

MURFREESBORO CITY COUNCIL
AGENDA

June 23, 2016

7:00 p.m.

Patterson Park Community Center
Room E-3, 521 Mercury Boulevard

PRAYER

MR. EDDIE SMOTHERMAN

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Community Development Director:
 - a. Housing Rehab: 822 South Baird Lane.
 - b. Emergency Solutions Grant.
- B. Consider recommendations of the Facilities Maintenance Superintendent: Change Order No. 1 to Griggs & Maloney Contract for Renovations to Interior and Exterior of the Former Public Works/Solid Waste Building.
- C. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2016.
- D. Consider recommendations of the City Recorder/Finance Director: Amendment to Cumberland Securities Financial Advisory Agreement.
- E. Consider recommendations of the Fire & Rescue Chief:
 - a. Bids for Leather Fire Helmets with ESS Goggles.
 - b. Bids for Protective Turnout Gear.

Minutes

2. A. May 25, 2016 - Special Meeting (Budget).
- B. June 2, 2016 - Special Meeting (Budget).
- C. June 2, 2016 - Special Meeting (Public Comment).

Second Readings

3. A. Consider amendments to Exhibits A & B of ORDINANCE 16-O-24 the Appropriations Ordinance.
- B. Consider for passage on second and final reading, as amended, ORDINANCE 16-O-24 the Appropriations Ordinance.
4. Consider for passage on second and final reading ORDINANCE 16-O-25 Tax Rate Ordinance.
5. Consider for passage on second and final reading ORDINANCE 16-O-30 amending the 2015-2016 Budget (5th Amendment).
6. Consider for passage on second and final reading ORDINANCE 16-OZ-27 to amend an area in the Planned Unit Development (PUD) District located along Memorial Boulevard and Haynes Haven Lane [2016-418].

First Readings

7. Consider for passage on first reading ORDINANCE 16-O-26 amending the Murfreesboro City Code, Chapter 11-Electricity, Sections 11-1, 11-2, and 11-3, dealing with the Murfreesboro Electric Department.

New Business

8. Conduct a public hearing and consider a Certificate of Compliance for a Retail Liquor Store for Devendrabhai Patel, Kinnariben Patel, and Bhadresh Patel at Longhorn Liquor, 223 NW Broad Street.
9. Pursuant to RESOLUTION 16-R-PH-29 adopted by the City Council on May 19, 2016, conduct public hearings to consider 1) adoption of a Plan of Services for and annexation of 76 acres and 2) zoning of approximately 74 acres located along New Salem Highway to Commercial Fringe (CF) District (approximately 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approximately 23.1 acres) and Residential Zero-Lot Line (RZ) District (approximately 25 acres) which have been proposed to be annexed to the City of Murfreesboro, Tennessee [2016-506 & 2016-415]. Notice of said public hearings were published in the June 6, 2016 issue of a local newspaper.
 - A. Conduct a public hearing on Plan of Services for and annexation of approximately 76 acres located along New Salem Highway [2016-506].

MURFREESBORO CITY COUNCIL
A G E N D A

June 23, 2016

(Continued)

9. Annexation/Zoning along New Salem Highway (Continued):
 - B. Consider for adoption RESOLUTION 16-R-PS-29 to adopt a Plan of Services for approximately 76 acres located along New Salem Highway; William & Caroline Waite, applicants [2016-506].
 - C. Consider for adoption RESOLUTION 16-R-A-29 to annex approximately 76 acres located along New Salem Highway; William & Caroline Waite, applicants [2016-506].
 - D. Conduct a public hearing on zoning approximately 74 acres located along New Salem Highway as Commercial Fringe (CF) District (approximately 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approximately 23.1 acres) and Residential Zero-Lot Line (RZ) District (approximately 25 acres), William & Caroline Waite, applicants [2016-415].
 - E. Consider for passage on first reading ORDINANCE 16-OZ-29 to zone approximately 74 acres along New Salem Highway as Commercial Fringe (CF) District, Residential Multi-Family Twelve (RM-12) District and Residential Zero-Lot Line (RZ) District [2016-415].
10. Consider for adoption RESOLUTION 16-R-14 approving the budget of the Murfreesboro Water and Sewer Department for the Fiscal Year 2016-2017.
11. Consider for adoption RESOLUTION 16-R-15 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2016-2017.
12. Consider for adoption RESOLUTION 16-R-17 approving the budget of the Evergreen Cemetery for the Fiscal Year 2016-2017.
13. A. 1. Letter from the Murfreesboro City Schools Finance & Administrative Services Director: Exhibit A - RESOLUTION 16-R-16.
 2. Consider for adoption RESOLUTION 16-R-16 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2016-2017, which budget includes the General Purpose Fund, the Extended School Program Fund, the Federal and State Program Funds, the Cafeteria Fund and the Debt Service Fund.
- B. 1. Letter from the Murfreesboro City Schools Finance & Administrative Services Director: Fiscal Year 2016 Budget Amendments - RESOLUTION 16-R-19.
 2. Consider for adoption RESOLUTION 16-R-19 amending 2015-2016 Murfreesboro City School Budgets (2nd Amendment).
14. Consider recommendations of the Murfreesboro Electric Department: Sale of property purchased for Murfreesboro Electric Department.
15. Consider recommendations of the City Recorder/Finance Director: Internal Control Policy.
16. Consider recommendations of the City Manager: West Park – McDonald Property Acquisition.

Board & Commission Appointments

17. Reappointment to Board of Zoning Appeals: Mr. Ken Halliburton.

Beer Permits

Payment of Statements

Other Business from Staff or City Council

Adjourn



... creating a better quality of life

CONSENT AGENDA

June 20, 2016

Honorable Mayor and Members of the City Council:

As items for consideration under the Consent Agenda, it is recommended that the City Council approve the following item:

- 1. Housing Rehab – 822 South Baird Lane**
- 2. Emergency Solutions Grant**

1. Housing Rehab – 822 South Baird Lane

Background

The homeowner at the subject address has applied for and is eligible for assistance through the City's Housing Rehabilitation Program. Three bids were received and opened on June 14, 2016.

Bowen Glass & Construction	\$21,925.00
James I. Brown	\$17,733.50
J.B. Cripps & Son, Inc.	\$24,610.00

Fiscal Impact

The Community Development Budget as amended allocates \$298,332 for housing rehab projects. Accepting the low bid of 17,733.50 from James I. Brown would leave a balance of approximately \$94,000 available. The balance will be carried forward to the 2016-17 program year.

Concurrences

The homeowner has accepted the low bid and is scheduled to meet with the contractor to sign the contract.

Recommendation

We recommend approving the project and authorizing the Mayor to sign the construction contract on behalf of the City.

Community Development

2. Emergency Solutions Grant

Background

On March 24, 2016, staff notified City Council that Tennessee Housing Development Agency had allocated funds to the City for the Emergency Solutions Grant and the City Council authorized the Community Development Department to submit an application for the contract year July 1, 2016, to June 30, 2017. That application has been approved and the Grant Contract amount is \$159,367.

Fiscal Impact

The chart below reflects staff's revised recommendation for allocation to subrecipients:

Subrecipient	Shelter Operations	HMIS	Admin	Total
Domestic Violence Program	\$ 35,000			\$ 35,000
The Salvation Army	\$ 44,248			\$ 44,248
Room in the Inn	\$ 30,000			\$ 30,000
The Journey Home (Coldest Nights)	\$ 35,000			\$ 35,000
Murfreesboro Housing Authority		\$ 4,000		\$ 4,000
City of Murfreesboro			\$ 11,119	\$ 11,119
Total	\$ 144,248	\$ 4,000	\$ 11,119	\$ 159,367

The Grant Contract allocates \$11,119 for administration. These funds will be used to pay Community Development Department salaries and benefits related to administering the grant. HMIS is the Homeless Management Information System. The U.S. Department of Housing and Urban Development requires all agencies receiving ESG and other federal homelessness funds to enter client data in the system.

Concurrences

The Second-Year Action Plan approved by City Council on May 5, 2016, makes provisions for this grant.

Recommendation

Staff recommends accepting an Emergency Solutions Grant in the amount of \$159,367 from Tennessee Housing Development Agency, authorizing the Mayor to sign the 2016-17 ESG Grant Contract with THDA and to sign subrecipient agreements with the agencies for the amounts listed in the chart above.

Sincerely,

John Callow
Community Development Director



... creating a better quality of life.

June 23, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Griggs & Maloney Change Order Recommendation for the (Former) City of Murfreesboro Public Works/Solid Waste Building Interior and Exterior Renovations in the amount of \$24,078

As an item for the consent agenda on June 23, 2016, it is recommended that the City Council approve the attached Change Order.

Background

The Street Division received approval to revamp the former Public Works/Solid Waste Building on West Main Street as part of the 2013 Capital Improvement Plan with the intentions of using the newly renovated building as a City Employee Training Facility.

City Council approved contract award to Boyce Ballard Construction, LLC in the amount of \$238,800.00 on February 4, 2016. Renovations began March 21, 2016. During renovations, several unforeseen items were discovered that needed to be addressed in order to meet minimum Fire Code requirements for a Certificate of Occupancy. In addition to satisfying minimum code requirements, one additional office and a new drywall finish over the existing CMU wall was requested for the new offices and training rooms. See attached Griggs & Maloney Change Order Recommendation for details regarding unforeseen items and requested changes to the scope of work.

Fiscal Impact

Fee for professional services and cost of construction to be funded through Other Buildings – 2010 TML. The TML has a balance of \$341,056 and the total of the construction project with the proposed Change Order no. 1 and architectural services is estimated to be approximately \$307,028.

Recommendation

Staff recommends approval of Change Order No. 1 on the conversion of the old Solid Waste building into the City's employee training center.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. E. Dennis', written over a horizontal line.

Ron Dennis

Facilities Maintenance Superintendent

**SECTION 00941
CHANGE ORDER**

Change Order **1**

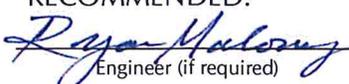
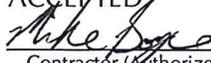
Date of Issuance: <u>June 16, 2016</u>	Effective Date: <u>June 16, 2016</u>
Owner: <u>City of Murfreesboro, Tennessee</u>	Owner's Contract No.: _____
Contractor: <u>Boyce Ballard Construction, LLC</u>	Contractor's Project No.: _____
Engineer: <u>Griggs & Maloney, Inc.</u>	Engineer's Project No.: <u>226-129</u>
Project: <u>Fmr Public Works Bldg Int & Ext Renov</u> Contract Name: <u>Fmr Public Works Bldg Int & Ext Renov.</u>	

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

Description: This change order expands the scope of work and contract time and price to accommodate unforeseen building conditions, meet building codes for the assembly space egress, and owner initiated changes including repurposing of proposed training space to 2 offices by adding partition walls; additional network and electrical drops; and adding sheetrock to the training and new offices. As a result of the proposed changes, some of the original scope of work has been eliminated and credited back to the cost of the work including: elimination of the following: 9 fire dampers; the accordion partition wall; and the drop ceiling in the mechanical room. Minor changes not detailed here are described in the attachments.

Attachments: Revised Construction Drawings and Contractor's Change Summary and detailed summary of line item costs.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>238,800.00</u>	Original Contract Times: Substantial Completion: <u>July 19, 2016</u> Ready for Final Payment: <u>August 18, 2016</u> <div style="text-align: right; font-size: small;">days or dates</div>
Increase from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>X</u> to No. <u>X</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> <div style="text-align: right; font-size: small;">days</div>
Contract Price prior to this Change Order: \$ <u>238,800.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 19, 2016</u> Ready for Final Payment: <u>August 18, 2016</u> <div style="text-align: right; font-size: small;">days or dates</div>
Increase of this Change Order: \$ <u>24,879.85</u>	Increase of this Change Order: Substantial Completion: <u>August 9, 2016</u> Ready for Final Payment: <u>September 8, 2016</u> <div style="text-align: right; font-size: small;">days or dates</div>
Contract Price incorporating this Change Order: \$ <u>262,879.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 9, 2016</u> Ready for Final Payment: <u>September 8, 2016</u> <div style="text-align: right; font-size: small;">days or dates</div>

<p>RECOMMENDED:</p> By: <u></u> By: _____ <small>Engineer (if required)</small> Title: _____ Title: _____ Date: _____ Date: _____	<p>ACCEPTED:</p> _____ By: <u></u> <small>Owner (Authorized Signature)</small> <small>Contractor (Authorized Signature)</small> Title: <u>Co-Owner</u> Title: _____ Date: <u>6/16/2016</u> Date: _____	
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END OF SECTION 00941



CONSTRUCTION, LLC

June 16, 2016

Mr. Ryan Malloney
Griggs & Malloney, Inc.
PO Box 2968
Murfreesboro, TN 37133

**Re: City of Murfreesboro Department of Public Works
RFCO #1**

Scope of Work:

Scope of work based on RFCO #1 Directive & drawings A1.1, A5.1, A10.1, M1.1, E1.1 & E2.1.

1. Add door 111 in SW corner of Assembly room. Work includes demolition of exterior block wall & brick, frame, door, hardware, metal studs, sheetrock, hardiboard, painting of door & frame, glass & glazing.
2. Add smoke detectors & emergency exit light/sign.
3. Add smoke detectors to electrical panel.
4. Eliminate 9 fire dampers.
5. Omit ceiling in mechanical room. Change light fixtures to Type "D" fixtures.
6. Install network/data raceways penetrations in block walls.
7. Re-route shop heater electrical feed to the new MDP panel.
8. Change the front storefront transom from glass to Spandrel panels.

Total RFCO #1: \$9,850.00

Please let me know if you have any questions regarding the above scope of work.

Sincerely,
Boyce Ballard Construction, LLC

Mike Boyce
Co-Owner



CONSTRUCTION, LLC

June 16, 2016

Mr. Ryan Malloney
Griggs & Malloney, Inc.
PO Box 2968
Murfreesboro, TN 37133

**Re: City of Murfreesboro Department of Public Works
RFCO #2**

Scope of Work:

Scope of work based on drawings A1.1, A5.1, A10.1, A12.1, M1.1, E1.1 & E2.1.

1. Install 1 ½" metal hat channel and 5/8" sheetrock around the perimeter of the Assembly Room and the Office space.
2. Install one new frame, door & hardware for new office space. Work includes demolition of existing block, installation of door & hardware & painting.
3. Install two new partition walls to create new office spaces including paint, ceiling changes & flooring changes.
4. Remove two existing windows and install two new Type "C" windows.
5. Omit the operable partition.
6. Change out the electrical boxes around the perimeter of the office space and Assembly room to accommodate the new hat channel and sheetrock.
7. Add two network drops in office space.
8. Add 240v 20 amp circuit for server.
9. Add grounding wire to the existing water line as required by the local electrical inspector.
10. Add HVAC return duct and grill for new office.

Total RFCO #2: \$14,228.00

Please let me know if you have any questions regarding the above scope of work.

Sincerely,
Boyce Ballard Construction, LLC

Mike Boyce
Co-Owner

Form for Contractor's Cost Itemization

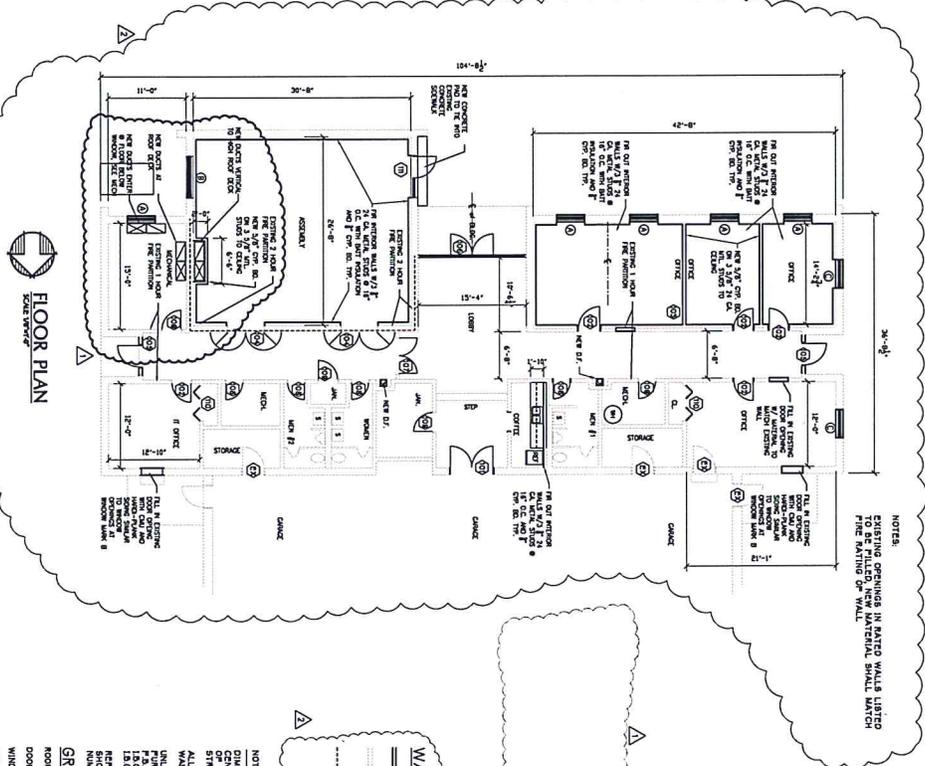
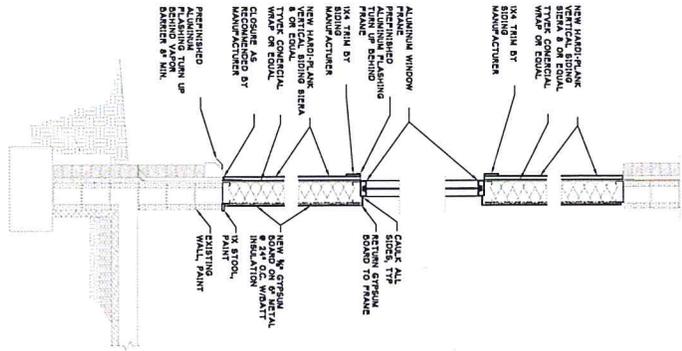
General Contractor Name:	Boyce Ballard Construction, LLC	Page Number:	1
Job Name:	City of Murfreesboro-Former Public Works Building Interior & Exterior Renovations	Date Itemized:	06/16/16
Project Number:		Proposal Number:	1

DESCRIPTION of CHANGE -Make changes per RFCO#1 descriptive notes, drawings and RFCO #2 drawings

Description	Material			Equipment/Other				Labor				Subcontractor				
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
RFKO #1				\$0.00				\$0.00				\$0.00				\$0.00
1. Add door 111 in SW corner of Assembly room. Work includes demolition of exterior block wall & brick, frame, door, hardware, metal studs, sheetrock, hardboard, painting & glass & glazing	1.00	ls	\$1,765.00	\$1,765.00				\$0.00	16	mhrs	\$25.00	\$400.00	1.00	ls	\$2,386.00	\$2,386.00
2. Add smoke detectors & run circuit to electrical panel				\$0.00				\$0.00				\$0.00	1.00	ls	\$525.00	\$525.00
3. Add emergency exit light/sign @ door 111				\$0.00				\$0.00				\$0.00	1.00	ls	\$400.00	\$400.00
4. Eliminate 9 duct fire dampers				\$0.00				\$0.00				\$0.00	1.00	ls	-\$1,080.90	(\$1,080.90)
5. Omit Ceiling in mechanical room				\$0.00				\$0.00				\$0.00	1.00	ls	-\$330.00	(\$330.00)
6. Change lights in mechanical room to Type "D" fixtures				\$0.00				\$0.00				\$0.00	1	ls	\$450.00	\$450.00
6. Install network/communication raceway penetrations in block walls				\$0.00				\$0.00				\$0.00	1.00	ls	\$850.00	\$850.00
7. Re-route shop heater electrical feed to the new MDP panel				\$0.00				\$0.00				\$0.00	1	ls	\$750.00	\$750.00
8. Change the store front transom from glass to spandrel panels				\$0.00				\$0.00				\$0.00	1	ls	\$1,430.00	\$1,430.00
9. Clean up & general conditions				\$0.00	1.00	ls	\$300.00	\$300.00	8	hrs	\$25.00	\$200.00				\$0.00
				\$0.00				\$0.00				\$0.00				\$0.00
RFKO #2				\$0.00				\$0.00				\$0.00				\$0.00
1. Install 1 1/2" metal hat channel and 5/8" sheetrock around perimeter of Assembly and the office space. Add metal studs & sheetrock to create two new offices. Work includes painting of new walls.				\$0.00				\$0.00				\$0.00	1	ls	\$7,640.00	\$7,640.00
2. Install a new frame, door & hardware for new office space. Work includes demolition of existing block wall, installation of new door frame, door & hardware.	1.00	ls	\$850.00	\$850.00				\$0.00	1	ls	\$150.00	\$150.00	1	ls	\$1,000.00	\$1,000.00
3. Replace the two existing windows on the west wall with new Type "C" windows.				\$0.00				\$0.00	12	mhrs	\$25.00	\$300.00	1	ls	\$612.00	\$612.00
4. Omit the operable partition				\$0.00				\$0.00				\$0.00	1	ls	-\$4,337.00	(\$4,337.00)
5. Add electrical receptacles & switches as shown on plans & change out the receptacle boxes around the perimeter of the office space and assembly room to accommodate the new hat channel and sheetrock.				\$0.00				\$0.00				\$0.00	1	ls	\$3,575.00	\$3,575.00
6. Add two network drops in office space.				\$0.00				\$0.00				\$0.00	1	ls	\$200.00	\$200.00
7. Add a 240v 20 amp circuit for server.				\$0.00				\$0.00				\$0.00	1	ls	\$350.00	\$350.00
8. Add grounding wire for the new MDP panel to the existing water line as required by the local electrical inspector.				\$0.00				\$0.00				\$0.00	1	ls	\$500.00	\$500.00
9. Extend return air duct and add return grill for new office				\$0.00				\$0.00				\$0.00	1	ls	\$250.00	\$250.00
10. Cleanup & General Conditions				\$0.00	1.00	ls	\$300.00	\$300.00	16	mhrs	\$25.00	\$400.00				\$0.00
				\$0.00				\$0.00				\$0.00				\$0.00
				\$0.00				\$0.00				\$0.00				\$0.00
				\$2,615.00								\$1,450.00				
				\$254.96								\$464.00				
				\$2,869.96			\$600.00					\$1,914.00			\$15,170.10	

Material:	\$2,869.96
Equipment:	\$600.00
Labor:	\$1,914.00
Subcontractor:	\$15,170.10
M+E+L+S - Subtotal	\$20,554.06
5.00% Overhead:	\$1,027.70
(M+E+L+S) + OH - Subtotal	\$21,581.77
5.00% Profit	\$1,079.09
Cost + OH & P Subtotal:	\$22,660.85
Bond	\$339.91
Total	\$24,079.85

SECTION
NEW WALL AT EXISTING WINDOW OPENINGS
SCALE 1/4" = 1'-0"



FLOOR PLAN
SCALE 1/4" = 1'-0"

NOTES:
EXISTING OPENINGS IN PARTIAL WALLS LISTED TO BE FILLED, NEW MATERIAL SHALL MATCH FINE MATCH OF WALL.

WALL LEGEND

- NEW CONSTRUCTION
- EXISTING CONSTRUCTION

NOTE:
CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING WALLS AS REQUIRED INCLUDING ANY

NOTES

- 1. CHANGES TO INTERIOR WALLS ARE TO BE MADE TO MATCH EXISTING WALLS TO FACE.
- 2. CHANGES TO EXTERIOR WALLS TO BE MADE TO MATCH EXISTING WALLS TO FACE.
- 3. UNLESS OTHERWISE NOTED, ALL ITEMS FURNISHED AND INSTALLED BY CONTRACTOR.
- 4. I.B.C. - INSTALLED BY OWNER.
- 5. REFER TO WINDOW AND DOOR DETAILS BY NUMBER/LETTER ID.

GRAPHIC SYMBOL LEGEND

- ROOM NAME / NUMBER
- DOOR ID
- WINDOW ID
- EXISTING DOOR TO REMAIN
- INTERIOR ELEVATION
- SECTION MARK

GRIGGS & WALONEY INCORPORATED
Engineering & Construction Services
1015 West 27th Street, Suite 200
COLUMBIA, MO 65204

COMPILED 2014 STUDIO OAKLEY ARCHITECTS, LLC



Studio Oakley Architects, LLC
233 LEGGERS DRIVE SUITE 102
LEWISBORO, TN 37087
TEL: 615.466.8240
WWW.STUDIO-OAKLEY.COM



PERMIT SET

CITY OF MURFREESBORO
DEPARTMENT OF PUBLIC WORKS
2014 INTERIOR RENOVATIONS
630 WEST MAIN STREET
Murfreesboro, TN



Revisions

NO.	DATE	DESCRIPTION
1	11-17-16	ISSUED FOR PERMIT
2	11-17-16	REVISIONS

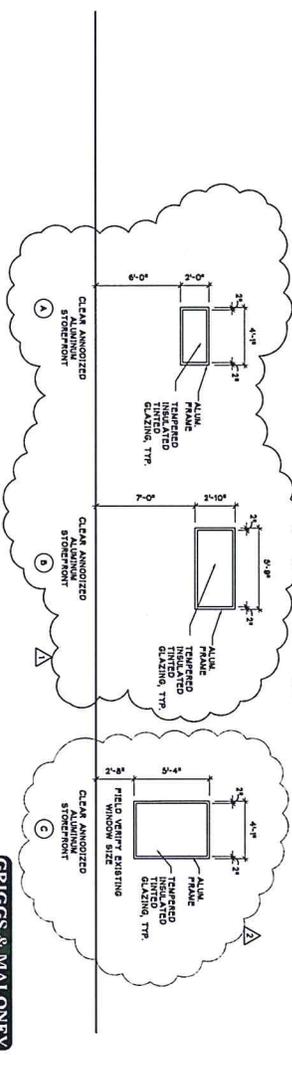
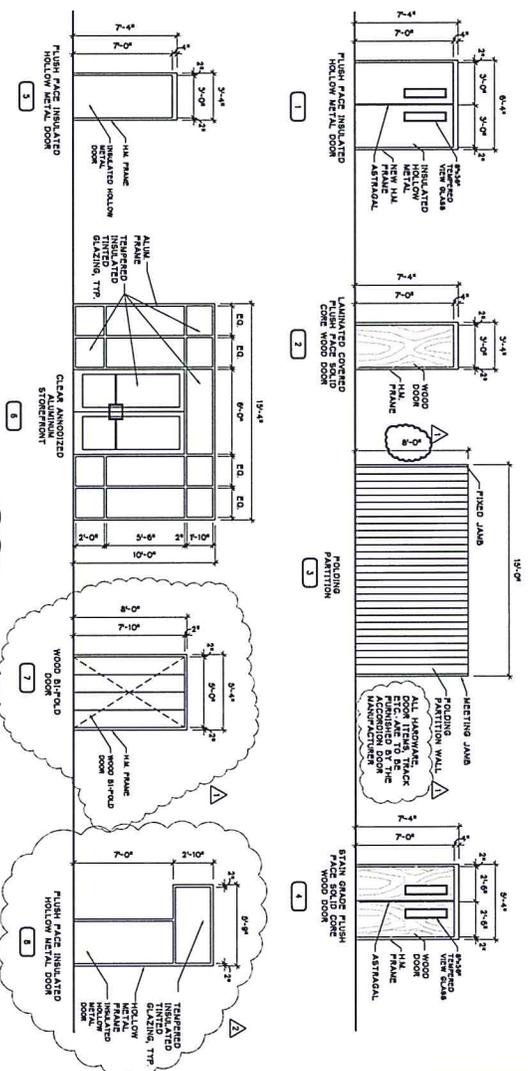
A1.1

DOOR SCHEDULE

NO.	SYMBOL	TYPE	FINISH	GLASS	GLASS TYPE	GLASS SIZE	GLASS AREA	GLASS WEIGHT	GLASS WEIGHT PER SF	GLASS WEIGHT TOTAL	NOTES
001	1-1	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
002	1-2	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
003	1-3	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
004	1-4	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
005	1-5	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
006	1-6	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
007	1-7	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
008	1-8	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
009	1-9	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
010	1-10	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
011	1-11	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
012	1-12	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
013	1-13	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
014	1-14	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
015	1-15	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
016	1-16	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
017	1-17	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
018	1-18	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
019	1-19	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
020	1-20	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
021	1-21	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
022	1-22	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
023	1-23	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
024	1-24	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
025	1-25	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
026	1-26	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
027	1-27	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
028	1-28	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
029	1-29	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
030	1-30	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
031	1-31	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
032	1-32	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
033	1-33	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
034	1-34	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
035	1-35	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
036	1-36	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
037	1-37	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
038	1-38	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
039	1-39	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
040	1-40	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
041	1-41	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
042	1-42	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
043	1-43	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
044	1-44	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
045	1-45	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
046	1-46	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
047	1-47	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
048	1-48	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
049	1-49	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1
050	1-50	FLUSH FACE INSULATED HOLLOW METAL DOOR	FLUSH FACE INSULATED HOLLOW METAL DOOR	TEMPERED GLAZING	TEMPERED GLAZING	3'-0" x 7'-0"	21.00	112.50	5.36	112.50	1

DOOR SCHEDULE NOTES
 1 FINISH SELECTED BY OWNER WITH OWNER INCLUDING FINISHES
 2 FINISH SELECTED BY OWNER WITH OWNER INCLUDING FINISHES
 3 REPLACE ALL EXISTING DOOR HARDWARE WITH NEW ADA COMPLIANT HARDWARE

DOOR HARDWARE
 ALL DOORS TO HAVE ADA COMPLIANT HARDWARE ALL RATED DOORS TO HAVE RATED HARDWARE ALL DOOR HARDWARE TO BE INSTALLED TO MEET ALL APPLICABLE CODES AND REGULATIONS. ALL HARDWARE TO BE INSTALLED TO MEET ALL APPLICABLE CODES AND REGULATIONS. ALL HARDWARE TO BE INSTALLED TO MEET ALL APPLICABLE CODES AND REGULATIONS.



GRIGGS & WALONEY
 ENGINEERING & ARCHITECTURE
 1000 W. MAIN STREET, SUITE 100
 MURFREESBORO, TN 37132
 615.891.1111 FAX 615.891.1112
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CITY OF MURFREESBORO
 DEPARTMENT OF PUBLIC WORKS
 2014 INTERIOR RENOVATIONS
 630 WEST MAIN STREET
 Murfreesboro, TN

PERMIT SET



Studio Oakley
 Architects, LLC
 233 Legends Drive Suite 102
 Lebanon, Tennessee 37087
 www.studio-oakley.com



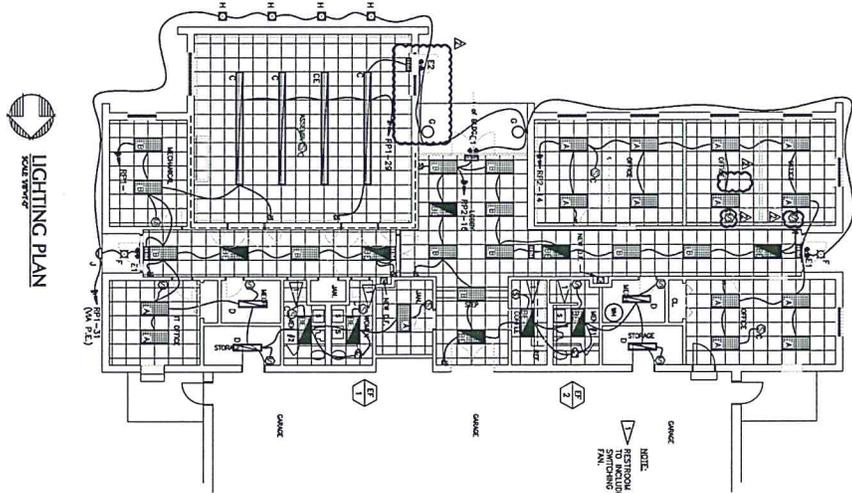
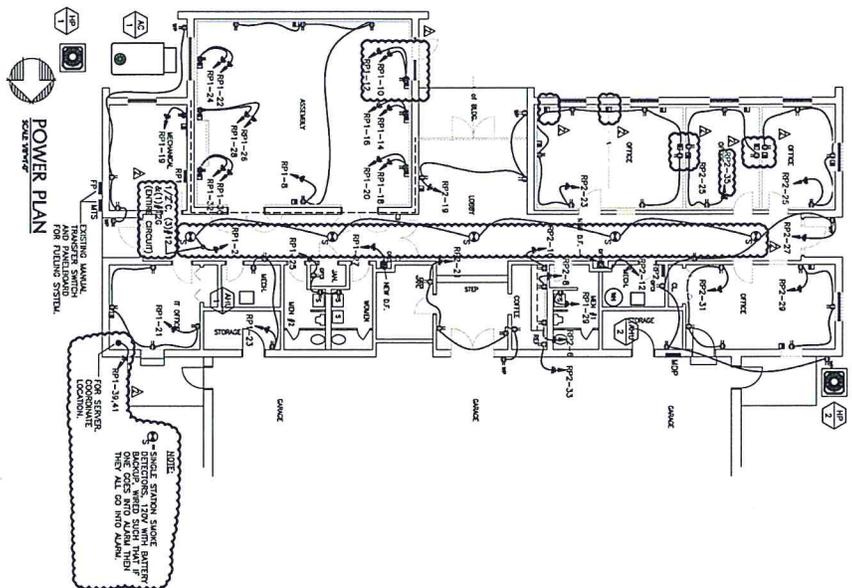
A10.1

Revisions

NO.	DATE	DESCRIPTION
1	10/21/16	ISSUE FOR PERMIT
2	10/21/16	REVISED PERMIT SET
3	10/21/16	REVISED PERMIT SET
4	10/21/16	REVISED PERMIT SET
5	10/21/16	REVISED PERMIT SET
6	10/21/16	REVISED PERMIT SET
7	10/21/16	REVISED PERMIT SET
8	10/21/16	REVISED PERMIT SET
9	10/21/16	REVISED PERMIT SET
10	10/21/16	REVISED PERMIT SET

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TYPE	MANUFACTURER	DATE/ISSUE	LOCATION/LEVEL/SECTION	HEIGHT	NOTING	TYPE/DETAILS
A	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	2 1/2" PARABOLIC
B	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	3" PARABOLIC
C	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	4" PARABOLIC
D	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	5" PARABOLIC
E	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	6" PARABOLIC
F	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	7" PARABOLIC
G	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	8" PARABOLIC
H	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	9" PARABOLIC
I	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	10" PARABOLIC
J	JIMSON A	230VAC, 6-30, 120, 240, 480, 500	1st FLOOR	250	RECESSED	11" PARABOLIC



Oliver • Little • Gispson
AOLG
Engineering, Inc.
AOLG Engineering, Inc.
10000 Highway 101, Suite 300
Memphis, TN 38117
901-581-4510
www.aolg.com



Studio Oakley
Architects, LLC
233 Legends Drive Suite 102
Lebanon, Tennessee 37087
www.studiooakley.com
615-651-4688



PERMIT SET



CITY OF MURFREESBORO
DEPARTMENT OF PUBLIC WORKS
2014 INTERIOR RENOVATIONS
630 WEST MAIN STREET
Murfreesboro, TN

Revisions	DATE	DESCRIPTION
1	1-7-16	LOT CHANGE
2	6-7-16	OWNER CHANGE

The owner and the design team are responsible for the accuracy of the information provided. The responsibility for the accuracy of the information provided is not assumed by the design team. The design team will be held responsible for the accuracy of the information provided.

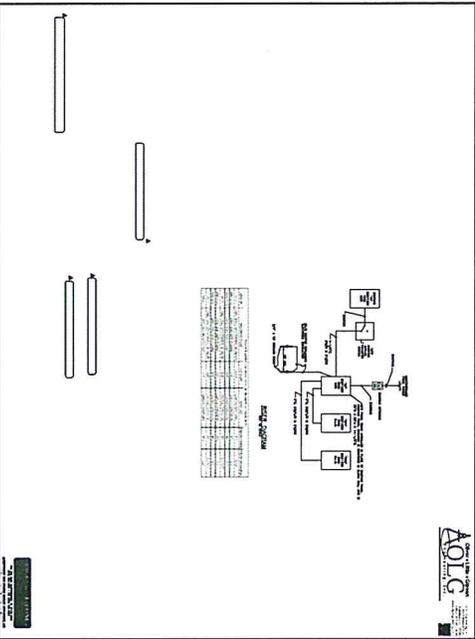
DATE: 1-7-16
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

E1.1

WALL LEGEND

- EXISTING TO BE DEMOLISHED
- EXISTING TO REMAIN

GRIGGS & MALONEY
INCORPORATED
714, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



NO.	DESCRIPTION	AMOUNT	TOTAL
1	Site Preparation	100,000	100,000
2	Foundation	200,000	300,000
3	Structural Steel	300,000	600,000
4	Roofing	100,000	700,000
5	Interior Finishes	200,000	900,000
6	Exterior Finishes	100,000	1,000,000
7	Site Work	50,000	1,050,000
8	Contingency	100,000	1,150,000
TOTAL			1,150,000

AOTC
Architectural Office of Tennessee, Inc.

NO.	DESCRIPTION	AMOUNT	TOTAL
1	Site Preparation	100,000	100,000
2	Foundation	200,000	300,000
3	Structural Steel	300,000	600,000
4	Roofing	100,000	700,000
5	Interior Finishes	200,000	900,000
6	Exterior Finishes	100,000	1,000,000
7	Site Work	50,000	1,050,000
8	Contingency	100,000	1,150,000
TOTAL			1,150,000

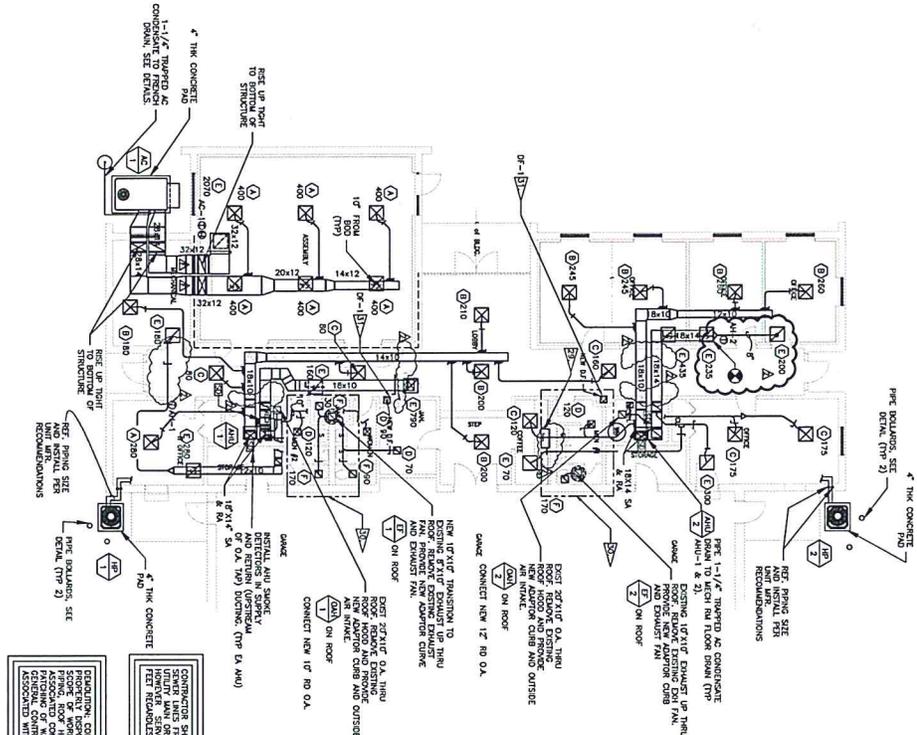
CITY OF MURFREESBORO
DEPARTMENT OF PUBLIC WORKS
630 WEST MAIN STREET
Murfreesboro, TN



THIRTIETH DAY
OF MARCH 2011

Studio Quality
Architectural, LLC
1000 N. W. 10th St.
Fort Lauderdale, FL 33304
Phone: 954.575.1111
Fax: 954.575.1112
www.studioquality.com

HVAC PLAN



CONTRACTOR SHALL TURN ROOF AND CLEAN EXISTING UTILITY MAIN OR LANDSCAPE STEEL MAIN SERVICE FROM THE SERVICE TO PROVIDE A MINIMUM OF 100 FEET OF CLEARANCE TO THE SERVICE.

REGULATION CONTRACTOR IS TO REMOVE AND REPAIR ROOF OR ON SITE ALL EXISTING WITHIN FLOOR HOODS, VENTILATORS, CEILING AND PARTITIONING OF WALLS AND FLOOR WITH ASSOCIATED AND ASSOCIATED WITH DUCTS TO REMAIN.

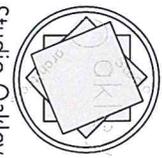
DATE/REV/ISSUE	ISSUED DATE	DESCRIPTION
1/12	6	ISSUE FOR PERMIT
2/12	10	ISSUE FOR PERMIT
3/12	12	ISSUE FOR PERMIT
4/12	14	ISSUE FOR PERMIT
5/12	16	ISSUE FOR PERMIT
6/12	18	ISSUE FOR PERMIT
7/12	20	ISSUE FOR PERMIT
8/12	22	ISSUE FOR PERMIT
9/12	24	ISSUE FOR PERMIT
10/12	26	ISSUE FOR PERMIT
11/12	28	ISSUE FOR PERMIT
12/12	30	ISSUE FOR PERMIT

WALL LEGEND

- NEW CONSTRUCTION
 - EXISTING CONSTRUCTION
 - EXISTING CONSTRUCTION - 1 HOUR FIRE PARTITION
 - EXISTING CONSTRUCTION - 2 HOUR FIRE PARTITION
- NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONSTRUCTION AND VERIFYING THE EXISTING FIRE RATING OF ALL PARTITIONS INCLUDING ANY PARTITIONING OF WALLS AND FLOOR WITH ASSOCIATED AND ASSOCIATED WITH DUCTS TO REMAIN.



OLG Engineering, Inc.
 11000 Highway 70
 Murfreesboro, TN 37132
 www.olgeng.com



Studio Oakley
 Architects, LLC
 233 Legends Drive SE # 102
 Lebanon, TN 37036
 www.studio-oakley.com

PERMIT SET



CITY OF MURFREESBORO
 DEPARTMENT OF PUBLIC WORKS
 2014 INTERIOR RENOVATIONS
 630 WEST MAIN STREET
 Murfreesboro, TN

Revisions

NO.	DATE	DESCRIPTION
1	01/12/12	ISSUE FOR PERMIT

GRIGGS & MALONEY
 INCORPORATED

701 N. 2ND STREET, SUITE 200
 MURFREESBORO, TN 37132
 COMMERCIAL ENGINEERING AND ARCHITECTURE, LLC
 615.875.1111

DATE: 01/12/12
 DRAWN: JMS
 CHECKED: JMS
 PROJECT: M1.1



... creating a better quality of life

CONSENT AGENDA

June 23, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2016 Budget Amendment

Attached you will find four budget transfers as approved by the City Manager on June 1, June 13, and June 16, 2016.

The transfer in Exhibit A is to transfer within the General Fund-Building and Codes Department. It is moving funds from Salary Expenses roll up category into the Operating Expenses roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

The transfer in Exhibit B is to transfer within the General Fund-Judicial Department. It is moving funds from Operating Expenses roll up category into the Fixed Asset Expenses roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

The transfer in Exhibit C below is a transfer within the General Fund. It is moving funds from various insurance expense accounts within Parks and Recreation, Old Fort Golf Course, Finance and Tax, and the City Manager Departments into the respective insurance expense accounts in Other General Government (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

The transfer in Exhibit D is to transfer from the General Fund-Street Division, Salary Expenses roll up category into the General Fund-Engineering Department, Salary Expenses roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

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

Melissa B. Wright
City Recorder, Finance Director

Finance and Tax Administration

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

EXHIBIT A



Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:

Org 10212007
Object 511100
Acct Name Salary - Full-Time - Regular
Amount \$ 6,500.00

Move funds to:

Org 10212009
Object 594700
Acct Name Office Machinery and Equipment

Explanation: To purchase office furniture for the Director's office. Current furniture does not lend itself for computer monitors and the seating furniture does not work well for meetings. Plan to purchase conference table, chairs and desk.

Robert M. Hall
Department Head Signature

6-1-16
Date

Ana Maria Stovall
Reviewed by Finance

6-1-16
Date

Approved	<input checked="" type="checkbox"/>	<u>Robert M. Hall</u> City Manager
Declined	<input type="checkbox"/>	 Date

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

EXHIBIT B



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:

Org 10115008

Object 526300

Acct Name REPAIR & MAINTENANCE FURN & MACH

Amount \$ 425.00

Move funds to:

Org 10115009

Object 594900

Acct Name OTHER MACHINERY AND EQUIPMENT

Explanation: Need to purchase laptop for new software implementation. There is not enough money in the account that the purchase would be taken from and I would like to transfer \$425.00 from another account that has unspent money.

Department Head Signature

Date

6/10/16

Reviewed by Finance

Date

6/13/16

Approved

City Manager

Declined

Date

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

EXHIBIT C



Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:

Org	Object	Description	Amount
10413008	551000	P&R Liability Insurance	30,860.00
10413008	552501	P&R Building Insurance	10,000.00
10413008	551100	P&R General Liability Insurance	30,993.00
10414208	551000	OFGC Liability Insurance	665.00
10414208	551100	OFGC General Liability Insurance	3,086.00
10414208	552501	OFGC Building Insurance	1,000.00
10112008	551400	Surety Bonds	2,500.00
10111008	551100	City Mgr General Liability Insurance	142,292.00
10111008	552500	City Mgr Property Insurance	21,500.00
10111008	552502	City Mgr Fire Insurance	70,000.00
10111008	551000	City Mgr Liability Insurance	2,646.00
			<u>\$ 315,542.00</u>

Move funds to:

Org	Object	Description	Amount
10130008	552500	Property Insurance	32,500.00
10130008	551400	Surety Bonds	2,500.00
10130008	551100	General Liability Insurance	176,371.00
10130008	552502	Fire Insurance	104,171.00
			<u>\$ 315,542.00</u>

Explanation: Move budget to Other General Government Org to better present expenses that are for multiple Departments within the City.

M. David Wright 6-14-16
 Director of Finance Signature Date

Ana Maria Stovall 6-14-16
 Reviewed by Finance Date

Approved	<input checked="" type="checkbox"/>	<u>Robert G. [Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>6-16-16</u> Date

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

EXHIBIT D



Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2016

Move funds from:

Org 10312107
Object 512100
Acct Name Part-Time Regular Emp Wages
Amount \$ 40,000.00

Move funds to:

Org 10312007
Object 511100
Acct Name Salary - Full-Time - Regular

Move funds from:

Org 10312107
Object 512300
Acct Name Overtime Wages
Amount \$ 35,000.00

Move funds to:

Org 10312007
Object 511100
Acct Name Salary - Full-Time - Regular

Move funds from:

Org 10312107
Object 514200
Acct Name Hospital And Health Insurance
Amount \$ 19,000.00

Move funds to:

Org 10312007
Object 514200
Acct Name Hospital And Health Insurance

Explanation: Personnel and related benefits were budgeted in the Street Division, but the personnel were later allocated to Engineering. This budget amendment moves the related salary and benefits to the Department tha the employees are being paid from.

[Signature]
Department Head Signature

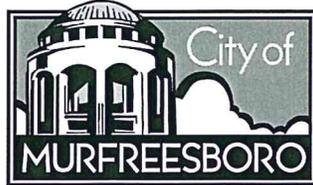
6-15-16
Date

[Signature]
Reviewed by Finance

6-15-16
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>6-16-16</u> Date

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



T E N N E S S E E

... creating a better quality of life

CONSENT AGENDA

June 20, 2016

Honorable Mayor and Members of the City Council:

RE: Cumberland Securities Financial Advisory Agreement - Amendment

Background

The City contracted with Cumberland Securities Company, Inc. as the City Financial Advisor on February 11, 2016. On May 5, 2016 Council adopted bond resolutions 16-R-10 and 16-R-11 to refund 2012 and 2009 debt.

An amendment to the Financial Advisory Agreement has been submitted concerning fees that may be paid in relation to the duties of the advisory services to include Investment Advisory Services. The Dodd-Frank Wall Street Reform and Consumer Protection Act has affected the interest of financial institutions in accepting bond proceeds for investment unless there is a designated, independent registered advisor working on behalf of the interest of the issuer.

Cumberland Advisors, Inc. (who shares officers, directors and shareholders with Cumberland Securities Company, Inc.) may earn a fee from those financial institutions investing bond proceeds on behalf of the City. The proposed amendment to the agreement with Cumberland Securities memorializes this relationship and permits compliance with MSRB Rule G42.

Concurrences

The City Attorney has reviewed the documents submitted from Cumberland Securities.

Recommendation

Approval of the amendment submitted to the Financial Advisory Agreement and permission to allow the Mayor to sign the document is recommended.

Attachments

Revised Financial Advisory Agreement Dated May 5th to coincide with Resolutions 16-R-10 and 16-R-11

Melissa B. Wright, CPA
City Recorder/Finance Director

Finance and Tax Administration

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

FINANCIAL ADVISORY AGREEMENT

BETWEEN

CITY OF MURFREESBORO, TENNESSEE

AND

CUMBERLAND SECURITIES COMPANY, INC.

THIS AGREEMENT entered into this 5th day of May 2016, by and between the CITY OF MURFREESBORO, TENNESSEE (hereinafter referred to as the “Issuer”), and CUMBERLAND SECURITIES COMPANY, INC., Independent Consultants on Municipal Finance, Knoxville, Tennessee (hereinafter referred to as “Financial Advisor”).

W I T N E S S E T H

WHEREAS, the Issuer may in the future require financing for the purpose of providing funds for capital projects; and

WHEREAS, the Issuer must from time to time provide adequate new facilities or improvements to meet the demands placed on the services provided by the Issuer in order to promote the general welfare of the citizens of the Issuer and its area; and

WHEREAS, the Issuer may from time to time desire to refinance debt issued for previous projects; and

WHEREAS, the Issuer desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of the Issuer's bonds and/or notes; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-

date, the Issuer desires that a recognized independent municipal financial advisor be retained in the structuring, marketing and sale of the Issuer's bonds and/or notes; and

WHEREAS, the Issuer has evaluated the capabilities of the Financial Advisor to the complete satisfaction of the Issuer and has requested the Financial Advisor to assist and advise the Issuer in matters relating to the Issuer's issuance of bonds or other obligations under terms and conditions decided by the Issuer to be suitable and in the best interest of the Issuer and its citizens.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Issuer and the Financial Advisor that

Section 1. The Financial Advisor, working with the Mayor, the City Manager, the Finance Director, other Issuer officials and employees, the Issuer's Attorney, the independent Bond Counsel to the Issuer, and other such independent consultants or consulting engineers as may be engaged by the Issuer from time to time, shall assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of bonds or other obligations, including loan agreements.

Section 2. In preparation for the development of any financing plan, or plans, the Financial Advisor will survey the financial resources of the Issuer to determine its borrowing capacity and analyze the existing debt structure of the Issuer as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the Issuer to determine the most practical, economical way for the Issuer to fund needed public improvements and projects. In addition, the Financial Advisor will consider any future financing requirements projected by Issuer officials, its consultants (if any) and other experts that may be employed from

time to time by the Issuer.

Section 3. Based on the information developed by or other information available to the Financial Advisor, the Financial Advisor will submit its recommendations on the financing of the proposed public improvements and projects. The Financial Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment, and the necessary security provisions designed to make the issues attractive to potential investors. All recommendations will be based on the Financial Advisor's experience as to how the debt obligations can best be sold under terms most advantageous to the Issuer and at the lowest interest cost.

Section 4. In preparing any plan of financing, and in all other services rendered by the Financial Advisor under this Agreement, it is hereby understood that the Financial Advisor may rely upon any written data or reports furnished to the Financial Advisor by the Issuer or its authorized representatives. The City Manager and Finance Director agree to make available to the Financial Advisor any data, reports, or Issuer personnel for conferences and consultations as may be necessary for the formulation of any financing plans.

Section 5. The Financial Advisor shall ensure that all the necessary resolutions are prepared for adoption in preparation for the sale and issuance of the bonds, loans and/or notes and that all other necessary proceedings are prepared and executed to complete each sale.

Section 6. The Financial Advisor will advise on current market conditions, forthcoming bond, loans and note issues, federal tax law considerations, and other general information and economic data which might normally be expected to influence the interest rates or other bidding or sale conditions, so that the date for the sale of the bonds, loans and/or notes can be set at a time,

which in the Financial Advisor's opinion will be most favorable to the Issuer.

Section 7. The Financial Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, acceptable to the Issuer and the purchaser(s), for their approving legal opinion(s) on the bonds.

Section 8. In connection with any bond sale, the Financial Advisor shall prepare a “near final” Preliminary and Final Official Statement substantially in accordance with the standards recommended by the Government Finance Officers Association (the “GFOA”) and will make a national distribution of such “near final” Preliminary Official Statements to potential bidders or purchasers for the bonds and to other interested parties and will furnish the successful bidder(s) or purchasers a reasonable amount of final Official Statements within seven (7) business days from the sale date as required by the Securities and Exchange Commission Rule 15c2-12.

Section 9. The Financial Advisor will prepare and assemble all necessary information concerning the Issuer for submission to and consideration by one or more of the major rating services (Moody's Investors Service, Inc., and/or Standard & Poor's Rating Services, and/or Fitch Ratings) in connection with a bond sale either independently or in connection with the use of credit enhancement if in the opinion of the Financial Advisor, such rating(s), would prove to be economically beneficial to the Issuer. The Financial Advisor will arrange for conferences or meetings (if necessary) with appropriate personnel analyzing the proposed bond issue(s) in anticipation of a rating(s) on such bonds.

Section 10. The Financial Advisor will advise the Issuer on the use of credit enhancement instruments available from municipal bond insurers or others and provide assistance in seeking such insurance or credit enhancement if in the opinion of the Financial Advisor, such credit

enhancement instrument would prove to be economically beneficial to the Issuer.

Section 11. The Financial Advisor will engage a major commercial bank in Tennessee (after receiving approval from the City Manager or Finance Director) to serve as the Issuer's Registrar, Paying Agent and Escrow Trustee, if required.

Section 12. The Financial Advisor will prepare forms and coordinate the submission of all advertisements concerning the sale and issuance of bonds and notes as required by law.

Section 13. If the Issuer and the Financial Advisor determine that it is advantageous to the Issuer to refund any presently outstanding bonds, loans and/or outstanding notes, the Financial Advisor will submit a plan of refunding and a computation of projected costs savings, if applicable, to the Director for the Office of State & Local Finance for review as required by Section 9-21-1003, Tennessee Code Annotated.

Section 14. The Financial Advisor will furnish a representative at the sale to assist and advise the Issuer officials in receiving bids or pricing levels and will tabulate all bids or pricing as well as perform computer verification of the mathematical accuracy of said bids or pricing and the compliance of all bids with the published requirements of the sale, if applicable. In addition, the Financial Advisor will assist and advise the Issuer in the awarding of the bonds to the successful bidders or purchasers.

Section 15. The Financial Advisor will supervise all closing proceedings so as to ensure the quickest possible delivery of the debt obligations to the purchaser or purchasers, including having the bond forms printed and ready for signatures of the proper officials.

Section 16. After the sale, the Financial Advisor will deliver to the Issuer, the Registrar/Paying Agent and/or appropriate officials, a schedule of debt service requirements on

the debt obligations.

Section 17. The Financial Advisor will calculate the “Bond Yield” based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the Issuer on the maximum allowable yield on such debt obligations. If requested, the Financial Advisor will advise the Issuer on the investment of the proceeds of debt obligations so as to maximize the arbitrage potential under applicable existing laws.

Section 18. The Financial Advisor will prepare State Form CT-0253, “Report on Debt Obligations” for execution and submission to the State Comptroller's Office by the Issuer and a representative of the Financial Advisor pursuant to Section 9-21-151, Tennessee Code Annotated within forty-five (45) days after the issuance of any bonds or notes with a maturity of greater than one (1) year.

Section 19. The Financial Advisor will prepare or cause to be prepared Form 8038-G “Information Return for Tax-Exempt Governmental Bond Issues” and file or cause to be filed the report with the United States Department of the Treasury on or before the 15th day of the second calendar month after the close of the calendar quarter in which any debt is issued.

Section 20. The Issuer will be responsible for paying all of the normal bond issuance costs and fees. The normal bond issuance costs that the Issuer will pay will include the following: Bond Counsel fees, registration and paying agent's initial acceptance fees; bond printing costs; any rating agency's fees not associated with bond insurance; costs of preparation, printing and distribution of the Preliminary and Final Official Statements, and all legally required publication costs and if a refunding is involved the acceptance fee of the Escrow Agent and the fee of an accounting firm to verify the accuracy of the escrow fund to defease the bonds or notes being refunded. The Financial

Advisor will bill the Issuer and pay on the Issuer's behalf the above referenced issuance cost unless the Issuer requests to handle such payments itself. It is expressly understood that the Issuer will be responsible for all compensation due (if any) to the Issuer's Attorney, other independent consultants engaged by the Issuer, the annual fees of the Registration and Paying Agent, the annual fee payable to the Financial Advisor for also serving as the Dissemination Agent and if the Issuer so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Issuer to enhance the sale of the bonds.

Section 21. In addition to the bond issuance cost outlined in Section 20 above, the Issuer agrees that in consideration for the services rendered by the Financial Advisor at its expense, the Issuer shall pay or cause to be paid to the Financial Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Financial Advisor fee for all debt obligations will be mutually agreeable between the Issuer and the Financial Advisor pursuant to a Fee Letter. The fee for any financial advisory activity that does not involve any specific financing by the Issuer, will also be mutually determined by the Financial Advisor and the Mayor in consultation with the City Manager and the Finance Director, or the individual holding the equivalent position, pursuant to a Fee Letter.

Under a contingent fee form of compensation, payment of the Financial Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Issuer, it presents a conflict because the Financial Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Financial Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services

related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Financial Advisory Agreement, the Financial Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Issuer before its own.

Section 22. Fees charged for note issues shall be mutually agreed to by the Financial Advisor and the Mayor in consultation with the Finance Director, or the individual holding the equivalent position, at the time of sale and delivery of the notes.

Section 23. The Financial Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. We will not (i) provide any assurances that any investment made in connection with the Bond or otherwise during our engagement is the best possible investment available for your situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds or an investment fails to close or for default of same.

Section 24. THIS AGREEMENT shall remain in full force and effect unless either of the parties hereto, shall notify the other party in writing of its desire to terminate this Financial Advisory Agreement. In the event either party to this Financial Advisory Agreement elects to terminate the agreement, such termination shall occur thirty (30) days after the date of written notice delivered to the other party. Upon termination of this Financial Advisor Agreement by the Issuer, the Financial Advisor shall be paid the agreed upon fee in full that would be due for services

rendered completed up to the date of cancellation and authorized by the City Manager.

Section 25. This Agreement shall take effect immediately.

This 5th day of May 2016.

CUMBERLAND SECURITIES COMPANY, INC.

By: _____
President

CITY OF MURFREESBORO, TENNESSEE

By: _____
Mayor

Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank) amends section 15B of the Securities Exchange Act of 1934 to require the registration of municipal advisors with the Securities and Exchange Commission and provide for their regulation by the Municipal Securities Rulemaking Board (MSRB). Municipal Advisors include financial advisors to states and local governments and obligated persons with respect to the issuance of municipal securities or the investment of bond proceeds. As guidance to the municipal advisory community, Rule G2 of the Municipal Securities Rulemaking Board's Rule Book supports the amendment.

Because of the lack of clarity under Dodd-Frank, financial institutions across the country are making the necessary efforts not to be construed as independent municipal advisors. This is due to the additional regulatory requirements and its associated costs, the potential inability to act as an underwriter in the bond market and the requirement for municipal advisors to place the financial interest of the client before their own. The result is fewer and fewer financial institutions are accepting bond proceeds to invest on behalf of municipal bond issuers unless there is a designated, independent registered municipal advisor working on behalf of the interest of the issuer. In order to best serve the City of Murfreesboro, we will act as the municipal advisor for both the sale of bonds and the investment of bond proceeds. To offset the time, ongoing monitoring, additional risk and compliance cost, Cumberland Advisors, Inc. may earn a fee from those financial institutions investing bond proceeds on behalf of the City of Murfreesboro. The proposed amendment to the agreement with Cumberland Securities memorializes this relationship and allows us to be in compliance with the MSRB Rule G42.

Cumberland Securities will maintain its legally binding fiduciary responsibility to put the City's financial interest before its own.

*Proposed Amendment to
Financial Advisory
Agreement*

so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Issuer to enhance the sale of the bonds.

Section 21. In addition to the bond issuance cost outlined in Section 20 above, the Issuer agrees that in consideration for the services rendered by the Financial Advisor at its expense, the Issuer shall pay or cause to be paid to the Financial Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Financial Advisor fee for all debt obligations will be mutually agreeable between the Issuer and the Financial Advisor pursuant to a Fee Letter. The fee for any financial advisory activity that does not involve any specific financing by the Issuer, will also be mutually determined by the Financial Advisor and the Mayor in consultation with the City Manager and the Finance Director, or the individual holding the equivalent position, pursuant to a Fee Letter.

Under a contingent fee form of compensation, payment of the Financial Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Issuer, it presents a conflict because the Financial Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Financial Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Financial Advisory Agreement, the Financial Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Issuer before its own.

Section 22. Fees charged for note issues shall be mutually agreed to by the Financial Advisor and the Mayor in consultation with the Finance Director, or the individual holding the



... creating a better quality of life

June 23, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council:

**RE: Item A: Bid Approval for Leather Fire Helmets with ESS Goggles
Item B: Bid Approval for Protective Turnout Gear**

Item A

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve the low bid for the purchase of leather fire helmets with ESS goggles submitted by G & W Diesel Service Inc./Emergency Vehicle Specialists (EVS) Midsouth.

Background

MFRD orders protective turnout gear as needed. MFRD's protective turnout gear contract, which included fire helmets, expired on June 7, 2016. National Fire Protection Association (NFPA) recommends a ten year service life for fire helmets. Ninety-four helmets will expire over the next two years and will need to be replaced. A committee was formed to test different fire helmets since a large portion of the helmets are expiring soon. Personnel recommended the Phenix Technology Inc. leather fire helmet with ESS goggles.

Multiple vendors carry the Phenix Technology Inc. fire helmet. Bids were submitted for Phenix Technology Inc. National Fire Protection Association (NFPA) compliant leather fire helmets with ESS goggles.

Bid Process

The competitive purchasing process was followed for this item and an Invitation to Bid was released to the public on May 12, 2016. Three vendors received bid requests. Sealed bids were opened on June 6, 2016.

The City received the following bids:

BIDDER	TOTAL
G & W Diesel Service Inc./EVS	\$36,763.65
Anclote Fire & Safety Products	\$37,719.00
The Public Safety Store	\$40,259.25
Witmer Public Safety Group	\$44,017.50

Fiscal Impact

If approved, the funding for the fire helmets will come from savings in the 2010 Fire & Rescue Department CIP Budget.

Concurrences

The contract has been reviewed and approved by the Purchasing and Legal Departments.

Recommendation

It is recommended that City Council approve the low bid for the purchase of leather fire helmets and ESS goggles submitted by G & W Diesel/EVS Midsouth.

Item B

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve the lowest bid that met all specifications for the purchase of turnout coat, pants and suspenders submitted by NAFECO.

Background

MFRD orders protective turnout gear as needed. MFRD's protective turnout gear contract expired on June 7, 2016. Bids were submitted for protective turnout gear which includes coat, pants, gloves, suspenders, Nomex hood, and extrication gloves. MFRD is awarding the turnout coat, pants and suspenders to NAFECO because they met all bid specifications and had the lowest competitive price. Safe Industries will be awarded the gloves, extrication gloves and Nomex hoods because they better met the specifications for these particular items at a lower cost.

Bid Process

The competitive purchasing process was followed for this item and an Invitation to Bid was released to the public on May 16, 2016. Four vendors received bid requests. Sealed bids were opened on May 31, 2016.

The City received the following bids for turnout coat, pants and suspenders:

BIDDER	TOTAL
Cumberland	\$2,009.00
NAFECO	\$2,094.00
Safe Industries	\$2,225.00
EVS	No Bid

Cumberland submitted the lowest bid but did not meet specifications because they did not submit a complete bid package. Staff discussed the bid discrepancies with the Purchasing Department and agreed that the bid for the turnout coat, pants and suspenders should be awarded to the next lowest bidder, NAFECO.

Page 3
Consent Agenda
June 23, 2016

Fiscal Impact

MFRD's 2016/2017 budget includes \$303,000 in the Clothing and Uniforms line item for the purchase of protective turnout gear and uniforms.

Concurrences

The contract has been reviewed and approved by the Purchasing and Legal Departments.

Recommendation

It is recommended that City Council approve the lowest bid that met all specifications for the purchase of protective turnout gear submitted by NAFECO.

Attachments

City and G&W Diesel/EVS Midsouth Contract
City and NAFECO Contract

Respectfully submitted,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
G & W DIESEL SERVICE INCORPORATED
ASSUMED NAME
EMERGENCY VEHICLE SPECIALISTS MIDSOUTH (EVS MIDSOUTH)
FOR PURCHASE OF PHENIX TECHNOLOGY INC. NFPA COMPLIANT LEATHER
FIRE HELMET WITH ESS GOGGLES**

This Contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **G & W DIESEL SERVICE INCORPORATED**, assumed name, **EMERGENCY VEHICLE SPECIALISTS MIDSOUTH (EVS MIDSOUTH)**, a corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Invitation to Bid (ITB) issued: 5/12/2016*
- *Bid specifications issued: 5/12/2016*
- *Contractor's Bid Response dated: 06/06/2016*
- *This Contract*

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

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Invitation to Bid & Bid Specifications issued May 12, 2016*
- *Contractor's Bid Response dated June 6, 2016*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase **Phenix Technology Inc. TL2 NFPA Compliant Leather Fire Helmets with ESS Goggles** and Contractor agrees to provide the services as set forth in the attached Bid Form and Specifications.
2. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties. The term shall be three (3) years from the Effective Date of the Contract with two one-year optional renewals. Request to renew the term shall be made at minimum thirty (30) days before termination date and addressed to the Purchasing Director. The Effective Date of contract is _____.
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. Deliveries of all items shall be made within one hundred and eighty (180) calendar days of order at the City of Murfreesboro Fire & Rescue Department located at 220 N.W. Broad Street, Murfreesboro, TN 37130. Contact Person: Commander Tim Swann (tel. 615-893-1442) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- 3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - 3.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - 3.5. All deliveries made pursuant to the Contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of thirty-six thousand seven hundred and sixty-three dollars and sixty-five cents (\$36,763.65). Price for the Helmets shall be fixed at four hundred and thirty-seven dollars and fifty cents (\$437.50) each for first year for the items listed below:
- a. TL-003D-ESS Phenix Helmet with ESS Goggles Red
 - b. TL-003D-ESS Phenix Helmet with ESS Goggles White
 - c. TL-003D-ESS Phenix Helmet with ESS Goggles Black

The Contractor may pass along additional costs to the City of Murfreesboro imposed by the Phenix Helmet manufacturer after the initial first year of the contract so long as official documentation is provided to and verified by the Purchasing Director.

5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
 - 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
 - 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor:
EVS / G&W Diesel
Attn: Jimmie Smith, Vice President of Sales
892 Kansas Street
Memphis, TN. 38106
12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination; Affirmative Action.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 17.1 The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- 17.2 The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- 17.3 The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**
- 18. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

 - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor’s failure to fulfill any obligation in a professional and timely manner under this Contract.
- 19. Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
- 20. Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT

TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

21. **Entire Contract.** This Contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. Any attachments to this Contract not listed above are not applicable. If there is a conflict between any of the provisions of the documents set forth above, this Contract provisions shall control. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

26.2. Notices to Contractor shall be sent to:

Contractor: EVS / G&W Diesel
Attention: Jimmie Smith, Vice President of Sales

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
NORTH AMERICAN FIRE EQUIPMENT COMPANY, INC. (NAFECO)
FOR PURCHASE OF PROTECTIVE GEAR TURNOUT KITS
(JACKET, PANTS, SUSPENDERS)**

This Contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **NORTH AMERICAN FIRE EQUIPMENT COMPANY, INC. (NAFECO)**, a corporation of the State of Alabama ("Contractor"). This Contract consists of the following documents:

- ***Invitation to Bid (ITB) issued 5/10/2016***
- ***Bid specifications issued 5/10/2016***
- ***Contractor's Bid Response dated 5/25/2016***
- ***This Contract***

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

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid & Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the **Protective Gear Turnout items set forth below** and Contractor agrees to provide the goods and services listed below as set forth in the attached Bid Form and Specifications:
 - a. LION V-Force Bi-Swing Coat. K7 Gold Armor AP w/ Lettering Per Murfreesboro Fire Dept. Specifications: \$1,092.00 Ea.
 - b. LION V-Force Pant. K7. Gold Armor AP Per Murfreesboro Fire Dept. Specifications: \$948.00 Ea.
 - c. Boston Leather Suspender. Snap On Loop Reflective: \$54.00 Ea.
2. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties. The initial term shall be one (1) year from the Effective Date of the Contract and shall be subject to automatic renewal for up to three (3) additional one-year terms, unless the City exercises its right to terminate the contract. The Effective Date of contract is _____.
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. Deliveries of all items shall be made within thirty (30) calendar days of order at the City of Murfreesboro Fire & Rescue Department located at 220 N.W. Broad Street, Murfreesboro, TN 37130. Contact Person Asst. Fire Marshall Carl Peas (tel. 615-849-1442; fax 615-848-3201) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - 3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

- 3.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - 3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid as set forth below. The price is fixed at amount listed in the bid for the initial one-year term as well as any renewal term should it be extended.
- a. LION V-Force Bi-Swing Coat. K7 Gold Armor AP w/ Lettering Per Murfreesboro Fire Dept. Specifications: \$1,092.00 Ea.
 - b. LION V-Force Pant. K7. Gold Armor AP Per Murfreesboro Fire Dept. Specifications: \$948.00 Ea.
 - c. Boston Leather Suspender. Snap On Loop Reflective: \$54.00 Ea.

Notwithstanding the foregoing, Contractor may request a price increase solely due to price increases imposed by an item’s manufacturer prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor’s failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (up to a maximum of four) at the prior term’s prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.

4. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar days’ written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

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

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 16.1 **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- 16.2 **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- 16.3 **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors**

and subcontractors to employ and advance in employment qualified individuals with disabilities.”

16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 17.1 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 17.2 Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 17.3 Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

18. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

19. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. Any attachments to this Contract not listed above are not applicable. If there is a conflict between any of the provisions of the documents set forth above, this Contract provisions shall control. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.

21. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

22. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
23. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
24. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

24.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: Purchasing Director
Address: Post Office Box 1139
 111 West Vine Street
 Murfreesboro, TN 37133-1139

24.2 Notices to Contractor shall be sent to:

Contractor: NAFECO
Attention: Ronald Woodall, Vice President
Address: 1515 West Moulton Street
 Decatur, AL 35601

25. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO:

NAFECO

By: _____
 Shane McFarland, Mayor

By: _____
 Ronald Woodall, Vice President

Approved as to form:

STATE OF _____)
 : ss
 COUNTY OF _____)

 Craig D. Tindall, City Attorney

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

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

 Notary Public
 My Commission Expires: _____

May 25, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 4:00 p.m. on Wednesday, May 25, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
David Ives, City Attorney
Craig Tindall, City Attorney
Melissa Wright, City Recorder/Finance Director
Ana Maria Stovall, Reports & Compliance Manager
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Mayor McFarland announced that this special meeting was being held to continue review of the proposed City of Murfreesboro 2016-2017 Budget. He noted that Council and staff were wearing MFRD hats to not only support the service providers of the City but to support Vice-Mayor Young in his battle with an illness that he is sure to tackle with no problem.

The Council then took under review and discussion the following funds and departments: Building & Codes, Planning, Engineering, State Street Aid, Transportation, Urban Environment, Civic Plaza, Parking Garage, Other General Governmental, Debt Service, Capital improvement, TMBF/Bond, Senior Citizens, Golf Course, Airport, Information Technology and Murfreesboro Water & Sewer/Stormwater Management. Department Heads and staff highlighted the current year's activities and proposed goals for the next fiscal year. Topics addressed included continued development of the debit and credit card program; development of IT Masterplan for all City departments; increase staffing needs in several departments; move forward with Stormwater Maintenance Program-Phase 2; operational study of Memorial and Broad Street intersection; Stones River Greenway Extension-Phases A & B; increase salary of tree climber position; promote functional use of Civic Plaza; capital project needs and equipment for the ongoing Energy Program in City Schools, Community Technology Center at Hobgood Campus, and Bloomfield Links Pavilion/Restroom Facility; training and new programs at the St. Clair Street Senior Center; expanded Golf Programs in City Schools ESP and Pilot Programs to start in PE Classes at John Pittard Elementary and Reeves Rogers Elementary School as well as other new programs; future improvements at airport with new terminals, hangars, ramps and new facility for Life Flight; Water & Sewer

Northeast Regional Pump Station Project to give increased capacity through the Sinking Creek Interceptor and a joint recognition program called "Water Resources Utility of the Future Today" which is tied to effective utility management. This concluded the budget review for this meeting.

The City Manager announced that final discussion of the budget would continue on Thursday, June 2, 2016, at 5:00 p.m. instead of 5:30 p.m. The City Recorder/Finance Director indicated that the time change for this meeting would be published in the Monday, May 30, 2016, edition of the POST.

There being no further business, Mayor McFarland adjourned this meeting at 5:55 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

June 2, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:45 p.m. on Thursday, June 2, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young

Council Member Ron Washington was absent and excused from this meeting.

The following representatives of the City were also present:

Rob Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, Assistant City Attorney

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

Mr. Richard Baines, 1319 Parkview Terrace, addressed pedestrian safety and crosswalks.

Mr. Marty Rothchild, 1200 Conference Center Boulevard, General Manager of Embassy Suites, addressed the proposed hotel/motel (occupancy) tax increase which, if approved, would total 19.75% and put them at a competitive disadvantage with surrounding counties. He appreciated the Council's further review of this matter.

Mr. Jeff Rainwater, 1129 Tiberius Way, addressed new road construction along Brinkley Road and requested wider sidewalks be constructed during this period. He opposed any tax increases and considered fees as a tax.

Mr. Mike Bowman, 123 Love Court, Director of Sales for The Holiday Inn Express and The Fairfield Inn and Suites, addressed the proposed hotel/motel tax increase having a major negative affect to their industry as well as the economy. Will Murfreesboro continue to be attractive with an occupancy tax of 19.75%?

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 6:58 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

June 2, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:00 p.m. on June 2, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young

Council Member Ron Washington was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
David Ives, City Attorney
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director

Mayor McFarland commenced the meeting with a prayer, followed by the Pledge of Allegiance. He extended heartfelt prayers to the Huhta family as well as the family of the pilot who died from the fatal crash at the Smyrna Air Show.

This meeting was held for the purpose of continuing discussion of the proposed City of Murfreesboro 2016-2017 Budget. The City Manager presented the following additional changes to the General Fund Revenues and General Fund Expenditures:

(Insert letter dated May 31, 2016 here.)

Staff and Council discussed the increase for hotel/motel tax from 2½% to 5% that the Rutherford Budget Committee was proposing. The City earmarks 30% of their hotel/motel tax to the Convention & Visitor's Bureau (CVB). If the City made a decision to increase the 2½%, it was suggested that new dollars be allocated to new tourism opportunities. There was no action taken at this time as Council requested further study on the matter to be considered at a future work session.

The Council and staff discussed the salary for position of Tree Climber in the Urban Environmental Department. It was agreed to increase the salary to the maximum of \$41,000 and proceed with advertising the position.

Mr. Shacklett addressed Outside Agencies and suggested the following increases: Ethos Youth Ensembles (formerly Murfreesboro Youth Orchestra) - \$2,500 for a total of \$10,000; Oaklands Association - \$5,000 for a total of \$20,000; Murfreesboro Symphony Orchestra - \$2,500 for a total of \$15,000; International Folkloric Society - \$500 for a total of \$3,000; Dr. Martin Luther King Scholarship - \$2,000 for a total of \$6,000; Boys & Girls Club - \$1,500 for a total of \$7,500; Second Harvest Food Bank - \$2,500 for a total of \$5,000; Read to Succeed - \$1,500 for a total of \$7,500; Jesse C. Beesley Animal Humane - \$500 for

a total of \$3,000; Greenhouse Ministries \$5,000 for a total of \$10,000; Transit Alliance - \$2,500 for a total of \$5,000; and The Journey Home, Inc. - \$2,500 (first time request). The Outside Agencies would be considered after the budget public hearing at the 7:00 p.m. meeting. It was discussed whether or not The Homeless Alliance of Rutherford County (HARC) would be considered under Outside Agencies or part of Community Development since that department would be very actively involved in this organization. More information was requested before making a decision on this funding request. Mr. LaLance expressed his opinion regarding increases and charitable organizations being part of the budget. Mr. Smotherman expressed his opposition to using tax dollars to support charities.

Mr. Smotherman addressed salaries and his concerns with the employee at the bottom of the pay scale only receiving 2%. He suggested amending the budget that includes a 2% across-the-board raise for all employees and give anyone under \$35,000 a 4% raise; anyone under \$70,000 a 3% raise; and anyone over \$70,000 a 2% raise as presented in the budget. Ms. Scales Harris addressed the proposed 4% increase in insurance and the effect it would have on the employee at the lower pay scale. Mr. LaLance had concerns with this proposal causing compression and the pay scale getting out of market. He suggested moving the ranges by a certain percentage or increase insurance premiums by 4% for those making \$70,000+; 2% for salaries \$35,000-\$70,000; and no increase up to \$35,000. Mayor McFarland addressed the amount of work that went into the pay study to address issues such as compression and felt we are getting on a dangerous slope when you start breaking employees up into pay range salaries. The fair thing to do for employees is to increase the range of the pay study by 3%. He could not support breaking up employees into segments and suggested that maybe it is time to think about merit based pay instead of ranges.

Mayor McFarland announced that further discussion on the budget would continue after the public hearing in the 7:00 p.m. meeting.

There being no further business, Mayor McFarland adjourned this meeting at 6:43 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 16-O-24 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2016-2017, and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on June 2, 2016 and is prepared to adopt its financial plan for Fiscal Year 2016-2017.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2016-2017, for the City's General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY 2014-2015 and 2015-2016 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2016-2017, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2016-2017, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2016-2017 that may have already transpired at the taking effect date of this Ordinance as well as for the entire Fiscal Year 2016-2017.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2016-2017 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2016-2017 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

EXHIBIT A

City of Murfreesboro
2016-2017

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
GENERAL FUND:			
REVENUES			
Local Taxes	\$84,490,204	\$88,369,010	\$91,638,396
State of Tennessee	15,252,288	15,927,225	16,347,569
Federal Government	1,781,607	4,529,522	10,611,650
Other Sources	19,655,212	15,248,621	18,910,170
Reimbursements from Other Funds	4,479,969	2,395,584	3,070,117
Transfers In	3,120,100	3,259,860	3,290,000
Total Revenue & Transfers In	\$128,779,380	\$129,729,822	\$143,867,902
EXPENDITURES			
Personnel Costs	\$59,535,066	\$64,298,590	68,266,251.34
Other Costs:			
General and Administrative	2,411,611	-	-
Legislative	-	68,433	148,200
City Manager	-	283,531	361,230
Finance	-	381,137	302,600
Purchasing	-	21,623	41,985
Legal	64,322	93,369	93,900
Human Resources	202,349	266,673	333,000
Planning	515,709	345,387	543,800
Engineering	4,156,685	5,628,608	8,863,857
General Government Buildings	-	222,672	273,928
State Street Aid	2,196,271	2,783,200	2,850,000
Transportation	918,438	771,478	1,075,409
Information Technology	804,158	818,141	1,635,675
Communications	167,735	156,150	1,002,932
Building and Codes	119,079	112,005	141,394
Judicial	74,304	58,749	121,900
Police	4,855,413	4,515,437	5,266,095
Fire	1,566,666	1,753,761	1,899,756
Urban Environmental	204,453	272,957	277,423
Civic Plaza	30,851	18,773	26,259
Parking Garage	173,253	148,344	100,200
Fleet Services	1,392,366	1,634,540	(576,922)
Park & Recreation	4,949,819	2,865,771	6,413,300
Golf	743,863	695,953	1,267,278
Solid Waste	1,833,390	1,776,946	2,577,876
Senior Citizens	279,313	294,689	324,019
Community Development	485,130	639,551	940,333
Public Health	2,586,700	2,123,056	2,373,447
Transfers Out	4,908,076	5,398,024	5,804,579
Debt Service - Transfer Our	26,371,574	27,514,439	32,381,586
Miscellaneous	1,802,479	4,275,273	3,524,113
Total Expenditures & Transfers Out	\$123,349,073	\$130,237,261	\$148,655,403
Beginning Fund Balance	\$56,771,507	\$62,201,814	\$61,694,376
Ending Fund Balance	\$62,201,814	\$61,694,376	\$56,906,874
DEBT SERVICE FUND:			
REVENUES			
Other Sources	\$2,007	-	-
Transfers In	27,577,693	\$28,323,577	\$33,309,138
Total Revenue & Transfers In	\$27,579,700	\$28,323,577	\$33,309,138
EXPENDITURES			
Other Costs	\$23,844,557	\$22,689,432	\$28,693,772
Transfers Out	4,820,641	5,634,144	6,265,366
Total Expenditures & Transfers Out	\$28,665,198	\$28,323,577	\$34,959,138
Beginning Fund Balance	\$3,861,500	\$2,776,002	\$2,776,002
Ending Fund Balance	\$2,776,002	\$2,776,002	\$1,126,002

City of Murfreesboro
2016-2017

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
AIRPORT IMPROVEMENT FUND:			
REVENUES			
State of Tennessee	\$1,953,488	\$4,091,400	\$383,300
Federal Government	-	481,000	200,500
Other Sources	1,482,269	1,142,350	1,531,100
Total Revenue	<u>\$3,435,757</u>	<u>\$5,714,750</u>	<u>\$2,114,900</u>
EXPENDITURES			
Personnel Costs	\$187,626	\$214,570	\$224,982
Other Costs	2,991,803	5,327,809	1,743,900
Transfers Out	190,649	164,500	150,000
Total Expenditures & Transfers Out	<u>\$3,370,078</u>	<u>\$5,706,879</u>	<u>\$2,118,882</u>
Beginning Fund Balance	\$392,072	\$457,751	\$465,622
Ending Fund Balance	\$457,751	\$465,622	\$461,640
DRUG FUND:			
REVENUES			
Other Sources	\$386,402	\$176,728	\$243,100
Transfers In	97,973	87,921	100,000
Total Revenue & Transfers In	<u>\$484,375</u>	<u>\$264,649</u>	<u>\$343,100</u>
EXPENDITURES			
Other Costs	\$280,720	\$737,298	\$474,950
Total Expenditures	<u>\$280,720</u>	<u>\$737,298</u>	<u>\$474,950</u>
Beginning Fund Balance	\$653,387	\$857,042	\$384,393
Ending Fund Balance	\$857,042	\$384,393	\$252,543
INSURANCE FUND:			
REVENUES			
Other Sources	\$14,737,715	\$15,464,730	\$16,400,975
Total Revenue	<u>\$14,737,715</u>	<u>\$15,464,730</u>	<u>\$16,400,975</u>
EXPENDITURES			
Other Costs	\$13,303,927	\$14,471,393	\$16,400,975
Total Expenditures	<u>\$13,303,927</u>	<u>\$14,471,393</u>	<u>\$16,400,975</u>
Beginning Fund Balance	\$2,280,487	\$3,714,275	\$4,707,612
Ending Fund Balance	\$3,714,275	\$4,707,612	\$4,707,612
RISK MANAGEMENT FUND:			
REVENUES			
Other Sources	\$3,817,524	\$3,747,136	\$3,770,774
Total Revenues	<u>\$3,817,524</u>	<u>\$3,747,136</u>	<u>\$3,770,774</u>
EXPENDITURES			
Personnel Costs	\$300,746	\$295,729	\$312,801
Other Costs	3,334,074	3,920,221	3,780,235
Total Expenditures	<u>\$3,634,820</u>	<u>\$4,215,950</u>	<u>\$4,093,036</u>
Beginning Fund Balance	\$1,870,541	\$2,053,245	\$1,584,431
Ending Fund Balance	\$2,053,245	\$1,584,431	\$1,262,169
CAPITAL IMPROVEMENT PROJECTS FUND:			
REVENUES			
Other Sources	\$4,821,849	\$400	\$3,100,400
Issuance of Debt	-	-	2,140,000
Total Revenue	<u>\$4,821,849</u>	<u>\$400</u>	<u>\$5,240,400</u>
EXPENDITURES			
Other Costs	\$ -	\$1,000,000	\$9,200,850
Total Expenditures	<u>\$0</u>	<u>\$1,000,000</u>	<u>\$9,200,850</u>
Beginning Fund Balance	\$1,060,436	\$5,882,285	\$4,882,685
Ending Fund Balance	\$5,882,285	\$4,882,685	\$922,235

City of Murfreesboro
2016-2017

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
<u>TMBF/BOND FUND:</u>			
REVENUES			
Other Sources	\$1,091,163	\$74,113	\$50,000
Transfers In	683,000	-	-
Issuance of Debt	<u>2,467,403</u>	<u>86,851,254</u>	<u>2,359,375</u>
Total Revenue & Debt Issuance	<u>\$4,241,566</u>	<u>\$86,925,367</u>	<u>\$2,409,375</u>
EXPENDITURES			
Other Costs	\$18,545,814	\$20,000,000	\$80,000,000
Transfers Out	<u>1,015,470</u>	<u>24,113</u>	<u>50,000</u>
Total Expenditures & Transfers Out	<u>\$19,561,284</u>	<u>\$20,024,113</u>	<u>\$80,050,000</u>
Beginning Fund Balance	\$38,709,845	\$23,390,127	\$90,291,381
Ending Fund Balance	\$23,390,127	\$90,291,381	\$12,650,756

2016-2017 FUNDED POSITION COUNT

EXHIBIT B						
DESCRIPTIONS	2014/2015		2015/2016		2016/2017	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS						
General and Administrative	22	12				
Mayor & Council *				7		7
City Manager *			4	2	4	2
Finance *			16		16	
Purchasing *			2		2	
General Government Buildings *			3	2	3	2
Information Technology	12	1	13	1	14	1
Communications	6	2	6	2	6	2
Legal	7		7		7	
Human Resources	9		9	1	10	1
Planning	8	12	8	12	10	12
Transportation	18	10	19	10	22	7
Building	22	1	23	1	25	
Judicial	6		6		6	
Police	285	37	290	37	296	37
Fire	188	2	188	2	203	2
Fleet Services Fund	13		14		14	
Engineering	44	7	46	8	49	8
Urban Environmental	15		16		17	
Civic Plaza	1		1		1	
Recreation - Full Time	74		75		75	
Part Time		267		272		272
Golf - Full Time	14		14		14	
Part Time		41		41		44
Solid Waste	41	1	41	1	41	1
Senior Citizens	9	10	10	10	10	10
Community Development	2	1	2	1	2	1
Total General Fund	796	404	813	410	847	409
Risk Management Fund	3		3		3	
Airport Fund	1	6	1	6	2	5
	4	6	4	6	5	5
	800	410	817	416	852	414

* In FY 2016, these departments were separated out from the General Administrative Department.

ORDINANCE 16-O-25 providing for the levy and collection of a tax for the year 2016 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest, penalties and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2016, and the estimates of revenues to be received by the City of Murfreesboro for the year 2016, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2016, the sum of One and 20.066/100 Dollars (\$1.2066) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest or penalty added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2016, and interest at the rate of one percent (1% or .01) per month and penalties in the amount of one-half of one percent ($\frac{1}{2}\%$ or .005) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2016. Both such interest and penalties shall be added to the amount of the said taxes, and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on January 1, 2018, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of January 1, 2018; and the costs fixed by the law of the State for collection of delinquent State or County taxes, exclusive of City Back Tax Attorney's commission, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after January 1, 2018, or on and after such period or periods of time to which said certification of such taxes to the City's attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinance take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

ORDINANCE 16-O-30 amending the 2015-2016 Budget (5th amendment).

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

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 15-O-35 on June 18, 2015 to implement the 2015-2016 Budget; 1st amendment by Ordinance 15-O-44 on July 30, 2015; 2nd amendment by Ordinance 15-O-45 on October 22, 2015; 3rd amendment by Ordinance 15-O-67 on January 14, 2016; and 4th amendment by Ordinance 16-O-18 on May 12, 2016; and,

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

Department	Account	BUDGET AS PREVIOUSLY AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>INSURANCE FUND</u> EXPENDITURES	<u>INSURANCE FUND</u> EXPENDITURES MEDICAL	682,959	1,164,959	<u>\$ 482,000</u> 482,000
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ -	500,000	<u>500,000</u>
<u>RISK MANAGEMENT FUND</u> EXPENDITURES	<u>RISK MANAGEMENT FUND</u> CLAIMS	\$ 2,625,000	\$ 3,859,000	<u>\$ 1,234,000</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (617,951)	(1,851,951)	<u>(1,234,000)</u>

ORDINANCE 16-OZ-27 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 22.5 acres in the Planned Unit Development (PUD) District located along Memorial Boulevard and Haynes Haven Lane as indicated on the attached map; National HealthCare Corp., applicant [2016-418].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing the addition of 23 units strictly for the memory care unit at Adams Place.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



WINTHORNE LN

RS-15

MEMORIAL BLVD

P

PUD Amended

PUD

FREEDOM CT

KEVIN DR

PEACOCK AVE

AIRPORT RD

RS-15

HAYNES HAVEN LN

CH

Ordinance 16-OZ-27

LOVE CT

UPTOWN SQ

JAMES DR

WARD DR

HERITAGE PARK PLZ

GLENIS DR

CM

E M TCS RD





... creating a better quality of life

June 23, 2016

REGULAR AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Ordinance 16-O-26 regarding the Murfreesboro Electric Department

Background

Council has requested that an ordinance be prepared that reestablish the Murfreesboro Electric Department Board as an advisory board of the City Council. Attached for your consideration and discussion on first reading is an ordinance that emulates the Code provision governing the Murfreesboro Water & Sewer Department's Board and aligns the structure of these two utility service departments of the City.

Fiscal Impact

None.

Concurrences

The City Manager and City Attorney recommend approval of this Ordinance.

Recommendation

It is recommended that City Council approve Ordinance 16-O-26.

Attachments

1. Ordinance 16-O-26

Sincerely,

Craig D. Tindall
City Attorney

Legal Department

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

ORDINANCE 16-O-26 amending the Murfreesboro City Code, Chapter 11 – Electricity, Sections 11-1, 11-2, and 11-3, dealing with the Murfreesboro Electric Department.

WHEREAS, the City is authorized by its Charter to acquire by purchase, condemnation or in other lawful manner, construct, own, operate, maintain, or sell, lease, mortgage, pledge or otherwise dispose of, among other utility services, electric generating plants, electric distribution systems, and street lighting systems;

WHEREAS, on May 12, 1939, the City, within the authority granted by its Charter, Chapter 429, Private Acts, 1935, purchased the existing electric system serving the City; created an electric department; and under that department, began operating the electric generating plant, purchasing electricity from the Tennessee Valley Authority, operating the electric distribution system, and operating the City’s street lighting system;

WHEREAS, since creating the electric department, the City has financed the improvement, operation, and maintenance of the electric system through the collection of rate payments and the issuance of revenue bonds to meet demand for electric power and provide a high level of electric service to the City’s electric customers;

WHEREAS, on May 16, 1946 the Council resolved to create the Board of Public Utilities, the name of which on January 9, 1986 was changed to the Murfreesboro Electric Department, and to appoint a governing Board, commonly known as the “Power Board,” consistent with the Municipal Electric Plant Law of 1935, Chapter 32, Public Acts, 1935, for the general supervision and control of the improvement, operations, and maintenance of the electric system; the Power Board, with modifications, has served the City continually since its creation;

WHEREAS, in light of the growth of the electric department, the expansion of the electric system, and the current and projected demand for additional service, the Council deems it in the best interest of the rate payers and the citizens of Murfreesboro, within and solely with respect to the authority granted by its Charter, to dissolve the Power Board as constituted and to reconstitute the Power Board under authority of the Charter in order to more fully integrate the electric department into the City’s management structure and assure continued effective and efficient improvement, operations, and maintenance of the electric system.

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

SECTION 1. The Murfreesboro Electric Power Board, created by Resolution of the Council on May 16, 1946, and formerly known as the Board of Public Utilities, is hereby dissolved and re-established as set forth herein.

SECTION 2. Section 11-1 of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

SECTION 11-1 DEPARTMENT CREATED.

(A) Consistent with the City’s Charter and upon the City’s purchase of an electric generating plant in 1939, the Electric Department is a department of the City’s government having jurisdiction over the electric generating plant, electric

distribution system, and street lighting system (collectively, the “electric system”) within and without the City.

(B) Notwithstanding anything to the contrary that may be expressed or implied in this article, it is hereby expressly provided as follows:

- (1) all funds of the Electric Department and of the electric system shall be kept separate and apart from all other funds of the City and continue to be kept, deposited, and disbursed by and in the name of the City Treasurer as at the present time, until and only to such extent as the Council may hereafter specifically authorize and direct; and
- (2) the Council reserves full and complete power and authority to adopt the budget for the Electric Department and the electric system in such amounts as it determines and whether or not in agreement with the budgetary recommendations of the Power Board, and also full and complete power and authority, subject to existing power purchase agreements, over the rates and charges for electric services and other services furnished by the Electric Department and electric system. The Council will receive and give full consideration to the recommendations of the Power Board as to any proposed budget or schedule of rates and charges and will continue to adhere to the City’s agreement with the Tennessee Valley Authority.

SECTION 3. Section 11-2 of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

SECTION 11-2 POWER BOARD CREATED.

- (A) *Manner of creation.* The Council, having purchased the electric system within the authority of its Charter, elects not to appoint a board of public utilities under T.C.A. § 7-52-107, and appoints an advisory board for the electric system consistent with the Charter and this section.
- (B) *Board creation.* There is hereby created a “Power Board” of the City, to have and to exercise general supervision and control of the operation, maintenance, improvement and extension of the Murfreesboro Electric Department and of the electric system of the City, including without limitation by reason of enumeration to exercise the powers and the performance of the duties hereinafter conferred upon the Power Board by the Council. The Power Board’s authority and responsibilities are subject to the terms and provisions of this article and to the supervision and control of the City Manager over the Electric Department and the electric system consistent with the authority provided in Murfreesboro City Charter, § 97.
- (C) *Board; term of office.* The Power Board shall be composed of five members, four citizen members and one Council member.
 - (1) The four citizen members shall be residents of the City appointed by the Mayor with the approval of the City Council and serve four-year, staggered terms. For the initial appointment upon adoption of this Ordinance, the Mayor shall designate two citizen members to serve two years and two members to serve four years. Thereafter, each appointment will be for four years. Appointments made to fill vacancies will fill only the uncompleted term of the member vacating the Power Board.
 - (2) The fifth member shall be, upon approval of Council, the Mayor or a Council member, whose term be coterminous with the Mayor or Council member’s current term of office at the time of appointment.
- (D) *Vacancies.* Vacancies in the membership of the Power Board occur upon the death or resignation or removal of a member, or upon a member ceasing to be a qualified voter or elector or property holder of the City. A member may be removed from office, and a vacancy be thus created, by the Mayor with the consent of the Council, for incompetency or incapacity to perform the duties of a member or for neglect of the duties of such member or for any misconduct of a member in the performance of duties, upon written charges being filed by the Mayor with the Council and a copy thereof being served upon such member, and upon a reasonable opportunity being afforded such member to be heard in person and by attorney upon said charges in a hearing before the Council.

- (E) *Bond; oath.* Each member of the Power Board shall give such bond, if any, as may be required by resolution of the Council, and qualify by taking the same oath of office as prescribed for Council members.
- (F) *Organization; quorum.* After each subsequent appointment and qualification of a member or members to the Power Board for a new term, and at the first meeting held subsequent to the appointment and qualification of such members for such new term, the Power Board shall again elect its chair and vice-chair and a secretary; provided, however, that the Power Board, instead of electing a secretary from its membership, may elect to designate a regular or part-time employee of the Electric Department to serve as secretary of the Power Board. If any member so elected chair, vice-chair or secretary (other than a non-member of the Power Board designated as secretary as aforesaid), dies or resigns, or for any other reason ceases to serve as such chair, vice-chair, or secretary, the vacancy so occurring may be filled by the Power Board for the unexpired term. A majority of the Power Board constitutes a quorum and the Power Board shall act by majority vote of the members present at any meeting attended by a quorum. Vacancies in the Power Board shall not affect its powers and authority so long as a quorum remains.
- (G) *Meetings.* The Power Board shall hold public meetings as often as may be necessary, but at least once per month, at such regular time and place as the Power Board may determine. Changes in the time and place of regular meetings shall be made known to the public as far in advance as practicable. Any regular meeting may be adjourned from time to time by appropriate entry upon the minutes of the Power Board, and the Power Board may hold special meetings at such regular place of meeting at such times and as often as may be deemed necessary, either:
- (1) upon the call of the chair, the vice-chair or a majority of the Power Board and the posting, at least twelve hours prior to the time fixed for the holding of such meeting, of a copy of such call in the principal office of the Department and, when practicable, upon giving oral or written notice thereof to the members not calling or participating in the call of the particular special meeting; or,
 - (2) upon the written consent of all the members of the Power Board and the posting, at least twelve hours prior to the time fixed for the holding of such meeting, of a copy of such written consent posted in such principal office.
- (H) *Compensation.* All members of the Power Board shall serve as such without compensation or benefit, but they shall be allowed necessary traveling and other expenses while engaged in the business of the Power Board, including an allowance not exceeding one hundred dollars (\$100.00) per meeting for attendance and not exceeding two meetings per calendar month, such expenses to constitute a cost of operation and maintenance of the City's electric system.

SECTION 4. Section 11-3 of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

SECTION 11-3 POWER BOARD POWERS AND DUTIES.

- (A) *Generally.* In addition and incidental to the powers and duties conferred upon or vested in the Power Board by the provisions of this Section, the Power Board shall have and perform the following powers and duties, to wit:
- (1) study and analyze the operations of the Electric Department and of the electric system and make recommendations to the City Council for the improved and more efficient and economical operation thereof;
 - (2) consider the need for and make recommendations to the Council with reference to the maintenance, improvement and extension of the electric system and the method or methods of financing same;
 - (3) study and analyze the financial requirements of the electric system, including funds required (i) to pay all operating costs and expenses, necessary to pay the principal of and interest on the bonds payable solely from the revenues and income of the electric system or payable from such revenues and income; (ii) to pay, in the event of a deficiency of such

revenues and income, from unlimited ad valorem taxes levied on all the taxable property within the City necessary to pay the principal of and interest on any other bonds issued by the City for electric system purposes which are not expressly payable from such revenues and income but by the terms thereof are payable solely from the levy of such taxes necessary to provide the sinking funds required to be set aside for the payment of any such bonds by the resolution or resolutions authorizing such bonds; (iii) to provide for the necessary and appropriate maintenance, improvement, and extension of the electric system;

- (4) study and make recommendations to the Council as to the financial requirements of the electric system and recommend any specific schedule of rates and charges which the Power Board considers necessary to meet such financial requirements;
 - (5) study and make recommendations to the Council as to the personnel required for the economical and efficient operation, maintenance, improvement and extension of the electric system, make recommendations on the salary or other compensation and other terms and conditions under which such personnel shall be employed or work, and make recommendations to the City Manager as to the particular person or persons deemed by it suitable for employment, where the employment of such person or persons is provided for in the budget for the Electric Department and electric system for the current fiscal year; or, if not so provided for, when the employment of such person or persons is specifically authorized by the Council, and
 - (6) contract for all services, supplies, equipment, and machinery required in the operation, maintenance, improvement, and extension of the electric system, but all such contracts or purchases are subject to the availability of funds therefore and be made pursuant to the City's Procurement Code, §2-10, with emergency purchases subject to the approval of the City Manager.
- (B) *Limitations.* Notwithstanding anything to the contrary in this article that may be expressly or impliedly provided, nothing in this article shall be held or construed to:
- (1) empower the Power Board to authorize or make any expenditure, unless said expenditure is provided for in the budget for the current fiscal year adopted by the City Council for the Electric Department and for the operation, maintenance, improvement and extension of the electric system, and unless each such expenditure has not actually been previously made, or unless the Council otherwise has previously and specifically provided funds by the issuance of bonds or otherwise for the purpose of making such expenditure and has authorized such funds to be expended for the specified purpose;
 - (2) empower the Power Board to borrow money on the faith and credit of the City or on the faith and credit of the electric system or the income and revenues therefrom or the properties thereof or otherwise, or to give and execute any evidence(s) of any such indebtedness; provided that nothing in this clause hereof shall be held or construed to prevent the Power Board from authorizing or making any expenditure (not previously authorized and made), provision for which is made in the budget for the current fiscal year adopted by the Council for the Electric Department and for the operation, maintenance, improvement and extension of the electric system or the funds for which have previously been specifically otherwise provided for the purpose by the Council;
 - (3) prevent the Council from reducing or eliminating any item(s) of expenditures provided for in said budget to the extent not theretofore already authorized to be made or made;
 - (4) authorize the Power Board in its own name, or as it may direct, to take charge of, deposit, or otherwise control the deposit, withdrawal, or disbursement of any of the funds of the Electric Department and of the electric system;
 - (5) affect in any manner or way any contract or obligation of the City with respect to the electric system or the income or revenues therefrom or the

properties thereof, nor with respect to any bonds issued in connection with the electric system or obligations assumed with respect to such bonds; or,
(6) empower the Power Board to lower, raise or otherwise change any rate or charge for electric service or other services which may be furnished by the Electric Department and the electric system.

(C) *Budget.* On or before May 15th of each year, unless such time be extended by the Council, the Power Board shall submit to the City Manager, for submission to and consideration by the Council, a budget for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system for the ensuing fiscal year, setting forth under appropriate headings the recommended itemized expenditures required for the operation, maintenance, improvement, and extension of the electric system during such ensuing year, including the amounts to pay principal of and interest on bonds payable in whole or in part from the revenues and income from the electric system and maturing during such ensuing year and the amount or amounts required by the resolution or resolutions authorizing such bonds to be set aside in reserve or sinking funds for such bonds during such ensuing year and including any recommended expenditures to be made from the proceeds of bonds which the Power Board may recommend to be issued by the City or from tax or other funds which the Council may be requested to provide, and also setting forth a detailed estimate of the income and revenues to be derived from the electric system during such ensuing year, supported by a detailed summary of the actual income and revenues from the electric system during the current and the preceding fiscal years and of the actual expenditures made from such income and revenues during such current and preceding fiscal years for the operation, maintenance, improvement and extension of the electric system, and also by a detailed statement of the proceeds from bonds and of other funds made available by the Council or otherwise to, and actually expended for the operation, maintenance, improvement and extension of, the electric system during the current and preceding fiscal years; provided, however, that nothing herein contained shall be held or construed to prevent the City Manager from preparing, submitting and recommending to the Council a like budget for the Electric Department and for the operation, maintenance, improvement, and extension of the electric system during such ensuing fiscal year.

(D) *Reports to Council.* The Power Board shall make an annual report for each fiscal year of the operations, receipts and expenditures of the Electric Department and of the electric system to the City Council and, if and so long as requested by the Council, quarterly reports of such operations, receipts and expenditures, reflecting total income and revenues of the Electric Department and of the electric system and, under headings corresponding with the items in the budget for the current fiscal year of the Electric Department and electric system, the expenditures authorized and/or made during the period covered by such reports.

SECTION 5. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name Devendrabhai Patel
Age 63
Home Address 315 Sword Lane
Residency City/State Mt. Juliet, TN
Race/Sex Asian/M

10 Year Background Check Findings:

City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None

Name Kinnariben Patel
Age 38
Home Address 917 Everyman Ct.
Residency City/State Columbia, TN
Race/Sex Asian/F

10 Year Background Check Findings:

City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None

Name Bhadresh Patel
Age 41
Home Address 917 Everyman Ct.
Residency City/State Columbia, TN
Race/Sex Asian/M

10 Year Background Check Findings:

City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None

Name of Business Entity Vishnu Enterprise Inc.
Name of Business Longhorn Liquor
Business Location 223 NW Broad street

Type of Application:

New Location _____
Ownership Change _____ X
Name Change _____
Renewal _____

Corporation _____ X
Partnership _____
Sole Proprietor _____

Application Completed Properly? Yes

The actual application is available in the office of the City Recorder.



... creating a better quality of life.

Agenda

June 16, 2016

Honorable Mayor and Members of City Council

Re: Public Hearings to be held on June 23, 2016

Background

Attached is additional information for the public hearings to be held by the City Council. The items are as follows:

- a. Annexation Plan of Services and annexation petition [2016-506] for approximately 76 acres located along New Salem Highway, William & Caroline Waite applicants.
- b. 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

The City Council will need to conduct public hearings on these matters after which it will consider ordinances and resolutions, respectively, for their adoption.

Concurrences

The Planning Commission conducted public hearings on these matters during its regular meeting on May 4, 2016. The Planning Commission is recommending approval of both items.

With respect to item “a”, at the May 4 meeting, the Planning Staff made the Planning Commission aware of Murfreesboro Fire and Rescue Department’s (MFRD) recommendation that the City and the property owner execute a legal agreement requiring that the property owner install a new fire hydrant and a new driveway off of Ashers Fork Drive in order for MFRD to be able to provide service to the existing house on the property. Subsequently, the Planning and Legal Staffs

discussed this issue and agree that it would be more appropriate to delay the effective date of annexation until such time as these issues have been addressed to the satisfaction of MFRD, instead of executing the legal agreement. This would ensure that MFRD has the ability to provide service to the subject property from day one after the annexation becomes effective. Because annexation resolutions are generally not effective until the effective date of a companion zoning request, one way to accomplish this will be to delay the second reading of the zoning request until such time as MFRD's concerns are addressed, if the City Council chooses to approve the zoning request.

Attachments

1. Staff Comments from the May 4, 2016 Planning Commission meeting
2. Illustrations of the areas
3. Plan of services for Item "a"
4. Miscellaneous exhibits and materials pertaining to each item
5. Minutes from the May 4, 2016 Planning Commission meeting

Respectfully Submitted,

Matthew T. Blomeley, AICP
Principal Planner

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 4, 2016**

4.c. Annexation Plan of Services and annexation petition [2016-506] for approximately 76 acres located at along New Salem Highway, William & Caroline Waite applicant.

The subject property is located along the south side of New Salem Highway just east of Cason Lane. It consists of approximately 74 acres and is currently undeveloped, with the exception of one single-family dwelling. Spence Creek, as well as its floodway and floodplain, are located at the north end of the property. The owners have submitted a petition to have the property annexed into the City limits. The next item on the agenda is a companion zoning request for the property. The applicants have requested CF (Commercial Fringe), RM-12 (Multi-Family Residential District), and RZ (Residential Zero-Lot Line) zoning simultaneous with annexation.

The subject property is contiguous with the existing City Limits to the south and to the west, it is within the City's urban growth boundary, and the owner has petitioned the City for annexation. Approximately 870 linear feet of New Salem Highway right-of-way, totaling approximately two (2) acres, is also included in the annexation study. There will be a gap left in the City limits along New Salem Highway, so that the Stonebrook, Brookhill, and Campbell Brown subdivisions to the north, which are located in the unincorporated County, will still remain contiguous with other areas of the unincorporated County. Staff is in the process of preparing an annexation plan of services. It will be ready for the Planning Commission's review prior to the public hearing.

The Planning Commission will need to conduct a public hearing regarding the adoption of the Plan of Services and the annexation petition, after which it will need to formulate a recommendation for City Council. .



SAINT ANDREWS DR

GASON LN

99

Site

BARFIELD RD

GENOA DR
GENEVA
DR

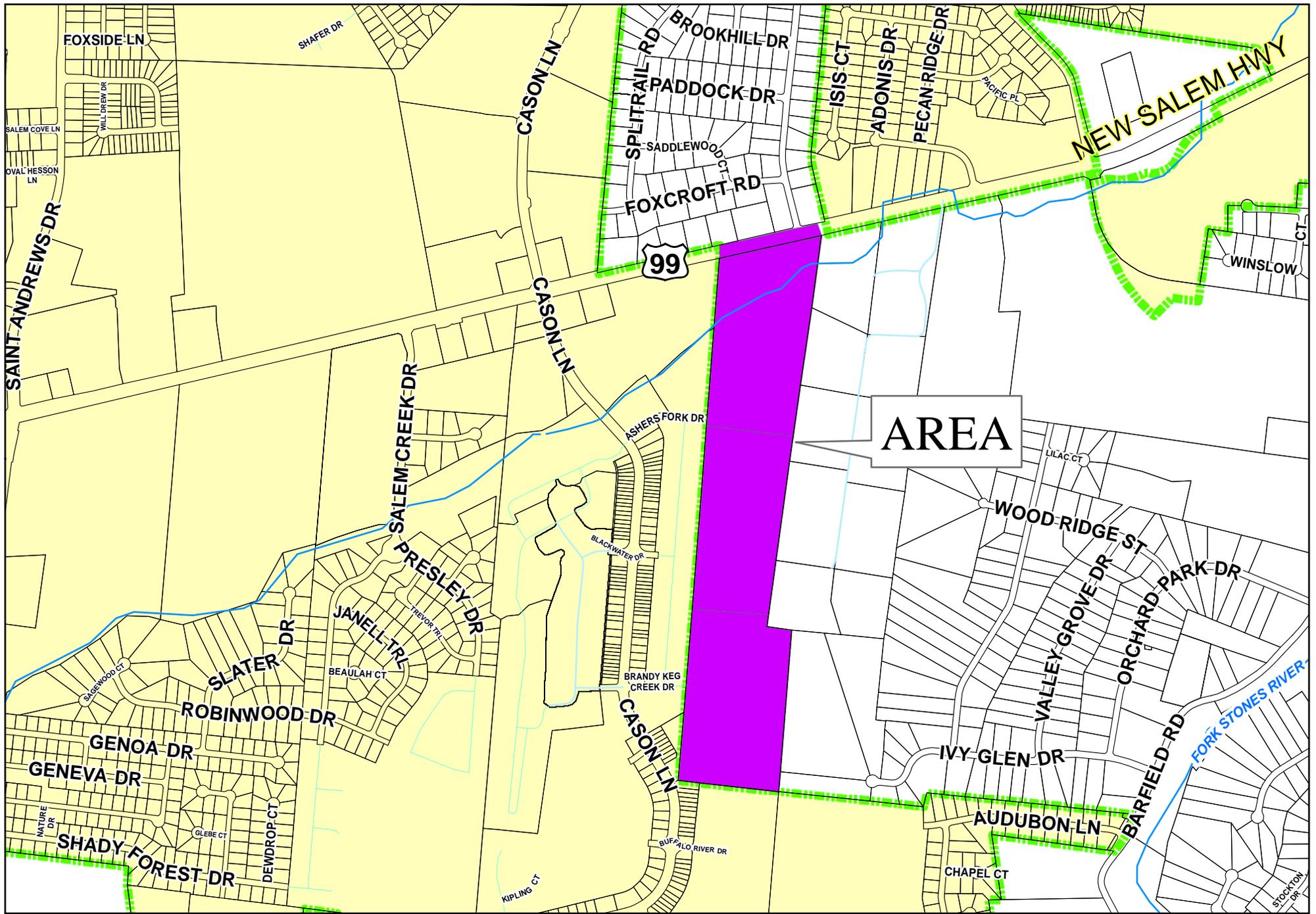
GASON LN

SOUTH RIDGE BLVD

VETERANS PKWY

BARFIELD RD

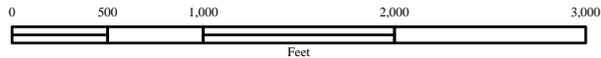




Annexation Request for Property Along New Salem Hwy.



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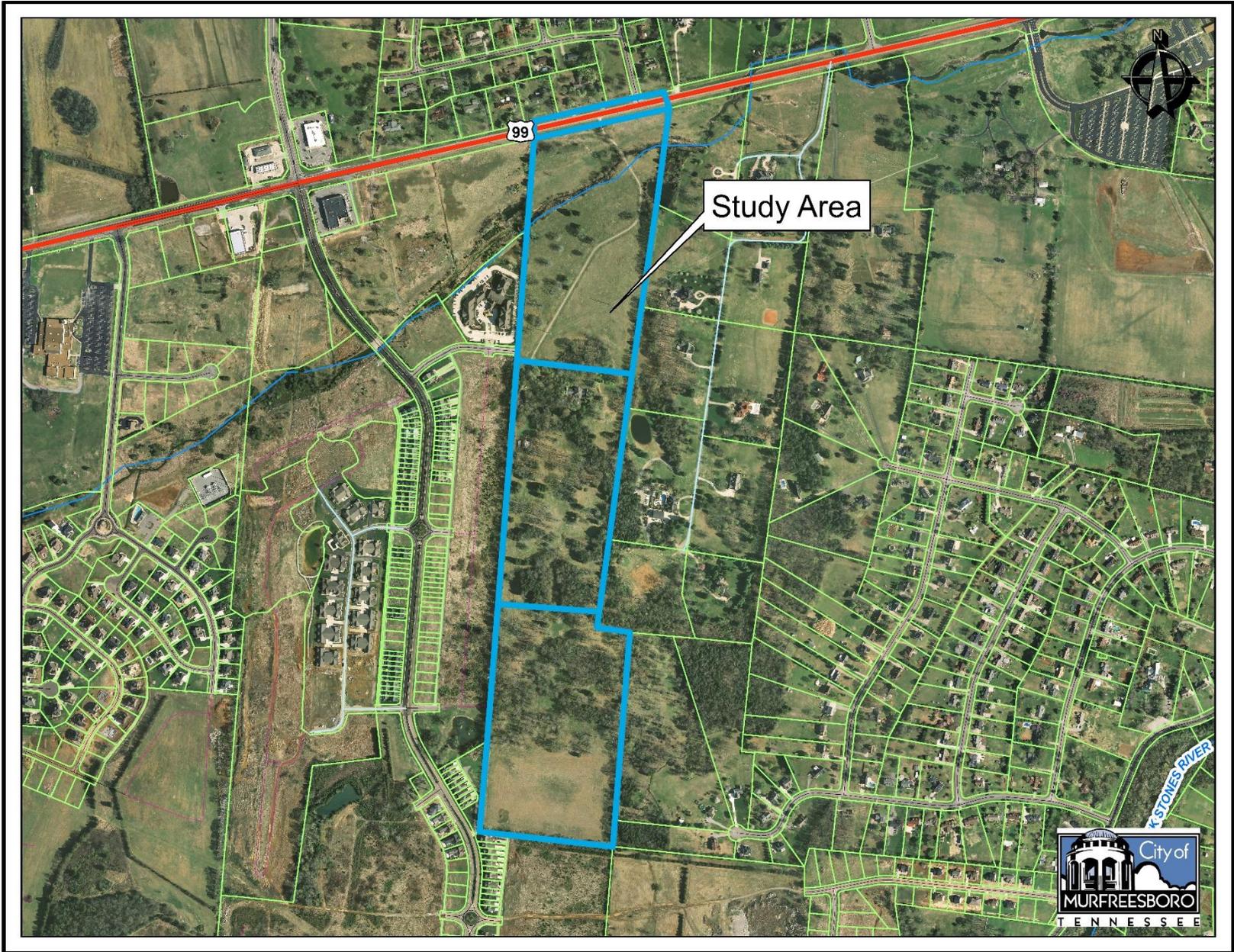


GIS Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
2329 NEW SALEM HIGHWAY
INCLUDING PLAN OF SERVICES**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
May 4, 2016**

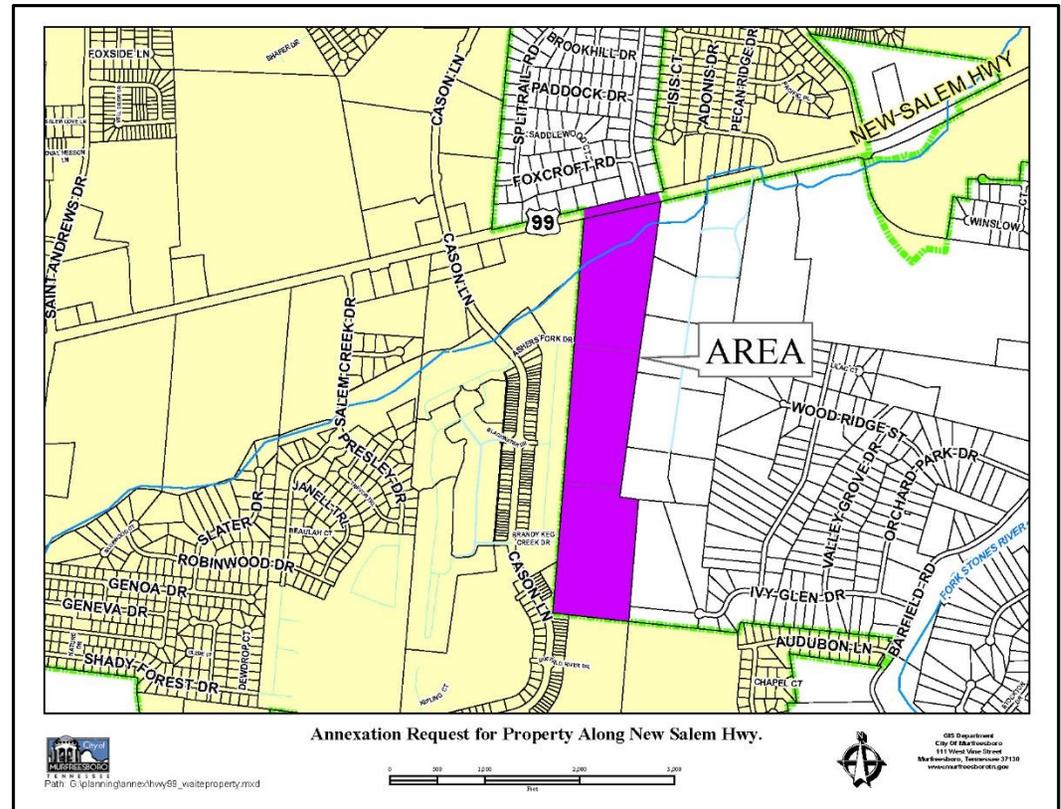


INTRODUCTION

OVERVIEW

The applicant, Clyde Rountree of Huddleston-Steele Engineering, Inc., representing William and Caroline Waite, has requested annexation of property located along the south side of New Salem Highway, east of Cason Lane.

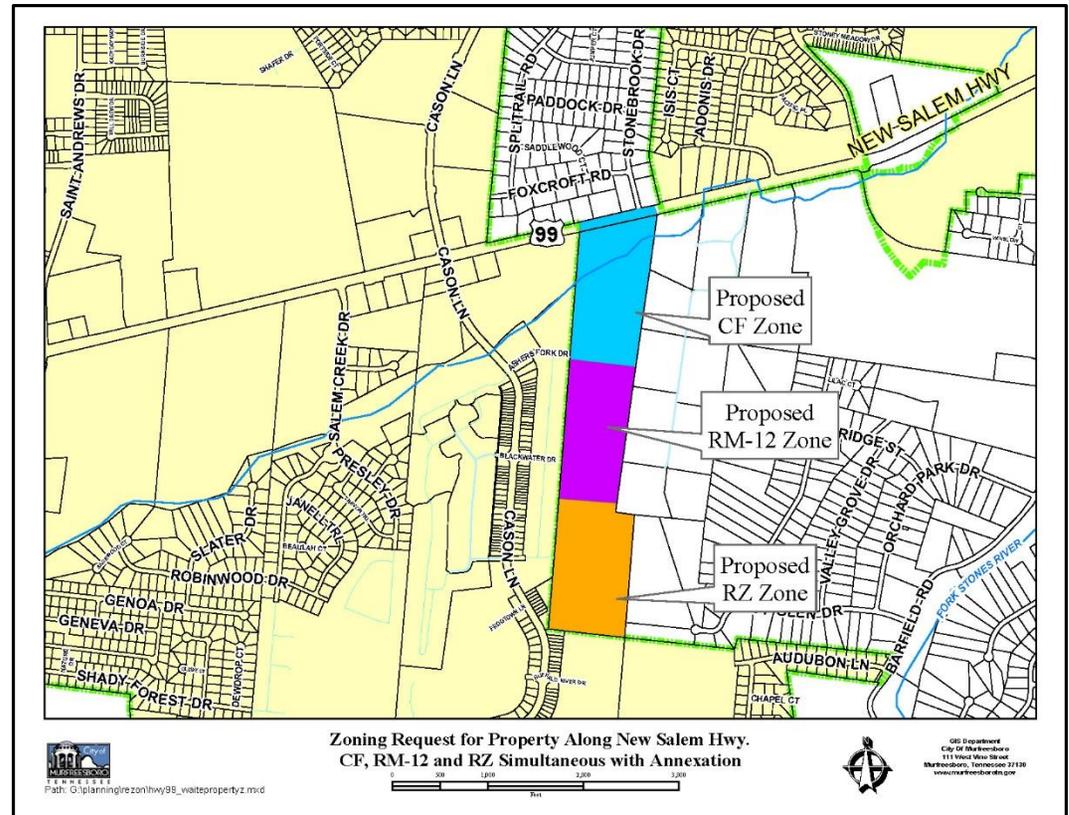
The area studied in this Plan of Services includes a 74.14-acre parcel (Tax Map 114, Parcel 14.00) as well as 1.98 acres (871 linear feet) of right-of-way along New Salem Road. The study area lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City on the south and west. Adjacent areas to the north and east lie within the unincorporated County.



CITY ZONING

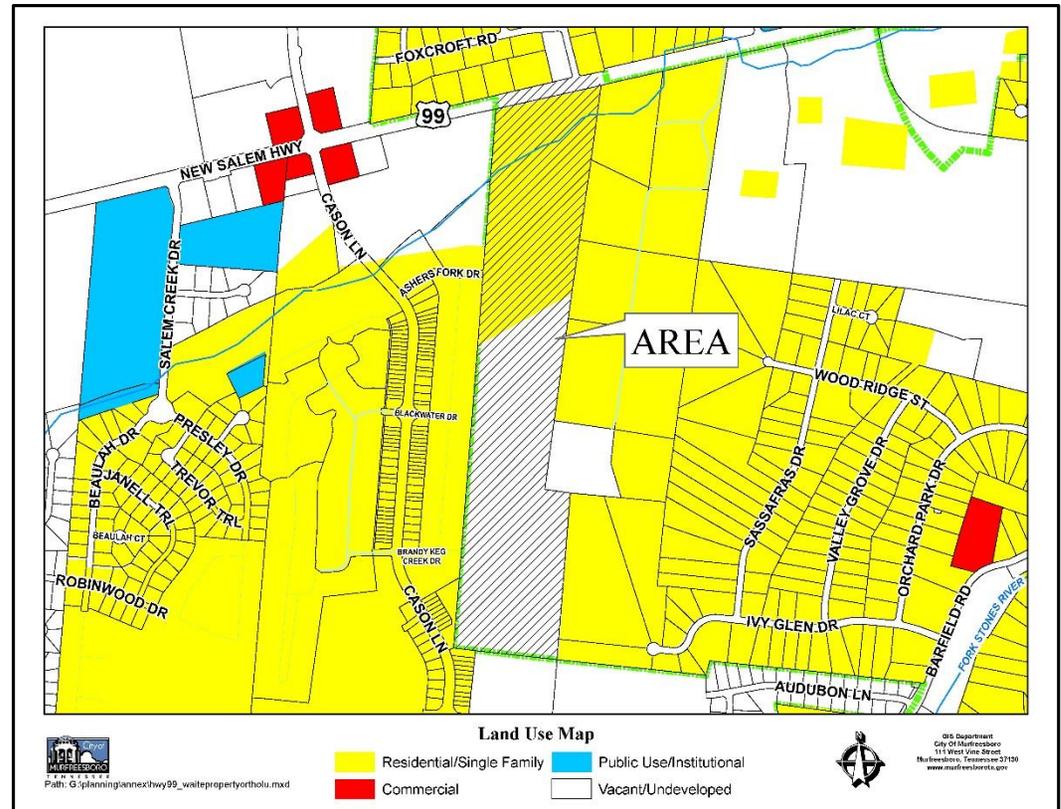
The applicant has requested rezoning simultaneous with annexation. The applicant wishes to have the northernmost 26.07 acres rezoned to CF (Commercial Fringe), the central 23.05 acres rezoned to RM-12 (Multi-Family Residential), and the southernmost 25.02 acres rezoned to RZ (Residential Zero Lot Line). The property is presently zoned RM (Residential – Medium Density) in the County.

Adjacent properties along the west side of the study area are located within the City and are zoned CH (Highway Commercial), PCD (Planned Commercial), and PRD (Planned Residential). Adjacent properties to the south are located within the City and are zoned PRD. Adjacent properties to the north and east are located within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 74.14-acre study area presently includes one single-family home. The Creekside at Three Rivers assisted living facility lies adjacent to the study area on the west along Ashers Fork Road. The Three Rivers townhouse development adjoins the study area along its western and southern boundaries. Large-lot single-family homes in the unincorporated County line the east side of the study area. Single-family homes on lots varying in size from one-half to two acres in the unincorporated County are present on the north side of New Salem Highway.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2703/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Waite William Etux Carolyn	75.76	\$919,900	\$727,800	\$411,925	\$5,232.68

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

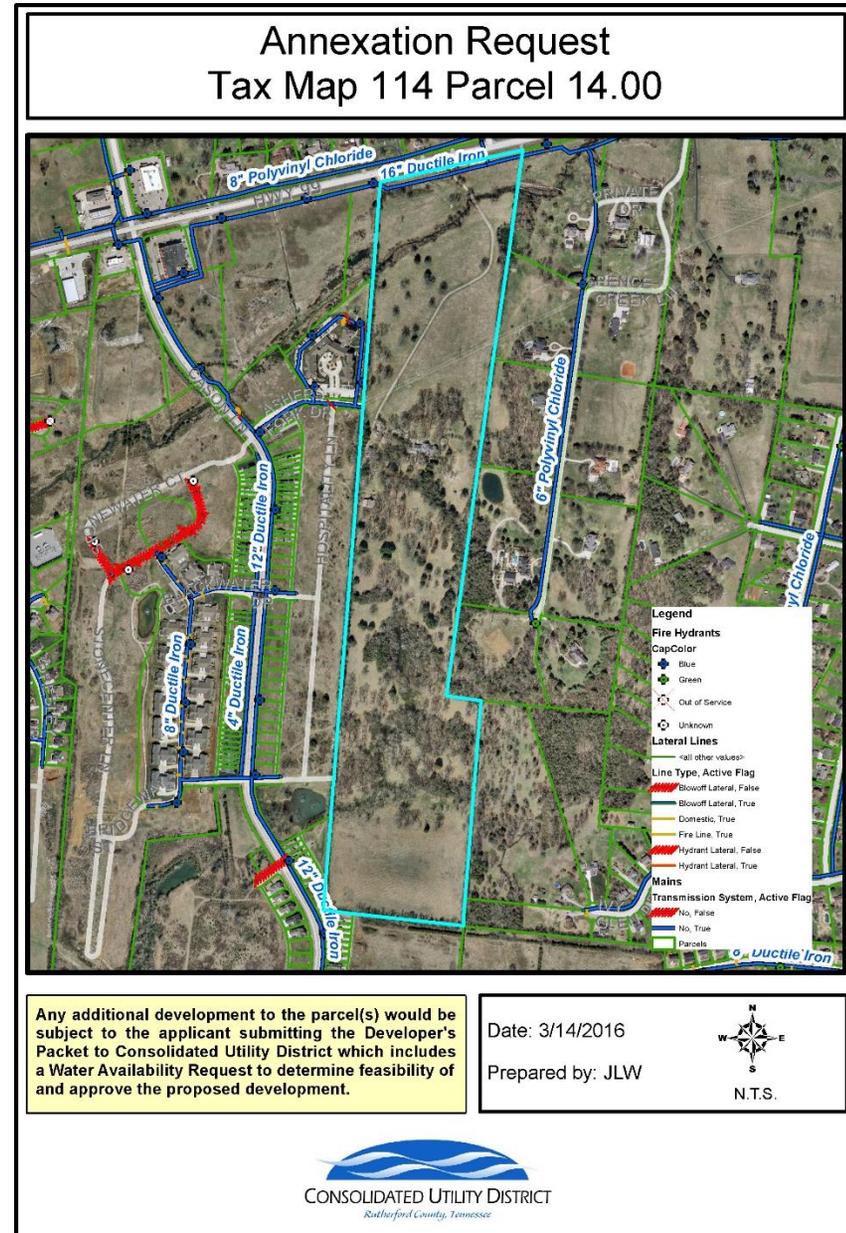
The study area currently has access to New Salem Highway, a major arterial and state route. Upon annexation, routine maintenance of the portion of New Salem Highway included in the study area will become the responsibility of the City of Murfreesboro under contract with the Tennessee Department of Transportation (TDOT). Turn-lane improvements may be warranted with future development. Additionally, TDOT has proposed a future widening project on New Salem Highway; this improvement is also on the City's Major Thoroughfare Plan.

New connections to New Salem Highway must be reviewed and approved by TDOT and the City Engineer. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. The study area is presently served by a 16-inch water line which runs along the south side of New Salem Highway. Should any new uses be proposed on the property, the developer/owner shall submit a Water Availability Request to CUD.

The existing water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.

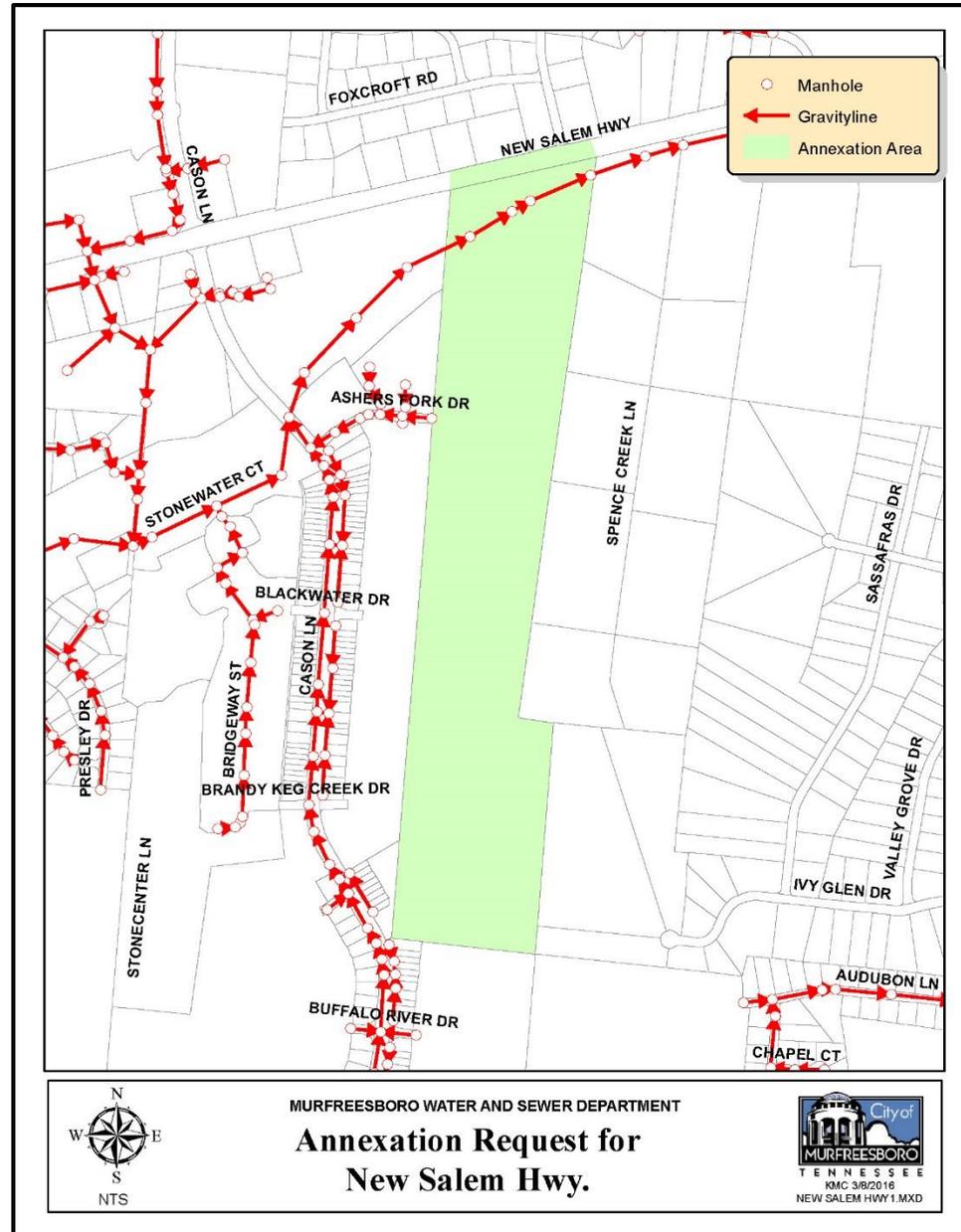


SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sewer service will be provided from an existing 15-inch sewer main flowing west to east located within the northern section of the study area. All sewer main improvements and easements needed to serve the subject properties are to be acquired and installed by the developer in accordance with MWSD's development policies and procedures.

The existing sewer connects to the Salem/Barfield Assessment District. All developments that connect into this sewer system are assessed a \$750 fee per single-family unit or equivalent in addition to the current and standard connection fees.

The red lines on the adjacent map represent existing sewer lines.

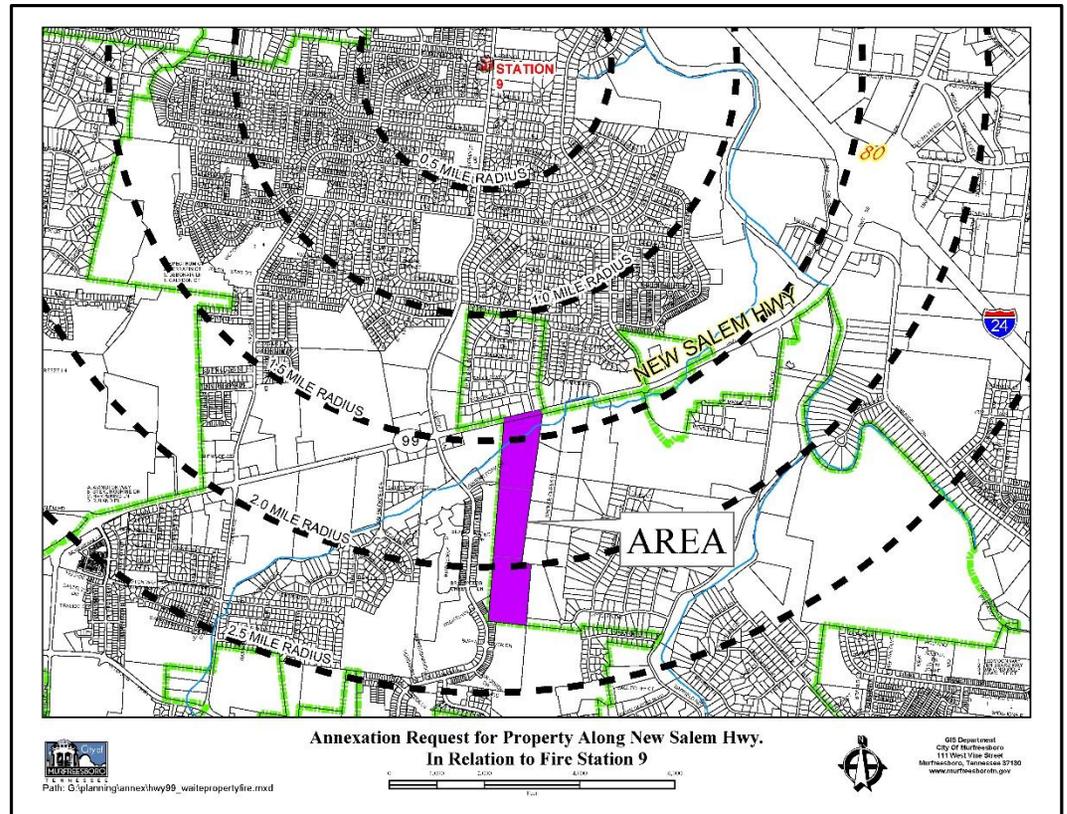


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department (MFRD) will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. However, because the existing house is served by a narrow driveway with a grate crossing, MFRD vehicles may have difficulty accessing the site from New Salem Highway. Additionally, there are no fire hydrants within 500 feet of the existing house.

MFRD recommends that the property be annexed only if a new fire hydrant is installed and a new driveway is constructed on the western side of the subject property, connecting the subject property to Ashers Fork Road. MFRD recommends that—prior to annexation of the subject property—the applicant execute a legal agreement with the City ensuring that these improvements will be completed within three months of the effective date of annexation.

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District (CUD) policies and procedures. The closest fire station to the study area is Fire Station #9, located at 802 Cason Lane, 2.1 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Thursday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports.

These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located in the Cason Lane Elementary school zone.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

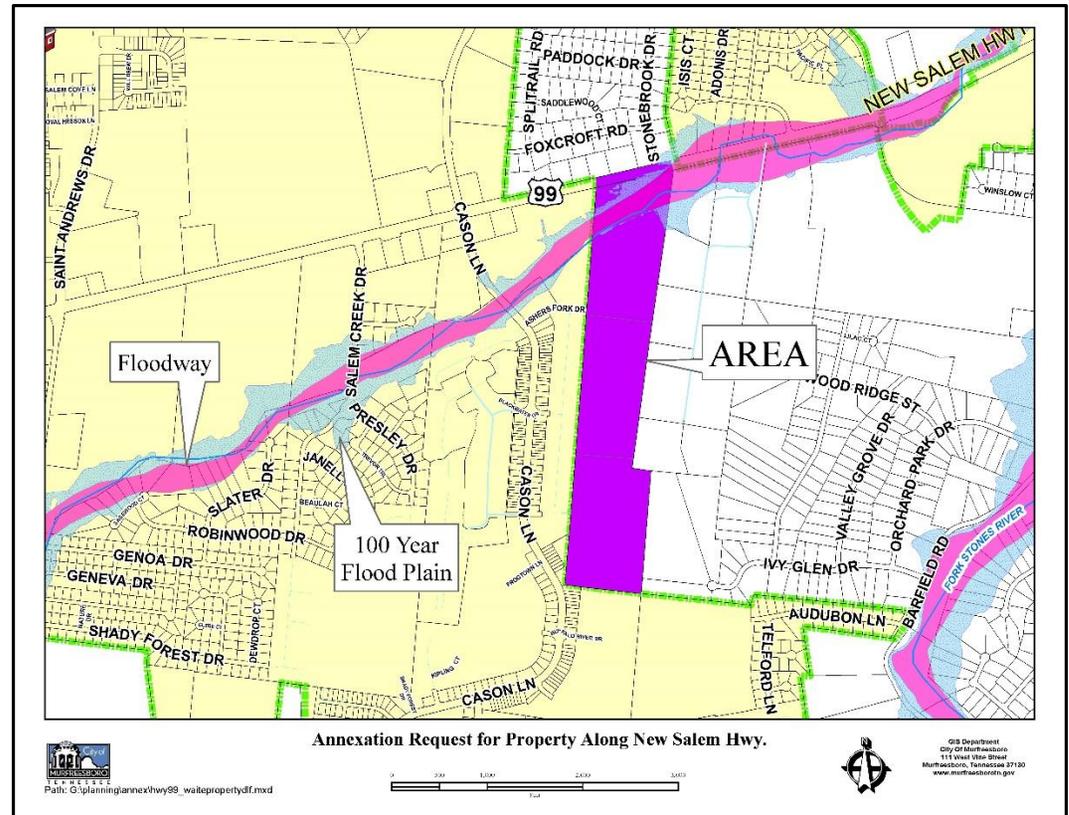
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations. In order for the study area to be transferred to the adjacent property owner to the south, it must be combined with the parcel to the south via a compliant subdivision plat.

FLOODWAY

A portion of the study area is located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The affected portion of the property is located along the north side of the study area.

The adjacent map shows the floodway boundary in pink and the 100-year floodplain boundary in blue.

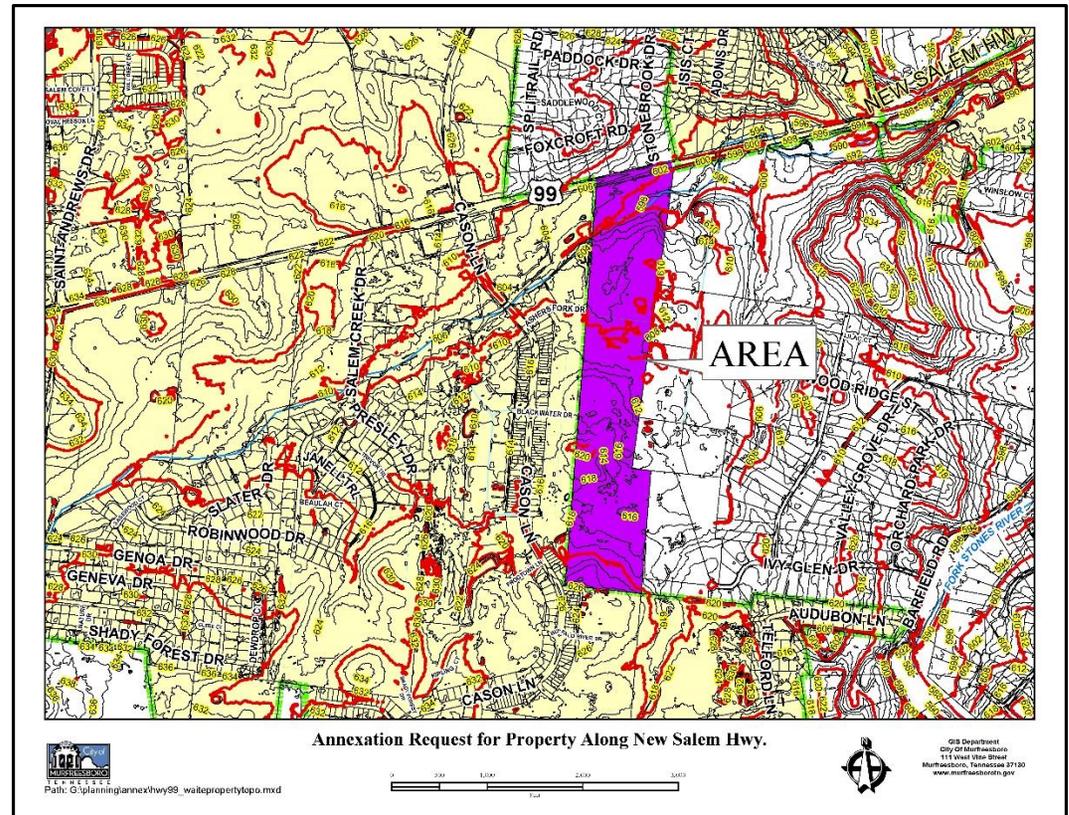


DRAINAGE

The southernmost portion of the study area drains to the east. The central portion drains to a closed depression which should be investigated during the design and planning of any future development to determine whether it is a Water of the State. Appropriate state permits will be required prior to developing the property; additionally, a 35-foot Water Quality Protection Area will be required along each side if the depression is a Water of the State.

The northernmost portion of the property drains to Spence Creek, a Water of the State that requires a 50-foot Water Quality Protection Area along both sides; appropriate state permits would be required prior to any new development. Any future development in the Spence Creek floodplain must meet all City Floodplain Management requirements. A small pond present along the eastern property line and numerous sinkholes on the subject property require further investigation. State permits may be required for development near these features.

New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements including water quality and detention. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed commercial and residential land uses and considering applicable credits, this property has the potential to generate \$12,900 in Stormwater Utility Fees annually upon full development. The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. WILLIAM A WAITE
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: William A. Waite Status: Owner Date: 2-29-16

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

2. Caroline A. Waite
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Caroline A. Waite Status: Owner Date: 2-29-16

23
Mailing Address (if not address of property to be annexed)

3.
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

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

4.
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

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

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 4, 2016**

DRAFT

Mr. Bricke Murfree came forward making known the applicant has agreed to add the list that had been distributed by Mr. Randy Johnson would be included in the prevented uses in the applicant's program book. Ms. Green made known the uses that had been distributed are currently prohibited by Murfreesboro City Codes within this zone. Mr. Murfree commented how auction sales are the only use that would be a legal procedure. Auctions sales are considered to have small contents when a storage unit must be cleaned out. Last, the applicant agrees and will commit for Lot 2 be cleaned up and maintained with the development.

Mr. Eddie Smotherman made a motion to approve the rezoning request and to include the additional comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-506] for approximately 76 acres located at along New Salem Highway, William & Caroline Waite applicant. Ms. Margaret Ann Green began by describing the subject property located along the south side of New Salem Highway just east of Cason Lane. It consists of approximately 74 acres and is currently undeveloped, with the exception of one single-family dwelling. Spence Creek, as well as its floodway and floodplain, are located at the north end of the property. The owners have submitted a petition to have the property annexed into the City limits. There is a companion zoning request with this property. The applicants have requested CF (Commercial Fringe), RM-12 (Multi-Family Residential District), and RZ (Residential Zero-Lot Line) zoning simultaneous with annexation.

The subject property is contiguous with the existing City Limits to the south and to the west, it is within the City's urban growth boundary, and the owner has

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 4, 2016**

DRAFT

petitioned the City for annexation. Approximately 870 linear feet of New Salem Highway right-of-way, totaling approximately two (2) acres, is also included in the annexation study. There will be a small gap left in the City limits along New Salem Highway, so that the Stonebrook, Brookhill, and Campbell Brown subdivisions to the north, which are located in the unincorporated County, would remain contiguous with other areas of the unincorporated County. Staff has prepared an annexation plan of services that has been provided to the Planning Commission with this annexation request.

Ms. Margaret Ann Green made known the Murfreesboro Fire Department had concerns with this request due to the existing house being served by a narrow driveway that has a grate crossing. She made known the Fire Department vehicles would have difficulty assessing this site from New Salem Highway. There are no fire hydrants within 500 feet of the existing house. Therefore, Murfreesboro Fire Department recommends this property be annexed only if a new fire hydrant is installed and a new driveway is constructed on the western side of the subject property, to connect the subject property to Ashers Fok Road. The Fire Department recommends that prior to annexation of the subject property the applicant execute a legal agreement to the City of Murfreesboro ensuring the improvements would be completed within three months from the effective date of annexation. Last, Ms. Green made known sewer and water is available on this property.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Chairman Lamb closed the public hearing.

DRAFT

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
MAY 4, 2016**

DRAFT

Mr. Doug Young made a motion to approve the Annexation Plan of Services and annexation petition, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Zoning application [2016-415] for approximately 74 acres located along New Salem Highway to be zoned CF (approx. 26.1 acres), RM-12 (approx. 23.1 acres) and RZ (approx. 25 acres) simultaneous with annexation, William & Caroline Waite applicant. Ms. Margaret Ann Green began by describing the subject property located along the south side of New Salem Highway just east of Cason Lane. It consists of approximately 74 acres and is currently undeveloped, with the exception of one single-family dwelling. Spence Creek, as well as its floodway and floodplain, are located at the north end of the property. The property owners have submitted a petition to have the property annexed into the City limits. The annexation and plan of services have been included with this rezoning request. The applicants have also requested zoning classifications of CF (Commercial Fringe), RM-12 (Multi-Family Residential District), and RZ (Residential Zero-Lot Line) simultaneous with annexation.

The area proposed for CF zoning, which totals 26.07 acres is at the very north end of the parcel adjacent to New Salem Highway. The actual developable CF acreage on the subject property will be less, however, because of the floodway of Spence Creek. South of the proposed CF zoning is the area proposed for RM-12 zoning, which totals 23.05 acres. At twelve units per acre, this 23.05 acres could yield approximately 276 multi-family dwelling units, with the potential of additional units being considered as a density bonus if certain amenities are provided. At the southern end of the parcel is the area proposed for RZ zoning,

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 4, 2016**

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To the west of the subject property, along New Salem Highway, is CH (Commercial Highway) zoning. The Planning Commission will be considering a master plan for the future development of this tract at its March 16th meeting. Also to the west is property zoned PCD (Planned Commercial District) and OG-R (General Office District – Residential), developed with an assisted care living facility. Also to the west is the Three Rivers PRD (Planned Residential District), which is developing with single-family attached and detached homes on minimum lot sizes of approximately 3,000-4,000 square-feet to 8,400 square-feet. Further to the west is the Stonebridge at Three Rivers PRD, which is developing with an active adult condominium community. Directly to the south of the subject property is property that is zoned PRD for the development of the proposed Gardens at Three Rivers, which is an age-targeted community with single-family zero-lot line attached homes. To the east of the subject property is a single-family residential development with estate lots on Spence Creek Lane in the unincorporated County. To the northeast of the subject property, across New Salem Highway, is the Olympic Springs Subdivision, which is zoned RS-15 (Single-Family Residential District) and RS-12. Directly to the north of the subject property, also across New Salem Highway, are the Stonebrook, Brookhill, and Campbell Brown subdivisions, all of which are located in the unincorporated County.

The future land use map for the Salem Pike Land Use Plan recommends that the northern portion of the subject property develop as "Mixed Use Limited Planned Development," which is defined as "all medium and high-density residential; institutional; offices with a maximum 30% floor area ratio; and general farming." The map recommends that the balance of the property develop as "Medium-density residential," which is defined as "all single-family and two-family residential uses that involve a density of at least three units per acre but less than eight units per acre; institutional; convenience scale commercial uses on a selective and limited basis; and general farming." The text of the plan recommends the clustering of commercial uses at "major thoroughfare intersections." The proposed CF zoning would extend the existing commercial node at the intersection of New Salem Highway and Cason Lane eastward. The text of the plan also recommends "a pedestrian scale in residential areas involving the ability to walk..." to "...convenience commercial services." While portions of the request are consistent with the Salem Pike Land Use Plan and its future land use map, other portions of the request deviate somewhat from its recommendations. The Planning Commission will need to determine whether or not the proposed deviations are appropriate.

The Planning Commission will need to conduct a public hearing regarding the zoning change request, after which it will need to formulate a recommendation for City Council. .



SAINT ANDREWS DR

GASON LN

99

Site

BARFIELD RD

GENOA DR
GENEVA DR

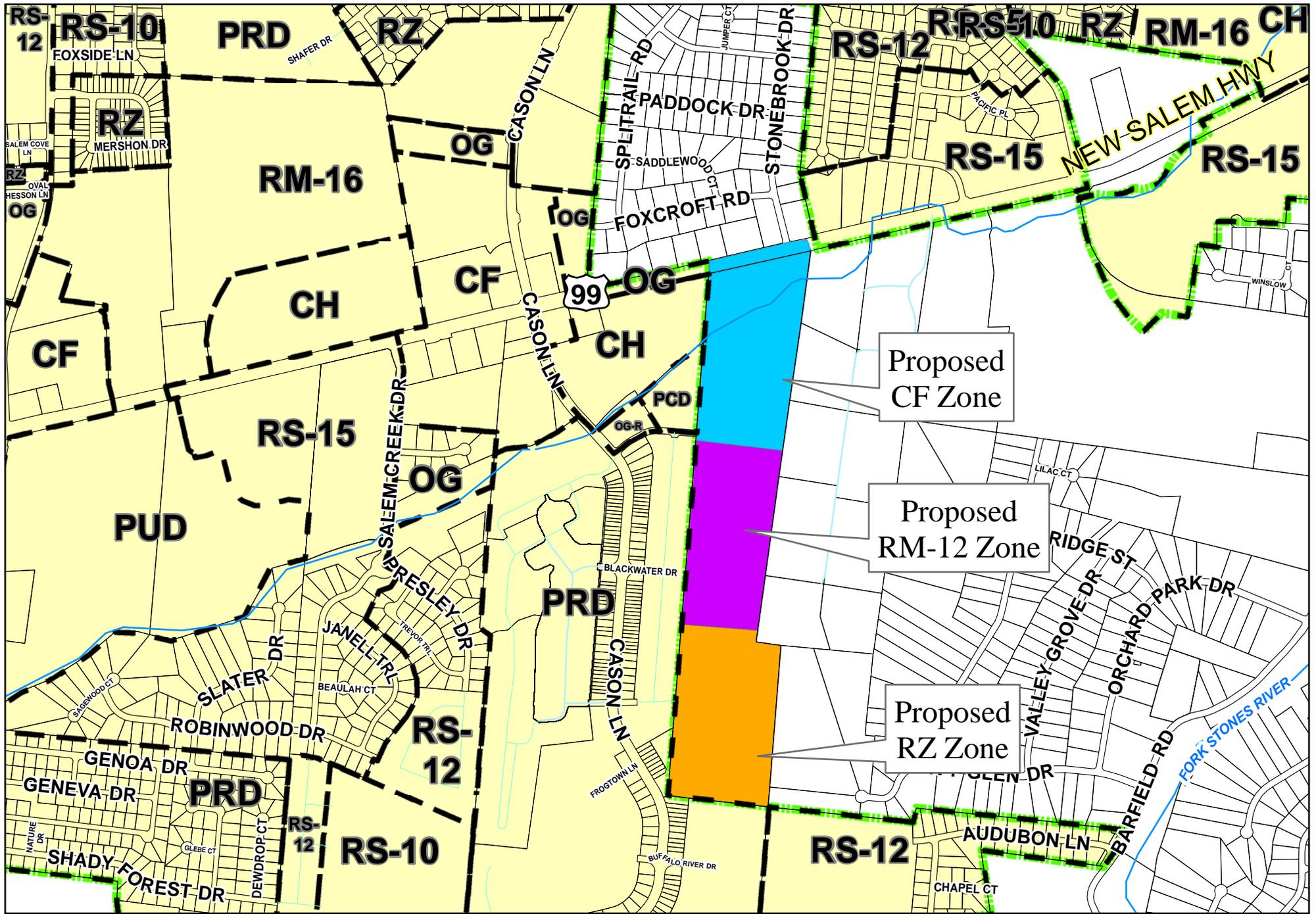
GASON LN

SOUTH RIDGE BLVD

VETERANS PKWY

BARFIELD RD

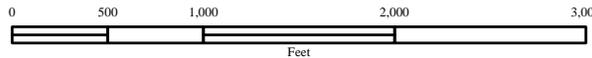




**Zoning Request for Property Along New Salem Hwy.
CF, RM-12 and RZ Simultaneous with Annexation**



Path: G:\planning\rezon\hwy99_waitepropertyz.mxd



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



Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

REZONING APPLICATION FORM
\$600.00 per application

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A \$600.00 non-refundable application fee.

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: WILLIAM A. WAITE & CAROLINE WAITE

Address: 2329 SALEM ROAD **City/State/Zip:** MURFREESBORO, TN 37128

Phone: 615.896.0633 **E-mail address:** _____

PROPERTY OWNER: SAME AS ABOVE

Street Address or property description: _____

and/or Tax map #: 114 Group: _____ Parcel (s): 01400

Existing zoning classification: RM

Proposed zoning classification: 26.07 AC CF **Acreage:** 74 AC ±
23.05 AC RM-12
25.02 AC RZ

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE 615.509.5930

E-mail: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): x Caroline A. Waite x William A. Waite
DATE: 2-24-16

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

Date received: _____ **MPC YR.:** _____ **MPC #:** 2016-415

Amount paid: \$600.00 **Receipt #:** 922593 2016-506

February 25, 2016

Mr. Gary Whitaker
Interim Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Annexation and Rezoning Request

Described as Tax Map #114 and Parcel 01400, consisting of 74+/- ac. located at 2329 New Salem Road in Murfreesboro, Tennessee.

Dear Mr. Whitaker:

On behalf of our client, the Waite Family Partnership, we hereby request the annexation and rezoning of the property located at Tax Map 114, Parcel 01400, consisting of 74+/- acres, currently zoned RM in the county, to the new zoning of 26.07 acres to CF and 23.05 acres to RM-12, and 25.02 acres to RZ as depicted in the exhibit provided. Thank you for considering our request.

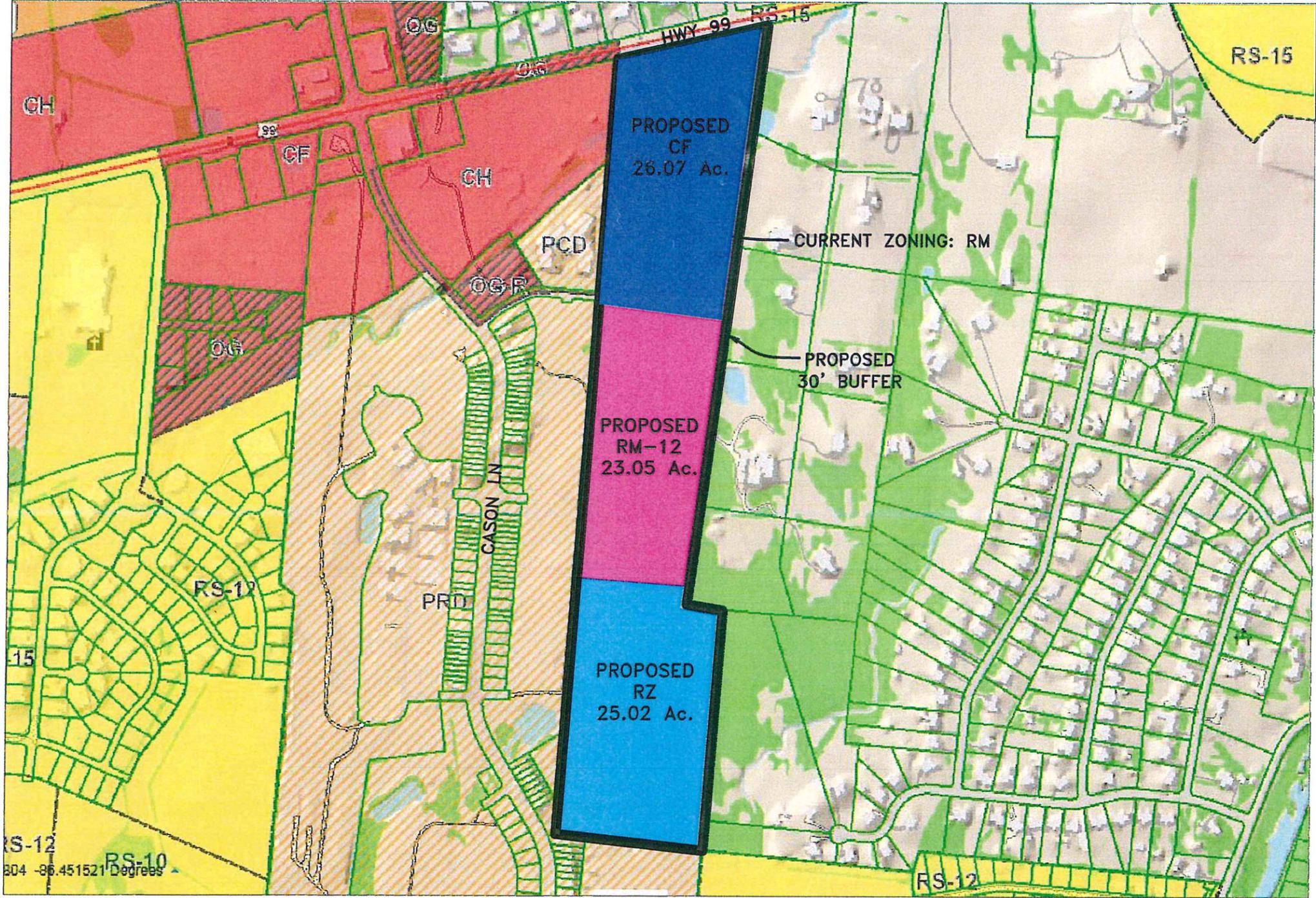
Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENGINEERING, INC.

Waite Rezoning Exhibit



\\VACA0035\Land Projects 2004\WILLIAM WATTE\dwg\WILLIAM WATTE.dwg, Layout1

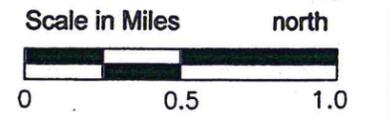
FUTURE LAND USE MAP

Salem Pike Study Area

Murfreesboro, Tennessee

LEGEND

- High Density Residential
- Medium Density Residential
- Low Density Residential
- Community Commercial Planned Development
- Interstate Commercial Node
- Neighborhood Commercial Node-Village Overlay
- Neighborhood Commercial Node
- Convenience Commercial Node
- Industrial
- Potential School Site
- Institutional (Cultural/Worship)
- Potential Park Site
- Greenway
- Mixed Use Limited Planned Development
- Scenic Corridor Overlay
- Major Thoroughfares
- Major Thoroughfare Improvements



north

Low-Density Residential
Single-family and two-family residential with density of less than 3 units per acre; General Farming; Institutional (Mostly existing/platted residential)

Medium Density Residential
Single-family, two-family & retirement residential with density of more than 3 units but less than 8 units per acre; General Farming; Institutional; Convenience-scale commercial on a selective & limited basis

Convenience Commercial
Convenience-scale commercial uses that serve an adjoining and limited residential market. Maximum sq. ft. of 10,000 for one building.

Industrial Light-intensity industrial associated with clustered/ park setting; Community-scale commercial.

Interstate Commercial Node Community-scale commercial uses that benefit from regional thoroughfare access.

High-density Residential (Optional village Overlay)
Single-family, 2-family, 3-family, 4-family, multi-family, retirement & mfg. housing residential with density of 8 or more units per acre; General farming; Institutional; Convenience-scale commercial on selective & limited basis; With optional Village Overlay, a total density increase up to 25%, convenience-scale commercial within residential on selective & limited basis & master plan reflecting pedestrian orientation & inclusion/connection with cultural, educational & recreational amenities

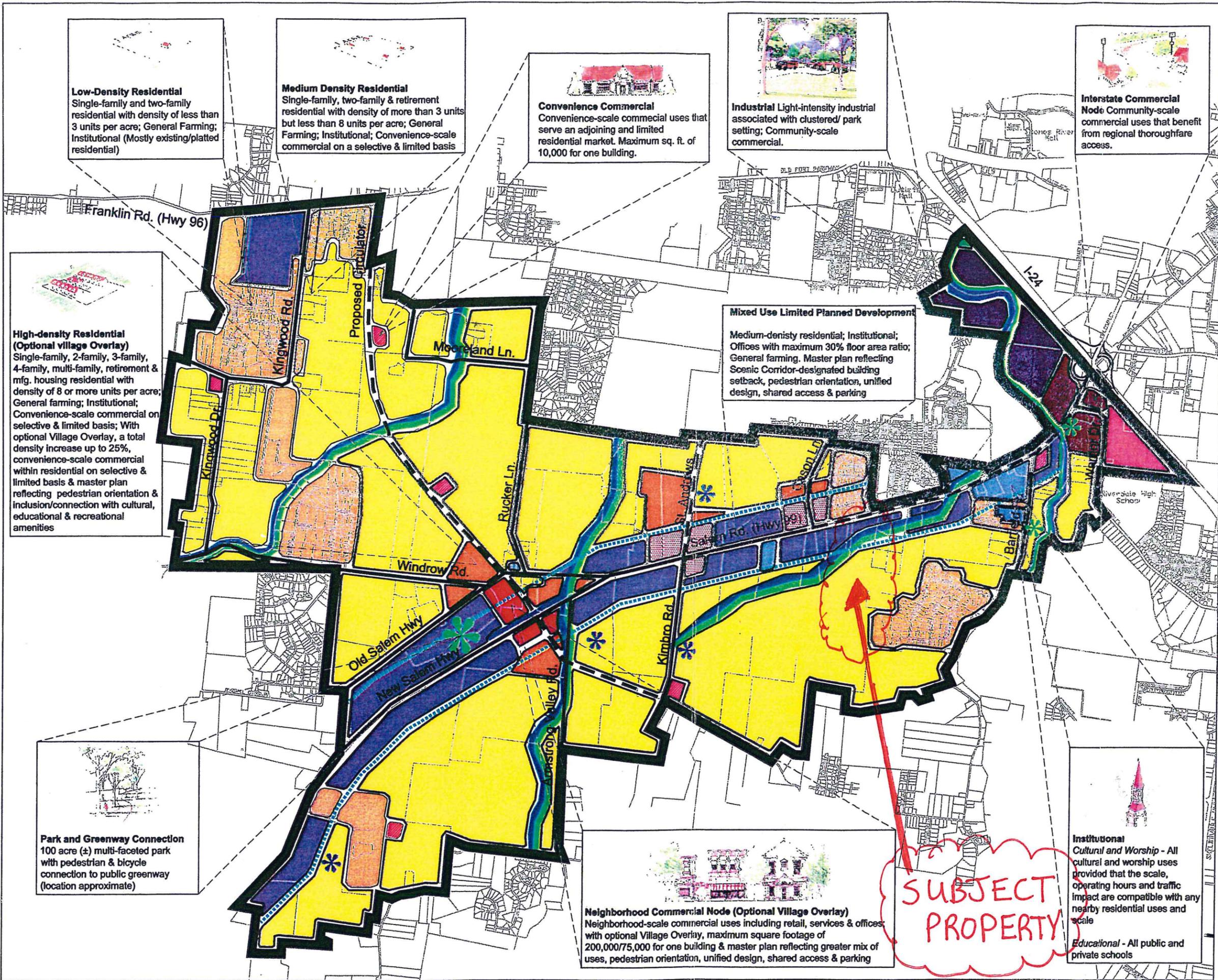
Mixed Use Limited Planned Development
Medium-density residential; Institutional; Offices with maximum 30% floor area ratio; General farming. Master plan reflecting Scenic Corridor-designated building setback, pedestrian orientation, unified design, shared access & parking

Neighborhood Commercial Node (Optional Village Overlay)
Neighborhood-scale commercial uses including retail, services & offices with optional Village Overlay, maximum square footage of 200,000/75,000 for one building & master plan reflecting greater mix of uses, pedestrian orientation, unified design, shared access & parking

Park and Greenway Connection
100 acre (±) multi-faceted park with pedestrian & bicycle connection to public greenway (location approximate)

Institutional Cultural and Worship - All cultural and worship uses provided that the scale, operating hours and traffic impact are compatible with any nearby residential uses and scale
Educational - All public and private schools

SUBJECT PROPERTY



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DRAFT

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**MINUTES OF THE MURFREESBORO
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MAY 4, 2016**

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION

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MAY 4, 2016

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Mr. Bricke Murfree, Mr. Clyde Rountree and Mr. Larry Sims were in attendance to represent the applicant. Mr. Bricke Murfree came forward making known the applicants have made their home on this property for over 30 years. Now, the applicants are ready to downsize and would like to rezone their property. Mr. Murfree explained the 74-acre proposal that would be sensitive to the joining neighbors. With their request a list of prohibited uses have been included with this rezoning request. Mr. Murfree stated he had personally contacted the joining neighbors to personally let them know of the proposal. Also, they had conducted a small meeting in his office before they would conduct a neighborhood meeting. Most of the neighbor’s concerns had been drainage, setbacks, buffering up to their estate size lots. Mr. Murfree made known there

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is a significant amount of existing that buffer that would be preserved with this request.

Mr. Clyde Rountree came forward and distributed information with photos that displayed the existing buffer within the area. Continuing, Mr. Rountree made known the following:

- The different request for zoning on this property would be a good transition with the adjacent property owners
- The proposed rear access for this property would be onto Cason Lane
- Some of the area within the CF zone would not be developed due to the existing waterways and the TVA lines on this property
- The existing tree line and buffer line would stay intact. The only gap which does not have a tree line is the location of the TVA easement
- There will not be any road connection into Three Rivers development with this property
- The existing tree line beside Three Rivers could be a potential area for a future three story structure

Mr. Rountree stated he and the applicant had a working relationship with the neighbors regarding this rezoning request. With a site plan they would address the design and orientation of the buildings so there would be no visual obstruction, noise obstruction, or light obstruction onto the neighbors. Anything sensitive to the adjacent neighbors would be addressed during a site plan submittal.

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Chairman Bob Lamb opened the public hearing.

1. **Mr. Wayne Overman - 133 Spence Creek**- has concerns with the high density and security regarding his property. He made known there were ponds along the back of several properties. Therefore, he requested that a security fence be included with any future development to make certain people would not have any access onto his property and the joining neighbors. He requested for the Planning Commission to follow the master plan that had been approved for this area.
2. **Ms. Martha Price - 154 Spence Creek** – made known her concerns regarding the type of uses that could be permitted in a Commercial Fringe zone. She wanted to make certain Liquor Stores would not be allowed in the Commercial Fringe zone. Continuing, the proposed RM-12 zone would be joining her property. Ms. Price requested the proposed structures to be developed would have a maximum height of two stories. Last, Ms. Price requested with any future development all parking lights and swimming pools be kept away from their property.

Mr. Bricke Murfree came forward explaining the conditions of the property having mature/large trees, including an existing treeline with a heavy dense buffer. With any future development they are proposing to keep these conditions intact. Ms. Green asked if there would be any restrictions placed on this property regarding the existing buffer being maintained or would this buffer be meet by all City standards. Mr. Murfree answered their intent, would be to maintain the existing property line by keeping the trees intact. Ms. Green requested for the buffer to be wider than the minimum standards. Continuing, she stated in the Zoning Ordinance the buffer requirements could include a 30-foot buffer which

**MINUTES OF THE MURFREESBORO
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would allow the existing tree line being used towards tree credits if there are healthy trees.

Mr. Bricke Murfree stated he would provide specifics before City Council that would state this property would be regard to preserve the existing tree line around the perimeter of the property and provide additional buffer with future development. In closing, they would provide restricted covenants and possible uses would be recorded with the Commercial Fringe zoning once approved.

Mr. Doug Young made a motion to approve the rezoning application and to include all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Staff Reports and Other Business

There being no further business the meeting adjourned at 8:30 p.m.

Chairman

Secretary

GW:cj

DRAFT

RESOLUTION 16-R-PS-29 to adopt a Plan of Services for approximately 76 acres along New Salem Highway, William and Caroline Waite, applicants. [2016-506]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on May 4, 2016 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on June 23, 2016, pursuant to a Resolution passed and adopted by the City Council on May 19, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on June 6, 2016; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 16-R-A-29**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



New Salem Highway RS-15

OG

CF

CH

Area to be Annexed

Murfreesboro City Limits

PCD

OG-R

Area to be Annexed

OG

Area to be Annexed

RS-12

CASON LN

SASSAFRAS DR

PRD

IVY GLEN DR

RS-10

RS-12



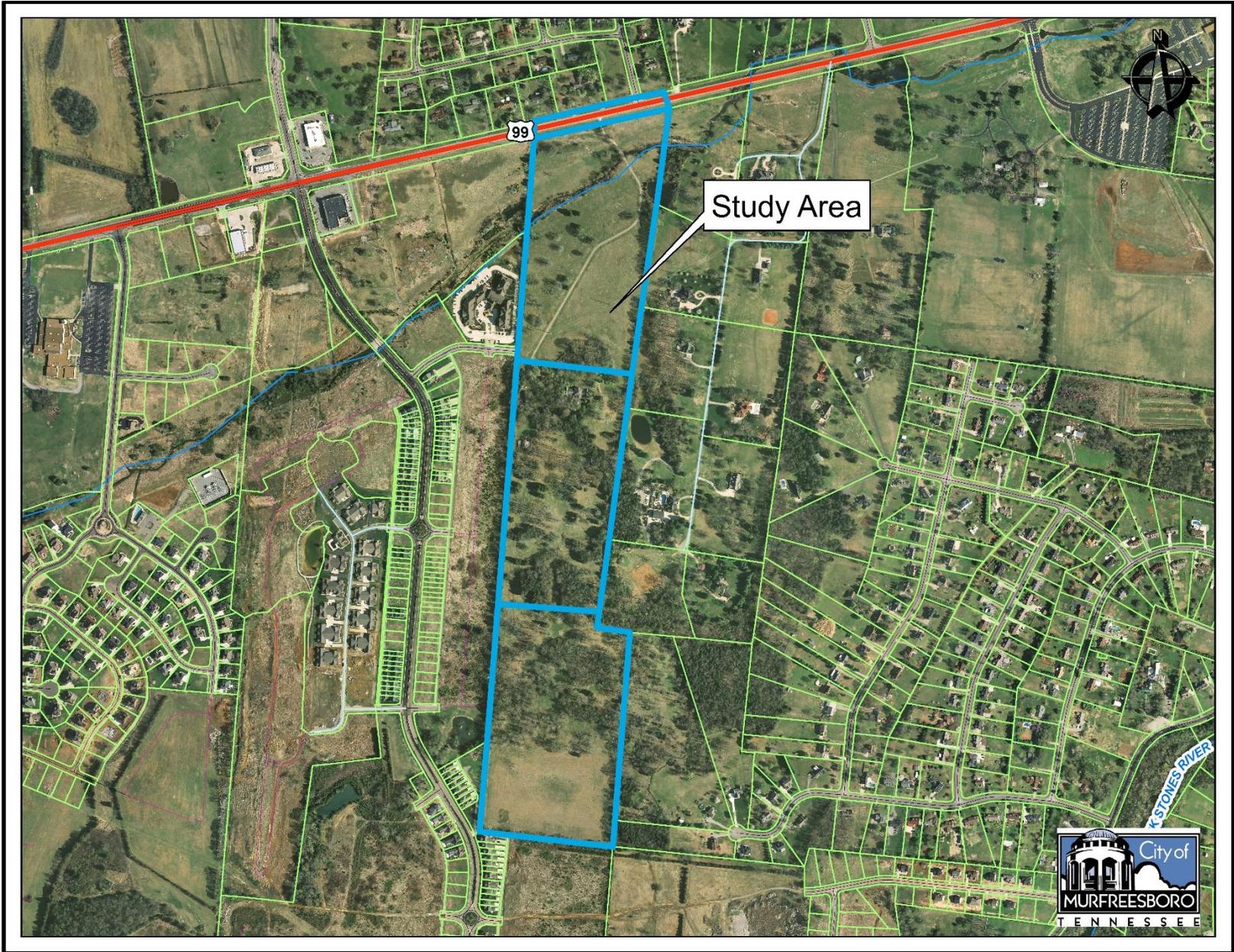
Resolution 16-R-PS-29

RS-10

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
2329 NEW SALEM HIGHWAY
INCLUDING PLAN OF SERVICES**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
May 4, 2016**

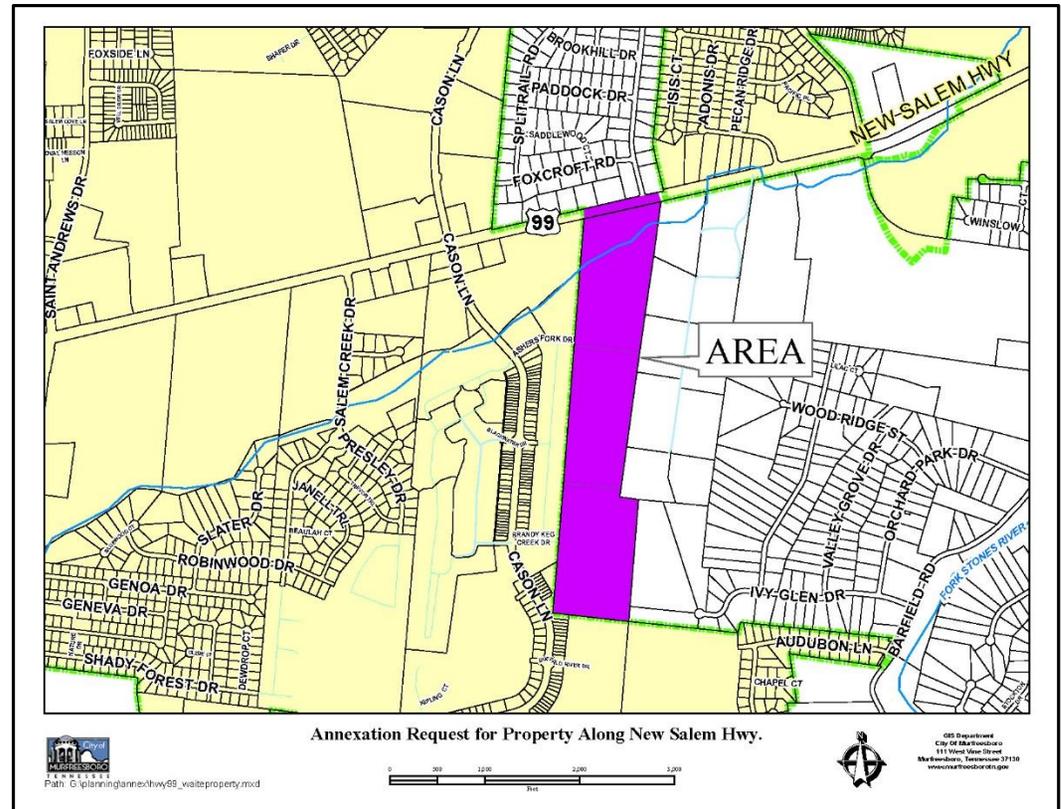


INTRODUCTION

OVERVIEW

The applicant, Clyde Rountree of Huddleston-Steele Engineering, Inc., representing William and Caroline Waite, has requested annexation of property located along the south side of New Salem Highway, east of Cason Lane.

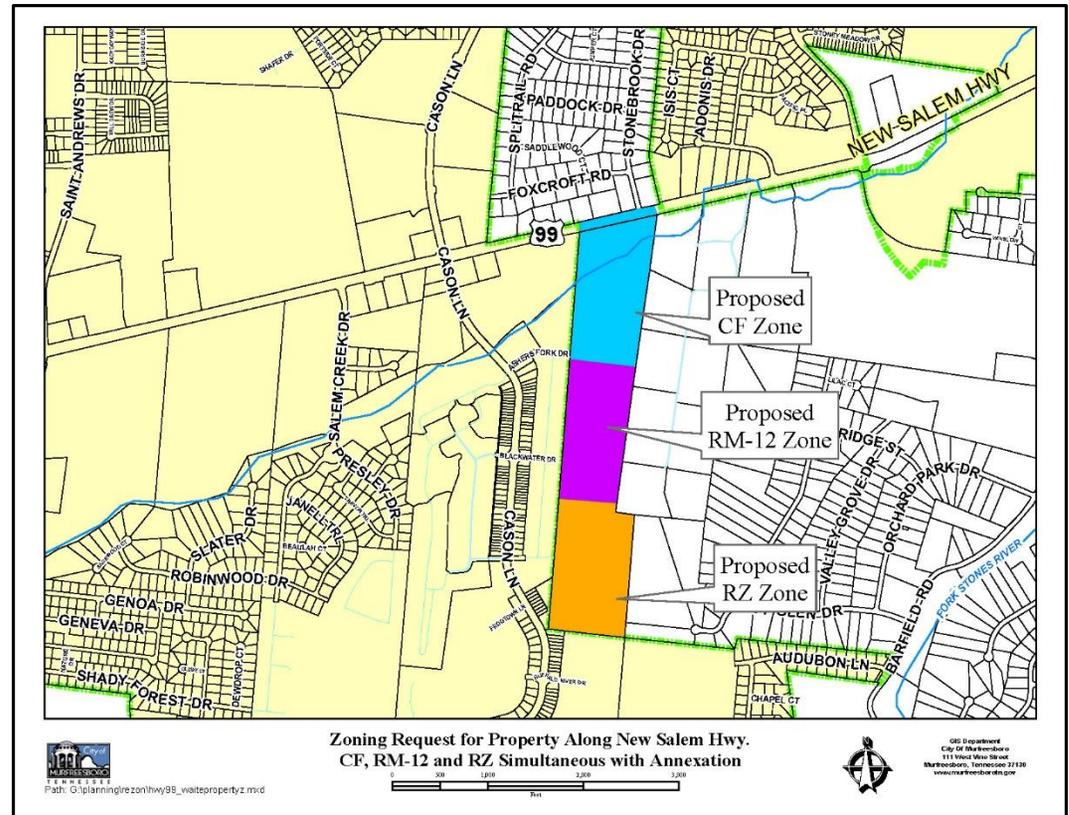
The area studied in this Plan of Services includes a 74.14-acre parcel (Tax Map 114, Parcel 14.00) as well as 1.98 acres (871 linear feet) of right-of-way along New Salem Road. The study area lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City on the south and west. Adjacent areas to the north and east lie within the unincorporated County.



CITY ZONING

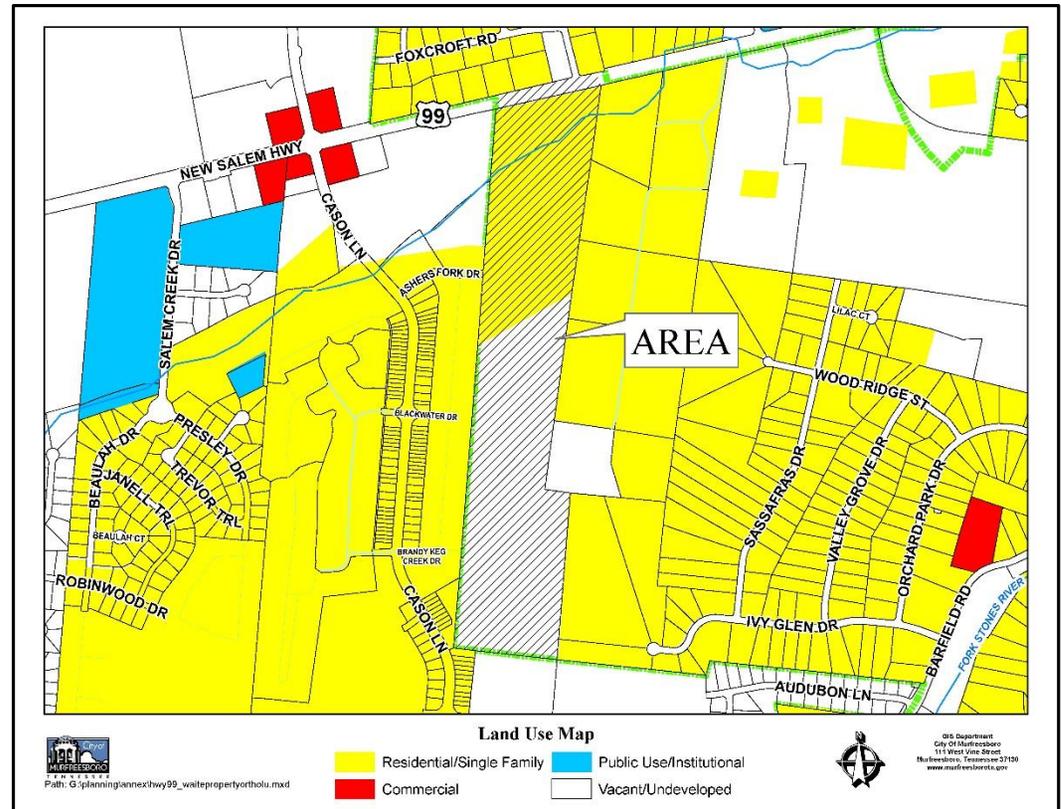
The applicant has requested rezoning simultaneous with annexation. The applicant wishes to have the northernmost 26.07 acres rezoned to CF (Commercial Fringe), the central 23.05 acres rezoned to RM-12 (Multi-Family Residential), and the southernmost 25.02 acres rezoned to RZ (Residential Zero Lot Line). The property is presently zoned RM (Residential – Medium Density) in the County.

Adjacent properties along the west side of the study area are located within the City and are zoned CH (Highway Commercial), PCD (Planned Commercial), and PRD (Planned Residential). Adjacent properties to the south are located within the City and are zoned PRD. Adjacent properties to the north and east are located within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 74.14-acre study area presently includes one single-family home. The Creekside at Three Rivers assisted living facility lies adjacent to the study area on the west along Ashers Fork Road. The Three Rivers townhouse development adjoins the study area along its western and southern boundaries. Large-lot single-family homes in the unincorporated County line the east side of the study area. Single-family homes on lots varying in size from one-half to two acres in the unincorporated County are present on the north side of New Salem Highway.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2703/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Waite William Etux Carolyn	75.76	\$919,900	\$727,800	\$411,925	\$5,232.68

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

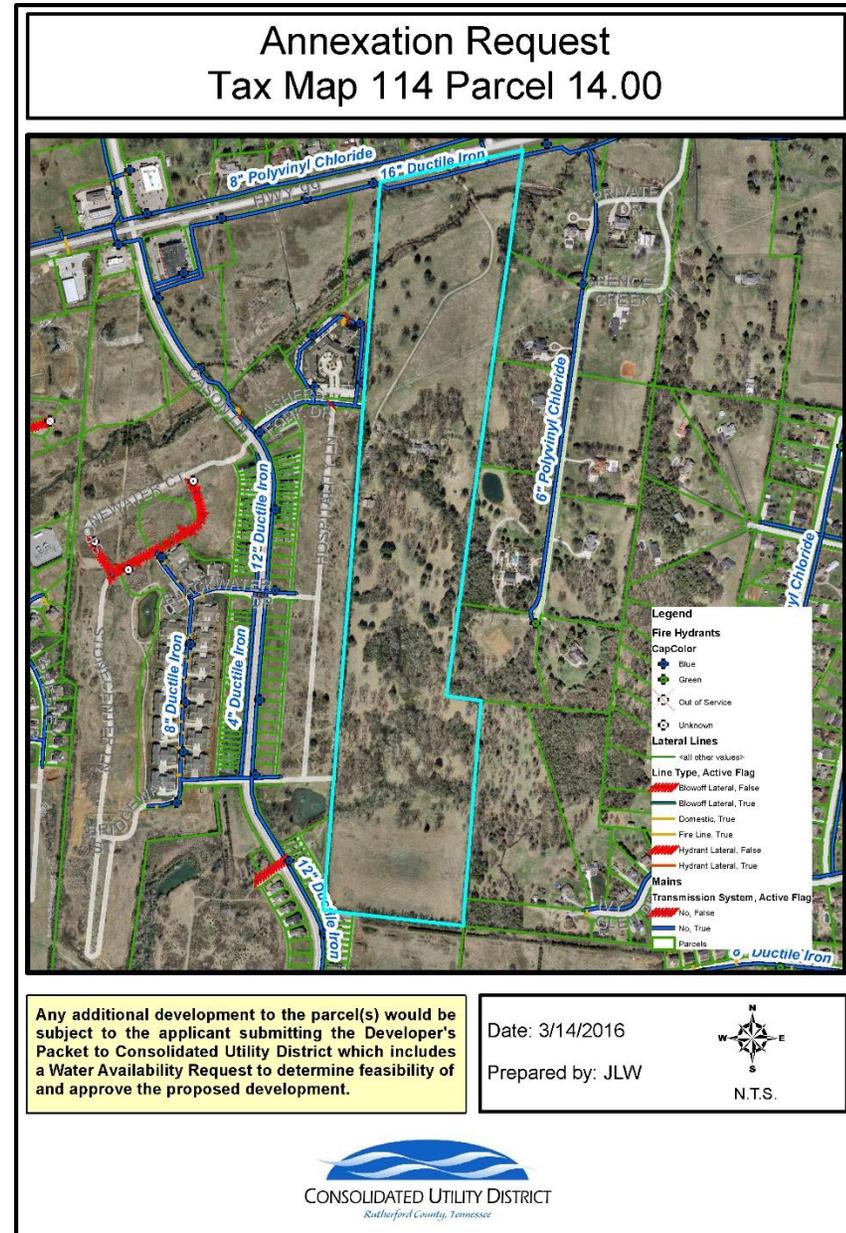
The study area currently has access to New Salem Highway, a major arterial and state route. Upon annexation, routine maintenance of the portion of New Salem Highway included in the study area will become the responsibility of the City of Murfreesboro under contract with the Tennessee Department of Transportation (TDOT). Turn-lane improvements may be warranted with future development. Additionally, TDOT has proposed a future widening project on New Salem Highway; this improvement is also on the City's Major Thoroughfare Plan.

New connections to New Salem Highway must be reviewed and approved by TDOT and the City Engineer. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. The study area is presently served by a 16-inch water line which runs along the south side of New Salem Highway. Should any new uses be proposed on the property, the developer/owner shall submit a Water Availability Request to CUD.

The existing water lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.

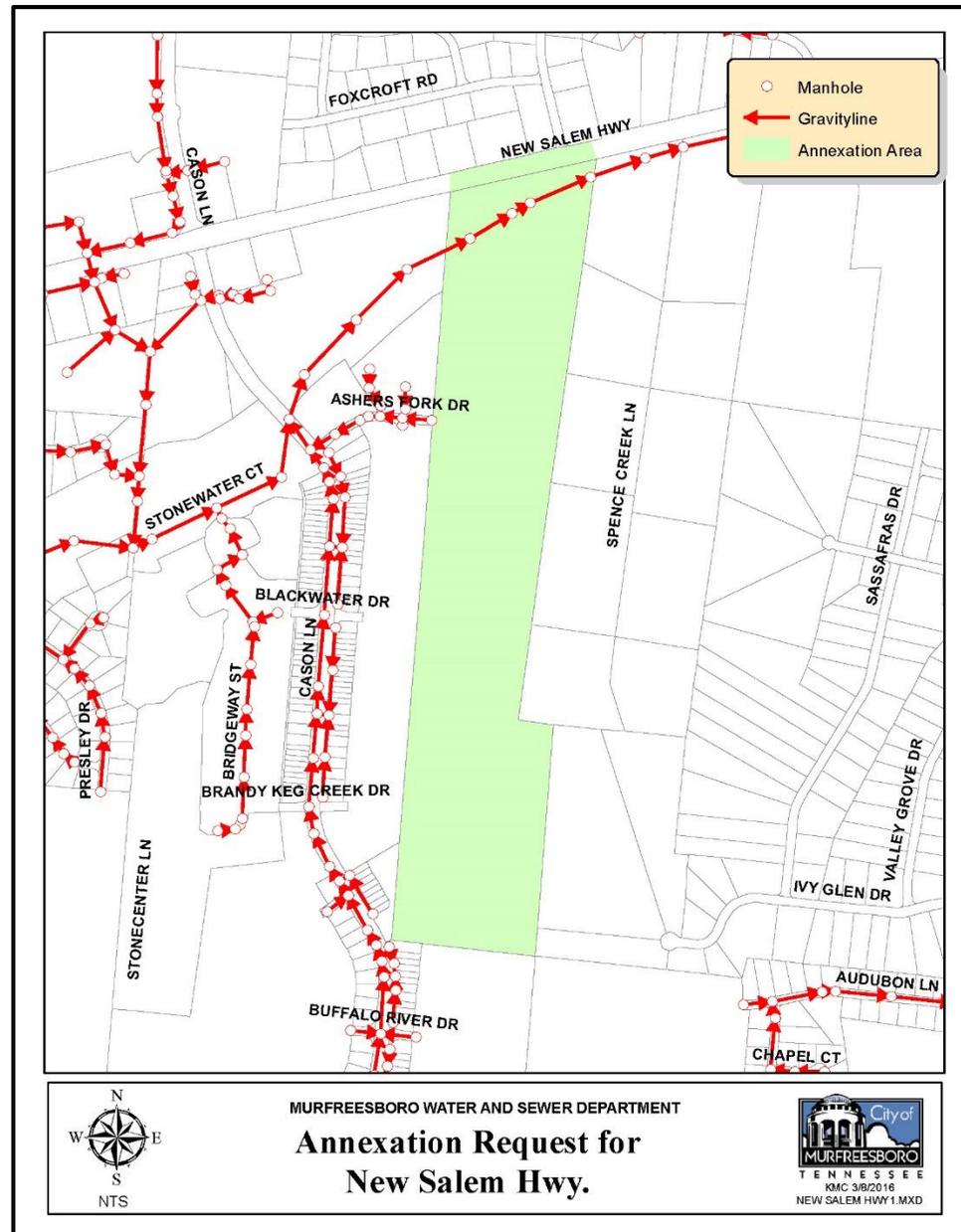


SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sewer service will be provided from an existing 15-inch sewer main flowing west to east located within the northern section of the study area. All sewer main improvements and easements needed to serve the subject properties are to be acquired and installed by the developer in accordance with MWSD's development policies and procedures.

The existing sewer connects to the Salem/Barfield Assessment District. All developments that connect into this sewer system are assessed a \$750 fee per single-family unit or equivalent in addition to the current and standard connection fees.

The red lines on the adjacent map represent existing sewer lines.

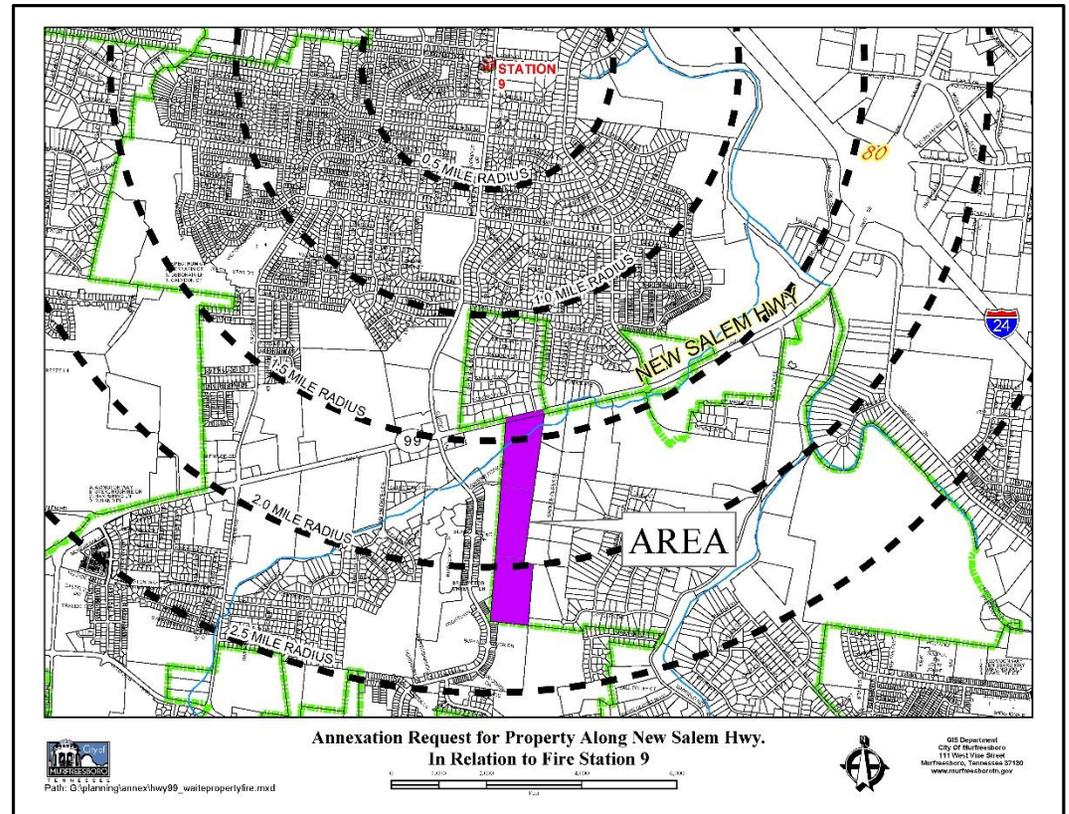


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department (MFRD) will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. However, because the existing house is served by a narrow driveway with a grate crossing, MFRD vehicles may have difficulty accessing the site from New Salem Highway. Additionally, there are no fire hydrants within 500 feet of the existing house.

MFRD recommends that the property be annexed only if a new fire hydrant is installed and a new driveway is constructed on the western side of the subject property, connecting the subject property to Ashers Fork Road. MFRD recommends that—prior to annexation of the subject property—the applicant execute a legal agreement with the City ensuring that these improvements will be completed within three months of the effective date of annexation.

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District (CUD) policies and procedures. The closest fire station to the study area is Fire Station #9, located at 802 Cason Lane, 2.1 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial day of service will be Thursday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports.

These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located in the Cason Lane Elementary school zone.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

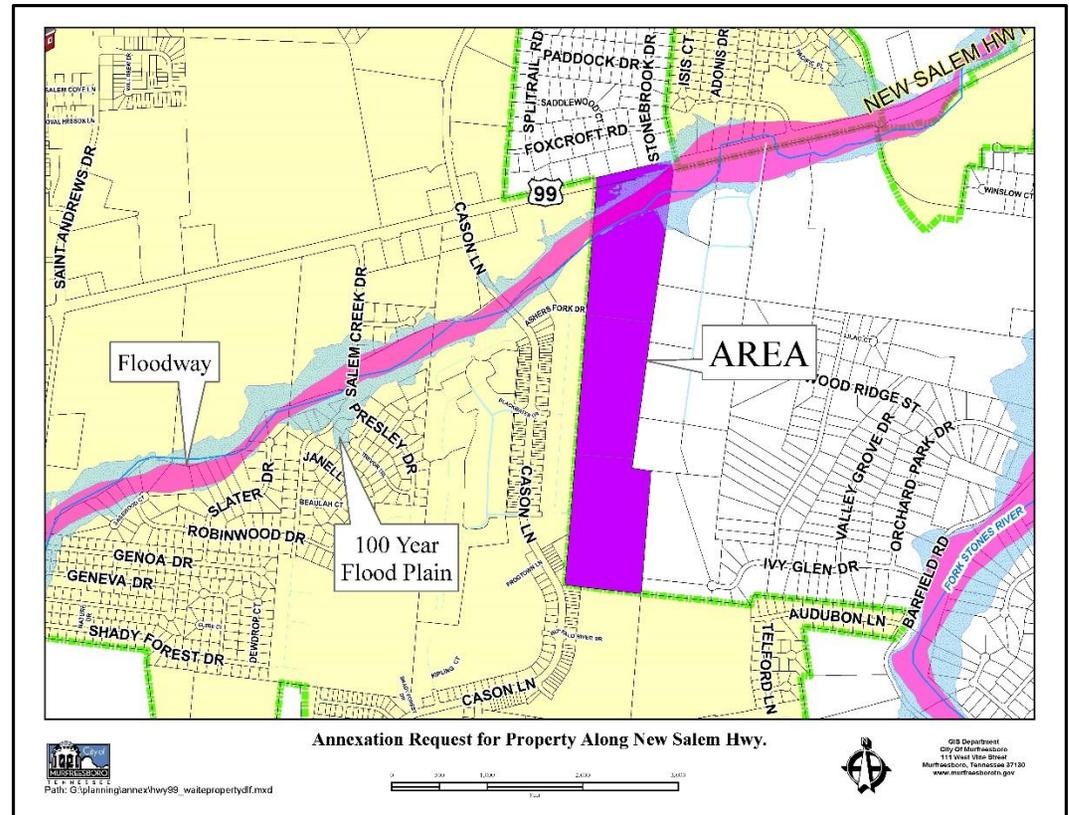
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations. In order for the study area to be transferred to the adjacent property owner to the south, it must be combined with the parcel to the south via a compliant subdivision plat.

FLOODWAY

A portion of the study area is located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The affected portion of the property is located along the north side of the study area.

The adjacent map shows the floodway boundary in pink and the 100-year floodplain boundary in blue.

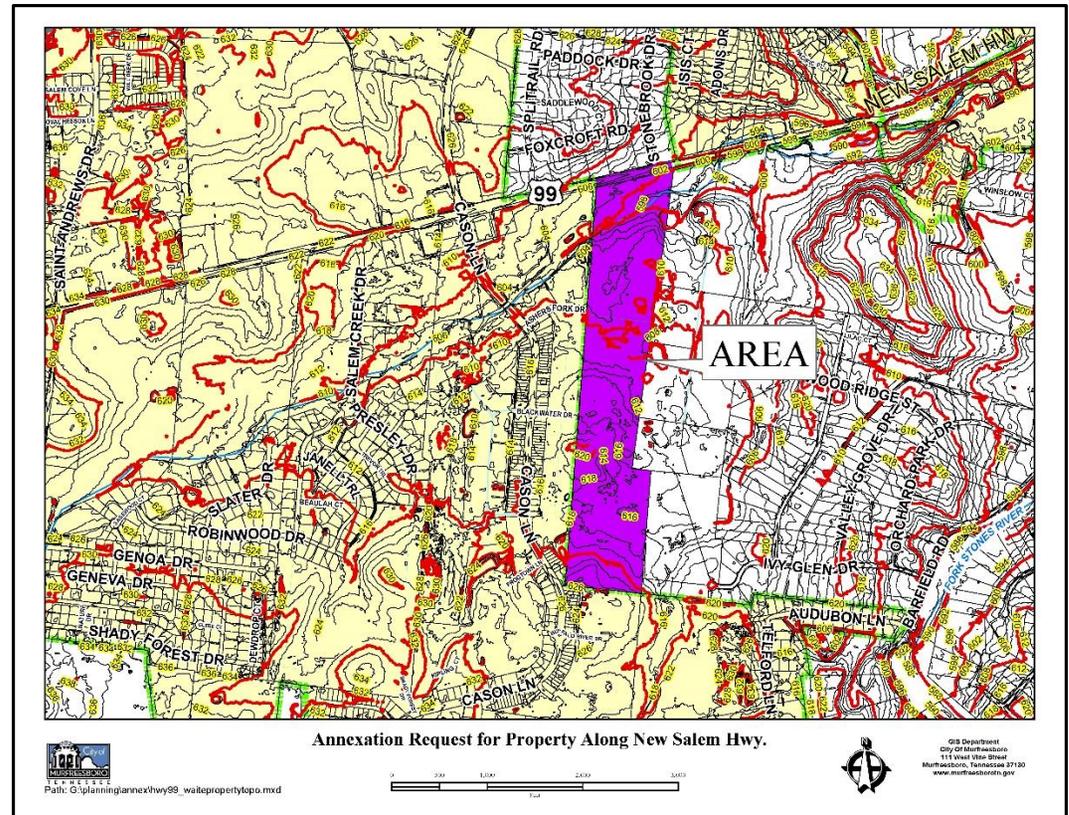


DRAINAGE

The southernmost portion of the study area drains to the east. The central portion drains to a closed depression which should be investigated during the design and planning of any future development to determine whether it is a Water of the State. Appropriate state permits will be required prior to developing the property; additionally, a 35-foot Water Quality Protection Area will be required along each side if the depression is a Water of the State.

The northernmost portion of the property drains to Spence Creek, a Water of the State that requires a 50-foot Water Quality Protection Area along both sides; appropriate state permits would be required prior to any new development. Any future development in the Spence Creek floodplain must meet all City Floodplain Management requirements. A small pond present along the eastern property line and numerous sinkholes on the subject property require further investigation. State permits may be required for development near these features.

New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements including water quality and detention. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed commercial and residential land uses and considering applicable credits, this property has the potential to generate \$12,900 in Stormwater Utility Fees annually upon full development. The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

RESOLUTION 16-R-A-29 to annex approximately 76 acres along New Salem Highway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, William and Caroline Waite, applicants. [2016-506]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 16-R-PS-29** on June 23, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on May 4, 2016 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 16-OZ-29**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



New Salem Highway RS-15

OG

CF

CH

Area Annexed

Murfreesboro City Limits

PCD

OG-R

Area Annexed

OG

Area Annexed

RS-12

CASON LN

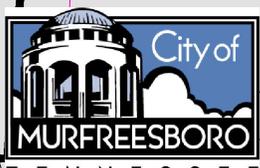
SASSAFRAS DR

PRD

IVY GLEN DR

RS-10

RS-12



Resolution 16-R-A-29

ORDINANCE 16-OZ-29 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 74 acres along New Salem Highway as Commercial Fringe (CF) District (approx. 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approx. 23.1 acres), and Residential Zero Lot-Line (RZ) District (approx. 25 acres) simultaneous with annexation; William and Caroline Waite, applicants. [2016-415]

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Commercial Fringe (CF) District, Residential Multi-Family Twelve (RM-12) District, and Residential Zero Lot-Line (RZ) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



New Salem Highway RS-15

OG

CF

CH

Area Zoned CF

Murfreesboro City Limits

PCD

OG-R

Area Zoned RM-12

OG

Area Zoned RZ

RS-12

CASON LN

SASSAFRAS DR

PRD

IVY GLEN DR

RS-10

RS-12



Ordinance 16-OZ-29

RESOLUTION 16-R-14 approving the budget of the Murfreesboro Water and Sewer Department for the Fiscal Year 2016-2017.

WHEREAS, the Murfreesboro Water and Sewer Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Water and Sewer Department for the Fiscal Year 2016-2017, as adopted and recommended by the Murfreesboro Water and Sewer Board on April 26, 2016, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2016; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
<u>WATER AND SEWER DEPARTMENT:</u>			
REVENUES			
Other Sources	\$51,826,855	\$50,629,370	\$50,089,500
Total Revenue	<u>\$51,826,855</u>	<u>\$50,629,370</u>	<u>\$50,089,500</u>
EXPENDITURES			
Salaries	\$6,757,509	\$7,053,010	\$7,248,600
Other Costs	28,100,273	38,685,883	42,840,900
Total Expenditures	<u>\$34,857,782</u>	<u>\$45,738,893</u>	<u>\$50,089,500</u>
Beginning Fund Balance	\$313,692,902	\$330,661,975	\$335,552,452
Ending Fund Balance	\$330,661,975	\$335,552,452	\$335,552,452
Employee Positions	157	159	161
Employees - Part Time	4	5	5

EXHIBIT A

RESOLUTION 16-R-15 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2016-2017.

WHEREAS, the Murfreesboro Water and Sewer Board recommended a proposed Stormwater Utility Management Fund budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Stormwater Utility Management Fund for the Fiscal Year 2016-2017, as adopted and recommended by the Water and Sewer Board on April 26, 2016, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2016; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
STORMWATER :			
REVENUES			
Other Sources	\$2,782,303	\$2,816,000	\$2,861,000
Total Revenue	<u>\$2,782,303</u>	<u>\$2,816,000</u>	<u>\$2,861,000</u>
EXPENDITURES			
Salaries	\$334,356	\$340,000	\$382,000
Other Costs	2,512,631	2,410,727	2,429,435
Total Expenditures	<u>\$2,846,987</u>	<u>\$2,750,727</u>	<u>\$2,811,435</u>
Beginning Fund Balance	\$9,628,115	\$9,563,431	\$9,628,704
Ending Fund Balance	\$9,563,431	\$9,628,704	\$9,678,269
Employee Positions	7	7	8
Employees - Part Time	0	0	0

EXHIBIT A

RESOLUTION 16-R-17 approving the budget of the Evergreen Cemetery for the Fiscal Year 2016-2017.

WHEREAS, the Evergreen Cemetery presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Evergreen Cemetery for the Fiscal Year 2016-2017, as recommended by the Evergreen Cemetery Board active through its Executive Committee is hereby approved as shown on Exhibit A. This approval shall be as of July 1, 2016; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

EVERGREEN CEMETERY
TENTATIVE BUDGET
2016-2017

REVENUES

Net Lot Sales.....	\$200,000.00
Grave Openings.....	\$225,000.00
Misc. Income.....	\$ 1,000.00
Bronze Markers.....	\$ 5,000.00
Perpetual Care Interest.....	\$ 53,000.00
Capital Account.....	\$ 50,000.00
<hr/>	
Totals	\$534,000.00

EXPENDITURES

Superintendent Sal.	\$ 47,000.00
Clerical / Office Help.....	\$ 77,500.00
Labor.....	\$177,800.00
Employee Benefits (Medical).....	\$ 80,000.00
Utilities.....	\$ 8,000.00
Insurance, W/Comp. Ect.....	\$ 20,000.00
Telephone.....	\$ 4,500.00
Uniforms.....	\$ 2,500.00
Cemetery Supplies.....	\$ 6,000.00
Office Supplies.....	\$ 3,000.00
Equipment Repairs.....	\$ 8,000.00
Land Maintenance.....	\$ 3,000.00
Bldg. & Fence Repair.....	\$ 3,500.00
Misc. Expenses.....	\$ 10,500.00
Professional Fees.....	\$ 6,000.00
Freight & Postage.....	\$ 2,000.00
Gas & Oil.....	\$ 10,000.00
Foundation Exp.....	\$ 200.00
Dumpster Rental.....	\$ 2,000.00
Payroll Taxes.....	\$ 20,000.00
Brown Vault Expenses.....	\$ 1,000.00
Land Development.....	\$ 25,000.00
New Equipment.....	\$ 16,500.00
<hr/>	
Total	\$534,000.00

EVERGREEN CEMETERY
TENTATIVE BUDGET
2016 – 2017
SALARY SCHEDULE

SUPERINTENDENT / ASST..... \$47,000.00

SEC/TREASURER..... \$43,500.00

ASST. SEC. \$34,000.00

GENERAL

Light.....\$21,800.00

Russell.....\$27,500.00

Jernigan.....\$33,500.00

Nelson.....\$26,500.00

Keoneth.....\$22,500.00

Eubank.....\$26,000.00

PART TIME & TEMPORARY HELP

Extra Help..... \$20,000.00

PER COVER SHEET \$302,300.00

June 3, 2016

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

RE: FISCAL YEAR 2016 BUDGET AMENDMENTS

Listed below is the background information on the proposed 2015-2016 budget amendments for the City Schools:

General Purpose 2015-2016 Revenue Adjustments:

We anticipate receiving an additional \$1,450,000 in Property Tax, \$80,000 in Trustee Collections-Prior Years, \$12,000 in Mixed Drink Tax and \$227,938 in BEP funds coming into our General Purpose budget for the 2015-2016 school year. We also have amendments to reflect \$5,346,000 in Bond Proceeds, \$467,285 in Bond Premium and \$260,000 in Transfers from City.

General Purpose 2015-2016 Expenditure Adjustments:

We anticipate increases in the following expenditure lines: \$356,067 Regular Instruction, \$123,960 Special Education Instruction, \$25,250 Student Support-Health, \$23,300 Student Support, \$74,762 Student Support-Regular Instruction, \$51,000 Student Support-Special Education Instruction, \$67,321 Board of Education, \$29,000 Office of Director, \$47,341 Office of Principal, \$18,870 Fiscal Services, \$2,000 Personnel Services, \$643,800 Operation of Plant, \$147,500 Maintenance of Plant, \$28,600 Transportation, \$83,125 Technology and \$10,000 Regular Capital Outlay. We also have amendments to reflect \$12,245 in Issuance Costs and \$6,665,274 in Capital Outlay Bonds.

General Purpose Fiscal Impact:

The net effect of these amendments is a \$566,192 increase of the use of fund balance for the General Purpose School fund.

Cafeteria Funds 2015-2016 Revenue Amendments

We anticipate receiving an additional \$840,211 in State Programs. We also anticipate a decrease in Federal Programs of \$702,990 and \$33,488 in Charges for Services.

Cafeteria Funds 2015-2016 Expenditure Amendment

We anticipate an increase of \$270,166 in Food Services.

Cafeteria Funds Fiscal Impact:

The net effect of these amendments is a \$166,433 increase of the use of fund balance for the Cafeteria fund.

Extended School Program 2015-2016 Revenue Adjustments:

We anticipate an increase of \$200,000 in Tuition and Registration Revenue.

Extended School Program 2015-2016 Expenditure Adjustments:

We anticipate increases of \$362,878 in Community Services.

Extended School Program 2015-2016 Fiscal Impact:

The net effect of these amendments is a \$162,878 increase of the use of fund balance for the General Purpose School fund.

Recommendation:

I recommend approval of Resolution 16-R-19 to approve the amendments for the General Purpose School Fund, Cafeteria and Extended School Fund for fiscal year 2016.

Concurrences

These amendments were approved by the Murfreesboro City School Board on May 24, 2016.

Thank you,



Gary Anderson
Finance and Administrative Services Director
Murfreesboro City Schools

RESOLUTION 16-R-16 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2016-2017, which budget includes the general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund.

WHEREAS, the Murfreesboro City School Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds including the Murfreesboro City Schools; and,

WHEREAS, a synopsis of the final proposed budget is attached as Exhibit A.

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

SECTION 1. The budget of the Murfreesboro City Schools for the Fiscal Year 2016-2017, including the general purpose fund, the federal and state program funds, the extended school program fund, and the cafeteria fund, as adopted by the Murfreesboro City School Board on April 27, 2016, and as modified to state the School Debt Service Fund amount estimated by staff, is hereby approved. A synopsis of which budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2016; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

EXHIBIT A

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
<u>CITY SCHOOLS GENERAL PURPOSE FUND:</u>			
REVENUES			
Local Taxes	\$21,767,086	\$22,921,757	\$24,954,865
State of Tennessee	33,342,662	35,908,100	39,737,100
Federal Government	43,616	49,071	45,000
Other Sources	682,252	465,880	503,750
Transfers In	4,810,103	5,310,103	5,310,103
Total Revenue	<u>\$60,645,719</u>	<u>\$64,654,911</u>	<u>\$70,550,818</u>
EXPENDITURES			
Regular Instruction Program	\$31,994,847	\$36,810,437	\$38,543,474
Special Education Program	5,085,405	6,066,502	6,563,260
Attendance	69,945	141,977	143,627
Health Services	560,080	552,911	602,574
Other Student Support	1,226,868	1,350,543	1,615,025
Regular Instruction Support	1,643,769	1,735,143	1,910,953
Special Education Support	585,881	876,382	1,276,649
Board of Education	931,270	1,015,570	1,054,004
Office of Director	315,459	318,349	319,532
Office of Principal	3,590,485	3,748,728	3,930,328
Fiscal Services	512,537	541,643	516,502
Personnel Services	227,998	269,706	242,168
Operation of Plant	4,586,985	5,100,370	5,124,105
Maintenance of Plant	1,579,320	1,893,107	2,074,825
Transportation	2,014,891	2,307,626	2,618,522
Technology	959,606	1,071,720	1,090,853
Community Services	409,197	473,393	494,226
Early Childhood Education	19	20,000	22,125
Regular Capital Outlay	7,589,326	1,149,500	599,071
Other Uses (transfers)	1,259,346	744,623	727,552
Total Expenditures	<u>\$65,143,234</u>	<u>\$66,188,230</u>	<u>\$69,469,375</u>
Beginning Fund Balance	\$7,310,830	\$2,813,315	\$1,279,996
Ending Fund Balance	\$2,813,315	\$1,279,996	\$2,361,439
Employee Positions	896	999	1,026
Employees - Part Time	128	200	200
<u>EXTENDED SCHOOL PROGRAM FUND:</u>			
REVENUES			
Other Sources	\$3,186,327	\$3,388,490	\$3,383,472
Total Revenue	<u>\$3,186,327</u>	<u>\$3,388,490</u>	<u>\$3,383,472</u>
EXPENDITURES			
Salaries	\$2,365,434	\$2,821,985	\$2,721,291
Other Costs	818,164	726,044	786,918
Total Expenditures	<u>\$3,183,598</u>	<u>\$3,548,029</u>	<u>\$3,508,209</u>
Beginning Fund Balance	\$1,206,732	\$1,209,461	\$1,049,922
Ending Fund Balance	\$1,209,461	\$1,049,922	\$925,185
Employee Positions	17	20	20
Employees - Part Time	223	235	247

EXHIBIT A

	Actual 2014-2015	Estimated 2015-2016	Proposed 2016-2017
<u>SCHOOL FEDERAL AND STATE PROGRAMS FUND:</u>			
REVENUES			
State of Tennessee	\$1,195,947	\$1,193,647	\$1,193,647
Federal Government	4,575,580	4,634,172	4,790,253
Total Revenue	<u>\$5,771,527</u>	<u>\$5,827,819</u>	<u>\$5,983,900</u>
EXPENDITURES			
Salaries	\$3,867,924	\$3,889,403	\$4,085,969
Other Costs	1,912,710	1,938,416	1,897,931
Total Expenditures	<u>\$5,780,634</u>	<u>\$5,827,819</u>	<u>\$5,983,900</u>
Beginning Fund Balance	\$1,726,044	\$1,716,937	\$1,716,937
Ending Fund Balance	\$1,716,937	\$1,716,937	\$1,716,937
Employee Positions	92	87	86
Employees - Part Time	2	1	1
<u>SCHOOL CAFETERIA FUND:</u>			
REVENUES			
State of Tennessee	\$496,363	\$1,140,124	\$1,161,072
Federal Government	4,131,485	4,319,305	4,236,659
Other Sources	695,715	237,936	256,356
Total Revenue	<u>\$5,323,563</u>	<u>\$5,697,365</u>	<u>\$5,654,087</u>
EXPENDITURES			
Salaries	\$1,620,006	\$1,686,665	\$1,688,457
Other Costs	4,349,981	4,100,805	4,314,017
Total Expenditures	<u>\$5,969,987</u>	<u>\$5,787,470</u>	<u>\$6,002,474</u>
Beginning Fund Balance	\$1,221,750	\$575,326	\$485,221
Ending Fund Balance	\$575,326	\$485,221	\$136,834
Employee Positions	32	32	32
Employees - Part Time	67	73	85
<u>SCHOOL DEBT SERVICE FUND:</u>			
REVENUES			
Transfers In	\$5,433,812	\$5,634,144	\$6,265,366
Total Revenues	<u>\$5,433,812</u>	<u>\$5,634,144</u>	<u>\$6,265,366</u>
EXPENDITURES			
Principal	\$4,518,609	\$4,696,297	\$5,104,770
Interest	915,203	937,847	1,160,596
Total Expenditures	<u>\$5,433,812</u>	<u>\$5,634,144</u>	<u>\$6,265,366</u>
Beginning Fund Balance	\$0	\$0	\$0
Ending Fund Balance	\$0	\$0	\$0

June 10, 2016

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

RE: FISCAL YEAR 2017

The exhibit attached to 16-R-19 for FY17 school budget has been modified from the original budget delivered to the Council in May. This letter is for consideration to reflect an amendment in the FY17 budget passed by the City Schools Board on May 24, 2016. This is due to an overstatement of Transfer to Other Funds-Energy and Technology loans, by \$120,261. This will reduce expenditures and decreases the use of fund balance for the General Purpose School Fund.

Thank you,



Gary Anderson
Finance and Administrative Services Director
Murfreesboro City Schools

RESOLUTION 16-R-19 amending the 2015-2016 Murfreesboro City Schools Budget (2nd Amendment).

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

WHEREAS, the City Council adopted Resolution 15-R-19 on June 18, 2015 to implement the 2015-2016 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2015-2016 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by Murfreesboro City Schools.

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

SECTION 1. The 2015-2016 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Attachment A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

2015-2016

Exhibit A

ACCOUNT	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>GENERAL PURPOSE SCHOOL FUND</u>			
REVENUES			
PROPERTY TAX	11,276,000	12,726,000	1,450,000
TRUSTEE'S COLLECTION-PRIOR YEAR	150,000	230,000	80,000
MIXED DRINK TAX	50,000	62,000	12,000
BASIC EDUCATION PROGRAM	34,899,562	35,127,500	227,938
BOND PROCEEDS	-	5,346,000	5,346,000
BOND PREMIUM	-	467,285	467,285
TRANSFERS FROM CITY-SCHOOL CAPITAL OUTLAY	-	260,000	260,000
INCREASE IN REVENUES			<u>7,843,223</u>
EXPENDITURES			
REGULAR INSTRUCTION (71100)	36,887,886	37,243,953	356,067
SPECIAL EDUCATION INSTRUCTION (71200)	5,944,955	6,068,915	123,960
STUDENT SUPPORT-HEALTH (72120)	572,995	598,245	25,250
STUDENT SUPPORT-OTHER (72130)	1,356,369	1,379,669	23,300
STUDENT SUPPORT-REGULAR INST. (72210)	1,843,788	1,918,550	74,762
STUDENT SUPPORT-SPECIAL ED. INST. (72220)	876,754	927,754	51,000
ADM. SUPPORT-BOARD OF EDUCATION (72310)	1,013,435	1,080,756	67,321
ADM. SUPPORT-OFFIICE OF DIRECTOR (72320)	314,459	343,459	29,000
ADM. SUPPORT-OFFICE OF PRINCIPAL (72410)	3,717,745	3,765,086	47,341
ADM. SUPPORT-FISCAL SERVICES (72510)	505,037	523,907	18,870
SUPPORT SERVICES-PERSONNEL (72520)	267,955	269,955	2,000
SUPPORT SERVICES-OPERATION OF PLANT (72610)	4,984,889	5,628,689	643,800
SUPPORT SERVICES-MAINTENANCE OF PLANT (72620)	1,801,667	1,949,167	147,500
SUPPORT SERVICES-TRANSPORTATION (72710)	2,403,206	2,431,806	28,600
SUPPORT SERVICES-TECHNOLOGY (72810)	1,030,627	1,113,752	83,125
REGULAR CAPITAL OUTLAY (76100)	1,185,832	1,195,832	10,000
ISSUANCE COSTS	-	12,245	12,245
CAPITAL OUTLAY-BONDS	-	6,665,274	6,665,274
INCREASE IN EXPENDITURES			<u>8,409,415</u>
 CHANGE IN USE OF FUND BALANCE (CASH)	 \$ (3,631,146)	 \$ (4,197,338)	 \$ <u>566,192</u>

2015-2016

Account	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>CAFETERIA FUNDS</u>			
REVENUES			
FEDERAL PROGRAMS - USDA PAYMENTS	5,022,295	4,319,305	\$ (702,990)
STATE PROGRAMS - SFSP & CACFP PAYMENTS	299,913	1,140,124	840,211
CHARGES FOR SERVICES - A la CARTE, ADULT PAYMENTS & MISC.	270,967	237,479	(33,488)
INCREASE IN REVENUES			<u>\$ 103,733</u>
EXPENDITURES			
FOOD SERVICES	5,517,304	5,787,470	\$ 270,166
INCREASE IN EXPENDITURES			<u>\$ 270,166</u>
CHANGE IN USE OF FUND BALANCE (CASH)	\$ 75,871	\$ (90,562)	<u>\$ 166,433</u>

Account	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>EXTENDED SCHOOL PROGRAM</u>			
REVENUES			
TUITION/REGISTRATION	2,929,998	3,129,998	200,000
INCREASE IN REVENUES			<u>\$ 200,000</u>
EXPENDITURES			
COMMUNITY SERVICES	3,322,205	3,685,083	\$ 362,878
INCREASE IN EXPENDITURES			<u>\$ 362,878</u>
CHANGE IN USE OF FUND BALANCE (CASH)	\$ (211,607)	\$ (374,485)	<u>\$ 162,878</u>



205 N Walnut St
P.O. Box 9
Murfreesboro, TN 37133-0009
Office: 615-893-5514
Fax: 615-893-8375
www.MurfreesboroElectric.com

TO: MAYOR McFARLAND AND COUNCIL MEMBERS

RE: Sale of property purchased for Murfreesboro Electric Department

REGULAR AGENDA

Background.

In October 2013, at the request of Murfreesboro Electric Department ("MED") and utilizing MED funds, the City purchased two tracts totaling 8.25 acres at the corner of West Molloy Lane and South Molloy Lane (the "Property") for future use as a Warehouse and Engineering & Operations Center. The purchase price was \$618,750. The Property is outlined in black on the attached overhead photo.

On or about May 17, 2016, MED received an offer from Quickway Transportation to purchase the Property for \$1,060,000. The Power Board considered the offer at its May 25 meeting, and recommended approval. The Mayor then executed a Letter of Intent, a copy of which is attached. The Planning Commission considered the proposed purchase at its June 8, 2016, meeting and recommended approval.

Fiscal Impact.

The sale will result in a substantial gain for MED. There will be no fiscal impact to the City.

Recommendation.

MED recommends that the City accept the offer from Quickway Transportation and authorize the Mayor to execute a contract and related closing documents upon final approval of contract terms by the City Attorney.

Concurrences.

The Power Board and the Planning Commission concur in this recommendation.


Steven R. Sax, General Manager/CEO

Attachments.

1. Overhead photo showing location of the property.
2. Signed Letter of Intent.

Crye-Leike Commercial
CONFIDENTIAL COMMUNICATION
Private Client Group

LETTER OF INTENT TO PURCHASE

SELLER: Murfreesboro Electric Department

BUYER: Quickway Transportation, its designates or affiliates.

DATE: May 17, 2016

PROPERTY: 1020 S. Malloy Lane, Murfreesboro, TN 37129

PURCHASE PRICE: \$1,060,000.00

CLOSING DATE: Within 30 days of satisfying the Inspection Period

POSSESSION: Date of Closing.

EARNEST MONEY: Upon execution of a Formal Purchase and Sale Contract the Buyer will deposit within 7 business days, Ten Thousand Dollars (\$10,000.00) Earnest Money with a mutually accepted Closing Agent. All Earnest Money will be credited to the Purchase Price at Closing. Earnest money is fully refundable to Buyer if contract is rescinded for any reason.

FINANCING: There is no financing contingency.

INSPECTION PERIOD: Buyer shall have an inspection period until 5:00 pm on the 30th calendar day after full execution of this Letter of Intent to Purchase to determine, at Buyer's sole discretion, whether property is acceptable and suitable for Buyers use. If Buyer has to obtain a new survey and, or environmental report, the contingency period is to be extended for an additional 30 days or a period suitable to allow for these reports to be made and or updated and received by Buyer.

REQUIREMENTS:

- 1) Seller will provide any and all reasonably accessible information deemed necessary by Buyer to determine suitability of property to include survey, existing Phase 1 or 2 environmental reports and engineering studies.
- 2) Buyer to have access to property to perform tests and examinations deemed necessary by Buyer, including but not limited to environmental examinations, soil compaction tests and any other tests and or reports needed by Buyer.
- 3) The property is to have a zoning compatible with Buyer's use. Any required zoning change will be initiated and paid for by Seller and the Contingency Period extended to accommodate the rezoning period.

FORMAL OFFER: Within ten, 10 business days of acceptance of this Letter of Intent a formal Purchase and Sale Agreement will be prepared by Buyer and submitted to Seller for review and signature. Execution of the formal Purchase and Sale Agreement

must be completed and returned by all parties within ten, 10, business days of receipt. If the parties fail to finalize and execute the Purchase and Sale Agreement within this time frame the Letter of Intent shall become null and void.

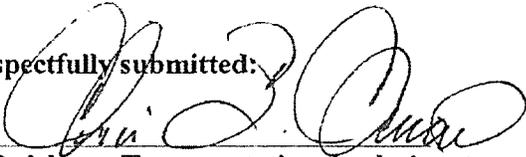
COMMISSION: Seller agrees to pay a commission of six (6) % of Sales Price, to Crye-Leike Commercial, Inc. The parties further agree that Crye-Leike Commercial, Inc. has not made any representation as to the completeness of any information and that no liability is assumed with respect thereto. Crye-Leike Commercial will not perform any due diligence as to the accuracy of the information disclosed by Seller or Buyer.

NON-DISCLOSURE and NO NEGOTIATIONS: The parties shall not disclose the substance of this Letter of Intent or the proposed transaction to any third parties other than authorized agents, employees, and representatives of each party, and institutional lenders providing financing to the project, as necessary to further the negotiations and consummate the transaction.

NON-BINDING: Except as set forth herein this Letter of Intent is not intended to be a legally binding agreement of purchase and sale. Neither party shall be bound or have obligation to pursue negotiations or other obligations of any kind until a definitive Formal Purchase and Sale agreement is entered into between the Seller and the Buyer.

LIMITED OFFER: Time is of the essence. This offer will become null and void after 5:00 PM, May 20, 2016.

Respectfully submitted:



Quickway Transportation, its designates and affiliates
Christopher S. Cannon
President

UNDERSTOOD AND AGREED with the following modifications:


Shane McFarland, Mayor
City of Murfreesboro, on behalf and for
benefit of the Murfreesboro Electric
Department

1. The non-disclosure provision is inapplicable as seller is a public entity;
2. Buyer understands that the sale has been approved by the Murfreesboro Electric Dept.'s Board and that final acceptance of this offer is contingent upon further approval by the City's Planning Commission and the City Council.
3. The inspection period set forth herein runs from the date of final approval.
4. Purchase price is inclusive of Broker's commission (Purchase price = \$1,000,000; Broker Commission = \$60,000)
5. Buyer to pay all other closing costs and fees.
6. Seller will prepare purchase and sale contract.



Parcel 1



96

99

80



1. SOUTHPOINTE WAY
2. SOUTHPOINTE CT
W RUTHERFORD BLVD.



GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee



... creating a better quality of life

June 20, 2016

Honorable Mayor and Members of the City Council:

RE: Internal Control Policy

Background

The Tennessee Legislature amended TCA Section 9-2-102 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO), in a written form and approved by the oversight board by June 30, 2016. Much of the guidance and training to assist local governments was offered by MTAS and Comptroller staff during Spring 2016 training events.

While the City departments have internal procedures which are followed to maintain control of City assets, these procedures have not previously been formally documented and presented to Council for approval. The process of documenting the current procedures being followed by the departments has been helpful and will guide improvements in the future as these policies are reviewed. The attached document is a framework that will be reviewed and updated to recognize changes to laws and regulations that may apply, and proposed amendments will be presented to Council for approval.

The attached document does not apply to the Murfreesboro Electric Department, Murfreesboro Water and Sewer Department, Murfreesboro Stormwater Fund, Murfreesboro City Schools, Evergreen Cemetery or any of their related funds. However, each must develop an internal control policy and present it to the applicable oversight board or commission by June 30, 2016.

There are additional considerations that will need to be made to include guidance by the OMB for uniform administrative requirements, cost principles, and audit requirements for federal awards. This guidance will need to be included in the City's internal control policy to be certain the laws and regulations concerning acceptance and expenditure of federal awards is properly followed. The grace period to develop written policy and procedures to include federal awards has been extended to June 30, 2017.

Recommendation

It is recommended Council approve the attached Internal Control Policy and approve the effective date extension up to June 30, 2017 to include the Uniform Guidance provisions for federal awards.

Attachments

Internal Control Policy

Melissa B. Wright, CPA
City Recorder/Finance Director

Finance and Tax Administration

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



City of
Murfreesboro
Internal
Control
Manual

June 30, 2016

Internal Control Manual

1 INTRODUCTION

The City of Murfreesboro, Tennessee (the “City”) has the responsibility to its taxpayers, ratepayers and constituents to be good stewards of public monies and property. In our efforts to serve the public as city officials or employees, the City established this Internal Control Manual using widely recognized best practices and state and federal directives.

State of Tennessee statutes require the Comptroller’s Office, Department of Audit to prescribe uniform accounting systems for entities that handle public funds. Those statutes require public officials to adopt and use the system designated by the Comptroller’s Office. The Tennessee Legislature amended TCA Section 9-2-102 in 2015 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO). The guidance is titled *Standards for Internal Control in the Federal Government* (Green Book). The Green Book follows the format developed by the Committee of Sponsoring Organizations (COSO) which has been the gold standard of internal control for all entities except the federal government for several years.

The internal control system (“ICS”) consists of three objectives and 5 main components. Within the 5 components there are 17 principles that apply to certain components. The State considers the 5 elements mandatory and the 17 principles are optional. The City of Murfreesboro has chosen to only address the minimum requirements of the State in this manual; however the 17 principles from the Green Book are presented below for informational purposes and to help explain the 5 components.

THREE (3) OBJECTIVES OF INTERNAL CONTROLS:

1. **Reporting** – financial reporting is reliable
2. **Operations** – are effective and efficient and properly safeguard the assets of the City
3. **Compliance** – the City is compliant with applicable laws, regulations, contracts and grant agreements

FIVE (5) MAIN COMPONENTS OF INTERNAL CONTROLS THAT ARE REQUIRED TO BE ADDRESSED:

1. Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

The purpose of this manual is to ensure that the objectives of reporting and compliance are established. The policies to achieve the objectives are derived from various financial best practices, state and federal laws, and regulations and policies. Please note that this manual only documents the operations under the control of the Murfreesboro City Council as oversight board. Murfreesboro City Schools, Murfreesboro Water & Sewer, Murfreesboro Stormwater Fund, Murfreesboro Electric Department and Evergreen Cemetery are required to have their internal control policy approved by their own governing boards or commissions.

Figure 3: The Five Components and 17 Principles of Internal Control:

CONTROL ENVIRONMENT:

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

RISK ASSESSMENT:

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
9. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

CONTROL ACTIVITIES:

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

INFORMATION AND COMMUNICATION:

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

MONITORING:

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Source: GAO. GAO-14-704G.

2 CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROLS

Internal control is defined as a process effected by an entity's oversight body, management, and other personnel that provides reasonable assurance the City's objectives will be achieved.

Consistent monitoring will ensure that the ICS should be reviewed and updated at least annually, or more frequently if changing conditions justify.

Since the City's policies and procedures are the control activities for its internal control plans, it is important that they be reviewed in conjunction with the plans and referenced where appropriate. Everyone in the City has a responsibility to ensure that internal controls operate effectively.

As directed by T.C.A. 9-18-102 (a) and in accordance with the guidance issued by Tennessee Comptroller's Office, the City has adopted this internal control manual. It is critical to note that the development and operation of the internal control system involves everyone in the organization. As such, management must ensure that the manual is shared with all of its employees. The manual is a work in process and will be assessed periodically.

The following sections document the 5 components of internal control and significant financial and compliance areas that are deemed high risk.

THE GREEN BOOK STATES DOCUMENTATION IS MANAGEMENT'S RESPONSIBILITY:

3.09 Management develops and maintains documentation of its internal control system.

*3.10 Effective documentation assists in management's design of internal control by establishing and communicating the **who, what, when, where, and why** of internal control execution to personnel. Documentation also provides a means to retain organizational knowledge and mitigate the risk of having that knowledge limited to a few personnel, as well as a means to communicate that knowledge as needed to external parties, such as external auditors.*

3 FIVE COMPONENTS OF INTERNAL CONTROL

3.1 CONTROL ENVIRONMENT

Overview

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct, and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the city's personnel; the way management assigns authority and responsibility, and organizes and develops its personnel; and the attention and direction provided by the governing body.

GOVERNMENTAL STRUCTURE

The City operates under a Council-Manager form of government. The governing body is the City Council, which consists of a Mayor and six council members who serve four-year terms of office. Non-partisan elections for City Council are held in even numbered years on a staggered basis. City Council members are elected at-large. The City Council is responsible for adopting ordinances, the annual budget, appointing committees and establishing policies. The City Council appoints a City Manager, who has the day-to-day responsibility of operating the City. Through various departments, the City Manager is responsible for providing and maintaining the essential services of the City. The employees are managed through a structured personnel and administrative system, coordinated by the City Manager. Each job has been carefully defined and ranked within a comprehensive and aggressive pay and classification schedule. Job market assessments and review of the compensation and classification system are done periodically. Individual salary increases, when approved, are affected once a year based on the budgeted general increase. Collective bargaining does not exist with respect to the City's employment.

OBJECTIVES

1. The governing body and management should conduct business with integrity and ethical behavior.
2. Provide direction and oversight for city's internal control system.
3. Hire qualified and competent management.
4. Establish structure, authority and responsibility and hold individuals accountable for internal control responsibilities

Policies

- Employees and officials are expected to follow a code of conduct.
- The governing body through management has adopted a personnel handbook which includes various policies and procedures relevant to employment with the City.
- The governing body uses the budget process as a means of oversight with department heads (see budget process description below).
- Organizational charts are reviewed for needed changes in regards to authority and responsibility.

Overview

The City's financial plans are set forth in the annual capital and operating budgets which reflect the projections of all receipts from and disbursements to all sources. Under provisions of the City's Charter, the Mayor and City Council annually enact by ordinance the operating budgets of the various funds by June 30. The budgets of these funds constitute legal spending limits. The final budget is made available to the Council, the City Manager, the staff and all citizens on the City's website www.murfreesborotn.gov. Budgets are amended by ordinance of the Mayor and City Council.

The City maintains a financial reporting system which provides timely and accurate reports of revenues, expenditures, and financial position. The City's financial statements are audited annually by independent certified public accountants. The City annually applies for and consistently has received the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. The Certificate of Achievement is the highest form of recognition for excellence in state and local government financial reporting. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

Budget Process

At the start of the budget process, the City Council communicates its goals and objectives to the City Manager. These goals and objectives are shaped by input members have received from Murfreesboro residents throughout the year. The preliminary steps in the budget also include a review of current economic conditions, revenue projections, community input, program initiatives, long range plans and federal and state mandates.

The City Manager will communicate the goals, objectives and priorities of the City Council and community to the department heads, who will prepare the budget estimates for their department. Several City departments have citizen boards or commissions who may also provide input into the budget. The departmental budget requests are submitted to the Finance Department. These budget requests are reviewed by the City Manager, Assistant City Manager, Finance Director, Assistant Finance Director and Reporting and Compliance Manager. The City Charter provides that the City Manager must prepare a proposed budget and submit it to the City Council not later than May 15 each year.

The City Council reviews the proposed budget each spring through a series of meetings with the City Manager and department heads. The City Council makes changes to the City Manager's proposed budget as it deems necessary. Prior to adoption of the budget, the City Council conducts a public hearing on the proposed budget to obtain additional citizen input on the spending plan. Following the public hearing, the City Council adopts an appropriations ordinance.

Budget amendments are adopted by ordinance by City Council on an as needed basis.

Financial Policies

The following financial policies were originally adopted by Resolution No. 10-R-26 of the City Council of Murfreesboro, Tennessee on September 16, 2010 ("Financial Policy Statements") establish the framework for the City of Murfreesboro Tennessee's overall fiscal planning and management. Subsequent amendments have been presented and approved by Council. These policies do not apply to the Murfreesboro Pension Fund, Murfreesboro Electric Department, Murfreesboro Water and Sewer Department, Murfreesboro Stormwater Fund, Murfreesboro City Schools, Evergreen Cemetery or any of their related funds.

The financial policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated. These publicly adopted financial policies are also intended to demonstrate to residents, the credit rating industry, municipal bond investors, auditors and the State Comptroller that the City is committed to sound financial management and fiscal integrity.

The financial policies also improve the City's fiscal stability by helping City officials plan fiscal strategy with a consistent approach. Adherence to adopted financial policies promotes sound financial management, which can improve City bond ratings, lower the cost of capital, manage interest rate risk exposure, and preserve financial flexibility. It is presumed that these policies are consistent with all laws and regulations, but such laws and regulations shall control in the event of a conflict or discrepancy.

1. The City adopted and will maintain these Financial Policy Statements to guide its decision making in the areas of budget, fund balance, capital improvement planning, debt management, investments and cash management. These financial policies can provide guidance during the preparation and deliberation of the City's annual budget and other policy decisions that impact the City's financial condition. The Financial Policy Statements will be reviewed annually during preparation of the budget.
2. The City will maintain a system of financial monitoring, control and reporting for all operations and funds held on behalf of the City.

3. The City will strive to synchronize its annual budget, capital improvement plan, Council-established goals and planning studies in a comprehensive manner reflected in the published budget, annual capital improvement plan and annual comprehensive financial report.
4. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health.
5. The City's accounting and financial reporting systems will be maintained in conformance with all federal and state laws, generally accepted accounting principles (GAAP) and standards of the Government Accounting Standards Board (GASB) and Government Finance Officers Association (GFOA).
6. An annual audit will be performed by an independent public accounting firm, with an audit opinion to be included with the City's published Comprehensive Annual Financial Report (CAFR).
7. The independent auditor will present the CAFR and discuss audit findings at a public meeting.
8. The City intends to participate in the GFOA Certification of Achievement for Excellence in Financial Reporting Program.
9. The City's CAFR will be submitted to the Electronic Municipal Market Access (EMMA) as required to meet continuing disclosure requirements.
10. The City Charter also prescribes certain duties and responsibilities of the City Recorder, City Treasurer and City Manager that are not amended or changed.

Other Relevant Control Environment Information

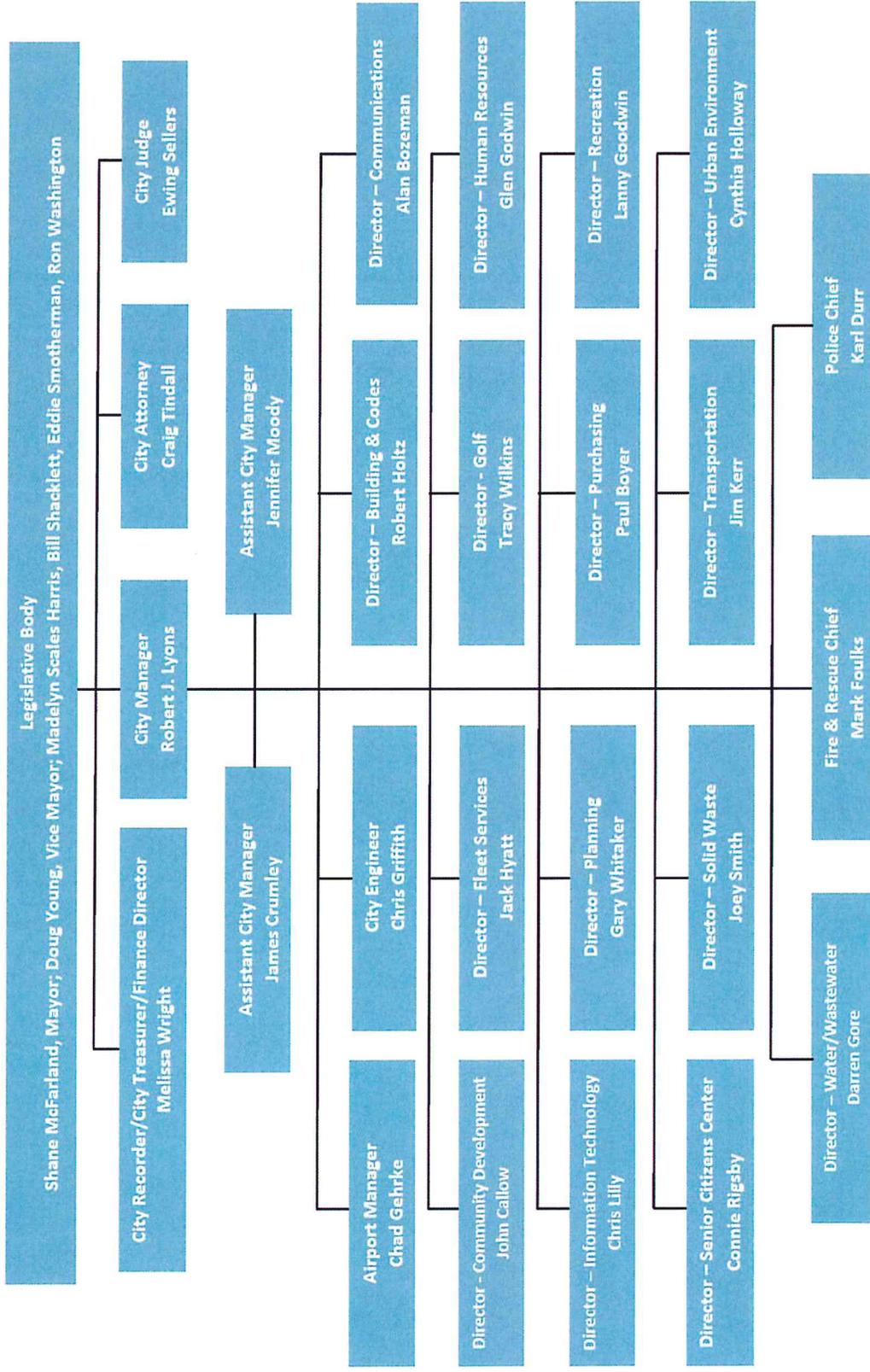
The City's municipal code is readily available to all who want to review via the Legal Department. The City plans to make this available online in the future.

Ordinances labeled in a manner that they are easily identifiable and tracked by year.

Many records are maintained by the City Recorder, although departmental specific records are housed by the Departments themselves.

The City employs a full time attorney on staff.

City of Murfreesboro – Organization Chart



3.2 RISK ASSESSMENT

Overview

City officials and management assess risk of operations continually. The City has chosen to transfer the most common types of risk through the purchase of the following types of insurance:

- Property and Casualty
- Liability
- Errors and Omissions
- Worker Compensation

There are risks the City cannot anticipate or know about, and as it relates to financial and compliance issues the following areas and identified risks have been assessed and are being addressed by the development of internal control policies and procedures. Internal controls will not eliminate all risk but will help reduce risk to gain reasonable assurance that reporting and compliance objectives are being met.

Risks for specific transaction cycles are documented in the next section with the specific control activities that are designed to help mitigate the risk.

3.3 CONTROL ACTIVITIES

The specific transaction cycles the city has assessed and documented risk and control activities as a part of this manual are as follows:

- 3.3.1 Cash receipts and revenue
- 3.3.2 Cash disbursements
- 3.3.3 Procurement
- 3.3.4 Compliance
- 3.3.5 Payroll
- 3.3.6 Inventory and supplies
- 3.3.7 Capital assets
- 3.3.8 Debt management
- 3.3.9 Financial statement preparation

3.3.1 CASH RECEIPTS AND REVENUE

Objective	Risk	Control Activities
<p>Collections are complete, timely and accurate.</p>	<p>Collections may not be deposited in the bank and recorded timely.</p>	<p>Collections made in person in the tax office are entered into the property tax system and posted daily as a batch into the Tyler Cashiering system. Additionally, other funds are collected for business license, Rover tickets, copies, health insurance payments from retirees, COBRA, etc. and County Shared Funds (sales tax, etc.). Mail is opened by the City Recorder or designee and a receipt is prepared for all checks. State shared revenues and some grant reimbursements are received via EFT.</p> <p>For all departments and city controlled funds (except separately detailed below), daily deposits are brought to the Finance Department, and are usually counted by Administrative Support Specialist (SS) or Accountant. Money counted by the Administrative SS is given to the Accountant to enter into Tyler Cashiering after verifying then placed in the safe until balancing the next morning. Each morning, the money in the drawer and cashier bags are balanced by the accounting staff to the previous day's cash receipts detail sheet, and after balancing, they prepare the deposit for the bank. Three members of the staff are involved, one prepares a check listing, one counts the cash, sets up the drawer for the next day and prepares the deposit, and one independently verifies the receipt totals with the MUNIS software and the person counting cash. Deposits are sent to the bank daily by courier and returned bags are given to the Finance Director or The deposit slip is matched to the information prepared by the person who prepares the spread sheet to be sure it agrees to the information of the deposit slip preparer.</p> <p>Airport - The Airport Secretary prepares the deposit which is then taken to the bank by a City Courier, Monday - Friday. The Airport Operations Assistant is the Secretary's backup for making deposits.</p> <p>Golf Course - Bank deposits are normally made through the Safekeeping Night Deposit at Regions Bank every day. An employee goes to Regions Bank and the night deposit bag is opened and the deposit is counted while the employee is present. The deposit slips are provided to the City's Finance Department at the end of each month along with the backup documentation which includes the daily sales reports.</p> <p>Parks & Recreation - Deposits own collections. The larger facilities make deposits on a daily basis. The smaller ones make deposits as needed. A monthly revenue report is submitted to Finance who receives the original deposit slips with the report.</p>

3.3.1 CASH RECEIPTS AND REVENUE (CONTINUED)

Objective	Risk	Control Activities
Collections are complete, timely and accurate.	Collections may not be deposited in the bank and recorded timely.	Senior Citizens - Deposits are normally made on Mondays and Thursdays (at least 2 times per week) of all funds via City of Murfreesboro courier. The courier will return with the copy of the deposit slip and this along with the Senior Center – Cash Receipt Report – Regular Account is sent to the Finance Department.
Collections are complete, timely and accurate.	Charges for taxes, fines and other services may not be at correct rates.	<p>Airport - hangar and tie down rates are may be increased each year, with Council approval; Fuel rates change as fuel prices fluctuate.</p> <p>Building and Codes - permit fees are set at established/published rates, which have been loaded into the Blue Prince software.</p> <p>City Court - parking fines and traffic camera violations are at established/published rates.</p> <p>General - Property tax rates are established by resolution.</p> <p>Public Transportation - Rover fees are at established rates.</p>
	Goods or services are received (or fines levied) but citizens or patrons are not charged.	<p>Airport - Fuel purchase transactions are completed with the in-house POS system. The morning staff reconciles the pump readings and the fuel-master report for the previous day. Spreadsheets are balanced against Fuel Master/POS. Spreadsheet is then matched to Quickbooks. Reports and bank deposit information is compared by Finance.</p> <p>Building and Codes - permitting system (Blue Prince) prints prenumbered duplicate copy permits for all issued and daily totals are reconciled to collections by staff. Payments are again counted by Finance as part of preparing the entry into Tyler Cashiering.</p> <p>City Court - Court clerks use form letters from the court package to bill twice weekly. Reports are run from the system to review outstanding receivables.</p> <p>Golf Course - Golf has a starter that works at the Tee-box and checks their receipts. In order to get a cart, they have to get a key and can't get a key without paying; the Starter verifies 9 or 18 hole, checks them in and records the time they tee-off and the cart #, etc.</p> <p>Police - Cry Wolfe statement is submitted with receipts and cash/checks are verified.</p> <p>Public Transportation - Bus drivers ensure all riders put money into the fare box.</p>
	Receivables subledgers do not agree to the City's general ledger system.	<p>Airport - receivables are kept in Quickbooks (prenumbered invoices are used).</p> <p>Community Development - All department receivables from loans are termed as Program Income for the Community Development Block Grant (CDBG) from the Department of Housing and Urban Development. Balances are receipted in the Integrated Disbursement Information System (IDIS), monitored by HUD, after reconciling receivables with the city's finance department. Loan payment receipts are recorded in the computer on individual account spreadsheets as well as on a chronological program income ledger spreadsheet and a hand written ledger. The check is also copied and placed in a notebook for the individual account.</p>

3.3.1 CASH RECEIPTS AND REVENUE (CONTINUED)

Objective	Risk	Control Activities
Collections are complete, timely and accurate.	Receivables subledgers do not agree to the City's general ledger system.	<p>General - property tax system and MUNIS are reconciled at month end by Administrative SS, who compiles a list of all unpaid taxes using the computer listing and reconciles the total to the general ledger control total and the tax roll. This Administrative SS does not have access to the general ledger and does not have administrative rights to the tax software.</p>
	Overdue receivables may not be collectable.	<p>Airport - Invoices and Statements are sent via email and US Mail plus also follow up with a phone call, final step is to lock access to hangar.</p> <p>City Court - Uses outside collection agencies for traffic and parking citations and red light camera violations.</p> <p>General - real property taxes unpaid in March of the second year following the year of assessment are turned over to the Chancery Court for collection</p> <p>Parks & Recreation - Rec Trac/Active software is used to track reservations and reports are run to monitor balances owed. A bad check list is posted at all facilities, and Rec Trac/Active software can track notices that will pop up whenever that person uses our facilities</p>
	Improper write off of accounts receivable.	<p>Airport - Finance would be responsible for writing off any old AR (if any)</p> <p>City Court - Provides a listing from their software of citations issued but not paid at the end of each year; Finance runs analytics to determine the reasonableness of the balances but does not verify items are not written off or collected and posted as a write-off.</p>
Collections are safeguarded.	Collections could be lost or misappropriated.	<p>Airport - Prenumbered receipts issued, POS transactions and QB invoice numbers are used. During business hours money is held in a lockable cash register and during afterhours money is locked in safe.</p> <p>Building and Codes - Prenumbered receipts. Each permit clerk keeps the money collected in their file cabinet; at night the day's collections are locked in an Administrative Aide's file cabinet until turned in the following morning.</p> <p>City Court - prenumbered receipts. Collections are kept in a locked filing cabinet until sent to Finance for deposit.</p> <p>Community Development - Funds are remitted to Finance Department daily, if kept overnight are locked in the file room.</p> <p>Fire Department - VA service fees are remitted directly to Finance Department after billing by an Administrative Aide. Nominal cash receipts for incident reports are collected by the Fire Department by an Administrative Aide. These fees are locked in her desk until they are taken to the Finance Department daily.</p> <p>General - tax staff has individual drawers that are locked when they are away from their desk; daily collections and forms are kept in a locked bag in the safe overnight. Duties are segregated in the Finance area with multiple people involved in daily balancing, counting and report preparation.</p>

3.3.1 CASH RECEIPTS AND REVENUE (CONTINUED)

Objective	Risk	Control Activities
Collections are safeguarded.	Collections could be lost or misappropriated.	<p>Golf Course - checks are restrictively endorsed. Any starting cash for the following day, change, or deposits not made to night drop are locked in the safe on site each night. The petty cash and checkbook are locked in the Administrative office.</p> <p>Parks & Recreation - checks are restrictively endorsed as soon as they are received. All facilities have safes. If a facility has a cash drawer, the cash drawer is closed out at the end of the day and the money is stored in the safe.</p> <p>Public Transportation - Daily firebox receipts are counted in the Tax department. The fareboxes are either kept locked on the buses or in a locked safe at the Rover office.</p> <p>Senior Citizens - Cash drawer at receptionist desk locked during business hours. When funds are turned in each day, they are counted and placed in the safe for security. Checks are restrictively endorsed.</p> <p>Urban Environmental - surety bonds for landscaping portion of site plans within the city. Bonds are received either by company check or cashier's check and are kept in the safe until forwarded to the Finance Department via interoffice mail for processing.</p>
	All cash receipts are not recorded.	<p>Building and Codes - permits cannot be issued without entry into Blue Prince system (which is reconciled to collections).</p> <p>Community Development - Original grant balances and fund reimbursements from draws requested from funding agencies (i.e. The Department of HUD for CDBG funds and Tennessee Housing Development Agency for Emergency Solutions Grant funds) are received via notifications from the agencies and/or bank statement deposits. These are then recorded by Finance staff into the General Ledger.</p> <p>Fire Department - incident fees recorded in pre-numbered receipt book.</p> <p>General - reports are run daily and used to balance cashier drawers.</p> <p>Golf Course - A daily cash report is completed and submitted to the accounting department along with the cash register tapes and validated deposit slips. Point of Sale terminals are used that generate prenumbered and dated receipts. A settlement report for credit/debit card transactions is run on a daily basis and is matched to the signed credit/debit receipts for that day.</p> <p>Public Transportation - Public Transportation's major source of revenue is from federal and state grant funds which are sent by automatic deposit or check and received by Finance Department; Books of tickets for fares are sold at City Hall or an individual can pay cash per ride upon entry on the bus. Each bus is equipped with a metal lock box with a clear casing which is locked into position on the bus.</p> <p>Senior Citizens - Receipts are pre-numbered and balanced independently from the person who receives the money. Activity sheets are prepared and checked to the participants upon arrival. Participants should also have a receipt.</p>

3.3.1 CASH RECEIPTS AND REVENUE (CONTINUED)

Objective	Risk	Control Activities
<p>Collections should be recorded accurately and timely in the accounting system.</p>	<p>Cash collections and related revenues are not recorded in proper GL accounts.</p>	<p>Deposit tickets are matched to the bank deposit receipt and information on the daily deposit report by the finance department. As part of the daily balancing process, entries into Tyler Cashiering are posted to MUNIS electronically once approved. Other deposits not made into Tyler Cashiering are posted via journal entry by Finance using supporting documentation provided by the other departments or from the ACH remittances provided by the State of Tennessee. Details for offsite location tracking and reconciliation prior to the finance department is provided below:</p> <p>Airport - A summary sheet is prepared showing all transactions including hangar rents paid for the day. The Airport Secretary reconciles any differences found in the daily reports and consults with the Airport Manager (who is ultimately responsible for the daily reports and transactions) regarding any changes or corrections that need to occur to any transaction. The daily transaction reports are sent to the Finance Department Accountant for recording transactions in the general ledger.</p> <p>Building and Codes - collections are provided daily to finance, along with system reports from Blue Prince which allow finance to post entry into the MUNIS software.</p> <p>City Court - End of day report lists all payments taken and is also broken down by cashier (pre-numbered receipts in system). Cashiers balance their cash drawers and then verify that it all balances with the end of day report. End of day reports provided to Finance Department with collections.</p> <p>Golf Course - A monthly statement spreadsheet is prepared by Administrative Aide at the golf course and provided to the Finance Department. This monthly report is then used to enter the information into the general ledger.</p> <p>Parks & Recreation - Sends monthly receipt details to Finance who enters into MUNIS each month.</p>
	<p>Adjustments for deferred revenue items under modified accrual basis for governmental fund types is calculated incorrectly at year-end.</p>	<p>General - Outstanding property tax receivable not remitted to the City in the first 60 days of the next fiscal year are deferred via journal entry as part of the year-end closing process. Additionally, property taxes levied but not due until October of the next fiscal year are deferred.</p>

3.3.2 CASH DISBURSEMENTS

Objective	Risk	Control Activities
Disbursements are for a valid city purpose and necessary.	Disbursements could be unauthorized.	<p>Prenumbered purchase orders are used. Purchase Orders are issued by the financial software system. Consecutive numbering is used in the system. The Department Head must approve the requisition. Once the Department Head has approved, the requisition will workflow through the software to the Purchasing Director. The Purchasing Director approves the requisition and then the purchase order is automatically generated.</p> <p>Review of invoices by appropriate levels of management. If a Purchase Order was used for the purchase, then the invoice must be received in the MUNIS system by the department. The invoice can then be paid without Department Head approval since the Dept. Head approved the Purchase Order. If a purchase is made without a Purchase Order, the department head must approve the invoice. All Invoices must be approved by the Finance Director or her designee. If the invoice is over \$10,000 the City Manager and the Finance Director approve. If the invoice is \$25,000 or greater, and City Council has approved the contract, bid, etc., the invoice can be paid with City Manager and Finance Director approval. If the invoice is \$25,000 or greater and the contract, bid, etc. was not pre-approved by City Council, the invoice must be approved by City Council.</p>
Disbursements are legally appropriated.	Disbursements could be for personal items.	Bank statements are opened and reviewed by individuals independent of the disbursement process. The Assistant Finance Director opens all bank account statements, with occasional assistance from the Reporting & Compliance Manager, and reviews the cancelled checks since they do not write checks. They are familiar with the types of checks that should come out of each account and question anything unusual or unexpected.
	Fictitious vendors could be added to the vendor listing.	The Accounts Payable Accountant adds new vendors to the financial system. However, invoices and checks are reviewed by others. Checks will not print in the system without the electronic approval of the Finance Director or her designee. Department Heads have access to their account details that show expenditures by vendor and account.
Disbursements are timely.	Disbursements could be made for items never received.	Three way match of PO, invoice and receiver in the system.
	The City could incur unnecessary late charges.	As invoices are received, they are entered and disbursed as soon as they have been through the workflow approval process.
Disbursements are accurately coded and recorded in the accounting system.	Account coding could be incorrect	AP reviews account coding by requisitioner when entered. Accounts Payable has the authority and ability to change the account number used on the electronic Purchase Order in the financial software. If there is no purchase order, they will review and change the account number handwritten on the department head approved invoice as necessary.

3.3.2 CASH DISBURSEMENTS (CONTINUED)

Objective	Risk	Control Activities
<p>Disbursements are accurately coded and recorded in the accounting system.</p>	<p>Account coding could be incorrect</p>	<p>The financial software system will not allow the department to go over budget by budget roll-up group. There are budget roll-ups for: salaries and benefits; operating; fixed assets. These tie directly to the budget format approved by City Council. The City Manager can approve budget amendments within a Fund and notify Council of the amendment. If a budget amendment is needed that will increase overall expenditures for a Fund, City Council must approve through a Budget Amendment ordinance that requires 2 readings. Once budget amendments have been approved by City Manager or City Council, the Reporting and Compliance Manager will enter the amendment into the financial software. Only then, can the requisition/expenditure be recorded.</p> <p>Review of budget reports by department head and City Manager. Department Heads and City Manager have access to the financial software real time and can review their information daily. It is up to the Department Head to monitor their spending and budget-to-actual information.</p>

3.3.3 PROCUREMENT

Objective	Risk	Control Activities
<p>Purchases of items with City funds comply with procurement requirements.</p>	<p>Unnecessary items may be purchased.</p>	<p>Proper level of review for expenditures over certain thresholds are used. See also cash disbursements control activities.</p>
	<p>State and federal laws are not followed.</p>	<p>Procurement policies of the City were designed with guidance in mind. Procurement thresholds are as follows: Purchases exceeding \$25,000, except in the case of emergencies, require City Council approval. When items of a non-repetitive nature exceeding \$25,000 are purchased, competitive bids are taken and are submitted to City Council for the selection of a vendor. During the selection process, the Council considers price, specifications and the ability of the vendor to produce the desired quality of goods or services.</p>
	<p>Legal spending limits may be exceeded.</p>	<p>Operating budgets are monitored as invoices are processed and monthly by department heads and the City Manager.</p>
<p>Procurement of grant items is proper and in compliance with Uniform Guidance.</p>	<p>Procurement of items between \$3,000 - \$25,000 would not be adequately quoted for grant purchases.</p>	<p>At this time, there are no formal controls in place at the entity level to ensure the small purchase quotes are received and documented - it is up to the departmental staff managing the grant to monitor their purchases.</p> <p>The Uniform Guidance outlines types of purchases: Micro-purchase: Purchases where the aggregate dollar amount does not exceed \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon). When practical, the entity should distribute micro-purchases equitably among qualified suppliers. No competitive quotes are required if management determines that the price is reasonable. Small purchase: Includes purchases up to the Simplified Acquisition threshold, which is currently \$150,000. Informal purchasing procedures are acceptable, but price or rate quotes must be obtained from an adequate number of sources. Sealed bids: Used for purchases over the Simplified Acquisition Threshold, which is currently \$150,000. Under this purchase method, formal solicitation is required, and the fixed price (lump sum or unit price) is awarded to the responsible bidder who conformed to all material terms and is the lowest in price. This method is the most common procurement method for construction contracts. Competitive proposals: Used for purchases over the Simplified Acquisition Threshold, which is currently \$150,000. This procurement method requires formal solicitation, fixed-price or cost-reimbursement contracts, and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with price being one of the various factors.</p>

3.3.3 PROCUREMENT (CONTINUED)

Objective	Risk	Control Activities
<p>Procurement of grant items is proper and in compliance with Uniform Guidance.</p>	<p>Procurement of items between \$3,000 - \$25,000 would not be adequately quoted for grant purchases.</p>	<p>The Uniform Guidance outlines types of purchases (continued):</p> <p>Noncompetitive proposals: Also known as sole-source procurement, this may be appropriate only when specific criteria are met. Examples include when an item is available only from one source, when a public emergency does not allow for the time of the competitive proposal process, when the federal awarding agency authorizes, or after a number of attempts at a competitive process, the competition is deemed inadequate.</p>

3.3.4 COMPLIANCE

Objective	Risk	Control Activities
Comply with all relevant laws, regulations, contracts and grant agreements.	Grant funds could be spent for unallowable items.	Individual departments are responsible for being knowledgeable about what is allowed under their respective grants. Expenditure coding is handled on a grant by grant basis. The City may track either by expense account or Project name, by department or do reclassifying journal entries out of operating accounts into grant accounts (ex: labor).
	Grant rules may not be followed which could result in having to return federal funds.	Currently departmental staff in charge of oversight for grants are reasonable for ensuring all purchasing and other guidelines are followed. Some department staff receive grant specific training. All users work with the grantor contact. Community Development receives off-site training through HUD, State of TN, etc.
	Grant reimbursement requests are not complete or accurate.	Grant requests are created from general ledger detail of expenditures coded to grant accounts. Finance reviews before submitted (either Finance Director, Assistant Finance Director or Reporting & Compliance Manager) Some of our department staff receive grant specific training but not all. All users work with the grantor contact. Community Development receives off-site training through HUD, State of TN, etc.
	Grant receipts may not be recognized	Receivables are typically recorded only at year-end. Revenues are recorded when the reimbursements are received (and at year-end with the receivables process)
	Federal reporting requirements were not met.	Schedule of Expenditures of Federal awards is not complete or accurate.
Data Collection Form is not timely filed.		Finance Director and CPA Firm are trained on filing requirements and monitor compliance.

3.3.5 PAYROLL

Objective	Risk	Control Activities
Completeness of payroll transactions	Payroll transactions may be allocated to incorrect general ledger accounts or may not be recorded at all.	The Payroll Supervisor or Payroll Assistant updates the general ledger directly through the payroll module. The system distributes expenses based on the employees' job classification and department.
		A payroll test is performed by the Finance Department at the end of the year that compares prior year payroll expenses to current year payroll and verifies the 941 and Stat Employment reports.
Validity of payroll expenses	Fictitious employees may be added to the payroll or where employment is terminated, may remain on the payroll.	Human Resources onboards all employees. Employees must be hired through the NeoGov process - approvals within the system workflow to department head, City Manager and HR; the HR department verifies that the position is budgeted and vacant. The employee must fill out onboarding paperwork before Payroll will add them into the payroll software.
Measurement and accuracy of payroll expenses	Payroll expenses are not calculated in accordance with terms of employment and payroll policies.	Employees submit timesheets to department heads. The supervisor approves sick time so if an employee is out more than three days, the supervisor will approve the time only if a doctor's note is presented (per policy). Other than that, there is no limitation on the number of sick days an employee can take in a year. Vacation over 20 days a year can be approved by the department head.
		All time is reported by the Kronos timekeeping system directly into Munis software.
		Payroll prepares an Excel spreadsheet for deductions each pay cycle to compare with system calculations.
Completeness and existence of payroll balances	Payroll liabilities at the reporting date do not include all balances owed for employee benefits earned during the period.	Sick and vacation leave are accrued in the Payroll System daily. Kronos will not allow an employee to exceed the amount of vacation or sick they have available. HR and supervisors can run a report per employee on the number of sick and/or vacation days an employee has taken for any period of time if a check needed to be put in place. HR can also run an all employee report with the same information.
		At year-end, Finance receives information from Payroll and records all payroll, sick and vacation liabilities.

3.3.6 INVENTORY AND SUPPLIES

Objective	Risk	Control Activities
<p>Ensure City assets are protected against loss, misappropriation or theft.</p>	<p>Inventory items could be missing</p>	<p>Airport - fuel - purchased at point-of-sale pumps or pumped by airport staff. Log is kept of keys and must be returned at the end of each day.</p> <p>Fire - Office supplies are stored at Fire Administration. Administration controls the disbursement of office supplies. Printer ink is tracked on a form in the supply closet. Medical supplies are in a locked storage room at Headquarters. Each station also has a locked medical supply cabinet.</p> <p>Fleet - Supplies are kept upstairs behind locked gates.</p> <p>Golf - Security cameras are in place throughout the building. Packing slips must match invoices for items received. Inventory is received into point of sale system and inventory number or bar code is assigned. Random spot checks are done as well. Golf clubs are available for rent. The clubs are counted in the customer's presence and the customer and employee sign the rental log agreeing on what is being rented. There is a fee for the rental that must be paid prior to taking the clubs out. A valid ID must be left at the counter until the set of clubs is returned and counted at the end of the round. In addition, golf carts are rented to be used on the golf course only. A receipt is issued at the time the customer rents the cart. All carts are examined for damage after the round is completed.</p> <p>IT - Inventory is kept in the help desk area and is monitored by the help desk employees; supplies are kept in a cabinet and distributed as needed.</p> <p>Parks and Recreation - <i>Tennis Pro Shop</i> - No locks during business hours but we do have a gate we close after hours, all supervisors have access to the key. Keep eye on customers when in the area. <i>Cannonsburg</i> - The public has access to limited inventory as is expected on a sales floor/retail environment. Due to the small size of the gift shop, customers are consistently monitored and helped while visiting the gift shop. <i>Wilderness Station</i> - Area is not locked during open hours but staff is always in the shop and never left unattended. <i>Sports*Com concessions</i> - The concession stand is locked. There are a few staff that have a key to the concession stand; The key that is used by the concession supervisors is kept in the front desk register when the concession stand is closed.</p> <p>Police - Only necessary personnel has access to safety sensitive items and only they are authorized to gain access to these areas (weapons, ammunition, less-lethal munitions, etc.).</p>

3.3.6 INVENTORY AND SUPPLIES (CONTINUED)

Objective	Risk	Control Activities
<p>Ensure City assets are protected against loss, misappropriation or theft.</p>	<p>Inventory items could be missing</p>	<p>Senior Citizens - Programming supplies (activities supplies as well as food and paper products for events) are kept in locked closets. Staff that is involved with programming have keys to these closets. The general public has access to the exercise equipment such as weights and yoga mats. The facilitator of the event along with the programming coordinator is responsible to make sure items are accounted for.</p> <p>Streets - Most supplies are stored in a closet near the front office or in the crew leaders office and monitored by the Department Coordinator. Security cameras are in place onsite.</p> <p>Transportation - Only operational staff have access to supplies.</p>
<p>Ensure inventory is available when needed.</p>	<p>Inventory is not regularly tracked.</p>	<p>Many departments do not have inventory and have minimal supplies which are monitored visually and ordered when necessary using normal purchasing procedures. More significant departmental inventories/supplies are tracked as follows:</p> <p>Airport - fuel usage is tracked daily and monthly using Fuelman reports; supplies are tracked weekly as part of inventory count via spreadsheet</p> <p>Fire - Office supplies are ordered as needed using standard purchasing procedures. Printer ink is tracked via spreadsheet in supply closet. A Fire Training Coordinator inventories the Headquarter's medical supply storage room weekly. Captains at each station inventory their cabinet on the first of the month.</p> <p>Fleet Services - The City has 2 fueling stations. City Departments (including Water & Sewer, Murfreesboro Electric and City Schools) and a couple of Outside Agencies (Linebaugh Library, Murfreesboro Housing Authority) have access to the fueling stations. Users must have a key to turn on the fuel pump. Each month, Fleet Services department runs a monthly statement of all activity for each department, enters the billing information into MUNIS and sends that information to the department heads for review and payment if applicable. Departments outside of the General Fund reimburse the General Fund for their use of fuel.</p> <p>Golf - A full inventory of resale items in the golf shop is performed on the last day of the fiscal year (06/30). In addition, full inventories are conducted at least once a quarter. The Head Golf Professional and Director of Golf are responsible for ordering resale golf shop items. The Administrative Aide orders office and IT supplies. The Food Service Manager orders most of the janitorial supplies. The Equipment Mechanic orders repair parts for turf care equipment. The Turf Care Manager and Turf Care Supervisor order agricultural supplies for maintaining the golf courses.</p>

3.3.6 INVENTORY AND SUPPLIES (CONTINUED)

Objective	Risk	Control Activities
<p>Ensure inventory is available when needed.</p>	<p>Inventory is not regularly tracked.</p>	<p>IT - does not keep a large inventory, it is counted monthly before orders are placed.</p> <p>Parks & Recreation - Tennis Pro Shop - Pro shop manager keeps all items in inventory on a spread sheet. When a sale is made it is marked as sold and the sheet shows zero in inventory. Inventory is counted once a month. <i>Cannonsburg</i> Spot checks are completed weekly, but full inventory is not currently taken. Handwritten logs used currently for non-perishable items. Food supplies and drinks monitored by spot checks. Orders made when supplies are nearly depleted.</p> <p><i>Wilderness Station</i> - annual inventory of all items on the floor and in storage done in January; resale inventory monitored visually throughout the year and ordered when there are enough items on the list to complete an order. <i>Sports*Com concessions</i> - Staff, Facility Coordinator and Concession Supervisor, count the inventory when it is delivered and RecTrac will show how much of each item was sold. Deliveries come in usually four times per week.</p> <p>Police - Tracked by Excel and Access files by the person in charge of the specific inventory items (i.e.. uniform equipment, vehicle equipment, expendables, etc.). There is no specific system in place at this time for counting inventory. Vehicle inspections are performed by the Uniformed Division Supervisors at a minimum of twice a year. Uniforms are distributed as needed and usually on a FIFO method.</p> <p>Senior Citizens - Inventory and supplies are not currently inventoried.</p> <p>Solid Waste - only inventory is trash carts for residents, counted weekly.</p> <p>Streets - A check out list is used for safety supplies (ear plugs, gloves, glasses, vests). Larger items are monitored by the Crew Leaders and reported to the Department Coordinator and Superintendent. Inventory is counted quarterly.</p> <p>Transportation - Inventory items at the public transit agency consists of route guides, fare supplies, office supplies, and driver supplies. These are monitored on a daily basis by the Operations staff. Formal inventories are not taken.</p> <p>Urban Environmental - All assets kept in operations facility which is locked each day and secured with an alarm. Employees have access to building with a key and alarm password. Crew members are assigned equipment each days to use.</p>

3.3.7 CAPITAL ASSETS

Objective	Risk	Control Activities
<p>Ensure City assets are protected against loss, misappropriation or theft.</p>	<p>Capital assets are purchased without authorization</p>	<p>Capital assets are purchased following the City's standard procurement policy. Larger items are budgeted as part of the capital budget process each year or as needed.</p>
	<p>City assets are used for personal use.</p>	<p>City has a policy (Section 3021) regarding Use of City Property (9-28-95) which is in each department manager's office and available to all employees.</p> <p>Golf - department employees are not allowed to remove fixed assets from City property.</p> <p>Parks & Recreation - employees are not allowed to use City equipment for personal use or lend to outside groups.</p> <p>Transportation - mileage is tracked each time vehicles are used and each vehicle is tracked using GPS monitoring.</p>
	<p>Capital assets could be missing.</p>	<p>Disposals are to be approved by Fixed Assets Manager before sold or otherwise disposed or transferred. Assets are to be properly secured when not in use. Inventories are to be performed at least annually.</p> <p>Airport - portable fixed assets locked in Airport Manager's office when not in use; locked counter area/combination lock</p> <p>Building & Codes - portable fixed assets are secured in an Administrative Aide's file cabinet when not in use.</p> <p>Communications - fixed assets located in equipment racks - if moved will cause the system to not work correctly. Portable fixed assets locked in a closet and checked periodically.</p> <p>Community Development - laptop and camera in small office room - doors are locked when no one is in the office</p> <p>Fleet - yearly fixed asset inventory is performed. Portable assets are secured in a cabinet in office (accessible by supervisors and employees)</p> <p>Golf - forms for disposals submitted to Fixed Assets Manager; some items are offered for sale on GovDeals if no other department has use for them. Buildings are locked and secured at the end of shifts or end of day.</p> <p>HR - laptop, iPad, tablet - secured in locked offices when not in use.</p> <p>Legal - cellphones and laptops primarily, secured in offices and main office door locked after hours.</p> <p>Parks & Recreation - Asset acquisition forms are completed when items are purchased and inventory tags are attached. Surplus property forms are completed and signed by department head and forwarded to Fixed Asset Manager. Portable items are locked in offices and/or supply closets. There is a security alarm on building.</p> <p>Senior Citizens - New acquisition forms/disposition forms/surplus property forms are completed and filed with the Fixed Assets Manager. Separate spreadsheet is kept by staff and updated. Equipment that is taken offsite is tracked and must be signed back in the day it is taken offsite. Checkout sheet attached to inside of Director's office.</p>

3.3.7 CAPITAL ASSETS (CONTINUED)

Objective	Risk	Control Activities
Ensure City assets are protected against loss, misappropriation or theft.	Capital assets could be missing.	<p>Streets - Portable equipment is locked in crew leader's office after hours; monitored by Department Coordinator during business hours. Notebook onsite contains acquisition forms and paperwork (invoice, bill of sale, copy of titles).</p> <p>Transportation - Assets primarily in the form of busses, support vehicles and maintenance equipment. Listing is updated whenever assets are acquired and are submitted to Fixed Assets Manager. Portable assets are in a locked cabinet or locked in office at the operations office.</p>
Assets are properly accounted for in the general ledger.	The general ledger does not reflect actual balances on capital assets owned by the City.	<p>Airport - spreadsheet of fixed assets reviewed annually</p> <p>Building & Codes - inventory is taken annually</p> <p>City Court - assets tracked on an Excel spreadsheet</p> <p>Communications - Equipment room is checked periodically for contents.</p> <p>Community Development - assets are tracked in a spreadsheet</p> <p>Fleet - yearly inventory performed</p> <p>Fire - MFRD completes an annual Fixed Asset Inventory and tracks the acquisition and disposition of fixed assets through a form completed as necessary. The form is sent to the Reporting & Compliance Manager in charge of Fixed Assets. (RCMFA)</p> <p>Golf - fixed asset details are provided annually to the RCMFA at end of year.</p> <p>HR - capital assets less than \$5,000 threshold for GL accounting.</p> <p>IT - sends serial numbers of fixed assets to RCMFA. An online fixed asset system is also used to track all network based assets. (KACE System)</p> <p>Legal - access database maintains details; reported to (RCMFA) at year-end.</p> <p>Police - assets are monitored through several different Excel and Access files that are not linked in any way. Vehicles are</p> <p>Transportation - detailed listing maintained by department personal submitted annually to the (RCMFA).</p> <p>Urban Environmental - Assets are logged into a spreadsheet which is reviewed annually and acquisition forms filed in a binder.</p> <p>The RCMFA analyzes all of the general ledger fixed asset accounts and prepares Excel schedules summarizing additions for the year. These are carried forward to an Excel schedule, Fixed Assets Summary (Costs). This shows fixed asset costs by department that will match the depreciation schedule. Expenditures for governmental funds are compared with additions at the City level for CAFR.</p>

3.3.7 CAPITAL ASSETS (CONTINUED)

Objective	Risk	Control Activities
<p>Net capital asset balances for financial reporting purposes are accurate.</p>	<p>Depreciation and accumulated depreciation are not properly calculated.</p>	<p>The City currently uses a COBOL fixed assets system. Depreciation is calculated based on acquisition date. Assets purchased by the 15th of the month are charged with a full month of depreciation expense. Assets purchased after the 15th of the month are not depreciated until the following month. In addition to the Fixed Assets Summary (Costs) schedule there is an Excel schedule for the accumulated depreciation expense – Fixed Assets Summary (Accumulated Depreciation / Accumulated Amortization). Information is entered here also so that it matches the depreciation schedule amounts.</p> <p>The City is working toward moving their fixed assets accounting from the COBOL system to MUNIS.</p>

3.3.8 DEBT MANAGEMENT

Objective	Risk	Control Activities
Ensure that state law regarding issuance of debt is followed.	Debt issuances are unauthorized.	<p>Council is required to approve all bond and debt issuances. The State CT-0253 Form is presented at a Council meeting and submitted to the State Comptroller's office for approval.</p> <p>Information regarding any debt issuances or refundings (including costs) are posted on the City's website for transparency.</p>
	Debt exceeds legal limitations.	The City has a detailed Debt Policy outlined as part of Financial Policies Resolution No. 10-R-26 (9-16-10).
Bond issuances and repayments are properly accounted for in the general ledger and financial statements.	Repayments are not remitted timely and debt service fund expenditures and other financing sources (uses) are not appropriately captured in the fund statements.	Annual debt service requirements are approved as part of the City's budget process and follow required debt service schedules for principal and interest.
		Notification of principal and interest due on bonds or TMBF loans is received by the City from the paying agent or bank lender. A transfer is then made from the general fund to the debt service fund for the required amount as needed. A receipt is prepared for the amount received by the debt service fund. A wire transfer is normally used to send the funds to the paying agent. For debt that doesn't go through a paying agent, such as bank loans, payment is made by check.
		As part of year-end closing procedures, rollforward schedules of debt are prepared and reconciled to the general ledger.
Compliance with all related bond covenants and payment schedules.	Credit rating will decline.	The City's CAFR is submitted to the Electronic Municipal Market Access (EMMA) as required.
		Debt policies ensure disciplined approach to financing to lower the cost of borrowing.

3.3.9 FINANCIAL REPORTING

Objective	Risk	Control Activities
Provide timely interim financial reports and schedules for evaluating the results of operations.	Expenditures and revenues may not be posted to proper accounts to review budgetary compliance.	See cash disbursements and cash collections/revenues sections for detail.
	Cash balances may not be reconciled timely.	Bank reconciliations are prepared by staff accountants. Any journal entries are approved by the Finance Director or Assistant Finance Director.
	Journal entries may not be properly approved.	Accountants, Reporting & Compliance Managers, Assistant Finance Director and Finance Director can create journal entries; workflow is then routed to Finance Director and Assistant Finance Director for approval and posting to the General Ledger.
Issue timely financial reports that comply with generally accepted accounting principles, the additional requirements of the Tennessee Comptroller of the Treasury and federal grant requirements.	Books may not be properly closed within 60 days of year-end to comply with State of Tennessee requirements.	A closing checklist is employed by the Finance Department to ensure all necessary steps are completed.
	Material year-end receivables, payables or accruals may not be recorded.	Reconciliations are performed monthly as part of close.
	Estimates may be inaccurate.	Finance Director and Assistant Finance Director review significant estimates at least annually as part of year-end closing.
	Material debt activity may not be recorded properly.	All debt issuances are approved by Council. New issuance and payments are summarized by the Finance Department in a schedule to rollforward debt for CAFR preparation.
	Net position may not be properly classified.	Classifications of net position are reviewed by the Finance Director and Assistant Finance Director as part of CAFR preparation and review. Net position and related fund balances for governmental funds are classified using the City's Fund Balance Policy, adopted by Resolution.
	New accounting standards may not be properly implemented.	Finance Director and Assistant Finance Director are CPAs who attend required Continued Professional Education (CPE) courses. In addition, additional CPAs with active licenses are employed by the Finance Department. The Finance Department works closely with the external auditors to be sure new standards are understood and followed.
	Financial statements may not include all required disclosures.	Disclosure checklists are employed as part of the financial statement preparation and review process.
	Separately audited individual department information is not properly presented in the CAFR.	Other individual departments, considered part of the primary government are separately audited by CPA firms who provide annual audit reports for inclusion in the City's CAFR.

3.4 INFORMATION AND COMMUNICATION

Objectives

- Necessary quality information for achieving the entity's objectives is available and used.
- Necessary quality information for achieving the entity's objectives is internally communicated by management.
- Necessary quality information for achieving the entity's objectives is externally communicated by management.
- Reliable and accurate quality information from municipal internal sources should be communicated to the people who need it in a timely and useful format.
- Because the credibility of the city, its governing body, and its public officials is at state whenever information is released to outside parties, management should be confident the information being released is accurate and the release is in compliance with policies and procedures.

Policies

- Information is maintained in a City wide Enterprise Resource Program (ERP). Year-to-Date and other General Ledger inquiry reports are available to staff at all times. Department Heads and support staff can generate any report to track their revenues and spending.

Procedures

- Management clearly defines the lines of communication through policy manuals and organizational charts.
- Management has communicated the types of information required to achieve objectives and address risks.
- All internal control documents and related reports will be available to all staff in an appropriate method based on confidentiality and relevance to job responsibilities.
- Changes and updates will be distributed through e-mail and/or through the City's intranet page.
- Department Heads are required to monitor and reinforce internal controls.

3.5 MONITORING

Overview

The internal control system changes as technology, staff, objectives and policies change. Management is charged with continually monitoring the internal control system to determine if it is operating as it was designed to do and to insure the controls are being followed.

Objectives

- To practice activities to monitor the internal control system and evaluate the results.
- To address deficiencies noted in the internal control system in a timely manner.
- To establish more efficient and effective operations over time.
- To ensure accurate and reliable financial information is used in decision-making.

Policies

- To ensure that internal controls do not deteriorate and continue to work as designed over time, an annual risk assessment should be conducted by municipal management.

Procedures

- Evaluate and document the current state of the internal control system and document the differences between the criteria of the design and the current condition of internal control, for purposes of establishing a baseline.
- Determine whether to change the design of internal control or implement corrective actions to improve the operating effectiveness of internal control for differences that exist.
- Monitor internal control through built in monitoring activities and periodic separate evaluations and document the results.
- Evaluate differences to determine if 1) changes in internal control have occurred but have not been documented, 2) internal control has not been properly implemented, or 3) internal control design changes are needed.

EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL

Laws and Regulations - Section APP.D
June 2015

4. Selected State Laws Affecting Municipalities

Municipalities must comply with federal, state, and local laws and regulations and charter and contract requirements. When determining which laws and regulations have a material direct or indirect impact on the financial statements, both quantitative and qualitative aspects must be considered. No one source summarizes all the applicable laws and regulations. The following list of references should be used only as a guideline in determining which state laws affect the municipality and should not be considered a comprehensive list of compliance features. These references do not necessarily represent the most significant laws, but represent areas in which recurring questions have arisen.

Many municipalities have "Private Act" charters. The Private Acts of the State of Tennessee should be reviewed for these municipalities to assess compliance requirements.

Selected Tennessee Code Annotated References for Municipalities

Charters

Section 6-1-101	Mayor - Alderman
Section 6-18-101	City Manager - Commission
Section 6-30-101	Modified City Manager - Council

Books and Records

Section 6-56-201	Municipal budget law of 1982
Section 8-44-104	Minutes required, open for public inspection
Section 9-2-102	Uniform accounting system
Section 9-2-102	Books closed within two (2) months after fiscal year end <i>(GO TO DETAILED GUIDANCE – APP.D-9)</i>
Section 9-2-103 – 104	Consecutively prenumbered receipts required
Section 9-2-106	Violation of receipt requirements is a Class C misdemeanor
Section 9-18-102(a)	Government to establish internal controls (effective 6-30-2016)
Section 39-14-130	Destruction of valuable papers with intent to defraud
Section 39-16-504	Destruction of and tampering with governmental records
Section 66-29-113	Reporting abandoned property

Audits and Other Regulatory Reporting to Local Government Audit

Section 4-30-101	Local Government Electronic Technology Act of 2009
Section 6-54-903	Travel Policies – Filing Requirements
Section 6-56-105	Audits of municipalities
Section 8-4-109	Audits of governmental entities, Comptroller authorized
Section 8-4-115	Audit of Standardized Booking Procedures
Section 8-4-501 – 505	Local Government Instances of Fraud Reporting Act

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EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL

Laws and Regulations - Section APP.D
June 2015

Audits and Other Regulatory Reporting to Local Government Audit (continued)

Section 9-3-212	Duty to order and pay for audits
Section 9-3-405	Audit Committees
Section 12-9-101 – 112	Local Government Joint Venture Entity Reporting (see Section K of this manual for additional information)
Section 47-10-101 – 103	Uniform Electronic Transactions (audit contract and audit report)
Section 47-10-119	Filing of pre-implementation statement and post-implementation review for electronic business systems that provide for electronic records of signatures and/or authorizations
Section 54-4-203	Request to combine State Street Aid with General Fund
Section 68-221-1012	Reporting water loss

Taxes

Section 6-55-101	Collection and payment of tax
Section 6-55-201	Sale of real estate for delinquency
Section 6-55-301	Privilege tax
Section 8-21-107	Payment (receipt) of fees, fines, costs, etc. by credit card
Section 9-1-108	Collection of taxes with credit or debit card
Section 57-4-306	Mixed drink tax allocation of funds
Section 67-5-2005	Delinquent municipal real property tax certified to county trustees
Section 67-5-2404	Delivery of delinquent tax list to attorney

Purchasing

Section 6-54-107	Officers' interest in municipal contracts prohibited
Section 6-56-301	Municipal purchasing law
Section 12-2-407	Sale of surplus property to governmental entities and not-for-profit corporations
Section 12-3-1201	Purchases for local governmental units (by department of general services)
Section 12-3-1209	Contracts with professional persons
Section 12-4-101	Personal interest of officers prohibited
Section 12-4-107	Contracts for professional services - engineering
Section 39-16-105	Buying and selling in regard to offices held or elected to

Investing and Banking

Section 6-56-106	Authorized investments
Section 6-56-110	Deposits to be secured by collateral
Section 9-1-107	Investments—deposits exceeding insurance limits
Section 9-4-101	Collateral

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**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT
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Debt

Section 9-21-408 Interfund loans
Section 9-21-601 Capital outlay notes
Section 9-21-903 Refunding bond issues

Disbursements

Section 6-54-111 Appropriation of funds for nonprofit organizations
(*GO TO LAW SUMMARY – APP.D-15*)
Section 6-54-901 Reimbursement for expenses incident to holding office
Section 6-56-111 Deposit within three working days–petty cash fund
Section 6-56-111(c) Use of consecutively prenumbered checks
Section 6-56-112 Expenditures for lawful municipal purpose
Section 54-4-204 State street aid: Purposes for expending funds; Accounting

Deficits and Unaccounted for Water

Section 68-221-1010 Report filed with Water and Wastewater Financing Board
Section 68-221-1012 Unaccounted for water

Landfills/Solid Waste

Section 68-211-835(g) Solid Waste Disposal Fees
Section 68-211-874 Accounting

Municipal Utilities

Section 7-34-115 Disposition of revenue
Section 7-35-401 Sewers and waterworks–authority granted
Section 7-39-302 Municipal gas companies
Section 7-52-101 Municipal electric plant law
Section 7-52-401 Telecommunications Services
Section 7-52-601 Cable Television, Internet and Related Services
Sections 7-39-404, 7-52-118, 7-52-304, 7-52-404, and 7-52-606 In-lieu of tax payments

Police and City Courts

Section 8-4-115 Standardized procedures for booking of arrestees
Section 18-1-105 Court Clerk – Duties
Section 18-1-206 Disposal of physical evidence
Section 39-16-609 Failure to appear

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EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL

Laws and Regulations - Section APP.D
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Police and City Courts (continued)

Section 39-17-420	Drug control fines and forfeitures, allowed use of drug funds, Comptroller's guidelines must be followed for confidential expenditures-fingerprinting equipment
Section 39-17-428	Mandatory minimum fines-allocation of proceeds
Section 39-17-505	Possession of gambling device or record-forfeiture
Section 39-17-1317	Confiscation and disposition of confiscated weapons
Section 39-17-1318	New serial numbers for confiscated firearms
Section 40-33-201	Application (procedures in confiscation - general)
Section 40-35-313	Expungement from official records
Section 53-11-201	Procedure in confiscation
Section 53-11-204	Disposition of proceeds
Section 53-11-415	Special revenue account for drug fund
Section 53-11-451	Goods subject to forfeiture -seizure-disposition
Section 55-8-198	Citations based on surveillance cameras
Section 55-10-204	Illegal cancellation of traffic citations
Section 55-10-207	Electronic citation fees - special revenue fund
Section 55-10-208	Uniform traffic citation form
Section 55-10-303	Disposition of collections
Section 55-10-306	Record of traffic cases-report of convictions to department
Section 55-10-403	Forfeiture of vehicles (DUI)
Section 55-16-101	Report of unclaimed vehicles
Section 55-50-502	Suspension of licenses
Section 55-50-503	Surrender of license

Criminal Statutes

Section 39-11-106	Definitions (criminal offenses)
Section 39-14-104	Theft of services
Section 39-16-401	Definitions for public misconduct offenses
Section 39-16-402	Official misconduct
Section 39-16-403	Official oppression
Section 39-16-501	Definitions for interference with government operations offenses
Section 39-16-503	Tampering with or fabricating evidence
Section 40-39-201	Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004

Other

Section 4-4-108	Blanket surety bond required
Section 6-21-104 - 105	Surety bond required - City Manager-Commissioner Charter
Section 6-35-411	Surety bond required - Modified City Manager-Council Charter

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**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT
MANUAL**

Laws and Regulations - Section APP.D
June 2015

Other (continued)

Section 6-51-121	Recording of annexation ordinance or resolution by annexing municipality
Section 6-56-401 et al	Municipal Finance Officer Certification and Education Act of 2007
Section 6-56-407	Penalty for noncompliance with Municipal Finance Officer Certification and Education Act of 2007
Section 8-44-101	Sunshine Law – Policy
Section 8-44-102	Open meetings
Section 8-44-103	Notice of public meetings
Section 9-1-109	Penalty for worthless checks/money orders
Section 9-3-504	Pension Funding Policies
Section 9-21-130	Guidelines and rules and regulations relating to contracts and agreements authorized. <i>(GO TO SUMMARY – APP.D-9)</i>
Section 10-7-503	Records open to public inspection
Sections 6-54-107 & 12-4-101	Conflict of interest
Section 62-2-107	Employment of licensees in public works

APP.D-14



... creating a better quality of life.

REGULAR AGENDA

June 20, 2016

Honorable Mayor and Members of City Council:

RE: West Park – McDonald Property Acquisition

As an item for the agenda of June 24, 2016, it is recommended that City Council approve a contract with Donald McDonald to acquire 123 +/- acres.

Background

The City has been planning a park expansion in the west side of Murfreesboro. In late 2013, the City issued a Request for Proposals (RFP) for available properties and the City received 19 submissions.

City Council held a workshop on January 14, 2016 to begin an evaluation of potential sites for parks in western Murfreesboro. It was evident that additional land was needed for parks and recreation and additional information was requested.

In February 2016, Parks and Recreation and Kimley Horn submitted a comprehensive report to City Council. The analysis included a review of acreage, location, floodplain, soils and access to roads, water and sewer.

In April, City Council further discussed potential park sites and requested staff to continue to locate land for a park.

McDonald Property

The McDonald property is 120 +/- acres and is bounded by Burnt Knob Rd, Blackman Road, Vaughn Road and SR 840. It also includes a 3 +/- acre parcel on the other side of SR 840.

Administration Department

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



This property offers excellent visibility and access to SR 840.

The McDonald property is not currently located inside the City limits, however, it is adjacent to the City. Annexation proceedings will be initiated after closing.

The McDonalds did not submit this property during the RFP process, however, the City was not precluded from adding other sites.

There is a small farm gasoline tank on the property. As part of the City's due diligence, the City is removing the tank. It is not expected to be problematic.

Financial

The cost of the property is \$40,000 per acre and the sale will be approximately \$4.92 million.

The 2016 bond issue includes \$8 million for land acquisition.

The City is also in negotiations with a second property owner for additional park land that would also provide a site for a new City school.

Next Steps

The City will continue its due diligence on the property. The Parks and Recreation Department and Commission will plan a community visioning session for the park.

Recommendation

It is recommended that City Council approve the contract.

Robert J. Lyons
City Manager

C: Lanny Goodwin
Angela Jackson
Gary Whitaker
Jim Kerr

CONTRACT FOR CONVEYANCE OF REAL ESTATE

This contract ("Contract") is entered into, as of the date of the last party to sign, by and between the CITY OF MURFREESBORO, a municipal corporation in Rutherford County in the State of Tennessee, ("City"), and GAYLE MCDONALD SMITH and LARRY MCDONALD (together, "Seller").

City agrees to purchase from Seller and Seller agrees to sell to City that certain real property located in the City of Murfreesboro, Rutherford County, Tennessee, identified as 2105 Blackman Road, Murfreesboro TN 37128 (Parcel ID 078 032.00) according to the Assessor of Real Estate for Rutherford County, containing approximately 123+- acres and more particularly described in Exhibit A attached hereto and incorporated by reference (the "Property"), upon the following terms and conditions:

1. The purchase price for the Property shall be \$40,000 per surveyed acre, based on a survey to be obtained by and performed for the City, payable in good funds by the City at the Closing. Upon execution of this Contract by the City, City will deposit \$10,000 as Earnest Money in escrow with Lawyers Land and Title Services Company, to be applied to the purchase price at closing. In the event that city elects to terminate this Contract according to the terms of this Contract, the Earnest Money deposit shall immediately be returned to the City.

2. The Closing shall take place at Lawyers Land and Title Services Company, Murfreesboro, TN, on or before thirty (30) days after approval of this Contract by the City Council and no later than July 25th, 2016; unless an extension is agreed upon in writing by the parties. At the Closing:

a. Seller shall deliver a General Warranty Deed to the Property in form and substance acceptable to the City along with possession of the property.

b. City may, at its option and at its cost, obtain a policy of Title Insurance from a title company of City's choosing assuring good, sufficient and marketable title to the Property subject only such Exceptions as have been accepted in writing by the City.

c. Seller shall pay the cost of preparing and obtaining any releases or other such documents necessary for Seller to be able to provide good title.

- d. Taxes for the year of sale shall be prorated to the Closing Date.
- e. The City shall deliver good funds representing the balance of the purchase price as same may be adjusted by any closing items.
- f. The City shall pay the cost of preparing and recording the General Warranty Deed.
- g. Other Closing costs will be paid in accord with usual commercial real estate practices.
- h. Each party will deliver such other documents or certificates as may be necessary to effectuate the transaction.

3. Within 10 days after the date of the last party to sign, City will obtain a Title Binder Lawyers Land and Title Services Company, along with copies of all documents that appear as exceptions to or encumbrances (“Exceptions”) to or upon the title. City shall have 10 days after receipt of the Title Binder to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

4. The City shall have twenty (20) days after the date of the last party to sign to conduct due diligence with respect to the Property. The City, its agents, contractors and representatives shall have the right to enter the property during the due diligence period for appropriate testing and analysis including, but not limited to, the following:

- a. General site inspections;
- b. Topographic and boundary surveys;
- c. Geotechnical surveys;
- d. Water, sewer, and electrical availability assessments;
- e. A Phase I environmental assessment, or equivalent
- f. A Phase II environmental assessment, or equivalent;
- g. Such other testing or inspection as the City may deem appropriate.

Core drilling associated with the geotechnical survey will be done when the ground is dry enough so the equipment will not unduly damage Seller’s land. The City will be solely responsible for the costs of the above referenced inspections, tests and studies, and any other inspections, tests, or studies the City may elect to obtain, on or related to the

Property. The Seller will not be responsible or liable for any of such costs or for any injuries that might occur during the course of any such inspections, tests or studies. Each firm retained by the City shall be responsible for its own representatives.

5. In the event that the City discovers conditions or circumstances during the course of its due diligence which are unacceptable to the City ("Objections"), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

6. The City shall be solely responsible for all surveying, engineering and design work, and all related platting, zoning or re-zoning necessary or desirable by the City for its purposes.

7. Seller represents that, to the best of its knowledge, information, and belief, there are and have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leaked, generated or allowed to escape from the property; nor is asbestos or asbestos containing building materials present on the property; nor are polychlorinated biphenyls located on or in the property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect to the Property. These representations are independent and shall survive Closing and delivery of the deed.

8. The Closing is contingent upon the following:

- a. The City in its sole discretion being satisfied that Seller can convey title to the Property at the Closing that is satisfactory to the City;
- b. The City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose, including that the environmental conditions on the Property are acceptable to the City;
- c. Receipt by the City of a Boundary Survey, by a surveyor selected by the City, in form and content satisfactory to the City in its sole and absolute discretion, showing the boundaries, any easements or encroachments, and other characteristics of the Property;
- d. All representations of Seller being true and accurate at the time of the Closing.

This Closing is not contingent on an appraisal.

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

10. Any notice permitted or required by this Contract shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person or by reputable overnight delivery service; on the date of receipt as shown by a facsimile confirmation if delivered by facsimile; or upon the date of delivery if delivered by U.S. Certified Mail.

a. Notices to the City shall be delivered to:

Rob Lyons, City Manager
111 West Vine Street, Murfreesboro TN 37130
Email: rlyons@murfreesboroth.gov

with a copy to:

David A. Ives, Assistant City Attorney
111 West Vine Street, Murfreesboro, TN 37130
Email: dives@murfreesborotn.gov

b. Notices to Seller shall be delivered to:

Gayle McDonald Smith - smith782508@bellsouth.net
Larry McDonald - ldmcdonald42@gmail.com

with a copy to:

Steven Dotson, Red Realty
522 Uptown Square, Murfreesboro, TN 37129
Email: sdotson@redrealty.com

11. Seller shall pay a 6% real estate commissions to Red Realty at closing. Seller shall indemnify City from and against claims by or on behalf of any person or entity claiming a commission or other fee with respect to this transaction.

12. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.

13. This Contract shall be governed by the laws of the State of Tennessee. Venue for any dispute shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

14. City agrees to name a principal City Park entrance street after C.P. McDonald, the Grandfather of the current owners.

15. City agrees to allow Hutchinson Farms to farm the current crop of corn on the Property, which is expected to be completed in October 2016.

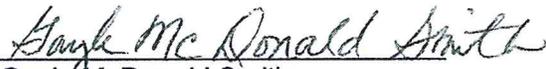
16. This Contract is in all things subject to approval by the Murfreesboro City Council.

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

CITY OF MURFREESBORO:

By _____
Shane McFarland, Mayor

SELLER:


Gayle McDonald Smith

ATTEST:

BY _____
Melissa Wright, City Recorder


Larry McDonald

APPROVED AS TO FORM:

Craig D. Tindall, City Attorney

APPROVED BY CITY COUNCIL: _____, 2016.

June 17th, 2016

To: City of Murfreesboro

From: Gayle Smith and Larry McDonald

Re: Permission & Right of Entry
123+- Acres/ 2105 Blackman Road, Murfreesboro TN 37128 (Parcel ID 078 032.00)

City of Murfreesboro,

We as owners of the property (123+- Acres/ 2105 Blackman Road, Murfreesboro TN 37128 (Parcel ID 078 032.00)) give the City of Murfreesboro and its engineers, contractors and/or employees the right to enter onto our property to perform engineering studies, environmental studies, and surveys of the property at the sole expense of the City of Murfreesboro.

We also give the City of Murfreesboro and its engineers, contractors and/or employees permission to drain (if necessary) and remove the tank from the property so the engineers can assess any further work that the City may need to complete. Any work completed will be at the sole expense of the City of Murfreesboro.



Gayle Smith



Larry McDonald



. . . creating a better quality of life.

June 23, 2016

Honorable Mayor and Members of City Council

RE: Recommended Reappointment –Board of Zoning Appeals

Board Reappointment

As an item for tonight's City Council Agenda, I am recommending that Ken Halliburton be reappointed to the Board of Zoning Appeals.

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland".

Shane McFarland
Mayor