request for Professional Services Associated with SW Regional Pumping Station, Phase 4C Headworks, Phase 4D Sinking Creek Plant Expansion, and Phase 4E Biosolids Press Replacements

Background

Since 2003 Water and Sewer Department staff has been working with Smith Seckman and Reid (SSR) in conjunction with the planning, design and construction of serving the southwest region of Murfreesboro with sanitary sewer. Phase 1 of the southwest interceptor was started in 2005 and Phase 4 was completed in 2014. The Southwest Regional Pumping Station and Forcemain started design in 2009, started construction in 2013 and were completed in 2015. SSR has been actively planning for the Phase 4 expansion of the Sinking Creek Treatment Plant since 2002. The following projects have been completed or are currently active as part of this fourteen (14) year initiative:

1) Phase 4 – Preliminary Engineering report initiated in 2002 to support upgrading the plant to 24 or 32 million gallons per day (MGD).
2) Phase 4B – Biosolids press additions in 2007. Four newer model presses (4) were added to the older models installed in 1999.
3) Phase 4C – A new headworks started design in 2009 and was completed in 2015.
4) Phase 4D – Treatment infrastructure expansions including oxidation ditch, secondary clarifiers and teritiary filters were designed in 2012 and started construction in 2015; expected completion in 2018.
5) Phase 4E – Design of replacement of three (3) of the four (4) older model biosolids presses that have met their intended duty life of over fifteen (15) years in operation was started in 2015.

Attached is an exhibit that illustrates a lot of the improvements mentioned, as well as some others, to emphasize the commitment and the total investment expended by the Department to serve the southwest quadrant of the City of Murfreesboro with sanitary sewer. This endeavor has been long and expensive, but afforded the City great growth opportunities along the Joe B Jackson corridor, as well as relieved several bottlenecks that caused overflows in the older gravity system.

The southwest regional pumping station offset the costs associated with having to upgrade the Stones River sanitary sewer interceptor, and should be considered a value-engineered approach to support the City's growing sewer needs.

The Department also worked very diligently with SSR to secure some very low interest loans at fixed rates between 1.1 and 1.4 percent; some having principal forgiveness associated with them. A portion of the additional services requested by SSR are in conjunction with meeting the State and Federal requirements to secure those loans.

The overall magnitude of costs involved with rebudgeting SSR's fees is nominal, but I wanted to take this opportunity to give the Board a better understanding and appreciation of the breadth and depth associated with completing these type of regional endeavors, as well as underscore the partnership the City has with SSR. I believe SSR has provided great value in getting these projects completed and there fees are more than fair.

As an example is the additional fee of $70,723 associated with Phase 4D design to delete the mudwell, clearwell and pumps and blowers associated with the plant's filter modifications. While the design fee increased, it was a value engineered approach to afford cost savings to the project of $750,000 in equipment savings and $1,250,000 in reduced concrete and excavation costs.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve the additional services to Smith Seckman and Reid associated with the change in scope within the projects identified.

Fiscal Impact

The rebudgeting request associated with the various changes in scope and additional design services equate to an overall addition of **$37,373** to the approved contract amounts with Smith Seckman and Reid. The construction amounts associated with these fees are approximately $55M. The funding for these additional professional service fees are broken down in the table below and recommended to come from the Department's working capital reserves.

Firm Scope	Original Fee	Rebudget Request	Revised Total
Phase 4D Design and Project Management	$2,661,620	$194,536	$2,856,156
Phase 4C Resident Project Representative	$255,000	-$(122,990)	$132,010
SWRPS Resident Project Representative	$255,000	-$(49,428)	$205,572
Phase 4C Integration Design and Installation	$149,000	$3,600	$152,600
SWRPS Integration Design and Installation	$244,000	$1,300	$245,300
Phase 4E Design and Project Management	$119,900	$10,355	$130,255
TOTAL	**$3,684,520**	**$37,373**	**$3,721,893**

Attachments

Sanitary Sewer to Southwest Region of Murfreesboro Exhibit
SSR Request for Additional Services to Task Order 12-41-019.0 Phase 4D Expansion
Remaining Resident Project Representative Fees for Southwest Regional PS and SCWWTP Phase 4C (Task Orders 06-41-057.2 and 12-47-001.1)
SSR Phase 4C Controls Integration– Change Order Request #2, WO #13-65-085-0SSR
SSR SW Regional Pumping Station Controls Integration– Change Order Request #1, WO #13-65-086-0
SSR Request for Additional Services to Task Order 12-41-019.2 Phase 4E Biosolids Presses

Q. 2016 Water Treatment Plant Chemical Bid Coagulant Update

Background

The Council and Water & Sewer Board approved staff recommendations for chemical bids in April and March respectively. This memo is to update the Board and Council on staff's selection.

The raw bid tabulation for polyaluminum hydroxychloride bid prices including freight.

Company Name	Polyaluminum Hydroxychloride
Chemtrade	$0.2465/lb
Dycho	$0.203/lb
Kemira	$0.33/lb
Summit Chemical Specialty Products	$0.206/lb

Not Approved
Approved

Staff has reviewed the bid submissions and determined the lowest responsible and responsive bidder for the polyaluminum hydroxychloride as Summit Chemical Specialty Products. Laboratory analyses need to be performed for polyaluminum hydroxychloride products during a cold water plant trial to determine if the product is acceptable. Dycho was not selected because the product was not submitted in a sufficient amount of time to perform the proper cold water plant trial. Staff has performed a cold water plant trial with the bid product submitted by Summit; therefore, recommends selecting Summit for full-scale application.

Concurrences

The Water and Sewer Board recommended approval at its meeting of April 26, 2016.

Recommendation

It is recommended that City Council approve Summit Chemical Specialty Products as the lowest responsible and responsive bidder.

Fiscal Impact

The price of the chemicals will be reflected in the FY 2016-17 Operating Budget with a contract price through June 30, 2017. The estimated annual expense for FY 2016-17 Operating Budget is $31,000.

Respectfully submitted,

Darren W. Gore
Director

Attachments

Smith Seckman Reid, Inc.

March 22, 2016

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

RE: **Sinking Creek WWTP Phase 4D Expansion**
Murfreesboro, TN
Proposed CCF No. 19, (COP-13)
CG2 2014-338; SRF 2014-339

Dear Mrs. Smith:

Attached are four (4) copies each of proposed Change Item number 19 including a Summary Log of all proposed changes to date. The following summarizes the change items and provides recommendation for their approval.

CCF No. 19 was a value engineering (VE) proposal offered by 3D Enterprises. It removes a large tapping sleeve and valve at the tertiary filter effluent line and replaces the tapping sleeve and valve with a precast junction box. Also required as part of this VE proposal is the installation of 3 butterfly valves in the filter gallery to allow for future expansion of the filters under live flow conditions. SSR has reviewed the VE credit proposal from 3D and recommends that MWSD approve it. The cost decrease for the change is $10,000.

If approved, CCF 19 would result in a $10,000 increase to the Construction Contingency Allowance from a total of $328,771.00 to a total of $338,771.00. There will be no increase in the contract time as a result of this value engineering item.

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

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

Brent Fowler P.E.

cc: Darren Gore (w/encl) – MWSD
MDF, RBH (w/encl) – SSR
File (12) (w/encl) – 12-41-019.0

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

CHANGE CONTROL LOG

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

Original Contract Amount: $ 30,472,000.00
Contingency Allowance Amount: $ 500,000.00
Adjusted Contingency Allowance Amount: $ 358,771.00

Rejected/Withdrawn
Under Review
Approved
Pending

CCP No.	Change Order No.	Change Type	Brief Description of Change Item	Status (Pending/Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
~~1~~	~~N/A~~	~~RFP~~	~~Add Headworks paving, irrigation piping and landscaping to Phase 4D scope~~	~~Withdrawn~~	~~4/15/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ -~~	~~$ 500,000.00~~	~~$ 30,472,000.00~~
~~1-REV~~	~~N/A~~	~~RFP~~	~~Add Headworks paving partial landscaping to Phase 4D scope~~	~~Withdrawn~~	~~6/11/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ -~~	~~$ 500,000.00~~	~~$ 30,472,000.00~~
1-REV2	TBD	RFP	Delete landscaping and irrigation	Approved	8/5/2015	10/17/2015	Approved	$ (25,800.00)	$ (25,800.00)	$ 525,800.00	$ 30,472,000.00
2	2	RFP	Delete diffusers from Post Aeration equipment	Approved	9/1/2015	9/2/2015	9/15/2015	$ (11,200.00)	$ (37,000.00)	$ 537,000.00	$ 30,472,000.00
3	N/A	FP	Change stairs platform from galv to alum	Approved	4/23/2015	N/A	N/A	$ -	$ (37,000.00)	$ 537,000.00	$ 30,472,000.00
4	~~N/A~~	~~RFP~~	~~Add signal wiring for Main PS pump discharge valves~~	~~Withdrawn~~	~~5/28/2015~~	~~7/28/2015~~	~~8/5/2015~~	~~$ -~~	~~$ (37,000.00)~~	~~$ 537,000.00~~	~~$ 30,472,000.00~~
~~5~~	~~TBD~~	~~RFP~~	~~Revise electrical service per MED~~	~~Withdrawn~~	~~6/18/2015~~	~~Withdrawn~~	~~Withdrawn~~	~~$ -~~	~~$ (37,000.00)~~	~~$ 537,000.00~~	~~$ 30,472,000.00~~
5-REV	TBD	RFP	Revise electrical service per MED	Approved	8/10/2015	1/14/2016	2/5/2016	$ 82,856.00	$ 45,856.00	$ 454,144.00	$ 30,472,000.00
6	TBD	RFP	Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	$ 7,600.00	$ 53,456.00	$ 446,544.00	$ 30,472,000.00
7	TBD	RFP	Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	$ 2,500.00	$ 55,956.00	$ 444,044.00	$ 30,472,000.00
8	TBD	RFP	HVAC upgrade in Post Aeration Control Room	Approved	9/9/2015	1/8/2016	2/5/2016	$ 52,740.00	$ 108,696.00	$ 391,304.00	$ 30,472,000.00
9	TBD	RFP	Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	$ 3,300.00	$ 111,996.00	$ 388,004.00	$ 30,472,000.00
10	TBD	RFP	Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	$ -	$ 111,996.00	$ 388,004.00	$ 30,472,000.00
~~11~~	~~TBD~~	~~FO~~	~~Electrical changes to MCC and control room layouts~~	~~Withdrawn~~	~~10/7/2015~~	~~Pending~~	~~Pending~~	~~$ -~~	~~$ 111,996.00~~	~~$ 388,004.00~~	~~$ 30,472,000.00~~
11-REV1	TBD	RFP	Various electrical changes	Under Review	10/20/2015	2/10/2015	Pending	$ 7,900.00	$ 119,896.00	$ 380,104.00	$ 30,472,000.00
12	TBD	RFP	Headworks Facility electrical revisions/clarifications	Under Review	10/20/2015	2/10/2015	Pending	$ 2,600.00	$ 122,496.00	$ 377,504.00	$ 30,472,000.00
13	TBD	WCD	Replacement of existing Filter backwash flow meter	Under Review	11/9/2015	Pending	Pending	$ 20,533.00	$ 143,029.00	$ 356,971.00	$ 30,472,000.00
14	TBD	RFP	Watertight plate at gate opening for future Ox Ditch	Pending	12/16/2015			$ -	$ 143,029.00	$ 356,971.00	$ 30,472,000.00
15	TBD	FO	UV power feed relocation	Approved	1/18/2016	Pending	Pending	$ -	$ 143,029.00	$ 356,971.00	$ 30,472,000.00
16	TBD	RFP	Additional generator/ATS signals	Pending	1/26/2016				$ 143,029.00	$ 356,971.00	$ 30,472,000.00
17	TBD	RFP	Add ultrasonic flow meter at Main PS	Under Review	2/4/2016	Pending	Pending	$ 11,120.00	$ 154,149.00	$ 345,851.00	$ 30,472,000.00
18	TBD	RFP	Installation of the Allen-Bradley Power Monitors into the Eaton switchgear	Under Review	3/21/2016	Pending	Pending	$ 17,080.00	$ 171,229.00	$ 328,771.00	$ 30,472,000.00
19	TBD	CCR	60" TRE Junction Box in lieu of tapping sleeve	Under Review	2/22/2016	Pending	Pending	$ (10,000.00)	$ 161,229.00	$ 338,771.00	$ 30,472,000.00
20	TBD	RFP	Addition of area lights and receptacles at clarifiers. Photocell and lighting control.	Pending	Pending				$ 161,229.00	$ 338,771.00	$ 30,472,000.00
21	TBD	RFP	Replace building architectural precast fascia panels with brick	Under Review	3/18/2016			$ (20,000.00)	$ 141,229.00	$ 358,771.00	$ 30,472,000.00
			Totals					**$ 141,229.00**		**$ 358,771.00**	**$ 30,472,000.00**

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

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115

P-770-345-2118
F-770-345-2699

March 30, 2016

TO:	Murfreesboro Water & Sewer Department
ATTN:	Ryan Potts
QUOTE #:	c2016-e_REV1
PROJECT:	Electric Motor Operator upgrade
LOCATION:	Murfreesboro, TN
ENGINEER:	N/A
BID DUE:	N/A
QUOTATION BY:	Ryan Wallace
PAGE:	1 of 2

The following equipment has been quoted per Ryan Potts request with Murfreesboro Water & Sewer Department. Valve boxes, extension stems, position indicators, stem guides, floor boxes and tee wrenches are not included unless otherwise noted. MJ accessories and flange joint material are not included. Permanent name plates are by others.

Tag	Quantity	Description
	Electric Motor Operators	
EMO1	1	***Rotork*** IQ10 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $7,180.00**
EMO2	1	***Rotork*** IQ18 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $7,880.00**
EMO3	1	***Rotork*** IQ10 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $6,730.00**

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115

P-770-345-2118
F-770-345-2699

rotork®
Controls

Tag	Quantity	Description
EMO4	1	***Rotork*** IQ18 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $7,880.00**
EMO5	1	***Rotork*** IQ10 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $6,450.00**
EMO6	1	***Rotork*** IQ10 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $7,180.00**
EMO7	1	***Rotork*** IQ12 electric motor operator with IW Range gear box, 480 volt 3 phase power supply, adaption kit and machined bushing **Price Each: $8,200.00**

Total Price: $51,500.00
Start Up Not Included:

Submittal Lead Time: 2 – 4 weeks after purchase order
Manufacturing Lead Time:14– 16 weeks after release
Terms are Net 30
Freight is FOB: Factory, Full Freight Allowed

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com
info@rotork.com

Murfreesboro Water & Sewer Dept.
2032 Blanton Drive
Murfreesboro, TN 37129

April 3, 2014

To Whom It May Concern:

Subject: Rotork Controls, Inc.

Rotork Controls Inc., and our exclusive Tennessee municipal representative, Eco-Tech, Inc., are the only authorized points of sale for Rotork actuators, control systems, parts and services. You may purchase parts and services from Eco-tech, Inc. or directly from Rotork Controls. Contact information is as follows.

Eco-Tech, Inc.
156 Hickory Springs Industrial Drive
Canton, GA 30115
(770) 345-2118

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, NY 14624
(585) 247-2304

Regards,

Greg Goodman
Area Sales Manager – Southeast
Cell: 678.641.1682
greg.goodman@rotork.com

. . .

TASK ORDER NO. 16-02

March 17, 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

Replacement of English Hills Pumping Station

Task Order No. 16-02

Replacement of English Hills Pump Station
2633 English Hills Drive, Murfreesboro, TN

BACKGROUND

MWSD staff has determined that the English Hills pumping station is due for replacement. JBS personnel visited the site to inspect the station and electrical connections to the existing pump station.

SCOPE OF WORK

Labor and materials by JBS to remove and replace the existing pump station located at 2633 English Hills Drive in Murfreesboro, TN. The new pump station will be a Smith and Loveless Everlast 1000 series pump. The specific details and cutsheet of the proposed pump station are attached. This pump was sized/specified by MWSD. JBS will disconnect the existing power wiring and piping from the old pump station, and will remove the pump station from the site. JBS has assumed that MWSD will provide any vacuum truck and/or bypass pumping required to provide an empty pump station pit for the replacement. JBS will provide and install the two 4" suction lines (assumed DR-11 HDPE with stainless backup flanges) and the 4" discharge piping (assumed 4" ductile). JBS will also furnish and install power wiring to the new pump station and assist the factory representative with startup. Factory startup is included. We include some overtime in the event that it is required. Note that JBS does not include any warranty beyond the Smith and Loveless factory warranty, as per MWSD's direction. JBS also excludes any controls integration beyond the factory furnished alarm/light and floats. In addition, JBS has assumed that this project is non-taxable, and therefore no sales/use tax has been included.

Lead time on the pump is 8-9 weeks following submittal approval. JBS expects the replacement to take approximately 2-3 days including startup.

FISCAL IMPACT

The project will paid for out of 2015-2016 Budget Account

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	16	$75.00	$1,200.00
Project Mgr (OT)		$110.00	$0.00
Superintendent (RT)	26	$65.00	$1,690.00
Superintendent (OT)	4	$100.00	$400.00
Pipefitter/Welder (RT)	48	$50.00	$2,400.00
Pipefitter/Welder (OT)	8	$75.00	$600.00
Sprinkler Fitter (RT)		$42.00	$0.00
Sprinkler Fitter (OT)		$63.00	$0.00
Electrician (RT)	12	$50.00	$600.00
Electrician (OT)	4	$75.00	$300.00
Apprentice/Helper (RT)	36	$36.00	$1,296.00
Apprentice/Helper (OT)	8	$54.00	$432.00
Expediter/Delivery (RT)	6	$28.00	$168.00
Expediter/Delivery (OT)		$42.00	$0.00
Machine Shop Millwright (RT)		$56.00	$0.00
Machine Shop Millwright (OT)		$88.00	$0.00
HVAC/Plb Service Tech (RT)		$64.00	$0.00
HVAC/Plb Service Tech (OT)		$96.00	$0.00
Air Compressor Tech (RT)		$64.00	$0.00
Air Compressor Tech (OT)		$96.00	$0.00
Laborer - Skilled (RT)		$30.00	$0.00
Laborer - Skilled (OT)		$45.00	$0.00
Laborer - Unskilled (RT)		$21.00	$0.00
Laborer - Unskilled (OT)		$32.00	$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		$15.00	$0.00
Power Threader		$15.00	$0.00
Mini/Midi Hammer		$12.00	$0.00
Variable Reach Forklift		$26.00	$0.00
Pickup Truck	88	$15.00	$1,320.00
Scissor Lift		$18.00	$0.00
Skid Steer		$25.00	$0.00
Boom Man Lift		$29.00	$0.00
Cat 420D Backhoe		$33.00	$0.00
Street Plate		$7.00	$0.00
185 CFM Compressor		$15.00	$0.00

ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		$21.00	$0.00
Total Station EDM		$115.00	$0.00
15 ton Boom Truck*	8	$150.00	$1,200.00
30-50 Ton RT Crane*		$225.00	$0.00
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		$10.00	$0.00
6" Hydraulic Pump		$16.00	$0.00

Materials		
S&L Pump Station		$37,729.00
PS Handling & Delivery		$3,500.00
Electrical Materials		$318.00
Mech Materials / Pipe & Fittings		$1,890.00
Miscellaneous Materials		$400.00

TOTAL $55,443.00

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

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:

John Bouchard and Sons Company

By: _____

Name: _____

Title: _____

Date: _____

City:

City of Murfreesboro Water and Sewer Dept.

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form: _____

Susan Emery McGannon, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.

Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.

Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

MURFREESBORO WATER AND SEWER DEPARTMENT

Location Map - English Hill Dr Pumpstation

SCALE : 1" = 400'

April 2016
TAB

MWSD

Map Name Map Name Map Name.mxd

TASK ORDER NO. 16-03

April 20, 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 Wiring to Clarifier Collector Ring

TASK ORDER NO. 16-03

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

Each Clarifier (Work to be done on 2 Clarifiers):

- Remove existing wiring going to the collector ring.
- Blow out conduit and pull foam pulling mouse in conduit to remove any debris that may be inside the conduit.
- Install (1) stainless steel continuous hinge pull box.
- Replace seal tight conduit and fittings.
- Replace existing (12) #12 THHN wires and install (3) spare #12 THHN wires, all wires will properly labeled and color coded.
- Cleanup and test.

FISCAL IMPACT

The project will be paid for based on time, not-to exceed $ 7,324.00 and will be paid through the departments working capital reserves.

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	8	$75.00	$600.00
Project Mgr (OT)		$110.00	
Superintendent (RT)	4	$65.00	$260.00
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)	64	$50.00	$3200.00
Electrician (OT)		$75.00	
Apprentice/Helper (RT)	64	$36.00	$2304.00
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	

Description	Qty (hrs)	Rate	Extended
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	64	$15.00	$960.00
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

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Total Cost- $7,324.00

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

Approved as to Form: _____

David Ives, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION		**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

Quote

RCS

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Order Number: 0039810
Order Date: 4/12/2016

Salesperson: JS
Customer Number: MURCIWA

Sold To:
CITY OF MURFREESBORO - WATER
P.O. BOX 1477
Murfreesboro, TN 37130

Confirm To:

Ship To:
CITY OF MURFREESBORO
WATER AND SEWER DEPARTMENT
1725 SOUTH CHURCH STREET
Murfreesboro, TN 37131

Customer P.O.	Ship VIA	F.O.B.	Terms
			DUE UPON RECEIPT OF INVOICE

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
VAC-711-14516R	EACH	1.00	0.00	0.00	15,496.41	15,496.41
REBUILT VACUUM COMPRESSOR ASSY /PF			**Whse:** 000			250.00
Shipping & handling FREIGHT EST						

Net Order:	15,746.41
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	15,746.41

INDUSTRIAL MAINTENANCE & ENGINEERING

24 HOUR - 7 DAY EMERGENCY SERVICE
EASA "Q" QUALITY MANAGEMENT PROGRAM
www.ime-corp.com

RECOMMENDED PRACTICE

☒ 1531 J.P. Hennessey Dr.
Nashville, TN 37086
615-641-9474

QUOTATION

Inquiry Date: 4-7-16	Date Quoted:	Inquiry Number: 040716MWW

Company: Murfreesboro Water and Sewer Department
Address: Waste water treatment plant

Attention: Josh Lemay **Fax:** jlemay@murfreesborotn.gov

Description	Work Scope	PRICE
AC Horizontal Motor	**Supply New AC motor**	
400hp US – Titan Motor		
5008S frame	Functional equivalent to existing motor	
	Total (New Titan motor)	23,900+frt $475.00
		$ 24375.00

Comments: Motor weight 4,700lbs

IM&E's standard terms and conditions of sale apply. No other terms, specifications or requirements, either express or implied, apply to the offering.
Terms: Net 30 Days, Subject to the approval of our Credit Department. Customer's motor/property will be disposed of after 30 days if PO or work order is not received.
****Because of changing economic conditions and pending raw material price increases, we must reserve the right to adjust prices when conditions warrant.**
****Product cannot be returned (or cancelled after issuance of purchase order) unless otherwise agreed upon by IM&E, cancellation and restocking fees will apply.**

F.O.B. Shipping Point: 1531 J.P. Hennessey Dr. **Delivery:** 8 to 10 weeks

CONDITIONS OF SALE

1. With respect to goods purchased by Buyer from Seller ("Goods"), no contract exists until Buyer places order for delivery and such order is accepted buy Seller's acknowledging receipt of the order, by Seller's commencement of work on the Goods ordered, or by Seller's shipment of the Goods, whichever occurs first. Any acceptance will be limited to the express terms contained on the face hereof. Additional or different terms in Buyer's form or any attempt by Buyer to vary in any degree any of the terms of this quotation shall be deemed material and are objected to and rejected, but this shall not prevent the formation of a contract between Buyer and Seller unless such variances are in the terms of the description, quantity, price, or delivery schedule of the goods, and the order shall be deemed accepted by Seller without said additional or different terms.
2. All agreements are contingent upon strikes, accidents and other reasons for delay beyond Seller's control.
3. Seller warrants to buyer that the Goods purchased by Buyer from Seller shall be free from defects in material and workmanship. This warranty is the only warranty applicable to the Goods. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.
4. All Goods shall be inspected by Buyer when received and Seller shall not be liable for any Defect unless notified in writing within 60 days after delivery.
5. Seller's liability for breach of warranty shall be limited solely and exclusively to repairing or replacing, at Seller's option, the defective Goods. In no event shall the liability of Seller for breach of any contractual provision relating to the Goods exceed the purchase price of the Goods quoted herein. In no event shall Seller be liable for any special, incidental or consequential damages arising out of Buyer's use or sale of the Goods or Seller's breach of any contractual provisions relating to the Goods, including but not limited to any loss of profits or production by Buyer. Any action resulting from any breach by Seller must be commenced within one year after the cause of action has accrued.
6. Except to the extent caused by Seller's breach of warranty, Buyer shall indemnify and hold harmless Seller, its employees, officers and directors, and their respective successors and assigns, (Collectively, "Indemnities") from and against any and all liability, damages, claims, causes of action, losses, costs and expenses (including attorneys' fees) of any kind (collectively, "Damages") arising out of injuries to any person (including death) or damage to any property caused by or related to the Goods or any negligent act or omission of Buyer, its employees or agents. Buyer shall indemnify and hold harmless each of the Indemnities from and against any and all Damages, royalties and license fees arising from or for infringement of any patent by reason of any sale or use of the Goods or the manufacture of the Goods to Buyer's specifications or sample. Upon the tendering of any of the foregoing suits or claims to Buyer, Buyer shall defend the same at Buyer's expense. The foregoing obligations of Buyer shall apply whether Seller or Buyer defends such suits or claim.

By: Greg Szymanski **Title: Operations Mgr.**
IM&E

INDUSTRIAL SERVICES
OF NASHVILLE, INC.
1319 51ST Avenue North, Nashville, Tennessee 37209

Josh LeMay
Murfreesboro Water and Sewer
Murfreesboro, TN.

Date: April 21, 2016

Subject: Quotation for replacement of 400 hp ESEM Titan motor.

New Replacement motor price: $24,731 plus freight.
Lead time: 8 to 10 weeks after receipt of order – replacement of existing motor with exact replacement motor from the original manufacturer.
Freight from Monterrey, Mexico: **$1,140.00**.

(Void due to conduit box location) New replacement with GE TEFC stock motor: $17,458.20 – 2 available at GE warehouse in Mt. Juliet, TN. Requires modifications below to match existing motor mounting.
Will fit existing footprint of US Motor – frame size of GE Motor is 509LL and will have a larger diameter and ¾" longer shaft than the USEM motor. The GE has winding RTD's (100 – ohm) for thermal protection. See data pack and dimensional comparison for details.

(Void due to conduit box location) Optional pricing for GE Stock model with modifications – includes boring motor half coupling:
With insulated ODE Bearing (VFD protection) installed and shaft reduced in length (3/4"), install thermostats: **$20,326.00** net each. With shaft length reduced

With Aegis ring installed (for shaft grounding for VFD bearing protection) and shaft length reduced (3/4") to match USEM motor mounting, install thermostats: $ **19,897.00** net each.

Installation: Bolt down motor, couple motor to pump, connect electrical wiring, align pump and motor: $571.00. Verification of conduit box connection and location will need to be verified to assure power lead length and shielding is suitable to connect the new motor.

Larry Clark
Industrial Services of Nashville, Inc.
1319 51st Avenue North
Nashville, TN. 37209
PH: 629-333-6728

Josh Lemay

From: Debbie Willeford <dwilleford@foxbroselectric.com>
Sent: Thursday, April 07, 2016 1:00 PM
To: Josh Lemay
Subject: Re: FW: Motor Quote

Good afternoon Josh,

I finally got an answer for you:

Titan Holizontal 400 Hp Motor
Your cost **$27,058.82**
Plus motor freight (3100 approx. lbs), 8-10 weeks plus transit

Please review and advise, and thank you for the opportunity to be of service to you.

On Tue, Apr 5, 2016 at 4:11 PM, Debbie Willeford <dwilleford@foxbroselectric.com> wrote:
Good afternoon Josh,

Let me see what we can do for you, and I may not have an answer until tomorrow. Thanks, and I will get your information as soon as I can.

On Tue, Apr 5, 2016 at 3:24 PM, Josh Lemay <jlemay@murfreesborotn.gov> wrote:

-----Original Message-----
From: Josh Lemay
Sent: Tuesday, April 05, 2016 3:23 PM
To: 'dwillieford@foxbroselectic.com' <dwillieford@foxbroselectic.com>
Subject: Motor Quote

Hi,
This is Josh LeMay with Murfreesboro Water and Sewer Department at the Wastewater Treatment Plant. Attached are the nameplates for the motor I need a quote on a replacement for. If you need anything else let me know. Thanks

Josh LeMay
MWSD
Wastewater Assistant Plant Manager
2032 Blanton Dr.
Murfreesboro, TN 37129
615 642 3319 cell
615848 3225 office ext 3403

-----Original Message-----
From: Josh Lemay

Josh Lemay

From:	Larry Clark <larryclarkis@yahoo.com>
Sent:	Thursday, April 07, 2016 11:35 AM
To:	Josh Lemay; Larry Clark
Subject:	Repair 400 hp quote adjustment

Josh,

When my shop developed the pricing for the repair quote I had sent to you, there was an error in the cost for the winding related portion. It should have read just like the original quote we furnished back on June 16th, 2015, relative to the repair costs, except with the cost for rebarring of the rotor. See the new cost shown below.

Quotation for repair of 400 hp pump motor:

Item 1: Pickup and deliver motor to Murfreesboro, TN site
Disassemble, steam clean and bake, Re-dip Windings, Repair any fits if needed, Replace bearings, Assemble, Test, Paint. Net Cost: $4,142.00.

Item 2: If rewinding is needed: Net cost adder for rewinding: $ 5,238.00.

Item 3 (includes items 1 and 2) Total - (including rewind): $ 9,380. (does not include rebarring the rotor)

Item 4: Rebarring rotor due to rotor bar damage: Net Cost $ 26,000.

Total net cost - including items 1 through 4: $ 35,380.00.

Thanks for allowing Industrial Services of Nashville the opportunity to offer a quote for servicing your motors.

Best Regards,

Larry Clark
Industrial Services, Inc.
1319 - 51st Avenue North
Nashville, TN. 37209
P: 629-333-6728
E: larryclarkis@yahoo.com

HUDDLESTON STEELE ENGINEERING, INC.

LANCASTER ACADEMY DAYCARE

SEWER PARTICIPATION SUMMARY

04/21/16

Participation for Sewer Over 12 Ft. Depth

285 L.F. PVC PIPE (12-18' DEEP) @ $170.00/ FT =	$48,450.00
285 L.F. PVC PIPE (12' DEEP) @ $120.00/ FT =	$34,200.00
Difference:	$14,250.00

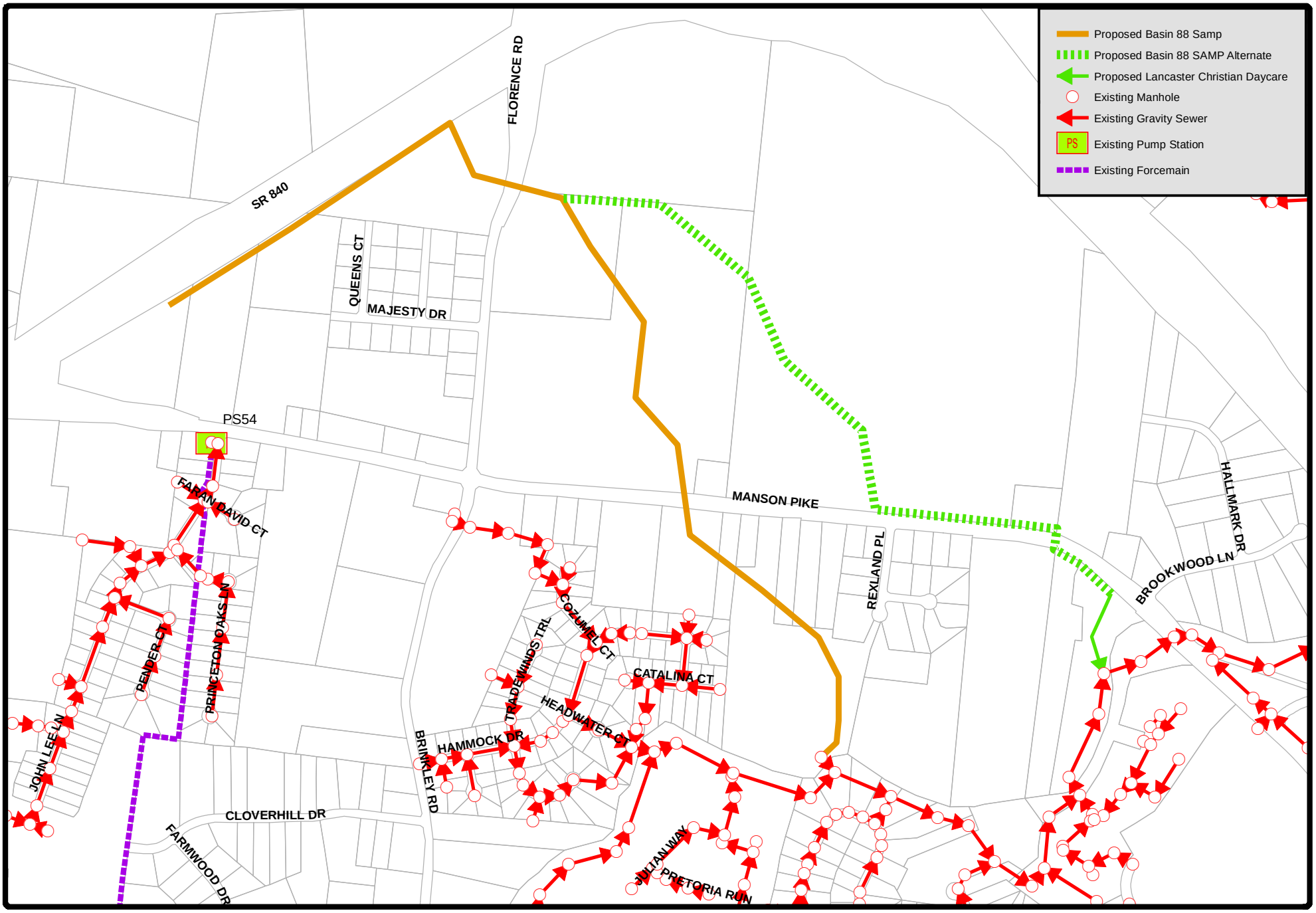
Participation for Increased Sewer Size (From Hayes Pipe Supply Quotes)

260 L.F. 12" DIP @ $45.00/FT =	$11,700.00
260 L.F. 8" DIP @ $29.50/FT =	$ 7,670.00
Difference:	$ 4,030.00

Participation for Sewer Size & Material Change) (From Hayes Pipe Supply Quotes)

532 L.F. 12" SDR-26 PVC PIPE @ $10.00/FT =	$5,320.00
532 L.F. 8" SDR-35 PVC PIPE @ $3.25/FT =	$1,729.00
Difference:	$3,591.00

Total Difference: $21,871.00



MURFREESBORO WATER AND SEWER DEPARTMENT

Sub-Basin Area Master Plan - Basin 88 Alternate Route

SCALE : 1" = 800'

April 2016
TAB

MWSD

Basin88SAMPAlt.mxd

JOBE, HASTINGS & ASSOCIATES
Certified Public Accountants
745 SOUTH CHURCH STREET – BELMONT PARK
P.O. BOX 1175 MURFREESBORO, TN 37133-1175
(615) 893-7777 FAX: (615) 896-5990
www.jobehastings.com

Donna K. Hastings, CPA, CSEP
James R. Jobe, CPA
Joel H. Jobe *(1944 – 2006)*

CITY OF MURFREESBORO
RECEIVED
FEB 16 2016
WATER AND SEWER DEPT.
MURFREESBORO, TENN

February 12, 2016

Mr. Darren Gore
Murfreesboro Water & Sewer Department
P.O. Box 1477
Murfreesboro, TN 37130

Re: Audit Proposal

Dear Mr. Gore:

We are pleased to submit our proposal to audit the financial statements of the Murfreesboro Water and Sewer Department and the Murfreesboro Stormwater Fund for the year ending June 30, 2016 in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.

Jobe, Hastings & Associates has extensive experience assisting local governments in the preparation of financial statements that comply with Governmental Accounting Standards Board (GASB) standards. Over the course of the past forty plus years of providing public accounting services, our firm has had multiple contracts with the Comptroller's office for the audits of financial statements and the performance of special audits for various municipalities, quasi-governmental entities, non-profits and other entities which were required to be audited under state law. In the last year, we had nine contracts with the State of Tennessee Comptroller's office. In addition, the firm has been instrumental in obtaining the initial certificates of achievement for excellence in financial reporting issued by the Government Finance Officers' Association (GFOA) for three mid-state municipalities.

The audits of the Water and Sewer Department and the Stormwater Fund will be financial and compliance audits and will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, as well as those prescribed by the Comptroller of the Treasury of the State of Tennessee. Furthermore, the audit of the Water and Sewer Department will be conducted in accordance with all guidelines as specified in the Single Audit Act and U.S. Office of Management and Budget (OMB) Uniform Grant Guidance 2 CFR Part 200, if applicable, and any other relevant federal management circulars.

As you are aware, we are the independent auditors for the City of Murfreesboro, Tennessee and are therefore, very familiar with the financial statements of both the Water and Sewer Department and the Stormwater Fund. As a result, we believe a change to us as your auditors would be a fairly smooth transition. We propose to perform the audits of the Murfreesboro Water and Sewer Department and the Murfreesboro Stormwater Fund for a total combined fee of $28,500 ($24,900 for the Water and Sewer Department and $3,600 for the Stormwater Fund.) This fee is based on the amount of time we feel is necessary to perform the audits in an efficient but comprehensive manner as required by the standards.

If you need any additional information other than what we have provided, please let us know. We look forward to the opportunity of working with you.

Sincerely,

James R. Jobe, CPA
Partner

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

April 20, 2016

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

RE: Northwest Broad Street SPS Replacements
Proposed Change Order #3
Recommendation Letter
MWSD Project No: 13003, CIA Project No: 2013-02

Dear Valerie:

Attached are four (4) copies of proposed Change Order #3 for the referenced project. The proposed changes are further described below:

1. Additive Air Release Valve Assembly:

   - MWSD system personnel have surveyed the newly installed force main and determined that a new high point has been created by profile changes to the force main required to avoid existing utilities, depths of which were unknown prior to construction.

   The contractor has asked for an additional 7 days to be added to the contract time to do the above listed work, as shown on the attached letter from JCumby, Incorporated.

   CIA concurs with MWSD and the above listed information and recommends the addition of the Air Release Valve Assembly at $8,200.00 be added to the contract sum and the additional time request be granted.

2. 6 Inch Force Main Replacement , CSX Railroad Crossing:

   - While laying Alternate #1, time delays were incurred because of the proximity of the existing casing pipe to the railroad tracks. A CSX inspector and flagger had to be on site while investigative work was performed within the CXS R.OW. In addition, CSX engineering had to be consulted prior to giving the city permission to access and use the existing casing pipe, once again, because the existing casing pipe is close to the tracks. Attached is a letter from the contractor regarding this delay, requesting 14 additional days be added to the contract time. This change does not affect the total contract sum.

   CIA concurs with MWSD and the above listed information and recommends the additional time request be granted.

3. Supplemental Quantity Item #4 - Over Excavation:

   While laying sewer line GS-1 (vicinity of existing SPS in Kubota parking lot), 24 C.Y. of over excavation and back fill was required by the project inspector. The trench bottom was not solid. This change does not affect the contract date.

CIA concurs with MWSD and the above listed information and recommends the payment for the Over Excavation and Backfill of $1,200.00 be added to the contract sum.

If you have any questions, please call.

Sincerely,

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

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

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

CHANGE ORDER NUMBER: 3

DATE OF ISSUANCE: April 20, 2016

ENGINEER PROJECT NO: 2013-02

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

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

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

1. Air Release Valve Assembly with Manhole and Cover.....(Add) $8,200.00
2. Item No. 4 – Supplemental Quantities Over Excavation 24 C.Y. ($50.00 per C.Y.) .....(Add) $1,200.00
3. Request for an additional fourteen (14) days for CSX Railroad crossing inspection/flagging.
4. Request for an additional seven (7) days for installation of Air Release Valve Assembly

Original Contract Sum was $976,089.00
Net change by previous authorized Change Orders $81,900.00
The Contract Sum prior to this Change Order was $1,057,989.00
The Contract Sum will be **(increased/~~decreased~~)** by this Change Order $9,400.00
The New Contract Sum including this Change Order $1,067,389.00
The Contract Time will be increased by an additional twenty-one (21) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is July 12, 2016.

Authorized:

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

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

J. Cumby Construction, Inc
General Construction • Construction Management

April 18, 2016

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

RE: Northwest Broad Street Sewage Pump Station Replacements
Time Extension Request – Railroad Issues

Linda:

Per our conversation today at the April Progress Meeting, we request an additional 14 days contract due to the delays associated with the 6" force main railroad crossing. As discussed today, we should complete this portion on the work on Sunday (4/24/2016).

Please let me know if you have any questions.

Sincerely,

Greg Shirley
Project Manager
J. Cumby Construction, Inc.

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

J. Cumby Construction, Inc
General Construction • Construction Management

February 26, 2016

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

RE: Northwest Broad Street Sewage Pump Station Replacements
Cost for Air Release Valve and Manhole

Linda:

The costs associated with a new Combination Air Valve with manhole is $8,200. The cost is determined by adding the manhole cost per bid item 11 ($5,500) plus the cost of the Air Release Valve and accessories ($2,700).

Additionally, we request an additional 7 days contract time associated with this add.

Please let me know if you have any questions.

Sincerely,

Greg Shirley
Project Manager
J. Cumby Construction, Inc.

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

Penn Valley Pump Co., Inc.
998 Easton Road • Warrington, PA 18976
Ph: 215-343-8750 • Fax: 215-343-8753
www.pennvalleypump.com

To: Brent Fowler **Smith, Seckman and Reid**	**Date: November 5, 2015** **Quote No: 13141 Rev 1 Budget** **Project: Murfreesboro Water and Sewer Department** **Sinking Creek WWTP**

Qty	Description	Unit Price	Total Price
	Application: Rotary Press Feed		
	Duty: 50 - 200GPM @ 60ft TDH		
	Suction: Flooded		
3	6" Model 6DDSX76CNU-MK2 Penn Valley Double Disc™ pump • 6" ASA/ANSI 150# flanged suction and discharge connections • Cast iron housings and neoprene elastomers • Maintain-in-place hinged housing design for ease of maintenance • Two-piece swan neck design with full port rigid clack valve • 15HP, 1200RPM 230-460/3/60 Severe duty, inverter ready motor • 230 RPM Max pump speed achieved with V-belt and pulley drive • Suction and Discharge pulsation dampeners • 304SS Welded base with OSHA approved guards and covers • Pump and dampeners coated with industrial primer and topcoat • Per drawing PVD728 Piggy-Back motor mount Note: *Existing 6" Model 6DDSX76 Pumps were supplied with a frame to provide suction and discharge centerline heights of 22". This pump can be supplied as same or with any other height to accommodate the replacement of the existing Duplex pumping units.*	$26,500.00	$79,500.00
1	Set of recommended spare parts	$2,300.00	$2,300.00
	Recommended Accessories:		
3	Model PVP420V Suction vacuum sensor assembly consisting of: 1" NPT SS316 sensor with EPDM sleeve and 4" (30"Hg-30psi) SS gauge.	$600.00	$1,800.00
3	Model PVP420PS Discharge pressure switch assembly consisting of: 1" NPT SS316 sensor with EPDM sleeve, adjustable pressure switch set at 30psi and 4" (0-100psi) SS gauge. Mounts to top of dampener to provide protection against plugged lines and closed valves.	$950.00	$2,850.0
3	Days of start-up and training services	$3,600.00	$3,600.00
1	Estimated transport to site. Estimated weight of shipment is 1400lbs.	$1,500.00	$1,500.00

Commercial Information:

1. Shipment is 8 – 10 weeks after receipt of purchase order or approved submittals.
2. Submittals, if required, are 2 – 3 weeks after receipt of purchase order.
3. Freight terms are F.O.B. Factory, Warrington, PA with freight allowed to jobsite.
4. Terms are Net 30 days after receipt of invoice.
5. Quotation is valid for 120 days from date of issue.
6. Warranty is two (2) years from date of shipment for manufacturer's defects in materials and workmanship.

The following items have not been included:

- Installation, foundations, anchor bolts, grouting and foundation design
- Motor starters, Variable Frequency Drives (VFD's) or Controls

Quoted by: Preston Campbell

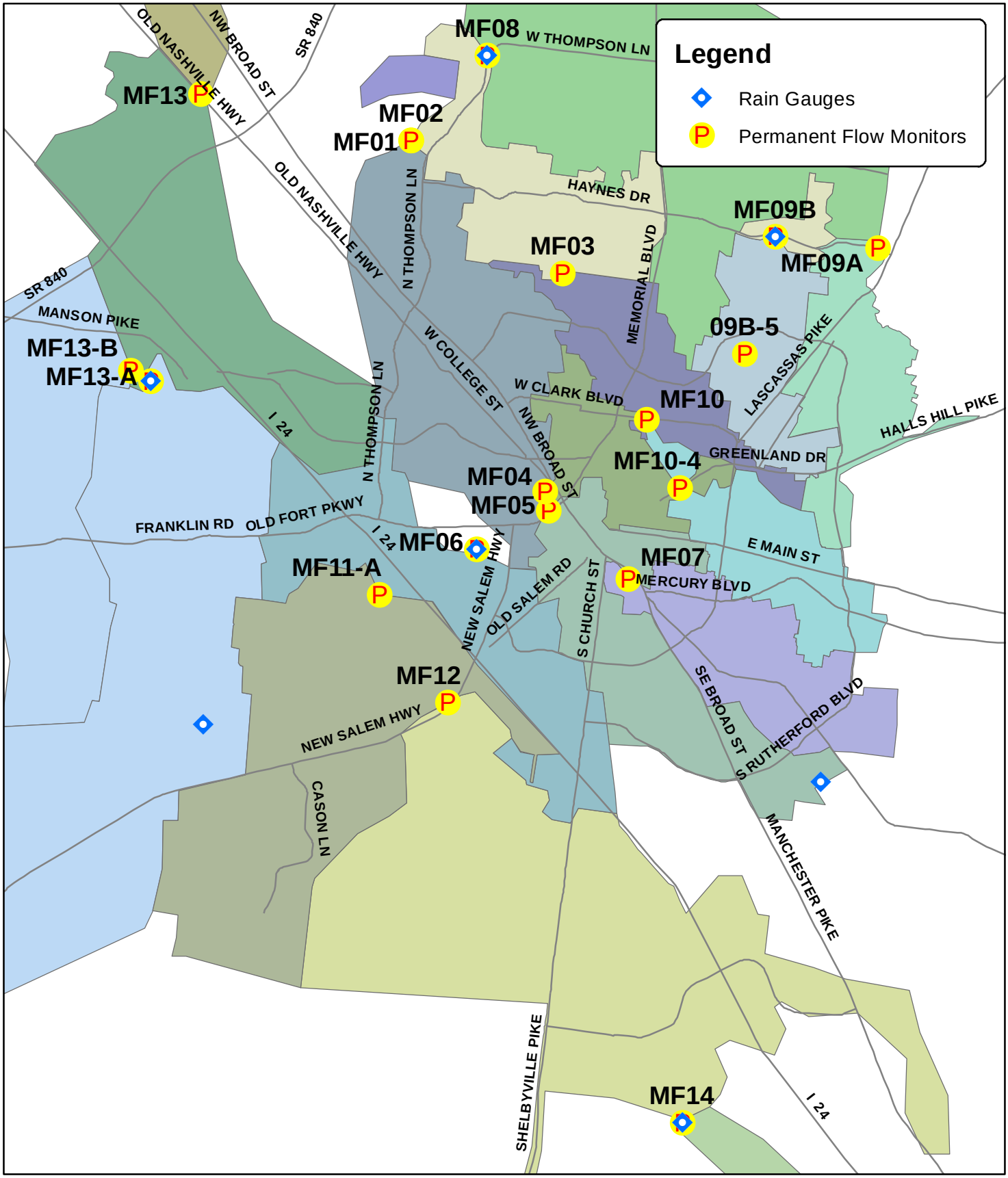
Loan Amortization Schedule

	Enter values
Loan amount	$ 1,078,726.00
Annual interest rate	1.01 %
Loan period in years	20
Number of payments per year	1
Start date of loan	10/1/2016
Optional extra payments	$ -

	Loan summary
Scheduled payment	$ 59,838.15
Scheduled number of payments	20
Actual number of payments	20
Total early payments	$ -
Total interest	$ 118,036.94

Project name: Fournier Biosolids Press Repl

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/1/2017	$ 1,078,726.00	$ 59,838.15	$ -	$ 59,838.15	$ 48,943.01	$ 10,895.13	$ 1,029,782.99	$ 10,895.13
2	10/1/2018	1,029,782.99	59,838.15	-	59,838.15	49,437.34	10,400.81	980,345.65	21,295.94
3	10/1/2019	980,345.65	59,838.15	-	59,838.15	49,936.66	9,901.49	930,408.99	31,197.43
4	10/1/2020	930,408.99	59,838.15	-	59,838.15	50,441.02	9,397.13	879,967.97	40,594.56
5	10/1/2021	879,967.97	59,838.15	-	59,838.15	50,950.47	8,887.68	829,017.50	49,482.24
6	10/1/2022	829,017.50	59,838.15	-	59,838.15	51,465.07	8,373.08	777,552.43	57,855.32
7	10/1/2023	777,552.43	59,838.15	-	59,838.15	51,984.87	7,853.28	725,567.57	65,708.60
8	10/1/2024	725,567.57	59,838.15	-	59,838.15	52,509.91	7,328.23	673,057.65	73,036.83
9	10/1/2025	673,057.65	59,838.15	-	59,838.15	53,040.26	6,797.88	620,017.39	79,834.71
10	10/1/2026	620,017.39	59,838.15	-	59,838.15	53,575.97	6,262.18	566,441.41	86,096.89
11	10/1/2027	566,441.41	59,838.15	-	59,838.15	54,117.09	5,721.06	512,324.33	91,817.94
12	10/1/2028	512,324.33	59,838.15	-	59,838.15	54,663.67	5,174.48	457,660.65	96,992.42
13	10/1/2029	457,660.65	59,838.15	-	59,838.15	55,215.77	4,622.37	402,444.88	101,614.79
14	10/1/2030	402,444.88	59,838.15	-	59,838.15	55,773.45	4,064.69	346,671.43	105,679.49
15	10/1/2031	346,671.43	59,838.15	-	59,838.15	56,336.77	3,501.38	290,334.66	109,180.87
16	10/1/2032	290,334.66	59,838.15	-	59,838.15	56,905.77	2,932.38	233,428.89	112,113.25
17	10/1/2033	233,428.89	59,838.15	-	59,838.15	57,480.52	2,357.63	175,948.38	114,470.88
18	10/1/2034	175,948.38	59,838.15	-	59,838.15	58,061.07	1,777.08	117,887.31	116,247.96
19	10/1/2035	117,887.31	59,838.15	-	59,838.15	58,647.49	1,190.66	59,239.82	117,438.62
20	10/1/2036	59,239.82	59,838.15	-	59,239.82	58,641.50	598.32	0.00	118,036.94



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MURFREESBORO WATER AND SEWER DEPARTMENT

Permanent Flow Monitors and Rain Gauges

City of MURFREESBORO TENNESSEE

KMC / 4/22/16
PERM FLOW
MONITORS SMALL.MXD

PROJECT MEMORANDUM – No. 1

Date:	April 18, 2016
To:	Ms. Valerie Smith, PE – Assistant Director, Murfreesboro Water & Sewer
Prepared By:	Travis Wilson, P.E.
Littlejohn Project No.:	20150318 – Murfreesboro 2015 Rehabilitation Project
Subject:	Request for Task Order 20150318 Amendment

Valerie –

Littlejohn Engineering is requesting an amendment to Task Order 20150318 to increase our fee ceiling to accommodate for scope modifications included subsequent to the execution of our original agreement. Scope modifications include the addition of items to be repaired throughout the collection system, additional time to perform the work, supplemental services not originally in the agreement, and additional time performing associated design, administration, and project representation services. As discussed at the time the additional items were added to the project, we would request MWSD's consideration for an increase in fee to cover the cost of each respective service provided outside the original scope at the time we encroached upon the overall fee ceiling for each respective service. Currently we are approximately 95% of our available fee ceiling of $163,800 and would request consideration of an increase to that fee ceilings to account for the changes in scope as detailed below.

Engineering Design Services

The original agreement included a list of items, comprising of mainline defects, manhole defects, and service lateral defects, that Murfreesboro Water & Sewer had observed as needing some type of repair. Based on the original list of items to be repaired provided by MWSD, the design fee in the original agreement was estimated and based off a construction cost of approximately $1.2 Million as referenced in the Scope of Services. During the actual review of inspection data and design process, Murfreesboro Water & Sewer added additional mainline segments, manholes, service lateral connections, and a pump station rehabilitation to the project list which were subsequently reviewed and a rehabilitation design completed. The low bid price for the construction contract is $2,737,276.90 which is an increase of approximately 120%. As previously discussed, we recognize the effort is not directly linear to the construction cost; however, there was additional effort expended to incorporate a significant number of items to the project.

Construction Administration

The original estimated contract time was based on a 120-days; however, with the inclusion of additional sewer

mainline, manhole, and service lateral connection repairs, the contract period was increased from 120 days to 135 days to account for the added items. This additional time was not accounted for when estimating the administration, scheduling, answering field related questions and coordination with the contractor.

Additional Services

During the project, findings concluding that conventional surveying and boundary research was required to complete one of the repairs. The Prime Contractor had crews mobilized ready to complete repairs and were coordinating time sensitive scheduling. MWSD requested that Littlejohn provide the surveying to provide the necessary information to make an assessment and schedule a final repair. As discussed at that time, Littlejohn provided those services from the construction administration budget which were not previously included in the scope of services to be performed.

Resident Project Representation

In the original Task Order, it was anticipated that Littlejohn would provide some onsite training to MWSD project inspectors relating to specialized trenchless repair methods such that MWSD personnel might assist and assume some of the project representation work load. However, the project tasks were scheduled such that the contractor would complete in a timely manner to provide minimal public disruption. To comply, the contractor has consistently scheduled four to five crews working simultaneously. With the large geographic area in which the project covers and the number of subcontractors working each day, the anticipated plan of provided this training to MWSD personnel has not been possible. The original agreement was budgeted for Littlejohn to provide Resident Project Representation (RPR) services for 75% of the time. It has worked out that Littlejohn has been required to provide RPR services at 100% of the time along with an MWSD inspector 100% of the time to ensure proper coverage throughout the project area. Also, with the request of additional time via change order by the contractor to perform work not in the original scope, additional time will be required to ensure coverage on the project site to complete the project.

As part of the construction contract, an established work week was included to minimize or prevent additional or overtime hours during the project. However, due to working within busy areas of the City and along busy streets and roadways (Haynes Blvd and Sulphur Springs Rd), the Contractor has been limited by the City to strict work times and days in specific areas, requiring additional time not accounted for in the original scope of services, which includes work into the night and on weekends.

Below is a table summarizing the original Task Order values for each task, the requested amended fee, and the total amended fee.

Task	Description	Original Fee	Requested Amended Fee	Total Amended
Task 1	Design	$45,000.00	$16,500.00	$61,500.00
Task 2	Construction Administration	$36,000.00	$12,500.00	$48,500.00
Task 3	RPR Services	$82,800.00	$38,500.00	$121,300.00
Task 4	Supplemental Services	NA	$1,950.00	$1,950.00
	Total	***$163,800.00***	***$69,450.00***	***$233,250.00***

Littlejohn Engineering certainly appreciates the opportunity to work with MWSD on this important project, and respectfully request that the fee ceiling be extended by $69,450.00 to account for the additional scope of services as described above. Per Task Order 20150318, the actual amount billed will be based on time worked and these are not to exceed estimates.

Littlejohn
An S&ME Company

April 18, 2016

Ms. Valerie Smith, PE
Assistant Director
Murfreesboro Water & Sewer Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Murfreesboro 2015 Rehabilitation Project
Murfreesboro, Tennessee
Proposed Change Order No. 1

Dear Ms. Smith:

Attached is proposed Change Order No. 1 describing work to be added to the above project as requested by Murfreesboro Water & Sewer Department.

One item includes the trenchless rehabilitation of an 8-inch vitrified clay defective sewer main by method of pipe bursting. The defective pipe runs along the property line of two residential homes, under a fence, and along several large trees. Pipe bursting would provide minimal disturbance and prevent the removal of trees and replacement of the fence.

One item includes the installation of a non-slip coating on the floor of the dry pit at the VA Pump Station. This was requested as a safety improvement to the pump station to prevent falls while performing routine maintenance.

Littlejohn Engineering has reviewed the proposed change order items and recommend it be approved. It is recommended the contract value be adjusted to accommodate the items listed in Change Order No. 1 for the amount shown. Please review the enclosures, and if acceptable, execute and forward a copy to me.

If you have any questions regarding this change order, please contact me to discuss at your convenience.

Sincerely,

LITTLEJOHN – AN S&ME COMPANY

Travis E. Wilson

Travis E. Wilson, PE
Principal Engineer

Attachment – Proposed Change Order No. 1

Murfreesboro Water & Sewer
220 NW Broad Street
Murfreesboro, TN 37130
PHONE: (615) 848-3202 |

CR# 1
Date Issued: 4/26/2016

CHANGE REQUEST FORM (CRF)

Owner Contract No. **Project No. 15075**
Project Name: **Murfreesboro 2016 Rehabilitation Project**
Engineer: Littlejohn - An S&ME Company
Contractor: SBW Constructors, LLC

Requested By: Murfreesboro Water & Sewer Department
Drawing:
Problem Desc: Additional items were requested to be repaired not originally in the project scope

Revised Scope Description/Details

Item No.	Description	Unit	Qty	Unit Price	Item Total
ADD					
14b.	Install Watertight, Non Slip Coating on Dry Pit Floor	LS	1	$9,466.60	$9,466.60
18a.	Mainline Pipe Bursting (8-inch DIPS)	LF	352	$110.00	$38,720.00
18b.	Service Lateral Reinstatement For Pipe Bursting Mainline	EA	4	$2,400.00	$9,600.00
DEDUCT					
				CHANGE IN CONTRACT VALUE	**$57,786.60**
				ORIGINAL CONTRACT VALUE	$2,737,276.90
				CONTRACT VALUE AFTER CHANGE ORDER #1	**$2,795,063.50**

Contractor Acknowledgement:

☐ No Change in Contract Amount is required.
☐ No Change in Contract Time is required.
☑ A Change in Contract Amount is required: **$57,786.60**
☑ A Change in Contract Time is required: **30 days**

Architect / Engineer / Inspector / RPR

Contractor

Change in Contract Amount is within the Contingency Amount authorized under Resolution No. **NA**

☐ Yes ☐ No

Engineer / Architect Project Manager

Proceed with Execution

☑ Yes ☐ No

Owner's Representative

Distribution: Engineer, Owner; Central Files

SBW Constructors, LLC

107 Terry Lane
Cottontown, TN 37048
(615) 574-9420

Change Order Proposal

Project: Murfreesboro 2015 Rehabilitation Project

Proposal # 1

Date: 3/23/2016

To Client: City of Murfreeesboro Water and Sewer Department

Engineer: Littlejohn Engineering

Attn: Travis Wilson, PE

The proposal is detailed as follows:

Item #	Description	Qty	Unit	Unit Price	Total
1	Coat Flooring of pump room with epoxy (21.5' x 9.5')	1	LS	$9,466.60	$ 9,466.60

$9,466.60

Notes:
Includes CTR Coatings- 1 mobilization, sandblast floor, apply 2 coats of Sherwin Williams Dura-Plate 235. Sand will be added to second coat to creat a non-skid surface.

Inclusions:
Bypass Pumping
Traffic Control and Permits
Seeding

Exclusions:

Contractor: SBW Constructors, LLC

Jeramie White
(Signature)

Jeramie White, Project Manager
By

3/23/2016
Date

SBW Constructors, LLC

107 Terry Lane
Cottontown, TN 37048
(615) 574-9420

Change Order Proposal

Project: Murfreesboro 2015 Rehabilitation Project

Proposal # 1

Date: 1/8/2016

To Client: City of Murfreeesboro Water and Sewer Department

Engineer: Littlejohn Engineering

Attn: Travis Wilson, PE

The proposal is detailed as follows:

Item #	Description	Qty	Unit	Unit Price	Total
1	Mainline Pipe Bursting (8-Inch DIPS)	352	LF	$ 110.00	$ 38,720.00
2	Service Lateral Reinstatement	4	EA	$ 2,400.00	$ 9,600.00

$48,320.00

Asphalt restoration items including flowable fill will be invoiced by actual quantity installed as directed/ required per contract unit prices

Inclusions:

Personnel, equipment, and material to install 352 LF 8" HDPE
Pre and Post CCTV
Grassing
Traffic Control and Permits

Exclusions:

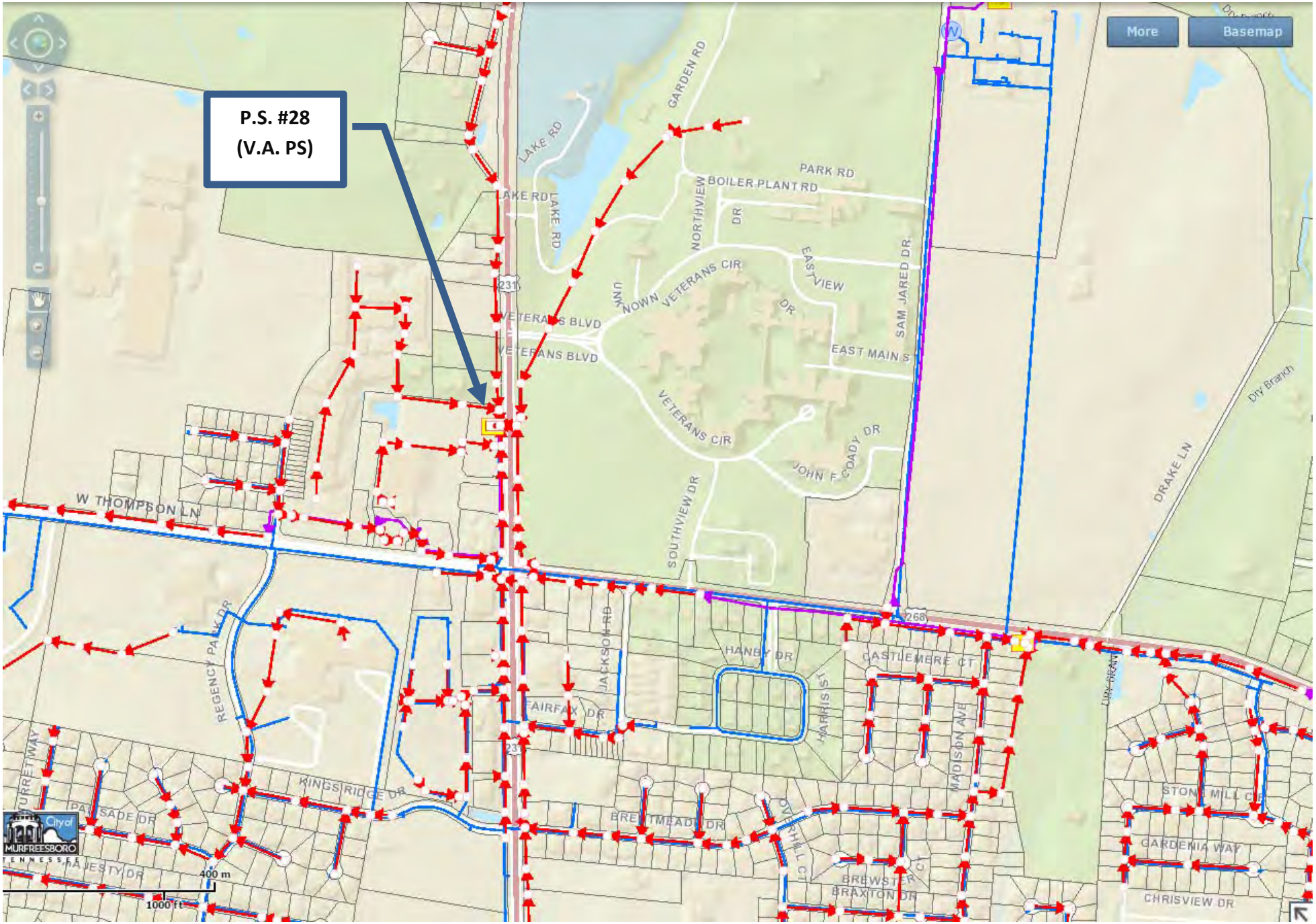
Asphalt and Concrete Restoration - To be invoiced per existing contract unit prices
Pipe Bursting under existing garage

Contractor: SBW Constructors, LLC

Jeramie White
(Signature)

Jeramie White, Project Manager
By

1/8/2016
Date


P.S. #28
(V.A. PS)
More
Basemap
GARDEN RD
LAKE RD
PARK RD
BOILER PLANT RD
NORTHVIEW DR
EAST VIEW DR
SAM JARED DR
UNKNOWN
VETERANS CIR
VETERANS BLVD
EAST MAIN ST
JOHN F GODDY DR
SOUTHVIEW DR
W THOMPSON LN
DRAKE LN
Dry Branch
REGENCY PARK DR
JACKSON RD
HANEY DR
CASTLEMERE CT
HARRIS ST
MADISON AVE
FAIRFAX DR
KINGSRIDGE DR
BREWTMEAD DR
BREWSTER CT
BRAXTON DR
STONE MILL CT
GARDENIA WAY
CHRISVIEW DR
231
268
City of MURFREESBORO
400 m
1000 ft

MURFREESBORO WATER AND SEWER DEPARTMENT

Sewer Pipe Bursting - Greenhill St

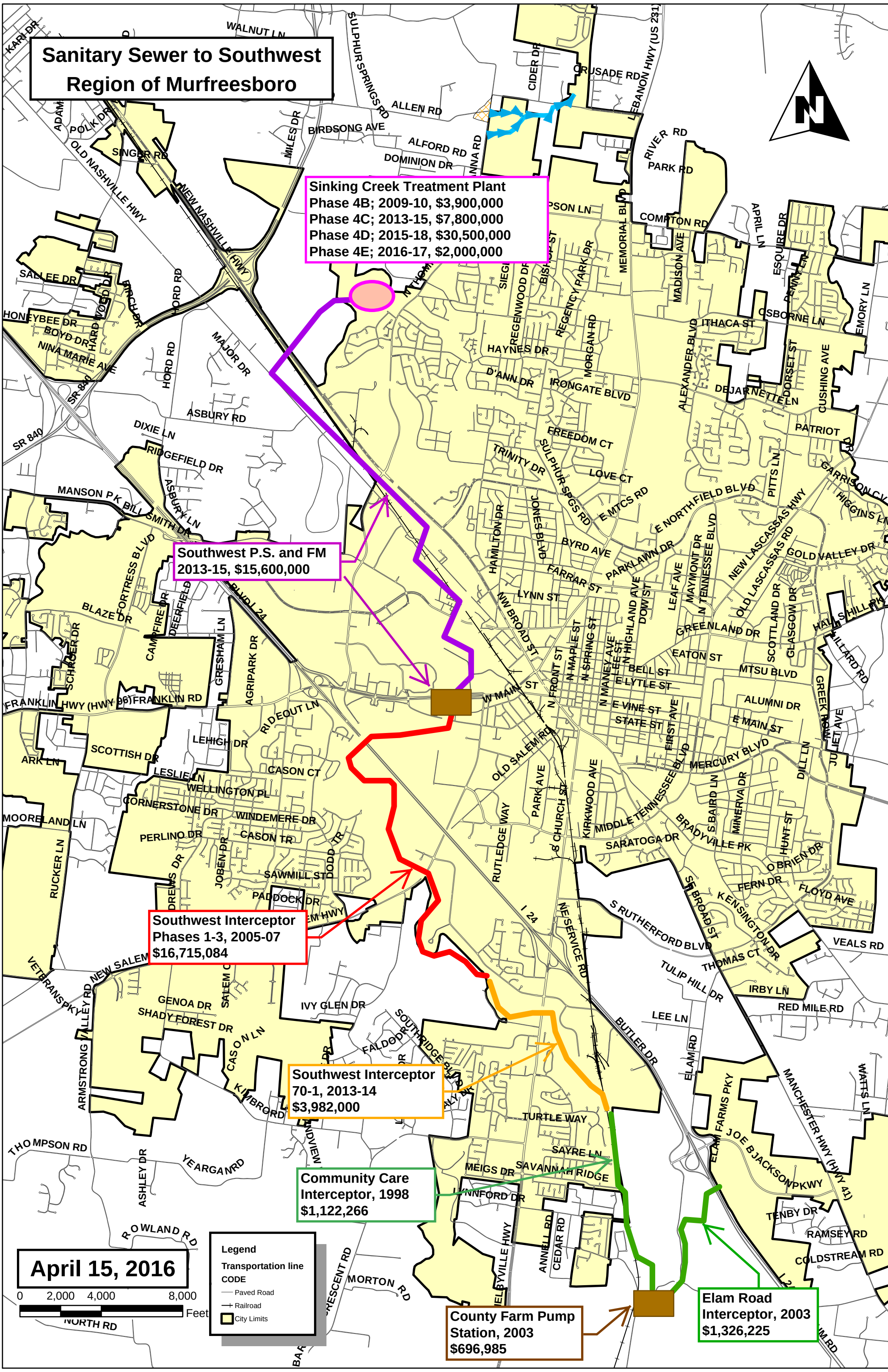
SCALE : 1" = 100'

April 2016
TAB

MWSD

Map Name Map Name Map Name.mxd

Sanitary Sewer to Southwest Region of Murfreesboro



PROJECT MEMORANDUM

To: Darren Gore

From: Brent Fowler

Date: April 14, 2016

Re: Request for Additional Services

Project Name: Sinking Creek WWTP Phase 4D Expansion
Project Number: 1241019.0

Darren,

As we have discussed, there were a number of scope modifications that were made during the design of the Phase 4D expansion at the Sinking Creek WWTP. Our contract with MWSD was negotiated as a Time and Materials based agreement to allow that flexibility, as we knew additional design items would arise due to the need for renovation and replacement of existing equipment, and as we knew process optimization for nutrient reduction continued. In previous correspondence, we had submitted those items that we believed were outside of the original scope for MWSD's consideration if in fact it appeared that we would encroach upon the established fee ceiling. We are currently at approximately 91% of our available fee and are approaching the fee ceiling of $2,661,620.00. We would respectfully request consideration of an increase to that fee ceiling to account for the changes in scope detailed below.

Our original task order with MWSD excluded any work related to the Tennessee State Revolving Fund (SRF) loan program. Later, due to favorable interest rates and the potential for principal forgiveness, the decision was made to utilize SRF loan program money for this project. Due to its Federal subsidization, the SRF program requires additional documentation and planning materials during design. Once such item is the submittal of a Facilities Plan for the project. To produce this document we estimated the effort would cost $9,770.00. This tabulation is summarized in Table 1 below. The SRF program also requires much more construction documentation to assure that program requirements like Davis Bacon Wage Rates and American Iron and Steel provisions are met. Prior to project closeout, there are also requirements associated with commissioning and operations and maintenance manuals that are not clearly defined as of yet. This additional effort may necessitate and additional request for fee extension as the project progresses.

Additionally, there were modifications to the design scope that were necessary as that design progressed. Some were due to SRF requirements. Others were associated with either replacement of failing equipment, replacement due to life cycle cost savings, or for process control or optimization of existing facilities. Out of town travel was also excluded from the original scope of supply, however several trips were deemed necessary to evaluate competitive equipment for potential inclusion. These scope modifications are summarized in Table 2 below.

We appreciate the opportunity to continue our service on this important project, and respectfully request that the fee ceiling be extended by $194,535.50 to $2,856,155.50 to account for these additional scope items as detailed below.

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

Smith Seckman Reid, Inc.

PROJECT MEMORANDUM

Table 1
Sinking Creek WWTP Phase 4D Expansion
SRF Update of MWSD 201 Facilities Plan
Estimated Fee 11/20/2013

Task	Hours	Rate	Cost
Update Population Projections	8	$ 125.00	$ 1,000.00
Update Flow Projections	4	$ 125.00	$ 500.00
Add Environmental Justice Section	16	$ 140.00	$ 2,240.00
Add SRF Budget	16	$ 140.00	$ 2,240.00
Add Plan Comparison Table	12	$ 125.00	$ 1,500.00
Removing Unnecessary Information	2	$ 125.00	$ 250.00
Compile Document	8	$ 125.00	$ 1,000.00
QA/QC Review of Plan	2	$ 140.00	$ 280.00
Printing/Handling Labor	2	$ 55.00	$ 110.00
Printing Costs	--	--	$ 650.00
Total			**$ 9,770.00**

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Table 2
Sinking Creek WWTP Phase 4D Expansion
Murfreesboro Water & Sewer Department
Miscellaneous Scope Changes and Estimated Fee Increase 4/4/2016

Task	Hours	Average Rate	Cost
Flood Hazard Mitigation Analysis, Report, and Certifications	40	$ 125.00	$ 5,000.00
SRF Funding Requirements for Bidding Documents and Construction Administration	120	$ 140.00	$ 16,800.00
Leopold Filters Review and Site Visit	30	$ 140.00	$ 4,200.00
SCADA Integration Contract Coordination/Negotiations	40	$ 160.00	$ 6,400.00
Addition of 5th Tertiary Filter	118	$ 140.00	$ 16,520.00
Changes to Oxidation Ditch (Recycle channel and aerator change)	36	$ 140.00	$ 5,040.00
Existing UV Equipment Replacement	190	$ 140.00	$ 26,600.00
Add VFDs to project scope	80	$ 140.00	$ 11,200.00
Filter Modifications (Delete Mudwell, Clearwell, Pumps and Blowers)	1	$ 70,723.00	$ 70,723.00
SEC Fee Increase Request (includes revisions for Filter Modifications)	1	$ 6,182.50	$ 6,182.50
I and C Fee Increase for MR Systems Coordination	25	$ 140.00	$ 3,500.00
Add Ovivo Oculus Controls to Existing Ditches	60	$ 140.00	$ 8,400.00
Generator Power and Mag Meter at Existing Filters	30	$ 140.00	$ 4,200.00
Total			**$ 184,765.50**

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PROJECT MEMORANDUM

To: Darren Gore

From: Brent Fowler

Date: April 14, 2016

Re: Remaining RPR Fees

Project Name: Southwest Regional PS (SWRPS) and SCWWTP Phase 4C
Project Number: 0641057.2; 1247001.1

Darren,

This memo is written to update you on the status of the Resident Project Representative (RPR) contracts for the Southwest Regional Pump Station and Sinking Creek Wastewater Treatment Plant Expansion – Phase 4C.

The work at Southwest Regional Pump Station is complete and SSR is in the process of project closeout with Garney Construction and with the State Revolving Fund loan program. Therefore, we propose to close the RPR services work order. The remaining fee in Work Order 0641057.2 (SWRPS) is $49,427.50. The work for the SCWWTP Phase 4C Expansion project is essentially complete and we do not expect to incur any future costs related to RPR services. Therefore, we propose to close the RPR services work order associated with this project. The remaining fee in Work Order 1247001.1 (SCWWTP Phase 4C) is $122,990.00.The total unused fee for these two RPR work orders is $172,417.50.

SSR is very pleased that, as we hoped, efficiencies in RPR services were realized due to multiple construction contracts occurring simultaneously. We hope that MWSD is also pleased with the reduction in fees associated with these two projects.

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

December 30, 2015

Mr. Brian Pollock
Murfreesboro Water and Sewer Department
2032 Blanton Drive
Murfreesboro, Tennessee 37129

Re: Murfreesboro Water and Sewer Department, Sinking Creek Wastewater Treatment Plant
Phase 4C Controls Integration– Change Order Request #2, WO #13-65-085-0

Dear Mr. Pollock,

Smith Seckman Reid prepared the below change request to account for the scope described, which were not included in our original scope of work, for the MWSD SCWWTP Phase 4C Expansion project:

- Provide startup assistance at the ECO2 offsite odor control system in regards to the communication / telemetry setup.
- Upgrade the firmware of the CP-22-001 PLC to latest revision.

For the additional Scope of Work defined above, we propose to provide these professional integration services for the Lump Sum Fee of Three Thousand, Six Hundred Dollars ($3,600.00).

We trust this Change Order Request meets with your approval and we look forward to working with you and the other MWSD team members to successfully complete this project. Please do not hesitate to contact me at 615.460.0556 should you have any questions or need additional information.

Best regards,

Jason Whitehouse, PE
Process & Automation Division

Cc: Scott Barry, CPD, LEED AP
David Bradford, PE, LEED AP
Walter E. Blalack, PE, LEED AP
Greg Bologna, PE

2650 Thousand Oaks Boulevard, Suite 3200, Memphis, Tennessee 38118
Tel: 901.683.3900 · Fax: 901.683.3990 · www.ssr-inc.com

December 30, 2015

Mr. Brian Pollock
Murfreesboro Water and Sewer Department
2032 Blanton Drive
Murfreesboro, Tennessee 37129

Re: Murfreesboro Water and Sewer Department, SW Regional Pumping Station
Controls Integration– Change Order Request #1, WO #13-65-086-0

Dear Mr. Pollock,

Smith Seckman Reid prepared the below change request to account for the scope described, which were not included in our original scope of work, for the MWSD Southwest Regional Pumping Station project:

- Upgrade the firmware of the CP-01 PLC to latest revision.

For the additional Scope of Work defined above, we propose to provide these professional integration services for the Lump Sum Fee of One Thousand, One Three Hundred Dollars ($1,300.00).

We trust this Change Order Request meets with your approval and we look forward to working with you and the other MWSD team members to successfully complete this project. Please do not hesitate to contact me at 615.460.0556 should you have any questions or need additional information.

Best regards,

Jason Whitehouse, PE
Process & Automation Division

Cc: Scott Barry, CPD, LEED AP
David Bradford, PE, LEED AP
Walter E. Blalack, PE, LEED AP
Greg Bologna, PE

PROJECT MEMORANDUM

To: Darren Gore

From: Brent Fowler

Date: April 12, 2016

Re: Additional Services

Project Name: Sinking Creek WWTP Phase 4E Rotary Sludge Press Replacement
Project Number: 1241019.2

Darren,

This memo is written to request fee for additional services in the amount of $10,355.00 incurred during the design and bidding assistance phase of the subject project.

Work Order 1241019.2 was for the basic services related to the design and replacement of two (2) sludge presses and two (2) sludge transfer pumps. MWSD later decided to replace three (3) presses and three (3) pumps. Drawings and specifications were modified to reflect these changes along with revising and resubmitting the SRF planning document. Additional effort was also expended on bidding assistance related to dissemination of contract documents to John Bouchard & Sons and MR Systems. This was also not included in the original work order.

We respectfully request that MWSD review and authorize this request for additional services.

Attachments:
Amendment 1 to WO 1241019.2
Add Services Summary
WO 1241019.2

T:\Team41\2012\12410192\Correspondence\Memo\BDF160412_MEM_Additional Services.doc

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 12-41-019.2
Amendment No. 1 .

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: November 2, 2015

   b. Owner: Murfreesboro Water and Sewer Department

   c. Engineer: Smith Seckman Reid, Inc

   d. Project: SCWWTP Phase 4E – Biosolids Dewatering Equipment

2. *Description of Modifications:*

   a. In addition to the scope described in Work Order 1241019.2, this modification includes:

      1) Basic engineering services for replacement of (3) rotary sludge presses and sludge transfer pumps and all appurtenances in lieu of two (2) presses and pumps as stipulated in the original scope of services. This modification will include revisions and re-issuing the SRF Facilities Plan, revisions to the drawings, and revisions to the specifications.
      2) Bidding assistance including dissemination of contract documents.

3. Agreement Summary (Reference only)
   a. Original Agreement amount: $119,900.00
   b. Net change for prior amendments: $0.00
   c. This amendment amount: $10,355.00
   d. Adjusted Agreement amount: $130,255.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

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OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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Sinking Creek WWTP Phase 4E Expansion
Murfreesboro Water & Sewer Department
Miscellaneous Scope Changes and Estimated Fee Increase

SSR No. 1241019.2 4/12/2016

Task	Hours	Average Rate	Cost
Update and Dissemination of Revised SRF Planning Document	16	$ 112.50	$ 1,800.00
Revisions to Plans	29	$ 120.00	$ 3,480.00
Discipline Coordination	8	$ 145.00	$ 1,160.00
Revisions to Specifications, Coordination with Manufacturers	10	$ 145.00	$ 1,450.00
QAQC, Submittal of Documents	8	$ 145.00	$ 1,160.00
Bidding Assistance	9	$ 145.00	$ 1,305.00
Total			**$ 10,355.00**

. . . creating a better quality of life.

Consent Agenda

April 29, 2016

Honorable Mayor and Members of City Council

Re: Mandatory Referral [2016-701] for the abandonment of 15' portion of a public utility & drainage easement located along Conference Center Boulevard, Matt Taylor SEC applicant.

Background

During its regular meeting on April 20, 2016, the Planning Commission considered abandoning a portion of an existing public utility and drainage easement located along Conference Center Boulevard, within Lot 12 of the North Church LLC subdivision. The easement is recorded as 30' wide. Because the easement is also a utility easement, it will be up to the applicant to work with utility providers to abandon their interest in the easement. The City Engineer has reviewed the request and is has determined a portion of the drainage easement is no longer needed for a public drainage purpose and is okay with releasing this easements. If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.

Recommendation

It is the recommendation of the Murfreesboro Planning Commission and City Engineer to approve the request to abandon a portion of the existing public utility & drainage easement on Lot 12 of the North Church LLC subdivision.

Concurrences

The Murfreesboro Planning Commission approved the matter during the April 20th regular meeting.

Planning & Engineering Department
111 West Vine Street * Post Office Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 6441 * Fax 615 849 2606
TDD 615 849 2689 www.murfreesborotn.gov

Fiscal Impact

Staff is not aware of any fiscal impact that will result from these requests.

Attachments

1. Legal Description
2. Exhibits

Respectfully Submitted

Margaret Ann Green, AICP
Principal Planner

4.r. Mandatory Referral [2016-] for the abandonment of 15' portion of a public utility & drainage easement located along Conference Center Boulevard, Matt Taylor SEC applicant.

The Planning Commission is being asked to consider abandoning a portion of an existing public utility and drainage easement located along Conference Center Boulevard, within Lot 12 of the North Church LLC subdivision. The easement is recorded as 30' wide. Because the easement is also a utility easement, it will be up to the applicant to work with utility providers to abandon their interest in the easement. Staff has studied the property and is comfortable abandoning 15' wide portion of the easement as shown in the attached illustration. The approval of this request is subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. A survey will also need to be provided to field locate any unities that presently exist. If approved by the Planning Commission, staff will forward the Planning Commission's recommendation to the City Council for its consideration.

SEC, Inc.
SITE ENGINEERING CONSULTANTS
Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

January 31, 2016

Mrs. Margaret Ann Green
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: VASARI LOTS AT THE AVENUE
Mandatory Referral
SEC Project No. 06115

Dear Margaret Ann,

Please find the attached documents to support the mandatory referral request for abandonment of a portion of public utility and drainage easement.

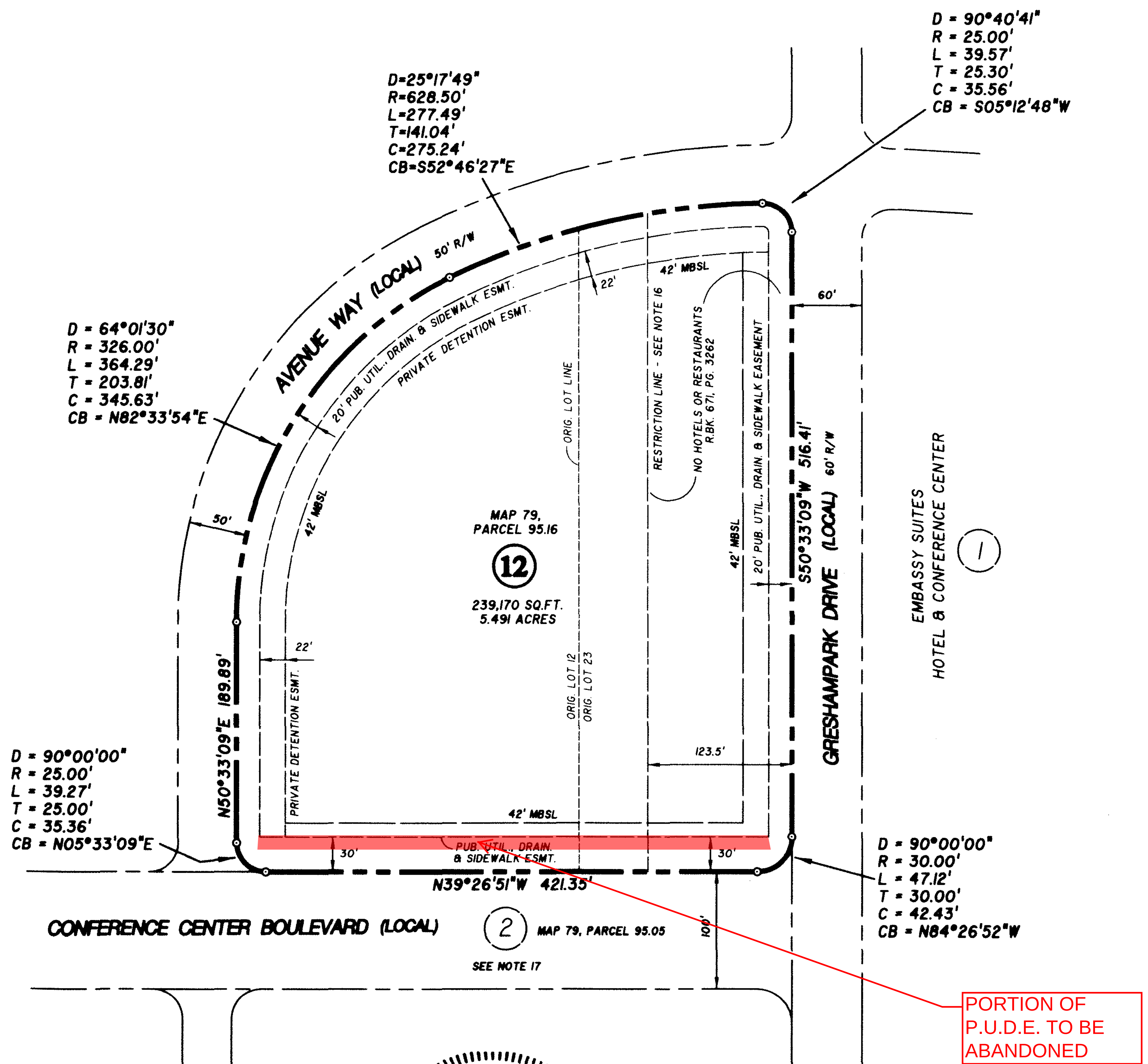
Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,

Matt Taylor, P.E.
SEC, Inc.

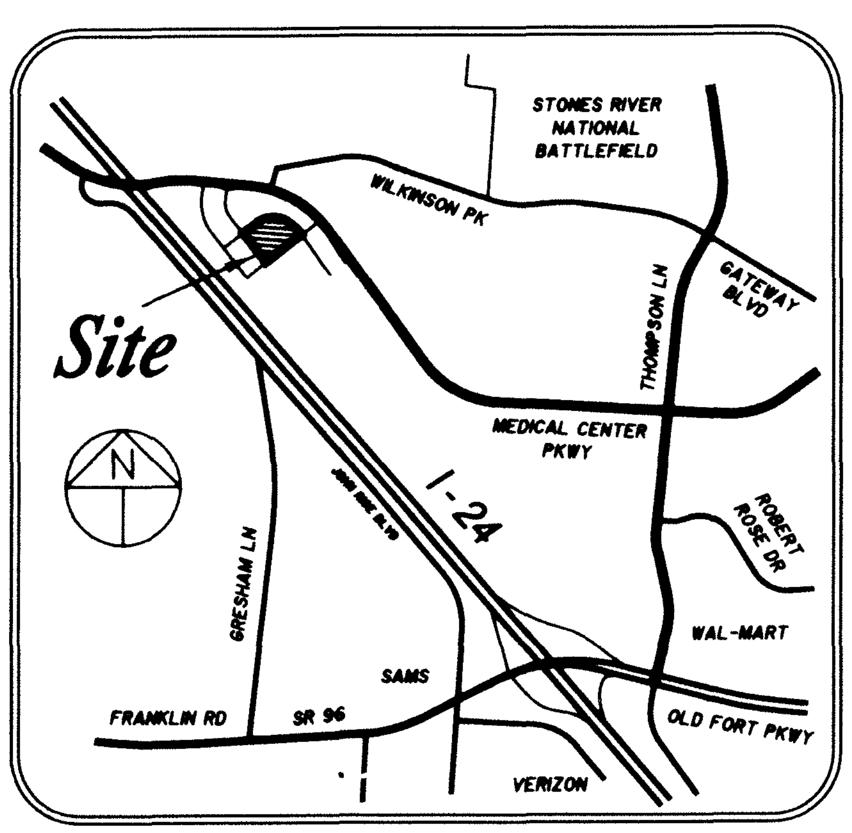
GENERAL NOTES

1. THE PURPOSE OF THIS FINAL PLAT IS TO COMBINE LOTS 12 & 23 INTO ONE LOT. LOT NUMBER 23 IS HEREBY DELETED BY THIS RECORDING.
2. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENTS UGB02-193 (NAD 83-96).
3. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAP FOR RUTHERFORD COUNTY, MAP NO. 47149C0255 H, EFFECTIVE DATE JANUARY 5, 2007.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
6. SUBJECT PROPERTY IS ZONED CH, COMMERCIAL HIGHWAY. MINIMUM BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE AS FOLLOWS:
   FRONT = 42'
   SIDE = 0' (ADJACENT TO CH ZONE)
   REAR = 20'
   THIS PROPERTY IS LOCATED WITHIN GATEWAY DESIGN OVERLAY DISTRICT No. 1, AND IS SUBJECT TO ANY ADDITIONAL REQUIREMENTS OR RESTRICTIONS THAT MAY APPLY.
7. THE SOILS MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNIC EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
8. IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
9. THE PUBLIC UTILITY & SIDEWALK EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS AT&T, MURFREESBORO ELECTRIC DEPARTMENT, CABLE TELEVISION SERVICES, ATMOS ENERGY, AND OTHERS.
10. ANY HOUSE OR STRUCTURE WITH A BUILDING DRAIN TO THE PUBLIC SANITARY SEWER WITH A FLOOR ELEVATION AT ANY POINT BELOW THE ELEVATION OF THE CENTER OF THE STREET MAY BE SUBJECT TO MURFREESBORO CITY CODE SECTION 33-35(I)(I) WHICH REQUIRES THE OWNER(S) TO EXECUTE A RELEASE AND INDEMNIFICATION AGREEMENT IN FAVOR OF THE CITY AS A PREREQUISITE TO CONNECTING TO WATER AND/OR SEWER SERVICES.
11. THIS PLAT AND THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF THE FUTURE OWNERS ASSOCIATION.
12. THIS PLAT AND PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF THE NORTH CHURCH DRAINAGE ASSOCIATION, RECORDED IN R.BK. 671, PG. 3252. SAID ASSOCIATION CHARTERED IN RECORD BOOK 754, PAGE 2499, R.O.R.C.,TN.
13. THIS PLAT AND THE PROPERTY SHOWN HEREON IS SUBJECT TO PARTICIPATION WITH A PRIVATE WATER ASSESSMENT DISTRICT.
14. PROPERTY IS WITHIN OVERALL CREEK ASSESSMENT DISTRICT AND MEDICAL CENTER PARKWAY.
15. WATER SERVICE, DOMESTIC AND FIRE PROTECTION ARE PROVIDED BY CONSOLIDATED UTILITY DISTRICT.
16. THE SOUTHEASTERN PORTION OF LOT 12 IS SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN RECORD BOOK 671, PAGE 3262, R.O.R.C., TN., AS SHOWN.
17. LOT 2 IS PROPERTY OF THE CITY OF MURFREESBORO PER DEED OF GIFT, RECORD BOOK 671, PAGE 3471, AND "... IS EXPECTED TO BECOME CONFERENCE CENTER BOULEVARD...", PER RESTRICTIVE COVENANT, RECORD BOOK 671, PAGE 3467. NO DOCUMENTATION OF RECORD FOR ACTUAL DEDICATION OF RIGHT-OF-WAY FOUND AS OF THIS DATE.



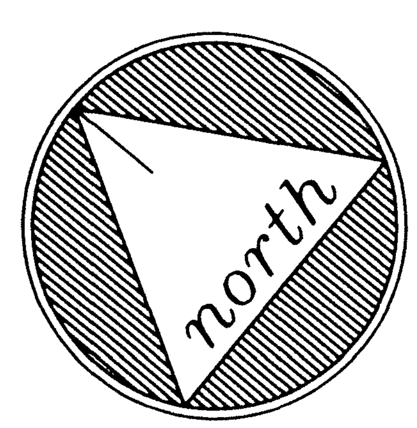
LEGEND

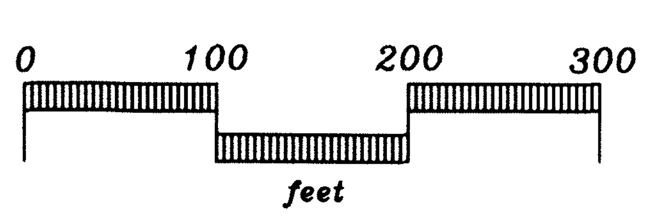
- ⊙ IRON PIN (FOUND)
- ● IRON PIN SET (NEW)



LOCATION MAP
NOT TO SCALE

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 631681
Rec'd: 15.00 Instrument #: 1690272
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 8/26/2010 at 9:40 AM
Total: 17.00 in
Plat Cabinet 35 Pgs 154-154





I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required JQN 8-24-10
RUTHERFORD COUNTY REGIONAL PLANNING COMMISSION

SITE DATA:
TOTAL AREA = 5.491 ACRES
NO. OF LOTS = 1
AREA IN RIGHT-OF-WAY = 0.0 ACRES
ZONING = CH & GDO-1

OWNER/DEVELOPER:
C.M. GATTON,
TRUSTEE OF THE C.M. GATTON TRUST
AGREEMENT DATED JANUARY 7, 1995
1000 WEST STATE STREET
BRISTOL, TN 37621
RECORD BOOK 887, PG. 2777, R.O.R.C.
TAX MAP 79, PARCELS 95.16 & 95.28

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES THEREIN, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

7-26-10 — C.M. Gatton
DATE — C.M. GATTON, TRUSTEE OF THE C.M. GATTON TRUST UNDER AGREEMENT DATED JANUARY 7, 1995
RECORD BOOK 887, PAGE 2777

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1: 10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

SEC, INC.
06-30-10 — Andrew B. DiMartino
DATE — REGISTERED SURVEYOR
TENN. R.L.S. No. 2141

CERTIFICATE FOR APPROVAL OF WATER SYSTEMS
CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY WATER SERVICE JURISDICTION

I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS, OR THE SPECIFICATIONS OF THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY IF THEY ARE MORE STRINGENT, AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO ASSURE COMPLETION OF SAME.

DATE 7-1-10 — [signature]
CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DESIGN CRITERIA FOR SEWAGE WORKS; (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME; OR (3) THAT A SUBSURFACE SEWAGE SYSTEM WILL BE PERMITTED SUBJECT TO THE APPROVAL OF THE RUTHERFORD COUNTY HEALTH DEPARTMENT.

7/1/10 — Warren W. Gore
DATE — MURFREESBORO WATER AND SEWER OFFICIAL

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

8-24-10 — Joseph G. Aydelott
DATE — PLANNING COMMISSION SECRETARY

THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES THE RECORDING OF LOTS 12 AND 23 AS SHOWN ON THE FINAL PLAT ENTITLED "2ND. RESUBDIVISION OF LOT 12, SECTION II, NORTH CHURCH LLC PROPERTY", AS RECORDED IN PLAT BK. 34, PG. 175, R.O.R.C., TN.

DATE OF RECORDING: August 26, 2010
TIME OF RECORDING: 9:40 A.m.
PLAT BOOK 35 , PAGE 154

FINAL PLAT

Combination of Lots 12 & 23, Section II
North Church LLC Property

CITY OF MURFREESBORO, TENNESSEE
13th CIVIL DISTRICT OF RUTHERFORD COUNTY

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. #	DATE:	FILE:	DRAWN BY:	SCALE:	SHEET 1
06114	06-21-10	CCCOMBO12+23PLAT	ACAD/JWG	1" = 100'	OF 1

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

May 2, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Facility Dude, Facilities Maintenance Program Proposal for the City of Murfreesboro

---

As an item for the consent agenda on May 2, 2016, it is recommended that the City Council approve the attached

Justification
The City of Murfreesboro has grown exponentially over the last 12 years and so has the need for a more centralized and automated Facilities Maintenance Program. Facility Dude is web based facility management suite currently used by the Williamson and Rutherford County School Systems. The software program includes planned maintenance and work order modules that improves internal efficiency, automates communication and feedback, and streamlines the work flow and documentation process. See attached Facility Dude work order and planned maintenance pamphlets for specific features and benefits.

Fiscal Impact
Cost of software is included in the proposed 2016 /2017 fiscal year general government buildings operating expenditure budget

Recommendation
Staff recommends approval of the Facility Dude Facilities Maintenance Software program

Sincerely,

R. E.

Ron Dennis
Facilities Maintenance Superintendent

Engineering Department - Street Division
620 West Main Street * Post Office Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 4380 * Fax 615 904 6519
TDD 615 849 2689 www.murfreesborotn.gov

SIMPLE, AFFORDABLE ONLINE TOOLS TO MANAGE YOUR FACILITIES.

FACILITY DUDE®

3/24/2016

Ron Dennis

Facilities Maintenance Superintendent
City Of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133

Dear Ron:

FacilityDude's services are designed to help you maximize the value of your FacilityDude investment. FacilityDude is committed to helping you save money, increase your efficiency, and improve the services you deliver to your customers.

This service will be tailored for the unique needs of City Of Murfreesboro. Pricing is based on the total square footage of your facilities.

Total Square Footage of Facilities: up to 600,000

Item	Term	Investment
MaintenanceEdge	Now – 5/31/2017	$7,430.00
MaintenanceEdge – Quick Start	One Time	$3,900.00
Onsite Training Days – 2 Days	One Time	$4,600.00

Total Initial Investment:	**$15,930.00**

Annual renewal amount 6/1/2017 – 5/31/2018 is $7,430.00

General

- Proposal has been prepared for City Of Murfreesboro and is valid for 30 days.
- Services will be scheduled upon written acceptance of the terms and conditions of the proposal.
- Pricing is based on FacilityDude having at least 1 month's notice for booking service for travel and living reservations.

- Typical service dates are scheduled 8 to 10 weeks in advance.
- Service dates are scheduled Monday-Friday
- A service day is defined as up to 8 hours per day.
- If a service day is rescheduled or cancelled by City Of Murfreesboro, then City Of Murfreesboro is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Dude Solutions maintains the necessary liability insurance for their products and services. Proof of insurance can be requested at any time.
- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If City Of Murfreesboro is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Data Imports, project management, and onsite training are outside of the scope of this proposal and are available at an additional cost.
- FacilityDude.com's Terms of Use are governed by our online terms of use statement available at: http://facilitydude.com/privacy-terms-of-use/.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

JONATHAN HUNT	3/24/2016
Representative Name	*Date*

ACCEPTED BY:

Customer Signature	*Date*
Print Name	*Position*

Please address the purchase order to:
FacilityDude.com
11000 Regency Parkway, Suite 200
Cary, NC 27518
***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or sales@facilitydude.com.**

Work Order™

THE INTERNET MAINTENANCE MANAGEMENT SYSTEM (IMMS)

MaintenanceEdge™ is a real-time facility management suite including this work order module.Work Order™ is a powerful, on-demand work management tool that streamlines the entire work order process including request generation, completion status tracking and reporting.

FEATURES

- Enables requesters to submit work requests and check the status of requests online
- Automatically notifies requesters via email as work is assigned and completed
- Features enhanced routing with programmable logic for managing and automating approval and assignment of work requests
- Allows technicians to receive and complete work online
- Notifies technicians with new work assignments via email (including email to text pagers and cell phones)
- Enables technicians to record notes, set reminders and email supervisors from a work order
- Associates budget codes, projects, and equipment with work orders
- Tracks all email related to each work order, including system generated notifications
- Includes interactive calendar for resource scheduling – displays corrective, PM and event-related work by all employees or individuals
- Records transactions for labor and purchases
- Features quick search and detailed, advanced search capabilities
- Allows files to be attached to work orders for quick reference
- Enables mobile workers to receive and complete work via a wireless/mobile device through integration with Work Order Wireless
- Manages auto-generated preventive maintenance work orders through integration with Planned Maintenance

The Work Order home page allows you to quickly and easily view the status of all work requests and work orders across your organization.

BENEFITS

- Simple implementation and set up – start in two hours or less
- Access your work order data anytime, anywhere from any computer via the web
- Improves internal efficiency – reduces phone calls and data entry by allowing requesters to enter work requests online
- Automates communication and feedback with requesters for improved customer service
- Streamlines the workflow process, saving time and money
- Backed by the industry's only Legendary Service Program
- Easy to learn – unlimited training and support
- Simple – no software to install, maintain or upgrade
- Easy to use – only requires a web browser
- Innovative – receive software updates instantly
- Affordable – low annual fee for work order service with no licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime

Requesters use one simple web page to instantly submit work requests to you online.

FACILITY DUDE®

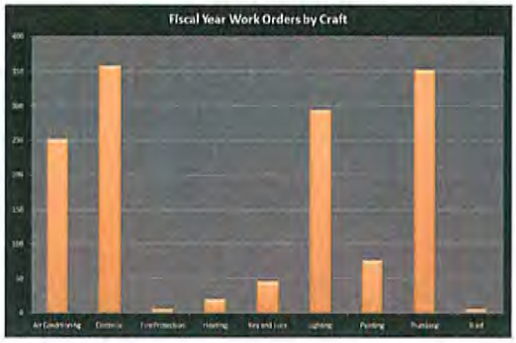
Work Order™

REPORTING OPTIONS

MaintenanceEdge includes many reporting options to give you simple "click and go" reporting capability. This provides quick reports and detailed reporting options wherever you are working within the system, based on the information you are viewing at that time. Report options include graphs (bar charts, pie charts and other options) and tabular reports in HTML or PDF format. Additional reports are available in Microsoft Excel format.

REPORT FEATURES

- Context sensitive reports based on where you are in the system
- Graphs, including bar charts, pie charts, and stacked bar charts
- Reports can be printed in Adobe Acrobat portable document format (PDF) and in Microsoft Excel format



Compare budgets, transactions, costs and more with easy to generate graphs.

AVAILABLE REPORTS

- Budget
- Classifications
- Craft Cost Analysis
- Custom Category
- Employees
- Equipment and Equipment Usage
- Labor and Purchase Transactions
- Locations
- Manufacturers
- Outstanding Work
- Priority
- Projects
- Purpose
- Status
- Types
- Work Loads / Assignments
- Work Order

Quickly create simple and detailed reports to summarize work order status, costs and more.

COST / BENEFIT ANALYSIS

- Reduce your total cost of ownership by up to 70% compared to a desktop software system
- Typical payback on your investment is less than 2-months, with an average return on investment of more than 2,500%
- Saves the maintenance staff 30-minutes to 1-hour per work order annually by streamlining the workflow process
- Generate 15% or more in productivity gains

Ask me for a live demo!

FACILITY DUDE

11000 Regency Parkway, # 200
Cary, North Carolina 27518
info@facilitydude.com
or call: 1-866-455-3833
www.facilitydude.com

Datasheet WO: 7.26.12

Planned Maintenance™

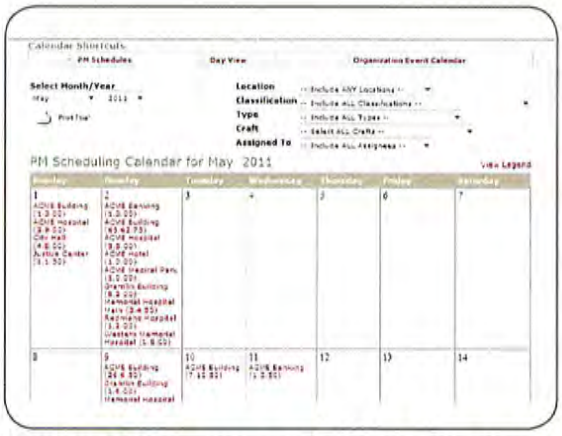
PREVENTIVE MAINTENANCE SCHEDULING SYSTEM

MaintenanceEdge is a real-time facility management suite including this planned maintenance module. Planned Maintenance™ is a powerful, on-demand preventive maintenance scheduling tool that helps you create, assign and manage recurring maintenance tasks efficiently.

FEATURES

- Tracks all scheduled maintenance
- Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis
- Stores templates for quick creation of frequently used schedules
- Provides access to generic schedule templates
- Creates individual schedules or master schedules for groups of similar equipment
- Allows users to define frequency of PM work order generation
- Sends automatic email notification when PM work orders are generated
- Enables PM work orders to be automatically assigned to a technician, project, budget code, and/or craft
- Includes option to allow the generation of new PM work orders when the previous PM work order is not yet complete
- Displays scheduled PM work on an interactive calendar for resource scheduling
- Categorizes equipment using pre-loaded, industry-standard classification schemes (CSI or Uniformat) or create your own
- Tracks equipment information, including manufacturer, model and serial numbers, in and out of service dates, and warranty
- Enables creation of "calendar events" during which PM schedules are not generated
- Displays estimated cost of materials and labor needed for upcoming PM work
- Tracks contact information for manufacturers
- Automatically generates planned maintenance work orders through integration with Work Order

The Planned Maintenance home page allows you to quickly view projected PM labor hours, PM work order status, upcoming PM schedules and more.



Planned Maintenance allows you to easily view upcoming PM schedules by day and month through an interactive calendar for resource scheduling.

BENEFITS

- Includes a step-by-step wizard for quickly creating PM schedules
- Enables access to your PM schedules anytime, anywhere from any computer via the web
- Easily tracks total PM costs by building component system
- Extends the life of your equipment and building assets
- Preserves capital budgets
- Reduces the cost of maintaining facilities and equipment
- Improves building comfort
- Reduced liability with documentation of scheduled and completed maintenance
- Backed by the industry's only Legendary Service Program
- Easy to learn – unlimited training and support
- Simple – no software to install, maintain or upgrade
- Easy to use – only requires a web browser
- Innovative – receive software updates instantly
- Affordable – low annual fee for PM scheduling service with no licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime

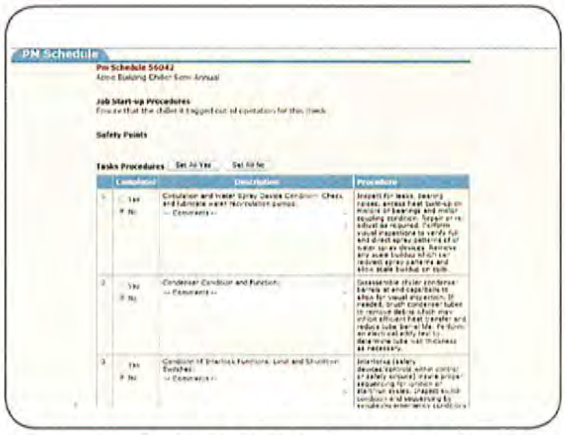
FACILITY DUDE

Planned Maintenance™

OPTIONAL PM SETUP SERVICES

PM Start-Up Services are designed to help quickly establish effective planned maintenance programs, despite the challenge of limited resources. This program provides you with customized PM templates written specifically for your building systems. The templates are setup in the MaintenanceEdge PM application for you as part of the PM Start-Up Service*. Your PM work orders will be automatically generated in the MaintenanceEdge Work Order application.

- Greatly simplifies the planned maintenance data collection process
- Automatically integrates PM work into your normal work order process
- Helps you overcome PM barriers, such as limited manpower/resources, training, and program implementation
- Resolves backlog of PM work, providing more time and resources to allocate elsewhere
- Provides increased comfort for building occupants
- Improves the workplace environment
- Designed specifically for implementing PM programs



PM work orders are automatically generated for your customized PM schedules, including the details for each schedule.

Place Your Organization Name Here

Estimate vs. Actual Analysis Report

Selected Date Range for Request Date 7-1-2010 - 6-30-2011

		Hours			Costs		
Employee	# WO's	Estimated	Actual	-/+ Est. %	Estimated	Actual (Inc. Tax)	-/+ Est. %
ACME Contractors	5	.25	1.50	500%	$0.00	$200.60	
Building Contractor	4	4.00	.00		$160.34	$0.00	
Joe Heaps	397	861.75	467.75	-46.68%	$22,918.67	$18,041.24	-21.28%
Controls Johnson	5	.50	.00		$0.00	$25.00	
John Wilson	1	.00	.00		$0.00	$0.00	
John Bank	1	.00	.00		$0.00	$0.00	
Mark Mueller	179	71.75	175.25	144.25%	$803.80	$10,963.02	1,263.90%
Jason Graves	549	437.00	590.23	35.06%	$21,156.22	$47,078.06	122.53%
Jeff Johnson	26	10.00	3.00	-70%	$210.34	$98.50	-53.17%
Bennett Jones	3	2.50	.00		$160.34	$3.68	-97.70%
Sammy Stone	3	3.50	2.00	-42.86%	$212.12	$30.00	-85.86%
Paul Bart	1	.00	.00		$0.00	$0.00	
Grand Totals:	**1,176**	**1,391.25**	**1,229.73**	**-11.61%**	**$45,621.83**	**$76,440.10**	**67.55%**

***PM Start Up Services are optional and require ownership of the MaintenanceEdge application suite.**

COST / BENEFIT ANALYSIS

- Utilizing Planned Maintenance can extend the life of your equipment by as much as 35%
- Reduce energy consumption of mechanical systems 10-15% with a PM program and save significantly on total utility costs
- Planned Maintenance can help you achieve annual maintenance and capital budget savings
- Control long term costs and protect budgets while improving tenant satisfaction

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11000 Regency Parkway, # 200
Cary, North Carolina 27518
info@facilitydude.com
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City of MURFREESBORO TENNESSEE

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CONSENT AGENDA

May 2, 2016

Honorable Mayor and Members of City Council:

RE: Award of Collection Agency Contract

Staff released a competitive sealed proposal for collection of delinquent fees, fines and costs on March 14, 2016. Three proposals were received in response to the solicitation. After review, staff recommends the proposal of Fox Collection Center in Goodlettsville, Tennessee. Fox has been the City's collection service for the previous three years and has performed very well. The cost of the collection service was the most competitive and provided special rates for the collection of parking citations that fit the situation extremely well.

1. Overview

The City first pursued the use of a collection service three years ago through a request for proposal. Fox Collection Center was judged the most responsive and has served the City well through the term of the contract.

Staff released a competitive sealed proposal for collection of delinquent fees, fines and costs on March 14, 2016. Three proposals were received in response to the solicitation. Again, Fox appeared most competitive to the staff review panel. Their fee of 23.5% of monies collected was not the lowest submitted, however when the flat fee of $0.98 per parking citation is factored in, Fox was by far the most responsive.

Fox's performance over the last three years has been very satisfactory.

2. Recommendation

Staff recommends the award of a contract for collection services to Fox Collection Center of Goodlettsville, Tennessee.

Sincerely,

James H. Crumley
Assistant City Manager

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

PROVIDENCE
CHRISTIAN ACADEMY

April 26, 2016

Mayor and City Council
PO Box 1139
Murfreesboro, TN 37133-1139

To The Mayor and City Council:

We are requesting to hang a banner across East Main Street from October 17 – 24, 2016 in order to announce our Fall Festival at Providence Christian Academy. I have spoken with Ms. Georgia Meshotto and she indicated that these dates are available. We have a copy of the banner requirements and ensure that they are met.

Thank you for your consideration of this request.

Sincerely,

Tammie Harris Cleek

Tammie Harris Cleek
PCA Parent
3957 Hallmark Drive
Murfreesboro, TN 37129
tammie.cleek@gmail.com

Dear Mayor and City Council,

I am requesting a banner to be hung over Main Street for The Junior League of Murfreesboro's 12th Annual Hollyday Marketplace. We would like it to be hung from November 7th-11th and also November 21st-23rd as these dates were indicated available. A banner will be provided with the proper specifications.

Thank you in advance.

Caroline Howell

Carolinehowell24@gmail.com

Hollyday Marketplace 2015 Chair

The Junior League of Murfreesboro

P.O. Box 4138

Murfreesboro, TN 37129

April 21, 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 April 21, 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

Council Member Madelyn Scales Harris and Vice-Mayor Young were absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
Jennifer Moody, Assistant City Manager
Craig Tindall, City Attorney
Melissa Wright, City Recorder/City Treasurer/
Finance Director
Lanny Goodwin, Parks & Recreation Director
Angela Jackson, Assistant Parks & Recreation Director
Thomas Laird, Athletics Superintendent/
Parks & Recreation Department
Georgia A. Meshotto, Administrative Aide II

Mayor McFarland called to order this special meeting being held for the purpose of discussing West Park land options.

The City Manager provided information requested by Council at a previous meeting. The Consultant, Kimley-Horn & Associates, Inc., and Parks & Recreation Staff analyzed each of the parcels submitted as regards issues with access, utilities, proximity of parcel to the City Limits as well as land characteristics with wetlands. The Parks & Recreation Director then met with Council individually to discuss the specifics of each parcel. Staff is now looking for direction from Council to focus on a specific parcel or two to pursue contract negotiations. He also indicated that Murfreesboro City Schools is projecting a school in the western part of the community and, depending upon the acreage we want to acquire, it may be wise to look at including land for a school site with the land acquisition for a park as well since they are in the same general area.

The Parks & Recreation Director summarized comments heard from Council in these individual meetings. It seemed to be the consensus that we need land for the West Park development, and there are some good choices from which to pick. Acquiring the land starts the process followed by a site needs analysis; public engagement; master plan developed; and cost analysis for each venue.

Council discussed options available that would suit the City's needs and agreed to pursue pricing of the Pike property (336 acres) and Owen Farm (approximately 114 acres) as well as two other sites of less acreage. It was noted that there is a lot of property for sale

on Veterans Parkway which could be considered as additional options. Council felt that a school site should not be built on a main thoroughfare because of traffic issues whereas a park needs the accessibility off a main thoroughfare. There was also discussion to pursue the purchase of the former YMCA on Thompson Lane for a City facility. It was also noted that the City owns approximately 40 acres on the corner of Blaze Drive and Fortress Boulevard where the communication towers are located, and this might be a good location for another Sports*Com facility to serve the western side of town.

Mayor McFarland wanted to go on record that he would abstain from any action on the Pike property if that was the future consideration of Council because he built Ms. Pike's house four years ago.

There being no further business, Mayor McFarland adjourned this meeting at 6:00 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

April 21, 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, April 21, 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

Council Member Madelyn Scales Harris and Vice-Mayor Doug Young were absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, City Attorney
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Sam Huddleston, Environmental Engineer
Angela Jackson, Assistant Parks & Recreation Director
Georgia A. Meshotto, Administrative Aide II

Council Member Bill Shacklett introduced Pastor James McCarroll from First Baptist Church who commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland announced the passing of Ms. Christine Huddleston who had been a champion for the homeless community and Director of Room in the Inn for 25 years.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Assistant City Attorney: Waterline Easement to CUD.

2) Letter of recommendations from the Airport Commission: Federal Land Release Analysis for Murfreesboro Airport.

3) Letter of recommendations from the Fire & Rescue Chief: Agreement with Griggs & Maloney, Inc. to install generators at eight (8) fire stations.

4) Letter of recommendations from the Parks & Recreation Director: Resurface Eight (8) Tennis Courts at Old Fort Park.

5) Letter of recommendations from the City Recorder/Finance Director: Acknowledgement of receipt of City Manager's approved Budget Amendments for Fiscal Year 2016.

6) Letter of recommendations from the Chief of Police: Enter into Interlocal Agreement with Rutherford County, Rutherford County Sheriff's Office and Rutherford County Emergency Medical Services for the Purchase and Maintenance of Public Safety Software.

7) Letter of recommendations from the Human Resources Director: Revisions to Employee Handbook Section 1009-Overtime Pay & Compensatory Time for Non-Exempt Employees.

(Insert letters from the Assistant City Attorney, Airport Commission, Fire & Rescue Chief, Parks & Recreation Director, City Recorder/Finance Director, Chief of Police and Human Resources Director here.)

Mr. LaLance 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".

Mr. Smotherman made a motion to approve the minutes as written and presented for the two (2) special meetings held on April 7, 2016 and the regular meeting held on April 7, 2016. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 16-OZ-05 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 11 acres along Manson Pike from Single-Family Residential (RS-15) District to Planned Residential Development (PRD) District (Maddington Parke); David Alcorn, applicant [2016-401]," which passed first reading on March 24, 2016 and second reading on April 7, 2016, was read to the Council and offered for passage on third and final reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on third and final reading by the following vote:

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

Nay: None

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

(Insert ORDINANCE 16-OZ-05 here.)

An ordinance, entitled "ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street No. 1 Sanitary Sewer Special Assessment District," which passed first reading on April 7, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. Washington, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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

(Insert letter dated April 15, 2016 here with regards to ORDINANCE 16-O-17, amending Chapter 4, Alcoholic Beverages, including liquor, wine, and beer.)

An ordinance, entitled "ORDINANCE 16-O-17 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine, and beer," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated April 15, 2016 here with regards to
Fiscal Year 2016 Budget Amendments.)

An ordinance, entitled "ORDINANCE 16-O-18 amending the 2015-2016 Budget (4th amendment)," 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
Shane McFarland

Nay: None

The City Recorder/Finance Director presented for approval a Certificate of Compliance for Wine in Retail Stores for Scott L. Elliott at Price Less IGA #8, 3060 S. Church Street. All requirements had been met by the applicant.

Mr. LaLance made a motion to approve a Certificate of Compliance for Wine in Retail Stores for Scott L. Elliott at Price Less IGA #8. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented for approval a renewal of Certificate of Compliance for Retail Liquor Store for Xian Kang Zhang at Longhorn Liquor, 223 NW Broad Street. This is a two-year requirement by the State. The applicant has met the requirements of the City.

Mr. LaLance made a motion to approve renewal of a Certificate of Compliance for Xian Kang Zhang at Longhorn Liquor. Mr. Shacklett 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-10 adopted by the City Council on March 10,

2016, to consider rezoning approximately one (1) acre located at 1710 E. Northfield Boulevard from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District; Murfreesboro Leased Housing Associates I, applicant [2016-409]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the zoning change request for subject property located along the southern side of East Northfield Boulevard which is a portion of a developed multi-family complex currently called Chariot Pointe Apartments (formerly known as King's Crossing). The majority of the property is currently zoned Residential Multi-Family Sixteen (RM-16) District with the northernmost acre zoned Residential Single-Family Fifteen (RS-15) District. The only structure located within the RS-15 portion of the property is a pool which is an amenity to the existing apartment complex. Subject property is bordered on its west side by an undeveloped parcel zoned RS-15 and on its east side by the Jehovah's Witness Kingdom Hall also zoned RS-15. If subject property is rezoned to RM-16, a buffer would be required along the RS-15 borders of this property. The new owner is seeking to make improvements that include a new leasing office, trash compactor, playground, mail kiosk and renovation of existing leasing office into a clubhouse. The new leasing office is proposed to be on that portion of subject property currently zoned RS-15 and, to facilitate the construction of this leasing office, the property must be zoned in a manner that will permit the use by right as well as provide for some other miscellaneous improvements such as additional parking. The Planning Commission conducted a public hearing after which they unanimously voted to approve this zoning change request. 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 of approximately one (1) acre at 1710 East Northfield Boulevard 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-10 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately one (1) acre located at 1710 E. Northfield Boulevard from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District; Murfreesboro Lease Housing Associates I, applicant [2016-409],"

was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, 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
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-11 adopted by the City Council on March 10, 2016, to consider rezoning approximately 5.5 acres located along Conference Center Boulevard and Avenue Way from Planned Commercial Development (PCD) District and Highway Commercial (CH) District to Planned Residential Development (PRD) District (Vasari Lofts); TDK Construction, applicant [2016-411]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the zoning change request for subject property located along Conference Center Boulevard, Avenue Way and Greshampark Drive. Surrounding properties are zoned Highway Commercial (CH) District. The current zoning of Planned Commercial Development (PCD) District was approved for the development of a 7-story, 129 room Hyatt Place Hotel; however, that plan never came to fruition, and the Hyatt Place no longer has an interest in constructing a hotel on this site. The applicants have a contract to purchase this property and have requested a change in zoning to allow a multi-family development called the Vasari Lofts which will consist of one 5-story building located along Conference Center Boulevard and one 4-story building located along Greshampark Drive and Avenue Way. The development will consist of 203 units on 5.5 acres with a density of 37 dwelling units. The frontage of these buildings will be along Greshampark Drive and Conference Center Boulevard with parking to the rear of the buildings. The development is a totally different concept of multi-family than what is presently in the community. Architectural renderings were provided in the Program Book to illustrate the concept of the proposed design. Property will remain in the Gateway Design Overlay (GDO) District. The Planning Commission conducted a public hearing on this matter after which they voted unanimously to approve the zoning change request. Ms. Green recognized Mr. Rob Molchan with SEC, Inc. who gave a presentation on the proposed Vasari Lofts and answered questions from Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning along Conference Center Boulevard and Avenue Way to Planned Residential Development (PRD) 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-11 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 5.5 acres along Conference Center Boulevard and Avenue Way from Planned Commercial Development (PCD) District and Highway Commercial (CH) District to Planned Residential Development (PRD) District (Vasari Lofts); TDK Construction, applicant [2016-411]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, 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
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-12 adopted by the City Council on March 10, 2016, to consider rezoning approximately 14 acres located within the Liberty Cove Subdivision from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District (approximately 7 acres) and Single-Family Residential Ten (RS-10) District to Single-Family Residential Fifteen (RS-15) District (approximately 7 acres); Howard Wall and Jim O'Brien, applicants [2016-410]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the zoning change request for approximately 7 acres to be rezoned to Residential Single-Family Ten (RS-10) District and an additional 7 acres to be rezoned to Residential Single-Family Fifteen (RS-15) District. These properties are located in the Liberty Cove Subdivision along Leanna Swamp Road and Central Valley Road which are currently under development. Surrounding properties are zoned RS-15 and RS-10 all of which are mostly a part of this development. Properties to the west are in the unincorporated area of Rutherford County and zoned Medium Density Residential (RM). The developer is essentially switching an RS-15 area with a RS-10 area. The RS-10 area is located along and adjacent to Lady Thatcher Drive which is currently

being developed. The area proposed to be RS-15 is along the western property line. The Planning Commission conducted a public hearing after which they voted unanimously to approve this zoning change request. 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 of approximately 7 acres to RS-15 and approximately 7 acres to RS-10 in the Liberty Cove Subdivision 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-12 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 14 acres located within the Liberty Cove Subdivision from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District (approximately 7 acres) and Single-Family Residential Ten (RS-10) District to Single-Family Residential Fifteen (RS-15) District (approximately 7 acres); Howard Wall and Jim O'Brien, applicants [2016-410]," was read to the Council and offered for passage on first reading upon motion made by Mr. Washington, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
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-13 adopted by the City Council on March 10, 2016, to consider 1) adoption of a Plan of Services for and annexation of 285.4 acres and 2) zoning of approximately 242 acres located along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs) [2016-504 & 2016-406]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, described subject property located north of SR 840 and along Blackman Road and Florence Road. It consists of 14 parcels owned by the Shelton family and a portion of one parcel owned by the Saraswat Family Trust. The study area also includes 4447 Manson Pike owned by the Blackman Methodist Church. The Planning Commission voted to remove a split section of right-of-way that went to Blackman

Road but the remaining rights-of-way of Manson Pike, SR 840, Blackman Road and Florence Road are included in the annexation study. The Plan of Services outlines the services that can be provided by the City. The Murfreesboro Water & Sewer Department will be able to provide sewer service to this development by use of grinder pumps. The development will be required to extend gravity sewer to the adjacent properties; however, each home will use a grinder pump in the meantime. Subject property is contiguous with the City Limits, and it is within the City's Urban Growth Boundary. The Planning Commission conducted a public hearing after which one member voted to abstain and the remaining members voted unanimously to approve the request. 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 Plan of Services for and annexation of 285.4 acres along Blackman Road and Florence Road do so at this time.

Mr. Joe Bourley, 3542 Morton Lane, Smyrna, TN, stated he represents the 9th District of Rutherford County and felt the Plan of Services and proposed development are good; however, there are road and traffic issues that the City and County need to resolve.

Mr. John L. Batey, 5104 Baker Road, stated that the biggest issue is the road which is part of the Plan of Services. The proposed development is going to be nice but the stacking lanes need to be extended.

Ms. Gloria Shelton, 2001 Florence Road, expressed her concerns with traffic coming onto Florence Road from the development and the two properties next to it as well as interstate traffic coming into the entryway of Florence Road. She did not see a problem with the Plan of Service for sewage and other services. She is addressing runoff as a separate issue with the developers.

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

The following RESOLUTION 16-R-PS-13, to adopt a Plan of Services for approximately 285.4 acres located along Blackman Road and Florence Road, was read to the Council.

Mr. Sam Huddleston, Environmental Engineer, addressed the Major Thoroughfare Plan as relates to Manson Pike and Florence Road improvements. Some areas of these roads are in the County. The applicant has reached out to Rutherford County and the City of Murfreesboro to meet next week to discuss the possibility of jointly working on projects for potential improvements in this area. The applicant has committed to addressing the turn lanes for the entrance on Florence Road as well as an entrance off of Blackman Road which

would be part of the development review process. The two critical intersections are Blackman Road/Manson Pike and Florence Road/Manson Pike which are not directly adjacent to the development.

Mayor McFarland addressed the developed infrastructure at this point being able to handle what is built in an area where the majority of roads are in the County. He felt there needs to be a timeline for the infrastructure to be in place for this development and future developments in this area. After some discussion, the Council felt it might be better to defer adoption of the Plan of Services and annexation until the meeting with the developer, County and City of Murfreesboro have taken place.

Mr. Smotherman made a motion to defer adoption of RESOLUTION 16-R-PS-13 and RESOLUTION 16-R-A-13 for two weeks. Mr. LaLance 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 to consider zoning of 242 acres located along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs); Parks Development, applicant.

Ms. Margaret Ann Green, Principal Planner, presented the request to zone subject property to Planned Residential Development (PRD) District. The zoning is contingent upon the property being annexed and the Plan of Services being adopted for this area. The 242 acres is located along Blackman Road and Florence Road. The development is called the Shelton Springs PRD. There are single family subdivisions to the north that are partly in the City and some in the County along Florence Road; there are developed and undeveloped properties to the west and south in the County; and SR 840 runs along the property and is contiguous in a certain area. The PRD allows a maximum number of 771 dwelling units. The lots range in size of 3,500, 6,000, 8,000 and 10,000 square feet. These single family developments have been clustered together with a considerable amount of open space and amenities for the project. The Design Standards in the Program Book commit to brick, stone, and fiber cement board siding with allowances for vinyl trimmed soffit, gables and dormers. These amenities will become part of the zoning district. The applicant has asked for alternative setbacks which are outlined in the Program Book as well. The Planning Commission considered this matter and voted with one member abstaining to recommend approval of the zoning change. Due to the Plan of Services and annexation being deferred, the matter of zoning should be deferred as well. Mr. Matt Taylor, SEC, Inc., gave a presentation on the Shelton Springs PRD and answered questions from the Council. Mr. Bob Parks, applicant, was present.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of 242 acres located along Blackman Road and Florence Road as Planned Residential Development (PRD) District do so at this time. There was no one present who wished to speak for or against the proposed zoning at this time.

The City Attorney requested reopening the public hearing for the Plan of Services and Annexation as well as leave the public hearing on zoning open until the Council meets again on May 5, 2016. This will give an opportunity for anyone else to speak once a report is given on the outcome of the meeting with the developer, City and County. Council concurred with the City Attorney's request.

Mr. Shacklett made a motion to defer passage on first reading ORDINANCE 16-OZ-13 to zone an area along Blackman Road and Florence Road to Planned Residential Development (PRD) District. Mr. Smotherman 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-14 adopted by the City Council on March 10, 2016 to consider 1) adoption of a Plan of Services for and annexation of 31.9 acres and 2) zoning of approximately 31.9 acres located west of Manchester Pike as Light Industrial (L-I) District [2016-505 & 2016-408]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the Plan of Services and annexation request for subject property consisting of approximately 31.9 acres located west of Manchester Pike and north of Joe B. Jackson Parkway. It is contiguous with the current City Limits along its southern and western property lines and within the City's Urban Growth Boundary. The petition for annexation does not include the entire parcel. The portion of the parcel with frontage along Manchester Pike has been omitted from the annexation petition. The owner of subject property has petitioned for annexation and has filed a request for a zoning change to Light Industrial (L-I) District which will be the subject of the next public hearing. Interstate Warehousing, currently located along Joe B. Jackson Parkway, has a contract to purchase subject property and, if the annexation and zoning are approved, they would like to acquire the property for future expansion of their development. If Interstate Warehousing acquires subject property, it would need to be combined with the existing Interstate Warehousing tract so that this parcel has access to the Joe B. Jackson Parkway and not onto Manchester Pike. The Plan of Services outlines what services the City can

provide and the timeframe for when those services can be provided. The Planning Commission conducted a public hearing after which they unanimously voted to approve the Plan of Services and annexation request. 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 Plan of Services and annexation for approximately 31.9 acres located west of Manchester Pike do so at this time. There was no one present who wished to speak for or against the proposed request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 16-R-PS-14 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PS-14 here to adopt a Plan of Services for approximately 31.9 acres located west of Manchester Pike [2016-505]; Swanson Development, applicant.)

The following RESOLUTION 16-R-A-14 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-A-14 here to annex approximately 31.9 acres located west of Manchester Pike, and to incorporate same within the corporate boundaries of the City of Murfreesboro, Tennessee [2016-505]; Swanson Development, applicant.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing to consider zoning approximately 31.9 acres located west of Manchester Pike as Light Industrial (L-I) District; Swanson Development, applicant.

Ms. Margaret Ann Green, Principal Planner, presented the companion zoning to the annexation just approved for approximately 31.9 acres located west of Manchester Pike with a current zoning of Medium Density Residential (RM) in the unincorporated County. Surrounding properties to the east and south are zoned Light Industrial (L-I) District; properties contiguous with this parcel along Manchester Pike to the east are in the County and zoned RM; properties to the south are zoned Planned Residential Development (PRD)

District which is a developing single family City subdivision as well as Highway Commercial (CH) District for undeveloped property at the intersection of Joe B. Jackson Parkway and Manchester Pike. The Interstate Warehouse is interested in buying this property for future expansion of their business which is located along Joe B. Jackson Parkway. If they acquire this property, they would combine it with their existing parcel in order to have access to and frontage along Joe B. Jackson Parkway. The Planning Commission conducted a public hearing after which they recommended to approve the zoning request to Light Industrial (L-I) District simultaneous with annexation of subject property. The applicant, Mr. Swanson, 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 zoning for approximately 31.9 acres along Manchester Pike to Light Industrial (L-I) District do so at this time. There was no one present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-14 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 31.9 acres located west of Manchester Pike as Light Industrial (L-I) District; Swanson Development, applicant [2016-408]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
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-15 adopted by the City Council on March 10, 2016, to consider 1) adoption of a Plan of Services for and annexation of approximately 30.6 acres and 2) zoning of approximately 25.4 acres located along New Salem Highway as Commercial Fringe (CF) District (approximately 7 acres) and Residential Multi-Family Sixteen (RM-16) District (approximately 18.4 acres) [2015-501 & 2016-407]. Notice of said public hearing was published in the April 4, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the Plan of Services and annexation requests for property located along New Salem Highway (HWY 99). The

properties are within the City's Urban Growth Boundary, and they are contiguous with the existing City Limits on most of its sides. The Plan of Services indicates the City can provide services to subject property in a timely manner. There are two separate annexation petitions that comprise this request. The first request is made by World Outreach Church for the remaining 2.2 acres of their property located along the south side of New Salem Highway and north of Spence Creek. This 2.2 acres primarily consists of the floodplain and floodway of Spence Creek, and it is used by the church as open space. The second annexation petition is for property owned by the Jackson Family Partnership at the northeast corner of the intersection of New Salem Highway and River Rock Boulevard. The property has an outbuilding that was previously used as a veterinarian's office, and staff has been informed that World Outreach Church uses that outbuilding for small group functions. Over the years, this property has also been used for agricultural purposes. Approximately 1,050 linear feet of New Salem Highway right-of-way (approximately 3 acres) is included in this annexation study. The Planning Commission conducted a public hearing after which they voted to approve the annexation requests and Plan of Services for subject property. A companion zoning request will follow in the next public hearing. 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 Plan of Services for and annexation of approximately 30.6 acres located along New Salem Highway do so at this time. There was no one present who wished to speak for or against the proposed request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 16-R-PS-15 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PS-15 here to adopt a Plan of Services for approximately 30.6 acres located along New Salem Highway [2016-501]; World Outreach Church and Jackson Family General Partnership, applicants.)

The following RESOLUTION 16-R-A-15 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett

Eddie Smotherman
Ron Washington
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-A-15 here to annex approximately 30.6 acres located along New Salem Highway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2016-501]; World Outreach Church and Jackson Family General Partnership, applicants.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing to consider zoning approximately 25.4 acres located along New Salem Highway with approximately 7 acres as Commercial Fringe (CF) District and approximately 18.4 acres as Residential Multi-Family Sixteen (RM-16) District; Jackson Family General Partnership, applicant.

Ms. Margaret Ann Green, Principal Planner, presented the companion zoning request for the annexation petition and Plan of Services just considered in the previous public hearing. The properties are located along New Salem Highway (HWY 99) and currently in the unincorporated area of Rutherford County zoned Medium-Density Residential (RM) District. World Outreach Church requested annexation in order to have its entire access drive in the City's jurisdiction so that it can move forward with plans to erect a sign on its bridge over Spence Creek. The signage they are proposing is not permitted in Rutherford County, but it is permitted in the City of Murfreesboro. The zoning for this portion of the property will come into the City with an interim zoning of Residential Single-Family Fifteen (RS-15) District which allows institutional uses. Initially the property owners to the north were not in the annexation request which was going to cause a small gap in the City Limits at the intersection of New Salem Highway and River Rock Boulevard. Staff approached the property owners to see what their interest would be in annexation. This would close the gap and create a more consistent City Limits boundary thereby eliminating confusion for service providers including emergency service providers. The property owners gave consideration to the matter and agreed to annex their property but requested that 7 acres be zoned to Commercial Fringe (CF) District at the intersection of River Rock Boulevard and New Salem Highway and the remaining 18.4 acres be zoned Residential Multi-Family Sixteen (RM-16) District. The properties to the north are zoned RM-16 and RZ (Zero Lot-Line Residential District); properties to the south are zoned RS-15 which is the World Outreach Church; and properties across River Rock Boulevard are zoned RS-15 and RS-12 (Residential Single-Family Twelve District). The applicants do not have plans to use this property in the future, but they feel at some point they would like to transfer ownership of the property and having that commercial node zoning at the intersection would be most appropriate. The Land Use Map contained in the Salem Pike Land Use Plan recommends that the subject property

develop as "Institutional (Cultural/Worship)" which is defined as "all cultural and worship uses provided that the scale, operating hours, and traffic impact are compatible with any nearby residential uses and scale". The proposed RM-16 and CF zones would allow most cultural and worship uses; however, they would also allow additional uses. The Planning Commission considered the zoning change request along with the annexation and Plan of Services and recommended to approve the zoning request. A representative from World Outreach Church 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 zoning of approximately 7 acres to be zoned Commercial Fringe (CF) District and approximately 18.4 acres to be zoned Residential Multi-Family Sixteen (RM-16) District located along New Salem Highway (HWY 99) do so at this time. There was no one present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-15 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 25.4 acres located along New Salem Highway as Commercial Fringe (CF) District (approximately 7 acres) and Residential Multi-Family Sixteen (RM-16) District (approximately 18.4 acres); Jackson Family General Partnership, applicant [2016-407]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated April 14, 2016 here with regards to scheduling public hearings for zoning (CF) along Lascassas Pike and North Rutherford Blvd; annexation/zoning & rezoning (CF) along Veterans Pkwy; and zoning (CF) 1216 North Maple St.)

The following RESOLUTION 16-R-PH-19 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-19 here to schedule a public hearing for June 2, 2016 to consider rezoning approximately 9.5 acres located along Lascassas Pike and North Rutherford Blvd from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District [2016-413]; George Huddleston, Jr., applicant.)

The following RESOLUTION 16-R-PH-20 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-20 here to schedule a public hearing for June 2, 2016 to consider adoption of a Plan of Services for and annexation of 0.59 acres and 2) Zoning of approximately 0.55 acres along Veterans Pkwy to Commercial Fringe (CF) District which have been proposed to be annexed to the City of Murfreesboro, Tennessee and rezoning of approximately 6.5 acres along Veterans Pkwy from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District [2016-507 & 2016-412].)

The following RESOLUTION 16-R-PH-21 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-21 here to schedule a public hearing for June 2, 2016 to consider rezoning approximately 0.43 acres at 1216 North Maple Street from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District [2016-416]; Nancy E. Brown, applicant.)

Mr. Lewis announced that Mr. Bill Welch, City of Murfreesboro Planning Director from 1968-1983, passed away last week. Prayers and condolences were extended to Mr. Welch's family.

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

(Insert letter dated April 21, 2016 here with regards to RESOLUTION 16-R-08.)

The following RESOLUTION 16-R-08 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett

Eddie Smotherman
Ron Washington
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-08 here authorizing an application for a Local Parks and Recreation Fund (LPRF) grant from the Tennessee Department of Environment and Conservation to assist with the development of the Jordan Farm Soccer Facility and committing matching funds in the amount of $250,000 if awarded the LPRF grant.)

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

(Insert letter dated April 17, 2016 here with regards to RESOLUTION 16-R-09 to reduce the number of required ordinance readings.)

The following RESOLUTION 16-R-09 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-09 here approving Chapter 31 of the Private Acts of 2016.)

The following letter of recommendations from Ms. Jennifer Moody, Assistant City Manager, was presented to the Council:

(Insert letter dated April 21, 2016 here with regards to Community Engagement Strategy for Downtown Redevelopment site purchased from Franklin Synergy Bank/former First United Methodist Church.)

Ms. Moody gave a power point presentation on the suggested strategies to receive public input and responded to questions from Council. No action was required for this item.

Upon recommendation of Mayor McFarland, Mr. Smotherman made a motion to appoint Mr. Doug Young (Council Member); Mr. Kirt Wade (Planning Commission); Ms. Andrea Loughry (Area Resident, Business Owner & Tennessee Arts Commissioner; Mr. Thomas Rowe (Murfreesboro Housing Authority); Mr. Tab Talbot (Murfreesboro Young Professional & Main Street Board; Ms. Melanie Davenport (Area Resident); Mr. Bill Huddleston (Engineering); Mr. John Thayer (Construction); Mr. Scott Kimberly (Local Attorney); Ms. Lisa Eischeid (Local Attorney); Mr. Brian Robertson (Rutherford County & Main Street Board Chair); Ms. Patti Miller (MTSU-Campus Master Planning & Architect/Design); and Dr. Gloria Bonner (Area Resident, Main Street Board Past-Chair & MTSU Assistant to the President in the Office of Community Engagement & Support) to the North Highland Avenue Study Steering Committee. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Smotherman made a motion to appoint Ms. Gloria Christy (Cannonsburgh Village & Uncle Dave Macon Days Festival); Mr. Douglas Cook; Mr. Scott Foster (Mayor's Homeless Task Force & Journey Home); Mr. John Harney (Commercial Real Estate Broker); Mr. Bruce Hooper (Area Business Representative, Hooper Supply); Mr. Paul Latture (Rutherford County Chamber & Economic Development Consultant); Mr. Ryan Maloney (Engineer & Stormwater Consultant); Ms. Tara MacDougall (Discovery Center); Mr. Lee "Ozzy" Nelson (Area Business Representative, Mayday Brewery); Mr. Dale Robertson (Area Business Representative, Home Building Products); Mr. Chase Salas (Active in Murfreesboro Young Professionals); and Mr. Ron Washington (City Council Member & Bradley Museum Board Member) to the Historic Bottoms Study Steering Committee. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Upon recommendations of Mayor McFarland, Mr. Shacklett made a motion to appoint Mr. Douglas Cook to replace Ms. Irene Pitts-McDonald for a term of three years on the Cable Television Commission (Term Expires 04/30/2019). Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented Beer Permit Applications for Bo Bo Chinese Restaurant, 1312 NW Broad Street (ownership change); DC's, 2435 S. Church Street (ownership/name change); Jazzmatazz, 1824 Old Fort Parkway (ownership/name change); and Chuck E. Cheese's, 1720 Old Fort Parkway (new location). She indicated all of these applications are pending completion of required building and codes inspections.

Mr. Shacklett made a motion to approve Beer Permits for Bo Bo Chinese Restaurant, DC's, Jazzmatazz and Chuck E. Cheese's upon successful completion of all building and codes inspections. 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 approve at this time.

Mr. LaLance announced that Firefighter Dana White's wife just passed away at a young age and requested that the family be kept in everyone's thoughts and prayers.

There being no further business, Mayor McFarland adjourned this meeting at 9:13 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street No. 1 Sanitary Sewer Special Assessment District.

WHEREAS, the City of Murfreesboro proposes to expend approximately Two Hundred, Eighty-Seven Thousand, Eight Hundred and Ninety Dollars ($287,890.00) for construction of a sewerage system serving the South Church Street No. 1 Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and,

WHEREAS, the City has estimated the proposed sewer to serve 32.6 acres; and,

WHEREAS, the City has determined a current fair rate of recoupment is Ten Thousand, Six Hundred Dollars ($10,600.00) per acre for future sewer connections, in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the City has received development plans for several properties in the affected area and expect these developments to start construction immediately upon completion of the sanitary sewerage system; and,

WHEREAS, the City has determined a fair rate of recoupment is Eight Thousand Eight Hundred Thirty Dollars ($8,830.00) per acre for future sewer connections if payment is made within six (6) months of final completion of the sewerage system project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees; and,

WHEREAS, the Water and Sewer Board of the City of Murfreesboro has recommended the creation of the South Church Street No. 1 Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of any special assessment improvement district and the City Council conducted a Public Hearing on _____, 2016.

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

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by adding Section 33-214 as follows:

"**SECTION 33-214 SOUTH CHURCH STREET NO. 1 SANITARY SEWER SPECIAL ASSESSMENT DISTRICT**

(A) The City hereby creates a sanitary sewer special assessment district called the "South Church Street No. 1 Sanitary Sewer Special Assessment District" in order to recoup funds expended for construction and installation costs of the South Church Street sewage additions,

providing sanitary sewer service to the properties shown on Map. No. 33-214, copies of which are on file with the City Recorder and Director of the Murfreesboro Water and Sewer Department.

In addition to the properties shown on Map No. 33-214, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the South Church Street No. 1 Sanitary Sewer Special Assessment District shall pay an additional Ten Thousand Six Hundred Dollars ($10,600.00) per acre. The South Church Street No. 1 Sanitary Sewer Special Assessment District assessment shall remain in effect until such date as the City shall determine and declare that it has been repaid for all development costs for the improvements.

EXCLUSION: Any customer of Murfreesboro Water and Sewer Department shall be excluded from the South Church Street No. 1 Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water and Sewer Department, or a designee, that the sewage from the property served does not discharge into the South Church Street sewerage system.

(B) Each applicant for sanitary sewer service in the South Church Street No. 1 Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code §33-50(A)(1) as amended; the outside house service charge described in Code §33-50(C); the additional special sewer area charge as described in Code §33-50(A)(2); and an additional Ten Thousand Six Hundred Dollars ($10,600.00) per acre for sewer connections in the future; however, a fee of Eight Thousand, Eight Hundred and Thirty Dollars ($8,830.00) per acre will be accepted as a fair recoupment if payment is made within six (6) months of final completion of the construction project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot's property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.

(C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water and Sewer Board, shall also be paid and collected before connection for sewer service.

(D) Persons owning and/or occupying property which is accessible to the South Church Street No. 1 Sanitary Sewer Special Assessment District as defined in Code §16-28 shall be exempt from monthly sewer service

charges until such time physical connection is made to a sanitary sewer or the South Church Street No. 1 Sanitary Sewer Special Assessment District ends as provided in (A) above.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

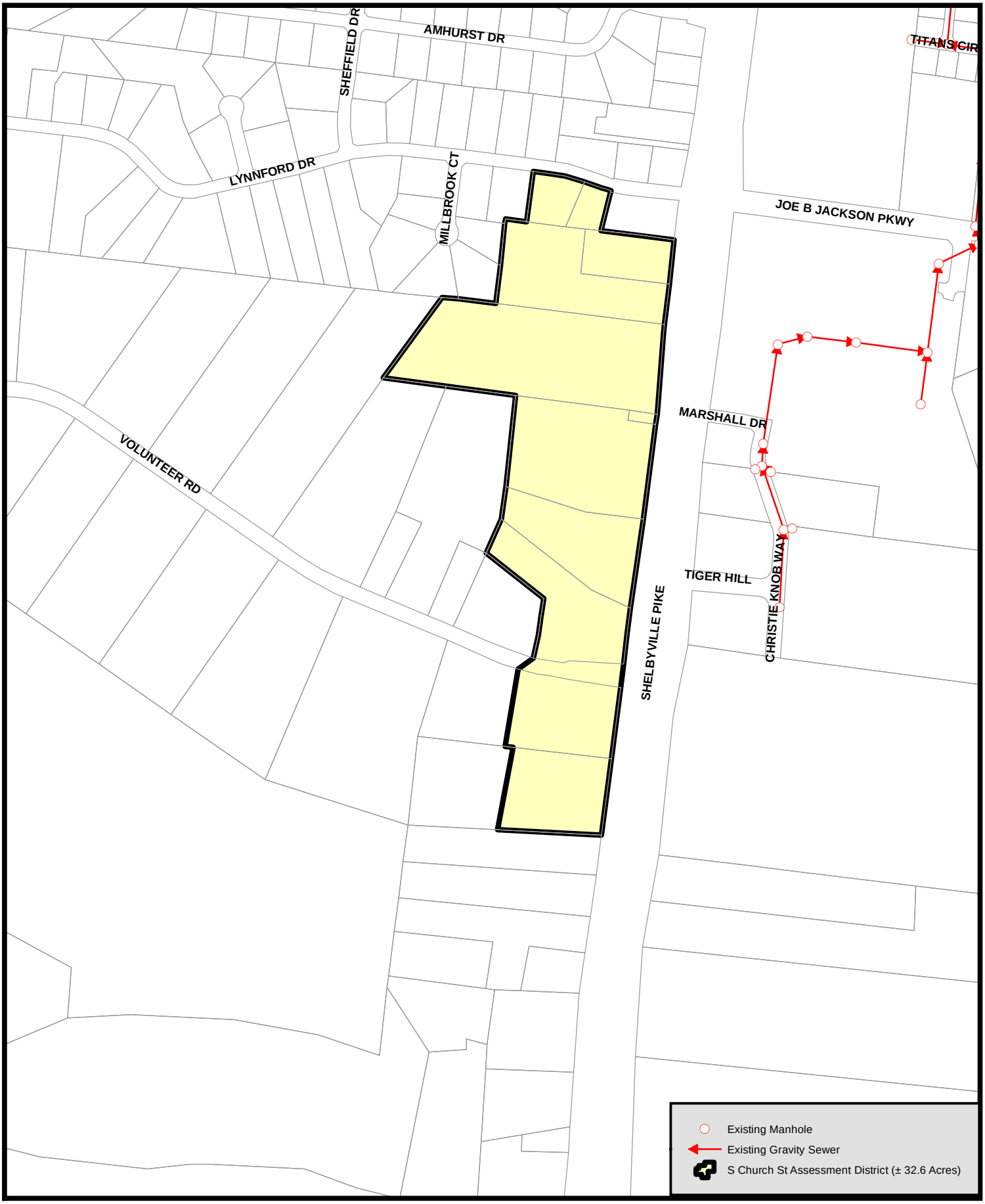
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig D. Tindall
City Attorney

SEAL



SCALE : 1" = 500'

MURFREESBORO WATER AND SEWER DEPARTMENT

Map No. 33-214

South Church Street Sanitary Sewer Assessment District

March 2016
TAB

S Church St Assessment.mxd

ORDINANCE 16-O-17 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine, and beer.

WHEREAS, Chapter 3, Title 57 of the Tennessee Code Annotated governs local government regulation of the manufacture, storage, distribution and sale of alcoholic beverages other than beer;

WHEREAS, Chapter 4, Title 57 of the Tennessee Code Annotated governs local government regulation of the sale of alcoholic beverages other than beer for consumption on the premises of a public accommodation;

WHEREAS, Chapter 5, Title 57 of the Tennessee Code Annotated governs the regulation of the manufacture, storage, distribution, and sale of beer by local government entities; and

WHEREAS, in order to conform local ordinances to general state laws and to protect, promote, and preserve public health, safety, and welfare through the reasonable regulation of lawful economic activity, this ordinance shall be enacted.

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

SECTION 1. Chapter 4, Article I, Intoxicating Liquors and Drinks, of the Murfreesboro City Code, created by Ordinance No. 87-15, as amended, is hereby deleted in its entirety and substituted in lieu thereof the following:

"ARTICLE I. ALCOHOLIC BEVERAGES (OTHER THAN BEER)

SECTION 4-1 SUBJECT TO CERTAIN STATUTES AND REGULATIONS.

(A) The general provisions of the state law relating to alcoholic beverages as contained in Title 57 of the Tennessee Code are hereby adopted and by reference are fully incorporated in this article.
(B) The various rules and regulations promulgated from time to time by the Tennessee Alcoholic Beverage Commission and Department of Revenue regarding the sale of alcoholic beverages as herein defined are hereby adopted and by reference are fully incorporated in this article.
(C) It shall be unlawful to engage in the business of selling, storing, transporting or distributing or to purchase or possess alcoholic beverages within the corporate limits of the City, except as permitted by and in accordance with Title 57 of the Tennessee Code, the rules and regulations promulgated thereunder, and this chapter.
(D) This article and the provisions herein shall be interpreted and enforced in conjunction with the laws of the state regarding alcoholic beverages. In the event of conflicts or inconsistencies, the laws of the state shall control.

SECTION 4-2 TERMS DEFINED.

(A) For purposes of Articles I and II of this chapter, the following terms shall have the meanings ascribed to them in this section:
  (1) *Alcoholic Beverage*. Any beverage or liquid product satisfying the definition for alcoholic beverage in T.C.A. § 57-3-101, which definition excludes patent medicine and beer as defined in T.C.A. § 57-5-101(b).
  (2) *Applicant*. Any person filing or on whose behalf an application for Certificate of Compliance is filed with the City Recorder. The term applicant includes any individual having at least a five percent (5%) ownership interest in the business for which a certificate of compliance or license is sought
  (3) *Certificate of Compliance*. Either a Retail Liquor Certificate of Compliance or a Wine Certificate of Compliance.

(4) *Person.* Any individual, association, partnership, limited liability company, corporation, or other legal entity.
(5) *Place of Worship.* Any structure that is utilized on a regular basis by a religious institution as the site of congregational services, rites, or activities communally undertaken for the purpose of worship, but shall not include any building located on or in commercial or residential property.
(6) *Premises.* The property: (a) owned, leased, or otherwise controlled by a person licensed under Chapters 3 or 4 of Title 57 of the Tennessee Code or who has applied for or received a certificate pursuant to this article; (b) used or intended for use by said person for the retail sale of alcoholic beverages whether in sealed package or by the drink; and (c) so connected with such business so as to form a component or integral part of it, including, but not limited to, outdoor patios, decks, or similar areas where alcohol is served.
(7) *Retail Liquor Certificate of Compliance.* The certificate of compliance for a retail liquor license as defined and set forth in T.C.A. §57-3-208.
(8) *School.* Any public or private primary school or secondary school.
(9) *Wine Certificate of Compliance*. The certificate of compliance for retail food store wine license as defined and set forth in T.C.A. §57-3-806.

(B) Other terms used in Articles I and II of this chapter shall have the meanings ascribed to them, unless the context requires an alternative meaning, in Title 57, Chapters 3 and 4 of the Tennessee Code, as such statutory definitions may be amended from time to time.

SECTION 4-3 MANUFACTURE PROHIBITED.

The manufacture of alcoholic beverages is prohibited within the corporate limits of the City.

SECTION 4-4 RETAIL LIQUOR CERTIFICATE OF COMPLIANCE; APPLICATION; APPROVAL.

(A) Any person seeking a retailer's license pursuant to T.C.A § 57-3-204 to engage in the retail sale of alcoholic spirituous beverages in sealed packages only, and not for consumption on the premises of the retail establishment except for conducting tastings pursuant to T.C.A. § 57-3-404(h)(2), must first apply for and obtain a Retail Liquor Certificate of Compliance from the City as required in T.C.A. §57-3-208.
(B) City Council shall approve the issuance of any Retail Liquor Certificate of Compliance to an applicant who has satisfied the requirements for such certificate set forth in T.C.A. §57-3-208 and this article. All approved certificates shall be signed by the Mayor and issued to the applicant by the City Recorder.
(C) To obtain a Retail Liquor Certificate of Compliance for any premises, whether the application be for the transfer of an existing license to a new location or for issuance of a new license, an applicant or applicant group must first:
(1) File a formal application with the City Recorder on a form provided by the City Recorder;
(2) Provide whatever additional information the City Recorder may require, including a criminal background history, in the form required by the City Recorder, on the applicant or applicants who are to be in actual charge of the business or in the case of a corporation, the executive officers or those individuals who control the business;
(3) Provide proof to the City Recorder that the applicant has provided the public notice of applicant's intent to seek a retailer's license from the Commission pursuant to Title 57, chapter 3 of the Tennessee Code and that such notice satisfies the requirements established by the Commission; and
(4) Pay an inspection fee of one hundred dollars ($100.00) to the City Recorder.
(D) Upon receiving an application for a Retail Liquor Certificate of Compliance, the City Recorder shall:
(1) Promptly and conspicuously post the applicant's proposed business location with a clean, neat and legible sign, approximately ten inches by thirteen inches, stating the name and address of the applicant, the nature of the application, and the date upon which the application is to be originally acted upon by Council, said sign to

be placed so as to provide at least ten (10)-days' notice to the public of the date upon which the application is to be originally acted upon by Council; and

(2) Review the application and present it, along with the applicant's proposed Certificate of Compliance, to Council for consideration at the earliest possible meeting following compliance of the advertising and posting requirements, advising Council of any imperfections or irregularities in either document.

(E) An applicant for a Retail Liquor Certificate of Compliance shall appear in person before Council for examination as may be desired by Council. The applicant shall furnish such relevant information as may be requested by Council.

(F) An applicant, once having fulfilled the requirements of this section and all other applicable laws and regulations entitling the applicant to have the application lawfully considered by Council, may be required to resubmit or further supplement the application in the event Council votes to defer action on the application to a later date; however, if Council denies or rejects the application, the applicant must submit a new application, pay another application fee, cause a new advertisement and a new posting to be made, and otherwise comply with all terms of this section and all other applicable laws and regulations in order to have the applicant's request for a Retail Liquor Certificate of Compliance reconsidered by Council.

(G) In accordance with T.C.A. §57-3-208, failure by the City to grant or deny an applicant's request for a Retail Liquor Certificate of Compliance within 60 days of the City Recorder's receipt of the applicant's completed written application shall be deemed a granting of the certificate. If an applicant is denied a certificate, the applicant may seek review of such denial by instituting an action in Chancery Court within 60 days of the denial.

(H) It shall be a misdemeanor for any person to alter, deface, remove or damage any sign placed on any premises under authority of this section, and such person is subject to punishment under Code §1-8.

SECTION 4-5 RETAIL LIQUOR CERTIFICATE OF COMPLIANCE; TERM.

In accordance with T.C.A. § 57-3-213, a Retail Certificate of Compliance issued pursuant to Section 4-4 is valid for two (2) years from the date of issuance unless such certificate is revoked by the City in accordance with this article or the Commission revokes the retailer's license of the person to whom such certificate was issued, in which case such certificate shall be deemed revoked as of the date the retailer's license is revoked.

SECTION 4-6 RETAIL LIQUOR CERTIFICATE OF COMPLIANCE; LIMITED NUMBER.

(A) Notwithstanding the requirements of Section 4-4, no new Retail Liquor Certificate of Compliance will be issued unless it is determined that the availability of alcoholic beverages to City residents is unreasonably restricted.

(B) Notwithstanding the limitation established in subsection (A), the City shall issue one or more new certificates for purposes of facilitating the sale of any interest in any existing retail liquor store or the relocation of a retail liquor store's place of business within the City if the person or persons applying for any such certificate(s) satisfy the requirements of Section 4-4 and T.C.A. § 57-3-208.

(B) For the purpose of determining whether the availability of alcoholic beverages to residents of the City is unreasonably restricted, it will be presumed, absent proof to the contrary, that alcoholic beverages are generally available and that residents are being adequately served when the ratio between the number of operating retail liquor stores in the City relative to the population of the City is less than or equal to one store for each 4,000 City residents. The population of the City for purposes of determining the number of retail liquor stores will be the number provided by the most current population estimate made available by the U.S. Census Bureau, Population Estimates Program. The quotient of the population divided by the allowable per capita number set herein must be a whole number before a certificate may be issued in accordance with this section.

SECTION 4-7 LOCATION RESTRICTIONS ON RETAIL LIQUOR STORES.

(A) No Retail Liquor Certificate of Compliance shall be issued to an applicant where the business for which the applicant is seeking a certificate is located on property in any zone established by the City's Zoning Ordinance other than Commercial Fringe (CF) District, Highway Commercial (CH) District, Central Business District (CBD); Heavy Industrial (HI) District; Light Industrial (Ll) District; Mixed Use (MU) District; Planned Commercial District (PCD); Planned Industrial District (PID); or Planned Unit District (PUD) with "liquor store" as a permitted use.

(B) In addition, no Retail Liquor Certificate of Compliance shall be issued for any premises that fails to meet the minimum distance of separation requirements set forth in *Table 4-6.* Compliance with this requirement shall be determined by measuring the length of a straight line drawn from the closest point of the property line of the school or place of worship and the proposed retail liquor store's premises.

TABLE 4-7

Zone	Minimum Distance of Separation Between Retail Liquor Store and:	
	School	Place of Worship
CF	500 ft.	300 ft.
CH	500 ft.	300 ft.
CBD	500 ft.	300 ft.
HI	500 ft.	300 ft.
LI	500 ft.	300 ft.
MU	500 ft.	300 ft.
PCD/PID/PUD	500 ft.	300 ft.

SECTION 4-8 WINE CERTIFICATE OF COMPLIANCE.

(A) Any person seeking a retail food store wine license pursuant to T.C.A. §57-3-803 to engage in the sale of wine in a retail food store must first apply for and obtain a Wine Certificate of Compliance from the City as required in T.C.A. §57-3-806.

(B) City Council shall approve the issuance of any Wine Certificate of Compliance to an applicant who has satisfied the requirements for such certificate set forth in T.C.A. §57-3-806 and this article. All approved certificates shall be signed by the Mayor and issued to the applicant by the City Recorder.

(C) To obtain a Wine Certificate of Compliance for any premises, whether the application be for the transfer of an existing license to a new location or for issuance of a new license, an applicant or applicant group must first:

(1) File a formal application with the City Recorder on a form provided by the City Recorder;

(2) Provide whatever additional information the City Recorder may require, including a criminal background history, in the form required by the City Recorder, on the applicant or applicants who are to be in actual charge of the business or in the case of a corporation, that the executive officers or those individuals who control the business; and

(3) Pay an application fee of fifty dollars ($50.00) to the City Recorder, which fee shall be waived if the applicant simultaneously submits an application for a beer permit under Article III of this chapter.

(D) Upon receiving an application for a Wine Certificate of Compliance, the City Recorder shall review the application and present it, along with the applicant's proposed Certificate of Compliance, to Council for consideration at the earliest possible meeting, advising Council of any imperfections or irregularities in either document.

(E) An applicant for a Wine Certificate of Compliance shall appear in person before Council for examination as may be desired by Council. The applicant shall furnish such relevant information as may be requested by Council.

(F) An applicant, once having fulfilled the requirements of this section and all other applicable laws and regulations entitling the applicant to have the application lawfully considered by Council, may be required to resubmit or further supplement the application in the event Council votes to defer action on the application to a later date; however, if Council denies or rejects the application, the applicant must submit a new application, pay another application fee, and otherwise comply with all terms of this section and all other applicable laws and regulations in order to have the applicant's request for a Wine Certificate of Compliance reconsidered by Council.

(G) In accordance with T.C.A. §57-3-208, failure by the City to grant or deny an applicant's request for a Wine Certificate of Compliance within 60 days of the City Recorder's receipt of the applicant's completed written application shall be deemed a granting of the certificate. If an applicant is denied a certificate, the applicant may seek review of such denial by instituting an action in Chancery Court within 60 days of the denial.

(H) It shall be a misdemeanor for any person to alter, deface, remove or damage any sign placed on any premises under authority of this section, and such person is subject to punishment under Code §1-8.

SECTION 4-9 FULL AND ACCURATE DISCLOSURE REQUIRED

(A) Each application for a Certificate of Compliance required pursuant to either Section 4-4 or 4-7 shall identify each person who is to be in actual charge of the business and, if a corporation, each executive officer and each individual in control of the business. For the purposes of this section, an individual who owns at least fifty percent (50%) of the stock of a business is considered to be in control of the business.

(B) Misrepresentation of a material fact, or concealment of a material fact required to be shown in the application for a certificate, shall be a violation of this article. The City may refuse to issue a certificate if, upon investigation, the City finds that the applicant for a certificate has concealed or misrepresented in writing or otherwise any material fact or circumstance concerning the operation of the business, or if the interest of any person in the operation of the business is not truly stated in the application, or in case of any fraud or false statements by the applicant pertaining to any matter relating to the operation of the business. All data, written statements, affidavits, evidence or other documents submitted in support of an application are a part of the application.

(C) If the provisions of this section are alleged to have been violated, the City may revoke any Certificate of Compliance which has been issued, after first providing an opportunity for the applicant or licensee to refute such allegations and/or to show cause why the certificate should not be revoked. Revocation of a certificate shall require a majority vote of City Council. Upon revocation of a certificate, the City Recorder shall send a certified copy of the revocation to the Alcoholic Beverage Commission.

SECTION 4-10 GENERAL RESTRICTIONS ON RETAILERS AND EMPLOYEES.

The restrictions and limitations on retailers and employees set forth in Title T.C.A. §57-3-210 are incorporated herein as if copied verbatim.

SECTION 4-11 EMPLOYEE'S PERMIT.

Every retailer shall, before employing a person to dispense alcoholic beverages, secure an employee's permit for that employee from the Alcoholic Beverage Commission as required by T.C.A. §57-3-204, which is incorporated herein as if copied verbatim.

SECTION 4-12 REGULATIONS FOR PURCHASE AND SALE OF ALCOHOLIC BEVERAGES.

It shall be unlawful for any person to violate T.C.A. §§ 57-3-404, 57-3-406, 57-3-412, 57-3-413, 57-3-807, 57-3-808, or 57-3-809, which are incorporated herein as if copied verbatim in their entirety.

SECTION 4-13 INSPECTION FEES.

(A) The City, as authorized by T.C.A. § 57-3-501, hereby imposes an inspection fee upon retail liquor licensees and retail food store wine licensees (collectively "retail licensees") located within the City.
(B) Such inspection fee shall equal five percent (5%) of the wholesale price of alcoholic beverages (including wine) supplied by a wholesaler to any retail licensee located within the City. .
(C) Wholesalers operating within the City shall collect the inspection fee from retail licensees at the time of sale or at the time any such retailer makes payment for the delivery of the alcoholic beverages or wine.
(D) Each wholesaler making sales to a retail licensee within the City shall furnish the City Recorder on a monthly basis with a report containing the information required for such reports by T.C.A. §§ 57-3-503(a). The monthly report shall be furnished to the City Recorder within twenty (20) days of the end of the month in which the sales were made. The inspection fees collected by the wholesaler from retail licensees within the City shall be paid to the City at the time the monthly report is made.
(E) Failure by a wholesaler to collect the required inspection fee and/or to report and/or pay all such fees in accordance with subsection (D) shall result in the assessment of a penalty against the wholesaler equal to ten percent (10%) of the fee due to the City, which fee shall be payable to the City.

SECTION 4-14 ACTIONS TO RECOVER UNPAID FEES.

Whenever any wholesaler fails to account for or pay the City Recorder any inspection fee imposed pursuant to Section 4-13, the City Recorder shall report the same to the City Attorney, and the City Attorney is hereby authorized to take appropriate action to recover such fee, including filing a civil action in Circuit or Chancery Court.

SECTION 4-15 EXAMINATION OF BOOKS BY CITY RECORDER.

The City Recorder is authorized to examine the books, papers and records of any retailer for the purpose of determining compliance with the provisions of this article and any provision of the Tennessee Code incorporated herein. Any refusal to permit the examination of any such books, papers, or records, or the investigation and examination of such premises, shall constitute sufficient reason for the revocation of a certificate of compliance.

SECTION 4-16 RETAIN INVOICES AND RECORDS.

A licensee shall retain all invoices of alcoholic beverages procured from a wholesale dealer and sales invoices and other records reasonably required to establish and prove that licensee complies with the taxing and inspection fee provisions of this chapter. The aforementioned records must be maintained for a minimum of thirty-six (36) months.

SECTION 4-17 ARTICLES NOT APPLICABLE TO BEER

No provision of Article I or II of this chapter shall be considered or construed as in any way modifying, changing or restricting the rules and regulations governing the manufacture, sale, storage, transportation, or taxation of beer or other liquids regulated under Article III of this chapter.

SECTION 4-18 VIOLATIONS; PENALTY.

Any violation of the provisions of this article shall constitute a misdemeanor and shall, upon conviction, be punishable as provided in Code §1-8. Upon conviction of any person under this article, it shall be mandatory for the City Judge to immediately certify said conviction whether on appeal or not, directly to the Tennessee Alcoholic Beverage Commission.

SECTIONS 4-19-4-29 RESERVED."

SECTION 3. The title of Chapter 4, Article II, Intoxicating Liquors for Consumption on Premises, of the Murfreesboro City Code is hereby amended to read “Consumption of Alcoholic Beverages (Other Than Beer) on Premises.”

SECTION 4. Chapter 4, Article II, Intoxicating Liquors for Consumption on Premises, of the Murfreesboro City Code is hereby amended by replacing all instances of the term “intoxicating liquors” with the term “alcoholic beverages.”

SECTION 5. Chapter 4, Article II, Section 4-30 Subject to Certain Statutes and Regulations, of the Murfreesboro City Code is hereby amended by adding a new subsection (D) as follows:

“(D) This article and the provisions herein shall be interpreted and enforced in conjunction with the laws of the state regarding alcoholic beverages. In the event of conflicts or inconsistencies, the laws of the state shall control.”

SECTION 6. Chapter 4, Article II, Section 4-32 Intoxicating Liquors for Consumption on Premises, of the Murfreesboro City Code, created by Ordinance No. 87-15, as amended, is hereby deleted in its entirety and substituted in lieu thereof the following:

SECTION 4-32 LOCATION RESTRICTIONS.

“(A) No business that sells any alcoholic beverages (other than beer as defined in Article III of this chapter) for consumption on the premises of the business shall be permitted where such business is physically located in any zone established by the City’s Zoning Ordinance other than Commercial Local (CL) District; Commercial Fringe (CF) District, Highway Commercial (CH) District, Central Business District (CBD); Heavy Industrial (HI) District; Light Industrial (LI) District; Mixed Use (MU) District; Planned Commercial District (PCD); Planned Industrial District (PID); or Planned Unit District (PUD) with "restaurant" or “tavern” as a permitted use.

(B) In addition, no such business shall be permitted to operate within the City where the premises of such business fails to meet the minimum distance of separation requirements set forth in *Table 4-32.* Compliance with this requirement shall be determined by measuring the length of a straight line drawn from the closest point of the property line of the school or place of worship and the business’s premises.

TABLE 4-32

Zone	Minimum Distance of Separation Between Premises and:	
	School	Place of Worship
CL	500 ft.	300 ft.
CF	500 ft.	300 ft.
CH	500 ft.	No minimum distance
CBD	500 ft.	No minimum distance
HI	500 ft.	300 ft.
LI	500 ft.	300 ft.
MU	500 ft.	No minimum distance
PCD/PID/PUD	500 ft.	300 ft.

.”

SECTION 7. Chapter 4, Article II, Sections 4-34 and 4-35, Prohibited Sexual or Pornographic Conduct, of the Murfreesboro City Code, created by Ordinance No. 87-15,

is hereby deleted as surplusage, such sections' provisions having previously been incorporated in Chapter 4, Article III and Article IV, respectively. Said sections should be marked as "Reserved."

SECTION 9. Chapter 4, Article II, Sections 4-43, Unlawful Purchase or Attempted Purchase of Beer or Other Alcoholic Beverages is hereby deleted as surplusage, such section's provisions having been incorporated in Chapter 4, Article VI created by Section 13 of this Ordinance.

SECTION 9. Section 4-52, Application for Permit; Fee, of the Murfreesboro City Code, created by Ordinance No. 15-O-26, as amended, is hereby amended at subsection (G) by deleting it in its entirety and substituting in lieu thereof the following:

"(G) All individuals holding at least a five percent (5%) ownership interest in the applicant must present proof that they are citizens or lawful residents of the United States. Applicants may satisfy this requirement by presenting any of the following official documents for inspection by the City Recorder: (1) a U.S. Passport or Passport Card; (2) a Permanent Resident Card ("Green Card"); or (3) a birth certificate issued by: (a) the United States government; or (b) the government of any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any other territory or possession of the United States. This requirement shall not apply where no individual holds at least a five percent (5%) ownership interest in the applicant."

SECTION 10. Section 4-52, Application for Permit; Fee, of the Murfreesboro City Code, created by Ordinance No. 15-O-26, as amended, is hereby amended at subsection (K) by deleting it in its entirety and substituting in lieu thereof the following:

"(K) Any applicant whom the Board or Board Hearing Officer determines has made a false statement or misrepresented a material fact in any application with the intent to deceive the City or its officers and employees shall forfeit any permit issued to the applicant and shall not be eligible to receive any permit for a period of ten (10) years."

SECTION 11. Section 4-53, Applicant Criminal Background Check, of the Murfreesboro City Code, created by Ordinance No. 15-O-26, as amended, is hereby amended at subsections (A) and (B) by deleting them in their entirety and substituting in lieu thereof the following:

"(A) An applicant, along with any individual holding at least a five percent (5%) ownership interest in the business, must submit to a fingerprint-based criminal background check through the Tennessee Bureau of Investigation's Tennessee Application Processing Services (TAPS) program. The results of such checks shall be sent directly to the City as the originating agency as authorized by T.C.A. § 57-5-103.

(B) Notwithstanding the requirements of the preceding subsection (A), if no individual person holds at least a five percent (5%) ownership interest in the applicant, the applicant's manager will be required to submit to the background check."

SECTION 12. Section 4-61, Revocation or Suspension of Permit; Civil Penalties, is hereby amended at subsection (B)(4) by adding a new subsection (c) as follows:

"(c) The Board or Board Hearing Officer shall revoke all permits issued to a permit holder upon finding that the permit holder made a false statement or misrepresented a material fact in any application for a permit with the intent to deceive the City or its officers and employees."

SECTION 13. Chapter 4 of the Murfreesboro City Code is hereby amended by creating a new Article VI, Alcohol-Related Offenses, as follows:

"SECTION 4-91 SERVICE, POSSESSION OR CONSUMPTION OF ALCOHOL ON PUBLIC STREETS OR PLACES PROHIBITED; FACILITATION OF VIOLATION.

(A) It shall be unlawful for any person to serve, possess or consume beer, wine or other alcoholic beverage in any open container in or on any public street, sidewalk, right of way, park, school ground, or other public place or property unless said service, possession or consumption is specifically authorized by a permit or license issued by the City or State. These include but are not limited to licenses for sidewalk cafes and Special Event permits.

(B) No business engaged in the retail sale of beer, wine, or other alcoholic beverage, whether for on- or off-premises consumption, shall permit a customer to exit the business's premises with an open container of beer onto any public street, sidewalk, right of way, park, school ground, or other public place or property unless such possession or consumption of beer is specifically authorized by a permit or license issued by the City or State.

SECTION 4-92 UNLAWFUL PURCHASE OR ATTEMPTED PURCHASE OF BEER, WINE, OR OTHER ALCOHOLIC BEVERAGES.

(A) It shall be unlawful for any person:
   (1) Under the age of twenty-one (21) to purchase or attempt to purchase beer, wine, or any other alcoholic beverage;
   (2) To purchase beer, wine, or any other alcoholic beverage for any person under the age of twenty-one (21) or at the request of any person under the age of twenty-one (21);
   (3) Who is obviously intoxicated to purchase beer, wine, or any other alcoholic beverage; or,
   (4) To purchase beer, wine, or any other alcoholic beverage for, or at the request of, a person who is obviously intoxicated.

(B) A person holding a beer permit under Article III or a license issued by the Commission pursuant to Title 57, Chapter 3 or 4 of the Tennessee Code shall promptly notify the Murfreesboro Police Department of the name, address, and date of birth of any person violating this section, if such information is reasonably available to the holder of any such permit or license or the holder's employees or agents.

(C) Any person between the ages of eighteen (18) and twenty-one (21) may be prosecuted in accordance with this article or T.C.A. §57-5-301, as same may be amended from time to time. Any person between the ages of thirteen (13) and eighteen (18) may be cited and prosecuted in accordance with this article or T.C.A. §55-10-701 et seq., as same may be amended from time to time.

(D) Notwithstanding the foregoing, nothing herein shall make it unlawful for the Murfreesboro Police Department to use a person under twenty-one (21) years of age in an effort to enforce this law.

SECTION 4-93 VIOLATIONS.

Except as otherwise provided in this chapter, any violation of this article shall constitute a civil offense and shall, upon conviction, be punishable by a penalty under Code §1-8 of the City Code, in addition to or in lieu of any other penalty or remedy established in this chapter. Each day a violation shall be allowed to continue shall constitute a separate offense.

SECTIONS 4-94 – 4-99 RESERVED."

SECTION 14. Should any article, section, subsection, sentence, clause, provision, or word of this ordinance be declared to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance as a whole, or any part thereof other than the part declared to be

unconstitutional or invalid, as each such article, section, subsection, sentence, clause, provision, or word hereof is declared to be severable.

SECTION 15. The captions and headings of sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions of this Ordinance. Such captions shall not affect the meaning or interpretation of this Ordinance.

SECTION 16. 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:

_____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

3rd reading _____

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig D. Tindall
City Attorney

SEAL

ORDINANCE 16-O-18 amending the 2015-2016 Budget (4th amendment).

WHEREAS, the City Council adopted the 2015-2016 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 15-O-35 on June 18, 2015 to implement the 2015-2016 Budget; 1st amendment by Ordinance 15-O-44 on July 30, 2015; 2nd amendment by Ordinance 15-O-45 on October 22, 2015; and 3rd amendment by Ordinance 15-O-67 on January 14, 2016; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2015-2016 Budget by this Ordinance to incorporate expenditure decisions for the 2015-2016 fiscal year.

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

SECTION 1. The 2015-2016 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon third and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2015-2016 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig D. Tindall
City Attorney

SEAL

Exhibit A
Page 1

Department	Account	BUDGET AS PREVIOUSLY AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
GENERAL FUND	GENERAL FUND			
REVENUES	REVENUES			
FLEET SERVICES	TRANSFER IN FROM RISK MANAGEMEN	100,000	225,000	$ 125,000
FLEET SERVICES	TRANSFER IN FROM WATER & SEWER	175,000	210,000	35,000
				$ 160,000
EXPENDITURES	EXPENDITURES			
FLEET SERVICES	VEHICLE PARTS AND REPAIR	682,959	1,164,959	$ 482,000
FLEET SERVICES	FROM GENERAL FUND (CONTRA ACCT)	(2,158,402)	(2,480,402)	(322,000)
NON-DEPARTMENTAL	UNFORESEEN CONTINGENCIES & EXP	1,857,028	2,179,028	322,000
				482,000
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (6,278,765)	(6,600,765)	(322,000)
RISK MANAGEMENT FUND	RISK MANAGEMENT FUND			
EXPENDITURES	CLAIMS	$ 2,500,000	$ 2,625,000	$ 125,000
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (492,951)	(617,951)	(125,000)
DRUG FUND	DRUG FUND			
EXPENDITURES	TRANSPORTATION EQUIPMENT	$ 447,234	$ 487,153	$ 39,919
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (465,294)	(505,213)	(39,919)

ORDINANCE 16-OZ-10 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1 acre located at 1710 E. Northfield Blvd. from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District; Murfreesboro Leased Housing Associates I, applicant [2016-409].

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

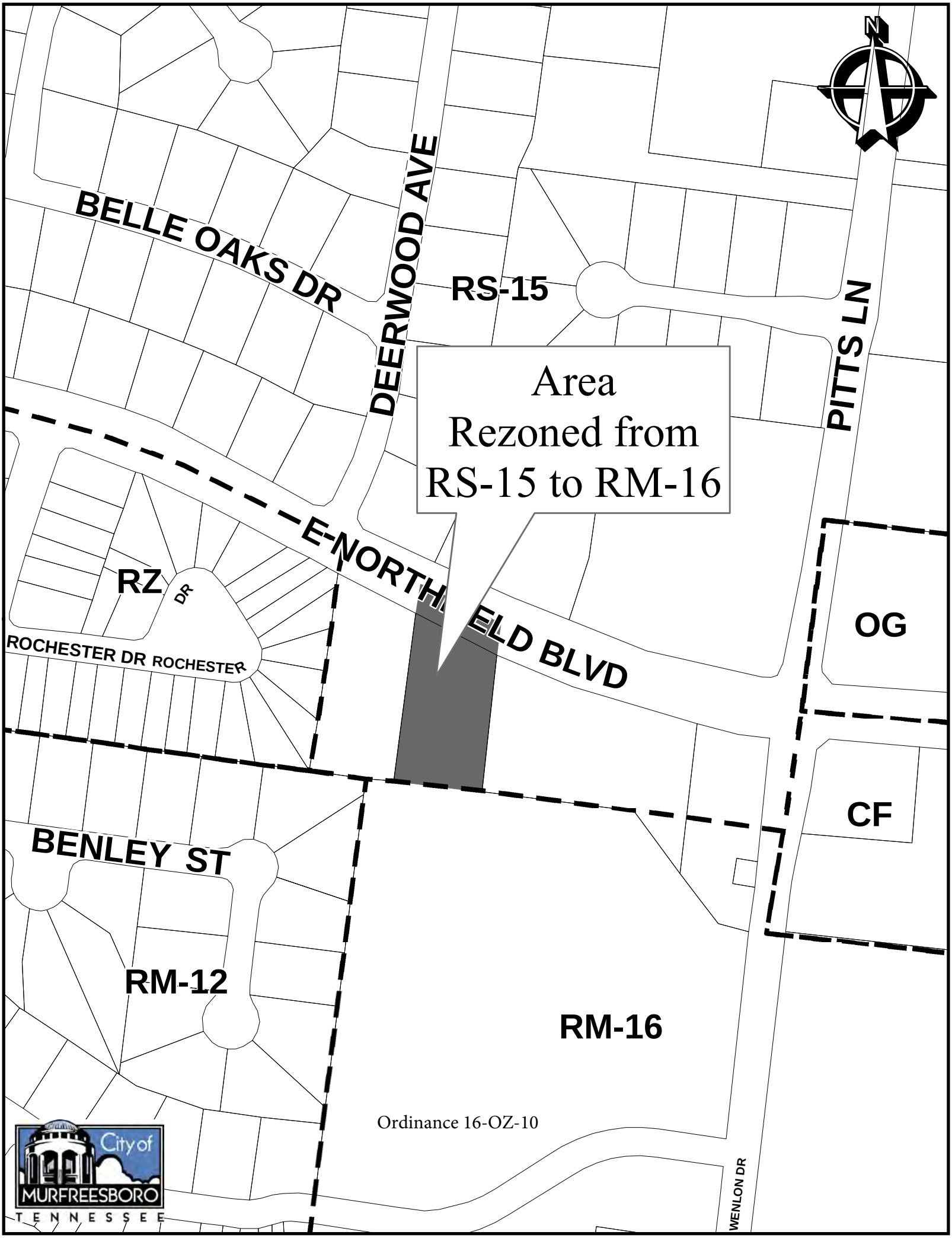
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-10

ORDINANCE 16-OZ-11 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 5.5 acres along Conference Center Boulevard and Avenue Way from Planned Commercial Development (PCD) District and Highway Commercial (CH) District to Planned Residential Development (PRD) District (Vasari Lofts); TDK Construction, applicant [2016-411].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

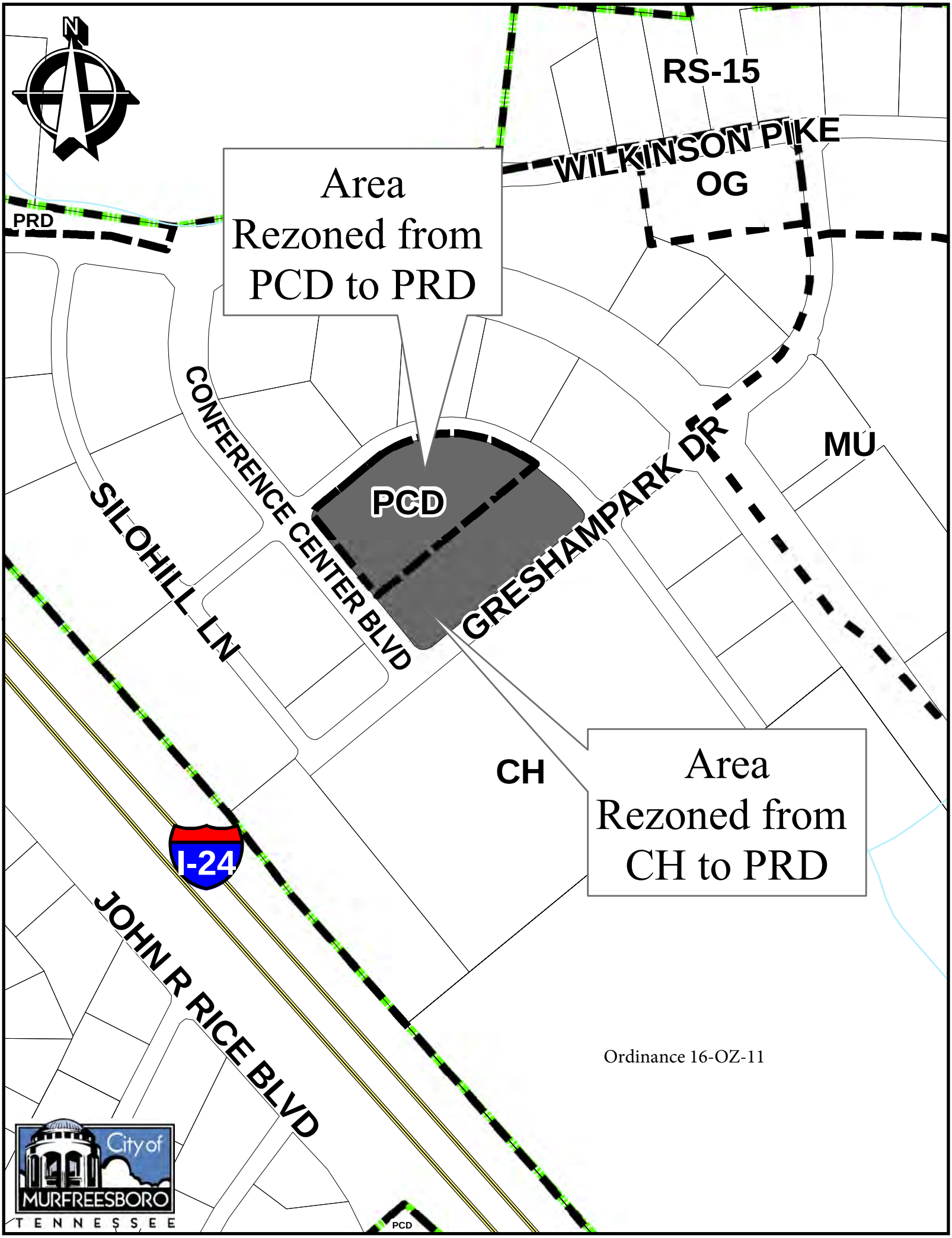
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-11

ORDINANCE 16-OZ-12 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 approximately14 acres located within the Liberty Cove subdivision from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Ten (RS-10) District (approx.. 7 acres) and Single-Family Residential Ten (RS-10) District to Single-Family Residential Fifteen (RS-15) District (approx.. 7 acres); Howard Wall and Jim Obrien, applicant [2016-410].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

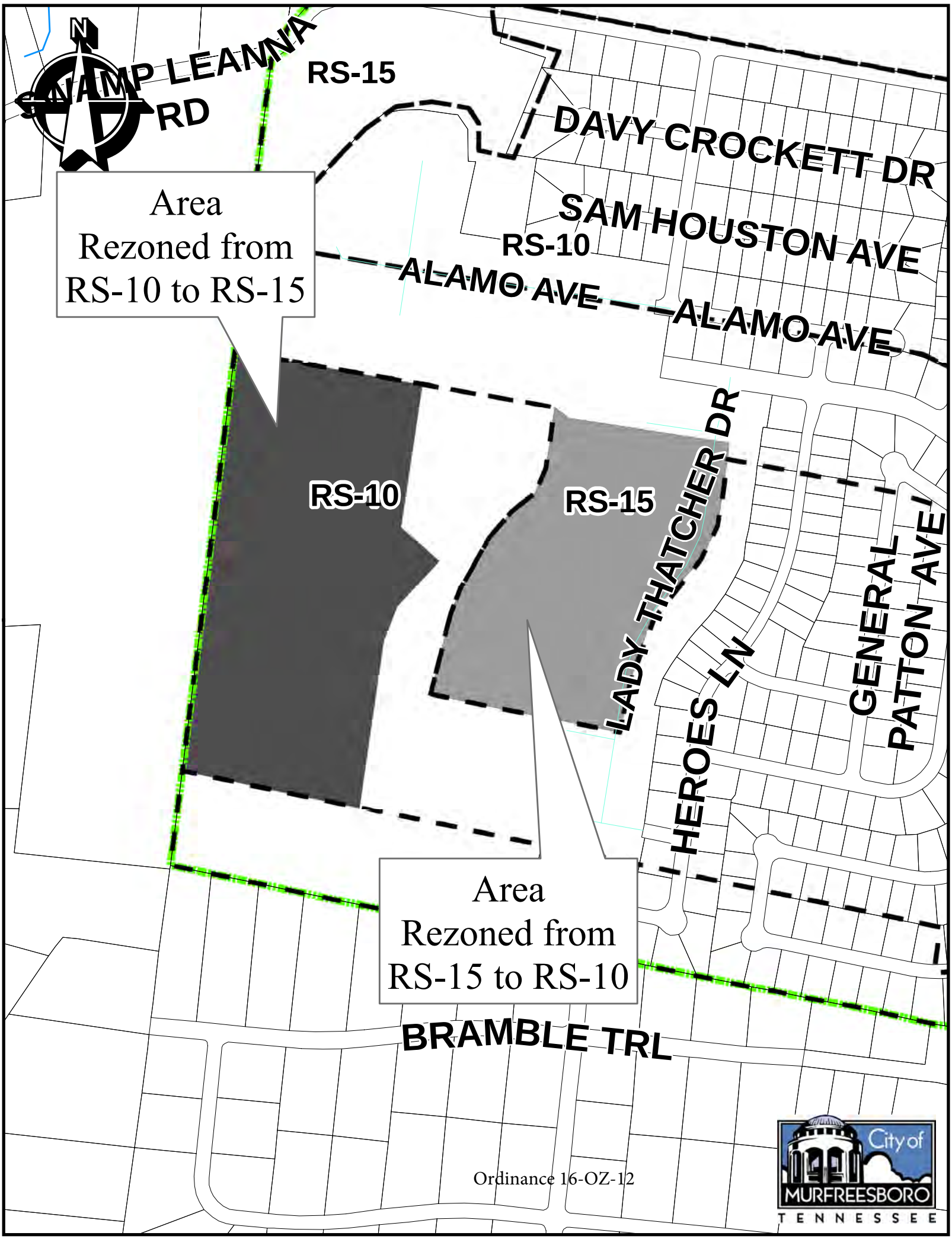
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-12

ORDINANCE 16-OZ-14 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 31.9 acres located west of Manchester Pike as Light Industrial (L-I) District; Swanson Development, applicant. [2016-408]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Light Industrial (L-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

ATTEST:

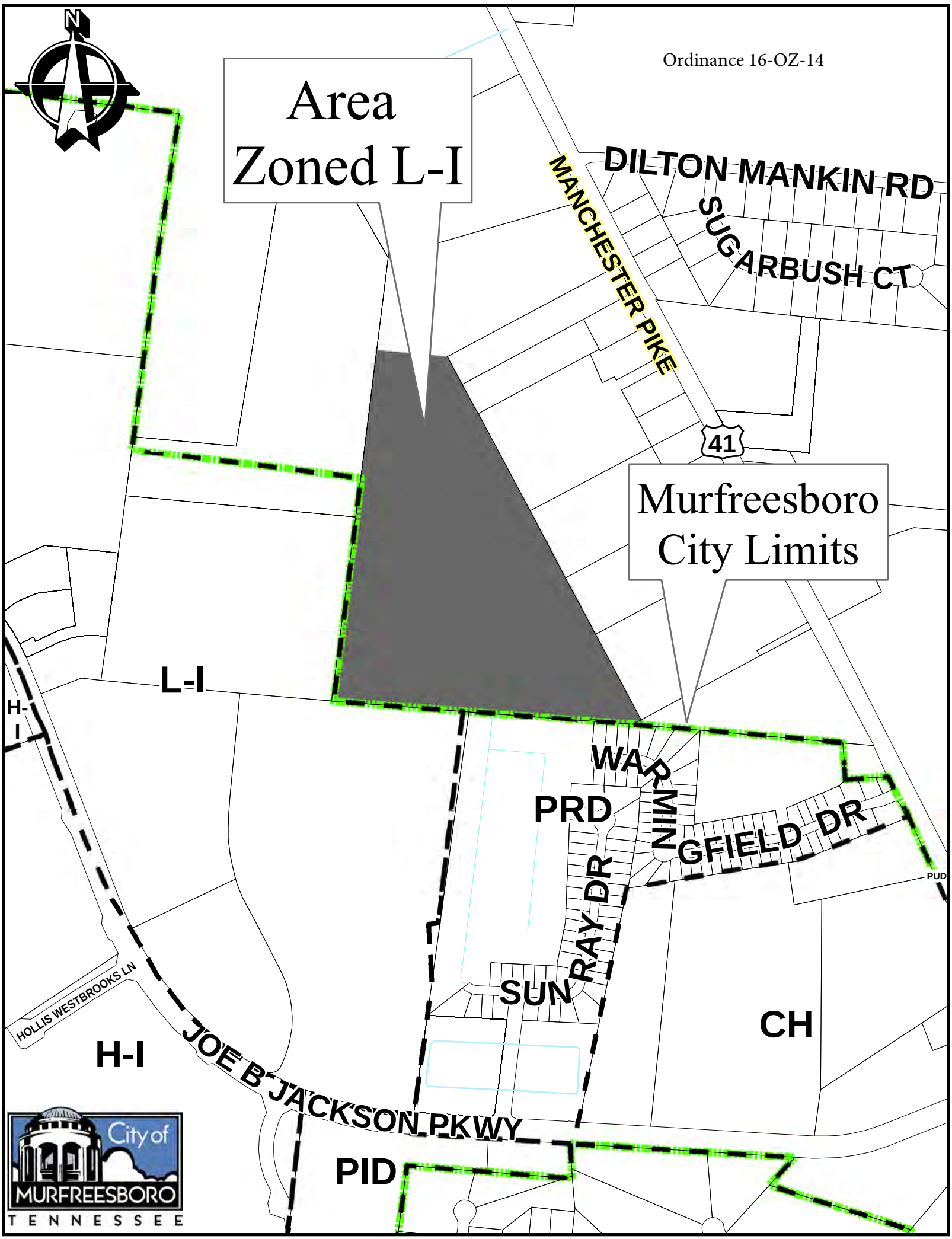
_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL

Ordinance 16-OZ-14



ORDINANCE 16-OZ-15 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 25.4 acres located along New Salem Highway as Commercial Fringe (CF) District (approx. 7 acres) and Residential Multi-Family Sixteen (RM-16) District (approx. 18.4 acres); Jackson Family General Partnership, applicant. [2016-407]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Commercial Fringe (CF) District and Residential Multi-Family Sixteen (RM-16) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

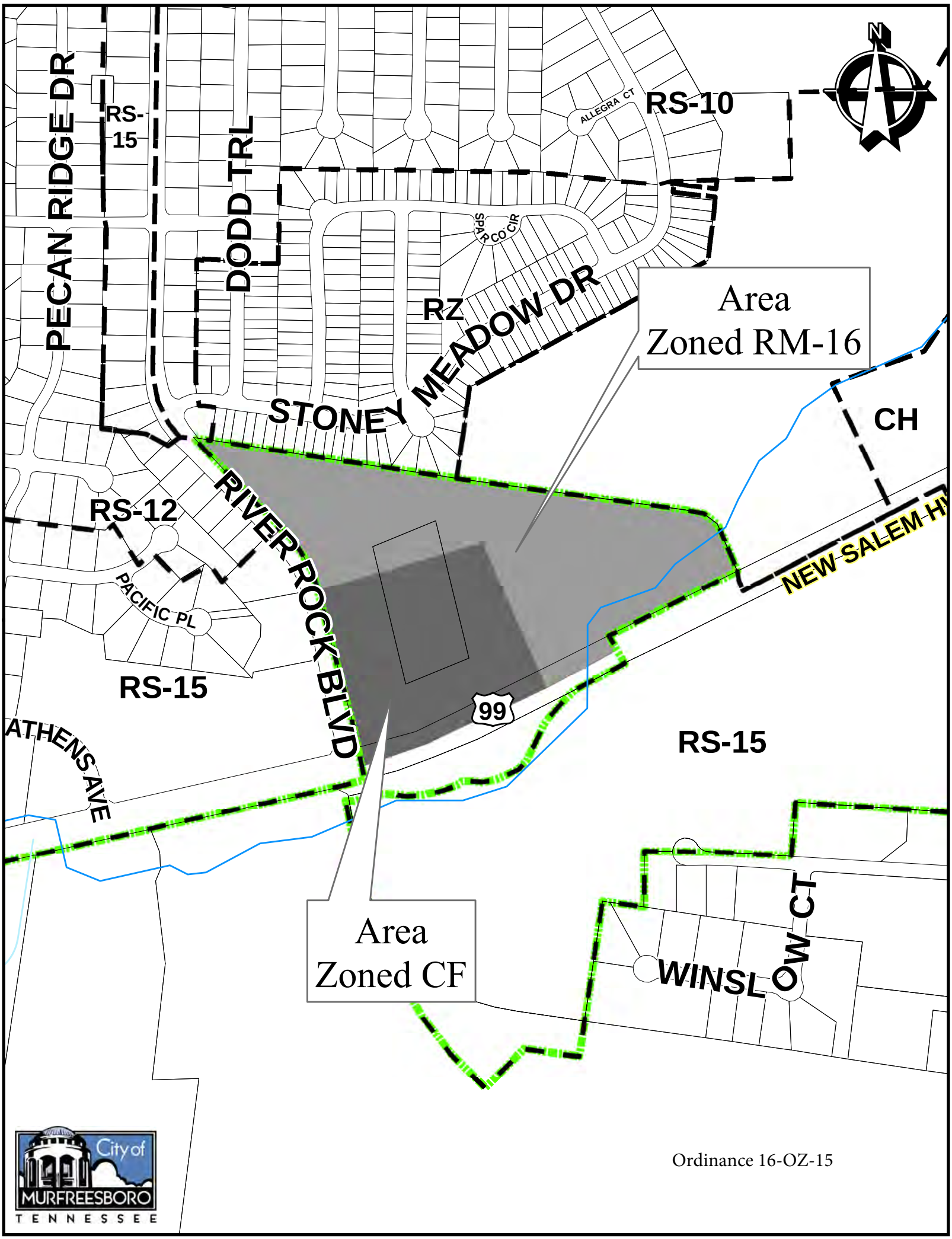
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-15

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

REGULAR AGENDA

March 5, 2016

Honorable Mayor and Members of the City Council:

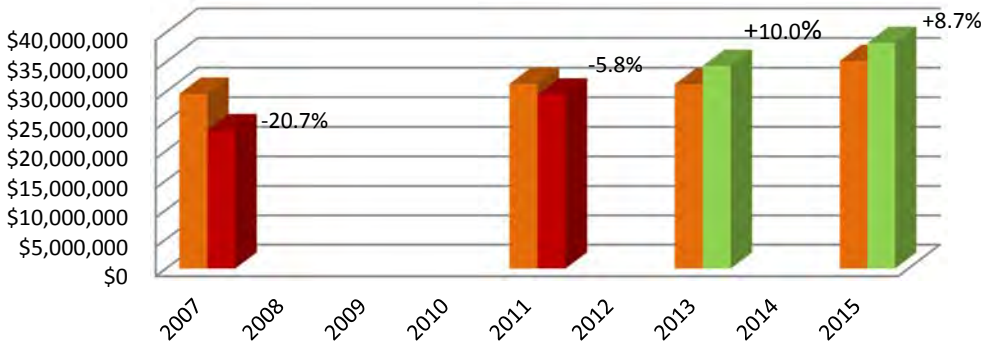
RE: Water and Sewer Board Rate Ordinance Recommendation to the City for the Council Regular Agenda from the Board meeting held March 22, 2016

Background

The Murfreesboro Water and Sewer Department was provided a cost of service study (COSS) from Jackson Thornton Utilities Consultants for FY2015. That study was presented at the February 16, 2016 Board meeting. Jackson Thornton has since that time provided staff a pro forma for FY2020. Based on the revenue gap between FY16 and FY20, staff is providing City Council with an analysis on rate design to meet the Department's 5-yr projected revenue requirements. In conjunction with that analysis, staff has prepared an FY17 rate ordinance for review and consideration by the Board. The FY17 rate ordinance recommends **no rate increase for residential customers** (accounts with 5/8" meters) and recommends reducing the allowance for commercial and industrial customers (meters greater than 5/8") by 50%. The allowance reduction for commercial and industrial customers is consistent with the five (5) year plan to reduce their allowances under the minimum bill to zero. FY17 represents year four (4) within this five (5) year plan.

The following chart summarizes the historical cost of service studies conducted by the Department from FY07 to FY15, illustrating the total rate revenue requirements and the actual rate revenue collected as an under or over recovery:

Chart 1: Total Water and Sewer Rate Requirements and Actual Rate Revenue



	2007 COSS	2011 COSS	2013 COSS	2015 COSS
Total Rate Requ'mnt	$29,650,005	$31,328,535	$31,244,197	$35,175,522
Total Rate Revenue	$23,498,628	$29,507,833	$34,353,148	$38,243,420

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

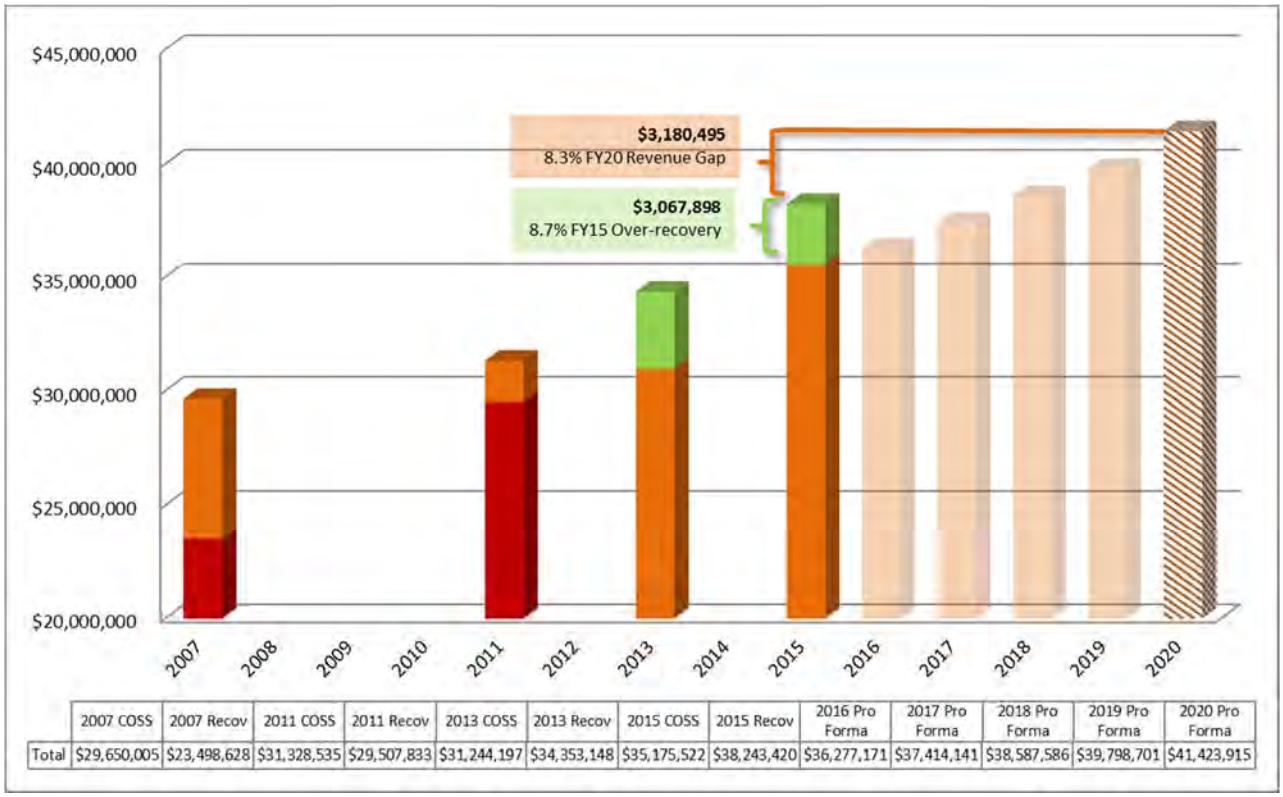
Table 1 compares the FY20 pro forma revenue requirements for the Water and Sewer fund to the FY15 actual rate revenue over-recovered. This table also estimates the increase in the annual number of billings the Department expects to see over this five (5) year horizon.

Table 1: FY15 Rate Revenue compared to FY20 Pro Forma

	Water	# Annual Billings	Sewer	# Annual Billings	Total
FY15 Rate Revenue	$13,423,983	311,190	$24,819,437	484,646	$38,243,420
FY20 Pro Forma	$14,889,883	311,190	$26,534,032	522,102	$41,423,915
Difference	**$1,465,900**	**0**	**$1,714,595**	**37,456**	**$3,180,495**
# Billings 5/8"		94.4%		96.5%	
# Billings > 5/8"		5.6%		3.5%	

The total difference of $3,180,495 is seen as the "revenue gap" that the Department's five (5) year rate design must be formulated to recover. Chart 2 below combines Chart 1 and Table 1 to better illustrate the historical cost of service studies and the FY20 pro forma projected revenue requirements.

Chart 2: Historical COS Studies and FY20 Pro Forma Revenue Requirements



	2007 COSS	2007 Recov	2011 COSS	2011 Recov	2013 COSS	2013 Recov	2015 COSS	2015 Recov	2016 Pro Forma	2017 Pro Forma	2018 Pro Forma	2019 Pro Forma	2020 Pro Forma
Total	$29,650,005	$23,498,628	$31,328,535	$29,507,833	$31,244,197	$34,353,148	$35,175,522	$38,243,420	$36,277,171	$37,414,141	$38,587,586	$39,798,701	$41,423,915

Table 2 illustrates where the revenue over the next five (5) years will be generated to cover the $3.2M revenue gap.

Table 2: Revenue Gap Source FY16 through FY20

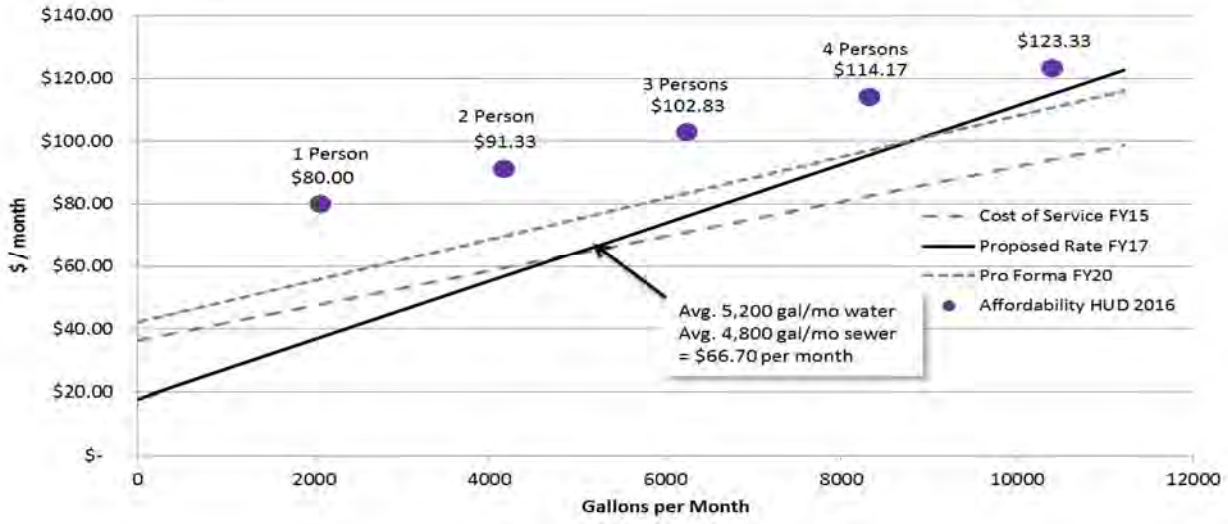
Fiscal Year	↑ Revenue Generated	Revenue from Reduction in Min. Allowance or Raise Min. Bill	Revenue from New Growth	Revenue from Commodity Rate Increase	Enhanced Revenue from AMI	"Available" Sewer Commodity Revenue Lost
July 1, 2015 (FY16)	$1,153,676	$676,591.19	$227,882.30	$0.00	$249,203.00	$0.00
July 1, 2016 (FY17)	**$1,304,951**	**$438,379.01**	**$231,627.90**	**$0.00**	**$710,949.95**	**(76,006.00)**
July 1, 2017 (FY18)	$1,498,227	$438,379.01	$235,373.50	$0.00	$900,480.35	(76,006.00)
July 1, 2018 (FY19)	$159,368	$0.00	$235,373.50	$0.00	$0.00	(76,006.00)
July 1, 2019 (FY20)	$159,368	$0.00	$235,373.50	$0.00	$0.00	(76,006.00)
TOTAL (5-yr period)	**$4,275,589**	$1,553,349	$1,165,631	$0	$1,860,633	(304,024.00)

Note that Table 2 shows a total of $4,275,589 of revenue generated from the various sources described, while only $3,180,495 is required. I would qualify the revenue generated from new growth and enhanced revenue from the Advanced Meter Infrastructure (AMI) categories as assumptive. So I believe it prudent to continue with the decrease in the allowance reductions in the meters greater than 5/8" in FY17 and FY18, estimated to generate a secured $876,758. I believe it is also prudent to leave the minimum bill for residential accounts flat within this same time frame. A new cost of service study will be scheduled for FY17, and the rate design can be adjusted accordingly at that time.

Please note that in the last column I have accounted for a reduction of roughly $76,006 annually in revenue as a result of changing the rate ordinance to remove commodity sewer rate charges and operation and maintenance sewer rate charges from accounts (or $4.24 per 100 cubic feet) that have sewer accessible to their property, but are not connected to the sewer. These property owners would still be charged the minimum monthly fixed sewer service charge ($10.22 per month for residential), but would not be charged based on consumption since no sewer is discharged to the collection system, conveyed to the Sinking Creek treatment plant or treated at the plant.

The proposed FY17 rate design is illustrated in the graph below in comparison to affordability (4% of very low income, or 50% of average median income, as defined by HUD and State of Tennessee, Rutherford County Median Family Income), Cost of Service FY15 and Pro Forma FY20. Affordability indexes are maintained.

Chart 3: Monthly Water & Residential Cost Curve, FY15 COSS, FY17 Rate Design, and FY20 PF



Two attachments are provided with this memo that deal primarily with adjusting the rate design, affecting MWSD's existing customer base. The first attachment entitled Costs of Water and Sewer for Selected Consumptions affects customers with a 5/8" meter. These customers are primarily residential and constitute approximately 95% of Murfreesboro's customer base, or 24,764 water accounts and 39,097 sewer accounts.

The second attachment entitled Costs of Water and Sewer Minimum Allowance (> 5/8" Meters) affects customers with a meter greater than 5/8". MWSD has 1,333 (or 5.1%) of its water customers with meters that range from 1" to 8". The anticipated rate ordinance is expected to recommend decreasing the minimum allowance with meters 1" and larger by 50%. The attachment shows what the revised minimum allowances will be compared to the current minimum allowances and the differences. The difference in the minimums will be charged the commodity rate per 100 cubic feet for water and sewer. The revenue anticipated by decreasing minimum allowances for meters greater than 1" is $207,009 for water and $231,379 for sewer, respectively ($438,379 total) for FY17.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendation

It is recommended that City Council approve the FY17 Water and Sewer rate ordinance.

Fiscal Impact

Approval of the rate ordinance is estimated to increase annual revenue for water in the amount of $207,009, and an increase of annual revenue for sewer in the amount of $155,373, totaling the $362,382 tabulated in Table 2.

Attachments

Ordinance 16-O-22 FY17 Water and Sewer Monthly Charges
FY17 Costs of for Water and Sewer for Selected Consumptions (Residential 5/8" Meters)
FY17 Costs of Water and Sewer Minimum Allowance (> 5/8" Meters)

Respectfully submitted,

Darren W. Gore
Director

Attachments

Costs of Water and Sewer for Various Monthly Consumptions
(Residential, 5/8" Meters)

		Proposed Rate 2016-2017 $2.74/100CF water, $3.34/100CF sewer Plus $0.90/100CF O&M				
Gallons	Cubic Feet	Water	Sewer	**Total**	**Increase**	**% increase**
		$8.22	$10.22	**$18.44**	**$0.00**	**0.00%**
748	100	$10.96	$14.46	**$25.42**	**$0.00**	**0.00%**
1,122	150	$12.33	$16.58	**$28.91**	**$0.00**	**0.00%**
1,496	200	$13.70	$18.70	**$32.40**	**$0.00**	**0.00%**
2,244	300	$16.44	$22.94	**$39.38**	**$0.00**	**0.00%**
2,992	400	$19.18	$27.18	**$46.36**	**$0.00**	**0.00%**
3,740	500	$21.92	$31.42	**$53.34**	**$0.00**	**0.00%**
4,047	541	$23.04	$33.16	**$56.20**	**$0.00**	**0.00%**
4,989	667	$26.50	$38.50	**$65.00**	**$0.00**	**0.00%**
5,236	700	$27.40	$39.90	**$67.30**	**$0.00**	**0.00%**
5,984	800	$30.14	$44.14	**$74.28**	**$0.00**	**0.00%**
6,732	900	$32.88	$48.38	**$81.26**	**$0.00**	**0.00%**
7,480	1,000	$35.62	$52.62	**$88.24**	**$0.00**	**0.00%**
9,971	1,333	$44.74	$66.74	**$111.48**	**$0.00**	**0.00%**
11,220	1,500	$49.32	$73.82	**$123.14**	**$0.00**	**0.00%**
14,960	2,000	$63.02	$95.02	**$158.04**	**$0.00**	**0.00%**
22,440	3,000	$90.42	$137.42	**$227.84**	**$0.00**	**0.00%**
24,931	3,333	$99.54	$151.54	**$251.08**	**$0.00**	**0.00%**
37,400	5,000	$145.22	$222.22	**$367.44**	**$0.00**	**0.00%**
44,880	6,000	$172.62	$264.62	**$437.24**	**$0.00**	**0.00%**
67,320	9,000	$254.82	$391.82	**$646.64**	**$0.00**	**0.00%**
89,760	12,000	$337.02	$519.02	**$856.04**	**$0.00**	**0.00%**
112,200	15,000	$419.22	$646.22	**$1,065.44**	**$0.00**	**0.00%**
149,600	20,000	$556.22	$858.22	**$1,414.44**	**$0.00**	**0.00%**
2,244	300	$16.44	$22.94	**$39.38**	**$0.00**	**0.00%**
5,004	669	$26.55	$38.59	**$65.14**	**$0.00**	**0.00%**

Costs of Water and Sewer Minimum Allowance (> 5/8" Meters)
FY 17 (2016-2017)

Water

Meter Size	No. of Customers	Min. Monthly Charge	Current Allowance (cf)	Proposed Allowance (cf)	Difference (cf)	Difference ($)	Added Revenue
1 inch	478	$19.18	120	60	60	$1.64	$9,429.98
1 1/2 inch	206	$41.10	440	220	220	$6.03	$14,901.22
2 inch	721	$65.76	800	400	400	$10.96	$94,825.92
3 inch	67	$164.40	2,250	1,130	1120	$30.69	$24,673.15
4 inch	42	$328.80	4,660	2,330	2330	$63.84	$32,176.37
6 inch	19	$685.00	9,890	4,950	4940	$135.36	$30,861.17
						TOTAL	**$206,867.81**

Sewer

Meter Size	No. of Customers	Min. Monthly Charge	Current Allowance (cf)	Proposed Allowance (cf)	Difference (cf)	Difference ($)	Added Revenue
1 inch	374	$27.98	120	60	60	$2.00	$8,993.95
1½ inch	187	$61.90	440	220	220	$7.35	$16,488.91
2 inch	651	$100.06	800	400	400	$13.36	$104,368.32
3 inch	65	$252.70	2,250	1,130	1120	$37.41	$29,178.24
4 inch	37	$507.10	4,660	2,330	2330	$77.82	$34,552.97
6 inch	19	$1,058.30	9,890	4,950	4940	$165.00	$37,619.09
						TOTAL	**$231,201.48**

Total

Meter Size	No. of Customers	Min. Monthly Charge	Current Allowance (cf)	Proposed Allowance (cf)	Difference (cf)	Difference ($)	Added Revenue
1 inch	478	$47.16	120	60	60	$3.65	$18,423.94
1½ inch	206	$103.00	440	220	220	$13.38	$31,390.13
2 inch	721	$165.82	800	400	400	$24.32	$199,194.24
3 inch	67	$417.10	2,250	1,130	1120	$68.10	$53,851.39
4 inch	42	$835.90	4,660	2,330	2330	$141.66	$66,729.34
6 inch	19	$1,743.30	9,890	4,950	4940	$300.35	$68,480.26
						TOTAL	**$438,069.29**

ORDINANCE 16-O-22 amending Chapter 33, Water and Sewers, Section 33-1 of the Murfreesboro City Code, dealing with minimum monthly water charges and minimum monthly sewer charges.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water and Sewer Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities determined the water and sewer rates were insufficient in meeting the system's future revenue requirements; and,

WHEREAS, the Water and Sewer Board studied and decided to recommend these charges to the City Council on March 22, 2016.

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

SECTION 1. Section 33-1, Water and Sewer Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) by deleting the table titled "Minimum Monthly Water Charges" in its entirety and substituting in lieu thereof the following:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, cubic feet
5/8 inch	$ 8.22	-
1 inch	19.18	60
1 1/2 inch	41.10	220
2 inch	65.76	400
3 inch	164.40	1,125
4 inch	328.80	2,330
6 inch	685.00	4,945

One Cubic Foot equals seven and one-half (7½) gallons
*Tax not included

SECTION 2. Section 33-1, Water and Sewer Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (G) in its entirety and substituting in lieu thereof the following:

(G) *Sewer rates*. Each customer served by sanitary sewer service shall be charged sanitary sewer service and operation and maintenance fees.

(1) *Sewer customers served metered water by a public utility*. The sewer rate shall be $3.34 per 100 cubic feet of metered water consumption ($0.0334 per c.f.) over the stated allowance per meter size. The minimum monthly bills applicable to all customers shall be based upon the following table:

MINIMUM MONTHLY SEWER USAGE CHARGES

Meter Size	Charge*	Allowance, cubic feet
5/8 inch	$10.22	-
1 inch	27.98	60
1½ inch	61.90	220
2 inch	100.06	400
3 inch	252.70	1,125
4 inch	507.10	2,330
6 inch	1,058.30	4,945

One cubic foot equal seven and one-half (7½) gallons.

* Not including O&M charge

In addition to the sanitary sewer service charge, each customer shall be charged an operation and maintenance fee equal to ninety cents ($0.90) per one hundred cubic feet of metered water usage.

(2) Each residential sewer customer utilizing an unmetered water supply shall be charged a flat monthly rate of nineteen dollars and seventy cents ($19.70). Flat monthly rates for other sewer customer charges utilizing an unmetered water supply shall be as determined by the Water and Sewer Board. Sewerage charges will be applied to all customers receiving sewer service.

(3) *Accessible sewer customers not connected to sanitary sewer*. Minimum monthly sewer usage charges will be applied to all customers whose properties have accessible sewer as defined in City Code §16-28 and §33-33(D) but who are not connected to the sanitary sewer. Customers not connected to the sanitary sewer will not be charged consumption based sewer service charges or consumption based operation and maintenance fees.

SECTION 3. That this Ordinance shall take effect for bills printed on or after July 1, 2016 on its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig Tindall
City Attorney

SEAL

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Publix Tennessee, LLC

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Manager

Name	Michael Jason McCoy
Age	37
Home Address	5249 Sunsail Dr.
Residency City/State	Antioch, TN
Race/Sex	Black/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Publix # 1163
Business Location 1731 S Rutherford Blvd., Ste S

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Publix Tennessee, LLC

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Manager

Name Jennifer Anne Kusnir
Age 35
Home Address 2822 Avington Court
Residency City/State Murfreesboro, TN
Race/Sex White/F
10 Year Background Check Findings:
City of Murfreesboro: 7/16/2015 Speeding Appearance Bond Paid
FBI: No indication of any record that may preclude the applicant for consideration.

Name of Business Publix # 1164
Business Location 3415 Memorial Blvd.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Publix Tennessee, LLC

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Manager

Name	Michael David DeBlois
Age	41
Home Address	8004 Fenwick Lane
Residency City/State	Springhill, TN 37174
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Publix # 1172
Business Location 4175 Franklin Rd.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Publix Tennessee, LLC

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Manager

Name	Daniel Ratchup
Age	48
Home Address	4032 Locerbie Circle
Residency City/State	Spring Hill, TN
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Publix # 1234
Business Location 2650 New Salem Hwy.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Wal-Mart Stores East, LP

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Store Manager

Name	James T. Fox
Age	50
Home Address	223 Mitchell Lane
Residency City/State	Manchester, TN
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Walmart #682
Business Location 2000 Old Fort Parkway

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Wal-Mart Stores East, LP

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Store Manager

Name	Thelma Sue Strong
Age	50
Home Address	480 Halley Ridge
Residency City/State	Gainsboro, TN
Race/Sex	Unidentified/F
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Walmart #5057
Business Location 2900 S Rutherford Blvd.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Wal-Mart Stores East, LP

Type of Application:

New - wine sale in retail store

Corporation X
Partnership _____
Sole Proprietor _____

Store Manager

Name	Bruce A. DiMarco, Jr.
Age	30
Home Address	1520 Jacobs Road
Residency City/State	Columbia, TN
Race/Sex	Unidentified/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Walmart #5148
Business Location 1153 Fortress Blvd.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Sam's East Inc.

Type of Application:

New - wine sale in retail store

Corporation	X
Partnership	
Sole Proprietor	

Store Manager

Name	William Bell
Age	35
Home Address	725 Gribbs Road
Residency City/State	Ashland City, TN
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business	Sam's Club #6501
Business Location	125 John R Rice Blvd.

Application Completed Properly? Yes

Location meets zoning and distance requirements? Yes

The actual application is available in the office of the City Recorder.

FOR
YOUR
INFORMATION

PUBLIC HEARINGS

City of
MURFREESBORO
TENNESSEE

May 5, 2016

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

Agenda

April 29, 2016

Honorable Mayor and Members of City Council

Re: Public Hearing to be held May 5, 2016

Background

Attached is additional information for the public hearings to be held by the City Council. The items are as follows:

a. Annexation Plan of Services and annexation petition [2015-509] for approximately 16.5 acres located along West Thompson Lane, Jordan Family General Partnership and Mr. John Massey applicants.

b. Zoning application [2015-431] for approximately 16.5 acres located along West Thompson Lane to be zoned as General's Landing PRD simultaneous with annexation and for approximately 16.5 acres to be rezoned from RS-15 to General's Landing PRD, Blue Sky Construction applicant.

Recommendation

The City Council will need to conduct public hearings on these matters after which it will consider a resolution for the adoption of the annexation and Plan of Services and an ordinance for the adoption of the Zoning Map amendment.

Concurrences

The Murfreesboro Planning Commission conducted a public hearing on this item during its regular meeting on February 3, 2016. The Planning Commission is recommending approval of these items.

Attachments

1. Staff Comments from the Planning Commission meeting
2. Illustrations of the areas
3. Plan of Service
4. PRD program books
5. Minutes of the Planning Commission meeting
6. Miscellaneous exhibits and materials

Respectfully Submitted,

Margaret Ann Green, AICP
Principal Planner

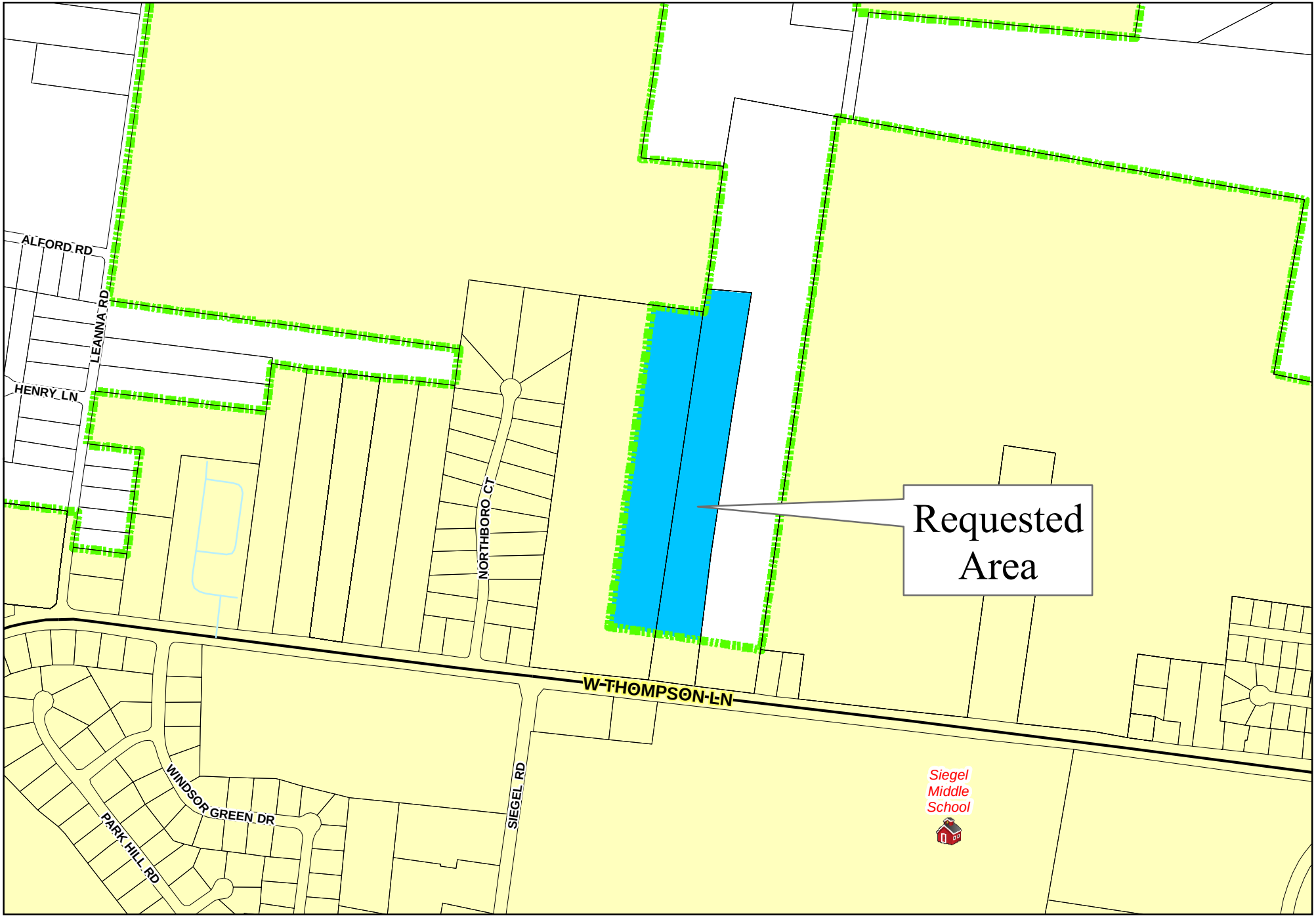
Planning & Engineering Department
111 West Vine Street * Post Office Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 6441 * Fax 615 849 2606
TDD 615 849 2689 www.murfreesborotn.gov

3.f. Annexation Plan of Services and annexation petition [2015-509] for approximately 16.5 acres located along West Thompson Lane, Jordan Family General Partnership and Mr. John Massey applicants.

The subject property consists of portions of two parcels located north of West Thompson Lane. In 1986 the City annexed a portion of 560 North Thompson Lane and in 1987 the City annexed a portion of the property located at 444 W Thompson Lane. Will Jordan, representing the Jordan Family General Partnership, has petitioned the City of Murfreesboro annex the property located at 560 West Thompson Lane. John Massey, the owner of the second parcel located at 444 West Thompson Lane, has also petitioned the City of Murfreesboro annex his property. The total study area for the area requesting annexation is approximately 16.5 acres. Blue Sky construction has a contract to purchase these properties and has submitted a PRD (Planned Residential District) zoning application which is the subject of the next public hearing. The properties are bordered on the north and west with single-family developments. The Siegel school complex is to the south and MTSU's property is to the east, adjacent to the parcel located at 424 West Thompson Lane.

A portion of these properties requesting annexation is already located within City limits; therefore, the requested area is contiguous to existing City Limits. It is within the City's urban growth boundary and, the owner has petitioned the City for its annexation. Staff has prepared a plan of services, which has been included with the agenda for the Planning Commission's consideration. It does not appear that there will be any complications in providing services to the subject property. No right-of-way is included in the annexation study

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



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Annexation Request For Property Along W. Thompson Ln.

0 300 600 1,200 1,800
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Jordan Family General Partnership
Will Jordan
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [signature] Status: Owner Date: 11-25-15

3923 Shackleff rd. ~~[illegible]~~ M'boro, Tn 37129
Mailing Address (if not address of property to be annexed)

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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

NOV 25 2015

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. John A. Massey
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [signature] Status: OWNER Date: 1-14-16

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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

JAN 19 2016

ANNEXATION REPORT FOR PROPERTY LOCATED AT 444 AND 560 WEST THOMPSON LANE INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
February 3, 2016

Study Area
NORTHBORO CT
SIEGEL RD
W THOMPSON LN
City of
MURFREESBORO
TENNESSEE

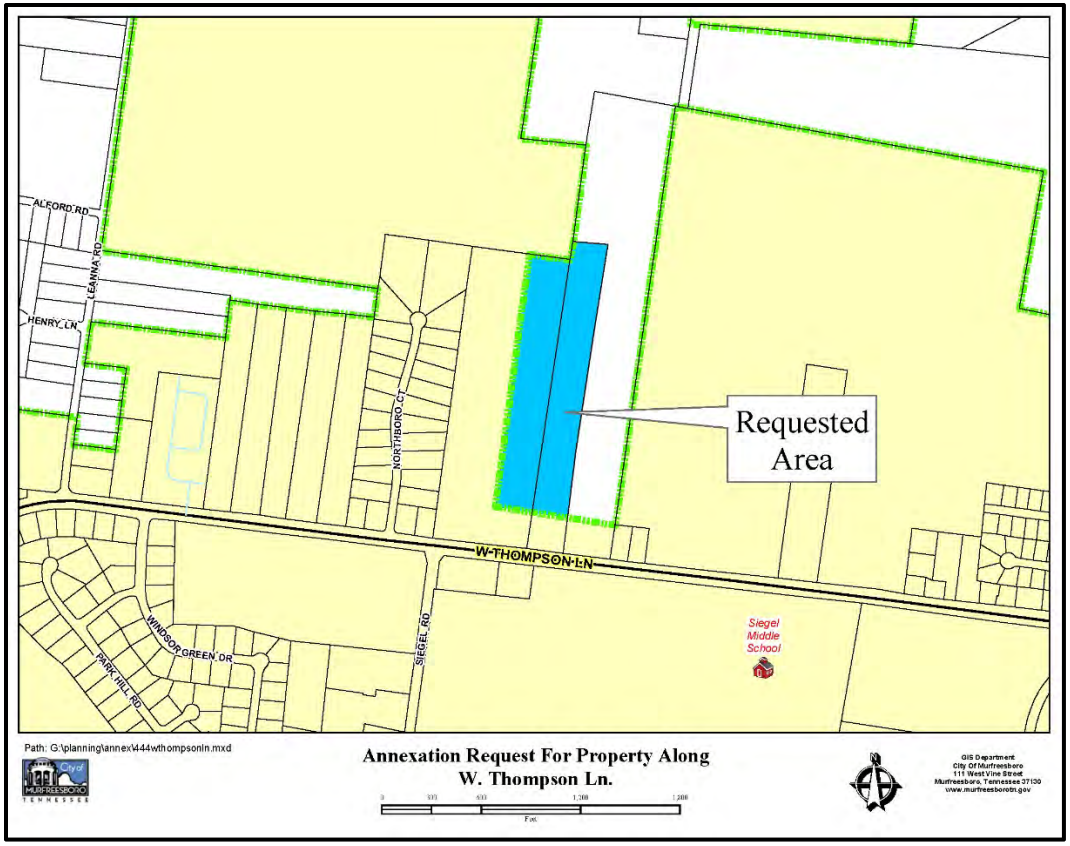
INTRODUCTION

OVERVIEW

The area studied in this Plan of Services includes 16.2 acres spanning across two parcels (Tax Map 58, Parcels 81 and 82) located at 444 and 560 West Thompson Lane. Portions of both parcels already lie within the City. The study area adjoins the City on the south, west, and northwest, while the areas to the east and northeast lie within the unincorporated County.

The applicant, Mr. Will Jordan representing Jordan Family General Partnership, has requested rezoning simultaneous with annexation. If approved by the City Council, both parcels would be rezoned PRD (Planned Residential Development).

The parcels are located within the City of Murfreesboro's Urban Growth Boundary.

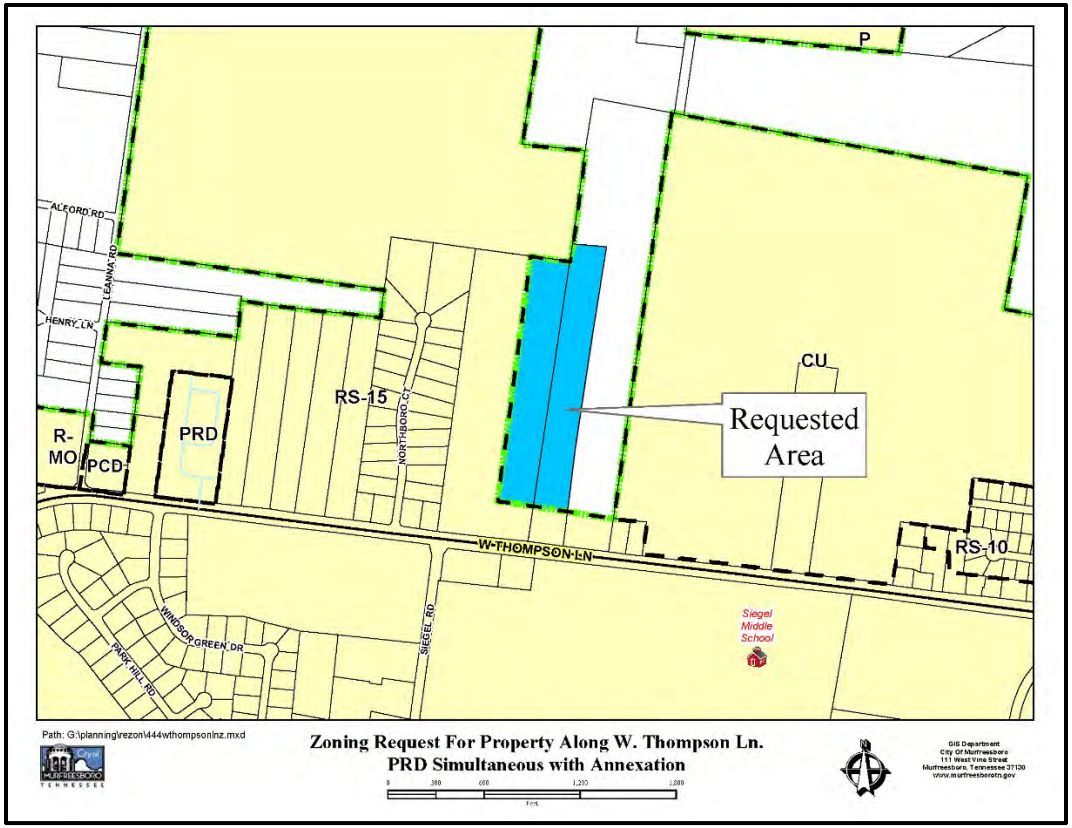


CITY ZONING

The applicant has requested PRD (Planned Residential Development) zoning for the study area simultaneous with annexation. The property is presently zoned RM (Residential – Medium Density) in the County.

The study area lies within two parcels, portions of which are already within the City limits and are zoned RS-15 (Single-Family Residential). The applicant's proposed planned development would cover the entirety of both parcels.

The Northboro subdivision to the west is zoned RS-15 (Single-Family Residential). A City-owned, RS-15 zoned property known as the "Jordan Farm" lies to the northwest of the study area. The adjacent parcel to the east and northeast of the study area lies mostly within the County and is zoned RM (Residential – Medium Density). Siegel Middle School and an electric substation lie south of the study area; these parcels are zoned RS-15.

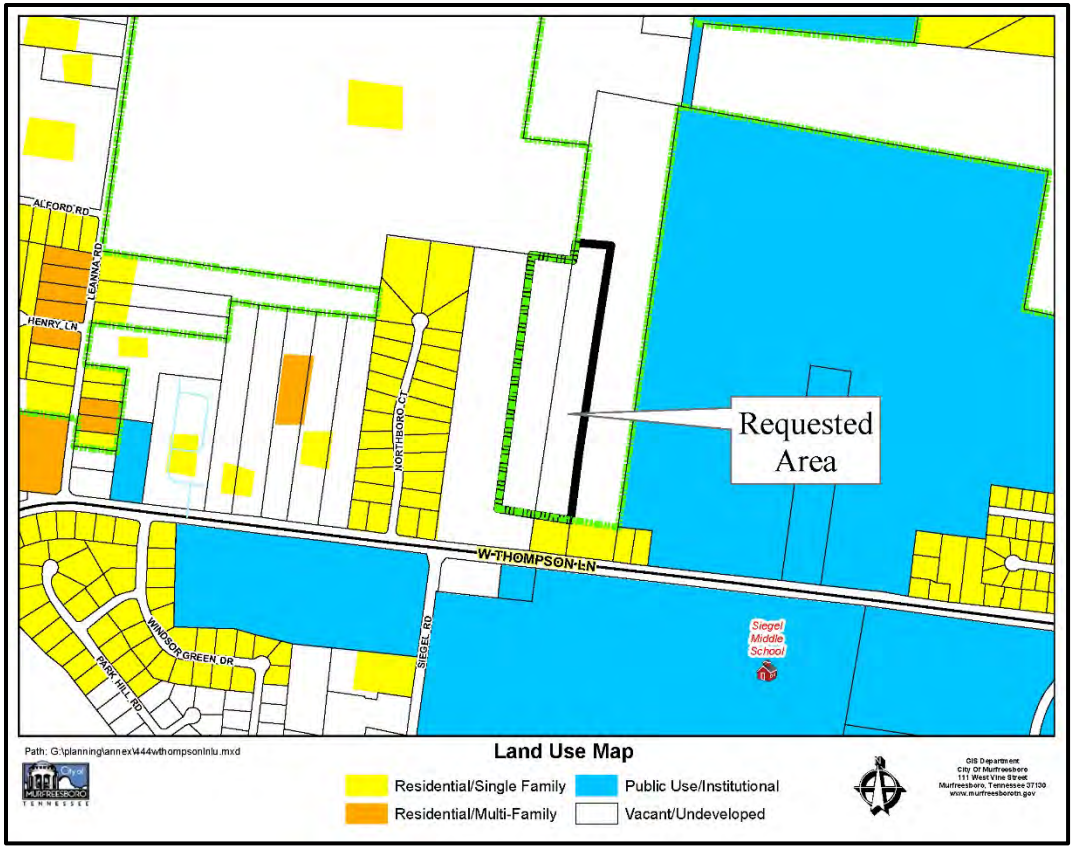


PRESENT AND SURROUNDING LAND USE

The study area consists of portions of two parcels. The property at 560 West Thompson Lane (Parcel 82) consists of approximately 24 acres, 7.7 of which are included in the annexation request. The portion of the parcel that already lies within the City houses a horse boarding facility.

The property at 444 West Thompson Lane (Parcel 81) consists of approximately nine acres, 8.5 of which are included in the annexation request. The portion of the parcel that already lies within the City includes two single-family houses.

Properties near the study area include a mix of land uses. Northboro, a residential subdivision to the west, features lots ranging from 19,000 square feet to greater than one acre. An electric substation and Siegel Middle School are located south of the study area. The City-owned Jordan Farm property is located to the northwest. A 22.5-acre residential property is located to the east and northeast. Other major owners/occupants in the vicinity include Miller Coliseum (east of study area), Northside Baptist Church (southwest of study area), and Siegel High School (south of study area).



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state. (Note that the Jordan Family Real Estate property listed on the table below currently receives a greenbelt rollback assessment. The table assumes that the property will no longer qualify for the greenbelt rollback assessment upon sale and development.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
John Alton Massey	7.70	$100,900	$0	$25,225	$320.43
Jordan Family Real Estate	8.50	$66,300	$0	$16,575	$210.55
Total	**16.20**	**$167,200**	**$0**	**$41,800**	**$530.98**

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro. (Note that the table below takes the entirety of both subject parcels into account.)

Table II
Per Capita State Revenue Estimates

General Fund	**Per Capita Amount**
State Sales Tax	$70.00
State Beer Tax	$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	$2.05
Gross Receipts (TVA in-lieu taxes)	$11.00
Total General Revenue Per Capita	$83.55
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$25.91
Total Per Capita (General and State Street Aid Funds)	$109.46
Total State-Shared Revenues (based on full build-out at 2.58 persons per dwelling unit with requested density of 178 units)	**$50,268**

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place. Adding the state-shared revenue projections to the property tax revenue projections equals annual tax revenues of $50,268.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

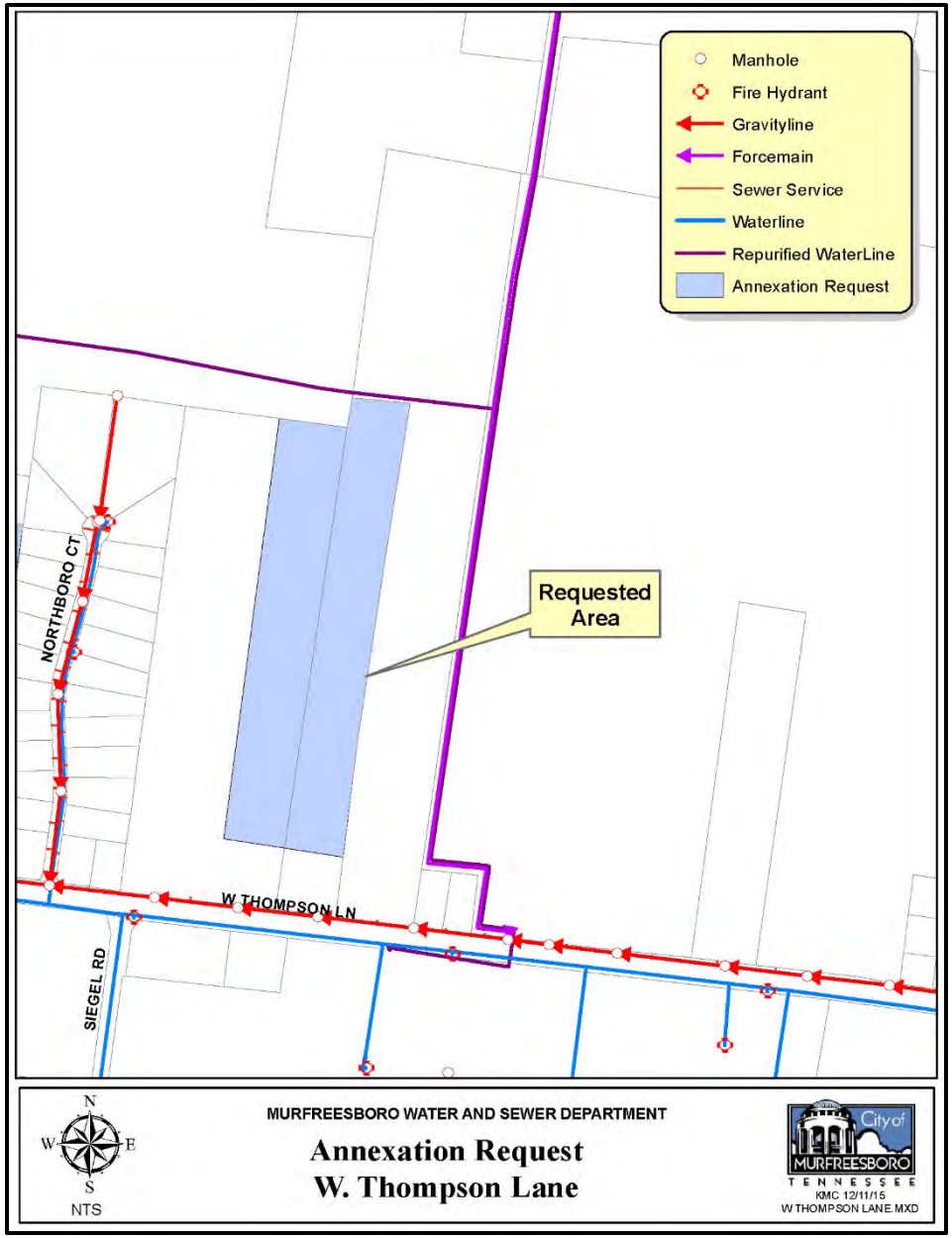
The two parcels that include the study area currently have access to West Thompson Lane, which is both a major arterial and a state route. The City's Major Thoroughfare Plan indicates that West Thompson Lane should be upgraded to a five-lane roadway with curb and gutter. Design plans are currently under development. The developer should anticipate dedicating right-of-way and easements and participating in street improvements on West Thompson Lane as a requirement of property development. Any new roads associated with development of the property must adhere to the City's Standard Street Specifications. The developer must be particularly attentive to potential traffic impacts and alignment conflicts, particularly near Siegel Road and the driveway serving Siegel High School.

WATER SERVICE

The study area lies within the Murfreesboro Water and Sewer Department (MWSD) service area. A 20-inch water main running along the southern side of West Thompson Lane is adequate for providing domestic water service and maintaining proper fire flows for any future development. The developer is responsible for extending water service to the subject property; doing so will require a bore under West Thompson Lane to the proposed development. Any new water line development must be done in accordance with MWSD's development policies and procedures. The blue lines on the adjacent map represent existing water lines.

REPURIFIED WATER SERVICE

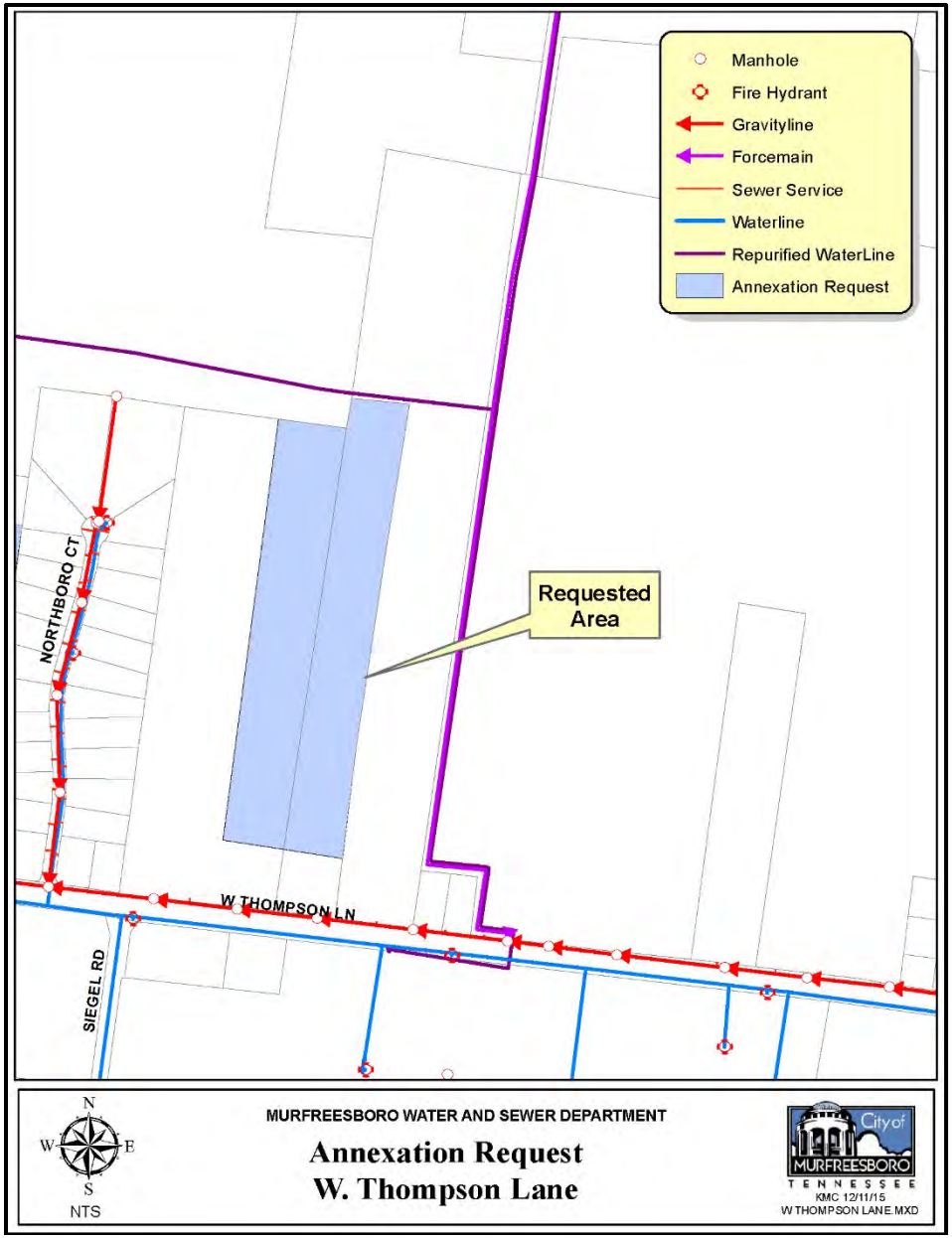
Repurified water is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." An existing 24-inch water main is available to serve the study area if desired. Any new repurified water development must be done in accordance with MWSD's development policies and procedures. The purple lines on the adjacent map represent existing repurified water lines.



SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property will be served by an existing 18-inch sanitary sewer main located within the right-of-way along West Thompson Lane. The developer's design engineer shall be responsible for verifying which portions of the property can be served by gravity and which portions require grinder pumps. These findings shall be reported to MWSD as soon as possible. Only single-family properties can be served by individual grinder pumps. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

The red lines on the adjacent map represent existing sewer lines.

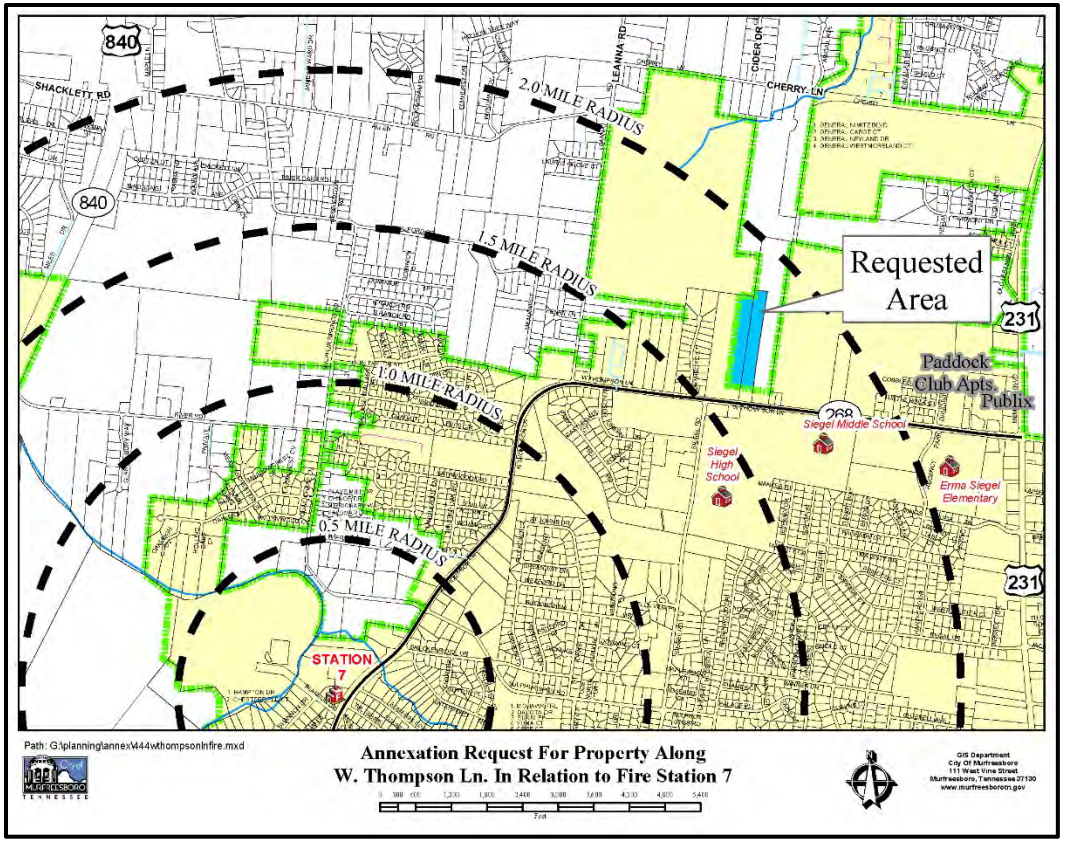


FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department policies and procedures. Current guidelines recommend fire hydrants be more than 500 feet apart.

An existing 20-inch Murfreesboro Water and Sewer Department water line along West Thompson Lane is able to provide adequate fire flows and fire protection on the subject property. The closest fire station to the subject tract is Fire Station #7, located at 2715 North Thompson Lane, 1.8 miles from the study area. Additionally, Station #6, located at 2302 Memorial Boulevard, is 2.5 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.

The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Friday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

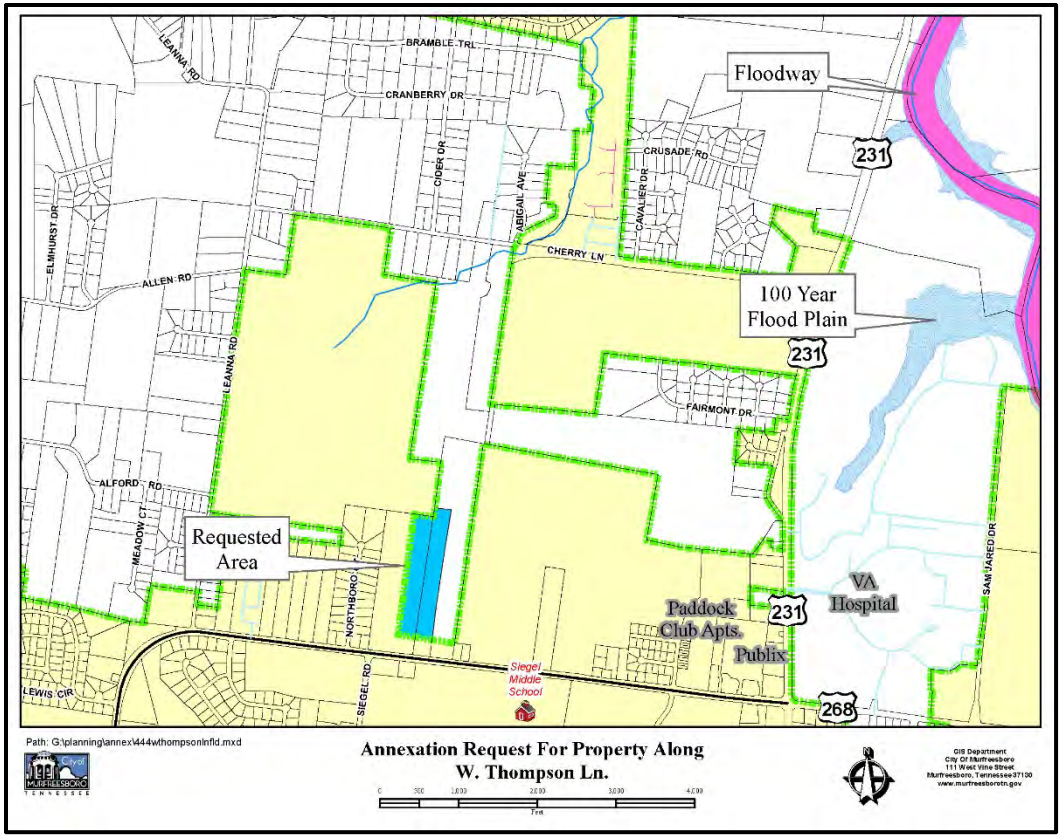
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

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



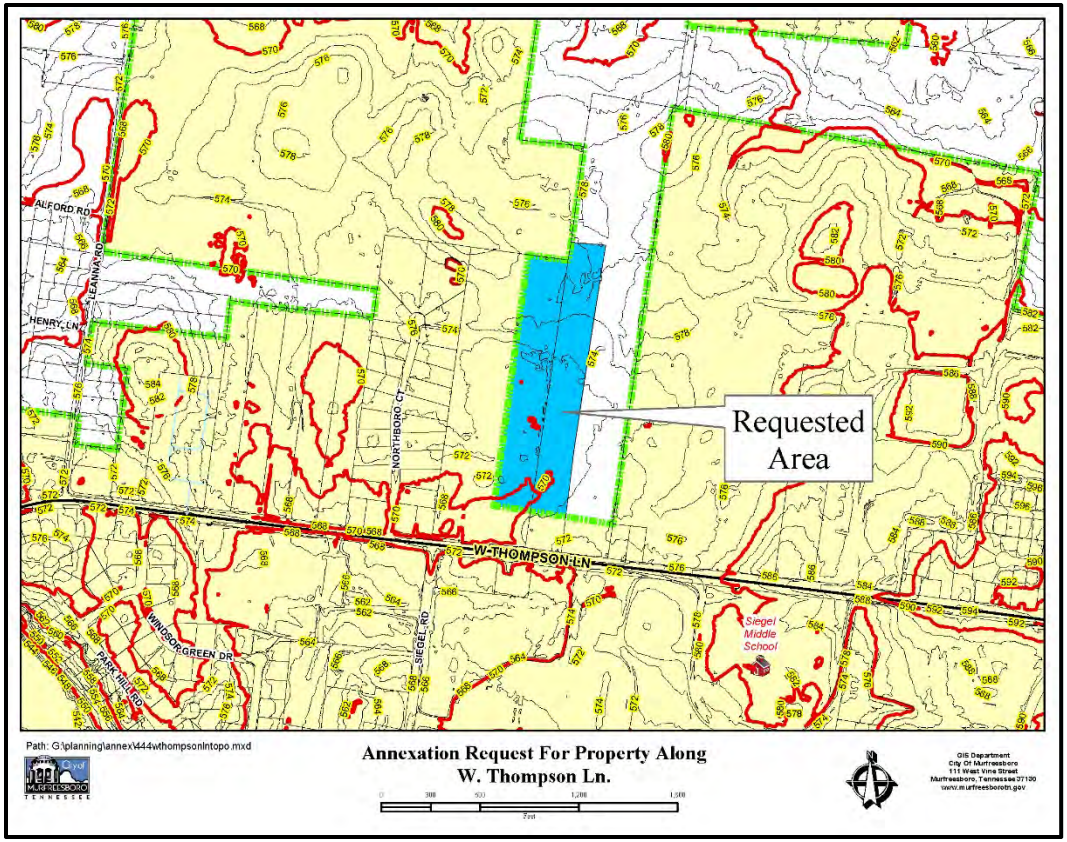
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. A review of the topographic map for the study area shows that the property drains poorly to internal closed depressions and generally southward to the right-of-way of West Thompson Lane. Historical aerial photography indicates several areas of ponded water following rain events, and the overland drainage route to West Thompson Lane is poorly developed. Future development plans should address the existing drainage conditions as well as the Hooper Bottoms Master Plan.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed PRD zoning, this property has the potential to generate $2,500 in Stormwater Utility Fees annually upon full development.

New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

Mr. Sam Huddleston explained the applicant's traffic access and circulation for this site includes a free flow right turn lane on Siegel Road into the site. This will allow large service trucks to properly maneuver and circulate around the site. Also, there will be a one way drop off/pick up canopy.

Mr. Gary Whitaker commented that all property owners have the same opportunities to rezone their property just as this applicant has done. Ms. Kathy Jones stated how the Planning Commissioners do not know the offers or any detail negations being made to property owners when they are placing their property up for sale. The Planning Commissioners do not use that type of information whenever decisions are being considered for rezoning properties. Continuing, Ms. Jones commented how this was a perfect place for this type of facility beside a school. This is a good use the applicant has provided that includes additional uses if it were not a daycare. Last, the concerns regarding drainage has been addressed and understood.

Ms. Kathy Jones made a motion to approve the rezoning request, seconded by Mr. Ken Halliburton. The motion passed with one abstention from Mr. Eddie Smotherman.

Annexation Plan of Services and annexation petition [2015-509] for approximately 16.5 acres located along West Thompson Lane, Jordan Family General Partnership and Mr. John Massey applicants. Ms. Margaret Ann Green began by describing the subject property consists of portions of two parcels located north of West Thompson Lane. In 1986 the City annexed a portion of 560 North Thompson Lane and in 1987 the City annexed a portion of the property located at 444 W Thompson Lane. Will Jordan representing the Jordan Family General Partnership, has petitioned the City of Murfreesboro to annex the property located at 560 West Thompson Lane. John Massey, the owner of the second parcel located at 444 West Thompson Lane, has also petitioned the City of Murfreesboro annex his property. The total study area for the area requesting annexation is approximately 16.5 acres. Blue Sky construction has a contract to purchase these properties and has submitted a PRD (Planned Residential District) zoning

application which is the subject of the next public hearing. The properties are bordered on the north and west with single-family developments. The Siegel school complex is to the south and MTSU's property is to the east, adjacent to the parcel located at 424 West Thompson Lane.

A portion of these properties requesting annexation is already located within City limits; therefore, the requested area is contiguous to existing City Limits. It is within the City's urban growth boundary and, the owner has petitioned the City for its annexation. Staff has prepared a plan of services that has been provided to the Planning Commission to consider. It does not appear that there will be any complications in providing city services to the subject property. No right-of-way is included in the annexation study since it is already in the city limits.

Vice Chairman Young opened the public hearing. No one came forward to speak for or against the annexation request, therefore, Vice Chairman Young closed the public hearing.

Mr. Ken Halliburton made a motion to approve the two annexation requests and plan of services, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Zoning application [2015-431] for approximately 16.5 acres located along West Thompson Lane to be zoned as General's Landing PRD simultaneous with annexation and for approximately 16.5 acres to be rezoned from RS-15 to General's Landing PRD, Blue Sky Construction applicant. Ms. Margaret Ann Green began by describing the subject property located north of West Thompson Lane, just north of its intersection with Siegel Road. The subject properties consist of portions of two parcels. The properties to the east are zoned CU (College and University District). The properties to the west and south are zoned RS-15 (Single-Family Residential District). The Siegel school complex is located along the southern side of West Thompson Lane. A portion of both parcels is currently located in Murfreesboro City limits and the remainder is in the unincorporated area of Rutherford County. A petition for annexation has

3.g. Zoning application [2015-431] for approximately 16.5 acres located along West Thompson Lane to be zoned as General's Landing PRD simultaneous with annexation and for approximately 16.5 acres to be rezoned from RS-15 to General's Landing PRD, Blue Sky Construction applicant.

The subject property is located north of West Thompson Lane, just north of its intersection with Siegel Road. The subject properties consist of portions of two parcels. The properties to the east are zoned CU (College and University District). The properties to the west and south are zoned RS-15 (Single-Family Residential District). The Siegel school complex is located along the southern side of West Thompson Lane. A portion of both parcels is currently located in Murfreesboro City limits and the remainder is in the unincorporated area of Rutherford County. A petition for annexation has been made to include the entire two parcels within Murfreesboro's municipal boundary. The portion of property currently located in the City is zoned RS-15 and the applicants are requesting it be rezoned from RS-15 to PRD (Planned Residential District). The request is also to zone the 16.5 acres to PRD simultaneous with annexation.

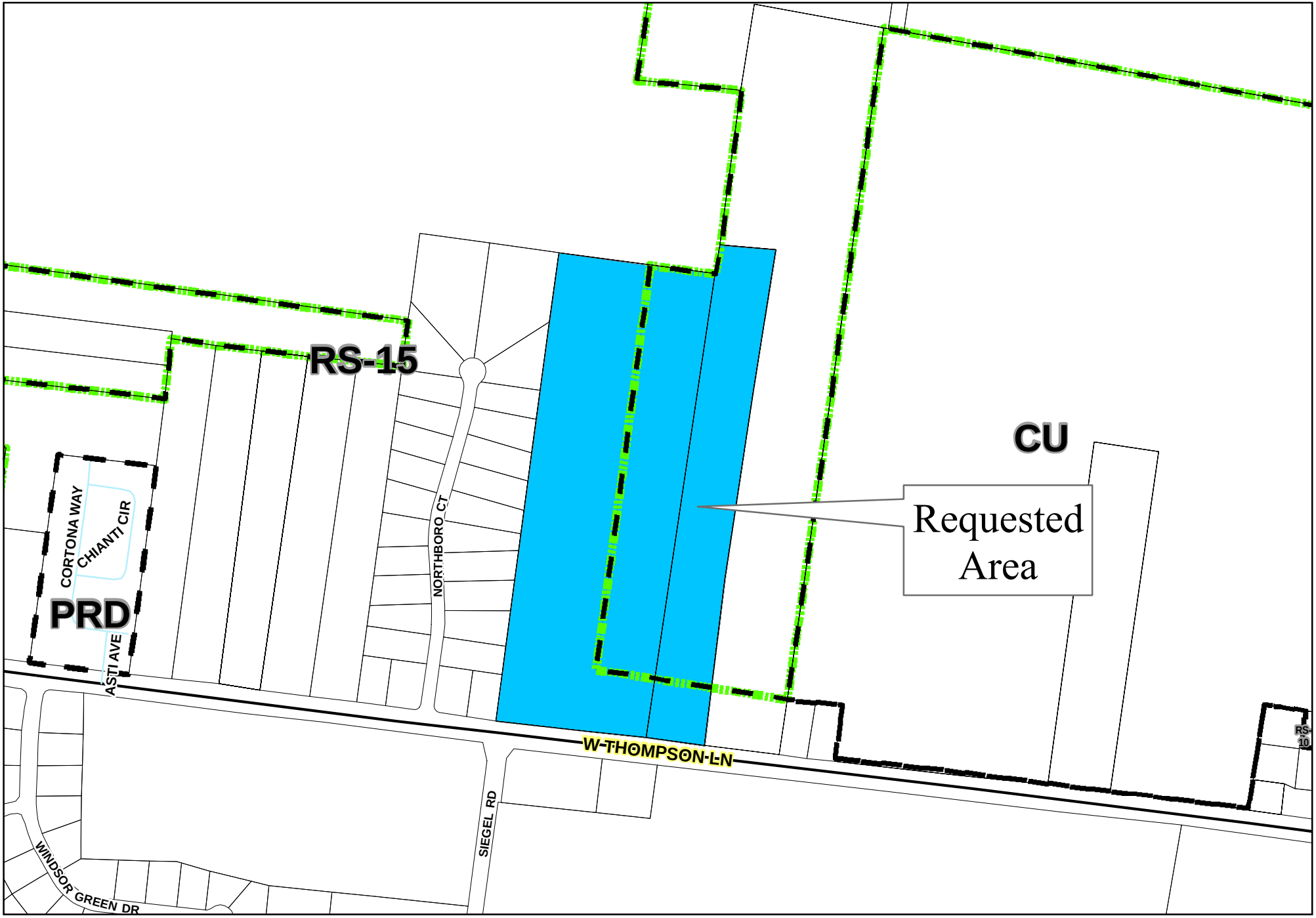
The General's Landing PRD program book has been included with the agenda materials. The maximum number of units proposed is 178 on 33 acres for a density of 5.3 dwelling units per acre. If the properties were zoned RS-15, then approximately 89 single-family dwelling units would be permitted. The development consist of two different ownership types: single family detached and multi-family residential.

As proposed, the plans shows 31 detached single-family homes on the western side contiguous with the Northboro Court single-family subdivision. The PRD compares these lots to the RS-8 district, as the minimum lot size is 9,000 square feet. The applicant is requesting a 30' front setback; however staff recommends the front setback be 35' to allow 4 cars to be parked in the driveway. The Zoning Ordinance requires single-family, detached homes to have 4 parking spaces per dwelling unit and that number may not include garage spaces. The proposed homes will be a minimum of 2,400 square feet with a 2-car garage with carriage style doors. The exterior material is brick, stone, EIFS or cement fiber board.

The multi-family portion of the development is to allow townhouse style multi-family dwellings very similar to the General's Retreat development on Compton Road. As proposed are 91 townhomes with garage space and 56 townhomes without. These units have a minimum 1,600 square feet and will be brick, stone or cement fiber board. The units with garages will have carriage style doors. The applicant has not asked for an exception to the parking standards for multi-family portion of this development. The applicants have asked for an exception to the setback requirements to allow the garages to be 25' from the property line and the face of the house to be 30' from the property line. This could result in the "snout" house look where the garage projects in front of the house. The applicant is requesting an except to the standard that would require a Type C buffer between the multi-family development and adjacent single family zone to allow the creation of a Type A buffer. No buffer is required between single-family detached dwelling units.

The applicants held a neighborhood meeting at Siegel Elementary on January 27, 2016. The applicants will be available to make a presentation regarding the proposed PRD zoning. Staff expects to have additional comments at the meeting.

The Planning Commission should conduct a public hearing and then formulate a recommendation to forward to the City Council.



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Zoning Request For Property Along W. Thompson Ln.
PRD Simultaneous with Annexation and RS-15 to PRD

0 300 600 1,200
Feet

GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

General's Landing

Planned Residential Development

SHEET INDEX

1. Project Profile
2. Zoning
3. Existing Utilities
4. Major Thoroughfare Plan
5. Existing Conditions
6. Conceptual Master Plan
7. Housing Product Types
8. Housing Product Types
9. Bulk Zoning verses PRD comparison
10. Phasing
11. Site Elements
12. Planned Development Criteria
13.-14. Commitment Letters -"Will Serve"

Land Planning By:

Huddleston-Steele Engineering Inc.
2115 NW Broad Street
Murfreesboro, Tennessee 37129
615.893.4084

HUDDLESTON-STEELE ENGINEERING, INC.

Land Planning For:
Howard Wilson
Blue Sky Construction
6 N. Public Square
Murfreesboro, Tennessee 37129
615.405.5647

Resubmitted January 19, 2016
Resubmitted January 29,2016
Resubmitted March 4,2016

Submitted for Planning Commission November 25, 2015

Introduction to General's Landing

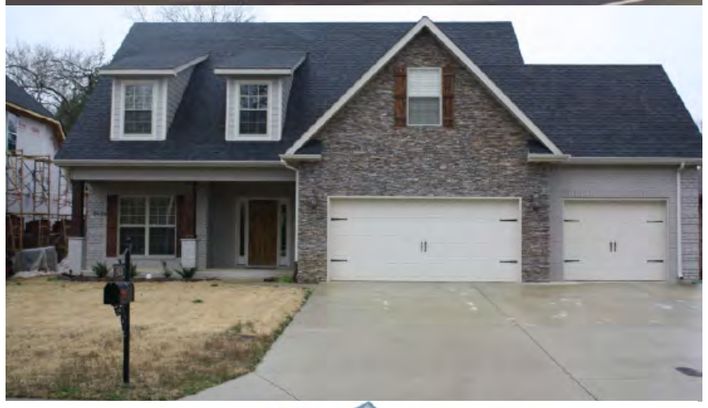
General's Landing is a new quality development following in the footsteps of the successful General's Run development. The architectural character and quality will provided an upscale residential development offering two and three bedroom homes in efficient town-home designs and stand alone residential homes. The desirable level of development has been extremely successful in the General's Run development.

Blue Sky Construction has a reputation of thoughtfully designed and quality built homes. Serving Murfreesboro and Rutherford County, Blue Sky Construction has a strong reputation in the area and believes this residential community will continue to meet the residential needs of the growing area.

Located within the Siegel School district, new residents to the community will have access to great schools, great proximity to multiple parks and green spaces, close proximity to downtown Murfreesboro, and less than an hour's drive to downtown Nashville.

General's Landing will have individually owned single detached homes and townhomes and will have a home owner's association. All maintenance of the common areas will be the responsibility of the HOA. All single family residences will have equal rights to the common areas as the townhomes do.

General's Landing Character Images



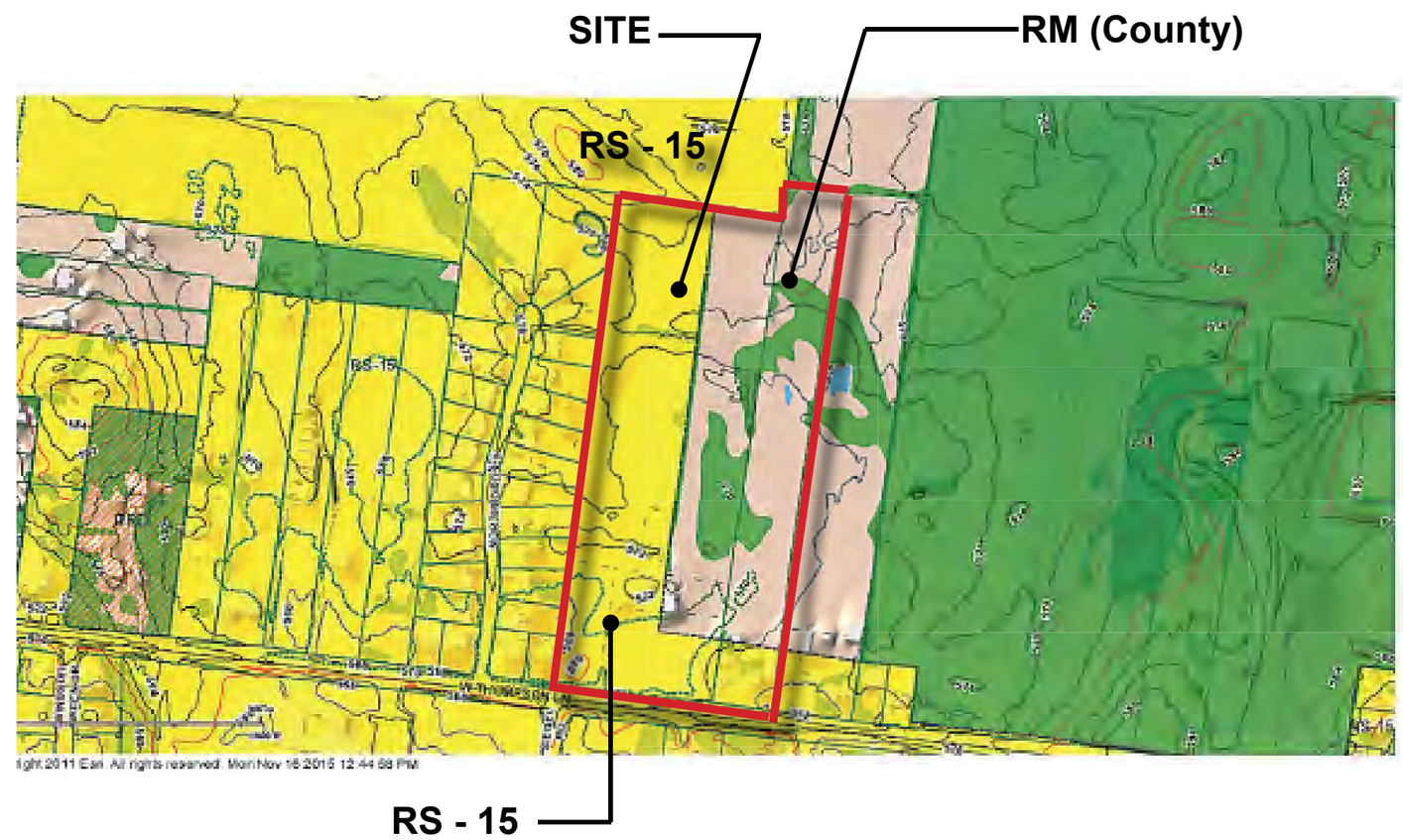
General's Landing

Proposed PRD

Rezoning Request:

The current property is approximately 33 acres located along the north side of West Thompson Lane with a combination of RS-15 zoning in the city and RM zoning in the county which allows for 15,000 square foot lots and will require annexation of the property into the City of Murfreesboro.

The proposed zoning is Planned Residential Development (PRD) to create General's Landing PRD, which will allow for the three types of residential homes the developer is planning to provide, those being: attached single family townhomes, attached single family with garages and detatched single family residences with garages.



General's Landing

Exisiting Zoning: RS-15/RM
Proposed Zoning: PRD Planned Residential Development

Land Use Data:

Total Land Area:	33+/- Acres
Total Number of Units:	161
Yield: 178/33 acres:	4.87Unit/Acres

This plan has been reduced from its original size - not to scale

Utility Availabity

The site is serviced by an 18" sewer line provided by MWSD. The line has the capacity to service the development and runs along the development side of West Thompson Lane.

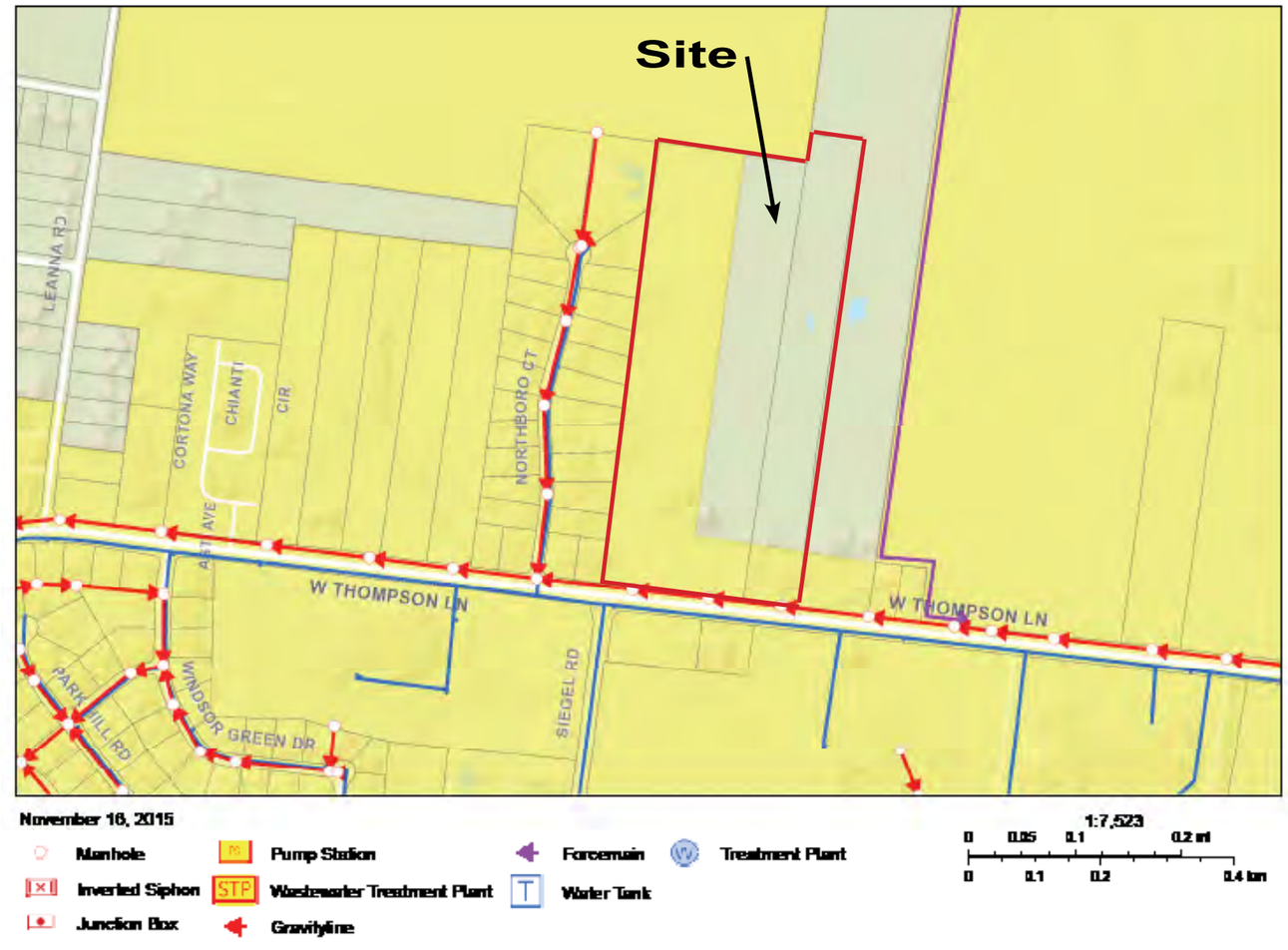
The water is provided by a 20" water line provided by MWSD.

The electricity is supplied by MED.

West Thompson Lane is considered a major arterial road and is capable of servicing the General's Landing development.

All utilities within the development will be underground.

Stormwater control will utilize retention ponds located at the front and rear of the property.

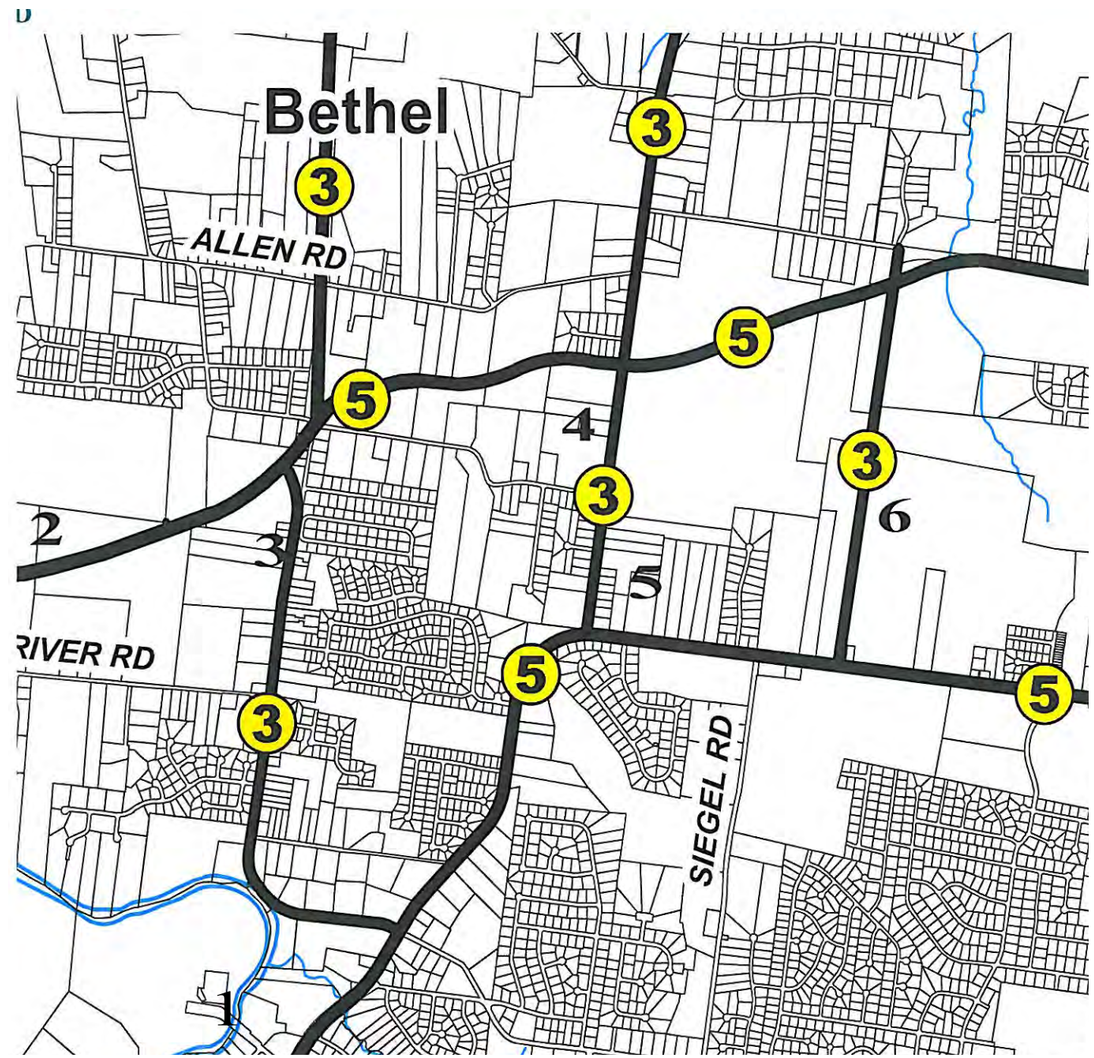


HUDDLESTON-STEELE ENGINEERING, INC.

Roadway Identification

TABLE
1. Highway 41 (NW Broad Street)
2. Sulphur Springs Road/ LeAnna Road (Proposed 5 lanes)
3. Sulphur Springs Road (Proposed 3 lanes)
4. LeAnna Road (Proposed 3 lanes)
5. West Thompson Lane (Proposed 5 lanes)
6. New Road (Unnamed)

All proposed lanes are identified on the 2025 Major Thoroughfare Plan



HUDDLESTON-STEELE ENGINEERING, INC.

The existing site is primarily open pasture land with a distinct tree line and a few stands of trees. Two horse barns are on the property, as well as a small home and outbuildings. The existing structures will be removed during the site work phase of construction. Trees along the eastern property line will be preserved where possible.

The site is bordered to the west by Northboro Court subdivision which is an older established neighborhood.

The property to the east has a single family residence on it.

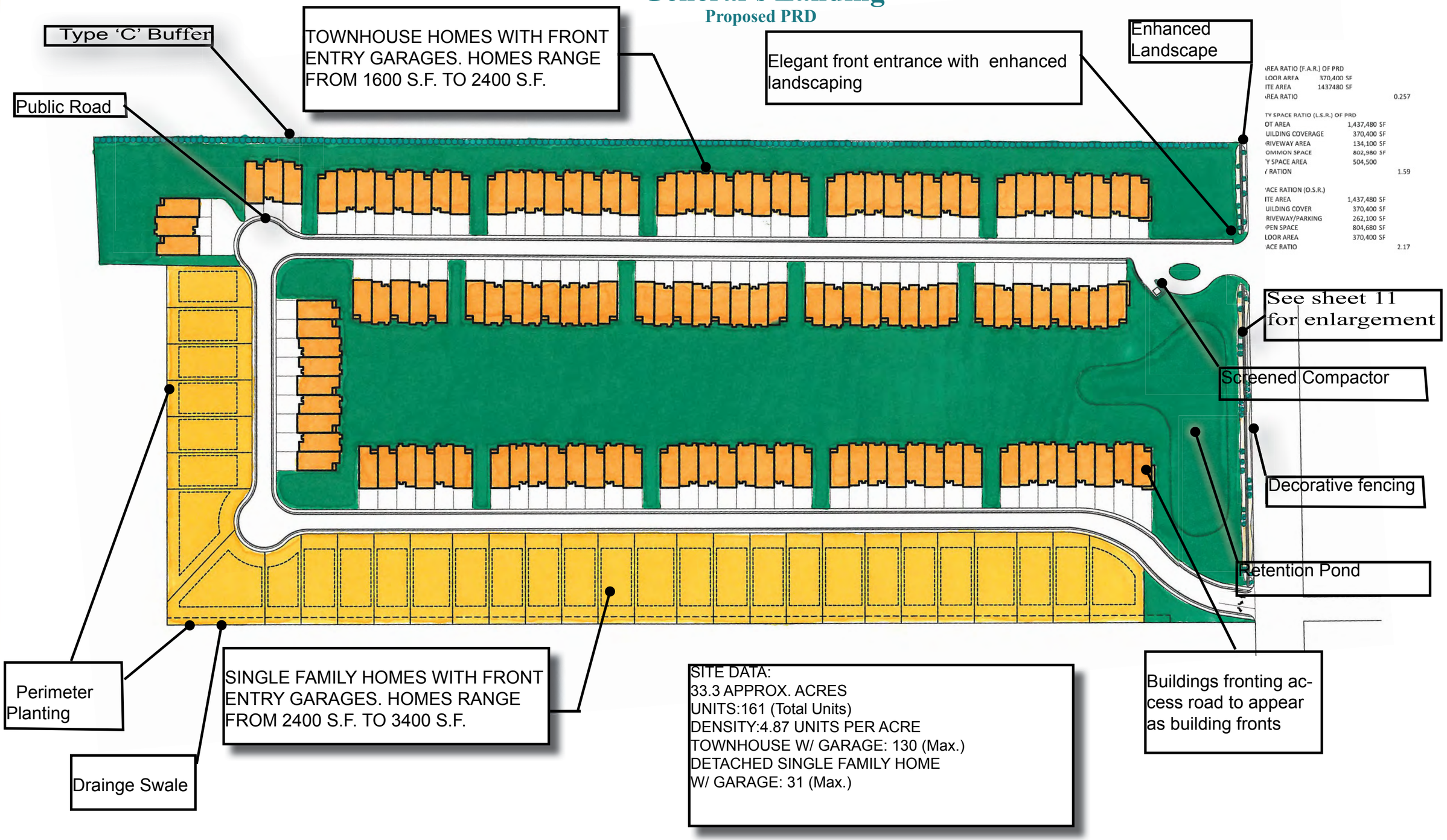
The property to the north is open pasture land.

The property to the south is a wooded lot associated with Siegel High School

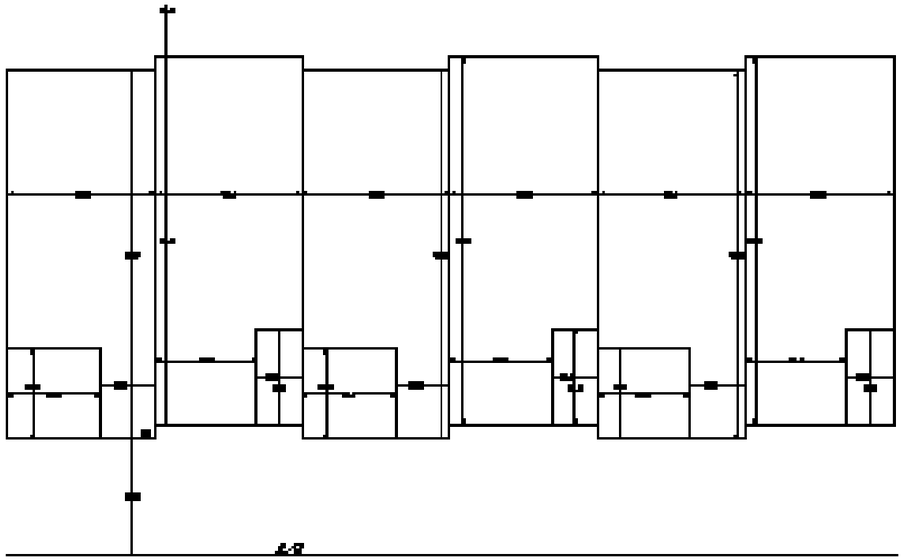
North

General's Landing

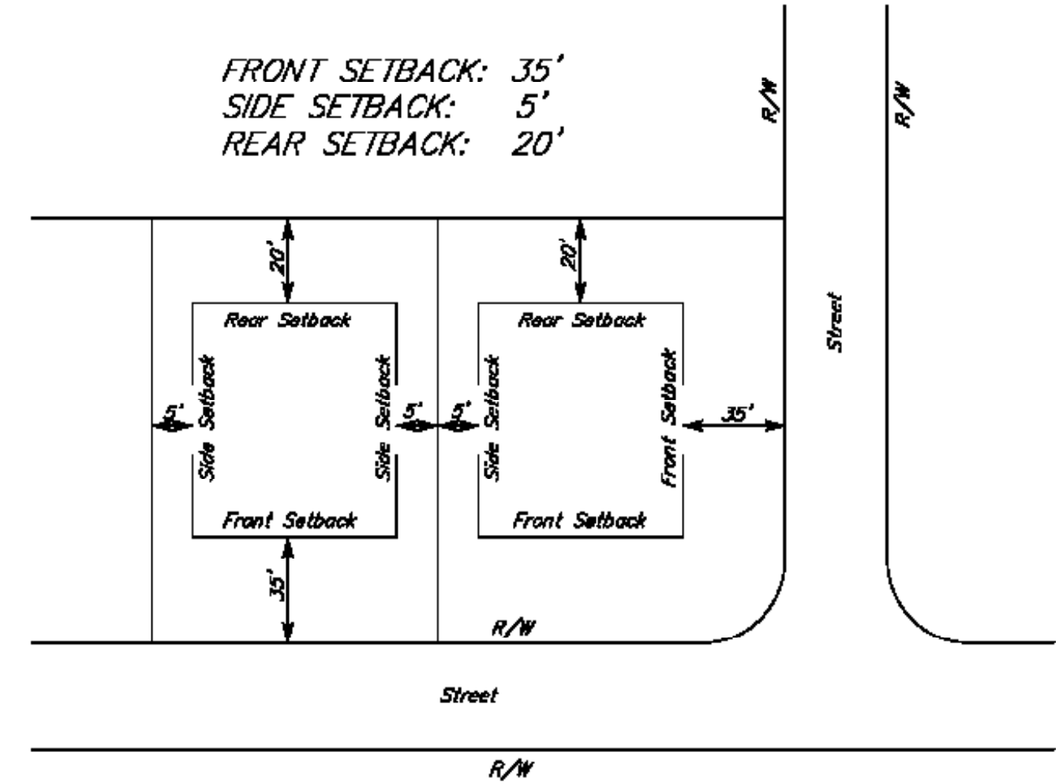
Proposed PRD



AREA RATIO (F.A.R.) OF PRD		
LOOR AREA	370,400 SF	
ITE AREA	1437480 SF	
AREA RATIO		0.257
TY SPACE RATIO (L.S.R.) OF PRD		
OT AREA	1,437,480 SF	
UILDING COVERAGE	370,400 SF	
RIVEWAY AREA	134,100 SF	
OMMON SPACE	802,980 SF	
Y SPACE AREA	504,500	
/ RATION		1.59
ACE RATION (O.S.R.)		
ITE AREA	1,437,480 SF	
UILDING COVER	370,400 SF	
RIVEWAY/PARKING	262,100 SF	
PEN SPACE	804,680 SF	
LOOR AREA	370,400 SF	
ACE RATIO		2.17



Townhouse with garage
Home Size: 1,800 SF minimium
Front Yard Setback: 35'
Rear Yard Setback: 20'
Garages: Front entry. Garage door is 35' back of sidewalk. Motor-court style. Carriage-style garage doors with glass. One and two car garage Exteriors: Exterior materials to be brick, stone, or cement fiber. Vinly may be used on soffits and facia.



TYPICAL BUILDING SETBACK DETAIL
SINGLE FAMILY HOMES WITH FRONT ENTRY GARAGES
N.T.S.

60' and 70' Wide Lots
Home Size: 2,400 SF minimium
Minimium Lot Size: 9,000 SF
Depth: 150'
Front Yard Setback: 35'
Side Yard Setback: 5'
Rear Yard Setback: 20'
Garages: Front entry. Garage door is 35' back of sidewalk. Motor-court style. Carriage-style garage doors with glass. One and two car garage with single doors. Exteriors: Exterior materials to be brick, stone, drivit or cement fiber. Vinly may be used on soffits and facia.

Images shown are not to scale

General's Landing

Proposed PRD

RS - 8
Minimium Lot: (Area) 8000 SF Width: 55'
Minimium Yard Requirements:
Front: 30'
Side: 5'
Rear: 20'
Max. Density: 5.4 (D.U./Acre)

PRD
Lot (Area) 9000 SF Width: 60'
Minimium Yard Requirements:
Front: 35'
Side: 5'
Rear: 20'
Max. Density: 31/11.2 ac. = 2.7 acres (D.U./Acre)

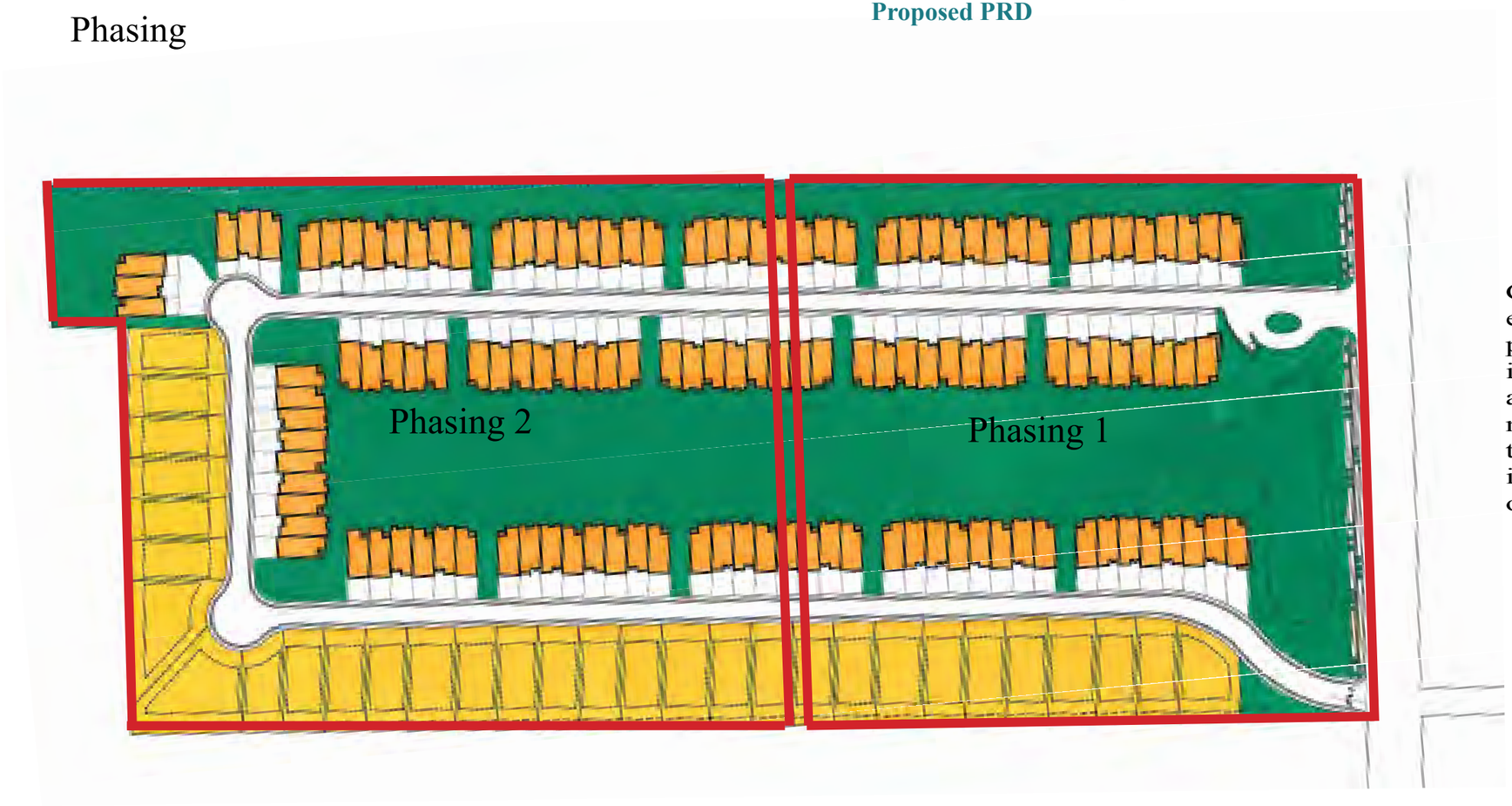
Parking Requirements:
Zoning ordinance requires 4 parking spaces outside of each home. Four spaces are provided as well as garages.

RM-12 (Single-family with zero lot line attached/detached
Minimium Lot: (Area) 3750 SF Width: 18'
Minimium Yard Requirements:
Front: 30'
Side: 10'
Rear: 25'
Max. Density: 11.6 (D.U./Acre)

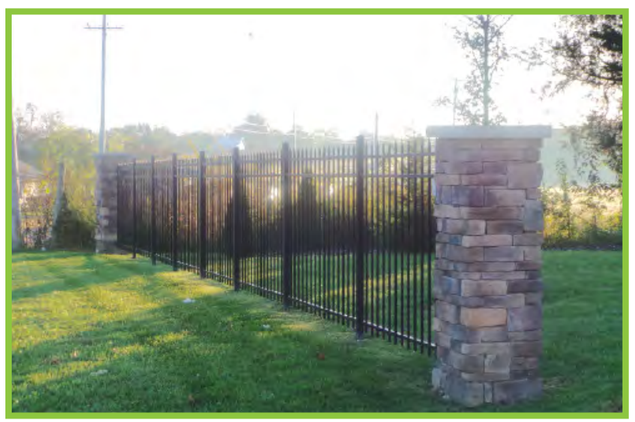
PRD
Lot (Area) 9000 SF Width: Min. 25'
Minimium Yard Requirements:
Front: 35'
Side: 5'
Rear: 20'
Max. Density: 130/22.06 ac. = 5.8 (D.U/Acre)

Parking Requirements:
Required:
Townhomes w/garages:
30 (4 Bedroom) x 4.4 = 132
55 (3 Bedroom) x 3.3 = 181.5
45 (2 Bedroom) x 2.2 = 99
Required: 412.5
Townhomes w/garages:
30 (4 Bedroom w/ 2 car garage) x 6 = 180
40 (3 Bedroom) w/ 1 car garage) x 5 = 200
15 (3 Bedroom) w/ 1 car garage) x 5 = 75
30 (2 Bedroom) w/2 car garage) x 6 = 180
15 (2 Bedroom) w/ 1 car garage) x 5 = 75
Provided: 710

Phasing



General's Landing is projected to be constructed in multiple phases, with construction to being 120 days after all necessary approvals have been granted. The number of lots, areas, limits, and timing are intended to be appproximations and will vary depending on market conditions



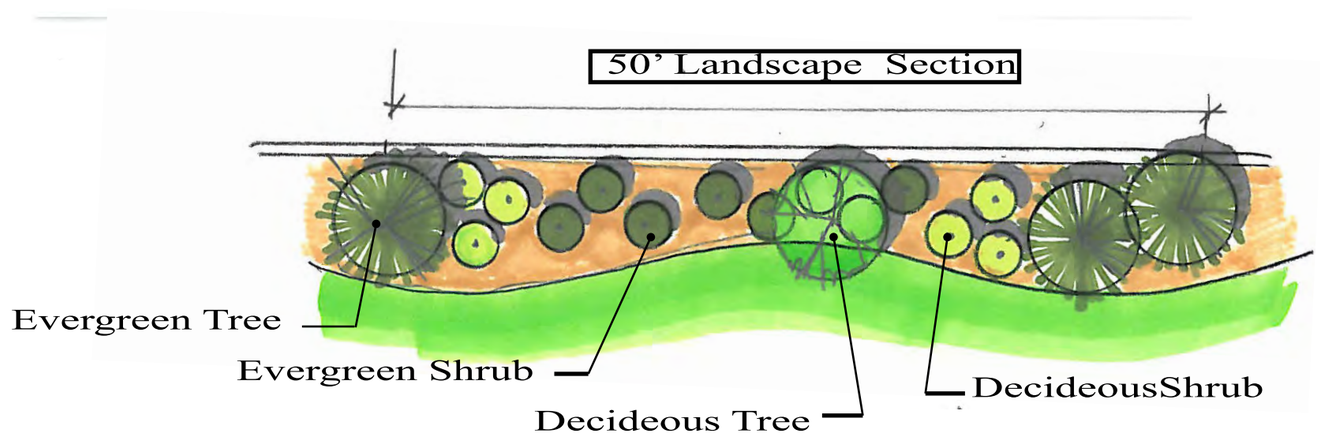
General's Landing will provide its residents with upscale types of amenities which include decorative fencing, decorative soffit lighting, beautiful landscaping, and curb and gutter streets, and sidewalks around the townhomes.

All utilities will be underground, and the trash compactor will be screened with a brick or stone enclosure.

Public streets will have light fixture consistent with City of Mufreesboro Standards for Residential Developments.

Street trees will be provided throughout the development.

Single family detached homes will have access to the common spaces



General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: The site is owned by Jordan Family Real Estate and Massey John Alton The lot is currently zoned RS-15 in the City of Murfreesboro and RM in Rutherford County.
2.Waiver of BZA action: No action of the BZA shall be required for approval of this planned residential development.
3.Common open space: Common open space is proposed with this project, the exact quanity will be determined in site planning.
4.Accessibility to site: The property is accessible from West Thompson Lane.
5.Off street parking . The developer will be providing off street parking for all residences at the parking ratio provided under the current ordiance
6.Pedestrian circulation: No sidewalk is planned along Compton Road.
7.Privacy and screening: Surrounding land use to the West is an existing neighborhood and will have a Type 'A' as recommended by the City staff, the property to the North and East will have a perimeter planting yard.
8.Zoning and subdivision modifications proposed: The property owner is requesting the property be rezoned from the current RM designation to a Planned Residential Development. Once approved as a PRD only the uses specified will be permitted.
9.Phasing: The project is planned to be completed in multiple phases to supply market demand. A projected phasig plan is including on sheet 9.
10.Annexation: Annexation is requested with this zoning request.
11.Landscaping: Landscaping buffers, and perimeter yard planting will be included with the site plan where required. A Type 'C' is proposed for the eastern property line.
12.Major Thoughfare Plan: The PRD is consistent with the Major throughfare plan. Based on the provided traffic study no road improvements will be required along West Thompson Lane. Staff and engineer to determine whether additional improvements will be necessary.
13.Applicant contact information: Contact information is located on sheet 1
14.Proposed Signage: Signage location will be included with the site plan. Signage will be masonry consturction with sandblasted lettering. Final sign design is still in process.

Section 13 – Project Development Criteria Requirements
1. Identification of existing utilities: Shown in pattern book sheet 3.
2/3.Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: Shown in pattern book sheet 5
4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: Shown in pattern book page 6
6. Development schedule: The project is currently being projected to start immediately upon permit aquasitions.
7. Relationship of the planned development to current city polices and plans: The development is consistant with the city policies.
8. Proposed deviation from zoning and subdivision ordinance: See sheet 9 for this information.
9. Site tabulation data for land area, FAR, LSR, and OSR: Data provided on Master Plan on sheet 6
10. The nature and extent of any overlay zones as described in Section 24 and 34: No overlays inpact this site.

City of MURFREESBORO TENNESSEE

... creating a better quality of life

October 26, 2015

Mr. William H. Huddleston IV, P.E., R.L.S.
Huddleston-Steele Engineering, Inc.
2115 N. W. Broad Street
Murfreesboro, TN 37129

Re: 444 West Thompson Lane and 560 West Thompson Lane
Tax Map 58, Parcels 81 & 82
Will Serve Letter

Dear Mr. Huddleston:

At your request, the Department is providing this Will Serve letter for repurified water, water, and sewer service for the proposed development at the above listed addresses. This site is within the Department's sewer service area and is within the Urban Growth Boundary. The current connection fees listed in this letter are subject to change July 1, 2016.

Per your letter dated October 5, 2015, the development will be comprised of 29 Single-Family lots and 146 Townhome Units.

With regard to repurified water, there is an existing 24" main and easement parallel to the northern property line of 560 West Thompson Lane. At your discretion, a repurified water line could be designed and constructed within the proposed development to allow for irrigation. The current fee for the developer for each 1" and 2" water stub to the property line is $365 and $500 respectively. The meter connection fees charged to the builder are $500 and $1,100 respectively for 1" and 2" meters.

With regard to water service, there is an existing 20" main parallel on the south side of West Thompson Lane, within the right-of-way. The connection fee is $1200 per single family lot and/or townhome. The current fee for the developer for each 1" water stub to the property line is $325. The meter connection fee, charged to the builder, is $300 for a 1" meter.

With regard to sewer service, there is an existing 18" gravity sewer main parallel to the north side of West Thompson Lane within the right-of-way. Because of the relatively shallow depth of the existing sewer main and the existing topography of the site, a Sewer Master Plan will be required to identify which portions of the site will have the capability of being served by gravity sewer. For lots and/or units that cannot be served by gravity, the developer will be required to design and install a low pressure grinder pump system to serve the remaining area. The connection fee is

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

$2550 per residential unit regardless of whether the lot/unit is serviced by gravity system or low pressure grinder pump.

At the time this property is developed, public repurified water (if constructed), water, and sewer mains must be extended throughout the site to serve the entire development and the appropriate on-site easements must be dedicated. All repurified water, water, and sewer improvements needed to serve the subject property are to be installed by the Developers in accordance with the MWSD Policies, Procedures and General Design Requirements of the Murfreesboro Water & Sewer Department which can be found at the following address:

http://www.murfreesborotn.gov/DocumentCenter/View/144

Should you have any questions, or need additional information, please feel free to call 848-3200.

Sincerely,

Valerie H. Smith

Valerie H. Smith, PE
Assistant Director

Pc: Darren Gore, MWSD Greg Harvey, MWSD

MINUTES OF THE MURFREESBORO PLANNING DEPARTMENT MARCH 16, 2016

1:00 P.M. **CITY HALL**

MEMBERS PRESENT
Bob Lamb, Chairman
Doug Young, Vice Chairman
Kirt Wade
Tom Clark
Kathy Jones
Eddie Smotherman
Ken Halliburton

STAFF PRESENT
Gary Whitaker, Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Joe Ornelas, Planner
Donald Anthony, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, City Attorney
Ram Balachandran, Traffic Engineer
Jay Bradley, Project Engineer
Katie Noel, Project Engineer
Cey Chase, Interim Engineer
Brad Barbee, Landscape Site Plan Inspect.

Chairman Lamb called the meeting to order after determining there was a quorum. The minutes of the February 3, 2016, Planning Commission meeting were approved as submitted.

Consent Agenda

Chairman Lamb read the following items to be considered for approval.

Haverford Lots 22 and 23 [2016-1007] preliminary plat for 2 lots on 3.8 acres zoned CH located along Old Fort Parkway, Bruce Wrather developer.

Villages of McKnight Park Lots 1 & 2 [2016-1008] preliminary plat for 2 lots on 3.1 acres zoned CH located along Memorial Boulevard, Bruce Wrather developer.

Sheffield Park Section 3 [2016-1010] preliminary plat for 11 lots on 4.5 acres zoned PRD located along Veterans Parkway, Beazer Homes Corp developer.

MINUTES OF THE MURFREESBORO PLANNING DEPARTMENT MARCH 16, 2016

Liberty Station Section 5 [2016-2022] final plat for 37 lots on 17.6 acres zoned RS-10 and RS-15 located along Alamo Ave., Howard Wall and Jim O'Brien developer.

Villages at McKnight Park Lot 2 and Resubdivision Lot 1 [2016-2027] final plat for 2 lots on 3.1 acres zoned CH located along Memorial Boulevard, IPM developer.

Evergreen Farms Section 34 [2016-2069] final plat for 38 lots on 7.2 acres zoned PRD located along Odessa Ave, Ole South Properties Inc. developer.

Hillwood Section 5 [2016-2031] final plat for 31 lots on 7 acres zoned PRD located along Almar Knot Drive, Murfreesboro Land CO. developer.

Saint Andrews Place Section 8 [2016-2033] final plat for 29 lots on 9.3 acres zoned PRD located along Mapleside Lane, Ole South Properties Inc. developer.

Warrior Drive Resubdivision Lot 3 [2016-2034] final plat for 2 lots on 2.8 acres zoned CH located along Warrior Drive and Southgate Boulevard, Pat McMillan developer.

Marymont Springs Section 2 [2016-2035] final plat for 27 lots on 13 acres zoned PUD located along Marymont Springs Boulevard, Parks Holdings LLC developer.

Del Sol Commons Section 3 [2016-2037] final plat for 23 lots on 4.8 acres zoned PRD located along Warmingfield Drive, O'Brien Loyd Venture developer.

Emerald Place Resubdivision Lot 3 [2016-2038] final plat for 3 lots on 6.6 acres zoned PUD located along Lascassas Pike, Waffle House developer.

Parks & Holden Addition Lots 32 & 36 [2016-3053] site plan for a 3 family dwelling on 0.31 acres zoned RM-16 located along East Street, Wayne & Kathryn Nobles developer.

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Storplace at Barfield Ph. 2 [2016-3058] site plan for 10,500 ft2 self-service storage building on 3 acres zoned CH located along Veterans Parkway, Storplace Self-Storage developer.

Southpointe Lot 13 [2016-3062] site plan for 5,000 ft2 office/warehouse on 0.91 acres zoned L-I located along Business Campus Drive, Chambers Building Group developer.

Cason Square Lot 20 [2016-3048] site plan for 8,000 ft2 medical office on 0.86 acres zoned CF located along Brandies Circle, MB Enterprises developer.

Jessica Subdivision Lot 4 [2016-3050] site plan for 6,200 ft2 office/warehouse on 4.6 acres zoned CH located along Middle Tennessee Boulevard, Bridgeport Properties developer.

Mandatory Referral [2016-703] for the abandonment of a utility easement at the Mercury Plaza shopping center, Kroger applicant.

Mandatory Referral [2016-702] for the abandonment of a 50' public utility & access easement located north of Maymont Drive, St. Rose of Lima Catholic Church applicants.

Chairman Bob Lamb made known a couple of items on the Consent Agenda had been revised as being the following:

1. **Villages of McKnight Park Lots 1 & 2 [2016-1008] preliminary plat for 2 lots on 3.1 acres zoned CH located along Memorial Boulevard, Bruce Wrather developer.** Revisions had been made on item number 17 under Staff Comments.
2. **Parks & Holden Addition Lots 32 & 36 [2016-3053] site plan for a 3 family dwelling on 0.31 acres zoned RM-16 located along East Street, Wayne & Kathryn Nobles developer.** Chairman Lamb disclosed for the record that he would be abstaining from voting on this item.

Mr. Kirt Wade made a motion to approve the consent agenda, seconded by Mr. Tom Clark. The motion passed.

MINUTES OF THE MURFREESBORO PLANNING DEPARTMENT MARCH 16, 2016

Gateway Design Overlay

Rose Corner Development [2016-3038 & 2016-6004] final design review for 18,944 ft2 multi-tenant building on 3.4 acres zoned MU and GDO-1 located along Medical Center Parkway and Robert Rose Drive, the Capital Corporation developer. Ms. Margaret Ann Green began by describing the final design review for two new 9,472 square foot multi-tenant buildings (18,944 square feet total) located along Medical Center Parkway and Robert Rose Drive. The proposed uses are for mix restaurant and retail space in each building and is permitted by right. The proposed buildings will be a one story structure (26') and both of the buildings will be on one lot of record.

Ms. Green explained during the initial design review the applicants had agreed the area between the two buildings would become an outdoor plaza space. The outdoor plaza area would include stamp concrete with benches, planters and trash receptacles. This would be a good gathering area within this development. In the future, if the applicant would like to add additional amenities to this plan they would be required to come back to the Planning Commission for approval.

Continuing, Ms. Green made known the applicant agrees to work with Staff regarding the following items:

- Improve rear elevations
- Properly screen roof mount equipment on all four sides
- The side elevation facing Robert Rose Drive should appear as a front with brick material
- Provide a define store front with a stone base cast

Mr. Caleb Thorne and Mr. Jason Lowe were in attendance to represent the applicant. Mr. Thorne came forward stating they have made revisions to address the GDO standards.

Mr. Doug Young wanted to know if outside dining would be provided with this development. Ms. Green stated the possibility was there. She had suggested the developer provide a fence around an area if alcohol was ever going to be served. Continuing, Ms. Green commented, if outdoor dining was not addressed at this time the applicant would have to come back before the Planning Commission for site plan approval. Mr. Thorne explained they have included a wrought iron fence with this plan in case a tenant would like to serve alcohol. They have the flexibility for outdoor dining with this plan. Ms. Green made known their plan has enough area for outdoor dining at the end caps and outdoor plaza area. Due to this development being in the GDO the applicant would be required to provide details for outdoor dining that addresses patio furniture, fencing, etc. Mr. Young stated this would be a good amenity to include with this plan.

Mr. Jason Lowe came forward to explain the proposed materials to be used for this development. Ms. Kathy Jones wanted to know if a base would be added to the store fronts. Mr. Lowe explained they would prefer not to add a base at the store fronts but they have added a base around the building. Ms. Green stated, that Staff prefers a base along the storefronts instead of it being only glass to the ground. Having a base with the required foundation plantings would improve the maintenance and the overall appearance to the buildings. Located in the Zoning Ordinance it states the building should have a defined base and cap. Mr. Doug Young reinforced how Staff has recommended this building to include a base and it is consistent with the GDO requirements.

Mr. Eddie Smotherman agreed there should be a one-foot minimum to define a base. There have been known instances when water seeps underneath the glass. The one-foot base on their building helps pull everything together.

Ms. Kathy Jones wanted to make certain the color renderings proposed for the rear of the building were accurate, in which Mr. Lowe answered yes. Mr. Smotherman commented how he liked the proposal because it helps break up the solid color brick appearance.

Mr. Eddie Smotherman made a motion to approve subject to all staff comments, including the 1-foot minimum base, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Henley Station Phase 2 [2016-3033 & 2016-6003] final design review for 177 dwelling unit multi-family development on 11.5 acres zoned MU, RS-15, PUD, and GDO-1 located along Robert Rose Drive and Willowoak Trail, Lifestyle Communities developer. Ms. Margaret Ann Green began by describing the final design review for a new 177 dwelling unit multi-family development on 11.5 acres located adjacent to the existing Henley Station PUD along Robert Rose Drive and Willowoak Trail. The property is zoned MU (10.3 acres), RS-15 (0.35 acres), and PUD (0.79 acres). This is a proposed Phase 2 of the Henley Station multi-family development; however, it will be maintained as a separate lot and will meet standards as such. The proposed use is permitted by right within the MU and GDO-1 districts and this property exceeds the 5-acre minimum for multiple-family developments. The maximum density permitted in the MU district is 25 dwelling units per acre; this site falls below the maximum permitted density (17. d.u./a). There are various types of building elevations which are a mix of townhouse style construction (some with parking

garages on the first floor) and flats. The proposed buildings are three stories and consist of brick and cementitious siding. The modified design includes useable porches that adds to the streetscape and a park to be in the center of the development

Mr. Hal Clark, Mr. Chase Miller and their design team were in attendance to represent the applicant. Mr. Clark made known they have addressed all staff comments and agree to all staff comments. Mr. Chase Miller came forward presenting their material boards. He explained the purpose for using multiple colors of brick to give it more variations in creating the appearance of being two colors. Also, they will be adding siding to the façade. They will be using a dark tone material for the rear of the buildings that will add a rich color with the brick.

Last, Mr. Miller made known after the initial design review meeting he had addressed the concerns that were mentioned regarding Phase 1 buildings having missing shingles. Since that meeting the shingles have been repaired.

Ms. Jones wanted to know if the different type of details that were presented and approved for Phase 1 had been completed. Has everything been addressed regarding Phase 1 before Phase 2 is approved. Ms. Green made known the applicant had not completed adding the useable porches with Phase 1. Before final approval Staff recommends the applicant included the following:

- Add useable porches
- Request additional porches if requested by the Planning Commission
- Variations of color to the porches
- Roof details

Mr. Gary Whitaker made known that Mr. Robert Lewis has been visiting this site making sure the details for Phase 1 have been completed.

Mr. Eddie Smotherman brought up for discussion how the site plan for the vehicles leaving this property onto Robert Rose Drive has not been accurately addressed. This area should include a right turn lane and a left turn lane onto Robert Rose Drive with the addition of adding a three lane cross section. Mr. Miller agreed to work with staff to address all traffic issues.

Mr. Ken Halliburton made a motion to approve subject all staff comments including improvements being made to their street plan with additional turn lanes and exits, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Home 2 Suites & Tru Dual Flag [2016-3049 & 2016-6005] initial design review for 85,080 ft2 hotel on 3.3 acres zoned L-I & GDO-1 located along North Thompson Lane, Boro Hotel Partners, LLC developer. Ms. Margaret Ann Green began by describing the initial design review for a new 85,080 square foot dual flag hotel located along North Thompson Lane, just north of the Tangerine salon and south of On Target shooting range. The site backs up to undeveloped property located along Van Cleve Lane. The proposed use "hotel" is permitted by right within the L-I and GDO-1 districts. The proposed building is a four story structure (60' 3") with two hotel brands- Home 2 Suites and Tru. The Planning Commission had approved a 91 room Home 2 Suites on this site with a potential restaurant in 2015. The developer now wishes to construct the dual brand hotel and eliminate the proposed restaurant. The hotel will share common areas, but will be divided into 2 wings, each of which will represent a different brand. A total of 154 rooms are being proposed.

Ms. Green made known Staff had concerns with the applicant's proposed materials. She stated this plan is showing too much EIFS being on the front of the building.

Mr. Matt Taylor was in attendance to represent the applicant. Mr. Taylor came forward making known the following:

- this is a new brand from Hilton Hotel for the state of Tennessee
- this new brand hotel will be geared towards the younger millennial travelers
- this hotel will offer a cyber café
- they have increased the size of the hotel to be four stories
- the materials to be used include a mixture of brick and EIFS
- revisions have been made to their proposed materials and colors
- they have added additional parking
- this hotel will include a pool, outdoor plaza/sitting area

Ms. Green stated this hotel being in the GDO area the front of the building should have additional brick material. Mr. Doug Young agreed, the front of the building still has too much EIFS. Mr. Young asked Mr. Taylor if additional brick could be added to the front of the building, in which Mr. Matt Taylor answered he would speak with the applicant.

Mr. Eddie Smotherman commented how he would like to be consistent with the buildings in the GDO. He requested the applicant add a base to their building. This would address the concerns such as the maintenance of the building. Mr. Matt Taylor stated he would improve the aesthetic to define the bottom of the building, the middle and top of their building.

Mr. Tom Clark made a motion to approve subject to all staff comments, seconded by Mr. Doug Young. The motion carried by unanimous vote in favor.

Zaxby's [2016-3060 & 2016-6006] initial design review for 3,650 ft2 restaurant 1.6 acres zoned CH & GDO-1 located along Fortress Boulevard, Duck River Properties, LLC developer. Ms. Margaret Ann Green began by describing the initial design review for a new 3,650 square foot Zaxby's Restaurant (70 seats) located along Fortress Boulevard, just north of Manson Pike. The proposed use "carry out restaurant" is permitted by right within the CH and GDO-1 districts. The proposed building is a one story structure (20') and consists of EIFS and brick with a pitched metal roof.

Ms. Green made known Staff has requested the following concerns be addressed before final design review:

- Extend the shared access road with the joining property, Sunoco
- Add additional primary brick material

Mr. Eric Irmscher and Mr. Phillip Williams were in attendance to represent the applicant. Mr. Irmscher came forward making known this was their second restaurant being built in Murfreesboro. What is being presented is a new designed building.

The Planning Commissioners discussed how the applicant should include hardy brick to the rear and sides of their building. This primary brick material could provide more options to their franchise for consideration. Mr. Irmscher stated he would work with Staff and would bring revisions to their final design review.

Mr. Kirt Wade made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

North Church Section 1 Phase 2A [2016-2023] final plat for 1 lot on 3.4 acres zoned MU and GDO-1 located along Fortress Boulevard, Duck River Properties developer. Ms. Margaret Ann Green began by describing the final plat review for North Church Section 1 Phase 2A commercial resubdivision located along Medical Center Parkway. The property is zoned MU and GDO-1. The purpose of this plat is to combine two existing lots 4 and 5. These combined lots will create a new Lot 4 that will become the Rose Corner Development.

Mr. Tom Clark made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Ben H. Womack Subdivision Lot 1 [2016-2029] final plat for 1 lot on 6.4 acres zoned RS-15, MU & GDO-1 located along Van Cleve Lane, Ben H. Womack developer. Ms. Margaret Ann Green began by describing the final plat review for Ben H. Womack subdivision located along Van Cleve Lane. The property is zoned RS-15 and MU. The purpose of this plat is to create a 1 lot subdivision.

Ms. Green made known before final approval the applicant would need to add to the final plat a block for Murfreesboro Water & Sewer. The intent for this site is to build a new single family home that will be using a septic tank.

Mr. Doug Young made a motion to approve subject to all staff comments, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

MINUTES OF THE MURFREESBORO PLANNING DEPARTMENT MARCH 16, 2016

Plats and Plans

Three Rivers Commercial Property [2016-1009] master plan for 5 lots on 19.6 acres zoned CH located along New Salem Highway and Cason Lane, Bart and Leslie Gordon developer. Mr. Matthew Blomeley began by describing the master plan review for 5 lots on 19.6 acres zoned CH. This master plan shows proposed lot configurations and access points. If the master plan is approved, then the next step will be for the developer to submit a preliminary plat. The preliminary plat will be required to be consistent with the approved master plan.

Mr. Blomeley made known after speaking with the applicant's design Engineer, City Staff would like to revise staff comment number two being the following:

- Revise the access drive at the rear of the lots to be wide enough for three lanes south of Lot C1 only.

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

Kingdom Crest [2015-1047] master plan & preliminary plat for 58 lots on 11.7 acres zoned RZ located along Jack Byrnes Drive & Charity Lane, Swanson Development developer. **WITHDRAWN**

The Crossings at Victory Station [2016-3056] site plan for 183,925 ft2 assisted care living facility on 9.7 acres zoned PUD located along Fortress Boulevard, Murfreesboro IL-AL Investors developer. Mr. Matthew Blomeley began by describing the site plan review for a new assisted care living facility located within the Victory Station PUD along Fortress Boulevard. This portion

of the PUD was amended in 2015 to allow for this particular use. While the configuration of the building has changed slightly, the overall design is generally consistent with the approved PUD. The architecture is consistent for the proposed three story building that includes brick and hardy siding. However, the size and shape has been changed slightly after fine tuning the internal layout of the building.

Mr. Blomeley explained with this plan City Staff has requested the following:

- The frontage of this site must comply with the Gateway Streetscape masterplan which includes decorative street lighting.
- The HVAC and other mechanical equipment will be roof mounted. Therefore, the applicant must provide a line of site diagram that will demonstrate they are compliance with the screening requirements.

Mr. Scotty Bernick was in attendance to represent the applicant.

Mr. Tom Clark made a motion to approve subject to all staff comments, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

Dill Lane Townhomes [2016-3052] site plan for a 20-unit multi-family development on 1.64 acres zoned RM-12 located along Dill Lane, Randy Friedsam developer. Mr. Matthew Blomeley began by describing the site plan review for a new townhome development located along the west side of Dill Lane. This property was rezoned from RS-15 to RM-12 earlier in 2016.

Mr. Blomeley explained the applicant has made known he would be selling the townhomes individually; therefore, this site would meet all parking requirements. However, if the applicant changes his mind and allows this

property to become multi unit/apartments then this site plan would not meet the parking requirements.

Mr. Blomeley made known before final approval the applicant must address the following issues:

1. Dill Lane is a substandard roadway; therefore, the developer will be required to submit fees in lieu of construction and improvements to Dill Lane. The amount of fees will be determined by the City Engineer prior to the issuance of any building permits.
2. The contour lines on the grading and drainage plans that are existing and proposed would need to be labeled with the elevations
3. The two entrance drives along Dill Lane will need to include four foot offset from the edge of the travel lane
4. South eastern parking space will need to be revised
5. Northern side of the dwelling units will need to be revised to provide room for the HVAC equipment, patio, room for the stored trash carts and sidewalks.
6. The architectural orientation of the buildings facing Dill Lane should be improved to be presented as a front. The Planning Director will determine final approval regarding the architecture of the townhomes.

Mr. Randy Friedsam the applicant came forward stating his intent would be to sell the individual townhomes. He explained there would be four different models to choose from as being the following:

- Three bedroom with a garage
- Two bedroom with a garage

- Two bedroom without a garage
- Fourth item would be determined at a later date

Chairman Bob Lamb wanted to know if the townhomes could be rented. Mr. Friedsam answered, in the worst case scenario he would have to make a decision to offset the cost for this development. Mr. Matthew Blomeley stated this should be a Horizontal Regime property so it could not become an apartment complex. Staff wants to address this as technical issue to make certain this plan, including the garages, will meet all parking requirements. Prior to the issuance of permits, the restricted covenants should specify the garages are to be used only for the parking of vehicles.

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

Texas Roadhouse [2016-3055] site plan for 7,163 ft2 restaurant on 2.3 acres zoned CH located at 116 John R Rice Boulevard, New Mountain, LLC developer. Mr. Matthew Blomeley began by describing the site plan review for a new restaurant located on the same property as the former's Corky's BBQ restaurant. The developer intends to demolish the existing restaurant building as well as the parking lot and construct a brand new building and parking lot.

Mr. Blomeley explained during June 2015 this site had come before the Planning Commission to split the property with the joining Shell gas company. Now, both properties are on its own lot of record. The applicant has a large lot and has the intentions to split the proposed Texas Roadhouse property with the northern portion of their property to create a separate lot of record. The separate lot of record could be developed separately sometime the future.

Mr. Blomeley made known before final approval the following issues would need to be addressed:

- The applicant has requested to close the existing cross access drive with the joining property, Shell gas company.
- The applicant proposes a shared planting yard with the adjacent Old Fort Parkway and I24 with the Shell gas company lot.
- There is a five-foot appendage with the Shell company and their sign along I24. Texas Roadhouse would like to share the appendage area as a planting yard.
- A shared landscaping easement agreement must be provided between Texas Roadhouse and Shell gas company. If the owner of the Shell gas company consents to the closure of the shared access drive and shared planting yard request, this site plan can move forward. However, if the Shell gas company does not agree to these two request, the Texas Roadhouse site plan would be required to be revised so it will be in compliance.

Mr. Blomeley explained the proposed building would have two fronts, one front facing Old Fort Parkway and the second front facing John R Rice Boulevard. There will not be an access allowed into this site off of Old Fort Parkway. The front door to the building and vehicle access will be off of John R Rice Boulevard. Staff has requested for the applicant to improve the side of the building that will be facing John R Rice Boulevard with additional architectural features. The developer has agreed to work with Staff on the architectural elevations to meet the building orientation requirements.

The Planning Commissioners discussed the large volume of traffic along John R Rice Boulevard. Mr. Blomeley explained they are proposing to keep the existing two access points. Also, along the northern portion of the property they are proposing a three lane cross section. The applicant feels the three lane cross section would be the area for the highest volume of traffic.

Mr. Gene Hinkle and Ms. Emily Bernahl were in attendance to represent the applicant. Mr. Hinkle explained they have been working with the City Traffic Engineer, Mr. Ram Balachandran, regarding the access and the proper separation points for this site. Chairman Lamb asked if Mr. Balachandran is comforterable with this plan, in which Mr. Balachandran answered yes.

Ms. Emily Bernahl came forward presenting the architectural elevations along Old Fort Parkway and John R Rice Boulevard. She made known they would replicate the front elevation along John R Rice Boulevard by adding a parapet, a sign band and a large wall sign. Mr. Kirt Wade wanted to know where their signs would be placed. Ms. Bernahl stated she was currently working with the City Sign Administrator, Ms. Amelia Kerr, regarding their signage.

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. There was one no vote made by Mr. Eddie Smotherman. The motion passed.

Waffle House [2016-3061] site plan for 1,875 ft2 restaurant on 0.57 acres zoned PUD located along Lascassas Pike, Waffle House developer. Mr. Matthew Blomeley began by describing the site plan review for a new restaurant located along the east side of Lascassas Pike north of East Northfield Boulevard. Under normal circumstances, this site plan would qualify for administrative review, based on its size. However, it is located in the Emerald Place PUD, and

all site plans in the Emerald Place PUD are required to be approved by the Planning Commission.

Continuing, Mr. Blomeley explained with this site there would be a shared cross access to the shared drive. There would not be direct access onto Lascassas Pike. The building would be required to have masonry material on all four sides. Before any building permits are issued the developer will be required to submit architecture elevations which will be reviewed and approved by City Staff.

Ms. Kathy Jones made a motion to approve subject to all staff comments, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

New Business

Zoning application [2016-413] for approximately 9.5 acres located along Lascassas Pike and North Rutherford Boulevard to be rezoned from PCD & CF, George Huddleston applicant. Ms. Margaret Ann Green began by describing the subject property located along the east side of Lascassas Pike, south of North Rutherford Boulevard and west of Old Lascassas Road. The properties to the south are zoned CL (Local Commercial District) and RM-16 (Multi-family residential district). The properties to the east are zoned CR (Fringe Commercial District) and RM-12 (Multi-family residential district). The properties to the west are zoned CL and RM-16. The properties to the north are zoned CH (Commercial Highway District). The property was rezoned from CF, CL and RM-16 to PCD (Planned Commercial District- file 2003-450) in 2004 to allow a grocery and retail shop. Exhibits of the PCD have been included with the rezoning request. The property has not been developed as proposed in the PCD, so the applicants now wish to rezone the property to CF. Development has

changed around this site since the PCD was approved. In 2007 a Kroger was constructed to the north. The outparcels have continued to develop since that time. The applicants do not have a specific development plan for the property.

Mr. Doug Young requested for a neighborhood meeting be conducted before the public hearing. Also, provide a curtesy letter to the Garrison Cove, Home Owners Association, to make known about the neighborhood meeting.

Mr. Doug Young made a motion to schedule a public hearing on April 6, 2016, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-507] for approximately 0.59 acres located at 4546 Veterans Parkway, Mary Reed applicant. Mr. Matthew Blomeley began by describing the subject property located along the east side of Veterans Parkway about 1,600 feet north of Franklin Road. It is directly to the south of The Cloister subdivision. The entire parcel consists of approximately seven (7) acres. It is developed with a single-family residence and is addressed as 4546 Veterans Parkway. The rear portion of the property contains the floodway and the floodplain of Overall Creek. The majority of the parcel was annexed into the City limits in 2013. However, a 30' strip along the northern property line was not annexed. Annexing the entire property would have created an "island" of unincorporated County to the east of the subject property surrounded by the City limits. The applicant has filed a petition with the City to annex a 20' strip of the aforementioned 30' strip along the northern property line. This would leave the very northernmost 10' of the parcel in the unincorporated County so as not to create the aforementioned "island."

Upon annexation in 2013, the majority of the property was zoned RM-16 (Multi-Family Residential District). However, he now desires to have the entire property (within the exception of the northernmost 10' strip) zoned CF (Commercial Fringe). A companion zoning request has also been filed and will be heard after this item. If the portion of the property that is already in the City limits is zoned CF without annexing the requested area, then it is likely that proposed buildings on the property would be located partially in the City's jurisdiction and partially in the County's jurisdiction. Annexing the requested area will allow any proposed development on the subject property -- with the exception of the required buffer yard along the northern property line -- to be located in one jurisdiction.

The subject property is contiguous with the existing City Limits to the south, it is within the City's urban growth boundary, and a petition for its annexation has been submitted by its owner. The adjacent 20' of Veterans Parkway right-of-way will be included in the annexation study. Staff is in the process of preparing an annexation plan of services and will be ready for the Planning Commission's review prior to the public hearing.

Mr. Tom Reed was in attendance to represent the applicant.

Ms. Kathy Jones made a motion to schedule a public hearing for the Annexation Plan of Services and annexation petition on April 6, 2016, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

MINUTES OF THE MURFREESBORO PLANNING DEPARTMENT MARCH 16, 2016

Zoning Request [2016-412] for approximately 0.55 acres located along Veterans Parkway to be zoned CF simultaneous with annexation and approximately 6.5 acres to be rezoned from RM-16 to CF, Tom Reed applicant. Mr. Matthew Blomeley began by describing the subject property located along the east side of Veterans Parkway about 1,600 feet north of Franklin Road. It is directly to the south of The Cloister subdivision. The entire parcel consists of approximately seven (7) acres. It is developed with a single-family residence and is addressed as 4546 Veterans Parkway. The rear portion of the property contains the floodway and the floodplain of Overall Creek. The majority of the parcel was annexed into the City limits in 2013 and zoned RM-16 (Multi-Family Residential District) simultaneous with annexation. However, a 30' strip along the northern property line was not annexed. Annexing the entire property would have created an "island" of unincorporated County to the east of the subject property surrounded by the City limits. The applicant has filed a petition with the City to annex a 20' strip of the aforementioned 30' strip along the northern property line. This would leave the very northernmost 10' of the parcel in the unincorporated County so as not to create the aforementioned "island."

The applicant has also requested to rezone the portion of the property that was annexed in 2013 (approximately 6.5 acres) from RM-16 to CF (Commercial Fringe) and to zone the 20' strip (0.55 acres) CF simultaneous with annexation. In 2015, the three parcels directly to the south of the subject property were requested for rezoning from RM-16 to CH. CH zoning was approved for two of the three parcels. After discussion by the City Council, the parcel directly adjacent to the subject property was zoned CF, instead of CH, in order to provide

a transition from the CH zoning to The Cloister single-family residential subdivision to the north. The applicant also owns the CF-zoned property to the south and he would like to extend the CF zoning north to the subject property for future commercial development on these two parcels.

As stated earlier, the parcels to the south are zoned CF and CH. Further to the south of the two subject parcels is also zoned CH and is being developed with a Kroger grocery store. To the north of the subject property is The Cloister single-family residential subdivision, which is zoned PRD (Planned Residential District). The subject property is bordered by Overall Creek and its floodway to the east. Further to the east across Overall Creek are the Franklin Road Estates and Meadow Lane single-family residential subdivisions, both of which are located in the unincorporated County. To the west, across Veterans Parkway, are several large parcels in the unincorporated County developed with single-family dwellings.

The future land use map contained in the *General Development Plan for the Blackman Community* recommends "Medium Density Residential" uses for the subject parcel. It defines medium-density residential as "planned areas of single-family homes and attached or zero-lot-line units" with a density of "4.0 to 8.0 units per acre." This zoning request is not consistent with this recommendation. However, the plan also recommends "strong support for nodal commercial development patterns centered on major street intersections." In fact, the future land use map of the plan recommends that the intersection of Veterans Parkway and Franklin Road, just to the south of the subject property, develop as a "local" commercial node. The Planning Commission needs to determine whether or not the zoning of the subject property to CF is an appropriate extension of this

commercial node and an appropriate deviation from the recommendation of the plan's future land use map.

Mr. Kirt Wade made a motion to schedule a public hearing for rezoning request on April 4, 2016, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-506] for approximately 76 acres located at along New Salem Highway, William & Caroline Waite applicant. Mr. Matthew Blomeley began by describing the subject property located along the south side of New Salem Highway just east of Cason Lane. It consists of approximately 74 acres and is currently undeveloped, with the exception of one single-family dwelling. Spence Creek, as well as its floodway and floodplain, are located at the north end of the property. The owners have submitted a petition to have the property annexed into the City limits. The applicants have requested CF (Commercial Fringe), RM-12 (Multi-Family Residential District), and RZ (Residential Zero-Lot Line) zoning simultaneous with annexation.

The subject property is contiguous with the existing City Limits to the south and to the west, it is within the City's urban growth boundary, and the owner has petitioned the City for annexation. Approximately 870 linear feet of New Salem Highway right-of-way, totaling approximately two (2) acres, is also included in the annexation study. There will be a gap left in the City limits along New Salem Highway, so that the Stonebrook, Brookhill, and Campbell Brown subdivisions to the north, which are located in the unincorporated County, will still remain contiguous with other areas of the unincorporated County. Staff is in the process

of preparing an annexation plan of services. It will be ready for the Planning Commission's review prior to the public hearing.

Mr. Blomeley explained while conducting the annexation study for this property the City Fire Department has identified two major issues in providing services to this property. The City Fire Marshall has made known there is a five thousand square foot home and a three thousand square foot shop on this property. Staff has concerns due to the following:

- Access to the existing home which sits over two thousand feet away from New Salem Highway.
- Access to water for fire protection to the existing home.

Continuing, Mr. Blomeley stated, due to the concerns City Staff would like to delay the meeting until May 4, 2016. This would allow Staff adequate time to meet with the applicant and his representative at the City Fire Marshall's office.

Mr. Clyde Rountree was in attendance to represent the applicant.

Mr. Ken Halliburton made a motion to schedule a public hearing for Annexation Plan of Services and annexation petition on May 4, 2016, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

Zoning application [2016-415] for approximately 74 acres located along New Salem Highway to be zoned CF (approx. 26.1 acres), RM-12 (approx. 23.1acres) and RZ (approx. 25 acres) simultaneous with annexation, William & Caroline Waite applicant. Mr. Matthew Blomeley began by describing the subject property located along the south side of New Salem Highway just east of Cason Lane. It consists of approximately 74 acres and is

currently undeveloped, with the exception of one single-family dwelling. Spence Creek, as well as its floodway and floodplain, are located at the north end of the property. The property owners have submitted a petition to have the property annexed into the City limits. The applicants have also requested zoning classifications of CF (Commercial Fringe), RM-12 (Multi-Family Residential District), and RZ (Residential Zero-Lot Line) simultaneous with annexation.

The area proposed for CF zoning, which totals 26.07 acres is at the very north end of the parcel adjacent to New Salem Highway. The actual developable CF acreage on the subject property will be less, however, because of the floodway of Spence Creek. South of the proposed CF zoning is the area proposed for RM-12 zoning, which totals 23.05 acres. At twelve units per acre, this 23.05 acres could yield approximately 276 multifamily dwelling units, with the potential of additional units being considered as a density bonus if certain amenities are provided. At the southern end of the parcel is the area proposed for RZ zoning, which totals 25.02 acres. The RZ zone permits both single family residential attached and single-family residential detached development.

To the west of the subject property, along New Salem Highway, is CH (Commercial Highway) zoning. Also to the west is property zoned PCD (Planned Commercial District) and OG-R (General Office District – Residential), developed with an assisted care living facility. Also to the west is the Three Rivers PRD (Planned Residential District), which is developing with single-family attached and detached homes on minimum lot sizes of approximately 3,000-4,000 square-feet to 8,400 square-feet. Further to the west is the Stonebridge at Three Rivers PRD, which is developing with an active adult condominium community. Directly to the south of the subject property is property that is zoned PRD for the development of the proposed Gardens at Three Rivers, which is an age-

targeted community with single family zero-lot line attached homes. To the east of the subject property is a single-family residential development with estate lots on Spence Creek Lane in the unincorporated County. To the northeast of the subject property, across New Salem Highway, is the Olympic Springs Subdivision, which is zoned RS-15 (Single-Family Residential District) and RS-12. Directly to the north of the subject property, also across New Salem Highway, are the Stonebrook, Brookhill, and Campbell Brown subdivisions, all of which are located in the unincorporated County.

The future land use map for the *Salem Pike Land Use Plan* recommends that the northern portion of the subject property develop as "Mixed Use Limited Planned Development," which is defined as "all medium and high-density residential; institutional; offices with a maximum 30% floor area ratio; and general farming." The map recommends that the balance of the property develop as "Medium-density residential," which is defined as "all single-family and two-family residential uses that involve a density of at least three units per acre but less than eight units per acre; institutional; convenience scale commercial uses on a selective and limited basis; and general farming." The text of the plan recommends the clustering of commercial uses at "major thoroughfare intersections." The proposed CF zoning would extend the existing commercial node at the intersection of New Salem Highway and Cason Lane eastward. The text of the plan also recommends "a pedestrian scale in residential areas involving the ability to walk…" to "…convenience commercial services." While portions of the request are consistent with the Salem Pike Land Use Plan and its future land use map, other portions of the request deviate somewhat from its recommendations.

Mr. Clyde Rountree made known they would be conducting a neighborhood meeting before the scheduled public hearing.

Ms. Kathy Jones made a motion to schedule a public hearing for rezoning on May 4, 2016, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Zoning application [2016-416] for approximately 0.43 acre located at 1216 North Maple Street to be rezoned from PCD to CF, Nancy E. Brown applicant. Mr. Matthew Blomeley began by describing the subject property located at the southeast corner of North Maple Street and West McKnight Drive. It is developed with a single-family residence and an addition that was constructed a number of years ago for use as a dance studio. Prior to 2003, the subject property was zoned RD (Residential Duplex) and only contained the single-family dwelling. In 2003, it was rezoned from RD to PCD (Planned Commercial District) in order to allow the dance studio. The PCD zoning is limited to the use of the property for a single-family residence and a dance studio. The dance studio is still in operation at this time but will be closing in June. The owner plans on putting the property on the market around that time and believes that the property will be more marketable if it is not restricted to the limited uses that are permitted with the current PCD zoning. Her request is to rezone the property from its current PCD zoning to CF (Commercial Fringe), which would allow additional commercial uses.

Directly in front of the subject property is the intersection of Memorial Boulevard, West McKnight Drive, and North Maple Street. The uses in front of the subject property along Memorial Boulevard are zoned CH (Commercial Highway). To the southwest of the subject property across North Maple Street is

the Blue Coast Burrito restaurant as well as a barber shop and a sign company. To the north of the subject property across West McKnight Drive is also zoned CH and is developed with a real estate office and a Christian Science reading room and bookstore. The subject property is bordered on its east and south sides by single-family residences that are zoned RD. It is bordered on its southeast corner by a duplex that is also zoned RD.

Ms. Nancy Brown the applicant was in attendance at the meeting.

Mr. Kirt Wade made a motion to schedule a public hearing for rezoning April 6, 2016, seconded by Mr. Doug Young. The motion carried by unanimous vote in favor.

Staff Reports and Other Business

There being no further business the meeting adjourned at 3:10 p.m.

_____

Chairman

_____

Secretary

GW:cj

application which is the subject of the next public hearing. The properties are bordered on the north and west with single-family developments. The Siegel school complex is to the south and MTSU's property is to the east, adjacent to the parcel located at 424 West Thompson Lane.

A portion of these properties requesting annexation is already located within City limits; therefore, the requested area is contiguous to existing City Limits. It is within the City's urban growth boundary and, the owner has petitioned the City for its annexation. Staff has prepared a plan of services that has been provided to the Planning Commission to consider. It does not appear that there will be any complications in providing city services to the subject property. No right-of-way is included in the annexation study since it is already in the city limits.

Vice Chairman Young opened the public hearing. No one came forward to speak for or against the annexation request, therefore, Vice Chairman Young closed the public hearing.

Mr. Ken Halliburton made a motion to approve the two annexation requests and plan of services, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Zoning application [2015-431] for approximately 16.5 acres located along West Thompson Lane to be zoned as General's Landing PRD simultaneous with annexation and for approximately 16.5 acres to be rezoned from RS-15 to General's Landing PRD, Blue Sky Construction applicant. Ms. Margaret Ann Green began by describing the subject property located north of West Thompson Lane, just north of its intersection with Siegel Road. The subject properties consist of portions of two parcels. The properties to the east are zoned CU (College and University District). The properties to the west and south are zoned RS-15 (Single-Family Residential District). The Siegel school complex is located along the southern side of West Thompson Lane. A portion of both parcels is currently located in Murfreesboro City limits and the remainder is in the unincorporated area of Rutherford County. A petition for annexation has

been submitted to include the entire two parcels within Murfreesboro's municipal boundary. The portion of property currently located in the City is zoned RS-15 and the applicants are requesting it be rezoned from RS-15 to PRD (Planned Residential District). The request is also to zone the 16.5 acres to PRD simultaneous with annexation.

The General's Landing PRD program book has been included with the agenda materials. The maximum number of units proposed is 178 on 33 acres for a density of 5.3 dwelling units per acre. If the properties were zoned RS-15, approximately 89 single-family dwelling units would be permitted. The development consist of two different dwelling types: single family detached and multi-family residential.

As proposed, the plans shows 31 detached single-family homes on the western side contiguous with the Northboro Court single-family subdivision. This PRD is compatible to the RS-8 district, as the minimum lot size is 9,000 square feet. The applicant is requesting a 30' front setback; however staff recommends the front setback be 35' to allow 4 cars to be parked in the driveway. The Zoning Ordinance requires single-family, detached homes to have 4 parking spaces per dwelling unit and that number may not include garage spaces. The proposed homes will be a minimum of 2,400 square feet with a 2-car garage with carriage style doors. The exterior material is brick, stone, EIFS or cement fiber board.

The multi-family portion of the development consists of townhouse style multi-family dwellings very similar to the General's Retreat development on Compton Road. As proposed there are 91 townhomes with garage space and 56 townhomes without. These units have a minimum 1,600 square feet and will be brick, stone or cement fiber board. The units with garages will have carriage style doors. The applicant has not asked for an exception to the parking standards for multi-family portion of this development. The applicants have asked for an exception to the setback requirements to allow the garages to be 25' from the property line and the face of the house to be 30' from the property line. This could result in the "snout" house look where the

garage projects in front of the house. The applicant is requesting an except to the standard that would require a Type C buffer between the multi-family development and adjacent single family zone to allow the creation of a Type A buffer. No buffer is required between single-family detached dwelling units.

The applicants held a neighborhood meeting at Siegel Elementary on January 27, 2016, which was well attended. During the meeting the applicant's design team provided a presentation to explain the rezoning request.

Mr. Clyde Rountree and Mr. Brian Burns were in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's program book making known the following:

- 178 residential homes
- Conceptual site plan at this time
- 56 townhomes without garages that will have a common parking area in the center of the site plan
- The townhomes would be similar as General's Run which includes a diverse roofline and diverse façade with multiple materials
- This development would be managed by a Home Owners Association for architecture control and maintenance control
- All garages would have a carriage style door
- Flooding concerns have been addressed
- Have met with City staff to address Thompson Lane with their development and to address traffic concerns

Mr. Ken Halliburton wanted to know if the townhouses garage doors being viewed as back and forth instead of the garages all being viewed as standing out front. Mr. Rountree answered yes it gives it more character and diversity. Last, the common area will meet and exceed city standards.

Vice Chairman Young opened the public hearing.

1. **Mr. John David Floyd 3418 Northboro Court –** opposes this rezoning request. Mr. Floyd distributed packets to the Planning Commissioners with several photos showing ongoing water issues within their subdivision. He made known he is not against growth; however, their subdivision needs help with drainage. It has been brought to your attention, now how are you going to address drainage? We have a water problem, help.
2. **Mr. Roy Boyd 3410 Northboro Court –** opposes this rezoning request. He has no problem with development; however, Thompson Lane cannot handle additional traffic until Tennessee Department of Transportation widens this state route.
3. **Mr. Rob Mitchell 3340 Northboro Court –** requested this rezoning request be denied. He made known he had placed a detention pond on his property. There are serious issues with drainage and traffic in their area. He commented on there not being enough information to address these concerns.
4. **Ms. Debbie Griffis 3427 Northboro Court** – opposes this rezoning request. She has been a crossing guard at Siegel High School for the past 14 years. She made known how dangerous this area is with the heavy school traffic and flooding within this area. She requested for more information be provided before this request is approved.
5. **Mr. Eric Poole 3345 Northboro Court** – requested this rezoning request be denied. He made known flooding occurs with moderate to heavy rains. Also, data should be addressed regarding the flooding and traffic before this type development is approved.

6. **Ms. Mary Smith 3431 Northboro Court –** opposing this rezoning request. She is a crossing guard at Siegel High School. This area has ongoing issues with flooding and traffic.
7. **Ms. Linda Dansby 3422 Northboro Court** – requested this rezoning request be denied until more information is provided regarding the density, traffic and a drainage study plan.
8. **Dr. Roland Untch 3442 Northboro Court** – requested this rezoning request be denied. He asked if development is approved that a Type C buffer be placed between their property and this development. Also, there is an existing fence along his backyard that should be retained.
9. **Mr. Mike Burger 3414 Northboro Court** – opposes this rezoning request. He feels this is too much density in this area.
10. **Mr. Steve Ayers** – requested this rezoning request be denied. He feel this is a golden opportunity to address collector roads, signals, drainage from a master plan. Be aware more high density is coming.
11. **Mr. Bill Huddleston with Huddleston-Steele Engineering** – came forward to address the following concerns being the following:
    - A traffic study has been prepared and an addendum traffic study has been prepared. The study shows that Thompson Lane will remain as a Level E, which means, this proposed development would not make the traffic any worse.
    - Drainage would be addressed and improved with this development. This development cannot impact the neighbors any more than what the neighbors have been impacted by. The city of Murfreesboro has very stringent rules in place to address drainage. This site would require detailed stormwater plans and study showing how they would not be impacting any neighbors.

Mr. Ken Halliburton asked, how could this proposed development improve the joining neighbor's properties? Mr. Bill Huddleston made known they could not go onto the existing neighbor's properties; however, drainage could be improved for the joining property owners because it is an elevation issue from where the water is sitting. With this proposed development they can direct the water to a drainage pipe at Thompson Lane. Mr. Huddleston stated he would be willing to shoot elevations and meet with the neighbors to discuss what can be done. Last, Mr. Huddleston made known they would keep the existing fence that had been requested from a resident.

Vice Chairman Doug Young commented on the neighbors not being against growth. Their concerns have been about the drainage and traffic. The developer and design team should meet with the neighbors and show them what improvements can be made.

Vice Chairman Doug Young closed the public hearing. This has been a good discussion. This is how problems get solved. The City would like to see TDOT improve Thompson Lane and Cherry Lane. This would help the traffic, but, to date no funds have been allocated for any road improvements.

Mr. Sam Huddleston came forward stating it is obvious this is a long term drainage problem. The situation occurs from an undeveloped land pattern. The existing residents are on private property and there are no easements. The City cannot work on private property. The property being considered for rezoning had once been private property with no easements. Now, we have a developer with a plan that will address a need back that dates back from the mid-eighties. Our standards have changed and we expect more from a willing developer to make things right.

Mr. Gary Whitaker made known the developer has provided the following information per staff's requests:

- drainage plan
- traffic study

- traffic signal analysis which is not warranted at this time
- realigned the road from this development to Siegel High School

Ms. Kathy Jones stated she has concerns because there has not been any discussion regarding parking, density, dumpsters, buffer, mailboxes, setbacks, etc.

Vice Chairman Young wanted clarification on what the intentions were from Mr. Bill Huddleston. Mr. Huddleston explained he would do the following:

- shoot elevations starting at the pipe at Thompson Lane up towards the entire length of the west property line
- show a profile of a ditch that would show what type of relief it would provide

Mr. Eddie Smotherman made a motion for a deferral, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Zoning application [2016-403] for approximately 17.3 acres located at 3726 Manson Pike to be zoned as Springfield Apartments PRD & GDO-1 simultaneous with annexation, Hunter/McDowell Development applicant. Ms. Margaret Ann Green began by describing the subject property that is of one parcel, which was the subject of an annexation petition and zoning change request to RM-16 (multi-family district) considered in 2015. The Planning Commission recommended approval of the annexation and the matter of zoning change was deferred indefinitely at the City Council public hearing. In response to the concerns of the City Council, the applicant is now making an application to zone the property PRD (Planned Residential District) and GDO-1. This tract is 17.9 acres and is located at 3726 Manson Pike. The area being studied for annexation and rezoning is 17.3 acres as a 10' strip of the requested area has been left out of the study area. The properties to the east and west are in the unincorporated area of Rutherford County. Interstate 24 boarders the property along its northern property line. The properties to the south, across Manson Pike, are zoned RM-16 (Integra Creek Apartments) and

15-431

ADDENDUM
TO
TRAFFIC IMPACT ANALYSES
for
General's Landing
West Thompson Lane
Murfreesboro, Tennessee

RECEIVED
FEB 02 2016
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WILLIAM N. HUDDLESTON
2/2/16
STATE OF TENNESSEE

February, 2016

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ADDENDUM APPENDIX REVISED CAPACITY ANALYSES

INTRODUCTION

The purpose of this Addendum is to address the traffic impacts of General's Landing on West Thompson Lane given the re-alignment of the project's West Access to align directly across West Thompson Lane from Siegel Road. The original Traffic Impact Analyses for General's Landing (December, 2015) assumed both its East Access and West Access were east of Siegel Road. But this Addendum analyzes the traffic impacts of General's Landing given the new layout where the West Access directly lines up with Siegel Road, creating a four-leg intersection with Thompson Lane (see Figure 1 A).

The existing traffic count data for this Addendum is the same existing traffic count data used in the original Traffic Impact Analyses for General's Landing (December, 2015), In addition, the Trip Generation and Trip Distribution from the original Analyses is the same for this Addendum.

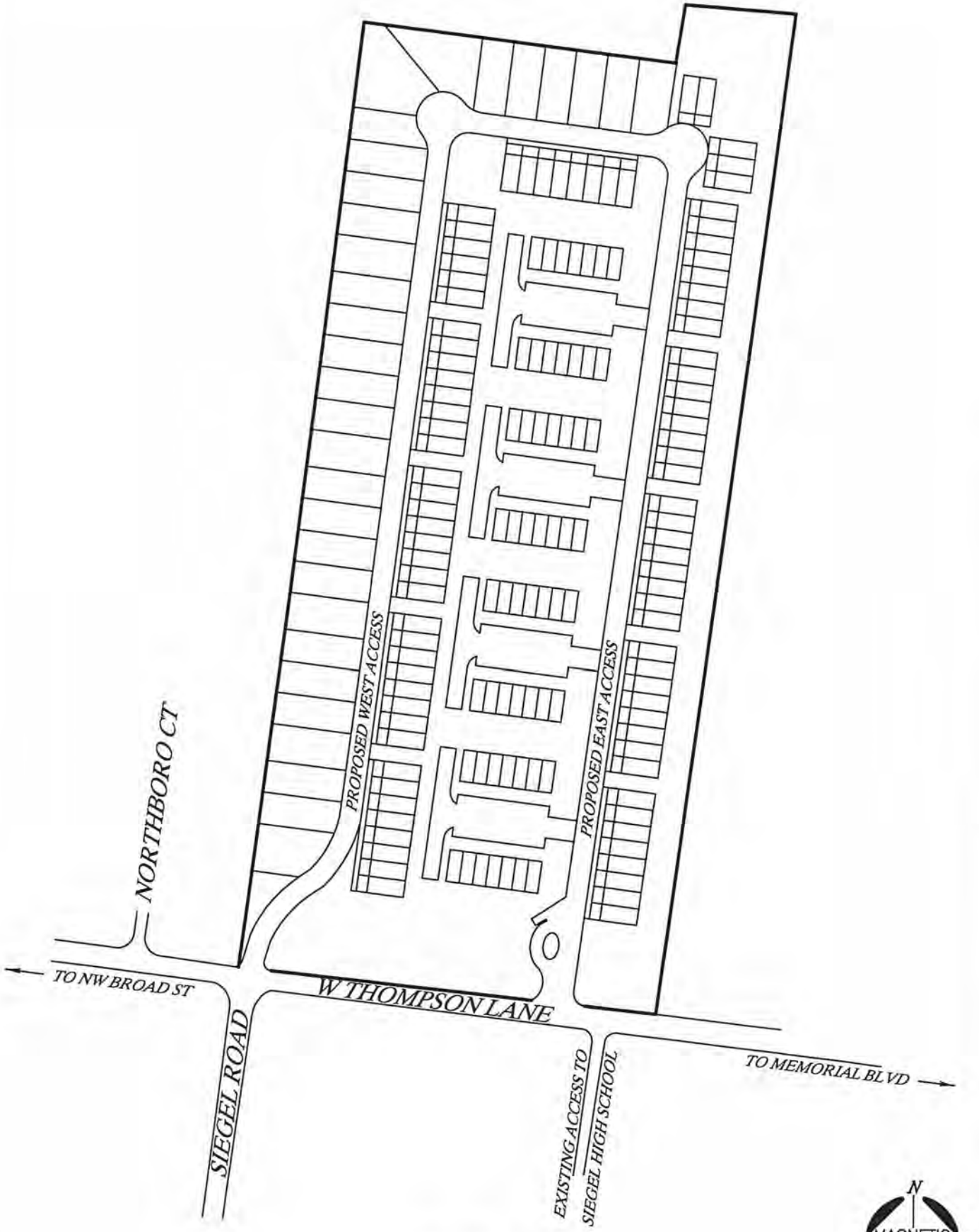

FIGURE 1A
PROPOSED DEVELOPMENT
(2)

REVISED TRIP ASSIGNMENT

What changes from the original Analyses in this Addendum is the Trip Assignment. More specifically, the AM and PM peak hour trip assignments change at the West Access since it now is assumed to directly line up with Siegel Road.

The daily trip assignment does not change in terms of its effect on daily capacity analyses and levels of service. Nor do the peak hour assignments and capacity analyses change at the East Access.

Figure 2A shows the AM peak hour traffic for General's Landing and the total AM peak hour traffic when General's Landing traffic is added to the existing traffic.

Figure 3A shows the PM peak hour traffic for General's Landing and the total PM peak hour traffic when General's Landing traffic is added to the existing traffic.

Both Figure 2A and Figure 3A assume the revised access configuration whereby the West Access of General's Landing directly lines up with Siegel Road, forming a four-leg intersection with West Thompson Lane.

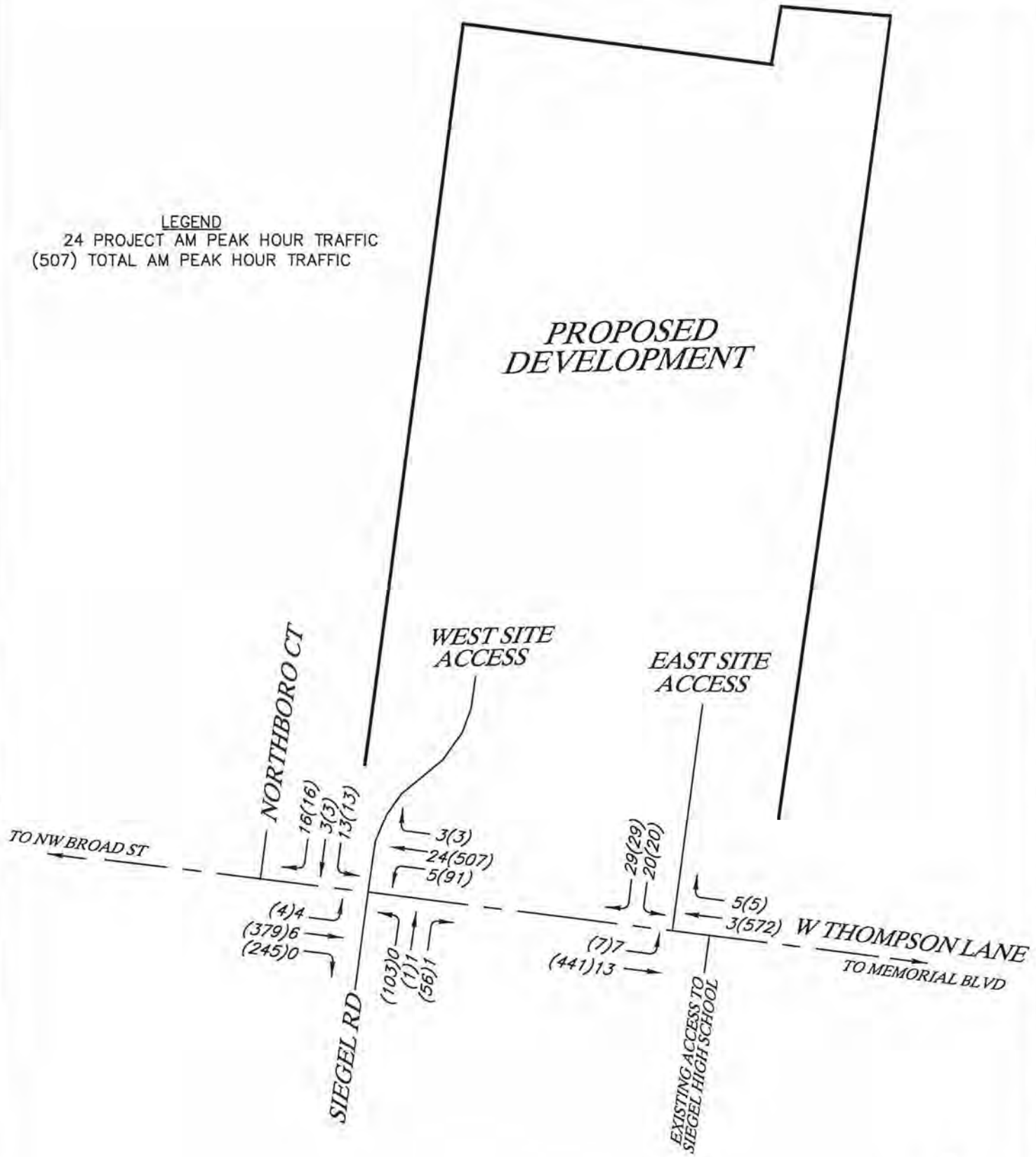

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FIGURE 2A
AM PEAK HOUR TRAFFIC VOLUMES

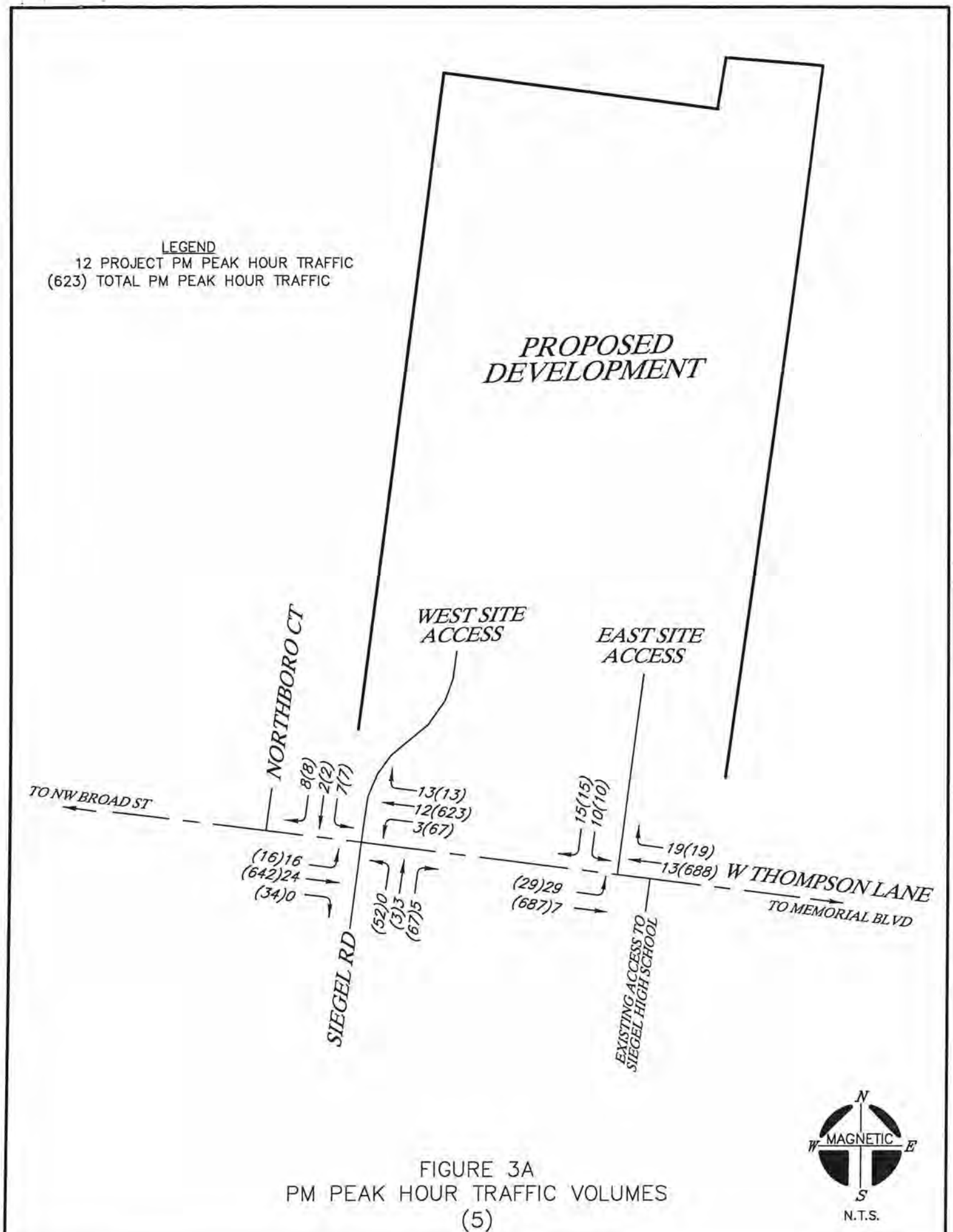

FIGURE 3A
PM PEAK HOUR TRAFFIC VOLUMES
(5)

REVISED CAPACITY ANALYSES

Capacity analyses were conducted for the total traffic during the AM and PM peak hours of adjacent street traffic at the intersection of West Thompson Lane and Siegel Road assuming the following:

1. The West Access for General's Landing would tie into West Thompson Lane directly across from Siegel Road. This access would have one lane entering and two lanes exiting, one for southbound left turns and one for shared southbound through and right turn movements. The proposed West Access would be stop-controlled.

2. The existing geometry on West Thompson Lane and Siegel Road essentially would remain. Separate left turn lanes will be provided on West Thompson Lane. A separate eastbound right turn lane is provided on West Thompson Lane. Siegel Road has a separate left turn lane and will have a shared through/right turn lane.

   The analyses were conducted according to standard procedures outlined in the Transportation Research Board's Highway Capacity Manual. Computer print-outs summarizing the results of the intersection capacity analyses are presented in the Appendix.

The results of the capacity analyses for total traffic at the "new" intersection of West Thompson Lane and Siegel Road for the AM and PM peak hours are summarized in Table 1A below. For the stop-controlled intersection, a level of Service (LOS) is given for each critical turning movement.

TABLE 1A: PROJECTED PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)
W. Thompson Lane and Siegel Road/West Access	Northbound Left Turn	C	23.4	C	23.5
	Northbound Through/Right Turn	B	11.3	C	15.2
	Southbound Left Turn	C	18.1	C	24.3
	Southbound Through/Right Turn	B	13.1	B	14.5
	Westbound Left Turn	A	9.4	A	9.5
	Eastbound Left Turn	A	8.6	A	9.1

As shown in Table 1A, under the projected conditions the capacity analyses indicate that the existing critical turning movements at the stop-controlled intersection of West Thompson Lane and Siegel Road/West Access are expected to operate at acceptable levels of service.

Based on our analyses of the forecasted traffic volumes, the intersection of West Thompson Lane at Siegel Road/proposed west development access will operate acceptably as a two-way stop-controlled intersection. The analyses assume that the stop-controlled southbound approach of the West Access drive will include one entering lane, one exiting left turn lane, and one exiting shared through/right turn lane. The northbound approach also will have one left turn lane and one shared through/right turn lane.

CONCLUSION AND RECOMMENDATIONS

Traffic impact analyses were conducted for the intersection of West Thompson Lane and Siegel Road anticipating General's Landing traffic. These analyses were conducted for total traffic, which is General's Landing traffic added to existing traffic. These analyses were conducted for the AM and PM peak hours of adjacent street traffic assuming General's Landing's West Access would tie into West Thompson Lane directly across from Siegel Road.

Based on our analyses of the forecasted traffic volumes, the intersection of West Thompson Lane at Siegel Road/proposed west development access will operate acceptably as a two-way stop-controlled intersection. The analyses assume that the stop-controlled southbound approach of the West Access drive will include one entering lane, one existing left turn lane, and one exiting shared through/right turn lane. The northbound approach will also have one left turn lane and one shared through/right turn lane.

Given the relatively low traffic volumes projected on Siegel Road and the West Access, no traffic signal would be warranted at this location. The capacity analyses show the intersection will operate sufficiently without it. Also, given the very low number of right-turns from West Thompson Lane into the West Access during peak hours, no separate right-turn lane is required. Again, the capacity analyses show the intersection will operate sufficiently without it.

ADDENDUM APPENDIX

REVISED CAPICITY ANALYSES

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	4	379	245	91	507	3	103	1	56	13	3	16
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	4	412	266	99	551	3	112	1	61	14	3	17
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	554			678			1189	1173	412	1233	1438	553
vC1, stage 1 conf vol							421	421		751	751	
vC2, stage 2 conf vol							768	752		482	687	
vCu, unblocked vol	554			678			1189	1173	412	1233	1438	553
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			89			63	100	90	95	99	97
cM capacity (veh/h)	1016			914			306	334	640	289	272	533

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2
Volume Total	4	412	266	99	554	112	62	14	21
Volume Left	4	0	0	99	0	112	0	14	0
Volume Right	0	0	266	0	3	0	61	0	17
cSH	1016	1700	1700	914	1700	306	630	289	463
Volume to Capacity	0.00	0.24	0.16	0.11	0.33	0.37	0.10	0.05	0.04
Queue Length 95th (ft)	0	0	0	9	0	41	8	4	3
Control Delay (s)	8.6	0.0	0.0	9.4	0.0	23.4	11.3	18.1	13.1
Lane LOS	A			A		C	B	C	B
Approach Delay (s)	0.1			1.4		19.1		15.1	
Approach LOS						C		C	

Intersection Summary			
Average Delay	3.1		
Intersection Capacity Utilization	52.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	16	642	34	67	623	13	52	3	67	7	2	8
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	698	37	73	677	14	57	3	73	8	2	9
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	691			735			1565	1570	698	1637	1599	684
vC1, stage 1 conf vol							733	733		830	830	
vC2, stage 2 conf vol							833	837		807	770	
vCu, unblocked vol	691			735			1565	1570	698	1637	1599	684
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			92			77	99	83	96	99	98
cM capacity (veh/h)	904			870			250	271	441	194	253	449

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2
Volume Total	17	698	37	73	691	57	76	8	11
Volume Left	17	0	0	73	0	57	0	8	0
Volume Right	0	0	37	0	14	0	73	0	9
cSH	904	1700	1700	870	1700	250	429	194	388
Volume to Capacity	0.02	0.41	0.02	0.08	0.41	0.23	0.18	0.04	0.03
Queue Length 95th (ft)	1	0	0	7	0	21	16	3	2
Control Delay (s)	9.1	0.0	0.0	9.5	0.0	23.5	15.2	24.3	14.5
Lane LOS	A			A		C	C	C	B
Approach Delay (s)	0.2			0.9		18.7		18.6	
Approach LOS						C		C	

Intersection Summary			
Average Delay	2.2		
Intersection Capacity Utilization	57.0%	ICU Level of Service	B
Analysis Period (min)	15		

TRAFFIC IMPACT ANALYSES
for
General's Landing
West Thompson Lane
Murfreesboro, Tennessee

Prepared For:
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December, 2015

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APPENDIX B CAPACITY ANALYSES

INTRODUCTION

Huddleston-Steele Engineering, Inc., is pleased to provide this summary of our traffic impact analyses for General's Landing, a 178-unit residential development consisting of 32 single family detached homes and 146 attached townhouses. This development is proposed on the north side of West Thompson Lane directly across from Siegel High School on the north side of Murfreesboro, Tennessee (see Figure 1). The purpose of these analyses was to determine traffic impacts of General's Landing on the surrounding roadway network.

EXISTING ROADWAY NETWORK

West Thompson Lane in the project vicinity is a three-lane swale section arterial roadway on the north side of Murfreesboro, Tennessee. This roadway connects Memorial Boulevard with Northwest Broad Street.

At the southwest corner of the project site, Siegel Road "tees" into West Thompson Lane from the south. At this three-leg "T" intersection, separate left turn lanes and a separate eastbound right-turn lane exist on West Thompson Lane. Separate right- and left-turn northbound lanes exist on Siegel Road (see Figure 2).

General's Landing is a 178-unit residential development proposed on the north side of West Thompson Lane directly across from Siegel High School and just east of Siegel Road.

Access to West Thompson Lane for General's Landing is proposed by providing two accesses to West Thompson Lane, creating two three-leg "T" intersections (see Figure 3). These two southbound accesses will have separate right- and left-turn lanes for exiting traffic.

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FIGURE 1
VINICITY MAP
(2)

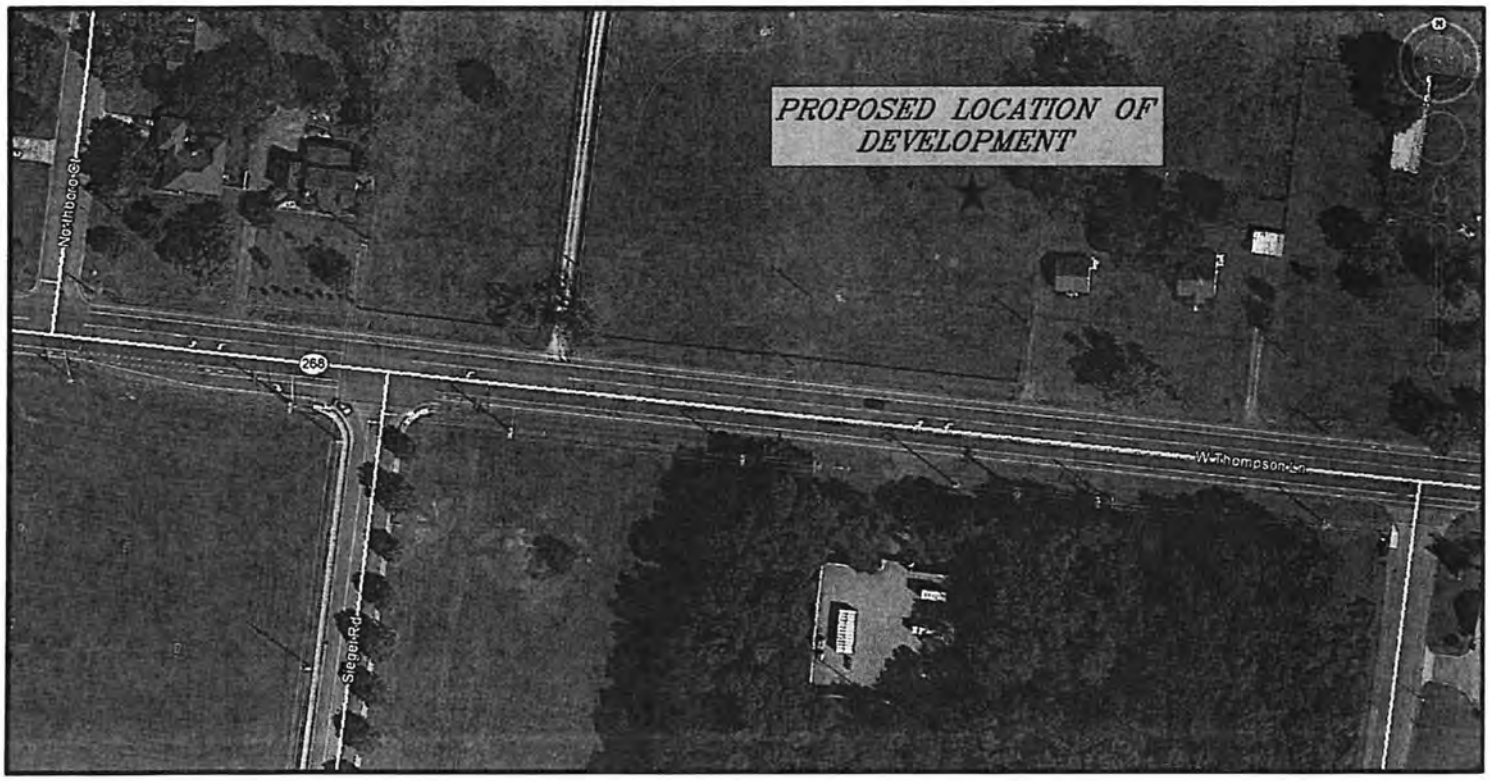

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FIGURE 2
EXISTING GEOMETRY AT MAIN ACCESS
(3)

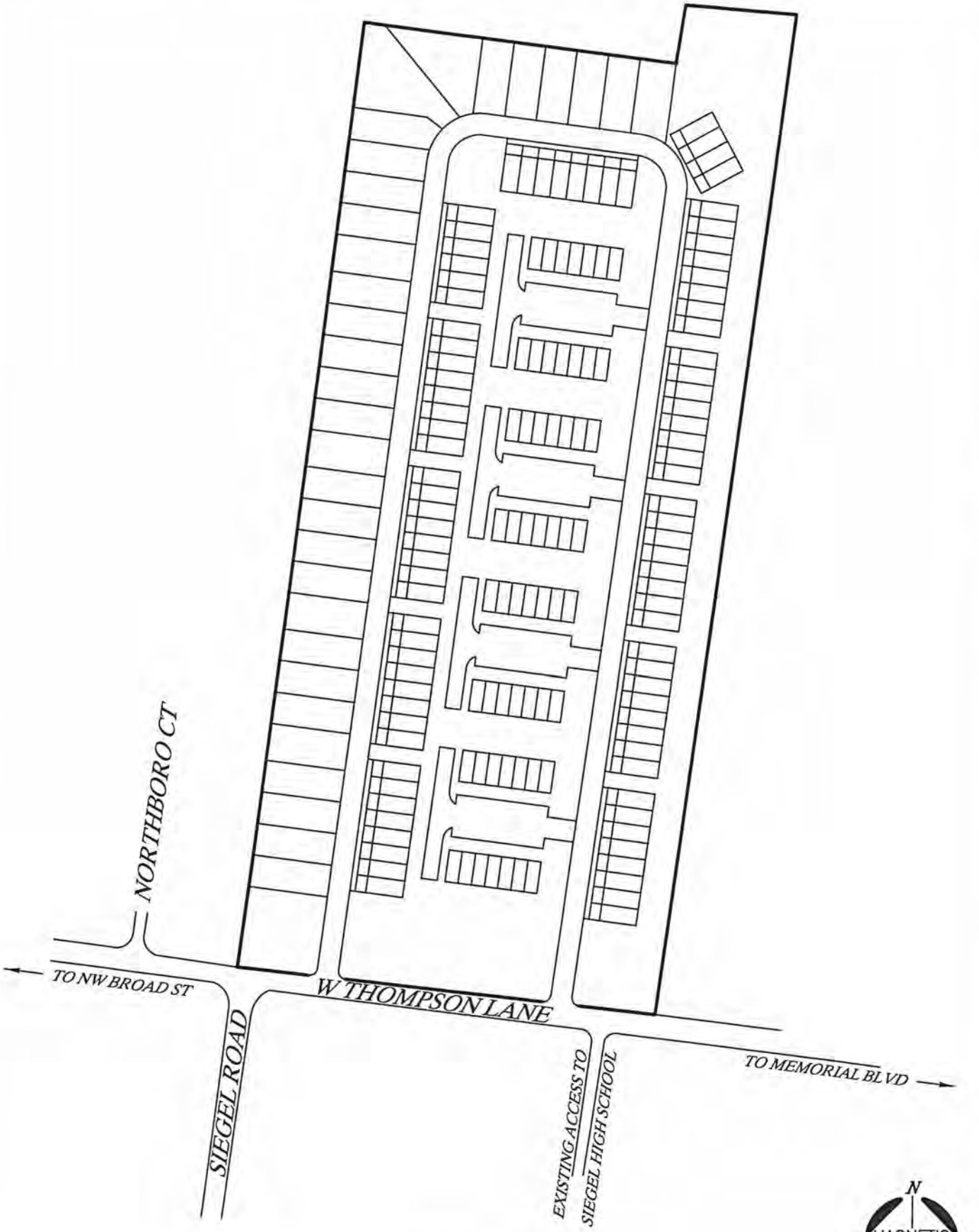


FIGURE 3
PROPOSED DEVELOPMENT
(4)

EXISTING TRAFFIC COUNTS

Existing daily traffic count data for these analyses were compiled from automatic traffic recorder counts on West Thompson Lane and Siegel Road on December 9, 2015 (see Appendix A). These counts are shown in Figure 4.

Existing hourly traffic counts also were conducted for these analyses on West Thompson Lane and Siegel Road in the vicinity of General's Landing during the AM and PM peak hours on December 9, 2015 (see Appendix A). These counts are shown in Figure 5.

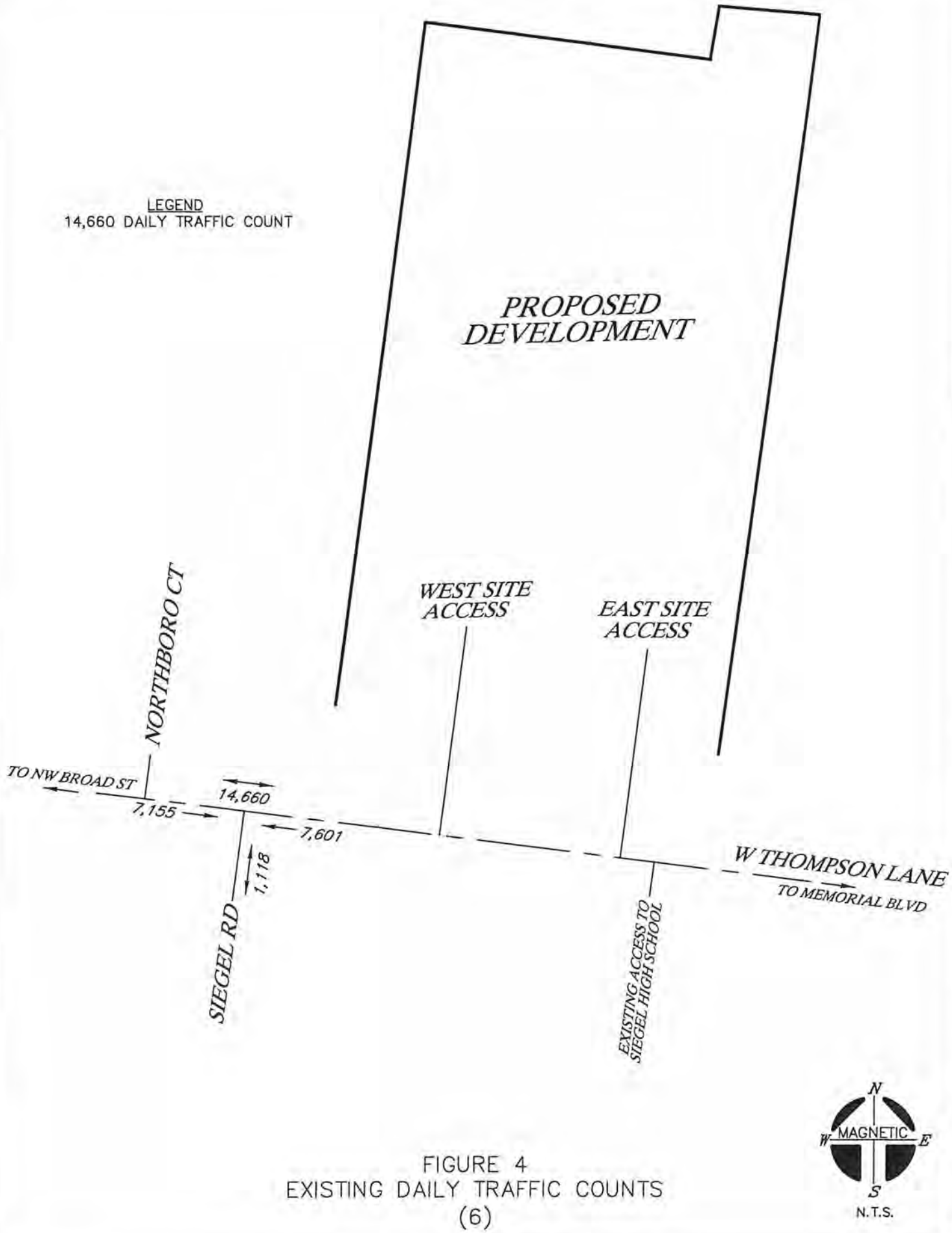


FIGURE 4
EXISTING DAILY TRAFFIC COUNTS
(6)

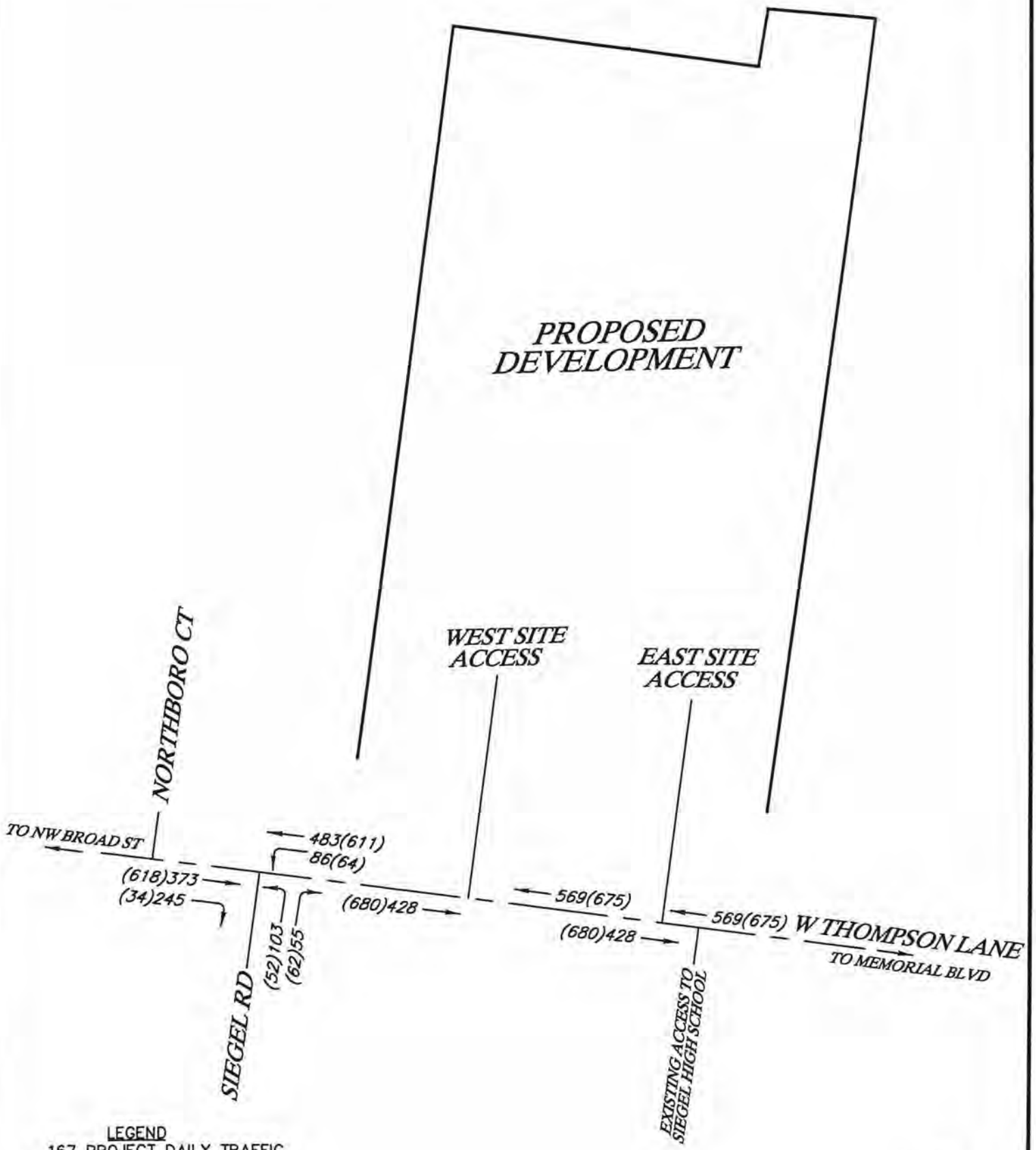


FIGURE 5
EXISTING PEAK HOUR TRAFFIC COUNTS
(7)

TRIP GENERATION

The trip generation potential for the proposed development was determined by utilizing trip generation equations in the Institute of Transportation Engineers' Trip Generation-6th Edition (1997). Table 1 shows the projected use and trip generation calculations developed for these analyses.

TABLE 1
Trip Generation Equations
General's Landing
Murfreesboro, Tennessee

Magnitude (X)	Daily Trips (T)	AM Trips (T)	PM Trips (T)
32 Lots Single Family	Ln (T) = 0.920 Ln (X) + 2.707 T = 363	(T) = 0.700 (X) + 9.477 T = 32 25% Enter / 75% Exit 8 Enter / 24 Exit	Ln (T) = 0.901 Ln (X) +0.527 T = 38 64% Enter / 36% Exit 24 Enter / 14 Exit
146 Units Residential Condominium/ Townhouse	Ln (T) = 0.850 Ln (X) + 2.564 T = 898	Ln (T) = 0.790 Ln (X) + 0.298 T = 69 17% Enter / 83% Exit 12 Enter / 57 Exit	Ln (T) = 0.827 Ln (X) + 0.309 T = 84 67% Enter / 33% Exit 56 Enter / 28 Exit
TOTAL	T = 1261	T = 101 20 Enter / 81 Exit	T = 122 80 Enter / 42 Exit

TRIP DISTRIBUTION

From a review of existing and potential development in the surrounding area, and in consideration of existing traffic volumes, geographic characteristics, and the roadway network, the external trip distribution was determined for the proposed development. The distribution was summarized by general directions as follows:

West on West Thompson Lane:	50%
East on West Thompson Lane:	40%
South on Siegel Road:	10%

TRIP ASSIGNMENT

The distributed trips for the proposed development were assigned to the roadway network assuming the land use as previously described.

Figure 6 shows the daily traffic on West Thompson Lane and Siegel Road at the intersection of West Thompson Lane and Siegel Road generated by General's Landing and the total daily traffic when General's Landing daily traffic is added to the existing daily traffic. Also shown is project-generated traffic and total traffic at the two proposed project accesses on West Thompson Lane.

Figure 7 shows AM peak hour traffic for Generals Landing and the total AM peak hour traffic when General's Landing traffic is added to the existing traffic.

Figure 8 shows PM peak hour traffic for General's Landing and the total PM peak hour traffic when General's Landing traffic is added to the existing traffic.

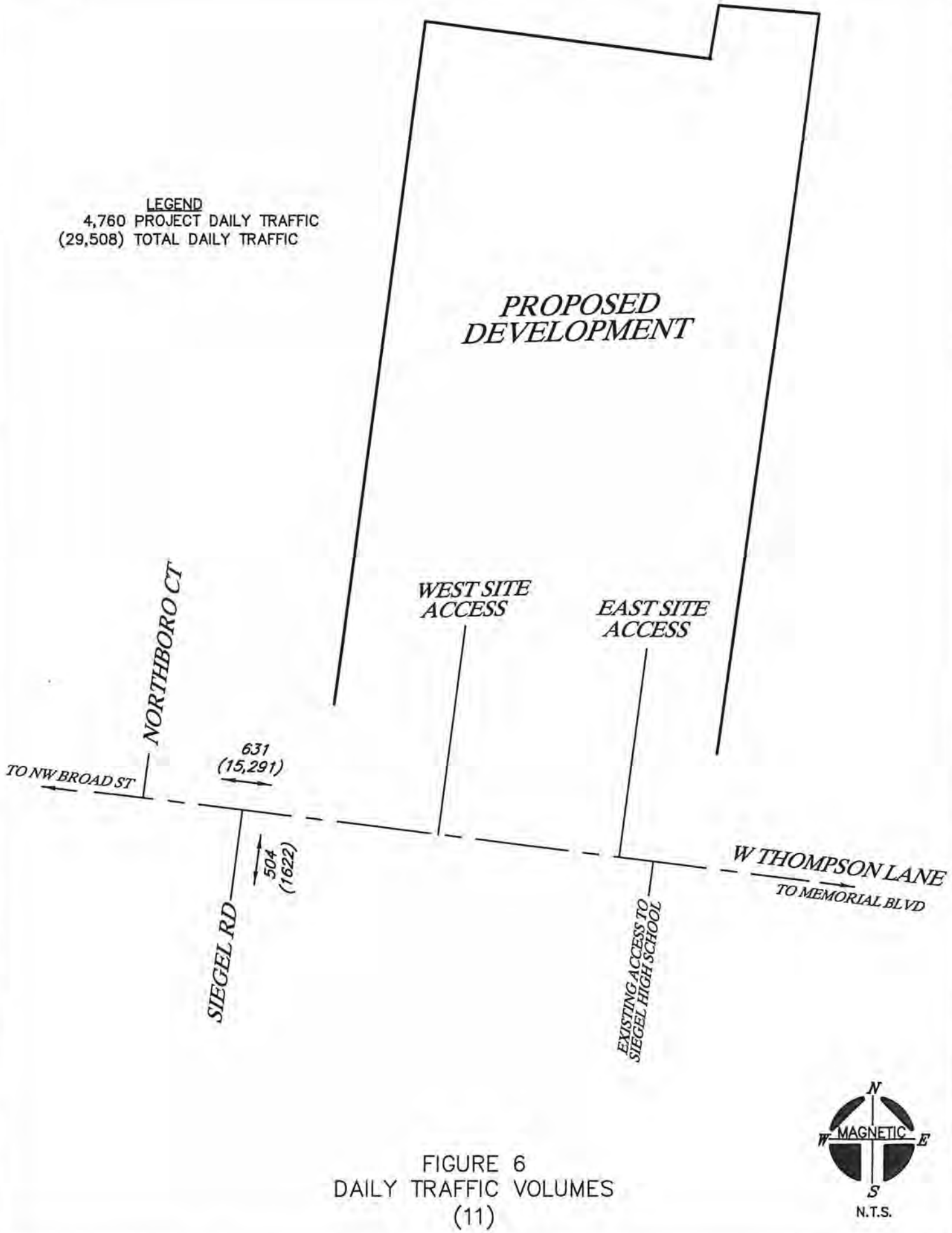


FIGURE 6
DAILY TRAFFIC VOLUMES

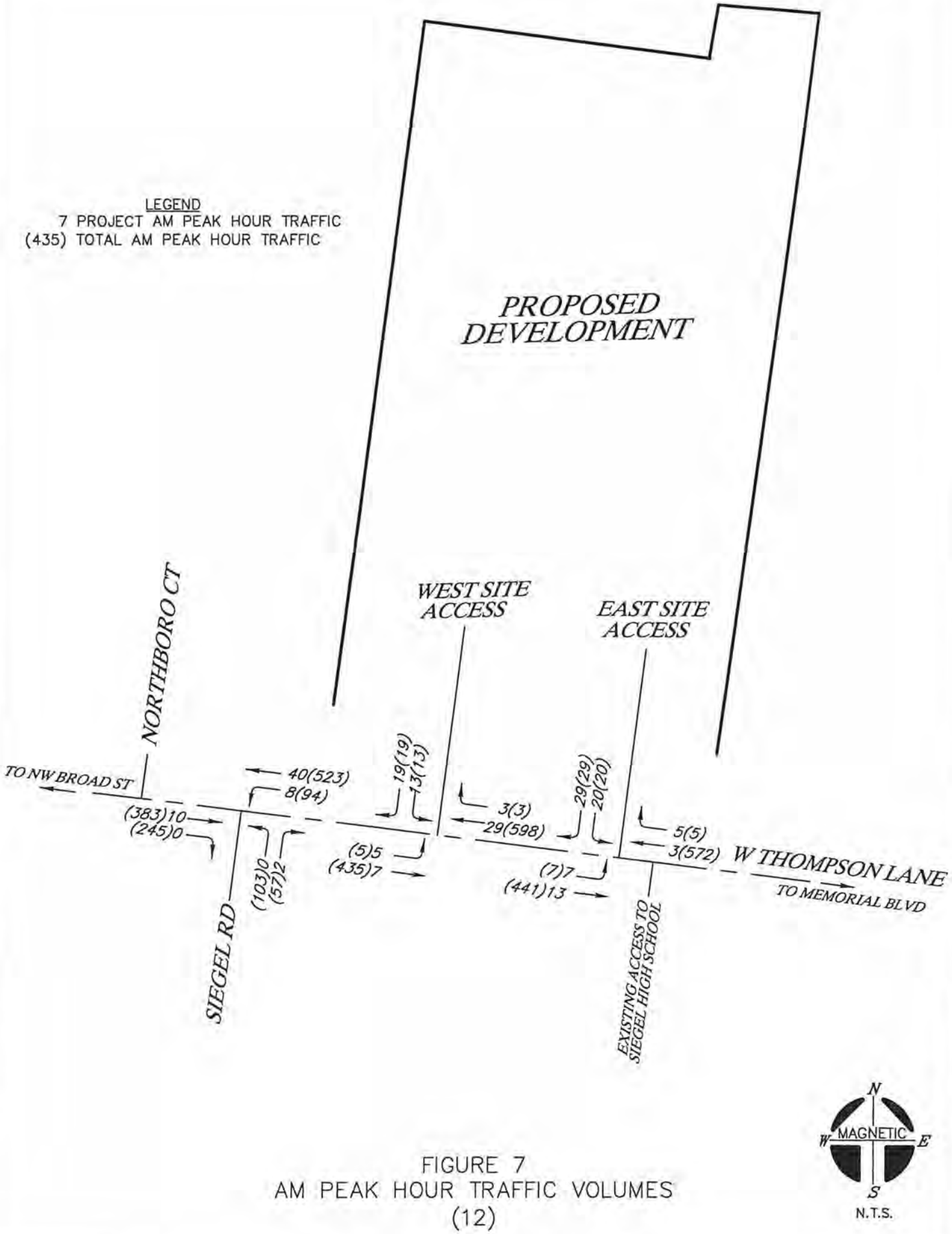


FIGURE 7
AM PEAK HOUR TRAFFIC VOLUMES

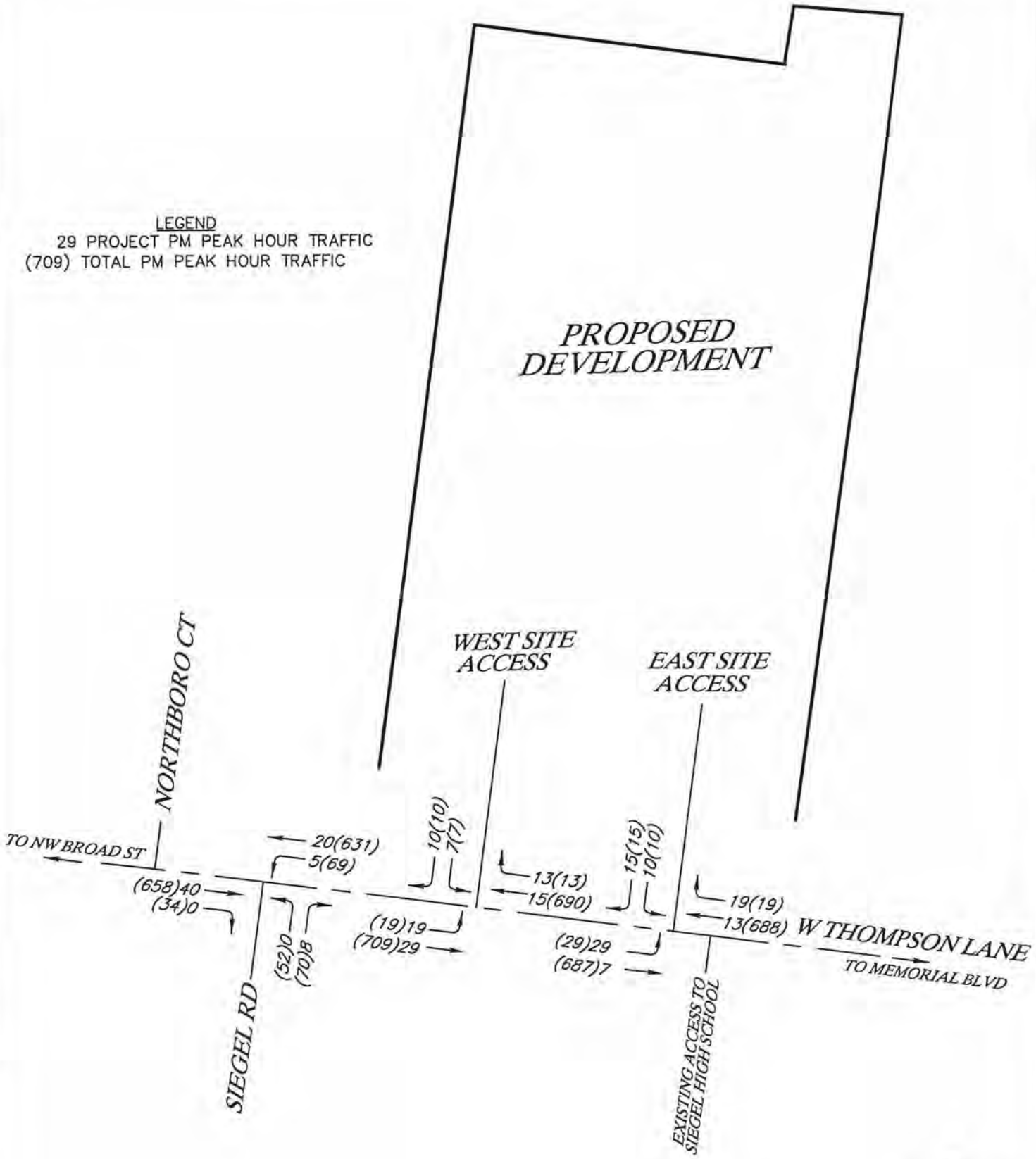


FIGURE 8
PM PEAK HOUR TRAFFIC VOLUMES

CAPACITY ANALYSES

Capacity analyses first were conducted for existing and total daily traffic (project + existing daily traffic) as shown in Figure 6 for General's Landing in the project vicinity utilizing capacity thresholds provided by the Transportation Research Board's Urban Transportation Planning Procedure No. T1. The existing daily traffic on West Thompson Lane at the site of 14,660 results in a Level of Service (LOS) E. The total daily traffic on West Thompson Lane, with the traffic projected for the project included, at 15,291 remains at LOS E.

The existing daily traffic on Siegel Road near the site of 1118 results in LOS C or better. The total daily traffic on Siegel Road, with the traffic projected for the project included, at 1622 remains at LOS C of better.

Capacity analyses also were conducted for the total traffic during the AM and PM peak hours of adjacent street traffic at the existing unsignalized intersection of West Thompson Lane and Siegel Road and at the two proposed unsignalized three-leg intersections of West Thompson Lane with the two project access. The analyses were conducted according to standard procedures outlined in the Transportation Research Board's Highway Capacity Manual. Table 2 gives descriptions of Level of Service for unsignalized intersections whereby a letter grade from A through F is assigned according to reserve capacity, which is unused capacity. Levels of Service for signalized intersections also are rated by letter grades A through F based on seconds of delay per vehicle. Computer print-outs summarizing the results of all of the intersection capacity analyses are presented in Appendix B.

Table 2

Level of Service Criteria for
Unsignalized Intersections

RESERVED CAPACITY (PCPH)	LEVEL OF SERVICE	EXPECTED DELAY TO MINOR STREET TRAFFIC
≥ 400	A	Little or no delay
300-399	B	Short traffic delays
200-299	C	Average traffic delays
100-199	D	Long traffic delays
0-99	E	Very long traffic delays
*	F	

* When demand volume exceeds the capacity of the lane, extreme delays will be encountered with queuing which may cause severe congestion affecting other traffic movements in the intersection. This condition usually warrants improvement to the intersection.

Source: Highway Capacity Manual, TRB Special Report 209

The results of the capacity analyses for total traffic at the three study area intersections for the AM and PM peak hours are summarized in Table 3 below. For these stop-controlled intersections, a Level of Service (LOS) is given for each critical turning movement.

Table 3

Projected Peak Hour Levels of Service

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)
W. Thompson Lane and Siegel Road	Northbound Left Turn	C	22.9	C	23.8
	Northbound Right Turn	B	11.3	C	15.1
	Westbound Left Turn	A	8.5	A	9.4
W. Thompson Lane and West Access	Southbound Left Turn	C	16.1	C	20.3
	Southbound Right Turn	B	10.6	B	10.9
	Eastbound Left Turn	A	8.9	A	9.4
W. Thompson Lane and East Access	Southbound Left Turn	C	16.1	C	20.3
	Southbound Right Turn	B	10.5	B	10.9
	Eastbound Left Turn	A	8.8	A	9.3

As shown in Table 3, under the projected conditions the capacity analyses indicate that the critical turning movements at the stop-controlled intersection of West Thompson Lane and Siegel Road and at the two project accesses are expected to operate at acceptable levels of service.

CONCLUSION AND RECOMMENDATIONS

Traffic impact analyses were conducted for West Thompson Lane and Siegel Road anticipating General's Landing traffic. Analyses also were run at the existing unsignalized three-leg intersection of West Thompson Lane and Siegel Road as well as at the two General's Landing accesses which are proposed to be unsignalized three-leg intersections with West Thompson Lane. These analyses were conducted for total traffic, which is General's Landing traffic added to existing traffic. The results at these analyses are as follows:

- The existing and daily traffic along West Thompson Lane operates at Level of Service (LOS) E. The total daily traffic along West Thompson Lane continues to operate at LOS E when General's Landing traffic is added to existing traffic.
- The existing and total daily traffic along Siegel Road operates at LOS C or better.
- Based on our analysis of the forecasted traffic volumes, the existing unsignalized intersection of West Thompson Lane and Siegel Road will operate at appropriate levels of service given existing laneage.
- Based on our analysis of the forecasted traffic volumes, the two proposed unsignalized accesses for General's Landing will operate at appropriate levels of service given existing laneage on West Thompson Lane and separate right- and left-turn southbound lanes exiting the development.

APPENDIX A

EXISTING TRAFFIC COUNTS

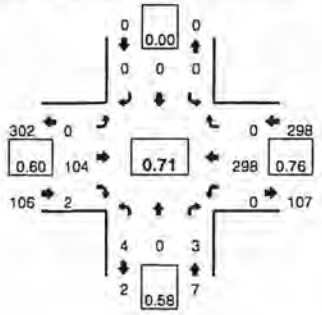
Type of peak hour being reported: Intersection Peak

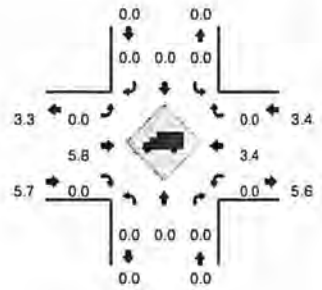
Method for determining peak hour: Total Entering Volume

LOCATION: Siegel Rd -- Thompson Ln
CITY/STATE: Murfreesboro, TN

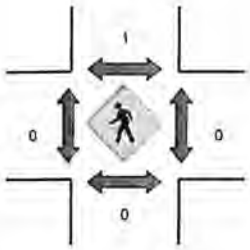
QC JOB #: 13667801
DATE: Wed, Dec 09 2015

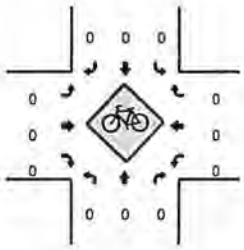
Peak-Hour: 5:00 AM -- 6:00 AM
Peak 15-Min: 5:45 AM -- 6:00 AM

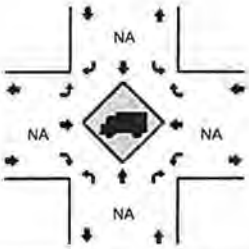


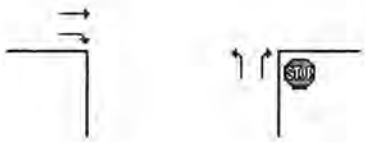


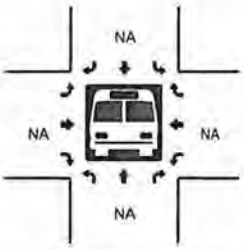
Quality Counts
TRANSPORTATION DATA COLLECTION SERVICES











15-Min Count Period Beginning At	Siegel Rd (Northbound)				Siegel Rd (Southbound)				Thompson Ln (Eastbound)				Thompson Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	0	0	0	0	0	0	0	0	11	0	0	1	33	0	0	45	
12:15 AM	1	0	0	0	0	0	0	0	0	9	0	0	0	3	0	0	13	
12:30 AM	0	0	0	0	0	0	0	0	0	6	1	0	0	8	0	0	15	
12:45 AM	0	0	0	0	0	0	0	0	0	8	0	0	1	6	0	0	15	88
1:00 AM	0	0	0	0	0	0	0	0	0	5	1	0	0	3	0	0	9	52
1:15 AM	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2	41
1:30 AM	0	0	0	0	0	0	0	0	0	2	1	0	0	4	0	0	7	33
1:45 AM	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3	21
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	3	0	0	4	16
2:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2	16
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	11
2:45 AM	0	0	0	0	0	0	0	0	0	2	1	0	0	5	0	0	8	16
3:00 AM	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	0	4	16
3:15 AM	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	0	6	20
3:30 AM	0	0	1	0	0	0	0	0	0	4	1	0	1	2	0	0	9	27
3:45 AM	0	0	0	0	0	0	0	0	0	3	1	0	0	13	0	0	17	36
4:00 AM	0	0	0	0	0	0	0	0	0	4	0	0	0	10	0	0	14	46
4:15 AM	0	0	0	0	0	0	0	0	0	7	0	0	0	13	0	0	20	60
4:30 AM	1	0	0	0	0	0	0	0	0	9	0	0	0	15	0	0	25	76
4:45 AM	1	0	1	0	0	0	0	0	0	8	1	0	1	30	0	0	42	101
5:00 AM	1	0	0	0	0	0	0	0	0	12	0	0	0	43	0	0	56	143
5:15 AM	0	0	0	0	0	0	0	0	0	18	0	0	0	75	0	0	93	216
5:30 AM	1	0	2	0	0	0	0	0	0	31	1	0	0	82	0	0	117	308
5:45 AM	2	0	1	0	0	0	0	0	0	43	1	0	0	98	0	0	145	411

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	0	4	0	0	0	0	0	0	172	4	0	0	392	0	0	580
Heavy Trucks	0	0	0		0	0	0		0	8	0		0	12	0		20
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Railroad																	
Stopped Buses																	

Comments:

Report generated on 12/15/2015 9:20 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

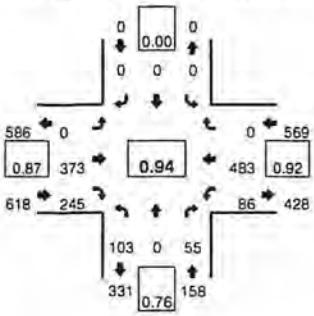
Type of peak hour being reported: Intersection Peak

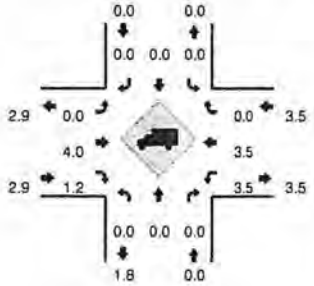
Method for determining peak hour: Total Entering Volume

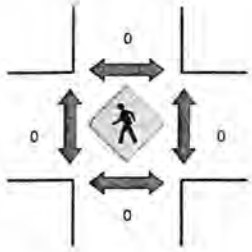
LOCATION: Siegel Rd -- Thompson Ln
CITY/STATE: Murfreesboro, TN

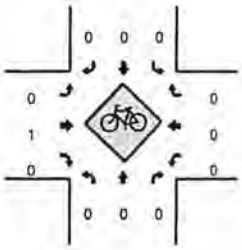
QC JOB #: 13667802
DATE: Wed, Dec 09 2015

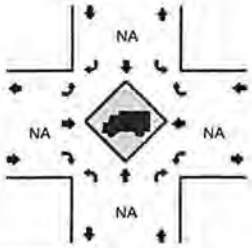
Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

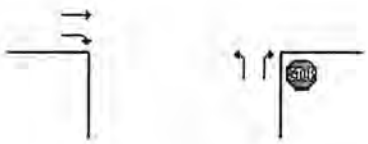


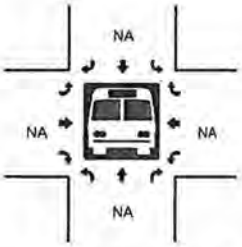












15-Min Count Period Beginning At	Siegel Rd (Northbound)				Siegel Rd (Southbound)				Thompson Ln (Eastbound)				Thompson Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	1	0	3	0	0	0	0	0	0	44	0	0	0	116	0	0	164	
6:15 AM	1	0	0	0	0	0	0	0	0	57	2	0	2	85	0	0	147	
6:30 AM	3	0	3	0	0	0	0	0	0	76	3	0	4	110	0	0	199	
6:45 AM	1	0	6	0	0	0	0	0	0	105	6	0	4	111	0	0	233	743
7:00 AM	2	0	11	0	0	0	0	0	0	148	24	0	3	90	0	0	278	857
7:15 AM	9	0	15	0	0	0	0	0	0	153	42	0	21	111	0	0	351	1061
7:30 AM	25	0	15	0	0	0	0	0	0	89	63	0	26	128	0	0	346	1208
7:45 AM	43	0	9	0	0	0	0	0	0	67	96	0	22	120	0	0	357	1332
8:00 AM	26	0	16	0	0	0	0	0	0	64	44	0	17	124	0	0	291	1345
8:15 AM	8	0	8	0	0	0	0	0	0	67	7	0	6	117	0	0	213	1207
8:30 AM	5	0	4	0	0	0	0	0	0	75	7	0	6	98	0	0	195	1056
8:45 AM	3	0	4	0	0	0	0	0	0	88	14	0	6	105	0	0	220	919
9:00 AM	3	0	2	0	0	0	0	0	0	63	11	0	6	86	0	0	171	799
9:15 AM	2	0	6	0	0	0	0	0	0	92	4	0	6	105	0	0	215	801
9:30 AM	2	0	2	0	0	0	0	0	0	59	4	0	1	91	0	0	159	765
9:45 AM	7	0	4	0	0	0	0	0	0	66	1	0	6	83	0	0	167	712
10:00 AM	1	0	3	0	0	0	0	0	0	70	2	0	8	94	0	0	178	719
10:15 AM	6	0	3	0	0	0	0	0	0	65	3	0	5	71	0	0	153	657
10:30 AM	5	0	3	0	0	0	0	0	0	75	6	0	9	73	0	0	171	669
10:45 AM	8	0	4	0	0	0	0	0	0	76	9	0	7	88	0	0	192	694
11:00 AM	4	0	8	0	0	0	0	0	0	70	6	0	7	86	0	0	181	697
11:15 AM	4	0	13	0	0	0	0	0	0	69	4	0	6	80	0	0	176	720
11:30 AM	5	0	4	0	0	0	0	0	0	81	3	0	5	64	0	0	162	711
11:45 AM	5	0	8	0	0	0	0	0	0	85	7	0	10	102	0	0	217	736

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	172	0	36	0	0	0	0	0	0	268	384	0	88	480	0	0	1428
Heavy Trucks	0	0	0		0	0	0		0	8	0		0	24	0		32
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	1	0		0	0	0		1
Railroad Stopped Buses																	

Comments:

Report generated on 12/15/2015 9:20 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

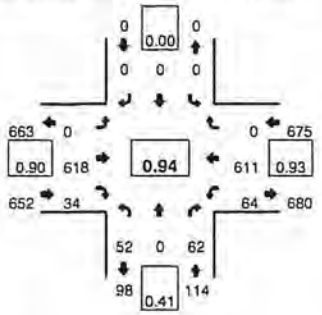
Type of peak hour being reported: Intersection Peak

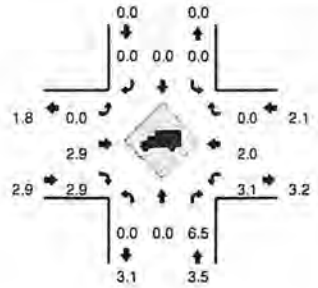
Method for determining peak hour: Total Entering Volume

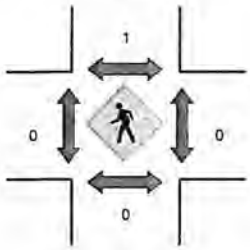
LOCATION: Siegel Rd -- Thompson Ln
CITY/STATE: Murfreesboro, TN

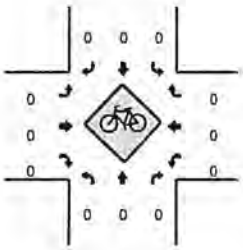
QC JOB #: 13667803
DATE: Wed, Dec 09 2015

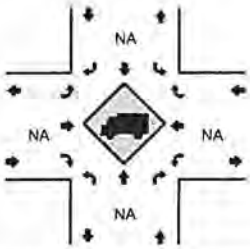
Peak-Hour: 4:15 PM -- 5:15 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

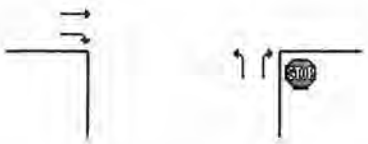


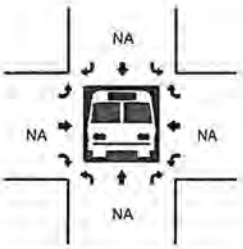












15-Min Count Period Beginning At	Siegel Rd (Northbound)				Siegel Rd (Southbound)				Thompson Ln (Eastbound)				Thompson Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 PM	3	0	10	0	0	0	0	0	0	81	4	0	11	88	0	0	197	
12:15 PM	4	0	4	0	0	0	0	0	0	80	4	0	6	100	0	0	198	
12:30 PM	8	0	5	0	0	0	0	0	0	83	3	0	7	99	0	0	205	
12:45 PM	6	0	6	0	0	0	0	0	0	101	3	0	4	91	0	0	211	811
1:00 PM	3	0	6	0	0	0	0	0	0	91	2	0	4	73	0	0	179	793
1:15 PM	11	0	5	0	0	0	0	0	0	92	5	0	5	99	0	0	217	812
1:30 PM	7	0	6	0	0	0	0	0	0	100	6	0	4	121	0	0	244	851
1:45 PM	7	0	10	0	0	0	0	0	0	123	5	0	8	90	0	0	243	883
2:00 PM	8	0	5	0	0	0	0	0	0	93	8	0	10	93	0	0	217	921
2:15 PM	9	0	14	0	0	0	0	0	0	134	2	0	4	71	0	0	234	938
2:30 PM	12	0	9	0	0	0	0	0	0	103	11	0	18	142	0	0	295	989
2:45 PM	8	0	9	0	0	0	0	0	0	113	15	0	13	87	0	0	245	991
3:00 PM	22	0	16	0	0	0	0	0	0	110	30	0	18	131	0	0	327	1101
3:15 PM	127	0	18	0	0	0	0	0	0	84	15	0	9	154	0	0	407	1274
3:30 PM	24	0	14	0	0	0	0	0	0	101	10	0	18	151	0	0	318	1297
3:45 PM	10	0	7	0	0	0	0	0	0	142	3	0	7	148	0	0	317	1369
4:00 PM	9	0	15	0	0	0	0	0	0	139	9	0	8	161	0	0	341	1383
4:15 PM	15	0	19	0	0	0	0	0	0	147	9	0	19	166	0	0	375	1351
4:30 PM	14	0	20	0	0	0	0	0	0	156	8	0	22	164	0	0	384	1417
4:45 PM	9	0	13	0	0	0	0	0	0	144	6	0	14	138	0	0	324	1424
5:00 PM	14	0	10	0	0	0	0	0	0	171	11	0	9	143	0	0	358	1441
5:15 PM	8	0	14	0	0	0	0	0	0	151	6	0	13	160	0	0	352	1418
5:30 PM	11	0	4	0	0	0	0	0	0	157	9	0	20	154	0	0	355	1389
5:45 PM	7	0	12	0	0	0	0	0	0	121	10	0	10	117	0	0	277	1342

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	56	0	80	0	0	0	0	0	0	624	32	0	88	656	0	0	1536
Heavy Trucks	0	0	4		0	0	0		0	20	0		0	16	0		40
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Railroad																	
Stopped Buses																	

Comments:

Report generated on 12/15/2015 9:20 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

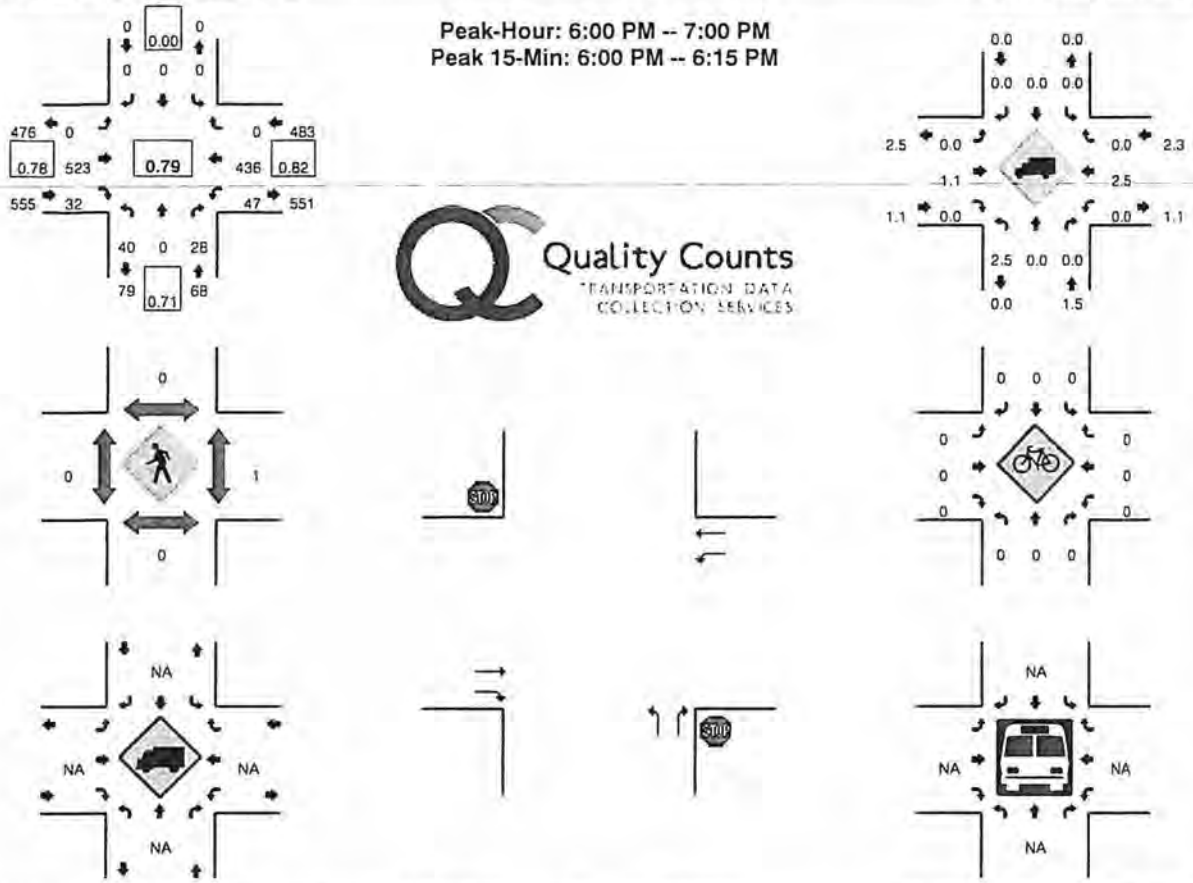
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Siegel Rd -- Thompson Ln
CITY/STATE: Murfreesboro, TN

QC JOB #: 13667804
DATE: Wed, Dec 09 2015

Peak-Hour: 6:00 PM -- 7:00 PM
Peak 15-Min: 6:00 PM -- 6:15 PM



Quality Counts
TRANSPORTATION DATA COLLECTION SERVICES

15-Min Count Period Beginning At	Siegel Rd (Northbound)				Siegel Rd (Southbound)				Thompson Ln (Eastbound)				Thompson Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 PM	13	0	11	0	0	0	0	0	0	163	16	0	17	131	0	0	351	
6:15 PM	10	0	9	0	0	0	0	0	0	144	5	0	12	109	0	0	289	
6:30 PM	8	0	6	0	0	0	0	0	0	113	7	0	14	119	0	0	267	
6:45 PM	9	0	2	0	0	0	0	0	0	103	4	0	4	77	0	0	199	1106
7:00 PM	6	0	5	0	0	0	0	0	0	118	3	0	6	81	0	0	219	974
7:15 PM	1	0	5	0	0	0	0	0	0	102	6	0	5	57	0	0	176	861
7:30 PM	3	0	2	0	0	0	0	0	0	98	2	0	11	60	0	0	176	770
7:45 PM	4	0	13	0	0	0	0	0	0	122	3	0	9	97	0	0	248	819
8:00 PM	3	0	5	0	0	0	0	0	0	73	1	0	3	96	0	0	181	781
8:15 PM	4	0	2	0	0	0	0	0	0	60	1	0	5	56	0	0	128	733
8:30 PM	2	0	6	0	0	0	0	0	0	56	2	0	7	85	0	0	158	715
8:45 PM	2	0	2	0	0	0	0	0	0	61	2	0	5	37	0	0	109	576
9:00 PM	1	0	5	0	0	0	0	0	0	51	0	0	2	41	0	0	100	495
9:15 PM	1	0	1	0	0	0	0	0	0	36	3	0	4	37	0	0	82	449
9:30 PM	1	0	1	0	0	0	0	0	0	51	1	0	4	38	0	0	96	387
9:45 PM	1	0	2	0	0	0	0	0	0	39	1	0	0	46	0	0	89	367
10:00 PM	1	0	3	0	0	0	0	0	0	40	1	0	4	24	0	0	73	340
10:15 PM	1	0	2	0	0	0	0	0	0	26	1	1	3	20	0	0	54	312
10:30 PM	0	0	3	0	0	0	0	0	0	20	1	0	0	17	0	0	41	257
10:45 PM	2	0	0	0	0	0	0	0	0	31	1	0	1	15	0	0	50	218
11:00 PM	0	0	1	0	0	0	0	0	0	34	1	0	0	16	0	0	52	197
11:15 PM	1	0	3	0	0	0	0	0	0	28	2	0	1	9	0	0	44	187
11:30 PM	1	0	0	0	0	0	0	0	0	23	1	0	0	8	0	0	33	179
11:45 PM	1	0	0	0	0	0	0	0	0	13	1	0	0	16	0	0	31	160

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	52	0	44	0	0	0	0	0	0	652	64	0	68	524	0	0	1404
Heavy Trucks	0	0	0		0	0	0		0	4	0		0	24	0		28
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Railroad																	
Stopped Buses																	

Comments:

Report generated on 12/15/2015 9:20 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

APPENDIX B

CAPACITY ANALYSES

Intersection	
Int Delay, s/veh	2.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Vol, veh/h	383	245	94	523	103	57
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	125	50	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	416	266	102	568	112	62

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	416	0	1189	416
Stage 1	-	-	-	-	416	-
Stage 2	-	-	-	-	773	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1143	-	208	637
Stage 1	-	-	-	-	666	-
Stage 2	-	-	-	-	455	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1143	-	189	637
Mov Cap-2 Maneuver	-	-	-	-	312	-
Stage 1	-	-	-	-	666	-
Stage 2	-	-	-	-	414	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.3	18.8
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	312	637	-	-	1143	-
HCM Lane V/C Ratio	0.359	0.097	-	-	0.089	-
HCM Control Delay (s)	22.9	11.3	-	-	8.5	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	1.6	0.3	-	-	0.3	-

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	5	435	598	3	13	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	473	650	3	14	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	653	0	-	0	1136	327
Stage 1	-	-	-	-	652	-
Stage 2	-	-	-	-	484	-
Critical Hdwy	4.14	-	-	-	6.63	6.93
Critical Hdwy Stg 1	-	-	-	-	5.83	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.22	-	-	-	3.519	3.319
Pot Cap-1 Maneuver	930	-	-	-	209	669
Stage 1	-	-	-	-	481	-
Stage 2	-	-	-	-	619	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	930	-	-	-	208	669
Mov Cap-2 Maneuver	-	-	-	-	339	-
Stage 1	-	-	-	-	481	-
Stage 2	-	-	-	-	616	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	12.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	930	-	-	-	339	669
HCM Lane V/C Ratio	0.006	-	-	-	0.042	0.031
HCM Control Delay (s)	8.9	-	-	-	16.1	10.6
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1	0.1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	7	441	572	5	20	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	125	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	479	622	5	22	32

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	622	0	-	0	1117	311
Stage 1	-	-	-	-	622	-
Stage 2	-	-	-	-	495	-
Critical Hdwy	4.14	-	-	-	6.63	6.93
Critical Hdwy Stg 1	-	-	-	-	5.83	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.22	-	-	-	3.519	3.319
Pot Cap-1 Maneuver	955	-	-	-	215	686
Stage 1	-	-	-	-	499	-
Stage 2	-	-	-	-	612	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	955	-	-	-	213	686
Mov Cap-2 Maneuver	-	-	-	-	346	-
Stage 1	-	-	-	-	499	-
Stage 2	-	-	-	-	607	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	12.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	955	-	-	-	346	686
HCM Lane V/C Ratio	0.008	-	-	-	0.063	0.046
HCM Control Delay (s)	8.8	-	-	-	16.1	10.5
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0.1

Intersection	
Int Delay, s/veh	1.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Vol, veh/h	658	34	69	631	52	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	125	50	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	715	37	75	686	57	76

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	715	0	1551	715
Stage 1	-	-	-	-	715	-
Stage 2	-	-	-	-	836	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	885	-	125	431
Stage 1	-	-	-	-	485	-
Stage 2	-	-	-	-	425	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	885	-	114	431
Mov Cap-2 Maneuver	-	-	-	-	248	-
Stage 1	-	-	-	-	485	-
Stage 2	-	-	-	-	389	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	18.8
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	248	431	-	-	885	-
HCM Lane V/C Ratio	0.228	0.177	-	-	0.085	-
HCM Control Delay (s)	23.8	15.1	-	-	9.4	-
HCM Lane LOS	C	C	-	-	A	-
HCM 95th %tile Q(veh)	0.9	0.6	-	-	0.3	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	19	709	690	13	7	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	771	750	14	8	11

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	764	0	-	0	1569	382
Stage 1	-	-	-	-	757	-
Stage 2	-	-	-	-	812	-
Critical Hdwy	4.14	-	-	-	6.63	6.93
Critical Hdwy Stg 1	-	-	-	-	5.83	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.22	-	-	-	3.519	3.319
Pot Cap-1 Maneuver	845	-	-	-	111	617
Stage 1	-	-	-	-	425	-
Stage 2	-	-	-	-	436	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	845	-	-	-	108	617
Mov Cap-2 Maneuver	-	-	-	-	243	-
Stage 1	-	-	-	-	425	-
Stage 2	-	-	-	-	425	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	14.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	845	-	-	-	243	617
HCM Lane V/C Ratio	0.024	-	-	-	0.031	0.018
HCM Control Delay (s)	9.4	-	-	-	20.3	10.9
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	25	687	688	19	10	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	125	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	747	748	21	11	16

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	748	0	-	0	1549	374
Stage 1	-	-	-	-	748	-
Stage 2	-	-	-	-	801	-
Critical Hdwy	4.14	-	-	-	6.63	6.93
Critical Hdwy Stg 1	-	-	-	-	5.83	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.22	-	-	-	3.519	3.319
Pot Cap-1 Maneuver	856	-	-	-	115	624
Stage 1	-	-	-	-	429	-
Stage 2	-	-	-	-	441	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	856	-	-	-	111	624
Mov Cap-2 Maneuver	-	-	-	-	246	-
Stage 1	-	-	-	-	429	-
Stage 2	-	-	-	-	427	-

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	14.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	856	-	-	-	246	624
HCM Lane V/C Ratio	0.032	-	-	-	0.044	0.026
HCM Control Delay (s)	9.3	-	-	-	20.3	10.9
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1	0.1

To: The Murfreesboro Planning Commission
From: The undersigned residents of Northboro Court Subdivision
Date: February 3, 2016
RE: Petition regarding General's Landing PRD

We, the undersigned, request that the Planning Commission require as a condition of rezoning that the General's ~~Rund~~ Landing PRD plan be amended to require that "Existing Fencing Be Retained" along the west side of the proposed PRD; that is, the existing fencing between the RS-15 Northboro Court subdivision and the proposed development.

Name (printed)	Signature	Northboro Ct address address
Roland Untch	Roland Untch	3442
LINDA DAVISBY	[illegible]	3422
Kathryn Floyd	Kathryn Floyd	3418
Rob mitchell	Rob Mitchell	3450
Mike Berger	Mike Berger	3414
Roy Boyd	Roy Boyd	3410
PAUL HURLEY	Paul Hurley	3426
Amy Anderson	Amy Anderson	3430
Mary H. Smith	Mary H. Smith	3431
DALE GAMBINO	Dale Gambino	3435
J. David Floyd	J. David Floyd	3418
Shane Anderson	Shane Anderson	3430
SUSAN GREEN Susan Green	Susan Green	3438
Debbie + Rick Griffis (Debbie + Rick Griffis)	Debbie + Rick Griffis	3427

2015-431

3451 Northboro Ct

1 of 4

2010

2 of 4

3 of 4

20B

4 of 4
2010

File 2015-431
John David Floyd

A
Presentation
of
Flooding Concerns
and a
Plea for Help
from

The Northboro Court Neighborhood

Murfeesboro Citizens

Murfreesboro Tax Payers

to

Murfreesboro City Council

Elected Representatives

Murfreesboro City Manager

Murfreesboro City Planner

Pictures Contained Herein

Are Arranged

In the Following Order:

May 2010 Neighborhood flooding

July 2015 Neighborhood flooding

Murfreesboro Web Map

February 3, 2016

PARKS

Schools

Street Centerline

INTERSTATE

US/STATE HWY

MAJOR RD

Addresses

Parcels

Red: Band_1

Green: Band_2

Blue: Band_3

1:564

0 0.005 0.01 0.02 mi

0 0.01 0.02 0.04 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

City of Murfreesboro IT Dept

Murfreesboro Web Map

February 3, 2016

- PARKS
- Schools

Street Centerline

- INTERSTATE
- US/STATE HWY
- MAJOR RD

- Parcels
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:4,514

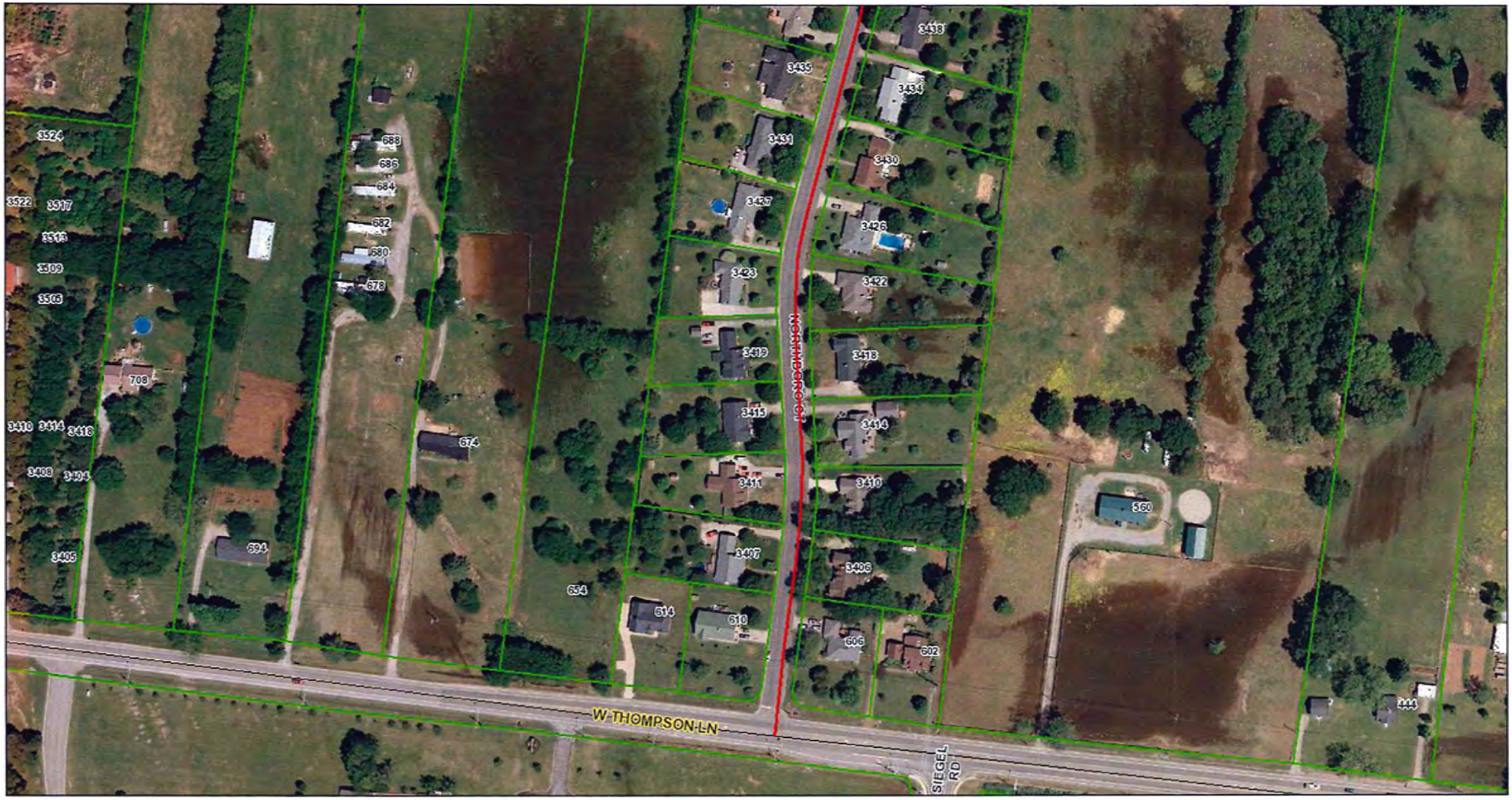
0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

City of Murfreesboro IT Dept

Murfreesboro Web Map



February 3, 2016

- PARKS
- Schools

Street Centerline

- INTERSTATE
- US/STATE HWY
- MAJOR RD

Addresses

Parcels

Red: Band_1

Green: Band_2

Blue: Band_3

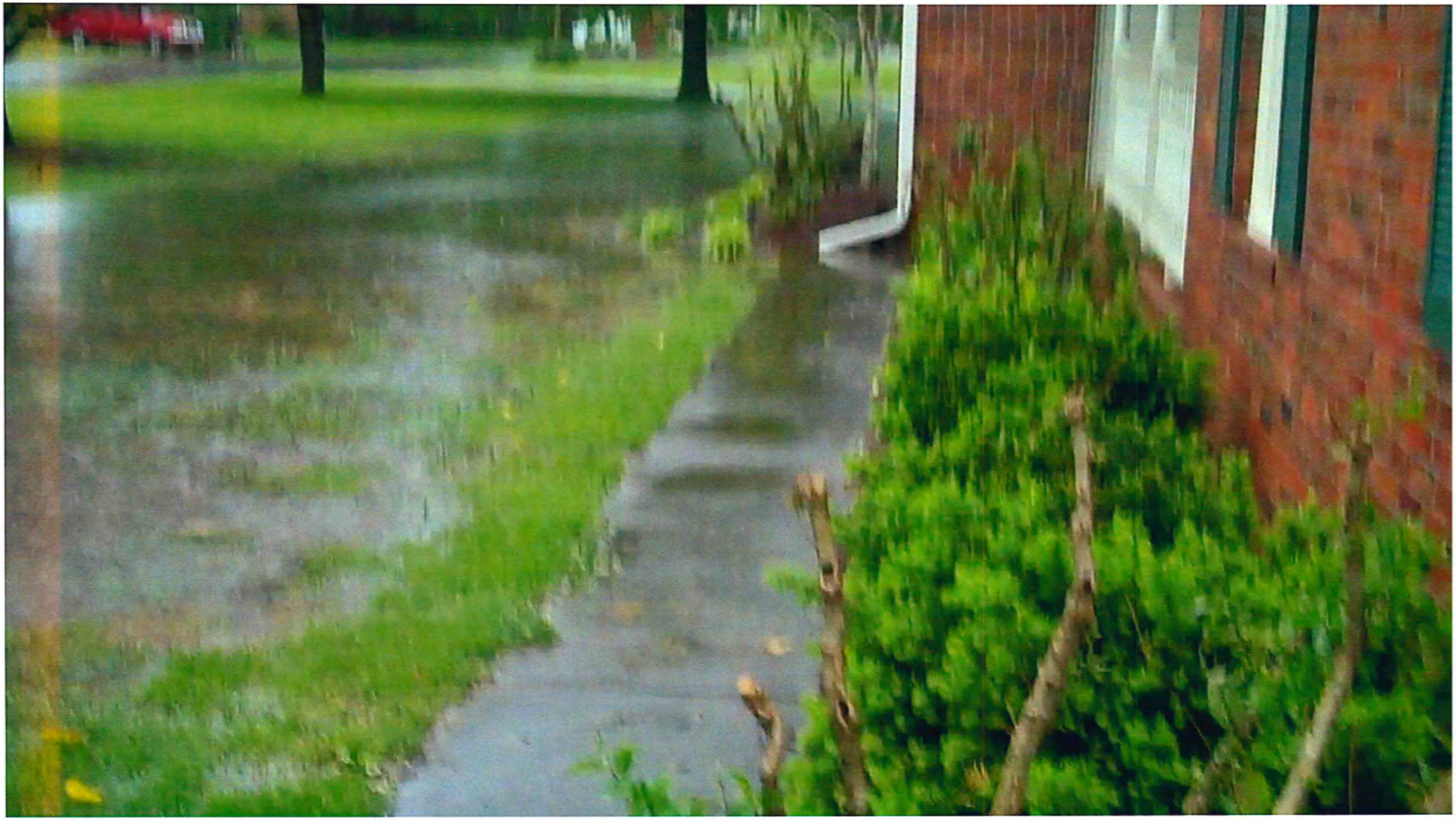
1:2,257

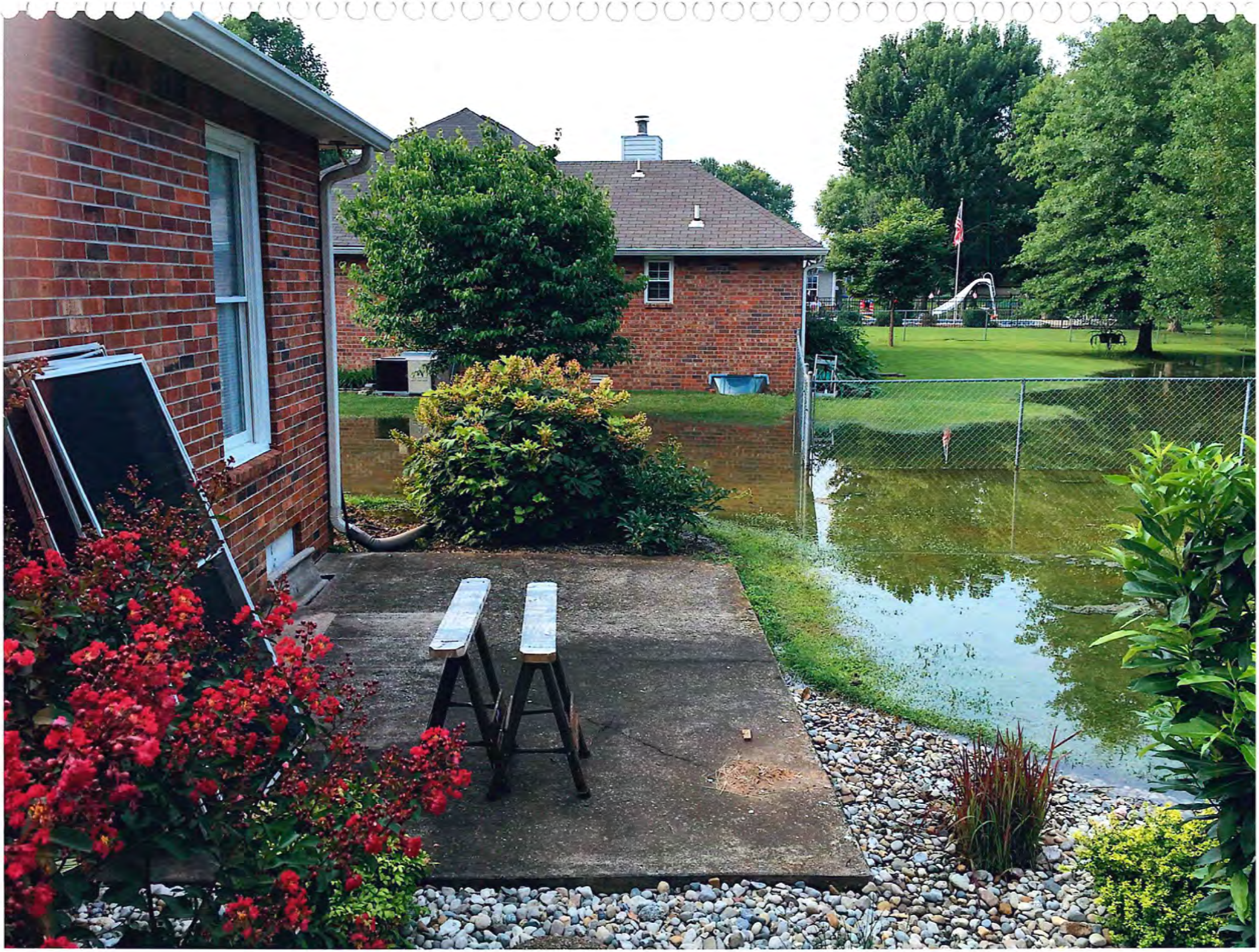
0 0.0275 0.055 0.11 mi

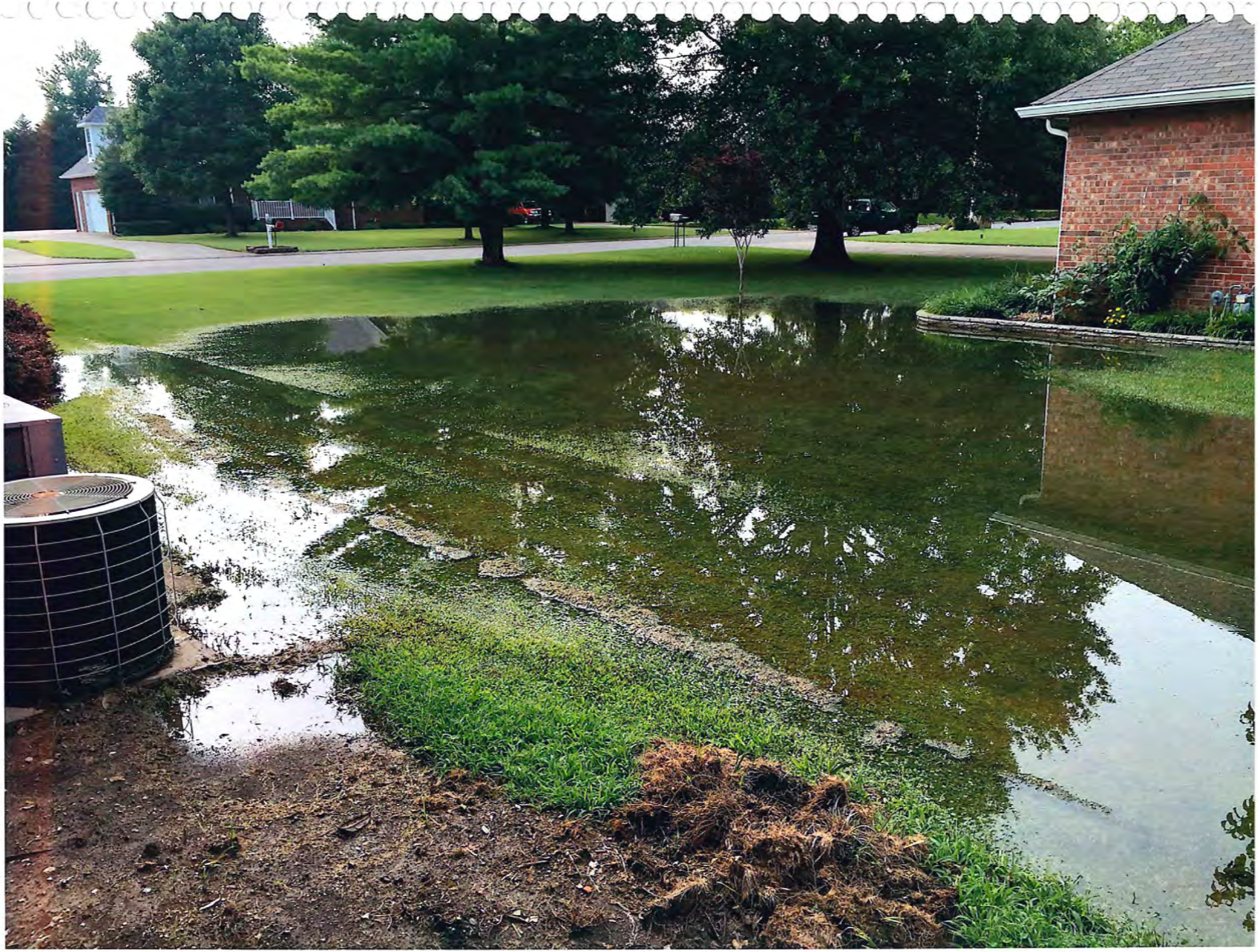
0 0.0425 0.085 0.17 km

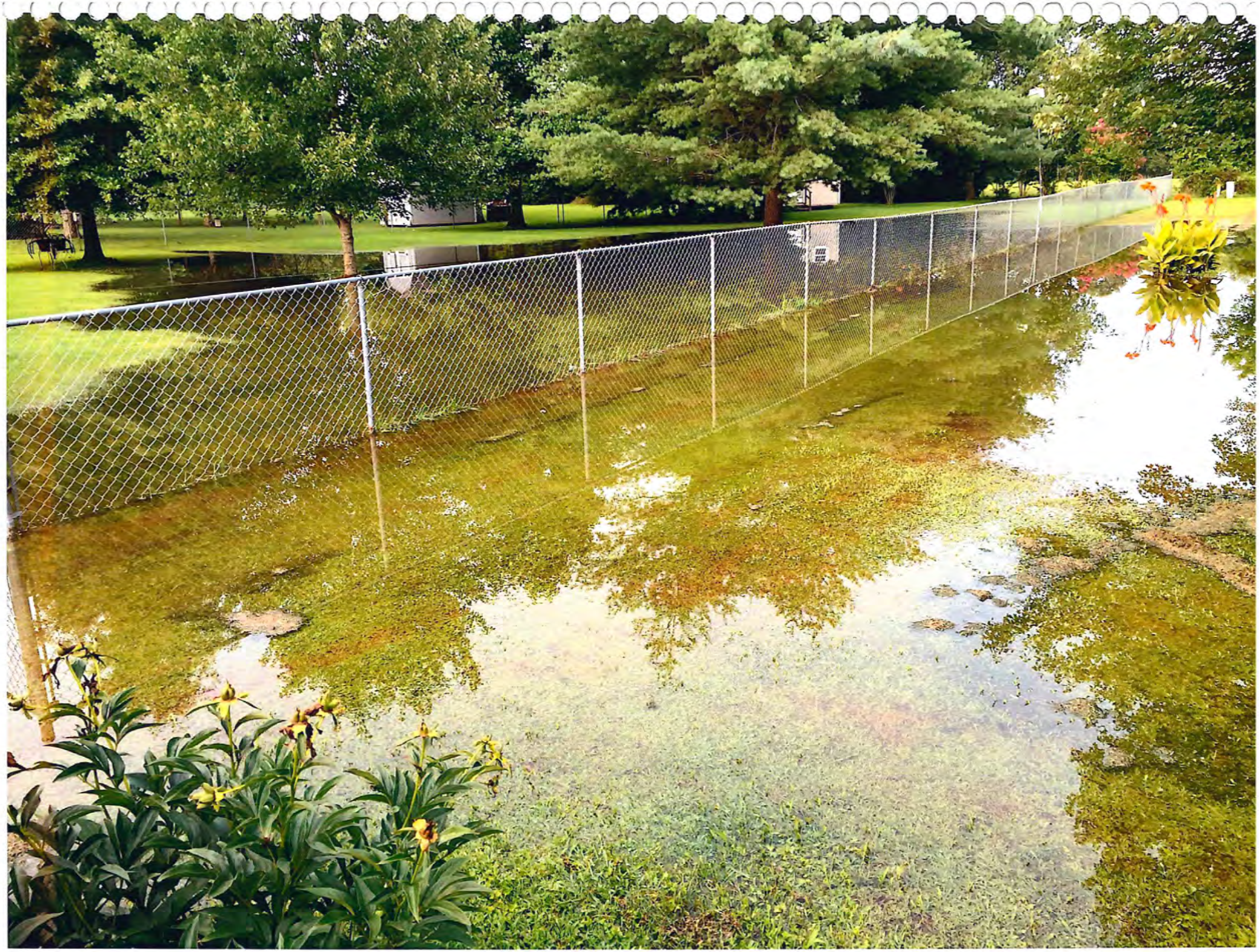
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

City of Murfreesboro IT Dept









RESOLUTION 16-R-PS-09 to adopt a Plan of Services for approximately 16.5 acres along West Thompson Lane, Jordan Family General Partnership and Mr. John Massey, applicants. [2015-509]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on February 3, 2016 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on May 5, 2016, pursuant to a Resolution passed and adopted by the City Council on March 3, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on April 18, 2016; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 16-R-A-09**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

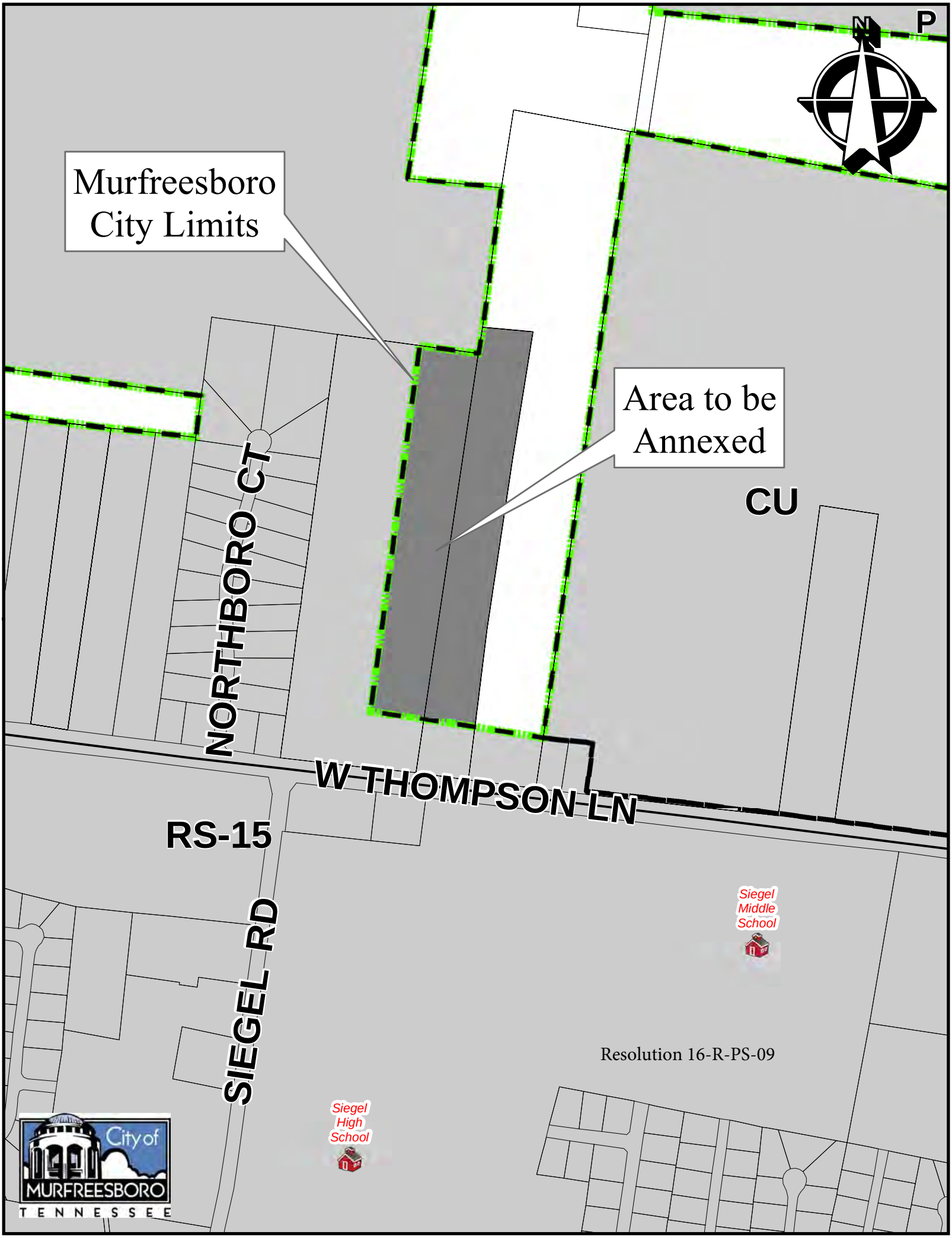
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Resolution 16-R-PS-09

ANNEXATION REPORT FOR PROPERTY LOCATED AT 444 AND 560 WEST THOMPSON LANE INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
February 3, 2016

Study Area
NORTHBORO CT
SIEGEL RD
W THOMPSON LN
City of
MURFREESBORO
TENNESSEE

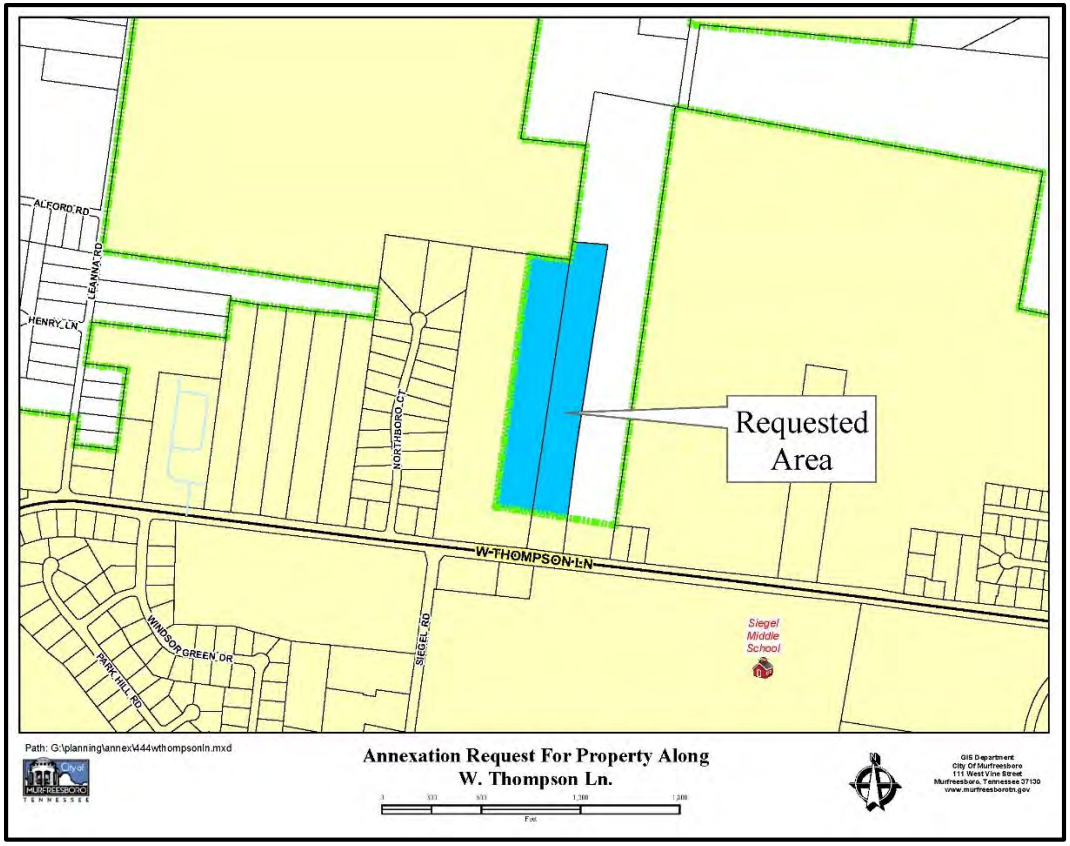
INTRODUCTION

OVERVIEW

The area studied in this Plan of Services includes 16.2 acres spanning across two parcels (Tax Map 58, Parcels 81 and 82) located at 444 and 560 West Thompson Lane. Portions of both parcels already lie within the City. The study area adjoins the City on the south, west, and northwest, while the areas to the east and northeast lie within the unincorporated County.

The applicant, Mr. Will Jordan representing Jordan Family General Partnership, has requested rezoning simultaneous with annexation. If approved by the City Council, both parcels would be rezoned PRD (Planned Residential Development).

The parcels are located within the City of Murfreesboro's Urban Growth Boundary.

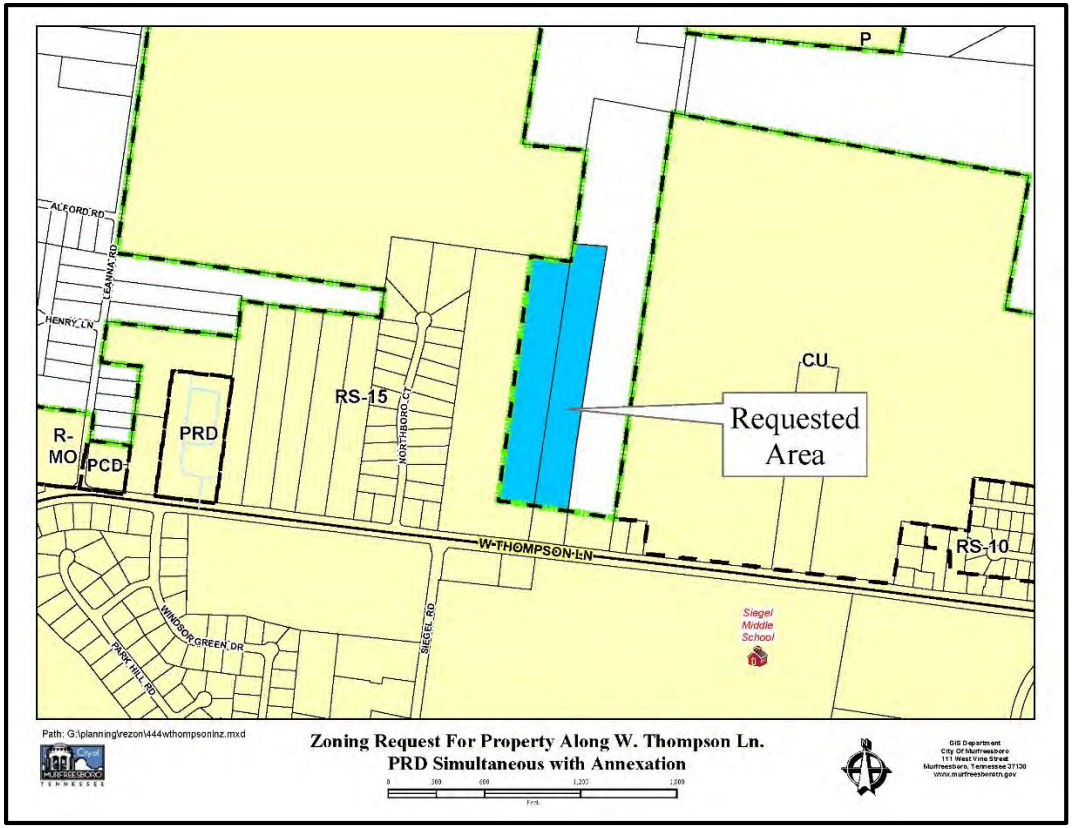


CITY ZONING

The applicant has requested PRD (Planned Residential Development) zoning for the study area simultaneous with annexation. The property is presently zoned RM (Residential – Medium Density) in the County.

The study area lies within two parcels, portions of which are already within the City limits and are zoned RS-15 (Single-Family Residential). The applicant's proposed planned development would cover the entirety of both parcels.

The Northboro subdivision to the west is zoned RS-15 (Single-Family Residential). A City-owned, RS-15 zoned property known as the "Jordan Farm" lies to the northwest of the study area. The adjacent parcel to the east and northeast of the study area lies mostly within the County and is zoned RM (Residential – Medium Density). Siegel Middle School and an electric substation lie south of the study area; these parcels are zoned RS-15.

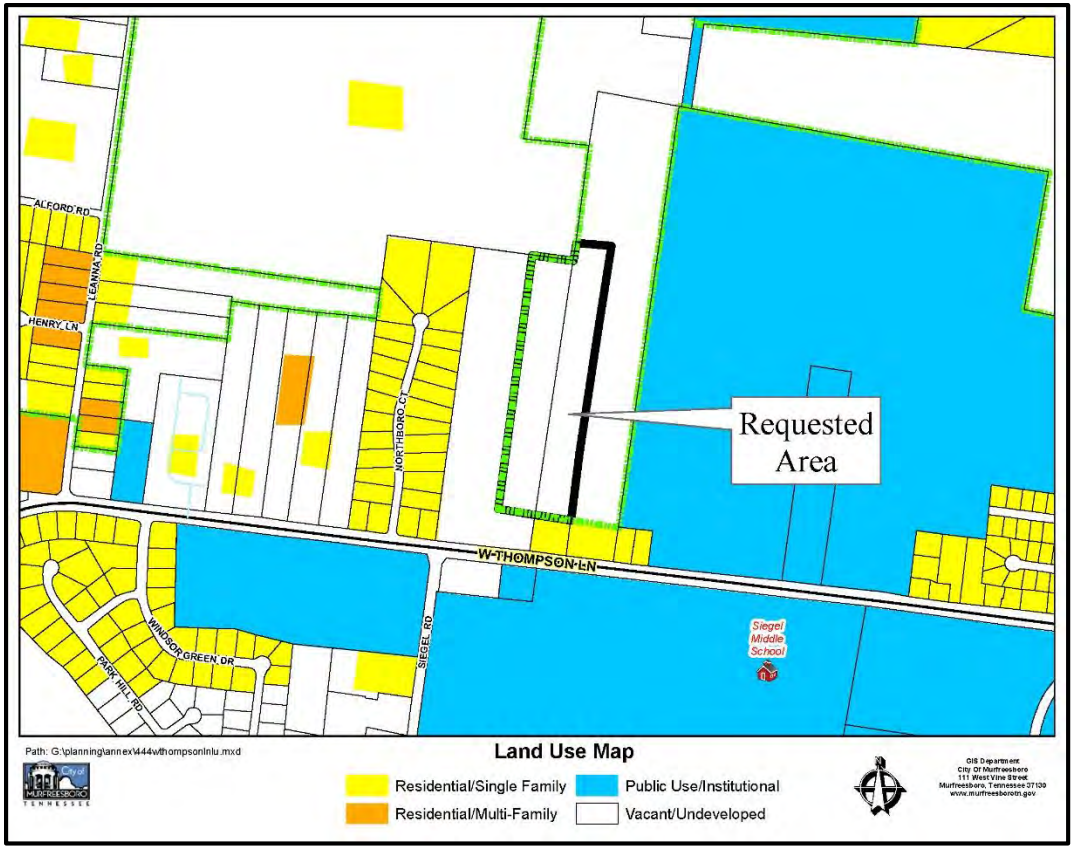


PRESENT AND SURROUNDING LAND USE

The study area consists of portions of two parcels. The property at 560 West Thompson Lane (Parcel 82) consists of approximately 24 acres, 7.7 of which are included in the annexation request. The portion of the parcel that already lies within the City houses a horse boarding facility.

The property at 444 West Thompson Lane (Parcel 81) consists of approximately nine acres, 8.5 of which are included in the annexation request. The portion of the parcel that already lies within the City includes two single-family houses.

Properties near the study area include a mix of land uses. Northboro, a residential subdivision to the west, features lots ranging from 19,000 square feet to greater than one acre. An electric substation and Siegel Middle School are located south of the study area. The City-owned Jordan Farm property is located to the northwest. A 22.5-acre residential property is located to the east and northeast. Other major owners/occupants in the vicinity include Miller Coliseum (east of study area), Northside Baptist Church (southwest of study area), and Siegel High School (south of study area).



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state. (Note that the Jordan Family Real Estate property listed on the table below currently receives a greenbelt rollback assessment. The table assumes that the property will no longer qualify for the greenbelt rollback assessment upon sale and development.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
John Alton Massey	7.70	$100,900	$0	$25,225	$320.43
Jordan Family Real Estate	8.50	$66,300	$0	$16,575	$210.55
Total	**16.20**	**$167,200**	**$0**	**$41,800**	**$530.98**

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro. (Note that the table below takes the entirety of both subject parcels into account.)

Table II
Per Capita State Revenue Estimates

General Fund	**Per Capita Amount**
State Sales Tax	$70.00
State Beer Tax	$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	$2.05
Gross Receipts (TVA in-lieu taxes)	$11.00
Total General Revenue Per Capita	$83.55
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$25.91
Total Per Capita (General and State Street Aid Funds)	$109.46
Total State-Shared Revenues (based on full build-out at 2.58 persons per dwelling unit with requested density of 178 units)	**$50,268**

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place. Adding the state-shared revenue projections to the property tax revenue projections equals annual tax revenues of $50,268.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

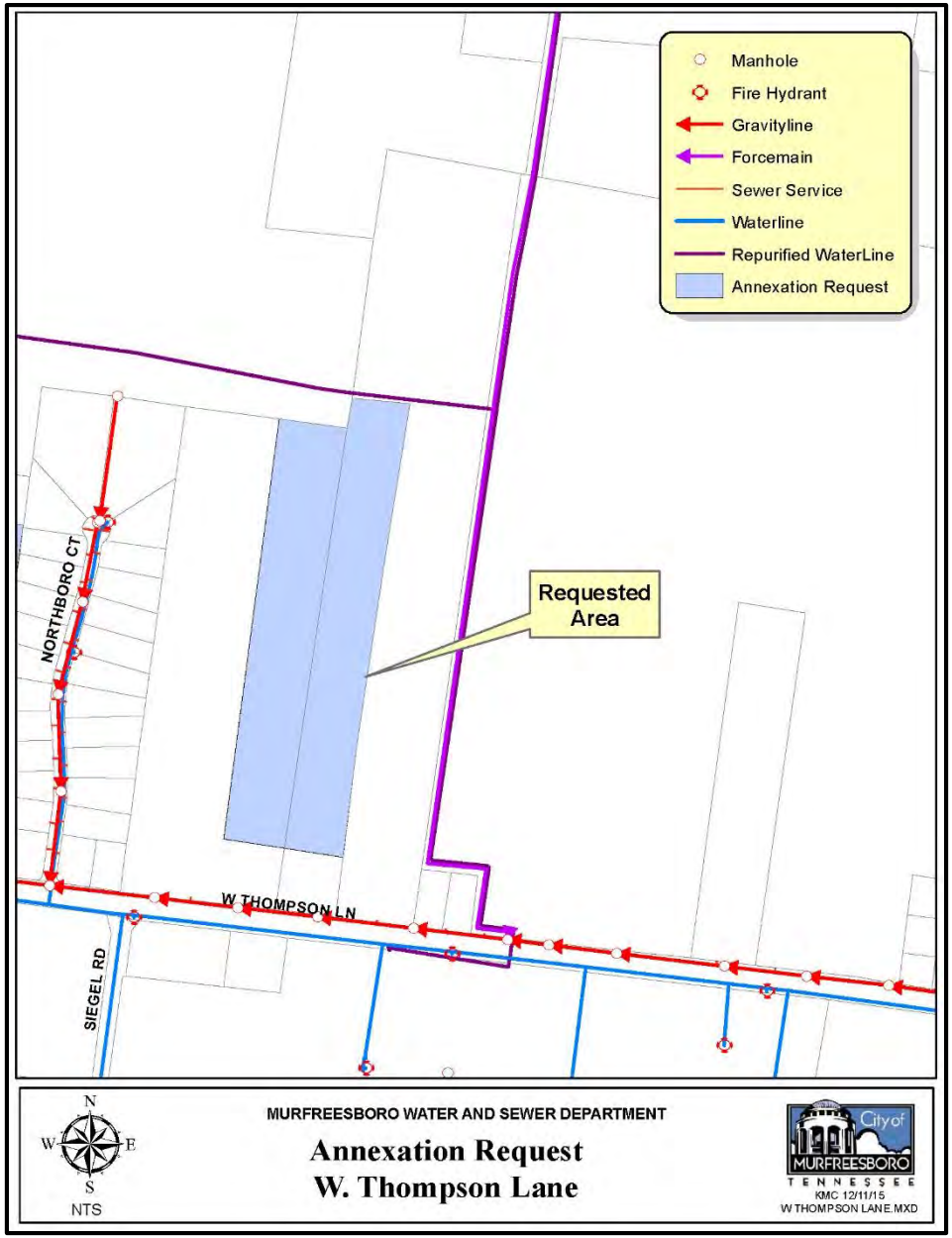
The two parcels that include the study area currently have access to West Thompson Lane, which is both a major arterial and a state route. The City's Major Thoroughfare Plan indicates that West Thompson Lane should be upgraded to a five-lane roadway with curb and gutter. Design plans are currently under development. The developer should anticipate dedicating right-of-way and easements and participating in street improvements on West Thompson Lane as a requirement of property development. Any new roads associated with development of the property must adhere to the City's Standard Street Specifications. The developer must be particularly attentive to potential traffic impacts and alignment conflicts, particularly near Siegel Road and the driveway serving Siegel High School.

WATER SERVICE

The study area lies within the Murfreesboro Water and Sewer Department (MWSD) service area. A 20-inch water main running along the southern side of West Thompson Lane is adequate for providing domestic water service and maintaining proper fire flows for any future development. The developer is responsible for extending water service to the subject property; doing so will require a bore under West Thompson Lane to the proposed development. Any new water line development must be done in accordance with MWSD's development policies and procedures. The blue lines on the adjacent map represent existing water lines.

REPURIFIED WATER SERVICE

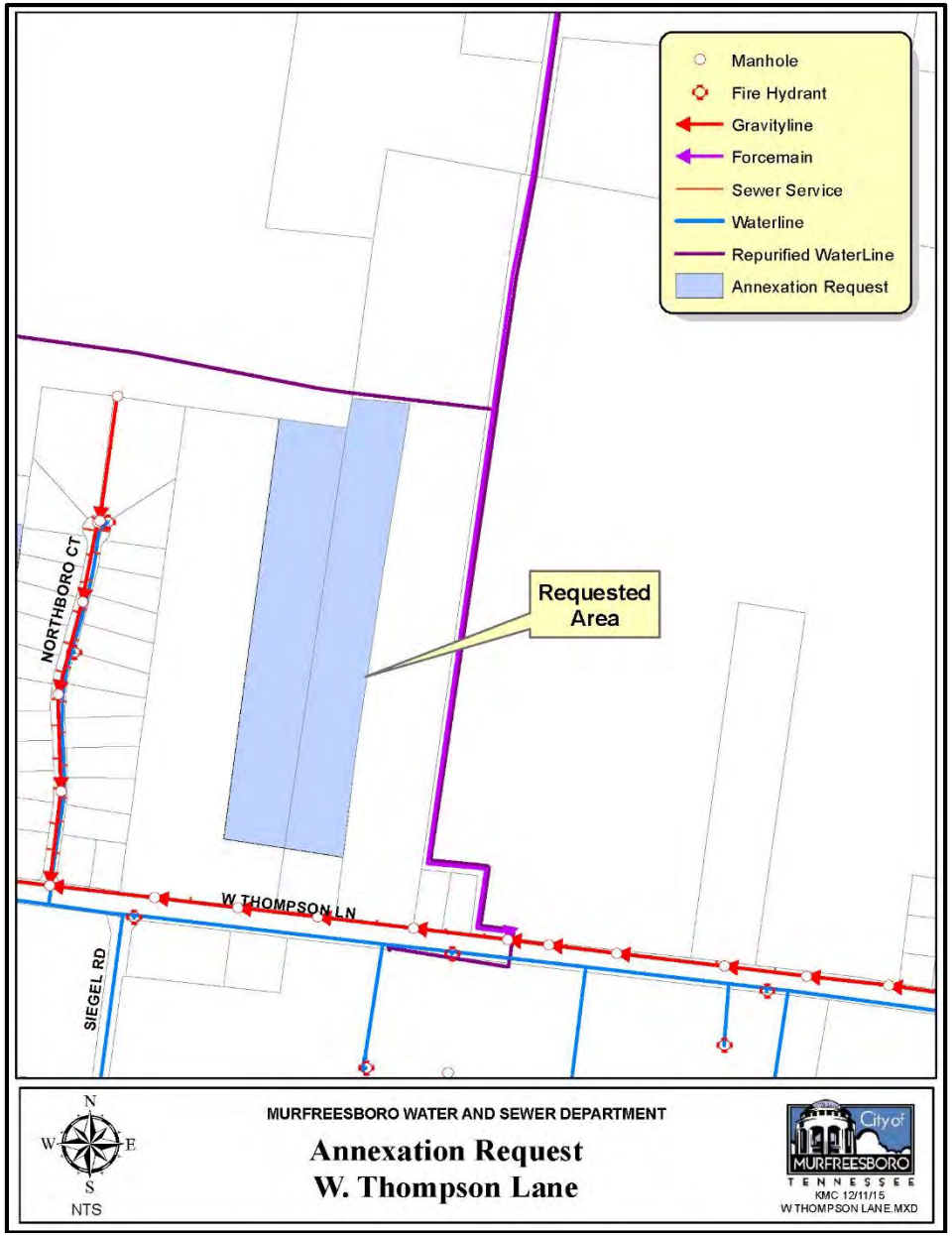
Repurified water is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." An existing 24-inch water main is available to serve the study area if desired. Any new repurified water development must be done in accordance with MWSD's development policies and procedures. The purple lines on the adjacent map represent existing repurified water lines.



SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property will be served by an existing 18-inch sanitary sewer main located within the right-of-way along West Thompson Lane. The developer's design engineer shall be responsible for verifying which portions of the property can be served by gravity and which portions require grinder pumps. These findings shall be reported to MWSD as soon as possible. Only single-family properties can be served by individual grinder pumps. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

The red lines on the adjacent map represent existing sewer lines.

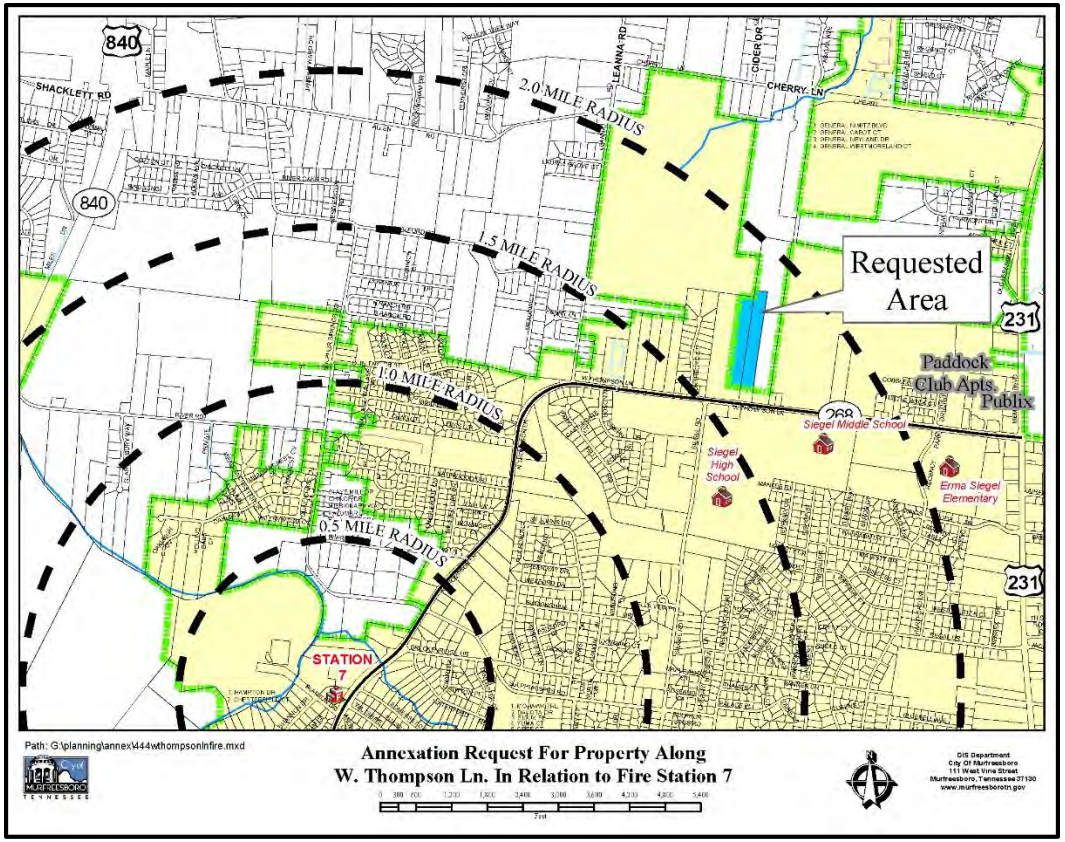


FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department policies and procedures. Current guidelines recommend fire hydrants be more than 500 feet apart.

An existing 20-inch Murfreesboro Water and Sewer Department water line along West Thompson Lane is able to provide adequate fire flows and fire protection on the subject property. The closest fire station to the subject tract is Fire Station #7, located at 2715 North Thompson Lane, 1.8 miles from the study area. Additionally, Station #6, located at 2302 Memorial Boulevard, is 2.5 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.

The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Friday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

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

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

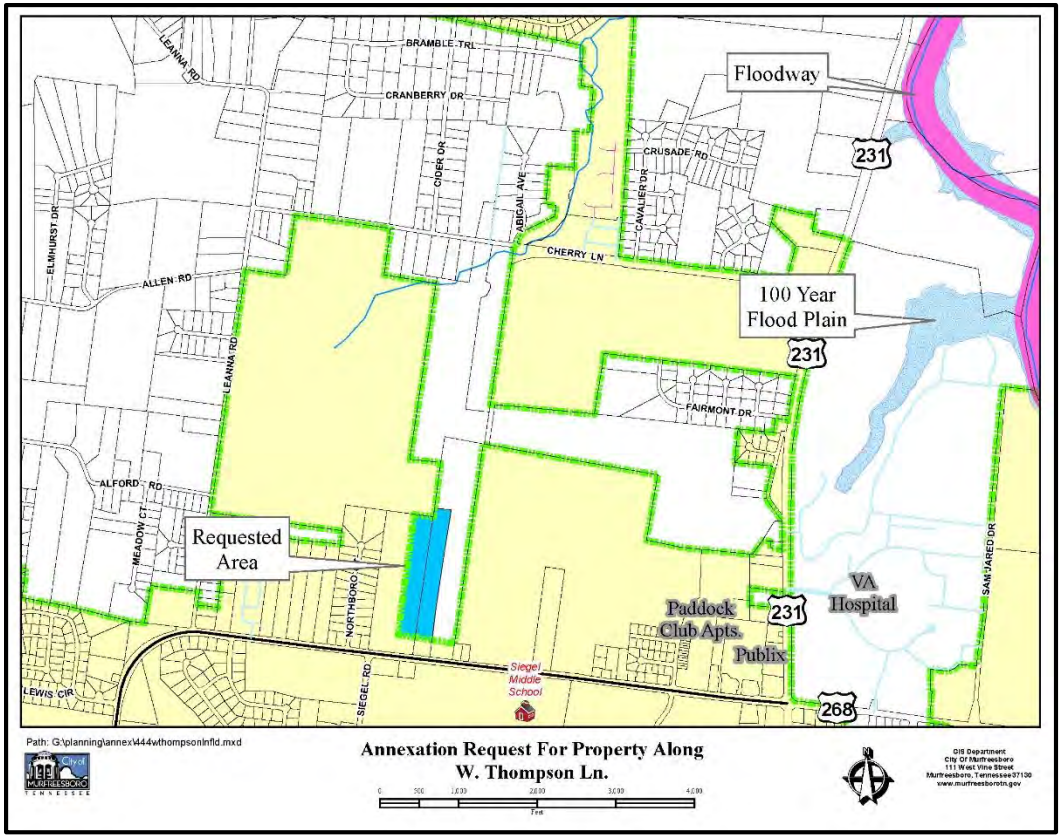
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

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



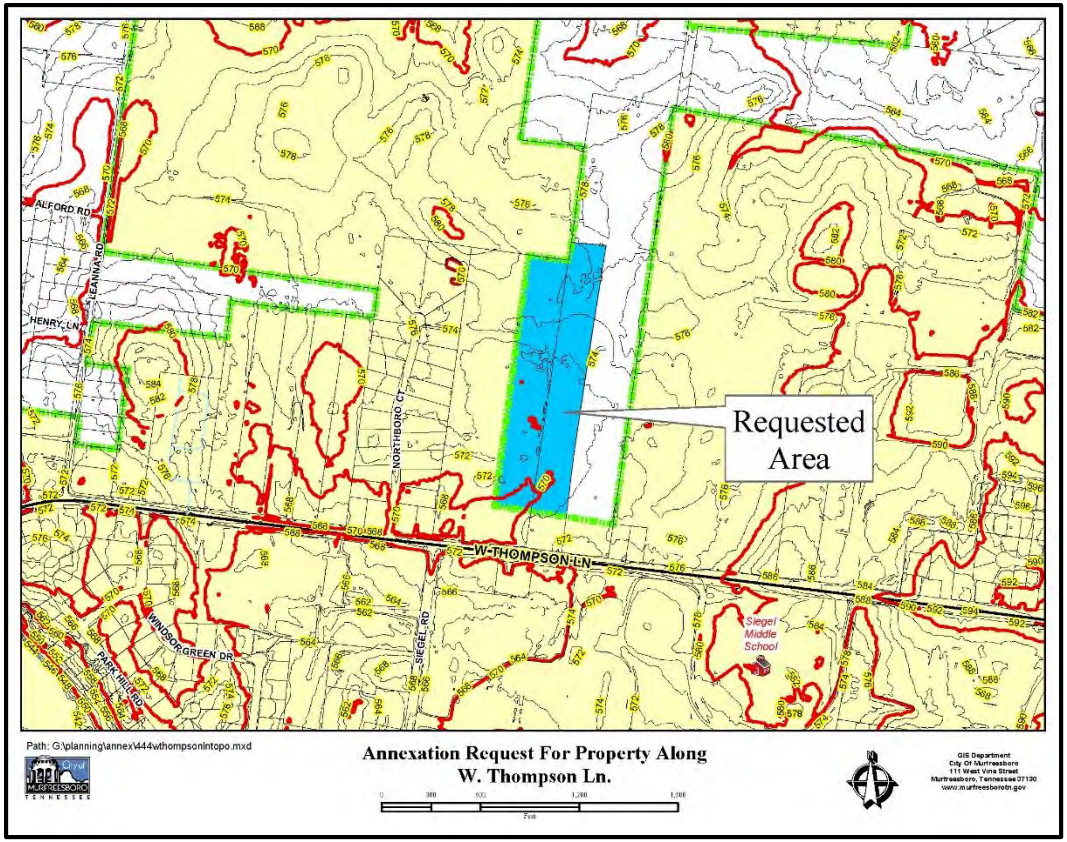
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. A review of the topographic map for the study area shows that the property drains poorly to internal closed depressions and generally southward to the right-of-way of West Thompson Lane. Historical aerial photography indicates several areas of ponded water following rain events, and the overland drainage route to West Thompson Lane is poorly developed. Future development plans should address the existing drainage conditions as well as the Hooper Bottoms Master Plan.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed PRD zoning, this property has the potential to generate $2,500 in Stormwater Utility Fees annually upon full development.

New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

RESOLUTION 16-R-A-09 to annex approximately 16.5 acres along West Thompson Lane, Jordan Family General Partnership and Mr. John Massey, applicants. [2015-509]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 16-R-PS-09** on May 5, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on February 3, 2016 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 16-OZ-09,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

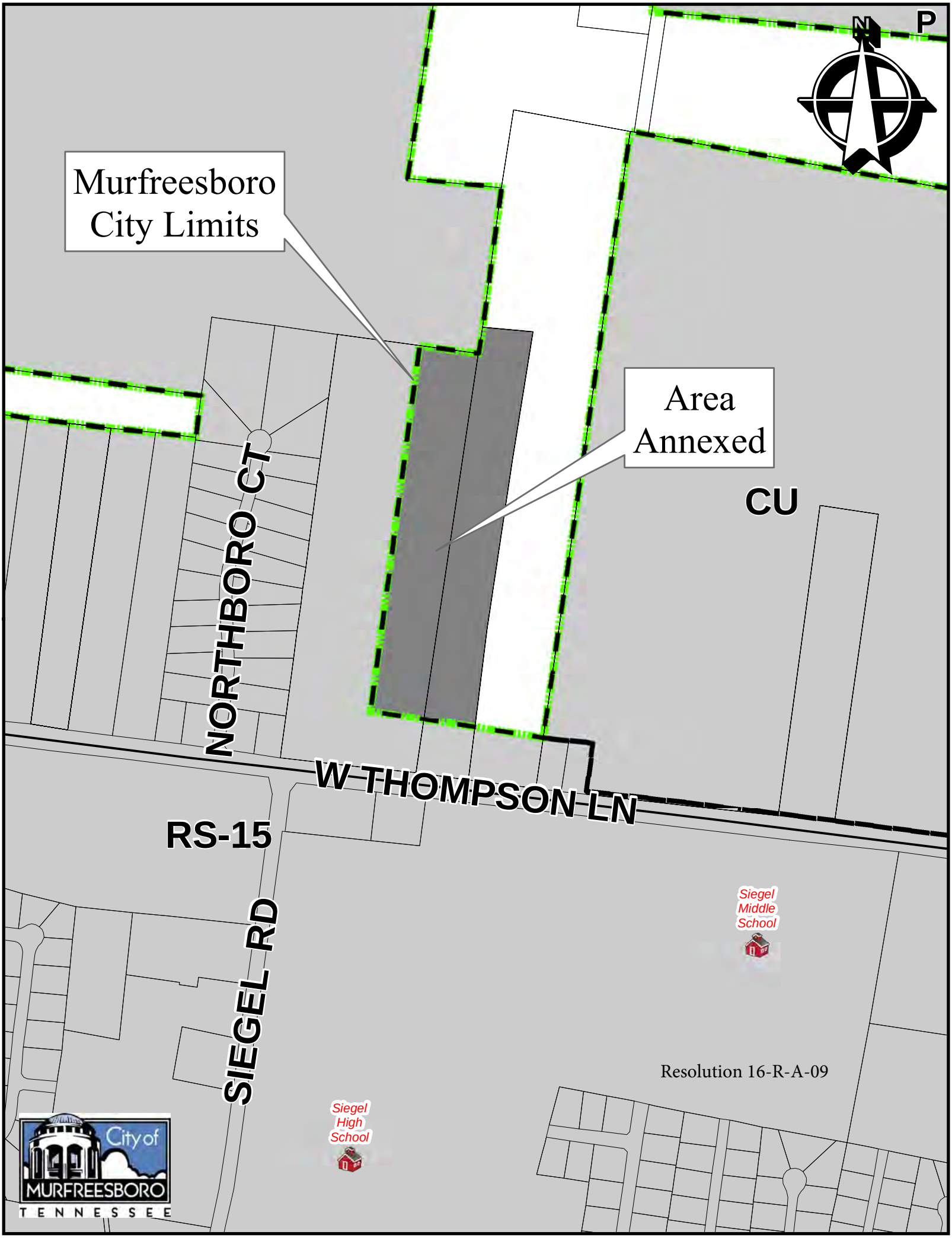
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL


N
P
Murfreesboro City Limits
Area Annexed
CU
NORTHBORO CT
W THOMPSON LN
RS-15
SIEGEL RD
Siegel Middle School
Siegel High School
Resolution 16-R-A-09
City of MURFREESBORO TENNESSEE

ORDINANCE 16-OZ-09 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to zone approximately 16.5 acres along West Thompson Lane as Planned Residential Development (PRD) District and to rezone approximately 16.5 acres along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District; Blue Sky Construction, applicant. [2015-431]

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone and 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 be zoned or rezoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

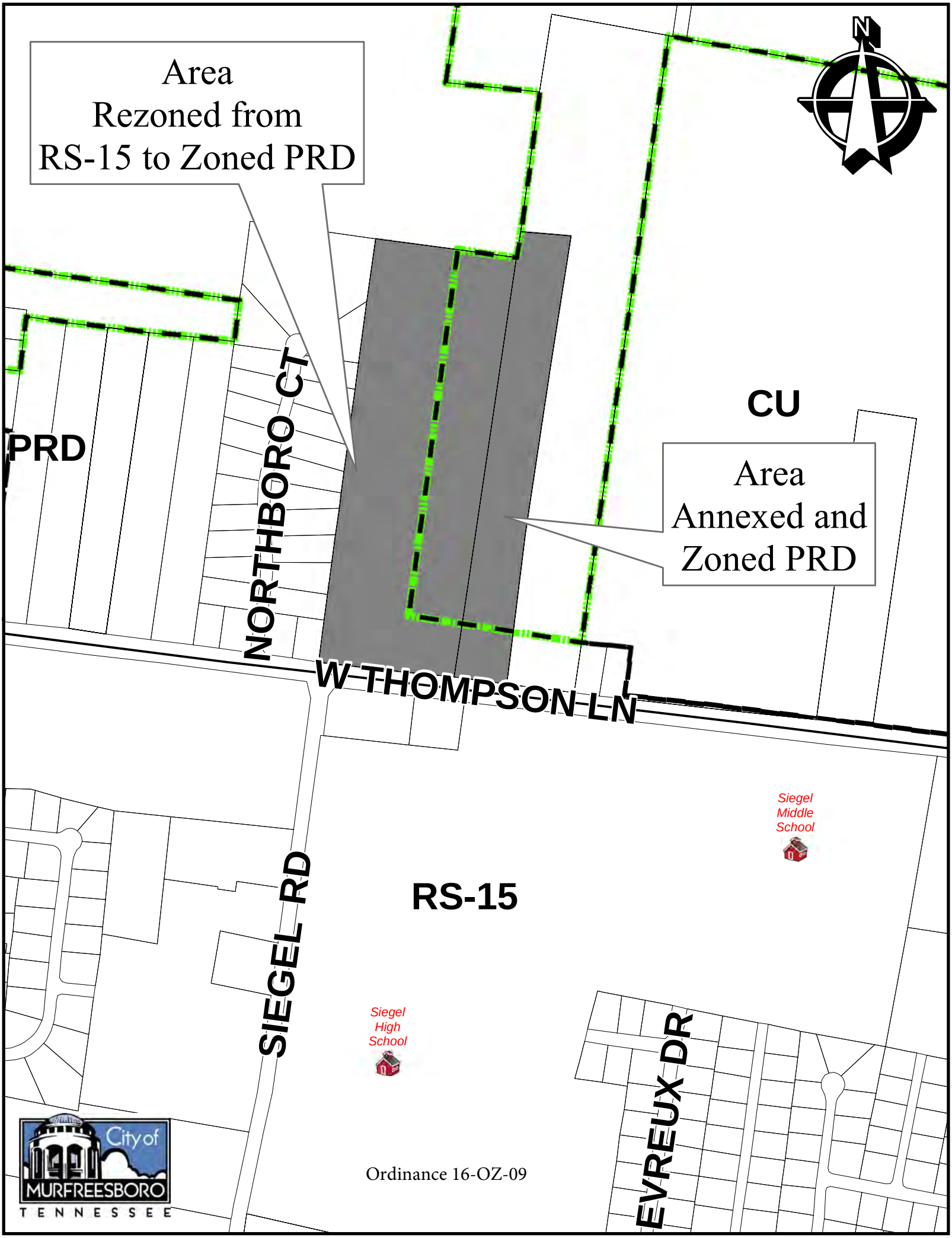
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-09

City of MURFREESBORO
TENNESSEE
. . . creating a better quality of life.

Regular Agenda

May 5, 2016

Honorable Mayor McFarland and Members of City Council:

A. Contract for the Design of Jones Blvd Improvements (Ridgely Road to Northfield Blvd.)
B. Contract for the Design of St. Clair Street Improvements (Memorial Blvd. to Walnut Street)
C. Contract Amendment for the Design of Brinkley Road Improvements (SR-96 to Manson Pike)

Item A. Contract for the Design of Jones Blvd Improvements (Ridgely Road to Northfield Blvd.)

As an agenda item for the May 5, 2016 City Council meeting, City Council is recommended to approve the Contract for the design of Jones Blvd. Improvements (Ridgely Road to Northfield Blvd.)

Background

The project will consist of improving Jones Blvd. from its intersection with Ridgely Road and proceeding north to the intersection of West Northfield Blvd. A project layout plan is included for your use. The project consists of improving approximately 8,000 linear feet of roadway.

The purpose of this roadway project is to improve Jones Blvd to meet Community Collector standards. Additional improvements will include the pedestrian connectivity through the inclusion of bike lanes and sidewalks along Jones Blvd. focusing on connectivity to the Mitchell Nelson schools. The proposed project will also connect sidewalks on Jones Blvd to existing sidewalk systems on Ridgely Road and West Northfield Blvd.

The design services provided by SEC, Inc. will include the survey, preliminary and final design of the roadway, bike lanes, traffic signal, preparation of exhibits and descriptions for any required property acquisition, bidding services and construction administrative services as outlined in Exhibit A of the contract.

Fiscal Impact

The contract will be on a Time and Material basis, not to exceed amount of $450,090 with funding available from the current bond issue.

Recommendation

Staff recommends approval of the design contract with SEC, Inc. subject to review by the City Attorney.

Attachments

1. Project Layout Plan
2. Design contract of the Jones Blvd. Improvement project from Ridgely Road to West Northfield Blvd.

Item B. Contract for the Design of St. Clair Street Improvements (Memorial Blvd. to Walnut Street)

As an agenda item for the May 5, 2016 City Council meeting, City Council is recommended to approve a contract for the design of St. Clair Street Improvements.

Background

The project will consist of improving St. Clair Street from its intersection with Memorial Blvd. and extending east to the intersection of Walnut Street. The project consists of improving approximately 1,100 linear feet of roadway. A project layout plan is included for your use.

The purpose of this roadway project is to improve St. Clair Street to meet Commercial Collector standards due to an expected increase of traffic due to modifications of Memorial Boulevard in the ongoing Broad and Memorial project. Additional improvements will include the pedestrian connectivity with the inclusion of sidewalks.

The design services provided by Huddleston-Steele Engineering, Inc. will include the survey, preliminary and final design of the roadway, traffic signal, preparation of exhibits and descriptions for any required property acquisition, bidding services and construction administrative services as outlined in Exhibit A of the contract.

Fiscal Impact

The contract will be on a Time and Material basis, not to exceed amount of $95,500, funded from State Street Aid.

Recommendation

Staff recommends approval of the design contract with Huddleston-Steele Engineering, Inc. subject to review by the City Attorney.

Attachments

1. Project Layout Plan
2. The design contract for the St. Clair Street Improvement project from Memorial Blvd. to Walnut Street.

Item C. Replacement Contract for the Design of Brinkley Road Improvements (SR-96 to Manson Pike)

As an agenda item for the May 5, 2016 City Council meeting, City Council is recommended to replace an existing contract for the design of Brinkley Road Improvements (SR-96 to Manson Pike).

Background

City Council previously approved the design contract with SEC, Inc. on August 16, 2007 to provide engineering design services for improvements to Brinkley Road from its intersection with SR-96 (Franklin Road) and proceeding north to the intersection of Manson Pike. The project consists of approximately 11,000 linear feet of roadway with improvements to Blaze Drive from its intersection with Brinkley Drive to the entrance to Blackman High School. A project layout plan is included for your review. The project will improve Brinkley Road to meet Minor Arterial standards and includes pedestrian connectivity to the Blackman school campuses with the inclusion of sidewalks.

The initial design contract was a lump sum contract in which the fee would be based on a percent of the construction cost. Due to fluctuating construction cost over the past few years, staff believes a not to exceed design fee is more appropriate to both the City and consultant. The new contract would convert the "Percent of Construction Cost" contract to a "Time and Material not to Exceed" type. The new contract fee also includes permitting, property exhibits and descriptions for property acquisition as well as the hydraulic analysis of the bridge near Blaze Drive which were not included in the previous contract.

Staff negotiated the fee amount with the Engineer based on the estimated amount of completion of the design as well as the level of effort required to complete the additional tasks. A copy of the new contract is attached.

Fiscal Impact

As mentioned previously, the new contract is based on actual Time and Materials used with a not to exceed amount of $575,000 with funding from TML loans.

Recommendation

Staff recommends approval of the design contract in an amount not to exceed $575,000 subject to review by the City Attorney.

Attachments

1. Project Layout Plan
2. The design contract of the Brinkley Road Improvement project from SR-96 to Manson Pike.

Thank you for your consideration.

Sincerely,

Chris Griffith
City Engineer

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and SEC, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of Jones Boulevard from its intersection with Ridgley Avenue and proceeding north to the intersection of W Northfield Boulevard for approximately 8,000 l.f. in Murfreesboro, Tennessee. The project includes design for a three-lane curb and gutter section, bike lanes, sidewalk, traffic signal, sanitary sewer design, and waterline design, to City of Murfreesboro standards (hereinafter called the Project). The improvements would result in Jones Boulevard meeting the Community Collector standards.

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

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

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

~~1.2 Study and Report Phase~~
~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data;~~
~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies,~~

~~and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications ~~(which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute)~~.

1.4.2 Provide technical criteria, written descriptions and design data for ~~OWNER's~~ use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the

OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Biding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase
During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (2013 ed.) of the Engineer's Joint Contract Documents Committee. The Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such

observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. As OWNERS's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9

Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such

work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

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

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

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

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

2.1.4 Providing renderings or models for OWNER's use.

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

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

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

in lieu of furnishing the same in accordance with paragraph 3.4.

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

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

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

2.1.11 ~~Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

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

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

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

2.2 Required Additional Services

(See Sections 8.3 and 8.5)

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

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

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

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

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

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

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

SECTION 3
OWNER'S RESPONSIBILITY

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

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

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

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

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

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

~~3.4.5 property descriptions;~~

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

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

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

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

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

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

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

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

coordinating the activities among the various prime contractors.

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

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

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

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

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

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of

separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2 If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning ~~and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

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

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **$450,090.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to _ % of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be~~

~~added to the aforementioned not-to-exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost-plus or incentive savings provisions for Contractor's basic compensation, ___% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.~~
~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

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

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule ~~Salary Costs times a factor of 2.75~~.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

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

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

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

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

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

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

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4.~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,~~

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

~~*Phase*~~	~~*Percentage*~~
~~Study and Report~~	~~NA~~
~~Preliminary Design~~	~~35%~~
~~Final Design~~	~~40%~~
~~Bidding or Negotiating~~	~~5%~~
~~Construction~~	~~20%~~
~~Operational~~	~~NA~~
	~~100%~~

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

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

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1.

SECTION 6
CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of

probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advice and consent of OWNER, what types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project.. Any reuse without

written verification or adaption by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

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

7.4 Controlling Law

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

7.5 Successors and Assigns

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

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

7.6 Dispute Resolution

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

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

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

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

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of __ pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

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

purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Princial Engineer	$145/hour
Senior Engineer	$125/hour
Project Manager	$125/hour
Senior Surveyor	$120/hour
Survey Manager	$110 /hour
Design Engineer	$100/hour
Landscape Architect	$100/hour
Staff R.L.S	$100/hour
Site Designer	$ 80/hour
Survey Technician	$ 65/hour
Staff Technician	$ 50/hour
Technical/Clerical Support	$ 50/hour
2-Man Survey Crew	$105/hour
3-Man Survey Crew	$145/hour
GPS Survey Crew	$135/hour
1-Man GPS/Robotic Crew	$100/hour
EB RTK Drone Aerial Mapping Services	$225/hour
Aerial Post Processing	$125/hour

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

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

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

OWNER:

CITY OF MURFREESBORO

By: _____

Title: _____

Address for giving notice:
Engineering Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

APPROVED AS TO FORM:

_____
Attorney for the City of Murfreesboro, Tennessee

ENGINEER:

SEC, Inc.

By: _____

Title:

Address for giving notice:
850 Middle TN. Blvd
Murfreesboro, Tennessee 37129
Phone 615-890-7901

EXHIBIT A

FURTHER DESICRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

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

2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.

4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

   The Project will be designed in one phase. Phase 1 (Jones Blvd.) is defined as beginning at its intersection with Ridgley Ave. and proceeding north to the intersection of W. Northfield Blvd. for approximately 8,000 feet.

   Phase 1: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

   Phase 1: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to

proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

   The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

   Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

   Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.

B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:

- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.
- Maximize continued pro-active planning during construction to reduce problems during execution.
- Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.
- Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.
- Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.
- Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.
- Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.
- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

    b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.

    c. Coordinate with the local utility providers when the following tests are required:
        i. Low Pressure Air Testing of Sanitary Sewer
        ii. Infiltration/Exfiltration Testing
        iii. Manhole Vacuum Testing

5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Reports:*
    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. *Completion:*
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.

Scope of Services for Providing Record Survey

Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:

B6.03 Record Surveying Services

A. ENGINEER shall provide the following surveying services to establish Record drawings for the Jones Boulevard improvements. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:

a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.
b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.

B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:

a. Potable Water Main – horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.
b. Sanitary Sewer – horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.
c. Storm Sewer – horizontal location of manholes, inlets and junctions and inverts of pipe.
d. Underground Electrical/Telephone/Cable – horizontal location of conduit bank will be based on input from project walk-through with project superintendent.
e. Overhead Electric/Telephone/Cable – horizontal location of pole line.
f. Natural Gas Mains – All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.

C. The Record survey **shall not consist** of the following attributes unless directed by Owner to capture said attributes:

a. Sub-grade elevations within the cross-section of the proposed roadway.
b. Curb line horizontal or vertical locations.
c. Final topographic elevations of roadway after serving its intended use.

APPENDIX 1 TO EXHIBIT B

Estimated Costs for Project Manager during Construction Operations

Project Manager Hourly Rate = $125.00 / hr.

Phase 1
Construction Contract Duration = 430 calendar days.
Assumed Workable Construction Days = (5/7) x 430 = 307 days
Estimated Work hours per Day = 1 hour
Projected Cost for Phase 1 = 307 days x 1 hr/day x $125.00 = $38,375.00

Total Estimated Costs for Project Manager = $38,375.00

Estimated Costs for Record Construction Drawings

Two-Man Survey Crew Hourly Rate = $105.00 / hour
Site Designer Hourly Rate = $80.00 / hour

Construction Contract Duration = 430 calendar days
Assumed Days Required for As-Built Survey = (1/7) x 430 = 61 days.
Estimated Work hours per Day of 2-Man Survey Crew = 3 hours/day
Estimated CAD Tech Time for Drawings = 3 hours/day
Total = 61 days x 3 hrs/day x ($105.00/hr + $80.00/hr) = $33,855.00
Total Estimated Costs for Record Drawings = $33,855.00

Total Estimated Costs = $38,375.00 +$33,855 = ***$72,230.00***

Note 1: All costs associated with Project Manager and Surveying Services shall be billed hourly at the rates defined in SEC's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

Note 2: Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

Note 3: ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

APPENDIX 2 TO EXHIBIT B

CIVIL ENGINEERING & LAND SURVEYING
HOURLY RATE SCHEDULE

TITLE	RATE
PRINCIPAL ENGINEER	$145.00
SENIOR ENGINEER	$125.00
SENIOR SURVEYOR	$120.00
PROJECT MANAGER	$125.00
DESIGN ENGINEER	$100.00
LANDSCAPE ARCHITECT	$100.00
STAFF R.L.S.	$100.00
SITE DESIGNER	$80.00
SURVEY MANAGER	$110.00
SURVEY/ENGINEERING TECHNICIAN	$65.00
STAFF TECHNICIAN	$50.00
TECHNICAL/CLERICAL SUPPORT	$50.00
2-MAN SURVEY CREW	$105.00
3-MAN SURVEY CREW	$145.00
GPS SURVEY CREW	$135.00
1-MAN GPS/ROBOTIC CREW	$100.00
EB RTK DRONE AERIAL MAPPING SERVICES	$225.00
AERIAL POST PROCESSING	$125.00

EXHIBIT C

DISPUTE RESOLUTION

EXHIBIT C
DISPUTE RESOLUTION PROCEDURES

1. Disputes

1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.

1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.

1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.

1.4 The parties must:

a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and

b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.

a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").

b. The parties will agree upon the Arbitrator within five days of the Notice.

c If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each

Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

a. Each Party's Proposed Resolution must be fully dispositive of the dispute.

b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.

d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

3. Continuing Work Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.

4. Exceptions

4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.

4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permiting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

JONES BLVD ROAD PROJECT
(Ridgley Rd to Northfield Blvd)

Path: G:\engineer\Chris\RoadProjectsforCouncil\JonesBlvd.mxd

0 500 1,000
Feet
0 100 200
Meters

IT Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and Huddleston-Steele Engineering, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of St. Clair Street Roadway Improvements, to City of Murfreesboro standards (hereinafter called the Project).

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

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

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

~~1.2 Study and Report Phase~~
~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data:~~
~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs,~~

~~allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications ~~(which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute)~~.

1.4.2 Provide technical criteria, written descriptions and design data for ~~OWNER's~~ use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of

probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Biding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase
During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (2013 ed.) of the Engineer's Joint Contract Documents Committees said the Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. As OWNERS's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9

Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and

classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

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

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

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

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

2.1.4 Providing renderings or models for OWNER's use.

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

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

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

in lieu of furnishing the same in accordance with paragraph 3.4.

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

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

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

2.1.11 ~~Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

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

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

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

2.2 Required Additional Services

(See Sections 8.3 and 8.5)

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

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

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

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

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

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

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

SECTION 3
OWNER'S RESPONSIBILITY

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

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

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

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

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

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

~~3.4.5 property descriptions;~~

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

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

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

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

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

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

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

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

coordinating the activities among the various prime contractors.

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

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

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

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

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

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of

separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2 If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning ~~and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

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

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **$95,500.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to _% of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be~~

~~added to the aforementioned not to exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, ____% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.~~
~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

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

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule ~~Salary Costs times a factor of 2.75~~.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

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

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

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

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

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

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

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4.~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,~~

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

~~*Phase*~~	~~*Percentage*~~
~~Study and Report~~	~~NA~~
~~Preliminary Design~~	~~35%~~
~~Final Design~~	~~40%~~
~~Bidding or Negotiating~~	~~5%~~
~~Construction~~	~~20%~~
~~Operational~~	~~NA~~
	~~100%~~

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

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

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4. Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1.

SECTION 6
CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs

provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advise and consent of OWNER types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project.. Any reuse without written verification or adaption by ENGINEER for

the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

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

7.4 Controlling Law

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

7.5 Successors and Assigns

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

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

7.6 Dispute Resolution

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

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

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

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

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of __ pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

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

purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Princial Engineer	$150.00/hour
Senior Engineer	$125.00/hour
Senior Surveyor	$120.00/hour
Survey Manager	$110.00 /hour
Design Engineer	$110.00/hour
Landscape Architect	$125.00/hour
Staff R.L.S	$110.00/hour
Site Designer	$110.00/hour
Survey Technician	$80.00/hour
Staff Technician	$80.00/hour
Technical/Clerical Support	$60.00/hour
2-Man Survey Crew	$110.00/hour
3-Man Survey Crew	$150.00/hour
GPS Survey Crew	$165.00/hour
1-Man GPS/Robotic Crew	$110.00/hour

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

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

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

OWNER:

CITY OF MURFREESBORO

By: _____

Title: _____

Address for giving notice:
Engineering Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

APPROVED AS TO FORM:

_____
Attorney for the City of Murfreesboro, Tennessee

ENGINEER:

HUDDLESTON-STEELE ENGINEERING, INC.

By: _____

Title: PRESIDENT

Address for giving notice:
2115 N.W. Broad Street
Murfreesboro, Tennessee 37129
Phone: 615-893-4084

EXHIBIT A

FURTHER DESICRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

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

2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.

4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

   The Project will be designed in one phase. Phase 1 (St. Claire Street) is defined as beginning at its intersection with Memorial Boulevard and proceeding easterly to North Walnut Street approximately 1140 l.f. in Murfreesboro, Tennessee.

   Phase 1: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 180 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents, right-of-way and easement acquisition descriptions and exhibits, and permit applications and coordination. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

Phase 1: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 150 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

   The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

   Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

   Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.

B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:

- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.

- Maximize continued pro-active planning during construction to reduce problems during execution.

- Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.

- Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.

- Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.

- Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.

- Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.

- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

    b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.

    c. Coordinate with City's Inspector and the local utility providers when the following tests are required:
        i. Low Pressure Air Testing of Sanitary Sewer
        ii. Infiltration/Exfiltration Testing
        iii. Manhole Vacuum Testing

5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Reports:*
    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. *Completion:*
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. When requested by the City's Inspector, observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.

(DELETED)

APPENDIX 1 TO EXHIBIT B

Estimated Costs for Project Manager during Construction Operations

Project Manager Hourly Rate = $150.00 / hr.

Phase 1
Construction Contract Duration = 466 calendar days.
Assumed Workable Construction Days = (5/7) x 466 = 333 days
Estimated Work hours per Day = 1 hour
Projected Cost for Phase 1 = 333 days x 1 hr/day x $150.00 = $49,950.00

Total Estimated Costs for Project Manager = $49,950.00

Note 1: All costs associated with Project Manager Services shall be billed hourly at the rates defined in Huddleston-Steele's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

Note 2: Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

Note 3: ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

APPENDIX 2 TO EXHIBIT B

CIVIL ENGINEERING & LAND SURVEYING
HOURLY RATE SCHEDULE

TITLE	RATE
PRINCIPAL ENGINEER	S150.00
SENIOR ENGINEER	$125.00
SENIOR SURVEYOR	$120.00
DESIGN ENGINEER	$110.00
LANDSCAPE ARCHITECT	$125.00
STAFF R.L.S.	$110.00
SITE DESIGNER	$110.00
SURVEY MANAGER	$110.00
SURVEY/ENGINEERING TECHNICIAN	$80.00
STAFF TECHNICIAN	$80.00
TECHNICAL/CLERICAL SUPPORT	$60.00
2-MAN SURVEY CREW	$110.00
3-MAN SURVEY CREW	$150.00
GPS SURVEY CREW	$165.00
1-MAN GPS/ROBOTIC CREW	$110.00

EXHIBIT C

DISPUTE RESOLUTION

EXHIBIT C
DISPUTE RESOLUTION PROCEDURES

1. Disputes

1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.

1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.

1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.

1.4 The parties must:

a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and

b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.

a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").

b. The parties will agree upon the Arbitrator within five days of the Notice.

c If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

a. Each Party's Proposed Resolution must be fully dispositive of the dispute.

b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.

d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

3. Continuing Work Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.

4. Exceptions

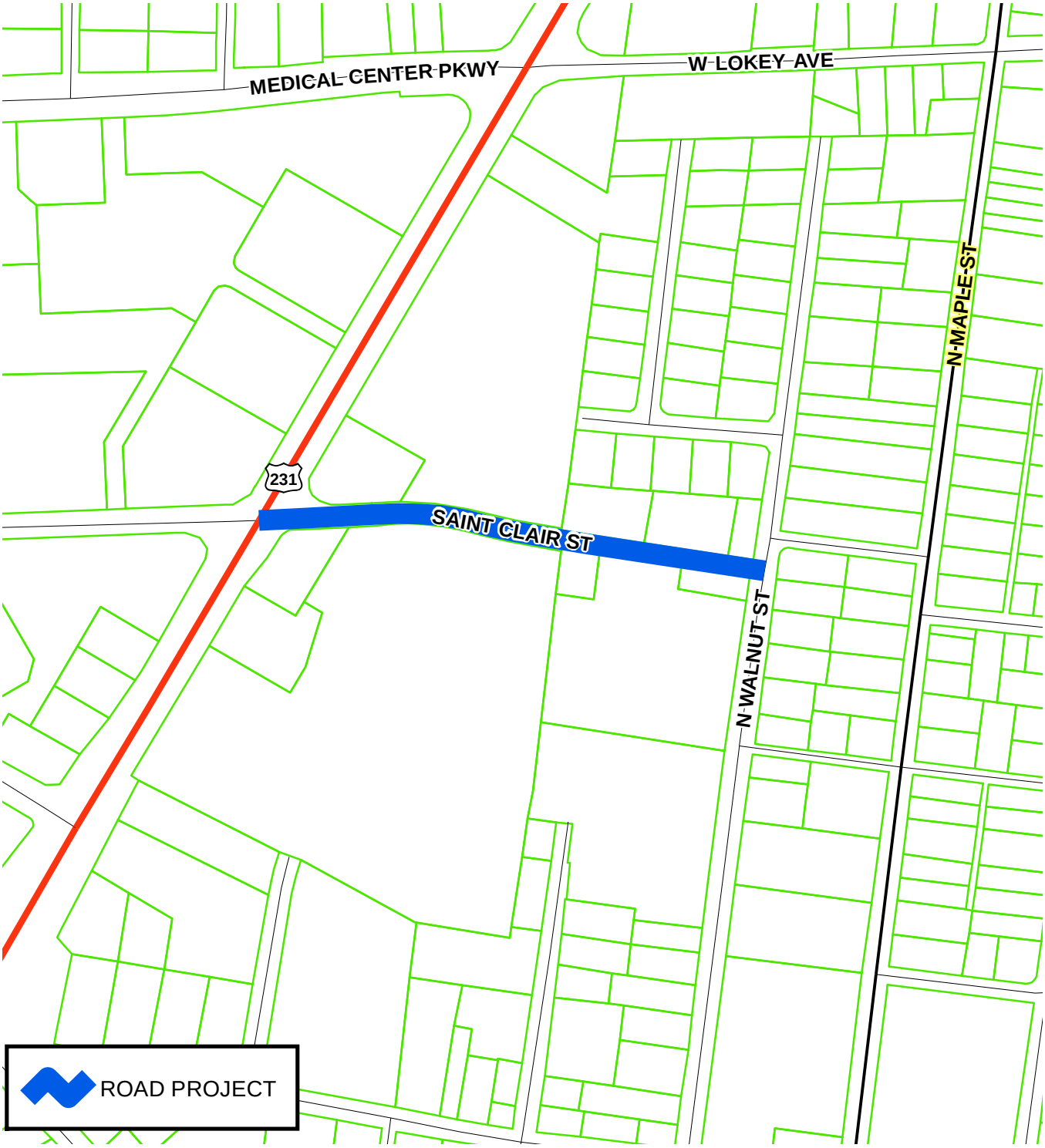
4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.

4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

ST CLAIR ST ROAD PROJECT
(Memorial Blvd to N Walnut St)



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0 200 400
Feet
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Meters

IT Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and SEC, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of Brinkley Road from its intersection with Franklin Road (S.R. 96) and proceeding north to Manson Pike in Murfreesboro, Tennessee. The improvements consist of widening approximately 2.1 linear miles of roadway. The project includes design for a three lane curb and gutter section, bridge over Overall creek and sanitary sewer design (hereinafter called the Project).

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

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

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

~~1.2 Study and Report Phase~~
~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data:~~
~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will~~ be ~~accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing~~

~~charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications ~~(which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute)~~.

1.4.2 Provide technical criteria, written descriptions and design data for ~~OWNER's~~ use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or

design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase
During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2007 edition) of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The Resident Project Representative (and any assistants) will be OWNER's agent or employee under OWNER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative."

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9 Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, on information provided by the OWNER's Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) as recommended by OWNER's Resident Project Representative and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any

subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed

construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

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

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

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

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

2.1.4 Providing renderings or models for OWNER's use.

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

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

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

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

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

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction,

materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 ~~Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

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

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

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

2.2 Required Additional Services
(See Sections 8.3 and 8.5)

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

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

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

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

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

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

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

SECTION 3
OWNER'S RESPONSIBILITY

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

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

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further

Description of Basic Engineering Services and Related Matters") the following:

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

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

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

~~3.4.5 property descriptions;~~

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

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

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

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

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

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

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

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

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

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

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

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

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

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

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

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

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

~~4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and~~ Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for

under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2 If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning ~~and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

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

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed $575,000. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to _ % of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be added to the aforementioned not-to-exceed amount. of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost-plus or incentive savings provisions for Contractor's basic compensation, ___% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.~~
~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a~~

~~factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

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

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule~~Salary Costs times a factor of 2.75~~.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

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

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

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

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

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

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

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4.~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

~~*Phase*~~	~~*Percentage*~~
~~Study and Report~~	~~NA~~
~~Preliminary Design~~	~~35%~~
~~Final Design~~	~~40%~~
~~Bidding or Negotiating~~	~~5%~~
~~Construction~~	~~20%~~
~~Operational~~	~~NA~~
	~~100%~~

5.3 Other Provisions Concerning Payments

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

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

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

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

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

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

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

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

SECTION 6
CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant

to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will be permitted to determine what types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest *bona fide* proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3," ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its cost for such services, all overhead expenses reasonably related thereto, and Reimbursable Expenses ~~but without profit to ENGINEER on account of such services~~. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the lowest *bona fide* proposal or bid exceeding the established Construction Cost.

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

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

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or

represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

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

7.4 Controlling Law

This Agreement is to be governed by the laws of the principal place of business of ENGINEER.

7.5 Successors and Assigns

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

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

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

7.6 Dispute Resolution

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

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

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

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

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of — pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and

ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

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

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

Principal Engineer	$145/hour
Senior Engineer	$125/hour
Senior Surveyor	$120/hour
Survey Manager	$110 /hour
Design Engineer	$100/hour
Landscape Architect	$100/hour
Staff R.L.S	$100/hour
Site Designer	$ 80/hour
Survey Technician	$ 65/hour
Staff Technician	$ 50/hour
Technical/Clerical Support	$ 50/hour
2-Man Survey Crew	$105/hour
3-Man Survey Crew	$145/hour
GPS Survey Crew	$135/hour
1-Man GPS/Robotic Crew	$100/hour

These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

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

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

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

OWNER:

CITY OF MURFREESBORO

By: _____

Title: _____

Address for giving notice:
Engineering Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

APPROVED AS TO FORM:

_____
Attorney for the City of Murfreesboro, Tennessee

ENGINEER:

SEC, Inc.

By: _____

Title:

Address for giving notice:
850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129
Phone: 615/890-7901

EXHIBIT A

FURTHER DESICRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

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

2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.

4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

   The Project will be designed in one phase. Phase 1 is defined as beginning at its intersection with Franklin Road (S.R. 96) and proceeding north to Manson Pike for approximately 2.10 linear miles.

   Phase 1: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 150 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

   Phase 1: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to

proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

   The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

   Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

   Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.

B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:

- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.

- Maximize continued pro-active planning during construction to reduce problems during execution.

- Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.

- Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.

- Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.

- Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.

- Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.

- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

    b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.

    c. Coordinate with the local utility providers when the following tests are required:
        i. Low Pressure Air Testing of Sanitary Sewer
        ii. Infiltration/Exfiltration Testing
        iii. Manhole Vacuum Testing

5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.

b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Reports:*

   a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.

   b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. *Completion:*

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Authorize OWNER to occupy the Project in whole or in part.

Scope of Services for Providing Record Survey

Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:

B6.03 Record Surveying Services

A. ENGINEER shall provide the following surveying services to establish Record drawings for the John Rice Boulevard and Gresham Lane Realignment. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:

a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.
b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.

B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:

a. Potable Water Main – horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.
b. Sanitary Sewer – horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.
c. Storm Sewer – horizontal location of manholes, inlets and junctions and inverts of pipe.
d. Underground Electrical/Telephone/Cable – horizontal location of conduit bank will be based on input from project walk-through with project superintendent.
e. Overhead Electric/Telephone/Cable – horizontal location of pole line.
f. Natural Gas Mains – All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.

C. The Record survey **shall not consist** of the following attributes unless directed by Owner to capture said attributes:

a. Sub-grade elevations within the cross-section of the proposed roadway.
b. Curb line horizontal or vertical locations.
c. Final topographic elevations of roadway after serving its intended use.

APPENDIX 1 TO EXHIBIT B

Estimated Costs for Project Manager during Construction Operations

Project Manager Hourly Rate = $125 / hr.

Phase 1
Construction Contract Duration = 700 calendar days.
Assumed Workable Construction Days = (5/7) x 700 = 500 days
Estimated Work hours per Day = 1 hour
Projected Cost for Phase 1 = 500 days x 1 hr/day x $125 = $62,500

Total Estimated Costs for Project Manager = $62,500

Estimated Costs for Record Construction Drawings

Two-Man Survey Crew Hourly Rate = $105.00 / hour
Site Designer Hourly Rate = $80.00 / hour

Construction Contract Duration = 700 calendar days
Assumed Days Required for As-Built Survey = (1/7) x 700 = 100 days.
Estimated Work hours per Day of 2-Man Survey Crew = 3 hours/day
Estimated CAD Tech Time for Drawings = 3 hours/day
Total = 100 days x 3 hrs/day x ($105/hr + $80/hr) = $55,500
Total Estimated Costs for Record Drawings = $55,500

Total Estimated Costs = $62,500 +$55,500 = ***$118,000***

Note 1: All costs associated with Project Manager and Surveying Services shall be billed hourly at the rates defined in SEC's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

Note 2: Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

Note 3: ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

APPENDIX 2 TO EXHIBIT B

CIVIL ENGINEERING & LAND SURVEYING
HOURLY RATE SCHEDULE

TITLE	RATE
PRINCIPAL ENGINEER	$145.00
SENIOR ENGINEER	$125.00
SENIOR SURVEYOR	$120.00
DESIGN ENGINEER	$100.00
LANDSCAPE ARCHITECT	$100.00
STAFF R.L.S.	$100.00
SITE DESIGNER	$80.00
SURVEY MANAGER	$110.00
SURVEY/ENGINEERING TECHNICIAN	$65.00
STAFF TECHNICIAN	$50.00
TECHNICAL/CLERICAL SUPPORT	$50.00
2-MAN SURVEY CREW	$105.00
3-MAN SURVEY CREW	$145.00
GPS SURVEY CREW	$135.00
1-MAN GPS/ROBOTIC CREW	$100.00

EXHIBIT C

DISPUTE RESOLUTION

7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.

7.6.4 If mediation is not successful and if the amount in dispute is less than $75,000, OWNER and ENGINEER agree to resolve their dispute by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect, subject to the following restrictions and additions.

7.6.4.1 OWNER and ENGINEER will each appoint one arbitrator, and the two arbitrators chosen will select a third arbitrator. In the alternative, OWNER and ENGINEER may agree to use an arbitration panel provided by the AAA.

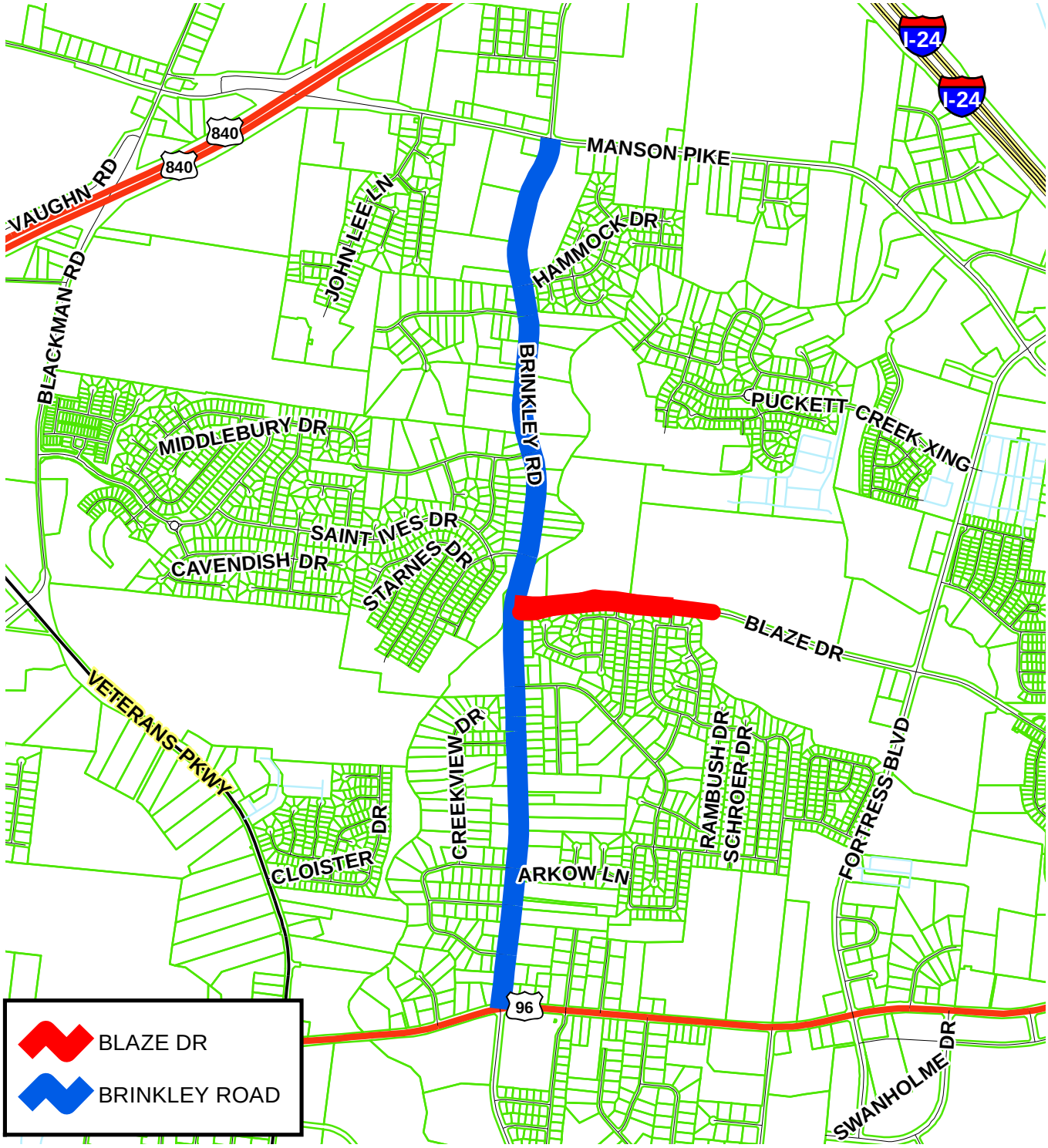
7.6.4.2 As a part of the preparation for the arbitration hearing, both the OWNER and ENGINEER shall have the right to engage in discovery to the extent that each may submit to the other up to 30 interrogatories and up to 15 requests for production of documents. In addition, each may take up to five depositions, but no deposition shall last for longer than one normal business day (eight hours). Discovery disputes shall be submitted to the arbitration panel.

7.6.5 If mediation is not successful and if the amount in dispute is $75,000 or more, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.

7.6.6 If a dispute is resolved through the procedure of paragraph 7.6.4 or paragraph 7.6.5, the prevailing party shall be entitled to recover from the other all court costs or arbitration fees.

7.6.7 If the complete resolution of a dispute requires the joinder of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEER in accordance with said paragraph. However, this paragraph 7.6.7 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

BRINKLEY RD & BLAZE DR ROAD PROJECT
(Hwy 96 to Manson Pike)



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0 500 1,000
Feet
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Meters

IT Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

May 5, 2016

Honorable Mayor and Members of the City Council:

RE: Updates to Financial Policies

Background
On September 16, 2010 the City adopted a set of financial policies to establish the framework for the City's overall fiscal planning and management, which has been amended once on November 3, 2011. The contents of the policy included guidelines on budget, fund balance, capital improvements, debt, investment and cash management. These policies do not apply to the Murfreesboro Pension Fund, Murfreesboro Electric Department, Murfreesboro Water and Sewer Department, Murfreesboro Stormwater Fund, Murfreesboro City Schools, Evergreen Cemetery or any of their related funds. The policies were established with the recognition that they would need to be reviewed and updated and recognize changes to laws and regulations that may apply.

On April 25, 2016 proceeds were received for the 2016 bond sale. With the recommendation of Cumberland Securities, the City's financial advisor, those proceeds have been invested, according to the current City financial policy, to earn a better rate of earnings. Stephen Rosen with Raymond James has worked with Cumberland Security clients from other cities and was selected to invest the 2016 bond proceeds. As a part of this transaction, the City asked both the financial advisors and the investment manager to review the City's financial policies and offer suggestions if revisions should be considered.

On pages 15 and 16 revisions are proposed to allow the City's policy to be inclusive of investment instruments as allowed by the State of Tennessee and the interest rate risk has been narrowed to the General Fund. Since bond proceeds may skew the total portfolio numbers it was suggested that the risk should be redefined to the fund that could have investments directly affecting operations for a longer period of time than other funds would. Most bond proceeds should be spent out within three years if the projects stay on track, and this is an inherent limit to the investment terms and instruments.

Concurrences
Rob Lyons, City Manager, Jim Crumley, Assistant City Manager have read and agreed to the amendments

Recommendation
It is recommended Council approve the changes made to the Financial Policy Debt Policies of the City's Financial Policy document for Investment Policies, Authorized Investments and Investment Risk Management.

Attachments
Tracked changes of the Financial Policy - see pages 15-16

Melissa B. Wright

Melissa B. Wright, CPA
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

City of Murfreesboro
Financial Policy Statements

May 2016

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Overview

The following financial policies adopted by Resolution No. 10-R-26 of the City Council of Murfreesboro, Tennessee on September 16, 2010 (the "Resolution") ("Financial Policy Statements") establish the framework for the City of Murfreesboro Tennessee's (the "City") overall fiscal planning and management. These policies do not apply to the Murfreesboro Pension Fund, Murfreesboro Electric Department, Murfreesboro Water and Sewer Department, Murfreesboro Stormwater Fund, Murfreesboro City Schools, Evergreen Cemetery or any of their related funds.

The financial policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated. These publicly adopted financial policies are also intended to demonstrate to residents, the credit rating industry, municipal bond investors, auditors and the State Comptroller that the City is committed to sound financial management and fiscal integrity.

The financial policies also improve the City's fiscal stability by helping City officials plan fiscal strategy with a consistent approach. Adherence to adopted financial policies promotes sound financial management, which can improve City bond ratings, lower the cost of capital, manage interest rate risk exposure, and preserve financial flexibility. It is presumed that these policies are consistent with all laws and regulations, but such laws and regulations shall control in the event of a conflict or discrepancy.

1. The City will adopt and maintain these Financial Policy Statements to guide its decision making in the areas of budget, fund balance, capital improvement planning, debt management, investments and cash management. These financial policies can provide guidance during the preparation and deliberation of the City's annual budget and other policy decisions that impact the City's financial condition. The Financial Policy Statements will be reviewed annually during preparation of the budget.
2. The City will maintain a system of financial monitoring, control and reporting for all operations and funds held on behalf of the City.
3. The City will strive to synchronize its annual budget, capital improvement plan, Council-established goals and planning studies in a comprehensive manner reflected in the published budget, annual capital improvement plan and annual comprehensive financial report.
4. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health.
5. The City's accounting and financial reporting systems will be maintained in conformance with all federal and state laws, generally accepted accounting principles (GAAP) and standards of the Government Accounting Standards Board (GASB) and Government Finance Officers Association (GFOA).
6. An annual audit will be performed by an independent public accounting firm, with an audit opinion to be included with the City's published Comprehensive Annual Financial Report (CAFR).
7. The independent auditor will present the CAFR and discuss audit findings at a public meeting.
8. The City intends to participate in the GFOA Certification of Achievement for Excellence in Financial Reporting Program.
9. The City's CAFR will be submitted to the Electronic Municipal Market Access (EMMA) as required to meet continuing disclosure requirements.
10. The City Charter also prescribes certain duties and responsibilities of the City Recorder, City Treasurer and City Manager that are not amended or changed by these policies. In the event of a conflict, the City Charter or City Code shall control.

Operating Budget Policies

General

The City will use a long-term perspective to examine short term operations and capital planning to maintain stability in the City's finances, make the organization an efficient and effective provider of needed services, maintain good credit ratings and prepare for unforeseen emergencies.

1. In accordance with the City Charter Section 74, the City Manager will submit the proposed budget to City Council not later than May 15th.
2. The City Manager's proposed budget will include revenues and expenditures detailed by fund, program and activity for four years (two years prior, current year budget and estimated and the proposed budget year).
3. The City Council will adopt a balanced operating budget using current revenues which may include use of Fund Balance. The budgeting of Fund Balance, as described in the Fund Balance Policies herein, for operating capital has been a historical practice of the City.
4. The budget process will incorporate a long-term perspective that will help assess the impacts of current and proposed operating and capital budgets in order to develop appropriate strategies to achieve the goals of financial stability, efficient operations, good credit ratings and preparedness for the unforeseen.
5. The City Manager and Finance Director/City Recorder will project revenues and expenditures over time using assumptions about economic conditions, historical and current financial performance, major goals and projects and other relevant factors.
6. The budget will reflect the City's broad organizational goals. These broad goals are reflected in the master plans for transportation, land use, recreation, other studies and through information communicated during the preparation of the annual budget and capital improvement plan.
7. The budget document will include the City's financial policies, goals, and budget calendar.
8. The budget will involve and promote effective communications with residents, including conducting a public hearing prior to the final approval of the budget.
9. The budget process is intended to weigh competing requests for City resources, within expected fiscal constraints.
10. Requests for new, on-going programs made outside the budget process will be discouraged.
11. The City Manager will provide financial updates relative to the established budget to the City Council during the fiscal year. The City Manager and City Council will determine the schedule for the frequency and content of these reports. The Finance Department will provide monthly statements of expenditures to department heads after closeout of each month.
12. Budget amendments must be approved by the City Council. Generally, these will be considered annually at the conclusion of the fiscal year.

Revenue

1. The City will maintain diversified and stable revenues to shelter it from the impact of short-term fluctuations in any one revenue source. The City will strive to further broaden the revenue stream, to the extent possible, including the diversifying of the property tax base and local sales tax generators.
2. The City Council will adopt a tax rate adequate to meet the financial obligations of the City each year.

3. Nonrecurring revenues and other financing resources will not be used to finance ongoing operations with the exception of the use of approved grants or the use of Fund Balance under fund balance policies.
4. Revenue estimates will be conservative and based upon trend analysis, economic conditions and other factors and will be established by the City Manager and Finance Director/City Recorder.
5. The City will annually review its fees and other charges for service to ensure that revenues are meeting intended program goals and are keeping pace with inflation, other cost increases and any applicable competitive rate.
6. Grants will be spent for the purposes intended and will not be relied on for basic general fund services.
7. All potential grants will be carefully examined for matching requirements (both dollar and level-of-effort matches). The City will vigorously pursue grants for capital projects that fit long-range community improvements goals. The City will review grants for operating programs on an individual basis to determine the suitability of accepting the grants from a sustainable long-term financial perspective.
8. The City will use appropriate methods to collect monies owed on property taxes, court judgments and other sources.

Expenditures

1. Current operating expenditures will be funded with current operating revenues, approved grants or under the approved policy for the use of fund balance.
2. The City will pursue goals of efficiency and effectiveness by balancing short term and longer-term community interests.
3. Where possible, performance measures and productivity indicators will be integrated into the budget.
4. Department Heads are charged with budgetary responsibility of managing expenditures of their departments. Department heads are expected to manage total expenditures within the limit established by City Council during the budget process for the fiscal year. The department head shall notify the City Manager and Finance Director in writing as soon as possible when it is identified that total expenditures are expected to exceed the authorized limits of the adopted budget.
5. During the fiscal year, the City Manager and Finance Director/City Recorder will monitor revenues and expenditures monthly to compare actual performance to budget. Regular monitoring is intended to provide an opportunity for actions to be taken to bring the budget back into balance.
6. The number of full-time authorized positions is set by the City Council during the annual budget approval. Any additions to the number of full-time authorized positions must be approved by City Council.
7. The annual budget will include a line item for funding of unforeseen needs of an emergency and non-recurring nature. The target “Unforeseen Contingency” line item will be $500,000.
8. At this time, the City chooses not to use derivative financial structures in the management of the City’s expenditures. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

Fund Balance Policies

The City's Fund Balance is the accumulated difference between assets and liabilities within governmental funds. A sufficient fund balance allows the City to meet its contractual obligations, provide funds for new and existing programs established by City Council, mitigate negative revenue implications of federal or state budget actions, mitigate economic downturns, fund disaster or emergency costs, provide funds for cash flow timing discrepancies and fund non-recurring expenses identified as necessary by City Council.

This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board Statement Number 54. The City's financial statements will report up to five components of Fund Balance: (1) Non-spendable Fund Balance; (2) Restricted Fund Balance; (3) Committed Fund Balance; (4) Assigned Fund Balance and (5) Unassigned Fund Balance.

Non-spendable Fund Balance
According to GASB, "Fund balance is only an approximate measure of liquidity. One reason is that some of the assets reported in governmental funds may be inherently non-spendable from the vantage point of the current period. There are assets that will never convert to cash (e.g., prepaid items and inventories of supplies); assets that will not convert to cash soon enough to affect the current period (e.g., non-financial assets held for resale, such as foreclosed properties); and resources that must be maintained intact pursuant to legal or contractual requirements (e.g., capital of a revolving loan fund). Accountants signal this practical constraint on spending by labeling the relevant portion of fund balance as non-spendable fund balance.

Restricted Fund Balance
Restricted fund balance represents that portion of fund balance that is subject to externally enforceable legal restrictions. Such restrictions typically are imposed by parties altogether outside the government such as creditors, grantors, contributors or other governments. Restrictions can also arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose (e.g., gas tax for road construction).

Committed Fund Balance
Committed fund balance represents that portion of fund balance whose use is constrained by limitations that the government imposes on itself at the highest decision making level (City Council) and remains binding unless removed in the same manner.

Assigned Fund Balance
Assigned Fund Balance describes that portion of fund balance that reflects a government's intended use of resources. Such intent can be established by the governing body, another body or official designated for that purpose.

There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the highest level of decision-making authority (City Council). Second, formal action is necessary to impose, remove or modify a constraint reflected in the committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

Unassigned Fund Balance
The general fund will often have net resources in excess of what can properly be classified in one of the four categories described above. If so, that surplus is presented as unassigned fund balance."
Source: What Everyone Needs to Know about the New Fund Balance, Stephen J. Gauthier, GFOA

1. An adequate fund balance can provide a financial cushion against the shock of unanticipated circumstances and events, such as revenue shortfalls, unanticipated expenditures, natural disasters or other event.
2. The City will seek to maintain an unassigned fund balance between fifteen percent (15%) and thirty percent (30%) of General Fund operating revenues.
3. The following circumstances may justify a higher target level of fund balance:
    a. Significant volatility of operating revenues or expenditures;
    b. Potential drain on resources from other funds facing financial difficulties;
    c. Exposure to natural disasters;
    d. Reliance on a single corporate taxpayer or upon a group of corporate taxpayers in the same industry;
    e. Rapidly growing budgets;
    f. Rapid population growth;
    g. Significant demand for infrastructure and capital projects;
    h. Significant exposure to variable rate debt;
    i. Disparities in timing between revenue collections and expenditures.
4. The Assigned Fund Balance consists of funds set aside by management and intended for a specific purpose or project. The City Manager will communicate in writing to City Council assigned fund balances, which will include the purpose of the assignment. Although the City Manager may assign portions of the fund balance to designated purposes, any expenditure of fund balance is still subject to the provisions of the City Charter, City Code and/or TCA.
5. If spending in designated circumstances has reduced unassigned fund balance below the targeted minimum level, it should be replenished until the balance is restored to the minimum level. The source of funds and the period over which the replenishment is to occur should be provided to the City Council by the City Manager and Finance Director.
6. The following information outlines the City of Murfreesboro's Fund Balance Spending Policies by fund type:
    a. General Fund
    Revenues earned in the General Fund may be restricted, committed, assigned, or unassigned for specific purposes.

    If there is no provision in a grantor agreement regarding earnings on grant proceeds, earnings will be unassigned to for use of the General Fund.

    If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

    Unless otherwise stated, fund balance will be spent in the following order:
    - Restricted
    - Committed
    - Assigned
    - Unassigned

b. Capital Projects

Revenues earned in Capital Projects accounts are assigned unless otherwise restricted or committed and can only be used for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

If there is no provision in a grantor agreement regarding earnings on grant proceeds, earnings will be assigned the capital projects fund as outlined above.

If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

c. Debt Service

Transfers in and revenues earned in the Debt Service Fund are assigned unless otherwise restricted or committed and can only be used for activities related to debt and/or financing.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

d. Special Revenue

Special Revenue funds are either restricted or committed to the purpose of that individual fund. Revenues earned in Special Revenue accounts are committed unless otherwise restricted and can only be used for the purpose of that individual fund.

If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

Capital Improvement Plan Policies

In order to ensure proper planning, funding and implementation of the provision of public facilities and infrastructure, the replacement of expendable assets at the end of their useful lives, and provide for major maintenance and capital improvements for current assets, a Capital Improvements Plan (CIP) will be adopted by City Council. It is a financial planning and management tool that establishes priorities, matches projects with their potential internal and external funding sources, ensures the orderly improvement or replacement of fixed assets and provides an estimate of the size and timing of future bond issues or loans.

1. The City Manager will prepare and submit to City Council on an annual basis a Capital Improvement Plan (CIP), which identifies major projects.
2. The CIP will include a schedule for completion of each project, its general scope, estimated costs, identification of funding sources and financing requirements in future years.
3. The CIP will include projects and capital purchases which cost more than $50,000, either individually or in aggregate, with a life of at least five years.
4. The development and adoption of the CIP will consider planning studies, comprehensive reports, such as the Major Thoroughfare Plan, and other master plans. These long-range planning tools will help guide the selection and prioritization of projects in the CIP.
5. The City Manager and department heads will use a database that will take into account the following factors:
    a. Appropriate technological solutions for project accounting, scheduling and reporting, which may include spreadsheets, project management software and customized databases.
    b. The roles of staff, including access, input and editing privileges for system users charged with compiling, analyzing, and reporting financial and management information.
    c. The process for controlling and managing project changes.
    d. Accountability and data integrity within the financial management system.
    e. Data accuracy.
    f. Triggers and protocols for identifying and addressing project cost overruns.
6. The designated project managers will regularly monitor capital projects' financial and development activities and recouping of funding from other sources, such as developer agreements. Any major deviations in cost, schedule or scope will be reported through the chain-of-command. During the course of the project, the designated project manager will be responsible for tracking and initiating collection of any income or contributions to the project.
7. The project manager will close out the project, including necessary reporting regarding asset management, letters of credit or other sureties, any grant reporting requirements, collection of assessments related to third-party contracts and financial reporting.
8. Pay-as-you-go financing will be used when possible and economically prudent to conserve debt capacity for future bond issues or loans

Debt Policies

The debt policy serves as a public commitment by the City Council to manage the financial affairs of the City so as to minimize risks while still meeting the capital needs of the City. A debt management policy signals to the credit rating services that Murfreesboro is using a disciplined approach to financing the City's capital needs.

This debt policy addresses two areas: (1) the strategy for planning, structuring and managing the City's debt portfolio and (2) the process for transaction execution, including how debt is sold and procurement of the third-parties who assist the City in structuring and marketing the obligations.

The overarching goal for Murfreesboro is providing the highest quality of services to our residents at the lowest possible cost. To accomplish this, along with other strategies, the City strives to maintain and improve its current credit ratings from multiple rating services considering the demographics, capital needs, ability to budget and the maintenance of financial flexibility. This lowers the cost of borrowing and helps with long term planning of capital needs.

Overview

1. Long term debt shall not be used to finance current operations. The City will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and stringent budgeting.
2. The useful life of assets to be purchased or built with bonded debt proceeds shall not be less than the maturity of the underlying debt. The City will continue its long standing general practice of retiring debt within fifteen (15) years, but in no situation shall the life of the bonds exceed the Charter imposed limit of forty (40) years.
3. An adopted capital improvements plan shall be the basis of determining borrowing, both as to the amount and the timing of debt sales. The City will plan and manage debt with a "top-down" approach that is not driven by specific projects.
4. The City Charter prescribes a general obligation debt limit of fifteen percent (15%) of assessed value. The Charter provides that revenue supported debt is excluded from the calculation and also provides Council with the method to exceed that limitation.
5. The City's practice has been to issue General Obligation debt with up to fifteen (15) year maturities in order to rapidly recapture its authorized bonding capacity. The percentage of debt retired over a ten year period may be adjusted for economic conditions and the pace of growth.
6. Because of the City's choice to issue primarily fifteen year debt, the City recognizes that the percentage of debt service to the overall budget is higher than Murfreesboro's peer group cities (See Recommended Debt Ratio No. 12 below). It is recognized that the annual General Fund debt service holds and pays the debt for other governmental funds, including City Schools, Solid Waste and Parks and Recreation. How this percentage is established should be determined by the growth rate of the community, overall financial condition of the City and current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.
7. The City will strive to retire sixty five percent (65%) of its General Obligation debt over a ten year period, but in no case shall it retire less than fifty percent (50%) of its outstanding obligation each ten years. If the City uses a longer maturity than 15 years, this policy will be amended accordingly.
8. The City will seek to structure its General Obligation debt with level debt service payments over the life of each individual bond issue. As a rule, the City will not backload, use "wrap around"

techniques or balloon payments to pursue new projects. Revenue and Tax Increment debt, when utilized, may be structured to match new incomes derived from the construction of the project. Capitalized interest for periods not exceeding three years is appropriate when financing new revenue generating projects. When refunding opportunities, natural disasters or other external factors occur, the City may utilize non-level debt methods if it is in the City's best interest.

9. General Obligation bonds typically have lower interest rates than any type of revenue bond. The City will use its General Obligation pledge with revenue bond issues when the populations served by the revenue bond projects overlaps or significantly are the same as the property tax base of the City. The City Council and management are committed to maintain rates and fee structures of revenue supported debt at a level where no subsidy from the City's General Fund is required. The use of "wrap arounds," backloading or balloon payments will be thoroughly discussed with the City's Financial Advisor and City Council prior to implementing any of these techniques.
10. The City will comply with all legal requirements for notice of public meetings related to debt issuance.
11. In the interest of transparency, all costs (whether interest, issuance, continuing or one-time) will be disclosed to City Council, residents and stakeholders in a timely manner. Upon issuance of new debt, the City will disclose these costs on the City's website. A copy of said web page posting shall be maintained by the Finance Director.

Recommended Debt Ratios

12. Direct debt includes all long-term obligations directly supported by general revenues and taxes. It does not include interest expenses. Net direct debt (sometimes called net bonded debt) excludes self-supporting debt. Direct General Obligation debt service should not exceed thirty three percent (33%) percent of the annual operating budget of the General Fund.
13. Direct General Obligation debt should not exceed two and one half percent (2.5%) of the full real estate value for taxation purposes of the City, as determined by the Rutherford County Property Assessor. This number should be determined by the growth rate of the community, overall financial conditions of the City and the current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.
14. At the time debt is issued, direct debt per capita should not exceed $2,600 per person as calculated by the most recent census. This number should be determined by the growth rate of the community, overall financial conditions of the City and the current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.

Variable Rate Debt Obligations

15. The City recognizes the value of variable rate debt obligations (VRDO's) and has greatly benefitted from the use of these bonds in the financing of needed infrastructure. The changing economic climate, the failure of bond insurance companies to retain their AAA credit ratings, the difficulty of obtaining letters of credit and other liquidity features and the failure of auction-rate variable instruments has required all municipal issuers to reassess the role that variables play in debt financing. The City will avoid over-reliance on variable rate debt due to the volatility seen in those credit markets. If variable rate debt is greater than 50 percent, the City and its financial advisor should closely analyze whether additional variable rate debt is preferred.
16. The City will closely follow state legislative requirements and guidance from the credit rating agencies in adjusting this policy from time to time.

17. The City may use VRDO's with the purchase of assets with expected useful life of less than ten years, for construction financing on major multi-year projects and in other situations where fixed rate financing is not feasible.
18. In addition to the diversification of the VRDO debt portfolio of the City, the City's general practice is to budget variable rate debt service at least one percent over the past twelve month's average if interest rates have been stable. It is important to maintain strong unassigned Fund Balances to mitigate the potential negative exposure to market changes in variable rate debt. If interest rates are volatile, the City will budget interest costs using a larger safety factor.
19. With recommendation from the City's Financial Advisors, the City may use third-party credit enhancement techniques when financial savings can be obtained or unnecessary risk can be avoided. Diversification of risk will be a consideration in selecting third-party credit enhancement or liquidity providers.
20. At this time, the City chooses not to use derivative financial structures in the management of the City's debt portfolio. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

Sale of Debt

21. The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.
22. The City will utilize a financial advisor to review debt policies, evaluate the capital improvement plan, examine the capacity of the City for additional debt, follow and understand market conditions, structure the bond offering to best fit those market conditions, prepare and lead staff through the credit rating agency process, obtain access to credit enhancements when needed and conduct the actual sale of the bonds. This is a "trust relationship" with the Financial Advisor having fiduciary responsibilities to the City.
23. The Financial Advisor shall fully disclose all existing client and business relationships between and among all professional participants in the debt issuance process to prevent any appearance of a conflict of interest. The Financial Advisor shall refrain from entering into any future relationship that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
24. Upon recommendation of the City Manager, the Financial Advisor will be selected by City Council after thorough review of the firm's credentials and experience in a merit based process. The relationship between the City and its Financial Advisor should be reviewed every three to five years.
25. The City shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
26. Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.
27. Because of the importance of the Financial Advisor to the City's ability to sell debt in the most efficient manner, the City will require the Financial Advisor to maintain its independence and not serve as an underwriter or broker/dealer of the City's bonds throughout the time of their engagement.

28. Likewise, the City must employ Bond Counsel to render an opinion on the tax exempt nature of the bonds and that all legal requirements for issuance of the debt have been correctly performed. Bond counsel will be selected by a merit based process and the relationship will be reviewed at the time of issuance of new bonds. The City's Bond Counsel shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Bond Counsel shall refrain from entering into any future relationships that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
29. The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. (No engagement letter is required for any lawyer who is an employee of the City or lawyer or for a law firm which is under a general appointment or contract to serve as counsel to the City. The City does not need an engagement letter with counsel not representing the City, such as underwriters' counsel.)
    a. If bond counsel for a debt transaction does not represent the City in that transaction, the City will enter into a fee payment letter agreement with such lawyer or law firm specifying: the party represented in the debt transaction; and
    b. the City's obligation with respect to the payment of such lawyer or law firm's fees and expenses.
30. Underwriters are required participants in negotiated bond sales. The primary role of the Underwriter in a negotiated sale is to market the City's bond to investors.
31. Underwriters of City bond transactions shall not serve as the Financial Advisor to the City in the same debt or derivative transaction. A Financial or Swap Advisor cannot resign and become the Underwriter of a debt transaction. The Underwriter must not be selected until after a Financial Advisor has been engaged for the debt transaction.
32. The Underwriter must have documented experience in underwriting similar cities with financings of comparable size, structure and complexity. The Underwriter is to be selected in a fair process with the assistance of the Financial Advisor. The relationship will be reviewed at each new issuance of debt by the City.
33. The City shall require the Underwriter to clearly identify itself in writing (*e.g.*, in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the City Council in advance of the pricing of the debt. The Underwriter must disclose all relationships (including fees and payments) to any other transaction participant outside of the transaction. The Underwriter shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Underwriter shall refrain from entering into any future relationships that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
34. The City reserves the right to approve the selection of the Underwriter's Counsel.
35. The Underwriter's Counsel must disclose all relationships (including fees and payments) to any other transaction participant outside of the transaction. The Underwriter's Counsel shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Underwriter's Counsel shall refrain from entering into any future relationships that might give rise to a conflict of interest.

36. All other professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.
37. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.
38. All professionals subject to the Municipal Securities Rulemaking Board (MSRB) must comply with its rules regarding issuance of debt which constitutes a security.
39. The City will sell its debt using the method of sale that is most likely to achieve the lowest cost of borrowing while in compliance with federal and state law. This analysis takes into account bond structure, underlying security, credit ratings and other factors pertaining to the bond issue that may impact the ability for the efficient sale of debt.
40. The City's preferred method of sale is through competitive bid. However, when advised by the Financial Advisor that a negotiated sale may be the most advantageous (refinancing or unusual structures of debt), the City may enter into negotiated or private placement of the bonds. Any sale of bonds must conform to current Tennessee law.
41. The City will provide through its website and/or through EMMA, copies of annual budget documents, comprehensive annual financial reports, official statements of debt issues and other financial and operating information in a timely fashion. In addition, the following material events will trigger disclosure of any information pertaining to the City's debt issues:
    a. Principal and interest payment delinquencies;
    b. Non-payment related defaults;
    c. Unscheduled draws on debt service reserves reflecting financial difficulties;
    d. Unscheduled draws on credit enhancements reflecting financial difficulties;
    e. Substitution of credit or liquidity providers, or their failure to perform;
    f. Adverse tax opinions or events affecting the tax-exempt status of the security;
    g. Modifications to rights of security holders;
    h. Optional contingent or unscheduled Bond calls;
    i. Defeasances;
    j. Release, substitution, or sale of property securing repayment of the securities;
    k. Rating changes
    l. Failure to provide annual financial information as required
    m. Any other changes that may be required

Refunding Debt

42. Opportunities for refunding bond issues should be surveyed semiannually or when there are big swings in the interest rate environment.
43. Refunding opportunities shall be reported to the Council if net present value savings of [3%] or more can be achieved. The option value of each maturity for refunding consideration should also be reviewed by the Finance Director and the Financial Advisor to determine favorability as a refunding candidate.
44. Comprehensive cost information associated with a refunding shall be reported to the Council as well a complete plan of refunding detailing the costs and benefits of each option.
45. Refunding opportunities for revenue bonds should be considered if restrictive covenants prevent the issuance of other debt or create other restrictions on the financial management of revenue producing activities.

Investment Policies

The funds of the City (with the exception of Pension Funds) will be invested in accordance with state law, including Tennessee Code Annotated (TCA) 6-56-106, which sets out authorized investments for Tennessee municipalities and within the parameters of this policy. The investment officers will diversify instruments to avoid unreasonable risks inherent in over investing in specific instruments, individual institutions or maturities. Funds of the Employees' Pension Trust are subject to different investment guidelines, which are established by the Pension Committee and City Council.

1. The City's investments shall be managed in such a manner as to attain a market average rate of return throughout all economic cycles. Preserving and protecting the capital will always be first priority followed by liquidity and yield.
2. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.
3. Investment decisions should not incur unreasonable investment risks in order to obtain above market investment income.
4. The standard of prudence to be applied shall be the "prudent investor rule", which states "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
5. The prudent investor rule shall be applied in the context of managing the overall portfolio.
6. Before the City invests any of its funds in Collateralized Certificates of Deposit, competitive bids will be requested. All interested banks will be notified several working days prior to the date of bidding as to the amount and duration of investments. On the date of bidding, the request for bids will be sent out by e-mail or fax machine to all banks that have a collateral security agreement in place. The bidding will end at a time established and communicated in the official notification to interested banks after which time the winning bank will then be notified. All bids will be made on a 360 day basis or adjusted to a 360 day basis for comparison.
7. The City Recorder, Finance Director, City Treasurer and City Manager are designated as the investment officers of the City and are granted the authority to make investment decisions jointly within the parameters of the policy.
8. The investment officers will monitor the content of the investment portfolio, the available markets and the relative values of the qualifying investments, and will have privileges of adjusting the portfolio accordingly. No investments will be considered that are not described in the investment policy.

9. All investments of the City will meet the maturity standards prescribed in state law, including TCA Section 6-56-106.

Investment Risk Management

1. In order to minimize custodial credit risk, all deposits with financial institutions are required to be secured in one or a combination of the following ways:
    a. FDIC coverage
    b. By designated collateral securities under a collateral agreement with the institution, or
    c. By the institution's participation in the Tennessee collateral pool.
2. Interest rate risk will be managed through limiting maturities on investments. The following limits will apply to original maturities on investments:
    a. No greater than 50% of the total General Fund portfolio may be invested for periods longer than 2 years at any time.
    b. No amounts may be invested with original maturities for periods greater than prescribed by TCA Section 6-56-106.

Cash Management Policies

1. The City recognizes that effective cash management is an integral component of sound financial management. Therefore, it is the policy of the City that funds deemed idle, based on projected cash flow and shall be invested in a manner that seeks to maximize their productivity until such time as they are needed for the operations of the City. Investments shall be at the highest rates obtainable at the time of investment, within the limitations of the law and our prudent investment policy. The City's investment portfolio shall be designed and managed in accordance with the responsibility of ensuring the public's trust and shall also be consistent with state and local laws.
2. Responsibility for the management of the City's investment portfolio is delegated to the Finance Director by the City Manager. The Finance Director will establish and maintain written procedures for the operation of the cash management and investment program consistent with this policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.
3. The City Finance Department requires that departments collecting cash receipts, whether in cash or other forms of payment, must turn in such receipts to the Finance Department on a daily basis together with records required to verify the accuracy of such collections. All receipts shall be deposited daily. Departments that are authorized to make bank deposits will promptly submit bank deposit receipts and daily cash reports to the Finance Department to verify the accuracy of collections. Any violation of this section of this policy by any employee of the City may result in disciplinary action.
4. The City may invest funds with depositories having offices located in the corporate limits of the City. If required services are not available with the local depository branch, the City may utilize services from the nearest branch to the corporate city limits. Any financial institution in which the City has funds shall provide such financial data to the Finance Director as may be required by the City to evaluate the financial condition of the institution. Such data may be in the form of audited financial statements or Federal Deposit Insurance Corporation regulatory reports. Any refusal to provide such information to the City may be cause for termination of the banking relationships or contracts with such institution.
5. The City requires full collateralization of all City investments as required in State statute. The City prefers financial institutions participate in the State Treasurer's collateralization pool. The City will allow FDIC coverage to be considered in calculating full collateralization.
6. At this time, the City chooses not to use derivative financial structures in the management of the City's investment portfolio. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

City of Murfreesboro
Financial Policy Statements

~~November 2011~~May, 2016

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Overview

The following financial policies adopted by Resolution No. 10-R-26 of the City Council of Murfreesboro, Tennessee on September 16, 2010 (the "Resolution") ("Financial Policy Statements") establish the framework for the City of Murfreesboro Tennessee's (the "City") overall fiscal planning and management. These policies do not apply to the Murfreesboro Pension Fund, Murfreesboro Electric Department, Murfreesboro Water and Sewer Department, Murfreesboro Stormwater Fund, Murfreesboro City Schools, Evergreen Cemetery or any of their related funds.

The financial policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated. These publicly adopted financial policies are also intended to demonstrate to residents, the credit rating industry, municipal bond investors, auditors and the State Comptroller that the City is committed to sound financial management and fiscal integrity.

The financial policies also improve the City's fiscal stability by helping City officials plan fiscal strategy with a consistent approach. Adherence to adopted financial policies promotes sound financial management, which can improve City bond ratings, lower the cost of capital, manage interest rate risk exposure, and preserve financial flexibility. It is presumed that these policies are consistent with all laws and regulations, but such laws and regulations shall control in the event of a conflict or discrepancy.

1. The City will adopt and maintain these Financial Policy Statements to guide its decision making in the areas of budget, fund balance, capital improvement planning, debt management, investments and cash management. These financial policies can provide guidance during the preparation and deliberation of the City's annual budget and other policy decisions that impact the City's financial condition. The Financial Policy Statements will be reviewed annually during preparation of the budget.
2. The City will maintain a system of financial monitoring, control and reporting for all operations and funds held on behalf of the City.
3. The City will strive to synchronize its annual budget, capital improvement plan, Council-established goals and planning studies in a comprehensive manner reflected in the published budget, annual capital improvement plan and annual comprehensive financial report.
4. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health.
5. The City's accounting and financial reporting systems will be maintained in conformance with all federal and state laws, generally accepted accounting principles (GAAP) and standards of the Government Accounting Standards Board (GASB) and Government Finance Officers Association (GFOA).
6. An annual audit will be performed by an independent public accounting firm, with an audit opinion to be included with the City's published Comprehensive Annual Financial Report (CAFR).
7. The independent auditor will present the CAFR and discuss audit findings at a public meeting.
8. The City intends to participate in the GFOA Certification of Achievement for Excellence in Financial Reporting Program.
9. The City's CAFR will be submitted to the Electronic Municipal Market Access (EMMA) as required to meet continuing disclosure requirements.
10. The City Charter also prescribes certain duties and responsibilities of the City Recorder, City Treasurer and City Manager that are not amended or changed by these policies. In the event of a conflict, the City Charter or City Code shall control.

Operating Budget Policies

General

The City will use a long-term perspective to examine short term operations and capital planning to maintain stability in the City's finances, make the organization an efficient and effective provider of needed services, maintain good credit ratings and prepare for unforeseen emergencies.

1. In accordance with the City Charter Section 74, the City Manager will submit the proposed budget to City Council not later than May 15th.
2. The City Manager's proposed budget will include revenues and expenditures detailed by fund, program and activity for four years (two years prior, current year budget and estimated and the proposed budget year).
3. The City Council will adopt a balanced operating budget using current revenues which may include use of Fund Balance. The budgeting of Fund Balance, as described in the Fund Balance Policies herein, for operating capital has been a historical practice of the City.
4. The budget process will incorporate a long-term perspective that will help assess the impacts of current and proposed operating and capital budgets in order to develop appropriate strategies to achieve the goals of financial stability, efficient operations, good credit ratings and preparedness for the unforeseen.
5. The City Manager and Finance Director/City Recorder will project revenues and expenditures over time using assumptions about economic conditions, historical and current financial performance, major goals and projects and other relevant factors.
6. The budget will reflect the City's broad organizational goals. These broad goals are reflected in the master plans for transportation, land use, recreation, other studies and through information communicated during the preparation of the annual budget and capital improvement plan.
7. The budget document will include the City's financial policies, goals, and budget calendar.
8. The budget will involve and promote effective communications with residents, including conducting a public hearing prior to the final approval of the budget.
9. The budget process is intended to weigh competing requests for City resources, within expected fiscal constraints.
10. Requests for new, on-going programs made outside the budget process will be discouraged.
11. The City Manager will provide financial updates relative to the established budget to the City Council during the fiscal year. The City Manager and City Council will determine the schedule for the frequency and content of these reports. The Finance Department will provide monthly statements of expenditures to department heads after closeout of each month.
12. Budget amendments must be approved by the City Council. Generally, these will be considered annually at the conclusion of the fiscal year.

Revenue

1. The City will maintain diversified and stable revenues to shelter it from the impact of short-term fluctuations in any one revenue source. The City will strive to further broaden the revenue stream, to the extent possible, including the diversifying of the property tax base and local sales tax generators.
2. The City Council will adopt a tax rate adequate to meet the financial obligations of the City each year.

3. Nonrecurring revenues and other financing resources will not be used to finance ongoing operations with the exception of the use of approved grants or the use of Fund Balance under fund balance policies.
4. Revenue estimates will be conservative and based upon trend analysis, economic conditions and other factors and will be established by the City Manager and Finance Director/City Recorder.
5. The City will annually review its fees and other charges for service to ensure that revenues are meeting intended program goals and are keeping pace with inflation, other cost increases and any applicable competitive rate.
6. Grants will be spent for the purposes intended and will not be relied on for basic general fund services.
7. All potential grants will be carefully examined for matching requirements (both dollar and level-of-effort matches). The City will vigorously pursue grants for capital projects that fit long-range community improvements goals. The City will review grants for operating programs on an individual basis to determine the suitability of accepting the grants from a sustainable long-term financial perspective.
8. The City will use appropriate methods to collect monies owed on property taxes, court judgments and other sources.

Expenditures

1. Current operating expenditures will be funded with current operating revenues, approved grants or under the approved policy for the use of fund balance.
2. The City will pursue goals of efficiency and effectiveness by balancing short term and longer-term community interests.
3. Where possible, performance measures and productivity indicators will be integrated into the budget.
4. Department Heads are charged with budgetary responsibility of managing expenditures of their departments. Department heads are expected to manage total expenditures within the limit established by City Council during the budget process for the fiscal year. The department head shall notify the City Manager and Finance Director in writing as soon as possible when it is identified that total expenditures are expected to exceed the authorized limits of the adopted budget.
5. During the fiscal year, the City Manager and Finance Director/City Recorder will monitor revenues and expenditures monthly to compare actual performance to budget. Regular monitoring is intended to provide an opportunity for actions to be taken to bring the budget back into balance.
6. The number of full-time authorized positions is set by the City Council during the annual budget approval. Any additions to the number of full-time authorized positions must be approved by City Council.
7. The annual budget will include a line item for funding of unforeseen needs of an emergency and non-recurring nature. The target “Unforeseen Contingency” line item will be $500,000.
8. At this time, the City chooses not to use derivative financial structures in the management of the City’s expenditures. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

Fund Balance Policies

The City's Fund Balance is the accumulated difference between assets and liabilities within governmental funds. A sufficient fund balance allows the City to meet its contractual obligations, provide funds for new and existing programs established by City Council, mitigate negative revenue implications of federal or state budget actions, mitigate economic downturns, fund disaster or emergency costs, provide funds for cash flow timing discrepancies and fund non-recurring expenses identified as necessary by City Council.

This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board Statement Number 54. The City's financial statements will report up to five components of Fund Balance: (1) Non-spendable Fund Balance; (2) Restricted Fund Balance; (3) Committed Fund Balance; (4) Assigned Fund Balance and (5) Unassigned Fund Balance.

Non-spendable Fund Balance
According to GASB, "Fund balance is only an approximate measure of liquidity. One reason is that some of the assets reported in governmental funds may be inherently non-spendable from the vantage point of the current period. There are assets that will never convert to cash (e.g., prepaid items and inventories of supplies); assets that will not convert to cash soon enough to affect the current period (e.g., non-financial assets held for resale, such as foreclosed properties); and resources that must be maintained intact pursuant to legal or contractual requirements (e.g., capital of a revolving loan fund). Accountants signal this practical constraint on spending by labeling the relevant portion of fund balance as non-spendable fund balance.

Restricted Fund Balance
Restricted fund balance represents that portion of fund balance that is subject to externally enforceable legal restrictions. Such restrictions typically are imposed by parties altogether outside the government such as creditors, grantors, contributors or other governments. Restrictions can also arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose (e.g., gas tax for road construction).

Committed Fund Balance
Committed fund balance represents that portion of fund balance whose use is constrained by limitations that the government imposes on itself at the highest decision making level (City Council) and remains binding unless removed in the same manner.

Assigned Fund Balance
Assigned Fund Balance describes that portion of fund balance that reflects a government's intended use of resources. Such intent can be established by the governing body, another body or official designated for that purpose.

There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the highest level of decision-making authority (City Council). Second, formal action is necessary to impose, remove or modify a constraint reflected in the committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

Unassigned Fund Balance
The general fund will often have net resources in excess of what can properly be classified in one of the four categories described above. If so, that surplus is presented as unassigned fund balance."
Source: What Everyone Needs to Know about the New Fund Balance, Stephen J. Gauthier, GFOA

1. An adequate fund balance can provide a financial cushion against the shock of unanticipated circumstances and events, such as revenue shortfalls, unanticipated expenditures, natural disasters or other event.
2. The City will seek to maintain an unassigned fund balance between fifteen percent (15%) and thirty percent (30%) of General Fund operating revenues.
3. The following circumstances may justify a higher target level of fund balance:
    a. Significant volatility of operating revenues or expenditures;
    b. Potential drain on resources from other funds facing financial difficulties;
    c. Exposure to natural disasters;
    d. Reliance on a single corporate taxpayer or upon a group of corporate taxpayers in the same industry;
    e. Rapidly growing budgets;
    f. Rapid population growth;
    g. Significant demand for infrastructure and capital projects;
    h. Significant exposure to variable rate debt;
    i. Disparities in timing between revenue collections and expenditures.
4. The Assigned Fund Balance consists of funds set aside by management and intended for a specific purpose or project. The City Manager will communicate in writing to City Council assigned fund balances, which will include the purpose of the assignment. Although the City Manager may assign portions of the fund balance to designated purposes, any expenditure of fund balance is still subject to the provisions of the City Charter, City Code and/or TCA.
5. If spending in designated circumstances has reduced unassigned fund balance below the targeted minimum level, it should be replenished until the balance is restored to the minimum level. The source of funds and the period over which the replenishment is to occur should be provided to the City Council by the City Manager and Finance Director.
6. The following information outlines the City of Murfreesboro's Fund Balance Spending Policies by fund type:
    a. General Fund
    Revenues earned in the General Fund may be restricted, committed, assigned, or unassigned for specific purposes.

    If there is no provision in a grantor agreement regarding earnings on grant proceeds, earnings will be unassigned to for use of the General Fund.

    If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

    Unless otherwise stated, fund balance will be spent in the following order:
    - Restricted
    - Committed
    - Assigned
    - Unassigned

b. Capital Projects

Revenues earned in Capital Projects accounts are assigned unless otherwise restricted or committed and can only be used for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

If there is no provision in a grantor agreement regarding earnings on grant proceeds, earnings will be assigned the capital projects fund as outlined above.

If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

c. Debt Service

Transfers in and revenues earned in the Debt Service Fund are assigned unless otherwise restricted or committed and can only be used for activities related to debt and/or financing.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

d. Special Revenue

Special Revenue funds are either restricted or committed to the purpose of that individual fund. Revenues earned in Special Revenue accounts are committed unless otherwise restricted and can only be used for the purpose of that individual fund.

If a grant agreement involves a local match, the match will be considered assigned for the purpose of the grant by Mayor and Council upon approval of the grant. This may result in assigned fund balance being spent before restricted fund balance.

Unless otherwise stated, fund balance will be spent in the following order:

- Restricted
- Committed
- Assigned
- Unassigned

Capital Improvement Plan Policies

In order to ensure proper planning, funding and implementation of the provision of public facilities and infrastructure, the replacement of expendable assets at the end of their useful lives, and provide for major maintenance and capital improvements for current assets, a Capital Improvements Plan (CIP) will be adopted by City Council. It is a financial planning and management tool that establishes priorities, matches projects with their potential internal and external funding sources, ensures the orderly improvement or replacement of fixed assets and provides an estimate of the size and timing of future bond issues or loans.

1. The City Manager will prepare and submit to City Council on an annual basis a Capital Improvement Plan (CIP), which identifies major projects.
2. The CIP will include a schedule for completion of each project, its general scope, estimated costs, identification of funding sources and financing requirements in future years.
3. The CIP will include projects and capital purchases which cost more than $50,000, either individually or in aggregate, with a life of at least five years.
4. The development and adoption of the CIP will consider planning studies, comprehensive reports, such as the Major Thoroughfare Plan, and other master plans. These long-range planning tools will help guide the selection and prioritization of projects in the CIP.
5. The City Manager and department heads will use a database that will take into account the following factors:
    a. Appropriate technological solutions for project accounting, scheduling and reporting, which may include spreadsheets, project management software and customized databases.
    b. The roles of staff, including access, input and editing privileges for system users charged with compiling, analyzing, and reporting financial and management information.
    c. The process for controlling and managing project changes.
    d. Accountability and data integrity within the financial management system.
    e. Data accuracy.
    f. Triggers and protocols for identifying and addressing project cost overruns.
6. The designated project managers will regularly monitor capital projects' financial and development activities and recouping of funding from other sources, such as developer agreements. Any major deviations in cost, schedule or scope will be reported through the chain-of-command. During the course of the project, the designated project manager will be responsible for tracking and initiating collection of any income or contributions to the project.
7. The project manager will close out the project, including necessary reporting regarding asset management, letters of credit or other sureties, any grant reporting requirements, collection of assessments related to third-party contracts and financial reporting.
8. Pay-as-you-go financing will be used when possible and economically prudent to conserve debt capacity for future bond issues or loans

Debt Policies

The debt policy serves as a public commitment by the City Council to manage the financial affairs of the City so as to minimize risks while still meeting the capital needs of the City. A debt management policy signals to the credit rating services that Murfreesboro is using a disciplined approach to financing the City's capital needs.

This debt policy addresses two areas: (1) the strategy for planning, structuring and managing the City's debt portfolio and (2) the process for transaction execution, including how debt is sold and procurement of the third-parties who assist the City in structuring and marketing the obligations.

The overarching goal for Murfreesboro is providing the highest quality of services to our residents at the lowest possible cost. To accomplish this, along with other strategies, the City strives to maintain and improve its current credit ratings from multiple rating services considering the demographics, capital needs, ability to budget and the maintenance of financial flexibility. This lowers the cost of borrowing and helps with long term planning of capital needs.

Overview

1. Long term debt shall not be used to finance current operations. The City will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and stringent budgeting.
2. The useful life of assets to be purchased or built with bonded debt proceeds shall not be less than the maturity of the underlying debt. The City will continue its long standing general practice of retiring debt within fifteen (15) years, but in no situation shall the life of the bonds exceed the Charter imposed limit of forty (40) years.
3. An adopted capital improvements plan shall be the basis of determining borrowing, both as to the amount and the timing of debt sales. The City will plan and manage debt with a "top-down" approach that is not driven by specific projects.
4. The City Charter prescribes a general obligation debt limit of fifteen percent (15%) of assessed value. The Charter provides that revenue supported debt is excluded from the calculation and also provides Council with the method to exceed that limitation.
5. The City's practice has been to issue General Obligation debt with up to fifteen (15) year maturities in order to rapidly recapture its authorized bonding capacity. The percentage of debt retired over a ten year period may be adjusted for economic conditions and the pace of growth.
6. Because of the City's choice to issue primarily fifteen year debt, the City recognizes that the percentage of debt service to the overall budget is higher than Murfreesboro's peer group cities (See Recommended Debt Ratio No. 12 below). It is recognized that the annual General Fund debt service holds and pays the debt for other governmental funds, including City Schools, Solid Waste and Parks and Recreation. How this percentage is established should be determined by the growth rate of the community, overall financial condition of the City and current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.
7. The City will strive to retire sixty five percent (65%) of its General Obligation debt over a ten year period, but in no case shall it retire less than fifty percent (50%) of its outstanding obligation each ten years. If the City uses a longer maturity than 15 years, this policy will be amended accordingly.
8. The City will seek to structure its General Obligation debt with level debt service payments over the life of each individual bond issue. As a rule, the City will not backload, use "wrap around"

techniques or balloon payments to pursue new projects. Revenue and Tax Increment debt, when utilized, may be structured to match new incomes derived from the construction of the project. Capitalized interest for periods not exceeding three years is appropriate when financing new revenue generating projects. When refunding opportunities, natural disasters or other external factors occur, the City may utilize non-level debt methods if it is in the City's best interest.

9. General Obligation bonds typically have lower interest rates than any type of revenue bond. The City will use its General Obligation pledge with revenue bond issues when the populations served by the revenue bond projects overlaps or significantly are the same as the property tax base of the City. The City Council and management are committed to maintain rates and fee structures of revenue supported debt at a level where no subsidy from the City's General Fund is required. The use of "wrap arounds," backloading or balloon payments will be thoroughly discussed with the City's Financial Advisor and City Council prior to implementing any of these techniques.
10. The City will comply with all legal requirements for notice of public meetings related to debt issuance.
11. In the interest of transparency, all costs (whether interest, issuance, continuing or one-time) will be disclosed to City Council, residents and stakeholders in a timely manner. Upon issuance of new debt, the City will disclose these costs on the City's website. A copy of said web page posting shall be maintained by the Finance Director.

Recommended Debt Ratios

12. Direct debt includes all long-term obligations directly supported by general revenues and taxes. It does not include interest expenses. Net direct debt (sometimes called net bonded debt) excludes self-supporting debt. Direct General Obligation debt service should not exceed thirty three percent (33%) percent of the annual operating budget of the General Fund.
13. Direct General Obligation debt should not exceed two and one half percent (2.5%) of the full real estate value for taxation purposes of the City, as determined by the Rutherford County Property Assessor. This number should be determined by the growth rate of the community, overall financial conditions of the City and the current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.
14. At the time debt is issued, direct debt per capita should not exceed $2,600 per person as calculated by the most recent census. This number should be determined by the growth rate of the community, overall financial conditions of the City and the current guidance from the bond rating agencies and will be evaluated annually along with the capital improvement plan.

Variable Rate Debt Obligations

15. The City recognizes the value of variable rate debt obligations (VRDO's) and has greatly benefitted from the use of these bonds in the financing of needed infrastructure. The changing economic climate, the failure of bond insurance companies to retain their AAA credit ratings, the difficulty of obtaining letters of credit and other liquidity features and the failure of auction-rate variable instruments has required all municipal issuers to reassess the role that variables play in debt financing. The City will avoid over-reliance on variable rate debt due to the volatility seen in those credit markets. If variable rate debt is greater than 50 percent, the City and its financial advisor should closely analyze whether additional variable rate debt is preferred.
16. The City will closely follow state legislative requirements and guidance from the credit rating agencies in adjusting this policy from time to time.

17. The City may use VRDO's with the purchase of assets with expected useful life of less than ten years, for construction financing on major multi-year projects and in other situations where fixed rate financing is not feasible.
18. In addition to the diversification of the VRDO debt portfolio of the City, the City's general practice is to budget variable rate debt service at least one percent over the past twelve month's average if interest rates have been stable. It is important to maintain strong unassigned Fund Balances to mitigate the potential negative exposure to market changes in variable rate debt. If interest rates are volatile, the City will budget interest costs using a larger safety factor.
19. With recommendation from the City's Financial Advisors, the City may use third-party credit enhancement techniques when financial savings can be obtained or unnecessary risk can be avoided. Diversification of risk will be a consideration in selecting third-party credit enhancement or liquidity providers.
20. At this time, the City chooses not to use derivative financial structures in the management of the City's debt portfolio. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

Sale of Debt

21. The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.
22. The City will utilize a financial advisor to review debt policies, evaluate the capital improvement plan, examine the capacity of the City for additional debt, follow and understand market conditions, structure the bond offering to best fit those market conditions, prepare and lead staff through the credit rating agency process, obtain access to credit enhancements when needed and conduct the actual sale of the bonds. This is a "trust relationship" with the Financial Advisor having fiduciary responsibilities to the City.
23. The Financial Advisor shall fully disclose all existing client and business relationships between and among all professional participants in the debt issuance process to prevent any appearance of a conflict of interest. The Financial Advisor shall refrain from entering into any future relationship that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
24. Upon recommendation of the City Manager, the Financial Advisor will be selected by City Council after thorough review of the firm's credentials and experience in a merit based process. The relationship between the City and its Financial Advisor should be reviewed every three to five years.
25. The City shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
26. Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.
27. Because of the importance of the Financial Advisor to the City's ability to sell debt in the most efficient manner, the City will require the Financial Advisor to maintain its independence and not serve as an underwriter or broker/dealer of the City's bonds throughout the time of their engagement.

28. Likewise, the City must employ Bond Counsel to render an opinion on the tax exempt nature of the bonds and that all legal requirements for issuance of the debt have been correctly performed. Bond counsel will be selected by a merit based process and the relationship will be reviewed at the time of issuance of new bonds. The City's Bond Counsel shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Bond Counsel shall refrain from entering into any future relationships that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
29. The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. (No engagement letter is required for any lawyer who is an employee of the City or lawyer or for a law firm which is under a general appointment or contract to serve as counsel to the City. The City does not need an engagement letter with counsel not representing the City, such as underwriters' counsel.)
    a. If bond counsel for a debt transaction does not represent the City in that transaction, the City will enter into a fee payment letter agreement with such lawyer or law firm specifying: the party represented in the debt transaction; and
    b. the City's obligation with respect to the payment of such lawyer or law firm's fees and expenses.
30. Underwriters are required participants in negotiated bond sales. The primary role of the Underwriter in a negotiated sale is to market the City's bond to investors.
31. Underwriters of City bond transactions shall not serve as the Financial Advisor to the City in the same debt or derivative transaction. A Financial or Swap Advisor cannot resign and become the Underwriter of a debt transaction. The Underwriter must not be selected until after a Financial Advisor has been engaged for the debt transaction.
32. The Underwriter must have documented experience in underwriting similar cities with financings of comparable size, structure and complexity. The Underwriter is to be selected in a fair process with the assistance of the Financial Advisor. The relationship will be reviewed at each new issuance of debt by the City.
33. The City shall require the Underwriter to clearly identify itself in writing (*e.g.*, in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the City Council in advance of the pricing of the debt. The Underwriter must disclose all relationships (including fees and payments) to any other transaction participant outside of the transaction. The Underwriter shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Underwriter shall refrain from entering into any future relationships that might give rise to a conflict of interest for the duration of the time period during which they serve the City.
34. The City reserves the right to approve the selection of the Underwriter's Counsel.
35. The Underwriter's Counsel must disclose all relationships (including fees and payments) to any other transaction participant outside of the transaction. The Underwriter's Counsel shall fully disclose all existing client and business relationships between any other transaction participants in the debt issuance process to prevent any appearance of a conflict of interest. The Underwriter's Counsel shall refrain from entering into any future relationships that might give rise to a conflict of interest.

36. All other professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.
37. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.
38. All professionals subject to the Municipal Securities Rulemaking Board (MSRB) must comply with its rules regarding issuance of debt which constitutes a security.
39. The City will sell its debt using the method of sale that is most likely to achieve the lowest cost of borrowing while in compliance with federal and state law. This analysis takes into account bond structure, underlying security, credit ratings and other factors pertaining to the bond issue that may impact the ability for the efficient sale of debt.
40. The City's preferred method of sale is through competitive bid. However, when advised by the Financial Advisor that a negotiated sale may be the most advantageous (refinancing or unusual structures of debt), the City may enter into negotiated or private placement of the bonds. Any sale of bonds must conform to current Tennessee law.
41. The City will provide through its website and/or through EMMA, copies of annual budget documents, comprehensive annual financial reports, official statements of debt issues and other financial and operating information in a timely fashion. In addition, the following material events will trigger disclosure of any information pertaining to the City's debt issues:
    a. Principal and interest payment delinquencies;
    b. Non-payment related defaults;
    c. Unscheduled draws on debt service reserves reflecting financial difficulties;
    d. Unscheduled draws on credit enhancements reflecting financial difficulties;
    e. Substitution of credit or liquidity providers, or their failure to perform;
    f. Adverse tax opinions or events affecting the tax-exempt status of the security;
    g. Modifications to rights of security holders;
    h. Optional contingent or unscheduled Bond calls;
    i. Defeasances;
    j. Release, substitution, or sale of property securing repayment of the securities;
    k. Rating changes
    l. Failure to provide annual financial information as required
    m. Any other changes that may be required

Refunding Debt

42. Opportunities for refunding bond issues should be surveyed semiannually or when there are big swings in the interest rate environment.
43. Refunding opportunities shall be reported to the Council if net present value savings of [3%] or more can be achieved. The option value of each maturity for refunding consideration should also be

reviewed by the Finance Director and the Financial Advisor to determine favorability as a refunding candidate.

44. Comprehensive cost information associated with a refunding shall be reported to the Council as well a complete plan of refunding detailing the costs and benefits of each option.
45. Refunding opportunities for revenue bonds should be considered if restrictive covenants prevent the issuance of other debt or create other restrictions on the financial management of revenue producing activities.

Investment Policies

The funds of the City (with the exception of Pension Funds) will be invested in accordance with state law, including Tennessee Code Annotated (TCA) 6-56-106, which sets out authorized investments for Tennessee municipalities and within the parameters of this policy. The investment officers will diversify instruments to avoid unreasonable risks inherent in over investing in specific instruments, individual institutions or maturities. Funds of the Employees' Pension Trust are subject to different investment guidelines, which are established by the Pension Committee and City Council.

1. The City's investments shall be managed in such a manner as to attain a market average rate of return throughout all economic cycles. Preserving and protecting the capital will always be first priority followed by liquidity and yield.
2. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.
3. Investment decisions should not incur unreasonable investment risks in order to obtain ~~current~~ above market investment income.
4. The standard of prudence to be applied shall be the "prudent investor rule", which states "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
5. The prudent investor rule shall be applied in the context of managing the overall portfolio.
6. Before the City invests any of its funds in Collateralized Certificates of Deposit, competitive bids will be requested. All interested banks will be notified several working days prior to the date of bidding as to the amount and duration of investments. On the date of bidding, the request for bids will be sent out by e-mail or fax machine to all banks that have a collateral security agreement in place. The bidding will end at a time established and communicated in the official notification to interested banks after which time the winning bank will then be notified. All bids will be made on a 360 day basis or adjusted to a 360 day basis for comparison.
7. The City Recorder, Finance Director, City Treasurer and City Manager are designated as the investment officers of the City and are granted the authority to make investment decisions jointly within the parameters of the policy.
8. The investment officers will monitor the content of the investment portfolio, the available markets and the relative values of the qualifying investments, and will have privileges of adjusting the portfolio accordingly. No investments will be considered that are not described in the investment policy.

~~8.~~9. All investments of the City will meet the maturity standards prescribed in state law, including TCA Section 6-56-106.

~~Authorized Investments~~

~~The investment officers will diversify instruments to avoid unreasonable risks inherent in over investing in specific instruments, individual institutions or maturities. The instruments to be used are as follows:~~

~~1. Bonds, notes and treasury bills of the United States or other obligations guaranteed as to principal and interest by the United States or any of its agencies. May be used for up to 100 percent of the portfolio.~~
~~2. Repurchase agreements for obligations of the United States or its agencies.~~

~~3. Certificates of deposit in banks and savings and loan associations recognized as state depositories pursuant to TCA Section 9-4-107; provided, however, certificates of deposit shall be collateralized in accordance with the provisions of Tennessee Code Annotated.~~
~~4. Prime commercial paper which shall be rated in the highest category by at least two nationally recognized commercial paper rating services.~~
~~5. Prime bankers' acceptances eligible for purchase by the Federal Reserve System.~~
~~6. Securities lending agreement whereby securities may be loaned for a fee; provided, however, eligible collateral as defined in Tennessee Code Annotated, Section 9-4-103, whose market value is at least equal to one hundred two percent (102%) of the market value of the borrowed securities shall be required for each loan. For purposes of this provision, eligible collateral shall include cash collateral, which shall be equal to at least one hundred percent (100%) of the market value of the borrowed securities.~~
~~7. Local Government Investment Pool; up to 100 percent of the portfolio.~~

~~All investments of the City will meet the maturity standards prescribed in state law, including TCA Section 6-56-106.~~

Investment Risk Management

1. In order to minimize custodial credit risk, all deposits with financial institutions are required to be secured in one or a combination of the following ways:
    a. FDIC coverage
    b. By designated collateral securities under a collateral agreement with the institution, or
    c. By the institution's participation in the Tennessee collateral pool.
2. Interest rate risk will be managed through limiting maturities on investments. The following limits will apply to original maturities on investments:
    a. No greater than ~~24~~50% of the total General Fund portfolio may be invested for periods longer than ~~1~~2 years at any time.
    b. No amounts may be invested with original maturities for periods greater than prescribed by TCA Section 6-56-106~~2 years~~.

Cash Management Policies

1. The City recognizes that effective cash management is an integral component of sound financial management. Therefore, it is the policy of the City that funds deemed idle, based on projected cash flow and shall be invested in a manner that seeks to maximize their productivity until such time as they are needed for the operations of the City. Investments shall be at the highest rates obtainable at the time of investment, within the limitations of the law and our prudent investment policy. The City's investment portfolio shall be designed and managed in accordance with the responsibility of ensuring the public's trust and shall also be consistent with state and local laws.
2. Responsibility for the management of the City's investment portfolio is delegated to the Finance Director by the City Manager. The Finance Director will establish and maintain written procedures for the operation of the cash management and investment program consistent with this policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.
3. The City Finance Department requires that departments collecting cash receipts, whether in cash or other forms of payment, must turn in such receipts to the Finance Department on a daily basis together with records required to verify the accuracy of such collections. All receipts shall be deposited daily. Departments that are authorized to make bank deposits will promptly submit bank deposit receipts and daily cash reports to the Finance Department to verify the accuracy of collections. Any violation of this section of this policy by any employee of the City may result in disciplinary action.
4. The City may invest funds with depositories having offices located in the corporate limits of the City. If required services are not available with the local depository branch, the City may utilize services from the nearest branch to the corporate city limits. Any financial institution in which the City has funds shall provide such financial data to the Finance Director as may be required by the City to evaluate the financial condition of the institution. Such data may be in the form of audited financial statements or Federal Deposit Insurance Corporation regulatory reports. Any refusal to provide such information to the City may be cause for termination of the banking relationships or contracts with such institution.
5. The City requires full collateralization of all City investments as required in State statute. The City prefers financial institutions participate in the State Treasurer's collateralization pool. The City will allow FDIC coverage to be considered in calculating full collateralization.
6. At this time, the City chooses not to use derivative financial structures in the management of the City's investment portfolio. Prior to any proposed use of derivatives, a written management report detailing the positive and negative consequences of the structures will be presented and adopted by City Council.

MURFREESBORO
TENNESSEE

. . . creating a better quality of life

April 29, 2016

AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

Re: RESOLUTION TO JOIN THE TENNESSEE MUNICIPAL LEAGUE POOL

It is recommended that the City Council, pursuant to Tennessee Code Annotated §12-9-101 et seq., the Interlocal Cooperation Act, move to adopt the Resolution 16-R-12 and authorize Mayor Shane McFarland to execute the Interlocal Cooperation Agreement relative to participation in the Tennessee Municipal League Risk Management Pool.

Background:

The City's Police Professional Liability Insurance coverage was placed with the Tennessee Municipal League Pool. As a part of the process of becoming a member of a pool which is created pursuant to TCA 12-9-101 et seq. the City must become a member of the pool by way of the attached Resolution. The "Resolution" commits the City of Murfreesboro to participate in the agreement which established the TML Pool (the "Corporate Charter" is the document that created the TML Pool).

The "Interlocal Cooperation Agreement" is the formal document whereby the City acts to become a part of the TML Pool. This agreement allows the City to take advantage of "insurance" coverage by being a member. It also allows the City to take advantage of the resources which the Pool has in safety training. The last paragraph refers to TCA 29-20-101 et seq. This Is the Governmental Tort Liability Act and §401(k) authorizes a governmental entity (i.e., a city) to create a pool arrangement with another governmental entity. It also authorizes (but does not require) the governmental entity who is a member to purchase selected varieties of insurance mentioned in this statute without the necessity of public bidding.

The last paragraph also refers to TCA 48-51-101 et seq. which sets up the actions that may be taken by nonprofit corporations (i.e., the City).

The "Addendum #1..."Is an ethics policy which appears to be a fairly standard variety of ethics policy. The thrust is that the TML employees, directors, etc. act on behalf of the TML Pool and not on behalf of their personal interest.

The "Corporate Charter..." is the formal document that created the nonprofit organization known as the TML Pool.

Office of Risk Management
111 W. Vine St. * PO Box 1154 * Murfreesboro, Tennessee 37133-1154 Phone 615 217 3030 * Fax 615 217 3029 *
Email: rrucker@murfreesborotn.gov TDD 615 849 2689 www.murfreesborotn.gov

Fiscal impact:

As result of the Selection of the TML Pool by way of Invitation to Bid for Police Professional Liability Insurance and payment for the insurance, the fiscal impact has already been completed. There is no additional fiscal impact.

Recommendation:

It is recommended that the City Council approve the resolution allowing Mayor McFarland to execute the Interlocal Cooperation Agreement thereby making Murfreesboro a participant in the TML Risk Management Pool.

Sincerely,

Richard W. Rucker
Risk Manager/Staff Attorney

Office of Risk Management
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RESOLUTION 16-R-12 authorizing City to enter into a contract with the TML Risk Management Pool.

WHEREAS, Chapter 282 of the Tennessee Public Acts of 1979 grants governmental entities the specific power to secure risk management, insurance, or self-insurance for themselves and their employees in different areas of liability and insurability through joint and cooperative action with other municipalities under Section 12-9-101 et seq., Tennessee Code Annotated, as amended, known as the Interlocal Cooperation Act;

WHEREAS, the Cities of Athens and Hendersonville have heretofore entered into an agreement under said Interlocal Cooperation Act to create and establish the TML Risk Management Pool, a not-for-profit corporation, for the purpose of organizing and operating an insurance pool offering risk management and other related services in addition to basic insurance coverages;

WHEREAS, said agreement authorized any political subdivision of the State of Tennessee to become a participant in said agreement by adoption of an appropriate ordinance or resolution;

WHEREAS, the City Council of the City of Murfreesboro, Tennessee has determined that said municipality will benefit from its participation in said agreement with the City of Athens and Hendersonville and such other municipalities as may participate therein;

WHEREAS, it has been proposed that the City of Murfreesboro, Tennessee enter into a contact with the TML Risk Management Pool, a copy of said contract being attached hereto as Exhibit A and incorporated herein as fully as though copied; and,

WHEREAS, the City Council of the City of Murfreesboro, Tennessee has reviewed the provision of said contact and has determined it to be in the best interests of said municipality and its citizens that appropriate steps be taken to enter into said contract.

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

SECTION 1. The City of Murfreesboro, Tennessee shall participate in the agreement between the Cities of Athens and Hendersonville and such other municipalities as participate therein, said agreement being to cooperate in creating establishing and contracting with the TML Risk Management Pool, a not-for-profit Tennessee corporation organized to provide a method for political subdivisions of the State of Tennessee to obtain risk management, insurance, self-insurance or any combination thereof for any and all areas of liability or insurability.

SECTION 2. The form, content and provision of the contract, a copy of which is attached hereto as Exhibit A and incorporated herein as fully as though copied, are hereby approved.

SECTION 3. The Mayor is empowered and directed on behalf of the City of Murfreesboro, Tennessee to enter into said contract with the TML Risk Management Pool

for certain services of risk management and insurance in accordance with Chapter 282 of the Tennessee Public Acts of 1979, and to take such steps as may be necessary to implement and carry out the intent of the Resolution.

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

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig D. Tindall
City Attorney

INTERLOCAL COOPERATION AGREEMENT

RELATIVE TO PARTICIPATION IN THE

TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

RELATIVE TO PARTICIPATION IN THE

TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL

This agreement is entered into by the undersigned political subdivision of the State of Tennessee pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated, Section 12-9-101, et seq., and the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101, et seq.

Each political subdivision entering into this Interlocal Cooperation Agreement agrees to exercise its powers, privileges, authority, and financial and administrative resources jointly with other political subdivisions to provide a method for obtaining risk management, self insurance, insurance and reinsurance, or any combinations thereof, for any and all areas of their liability or insurability, including, but not limited to, property insurance, the liabilities created by the Tennessee Governmental Tort Liability Act, liabilities under the Workers' Compensation Law, and any other areas of liability or insurability authorized by Tennessee Code Annotated, Section 29-20-401. The Agreement to establish the TML Insurance Pool, an Interlocal Cooperation Agreement between the Tennessee cities of Athens and Hendersonville, became effective in 1979 and the corporation was created. The name of the corporation was changed to Tennessee Municipal League Risk Management Pool in 1984. The Corporations political subdivisions who have participated in the Tennessee Municipal League Risk Management Pool (TML Pool) pursuant to the 1979 Agreement ratify that Agreement, and amend it by substituting this Agreement. The power and authority conferred by the 1979 Agreement are carried forward and continued in this Agreement.

Any other political subdivision of the State of Tennessee may become a participant in this Agreement by passage of an ordinance or resolution as may be legally appropriate. This Agreement shall be completely terminated only upon the action of all but one participating political subdivision to repeal, revoke, or rescind that action authorizing and effectuating their participation unless otherwise terminated by the board of directors. If the Agreement is completely terminated, the property of the Corporation shall be disposed of as provided in the Charter.

In order for this political subdivision to increase the advantages of exercising its powers, privileges, authority, and financial and administrative resources jointly with other political subdivisions and to effectuate this Agreement, it approves the creation, establishment, and operation of the not-for-profit Tennessee corporation known as the Tennessee Municipal League Risk Management Pool, whose charter and amendments are in Exhibit A, attached to and incorporated in this agreement, with the powers, purposes, and attributes set forth in them.

After joining the Interlocal Cooperation Agreement, each political subdivision may enter in to plans, agreements, or contracts with the TML Pool for the provision of any or all of the services the TML Pool is created to provide upon terms agreed to by the political subdivision and the TML Pool. Terms shall include the nature and scope of services to be provided; the method by which contributions or premiums shall be levied and paid, and any other necessary terms.

The TML Pool shall be financed from the contributions or premiums paid by participating political subdivisions, to the TML Pool, in accordance with the terms of their plans, agreements, or contracts with the TML Pool.

Establishment and maintenance of a budget for the Corporation shall be the responsibility of the Board of Directors.

The powers of the corporation shall be exercised by the Board of Directors in accordance with its charter.

The Corporation may do all acts authorized by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101, et seq., and as it may be amended, and as authorized by the Tennessee Non-profit Corporation Act, Tennessee Code Annotated, Section 48-51-101, et seq., and as it may be amended.

INTERLOCAL COOPERATION AGREEMENT

SIGNATURE SECTION

Signed By: _____
Name

_____
Title

_____
Entity

Attest: _____
Name

_____
Title

Date: _____

Addendum #1 to the TML Pool Interlocal Agreement - Ethics Policy

RESOLUTION NO. 2007- 01

A RESOLUTION OF THE TML RISK MANAGEMENT POOL BOARD ESTABLISHING A CODE OF ETHICS

WHEREAS, the Comprehensive Governmental Ethics Reform Act of 2006 (Public Chapter No. 1 of the Extraordinary Session of the 2006 General Assembly), requires governmental entities to adopt a Code of Ethics, and

WHEREAS, the Act provides that such Code of Ethics shall apply to all boards, commissions, authorities, corporations, and other entities created or appointed by such governmental entities, as well as their employees.

NOW THEREFORE, BE IT RESOLVED BY THE TML POOL BOARD OF DIRECTORS, THAT THE TML POOL CODE OF ETHICS SHALL READ AS FOLLOWS:

TML RISK MANAGEMENT POOL CODE OF ETHICS

SECTION 1: Applicability and interpretation.

(a) This article establishes the code of ethics for the TML Risk Management Pool (the Pool) and applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation or other instrumentality appointed or created by the Pool. When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel provisions. In any situation in which a personal interest is also a conflict of interest under state law, the more restrictive provision shall apply.

(b) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.

SECTION 2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Censure means an expression of severe criticism or reproach.

Credible, for the purposes of complaints alleging that any official or employee has violated any provision of this article, means that the complaint is not:

(1) Submitted anonymously.

(2) Clearly unbelievable.

(3) From a source not considered to be trustworthy under the circumstances.

Employment interest includes a situation in which an official or employee or a designated family member is employed with or negotiating possible employment with a person or organization that is the subject of a vote or that is to be regulated or supervised.

Gift means the transfer of anything of economic value, regardless of form, without reasonable consideration. "Gift" may include a subscription, membership, loan, forgiveness of debt, advance or deposit of money or anything of value, conveyed or transferred. "Gift" does not include political campaign contributions which are solicited or accepted in accordance with applicable laws and regulations.

Official(s) means the members of the board of directors, or other person(s) in a position of authority, as well as members appointed thereby to committees, task forces, etc.

Personal interest means:

(1) Any financial, ownership or employment interest in the subject of a vote by the Pool board not otherwise regulated by state statutes on conflicts of interests; or

(2) Any financial, ownership or employment interest in a matter to be regulated or supervised; or

(3) Any such financial, ownership or employment interest of the official's or employee's immediate family. For the purposes of this article, "immediate family" includes spouse, children (including natural, step and adoptive), parents (including natural, step and adoptive), siblings, parents-in-law, siblings-in-law, grandparents and grandchildren, and any other individual residing within the employee's household who is a legal dependent of the employee for income tax purposes.

Pool means The TML Risk Management Pool.

SECTION 3. <u>Disclosure of personal interest by official with vote</u>.

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself from voting on the measure.

SECTION 4. Disclosure of personal interest in nonvoting matters.

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of discretion shall disclose the interest, before the exercise of the discretion when possible, on a form provided by and filed with the personnel director. Copies of such forms filed with the personnel director shall be provided to the President and, in the case of an employee, filed in the employee's personnel file. In addition, the official or employee may, to the extent allowed by law, charter, or policy, recuse himself from the exercise of discretion in the matter.

SECTION 5. Acceptance of gifts, gratuities, etc.

(a) An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the Pool:

(1) For the performance of an act, or refraining from performance of an act, that the individual would be expected to perform, or refrain from performing, in the regular course of the individual's duties; or

(2) That might reasonably be interpreted as an attempt to influence the individual's action, or reward the individual for past action, in executing Pool business.

(b) Unless impartiality and independent judgment of an official or employee would be compromised, this section shall not apply to meals provided to officials or employees or gifts of food, candy or other items of de minimis value.

SECTION 6. Use of information.

(a) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(b) An official or employee may not use or disclose information obtained in his official capacity or position of employment and not available to the general public with the intent to result in financial gain for himself or any other person or entity.

(c) Confidential information will remain the exclusive property of the employer and will only be used by an employee for permitted purposes. Employees will not use confidential information for any purpose which might be directly or indirectly detrimental to the employer or any of its affiliates.

SECTION 7. Use of Pool time, facilities, etc.

An official or employee may not use or authorize the use of Pool time, facilities, equipment, supplies or other resources for private gain or advantage to himself or to any private person or entity, except as authorized by legitimate contract or lease that is determined by the board of directors to be in the best interests of the Pool. This prohibition shall not apply when the board of directors or the President has authorized the use of such resources and established policies governing such use.

SECTION 8. Use of position or authority.

(a) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the Pool; provided, however, that this section shall not apply to reasonable amounts paid for:

(1) Food, transportation, lodging and other travel expenses incurred in accordance with the Pool's adopted travel policy.

(2) Dues, registrations, meals and similar expenses incurred in conjunction with membership or participation in a professional or community organization to which the official or employee belongs in his official capacity.

(3) Meals purchased in the course of an official business meeting conducted on the Pool's behalf.

(b) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized in this article or by law, the charter, or policy of the Pool.

(c) No official or employee shall provide commercial or advertising endorsements in such a manner as to convey the Pool's approval of any private for-profit enterprise; provided, however, that an official or employee may respond to inquiries seeking information as to the Pool's experience with a vendor or other private enterprise.

SECTION 9. Ethics opinions; complaints; investigations.

(a) *Ethics officer.* The general counsel is designated as the ethics officer of the Pool. The general counsel, in his discretion, may request that the President or board of directors appoint another attorney, individual or entity to act as ethics officer for the purposes of any specific investigation. For complaints considered by the board of directors under the provisions of this section, the board of directors may choose an individual or entity other than the general counsel to act as the ethics officer for the purposes of investigating the complaint.

(b) *Ethics opinions.* Upon the written request of an official or employee potentially affected by a provision of this article, the ethics officer may render an oral or written advisory ethics opinion based upon this article and other applicable law.

(c) *Ethics complaints and investigations.* Allegations that any official or employee has violated any provision of this article will be processed and handled as follows:

(1) A complaint will be acted upon only if the complaint is in writing, signed by the person making the complaint and submitted to:

a. The ethics officer, if the complaint is against any employee other than the President or the ethics officer.

b. The President, if the complaint is against the ethics officer or any official.

c. The chairman of the board, if the complaint is against the President.

(2) The ethics officer shall investigate any credible written complaint against an employee, other than the President or the ethics officer.

(3) When a complaint is filed against the President, the ethics officer, an appointed official or a member of the board of directors, the complaint shall be referred to the board of directors. For any such complaint, other than a complaint against the President, the President may gather information and present pertinent facts to assist the board of directors in its determination. The board of directors, by majority vote of its entire membership, shall determine that the complaint is credible and that a violation of this article has occurred, that the complaint is not credible or does not have merit, or that the complaint has sufficient merit to warrant further investigation; except that if the complaint is filed against a member of the board of directors, the disposition of the complaint shall be determined by a majority vote of the remaining members of the board of directors. If the board of directors determines that a complaint warrants further investigation, it shall authorize an investigation by the ethics officer, provided that the board of directors may choose an individual or entity other than the general counsel to act as the ethics officer for the purposes of the investigation.

(4) The ethics officer may also undertake an investigation on his own initiative when he acquires information indicating reasonable suspicion of a violation.

(5) Any person who is the subject of an investigation by the ethics officer shall be notified in writing at the beginning of the investigation and allowed the opportunity to respond to all allegations in person and/or in writing during the course of the investigation.

(6) In the course of an investigation, the ethics officer, at his discretion, may hold meetings and conduct interviews in person or by telephone, involving officials and employees of the Pool, as well as other individuals. The ethics officer may also request any information that he believes may be pertinent to the investigation. An employee's failure to cooperate in any investigation by the ethics officer shall be considered an act of insubordination and treated as such under the Pool's personnel rules and regulations.

(7) At the conclusion of an investigation, the ethics officer may issue written findings and make recommendations for action to end or seek remedies for any activity that, in the ethics officer's judgment, constitutes a violation of this code of ethics. For an investigation of any employee other the President, copies of such findings and recommendations shall be provided to the employee, the President, the personnel director and the employee's department head. For an investigation of any other individual, copies of such findings and recommendations shall be provided to the President, the board of directors and the individual who is the subject of the investigation.

SECTION 10. Violations.

(a) A member of the board of directors who violates any provision of this article is subject to punishment as provided by the Pool's charter, bylaws and/or other applicable law, and in addition is subject to censure by the board of directors. Any action taken by the board of directors against a member of the board of directors shall be determined by a majority vote of the remaining members of the board of directors.

(b) An official other than a member of the board of directors who violates any provision of this article is subject to punishment as provided by the Pool's charter, bylaws, and/or other applicable law. In addition, the board of directors may, by majority vote of its entire membership, censure the official or remove the official from office in such manner as may be permitted by law.

(c) In addition to any other remedy provided by law, an employee who violates any provision of this article is subject to disciplinary action, in accordance with the Pool's personnel rules and regulations, including but not limited to dismissal.

SECTION 11. In case of conflict between this policy or any part hereof, and the whole or part of any existing policy of the Pool, the provision that establishes the higher standard shall prevail.

SECTION 12. If any section, subsection, clause, provision or portion of this policy is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this policy.

THIS RESOLUTION SHALL TAKE EFFECT FROM AND AFTER ITS FINAL PASSAGE IN ACCORDANCE WITH THE COMPREHENSIVE GOVERNMENTAL ETHICS REFORM ACT OF 2006 (Public Chapter 1 of the Extraordinary Session of the 2006 General Assembly).

DATE APPROVED BY BOARD: June 8, 2007

APPROVED FOR LEGAL FORM: General Counsel

CHAIRMAN

PRESIDENT

CORPORATE CHARTER

OF

TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL

CORPORATE CHARTER
OF
TML RISK MANAGEMENT POOL

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Cooperation Act, adopt the following charter for such corporation:

1. **The name of the corporation is Tennessee Municipal League Risk Management Pool.**

2. **The duration of the corporation is perpetual.**

3. **The address of the principal office of the corporation in the State of Tennessee is 5100 Maryland Way, Brentwood, Tennessee 37027.**

4. **The corporation is not for profit. It shall not have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any trustee, officer, or individual.**

5. **The purpose or purposes for which the corporation is organized are:**

   (a) to provide to governmental entities of the State of Tennessee including but not limited to, any municipality, metropolitan government, county, utility district, school district, human resource agency, and development district, duly created and existing pursuant to the constitution and laws of Tennessee, or any instrumentality of government created by any one or more of the herein named local government entities, or any instrumentality of government created by an act of the general assembly, such financial, administrative, and other services in the areas of risk management, insurance, and self-insurance in all areas of liability and insurability for such governmental entities, and to provide means for joint and cooperative action by such governmental entities, including a means for the pooling of their financial and administrative resources.

(b) to have and exercise all the powers necessary or convenient to effect any or all of the purposes mentioned in subsection (a) for which the corporation is organized, including but not limited to, the power to:

(1) prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering, or providing any part or all of the plans, policies, or services which may be provided by the corporation on behalf of and with participating governmental entities;

(2) determine the rates, risks, benefits and terms of any plans, policies, or services offered by the corporation; adjust the rates and benefits based on claim experience after proper notice to affected participating governmental entities;

(3) provide for individual or collective underwriting or other agreements for participating governmental entities in any plan, policy, or service offered by the corporation; serve as the policy-holder of any group policies or plans; determine the methods of claim administration and payment; provide for claim experience for participating governmental entities, collectively or separately; provide for risk management and loss prevention services for participating governmental entities;

(4) determine the amount of contributions, premiums or assessments required from participating governmental entities for the purpose of participating in any part or all of the plans, policies, or services established by the corporation;

(5) establish standards for eligibility of participating governmental entities or their employees in any plan, policy, or service; establish procedures for enrollment and withdrawal in any plan, policy, or service; and to establish effective dates of coverage;

(6) provide for the administration of all corporate funds, for the method of payments to such funds and for payment of all expenses in connection with the plans, policies, or services which may be established which shall include the power to provide for the partial for

complete pooling of such funds and to establish procedures for safekeeping, handling, and investing such fund or funds and any monies received or paid;

(7) to establish procedures for grievances of governmental entities and employees regarding allowance and payment of claims, eligibility, and other matters;

(8) employ such administrative, actuarial, legal, technical, clerical, or other employees or consultants as may be necessary to effectuate the purposes of the programs of the corporation;

(9) incur expenses, acquire and hold property, and enter into contracts necessary to accomplish the purposes of the corporation;

(10) to compromise and settle any action for damages or relief brought under the Tennessee Governmental Tort Liability Act, including specifically the provisions of T.C.A. 23-3321;

(11) act as the self-insuror for each governmental entity contracting with the corporation as to its liabilities under the Tennessee Governmental Tort Liability Act for purposes of the statutory limits on such liabilities, as they are now codified at T.C.A. 23-3327, or as the same may be modified;

(12) hire any individual, partnership, or corporation to provide any or all of the services, or to perform any or all of the acts which the corporation is authorized to provide; and,

(13) exercise the powers granted by Tennessee Code Annotated 48-402.

(c) to reinsure, in whole or in part, any of the areas of liability or insurability of governmental entities or governmental employees through the creation, operation, or ownership, in whole or in part, of reinsuring entities, by entering into contract or treaties or reinsurance with reinsuring entities, or by any combination thereof, provided that the reinsuring entity is lawfully created under the laws of its jurisdiction, or

otherwise as permitted by law. This power to create, operate, or own shall include the power to invest the assets of the corporation in such reinsuring entities or to guarantee any loans or letters of credit in favor of such reinsuring entities.

6. The corporation is not to have members.

7. These articles may be amended in the manner provided by statue at the time of amendment.

8. In the event of any dissolution or liquidation of the corporation, the assets of the corporation shall be distributed in accordance with the vote of five-sevenths of the Board of Trustees provided that none of the assets of the corporation shall be distributed to any individual. In the event of the dissolution of this corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property, and assets of the corporation shall be distributed to such municipal corporation, or corporations, or governmental entities as may be selected by the Board of Trustees of this corporation. In no event shall any of the assets or property of this corporation, or the proceeds of any of the assets or property, be distributed to any individual, it being the intent in the event of dissolution of this corporation, or upon its ceasing to carry out the object and purposes herein set forth, that the property and assets then owned by the corporation shall be devoted to the selected governmental entities for the purpose of benefiting such entities and the public.

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

REGULAR AGENDA

May 2, 2016

Honorable Mayor and Members of City Council:

1. Accept from Christy-Houston Foundation a $900,000 Grant for the Community Technology Center (CTC)
2. Hiring of Johnson and Bailey Architects for the Community Technology Center

---

1. Accept from Christy-Houston Foundation a $900,000 Grant for the Community Technology Center

The Christy-Houston Foundation has awarded the City a $900,000 grant for the construction of a Community Technology Center, located on the grounds of Hobgood Elementary School. Funds are presently planned to extend over three years, but may be accelerated at the discretion of the Foundation.

With this grant, the Linebaugh Library board has raised $1. 8M for construction and furnishings/equipment. This completes the funding needed for construction of the CTC. Previously, the City Council committed the site and a $400,000 capital contribution and the Rutherford County Commission approved $400,000 towards the establishment of a "digital" center filled with a variety of computers and other electronic devices (e-readers, iPads, etc.); study/meeting rooms for students, small businesses, and training and computer classes. Additionally, the State of Tennessee has been approached for “bricks & mortar” money in the amount of $100,000.

Cash Budget for the Community Technology Center

Christy-Houston Foundation	$900,000
Rutherford County	$400,000
City of Murfreesboro	$400,000
State of Tennessee	$100,000
Total	$1,800,000
Construction Cost	$1,200,000
Architecture, other professional	$100,000
Furnishing and Equipment	$500,000
Total	$1,800,000

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

The City is grateful for Christy-Houston's continued support of the Linebaugh Public Library System, the City of Murfreesboro and to this specific project. Staff recommends acceptance of the grant and terms from the Christy-Houston Foundation (contract attached).

2. Hiring of Johnson and Bailey Architects for the Community Technology Center

Architect Lyle Lynch, with Bailey + Johnson Architects, has conceptually designed a 5,264 square foot building to house the necessary space for the CTC in advance of a formal contract.

Subject to final Legal Department approval, staff recommends the award of a contract to Johnson + Bailey Architects in the amount of $85,212.00 for architectural, civil, landscaping, mechanical, plumbing and electrical designs. The fee is based on the State of Tennessee's architectural fee schedule.

Johnson + Bailey's standard AIA contract is attached.

Sincerely,

James H. Crumley
Assistant City Manager

THE CHRISTY-HOUSTON FOUNDATION
GRANT TERMS AND CONDITIONS

Date April 22, 2016

Dear Robert J. Lyons City Manager of Murfreesboro

The Christy-Houston Foundation ("the Foundation") is pleased to inform you that its Board of Directors has elected to award a grant of $ 900,000.00 to your organization in response to your grant application dated February 2016.

Under provisions of Internal Revenue Service regulations, applicable to the Foundation, all grant funds must be expended solely for charitable, scientific, or educational purposes. No part of the funds can be used in any way that might influence or otherwise further a political or legislative process, nor will they be used in any manner detrimental to the Foundation's reputation or contrary to its goals and objectives. This grant is awarded only for the purpose(s) stated in your grant application as follows:

Matching funds for the purpose of constructing and furnishing a Community Technology Center to be located on the Hobgood ElementaryuSchool campus.

You confirm that you are a governmental entity, agency, or instrumentality.

The Foundation will make the grant funds available upon your agreement with these Grant Terms and Conditions, or over a 3 year period beginning AT Groundbreaking. The funds will be distributed in 3 increments, each distribution to be made upon your written request for payment. If the grant funds are distributed in a single payment, it is expected that the funds will be totally expended within one year of the date of receipt of the funds, and if not so expended, you agree to submit a written request for an extension which will include a summary progress report.

You will be required to furnish a written report to the Foundation upon completion of the grant period. If the grant period exceeds one year, interim reports are to be furnished at the close of each twelve month period in addition to the final report. You agree to provide such additional information, reports, and documents as the Foundation may request. The Foundation may conduct an evaluation of your progress made under this grant, which may include a visit from Foundation personnel to observe your program and to review financial records pertaining to the activities financed by this grant.

Any portion of the grant funds improperly used or not expended for the purpose of the grant, as stated herein, will be returned to the Foundation together with any income earned

during interim investment of the funds.

Within 1 months after the program or project supported by this grant has been completed, you agree to submit to the Foundation a full and complete accounting of all expenditures made on the program or project. You also agree to maintain complete and accurate books and records regarding the program or project and make them available for inspection by the Foundation upon the Foundation's request.

Force majeure shall mean any unforeseeable exceptional situation or event beyond reasonable control of either party which prevents either party from fulfilling any of its obligations under this agreement, was not attributable to error or negligence on the part of either party, and proves insurmountable in spite of all due diligence.

A party faced with force majeure shall inform the other party in writing and without delay stating the nature, probable duration and foreseeable effects.

Neither of the parties shall be held in breach of their obligations under this agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimize any damage due to force majeure.

If this letter correctly sets forth your understanding of the terms and conditions of this grant, please sign and return it to the Foundation at which time and place the grant funds will be available.

On behalf of the Foundation's Board of Directors, may I extend every good wish for the continued success of your project.

Sincerely,

CHRISTY-HOUSTON FOUNDATION

Robert B. Mifflin
President

The undersigned understands and agrees to the Terms and Conditions of the grant.

CITY OF MURFREESBORO

Applicant Organization

Date 4-25-16

For the Applicant

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Ninth (29th) day of June in the year Two Thousand Fifteen (2015)
(In words, indicate day, month and year.)

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

Linebaugh Public Library System
105 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
City Center, Suite 700
Murfreesboro, Tennessee 37130

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

Community Technology Center at Hobgood Elementary School
Murfreesboro, Tennessee
J+B No. 1507

The Owner and Architect agree as follows.

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

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

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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.)

See Exhibit "A" dated June 26, 2015

§ 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:

November 2015

.2 Substantial Completion date:

July 2016

§ 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.

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§ **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.

§ **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.

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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.

§ 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.

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§ 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.

§ 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;

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.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.

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§ **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

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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	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	

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§ 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	
§ 4.1.8	Landscape design	Architect	
§ 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	Not Provided	
§ 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)

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.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 Twenty Four (24) 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

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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.

§ 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.

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§ **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 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.

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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

[X] 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

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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, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 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.

§ 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.

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

§ **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/([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.)

Payment to Architect shall be on an hourly basis according to the rates established in Paragraph 11.7.

§ **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.)

Lump sum amount as agreed upon between parties.

§ **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 (5%)
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.

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

Employee or Category	Rate
Principal Architect	$175.00 Per Hour
Staff/Intern Architect	$125.00 Per Hour
Field Representative	$ 85.00 Per Hour
Draftsman	$ 85.00 Per Hour
Administrative Personnel	$ 65.00 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.

§ 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 Percent Per Annum

§ 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.

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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

(Paragraph deleted)

.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.)

Exhibit "A" Johnson + Bailey Architects P.C. email dated June 26, 2015.

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

OWNER

Linebaugh Public Library System

105 West Vine Street

Murfreesboro, Tennessee 37130

(Signature)
Rita Shacklett, Director
Date:
(Printed name and title)

(Signature)
Christie Lee, Library Board Chair
Date:
(Printed name and title)

ARCHITECT

Johnson + Bailey Architects P.C.

100 East Vine Street, City Center, Suite 700

Murfreesboro, Tennessee 37130

(Signature)
R. Lyle Lynch, Vice President
Date: June 29, 2015
(Printed name and title)

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PAGE 1

AGREEMENT made as of the Twenty Ninth (29th) day of June in the year Two Thousand Fifteen (2015)

...

Linebaugh Public Library System
105 West Vine Street
Murfreesboro, Tennessee 37130

...

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

...

Community Technology Center at Hobgood Elementary School
Murfreesboro, Tennessee
J+B No. 1507

PAGE 2

See Exhibit "A" dated June 26, 2015

...

November 2015

...

July 2016

PAGE 3

State Farm Insurance Company	$1,000,000.00

...

State Farm Insurance Company	$1,000,000.00

...

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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.~~

PAGE 8

§ 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)	Architect & Owner	
§ 4.1.2	Multiple preliminary designs	Architect	
§ 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	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	

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§ 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	Not Provided	
§ 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	

PAGE 9

None

...

~~.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;~~

PAGE 10

~~.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 ~~( ) reviews~~ 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 ~~( ) inspections~~ 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 ~~( ) inspections~~ One (1) inspection for any portion of the Work to determine final completion

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§ **4.3.4** If the services covered by this Agreement have not been completed within Twenty Four (24) 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

[X] Litigation in a court of competent jurisdiction

...

~~§ 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).~~

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~~§ 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.~~

PAGE 15

~~§ 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.

...

Payment to Architect shall be on an hourly basis according to the rates established in Paragraph 11.7.

...

Lump sum amount as agreed upon between parties.

§ 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~~	~~%)~~

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase	Twenty percent (20%)
Construction Documents Phase	Forty percent (40%)
Bidding or Negotiation Phase	Five percent (5%)
Construction Phase	Twenty percent (20%)
Total Basic Compensation	One Hundred percent (100%)

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PAGE 16

Principal Architect	$175.00 Per Hour
Staff/Intern Architect	$125.00 Per Hour
Field Representative	$ 85.00 Per Hour
Draftsman	$ 85.00 Per Hour
Administrative Personnel	$ 65.00 Per Hour

...

~~.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.

...

~~%~~ Three Percent Per Annum

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None

...

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

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(1232496181)

...

Exhibit "A" Johnson + Bailey Architects P.C. email dated June 26, 2015.

...

OWNER	ARCHITECT
Linebaugh Public Library System	**Johnson + Bailey Architects P.C.**
105 West Vine Street	**100 East Vine Street, City Center, Suite 700**
Murfreesboro, Tennessee 37130	**Murfreesboro, Tennessee 37130**

...

Rita Shacklett, Director	R. Lyle Lynch, Vice President
Date:	Date: June 29, 2015

...

(Signature)
Christie Lee, Library Board Chair
Date:
(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Richard Lyle Lynch, 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 10:57:15 on 06/25/2015 under Order No. 0555266606_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.

R. Lyle Lynch

(Signed)

Architect

(Title)

6·29·15

(Dated)

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Johnson + Bailey Architects P.C.

June 29, 2015

Ms. Rita Shacklett, Director
Linebaugh Public Library System
105 West Vine Street
Murfreesboro, TN. 37130

Re: Community Technology Center at
Hobgood Elementary School
Murfreesboro, Tennessee
J+B No. 1507

Dear Ms. Shacklett:

This letter is to serve as a proposal for Architectural Services for the referenced project. Johnson + Bailey Architects is very interested in providing architectural services to the Linebaugh Public Library System, and are particularly interested in this project since we have designed several recent additions to the adjacent school building. We propose to provide full architectural services for the State of Tennessee architectural fee schedule, which is calculated by the formula 35/(log P-1.15), where P is the construction cost. This is a sliding fee schedule which decreases the fee percentage as the construction increases. I have attached a spreadsheet showing fees for a variety of construction costs. As an example, for a project with a construction cost of $1,200,000.00, the total fee would be 7.101% X $1,200,000.00 = $85,212.00.

This fee includes architectural, structural, civil, landscaping, mechanical, plumbing, and electrical, disciplines. The scope of services includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation, and Construction Phase services as described in AIA Document B101 - 2007, Standard Form of Agreement Between Owner and Architect (Agreement).

Selection of Johnson + Bailey Architects for this project would have the following benefits:

- Familiarity with the proposed building site.
- Familiarity with Murfreesboro Planning Commission and Murfreesboro Board of Zoning Appeals submittal and approval process.
- Familiarity with Murfreesboro Building & Codes submittal and approval process.
- Familiarity with Tennessee State Fire Marshal's Office submittal and approval procedures.
- Experience with local utility providers.
- With our office located in downtown Murfreesboro, we across the street from the Owner's main location, and are within minutes of the construction site.

If you find the above acceptable, please execute both originals of the attached agreement, return one to this office, and retain one for your records.

Your consideration of Johnson + Bailey Architects would be sincerely appreciated.

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

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

R. Lyle Lynch, Vice President

encl: AIA Document B101 - 2007, Standard Form of Agreement Between Owner and Architect dated June 29, 2015 (2 Originals)

State of Tennessee Fee Schedule

STATE OF TENNESSEE
FEE %

ARCHITECT - ENGINEERS FEE SCHEDULE ADOPTED
BY THE STATE BUILDING COMMISSION

This fee is for all projects funded by the General Assembly and for Revenue Bond Authority financed projects and approved by the State Building Commission. This fee is to be used in conjunction with the State Architects-Engineer Contract.

The fee is a percentage calculated by the formula 35/(log P-1.15), where P is the project cost (Maximum Allowable Construction Cost - MACC).

For Renovations, Repairs, Alterations, etc., the fee is 125% of the basic rate.

P	FEE %	P	FEE %	P	FEE %
50,000	9.862	1,700,000	6.889	3,350,000	6.512
100,000	9.091	1,750,000	6.872	3,400,000	6.504
150,000	8.693	1,800,000	6.856	3,450,000	6.496
200,000	8.432	1,850,000	6.840	3,500,000	6.489
250,000	8.239	1,900,000	6.824	3,550,000	6.481
300,000	8.089	1,950,000	6.809	3,600,000	6.474
350,000	7.965	2,000,000	6.795	3,650,000	6.467
400,000	7.862	2,050,000	6.781	3,700,000	6.460
430,000	7.806	2,100,000	6.767	3,750,000	6.453
500,000	7.694	2,150,000	6.754	3,800,000	6.446
550,000	7.625	2,200,000	6.741	3,850,000	6.439
600,000	7.562	2,250,000	6.728	3,900,000	6.433
650,000	7.506	2,300,000	6.716	3,950,000	6.426
700,000	7.455	2,350,000	6.704	4,000,000	6.420
750,000	7.407	2,400,000	6.692	4,050,000	6.413
800,000	7.364	2,450,000	6.680	4,100,000	6.407
850,000	7.323	2,500,000	6.669	4,150,000	6.401
900,000	7.285	2,550,000	6.658	4,200,000	6.395
950,000	7.250	2,600,000	6.648	4,250,000	6.389
1,000,000	7.216	2,650,000	6.637	4,300,000	6.383
1,050,000	7.185	2,700,000	6.627	4,350,000	6.377
1,100,000	7.155	2,750,000	6.617	4,400,000	6.371
1,150,000	7.127	2,800,000	6.607	4,450,000	6.366
1,200,000	7.101	2,850,000	6.598	4,500,000	6.360
1,250,000	7.075	2,900,000	6.588	4,550,000	6.354
1,300,000	7.051	2,950,000	6.579	4,600,000	6.349
1,350,000	7.028	3,000,000	6.570	4,650,000	6.344
1,400,000	7.005	3,050,000	6.561	4,700,000	6.338
1,450,000	6.984	3,100,000	6.553	4,750,000	6.333
1,500,000	6.964	3,150,000	6.544	4,800,000	6.328
1,550,000	6.944	3,200,000	6.536	4,850,000	6.323
1,600,000	6.925	3,250,000	6.528	4,900,000	6.317
1,650,000	6.907	3,300,000	6.519	4,950,000	6.312
				5,000,000	6.307

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

REGULAR AGENDA

May 2, 2016

Honorable Mayor and Members of City Council:

RE: Resolutions 16-R-10 and 16-R-11 to Refinance City General Obligation and Water and Sewer/ General Obligation Bonds

It is recommended that City Council adopt Resolutions 16-R-10 and 16-R-11 being the Bond Resolutions to refinance $35.45 million in General Obligation (16-R-10) debt of the City and $19.8 million in Water and Sewer Revenue and General Obligation (16-R-11) Bonds. Interest rates have improved since the 2009 sale of the Water and Sewer Bonds and the 2010 sale of the General Obligation bonds to the point that refinancing produces significant savings to both Funds. The Bond Resolutions defines the details of how the bonds would be issued, tracked and repaid. It is recommended that City Council employ Bass, Berry and Sims to serve as Bond Counsel on the issuance of debt.

1. Overview

The City sold $47.6 million in General Obligation bonds in October 2010 as tax-exempt fixed rate debt to pay for a wide range of municipal projects including Veterans Parkway, Joe B. Jackson Parkway, widening Manson Pike and Fortress Boulevard, improvements to Maney Avenue and renovation of Sports*Com. These bonds carried an average interest rate of 2.89%.

It is anticipated that $35.45 million in refunding debt could be competitively sold today at a rate of 1.65%, creating after expense of issuance gross savings of $1.569 million over the remaining ten years of the bonds life and produce budget savings of between $155,000 and $160,000 per year.

The Water and Sewer Revenue and General Obligation bonds were sold in August 2009 as tax-exempt fixed rate debt and payed for numerous utility improvements. These bonds carried an average interest rate of 4.08%

It is anticipated that $19.8 million in refunding debt could be competitively sold today at a rate of 1.65%, creating after expense of issuance gross savings of $1.061 million and annual budget savings of between of approximately $105,000 per year.

None of these bonds will have their initial terms extended and the refinancing meets all of the City's adopted Financial Policies.

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

2. Bond Issuance Process

Council previously employed Cumberland Securities to serve as Financial Advisor to the City in the issuance of debt. In that role, Cumberland has advised the City on the structure and details of the bonds to insure a competitive price. They have also prepared a Preliminary Official Statement (POS) that serves as a guide to investors contemplating the purchase of the City's bond.

Bass, Berry and Sims is recommended to serve as bond council and has prepared both the Initial Resolution and the Bond Resolution. Bass, Berry has served the City as Bond Counsel on numerous occasions, most recently the 2016 General Obligation Bond issue. Their proposed fees for the services are $38,500 for the General Obligation Bonds and $22,500 for the Water and Sewer issue.

The actual form and details of the bonds are documented in the Bond Resolutions (Resolution 16-R-10 for the General Obligation and 16-R-11 for the Water and Sewer Bonds). It is a detailed document that sets all the terms of the bonds from their authorization, through the details of the tracking and registration of the bonds electronically.

These bonds are proposed to be sold in the open market to obtain the most competitive pricing possible. The Bond Resolution sets forward the General Obligation pledge, whereby the City guarantees its "full faith and credit" to repay the bonds on the schedule prescribed.

The Bond Resolution also describes the tax-exempt status of the bonds, the fact that the reasonable economic life of the assets purchased or built with the bonds exceeds the term of the bonds and describes the continuing disclosure of the City's financial information required by the current securities regulations.

3. Recommendation

Staff recommends the adoption of Resolutions 16-R-10 and 16-R11 to refinance $35.45 million in General Obligation (16-R-10) debt of the City and $19.8 million in Water and Sewer Revenue and General Obligation (16-R-11) Bonds. This action will save over $1M dollars in interest cost in both the General Fund and the Water and Sewer Fund, while creating annual budget savings in each activity of the City.

Sincerely,

James H. Crumley
Assistant City Manager

Plan of Refunding – City of Murfreesboro, Tennessee (the "City")

A) **Identification of Key Professionals (including financial advisors, bond counsel, underwriters, or lenders) who have provided advice or proposals on which the Entity relied to prepare the Plan):**

1. Financial Advisor: Cumberland Securities Company, Inc.
2. Bond Counsel: Bass, Berry & Sims
3. Underwriter: To be determined at Competitive Public Sale

B) **Purpose(s) of Refunding, including parameters:**

1. **Cost Savings: include a projection of the savings and amortization schedules for both refunding and refunded debt:**
    a. 2016B Bonds (City): The City anticipates a gross savings of $1,569,221 or $1,539,978 net present value or 4.54% on the Series 2016B Bonds. See page 3 of the "Preliminary Refunding Analysis" attached to this report.
    b. 2016C Bonds (W&S): The City anticipates a gross savings of $1,061,478 or $987,245 net present value or 5.63% on the Series 2016C Bonds. See page 10 of the "Preliminary Refunding Analysis" attached to this report.
2. **Restructuring: provide a comparison of existing and proposed structures, describing why debt is being restructured:**
    a. N/A
3. **Covenant change: Clearly describe covenant to be eliminated or revised and any change in the structure:** N/A
4. **Reduction or elimination of risk: describe risk to be reduced or eliminated:**
    a. N/A

C) **Statement that the proposed refunding complies with the Entity's adopted debt management policy and a description of how the transaction is consistent with the policy, including any savings threshold. If there is no adopted policy or the transaction is not consistent, the Entity shall provide a detailed explanation.**

1. The proposed refunding is in compliance with the City's adopted debt management policy due to the City realizing net present value savings.

D) Other Information

1. **Amortization schedules for both (proposed) refunding and (outstanding) debt to be refunded,**
    a. 2016B Bonds (City):
        i. Proposed refunding debt schedule: See attached page 4 of the Preliminary Refunding Analysis.
        ii. Outstanding debt schedule: See attached page 5 of the Preliminary Refunding Analysis.
    b. 2016C Bonds (W&S):
        i. Proposed refunding debt schedule: See attached page 11 of the Preliminary Refunding Analysis.
        ii. Outstanding debt schedule: See attached page 12 of the Preliminary Refunding Analysis.

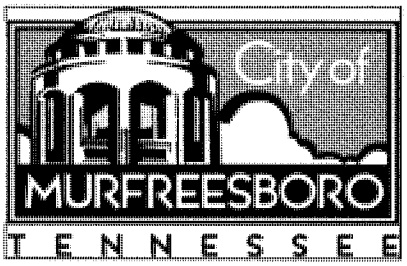
As well as the following:

2. **Refunding Debt:**
    a. **Maximum size to be authorized by the governing body, identifying all outstanding debt that could be included in the refunding:**
        i. Maximum size authorized by governing body
            1.) 2016B (City) = $35,450,000
            2.) 2016C (W&S) = $19,800,000
    b. **Anticipated Size** =
        i. **2016B (City)** = $34,730,000
        ii. **2016C (W&S)** = $19,400,000
    c. **Anticipated final maturity and weighted average maturity. If the final maturity is extended beyond the fiscal year of final maturity of debt to be refunded or the weighted average maturity is increased, list the projects as required below for refunded debt:**
        i. **2016B (City):**
            1.) **Final Maturity** = 12/1/2025
            2.) **Weighted Average Maturity** = 5.103 Years
        ii. **2016C (W&S):**
            1.) **Final Maturity** = 6/1/2026
            2.) **Weighted Average Maturity** = 6.40 Years
    d. **Breakdown of Costs of Issuance**
        See attached page 17 of the Preliminary Refunding Analysis
    e. **Sources and Uses of Funds**
        See attached page 16 of the Preliminary Refunding Analysis

3. **Refunded Debt: Information must be provided with respect to *each debt issue to be refunded*; (if all currently outstanding debt will not be refunded, identify maturities that are candidates for refunding).**
    a. **Name of issue, type of debt, original terms, including whether the debt is federally tax-exempt or taxable.**
        i. Water and Sewer Revenue and Tax Bonds, Series 2009, dated September 22, 2009 maturing June 1, 2020 and thereafter (the "Series 2009 Bonds"). The Series 2009 Bonds are tax-exempt, fixed-rate debt, with a final maturity on June 1, 2026.
        ii. Local Government Loan Program Bonds, Series 2010, dated November 2, 2010, maturing October 1, 2016 and thereafter (the "Series 2010 Bonds"). The Series 2010 Bonds are tax-exempt, fixed-rate debt, with a final maturity on October 1, 2025.
    b. **Date of issue and copy of CT-0253 filed.**
        i. Series 2009 Bonds: Date of Issue = 09/22/2009. The CT-0253 Form was filed with the Office of State and Local Finance in connection with the issuance of the Series 2009 Bonds.
        ii. Series 2010 Bonds: Date of Issue = 11/02/2010. The CT-0253 Form was filed with the Office of State and Local Finance in connection with the issuance of the Series 2010 Bonds.

c. **Date of authorization by the governing body.**
   i. Series 2009 Bonds: 08/13/2009 & 08/27/2009
   ii. Series 2010 Bonds: 10/14/2010
d. **Whether bank-qualified or under other small issuer exception.**
   i. Series 2009 Bonds: No
   ii. Series 2010 Bonds: No
e. **Projects funded with proceeds of issue and remaining average life of projects (if final maturity or weighted average maturity of debt is extended).**
   i. Series 2009 Bonds:
      1.) The proceeds of the Series 2009 Bonds, after paying costs associated with the issuance of the Water and Sewer Refunding Bonds, were used for the purpose of prepaying and refunding the outstanding principal of certain loans made by The Public Building Authority of the City of Clarksville, Tennessee, to the Municipality pursuant to (i) that certain Loan Agreement dated April 24, 2006, in the original principal amount of $25,500,000, of which $23,531,000 principal amount is currently outstanding, (ii) that certain Loan Agreement dated January 29, 2008, in the original principal amount of $3,121,206, of which $2,315,049 principal amount is currently outstanding, and (iii) that certain Loan Agreement dated January 29, 2008, in the original principal amount of $19,341,000, of which $17,512,000 principal amount is currently outstanding (collectively, the "Outstanding Water and Sewer Loans"). The Outstanding Water and Sewer Loans financed improvements and extensions to the Water and Sewer System.
   ii. Series 2010 Bonds:
      1.) The proceeds of the Series 2010 Bonds were used for the construction, improvement, extension, renovation, and equipping of projects including the acquisition of land; construction and renovation of building; construction, paving and improvement of roads and streetscape improvements; construction and improvement of drainage projects; construction, renovation and improvements of parks, greenways, recreational and golfing facilities; construction, renovation and improvement of airport facilities; acquisition of equipment and vehicles for police, fire, solid waste and other departments; acquisition of communication and technology improvements; acquisition of support for GIS system; and, acquisition, construction and renovation of schools, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, and paying costs in connection with the financing thereof.
   iii. None of the Outstanding Bonds will have their weighted average maturities extended and the remaining average life of all projects financed with the Outstanding Bonds exceeds the estimated weighted average life of the proposed refunding bonds.
f. **Derivative product, if any, and copy of Report of Compliance:** None

CITY OF MURFREESBORO, TENNESSEE



Preliminary
Refunding
Analysis

April 26, 2016

Prepared By:

CUMBERLAND SECURITIES

SINCE 1931

Independent Registered Municipal Advisors
Knoxville, Tennessee
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City of Murfreesboro, Tennessee

Prliminary Refunding Analysis

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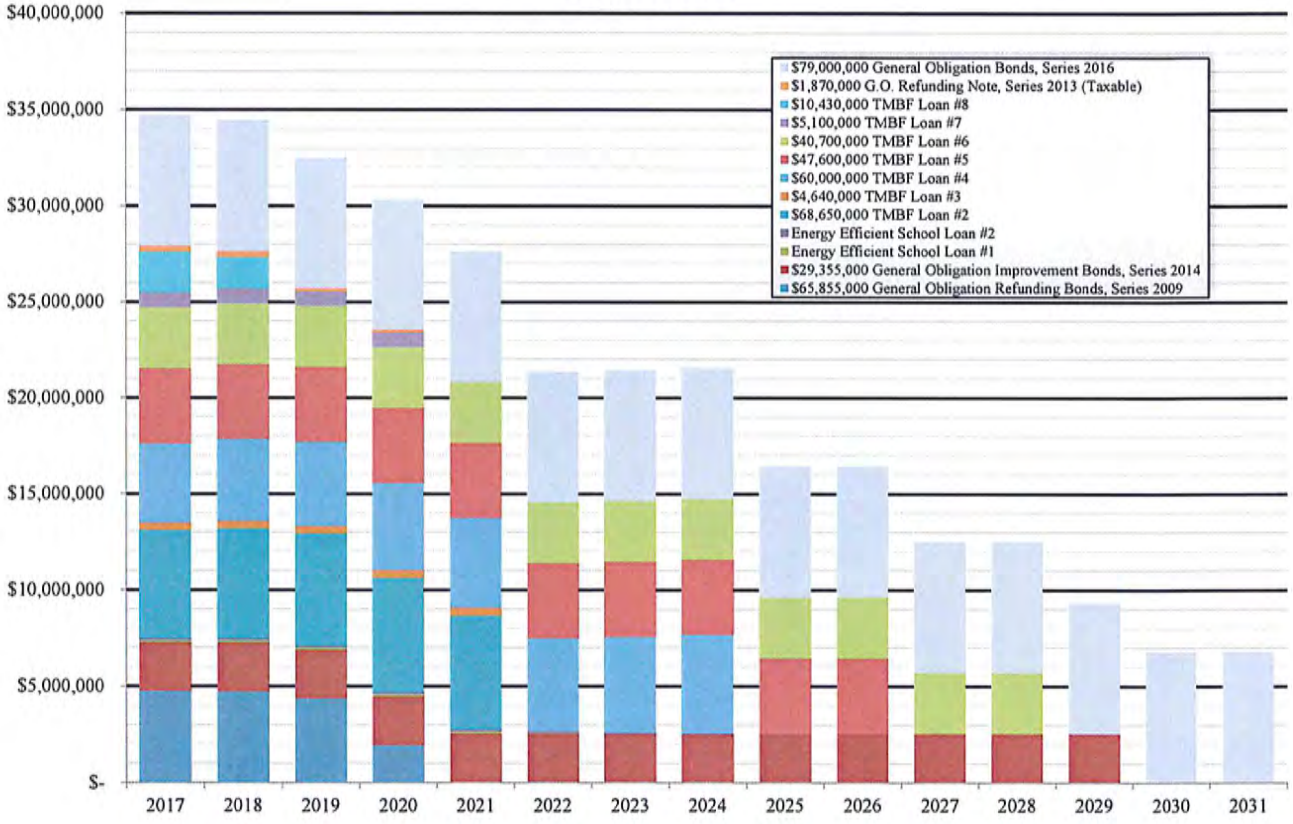
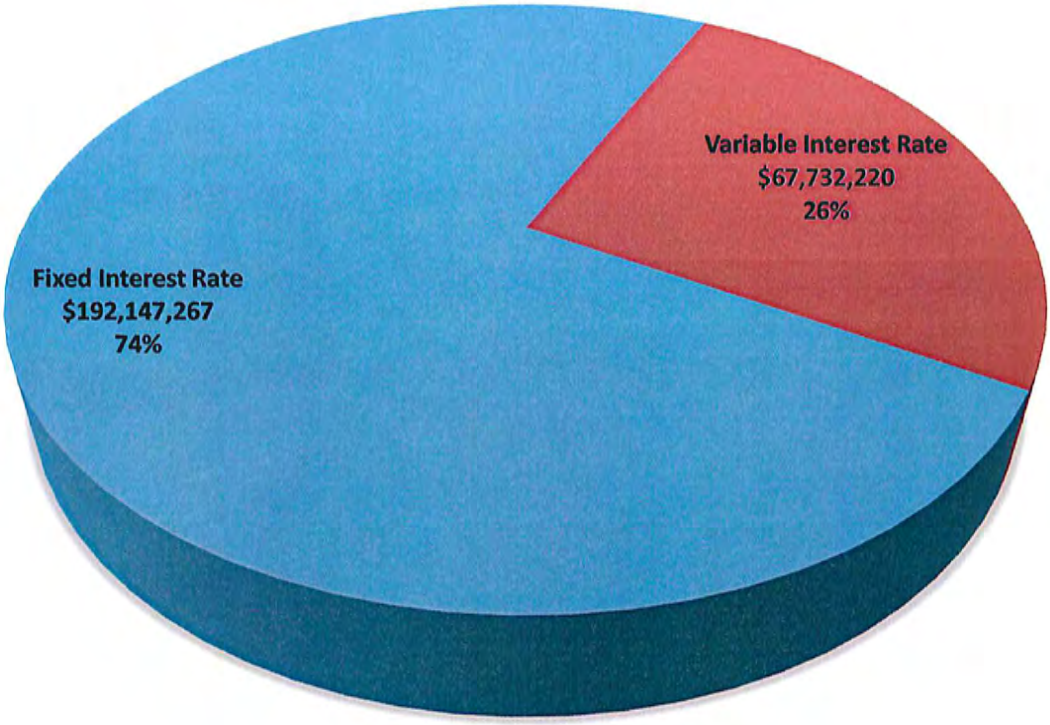
City of Murfreesboro, Tennessee
Total Combined Outstanding Debt Service
General Fund



City of Murfreesboro, Tennessee
Fixed to Variable Ratios

General Fund Debt Outstanding = $259,879,487



ESTIMATED SAVINGS ANALYSIS

City of Murfreesboro, Tennessee
Proposed General Obligation Refunding Bonds, Series 2016B
Refunding of TMBF Loan #5

Date	Principal	Estimated Interest Rate	Interest	Total P+I	Refunded D/S	Savings	Present Value to 06/01/2016 at 1.533020%
06/30/2017	3,305,000.00	0.750%	448,446.25	3,753,446.25	3,913,255.90	159,809.65	166,753.15
06/30/2018	3,335,000.00	0.850%	421,878.75	3,756,878.75	3,912,006.80	155,128.05	159,871.61
06/30/2019	3,360,000.00	0.950%	391,745.00	3,751,745.00	3,910,243.40	158,498.40	160,905.67
06/30/2020	3,395,000.00	1.100%	357,112.50	3,752,112.50	3,907,907.90	155,795.40	156,102.89
06/30/2021	3,430,000.00	1.200%	317,860.00	3,747,860.00	3,905,928.05	158,068.05	156,050.78
06/30/2022	3,475,000.00	1.350%	273,823.75	3,748,823.75	3,904,217.15	155,393.40	151,405.92
06/30/2023	3,520,000.00	1.475%	224,407.50	3,744,407.50	3,901,702.95	157,295.45	151,000.89
06/30/2024	3,575,000.00	1.600%	169,847.50	3,744,847.50	3,900,298.75	155,451.25	147,227.17
06/30/2025	3,635,000.00	1.850%	107,623.75	3,742,623.75	3,897,917.85	155,294.10	144,989.15
06/30/2026	3,700,000.00	2.000%	37,000.00	3,737,000.00	3,895,488.00	158,488.00	145,671.52
	34,730,000.00		2,749,745.00	37,479,745.00	39,048,966.75	1,569,221.75	1,539,978.74

Net Present Value Benefit	1,539,978.74
Net PV Benefit/ Refunded Principal	4.5402%
Dated	06/01/2016
First Coupon Date	12/01/2016
Weighted Average Maturity	5.10
Average Coupon	1.5516%
Bond Yield for Arbitrage Purpose	1.5330202%
True Interest Cost (TIC)	1.6509313%

ESTIMATED DEBT SERVICE

City of Murfreesboro, Tennessee
Proposed General Obligation Refunding Bonds, Series 2016B
Refunding of TMBF Loan #5

Date	Principal	Estimated Coupon	Interest	Total P+I
12/01/2016	3,305,000.00	0.750%	230,420.00	3,535,420.00
06/01/2017			218,026.25	218,026.25
12/01/2017	3,335,000.00	0.850%	218,026.25	3,553,026.25
06/01/2018			203,852.50	203,852.50
12/01/2018	3,360,000.00	0.950%	203,852.50	3,563,852.50
06/01/2019			187,892.50	187,892.50
12/01/2019	3,395,000.00	1.100%	187,892.50	3,582,892.50
06/01/2020			169,220.00	169,220.00
12/01/2020	3,430,000.00	1.200%	169,220.00	3,599,220.00
06/01/2021			148,640.00	148,640.00
12/01/2021	3,475,000.00	1.350%	148,640.00	3,623,640.00
06/01/2022			125,183.75	125,183.75
12/01/2022	3,520,000.00	1.475%	125,183.75	3,645,183.75
06/01/2023			99,223.75	99,223.75
12/01/2023	3,575,000.00	1.600%	99,223.75	3,674,223.75
06/01/2024			70,623.75	70,623.75
12/01/2024	3,635,000.00	1.850%	70,623.75	3,705,623.75
06/01/2025			37,000.00	37,000.00
12/01/2025	3,700,000.00	2.000%	37,000.00	3,737,000.00
	34,730,000.00		2,749,745.00	37,479,745.00

Date Structure

Date	06/01/2016
First Coupon Date	12/01/2016

Yield Statistics

Average Coupon	1.5515559%
Weighted Average Maturity	5.103
True Interest Cost (TIC)	1.6509313%

DEBT SERVICE TO MATURITY AND TO CALL

City of Murfreesboro, Tennessee
$47,600,000 TMBF Loan #5

Date	Refunded Bonds	Refunded Interest	Premium	D/S To Call	Principal	Coupon	Interest	Refunded D/S
06/01/2016	33,919,000.00	163,376.52	339,190.00	34,421,566.52				
10/01/2016					2,976,000.00	2.890%	490,129.55	3,466,129.55
04/01/2017							447,126.35	447,126.35
10/01/2017					3,062,000.00	2.890%	447,126.35	3,509,126.35
04/01/2018							402,880.45	402,880.45
10/01/2018					3,150,000.00	2.890%	402,880.45	3,552,880.45
04/01/2019							357,362.95	357,362.95
10/01/2019					3,240,000.00	2.890%	357,362.95	3,597,362.95
04/01/2020							310,544.95	310,544.95
10/01/2020					3,333,000.00	2.890%	310,544.95	3,643,544.95
04/01/2021							262,383.10	262,383.10
10/01/2021					3,429,000.00	2.890%	262,383.10	3,691,383.10
04/01/2022							212,834.05	212,834.05
10/01/2022					3,527,000.00	2.890%	212,834.05	3,739,834.05
04/01/2023							161,868.90	161,868.90
10/01/2023					3,629,000.00	2.890%	161,868.90	3,790,868.90
04/01/2024							109,429.85	109,429.85
10/01/2024					3,733,000.00	2.890%	109,429.85	3,842,429.85
04/01/2025							55,488.00	55,488.00
10/01/2025					3,840,000.00	2.890%	55,488.00	3,895,488.00
	33,919,000.00	163,376.52	339,190.00	34,421,566.52	33,919,000.00		5,129,966.75	39,048,966.75

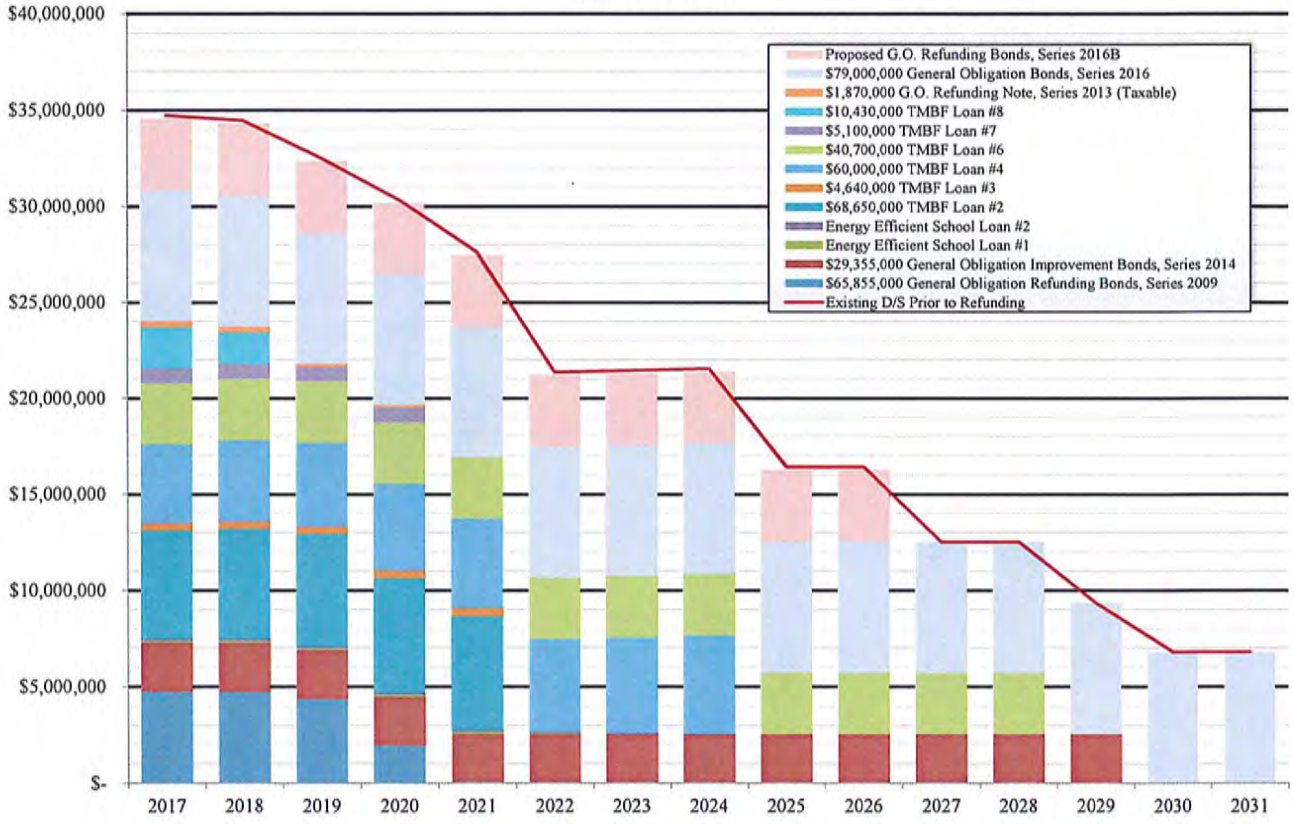
Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	06/01/2016
Average Life	5.067
Average Coupon	2.9850669%
Weighted Average Maturity (Par Basis)	5.067

Refunding Bond Information

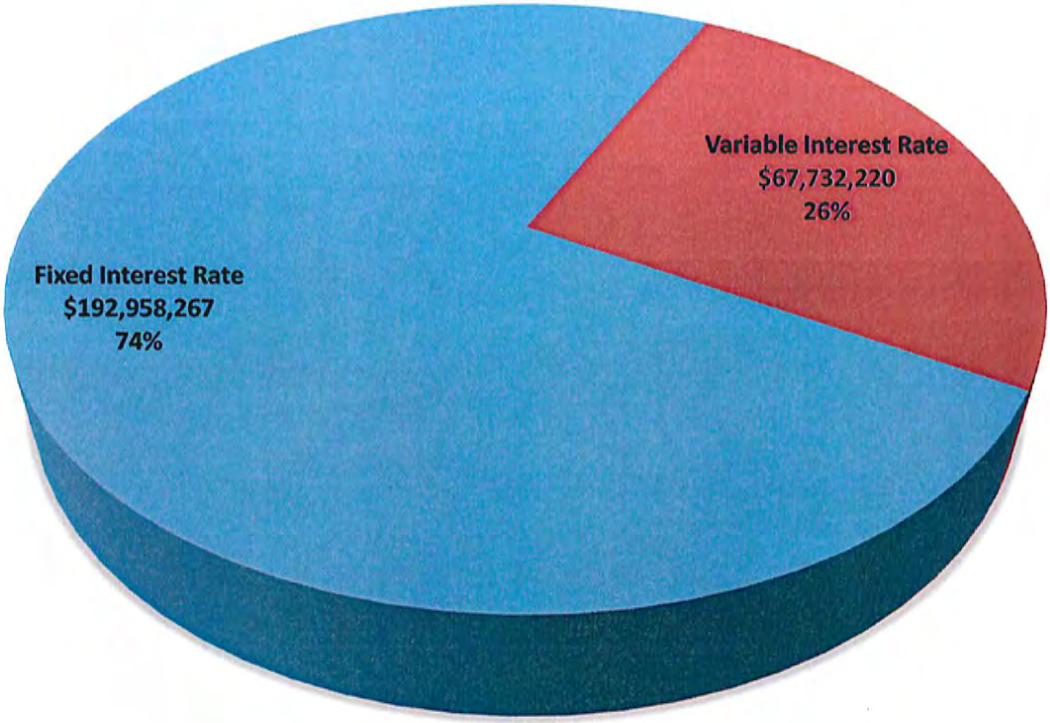
Refunding Dated Date	06/01/2016
Refunding Delivery Date	06/01/2016

City of Murfreesboro, Tennessee
Total Combined Outstanding Debt Service - Est. Post Refunding
General Fund



City of Murfreesboro, Tennessee
Fixed to Variable Ratios - Est. Post Refunding

General Fund Debt Outstanding = $260,690,487

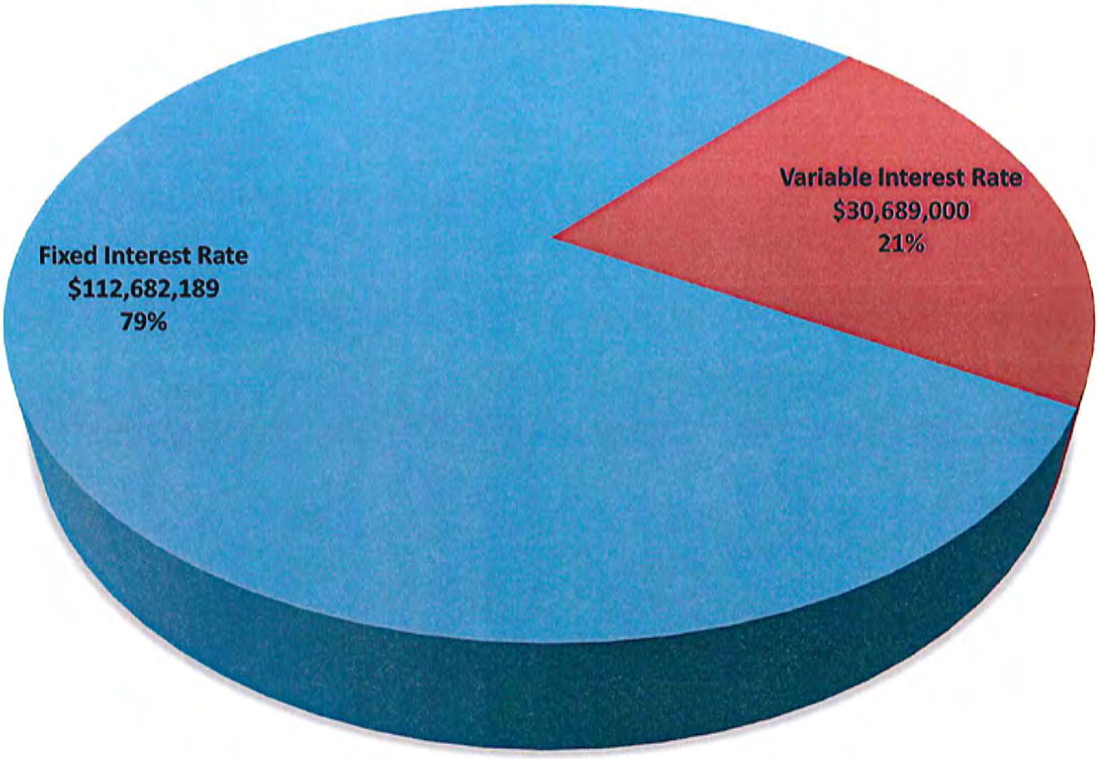


City of Murfreesboro, Tennessee
Total Combined Outstanding Debt Service
Water & Sewer System

City of Murfreesboro, Tennessee

Fixed to Variable Ratios

Water/Sewer System Debt Outstanding = $143,371,189



ESTIMATED SAVINGS ANALYSIS

City of Murfreesboro, Tennessee
Proposed Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C
Refunding of Series 2009 Bonds

Date	Principal	Estimated Interest Rate	Interest	Total P+I	Refunded D/S	Savings	Present Value to 06/01/2016 at 1.533020%
06/30/2017	345,000.00	0.750%	275,553.76	620,553.76	726,550.00	105,996.24	106,092.06
06/30/2018	350,000.00	0.850%	272,966.26	622,966.26	726,550.00	103,583.74	102,153.85
06/30/2019	350,000.00	0.950%	269,991.26	619,991.26	726,550.00	106,558.74	103,458.30
06/30/2020	2,950,000.00	1.100%	266,666.26	3,216,666.26	3,321,550.00	104,883.74	100,326.56
06/30/2021	2,970,000.00	1.200%	234,216.26	3,204,216.26	3,311,800.00	107,583.74	100,962.05
06/30/2022	3,000,000.00	1.350%	198,576.26	3,198,576.26	3,303,200.00	104,623.74	96,475.93
06/30/2023	3,025,000.00	1.475%	158,076.26	3,183,076.26	3,290,600.00	107,523.74	97,371.44
06/30/2024	3,065,000.00	1.600%	113,457.50	3,178,457.50	3,284,000.00	105,542.50	93,898.17
06/30/2025	1,655,000.00	1.850%	64,417.50	1,719,417.50	1,828,000.00	108,582.50	94,884.31
06/30/2026	1,690,000.00	2.000%	33,800.00	1,723,800.00	1,830,400.00	106,600.00	91,622.88
	19,400,000.00		1,887,721.32	21,287,721.32	22,349,200.00	1,061,478.68	987,245.54

Net Present Value Benefit	987,245.54
Net PV Benefit/ Refunded Principal	5.6366%
Dated	06/01/2016
First Coupon Date	12/01/2016
Weighted Average Maturity	6.40
Average Coupon	1.5195%
Bond Yield for Arbitrage Purpose	1.5330202%
True Interest Cost (TIC)	1.6654623%
Negative Arbitrage	297,862.56

ESTIMATED DEBT SERVICE

City of Murfreesboro, Tennessee
Proposed Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C
Refunding of Series 2009 Bonds

Date	Principal	Estimated Coupon	Interest	Total P+I
12/01/2016			137,776.88	137,776.88
06/01/2017	345,000.00	0.750%	137,776.88	482,776.88
12/01/2017			136,483.13	136,483.13
06/01/2018	350,000.00	0.850%	136,483.13	486,483.13
12/01/2018			134,995.63	134,995.63
06/01/2019	350,000.00	0.950%	134,995.63	484,995.63
12/01/2019			133,333.13	133,333.13
06/01/2020	2,950,000.00	1.100%	133,333.13	3,083,333.13
12/01/2020			117,108.13	117,108.13
06/01/2021	2,970,000.00	1.200%	117,108.13	3,087,108.13
12/01/2021			99,288.13	99,288.13
06/01/2022	3,000,000.00	1.350%	99,288.13	3,099,288.13
12/01/2022			79,038.13	79,038.13
06/01/2023	3,025,000.00	1.475%	79,038.13	3,104,038.13
12/01/2023			56,728.75	56,728.75
06/01/2024	3,065,000.00	1.600%	56,728.75	3,121,728.75
12/01/2024			32,208.75	32,208.75
06/01/2025	1,655,000.00	1.850%	32,208.75	1,687,208.75
12/01/2025			16,900.00	16,900.00
06/01/2026	1,690,000.00	2.000%	16,900.00	1,706,900.00
	19,400,000.00		1,887,721.32	21,287,721.32

Date Structure

Date	06/01/2016
First Coupon Date	12/01/2016

Yield Statistics

Average Coupon	1.5194763%
Weighted Average Maturity	6.404
True Interest Cost (TIC)	1.6654623%

DEBT SERVICE TO MATURITY AND TO CALL

City of Murfreesboro, Tennessee
$40,860,000 Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/01/2016		363,275.00	363,275.00			363,275.00	363,275.00
06/01/2017		363,275.00	363,275.00			363,275.00	363,275.00
12/01/2017		363,275.00	363,275.00			363,275.00	363,275.00
06/01/2018		363,275.00	363,275.00			363,275.00	363,275.00
12/01/2018		363,275.00	363,275.00			363,275.00	363,275.00
06/01/2019	17,515,000.00	363,275.00	17,878,275.00			363,275.00	363,275.00
12/01/2019						363,275.00	363,275.00
06/01/2020				2,595,000.00	5.000%	363,275.00	2,958,275.00
12/01/2020						298,400.00	298,400.00
06/01/2021				2,715,000.00	4.000%	298,400.00	3,013,400.00
12/01/2021						244,100.00	244,100.00
06/01/2022				2,815,000.00	4.000%	244,100.00	3,059,100.00
12/01/2022						187,800.00	187,800.00
06/01/2023				2,915,000.00	4.000%	187,800.00	3,102,800.00
12/01/2023						129,500.00	129,500.00
06/01/2024				3,025,000.00	4.000%	129,500.00	3,154,500.00
12/01/2024						69,000.00	69,000.00
06/01/2025				1,690,000.00	4.000%	69,000.00	1,759,000.00
12/01/2025						35,200.00	35,200.00
06/01/2026				1,760,000.00	4.000%	35,200.00	1,795,200.00
	17,515,000.00	2,179,650.00	19,694,650.00	17,515,000.00		4,834,200.00	22,349,200.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	06/01/2016
Average Life	6.752
Average Coupon	4.0877727%
Weighted Average Maturity (Par Basis)	6.752

Refunding Bond Information

Refunding Dated Date	06/01/2016
Refunding Delivery Date	06/01/2016

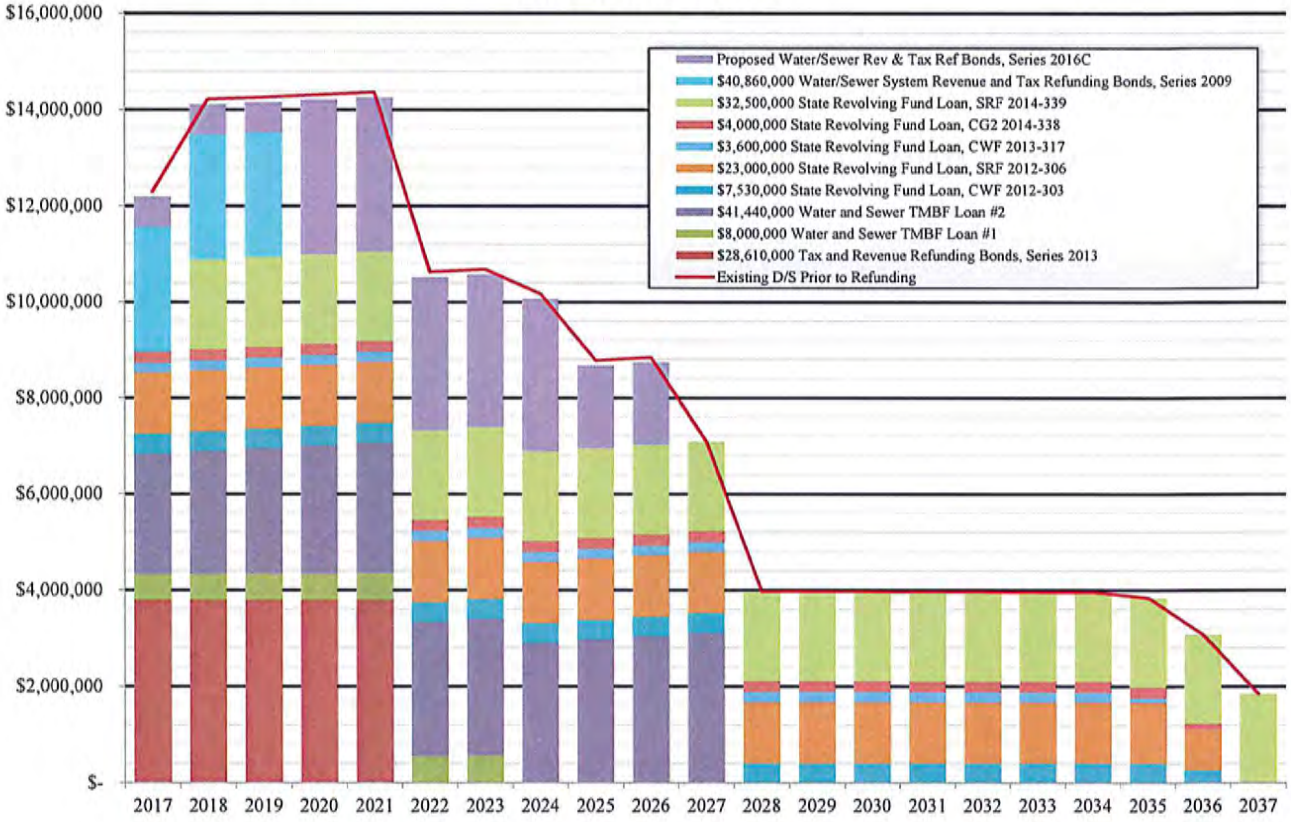
UNREFUNDED BOND DEBT SERVICE

City of Murfreesboro, Tennessee
$40,860,000 Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009

Dated Date	06/01/2016
Delivery Date	06/01/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
06/01/2016						7,105,000	7,105,000
12/01/2016			177,625	177,625		7,105,000	7,105,000
06/01/2017	2,260,000	5.000%	177,625	2,437,625		4,845,000	4,845,000
06/30/2017					2,615,250	4,845,000	4,845,000
12/01/2017			121,125	121,125		4,845,000	4,845,000
06/01/2018	2,370,000	5.000%	121,125	2,491,125		2,475,000	2,475,000
06/30/2018					2,612,250	2,475,000	2,475,000
12/01/2018			61,875	61,875		2,475,000	2,475,000
06/01/2019	2,475,000	5.000%	61,875	2,536,875			
06/30/2019					2,598,750		
	7,105,000		721,250	7,826,250	7,826,250		

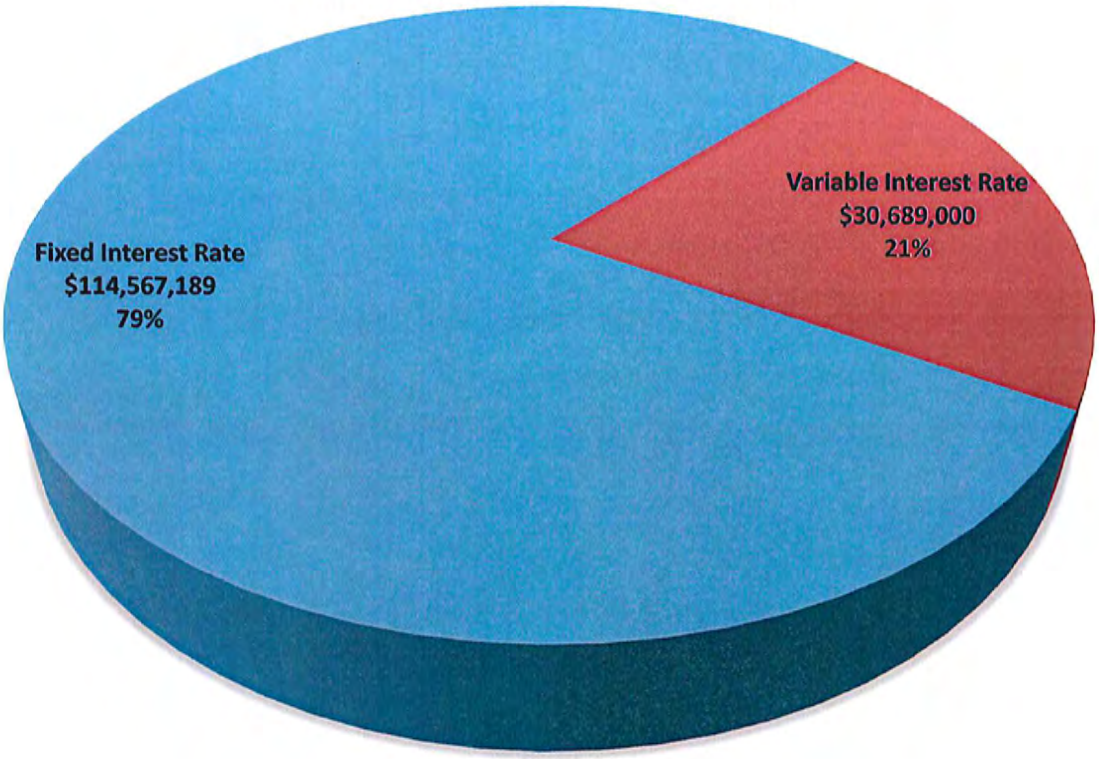
City of Murfreesboro, Tennessee
Total Combined Outstanding Debt Service - Est. Post Refunding
Water & Sewer System



City of Murfreesboro, Tennessee

Fixed to Variable Ratios - Est. Post Refunding

Water/Sewer System Debt Outstanding = $145,256,189



SOURCES AND USES OF FUNDS

City of Murfreesboro, Tennessee

Dated Date	06/01/2016
Delivery Date	06/01/2016

Sources:	Proposed General Obligation Refunding Bonds, Series 2016B	Proposed Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C	Total
Bond Proceeds:			
Par Amount	34,730,000.00	19,400,000.00	54,130,000.00
	34,730,000.00	19,400,000.00	54,130,000.00

Uses:	Proposed General Obligation Refunding Bonds, Series 2016B	Proposed Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C	Total
Refunding Escrow Deposits:			
Cash Deposit	34,421,566.52	0.04	34,421,566.56
SLGS Purchases		19,150,863.00	19,150,863.00
	34,421,566.52	19,150,863.04	53,572,429.56
Delivery Date Expenses:			
Cost of Issuance	131,352.30	73,372.70	204,725.00
Underwriter's Discount:			
Underwriter's Discount (Awarded to Lowest Bidder)	177,081.18	175,764.26	352,845.44
	34,730,000.00	19,400,000.00	54,130,000.00

COST OF ISSUANCE

City of Murfreesboro, Tennessee
Proposed General Obligation Refunding Bonds, Series 2016

	Proposed General Obligation Refunding Bonds, Series 2016B	Proposed Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C	Total
Financial Advisor	48,120.27	26,879.73	75,000.00
Bond Counsel	38,496.21	21,503.79	60,000.00
Rating Agency - Moody's	19,889.71	11,110.29	31,000.00
Rating Agency - S&P	15,542.85	8,682.15	24,225.00
Escrow & Paying Agent	962.41	537.59	1,500.00
POS/Official Statement	3,208.02	1,791.98	5,000.00
Advertising	641.60	358.40	1,000.00
Miscellaneous	2,887.22	1,612.78	4,500.00
Accounting Fees	1,604.01	895.99	2,500.00
	131,352.30	73,372.70	204,725.00

RESOLUTION NO. 16-R-10

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF MURFREESBORO, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $35,450,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, the City of Murfreesboro, Tennessee (the "Municipality") entered into a Loan Agreement, dated November 2, 2010 (the "Loan Agreement"), by and among The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), the Municipality and First Tennessee Bank National Association (the "Purchaser"), which was funded from the proceeds of the Authority's Local Government Loan Program Bond, Series 2010 (City of Murfreesboro Loan), dated November 2, 2010 (the "Authority Bond"); and

WHEREAS, pursuant to the Loan Agreement, the Authority made a loan to the Municipality for the purpose of funding various public works projects; and

WHEREAS, debt service savings will result from the refinancing of the Municipality's Loan Agreement; and

WHEREAS, under the provisions of Sections 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

WHEREAS, the plan of refunding has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

WHEREAS, the City Council of the Municipality (the "Governing Body") hereby determines that it is necessary and advisable to refund all or a portion of the Loan Agreement by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed $35,450,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Authority" means The Public Building Authority of the City of Clarksville, Tennessee.

(b) “Authority Bond” means the Authority’s Local Government Loan Program Bond, Series 2010 (City of Murfreesboro Loan), dated November 2, 2010.

(c) “Bonds” means the not to exceed $35,450,000 General Obligation Refunding Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(d) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(e) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(g) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(h) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(i) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(j) “Financial Advisor” means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Governing Body" means the City Council of the Municipality.

(l) “Loan Agreement” means the Loan Agreement, dated November 2, 2010, by and among the Authority, the Municipality and the Purchaser, First Tennessee Bank National Association.

(m) “Mayor” shall mean the Mayor of the Municipality.

(n) “Purchaser” means First Tennessee Bank National Association, as the Purchaser of the Authority Bond.

(o) “Refunded Loan Agreement” means the designated annual payments or portions of thereof of the Loan Agreement designated for prepayment pursuant to Section 8 hereof.

(p) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy. Approximate debt service is attached hereto as Exhibit B, subject to change by the Mayor, as permitted by Section 8 hereof.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to prepay, in whole or in part, the Loan Agreement, including accrued interest and premium, and in turn, the Authority Bond, and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed $35,450,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2016. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on December 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2016 through 2025, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds may be subject to redemption prior to maturity at the option of the Municipality on December 1, 2023 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC,

or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall

give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall

promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY

HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not

be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED REGISTERED
Number___ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MURFREESBORO, TENNESSEE
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016B

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2016, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the [designated corporate trust] office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually

paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on December 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository,

by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration

Agent no later than the redemption date ("Conditional Redemption"). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the [designated corporate trust] office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $_____ and issued by the Municipality to prepay its Loan Agreement, dated November 2, 2010, by and among The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), the Municipality and First Tennessee Bank National Association, which was funded from the proceeds of the Authority's Local Government Loan Program Bond, Series 2010 (City of Murfreesboro Loan), dated November 2, 2010 and to pay costs incident to issuing the Bonds, pursuant to 9-21-101 et seq., and 9-21-901, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on May 5, 2016 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond

exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By:_____
Mayor

(SEAL)

ATTESTED:

_____
City Recorder

Transferable and payable at the
designated corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Registration Agent

SECTION 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than “General Obligation Refunding Bonds” and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed December 1, 2025.

(5) adjust or remove the Municipality’s optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) prepay less than all of the Loan Agreement;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit C.

SECTION 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be deposited with the Purchaser and be used to pay the Refunded Loan Agreement and, in turn, the Authority Bond, and the remaining proceeds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

SECTION 10. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Financial Advisor and Bond Counsel.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 12. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Financial Advisor and Bond Counsel, that a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 13. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default

hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 14. Prepayment of the Refunded Loan. The Mayor, the City Recorder, and the City Manager, or any of them, are hereby authorized and directed to take all steps necessary to (i) prepay the Refunded Loan, in accordance with the terms thereof, including, but not limited to, the execution and delivery of a prepayment notice in accordance with its terms, and (ii) direct the redemption of the Authority Bond.

SECTION 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig Tindall
City Attorney

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

EXHIBIT B

ESTIMATED DEBT SERVICE

Date	Principal	Estimated Coupon	Interest	Total P+I
12/01/2016	3,375,000.00	0.750%	235,215.63	3,610,215.63
06/01/2017			222,559.38	222,559.38
12/01/2017	3,400,000.00	0.850%	222,559.38	3,622,559.38
06/01/2018			208,109.38	208,109.38
12/01/2018	3,430,000.00	0.950%	208,109.38	3,638,109.38
06/01/2019			191,816.88	191,816.88
12/01/2019	3,465,000.00	1.100%	191,816.88	3,656,816.88
06/01/2020			172,759.38	172,759.38
12/01/2020	3,500,000.00	1.200%	172,759.38	3,672,759.38
06/01/2021			151,759.38	151,759.38
12/01/2021	3,545,000.00	1.350%	151,759.38	3,696,759.38
06/01/2022			127,830.63	127,830.63
12/01/2022	3,595,000.00	1.475%	127,830.63	3,722,830.63
06/01/2023			101,317.50	101,317.50
12/01/2023	3,650,000.00	1.600%	101,317.50	3,751,317.50
06/01/2024			72,117.50	72,117.50
12/01/2024	3,710,000.00	1.850%	72,117.50	3,782,117.50
06/01/2025			37,800.00	37,800.00
12/01/2025	3,780,000.00	2.000%	37,800.00	3,817,800.00
	35,450,000.00		2,807,355.69	38,257,355.69

EXHIBIT C

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

May 5, 2016

City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

Attention: Shane McFarland, Mayor

Re: Issuance of Not to Exceed $35,450,000 in Aggregate Principal Amount of General Obligation Refunding Bonds

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to City of Murfreesboro, Tennessee (the "Municipality"), in connection with the issuance of the above-referenced bonds in one or more series (collectively, the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding obligations of the Municipality, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

3. Assist the Municipality in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.

4. Review legal issues relating to the structure of the Bond issue.

5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Municipality in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.

7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Municipality and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Municipality with applicable laws relating to the Bonds. During the source of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Municipality to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties <u>do</u> <u>not</u> include:

a. Except as described in paragraph (5) above,

   1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or

   2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or

   3) Rendering advice that the official statement or other disclosure documents

      a) Do not contain any untrue statement of a material fact or

      b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation (such as contested validation proceedings).

f. Making an investment or expressing any view as to the creditworthiness of the Municipality or the Bonds.

g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt or, after Closing, providing advice concerning any

actions necessary to assure compliance with any continuing disclosure undertaking.

h. Representing the Municipality in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

i. After Closing, providing continuing advice to the Municipality or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Municipality will be our client and attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Municipality, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, the Municipality's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Municipality will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Municipality, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Municipality and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that, during the time that we are representing the Municipality, one or more of our present or future clients will have transactions with the Municipality. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Municipality's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be $38,500 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our

original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopies charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Municipality's property. We agree to maintain documentation for all charges against the Municipality. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Municipality or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Municipality upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Municipality a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Municipality. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by Municipality law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF MURFREESBORO, TENNESSEE:	**BASS, BERRY & SIMS PLC:**
By:_____	By:_____
M. Shane McFarland, Mayor	Karen Neal, Member

16840603.2

RESOLUTION NO. 16-R-11

A RESOLUTION AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE AND TAX REFUNDING BONDS OF THE CITY OF MURFREESBORO, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $19,800,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, the City of Murfreesboro, Tennessee (the "Municipality") has issued its Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2020 through June 1, 2026, inclusive (the "Outstanding Bonds"); and

WHEREAS, debt service savings will result from the refinancing of all or a portion of the Outstanding Bonds which were issued to finance or refinance projects for the Municipality's water and sewer system (as more fully defined herein, the "System"); and

WHEREAS, under the provisions of Sections 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

WHEREAS, the plan of refunding has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

WHEREAS, the City Council of the Municipality (the "Governing Body") hereby determines that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of water and sewer revenue and tax refunding bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing approximately $19,800,000 in aggregate principal amount of its water and sewer revenue and tax refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the collection and disposition of revenues from the System and in the event of a deficiency in such revenues, for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed $19,800,000 Water and Sewer Revenue and Tax Refunding Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 10 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, including the cost of salaries, wages, cost of material and supplies and insurance premiums, but shall exclude depreciation and interest expense.

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(g) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(i) "Escrow Agent" means the escrow agent appointed by the Mayor, or any successor, as escrow agent under the Refunding Escrow Agreement.

(j) “Financial Advisor” means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Governing Body" means the City Council of the Municipality.

(l) "Gross Earnings" means all revenues, rentals, earnings and income of the System from whatever source, including all revenues derived from the operation of the System, including proceeds from the sale of property; proceeds of insurance and condemnation awards and compensation for damages, to the extent not applied to the payment of the cost of repairs, replacements and improvements; and all amounts realized from the investment of funds of the System, including money in any accounts and funds created by this resolution, and resolutions authorizing any Prior Lien Obligations and resolutions authorizing any Parity Bonds or subordinate lien bonds (excluding any investment earnings from funds created to refund any outstanding bonds of the System or deposited to a construction fund established by a resolution authorizing such bonds to the extent set forth in such resolution).

(m) “Mayor” shall mean the Mayor of the Municipality.

(n) "Net Revenues" means Gross Earnings of the System, less Current Expenses, excluding any profits or losses on the sale or other disposition, not in the ordinary course of business, or investments or fixed or capital assets.

(o) "Outstanding Bonds" means the Municipality's Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2020 through June 1, 2026, inclusive.

(p) "Parity Bonds" means bonds issued on a parity with the Bonds herein authorized in accordance with the restrictive provisions of Section 8 hereof.

(q) "Prior Lien Obligations" means, to the extent outstanding, the Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2017 through June 1, 2019, inclusive, the Municipality's Water and Sewer Revenue and Tax Refunding Bonds, Series 2013A, dated May 1, 2013, maturing June 1, 2021, and its outstanding Revolving Fund Loan Agreements (Numbers CWF 2012-303; SRF 2012-306; CWF 2013-317; CG2 2014-338; and SRF 2014-339) among the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority and any other obligations with a lien on the Gross Earnings of the System.

(r) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 10 hereof.

(s) "Refunding Escrow Agreement" means the refunding escrow agreement between the Municipality and the Escrow Agent, in the form similar to the document attached hereto as Exhibit C.

(t) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(u) "System" means the complete water and sewer system of the Municipality, together with, and including all water and sewer system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the water and sewer system, and including all appurtenances, contracts, leases, franchises and other intangibles.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. (a) The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy. Approximate debt service is attached hereto as Exhibit B, subject to change by the Mayor, as permitted by Section 10 hereof.

(b) It is advantageous to the Municipality to deposit a portion of the proceeds from the sale of the Bonds and other funds of the Municipality, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement, which, together with income thereon, will be sufficient to pay principal of and interest on the Refunded Bonds.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued water and sewer revenue and tax refunding bonds of the Municipality in the aggregate principal amount of not to exceed $19,800,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as “Water and Sewer Revenue and Tax Refunding Bonds”, shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2016. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2017 through 2026, inclusive. Attached hereto as Exhibit A is a preliminary debt service

estimate of the amortization of the Bonds provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 10 hereof, the Bonds may be subject to redemption prior to maturity at the option of the Municipality on June 1, 2023 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate

indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange

any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to

the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Source of Payment. The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues to be derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of Prior Lien Obligations; and in the event of a deficiency of such Net Revenues, the Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if

any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED REGISTERED
Number___ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MURFREESBORO, TENNESSEE
WATER AND SEWER REVENUE AND TAX REFUNDING BOND, SERIES 2016B

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2016, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the [designated corporate trust] office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures

established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent

by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the [designated corporate trust] office of the

Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $_____ and issued by the Municipality to refund its Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2020 through June 1, 2026, inclusive, and to pay costs incident to issuing the Bonds, pursuant to 9-21-101 et seq., and 9-21-901, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on May 5, 2016 (the "Resolution").

This Bond is payable primarily from and secured by a pledge of the Net Revenues (as defined in the Resolution) to be derived from the operation of the Municipality's water and sewer system (the "System"), subject to prior pledges of such revenues in favor of the Municipality's outstanding, to the extent outstanding, Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2017 through June 1, 2019, inclusive, the Water and Sewer Revenue and Tax Refunding Bonds, Series 2013A, dated May 1, 2013, maturing June 1, 2021, the Revolving Fund Loan Agreements (Numbers CWF 2012-303; SRF 2012-306; CWF 2013-317; CG2 2014-338; and SRF 2014-339) among the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, and any other obligations with a lien on the Gross Earnings of the System. In the event of a deficiency in such revenues, this Bond is payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of [,premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By:_____
Mayor

(SEAL)

ATTESTED:

_____
City Recorder

Transferable and payable at the designated corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Registration Agent

SECTION 7. Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, there is hereby pledged for such payment the Net Revenues derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Net Revenues for the purposes herein provided, the Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net Revenues of the System and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or execution or delivery, and, subject to the payment of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the Municipality will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings of the System on a parity with or having priority over the Bonds.

Additional bonds, notes and other debt obligations may hereafter be issued on a parity with the Bonds under the following conditions but not otherwise:

(a) Additional bonds may be issued on a parity with the Bonds without regard to the requirements of subsection (b) of this Section if such bonds shall be issued for the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding bonds.

(b) Additional bonds, notes and other debt obligations may be issued on a parity with the Bonds if all of the following conditions are met:

(i) The Net Revenues of the System for any twelve (12) consecutive months during the eighteen (18) months immediately preceding the issuance of the additional bonds, notes and other debt obligations must have been equal to 1.20 times the maximum annual interest and principal requirements for any succeeding fiscal year on all bonds, notes and other debt obligations then outstanding payable from the Gross Earnings of the System (but excluding any bonds, notes and other debt obligations to be refunded from the proceeds of such bonds, notes and other debt obligations proposed to be issued) and the bonds, notes and other debt obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional bonds, notes and other debt obligations the Municipality shall have adopted and put into effect a revised schedule of rates for the System or expanded the System (or will expand the System in connection with the issuance of the additional bonds) so that its capacity is increased, then the Net Revenues for the twelve (12) months of the eighteen (18) months immediately preceding the issuance of such additional bonds, notes and other debt

obligations, as certified by an independent engineer or engineering firm with a favorable reputation for skill and experience in the design and operation of water and sewer systems or a nationally recognized firm of financial feasibility consultants having a favorable reputation for skill and experience in the financial feasibility of water and sewer systems, which would have resulted from such rates had they been in effect for such period or would have resulted from such additional capacity, may be used in lieu of the actual Net Revenues for such period;

(ii) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred; and

(iii) The proceeds of the additional bonds, notes or other debt obligations must be used solely for the making of improvements, extensions, renewals or replacements to the System, or to refund Bonds, any Parity Bonds or subordinate lien bonds or notes.

SECTION 9. Charges for Services Supplied by the System. While the Bonds and any Parity Bonds remain outstanding and unpaid, the Municipality covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining, operating, repairing, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on all bonds and other obligations payable from such Net Revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the debt service requirements of the Bonds.

SECTION 10. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than “Water and Sewer Revenue and Tax Refunding Bonds” and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds

authorized herein; and (B) the final maturity date of each series shall not exceed the final maturity date of the Refunded Bonds;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund fewer than all of the Outstanding Bonds;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "Water and Sewer Revenue and Tax Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit D.

SECTION 11. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) accrued interest (if any) shall be deposited to the appropriate fund of the Municipality to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount which, together with investment earnings thereon and legally available funds of the Municipality, if any, will be sufficient to pay principal of and interest on the Refunded Bonds, shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and if not needed for such purpose, shall used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

SECTION 12. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Financial Advisor and Bond Counsel.

SECTION 13. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of

their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest and premium on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

SECTION 14. Notice of Intent to Issue Refunding Bonds. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the Municipality's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The Mayor, the City Recorder and the City Manager, or any of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the Municipality in accordance with this Section.

SECTION 15. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the

principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 16. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Financial Advisor and Bond Counsel, that a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 17. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 18. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 19. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 20. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
Craig Tindall
City Attorney

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

EXHIBIT B

ESTIMATED DEBT SERVICE

Date	Principal	Estimated Coupon	Interest	Total P+I
12/01/2016			140,449.38	140,449.38
06/01/2017	385,000.00	0.750%	140,449.38	525,449.38
12/01/2017			139,005.63	139,005.63
06/01/2018	385,000.00	0.850%	139,005.63	524,005.63
12/01/2018			137,369.38	137,369.38
06/01/2019	390,000.00	0.950%	137,369.38	527,369.38
12/01/2019			135,516.88	135,516.88
06/01/2020	2,985,000.00	1.100%	135,516.88	3,120,516.88
12/01/2020			119,099.38	119,099.38
06/01/2021	3,010,000.00	1.200%	119,099.38	3,129,099.38
12/01/2021			101,039.38	101,039.38
06/01/2022	3,040,000.00	1.350%	101,039.38	3,141,039.38
12/01/2022			80,519.38	80,519.38
06/01/2023	3,065,000.00	1.475%	80,519.38	3,145,519.38
12/01/2023			57,915.00	57,915.00
06/01/2024	3,105,000.00	1.600%	57,915.00	3,162,915.00
12/01/2024			33,075.00	33,075.00
06/01/2025	1,700,000.00	1.850%	33,075.00	1,733,075.00
12/01/2025			17,350.00	17,350.00
06/01/2026	1,735,000.00	2.000%	17,350.00	1,752,350.00
	19,800,000.00		1,922,678.82	21,722,678.82

EXHIBIT C

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the __ day of _____, 2016 by and between the City of Murfreesboro, Tennessee (the "Municipality"), and _____, _____, _____ (the "Agent").

W I T N E S S E T H:

WHEREAS, the Municipality has previously authorized and issued its outstanding Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2020 through June 1, 2026, inclusive (the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Municipality has authorized and issued its Water and Sewer Revenue and Tax Refunding Bonds, Series 2016, dated _____, 2016 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with legally available funds of the Municipality, will be deposited in escrow with the Agent hereunder, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Municipality in and to $_____, consisting of $_____ derived from the proceeds of the sale of the Refunding Bonds and $_____ of other legally available funds of the Municipality.

DIVISION II

All right, title and interest of the Municipality in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Municipality or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest and premium on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

SECTION 1.

DEFINITIONS AND CONSTRUCTION

(a) Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means _____, _____, _____, and its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Municipality and the Agent;

"Bond Resolution" means the resolution adopted by the City Council of the Municipality on May 5, 2016 authorizing the Refunding Bonds;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Municipality" means the City of Murfreesboro, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2(a) hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Municipality that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the Municipality's outstanding Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing June 1, 2020 through June 1, 2026, inclusive;

"Refunding Bonds" means the Municipality's Water and Sewer Revenue and Tax Refunding Bonds, Series 2016, dated _____, 201__; and

"Written Request" shall mean a request in writing signed by the Mayor or by any other officer or official of the Municipality duly authorized by the Municipality to act in her place.

(b) Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words

importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 2.

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) Creation of Escrow; Deposit of Funds. The Municipality hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of $_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

(b) Investment of Funds. The monies described in Section 2(a) hereof shall be held or invested as follows:

(a) the amount of $_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of $_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2(d) and 2(f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Municipality collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest and premium on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Municipality represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Municipality agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest and premium on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Municipality and this Agreement shall terminate.

(d) Excess Funds. Except as provided in Section 2(f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal, interest and/or premium on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal, interest and/or premium payment on the Outstanding Bonds. Upon retirement of all the

Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Municipality.

(e) Reports. The Escrow Agent shall deliver to the City Recorder of the Municipality a monthly report summarizing all transactions relating to the Escrow Fund; and, on or before the first day of August of each year, shall deliver to the City Recorder a report current as of the previous June 30, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Municipality and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Municipality shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2(f) shall be applied first to the payment of principal of and interest and premium on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Municipality to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Agent and used only for the purposes and in the manner provided in this Agreement.

(h) Redemption of Refunded Bonds. The Municipality's Outstanding Bonds to be redeemed as provided herein shall be redeemed on June 1, 2019. The Escrow Agent is hereby authorized and directed to give notice of such redemption to the registration and paying agent for the Outstanding Bonds not less than sixty (60) days prior to such redemption date, directing the registration and paying agent for the Outstanding Bonds to give notice of redemption in accordance with the resolution authorizing the issuance of the Outstanding Bonds. The redemption notice shall be substantially in the form of the notice attached hereto and made a part hereof as Exhibit C. The Escrow Agent is hereby authorized and directed to pay the full redemption price of said Outstanding Bonds to the registration and paying agent of the Outstanding Bonds on or prior to June 1, 2019.

SECTION 3.

CONCERNING THE AGENT

(a) Appointment of Agent. The Municipality hereby appoints the Agent as escrow agent under this Agreement.

(b) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

(c) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of its obligations, or to protect any of the Municipality's rights under any bond proceedings or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Municipality in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

(d) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

(e) Exculpation of Funds of Agent. Except as set forth in Section 3(c), none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(f) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest or premium on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2 hereof.

(g) Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least $75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in

accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

(h) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Municipality and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Municipality shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Rutherford County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3(g). The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(i) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3(g) hereof and shall fail to resign after written request therefor by the Municipality or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Municipality may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Municipality for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Municipality and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3(j) hereof.

(j) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Municipality and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Municipality or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3(g) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or

any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3(g) hereof.

(k) Payment to Agent. The Municipality agrees to pay the Agent, as reasonable and proper compensation under this Agreement a one-time fee of $_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Municipality agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the Municipality agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Municipality and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the Municipality and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

SECTION 4.

MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the Municipality, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Municipality; provided, however, that the Municipality and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The Municipality hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities

held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Municipality.

(b) Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Municipality:

City Council of City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: Finance Director

To the Agent:

_____
_____
_____
_____
_____

The Municipality and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

(e) Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

(f) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

(g) Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be signed in its name by its Mayor and attested by its City Recorder and the official seal of the Municipality to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

CITY OF MURFREESBORO, TENNESSEE

By:_____
Shane McFarland, Mayor

(SEAL)

_____
Melissa B. Wright, City Recorder

_____
as Escrow Agent

By:_____
Title:_____

EXHIBIT A

Debt Service Schedule of Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009 maturing June 1, 2020 through June 1, 2026, inclusive, to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption

Payment Date	Principal Payable	Principal Redeemed	Interest Payable	Redemption Premium	Total Debt Service

Paying Agent: Bank of New York Mellon Trust Company

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

Amount	Interest Rate	Maturity Date	Issue Date

Government Securities
U. S. Treasury Notes

Amount	Interest Rate	First Interest Payment Date	Maturity Date	Issue Date

Total Cost of Securities:
Initial Cash Deposit:

EXHIBIT C

NOTICE OF REDEMPTION

CITY OF MURFREESBORO, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Murfreesboro, Tennessee (the "Municipality"), has elected to and does exercise its option to call and redeem on [June 1, 2019], all the Municipality's outstanding bonds as follows:

Water and Sewer System Revenue and Tax Refunding Bonds, Series 2009, dated September 30, 2009, maturing [June 1, 2020 through June 1, 2026, inclusive] (the "Refunded Bonds")

Maturity Date	Principal Amount	Interest Rate	Cusip No.
2020	2,595,000	5.000	626524 G30
2021	2,715,000	4.000	626524 G48
2022	2,815,000	4.000	626524 G55
2023	2,915,000	4.000	626524 G63
2024	3,025,000	4.000	626524 G71
2025	1,690,000	4.000	626524 G89
2026	1,760,000	4.000	626524 G97

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U. S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

Bank of New York Mellon Trust Company

The redemption price will become due and payable on [June 1, 2019], upon each such Bond herein called for redemption and such Bond shall not bear interest beyond [June 1, 2019].

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. Bank National Association
Registration and Paying Agent

EXHIBIT D

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

May 5, 2016

City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

Attention: Shane McFarland, Mayor

Re: Issuance of Not to Exceed $19,800,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Refunding Bonds

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to City of Murfreesboro, Tennessee (the "Municipality"), in connection with the issuance of the above-referenced bonds in one or more series (collectively, the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding obligations of the Municipality, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

3. Assist the Municipality in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.

4. Review legal issues relating to the structure of the Bond issue.

5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Municipality in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.

7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Municipality and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Municipality with applicable laws relating to the Bonds. During the source of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Municipality to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties <u>do</u> <u>not</u> include:

a. Except as described in paragraph (5) above,

   1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or

   2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or

   3) Rendering advice that the official statement or other disclosure documents

      a) Do not contain any untrue statement of a material fact or

      b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation (such as contested validation proceedings).

f. Making an investment or expressing any view as to the creditworthiness of the Municipality or the Bonds.

g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt or, after Closing, providing advice concerning any

actions necessary to assure compliance with any continuing disclosure undertaking.

h. Representing the Municipality in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

i. After Closing, providing continuing advice to the Municipality or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Municipality will be our client and attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Municipality, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, the Municipality's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Municipality will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Municipality, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Municipality and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that, during the time that we are representing the Municipality, one or more of our present or future clients will have transactions with the Municipality. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Municipality's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be $27,500 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our

original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopies charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Municipality's property. We agree to maintain documentation for all charges against the Municipality. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Municipality or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Municipality upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Municipality a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Municipality. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by Municipality law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF MURFREESBORO, TENNESSEE:	**BASS, BERRY & SIMS PLC:**
By:_____	By:_____
Shane McFarland, Mayor	Karen Neal, Member

16841899.1

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RESOLUTION 16-R-PS-13 to adopt a Plan of Services for approximately 285.4 acres along Blackman Road and Florence Road, Shelton Family & Saraswat Family Trust, applicants. [2016-504]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on March 2, 2016 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on April 21, 2016, pursuant to a Resolution passed and adopted by the City Council on March 10, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on April 4, 2016; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 16-R-A-13**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

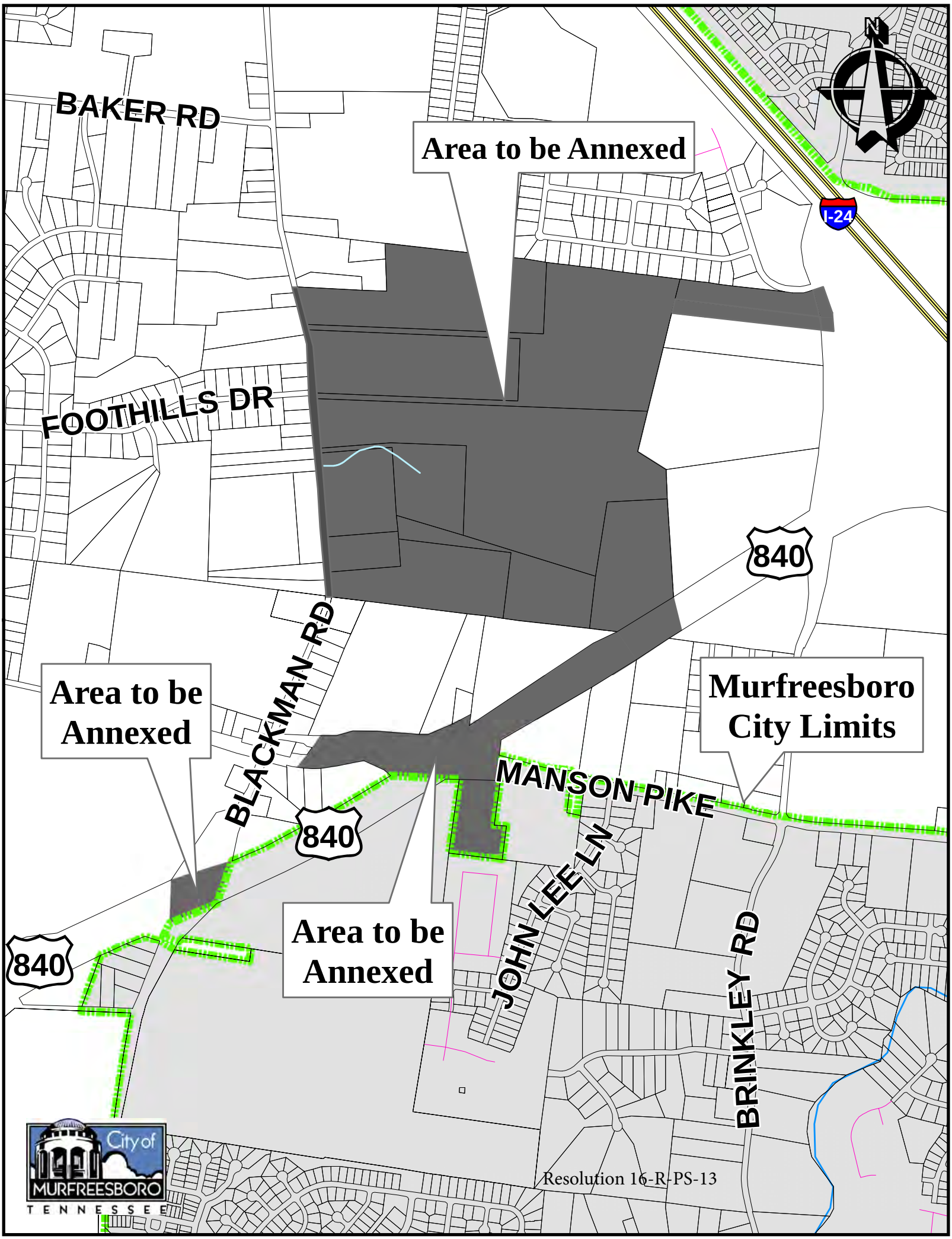
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL

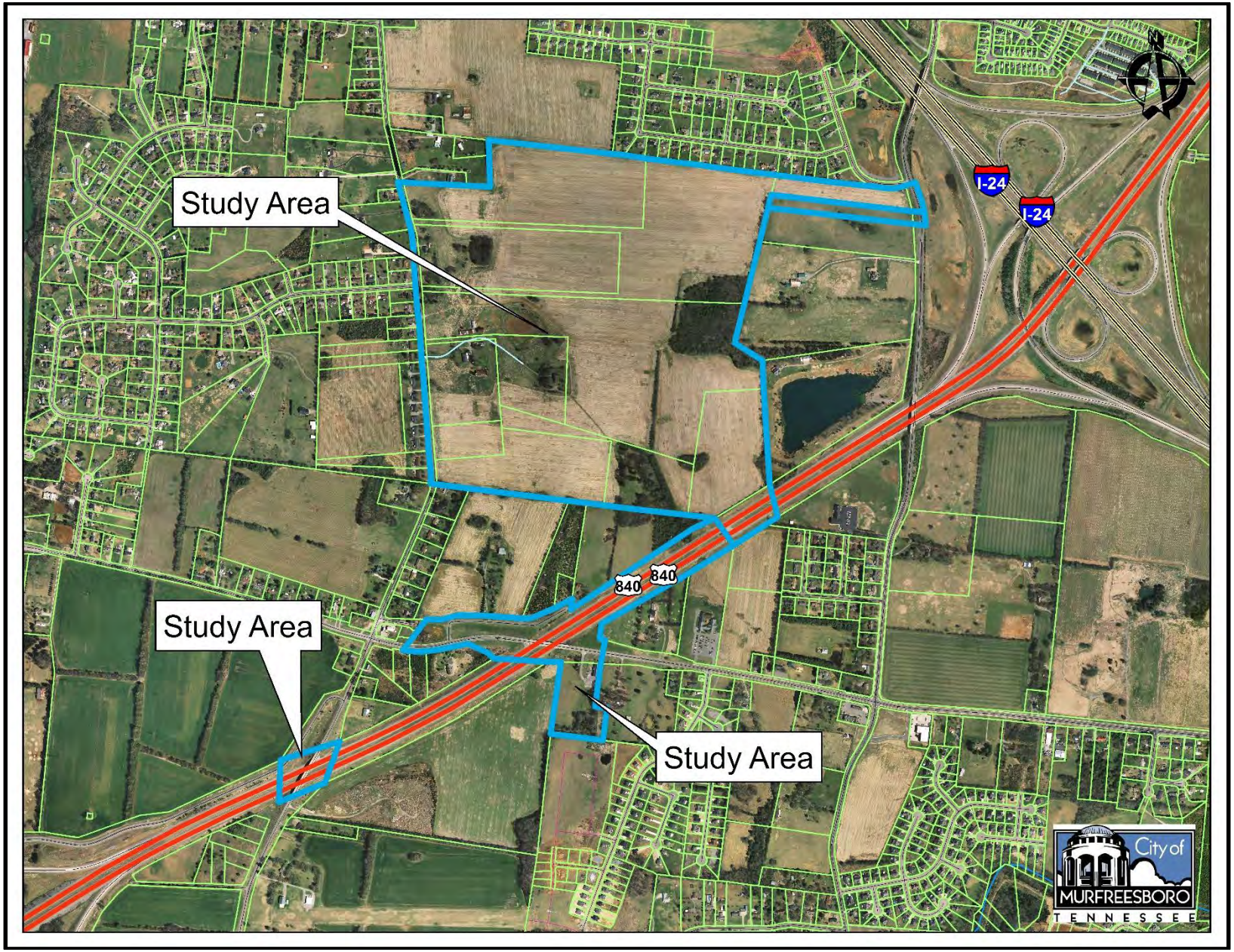


Resolution 16-R-PS-13

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG BLACKMAN ROAD AND FLORENCE ROAD INCLUDING PLAN OF SERVICES

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
March 2, 2016

REVISED FOR CITY COUNCIL, MARCH 4, 2016


Study Area
Study Area
Study Area
I-24
I-24
840
840
City of
MURFREESBORO
TENNESSEE

INTRODUCTION

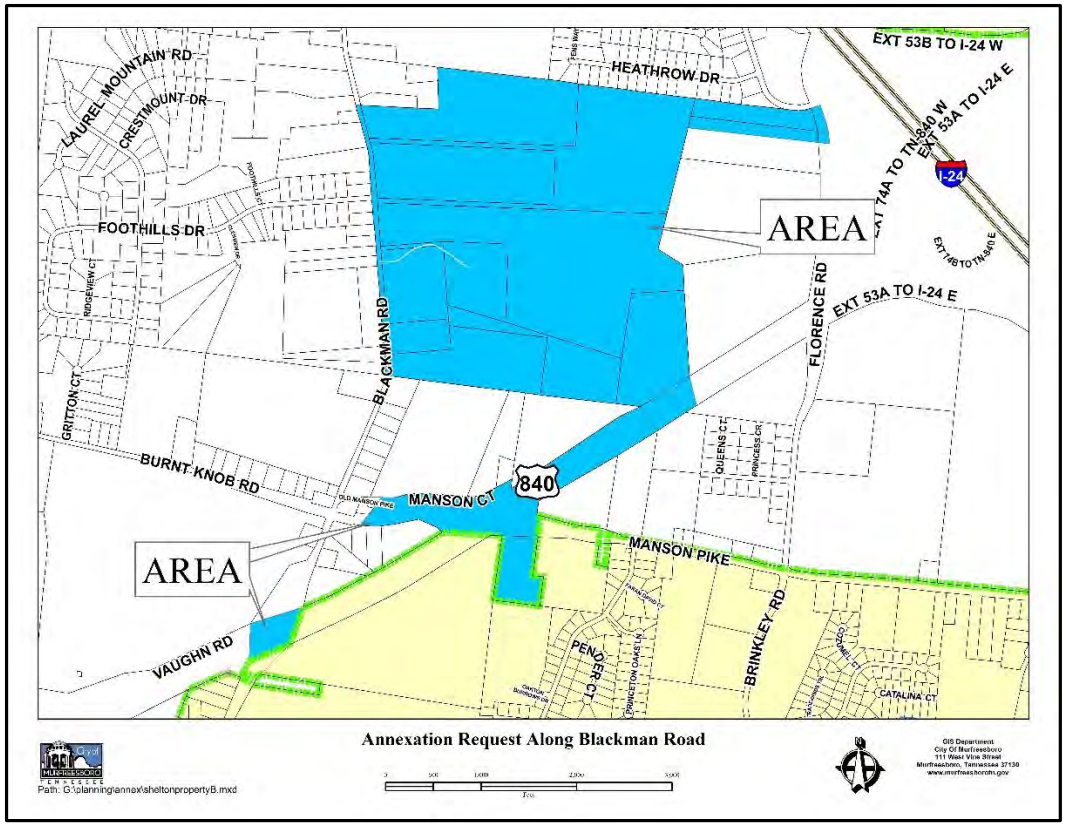
OVERVIEW

The applicant, Matt Taylor of SEC Inc., representing Parks Development, has requested annexation of property located along Blackman Road, Florence Road, and State Route 840.

The area studied in this Plan of Services includes 285.44 acres spanning across twelve parcels. The study area also includes two segments of right-of-way along SR 840 totaling 3,000 linear feet. Additional right-of-way along Manson Pike (1,750 linear feet) and the entirety of Manson Court are included as well. The parcels included in this request are listed below.

Tax Map	Parcel
71	41.00
71	41.01
71	41.02
78	15.00
78	15.01
78	15.02
78	15.07
78	15.08
78	15.11
78	15.12
78	15.14
78	30.00

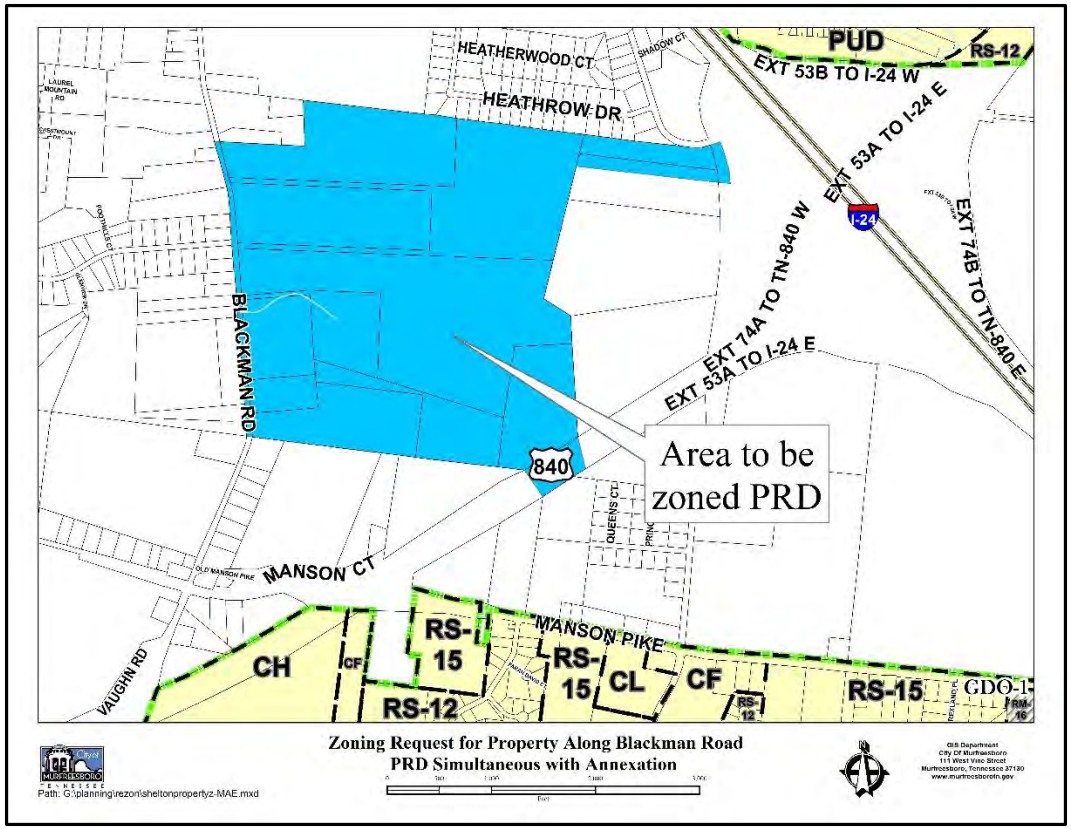
The study area lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City on the south.



CITY ZONING

The applicant has requested PRD (Planned Residential Development) zoning for the portion of the study area north of SR 840 and Manson Court simultaneous with annexation. The applicant has not requested rezoning for the 8.03-acre parcel located southeast of the Manson Pike / SR 840 overpass. All parcels included in the study area are currently zoned RM (Residential – Medium Density) in the County.

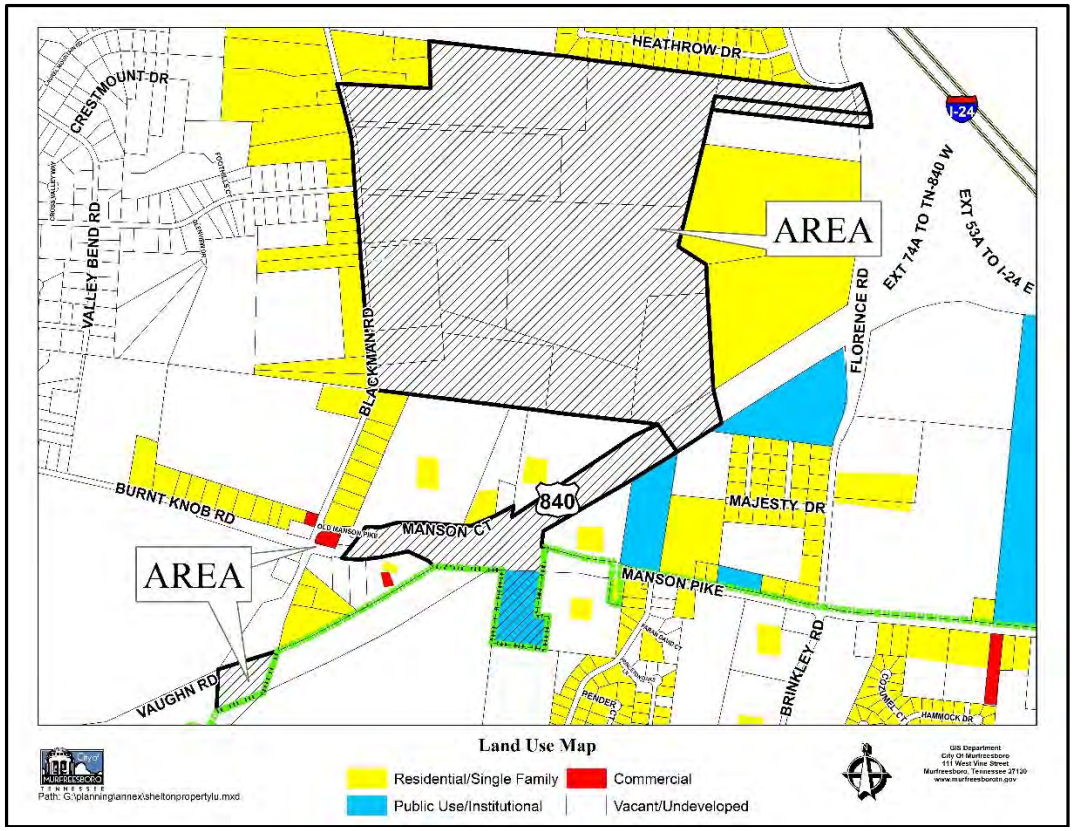
Property owned by Blackman United Methodist Church and located south of SR 840 in the study area adjoins properties within the City of Murfreesboro. The property on the southern edge of this portion of the study area is zoned RS-12 (Single-Family Residential), while the property on the eastern edge of this portion is zoned RS-15 (Single-Family Residential). The remainder of the study area abuts properties zoned RM in the unincorporated County.



PRESENT AND SURROUNDING LAND USE

Most of the study area is undeveloped, though two single-family residences are situated along the western edge of the study area. Additionally, a portion of the study area located south of SR 840 along Manson Pike is owned by Blackman United Methodist Church and is presently rented to another church.

Neighboring properties to the west, northwest, east, and south of the study area are used primarily for single-family residences. Properties between Manson Court and the study area are used for agricultural purposes.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $1.2703/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Blackman Road Properties LLC	30.00	$72,800	$0	$18,200	$231.19
Blackman Road Properties LLC	5.63	$63,100	$0	$15,775	$200.39
Blackman Rd Prop Charitable	40.00	$99,800	$0	$24,950	$316.94
Ben A Shelton	11.50	$102,400	$167,700	$67,525	$857.77
Blackman Road Properties LLC	25.00	$65,700	$33,500	$24,800	$315.03
William A Shelton	12.00	$106,800	$151,900	$64,675	$821.57
Mimi P Shelton	16.66	$44,100	$0	$11,025	$140.05
Jennifer Shelton	13.33	$35,300	$0	$8,825	$112.10
Blackman Road Properties LLC	5.01	$59,100	$0	$14,775	$187.69
Blackman Road Properties LLC	60.86	$152,600	$6,800	$39,850	$506.21
Blackman Rd Prop Charitable	18.00	$47,600	$0	$11,900	$151.17
			Total	**$302,300**	**$3,840.11**

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro based on the property being built-out at full capacity (PRD zoning, 771 dwelling units total).

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	$70.00
State Beer Tax	$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	$2.05
Gross Receipts (TVA in-lieu taxes)	$11.00
Total General Revenue Per Capita	$83.55
State Street Aid Funds	**Per Capita Amount**
Gasoline and Motor Fuel Taxes	$25.91
Total Per Capita (General and State Street Aid Funds)	**$109.46**
Total State-Shared Revenues (based on full build-out at 2.58 persons per dwelling unit, 771 dwelling units)	**$217,735.64**

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

PLAN OF SERVICES

POLICE PROTECTION

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

ELECTRIC SERVICE

The property is located within Middle Tennessee Electric Membership Cooperative's (MTEMC) service boundary. MTEMC has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MTEMC standards.

STREET LIGHTING

According to MTEMC, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

Portions of the study area currently have access to Blackman Road, Florence Road, and Manson Pike. The Engineering Department estimates annual maintenance costs for the segments of Blackman Road, Florence Road, Manson Pike, and Manson Court included in the study to be approximately $11,750. Maintenance of SR 840 will continue to be provided by the State of Tennessee.

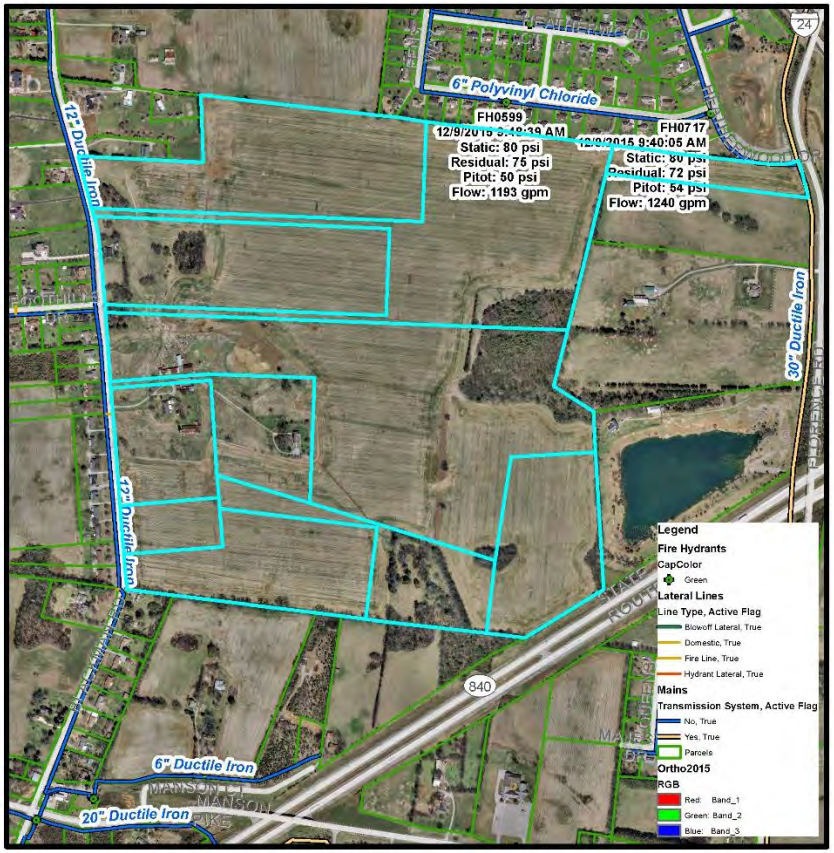
Any development of the study area may have impacts on the operation of the all-way stop intersection at Manson Pike / Burnt Knob Road and Blackman Road. Intersection and roadway improvements including traffic study and signalization may be required prior to development. Any future public roadway facilities to serve the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. The portion of the study area north of SR 840 and Manson Court is presently served by a 12-inch water line which runs along Blackman Road. The property owned by Blackman United Methodist Church and located along Manson Pike is presently served by a 20-inch water line.

The existing water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.

Annexation Request
Blackman Rd. & Florence Rd.



Any additional development to the parcel(s) would be subject to the applicant submitting the Developer's Packet to Consolidated Utility District which includes a Water Availability Request to determine feasibility of and approve the proposed development.

Date: 2/12/2016

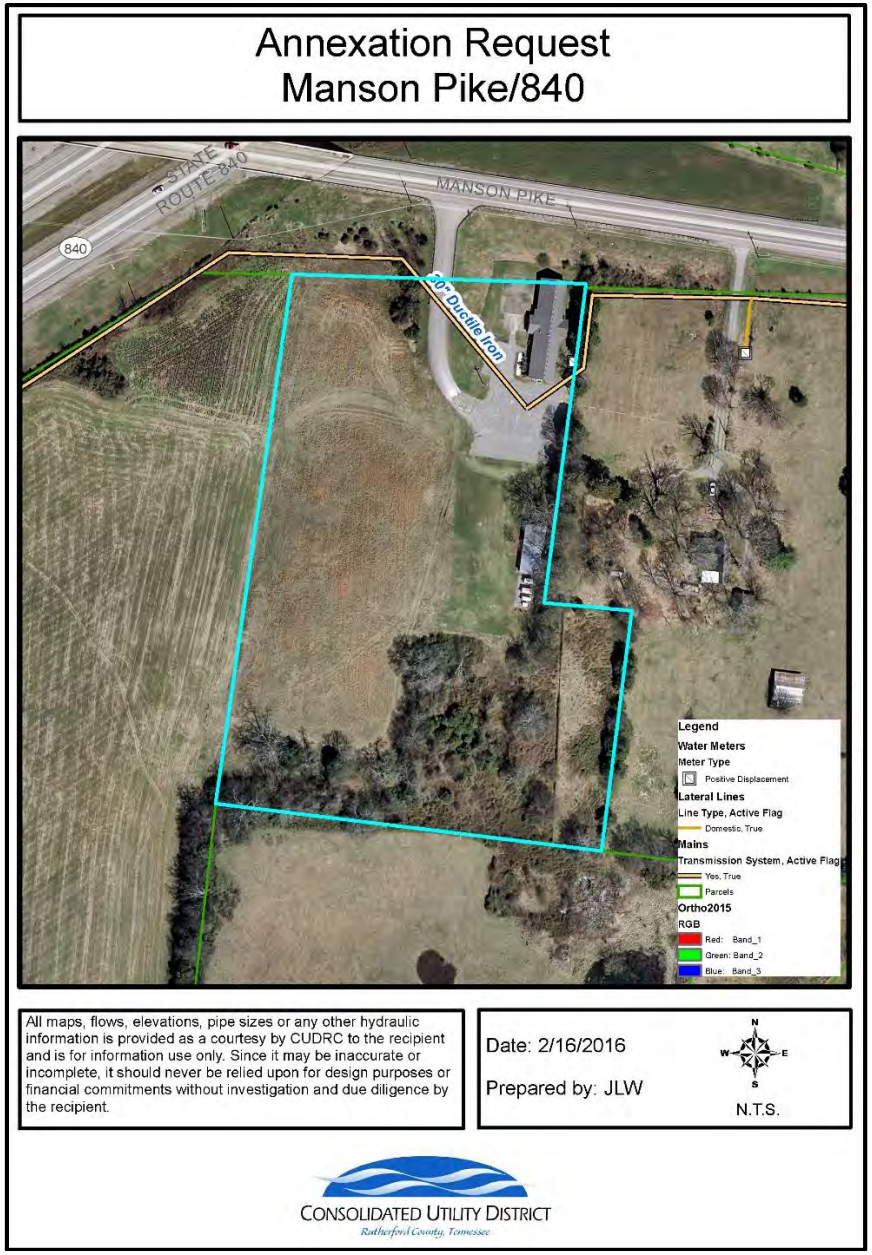
Prepared by: JLW

N.T.S.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

CUD provided additional information regarding the portion of the study area located along the south side of Manson Pike. This portion of the study area is served by a 30-inch water line which runs along SR 840 and Manson Pike. Any additional development on this parcel would be subject to a Water Availability Request being submitted to CUD in order to determine feasibility.

The existing water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.

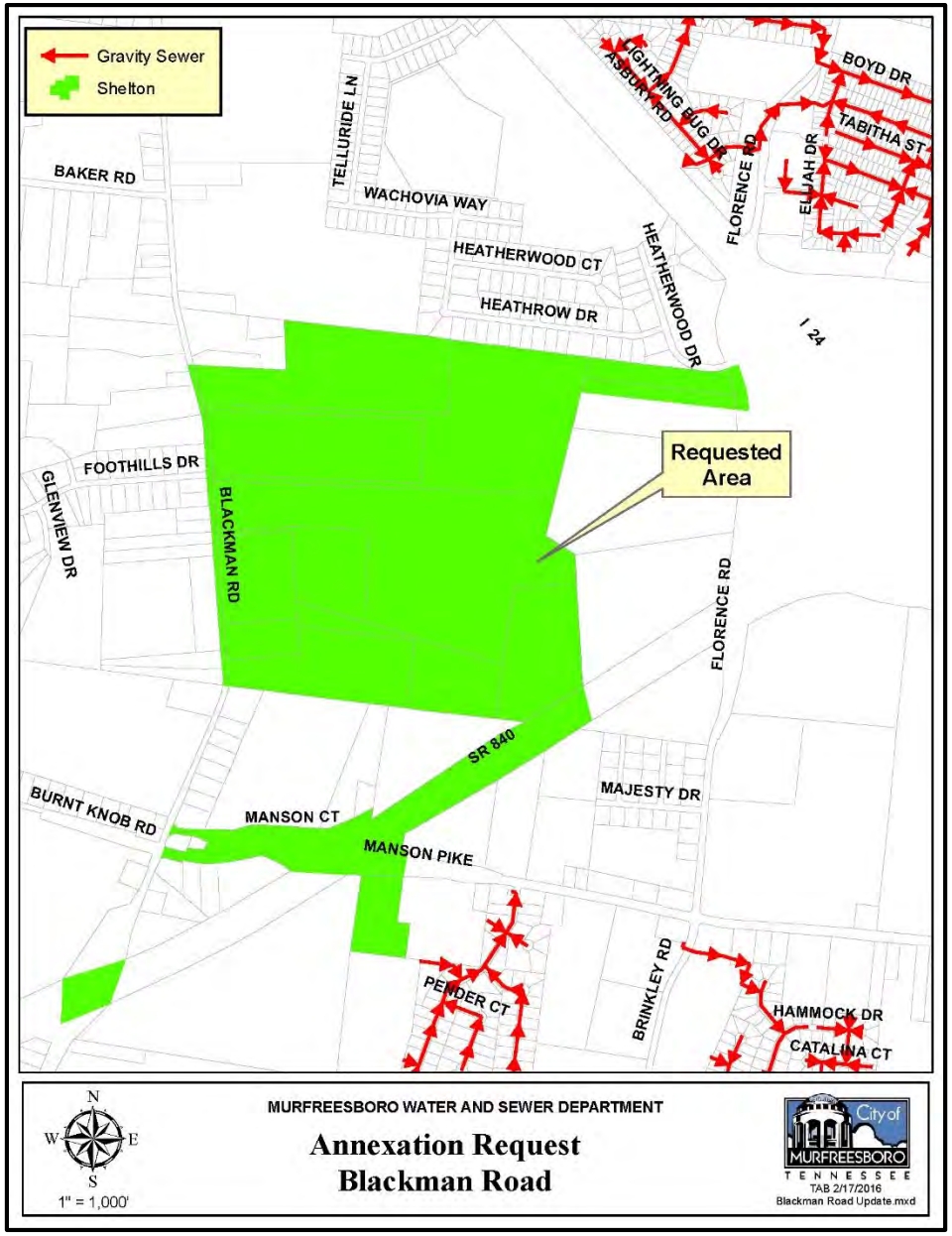


SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." In order for the properties north of Manson Pike to receive MWSD sewer service, a bore underneath I-24 would be required. The new sewer line would tie into an existing 18-inch line on the south side of Asbury Road. If constructed, MWSD would operate the grinder pump system and force main, and homeowners would be responsible for individual grinder pumps. The portion of the study area located south of Manson Pike would be served with gravity sewer through the Blackman Meadows / Oakton Subdivision should capacity in the Oakton pump station be available.

The sewer line serving the subject property would connect to the Overall Creek Assessment District. All developments that connect into this sewer system are assessed a $1,000 fee per single-family unit or equivalent in addition to the current and standard connection fees. The developer would also be required to submit a "Will Serve Request" to MWSD to ensure that capacity is available downstream of the study area.

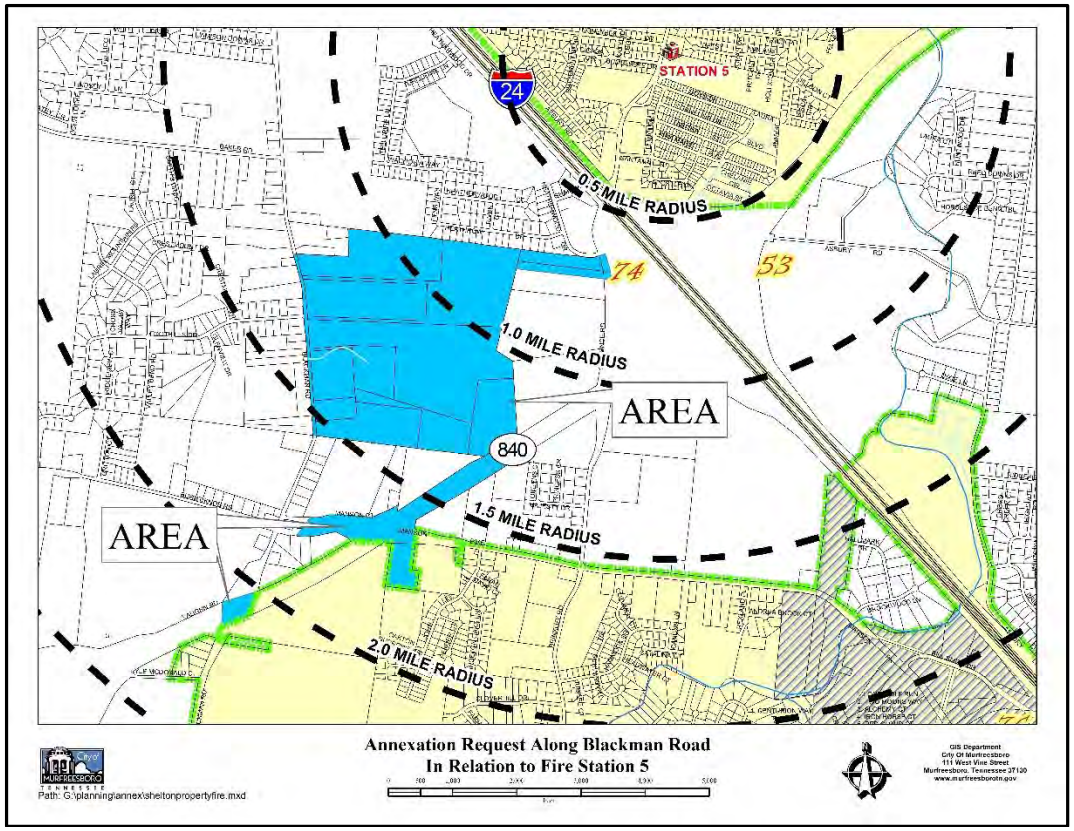
The red lines on the adjacent map represent existing sewer lines.



FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District (CUD) policies and procedures.

The closest fire station to the subject tract is Fire Station #5, located at 3006 Florence Road, 3.18 miles from the study area. Station #9, located at 802 Cason Lane, is 5.69 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Friday. In its current state, no additional equipment or manpower will be needed to serve the study area. However, if any future development of the study area includes houses facing Blackman Road, construction of a turnaround will be necessary.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located in the Overall Creek Elementary school zone. Presently, Overall Creek can accommodate 150 new students. A new elementary school scheduled to open in west Murfreesboro in 2018 will create more openings at Overall Creek.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

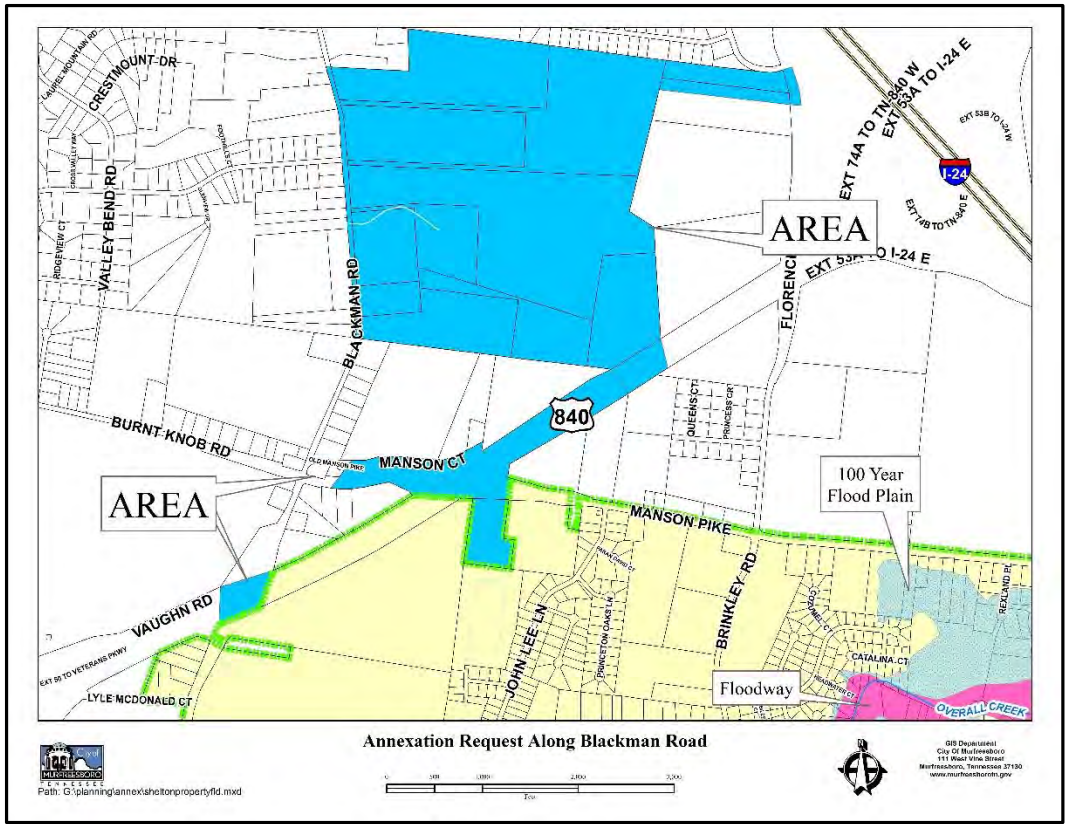
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). Affected areas are located within the eastern and southern portions of the study area.

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

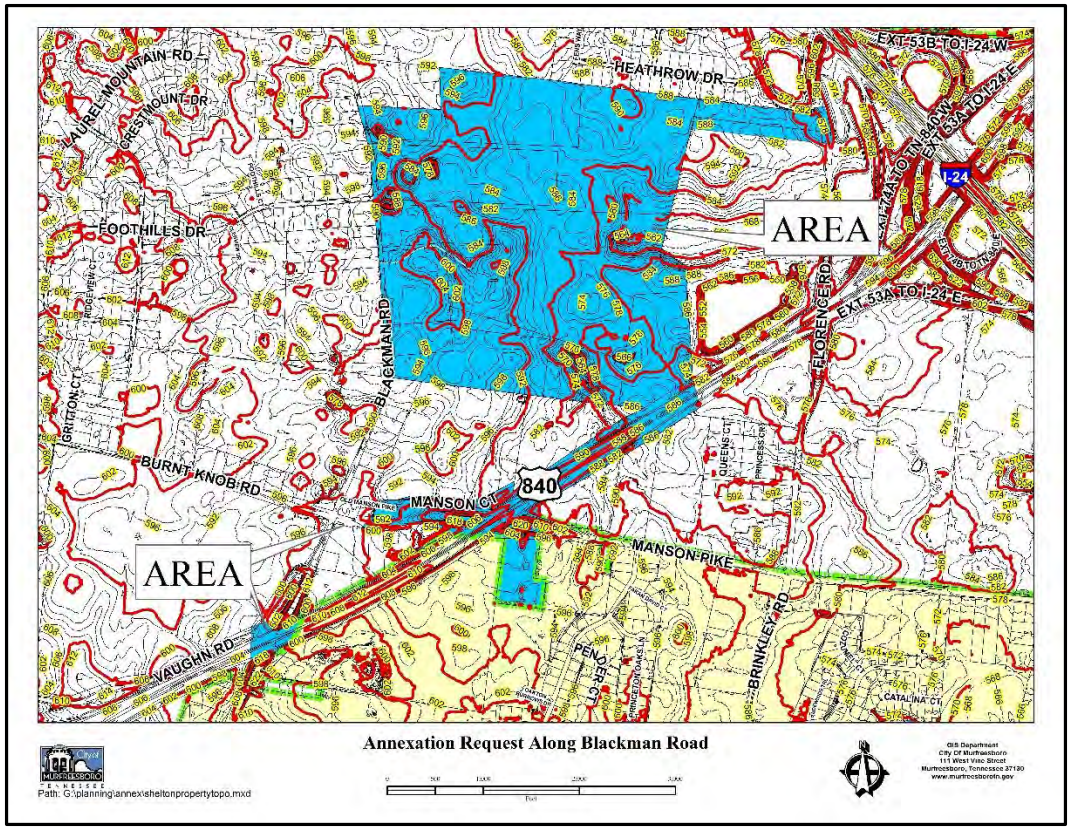


DRAINAGE

The study area north of SR 840 has poorly-defined drainage patterns. This portion of the study area drains directly to sinkholes and closed depressions, some of which hold water following rain events for extended periods of time. The area south of SR 840 drains well to the west to closed depressions.

For all parts of the study area, future development plans should address the existing drainage conditions and anticipate stormwater management completely contained on-site. It may be possible that access to off-site drainage routes could be provided through adjacent properties; however, additional study will be required on such an option. It will be the developer's responsibility to investigate potential drainage plans and secure any off-site routes with consent and/or easements. Additionally, due to sinkholes on the portion of the study area north of SR 840, Underground Injection Control (UIC) permits from the State of Tennessee may be required.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed residential zoning of the portion of the study area north of SR 840 and considering applicable credits, this property has the potential to generate $30,000 in Stormwater Utility Fees annually upon full development. The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

RESOLUTION 16-R-A-13 to annex approximately 285.4 acres along Blackman Road and Florence Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Shelton Family & Saraswat Family Trust, applicants. [2016-504]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 16-R-PS-13** on April 21, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on March 2, 2016 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 16-OZ-13,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

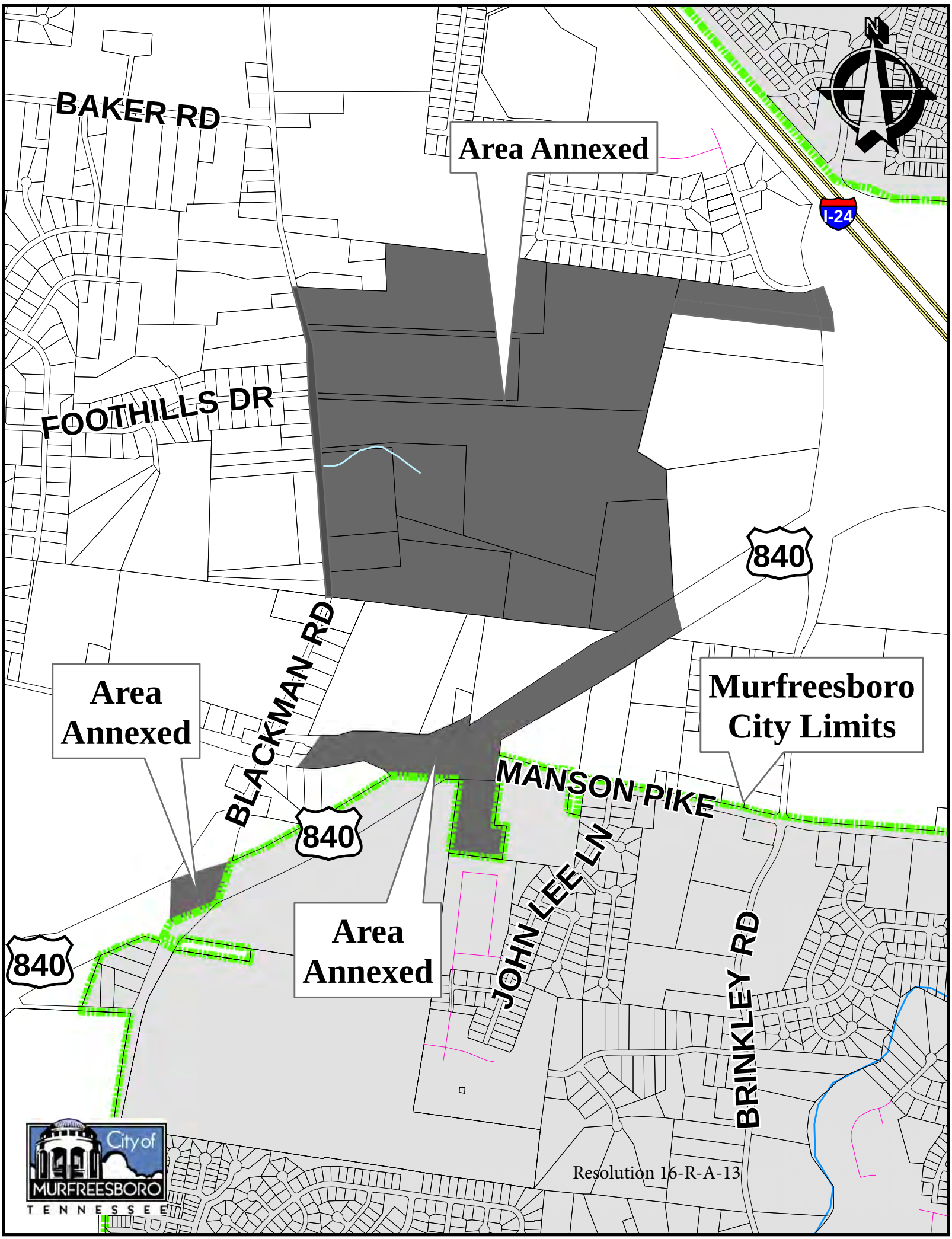
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL


BAKER RD
Area Annexed
I-24
FOOTHILLS DR
840
BLACKMAN RD
Area Annexed
Murfreesboro City Limits
MANSON PIKE
840
JOHN LEE LN
Area Annexed
840
BRINKLEY RD
City of MURFREESBORO TENNESSEE
Resolution 16-R-A-13

No Digital Copy

ORDINANCE 16-OZ-13 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 242 acres along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs); Parks Development, applicant. [2016-406]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

_____
Shane McFarland, Mayor

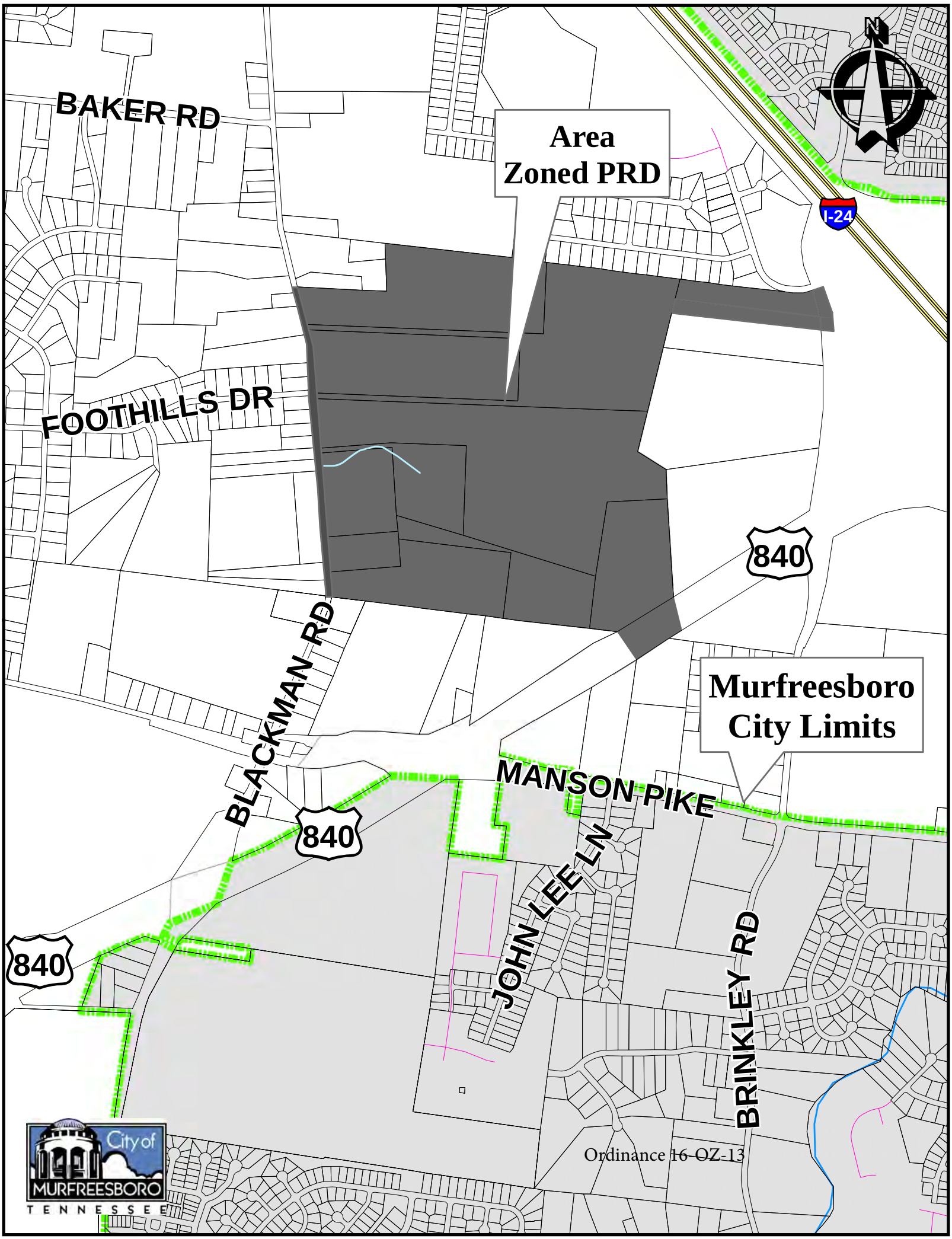
ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

_____
David A. Ives
City Attorney

SEAL



Ordinance 16-OZ-13