

0MURFREESBORO CITY COUNCIL
AGENDA

May 19, 2016

7:00 p.m.

City Council Chambers

PRAYER

MAYOR SHANE MCFARLAND

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Facilities Maintenance Superintendent:
 - a. Change Order No. 3 to Contract with Keystone Construction Services for Tax/Finance Department Remodel Project.
 - b. Final Payment Request to Keystone Construction Services for Tax/Finance Department Remodel Project.
- B. Consider recommendations of the Street Division Superintendent: Demolition request from Habitat for Humanity at 433 South Hancock Street.
- C. Consider recommendations of the Chief of Police: Bids for the purchase of Tasers 2016.
- D. Consider recommendations of the Parks & Recreation Director: Summer Tennis Camps and Associated Fees.
- E. Consider recommendations of the City Engineer:
 - a. Veteran's Parkway Phase 2B Final Change Order.
 - b. Purchase of 7 Trucks.
- F. Consider recommendations of the Airport Manager: Annual adjustment of rental rates at Murfreesboro Municipal Airport.
- G. Request to hang a banner across East Main Street from the Bruce Gilley Memorial Foundation July 11-21, 2016 to promote the "Run for Him" 5K/10K.

Minutes

2. A. May 5, 2016 - Special Meeting.
- B. May 5, 2016 - Regular Meeting.

Third Readings

3. Consider for passage on third and final 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 [2015-431].
4. Consider for passage on third and final 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].

New Business

5. Consider recommendations of the City Engineer: Property Acquisition for Lytle St. Phase 2.
6. Consider recommendations of the Planning Commission: Schedule public hearings to consider a PUD amendment along Memorial Blvd/Haynes Haven Lane; PCD amendment along West Northfield Blvd/Sulphur Springs Rd; Annexation Plan of Services for and annexation of area along New Salem HWY; and zoning along New Salem HWY (CF) (RM-12) & (RZ) simultaneous with annexation.
7. Consider recommendations of the Assistant City Attorney: Release of Purchase Agreement and Letter of Intent with Mark Pirtle Gateway, LLC.
8. Continue discussions regarding Murfreesboro Electric Department.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



... creating a better quality of life.

May 19, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: (1) Griggs & Maloney recommendation for Change Order Number 3 (Final Cost Adjustment) in the deductive amount of \$23,283.61 as an amendment to the contract between Keystone Construction Services and the City of Murfreesboro for the Tax/Finance Department Remodel Project

(2) Griggs & Maloney recommendation for final payment (Pay Application Number 10) to Keystone Construction Services for the Tax/Finance Department Remodel Project.

As an item for the consent agenda on May 19, 2016, it is recommended that the City Council approve the referenced Griggs & Maloney attachments.

Background

Keystone Construction Services began the Tax and Finance Department renovations in July of 2014. As with all renovation projects, several unforeseen items were discovered and addressed. Additionally, some work items were omitted, and other additional work items were added to the original scope of work. See attached approved Change Order numbers 1 and 2 for details regarding contract scope of work changes. The project was substantially complete December 2015 and 100% complete April 2016. The Change Order Number 3 recommendation balances the final contract amount by crediting unused unit price for flooring (\$750.48) and the unused unit price low voltage installation balance (\$22,533.13) for a total deduction of \$23,283.61.

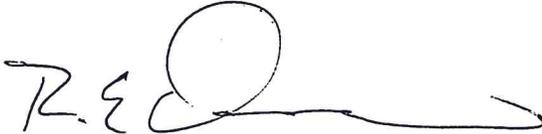
Fiscal Impact

Final contract price of \$421,525.09 falls below that of the previously approved contract price of \$444,763.70 resulting in a total contract savings of \$23,283.61. Sufficient funds are available in the 2010 TML for contractor's final payment.

Recommendation

Staff recommends approval of Change Order Number 3 (Final Cost Adjustment) and Contractor Pay Request Number 10 (Final Payment)

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Dennis', with a large circular flourish above the 'D' and a long horizontal stroke extending to the right.

Ron Dennis
Facilities Maintenance Superintendent

SECTION 00941

CHANGE ORDER

EXECUTED

Change Order 1

Date of Issuance: September 29, 2014 Effective Date: October 3, 2014
 Owner: City of Murfreesboro, Tennessee Owner's Contract No.: _____
 Contractor: Keystone Construction Services, LLC Contractor's Project No.: _____
 Engineer: Griggs & Maloney, Inc. Engineer's Project No.: 226-111
 Project: City Hall Tax/Finance Dept. Remodel Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: See Summary of Contract Changes – Change Order No. 1

Attachments: Summary of Contract Changes, Sheet E-2.1 CST Circuits, Sheet M-1 Duct Heater Installation Location, Change Pricing from Keystone Construction, Division 15 and Division 16 Specifications

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: <u>\$360,211.00</u>	Original Contract Times: Substantial Completion <u>9/1/2014</u> Ready for Final Payment: <u>10/31/2014</u> _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>NA</u> : <u>\$ NA</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>NA</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> _____ days
Contract Price prior to this Change Order: <u>\$ 360,211.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>10/31/2014</u> _____ days or dates
Increase of this Change Order: <u>\$ 72,177.70</u>	Increase of this Change Order: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>11/30/2014</u> _____ days or dates
Contract Price incorporating this Change Order: <u>\$432,388.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>11/30/2014</u> _____ days or dates

RECOMMENDED: By: <u>R. Jason Maloney</u> By: _____ Title: <u>Vice-President</u> Title: _____ Date: <u>09/22/2014</u> Date: _____	ACCEPTED: By: <u>Shirley Maloney</u> By: _____ Title: <u>Mayor</u> Title: _____ Date: <u>10/23/2014</u> Date: _____	ACCEPTED: By: <u>Tom Flori</u> By: _____ Title: <u>Owner</u> Title: _____ Date: <u>09-22-2014</u> Date: _____
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Approved by Funding Agency (if applicable)
 By: _____ Date: _____

MURFREESBORO CITY HALL
 FINANCE & TAX DEPARTMENT 2014 RENOVATIONS
 MURFREESBORO, TENNESSEE
 PROJECT NO.: 226-111

CHANGE ORDER NO. 1
SUMMARY OF CONTRACT CHANGES

ITEM	DESCRIPTION	COST/(CREDIT) AMOUNT
A	Move already framed/sheetrock wall 18 inches between file room and office 117.	\$350.00
B	Credit for eliminating glass storefront door/window system and adding new door and frame within corridor 186A.	(\$3,135.00)
C	Extend customer service station electrical circuits and additional 125 feet of wiring to panel L1B.	\$1,600.00
D	400 s.f. of additional ceiling tile and grid replacement for Phase II of the remodel to be added to the unit quantity at contract unit price of \$4.00 per s.f.	\$1,600.00
E	5 additional sprinkler head to be reworked in Phase II at contract unit price of \$503.42 per reworked sprinkler head.	\$2,517.10
F	Eliminate the following items from the contract:	
	1. Door security from low voltage allowance.	N/A - Allowance Item
	2. Speaker system at CSTs from low voltage allowance.	N/A - Allowance Item
	3. Janitor closet – paint and flooring	N/A - Unit Price Quantity Amount for Paint and Flooring
G	Add 16 duct heaters within City Hall at the locations as shown in the attached drawing and as required in the Specifications supplied to Keystone on 9/25/2014.	\$68,575.00
H	Six (6) additional electric outlets various locations within the Tax Department.	\$670.00
TOTAL (Items A-H) CHANGE ORDER 1:		\$72,177.70

SECTION 00941

CHANGE ORDER

EXCLUDED

Change Order 2

Date of Issuance: _____ Effective Date: _____
 Owner: City of Murfreesboro, Tennessee Owner's Contract No.: _____
 Contractor: Keystone Construction Services, LLC Contractor's Project No.: _____
 Engineer: Griggs & Maloney, Inc. Engineer's Project No.: 226-111
 Project: City Hall Tax/Finance Dept. Remodel Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Furnish & Install all materials and equipment to install city-supplied 6 kW VAV box and associated new ducts in Murfreesboro City Hall, Room HR 159; and installation of closet including door, paint, and shelving in the City Hall- Tax Dept. break room.

Attachments: (2) Keystone Construction Services Proposals

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$360,211.00	Original Contract Times: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>10/31/2014</u> days or dates
[Increase] from previously approved Change Orders No. <u>NA</u> to No. <u>1</u> : \$ <u>72,177.70</u>	[Increase] from previously approved Change Orders No. <u>NA</u> to No. <u>1</u> Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>1/14/2015</u> days or dates
Contract Price prior to this Change Order: \$ <u>432,388.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>1/14/2015</u> days or dates
Increase of this Change Order: \$ <u>12,375.00</u>	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>45 days</u> days or dates
Contract Price Incorporating this Change Order: \$444,763.70	Contract Times with all approved Change Orders: Substantial Completion: <u>9/1/2014 (Phase 1)</u> Ready for Final Payment: <u>1/14/2015</u> days or dates

RECOMMENDED: By: <u>Ryan Maloney</u> By: _____ Engineer (if required)	ACCEPTED: By: <u>[Signature]</u> By: _____ Owner (Authorized)	ACCEPTED: By: <u>Tom Roco</u> By: _____ Contractor (Authorized)
Title: <u>Vice-President</u> Title: <u>CITY MANAGER</u> Title: <u>OWNER</u>	Date: <u>04/28/2015</u> Date: <u>5-13-15</u> Date: <u>5-4-15</u>	

END OF SECTION 00941

Keystone Construction Services LLC.

PROPOSED CHANGE ORDER

No. 00002

2112 Hollywood Drive Suite 38
Jackson, TN. 38305

Phone: 731-660-1344
Fax: 731-660-6114

TITLE: New Closet in Breakroom

DATE: 4/15/2015

PROJECT: K-14-004 City Hall Finance & Tax

JOB: K-14-004 City Hall Finance &

TO: Attn: Ryan Maloney
Griggs & Maloney
PO Box 2968
Murfreesboro , TN 37133-2968

CONTRACT NO: K-14-004-001

RE: COR To: From: Number:

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Door/Frame,HDW/Insulation		1.000		\$1,585.00	0.00%	\$0.00	\$1,585.00
00002	Paint,Stain		1.000		\$300.00	0.00%	\$0.00	\$300.00
00003	Shelving Material and Labor		1.000		\$600.00	0.00%	\$0.00	\$600.00
00004	Profit		1.000		\$373.00	0.00%	\$0.00	\$373.00

Unit Cost: \$2,858.00

Unit Tax: \$0.00

Lump Sum: \$0.00

Lump Tax: \$0.00

Total: \$2,858.00

APPROVAL:

By: _____

Bill Dillard

By: _____

Ryan Maloney

Date: _____

Date: _____



April 3, 2015
City of Murfreesboro
111 West Vine Street
Murfreesboro TN. 37130

RE: Murfreesboro City Hall VAV

Mr. Dennis,

We propose to furnish labor, material and equipment to install the following work listed below.

- Installation of (1) fan powered VAV provided by the owner.
- Tie into existing medium pressure duct and run 6 inch medium pressure line to new VAV.
- Installation of 12 inch round low pressure main.
- Installation of 10 inch round low pressure branches and tie into (2) existing supply diffusers.
- Installation of (1) 6 inch fire damper.
- Demolition of existing duct between rooms 260 and 159.
- Install new insulation on new duct.
- Repair/replace insulation where disturbed.
- Provide 1 year labor warranty (excluding VAV equipment, FBO).
- Furnish material and labor to install conduit and wire to VAV for power
- Furnish material and labor to install breaker to existing panel
- Provide a 480 volt 3Phase circuit.
- Provide VAV box controller actuator for field mounting.
- Provide space temperature sensor and discharge air temperature sensor.
- Installation supervision after hours.
- Integrate new VAV box into existing control system.
- Provide all required programming, revised graphics, software, testing and check out.
- Furnish material and labor to install conduit and wire to VAV for power
- Cutting.
- Patching.
- Painting
- Disposal of debris

This quote is for the sum of: \$9,517.00

~~Exclusions and Clarifications: Anything not listed on this proposal VAV box manufacturer to provide flow rings and control circuit transformer.~~

TAK
Bum

We appreciate the opportunity to quote on this project. If there is anything we can do to further assist you, please feel free to call.

Best regards,

Tim Rice

2112 Hollywood Drive Telephone- 731-660-1344

Suite #38 Fax - 731-660-6114

Jackson, TN 38305 E-Mail - office@keystone11.net

GRIGGS & MALONEY
I N C O R P O R A T E D
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

May 6, 2016

Mr. Rob Lyons
City of Murfreesboro
111 W. Vine Street
Murfreesboro, Tennessee 37130

**SUBJECT: RECOMMENDATION FOR CONTRACT CHANGE ORDER NUMBER 3: FINAL COST ADJUSTING
TAX/FINANCE DEPARTMENT REMODEL
G&M PROJECT No.: 226-111**

Dear Mr. Lyons:

I recommend Change Order Number 3 in the deductive amount of \$23,283.61 for consideration and approval as an amendment to the Contract with Keystone Construction Services for the project titled: Tax/Finance Department Remodel.

If you have any questions regarding the recommended contract changes then please feel free to contact me at (615) 895-8221.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.
Vice President

Cc: Melissa Wright, City of Murfreesboro
Gary Whitaker, City of Murfreesboro
Wayne Oakley, Studio Oakley Architects

SECTION 00941

CHANGE ORDER

FINAL COST ADJUSTMENT

Change Order 3

Date of Issuance: _____ Effective Date: _____
 Owner: City of Murfreesboro, Tennessee Owner's Contract No.: _____
 Contractor: Keystone Construction Services, LLC Contractor's Project No.: _____
 Engineer: Griggs & Maloney, Inc. Engineer's Project No.: 226-111
 Project: City Hall Tax/Finance Dept. Remodel Contract Name: _____
 The Contract is modified as follows upon execution of this Change Order:

Description:

This change order balances the contract amount by crediting unused unit price quantities a for flooring (\$750.48) and unused balance of the allowance for low voltage (\$22,533.13) for a total deduction of \$23,283.61 from the contract price.

Attachments: (2) Keystone Construction Services Proposals

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$360,211.00	Original Contract Times: Substantial Completion: 9/1/2014 (Phase 1) Ready for Final Payment: 10/31/2014 days or dates
[Increase] from previously approved Change Orders No. 0 to No. 2: \$ 84,552.70	[Increase] from previously approved Change Orders No. NA to No. 1 Substantial Completion: 9/1/2014 (Phase 1) Ready for Final Payment: 1/14/2015 days or dates
Contract Price prior to this Change Order: \$ 444,763.70	Contract Times prior to this Change Order: Substantial Completion: 9/1/2014 (Phase 1) Ready for Final Payment: 1/14/2015 days or dates
Decrease of this Change Order: \$ (-23,283.61)	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 45 days days or dates
Contract Price incorporating this Change Order: \$ 421,525.09	Contract Times with all approved Change Orders: Substantial Completion: 9/1/2014 (Phase 1) Ready for Final Payment: 1/14/2015 days or dates

RECOMMENDED: By: <u>Ryan Maloney</u> Engineer (if required) Title: Vice-President Date: 04/22/2016	ACCEPTED: By: _____ Owner (Authorized) Title: _____ Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized) Title: <u>Owner</u> Date: <u>4-22-16</u>
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END OF SECTION 00941



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

May 6, 2016

Mr. Ron Dennis
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

RE: MURFREESBORO CITY HALL TAX & FINANCE DEPARTMENT REMODEL
G&M FILE 226-111
PAY APPLICATION TEN (FINAL)

Dear Ron:

Attached are six (6) sets each of the Keystone Construction Services Pay Request Ten in the amounts recommended as follows for your approval and processing. This payment is the final payment to the Contractor. The final contract is \$23,203.61 under budget. The amounts below reflect the reduced contract amount as adjusted by Change Order No. 3 which is also attached to this letter.

Work Completed:	\$421,525.09
Materials Stored On Site:	\$0.00
Total This Request:	\$21,076.25
Balance of Retainage:	\$0.00
Less Previous Payments	\$400,448.84
<u>Amount Due: (To Keystone Construction Services)</u>	<u>\$21,076.25</u>

Please sign all copies. Each copy is marked for distribution. Two signed marked copies are provided to be retained in your file, one marked copy to be returned to G&M marked approved, one marked copy to be returned to Studio Oakley Architects marked approved, and one marked copy marked approved returned Keystone Construction Services with payment.

Should you have any questions, please do not hesitate to contact me.

Respectfully,
GRIGGS & MALONEY, INC.

Ryan Maloney, P.E.

cc: Melissa Wright, City of Murfreesboro
Erin Tucker, City of Murfreesboro
Wayne Oakley, Studio Oakley Architects

CITY OF MURFREESBORO
Murfreesboro City Hall Tax and Finance Department Remodel

PAY ESTIMATE NO. 10 Date: 5/6/2016

FUNDING: City - Original Contract Amount: \$360,256.00
 Change Order No. 1 Amount: \$72,177.70
 Change Order No. 2 Amount: \$12,375.00
 Final Cost Adjusting Change Order: \$23,283.61
 Total Contract Amount: \$444,808.70

ANALYSIS OF WORK PERFORMED:

Cost of contract work performed to date:	\$421,525.09
Extra work performed to date:	\$0.00
Total cost of work performed to date	\$421,525.09
Less amount retained (5%)	\$21,076.25
Net amount earned on contract work to date	\$400,448.84
Less amount of previous payments	\$400,448.84
Balance due final payment	\$21,076.25

Pre-payment Certification by Murfreesboro Finance/Tax Department

I have checked this Application and Certificate of Payment and based on site observations notes, and inspection reports, it is my opinion that the statement of work performed and/or materials supplied is accurate and the work has progressed as indicated. To the best of my knowledge and belief the contractor is observing the requirements of the contract, and should be paid the amount requested above.

City of Murfreesboro

Griggs & Maloney, Inc.
 Engineer

By [Redacted Signature]

By 

Date [Redacted Date]

Date 5/6/2016

cc: File
 Erin Tucker

*Retainage to be put in escrow

AIA Document G703™ - 1992

Continuation Sheet

AIA Document G703™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 00010
 APPLICATION DATE:
 PERIOD TO: April 27, 2016
 ARCHITECT'S PROJECT NO: K-14-004

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
00001	Demolition & Disposal	21,966.00	21,966.00	0.00	0.00	21,966.00	100.00%	0.00	1,098.30
00002	Moving service & Storage	24,600.00	24,600.00	0.00	0.00	24,600.00	100.00%	0.00	1,230.00
00003	Framing & Sheetrock Work	22,200.00	22,200.00	0.00	0.00	22,200.00	100.00%	0.00	1,110.00
00004	Millwork and cabinetry	66,620.00	66,620.00	0.00	0.00	66,620.00	100.00%	0.00	3,331.00
00005	Solid Surface Countertops	11,896.00	11,896.00	0.00	0.00	11,896.00	100.00%	0.00	594.80
00006	New entry doors	27,409.00	27,409.00	0.00	0.00	27,409.00	100.00%	0.00	1,370.45
00007	Bulletproof glazing	26,625.00	26,625.00	0.00	0.00	26,625.00	100.00%	0.00	1,331.25
00008	Electrical & control systems	70,932.00	70,932.00	0.00	0.00	70,932.00	100.00%	0.00	3,546.60
00009	Mechanical Systems	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	160.00
00010	Rework sprinkler	6,041.00	6,041.00	0.00	0.00	6,041.00	100.00%	0.00	302.05
00011	Acoustical ceiling tile	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
00012	Painting	8,910.00	8,910.00	0.00	0.00	8,910.00	100.00%	0.00	445.50
00013	Carpet & Base	24,106.52	24,106.52	0.00	0.00	24,106.52	100.00%	0.00	1,205.32
00014	Low voltage allowance	12,466.87	12,466.87	0.00	0.00	12,466.87	100.00%	0.00	623.34
00015	Change Order #1 Multiple changes	72,177.70	72,177.70	0.00	0.00	72,177.70	100.00%	0.00	3,608.89
00016	Change Order #2	12,375.00	12,375.00	0.00	0.00	12,375.00	100.00%	0.00	618.75
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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 User Notes: [389ADA4D]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$421,525.09	\$421,525.09	\$0.00	\$0.00	\$421,525.09	100.00%	\$0.00	\$21,076.25



... creating a better quality of life

CONSENT AGENDA

May 10, 2016

Honorable Mayor and City Council:

Subject: Consent Agenda — Consider Demolition of Structure for Habitat for Humanity at 433 South Hancock Street

Terri Shultz, Executive Director of the Rutherford County Habitat for Humanity requests that the City demolish a sub-standard structure on property Habitat acquired located at 433 South Hancock Street.

Background:

In the past, City Council has approved such demolitions to be performed by the Murfreesboro Street Department as a contribution to this worthy non-profit. Asbestos inspection and abatement was completed by AAT Environmental Inc. A summary letter of inspection and abatement is attached and the complete report is available upon request.

Fiscal Impact:

If approved, the Murfreesboro Street Department will do the work and the demolition material will be disposed at the landfill. Rutherford County waives the tipping fee for disposal.

Recommendation:

Staff recommends City Council's approval of this request from Terri Shultz, Executive Director of the Rutherford County Habitat for Humanity, that the City demolish a sub-standard structure on property Habitat owns at 433 South Hancock Street.

Sincerely,

Raymond Hillis
Street Division Superintendent

c: Terri Shultz, Executive Director, Habitat for Humanity

Attachments: Letter of Request from Habitat for Humanity
Summary Letter of Inspection and Abatement

Tracy Brown

From: Raymond Hillis
Sent: Monday, May 09, 2016 2:39 PM
To: Tracy Brown
Subject: FW: Demo Request

From: Rob Lyons
Sent: Monday, May 09, 2016 9:00 AM
To: Terri Shultz <terri@rchfh.org>; Raymond Hillis <rhillis@murfreesborotn.gov>
Subject: RE: Demo Request

Raymond – Please write up for the May 19 council agenda

Rob Lyons
City Manager
615-849-2629 Phone
rlions@murfreesborotn.gov E-mail
BoroCityManager Twitter

From: [Terri Shultz](#)
Sent: Monday, May 9, 2016 8:10 AM
To: [Rob Lyons](#)
Subject: Demo Request

Good Morning Rob,

I hope you're doing well.

We have another home we would like to request the City to demo. for us sometime in the next few weeks. This home is located at 433 S. Hancock St. next to Jeff's restaurant. Attached you'll find all the required documentation needed to submit this request. Atom and Murfreesboro Electric have completed the removal of all lines and meters.

Please let me when you think it might be on the City's agenda.

Feel free to contact me if you have any questions.

Thank you,

Terri Shultz



Executive Director
Rutherford County Area Habitat for Humanity
850 Mercury Blvd., Murfreesboro, TN 37130
office: (615) 890-5877 x102



May 5, 2016

Re: Asbestos Chimney Flashing Abatement at 433 S. Hancock Street, Murfreesboro, TN

Dear Mr. Saylor,

On April 22, 2016, AAT Environmental, Inc. oversaw the asbestos abatement work of the flashing removal at the chimney area of this home. The work started at 8:00 am and concluded at 1:00 pm. All asbestos containing material was abated.

Two (2) OSHA Asbestos Air Samples were collected during the abatement. Asbestos Air sample results passed testing and were below OSHA limits. These samples were manifested then analyzed per NIOSH 7400 revision 3 Issue 2 method.

We will archive the used sample cassette for 30 calendars from the date of this letter. If you wish to these samples returned please correspond in writing within these time constraints.

The building is safe to demolish.

If you have questions or need additional information, please don't hesitate to call.

A handwritten signature in black ink, appearing to read "Blake Rindahl".

Blake Rindahl
Asbestos Project Monitor
AAT Environmental Incorporated

615-907-5850

Enclosures: asbestos air testing results



Environmental, Inc.

2515 Burgess Street

Suite-A

Murfreesboro, TN 37128

Office Phone # 615-907-5850

E-Mail at: AATENVIR@comcast.net

ASBESTOS AIR DATA SHEET

For: Habitat for Humanity
 Site: Murfreesboro, TN
 Area: 433 S. Hancock Street
 Date: 22-Apr-16

Sample #	Location	Time On	Time Off	Total Time	Total Minutes	Liters On	Total Liters	Fibers/Fields	Fibers/Fields	Fibers/Fields	Fibers/F/00785	F**385	f#*1000* 0.00785* time	f/cc	<0.01 f/cc
PL-01	On Derrick Wilson	8:00	12:00	4:00	240	2	480.0	9.5	100	0.085	10.828	32.725	3768	0.009	Yes
PLX-02	On James Morris	10:00	10:30	0:30	30	2	60.0	5	100	0.04	5.0955	15.400	471	0.033	Yes
PLX-02	10% Recount Sample	10:00	10:30	0:30	30	2	60.0	4.5	100	0.035	4.4586	13.475	471	0.029	Yes
FB-01, 02	Field Blank 1 and 2 average							1	100						1 Fiber
PL = Personal Sample		PLX = Personal Excursion													

Sampled By: B. Rindahl Date and Time Received: Date: 4/22/16 3:00:00 PM

Signature:

Signature: *B. Rindahl*

Analyzed By: B. Rindahl

Signature: *B. Rindahl*

Police Department
KARL DURR
Chief of Police
(615) 849-2673
kdurr@murfreesborotn.gov



May 13, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

RE: Acceptance of Bids for Tasers 2016

As an item for the consent agenda at the next scheduled Council meeting, it is the recommendation of the Chief of Police that City Council accept the bids for Tasers 2016 for the Police Department as outlined below in the Recommendation section.

Background

Purpose:

To secure competitive bids for the purchase of Tasers to be issued to Murfreesboro Police Officers.

Scope of Work:

An Invitation to Bid (ITB) was issued on Monday, April 25, 2016 and a Legal Notice was published in the Murfreesboro Post on Monday, April 25, 2016. Bids were received and opened on Wednesday, May 11, 2016 at 2:00 p.m. local time in the Office of the City Manager. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2017. All bid prices shall be effective until June 30, 2017. The second, third, fourth and fifth contract periods (July 1 through June 30) of the contract shall be subject to the City's satisfaction with supplied Tasers and accessories. Any price increases must be submitted by the successful bidder prior to March 1 of each respective period for acceptance and approval by the City Manager.

Selection process

One (1) bid was received from Taser International, Inc. and was examined to determine if they met the bid requirements as set forth in the ITB. The bid tabulation sheet, of which a copy is provided for your reference, reflects the one (1) bid received and that bidder (Taser International, Inc.) met all bid requirements.

**Honorable Mayor and Members of City Council
Consent Agenda Request
May 13, 2016**

Fiscal Impact

The 2015-2016 Police Department budget, Line 93 reflects 25 Tasers and Accessories at a budgeted amount of \$42,143.00. The purchase of the Tasers and accessories relative to this ITB response is as follows:

Tasers 2016				
Item	Item #	Qty.	Bid Cost Each	Extended Cost
Handle, Yellow, Class III	22003	24	1,078.79	25,890.96
TPPM, Battery Pack	22012	24	57.08	1,369.92
Cartridge, 25'	22151	156	33.00	5,148.00
Holster, Right or Left	22501/22504	24	68.97	1,655.28
Warranty, 4Year	22014	24	329.39	7,905.36
Sub-Total				41,969.52
Kit, Dataport Download	22013	1	172.57	172.57
Total Expenditure				42,142.09
2015-2016 Police Department Budget, Line 93				\$42,143.00
Difference Over / (Under) Budget				(\$0.91)

Based on budgeted amount vs. bid cost, we can only purchase 24 Tasers and Accessories instead of the 25 budgeted. Each Officer is issued six (6) cartridges per Taser for spares and the Taser holds two (2) cartridges for deployment. As noted above, this purchase is (\$0.91) under budget.

Recommendation

It is recommended by the Chief of Police that City Council award the bids for Tasers 2016 to Taser International, Inc. and approve the purchase of the 24 Tasers and accessories to be funded from the 2015-2016 Police Department budget, Line 93.

Attachments

- 1) Tasers 2016 Bid Tabulation Sheet

James K. Durr
Chief of Police

C: Deputy Chief Mike Bowen
Assistant Chief Eric Cook

Police Dept.

Opened May 11, 2016

**Bid Tabulation Sheet
For
Police Tasers
ITB-60-2016**

Contractors	Prices	Signature Sheet	Drug-Free	Non-Collusion	References
Taser International	\$1,839.66	Yes	N/A	Yes	Yes

Recommend Award to: Taser International. _____ in the amount of: \$1,839.66

Department Head Signature:  Date: 5/13/16

Note: Return to Purchasing via Email



Consent Agenda

May 19, 2016

Honorable Mayor McFarland and Members of City Council:

- A. Veteran's Parkway Phase 2B Final Change Order**
 - B. Purchase of 7 Trucks**
-

A Veterans Parkway Final Change Order

As a Consent Agenda item for the May 19, 2016 City Council meeting, it is recommended that City Council approve the Final Change Order for Veteran's Parkway Phase 2B

Background

City Council approved a contract for design of Veterans Parkway from Franklin Highway to Church Street with Wisser Company, LLC on October 7, 2004. The project included contracting a 5 lane roadway with curb and gutter, and sidewalks from Barfield Road to Saint Andrews Drive. Bids for this phase of the project were received September 5, 2013 with Rollins Excavating being the low bidder in the amount of \$7,626,740.75. The City issued the Notice to Proceed for construction on November 11, 2013

City Council has approved 2 Change Orders for this project. Change Order No. 1 was approved on November 5, 2015 after construction began on the roadway project when CUD prohibited blasting within 30' of the waterline. The project proposed 2,725 linear feet of storm sewer line to be installed with the "no blast zone". To facilitate the installation of the storm sewer line within the "no blast zone" additional equipment and crew for excavation was required by the contractor and extra care taken to ensure water service and valve boxes were accessible at all times.

Change Order No. 2 was approved by City Council on February 4, 2016 due to extreme wet conditions that necessitated additional undercutting beyond what was originally estimated for the project in order to remove unsuitable material and replace it with offsite borrow material. In addition, crushed stone wedges were used more extensively to improve safety by reducing pavement edge drop offs.

Fiscal Impact

Funding for the Final Change Order will be from a TML loan in the amount of \$508,994.88

Recommendation

Staff recommends approval of the Final Change Order in the amount of \$508,994.88

Attachments

1. Change Order #1
2. Change Order #2
3. Final Change Order

B Purchase of 7 Trucks

As a Consent Agenda item for the May 19, 2016 City Council meeting, it is recommended that City Council approve the purchase of seven F150 trucks in the amount of \$172,725.00

Background

City Council approved the Vehicle Bid Pricing Contract on September 26, 2013. The 2016 budget includes the purchase of 7 trucks to be used by public works inspectors within the Engineering Department. Quotes were received on April 29, 2016 and the 2016 F150 trucks are available for purchase pursuant to the approved Vehicle Bid Pricing contract.

Fiscal Impact

The total cost for the 7 trucks is \$172,725.00 and will be funded by the 2016 bond issue.

Recommendation

Staff recommends approval of the truck purchase.

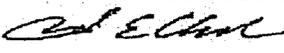
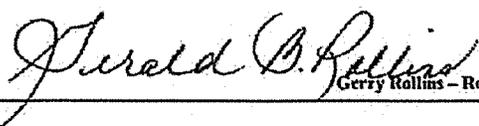
Attachments

1. Approved Vehicle Bid Pricing contract
2. Country Ford, Inc. Quote

Thank you for your consideration.

Sincerely

Chris Griffith
City Engineer

CONTRACT CHANGE ORDER		Order No. FINAL
Contract For: Veteran's Parkway (Southwest Loop Road) Phase 2B Murfreesboro, TN		Date: May 5, 2016
		State: Tennessee
		County: Rutherford
Owner	City of Murfreesboro	
Contractor	Rollins Excavating	
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price
SEE ATTACHED	\$ 279,309.13	\$ 788,304.01
Totals		\$ 508,994.88
Net Change In Contract Price		\$ 508,994.88
Justification: Final adjustment of actual quantities realize for the construction project. See Attached summary of pay items for additional justification.		
Original Contract Amount:		\$ 7,626,740.75
The Amount of the Contract Will Be Changed by this Change Order:		\$ 508,994.88
Change by Previous Change Order No. 1:		\$ 291,940.00
Change by Previous Change Order No. 2		\$ 497,355.23
The Contract Total Including this and Previous Change Orders Will be:		\$ 8,925,030.86
Notice to Proceed Date		November 11, 2013
Contract Start Date		November 11, 2013
Contracted Consecutive Calendar Days		730
Original Contracted Completion Date		November 11, 2015
The Contract Period Provided for Completion Will be (Changed) by this change order by:Days		0
Contract Period Changed by Previous Change Orders: (Days)		74
Revised Contracted Date of Completion		January 24, 2016
This document will become a supplement to the contract and all provisions will apply hereto:		
Requested (Owner)	Shane McFarland - Mayor- City of Murfreesboro	(Date)
Recommended (Owner's Architect/Engineer)	 Chad E. Clark - Wiser Consultants	(Date) 5/5/2016
Accepted (Contractor)	 Gerry Rollins - Rollins Excavating	(Date) 5/5/16
This information will be used as a record of any changes to the original construction contract		

FINAL CHANGE ORDER
Veterans Parkway (Southwest loop Road) - Phase 2B
 Project No. 04-10-202

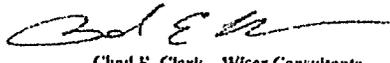
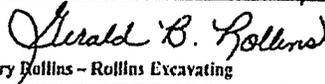
Item No.	Description	Unit	Estimated Quantity	Unit Price	Actual Total Quantity Used	Estimated Contract Cost	Actual Cost to Date	Difference Between Actual Contract and Estimate Contract Cost	Additions	Deductions
ESTIMATED ROADWAY ITEMS										
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 60,000.00	1.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ -
201-01	CLEARING AND GRUBBING	LS	1	\$ 145,000.00	1.00	\$ 145,000.00	\$ 145,000.00	\$ -	\$ -	\$ -
202-02.01	REMOVAL OF PIPE (10" PIPE)	L.F.	36	\$ 5.00	36.00	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ -
202-02.02	REMOVAL OF PIPE (12" PIPE)	L.F.	381	\$ 5.00	381.00	\$ 1,905.00	\$ 1,905.00	\$ -	\$ -	\$ -
202-02.03	REMOVAL OF PIPE (15" PIPE)	L.F.	981	\$ 7.00	981.00	\$ 6,867.00	\$ 6,867.00	\$ -	\$ -	\$ -
202-02.04	REMOVAL OF PIPE (18" PIPE)	L.F.	223	\$ 7.00	223.00	\$ 1,561.00	\$ 1,561.00	\$ -	\$ -	\$ -
202-02.05	REMOVAL OF PIPE (24" PIPE)	L.F.	144	\$ 10.00	144.00	\$ 1,440.00	\$ 1,316.00	\$ 1,316.00	\$ 1,316.00	\$ -
202-02.06	REMOVAL OF PIPE (36" PIPE)	L.F.	93	\$ 12.00	93.00	\$ 1,116.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ -
202-02.07	REMOVAL OF PIPE (36" PIPE)	L.F.	130	\$ 12.00	223.00	\$ 2,676.00	\$ 2,676.00	\$ -	\$ -	\$ -
202-02.08	REMOVAL OF ASPHALT PAVEMENT	S.Y.	14,341	\$ 2.00	14,341.00	\$ 28,682.00	\$ 28,682.00	\$ -	\$ -	\$ -
202-03.01	REMOVAL OF STRUCTURES (BOX BRIDGE AND WING WALLS)	C.Y.	1	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	36,242	\$ 6.50	36,242.00	\$ 235,573.00	\$ 235,573.00	\$ -	\$ -	\$ -
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	106,854	\$ 9.00	135,221.34	\$ 1,216,992.06	\$ 1,216,992.06	\$ 255,306.06	\$ 255,306.06	\$ -
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	3,519	\$ 3.00	3,519.00	\$ 10,557.00	\$ 10,557.00	\$ -	\$ -	\$ -
203-05	UNDERCUTTING	C.Y.	20,000	\$ 4.00	30,392.28	\$ 80,000.00	\$ 121,568.12	\$ 41,568.12	\$ 41,568.12	\$ -
203-06	WATER	M.G.	530	\$ 0.01	0.00	\$ 5.30	\$ -	\$ (5.30)	\$ -	\$ (5.30)
204-08.01	FOUNDATION FILL MATERIAL	C.Y.	212	\$ 50.00	79.63	\$ 10,600.00	\$ 3,981.50	\$ (6,618.50)	\$ -	\$ (6,618.50)
209-05	SEDIMENT REMOVAL	C.Y.	96	\$ 130.00	8.00	\$ 12,480.00	\$ 1,040.00	\$ (11,440.00)	\$ -	\$ (11,440.00)
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	C.Y.	75	\$ 0.01	0.00	\$ 0.75	\$ -	\$ (0.75)	\$ -	\$ (0.75)
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	850	\$ 5.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
209-09.03	SEDIMENT FILTER BAG (15'X15')	L.F.	19,475	\$ 2.00	19,756.00	\$ 39,512.00	\$ 39,512.00	\$ 562.00	\$ 562.00	\$ -
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	1	\$ 575.00	1.00	\$ 575.00	\$ 575.00	\$ -	\$ -	\$ -
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	85	\$ 135.00	132.00	\$ 11,475.00	\$ 17,820.00	\$ 6,345.00	\$ 6,345.00	\$ -
209-65.04	TEMPORARY INSTREAM DIVERSION	L.F.	2	\$ 250.00	7.00	\$ 500.00	\$ 1,750.00	\$ 1,250.00	\$ 1,250.00	\$ -
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	44,500	\$ 11.00	63,366.45	\$ 489,600.00	\$ 697,027.65	\$ 207,427.65	\$ 207,427.65	\$ -
303-01.01	MINERAL AGGREGATE (SIZE 57)	TON	2,583	\$ 18.00	2,582.84	\$ 46,484.00	\$ 46,482.82	\$ (1.18)	\$ -	\$ (1.18)
303-10.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING C-W LEVELING COURSE	TON	14	\$ 38.00	394.15	\$ 532.00	\$ 14,977.70	\$ 14,445.70	\$ 532.00	\$ -
307-01.10	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	100	\$ 70.00	541.39	\$ 7,000.00	\$ 37,897.30	\$ 30,897.30	\$ 7,000.00	\$ -
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2,387	\$ 55.00	2,828.30	\$ 131,285.00	\$ 155,586.50	\$ 24,301.50	\$ 24,301.50	\$ -
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1,565	\$ 55.00	1,521.85	\$ 86,075.00	\$ 83,701.75	\$ (2,373.25)	\$ -	\$ (2,373.25)
307-02.01	ASPHALT CEMENT (PG70-22) (BPMB-HM) GRADING A	TON	12,887	\$ 56.00	15,157.72	\$ 721,672.00	\$ 848,832.32	\$ 127,160.32	\$ 127,160.32	\$ -
307-02.02	ASPHALT CEMENT (PG70-22) (BPMB-HM) GRADING A-S	TON	327	\$ 60.00	375.21	\$ 19,620.00	\$ 22,512.00	\$ 2,892.00	\$ 2,892.00	\$ -
307-02.03	AGGREGATE (BPMB-HM) GRADING A-S MIX	TON	9,757	\$ 25.00	11,404.35	\$ 243,925.00	\$ 285,108.75	\$ 41,183.75	\$ 41,183.75	\$ -
307-02.08	AGGREGATE (BPMB-HM) GRADING B-M2	TON	8,474	\$ 61.00	9,593.71	\$ 516,914.00	\$ 585,216.31	\$ 68,302.31	\$ 68,302.31	\$ -
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	146	\$ 600.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ (87,600.00)
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	444	\$ 25.00	11,100.00	\$ 11,100.00	\$ -	\$ (11,100.00)	\$ -	\$ (11,100.00)
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	7	\$ 600.00	14.13	\$ 4,200.00	\$ 8,478.00	\$ 4,278.00	\$ 4,278.00	\$ -
411-02.10	ACS MIX (PG70-22) GRADING D	TON	7,880	\$ 82.00	9,025.16	\$ 646,160.00	\$ 740,063.12	\$ 93,903.12	\$ 93,903.12	\$ -
604-01.01	COLD PLANING BIT. PAVT	S.Y.	300	\$ 15.00	300.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -
604-02.01	CLASS A CONCRETE (ROADWAY)	C.Y.	25	\$ 750.00	55.00	\$ 18,750.00	\$ 41,250.00	\$ 22,500.00	\$ 22,500.00	\$ -
604-02.02	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	448	\$ 510.00	472.36	\$ 227,460.00	\$ 240,902.58	\$ 13,442.58	\$ 13,442.58	\$ -
607-03.02	STEEL BAR REINFORCEMENT (BOX BRIDGE)	LB.	95,874	\$ 1.25	106,489.00	\$ 119,961.25	\$ 133,123.75	\$ 13,162.50	\$ 13,162.50	\$ -
607-05.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	7,086	\$ 42.00	727.50	\$ 297,612.00	\$ 305,550.00	\$ 7,938.00	\$ 7,938.00	\$ -
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1,720	\$ 69.00	174.00	\$ 119,680.00	\$ 120,612.00	\$ 932.00	\$ 932.00	\$ -
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1,451	\$ 88.00	176.50	\$ 127,640.00	\$ 154,297.00	\$ 26,657.00	\$ 26,657.00	\$ -
607-16.01	23'X14' HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	2,823	\$ 72.00	2,532.00	\$ 181,656.00	\$ 182,304.00	\$ 648.00	\$ 648.00	\$ -
607-16.02	30'X15' HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	878	\$ 65.00	878.00	\$ 57,070.00	\$ 74,630.00	\$ 17,560.00	\$ 17,560.00	\$ -
607-16.04	38'X24' HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	95	\$ 92.00	95.00	\$ 8,740.00	\$ 8,740.00	\$ -	\$ -	\$ -

Item No.	Description	Unit	Estimated Quantity	Unit Price	Actual Total Quantity Used	Estimated Contract Cost	Actual Cost to Date	Difference Between Actual Contract and Estimate Contract Cost	Additions	Deductions
611-01.23	ADJUSTMENT OF WATER VALVE CASTING	EA	5	\$ 150.00	29.00	\$ 750.00	\$ 4,350.00	\$ 3,600.00	\$ 3,600.00	\$ -
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	16	\$ 600.00	34.70	\$ 9,600.00	\$ 20,820.00	\$ 11,220.00	\$ 11,220.00	\$ -
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	L.B.	373	\$ 2.00	1911.40	\$ 748.00	\$ 3,822.80	\$ 3,074.80	\$ 3,074.80	\$ -
611-12.01	CATCH BASINS, TYPE 12, > 8' - 4" DEPTH	EACH	30	\$ 1,500.00	34.00	\$ 45,000.00	\$ 51,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
611-12.02	CATCH BASINS, TYPE 12, > 8' - 8" DEPTH	EACH	41	\$ 2,100.00	43.00	\$ 86,100.00	\$ 90,300.00	\$ 4,200.00	\$ 4,200.00	\$ -
611-12.03	CATCH BASINS, TYPE 12, > 8' - 12" DEPTH	EACH	6	\$ 2,800.00	9.00	\$ 16,800.00	\$ 25,200.00	\$ 8,400.00	\$ 8,400.00	\$ -
611-12.04	CATCH BASINS, TYPE 12, > 12' - 16" DEPTH	EACH	3	\$ 3,500.00	3.00	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -
611-14.01	CATCH BASINS, TYPE 14, > 0' - 4" DEPTH	EACH	4	\$ 3,000.00	2.00	\$ 12,000.00	\$ 6,400.00	\$ (5,600.00)	\$ -	\$ (5,600.00)
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8" DEPTH	EACH	11	\$ 4,000.00	15.00	\$ 44,000.00	\$ 60,000.00	\$ 16,000.00	\$ 16,000.00	\$ -
611-14.03	CATCH BASINS, TYPE 14, > 8' - 12" DEPTH	EACH	4	\$ 4,000.00	3.00	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ -
611-14.04	CATCH BASINS, TYPE 14, > 12' - 16" DEPTH	EACH	2	\$ 3,200.00	4.00	\$ 6,400.00	\$ 16,800.00	\$ 10,400.00	\$ 10,400.00	\$ -
611-16.02	CATCH BASINS, TYPE 16, > 4' - 8" DEPTH	EACH	2	\$ 4,000.00	2.00	\$ 8,000.00	\$ 16,800.00	\$ 8,800.00	\$ 8,800.00	\$ -
611-23.01	CATCH BASINS, TYPE 23, > 0' - 4" DEPTH	EACH	2	\$ 3,600.00	8.00	\$ 7,200.00	\$ 28,800.00	\$ 21,600.00	\$ 21,600.00	\$ -
621-03.01	15" TEMPORARY DRAINAGE PIPE	L.F.	75	\$ 28.00	0.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -
621-03.05	36" TEMPORARY DRAINAGE PIPE	L.F.	188	\$ 45.00	18.00	\$ 8,460.00	\$ 720.00	\$ (7,740.00)	\$ -	\$ (7,740.00)
621-03.07	48" TEMPORARY DRAINAGE PIPE	L.F.	316	\$ 65.00	0.00	\$ 20,540.00	\$ -	\$ -	\$ -	\$ -
701-01.01	CONCRETE SIDEWALK (4')	S.F.	97,590	\$ 2.70	92,490.00	\$ 253,683.00	\$ 249,723.00	\$ (3,960.00)	\$ -	\$ (3,960.00)
701-02.01	CONCRETE DRIVEWAY (6')	S.F.	11,846	\$ 4.50	17,241.50	\$ 53,307.00	\$ 77,588.75	\$ 24,281.75	\$ 24,281.75	\$ -
701-02.03	EXTRUDED CURB	C.Y.	200	\$ 5.00	190.00	\$ 950.00	\$ 950.00	\$ -	\$ -	\$ -
702-01.01	CONCRETE HANDICAP RAMP	S.F.	910	\$ 4.80	2,499.00	\$ 11,952.00	\$ 11,952.00	\$ -	\$ -	\$ -
705-01.04	CONCRETE COMBINED CURB & GUTTER	S.F.	1,802	\$ 130.00	1,657.68	\$ 234,918.00	\$ 215,498.40	\$ (19,419.60)	\$ -	\$ (19,419.60)
705-02.02	METAL BEAM GUARD FENCE	L.F.	50	\$ 68.00	50.00	\$ 3,400.00	\$ 3,400.00	\$ -	\$ -	\$ -
705-02.07	SINGLE GUARDRAIL (TYPE 2)	L.F.	25	\$ 50.00	180.00	\$ 1,250.00	\$ 9,000.00	\$ 7,750.00	\$ 7,750.00	\$ -
705-08.10	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EACH	2	\$ 3,200.00	6.00	\$ 6,400.00	\$ 19,200.00	\$ 12,800.00	\$ 12,800.00	\$ -
705-08.12	PORTABLE IMPACT ATTENUATOR	EACH	12	\$ 5,400.00	9.00	\$ 64,800.00	\$ 48,600.00	\$ (16,200.00)	\$ -	\$ (16,200.00)
712-01	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	10,000	\$ 3.90	0.00	\$ 39,000.00	\$ -	\$ (39,000.00)	\$ -	\$ (39,000.00)
712-02	TRAFFIC CONTROL	L.S.	1	\$ 127,000.00	1.00	\$ 127,000.00	\$ 127,000.00	\$ -	\$ -	\$ -
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	3,665	\$ 21.00	56,49.00	\$ 76,989.00	\$ 118,629.00	\$ 41,640.00	\$ 41,640.00	\$ -
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	250	\$ 30.00	343.00	\$ 7,500.00	\$ 10,290.00	\$ 2,790.00	\$ 2,790.00	\$ -
712-05.01	WARNING LIGHTS (TYPE A)	EACH	75	\$ 50.00	54.00	\$ 3,750.00	\$ 2,700.00	\$ (1,050.00)	\$ -	\$ (1,050.00)
712-06	SIGNS (CONSTRUCTION)	S.F.	207	\$ 9.00	474.00	\$ 1,863.00	\$ 4,266.00	\$ 2,403.00	\$ 2,403.00	\$ -
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	109	\$ 18.00	188.00	\$ 1,962.00	\$ 3,024.00	\$ 1,062.00	\$ 1,062.00	\$ -
712-08.03	ARROW BOARD (TYPE C)	EACH	2	\$ 2,400.00	1.00	\$ 4,800.00	\$ 2,400.00	\$ (2,400.00)	\$ -	\$ (2,400.00)
713-11.01	"U" SECTION STEEL POSTS	LBS	1,076.00	\$ 3.00	11,140.00	\$ 3,228.00	\$ 3,342.00	\$ 114.00	\$ 114.00	\$ -
713-13.09	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	2	\$ 18,000.00	186.00	\$ 3,600.00	\$ 2,976.00	\$ (600.00)	\$ -	\$ (600.00)
713-16.01	CHANGEABLE MESSAGE BOARDS	EACH	2	\$ 3,500.00	1.80	\$ 6,300.00	\$ 32,400.00	\$ (26,100.00)	\$ -	\$ (26,100.00)
716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	9.00	\$ 15.00	314.00	\$ 31,500.00	\$ 4,710.00	\$ (26,790.00)	\$ -	\$ (26,790.00)
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	288	\$ 200.00	30.00	\$ 57,600.00	\$ 6,000.00	\$ (51,600.00)	\$ -	\$ (51,600.00)
716-04.01	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2500	\$ 275.00	2.00	\$ 687.50	\$ 550.00	\$ (137.50)	\$ -	\$ (137.50)
716-05.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	L.M.	17.00	\$ 1,500.00	28.48	\$ 25,500.00	\$ 42,733.50	\$ 17,233.50	\$ 17,233.50	\$ -
716-05.05	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	367	\$ 8.00	51.00	\$ 2,936.00	\$ 408.00	\$ (2,528.00)	\$ -	\$ (2,528.00)
716-05.49	PAINTED PAVEMENT MARKING (8" LINE)	L.M.	1.00	\$ 2,500.00	0.00	\$ 2,500.00	\$ -	\$ (2,500.00)	\$ -	\$ (2,500.00)
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	13.00	\$ 5,280.00	9.492	\$ 68,640.00	\$ 10,288.88	\$ (58,351.12)	\$ -	\$ (58,351.12)
716-99.01	PERMANENT TAPE PAVEMENT MARKING 4"	L.F.	507	\$ 3.00	0.00	\$ 1,521.00	\$ -	\$ (1,521.00)	\$ -	\$ (1,521.00)
717-01	MOBILIZATION	L.S.	1	\$ 155,000.00	1.00	\$ 155,000.00	\$ 155,000.00	\$ -	\$ -	\$ -
740-10.03	GEOTEXTILE (TYPE INTEROSION CONTROL)	S.Y.	90	\$ 8.00	0.00	\$ 720.00	\$ -	\$ (720.00)	\$ -	\$ (720.00)
740-11.04	TEMPORARY SEDIMENT TUBE 20 IN	L.F.	1,000	\$ 3.00	0.00	\$ 3,000.00	\$ -	\$ (3,000.00)	\$ -	\$ (3,000.00)
765-09.99	PEX SERVICE LINE CONNECTION	L.F.	750	\$ 8.00	750.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -
765-50.01	RAISE EXISTING 6" DIP WATERLINE	L.F.	75	\$ 60.00	0.00	\$ 4,500.00	\$ -	\$ (4,500.00)	\$ -	\$ (4,500.00)
801-01.07	SEEDING (WITH MULCH)	UNIT	238	\$ 28.00	367.46	\$ 6,664.00	\$ 10,288.88	\$ 3,624.88	\$ 3,624.88	\$ -
801-03	TEMPORARY SEEDING (WITH MULCH)	UNIT	50	\$ 28.00	52.80	\$ 1,440.00	\$ 1,478.40	\$ 38.40	\$ 38.40	\$ -
803-01	WATER (SEEDING & SODDING)	M.G.	420	\$ 0.01	19.00	\$ 4.20	\$ 0.19	\$ (4.01)	\$ -	\$ (4.01)
803-01	SODDING (NEW SOD)	S.Y.	14,100	\$ 2.75	195,350.00	\$ 38,775.00	\$ 53,721.25	\$ 14,946.25	\$ 14,946.25	\$ -
805-01.01	TURF REINFORCEMENT MAT (CLASS I)	S.Y.	145	\$ 4.00	0.00	\$ 580.00	\$ -	\$ (580.00)	\$ -	\$ (580.00)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Actual Total Quantity Used	Estimated Contract Cost	Actual Cost to Date	Difference Between Actual Contract and Estimate Contract Cost	Additions	Deductions
806-02.03	PROJECT MOVING CYCLE	CYCLE	6	\$ 1,200.00	9.00	\$ 7,200.00	\$ 10,800.00	\$ 3,600.00	\$ 3,600.00	\$ -
407-02.14	ASPHALT PAVEMENT REPAIR	S.Y.	80	\$ 45.00	214.56	\$ 3,600.00	\$ 9,655.20	\$ 6,055.20	\$ 6,055.20	\$ -
MLP-01	MURFREESBORO LAND DISTURBANCE PERMIT (30 AC)	LS	1	\$ 1,650.00	1.00	\$ 1,650.00	\$ 1,650.00	\$ -	\$ -	\$ -
	ROADWAY ITEMS SUBTOTAL					\$ 7,699,446.76	\$ 8,698,903.36	\$ 1,269,471.74	\$ 1,269,471.74	\$ (270,014.13)
MWSD UTILITY QUANTITIES										
ITEM NO.	DESCRIPTION	UNIT	QUANTITY							
797-05.53	8IN PVC GRAVITY SEWER 12FT-18FT DEPTH (SDR26)	LF	80	\$ 125.00	145.50	\$ 10,000.00	\$ 18,187.50	\$ 8,187.50	\$ 8,187.50	\$ -
797-06.90	OPEN CUT 16IN STEEL CASING PIPE (GRADE X-52)	LF	67	\$ 85.00	0.00	\$ 5,695.00	\$ -	\$ (5,695.00)	\$ -	\$ (5,695.00)
797-07.08	48IN MANHOLE 16FT-20FT DEPTH	EACH	1	\$ 6,500.00	2.00	\$ 6,500.00	\$ 13,000.00	\$ 6,500.00	\$ 6,500.00	\$ -
797-10.02	CONNECT 8IN SEWER TO EXIST. MANHOLE	EACH	1	\$ 1,500.00	2.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ -
797-11.15	48" MH ADJUSTMENT INCREASE HEIGHT	V.L.F.	6	\$ 600.00	0.00	\$ 3,600.00	\$ -	\$ (3,600.00)	\$ -	\$ (3,600.00)
	MWSD ITEMS SUBTOTAL					\$ 27,296.00	\$ 34,187.50	\$ 16,187.50	\$ 16,187.50	\$ (9,286.00)
CHANGE ORDERS										
CO-1	CHANGE ORDER #1	EACH	1	\$ 291,940.00	1.00	\$ 291,940.00	\$ 291,940.00	\$ -	\$ -	\$ -
**CO-2	** CHANGE ORDER #2	EACH	1	\$ 497,355.23	1.00	\$ 497,355.23	\$ 497,355.23	\$ -	\$ (497,355.23)	\$ -
	CHANGE ORDER SUBTOTAL					\$ -	\$ 789,295.23	\$ (497,355.23)	\$ (497,355.23)	\$ -
TOTALS										
	FINAL CONTRACT PRICE					\$ 7,626,740.75	\$ 8,925,030.86	\$ 788,304.01	\$ 788,304.01	\$ (279,309.13)

Total project cost is the sum of Actual Roadway Items Subtotal, Actual MWSD Items Subtotal and Change Order No. 1.

CO-2 - Change order number 2 was a partial payment for project overruns. The amount of Change order No.2 was removed from the total additions amount as CO-2 has been approved and paid.

CONTRACT CHANGE ORDER		Order No.	1
Contract For: Veteran's Parkway (Southwest Loop Road) Phase 2B Murfreesboro, TN		Date:	October 8, 2015
		State:	Tennessee
		County:	Rutherford
Owner	City of Murfreesboro		
Contractor	Rollins Excavating		
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price	
Change in Character of Work for Storm Drainage installation – See attached Request from contractor.		\$ 291,940.00	
Totals		\$ 291,940.00	
Net Change In Contract Price		\$ 291,940.00	
Justification: .			
1. CUD increased their restricted blasting zone requirement from their 30" water main from 25-ft to 30-ft after the project was awarded.			
2. Hoc-Ram was required to remove rock as opposed to intended blasting for storm drainage			
Original Contract Amount:		\$ 7,626,740.75	
The Amount of the Contract Will Be Changed by this Change Order:		\$ 291,940.00	
Change by Previous Change Orders		\$ 0	
Change by Previous Change Order No.:			
The Contract Total Including this and Previous Change Orders Will be:		\$ 7,918,680.75	
Notice to Proceed Date		November 11, 2013	
Contract Start Date		November 11, 2013	
Contracted Consecutive Calendar Days		730	
Original Contracted Completion Date		November 11, 2015	
The Contract Period Provided for Completion Will be (Changed) by this change order by: Days		74	
Contract Period Changed by Previous Change Orders: (Days)		0	
Revised Contracted Date of Completion		January 24, 2016	
This document will become a supplement to the contract and all provisions will apply hereto:			
Requested (Owner)	Chris Griffith – City Engineer, City of Murfreesboro	(Date)	
Recommended (Owner's Architect/Engineer)	 Chad E. Clark – Wiser Consultants	(Date)	10/8/15
Accepted (Contractor)	 Gerry Rollins – Rollins Excavating	(Date)	10/12/15
This information will be used as a record of any changes to the original construction contract			

ROLLINS EXCAVATING CO., LLC.

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

April 23, 2015

Mr. Chad Clark, P.E., PMP
Wiser Company, LLC
1427 Kensington Square Ct.
Murfreesboro, TN 37130

RE: Veterans Parkway Phase 2B Project
Southwest Loop Rd.
St. Andrews Dr. to Barfield Rd.

Dear Mr. Clark,

Please consider this as an official "Request for Change Order" on the above referenced project. Pursuant to the contract documents under Article 12 of the General Conditions Agreement, I feel we have reason for an adjustment in the contract price and the time of its completion. The 30" water line relocated by Consolidated Utility District from station 327+00 to station 367+68 was installed near the center line of the proposed roadway. This was done because numerous septic lines not yet dealt with prevented the line being put outside slopes near the R.O.W. as originally intended. From station 262+28 to station 327+00, the water line went in the intended easement supplied by the City of Murfreesboro.

Even though this work was done prior to the bidding of this project, I feel that very little information was provided to bidding contractors by the contract documents and also no one from CUD was at the pre bid conference on August 22, 2013 to warn bidders of all the directives given since. Several months after Rollins Excavating Co., LLC was awarded this project we were told by CUD that there would be no blasting within 30' of this 30" waterline. We were also told that this was a one-way transmission line to a large section of Rutherford County with no way to cross feed it.

This project consists of 2,725 linear feet of storm sewer inside this "no blast zone". It is to be installed from as close as 6' to 29' adjacent to the water line. Our plan was to be able to drill and blast all the storm sewer. We hired our Consultant to do pre-blast surveys on houses all along this work. On July 16, 2014 we were given this directive from CUD. It only leaves us a non-explosive method to be able to accomplish the excavations in this area. To my knowledge, prior to the 7th Progress meeting, no CUD representative had attended any meetings.

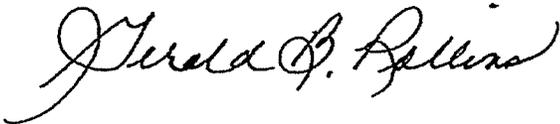
This changes the cost of excavation using non-explosive vs. explosive methods to either using a hydraulic rock hammer or drilling holes and using Dexpan or similar non explosive demolition agents. The Dexpan is almost cost prohibitive on this application because of so much rock. The hydraulic hammer on a track hoe seems to be our only option at this time although we have acquired some Dexpan to try if needed where the hoe ram can't be used. Below are other issues impacting costs using this type of approach.

1. Trench will cave-off on the 30" waterline from the steady vibration caused by the ram. It results in where it was blasted and excavated for the relocation. This causes a good bit of over excavation as well as the cost of extra commercial backfill needed which is incidental to and included in the per linear foot unit price.
2. Dealing with additional water service lines crossing the storm sewer trench and keeping valve boxes accessible at all times.
3. Crew and equipment costs sky rocket due to the loss of normal production in installation.
4. Residents affected by the constant noise and vibration complain. We can't operate early in the morning or late in the evenings.
5. Limestone rock has shown to be some of the harder and less brittle rock than most rock in this area.

This request has been calculated very conservatively for an amount of \$288,650.00 which should be added to the contract price. A time extension of 150 calendar days is also requested.

Thank you for your prompt assistance with this matter. If any additional information is needed, please do not hesitate to call me at 615-394-4444 and it will be provided.

Sincerely,



Gerald B Rollins, Chief Mgr
Rollins Excavating Co., LLC

cc: Chris Griffith - City of Murfreesboro

ROLLINS EXCAVATING CO., LLC.

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

September 18, 2015

Mr. Chad Clark, P.E., PMP
1427 Kensington Square Ct.
Murfreesboro, TN 37130

RE: Veteran's Parkway, Phase 2B SW Loop Rd

Dear Mr. Clark,

Pursuant to your request for the information needed for you to further consider the Change Order request, I am submitting the following information. This is an extension to the original letter dated April 23, 2015.

The breakdown as follows will show the difference between the cost of installing the storm sewer as bid by drilling and blasting versus having to use a hydraulic hammer.

1. A hydraulic hammer was used 632 hours at an internal cost of \$150.00/hr \$ 94,840.00

We realize our bid price for this work included \$20.00/lf to drill and blast the storm sewer. We are deducting that amount from this section of work
2,725 lf @ \$20.00/lf <\$ 54,500.00>

2. By using a non explosive method in this section, it took us 92 days to perform this work with a Hoe Ram. We normally would have expected after blasting to install this much storm sewer (2725 lf) in 18 days. At an internal rate of \$3,400.00/day for crew and equipment, our added cost is 74 days @ \$3,400.00/day \$251,600.00

Crew Cost/day

Trackhoe	9 hrs @ \$98.00/day	\$ 882.00
Loader	9 hrs @ \$65.00/day	\$ 585.00
Backfill Dozer	9 hrs @ \$65.00/day	\$ 585.00
2 Dump Trucks	18 hrs @ \$58.00/day	\$1,044.00
2 Laborers	18 hrs @ \$17.00/day	\$ 306.00
		<u>\$3,402.00</u>

TOTAL ADDITIONAL COSTS

\$291,940.00

As you can see, we have completed the work as described. The cost has exceeded the original requested amount of \$288,650.00. However, I will honor the original Change Order request in that amount.

A time extension of 150 calendar days is also requested. The time required to install this pipe has delayed our progress in many ways.

The pipe work along with ATT's delays in relocating their lines, have impacted our progress greatly. Delays, such as these, impact each sequence of construction on a project like this. I felt like we were extremely ahead of schedule previous to these 2 issues. We waited on ATT to relocate lines from July 2014 until February 2015.

It should also be noted the extension of time, if approved, would be added during the winter months when asphalt plants are closed.

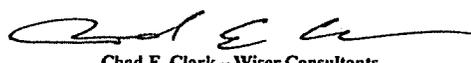
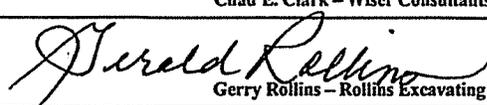
This letter hopefully gives you more information as you requested. Thank you again for your assistance with this matter. If additional information or clarification is needed, please do not hesitate to contact me at 615-394-4444 and it will be provided.

Respectfully,

A handwritten signature in black ink that reads "Gerald B. Rollins". The signature is written in a cursive style with a large initial 'G'.

Gerald B Rollins, Chief Mgr
Rollins Excavating Co., LLC

cc: Chris Griffith - City of Murfreesboro
Mike Stacey - City of Murfreesboro

CONTRACT CHANGE ORDER		Order No.	2
Contract For: Veteran's Parkway (Southwest Loop Road) Phase 2B Murfreesboro, TN		Date: January 20, 2016	
		State: Tennessee	
		County: Rutherford	
Owner	City of Murfreesboro		
Contractor	Rollins Excavating		
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price	
203-03: BORROW EXCAVATION (UNCLASSIFIED)		\$ 250,806.06	
203-05: UNDERCUTTING		\$ 41,569.12	
303-01: MINERAL AGGREGATE, TYPE A BASE, GRADING D		\$ 204,980.05	
Totals		\$ 497,355.23	
Net Change In Contract Price		\$ 497,355.23	
Justification: .			
<ol style="list-style-type: none"> 203-03: An additional 27,867.34 CY (26.1%) of material has been required due to the replacement of the undercut material and to offset the road and drainage excavation material wasted that was determined to be unsuitable for fill. It should be noted that a geotechnical evaluation was not prepared for this project and assumption were made to establish the amount of suitable fill material that would be generated from road and drainage excavation. 203-05: An additional 10,392.28 CY (52.0%) of material has been removed due to site conditions at the time of construction. 303-01: An additional 18,634.55 CY (41.9%) of material has been required to construct temporary lanes during phase 1 of traffic control, to install wedging material to mitigate the drop-off between existing lanes and newly constructed lanes by establishing a 3:1 slopes in lieu of barrier rail and also to maintain temporary driveway access during construction. 			
Original Contract Amount:		\$ 7,626,740.75	
The Amount of the Contract Will Be Changed by this Change Order:		\$ 497,355.23	
Change by Previous Change Order No. 1:		\$ 291,940.00	
Change by Previous Change Order:		\$ 0.00	
The Contract Total Including this and Previous Change Orders Will be:		\$ 8,416,035.98	
Notice to Proceed Date		November 11, 2013	
Contract Start Date		November 11, 2013	
Contracted Consecutive Calendar Days		730	
Original Contracted Completion Date		November 11, 2015	
The Contract Period Provided for Completion Will be (Changed) by this change order by:Days		0	
Contract Period Changed by Previous Change Orders: (Days)		74	
Revised Contracted Date of Completion		January 24, 2016	
This document will become a supplement to the contract and all provisions will apply hereto:			
Requested (Owner)	Shane McFarland – Mayor- City of Murfreesboro		(Date)
Recommended (Owner's Architect/Engineer)	 Chad E. Clark – Wisser Consultants		(Date) 01/25/16
Accepted (Contractor)	 Gerry Rollins – Rollins Excavating		(Date)
This information will be used as a record of any changes to the original construction contract			

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford	
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	
1	Ford Int. PPV - P2L Bid Price is effective through August 31 of each respective period?								
2	Ford Int. PPV - P2M Bid Price is effective through August 31 of each respective period?	\$24,688.00	P2M (AWD)				P2L (FWD)	N/A	
3	Ford Int. PPV SUV - K7A Bid Price is effective through August 31 of each respective period?	YES						N/A	
4	Ford Int. PPV SUV - K8A Bid Price is effective through August 31 of each respective period?	\$26,284.00	K8A (AWD)						
5	Chevrolet Cap PPV - 1SB Bid Price is effective through August 31 of each respective period?	YES	\$26,334.00	1SB					
6	Chevrolet Cap PPV - 1SC Bid Price is effective through August 31 of each respective period?		N/A	1SC					
7	Chevrolet Imp PPV - 9C1 Bid Price is effective through August 31 of each respective period?		\$20,111.00	9C1					
8	Chevrolet Imp PPV - 9C3 Bid Price is effective through August 31 of each respective period?		\$20,111.00	9C3					
9	Chev Tah 2WD PPV - CC10706 Bid Price is effective through August 31 of each respective period?	THIS VEHICLE MODEL IS NO LONGER AVAILABLE							
10	Chev Tah 4WD SS - CK10706 Bid Price is effective through August 31 of each respective period?	THIS VEHICLE MODEL IS NO LONGER AVAILABLE							
11	Dodge Chg PPV V6 - LDDE48 Bid Price is effective through August 31 of each respective period?						N/A	LDDE48 (V6)	
12	Dodge Chg PPV V8 - LDDE48 Bid Price is effective through August 31 of each respective period?						N/A	LDDE48 (V8)	

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
25	PK Full Size Reg 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$20,953.00 YES	Ford F-150		
26	PK Full Size Ext 1/2 Ton 2WD Bid Price is effective through August 31 of each respective period?					Ford F-150 (X1C)		N/A
27	PK Full Size Ext 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$23,438.00 YES	Ford F-150		N/A
28	PK Full Size Crew 1/2 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$22,589.00 YES	Ford F-150		
29	PK Full Size Crew 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$25,661.00 YES	Ford F-150		
30	PK Full Size Reg 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$21,144.00 YES	Ford F-250		
31	PK Full Size Reg 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$23,576.00 YES	Ford F-250		
32	PK Full Size Ext 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$23,454.00 YES	Ford F-250		
33	PK Full Size Ext 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?	\$26,085.00 YES						
34	PK Full Size Crew 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$24,272.00 YES	Ford F-250		
35	PK Full Size Crew 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$26,708.00 YES	Ford F-250		
36	PK Full Size Reg 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$22,523.00 YES	Ford F-350		

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013 to 31-Aug-2016 Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
37	PK Full Size Reg 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$24,959.00 YES	Ford F-350		
38	PK Full Size Ext 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$24,637.00 YES	Ford F-350		
39	PK Full Size Ext 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$27,073.00 YES	Ford F-350		
40	PK Full Size Crew 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$25,855.00 YES	Ford F-350		
41	PK Full Size Crew 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$28,295.00 YES	Ford F-350		
42	Van Pass 4DR Mid Size Bid Price is effective through August 31 of each respective period?	\$22,076.00 YES						
43	Van HD Cargo REG 3/4 Ton Bid Price is effective through August 31 of each respective period?					Ford E-250 (E2E)		N/A
44	Van HD Cargo EXT 3/4 Ton Bid Price is effective through August 31 of each respective period?					Ford E-250 (S2E)		N/A
45	Van HD Cargo REG 1 Ton Bid Price is effective through August 31 of each respective period?					Ford E-350 (E3E)		N/A
46	Van HD Cargo EXT 1 Ton Bid Price is effective through August 31 of each respective period?	SEE BELOW						
47	Van 15 Pass HD 1 Ton Bid Price is effective through August 31 of each respective period?	\$28,562.00 YES						
48	Hybrid Sedan Mid Size 4DR Bid Price is effective through August 31 of each respective period?							

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
49	Hybrid Sedan Full Size 4DR Bid Price is effective through August 31 of each respective period?					Avalon (3506)	N/A	
50	Hybrid SUV Small Size 4DR 2WD Bid Price is effective through August 31 of each respective period?						N/A	
51	Hybrid SUV Mid Size 4DR 2WD Bid Price is effective through August 31 of each respective period?					Highlander (6966) 2WD Version no longer available - AWD is substitute	N/A	
52	Hybrid SUV Full Size 4DR 2WD Bid Price is effective through August 31 of each respective period?							
53	Electric Nissan Leaf 4Dr Sedan Bid Price is effective through August 31 of each respective period?							
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
43	Van HD Cargo REG 3/4 Ton Bid Price is effective through August 31 of each respective period?						Ford 3/4 Ton Transit - Low Roof (R1Z)	N/A
43	Van HD Cargo REG 3/4 Ton Bid Price is effective through August 31 of each respective period?						Ford 3/4 Ton Transit - Medium Roof (R1C)	N/A
44	Van HD Cargo EXT 3/4 Ton Bid Price is effective through August 31 of each respective period?						Ford 3/4 Ton Transit - Low Roof (R2Z)	N/A
44	Van HD Cargo EXT 3/4 Ton Bid Price is effective through August 31 of each respective period?						Ford 3/4 Ton Transit - Medium Roof (R2C)	N/A
44	Van HD Cargo EXT 3/4 Ton Bid Price is effective through August 31 of each respective period?						Ford 3/4 Ton Transit - High Roof (R2X)	N/A
45	Van HD Cargo REG 1 Ton Bid Price is effective through August 31 of each respective period?						Ford 1 Ton Transit - Low Roof (W2Z)	N/A
45	Van HD Cargo REG 1 Ton Bid Price is effective through August 31 of each respective period?						Ford 1 Ton Transit - Medium Roof (W2C)	N/A
45	Van HD Cargo REG 1 Ton Bid Price is effective through August 31 of each respective period?						Ford 1 Ton Transit - High Roof (W2X)	N/A

**CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013**

Bid Opening Date: Monday, September 16, 2013 Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
46	Van HD Cargo EXT 1 Ton Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - Low Roof (W2Z)			\$25,861.00 YES
46	Van HD Cargo EXT 1 Ton Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - Medium Roof (W2C)			\$26,427.00 YES
46	Van HD Cargo EXT 1 Ton Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - High Roof (W2X)			\$28,085.00 YES

Approval of Period Pricing:



Rob Lyons, City Manager

1/26/16
Date



Country Ford, Inc.
95 East Goodman Road, Southaven, Mississippi, 38671
Office: 662-349-4300 Fax: 662-349-3440

Customer Proposal

Prepared for:

Mr. Mike Stacey
Senior Public Works Inspector, City of
Murfreesboro
111 West Vine St
Murfreesboro, TN 37133-1139
Office: 615-893-6441
Mobile: 615-642-3134
Email: mstacey@murfreesborotn.gov

Prepared by:

Steve Bell
Office: 901-489-9582
Email: sales@countryford.com

Date: 04/29/2016

Vehicle: 2016 F-150 XL

4x4 SuperCab Styleside 6.5' box 145" WB





Mr. Mike Stacey
Senior Public Works Inspector, City of
Murfreesboro
111 West Vine St
Murfreesboro, TN 37133-1139
Office: 615-893-6441
Mobile: 615-642-3134
Email: mstacey@murfreesborotn.gov

Re: Vehicle Proposal

Dear Mr. Stacey,

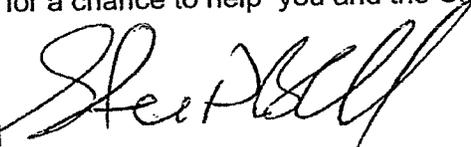
Your cost per unit is \$24675 Per our contract with the City of Murfreesboro. This includes the Base Price for a 2016 Ford F150 Super Cab 4x4 of 23438 + 160 for skid plates + 1077 for the Power Equipment Group.

Total of 7 units $24675 \times 7 = \$172,725$

We would need to take action on these as soon as possible to ensure they will get in this years build. Please advise if you wish to go forward or if you have any questions.

Thank you for a chance to help you and the City of Murfreesboro with these trucks.

Sincerely,


Steve Bell
Commercial Accounts Manager
901-489-9582
sales@countryford.com



Selected Equipment & Specs

Dimensions

- * Exterior length: 231.9"
- * Exterior height: 77.2"
- * Turning radius: 23.5'
- * Max ground clearance: 10.3"
- * Rear legroom: 33.5"
- * Rear headroom: 40.3"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.8"
- * Approach angle: 25.8 deg
- * Maximum cargo volume: 31.6cu.ft.
- * Exterior width: 79.9"
- * Wheelbase: 145.0"
- * Min ground clearance: 9.3"
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 116.0cu.ft.
- * Departure angle: 26.1 deg
- * Box length: 78.0"

Powertrain

- * 282hp 3.5L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, SMPI
- * federal
- * Part-time
- * Fuel Economy Highway: 23 mpg
- * Recommended fuel : regular unleaded
- * 6 speed automatic transmission with overdrive
- * Fuel Economy City: 17 mpg
- * Capless fuel filler

Suspension/Handling

- * Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- * Speed-sensing electric power-assist rack-pinion Steering
- * P265/70SR17 OWL AT front and rear tires
- * Rear rigid axle leaf spring suspension with gas-pressurized shocks
- * Front and rear 17 x 7.5 silver steel wheels

Body Exterior

- * 4 doors
- * Reverse opening right rear passenger
- * Black door mirrors
- * Bed-rail protectors
- * Easy lower tailgate
- * Box style: regular
- * Front and rear 17 x 7.5 wheels
- * Reverse opening left rear passenger
- * Driver and passenger folding door mirrors
- * Black bumpers
- * Easy lift tailgate
- * Trailer harness
- * Clearcoat paint

Convenience

- * Manual air conditioning
- * Manual door locks
- * Manual telescopic steering wheel
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Rear door bins
- * Manual front windows
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Front and rear cupholders
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * Centre front armrest
- * Front 40-20-40 split-bench seat
- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat

Entertainment Features

- * AM/FM stereo radio
- * 12 speakers
- * Auxiliary audio input
- * Fixed antenna

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Selected Equipment & Specs (cont'd)

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Voltmeter
- * Outside temperature display
- * Trip odometer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Tachometer
- * Oil pressure gauge
- * Low tire pressure warning

Safety and Security

- * 4-wheel ABS brakes
- * Electric parking brake
- * Electronic stability
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Manual door locks
- * Manually adjustable front head restraints
- * Brake assist with hill hold control
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * SecuriLock immobilizer
- * 3 manually adjustable rear head restraints

Dimensions

General Weights

Curb	4673 lbs.	GVWR	6300 lbs.
Front GAWR	3450 lbs.	Rear GAWR	3300 lbs.
Payload	1600 lbs.	Front curb weight	2798 lbs.
Rear curb weight	1875 lbs.	Front spring rating	3450 lbs.
Rear spring rating	3300 lbs.	Front tire/wheel capacity	3650 lbs.
Rear tire/wheel capacity	4050 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
---------	-----	----------------------	-----

General Trailering

5th-wheel towing capacity	7100 lbs.	Towing capacity	7200 lbs.
GCWR	12200 lbs.		

Fuel Tank type

Capacity	23 gal.	Capless fuel filler	Yes
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Off Road

Approach angle	26 deg	Departure angle	26 deg
Ramp breakover angle	20 deg	Min ground clearance	9"
Max ground clearance	10"	Load floor height	34"

Exterior cargo

Length	78.0"	Minimum width	50.6"
Volume	62.3 cu.ft.	Pickup box depth	21.4"
Maximum width	65.2"	Tailgate width	60.3"

Interior cargo

Maximum cargo volume	31.6 cu.ft.
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Powertrain

Engine Type

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Selected Equipment & Specs (cont'd)

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	3.5L
Orientation	Transverse	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		
<i>Engine Spec</i>			
Bore	3.64"	Compression ratio	10.8:1
Displacement	213 cu.in.	Stroke	3.41"
<i>Engine Power</i>			
SAEJ1349 AUG2004 compliant	Yes	Output	282 HP @ 6,250 RPM
Torque	253 ft.-lb' @ 4,250 RPM		
<i>Alternator</i>			
Amps	200		
<i>Battery</i>			
Amp hours	70	Cold cranking amps	610
Run down protection	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.86	6th	0.69
Reverse Gear ratios	3.4		
<i>Transmission Torque Converter</i>			
Stall ratio	2.30		
<i>Transmission Extras</i>			
Driver selectable mode	Yes		
<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel
<i>Drive Feature</i>			
Traction control	ABS and driveline	Locking hub control	Auto
Transfer case shift	Electronic		
<i>Drive Axle</i>			
Ratio	3.73		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal	EPA	Tier 2 Bin 4
<i>Fuel Economy</i>			
City	17 mpg	Highway	23 mpg

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Selected Equipment & Specs (cont'd)

Fuel type	Gasoline	Combined	19 mpg
<i>Fuel Economy (Alternate 1)</i>			
City Fuel type	12 mpg	Highway	17 mpg
	E85	Combined	14 mpg
<i>Acceleration</i>			
0-60 mph (s)	6.8		
<i>1/4 Mile</i>			
Seconds	15.0	Speed	90 mph
<i>Skid Pad</i>			
Lateral acceleration (g)	0.8		
<i>Slalom</i>			
Speed	55 mph		
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	17.3	Carbon FP / Tailpipe and upstream total GHG (CO ₂ , tons per year)	9.3
Energy Impact Score (Barrels per year)	5.3		
Driveability			
<i>Brakes</i>			
ABS Type	4-wheel disc	ABS channels Vented discs	4 Front and rear
Electric parking brake	Yes		
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	Regular
<i>Rear Shocks</i>			
Type	Gas-pressurized		
<i>Steering</i>			
Speed-sensing Type	Yes Rack-pinion	Activation	Electric power-assist

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Selected Equipment & Specs (cont'd)

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 17" Width 7.50"

Rear Wheels

Diameter 17" Width 7.50"

Spare Wheels

Wheel material Steel

Front and Rear Wheels

Appearance Silver Material Steel
 Covers Hub

Front Tires

Aspect 70 Diameter 17"
 Sidewalls OWL Speed S
 Tread AT Type P
 Width 265mm

Rear Tires

Aspect 70 Diameter 17"
 Sidewalls OWL Speed S
 Tread AT Type P
 Width 265mm

Spare Tire

Mount Underbody w/crankdown Type Full-size

Wheels

Turning radius 23.5' Wheelbase 145.0"

Body Features

Skid plate(s) 3 Body material Aluminum
 Side impact beams Yes Active grille shutters Yes

Body Doors

Door count 4 Left rear passenger Reverse opening
 Right rear passenger Reverse opening Rear cargo Tailgate

Pickup

Box style Regular Bed-rail protectors Yes
 Easy lift tailgate Yes Easy lower tailgate Yes

Exterior Dimensions

Length 231.9" Body width 79.9"
 Body height 77.2" Frame section modulus 5.0cu.in.
 Frame yield strength (psi) 49300.0 Front bumper to Front axle 37.8"

Safety

Airbags

Driver front-impact Yes Driver side-impact Seat mounted

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Selected Equipment & Specs (cont'd)

Occupancy sensor	Yes	Overhead Safety Canopy System curtain 1st and 2nd row	
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
<i>Seatbelt</i>			
Rear centre 3 point Pre-tensioners	Yes Front	Height adjustable Pre-tensioners (#)	Front 2
<i>Security</i>			
Immobilizer	SecuriLock		
Seating			
<i>Passenger Capacity</i>			
Capacity	6		
<i>Front Seats</i>			
Split	40-20-40	Type	Split-bench
<i>Driver Seat</i>			
Fore/aft Way direction control	Manual 4	Reclining	Manual
<i>Passenger seat</i>			
Fore/aft Way direction control	Manual 4	Reclining	Manual
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor Folding Type	Split-bench 60-40 Fixed	Facing Folding position	Front Fold-up cushion
<i>Rear Head Restraints</i>			
Control Number	Manual 3	Type	Adjustable
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Underseat ducts	Yes
<i>Audio System</i>			
Auxiliary audio input Radio grade	Yes Regular	Radio Seek-scan	AM/FM stereo Yes
<i>Audio Speakers</i>			

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Selected Equipment & Specs (cont'd)

Speaker type	Regular	Speakers	12
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Convenience Features</i>			
12V DC power outlet	3		
<i>Door Lock Activation</i>			
Type	Manual		
<i>Door Lock Type</i>			
Tailgate/rear door lock	Manual		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific
<i>Instrumentation Displays</i>			
Clock	In-radio display	Exterior temp	Yes
<i>Instrumentation Feature</i>			
PRND in IP	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Manual		
<i>Windows Rear Side</i>			
2nd row activation	Fixed		
<i>Window Features</i>			
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		

Interior

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

<i>Passenger Visor</i>				
Mirror	Yes			
<i>Rear View Mirror</i>				
Day-night	Yes			
<i>Headliner</i>				
Coverage	Full	Material		Cloth
<i>Floor Trim</i>				
Coverage	Full	Covering		Vinyl/rubber
<i>Trim Feature</i>				
Gear shift knob	Urethane	Cabback insulator		Yes
Interior accents	Chrome			
<i>Lighting</i>				
Dome light type	Fade	Variable IP lighting		Yes
<i>Storage</i>				
Driver door bin	Yes	Front Beverage holder(s)		Yes
Glove box	Yes	Passenger door bin		Yes
Rear yes	Yes	Instrument panel		Bin
Dashboard	Yes	Rear door bins		Yes
<i>Legroom</i>				
Front	43.9"	Rear		33.5"
<i>Headroom</i>				
Front	40.8"	Rear		40.3"
<i>Hip Room</i>				
Front	62.5"	Rear		64.7"
<i>Shoulder Room</i>				
Front	66.7"	Rear		65.8"
<i>Interior Volume</i>				
Passenger volume	116.0 cu.ft.			

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Country Ford, Inc.
 95 East Goodman Road, Southaven, Mississippi,
 38671
 Office: 662-349-4300

2016 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB
 XL(X1E)

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

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Prepared for:
 By: Steve Bell Date: 04/29/2016 | Price Level: 645



Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (X1E)	\$33,915.00
Packages	
Equipment Group 100A Base	N/C
Powertrain	
Engine: 3.5L V6 Ti-VCT FFV	Included
Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>
3.73 Axle Ratio	Included
GVWR: 6,300 lbs Payload Package	Included
Wheels & Tires	
Tires: P265/70R17 OWL A/T	Included
Wheels: 17" Silver Steel	Included
Seats & Seat Trim	
Vinyl 40/20/40 Front Seat	N/C
Other Options	
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
	<i>Includes auxiliary audio input jack (not available with SYNC).</i>
Skid Plates (Fleet)	\$160.00
	<i>Includes fuel tank, transfer case and front differential.</i>
Monotone Paint Application	STD
Fleet Options	
XL Power Equipment Group	\$1,170.00
	REQUIRES valid FIN code.
Interior Colors	
Medium Earth Gray	N/C

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Country Ford, Inc.
 95 East Goodman Road, Southaven, Mississippi,
 38671
 Office: 662-349-4300

2016 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB
 XL(X1E)

Selected Options (cont'd)

Description	MSRP
Primary Colors	
Oxford White	N/C
SUBTOTAL	\$35,245.00
Destination Charge	\$1,195.00
TOTAL	\$36,440.00

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Prepared for:
 By: Steve Bell Date: 04/29/2016 | Price Level: 645



Country Ford, Inc.
 95 East Goodman Road, Southaven, Mississippi,
 38671
 Office: 662-349-4300

2016 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB
 XL(X1E)

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Vehicle Price	\$33,915.00
Options & Colors	\$1,330.00
Upfitting	\$0.00
Destination Charge	\$1,195.00
Subtotal	\$36,440.00
<i>Pre-Tax Adjustments</i>	
Description	
Discount	-\$11,765.00
Total	\$24,675.00

Customer Signature

Acceptance Date

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Prepared for:
 By: Steve Bell Date: 04/29/2016 | Price Level: 645



Country Ford, Inc.
95 East Goodman Road, Southaven, Mississippi, 38671
Office: 662-349-4300

2016 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)

Major Equipment

(Based on selected options, shown at right)

3.5L V-6 DOHC w/SMPI 282hp
6 speed automatic w/OD

- * 4-wheel ABS
- * Electric parking brake
- * P 265/70R17 OWL AT S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Reclining front split-bench seats
- * Steering-wheel mounted audio controls
- * Rear spring rating: 3300 lbs.
- * Frame Yield Strength 49300 psi

Exterior:Oxford White
Interior:Medium Earth Gray

- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, auxiliary audio input
- * Dual manual mirrors
- * 17 x 7.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * SecurILock immobilizer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Front spring rating: 3450 lbs.
- * Frame section modulus: 5 cu.in.

Fuel Economy



City
17 mpg

Hwy
23 mpg

Selected Options

STANDARD VEHICLE PRICE	MSRP
Equipment Group 100A Base	\$33,915.00
Engine: 3.5L V6 Ti-VCT FFV	N/C
Transmission: Electronic 6-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 6,300 lbs Payload Package	Included
Tires: P265/70R17 OWL AT	Included
Wheels: 17" Silver Steel	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
Skid Plates (Fleet)	\$160.00
XL Power Equipment Group	\$1,170.00
Power Glass Sideview Mirrors w/Black Skull Caps	Included
Illuminated Entry	Included
MyKey	Included
Perimeter Alarm	Included
Power Door Locks	Included
Power Tailgate Lock	Included
Power Front & Rear Windows	Included
Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
By: Steve Bell Date: 04/29/2016 | Price Level: 645



... creating a better quality of life

Consent Agenda

May 9, 2016

Honorable Mayor McFarland and Members of the City Council:

RE: Annual adjustment of rental rates at the Murfreesboro Municipal Airport:

As an item for the consent agenda of May 19, 2016, it is recommended that City Council approve The annual adjustment of rental rates at the Murfreesboro Municipal Airport.

Annually, the Airport Commission reviews and adjusts the rental rates for hangars, office space, and tie-downs 3% to meet the annual cost of living and other increases in operating expenses.

Background Information

As in previous years, the Airport Commission has recommended an adjustment of 3% for hangar and tie-down rates. This adjustment is made on an annual basis to ensure that revenues meet or exceed expenditures. The revenues received from rent go directly toward the maintenance and improvements at the airfield through the Airport Fund. The Airport Commission believes this practice is much more effective and acceptable than a large increase every five or so years.

Last year due to the number of runway closures and delays during construction, the Airport Commission did not adjust the rental rates for 18 months, until January 2016. The proposed adjustment starting July 1, 2016 will get the Airport back into its normal fiscal cycle for rental rate adjustments. All rental rates associated with our Commercial Operators which have multi-year agreements were adjusted on schedule in accordance with the Lease Agreements.

Fiscal Impact

The chart below shows the adjustment per month for each type of rental unit. The adjustment being recommended is a 3% increase across the various rental units.

July 2016-2017 CPI-U			Recommended		
2015-2016 Rates			Adjustments		
T-Hangar Rent	Jan-16	%^	Jul-16	UNITS/months	REVENUE
A, B, C	(\$182.00)	\$5.00	(\$187.00)	15	(\$33,660.00)
D, E	(\$234.00)	\$7.00	(\$241.00)	13	(\$37,596.00)
F, H	(\$250.00)	\$8.00	(\$258.00)	19	(\$58,824.00)
G	(\$389.00)	\$12.00	(\$401.00)	9	(\$43,308.00)
I and L West Side	(\$294.00)	\$9.00	(\$303.00)	10	(\$36,360.00)
J, K, L	(\$303.00)	\$9.00	(\$312.00)	22	(\$82,368.00)
J,	(\$404.00)	\$12.00	(\$416.00)	9	(\$44,928.00)
End Units Small	(\$38.00)	\$10.00	(\$48.00)	11	(\$6,336.00)
End Units Large	(\$48.00)	\$10.00	(\$58.00)	3	(\$2,088.00)
Hangar #1 (Quonset Hut)	(\$160.00)	3%	(\$165.00)	4	(\$7,920.00)
Air Methods	(\$500.00)	3%	(\$515.00)	12	(\$6,180.00)
Tie-Downs			REVENUE		
	Jan-16	%^	Jul-16	UNITS/months	REVENUE
Overnight/Monthly	(\$57.00)	3%	(\$58.00)	24	(\$16,704.00)



Murfreesboro Municipal Airport

These rates still allow the Murfreesboro Municipal Airport to be within the target market of surrounding airport rental rates. All hangar units are currently occupied and the Airport has a waiting list with approximately 20 individual names on it of aircraft owners interested in basing their aircraft at the Murfreesboro Municipal Airport.

Concurrences

The Murfreesboro Airport Commission recommends approval.

Recommendation

It is recommended that City Council approve the proposed rental rate adjustments for FY 17 starting July 1, 2016.

Thank you for your consideration of the proposed annual rental rate adjustments.

Sincerely,



Chad L. Gehrke
Airport Manager



Murfreesboro Municipal Airport

Bruce Gilley MEMORIAL FOUNDATION

"He died for me, I'll live for Him."

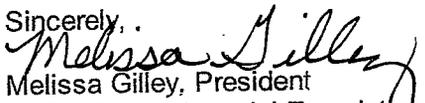
May 9, 2016

Bruce Gilley Memorial Foundation requests permission to hang a banner across East Main Street for the following dates: July 11th - July 21st. Georgia Meshotto has indicated these dates are available. The banner will be to promote the Run For Him 5K/10K to be held on September 3, 2016 from 7:00 a.m. to 11:00 a.m.

The Bruce Gilley Memorial Foundation is a non-profit organization that helps teens and young adults who want to pursue God by offering financial assistance for church camps, missionary trips and Christian educational opportunities that would otherwise not be able to attend. The run route begins and ends at Belle Aire Baptist Church, running along Old Lascassas Hwy. and N. Rutherford Blvd.

Thank you for your consideration of this request.

Sincerely,


Melissa Gilley, President
Bruce Gilley Memorial Foundation
615-477-4371
gilley.melissa@gmail.com



Bruce Gilley Memorial Foundation, P.O.Box 21, Lascassas, TN 37085 >>> RunForHim.org

May 5, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:30 p.m. on Thursday, May 5, 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
Doug Young

Council Members Madelyn Scales Harris and Ron Washington were absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Craig Tindall, City Attorney
Melissa Wright, City Recorder/City Treasurer/
Finance Director
Georgia A. Meshotto, Administrative Aide II

Mr. Chris Bratcher, 522 Uptown Square, was present to represent some of the local liquor store owners to request a change in the population requirement in the ordinance that would limit the number of stores in Murfreesboro. Appreciation was expressed to the City Attorney and Mr. Smotherman for meeting with some of the store owners and himself to have input on changes to the ordinance. There are presently 21 liquor stores in Murfreesboro, and they are requesting that Council amend the ordinance, prior to second reading, to reflect a change in population requirement from 4,000 to 5,500.

Mr. Charlie Patel, 1904 Marylake Way, addressed a cap on liquor stores and residency requirement. They have been residents of Murfreesboro since 1986, pay their taxes and give back to the community in many ways. He felt everyone should play by the same rules. Mr. Manish Patel, 208 N. Thompson Lane, addressed the population requirement and residency. He pointed out that, regardless of what the population requirement is, outsiders are allowed to operate a liquor store in Murfreesboro because there is no residency requirement whereas they cannot go outside of Murfreesboro to operate in another city because of that requirement. He also noted that business is more challenging now that wine is allowed for sale in retail stores.

The City Attorney provided information showing how the number of liquor stores are calculated based on the US Census Population Estimate for 2014 being 120,954. It was pointed out that the Interstate Commerce Clause prevents cities from having a residency law, and the Attorney General has stated on two occasions to the legislature that residency requirements are unconstitutional. The City has the ability to limit the number of liquor

stores by zoning and distance requirements from churches and schools. He stated to impose a residency requirement would clearly be a violation of the Commerce Laws.

It was the consensus of Council to consider amending the ordinance prior to second reading to change the number of stores based on population from 4,000 to 5,000 residents.

There being no further business, Mayor McFarland adjourned this meeting at 6:57 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

May 5, 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, May 5, 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
Doug Young

Council Members Madelyn Scales Harris and Ron Washington were absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, City Attorney
Chris Griffith, City Engineer
Darren Gore, Water & Sewer Director
Sam Huddleston, Environmental Engineer
Richard Rucker, Risk Manager/Staff Attorney
Georgia A. Meshotto, Administrative Aide II

Council Member Eddie Smotherman commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland announced that today is a National Day of Prayer.

The Consent Agenda was presented to the Council for approval:

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

2) Letter of recommendations from the Street Superintendent: Purchase New Holland T4.90 2WD Tractor with Cab.

3) Letter of recommendations from the Parks & Recreation Director: Change Order No. 1 for Sports*Com Renovations.

4) Letter of recommendations from the Community Development Director: Second-Year Action Plan for 2016-2017.

5) Letter of recommendations from 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.

- 5) Letter of recommendations from the Water & Sewer Board (Continued):
- 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.

6) Letter of recommendations from the Principal Planner: Mandatory Referral for abandonment of 15' portion of public utility & drainage easement located along Conference Center Boulevard; Matt Taylor, SEC, applicant.

7) Letter of recommendations from the Facilities Maintenance Superintendent: Purchase of Facility Dude Maintenance Software Program.

8) Letter of recommendations from the Assistant City Manager: Award of Collection Agency Contract to Fox Collection Center of Goodlettsville, TN.

- 9) 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.

(Insert letters from the City Recorder/Finance Director, Street Superintendent, Parks & Recreation Director, Community Development Director, Water & Sewer Board, Principal Planner, Facilities Maintenance Superintendent, and Assistant City Manager here.)

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

Mr. LaLance made a motion to approve the minutes as written and presented for the special meeting held on April 21, 2016 and the regular meeting held on April 21, 2016. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland requested that the agenda items pertaining to the Community Technology Center be considered at this time.

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

(Insert letter dated May 2, 2016 here with regards to Christy-Houston Foundation Grant for the Community Technology Center (CTC) and Contract with Johnson + Bailey Architects for Architectural Services for the CTC at Hobgood Elementary School.)

The Assistant City Manager recognized Ms. Rita Shacklett and Mr. Gary Green. Mr. Green announced that the Library Board has raised the funding necessary to build the Community Technology Center here in Murfreesboro. He thanked the City Council and Rutherford County for their support in this effort.

Vice-Mayor Young made a motion to accept a Grant from the Christy-Houston Foundation in the amount of \$900,000 for construction of the Community Technology Center to be located on the grounds of Hobgood Elementary School. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to award a Contract to Johnson + Bailey Architects in the amount of \$85,212 for architectural services for the Community Technology Center at Hobgood Elementary School subject to review and final approval of the Legal Department. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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 and second reading on April 21, 2016, was read to the Council and offered for passage on third and final reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on third and final reading by the following vote:

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

Nay: None

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

(Insert ORDINANCE 16-O-16 here.)

An ordinance, entitled "ORDINANCE 16-O-17 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine, and beer," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading.

Mr. Smotherman made a motion to amend ORDINANCE 16-O-17 by changing the population requirement per store from 4,000 to 5,000. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion to pass ORDINANCE 16-O-17 on second reading as amended. Mr. Shacklett seconded the motion. Upon roll call said ordinance was passed on second reading, as amended, by the following vote:

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

Nay: None

An ordinance, entitled "ORDINANCE 16-O-18 amending the 2015-2016 Budget (4th amendment)," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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]," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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]," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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]," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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]," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

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]," which passed first reading on April 21, 2016, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

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

Nay: None

The following letter of recommendations from the Water & Sewer Board was presented to the Council:

(Insert letter dated March 5, 2016 here with regards to Rate Ordinance.)

The Water & Sewer Director gave a brief power point presentation on the Fiscal Year 2017 Rate Ordinance and answered questions from the Council.

An ordinance, entitled "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," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

The City Recorder/Finance Director presented for approval Certificates of Compliance for Wine in Retail Stores for Publix #1163, 1731 S. Rutherford Boulevard, Suite S; Publix #1164, 3415 Memorial Boulevard; Publix #1172, 4175 Franklin Road; Publix #1234, 2650 New Salem Highway; Walmart #682, 2000 Old Fort Parkway; Walmart #5057, 2900 S. Rutherford Boulevard; Walmart #5148, 1153 Fortress Boulevard; and Sam's Club #6501, 125 John R Rice Boulevard. The applicants have met all of the requirements.

Vice-Mayor Young made a motion to approve a Certificate of Compliance for Wine in Retail Stores for Publix #1163, Publix #1164, Publix #1172, Publix #1234, Walmart #682, Walmart #5057, Walmart #5148 and Sam's Club #6501. 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-09 adopted by the City Council on March 3, 2016, 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 as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant's request for annexation located along West Thompson Lane. The Plan of Services outlines the services and timeframe in which they can be provided to subject property. The property is contiguous with current City Limits along the western and southern property lines. 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 West Thompson Lane. The frontage of both properties have been within the City Limits since the '80's. Representatives of the applicant were present. Mr. Clyde Rountree was also 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 Plan of Services and annexation of approximately 16.5 acres located along West Thompson Lane do so at this time. There was no one present who wished to speak for or against the proposed Plan of Services and annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

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

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

Nay: None

(Insert RESOLUTION 16-R-PS-09 here to adopt a Plan of Services for approximately 16.5 acres located along West Thompson Lane [2015-509]; Jordan Family General Partnership and Mr. John Massey, applicants.)

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

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

Nay: None

(Insert RESOLUTION 16-R-A-09 here to annex approximately 16.5 acres located along West Thompson Lane [2015-509]; Jordan Family General Partnership and Mr. John Massey, applicants.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing to consider zoning of 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].

Ms. Margaret Ann Green, Principal Planner, presented the zoning request to Planned Residential Development (PRD) District along West Thompson Lane for 16.5 acres just approved by resolution for Plan of Services and annexation as well as rezoning 16.5 acres currently in the City Limits to PRD. The subject property is located north of West Thompson Lane, just north of the intersection with Siegel Road, which consists of two parcels adjacent to properties zoned College and University (CU) District to the east. The property to the west and south are zoned Single-Family Residential Fifteen (RS-15) District, and the property across West Thompson Lane to the south is a portion of the Siegel School complex. The proposed PRD, called General's Landing, will have a density of 5.3 dwelling units per acre which will consist of single family detached lots along the western property line to serve as a transition from the existing Northboro Court single family subdivision and the multi-family portion of the development located to the east. A neighborhood meeting was held on January 27, 2016. The Planning Commission conducted a public hearing on February 3, 2016 at which time they deferred action to further study the matters of drainage, buffer along the eastern property line, driveway length long enough to park 4 cars, and a decorative feature along West Thompson Lane. The Program Book was amended with these elements and presented again to the Planning Commission after which they voted to approve the zoning request for PRD. The developer, Mr. Brian Burns with Blue Sky Construction, was present. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc., gave a presentation on the proposed development which will consist of 31 detached homes with front entry garages and 130 townhomes with garages. Overall, the density will be approximately 4.87 units per acre for a total of 161 units on 33 acres. The townhomes will be 1800-2400 square feet, and the single family home detached will range in square footage from 2200 to 3200 square feet in size. All homes styles will be consistent in architectural character having masonry products of brick, stone and hardi-plank with facades and roof lines enhanced with varying façade depths as well as diverse roof pitches. All garage doors will be carriage style doors. The homes will be part of an HOA associated with General's Landing. Since meeting with the neighbors, they have reduced density, adjusted road alignment, addressed drainage concerns and accommodated a neighbor's request for a split rail fence along the road. Mr. Rountree addressed questions from Council regarding square footage and a good plan in place for drainage.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 16.5 acres to PRD and the rezoning of approximately 16.5 acres to PRD along West Thompson Lane do so at this time.

Mr. David Floyd, 3418 Northboro Court, stated that the horse arena is east of the development, and his subdivision is to the west of the proposed development. He acknowledged Mr. Young's help on behalf of the constituency in their area as well as the Environmental Engineer addressing the drainage issue with a dedicated utility drain to alleviate some of the long term drainage problems they have had over the years. He pointed out that there is a drainage easement on the plat that runs north and south along the western boundary line that never was installed. He requested that consideration be given to that easement to further address drainage for that development since it is recorded on the plat and since they will be paying into the storm water management on the water and sewer bill. He thanked the developer for reducing the density. Thompson Lane will eventually be widened out to three lanes; however, with three school zones and adding more residential density to the mix, there will be an increase in traffic. He looked forward to having some good neighbors.

Ms. Barbara Duvall, 3446 Northboro Court, expressed appreciation for the drainage ditch that would help alleviate some of the flooding issues for the neighbors as well as the additional green space. She was concerned with the density and requested that RS-15 remain on the parcel adjoining Northboro Court and rezone the additional parcels just annexed to PRD.

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

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading.

Council requested clarification on some details in the staff comments and Program Book regarding "snout houses", setbacks, and square footage of single family homes. Ms. Green indicated staff comments to the Planning Commission provided information to address staff's concerns with setbacks and sufficient parking for 4 cars without having to park on the street. A "snout house" is defined as one where a garage protrudes excessively in front of the house. The developer has addressed that concern by increasing the front setback for those garages to 35'. She noted that Mr. Rountree misspoke as to the square

footage of the single family development being 2200-3200 and clarified that the Program Book correctly states 2400-3400 square feet.

Vice-Mayor Young made a motion to pass ORDINANCE 16-OZ-09 on first reading. Mr. Smotherman seconded the motion. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

The Environmental Engineer addressed the comment heard in the public hearing regarding the drainage easement on the plat. He recalled many years ago that staff investigated the status of the drainage easement which was dedicated with the original plat but a facility (ditch) was never installed. The drainage concerns on the east side of Northboro Court were evaluated, and it was concluded that installing a new ditch or a new drainage system on the west side in that easement would provide no benefit to the area. If the ditch would have been installed in the beginning and the lots graded to the ditch, it would have made a difference; however, now that the lots are in place, the drainage pattern is already established in that neighborhood and staff saw very little practicality to adding a ditch in that easement. It does not change anything with the new development.

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

(Insert letter dated May 5, 2016 here with regards to Design Contract for Jones Blvd Improvements (Ridgely Rd to Northfield Blvd); Design Contract for St. Clair Street Improvements (Memorial Blvd to Walnut St); and Contract Amendment for Design of Brinkley Rd (SR-96 to Manson Pike) Improvements.)

Mr. Smotherman made a motion to accept the recommendation of the City Engineer to approve a Contract with SEC, Inc. in an amount "not to exceed" \$450,090, funded from current bond issue, for design of Jones Boulevard improvements from Ridgely Road to Northfield Boulevard, subject to review and approval by the City Attorney. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion to accept the recommendation of the City Engineer to approve a Contract with Huddleston-Steele Engineering, Inc. in an amount "not to exceed" \$95,500, funded from State Street Aid, for design of St. Clair Street improvements from Memorial Boulevard to Walnut Street, subject to review and approval by the City Attorney. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The City Engineer presented the Replacement Contract for Design of Brinkley Road improvements from SR-96 to Manson Pike. He noted that an additional service for periodic inspections by the bridge engineer has been added to the contract which increases the contract time and material limit to a "not to exceed" \$610,000 instead of \$575,000.

Mr. LaLance made a motion to accept the recommendation of the City Engineer to approve the Replacement Design Contract, which includes an additional service for periodic inspections by the bridge engineer, in the amount "not to exceed" \$610,000, funded from TML Loans, for Brinkley Road improvements from SR96 to Manson Pike, subject to review and approval of the City Attorney. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Mr. LaLance requested that the City Manager look into providing funds to address some areas that need turn lanes to mitigate traffic congestion. The City Manager said staff would look at some funding possibilities and get together with the City Engineer to share some ideas to address this matter.

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

(Insert letter dated May 5, 2016 here with regards to Financial Policy Updates.)

The City Recorder/Finance Director updated the Council on changes to the Financial Policies and answered questions from the Council regarding investment types and how these would be reviewed. Mr. LaLance said he would abstain from voting and suggested that Council get some information as to what the list consists of before taking action.

Mr. Smotherman made a motion to defer action on approving changes to the Financial Policies until information on the exceptions has been reviewed. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye" except Mr. LaLance voted to "Abstain".

The following letter of recommendations from the Risk Manager/Staff Attorney was presented to the Council:

(Insert letter dated April 29, 2016 here regarding RESOLUTION 16-R-12 authorizing the City to join the Tennessee Municipal League Pool.)

The following RESOLUTION 16-R-12 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-12 here authorizing the City to enter into a contract with the TML Risk Management Pool.)

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

(Insert letter dated May 2, 2016 here with regards to RESOLUTION 16-R-10 and RESOLUTION 16-R-11 to Refinance City General Obligation and Water & Sewer General Obligation Bonds.)

The Assistant City Manager recognized Mr. John Werner with Cumberland Securities who addressed RESOLUTION 16-R-10 authorizing issuance of General Obligation Refunding Bonds in the amount of \$35,450,000 for the City of Murfreesboro and RESOLUTION 16-R-11 authorizing issuance of Water and Sewer Revenue and Tax Refunding Bonds in the amount of \$19,800,000 for the City of Murfreesboro.

A letter from the State of Tennessee Comptroller of the Treasury indicating they had reviewed the refunding plan by the City of Murfreesboro for the proposed issuance of General Obligation Refunding Bonds to refinance existing debt as noted in RESOLUTION NO. 16-R-10 and RESOLUTION NO. 16-R-11 was presented to the Council.

The following RESOLUTION NO. 16-R-10 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION NO. 16-R-10 here 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.)

The following RESOLUTION NO. 16-R-11 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION NO. 16-R-11 here 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.)

Vice-Mayor McFarland announced that the next item on the agenda is to continue the public hearing from the meeting of April 21, 2016 with regards to the Plan of Services for and annexation of approximately 285.4 acres located along Blackman Road and Florence Road; Shelton Family & Saraswat Family Trust, applicants [2016-504]. There were no others present who wished to speak for or against the Plan of Services and annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The Environmental Engineer recapped recent roadway improvements funded in the past ten years by City, County, TDOT and, in some instances, by private developers in the area of Veterans Parkway from HWY 96 to Burnt Knob Road including an interchange at SR 840; I-24 Interchange at Manson Pike and Fortress Boulevard; Fortress Boulevard/Manson Pike to Burnt Knob Road; Florence Road from Manson Pike to Broad Street with realignment at Florence Road and Broad Street as well I-24 & SR 840; and in front of subject property on Blackman Road. Projects on the current Major Thoroughfare Plan include Veterans Parkway extending northward to a new interchange on I-24 and Manson Pike and Burnt Knob Road widened from its current 3-lane section to a future 5-lane section. The 2035 Future Development Plan includes a major transportation element as well. The Environmental Engineer reported on the results of the Traffic Impact Study prepared by the developer. The developer has agreed to turn-lane improvements at the two entrances on Blackman Road as well as the entrance on Florence Road. The study indicated that the signalized intersection at Florence Road and Manson Pike currently function at an acceptable level but would start suffering delays during the end of the buildout and turn-lane capacity should be added at that time; however, staff believes that there will be other projects in development that will cause them to review that intersection sooner. The Blackman Road intersection at Manson Pike is failing currently, and the study recommends very significant improvements including signalization and turn-lanes. Staff met with the developer and Rutherford County and an agreement is in process to see improvements at that intersection. Details of that agreement will be forthcoming to Council for approval and funding at the appropriate time. It is anticipated that the intersection could be signalized and some modest turn-lane improvements added before significant buildout occurs in that neighborhood. The projected buildout is approximately 15 years with the first home not being occupied for 18 months to 2 years based on the plans approval process and construction process.

Mayor McFarland reopened the public hearing, with the Council's approval, to allow Mr. John L. Batey to speak.

Mr. John L. Batey, 5104 Baker Road, thanked Council for deferring the process until more consideration was given to traffic on Blackman Road and felt this was a workable plan.

Mayor McFarland then declared the public hearing closed.

The following RESOLUTION 16-R-PS-13 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PS-13 here to adopt a Plan of Services for approximately 285.4 acres along Blackman Road and Florence Road [2016-504]; Shelton Family & Saraswat Family Trust, applicants.)

The following RESOLUTION 16-R-A-13 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-A-13 here 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 [2016-504]; Shelton Family & Saraswat Family Trust, applicants.)

Vice-Mayor McFarland announced that the next item on the agenda is to continue the public hearing from the meeting of April 21, 2016 with regards to zoning 242 acres located along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs); Parks Development, applicant. There were no others present who wished to speak for or against the proposed zoning request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading

upon motion made by Mr. LaLance, 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
Doug Young
Shane McFarland

Nay: None

The City Recorder/Finance Director presented a Special Event Beer Permit for United Way of Rutherford and Cannon Counties at Oaklands Mansion, 901 North Maney Avenue, with event to be held on May 21, 2016. All requirements had been met.

Vice-Mayor Young made a motion to approve a Special Event Beer Permit for United Way of Rutherford and Cannon Counties at Oaklands Mansion on May 21, 2016. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland indicated he did not have any board or commission appointments at this time.

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

From Airport Fund:

Eastern Aviation Fuels, Inc. \$ 25,050.45

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

Mayor McFarland addressed an ordinance that is in the process of being developed for food trucks which will be forthcoming to Council at a future meeting.

Mayor McFarland addressed the recent shooting at Aspen Heights and the issues arising with law enforcement responding to excessive calls from multi-family complexes, apartments and hotel/motels. The Police Department together with Legal Staff will be looking at an "apartment-crime" ordinance to require management of multi-family complexes be responsible for providing security in an effort to mitigate crime.

The City Manager announced that a joint meeting with the City Council and Power Board will be held on Thursday, May 12, 2016, to hear a report from GAI on the MED Valuation Study.

Mr. Shacklett invited everyone to attend JazzFest this weekend.

There being no further business, Mayor McFarland adjourned this meeting at 8:53 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

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:

APPROVED AS TO FORM:

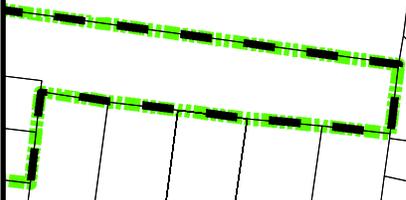
Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL

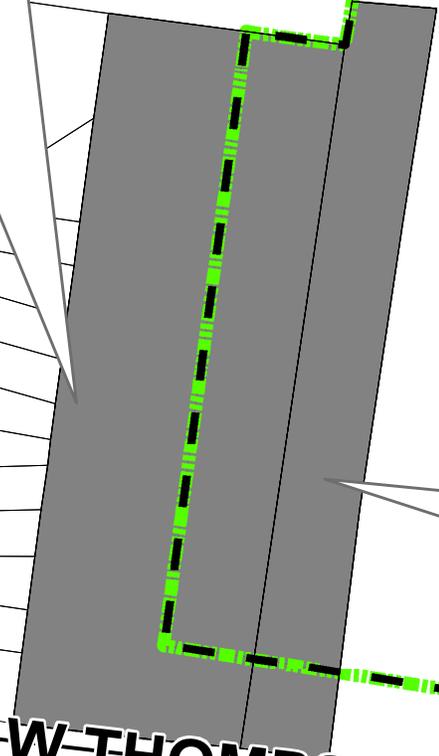


Area
Rezoned from
RS-15 to Zoned PRD



PRD

NORTHBORO CT



CU
Area
Annexed and
Zoned PRD

W THOMPSON LN

Siegel
Middle
School



RS-15

Siegel
High
School



SIEGEL RD

EVREUX DR



Ordinance 16-OZ-09

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:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



Area
Zoned PRD

BAKER RD

FOOTHILLS DR



Murfreesboro
City Limits

BLACKMAN RD



MANSON PIKE

JOHN LEE LN

BRINKLEY RD



Ordinance 16-OZ-13



May 19, 2106

Honorable Mayor Bragg and Members of City Council:

Property Acquisition for Lytle Street Phase 2

As an agenda item for the May 19, 2016 City Council meeting, the City Council is recommended to approve the acquisition of right-of-way and easements for improvements to Lytle Street from Barker Street to Church Street.

Background

At your meeting on February 12, 2015, the Council approved an agreement with the Rutherford County Public Building Authority for cost sharing and an agreement with Wisner Consultants for the design of improvements to Lytle Street from Barker Street to Church Street. City staff is the project manager for the improvements to Lytle Street which will serve as an entrance to the new Judicial Center and associated parking garage. The project is an extension of the ongoing construction activities which realigns the intersection of Lytle Street and Broad Street and creates the new roundabout at the intersection of Lytle Street and West College Street.

Wisner Consultants, LLC determined the amount of right-of-way and/or easements required for the construction of improvements to Lytle Street from Barker Street to Church Street. At your meeting on March 10, 2016, the Council approved a contract with Marvin Maes and his associates to complete appraisals for the project. City staff has received and recommend for approval 6 of the 14 appraisals for the project. A summary of the appraisals has been attached for your review. We expect to receive and complete our review of the remaining appraisals during the next 60 days.

For the properties of the appraisals we have received and approved, City staff proposes to purchase the required right of way/easements from the owners as outlined in the following procedure. The owner will be offered by letter (copy attached) the values for their effected property, improvements and any damages plus an additional 10 percent. Included with the letter will be a copy of the appraisal for the owner's review. The property owner will be asked for a response within two weeks. If the owner can

substantiate that the appraisal is factually wrong, such as errors in area taken, then a revised value based on the appraised value per square foot would be determined. If the offer is not acceptable to the property owner, the Legal Department would file condemnation with the actual value of the taken being deposited into Court.

Fiscal Impact

The right-of-way and easements to be acquired will be funded by the current bond issue.

Recommendation

Staff recommends approval of the acquisition of right-of-way and easements from the properties City staff has received and approved appraisals for improvements to Lytle Street from Barker Street to Church Street.

Attachments

1. Summary of Appraisals
2. Sample Offer Letter

Sincerely,

Chris D. Griffith
City Engineer

DATE

Property Owner
Owner Address
City, State, Zip Code

RE: Project (Limits)
Tract #

Dear Property Owner:

As you may be aware from the public meetings held on the project, the City of Murfreesboro is planning to widen and improve (Project & Limits). Rights of way and/or easements will have to be acquired from your property and, accordingly, we have had an appraisal done by an independent, professional appraiser, (appraisal firm), to establish the value of the right of way and/or easements, and a copy of the appraisal is enclosed. The appraised fair market value of what is required from your property is \$ _____. We are offering you 10% more than the fair market value, or \$ _____, if we receive the executed documents by (DATE). The City will proceed with condemnation after the deadline has passed, or beforehand, if we receive written or verbal refusal of the offer. If condemnation becomes necessary, the fair market would be paid into court. Should you find any factual errors in the offer or appraisal, such as areas taken, we will consider adjusting the offer based on the appraised value per square foot.

If you are in agreement with this offer, please sign the enclosed document, have it notarized and returned to this office. If you prefer, you may bring the document to our office, sign it and have it notarized here. We will be glad to make a copy of it for you. If there is a credit or mortgage holder on the property, you will also have to obtain their signature on the document and have it notarized. Also, please be prepared to provide us with your Social Security Number/Employer Identification Number for reporting purposes to the Internal Revenue Service, on the enclosed W-9 Form.

Page 2

DATE

Tract # - Owner Name

We have chosen this streamlined process for acquisition of rights-of-way and easements in order that construction of the road might begin in DATE.

If you have any questions, please do not hesitate to contact me by email at **(email address)**, or by phone, at (615) 893-6441.

Sincerely,

Enclosures

R/W Acquisition Table
Lytle Street: Barker St to N Church St

Tract No.	Owner	OFFER		R/W Deed	ROW & Esmts		Unit Cost	Fee	Easement	Improvements	Damages	Subtotal	Rounded	Add'l	Total	Notes	Status
				RB & PG	s.f.	ac.	(\$)/sf	Cost (\$)	Cost (\$)	(\$)	(\$)	(\$)	Amount (\$)	10%	(\$)		
58	MCCARTER, CATRON & EAST PLLC				388	0.009	10.000	220	732	0	0	952	975	98	1,073		
59	MT. ZION BAPTIST				1,283	0.029	10.000	0	2,566	0	0	2,566	2,575	258	2,833		
60	MORRISON				70	0.002	10.000	0	140	0	0	140	150	15	165		
62	SOUTH CENTRAL BELL TELEPHONE CO				3,900	0.090	10.000	1,590	11,253	0	0	19,128	19,150	1,915	21,065		
63	PINNACLE				901	0.021	10.000	0	1,802	0	3,000	4,802	4,850	485	5,335	Damages = loss of parking (2 of 31)	
72	SALMONS				387	0.009	10.000	740	626	0	0	1,366	1,375	138	1,513		
20	TOTALS ::::::::::	0	0	\$0	6,929	0	60.00	\$2,550	\$17,119	\$0	\$3,000	\$28,954	\$29,075	\$2,908	\$31,983		



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Regular Agenda

May 13, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission recommendations

Background

During its regular meeting on May 4, 2016 the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then took action to recommend their approval:

- a. Zoning application [2016-418] for approximately 22.5 acres located along Memorial Boulevard and Haynes Haven Lane to amend the PUD, National HealthCare Corp. applicant.
- b. Zoning application [2016-417] for approximately 5.6 acres located along West Northfield Boulevard and Sulphur Springs Road to amend the PCD, Tarver Properties Inc. applicant.
- c. Annexation Plan of Services and annexation petition [2016-506] for approximately 76 acres located along New Salem Highway, William & Caroline Waite applicants.
- d. Zoning application [2016-415] for approximately 74 acres located along New Salem Highway to be zoned CF (approx. 26.1 acres), RM-12 (approx. 23.1 acres) and RZ (approx. 25 acres) simultaneous with annexation, William & Caroline Waite applicants.

Recommendation

It is recommended that the City Council schedule these matters for public hearings.

Concurrences

The Murfreesboro Planning Commission has studied and conducted public hearings on these matters and recommends their approval.

Fiscal Impact

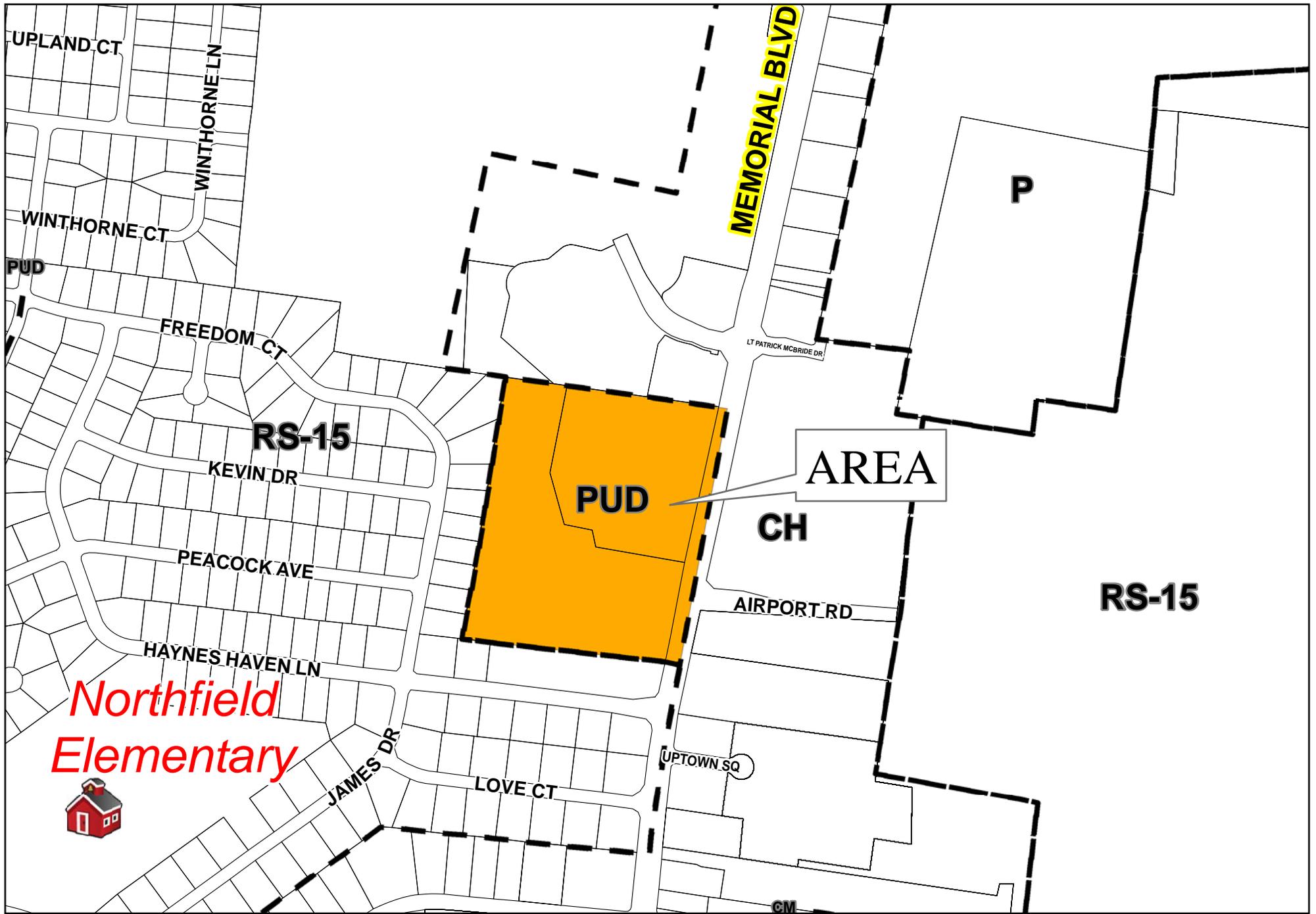
Staff is not aware of any fiscal impact that will result directly from this recommendation.

Attachments

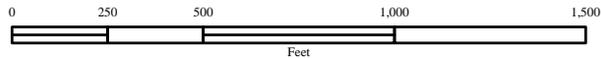
1. Illustrations of the areas.

Respectfully Submitted,

Matthew T. Blomeley, AICP
Principal Planner



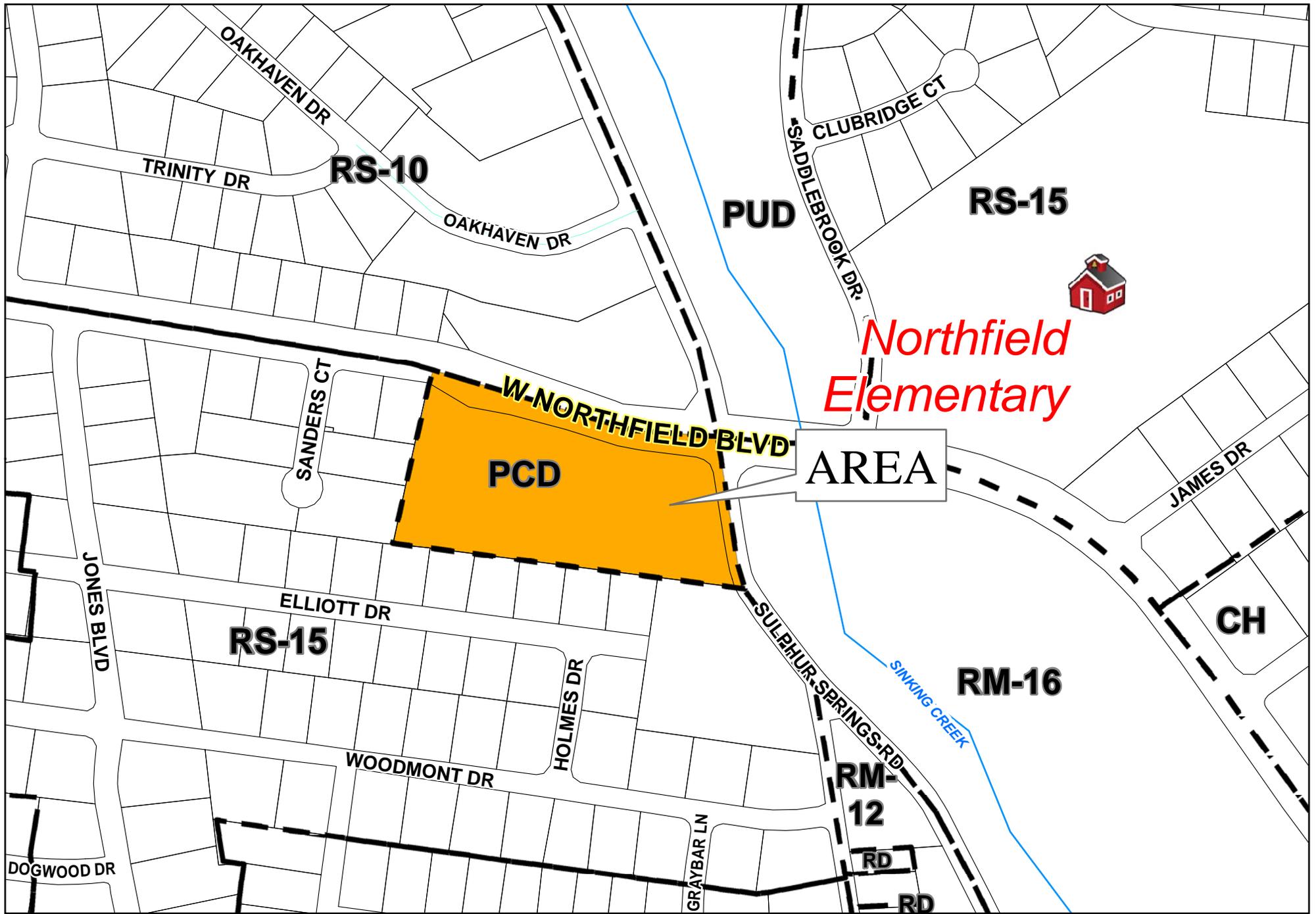
**Rezoning Request for Property Along Memorial Blvd.
PUD Amendment**



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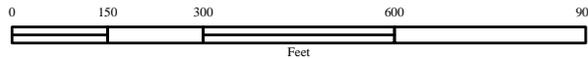
GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



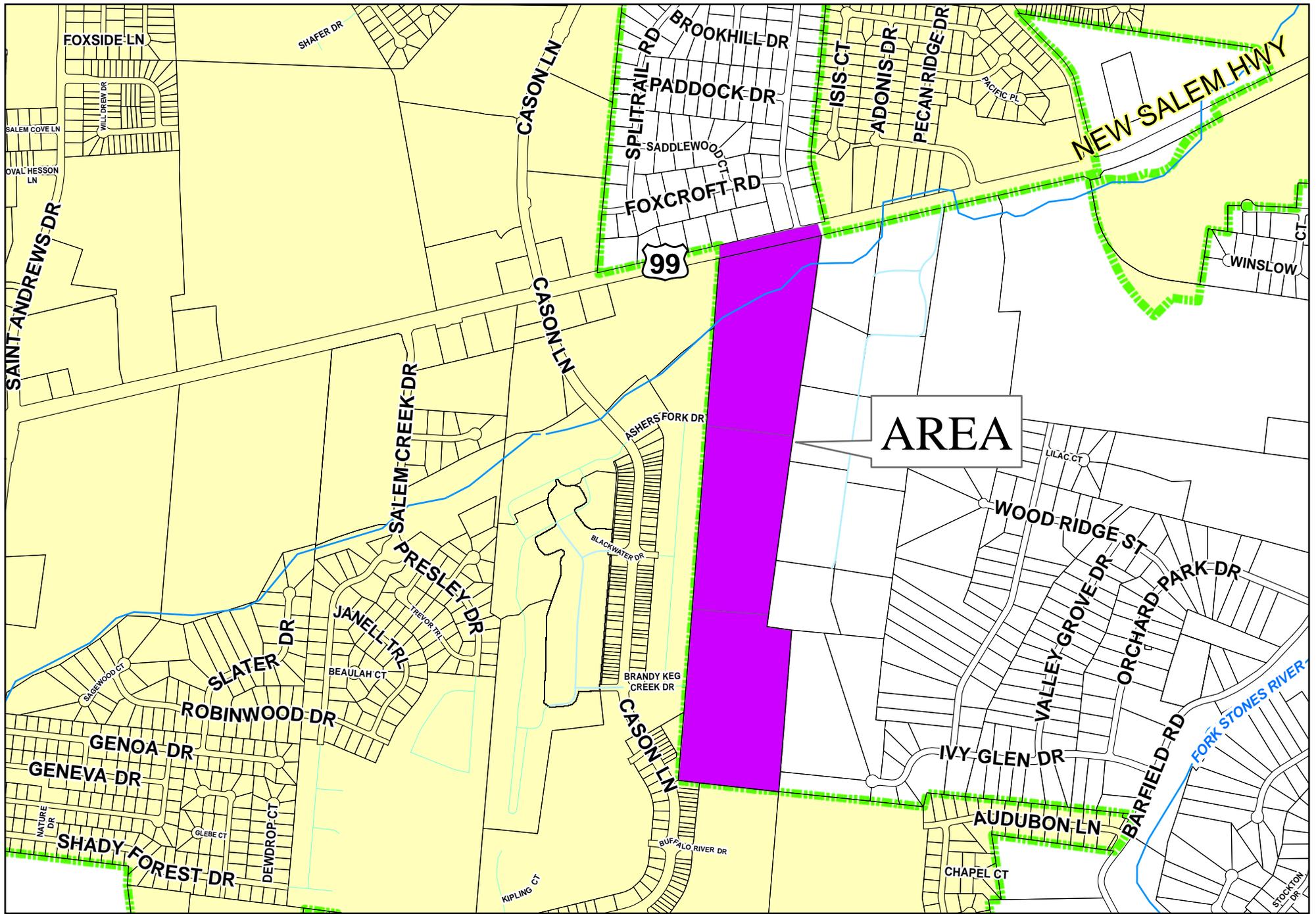
**Rezoning Request for Property Along W. Northfield Blvd.
PCD Amendment**



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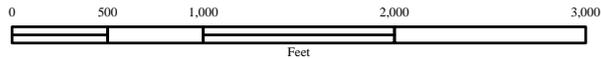
GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



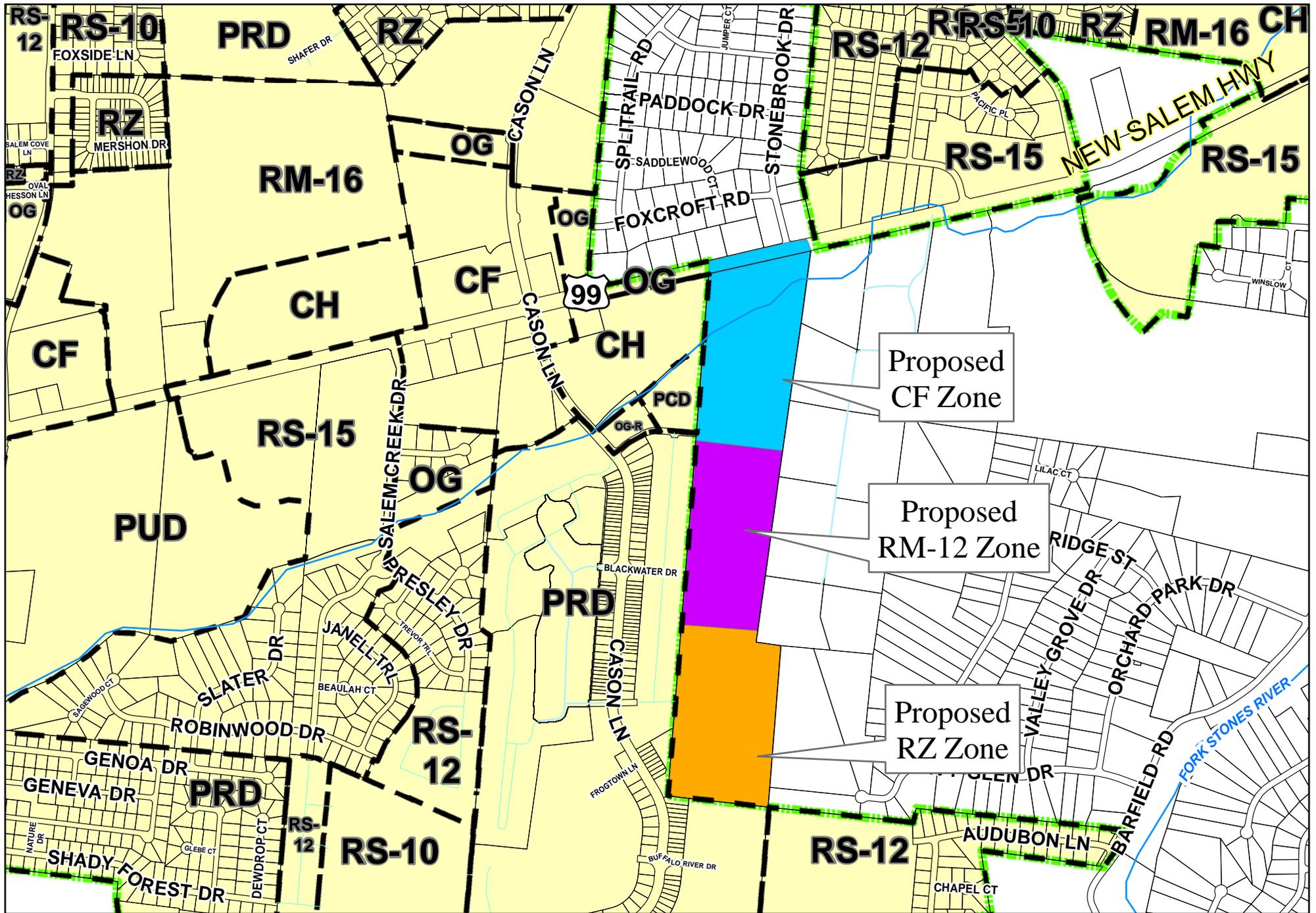
Annexation Request for Property Along New Salem Hwy.



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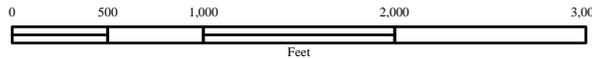
GIS Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
 www.murfreesborotn.gov



**Zoning Request for Property Along New Salem Hwy.
CF, RM-12 and RZ Simultaneous with Annexation**



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



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May 13, 2016

REGULAR AGENDA

MAYOR McFARLAND AND COUNCIL MEMBERS

Re: Release of Purchase Agreement and Letter of Intent

As an item for the Regular Agenda, it is requested that Council approve the release of Mark Pirtle Gateway LLC from further obligations under a Purchase Agreement and a Letter of Intent with respect to property in the Murfreesboro Gateway.

Background. In October 2006 Pirtle-Defoor Gateway LLC (now Mark Pirtle Gateway LLC) (“Pirtle”), purchased property known as Parcel G, Lot 1 from the City pursuant to a Letter of Intent and an Agreement for Sale and Purchase of Real Estate (“Agreement”). The Letter of Intent included a commitment that first-class office space would be constructed on the property; the Agreement gave the City certain repurchase rights in the event of default. The Agreement was amended three times to modify the designation of the parcels covered by the Agreement and to extend the closing date.

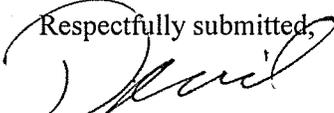
Pirtle has contracted to sell a portion of Parcel G, Lot 1 (now identified as Lot 13 – Parkway Office Park) to Alive Hospice, Inc., for the construction and operation of a Hospice facility. This use has been approved by the Gateway Design Review Committee. Plans for the site and the facility have been preliminary approved by the Design Review Committee and have been approved by the Planning Commission. They will be submitted to the Design Review Committee for final review in the near future.

In order to avoid the possibility of future disputes regarding the terms of the original Letter of Intent or the Agreement, Alive Hospice, Inc., has requested that the City formally release any remaining claims under those documents. Substantially the same release was provided by the City when another parcel was sold by Pirtle in 2009.

Fiscal Impact. None.

Recommendation. It is recommended that Council approve the Release of Purchase Agreement and Letter of Intent and authorize execution by the Mayor, subject to final approval of the document by the City Attorney.

Attachments. Release of Purchase Agreement and Letter of Intent, with attachments.

Respectfully submitted,

David A. Ives
Assistant City Attorney

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

RELEASE OF PURCHASE AGREEMENT AND LETTER OF INTENT

Tax Parcel Identification No. 091A-C-013.00
Murfreesboro, Rutherford County, Tennessee

THIS RELEASE OF PURCHASE AGREEMENT AND LETTER OF INTENT (this "Release"), is made and entered into this ____ day of May, 2016, by and between the **CITY OF MURFREESBORO, TENNESSEE**, a municipal corporation (the "City"), and **MARK PIRTLE GATEWAY, LLC**, a Tennessee limited liability company ("Mark Pirtle Gateway") (each of them individually, a "Party," or collectively, the "Parties").

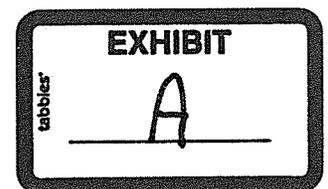
BACKGROUND:

A. By a Warranty Deed (the "Deed") recorded at Record Book 672, Page 1615 in the Register's Office for Rutherford County, Tennessee, the City, as grantor, sold to Pirtle-Defoor Gateway, LLC, a Tennessee limited liability company and predecessor-in-interest to Mark Pirtle Gateway ("Pirtle-Defoor"), certain real property located in Rutherford County, Tennessee known as Lot 1, Final Plat Murfreesboro Gateway – Mark Pirtle Subdivision Parcel G – Lot 1, recorded in Plat Book 30, Page 222, Register's Office of Rutherford County, Tennessee, all as more particularly described in the Deed.

B. The Deed incorporated by reference that certain Agreement for Purchase and Sale of Real Estate (the "Original Agreement"), dated July 15, 2005, between the City and Pirtle-Defoor, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Estate dated December 1, 2005 (the "First Amendment"), and as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Estate dated December 16, 2006 (the "Second Amendment"). Subsequent to the conveyance set forth in the Deed, a Third Amendment to Agreement for Purchase and Sale of Real Estate dated January 25, 2007 (the "Third Amendment") was executed by the City and Pirtle-Defoor. The Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereinafter referred to collectively as the "Purchase Agreement".

C. Mark Pirtle Gateway has agreed to sell a portion of said Parcel G – Lot 1 to Alive Hospice, Inc., a Tennessee non-profit corporation ("Purchaser"), such portion being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

D. As a condition to closing the purchase of the Property, Purchaser has required verification as to the status of the Purchase Agreement and the Letter Intent (as defined below) and the impact of those documents on Property.



NOW, THEREFORE, in order to provide the required assurances, the undersigned Parties certify, covenant and agree, for the benefit of Purchaser, its successors and assigns and any person or entity subsequently acquiring any interest in the Property and/or any portion thereof, as follows:

1. Attached hereto as Exhibit B, Exhibit C, Exhibit D and Exhibit E are true, correct and complete copies of the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment, respectively. No further amendments or modifications of any nature have been agreed to by the City and Mark Pirtle Gateway.

2. Attached hereto as Exhibit F is a true, correct and complete copy of the Letter of Intent dated June 2, 2005, with Exhibits 1, 2 and 3 attached thereto (the "Letter of Intent"). The Letter of Intent amended and replaced the letter of intent dated May 27, 2005, which is referenced in Section 11(a) of the Purchase Agreement. Notwithstanding the absence of a signature on behalf of the Murfreesboro Gateway Commission, the Letter of Intent was accepted and relied upon by the City.

3. None of the terms, conditions or provisions of the Agreement or the Letter of Intent apply to the Property, Purchaser or any person or entity subsequently acquiring any interest in the Property and/or any portion thereof, and all the terms, conditions and provisions of the Agreement and the Letter of Intent have been and in all things are hereby released, extinguished and are of no further force and effect whatsoever with respect to the Property, Purchaser and any person or entity subsequently acquiring any interest in the Property and/or any portion thereof.

4. Excepting only for applicable laws and ordinances and instruments, restrictions and covenants of record in the Register's Office for Rutherford County, Tennessee, there are no other agreements or understandings between the undersigned Parties with respect to or which may be binding on the Property, Purchaser or any person or entity subsequently acquiring any interest in the Property and/or any portion thereof.

5. Neither the Agreement nor the Letter of Intent shall be further amended or modified in any respect which is binding upon or which affects the Property, Purchaser or any person or entity subsequently acquiring any interest in the Property and/or any portion thereof.

6. The Cross Easement Road referenced and defined in Section 11(g) of the Agreement has been constructed and is governed by the Cross Easement and Maintenance Agreement recorded in Record Book 575, page 2678, Register's Office for Rutherford County, Tennessee, and is the only agreement between the City and Mark Pirtle Gateway that governs the Cross Easement Road.

7. The certifications, covenants and agreements of this Release are intended to benefit Purchaser and its successors and assigns and may be relied upon by Purchaser, its successors and assigns and/or any person or entity subsequently acquiring any interest in the Property and/or any portion thereof.

[End of text; signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties hereto have duly signed, sealed, and delivered this Release as of the date first above written.

CITY:

CITY OF MURFREESBORO, a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, **CITY RECORDER**

MARK PIRTLE GATEWAY:

MARK PIRTLE GATEWAY, LLC, a Tennessee limited liability company

By: _____
Name: Mark Pirtle
Title: Chief Manager

EXHIBIT A

Legal Description of Property

Land in Rutherford County, Tennessee, and being all of Lot No. 13, Final Plat, Lots 12 and 13, Section III, Parkway Office Park, Commercial Subdivision, according to survey and plat of same appearing of record in Plat Book 34, page 234, in the Register's Office for Rutherford County, Tennessee, to which plat reference is hereby made for a more accurate and complete description of said lot.

Being a portion of the same property conveyed to Pirtle-Defoor Gateway, LLC by Warranty Deed dated 12/16/2005 and filed for record on 12/20/2005 in Record Book 575, page 2692 and by Warranty Deed dated 10/03/2006 and filed for record on 10/04/2006 in Record Book 672, page 1615, of the Register's Office of Rutherford County, Tennessee. Pursuant to Articles of Amendment of record in Record Book 875, page 2484, said Register's Office, the said Pirtle-Defoor Gateway, LLC changed its name to Mark Pirtle Gateway, LLC.

EXHIBIT B

Original Agreement

[TO BE ATTACHED]

EXHIBIT C

First Amendment

[TO BE ATTACHED]

EXHIBIT D

Second Amendment

[TO BE ATTACHED]

EXHIBIT E

Third Amendment

[TO BE ATTACHED]

EXHIBIT F

Letter of Intent

[TO BE ATTACHED]

16841814.1

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for Sale and Purchase of Real Estate ("Agreement"), is by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation, ("Seller"), and PIRTLE-DEFOOR GATEWAY, LLC, a Tennessee limited liability company ("Buyer").

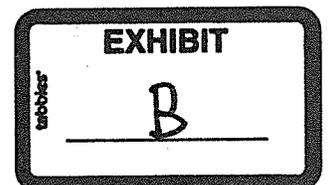
1. SALE AND PURCHASE; SURVEY

In consideration of the covenants contained herein, and other good and valuable considerations, Seller agrees to sell and Buyer agrees to purchase two parcels of unimproved real estate located on the north side of Wilkinson Pike and Medical Center Parkway in the City of Murfreesboro, Rutherford County, Tennessee, one parcel containing approximately 20 acres, and the other containing approximately 3.12 acres, both tracts being shown on the document attached hereto and incorporated herein as Tracts M and J respectively on Exhibit A, together with all appurtenances, rights, privileges, easements and advantages belonging thereto. The 20 acre parcel shall separately be referred to herein as Tract M. The 3.12 acre parcel shall separately be referred to herein as Tract J. Together, the sites shall be referred to as "Property".

Buyer and Seller do hereby agree that Seller shall cause a boundary survey of the Property (herein referred to as the "Survey"), to be made by a surveyor selected by Seller and duly licensed to perform said services within the State of Tennessee, to determine the true and accurate legal description and square feet contained in the Property. Said Survey should be made and delivered to Buyer within thirty (30) days of the Effective Date. In the event that the Survey is delivered more than thirty (30) days after the Effective Date, the Evaluation Period as defined hereinafter will be extended by the same number of days in excess of thirty (30) days as was required for delivery of the Survey.

The Buyer shall have thirty (30) days from delivery of the Survey to accept or reject the Survey. The Survey shall be approved, signed by both Seller and Buyer, and attached hereto as Exhibit B.

Upon acceptance of the Survey by both Seller and Buyer, Buyer shall pay Seller an additional Ten Thousand Dollars (\$10,000.00) of Earnest Money as defined hereinafter. If Buyer should fail to accept the Survey and fail to pay the second installment of Earnest Money within thirty (30) days of delivery of the Survey, Seller may declare the Agreement terminated or may waive Buyer's failures and continue to seek approval of a mutually agreeable Survey. In the later event, mutual approval of a Survey shall render the second installment of Earnest Money immediately due and payable. Seller and Buyer hereby further agree that the legal description of the Property to be set forth in the deed from Seller to Buyer shall conform to the Survey. The cost of the Survey shall be reimbursed to Seller from Buyer at closing. The cost of the Survey shall be in addition to the Purchase Price.



2. PURCHASE PRICE

The purchase price of Tract M shall be calculated on the basis of Five and 86/100 Dollars (\$5.86) per square foot. Based upon the estimated acreage of 20.00 in Tract M, the presumed purchase price for Tract M designated on Exhibit A shall be Five Million One Hundred One Thousand Ninety Four and no/100 Dollars (\$5,101,094.00). The purchase price for Tract J shall be calculated on the basis of Eight Dollars (\$8.00) per square foot. Based upon the estimated acreage of 3.12 acres, the presumed purchase price for Tract J designated on Exhibit A shall be One Million Eighty-Seven Thousand Two Hundred Fifty-Seven and 60/100 Dollars (\$1,087,257.60). The actual purchase price for the Property shall be calculated, in writing and prior to closing, by utilizing the square foot price set forth above and the actual square footage of the Property as determined by Exhibit B ("Purchase Price"). Subject to the adjustments set forth herein, on the Closing Date, as hereinafter defined, the Purchase Price shall be payable from Buyer to Seller in cash.

3. EARNEST MONEY

On the Effective Date as hereinafter defined, Buyer shall pay Earnest Money to Seller in the amount of Ten Thousand Dollars (\$10,000.00). The Earnest Money shall be credited against the Purchase Price of the Property at the time of closing.

4. CLOSING

Following Buyer's Evaluation Period and election to proceed to closing, the closing of the sale of the Property shall be held on or before the 30th day following the end of the Evaluation Period. This date, together with any extensions thereof, shall be referred to as the "Closing Date." The closing shall be held in the offices of the City Attorney for the City of Murfreesboro at 111 West Vine Street, Murfreesboro, Tennessee, or such other location as shall be mutually agreed upon by Seller and Buyer. On the Closing Date all papers legally required to carry out the terms of this sale shall be executed and delivered.

5. CONVEYANCE DOCUMENTS

On the Closing Date, Seller and Buyer, as applicable, shall execute and deliver to each other the following documents and such other documents and instruments of assignment and transfer as each party may reasonably require from the other in form and substance reasonably acceptable to the party from whom same is requested.

(a) Seller shall execute and deliver to Buyer a good and valid general Warranty Deed in form and substance reasonably acceptable to Buyer, conveying to Buyer good and marketable fee simple title to the Property without exceptions except as such exceptions may be approved by Buyer during the Evaluation Period.

(b) Seller shall execute and deliver to Buyer an owner's affidavit or other documentation sufficient to allow title to the Property to be insured to Buyer by Buyer without exceptions for liens for services, labor or materials, or for rights or claims of parties in possession not shown by the public records.

6. CLOSING COSTS

Seller shall be responsible for the payment of: all fees, costs and expenses incurred by Seller in connection with or relating to Seller's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Seller, except as specified herein; and, Seller's attorneys' fees.

Buyer shall be responsible for the payment of: the costs of any title binder obtained by Buyer and the premiums for any policy of title insurance issued pursuant thereto; all recording fees, costs, taxes and charges incurred in connection with recording the deed from Seller to Buyer; except as otherwise set forth herein, all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Buyer; and, Buyer's attorneys' fees.

7. REAL ESTATE COMMISSIONS AND FEES

Upon closing of the sale, Seller shall pay a real estate commission equal to four (4%) percent of the Purchase Price to The Parks Group.

Under no circumstances shall Seller or Buyer be responsible in whole or in part for any real estate commission or fee in connection with the sale of the Property other than as specified herein. The specified commission shall be paid by Seller only in the event that the sale is closed in accordance with this Agreement without regard for whether a failure to close is as a result of a breach or default by Buyer or Seller or from any other cause. Each party represents and warrants to the other that except as set forth above, no real estate broker or agent is entitled to the payment of a commission or compensation with respect to the actions of such party in connection with the execution of this Agreement or the transfer of the Property. Each party shall indemnify and save the other party wholly harmless against any loss, cost or other expense, including reasonable attorney's fees, that may be incurred by such other party by reason of any breach of the foregoing warranty.

8. EVALUATION PERIOD

Buyer shall have a period of one hundred twenty (120) calendar days after the Effective Date of this Agreement for an Evaluation Period. The Evaluation Period may be extended as provided in Section 1. If, for any reason whatsoever, Buyer is not completely satisfied with all aspects of the Property, including, without limitation, the feasibility of development of the Property as intended by Buyer, Buyer shall have the right to terminate this Agreement by notice to Seller on or before the expiration of the Evaluation Period. If Buyer shall terminate this Agreement by notice to Seller on or before the expiration of the Evaluation Period, retention of the Earnest Money paid by Buyer shall be Seller's only right or remedy, and Seller and Buyer shall be released from further liability to each other under this Agreement.

During the Evaluation Period, Buyer may go on the Property through Buyer's own personnel, agents, consultants, and engineers as needed to inspect, examine, study, survey or otherwise do whatever Buyer reasonably deems necessary by way of engineering and planning for the development of the Property. This privilege shall include the right to make soil test borings, or other tests required to obtain information necessary to determine subsurface conditions provided, however, Buyer shall not conduct any blasting operations on the Property without Seller's prior written consent which may be conditioned upon receipt of proof of adequate insurance protecting Seller from any liability for such blasting. Buyer shall substantially restore the Property to its original condition should Buyer undertake any such test or engineering work. Buyer shall indemnify and hold Seller harmless from all loss, damage or expense, including any claims of third parties for damaged personal property or personal injury arising from or attributable to Buyer's inspection or testing of the Property or use thereof prior to the Closing Date.

Upon the expiration of the Evaluation Period, Buyer shall pay Evaluation Money in the amount of Ten Thousand Dollars (\$10,000.00) to Seller. The Evaluation Money shall be credited against the Purchase Price of the Property at the time of closing. If the Buyer fails to timely pay the Evaluation Money, Seller may declare the Buyer to be in breach of the Agreement and terminate the Agreement. In such event, Seller shall be entitled to retain the Earnest Money and neither party shall have any further right or remedy against the other.

9. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE

The obligation of Buyer to close the transaction contemplated herein is subject to the following conditions precedent:

(a) On the Closing Date, Seller shall have performed all covenants and agreements of Seller contained herein, and all representations and warranties of Seller contained herein shall be true and accurate; and

(b) On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, proposed or issued by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect Buyer's ability to purchase the Property and to develop the Property for its intended uses, provided, however, that this condition precedent shall not be affected by Seller's imposition of protective covenants upon the Property or by Seller's imposition of any special taxing district or agreement which does not increase the amount of tax to be paid by Buyer or subsequent owners or lessees of the Property.

10. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER

Seller covenants, represents and warrants to Buyer that:

(a) Seller has not received any actual notice that the Property is not in compliance with any applicable statute, ordinance, rule, regulation, requirement or code;

(b) Seller has not and is not presently using, and, to the best of Seller's actual knowledge, based solely upon the information contained in the Phase I Environmental Report supplied to Buyer, no other person or entity has used the Property for the storage, disposal, treatment or release of hazardous substances, hazardous waste or hazardous material, as such terms are defined in any applicable statute, ordinance, rule, regulation, requirement or code, the removal of which is required or the maintenance of which is prohibited or penalized thereby, and the Property is free of all such hazardous substances, waste and material. Seller agrees to indemnify and hold Buyer harmless from and against all losses, costs, damages, expenses, claims and liabilities, including reasonable attorneys' fees, arising out of or in connection with Seller's own use or maintenance of the Property in violation of any such statutes, ordinances, rules, regulations, requirements or codes;

(c) There are no encumbrances, liens or charges of any kind upon the Property which will not be satisfied and discharged in full by Seller and released, on or before or as soon as reasonably possible after the Closing Date, in form reasonably satisfactory to Buyer; and, provided further, that if any encumbrance, lien or charge shall not be timely satisfied, discharged and released, Seller shall hold Buyer harmless from, and indemnify Buyer against, any and all damages caused thereby;

(d) After the Effective Date, Seller will not enter into any contract, agreement or other arrangement, written or oral, relating to the ownership, use or operation of the Property, other than the imposition of protective covenants upon the Property, which will unreasonably interfere with Buyer's intended use of the Property;

(e) There is no pending nor, to the best of Seller's actual knowledge, threatened litigation that does or will materially and adversely affect the Property or its value or that does or will materially and adversely affect Seller and its ownership of the Property; and

(f) Seller has good and marketable fee simple title to the Property, and has not previously sold, transferred or assigned, agreed to sell, transfer or assign, and on or before the Closing Date will not agree to sell, transfer or assign all or any part of, or any interest, beneficial or otherwise, in, the Property to any other person or entity.

(g) That there are no taxes or assessments on the Property which are presently due and payable.

(h) Seller shall permit Buyer to construct an entrance ("curb cut") on Wilkinson Pike entering into Tract M and being approximately 200 feet west of the intersection of Wilkinson Pike and Medical Center Parkway provided that the curb cut

shall be constructed to all Murfreesboro or other appropriate governmental regulatory agency standards.

(i) That the Seller will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations, and that the covenants, warranties and provisions set forth in the foregoing provisions clearly intended to survive the Closing shall not merge into the documentation from this transaction and shall survive the Closing of this transaction. Seller shall notify Buyer of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Date.

11. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer covenants, represents and warrants to Seller that:

(a) Buyer intends to use the Property for the purposes described in its Letter of Intent dated May 27, 2005 and as Buyer has represented to the Murfreesboro City Council and Murfreesboro Gateway Commission.

(b) Buyer understands that, at any time, the Gateway Design Overlay District zoning standards applicable to the Property may be changed.

(c) Buyer understands that, at any time, the Property may be made subject to a governmental district, zone or agreement dedicating or allocating sales taxes, property taxes or other tax proceeds generated on or from the Property or uses thereof, for a special use or uses and Buyer agrees for itself and, by inclusion of a provision in all subsequent deeds or leases of the Property, for any and all future owners and tenants of its Property to consent and raise no objection to any such district, zone or agreement, provided said action does not prevent Buyer from developing the Property for its intended use and provided further that said action does not increase the amount of tax paid by Buyer or subsequent owners or lessees of the Property; and

(d) Buyer acknowledges that Seller shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Buyer's proposed use or development of the Property would be subject if the Property were being sold by a private person or entity rather than a municipal government. Approval of this Agreement or any of its terms or provisions shall not in any way function as a substitute for any approval of any use or development of the Property by Buyer which is otherwise required by local, state or federal law.

(e) By executing this Agreement Buyer is representing that it is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said

term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Buyer represents and commits that no compensation, kickback, gratuity, or other payment or gift of value will be made by Buyer or any intended owner or tenant of the Property to any of the individuals hereinabove mentioned; ordinary campaign contributions are not hereby prohibited.

(f) Buyer understands and acknowledges that the Property will be made subject to the Declaration of Protective Covenants and Property Owner's Association for the Commerce Center dated January 17, 2003, and of record at Book 224, Pages 407 through 448, and at Book 574 page 2267, all of the Register's Office for Rutherford County, Tennessee, and that these Protective Covenants require that Buyer complies with design guidelines.

(g) Buyer and Seller agree that a road needs to be constructed for internal traffic beginning at Tract N and running parallel to Wilkinson Pike (previously known as Manson Pike), through Tract M and connecting with the public street between Tract M and Tract L and continuing through Tract G along its boundary with Tracts L and K and continuing between the boundaries of Tracts J and F. This road, hereinafter known as the "Cross Easement Road" will be designed and built by Buyer for the portion in Tract M. The design standards and location of the Cross Easement Road for this portion will be as mutually agreed by the Seller and Buyer. Should other portions of the Cross Easement Road be built at the same time across portions of tracts sold or under contracts for sale to other purchasers, the agreement of such other purchasers will also be required. The cost of constructing and maintaining the Cross Easement Road shall be allocated reasonably between the purchasers of all tracts benefited and prorated based on acreage of the tract so benefited (i.e. F, G, J, K, M, N as shown on Exhibit A.) Provided, however, the cost of constructing the road across Tract M shall be solely the expense of Buyer. Seller shall require the purchasers from Seller of the land benefited (i.e. F, G, J, K, M, N as shown on Exhibit A) to enter into a Cross Easement Agreement with Buyer as a condition of sale. The Cross Easement Agreement shall be in form as agreed to between Buyer and Seller prior to the Closing Date. The Cross Easement Agreement shall provide for the allocation of costs as described above and for use of the Cross Easement Road which shall be constructed and maintained as a private road. In the event Buyer purchases Optional Tract G, Buyer agrees to extend the Cross Easement Road behind Tract L and on the back boundary lines of Tract J and K as shown on Exhibit A intersecting with the Connector Road.

The Cross Easement Road on Tract M shall be completed within three (3) years following the Closing Date. The Cross Easement Road between Tracts J and F shall be completed within one (1) year from the date of commencement of construction on Tract J. The Cross Easement Road on the front of Tract G and between Tracts G and K shall be completed within one (1) year from the date of commencement of construction on Tract G.

(h) Buyer agrees to mitigate the wetland area on Tract G of the Optional Land pursuant to a mutual plan to be determined by Seller and Buyer. In consideration of Buyer mitigating said area, Seller agrees to credit the Buyer \$65,000.00 of the

mitigation cost or the entire mitigation cost, whichever is less, such credit to be applied at the closing of the Optional Land. In the event Buyer does not exercise its option to purchase Tract G, Seller will reimburse Buyer for such costs incurred by Buyer in mitigating the wetland area. Such mitigation cost shall include engineering/consulting, permitting and cost of mitigation credits. The mitigation shall be accomplished prior to the Closing Date.

(i) Buyer shall have a geotechnical study performed on Tracts J and K. The geotechnical report shall indicate the amount of certified compacted fill for each Tract necessary to elevate the land on said Tracts to the same elevation as the 100 year floodplain currently affecting said Tracts. Buyer will have the work performed, tested and certified. The cost of elevating the Tracts in conformance with the geotechnical report including the cost of the study, reports and certification shall be paid by Buyer (the "Fill Credit"); however, at Closing of Tract J and at the Closing for the Optional Land (Tract K), Seller shall be charged and Buyer will be credited with all of such Fill Credit for such Tract being Closed subject to the Fill Credit limit as hereinafter stated. Buyer will hold the Seller harmless for any claims arising from such fill work. The Fill Credit, however, shall not exceed \$162,100.00 for Tract J and \$13,330.00 for Tract K.

(j) Buyer shall pay Seller, in addition to the Purchase Price, the sum of \$96,960.00 at such time as the Connector Road (see Exhibit A for location) is completed by the Seller, provided that Buyer has closed on Tract J. Said sum represents the only contribution required from Buyer regarding the construction of said road.

(k) Buyer shall construct, at its cost, serpentine sidewalks pursuant to Murfreesboro standards and design along Wilkinson Pike. The location of the sidewalks will be as directed by Seller but shall only be required along Wilkinson Pike, the Connector Road and the Unnamed road adjacent to the boundaries of the Tracts that have been Closed. The sidewalk bordering each Tract or parcel of a Tract shall be constructed prior to Buyer receiving a certificate of occupancy for such Tract or parcel thereof.

(l) Buyer intends to use Seller's repurified water (effluent reuse from the wastewater treatment plant) for spray irrigation of the Property, when available at a cost equal to or less than potable water, it being acknowledged by Buyer that use of the repurified water for this purpose is a material term and condition of this Agreement.

(m) That the Buyer will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations, and that the covenants, warranties and provisions set forth in the foregoing provisions clearly intended to survive the Closing shall not merge into the document from the transaction and shall survive the Closing of this transaction. Buyer shall notify Seller of any material change which occurs in or

pertaining to the foregoing warranties and representations from the date hereof through the Closing Date.

12. CONDEMNATION

If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, all Earnest Money shall be returned to Buyer, and Seller and Buyer shall be released from further liability to each other under this Agreement. The term "Substantial Portion" shall mean a portion of the Property which will render the Property unsuitable for development as intended by Buyer if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

If on or before the Closing Date less than a Substantial Portion of the Property becomes the subject of a pending or threatened condemnation or similar proceeding, or is taken through any power of eminent domain, Buyer shall have the option, exercisable by written notice to Seller on or before the earlier of: (a) the Closing Date; or (b) the expiration of thirty (30) calendar days after Buyer's receipt of notice of such taking or pending or threatened condemnation or similar proceeding, either: (i) to terminate this Agreement in which event all Earnest Money shall be returned to Buyer, and Seller and Buyer shall be released from further liability to each other under this Agreement; or (ii) to close the purchase of the Property under the terms hereof, in which event Seller shall: (a) assign to Buyer all of Seller's right, title and interest in and to such pending or threatened condemnation or similar proceeding and all sums payable to Seller in connection therewith; and (b) fully cooperate with Buyer in Buyer's defense and settlement of such pending or threatened condemnation or similar proceeding.

13. SEWER ASSESSMENT

Seller represents and Buyer acknowledges that the Property is not located within a special sewer assessment district and is not subject to the payment of a sewer assessment fee.

14. TAXES

Real and personal property ad valorem taxes upon the Property assessed for the year in which the Closing Date occurs, regardless of when due and payable, shall be prorated. If the amount of such taxes for the year in which the Closing Date occurs cannot reasonably be determined, the apportionment of such taxes shall be based upon the amount thereof for the next preceding tax year which shall be readjusted when the amount of such taxes is finally determined.

15. RIGHT TO REPURCHASE

Buyer acknowledges that a material and valuable consideration for the sale of the Property was Buyer's representation that it would construct improvements on the

Property and parcels thereof as described in its Letter of Intent to Seller dated May 27, 2005, which improvements were deemed by Seller to be probable of generating jobs, economic growth, and tax revenues which would be beneficial to Seller. Should Buyer fail to make a visible commencement of construction of the real estate improvements as described in Buyer's Letter of Intent, which construction has received all required governmental approvals and all approvals required by applicable protective covenants, within the following schedule after the closing of the sale of the Property Seller shall have the right to purchase the Property for the same per square foot amount as paid by Buyer to Seller under the terms of this Agreement. This provision shall not be construed to prohibit Buyer from subdividing the Property provided that any such subdivision must be in accordance with applicable laws and regulations. This right to repurchase the Property shall be made a condition of the deed and shall survive the closing of this transaction.

Tract	Commencement of Construction Deadline
J	Within 4 years following Closing Date
M	Within 3 years following Closing Date
Optional Tracts G and K	Tract G or K within 3 years following Closing Date of the Option Tracts. The Tract not commenced within 3 years must be commenced within 4 years following Closing Date of the Option Tracts.

Commencement of Construction on any tract prior to the deadline shown in the schedule shall terminate Seller's option to repurchase the remainder, if any, of said Tract so improved.

Nothing in this section shall be construed to prohibit Buyer from mortgaging the Property and from executing a deed of trust or other instrument transferring title to the Property as security for a loan. Buyer shall seek Seller's approval to sell, transfer, or assign its right, title and interest in the Property to another entity for a purpose other than as stated in the Letter of Intent.

16. UTILITES AND INFRASTRUCTURE

On or before sixty (60) days following Closing Date, all utilities within the control of Seller (electricity, water and sewer) shall be installed and operational at the property line of the Property of sufficient size and quantity to accommodate the intended development of the Property provided that Buyer shall have provided Seller with specific information regarding the sizes and quantities of all required utilities as soon as practicable and in no event later than ninety (90) days prior to the Closing Date.

On or before the Closing Date, Seller shall have commenced construction of the Connector Road and shall proceed diligently to complete the road within 360 days thereafter. Buyer shall have the right to extend the Unnamed Road and sidewalks, (shown on the east side of Tract L on Exhibit A) within the western boundary of Tract G, and may choose to dedicate the road to public use. However, and in the event Buyer extends the road within the western boundary of Tract G but then does not exercise its option to purchase Tract G, Seller will reimburse Buyer for one-half the cost of

constructing the road. The road shall have been constructed to the Seller's standards for public streets and sidewalks and within reasonable costs. A temporary construction easement shall be granted to Buyer to construct the Unnamed Road extension onto Tract G, and following completion, a temporary ingress and egress easement shall be granted to Buyer for an indefinite period ending only upon Buyer's purchase of Tract G or Buyer's dedication of the road to public use, whichever occurs first. Location of the road within G must be approved by Seller. Buyer will hold harmless Seller from mechanics and materialmen claims arising from the work.

17. ENVIRONMENTAL

Seller has secured and furnished to Buyer a Phase I Environmental Report on the Property. If Buyer should, at its own discretion and its own expense, obtain a Phase II Environmental Report on the Property which indicates the presence of contamination or hazardous materials, or the presence of an environmental problem which would impair Buyer's use of the Property, Buyer shall notify Seller and raise any specific objection it has to the environmental condition of the Property. If Seller is unable to remove the contamination or hazardous materials or resolve the environmental problem prior to the Closing Date, Buyer shall have the right to terminate the Agreement and shall be entitled to the return of its Earnest and Evaluation Money.

18. BUYER'S OPTION TO PURCHASE ADDITIONAL PROPERTY

In further consideration of the Earnest Money paid in accordance with this Agreement, Buyer is hereby granted an option to purchase the land ("Optional Land") consisting of an approximate 11.05 acre tract (shown as Tract G on Exhibit A) and an approximate 3.47 acre tract (shown as Tract K on Exhibit A).

(a) Seller shall cause the Optional Land to be surveyed within ninety (90) days Effective Date of this Agreement and the property description prepared, approved and signed by both Buyer and Seller and attached hereto as Exhibit C. The cost of the survey shall be reimbursed to Seller from Buyer at the closing of the sale of the Optional Land.

(b) The Option Price of the Optional Land shall be four dollars (\$4.00) per square foot as determined from the aforesaid survey for Tract G and six dollars (\$6.00) per square foot as determined from the aforesaid survey for Tract K.

(c) Buyer shall have twelve (12) months (the "Option Period") from the Closing Date of the Property to exercise the option granted herein. Exercise of the option shall be made by Buyer's written notice to Seller within the Option Period specifying either or both of the Optional Land Tracts Buyer intends to purchase. Failure to provide notice will void the option. If Buyer elects to exercise the option, Buyer shall have sixty (60) days thereafter in which to close.

(d) Prior to closing on the Optional Land, Seller shall have completed electrical, water and sewer utilities to the property line of the Optional Land.

(e) All of Seller's representations in Section 10 of this Agreement shall be applicable to the Optional Land unless clearly intended otherwise.

(f) All of the provisions in Sections 5, 6, 7, 9, 11, 12, 13, 14, and 16 through 22 hereof shall be applicable to the Optional Land unless clearly indicated otherwise therein or unless modified by the terms of this Section 18. Section 15 shall also apply to the Optional Land but Seller shall have no right to repurchase Optional Land unless there has been no visible commencement of construction on the Optional Land within three (3) years of the closing of the sale of the Optional Land.

19. DEFAULT

If either party breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by a party in this Agreement is untrue, false or incorrect, or if a party shall not have performed any of that party's obligations herein set forth, then the other party shall be entitled to:

(a) close the transaction contemplated by this Agreement, thereby waiving such breach, default or failure;

(b) postpone closing hereunder for thirty (30) days, or such longer period of time as the non-breaching party may designate, during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either 19 (a) above or 19 (c) below; or

(c) seek all of the non-breaching party's rights and remedies at law or equity including, but not limited to, specific performance of this Agreement and of the breaching party's obligations, duties and covenants hereunder or termination of this Agreement, including, if the breaching party is the Seller, the return of the Earnest and Evaluation Money; the non-breaching party shall also be entitled to recover all of the non-breaching party's damages, including all attorneys' fees and court costs.

20. APPLICABLE LAW

The validity, construction, interpretation and performance of this Agreement shall always be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary, and venue for any action concerning it shall be in Rutherford County, Tennessee.

21. TIME

Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event that any act of God, or any act of war or terrorism, impacts Seller's or Buyer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time of performance.

22. ENTIRE AGREEMENT

The Buyer and Seller agree that this Agreement contains or incorporates the entire agreement between the parties. The terms of this Agreement shall apply to and bind the heirs, successors and assigns of the parties.

This Agreement shall not be construed in favor of Buyer on the basis that it was drafted by Seller or on the basis that Seller is a governmental entity. It shall be construed, in the event interpretation is necessary, with due consideration for the representations made by Buyer, both oral and written, to Seller and to Seller's representatives, the Murfreesboro Gateway Commission, and the Murfreesboro City Council including specifically all representations made in Buyer's Letter of Intent and any amendments thereto. Buyer shall be deemed to be fully familiar with Seller's laws and regulations applicable to the Property and Seller shall have no special duty to specifically disclose or discuss its laws and regulations applicable to land development with Buyer.

23. NOTICES TO SELLER AND BUYER

Any notice required or permitted hereunder shall be given in writing either: (i) by personal delivery, in which event such notice shall be effective upon receipt; (ii) by telefax or other similar telephonic transmission, in which event such notice shall be effective upon receipt; or (iii) by Federal Express or other similar overnight courier service, in which event such notice shall be effective upon the earlier of receipt by the addressee or the day promised for delivery by such courier service, or if said day is not a business day, on the first business day following the day promised for delivery by such courier service; or (iv) by United States registered mail, return receipt requested, in which event such notice shall be effective upon receipt. All such written notices shall be addressed to the parties identified below:

SELLER

Roger G. Haley, City Manager
City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133-1139
Telephone: (615) 849-2629
Facsimile: (615) 849-2679

WITH A COPY TO

Susan Emery McGannon, City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044
Telephone: (615) 849-2616
Facsimile: (615) 849-2662

WITH A COPY TO

Steven Dotson, Chairman Gateway
Commission
1418 Kensington Square Court
Murfreesboro, TN 37130
Telephone: (615) 907-2000
Facsimile: (615) 904-1738

BUYER

Pirtle-Defoor Gateway, LLC
c/o Mark Pirtle
3018 N. Thompson Lane
Murfreesboro, TN 37129
Telephone: (615) 896-4354

WITH A COPY TO

David Kious, Attorney at Law
KIOUS & RODGERS
503 N. Maple Street
Murfreesboro, TN 37130
Telephone: (615) 895-5566
Facsimile: (615) 895-8452
John Harney
The Parks Group
Post Office Box 5049
Murfreesboro, TN 37133-5049
Telephone: (615) 896-4045
Facsimile: (615) 907-5993

24. EFFECTIVE DATE

This Agreement shall take effect and become legally binding upon its execution by both Buyer and Seller (the "Effective Date"). It is the date the last party, either Seller or Buyer, executes this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Seller and Buyer on the dates set forth below their respective signatures hereto and shall be effective upon 7-15-05.

"SELLER"

CITY OF MURFREESBORO, TENNESSEE

By: Johnny Craig
Title: Mayor
Date: 7-14-05

"BUYER"

PIRTLE-DEFOOR GATEWAY, L.L.C.

By: Mark Pirtle
Title: Chief Manager
Date: 7-15-05

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("First Amendment") made and entered into as of this 1st day of December, 2005, by and between **CITY OF MURFREESBORO, TENNESSEE** ("Seller"), and **PIRTLE-DEFOOR GATEWAY, L.L.C.**, a Tennessee Limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate, dated July 15, 2005 ("Agreement"), whereby Buyer agreed to purchase Property from Seller including certain unimproved real estate identified as Parcel M located along Wilkinson Pike and Medical Center Parkway in the City of Murfreesboro, Tennessee; and,

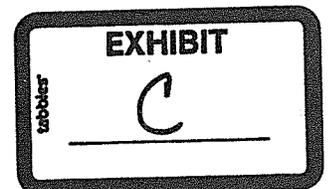
WHEREAS, Buyer and Seller desire to expand the size of Parcel M by approximately 0.4564 acres to facilitate an improved site plan and access by eliminating a frontage road on Parcel M.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree to amend the Agreement but only as follows:

1. Section 1 of the Agreement is amended by increasing the size of Parcel M from "20 acres" to "20.4564 acres." The additional 0.4564 acres is located east of the previously described Parcel M, as shown on the drawing attached as Exhibit A-1.

2. Section 10(h) of the Agreement is deleted in its entirety and replaced with the following: "Seller shall permit Buyer to construct a right-in, right-out entrance along the east boundary of Parcel M and a second entrance approximately 200 feet west of the intersection of Wilkinson Pike and Medical Center Parkway, provided both are constructed to all Murfreesboro and other governmental regulatory agency standards."

Except as expressly amended and modified herein, the Agreement shall remain in full force and effect and Seller and Buyer do hereby ratify and affirm the same.



IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the day and year first above written.

"SELLER"

"BUYER"

CITY OF MURFREESBORO, TENNESSEE
L.L.C.

PIRTLE-DEFOOR GATEWAY,

By: Tommy Brazz

By: Mark Pirtle

Title: MAYOR

Title: Chief Manager

Date: 12-15-05

Date: 11-30-05

Approved as to form:

Susan Emery McGannon
Susan Emery McGannon, City Attorney

SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Second Amendment") made and entered into as of this ____ day of December, 2005, by and between **CITY OF MURFREESBORO, TENNESSEE** ("Seller"), and **PIRTLE-DEFOOR GATEWAY, L.L.C.**, a Tennessee Limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate, dated July 15, 2005 ("Agreement"), whereby Buyer agreed to purchase Property from Seller including certain unimproved real estate identified as Parcel J, Parcel K, and Parcel M located along Wilkinson Pike and Medical Center Parkway in the City of Murfreesboro, Tennessee; and,

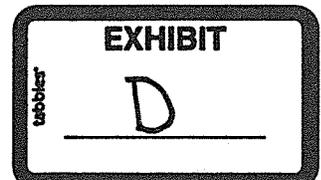
WHEREAS, the Agreement was amended by the First Amendment ("First Amendment") to Agreement for Purchase and Sale of Real Estate entered on December 15, 2005; and,

WHEREAS, Buyer and Seller desire to rename Parcel J and Parcel K to conform to the plats recorded in the Register's Office of Rutherford County, Tennessee for those two parcels of land on December 1, 2005, and rename Parcel M to conform to the Plat to be recorded on December 16, 2005 without in any way changing the legal obligations of Seller or Buyer with regard to these three parcels.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree to amend the Agreement, as amended by the First Amendment, but only as follows:

1. All references to "Parcel J" shall be amended to read "Parcel J – Lot 2."
2. All references to "Parcel K" shall be amended to read "Parcel J – Lot 1."
3. All references to "Parcel M" shall be amended to read "Parcel M – Lot 1."

Except as expressly amended and modified herein, and by the First Amendment, the Agreement shall remain in full force and effect and Seller and Buyer do hereby ratify and affirm the same.



IN WITNESS WHEREOF, Seller and Buyer have executed this Second Amendment as of the day and year first above written.

"SELLER"

"BUYER"

CITY OF MURFREESBORO, TENNESSEE

PIRTLE-DEFOOR GATEWAY, L.L.C.

By: Tommy Bragg, Mayor

By: Mark Pirtle

Title: _____

Title: Co- Chief Man.

Date: 12-15-05

Date: 12-16-05

Approved as to form:

Susan Emery McGannon
Susan Emery McGannon, City Attorney

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THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Third Amendment") made and entered into as of the 25th day of January, 2007, by and between CITY OF MURFREESBORO, TENNESSEE ("Seller"), and PIRTLE-DEFOOR GATEWAY, L.L.C., a Tennessee Limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate, dated July 15, 2005 ("Agreement"), whereby Buyer agreed to purchase Property from Seller including certain unimproved real estate identified as Parcel J, Parcel K, and Parcel M located along Wilkinson Pike and Medical Center Parkway in the City of Murfreesboro, Tennessee; and,

WHEREAS, the Agreement was amended by the First Amendment ("First Amendment") to Agreement for Purchase and Sale of Real Estate entered into as of December 1, 2005; and,

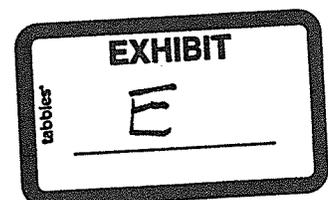
WHEREAS, the Agreement was further amended by the Second Amendment ("Second Amendment") to Agreement for Purchase and Sale of Real Estate entered into as of December 16, 2005; and

WHEREAS, Buyer and Seller desire to make certain additional changes to the Agreement, as such are set forth herein.

NOW, THEREFORE, for valuable mutual considerations, including but not limited to the benefits accruing to the parties by virtue of the execution of this Third Amendment, the parties hereto agree to the following:

1. Section 18. (c) of the Agreement is amended by adding at the end thereof the following: "Notwithstanding the above, Buyer shall have until July 15, 2007, to close the purchase of the property now known as Parcel J-Lot 1."

Except as expressly amended and modified herein, and by the First Amendment, the Agreement shall remain in full force and effect and Seller and Buyer do hereby ratify and affirm the same.



IN WITNESS WHEREOF, Seller and Buyer have executed this Second Amendment as of the day and year first above written.

"SELLER"

"BUYER"

CITY OF MURFREESBORO, TENNESSEE
L.L.C.

PIRTLE-DEFOOR GATEWAY,

By: Johnny Gregg Mayor

By: Mark A. Pirtle

Title: _____

Title: Chief Manager

Date: 2-1-07

Date: 1-23-07

Approved as to form:

Susan Emery McGannon
Susan Emery McGannon, City Attorney

Kious & Rodgers

Lawyers

David W. Kious
John W. Rodgers
James P. Barger
G. Christopher Holder

503 NORTH MAPLE STREET
MURFREESBORO, TN 37130
www.kiousandrodgers.com
email: dkious@kiousandrodgers.com

Phone: (615) 895-5566
Fax: (615) 895-8452

June 2, 2005

Murfreesboro Gateway Project
Chairman Steven Dotson
111 West Vine Street
Murfreesboro, Tennessee 37130

RE: Letter of Intent

Dear Mr. Dotson:

On behalf of PIRTLE and DEFOOR GATEWAY PARTNERSHIP (the "Company"), please accept this document as the Company's letter of intent to purchase two primary sites totaling 22.92 acres and an optional 19.4 acre site from the City of Murfreesboro.

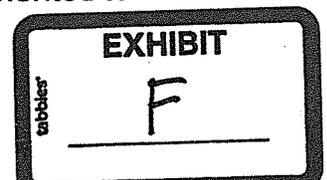
SECTION A

PIRTLE and DEFOOR GATEWAY PARTNERSHIP is a Tennessee Partnership. Mr. DeFoor has been in the development and construction industry for twenty years. His home address is 6110 Shallowford Road, Chattanooga, Tennessee 37421. Three of Mr. DeFoor's recent projects were developed under Ken DeFoor Developments and are known as The Corporate Image at Northgate, The Corporate Image at Shallowford Commons and The Corporate Image at Gunbarrel. Those projects are featured on the internet at www.defoordevelopments.com. See the attached Northgate marketing brochure.

Mark Pirtle is a local businessman and real estate developer who has established a presence and excellent reputation in the Community. His projects in Murfreesboro and Rutherford County are known for their quality and contribution to the commercial landscape.

SECTION B

The Company's proposal for the first primary site consists of developing and constructing a class "A" office complex consisting of three phases on a twenty (20) acre site. The back phase (see attached rendering) will have eight one story office condos for professional office use. The middle phase will consist of mid-rise (2 to 3 story) 40,000 to 60,000 sq. ft. professional office spaces contemplated for two large scale users. The front phase as shown on the exhibit 2 rendering leaves space for 3-4 independent building tracts to be oriented to Financial Institution, Fine Dining and Related Office Service uses.



The Company's proposal for the second primary site and the optional site consists of a development designed along the lines of the first primary site.

SECTIONS C and D

The first primary site is a twenty acre parcel located at the north side of the intersection of Manson Pike and Medical Center Parkway. See attached exhibits 1, 2 and 3.

The second primary site is a 2.92 acre site composed of the balance remaining in site K and a portion of site G. See attached exhibit 1 and an exhibit to follow as late filed showing the approximate 2.92 site.

The Company also proposes to option a 19.4 acre parcel adjacent to the first primary parcel and located behind the current Consumer Insurance project. The 19.4 acres is divided into a 3.22 acre parcel and a 16.18 acre parcel for pricing purposes.

SECTION E

See Section B

SECTION F

Site work would begin thirty to sixty days after closing.

SECTION G

The offered price is \$6,118,656.00 for the two primary purchase sites, and \$6.00 per square foot for the 3.22 acre parcel of the optional tract and \$4.00 per square foot for the remaining 16.18 acre parcel of the optional tract for a total optional tract price of \$3,660,782.00. The optional tract contains wetlands that the Company would be responsible for remediation. The purchase price would be reduced \$ for \$ by the cost of remediation as mutually agreed by the Company and the City. During the feasibility period, the Company and City will determine the fill needed to raise the grade on the 2.92 acre primary site and a portion of the 3.22 acre parcel of the optional site. The work and all costs associated with the fill will be paid by Company but reduction to the purchase price would need to be made as mutually agreed by the Company and the City.

SECTION H

Employment projections, types of jobs and average salary are unknown at this time.

SECTION I

For the two primary sites, value of land and improvements are projected to total between 40 and 45 million dollars.

SECTIONS J and K

omitted

SECTION L

Approximately twenty-one days would be needed between finalizing the letter of intent and executing the contract.

SECTION M

The proposed feasibility period would be 180 days.

SECTION N

The proposed date of closing would be thirty days following feasibility period. The optional tract would be exercised and closed within 12 months from the closing on the primary tracts.

SECTION O

There may need to be negotiations concerning the existing grade elevations versus the required minimum floor elevations and negotiations following geotechnical testing as to the quality of the fill and compaction requirements.

The Company understands and agrees that it would share equally in the cost of a proposed public road along the depth of the west boundary of the 20 acre primary site and another proposed public road along the depth of the west boundary of the 2.92 acre primary site. A cross connector street on the 20 acre tract would be constructed by Company but the Company would expect some agreement for shared cost and maintenance depending on the projected use from adjacent owners.

Additionally, the following terms and conditions are acknowledged:

1. That the Commission has been appointed by the Murfreesboro City Council to exclusively receive and negotiate proposals for the sale of City-owned property known as the Murfreesboro Gateway. While the Commission has

adopted a process for such negotiations, of which this proposal is a part, the Commission retains the power to modify such process at any time.

2. The Commission does not have legal power to bind the City of Murfreesboro to the sale of any property, or to any terms or conditions of sale, but only the power to recommend a sale and terms and conditions thereof to the Murfreesboro City Council.

3. Proposals submitted to the Commission are public records, as are any resulting Letters of Intent, Contracts of Sale, and related documents. The submission of a letter of intent does not imply any rights or exclusivity; multiple letters of intent may be submitted for the same location for the same meeting by different parties.

4. The Commission will consider Proposals for Letters of Intent at public meetings and may: accept a Proposal and approve the entry into a Letter of Intent in accordance with its terms; reject a Proposal as submitted without taking any additional action; or, reject a Proposal as submitted but authorize entry into a Letter of Intent upon specified modification(s) of the terms of the Proposal.

5. If the Commission enters into a Letter of Intent with a Purchaser, the Commission and its negotiators will negotiate exclusively with Purchaser to develop a Contract of Sale they believe will be acceptable to the Commission and the City Council and will not negotiate with any other prospective purchaser for the same Murfreesboro Gateway property for a period of time of not less than fifteen (15) days nor more than sixty (60) days. The Commission, if it approves a Proposal, will specify the number of days that Purchaser and Commission's negotiators and staff will have to prepare a proposed Contract for Sale and have the Commission consider it. As part of this Proposal, the Purchaser will specify the number of days Purchaser is requesting for this purpose and Purchaser's justification therefore. The Contract of Sale shall be prepared using the City's standard format and terms and conditions. If the Commission has not favorably recommended a Contract of Sale to the City Council within the specified time, or if the City Council rejects the proposed Contract of Sale, Purchaser understands that the Commission's negotiators may negotiate with other prospective purchasers of the property. The Commission will not negotiate with any other prospective purchaser subsequent to Commission's favorable recommendation and prior to City Council action.

6. The Commission and the City shall have no obligation to Purchaser for any expense incurred by Purchaser in preparing the information necessary for submission of a Proposal, a Letter of Intent or a Contract of Sale, regardless of the outcome of any negotiations.

7. The Commission shall provide Purchaser with access to its information and all reports about the property in its possession and shall provide one (1) copy of any such report upon request without charge. Commission shall also

make available additional copies of any such information but, depending on their length and the number of copies requested, a reasonable charge for additional copies may be imposed.

8. The Purchaser agrees that any description or map attached to the Proposal and accepted as part of a Letter of Intent is only illustrative of the Property's location and size. The final location of boundaries of the property to be purchased will be determined by a survey performed by the City's selected surveyor. The cost of the survey will be reimbursed to the City if and when the sale is closed. Said expense reimbursement will be in addition to the purchase price. The City will have sole and final authority to make boundary determinations.

9. Purchaser understands that the Contract of Sale will provide that City will have the first right to purchase the property if Purchaser seeks to sell it without building improvements on it for the same price as the Purchaser pays the City.

10. In addition to any and all development requirements to which Purchaser will be subject as a matter of federal, state or local law, Purchaser understands and acknowledges that the property will be subject to City's imposition of Protective Covenants prior to sale and that these Protective Covenants will require that Purchaser belong to a Property Owner's Association and comply with Design Guidelines imposed by that entity.

11. Neither Purchaser's submittal, nor the Commission's acceptance of a Proposal for a Letter of Intent, nor the Commission's recommendation of a Contract of Sale to the City Council, nor the City Council's approval of a Contract of Sale, nor the closing of that sale, shall obligate the City or any of its various Boards and Commissions, including but not limited to the Planning Commission, the Board of Zoning Appeals, and the Construction Board of Adjustments and Appeals, to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Purchaser's proposed use or improvement would be subject if the property were being sold to a private person. No approval of the sale, or proposed use of the property, or proposed elevations, or proposed site plans submitted in connection with the sale shall function as a substitute for approvals of such use, elevations, or site plan otherwise required by City's ordinances. No representative of the City or Commission has explicit or implied authority to waive or modify this provision and no term of any Letter of Intent or Contract of Sale shall be construed as such modification.

12. By submitting this Proposal, Purchaser is representing that it is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney), or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Purchaser represents and commits that no compensation, kickback, gratuity, or other

Letter of Intent

June 2, 2005

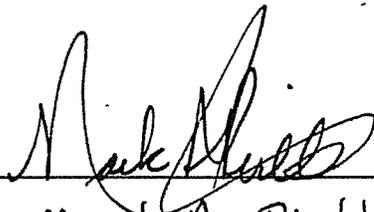
Page 6 of 6

payment or gift of value will be made by Purchaser or any intended owner, tenant, or builder of the property to any of the individuals herein mentioned; ordinary campaign contributions are not prohibited by this provision.

13. The Commission will be receiving proposals for different uses from a variety of prospective Purchasers. It will be evaluating proposals it receives based on diverse factors. The only representations as to potential uses or purchasers of Murfreesboro Gateway property, or infrastructure improvements thereto, binding upon the City will be those contained in an executed Contract of Sale.

14. The City will allow the Company to reorganize into another purchasing entity and to assign this Letter of Intent and/or subsequent contract provided Mr. Pirtle and Mr. DeFoor remain as principals in the surviving entity.

Submitted by



Date: 6-2-05

Print Name: Mark A. Pirtle

Print Title: Partner

Accepted by Murfreesboro Gateway Commission:

Date: _____

Print Name: _____

Print Title: _____



... creating a better quality of life.

Regular Agenda

May 16, 2016

Honorable Mayor and Members of City Council:

RE: Murfreesboro Electric Department

As an item for the regular agenda of May 19, City Council will continue its deliberations regarding Murfreesboro Electric Department.

On May 12, City Council approved a motion to end the valuation study with Phase 1 and not pursue the Phase 2 valuation study.

It is requested that City Council continue its deliberations about MED following the review of the Phase 1 valuation study.

Robert J. Lyons
City Manager